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March 10, 2009

FILED ELECTRONICALLY

Marlene H. Dortch
Secretary
Federal Communications Commission
445 12th St., S.W.
Washington, DC 20554

**Re: Petition for Declaratory Ruling
Harbinger Capital Partners Master Fund I, Ltd.
and Harbinger Capital Partners Special Situations Fund, L.P.
File No. ISP-PDR-20080129-00002**

Dear Ms. Dortch:

In response to a letter, dated March 3, 2009, from James L. Ball, Chief, Policy Division, International Bureau, requesting copies of certain escrow agreements,

Marlene H. Dortch
March 10, 2009
Page 2

Harbinger Capital Partners Master Fund I, Ltd. ("Master Fund") and Harbinger Capital Partners Special Situations Fund, L.P. ("Special Fund") (collectively, "Harbinger") hereby submit the following:

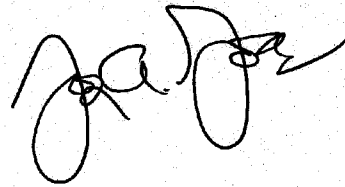
Escrow Agreement, dated April 9, 2008, by and among the Master Fund, the Special Fund, various Apollo funds, and the Escrow Agent.

Escrow Agreement, dated November 7, 2008, by and among the Master Fund, the Special Fund, and Wells Fargo Bank, National Association (the "Wells Fargo Escrow Agreement").

Amendment No. 1, dated January 27, 2009, to the Wells Fargo Escrow Agreement.

Please direct any questions concerning this filing to the undersigned.

Sincerely,

A handwritten signature in black ink, appearing to read "Joe Godles", with a stylized flourish at the end.

Joseph A. Godles
Counsel to Harbinger

cc: Jim Ball, FCC
Howard Griboff, FCC
Francis Gutierrez, FCC
Susan O'Connell, FCC
Jodi Cooper, FCC
Jennifer Balatan, FCC

EXECUTION VERSION

ESCROW AGREEMENT dated as of April 9, 2008 (this "Agreement"), by and among HARBINGER CAPITAL PARTNERS MASTER FUND I, LTD., an exempted company organized under the laws of the Cayman Islands ("Harbinger Master"), HARBINGER CAPITAL PARTNERS SPECIAL SITUATIONS FUND, L.P., a Delaware limited partnership ("Harbinger Special") and, together with Harbinger Master, "Harbinger"), APOLLO INVESTMENT FUND IV, L.P., a Delaware limited partnership ("AIF IV"), APOLLO OVERSEAS PARTNERS IV, L.P., a limited partnership registered in the Cayman Islands ("Overseas IV"), AIF IV/RRRR LLC, a Delaware limited liability company ("AIF IV/RRRR"), AP/RM ACQUISITION LLC, a Delaware limited liability company ("AP/RM"), and ST/RRRR LLC, a Delaware limited liability company ("ST/RRRR") each of AIF IV, Overseas IV, AIF/RRRR, AP/RM and ST/RRRR being hereinafter referred to as a "Stockholder" and collectively as the "Stockholders") and Akin Gump Strauss Hauer & Feld LLP (the "Escrow Agent"). Each of Harbinger Master, Harbinger Special, AIF IV, Overseas IV, AIF IV/RRRR, AP/RM, ST/RRRR and the Escrow Agent is hereinafter referred to as a "Party" and collectively as the "Parties".

Harbinger and the Stockholders have entered into a Securities Purchase Agreement, dated as of April 7, 2008 (the "Securities Purchase Agreement"), respecting the Securities (as defined in the Securities Purchase Agreement) issued by SkyTerra Communications, Inc., a Delaware corporation (the "Company"), set forth opposite each such Stockholder's name on Annex A to the Securities Purchase Agreement. Capitalized terms used but not defined in this Agreement shall have the meanings specified for such terms in the Securities Purchase Agreement.

Pursuant to Section 3.1(f) of the Securities Purchase Agreement, the obligations of Harbinger to purchase and pay for the Securities are subject, among other things, to the condition that the Parties shall have entered into this Agreement prior to or on the Closing Date.

THEREFORE, in consideration of the mutual covenants and agreements contained herein and in the Securities Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the Parties hereby agrees as follows:

1. Appointment of Escrow Agent. Harbinger and the Stockholders hereby appoint the Escrow Agent to act in accordance with and subject to the terms of this Agreement, and the Escrow Agent hereby accepts such appointment and agrees to act in accordance with and subject to such terms.

2. Deposit of Escrowed Property. On the Closing Date, each of the Stockholders shall deliver or cause to be delivered to the Escrow Agent certificates representing the number of Remaining Shares set forth opposite such Stockholder's name on Exhibit 1, together with signed stock powers and any other instruments executed in blank necessary to permit the Escrow Agent to effect the delivery, transfer and registration of the Remaining Shares in accordance with the terms of this Agreement. If prior to Escrow Break Date the Company effects any split, combination or reclassification of its Voting Common Stock or declares or pays any dividend or other distribution payable to the holders of its Voting Common Stock in additional shares of Common Stock, other securities or other property other than cash dividends ("Non-Cash Distributions"), then the Stockholders shall promptly deliver any such Non-Cash Distributions to the Escrow Agent and the Escrow Agent shall hold, deliver and transfer any such Non-Cash

Distributions in accordance with the terms of this Agreement. The Remaining Shares together with any such Non-Cash Distributions are hereinafter referred to as the "Escrowed Property".

3. Rights of Stockholders in Escrowed Property.

3.1. Title, Voting Rights and Cash Dividends. Until such time as the Escrow Agent transfers and delivers the Escrowed Property in accordance with Section 4, (a) title to the Escrowed Property shall remain in the Stockholders and the Escrowed Property shall remain registered on the books of the Company in the name of the Stockholders or their respective nominees; (b) the Stockholders shall have the right to vote the Remaining Shares and any other voting securities included within the Escrowed Property and (c) the Stockholders shall have the right to receive any cash dividends declared or paid by the Company with respect to the Remaining Shares.

3.2 Restrictions on Transfer. Prior to the Escrow Break Date none of the Stockholders shall (i) Transfer or consent to the Transfer of, any Escrowed Property or any interest therein, (ii) enter into any contract, option or other agreement or understanding with respect to any Transfer of any Escrowed Property or any interest therein, (iii) grant any proxy, power of attorney or other authorization in or with respect to any Remaining Shares or any other voting securities included within the Escrowed Property that will not by its terms expire before the Escrow Break Date, (iv) deposit any Remaining Shares or any other voting securities included within the Escrowed Property into a voting trust or enter into a voting agreement with respect to any Remaining Shares or any other voting securities included within the Escrowed Property that will not by its terms expire before the Escrow Break Date, or (v) exchange any Remaining Shares for Non-Voting Shares or exchange any other voting securities included within the Escrowed Property for non-voting securities.

4. Disbursement of the Escrowed Property. The Escrow Agent shall hold and dispose of the Escrowed Property as provided in this Section 4. Upon receipt of written notice from Harbinger that Harbinger has received FCC Approval to acquire the Escrowed Property or that Harbinger has determined that it may acquire the Escrowed Property without FCC Approval, the Escrow Agent shall transfer and deliver the Escrowed Property to, and effect the registration of the Escrowed Property in the name of, Harbinger Master, Harbinger Special or such of their respective nominees as they may designate. Upon receipt of written notice from Harbinger that Harbinger has failed to receive required FCC Approval to acquire the Escrowed Property or has determined that it will not seek required FCC Approval to acquire the Escrowed Property, the Escrow Agent shall sell the Escrowed Property and remit the proceeds of such sale to Harbinger. In connection with any such sale or sales, the Escrow Agent shall consult with Harbinger but shall not take any directions from Harbinger. Notwithstanding the foregoing, (a) Harbinger agrees that it shall not instruct the Escrow Agent to transfer, deliver or effect the registration of the Escrowed Property in the name of Harbinger Master, Harbinger Special or their respective nominees without Harbinger's first having obtained any necessary FCC Approval to acquire the Escrowed Property and (b) Harbinger shall not have the power to direct the Escrow Agent to transfer and deliver the Escrowed Property to, and effect the registration of the Escrowed Property in the name of, Harbinger Master, Harbinger Special or their respective nominees or to sell the Escrowed Property unless and until Harbinger delivers to the Escrow Agent an opinion of FCC counsel addressed to Harbinger and to the Escrow Agent to the effect that such

disposition would not violate the Communications Act. The Escrow Agent shall have no further duties hereunder after the transfer and delivery of the Escrowed Property in accordance with this Section 4.

