

IN THE SUPREME COURT OF THE STATE OF NEVADA

IN THE MATTER OF DISH NETWORK
DERIVATIVE LITIGATION.

JACKSONVILLE POLICE AND FIRE
PENSION FUND,

Appellant,

vs.

GEORGE R. BROKAW; CHARLES M.
LILLIS; TOM A. ORTOLF; CHARLES
W. ERGEN; CANTEY M. ERGEN;
JAMES DEFRANCO; DAVID K.
MOSKOWITZ; CARL E. VOGEL;
THOMAS A. CULLEN; KYLE J. KISER;
AND R. STANTON DODGE,

Respondent.

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**JOINT APPENDIX
VOLUME 7 of 44**

JEFF SILVESTRI (NSBN 5779)
AMANDA C. YEN (NSBN 9726)
DEBBIE LEONARD (NSBN 8620)
McDONALD CARANO WILSON LLP
2300 W. Sahara Avenue, Suite 1200
Las Vegas, NV 89102
Telephone: (702) 873-4100
Facsimile: (702) 873-9966
jsilvestri@mcdonaldcarano.com
ayen@mcdonaldcarano.com
dleonard@mcdonaldcarano.com

BRIAN W. BOSCHEE (NSBN 7612)
WILLIAM N. MILLER (NSBN 11658)
HOLLEY, DRIGGS, WALCH,
FINE, WRAY, PUZEY & THOMPSON
400 South Fourth Street, Third Floor
Las Vegas, Nevada 89101
Telephone: (702) 791-0308
bboschee@nevadafirm.com
wmiller@nevadafirm.com

MARK LEOVITCH (*pro hac vice*)
JEROEN VAN KWAWEGEN (*pro hac*
vice)
ADAM D. HOLLANDER (*pro hac vice*)
BERNSTEIN LITOWITZ BERGER &
GROSSMANN LLP
1251 Avenue of the Americas, 44th Floor
New York, NY 10020
Telephone: (212) 554-1400
markL@blbglaw.com
jeroen@blbglaw.com
adam.hollander@blbglaw.com

Attorneys for Appellant Jacksonville Police and Fire Pension Fund

J. STEPHEN PEEK
 ROBERT J. CASSITY
 HOLLAND & HART LLP
 9555 Hillwood Drive, 2nd Floor
 Las Vegas, NV 89134
 Phone: (702) 669-4600
 Fax: (702) 669-4650
S.Peek@hollandhart.com
BCassity@hollandhart.com

HOLLY STEIN SOLLOD
(pro hac vice)
 HOLLAND & HART LLP
 555 17th Street, Suite 3200
 Denver, CO 80202
 Phone: (303) 975-5395
 Fax: (303) 975-5395
hsteinsollod@hollandhart.com

DAVID C. MCBRIDE *(pro hac vice)*
 ROBERT S. BRADY *(pro hac vice)*
 C. BARR FLINN *(pro hac vice)*
 EMILY V. BURTON *(pro hac vice)*
 YOUNG, CONAWAY, STARGATT &
 TAYLOR, LLP
 Rodney Square, LLP
 1000 North King Street
 Wilmington, DE 19801
 Phone: (302) 571-6600
 Fax: (302) 571-1253
dmcbride@ycst.com
rbrady@ycst.com
bflinn@ycst.com
eburton@ycst.com

Attorneys for the Respondent Special Litigation Committee Dish Network Corporation

Date	Document Description	Volume	Bates No.
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2014-08-29	Affidavit of Service re Second Amended Complaint Stanton Dodge	Vol. 18	JA004268 – JA004271
2014-08-29	Affidavit of Service re Second Amended Complaint Thomas A. Cullen	Vol. 18	JA004274 – JA004275
2013-08-22	Affidavit of Service re Verified Shareholder Complaint	Vol. 1	JA000040

¹ JA = Joint Appendix

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2014-10-26	Appendix, Volume 1 of the Appendix to the Report of the Special Litigation Committee of DISH Network Corporation (No exhibits attached)	Vol. 20	JA004958 – JA004962
2014-10-27	Appendix, Volume 2 of the Appendix to the Report of the Special Litigation Committee of DISH Network Corporation (No exhibits attached)	Vol. 20	JA004963 – JA004971

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2014-10-27	Appendix, Volume 3 of the Appendix to the Report of the Special Litigation Committee of DISH Network Corporation and Selected Exhibits to Special Litigation Committee's Report: Exhibit 162 (Omnibus Objection of the United States Trustee to Confirmation dated Nov. 22, 2013); Exhibit 172 (Hearing Transcript dated December 10, 2013); and Exhibit 194 (Transcript, Hearing: Bench Decision in Adv. Proc. 13-01390-scc., Hearing: Bench Decision on Confirmation of Plan of Debtors (12-12080-scc), In re LightSquared Inc., No. 12-120808-scc, Adv. Proc. No. 13-01390-scc (Bankr. S.D.N.Y. May 8, 2014)); Exhibit 195 (Post-Trial Findings of Fact and Conclusion of Law dated June 10, 2014 (In re LightSquared, No. 12-120808 (Bankr. S.D.N.Y.)); Exhibit 203 (Decision Denying Confirmation of Debtors' Third Amended Joint Plan Pursuant to Chapter 11 of Bankruptcy Code (In re LightSquared, No. 12-120808 (Bankr. S.D.N.Y.))	Vol. 20 Vol. 21 Vol. 22 Vol. 23	JA004972 – JA005001 JA005002 – JA005251 JA005252 – JA005501 JA005502 – JA005633
2014-10-27	Appendix, Volume 4 of the Appendix to the Report of the Special Litigation Committee of DISH Network Corporation (No exhibits attached)	Vol. 23	JA005634 – JA005642

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2014-10-27	Appendix, Volume 5 of the Appendix to the Report of the Special Litigation Committee of DISH Network Corporation and Selected Exhibits to Special Litigation Committee's Report: Exhibit 395 (Perella Fairness Opinion dated July 21, 2013); Exhibit 439 (Minutes of the Special Meeting of the Board of Directors of DISH Network Corporation (December 9, 2013). (In re LightSquared, No. 12-120808 (Bankr. S.D.N.Y.)) (Filed Under Seal)	Vol. 23	JA005643 – JA005674
2014-10-27	Appendix, Volume 6 of the Appendix to the Report of the Special Litigation Committee of DISH Network Corporation (No exhibits attached)	Vol. 23	JA005675 – JA005679
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2015-07-02	Special Litigation Committee's Appendix of Exhibits to their Supplemental Reply in Support of their Motion to Defer (Exhibits Filed Publicly) (Includes Exhibits: A, B, F, G, H, I, L and M)	Vol. 37 Vol. 38	JA009921 – JA009251 JA009252 – JA009498
2015-07-02	Special Litigation Committee's Appendix of SLC Report Exhibits Referenced in Supplemental Reply in Support of the Motion to Defer (Exhibits Filed Under Seal) (Includes SLC Report Exhibits 298, 394, 443, 444, 446, 447 and 454)	Vol. 41	JA0010002 – JA010048
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2014-11-18	Special Litigation Committee's Motion to Defer to its Determination that the Claims Should Be Dismissed	Vol. 23 Vol. 24	JA005750 – JA005751 JA005751 – JA005867

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2015-12-08	Special Litigation Committee's Supplement to Opposition to Plaintiff's Motion to Retax	Vol. 43	JA010690 – JA010699
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2013-08-09	Verified Shareholder Derivative Complaint	Vol. 1	JA000001 – JA000034

provide the other (or its counsel) with copies of, all filings made by such party with any Governmental Entity or any other information supplied by such party to a Governmental Entity in connection with this Agreement and the Transactions. Each of Sellers, on the one hand, and Purchaser, on the other hand, shall promptly provide the other with copies of any written communication received by it from any Governmental Entity regarding any of the Transactions. If any of Sellers or their respective Affiliates, on the one hand, and Purchaser or its Affiliate, on the other hand, receives a request for additional information or documentary material from any such Governmental Entity with respect to any of the Transactions, then such party shall endeavor in good faith to make, or cause to be made, as soon as reasonably practicable and after consultation with the other, an appropriate response in compliance with such request.

(d) Sellers and Purchaser shall use their reasonable best efforts to obtain, or cause to be obtained, as promptly as possible, all Required Regulatory Approvals. Each Party shall cooperate fully with the other Parties in promptly seeking to obtain all such consents, authorizations, orders and approvals. In addition, subject to the terms of this Agreement, no party hereto shall take any action after the date hereof that would reasonably be expected to materially delay the obtaining of, or result in not obtaining, any Required Regulatory Approval. Each Party hereto agrees to make an appropriate filing pursuant to the HSR Act with respect to the Transactions within ten (10) Business Days after the date hereof and to make any required filing pursuant to the Competition Act with respect to the Transactions within twenty (20) Days after the date hereof, and to supply as promptly as practicable any additional information and documentary material that may be requested by any Governmental Entity pursuant to the HSR Act or the Competition Act. Without limiting the generality of Purchaser's undertakings pursuant to this Section 6.3(d), Purchaser shall use its reasonable best efforts and take any and all steps necessary to avoid or eliminate each and every impediment that may be asserted by any Governmental Entity or any other Person so as to enable the parties hereto to obtain the Required Regulatory Approvals and consummate the Transactions as promptly as possible, including proposing, negotiating, committing to and effecting, by consent decree, hold separate orders or otherwise, the sale, divestiture, disposition, or restriction in the use, of any of its assets, properties or businesses or of the assets, properties or businesses to be acquired by it pursuant to this Agreement as required in order to avoid the entry of, or to effect the dissolution of, any injunction, temporary restraining order or other order in any suit or proceeding, which would otherwise have the effect of materially delaying or preventing the consummation of the Transactions. In addition, Purchaser shall use its reasonable best efforts to defend through litigation on the merits any claim asserted before a Governmental Entity by any Person in order to avoid entry of, or to have vacated or terminated, any order, notice or decree (whether temporary, preliminary or permanent) that would restrain, enjoin or otherwise prohibit the consummation of the Transactions. Notwithstanding the foregoing or any other covenant herein contained, nothing in this Agreement shall be deemed to require Sellers to (i) commence any litigation against any Person in order to facilitate the consummation of any of the Transactions, (ii) take or agree to take any other action or agree to any limitation that would reasonably be expected to have a Material Adverse Effect or (iii) refrain from engaging in regulatory activities otherwise permitted under Section 6.1(b)(iv) of this Agreement.

(e) Sellers and Purchaser shall use their commercially reasonable efforts to obtain, and to cooperate with each other to obtain, at the earliest practicable date all consents and approvals (other than the Required Regulatory Approvals) required to consummate the Closing

and the other Transactions, including the consents and approvals referred to in Sections 7.1(a) and 7.2(a) of the Disclosure Letter; provided, however, that neither Purchaser nor any Seller shall be obligated to pay any consideration therefor to any Third Party from whom consent or approval is requested, or to initiate any litigation or legal proceedings to obtain any such consent or approval.

(f) Purchaser shall as promptly as possible, but in no event later than twenty (20) Business Days following the execution of this Agreement, prepare and file with the Investment Review Division of Industry Canada an application for review if such application is required under Part IV of the Investment Canada Act and, as promptly as reasonably practicable following such filing, submit to the Director of Investments under the Investment Canada Act draft written undertakings to Her Majesty the Queen in Right of Canada, on terms and conditions reasonably satisfactory to Purchaser, and shall, in a timely manner, submit executed undertakings in connection with the Investment Canada Approval. With respect to the Investment Canada Approval, Sellers shall use commercially reasonable efforts, at the sole cost and expense of Purchaser, to assist Purchaser in obtaining the Investment Canada Approval as Purchaser may reasonably request from time to time including, promptly providing such information and assistance as may be reasonably requested by Purchaser to assist in preparing the application for review and to satisfy, as promptly as reasonably practicable, any requests for information and documentation Purchaser receives from any Governmental Entity in respect of the Investment Canada Approval. Purchaser shall keep Sellers reasonably informed as to the status of the Investment Canada Approval proceedings and shall promptly advise Sellers of any material written or verbal communications Purchaser has with the Investment Review Division of Investment Canada staff or the Minister of Industry or his designee relating to the Investment Canada Approval. Information and documentation may be provided to counsel to Sellers on an external counsel basis, in which case such information and documentation shall not be communicated to Sellers.

Section 6.4 Bankruptcy Court Matters.

(a) At least twenty-four (24) hours prior to serving or filing any material motion, application, and pleading, (including memoranda, exhibits, supporting affidavits and evidence and other supporting documentation) in their Bankruptcy Cases or in the CCAA Recognition Proceedings relating to or affecting the Transactions, including any pleading seeking relief related to the sale, Sellers shall provide a draft thereof to Purchaser and its counsel, and provide Purchaser (and its advisors and counsel) with a reasonable opportunity to consult within such twenty-four (24) hour period with Sellers with respect to any and all such material motions, applications, and pleadings.

(b) Sellers shall use commercially reasonable efforts to assume and assign the Designated Contracts to Purchaser, including taking all actions reasonably required to (i) obtain a Bankruptcy Court order containing a finding that the proposed assumption and assignment of the Designated Contracts to Purchaser satisfies all applicable requirements of Section 365 or 1123(b)(2) of the Bankruptcy Code, and (ii) obtain an order of the Canadian Court recognizing such order of the Bankruptcy Court.

(c) Promptly upon the execution of this Agreement, Purchaser and Sellers shall use commercially reasonable efforts to obtain as soon as possible, but subject to the notice requirements of the Bankruptcy Code and Bankruptcy Rules, the requirements of the Bidding Procedures Order (and the bidding procedures contained therein) and the Bankruptcy Court's availability, the Bankruptcy Court's entry of the Confirmation Order, and thereafter the Canadian Court's entry of the Confirmation Recognition Order.

(d) This Agreement is subject to approval by the Bankruptcy Court pursuant to the Confirmation Order, and the Canadian Court's recognition thereof pursuant to the Confirmation Recognition Order, and the consideration by Sellers of higher or better competing bids (each, a "Competing Bid"). Notwithstanding anything contained in this Agreement, from the date hereof until the Closing, Sellers shall be permitted to cause their representatives and Affiliates to take any actions that Sellers deem necessary or appropriate in connection with pursuing any Alternative Transaction. For the avoidance of doubt, Sellers shall have the responsibility and obligation to respond to any inquiries or offers to purchase all or any part of the Acquired Assets and perform any and all other acts related thereto which are required under the Bankruptcy Code, the CCAA or other Applicable Law, including supplying information relating to the Business and the assets of Sellers to prospective purchasers.

Section 6.5 Employee Matters.

(a) Prior to the Closing Date, Purchaser may, or may cause an Affiliate to, offer to employ, such employment to be effective on the Closing Date, any of the employees of Sellers (each such employee who accepts an offer and commences working for Purchaser or its Affiliate effective on the Closing Date, a "Transferred Employee") which employment shall be on terms and conditions, including compensation and benefit levels and recognition of existing notice of termination and severance entitlements, that are substantially similar to the terms and conditions that are in effect for those employees immediately prior to the Closing Date. In addition, for a period of at least one year following the Closing Date, Purchaser shall provide each Transferred Employee with compensation and benefits that are substantially similar to those provided to each such Transferred Employee immediately prior to the Closing Date. Purchaser shall assume all Employee Obligations with respect to both Transferred Employees and Sellers' other employees. Sellers shall use commercially reasonable efforts to cooperate with Purchaser in Purchaser's recruitment of, and offer to employ, the Transferred Employees.

(b) To the extent that any obligations might arise under the Worker Adjustment Retraining Notification Act, 29 U.S.C. § 2101 et seq., or under any similar provision of any United States federal, state, regional, non-United States or local law, rule or regulation (hereinafter referred to collectively as "WARN Obligations") as a consequence of the actions taken by or at the direction of Purchaser, Purchaser shall be responsible for such WARN Obligations.

(c) From the date hereof through the Closing Date, Sellers shall allow Purchaser reasonable access to meet with and interview employees of Sellers upon reasonable notice and during normal business hours in connection with the covenants contained in this Section 6.5; provided, that (i) all activities covered by this Section 6.5(c) shall be at the sole cost and expense

of Purchaser and (ii) any such activities shall be conducted in such manner as not to interfere unreasonably with Sellers' conduct of the Business.

