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Counsel to Debtors and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)
) Chapter 11
)
LIGHTSQUARED INC., *et al.*,)
) Case No. 12-12080 (SCC)
)
 Debtors.¹)
) Jointly Administered
)

**NOTICE OF HEARING ON OMNIBUS MOTION FOR ENTRY OF ORDER
PURSUANT TO 11 U.S.C. § 365(d)(4) FURTHER EXTENDING TIME TO ASSUME OR
REJECT UNEXPIRED LEASES OF NONRESIDENTIAL REAL PROPERTY**

PLEASE TAKE NOTICE that LightSquared Inc. and certain of its affiliates, as debtors and debtors in possession (collectively, “LightSquared”), pursuant to section 365(d)(4) of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (as amended, the “Bankruptcy Code”), submit the motion (the “Motion”) for entry of an order (i) further extending the period to assume or reject certain of its unexpired leases of nonresidential real property and (ii) rejecting

¹ The debtors in these Chapter 11 Cases (as defined below), along with the last four digits of each debtor’s federal or foreign tax or registration identification number, are: LightSquared Inc. (8845), LightSquared Investors Holdings Inc. (0984), One Dot Four Corp. (8806), One Dot Six Corp. (8763), SkyTerra Rollup LLC (N/A), SkyTerra Rollup Sub LLC (N/A), SkyTerra Investors LLC (N/A), TMI Communications Delaware, Limited Partnership (4456), LightSquared GP Inc. (6190), LightSquared LP (3801), ATC Technologies, LLC (3432), LightSquared Corp. (1361), LightSquared Finance Co. (6962), LightSquared Network LLC (1750), LightSquared Inc. of Virginia (9725), LightSquared Subsidiary LLC (9821), Lightsquared Bermuda Ltd. (7247), SkyTerra Holdings (Canada) Inc. (0631), SkyTerra (Canada) Inc. (0629), and One Dot Six TVCC Corp. (0040). The location of the debtors’ corporate headquarters is 10802 Parkridge Boulevard, Reston, VA 20191.



all other of LightSquared's unexpired leases of nonresidential real property not assumed or for which the time to assume has not been extended.

PLEASE TAKE FURTHER NOTICE that a hearing (the "Hearing") on the Motion will be held before the Honorable Shelley C. Chapman, Bankruptcy Judge of the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"), on November 28, 2012 at 10:00 a.m. (prevailing Eastern time).

PLEASE TAKE FURTHER NOTICE that responses or objections, if any, to the Motion and the relief requested therein must be made in writing, conform to the Federal Rules of Bankruptcy Procedure and the Local Rules for the Bankruptcy Court for the Southern District of New York, set forth the basis for the objection and the specific grounds therefor, and be filed with the Bankruptcy Court (a) by registered users of the Bankruptcy Court's case filing system, electronically in accordance with General Order M-399 (which can be found at <http://nysb.uscourts.gov>) and (b) by all other parties in interest, in text-searchable portable document format (PDF) (with a hard copy delivered directly to Chambers), in accordance with the customary practices of the Bankruptcy Court and General Order M-399 and shall be served in accordance with General Order M-399 upon each of the following: (i) LightSquared Inc., 10802 Parkridge Boulevard, Reston, VA 20191, Attn: Marc R. Montagner and Curtis Lu, Esq., (ii) counsel to LightSquared, Milbank, Tweed, Hadley & McCloy LLP, One Chase Manhattan Plaza, New York, NY 10005, Attn: Matthew S. Barr, Esq. and Karen Gartenberg, Esq. (iii) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, 21st Floor, New York, NY 10004, Attn: Susan D. Golden, Esq., (iv) counsel to Harbinger Capital Partners LLC, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, NY 10153, Attn: Debra A. Dandeneau, Esq. and Ronit Berkovich, Esq., (v) counsel to U.S. Bank National

