

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

Form S-4

REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

GLOBALSTAR, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or Other Jurisdiction of
Incorporation or Organization)

4899
(Primary Standard Industrial
Classification Code Number)

41-2116508
(IRS Employer Identification No.)

**461 South Milpitas Boulevard
Milpitas, California 95035
(408) 933-4000**
(Address, including zip code, and telephone number,
including area code, of registrant's principal executive offices)

**Fuad Ahmad
Vice President and Chief Financial Officer
Globalstar, Inc.
461 South Milpitas Boulevard
Milpitas, California 95035
(408) 933-4000**
(Name and address, including zip code, and telephone number,
including area code, of agent for service)

Copies to:

**Gerald S. Greenberg
Taft Stettinius & Hollister LLP
425 Walnut Street
Suite 1800
Cincinnati, Ohio 45202
Tel: (513) 357-9670**

**Avi Katz
Loral Space &
Communications Inc.
600 Third Avenue, 36th Floor
New York, New York 10016
Tel: (212) 338-5340**

Approximate date of commencement of proposed sale of securities to the public: As soon as practicable following the effectiveness of this Registration Statement and the consummation of the purchase of Partnership Interests as described in the Partnership Interest Purchase Agreement, dated as of December 21, 2007 and filed as Annex A to this Registration Statement.

If the securities being registered on this Form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box.

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be Registered(1)	Proposed Maximum Offering Price Per Unit(2)	Proposed Maximum Aggregate Offering Price(2)	Amount of Registration Fee(2)
Common Stock, par value \$0.0001 per share	730,748	\$ 11,311.92	\$ 42,431,011.92	\$ 1,667.54

- Under the Partnership Interest Purchase Agreement, Globalstar, Inc. will issue the number of shares of its common stock equal to \$6,500,000 divided by the average of the closing price per share of its common stock as reported by the Nasdaq Stock Market for the 10 trading-day period ending on the third trading day immediately preceding the closing date. This number is not yet known. As an estimate, the number of shares referred to in this table was calculated by dividing \$6,500,000 by the average of the high and low price per share of Globalstar, Inc. common stock as reported by the Nasdaq Stock Market on January 28, 2008.
- Estimated solely for the purpose of calculating the amount of registration fee pursuant to Rule 457(f)(2) under the Securities Act of 1933, as amended. Since there is no market for Loral/DASA Globalstar, L.P. securities, the proposed maximum aggregate offering price is based upon \$42,431,011.92, the book value of the Loral/DASA Globalstar, L.P. securities (as of June 30, 2007) to be received by the registrant pursuant to the Purchase Agreement.

The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment that specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act, or until the registration statement will become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

The information in this prospectus is not complete and may be changed. Globalstar may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities, and Globalstar is not soliciting offers to buy these securities, in any jurisdiction where the offer or sale is not permitted.

Subject to completion, dated January 30, 2008



PROSPECTUS

The board of directors of Globalstar, Inc. ("Globalstar") and the general and limited partners of Loral/DASA Globalstar, L.P. ("LDG") have approved a partnership interest purchase agreement dated as of December 21, 2007 (the "purchase agreement") under which Globalstar will acquire all of the outstanding partnership interests of LDG. Pursuant to the agreement, Globalstar will deliver to Loral Space & Communications Inc. ("Loral Space"), the parent of the general partner of LDG, as payment for such partnership interests, Globalstar common stock valued at \$6.5 million minus certain outstanding service fees owed by LDG to Globalstar. The number of shares of Globalstar common stock to be received by Loral Space will be determined by dividing \$6.5 million, as adjusted for the outstanding service fees, by the average of the closing price per share of Globalstar common stock as reported by the Nasdaq Stock Market for the 10 trading-day period ending upon the trading day immediately preceding the third trading day prior to the closing of the transaction.

Because all of the partners of LDG have already approved the agreement, no vote is required. No vote is required on the part of Globalstar stockholders in connection with the purchase.

Globalstar is not asking you for a proxy and you are requested not to send Globalstar a proxy.

Please see "Risk Factors" beginning on page 8 for a discussion of matters relating to holding Globalstar common stock.

Globalstar common stock is quoted on the Nasdaq Stock Market under the symbol "GSAT." On January 29, 2008, the last trading date before the printing of this prospectus, the last reported sale price per share of Globalstar common stock on the Nasdaq Stock Market was \$8.90.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of the securities to be issued under this prospectus or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.

The date of this prospectus is January 30, 2008.

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IMPORTANT

This document, which is referred to as the prospectus, constitutes a prospectus of Globalstar for the shares of common stock that Globalstar will issue to Loral Space pursuant to the purchase agreement. As permitted under the rules of the U.S. Securities and Exchange Commission (the "SEC"), this prospectus incorporates by reference important business and financial information about Globalstar contained in documents filed with the SEC and that is not included in or delivered with this prospectus. You may obtain copies of these documents, free of charge, from the website maintained by the SEC at www.sec.gov. See "Where You Can Find More Information" on page 35. You may also obtain copies of these documents, without charge, from Globalstar by writing or calling Globalstar at 461 S. Milpitas Boulevard, Milpitas, California, telephone (408) 933-4006, Attn: Investor Relations.

In order to obtain delivery of these documents before the closing of the transaction, you should request such documents no later than [____], 2008.

In "Questions and Answers about the Transaction" below and in the "Summary" beginning on page 3, Globalstar highlights selected information from this prospectus but the company has not included all of the information that may be important to you. To better understand the purchase agreement and the transaction, and for a complete description of their legal terms, you should read carefully this entire prospectus, including the annexes, as well as the documents that Globalstar has incorporated by reference into this document. See "Where You Can Find More Information" on page 35.

QUESTIONS AND ANSWERS ABOUT THE TRANSACTION

Q: WHAT IS THE PROPOSED TRANSACTION?

A: On December 21, 2007, Globalstar, GSSI, LLC, LDG, Loral Space, and various subsidiaries and affiliated entities of LDG entered into a partnership interest purchase agreement. Under the purchase agreement, subject to the satisfaction of certain conditions, GSSI, LLC, a wholly-owned subsidiary of Globalstar, will acquire all of the general and limited partnership interests of LDG. Under the terms of the purchase agreement, Loral Space, the parent of the general partner of LDG, will receive total consideration consisting of shares of Globalstar common stock valued at \$6.5 million, subject to adjustment as described below.

The stock consideration will be the aggregate number of shares of Globalstar common stock equal to the quotient of \$6.5 million minus any outstanding service fees owed by LDG to Globalstar, divided by the average of the closing price per share of Globalstar common stock on the Nasdaq Stock Market for the 10 trading-day period ending on the trading day immediately preceding the third trading day prior to closing. All partnership interests of LDG outstanding at the closing date will be transferred to GSSI.

The purchase agreement is included in this prospectus as Annex A. The purchase agreement is the legal document that governs the transaction.

Q: WHY ARE THE COMPANIES PROPOSING THIS TRANSACTION?

A: The Globalstar satellite network was originally owned by Globalstar, L.P. (“Old Globalstar”) and was designed, built and launched in the late 1990s by a technology partnership led by Loral Space & Communications Ltd., now Loral Space. Subsidiaries of Loral Space have owned and operated Globalstar gateways and sold Globalstar products and services as independent gateway operators in Brazil, Mexico, and Russia since Old Globalstar began service in 2000.

In December 2000, in connection with financial difficulties then being experienced by Old Globalstar, Loral Space wrote off its investments in its Globalstar-related operations. Following Loral Space’s emergence from its own reorganization in 2005, Loral Space has decided to focus on its core and strategic businesses which are satellite manufacturing and fixed satellite services. The Globalstar service provider business is no longer a core or strategic business for Loral Space, and Loral Space believes that without further significant investment, which Loral is unwilling to make, the business will not achieve profitability. By divesting the Globalstar service provider business in Brazil, Loral Space expects to avoid further losses attributable to the business as well as allow its management to focus on its core and strategic businesses without diversion of time, effort and expense in managing non-core, non-strategic businesses. DASA, a passive, limited partner investor in the Globalstar Brazil business, like Loral Space, also viewed its investment as non-core and non-strategic, has determined that DASA would not invest further in the business and, therefore, has decided to divest its interest in the business. To review Loral Space’s and LDG’s reasons for the transaction, please see “The Purchase — Loral Space’s and LDG’s Reasons for the Transaction” beginning on page 12.

Globalstar’s acquisition of LDG and its subsidiaries is consistent with its strategy of acquiring independent gateway operators. Globalstar believes it will be able to devote more resources to grow LDG’s subscriber base and revenue faster. To review Globalstar’s reasons for the transaction, please see “The Purchase — Globalstar’s Reasons for the Transaction” beginning on page 13.

Q: WHO NEEDS TO APPROVE THE TRANSACTION?

A: The purchase agreement has already been adopted and approved by partners holding all of LDG’s outstanding partnership interests. No additional vote is required. Globalstar is not asking for a proxy, and you are requested not to send Globalstar a proxy.

Globalstar’s Board of Directors also has approved the purchase agreement and the issuance of the common stock consideration.

Q: WHAT DO I NEED TO DO NOW?

A: Nothing, other than carefully reading the information contained in this prospectus.

Q: DO THE PARTNERS HAVE DISSENTER’S RIGHTS OR APPRAISAL RIGHTS?

A: No. Under the Delaware Revised Uniform Limited Partnership Act, there are no statutory appraisal or dissenter’s rights. LDG’s partnership agreement contains no such provisions. Accordingly, no partner of LDG may exercise any dissenter’s rights or appraisal rights in connection with the transaction.

Q: WILL LORAL SPACE BE ABLE TO TRADE GLOBALSTAR COMMON STOCK THAT IT RECEIVES PURSUANT TO THE TRANSACTION?

A: Yes. Globalstar common stock issued pursuant to the purchase agreement will be registered under the Securities Act and will be quoted on the Nasdaq Stock Market under the symbol “GSAT.” All shares of Globalstar common stock issued in the transaction will be freely transferable unless the seller of such securities is deemed an affiliate (for purposes of the federal securities laws) of LDG prior to the transaction or of Globalstar following the transaction. Affiliates of LDG and Globalstar may, however, be able to freely sell the shares they receive in the transaction, subject to certain volume and manner of sale limitations pursuant to Rules 144 and 145 under the Securities Act. The stock certificates for shares of Globalstar common stock issued to affiliates of LDG will bear stock legends referencing those restrictions on transfer. The stock legend on the affiliates’ certificates will be removed by Globalstar’s transfer agent upon a resale of those shares made in accordance with the procedures described in “The Purchase — Resale of Globalstar Common Stock” on page 15.

Q: WHEN DO YOU EXPECT THE TRANSACTION TO BE COMPLETED?

A: Closing of the transaction is subject to the satisfaction of a number of conditions, including receipt of applicable Brazilian regulatory approvals and the effectiveness of a registration statement on Form S-4, of which this prospectus forms a part. Globalstar currently anticipates closing the transaction by May 1, 2008.

Q: WHERE CAN I FIND MORE INFORMATION ABOUT GLOBALSTAR AND LORAL SPACE?

A: More information about Globalstar is available from sources described under “Where You Can Find More Information” on page 35. Additional information about Globalstar also may be obtained from its website at www.globalstar.com, and additional information about Loral Space may be obtained from its website at www.loral.com. Information on these websites is expressly not incorporated by reference into this prospectus.

Q: WHOM SHOULD I CONTACT IF I HAVE ADDITIONAL QUESTIONS?

A: If you have additional questions, please contact Globalstar at 461 S. Milpitas Boulevard, Milpitas, California 95035, telephone (408) 933-4006, Attn: Investor Relations.

Q: ARE THERE RISKS ASSOCIATED WITH THE TRANSACTION?

A: Yes. You should read carefully the section entitled “Risk Factors” beginning on page 8.

SUMMARY

This brief summary highlights selected information from this prospectus. It does not contain all of the information that may be important to you. You should read carefully this entire document and the other documents to which this prospectus refers you to fully understand the transaction. See “Where You Can Find More Information” on page 35. Each item in this summary refers to the page where that subject is discussed in more detail.

Information about Globalstar (see page 28)

Globalstar, Inc.
461 South Milpitas Boulevard
Milpitas, California 95035
(408) 933-4400

Globalstar, a Delaware corporation, is a leading provider of mobile voice and data communications services via satellite. Using satellites and ground stations, Globalstar offers its services in over 120 countries. In most of the world, Globalstar has authority to operate a wireless communications network via satellite over 27.85 MHz of radio spectrum, which is comprised of two blocks of contiguous global radio frequencies. In the United States, the U.S. Federal Communications Commission has authorized Globalstar to use 25.225 MHz.

At September 30, 2007, Globalstar served approximately 285,000 subscribers in the government; public safety and disaster relief; recreational and personal; maritime and fishing; oil and gas; natural resources, mining and forestry; construction; utilities; and transportation markets.

Information about LDG (see page 34)

Loral/DASA Globalstar, L.P.
600 Third Avenue
New York, New York 10016
(212) 697-1105

LDG, a Delaware limited partnership, owns, directly and through a Brazilian holding company, Globalstar do Brasil S.A. (“GdB”), the operating company that offers Globalstar products and services and operates three gateways in Brazil. At September 30, 2007, GdB served approximately 5,500 subscribers.

The Partnership Interest Purchase (see page 11)

At the closing date, GSSI, LLC, a wholly-owned subsidiary of Globalstar, will acquire all of the general partner and limited partner interests of LDG.

What Loral Space Will Receive in the Transaction (see page 11)

The stock consideration will be the aggregate number of shares of Globalstar common stock equal to the quotient of \$6.5 million minus any outstanding service fees owed by LDG to Globalstar divided by the average of the closing price per share of Globalstar common stock on the Nasdaq Stock Market for the 10 trading-day period ending on the trading day immediately preceding the third trading day before closing. By agreement of the LDG partners, Globalstar will pay all of the consideration directly to Loral Space, in consideration of the outstanding indebtedness owed by LDG and its subsidiaries to Loral Space and in consideration of Loral Space’s agreement to indemnify Globalstar for various matters under the purchase agreement.

Dissenter’s Rights or Appraisal Rights (see page 14)

The partners of LDG do not have dissenter’s or appraisal rights. The two partners of LDG have approved the purchase of the partnership interests by Globalstar.

Regulatory Approvals (see page 14)

Consummation of the transaction is contingent upon the receipt of approvals from Brazil's Agência Nacional de Telecomunicações ("Anatel"). The parties must also notify the Brazilian Administrative Council of Economic Defense ("CADE"). Issuance of a final ruling by CADE is not a condition to closing the transaction. Globalstar also intends to make all required filings under the Securities Act and the Securities Exchange Act of 1934, as amended, relating to the transaction.

Interests of Directors/Partners and Executive Officers (see page 17)

As of November 8, 2007, Globalstar's directors and executive officers beneficially owned an aggregate of 51,814,549 shares of Globalstar common stock, representing approximately 62.68% of Globalstar's outstanding common stock. As of September 30, 2007, LDG's partners owned 100% of the partnership interests of LDG.

Material United States Federal Income Tax Consequences of the Transaction (see page 13)

The receipt of the transaction consideration in exchange for LDG partnership interests pursuant to the transaction will be a taxable transaction for United States federal income tax purposes. In general, a U.S. holder (as defined on page 13) who receives the transaction consideration in exchange for LDG partnership interests will recognize capital gain or loss for United States federal income tax purposes equal to the difference, if any, between (i) the fair market value of the Globalstar common stock and (ii) the holder's adjusted tax basis in the LDG partnership interests.

Holders of LDG partnership interests are urged to consult their tax advisors to determine the particular tax consequences to them (including the application and effect of any state, local or foreign income and other tax laws) of the transaction.

Accounting Treatment (see page 15)

Globalstar will account for the transaction under the purchase method of accounting in accordance with United States generally accepted accounting principles.

Selected Historical Financial Information of Globalstar

The following table presents Globalstar's selected historical consolidated financial information and other data for the year ended December 31, 2002, for the period from January 1, 2003 through December 4, 2003, for the period from December 5, 2003 through December 31, 2003, for the years ended December 31, 2004, 2005 and 2006, for the nine month periods ended September 30, 2006 and 2007 and as of December 31, 2002, 2003, 2004, 2005 and 2006 and September 30, 2007. The selected historical consolidated financial data of Old Globalstar for the year ended December 31, 2002, for the period from January 1, 2003 through December 4, 2003 and as of December 31, 2002 has been derived from the consolidated financial statements of Globalstar's predecessor (Old Globalstar). Globalstar's selected historical consolidated financial data for the period December 5, 2003 through December 31, 2003 and as of December 31, 2003 and 2004 has been derived from Globalstar's audited consolidated balance sheets as of those dates. Globalstar's selected historical consolidated financial data for the nine months ended September 30, 2006 and 2007 and as of September 30, 2007 is derived from its unaudited consolidated financial statements which are incorporated by reference in this prospectus.

The columns in the following tables entitled "Predecessor" contain financial information with respect to the business and operations of Old Globalstar for periods prior to December 5, 2003, the date on which Globalstar obtained control of its assets. The columns entitled "Successor" contain financial information with respect to Globalstar's business and operations after that date.

You should read the selected historical consolidated financial data set forth below together with Globalstar's consolidated financial statements and the related notes and "Management's Discussion and Analysis of Financial Condition and Results of Operations" that are incorporated by reference in this prospectus. The selected historical consolidated financial data set forth below are not necessarily indicative of the results of future operations.

	Predecessor		Successor					
	Year Ended December 31, 2002 (unaudited)	January 1 through December 4, 2003	December 5 through December 31, 2003	Year Ended December 31,			Nine months Ended September 30,	
				2004	2005	2006	2006	2007
							(unaudited)	(unaudited)
(Dollars in thousands, except ARPU and churn rate)								
Statement of Operations Data:								
Revenue:								
Service revenue	\$ 17,182	\$ 40,048	\$ 2,387	\$ 57,927	\$ 81,472	\$ 92,037	\$ 69,851	\$ 58,713
Subscriber equipment sales(1)	7,457	16,295	1,470	26,441	45,675	44,634	37,585	15,966
Total revenue	24,639	56,343	3,857	84,368	127,147	136,671	107,436	74,679
Operating Expenses:								
Cost of services (exclusive of depreciation and amortization shown separately below)	26,379	26,629	1,931	25,208	25,432	28,091	20,583	20,428
Cost of subscriber equipment sales(2)	5,650	12,881	635	23,399	38,742	40,396	36,671	11,398
Marketing, general and administrative	39,104	28,814	4,950	32,151	37,945	43,899	31,234	34,185
Restructuring	7,694	5,381	690	5,078	—	—	—	—
Launch termination costs	18,379	—	—	—	—	—	—	—

Depreciation and amortization	30,904	31,473	125	1,959	3,044	6,679	4,424	8,225
Impairment of assets	—	211,854	—	114	114	1,943	—	17,255
Total operating expenses	128,110	317,032	8,331	87,909	105,277	121,008	92,912	91,491
Operating Income (Loss)	(103,471)	(260,689)	(4,474)	(3,541)	21,870	15,663	14,524	(16,812)
Interest income	101	7	7	58	242	1,172	446	2,253
Interest expense(3)	(46,523)	(1,513)	(131)	(1,382)	(269)	(587)	(256)	(1,037)
Interest rate derivative loss	—	—	—	—	—	(2,716)	(2,919)	(751)
Other	—	485	44	921	(622)	(3,980)	(1,844)	4,874
Total other income (expense)	(46,422)	(1,021)	(80)	(403)	(649)	(6,111)	(4,573)	5,339
Income (loss) before income taxes	(149,893)	(261,710)	(4,554)	(3,944)	21,221	9,552	9,951	(11,473)
Income tax expense (benefit)	66	170	(37)	(4,314)	2,502	(14,071)	(14,402)	118
Net Income (Loss)	<u>\$ (149,959)</u>	<u>\$ (261,880)</u>	<u>\$ (4,517)</u>	<u>\$ 370</u>	<u>\$ 18,719</u>	<u>\$ 23,623</u>	<u>\$ 24,353</u>	<u>\$ (11,591)</u>
ARPU(4)	N/A	\$ 69.66	\$ 62.90	\$ 67.93	\$ 68.10	\$ 58.91	\$ 61.61	\$ 46.21
Number of subscribers	N/A	105,571	109,503	141,450	195,968	262,802	255,729	285,268
Churn rate(5)	N/A	0.84%	1.18%	1.51%	1.27%	1.09%	1.04%	1.66%
EBITDA(6)	N/A	\$ (228,731)	\$ (4,305)	\$ (661)	\$ 24,292	\$ 18,362	\$ 17,104	\$ (3,713)
Capital expenditures	N/A	\$ 1,058	\$ 10	\$ 4,015	\$ 9,885	\$ 107,544	\$ 59,958	\$ 128,552

	Predecessor		Successor				As of September 30, 2007
	As of December 31, 2002 (unaudited)		2003	2004	2005	2006	

(In Thousands)

Balance Sheet Data:

Cash and cash equivalents	\$ 15,248	\$ 20,026	\$ 13,330	\$ 20,270	\$ 43,698	\$ 36,339
Restricted cash(7)	\$ —	\$ —	\$ —	\$ —	\$ 52,581	\$ 58,281
Total assets	\$ 294,374	\$ 48,214	\$ 63,897	\$ 113,545	\$ 331,701	\$ 457,894
Long-term debt(8)	\$ 3,425,921	\$ 3,426,338	\$ 3,278	\$ 631	\$ 417	\$ 167
Redeemable common stock	\$ —	\$ —	\$ —	\$ —	\$ 4,949	\$ 3,700
Ownership equity (deficit)	\$ (3,150,598)	\$ (3,415,195)	\$ 40,421	\$ 71,430	\$ 260,697	\$ 400,542

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- Includes related party sales of \$440 and \$3,423 for the years ended December 31, 2005 and 2006 and \$3,400 and \$59 for the nine months ended September 30, 2006 and 2007, respectively.
- Includes costs of related party sales of \$314 and \$3,041 for the years ended December 31, 2005 and 2006 and \$2,985 and \$46 for the nine months ended September 30, 2006 and 2007, respectively.
- Includes related party amounts of \$1,324 (year ended December 31, 2004), \$176 (year ended December 31, 2005), \$0 (year ended December 31, 2006), \$0 (nine months ended September 30, 2006) and \$0 (nine months ended September 30, 2007).
- Average monthly retail revenue per user measures service revenues per month divided by the average number of subscribers (excluding Simplex and independent gateway operator subscribers) during that month. ARPU as so defined may not be similar to average monthly revenue per user as defined by other companies in Globalstar's industry, is not a measurement under GAAP and should be considered in addition to, but not as a substitute for, the information contained in its statement of operations. Globalstar believes that average monthly retail revenue per user provides useful information concerning the appeal of its rate plans and service offerings and its performance in attracting and retaining high value customers.
- Globalstar defines churn rate as the monthly average of the aggregate number of its retail subscribers (excluding Simplex customers and customers of the independent gateway operators) who cancel service during a month, divided by the average number of retail subscribers during the month. Others in Globalstar's industry may calculate churn rate differently. Churn rate is not a measurement under GAAP and should be considered in addition to, but not as a substitute for, the information contained in Globalstar's statement of operations. Globalstar believes that churn rate provides useful information concerning customer satisfaction with its services and products.
- EBITDA represents earnings before interest, income taxes, depreciation and amortization. EBITDA does not represent and should not be considered as an alternative to GAAP measurements, such as net income, and Globalstar's calculations thereof may not be comparable to similarly entitled measures reported by other companies.

Globalstar uses EBITDA as the primary measurement of its operating performance because, by eliminating interest, taxes and the non-cash items of depreciation and amortization, Globalstar believes it best reflects changes across time in its performance, including the effects of pricing, cost control and other operational decisions. Its management uses EBITDA for planning purposes, including the preparation of an annual operating budget. Globalstar believes that EBITDA also is useful to investors because it is frequently used by securities analysts, investors and other interested parties in their evaluation of companies in industries similar to Globalstar. As indicated, EBITDA does not include interest expense on borrowed money or depreciation expense on capital assets or the payment of taxes, which are necessary elements of Globalstar's operations. Because EBITDA does not account for these expenses, its utility as a measure of Globalstar's operating performance has material limitations. Because of these limitations, management does not view EBITDA in isolation and also uses other measures, such as net income, revenues and operating profit, to measure operating performance.

The following is a reconciliation of EBITDA to net income (loss):

	Year Ended December 31,			Nine months Ended September 30,	
	2004	2005	2006	2006	2007

(unaudited)

(In Thousands)

Net income (loss)	\$ 370	\$ 18,719	\$ 23,623	\$ 24,353	\$ (11,591)
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Interest expense (income), net(a)	1,324	27	2,131	2,729	(465)
Income tax expense (benefit)	(4,314)	2,502	(14,071)	(14,402)	118
Depreciation and amortization	1,959	3,044	6,679	4,424	8,225
EBITDA	\$ (661)	\$ 24,292	\$ 18,362	\$ 17,104	\$ (3,713)

(a) Includes Interest expense (income) and interest rate derivative (income) loss.

The following table provides supplemental information as to unusual and other items that are reflected in EBITDA:

	Year Ended December 31,			Nine months Ended September 30,	
	2004	2005	2006	2006 (unaudited)	2007 (unaudited)
	(In Thousands)				
Satellite failures(a)	\$ 114	\$ 114	—	—	—
ELSACOM settlements(b)	—	—	\$ 396	—	—
Restructuring (other)(c)	\$ 5,078	—	—	—	—
Inventory write-down(d)	—	—	\$ 1,943	—	17,255

(a) Represents a write-off for failed satellites.

(b) Represents a write-off in settlement of an overdue gateway receivable from an independent gateway operator and for a settlement over territorial coverage.

(c) Represents costs relating to the restructuring of Old Globalstar that Globalstar assumed in the reorganization.

(d) Represents a write-down of certain first generation product inventory for excess inventory.

(7) Restricted cash is comprised of funds held in escrow by a financial institution to secure Globalstar's payment obligations related to its contract for the construction of the second-generation satellite constellation.

(8) Includes liabilities subject to compromise as of December 31, 2003 in the amount of \$3,421,967.

Certain Historical Per Share Data

The following table lists the per share/partnership interest data of Globalstar and LDG, respectively, as of and for the year ended December 31, 2006, and as of and for the nine months ended September 30, 2007, in the case of Globalstar, and six months ended June 30, 2007 (indicates last available information), in the case of LDG.

	September 30, 2007 / June 30, 2007		December 31, 2006	
Book Value Per Share/Partnership Interest				
<i>Globalstar</i>	\$	4.84	\$	3.58
		(as of September 30, 2007)		
<i>LDG</i>	\$	11,311.92	\$	11,457.75
		(as of June 30, 2007)		
Cash Dividends Per Share/Partnership Interest				
<i>Globalstar</i>		—		—
<i>LDG</i>		—		—
Earnings Per Share/Partnership Interest				
<i>Globalstar</i>		(\$0.15)	\$	0.37
		(for nine months ended September 30, 2007)		
<i>LDG</i>	\$	(145.83)	\$	(502.80)
		(for six months ended June 30, 2007)		

Comparative Market Values of Globalstar and LDG Securities

Globalstar common stock began trading on the Nasdaq Stock Market under the symbol "GSAT" on November 2, 2006. The following table shows the range of high and low sales prices per share for common stock for the periods indicated as reported by Nasdaq through January 29, 2008. As of November 8, 2007, there were 82,671,224 holders of record of Globalstar common stock.

