

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest Pursant to Court Order

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Teleglobe Holding Corp.		04/23/2001	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	ORBCOMM GLOBAL, L.P.
<b>Street Address:</b>	21819 Atlantic Blvd
<b>City:</b>	Dulles
<b>State/Country:</b>	VIRGINIA
<b>Postal Code:</b>	20166
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	1997245	ORBCOMM
Registration Number:	2249875	GLOBALGRAM
Registration Number:	2449364	ORBCOMM
Serial Number:	75724605	TRACSAT
Registration Number:	2253956	ORBCOMM
Registration Number:	2305599	JUST WHAT YOU NEED TO KNOW
Registration Number:	2308700	VANTAGE
Registration Number:	2309249	ORB2YOU
Registration Number:	2304260	ORBWEATHER
Registration Number:	2335120	CONTROLSAT
Registration Number:	2537022	LEOSPHERE
Registration Number:	2379219	ORBMAIL+
Registration Number:	2308707	VANTAGE

**CORRESPONDENCE DATA**

**900241682**

**TRADEMARK  
 REEL: 004922 FRAME: 0632**

**OP \$340.00 1997245**

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ATTORNEY DOCKET NUMBER:	206287.488588
NAME OF SUBMITTER:	Sheila Stewart
Signature:	/sheila stewart/
Date:	12/18/2012

**Total Attachments: 110**

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**ASSET PURCHASE AGREEMENT**

by

**ORBCOMM GLOBAL, L.P.  
ORBCOMM CORPORATION  
ORBCOMM HOLDING CORPORATION  
ORBCOMM INVESTMENT CORPORATION  
ORBCOMM ENTERPRISES, L.P.  
ORBCOMM ENTERPRISES CORPORATION  
ORBCOMM DIS CORPORATION  
ORBCOMM GLOBAL CAPITAL CORP.  
ORBCOMM CANADA INC.**  
collectively,

as Sellers

and

**OGLP ACQUISITION SUB LLC**

as Purchaser

**Dated as of April 19, 2001**

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## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT, dated as of April 19, 2001 (the "Agreement"), is made by and between ORBCOMM GLOBAL, L.P., a Delaware limited partnership, ORBCOMM CORPORATION, a Delaware corporation, ORBCOMM HOLDING CORPORATION, a Delaware corporation, ORBCOMM INVESTMENT CORPORATION, a Delaware corporation, ORBCOMM ENTERPRISES, L.P., a Delaware limited partnership, ORBCOMM ENTERPRISES CORPORATION, a Delaware corporation, ORBCOMM DIS CORPORATION, a Delaware corporation, ORBCOMM GLOBAL CAPITAL CORP., a Delaware corporation (each, a Debtor, and collectively, the "Debtors"), and ORBCOMM CANADA INC., a Quebec corporation ("ORBCOMM Canada," and, collectively with the Debtors, the "Sellers"), and OGLP ACQUISITION SUB LLC, a Delaware limited liability company corporation (the "Purchaser"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in Article 10.

WHEREAS, the Sellers are engaged in the business of owning and operating a low-Earth orbit satellite-based data communications system (the "Business");

WHEREAS, the Debtors have sought relief under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") by filing a consolidated case (the "Bankruptcy Case") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court");

WHEREAS, the Purchaser desires to purchase substantially all of the assets of the Sellers and the Sellers desire to sell, convey, assign and transfer to the Purchaser, substantially all of the assets and properties related to the Business, all in the manner and subject to the terms and conditions set forth herein and, in the case of the assets of the Debtors, in accordance with Sections 105, 363 and 365 and other applicable provisions of the Bankruptcy Code; and

WHEREAS, the Acquired Assets (as defined herein) will be sold pursuant to an order of the Bankruptcy Court approving such sale under Section 363 of the Bankruptcy Code, and such sale will include the assumption and assignment of certain executory contracts and unexpired leases and liabilities thereunder under Section 365 of the Bankruptcy Code and the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth herein, the parties hereto agree as follows:

### ARTICLE 1. PURCHASE AND SALE OF ASSETS

#### SECTION 1.01 *Acquired Assets.*

(a) *Section 363 Assigned Assets.* Pursuant to Section 363 of the Bankruptcy Code (with respect to the Debtors) and on the terms and subject to the conditions precedent set forth in this Agreement, at the Closing each of the Sellers shall sell, assign, transfer, convey, and deliver to the Purchaser, and the Purchaser shall purchase and

accept from each of the Sellers, all of the respective rights, title, and interests of each of the Sellers in, to and under all of the respective assets, property, rights and claims of each respective Seller of every kind and description, wherever located, real, personal or mixed, whether tangible or intangible, owned, held or used in the conduct of the Business by the Sellers, including, without limitation, as set forth on Schedule 1.01(a) (collectively, the "Section 363 Assigned Assets"); provided that the Section 363 Assigned Assets shall not include the Executory Contracts and the Excluded Assets; and provided further, however, that the assignment of the Regulatory Authorizations shall be subject to the provisions of Article 7 hereof.

(b) *Section 365 Assumed Rights.* Pursuant to Section 365 of the Bankruptcy Code, at the Closing each of the Sellers shall assume and assign to the Purchaser, and the Purchaser shall accept from each of the Sellers, all of the respective rights under and title and interest of each respective Seller in (i) the leases of real property set forth on Schedule 1.01(b) (the "Leases") and (ii) the executory contracts and unexpired leases set forth on Schedule 1.01(b) (as amended from time to time by the Purchaser prior to the Closing) (collectively, the "Section 365 Assumed Rights").

(c) *Intellectual Property Rights.* The assets so transferred shall, pursuant to Sections 363 and 365 of the Bankruptcy Code, include all of the respective rights, title and interest of each respective Seller in, to and under all Intellectual Property, in each case owned or licensed by the Seller and used or held for use in the Business.

SECTION 1.02 *Excluded Assets.* Notwithstanding the provisions of Section 1.01 and subject to the provisions of Section 1.05, the Purchaser expressly understands and agrees that (a) the assets and properties of the Sellers listed on Schedule 1.02 (as amended from time to time by the Purchaser prior to Closing; provided, however, that Purchaser may not remove from Schedule 1.02 the (i) cash of the Debtors on hand as of the Closing, (ii) avoidance claims of the Debtors under Chapter 5 of the Bankruptcy Code, (iii) any causes of action or other claims of the Debtors against Advanced Communications Technologies, Inc. or its related parties and (iv) any claims or causes of action of the Debtors against the Committee, Teleglobe or any of the Teleglobe Affiliates, Orbital or any of the Orbital Affiliates, and any of their respective officers, directors and professionals acting in their capacities as officers, directors, and professionals or the Debtors' professionals acting in their capacities as professionals) and (b) the Excluded Contracts (collectively, the "Excluded Assets") shall be excluded from the Acquired Assets.

SECTION 1.03 *Post-Closing Executory Contract.* Notwithstanding the provisions of Sections 1.01(b) and 1.02(b), Purchaser shall have the right from and after the Closing and prior to the Plan Confirmation from time to time to require that each of the Sellers assume and assign to the Purchaser all of the respective rights under and title and interest of each respective Seller in any one or more of the Executory Contracts set forth on Schedule 1.03 (the "Schedule 1.03 Contracts"). Purchaser may exercise its right under this Section 1.03 from time to time upon five business days' prior written notice to the Sellers which notice shall specify the Schedule 1.03 Contract(s) the Purchaser has elected to assume. Notwithstanding anything to the contrary herein, Purchaser shall be responsible to timely pay all costs and amounts due and owing under each Schedule 1.03 Contract from and after the Closing, through the date on which such Schedule 1.03 Contract is assumed or rejected pursuant to the terms hereof.

SECTION 1.04 *Cure Costs.* The Purchaser shall be obligated to take all steps necessary to achieve cure and reinstatement of and the assumption and assignment of the Section 365 Assumed Rights and the Schedule 1.03 Contracts assumed pursuant to Section 1.03, if any, including payment of all monetary amounts due and owing thereunder, except as expressly contemplated in Section 6.02(e). The Purchaser shall have the right to determine, prior to Closing, which executory contracts and unexpired leases shall be assumed and assigned, which shall be Excluded Contracts and which shall be Schedule 1.03 Contracts.

SECTION 1.05 *Assumed Liabilities.* Except as provided in Section 1.03, on the terms and subject to the conditions set forth in this Agreement, at the Closing, the Purchaser shall assume from the Sellers and thereafter pay, perform or discharge in accordance with their terms all of the liabilities and obligations arising solely from and after the Closing directly related to the Section 365 Assumed Rights and, from and after the date of their assumption, directly related to the Schedule 1.03 Contract assumed pursuant to Section 1.03, if any.

SECTION 1.06 *Excluded Liabilities.* Notwithstanding any provision in this Agreement or any other writing or commitment (written or oral) to the contrary, the Purchaser is assuming only the liabilities set forth in Sections 1.03, 1.04, 1.05, 5.08 or 5.09 hereof and is not assuming any other liability or obligation of any of the Sellers (or any predecessors of any of the Sellers or any prior owners of all or part of their businesses and assets) of whatever nature, whether presently in existence or arising hereafter. All such other liabilities and obligations shall be retained by and remain obligations and liabilities of the Sellers (all such liabilities and obligations not being assumed being herein referred to as the "Excluded Liabilities"). Notwithstanding anything to the contrary herein, none of the following liabilities of any of the Sellers shall be assumed by the Purchaser:

- (a) any liability or obligation under any Environmental Laws;
- (b) any liability or obligation related to employees of any of the Sellers (incurred or relating to the period prior to the Purchaser's employment of any such employees) and all liabilities and obligations under or otherwise in connection with the employee benefit plans of the Sellers, except as set forth in Section 5.09;
- (c) any liability or obligation for Designated Bankruptcy Costs and any contracts related thereto;

- (d) any liability or obligation for indebtedness for borrowed money or evidenced by bonds or notes (including accrued interest and fees with respect thereto);
- (e) any Taxes for which the Sellers may be liable; and
- (f) any liability or obligation relating to any of the Excluded Assets.

SECTION 1.07 *Purchase Price.* In consideration for the Acquired Assets, the Purchaser shall at the Closing (i) pay to the Sellers collectively \$500,000 in cash and (ii) deliver to the Debtors the Notes (collectively, the "**Purchase Price**"). The Purchase Price shall be paid as provided in Section 2.02(b).

SECTION 1.08 *Deposit.* Prior to or simultaneously with the execution of this Agreement, Purchaser shall have deposited with counsel to the Sellers an amount equal to \$125,000 in the aggregate (the "Deposit"). Seller agrees to use the Deposit solely for liabilities related to funding the Business prior to Wednesday, April 18, 2001 and Purchaser agrees that in no way will the Deposit be refunded. There shall be no obligation for the Debtors to document or otherwise substantiate any such liabilities.

## ARTICLE 2. THE CLOSING

SECTION 2.01 *Closing.* The consummation of the transactions contemplated by this Agreement (the "**Closing**") shall take place at the offices of Chadbourne & Parke LLP, 30 Rockefeller Plaza, New York, New York 10012, 36th Floor, (a) on April 23, 2001 (immediately following signature of the Section 363/365 Order by the Bankruptcy Court) or (b) at such other time, date and place as shall be fixed by agreement among the parties (the date of the Closing being herein referred to as the "**Closing Date**"). Notwithstanding anything herein to the contrary, if the Closing occurs on April 23, 2001, it shall be deemed to have occurred as of 12:01 a.m. on April 23, 2001 regardless of the actual time at which the Section 363/365 Order was signed on April 23, 2001 by the Bankruptcy Court.

SECTION 2.02 *Deliveries at Closing.* At the Closing, the Sellers shall deliver to the Purchaser the following:

- (i) the Bill of Sale executed by the Sellers;
- (ii) the Assignment and Assumption Agreement executed by the Sellers;
- (iii) the OGLP Operating Agreement executed by ORBCOMM Global, L.P.;
- (iv) the OC Operating Agreement executed by ORBCOMM Canada;
- (v) the Lock-Up Agreement executed by the Sellers;

(vi) a certificate of an executive officer of each of the Sellers certifying that, as of the Closing Date, the conditions set forth in Section 6.02(a), (b) and (c) are satisfied;

(vii) a certificate of the secretary (or other appropriate authorized person) of each of the Sellers as to resolutions adopted by the Board of Directors (or similar governing body) of each of the Sellers approving this Agreement and the transactions contemplated hereby;

(viii) the certificate of incorporation (or similar instrument) of each of the Sellers certified as of a recent date by the Secretary of State (or other appropriate public official) of each of the Sellers' jurisdictions of incorporation or formation;

(ix) a certificate of good standing of ORBCOMM Canada dated as of a recent date from the appropriate Canadian public official;

(x) such other bills of sale, assignments of leases and contracts, and any other instruments of conveyance (collectively, the "**Conveyance Documents**") that, in the reasonable judgment of the Purchaser, are reasonable and necessary to effectively vest in the Purchaser good and valid title to the Acquired Assets, free and clear of all Liens pursuant to the terms of this Agreement; and

(xi) such other customary closing documents, instruments or certificates as reasonably requested by the Purchaser.

(b) At the Closing, the Purchaser shall deliver (or cause to be delivered) to the Sellers the following:

(i) the Purchase Price;

(ii) a certificate or other evidence of membership interest in the Purchaser representing the Purchase Consideration (as defined in the OCC Asset Purchase Agreement) to be held in the manner set forth in the OCC Asset Purchase Agreement;

(iii) the Assignment and Assumption Agreement executed by Purchaser;

(iv) the OGLP Operating Agreement executed by the Purchaser;

(v) the OC Operating Agreement executed by the Purchaser;

(vi) the Lock-up Agreement executed by Purchaser;

(vii) the certificate of an executive officer of the Purchaser certifying that, as of the Closing, the conditions set forth in Section 6.01(a), (b) and (c) are satisfied;

(viii) a certificate of the Secretary of Purchaser as to resolutions adopted by the Board of Directors of Purchaser approving this Agreement and the transactions contemplated hereby (with copy attached);

(ix) the Certificate of Formation of Purchaser certified as of a recent date from the Secretary of State of the State of Delaware;

(x) a certificate of good standing with respect to Purchaser dated as of a recent date from the Secretary of State of the State of Delaware;

(xi) such duly executed instruments as are deemed necessary or appropriate to effectuate the assumption of the Assumed Liabilities by the Purchaser; and

(xii) such other customary closing documents, instruments or certificates as reasonably requested by the Sellers.

### ARTICLE 3. REPRESENTATIONS AND WARRANTIES OF THE SELLERS

Each of the Sellers jointly and severally represents and warrants to the Purchaser as follows:

SECTION 3.01 *Authority Relative to this Agreement.* Such Seller has the requisite power and authority to enter into this Agreement and to carry out its obligations hereunder subject to (in the case of the Debtors) the approval of the Bankruptcy Court and the provisions of the Bankruptcy Code. The execution, delivery and performance of this Agreement by such Seller and the consummation by such Seller of the transactions contemplated hereby have been duly authorized by all requisite action of Sellers. This Agreement has been duly and validly executed and delivered by such Seller and (assuming this Agreement constitutes a valid and binding obligation of the Purchaser), will constitute a valid and binding obligation of each such Seller upon the entry of the Section 363/365 Order.

SECTION 3.02 *Consents and Approvals.* Except for consents, approvals or authorizations which may be required under the Bankruptcy Code, and except as otherwise provided for in this Agreement, no consent, approval, or authorization of, or declaration, filing or registration with, any United States federal or state governmental or regulatory authority is required to be made or obtained by the Sellers in connection with the execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated hereby.

SECTION 3.03 *Brokers.* The Sellers either have not retained a broker in connection with the transactions contemplated by this Agreement or, if the Sellers have, the Sellers shall bear the cost of such broker.

SECTION 3.04 *Certain Assets.*

(a) Schedule 3.04(a) sets forth the street addresses of all real property used or held for use in the Business (the "Real Property"), which the Sellers lease or sublease, specifying whether such Real Property is leased or subleased and the name of the lessor or sublessor.

(b) Except as set forth on Schedule 3.04(b), the Sellers have valid leasehold interest in the Real Property designated on Schedule 3.04(a) as being leased or subleased by a Seller.

(c) Except as set forth on Schedule 3.04(c), the Sellers have good and valid title to all tangible personal property included in the Acquired Assets. Except as set forth on Schedule 3.04(c), no party, other than the Sellers, has an interest in the Section 363 Assigned Assets including the assets set forth on Schedule 1.01(a).

SECTION 3.05 *Limitation on Sellers' Representations and Warranties.* Purchaser represents and hereby covenants and agrees to accept the Acquired Assets "AS IS", "WHERE IS" and "WITH ALL FAULTS" on the date hereof and on the Closing Date, subject to the terms and conditions of this Agreement. The Sellers have not made, and are not willing to make, any representations or warranties as to the condition of the Acquired Assets, the income or commissions derived or potentially to be derived from the Acquired Assets or the Business, the expenses incurred or potentially to be incurred in connection with the Acquired Assets or the Business. The Sellers are not, and will not be, liable or bound in any manner by express or implied warranties, guarantees, statements, promises, representations or information pertaining to the Acquired Assets or the Business, made or furnished by any broker, agent, employee, servant or other Person representing or purporting to represent the Sellers, unless such are expressly and specifically set forth herein.

ARTICLE 4.  
REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser represents and warrants to the Seller as follows:

SECTION 4.01 *Organization.* The Purchaser is a limited liability company validly existing and in good standing under the laws of its jurisdiction of formation and thereby has the power and authority to own, lease and operate its properties and to carry on its business as it is now being conducted or proposed to be conducted. The Purchaser is duly qualified as a foreign entity to do business, and is in good standing, in each jurisdiction where the character of its properties owned or held under lease or the nature of its activities make such qualification appropriate, except where the failure to be so qualified would not individually or in the aggregate have a Material Adverse Effect on the Purchaser's ability to complete the transactions contemplated by this Agreement.

SECTION 4.02 *Authority Relative to this Agreement.* The Purchaser has the corporate power and authority to enter into this Agreement and to carry out its obligations hereunder. The execution, delivery, and performance of this Agreement by the Purchaser and the

consummation by the Purchaser of the transactions contemplated hereby have been duly authorized by all requisite action of Purchaser. This Agreement has been duly and validly executed and delivered by the Purchaser and (assuming this Agreement constitutes a valid and binding obligation of the Seller) constitutes a valid and binding agreement of the Purchaser.

SECTION 4.03 *Consents and Approvals.* Except for consents, approvals or authorizations which may be required under the Bankruptcy Code, and except as otherwise provided for in this Agreement, no consent, approval, or authorization of, or declaration, filing or registration with, any United States federal or state governmental or regulatory authority is required to be made or obtained by the Purchaser in connection with the execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated hereby.

SECTION 4.04 *No Violations.* Assuming that the conditions set forth in Article 6 and otherwise established in this Agreement shall have been satisfied, the execution, delivery or performance of this Agreement by the Purchaser, the consummation by the Purchaser of the transactions contemplated hereby, and the compliance by the Purchaser with any of the provisions hereof, will not (a) conflict with or result in any breach of any provisions of the articles or certificate of incorporation, as the case may be, or bylaws of the Purchaser, (b) result in a violation or breach of, or constitute (with or without due notice or lapse of time) a default (or give rise to any right of termination, cancellation, acceleration, vesting, payment, exercise, suspension, or revocation) under any of the terms, conditions or provisions of any note, bond, mortgage, deed of trust, security interest, indenture, license, contract, agreement, plan or other instrument or obligation to which the Purchaser is a party or by which the Purchaser or the Purchaser's properties or assets may be bound or affected, (c) violate any order, writ, injunction, decree, statute, rule or regulation applicable to the Purchaser or the Purchaser's properties or assets, (d) result in the creation or imposition of any encumbrance on any asset of the Purchaser, or (e) cause the suspension or revocation of any permit, license, governmental authorization, consent or approval necessary for the Purchaser to conduct its business as currently conducted or as proposed to be conducted, except in the case of clauses (b), (c), (d), and (e) for violations, breaches, defaults, terminations, cancellations, accelerations, creations, impositions, suspensions or revocations that would not individually or in the aggregate have a Material Adverse Effect on the Purchaser's ability to complete the transactions contemplated by this Agreement.

SECTION 4.05 *Brokers.* The Purchaser either has not retained a broker in connection with the transactions contemplated by this Agreement or shall bear the cost of such broker.

SECTION 4.06 *Finances.* The Purchaser shall have as of the Closing cash of at least \$1,375,000.

## ARTICLE 5. COVENANTS

SECTION 5.01 *Notice of the Section 363/365 Order.* Debtors shall notify, as is required by the Bankruptcy Rules and the Bankruptcy Code, the Purchaser and all parties entitled to notice of all motions, notices and orders referenced under this Agreement, as modified by



orders in respect of notice which may be issued at any time and from time to time by the Bankruptcy Court.

SECTION 5.02 *Access and Information.* During normal business hours throughout the period prior to the Closing Date, each of the Sellers shall afford to the Purchaser and to the Purchaser's financial advisors, legal counsel, accountants, consultants, financing sources and other authorized representatives reasonable access to the books, records, properties and personnel of each such Seller, and shall furnish as promptly as practicable to the Purchaser any and all such information as the Purchaser reasonably may request, including all pleadings and other documents or schedules filed with the Bankruptcy Court or the Office of the United States Trustee.

SECTION 5.03 *Books and Records.*

(a) If the Purchaser wishes to dispose of or destroy any of the business records or files of the Business which are transferred to the Purchaser pursuant to this Agreement, it shall first give ten business days' prior written notice to the Sellers, and the Sellers shall have the right, at their option and expense, upon prior written notice to the Purchaser within such ten-day period, to take possession of such records and files within twenty days after the date of the notice from the Sellers.

(b) The Purchaser shall allow the Sellers and any of its then current partners, directors, officers, employees, counsel, representatives, accountants and auditors and any Trustee appointed in connection with the Bankruptcy Case (collectively, the "Sellers' Representatives"), at Sellers' expense, and ORBCOMM Global, L.P.'s general partner (the "General Partner") and any of its then current partners, directors, officers, employees, counsel, representatives, accountants and auditors (collectively, the "GP's Representatives"), at the General Partner's expense, access to all business records and files of the Sellers or the Business that are transferred to the Purchaser in connection herewith, which are reasonably required by such Sellers' Representatives to complete the Bankruptcy Case or for other valid business purposes or such GP's Representatives to prepare or file any tax returns or respond to any tax audits, disputes, litigation or other proceeding. Such access shall be provided during regular business hours and upon reasonable notice and the Seller's Representatives or the GP's Representatives, as the case may be, shall have the right to make copies of any such records and files; provided, however, that any such access or copying shall be had or done in such a manner so as not to unreasonably interfere with the normal conduct of the Purchaser's business or operations.