Association, as administrative agent under the Prepetition Inc. Credit Agreement and administrative agent under the Inc. DIP credit agreement, Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, NY 10036, Attn: Philip C. Dublin, Esq. and Kenneth A. Davis, Esq., (vi) counsel to UBS AG, Stamford Branch, as administrative agent under the Prepetition LP Credit Agreement, Latham & Watkins LLP, 885 Third Avenue, New York, NY 10022, Attn: Mark A. Broude, Esq., (vii) counsel to the ad hoc secured group of Prepetition LP Lenders, White & Case LLP, 1155 Avenue of the Americas, New York, NY 10036, Attn: Thomas E Lauria, Esq. and Scott Greissman, Esq., (viii) counterparties to the Extension Leases (as defined in the Motion); and (ix) counterparty to the Rejected Lease (as defined in the Motion), so as to be actually received **no later than November 21, 2012 at 4:00 p.m. (prevailing Eastern time)**. Only those responses or objections that are timely filed, served, and received will be considered at the Hearing.

PLEASE TAKE FURTHER NOTICE that if you do not timely file and serve a written objection to the relief requested in the Motion, the Bankruptcy Court may deem any opposition waived, treat the Motion as conceded, and enter an order granting the relief requested in the Motion without further notice or hearing.

PLEASE TAKE FURTHER NOTICE that a copy of the Motion may be
obtained at no charge at <http://www.kccllc.net/LightSquared> or for a fee via PACER at
<http://www.nysb.uscourts.gov>.

New York, New York
Dated: November 14, 2012

Respectfully submitted,

/s/ Matthew S. Barr
Matthew S. Barr
Karen Gartenberg
Melanie A. McLaughlin
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One Chase Manhattan Plaza
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Counsel to Debtors and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)
) Chapter 11
)
LIGHTSQUARED INC., *et al.*,)
) Case No. 12-12080 (SCC)
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Debtors.¹)
) Jointly Administered
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**OMNIBUS MOTION FOR ENTRY OF ORDER PURSUANT TO
11 U.S.C. § 365(d)(4) FURTHER EXTENDING TIME TO ASSUME OR
REJECT UNEXPIRED LEASES OF NONRESIDENTIAL REAL PROPERTY**

LightSquared Inc. and certain of its affiliates, as debtors and debtors in possession (collectively, "LightSquared") in the above-captioned chapter 11 cases (the "Chapter 11 Cases"), file this motion (the "Motion") for entry of an order (the "Order"), pursuant to section 365(d)(4) of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (as amended, the "Bankruptcy Code"), (i) further extending the time within which LightSquared must assume or reject certain of its unexpired leases of nonresidential real property and (ii) rejecting all other of

¹ The debtors in these Chapter 11 Cases (as defined below), along with the last four digits of each debtor's federal or foreign tax or registration identification number, are: LightSquared Inc. (8845), LightSquared Investors Holdings Inc. (0984), One Dot Four Corp. (8806), One Dot Six Corp. (8763), SkyTerra Rollup LLC (N/A), SkyTerra Rollup Sub LLC (N/A), SkyTerra Investors LLC (N/A), TMI Communications Delaware, Limited Partnership (4456), LightSquared GP Inc. (6190), LightSquared LP (3801), ATC Technologies, LLC (3432), LightSquared Corp. (1361), LightSquared Finance Co. (6962), LightSquared Network LLC (1750), LightSquared Inc. of Virginia (9725), LightSquared Subsidiary LLC (9821), Lightsquared Bermuda Ltd. (7247), SkyTerra Holdings (Canada) Inc. (0631), SkyTerra (Canada) Inc. (0629), and One Dot Six TVCC Corp. (0040). The location of the debtors' corporate headquarters is 10802 Parkridge Boulevard, Reston, VA 20191.

LightSquared's unexpired leases of nonresidential real property not assumed or for which the time to assume has not been extended. In support of this Motion, LightSquared respectfully states as follows:

Jurisdiction

1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334.

This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).

2. Venue in this Court is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The statutory basis for the relief requested herein is section 365(d)(4)(B) of the Bankruptcy Code and rule 6006 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

Background

4. On May 14, 2012 (the "Petition Date"), LightSquared filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code.

5. LightSquared continues to operate its businesses and manage its properties as debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No official committee has been appointed in the Chapter 11 Cases. No request for the appointment of a trustee or examiner has been made in the Chapter 11 Cases.