Quarter Ended	Price Range of Globalstar Common Stock	
	High	Low
December 31, 2006	\$ 17.68	\$ 12.80
March 31, 2007	14.68	9.75
June 30, 2007	11.20	9.10
September 30, 2007	12.10	7.33
December 31, 2007	10.03	6.12
March 31, 2008 (through January 29, 2008)	9.25	7.87

On December 20, 2007, the last trading day before the announcement of the purchase agreement, the last reported sale price of Globalstar common stock on the Nasdaq Stock Market was \$9.10. On January 29, 2008, the most recent practicable date prior to the printing of this prospectus, the last reported sale price of Globalstar common stock on the Nasdaq Stock Market was \$8.90.

RISK FACTORS

As a result of the transaction, LDG's business will be subject to the following new or increased risks related to Globalstar's other operations and the structure of the transaction. In addition to the risks described below, the combined company will continue to be subject to the risks described in the documents that Globalstar has filed with the SEC that are incorporated by reference into this prospectus. If any of the risks described below or in the documents incorporated by reference into this prospectus actually occur, the business, financial condition, results of operations or cash flows of the combined company could be materially adversely affected. The risks below should be considered along with the other information included or incorporated by reference into this prospectus.

Globalstar may not realize any benefits from the acquisition and may incur impairment charges if the acquisition is unsuccessful.

Globalstar and LDG entered into the purchase agreement with the expectation that the transaction will result in benefits to all parties, as described in "The Partnership Interest Purchase" beginning on page 11. Achieving the benefits of the transaction will depend in part on the successful integration of LDG's operations and personnel in a timely and efficient manner. The success of the acquisition may also be dependent on Globalstar contributing additional working capital to LDG and its subsidiaries, which may not be available. In addition, the integration is likely to require significant time and attention of Globalstar management that would otherwise be focused on other priorities and could negatively affect Globalstar's ability to operate LDG and to retain key employees after the acquisition. There is no assurance that LDG can be successfully integrated or that any of the anticipated benefit of the acquisition will be realized.

In addition, if Globalstar concludes in the future that the cash flow potential of the LDG assets is significantly less than Globalstar believed at the time of purchase, and that conclusion is based on a long-term rather than short-term trend, Globalstar may need to record an impairment charge. Globalstar cannot assure you that it will not incur impairment charges as a result of the transaction.

If Globalstar cannot maintain the subscriber base of the acquired business, many of the potential benefits of the acquisition may not be realized.

In order to obtain the benefits of the acquisition, Globalstar must maintain or increase the number of subscribers to its communications services in the Brazil service territory. Globalstar may be required to spend additional time and money on customer maintenance and acquisition which would otherwise be spent on developing new products or services. If Globalstar does not maintain or increase its subscriber base in Brazil or if it uses too many of its resources to do so, it could harm the combined company's business, financial condition and results of operations.

The market price of Globalstar common stock may decline as a result of the acquisition.

The market price of Globalstar common stock may decline as a result of the acquisition, including if the integration of LDG is unsuccessful or takes longer than expected, the perceived benefits of the transaction are not achieved as rapidly or to the extent anticipated by financial analysts or investors, or the effect of the transaction on Globalstar's financial results is not consistent with the expectations of financial analysts or investors. In addition, Globalstar's issuance of common stock as payment for the partnership interests will be dilutive to current stockholders. The ability of Loral Space to sell the Globalstar common stock received in the transaction may increase the volatility of and lower the price of Globalstar's common stock.

The acquisition of LDG may decrease Globalstar's liquidity.

Globalstar may be required to commit additional working capital to LDG and its subsidiaries. If Globalstar does so, its liquidity will decrease, which could adversely affect its ability to fund capital expenditures for its second-generation satellite constellation and related ground station upgrades.

The number of shares of common stock that Loral Space will receive in the transaction is subject to change.

The total number of shares of Globalstar common stock that Globalstar will issue in the acquisition will be determined by dividing \$6.5 million (less an adjustment for outstanding service fees) by the average of the closing sales prices per share of Globalstar common stock as reported by the Nasdaq Stock Market for the 10 trading-day period ending on the trading day immediately preceding the third trading day prior to the closing of the transaction. See "The Partnership Interest Purchase

Consideration" beginning on page 11. The number of shares of Globalstar common stock to be issued in the transaction is subject to fluctuation, in that the lesser the average closing price of Globalstar common stock during the 10-trading-day period, the more shares of Globalstar common stock that will be issued in the transaction, and the greater the average closing price, the fewer shares that will be issued. Changes in the market price of Globalstar common stock during the three trading days prior to, and the day of, the closing will not affect the number of shares to be issued in the transaction.

Loral Space will have substantively different rights with respect to its interests following the transaction.

Upon consummation of the transaction, Loral Space will become a stockholder of Globalstar, a public Delaware corporation. There are material differences between the rights of partners of a private partnership and the rights of stockholders of a public corporation. See "Comparison of Stockholder and Partnership Rights" beginning on page .

The acquisition is subject to the receipt of consents and approvals from various governmental entities, which may impose conditions on, jeopardize or delay completion of the acquisition or reduce the anticipated benefits of the acquisition.

Completion of the transaction is conditioned upon filings with, and the receipt of required consents, orders, approvals or clearances from, various Brazilian governmental entities, including the communications licensing agency. There can be no assurance that all of these required consents, orders, approvals and clearances will be obtained. If the required consents are obtained, at any time before or after the time that the transaction is effective under

CAUTIONARY STATEMENT CONCERNING FORWARD-LOOKING STATEMENTS

This prospectus and the documents incorporated by reference herein contain “forward-looking” statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. Forward-looking statements may include, without limitation, statements relating to:

- Globalstar’s ability to integrate LDG’s operations into Globalstar’s operations;
- the expected completion date of the acquisition;
- the expected benefits of the acquisition to Globalstar’s business;
- the acquisition’s ability to provide Loral Space with liquidity through the receipt of registered Globalstar common stock; and
- Globalstar’s expectations with regards to business, operations and financial effects of the acquisition.

These statements involve known and unknown risks, uncertainties, and other factors that may cause results, levels of activity, performance, or achievements to be materially different from any future results, levels of activity, performance, or achievements expressed or implied by such forward-looking statements. Such factors include, among others, those listed under “Risk Factors” and elsewhere in this prospectus and the documents incorporated by reference. In some cases, you can identify forward-looking statements by terminology such as “may,” “will,” “should,” “intend,” “expect,” “plan,” “anticipate,” “believe,” “estimate,” “predict,” “potential,” or “continue” or the negative of such terms or other comparable terminology.

Globalstar cautions you not to place significant reliance on these forward-looking statements, which speak only as of the date of this prospectus or the date of the incorporated documents, as applicable, and Globalstar undertakes no obligation to update or revise these statements.

THE PARTNERSHIP INTEREST PURCHASE

The following discussion of the transaction is subject to and qualified in its entirety by reference to the purchase agreement, which is included in this prospectus as Annex A.

Structure of the Transaction

At the closing date, subject to the provisions of the purchase agreement, Loral Holdings LLC, the general partner of LDG, and Global DASA LLC, the limited partner of LDG, will sell and transfer all of their partnership interests in LDG to GSSI, LLC, a wholly-owned subsidiary of Globalstar. To comply with Brazilian law, certain entities affiliated with Loral Holdings and Global DASA own quotas of Loral/DASA do Brasil Holdings Ltda., a subsidiary of LDG. The holders of these quotas will assign them to GSSI as required by applicable Brazilian law without additional consideration. After the closing, GSSI will be the sole partner of LDG and will control the Globalstar gateway locations and operations at three locations in Brazil.

Consideration

As aggregate consideration for the transaction, Globalstar will issue to Loral Space Globalstar common stock valued at \$6.5 million minus certain outstanding service fees owed by LDG to Globalstar as described below.

The stock consideration will be the aggregate number of shares of Globalstar common stock equal to the quotient of \$6.5 million, minus any outstanding service fees owed by LDG to Globalstar pursuant to the existing Satellite Capacity Agreement between the parties, divided by the average of the closing price per share of Globalstar common stock on the Nasdaq Stock Market for the 10 trading-day period ending on the trading day immediately preceding the third trading day prior to closing.

The exact number of shares of Globalstar common stock to be delivered in the transaction is not determinable at this time because the price used to calculate the number of shares of common stock to be delivered pursuant to the purchase agreement and the deduction for the service fees owed is not yet known. The following table sets forth the number of shares of Globalstar common stock that would be delivered in the transaction at various average sales prices per share for the period described above, assuming no deduction for service fees.

	Globalstar Common Stock 10-Day Average Closing Price				
	\$ 7.00	\$ 8.00	\$ 9.00	\$ 10.00	\$ 11.00
Aggregate Shares of Globalstar Common Stock Issuable	928,571	812,500	722,222	650,000	590,909

Fractional Shares

Globalstar will not issue any fractional shares of common stock in the transaction.

Payment of Consideration

On the closing date, Globalstar will deliver to Loral Space the common stock payable under the purchase agreement.

Background of the Transaction

On several occasions during the second quarter of 2006, James Monroe III, Chairman & CEO of Globalstar, and Eric J. Zahler, then President and COO of Loral Space, discussed an acquisition by Globalstar of LDG's independent gateway operations in Brazil in connection with settlement discussions on other matters and the lock-up agreement being requested by the underwriters of Globalstar's initial public offering.

During the third quarter of 2006, Mr. Monroe and Mr. Zahler discussed the structure and consideration of an acquisition of the Brazilian gateway operator, and the parties began to exchange term sheets regarding the acquisition. During this time period the parties reached agreement in principle on a purchase price of \$6.5 million in Globalstar common stock. On August 21, 2006, Globalstar and Loral Space entered into a confidentiality agreement concerning the

proposed transaction. From that time through the third quarter of 2007, certain members of Globalstar's management conducted due diligence discussions with Loral Space and its indirect subsidiary, GdB.

On October 17, 2006, Globalstar and Loral Space agreed to settle their dispute regarding Government Services, L.L.C., a subsidiary owned 75% by Globalstar and 25% by Loral Space. At the same time, Loral Space advised Globalstar and the underwriters that it would sign a requested lock-up agreement that prohibited Loral Space from selling 70% of its Globalstar common stock for 180 days following Globalstar's initial public offering.

The parties continued to negotiate a term sheet for the transaction in the fourth quarter of 2006 and the first quarter of 2007. On May 10, 2007, U.S. counsel to Globalstar submitted a draft purchase agreement to Loral Space contemplating a structure whereby Globalstar would acquire substantially all of the assets of LDG and its operating subsidiaries.

After further diligence, documents were exchanged and all parties reviewed the potential transaction with Brazilian counsel, the parties agreed in principle to change the structure of the transaction to a purchase of the partnership interests of LDG. U.S. Counsel for Globalstar circulated a revised purchase agreement to Loral Space on June 13, 2007.

Thereafter through November 14, 2007, the parties and their counsel exchanged many drafts and negotiated the terms of the definitive purchase agreement and related documentation, including provisions with respect to the manner in which the final consideration would be calculated, the manner in which outstanding tax liabilities would be paid and indemnified by Loral Space in the future, the representations and warranties to be made by all parties, covenants restricting the operations of LDG and its subsidiaries between the execution of the purchase agreement and closing and conditions to closing the transaction. On November 14, 2007, the parties reached a substantially final agreement on the terms of the transaction and Globalstar and Loral Space and its related parties delivered signature pages into escrow pending receipt of signatures from Global DASA and Mercedes-Benz do Brasil Ltda. ("MBBras"). MBBras is the owner of a quota share of Loral/DASA do Brasil Holdings Ltda., a subsidiary of LDG and the parent of GdB. This escrow arrangement expired on December 14, 2007.

In early December 2007, the parties became aware of a tax issue affecting MBBras. The parties resolved this issue on or about December 19, 2007, clearing the way for execution of the purchase agreement.

At all regular meetings during 2007, the Globalstar board of directors was briefed with respect to progress of the transaction. The briefings included, at a minimum, management's opinion with respect to financial impact of the transaction, the financial terms of the proposed purchase agreement, and the status of the negotiations. On January 14, 2008, a copy of the executed purchase agreement was sent to each of the directors with a request that it be ratified. On January 18, 2008, by unanimous written consent, the directors ratified the purchase agreement and authorized registration of the stock required as consideration under the purchase agreement.

In September 2006, the Loral Space board was briefed on matters relating to GdB. On December 17, 2007, the board of directors of Loral Space and of Loral Holdings LLC, the general partner of LDG, and LGP Bermuda Ltd. were briefed on the terms of the proposed sale of the LDG business to Globalstar, approved such sale and delegated to management the authority to finalize and execute the purchase agreement and such other agreements and documents as may be necessary to consummate the proposed transaction.

On or about November 26, 2007, DASA reported that it had received all requisite authorizations to approve the proposed purchase agreement. On or about December 19, 2007, MBBras received all requisite authorizations to approve the proposed purchase agreement.

On December 21, 2007, Globalstar, GSSI, Global DASA, LDG, Loral Space and the other LDG subsidiaries executed the agreement.

Loral Space's and LDG's Reasons for the Transaction

In December 2000, in connection with financial difficulties then being experienced by Old Globalstar, Loral Space wrote off its investments in its Globalstar-related operations. Following Loral Space's emergence from its own reorganization in 2005, Loral Space has decided to focus on its core and strategic businesses which are satellite manufacturing and fixed satellite services. The Globalstar service provider business is no longer a core or strategic business for Loral Space, and, Loral Space believes that without further significant investment, which Loral is unwilling

to make, the business will not achieve profitability. By divesting the Globalstar service provider business in Brazil, Loral Space expects to avoid further losses attributable to the business as well as to allow its management to focus on its core and strategic businesses without diversion of time, effort and expense in managing non-core, non-strategic businesses. DASA, a passive, limited partner investor in the Globalstar Brazil business, like Loral Space, also viewed its investment as non-core and non-strategic, has determined that DASA would not invest further in the business and, therefore, has decided to divest its interest in the business.

Globalstar's Reasons for the Transaction

The acquisition of LDG is consistent with Globalstar's stated strategy to acquire independent gateway operators when it believes it can do so on favorable terms. After this acquisition, Globalstar will own and operate 12 of its gateways, with the remaining 13 operated by independent gateway operators. Globalstar expects the acquisition to enhance its results of operations in three respects:

- *Greater resources.* Globalstar expects to be able to devote greater financial and technical resources to LDG to grow the subscriber base and revenue faster than current management.
- *Improved margins.* Instead of selling services on a wholesale basis to LDG, Globalstar expects to sell directly to LDG subscribers at higher retail margins.
- *Expanded marketing capability.* Globalstar believes expanding the territory it serves directly will better position it to market its services directly to multinational customers who require a global communications provider.

Globalstar cannot assure you, however, that any of the potential savings, synergies or opportunities considered by it in evaluating the purchase will be achieved following completion of the transaction. See "Risk Factors" beginning on page 8.

Material United States Federal Income Tax Consequences of the Transaction

The following discussion of the material U.S. federal income tax consequences of the transaction to U.S. holders (as defined below) of LDG partnership interests is based on the Internal Revenue Code of 1986, as amended (which is referred to as the "Code"), applicable Treasury Regulations, published positions of the Internal Revenue Service and court decisions in effect as of the date hereof, all of which are subject to change, potentially with retroactive effect, and to differing interpretation. The discussion set forth below is intended only as a summary of the material U.S. federal income tax consequences of the transaction and does not purport to be a complete analysis of all potential tax consequences of the transaction. In particular, this discussion does not address all aspects of U.S. federal income taxation that may be relevant to particular holders of LDG partnership interests in light of their individual circumstances or to holders who are subject to special treatment under the U.S. federal income tax laws (including, for example, banks, insurance companies and other financial institutions, partnerships and other pass-through entities and investors in such entities, tax-exempt organizations, broker-dealers, persons who are not citizens or residents of the United States, holders subject to the alternative minimum tax, holders that hold partnership interests as part of a straddle, hedge, constructive sale or conversion transaction, holders whose functional currency is not the U.S. dollar, and holders who acquired their partnership interests upon the exercise of employee options or otherwise as compensation or through a tax-qualified retirement plan). The following discussion does not address any aspects of state, local or foreign taxation and does not address the tax consequences to any person who actually or constructively owns 5% or more of any class of LDG partnership interests. This discussion assumes that holders of LDG partnership interests hold their LDG partnership interests as capital assets (generally, property held for investment).

Holders of LDG partnership interests are urged to consult with their own tax advisors to determine the particular tax consequences to them (including the application and effect of any state, local or foreign tax laws) of the transition.

For purposes of this discussion, a "U.S. holder" is any beneficial owner of LDG partnership interests that is, for U.S. federal income tax purposes:

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- a citizen or resident of the United States;
 - a corporation (or other entity taxable as a corporation for U.S. federal income tax purposes) created or organized in the United States or under the laws of the United States or of any state thereof or the District of Columbia;
 - an estate, the income of which is subject to U.S. federal income tax regardless of its source; or
 - a trust if it (1) is subject to the primary supervision of a court within the United States and one or more United States persons have the authority to control all substantial decisions of the trust or (2) has a valid election in effect under applicable Treasury Regulations to be treated as a United States person.

If a partnership (or other entity treated as a partnership for U.S. federal income tax purposes) holds LDG partnership interests, the tax treatment of a partner in the partnership (or other entity) will generally depend on the status of the partners and the activities of the partnership (or other entity). If a U.S. holder is a partner in a partnership (or other entity) holding LDG partnership interests, such holder should consult its tax advisor.

Consequences of the Transaction

The receipt of the transaction consideration in exchange for LDG partnership interests pursuant to the transaction will be a taxable transaction for United States federal income tax purposes. In general, a U.S. holder who receives the transaction consideration in exchange for LDG partnership interests will recognize capital gain or loss for United States federal income tax purposes equal to the difference, if any, between (i) the fair market value of the Globalstar common stock and (ii) the holder's adjusted tax basis in the LDG partnership interests. Any such gain or loss will be long-term capital gain or loss if the holding period for the LDG partnership interests exceeds one year at the effective time of the transaction. Long-term capital gains of non-corporate U.S. holders generally are eligible for preferential rates of United States federal income tax. Certain limitations apply to the use of capital losses. In addition, certain gain attributable to "unrealized receivables" or "inventory items" could be characterized as ordinary income rather than capital gain.

A U.S. holder's aggregate tax basis in Globalstar common stock received in the transaction will equal the fair market value of the stock as of the effective date of the transaction. The holding period of the Globalstar common stock received in the transaction will begin on the day after the effective date of the transaction.

Information Reporting and Backup Withholding

Payments of cash made in connection with the transaction may be subject to information reporting and backup withholding at a rate of 28%, unless a holder of LDG partnership interests:

- provides an accurate taxpayer identification number and other required information to the disbursing agent; or
- is a corporation or comes within certain exempt categories and otherwise complies with the applicable requirements of the backup withholding rules.

Backup withholding is not an additional tax and any amounts withheld under the backup withholding rules may be refunded or credited against the holder's U.S. federal income tax liability, provided that the required information is furnished to the Internal Revenue Service.

No Dissenter's Rights or Appraisal Rights

Pursuant to the partnership agreement of LDG, and Delaware law, the partners of LDG may not exercise any dissenter's rights or appraisal rights in connection with the transaction.

Regulatory Approvals Required for the Transaction

Consummation of the transaction is contingent upon the receipt of approvals from Anatel, Brazil's telecommunications agency. The parties must also notify CADE, Brazil's antitrust and competition authority. Issuance of a final ruling by CADE is not a condition to closing the transaction. Globalstar also intends to make all required filings

under the Securities Act and the Exchange Act relating to the transaction. No Hart-Scott-Rodino filings or approvals are required to consummate the transaction.

Accounting Treatment of the Transaction

Globalstar will account for the transaction under the purchase method of accounting in accordance with United States generally accepted accounting principles.

Resale of Globalstar Common Stock

Globalstar common stock issued in the transaction will be freely transferable under the Securities Act, except for shares sold by a person which is deemed to be:

- an "affiliate" of LDG for purposes of Rule 145 under the Securities Act; or
- an "affiliate" of Globalstar for purposes of Rule 144 under the Securities Act.

Affiliates will include persons (generally executive officers, directors and owners of 10% or more of the outstanding equity) who control, are controlled by, or are under common control with, Globalstar at or after the effective date of the transaction and LDG immediately prior to the transaction.

Generally, during the year following the effective date of the transaction, those persons who are affiliates of LDG immediately prior to the transaction, provided they are not affiliates of Globalstar at or following the effective date of the transaction, may publicly resell any of the Globalstar common stock received by them in the transaction, subject to certain limitations and requirements. These include the amount of Globalstar common stock that may be sold by them in any three-month period, the manner of sale and the adequacy of current public information about Globalstar.

After the one-year period, such affiliates may resell their shares without such restrictions, so long as there is adequate current public information with respect to Globalstar as required by Rule 144.

Persons who are affiliates of Globalstar after the effective date of the transaction may publicly resell the Globalstar common stock received by them in the transaction subject to the same limitations and requirements as apply to LDG affiliates in the first year and subject to certain filing requirements specified in Rule 144.

The ability of affiliates to resell the Globalstar common stock received in the transaction under Rule 144 or Rule 145, as summarized herein, generally will be subject to Globalstar's compliance with its public reporting requirements under the Exchange Act for specified periods prior to the time of sale.

Affiliates also would be permitted to resell Globalstar common stock received in the transaction pursuant to an effective registration statement under the Securities Act or another available exemption from the Securities Act registration requirements. However, Globalstar has no obligation to file a registration statement for this purpose and has no current intention to do so.

This prospectus does not cover any resales of Globalstar common stock received by persons who may be deemed to be affiliates of Globalstar or LDG.

RELATIONSHIPS WITH LDG AND LORAL SPACE

On March 14, 2003, Loral Space, the Creditors' Committee of Old Globalstar and Old Globalstar signed a term sheet outlining the terms and conditions of a comprehensive settlement of certain contested matters and a release of the claims against Loral Space (the "Loral Settlement") which was approved by the Bankruptcy Court. Pursuant to the definitive settlement agreement, as of the closing, among other things, certain financial obligations of Loral-affiliated service providers due to Old Globalstar were settled through deduction in debt obligations owed by Globalstar Canada Co. to Loral Space and of other financial obligations between Old Globalstar and Loral Space were restructured. As a result of the Loral Settlement, Globalstar had a restructured note payable to Loral Space in the amount of approximately \$4.0 million with interest at 6% per annum due in equal quarterly installments of \$364,000 plus interest from June 2005 through March 2008.

On July 31, 2005, the note payable and accrued interest to Loral Space totaled approximately \$4.0 million. Pursuant to an agreement reached with Loral Space effective July 31, 2005, this amount was released in exchange for:

- the offset of an \$818,000 receivable due to Globalstar;
- cash of \$500,000 paid by Globalstar;
- the issuance of three credit memos of \$300,000, \$500,000 and \$1,809,000 by Globalstar to Loral Space to be used for future purchases of equipment and air time payments; and
- the forgiveness of \$100,000 by Loral Space (recorded as other income).

As of December 31, 2005 and 2006, Loral Space had unused credit memos totaling \$1,606,000 and \$24,000, respectively. The unused credit memos are classified as deferred revenue on Globalstar's consolidated balance sheet. Interest expense on the note payable to Loral Space for the years ended December 31, 2004, 2005 and 2006 was \$237,000, \$176,000 and \$0, respectively.

On May 1, 2004, Globalstar and GdB, a subsidiary of LDG, entered into a Satellite Capacity Leasing Agreement providing for the allocation of satellite capacity on the Globalstar network to the gateways in Brazil and related obligations. Pursuant to the Loral Settlement, GdB receives satellite capacity under this agreement on terms, including price, payment and quality of service, no less favorable than Globalstar offers to any other independent gateway operator for similar types and quantities of satellite services. This agreement was assigned to LDG on July 31, 2005.

Globalstar has a company-sponsored retirement plan covering certain current and past U.S.-based employees. Until June 1, 2004, substantially all of Old Globalstar's and Globalstar's employees and retirees who participated and/or met the vesting criteria for the plan were participants in the Retirement Plan of Space Systems/Loral, Inc. (the "Loral Plan"), a defined benefit pension plan. The accrual of benefits in the Old Globalstar segment of the Loral Plan was curtailed, or frozen, by the administrator of the Loral Plan as of October 23, 2003. Prior to October 23, 2003, benefits for the Loral Plan were generally based upon compensation, length of service with the company and age of the participant. On June 1, 2004, the assets and frozen pension obligations of the segment attributable to Globalstar's employees were transferred into a new Globalstar Retirement Plan (the "Globalstar Plan"). The Globalstar Plan remains frozen and participants are not currently accruing benefits beyond those accrued as of October 23, 2003. Globalstar's funding policy is to fund the Globalstar Plan in accordance with the Internal Revenue Code and regulations.

On June 1, 2004, Globalstar entered into a master services agreement with Space Systems/Loral, Inc., a subsidiary of Loral Space providing for various services related to preparing its eight spare satellites for launch. Globalstar launched these satellites in 2007. At September 30, 2007, Globalstar had authorized Space Systems/Loral, Inc. to spend up to approximately \$30.1 million related to this agreement and related task orders, and approximately \$25.4 million of those charges had been incurred. The agreement renews annually for up to 10 years unless terminated earlier. Globalstar may terminate the agreement upon 30-days notice and any task order upon 10-days notice. Upon termination, Globalstar must pay for any costs related to services performed through termination and the 10-day transition period thereafter. Those costs may not exceed the amount previously authorized. Globalstar or Space Systems/Loral may terminate the agreement upon any uncured material breach of the terms of the agreement or any task order.

On May 26, 2005, Loral Space filed a motion for an order in its Delaware bankruptcy case under Rule 2004 seeking to compel Globalstar and certain affiliates and individuals to produce documents and appear for oral examination. The matter involved Globalstar's management of Government Services, L.L.C. ("GSLLC"), in which Loral Space held a 25% minority interest, and alleged breach of fiduciary duty by the directors of GSLLC. On October 17, 2006, Globalstar and Loral Space agreed to settle this litigation. Globalstar agreed to pay \$0.5 million in cash to Loral Space to settle the

litigation and to acquire from Loral Space its 25% interest in GSLLC. The Delaware court approved the settlement on November 22, 2006, and payment was made on December 4, 2006. Globalstar subsequently dissolved GSLLC.

INTERESTS OF CERTAIN PERSONS IN THE TRANSACTION

Indemnification of Former Partners of LDG

The Second Amended and Restated Partnership Agreement of LDG provides for indemnification of any general or limited partner unless it is determined that a partner's conduct constituted actual fraud, gross negligence or willful or wanton misconduct. This indemnification will survive the transaction. In addition, the directors and officers liability insurance policy of Loral Space covers directors and officers of its subsidiaries, including LDG.

Ownership of LDG Partnership Interests by Partners of LDG

Loral Holdings LLC owns a 73.34% general partnership interest and Global DASA LLC owns a 26.66% limited partnership interest in LDG.

THE PURCHASE AGREEMENT

The following is a summary of the material provisions of the purchase agreement. This summary does not purport to be complete and is qualified in its entirety by reference to the purchase agreement included as Annex A to this prospectus.

