

**FIFTH AMENDMENT AND WAIVER TO DEBTOR-IN-POSSESSION CREDIT,
SECURITY & GUARANTY AGREEMENT**

This Fifth Amendment and Waiver, dated as of February 15, 2011 (this "Amendment"), to the Debtor-in-Possession Credit, Security & Guaranty Agreement, dated as of October 21, 2010, by and among:

(i) TerreStar Networks Inc., a Delaware corporation (the "Borrower");

(ii) Motient Holdings Inc., a Delaware corporation, Motient Communications Inc., a Delaware corporation, Motient License Inc., a Delaware corporation, Motient Services Inc., a Delaware corporation, TerreStar New York Inc., a New York corporation, MVH Holdings Inc., a Delaware corporation, Motient Ventures Holding Inc., a Delaware corporation, TerreStar National Services, Inc., a Delaware corporation, and TerreStar License Inc., a Delaware corporation;

(iii) TerreStar Networks Holdings (Canada) Inc., an Ontario corporation, TerreStar Networks (Canada) Inc., an Ontario corporation, and 0887729 B.C. LTD., a British Columbia corporation;

(iv) the Lenders from time to time party thereto (the "Lenders"); and

(v) The Bank of New York Mellon, as administrative agent and collateral agent (in such capacities, the "Administrative Agent") (as amended by the First Amendment to Debtor-in-Possession Credit, Security & Guaranty Agreement, dated as of November 12, 2010, and the Second Amendment to Debtor-in-Possession Credit, Security & Guaranty Agreement, dated as of December 14, 2010, and the Third Amendment to Debtor-in-Possession Credit Security & Guaranty Agreement, dated as of January 5, 2011, and the Fourth Amendment to Debtor-in-Possession Credit Security & Guaranty Agreement, dated as of February 3, 2011, the "Credit Agreement");

is entered into by and among the Loan Parties and the Lenders.

WHEREAS, Loan Parties and the Lenders are parties to the Credit Agreement;

WHEREAS, the Loan Parties have requested that the Lenders consent to modification of the Credit Agreement as set forth herein;

WHEREAS, the Lender party hereto constitutes the only Lender party to the Credit Agreement;

WHEREAS, pursuant to Section 9.08(b) of the Credit Agreement, except as set forth therein, the Credit Agreement may be amended pursuant to an agreement in writing entered into by the Borrower and the Required Lenders; and

WHEREAS, in connection with such request, the Loan Parties and the Lender have agreed to amend the Credit Agreement in certain respects, subject to the terms and conditions contained herein.

NOW, THEREFORE, the Lender and the Loan Parties hereby agree as follows:

1. Definitions. Any capitalized term used herein and not defined herein shall have the meaning assigned to it in the Credit Agreement.

2. Amendments to Credit Agreement. Effective as of the Amendment Effective Date (as defined below):

(a) The definition of Acceptable Plan in Section 1.01 is hereby deleted.

(b) The definition of Affiliate in Section 1.01 is hereby amended to add the following parenthetical immediately following the ninth word of clause (b) thereof:

“(any such Person a “Designated Party”)”

(c) The definition of Milestone Date in Section 1.01 is hereby deleted.

(d) The definition of Milestone Requirement in Section 1.01 is hereby deleted.

(e) Section 1.01 is amended by inserting the following definition in proper alphabetical order:

““Designated Party” shall have the meaning assigned to such term in Section 1.01. ”

(f) Clause (i) of Section 3.12 is amended in its entirety to read as follows:

“(i) postpetition operating expenses of the Borrower and the other Loan Parties and their subsidiaries incurred in the ordinary course of business in accordance with the Agreed Budget, and the fees and expenses of the Foreign Information Officer and its counsel,”

(g) Section 5.04(f) is amended in its entirety to read as follows:

“(f) within one hundred eighty (180) days after the end of each fiscal year of the Loan Parties, consolidated and consolidating balance sheets of the Loan Parties as of the end of such year and related statements of operations and cash flows showing the financial position of the Loan Parties as of the close of such fiscal year and the consolidated results of their operations for such fiscal year and setting forth in comparative form the corresponding figures for the prior fiscal year, all prepared in conformity with GAAP and certified by the Borrower’s independent certified accountants, which shall not be qualified in any material respect as to scope but may contain a qualification with respect to the Cases or “going concern,” together with the report of such accountants stating that (i) such financial statements fairly present the consolidated financial position of the Loan Parties as at the dates indicated and the results of their operations and cash flow for the periods indicated in conformity with GAAP

applied on a basis consistent with prior years (except for changes with which such accountants shall concur and which shall have been disclosed in the notes to the financial statements), and (ii) if the accounting firm is not restricted from providing such a certificate or statement by its policies, the examination by such accountants in connection with such consolidated financial statements has been made in accordance with generally accepted auditing standards, and accompanied by a certificate stating that in the course of the regular audit of the business of the Loan Parties and such accountants have obtained no knowledge that a Default or Event of Default has occurred, or, if in the opinion of such accountants, a Default or Event of Default has occurred, a statement as to the nature thereof;”

(h) Section 6.07(b) is amended in its entirety to read as follows:

“(b) transfer, sell, lease, assign or otherwise dispose of any asset to (or assume or reject any contract, lease or other agreement with) any Affiliate of any Loan Party which is not a Loan Party”

(i) Section 7.01(s) is amended in its entirety to read as follows:

“(s) obtaining Bankruptcy Court approval of any contract or agreement between any Loan Party and any Person other than a Designated Party to serve (i) as a “stalking horse” bidder in connection with the sale of all or substantially all of the assets of the Loan Parties pursuant to Section 363 of the Bankruptcy Code, (ii) as the sponsor of a Plan, or (iii) as the sponsor of or counterparty to any other material transaction not otherwise permitted by the terms of this Agreement;”

(j) The last sentence of Section 7.01 is hereby deleted.

(k) Section 9.04(b)(iii) is amended in its entirety to read as follows:

“(iii) Subject to acceptance and recording thereof pursuant to paragraph (b)(iv) below, from and after the effective date specified in each Assignment and Acceptance, the Assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Acceptance, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Acceptance, be released from its obligations under this Agreement (and, in the case of an Assignment and Acceptance covering all of the assigning Lender’s rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 2.08, 2.09, 2.10 and 9.05). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 9.04 shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with paragraph (c) of this Section 9.04.”

(l) Section 9.20 is amended in its entirety to read as follows:

“Section 9.20 [Intentionally Omitted]”

3. Representations and Warranties. The Loan Parties hereby represent and warrant to the Lender, after giving effect to the amendments set forth herein, as follows:

(a) The representations and warranties contained herein, in the Credit Agreement and in each certificate or other writing delivered to the Lender or the Administrative Agent pursuant hereto on or prior to the date hereof are true and correct in all material respects on and as of the date hereof as though made on such date (except to the extent that such representations and warranties relate solely to an earlier date, in which case, such representations and warranties are true and correct in all material respects on and as of such earlier date).

(b) No Default or Event of Default has occurred and is continuing as of the date of this Amendment.

4. Conditions to Effectiveness. This Amendment shall become effective as of the first date (the "Amendment Effective Date") on which the Lender shall have received duly executed counterparts hereof that, when taken together, bear the authorized signatures of the Loan Parties.

5. Miscellaneous.

(a) Continued Effectiveness of the Credit Agreement. This Amendment shall be effective only in this specific instance for the specific purposes set forth herein. Except as otherwise expressly provided herein, the Credit Agreement is, and shall continue to be, in full force and effect and is hereby ratified and confirmed in all respects and the each Loan Party hereby reaffirms all obligations of the such Loan Party under the Credit Agreement. Except as expressly provided herein, the execution, delivery and effectiveness of this Amendment shall not operate as an amendment or waiver of any right, power or remedy of the Lenders under the Credit Agreement, nor constitute an amendment or waiver of any provision of the Credit Agreement or any other Loan Document, nor constitute a waiver of, or consent to, any Default or Event of Default now existing or hereafter arising under the Credit Agreement or any other Loan Document, and the Lenders expressly reserve all of their rights and remedies under the Credit Agreement and the other Loan Documents, under applicable law or otherwise.