Background to Motion

6. Immediately prior to the commencement of these Chapter 11 Cases, LightSquared was party to approximately sixteen (16) unexpired nonresidential real property leases.

7. On September 13, 2012, the Court entered an order authorizing LightSquared to reject that certain unexpired nonresidential real property lease agreement with 450 Park Avenue LLC [Docket No. 318] (the "Rejection Order"). Thus, LightSquared has

rejected one unexpired lease of nonresidential real property that is no longer necessary to LightSquared's ongoing business operations and is no longer beneficial to its estates.

8. On October 1, 2012, the Court entered an order [Docket No. 344] (the "Extension Order") extending LightSquared's time to assume or reject the remaining unexpired leases of nonresidential real property (the "Unexpired Leases"), pursuant to section 365(d)(4) of the Bankruptcy Code, through and including December 10, 2012 (the "365(d)(4) Deadline"). The Unexpired Leases are set forth in Schedule 1 attached to the Extension Order.²

9. Extension Leases. Since the Court's entry of the Extension Order, LightSquared, with the assistance of its professional advisors, has diligently continued its strategic review of the Unexpired Leases to determine whether to assume or reject such leases to preserve and maximize value of the estates in these Chapter 11 Cases. In connection with this review process, LightSquared has determined, in the exercise of its sound business judgment, that a further extension of the 365(d)(4) Deadline for certain of the Unexpired Leases (the "Extension Leases") is in the best interest of LightSquared and its estates.³ The Extension Leases relate to nonresidential real property currently used by LightSquared for: (a) inventory fulfillment and warehousing, (b) satellite carrier monitoring stations, and (c) satellite network

² LightSquared notes that two leases set forth in Schedule 1 to the Extension Order (as lease agreements nos. 12 and 14) were inadvertently included as Unexpired Leases. First, lease agreement no. 12 between LightSquared LP and Redwood Empire Public Television, Inc. for space originally used for a satellite carrier monitoring station (the "Redwood Empire Lease") was terminated prior to the Petition Date in Fall 2011, and therefore is not an unexpired lease pursuant to section 365(d)(4) of the Bankruptcy Code. Second, lease agreement no. 14 between LightSquared Corp. and Telestat Canada for space originally used for a satellite carrier monitoring station (the "Telestat Canada Lease") expired in June 2012 pursuant to its own terms and therefore is also not an unexpired lease pursuant to section 365(d)(4) of the Bankruptcy Code. In light of the foregoing, LightSquared contends that no further action need be taken with respect to either the Redwood Empire Lease or the Telestat Canada Lease.

³ As of the filing of this Motion, LightSquared remains in discussions regarding the potential extension of time to assume or reject lease agreement no. 2 set forth in Schedule 1 to the Extension Order between LightSquared LP and APA Properties NO 10 LP (the "Parkridge Lease"). LightSquared anticipates that it will successfully obtain written consent from such counterparty to extend the time to assume or reject the Parkridge Lease and will make a supplemental filing, detailing such extension once consent is obtained.

gateways. Thus, LightSquared has requested, and each of the counterparties to the related Extension Leases (collectively, the “Lessors”) have consented in writing to, extensions to the 365(d)(4) Deadline to and including (y) June 10, 2013, for those Extension Leases set forth in Exhibit A attached to this Motion, and (z) the date upon which a plan of reorganization under chapter 11 of the Bankruptcy Code is confirmed in these Chapter 11 Cases, for those Extension Leases set forth in Exhibit B attached to this Motion. Absent the relief requested herein, LightSquared may, among other things, be forced to make premature and less than fully-informed decisions regarding the assumption or rejection of the Extension Leases, which may have a detrimental impact on its chapter 11 efforts and business operations.