(c) This Section 5.03 shall be of no force and effect after (i) the Sellers' Bankruptcy Case is closed pursuant to a final decree of the Bankruptcy Court, in the case of the Sellers and the Sellers' Representatives, and (ii) three years from the Closing Date, in the case of the General Partner and the General Partner's Representatives.

SECTION 5.04 *Conduct of the Business.* Except as otherwise provided herein or authorized by the Bankruptcy Court prior to the date hereof and subject to the provisions of Section 7.02 with respect to the Regulatory Authorizations, from the date hereof until the Closing Date, the Sellers:

(a) shall conduct the Business in the ordinary course and shall use commercially reasonable efforts to preserve intact the Business and the Acquired Assets consistent with its resources;

(b) shall not take or agree to commit to take any action that they or any one of them knows would make any representation or warranty of such Seller hereunder inaccurate in any material respect at, or as of any time prior to, the Closing Date; and

(c) shall not take any action for the purpose of canceling or reducing its coverage under any existing insurance policies.

SECTION 5.05 *Notices of Certain Events.* The Sellers shall promptly notify the Purchaser of damage or destruction by fire or other casualty of any material Acquired Asset or in the event that any material Acquired Asset becomes the subject of any proceeding or, to the knowledge of any Seller, threatened proceeding for the taking thereof or any part thereof or of any right relating thereto by condemnation, eminent domain or other similar governmental action.

SECTION 5.06 *Bankruptcy Court Approval.*

(a) As promptly as practicable, the Debtors shall file a proposed order in form and substance reasonably satisfactory to the Purchaser with the Bankruptcy Court seeking the Bankruptcy Courts authorization of the Debtors sale of the Acquired Assets to the Purchaser pursuant to this Agreement and Sections 363 and 365 of the Bankruptcy Code, free and clear of all Liens in or on the Acquired Assets (including any and all "claims and interests" in the Assets within the meaning of Section 363(f) of the Bankruptcy Code), such that the Purchaser shall not, among other things, incur any liability as a successor to the Business and the Bankruptcy Courts' authorization of the Debtors' assumption of and assignment to, pursuant to Section 365 of the Bankruptcy Code, of the Section 365 Assumed Rights (the "Section 363/365 Order").

(b) The Purchaser and/or the Sellers shall promptly make any filings, take all actions, and use commercially reasonable efforts to obtain any and all other approvals and orders necessary or appropriate for consummation of the transactions contemplated hereby, subject to the Sellers' obligations to comply with any order of the Bankruptcy Court and other applicable law.

(c) In the event an appeal is taken, or a stay pending appeal is requested or reconsideration is sought, from the Section 363/365 Order, the Sellers shall immediately notify the Purchaser of such appeal or stay request. The Sellers shall also provide the Purchaser with written notice, (and copies of) any other or further notice of appeal, motion or application filed in connection with any appeal from or application for reconsideration of, either of such orders and any related briefs.

SECTION 5.07 *Schedule 1.03 Contracts.* If the Purchaser shall make a written election pursuant to Section 1.03, the Sellers and the Purchaser shall promptly make any amendment to the Assignment and Assumption Agreement necessary or advisable to effect the

assignment and assumption of such contract by the Purchaser. Until the earlier of the confirmation of the Plan or the Purchaser's written election to reject the Schedule 1.03 Contracts, no Seller shall take any action with respect to the Schedule 1.03 Contracts. Schedule 1.03 Contracts assumed pursuant to an election under Section 1.03 and this Section 5.07 shall be deemed to be Section 365 Assumed Rights for all purposes of this Agreement from and after the effective date of such assumption.

SECTION 5.08 *Extension of Closing Date.* In the event that, pursuant to Section 2.01(b), the Closing Date is extended, the Purchaser will be responsible for payment of all liabilities related to the funding of the Business in an amount equal to \$62,500.00 per day. Such amount will be due and payable no later than the business day immediately preceding the day to which such payment relates. Such amounts will be immediately due and payable pursuant to the terms of this Section 5.08 without notice thereof by the Sellers for all periods following the original Closing Date up to and including such extended Closing Date. If following the original Closing Date, this Agreement is terminated in accordance with Section 8.01, the Purchaser will be responsible for immediate payment of all liabilities related to the funding of the Business for all periods following the original Closing Date up to and including the effective date of such termination which have not already been paid. The Purchaser and the Sellers agree that the payment obligations set forth in this Section 5.08 are not a penalty. The Purchaser acknowledges that, but for the provisions of this paragraph, the Sellers would not have executed this Agreement.

SECTION 5.09 *Employee Matters.* The Purchaser agrees as of the Closing, it will extend offers of employment to all of the then active employees of the Sellers ("Sellers' Employees"). The Purchaser will provide each Seller Employee who accepts such job offer with accrued vacation equal to that which such Seller Employee had with the Seller immediately prior to the Closing. For the period beginning as of the Closing Date and ending as of the date which is 180 days following the Closing Date, Purchaser will make available to all Seller Employees who accept its offer of employment, employee benefits, plans, programs and arrangements which are substantially equivalent in the aggregate to those which were available to such Seller Employees from the Seller immediately prior to the Closing. Without limiting the foregoing, the Purchaser will provide all such Seller Employees with severance benefits equal to or greater than those provided by the Seller immediately prior to the Closing.

SECTION 5.10 *Additional Matters.* Subject to the terms and conditions herein, except as provided by the Bankruptcy Code, the Bankruptcy Rules or any other orders entered or approvals or authorizations granted by the Bankruptcy Court in the Bankruptcy Case, including any order contemplated by Section 8.01(ii) hereof, each of the parties hereto agrees to use all commercially reasonable efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable, including under applicable laws and regulations, to consummate and make effective the transactions contemplated by this Agreement, including using all commercially reasonable efforts to obtain all necessary waivers, consents and approvals required with respect to its obligations under this Agreement.

SECTION 5.11 *Further Assurances.* In addition to the provisions of this Agreement, from time to time after the Closing Date, the Sellers and the Purchaser shall use all commercially reasonable efforts to execute and deliver such other instruments of conveyance,

transfer or assumption, as the case may be, and take such other actions as may be reasonably requested to implement more effectively the conveyance and transfer of the Acquired Assets to the Purchaser and the assumption of the Assumed Liabilities by the Purchaser in accordance with the Section 363/365 Order. The Purchaser and the Sellers hereby irrevocably consent to the personal and subject-matter jurisdiction of the Bankruptcy Court for all purposes necessary to effectuate this Section 5.11. The Sellers shall seek to include in any plan of reorganization in the Bankruptcy Case supported by it, provision for retained jurisdiction of the Bankruptcy Court to effectuate this Section 5.11, and shall use commercially reasonable efforts to oppose any such plan of reorganization which fails to include such provisions.

SECTION 5.12 *Filing of Plan.* As promptly as practicable, the Debtors shall file with the Bankruptcy Court the Plan and a disclosure statement in connection therewith, each of which shall be in form and substance satisfactory to the Debtors, the Purchaser, Teleglobe, the Committee and Orbital. The Debtors shall diligently pursue confirmation and consummation of the Plan on the earliest practicable date.

SECTION 5.13 *Orbital Equity Issuance.* (a) Subject to the conditions set forth in paragraph (b), (c) and (d) below, Purchaser shall issue to Orbital an equity interest in the Purchaser that shall represent on a fully-diluted basis as of the Closing Date forty percent (40%) of the issued and outstanding units of the Purchaser (each representing fractional portions of the membership interests in the Purchaser) as of the Closing.

(b) The obligation of Purchaser pursuant to paragraph (a) above is subject to the satisfaction of the following conditions:

(i) An order of the Bankruptcy Court confirming the Plan and the consummation of the transactions contemplated thereby shall have been entered and shall have become final.

(ii) The conditions in Section 6.02(h) shall have been satisfied.

(iii) Orbital shall have issued the \$6,500,000 of Orbital common stock to the Debtor's estate pursuant to the terms of the Plan.

(iv) Orbital shall have entered into a satellite procurement agreement with Purchaser in form and substance satisfactory to both parties (the "Satellite Procurement Agreement") which shall provide Purchaser with an option, exercisable by Purchaser through the end of the calendar year 2001, to purchase a satellite launch vehicle, six satellites and two propulsion rings at a fixed price of \$56,750,000. The Satellite Procurement Agreement shall provide for the satellites' design performance and technical specifications to be substantially similar to those of the Debtor's existing satellites in the B, C and D planes and as set forth in the 1999 Procurement Agreement between the Debtor and Orbital (including without limitation with respect to quality, testing, customer reviews and inspections and orbit insertion accuracy). Launch under the Satellite Procurement Agreement shall take place twenty-four (24) months after International Licensees' exercise of the option thereunder.

(v) Orbital shall have entered into a services agreement with Purchaser in form and substance satisfactory to both parties (the "Services Agreement"), which shall provide for Orbital's provision to Purchaser of engineering services, technical support, operational assistance and know-how in connection with the ORBCOMM system.

(vi) The conditions in Section 6.02(d) shall have been satisfied.

(vii) OCC shall be in compliance in all material respects with the terms of the ORBCOMM System Construction and Operations Agreement.

(viii) OCC and/or Orbital shall be in compliance in all material respects with their respective obligations to assist and cooperate in obtaining the requisite governmental and regulatory approvals in connection with the OCC Asset Purchase Agreement.

(ix) OCC and Orbital shall be in compliance in all material respects with their respective obligations under the Lock-up Agreement.

(x) The Closing shall have occurred.

(xi) The Sellers shall be in compliance in all material respects with its post-closing obligations under this Agreement under Sections 5.07, 5.10, 5.11 and Article 7.

(c) Cash investments in the Purchaser (to be used solely for the purposes of funding operational and capital requirements of the Purchaser) up to an aggregate of all cash investments in the Purchaser of \$9,000,000 (inclusive of the \$125,000 invested in the Purchaser prior to the Closing) shall not dilute the percentage of the ownership interest of the Purchaser delivered to Orbital pursuant to paragraph (a) above. Purchaser agrees to do or cause to be done all such things as are necessary to effectuate the provisions of this Section 5.13(c), including issuing additional units to Orbital.

(d) Simultaneously with the delivery of the equity interests of the Purchaser to Orbital, Orbital shall become subject to the Limited Liability Company Agreement of Purchaser and shall execute a Registration Rights Agreement with Purchaser, each in form and substance satisfactory to the parties thereto.

## ARTICLE 6. CONDITIONS PRECEDENT

SECTION 6.01 *Conditions Precedent to Obligation of the Sellers.* The obligation of the Sellers to effect the transactions contemplated by this Agreement shall be subject to the satisfaction or waiver at or prior to the Closing Date of the following additional conditions:

(a) the Purchaser shall have performed in all material respects its obligations under this Agreement required to be performed by the Purchaser at or prior to the Closing Date; and

(b) the representations and warranties of the Purchaser contained in this Agreement shall be true and correct in all material respects as of the Closing Date as if made at and as of such date except as otherwise contemplated by this Agreement.

(c) no action, suit or proceeding shall have been instituted or, to the knowledge of Sellers, threatened before any court, administrative agency of any federal, state or local jurisdiction or any arbitrator which would enjoin, restrain or prohibit, or might result in a material adverse effect on the Business of the Company, this Agreement or the consummation of the transactions as contemplated by this Agreement, and no order shall have been entered in any action or proceeding instituted by any party which enjoins, restrains, or prohibits this Agreement or the consummation of the transactions as contemplated by this Agreement.

SECTION 6.02 *Conditions Precedent to Obligation of the Purchaser.* The obligation of the Purchaser to effect the transactions contemplated by this Agreement shall be subject to the satisfaction or waiver of the following additional conditions on or prior to 3:00 p.m. Monday, April 23, 2001 (except for the condition set forth in (p) which must be satisfied or waived on or prior to 7:00 pm. on April 23, 2000):

(a) each of the Sellers shall have performed in all material respects its respective obligations under this Agreement required to be performed by each such Seller at or prior to the Closing;

(b) the representations and warranties of each Seller contained in this Agreement shall be true in all material respects as of the date hereof and on and as of the Closing.

(c) Except with respect to actions or threatened actions disclosed to Purchaser as of or prior to the date hereof and the actions of Satcom LLC, no action, suit or proceeding shall have been instituted or, to the knowledge of Purchaser, threatened before any court, administrative agency of any federal, state or local jurisdiction or any arbitrator at or prior to the Closing which would enjoin, restrain or prohibit, or might result in a material adverse effect on the Purchaser, this Agreement or the consummation of the transactions as contemplated by this Agreement, or which would, in the reasonable judgment of Purchaser, make it inadvisable to consummate such transaction, and no order shall have been entered in any action or proceeding instituted by any party which enjoins, restrains or prohibits this Agreement or the consummation of the transactions as contemplated by this Agreement.

(d) if Purchaser shall have elected to exercise its option with respect to the Headquarters Sublease and/or the Control Center Sublease, Orbital shall have entered into each of the Headquarters Sublease and/or the Control Center Sublease with the Purchaser, in each case, in form and substance satisfactory to the Purchaser.

(e) OCC shall have executed and delivered to the Purchaser, in form and substance satisfactory to the Purchaser, a letter agreement pursuant to which (A) OCC agrees to defer any and all cure amounts in connection with the ORBCOMM System

Construction and Operations Agreement and any fee under Section 3.2(b) thereof until Plan Confirmation and (B) OCC agrees to waive such cure amounts and such fee upon Plan Confirmation and thereafter.

(f) ORBCOMM Global, L.P. shall have executed and delivered to Purchaser, in form and substance satisfactory to Purchaser, a System Construction and Operation Agreement providing Purchaser with rights to construct, operate, and market the output capacity of all radio spectrum rights and all related facilities authorized by any Regulatory Authorization held by ORBCOMM Global, L.P.

(g) ORBCOMM Canada, Inc. shall have executed and delivered to Purchaser, in form and substance satisfactory to Purchaser, a System Construction and Operation Agreement providing Purchaser with rights to construct, operate, and market the output capacity of all radio spectrum rights and all related facilities authorized by any Regulatory Authorization held by Orbcomm Canada, Inc.

(h) OCC shall have executed and delivered the OCC Asset Purchase Agreement providing for, subject to requisite prior governmental approvals and subject to OCC's receipt of the FCC License Consideration, the transfer to NewCo II of the FCC licenses and pending FCC license applications under FCC Call Signs S2103, E940534, E940535, E940536, E940537, E940538, and any other such FCC licenses or pending license applications held or filed by OCC, relating to the construction, launch, or operation of the ORBCOMM satellite system.

(i) Teleglobe shall have executed and delivered to the Purchaser the Teleglobe Side Letter.

(j) Teleglobe, Orbital, the Committee and the Requisite Noteholders shall have consented to the OCC Asset Purchase Agreement.

(k) the Requisite Noteholders shall have irrevocably waived the provisions of Section 4.15 (and any other relevant provision) of the Indenture for the Senior Notes in connection with the OCC Asset Purchase Agreement and undertaken all action, if any, necessary under the Bond Indenture in order to effectuate such waiver.

(l) OCC shall have prepared and delivered to Purchaser signed copies of, and furnished all appropriate information with respect to, all appropriate applications with all appropriate governmental and regulatory entities for all governmental and regulatory approvals and authorizations necessary or advisable in connection with the transfer of the FCC license and license applications referred to in clause (h) above as requested by Purchaser.

(m) At the Purchaser's sole expense (except with respect to their respective attorneys' fees), Teleglobe Mobile Partners ("Teleglobe Mobile") and the Debtors shall have prepared and delivered to the Purchaser signed copies of, and furnished all appropriate information with respect to, all appropriate applications with all appropriate governmental and regulatory entities for all governmental and regulatory approvals and

authorizations necessary or advisable for the transfer of the Acquired Assets (including any licenses) as requested by the Purchaser.

(n) each of the Debtors, Teleglobe, the Committee, Orbital, the Requisite Noteholders, OCC and International Licensees, LLC ("International Licensees") shall have executed and delivered the Lock-Up Agreement.

(o) each of the Debtors, Teleglobe, the Committee, Orbital, OCC and International Licensees shall have agreed to the terms of the Plan in writing.

(p) The Section 363/365 Order (i) shall have been signed by the Bankruptcy Court, (ii) shall contain a finding that the Purchaser has acted in "good faith" and is entitled to the protections of Section 363(m) of the Bankruptcy Code and that the transactions contemplated hereby otherwise satisfy the provisions of Section 363 of the Bankruptcy Code, and (iii) shall not have been modified, amended, vacated, reversed or stayed.

(q) there shall exist no material violations by the Sellers of federal, state, local or foreign laws, statutes, regulations or codes of any kind or nature whatsoever that would materially adversely affect the value of the Acquired Assets after the Closing.

## ARTICLE 7. REGULATORY AUTHORIZATIONS

SECTION 7.01 *Transfer of Regulatory Authorizations.* Notwithstanding any other provision of this Agreement, no assignment of any Regulatory Authorization shall be consummated by the parties without prior receipt of all requisite prior Final Governmental Approval. Each of the Sellers and the Purchaser shall cooperate and do or cause to be done, all acts or things necessary or advisable, the reasonable determination of the Purchaser, to consummate the assignment to Purchaser or its designee of any Regulatory Authorization as soon as possible following receipt of such Final Governmental Approval (but in no event more than three (3) business days after receipt of each applicable Final Governmental Approval.)

SECTION 7.02 *Filing of Governmental Applications.* (a) At the Closing, any of the Sellers that is the holder of one or more of the Regulatory Authorizations, or any other Acquired Asset, the consummation of the transfer of which hereunder is subject to prior receipt of requisite Final Governmental Approval, shall have, at Purchaser's request, prepared and delivered to Purchaser in form reasonably satisfactory to the Purchaser, signed copies of, and furnished all appropriate information with respect to, all requisite applications, together with all requisite Seller exhibits, attachments, and related submissions (the "Governmental Application"), as deemed necessary or advisable at the reasonable determination of the Purchaser, to request and obtain requisite prior Final Governmental Approval for the assignment of the Regulatory Authorization to Purchaser or its designee. The Sellers and the Purchaser shall diligently take all steps that are necessary, proper, or desirable in the reasonable determination of the Purchaser to expedite the prosecution of the Governmental Application(s) to a favorable conclusion. The Sellers and the Purchaser shall promptly provide each other with a copy of any pleading, order or other document served on it relating to any Regulatory Authorization or the Governmental



Application(s), shall timely furnish all information required by the FCC or other requisite governmental authority, and shall be represented in all proceedings and at all meetings or hearings relating in any way to the Regulatory Authorizations or the Governmental Application(s); provided that following the Closing Date, the all of the costs of Seller's compliance following the Closing Date with the foregoing obligations will be borne by Purchaser.

(b) Prior to receipt of a requisite Final Governmental Approval relating to any Regulatory Authorization to be transferred hereunder, none of the Sellers shall, without the prior written consent of Purchaser, attempt or take any action with respect to that Regulatory Authorization to: (i) sell, lease, transfer or agree to sell, lease or transfer, said Asset to any person or entity other than Purchaser or License Assignee; or (ii) amend, terminate or, by any act or omission, breach or default on any or enter into any, contract, lease or agreement with any third party with respect to said Asset.

(c) Without limiting the foregoing until such time as the transfer of the Regulatory Authorizations agreed to hereunder are consummated by the parties: (i) the Sellers shall continue, at the Purchaser's direction and expense, to take all actions (other than actions for which the Purchaser, OGLP Acquisition Sub II Corp. or other designees of Purchaser shall be responsible in connection with the Section 365 Assumed Rights) necessary to maintain and preserve the legal effectiveness and validity of all rights granted pursuant to the Regulatory Authorizations, which actions shall include, without limitation, the timely filing of all requisite reports or certifications, and the timely payment of all requisite governmental fees, assessments or other payment obligations of any form; and (ii) the Sellers shall cooperate with Purchaser with respect to each of the foregoing matters in this Section 7.02, provide Purchaser with copies of all material items of correspondence relating thereto, and provide Purchaser with copies of all documents, reports, analyses or other items relating thereto reasonably requested by Purchaser.

## ARTICLE 8. TERMINATION, AMENDMENT AND WAIVER

### SECTION 8.01      *Termination.*

This Agreement may be terminated:

(i) by mutual written agreement of the Sellers and the Purchaser prior to the Closing Date;

(ii) by the Sellers or the Purchaser if a competing bidder is selected as purchaser of the Acquired Assets in accordance with Sellers' obligations under the Bankruptcy Code and related law and approved by the Bankruptcy Court;

(iii) at any time before 3:00 p.m., Monday, April 23, 2001, by the Purchaser if any of the conditions set forth in Sections 6.02(d)-(k), (n)-(o) have

not been satisfied or waived by the Purchaser, provided that the Purchaser is not then in breach of this Agreement;

(iv) at any time before the Closing, by the Purchaser if any of the condition set forth in Sections 6.02(a), (b), (c), (l), (m) and (q) shall not have been satisfied or waived by the Purchaser, provided the Purchaser is then not in breach of this Agreement;

(v) at any time before the Closing, by the Sellers if any of the conditions set forth in Section 6.01 shall have become incapable of fulfillment or cure and shall not have been waived by the Seller, provided that the Sellers are not then in breach of this Agreement;

(vi) at any time after April 23, 2001, by either the Purchaser or the Sellers if the Closing fails to occur on or before such date and the Closing Date shall not have been extended pursuant to Section 2.01(b); or

(vii) at any time after 9:00p.m. on Monday April 23, 2001, by the Purchaser if by such date the Section 363/365 Order has not been signed by the court presiding over the Bankruptcy Cases.

SECTION 8.02 *Effect of Termination.* If this Agreement is terminated under Section 8.01, written notice thereof will forthwith be given to the other party and this Agreement shall thereafter become void and have no further force and effect and, except for those provisions that expressly survive the termination of this Agreement, all further obligations of the Sellers and the Purchaser to each other under this Agreement shall terminate without further obligation or liability of the Sellers or the Purchaser to the other, except that each party shall return (or at the request of the other party, destroy) all documents, workpapers and other material of any other party relating to the transactions contemplated by this Agreement, whether so obtained before or after the execution of this Agreement, to the party furnishing the same.