5. Concerning the Escrow Agent.

5.1 Good Faith Reliance. The Escrow Agent shall not be liable for any action taken or omitted by it in good faith and in the exercise of its own best judgment, and may rely conclusively and shall be protected in acting upon any order, notice, demand, certificate, opinion or advice of counsel (including counsel chosen by the Escrow Agent), statement, instrument, report or other paper or document (not only as to its due execution and the validity and effectiveness of its provisions, but also as to the truth and acceptability of any information therein contained) that is believed by the Escrow Agent to be genuine and to be signed or presented by the proper Person or Persons. The Escrow Agent shall not be bound by any notice or demand, or any waiver, modification, termination or rescission of this Agreement unless evidenced by a writing delivered to the Escrow Agent signed by the proper Party or Parties and, if the duties or rights of the Escrow Agent are affected, unless it shall have given its prior written consent thereto.

5.2 Indemnification. The Escrow Agent shall be indemnified and held harmless by Harbinger from and against any expenses, including counsel fees and disbursements, or loss suffered by the Escrow Agent in connection with any action, suit or other proceeding involving any claim which in any way, directly or indirectly, arises out of or relates to this Agreement, the services of the Escrow Agent hereunder, or the Escrowed Property held by it hereunder, other than expenses or losses arising from the actual fraud of the Escrow Agent. Promptly after the receipt by the Escrow Agent of notice of any demand or claim or the commencement of any action, suit or proceeding, the Escrow Agent shall notify the other Parties in writing. In the event of the receipt of such notice, the Escrow Agent, in its sole discretion, may commence an action in the nature of interpleader in an appropriate court to determine ownership or disposition of the Escrowed Property or it may deposit the Escrowed Property with the clerk of any appropriate court or it may retain the Escrowed Property pending receipt of a final, non appealable order of a court having jurisdiction over all of the Parties directing to whom and under what circumstances the Escrowed Property is to be transferred and delivered. The provisions of this Section 5.2 shall survive in the event the Escrow Agent resigns or is discharged pursuant to Sections 5.5 or 5.6 below.

5.3 Compensation. The Escrow Agent shall be entitled to reasonable compensation from Harbinger for all services rendered by it hereunder. The Escrow Agent shall also be entitled to reimbursement from Harbinger for all expenses paid or incurred by it in the administration of its duties hereunder including, but not limited to, all counsel, advisors' and agents' fees and disbursements and all taxes or other governmental charges.

5.4 Further Assurances. From time to time on and after the date hereof, Harbinger and the Stockholders shall deliver or cause to be delivered to the Escrow Agent such further documents and instruments and shall do or cause to be done such further acts as the Escrow Agent shall reasonably request to carry out more effectively the provisions and purposes

of this Agreement, to evidence compliance herewith or to assure itself that it is protected in acting hereunder.

5.5 Resignation. The Escrow Agent may resign at any time and be discharged from its duties as escrow agent hereunder by its giving the other Parties written notice and such resignation shall become effective as hereinafter provided. Such resignation shall become effective at such time that the Escrow Agent shall turn over to a successor escrow agent appointed by Harbinger and the Stockholders, the Escrowed Property then held hereunder. If no new escrow agent is so appointed within the 60-day period following the giving of such notice of resignation, the Escrow Agent may deposit the Escrow Shares with any court it reasonably deems appropriate.

5.6 Discharge of Escrow Agent. The Escrow Agent shall resign and be discharged from its duties as escrow agent hereunder if so requested in writing at any time by Harbinger, provided, however, that such resignation shall become effective only upon acceptance of appointment by a successor escrow agent as provided in Section 5.5.

5.7 Liability. Notwithstanding anything herein to the contrary, the Escrow Agent shall not be relieved from liability hereunder for its own actual fraud.

6. Miscellaneous.

6.1 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of New York applicable to contracts made and performed in such state without regard to the conflicts or choice of law provisions thereof that would give rise to the application of the domestic substantive law of any other jurisdiction.

6.2 The Parties hereby irrevocably submit to the exclusive jurisdiction of any federal or state court located within the County, City and State of New York over any dispute arising out of or relating to this Agreement or any of the transactions contemplated hereby and each Party hereby irrevocably agrees that all claims in respect of such dispute or any legal proceeding related thereto may be heard and determined in such courts. Each Party hereby irrevocably waives, to the fullest extent permitted by applicable law, any objection that such Party may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. EACH PARTY FURTHER HEREBY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL OR EQUITABLE ACTION (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) AND ANY OBJECTION THAT SUCH PARTY MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT BROUGHT IN THE AFOREMENTIONED COURTS. Each of the Parties agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each of the Parties hereto consents to process being served by any Party in such suit, action or proceeding by delivery of a copy thereof in accordance with the provisions of Section 6.3.

6.3 Notices. All notices, requests, payments, instructions or other documents to be given hereunder will be in writing or by written telecommunication, and will be deemed to

have been duly given if (i) delivered personally (effective upon delivery), (ii) mailed by registered or certified mail, return receipt requested, postage prepaid (effective five business days after dispatch), or (iii) sent by a reputable, established courier service that guarantees next business day delivery (effective the next business day), addressed as follows (or to such other address as the recipient Party may have furnished to the sending Party for the purpose pursuant to this Section):

If to Harbinger to:

c/o Harbinger Capital Partners Funds
555 Madison Avenue, 16th Floor
New York, NY 10022
Attention: Jeffrey T. Kirshner, Esq.

with a copy, which shall not constitute notice, sent at the same time and by the same means to:

Harbert Management Corporation
One Riverchase Parkway, South
Birmingham, AL 35244
Attention: General Counsel

and

Bingham McCutchen LLP
150 Federal Street
Boston, MA 02110
Attention: Joseph J. Basile

If to any Stockholder, to:

Andrew D. Africk
c/o Apollo Global Management L.P.
9 West 57th Street, 43rd floor
New York, New York 10019

with a copy, which shall not constitute notice, sent at the same time and by the same means to:

Steven M. Pesner, P.C.
Akin Gump Strauss Hauer & Feld LLP
590 Madison Avenue
New York, New York 10022

and if to the Escrow Agent, to:

Steven M. Pesner, P.C.
-and-

Rosa Testani
Akin Gump Strauss Hauer & Feld LLP
590 Madison Avenue
New York, New York 10022

Any Party may change the Person(s) and address(es) to which the notices or other communications are to be sent by giving written notice of any such change in the manner provided herein for giving notice.

6.4 Further Assurances. Each of the Parties shall, upon request of the Escrow Agent, execute and deliver to the Escrow Agent, any additional documents and take any actions (including delivering instructions to any depository or securities intermediary or the Company) as the Escrow Agent may deem to be necessary or desirable to effect the transactions contemplated by this Agreement.

6.5 Specific Performance. Each Stockholder acknowledges that it will be impossible to measure in money the damages to Harbinger if any Stockholder fails to comply with its obligations under this Agreement, and that, in the event of any such failure, Harbinger will not have an adequate remedy at law. Accordingly, each Stockholder agrees that injunctive or other equitable relief, in addition to remedies at law or damages, is an appropriate remedy for any such failure and will not oppose the granting of such relief on the basis that Harbinger has an adequate remedy at law. Each Stockholder agrees that it will not seek, and agrees to waive any requirement for, the securing or posting of a bond in connection with Harbinger's seeking or obtaining such equitable relief.

6.6 Assignments. This Agreement will bind and inure to the benefit of the Parties and their respective successors, and permitted assigns. No Party will assign any rights or delegate any obligations hereunder without the consent of the other Parties, other than in the case of Harbinger, which shall have the right to assign any or all of its rights and/or delegate its obligations to any fund affiliated with Harbinger Master or Harbinger Special. Except as otherwise expressly provided herein, nothing in this Agreement is intended to or will confer any rights or remedies to any Person other than the Parties and their respective successors and permitted assigns.

6.7 Counterparts. This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered will be an original, but all of which together will constitute one and the same agreement. In pleading or proving this Agreement, it will not be necessary to produce or account for more than one such counterpart. Facsimile and PDF signatures hereto shall be deemed to be of the same force and effect as originals.

6.8 Waivers. No waiver of any breach or default hereunder will be valid unless in a writing signed by the waiving Party. No failure or other delay by any Party in exercising any right, power or privilege hereunder will be or operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

6.9 Entire Agreement. This Agreement contains the entire understanding and agreement among the Parties, and supersedes any prior understandings or agreements among them, or between or among any of them, with respect to the subject matter hereof, except for those set forth in the Securities Purchase Agreement.

6.10 Amendments in Writing. This Agreement may not be amended, modified, or supplemented except by a writing duly executed by all of the Parties.