10. Rejected Lease. LightSquared has closely reviewed the terms, required payments, and circumstances surrounding all of the Unexpired Leases and has determined that certain of the related premises are unnecessary to LightSquared’s successful reorganization and currently pose a non-beneficial liability on LightSquared. Accordingly, LightSquared believes that all Unexpired Leases not assumed or for which the time to assume has not been extended, as set forth in Exhibit C attached to this Motion, shall be deemed rejected pursuant to section 365(d)(4)(A) of the Bankruptcy Code (the “Rejected Lease”).

11. LightSquared does not believe that it is party to any other unexpired leases of nonresidential real property that have not been assumed or for which the time to assume has not been extended other than the Rejected Lease set forth in Exhibit C. Nonetheless, to the extent that there are such additional unexpired leases of nonresidential real property, LightSquared believes that they are deemed rejected pursuant to section 365(d)(4)(A) of the Bankruptcy Code.

Relief Requested

12. LightSquared respectfully requests that, pursuant to section 365(d)(4) of the Bankruptcy Code, the Court enter an Order (a) further extending the 365(d)(4) Deadline for the Unexpired Leases as set forth in Exhibit A and Exhibit B and (b) rejecting all other unexpired leases of nonresidential real property that have not been assumed or for which the time to assume has not been extended, including the Rejected Lease set forth in Exhibit C. LightSquared further requests that the relief requested in the Motion be without prejudice to the rights of LightSquared to seek further extensions of the time within which LightSquared may assume or reject any of the Extension Leases.

Basis for Relief

13. Section 365(d)(4) of the Bankruptcy Code provides, in relevant part, that “an unexpired lease of nonresidential real property under which the debtor is the lessee shall be deemed rejected, and the trustee shall immediately surrender that nonresidential real property to the lessor, if the trustee does not assume or reject the unexpired lease by the earlier of (i) the date that is 120 days after the date of the order for relief; or (ii) the date of the entry of an order confirming a plan.” 11 U.S.C. § 365(d)(4)(A). The Court, however, may extend the 120-day deadline before its expiration for an additional ninety (90) days “for cause” and “may grant a subsequent extension only upon prior written consent of the lessor in each instance.” 11 U.S.C. § 365(d)(4)(B).

14. Pursuant to the Extension Order, the Court extended LightSquared’s initial deadline under section 365(d)(4) of the Bankruptcy Code to assume or reject the Extension Leases, through and including December 10, 2012. As a result, any further extension of the 365(d)(4) Deadline for the Extension Leases must be with the prior written consent of the relevant Lessors under section 365(d)(4)(B)(ii) of the Bankruptcy Code.

15. Consistent with section 365(d)(4)(B)(ii) of the Bankruptcy Code, LightSquared has requested, and the Lessors have consented in writing to, the extensions of the 365(d)(4) Deadline sought in this Motion. Therefore, LightSquared submits that the Court should grant the relief requested herein, and that LightSquared need not demonstrate any further justification for such extensions in light of each Lessor's written consent.⁴

16. Additionally, LightSquared has not obtained any further extension of the 365(d)(4) Deadline for the Rejected Lease. Therefore, consistent with section 365(d)(4)(A) of the Bankruptcy Code, LightSquared submits that any Unexpired Lease that it has not assumed by December 10, 2012, and for which prior written consent has not been obtained from the relevant Lessor to extend the statutory period (including the Rejected Lease listed on Exhibit C), should be deemed rejected pursuant to section 365(d)(4)(A) of the Bankruptcy Code. LightSquared notes that the deadline to file a proof of claim in respect of a prepetition claim against any LightSquared debtor has already passed.⁵ Thus, pursuant to the Bar Date Order, the counterparty to the Rejected Lease and a counterparty to any other unexpired lease of nonresidential real property deemed rejected pursuant to the Order shall have thirty (30) days after entry of the Order to file a proof of claim for any damages resulting from the rejection of such lease of nonresidential real property.

⁴ Copies of each Lessor's written consent is available upon reasonable request.