SECTION 8.03 *Termination Fee.* Subject to Bankruptcy Court approval, in the event of a termination of this Agreement pursuant to Section 8.01(ii) and at anytime after the date thereof a transaction is consummated with such competing bidder or any other bidder, the Sellers, jointly and severally, shall pay to the Purchaser an amount equal to the Deposit.

SECTION 8.04 *No Solicitation.* From and after the Sellers' receipt of the Deposit, the Sellers shall not solicit, initiate or take any action knowingly to facilitate the submission of any inquiries, proposals or offers (other than the transactions contemplated by this Agreement) relating to any transaction the consummation of which would or would reasonably be expected to impede, interfere with, prevent or materially delay the transactions contemplated hereby (a "Transaction Proposal"); provided the Sellers may enter into, participate in or cooperate with any discussions or negotiations with any person relating to a Transaction Proposal in response to an unsolicited inquiry related thereto.

**ARTICLE 9.**  
**GENERAL PROVISIONS**

SECTION 9.01 *Survival of Representations, Warranties, and Agreements.* No representations or warranties in this Agreement other than those set forth in Sections 3.01, 4.01 and 4.02 or in any instrument delivered pursuant to this Agreement shall survive beyond the Closing Date. The covenants and agreements contained in Sections 5.01, 5.03, 5.08, 5.09, 5.10, 5.11, 5.12, 5.13 and Article 7 and Article 9 shall survive the Closing. If this Agreement is terminated pursuant to Section 8.01, only the covenants and agreements contained in Section 8.03 and Article 9 shall survive such termination.

SECTION 9.02 *Transfer Taxes.* The Sellers shall seek in the order approving this Agreement a decretal paragraph which provides that in accordance with section 1146(c) of the Bankruptcy Code, the making or delivery of any instrument of transfer under a plan confirmed under section 1129 of the Bankruptcy Code shall not be taxed under any law imposing a stamp tax or similar tax. In the event stamp or similar taxes are required to be paid in order to consummate the transactions hereunder, or in the event any such taxes are assessed at any time thereafter, such taxes (including any interest, penalties or other additions thereon) incurred as a result of the transactions contemplated hereby shall be paid by the Purchaser.

SECTION 9.03 *Notices.* All notices, claims, demands and other communications hereunder shall be in writing and shall be deemed given upon (a) confirmation of receipt of a facsimile transmission, (b) confirmed delivery by a standard overnight carrier or when delivered by hand, or (c) the expiration of three (3) business days after the day when mailed by registered or certified mail (postage prepaid, return receipt requested), addressed to the respective parties at the following addresses (or such other address for a party as shall be specified by like notice):

(a) If to the Purchaser, to

OGLP Acquisition Sub LLC  
7 East Ridgewood Avenue  
Paramus, New Jersey 07652

Telecopy: (201) 493-2041  
Attention: Don Franco and  
James Eagan

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

Chadbourne & Park LLP  
30 Rockefeller Plaza  
New York, New York 10112

Telecopy: (212) 541-5369  
Attention: Alejandro R. San Miguel

and

Walter Sonnenfeldt & Associates  
14732 Jaystone Drive  
Silver Spring, Maryland 20905

Telecopy: (301) 384-6603  
Attention: Walter H. Sonnenfeldt

and

(b) If to the Sellers, to:

ORBCOMM Global, L.P.  
21819 Atlantic Boulevard  
Dulles, Virginia 20166

Telecopy: 703 433-6868  
Attention: Scott Webster

with copies (which shall not constitute notice) to:

Latham & Watkins  
555 11th Street, N.W.  
Washington, D.C. 20004

Telecopy: 202-637-2201  
Attention: John D. Watson, Jr.

and

Morris, Nichols, Arsht and Tunnell  
1201 N. Market St.  
Wilmington, DE 19899-1347

Telecopy: 302-658-3989  
Attention: Derek Abbott

SECTION 9.04 *Descriptive Headings; Certain Terms.* The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All references to "\$" or dollars shall be to United States dollars and all references to "days" shall be to calendar days unless otherwise specified.

SECTION 9.05 *Entire Agreement; Assignment.* This Agreement (including the Exhibits, and the other documents and instruments referred to herein) (a) constitutes the entire

agreement and supersedes all other prior agreements and understandings, both written and oral, among the parties or any of them, with respect to the subject matter hereof, including any transaction between or among the parties hereto and (b) shall not be assigned by operation of law or otherwise.

SECTION 9.06 *Governing Laws.* This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware and the United States of America without regard to the rules of conflict of laws thereof. Except to the extent that primary jurisdiction resides in the FCC, the Purchaser and each of the Sellers irrevocably and unconditionally consent to submit to the jurisdiction of the Bankruptcy Court for any litigation arising out of or relating to this Agreement and the transactions contemplated thereby (and agree not to commence any litigation relating thereto except in the Bankruptcy Court; provided that such court has jurisdiction and accepts such litigation).

SECTION 9.07 *Expenses.* Except as set forth in this Agreement, whether or not the transactions contemplated by this Agreement are consummated, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such expenses. The foregoing shall not affect the legal right, if any, that any party hereto may have to recover expenses from any other party that breaches its obligations hereunder.

SECTION 9.08 *Amendment.* This Agreement and the Exhibits and Schedules hereto may not be amended except by an instrument in writing signed on behalf of all the parties hereto or except as expressly provided herein.

SECTION 9.09 *Waiver.* At any time prior to the Closing, the parties hereto may (a) extend the time for the performance of any of the obligations or other acts of the other parties hereto, (b) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto, and (c) waive compliance with any of the agreements or conditions contained herein. Any agreement on the part of a party hereto to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such party.

SECTION 9.10 *Counterparts; Effectiveness.* This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement. This Agreement shall become effective when each party hereto shall have received counterparts thereof signed by all the other parties hereto.

SECTION 9.11 *Severability; Validity; Parties of Interest.* If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to other Persons or circumstances, shall not be affected thereby, and to such end, the provisions of this Agreement are agreed to be severable. Nothing in this Agreement, express or implied, is intended to confer upon any Person not a party to this Agreement any rights or remedies of any nature whatsoever under or by reason of this Agreement; provided, however, that Orbital shall be a party hereto only with respect to the provisions of Section 5.13, Article 9 and Article 10 and shall have no rights or remedies of any nature whatsoever under any other provisions hereof.

SECTION 9.12 *Bulk Sales.* The Purchaser hereby waives compliance by the Sellers with any bulk sales or other similar laws in any applicable jurisdiction in respect of the transactions contemplated by this Agreement.

SECTION 9.13 *Bankruptcy Court Approval.* The obligations of each of the Debtors hereunder are subject to Bankruptcy Court approval.

## ARTICLE 10. DEFINITIONS

SECTION 10.01 *Defined Terms.* As used herein, the terms below shall have the following meanings.

"**Acquired Assets**" means the Section 363 Assigned Assets (including, without limitation, as set forth on Schedule 1.01(a), the Section 365 Assumed Rights, the Intellectual Property and the Schedule 1.03 Contracts assumed pursuant to Section 1.03, if any.

"**Agreement**" has the meaning set forth in the Preamble.

"**Assets**" has the meaning set forth in Section 1.01(a).

"**Assignment and Assumption Agreement**" means the Assignment and Assumption Agreement between Sellers and Purchasers, in substantially the form attached hereto as Exhibit A.

"**Assumed Liabilities**" has the meaning set forth in Section 2.02(b).

"**Bankruptcy Case**" has the meaning set forth in the Recitals.

"**Bankruptcy Code**" has the meaning set forth in the Recitals.

"**Bankruptcy Court**" has the meaning set forth in the Recitals.

"**Bankruptcy Rules**" means the Federal Rules of Bankruptcy Procedures, as amended.

"**Bill of Sale**" means the Bill of Sale entered into by the Seller in substantially the form attached hereto as Exhibit B.

"**Business**" has the meanings set forth in the recitals.

"**Closing**" has the meaning set forth in Section 2.01.

"**Committee**" means the Official Committee of Unsecured Creditors of the Seller.

"**Closing Date**" has the meaning set forth in Section 2.01.

**"Control Center Sublease"** means a sublease between Purchaser and Orbital in connection with the Orbital headquarters building located at 21700 Atlantic Boulevard, Dulles, Virginia pursuant to which Purchaser will sublease the 3rd floor (and any additional space to be agreed upon between Purchaser and Orbital) of such building for a term until April 30, 2005 (subject to Purchaser's right to cancel upon not less than six months' notice and place such space in the same shape as provided under the prime lease for such space) and pay rent and other costs equal in amount to the rent and other costs Orbital is obligated to pay to its lessor in connection with such space.

**"Conveyance Documents"** has the meaning set forth in Section 2.02(a)(x).

**"Debtor Seller"** has the meaning set forth in the Preamble.

**"Deposit"** has the meaning set forth in Section 1.07.

**"Designated Bankruptcy Costs"** means all out of pocket fees and expenses incurred or owed in connection with the administration of the Bankruptcy Case including the U.S. Trustee fees, the fees and expenses of attorneys, accountants, financial advisors, consultants and other professionals retained by the Seller, the creditors' committee, or the postpetition lender incurred or owed in connection with the administration of the Bankruptcy Case (but specifically excluding ordinary course professionals as authorized by the Bankruptcy Court), and all out of pocket expenses of the Seller in connection with the transactions contemplated under this Agreement.

**"Environmental Laws"** means any laws governing the environment together with their implementing regulations, and all foreign, federal, state, regional, county, municipal and other local laws, regulations and ordinances that purport to regulate any substance, material or waste listed or defined as hazardous or toxic under any applicable law.

**"Executory Contracts"** means the executory contracts and unexpired leases of the Sellers.

**"Excluded Assets"** has the meaning set forth in Section 1.02.

**"Excluded Contracts"** means the Executory Contracts other than the Section 365 Assumed Rights and the Executory Contracts set forth on Schedule 1.03.

**"Excluded Liabilities"** has the meaning set forth in Section 1.06.

**"FCC"** shall mean the United States Federal Communications Commission.

**"Final Governmental Approval"** shall mean that final governmental action relating to a Governmental Application shall have been taken (including action duly taken, pursuant to delegated authority), which shall not have been reversed, stayed, enjoined, set aside, annulled or suspended; with respect to which no timely request for stay, petition to deny, petition for rehearing, or appeal of any kind shall be pending; and

as to which the time for filing any such request, petition, appeal of any kind shall have expired or otherwise terminated.

**"General Partner"** has the meaning set forth in Section 5.03(b).

**"Governmental Application"** has the meaning set forth in Section 7.02(a).

**"GP's Representatives"** has the meaning set forth in Section 5.03(b).

**"Headquarters Sublease"** means a sublease between Purchaser and Orbital in connection with the ORBCOMM headquarters building located at 21819 Atlantic Boulevard, Dulles, Virginia pursuant to which Purchaser will sublease space to be mutually agreed between Orbital and Purchaser on a month-to-month basis and pay rent and other costs equal in amount to the rent and other costs Orbital is obligated to pay to its lessor in connection with such space.

**"including"** shall always be read as "including without limitation."

**"Indenture"** means the Indenture, dated as of August 7, 1996 among ORBCOMM Global, L.P., ORBCOMM Global Capital Corp., as Insurers, OCC, Teleglobe Mobile Partners, ORBCOMM USA, L.P. and ORBCOMM International Partners, L.P., as Guarantors, and Marine Midland Bank, as Trustee, as amended and restated on February 5, 1999, in connection with the Senior Notes.

**"Intellectual Property"** means all trademarks, service marks, trade names, logos, domain names, URL's, computer software, mask work, invention, patent, trade secret, copyright, technology, processes, inventions, proprietary data, formulae, research and development data, computer software programs, know-how (including any registrations or applications for registration of any of the foregoing) or any other similar type of proprietary intellectual property right owned or licensed by the Sellers and used or held for use in the Business.

**"International Licensees"** has the meaning set forth in Section 6.02(a).

**"knowledge"** or **"known"** means, with respect to the Seller, the actual knowledge of Scott Webster and Carol Hanna.

**"Leases"** has the meaning set forth in Section 1.01(b).

**"License Assignee"** has the meaning set forth in Section 7.02(a).

**"Lien"** means, as to the Acquired Assets, liens, claims, encumbrances, pledges, security interests, charges, options, setoffs, recoupment rights and other interests in respect of any Acquired Asset.

**"Lock-Up Agreement"** means a lock-up agreement, satisfactory in form and substance to Purchaser to be executed by the Debtors, Teleglobe, the Committee, Orbital,



OCC, the Requisite Noteholders and International Licensees and consistent with the Plan which shall contain the terms set forth on Exhibit C.

**"Material Adverse Effect"** means any event, condition or matter in respect of the operation of the Business, the Acquired Assets and the Assumed Liabilities that in the aggregate will result in or have a material adverse effect on the Acquired Assets, the Assumed Liabilities, or the ability of the Purchaser to operate the Business after the Closing.

**"Note"** means the secured promissory notes of Purchaser in the aggregate principal amount of \$1,750,000 and \$5,000,000, respectively, in the form mutually agreeable to the parties.

**"OC Operation Agreement"** means the System Construction and Operating Agreement to be entered into by the Purchasers and ORBCOMM Canada pursuant to the terms hereof.

**"OCC"** means Orbital Communications Corporation.

**"OCC Asset Purchase Agreement"** means the Asset Purchase Agreement between OCC and Purchaser (or its designee) substantially in the form attached hereto as Exhibit D.

**"OGLP Operating Agreement"** means the System Construction and Operating Agreement to be entered into by the Purchaser and ORBCOMM Global, L.P. pursuant to the terms hereof.

**"ORBCOMM Canada"** has the meaning set forth in the Preamble.

**"ORBCOMM System Construction and Operations Agreement"** shall mean the agreement, dated as of January 26, 2000, by and between OCC and ORBCOMM Global, L.P.

**"Orbital"** means Orbital Sciences Corporation.

**"Orbital Affiliates"** means Orbital and its affiliates, including without limitation, OCC, McDonald, Dettwiler and Associates, Ltd. and Magellan Corporation.

**"Person"** means an individual, corporation, partnership, limited liability company, association, trust or other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

**"Plan"** shall mean the consensual liquidating plan of the Debtors to be filed with the Bankruptcy Court pursuant to Section 5.12 hereof and which shall contain, among other things the terms substantially as set forth in as Exhibit F attached hereto and the Lock-up Agreement.

**"Plan Confirmation"** means the entry of an order of the Bankruptcy Court confirming the Plan.

**"Purchase Price"** has the meaning set forth in Section 1.07.

**"Purchaser"** has the meaning set forth in the Preamble.

**"Real Property"** has the meaning set forth in Section 3.04(a).

**"Regulatory Authorization"** shall mean any license or any other form of governmental authorization now held by, or requested in a pending governmental application filed by, any of the Debtor entities, or by ORBCOMM Canada, or any subsidiary or affiliate controlled thereby, relating in any way to the construction, launch or operation of any element of the ORBCOMM satellite system, including without limitation, each of those certain FCC licenses issued to Orbcomm Global, L.P. under FCC Call Signs E990057, E990058, E990059, E990060, E990061, and that certain 'Spectrum License' issued to Orbcomm Canada under Industry Canada File 6208-2-4, but excluding WPQR467, WPQR468, WPQR469 and WPQR470.

**"Requisite Noteholders"** means holders of no less than 51% of the face amount of the Debtors 14% Senior Notes due 2004.

**"Satellite Procurement Agreement"** has the meaning set forth in Section 5.13(b)(iii).

**"Section 363 Assigned Assets"** has the meaning set forth in Section 1.01(a).

**"Section 365 Assumed Rights"** has the meaning set forth in Section 1.01(b).

**"Section 363/365 Order"** has the meaning set forth in Section 5.06(a).

**"Sellers"** has the meaning set forth in the Preamble.

**"Seller Employees"** has the meaning set forth in Section 5.09.

**"Sellers' Representatives"** has the meaning set forth in Section 5.03(b).

**"Senior Notes"** shall mean the 14% Senior Notes of the Debtors due 2004.

**"Services Agreement"** has the meaning set forth in Section 5.13(b)(v).

**"Teleglobe"** means Teleglobe Holding Corporation.

**"Teleglobe Affiliates"** means Teleglobe, Teleglobe Mobile and their respective affiliates (including, without limitation BCE Inc.)

**"Teleglobe Mobile"** has the meaning set forth in Section 6.02(1).

"**Teleglobe Side Letter**" means the letter agreement between Teleglobe and Purchaser substantially in the form of Exhibit E.

"**Taxes**" means all taxes, charges, fees, duties, levies or other assessments, however denominated, imposed by any federal, territorial, state, local or foreign government or any agency or political subdivision of any such government, which taxes shall include, without limiting the generality of the foregoing, income or profit, gross receipts, net proceeds, ad valorem, turnover, real and personal property (tangible and intangible), sales, use, franchise, excise, value added, stamp, leasing, lease, business license, user, transfer, fuel environmental, excess profits, occupational, interest equalization, windfall profits, severance and employees' income withholding, workers' compensation, and unemployment taxes, and other obligations of the same or of a similar nature to any of the foregoing (all including any interest, penalties or additions to tax related thereto imposed by any taxing authority).

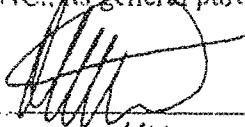
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IN WITNESS WHEREOF, the Seller and the Purchaser have caused this Agreement to be executed on their behalf by their officers thereunto duly authorized, as of the date first above written.


ORBCOMM GLOBAL, L.P.

By: TELEGLOBE MOBILE PARTNERS,  
its general partner


By: TELEGLOBE MOBILE INVESTMENTS  
INC., its general partner

By:   
Name: WILLIAM CALDWELL  
Title: ASSISTANT CORPORATE SECRETARY


ORBCOMM CORPORATION

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ORBCOMM HOLDING CORPORATION

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ORBCOMM INVESTMENT CORPORATION

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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


ORBCOMM GLOBAL, L.P.

By: TELEGLOBE MOBILE PARTNERS,  
its general partner

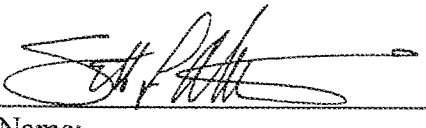
By: TELEGLOBE MOBILE INVESTMENTS  
INC., its general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


ORBCOMM CORPORATION

By:  \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ORBCOMM HOLDING CORPORATION


By:  \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ORBCOMM INVESTMENT CORPORATION


By:  \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ORBCOMM ENTERPRISES, L.P.


By: ORBCOMM ENTERPRISES  
CORPORATION,  
its general partner

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


ORBCOMM ENTERPRISES CORPORATION

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


ORBCOMM DIS CORPORATION

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ORBCOMM GLOBAL CAPITAL CORP.

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ORBCOMM CANADA INC.

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

OGLP ACQUISITION SUB LLC

By: \_\_\_\_\_

*Alan Law*

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, Orbital has caused this Agreement to be executed on its behalf by its officer thereunto duly authorized, solely with respect to the agreements contained in Section 5.13, Article 9 and Article 10 hereof, as of the date first above written.

ORBITAL SCIENCES CORPORATION

By: *David E. Price*  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



Schedule 1.01(a)

**Section 363 Assigned Assets**

Sufficient components to substantially assemble seven (7) ORBCOMM Gateway Earth Stations, each consisting of two radomes, with enclosed VHF tracking antennae, and associated pedestals, controllers and radio equipment, and associated software.

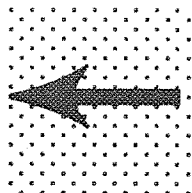
Sufficient components to substantially assemble three (3) ORBCOMM Gateway Control Centers, and associated software.

31.61% of the Common Stock of ORBCOMM Japan Ltd.

5.5% of the Common Stock of Korea ORBCOMM Ltd.

Gateway Earth Stations installed in:

- Arizona (ground under this Earth Station is owned)
  - Georgia (ground under this Earth Station is leased)
  - New York (ground under this Earth Station is owned)
  - Washington (ground under this Earth Station is leased)
- Low-earth orbit constellation consisting of 35 in-orbit satellites, 30 of which were operational on April 19, 2001.
  - Network Control Center equipment in Dulles, Virginia, in space leased from Orbital Sciences Corporation.
  - Subject to changes in the ordinary course of business, attached list of subscriber communicator and other related devices held in inventory.