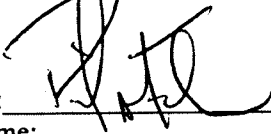
7. Waiver of Conflicts. Each of the Parties acknowledges that the Escrow Agent is regular counsel to each of the Stockholders and each of their respective Affiliates, and was and is counsel to the Stockholders respecting the Securities Purchase Agreement and this Agreement. Each of the Parties further acknowledges that it specifically requested the Escrow Agent to serve as the escrow agent pursuant to this Agreement for its own good and valid reasons. Each of the Parties agrees that the Escrow Agent may represent or continue to represent any or all of the Stockholders, any or all of their respective Affiliates, and any and all other Persons in any and all matters relating to the Securities Purchase Agreement, this Agreement or any other matter including, but not limited to, any action, suit or other proceeding arising out of or relating to the Securities Purchase Agreement (including a breach thereof), this Agreement (including a breach hereof) or any other matter whatsoever. Each of the Parties represents and warrants to the Escrow Agent and to each other that it has been represented by counsel of its own choice in connection herewith and that this Section 7 is valid, binding and enforceable in accordance with its terms and the intent hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date and year first written above

**HARBINGER CAPITAL PARTNERS
MASTER FUND I, LTD.**

By: Harbinger Capital Partners Offshore Manager,
L.L.C., as investment manager

By:  _____
Name:
Title:

**HARBINGER CAPITAL PARTNERS
SPECIAL SITUATIONS FUND, L.P.**

By: Harbinger Capital Partners Special Situations
GP, LLC, as general partner

By:  _____
Name:
Title:

APOLLO INVESTMENT FUND IV, L.P.

By: Apollo Advisors IV, L.P.
Its General Partner

By: Apollo Capital Management IV, Inc.
Its General Partner

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date and year first written above

**HARBINGER CAPITAL PARTNERS
MASTER FUND I, LTD.**

By: Harbinger Capital Partners Offshore Manager,
L.L.C., as investment manager

By: _____
Name:
Title:

**HARBINGER CAPITAL PARTNERS
SPECIAL SITUATIONS FUND, L.P.**

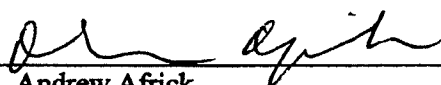
By: Harbinger Capital Partners Special Situations
GP, LLC, as general partner

By: _____
Name:
Title:

APOLLO INVESTMENT FUND IV, L.P.

By: Apollo Advisors IV, L.P.
Its General Partner

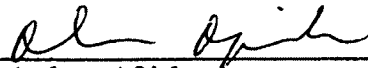
By: Apollo Capital Management IV, Inc.
Its General Partner

By:  _____
Name: Andrew Africk
Title: Vice President

APOLLO OVERSEAS PARTNERS IV, L.P.

By: Apollo Advisors IV, L.P.
Its Managing General Partner

By: Apollo Capital Management IV, Inc.
Its General Partner

By: 
Name: Andrew Africk
Title: Vice President

**AIV IV/RRRR LLC
AP/RM ACQUISITION, LLC
ST/RRRR LLC**

By: 
Name: Andrew Africk
Title: Authorized Signatory

**AKIN GUMP STRAUSS HAUER & FELD LLP,
as Escrow Agent**

By: Steven M. Pester, PC
Name: Steven M. Pester, PC
Partner

Exhibit 1
to
Escrow Agreement

<u>NAME OF STOCKHOLDER</u>	NUMBER OF REMAINING <u>SHARES</u>
APOLLO INVESTMENT FUND IV, L.P.	347,276
APOLLO OVERSEAS PARTNERS IV, L.P.	17,822
AIF IV/RRRR LLC	44,341
AP/RM ACQUISITION LLC	20,547
ST/RRRR LLC	<u>12,839</u>
TOTAL	442,825

Annex C

	<u>Number of Initial Shares to Be Purchased at Closing</u>	<u>Number of Series 1-A Warrants to Be Purchased at Closing</u>	<u>Number of Series 2-A Warrants to Be Purchased at Closing</u>
Harbinger Master	7,151,336 Voting Shares 1,028,362 Non-Voting Shares	175,975	7,357,525
Harbinger Special	2,630,371 Voting Shares 5,145,235 Non-Voting Shares	58,658	2,452,508
Net Total Gross Total	9,781,707 Voting Shares 6,173,597 Non- Voting Shares 15,955,304 Shares	234,633	9,810,033

Annex D

Form of Akin, Gump Opinion as Delaware and New York Counsel to the Delaware Stockholders

1. AIF IV is validly existing as a limited partnership in good standing under the laws of the State of Delaware and has the limited partnership power and authority to execute, deliver and perform its obligations under the Securities Purchase Agreement, including its obligations under the Escrow Agreement.
2. The execution and delivery of each of the Securities Purchase Agreement and the Escrow Agreement by AIF IV, and the performance by AIF IV of its obligations thereunder, have been duly authorized by all necessary partnership action on the part of AIF IV.
3. Each of AIF IV/RRRR, AP/RM and ST/RRRR is validly existing as a limited liability company in good standing under the laws of the State of Delaware and has the limited liability company power and authority to execute, deliver and perform its obligations under the Securities Purchase Agreement, including its obligations under the Escrow Agreement.
4. The execution and delivery of each of the Securities Purchase Agreement and the Escrow Agreement by each of AIF IV/RRRR, AP/RM and ST/RRRR, and the performance by each of AIF IV/RRRR, AP/RM and ST/RRRR of their respective obligations thereunder, have been duly authorized by all necessary limited liability company action on the part of each of them.
5. Each of the Securities Purchase Agreement and the Escrow Agreement has been duly and validly executed by each of AIF IV, AIF IV/RRRR, AP/RM and ST/RRRR (collectively, the "Delaware Stockholders") and constitutes a valid and binding agreement of each of Delaware Stockholders, enforceable against each of the Delaware Stockholders under the Laws of the State of New York in accordance with its terms (provided that such counsel's opinion will be subject to and qualified and limited by (i) applicable bankruptcy, insolvency, fraudulent transfer and conveyance, reorganization, moratorium and similar Laws affecting creditors' rights and remedies generally; (ii) general principles of equity, including (without limitation) concepts of materiality, reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity); (iii) the power of the courts to award damages in lieu of equitable remedies; (iv) Laws or public policy underlying such Laws with respect to rights to indemnification and contribution; (v) constitutional bounds on Laws that govern the enforceability of choice of law provisions in agreements; and (vi) the effect of Laws other than the Included Laws).
6. The execution and delivery of each of the Securities Purchase Agreement and the Escrow Agreement by each of the Delaware Stockholders do not, and the performance by each of the Delaware Stockholders of their respective obligations

thereunder will not, result in any violation of any law, rule or regulation of any Included Law (as defined below), except that such counsel does not express any opinion regarding the provisions of Section 6 of the Securities Purchase Agreement. For purposes of such opinion, the term "**Included Laws**" means (i) the Delaware Revised Uniform Limited Partnership Act and the Delaware Limited Liability Company Act, and (ii) the Laws of the State of New York; in each case that such counsel, in the exercise of customary professional diligence, recognized as normally applicable to the transactions of the type contemplated by the Securities Purchase Agreement and the Escrow Agreement. The term "Included Laws" specifically excludes (a) Laws of any counties, cities, towns, municipalities and special political subdivisions, or foreign governments and any agencies thereof, (b) any antifraud, environmental, labor, tax (including Article 12 – "Tax on Transfers of Stock and Other Corporate Certificates" of the New York State Consolidated Laws – Tax), insurance, antitrust, securities, blue sky, intellectual property and federal communications Laws, and (c) any Laws that may be applicable to any of the Delaware Stockholders by virtue of the particular nature of the businesses conducted by them or any goods or services provided by them or property owned or leased by them.

7. The execution and delivery of each of the Securities Purchase Agreement and the Escrow Agreement by each of the Delaware Stockholders does not, and the performance by each of the Delaware Stockholders of their respective obligations thereunder will not, result in a violation of the Organizational Documents (as such term is defined in such counsel's opinion).
8. No consent, approval, authorization or order of or filing with any New York or Federal court or any New York or Federal public, governmental or regulatory agency or body is required under any of the Included Laws for the sale by each of the Delaware Stockholders of the Securities to be sold by each of such Delaware Stockholders or the consummation by each of the Delaware Stockholders of the transactions contemplated by the Securities Purchase Agreement or the Escrow Agreement except for such consents, approvals, authorizations and orders as have been duly obtained on or prior to the date hereof and are in full force and effect.

