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December 17, 2015

Ms. Marlene H. Dortch
Secretary
Federal Communications Commission
445 12th Street, S.W.
Washington, D.C. 20554

**Re: Written *ex parte* presentation in IB Docket No. 12-340; IB Docket No. 11-109;
IBFS File Nos. SAT-MOD-20101118-00239; SAT-MOD-20120928-00160;
SAT-MOD-20120928-00161; SES-MOD-20121001-00872; SES-RWL-
20110908-01047; SES-MOD-20141030-00835**

Dear Ms. Dortch:

On behalf of New LightSquared LLC, I am pleased to inform the Commission that today, New LightSquared reached agreement with Garmin on spectrum use parameters for terrestrial service in the L-Band relating to the new company's FCC licenses.

Under the agreement, New LightSquared agreed to reduce out-of-band emissions and power levels from currently authorized levels and to file a request with the Commission forgoing terrestrial use on the 1545-1555 MHz band. As long as the new company's terrestrial deployment plans are consistent with the operational parameters agreed to by the companies in the agreement, Garmin agreed not to object to deployment in the spectrum located in the spectrum bands 1627.5-1637.5 MHz, 1646.5-1656.5 MHz, and 1670-1700 MHz (sometimes referred to as the "right hand spectrum"). Furthermore, for devices other than certified aviation equipment, Garmin also agreed not to object to deployment in the spectrum band 1525-1536 (the "left hand spectrum"). With regard to certified aviation receivers, LightSquared understands the need to continue to work with Garmin, the FAA, the Department of Transportation, and the rest of the aviation community to address any concerns and commits to do so. A copy of the settlement agreement with Garmin is attached.

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Please direct any questions to the undersigned.

Sincerely,

/s/

Gerard J. Waldron
Counsel to New LightSquared LLC

cc: Phil Verveer
Edward Smith
Louis Peraertz
Joanna Thomas
Erin McGrath
Brendan Carr
Julius Knapp
Ron Repasi
Roger Sherman
Charles Mathias
Karl Kensinger
Bob Nelson
Paul Murray
Jon Chambers
Jennifer Tatel

Attachment

SETTLEMENT AGREEMENT AND RELEASES

This Settlement Agreement (together with the Side Letter, the "Settlement Agreement") is fully made, executed and entered as of December 16, 2015 (the "Effective Date"), by and between Garmin International, Inc. ("Garmin") and New LightSquared LLC and LightSquared Subsidiary LLC (collectively, "LightSquared," and together with Garmin, the "Parties").

WHEREAS, on May 12, 2012, LightSquared Inc. and various affiliated debtors each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 with the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"). *In re LightSquared Inc., et al.*, Chapter 11 Case No. 12-12080 (SCC) (the "LightSquared Bankruptcy Action");

WHEREAS, on August 9, 2013, Harbinger Capital Partners LLC, Harbinger Capital Partners II LP, Harbinger Capital Partners Master Fund I, LTD., Harbinger Capital Partners Special Situations Fund L.P., and Harbinger Capital Partners Special Situations GP, LLC, HGW GP, Ltd., HGW Holding Company, LP, HGW US GP Corp., HGW US Holding Company, LP, Credit Distressed Blue Line Master Fund Ltd., Global Opportunities Breakaway Ltd. and Sol Private Corp. (collectively "Harbinger") commenced an action against Garmin and other defendants in the United States District Court for the Southern District of New York, which action was assigned to the Honorable Richard M. Berman. *Harbinger Capital Partners, LLC, et al. v. Deere & Company, et al.*, No. 13-CV-5543 (RMB) (the "Harbinger Action");

WHEREAS, on November 1, 2013, LightSquared Inc., LightSquared LP, and LightSquared Subsidiary LLC, commenced an adversary proceeding against Garmin, The United States GPS Industry Council ("USGIC"), the Coalition to Save Our GPS (the "GPS Coalition") and other defendants in the LightSquared Bankruptcy Action;

WHEREAS, on January 31, 2014, upon the motion of Garmin and other defendants, Judge Berman ordered the LightSquared Action withdrawn to the United States District Court for the Southern District of New York. *LightSquared Inc., et al. v. Deere & Company, et al.*, No. 13-CV-8157 (RMB) (the “LightSquared Action”);

WHEREAS, the Harbinger Action and the LightSquared Action (collectively the “Actions”) asserted claims concerning, among other things, alleged omissions regarding the potential for Receiver Overload interference to Global Positioning System (“GPS”) receivers;

WHEREAS, by means of a February 5, 2015 Decision and Order (the “Dismissal Order”), Judge Berman dismissed the Harbinger Action in its entirety and all but two claims in the LightSquared Action (the “Surviving LightSquared Claims”);

WHEREAS, on February 10, 2015, judgment (the “Judgment”) was entered dismissing the Harbinger Action with prejudice;

WHEREAS, on December 7, 2015, the United States Court of Appeals for the Second Circuit affirmed the Judgment. *Harbinger Capital Partners LLC, et al. v. Deere & Company, et al.*, 15-0408-CV (the “Second Circuit Order”);

WHEREAS, the discovery conducted to date in the LightSquared Action does not indicate that Garmin had involvement in, or contemporaneous knowledge of, the events at issue in the Surviving LightSquared Claims;

WHEREAS, on March 27, 2015, the Bankruptcy Court confirmed a plan of reorganization (the “Reorganization Plan”) that became effective on December 7, 2015, and pursuant to the Reorganization Plan, (i) LightSquared Inc. contributed substantially all of its assets (except for certain excluded assets, primarily tax related) to LightSquared LP, which was subsequently converted into New LightSquared LLC; (ii) following such contribution,

LightSquared Subsidiary LLC became a direct, wholly-owned subsidiary of New LightSquared LLC; and (iii) certain litigation, including all rights regarding the LightSquared Action and the Harbinger Action, was contributed to New LightSquared LLC;

WHEREAS, Garmin has determined that, to the extent disclosed by LightSquared, LightSquared's planned deployment of an ATC network (the "Planned LightSquared Network") has the potential under certain circumstances to interfere with some satellite navigation receivers as presently designed;

WHEREAS, Garmin believes that any potential interference with existing (a) Garmin non-aviation receivers and (b) Non-Certified Garmin GNSS Aviation Equipment will be mitigated if the Planned LightSquared Network is authorized and operated subject to the restrictions set forth in this Settlement Agreement;

WHEREAS, operation of the Planned LightSquared Network in compliance with these restrictions will provide Garmin the time necessary to make adjustments, if required, to future (a) Garmin non-aviation receivers and (b) Non-Certified Garmin GNSS Aviation Equipment;

WHEREAS, on September 8 and October 8, 2015, respectively, Judge Berman directed the Parties to participate in a mediation before United States Magistrate Judge James C. Francis IV and otherwise to engage in settlement negotiations (the "Settlement Orders");

WHEREAS, after conducting the mediation and negotiations pursuant to the Settlement Orders, the Parties, without admitting any of the claims therein, desire fully and finally to resolve and settle the Actions and all claims that were or could have been asserted by or on behalf of any of them or by Harbinger in the Actions and all potential claims between LightSquared and/or Harbinger, on the one hand, and Garmin, on the other hand;

NOW THEREFORE, in consideration of the settlement and in compromise of all claims in the Actions between Garmin on the one hand, and LightSquared and/or Harbinger on the other, the recitals, releases and mutual promises contained herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree and covenant as follows:

1. DEFINITIONS

The following terms are defined in this Paragraph:

“ABC Study” shall have the meaning assigned in Paragraph 10(c) herein.

“Abandoned Spectrum” shall have the meaning assigned in Paragraph 8(a) herein.

“Actions” shall have the meaning assigned in fifth WHEREAS clause herein.

“Assigns” shall mean any and all entities or persons to whom LightSquared, its successors, or any of its assigns have transferred any LightSquared rights to operate any ATC network authorized by the FCC.

“ATC” or “Ancillary Terrestrial Component” shall mean any terrestrial base stations and mobile terminals operated by or to be operated by LightSquared, its Assigns, or its Network Users, for the provision of radio communication services offered together with, or separately from, Mobile-Satellite Services (“MSS”), re-using frequencies assigned for MSS operations.

“Aviation Spectrum Issue” shall have the meaning assigned in Paragraph 9(a) herein.

“Bankruptcy Court” shall have the meaning assigned in the first WHEREAS clause herein.