**ORBCOMM Global, L.P.**  
**Units in Inventory**

<b>Stellar</b>	
AERIS-Tri Mode Tracking Kit	0
ST2500 (Mega)	300
ST2500 (w/GPS)	59
<b>Panasonic</b>	
KX-G7000	550
KX-G7001	160
KX-G7100	0
KX-G7101	0
Panatracker (KX-G7121) w/wo battery	315
<b>Scientific Atlanta</b>	
AMR - Fixed Sub. Commu. #577825	600
AMR - Power Board	5061
<b>Quake Wireless</b>	
Q1500 Development SC/kit	4
HE2500	2
<b>Quick Start</b>	
	125
<b>RoadWarrior</b>	
	13
<b>ORBCOMM Software</b>	
Leosphere 2.0	8
Interrogator	7
Interrogator CE	3
ODK	72
Orbmail	56
Panasonic Software Development Kit	8
<b>Magellan</b>	
GSC100	12
<b>Cushcraft</b>	
1/2 wave Mag mnt	13
1/2 wave Brck mnt	5
L Bracket	0
<b>Larsen</b>	
1/2 wave collapsible	96
Mag mount base	88
<b>Ball</b>	
VLPA Single Port/Active GPS	12
VLPA Dual Port/Passive GPS	3
<b>Hershman</b>	
Tri Mode antenna	24
Dual mode antenna	5

**Schedule 1.01(b)**

**Leases and Section 365 Assumed Rights**

**Schedule 1.01(b) Leases and Section 365 Assumed Rights**

**Schedule 1.02 Excluded Assets**

**Schedule 1.03 Executory Contracts Which May Be Assumed Post-Closing**

COMPANY NAME AND ADDRESSES	DESCRIPTION (CFO's)	ACTION*
FD Logistics, Inc. 2104-B Gallows Road Suite 1 Vienna, VA 22182	Consulting Agreement -- Attorney for Export Control	REJECT
GIT, Inc. 725 Galloway Drive Leesburg, VA 20175	Consulting Agreement -- Tech & Ops Program Control	REJECT
Cedarwood Associates International Cedarwood Lodge Cherrytree Lane Chalfont St. Peter Bucks SL9 9DQ United Kingdom	Consulting Agreement -- Regulatory Consultant	REJECT
Jansky/Barmat Telecommunications, Inc. 1899 L. Street NW Suite 1010 Washington, D.C. 20036.	Consulting Agreement -- Regulatory Consultant	REJECT
Partners Resource Group 12030 Sunrise Valley Drive Suite 120 Reston, VA 20191	Consulting Agreement -- Temp Agency Agreement for Accounting temp	REJECT
Tim Kloc 21029 Willowbrook Drive Ashburn, VA 20147	Consulting Agreement -- Former employee providing telephone hardware support	DEFER
Vince Anzalone 42662 Fairweather Court Ashburn, VA 20148	Consulting Agreement -- Switch software support	DEFER
Mark DeCoursey & Associates, Ltd. 5635 Sutherland Court Burke, VA 22015	Consulting Agreement -- Switch software support	DEFER
William English 3245 Rio Drive, #213 Falls Church, VA 22041	Consulting Agreement -- NMS software for gateways	DEFER
Robert Flannagan 41 Essex Square Sterling, VA 20164	Consulting Agreement -- Switch software	DEFER
Complete Network Solutions 8646 Cartwright Court, Manassas Park, VA 22111	Consulting Agreement -- Network Sun workstation administrator	DEFER
Bob Emmons 172 Hubbard Avenue Fredrica, Delaware 19946	Consulting Agreement -- Satellite Controller	DEFER

COMPANY NAME AND ADDRESSES	DESCRIPTION (CFO's)	ACTION*
ZeNETeX, LLC 6862 Elm Street, Suite 640 McLean, VA-22101	Consulting Agreement – Satellite Controllers	DEFER
Scott Justice 46 Bridle Court Charles Town, WV 25414	Consulting Agreement – Satellite Controller	DEFER
Steve Lingo 15261 Hyacinth Place Dumfries, VA 22026	Consulting Agreement – Satellite Controller	DEFER
Jeff Mayville Route 2, Box 936 Harpers Ferry, WV 25425	Consulting Agreement – Satellite Controller	DEFER
Michael McCullough 7618 Shreve Road Falls Church, VA 22043	Consulting Agreement – Satellite Controller	DEFER
Honeywell Technology Solutions Inc. 7000 Columbia Gateway Drive Columbia, MD 21046	Consulting Agreement – Satellite Controllers	DEFER
Sherry Free 10629 John Ayers Drive Fairfax, VA 22032	Consulting Agreement – Inactive	REJECT
Colleen Buck 7208 Cherwell Lane Alexandria, VA 22315	Consulting Agreement – Technical Writer	REJECT
Lexi Barrington 21870 Railway Terrace Sterling, VA 20166	Consulting Agreement –	DEFER
Tammie Dooley 806 Neville Court, S.E. Leesburg, VA 20175	Consulting Agreement – GCC Development	REJECT
Radhakrishman Nair 9717 Loch Linden Court Fairfax, VA 22032	Consulting Agreement - Gateway Software	DEFER
*Advanced Research Corporation 8195 Spire Court Colorado Springs, CO 80919	ORBCOMM Reseller Agreement	DEFER

COMPANY NAME AND ADDRESSES	DESCRIPTION (CFO's)	ACTION*
Advanced Technologies Support Group, Inc. 10075 Red Run Boulevard Suite 530 Owings Mills, MD 21117	ORBCOMM Reseller Agreement – Inactive	DEFER
Aeris Communications, Inc. 1245 S. Winchester Boulevard Suite 216 San Jose, CA 95128	Mutual Reseller Agreement	DEFER
Allied Signal Technical Services Corporation 7000 Columbia Gateway Drive Columbia, MD 21046	ORBCOMM Reseller Agreement – Inactive	DEFER
Ameraan, Inc. 9901 West 50th Avenue Wheat Ridge, CO 80033	ORBCOMM Reseller Agreement – Inactive	DEFER
American Millennium Corporation 1010 Tenth Street Suite 100, Golden, CO 80401	ORBCOMM Reseller Agreement	DEFER
American Technologies, Inc. 460 Cedar Street Fond du Lac, WI 54935	ORBCOMM Reseller Agreement – Inactive	DEFER
Andronics, Inc. 1330 Connecticut Ave., NW Washington, DC 20036	ORBCOMM Reseller Agreement	REJECT
Applied Digital Security, Inc. 1031 Bay Boulevard Suite F Chula Vista, CA 91911	ORBCOMM Reseller Agreement	DEFER
ARCO Global Tracking Systems, Inc. 3905 SW 110th Avenue Miami, FL 33165	ORBCOMM Reseller Agreement – Inactive	DEFER
ARINC, Inc. 2551 Riva Road Annapolis, MD 21401	ORBCOMM Reseller Agreement	DEFER
Automated Monitoring & Control International, Inc. 11819 Miami Street Omaha, NE 68164	ORBCOMM Reseller Agreement – Inactive	DEFER
Banlen Technology, Inc. 990 North Corporate Drive Suite 212 Harahan, LA 70123	ORBCOMM Reseller Agreement	DEFER
BellSouth Wireless Data, L.P. 10 Woodbridge Drive Woodbridge, NJ 07095	Reseller Agreement for ORBCOMM to resell BellSouth Services	DEFER

COMPANY NAME AND ADDRESSES	DESCRIPTION (CFO's)	ACTION*
BETA Corporation #9 2712-37 Avenue, NE Calgary, Alberta T2E 7E1 Canada	ORBCOMM Reseller Agreement	DEFER
BOATRACS, Inc. 6440 Lusk Boulevard Suite D201 San Diego, CA 92121-2778	ORBCOMM Reseller Agreement	DEFER
Caribbean Satellite Services, Inc. 100 N. Biscayne Boulevard Suite 2602 Miami, FL 33132	ORBCOMM Reseller Agreement	REJECT
Caribbean Technologies Corporation, Inc. P.O. Box 9022391 San Juan, PR 00902-2391	ORBCOMM Reseller Agreement	REJECT
Compugraphics Corporation 5577 Oakridge Drive Palm Harbor, FL 34683	ORBCOMM Reseller Agreement	DEFER
Corexco Consulting Services, Inc. 1985 55th Avenue Dorval, Quebec H9P 1G9 Canada	ORBCOMM Reseller Agreement	DEFER
Corp Ten International 100 West Road Suite 300 Towson, MD 21204	ORBCOMM Reseller Agreement	DEFER
Cross Country Global ITS Services Corp. 4040 Mystic Valley Parkway Boston, MA 02155	ORBCOMM Reseller Agreement	DEFER
Crosslink, Inc. 5665 Flatiron Parkway #400 Boulder, CO 80301	ORBCOMM Reseller Agreement	DEFER
Cybersensor.com Inc. 204 Point East Drive Nashville, TN 37216	ORBCOMM Reseller Agreement	DEFER
Data 2-V Inc. 60 Shore Drive Burr Ridge, Illinois 60521	ORBCOMM Reseller Agreement	DEFER
Dancer Communications 649 South Avenue Building 6 Secane PA 19018-3541	ORBCOMM Reseller Agreement	DEFER

COMPANY NAME AND ADDRESSES	DESCRIPTION (CFO's)	ACTION*
Dynasty Components, Inc. 1 Terence Mathews Crescent Kanata, Ontario Canada K2M 2G3	ORBCOMM Reseller Agreement	DEFER
DynCorp Information Systems, LLC 15000 Conference Center Drive Chantilly, VA 20151	ORBCOMM Reseller Agreement	DEFER
Echo Flight, Inc. 1327 Arapahoe Avenue Boulder, CO 80302	ORBCOMM Reseller Agreement	DEFER
Electronic Equipment Bank 323 Mill Street, NE Vienna, VA 22180	ORBCOMM Reseller Agreement	DEFER
Electronic Sensors Inc. 1611 West Harry Wichita, KS 67213	ORBCOMM Reseller Agreement	DEFER
ESL, LLC 2950 Westwind Court Anchorage, AK 99516	ORBCOMM Reseller Agreement	DEFER
Forest Technology Systems Ltd. 2924 East Jacklin Road Victoria, BC V9B 3Y5 Canada	ORBCOMM Reseller Agreement	DEFER
GE-Harris Railway Electronics, LLC 407 North John Rodes Blvd. Melbourne, FL 32934	ORBCOMM Reseller Agreement	DEFER
Geocom Inc. 1126 Chemin Saint-Louis Suite 400 Sillery, Quebec G1S 1E5 Canada	ORBCOMM Reseller Agreement	DEFER
Geotechnology Development, Inc. 2214 Rock Hill Road Suite 301 Herndon, VA 22070	ORBCOMM Reseller Agreement	DEFER
Globalkey, Inc. 411 Tejon Suite H Colorado Springs, CO 80903	ORBCOMM Reseller Agreement	DEFER
Globitrac, Inc. 100 Yordy Morton, IL 61550	ORBCOMM Reseller Agreement	DEFER
Hughes Global Services, Inc. 222 N. Sepuveda 22nd Floor El Segundo, CA 90245	ORBCOMM Reseller Agreement	DEFER



COMPANY NAME AND ADDRESSES	DESCRIPTION (CFO's)	ACTION*
HydroAlert Country Road 335 Denver City, TX 79323-0495	ORBCOMM Reseller Agreement	DEFER
IDA Corporation 1345 Main Avenue Fargo, ND 58103	ORBCOMM Reseller Agreement	DEFER
IDA Corporation 1345 Main Avenue Fargo, ND 58103	ORBCOMM Reseller Agreement	DEFER
Interprovincial Satellite Services, Ltd. 1435 40th Avenue NE, Suite 11 Calgary, Alberta T2E8N6 Canada	ORBCOMM Reseller Agreement	DEFER
Intrex Data Communications Corp. 3410 Main Street Dallas, TX 75226	ORBCOMM Reseller Agreement	DEFER
Komatsu America International Company 440 North Fairway Drive P.O. Box 8112 Vernon Hills, IL 60061-8112	ORBCOMM Reseller Agreement	DEFER
LEOCOMM Technologies Group, LLC 1209 Girard Drive Louisville, Kentucky 40222	ORBCOMM Reseller Agreement	DEFER
LJ &L Products 3175 US HWY 371 P.O. Box 635 Ringgold, LA 71068	ORBCOMM Reseller Agreement	DEFER
MCQ Associates, Inc. 1551 Forbes Street Suite 100 Fredericksburg, VA 22405	ORBCOMM Reseller Agreement	DEFER
MEITZ Electronics (US) Inc. 1802 N. Carson Street Suite 234 Carson City, NV 89701	ORBCOMM Reseller Agreement	DEFER
Metocean Data System, Inc. 21 Thornhill Drive Dartmouth, Nova Scotia B3B1R9 Canada	ORBCOMM Reseller Agreement	DEFER
Micrologic, Inc. 78 Fourth Avenue Waltham, MA 02451	ORBCOMM Reseller Agreement	DEFER

COMPANY NAME AND ADDRESSES	DESCRIPTION (CFO's)	ACTION*
Miletus Associates, Inc. 3876 Hawkins, N.E. Albuquerque, NM 87109-4539	ORBCOMM Reseller Agreement	DEFER
MobileNet, Inc. 1985 Birmingham Road Alpharetta, GA 30004	ORBCOMM Reseller Agreement	DEFER
Monico, Inc. 7500 Highway 71 West Suite 104 Austin, TX 78709	ORBCOMM Reseller Agreement	DEFER
Motorola, Inc. 8201 East McDowell Road Scottsdale, AZ 85257	ORBCOMM Reseller Agreement	DEFER
Murphy Management, Inc. d/b/a Frank W. Murphy, Mfr. 3131 South Sheridan Road Tulsa, OK 74145	ORBCOMM Reseller Agreement	DEFER
National Systems & Research Co., Inc. 5475 Mark Dabling Boulevard Suite 200 Colorado Springs, CO 80918-6803	ORBCOMM Reseller Agreement	DEFER
Northrop Grumman Corporation P.O. Box 17320 MS B-450 Baltimore, MD 21203-7320	ORBCOMM Reseller Agreement	DEFER
Operational Technologies Services, Inc. 1950 Old Gallows Road Suite 520 Vienna, VA 22182	ORBCOMM Reseller Agreement	DEFER
Orbital Sciences Corporation, ITS Group 21700 Atlantic Boulevard Dulles, VA 20166	ORBCOMM Reseller Agreement	REJECT
Personal Satellite Network, Inc. 10317 Amberleigh Court Manassas, VA 20110-6616	ORBCOMM Reseller Agreement	DEFER
Planned Systems International, Inc. 10632 Little Patuxent Parkway Suite 200 Columbia, MD 21044-3205	ORBCOMM Reseller Agreement	DEFER
Pole Star Space Applications, LLC 1 Norfolk Place London, W2 1QN England	ORBCOMM Reseller Agreement	DEFER

COMPANY NAME AND ADDRESSES	DESCRIPTION (CFO's)	ACTION*
QUAKE Wireless, Inc. 5575 Ruffin Road Suite 100 San Diego, CA 92123	ORBCOMM Reseller Agreement	DEFER
Response Services Center, LLC 1099 Winterson Road Linthicum, MD 21090	ORBCOMM Reseller Agreement	DEFER
Rogers Cantel, Inc. One Mt. Pleasant Road Toronto, Ontario M4Y 2Y5 Canada	Reseller Agreement for ORBCOMM to resell Rogers Cantel Services	DEFER
Safe Link Corporation 3825 Lake Austin Blvd. Suite 505 Austin, TX 78703	ORBCOMM Reseller Agreement	DEFER
SAIC Science Application International Corporation 10260 Campus Point Drive MS-G2 San Diego, CA 92121	ORBCOMM Reseller Agreement	DEFER
SASCO, Inc. 4101 C 12th Ave. Suite 2 Tampa, FL 33605	ORBCOMM Reseller Agreement	DEFER
SATCOM Global Communications, Inc. 968 W. Desert Broom Court Chandler, AZ 85248	ORBCOMM Reseller Agreement	DEFER
Sky Eye Railway Services International, Inc. Warrens Industrial Park City of Warrens St-Michael, Barbados	ORBCOMM Reseller Agreement	DEFER
Solutron, Inc. 1395 Piccard Drive Suite 308 Rockville, MD 20850	ORBCOMM Reseller Agreement	DEFER
SpaceTrac Limited Spacetrac House 10-12 Cecil Road, Hale Cheshire, WA159PA England	ORBCOMM Reseller Agreement	DEFER
Stanley Associates Inc. 300 N. Washington Street Alexandria, VA 22314	ORBCOMM Reseller Agreement	DEFER

COMPANY NAME AND ADDRESSES	DESCRIPTION (CFO's)	ACTION*
Startrak Piggging Technologies, Inc. 627 Sancrof Katy, TX 77450	ORBCOMM Reseller Agreement	DEFER
Stevens Water Monitoring System, Inc. 5464 SW Western Avenue Suite F Beaverton, OR 970751	ORBCOMM Reseller Agreement	DEFER
The Sutron Corporation 21300 Ridgetop Circle Sterling, VA 20166-6520	ORBCOMM Reseller Agreement	DEFER
Telemetry Technologies Corporation 400 Tower Place 3340 Peachtree Road Atlanta, GA 30326	ORBCOMM Reseller Agreement	DEFER
Titan Industries, Inc. 22335 Gosling Road Spring, TX 77389	ORBCOMM Reseller Agreement	DEFER
Titan Strategic Services, Inc. 2197 Mackenzie Place Woodbridge, VA 22191		DEFER
Truck.Net Inc. 545 East Elm Street Lebanon, MO 65536	ORBCOMM Reseller Agreement	DEFER
ViaSat (Scientific Atlanta) 4356 Communications Drive P.O. Box 685 Norcross, GA 30091-6850	ORBCOMM Reseller Agreement	DEFER
Communications Technology Inc. Room 3704 World Trade Center Korea World Trade Center 159 Samsung-dong, Kangnam-gu Seoul, 135-729 Korea	Subscriber Communicator Manufacturing Agreement	REJECT
Elisra dba Stellar Satellite Communications, Ltd. 48 Mivtza Kadesh Street Bene Beraq, 51203 Israel	Subscriber Communicator Manufacturing Agreement	DEFER
Kyushu Matsushita Electric Company (Panasonic) 1-62, 4-Chrome Minoshima Hakata-ku Fukoka 812 Japan	Subscriber Communicator Manufacturing Agreement	ASSUME
Magellan Corporation	Subscriber Communicator Manufacturing Agreement	DEFER

COMPANY NAME AND ADDRESSES	DESCRIPTION (CFO's)	ACTION*
QUAKE Wireless, Inc. 5575 Ruffin Road Suite 100 San Diego, CA 92123	Subscriber Communicator Manufacturing Agreement	DEFER
Satellite Smart Solutions Ltd. Technion Science Park - Nesher P.O. Box 212 Nesher 36601, Israel	Subscriber Communicator Manufacturing Agreement	DEFER
Viasat (Scientific Atlanta) 4356 Communications Drive P.O. Box 685 Norcross, GA 30091-6850	Subscriber Communicator Manufacturing Agreement	DEFER
Telital S.p.A. Viale Stazione de Prosecco, 5/b, 34010 Sgonico (Trieste), Italy	Subscriber Communicator Manufacturing Agreement	ASSUME
Torrey Science & Technology Corporation 9725 Scranton Road San Diego, CA 92121	Subscriber Communicator Manufacturing Agreement	REJECT
Sublandlord: Orbital Sciences Corporation 21700 Atlantic Blvd. Dulles, VA 20166  Landlord: Boston Properties Limited Partnership c/o Boston Properties, Inc. 500 E. Street, SW Washington DC 20024 Attn: Senior Vice President/Property Management (202) 488-8644(fax), with copy to: Boston Properties, Inc. 500 E. Street, SW Washington, D.C. 20024 Attn: Associate General Counsel (202) 554-4167 With copy to: Boston Properties, Inc. 8 Arlington Street Boston MA 02116 Attn: General Counsel (617) 536-4233	Sublease Agreement (ORBCOMM Headquarters Building at 21819 Atlantic Boulevard, Dulles, Virginia 20166)	REJECT

COMPANY NAME AND ADDRESSES	DESCRIPTION (CFO's)	ACTION*
<p>Sublandlord: Orbital Sciences Corporation 21700 Atlantic Blvd. Dulles, VA 20166</p> <p>Landlord: Transcontinental Realty Investors, Inc. at 645 Madison Ave. Suite 2200 New York, NY 10022</p>	<p>Sublease Agreement (3rd Floor of Orbital Headquarters Building at 21700 Atlantic Boulevard, Dulles, Virginia 20166. Used primarily to house the Network Control Center)</p>	REJECT
<p>Landlord: Mark E. Hinderer, John N. Hinderer and Paul N. Hinderer dba Hinderer Trio Partnership P.O. Box 367 Waterville, WA 98858</p>	<p>Lease Agreement (Washington GES)</p>	ASSUME
<p>N/A</p>	<p>Lease Agreement (Georgia GES)</p>	ASSUME
<p>Landlord: NOVA INDUSTRIAL LLC and VIRGINIA BOUND, LLC 5272 River Road Suite 370 Bethesda, MD 20816</p>	<p>Lease Agreement (Vantage PDL and office space)</p>	DEFER
<p>Landlord: MIDMOST, LLC 5646 Buckeystown Pike Frederick, MD 21704 With copies to Jim Mackintosh</p>	<p>Lease Agreement (Back-Up NCC)</p>	DEFER
<p>Landlord: Baronwood Associates Limited Partnership 2 Pidgeon Hill Drive Suite 110 Sterling VA 20165</p>	<p>Lease Agreement (Baronwood, storage space)</p>	REJECT
<p>Subtenant - Maingate.com, Inc. 607 Herndon Parkway Herndon, VA 20171</p> <p>Landlord: NV Commercial Incorporated 8230 Leesburg Pike Suite 500 Vienna, VA 22182</p>	<p>Sublease Agreement</p>	REJECT
<p>Landlord: NV Commercial Incorporated 8230 Leesburg Pike Suite 500 Vienna, VA 22182</p>	<p>Lease Agreement</p>	REJECT

COMPANY NAME AND ADDRESSES	DESCRIPTION (CFO's)	ACTION*
<p>Sublandlord – Orbital Sciences Corporation 21700 Atlantic Blvd. Dulles, VA 20166</p> <p>Landlord: A &amp; A Northpointe B, Inc. c/o Cambridge Asset Advisors Limited Partnership 560 Herndon Parkway Suite 210 Herndon VA 20170</p>	<p>Sublease Agreement (Northpointe)</p>	<p>REJECT</p>
<p>Cummins Southwest, Inc. (CSW) 222 N. 23rd Street Phoenix, AZ 85009</p>	<p>Planned Maintenance Agreement (Generator for Arizona GES)</p>	<p>DEFER</p>
<p>Ashburn Storage Facility 21731 Filigree Street Ashburn VA 20147</p>	<p>Storage Agreement (for Customer Service)</p>	<p>REJECT</p>
<p>Expedited World Cargo, Inc. Dulles International Airport P.O. Box 16548 Washington, D.C. 20041-6548</p>	<p>Storage Agreement (for Controlsat)</p>	<p>REJECT</p>
<p>Danzas AEI 22879 Glenn Drive P-703-478-2808 Sterling, VA 20164</p>	<p>Storage Agreement (for GES's)</p>	<p>DEFER</p>
<p>Transport Specialists, Inc. 44645 Guilford Drive Suite 205 Ashburn, VA 20147</p>	<p>Storage Agreement (GES and GCC racks)</p>	<p>DEFER</p>
<p>Telecom Network Services 5808 Lake Washington Boulevard Suite 215 Kirkland, WA 98033</p>	<p>Maintenance Agreement (Arizona GES) (Consulting Agency Agreement)</p>	<p>DEFER</p>
<p>Aspen Electric 458 Ruud Canyon Road East Wenatchee, WA 98802</p>	<p>Maintenance Agreement (Washington GES) (Gateway Site Maintenance Agreement)</p>	<p>DEFER</p>
<p>Cooley Electric, Inc. 10707 McKinstry Road Delevan, NY 14042</p>	<p>Maintenance Agreement (New York GES) (Gateway Site Maintenance Agreement)</p>	<p>DEFER</p>
<p>Davis Electric of Tifton 3890 Highway 82 West Tifton, GA 31794</p>	<p>Maintenance Agreement (Georgia GES) (Gateway Site Maintenance Agreement)</p>	<p>DEFER</p>
<p>Veritas Nerve Center</p>	<p>Maintenance Agreement – gateway software</p>	<p>DEFER</p>