Section 6.6 Subsequent Actions. If at any time after the Closing Date, Purchaser or Sellers consider or are advised that any deeds, bills of sale, instruments of conveyance, assignments, assurances or any other actions or things are necessary or desirable to vest, perfect or confirm ownership (of record or otherwise) in Purchaser, its right, title or interest in, to or under any or all of the Acquired Assets or otherwise to carry out this Agreement, including Purchaser's assumption of the Assumed Liabilities, Purchaser or Sellers shall at Purchaser's sole cost and expense, execute and deliver all deeds, bills of sale, instruments of conveyance, powers of attorney, assignments, assumptions and assurances and take and do all such other actions and things as may be requested by the other party in order to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in Purchaser or otherwise to carry out this Agreement.

Section 6.7 Publicity. From the date of this Agreement through the Closing and without limiting or restricting any party from making any filing with the Bankruptcy Court with respect to this Agreement or the Transactions, no party shall issue any press release or public announcement concerning this Agreement or the Transactions without obtaining the prior written approval of the other party, which approval will not be unreasonably withheld, conditioned or delayed, unless, in the reasonable judgment of Purchaser or Sellers, disclosure is otherwise required by Applicable Law, the Bankruptcy Code, the CCAA, the Bankruptcy Court or the Canadian Court with respect to filings to be made with the Bankruptcy Court or the Canadian Court in connection with this Agreement or by the applicable rules of the Securities Exchange Commission or any stock exchange on which Purchaser lists securities, provided that the party intending to make such release shall use its reasonable best efforts consistent with such Applicable Law, Bankruptcy Code, CCAA, Bankruptcy Court or Canadian Court requirement, or Securities Exchange Commission or stock exchange rule, to consult with the other party with respect to the text thereof.

Section 6.8 Tax Matters.

(a) Purchaser and Sellers agree that the Purchase Price is exclusive of any Transfer Taxes. Purchaser shall promptly pay directly to the appropriate Tax Authority all applicable Transfer Taxes that may be imposed upon or payable or collectible or incurred in connection with this Agreement or the transactions contemplated herein, or that may be imposed upon or payable or collectible or incurred in connection with the Transactions; provided, that if any such Transfer Taxes are required to be collected, remitted or paid by a Seller or other Person, such Transfer Taxes shall be paid by Purchaser to such Seller or other Person at such time as such Transfer Taxes are required to be paid under Applicable Law.

(b) Purchaser and Sellers covenant and agree that they will use their commercially reasonable efforts to obtain an order from the Bankruptcy Court pursuant to Section 1146 of the Bankruptcy Code exempting, to the maximum extent possible, the Transfer of the Acquired Assets from Sellers to Purchaser from any and all Transfer Taxes (as hereinafter defined). To the extent the Transactions or any portion of the Transactions are not exempt from Transfer Taxes under Section 1146 of the Bankruptcy Code, Purchaser shall be responsible for and shall

pay all Transfer Taxes in accordance with Section 6.8(a). Purchaser and Sellers shall cooperate in providing each other with any appropriate certification and other similar documentation relating to exemption from Transfer Taxes (including any appropriate resale exemption certifications), as provided under Applicable Law.

(c) Purchaser and Sellers agree to furnish, or cause their Affiliates to furnish, to each other, upon request, as promptly as practicable, such information and assistance relating to the Acquired Assets or the Business (including access to books and records) as is reasonably necessary for the filing of all Tax Returns, and making of any election related to Taxes, the preparation for any audit by any Tax Authority, and the prosecution or defense of any claim, suit or proceeding relating to any Tax Return. Purchaser and Sellers shall cooperate, and cause their Affiliates to cooperate, with each other in the conduct of any audit or other proceeding related to Taxes and each shall execute and deliver such powers of attorney and other documents as are reasonably necessary to carry out the intent of this Section 6.8(c). Purchaser and Sellers shall provide, or cause their Affiliates to provide, timely notice to each other in writing of any pending or threatened tax audits, assessments or litigation with respect to the Acquired Assets or the Business for any taxable period for which the other party may have liability under this Agreement. Purchaser and Sellers shall furnish, or cause their respective Affiliates to furnish, to each other copies of all correspondence received from any Tax Authority in connection with any tax audit or information request with respect to any taxable period for which the other party or its Affiliates may have liability under this Agreement.

(d) All real and personal property Taxes and assessments, and all rents, utilities and other charges on the Acquired Assets payable after the Closing Date shall be paid by Purchaser, and all Tax Returns or other filings relating to such amounts shall be prepared and filed by Purchaser.

(e) The Canadian Sellers and Purchaser shall jointly execute an election, where such election is available, under Section 22 of the Income Tax Act and the corresponding sections of any other applicable provincial statute and any regulations under such statutes with respect to the sale, assignment, transfer and conveyance of the Accounts Receivable. The Canadian Sellers and Purchaser further agree to make jointly the necessary elections and execute and file, within the prescribed delays, the prescribed election forms and any other documents required to give effect to the foregoing and shall also prepare and file all of their respective Tax Returns in a manner consistent with the aforesaid allocations.

(f) Canadian Sellers and Purchaser shall, where such election is available, jointly execute an election under Section 167 of the *Excise Tax Act* (Canada) and the corresponding provisions of any applicable provincial statute and any regulations under such statutes on the forms prescribed for such purposes along with any documentation necessary or desirable in order to effect the transfer of the Acquired Assets by Canadian Sellers without payment of any GST/HST or any other applicable provincial Transfer Taxes. Purchaser shall file the election forms referred to above, along with any documentation necessary or desirable to give effect to such, with the relevant Tax Authority, together with Purchaser's GST/HST or any other applicable provincial Transfer Tax returns for the reporting period in which the transactions contemplated herein are consummated. Notwithstanding such election, in the event that it is determined by the relevant Tax Authority that an election is not available or for any other reason

that there is GST/HST or any other provincial tax liability of Purchaser to pay GST/HST or any other provincial tax on all or part of the Acquired Assets, the Canadian Sellers and Purchaser agree that such GST/HST or any other provincial Transfer Taxes shall, unless already collected from Purchaser and remitted by the Canadian Sellers, be forthwith remitted by Purchaser to the Canadian Sellers or to the Tax Authorities as required by the relevant Tax Authority, and Purchaser shall indemnify and save the Canadian Sellers harmless from all costs, expenses, fees, damages, penalties, liabilities and obligations of any nature whatsoever (including reasonable attorney fees) arising out of and/or relating to any such GST/HST or any other provincial Transfer Tax liability arising herein, as well as any interest and penalties related thereto. For the avoidance of doubt, the indemnity provided by Purchaser pursuant to this Section 6.8(f) shall survive Closing.

(g) At the Closing Date, Purchaser shall be registered under Part IX of the *Excise Tax Act* (Canada) and, if applicable, Chapter VIII of *An Act Respecting the Quebec Sales Tax* (Quebec) and shall provide its registration number to the Canadian Seller.

Section 6.9 Prompt Payment of Cure Amounts; Prepayment of Designated Contracts.

(a) With respect to each Designated Contract, Sellers shall, in accordance with the Bidding Procedures Order and the Bidding Procedures Recognition Order: (i) serve each counterparty thereto with notice of the proposed Cure Amount for such Designated Contract; (ii) pay all amounts (the "Cure Amounts") that (A) are required to be paid under Section 365(b)(1)(A) or (b)(1)(B) of the Bankruptcy Code in order to assume and assign such contract or (B) are due pursuant to order of the Bankruptcy Court as a condition to assuming and assigning such Designated Contract (in each case including any amounts that represent obligations or liabilities that were incurred or accrued by Sellers during the period May 14, 2012 through and including the Closing Date, regardless of when such amounts are paid). If there are insufficient funds in the Escrow Account to make the payments described in this Section 6.9, Sellers shall direct Purchaser in writing to, and Purchaser shall, no later than the second (2nd) Business Day after such direction, deposit into the Escrow Account such amounts as are required to pay for such Cure Amounts. All Cure Amounts deposited into the Escrow Account shall be thereafter held, invested and released by the Escrow Agent only in accordance with this Agreement and the Escrow Agreement.

(b) If there are any payments under any Designated Contract invoiced and collected during the month ending on the Closing Date for services to be rendered under such Designated Contract after the Closing Date, Sellers shall provide to Purchaser, no later than the fifth (5th) Business Day after the Closing Date, a statement setting forth the amounts of such prepayments and the Designated Contracts to which they relate. Sellers shall, concurrently with the delivery of the statement referred to in the preceding sentence, pay over to Purchaser an amount equal to the pro rata portion of such prepayment relating to the period after the Closing Date.

Section 6.10 No Violation. Nothing in this Agreement is intended to result in Purchaser assuming ownership or control (whether *de facto* or *de jure*) of the FCC Licenses and Industry Canada Licenses of Sellers hereunder in a manner that violates any

Communications Laws of the United States or Canada. To the extent any term or provision of this Agreement is held by a court of competent jurisdiction or other authority to result in Purchaser assuming such ownership or control in violation of any Communications Laws of the United States or Canada, the parties agree that such violative term or provision shall be replaced, reformed or deleted, in each case in a manner that comes closest to expressing the intention of the violative term or provision, solely to the extent necessary to cause such term or provision to comply with the Communications Laws of the United States and Canada.

Section 6.11 Disclosure Letter; Disclosure Letter Supplements.

Information disclosed in the Disclosure Letter shall constitute a disclosure for all purposes under this Agreement notwithstanding any reference to a specific section, and all such information shall be deemed to qualify the entire Agreement and not just such section. The disclosure of any matter or item in the Disclosure Letter shall not be deemed to constitute an acknowledgment that any such matter is required to be disclosed or is material or that such matter would result in a Material Adverse Effect. From time to time prior to the Closing, Sellers shall have the right to supplement or amend the Disclosure Letter with respect to any matter hereafter arising or discovered after the delivery of the Disclosure Letter pursuant to this Agreement. Such supplements or amendments shall be effective to cure and correct, for all purposes, any breach of any representation or warranty which would have existed if Sellers had not made such supplement or amendment, so long as such supplements or amendments, individually or in the aggregate, do not reflect events or conditions which would reasonably be expected to constitute a Material Adverse Effect; provided, however, if Purchaser shall not object, within ten (10) days after receiving notice thereof, to any supplement or amendment that reflects events or conditions that would reasonably be expected to constitute a Material Adverse Effect, then Purchaser shall be deemed to have irrevocably waived any rights (including any termination rights) or claims, pursuant to the terms of this Agreement or otherwise, with respect to such event or condition. All references to Sections of the Disclosure Letter that are supplemented or amended pursuant to this Section 6.11 shall be deemed to be a reference to such Section as supplemented or amended. If the Closing shall occur, then Purchaser shall be deemed to have irrevocably waived any right or claim pursuant to the terms of this Agreement or otherwise, with respect to any and all matters disclosed pursuant to any such supplement or amendment at or prior to the Closing Date.

ARTICLE VII.

CONDITIONS

Section 7.1 Conditions to Obligations of Purchaser. The obligations of Purchaser to consummate the Closing shall be subject to the satisfaction at or prior to the Closing of the following conditions (any or all of which may be waived by Purchaser in its sole discretion):

- (a) Consents and Approvals. All consents and approvals of any Person set forth in Section 7.1(a) of the Disclosure Letter shall have been obtained, except to the extent that the requirement for a particular consent or approval is rendered inapplicable by the Confirmation Order or other order of the Bankruptcy Court or the Canadian Court, if applicable.

(b) Accuracy of Representations and Warranties. Each of the representations and warranties set forth in Article IV disregarding all materiality and Material Adverse Effect qualifications contained therein, shall be true and correct (i) as of the date hereof and as of the Closing Date (as though made on the Closing Date) or (ii) if made as of a date specified therein, as of such date, except (with respect to all representations and warranties set forth in Article IV other than and Sections 4.2 and 4.20 and the first sentence of Section 4.1) for any failure to be true and correct that, individually and together with other such failures, has not had and would not reasonably be expected to have a Material Adverse Effect.

(c) Performance of Covenants. Sellers shall not have failed to perform in any material respect any material obligation or to comply in any material respect with any material agreement or material covenant of Sellers to be performed or complied with by them under this Agreement.

(d) Officer's Certificate. Purchaser shall have received from Sellers a certificate, dated the Closing Date, duly executed by an executive officer of each Seller, to the effect of paragraphs (b) and (c) above.

(e) Closing Deliverables. Sellers shall have delivered, or caused to be delivered, to Purchaser all of the items set forth in Section 3.2(a) (other than clause (iv) thereof).

Section 7.2 Conditions to Obligations of Sellers. The obligations of Sellers to consummate the Closing shall be subject to the satisfaction at or prior to the Closing of the following conditions (any or all of which may be waived by Sellers in their sole discretion):

(a) Consents and Approvals. All consents and approvals of any Person set forth in Section 7.2 of the Disclosure Letter shall have been obtained, except to the extent that the requirement for a particular consent or approval is rendered inapplicable by the Confirmation Order or other order of the Bankruptcy Court or the Canadian Court, if applicable.

(b) Accuracy of Representations and Warranties. The representations and warranties of Purchaser set forth in this Agreement shall be true and correct, in all material respects, as of the date of this Agreement and as of the Closing Date as though made as of the Closing Date (except to the extent such representations and warranties expressly relate to an earlier date, in which case as of such earlier date).

(c) Performance of Covenants. Purchaser shall not have failed to perform in any material respect any material obligation or to comply in any material respect with any material agreement or material covenant of Purchaser to be performed or complied with by them under this Agreement.

(d) Officer's Certificate. Sellers shall have received from Purchaser a certificate, dated the Closing Date, duly executed by an executive officer of Purchaser, to the effect of paragraphs (b) and (c) above.

(e) Closing Deliverables. Purchaser shall have delivered, or caused to be delivered, to Sellers all of the items set forth in Section 3.2(b).

Section 7.3 Conditions to Obligations of Purchaser and Sellers. The respective obligations of Purchaser and Sellers to consummate the Closing shall be subject to the satisfaction at or prior to the Closing of the following conditions (any or all of which may be waived by Purchaser and Sellers in their sole discretion):

(a) Government Action. There shall not be in effect any order, notice or decree by a Governmental Entity of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the Closing.

(b) Required Regulatory Approvals. All of the Required Regulatory Approvals shall have occurred or shall have been obtained, as applicable.

(c) Confirmation Order. The Bankruptcy Court shall have entered the Confirmation Order, the Confirmation Order shall have become a Final Order and any stay period applicable to the Confirmation Order shall have expired or shall have been waived by the Bankruptcy Court.

(d) Confirmation Recognition Order. The Canadian Court shall have entered the Confirmation Recognition Order and the Confirmation Recognition Order shall be a Final Order.

ARTICLE VIII.

TERMINATION

Section 8.1 Termination. This Agreement may be terminated or abandoned at any time prior to the Closing as follows:⁵

(a) By the mutual written consent of Purchaser and Sellers.

(b) By either Purchaser or Sellers upon written notice given to the other, if the Bankruptcy Court, Canadian Court or any other Governmental Entity shall have issued an order, decree or ruling or taken any other action (which order, decree, ruling or other action the parties hereto shall use their commercially reasonable efforts to prevent the entry of and remove), which permanently restrains, enjoins or otherwise prohibits the consummation of the Transactions and such order, decree, ruling or other action shall have become a Final Order.

(c) By either Purchaser or Sellers upon written notice given to the other, if the Closing Date shall not have taken place on or before [] (the "Termination Date"); provided, that the failure of the Closing to occur on or before such date is not the result of a material breach of any covenant, agreement, representation or warranty hereunder by the party seeking such termination.

⁵ **Note to Draft:** Additional termination rights related to any Alternative Transaction, during the period from the entry of the Confirmation Order through the Closing, and the terms and conditions thereof, to be discussed.

(d) By Sellers upon written notice given to Purchaser, if Purchaser shall have breached or failed to perform in any material respect any of its representations, warranties, covenants or other agreements contained in this Agreement, which breach or failure to perform (i) would result in a failure of a condition set forth in Section 7.2 or Section 7.3 and (ii) (A) cannot be cured by the Termination Date or (B) is not cured within thirty (30) days after Sellers provide specific written notice of such breach to Purchaser.

(e) By Purchaser or Sellers upon written notice given to the other, if:

- (i) the Confirmation Hearing has been completed and any Person other than Purchaser or an Affiliate of Purchaser is determined by the Bankruptcy Court and the Canadian Court to be the successful bidder; or
- (ii) the Bankruptcy Court enters an order approving an Alternative Transaction.