“Certified Garmin GNSS Aviation Equipment” shall mean airborne navigation/position equipment that is intended for installation in aircraft (which equipment uses the mask defined in RTCA DO-208 Figure 2-1, DO-229C Appendix C Figure C-1, DO-229D Appendix C Figure C-1, DO-229D Change 1 Appendix C Figure C-1, DO-253C Appendix D Figure D-1, or DO-316

Appendix C Figure C-1), or any mask proposed by the RTCA and adopted by the FAA that replaces the aforementioned masks in a future minimum operational performance standard, to define adjacent band interference rejection.

“Defined Frequency Plan” shall have the meaning assigned in Paragraph 6(c) herein.

“Dismissal Order” shall have the meaning assigned in the sixth WHEREAS clause herein.

“DOT” shall mean the United States Department of Transportation.

“Effective Date” shall have the meaning assigned in the first sentence of this Settlement Agreement.

“FAA” shall mean the United States Federal Aviation Administration.

“FCC” shall mean the United States Federal Communications Commission.

“FCC Abandonment Filing” shall have the meaning assigned in Paragraph 8(a) herein.

“Garmin” shall have the meaning assigned in the first sentence of this Settlement Agreement.

“Garmin Indemnified Parties” shall have the meaning assigned in Paragraph 4(h) herein.

“Garmin Released Claims” shall have the meaning assigned in Paragraph 4(b) herein.

“Garmin Released Parties” shall have the meaning assigned in Paragraph 4(a) herein.

“Garmin Releasers” shall have the meaning assigned in Paragraph 4(b) herein.

“GNSS” shall mean Global Navigation Satellite Service, which includes, without limitation, the Global Positioning System used individually or in combination with, but not limited to, any of the following global satellite navigation services: Galileo (the European satellite navigation system), GLONASS (the Russian satellite navigation system), and Beidou (the Chinese satellite navigation system).

“GPS” shall have the meaning assigned in the fifth WHEREAS clause herein.

“GPS Coalition” shall have the meaning assigned in the third WHEREAS clause herein.

“Handset Transmit Power Mask” shall have the meaning assigned in Paragraph 6(a) herein.

“Harbinger” shall have the meaning assigned in the second WHEREAS clause herein.

“Harbinger Action” shall have the meaning assigned in the second WHEREAS clause herein.

“Harbinger Claims” shall have the meaning assigned in Paragraph 4(h) herein.

“Harbinger Entities” shall have the meaning assigned in Paragraph 4(h) herein.

“Judgment” shall have the meaning assigned in the seventh WHEREAS clause herein.

“LightSquared” shall have the meaning assigned in the first sentence of this Settlement Agreement.

“LightSquared Action” shall have the meaning assigned in the fourth WHEREAS clause herein.

“LightSquared Bankruptcy Action” shall have the meaning assigned in the first WHEREAS clause herein.

“LightSquared Released Claims” shall have the meaning assigned in Paragraph 4(a) herein.

“LightSquared Released Parties” shall have the meaning assigned in Paragraph 4(b) herein.

“LightSquared Releasers” shall have the meaning assigned in Paragraph 4(a) herein.

“NTIA” shall mean the National Telecommunications & Information Administration of the United States Department of Commerce.

“Network Users” shall mean any entity or person with the right or ability to use or operate a portion or all of the Planned LightSquared Network.

“Network User Obligations” shall mean the requirements in Paragraphs 6(a), 6(b), 6(c), 6(d), 8(d), 9(a), 10(b), and 10(d) of this Settlement Agreement.

“Non-Certified Garmin GNSS Aviation Equipment” shall mean airborne navigation/position equipment that is not certified to be compliant with the mask defined in RTCA DO-208 Figure 2-1, DO-229C Appendix C Figure C-1, DO-229D Appendix C Figure C-1, DO-229D Change 1 Appendix C Figure C-1, DO-253C Appendix D Figure D-1, or DO-316 Appendix C Figure C-1, or any mask proposed by the RTCA and adopted by the FAA that replaces the aforementioned masks in a future minimum operational performance standard, to define adjacent band interference rejection.

“Notice” shall have the meaning assigned in Paragraph 34(a) herein.

“OOBE” or “Out-of-Band Emissions” shall mean ATC service uplink or downlink emissions on a frequency or frequencies outside the bandwidth allocated by the FCC to LightSquared, its Assigns or its Network Users.

“Parties” shall have the meaning assigned in the first sentence of this Settlement Agreement.

“Planned LightSquared Network” shall have the meaning assigned in the twelfth WHEREAS clause herein.

“Receiver Overload” shall mean interference to GNSS receivers from adjacent in-band emissions, including ATC emissions within an ATC’s operator’s authorized bands.

“Releasers” shall have the meaning assigned in Paragraph 4(f) herein.

“Reorganization Plan” shall have the meaning assigned in the eleventh WHEREAS clause herein.

“Second Circuit Order” shall have the meaning assigned in the eighth WHEREAS clause herein.

“Settlement Agreement” shall have the meaning assigned in the first sentence of this Settlement Agreement.

“Settlement NDA” shall have the meaning assigned in Paragraph 4(e) herein.

“Settlement Requirements” shall have the meaning assigned in Paragraph 10(a) herein.

“Settlement Orders” shall have the meaning assigned in the fifteenth WHEREAS clause herein.

“Side Letter” shall have the meaning assigned in Paragraph 2 herein.

“Specified Band” shall have the meaning assigned in Paragraph 6(a) herein.

“Specified Network Frequencies” shall have the meaning assigned in Paragraph 10(a) herein.

“Surviving LightSquared Claims” shall have the meaning assigned in the sixth WHEREAS clause herein.

“TSO” shall mean Technical Standard Order.

“Third-Party Agreement” shall have the meaning assigned in Paragraph 26 herein.

“Third-Party Technical Parameters” shall have the meaning assigned in Paragraph 26 herein.

“Trimble” shall have the meaning assigned in Paragraph 3(c) herein.

“Trimble Settlement” shall have the meaning assigned in Paragraph 3(c) herein.

“USGIC” shall have the meaning assigned in the third WHEREAS clause herein.

“USGIC/GPS Coalition Indemnified Parties” shall have the meaning assigned in Paragraph 4(i) herein.

2. SETTLEMENT PAYMENTS TO GARMIN

Simultaneously with the execution of this Settlement Agreement, and in consideration thereof, LightSquared has executed a letter dated as of the Effective Date of this Settlement Agreement requiring LightSquared to provide certain monetary consideration in connection with this Settlement Agreement and the Actions. The Side Letter is incorporated by reference into this Settlement Agreement as if fully set forth herein. LightSquared’s obligations, as specified in the Side Letter, are joint and several, unconditional, and irrevocable. To the extent not otherwise defined in the Side Letter, capitalized terms therein have the meaning ascribed to them in this Settlement Agreement. For the avoidance of doubt, this Settlement Agreement (including the Side Letter) covers any monetary obligations to Garmin relating to the Harbinger Action that LightSquared or Harbinger may have as of the Effective Date of this Settlement Agreement.

3. DISMISSAL OF THE ACTIONS

(a) Simultaneously with the execution of this Settlement Agreement, LightSquared shall have executed and shall deliver to Garmin for filing a proposed order and stipulation in the form attached hereto as Exhibit A dismissing the LightSquared Action, with prejudice, with each side bearing its own costs.

(b) Upon the Effective Date of this Settlement Agreement, LightSquared will take no further action to preserve or prosecute the Harbinger Action. To that end, LightSquared will not seek any reconsideration of the Second Circuit Order, seek to delay the issuance of the mandate, or file a petition for writ of certiorari to the Supreme Court of the United States.

(c) LightSquared will dismiss without prejudice all claims against USGIC in the LightSquared Action upon the dismissal of LightSquared’s claims against Garmin. Upon the

dismissal with prejudice of LightSquared's claims against Trimble Navigation Limited ("Trimble"), LightSquared will promptly dismiss with prejudice its claims against USGIC.

(d) Should either of the Actions against USGIC or the GPS Coalition continue for more than five business days after the Effective Date of this Settlement Agreement, LightSquared will pay Garmin's portion of USGIC's and the GPS Coalition's resulting legal fees and expenses.