COMPANY NAME AND ADDRESSES	DESCRIPTION (CFO's)	ACTION*
BMC Patrol	Maintenance Agreement (Software for Operating System)	DEFER
Bluestone Consulting 1000 Briggs Road Mt. Laurel, NJ 08054	Bluestone UIMX XRT-PDS/Deluxe	DEFER
BMC SNMP Agent	Maintenance Agreement (Software for Operating System) – gateway software	DEFER
Math Works, Inc. 3 Apple Hill Drive Natick, MA 01760-2098	License and Maintenance Agreement (Software for Space Segment) – software to track and analyze network performance	DEFER
Wind River Systems, Inc. 500 Wind River Way Alameda, CA 94501	Maintenance Agreement (Software for Operating System) – gateway related software	DEFER
MGE UPS Systems (Lee Technologies) 8540 Cinderbed Road #300 Newington, VA 22122	Service Agreement Equipment Schedule (Maintenance Agreement (UPS System for 4 GES and NCC)	DEFER
PRO-IV, Inc. 18881 Von Karman Avenue Suite 1800 Irvine, CA 92612-1544	Master Services Agreement – software support for billing and provisioning software.	REJECT
ViaSat (Scientific Atlanta) 4356 Communications Drive P.O. Box 685 Norcross, GA 30091-6850	Gateway Earth Station (GES) Contract	DEFER
COMSAT RSI, Inc. 1501 Moran Road Dulles, VA 20166	Gateway Earth Station (GES) Contract	REJECT



COMPANY NAME AND ADDRESSES	DESCRIPTION (CFO's)	ACTION*
Cellular Communications Network (Malaysia) SDN BHD. (CELCOM) 22nd Floor, 100 Putra Place (The Mall) 100 Jalan Putra 50300 Kuala Lumpur Malaysia	Service License Agreement Ground Segment Procurement Contract Gateway Software License Agreement Software License & Services Agreement Software Maintenance & Services Agreement	ASSUME
DAMOS SudAmerica S.A. Av. Rio Branco 1 – Grupo 1803 20.090-003 Rio de Janeiro Brazil	Service License Agreement Intellectual Property Rights Agreement Ground Segment Procurement Contract Gateway Software License Agreement Software License & Services Agreement Software Maintenance & Services Agreement Letter Agreement Integration and Testing Services Agreement	DEFER

COMPANY NAME AND ADDRESSES	DESCRIPTION (CFO's)	ACTION*
European Company for Mobile Communication Services B.V. ORBCOMM Europe (MCS Europe Group) Via Cannizzaro, 71 00156, Roma Italy	Service License Agreement  Ground Segment Procurement Contract  Gateway Software License Agreement  Software License & Services Agreement  Software Maintenance & Services Agreement  Test Subscriber Communicator Agreement	DEFER
European Datacomm Holding N.V. (EDC) Waterfall Park Bekker & Glendale Road Plessy Building, 2nd Floor Midrand, South Africa	Service License Agreement  Intellectual Property Rights Agreement  Ground Segment Procurement Contract  Gateway Software License Agreement	DEFER
Global Positioning and Surveillance Systems (Gibraltar) Holdings Limited (GPSS) Suite 743A Europort, Gibraltar	Service License Agreement  Intellectual Property Rights Agreement  Ground Segment Procurement Contract  Gateway Software License Agreement	DEFER

COMPANY NAME AND ADDRESSES	DESCRIPTION (CFO's)	ACTION*
Korea ORBCOMM 20th Floor, Koosan Tower 3250 Bangbae-Dong Seocho-Gu, Seoul 137-062, Korea	Satellite Service Agreement  Intellectual Property Rights Agreement  Ground Segment Procurement Contract  Gateway Software License Agreement	ACCEPT
Loxley Infra Company, Ltd. 102 Loxley Building 10th Floor Soonthornkosa Road Klongtoey, Bangkok 10110 Thailand	Service License Agreement  Intellectual Property Rights Agreement	REJECT
ORBCOMM Andes Caribe Av. Paseo Colon Torre Caracas Teleport Piso 9 - Ofc. 08-01 Caracas 1050, Venezuela	Amended and Restated Service License Agreement  Assignment of Rights  Amended and Restated Intellectual Property Rights Agreement  Amended and Restated Ground Segment Procurement Contract  Amended and Restated Gateway Software License Agreement  Amended and Restated Ground Segment Technical Support  Ground Segment Construction and Sharing Agreement	DEFER
ORBCOMM Australia Pacific Ltd. Post Office Box N114 Grosvenor Place Sydney, NSW 1220 Australia	Service License Agreement Intellectual Property Rights Agreement  Ground Segment Procurement Contract  Gateway Software License Agreement	REJECT

COMPANY NAME AND ADDRESSES	DESCRIPTION (CFO's)	ACTION*
ORBCOMM Canada Inc. 455 Fenelon Boulevard Suite 101 Dorval, Quebec Canada H9S 5T8	Service License Agreement  Ground Segment Facilities Use Agreement  Territory Access Fee Agreement	ASSUME
ORBCOMM de Mexico, S.A. de C.V. AV Constitucion 405 Pte. Planta Baja Monterrey, NL 64000 Mexico	Amended and Restated Satellite Service Agreement  Amended and Restated Intellectual Property Rights Agreement  Amended and Restated Gateway Sharing Agreement	DEFER
ORBCOMM Japan Limited 3-22 Toranomom, 2-Chome Minato-Ku Tokyo 105 Japan	Service License Agreement  Ground Segment Procurement Contract  Gateway Software License Agreement  Software License & Services Agreement  Software Maintenance & Services Agreement	ASSUME
ORBCOMM Kirloskar India Private Ltd. 5570 Malleswaram West Bangalore -- 560 055 India	Satellite Service Agreement  Intellectual Property Rights Agreement  Ground Segment Procurement Contract  Ground Segment Services Agreement  Gateway Software License Agreement	REJECT

COMPANY NAME AND ADDRESSES	DESCRIPTION (CFO's)	ACTION*
ORBCOMM Maghreb S.A. Espace Porte d'Anfa Imm. B Apt. 13 Angle Bd My Rachid et Mansour Casablanca, Morocco	Service License Agreement  Amended and Restated Ground Segment Procurement Contract  Gateway Software License Agreement	DEFER
ORBCOMM Middle East & Central Asia 44 Lowndes Street London SW1X 9HX United Kingdom	Service License Agreement  Intellectual Property Rights Agreement  Ground Segment Procurement Contract  Gateway Software License Agreement  Software License & Services Agreement  Software Maintenance & Services Agreement	DEFER
ORBCOMM North Caribbean Ltd. Top of the Hill – Mackey Street Nassau, Bahamas	Service License Agreement  Intellectual Property Rights Agreement  Gateway Sharing Agreement	DEFER
ORBCOMM Ukraine 10/8 Marshala Rybalka Vul. Kiev-116 252116, Ukraine	Service License Agreement  Intellectual Property Rights Agreement  Ground Segment Procurement Contract  Gateway Software License Agreement	DEFER
TELE Greenland International A/S Thoravej 4 DK – 2400 CopenHagen Denmark	Service License Agreement  Intellectual Property Rights Agreement  Gateway Sharing Agreement	DEFER

COMPANY NAME AND ADDRESSES	DESCRIPTION (CFO's)	ACTION*
<p>Xing Tong Corporation (Sinocomm, Ltd.) Suite A-B, Level 11 Shen Tong Infoport Plaza No. 55 Huai Hai Road West Shanghai 200030 Peoples Republic of China</p>	<p>Letter of Intent dated March 11, 2000</p> <p>Letter of Intent dated April 28, 2000</p> <p>Joint Statement regarding the Execution of ORBCOMM Service License Agreement for the People's Republic of China and Ground Segment Procurement Contract</p>	DEFER
<p>MacDonald, Dettwiler and Associates, Ltd. Suite 60 1000 Windmill Road Dartmouth, Nova Scotia B3B 1L7</p>	Product Management Agreement – inactive	REJECT
<p>MacDonald, Dettwiler and Associates 13800 Commerce Parkway Richmond, British Columbia Canada V6V 2J3</p>	Master Agreement – Inactive	REJECT
<p>MacDonald, Dettwiler and Associates Ltd. 60-100 Windmill Road Dartmouth, Nova Scotia Canada B3B 1L7</p>	Services Task Order Agreement – inactive	REJECT
<p>Magellan Corporation d/b/a/ Magellan Systems Corporation 1170 Kifer Road Sunnyvale, CA 94086</p>	Technology Development & License Agreement	REJECT
<p>ORBCOMM Canada Inc. 1000, rue de la Gauchetiere ouest Montreal, Quebec Canada H3B 4X5</p>	Services Agreement	DEFER
<p>ORBCOMM Enterprises, L.P. 21819 Atlantic Boulevard Dulles, VA 20166</p>	Administrative Services Agreement	REJECT
<p>Orbital Sciences Corporation 21700 Atlantic Boulevard Dulles, VA 20166</p>	Technical Services Task Order Contract for Plane D; Contract ORB/9812-001	REJECT
<p>Transportation Management Systems, a division of Orbital Sciences Corporation 20301 Century Boulevard Germantown, MD 20874</p>	Services Agreement – Vantage product development consulting and materials	REJECT

COMPANY NAME AND ADDRESSES	DESCRIPTION (CFO's)	ACTION*
Teleglobe Inc. 1000 rue de La Gauchetiere ouest Montreal, Canada H3B 4X5	Support Task Order Contract; Contract No. TG001	REJECT
Orbital Sciences Corporation 21700 Atlantic Boulevard Dulles, VA 20166	ORBCOMM Procurement Agreement (1999)	REJECT
Orbital Sciences Corporation 21700 Atlantic Boulevard Dulles, VA 20166	ORBCOMM System Procurement Agreement (1995)	REJECT
Teleglobe Holding Corp. 1000, rue de la Gauchetiere ouest Montreal, Quebec Canada H3B 4X5	Postpetition Guarantee and Credit Agreement – DIP agreement	REJECT
Teleglobe Inc. Teleglobe Mobile Partners 1000, rue de la Gauchetiere ouest Montreal, Quebec Canada H3B 4X5  Orbital Sciences Corporation Orbital Communications Corporation 21700 Atlantic Boulevard Dulles, VA 20166	Memorandum of Understanding	REJECT
Teleglobe Inc. Teleglobe Mobile Partners 1000, rue de la Gauchetiere ouest Montreal, Quebec Canada H3B 4X5  Orbital Sciences Corporation Orbital Communications Corporation 21700 Atlantic Boulevard Dulles, VA 20166	Restated Master Agreement	REJECT
Teleglobe Inc. Teleglobe Mobile Partners 1000, rue de la Gauchetiere ouest Montreal, Quebec Canada H3B 4X5  Orbital Sciences Corporation Orbital Communications Corporation 21700 Atlantic Boulevard Dulles, VA 20166	Restated Proprietary Information and Non- Competition Agreement	REJECT

COMPANY NAME AND ADDRESSES	DESCRIPTION (CFO's)	ACTION*
Teleglobe Inc. Teleglobe Mobile Partners 1000, rue de la Gauchetiere ouest Montreal, Quebec Canada H3B 4X5 Orbital Sciences Corporation Orbital Communications Corporation 21700 Atlantic Boulevard Dulles, VA 20166	Omnibus Agreement	REJECT
Orbital Communications Corporation 21700 Atlantic Boulevard Dulles, VA 20166	ORBCOMM System Construction and Operations Agreement	ASSUME WITH WAIVER AND PRICING
Orbital Communications Corporation 21700 Atlantic Boulevard Dulles, VA 20166	Amended and Restated Administrative Services Agreement	REJECT
MGE UPS Systems c/o Lee Technologies, Inc 4401 Fair Lakes Court Suite 200 Fairfax, VA 22033	Vendor UPS Maintenance AZ GES	DEFER
Cummins-Onan South Albany Branch 1915 W. Oakridge, Drive Albany, GA 31707	Vendor Generator Maintenance GA GES	DEFER
Cummins-Onan South Power Systems (Onan) 1915 W. Oakridge, Drive Albany, GA 31707	Vendor Generator Maintenance AZ GES	DEFER
MGE UPS Systems c/o Lee Technologies, Inc 4401 Fair Lakes Court Suite 200 Fairfax, VA 22033	Vendor UPS Maintenance GA - GES	DEFER
Cummins Northeast, Inc 480 Lawrence Bell Dr. Williamsville, NY 14221	Vendor Generator Maintenance NY GES	DEFER
MGE UPS Systems c/o Lee Technologies, Inc 4401 Fair Lakes Court Suite 200 Fairfax, VA 22033	Vendor UPS Maintenance NY GES	DEFER
Cummins Northwest 4711 North Basin Ave PO Box 2710 Portland, OR 97208	Vendor Generator Maintenance WA GES	DEFER



COMPANY NAME AND ADDRESSES	DESCRIPTION (CFO's)	ACTION*
MGE UPS Systems c/o Lee Technologies, Inc 4401 Fair Lakes Court Suite 200 Fairfax, VA 22033	Vendor UPS Maintenance WA GES	DEFER
Echo Flight, Inc. 1919 14th Street Suite 601 Boulder, CO 80302	Multi-Cast Service Agreement	REJECT
Echo Flight, Inc. 1327 Arapahoe Avenue Boulder, CO 80302	Service and Licensing Agreement	REJECT
Ball Aerospace and Technologies Corp. 2251 Wyoming Boulevard S.E. Albuquerque, NM 87117	ORBCOMM Communications Service Agreement	REJECT
Ball Aerospace & Technologies Corp. 10 Longos Peak Drive Broomfield, CO 80038-1235	Antenna Purchase Agreement	REJECT
CellStar Global Satellite Service, Ltd. 1730 Briercroft Court Carrollton, TX 75006	Agreement to distribute ORBCOMM SCs and peripherals	REJECT
7-24 Solutions (formerly Yrless Internet Corporation) 11-1155 North Service Road West Oakville, Ontario L6M 3E3 Canada	Software Development, Maintenance and License Agreement	DEFER
7-24 Solutions (formerly Yrless Internet Corporation) 11-1155 North Service Road West Oakville, Ontario L6M 3E3 Canada	IP/Multi-Network Gateway Maintenance Agreement.	REJECT
Enforth Solutions, Inc. P.O. Box 1321 Waitsfield, Vermont 05673	Master Agreement – gateway software maintenance	DEFER
Equant Network Services, Inc. 3100 Cumberland Boulevard Suite 1200 Atlanta, GA 30339	Agreement for the provision of Managed Data Network Services	DEFER
Ericsson Mobile Data Design AB Sankt Sigfridsgatan 89 Goteborg, Sweden	License Agreement for using the Mobitex Interface Specification	DEFER

COMPANY NAME AND ADDRESSES	DESCRIPTION (CFO's)	ACTION*
GE-Harris Railway Electronics, L.L.C. 407 North John Rodes Boulevard Melbourne, FL 32934	Letter Agreement for Telecommunications Connection to ORBCOMM	DEFER
Global Business Services, Inc. 2012 Hopewood Drive Falls Church, VA 22043	Subcontract Agreement	REJECT
Group 1 Software, Inc. 4200 Parliament Place Suite 600 Lanham, MD 20706-1844	Perpetual License Agreement for Computer Software Products	REJECT
Group 1 Software, Inc. 4200 Parliament Place Suite 600 Lanham, MD 20706-1844	Professional Services Agreement	REJECT
Hall-Mark Computer Products, a division of Avnet 3011 South 52nd Street Tempe, AZ 85282	Resale Agreement -- HP reseller.	REJECT
Hewlett-Packard Company 3000 Hanover Street Palo Alto, CA 94034	Service Level Agreement for Hewlett-Packard Critical Systems Support	DEFER
Infonet Software Solutions Inc. 1110 - 13560 Maycrest Way Richmond, BC Canada V6V 2W9	System Integrator Agreement -- MDC software.	DEFER
Hughes Global Services, Inc. 222 North Sepulveda El Segundo, CA 90245	Contract for ORBCOMM VSAT Services	DEFER
ORBCOMM de Mexico S.A. de C.V. Av. Constitucion 405 pte. Monterrey, N.L. 64000 Mexico	Managed Frame Relay Service Agreement	ASSUME
Omitron, Inc. 6411 Ivy Lane Suite 600 Greenbelt, MD 20770	Master Agreement	REJECT
ORBCOMM Andes Caribe Av. Paseo Colon Torre Caracas Teleport Piso 9 - Ofc. 08-01 Caracas 1050, Venezuela	Managed Frame Relay Service Agreement	DEFER
Noospherics Technologies Inc. 9210 Mellenbrook Road Columbia, MD 21045	Extranet Service Agreement	REJECT

COMPANY NAME AND ADDRESSES	DESCRIPTION (CFO's)	ACTION*
Mosvneshinform 2/1 P. Korchagin Street 129278 Moscow Russia	Contract for a Feasibility Study for Cargo Tracking and Transportation Management System in Russia – inactive project	REJECT
Microsoft Corporation One Microsoft Way Redmond, Washington 98052-6399	Microsoft Product Integration Agreement	REJECT
Metropolitan Technologies, Inc. 8791 Commerce Court Manassas, VA 20110	Master Agreement – hardware and software maintenance for CISCO routers	DEFER
Meteor Data, Inc. Suite 111 1032 S. Bailey Street Palmer, AK 99645	ORBCOMM Communications Service Agreement	REJECT
Lawson Associates, Inc. dba Lawson Software 1300 Godward Street Minneapolis, MI 55413	Lawson Software Product License Agreement	DEFER
Firebird Data Communications Inc., dba Intrex Data Communications Group 3410 Main Street Dallas, TX 75226	Letter of Agreement – related to Cornerstone.	REJECT
Worldwide Rental Services 2951 Chambers Road Aurora, CO 80011	Equipment Lease and Services Agreement	REJECT
Williams Communications Solutions, LLC 2800 Post Oak Boulevard Houston, TX 77056	Master Ordering Agreement – for telephone hardware	REJECT
Westport Corporation 44460 Chilum Place Ashburn, VA 20147	Standard Form of Agreement – buildout at the PDL.	DEFER
University of Texas at Austin P.O. Box 8029. Austin, TX 78713-8029	ORBCOMM Personal Messaging Service Agreement	DEFER
Thermo King Corporation 314 W. 90th Street Minneapolis MI 55420	Protocol License Agreement – use of software protocol to evaluate reefer trailer tracking	REJECT
Thermo King Corporation 314 W. 90th Street Minneapolis MI 55420	Evaluation Test Protocol License Agreement – use of smart reefer controller	REJECT
Telemetry Technologies, Inc. 400 Tower Plaza 3340 Peachtree Road, N.E. Atlanta, GA 30326	IP/Multi-Network Gateway Beta Test Agreement	REJECT

COMPANY NAME AND ADDRESSES	DESCRIPTION (CFO's)	ACTION*
Teleglobe Inc. 1000 rue de La Guachetiere ouest Montreal, Quebec H3B 4X5 Canada	Master Service Order - calling card and long-distance service	REJECT
Stellar Satellite Communications, Ltd. 48 Mivtza Kadash Street Bene Beraq, Israel 51203	Guarantee Agreement	REJECT
Sprint Communications Company L.P. 8229 Boone Boulevard Suite 500 Vienna, VA 22182	Sprint's Customer Premises Equipment Rental and Maintenance Master Agreement - phone switch maintenance	DEFER
Sprint Communications Company L.P. 8229 Boone Boulevard Suite 500 Vienna, VA 22182	Sales Agreement - Support for Voice Mail system	DEFER
SMS Technologies, Inc. 9877 Waples Street San Diego, CA 92121	Manufacturing Contract - GES component hardware	REJECT
Sky-Eye Railway Services International Inc. Warrens Industrial Park Town of Warrens St. Michael, Barbados	Protocol Use Agreement to use the Thermo King software protocol	REJECT
Seasonair, Inc. 16001-A Industrial Drive Gaithersburg, MD 20877	Preventive Maintenance Agreement	REJECT
Scientific-Atlanta, Inc. 3845 Pleasantdale Road Atlanta, GA 30340	Equipment Lease Agreement	DEFER
Red Mountain Machinery Company 197 E. Warner Road Chandler, AZ 85225	Equipment Lease and Services Agreement - Tracsat beta test	REJECT
Panasonic Industrial Company A division of Matsushita Electric Corporation of America Mail Stop 7E-6 Two Panasonic Way Secaucus, NJ 07094	Letter Agreement to purchase 5K Pantrackers at \$475	REJECT
Allegis Corporation 1550 Bryant Street Second Floor San Francisco, CA 94103	Allegis Software and Services Agreement	REJECT

COMPANY NAME AND ADDRESSES	DESCRIPTION (CFO's)	ACTION*
Informix Software, Inc. 4100 Bohannon Drive Menlo Park, CA 94025	Software License Agreement – gateway software	DEFER
Hewlett-Packard Company 19320 Pruneridge Avenue M/S 49B-30 Cupertino, CA 95014-0707	HP Indirect Computer Reseller Contract	DEFER
Critical Path, Inc. (formerly ISOCOR) 3420 Ocean Park Boulevard Suite 2010 Santa Monica, CA 90405-3306	Master Software Ordering Agreement – switch software.	DEFER
BMC Software Distribution, Inc. 2101 City West Boulevard Houston, TX 77042-2827	BMC – OEM License Agreement	DEFER
Lead Underwriter: US Aviation Underwriters, Inc. 199 Water Street New York, NY 10038	In orbit insurance policy for Planes A, B, C, D. Policy #SI0117252	DEFER

