

214874

2010 JUL 30 AM 9:20

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

CSC 50  
DRAW DOWN

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME  
Harbinger Capital Partners Master Fund I, Ltd.

OR  
1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
450 Park Avenue, 30th Floor, Attn: General Counsel New York NY 10022 USA

ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION Exempted company 1f. JURISDICTION OF ORGANIZATION Cayman Islands

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR  
2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME  
UBS AG, Stamford Branch, as Collateral Agent

OR  
3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
677 Washington Boulevard, 6th Floor Stamford CT 06901 USA

4. This FINANCING STATEMENT covers the following collateral:

The collateral more fully described on Exhibit A attached hereto.

5. ALTERNATIVE DESIGNATION (if applicable):  LESSEE/LESSOR  CONSIGNEE/CONSIGNOR  BAILEE/BAILOR  SELLER/BUYER  AG LIEN  NON-UCC FILING

6.  This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum  7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (if applicable) (ADDITIONAL FEE)  All Debtors  Debtor 1  Debtor 2 (optional)

8. OPTIONAL FILER REFERENCE DATA

To be filed with the New York Department of State

463681-2-SAC

EXHIBIT A TO FINANCING STATEMENT

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DEBTOR	SECURED PARTY
Harbinger Capital Partners Master Fund I, Ltd.	UBS AG, Stamford Branch, as Collateral Agent

**Description of Collateral:**

All of the Debtor's right, title and interest in, to and under the following, in each case whether tangible or intangible, wherever located, whether now owned or existing or hereafter from time to time acquired or coming into existence (collectively, the "Collateral"):

- (i) the Pledged Securities and all Related Security in respect thereof and the Cayman Secured Property;
- (ii) the Collateral Debt Obligations and all Related Security in respect thereof;
- (iii) the African Medical Claims,
- (iv) the Collateral Account, all money, property or funds held therein, all securities entitlements with respect thereto, all financial assets and all investment property carried therein, all rights to renew or withdraw the same and all certificates and instruments, if any, from time to time representing or evidencing the Collateral Account;
- (v) all Underlying Instruments and all general intangibles from or in respect of any Underlying Instrument and any amounts received or to be received by the Debtor in connection with any Underlying Instrument;
- (vi) all Collections and any other interest, dividends, cash, distributions, instruments, securities, Equity Interests and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the then existing Collateral; and
- (vii) all proceeds of any and all of the Collateral, all accessions to, and substitutions and replacements for, any of the Collateral, and all offsprings, rents, profits and products of any of the Collateral, and, to the extent related to any Collateral, all books, correspondence, credit files, records, invoices and other papers (including all tapes, cards, computer runs and other papers and documents in the possession or under the control of the Debtor or any computer bureau or service company from time to time acting for the Debtor).

**As Used Herein:**

"Additional Collateral Debt Obligation" means any loan, note, bond, instrument, debt security or other debt obligation acquired by the Debtor in connection with a Disposition of any Collateral Debt Obligation or Pledged Equity Security.

"Additional Pledged Equity Security" means any Equity Interest acquired by the Debtor in connection with a Disposition of any Collateral Debt Obligation or Pledged Equity Security.

"African Medical Claims" means, with respect to the Pledged Equity Securities in African Medical Investments plc listed on Annex II below, any claims held by the Debtor against Wilmington Trust Company (or its nominee) in respect of such Pledged Equity Securities.

**"Cayman Equity Security"** means all of the limited partnership interests and any other Equity Interests in Harbinger Global Wireless owned by the Debtor, as reflected on the register of limited partnership interests of Harbinger Global Wireless, as of July 28, 2010.

**"Cayman Partnership Agreement"** means the Second Amended and Restated Exempted Limited Partnership Agreement of Harbinger Global Wireless, dated November 12, 2009, as the same may be amended or varied in accordance with its terms from time to time.

**"Cayman Secured Property"** means all of the Debtor's right, title and interest in and to the Cayman Equity Security and all rights of the Debtor in respect thereof under the Cayman Partnership Agreement, the Partnership Law or otherwise.

**"Collateral Account"** means any securities accounts or deposit accounts established pursuant to the Securities Account Control Agreement, dated as of July 28, 2010, among the Debtor, the Secured Party and Wilmington Trust Company, as Custodian, as amended from time to time, and any successor securities account or deposit account or accounts in or to which any Collateral is now or hereafter held or credited.

**"Collateral Debt Obligation"** means each loan, note, bond, instrument, debt security or other debt obligation identified on Annex I below, any Additional Collateral Debt Obligation and any Collateral Debt Obligation Non-Cash Payment.

**"Collateral Debt Obligation Cash Payments"** means, with respect to any Collateral Debt Obligation, (x) any cash payments with respect thereto that are attributable to principal in accordance with the Underlying Instruments of such Collateral Debt Obligation, plus (y) if such Collateral Debt Obligation is in default, any other cash payments, distributions, fees or proceeds of any type received in respect of such Collateral Debt Obligation.

**"Collateral Debt Obligation Non-Cash Payments"** means, with respect to any Collateral Debt Obligation that is in default, any non-cash payments, distributions, fees or proceeds or any replacement or restructured obligation of any type received in respect of such Collateral Debt Obligation.

**"Collections"** means all Collateral Debt Obligation Cash Payments, all Pledged Equity Security Cash Distributions and all cash proceeds received by the Debtor with respect to Dispositions of any Collateral.

**"Disposition"** means, with respect to any property or assets, any sale, lease, assignment, conveyance, transfer, grant of a participation in or other disposition thereof.