(f) By Sellers upon written notice given to Purchaser, at any time prior to the Bankruptcy Court's entry of the Confirmation Order.

(g) By Purchaser upon written notice given to Sellers, if any Seller shall have breached or failed to perform in any material respect any of its representations, warranties, covenants or other agreements contained in this Agreement, which breach or failure to perform (i) would result in a failure of a condition set forth in Section 7.1 or Section 7.3 and (ii)(A) cannot be cured by the Termination Date or (B) is not cured within thirty (30) days after Purchaser provides specific written notice of such breach to Sellers.

(h) By Purchaser upon written notice given to Sellers:

- (i) unless, on or prior to [], (A) the Bankruptcy Court shall have entered the Confirmation Order and (B) the Canadian Court shall have subsequently entered the Confirmation Recognition Order within twenty-one (21) days after (A);
- (ii) if any Seller seeks to have the Bankruptcy Court enter an order dismissing a Bankruptcy Case of any Seller or converting it to a case under Chapter 7 of the Bankruptcy Code, or appointing a trustee in its Bankruptcy Cases or appointing a responsible officer or an examiner with enlarged powers relating to the operation of Sellers' businesses (beyond those set forth in Sections 1106(a)(3) or (a)(4) of the Bankruptcy Code) under Section 1106(b) of the Bankruptcy Code, and such order is not reversed or vacated within three (3) Business Days after the entry thereof; or
- (iii) if the Confirmation Order or the Confirmation Recognition Order shall have been revoked, rescinded or modified in any material respect and the order revoking, rescinding or modifying such order(s) shall not be reversed or vacated within thirty (30) Business Days after the entry thereof; provided, that Purchaser shall have the right to designate any later date for this purpose in its sole discretion.

Any party seeking to invoke its rights to terminate this Agreement shall give written notice thereof to the other party or parties specifying the provision hereof pursuant to which such termination is made and the effective date of such termination being the date of such notice.

Section 8.2 Effect of Termination. If this Agreement is terminated by either party in accordance with and pursuant to Section 8.1, then, except as otherwise provided in Section 8.3 and Section 9.10, all rights and obligations of the parties under this Agreement shall terminate without any liability of any party to any other party; provided, however, that nothing herein shall relieve any party from liability for fraud or willful breach of any provision of this Agreement prior to such termination; provided, further, however, that the provisions of this Article VIII, Article IX or any provision requiring any party to indemnify another party or pay or reimburse another party's expenses shall survive any termination of this Agreement.

Section 8.3 Good Faith Deposit; Break-Up Fee; Expense Reimbursement.

(a) Solely in the event that this Agreement is terminated by Sellers pursuant to Section 8.1(d), the Good Faith Deposit, together with all accrued investment income thereon, shall be paid promptly to Sellers by wire transfer in immediately available funds. In the event that this Agreement is terminated for any other reason, the Good Faith Deposit, together with all accrued investment income thereon, shall be returned promptly to Purchaser by wire transfer in immediately available funds.

(b) Notwithstanding Section 8.2 of this Agreement: (i) in the event that this Agreement is terminated by Purchaser pursuant to Section 8.1(g) of this Agreement, Sellers shall pay Purchaser an amount equal to the Expense Reimbursement, by wire transfer of immediately available funds within five (5) Business Days following such termination; (ii) in the event that either (A) this Agreement is terminated by either Purchaser or Sellers pursuant to Section 8.1(e)(i) and Sellers consummate an Alternative Transaction with the Person determined by the Bankruptcy Court and the Canadian Court to be the successful bidder (or an Affiliate of such Person) or (B) this Agreement is terminated by either Purchaser or Sellers pursuant to Section 8.1(e)(ii), Sellers shall pay Purchaser an amount equal to the Break-Up Fee, by wire transfer of immediately available funds within five (5) Business Days following the consummation of the applicable Alternative Transaction and (iii) in the event that this Agreement is terminated by Sellers pursuant to Section 8.1(f), Sellers shall pay Purchaser an amount equal to the Break-Up Fee, by wire transfer of immediately available funds within five (5) Business Days following such termination. The Break-Up Fee and Expense Reimbursement shall be paid in accordance with the terms and conditions set forth in this Section 8.3 and in the Bidding Procedures Order and Bidding Procedures Recognition Order.

(c) The parties acknowledge that the agreements contained in this Section 8.3 are an integral part of the Transactions and that without these agreements neither Sellers nor Purchaser would enter into this Agreement.

(d) If Sellers and Purchaser, acting reasonably, agree that any payment of the Good Faith Deposit or any other amount payable under this Section 8.3 is subject to GST/HST or any

other applicable provincial sales tax or is deemed by any provision of the *Excise Tax Act* (Canada) or the corresponding provisions of any applicable provincial statute and any regulation under such statute to be inclusive of such tax or taxes, Purchaser agrees to pay in addition to the payment an amount equal to all GST/HST or any other applicable provincial sales tax payable or deemed to be included in respect of such payment.

ARTICLE IX.

MISCELLANEOUS

Section 9.1 Survival of Covenants, Representations and Warranties.

The representations and warranties set forth in Article IV and Article V shall not survive the Closing Date; provided, however, that all covenants and agreements set forth herein that contemplate or may involve actions to be taken or obligations in effect after the Closing Date (including, for the avoidance of doubt, Sections 6.2(c), 6.6, 6.7, 6.8 and 6.9) shall, to the extent they require actions to be taken or obligations in effect after the Closing Date, survive the Closing Date.

Section 9.2 Amendment and Modification; Waiver. This Agreement may be amended, modified and supplemented in any and all respects, but only by a written instrument signed by all of the parties hereto expressly stating that such instrument is intended to amend, modify or supplement this Agreement. Any of the terms, covenants, representations, warranties or conditions may be waived, only by a written instrument executed by the party waiving compliance.

Section 9.3 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given when mailed by first-class certified mail, facsimile or sent by an overnight courier service, such as Federal Express, to the parties at the following addresses:

if to Purchaser, to:

[]

If by overnight courier service:

[]

If by first-class certified mail:

[]

If by facsimile:

Fax: () _____

cc: []

If by overnight courier service:

[]

If by first-class certified mail:

[]

If by facsimile:

[]

with an additional copy (which shall not constitute notice) to:

[]

if to any Seller, to:

LightSquared Inc.

10802 Parkridge Boulevard

Reston, VA 20191

Facsimile: []

Attn: Curtis Lu, General Counsel

Marc Montagner, Chief Financial Officer

with a copy (which shall not constitute notice) to:

Milbank, Tweed, Hadley & McCloy LLP

One Chase Manhattan Plaza

New York, NY 10005

Facsimile: 212-530-5219

Attention: Matthew S. Barr, Esq.

Roland Hlawaty, Esq.

or to such other address as a party may from time to time designate in writing in accordance with this Section 9.3. Each notice or other communication given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been received (a) on the Business Day it is sent, if sent by facsimile, or (b) on the first Business Day after sending, if sent by overnight courier service, or (c) upon receipt, if sent by first-class certified mail; provided, however, that notice of change of address shall be effective only upon receipt. The parties agree that delivery of process or other papers in connection with any such action or proceeding in the manner provided in this Section 9.3, or in such other manner as may be permitted by law, shall be valid and sufficient service thereof.

Section 9.4 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when two or more counterparts have been signed by each of the parties and delivered to the other party.

Section 9.5 Entire Agreement; No Third Party Beneficiaries. This Agreement, the Disclosure Letter, Purchaser Disclosure Letter and other schedules, annexes, and exhibits hereto, the Ancillary Agreements, the Conveyance Documents, the Confirmation Order, and the Confirmation Recognition Order (a) constitute the entire agreement and supersede all prior agreements and understandings, both written and oral, among the parties with respect to the

subject matter hereof and thereof and supersede and cancel all prior agreements, negotiations, correspondence, undertakings, understandings and communications of the parties, oral and written, with respect to the subject matter hereof, and (b) are not intended to confer upon any Person, other than the parties hereto and thereto, any rights or remedies hereunder or thereunder. All of the rights and obligations of Purchaser and Sellers under this Agreement are subject to the approval of the Bankruptcy Court, the Canadian Court or other court of competent jurisdiction.

Section 9.6 Severability. Any term or provision of this Agreement that is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If a final order or judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid, void or unenforceable, the parties agree that the court making such determination shall have the power to reduce the scope, duration, area or applicability of the term or provision, to delete specific words or phrases, or to replace any invalid, void or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision.

Section 9.7 Governing Law. This agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any conflicts of laws principles thereof that would require the application of the laws of any other jurisdiction, and the applicable provisions of the Bankruptcy Code.

Section 9.8 Exclusive Jurisdiction; Waiver of Right to Trial by Jury. If the Bankruptcy Court does not have or declines to exercise subject matter jurisdiction over any action or proceeding arising out of or relating to this Agreement, then each party (a) agrees that all such actions or proceedings shall be heard and determined in federal court of the United States for the Southern District of New York or the courts of the State of New York sitting in New York County, (b) irrevocably submits to the jurisdiction of such courts in any such action or proceeding, (c) consents that any such action or proceeding may be brought in such courts and waives any objection that such party may now or hereafter have to the venue or jurisdiction or that such action or proceeding was brought in an inconvenient court, and (iv) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such party at its address as provided in Section 9.3 (provided that nothing herein shall affect the right to effect service of process in any other manner permitted by New York law). EACH PARTY TO THIS AGREEMENT WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, MATTER OR PROCEEDING REGARDING THIS AGREEMENT OR ANY ANCILLARY AGREEMENT, OR ANY PROVISION HEREOF OR THEREOF.

Section 9.9 Remedies. Neither the exercise of nor the failure to exercise a right of set-off or to give notice of a claim under this Agreement will constitute an election of remedies or limit Sellers or Purchaser in any manner in the enforcement of any other remedies that may be available to any of them, whether at law or in equity.

Section 9.10 Specific Performance. Sellers and Purchaser hereby acknowledge and agree that any breach of the terms of this Agreement would give rise to irreparable harm for which money damages would not be an adequate remedy, and, accordingly agree that, in addition to any other remedies, Sellers and Purchaser or their respective successors or assigns shall be entitled to enforce the terms of this Agreement by a decree of specific performance without the necessity of proving the inadequacy of money damages as a remedy and without the necessity of posting a bond.

Section 9.11 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other party. Any purported assignment in violation of this clause shall be void. Any permitted assignment by a party of its rights hereunder shall not relieve it of its obligations hereunder. Subject to the first sentence of this Section 9.11, this Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns.

Section 9.12 Headings. The article, section, paragraph and other headings contained in this Agreement are inserted for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 9.13 No Consequential or Punitive Damages. NO PARTY (OR ITS AFFILIATES OR REPRESENTATIVES) SHALL, UNDER ANY CIRCUMSTANCE, BE LIABLE TO ANY OTHER PARTY (OR ITS AFFILIATES OR REPRESENTATIVES) FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES CLAIMED BY SUCH OTHER PARTY UNDER THE TERMS OF OR DUE TO ANY BREACH OF THIS AGREEMENT, INCLUDING LOSS OF REVENUE OR INCOME, DAMAGES BASED ON ANY MULTIPLIER OF PROFITS OR OTHER VALUATION METRIC, COST OF CAPITAL, DIMINUTION OF VALUE OR LOSS OF BUSINESS REPUTATION OR OPPORTUNITY.

Section 9.14 Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context clearly requires otherwise:

“Accounts Receivable” means any and all trade accounts, notes and other receivables and indebtedness for borrowed money or overdue accounts receivable, in each case owing to any Seller and all claims relating thereto or arising therefrom including GST/HST included in Accounts Receivable.

“Acquired Assets” has the meaning set forth in Section 2.1.

“Actions” has the meaning set forth in Section 2.2(n).

“Advance Ruling Certificate” means an advance ruling certificate issued by the Commissioner of Competition pursuant to section 102 of the Competition Act with respect to the transactions contemplated by this Agreement.

“Affiliate” has the meaning set forth in Rule 12b-2 of the Exchange Act.

“Agreement” or “this Agreement” means this Purchase Agreement, together with the Exhibits hereto and the exhibits and schedules thereto and the Disclosure Letter.

“Allocation Statement” has the meaning set forth in Section 2.5(c).

“Alternative Transaction” means (i) any Competing Bid, (ii) any investment in, financing of, capital contribution or loan to, or restructuring or recapitalization of all or any substantial portion of Sellers (including any exchange of Sellers’ outstanding debt obligations for equity securities of Sellers), (iii) any merger, amalgamation, consolidation, share exchange or other similar transaction to which Sellers are a party, (iv) any sale of all or substantially all of the Acquired Assets of, or any sale or transfer of all or substantially all of the equity interests in, Sellers, (v) any other transaction that transfers ownership of, economic rights to, or benefits in all or a substantial portion of the Acquired Assets, or (vi) any chapter 11 plan of reorganization or liquidation for any Seller other than the Plan; provided, that notwithstanding the foregoing, any plan of reorganization or liquidation which contemplates the consummation of the Transactions shall not be deemed an Alternative Transaction.

“Ancillary Agreements” means, collectively, (i) the Bill of Sale, (ii) the Escrow Agreement, (iii) the Assignment and Assumption Agreement and (iv) any additional agreements and instruments of sale, transfer, conveyance, assignment and assumption that may be executed and delivered by any party or any Affiliate thereof at or in connection with the Closing, if any.

“Applicable Law” means any law, statute, regulation, rule, order, ordinances, judgment, guideline or decree of the United States, any foreign country or any domestic or foreign state, county, city or other political subdivision or of any Governmental Entity to which Purchaser or the Business, any Acquired Asset, or any Seller is subject, as applicable.

“Assets” means assets, properties, rights, interests, claims, contracts, and businesses of every kind, type, character and description, whether tangible or intangible, whether real, personal or mixed, whether accrued, contingent, liquidated or unliquidated, whether owned, leased or licensed and wherever located, and all rents, issues, profits, royalties, entitlements, products and proceeds of any of the foregoing.

“Assignment and Assumption Agreement” means the assignment and assumption agreement substantially in the form attached as Exhibit C hereto.

“Assumed Liabilities” has the meaning set forth in Section 2.3.

“Audited Financial Statements” has the meaning set forth in Section 4.4(a).

“Avoidance Action” means any claim, right or cause of action of Sellers arising under Sections 544 through 553 of the Bankruptcy Code.

“Balance Sheet” has the meaning set forth in Section 4.4(b).

“Bankruptcy Cases” has the meaning set forth in the recitals hereof.

“Bankruptcy Code” has the meaning set forth in the recitals hereof.

“Bankruptcy Court” has the meaning set forth in the recitals hereof.

“Bankruptcy Rules” means the Federal Rules of Bankruptcy Procedure.

“Bidding Procedures Order” means the Order (A) Establishing Bid Procedures, (B) Scheduling Date and Time for Auction, (C) Approving Assumption and Assignment Procedures, (D) Approving Form of Notice, and (E) Granting Related Relief, as entered by the Bankruptcy Court on [], 2013.

“Bidding Procedures Recognition Order” means the Order of the Canadian Court, dated as of [], 2013, recognizing the entry of the Bidding Procedures Order.

“Bill of Sale” means the bill of sale substantially in the form attached as Exhibit A hereto.

“Break-Up Fee” means cash in an amount equal to []%⁶ of the Closing Date Consideration.

“Business” has the meaning set forth in the recitals hereof.

“Business Day” means any day other than a Saturday, Sunday or a day on which banks in New York are authorized or obligated by Applicable Law or executive order to close or are otherwise generally closed.

“Canada Pension Plan” means the retirement pension plan sponsored by the Government of Canada.

“Canadian Court” has the meaning set forth in the recitals hereof.

“Canadian Plan” means all plans, arrangements, programs, policies, undertakings, whether formal or informal, funded or unfunded, insured or uninsured, registered or unregistered to which any Seller is a party to or bound by or in which the Canadian employees or former Canadian employees of any Seller participate or under which any Seller has, or will have, any liability or contingent liability or, pursuant to which payments are made, or benefits are provided to, or under which an entitlement to payments or benefits may arise with respect to any Canadian employees or former Canadian employees of any Seller, or Canadian directors, officers or individuals working on contract with any Seller (or any spouses, dependents, survivors or beneficiaries of any such persons), relating to retirement savings, pensions, supplemental pensions, bonuses, profit sharing, deferred compensation, incentive compensation, equity or unit based compensation, life or accident insurance, hospitalization, health, medical or dental

⁶ **Note to Draft:** The amount of the Break-Up Fee will be determined in accordance with the Bidding Procedures.

treatment or expenses, disability, unemployment insurance benefits, employee loans, fringe benefits or other benefit plan, other than any Canadian Union Plan, or the Canada Pension Plan, the Quebec Pension Plan or other such plan created by an Applicable Law or administered by a Governmental Entity.