COMPANY NAME AND ADDRESSES	DESCRIPTION (CFO's)	ACTION
Transtech Management Services 1204 South Clear Springs Road Mustang, OK 73064	Myles Burcham	DEFER
N/A	Mark Elkington 19 Westwood Road Ogwell, Newton Abbot Devon, TQ126YB, United Kingdom	DEFER
N/A	Mark Shaw T/A Allied Component Works 18917 Smoothstone Way #6 Gaithersburg, MD 20886	DEFER
Signature Technology Services, Inc. 13410 Sutton Park Drive South Jacksonville, FL 32229	James R. Martin President	DEFER
ORBCOMM de Mexico, S.A. de C.V. Av Constitucion 405 Pte. Planta Baja, Monterrey, NL 64000 Mexico	Ernesto Villarreal Trevino Project Director	DEFER
Nexgenix, Inc. 30 Corporate Park Suite 410 Irvine, CA 92606	Paul T. Anthony Controller	REJECT
DAMOS SudAmerica S.A. Praia de Botafogo 228 15 andar, ala B Botafogo, Rio de Janeiro RJ 22250-040 Brazil	Marzio Laurenti Chief Executive Officer	DEFER
Charles Machine Works, Inc. 1959 W. Fir Avenue Perry, OK 73077	David Bazzell R & D Manager	DEFER
Charles Machine Works, Inc. 1959 W. Fir Avenue Perry, OK 73077	David Bazzell R & D Manager	DEFER
Charles Machine Works, Inc. 1959 W. Fir Avenue Perry, OK 73077	Scott Pollman Director	DEFER
Construction Industry Manufacturers Association 111 E. Wisconsin Avenue Milwaukee, WI 53202	Dennis J. Slater President and Secretary	REJECT
Corp Ten International P.O. Box 42049 Baltimore, MD 21284	Kamal Sirageldin President	DEFER
Dement Construction Company	James Newman	DEFER

COMPANY NAME AND ADDRESSES	DESCRIPTION (CFO's)	ACTION
P.O. Box 1812 Jackson, TN 38302-1812	Secretary – Treasurer	
Hessel Tractor and Equipment Company 1425 NE Columbia Boulevard Portland, OR 97211	Larry G. Phillips President	DEFER
Hitachi Construction Machinery (America) 20411 Imperial Valley Drive Houston, TX 77073-5504	Walter Michal General Manager, Product Support	DEFER
Hoffman Equipment Company 300 South Randolphville Road Piscataway, NJ 08855	Robert A. Triebel Vice President, Product Support	DEFER
Intensus Engineering, Inc. P.O. Box 123 Cold Spring, NY 10516	J. Carlos Salsedo Managing Director	DEFER
JCB, Inc. 10939 Philadelphia Avenue White Marsh, MD 21162	John Ellis Vice President, Marketing	DEFER
MacDonald Dettwiler and Associates Ltd. 60-100 Windmill Road Dartmouth, Nova Scotia Canada B3B 1L71	Burt Lancaster	DEFER
The Morey Corporation 2659 Wisconsin Avenue Downers Grove, IL 60515	Gary Baltimore Director of Sales and Marketing	REJECT
Phoenix International Corporation 5300 Rising Moon Road Springfield, IL 62707	Bryan Bossert Director of North American Sales	REJECT
Strongco (USA) Inc. 11362 Washington Highway P.O. Box 631 Ashland, VA 23005	T.E. Shelton Vice President	DEFER
The Tyree Organization 15 Douglas Court Sterling, VA 20166	Michael J. Novajosky Division Manager	DEFER
Wynne Systems, Inc. 301 E. Ocean Boulevard Suite 1750 Long Beach, CA 90802-4834	Terrence W. Wynne President	DEFER
Wynne Systems, Inc. 301 E. Ocean Boulevard Suite 1750 Long Beach, CA 90802-4834	Terrence W. Wynne President	DEFER
Applied Design Concepts, Inc. 22876 Shaw Road	Robert M. Denson President	REJECT

COMPANY NAME AND ADDRESSES	DESCRIPTION (CFO's)	ACTION
The Oxford Building Sterling, VA 20166		
Applied Design Concepts, Inc. 22876 Shaw Road The Oxford Building Sterling, VA 20166	Robert M. Denson President	DEFER
Bekins Van Lines, LLC 330 South Mannheim Road Hillside, IL 60162	John Alianello Vice President, Fleet Development	DEFER
Canadian Satellite Communications, Inc. 50 Burnhamthorpe Road West Suite 1000 Mississauga, Ontario L5B 3C2 Canada	Michael Ham Vice President	DEFER
Canadian Satellite Communications, Inc. 50 Burnhamthorpe Road West Suite 1000 Mississauga, Ontario L5B 3C2 Canada	Michael Ham Vice President	DEFER
Craig Transportation Company 26699 Eckel Road Perrysburg, OH 43552	Lance Craig President	DEFER
Crete Carrier Corporation 400 Northwest 56th Street Lincoln, NE 68528	Tonn Ostergard President	DEFER
Dole Fresh Fruit Company 24411 Ridge Route Drive Suite 255 Laguna Hills, CA 92653	John Othart Director of Transportation	DEFER
Intellon Corporation 5100 W. Silver Springs Boulevard Ocala, FL 34482	Eric Buffkin Vice President, Marketing	DEFER
Irris Telemetry Corporation 125 Ryan Industrial Court Suite 100 San Ramon, CA 94583	Neil P. Reid President	DEFER
J.B. Hunt Transport, Inc. 615 J.B. Hunt Corporate Drive Lowell, Arkansas 72745	George Brooks Vice President	DEFER
Landstar Ranger, Inc. 13410 Sutton Park Drive South Jacksonville, FL 32229	Jay Folladori Vice President, Operations	DEFER
Landstar Ranger, Inc. 13410 Sutton Park Drive South Jacksonville, FL 32229	Jay Folladori Vice President, Operations	DEFER



COMPANY NAME AND ADDRESSES	DESCRIPTION (CFO's)	ACTION
Memphis Consulting Group, a division of Anadarko Group, Inc. 2602 Corporate Avenue Suite One-D Memphis, TN 38132	Jim McNeill President	DEFER
QUALCOMM Wireless Business Solutions, a business unit of QUALCOMM Incorporated 5775 Morehouse Drive San Diego, CA 92121-1714	Philip White President	DEFER
RANDTEC Incorporated 10340 Democracy Lane Suite 202 Fairfax, VA 22030	Donald K. Salmon President	DEFER
RANDTEC Incorporated 10340 Democracy Lane Suite 202 Fairfax, VA 22030	Donald K. Salmon President	DEFER
Redwood Systems, Inc. 6435 Shiloh Road Suite B Alpharetta, GA 30005	Einar Gustavson Vice President and General Manager	DEFER
Schneider National, Inc. 3101 S. Packerland Drive P.O. Box 2545 Green Bay, WI 54306-2545	Paul R. Mueller Vice President, Communications Technology Services	DEFER
Star Transport, Inc. P.O. Box 909 Morton, IL 61550	Glen Werry, Jr. President	DEFER
Swift Leasing Co., Inc. 2200 S. 75th Avenue Phoenix, AZ 85043	William F. Riley III Vice President	DEFER
Swift Leasing Co., Inc. 2200 S. 75th Avenue Phoenix, AZ 85043	William F. Riley III Vice President	DEFER
TechNet International, Inc. 8580 Cinderbed Road Suite 100 Newington, VA 22122	Gerard M. Fishette President	DEFER
Wells Fargo Equipment Finance, Inc. Freedom Trailer Division 12977 North Forty Drive Suite 101 St. Louis, MI 63141	Phillip Hamel Senior Vice President	DEFER
Wyle Laboratories, Inc. 7800 Highway 20 West Huntsville, AL 35807-7777	Edward W. Smith Director, Contracts & Purchasing	DEFER

COMPANY NAME AND ADDRESSES	DESCRIPTION (CFO's)	ACTION
Scientific-Atlanta, Inc. 4356 Communications Drive Norcross, GA 30093	Theodore R. Wieber, Jr. Corporate Vice President and President, Satellite Networks	DEFER
Caterpillar Inc. 100 N.E. Adams Street Peoria, IL 61629-7740	James W. Baldwin Vice President, Parts and Service Support	DEFER
Caterpillar Inc. 100 N.E. Adams Street Peoria, IL 61629-7740	Dallas R. Koerner Manager, Information Technology Acquisitions	DEFER
Caterpillar Inc. 100 N.E. Adams Street Peoria, IL 61629-7740	James W. Baldwin Vice President, Parts and Service Support	DEFER
Caterpillar Inc. 100 N.E. Adams Street Peoria, IL 61629-7740	R.A. Doty	DEFER

\* Contracts marked ASSUME are Section 1.01(b) Leases and Section 365 Assumed Rights. Contracts marked REJECT are Schedule 1.02 Excluded Assets. Contracts marked DEFER are Schedule 1.03 Executory Contracts which may be assumed post-closing

## Schedule 1.02

### Excluded Assets

- Cash of the Debtor on hand as of the Closing
- Avoidance claims of the Debtor under Chapter 5 of the Bankruptcy Code
- Any causes of action or other claims of the Debtor against Advanced Communications Technologies, Inc. or its related parties.
- Any claims or causes of action of the Debtors against the Committee, Teleglobe or any of the Teleglobe Affiliates, Orbital or any of the Orbital Affiliates, and any of their respective officers, directors and professionals acting in their capacities as officers, directors, and professionals or the Debtors' professionals acting in their capacities as professionals.

Schedule 1.03

Executory Contracts which may be assumed post-closing

Schedule 3.04(a)

Street Addresses of Real Property

Street Address	Property Leased or Subleased	Name of Lessor or Sublessor
ORBCOMM Control Center 21700 Atlantic Boulevard Dulles, VA 20166	Sublease	Orbital Sciences Corporation
ORBCOMM Headquarters 21819 Atlantic Boulevard Dulles, VA 20166	Sublease	Orbital Science Corporation
Washington GES 1011 Badger Mountain Road E. Wenatchee, WA 98802	Lease	Mark E. Hinderer, John N. Hinderer and Paul N. Hinderer dba Hinderer Trio Partnership
Georgia GES 131 Lyte Lane Ocilla, GA 31774	Lease	Lyte Harper
Product Development Lab (inventory storage) 301 Victory Lane Herndon, VA 20170	Lease	NOVA Industrial LLC
BackUp NCC site 7311-F Grove Road Frederick, MD 21704	Lease	Midmost, LLC
Northpointe 44931 Falcon Place Dulles, VA 21066	Sublease	Orbital Sciences Corporation

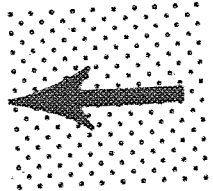
Schedule 3.04(b)

Real Property Seller Does Not Have Valid Leasehold Interest In

Street Address	Lienholder	Work Performed	Amount of Claim
ORBCOMM Headquarters 21819 Atlantic Boulevard Dulles, VA 20166	Jullien Enterprises Ltd. 13895 Willard Road Chantilly, VA 20151	Installation of RF cabling system, including cable, connectors, enclosures and racks	\$73,189
ORBCOMM Headquarters 21819 Atlantic Boulevard Dulles, VA 20166	Johnson Controls, Inc. 1861 Wiehle Avenue, Suite 125 Reston, Virginia 20130	Installation of card key security system	\$21,894.45 (1)
Product Development Lab (inventory storage) 301 Victory Lane Herndon, VA 20170	Westport Corporation 44460 Chilum Place Ashburn, VA 20147	General build-out work	\$226,000

(1) The Sellers believe that Orbital Sciences Corporation settled this lien through payment of \$10,000 to Johnson Controls on 4/10/01.

Schedule 3.04(c)



Acquired Assets Seller Does Not Have Good And Valid Title In

Lienholder	Description	Amount Unpaid*
Country of Loudoun H. Roger Zurn Jr. Treasurer P.O. Box 347 Leesburg, Virginia 20178	Property taxes on personal property located in Loudoun County for the period 7/1/00 – 9/15/00	\$31,312.92
Country of Fairfax Department of Tax Administration P.O. Box 10201 Fairfax, Virginia 22035	Property taxes on personal property located in Fairfax County for the period 1/1/00 – 9/15/00	\$38,820.50
Pioneer Tax Collector Dept. 772 P.O. Box 8000 Buffalo, New York 14267	Property taxes on personal property at the New York GES for the period 7/1/00 – 9/15/00	\$1,233.46
Irwin Country Tax Collector Sandra D. Paulk 202 S. Irwin Avenue Ocilla, Georgia 31774	Property taxes on personal property at the Georgia GES for the period 7/1/00 – 9/15/00	\$7,468.48
Betty Montoya, Country Treasurer P.O. Box 699 St. John, Arizona 85936	Property taxes on personal property at the Arizona GES for the period 7/1/00 – 9/15/00	\$5,392.89
Douglas Country Treasurer Mary Dodge P.O. Box 609 Waterville, Washington 98858	Property taxes on personal property at the Washington GES for the period 7/1/00 – 9/15/00	\$1,999.33

Seller has been advised by Viasat, Inc. that Viasat, Inc. believes it either has a lien or holds title to certain Gateway Earth Station assets in storage at Viasat and to certain satellite communicators delivered to the Purchaser manufactured for Seller by Viasat under the Gateway Earth Station manufacturing agreement referenced on Schedule 1.03. Seller believes that under the terms of such agreement, Seller holds clear title to such assets and any dispute will concern only the cure amount due under the agreement. All assets of the Debtors are secured by a lien in favor of Teleglobe Holding Corporation under that certain Postpetition Credit and Guaranty Agreement, dated as of September 15, 2000, as amended.

\*Such amounts to be discharged by the Debtors in connections with the Plan.

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

This **ASSIGNMENT AND ASSUMPTION AGREEMENT** ("Agreement") is made and entered into as of April 23, 2001, by and between ORBCOMM GLOBAL, L.P., a Delaware limited partnership, ORBCOMM CORPORATION, a Delaware corporation, ORBCOMM HOLDING CORPORATION, a Delaware corporation, ORBCOMM INVESTMENT CORPORATION, a Delaware corporation, ORBCOMM ENTERPRISES, L.P., a Delaware limited partnership, ORBCOMM ENTERPRISES CORPORATION, a Delaware corporation, ORBCOMM DIS CORPORATION, a Delaware corporation, ORBCOMM GLOBAL CAPITAL CORP., a Delaware corporation (each, a Debtor, and collectively, the "Debtors"), and ORBCOMM CANADA INC., a Quebec corporation ("**ORBCOMM Canada**," and, collectively with the Debtors, the "Assignor"), and **OGLP Acquisition Sub**, a Delaware limited liability company ("Assignee").

**WITNESSETH:**

**WHEREAS**, Assignor and Assignee have entered into an Asset Purchase Agreement, dated as of April 17, 2001 (the "Purchase Agreement"), pursuant to which Assignor will sell the assets of the Business, as defined in the Purchase Agreement, and assign its rights under certain contracts and agreements to Assignee, and Assignee will assume certain liabilities of Assignor; and

**WHEREAS**, Assignor now desires to assign to Assignee Assignor's interest in those contracts and agreements specified in Exhibit A attached hereto and incorporated herein by reference (collectively, "Contracts") on the terms and conditions hereinafter set forth, and Assignee is agreeable thereto; and

**WHEREAS**, the United States Bankruptcy Court for the District of Delaware has entered an order approving the Assignor's assumption and assignment to the Assignee of the Contracts (the "Section 363/365 Order"); and

**NOW, THEREFORE, FOR AND IN CONSIDERATION** of the above premises, the mutual covenants in the Purchase Agreement and hereinafter contained, the entry of the Section 363/365 Order and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Assignor hereby grants, conveys, sets-over and assigns unto Assignee all of Assignor's rights, title and interests in and to the Contracts. Assignee hereby assumes all of the obligations of Assignor under the Contracts and from and after the date of this



Agreement covenants with Assignor to keep and perform all conditions and covenants of the Contracts.

2. The provisions of this Agreement may not be modified or amended except by an instrument in writing signed by all the parties hereto.

3. This Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year first above written.

ORBCOMM GLOBAL, L.P.

By: TELEGLOBE MOBILE PARTNERS,  
its general partner

By: TELEGLOBE MOBILE INVESTMENTS  
INC., its general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ORBCOMM CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ORBCOMM HOLDING CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ORBCOMM INVESTMENT CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ORBCOMM ENTERPRISES, L.P.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ORBCOMM ENTERPRISES CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ORBCOMM DIS CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ORBCOMM GLOBAL CAPITAL CORP.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ORBCOMM CANADA INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

OGLP ACQUISITION SUB LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BILL OF SALE

STATE \_\_\_\_\_ OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

ORBCOMM GLOBAL, L.P., a Delaware limited partnership, ORBCOMM CORPORATION, a Delaware corporation, ORBCOMM HOLDING CORPORATION, a Delaware corporation, ORBCOMM INVESTMENT CORPORATION, a Delaware corporation, ORBCOMM ENTERPRISES, L.P., a Delaware limited partnership, ORBCOMM ENTERPRISES CORPORATION, a Delaware corporation, ORBCOMM DIS CORPORATION, a Delaware corporation, ORBCOMM GLOBAL CAPITAL CORP., a Delaware corporation (each, a Debtor, and collectively, the "Debtors"), and ORBCOMM CANADA INC., a Quebec corporation ("ORBCOMM Canada," and, collectively with the Debtors, the "Sellers") for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, by this Bill of Sale do hereby grant, bargain, sell, assign, transfer and convey unto OGLP Acquisition Sub LLC, a Delaware limited liability company ("Buyer"), its successors and assigns, pursuant to the terms and provisions of that certain Asset Purchase Agreement dated April 17, 2001, between Sellers and Buyer ("Agreement"), all of Seller's right, title, and interest in and to all of Seller's personal property and equipment and assets unto Buyer, its successors and assigns, to and for its use forever.

Sellers hereby covenant and agree to sign, execute and deliver such instruments or conveyances of title as may be reasonably necessary to evidence title to the assets in Buyer.

Any term used herein, and not defined herein, shall have the meaning set forth for such term in the Agreement.

WITNESS the signature of the undersigned this 23, day of April 2001.

ORBCOMM GLOBAL, L.P.

By: TELEGLOBE MOBILE PARTNERS,  
its general partner

By: TELEGLOBE MOBILE  
INVESTMENTS INC., its general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ORBCOMM CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ORBCOMM HOLDING CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ORBCOMM INVESTMENT CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ORBCOMM ENTERPRISES, L.P.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ORBCOMM ENTERPRISES CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ORBCOMM DIS CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ORBCOMM GLOBAL CAPITAL CORP.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ORBCOMM CANADA INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

OGLP ACQUISITION SUB LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Subscribed and sworn to before me

this      day of                      , 19 .

\_\_\_\_\_  
Notary Public

My Commission Expires:

LOCK-UP AGREEMENT

The Debtor, Teleglobe, the Committee, Orbital, OCC, International Licensees and holders of not less than 51% in aggregate principal amount of the Notes (the "Requisite Noteholders") shall have executed a lock-up agreement, satisfactory in form and substance to each of the parties thereto and consistent with the terms of the Plan (the "Lock-Up Agreement"), pursuant to which, among other things, (i) Orbital shall agree to provide \$6,500,000 market value worth of Orbital common stock to the Debtor's estate on the Effective Date pursuant to the Plan, (ii) the Debtor's estate, Teleglobe and the Teleglobe Affiliates, the Committee, Orbital and the Orbital Affiliates, and the Requisite Noteholders shall agree to release, as of the Effective Date and in accordance with the Plan, one another and their respective officers and directors (in such officers' and directors' capacities as officers and directors) from all claims arising from or related to the Debtor and its businesses, except for their respective obligations contemplated by this Term Sheet, (iii) Teleglobe, Orbital, OCC, the Committee, and the Requisite Noteholders shall approve and consent to the OCC Asset Purchase Agreement as of the Closing (subject to OCC's receipt of the Purchase Consideration thereunder), (iv) the Requisite Noteholders shall approve and consent to the OCC Asset Purchase Agreement (subject to OCC's receipt of the Purchase Consideration thereunder), waive the provisions of Section 4.14 and any other relevant provision of the Indenture in connection with the OCC Asset Purchase Agreement and undertake all actions, if any, necessary under the Indenture in order to effectuate such waiver as of the Closing; provided, however, that nothing in this subclause (iv) shall be deemed to require action on the part of holders of more than a majority in principal amount of the outstanding Notes, (v) OCC shall agree to transfer to the Debtor's estate, in consideration of the releases of OCC received pursuant to the Plan, the Purchase Consideration under the OCC Asset Purchase Agreement simultaneously with the receipt thereof on the Effective Date, provided, however, that OCC shall transfer such Purchase Consideration to the trustee under the Indenture, for distribution to the Noteholders, in the event that such releases are not received pursuant to the Plan, and (vi) each party thereto shall agree not to transfer its claims against or interests in the Debtor and to vote in favor of the Plan, provided, however, that any Noteholder party to the Lock-Up Agreement may transfer its claims against the Debtor to any transferee that agrees in writing to be bound by the terms and conditions of the Lock-Up Agreement.



ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT, dated and entered into as of April 23, 2001 (the "Agreement"), is made by and between Orbital Communications Corporation, a Delaware corporation ("Seller"), and OGLP ACQUISITION SUB LLC, a Delaware limited liability company (the "Purchaser"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in Article 9.

WHEREAS, the Seller is the holder of certain Regulatory Authorizations relating to the low-Earth orbit satellite-based data communications system (the "ORBCOMM System") heretofore operated by ORBCOMM Global, L.P. ("ORBCOMM");

WHEREAS, the Purchaser desires to purchase and the Seller desires to convey and assign to the Purchaser, the Regulatory Authorizations in the manner and subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth herein, the parties hereto agree as follows:

**ARTICLE 11.  
PURCHASE AND SALE OF ASSETS**

SECTION 1.01 *Acquired Assets.* Pursuant to the terms and subject to the conditions set forth in this Agreement, including receipt of Final Governmental Approval, the Seller hereby assigns to OGLP Acquisition Sub II Corp., a Delaware corporation and the designee of the Purchaser, and the Purchaser hereby purchases and accepts from the Seller, all of the Seller's rights, title, and interests in, to and under the Regulatory Authorizations (also referred to herein as the "Acquired Assets").

SECTION 11.01 *Excluded Liabilities.* Notwithstanding any provision in this Agreement or any other writing or commitment (written or oral) to the contrary, the Purchaser is not assuming any liability or obligation of the Seller (or any predecessors of the Seller or any prior owners of all or part of their businesses and assets) of whatever nature, whether presently in existence or arising hereafter. All such liabilities and obligations shall be retained by and remain obligations and liabilities of the Seller.

SECTION 11.02 *Purchase Consideration.*(a) In consideration for the Acquired Assets, the Purchaser shall transfer and convey to the Seller an equity interest in Purchaser that shall represent on a fully diluted basis as of the Closing Date under the ORBCOMM Asset Purchase Agreement five percent (5%) of the issued and outstanding units of the Purchaser (each representing fractional portions of the membership interest of

the Purchaser) of the Purchaser as of the closing under that certain Asset Purchase Agreement, dated as of April 17, 2001, among ORBCOMM Global, L.P., et. al., and the Purchaser (the "ORBCOMM Asset Purchase Agreement") (The "Purchase Consideration"). The Purchase Consideration shall be paid as provided in Section 2.02(c).