ESCROW AGREEMENT

This Escrow Agreement, dated as of November 7, 2008 (the "Agreement"), is entered into by and among Harbinger Capital Partners Master Fund, Ltd., an exempted company organized under the laws of the Cayman Islands ("Harbinger Master"), Harbinger Capital Partners Special Situations Fund, L.P., a Delaware limited partnership ("Harbinger Special" and, together with Harbinger Master, "Harbinger"), and Wells Fargo Bank, National Association, as escrow agent ("Escrow Agent"). Harbinger and the Escrow Agent are referred to herein as the "Parties" and individually as a "Party."

RECITALS

Harbinger, the Escrow Agent, Motient Ventures Holdings, Inc. (the "Stockholder") and Goldberg, Godles, Wiener & Wright (the "Collateral Agent") have entered into that certain Transfer and Termination Agreement, dated as of the date hereof (the "Transfer and Termination Agreement"), pursuant to which, among other things, the Stockholder transferred 7,906,737 shares of non-voting common stock, par value \$0.01 per share (the "Remaining Shares") of SkyTerra Communications, Inc., a Delaware corporation (the "Company") to the Escrow Agent to hold and distribute pursuant to the terms of this Agreement.

Therefore, in consideration of the promises and agreements of the Parties and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1
ESCROW DEPOSIT

Section 1.1. Receipt of Escrow Property. The Escrow Agent acknowledges receipt of the Remaining Shares from the Stockholder pursuant to the terms of the Transfer and Termination Agreement. If prior to the final distribution of the Escrow Property (as defined below) pursuant to Section 1.3 of this Agreement the Company effects any split, combination or reclassification of its Non-Voting Common Stock or declares or pays any dividend or other distribution payable to the holders of its Non-Voting Common Stock in additional shares of Common Stock, other securities or other property other than cash dividends ("Non-Cash Distributions"), or any cash dividends ("Cash Distributions" and, together with Non-Cash Distributions, "Distributions"), then the Escrow Agent shall hold, deliver and transfer any such Distributions in accordance with the terms of this Agreement. The Remaining Shares together with any such Distributions are hereinafter referred to as the "Escrow Property."

Section 1.2. Title, Voting Rights; Distributions and Investments. Until such time as the Escrow Agent transfers and delivers the Escrow Property in accordance with Section 1.3 of this Agreement, (a) title to the Escrow Property shall remain in the Escrow Agent and the Remaining Shares and any other portion of the Escrow Property consisting of securities issued by the Company shall remain registered on the books of the Company in the name of the Escrow Agent or its nominees; and (b) the Escrow Agent shall have the right, but not the obligation, to exercise all voting rights associated with the Remaining Shares and any other portion of the Escrow

Property consisting of securities issued by the Company. The Escrow Agent is authorized and directed to deposit, transfer, hold and invest the Cash Distributions and any investment income thereon as set forth in Exhibit A hereto, or as set forth in any subsequent written instruction signed by Harbinger. Any investment earnings and income on the Cash Distributions shall become part of the Escrow Property, and shall be disbursed in accordance with Section 1.3 of this Agreement.

Section 1.3. Disbursements. The Escrow Agent shall hold and dispose of the Escrow Property as provided in this Section 1.3. Upon the Escrow Agent's receipt of a written opinion from Goldberg, Godles, Wiener and Wright, special Federal Communications Commission ("FCC") counsel to Harbinger, substantially in the form attached hereto as Exhibit D, the Escrow Agent shall transfer and deliver the Escrow Property to, and request the registration of the Remaining Shares and any other portion of the Escrow Property consisting of securities issued by the Company in the name of, Harbinger Master, Harbinger Special or such of their respective nominees as they may designate. Upon the Escrow Agent's receipt of written notice from Harbinger that Harbinger has failed to receive required FCC Approval to acquire the Escrow Property or has determined that it will not seek, or has abandoned efforts to seek, required FCC approval to acquire the Escrow Property, the Escrow Agent shall engage Merrill Lynch, Pierce, Fenner & Smith Incorporated or another registered broker-dealer mutually acceptable to Harbinger and the Escrow Agent for the purpose of executing a sale of the Escrow Property (other than Cash Distributions). The Escrow Agent will then remit the proceeds of such sale, along with any Cash Distributions, to Harbinger. The Escrow Agent shall have no further duties hereunder after the transfer and delivery of the Escrow Property in accordance with this Section 1.3.

Section 1.4. Income Tax Allocation and Reporting.

(a) Harbinger agrees that, for tax reporting purposes, all interest and other income from investment of the Escrow Property shall, as of the end of each calendar year and to the extent required by the Internal Revenue Service, be reported as having been earned by Harbinger Master for two-thirds (2/3) of the amount and by Harbinger Special for one-third (1/3) of the amount, whether or not such income was disbursed during such calendar year.

(b) Prior to termination of this Agreement, each of Harbinger Master and Harbinger Special shall provide the Escrow Agent with certified tax identification numbers by furnishing appropriate forms W-9 or W-8 and such other forms and documents that the Escrow Agent may request. Harbinger understands that if such tax reporting documentation is not provided and certified to the Escrow Agent, the Escrow Agent may be required by the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, to withhold a portion of any interest or other income earned on the investment of the Escrow Property.

(c) To the extent that the Escrow Agent becomes liable for the payment of any taxes in respect of income derived from the investment of the Escrow Property, the Escrow Agent shall satisfy such liability to the extent possible from the Escrow Property. Harbinger Master and Harbinger Special, jointly and severally, shall indemnify, defend and hold the Escrow Agent harmless from and against any tax, late payment, interest, penalty or other cost or expense that

may be assessed against the Escrow Agent on or with respect to the Escrow Property and the investment thereof unless such tax, late payment, interest, penalty or other expense was directly caused by the gross negligence or willful misconduct of the Escrow Agent. The indemnification provided by this Section 1.4(c) is in addition to the indemnification provided in Section 3.1 and shall survive the resignation or removal of the Escrow Agent and the termination of this Agreement.

Section 1.5. Termination. Upon the disbursement of all of the Escrow Property, including any interest and investment earnings thereon in accordance with Section 1.3, this Agreement shall terminate and be of no further force and effect except that the provisions of Sections 1.4(c), 3.1 and 3.2 hereof shall survive termination.

ARTICLE 2 DUTIES OF THE ESCROW AGENT

Section 2.1. Scope of Responsibility. Notwithstanding any provision to the contrary, the Escrow Agent is obligated only to perform the duties specifically set forth in this Agreement. Under no circumstances will the Escrow Agent be deemed to be a fiduciary to Harbinger or any other person under this Agreement. The Escrow Agent will not be responsible or liable for the failure of Harbinger to perform in accordance with this Agreement. The Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument, or document other than this Agreement and the Transfer and Termination Agreement, whether or not an original or a copy of such agreement has been provided to the Escrow Agent; and the Escrow Agent shall have no duty to know or inquire as to the performance or nonperformance of any provision of any such agreement, instrument, or document. Other than with respect to the Transfer and Termination Agreement, references in this Agreement to any other agreement, instrument, or document are for the convenience of Harbinger, and the Escrow Agent has no duties or obligations with respect thereto. This Agreement and the Transfer and Termination Agreement set forth all matters pertinent to the escrow contemplated hereunder, and no additional obligations of the Escrow Agent shall be inferred or implied from the terms of this Agreement, the Transfer and Termination Agreement or any other agreement.

Section 2.2. Attorneys and Agents. The Escrow Agent shall be entitled to rely on and shall not be liable for any action taken or omitted to be taken by the Escrow Agent in accordance with the advice of counsel or other professionals retained or consulted by the Escrow Agent. The Escrow Agent shall be reimbursed as set forth in Section 3.1 for any and all compensation (fees, expenses and other costs) paid and/or reimbursed to such counsel and/or professionals. The Escrow Agent may perform any and all of its duties through its agents, representatives, attorneys, custodians, and/or nominees.

Section 2.3. Reliance. The Escrow Agent shall not be liable for any action taken or not taken by it in accordance with the direction or consent of Harbinger or Harbinger's agents, representatives, successors, or assigns. The Escrow Agent shall not be liable for acting or refraining from acting upon any notice, request, consent, direction, requisition, certificate, order, affidavit, letter, or other paper or document believed by it to be genuine and correct and to have

been signed or sent by the proper person or persons, without further inquiry into the person's or persons' authority. Concurrent with the execution of this Agreement, Harbinger shall deliver to the Escrow Agent authorized signers' forms in the form of Exhibit B-1 and Exhibit B-2 to this Agreement.

Section 2.4. No Financial Obligation. No provision of this Agreement shall require the Escrow Agent to risk or advance its own funds or otherwise incur any financial liability or potential financial liability in the performance of its duties or the exercise of its rights under this Agreement.