4. GENERAL RELEASES AND INDEMNITIES

(a) LightSquared Release

For good and valuable consideration, including the undertakings set forth in this Settlement Agreement (including the Side Letter), and intending to be legally bound, LightSquared, for itself and its past, present and future parents, affiliates and subsidiaries, and each of their agents, servants, employees, officers, directors, attorneys, licensees, partners, members, representatives, Assigns, predecessors, predecessors-in-interest, successors and successors-in-interest, and all persons or entities claiming rights by, through or under them (collectively the LightSquared Releasers"), hereby remises, releases, acquits and forever discharges Garmin and each of its past, present and future parents, affiliates and subsidiaries, and each of their agents, servants, employees, officers, directors, attorneys, licensees, partners, members, representatives, assigns, predecessors, predecessors-in-interest, successors and successors-in-interest, and all persons acting in concert with them ("Garmin Released Parties"), from and against all claims and liabilities of any nature, known or unknown, including, but not limited to, all actions, causes of action, suits, debts, sums of money, attorneys' fees, costs, accounts, covenants, controversies, agreements, promises, damages, claims, grievances, arbitrations and demands whatsoever, whether at law or in equity, by contract (express or implied), tort, or pursuant to statute or otherwise (including any assigned by Harbinger), that the

LightSquared Releasors may now have, ever had, or will ever have against any of the Garmin Released Parties, based on, by reason of or arising out of any event, occurrence, action, inaction, omission, transaction or thing of any kind or nature (i) relating to the Actions or (ii) occurring prior to the Effective Date of this Settlement Agreement, *excluding only* the matters set forth in Paragraph 4(e) below (the “LightSquared Released Claims”).

(b) Garmin Release

For good and valuable consideration, including the undertakings set forth in this Settlement Agreement (including the Side Letter), and intending to be legally bound, Garmin, for itself and its past, present and future parents, affiliates and subsidiaries, and each of their agents, servants, employees, officers, directors, attorneys, licensees, partners, members, representatives, assigns, predecessors, predecessors-in-interest, successors and successors-in-interest, and all persons or entities claiming rights by, through or under them (collectively the “Garmin Releasors”), hereby remises, releases, acquits and forever discharges LightSquared, and each of its past, present and future parents, affiliates and subsidiaries, agents, servants, employees, officers, directors, attorneys, licensees, partners, members, representatives, predecessors, predecessors-in-interest, successors and successors-in-interest, and Assigns, and all persons acting in concert with them (“LightSquared Released Parties”), from and against all claims and liabilities of any nature, known or unknown, including, but not limited to, all actions, causes of action, suits, debts, sums of money, attorneys’ fees, costs, accounts, covenants, controversies, agreements, promises, damages, claims, grievances, arbitrations and demands whatsoever, whether at law or in equity, by contract (express or implied), tort, or pursuant to statute or otherwise, that the Garmin Releasors may have, ever had, or will ever have against the LightSquared Released Parties, based on, by reason of or arising out of any event, occurrence,

action, inaction, omission, transaction or thing of any kind or nature relating to the Actions or occurring prior to the Effective Date of this Settlement Agreement, *excluding only* the matters set forth in Paragraph 4(e) below and Garmin Claims (i) against any of the Harbinger Entities; (ii) relating to the Aviation Spectrum Issue; and (iii) relating to any GNSS interference not specifically provided for in this Settlement Agreement (collectively, the “Garmin Released Claims”).

(c) GPS Coalition Releases

Upon the Effective Date of this Settlement Agreement, LightSquared will provide the GPS Coalition with a release of the same scope and effect as that provided to Garmin by Paragraph 4(b) of this Settlement Agreement, except that the release need not extend to GPS Coalition members who are not also defendants in the LightSquared Action and shall extend to a GPS Coalition officer or director only to the extent that a claim relates to his or her status as a GPS Coalition officer or director.

(d) USGIC Releases

Upon the dismissal with prejudice of the LightSquared Action against Trimble, LightSquared will provide USGIC with a release of the same scope and effect as that provided to Garmin by Paragraph 4(b) of this Settlement Agreement, except that the release need not extend to USGIC members who are not also defendants in the LightSquared Action and shall extend to a USGIC officer or director only to the extent that a claim relates to his or her status as a USGIC officer or director.

(e) Non-Released Matters

Notwithstanding anything in this Settlement Agreement, including the releases herein, to the contrary, this Settlement Agreement and the releases herein are not intended to, and shall not, release any of the LightSquared Releasers or the Garmin Releasers from any of the terms,

conditions, promises, obligations, representations, or warranties (i) under this Settlement Agreement, including the Side Letter; and (ii) under the First Amended Non-Disclosure Agreement and Order for Settlement Negotiations in the LightSquared Action, dated November 10, 2015, and so-ordered by the Court on November 23, 2015 (the “Settlement NDA”).

(f) Assumption of Risk

LightSquared, on behalf of all LightSquared Releasors, and Garmin, on behalf of all Garmin Releasors (collectively the “Releasors”), each acknowledge that any of the Releasors may hereafter discover claims or facts in addition to or different from those currently known or assertable by any of them. Each of the Releasors hereby expressly assumes the risk of any mistake of fact and of any facts proven to be other than or different from the facts now known to any of the Releasors or believed by them to exist. Each Party, on behalf of itself and its respective Releasors, intends hereby fully, finally and forever to settle and release all released claims, and in furtherance of such intention, the releases in this Settlement Agreement shall be and remain in effect as a full and complete general release with respect to the released claims, notwithstanding the discovery or existence of any such additional or different claims or facts.

(g) Waiver of After-Discovered Claims

The Releasors stipulate and agree that they shall be deemed to have expressly waived, relinquished, and released any and all provisions, rights and benefits conferred by or under Cal. Civ. Code § 1542 or any law of the United States or any state of the United States or territory of the United States, or principle of common law that governs or limits a person’s release of unknown claims, including any law or principle of common law that is similar, comparable or equivalent to Cal. Civ. Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT
TO EXIST IN HIS OR HER FAVOR AT THE TIME OF

EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM
OR HER MUST HAVE MATERIALLY AFFECTED HIS OR
HER SETTLEMENT WITH THE DEBTOR.

The Releasors acknowledge that they understand the significance and consequence of their respective releases and such specific waiver of Cal. Civ. Code § 1542.

(h) Indemnity of Garmin

For good and valuable consideration, including the undertakings set forth in this Settlement Agreement (including the Side Letter), and intending to be legally bound, LightSquared, for itself and its past, present and future parents, affiliates and subsidiaries, and each of their agents, servants, employees, officers, directors, attorneys, licensees, partners, members, representatives, Assigns, predecessors, predecessors-in-interest, successors and successors-in-interest, hereby agrees to indemnify, defend and hold harmless Garmin, and its past, present and future parents, affiliates and subsidiaries, and each of their agents, servants, employees, officers, directors, attorneys, licensees, partners, members, representatives, assigns, predecessors, predecessors-in-interest, successors and successors-in-interest, and all persons acting in concert with them (collectively the "Garmin Indemnified Parties"), from and against all claims and liabilities of any nature, known or unknown, including, but not limited to, all actions, causes of action, suits, debts, sums of money, attorneys' fees, costs, accounts, covenants, controversies, agreements, promises, damages, claims, grievances, arbitrations and demands whatsoever, whether at law or in equity, by contract (express or implied), tort, or pursuant to statute or otherwise, that Harbinger and its past, present and future parents, affiliates and subsidiaries, and each of their agents, servants, employees, officers, directors, attorneys, licensees, partners, members, , representatives, assigns, predecessors, predecessors-in-interest, successors and successors-in-interest, and all persons or entities claiming rights by, through or under them (collectively the "Harbinger Entities") now have, ever had, or will ever have, against

the Garmin Indemnified Parties, or any of them, based on, by reason of or arising out of any event, occurrence, action, inaction, omission, transaction or thing of any kind or nature (i) relating to the Actions or (ii) occurring prior to the Effective Date of this Settlement Agreement (the “Harbinger Claims”). For the avoidance of doubt, this indemnity does not apply to any claims by the Harbinger Entities relating to the Harbinger Action that have accrued and been disclosed as of the Effective Date of this Settlement Agreement.