(b) Cash investments in the Purchaser (to be used solely for the purpose of funding operational and capital requirements of the Purchaser) up to an aggregate of all cash investments in the Purchaser for such purpose (inclusive of the \$125,000 invested in the Purchaser prior to the issuance of the Purchase Consideration) of \$9,000,000 shall not dilute the percentage of the ownership interest of the Purchaser which the Purchase Consideration represents. Purchaser agrees to do or cause to be done all such things as are necessary to effectuate the provisions of this paragraph 1.03(b), including issuing additional units to the then holders of the Purchase Consideration.

## ARTICLE 12. THE CLOSING

SECTION 12.01 *Closing.* The consummation of the transactions contemplated by this Agreement (the "Closing") shall take place at the offices of Chadbourne & Parke LLP, 30 Rockefeller Plaza, New York, New York 10012, 36th Floor, (a) no more than one (1) business day following Final Governmental Approval of the transfer of the Regulatory Authorizations issued under FCC Call Sign S2103, or (b) at such other time, date and place as shall be fixed by agreement among the parties (the date of the Closing being herein referred to as the "Closing Date").

### SECTION 12.02 *Deliveries at Execution.*

(a) Upon the execution and delivery of this Agreement, the Seller shall deliver the following to the Purchaser:

(i) a certificate of the Secretary of Seller as to resolutions adopted by the Board of Directors of Seller approving this Agreement and the transactions contemplated hereby (with copy attached);

(ii) such other bills of sale, assignments of leases and contracts, and any other instruments of conveyance (collectively, the "Conveyance Documents") that, in the reasonable judgment of the Purchaser, are reasonable and necessary to effectively vest in the Purchaser good and valid title to the Acquired Assets, free and clear of all Liens pursuant to the terms of this Agreement subject only to requisite prior Final Governmental Approval; and;

(iii) such other customary closing documents, instruments or certificates reasonably requested by Purchaser.

(b) Upon the execution and delivery of this Agreement, the Purchaser shall do the following:

(i) pay the Purchase Consideration; provided, however, that the Purchase Consideration shall be held in escrow (pursuant to escrow arrangements reasonably satisfactory to the Purchaser, Seller, the Debtors and the Committee; provided that such arrangements shall provide that upon release of the Purchase Consideration, the Seller shall simultaneously transfer the Purchase Consideration to the Debtors' estate in consideration of releases of the Seller received pursuant to the Plan; provided, however, that in the event the Seller does not receive the releases of the Seller described in the Plan, Seller shall simultaneously transfer the Purchase Consideration to the trustee under the Indenture for distribution to the holders of the Senior Notes) for the benefit of the Seller until the conditions set forth in Section 6.02 are satisfied or waived;

(ii) a certificate of the Secretary of the Purchaser as to resolutions adopted by the Board of Directors of the Purchaser approving this Agreement and the transactions contemplated hereby (with a copy attached);

(iii) deliver such customary closing documents, instruments or certificates reasonably requested by Seller.

(c) At the Closing, Seller shall deliver to the Purchaser the Regulatory Authorizations (together with such customary documents, instruments or certificates reasonably requested by Purchaser); provided, however, in the event that any requisite prior Final Government Approval relating to the assignment hereunder of a Regulatory Authorization other than the Regulatory Authorization under FCC Call Sign S2103 has not been obtained as of the Closing, the delivery of any such Regulatory Authorization by the Seller to the Purchaser shall occur no more than three (3) business days following Final Governmental Approval of the assignment of any such Regulatory Authorization.

**ARTICLE 13.**  
**REPRESENTATIONS AND WARRANTIES OF THE SELLER**

The Seller represents and warrants to the Purchaser as follows:

SECTION 13.01 *Authority Relative to this Agreement.* The Seller has the requisite power and authority to enter into this Agreement and to carry out its obligations hereunder. The execution, delivery and performance of this Agreement by the Seller and the consummation by the Seller of the transactions contemplated hereby have been duly authorized by all requisite action of the Seller. This Agreement has been duly and validly executed and delivered by the Seller and (assuming this Agreement constitutes a valid and binding obligation of the Purchaser) constitutes a valid and binding obligation of the Seller enforceable against the Seller in accordance with its terms.

SECTION 13.02 *Consents and Approvals.* Except as otherwise provided for in this Agreement, no consent, approval, or authorization of, or declaration, filing or registration with, any United States federal or state governmental or regulatory authority is required to be made or obtained by the Seller in connection with the execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated hereby.

SECTION 13.03 *No Violations.* Assuming that the conditions set forth in Article 6 and otherwise established in this Agreement shall have been satisfied, the execution, delivery or performance of this Agreement by the Seller, the consummation by the Seller of the transactions contemplated hereby, and the compliance by the Seller with any of the provisions hereof, will not (a) conflict with or result in any breach of any provisions of the articles or certificate of incorporation, as the case may be, or bylaws of the Seller, (b) result in a violation or breach of, or constitute (with or without due notice or lapse of time) a default (or give rise to any right of termination, cancellation, acceleration, vesting, payment, exercise, suspension, or revocation) under any of the terms, conditions or provisions of any note, bond, mortgage, deed of trust, security interest, indenture, license, contract, agreement, plan or other instrument or obligation to which the Seller is a party or by which the Seller or the Seller's properties or assets may be bound or affected, (c) violate any order, writ, injunction, decree, statute, rule or regulation applicable to the Seller or the Seller's properties or assets, (d) result in the creation or imposition of any encumbrance on any asset of the Seller, or (e) cause the suspension or revocation of any permit, license, governmental authorization, consent or approval necessary for the Seller to conduct its business as currently conducted or as proposed to be conducted, except in the case of clauses (b), (c), (d), and (e) for violations, breaches, defaults, terminations, cancellations, accelerations, creations, impositions, suspensions or revocations that would not individually or in the aggregate have a Material Adverse Effect on the Seller's ability to complete the transactions contemplated

by this Agreement; and except, in the case of clause (b), for violations or breaches of or defaults under the Amended and Restated Indenture, dated as of February 5, 1999 relating to ORBCOMM's 14% Senior Notes due 2004 which have been waived prior to the closing under the ORBCOMM Asset Purchase Agreement.

SECTION 13.04 *Regulatory Authorizations.* The Regulatory Authorizations are in full force and effect and have not been revoked, suspended, canceled, rescinded, or terminated, and have not expired. There is not pending or, to the knowledge of Seller, threatened any action by or before the FCC or any other governmental agency of the United States or any other country to revoke, suspend, cancel, rescind or modify any of the Regulatory Authorizations (other than proceedings to amend FCC rules of general applicability), and there is not now issued or outstanding or pending or, to the knowledge of Seller, threatened, by or before the FCC, any order to show cause, notice of violation, notice of apparent liability, or notice of forfeiture or complaint against Seller, the Acquired Assets or, to the best of Seller's knowledge, the ORBCOMM System or the Acquired Assets. To the best of the Seller's knowledge, the ORBCOMM System is operating in material compliance with the Regulatory Authorizations, the Communications Act, and all applicable governmental laws, rules, regulations and policies. All reports, certifications and filings required to be filed with, and all regulatory fees required to be paid to, the FCC by Seller with respect to the Regulatory Authorizations and, to the best of Seller's knowledge, the ORBCOMM System have been timely filed and paid. All such reports and filings are (to the best of Seller's knowledge in the case of the ORBCOMM System) accurate and complete in all material respects. Seller is in compliance with the terms and conditions of each such Regulatory Authorization in all material respects.

#### ARTICLE 14. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser and OGLP Acquisition Sub II Corp. severally represent and warrant to the Seller as follows:

SECTION 14.01 *Organization.* The Purchaser is a limited liability company and OGLP Acquisition Sub II Corp. is a corporation. Each of Purchaser and OGLP Acquisition Sub II Corp. is validly existing and in good standing under the laws of its jurisdiction of formation and thereby has the power and authority to own, lease and operate its respective properties and to carry on its respective business as they are now being conducted or proposed to be conducted. Each of the Purchaser and OGLP Acquisition Sub II Corp. is duly qualified as a foreign entity to do business, and is in good standing, in each jurisdiction where the character of its properties owned or held under lease or the nature of its activities make such qualification appropriate, except where the failure to be so qualified would not individually or in the aggregate have a

Material Adverse Effect on the Purchaser's or OGLP Acquisition Sub II Corp.'s ability to complete the transactions contemplated by this Agreement.

SECTION 14.02 *Authority Relative to this Agreement.* Each of the Purchaser and OGLP Acquisition Sub II Corp. has the power and authority to enter into this Agreement and to carry out its respective obligations hereunder. The execution, delivery, and performance of this Agreement by the Purchaser and OGLP Acquisition Sub II Corp. and the consummation by the Purchaser and OGLP Acquisition Sub II Corp. of the transactions contemplated hereby have been duly authorized by all requisite action of Purchaser and OGLP Acquisition Sub II Corp. This Agreement has been duly and validly executed and delivered by each of the Purchaser and OGLP Acquisition Sub II Corp. and (assuming this Agreement constitutes a valid and binding obligation of the Seller) constitutes a valid and binding agreement of each of the Purchaser and OGLP Acquisition Sub II Corp., enforceable against the Purchaser and OGLP Acquisition Sub II Corp. in accordance with its terms.

SECTION 14.03 *Consents and Approvals.* Except as otherwise provided for in this Agreement, no consent, approval, or authorization of, or declaration, filing or registration with, any United States federal or state governmental or regulatory authority is required to be made or obtained by the Purchaser or OGLP Acquisition Sub II Corp. in connection with the execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated hereby.

SECTION 14.04 *No Violations.* Assuming that the conditions set forth in Article 6 and otherwise established in this Agreement shall have been satisfied, the execution, delivery or performance of this Agreement by the Purchaser and OGLP Acquisition Sub II Corp., the consummation by each of the Purchaser and OGLP Acquisition Sub II Corp. of the transactions contemplated hereby, and the compliance by each of the Purchaser and OGLP Acquisition Sub II Corp. with any of the provisions hereof, will not (a) conflict with or result in any breach of any provisions of the articles or certificate of incorporation, as the case may be, or bylaws of the Purchaser or OGLP Acquisition Sub II Corp. , (b) result in a violation or breach of, or constitute (with or without due notice or lapse of time) a default (or give rise to any right of termination, cancellation, acceleration, vesting, payment, exercise, suspension, or revocation) under any of the terms, conditions or provisions of any note, bond, mortgage, deed of trust, security interest, indenture, license, contract, agreement, plan or other instrument or obligation to which the Purchaser or OGLP Acquisition Sub II Corp. is a party or by which the Purchaser or OGLP Acquisition Sub II Corp. or the Purchaser's or OGLP Acquisition Sub II Corp.'s properties or assets may be bound or affected, (c) violate any order, writ, injunction, decree, statute, rule or regulation applicable to the Purchaser or OGLP Acquisition Sub II Corp. or the Purchaser's or OGLP Acquisition Sub II Corp.'s properties or assets, (d) result in the creation or imposition of any encumbrance on any

asset of the Purchaser or OGLP Acquisition Sub II Corp., or (e) cause the suspension or revocation of any permit, license, governmental authorization, consent or approval necessary for the Purchaser or OGLP Acquisition Sub II Corp. to conduct its business as currently conducted or as proposed to be conducted, except in the case of clauses (b), (c), (d), and (e) for violations, breaches, defaults, terminations, cancellations, accelerations, creations, impositions, suspensions or revocations that would not individually or in the aggregate have a Material Adverse Effect on the Purchaser's or OGLP Acquisition Sub II Corp.'s ability to complete the transactions contemplated by this Agreement.

SECTION 14.05      *Brokers*

The Purchaser either has not retained any broker in connection with the transactions contemplated by this Agreement or shall bear the cost of any such broker.

SECTION 14.06      *Shares of OGLP Acquisition Sub II Corp.*

The authorized equity securities of OGLP Acquisition Sub II Corp. are as set forth on Exhibit B. All issued and outstanding equity securities of OGLP Acquisition Sub II Corp. are duly authorized and validly issued, fully paid, non-assessable, free and clear of any Liens (other than the Lien in favor of Seller contemplated by this Agreement), and such equity securities were issued in compliance with all applicable state and federal laws concerning the issuance of securities. No shares of the capital stock or other equity securities of OGLP Acquisition Sub II Corp. other than those described above are issued and outstanding. There are no preemptive rights or other outstanding rights, options, warrants, conversion rights or similar agreements or understandings for the purchase or acquisition from Purchaser of any equity securities of OGLP Acquisition Sub II Corp.

**ARTICLE 15.  
COVENANTS**

SECTION 15.01      *Notice of Conveyance.* The Seller shall notify, as required by law and as agreed upon by Purchaser, all parties entitled to notice of the conveyance referenced under this Agreement.

SECTION 15.02      *Access and Information.* During normal business hours throughout the period prior to the Closing Date, the Seller shall afford to the Purchaser and to the Purchaser's financial advisors, legal counsel, accountants, consultants, financing sources and other authorized representatives reasonable access to the books, records, properties and personnel of the Seller, and shall furnish as promptly as practicable to the Purchaser any and all such information as the Purchaser reasonably

may request in connection with the Regulatory Authorizations, including all pleadings and other documents filed with the FCC.

SECTION 15.03 *Additional Matters.* Subject to the terms and conditions herein, each of the Seller and the Purchaser agree that *time is of the essence* with regard to the transactions contemplated by this Agreement. Each of the Seller and the Purchaser agrees to use all commercially reasonable efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations, to consummate and make effective the transactions contemplated by this Agreement, including using all commercially reasonable efforts to obtain all necessary waivers, consents and approvals required with respect to its obligations under this Agreement.

SECTION 15.04 *Further Assurances.* In addition to the provisions of this Agreement, from time to time after the Closing Date, the Seller and the Purchaser shall use all commercially reasonable efforts to execute and deliver such other instruments of conveyance, transfer or assumption, as the case may be, and take such other actions as may be reasonably requested to implement more effectively the conveyance and transfer of the Acquired Assets to the Purchaser.

SECTION 15.05 *Conduct of the Business.* Except as otherwise provided herein, from the date hereof until the consummation of the transactions hereunder, the Seller, subject to the Purchaser's reasonable consent rights and all applicable laws, rules, and regulations:

- (a) shall conduct its business and affairs in the ordinary course and shall use commercially reasonable efforts to preserve its interest in the Acquired Assets consistent with its resources;
- (b) shall not take or agree to commit to take any action that it knows would make any representation or warranty of the Seller hereunder inaccurate in any material respect at, or as of any time prior to, the Closing Date; and
- (c) shall not take any action for the purpose of cancelling or reducing its coverage under any existing insurance policies.

SECTION 15.06 *Notices of Certain Events.* The Seller shall promptly notify the Purchaser in the event that any Acquired Asset becomes the subject of any proceeding or, to the knowledge of the Seller, threatened proceeding for the taking, revocation, denial or cancellation thereof or any part thereof or of any right relating thereto by any governmental action.



SECTION 15.07 *Final Governmental Approvals.* On the date hereof, the Seller shall have prepared and delivered to Purchaser, in a form satisfactory to Purchaser, signed copies of all requisite applications, together with all requisite Seller exhibits, attachments, and related submissions (the "Governmental Application(s)"), deemed necessary or advisable in the reasonable determination of Purchaser, to request and obtain requisite prior Final Governmental Approval for the assignment of the Regulatory Authorizations to OGLP Acquisition Sub II Corp. ("License Assignee"). Seller and Purchaser shall diligently take all steps that are necessary, proper, or desirable to expedite the prosecution of the Governmental Application(s) to a favorable conclusion. Seller and Purchaser shall promptly provide the other with a copy of any pleading, order or other document served on it relating to any Regulatory Authorization or the Governmental Application(s), shall timely furnish, after consultation and approval of Purchaser, all information relating thereto requested or required by the FCC, or other requisite governmental authority, and shall be represented in all proceedings and at all meetings or hearings relating in any way to the Regulatory Authorizations or the Governmental Application(s).

(a) Prior to receipt of a requisite Final Governmental Approval relating to any Acquired Asset to be assigned hereunder, Seller shall not, without the prior written consent of Purchaser, attempt or take any action with respect to that Acquired Asset to: (i) sell, lease, transfer or agree to sell, lease or transfer, said Acquired Asset to any person or entity other than OGLP Acquisition Sub II Corp.; or (ii) amend, terminate or, by any act or omission, breach or default on any or enter into any, contract, lease or agreement with any third party with respect to said Acquired Asset.

(b) Without limiting the foregoing until such time as the assignment of the Regulatory Authorizations agreed to hereunder are consummated by the parties: (i) Seller shall continue, at Purchaser's direction, to take all actions necessary to maintain and preserve the legal effectiveness and validity of all rights granted pursuant to the Regulatory Authorizations, which actions shall include, without limitation, the timely filing of all requisite reports or certifications, and the timely payment of all requisite governmental fees, assessments or other payment obligations of any form; and (ii) Seller shall cooperate with Purchaser and OGLP Acquisition Sub II Corp. with respect to each of the foregoing matters in this Section 5.07(b), provide Purchaser with copies of all material items of correspondence relating thereto, and provide Purchaser with copies of all documents, reports, analyses or other items relating thereto reasonably requested by Purchaser; provided that following the date hereof, all of the costs of the Seller's compliance with the foregoing obligations following the date hereof will be borne by the Purchaser.

(c) No assignment of any Regulatory Authorization shall be consummated hereunder without prior receipt of all requisite Final Governmental Approval. With respect to assignment of any one of the Acquired Assets, the receipt of requisite Final Governmental Approval related thereto shall be a condition precedent to the performance of the obligations of the parties pursuant to Article 6 of this Agreement.

SECTION 15.08 *Pledge.* If, upon the effective date of the Plan, the Purchaser shall not have received aggregate cash investments (to be used solely for the purposes of funding the operational and capital requirements of the Purchaser) (inclusive of the \$125,000 invested in the Purchaser prior to the issuance of the Purchase Consideration) of at least \$9,000,000, Purchaser shall pledge to Seller (or place in escrow pursuant to escrow arrangements reasonably satisfactory to the Purchaser and Seller) the shares of OGLP Acquisition Sub II Corp. as security for Purchaser's obligations under Section 5.09. Such pledge (or escrow) shall be released immediately upon Purchaser's receipt, which shall be demonstrated by reasonable evidence thereof to OCC, of aggregate cash investments in the Purchaser (to be used solely for the purposes of funding the operational and capital requirements of the Purchaser) (inclusive of the \$125,000 invested in the Purchaser prior to the issuance of the Purchase Consideration) of no less than \$9,000,000.

SECTION 15.09 *Transfer of OGLP Acquisition Sub II Shares.* If, as of January 1, 2002, the aggregate cash investments in the Purchaser (to be used solely for the purposes of funding the operational and capital requirements of the Purchaser) are less than \$9,000,000 (inclusive of the \$125,000 invested in the Purchaser prior to the issuance of the Purchase Consideration), Purchaser shall transfer and assign to Seller all of the shares of capital stock of OGLP Acquisition Sub II Corp. owned by Purchaser, subject only to receipt of requisite prior Final Governmental Approval of such transfer.

SECTION 15.10 *Certain Negative Covenants.* Purchaser covenants and agrees that until such time as (i) Purchaser shall have received aggregate cash investments (to be used solely for the purposes of funding the operational and capital requirements of the Purchaser) (inclusive of the \$125,000 invested in the Purchaser prior to the issuance of the Purchase Consideration) of \$9,000,000, and (ii) the pledge or escrow of the shares of OGLP Acquisition Sub II Corp. shall have terminated pursuant to Section 5.08 hereof:

(a) Purchaser will not permit OGLP Acquisition Sub II Corp. directly or indirectly to (i) create, incur, assume, or otherwise become or remain directly or indirectly liable with respect to any indebtedness, (ii) create, incur, assume or permit to exist any Lien on or with respect to any of its property or assets, whether now owned or hereafter acquired, (iii) make or own any investment in

any Person, (iv) create or become liable with respect to any contingent obligation, (v) amend, modify or waive any term or provision of its organizational documents, other than ministerial changes or corrections, unless required by law, (vi) liquidate, wind-up or dissolve itself (or suffer any liquidation or dissolution), (vii) engage in any business activity other than holding the Regulatory Authorizations, or (ix) assign the Regulatory Authorizations to any entity or Person.

(b) Purchaser will not (i) convey, sell, transfer or otherwise dispose of or grant any Person an option to acquire, any of the capital stock of or other equity interests of OGLP Acquisition Sub II Corp. or (ii) pledge or otherwise encumber in any way the capital stock of OGLP Acquisition Sub II Corp.

## ARTICLE 16. CONDITIONS PRECEDENT

SECTION 16.01 *Conditions Precedent to Obligation of the Purchaser.* The obligation of the Purchaser to effect the transactions contemplated by this Agreement shall be subject to the satisfaction, or waiver by Purchaser, at or prior to the Closing of the following additional conditions:

(a) The Seller shall have performed in all material respects its obligations under this Agreement required to be performed by the Seller at or prior to the Closing Date;

(b) the representations and warranties of the Seller contained in this Agreement shall be true in all material respects as of the date hereof and on and as of the Closing Date.

(c) No action, suit or proceeding shall have been instituted or, to the best knowledge of the Seller, threatened before any court, administrative agency of any federal, state or local jurisdiction or any arbitrator which would enjoin, restrain or prohibit, or might result in a material adverse effect on the Regulatory Authorizations or the consummation of the transactions as contemplated by this Agreement, and no order shall have been entered in any action or proceeding instituted by any party which enjoins, restrains, or prohibits this Agreement or the consummation of the transactions as contemplated by this Agreement.

(d) There shall exist no material violations by the Seller of federal, state, local or foreign laws, statutes, regulations or codes of any kind or nature whatsoever that would materially adversely affect the value of the Acquired Assets after the Closing.

SECTION 16.02 *Conditions Precedent to Release of Purchase Consideration Escrow.* Notwithstanding anything herein to the contrary, the Purchase Consideration shall be released from escrow upon the satisfaction, or waiver by the Purchaser of the following conditions:

(a) an order of the Bankruptcy Court confirming the Plan and the consummation of the transactions contemplated thereby shall have been entered and shall have become final.

(b) Each of the Debtors, ORBCOMM Canada, Teleglobe, Orbital, and the Committee and Seller shall have complied in all material respects with all of their respective obligations under the ORBCOMM Asset Purchase Agreement in accordance therewith (except to the extent previously waived).