General Terms

On December 21, 2007, Globalstar, GSSI, LDG, GdB, Loral/DASA do Brasil Holdings Ltda. ("LdBH"), Loral Holdings LLC, Global DASA LLC ("Global DASA"), LGP (Bermuda) Ltd. ("LGP Bermuda"), MBBras and Loral Space entered into a partnership interest purchase agreement (the "purchase agreement"). Under the purchase agreement, Loral Holdings and Global DASA agreed to sell and transfer all of the outstanding partnership interests of LDG to GSSI, a wholly-owned subsidiary of Globalstar. In addition, LGP and MBBras agreed to assign and transfer quotas in LdBH to GSSI. The purchase will close not later than the tenth business day following the date all conditions precedent have been satisfied, or at such other date mutually agreed by the parties.

Treatment of LDG Partnership Interests

On the closing date, the sellers will transfer the partnership interests and quotas to GSSI, and Globalstar will issue its shares of common stock, in the amount described below, to Loral Space. By agreement of the LDG partners, Globalstar will pay all of the consideration directly to Loral Space, in consideration of the outstanding indebtedness owed by LDG and its subsidiaries to Loral Space and in consideration of Loral Space's agreement to indemnify Globalstar for various matters under the purchase agreement.

Determination of Aggregate Share Consideration

Globalstar will issue to Loral Space a number of shares of Globalstar common stock determined by dividing \$6.5 million, minus any outstanding service fees owed by LDG to Globalstar, by the average of the closing price per share of Globalstar common stock as reported by the Nasdaq Stock Market for the 10 trading-day period ending on the trading day immediately preceding the third trading day prior to the closing of the transaction.

The Globalstar common stock issued pursuant to the transaction will be deemed issued and outstanding on the closing date of the transaction.

Fractional Shares

Globalstar will not issue any fractional shares of Globalstar common stock in the transaction. Any fractional shares that would otherwise be issuable in the transaction to Loral Space will be rounded up to the nearest whole number.

Representations and Warranties

The purchase agreement contains representations and warranties by Loral Holdings (in its capacity of general partner of LDG), GdB and LdBH, and by LGP (Bermuda) and Loral Space, and by Global DASA and by MBBras, respectively, relating to, among other things:

- due organization, valid existence and qualification to do business;
- ownership structure;
- authority to enter into the purchase agreement and approval of the transactions contemplated thereby;
- absence of conflicts with governing documents or contracts;
- title to and sufficiency of assets;
- fair presentation of LDG's financial statements;
- absence of material adverse change since June 30, 2007;
- absence of material legal proceedings and litigation;
- accuracy of information supplied for inclusion in this prospectus;
- compliance with permits, laws and orders;
- tax matters;
- matters relating to employee benefit plans and Brazilian labor laws;
- identification of and compliance with material contracts;
- identification of inventory;
- ownership and leases of material property;
- identification of insurance and any casualty experienced;
- transactions with affiliates;
- payment of brokerage or finder's fees;
- compliance with environmental laws and regulations;
- proprietary rights; and
- validity of accounts receivable of GdB.

The purchase agreement also contains representations and warranties by LGP (Bermuda) and Loral Space, by Global DASA and by MBBras, respectively, relating to, among other things:

- due organization, valid existence and qualification to do business;

- authority to enter into the purchase agreement and approval of the transactions contemplated thereby;

- in the case of LGP Bermuda and Loral Space, accuracy of information supplied for inclusion in this prospectus;
- payment of brokerage or finder's fees; and
- in the case of LGP Bermuda and MBBras, ownership of quotas in LdBH.

The purchase agreement contains representations and warranties by Globalstar and GSSI relating to, among other things:

- due organization, valid existence and qualification to do business;
- capital structure;
- authority to enter into the purchase agreement and approval of the transactions contemplated thereby;
- due issuance and transferability of common stock as consideration under the purchase agreement;
- accuracy of information supplied for inclusion in this prospectus; and
- payment of brokerage or finder's fees.

Covenants

The purchase agreement contains covenants of each of Loral Space, Loral Holdings, LDG, GdB and LdBH, among other things (and with certain specified exceptions):

- not to, and to use reasonable best efforts to cause representatives acting on its behalf not to, solicit, initiate, knowingly encourage, or participate in any discussions with respect to, any transaction or any tender offer or acquisition of 10% of its business or securities or participate in any negotiations regarding such transaction;
- to provide Globalstar, GSSI and their counsel, accountants and other representatives full access to all property and documents of LDG and its subsidiaries;
- not to compete in the Mobile Satellite Services industry or solicit employees, customers or suppliers in Brazil for three years following the closing date;
- to provide and update, as promptly as practicable, such financial and other information to Globalstar as required in connection with the registration statement of which this prospectus is a part;
- to provide Globalstar, as soon as practicable, but no later than 45 days after the last day of the applicable month, certain financial statements of GdB;
- to provide Globalstar, as soon as practicable, but no later than 15 days after the last day of the applicable month, copies of monthly churn reports showing changes in customer base;
- promptly to file or provide information necessary to complete all required consents and approvals;
- not to issue any press release or make any public statement concerning the transaction without concurrence of Globalstar, unless required by the applicable federal securities laws or rules of a national securities exchange;
- not to destroy any records pertaining to LDG's business existing at the closing for three years after the closing or until the expiration of any applicable statute of limitations;
- to deposit any monies received as tax reimbursement in a special account to be distributed in accordance with the purchase agreement; and

- promptly to notify Globalstar and GSSI of the occurrence of any event prior to closing that would constitute a breach of one of its representations and warranties.

The purchase agreement contains covenants of each of Globalstar and GSSI, among other things:

- to prepare, file, update, amend and supplement the registration statement, of which this prospectus is a part, as soon as practicable and use its reasonable best efforts to have the Form S-4 declared effective as promptly as practicable;
- promptly to notify Loral Holdings, Loral Space and the other parties to the purchase agreement of the occurrence of any event prior to closing that would constitute a breach of one of its representations and warranties;
- not to issue any press release or make any public statement concerning the transaction without concurrence of Loral Space, unless required by the

applicable federal securities laws or rules of a national securities exchange;

- to deposit any monies received as tax reimbursement in a special account to be distributed in accordance with the purchase agreement;
- to change all corporate names of LDG and its subsidiaries as soon as practicable after closing, but in no event later than 15 days after closing; and
- to prepare and file the notice to CADE.

Conditions to Closing

The parties' obligations to consummate the transaction are subject to the following conditions precedent:

- the absence of any orders, restraints or permanent injunctions by any federal or state court of competent jurisdiction preventing consummation of the transaction; and
- obtaining all Anatel approvals, and all other required approvals and authorizations.

In addition, the obligations of the sellers to consummate the transaction are subject to the following conditions precedent:

- the registration statement on Form S-4 of which this prospectus is a part shall have become effective and any required "blue sky" authorizations shall have been obtained;
- the Globalstar common stock issuable pursuant to the transaction shall have been approved for listing on the Nasdaq Stock Market;
- the representations and warranties of Globalstar and GSSI shall be true and correct in all material respects when made and at the closing date;
- Globalstar shall have performed in all material respects all obligations required to be performed by it under the purchase agreement; and
- the sellers shall have received a certificate signed by an officer of Globalstar relating to the above conditions.

In addition, Globalstar's obligations to consummate the transaction are subject to the following conditions precedent:

- the representations and warranties of Loral Holdings, LDG, LdBH, GdB, LGP Bermuda, Loral Space, Global DASA and MBBras shall be true and correct in all material respects when made and at the closing date;

- the sellers shall have performed in all material respects all obligations required to be performed by them under the purchase agreement;
- Globalstar shall have received a certificate signed by an officer of each seller relating to the above conditions;
- no material adverse change in the business of LDG and its subsidiaries since June 30, 2007 shall have occurred (except any change related to Globalstar constellation service matters);
- LDG and its subsidiaries shall have sufficient cash on hand to meet liabilities on the closing account schedule due within 30 days of closing;
- all credit facilities of LDG and its subsidiaries shall have been terminated; and
- if sufficient tax reimbursements have been received by LDG prior to closing, LDG shall have made payment to Globalstar of outstanding satellite services fees minus \$500,000.

Indemnification

The purchase agreement provides the following indemnification provisions, subject in some cases to applicable thresholds and caps:

- Loral Space will indemnify Globalstar and its affiliates from and against all claims based upon, arising out of or otherwise in respect of:
 - breaches of representations or warranties made by the sellers in the Agreement;
 - breaches of covenants made by the sellers in the Agreement;
 - liabilities related to taxes on the balance sheet of GdB at June 30, 2007 (the "Loral Tax Liabilities"); or
 - assertion by a party unaffiliated with Globalstar against Globalstar, GSSI, LDG, LdBH or GdB of any claim arising from or related to (A) the operation of the GdB business prior to the closing, or (B) any liability of any LDG, LdBH or GdB existing as of the closing date, but not including any of the following liabilities: (x) GdB's liabilities under certain contracts; (y) liabilities arising in the ordinary course of the business not older than 30 days as of the closing; and (z) liabilities directly or indirectly related to service issues related to any degraded performance of the Globalstar satellite constellation or caused by Globalstar or to GdB employees other than terminated employees.
- Globalstar will indemnify the sellers and their affiliates from and against all claims based upon, arising out of or otherwise in respect of:
 - breaches of representations or warranties made by Globalstar in the purchase agreement;

- breaches of covenants made by Globalstar in the purchase agreement;
 - assertion against any seller of any assumed liability; or
 - assertion against a seller of any claim arising from or related to the ownership, possession and use of the assets and the operation of the GdB business from and after the closing.
- Subject to certain exceptions, Globalstar and Loral Space will indemnify each other from and against claims based upon, arising out of or otherwise in respect of any violation of the Securities Act, insofar as such claims arise out of or are based upon any untrue statement of any material fact contained in the registration statement of which this prospectus is a part, final prospectus, preliminary prospectus, or prospectus supplement contained therein or filed with the SEC, or any amendment or supplement thereto, or any omission to state therein a material fact required to be stated therein or necessary to make the statements therein (in the case of a prospectus, in the light of the circumstances under which they were made) not misleading.

Termination

The purchase agreement may be terminated at any time prior to closing:

- by mutual written consent of Globalstar and Loral Space;
- by either Globalstar or Loral Space, if the transaction is not consummated by June 30, 2008, although the right to terminate will not be granted to any party whose failure to perform caused such delay;
- by either Globalstar or Loral Space, if any court order, injunction or law prohibits consummation of the transaction and such order, injunction or law is final and non-appealable, although the right to terminate will not be granted to any party who has not used its reasonable best efforts to prevent the entry or to remove the restraint;
- by either Globalstar or Loral Space, if any condition to closing becomes incapable of satisfaction prior to June 30, 2008, provided that the failure of any such condition to be capable of satisfaction is not the result of a material breach of the purchase agreement by the party seeking to terminate the agreement;
- by Loral Space, if Globalstar or GSSI has breached or failed to perform in material respect any of its representations, warranties, covenants or other agreements which are incapable of being cured or are not cured by Globalstar within 20 days following written notice from LDG; and
- by Globalstar, if LDG, LdBH, GdB, Loral Holdings, Global DASA or Loral Space shall have breached or failed to perform in material respect any of their representations, warranties, covenants or other agreements which are incapable of being cured or are not cured by them within 20 days following written notice from Globalstar.

Amendments and Waivers

The purchase agreement may be amended at any time in writing signed by all of the parties. At any time, the parties may extend time for performance of any obligation, waive inaccuracies in the representations and warranties and waive compliance of other conditions. Any such waiver must be in writing signed by the party granting such extension or waiver.

Fees and Expenses

All fees and expenses incurred with respect to the purchase agreement and related transactions will be paid by the party incurring such fees and expenses, whether or not the transaction is consummated. Globalstar and Loral Space will share equally the costs of all filing fees owed to governmental authorities in connection with all regulatory filings required in connection with the transactions pursuant to the purchase agreement, up to \$100,000, after which Globalstar will be solely responsible for such costs.

COMPARISON OF STOCKHOLDER AND PARTNER RIGHTS

Globalstar is a corporation incorporated under the laws of the state of Delaware. LDG is a limited partnership formed under the laws of the state of Delaware. If the transaction is completed, Loral Space, as the parent of Loral Holdings, the general partner of LDG, whose rights are currently governed by the Delaware Revised Uniform Limited Partnership Act ("RULPA") and the Second Amended and Restated Partnership Agreement of Limited Partnership of LDG, will become a holder of Globalstar common stock, and its rights as such will be governed by the Delaware General Corporation Law ("DGCL"), the amended and restated certificate of incorporation of Globalstar and the bylaws of Globalstar, as amended. The material differences between the rights of holders of LDG partnership interests and the rights of holders of Globalstar common stock, resulting from the differences in their governing documents and laws, are summarized below.

The following summary does not purport to be a complete statement of the rights of holders of LDG partnership interests or Globalstar common stock. Globalstar qualifies this discussion in its entirety by the RULPA, the LDG partnership agreement, the DGCL and the Globalstar amended and restated certificate of incorporation and bylaws, as amended.

Capitalization

Globalstar

Globalstar's amended and restated certificate of incorporation provides for authorized capital stock of 900 million shares, consisting of 800 million shares of common stock, \$0.0001 par value per share, and 100 million shares of preferred stock, \$0.0001 par value per share. No preferred stock is outstanding.

Globalstar's board of directors is authorized to provide for the issuance of preferred stock in one or more series and to fix the designation, preferences, powers and relative, participating, optional and other rights, qualifications, limitations and restrictions thereof, including the dividend rate, conversion rights, voting rights, redemption price and liquidation preference and to fix the number of shares to be included in any such series. Any preferred stock so issued may rank senior to the common stock with respect to the payment of dividends or amounts upon liquidation, dissolution or winding up, or both. In addition, any such shares of preferred stock may have class or series voting rights.

LDG

LDG's partnership agreement authorized it to issue partnership interests in the form of general partner and limited partner interests to the original partners and their successors. The partnership agreement limits the issuance of additional partnership interests without the consent of the limited partner, except the issuance of additional partnership interests to the general partner upon certain additional capital contributions.

Voting Rights

Globalstar

Each share of common stock entitles its holder to one vote on all matters to be voted on by the stockholders. Generally, all matters to be voted on by the stockholders must be approved by a majority or, in the case of the election of directors, by a plurality, of the votes present in person or by proxy and entitled to vote.

LDG

The partnership agreement grants broad powers to the general partner to act on behalf of the partnership without a vote of the limited partner. The limited partner must consent to certain extraordinary actions.

Election of Directors/General Partner

Globalstar

Globalstar's board of directors is divided into three classes with staggered three-year terms. One class of directors will be elected at each annual meeting of stockholders by a plurality vote of common stock voting, with the other classes continuing for the remainder of their respective terms. Each director will hold office until the expiration of the applicable term or until such director's successor has been elected and qualified. Globalstar's amended and restated certificate of incorporation does not provide for cumulative voting in the election of directors.

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LDG

The identity of the general partner of LDG was established upon formation of the partnership. The general partner role is not subject to elections under the RULPA.

Removal

Globalstar

If Thermo Capital Partners LLC and its affiliates ("Thermo") owns a majority of Globalstar's outstanding capital stock entitled to vote in the election of directors, directors may be removed with or without cause. If Thermo does not own a majority of Globalstar's outstanding capital stock entitled to vote in the election of directors, directors may only be removed for cause by the holders of 66 2/3 % of the shares then entitled to vote in the election of directors.

LDG

Any successor general partner must be approved by the limited partner on at least 90 days prior written notice.

Vacancies

Globalstar

Vacancies of board seats may only be filled by the remaining directors by a vote of a majority of those remaining in office.

LDG

The limited partner may remove the general partner only for cause.

Stockholder/Partner Meetings

Globalstar

Annual stockholder meetings are held on the second Tuesday in May each year or on such other date as determined by the board of directors. Special meetings may be called by the board. Notice of annual or special meetings must be given at least 20 days (10 days for special meetings) and not more than 60

days prior to the date on which the meeting is to be held. Written notice is required, and must specify the time, place and date, and, for a special meeting, the purpose(s) for which the meeting is called.

LDG

The general partner may call a meeting of the partners from time to time as it deems necessary or advisable.

Action by Written Consent

Globalstar

If Thermo owns a majority of Globalstar's outstanding capital stock entitled to vote in the election of directors, stockholders may act by written consent. If Thermo does not own a majority of Globalstar's outstanding capital stock entitled to vote in the election of directors, stockholders may not act by written consent.

LDG

On actions requiring consent of the limited partner, the consent may be provided in a writing signed by the limited partner.

Personal Liability and Indemnification of Directors/Partners /Officers

Globalstar

Globalstar's amended and restated certificate of incorporation limits the liability of directors for breaches of fiduciary duty to the fullest extent permitted by the DGCL, and also provides that no amendment of the indemnification

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provision in the certificate of incorporation will affect the liability of a director for acts or omissions occurring prior to such amendment.

Globalstar's amended and restated certificate of incorporation provides that Globalstar will indemnify and hold harmless, to the maximum extent permitted by Delaware law, directors or officers involved in any action, suit or proceeding, by reason of the fact that such person is or was a director or officer of Globalstar, or was serving at the request of the company, provided that the person requesting indemnity is not initiating such claim against the company. Globalstar will cover all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred in connection with the proceeding and advance defense expenses in any such proceeding upon an undertaking by the recipient to return such funds if it is later determined that the recipient is not entitled to indemnification. Indemnification will not be provided if a person is adjudged by a court of competent jurisdiction to be liable for intentional misconduct, fraud, or a knowing violation of law, except as otherwise ordered by a court.

LDG

The general partner and its affiliates and all officers, directors, partners, shareholders, employees and agents of the general partner are not personally liable to the partnership or the limited partner for any loss or liability incurred if such person acted in good faith and the conduct did not constitute actual fraud or willful or wanton misconduct. The limited partner is not personally liable for any debts, liabilities or obligations of the partnership or its creditors beyond its agreed capital contributions and the limited partner's share of the accumulated but undistributed profits or other distributions that must be returned to the partnership under Delaware law.

The partnership agreement provides that any person who was or is made a party to or threatened to be made a party to or is otherwise involved in any action, suit or proceeding by reason of the fact that such person is or was a partner of LDG or affiliate, officer, director, partner, shareholder, employee or agent of such partner will be indemnified and held harmless by LDG against all expense, liability and loss, provided that the conduct of the party seeking indemnification did not constitute actual fraud, gross negligence or willful or wanton misconduct. The partnership agreement also requires LDG to advance defense expenses in any such proceeding upon an undertaking by the recipient to return such funds if it is later determined that the recipient is not entitled to indemnification. The partnership agreement permits LDG to purchase insurance for the benefit of any person entitled to indemnification.

Restrictions on Transfer

Globalstar

The Globalstar amended and restated certificate of incorporation and bylaws do not provide for restrictions on transfers of shares of Globalstar common stock.

LDG

Subject to certain limited exceptions for transfers to affiliates, no partner may transfer any interest without the prior written consent of the general partner, which consent may be given or withheld or made subject to conditions in the sole discretion of the general partner.

Anti-Takeover Provisions

Globalstar

The provisions of the DGCL and Globalstar's amended and restated certificate of incorporation and bylaws summarized below may have the effect of discouraging, delaying or preventing a hostile takeover, including one that might result in a premium being paid over the market price of its common stock, and discouraging, delaying or preventing changes in the control or management of the company, including the following:

· if Thermo does not own a majority of Globalstar's outstanding capital stock entitled to vote in the election of directors, no action may be taken by stockholders except at an annual or special meeting of the stockholders called in accordance with the company's bylaws, and stockholders may not act by written consent;

· if Thermo does not own a majority of Globalstar's outstanding capital stock entitled to vote in the election of directors, the approval of holders of 66 2/3 % of the shares then entitled to vote in the election of directors will be required to adopt, amend or repeal Globalstar's amended and restated certificate of incorporation;

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· Globalstar's Board of Directors is expressly authorized to make, alter or repeal the company's bylaws;

· stockholders may not call special meetings of the stockholders or fill vacancies on the board of directors;

· Globalstar's board of directors is divided into three classes with staggered three-year terms, meaning that only one class of directors will be elected at each annual meeting of stockholders, with the other classes continuing for the remainder of their respective terms;

· Globalstar's board of directors is authorized to issue preferred stock without stockholder approval with terms established by board at time of issuance;

· if Thermo does not own a majority of Globalstar's outstanding capital stock entitled to vote in the election of directors, directors may only be removed for cause by the holders of 66 2/3 % of the shares then entitled to vote in the election of directors; and

· Globalstar will indemnify directors and certain officers against losses they may incur in connection with investigations and legal proceedings resulting from their service to it, which may include services in connection with takeover defense measures.

In addition, Globalstar is subject to Section 203 of the DGCL regulating corporate takeovers, which prohibits a Delaware corporation from engaging in any business combination with an "interested stockholder" for three years after the person becomes an interested stockholder unless:

· prior to the date of the transaction, the board of directors of the corporation approved either the business combination or the transaction which resulted in the stockholder becoming an interested stockholder;

· the interested stockholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction commenced, excluding for purposes of determining the number of shares outstanding (a) shares owned by persons who are directors and also officers and (b) shares owned by employee stock plans in which employee participants do not have the right to determine confidentially whether shares held subject to the plan will be tendered in a tender or exchange offer; or

· on or subsequent to the date of the transaction, the business combination is approved by the board and authorized at an annual or special meeting of stockholders, and not by written consent, by the affirmative vote of at least 66 2/3 % of the outstanding voting stock which is not owned by the interested stockholder.

LDG

The requirements for approval of the general and limited partners for issuance of new partnership interests or successor partners negate the need for other anti-takeover provisions.

Amendments to Charter, Bylaws or Partnership Agreement

Globalstar

If Thermo owns a majority of Globalstar's outstanding capital stock entitled to vote in the election of directors, the approval of a majority of the holders of the shares is required to adopt, amend or repeal Globalstar's amended and restated certificate of incorporation. If Thermo does not own a majority of the outstanding capital stock entitled to vote in the election of directors, the approval of holders of 66 2/3 % of the shares then entitled to vote in the election of directors will be required to adopt, amend or repeal Globalstar's amended and restated certificate of incorporation.

Globalstar's Board of Directors is expressly authorized to make, alter or repeal its bylaws.

LDG

The general partner may amend the partnership agreement without the consent of the limited partner unless any amendment would adversely affect the capital account or other economic rights of the limited partner.

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Dissolution

Globalstar

Globalstar's amended and restated certificate of incorporation does not provide for the dissolution of the corporation. Under Section 275 of the DGCL, a corporation may be dissolved upon the adoption of a resolution to that effect by a majority of the board, and the approval of a majority of the outstanding stock entitled to vote. Upon dissolution, liquidation or winding-up, the holders of shares of common stock will be entitled to receive Globalstar's assets available for distribution proportionate to their pro rata ownership of the outstanding shares of common stock.

LDG will be dissolved upon the first to occur of the following events:

- December 31, 2044;
- withdrawal of the general partner (if not otherwise succeeded by another party);
- sale of substantially all of the assets of the partnership;
- the bankruptcy or dissolution of the general partner; and
- any other event that under RULPA would cause its dissolution.

INFORMATION REGARDING GLOBALSTAR

Important business and financial information regarding Globalstar is incorporated herein by reference. See “Where You Can Find More Information” beginning on page 35.

Overview

Globalstar, Inc. is a leading provider of mobile voice and data communications services via satellite. By providing wireless services where terrestrial wireless and wireline networks do not, the company seeks to address the increasing desire by customers for connectivity. Using in-orbit satellites and ground stations, which Globalstar refers to as gateways, the company offers voice and data communications services to government agencies, businesses, and other customers in over 120 countries. Sixteen of these gateways (including three that will be acquired by Globalstar by the purchase of LDG’s partnership interests in this transaction) are operated by unaffiliated companies, which Globalstar refers to as independent gateway operators, which purchase communications services from the company on a wholesale basis for resale to their customers.

Globalstar’s network, originally owned by Old Globalstar, was designed, built and launched in the late 1990s by a technology partnership led by Loral Space and Communications Ltd. and QUALCOMM Corporation. On February 15, 2002, Old Globalstar and three of its subsidiaries filed voluntary petitions under Chapter 11 of the United States Bankruptcy Code. In 2004, Globalstar completed the second stage of a two stage acquisition of the business and assets of Old Globalstar. The first stage was completed on December 5, 2003, when Thermo Capital Partners LLC was deemed to obtain operational control of the business, as well as certain ownership rights and risks. Thermo became Globalstar’s principal owner.

Globalstar was formed as a Delaware limited liability company in November 2003, and was converted into a Delaware corporation on March 17, 2006. Unless specifically stated otherwise, all information in this prospectus is presented as if Globalstar were a corporation throughout the relevant periods.

In anticipation of Globalstar’s initial public offering, which it completed on November 2, 2006, Globalstar’s certificate of incorporation was amended on October 25, 2006 to combine its three series of common stock into one class and its board of directors approved a six-for-one stock split. Unless specifically stated otherwise, all information in this prospectus is presented as if these corporate events had occurred at the beginning of the relevant periods.

At September 30, 2007, Globalstar served approximately 285,000 subscribers, which represented a 12% net increase since September 30, 2006.

In most of the world, Globalstar has authority to operate a wireless communications network via satellite over 27.85 MHz of radio spectrum, which is comprised of two blocks of contiguous global radio frequencies. In the United States, the U.S. Federal Communications Commission, or the FCC, has authorized Globalstar to use 25.225 MHz. Globalstar believes its large blocks of spectrum will permit the company to capitalize on existing and emerging wireless and broadcast applications globally.

A number of Globalstar’s satellites have experienced various anomalies over time, one of which is a degradation in the performance of the solid-state power amplifiers of the S-band communications antenna subsystem. The S-band antenna provides the downlink from the satellite to a subscriber’s phone or data terminal. Degraded performance of an S-band antenna amplifier reduces the availability of two-way voice and data communication between the affected satellite and the subscriber. If the S-band antenna on a satellite ceases to function, two-way communication is impossible over that satellite, but not necessarily over the constellation as a whole. Subscriber service will continue to be available as long as some satellites are functional, but at certain times in any given location it may take longer to establish calls and the average duration of calls may be impacted adversely. See “Item 1A Risk Factors” to Globalstar’s Quarterly Report on Form 10-Q for the quarter ended September 30, 2007 for additional information. Based on Globalstar’s most recent analysis, the company now believe that, if the degradation of the S-band antenna amplifiers continues at the current rate or further accelerates, and if the company is unsuccessful in developing additional technical solutions, interruptions of two-way communications services will increase, and by some time in 2008 substantially all of the company’s in-orbit satellites

launched prior to 2007 will cease to be able to support two-way communications service. The S-band antenna amplifier degradation does not affect adversely Globalstar’s one-way Simplex data transmission services, which utilize only the L-band uplink from a subscriber’s Simplex terminal to the satellites. Globalstar launched four of its eight spare satellites in May 2007 and launched the remaining four spare satellites in October 2007 to supplement the company’s current constellation. Globalstar expects these eight satellites to provide two-way communication service through the deployment of its second-generation constellation.

Globalstar is currently in the process of procuring its second generation satellite constellation, which the company expects will extend the life of its network until at least 2025. On November 30, 2006, Globalstar entered into a definitive contract with Thales Alenia Space, a subsidiary of Thales S.A., to construct 48 low earth orbit satellites for the company’s second-generation satellite constellation and to provide launch-related and operations services.