ARTICLE 3 PROVISIONS CONCERNING THE ESCROW AGENT

Section 3.1. Indemnification. Harbinger Master and Harbinger Special, jointly and severally, shall indemnify, defend and hold harmless the Escrow Agent from and against any and all loss, liability, cost, damage and expense, including, without limitation, attorneys' fees and expenses or other professional fees and expenses which the Escrow Agent may suffer or incur by reason of any action, claim or proceeding brought against the Escrow Agent, arising out of or relating in any way to this Agreement or any transaction to which this Agreement relates (including without limitation any action, claim or proceeding brought against the Escrow Agent with respect to (a) the Escrow Agent exercising or failing to exercise the voting rights associated with the Remaining Shares and any other portion of the Escrow Property consisting of securities issued by the Company, and (b) the sale by the Escrow Agent of the Escrow Property to a party other than Harbinger, if any such sale occurs, pursuant to Section 1.3 of this Agreement), unless such loss, liability, cost, damage or expense shall have been finally adjudicated to have been directly caused by the willful misconduct or gross negligence of the Escrow Agent. The provisions of this Section 3.1 shall survive the resignation or removal of the Escrow Agent and the termination of this Agreement.

Section 3.2. Limitation of Liability. THE ESCROW AGENT SHALL NOT BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY (A) DAMAGES, LOSSES OR EXPENSES ARISING OUT OF THE SERVICES PROVIDED HEREUNDER, OTHER THAN DAMAGES, LOSSES OR EXPENSES WHICH HAVE BEEN FINALLY ADJUDICATED TO HAVE DIRECTLY RESULTED FROM THE ESCROW AGENT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (B) SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION LOST PROFITS), EVEN IF THE ESCROW AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES AND REGARDLESS OF THE FORM OF ACTION.

Section 3.3. Resignation or Removal. The Escrow Agent may resign as escrow agent with respect to the Escrow Property by furnishing written notice of its resignation to Harbinger, and Harbinger may remove the Escrow Agent as escrow agent with respect to the Escrow Property by furnishing to the Escrow Agent a written notice of its removal along with payment of all fees and expenses to which it is entitled through the date of termination. Such resignation or removal, as the case may be, shall be effective 30 days after the delivery of such notice or upon the earlier appointment of a successor. Notwithstanding any such resignation or removal, the Escrow

Agent shall retain title to the Escrow Property and shall have the voting rights specified in Section 1.2 of this Agreement. Promptly following any such resignation or removal, the Escrow Agent shall deliver the Escrow Property to a successor escrow agent as shall be appointed by Harbinger, as evidenced by a written notice filed with the Escrow Agent or in accordance with a court order. If Harbinger has failed to appoint a successor escrow agent prior to the expiration of 30 days following the delivery of such notice of resignation or removal, the Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon Harbinger.

Section 3.4. Compensation. The Escrow Agent shall be entitled to compensation for its services as stated in the fee schedule attached hereto as Exhibit C, which compensation shall be paid by Harbinger. The fee agreed upon for the services rendered hereunder is intended as full compensation for the Escrow Agent's services as contemplated by this Agreement; provided, however, that in the event that the Escrow Agent renders any service not contemplated in this Agreement, or there is any assignment of interest in the subject matter of this Agreement, or any material modification hereof, or if any material controversy arises hereunder, or the Escrow Agent is made a party to any litigation pertaining to this Agreement or the subject matter hereof, then the Escrow Agent shall be compensated for such extraordinary services and reimbursed for all costs and expenses, including reasonable attorneys' fees and expenses, occasioned by any such delay, controversy, litigation or event. If any amount due to the Escrow Agent hereunder is not paid within 30 days after the date due, the Escrow Agent in its sole discretion may charge interest on such amount up to the highest rate permitted by applicable law. The Escrow Agent shall have, and is hereby granted, a prior lien upon the Escrow Property with respect to its unpaid fees, non-reimbursed expenses and unsatisfied indemnification rights, superior to the interests of any other persons or entities and is hereby granted the right to set off and deduct any unpaid fees, non-reimbursed expenses and unsatisfied indemnification rights from the Escrow Property.

Section 3.5. Merger or Consolidation. Any corporation or association into which the Escrow Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer all or substantially all of its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which the Escrow Agent is a party, shall be and become the successor escrow agent under this Agreement and shall have and succeed to the rights, powers, duties, immunities and privileges as its predecessor, without the execution or filing of any instrument or paper or the performance of any further act.

Section 3.6. Attachment of Escrow Property; Compliance with Legal Orders. In the event that any Escrow Property shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting the Escrow Property, the Escrow Agent is hereby expressly authorized, in its sole discretion, to respond as it deems appropriate or to comply with all writs, orders or decrees so entered or issued, or which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction. In the event that the Escrow Agent obeys or complies with any such writ, order or decree it shall not be liable to Harbinger or to any other person, firm or corporation, should, by reason of such compliance

notwithstanding, such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated.

ARTICLE 4 MISCELLANEOUS

Section 4.1. Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and permitted assigns. No other persons shall have any rights under this Agreement. No assignment of the interest of any of the Parties shall be binding (other than in the case of Harbinger, which shall have the right to assign any or all of its rights and/or delegate its obligations to any fund affiliated with Harbinger Master or Harbinger Special), unless and until written notice of such assignment shall be delivered to the other Party and shall require the prior written consent of the other Party (such consent not to be unreasonably withheld).

Section 4.2. Escheat. Harbinger is aware that under applicable state law, property which is presumed abandoned may under certain circumstances escheat to the applicable state. The Escrow Agent shall have no liability to Harbinger, its legal representatives, successors and assigns, or any other party, should any or all of the Escrow Property escheat by operation of law.

Section 4.3. Notices. All notices, requests, demands, and other communications required under this Agreement shall be in writing, in English, and shall be deemed to have been duly given if delivered (i) personally, (ii) by facsimile transmission with written confirmation of receipt, (iii) by overnight delivery with a reputable national overnight delivery service, or (iv) by mail or by certified mail, return receipt requested, and postage prepaid. If any notice is mailed, it shall be deemed given five business days after the date such notice is deposited in the United States mail. Any notice given shall be deemed given upon the actual date of such delivery. If notice is given to a Party, it shall be given at the address for such Party set forth below. It shall be the responsibility of Harbinger to notify the Escrow Agent in writing of any name or address changes. In the case of communications delivered to the Escrow Agent, such communications shall be deemed to have been given on the date received by the Escrow Agent.

If to Harbinger to:

c/o Harbinger Capital Partners Funds
555 Madison Avenue, 16th Floor
New York, NY 10022
Attention: Jeffrey T. Kirshner, Esq.
Facsimile: (212) 508-3721

with a copy, which shall not constitute notice, sent at the same time and by the same means to:

Harbert Management Corporation
One Riverchase Parkway, South
Birmingham, AL 35244
Attention: General Counsel
Facsimile: (202) 987-5568

and

Weil, Gotshal & Manges LLP
100 Federal Street
Boston, MA 02110
Attention: Joseph J. Basile
Facsimile: (617) 772-8333

If to the Escrow Agent:

Wells Fargo Bank, National Association
213 Court Street, Suite 703
Middletown, CT 06457
Attention: Robert L. Reynolds, Corporate, Municipal and Escrow Services
Telephone: (860) 704-6216
Facsimile: (860) 704-6219

Section 4.4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and performed in such state without regard to the conflicts or choice of law provisions thereof that would give rise to the application of the domestic substantive law of any other jurisdiction.

Section 4.5. Consent to Jurisdiction, Waiver of Jury Trial. The Parties hereby irrevocably submit to the exclusive jurisdiction of any federal or state court located within the Borough of Manhattan in the State of New York over any dispute arising out of or relating to this Agreement or any of the transactions contemplated hereby and each Party hereby irrevocably agrees that all claims in respect of such dispute or any legal proceeding related thereto may be heard and determined in such courts. Each Party hereby irrevocably waives, to the fullest extent permitted by applicable law, any objection that such Party may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. EACH PARTY FURTHER HEREBY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL OR EQUITABLE ACTION (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) AND ANY OBJECTION THAT SUCH PARTY MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT BROUGHT IN THE AFOREMENTIONED COURTS. Each of the Parties agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each of the Parties hereto consents to process being served by any Party in such suit, action or proceeding by delivery of a copy thereof in accordance with the provisions of Section 4.3.

Section 4.6. Entire Agreement. This Agreement and the Transfer and Termination Agreement set forth the entire agreement and understanding of the Parties related to the Escrow Property.

Section 4.7. Amendment. This Agreement may be amended, modified, superseded, rescinded, or canceled only by a written instrument executed by the Parties.