“Canadian Sellers” means SkyTerra Holdings (Canada) Inc., an Ontario corporation, SkyTerra (Canada) Inc., an Ontario corporation, and LightSquared Corp., a Nova Scotia unlimited liability company.

“Canadian Union Plans” mean all pension and other benefit plans for the benefit of Canadian employees or former Canadian employees of any Seller, which are not maintained, sponsored or administered by a Seller but to which any Seller is or was required to contribute pursuant to a collective agreement or participation agreement.

“Cash and Cash Equivalents” means (i) cash; (ii) marketable direct obligations issued by, or unconditionally guaranteed by, the United States government or issued by any agency thereof, maturing within one (1) year from the date of issuance; (iii) certificates of deposit, time deposits, eurodollar time deposits, deposit accounts or overnight bank deposits having maturities of six (6) months or less from the date of acquisition issued by any commercial bank; (iv) commercial paper of an issuer and maturing within six (6) months from the date of acquisition; (v) securities with maturities of one (1) year or less from the date of acquisition issued or fully guaranteed by any state, commonwealth or territory of the United States, by any political subdivision or taxing authority of any such state, commonwealth or territory or by any non-United States government, the securities of which state, commonwealth, territory, political subdivision, taxing authority or non-United States government (as the case may be); (vi) eurodollar time deposits having a maturity not in excess of 180 days to final maturity; (vii) any other investment in United States Dollars which has no more than 180 days to final maturity; or (viii) shares of money market mutual or similar funds which invest exclusively in assets satisfying the requirements of clauses (i) through (vii) of this definition.

“CCAA” has the meaning set forth in the recitals hereof.

“CCAA Recognition Proceeding” has the meaning set forth in the recitals hereof.

“Claim” has the meaning assigned to such term under Section 101(5) of the Bankruptcy Code.

“Closing” means the consummation of all transactions contemplated in this Agreement.

“Closing Date” has the meaning set forth in Section 3.1(b).

“Closing Date Consideration” has the meaning set forth in Section 2.5(a).

“Code” means the Internal Revenue Code of 1986, as amended.

“Commissioner of Competition” means the Commissioner of Competition appointed pursuant to the Competition Act or a person designated or authorized pursuant to the

Competition Act to exercise the powers and perform the duties of the Commissioner of Competition.

“Communications Laws” means the Communications Act of 1934, as amended, the Telecommunications Act of 1996, as amended, and/or any rule, regulation, decision or published policy of the FCC or its staff acting pursuant to delegated authority, and the Radiocommunication Act (Canada), as amended, and the Telecommunications Act (Canada), as amended, and all rules, regulations, orders, and published decisions promulgated thereunder by Industry Canada and the CRTC (or any successor agency thereto) and any applicable communications laws or regulations of any other Governmental Entity.

“Communications Licenses” means, collectively, the FCC Licenses and the Industry Canada Licenses.

“Company Earth Station” means any material Tracking, Telemetry, Command and Monitoring and transmitting and/or receiving teleport earth station facility on real property that is either owned in fee or leased by any Seller, except for earth stations facilities (i) hosted by any Seller for Third Parties and (ii) for which no Seller is liable for instances of interference.

“Company Satellite” means a satellite owned by any Seller or any of their respective Subsidiaries as of the date of this Agreement, including MSAT-1, MSAT-2 and SkyTerra-1.

“Competing Bid” has the meaning set forth in Section 6.4(d).

“Competition Act” means the Competition Act (Canada), as amended.

“Competition Act Approval” means:

(i) the issuance of an Advance Ruling Certificate and such Advance Ruling Certificate has not been rescinded prior to Closing; or

(ii) both of (a) the waiting period, including any extension thereof, under section 123 of the Competition Act shall have expired or been terminated or the obligation to provide a pre-merger notification in accordance with Part IX of the Competition Act shall have been waived in accordance with section 113(c) of the Competition Act, and (b) Purchaser shall have been advised in writing by the Commissioner of Competition that, in effect, such Person does not, at that time, intend to make an application under section 92 of the Competition Act in respect of the transactions contemplated by this Agreement, and such advice shall not have been rescinded prior to Closing.

“Competition Bureau” means the Competition Bureau of Canada.

“Confirmation Hearing” means the hearing held by the Bankruptcy Court on the Confirmation of the Plan pursuant to Section 1129 of the Bankruptcy Code, as such hearing may be continued from time to time.

“Confirmation Order” means an order of the Bankruptcy Court confirming the Plan pursuant to Section 1129 of the Bankruptcy Code, in form and substance reasonably satisfactory to Sellers and (solely with respect to the provisions related to this Agreement) Purchaser and, *inter alia*, approving the Agreement and authorizing and directing Sellers to consummate the Transactions under Sections 105(a), 1123, 1129, 1141, 1142(b), 1145, and 1146(a) of the Bankruptcy Code.

“Confirmation Recognition Order” means an Order of the Canadian Court, in form and substance reasonably satisfactory to Sellers and Purchaser recognizing the entry of the Confirmation Order and, *inter alia*, vesting in Purchaser, pursuant to the terms and conditions of this Agreement, all of Sellers’ right, title and interest in and to the Acquired Assets that are owned, controlled, regulated or situated in Canada.

“Contract” means any written agreement, contract, lease, license, consensual obligation, promise or undertaking, including any and all amendments or restatements thereto, other than Permits.

“Conveyance Documents” means (a) the Bill of Sale; (b) the Intellectual Property Instruments; (c) all documents of title and instruments of conveyance necessary to Transfer record and/or beneficial ownership to Purchaser of Acquired Assets composed of automobiles, trucks, or other vehicles, trailers, and any other property owned by any Seller which requires execution, endorsement and/or delivery of a certificate of title or other document in order to vest record or beneficial ownership thereof in Purchaser; and (d) all such other documents of title, deeds, endorsements, assignments and other instruments of Transfer as are necessary to vest in Purchaser good title to the Acquired Assets.

“Copyrights” means any non-United States or United States copyright registrations and applications for registration thereof, and any nonregistered copyrights, all content and information contained on any website, “mask works” (as defined under 17 U.S.C. § 901) and any registrations and applications for “mask works.”

“CRTC” means the Canadian Radio-television and Telecommunications Commission or any successor agency thereto.

“Cure Amounts” has the meaning set forth in Section 6.9(a).

“Defined Benefit Plan” means a Canadian Plan which is a “registered pension plan” under the Income Tax Act and contains a “defined benefit provision” as defined in subsection 14.7(1) of the Income Tax Act.

“Designated Contracts” has the meaning set forth in Section 2.1(b).

“Disclosure Letter” means the disclosure letter of even date herewith prepared and signed by Sellers and delivered to Purchaser concurrently with the execution and delivery hereof, as may be amended or supplemented by Sellers from time to time pursuant to Section 6.11.

“Effective Date” has the meaning set forth in the Plan.

“Employee” means any employee of Sellers as of the Closing Date, as identified pursuant to Section 4.14.

“Employee Benefit Plans” means all bonus, deferred compensation, pension, retirement, profit-sharing, thrift, savings, employee stock ownership, stock bonus, stock purchase, restricted stock and stock option plans, change-in-control or severance contracts, health and medical insurance plans, life insurance and disability insurance plans, other employee benefit plans, contracts or arrangements which cover employees or former employees of any Seller, including “employee benefit plans” within the meaning of Section 3(3) of ERISA, other than any Canadian Plans or Canadian Union Plans or the Canada Pension Plan, the Québec Pension Plan or other such plan created by an Applicable Law or administered by a Governmental Entity.

“Employee Obligations” has the meaning set forth in Section 2.3(f).

“Environmental Laws” means applicable United States federal, state, local and non-United States laws, permits and governmental agreements and requirements of Governmental Entities relating to the protection of human health due to the exposure of Hazardous Materials, occupational safety and the environment.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“ERISA Affiliate” means each Seller and any trade or business (whether or not incorporated) that, together with a Seller, is treated as a single employer under Section 414(b) or (c) of the Code, or, solely for purposes of Section 302 of ERISA, and Section 412 of the Code, is treated as a single employer under Section 414 of the Code.

“Escrow Account” has the meaning specified for the term in the Escrow Agreement.

“Escrow Agent” has the meaning specified for the term in the Escrow Agreement.

“Escrow Agreement” means an agreement between Purchaser, Sellers and Escrow Agent in substantially the form attached as Exhibit B hereto.

“Exchange Act” means the Securities Exchange Act of 1934, as amended.

“Expense Reimbursement” means all reasonable costs and expenses of Purchaser incurred in connection with the negotiation, documentation, execution and delivery of this Agreement, and the consummation of the Transactions, including reasonable costs and expenses of Purchaser’s counsel; provided, however, that the aggregate amount of the Expense Reimbursement shall not exceed \$1,000,000.

“FCC” means the Federal Communications Commission or any successor agency thereto.

“FCC Consent” means an order, orders, or public notice of the FCC (or its staff acting pursuant to delegated authority) consenting or confirming the consent, to the assignment of the FCC Licenses from Sellers to Purchaser (or an entity or entities designated thereby) that is in full force and effect.

“FCC Licenses” means the FCC licenses and authorizations held by Sellers and listed in Section 4.12(c) of the Disclosure Letter.

“Final Order” means an order or judgment of the Bankruptcy Court, the Canadian Court or other court of competent jurisdiction, the implementation or operation or effect of which has not been stayed, and as to which the time to appeal or petition for certiorari, has expired and as to which no appeal or petition for certiorari, shall then be pending or in the event that an appeal or writ of certiorari thereof has been sought, such appeal or petition for certiorari shall have been denied by the highest court to which such order was appealed, or certiorari was sought, and the time to take any further appeal or petition for certiorari shall have expired.

“GAAP” means United States generally accepted accounting principles, Canadian generally accepted accounting principles or international financial reporting standards, as may be applicable.

“Good Faith Deposit” has the meaning set forth in Section 2.5(b)(i).

“Governmental Entity” means any national, federal, state, municipal, local, provincial, territorial, government or any department, commission, board, bureau, agency, regulatory authority or instrumentality thereof, or any court, judicial, administrative or arbitral body or public or private tribunal, including any United States, Canadian or other such entity anywhere in the world.

“GST/HST” means goods and services tax or harmonized sales tax payable under Part IX of the *Excise Tax Act* (Canada) and any regulation under such statute.

“Hazardous Material” means all substances or materials regulated as hazardous, toxic, explosive, dangerous, flammable or radioactive under any Environmental Law including: (i) petroleum, asbestos, or polychlorinated biphenyls; and (ii) all substances defined as Hazardous Substances, Oils, Pollutants or Contaminants in the National Oil and Hazardous Substances Pollution Contingency Plan or that are identified as hazardous substances under Health Canada’s Workplace Hazardous Materials Information System.

“Historical Financial Statements” has the meaning set forth in Section 4.4(b).

“HSR Act” means the Hart-Scott-Rodino Antitrust Improvement Act of 1976, as amended.

“Income Tax Act” means the *Income Tax Act* (Canada), as amended.

“Indebtedness” means, at any time and with respect to any Person: (i) all indebtedness of such Person for borrowed money; (ii) all indebtedness of such Person for the deferred purchase price of property or services (other than trade payables, other expense accruals

and deferred compensation items arising in the ordinary course of business, consistent with past practice); (iii) all obligations of such Person evidenced by notes, bonds, debentures or other similar instruments (other than performance, surety and appeal bonds arising in the ordinary course of business in respect of which such Person's liability remains contingent); (iv) all indebtedness of such Person created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property); (v) all obligations of such Person under leases which have been or should be, in accordance with GAAP, recorded as capital leases, to the extent required to be so recorded; (vi) all reimbursement, payment or similar obligations of such Person, contingent or otherwise, under acceptance, letter of credit or similar facilities; (vii) all Indebtedness of others referred to in clauses (i) through (vi) above guaranteed directly or indirectly by such Person; and (viii) all Indebtedness referred to in clauses (i) through (vii) above secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien upon or in property (including accounts and contract rights) owned by such Person, even though such Person has not assumed or become liable for the payment of such Indebtedness.

"Industry Canada" means the Canadian federal Department of Industry, or any successor or any department or agency thereof, administering the Radiocommunication Act (Canada), among other statutes, including its staff acting under delegated authority, and includes the Minister of Industry (Canada) and the Commissioner of Competition (Canada).

"Industry Canada Approval" means the prior approval of Industry Canada in respect of the Transfer of the Industry Canada Licenses from Sellers to Purchaser.

"Industry Canada Consent" includes the Industry Canada Approval and, if required, the Investment Canada Approval and the Competition Act Approval.

"Industry Canada Licenses" means the Industry Canada licenses and authorizations held by Sellers listed on Section 4.12(c) of the Disclosure Letter.

"Intellectual Property" means intellectual property of any kind or character, including (i) inventions, improvements thereto, and patents, patent applications, and patent disclosures, (ii) trademarks, service marks, logos, brand names, trade names, domain names and corporate names, including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, (iii) copyrightable works, copyrights, and related applications, registrations, and renewals, and (iv) trade secrets, know-how, and tangible or intangible proprietary business information, software, computer programs, source and object codes, databases, and data.

"Intellectual Property Instruments" means instruments of Transfer, in form suitable for recording in the appropriate office or bureau, effecting the Transfer of the Copyrights, Trademarks and Patents owned or held by Sellers.

"Intercompany Receivables" means any and all amounts that are owed (i) by any direct or indirect Subsidiary or Affiliate of any Seller to any Seller, or (ii) from one Seller to

another, in each case pursuant to bona fide obligations, and all claims relating thereto or arising therefrom.

“Interests” means all liens, claims, interests, encumbrances, rights, remedies, restrictions, liabilities and contractual commitments of any kind or nature whatsoever, whether arising before or after the petition date in the Bankruptcy Cases, whether at law or in equity.

“Inventory” has the meaning set forth in Section 2.1(f).

“Investment Canada Act” means the Investment Canada Act (Canada), as amended.

“Investment Canada Approval” means, if required under Part IV of the Investment Canada Act, that the Minister of Industry has approved or shall be deemed to have approved the transactions contemplated by this Agreement pursuant to the Investment Canada Act on terms and conditions reasonably acceptable to Purchaser.

“IRS” means the United States Internal Revenue Service.

“ITU” means the International Telecommunication Union.

“Knowledge” as applied to Sellers (or any of them), means the actual knowledge of each person listed on Section 9.14 of the Disclosure Letter; and “Knowledge” as applied to Purchaser, means the actual knowledge of each person listed in Section 9.14 of the Purchaser Disclosure Letter.

“Leased Real Property” means the leasehold interests held by Sellers under the Real Property Leases.

“Lien” means, with respect to any Asset, any mortgage or deed of trust, pledge, hypothecation, assignment, deposit arrangement, lien, charge, claim, security interest, easement or encumbrance, or preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including any lease or title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing, and the filing of, or agreement to give, any financing statement perfecting a security interest under the Uniform Commercial Code as in effect from time to time in the State of New York or comparable law of any jurisdiction) and, in the case of securities, any purchase option, call or similar right of a third party with respect to such securities.

“Material Adverse Effect” means any change, effect, event or condition that has had or would reasonably be expected to have (i) a material adverse effect on the assets, operations, results of operations or condition (financial or otherwise) of the Business or the Acquired Assets or (ii) a material adverse effect on the ability of Sellers to consummate the Transactions; provided, that the following shall not constitute a Material Adverse Effect and shall not be taken into account in determining whether or not there has been or would reasonably be expected to be a Material Adverse Effect: (a) changes in general economic conditions or securities or financial markets in general, (b) changes, effects, events or conditions in the industry in which Sellers operate, (c) changes in Applicable Law or interpretations thereof by

any Governmental Entity, (d) any outbreak or escalation of hostilities or war (whether declared or not declared) or any act of terrorism, (e) changes, effects, events or conditions to the extent resulting from the announcement or the existence of, or compliance with, this Agreement and the Transactions (including any lawsuit related thereto), the impact on relationships with suppliers, customers, employees or others and any action or anticipated action by the FCC or Industry Canada as a result of this Agreement and/or the Transactions, (f) any changes in accounting regulations or principles, and (g) any changes resulting from actions of Sellers expressly agreed to or requested in writing by Purchaser.