Globalstar believes that its second generation satellites will improve the company's ability to support new applications and services, including higher speed data rates and internet access, video and audio broadcasting, remote file transfer and virtual private networking. Globalstar expects these services to be available on a broad range of new customer devices that will be significantly smaller in size, lighter in weight, and less expensive than existing mobile satellite services equipment. Globalstar believes this expanded service portfolio and advanced equipment offering will significantly expand the target market for the company's services.

Globalstar is licensed by the FCC to provide ancillary terrestrial component, or ATC, services, in combination with the company's existing communication services in the U.S. Currently, Globalstar's ATC license permits the company to use 11 MHz of its licensed spectrum to combine its satellite based communications network with a terrestrial cellular-like network. This will enable Globalstar to address a broader market for its services and products by providing services where satellite services generally do not function, such as urban areas and inside buildings.

Globalstar has applied to the FCC for authority to provide ATC services over the full 27.85 MHz of its spectrum in the U.S., but has no assurance that such authority will be granted. Globalstar's current network is capable of supporting ATC services. On November 9, 2007, the FCC released a *Report and Order and Notice of Proposed Rulemaking* dealing both with Globalstar's June 2006 petition for rulemaking to expand its ATC-authorized spectrum to greater than 11 MHz and with the current L-band sharing arrangement between Globalstar and Iridium. The two proceedings are interrelated because, the FCC noted, the agency has reservations about the feasibility of Globalstar operating a terrestrial ATC service in the portions of its spectrum that it shares with other terrestrial wireless or mobile satellite operators. In the ATC Notice of Proposed Rulemaking, or NPRM, portion of the decision, the FCC requested comment on whether Globalstar should be authorized to provide ATC over an aggregate 19.275 MHz of its licensed spectrum, including the portion of its S-band between 2483.5 and 2495 MHz and in the portion of the L-band that it does not share with Iridium. The FCC did not propose to allow ATC in the 2496-2500 MHz portion of the S-band which Globalstar shares with the Broadband Radio Service, or BRS, or the 2495-2496 MHz guard band between Globalstar and BRS. Globalstar intends to demonstrate that it can operate in the entire 11.5 MHz below 2495 MHz without causing interference to any other in-band or adjacent service. In the Report and Order portion of the decision, the FCC effectively decreased the L-band spectrum available to Globalstar while increasing the L-band spectrum available to Iridium by 2.625 MHz. Globalstar does not believe that this change in the existing band plan is supported by the record in the proceeding and is evaluating its options. In addition, regulatory authorities outside of the United States have issued or are reviewing ATC-like rulings, and Globalstar is beginning to explore selectively capitalizing on these rulings. Globalstar expects to be among the first to offer ATC services commercially.

Globalstar is currently evaluating products and selectively exploring opportunities with targeted media, technology and communications companies to develop further the potential of its ATC-licensed spectrum. On October 31, 2007, Globalstar entered into an agreement with Open Range Communications, Inc. that, subject to the conditions described below, permits Open Range to deploy service in certain rural geographic markets in the United States under Globalstar's ATC authority. Open Range will use Globalstar's spectrum to offer dual mode mobile satellite based and terrestrial wireless WiMAX services to over 500 rural American communities. Commercial availability is expected to begin in selected markets in late 2008. The initial term of the agreement of up to 30 years is co-extensive with Globalstar's ATC authority and is subject to renewal options exercisable by Open Range. Based on Open Range's business plan used in support of its \$268.0 million loan under a federally authorized loan program, the fixed and variable payments to be made by Open Range over the initial term of 30 years indicate a maximum value for this agreement of between \$0.30 - \$0.40/MHz/POP. Upon the fulfillment of all contingencies, Open Range's down payment will be \$3.6

million and annual payments in the first six years of the agreement will range from approximately \$1.2 million to \$10.3 million, assuming Open Range has the ability to use all of the licensed spectrum covered by the agreement. The amount of the payments made to Globalstar will depend on a number of factors, including the eventual geographic coverage of and the number of customers on the Open Range system. Globalstar has also agreed to make a \$5.0 million preferred equity investment in Open Range, \$1.0 million of which was made available on November 1, 2007. The agreement is contingent on various conditions, including receiving authority from the FCC to use an expanded portion of the company's licensed spectrum for ATC services and such other FCC and other governmental approvals as may be required for the agreement, and Open Range's completion of its equity and debt financing.

Globalstar recorded \$136.7 million in revenue and \$23.6 million in net income during the year ended December 31, 2006, compared to \$127.1 million in revenue and \$18.7 million in net income for the year ended December 31, 2005. Globalstar recorded \$74.7 million in revenue and \$11.6 million net loss during the nine months ended September 30, 2007, compared to \$107.4 million in revenue and \$24.3 million in net income during the nine months ended September 30, 2006. Net income for 2006 included an income tax benefit of \$21.4 million, for the full year, and \$18.8 million, for the six months ended June 30, 2006, relating to the establishment of deferred tax assets and liabilities upon Globalstar's election in January 2006 to be taxed as a C corporation. See Note 12 to Globalstar's consolidated financial statements incorporated by reference into this prospectus.

Recent Developments

Open Range

See the discussion of Globalstar's relationship with Open Range above. Additional information regarding this arrangement may be found in Globalstar's quarterly report on Form 10-Q filed with the SEC on November 14, 2007.

Amended and Restated Credit Facility

On November 7, 2007, Globalstar, Wachovia Investment Holdings, LLC, as the administrative agent, the lenders under Globalstar's amended and restated credit agreement, and Thermo Funding Company LLC, which is controlled by James Monroe III, Globalstar's Chief Executive Officer and principal stockholder, agreed that by December 17, 2007, Thermo Funding Company would receive an assignment of all of the rights (except indemnification rights) and assume all of the obligations of the administrative agent and the lenders under the credit agreement (the "Wachovia Credit Agreement"). On December 17, 2007, with the acknowledgement and agreement of Globalstar and the subsidiary guarantors, Thermo Funding Company and Wachovia entered into an assignment and assumption agreement effecting this transaction. On the same date, the Wachovia Credit Agreement was amended and restated and its terms were changed in several respects, as described below.

On December 17, 2007, as authorized by a special committee consisting of two independent members of Globalstar's board of directors, Globalstar and Thermo Funding Company entered into a second amended and restated credit agreement (the "Thermo Credit Agreement"). The principal amount of the credit facilities provided by, the collateral pledged to secure the Thermo Credit Agreement are identical to those provided in the Wachovia Credit Agreement. The interest rate spreads remain unchanged at 3.25% to 3.75% for base rate loans and 4.25% to 4.75% for LIBOR loans depending on Globalstar's consolidated total leverage ratio at each quarterly calculation date.

The material differences between the Wachovia Credit Agreement and the Thermo Credit Agreement are as follows:

- Globalstar is permitted to incur additional term loans on an equally and ratably secured, pari passu, basis in an aggregate amount of up to \$250.0 million (instead of \$150.0 million) from the lenders under the Thermo Credit Agreement or from other banks, financial institutions or investment funds approved by Globalstar and the administrative agent. Globalstar has not sought or obtained commitments for these additional term loans.
- The \$100 million delayed draw term loan may be drawn in multiple tranches in increments of \$25.0 million or more (instead of one draw of \$100.0 million) after January 1, 2008 and prior to August 16, 2009 without any limitation on borrowing related to Globalstar's leverage ratio.

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- The Thermo Credit Agreement does not include a letter of credit facility, but Globalstar may cash collateralize its obligations with respect to letters of credit up to \$20.0 million and its existing interest rate swap agreement with Wachovia Bank, National Association.
- Globalstar's representation and warranty as to the absence of a material adverse change applies only to events occurring after September 30, 2007 (instead of December 31, 2005) and now excludes any existing and future first-generation satellite constellation degradation or failure issues and the effects of such events on the company.
- The financial covenants related to forward fixed charges and consolidated total leverage were deleted.
- The amount of permitted capital expenditures has been increased by approximately \$370 million and applies to a six-year period (instead of five years).
- The minimum liquidity that Globalstar is required to maintain has been reduced to \$5.0 million, which may include undrawn revolver or delayed draw term loan commitments up to \$5.0 million and cash collateral pledged for the swap agreement. The Wachovia Credit Agreement required \$25.0 million in liquidity, with up to \$10.0 million included from the undrawn revolver commitment.
- The consolidated senior secured leverage ratio covenant does not take effect until the end of the second full fiscal quarter after 24 of Globalstar's second-generation satellites are in service, and at that point the ratio cannot exceed 5.0 to 1.0 (instead of 3.5 to 1.0).
- The revolving credit loans and the delayed draw term loans will mature on December 31, 2012 (instead of June 30, 2010 and June 30, 2011, respectively).
- The Thermo Credit Agreement eliminates all fees to which Wachovia and the lenders were entitled, other than unused commitment fees. Thermo Funding Company will receive unused commitment fees calculated on the same basis as under the Wachovia Credit Agreement.

Immediately after the execution of the Thermo Credit Agreement, Globalstar borrowed the full amount available under the revolving credit facility, \$50 million. On January 2, 2008, Globalstar borrowed \$25 million under the delayed draw term loan commitment.

Additional information regarding this arrangement may be found in Globalstar's current report on Form 8-K filed with the SEC on December 19, 2007, and its quarterly report on Form 10-Q as filed with the SEC on November 14, 2007.

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Security Ownership of Principal Stockholders and Management

The following table lists all the persons who were known to be beneficial owners of five percent or more of Globalstar's common stock, its only voting security, on November 8, 2007 based upon 82,671,224 shares outstanding as of that date, except as noted below.

Name and Address of Beneficial Owner(1)	Amount and Nature of Beneficial Ownership Common Stock	
	Shares	Percent of Class
Globalstar Holdings, LLC (2)(6)	38,640,750	46.74
Thermo Funding Company LLC (2)(6)	12,371,136	14.96
Columbia Wanger Asset Management, L.P. (3)	8,010,000	9.69
Columbia Ventures Corporation and Kenneth D. Peterson, Jr. (4)	4,227,500	5.11
QUALCOMM Incorporated (5)	4,154,400	5.00
Globalstar Satellite, LP (6)	618,558	0.08
James Monroe III (2)(6)	51,630,444	62.45

(1) "Beneficial ownership" is a technical term broadly defined by the Securities and Exchange Commission ("SEC") to mean more than ownership in the usual sense. Stock is "beneficially owned" if a person has or shares the power (a) to vote it or direct its vote or (b) to sell it or direct its sale, even if the person has no financial interest in the stock. Also, stock that a person has the right to acquire within 60 days is considered to be "beneficially owned." Unless otherwise noted, each person has full voting and investment power over the stock listed.

(2) The address of Mr. Monroe, Globalstar Holdings, LLC, Globalstar Satellite, LP and Thermo Funding Company LLC is 1735 Nineteenth Street, Denver, CO 80202.

(3) Based on information provided by Columbia Wanger Asset Management, L.P., a registered investment adviser, in a Schedule 13G filed on November 7, 2007. The address of QUALCOMM Incorporated is 227 W. Monroe Street, Suite 3000, Chicago, IL 60606.

- (4) Based on information provided by Columbia Ventures Corporation and Mr. Peterson as to their beneficial ownership in a Schedule 13G filed on February 7, 2007. The address of Columbia Ventures Corporation and Mr. Peterson is 203 SE Park Place Drive Suite 270, Vancouver, WA 98684. Columbia Ventures Corporation and Mr. Peterson have reported that they share voting and dispositive power over such shares, and that Mr. Peterson is the sole shareholder and chief executive officer of Columbia Ventures Corporation.
- (5) Based on information provided by QUALCOMM Corporation in a Schedule 13G filed on February 13, 2007. The address of QUALCOMM Incorporated is 5775 Morehouse Drive, San Diego, CA 92121.
- (6) Mr. Monroe controls, either directly or indirectly, each of Globalstar Satellite, LP, Globalstar Holdings, LLC and Thermo Funding Company LLC and, therefore, is deemed the beneficial owner of the common stock held by these entities. For the percent calculations of Mr. Monroe and Thermo Funding Company, the number of outstanding shares was increased by 769,518 to reflect Thermo Funding Company's right to purchase within 60 days the remaining shares subject to the irrevocable standby stock purchase agreement.

The following table shows the number of shares of common stock beneficially owned as of November 8, 2007 by each director and nominee for director, by each executive officer named in the Summary Compensation Table, and by all directors, nominees and executive officers as a group.

Name of Beneficial Owner	Amount and Nature of Beneficial Ownership	
	Common Stock	
	Shares	Percent of Class
James Monroe III	51,630,444(1)	62.45
Peter J. Dalton	121,759(2)	*
Kenneth E. Jones	1,173	—
James F. Lynch	—	—
J. Patrick McIntyre	1,173	—
Richard S. Roberts	—	—
Fuad Ahmad	—	—
Anthony J. Navarra	30,000	*
Megan L. Fitzgerald	—	—
Steven Bell	—	—
All directors, nominees and executive officers as a group (14 persons)	51,814,549	62.68

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*Less than 1% of outstanding shares.

- (1) See Note 6 to the preceding table.
- (2) Includes 120,000 shares of common stock that he may acquire upon the exercise of a currently exercisable stock option.
- (3) Unless otherwise noted, each person has full voting and investment power over the stock listed.

Additional Information

Information concerning executive compensation, certain relationships and related transactions, and other related matters concerning Globalstar included or incorporated by reference in its Annual Report on Form 10-K for the year ended December 31, 2006, is incorporated by reference into this document. LDG partners who would like a copy of this annual report or any document incorporated by reference into the report may contact Globalstar at the address or telephone number provided under "Where You Can Find More Information" on page 35.

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INFORMATION REGARDING LDG

Business

LDG, a Delaware limited partnership, owns, directly and through a Brazilian holding company, GdB, the operating company that offers Globalstar products and services and operate three gateways in Brazil. At September 30, 2007, GdB served approximately 5,500 subscribers.

Market Price of and Dividends on LDG's Partnership Interests and Related Matters

There is no established public trading market for the partnership interests of LDG. LDG has never declared any cash dividends payable to its partners.

Principal Holders

Loral Holdings LLC owns a 73.34% general partnership interest and Global DASA LLC owns a 26.66% limited partnership interest of LDG.

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The validity of the issuance of the common stock being sold and registered in this transaction will be passed upon for Globalstar by Taft Stettinius & Hollister LLP, Cincinnati, Ohio.

EXPERTS

The consolidated financial statements for the years ended December 31, 2006 and 2005 appearing in Globalstar's Annual Report on Form 10-K for the year ended December 31, 2006 have been audited by Crowe Chizek and Company LLP, independent registered public accounting firm, as set forth in their report thereon, included therein and incorporated herein by reference. Such 2006 and 2005 consolidated financial statements are incorporated herein by reference in reliance upon such reports given upon their respective authority as experts in accounting and auditing.

The consolidated financial statements for the year ended December 31, 2004 appearing in Globalstar's Annual Report on Form 10-K for the year ended December 31, 2006 have been audited by GHP Horwath, P.C., independent registered public accounting firm, as set forth in their report thereon, included therein and incorporated herein by reference. Such 2004 consolidated financial statements are incorporated herein by reference in reliance upon such report given upon their authority as experts in accounting and auditing.

WHERE YOU CAN FIND MORE INFORMATION

Globalstar files annual, quarterly and current reports, proxy statements and other information with the SEC under the Securities Exchange Act of 1934, as amended. You may read and copy the registration statement of which this prospectus is a part, including exhibits and schedules filed with it, and all other reports or other information Globalstar may file with the SEC at the SEC's Public Reference Room at 100 F Street, N.E., Room 1580, Washington, D.C. 20549. You may obtain copies of this information at prescribed rates by mail from the Public Reference Room of the SEC. You may call the SEC at 1-800-SEC-0330 for information on the operation of the Public Reference Room. In addition, the SEC maintains an Internet site at <http://www.sec.gov> that contains Globalstar's reports, proxy and information statements and other information that Globalstar files with the SEC. These filings may also be found on the Investor Relations section of Globalstar's website at <http://www.globalstar.com>. However, any information that is included on or linked to this website is not a part of or incorporated by reference into this prospectus.

INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

Globalstar is "incorporating by reference" herein important business and financial information that Globalstar files with the SEC, which means that the company can disclose important information to you by referring you to those documents. The information incorporated by reference or deemed incorporated by reference is an important part of this prospectus, and information that Globalstar files later with the SEC will be deemed to update automatically and supersede this incorporated information.

Globalstar incorporates by reference the documents listed below of Globalstar (File No. 001-33177) and any future filings made by Globalstar with the SEC under Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act subsequent to the date of this prospectus and prior to the completion of the acquisition (excluding any information furnished to the SEC pursuant to Item 2.02 or Item 7.01 on any current report on Form 8-K and any related exhibits). Globalstar also incorporates by reference any future filings made by Globalstar with the SEC under the Exchange Act subsequent to the date of the initial registration statement and prior to effectiveness of the registration statement (excluding any information furnished to the SEC pursuant to Item 2.02 of Item 7.01 on any current report on Form 8-K and any related exhibits). Any statement contained in this prospectus or in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this prospectus to the extent that a statement contained in this prospectus or in any other subsequently filed document which also is, or is deemed to be, incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this prospectus.

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Globalstar has filed the following documents with the SEC which are incorporated into this prospectus by reference:

- Annual report on Form 10-K for the fiscal year ended December 31, 2006, as filed with the SEC on April 2, 2007;
- Quarterly reports on Form 10-Q for the fiscal quarters ended March 31, 2007, June 30, 2007 and September 30, 2007, as filed with the SEC on May 15, 2007, August 14, 2007 and November 14, 2007, respectively;
- Current reports on Form 8-K as filed with the SEC on February 5, 2007, April 2, 2007, June 13, 2007, September 10, 2007, November 14, 2007, December 19, 2007 and December 28, 2007; and
- The description of Globalstar's common stock contained in its registration statement on Form 8-A, as filed with the SEC on October 30, 2006.

Equity holders can get a free copy of any of the documents incorporated by reference by making an oral or written request directed to:

Globalstar
Attention: Investor Relations
461 South Milpitas Boulevard
Milpitas, California 95035
Telephone: (408) 933-4006

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Item 20. *Indemnification of Directors and Officers*

Globalstar's amended and restated certificate of incorporation provides that, to the fullest extent provided from time to time by Delaware law, the registrant (a) shall indemnify its directors and officers against judgments, fines, penalties, amounts paid in settlement and expenses incurred by them in connection with actions, suits, proceedings or claims arising out of their service to the registrant and, upon receipt of certain undertakings, shall advance expenses to them in connection with such matters and (b) may maintain insurance or make other financial arrangements on behalf of its directors and officers for any liability and expenses incurred by them, whether or not Globalstar has authority to indemnify them against such liability and expenses. No arrangement made by Globalstar may provide protection for a person judged liable for intentional misconduct, fraud or a knowing violation of law, unless advancement of expenses or indemnification is ordered by a court.

Globalstar has and intends to maintain directors' and officers' liability insurance insuring its directors and executive officers against certain liabilities arising out of their service as such to Globalstar.

Item 21. *Exhibits and Financial Statement Schedules*

(a) *Exhibits.* See Exhibit Index immediately following the signature pages.

Item 22. *Undertakings*

(a) The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of this registration statement, or the most recent post-effective amendment thereof, which, individually or in the aggregate, represent a fundamental change in the information set forth in this registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered, if the total dollar value of securities offered would not exceed that which was registered, and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) under the Securities Act, if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in this registration statement or any material change to such information in this registration statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment will be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time be deemed to be the initial *bona fide* offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser of the securities are offered or sold to such purchaser

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by mean of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;

(ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

(iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

(iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

(b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the Registrant's annual report pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement will be deemed a new registration statement relating to the securities offered therein, and the offering of such securities at that time will be deemed to be the initial *bona fide* offering thereof.

(c) (1) The undersigned registrant undertakes as follows: that prior to any public reoffering of the securities registered hereunder through use of a prospectus which is a part of this registration statement, by any person or party who is deemed to be an underwriter within the meaning of Rule 145(c), the

issuer undertakes that such reoffering prospectus will contain the information called for by the applicable registration form with respect to reofferings by persons who may be deemed underwriters, in addition to the information called for by the other items of the applicable form.

(2) The undersigned registrant hereby undertakes that every prospectus: (i) that is filed pursuant to paragraph (1) immediately preceding, or (ii) that purports to meet the requirements of Section 10(a)(3) of the Securities Act and is used in connection with an offering of securities subject to Rule 415, will be filed as a part of an amendment to the registration statement and will not be used until such amendment is effective, and that, for purposes of determining any liability under the Securities Act, each such post-effective amendment will be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time will be deemed to be the initial *bona fide* offering thereof.

(d) To respond to requests for information that is incorporated by reference into the prospectus pursuant to Item 4, 10(b), 11 or 13 of this Form, within one business day of receipt of such request, and to send the incorporated documents by first class mail or other equally prompt means. This includes information contained in the documents filed subsequent to the effective date of the registration statement through the date of responding to the request.

(e) To supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in the registration statement when it became effective.

(f) Insofar as indemnification by the Registrant for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that, in the opinion of the Commission, such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

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SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement on Form S-4 to be signed on its behalf by the undersigned, thereunder duly authorized, in Milpitas, California on January 30, 2008.

GLOBALSTAR, INC.

By: /s/ James Monroe III
James Monroe III
Chairman and Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each of the undersigned officers and directors of the Registrant hereby constitutes and appoints James Monroe III and Fuad Ahmad his true and lawful attorney-in-fact and agent, with full power of substitution, for him and on his behalf and in his name, place and stead, in any and all capacities, to sign, execute and file this registration statement under the Securities Act of 1933, as amended, and any or all amendments (including, without limitation, post-effective amendments), with all exhibits and any and all documents required to be filed with respect thereto, with the Securities and Exchange Commission or any regulatory authority, granting unto such attorney-in-fact and agent, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises in order to effectuate the same, as fully to all intents and purposes as he himself might or could do, if personally present, hereby ratifying and confirming all that said attorney-in-fact and agent, or his substitute or substitutes, may lawfully do or cause to be done.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities set forth below and on the 30th day of January, 2008.

<u>Signature</u>	<u>Title</u>
<u>/s/ James Monroe III</u> James Monroe III	Chairman of the Board, Chief Executive Officer and Director (Principal Executive Officer)
<u>/s/ Fuad Ahmad</u> Fuad Ahmad	Vice President and Chief Financial Officer (Principal Financial and Accounting Officer)
<u>/s/ Kenneth E. Jones</u> Kenneth E. Jones	Director
<u>/s/ James F. Lynch Jr.</u> James F. Lynch Jr.	Director
<u>/s/ Patrick McIntyre, Jr.</u> Patrick McIntyre, Jr.	Director
<u>/s/ Richard S. Roberts</u> Richard S. Roberts	Director

EXHIBIT INDEX

<u>Exhibit Number</u>	<u>Description</u>
2.1	Partnership Interest Purchase Agreement among GSSI, LLC, Globalstar, Inc., Loral/DASA Globalstar, L.P., Globalstar do Brasil S.A., Loral/DASA do Brasil Holdings Ltda., Loral Holdings LLC, Global DASA LLC, LGP (Bermuda) Ltd., Mercedes-Benz do Brasil Ltda. and Loral Space & Communications Inc. dated December 21, 2007 (Annex A to Form S-4)
*3.1	Amended and Restated Certificate of Incorporation of Globalstar, Inc. (Exhibit 3.1 to Registration Statement on Form S-1, Amendment No. 5 filed October 27, 2006)
*3.2	Amended and Restated Bylaws of Globalstar, Inc. (Exhibit 3.2 to Quarterly Report on Form 10-Q filed December 18, 2006)
5.1	Opinion of Taft Stettinius & Hollister LLP
*21.1	Subsidiaries of Globalstar, Inc. (Exhibit 21.1 to Annual Report on Form 10-K filed April 2, 2007)
23.1	Consent of Crowe Chizek and Company LLP
23.2	Consent of GHP Horwath, P.C.
23.2	Consent of Taft Stettinius & Hollister LLP (included in Exhibit 5.1)
24.1	Power of Attorney (included in signature page)

* Incorporated by reference.

**PARTNERSHIP INTEREST
PURCHASE AGREEMENT**

among

GSSI, LLC

GLOBALSTAR, INC.

LORAL/DASA GLOBALSTAR, L.P.

GLOBALSTAR DO BRASIL S.A.

LORAL/DASA DO BRASIL HOLDINGS LTDA.

LORAL HOLDINGS LLC

GLOBAL DASA LLC

LGP (BERMUDA) LTD.

MERCEDES-BENZ DO BRASIL LTDA.
(f/k/a DAIMLERCHRYSLER DO BRASIL LTDA.)

and

LORAL SPACE & COMMUNICATIONS INC.

December 21, 2007

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PARTNERSHIP INTEREST PURCHASE AGREEMENT

THIS PARTNERSHIP INTEREST PURCHASE AGREEMENT (the "Agreement") is made and entered into this 21st day of December, 2007, by and among GSSI, LLC, a Delaware limited liability company ("Buyer"), Globalstar, Inc., a Delaware corporation ("Globalstar"), Loral/DASA Globalstar, L.P., a Delaware limited partnership ("LDG"), Globalstar do Brasil, S.A., a Brazilian corporation (the "Operating Subsidiary"), Loral/DASA do Brasil Holdings Ltda., a Brazilian limited liability company ("Holdings"), (LDG, the Operating Subsidiary and Holdings each, a "Subsidiary" and collectively, the "Subsidiaries"), Loral Holdings LLC, a Delaware limited liability company ("Loral Holdings"), Global DASA LLC, a Delaware limited liability company ("DASA") (Loral Holdings and DASA collectively, "Sellers"), LGP (Bermuda) Ltd., a Bermuda company ("LGP"), Mercedes-Benz do Brasil Ltda. (f/k/a DaimlerChrysler do Brasil Ltda.), a Brazilian limited liability company ("MBBras," LGP and MBBras collectively, the "Quota Sellers"), and Loral Space & Communications Inc., a Delaware corporation ("Loral Space").

WHEREAS, Globalstar is the ultimate parent of Buyer and Loral Space is the ultimate parent of Loral Holdings and LGP;

WHEREAS, Sellers own all of the partnership interests of LDG (the "Interests"), with Loral Holdings owning a 73.34% general partner interest and DASA owning a 26.66% limited partner interest;

WHEREAS, LDG in turn directly or indirectly owns all of the outstanding ownership interests of the other Subsidiaries, except for three single quotas representing less than 0.0001% of Holdings' total capital, two of which quotas are held by LGP and one of which quotas is held by MBBras (the "Quotas");

WHEREAS, the Operating Subsidiary operates three Globalstar gateways in Manaus, Presidente Prudente and Petrolina, Brasil, and sells mobile satellite telephony and data services using the Globalstar network of low earth orbiting satellites (collectively, the "Business");

WHEREAS, Sellers desire to sell the Interests to Buyer and Buyer desires to purchase the Interests; and

WHEREAS, the Quota Sellers desire to assign and transfer the Quotas to Buyer and Buyer desires to receive the Quotas, so that after Closing Holdings continues to have two partners, as required by applicable Brazilian law.

NOW, THEREFORE, the parties agree as follows:

1. The Acquisition.

(a) Purchase and Sale. Subject to the terms and conditions of this Agreement, at the Closing (as defined below), Sellers will sell and transfer the Interests to Buyer, free and clear of all Encumbrances, and Buyer will purchase the Interests from Sellers. The Interests shall be conveyed through a Transfer Agreement, substantially in the form of Exhibit A attached hereto.