(i) Indemnity of USGIC and GPS Coalition

For good and valuable consideration, including the undertakings set forth in this Settlement Agreement (including the Side Letter), and intending to be legally bound, LightSquared, for itself and its past, present and future parents, affiliates and subsidiaries, and each of their agents, servants, employees, officers, directors, attorneys, licensees, partners, members, representatives, Assigns, predecessors, predecessors-in-interest, successors and successors-in-interest, hereby agrees to indemnify, defend and hold harmless USGIC and the GPS Coalition, and each of their past, present and future parents, affiliates and subsidiaries, and each of their agents, servants, employees, officers, directors, attorneys, licensees, partners, members who are also defendants in the Harbinger Action, representatives, assigns, predecessors, predecessors-in-interest, successors and successors-in-interest, and all persons acting in concert with them (collectively the “USGIC/GPS Coalition Indemnified Parties”), from and against all claims and liabilities of any nature, known or unknown, including, but not limited to, all actions, causes of action, suits, debts, sums of money, attorneys’ fees, costs, accounts, covenants, controversies, agreements, promises, damages, claims, grievances, arbitrations and demands whatsoever, whether at law or in equity, by contract (express or implied), tort, or pursuant to statute or otherwise, that the Harbinger Entities and their past, present and future parents, affiliates and subsidiaries, and each of their agents, servants, employees, officers, directors,

attorneys, licensees, partners, members, , representatives, assigns, predecessors, predecessors-in-interest, successors and successors-in-interest, and all persons or entities claiming rights by, through or under them now have, ever had, or will ever have, against the USGIC/GPS Coalition Indemnified Parties, or any of them, based on, by reason of or arising out of any failure to secure either (i) termination of any further prosecution of the Actions as required by Paragraph 3 herein, or (ii) general releases of similar scope and effect as those provided in Paragraph 4(a), (b) and (c) herein.

5. NO THIRD-PARTY BENEFICIARIES

(a) Except as provided for in Paragraphs 4 and 14 herein, this Settlement Agreement, including the Side Letter, does not, and is not intended to, confer any rights or remedies upon any non-Party, including any of the Harbinger Entities or any of their investors. Except for the releases and indemnities set forth in Paragraph 4 and the covenant not to sue in Paragraph 14, nothing in this Settlement Agreement, including the Side Letter, express or implied, shall confer upon any non-Party, including any of the Harbinger Entities or their investors, any right, benefit, claim, cause of action, or remedy of any nature whatsoever pursuant to, or by reason of, this Settlement Agreement, including the Side Letter, or the mediation and settlement negotiations that preceded it.

(b) Except as provided for in Paragraphs 4 and 14 herein, no non-Party, including any of the Harbinger Entities or any of their investors, is an intended beneficiary or third-party beneficiary of this Settlement Agreement, including the Side Letter.

(c) Except as provided for in Paragraphs 4 and 14 herein, no non-Party, including any of the Harbinger Entities or any of their investors, may rely on, or assert, any rights under or related to this Settlement Agreement, including the Side Letter.

6. ATC NETWORK RESTRICTIONS

(a) Handset Transmit Power Mask

LightSquared will commit, and shall cause its Assigns and Network Users to commit, as conditions of any FCC authorization, to comply with the limits on handset transmit power in the spectrum band 1627.5-1637.5 MHz (the “Specified Band”), as set forth in Exhibit B (the “Handset Transmit Power Mask”), provided that after five years from the Effective Date, LightSquared can operate at 23 dBm EIRP or lower for the entire Specified Band. Regardless of any FCC action authorizing less restrictive limits, LightSquared will not operate, and will cause its Assigns and Network Users not to operate or use, the Specified Band in excess of the Handset Transmit Power Mask for the period set forth in this paragraph.

(b) OOBE Limits

LightSquared hereby commits, and shall cause its Assigns and Network Users to commit, as permanent conditions of any FCC authorization, to (i) adhere to the OOBE limits set forth in Exhibit C (the “OOBE Limits”); and (ii) submit to Garmin each year for seven (7) years on the anniversary of the Effective Date of this Settlement Agreement test measurements and other data prepared by a neutral expert agreed to by Garmin and LightSquared, which agreement shall not be unreasonably withheld, demonstrating compliance with the OOBE Limits. Regardless of any FCC action authorizing less restrictive limits, LightSquared will not operate, and will cause its Assigns and Network Users not to operate, within the Specified Network in excess of the OOBE Limits.

(c) Defined Frequency Plan

For a period of seven (7) years from the Effective Date of the Settlement Agreement, LightSquared, regardless of any less restrictive FCC authorization, will adhere, and will cause its

Assigns and Network Users to adhere to the defined frequency plan attached as Exhibit D to this Settlement Agreement (“Defined Frequency Plan”).

(d) Advance Notice

For a period of seven (7) years from the Effective Date of this Settlement Agreement, LightSquared shall give at least six (6) months’ advance notice of activation of any base stations transmitting in the 1526-1536 MHz band and/or the 1670-1700 MHz band by providing Garmin a coverage map showing, by county, the existing and anticipated coverage of LightSquared’s and its customers’ terrestrial network and services. Any such coverage map shall be updated every six (6) months. At LightSquared’s request, Garmin will agree to keep the information contained in such coverage maps confidential.

(e) Sample Handsets

For a period of seven (7) years from the Effective Date of this Settlement Agreement, LightSquared shall, if available to LightSquared, provide at Garmin’s request representative production quality samples of handsets designed to transmit in the 1627.5 – 1637.5 MHz and 1646.5 – 1656.5 MHz bands and provide reasonable technical support to allow Garmin to perform testing of these handsets with respect to their co-existence with Garmin GNSS products.

(f) Earth-to-Space Communications

For the avoidance of doubt, the Spectrum Use Limits, OOB Limits, and Defined Frequency Plan do not apply to LightSquared’s earth-to-space communications transmitting pursuant to Part 25 of the FCC’s Rules, 47 C.F.R. Part 25.

(g) Current Modeo Network

For the avoidance of doubt, the Settlement Agreement does not apply to existing services in 1670-1675 MHz operated by LightSquared pursuant to Part 27 of the FCC’s Rules, 47 C.F.R. §§ 27.901-907, as of October 13, 2015.

(h) C/NØ Measures

For the avoidance of doubt in this Settlement Agreement, the Parties are not addressing the merits of whether a 1 dB increase in the C/NØ measure should be adopted by the FCC, DOT, NTIA or any other agency, legislative or lawmaking bodies.

7. ABANDONMENT AND WITHDRAWAL OF FCC FILINGS

(a) On or before March 31, 2016, LightSquared will amend the various applications and petitions for rulemaking pending before the FCC relating to the proposed terrestrial use of the spectrum bands 1526-1536 MHz, 1545-1555 MHz, 1627.5-1637.5 MHz, 1646.5-1656.5 MHz and 1670-1700 MHz to conform with the technical and operational parameters in this Settlement Agreement. To the extent necessary, LightSquared shall withdraw, and refile applications and/or petitions that cannot be amended to conform with the technical and operational parameters in this Settlement Agreement. At a minimum, LightSquared shall amend, withdraw and refile, or withdraw the following items pending before the FCC: (i) Mobile Satellite Service Request to Modify the ATC Spectrum Rights associated with MSAT (File/Docket Nos. SAT-MOD-20120928-00160; SAT-MOD-20120928-00161, SES-MOD-20121001-00872, ET Docket No. 12-340); (ii) Petition for Rulemaking/Terrestrial Use of 1526-1536 MHz L-Band (RM-11683); and (iii) Petition for Rulemaking/Allocation of 1675-1680 MHz for Terrestrial Mobile Use (RM-11681). In addition, LightSquared agrees that it will withdraw its (i) pending FCC petition filed on February 7, 2012 concerning receiver standard mandates for GNSS devices and, within thirty (30) days of a dismissal with prejudice of the LightSquared Action against Trimble, (ii) Petition for Declaratory ruling concerning GNSS receiver spectrum rights, filed on December 20, 2011, in FCC IB Docket No. 11-109.

(b) LightSquared shall not, directly or indirectly, and it will obligate its Assigns not to, directly or indirectly, file any petition or support any request that Congress, the FCC or any other governmental body that mandates receiver standards for GPS devices.

(c) LightSquared will not submit or support and will obligate its Assigns not to submit or support any administrative or Congressional proposals, such as those in FCC ET Docket No. 13-101, regarding “Harm Claim Thresholds,” for a methodology for spectrum management and will not propose or support any legislative measure that would impose “Harm Claim Thresholds.” In the event, however, that a third party makes a harm claim thresholds proposal, LightSquared reserves the right to object and can advocate for the use of its spectrum consistent with the terms of this Settlement Agreement.