“Material Contract” has the meaning set forth in Section 4.8(a).

“Mobile Satellite System” has the meaning set forth in Section 2.1(h).

“MSAT-1” means the first-generation satellite MSAT-1 and its components.

“MSAT-2” means the first-generation satellite MSAT-2 and its components.

“Non-Assumed Liabilities” has the meaning set forth in Section 2.4.

“Owned Real Properties” has the meaning set forth in Section 4.5.

“Patents” means all patents, patent applications and non-United States counterparts thereof, and industrial designs (including any continuations, divisionals, continuations-in-part, renewals, reissues, and applications for any of the foregoing).

“Permits” means permits, certificates, licenses, filings, approvals and other authorizations of any Governmental Entity.

“Permitted Liens” means (i) zoning laws and other land use restrictions that do not materially impair the present use or occupancy of the property subject thereto, (ii) any statutory Liens imposed by law for material Taxes that are not yet due and payable, or that a Seller is contesting in good faith in proper proceedings and which are set forth on Section 9.14 of the Disclosure Letter, (iii) any mechanics’, workmen’s, repairmen’s, warehousemen’s, carriers’ or other similar Liens arising in the ordinary course of business, consistent with past practice or being contested in good faith, (iv) with respect to any Real Property, any defects, easement rights of way, restrictions, covenants, claims or other similar charges, that would not be reasonably likely to have a Material Adverse Effect on the use, title, value or possession of such Real Property, (v) any Liens set forth in Section 9.14 of the Disclosure Letter and (vi) such other Liens, if any, as may be expressly designated by Purchaser in its sole and absolute discretion by written notice delivered to Sellers at least two (2) Business Days prior to the Closing.

“Person” means any individual, sole proprietorship, partnership, limited liability company, joint venture, trust, incorporated organization, association, corporation, institution, public benefit corporation, Governmental Entity or other entity.

“Plan” has the meaning set forth in the recitals hereto.

“Purchase Price” has the meaning set forth in Section 2.5(a).

“Purchased Intellectual Property” has the meaning set forth in Section 2.1(a).

“Purchaser” has the meaning set forth in the preamble hereof.

“Purchaser Disclosure Letter” means the disclosure letter of even date herewith prepared and signed by Purchaser and delivered to Sellers simultaneously with the execution hereof.

“Quebec Pension Plan” means the retirement pension plan sponsored by the Province of Quebec.

“Real Property” means all real property that is owned or used by any Seller or that is reflected as an Asset of any Seller on the Balance Sheet.

“Real Property Leases” means the real property leases to which any Seller is a party as described in Section 2.1(c).

“Regulatory Approvals” means those sanctions, rulings, consents, orders, exemptions, permits and other approvals (including the lapse, without objection, of a prescribed time under a statute or regulation that states that a transaction may be implemented if a prescribed time lapses following the giving of notice without an objection being made), waivers, early termination authorizations, clearances or written confirmation of no intention to initiate legal proceedings from Governmental Entities as required and as set out in Section 9.14 of the Disclosure Letter.

“Required Regulatory Approvals” means, collectively, (i) all filings required with respect to and any consents, approvals or expiration or termination of any waiting period required under the HSR Act and any applicable United States or foreign antitrust or investment laws including the Competition Act and the Investment Canada Act, (ii) the FCC Consent, (iii) the Industry Canada Approval and (iv) all other Regulatory Approvals set forth in Section 7.3(b) of the Disclosure Letter.

“Retained Assets” has the meaning set forth in Section 2.2.

“Seller” and “Sellers” each has the meaning set forth in the preamble hereof.

“Seller Liabilities” means all Indebtedness, Claims, Liens, demands, expenses, commitments, liabilities and obligations (whether accrued or not, known or unknown, disclosed or undisclosed, matured or unmatured, fixed or contingent, asserted or unasserted, liquidated or unliquidated, arising prior to, at or after the commencement of the Bankruptcy Cases) of or against any Seller or any of the Acquired Assets.

“Seller Permits” has the meaning set forth in Section 4.12(c).

“SkyTerra-1” means the second-generation satellite SkyTerra-1 and its components.

“Software” means any and all (i) computer programs, including any and all software implementation of algorithms, models and methodologies, whether in source code or object code form, (ii) computerized databases and compilations, including any and all data and collections of data and (iii) all documentation, including user manuals and training materials, relating to any of the foregoing.

“Subsidiary” means, with respect to any Person, any corporation, association trust, limited liability company, partnership, joint venture or other business association or entity (i) at least 50% of the outstanding voting securities of which are at the time owned or controlled directly or indirectly by such Person or (ii) with respect to which such Person possesses, directly or indirectly, the power to direct or cause the direction of the affairs or management.

“System Failure” means the failure of any component that supports the overall power supply, operation, and/or maneuverability of a satellite, including solar arrays, momentum wheels, earth sensors, thrusters, propulsion systems, traveling wave tube amplifiers, low noise amplifiers, and other similar equipment.

“Tangible Personal Property” has the meaning set forth in Section 2.1(i).

“Tax” or “Taxes” means any and all United States federal, state, local or non-United States federal, provincial or municipal taxes, Transfer Taxes, fees, levies, duties, tariffs, imposts, and other similar charges on or with respect to net income, alternative or add-on minimum, gross income, gross receipts, sales, use, *ad valorem*, franchise, capital, paid-up capital, profits, license, withholding, payroll, employment, excise, severance, stamp, occupation, premium, property, environmental, or windfall profit tax, customs duties, value added or other tax, governmental fee or other like assessment or charge of any kind whatsoever, together with any interest or any penalty, addition to tax or additional amount imposed by any Governmental Entity responsible for the imposition of any such tax.

“Tax Authority” means any Governmental Entity with responsibility for, and competent to impose, collect or administer, any form of Tax.

“Tax Return” means any return, claim, election, information return, declaration, report, statement, schedule, or other document required to be filed in respect of Taxes and amended Tax Returns and claims for refund.

“Termination Date” has the meaning set forth in Section 8.1(c).

“Third Party” means any Person other than Sellers, Purchaser or any of their respective Affiliates.

“Third Party Deposits” has the meaning set forth in Section 2.1(n).

“Throughput Capacity” means the rate at which SkyTerra-1 is downlinking data at a particular point in time, expressed in megabits per second.

“Trademarks” means any trademarks, service marks, trade names, corporate names, Internet domain names, designs, trade dress, product configurations, logos, slogans, and

general intangibles of like nature, together with all translations, adaptations, derivations and combinations thereof, all goodwill, registrations and applications in any jurisdiction pertaining to the foregoing.

“Transactions” means all the transactions provided for or contemplated by this Agreement and/or the Ancillary Agreements.

“Transfer” means sell, convey, assign, transfer and deliver, and “Transferable” shall have a corollary meaning.

“Transfer Taxes” means all goods and services, harmonized sales, excise, sales, use, transfer, stamp, stamp duty, recording, value added, gross receipts, documentary, filing, and all other similar Taxes or duties, fees or other like charges, however denominated (including any real property transfer taxes and conveyance and recording fees and notarial fees), in each case including interest, penalties or additions attributable thereto whether or not disputed and for greater certainty includes GST/HST and any other Canadian federal or provincial sales or excise taxes, arising out of or in connection with the Transactions, regardless of whether the Governmental Entity seeks to collect the Transfer Tax from Sellers or Purchaser.

“Transferred Employee” has the meaning set forth in Section 6.5(a).

“WARN Obligations” has the meaning set forth in Section 6.5(b).

Section 9.15 Interpretation.

(a) When a reference is made in this Agreement to a Section, Article, subsection, paragraph, item or Exhibit, such reference shall be to a Section, Article, subsection, paragraph, item or Exhibit of this Agreement unless clearly indicated to the contrary.

(b) Whenever the words “include,” “includes” or “including” are used in this Agreement they shall be deemed to be followed by the words “without limitation.”

(c) The words “hereof,” “herein” and “herewith” and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement.

(d) The meaning assigned to each term defined herein shall be equally applicable to both the singular and the plural forms of such term, and words denoting any gender shall include all genders. Where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning.

(e) A reference to any party to this Agreement or any other agreement or document shall include such party’s predecessors, successors and permitted assigns.

(f) A reference to any legislation or to any provision of any legislation shall include any amendment to, and any modification or re-enactment thereof, any legislative provision substituted therefor and all regulations and statutory instruments issued thereunder or pursuant thereto.

(g) References to \$ are to United States Dollars.

(h) The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

(i) All references to the ordinary course of business or practice of Sellers means the ordinary and usual course of normal day-to-day operations of the Business through the date hereof consistent with past practice, recognizing that Sellers have filed the Bankruptcy Cases and the CCAA Recognition Proceedings.

Section 9.16 Bulk Transfer Notices. Sellers and Purchaser hereby waive compliance with any bulk transfer provisions of the Uniform Commercial Code, *the Bulk Sales Act* (Ontario) (or any similar Applicable Law), to the extent not repealed in any applicable jurisdiction, in connection with this Agreement and the Transactions.

Section 9.17 Expenses. Except as otherwise provided in this Agreement, Sellers and Purchaser shall bear their own respective expenses incurred in connection with the negotiation and execution of this Agreement and each other agreement, document and instrument contemplated by this Agreement and the consummation of the transactions contemplated hereby and thereby.

Section 9.18 Non-Recourse. No past, present or future director, officer, employee, incorporator, member, partner or equityholder of Sellers shall have any liability for any obligations or liabilities of Sellers under this Agreement or the Ancillary Agreements of or for any claim based on, in respect of, or by reason of, the transactions contemplated hereby and thereby.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Purchaser and Sellers have executed this Agreement or caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first written above.

SELLERS:

LIGHTSQUARED INC.

By: _____
Name:
Title:

LIGHTSQUARED INVESTORS HOLDINGS
INC.

By: _____
Name:
Title:

ONE DOT FOUR CORP.

By: _____
Name:
Title:

ONE DOT SIX CORP.

By: _____
Name:
Title:

SKYTERRA ROLLUP LLC

By: _____
Name:
Title:

SKYTERRA ROLLUP SUB LLC

By: _____
Name:
Title:

TMI COMMUNICATIONS DELAWARE,
LIMITED PARTNERSHIP

By: _____
Name:
Title:

SKYTERRA INVESTORS LLC

By: _____
Name:
Title:

LIGHTSQUARED GP INC.

By: _____
Name:
Title:

LIGHTSQUARED LP

By: _____
Name:
Title:

ATC TECHNOLOGIES, LLC

By: _____
Name:
Title:

LIGHTSQUARED CORP.

By: _____
Name:
Title:

LIGHTSQUARED INC. OF VIRGINIA

By: _____
Name:
Title:

LIGHTSQUARED SUBSIDIARY LLC

By: _____
Name:
Title:

LIGHTSQUARED FINANCE CO.

By: _____
Name:
Title:

ONE DOT SIX TVCC CORP.

By: _____
Name:
Title:

LIGHTSQUARED NETWORK LLC

By: _____
Name:
Title:

LIGHTSQUARED BERMUDA LTD.

By: _____
Name:
Title:

SKYTERRA HOLDINGS (CANADA) INC.

By: _____
Name:
Title:

SKYTERRA (CANADA) INC.

By: _____
Name:
Title:

PURCHASER:

[]

By: _____
Name:
Title:

Exhibit A

Form of Bill of Sale

Exhibit B

Form of Escrow Agreement

Exhibit C

Form of Assignment and Assumption Agreement

Schedule 2

Sale Notice

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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

**NOTICE OF (I) PROPOSED SALE OF LIGHTSQUARED'S
ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS AND
ENCUMBRANCES, (II) BID PROCEDURES, (III) AUCTION, AND
(IV) CONFIRMATION HEARING**

PLEASE TAKE NOTICE that, on September 10, 2013, LightSquared Inc. and certain of its affiliates, as debtors and debtors in possession (collectively, "LightSquared" or the "Debtors") in the above-captioned chapter 11 cases (the "Chapter 11 Cases"), filed a motion (the "Motion")² with the United States Bankruptcy Court for the Southern District of New York (the "Court") for entry of an order, pursuant to sections 105, 1123, and 1129 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (as amended, the "Bankruptcy Code"), Rules 2002, 6004, 6006, 9007, 9008, and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), Rules 6004-1, 6006-1, and 9006-1 of the Local Rules for the United States Bankruptcy Court for the Southern District of New York (the "Local Rules"), and General Order M-383 of the United States Bankruptcy Court for the Southern District of New York ("General Order M-383"), (i) establishing the proposed bid procedures (the "Bid Procedures") for the sale(s) (the "Sale") of all or substantially all of the assets of LightSquared (the "Assets"), or any grouping or subset thereof, including authorizing LightSquared to grant bidder protections in connection with the Sale; (ii) authorizing and scheduling a date and time to hold an auction (the "Auction") to solicit higher or otherwise better bids for LightSquared's assets; (iii) approving assumption and assignment procedures (the "Assumption and Assignment Procedures"); (iv) approving the form and manner of notice (the "Sale Notice") with respect to the Sale and the Auction; and (v) granting related relief.

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 the Bid Procedures, as applicable.

PLEASE TAKE FURTHER NOTICE that on [____], 2013, the Court entered an order [Docket No. ____] (the “Bid Procedures Order”) approving the form of the Bid Procedures and setting certain dates and deadlines relating to the Auction, the Sale, and the Confirmation Hearing, as summarized below.

PLEASE TAKE FURTHER NOTICE that the “Bid Deadline” is **November 20, 2013 at 5:00 p.m. (prevailing Eastern time)**. A potential bidder that desires to make a bid for the Assets, or any grouping or subset thereof, is required under the Bid Procedures Order to deliver a written copy of all bid materials to (i) Milbank, Tweed, Hadley & McCloy LLP, One Chase Manhattan Plaza, New York, NY 10005 (Attn: Matthew S. Barr, Esq. and Karen Gartenberg, Esq.), counsel to LightSquared; (ii) Kirkland & Ellis LLP, 601 Lexington Avenue, New York, NY 10022 (Attn: Paul M. Basta, Esq. and Joshua A. Sussberg, Esq.), counsel to the Independent LightSquared Committee; (iii) White & Case LLP, 1155 Avenue of the Americas, New York, NY 10036 (Attn: Thomas E. Lauria, Esq., Glenn M. Kurtz, Esq., and Andrew C. Ambruoso, Esq.), counsel to the Ad Hoc Secured Group; and (iv) Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, NY 10036 (Attn: Philip C. Dublin, Esq., Kenneth A. Davis, Esq., and Meredith A. Lahaie, Esq.), counsel to MAST and U.S. Bank, as administrative agent under the Prepetition Inc. Credit Agreement and administrative agent under the DIP Credit Agreement (collectively, the “Notice Parties”) **no later than the Bid Deadline**. **Any person or entity that does not submit a bid by the Bid Deadline (as may be extended pursuant to the Bid Procedures) shall not be permitted to participate in the Auction.** LightSquared may, in its reasonable discretion (after providing advance notice to the Stakeholder Parties of such decision), extend the Bid Deadline once or successively, but it is not obligated to do so; provided, that in no event shall the Bid Deadline be extended beyond November 25, 2013. If LightSquared extends the Bid Deadline, it shall promptly notify all Potential Bidders of the extension.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Bid Procedures Order, if LightSquared receives from any Qualified Bidders a Qualified Bid (other than the LBAC Bid or the MSAC Bid, which have been deemed by the Court to be Qualified Bids under the Bid Procedures) by the Bid Deadline (as such terms are defined in the Bid Procedures), **LightSquared shall conduct the Auction on November 25, 2013 commencing at 10:00 a.m. (prevailing Eastern time) at the offices of Milbank, Tweed, Hadley & McCloy LLP, at which time all Qualified Bidders may bid and participate in the Auction pursuant to the terms of the Bid Procedures.** As described in the Bid Procedures, LightSquared is soliciting bids for all of the Assets, which may also include a bid for any grouping or subset of the Assets. LightSquared, after consultation with the Stakeholder Parties, will not close the Auction until all Qualified Bidders have been given a reasonable opportunity to submit an overbid at the Auction to the then-existing highest or otherwise best bid(s), as determined by LightSquared, after consultation with the Stakeholder Parties. Only bidders who submit bids in accordance with the Bid Procedures will be allowed to attend the Auction. If the Bid Deadline is extended in LightSquared’s reasonable discretion, after providing advance notice to the Stakeholder Parties of such decision, to November 25, 2013, the Auction shall be conducted on December 3, 2013 beginning at 10:00 a.m. (prevailing Eastern time). The Auction may be further adjourned by LightSquared, with the consent of the Lender Parties, to any date agreed to by LightSquared and the Lender Parties; provided, that the Auction shall not be adjourned beyond December 6, 2013.

