

EXHIBIT A

INVESTMENT IN NEW GLOBALSTAR

BY

ICO GLOBAL COMMUNICATIONS (HOLDINGS) LIMITED

Summary Terms and Conditions

April 16, 2003

The following terms and conditions set forth the proposal of ICO Global Communications (Holdings) Limited to purchase the assets of Globalstar, L.P. and certain of its affiliates.

- Parties:** ICO Global Communications (Holdings) Limited, a Delaware corporation ("ICO"), and Globalstar, L.P., a Delaware limited partnership, together with certain of its affiliates (collectively referred to as "Globalstar").
- Structure of Transaction:** A newly formed entity ("New Globalstar") will acquire substantially all of Globalstar's assets (the "Assets"), free and clear of all liens, claims and encumbrances, other than liabilities to be assumed by New Globalstar as agreed by the Parties. Non-debtor subsidiaries will be transferred in stock transactions. Upon consummation of the transaction, New Globalstar's sole assets and liabilities will be those acquired from Globalstar, together with the cash invested by ICO.
- Investment into New Globalstar:** ICO will invest a total of \$55,000,000 in New Globalstar, funding of which will occur as follows. Immediately upon execution of definitive documentation with Globalstar, ICO will deposit the \$55,000,000 into a segregated ICO account. Up to \$35,000,000 will be transferred from such account to Globalstar at such times as are necessary to fund the New DIP Facility, as described in Annex A. Upon consummation of the transaction, the entire amount remaining in the segregated account at such time shall be transferred to New Globalstar.
- Consideration to Creditors:** 45% of the outstanding capital stock of New Globalstar will be issued to Globalstar in the form of Class A common stock. 55% of the capital stock of New Globalstar will be issued to ICO in the form of Class B common stock. The Class A common stock will be entitled to one vote per share. The Class B common stock will be entitled to 3.273 votes per share. The Class A common stock and Class B common stock will generally vote together on all matters as a single class. New Globalstar will register under the Securities Exchange Act of 1934 and list the Class A shares by April 29, 2004.
- Related Party Transactions:** Any transactions between New Globalstar, on the one hand, and ICO, Craig McCaw or any affiliate of ICO or Craig McCaw, on the other hand, including any proposed merger between New Globalstar and ICO, will be subject to the provisions of New Globalstar's charter and bylaws that will provide for appropriate protection of minority shareholders.
- Board Representation:** The holders of Class A common stock will be entitled to appoint two out of seven (or, if ICO elects to set the board size at nine, three out of nine) members to the New Globalstar board of directors (the "Class A Directors"), each of whom will qualify as independent. [Upon the occurrence of an IPO or change of control, the holders of the Class A common stock and Class B common stock shall vote together as a

single class to elect the Class A Directors.]

**Existing DIP Loan/
New DIP Facility:**

ICO will make a new DIP loan available to Globalstar in an amount of up to \$35,000,000 (the "New DIP Facility"), to be advanced incrementally on a monthly basis, subject to the conditions precedent set forth below. The initial draw under the New DIP Facility will be used to pay amounts due under the existing DIP loan.

Conditions Precedent:

Extension of the New DIP Facility and consummation of the transaction will occur as promptly as possible, subject to satisfaction of conditions precedent agreed to by the Parties, including but not limited to the following conditions:

Conditions precedent to the extension of the New DIP Facility:

- (1) negotiation, execution and delivery of the New DIP Facility documentation and the Purchase Agreement;
- (2) agreement as to an operating budget for Globalstar through consummation of the transaction;
- (3) Entry by the bankruptcy court of a final order, in form and substance reasonably acceptable to ICO, approving the New DIP Facility;
- (4) Entry by the bankruptcy court of an order, in form and substance reasonably acceptable to ICO, approving the sale of Globalstar's assets to New Globalstar pursuant to Section 363;
- (5) No more than \$15,000,000 may be advanced under the New DIP Facility until Globalstar has reached agreements with QUALCOMM, on terms reasonably satisfactory to ICO, as to the following:
 - (i) transfer by QUALCOMM to Globalstar or New Globalstar of all handset inventories and chipsets at no additional cost to Globalstar or New Globalstar for the handsets, and at reasonable pricing for the chipsets;
 - (ii) grant by QUALCOMM to one or more third parties right to manufacture user terminals and gateways using the applicable CDMA technology, at commercially reasonable royalty rates and to provide the necessary technical information to make the manufacture by such third parties feasible;
 - (iii) provision by QUALCOMM to New Globalstar of continued tier 3 support with respect to intellectual property and maintenance support for Globalstar's gateways for the benefit of New Globalstar and its service providers on commercially reasonable terms;
 - (iv) the modification of the Contract for OmniTRACS-Like Services, dated March 23, 1994, between QUALCOMM and Globalstar, to provide for market-based pricing and to eliminate exclusivity;
 - (v) the upgrading of gateway software to current version for each of the gateways, including gateways in storage, on commercially reasonable terms;
 - (vi) confirmation that New Globalstar has a perpetual, royalty free, irrevocable right to use and modify all intellectual property rights associated with that portion of the Borrower's satellite system and ground network provided by QUALCOMM; and

(vii) agreement by QUALCOMM to incorporate all new applicable features and improvements to QUALCOMM's core CDMA technology into new generation of chipsets for use with Globalstar's satellite system, or to permit one or more third parties to manufacture and incorporate such features and improvements into new generations of chipsets for use with Globalstar's satellite system, and to provide necessary support and know-how to such third parties, all on commercially reasonable terms.

Consummation of the Section 363 sale transaction will be subject to:

- (1) absence of any material adverse change in the assets or operations of Globalstar's business from March 21, 2003 through the consummation of the transaction;
- (2) receipt of all Bankruptcy Court orders, in such form as mutually agreed by the Parties, necessary to consummate the transaction;
- (3) absence of any court-ordered stay of such closing in any pending litigation attempting to enjoin the transactions contemplated by the Purchase Agreement;
- (4) receipt of all regulatory approvals and authorizations necessary in connection with transfer of control of New Globalstar's assets to ICO;
- (5) resolution to the mutual satisfaction of the parties of any withholding obligations owed to the Internal Revenue Service or any other taxing authorities with respect to allocations of income and gain or distributions to Globalstar's partners in connection with any discharge of indebtedness in the Chapter 11 Cases or otherwise in connection with the transactions;
- (6) the absence of an Event of Default under the DIP Facility; and
- (7) the absence of an event of default, material breach or a repudiation of any of the QUALCOMM contracts referenced above

Funding of Globalstar Expenses:

New Globalstar will agree to fund Globalstar's expenses associated with the consummation or winding up of its bankruptcy proceedings in accordance with a budget to be mutually agreed by the parties

Termination:

Either party may terminate the Purchase Agreement if consummation of the transaction has not occurred on or before December 31, 2003.

No Shop/Breakup Fee:

None.

SUMMARY OF TERMS - NEW DIP FACILITY

Borrower: Globalstar, L P.

DIP Lender: ICO.

Purpose: For working capital purposes in accordance with an agreed upon budget.

Maturity Date: Earlier of (i) the consummation of the transaction and (ii) December 31, 2003

Timing: Globalstar will seek approval of the New DIP Facility on an expedited basis.

Amount: Not to exceed \$35,000,000.

Interest: Interest will accrue at 8% per annum. Interest will not be paid unless Globalstar has defaulted under the New DIP Facility, at which point accrued interest will be payable in cash. Interest will be waived upon conversion.

Commitment Fee: None.

Collateral/Super Priority: ICO will have a secured lien on all Assets in which a lien may be legally granted (other than the "Wind Down Funds," which will be mutually agreed by the parties), and will be senior in all respects (other than with respect to the "Wind Down Funds," as defined in the existing DIP Loan) to all existing and future claims against and interests in Globalstar.

Other Terms: The definitive documentation for the New DIP Facility will be consistent with the agreement previously supplied by ICO to Globalstar.