(i) At the Closing, the Quota Sellers shall also transfer the Quotas to Buyer in exchange for a US\$1.00 payment. For such purpose, Buyer, LDG, LGP and MBBras shall execute an Amendment to the Articles of Association of Holdings substantially in the form of Exhibit B-1 attached hereto (the "Amendment"). An unofficial English translation of the Amendment is attached hereto as Exhibit B-2. The Amendment shall also provide for a change in the corporate name of Holdings to "Globalstar do Brasil Holdings Ltda." Holdings shall, and Buyer and Globalstar shall cause Holdings to, timely file the Amendment with the Board of Trade promptly following the Closing.

(b) Purchase Price. The purchase price for the Interests (the "Purchase Price") shall be a number of fully paid and nonassessable shares of Globalstar, Inc. common stock, par value US\$0.0001 per share (the "Globalstar Stock"), equal to the quotient of (i) Six Million Five Hundred Thousand U.S. Dollars (US\$6,500,000) less the Outstanding Service Fees (as defined below) divided by (ii) the Adjusted Globalstar Stock Price. The "Adjusted Globalstar Stock Price" means the average of the closing price per share of the Globalstar Stock as reported by the NASDAQ Stock Market for the 10 trading-day period ending upon the third trading day immediately preceding the Closing Date. The "Outstanding Service Fees" means all amounts due to Globalstar on the Closing Date under that certain Satellite Capacity Leasing Agreement, Agreement #GLLC-C-04-0161 between Globalstar LLC and the Operating Subsidiary dated as of May 1, 2004, as amended by the Amendment thereto dated as of May 1, 2004 and by the Addendum thereto dated as of May 1, 2004 and as assigned to LDG pursuant to the Assignment and Assumption Agreement between the Operating Subsidiary and LDG dated as of July 31,

2005 (as amended and assigned, the "Satellite Services Agreement"), after giving effect to all and any discounts, rebates and deductions granted to LDG by Globalstar (which discounts, rebates and deductions shall be no less than those accorded by Globalstar to other independent gateway operators). The parties acknowledge and agree that, as of the date hereof and after giving effect to all applicable discounts, rebates and deductions, US\$790,407.89 is due and owing from LDG to Globalstar under the Satellite Services Agreement for services rendered during periods to and including October 31, 2007 and that the discount to which LDG is entitled with respect to services rendered for periods commencing on or after November 1, 2007 is 50% (or such greater discount as may be accorded by Globalstar to other independent gateway operators for such periods). The parties further acknowledge and agree that the Operating Subsidiary has received a portion of the CISA Tax Reimbursements (as defined below), and, therefore, a portion of the Outstanding Services Fees shall be paid by LDG (or the Operating Subsidiary at LDG's direction) to Globalstar in accordance with Section 7(a) hereof. The parties (including Sellers) agree and acknowledge that the Globalstar Stock issued as the Purchase Price shall be issued by Globalstar directly to Loral Space (rather than to any of Sellers). For the avoidance of doubt, the parties hereto acknowledge and agree that no right of payment from LDG or the Operating Subsidiary in favor of Sellers or Loral Space shall arise as a result of treatment of the Outstanding Service Fees provided for herein.

(c) Closing Account Balance Schedule. Buyer and Globalstar shall provide to Sellers, the Operating Subsidiary and Loral Space a notice (the "Estimated Closing Date Notice") setting forth their good faith estimate as to when the conditions to Sellers' Obligations set forth in Section 9 of this Agreement are expected to be satisfied. Upon receipt of the Estimated Closing Date Notice, the Operating Subsidiary shall, and Loral Space shall cause the Operating Subsidiary to, prepare, and, on the date which is three (3) business days prior to

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Closing, the Operating Subsidiary shall, and Loral Space shall cause the Operating Subsidiary to, deliver to Buyer and Globalstar a schedule of selected account balances in the form of Exhibit C attached hereto (the "Closing Account Balance Schedule") for the Operating Subsidiary, representing the Operating Subsidiary's and Loral Space's good faith estimate of such selected accounts of the Operating Subsidiary as of the Closing Date, and including, without limitation, identification of the liabilities appearing on such Closing Account Balance Schedule for which Loral Space will be responsible after Closing in accordance with the terms of this Agreement (the "Loral Liabilities"). It is understood and agreed by Buyer and Globalstar that the Operating Subsidiary and Loral Space are not making and will not make any representation or warranty as to the completeness or accuracy of the Closing Account Balance Schedule, that the actual final amounts of such accounts of the Operating Subsidiary may differ from Loral Space's good faith estimate and that Loral Space shall have no liability and neither Buyer nor Globalstar shall have any claim for indemnification under this Agreement based upon, arising out of or otherwise in respect of the Operating Subsidiary's and Loral Space's delivery of the Closing Account Balance Schedule or the content thereof.

(d) Capital Gains Tax. Any capital gains tax imposed by any governmental authority on Sellers as a result of this Agreement shall be exclusively borne by Sellers and such cost is deemed by the parties as included in the Purchase Price provided for by Section 1(b).

2. Closing. The closing ("Closing") of the transactions provided for herein shall take place at the offices of Taft Stettinius & Hollister LLP, 425 Walnut Street, Cincinnati, Ohio 45202 at 10:00 a.m. Eastern time, not later than the tenth business day following the date on which all conditions precedent (other than those to be fulfilled at the Closing) have been satisfied as provided in Sections 8 and 9 below or waived, or at such other date and time as may be mutually agreed by the parties (such date and time of closing to be referred to herein as the "Closing Date").

3. Representations and Warranties of Loral Holdings and the Subsidiaries. As of the date of this Agreement and as of the Closing Date, Loral Holdings (in its capacity as general partner of LDG) and each Subsidiary, jointly and severally, represent and warrant to Buyer and Globalstar as follows, except as otherwise set forth on a correspondingly numbered schedule delivered by Loral Holdings and the Subsidiaries to Buyer and Globalstar dated as of the date hereof, the "Seller Disclosure Schedule"):

(a) Organization. Loral Holdings and each Subsidiary is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization. No Subsidiary is required to be qualified to do business in any jurisdiction other than as set forth on Section 3(a)(i) of the Seller Disclosure Schedule, which also describes the corporate structure, name of the partners and number of shares held by them as to Loral Holdings and each Subsidiary, except where the failure to be so qualified would not reasonably be expected to have a material adverse effect on the Assets or the operation of the Business. Except as otherwise restrained by existing Encumbrances on the Assets set forth in Section 3(e) of the Seller Disclosure Schedule, the Operating Subsidiary has full corporate power and authority to own, lease, and operate the assets it owns, leases or operates and to carry on the Business as it has been and is presently conducted. Except as set forth in Section 3(a)(ii) of the Seller Disclosure Schedule, Subsidiaries other than the Operating Subsidiary are holding companies with no

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liabilities other than liabilities that with respect to each such Subsidiary do not exceed US\$100,000, no contracts other than contracts with other Subsidiaries or Globalstar and no employees other than statutory officers. The copies of the articles of incorporation, by-laws, partnership agreement or other governing documents of each Subsidiary delivered pursuant to Section 10(b) are complete and reflect all amendments thereto through the date hereof.

(b) Authority.

(i) Each Subsidiary has full power and authority to execute and deliver this Agreement and each of the other agreements and documents entered into in connection with this Agreement and the Closing (collectively, the "Transaction Documents") to which it is or will be a party, and to perform its obligations hereunder and thereunder. This Agreement and each other Transaction Document to which any Subsidiary is or will be a party has been duly authorized by all necessary and proper action of such Subsidiary and constitute (or, when delivered, will constitute) the valid and legally binding obligations of such Subsidiary, enforceable against such Subsidiary in accordance with their respective terms, except to the extent enforceability may be limited by bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally. Except as set forth in Section 3(b) of the Seller Disclosure Schedule, neither the execution and delivery of this Agreement or any other Transaction Document by any Subsidiary nor the consummation of the transactions contemplated hereby or thereby will violate or conflict with, result in the breach of, accelerate the performance required by, constitute a default under, or require the approval or consent of any third party under, (i) any provision of any order, ruling, judgment or decree of any court or any agency of government, (ii) the governing documents of any Subsidiary, or (iii) any mortgage, note, debt instrument, lease or any other contract or agreement, written or oral, to which any Subsidiary is a party or by which it or any of its assets or any of the Interests are bound or affected, or will be an event which, after notice or lapse of time or both, will result in any such violation, conflict, breach, acceleration or default, or will result in the creation of a lien, charge or encumbrance on any of such Subsidiary's assets or any of the Interests transferred hereunder, except, in the case of clause (iii) of this subsection, for

such violations, conflicts, breaches, accelerations, defaults, approvals or consents that would not reasonably be expected to have a material adverse effect on the Assets or the operation of the Business.

(ii) Loral Holdings has full power and authority to execute and deliver this Agreement and each other Transaction Document to which it is a party and perform its obligations hereunder and thereunder. This Agreement and each other Transaction Document to which it is a party has been duly authorized by all necessary action of Loral Holdings and constitute (or, when delivered, will constitute) the valid and legally binding obligations of Loral Holdings, enforceable against Loral Holdings in accordance with their respective terms, except to the extent enforceability may be limited by bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally. Except as set forth in Section 3(b) of the Seller Disclosure Schedule, neither the execution and delivery of this Agreement or any other Transaction Document by Loral Holdings nor the consummation of the transactions contemplated hereby or thereby will violate or conflict with, result in the breach of, accelerate the performance required by, constitute a default under, or require the approval or consent of any third party under, (i) any provision of any order, ruling, judgment or decree of any court or any agency of government, (ii) the certificate of incorporation or bylaws of Loral

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Holdings, or (iii) any mortgage, note, debt instrument, lease or any other contract or agreement, written or oral, to which Loral Holdings is a party or by which it is bound or affected, or will be an event which, after notice or lapse of time or both, will result in any such violation, conflict, breach, acceleration or default, except, in the case of clause (iii) of this subsection, for such violations, conflicts, breaches, accelerations, defaults, approvals or consents that would not reasonably be expected to have a material adverse effect on the Assets or the operation of the Business.

(c) Taxes. Except as set forth in Section 3(c) of the Seller Disclosure Schedule, there are no Encumbrances over the Assets of the Subsidiaries related to tax matters.

(d) Ownership.

(i) The Interests are, and will be as of the Closing Date, the only issued and outstanding partnership interests of LDG. Sellers are, and will be as of the Closing Date, the record and beneficial owners of the Interests, free and clear of all Encumbrances. No legend or references to any purported Encumbrances appear on any certificate representing the Interests, and none of the Interests were issued in violation of the Securities Act of 1933, as amended (the "Securities Act") or regulations promulgated thereunder. The Interests have been duly authorized and are fully paid and nonassessable. Except as set forth in Section 3(d) of the Seller Disclosure Schedule, there are no contracts relating to the issuance, sale, or transfer of any ownership interests or other securities of LDG. LDG does not own, or have any contract to acquire, any ownership interests or other securities of any person or any direct or indirect equity or ownership interest in any other business, except the other Subsidiaries.

(ii) Except for the LGP Quotas, all of the outstanding ownership interests and other securities of each Subsidiary not held by LDG ("Equity Securities") are owned by one or more Subsidiaries, free and clear of all Encumbrances. No legend or references to any purported Encumbrances appear on any certificate representing the Equity Securities, and none of the Equity Securities were issued in violation of the Securities Act or regulations promulgated thereunder or any similar law of any governmental body. The Equity Securities have been duly authorized and are fully paid and nonassessable. Except as set forth in Section 3(d) of the Seller Disclosure Schedule, there are no contracts relating to the issuance, sale or transfer of any Equity Securities, and no Subsidiary owns, or has any contract to acquire, any ownership interests or other securities of any person or any direct or indirect equity or ownership interest in any other business, except the other Subsidiaries.

(e) Title to Assets; Sufficiency.

(i) The Operating Subsidiary has good, marketable, fee simple title to, and has sole possession and control of, each of the assets owned by it (the "Assets"), free and clear of all mortgages, liens, pledges, charges, claims, restrictions, defects of title or other encumbrances or rights of others (collectively, "Encumbrances"), except for any Encumbrances described on Section 3(e) of the Seller Disclosure Schedule.

(ii) Section 3(e) of the Seller Disclosure Schedule contains a list of real property in which the Operating Subsidiary has an ownership interest (the "Owned Real

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Property"), and all leases of real property in which the Operating Subsidiary has a leasehold interest (the "Leased Real Property") and collectively with the Owned Real Property, the "Real Property"). The Real Property represents all real properties currently used in the Business. Except as set forth on Section 3(a) of the Seller Disclosure Schedule, use of the Real Property for the various purposes for which it is presently being used is permitted as of right under all applicable zoning legal requirements. All improvements to the Real Property are in compliance in all material respects with all applicable laws and regulations and are, and on the Closing Date will be, in all material respects, in a condition that allows them to be used to operate the Business as currently conducted. No part of any improvement to the Real Property encroaches on any real property not included in the Real Property, and there are no buildings, structures, fixtures or other improvements primarily situated on adjoining property which encroach on any part of the Real Property. Each parcel of Real Property abuts on and has direct vehicular access to a public road or has access to a public road via a permanent, irrevocable, appurtenant easement benefiting such Real Property and comprising a part of the Real Property, is supplied with public or quasi-public utilities and other services appropriate for the operation of the facilities located thereon.

(iii) The Assets, together with the other rights held by the Subsidiaries, constitute all of the assets and rights necessary to operate the Business in all material respects as currently conducted.

(f) Machinery, Equipment, Etc. The Operating Subsidiary has good title to all machinery, equipment and any other tangible personal property owned by the Operating Subsidiary or used in the Business, which have been, and until the Closing will be, maintained in all material respects in accordance with good maintenance policies and practices and are, and on the Closing Date will be, in all material respects, in a condition that allows them to be used to operate the Business as currently conducted.

(g) Financial Statements; Undisclosed Liabilities. Prior to Closing, LDG, the Operating Subsidiary and Holdings will deliver to Buyer true and correct copies of (i) an unaudited separate company balance sheet of such Subsidiary at December 31, 2006 (each a "Balance Sheet" and collectively, the "Balance Sheets"), and the related unaudited statements of income, shareholders' equity and cash flows for the 12 months then ended, including the notes thereto, and (ii) an unaudited separate company balance sheet of such Subsidiary at June 30, 2007, and the related unaudited statements of income, shareholders' equity, and cash flows for the six months then ended (collectively, the "Financial Information"). All of the Financial Information, when delivered, will be true and complete and will fairly present in all material respects the assets, liabilities, financial condition and results of operations of each Subsidiary at such dates and for such periods, all in accordance with U.S. or Brazil (as the case may be) generally accepted accounting principles consistently applied throughout the periods involved (except as set forth on Section 3(g) of the Seller Disclosure Schedule and, in the case of interim statements, which do not contain footnotes and are subject to year-end adjustments). No Subsidiary has any liabilities, obligations or contingencies (whether absolute, accrued or contingent) (each a "Liability" and collectively, "Liabilities") of a type described in clauses (x), (y) or (z) of Section 12(a) hereof, and, to each Subsidiary's knowledge, no such Subsidiary has any other Liabilities, except in each case (i) Liabilities that are accrued or reserved against in its most recent balance sheet or as otherwise indicated or reflected in the notes thereto; (ii) additional Liabilities reserved against since the date of such balance sheet (the "Balance Sheet

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Date) that have arisen in the ordinary course of business and are accrued or reserved against on the books and records of such Subsidiary; (iii) additional Liabilities that are expressly provided for in any Contracts that are not required to be reflected in such Subsidiary's financial statements under U.S. or Brazil (as the case may be) generally accepted accounting principles; and (iv) other potential or actual Liabilities directly or indirectly related to or resulting from the issues and matters listed in Section 3(g) of the Seller Disclosure Schedule.

(h) Inventory. Upon the consummation of the transactions contemplated hereunder, the inventory of the Subsidiaries (including any inventory located in the United States and/or Canada) shall be indirectly acquired by Buyer "as is." Except as set forth on Section 3(h) of the Seller Disclosure Schedule, the Subsidiaries are not in possession of any inventory not owned by them, including goods already sold. A list of the inventory of the Subsidiaries located outside Brazil as of October 16, 2007 is set forth on Section 3(h) of the Seller Disclosure Schedule.

(i) Casualty. Since December 31, 2006, the Assets have not been affected by any theft, fire, explosion, accident, flood, drought, storm, earthquake, embargo, act of God or any public enemy or other casualty, whether or not insured, that in any way has materially impaired or could reasonably be expected to impair materially the Business or has materially adversely affected or could reasonably be expected to materially affect the value of any of such Assets.

(j) Insurance. The Operating Subsidiary has provided or made available to Buyer a copy of all insurance policies and all self-insurance programs and arrangements relating to the Business and the Assets. All premiums due and payable under all such policies have been paid and the Operating Subsidiary is not otherwise in material default under the terms of such policies. As of the date of this Agreement, the Operating Subsidiary had not received notice of any threatened termination of, or premium increase with respect to, any such policies.

(k) Contracts. Section 3(k) of the Seller Disclosure Schedule lists all of the contracts and agreements in effect as of September 30, 2007 to which any Subsidiary is a party or by which any of the Assets are bound (the "Contracts"). Each of the Contracts listed or described in Section 3(k) of the Seller Disclosure Schedule is in full force and effect and is a legal, binding and enforceable obligation by or against a Subsidiary, except where the failure to be in full force and effect would not reasonably be expected to have a material adverse effect on the Assets or operation of the Business. Except for noncompliance due to Constellation Service Matters (as defined in Section 8(c)) and except as set forth on Section 3(k) of the Seller Disclosure Schedule, each Subsidiary is in material compliance, and to each Subsidiary's knowledge, each counterparty is in material compliance, with the terms of such Contracts. The consummation of the transactions contemplated hereunder and the sale of the Interests to Buyer shall not trigger the acceleration or early maturity of any contractual obligation to which any Subsidiary is bound. The Operating Subsidiary has delivered or made available to Buyer correct and complete copies of each Contract listed on Section 3(k) of the Seller Disclosure Schedule and all amendments thereto, modifications thereof and material correspondence in connection therewith.

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(l) Governmental Licenses, Permits, and Approvals. Section 3(l) of the Seller Disclosure Schedule lists all of the licenses, registrations and permits issued to the Operating Subsidiary by Brazil's Agência Nacional de Telecomunicações ("Anatel") which are required for the Operating Subsidiary to operate the Business as currently conducted. Except as set forth on Section 3(l) of the Seller Disclosure Schedule, no registration with, approval by, clearance from or pre-notification to Anatel, nor any Anatel permit or license, is required in connection with the execution and performance of this Agreement by Sellers. Except as set forth on Section 3(l) of the Seller Disclosure Schedule, all other government licenses that would materially affect operations of the Business and cannot be replaced within thirty (30) days for under US\$10,000 are in full force and effect, and such full force and effect status will not be materially adversely affected by the sale of the Interests to Buyer or the other transactions contemplated by this Agreement.

(m) Employee Matters.

(i) Section 3(m) of the Seller Disclosure Schedule contains a complete and accurate list of the names, titles, and compensation of all employees of each Subsidiary as of the date hereof (collectively, the "Employees"). In addition, Section 3(m) of the Seller Disclosure Schedule contains a complete and accurate description of any promised increases in compensation of the Employees that have not yet been effected.

(ii) Section 3(m) of the Seller Disclosure Schedule contains a list of each employment agreement, non-competition agreement or similar contract entered into between a Subsidiary or Seller and any Employee other than the standard employment agreements entered into by the Operating Subsidiary with its Employees (the "Employment Agreements").

(iii) Except as set forth on Section 3(m) of the Seller Disclosure Schedule, no unwritten material amendments have been made, whether by oral communication, pattern of conduct or otherwise, with respect to the Employment Agreements or any employee policies and procedures currently in effect.

(iv) Each Subsidiary (A) has been and is in material compliance with all laws, rules, regulations and ordinances respecting employment and employment practices, terms and conditions of employment and wages and hours, and (B) is not liable in any material amount for any arrears

of wages or penalties for failure to comply with any of the foregoing. Except as set forth on Section 3(m) of the Seller Disclosure Schedule, there are no (1) unfair labor practice charges, discrimination charges or other complaints pending or, to Loral Holdings' and each Subsidiary's knowledge, threatened against any Subsidiary before any governmental authority or arbitral body or (2) existing or threatened material labor strikes, disputes, grievances or controversies against or relating to any Subsidiary or any Employees.

(v) LDG is not and has not been a party to any agreement with any union, labor organization or collective bargaining unit. Section 3(m) of the Seller Disclosure Schedule lists the unions to which Holdings, the Operating Subsidiary and their Employees are associated and the collective bargaining agreements to which they are currently bound.

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(vi) Except as set forth on Section 3(m) of the Seller Disclosure Schedule, no Subsidiary has any services, consulting, representation, agency or commission agreement or relationship (the "Agency Relationships") that may be deemed to grant to the other parties thereto or their partners or shareholders rights similar to the ones provided under Brazilian law to Employees. Each Subsidiary has fully paid all commissions, fees, reimbursable expenses and indemnification and severance fees arising from or in connection with the Agency Relationships.

(n) Employee Benefit Matters. Section 3(n) of the Seller Disclosure Schedule lists each employee benefit, equity incentive plan or compensation plan or program covering currently active former, or retired employees of any Subsidiary ("Plan"). The Operating Subsidiary has provided or made available to Globalstar a copy of each Plan document (or, if there is no Plan document, a written description), and where applicable, any related trust agreement, annuity or insurance contract and, where applicable, the three most recent annual reports filed with the applicable governmental authority, including all attachments and schedules thereto. To Loral Holdings' and each Subsidiary's knowledge, each Plan complies with, and has been maintained and administered in material compliance with, its terms and with the requirements prescribed by all applicable laws, statutes, orders, rules and regulations. Except as set forth on Section 3(n) of the Seller Disclosure Schedule, there are no pending or anticipated claims against or otherwise involving any of the Plans (excluding claims for benefits incurred in the ordinary course of Plan activities) and no suit, action or other litigation has been brought against or with respect to any Plan. Except as set forth on Section 3(n) of the Seller Disclosure Schedule, all contributions, reserves or premium payments to each Plan accrued to the date hereof, have been made or provided for. Except as provided under the laws, rules and regulations of Brazil, there are no restrictions on the rights of any Subsidiary to amend or terminate any Plan without incurring any liability under it (other than ordinary administrative expenses). There have been no unwritten or unexpected amendments to, written interpretation of, or announcements (whether or not written) by any Subsidiary relating to coverage under, any Plan.

(o) Compliance with Laws. Except for the Loral Tax Liabilities, each Subsidiary (and in the case of the U.S. Foreign Corrupt Practices Act ("FCPA"), Loral Holdings and Loral Space) has complied in all material respects with all of the laws, regulations, rules, orders, judgments, decrees or other requirements imposed by any governmental authority applicable to it or to the operation of the Business (including, without limitation, the FCPA), and no Subsidiary has received any notice or citation for noncompliance by the Business with any of the foregoing. No Subsidiary has any knowledge of any condition or event which, after notice or lapse of time, or both, would constitute noncompliance with any of the foregoing.

(p) Brokers. Neither any Subsidiary nor Loral Holdings has expressly or impliedly engaged any broker, finder or agent with respect to any transaction contemplated by this Agreement.

(q) Absence of Certain Changes and Conduct of Business. Except as otherwise listed in Section 3(q) of the Seller Disclosure Schedule, since June 30, 2007, there has been no material adverse change in the Assets, or the financial condition, results of operations or prospects of the Business, and neither any Subsidiary nor Loral Holdings has any knowledge of

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any occurrence, circumstances or combination thereof which might reasonably be expected to result in any such material adverse change. Without limiting the foregoing, since June 30, 2007 and except as otherwise listed in Section 3(q) of the Seller Disclosure Schedule, no Subsidiary has:

(i) contracted for the purchase of any capital assets, or paid any capital expenditures, except in the ordinary course of business consistent with past practice and in an amount, individually or in a series of related transactions, not higher than US\$100,000;

(ii) incurred any indebtedness for borrowed money or issued or sold any debt securities, except in the ordinary course of business consistent with past practice and in an amount, individually or in a series of related transactions, not higher than US\$100,000;

(iii) except as would be permitted by Section 7(a)(C), incurred or discharged any liabilities or obligations except in the ordinary course of business consistent with past practice;

(iv) forgiven or canceled any third party debts or claims or released or waived any third party rights or claims, except in the ordinary course of business consistent with past practice and in an amount, individually or in a series of related transactions, not higher than US\$ 100,000;

(v) mortgaged, pledged or subjected to any security interest, lien, lease or other charge or encumbrance any of its assets in an amount, individually or collectively, higher than US\$100,000;

(vi) suffered any damage or destruction to or loss of its assets (whether or not covered by insurance) that has materially adversely affected, or could materially adversely affect, the Business;

(vii) acquired or disposed of any assets except in the ordinary course of business consistent with past practice and in an amount, individually or in a series of related transactions, not higher than US\$100,000;

(viii) increased the compensation of any Employee except in accordance with Section 3(m) of the Seller Disclosure Schedule;

(ix) made any payments to any person or entity except for payments related to the Loral Liabilities (including the Loral Tax Liabilities) or in the ordinary course of business consistent with past practice or loaned any money to any person or entity (other than ordinary course advances of expenses to employees consistent with past practice);

(x) formed or acquired or disposed of any interest in any corporation, company, partnership, joint venture or other entity;

(xi) redeemed, purchased or otherwise acquired, or sold, granted or otherwise disposed of, directly or indirectly, any of its capital stock or securities or any rights to acquire such capital stock or securities, or agreed to change the terms and conditions of any such

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rights or paid any dividends or made any distribution to the holders of any Subsidiary's capital stock, ownership interests or other securities;

(xii) entered into or terminated any material agreement with any person or group, or modified or amended in any material respect the terms of any existing agreement except in the ordinary course of business consistent with past practice and in an amount, individually or in a series of related transactions, not higher than US\$100,000;

(xiii) entered into, adopted or materially amended any employee benefit plan;

(xiv) materially changed its accounting methods; or

(xv) entered into any agreement (written or oral) to do any of the foregoing.

(r) Litigation. Except as otherwise listed in Section 3(r) of the Seller Disclosure Schedule, there is no claim, action, suit or proceeding, administrative or judicial, pending or, to Loral Holdings' and each Subsidiary's knowledge, threatened, against or affecting any Subsidiary or involving any of the Assets or the Business, at law or in equity or before any governmental authority or arbitral body, including, without limitation, any claim, proceeding or suit for the purpose of enjoining or preventing the consummation of the transactions contemplated by this Agreement. No Subsidiary is subject to or in default under any order, writ, injunction or decree of any court or any governmental authority.