(d) For the avoidance of doubt, LightSquared intends to propose new and/or different receiver masks with respect to certified aviation devices, and nothing in this Settlement Agreement prevents LightSquared from such activity nor prevents Garmin from objecting to any such proposals by LightSquared.

8. ABANDONMENT OF 1545-1555 MHZ BAND

(a) Within fifteen (15) days of the Effective Date of this Settlement Agreement, LightSquared will, as required by the Defined Frequency Plan, permanently abandon terrestrial use of 1545-1555 MHz (the “Abandoned Spectrum”) by making an FCC filing abandoning use of the Abandoned Spectrum for any ATC purpose ever in the future (the “FCC Abandonment Filing”).

(b) The FCC Abandonment Filing shall include the following language: “[Applicant] will not utilize frequencies in the 1545-1555 MHz band for any terrestrial base stations and mobile terminals providing radio communication services, offered together with, or separately from, Mobile-Satellite Services (“MSS”), using or re-using frequencies presently assigned for

MSS operations, and it will not enter into a spectrum sharing or similar arrangement with a third party that involves services utilizing such spectrum. [Applicant] will permanently abandon use of the frequency band 1545-1555 MHz, and will not enter into such third-party arrangements. [Applicant] will require any successor, assignee, user, or customer with respect to service in the 1545-1555 MHz band to comply with the same commitment to permanently abandon terrestrial use of the 1545-1555 MHz band. This paragraph does not apply to LightSquared's satellite-to-earth communications, transmitting pursuant to Part 25 of the FCC's Rules, 47 C.F.R. Part 25."

(c) LightSquared will not directly or indirectly, now or in the future, (i) request or advocate authorization for terrestrial use of the Abandoned Spectrum or (ii) enter into a spectrum sharing agreement or similar arrangement with a third party that involves services other than satellite-to-earth communications services in the Abandoned Spectrum.

(d) LightSquared will require and cause its Assigns and Network Users to comply with LightSquared's commitment to permanently abandon use of the Abandoned Spectrum. Any documents, agreements, or arrangements related to any transfer or assignment by LightSquared of any authorization or rights with respect to the Abandoned Spectrum shall provide that Garmin has the right to enforce the requirements of this Paragraph 8 against any of LightSquared's Assigns or Network Users.

(e) The FCC Abandonment Filing will not be conditioned on LightSquared receiving consideration for such abandonment or on the FCC's granting LightSquared any other relief, but LightSquared may suggest that the FCC consider providing consideration to LightSquared.

(f) LightSquared acknowledges that it currently does not have the base station certification from the FCC required to deploy terrestrial communication services in the Abandoned Spectrum.

(g) For the avoidance of doubt in the event that any party other than LightSquared, its Network Users, or Assigns proposes to use, or uses, 1545-1555 MHz, Garmin retains the right to object to any such proposal or use.

9. EXCLUSION OF THE 1526-1536 MHZ SPECTRUM

(a) For the avoidance of doubt, this Settlement Agreement does not address the potential for Receiver Overload or other interference to Certified Garmin GNSS Aviation Equipment caused by LightSquared's ATC use, or use by its Assigns or Network Users, of the 1526-1536 MHz spectrum (the "Aviation Spectrum Issue"), with regard to which the Parties reserve the right of each to petition the FCC and any other government forum with regard thereto. Without limiting the foregoing in any way, apart from the Aviation Spectrum Issue (including Certified Garmin GNSS Aviation Equipment), Garmin will not object for a period of seven (7) years to LightSquared's use of the 1526-1536 MHz spectrum up to and including power levels at 32 dBw for Garmin devices that are not Certified Garmin GNSS Aviation Equipment, provided that and upon the condition that throughout that period: (i) LightSquared adheres to all of the requirements of this Settlement Agreement and (ii) LightSquared, its Network Users and Assigns commit to, and in practice use, that spectrum exclusively for Mobile Satellite Service (MSS) or wireless broadband service.

(b) The Parties intend to communicate on two to three occasions each year regarding the Aviation Spectrum Issue; *provided and on the condition that* (i) the method, substance and duration of any such communications shall be in the sole and unfettered discretion of each Party; (ii) any such communications will be deemed incident to, or in contemplation of, proceedings before the DOT, FCC and other governmental fora; (iii) in the course of any such communications, the Parties hereby irrevocably waive any duty to disclose anything whatsoever

to the other; and (iv) the requirements of the Settlement NDA shall be applicable to any such communications.

10. REGULATORY PROCEEDINGS REGARDING SPECIFIED NETWORK FREQUENCIES

(a) To the extent, and only to the extent, that LightSquared filings with the FCC commit, as permanent conditions of any FCC authorization, to this Settlement Agreement's (i) Spectrum Use Limits; (ii) OOB Limits; (iii) Defined Frequency Plan; and (iv) other applicable requirements, to wit, Paragraphs 6, 7 and 8 of this Settlement Agreement (all of the foregoing collectively the "Settlement Requirements"), Garmin, acting for itself or through any third party, will not object for a period of seven (7) years from the Effective Date of this Settlement Agreement to filings by LightSquared with the FCC, any government or nongovernment agency, as may be necessary, and any legislative body relating to authorization to utilize 1627.5-1637.5 MHz, 1646.5-1656.5 MHz, and 1670-1680 MHz (the "Specified Network Frequencies") for an ATC system, *provided and on the condition that* any and all future FCC filings regarding, and any actual operation or use of, the Specified Network Frequencies adhere to the Settlement Requirements, and Garmin may otherwise participate without restriction in any governmental proceedings, except as specifically provided for in Paragraph 10(c) below.

(b) LightSquared will, and will require any Assigns and Network Users to, adhere to the Settlement Requirements, provided however, that in the event that, following LightSquared's submission of the Abandonment Filing, the FCC does not require LightSquared to permanently abandon the Abandoned Spectrum, then LightSquared does not need to comply with Paragraph 8(d).

(c) In the event LightSquared requests that the DOT remove the Specified Network Frequencies from that certain Adjacent Band Compatibility Study (the "ABC Study"), Garmin,

acting for itself or through any third party, will not object to such a request or provide Garmin GPS devices for the ABC Study for a period of seven (7) years from the Effective Date of this Settlement Agreement, *provided and on the condition that* (i) the proposed and actual use of the Specified Network Frequencies adheres to the Settlement Requirements; and (ii) Garmin may otherwise participate without restriction in the ABC Study.

(d) In the event LightSquared or any of its Assigns or Network Users seeks, or the FCC adopts, any authorization regarding the Specified Network Frequencies that does not adhere to the Settlement Requirements, or LightSquared or any of its Assigns or Network Users do not adhere, or intend to adhere, to the Settlement Requirements, Garmin will have an unfettered right to object to such application, authorization or intention in any forum and to take any other applicable governmental or judicial action.

(e) Within fifteen (15) days of the Effective Date of this Settlement Agreement, LightSquared will file this Settlement Agreement, excluding the Side Letter, on the public docket of the FCC, the DOT and the NTIA. For the avoidance of doubt, Settlement Negotiation Material, as defined in the Settlement NDA, does not include the final, executed copy of the Settlement Agreement, and either Party may thereafter disclose this Settlement Agreement, excluding the Side Letter, and any such disclosure is not a violation of the Settlement NDA.

11. NO OTHER COMMITMENTS

The Parties agree that this Settlement Agreement is limited to the specific terms set forth in this Settlement Agreement, and neither Party makes any commitment with respect to any other matters, including the impact of any changes that LightSquared may make to its technical and business plans in the future.

12. NO ENDORSEMENT; RESERVATION OF RIGHTS

The Parties agree that nothing in this Settlement Agreement shall constitute an endorsement by Garmin of any technical, operational, policy, regulatory, or other matter regarding LightSquared's network and business plan, and that LightSquared shall not make any statement or representation to such effect.