⁵ Pursuant to the Order Pursuant to 11 U.S.C. § 502(b)(9) and Fed. R. Bankr. P. 2002 and 3003(c)(3) Establishing Deadlines for Filing Proofs of Claim and Procedures Relating Thereto and Approving Form and Manner of Notice Thereof [Docket No. 266] (the "Bar Date Order"), the deadline to file a proof of claim in respect of a prepetition claim against any of the LightSquared debtors was September 25, 2012 at 5:00 p.m. (prevailing Eastern time).

Reservation of Rights

17. LightSquared reserves the right to seek further extensions of the time within which it may assume or reject the Extension Leases pursuant to section 365(d)(4)(B)(ii) of the Bankruptcy Code.

Motion Practice

18. This Motion includes citations to the applicable rules and statutory authorities upon which the relief requested herein is predicated, and a discussion of their application to this Motion. As such, LightSquared submits that this Motion satisfies Rule 9013-1(a) of the Local Bankruptcy Rules for the Southern District of New York.

Notice

19. LightSquared has caused notice of this Motion to be provided by electronic mail, facsimile, regular or overnight mail, and/or hand delivery to (a) the U.S. Trustee, (b) the entities listed on the Consolidated List of Creditors Holding the 20 Largest Unsecured Claims filed pursuant to Bankruptcy Rule 1007(d), (c) counsel to the Prepetition Agents and the DIP Agent, (d) counsel to the ad hoc secured group of Prepetition LP Lenders, (e) counsel to Harbinger Capital Partners LLC, (f) the Internal Revenue Service, (g) the United States Attorney for the Southern District of New York, (h) the Federal Communications Commission, (i) Industry Canada, (j) all parties who have filed a notice of appearance in the Chapter 11 Cases, (k) the Lessors under the Extension Leases, and (l) the Lessor under the Rejected Lease. LightSquared respectfully submits that no other or further notice is required or necessary.

WHEREFORE, for the reasons set forth above, LightSquared respectfully requests that the Court (i) enter the Order, substantially in the form attached hereto as Exhibit D,

granting the relief requested herein, and (ii) grant such other and further relief as the Court may deem just and proper.

New York, New York
Dated: November 14, 2012

/s/ Matthew S. Barr
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Karen Gartenberg
Melanie A. McLaughlin
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1 Chase Manhattan Plaza
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(212) 530-5000

Counsel to Debtors and Debtors in Possession

Exhibit A

Extension Leases – 365(d)(4) Deadline Extended to June 10, 2013

No.	Contract Type	LightSquared Party	Counterparty	Location of Real Property	Description of Property
1	Lease Agreement	LightSquared LP	Encuentro Christian Network, Corp PO Box 310 Bayamon, Puerto Rico 00960-0310	167 Avenue, Kilometer 18.9 Pajaros Ward Bayamon, Puerto Rico 00957	SCMS (Satellite Carrier Monitoring Station) lease of space
2	Lease Agreement	LightSquared LP	Pensionfund Realty Limited 402 - 350 Sparks Street Ottawa, ON K1R 7S8 Canada	1601 Telesat Court Ottawa, ON K1B 5R3 Canada	Office Lease
3	Lease Agreement	LightSquared LP	Pensionfund Realty Limited 402 - 350 Sparks Street Ottawa, ON K1R 7S8 Canada	1601 Telesat Court Ottawa, ON K1B 5R3 Canada	Satellite Network Gateway
4	Lease Agreement	LightSquared LP	SED Systems 18 Innovation Blvd., P.O. Box 1464 Saskatoon, SK S7K 3P7 Canada	107 Perimeter Road Saskatoon, SK S7N 2R3 Canada	Satellite Network Gateway
5	Lease Agreement	LightSquared LP	Westar Satellite Service LP 221 West 26 th Street New York, NY 10001	777 Westar Lane Cedar Hill, TX 75104	Satellite Network Gateway

Exhibit B

Extension Leases – 365(d)(4) Deadline Extended to Confirmation of a Chapter 11 Plan of Reorganization