(s) Environmental Matters. Each Subsidiary has been and is in material compliance in with all applicable laws relating to pollution or protection of human health or the environment (including, without limitation, air, surface water, ground water, land surface, subsurface strata, and natural resources) (collectively, "Environmental Law"). No Subsidiary has received notice of or is the subject of any pending or threatened actions, causes of action, claims, investigations, demands or notices by any person or entity alleging liability under, or non-compliance with, any Environmental Law. There are no present circumstances that jeopardize the validity of or ability of any Subsidiary to obtain, maintain and comply with all material permits and authorizations required under Environmental Law. No Subsidiary has disposed of or released, or caused or allowed the disposal or release of any pollutant, contaminant, substance or material that is regulated under applicable Environmental Law as harmful or potentially harmful to human health, natural resources or the environment ("Hazardous Material") (at a concentration or level, or in a quantity, which requires a response action or remedial action under any Environmental Law) at the Real Property. No Subsidiary has received notice of any alleged liability, non-compliance or requirement to conduct a response or remedial action under any Environmental Law with respect to the Real Property. There is currently no (i) aboveground or underground storage tank used or formerly used to store any Hazardous Material, or (ii) other Hazardous Materials or Hazardous Material-containing equipment or material at the Real Property. No Subsidiary has received any notice of any alleged liability of any Subsidiary under any Environmental Law with respect to any disposal or release of any Hazardous Material (at a concentration or level, or in a quantity, which requires a response action or remedial action under any Environmental Law) at any other real property.

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The Operating Subsidiary has delivered or made available to Buyer copies of all relevant material environmental documentation (other than attorney-client or work-product privileged materials), if any, that is not older than ten years and that is in the possession and/or under the control of any Subsidiary relating to the Real Property or the Business.

(t) True Copies. All documents furnished to Buyer by any Subsidiary or Loral Holdings pursuant to this Agreement are true and correct copies, and there are no amendments, modifications or side letters thereto except as set forth in such documents.

(u) Proprietary Rights.

(i) Except as would not reasonably be expected to have a material adverse effect on the Assets or the operation of the Business, the Operating Subsidiary owns all patents, trademarks, service marks, copyrights, trade secrets, domain names and other proprietary rights and technology (collectively, "Proprietary Rights"), necessary to conduct the Business as it is currently conducted, or possesses adequate licenses or other rights (including licenses for the use of non-customized software), if any, therefor, without conflict with the rights of others.

(ii) The Operating Subsidiary has the right to use the Proprietary Rights as they are currently used without, to the knowledge of the Operating Subsidiary, infringing or violating the rights of any third parties. No claim has been asserted by any person to the ownership of or right to use any Proprietary Right or challenging or questioning the validity or effectiveness of any license or agreement constituting a part of any Proprietary Right. Each of the Proprietary Rights is valid and subsisting, has not been canceled, abandoned or otherwise terminated and, if applicable, has been duly issued or filed.

(v) Accounts Receivable. All accounts receivable of the Operating Subsidiary that are reflected in its financial statements (other than accounts receivable due from other Subsidiaries) represent or will represent valid obligations arising from sales actually made or services actually performed by the Operating Subsidiary in the ordinary course of business.

(w) Information Supplied. None of the information supplied or to be supplied by any Subsidiary or Loral Holdings for inclusion or incorporation by reference in the Form S-4 contemplated by Section 7(f) will, at the time the Form S-4 is filed with the SEC, at any time it is amended or supplemented or at the time it becomes effective under the Securities Act, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading.

4. Representations and Warranties of LGP and Loral Space. As of the date of this Agreement and as of the Closing Date, LGP and Loral Space jointly and severally represent and warrant to Buyer and Globalstar as follows:

(a) Organization. Each of LGP and Loral Space is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, with full corporate power and authority to own, lease, and operate its properties and to carry on its business as it has been and is presently conducted.

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(b) Authority. Each of LGP and Loral Space has full corporate power and authority to execute and deliver this Agreement and the other Transaction Documents to which it is a party, and perform its respective obligations hereunder and thereunder, and this Agreement and the other Transaction Documents to which it is a party have been duly authorized by all necessary and proper corporate action of each of LGP and Loral Space. This Agreement constitutes, and the other Transaction Documents to which LGP or Loral Space is a party, when delivered, will constitute, the valid and legally binding obligations of LGP or Loral Space, as the case may be, enforceable against such party in accordance with their respective terms, except to the extent enforceability may be limited by bankruptcy, insolvency, moratorium, or other similar laws affecting the enforcement of creditors' rights generally. Neither the execution and delivery of this Agreement by LGP and Loral Space, nor the consummation of the transactions contemplated hereby, will violate or conflict with, result in the breach of, accelerate the performance required by, or constitute a default under, (i) any provision of any order, ruling, judgment or decree of any court or any agency of government, (ii) the governing documents of LGP and Loral Space, as the case may be, or (iii) any mortgage, note, debt instrument, lease or any other contract or agreement, written or oral, to which LGP or Loral Space is a party or by which it or any of its properties is bound or affected, except, in the case of clause (iii) hereof, for such violations, conflicts, breaches, accelerations or defaults that would not reasonably be expected to have a material adverse effect on the Assets or the operation of the Business.

(c) Brokers. Neither LGP nor Loral Space has expressly or impliedly engaged any broker, finder or agent with respect to any transaction contemplated by this Agreement.

(d) Information Supplied. None of the information supplied or to be supplied by LGP or Loral Space for inclusion or incorporation by reference in the Form S-4 contemplated by Section 7(f) will, at the time the Form S-4 is filed with the SEC, at any time it is amended or supplemented or at the time it becomes effective under the Securities Act, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading.

(e) Quotas. LGP owns two of the Quotas free and clear of Encumbrances.

5. Representations and Warranties of DASA. As of the date of this Agreement and as of the Closing Date, DASA represents and warrants to Buyer and Globalstar as follows:

(a) Organization. DASA is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, with full corporate power and authority to own, lease, and operate its properties and to carry on its business as it has been and is presently conducted.

(b) Authority. DASA has full corporate power and authority to execute and deliver this Agreement and the other Transaction Documents to which it is a party, and perform its respective obligations hereunder and thereunder, and this Agreement and the other Transaction Documents to which it is a party have been duly authorized by all necessary and proper corporate action of DASA. This Agreement constitutes, and the other Transaction Documents to which DASA is a party, when delivered, will constitute, the valid and legally

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binding obligations of DASA, enforceable against DASA in accordance with their respective terms, except to the extent enforceability may be limited by bankruptcy, insolvency, moratorium, or other similar laws affecting the enforcement of creditors' rights generally. Neither the execution and delivery of this Agreement by DASA, nor the consummation of the transactions contemplated hereby, will violate or conflict with, result in the breach of, accelerate the performance required by, or constitute a default under, (i) any provision of any order, ruling, judgment or decree of any court or any agency of government, (ii) the governing documents of DASA, or (iii) any mortgage, note, debt instrument, lease or any other contract or agreement, written or oral, to which DASA is a party or by which it or any of its properties is bound or affected, except, in the case of clause (iii) hereof, for such violations, conflicts, breaches, accelerations or defaults that would not reasonably be expected to have a material adverse effect on the Assets or the operation of the Business.

(c) Brokers. DASA has not expressly or impliedly engaged any broker, finder or agent with respect to any transaction contemplated by this Agreement.

5A. Representations and Warranties of MBBras. As of the date of this Agreement and as of the Closing Date, MBBras represents and warrants to Buyer and Globalstar as follows:

(d) Organization. MBBras is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, with full corporate power and authority to own, lease, and operate its properties and to carry on its business as it has been and is presently conducted.

(e) Authority. MBBras has full corporate power and authority to execute and deliver this Agreement and the other Transaction Documents to which it is a party, and perform its respective obligations hereunder and thereunder, and this Agreement and the other Transaction Documents to which it is a party have been duly authorized by all necessary and proper corporate action of MBBras. This Agreement constitutes, and the other Transaction Documents to which MBBras is a party, when delivered, will constitute, the valid and legally binding obligations of MBBras, enforceable against MBBras in accordance with their respective terms, except to the extent enforceability may be limited by bankruptcy, insolvency, moratorium, or other similar laws affecting the enforcement of creditors' rights generally. Neither the execution and delivery of this Agreement by MBBras, nor the consummation of the transactions contemplated hereby, will violate or conflict with, result in the breach of, accelerate the performance required by, or constitute a default under, (i) any provision of any order, ruling, judgment or decree of any court or any agency of government, (ii) the governing documents of MBBras, or (iii) any mortgage, note, debt instrument, lease or any other contract or agreement, written or oral, to which is a party or by which it or any of its properties is bound or affected, except, in the case of clause (iii) hereof, for such violations, conflicts, breaches, accelerations or defaults that would not reasonably be expected to have a material adverse effect on the Assets or the operation of the Business.

(f) Brokers. MBBras has not expressly or impliedly engaged any broker, finder or agent with respect to any transaction contemplated by this Agreement.

(g) Quotas. MBBras owns one of the Quotas free and clear of Encumbrances.

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6. Representations and Warranties of Buyer and Globalstar. As of the date of this Agreement and as of the Closing Date, Buyer and Globalstar jointly and severally represent and warrant to Sellers as follows:

(a) Organization. Globalstar is a corporation duly incorporated, validly existing and in good standing under the laws of the state of Delaware, with full corporate power and authority to own, lease, and operate its properties and to carry on its business as it has been and is presently conducted. Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of Delaware, with full corporate power and authority to own, lease, and operate its properties and to carry on its business as it has been and is presently conducted.

(b) Authority. Each of Buyer and Globalstar has full corporate power and authority to execute and deliver this Agreement and the other Transaction Documents to which it is a party, and perform its respective obligations hereunder and thereunder, and this Agreement and the other Transaction Documents to which it is a party have been duly authorized by all necessary and proper corporate action of each of Buyer and Globalstar. This Agreement constitutes, and the other Transaction Documents to which Buyer or Globalstar is a party, when delivered, will constitute, the valid and legally binding obligations of Buyer or Globalstar, as the case may be, enforceable against such party in accordance with their respective terms, except to the extent enforceability may be limited by bankruptcy, insolvency, moratorium, or other similar laws affecting the enforcement of creditors' rights generally. Neither the execution and delivery of this Agreement by Buyer and Globalstar, nor the consummation of the transactions contemplated hereby, will violate or conflict with, result in the breach of, accelerate the performance required by, or constitute a default under, (i) any provision of any order, ruling, judgment or decree of any court or any agency of government, (ii) the governing documents of Buyer or Globalstar, or (iii) any mortgage, note, debt instrument, lease or any other contract or agreement, written or oral, to which Buyer or Globalstar is a party or by which it or any of its properties is bound or affected.

(c) Brokers. Neither Buyer nor Globalstar has expressly or impliedly engaged any broker, finder or agent with respect to any transaction contemplated by this Agreement.

(d) Globalstar Capitalization. The authorized capital stock of Globalstar consists of (A) 800,000,000 shares of common stock, par value US\$0.0001 per share, of which 82,671,224 shares were issued and outstanding as of November 8, 2007, and (B) 100,000,000 shares of preferred stock, par value US\$0.0001 per share, none of which are issued or outstanding as of the date of this Agreement. All of the issued and outstanding shares of Globalstar stock are, and all shares reserved for issuance will be, upon issuance in accordance with the terms specified in the instruments or agreements pursuant to which they are issuable, duly authorized, validly issued, fully paid and nonassessable. Globalstar is the sole owner of Buyer.

(e) Issuance. The Globalstar Stock to be issued in payment of the Purchase Price has been duly and validly authorized, reserved for issuance and, when issued, sold and delivered by Globalstar in accordance with the terms of this Agreement for the consideration provided for herein, will have been duly and validly issued, fully paid and nonassessable and

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issued in compliance with all applicable federal and state securities laws and will be free of any Encumbrance and free of any restrictions on transfer except any applicable restrictions under Rule 145 of the Securities Act.

(f) Information Supplied. The Form S-4 contemplated by Section 7(f) will not, at the time it becomes effective under the Securities Act, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading; provided that neither Globalstar nor Buyer makes any representation or warranty with respect to any information supplied or to be supplied by any Subsidiary, Seller, Quota Seller or Loral Space for inclusion or incorporation by reference in the Form S-4.

(g) Due Diligence. Buyer and Globalstar either directly or through their respective representatives and advisors have conducted due diligence on the Subsidiaries, the Assets, the Business and the Interests. To Buyer and Globalstar's knowledge, all documents, records and books pertaining to the Subsidiaries have been made and are available to Buyer and Globalstar and their representatives and advisors, and each of Buyer and Globalstar has had an opportunity to ask questions of and receive answers from executives of the Subsidiaries, the Sellers and Loral Space concerning the Subsidiaries, the Assets, the Business and the Interests. Pursuant to Section 7(b) of this Agreement, prior to Closing, Buyer and Globalstar shall continue to analyze all relevant matters pertaining to the Subsidiaries, the Assets, the Business and the Interests, including but not limited to those subject of representations and warranties provided hereunder by Sellers, the Subsidiaries, LGP and Loral Space. Globalstar is the owner and operator of the Globalstar network of low earth orbiting satellites related to the Business and of other Globalstar service providers (similar to the Operating Subsidiary) and is therefore fully familiar with the overall nature of the Business. Each of Buyer and Globalstar or its advisors have such knowledge and experience in financial and business matters that they are capable of evaluating the merits and risks of consummating the transactions contemplated hereunder. Nothing in this representation and warranty shall limit Buyer or Globalstar's ability to seek indemnity under Section 12 hereof.

7. Covenants.

(a) Interim Operations of the Business. Loral Space, Loral Holdings and each of the Subsidiaries covenants and agrees that, after the date hereof and prior to the Closing, unless Globalstar shall otherwise approve in writing and except as otherwise expressly contemplated by this Agreement or as required by applicable laws or regulations, the Business shall be conducted in the ordinary and usual course and the Subsidiaries shall use their respective commercially reasonable efforts to preserve their business organizations intact and maintain existing relations and goodwill with governmental authorities, customers, suppliers, distributors, creditors, lessors, employees and business associates and keep available the services of the present employees and agents of the Business. Without limiting the generality of the foregoing and in furtherance thereof, from the date of this Agreement until the Closing, except (A) as otherwise expressly required by this Agreement, (B) as Globalstar may approve in writing, (C) as Loral Space, at its sole discretion, may deem necessary or convenient to settle, pay or deal with existing liabilities of the Subsidiaries (including the Loral Liabilities and the Loral Tax Liabilities), so long as such settlements (i) are the financial responsibility of Loral Space

pursuant to Section 12(a) hereof or otherwise and (ii) could not reasonably be expected to materially adversely affect the Assets or the operation of the Business following the Closing, or (D) as set forth in Section 7(a) of the Seller Disclosure Schedule, neither Loral Holdings nor any Subsidiary will, directly or indirectly, take any action described in Section 3(q) hereof. In addition, without limiting the generality of the foregoing, within five business days after the signing of this Agreement, LDG shall pay (or shall cause the Operating Subsidiary to pay) to Globalstar an amount (the “Satellite Service Fee Interim Payment”) equal to (x) all amounts then owed under the Satellite Services Agreement after giving effect to all and any discounts, rebates and deductions granted to LDG by Globalstar (which discounts, rebates and deductions shall be no less than those accorded by Globalstar to other independent gateway operators) less (y) US\$500,000, and LDG shall thereafter pay (or cause the Operating Subsidiary to pay) to Globalstar all amounts owed under the Satellite Services Agreement as they come due after giving effect to all and any discounts, rebates and deductions granted to LDG by Globalstar (which discounts, rebates and deductions shall be no less than those accorded by Globalstar to other independent gateway operators) (the “Satellite Service Fee Current Payments”). The parties agree that the amount of the Satellite Service Fee Interim Payment as of October 31, 2007 is US\$290,407.89.

(b) Access and Information.

(i) Each Subsidiary shall, and Loral Holdings and Loral Space shall cause each Subsidiary to, give Buyer and Globalstar, and their counsel, accountants and other representatives full access during normal business hours, throughout the period prior to the Closing Date, to all property, books, leases, contracts, commitments and records of such Subsidiary and the Business, and each Subsidiary shall cause to be furnished to Buyer and Globalstar and their representatives during such period all of such information concerning such operations as Buyer and Globalstar and their representatives may reasonably request. Each Subsidiary shall, and Loral Holdings and Loral Space shall cause each Subsidiary to, permit Buyer and Globalstar to make any investigations of the Real Property and the Assets, including, without limitation, environmental investigations, as Buyer determines in its sole discretion. Until Closing, Buyer and Globalstar and their counsel, accountants and other representatives shall not disclose to persons outside of Buyer and Globalstar any confidential or proprietary information of any Subsidiary or the Business or information of others that any Subsidiary is obligated to maintain in confidence, which is obtained by Buyer pursuant to this Section 7(b). Each Subsidiary shall, and Loral Holdings and Loral Space shall cause each Subsidiary to, make available to Buyer and Globalstar true copies of all Contracts listed on Section 3(k) of the Seller Disclosure Schedule prior to Closing. The parties acknowledge that Globalstar, the Operating Subsidiary and Loral Space have previously executed a Confidentiality Agreement dated August 21, 2006 (the “Confidentiality Agreement”), which Confidentiality Agreement will continue in full force and effect in accordance with its terms, and Globalstar will hold, and will cause Buyer and Globalstar’s and Buyer’s respective directors, officers, employees, agents and advisors (including attorneys, accountants, consultants, bankers and financial advisors) to hold, all Information (as defined in the Confidentiality Agreement) confidential in accordance with the terms of the Confidentiality Agreement (as if Buyer, in addition to Globalstar, were a signatory thereto). In the event the transactions contemplated by this Agreement fail to close, for whatever reason, Buyer and Globalstar shall return all Information disclosed under the Confidentiality Agreement to the Disclosing Party (as defined in the Confidentiality Agreement).

(ii) Loral Holdings shall cause to be provided to Globalstar as soon as available, but not later than the 45th day after the end of the applicable month, financial statements of the Operating Subsidiary, including a balance sheet, statement of operations and statement of cash flows, in each case as of and for each month ending during the term of this Agreement. In addition, Loral Holdings shall cause to be provided to Globalstar as soon as available, but not later than the 15th day after the end of the applicable month, a “churn report” showing changes to the Business’s customer base during such month for each month ending during the term of this Agreement.

(iii) Each of Loral Holdings, Loral Space, LGP, DASA, MBBras and each Subsidiary shall provide prompt written notice to Globalstar of the occurrence of any event prior to the Closing which would (or which with notice or the passage of time would), if such event had occurred prior to the date hereof, cause or constitute a breach of any of the representations or warranties of such party in this Agreement. Loral Holdings shall also provide Globalstar with prompt written notice of any material change in the normal course of the Subsidiaries’ business, results of operations or financial condition, other than changes resulting from Constellation Service Matters.

(iv) Each of Buyer and Globalstar shall provide prompt written notice to each of Loral Holdings, Loral Space, LGP, DASA, MBBras and each Subsidiary of the occurrence of any event prior to the Closing which would (or which with notice or the passage of time would), if such event had occurred prior to the date hereof, cause or constitute a breach of any of the representations or warranties of such party in this Agreement.

(c) Consents and Regulatory Approvals. The parties acknowledge that the Operating Subsidiary has filed an application with Anatel for approval of the transactions contemplated by this Agreement. The parties shall promptly, prepare and file all necessary documentation, to effect all necessary (or, in the case of Anatel, all additional) applications, notices, petitions and filings, and shall use reasonable best efforts to take or cause to be taken all actions, and do or cause to be done all things in order to obtain all Required Consents. The parties agree that they will consult and cooperate with each other with respect to the obtaining of all Required Consents.

(d) Exclusivity. Sellers and the Subsidiaries shall not, nor shall they authorize or permit any of their directors, officers or employees to, and Sellers and the Subsidiaries shall use their reasonable best efforts to cause any investment banker, financial advisor, services provider, consultant, attorney, accountant or other representative acting on behalf of it or any of its subsidiaries not to, directly or indirectly, (i) solicit, initiate or encourage (including by way of furnishing information), or knowingly take any other action designed to facilitate, any inquiries or the making of any proposal that constitutes a Seller Acquisition Proposal (as defined below) or (ii) participate in any negotiations or discussions regarding any Seller Acquisition Proposal. For purposes of this Agreement, “Seller Acquisition Proposal” means any bona fide inquiry, proposal or offer from any person relating to (i) any direct or indirect acquisition or purchase of any assets or business that constitutes 10% or more of the net revenues, net income or the assets of the Business, (ii) any direct or indirect acquisition or purchase of 10% or more of any class of voting securities of any Subsidiary, or (iii) any merger, consolidation, business combination, recapitalization, liquidation, dissolution or similar transaction involving any Subsidiary, in each

case other than the transactions contemplated by this Agreement. In addition, Sellers and the Subsidiaries shall as promptly as practicable advise Globalstar, orally and in writing, of any request for information or of any Seller Acquisition Proposal (and in any case within 24 hours of such request or the receipt of such Seller Acquisition Proposal), the principal terms and conditions of such request or Seller Acquisition Proposal and the identity of the person making such request or Seller Acquisition Proposal. Sellers and Subsidiaries shall keep Globalstar informed of the status and details (including amendments or proposed amendments) of any such request or Seller Acquisition Proposal as promptly as practicable

(e) Noncompetition and Nonsolicitation.

(i) For a period of three (3) years after the Closing, Loral Space shall not, within Brazil (the "Territory"), directly or indirectly, invest in, own, manage, operate, finance, control, advise, render services to, or guarantee the obligations of any person engaged in or planning to become engaged in the business of selling mobile satellite telephony or mobile satellite data services using low earth orbiting satellites (the "MSS Business"); provided, however, that Loral Space may own, purchase, or otherwise acquire up to (but not more than) five percent (5%) of any class of the securities of any person engaged in the MSS Business in the Territory (but may not otherwise participate in the activities of such person) if such securities are publicly traded.

(ii) For a period of three (3) years after the Closing, Loral Space shall not, directly or indirectly: (i) solicit, for the purpose of providing MSS Business, the business of any person who is or hereafter becomes a customer of the Business in the Territory; (ii) cause, induce, or attempt to cause or induce any customer, supplier, services provider, officer, manager, employee or consultant of the Business or other person having a business relationship with the Business in the Territory to cease doing business with Buyer, to deal with any MSS Business competitor of Buyer, or in any way interfere with its relationship with Buyer in the Territory; (iii) cause, induce, or attempt to cause or induce any customer, supplier, services provider, officer, manager, employee or consultant of any Subsidiary, or other person having a business relationship with any Subsidiary on the Closing or within the year preceding the Closing to cease doing business with Buyer and/or any Subsidiary, to deal with any MSS Business competitor of Buyer and/or any Subsidiary, or in any way interfere with its relationship with Buyer and/or any Subsidiary; or (iv) hire, retain, or attempt to hire or retain any employee or independent contractor of Buyer or any Subsidiary or in any way interfere with the relationship between Buyer and/or any Subsidiary and any of its officers, managers, employees or independent contractors.

(iii) If a final judgment of an administrative or a judicial court or tribunal of competent jurisdiction determines that any term or provision contained in Sections 7(e)(i)-(ii) is invalid or unenforceable, then the parties agree that the court or tribunal will have the power to reduce the scope, duration, or geographic area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision. This Section 7(e) will be enforceable as so modified after the expiration of the time within which the judgment may be appealed. Loral Space acknowledges and agrees that this Section 7(e) is reasonable and necessary to protect and

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preserve Buyer's legitimate business interests and the value of the Interests and the Business and to prevent any unfair advantage conferred on Loral Space.

(f) Registration of Globalstar Stock. Not later than five (5) business days after receiving from Loral Space and the Subsidiaries all necessary information pertaining to the Subsidiaries, the Sellers or Loral Space, as the case may be (including all information necessary to prepare pro forma financial statements, if any), Globalstar shall prepare and file with the Securities and Exchange Commission (the "SEC") a registration statement on Form S-4 (the "Form S-4") in connection with the registration under Section 5 of the Securities Act, of the Globalstar Stock to be issued to Loral Space as contemplated by this Agreement. Loral Space and the Subsidiaries shall provide such information and assistance as Globalstar may reasonably request and as may be reasonably necessary to complete the Form S-4. Globalstar shall also take any action required to be taken under any applicable state securities laws in connection with the issuance of the Globalstar Stock contemplated hereby, and each party shall furnish all information concerning itself and its owners as may be reasonably requested in connection with any such action. If prior to the Closing any event occurs with respect to Loral Space, Globalstar or any subsidiary of any of the foregoing, or any change occurs with respect to information supplied by or on behalf of Subsidiaries or Loral Space, on the one hand, or Globalstar, on the other hand, for inclusion in the Form S-4 that, in each case, is required to be described in an amendment of, or a supplement to, the Form S-4, Loral Space or Globalstar, as applicable, shall promptly notify the other of such event, and Loral Space or Globalstar, as applicable, shall cooperate with the other in the prompt filing with the SEC of any necessary amendment or supplement to the Form S-4. If, at any time prior to the Closing, any party should discover any information relating to any party, or any of their respective affiliates, directors or officers, that should be set forth in an amendment or supplement to the Form S-4 so that it would not include any misstatement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the party that discovers such information shall promptly notify the other parties and Globalstar shall use best efforts to file an appropriate amendment or supplement describing such information promptly with the SEC. Globalstar shall use its best efforts to have the Form S-4 declared effective under the Securities Act as promptly as practicable after filing.

(g) NASDAQ Listing. Globalstar shall use its best efforts to cause the shares of Globalstar Stock issuable to Loral Space as contemplated by this Agreement to be approved for listing on NASDAQ as promptly as practicable after the date of this Agreement, and in any event, prior to the Closing Date.

(h) Employees. Buyer has provided Loral Space with a list of the Employees as of July 2007 (the "July List") and designated those Employees whose employment Buyer wishes to terminate prior to or at the Closing (the "Terminated Employees"). Buyer may after the date of this Agreement make amendments or modifications to such list, provided, however, that the number of Terminated Employees shall in no event exceed 50% of the total number of Employees on the July List. Globalstar and Loral Space and their respective subsidiaries shall work together to jointly notify the Terminated Employees of this workforce reduction prior to the Closing; provided, however, that Globalstar and its subsidiaries shall not communicate the proposed termination of the Terminated Employees to any Employee or officer of the Operating Subsidiary without the prior written approval of Loral Space. Loral Space shall indemnify

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Buyer, Globalstar and the Subsidiaries for all severance costs and other Damages arising from or relating to the termination of the Terminated Employees pursuant to Section 12 hereof. After Closing, the Operating Subsidiary shall and Buyer and Globalstar shall cause the Operating Subsidiary to provide Loral Space and its representatives and advisors with all and any data, documents (including employment termination agreements and powers of attorney, if the case

may be) and reasonable assistance required for Loral Space to lead and handle the procedures for the ratification of the termination of the Terminated Employees before the competent authorities and unions.

(i) Public Announcements. The parties will consult with each other before issuing, and provide each other the reasonable opportunity to review, comment upon and concur with, any press release or other public statements with respect to the transactions contemplated by this Agreement, and shall not issue any such press release or make any such public statement prior to such consultation, except as any party, after consultation with counsel, determines is required by applicable law or applicable rule or regulation of a national securities exchange.

(j) Further Assurances. The parties shall cooperate reasonably with each other and with their respective representatives in connection with any steps required to be taken as part of their respective obligations under this Agreement, and shall: (i) furnish upon request to each other such further information; (ii) execute and deliver to each other such other documents; and (iii) do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Agreement and the transactions contemplated hereby.

(k) Retention of and Access to Records; Cooperation. From the Closing, until the third anniversary of the Closing, or until the expiration of any applicable sales, income or other tax statute of limitations, if later, Sellers shall not, without the prior written consent of Buyer, destroy any records pertaining to the Business or the Assets existing at the Closing and in the possession of Sellers. Sellers shall provide reasonable access to Buyer to review any such records and to make copies thereof and shall provide reasonable cooperation to Buyer in connection with the transfer of ownership of the Interests, preparation of tax returns and reports, and the resolution of any claims, litigation or disputes concerning the Interests, the Contracts, or the Business.