13. REPRESENTATIONS & WARRANTIES

13.1 Each of the Parties acknowledges, agrees, represents and warrants that:

(a) It has not heretofore assigned or transferred, or purported to assign or transfer, to any person or entity any claim or cause of action released pursuant to Paragraph 4 of this Settlement Agreement;

(b) There are no liens or claims of lien, or assignments in law or equity or otherwise, of or against any claim or cause of action released or indemnified pursuant to Paragraph 4 of this Settlement Agreement;

(c) It has duly executed and delivered this Settlement Agreement, including the Side Letter, and is fully authorized to enter into and perform this Settlement Agreement and every term hereof, including the Side Letter;

(d) It has been represented by legal counsel in the negotiation and joint preparation of this Settlement Agreement, including the Side Letter, has received advice from legal counsel in connection with this Settlement Agreement, including the Side Letter, and is fully aware of this Settlement Agreement's provisions and legal effect;

(e) It enters into this Settlement Agreement freely, without coercion, and based on its own judgment and not in reliance upon any representations or promises made by any other Party, apart from those set forth in this Settlement Agreement, including the Side Letter; and

(f) It has the authority, and has obtained all necessary approvals, including, but not limited to, approval of the Parties' respective Boards of Directors, as necessary, and any other approvals that may be required, to enter into this Settlement Agreement, including the Side Letter, and to deliver all the releases, undertakings, covenants, representations, warranties and other obligations and provisions contained in this Settlement Agreement, including the Side Letter.

13.2 Each of the Parties acknowledges, represents and warrants that:

(a) The negotiations and mediation resulting in this Settlement Agreement, including the Side Letter, were pursuant and subject to Judge Berman's Settlement Order in the LightSquared Action and, in any case, will be deemed incident to, or in contemplation of, proceedings before the DOT, FCC and other governmental fora; and

(b) These negotiations and the mediation did not give rise to, and each Party expressly disclaims and waives, any duty to disclose pursuant to the "superior knowledge" doctrine described in Judge Berman's Dismissal Order.

13.3 LightSquared acknowledges, agrees, represents and warrants that:

(a) it does not intend to deploy terrestrial communication services in the Abandoned Spectrum;

(b) On December 7, 2015, the conditions to the consummation of the Reorganization Plan were either met or waived. Pursuant to the Reorganization Plan, (i) LightSquared Inc. contributed substantially all of its assets (except for certain excluded assets, primarily tax related) to LightSquared LP, which was subsequently converted into New LightSquared LLC; (ii) following such contribution, LightSquared Subsidiary LLC became a direct, wholly-owned subsidiary of New LightSquared LLC; and (iii) certain litigation claims, including claims

asserted in the LightSquared Action and the Harbinger Action, were contributed to New LightSquared LLC. LightSquared further represents and warrants that the general release by LightSquared of Garmin set forth in Paragraph 4(a) of this Settlement Agreement, includes, but is not limited to, any and all claims owned or formerly owned by LightSquared Inc., LightSquared LP and LightSquared Subsidiary LLC (as it existed prior to December 7, 2015), and, further, that Kirkland & Ellis LLP has the authority to execute the Stipulation of Dismissal dismissing the LightSquared Action as provided for in Paragraph 2 of this Settlement Agreement; and

(c) Notwithstanding the Reorganization Plan, the Settlement NDA remains in full force and effect.

13.4 Each of the Parties acknowledges the materiality of the foregoing representations and warranties.

14. COVENANT NOT TO SUE

(a) Except as otherwise set forth in this Settlement Agreement in Paragraph 4(c), LightSquared, for itself and on behalf of the LightSquared Releasors, agrees and covenants not to sue and to refrain and desist forever from instituting or asserting against Garmin or any Garmin Released Parties any LightSquared Released Claim. LightSquared on behalf of itself and each of the LightSquared Releasors agrees that their Release may be pleaded by Garmin or any Garmin Released Party as a counterclaim or cross-claim to or as a defense in bar or abatement of any LightSquared Released Claim which is brought, instituted, or taken by or on behalf of any LightSquared Releasor.

(b) Except as otherwise set forth in this Settlement Agreement Paragraph 4(c), Garmin, for itself and on behalf of the Garmin Releasors agrees and covenants not to sue and to refrain and desist forever from instituting or asserting against LightSquared or any LightSquared

Released Party any Garmin Released Claim. Garmin on behalf of itself and each of its Releasers agrees that their Release may be pleaded by LightSquared or any LightSquared Released Party as a counterclaim or cross-claim to or as a defense in bar or abatement of any Garmin Released Claim which is brought, instituted, or taken by or on behalf of any Garmin Releaser.

15. INDEMNIFICATION FOR BREACH OF WARRANTY AND COVENANT

Each Party hereto agrees to indemnify, defend, and hold the other Parties harmless from and against any and all liabilities, costs, penalties, damages, and other expenses (including attorneys' fees and costs) resulting from or arising out of any breach of any of the warranties, and representations in Paragraph 13 above or the covenants, understandings and agreements set forth in Paragraph 14 of this Settlement Agreement.

16. ASSUMPTION OF RISK

With the exception of the warranties and representations made in this Settlement Agreement, in entering into this Settlement Agreement, including the Side Letter, and the settlement contemplated herein, each Party assumes the risk of any misrepresentation, concealment, or mistake. If any Party should subsequently discover that any fact relied upon by it in entering into this Settlement Agreement, including the Side Letter, was untrue, or that any fact was concealed from it, or that its understanding of the facts or of the law was incorrect, such Party shall not be entitled to any relief in connection therewith, including, without limitation, any alleged right or claim to set aside or rescind this Settlement Agreement. This Settlement Agreement is intended to be and is final and binding between and among the Parties hereto, regardless of any claim of misrepresentation, promise made, lack of intention to perform, concealment of facts, mistake of fact or law, or of any other circumstance whatsoever.

17. CONFIDENTIALITY

(a) Each Party hereto agrees to abide by the Settlement NDA, which agreement survives the execution of this Settlement Agreement.

(b) The Side Letter to this Settlement Agreement will remain confidential except as provided for in that Side Letter.

18. NO ADMISSION OF LIABILITY

The Parties agree and acknowledge that this Settlement Agreement, the settlement, and termination of any and all claims against any of them as set forth herein, are not and shall not be construed to be an admission of any liability or wrongdoing, or of any violation of any federal, state, or local statute or regulation, or of any duty owed.

19. BINDING EFFECT

(a) This Settlement Agreement in its entirety is self-executing and shall not require court approval.

(b) This Settlement Agreement, and each and all of the representations, warranties and covenants of the Parties made herein, are binding upon the Parties and each of their respective successors, assigns (as permitted in Paragraph 23 herein), heirs and representatives (as well as Network Users with respect to the Network User Obligations), and shall inure solely to the benefit of the Parties.

(c) LightSquared shall require that all Assigns and Network Users be bound by the requirements of this Paragraph 19.

20. COUNTERPARTS

This Settlement Agreement may be executed in counterparts and/or by facsimile or email pdf, each of which shall be deemed an original but all of which together shall constitute the same instrument. This Settlement Agreement shall be deemed to have been executed when the Parties

each execute and deliver counterparts thereof to the other Party. This Settlement Agreement is not binding and shall be of no force and effect whatsoever unless and until this Settlement Agreement is executed by all Parties hereto.

21. INTEGRATION CLAUSE

This Settlement Agreement (including the Side Letter incorporated herein) constitutes the sole and entire agreement between the Parties concerning the settlement and the subject matters covered hereby, and supersedes all prior agreements, negotiations, and discussions. The Parties acknowledge that, in entering into this Settlement Agreement, they are not relying upon any representations or warranties made by anyone other than those terms and provisions expressly set forth in this Settlement Agreement. All prior discussions, negotiations, and understandings between the Parties concerning the subject matter of this Settlement Agreement, whether oral or written, express or implied, have been merged and integrated into, and are superseded by, this Settlement Agreement.

22. NO PRESUMPTION

The Parties acknowledge and agree that each of the Parties hereto is represented by counsel, and received independent legal advice with respect to the advisability of entering into this Settlement Agreement, including the Side Letter. This Settlement Agreement, including the Side Letter, shall not be construed for or against any of the Parties on the basis of the extent to which that Party participated in drafting it. If an ambiguity or question of intent or interpretation arises, this Settlement Agreement, including the Side Letter, will be construed as if drafted jointly by the Parties hereto and no presumption or burden of proof will arise favoring or disfavoring any Party hereto because of the authorship of any provision of this Settlement Agreement.

23. ASSIGNMENT

This Settlement Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns, including LightSquared's Assigns and with respect to the Network User Obligations, Network Users. This Settlement Agreement shall not be assignable except by operation of law or by mutual written consent of the Parties. Any assignment in derogation of this provision shall be null and void.