A copy of the Motion, the Form APA, the LBAC Stalking Horse Agreement, the MSAC Stalking Horse Agreement, the Bid Procedures, and the Bid Procedures Order may be obtained by (i) contacting the attorneys for LightSquared, Milbank, Tweed, Hadley & McCloy LLP, One Chase Manhattan Plaza, New York, NY 10005 (Attn: Matthew S. Barr, Esq. and Karen Gartenberg, Esq.); (ii) accessing the Court's website at <http://www.nysb.uscourts.gov> (please note that a PACER password is needed to access documents on the Court's website); (iii) viewing the docket of the Chapter 11 Cases at the Clerk of the Court, United States Bankruptcy Court for the Southern District of New York, Alexander Hamilton Custom House, One Bowling Green, New York, NY 10004; or (iv) accessing the public website maintained by LightSquared's court-appointed claims and noticing agent, Kurtzman Carson Consultants, LLC ("KCC"), at www.kccllc.net/LightSquared (the "Website"). Copies of such documents may also be obtained by contacting KCC at (877) 499-4509.

PLEASE TAKE FURTHER NOTICE that the Confirmation Hearing is currently scheduled to be held on December 10, 2013 at 10:00 a.m. (prevailing Eastern time) at the United States Bankruptcy Court for the Southern District of New York, Alexander Hamilton Custom House, Courtroom No. 621, One Bowling Green, New York, NY 10004 before the Honorable Shelley C. Chapman, United States Bankruptcy Court Judge, to consider the Sale. The Confirmation Hearing may be continued from time to time by the Court or LightSquared (at the Court's direction) without further notice other than by such adjournment being announced in open court or by a notice of adjournment filed with the Court and served in accordance with the *Order Establishing Certain Notice, Case Management, and Administrative Procedures* [Docket No. 121] (the "Case Management Order").

PLEASE TAKE FURTHER NOTICE THAT ANY OBJECTIONS TO THE SALE OF ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, AND ENCUMBRANCES MUST BE IN WRITING, FILED, AND SERVED SO AS TO BE ACTUALLY RECEIVED BY NOVEMBER 26, 2013 AT 4:00 P.M. (PREVAILING EASTERN TIME) by the Court and the following parties: (i) Milbank, Tweed, Hadley & McCloy LLP, One Chase Manhattan Plaza, New York, NY 10005, Attn: Matthew S. Barr, Esq., Steven Z. Szanzer, Esq., and Karen Gartenberg, Esq., counsel to LightSquared, (ii) Kirkland & Ellis LLP, 601 Lexington Avenue, New York, NY 10022, Attn: Paul M. Basta, Esq. and Joshua A. Sussberg, Esq., counsel to the Independent LightSquared Committee, (iii) the Notice Parties, and (iv) any additional entities on the Master Service List (as defined in the Case Management Order) and available on LightSquared's Website; provided, however, that objections to LightSquared's selection of the highest and otherwise best bid only must be filed, served, and received by the aforementioned parties by December 6, 2013 at 11:59 p.m. (prevailing Eastern time).

PLEASE TAKE FURTHER NOTICE THAT ANY OBJECTION BY A COUNTERPARTY TO AN EXECUTORY CONTRACT OR UNEXPIRED LEASE TO A PROPOSED ASSUMPTION, ASSUMPTION AND ASSIGNMENT, OR RELATED CURE AMOUNT MUST BE IN WRITING, FILED, AND SERVED SO AS TO BE ACTUALLY RECEIVED BY NOVEMBER 29, 2013 AT 4:00 P.M. (PREVAILING EASTERN TIME) by the Court and: (i) Milbank, Tweed, Hadley & McCloy LLP, One Chase

Manhattan Plaza, New York, NY 10005 (Attn: Matthew S. Barr, Esq., Steven Z. Szanzer, Esq., and Karen Gartenberg, Esq.), counsel to LightSquared, (ii) the applicable Qualified Bidder, and (iii) any other notice parties identified on the Contract and Lease Counterparties Notice; provided, however, that any objection by a counterparty to an executory contract or unexpired lease solely to the proposed purchaser's financial wherewithal must be filed, served, and actually received by the aforementioned parties no later than 11:59 p.m. (prevailing Eastern time) on December 6, 2013.

THIS NOTICE IS QUALIFIED IN ITS ENTIRETY BY THE BID PROCEDURES ORDER AND THE MOTION. ALL PERSONS AND ENTITIES ARE URGED TO READ THE BID PROCEDURES ORDER AND THE MOTION AND THE PROVISIONS THEREOF CAREFULLY.

PLEASE TAKE FURTHER NOTICE THAT THE FAILURE TO ABIDE BY THE PROCEDURES AND DEADLINES SET FORTH IN THE BID PROCEDURES ORDER AND THE BID PROCEDURES MAY RESULT IN THE FAILURE OF THE COURT TO CONSIDER A COMPETING BID OR AN OBJECTION TO THE PROPOSED SALE.

Dated: [____], 2013
New York, New York

BY ORDER OF THE COURT

Matthew S. Barr
Karen Gartenberg
MILBANK, TWEED, HADLEY & McCLOY LLP
One Chase Manhattan Plaza
New York, NY 10005-1413
(212) 530-5000

Counsel to Debtors and Debtors in Possession

Schedule 3

Contract and Lease Counterparties Notice

**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 TO ASSUMED
CONTRACT AND LEASE COUNTERPARTIES**

PLEASE TAKE NOTICE that on [____], 2013, the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”) entered the *Order (I) Approving Disclosure Statements, (II) Approving Solicitation and Notice Procedures with Respect to Confirmation of Competing Plans, (III) Approving Forms of Various Ballots and Notices in Connection Therewith, (IV) Approving Scheduling of Certain Dates in Connection with Confirmation of Competing Plans, and (V) Granting Related Relief* [Docket No. ____] (the “Disclosure Statement Order”) that, among other things, (i) approved the adequacy of the (a) *General Disclosure Statement* [Docket No. 815] (as may be further amended or supplemented from time to time, and including all exhibits and supplements thereto, the “General Disclosure Statement”), (b) *Specific Disclosure Statement for Debtors’ Joint Plan Pursuant to Chapter 11 of Bankruptcy Code* [Docket No. 818] (as may be further amended or supplemented from time to time, and including all exhibits and supplements thereto, the “LightSquared Specific Disclosure Statement”), (c) *Disclosure Statement for Joint Chapter 11 Plan for LightSquared LP, ATC Technologies, LLC, LightSquared Corp., LightSquared Inc. of Virginia, LightSquared Subsidiary LLC, LightSquared Finance Co., LightSquared Network LLC, Lightsquared Bermuda Ltd., SkyTerra Holdings (Canada) Inc., and SkyTerra (Canada) Inc., Proposed by the Ad Hoc Secured Group of LightSquared LP Lenders* [Docket No. 765] (as may be further amended or supplemented from time to time, and including all exhibits and supplements thereto, the “Ad Hoc Secured Group Disclosure Statement”), (d) *Specific Disclosure Statement for Chapter 11 Plan for One Dot Six Corp. Proposed by U.S. Bank National Association and Mast Capital Management, LLC* [Docket No. ____] (as may be further amended or supplemented from time to time, and including all exhibits and supplements thereto, the “U.S. Bank/MAST Specific”

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.

Disclosure Statement"); and (e) *Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code Proposed by Harbinger Capital Partners, LLC* [Docket No. ____] (as may be further amended or supplemented from time to time, and including all exhibits and supplements thereto, the "Harbinger Specific Disclosure Statement" and, collectively with the General Disclosure Statement, the LightSquared Specific Disclosure Statement, the Ad Hoc Secured Group Disclosure Statement, and the U.S. Bank/MAST Specific Disclosure Statement, the "Disclosure Statements") and (ii) authorized the above-captioned debtors and debtors in possession (collectively, "LightSquared" or the "Debtors") to solicit acceptances or rejections of each chapter 11 plan (each, as may be further amended or supplemented from time to time and including all exhibits and supplements thereto, a "Competing Plan") that has been proposed in these Chapter 11 Cases from holders of impaired claims or equity interests who are (or may be) entitled to receive distributions under one or more of the Competing Plans.² On [____], 2013, the Ontario Superior Court of Justice (Commercial List) granted an order that, among other things, recognized, and granted the full force and effect of, the Disclosure Statement Order in Canada.

YOU ARE RECEIVING THIS NOTICE because you or one of your affiliates is a counterparty to an executory contract or an unexpired lease with LightSquared.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Competing Plans and the Disclosure Statement Order, **your status as counterparty to an executory contract or an unexpired lease, in and of itself, does not entitle you to vote on any of the Competing Plans at this time.** Accordingly, this notice and the Confirmation Hearing Notice are being sent to you for informational purposes only. If you are entitled to vote, you will receive a Ballot and voting instructions.

To Assumed Contract/Lease Counterparties: [LightSquared intends to/[PLAN PROPONENT] intends to have LightSquared] assume, or assume and assign, the executory contract(s) or unexpired lease(s) to which you are a counterparty. LightSquared has conducted a review of its books and records and has determined that the cure amount for unpaid monetary obligations under such contract(s) or lease(s) is \$[AMOUNT] (the "Cure Obligation"). If you object to the proposed assumption or disagree with the proposed Cure Obligation, you must file an objection with the Bankruptcy Court and serve it on LightSquared and [Plan Proponent] so as to be received **no later than on November 29, 2013 at 4:00 p.m. (prevailing Eastern time); provided, however,** that any objection by a counterparty to an executory contract or unexpired lease solely to the proposed purchaser's financial wherewithal must be filed, served, and actually received by the aforementioned parties no later than 11:59 p.m. (prevailing Eastern time) on December 6, 2013. Any counterparty to an executory contract or unexpired lease that fails to object timely to the proposed assumption, or assumption and assignment, or Cure Obligation will be deemed to have assented to such assumption or Cure Obligation.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the General Disclosure Statement or the *Motion for Entry of Order (I) Approving Solicitation and Notice Procedures with Respect to Confirmation of Competing Plans, (II) Approving Form of Various Ballots and Notices in Connection Therewith, (III) Approving Scheduling of Certain Dates in Connection with Confirmation of Plan, and (IV) Granting Related Relief* [Docket No. ____].

PLEASE TAKE FURTHER NOTICE that a hearing to consider the confirmation of each of the Competing Plans will commence on December 10, 2013 at 10:00 a.m. (prevailing Eastern time) before the Honorable Shelley C. Chapman, United States Bankruptcy Judge, in the United States Bankruptcy Court for the Southern District of New York. The deadline for filing objections to any Competing Plan is 4:00 p.m. (prevailing Eastern time) on November 26, 2013; provided, however, that objections to LightSquared's selection of the highest and otherwise best bid only must be filed, served, and received by the below-mentioned parties by December 6, 2013 at 11:59 p.m. (prevailing Eastern time). Any objection to a Competing Plan must: (i) be in writing; (ii) conform to the Bankruptcy Rules, Local Bankruptcy Rules, and *Order Establishing Certain Notice, Case Management, and Administrative Procedures* [Docket No. 121] (the "Case Management Order"); (iii) state the name and address of the objecting party and the amount and nature of the claim or equity interest of such entity; (iv) state with particularity the basis and nature of any objection to the Competing Plan and, if practicable, a proposed modification to the Competing Plan that would resolve such objection; and (v) be filed, contemporaneously with a proof of service, with the Bankruptcy Court and served on Milbank, Tweed, Hadley & McCloy LLP, One Chase Manhattan Plaza, New York, NY 10005, Attn: Matthew S. Barr, Esq., Steven Z. Szanzer, Esq., and Karen Gartenberg, Esq., and each of the entities on the Master Service List (as defined in the Case Management Order and available on LightSquared's case website at <http://www.kccllc.net/lightsquared>).

PLEASE TAKE FURTHER NOTICE that neither the exclusion nor inclusion of any contract or lease on the Contract and Lease Counterparties Notice, nor anything contained in any Competing Plan, shall constitute an admission by any Plan Proponent that any such contract or lease is or is not, in fact, an executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code. Further, the inclusion of any contract or lease on the Contract and Lease Counterparties Notice does not ultimately establish that such contract or lease shall be assumed, or assumed and assigned, as each Plan Proponent expressly reserves the right to alter, amend, modify, or supplement the Contract and Lease Counterparties Notice at any time prior to the effective date of, and in accordance with, the applicable Competing Plan.

PLEASE TAKE FURTHER NOTICE that if you did not receive, and would like to obtain, a Solicitation Package or the Disclosure Statements (and exhibits, including the Competing Plans), or if you have questions or need additional information, you may contact Kurtzman Carson Consultants LLC, the notice, claims, solicitation, and balloting agent retained by LightSquared in these Chapter 11 Cases (the "Claims and Solicitation Agent"), by: (i) calling LightSquared's restructuring hotline at (877) 499-4509, (ii) visiting LightSquared's restructuring website at: <http://www.kccllc.net/lightsquared>, (iii) writing to Kurtzman Carson Consultants LLC, Attn: LightSquared, 2335 Alaska Avenue, El Segundo, CA 90245, or (iv) e-mailing LightSquaredInfo@kccllc.com. You may also obtain copies of any pleadings filed in these Chapter 11 Cases for a fee via PACER at: <http://www.nysb.uscourts.gov>.

**IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, PLEASE CONTACT
THE CLAIMS AND SOLICITATION AGENT AT (877) 499-4509.**

Dated: [____], 2013
New York, New York

BY ORDER OF THE COURT

Matthew S. Barr
Steven Z. Szanzer
Karen Gartenberg
MILBANK, TWEED, HADLEY & McCLOY LLP
One Chase Manhattan Plaza
New York, NY 10005-1413
(212) 530-5000

Counsel to Debtors and Debtors in Possession

Exhibit F

THIS IS NOT A SOLICITATION OF ACCEPTANCE OR REJECTION OF A CHAPTER 11 PLAN. THIS DISCLOSURE STATEMENT IS SUBMITTED FOR APPROVAL BUT HAS NOT YET BEEN APPROVED BY THE BANKRUPTCY COURT. SOLICITATION OF ACCEPTANCES OR REJECTIONS MAY NOT OCCUR UNTIL THE BANKRUPTCY COURT APPROVES THE DISCLOSURE STATEMENT.

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

In re:

LIGHTSQUARED INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 12-12080 (SCC)

Jointly Administered

**SPECIFIC DISCLOSURE STATEMENT FOR THE JOINT PLAN OF
REORGANIZATION FOR LIGHTSQUARED INC. AND ITS SUBSIDIARIES
PROPOSED BY HARBINGER CAPITAL PARTNERS, LLC**

KASOWITZ, BENSON, TORRES & FRIEDMAN LLP

David M. Friedman

Adam L. Shiff

Daniel A. Fliman

Matthew B. Stein

1633 Broadway

New York, New York 10019

(212) 506-1700

Counsel for Harbinger Capital Partners, LLC

Dated: August 30, 2013
New York, New York

¹ The debtors in these chapter 11 cases, 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.

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**(f) The Ad Hoc Plan Cannot Provide For
The Sale Of Assets Non-Ad Hoc Plan Debtor.**

The Ad Hoc Plan impermissibly contemplates a sale of assets by Debtors that are not reorganized through the Ad Hoc Plan.

**(g) DISH, the Presumptive Stalking Horse Purchaser,
Is Not A Good Faith Purchaser.**

DISH, the presumptive Ergen-designee and stalking horse purchaser under the Asset Purchaser Agreement as contemplated by the Ad Hoc Plan, has not acted in good faith during the pendency of these Chapter 11 Cases. Section 363(m) of the Bankruptcy Code requires that a purchaser of a debtor's assets must act in good faith for the Bankruptcy Court to approve the sale. Courts have held that misconduct including fraud, concealment of material facts, or other attempts to take grossly unfair advantage of other bidders destroys a purchaser's good faith.