No.	Contract Type	LightSquared Party	Counterparty	Location of Real Property	Description of Property
1	Lease Agreement	LightSquared Corp.	Alaska Public Telecommunications Inc 3877 University Drive Anchorage, AK 99508	3877 University Drive Anchorage, AK 99503	SCMS (Satellite Carrier Monitoring Station) lease of space
2	Lease Agreement	LightSquared Corp.	DeGannes, Tammy A. 21091 F.M. 507 Harlingen, TX 78550	21091 FM 507 Harlingen, TX 78550	SCMS (Satellite Carrier Monitoring Station) lease of space
3	Lease Agreement	LightSquared LP	Intelsat Corporation 3400 International Dr. Washington, DC 20008	961 Anselmo Court Napa, CA 94558	Satellite Network Gateway
4	Lease Agreement	LightSquared LP	McGraw-Hill Broadcasting, Inc. 4600 Air Way San Diego, CA 92102	4600 Air Way San Diego, CA 92102	SCMS (Satellite Carrier Monitoring Station) lease of space
5	Lease Agreement	LightSquared Corp.	Newfoundland Broadcasting Co. Ltd P.O. Box 2020, Station C St. John's, NL A1C 5S2 Canada	446 Logy Bay Road St. John's, NL A1C552 Canada	SCMS (Satellite Carrier Monitoring Station) lease of space
6	Lease Agreement	LightSquared LP	Orbit Logistics a/k/a Clemons Courier Services Inc 7309 Capehart Rd. Richmond, VA 23294	4227 Carolina Avenue Richmond, VA 23222	Inventory Fulfillment and Warehousing Lease
7	Lease Agreement	LightSquared LP; One Dot Six Corp.	Polaris Logistics 6675 Amberton Dr., Ste. 1 Elkridge, MD 21075	6675 Amberton Drive, Suite 1 Elkridge, MD 21075	Inventory Fulfillment and Warehousing Lease

Exhibit C

Rejected Lease¹

No.	Contract Type	LightSquared Party	Counterparty	Location of Real Property	Description of Property
1	Lease Agreement	LightSquared LP	Parkridge Five Associates Partnership 12007 Sunrise Valley Drive, Suite 400 Reston, VA 20191	10780-10790 Parkridge Drive Reston, VA 20191	Terrestrial Antenna Rooftop Lease

¹ LightSquared does not believe that it is party to any other unexpired leases of nonresidential real property that have not been assumed or for which the time to assume has not been extended other than the Rejected Lease set forth in this Exhibit C. Nonetheless, to the extent that there are such additional unexpired leases of nonresidential real property, LightSquared believes that they are deemed rejected pursuant to section 365(d)(4)(A) of the Bankruptcy Code.

Exhibit D

Proposed Order

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)
) Chapter 11
)
LIGHTSQUARED INC., *et al.*,) Case No. 12-12080 (SCC)
)
)
Debtors.¹) Jointly Administered
)
)

**ORDER PURSUANT TO 11 U.S.C. § 365(d)(4) EXTENDING TIME TO ASSUME OR
REJECT UNEXPIRED LEASES OF NONRESIDENTIAL REAL PROPERTY**

Upon the motion (the “Motion”)² of LightSquared Inc. and certain of its affiliates, as debtors and debtors in possession (collectively, “LightSquared”) in the above-captioned chapter 11 cases (the “Chapter 11 Cases”), for entry of an order (the “Order”), pursuant to section 365(d)(4) of the Bankruptcy Code and rule 6006 of the Bankruptcy Rules, (i) further extending the period to assume or reject certain of its unexpired leases of nonresidential real property and (ii) rejecting all other of LightSquared’s unexpired leases of nonresidential real property not assumed or for which the time to assume has not been extended, all as more fully set forth in the Motion; and it appearing that this Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and it appearing that this proceeding is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and it appearing that venue of this proceeding and the Motion in this Court is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and notice of the Motion appearing adequate