24. SEVERABILITY

Should any provision of this Settlement Agreement be held by any court or other form of competent jurisdiction to be illegal, invalid, void, or unenforceable, such illegality, invalidity or unenforceability shall not invalidate the whole of this Settlement Agreement, but rather, the Settlement Agreement shall be construed as if it did not contain the invalid or illegal part and shall not impair the enforceability of any other provision of this Settlement Agreement.

25. AMENDMENT

It is expressly understood and agreed that this Settlement Agreement may not be altered, amended, waived, modified or otherwise changed in any respect or particular whatsoever except by the written agreement that expressly refers to this Settlement Agreement and is signed by a representative of each Party who is the Chief Executive Officer, Chief Financial Officer, or Chief Operations Officer of a Party. The Parties further acknowledge and agree that they will make no claim at any time or place that this Settlement Agreement has been orally supplemented, modified, or altered in any respect whatsoever.

26. IMPACT OF THIRD-PARTY AGREEMENTS

In the event that LightSquared enters into an agreement with any third party, including settling or compromising, in whole or in part, any of the Actions or any claims that were or could have been asserted by or on behalf of LightSquared or Harbinger in any of the Actions (a "Third-

Party Agreement”), and that Third-Party Agreement contains technical parameters addressed by the Settlement Requirements (“Third-Party Technical Parameters”), then, this Settlement Agreement, at Garmin’s exclusive option and in its sole discretion, will be amended to include any Third-Party Technical Parameters selected by Garmin in a Notice provided to LightSquared. LightSquared will provide Garmin with Notice of any Third-Party Agreement, including a duplicate copy of the Third-Party Technical Parameters, within three (3) business days of the effective date of any such agreement.

27. GOVERNING LAW

This Settlement Agreement is deemed entered into in the State of Delaware, and shall be construed and interpreted in accordance with the laws of the State of Delaware without regard to its choice of law provisions.

28. JURISDICTION AND JURY TRIAL WAIVER

(a) The Parties hereby agree that any action, suit, or proceeding existing under or relating to this Settlement Agreement shall be brought only in the Delaware Court of Chancery, unless the Court of Chancery would not have subject matter jurisdiction over any such action, in which case such an action shall be brought only in another Delaware state court having subject matter jurisdiction over such an action; provided, however, that any judgment entered by a Delaware state court may be transferred to any other jurisdiction if necessary to enforce or collect upon such judgment. In any such action, suit or proceeding, the losing party must reimburse the other party for all its reasonable costs, including attorneys’ fees and costs.

(b) The Parties irrevocably submit to the exclusive jurisdiction of the state courts in Delaware, and the Parties expressly waive any and all objections they may have to venue in the State of Delaware, including any objection based on lack of personal jurisdiction, venue, or forum non conveniens.

(c) Each Party hereby irrevocably and unconditionally waives any right it may have to a jury trial in any action, suit or proceeding existing under or relating to this Settlement Agreement.

(d) The Parties hereby expressly agree that service of process in connection with any dispute, claim, or controversy arising out of, or relating to, this Settlement Agreement or the matters contemplated hereby may be made as specified in Paragraph 34 below. Service made in conformity with a manner specified in Paragraph 34, to the fullest extent permitted by applicable law, shall have the same legal force and effect as if served upon such Party personally within the State of Delaware.

(e) Nothing herein shall be deemed to limit or prohibit service of process by any other manner as may be permitted by applicable law. Notwithstanding anything else in this Agreement, Garmin and LightSquared shall also have the right at its option and in its sole discretion to seek relief from the FCC regarding enforcement of any of the provisions of this Agreement that fall within the jurisdiction of the FCC. Garmin and LightSquared covenant and agree that neither shall assert as a defense to any court or non-FCC action, suit, or proceeding that the FCC has primary jurisdiction over any such court or other non-FCC action, suit, or proceeding.

29. INJUNCTIVE/EXPEDITED RELIEF

Each of the Parties acknowledges and agrees that the other Parties would be damaged irreparably in the event that any of the provisions of this Settlement Agreement are not performed in accordance with their specific terms or otherwise are breached or violated. Accordingly, each of the Parties agrees that, without posting bond or other undertaking, the other Parties will be entitled to an injunction or injunctions to prevent breaches or violations of the provisions of this Settlement Agreement and to enforce specifically this Settlement Agreement

and the terms and provisions hereof in addition to any other remedy to which any such other Party may be entitled, at law or in equity. Each Party agrees that, in the event of any action for specific performance in respect of such breach or violation, it will not assert as a defense or otherwise that any other party would not be irreparably harmed or that a remedy at law would be adequate. Each Party further agrees that it will not oppose expedited treatment of such litigation to the extent either Party requests expedition.

30. LITIGATION DOCUMENTS

The Parties shall take all steps required to comply with (a) Paragraph 11 of the Protective Order, dated May 19, 2015, entered in the LightSquared Action and (b) the Settlement NDA.

31. INTERPRETATION, HEADINGS, NUMBER & GENDER

(a) No provision of this Settlement Agreement shall be construed against any party because that provision or any other provision was drafted by or at the direction of such party. The Parties acknowledge that this Settlement Agreement has been drafted, prepared, negotiated and agreed to jointly, with advice of each Party's respective counsel, and to the extent that any ambiguity should appear, now or at any time in the future, latent or apparent, such ambiguity shall not be resolved or construed against any of them.

(b) Headings are used herein for convenience only and shall have no force or effect in the interpretation or construction of this Settlement Agreement. As used in this Settlement Agreement, the singular shall include the plural, and the masculine shall include the feminine and neuter genders.

32. NO WAIVER; REMEDIES

No failure on the part of any Party to this Settlement Agreement to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of

any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

33. SURVIVAL OF REPRESENTATIONS AND WARRANTIES

All representations, warranties, covenants and agreements set forth in this Settlement Agreement shall be deemed continuing and shall survive the Effective Date of this Settlement Agreement.

34. NOTICE

(a) Any notices given in connection with this Settlement Agreement (a “Notice”) shall be provided in writing by personal delivery, by courier delivery, or by U.S. mail (certified mail, return receipt requested), addressed to such party at the respective address set forth below, or at such other address(es) as such party may indicate by written notice to the other party:

If to Garmin:

Andrew R. Etkind, Esq.
Vice President, General Counsel and
Secretary
Garmin International, Inc.
1200 E. 151st Street
Olathe, KS 66062-3426
Andrew.Etkind@garmin.com

Philip Le B. Douglas, Esq.
Jones Day
222 East 41st Street
New York, NY 10017-6702
pldouglas@jonesday.com

If to LightSquared:

Doug Smith
Jamie Kase, Esq.
New LightSquared LLC
10802 Parkridge Boulevard
Reston, VA 20191
Doug.Smith@lightsquaerd.com
Jamie.Kase@lightsquared.com

Eugene F. Assaf, Esq.
K. Winn Allen, Esq.
Kirkland & Ellis LLP

655 Fifteenth Street, N.W.
Washington, D.C. 20005
eugene.assaf@kirkland.com
winn.allen@kirkland.com


(b) Written notices provided pursuant to this paragraph shall be deemed effective upon actual delivery (or refusal) if the delivery is personal, or receipt (or refusal) by the addressee if delivery is by courier or U.S. mail.

35. ACTS NECESSARY TO EFFECTUATE AGREEMENT

The Parties agree to cooperate fully in the execution of all documents and the performance of any additional acts necessary to effectuate the terms of the Settlement Agreement.

IN WITNESS WHEREOF, the Parties have caused this Settlement Agreement to be executed as of the Effective Date:

Garmin International, Inc.

By: 
Clifton A. Pemble,
President and Chief Executive Officer

New LightSquared LLC and LightSquared Subsidiary LLC

By: _____
Doug Smith,
Chief Executive Officer, New LightSquared LLC
and LightSquared Subsidiary LLC

655 Fifteenth Street, N.W.
Washington, D.C. 20005
eugene.assaf@kirkland.com
winn.allen@kirkland.com

(b) Written notices provided pursuant to this paragraph shall be deemed effective upon actual delivery (or refusal) if the delivery is personal, or receipt (or refusal) by the addressee if delivery is by courier or U.S. mail.

35. ACTS NECESSARY TO EFFECTUATE AGREEMENT

The Parties agree to cooperate fully in the execution of all documents and the performance of any additional acts necessary to effectuate the terms of the Settlement Agreement.

IN WITNESS WHEREOF, the Parties have caused this Settlement Agreement to be executed as of the Effective Date:

Garmin International, Inc.