(l) CISA Tax Reimbursements. Buyer and Globalstar are aware that the Operating Subsidiary, with the assistance of LDG and Loral Space, is seeking certain tax-related reimbursements from CISA Trading S.A. (the "CISA Tax Reimbursements"). The Operating Subsidiary expects to receive approximately US\$2,500,000 in connection with the CISA Tax Reimbursements, in one or more installments, prior to or after the Closing, a substantial portion of which has been received as of the date of this Agreement. Buyer and Globalstar agree and acknowledge that the economic benefit of the CISA Tax Reimbursement belongs to and shall revert entirely to Loral Space, even if the CISA Tax Reimbursements are partially received by the Operating Subsidiary after the Closing Date. In this regard, the parties agree that (i) all CISA Tax Reimbursements received by the Operating Subsidiary after the Closing shall be deposited by the Operating Subsidiary in a separate segregated bank account of the Operating Subsidiary (the "CISA Separate Account"); and (ii) the Operating Subsidiary shall (and Globalstar, Buyer and LDG, as the case may be, shall cause the Operating Subsidiary to) use and invest all monies deposited in the CISA Separate Account exclusively in accordance with the instructions given to

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the Operating Subsidiary in writing by Loral Space from time to time, both prior to the Closing (subject to Section 7(a)) and after the Closing. If, after the Closing, Loral Space instructs the Operating Subsidiary to use any proceeds of the CISA Separate Account to pay or settle any Loral Liabilities (including Loral Tax Liabilities), amounts so used by the Operating Subsidiary shall be offset against monies owed by Loral Space to Globalstar under Section 12(f)(ii) of this Agreement. In turn, if Loral Space instructs the Operating Subsidiary to forward any proceeds of the CISA Separate Account to Loral Space, then within three (3) business days after receipt of such instruction either the Operating Subsidiary shall remit funds to Loral Space or Globalstar shall deliver relevant amounts in US dollars to Loral Space in the US, in which case, for purposes of currency conversion, the PTAX 800 (Venda) currency exchange rate published by the Central Bank of Brazil on the first business day prior to the date on which Globalstar delivers funds to Loral Space shall apply (the "CISA Exchange Rate"). If after Closing any third party seizes or otherwise imposes any encumbrance or restriction on the CISA Separate Account or on the use by the Operating Subsidiary of the proceeds deposited therein, Globalstar shall, upon request of Loral Space, deliver to Loral Space in the United States an amount in US dollars equivalent to the total amount deposited in the CISA Separate Account, in which case, for purposes of currency conversion, the CISA Exchange Rate shall apply and thereafter the proceeds in the CISA Separate Account shall be for the sole benefit of the Operating Subsidiary and this Section 7(l) shall cease to apply provided that no further CISA Tax Reimbursements are due to be received by the Operating Subsidiary. After Closing, the Operating Subsidiary shall, and Buyer and Globalstar shall cause the Operating Subsidiary to, (x) provide Loral Space and its representatives and advisors with all and any data, documents (including powers of attorney, as the case may be) and reasonable assistance required for Loral Space to lead any negotiations, communications or discussions and enter into agreements with CISA Trading S.A. directly or indirectly related to the CISA Tax Reimbursement; (y) abide by the instructions of Loral Space in connection with any negotiations, communications, discussions and agreements with CISA Trading S.A. directly or indirectly related to the CISA Tax Reimbursement; (w) take no action before CISA Trading S.A. without the prior written approval of Loral Space; and (z) provide Loral Space with all and any data and documents related to the CISA Separate Account that are reasonably requested by Loral Space. Loral Space will indemnify the Operating Subsidiary and its affiliates for any taxes incurred by the Operating Subsidiary as a result of the Operating Subsidiary's receipt of the CISA Tax Reimbursements and its compliance with the terms of this Section 7(l).

(m) Change of Corporate Names. After the Closing, no Subsidiary shall use or refer to the words "Loral" and/or "DASA" in its corporate name or otherwise. As soon as practicable, but in no event later than 15 days, after Closing, each Subsidiary shall, and Buyer and Globalstar shall cause each Subsidiary to, take all actions necessary to comply with this Section 7(m), including (as the case may be) amending their respective governing documents to provide for a change in their corporate names.

(n) Competition Filing. Buyer shall timely notify the competent antitrust and competition authorities in Brazil, including the Administrative Council of Economic Defense (the "CADE"), if any such notification is required under Brazilian law (the "Competition Filing") of the transactions contemplated by this Agreement and the other Transaction Documents. Loral Space and its subsidiaries shall cooperate with Buyer by providing all information reasonably requested by it in connection with the Competition Filing. All costs and

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expenses related to the Competition Filing (including the filing fee) shall be paid by the parties as set forth in Section 22. The parties agree and acknowledge that issuance of a final ruling by CADE is not a condition for Closing.

8. Conditions Precedent to Buyer's and Globalstar's Obligations at the Closing. All obligations of Buyer and Globalstar to complete the purchase of the Interests and the other actions listed in Section 10 below are subject to the fulfillment prior to or at the Closing of each of the following conditions:

(a) No (i) temporary restraining order or preliminary or permanent injunction or other order by any governmental authority of competent jurisdiction preventing consummation of the transactions contemplated hereby or (ii) applicable law prohibiting consummation of the transactions contemplated hereby (collectively, “Restraints”) shall be in effect, and no governmental authority shall have instituted (or if instituted, shall not have withdrawn) any action, suit, claim, hearing, investigation or other proceeding seeking to enjoin or prohibit the consummation of the transactions contemplated hereby;

(b) All consents, approvals and transfers required from governmental authorities and other third parties in order to consummate the transactions contemplated by this Agreement (including, without limitation, approvals from governmental authorities necessary to permit the change of control of the Operating Subsidiary, and consents from third parties necessary under any Contracts and leases of Real Property, but excluding the Competition Filing) (collectively, “Required Consents”), shall have been obtained, in form and substance reasonably satisfactory to Buyer, and without the imposition of any term, condition or consequence the acceptance of which would, individually or in the aggregate, reasonably be expected to have or result in a material adverse effect on the operation of the Business following the Closing (provided, however, that the receipt of any Required Consents, which if not received, individually or in the aggregate, would not reasonably be expected to materially adversely affect Buyer or Globalstar or the Assets or operation of the Business following the Closing, shall not be a condition to Buyer’s and Globalstar’s obligations to complete the purchase of the Interests and the other actions listed in Section 10 below);

(c) No material adverse change in the Assets, the Business, or the Business’ results of operations, financial condition or prospects shall have occurred since June 30, 2007, provided, however, that changes in the Assets, the Business or the Business’ results of operations, financial condition or prospects directly or indirectly related to or resulting from Constellation Service Matters shall not be considered material adverse changes. “Constellation Service Matters” means service issues related to any degraded performance of the Globalstar satellite constellation;

(d) Sellers and/or the Subsidiaries, as applicable, shall have delivered to Buyer and/or Globalstar, all of the items listed in Section 10(b) below;

(e) Each of the representations and warranties of Loral Holdings, LGP, Loral Space and each Subsidiary set forth in this Agreement shall be true and complete in all material respects at the Closing Date as if then made (without giving effect to any materiality or material adverse effect qualifiers in such representations and warranties), and Buyer shall have received a

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certificate executed by a duly empowered representative of Loral Holdings, LGP, Loral Space and each Subsidiary, as applicable, to that effect;

(f) Each of the representations and warranties of DASA and MBBras set forth in this Agreement shall be true and complete in all material respects at the Closing Date as if then made (without giving effect to any materiality or material adverse effect qualifiers in such representations and warranties), and Buyer shall have received a certificate executed by a duly empowered representative of DASA and MBBras, as applicable, to that effect;

(g) Sellers and each Subsidiary shall have performed all covenants to be performed by each of them hereunder prior to the Closing, and Buyer shall have received a certificate executed by a duly empowered representative of Loral Space to that effect;

(h) At Closing, the Subsidiaries collectively shall have cash on hand in an amount equal to or greater than the aggregate amount of Loral Liabilities set forth on the Closing Account Balance Schedule that are installments of Financed Liabilities or other scheduled payments, in each case, that are or will become due within 30 days of the Closing;

(i) The credit facility between the Operating Subsidiary and Banco Bradesco S.A. and the credit facility between the Operating Subsidiary and Banco Sudameris Brasil S.A./Banco ABN Amro Real S.A. shall have been terminated without further liability to the Operating Subsidiary, and evidence of such termination shall have been provided to Globalstar to Globalstar’s reasonable satisfaction;

(j) To the extent that the Operating Subsidiary has received all or a portion of the CISA Tax Reimbursements prior to the Closing Date, LDG or the Operating Subsidiary shall have paid to Globalstar the Satellite Service Fee Interim Payment and the Satellite Service Fee Current Payments in accordance with Section 7(a) of this Agreement;

9. Conditions Precedent to Sellers’ Obligations. All obligations of Sellers to complete the sale of the Interests and the other actions listed in Section 10 below are subject to the fulfillment prior to or at the Closing of the following conditions:

(a) No Restraint shall be in effect, and no governmental authority shall have instituted (or if instituted, shall not have withdrawn) any action, suit, claim, hearing, investigation or other proceeding seeking to enjoin or prohibit the consummation of the transactions contemplated hereby;

(b) All Required Consents shall have been obtained, in form and substance reasonably satisfactory to Sellers, and without the imposition of any term, condition or consequence the acceptance of which would, individually or in the aggregate, reasonably be expected to have or result in a material adverse effect on the Sellers or Loral Space following the Closing (provided, however, that the receipt of any Required Consents, which if not received, individually or in the aggregate, would not reasonably be expected to adversely affect Sellers or Loral Space following the Closing, shall not be a condition to Sellers’ obligations to complete the sale of the Interests and the other actions listed in Section 10 below);

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(c) The Form S-4 shall have become effective under the Securities Act and shall not be the subject of any stop order or proceedings seeking a stop order and all state securities and “blue sky” authorizations necessary to carry out the transactions contemplated hereby shall have been obtained and be in effect, and the shares of Globalstar Stock payable as the Purchase Price shall have been approved for listing on the NASDAQ;

(d) Buyer and/or Globalstar, as applicable, shall have delivered to Sellers and Loral Space, as the case may be, the items set forth in Section 10(a) below;

(e) Each of the representations and warranties of Buyer and Globalstar set forth in this Agreement shall be true and complete in all material respects at the Closing Date as if then made, and Sellers shall have received a certificate executed by a duly empowered representative of Buyer and Globalstar to that effect, provided, however, that if Sellers elect to waive the condition set forth in Section 9(c), such certificate may exclude the bring-down of the representation and warranty set forth in Section 6(e) to the effect that the Globalstar Stock is free of any restrictions on transfer, and Globalstar's and Buyer's compliance with Sections 7(f) and 7(g) after the date of Sellers' election to waive the condition set forth in Section 9(c) shall be deemed waived; and

(f) Buyer and Globalstar shall each have performed all covenants to be performed by it hereunder prior to the Closing, and Sellers shall have received a certificate executed by a duly empowered representative of Buyer and Globalstar to that effect.

10. Transactions at Closing.

(a) At the Closing, Buyer and/or Globalstar, as applicable, shall deliver to Sellers and/or Loral Space, as applicable, against delivery by Sellers and or Subsidiaries of the items described in Section 10(b) below:

- (i) The Purchase Price as set forth in Section 1(b);
- (ii) The executed Transfer Agreement and the executed Amendment;
- (iii) Certified copies of resolutions of the sole owner of Buyer authorizing the transactions referred to herein; and
- (iv) Evidence of the effectiveness of the Registration Statement.

(b) At the Closing, Loral Holdings, DASA, Quota Sellers and/or each of the Subsidiaries shall deliver to Buyer as applicable the following against delivery by Buyer of the items described in Section 10(a) above:

- (i) The executed Transfer Agreement and the executed Amendment;
- (ii) Evidence satisfactory to Buyer of release of all liens or encumbrances on the Assets, if any, except for liens and encumbrances set forth on Section 3(c) of the Seller Disclosure Schedule;

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(iii) Evidence of good standing of Sellers and each Subsidiary in the jurisdiction of its incorporation or organization (as far as the Operating Subsidiary and Holdings are concerned, such evidence shall correspond to the so-called "Ficha de Breve Relato Completa" issued by the State of Rio de Janeiro Board of Trade);

(iv) Certified copies of the governing documents of each Subsidiary;

(v) Resolutions of Sellers, the Quota Sellers and each Subsidiary (each certified by the Secretary of such Subsidiary or Sellers or a partners' meeting registered at the competent Commercial Registry, as the case may be) authorizing this Agreement and the transactions contemplated hereunder; and

(vi) Resignation letters executed by each officer and director of LDG, in form and substance satisfactory to Globalstar.

11. Survival of Covenants, Representations and Warranties. All representations and warranties contained in this Agreement shall survive the Closing for a period of 12 months, notwithstanding any knowledge or investigation acquired with respect thereto, except that the representations and warranties contained in Sections 3(a), 3(b), 3(d), 3(e)(i), 4(a), 4(b), 4(e), 5(a), 5(b), 5A(a), 5A(b) and 5A(d) (the "Seller Special Representations") and in Sections 6(a), 6(b), 6(d) and 6(e) (the "Buyer Special Representations") shall survive without limitation. All covenants and agreements contained herein that by their terms are to be performed in whole or in part, or which prohibit actions subsequent to the Closing, shall survive the Closing in accordance with their terms, and all other covenants and agreements contained herein shall not survive the Closing and shall thereupon terminate. The termination or expiration of representations, warranties and covenants as set forth herein shall not affect the Globalstar Indemnified Parties' ability to seek indemnity under Sections 12(a)(iii) and 12(a)(iv) below.

12. Indemnification.

(a) By Loral Space. Subject to the terms and conditions of this Agreement, Loral Space agrees to indemnify, defend and hold harmless Buyer, Globalstar, and after the Closing, the Subsidiaries, their respective affiliates (including, after Closing, the Subsidiaries), successors and assigns and their respective officers, directors, employees, agents, owners and managers (collectively, the "Globalstar Indemnified Parties"), from and against all claims, losses (including difference in value between what was represented and the actual value), liabilities, damages, costs (including costs of remediation) and expenses (including interest, penalties, costs of investigation and reasonable attorneys' and experts' fees) to the exclusion of indirect damages, loss of revenues or profits and consequential damages (collectively, "Damages") based upon, arising out of or otherwise in respect of: (i) any breach by any Subsidiary, any Seller, any Quota Seller or Loral Space of any of the representations or warranties made by any of them in this Agreement or in any certificate or instrument delivered pursuant to this Agreement; (ii) any breach by any Subsidiary, any Seller, any Quota Seller or Loral Space of any of the covenants or agreements made by any of them in this Agreement; (iii) all liabilities related to taxes on the balance sheet of the Operating Subsidiary at June 30, 2007 (the "Loral Tax Liabilities") and any liability resulting from the failure of Holdings' capital to be fully paid as of the Closing; or (iv) any assertion by a party unaffiliated with Globalstar against Buyer, Globalstar or any Subsidiary

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of any liability, obligation, indebtedness or claim, whether known or unknown at the Closing, arising from or related to (A) the operation of the Business or ownership of the Assets prior to the Closing, or (B) any liability of any Subsidiary existing as of the Closing Date, but not including any of the following liabilities: (x) the Operating Subsidiary's liabilities under the Contracts identified in Section 3(k) of the Seller Disclosure Schedule (but excluding any

liabilities existing as of the Closing Date as a result of a breach of or default under any such Contract by the Operating Subsidiary other than a breach of or default under any such Contract directly or indirectly related to Constellation Service Matters); (y) all liabilities (including accounts payable and liabilities related to taxes) arising in the ordinary course of the Business not older than 30 days as of the Closing (but not including any taxes for which the triggering event arose more than 30 days prior to the Closing); and (z) all liabilities directly or indirectly related to Constellation Service Matters or caused by Buyer or Globalstar or to the Employees other than the Terminated Employees (collectively, the “Assumed Liabilities”). Loral Space shall not be obligated to indemnify, defend and hold harmless the Globalstar Indemnified Parties pursuant Section 12(a)(i) unless and until the aggregate amount of Damages incurred or sustained by the Globalstar Indemnified Parties relating to, or arising out of or in connection with, the matters set forth in Section 12(a)(i) exceeds an amount equal to US\$100,000 (the “Minimum Indemnification Threshold”), in which case Loral Space shall have an indemnification and payment obligation for all such amounts that exceed the Minimum Indemnification Threshold; provided, however, that in no event shall Loral Space’s maximum aggregate indemnification and payment liability for all Damages under Section 12(a)(i) exceed US\$3,000,000 (the “Cap”). Notwithstanding the foregoing, the Cap shall not apply to indemnification of, or payment to, the Globalstar Indemnified Parties for or with respect to Damages related to any breach by any Subsidiary, any Seller, any Quota Seller or Loral Space of any of the Seller Special Representations, and neither the Minimum Indemnification Threshold nor the Cap set forth in this Section 12(a) shall apply to indemnification of, or payment to, the Globalstar Indemnified Parties for or with respect to Damages related to the matters set forth in Section 12(a)(ii), Section 12(a)(iii) or Section 12(a)(iv).

(b) By Buyer and Globalstar. Buyer and Globalstar, jointly and severally, agree to indemnify, defend and hold harmless Sellers, the Quota Sellers, Loral Space, and/or, prior to Closing, the Subsidiaries, their respective affiliates, successors and assigns and their respective current and past officers, directors, employees, attorneys-in-fact and agents (collectively, the “Loral Indemnified Parties”) from and against all Damages based upon, arising out of or otherwise in respect of: (i) any breach by Buyer or Globalstar of any of the representations or warranties made by Buyer or Globalstar in this Agreement or in any certificate or instrument delivered pursuant to this Agreement; (ii) any breach by Buyer or Globalstar of any of the covenants or agreements made by Buyer or Globalstar in this Agreement; (iii) assertion against any Loral Indemnified Party of any Assumed Liability; or (iv) any assertion against a Loral Indemnified Party of any liability, obligation, indebtedness or claim arising from or related to the ownership, possession and use of the Assets and the operation of the Business from and after the Closing (other than a liability, obligation, indebtedness or claim asserted by Globalstar or Buyer or, following the Closing, any Subsidiary under this Agreement). Buyer and Globalstar shall not be obligated to indemnify, defend and hold harmless the Loral Indemnified Parties pursuant Section 12(b)(i) unless and until the aggregate amount of Damages incurred or sustained by the Loral Indemnified Parties relating to, or arising out of or in connection with, the matters set forth in Section 12(b)(i) exceeds an amount equal to the Minimum Indemnification

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Threshold, in which case Buyer and Globalstar shall have an indemnification and payment obligation for all such amounts that exceed the Minimum Indemnification Threshold; provided, however, that in no event shall Buyer’s and Globalstar’s maximum aggregate indemnification and payment liability for all Damages under Section 12(b)(i) exceed the Cap. Notwithstanding the foregoing, the Cap shall not apply to indemnification of, or payment to, the Loral Indemnified Parties for or with respect to Damages related to any breach by Buyer or Globalstar of any of the Buyer Special Representations, and neither the Minimum Indemnification Threshold nor the Cap set forth in this Section 12(b) shall apply to indemnification of, or payment to, the Loral Indemnified Parties for or with respect to Damages related to the matters set forth in Section 12(b)(ii), Section 12(b)(iii) or Section 12(b)(iv).

(c) Indemnity for Securities Law Matters.

(i) Buyer and Globalstar, jointly and severally, agree to indemnify, defend and hold harmless Sellers, Loral Space, their respective affiliates, successors and assigns and their respective officers, directors, employees, and agents from and against all Damages based upon, arising out of or otherwise in respect of any violation of the Securities Act, insofar as such Damages arise out of or are based upon any untrue statement of any material fact contained in the Form S-4, final prospectus, preliminary prospectus, or prospectus supplement contained therein or filed with the SEC, or any amendment or supplement thereto, or any omission to state therein a material fact required to be stated therein or necessary to make the statements therein (in the case of a prospectus, in the light of the circumstances under which they were made) not misleading; provided, that Buyer and Globalstar shall not be liable in any case to the extent that any loss (or actions in respect thereof) arises out of or is based upon an untrue statement or omission made in the Form S-4, final prospectus, amendment or supplement in reliance upon and in conformity with information furnished in writing to Buyer and Globalstar by the Subsidiaries or Loral Space and stated to be specifically for use therein.

(ii) Loral Space agrees to indemnify, defend and hold harmless Buyer and Globalstar their respective affiliates, successors and assigns and their respective officers, directors, employees, and agents from and against all Damages based upon, arising out of or otherwise in respect of any violation of the Securities Act, insofar as such Damages arise out of or are based upon any untrue statement of any material fact contained in the Form S-4, final prospectus or prospectus supplement contained therein or filed with the SEC, or any amendment or supplement thereto, or any omission to state therein a material fact required to be stated therein or necessary to make the statements therein (in the case of a prospectus, in the light of the circumstances under which they were made) not misleading, if such untrue statement or omission was made in reliance upon and in conformity with written information furnished to Buyer and Globalstar by the Subsidiaries or Loral Space specifically stating that it is for use in the preparation of the Form S-4, final prospectus, amendment or supplement.

(iii) No person guilty of fraudulent misrepresentation within the meaning of the Securities Act shall be entitled to contribution from any person not guilty of such fraudulent misrepresentation.

(d) Third Party Claims. Promptly after receipt by a party entitled to indemnification hereunder (the “Indemnitee”) of notice of any demand, claim or circumstance

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which, with the lapse of time, would or might give rise to a claim or the commencement (or threatened commencement) of any action, proceeding or investigation (an “Asserted Liability”) that may result in Damages, the Indemnitee shall give notice thereof (the “Claims Notice”) to the party or parties with an obligation to indemnify (the “Indemnifying Party”). The Claims Notice shall describe the Asserted Liability in reasonable detail and shall indicate the amount (estimated, if necessary and to the extent feasible) of the Damages that have been or may be suffered by the Indemnitee. The Indemnifying Party may elect to defend, at its own expense and by its own counsel, any Asserted Liability, unless the Indemnitee believes in good faith on the advice of counsel that (i) there are one or more legal or equitable defenses available to it that are different from or additional to those available to the Indemnifying Party, or (ii) such Asserted Liability could reasonably be expected to result in a grant of injunctive or equitable relief. If the Indemnifying Party elects to compromise or defend such Asserted Liability, it shall within thirty (30) days (or sooner, if the nature of the Asserted Liability so requires) notify the Indemnitee of its intent to do so,

and the Indemnitee shall cooperate, at the expense of the Indemnifying Party, in the compromise of, or defense against, such Asserted Liability at the sole cost of the Indemnifying Party. If the Indemnifying Party elects not to compromise or defend the Asserted Liability, fails to notify the Indemnitee of its election as herein provided or contests its obligation to indemnify under this Agreement, the Indemnitee may pay, compromise or defend such Asserted Liability. Notwithstanding the foregoing, neither the Indemnifying Party nor the Indemnitee may settle or compromise any claim over the objection of the other, provided, however, that consent to settlement or compromise shall not be unreasonably withheld. The Indemnifying Party shall reimburse the Indemnitee promptly on demand for the costs and expenses of any defense presented or compromise entered into by such Indemnitee. In any event, the Indemnitee and the Indemnifying Party may participate (but not control), at their own expense, in the defense of such Asserted Liability. If the Indemnifying Party chooses to defend the claim, the Indemnitee shall make available to the Indemnifying Party any books, records or other documents within its control that are necessary or appropriate for such defense. Upon payment in full of any Damages or the payment of any judgment or settlement with respect to any Asserted Liability, the Indemnifying Party shall be subrogated to the extent of such payment to the rights of the Indemnitee against any person with respect to the subject matter of such Claim or Third Party Claim. The Indemnitee shall assign or otherwise cooperate with the Indemnifying Party, at the cost and expense of the Indemnifying Party, to pursue any claims against, or otherwise recover amounts from, any person liable or responsible for any Damages for which indemnification has been received pursuant to this Agreement.

(e) Loral Space Deposit Account. In order to support its indemnity obligations pursuant to Section 12(a), Loral Space agrees to transfer, promptly following the Closing, to an unencumbered bank account in Loral Space's name (the "Deposit Account") the Globalstar Stock received as the Purchase Price, and to provide evidence to Globalstar and Buyer of such deposit. Loral Space in its sole discretion may determine whether and when to sell the Globalstar Stock deposited in the Deposit Account, provided, however, that all proceeds from the sale of such Globalstar Stock shall be deposited into the Deposit Account. Except as provided in this Section 12(e) or in Section 12(f) below, Loral Space shall retain all such funds in the Deposit Account and will not (i) transfer or distribute any funds from the Deposit Account, (ii) pledge the Deposit Account or the funds therein, or (iii) permit any lien, claim or encumbrance to attach to the Deposit Account or the funds therein, in each case without Globalstar's prior written consent. Loral Space may, with prior notice to Globalstar, use funds in the Deposit Account to pay any

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Damages that Loral Space becomes obligated to pay to Buyer or Globalstar pursuant to this Section 12, as well as to settle any Loral Liabilities of the Subsidiaries for which Loral Space or any of the Sellers is liable or responsible for under this Agreement.

(f) Loral Tax Liabilities.

(i) The Loral Tax Liabilities, all of which refer to pending tax obligations of the Operating Subsidiary, are comprised of two groups of tax debts: (a) tax obligations which are currently being paid in monthly installments by the Operating Subsidiary under specific tax amnesty or financing programs or agreements (the "Financed Tax Liabilities"); and (b) tax obligations which are not currently the object of any specific tax amnesty or financing programs or agreements (the "Non-Financed Tax Liabilities").

(ii) After Closing, Globalstar shall submit to Loral Space an invoice for each monthly installment of the Financed Tax Liabilities (each, a "Monthly Tax Installment Payment"). Each invoice shall be for an amount in US dollars equivalent to the total amount in Brazilian Reals of the relevant Monthly Tax Installment Payment. Each invoice shall indicate both the US dollars and Brazilian Reals amounts of the relevant Monthly Tax Installment Payment and clearly identify the Financed Tax Liability or Financed Tax Liabilities to which it refers. For purposes of currency conversion, the PTAX 800 (Venda) currency exchange rate published by the Central Bank of Brazil on the first business day prior to the date of issuance of the invoice by Globalstar shall apply (the "Projected Exchange Rate"). Upon receipt of each invoice, and subject to the terms and conditions below, unless Loral Space has directed the Operating Subsidiary to pay such invoice from funds in the CISA Separate Account as set forth in Section 7(l) of this Agreement and sufficient funds remain in the CISA Separate Account to pay such invoice, Loral Space shall deliver to Globalstar in the US, no later of the 15th day following receipt of the invoice, the amount in US dollars indicated in the invoice (the "Projected Payment"). Upon receipt of such funds, Globalstar shall, and shall cause the Operating Subsidiary to, (a) promptly use such funds to settle the relevant Monthly Tax Installments that are due for such month, in accordance with all applicable laws, rules and regulations, including the terms and conditions of the relevant tax amnesty or financing program or agreement; and (b) provide Loral Space with evidence of settlement of all and any Monthly Tax Installments. Globalstar shall, in the invoice issued to Loral Space for the next Monthly Tax Installment Payment, disclose the exchange rate (the "Actual Exchange Rate") in effect on the day of the actual payment (the "Actual Payment") by Globalstar or the Operating Subsidiary of the relevant Monthly Tax Installment Payment, and, if the Actual Exchange Rate differs from the Projected Exchange Rate, such invoice shall provide for a true-up adjustment between the parties (i.e., the amount of Monthly Tax Installment Payment due to be paid by Loral Space to Globalstar in US dollars shall be adjusted (increased or decreased, as the case may be) by the amount in US dollars by which the previous month's Actual Payment differed from the Projected Payment). The parties agree and acknowledge that (x) Loral Space may withhold payment with respect to any invoice issued by Globalstar until Globalstar provides Loral Space with proof of payment of all previously issued invoices for Monthly Tax Installment Payments for which Loral Space has delivered funds to Globalstar (such proof of payment shall consist of either receipts issued by the relevant taxing authority or tax collection documents stamped paid by the relevant bank); (y) Loral Space shall not be liable in any way to Buyer, Globalstar or the Subsidiaries as a result of any such withholding; and (z) Globalstar and the Operating Subsidiary shall be liable and

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responsible for the timely settlement of any and all Monthly Tax Installment Payments in connection with which Loral Space withholds delivery of funds to Globalstar in accordance with this Agreement.