(b) Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Amendment.

(c) Headings. Section headings herein are included for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

(d) Costs and Expenses. The Borrower agrees to pay on demand all fees, costs and expenses in connection with the preparation, execution and delivery of this Amendment

(e) Reference to Credit Agreement. On and after the Amendment Effective Date, each reference in the Credit Agreement to "this Agreement", "hereunder", "hereof", "herein" or words of like import referring to the Credit Agreement, and each reference

in the other Loan Documents to the “Credit Agreement”, “thereunder”, “thereof” or words of like import referring to the Credit Agreement shall mean and be a reference to the Credit Agreement as amended by this Amendment.

(f) Amendment as Loan Document. The Loan Parties acknowledge and agree that this Amendment constitutes a “Loan Document” under the Credit Agreement. Accordingly, it shall be an Event of Default under the Credit Agreement (i) if any representation or warranty made by the Loan Parties under or in connection with this Amendment shall have been untrue, false or misleading in any material respect when made or (ii) subject to the applicable grace periods set forth in the Credit Agreement, if any Loan Party fails to comply with any covenant or agreement set forth herein.

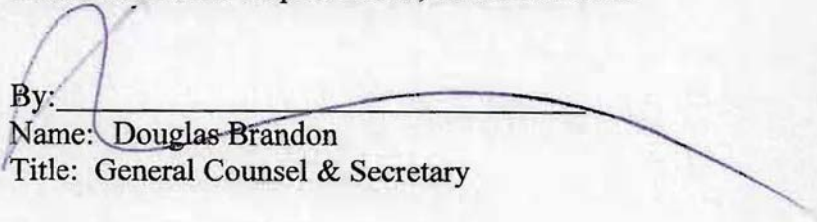
(g) Governing Law. **THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK AND, AS APPLICABLE, THE BANKRUPTCY CODE.**

(h) Waiver of Jury Trial. **EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 5(g).**

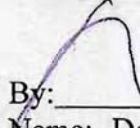
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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective authorized officers as of the day and year first above written.

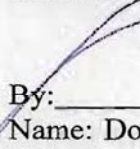
TERRESTAR NETWORKS INC.,
debtor and debtor-in-possession, as the Borrower

By: 
Name: Douglas Brandon
Title: General Counsel & Secretary

TERRESTAR NATIONAL SERVICES, INC.
TERRESTAR LICENSE INC.,
each a debtor and debtor-in-possession, as
Guarantors

By: 
Name: Douglas Brandon
Title: Secretary

0887729 B.C. LTD.,
each a debtor and debtor-in-possession, as Canadian
Guarantors

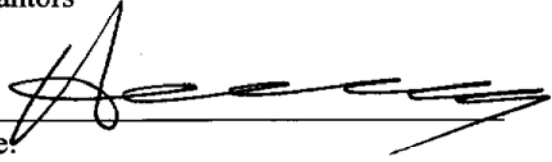
By: 
Name: Douglas Brandon
Title: Secretary

TERRESTAR NETWORKS HOLDINGS
(CANADA) INC.
TERRESTAR NETWORKS (CANADA) INC.
each a debtor and debtor-in-possession, as Canadian
Guarantors


By: _____

Name: _____

Title: _____

A handwritten signature in black ink, consisting of a large, stylized initial 'A' followed by a series of horizontal, wavy lines that extend to the right. The signature is written over a horizontal line.

ECHOSTAR CORPORATION,
as Lender

By: 
Name: DAVID RAYNER
Title: CFO