¹ The debtors in these Chapter 11 Cases (as defined below), along with the last four digits of each debtor’s federal or foreign tax or registration identification number, are: LightSquared Inc. (8845), LightSquared Investors Holdings Inc. (0984), One Dot Four Corp. (8806), One Dot Six Corp. (8763), SkyTerra Rollup LLC (N/A), SkyTerra Rollup Sub LLC (N/A), SkyTerra Investors LLC (N/A), TMI Communications Delaware, Limited Partnership (4456), LightSquared GP Inc. (6190), LightSquared LP (3801), ATC Technologies, LLC (3432), LightSquared Corp. (1361), LightSquared Finance Co. (6962), LightSquared Network LLC (1750), LightSquared Inc. of Virginia (9725), LightSquared Subsidiary LLC (9821), Lightsquared Bermuda Ltd. (7247), SkyTerra Holdings (Canada) Inc. (0631), SkyTerra (Canada) Inc. (0629), and One Dot Six TVCC Corp. (0040). The location of the debtors’ corporate headquarters is 10802 Parkridge Boulevard, Reston, VA 20191.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

and appropriate under the circumstances; and the Court having found that no other or further notice is needed or necessary; and the Court having reviewed the Motion and having heard statements in support of the Motion at a hearing held before the Court (the "Hearing"); and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and it appearing, and the Court having found, that the relief requested in the Motion is in the best interests of LightSquared, its estates, its creditors, and other parties in interest; and any objections to the relief requested in the Motion having been withdrawn or overruled on the merits; and after due deliberation and sufficient cause appearing therefor, it is hereby **ORDERED** that:

1. The Motion is granted.
2. Extension Leases. The time period under section 365 of the Bankruptcy Code by which LightSquared may assume or reject the Extension Leases is extended to and including (i) June 10, 2013, for those Extension Leases listed on Schedule 1 attached to this Order and (ii) the date of confirmation of a plan of reorganization under chapter 11 of the Bankruptcy Code in these Chapter 11 Cases, for those Extension Leases listed on Schedule 2 attached to this Order.
3. The entry of this Order is without prejudice to LightSquared's right to request further extensions of the time to assume or reject any of the Extension Leases in accordance with the Bankruptcy Code.
4. Notwithstanding anything to the contrary contained herein, the listing of an agreement or a party as an Extension Lease shall not constitute an admission by LightSquared that such agreement, or any agreement with such party, is an unexpired lease within the meaning

of section 365 of the Bankruptcy Code, or that it is necessarily a binding and enforceable contract.

5. Rejected Lease. The Rejected Lease listed on Schedule 3 attached to this Order is an executory contract capable of being rejected under section 365 of the Bankruptcy Code and is deemed rejected as of December 10, 2012 in accordance with section 365(d)(4)(A) of the Bankruptcy Code (the "Rejection Date"). Additionally, all other unexpired leases of nonresidential real property that LightSquared has not assumed or for which the time to assume has not been extended are deemed rejected as of the Rejection Date.

6. The counterparty to the Rejected Lease and any other unexpired lease of nonresidential real property deemed rejected pursuant to this Order (together, the "Counterparties") are entitled to immediate possession of the relevant leased premises as of the Rejection Date without further notice or order.

7. The Counterparties will have thirty (30) days after entry of this Order to file a proof of claim for any rejection damages resulting from the rejection of the relevant leases.

8. LightSquared is authorized to take all actions necessary to effectuate the relief granted pursuant to this Order.

9. The requirements set forth in rule 9013-1(a) of the Local Bankruptcy Rules for the Southern District of New York are satisfied.

10. The Court retains jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Order.

Dated: _____, 2012
New York, New York

HONORABLE SHELLEY C. CHAPMAN
UNITED STATES BANKRUPTCY JUDGE

Schedule 1 to Order Pursuant to 11 U.S.C. § 365(d)(4)(B)(ii)