As more fully described in Article III.D.3 of the General Disclosure Statement, on August 6, 2013, Harbinger commenced an adversary proceeding against DISH, Ergen and certain of their affiliates seeking the equitable disallowance of their claims in these Chapter 11 Cases, in addition to common law claims of fraud, tortious interference with prospective economic advantage, unfair competition and civil conspiracy ("Ergen Litigation").

Specifically, the plaintiffs allege that Ergen fraudulently infiltrated the senior-most tranche of LightSquared LP's capital structure, secretly amassing at significant discounts to par, based on knowing misrepresentations of fact, a position as the single largest holder of the Prepetition LP Facility Claims. In particular, Ergen purchased the debt through Sound Point -- a new investment vehicle created for this purpose, whose connection to Ergen was deliberately concealed for over a year, despite diligent inquiries. Ergen also disrupted Harbinger's efforts to negotiate a plan of reorganization with the Debtors' creditors by causing Sound Point to enter into binding commitments to purchase hundreds of millions of dollars of debt from existing lenders, but then refusing -- without justification or excuse, and contrary to settled industry practice -- to settle those trades. Ergen used these same "hung trades" as a mechanism to interfere with Harbinger's efforts to raise exit financing for the Debtors. The existing lenders with whom Ergen contracted, and whose trades he refused to close -- investment funds that were fully familiar with the Debtors and had extensive experience with the company and its long-term prospects -- were the very same investment funds that would have served as lenders in the Debtors' exit financing facility that would have allowed the Debtors to pay all of its creditors in full and in cash. Even absent the effects of Ergen's misconduct on Harbinger, the mere fact that Ergen succeeded in illegally purchasing LightSquared LP secured debt at a discount gives him an unfair advantage with respect to other bidders. Inasmuch as Ergen's bid does little more than pay himself back on the illegally purchased debt, Ergen improperly has achieved a lower cost of purchase than any other buyer who played by the rules.

Harbinger believes, based upon the facts alleged in the Ergen Litigation, that Ergen is not a good faith purchaser. The Claims and Interests asserted by Ergen against LightSquared LP are Disputed and will be paid in full in the consideration referred to in Article III hereof only if, and

to the extent such Claims and Interests are Allowed pursuant to a Final Order of the Bankruptcy Court.

CONCLUSION

Harbinger respectfully submits that its plan maximizes the value of the Debtors' estates, provides for the Debtors' to achieve their goals of obtaining critical FCC relief and repaying all their creditors and preferred shareholders in full, and minimizes to the greatest possible extent the enormous risk and delay of approval of a change of control. For these reasons, Harbinger urges all creditors and shareholders entitled to vote to accept the Harbinger Plan.

Dated: August 30, 2013
New York, New York

By: /s/ David M. Friedman
David M. Friedman
Adam L. Shiff
Daniel A. Fliman
Matthew B. Stein

KASOWITZ, BENSON, TORRES
& FRIEDMAN LLP
1633 Broadway
New York, New York 10019
Telephone: (212) 506-1700
Facsimile: (212) 506-1800

Attorneys for Harbinger Capital Partners LLC

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Business Court

COURT MINUTES

October 04, 2013

A-13-686775-B Jacksonville Police and Fire Pension Fund, Plaintiff(s)
vs.
Charles Ergen, Defendant(s)

October 04, 2013 3:00 AM All Pending Motions

HEARD BY: Gonzalez, Elizabeth

COURTROOM: RJC Courtroom 14C

COURT CLERK: Dulce Romea

RECORDER:

PARTIES None.

PRESENT:

JOURNAL ENTRIES

- STIPULATION AND ORDER TO CONTINUE HEARING AND SET BRIEFING SCHEDULE ON PLAINTIFF'S EX PARTE MOTION FOR ORDER TO SHOW CAUSE AND MOTION TO (1) EXPEDITE DISCOVERY AND (2) SET A HEARING ON MOTION FOR PRELIMINARY INJUNCTION...

...PLAINTIFF'S EX PARTE MOTION FOR ORDER TO SHOW CAUSE AND MOTION TO (1) EXPEDITE DISCOVERY AND (2) SET A HEARING ON MOTION FOR PRELIMINARY INJUNCTION ON ORDER SHORTENING TIME...

STATUS CHECK: REQUESTED DISCOVERY...

...MOTION FOR PRELIMINARY INJUNCTION AND FOR DISCOVERY ON AN ORDER SHORTENING TIME...

...STATUS CHECK...

The Court having reviewed the Motion for Preliminary Injunction and for Discovery, the Motion to Expedite Discovery, the status reports filed by the parties including counsel for the Special Litigation committee, the resolution creating the Special Litigation committee, and the related briefing and being fully informed, GRANTS the motion for expedited discovery and SETS the hearing for the preliminary injunction on November 12, 2013 at 9:30 a.m. The Court notes that the resolution creating the Special Litigation Committee does not specifically address the issues related to the LightSquared bankruptcy and anticipates its investigation occurring after the auction. Given the relief sought in the preliminary injunction, the Court GRANTS the request for expedited discovery IN PART. Within 7 judicial days, DISH will produce the items identified as 1-3 on page 13 of the

PRINT DATE: 10/04/2013

Page 1 of 2

Minutes Date: October 04, 2013

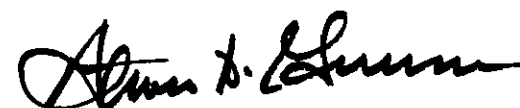
motion filed on 8/14/2013 and take the depositions identified as 1-4 on page 13 of the motion filed on 8/14/2013 and item number 4 on page 12 of the motion filed on 9/13/2013. If Dish makes a claim of privilege to any document responsive to these requests, for each communication or document, the party withholding a document shall specifically identify the author (and their capacity) of the document; the date on which the document was created; a brief summary of the subject matter of the document; if the document is a communication -- the recipient, sender and all others (and their respective capacities) provided with a copy of the document; other individuals with access to the document (and their respective capacities); the type of document; the purpose for creation of the document; and a detailed, specific explanation as to why the document is privileged or otherwise immune from discovery. Counsel for Plaintiffs is directed to submit a proposed order consistent with the foregoing within ten (10) days and distribute a filed copy to all parties involved in this matter. Such order should set forth a synopsis of the supporting reasons proffered to the Court in briefing and argument. This Decision sets forth the Court's intended disposition on the subject but anticipates further order of the Court to make such disposition effective as an order or judgment.

Mr. Boschee is to be notified via minute order to prepare the Order and notify the appropriate parties.

11-12-13 9:30 AM PRELIMINARY INJUNCTION HEARING

CLERK'S NOTE: Separate minute order to ISSUE on Motion to Associate Counsel (Kwawegen) on OST also set on today's Chambers calendar.

A copy of the above minute order was distributed via electronic mail to: Brian Boschee, Esq. (bboschee@nevadafirm.com); Mark Lebovitch, Esq. (markl@blbglaw.com); Jeremy S. Friedman, Esq. (JeremyF@blbglaw.com); Joshua Reisman, Esq. (jreisman@rsnvlaw.com); Jeroen Van Kwawegen, Esq. (jeroen@blbglaw.com); J. Stephen Peek, Esq. (speek@hollandhart.com); Robert Cassity, Esq. (bcassity@hollandhart.com); Kirk Lenhard, Esq. (klenhard@bhfs.com); Jeffrey Rugg, Esq. (jrugg@bhfs.com); Tariq Mundiya, Esq. (tmundiya@willkie.com); Brian Frawley, Esq. (frawleyb@sullcrom.com); Mark Ferrario, Esq. (ferrariom@gtlaw.com); Gregory A. Markel, Esq. (Gregory.Markel@cwt.com). / dr 10-4-13



CLERK OF THE COURT

1 OGM

2 BRIAN W. BOSCHKEE, ESQ.

3 Nevada Bar No. 7612

4 E-mail: bboschkee@nevadafirm.com

5 WILLIAM N. MILLER, ESQ.

6 Nevada Bar No. 11658

7 E-mail: wmiller@nevadafirm.com

8 COTTON, DRIGGS, WALCH,

9 HOLLEY, WOLOSON & THOMPSON

10 400 South Fourth Street, Third Floor

11 Las Vegas, Nevada 89101

12 Telephone: 702/791-0308

13 *Liaison Counsel for Plaintiffs*

14 MARK LEOVITCH, ESQ. (admitted *Pro hac vice*)

15 New York Bar No. 3037272

16 E-mail: markl@blbglaw.com

17 JEROEN VAN KWAEGEN, ESQ. (admitted *Pro hac vice*)

18 New York Bar No. 4228698

19 E-mail: jeroen@blbglaw.com

20 JEREMY FRIEDMAN, ESQ. (admitted *Pro hac vice*)

21 New York Bar No. 4622569

22 E-mail: jeremyf@blbglaw.com

23 BERNSTEIN LITOWITZ BERGER

24 & GROSSMANN LLP

25 1285 Avenue of the Americas

26 New York, New York 10019

27 Telephone: 212/554-1400

28 *Lead Counsel for Plaintiffs*

DISTRICT COURT

CLARK COUNTY, NEVADA

FILE WITH
MASTER CALENDAR

IN RE DISH NETWORK CORPORATION
DERIVATIVE LITIGATION

Case No.: A-13-686775-B

Dept. No.: XI

**ORDER GRANTING, IN PART, PLAINTIFF'S EX PARTE MOTION FOR ORDER TO
SHOW CAUSE AND MOTION TO (1) EXPEDITE DISCOVERY AND (2) SET A
HEARING ON MOTION FOR PRELIMINARY INJUNCTION ON ORDER
SHORTENING TIME AND PLAINTIFF'S MOTION FOR PRELIMINARY
INJUNCTION AND FOR DISCOVERY ON AN ORDER SHORTENING TIME**

Plaintiff Jacksonville Police and Fire Pension Fund ("Plaintiff") having filed an Ex Parte Motion for Order to Show Cause and Motion to (1) Expedite Discovery and (2) Set a Hearing on Motion for Preliminary Injunction on Order Shortening Time on August 14, 2013 (the "Motion")

1 to Expedite Discovery”) and a Motion for Preliminary Injunction and Order for Discovery on an
2 Order Shortening Time on September 13, 2013 (the “Motion for Preliminary Injunction and for
3 Discovery”), the Motion to Expedite Discovery having come before this Court for hearing on
4 September 10, 2013 at 8:30 a.m., and the Motion for Preliminary Injunction and for Discovery
5 (as well as the continued hearing on the Motion to Expedite Discovery) having come before this
6 Court for hearing on September 19, 2013 at 8:30 a.m., the parties to this action being represented
7 by their respective counsel at the aforementioned hearings, the Court having fully considered the
8 Motion to Expedite Discovery, the various oppositions to the Motion to Expedite Discovery,
9 Plaintiff’s reply in support of the Motion to Expedite Discovery, the Motion for Preliminary
10 Injunction and for Discovery, the various oppositions to the Motion for Preliminary Injunction
11 and for Discovery, the status reports filed by Plaintiff, Nominal Defendant Dish Network
12 Corporation (“Dish”), Defendant Charles W. Ergen (“Defendant Ergen”) and the Special
13 Litigation Committee (“SLC”) of Dish’s board of directors (the “Board”) on October 3, 2013,
14 and the other pleadings and papers on file herein, the arguments set forth by appearing counsel at
15 the aforementioned hearings, and good cause appearing:

16 **THE COURT HEREBY FINDS THAT:**

17 A. Plaintiff seeks a preliminary injunction to enjoin Defendant Charles W. Ergen
18 (“Ergen”) and any Board members not independent of Ergen from influencing or interfering with
19 Dish’s efforts to buy LightSquared assets in the LightSquared bankruptcy proceedings pending
20 in the Bankruptcy Court for the Southern District of New York;

21 B. Plaintiff asserts that Dish faces imminent and irreparable harm in the absence of
22 an injunction;

23 C. Plaintiff seeks limited expedited discovery related to a special committee of the
24 Board consisting of Steven R. Goodbarn and Gary S. Howard (the “Special Committee”), which
25 was created after the Board learned that an entity controlled by Defendant Charles W. Ergen had
26 purchased LightSquared debt and had made an offer to purchase LightSquared assets. Plaintiff
27 seeks the requested expedited discovery to supplement the record in support of Plaintiff’s Motion
28 for Preliminary Injunction, thereby assisting the Court in ruling on the pending motion;

D. On September 19, 2013, Dish informed the Court that the Board created the SLC;

E. On October 3, 2013, the SLC provided the Court with a copy of the Board resolution that created the SLC. The Board resolution delegates the Board's power to review, investigate and evaluate Plaintiff's claims to the SLC. The Board resolution does not specifically address the issues related to the LightSquared bankruptcy and anticipates its investigation occurring after the auction;

F. The LightSquared bankruptcy auction is scheduled for November 25, 2013, with bids due November 20, 2013;

G. Therefore, given the relief sought in the preliminary injunction, good cause exists for permitting the limited expedited discovery sought by Plaintiff.

ORDER

Based upon the foregoing, and the Court's aforementioned Findings, and other good cause appearing:

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the Motion to Expedite Discovery is GRANTED in part, as follows:

A. Plaintiff's request regarding expedited discovery is GRANTED, in part. Dish will produce the following items to Plaintiff by October 15, 2013:

1. All documents relating to the work of the Special Committee, including (a) documents reflecting the Committee's creation and the scope of its authority; (b) legal and financial advisors it retained; (c) the Special Committee's membership and its communications with Ergen, non-Committee Board members, or any member of Dish management; and (d) the Special Committee's assessment of Ergen's purchase of LightSquared debt, Dish's rights to pursue claims against Ergen, and assessment of Dish's potential or actual bid for LightSquared or any of LightSquared's assets.
2. Any financial analysis performed by any internal or outside consultant or advisor to the Committee, the Board or Ergen, relating to the acquisition of LightSquared, LightSquared debt instruments, or any LightSquared assets.
3. Any documents and Board communications relating to the resignation of Gary Howard from the Board.
4. All minutes, presentations, and notes of the Board or any committee thereof, as well as intra-director communications, pertaining to Ergen's acquisition of

1 LightSquared debt, Ergen's bid for LightSquared, Dish's rights vis-à-vis Ergen
2 pertaining to his actions, Dish's bid and any other effort to acquire LightSquared
 or its assets.

3 **B.** If Dish makes a claim of privilege to any document responsive to these four
4 requests in the previous paragraph, for each communication or document, the party withholding
5 a document shall specifically identify: (1) the author (and their capacity) of the document; (2) the
6 date on which the document was created; (3) a brief summary of the subject matter of the
7 document; (4) if the document is a communication – the recipient, the sender and all others (and
8 their respective capacities) provided with a copy of the document; (5) other individuals with
9 access to the document (and their respective capacities); (6) the type of document; (7) the
10 purpose for creation of the document; and (8) a detailed, specific explanation as to why the
11 document is privileged or otherwise immune from discovery.

12 **C.** Plaintiff's request to take certain depositions is GRANTED, in part. Plaintiff is
13 permitted to take the following depositions:

- 14 1. Charles Ergen
- 15 2. Gary Howard
- 16 3. Steven Goodbarn; and
- 17 4. Perella Weinberg Partners, in its capacity as financial advisor to the Special
18 Committee.

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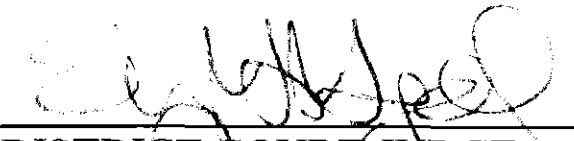
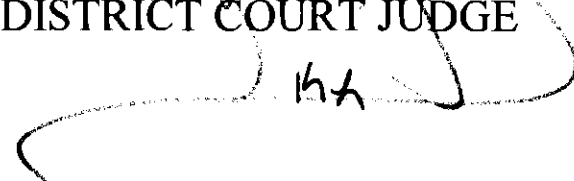
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1 **IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED** that a
2 hearing regarding Plaintiff's Motion for Preliminary Injunction is set for November 12, 2013 at
3 9:30 a.m..

4 **IT IS SO ORDERED** this 14 day of October, 2013.