Section 4.8. Waivers. The failure of any Party to this Agreement at any time or times to require performance of any provision under this Agreement shall in no manner affect the right at a later time to enforce the same performance. A waiver by any Party to this Agreement of any such condition or breach of any term, covenant, representation, or warranty contained in this Agreement, in any one or more instances, shall neither be construed as a further or continuing waiver of any such condition or breach nor a waiver of any other condition or breach of any other term, covenant, representation, or warranty contained in this Agreement.

Section 4.9. Headings. Section headings of this Agreement have been inserted for convenience of reference only and shall in no way restrict or otherwise modify any of the terms or provisions of this Agreement.

Section 4.10. Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument.

[The remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, this Agreement has been duly executed as of the date first written above.

HARBINGER CAPITAL PARTNERS
MASTER FUND I, LTD.

By: Harbinger Capital Partners Offshore
Manager, L.L.C., as investment
manager


By: 

Name: CHARLES D. MILLER

Title: EXECUTIVE VICE PRESIDENT

HARBINGER CAPITAL PARTNERS
SPECIAL SITUATIONS FUND, L.P.

By: Harbinger Capital Partners Special
Situations GP, LLC, as general
partner

By: 

Name: CHARLES D. MILLER

Title: EXECUTIVE VICE PRESIDENT

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Escrow Agent

By: _____

Name:

Title:

IN WITNESS WHEREOF, this Agreement has been duly executed as of the date first written above.

HARBINGER CAPITAL PARTNERS
MASTER FUND I, LTD.

By: Harbinger Capital Partners Offshore
Manager, L.L.C., as investment
manager

By: _____
Name:
Title:

HARBINGER CAPITAL PARTNERS
SPECIAL SITUATIONS FUND, L.P.

By: Harbinger Capital Partners Special
Situations GP, LLC, as general
partner

By: _____
Name:
Title:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Escrow Agent

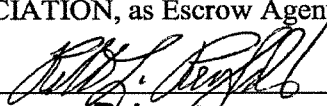
By: 
Name: **Robert L. Reynolds**
Title: **Vice President**

EXHIBIT A

**Agency and Custody Account Direction
For Cash Balances
Wells Fargo Money Market Deposit Accounts**

Direction to use the following Wells Fargo Money Market Deposit Accounts for Cash Balances for the escrow account or accounts (the "Account") established under the Agreement to which this Exhibit A is attached.

You are hereby directed to deposit, as indicated below, or as I shall direct further in writing from time to time, all cash in the Account(s) in the following money market deposit account of Wells Fargo Bank, National Association (Bank):

Wells Fargo Money Market Deposit Account (MMDA)

I understand that amounts on deposit in the MMDA are insured, subject to the applicable rules and regulations of the Federal Deposit Insurance Corporation (FDIC), in the basic FDIC insurance amount of \$250,000 per depositor, per insured bank. This includes principal and accrued interest up to a total of \$250,000. I understand that the FDIC coverage of \$250,000 is a temporary increase from \$100,000 and is effective only until December 31, 2009.

I acknowledge that I have full power to direct investments of the Account(s).


I understand that I may change this direction at any time and that it shall continue in effect until revoked or modified by me by written notice to you.

HARBINGER CAPITAL PARTNERS
MASTER FUND I, LTD.

HARBINGER CAPITAL PARTNERS
SPECIAL SITUATIONS FUND, L.P.

By: Harbinger Capital Partners Offshore
Manager, L.L.C., as investment manager

By: Harbinger Capital Partners Special
Situations GP, LLC, as general partner

By: 
Name: CHARLES D. MILLER
Title: EXECUTIVE VICE PRESIDENT
Date: November 3, 2008

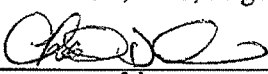
By: 
Name: CHARLES D. MILLER
Title: EXECUTIVE VICE PRESIDENT
Date: November 3, 2008

EXHIBIT B-1
CERTIFICATE AS TO AUTHORIZED SIGNATURES

The specimen signatures shown below are the specimen signatures of the individuals who have been designated as authorized representatives of Harbinger Master and are authorized to initiate and approve transactions of all types for the escrow account or accounts established under the Agreement to which this Exhibit B-1 is attached, on behalf of Harbinger Master.

Name / Title	<u>Specimen Signature</u>
<u>SEE NOTE BELOW</u>	_____
Name	Signature
_____	_____
Title	Signature
Name	Signature
_____	_____
Title	Signature
Name	Signature
_____	_____
Title	Signature
Name	Signature
_____	_____
Title	Signature

NOTE: See attached Incumbency Certificate for Harbinger Capital Partners Offshore Manager, LLC, the Investment Manager of Harbinger Capital Partners

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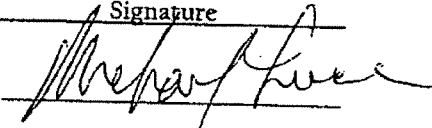
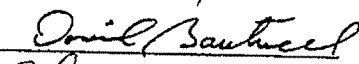
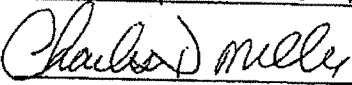


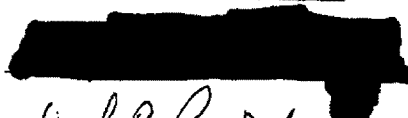
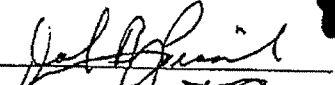

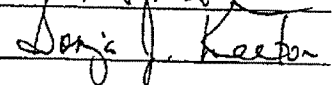

Master Fund I, Ltd.

CERTIFICATE
OF
HARBINGER CAPITAL PARTNERS OFFSHORE MANAGER, L.L.C.

The undersigned, being a duly authorized officer of Harbinger Capital Partners Offshore Manager, L.L.C. ("Manager"), which serves as the Investment Manager of Harbinger Capital Partners Master Fund I, Ltd. ("Fund"), hereby certifies as follows:

Each of the Manager's officers designated below is authorized and empowered by the Manager to act on its behalf for and on behalf of the Fund: (i) to establish and maintain such brokerage accounts for the Fund as are deemed necessary or advisable for purchasing, selling, pledging and otherwise dealing (including short sales, options transactions and trading on margin) in and with cash and any and all forms of securities; (ii) to execute such account documentation on behalf of the Fund as such officer deems necessary or advisable in connection therewith; (iii) to give and receive oral or written trading instructions, confirmations and related notices with respect to any such brokerage accounts maintained by the Fund; and (iv) to deliver securities or other property to, and deposit funds with, such brokerage accounts; provided, only any of Michael D. Luce, Charles D. Miller, David A. Boutwell, [REDACTED], Joel B. Piassick and Sonja J. Keeton ("Fully Authorized Officers") shall have authority to withdraw any funds, securities or other assets from any such account, provided further that Susan M. Shalhoop shall have the limited authority to authorize the withdrawing of funds by wire transfer from such accounts, and provided further, it shall be required that (a) all withdrawals by wire transfer of funds be authorized in writing by at least one Fully Authorized Officer or Susan M. Shalhoop and (b) all withdrawals in excess of \$10,000 and all withdrawals by means other than wire transfer shall require written authorization from at least two of such designated persons (the Fully Authorized Officers and Susan M. Shalhoop).

:

<u>Officer</u>	<u>Title</u>	<u>Signature</u>
Michael D. Luce	President & Chief Operating Officer	
David A. Boutwell	Executive Vice-President & Chief Administrative Officer	
Charles D. Miller	Executive Vice-President & Chief Financial Officer	
		
Joel B. Piassick	Executive Vice-President	
Philip A. Falcone	Vice-President & Senior Managing Director	
Sonja J. Keeton	Controller	
<u>Additional Limited Authorized Signatory</u>	<u>Title</u>	<u>Signature</u>
Susan M. Shalhoop	Director of Hedge Fund Administration	

Certified effective as of the 1st day of July 2007.

HARBINGER CAPITAL PARTNERS OFFSHORE
MANAGER, L.L.C.

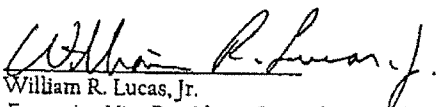
By: 
William R. Lucas, Jr.
Executive Vice President, General Counsel & Secretary

EXHIBIT B-2
CERTIFICATE AS TO AUTHORIZED SIGNATURES

The specimen signatures shown below are the specimen signatures of the individuals who have been designated as authorized representatives of Harbinger Special and are authorized to initiate and approve transactions of all types for the escrow account or accounts established under the Agreement to which this Exhibit B-2 is attached, on behalf of Harbinger Special.