**"Equity Interests"** means shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership interests in a Person, and any warrants, options or other rights entitling the holder thereof to purchase or acquire any such equity interest.

**"Harbinger Global Wireless"** means HGW Holding Company, L.P., an exempted limited partnership formed and registered under the Partnership Law.

**"Obligor"** means, with respect to a Collateral Debt Obligation, the Person who is obligated to repay such Collateral Debt Obligation (including, if applicable, a guarantor thereof), and whose assets

were principally relied upon by the Debtor at the time such Collateral Debt Obligation was purchased by the Debtor as the source of repayment of such Collateral Debt Obligation.

**"Partnership Law"** means the Exempted Limited Partnership law (2007 Revision) of the Cayman Islands as from time to time amended.

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

**"Pledged Equity Security"** means each Equity Interest identified on Annex II below, the Cayman Equity Security, any Additional Pledged Equity Security and any Pledged Equity Security Non-Cash Distribution.

**"Pledged Equity Security Cash Distributions"** means, with respect to any Pledged Equity Security, any cash payments, distributions, fees, proceeds or obligations of any type received in respect of the replacement or restructuring of such Pledged Equity Security or any other extraordinary dividend or distribution thereon, including any dividends, payments or distributions made with the proceeds of any non-ordinary course asset sales by such Pledged Issuing Entity.

**"Pledged Equity Security Non-Cash Distributions"** means, with respect to any Pledged Equity Security, any non-cash payments, distributions, fees, proceeds or obligations of any type received in respect of the replacement or restructuring of such Pledged Equity Security or any other extraordinary dividend or distribution thereon.

**"Pledged Issuing Entity"** means each "Pledged Issuing Entity" identified on Annex II below, Harbinger Global Wireless and each issuer of each Additional Pledged Equity Security.

**"Pledged Securities"** means each Pledged Equity Security, together with (a) all certificates representing the same, (b) all shares, securities, moneys or other property representing a dividend on or a distribution or return of capital on or in respect of such Pledged Equity Security, or resulting from a split-up, revision, reclassification or other corresponding change of such Pledged Equity Security under the laws of the jurisdiction of organization of the applicable Pledged Issuing Entity or otherwise received in exchange or in respect therefor, and any warrants, rights or options issued to the holders of, or otherwise in respect of, such Pledged Equity Security and (c) all Equity Interests of any successor entity of any such merger or consolidation.

**"Related Security"** means with respect to any Collateral:

- (i) any and all security interests or liens and property subject thereto from time to time securing or purporting to secure payment of such Collateral;
- (ii) all guarantees, indemnities, warranties, letters of credit, insurance policies and proceeds and premium refunds thereof and other agreements or arrangements of whatever character from time to time supporting or securing payment of such Collateral, in each case, provided by, or on behalf of, the Obligor or the Pledged Issuing Entity, as applicable;
- (iii) all service contracts and other contracts and agreements associated with such Collateral provided by, or on behalf of, the Obligor or the Pledged Issuing Entity, as applicable; and
- (iv) all proceeds of the foregoing.

**"Underlying Instruments"** means, with respect to any Collateral Debt Obligation, all credit agreements, indentures, note purchase agreements, notes, security agreements, leases, financing statements, guaranties and other contracts, agreements, instruments and other papers evidencing, securing, guaranteeing or otherwise relating to such Collateral Debt Obligation, in each case as amended from time to time.

## Collateral Debt Obligations

Name of Obligor	Type of Asset and Maturity Date	Underlying Instrument	CUSIP	Face Amount
Le-Nature's, Inc.	9% Notes, due June 15, 2013	Indenture, dated as of June 23, 2003 between Le-Nature's, Inc., the note guarantors party thereto and Manufacturers and Traders Trust Company, as trustee, as amended or modified from time to time	521295AB1	\$ 107,450,000
TerreStar Networks Inc.	6.5% PIK Notes, due June 15, 2014	Indenture, dated as of February 7, 2008, among TerreStar Networks Inc, TerreStar Corporation, the other guarantors from time to time party thereto and U.S. Bank National Association, as trustee, as amended or modified from time to time	881452AF3	\$ 38,847,684
TerreStar Networks Inc.	14% Purchase Money CF, due February 5, 2013	Purchase Money Credit Agreement, dated as of February 5, 2008, among Terrestar Networks Inc., the guarantors party thereto, the lenders party thereto, and U.S. Bank National Association, as collateral agent, as amended or modified from time to time	N/A	\$ 14,724,553
Kelson Finance LLC	Second Lien Term Loan, due March, 8, 2014	Second Lien Credit and Guaranty Agreement, dated as of March 8, 2007 among Kelson Finance LLC, Kelson Energy Inc. and the other guarantors party thereto, Merrill Lynch Capital Corporation as administrative agent, Deutsche Bank Trust Company Americas, as collateral agent and the lenders party thereto, as amended or modified from time to time	N/A	\$ 15,783,861

**Pledged Equity Securities**

<b>Name of Pledged Issuing Entity</b>	<b>Jurisdiction of Pledged Issuing Entity</b>	<b>Equity Interests Pledged by Debtor</b>
Spectrum Brands Holdings, Inc.	Delaware	6,550,363 shares of common stock (uncertificated)
African Medical Investments plc	Isle of Man	86,501,000 shares of common stock
Ferrous Resources Limited	Isle of Man	155,607,589 shares of common stock
Spectrum Brands Holdings, Inc.	Delaware	6,336,645 shares of common stock (certificated)

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