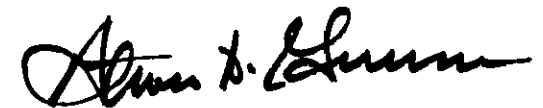
5
6 
7 DISTRICT COURT JUDGE
8 

8 Respectfully submitted by:

9 **COTTON, DRIGGS, WALCH,**
10 **HOLLEY, WOLOSON & THOMPSON**

10 
11 BRIAN W. BOSCH, ESQ. (NBN 7612)
12 WILLIAM N. MILLER, ESQ. (NBN 11658)
13 400 South Fourth Street, Third Floor
Las Vegas, Nevada 89101
Liaison Counsel for Plaintiffs

14 **MARK LEOVITCH, ESQ.**
15 **New York Bar No. 3037272**
16 **JEROEN VAN KWAEGEN, ESQ.**
17 **New York Bar No. 4228698**
18 **JEREMY FRIEDMAN, ESQ.**
19 **New York Bar No. 4622569**
20 **BERNSTEIN LITOWITZ BERGER**
21 **& GROSSMANN LLP**
22 **1285 Avenue of the Americas**
23 **New York, New York 10019**
24 *Lead Counsel for Plaintiffs*



CLERK OF THE COURT

1 **NEOJ**
2 BRIAN W. BOSCHEE, ESQ.
3 Nevada Bar No. 7612
4 E-mail: bboschee@nevadafirm.com
5 WILLIAM N. MILLER, ESQ.
6 Nevada Bar No. 11658
7 E-mail: wmiller@nevadafirm.com
8 COTTON, DRIGGS, WALCH,
9 HOLLEY, WOLOSON & THOMPSON
10 400 South Fourth Street, Third Floor
11 Las Vegas, Nevada 89101
12 Telephone: 702/791-0308
13 *Liaison Counsel for Plaintiffs*

14 MARK LEOVITCH, ESQ. (admitted *Pro hac vice*)
15 New York Bar No. 3037272
16 E-mail: markl@blbglaw.com
17 JEROEN VAN KWAEGEN, ESQ. (admitted *Pro hac vice*)
18 New York Bar No. 4228698
19 E-mail: jeroen@blbglaw.com
20 JEREMY FRIEDMAN, ESQ. (admitted *Pro hac vice*)
21 New York Bar No. 4622569
22 E-mail: jeremyf@blbglaw.com
23 BERNSTEIN LITOWITZ BERGER
24 & GROSSMANN LLP
25 1285 Avenue of the Americas
26 New York, New York 10019
27 Telephone: 212/554-1400
28 *Lead Counsel for Plaintiffs*

DISTRICT COURT
CLARK COUNTY, NEVADA

IN RE DISH NETWORK CORPORATION
DERIVATIVE LITIGATION

Case No: A-13-686775-B
Dept. No.: XI

**NOTICE OF ENTRY OF ORDER
GRANTING, IN PART, PLAINTIFF'S EX
PARTE MOTION FOR ORDER TO
SHOW CAUSE AND MOTION TO (1)
EXPEDITE DISCOVERY AND (2) SET A
HEARING ON MOTION FOR
PRELIMINARY INJUNCTION ON
ORDER SHORTENING TIME AND
PLAINTIFF'S MOTION FOR
PRELIMINARY INJUNCTION AND FOR
DISCOVERY ON AN ORDER
SHORTENING TIME**

YOU, and each of you, will please take notice that an ORDER GRANTING, IN PART,

1 PLAINTIFF'S EX PARTE MOTION FOR ORDER TO SHOW CAUSE AND MOTION TO (1)
2 EXPEDITE DISCOVERY AND (2) SET A HEARING ON MOTION FOR PRELIMINARY
3 INJUNCTION ON ORDER SHORTENING TIME AND PLAINTIFF'S MOTION FOR
4 PRELIMINARY INJUNCTION AND FOR DISCOVERY ON AN ORDER SHORTENING
5 TIME in the above-entitled matter was filed and entered by the Clerk of the above-entitled Court
6 on the 15th day of October, 2013, a copy of which is attached hereto.

7 Dated this 16th day of October, 2013.

8 **COTTON, DRIGGS, WALCH,**
9 **HOLLEY, WOLOSON & THOMPSON**

10 

11 BRIAN W. BOSCHEE, ESQ.
12 Nevada Bar No. 7612
13 WILLIAM N. MILLER, ESQ.
14 Nevada Bar No. 11658
15 400 South Fourth Street, Third Floor
16 Las Vegas, Nevada 89101

17 MARK LEBOVITCH, ESQ.
18 New York Bar No. 3037272
19 JEROEN VAN KWAWESEN, ESQ.
20 New York Bar No. 4228698
21 JEREMY FRIEDMAN, ESQ.
22 New York Bar No. 4622569
23 BERNSTEIN LITOWITZ BERGER
24 & GROSSMANN LLP
25 1285 Avenue of the Americas
26 New York, New York 10019
27 *Attorneys for Plaintiffs*
28

CERTIFICATE OF MAILING

I HEREBY CERTIFY that, on the 16th day of October, 2013 and pursuant to NRCP 5(b), I deposited for mailing in the U.S. Mail a true and correct copy of the foregoing **NOTICE OF ENTRY OF ORDER GRANTING, IN PART, PLAINTIFF'S EX PARTE MOTION FOR ORDER TO SHOW CAUSE AND MOTION TO (1) EXPEDITE DISCOVERY AND (2) SET A HEARING ON MOTION FOR PRELIMINARY INJUNCTION ON ORDER SHORTENING TIME AND PLAINTIFF'S MOTION FOR PRELIMINARY INJUNCTION AND FOR DISCOVERY ON AN ORDER SHORTENING TIME** postage prepaid and addressed to:

Joshua H. Reisman, Esq.
Robert R. Warns III, Esq.
REISMAN SOROKAC
8965 South Eastern Avenue, Suite 382
Las Vegas, Nevada 89123
Attorneys for Charles W. Ergen

Kirk B. Lenhard, Esq.
Jeffrey S. Rugg, Esq.
BROWNSTEIN HYATT FABER SCHREK
100 North City Parkway, Suite 1600
Las Vegas, Nevada 89106-4614
Attorneys for Defendant DISH NETWORK CORPORATION and Director Defendants

Mark E. Ferrario, Esq.
Jack Burns, Esq.
GREENBERG TRAURIG, LLP
3773 Howard Hughes Parkway,
Suite 400 North
Las Vegas, Nevada 89169
Attorneys for Defendant Steven R. Goodbarn

G. Mark Albright, Esq.
ALBRIGHT, STODDARD, WARNICK &
ALBRIGHT
Quail Park I, Suite D-4
801 South Rancho Drive
Las Vegas, Nevada 89106
Attorneys for Plaintiff DCM-Multi-Manager Fund, LLC

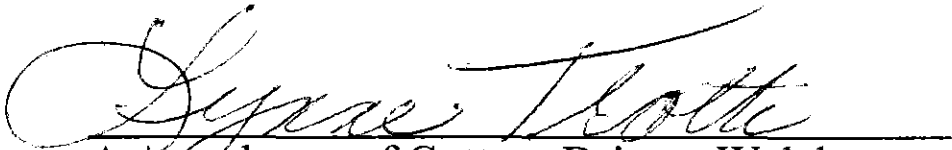
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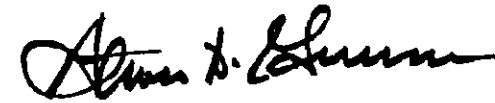
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27
28

J. Stephen Peek
Robert J. Cassity
Holland & Hart LLP
9555 Hillwood Drive, 2nd Floor
Las Vegas, Nevada 89134
Counsel for the Special Litigation Committee


An employee of Cotton, Driggs, Walch,
Holley, Woloson & Thompson



CLERK OF THE COURT

1 **OGM**

2 **BRIAN W. BOSCHKEE, ESQ.**

3 Nevada Bar No. 7612

4 E-mail: bboschkee@nevadafirm.com

5 **WILLIAM N. MILLER, ESQ.**

6 Nevada Bar No. 11658

7 E-mail: wmiller@nevadafirm.com

8 **COTTON, DRIGGS, WALCH,**

9 **HOLLEY, WOLOSON & THOMPSON**

10 400 South Fourth Street, Third Floor

11 Las Vegas, Nevada 89101

12 Telephone: 702/791-0308

13 *Liaison Counsel for Plaintiffs*

14 **MARK LEOVITCH, ESQ. (admitted *Pro hac vice*)**

15 New York Bar No. 3037272

16 E-mail: markl@blbglaw.com

17 **JEROEN VAN KWAWEGEN, ESQ. (admitted *Pro hac vice*)**

18 New York Bar No. 4228698

19 E-mail: jeroen@blbglaw.com

20 **JEREMY FRIEDMAN, ESQ. (admitted *Pro hac vice*)**

21 New York Bar No. 4622569

22 E-mail: jeremyf@blbglaw.com

23 **BERNSTEIN LITOWITZ BERGER**

24 & GROSSMANN LLP

25 1285 Avenue of the Americas

26 New York, New York 10019

27 Telephone: 212/554-1400

28 *Lead Counsel for Plaintiffs*

DISTRICT COURT

CLARK COUNTY, NEVADA

FILE WITH
MASTER CALENDAR

IN RE DISH NETWORK CORPORATION
DERIVATIVE LITIGATION

Case No.: A-13-686775-B
Dept. No.: XI

**ORDER GRANTING, IN PART, PLAINTIFF'S EX PARTE MOTION FOR ORDER TO
SHOW CAUSE AND MOTION TO (1) EXPEDITE DISCOVERY AND (2) SET A
HEARING ON MOTION FOR PRELIMINARY INJUNCTION ON ORDER
SHORTENING TIME AND PLAINTIFF'S MOTION FOR PRELIMINARY
INJUNCTION AND FOR DISCOVERY ON AN ORDER SHORTENING TIME**

Plaintiff Jacksonville Police and Fire Pension Fund ("Plaintiff") having filed an Ex Parte Motion for Order to Show Cause and Motion to (1) Expedite Discovery and (2) Set a Hearing on Motion for Preliminary Injunction on Order Shortening Time on August 14, 2013 (the "Motion")

1 to Expedite Discovery") and a Motion for Preliminary Injunction and Order for Discovery on an
2 Order Shortening Time on September 13, 2013 (the "Motion for Preliminary Injunction and for
3 Discovery"), the Motion to Expedite Discovery having come before this Court for hearing on
4 September 10, 2013 at 8:30 a.m., and the Motion for Preliminary Injunction and for Discovery
5 (as well as the continued hearing on the Motion to Expedite Discovery) having come before this
6 Court for hearing on September 19, 2013 at 8:30 a.m., the parties to this action being represented
7 by their respective counsel at the aforementioned hearings, the Court having fully considered the
8 Motion to Expedite Discovery, the various oppositions to the Motion to Expedite Discovery,
9 Plaintiff's reply in support of the Motion to Expedite Discovery, the Motion for Preliminary
10 Injunction and for Discovery, the various oppositions to the Motion for Preliminary Injunction
11 and for Discovery, the status reports filed by Plaintiff, Nominal Defendant Dish Network
12 Corporation ("Dish"), Defendant Charles W. Ergen ("Defendant Ergen") and the Special
13 Litigation Committee ("SLC") of Dish's board of directors (the "Board") on October 3, 2013,
14 and the other pleadings and papers on file herein, the arguments set forth by appearing counsel at
15 the aforementioned hearings, and good cause appearing:

16 **THE COURT HEREBY FINDS THAT:**

17 A. Plaintiff seeks a preliminary injunction to enjoin Defendant Charles W. Ergen
18 ("Ergen") and any Board members not independent of Ergen from influencing or interfering with
19 Dish's efforts to buy LightSquared assets in the LightSquared bankruptcy proceedings pending
20 in the Bankruptcy Court for the Southern District of New York;

21 B. Plaintiff asserts that Dish faces imminent and irreparable harm in the absence of
22 an injunction;

23 C. Plaintiff seeks limited expedited discovery related to a special committee of the
24 Board consisting of Steven R. Goodbarn and Gary S. Howard (the "Special Committee"), which
25 was created after the Board learned that an entity controlled by Defendant Charles W. Ergen had
26 purchased LightSquared debt and had made an offer to purchase LightSquared assets. Plaintiff
27 seeks the requested expedited discovery to supplement the record in support of Plaintiff's Motion
28 for Preliminary Injunction, thereby assisting the Court in ruling on the pending motion;

D. On September 19, 2013, Dish informed the Court that the Board created the SLC;

E. On October 3, 2013, the SLC provided the Court with a copy of the Board resolution that created the SLC. The Board resolution delegates the Board's power to review, investigate and evaluate Plaintiff's claims to the SLC. The Board resolution does not specifically address the issues related to the LightSquared bankruptcy and anticipates its investigation occurring after the auction;

F. The LightSquared bankruptcy auction is scheduled for November 25, 2013, with bids due November 20, 2013;

G. Therefore, given the relief sought in the preliminary injunction, good cause exists for permitting the limited expedited discovery sought by Plaintiff.

ORDER

Based upon the foregoing, and the Court's aforementioned Findings, and other good cause appearing:

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the Motion to Expedite Discovery is GRANTED in part, as follows:

A. Plaintiff's request regarding expedited discovery is GRANTED, in part. Dish will produce the following items to Plaintiff by October 15, 2013:

1. All documents relating to the work of the Special Committee, including (a) documents reflecting the Committee's creation and the scope of its authority; (b) legal and financial advisors it retained; (c) the Special Committee's membership and its communications with Ergen, non-Committee Board members, or any member of Dish management; and (d) the Special Committee's assessment of Ergen's purchase of LightSquared debt, Dish's rights to pursue claims against Ergen, and assessment of Dish's potential or actual bid for LightSquared or any of LightSquared's assets.
2. Any financial analysis performed by any internal or outside consultant or advisor to the Committee, the Board or Ergen, relating to the acquisition of LightSquared, LightSquared debt instruments, or any LightSquared assets.
3. Any documents and Board communications relating to the resignation of Gary Howard from the Board.
4. All minutes, presentations, and notes of the Board or any committee thereof, as well as intra-director communications, pertaining to Ergen's acquisition of

1 LightSquared debt, Ergen's bid for LightSquared, Dish's rights vis-à-vis Ergen
2 pertaining to his actions, Dish's bid and any other effort to acquire LightSquared
3 or its assets.

4 B. If Dish makes a claim of privilege to any document responsive to these four
5 requests in the previous paragraph, for each communication or document, the party withholding
6 a document shall specifically identify: (1) the author (and their capacity) of the document; (2) the
7 date on which the document was created; (3) a brief summary of the subject matter of the
8 document; (4) if the document is a communication – the recipient, the sender and all others (and
9 their respective capacities) provided with a copy of the document; (5) other individuals with
10 access to the document (and their respective capacities); (6) the type of document; (7) the
11 purpose for creation of the document; and (8) a detailed, specific explanation as to why the
12 document is privileged or otherwise immune from discovery.

13 C. Plaintiff's request to take certain depositions is GRANTED, in part. Plaintiff is
14 permitted to take the following depositions:

- 15 1. Charles Ergen
- 16 2. Gary Howard
- 17 3. Steven Goodbarn; and
- 18 4. Perella Weinberg Partners, in its capacity as financial advisor to the Special
19 Committee.

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1 **IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED** that a
2 hearing regarding Plaintiff's Motion for Preliminary Injunction is set for November 12, 2013 at
3 9:30 a.m..

4 **IT IS SO ORDERED** this 14 day of October, 2013.

5
6 
7 _____
8 DISTRICT COURT JUDGE
9 *kh*

8 Respectfully submitted by:

9 **COTTON, DRIGGS, WALCH,**
10 **HOLLEY, WOLOSON & THOMPSON**

11 
12 **BRIAN W. BOSCH, ESQ. (NBN 7612)**
13 **WILLIAM N. MILLER, ESQ. (NBN 11658)**
14 400 South Fourth Street, Third Floor
15 Las Vegas, Nevada 89101
16 *Liaison Counsel for Plaintiffs*

17 **MARK LEOVITCH, ESQ.**
18 New York Bar No. 3037272
19 **JEROEN VAN KAWEGEN, ESQ.**
20 New York Bar No. 4228698
21 **JEREMY FRIEDMAN, ESQ.**
22 New York Bar No. 4622569
23 **BERNSTEIN LITOWITZ BERGER**
24 **& GROSSMANN LLP**
25 1285 Avenue of the Americas
26 New York, New York 10019
27 *Lead Counsel for Plaintiffs*
28

REDACTED VERSION FILED

REDACTED VERSION FILED

FILED UNDER SEAL

FILED UNDER SEAL