By: _____
Clifton A. Pemble,
President and Chief Executive Officer

New LightSquared LLC and LightSquared Subsidiary LLC

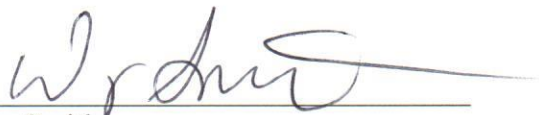
By:  _____
Doug Smith,
Chief Executive Officer, New LightSquared LLC
and LightSquared Subsidiary LLC

EXHIBIT A

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

LightSquared Inc., *et al.*,

Plaintiffs,

v.

Deere & Co., *et al.*,

Defendants.

13-cv-8157-RMB

ECF Case

**[PROPOSED] ORDER AND STIPULATION OF
VOLUNTARY DISMISSAL WITH PREJUDICE**

WHEREAS, on November 1, 2013, Plaintiffs LightSquared Inc., LightSquared LP, and LightSquared Subsidiary LLC (collectively, “LightSquared”), commenced an adversary proceeding action against Defendants Garmin International, Inc. (“Garmin”, and together with LightSquared, the “Parties”) and other defendants in the United States Bankruptcy Court for the Southern District of New York (the “LightSquared Action”);

WHEREAS, on January 31, 2014, upon the motion of Garmin and other defendants, Judge Berman ordered the LightSquared Action withdrawn to the United States District Court for the Southern District of New York. *LightSquared Inc., et al. v. Deere & Company, et al.*, No. 13-CV-8157 (RMB);

WHEREAS, by means of a February 5, 2015 Decision and Order, Judge Berman dismissed all but two of LightSquared’s claims;

WHEREAS, after conducting the settlement discussions and engaging in the mediation ordered by Judge Berman, Garmin and LightSquared, without admitting any of the claims therein, have fully and finally resolved and settled the LightSquared Action;

NOW THEREFORE IT IS STIPULATED AND AGREED THAT, the above-captioned action is dismissed with prejudice as to Defendant Garmin International, Inc., with costs and fees to be paid as agreed by the Parties;

IT IS FURTHER AGREED THAT, the Parties respectfully request that pursuant to Federal Rule of Civil Procedure 41(a)(2), the Court so-order the dismissal of the above-captioned action with prejudice.

Dated: New York, New York
December 16, 2015

Kirkland & Ellis LLP

Jones Day

By: _____
Eugene F. Assaf
655 Fifteenth Street, N.W.
Washington, DC 20005
Telephone: 202-879-5000
Fax: 202-879-5200
eugene.assaf@kirkland.com

By: _____
Philip Le B. Douglas
222 East 41st Street
New York, NY 10017
Telephone: 212-326-3939
Fax: 212-755-7306
pldouglas@jonesday.com

Attorneys for Plaintiffs

Attorneys for Garmin International, Inc.

IT IS SO ORDERED

Exhibit B

Handset Transmit Power Mask

LightSquared and its Assigns and Network Users will adhere to the following handset transmit power mask in the 1627.5 MHz -1637.5 MHz uplink band.

EIRP Transmit Power Mask:

- 1627.5 – 1632.5 MHz
 - Linear ramp from -1 dBm to 23 dBm EIRP for five years from the Effective Date, and thereafter 23 dBm EIRP
- 1632.5 – 1637.5 MHz
 - 23 dBm EIRP

Pictorially this ramp is represented below:

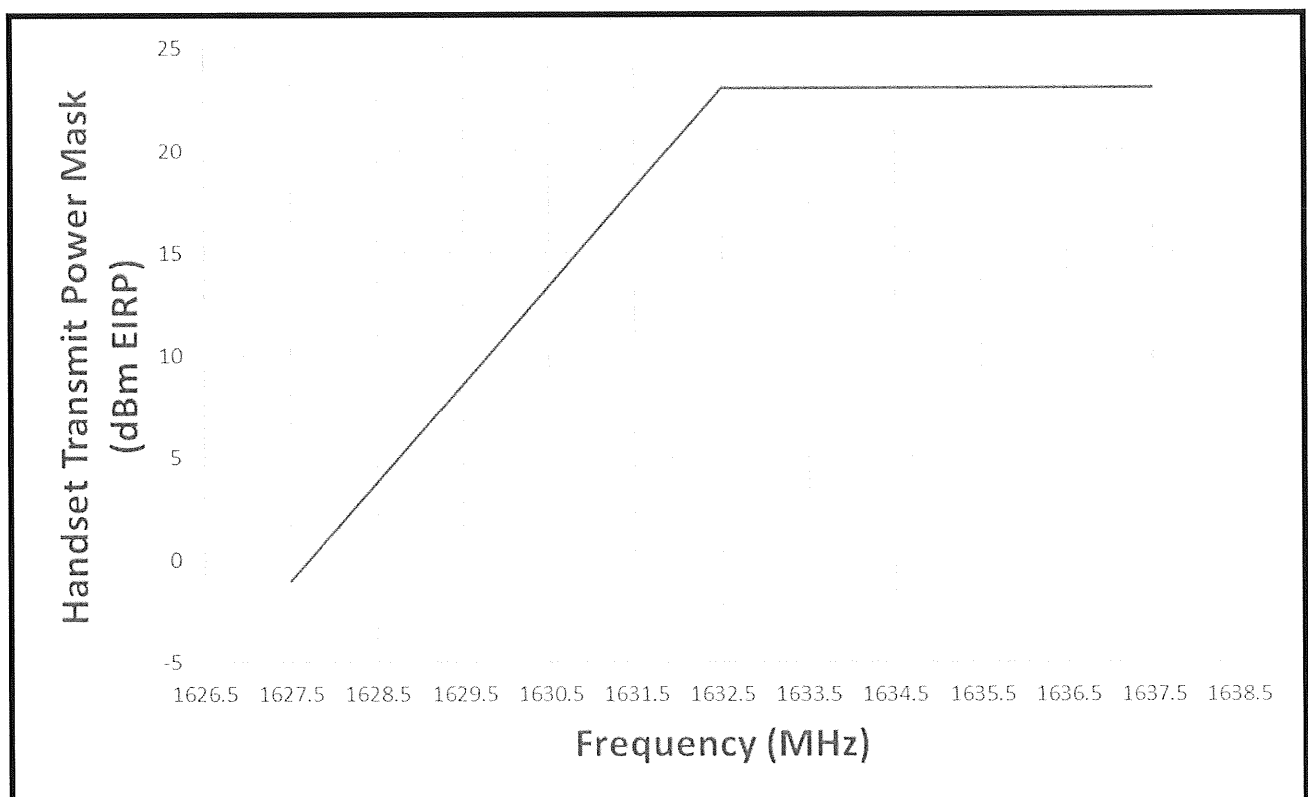


Exhibit C

Uplink OOB Limits

LightSquared and its Assigns and Network Users will adhere to the following out-of-band emissions (“OOBE”) limits and commit to include them in filings made at the FCC and all other appropriate agencies for all equipment and licenses:

EIRP OOB Limits

- 1541 – 1559 MHz
 - OOB limit: -105 dBW/MHz
 - OOB limit: -132 dBW/2KHz

- 1559 – 1608 MHz
 - OOB limit: -105 dBW/MHz

- 1608 – 1610 MHz
 - OOB limit: Ramp from -105 dBW/MHz to -100 dBW/MHz

- 1610 – 1625 MHz
 - OOB limit: Ramp from -100 dBW/MHz to -34 dBW/MHz

Exhibit D

Defined Frequency Plan

LightSquared and its Assigns and Network Users will adhere to the following defined frequency plan as set forth below. Garmin will have no obligations under Sections 9(a) and 10(a), in the event that LightSquared and its Assigns and Network Users attempt to change the use of downlink spectrum to uplink spectrum, or uplink spectrum to downlink spectrum. LightSquared agrees to file with the FCC to permanently abandon any plans for terrestrial use of the 1545 – 1555 MHz band and to require its Assigns and Network Users to do the same.

Downlink:	1526 -1536 MHz
Downlink or Uplink:	1670 – 1680 MHz
Uplink:	1627.5 – 1637.5 MHz 1646.5 – 1656.5 MHz
Permanently Abandoned for Terrestrial Use in Accordance with Paragraph 8 of the Settlement Agreement:	1545 – 1555 MHz