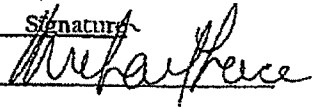
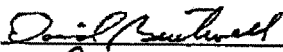




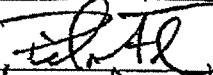
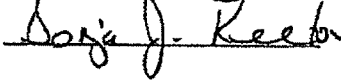
Name / Title	<u>Specimen Signature</u>
<u>SEE NOTE BELOW</u> Name	_____ Signature
_____ Title	
_____ Name	_____ Signature
_____ Title	
_____ Name	_____ Signature
_____ Title	
_____ Name	_____ Signature
_____ Title	

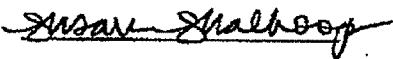
NOTE: See attached Incumbency Certificate for Harbinger Capital Partners Special Situations GP, LLC, the General Partner of Harbinger Capital Partners Special Situations Fund, L.P.

CERTIFICATE
OF
HARBINGER CAPITAL PARTNERS SPECIAL SITUATIONS GP, LLC

The undersigned, being a duly authorized officer of Harbinger Capital Partners Special Situations GP, LLC ("General Partner"), which serves as the general partner of Harbinger Capital Partners Special Situations Fund, L.P. ("Fund"), hereby certifies as follows:

Each of the General Partner's officers designated below is authorized and empowered on behalf of the Fund to (i) establish and maintain such brokerage accounts deemed necessary or advisable for purchasing, selling, pledging and otherwise dealing (including short sales, options transactions and trading on margin) in and with cash and any and all forms of securities; (ii) to execute such account documentation on behalf of the Fund as such officer deems necessary or advisable in connection therewith; (iii) to give and receive oral or written trading instructions, confirmations and related notices with respect to any such brokerage accounts maintained by the Fund; and (iv) to deliver securities or other property to, and deposit funds with, such brokerage accounts; provided, only any of Michael D. Luce, Charles D. Miller, David A. Boutwell, [REDACTED] [REDACTED] Sonja Keeton, and for the limited purpose of authorizing the wiring of funds from such accounts the "Additional Limited Authorized Signatory" Susan Shalhoop designated below, shall have authority to withdraw any funds, securities or other assets from any such account, it being further required that all withdrawals be authorized in writing by at least one such officer or Susan Shalhoop if a wire transfer of funds, and withdrawals in excess of \$10,000 shall require written authorization from at least two of such designated persons.

<u>Officer</u>	<u>Title</u>	<u>Signature</u>
Michael D. Luce	President & Chief Operating Officer	
David A. Boutwell	Executive Vice-President & Chief Administrative Officer	
Charles D. Miller	Executive Vice-President & Chief Financial Officer	
		
Philip Falcone	Vice-President & Senior Managing Director	
Sonja Keeton	Controller	

<u>Additional Limited Authorized Signatory</u>	<u>Title</u>	<u>Signature</u>
Susan Shalhoop	Director of Hedge Fund Accounting	

Certified this ___ day of August 2006.

HARBINGER CAPITAL PARTNERS SPECIAL SITUATIONS GP, LLC

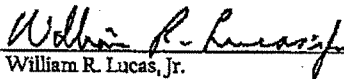
By: 
 William R. Lucas, Jr.
 Vice President
 EXECUTIVE

EXHIBIT C

FEES OF ESCROW AGENT

Schedule of Fees to Provide Escrow Agent Services for
HARBINGER CAPITAL PARTNERS – SKYTERRA SHARES
PURCHASE ESCROW

Acceptance Fee:

Waived

Initial Fees as they relate to Wells Fargo Bank acting in the capacity of Escrow Agent – includes review of the Escrow Agreement; acceptance of the escrow appointment; setting up of Escrow Account(s) and accounting records; and coordination of receipt of funds for deposit to the Escrow Account(s). Acceptance Fee payable at time of Escrow Agent execution.

Escrow Agent Administration Fee, per account established:

\$2,500

This is a one time fee for ordinary administrative services by Escrow Agent – includes daily routine account management; investment transactions; cash transactions processing (including wire and check processing); monitoring claim notices pursuant to the agreement; disbursement of funds in accordance with the agreement; and mailing of trust account statements to all applicable parties. Tax reporting is included for up to Three (3) entities. Should additional reporting be necessary, a \$25 per reporting charge will be assessed. This fee is payable in advance, with the first installment due at the time of Escrow Agreement execution. The Annual Fee covers a full year or any part thereof and therefore will not be prorated or refunded in the year of early termination.

Wells Fargo's bid is based on the following assumptions:

- Number of Escrow Accounts to be established: One (1)
- Number of Deposits to Escrow Account: Not more than One (1) per account
- Number of Withdrawals from Escrow Account: Not more than (1) per account
- Term of Escrow: No more than one year per account
- **APPOINTMENT SUBJECT TO RECEIPT OF REQUESTED DUE DILIGENCE INFORMATION AS PER THE USA PATRIOT ACT**
- **THIS PROPOSAL ASSUMES THAT BALANCES IN THE ACCOUNT WILL BE INVESTED IN WELLS FARGO MONEY MARKET FUNDS**
- **ALL FUNDS WILL BE RECEIVED FROM OR DISTRIBUTED TO A DOMESTIC OR AN APPROVED FOREIGN ENTITY**
- **IF THE ACCOUNT(S) DOES NOT OPEN WITHIN THREE (3) MONTHS OF THE DATE SHOWN BELOW, THIS PROPOSAL WILL BE DEEMED TO BE NULL AND VOID**

Out-of-Pocket Expenses:

Waived

We will charge for out-of-pocket expenses in response to specific tasks assigned by the client or provided for in the escrow agreement. Possible expenses would be, but are not limited to, express mail and messenger charges, travel expenses to attend closing or other meetings. There are no charges for indirect out-of-pocket expenses.

This fee schedule is based upon the assumptions listed above which pertain to the responsibilities and risks involved in Wells Fargo undertaking the role of Escrow Agent. These assumptions are based on information provided to us as of the date of this fee schedule. Our fee schedule is subject to review and acceptance of the final documents. Should any of the assumptions, duties or responsibilities change, we reserve the right to affirm, modify or rescind our fee schedule. Extraordinary services (services other than the ordinary administration services of Escrow Agent described above) are not included in the annual administration fee and will be billed as incurred at the rates in effect from time to time.

EXHIBIT D

FORM OF GOLDBERG, GODLES, WIENER & WRIGHT OPINION

[date]

Wells Fargo Bank, National Association
213 Court Street, Suite 703
Middletown, CT 06457
Attention: Robert L. Reynolds, Corporate,
Municipal and Escrow Services

Re: The Escrow Agreement, as defined below

Ladies and Gentlemen:

We have acted as special Federal Communications Commission (“FCC”) counsel to Harbinger Capital Partners Master Fund, Ltd. (“Harbinger Master”) and Harbinger Capital Partners Special Situations Fund, L.P. (“Harbinger Special” and, together with Harbinger Master, “Harbinger”), in connection with an Escrow Agreement (the “Escrow Agreement”), dated as of November 7, 2008, by and among Harbinger Master, Harbinger Special, and Wells Fargo Bank, National Association, as escrow agent (“Escrow Agent”). This opinion is issued pursuant to Section 1.3 of the Escrow Agreement.

In rendering this opinion, we have reviewed the Escrow Agreement and such other documents as we have deemed necessary or advisable to enable us to render the opinions set forth herein. We have assumed, without independent investigation, the genuineness of all signatures, the authenticity of all documents submitted to us as originals, and the conformity with the originals of all documents submitted to us as copies.

Our opinion is limited to actions, approvals, or proceedings arising out of, or brought pursuant to, the provisions of the Communications Act of 1934, as amended, 47 U.S.C. §§ 151 *et seq.* (the “Communications Act”), and the published rules, regulations, and policies of the FCC as of the date hereof (the “FCC Rules”). We have not considered other actions, approvals, or proceedings, whether outstanding, pending, or threatened; we have not undertaken to determine the existence of any actions, approvals, or proceedings, whether outstanding, pending, or threatened, regarding entities other than the FCC; and we do not express any opinion as to any laws other than those specified at the outset of this paragraph.

Subject to the foregoing and the other matters set forth herein, it is our opinion that Harbinger has received all FCC approvals that are required for it to acquire the Escrow Property.

This opinion is being given for your exclusive benefit and is intended to be relied upon solely by you in connection with the Escrow Agreement. It may not be used for any other purpose, or relied upon by any other person or entity, without the express written consent of this firm.