(c) The Seller shall have performed in all material respects its obligations under this Agreement required to be performed by the Seller.

SECTION 16.03 *Conditions Precedent to Obligation of the Seller.* The obligation of the Seller to effect the transactions contemplated by this Agreement shall be subject to the satisfaction or waiver by Seller, at or prior to the closing of the ORBCOMM Asset Purchase Agreement of the following conditions:

(a) Each of the debtors, Teleglobe, the Committee, Orbital, the Requisite Noteholders and the Purchaser shall have executed and delivered the Lock-Up Agreement as of or prior to the closing under the ORBCOMM Asset Purchase Agreement; and

(b) A closing shall have occurred under the ORBCOMM Asset Purchase Agreement.

## ARTICLE 17. TERMINATION, AMENDMENT AND WAIVER

SECTION 17.01 *Termination.*

(a) This Agreement may be terminated:

(i) by mutual written agreement of the Seller and the Purchaser prior to the Closing Date; or

(ii) at any time before the Closing, by the Purchaser if any of the conditions set forth in Section 6.01 shall have become incapable of

fulfillment or cure and shall not have been waived by the Seller, provided that the Purchaser is not then in breach of this Agreement.

(iii) at any time prior to the occurrence of a closing under the ORBCOMM Asset Purchase Agreement, by the Seller if the conditions set forth in Section 6.03 shall have become incapable of fulfillment or cure or shall not have been waived by the Seller, provided the Seller is not then in breach of this Agreement.

(b) This Agreement shall automatically terminate and be of no further force and effect:

(i) upon a termination of the ORBCOMM Asset Purchase Agreement; or

(ii) if, as of January 1, 2002, the Purchase shall not have received aggregate cash investments (to be used solely for the purposes of funding the operational and capital requirements of the Purchaser) (inclusive of the \$125,000 invested in the Purchaser prior to the issuance of the Purchase Consideration) of at least \$9,000,000 and the Final Governmental Approval shall not have been received.

SECTION 17.02 *Effect of Termination.* If this Agreement is terminated under Section 7.01(a), written notice thereof will forthwith be given to the other party and this Agreement shall thereafter become void and have no further force and effect and, except for those provisions that expressly survive the termination of this Agreement, all further obligations of the Seller and the Purchaser to each other under this Agreement shall terminate without further obligation or liability of the Seller or the Purchaser to the other, except that:

(a) each party shall return all documents, workpapers and other material of any other party relating to the transactions contemplated by this Agreement, whether so obtained before or after the execution of this Agreement, to the party furnishing the same; and

(b) if this Agreement is terminated by the Purchaser or the Seller pursuant to Section 7.01 as a result of the Seller's or Purchaser's, as the case may be, breach of any of its representations, warranties, covenants or obligations in this Agreement, then the Purchaser or Seller, as the case may be, shall be entitled to pursue any and all remedies available for breach by the Seller or Purchaser, as the case may be, of any obligation hereunder, whether sounding in contract or tort, in law or in equity.

**ARTICLE 18.**  
**GENERAL PROVISIONS**

SECTION 18.01 *Survival of Representations, Warranties, and Agreements.*  
No representations or warranties in this Agreement other than those set forth in Sections 3.01, 4.01 and 4.02 or in any instrument delivered pursuant to this Agreement shall survive beyond the Closing Date. The covenants and agreements contained in Sections 5.01, 5.02, 5.04, 5.05, 5.07, 5.08, 5.09, 5.10 and Article 8 shall survive the Closing. If this Agreement is terminated pursuant to Section 7.01, only the covenants and agreements contained in Article 8 shall survive termination.

SECTION 18.02 *Transfer Taxes.* In the event stamp or similar taxes are required to be paid in order to consummate the transactions hereunder, or in the event any such taxes are assessed at any time thereafter, such taxes (including any interest, penalties or other additions thereon) incurred as a result of the transactions contemplated hereby shall be paid by the Purchaser.

SECTION 18.03 *Notices.* All notices, claims, demands and other communications hereunder shall be in writing and shall be deemed given upon (a) confirmation of receipt of a facsimile transmission, (b) confirmed delivery by a standard overnight carrier or when delivered by hand, or (c) the expiration of three (3) business days after the day when mailed by registered or certified mail (postage prepaid, return receipt requested), addressed to the respective parties at the following addresses (or such other address for a party as shall be specified by like notice):

(a) If to the Purchaser, to

OGLP Acquisition Sub II LLC  
7 East Ridgewood Avenue  
Paramus, New Jersey 07652

Telecopy: (201) 493-2041  
Attention: Don Franco and James Eagan

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

Chadbourne & Parke LLP  
30 Rockefeller Plaza  
New York, New York 10112

Telecopy: (212) 541-5369  
Attention: Alejandro R. San Miguel

and

Walter Sonnenfeldt & Associates  
14732 Jaystone Drive  
Silver Spring, Maryland 20905

Telecopy: (301) 384-6603  
Attention: Walter H. Sonnenfeldt

and

(b) If to the Seller, to:

Orbital Communications Corporation  
21819 Atlantic Boulevard  
Dulles, Virginia 20166

Telecopy: 703 433-6868  
Attention: Chief Executive Officer

with copies (which shall not constitute notice) to:

Hogan & Hartson, L.L.P.  
555 Thirteenth Street, N.W.  
Washington, D.C. 20004-1109

Telecopy: 202-637-5910  
Attention: Craig H. Ulman

SECTION 18.04 *Descriptive Headings; Certain Terms.* The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All references to "\$" or dollars shall be to United States dollars and all references to "days" shall be to calendar days unless otherwise specified.

SECTION 18.05 *Entire Agreement; Assignment.* This Agreement (including the Exhibits, and the other documents and instruments referred to herein) (a) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, among the parties or any of them, with respect to the subject matter

hereof, including any transaction between or among the parties hereto and (b) except as otherwise provided herein, shall not be assigned by operation of law or otherwise.

SECTION 18.06 *Governing Laws.* This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware and the United States of America without regard to the rules of conflict of laws thereof. Except to the extent that primary jurisdiction resides in the FCC, the Purchaser and the Seller irrevocably and unconditionally consent to submit to the jurisdiction of Delaware for any litigation arising out of or relating to this Agreement and the transactions contemplated thereby (and agree not to commence any litigation relating thereto; provided that such court has jurisdiction and accepts such litigation).

SECTION 18.07 *Expenses.* Except as set forth in this Agreement, whether or not the transactions contemplated by this Agreement are consummated, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such expenses. The foregoing shall not affect the legal right, if any, that any party hereto may have to recover expenses from any other party that breaches its obligations hereunder.

SECTION 18.08 *Amendment.* This Agreement and any Exhibits and Schedules hereto may not be amended except by an instrument in writing signed on behalf of all the parties hereto.

SECTION 18.09 *Waiver.* At any time prior to the Closing Date, the parties hereto may (a) extend the time for the performance of any of the obligations or other acts of the other party hereto, (b) waive any inaccuracies in the representations and warranties of the other party contained herein or in any document delivered pursuant hereto by the other party, and (c) by mutual agreement of the Seller and the Purchaser, waive compliance with any of the agreements or conditions contained herein. Any agreement on the part of a party hereto to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such party.

SECTION 18.10 *Counterparts; Effectiveness.* This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement. This Agreement shall become effective on the Effective Date.

SECTION 18.11 *Severability; Validity; Parties of Interest.* If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to other Persons or circumstances, shall not be affected thereby, and to such end, the provisions of this Agreement are agreed to be severable. Nothing in this Agreement,



express or implied, is intended to confer upon any Person not a party to this Agreement any rights or remedies of any nature whatsoever under or by reason of this Agreement except that the Debtors and the holders of the Senior Notes shall be express third party beneficiaries of the provisos in the parenthetical language of Section 2.02(b)(i) hereof only.

SECTION 18.12 *Bulk Sales.* The Purchaser hereby waives compliance by the Seller with any bulk sales or other similar laws in any applicable jurisdiction in respect of the transactions contemplated by this Agreement.

SECTION 18.13 *Confidentiality.* Except as may be required by law to effectuate the purposes of this Agreement, whether or not the transaction contemplated hereby is consummated, both Parties agree to keep the existence and terms of this Agreement confidential for a period not less than five (5) years from the date hereof, including but not limited to the nature and amount of the consideration, and any and all information with respect to the Purchaser and Seller; provided, however, that each party hereto may disclose such information as required by law, and to its lawyers, accountants, and other representatives.

SECTION 18.14 *Specific Performance.* The Parties hereto hereby acknowledge and agree that the Regulatory Authorizations, and the rights and obligations specified herein, are of a special, unique, unusual and extraordinary character, which gives them peculiar value and importance, respectively, the loss of which cannot be reasonably or adequately compensated for in damages in an action at law, and the breach by either Party of any of the provisions hereof will cause the other Party irreparable damage and injury. Notwithstanding any other provision of this Agreement, in such event, the non-breaching Party shall be entitled, as a matter of right, without further notice, to require of the breaching Party specific performance of all of the acts, services, and/or undertakings required under this Agreement, and to obtain injunctive and other equitable relief in any court of competent jurisdiction to prevent the violation or threatened violation of any of the provisions hereof. Neither this provision nor any exercise by any Party of rights to equitable relief or a specific performance herein granted shall constitute a waiver of any other rights which either Party may have to damages or otherwise and this provision shall survive the Closing.

## ARTICLE 19. DEFINITIONS

SECTION 19.01 *Defined Terms.* As used herein, the terms below shall have the following meanings.

"Acquired Assets" shall have the meaning set forth in Section 1.01.

"**Agreement**" has the meaning set forth in the Preamble.

"**Business**" has the meaning set forth in the Recitals.

"**Closing**" has the meaning set forth in Section 2.01.

"**Closing Date**" has the meaning set forth in Section 2.01.

"**Committee**" means the Official Committee of Unsecured Creditors of ORBCOMM.

"**Communications Act**" shall mean the Communications Act of 1934 (as amended), 47 U.S.C. § 151 et seq.

"**Conveyance Documents**" has the meaning set forth in Section 2.02(a).

"**Debtors**" shall have the meaning set forth in the ORBCOMM Asset Purchase Agreement.

"**Effective Date**" shall be the date of entry into this Agreement by the parties.

"**Final Governmental Approval**" shall mean that final governmental action relating to a Governmental Application shall have been taken (including action duly taken, pursuant to delegated authority), which shall not have been reversed, stayed, enjoined, set aside, annulled or suspended; with respect to which no timely request for stay, petition to deny, petition for rehearing, or appeal of any kind shall be pending; and as to which the time for filing any such request, petition, appeal of any kind shall have expired or otherwise terminated.

"**FCC**" shall mean the United States Federal Communications Commission

"**including**" shall always be read as "including without limitation."

"**International Licensees**" means International Licensees LLC.

"**Lien**" means, as to the Acquired Assets, liens, claims, encumbrances, pledges, security interests, charges, options, setoffs, recoupment rights and other interests in respect of any Acquired Asset.

"**Lock-Up Agreement**" means a lock-up agreement satisfactory in form and substance to Purchaser to be executed by the Debtors, Teleglobe, the

Committee, Orbital, the Seller, the Requisite Noteholders and International Licensees and consistent with the Plan which shall contain the terms set forth on Exhibit A.

**"Material Adverse Effect"** means any event, condition or matter in respect of the operation of the Business and the Acquired Assets that in the aggregate, at the reasonable sole determination of Purchaser, will result in or have a material adverse effect on the Acquired Assets, or the ability of the Purchaser to operate the Business after the Closing.

**"Orbital"** means Orbital Sciences Corporation.

**"Person"** means an individual, corporation, partnership, limited liability company, association, trust or other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

**"Plan"** shall have the meaning set forth in the ORBCOMM Asset Purchase Agreement.

**"Purchase Consideration"** has the meaning set forth in Section 1.06.

**"Purchaser"** has the meaning set forth in the Preamble.

**"Regulatory Authorization"** shall mean any license or any other form of governmental authorization now held by, or requested in a pending governmental application filed by the Seller relating in any way to the construction, launch or operation of any element of the ORBCOMM Satellite System, including without limitation: each of those certain FCC licenses issued to Seller FCC Call Signs S2103, E940534, E940535, E940536, E940537, E940538; and any other regulatory authorizations or pending applications for regulatory authorization held or filed, respectively, by Seller relating to the construction, launch, or operation of the ORBCOMM Satellite System.

**"Requisite Noteholders"** shall have the meaning set forth in the ORBCOMM Asset Purchase Agreement.

**"Seller"** has the meaning set forth in the Preamble.

**"Senior Notes"** shall have the meaning set forth in the ORBCOMM Asset Purchase Agreement.

**"Teleglobe"** means Teleglobe Holding Corporation.

[Remainder of page intentionally blank; next page is signature page]

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

ORBITAL COMMUNICATIONS CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

OGLP ACQUISITION SUB LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

OGLP ACQUISITION SUB II CORP.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

LOCK-UP-AGREEMENT

The Debtor, Teleglobe, the Committee, Orbital, OCC, International Licensees and holders of not less than 51% in aggregate principal amount of the Notes (the "Requisite Noteholders") shall have executed a lock-up agreement, satisfactory in form and substance to each of the parties thereto and consistent with the terms of the Plan (the "Lock-Up Agreement"), pursuant to which, among other things, (i) Orbital shall agree to provide \$6,500,000 market value worth of Orbital common stock to the Debtor's estate on the Effective Date pursuant to the Plan, (ii) the Debtor's estate, Teleglobe and the Teleglobe Affiliates, the Committee, Orbital and the Orbital Affiliates, and the Requisite Noteholders shall agree to release, as of the Effective Date and in accordance with the Plan, one another and their respective officers and directors (in such officers' and directors' capacities as officers and directors) from all claims arising from or related to the Debtor and its businesses, except for their respective obligations contemplated by this Term Sheet, (iii) Teleglobe, Orbital, OCC, the Committee, and the Requisite Noteholders shall approve and consent to the OCC Asset Purchase Agreement as of the Closing (subject to OCC's receipt of the Purchase Consideration thereunder), (iv) the Requisite Noteholders shall approve and consent to the OCC Asset Purchase Agreement (subject to OCC's receipt of the Purchase Consideration thereunder), waive the provisions of Section 4.14 and any other relevant provision of the Indenture in connection with the OCC Asset Purchase Agreement and undertake all actions, if any, necessary under the Indenture in order to effectuate such waiver as of the Closing; provided, however, that nothing in this subclause (iv) shall be deemed to require action on the part of holders of more than a majority in principal amount of the outstanding Notes, (v) OCC shall agree to transfer to the Debtor's estate, in consideration of the releases of OCC received pursuant to the Plan, the Purchase Consideration under the OCC Asset Purchase Agreement simultaneously with the receipt thereof on the Effective Date, provided, however, that OCC shall transfer such Purchase Consideration to the trustee under the Indenture, for distribution to the Noteholders, in the event that such releases are not received pursuant to the Plan, and (v) each party thereto shall agree not to transfer its claims against or interests in the Debtor and to vote in favor of the Plan, provided, however, that any Noteholder party to the Lock-Up Agreement may transfer its claims against the Debtor to any transferee that agrees in writing to be bound by the terms and conditions of the Lock-Up Agreement.

[Teleglobe Side Letter]

[Teleglobe Stationary]

Mr. \_\_\_\_\_  
OGLP Acquisition Sub LLC  
Address

Re: Regulatory Authorizations For Transfer of  
ORBCOMM Assets to OGLP Acquisition Sub LLC

Dear \_\_\_\_\_:

By this letter, Teleglobe, Inc. ("Teleglobe") agrees to assist and cooperate, as reasonably requested and directed by OGLP Acquisition Sub LLC ("Buyer"), in the preparation and prosecution of all governmental applications or other such submissions, reasonably deemed necessary or advisable, at Buyer's sole discretion, to obtain all requisite prior governmental approvals relating to the transfer and conveyance to Buyer of the ORBCOMM assets, as such assets are defined by that certain Asset Purchase Agreement entered into between ORBCOMM Global, L.P. et al., and Buyer on April \_\_\_\_, 2001. Teleglobe shall provide the above-described assistance at its own cost and expense.

Kindly direct any inquiries concerning this letter to \_\_\_\_\_, the principal Teleglobe contact person responsible for these matters. He/she can be contacted at [tel], [fax], [e-mail].

TELEGLOBE, INC.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

## The Plan

The Debtor, Teleglobe, the Official Committee of Unsecured Creditors of the Debtor (the "Committee"), Orbital Sciences Corporation ("Orbital"), OCC and International Licensees shall have agreed upon all material terms of a consensual liquidating plan of the Debtor consistent with the terms and conditions contained herein (the "Plan") that provides for, among other things, the following:

(a) Orbital's contribution of \$6,500,000 Market Value worth of Orbital common stock to the Debtor's estate (the "Orbital Stock Contribution") in consideration of the releases provided in the Plan. The "Market Value" of a share of Orbital common stock shall be calculated based on the average closing sale price of Orbital common stock for the five (5) trading days immediately preceding the Effective Date (as defined below); provided, however, that the Market Value of a share shall not be less than \$3.75 nor more than \$6.50. The Orbital Stock Contribution will be registered as follows: not later than thirty (30) days after the Effective Date, Orbital will file an appropriate shelf registration statement for the Orbital Stock Contribution. Orbital will maintain the shelf registration statement for two (2) years from the effective date of such registration statement. Orbital will pay all costs of registration and the maintenance of the registration for the two (2) year period. The shares will be subject to customary blackout periods. There will be unlimited takedowns. Holders of the Orbital Stock Contribution shall have the right to sell in one underwritten offering if so requested by the holders of not less than 51% of such shares. Orbital may but will not be required to participate in roadshows or marketing. Orbital will have the right to approve underwriters, such approval not to be unreasonably withheld;

(b) Waiver of all claims of Orbital and its affiliates against the Debtor's estate and ORBCOMM Canada Inc., and waiver of all claims of Orbital and its affiliates other than OCC against OCC;

(c) OCC Asset Purchase Agreement;

(d) Teleglobe's release of its claims against the Debtor's estate in exchange for the distributions on the Effective Date and the releases provided in the Plan;

(e) Releases of Teleglobe, Teleglobe Mobile and their respective affiliates from the Debtor's estate and all of the Noteholders (as defined below), regardless of whether or not they affirmatively consent to such releases, in exchange for Teleglobe releasing its claims to the assets of the Debtor's estate in excess of the Purchase Price. All releases mentioned in this paragraph shall be



given when the order confirming the Plan becomes a final order not subject to any further appeal or similar proceeding. If a plan containing such releases is not confirmed in a final order, Teleglobe and the Teleglobe Affiliates agree to release all of their claims against the Debtor's estate upon receipt of releases satisfactory in form and substance to them from (i) the Debtor's estate and (ii) holders of at least 80% of the face value of the Notes (as defined below). The requirement of this paragraph is called the "Teleglobe Release Condition". So long as the Teleglobe Release Condition is satisfied, the requirements set forth in this paragraph shall be deemed to have been met for purposes of confirmation of the Plan.

(f) Releases, in a form reasonably satisfactory to the parties hereto, by Teleglobe, Teleglobe Mobile and their respective affiliates (including without limitation BCE Inc., together with other Teleglobe and Teleglobe Mobile affiliates, the "Teleglobe Affiliates"), Orbital and affiliates (including without limitation OCC, McDonald, Dettwiler and Associates, Ltd. and Magellan Corporation, together with other Orbital affiliates, the "Orbital Affiliates"), and the Debtor's estate of one another and their respective officers and directors (in such officers' and directors' capacities as officers and directors) from all claims arising from or related to the Debtor and its businesses, except for their respective obligations contemplated by this Term Sheet.

(g) Customary third-party releases from the creditors of the Debtor (subject to customary carve-outs for acts of misconduct and claims of the United States government or any agencies thereof and to the creditors' right to opt out of such releases), in a form reasonably satisfactory to the parties hereto, of all claims arising from or related to the Debtor or its businesses in favor of the Committee, Teleglobe and the Teleglobe Affiliates and Orbital and the Orbital Affiliates, and each of their respective officers, directors and professionals acting in their capacity as officers, directors and professionals and the Debtors' professionals acting in their capacity as professionals, including without limitation releases by the holders of the 14% Senior Notes due 2004 issued by the Debtor (such notes, the "Notes" and such holders, the "Noteholders") of all claims arising from or relating to OCC or Teleglobe Mobile pursuant to the Indenture, dated as of August 7, 1996 (the "Indenture"). With respect to Orbital and the Orbital Affiliates, the requirements set forth in the immediately preceding sentence shall be deemed to have been met for purposes of confirmation of the Plan so long as Orbital and the Orbital Affiliates shall have received releases from holders of no less than 51% of the face value of the Notes;

(h) The effectiveness of the Plan will be conditioned upon the existence of a final order, which requirement may be waived by agreement of the parties receiving releases under the Plan;

(i) A settlement of all claims that the Debtor's estate may have against Orbital and the Orbital Affiliates, Teleglobe and the Teleglobe Affiliates, and their respective officers, directors and professionals and the officers, directors, committee members and professionals of the Debtor, including their predecessor entities (in their capacities as officers, directors and professionals), arising from or relating to the Debtor or its businesses including any avoidance actions under Chapter 5 of the Bankruptcy Code, except (as to such officers, directors and committee members of the Debtor) for avoidance actions under Chapter 5 of the Bankruptcy Code;

(j) Because of the relationships among Teleglobe, Orbital, the Orbital Affiliates and the Debtor, the releases contemplated by this Term Sheet are supported by good and valuable consideration and are integral and non-severable to the sale of the Assets and the Plan, and the sale of the Assets would not occur or have been consented to by Teleglobe, Orbital and the Orbital Affiliates, but for the releases contained herein;

(k) If the Teleglobe Release Condition is met, then no other distributions shall be made to Teleglobe. If the Teleglobe Release Condition is not met, then (i) all assets of the Debtor's estate shall be distributed in accordance with the order of priority specified in the Bankruptcy Code and Teleglobe shall retain all its claims against the Debtor's estate; and (ii) the Debtor's estate shall retain all of their rights, demands, claims and causes of action (collectively, the "Claims") against Teleglobe and its affiliates, Orbital, the Orbital Affiliates and all of their respective officers and directors acting in their respective capacities as officers and directors, including without limitation all Claims under Chapter 5 of the Bankruptcy Code and all Claims provided for in the final DIP financing order, dated October 10, 2000.