Extension Leases – 365(d)(4) Deadline Extended to June 10, 2013

No.	Contract Type	LightSquared Party	Counterparty	Location of Real Property	Description of Property
1	Lease Agreement	LightSquared LP	Encuentro Christian Network, Corp PO Box 310 Bayamon, Puerto Rico 00960-0310	167 Avenue, Kilometer 18.9 Pajaros Ward Bayamon, Puerto Rico 00957	SCMS (Satellite Carrier Monitoring Station) lease of space
2	Lease Agreement	LightSquared LP	Pensionfund Realty Limited 402 - 350 Sparks Street Ottawa, ON K1R 7S8 Canada	1601 Telesat Court Ottawa, ON K1B 5R3 Canada	Office Lease
3	Lease Agreement	LightSquared LP	Pensionfund Realty Limited 402 - 350 Sparks Street Ottawa, ON K1R 7S8 Canada	1601 Telesat Court Ottawa, ON K1B 5R3 Canada	Satellite Network Gateway
4	Lease Agreement	LightSquared LP	SED Systems 18 Innovation Blvd., P.O. Box 1464 Saskatoon, SK S7K 3P7 Canada	107 Perimeter Road Saskatoon, SK S7N 2R3 Canada	Satellite Network Gateway
5	Lease Agreement	LightSquared LP	Westar Satellite Service LP 221 West 26 th Street New York, NY 10001	777 Westar Lane Cedar Hill, TX 75104	Satellite Network Gateway

Schedule 2 to Order Pursuant to 11 U.S.C. § 365(d)(4)(B)(ii)

Extension Leases – 365(d)(4) Deadline Extended to Confirmation of a Chapter 11 Plan of Reorganization

No.	Contract Type	LightSquared Party	Counterparty	Location of Real Property	Description of Property
1	Lease Agreement	LightSquared Corp.	Alaska Public Telecommunications Inc 3877 University Drive Anchorage, AK 99508	3877 University Drive Anchorage, AK 99503	SCMS (Satellite Carrier Monitoring Station) lease of space
2	Lease Agreement	LightSquared Corp.	DeGannes, Tammy A. 21091 F.M. 507 Harlingen, TX 78550	21091 FM 507 Harlingen, TX 78550	SCMS (Satellite Carrier Monitoring Station) lease of space
3	Lease Agreement	LightSquared LP	Intelsat Corporation 3400 International Dr. Washington, DC 20008	961 Anselmo Court Napa, CA 94558	Satellite Network Gateway
4	Lease Agreement	LightSquared LP	McGraw-Hill Broadcasting, Inc. 4600 Air Way San Diego, CA 92102	4600 Air Way San Diego, CA 92102	SCMS (Satellite Carrier Monitoring Station) lease of space
5	Lease Agreement	LightSquared Corp.	Newfoundland Broadcasting Co. Ltd P.O. Box 2020, Station C St. John's, NL A1C 5S2 Canada	446 Logy Bay Road St. John's, NL A1C552 Canada	SCMS (Satellite Carrier Monitoring Station) lease of space
6	Lease Agreement	LightSquared LP	Orbit Logistics a/k/a Clemons Courier Services Inc 7309 Capehart Rd. Richmond, VA 23294	4227 Carolina Avenue Richmond, VA 23222	Inventory Fulfillment and Warehousing Lease
7	Lease Agreement	LightSquared LP; One Dot Six Corp.	Polaris Logistics 6675 Amberton Dr., Ste. 1 Elkridge, MD 21075	6675 Amberton Drive, Suite 1 Elkridge, MD 21075	Inventory Fulfillment and Warehousing Lease

Schedule 3 to Order Pursuant to 11 U.S.C. § 365(d)(4)(A)

Rejected Lease¹

No.	Contract Type	LightSquared Party	Counterparty	Location of Real Property	Description of Property
1	Lease Agreement	LightSquared LP	Parkridge Five Associates Partnership 12007 Sunrise Valley Drive, Suite 400 Reston, VA 20191	10780-10790 Parkridge Drive Reston, VA 20191	Terrestrial Antenna Rooftop Lease

¹ LightSquared does not believe that it is party to any other unexpired leases of nonresidential real property that have not been assumed or for which the time to assume has not been extended other than the Rejected Lease set forth in this Schedule 3. Nonetheless, to the extent that there are such additional unexpired leases of nonresidential real property, LightSquared believes that they are deemed rejected pursuant to section 365(d)(4)(A) of the Bankruptcy Code.