(iii) Prior to Closing, and subject to Loral Space's approval, the Operating Subsidiary shall join or enter into any available tax amnesty or financing programs or agreements for all or a portion of the Non-Financed Tax Liabilities. After Closing, at the request of Loral Space, the Operating Subsidiary shall, and Buyer and Globalstar shall cause the Operating Subsidiary to, timely and properly join or enter into any such tax amnesty or financing programs or agreements for all or a portion of the Non-Financed Tax Liabilities. Any Non-Financed Tax Liability for which the Operating Subsidiary successfully secures a financing pursuant to this Section 12(f)(iii) either prior to or after Closing shall automatically become a Financed Tax Liability for purposes of this Agreement. Notwithstanding the foregoing, no such tax amnesty or financing program or agreement may be entered into by Loral Space or the Operating Subsidiary without Globalstar's consent unless such program or agreement could not reasonably be expected to materially adversely affect the Assets or the operation of the Business following the Closing.

(iv) After the Closing, (a) at the request of Loral Space, the Operating Subsidiary shall, and Buyer and Globalstar shall cause the Operating Subsidiary to, promptly settle in full any given Loral Tax Liability, in which case Globalstar shall issue an invoice for an equivalent amount to Loral Space and Loral Space shall deliver funds to Globalstar in the US in accordance with the provisions of Section 12(f)(ii) above; and (b) except as otherwise set forth in this Section 12(f), under no circumstance whatsoever shall the Operating Subsidiary settle, pay or otherwise compromise or negotiate any Loral Tax Liability without prior written approval of Loral Space, unless Globalstar has reason to believe that nonpayment of such Loral Tax Liability will imminently materially adversely affect the Assets or the operation of the Business, in which case Globalstar shall use all reasonable efforts to promptly notify Loral Space of the situation but shall be authorized to settle such Loral Tax Liability to the minimum extent necessary to avoid a material adverse effect on the Assets or the operation of the Business.

(v) Without prejudice to the foregoing, and notwithstanding anything to the contrary contained in this Agreement or otherwise, Globalstar and Buyer agree that Loral Space shall at all times both prior to and after Closing have the authority to defend, compromise and negotiate the Loral Tax Liabilities, so long as any defense, compromise or settlement could not reasonably be expected to materially adversely affect the Assets or the operation of the Business following the Closing. In this regard, after Closing, the Operating Subsidiary shall, and Buyer and Globalstar shall cause the Operating Subsidiary to, (x) provide Loral Space and its advisors with all and any data, documents (including powers of attorney, as the case may be) and reasonable assistance required for Loral Space to lead any defenses, compromises or negotiations related to the Loral Tax Liabilities; (y) fully abide by Loral Space instructions in connection with the Loral Tax Liabilities; and (z) except in connection with the actions mentioned in this Section 12(f) or as specifically otherwise noted herein, take no actions before tax authorities or otherwise in connection with the Loral Tax Liabilities without express prior written consent of Loral Space; provided, however, that the taking of the actions set forth in clauses (x) and (y) above or the failure to take action set forth in clause (z) above would not, in each case, constitute a violation

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of law by the Operating Subsidiary or reasonably be expected to materially adversely affect the Assets or the operation of the Business following the Closing.

(vi) Without prejudice to the foregoing, and notwithstanding anything to the contrary contained in this Agreement or otherwise, Globalstar and Buyer agree that, after the Closing, the Subsidiaries shall timely prepare and file, or cause to be timely prepared and filed, (x) all tax returns required to be filed by any of the Subsidiaries with respect to periods prior to Closing (including, without limitation, tax returns for the year ending December 31, 2007) and (y) if requested by Loral Space, amendments to previously filed tax returns for periods prior to Closing. Globalstar and Buyer shall, or shall cause the Subsidiaries to, deliver to Loral Space drafts of such returns at least thirty (30) days prior to the due date of such returns (or, in the case of amendments to previously filed returns, thirty (30) days after receipt of the request from Loral Space). In connection with preparation and filing of any tax returns hereunder, each of the Subsidiaries shall, and Globalstar and Buyer shall cause each such Subsidiary to, fully abide by Loral Space instructions, provided, however that abiding by such instructions would not constitute a violation of law by such Subsidiary or reasonably be expected to materially adversely affect the Assets or the operation of the Business following the Closing.

(g) Other Liabilities. Notwithstanding anything in this Agreement to the contrary, Globalstar and Buyer agree that Loral Space shall at all times both prior to and after Closing have full and exclusive authority to defend, compromise and negotiate all and any liability, obligation or indebtedness of the Subsidiaries for which Loral Space is responsible under this Agreement (including the Loral Liabilities, but not including any third party claim covered by Section 12(d) which shall be governed by the procedures set forth in Section 12(d)), so long as any defense, compromise or settlement could not reasonably be expected to materially adversely affect the Assets or the operation of the Business following the Closing. In this regard, after Closing, the Subsidiaries shall, and Buyer and Globalstar shall cause the Subsidiaries to, (x) provide Loral Space and its advisors with all and any data, documents (including powers of attorney, as the case may be) and reasonable assistance required for Loral Space to lead any defenses, compromises or negotiations related to any such liability, obligation or indebtedness; (y) fully abide by Loral Space instructions in connection with any such liability, obligation or indebtedness; and (z) except in connection with the actions mentioned in this Section 12(g), take no actions before relevant creditors or otherwise in connection with any such liability, obligation or indebtedness without express prior written consent of Loral Space; provided, however, that the taking of the actions set forth in clauses (x) and (y) above or the failure to take action set forth in clause (z) above would not, in each case, constitute a violation of law by the Operating Subsidiary or reasonably be expected to materially adversely affect the Assets or the operation of the Business following the Closing.

(h) Compensation for Cooperation. In consideration of Buyer, Globalstar and the Subsidiaries providing to Loral Space the assistance and cooperation contemplated by Sections 12(f) and 12(g), Loral Space shall provide the following compensation to Globalstar: (x) the first 150 hours per year of such assistance and cooperation provided by personnel of Buyer, Globalstar and the Subsidiaries shall be provided at no charge to Loral Space; (y) for assistance and cooperation provided by personnel of Buyer, Globalstar and the Subsidiaries above 150 hours per year, Loral Space shall pay to Globalstar (or as directed by Globalstar) US\$75 per hour; and (z) Loral Space shall, upon presentation of appropriate documentation and

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proof, reimburse Globalstar for all reasonable out-of-pocket expenses incurred by personnel of Buyer, Globalstar and the Subsidiaries directly in providing the assistance and cooperation contemplated in Sections 12(f) and 12(g). Globalstar shall provide to Loral Space, within a reasonable time not to exceed 30 days after the end of each calendar month, a monthly status report and accounting, with appropriate documentation and proof, detailing the number of hours actually spent by Buyer, Globalstar or Subsidiary personnel in providing the assistance and cooperation contemplated in Sections 12(f) and 12(g), including, the names of the personnel providing such assistance, the number of hours spent and a description of the assistance or cooperation provided. For avoidance of doubt, the assistance and cooperation referred to in this Section 12(h) includes, without limitation, all time spent by personnel of Buyer, Globalstar and the Subsidiaries in connection with the invoicing and settlement of Financed Tax Liabilities set forth in Section 12(f)(ii), and all time spent by personnel of Buyer, Globalstar or the Operating Subsidiary in connection with their obligations under Section 7(l).

(i) Audit Rights. After Closing, the Subsidiaries shall, and Buyer and Globalstar shall cause the Subsidiaries to, (i) use best efforts to keep current, complete and accurate records regarding the Loral Liabilities, the Loral Tax Liabilities and matters relating to the CISA Tax Reimbursements and CISA Separate Account, and, (ii) upon notice from Loral Space, provide Loral Space with reports on the status of the Loral Liabilities, Loral Tax Liabilities and matters relating to the CISA Tax Reimbursements and CISA Separate Account as reasonably requested by Loral Space, and (iii) allow Loral Space and/or any advisors or representatives of Loral Space to have access to the Subsidiaries' books, documents and any other pertinent records for the purpose of inspecting and/or auditing such books, documents and records in order to verify Globalstar's and the Subsidiaries' full compliance with the terms and conditions of this Agreement in regard to Loral Liabilities, Loral Tax Liabilities and matters relating to the CISA Tax Reimbursements and CISA Separate

Account. Such inspections and/or audits shall be conducted upon reasonable prior notice, at Loral Space's expense and in such a manner so as not to unreasonably interfere with the Subsidiaries normal activities or operations.

(j) Effect of Investigation. Any claim for indemnification shall not be invalid as a result of any investigation by or opportunity to investigate afforded to a party.

(k) Exclusive Remedy After Closing. Except in the case of fraud, all claims after the Closing for breaches of any representations or warranties in this Agreement or any breach of covenant or other provision of this Agreement (other than a claim for specific performance or injunctive relief), or with respect to which indemnification rights are vested in any party pursuant to Section 12(a), 12(b) or 12(c) (as applicable), shall be made exclusively under and in accordance with this Section 12.

(l) By Loral Space for MBBras. Subject to the terms and conditions of this Agreement, Loral Space agrees to indemnify, defend and hold harmless MBBras and its successors and assigns and their respective officers, directors, employees, agents, owners and managers from and against all Damages based upon, arising out of or otherwise in respect of the matter designated under the caption Tax Litigation (#9) on Section 3(r) of the Seller Disclosure Schedule. The indemnity provided by Loral Space under this Section 12(l) shall be governed by the procedures set forth in Section 12(d).

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13. Notices. All communications provided for hereunder shall be in writing and shall be deemed to be given when delivered (i) in person, (ii) sent by facsimile, (iii) sent by electronic mail given and received in the ordinary course of business; (iv) sent by standard overnight or express delivery courier with delivery confirmed; or (v) deposited in the United States Mail, registered or certified, return receipt requested, with postage prepaid; in each case addressed as follows:

(a) If to any Seller, LGP, DASA, MBBras, Loral Space and/or any Subsidiary (prior to Closing), addressed to:

Loral Space & Communications Inc.
600 Third Avenue
New York, NY 10016
Attention: Avi Katz
Facsimile No.: 212-338-5320
Email: avi.katz@hq.loral.com

and

Astrium GmbH Services
81663 Munchen
Germany
Attention: Vark Helfritz
Facsimile No.: 0049-89-607-34220
Email: vark.helfritz@astrium.eads.net

and

Mercedes-Benz do Brasil
H-HR, Legal and Institutional Affairs
CIP: B 020 5 A
Attention: Jackson Schneider
Facsimile No.: 55 (11) 4173-7260
Email: jackson.schneider@daimler.com

With a copy to:

Amaral Gurgel, Fischer & Forster Advogados
Rua Leopoldo Couto de Magalhaes Junior, 110
Sao Paulo-SP-CEP 04542-000
Attention: Georges Charles Fischer
Facsimile No.: 55(11) 3457-5060
Email: mail1@fischerforster.com.br

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(b) If to Buyer, Globalstar and/or any Subsidiary (after the Closing), addressed to:

Globalstar, Inc.
461 South Milpitas Boulevard
Milpitas, CA 95035
Attention: Richard S. Roberts
Email: rick.roberts@globalstar.com

With copies to:

Taft Stettinius & Hollister LLP
425 Walnut Street, Suite 1800
Cincinnati, Ohio 45202
Attention: James M. Zimmerman
Facsimile No.: 513-381-0205
Email: zimmerman@taftlaw.com

Trench, Rossi e Watanabe (associated with Baker & McKenzie)
Av. Rio Branco, No. 1, 19th floor
Rio de Janeiro, State of Rio de Janeiro, 20090-003
Attention: Joaquim de Paiva Muniz
FacsimileNo.: 55 21 2206-4921
E-mail: Joaquim.P.Muniz@bakernet.com

or at such other addresses as the parties may from time to time designate by notice as provided herein.

14. Severability. If any term or provision of this Agreement is to any extent unenforceable or invalid, such term or provision shall be ineffective to the extent of such unenforceability or invalidity without invalidating or rendering unenforceable any other term or provision of this Agreement.

15. Assignment. No party hereto shall assign this Agreement or any part hereof without the prior written consent of the other party, and the original parties hereto shall remain fully responsible for their respective obligations incurred hereunder; provided, however, that Buyer may assign its rights, but not its obligations, under this Agreement to any other wholly-owned direct or indirect subsidiary of Globalstar and Loral Space may assign its rights, but not its obligations, under this Agreement to any other wholly-owned direct or indirect subsidiary of Loral Space. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties hereof and their respective successors, assigns, heirs and legal representatives.

16. Waivers. Any waiver by any party of any breach of or failure to comply with any provision of this Agreement by any other party shall be in writing and shall not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other breach of, or failure to comply with any other provision of this Agreement.

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17. Entire Agreement; Modifications. This Agreement, including the exhibits and schedules referred to herein, which are a part hereof, together with the other Transaction Documents, contain the entire understanding of the parties hereto and supersede all prior and contemporaneous negotiations, statements and agreements with respect to the subject matter contained herein. This Agreement may be modified or terminated only by written instrument executed by all the parties.

18. Governing Law; Consent to Jurisdiction. This Agreement shall be construed and enforced in accordance with the laws of the State of New York (without regard to conflicts of laws principles). Any proceeding arising out of or relating to this Agreement shall be brought in the state or federal courts located in New York County, New York, and each of the parties hereto irrevocably submits to the exclusive jurisdiction of each such court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of such proceeding shall be heard and determined only in any such court and agrees not to bring any claim or proceeding arising out of or relating to this Agreement in any other court. The parties hereto agree that any of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and bargained agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any such proceeding referred to in the second sentence of this section may be served on any party anywhere in the world. If any of Buyer, Globalstar or, after Closing, the Subsidiaries (the "Globalstar Parties"), on the one hand, or Loral Space, Sellers, Quota Sellers or, before Closing, the Subsidiaries (the "Loral Parties"), on the other hand, files a claim or proceeding in a jurisdiction other than the exclusive jurisdiction selected by this Section 18, then the Globalstar Parties or Loral Parties filing such claim or proceeding, as the case may be, shall be liable for immediate payment of US\$1,000,000 in the aggregate to the Loral Parties or the Globalstar Parties, as the case may be, against whom the claim or proceeding was filed as liquidated damages for such breach of this Section 18. This Section shall not apply to the enforcement of an arbitrator's award pursuant to Section 19(g) hereof.

19. Application of Arbitration upon the Occurrence of Certain Events. Notwithstanding anything to the contrary in this Agreement, if any claim or proceeding arising out of or relating to this Agreement is brought, or is attempted to be brought, in a jurisdiction other than the jurisdiction set forth in Section 18, then (and only then) the following arbitration provisions shall become immediately effective and shall replace Section 18 in its entirety:

(a) Any and all disputes between the parties arising out of or relating to this Agreement or the Transaction Documents (a "Dispute") shall be resolved through the use of binding arbitration using one arbitrator, selected in accordance with the Commercial Arbitration Rules of the AAA, as supplemented to the extent necessary to determine any procedural appeal questions by the Federal Arbitration Act (Title 9 of the United States Code). If there is any inconsistency between this Section 19 and the Commercial Arbitration Rules or the Federal Arbitration Act, the terms of this Section 19 shall control the rights and obligations of the parties. If there is more than one Dispute that involves the same facts and parties as the facts and parties with respect to which an arbitration has been initiated pursuant to this Agreement, such Disputes shall be consolidated into the first arbitration initiated pursuant to this Agreement. No other arbitration shall be consolidated with any arbitration initiated pursuant to this Agreement without the agreement of the parties or parties thereto.

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(b) Arbitration may be initiated by any party ("Claimant") serving written notice on the other applicable party ("Respondent") that Claimant elects to refer the Dispute to binding arbitration (whereafter such Dispute shall be an "Arbitrable Dispute").

(c) Claimant's notice initiating binding arbitration must describe in reasonable detail the nature of the Arbitrable Dispute and the facts and circumstances relating thereto and identify a list of three arbitrators Claimant has suggested. Respondent shall respond to Claimant within 60 days after receipt of Claimant's notice, identifying the three arbitrators Respondent has suggested. If Respondent fails for any reason to suggest an arbitrator within the 60 day period, the arbitrator for shall be selected by Claimant. If the parties are unable to agree on an arbitrator within 90 days from initiation of arbitration,

then the arbitrator shall be selected by the AAA office in New York, New York, with due regard for the selection criteria set forth below and input from the parties and other arbitrators.

(d) The AAA shall select the arbitrator not later than 120 days from initiation of arbitration. If the AAA should fail to select the arbitrator within 120 days from initiation of arbitration, then either party may petition the Chief United States District Judge in New York County, New York to select the arbitrator. Due regard shall be given to the selection criteria set forth below and input from the parties and other arbitrators.

(e) Subject to the arbitrator's award of costs to the prevailing party, Claimant and Respondent shall each pay one-half of the compensation and expenses of the arbitrator. All arbitrators must be neutral parties who have never been officers, directors or employees of, or otherwise affiliated in any material respect within the preceding five years with, the parties or any of their affiliates. The arbitrator must have not less than seven years experience as an attorney or accountant handling complex business transactions and have formal training in dispute resolution.

(f) The hearing shall be conducted in New York, New York and shall commence within 60 days after the selection of the third arbitrator. The parties and the arbitrator should proceed diligently and in good faith in order that the award may be made as promptly as possible. The arbitrator shall determine the Arbitrable Disputes of the parties and render a final award in accordance with the choice of law set forth in this Agreement. The arbitrator shall render his or her decision within 60 days following completion of the hearing. The arbitrator's decision shall be in writing and set forth the reasons for the award and shall include an award of costs to the prevailing party (or an allocation of such costs between the parties based upon the extent to which each prevails), including reasonable attorneys' fees and disbursements and the fees and expenses of the arbitrator. All statutes of limitations and defenses based upon passage of time applicable to any Arbitrable Dispute (including any counterclaim or setoff) shall be interrupted by the filing of the arbitration and suspended while the arbitration is pending. The terms of this Section 19 shall neither create nor limit any obligations of a party hereunder to defend, indemnify or hold harmless another party against claims or losses. In order to prevent irreparable harm, the arbitrator shall have the power to grant temporary or permanent injunctive or other equitable relief.

(g) Except as provided in the Federal Arbitration Act, the decision of the arbitrator shall be binding on and non-appealable by the parties. Each party agrees that any

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arbitration award against it may be enforced in any court of competent jurisdiction and that any party may authorize any such court to enter judgment on the arbitrator's decisions.

(h) Nothing in this Section 19 shall limit the right of any party to seek injunctive or other equitable relief from any court of competent jurisdiction pursuant to Section 23 hereof.

20. Termination. This Agreement may be terminated at any time prior to the Closing:

(a) by mutual written consent of Globalstar and Loral Space;

(b) by either Globalstar or Loral Space:

(i) if the Closing shall not have occurred on or before June 30, 2008 (the "Termination Date"); provided, however, that the right to terminate this Agreement pursuant to this Section 20(b)(i) shall not be available to any party whose failure to perform any of its obligations under this Agreement or any other Transaction Document results in the failure of the Closing to have occurred by such time;

(ii) if any Restraint shall be in effect and shall have become final and nonappealable; provided that the party seeking to terminate this Agreement pursuant to this Section 20(b)(ii) shall have used its reasonable best efforts to prevent the entry of and to remove such Restraint; or

(iii) if any condition to the obligation of a party set forth in Section 8 (in the case of Loral Space) or in Section 9 (in the case of Globalstar) becomes incapable of satisfaction prior to the Termination Date; provided, however, that the failure of any such condition to be capable of satisfaction is not the result of a material breach of this Agreement by the party seeking to terminate this Agreement.

(c) by Loral Space, if either Globalstar or Buyer shall have breached or failed to perform in any material respect any of its representations, warranties, covenants or other agreements contained in this Agreement, which breach or failure to perform (A) would give rise to the failure of a condition set forth in Section 9, and (B) is incapable of being cured by Globalstar or Buyer or is not cured within 20 days following receipt of written notice from Seller of such breach or failure to perform; or

(d) by Globalstar, if the Subsidiaries, Sellers or Loral Space shall have breached or failed to perform in any material respect any of their representations, warranties, covenants or other agreements contained in this Agreement, which breach or failure to perform (A) would give rise to the failure of a condition set forth in Section 8, and (B) is incapable of being cured by the Subsidiaries, Sellers or Loral Space or is not cured within 20 days following receipt of written notice from Globalstar of such breach or failure to perform.

21. Satellite Service Fees. Notwithstanding anything in this Agreement to the contrary, Globalstar agrees and acknowledges that if any of Buyer or Globalstar, as applicable, fails to (i) file the Form S-4 by the date that is 30 days after the date of this Agreement or (ii) satisfy the condition to Closing set forth in Section 9(c) by the date that is 90 days after the date

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of this Agreement, then, from such date until Buyer and/or Globalstar, as the case may be, cures such failure (or until this Agreement is terminated), LDG shall receive a 50% discount on the service fees accruing during such time under the Satellite Services Agreement (such 50% discount to be applied after giving effect to all other discounts, rebates or deductions to which LDG is otherwise then entitled under the Satellite Services Agreement), which agreement shall otherwise remain in full force and effect; provided, however, that the foregoing shall not apply to the extent Buyer or Globalstar's failure to meet the time periods set forth in clauses (i) or (ii) above are caused by any breach of this Agreement by Loral Space, any Seller, any Quota Seller or any Subsidiary.

22. Expenses. All expenses incurred by or on behalf of the parties in connection with this Agreement shall be borne solely by the party which shall have incurred same, except that Globalstar, on the one hand, and Loral Space, on the other hand, shall share equally the costs of all filing fees owed to governmental authorities in connection with all regulatory filings required in connection with the transactions contemplated by this Agreement, up to a cap of US\$100,000, after which Globalstar will be solely responsible for such costs.

23. Enforcement. The parties agree that irreparable damage would occur and that the parties would not have any adequate remedy at law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Accordingly, it is agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, this being in addition to any other remedy to which they are entitled at law or in equity.

24. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature page follows]

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

BUYER:

GSSI, LLC

By: /s/ Fuad Ahmad

Name: Fuad Ahmad

Its: Treasurer

GLOBALSTAR:

GLOBALSTAR, INC.

By: /s/ Fuad Ahmad

Name: Fuad Ahmad

Its: Vice President and Chief Financial Officer

SUBSIDIARIES:

LORAL/DASA GLOBALSTAR, L.P.

By: Loral Holdings LLC, its general partner

By: Loral Space & Communications Holdings Corporation,
its sole member

By: /s/ Avi Katz

Name: Avi Katz

Its: Vice President and Secretary

GLOBALSTAR DO BRASIL, S.A.

By: /s/ Fernando Carlos Ceylão Filho

Name: Fernando Carlos Ceylão Filho

Its: President

By: /s/ Andrea de Miranda Camara

Name: Andrea de Miranda Camara

Its: Director of Finance

LORAL/DASA DO BRASIL HOLDINGS LTDA.

By: /s/ Fernando Carlos Ceylão Filho

Name: Fernando Carlos Ceylão Filho

Its: Authorized Signatory

SELLERS:

LORAL HOLDINGS LLC

By: Loral Space & Communications Holdings Corporation,

its sole member

By: /s/ Avi Katz

Name: Avi Katz

Its: Vice President and Secretary

GLOBAL DASA LLC

By: /s/ Heinz Herrmann

Name: Heinz Herrmann

Its: Manager and President

QUOTA SELLERS:

LGP (BERMUDA) LTD.

By: /s/ Avi Katz

Name: Avi Katz

Its: Vice President and Assistant Secretary

MERCEDES-BENZ DO BRASIL LTDA.

(f/k/a DAIMLERCHRYSLER DO BRASIL LTDA.)

By: /s/ Gero Herrmann

Name: Gero Herrmann

Its: Chief Executive Officer

By: /s/ Gerd Hartleb

Name: Gerd Hartleb

Its: Chief Financial Officer

LORAL SPACE:

LORAL SPACE & COMMUNICATIONS INC.

By: /s/ Avi Katz

Name: Avi Katz

Its: Vice President, General Counsel and Secretary

[TAFT STETTINIUS & HOLLISTER LLP LETTERHEAD]

January 29, 2008

Globalstar, Inc.
461 South Milpitas Blvd.
Milpitas, California 95035

Ladies and Gentlemen:

We have acted as counsel for Globalstar, Inc., a Delaware corporation (the "Company"), in connection with the Registration Statement on Form S-4 (the "Registration Statement") filed by the Company with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933 with respect to the sale of up to \$6,500,000 of shares of the Company's common stock, par value \$0.0001 per share (the "Shares").

It is our opinion that the registration of the sale of the Shares pursuant to the Registration Statement and the issuance of such Shares by the Company have been duly authorized by all necessary corporate action by the Company. When issued and sold as contemplated by the Registration Statement, the Shares will be validly issued, fully paid and non-assessable.

We hereby consent to the filing of this opinion letter as Exhibit 5.1 to the Registration Statement and to the reference to our firm under the caption "Legal Matters" in the Prospectus contained therein.

Very truly yours,

/s/ Taft Stettinius & Hollister LLP
Taft Stettinius & Hollister LLP

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference, in this Registration Statement on Form S-4 and in the related prospectus, of our report dated March 29, 2007 on the consolidated financial statements of Globalstar, Inc., as of and for the years ended December 31, 2006 and 2005, which report is included in Form 10-K for Globalstar, Inc. for the year ended December 31, 2006, and to the reference to our Firm under the caption "Experts" in the prospectus.

/s/ Crowe Chizek and Company LLP
Crowe Chizek and Company LLP

Oak Brook, Illinois
January 28, 2008

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement on Form S-4 of our report dated April 13, 2005 (except for Note 11 as to which the date is May 12, 2006 and the first paragraph of Note 16 as to which the date is October 25, 2006), relating to the consolidated statements of operation, comprehensive income (loss), ownership equity (deficit) and cash flows of Globalstar, Inc. and subsidiaries for the year then ended December 31, 2004, which appears on page 73 of the Company's annual report on Form 10-K for the year ended December 31, 2006, and to the reference to our Firm under the caption "Experts" in the prospectus.

/s/ GHP Horwath, P.C.

GHP Horwath, P.C.

Denver, Colorado
January 28, 2008