Very truly yours,

AMENDMENT NO. 1 TO ESCROW AGREEMENT

This Amendment No. 1, dated January 27, 2009 (the "Amendment No. 1"), is entered into by and among Harbinger Capital Partners Master Fund, Ltd., an exempted company organized under the laws of the Cayman Islands ("Harbinger Master"), Harbinger Capital Partners Special Situations Fund, L.P., a Delaware limited partnership ("Harbinger Special" and, together with Harbinger Master, "Harbinger"), and Wells Fargo Bank, National Association, as escrow agent ("Escrow Agent"). Harbinger and the Escrow Agent are referred to herein as the "Parties" and individually as a "Party." Capitalized terms not otherwise defined herein shall have the same meaning given to them in the Escrow Agreement (as defined below).

RECITALS

Harbinger and the Escrow Agent are parties to that certain Escrow Agreement, dated as of November 7, 2008 (the "Agreement"); and

Section 4.7 of the Agreement provides that Harbinger and the Escrow Agent may amend in writing the Escrow Agreement; and

Harbinger and the Escrow Agent desire to amend the Agreement.

Therefore, in consideration of the promises and agreements of the Parties and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendment to Section 1.1. Section 1.1. is hereby amended and restated in its entirety to read as follows:

Section 1.1. Escrow Property.

(a) Receipt of Remaining Shares. The Escrow Agent acknowledges receipt of the Remaining Shares from the Stockholder pursuant to the terms of the Transfer and Termination Agreement.

(b) Potential Privately Purchased Shares. At any time and from time to time after the date of this Agreement, Harbinger may, but is under no obligation to, arrange for the purchase of shares of common stock, par value \$0.01 per share ("Voting Common Stock") of the Company or non-voting common stock, par value \$0.01 per share ("Non-Voting Common Stock") of the Company in one or more privately negotiated transactions from the Company or a third-party (any such shares of Voting Common Stock and/or Non-Voting Common Stock are hereinafter referred to as "Private Purchase Shares"). In the event Harbinger arranges for the purchase of Private Purchase Shares, (i) Harbinger shall provide the Escrow Agent with the funds necessary to consummate such purchase, and (ii) upon receipt of such funds from Harbinger, and the direction of any authorized person as identified in writing by Harbinger, who shall initially include Philip Falcone, Jeffrey Kirshner, Robert Lambert and Kenny Turano (any such person, an "Authorized Person"), the Escrow Agent shall acquire and accept from any such seller, all of such seller's right,

title and interest in and to such Private Purchase Shares, and shall hold such Private Purchase Shares in accordance with the terms of this Agreement.

(c) Potential Open Market Purchased Shares. At any time and from time to time after the date of this Agreement, Harbinger may, but is under no obligation to, arrange for the purchase of shares of Voting Common Stock of the Company in one or more open-market transactions from the Company or a third-party (any such shares of Voting Common Stock are hereinafter referred to as "Open Market Shares"). In the event Harbinger arranges for the purchase of Open Market Shares, (i) Harbinger shall provide the Escrow Agent with the funds necessary to consummate such purchase, and (ii) upon receipt of such funds from Harbinger and the direction of an Authorized Person, the Escrow Agent shall acquire and accept from any such seller, all of such seller's right, title and interest in and to such Open Market Shares, and shall hold such Open Market Shares in accordance with the terms of this Agreement. The acquisition of Open Market Shares by the Escrow Agent shall be executed by the Escrow Agent's Depository Trust Corporation ("DTC") participant (the "Participant") via DTC's Direct Registration System ("DRS"). The commission for any purchases or sales of Open Market Shares shall be \$0.02 per share. An Authorized Person may direct the purchase of Open Market Shares in any manner generally accepted by the Participant for executing DRS transactions on behalf of customers. The Escrow Agent shall not be liable for the purchase price of the Open Market Shares which upon instruction will be purchased on a best effort basis.

(d) Potential Tendered Shares. At any time and from time to time after the date of this Agreement, Harbinger may, but is under no obligation to, arrange for the purchase of shares of Voting Common Stock of the Company pursuant to one or more tender offers made to the holders of Voting Common Stock (any such shares of Voting Common Stock are hereinafter referred to as "Tendered Shares"). In the event Harbinger arranges for the purchase of Tendered Shares, (i) Harbinger shall engage a depository to receive tenders of Tendered Shares, and deposit with such depository the funds necessary to pay the purchase price for those Tendered Shares accepted for payment, and (ii) the Escrow Agent shall acquire and accept via free delivery from such depository all such Tendered Shares, including all of the seller's of such Tendered Shares right, title and interest in and to such Tendered Shares, and shall hold such Tendered Shares in accordance with the terms of this Agreement.

(e) Company Distributions. If prior to the final distribution of the Escrow Property (as defined below) pursuant to Section 1.3 of this Agreement the Company effects any split, combination or reclassification of its Voting Common Stock or Non-Voting Common Stock, or declares or pays any dividend or other distribution payable to the holders of its Voting Common Stock or Non-Voting Common Stock in additional shares of Voting Common Stock, Non-Voting Common Stock, other securities or other property other than cash dividends ("Non-Cash Distributions"), or any cash dividends ("Cash Distributions" and, together with Non-Cash Distributions, "Distributions"), then the Escrow Agent shall hold, deliver and transfer any such Distributions in accordance with the terms of this Agreement. The Remaining Shares, the Private Purchase Shares (if any), the Open Market Shares (if

any), the Tendered Shares (if any) and any such Distributions are hereinafter referred to as the “Escrow Property.”

2. Amendment to Section 1.2. Section 1.2. is hereby amended and restated in its entirety to read as follows:

Section 1.2. Title, Voting Rights; Distributions and Investments. Until such time as the Escrow Agent transfers and delivers the Escrow Property in accordance with Section 1.3 of this Agreement, (a) title to the Escrow Property shall remain in the Escrow Agent and the Remaining Shares, the Private Purchase Shares (if any), the Open Market Shares (if any), the Tendered Shares (if any), and any other portion of the Escrow Property consisting of securities issued by the Company shall remain registered on the books of the Company in the name of the Escrow Agent or its nominees; and (b) the Escrow Agent shall have the right, but not the obligation, to exercise all voting rights associated with the Remaining Shares, the Private Purchase Shares (if any), the Open Market Shares (if any), the Tendered Shares (if any), and any other portion of the Escrow Property consisting of securities issued by the Company. The Escrow Agent is authorized and directed to deposit, transfer, hold and invest the Cash Distributions and any investment income thereon as set forth in Exhibit A hereto, or as set forth in any subsequent written instruction signed by Harbinger. Any investment earnings and income on the Cash Distributions shall become part of the Escrow Property, and shall be disbursed in accordance with Section 1.3 of this Agreement.

3. Full Force and Effect. Except as expressly amended and restated pursuant to this Amendment No. 1, the Agreement shall remain unchanged and in full force and effect, and is hereby ratified and confirmed in all respects.

4. Governing Law. This Amendment No. 1 shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and performed in such state without regard to the conflicts or choice of law provisions thereof that would give rise to the application of the domestic substantive law of any other jurisdiction.

5. Entire Agreement. This Amendment No. 1, together with the Agreement and the Transfer and Termination Agreement set forth the entire agreement and understanding of the Parties related to the Escrow Property.

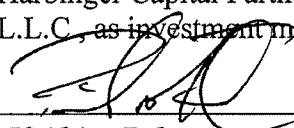
6. Counterparts. This Amendment No. 1 may be executed in one or more counterparts, each of which when executed shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument.

[The remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, this Amendment No. 1 has been duly executed as of the date first written above.

HARBINGER CAPITAL PARTNERS MASTER
FUND I, LTD.

By: Harbinger Capital Partners Offshore Manager,
L.L.C., as investment manager

By:  _____

Name: Philip Falcone

Title: Vice President and
Senior Managing Director

HARBINGER CAPITAL PARTNERS
SPECIAL SITUATIONS FUND, L.P.

By: ~~Harbinger Capital Partners Special Situations~~
~~GP, LLC, as general partner~~

By:  _____

Name: Philip Falcone

Title: Vice President and
Senior Managing Director

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Escrow Agent

By: _____

Name:

Title:

IN WITNESS WHEREOF, this Amendment No. 1 has been duly executed as of the date first written above.

HARBINGER CAPITAL PARTNERS MASTER
FUND I, LTD.

By: Harbinger Capital Partners Offshore Manager,
L.L.C., as investment manager

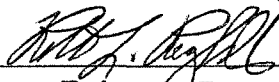
By: _____
Name:
Title:

HARBINGER CAPITAL PARTNERS
SPECIAL SITUATIONS FUND, L.P.

By: Harbinger Capital Partners Special Situations
GP, LLC, as general partner

By: _____
Name:
Title:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Escrow Agent

By: 
Name: **Robert L. Reynolds**
Title: **Vice President**