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 EXHIBIT 99.5  
  
 FORM OF   
AFFILIATE AGREEMENT  
  
 , 2001  
  
Motient Corporation  
00000 Xxxxxxxxx Xxxx.  
Xxxxxx, XX 00000-0000  
Attn: General Counsel  
  
 RE: AFFILIATE AGREEMENT  
  
Ladies and Gentlemen:  
  
 The undersigned has been advised that as of the date of this letter the  
undersigned may be deemed to be an "affiliate" of Rare Medium Group, Inc., a  
Delaware corporation (the "Company"), as the term "affiliate" is defined for  
purposes of paragraphs (c) and (d) of Rule 145 of the rules and regulations of  
the Securities and Exchange Commission (the "Commission") under the Securities  
Act of 1933, as amended (the "Act"). Pursuant to the terms of the Agreement and  
Plan of Merger, dated as of May 14, 2001 (the "Merger Agreement"), among Motient  
Corporation, a Delaware corporation ("Acquiror"), MR Acquisition Corp., a  
Delaware corporation and wholly-owned subsidiary of Acquiror ("Merger Sub"), and  
the Company, Merger Sub will be merged with and into Company (the "Merger") and  
Acquiror shall continue as the surviving corporation of the Merger (the  
"Surviving Corporation").  
  
 As a result of the Merger, the issued and outstanding shares of common  
stock of the Company, par value $0.01 per share ("Company Common Stock"), will  
be converted into the right to receive Series A Preferred Stock of the Surviving  
Corporation, par value $0.01 per share ("Surviving Corporation Preferred  
Stock"), as set forth in the Merger Agreement.  
  
 The undersigned represents, warrants and covenants to Acquiror that in the  
event that the undersigned receives any Surviving Corporation Preferred Stock as  
a result of the Merger:  
  
 1. The undersigned has full power to execute and deliver this letter  
 and to make the representations and warranties herein and to perform the  
 obligations hereunder.  
  
 2. The undersigned has carefully read this letter and the Merger  
 Agreement and has discussed the requirements of such documents and other  
 applicable limitations upon the undersigned's ability to sell, transfer or  
 otherwise dispose of the Surviving Corporation Preferred Stock, to the  
 extent the undersigned considered necessary, with counsel to the  
 undersigned or with counsel for the Company.  
  
 3. The undersigned will not make any sale, transfer or other  
 disposition of the Surviving Corporation Preferred Stock in violation of  
 the Act.  
  
 4. The undersigned has been advised that the issuance of Surviving  
 Corporation Preferred Stock to the undersigned pursuant to the Merger has  
 been or will be registered with the Commission under the Act on a  
 Registration Statement on Form S-4. However, the undersigned has also been  
 advised that, because the undersigned may be deemed to have been an  
 "affiliate" of the Company at the time the Merger was submitted for a vote  
 of the stockholders of the Company and the sale, transfer or other  
 disposition by the undersigned of the Surviving Corporation Preferred Stock  
 has not been registered under the Act, the undersigned may not sell,  
 transfer or otherwise dispose of the Surviving Corporation Preferred Stock  
 issued to the undersigned in the Merger unless (i) such sale, transfer or  
 other disposition has been registered under the Act, (ii) such sale,  
 transfer or other disposition is made in conformity with the volume and  
 other limitations of Rule 145 or, to the extent applicable, Rule 144  
 promulgated by the Commission under the Act, or (iii) in the opinion of  
 counsel reasonably acceptable to the Surviving Corporation, registration is  
 not required for such sale, transfer or other disposition under the Act.  
  
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 5. The undersigned understands that the Surviving Corporation is under  
 no obligation to register the sale, transfer or other disposition of the  
 Surviving Corporation Preferred Stock by, or on behalf of, the undersigned  
 under the Act or to take any other action necessary in order to make  
 compliance with an exemption from such registration available.  
  
 6. The undersigned also understands that stop transfer instructions  
 will be given to the Surviving Corporation's transfer agents with respect  
 to the Surviving Corporation Preferred Stock and that there will be placed  
 on the certificates for the Surviving Corporation Preferred Stock issued to  
 the undersigned, or any substitutions therefor, a legend stating in  
 substance:  
  
 "THE SECURITIES REPRESENTED BY THIS CERTIFICATE WERE ISSUED IN A  
 TRANSACTION TO WHICH RULE 000 XXXXXXXXXXX XXXXX XXX XXXXXX XXXXXX  
 SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), APPLIES. THE SECURITIES  
 MAY NOT BE SOLD, OFFERED FOR SALE OR OTHERWISE HYPOTHECATED OR  
 TRANSFERRED EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT FOR  
 THE SECURITIES UNDER THE ACT AND APPLICABLE UNITED STATES STATE  
 SECURITIES LAWS OR PURSUANT TO AN APPLICABLE EXEMPTION OR SAFE HARBOR  
 FROM REGISTRATION UNDER THE ACT AND SUCH STATE SECURITIES LAWS UPON  
 RECEIPT BY MOTIENT CORPORATION (THE "COMPANY") OF A WRITTEN OPINION OF  
 COUNSEL REASONABLY SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS  
 NOT REQUIRED."  
  
 7. The undersigned understands and agrees that the legend set forth in  
 paragraph 6 above shall be removed by delivery of substitute certificates  
 without such legend if the undersigned has delivered to the Surviving  
 Corporation a copy of a letter from the staff of the Commission, or an  
 opinion of counsel in form and substance reasonably satisfactory to the  
 Surviving Corporation, to the effect that such legend is not required for  
 purposes of the Act.  
  
 Execution of this letter shall not be considered an admission that the  
undersigned is an "affiliate" of the Company as described in the first paragraph  
of this letter, or as a waiver of any rights the undersigned may have to object  
to any claim that the undersigned is such an affiliate on or after the date of  
this letter.  
  
 Any notices or any other communications in connection herewith shall be in  
writing and shall be given to Acquiror at Acquiror's address on the first page  
of this letter and to the undersigned at the address set forth below the  
undersigned's name; or to such other address or person as Acquiror shall furnish  
to the undersigned in writing or that the undersigned shall furnish to Acquiror  
in writing in accordance with the provisions of this paragraph; and shall be  
deemed to have been duly received if so given (i) if delivered in person or by  
courier, upon actual receipt by the intended party, (ii) if sent by telecopy or  
facsimile transmission, when the answerback is received, or (iii) if sent by  
mail, upon five days after such notice or other communication is deposited in  
the mail.  
  
 This agreement shall be governed by the laws of the State of Delaware  
regardless of applicable principles of conflicts of laws. This agreement shall  
be binding upon the undersigned and Acquiror and their respective successors and  
assigns. This agreement is the complete agreement between the undersigned and  
Acquiror concerning the subject matter hereof. Nothing set forth herein,  
however, shall be construed to limit in any way any of the undersigned's other  
rights incident to ownership of Surviving Corporation Preferred Stock to be  
received by the undersigned pursuant to the terms of the Merger Agreement. In  
the event that any signature hereto is delivered by facsimile transmission, such  
signature shall create a valid and binding obligation of the executing party  
with the same force and effect as if such facsimile signature page were an  
original thereof.  
  
 The undersigned has carefully read this letter and understands the  
limitations imposed upon the sale, assignment or transfer of Surviving  
Corporation Preferred Stock contained herein and imposed by Rule 145 under the  
Act.  
  
 [THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]  
  
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 If you are in agreement with the foregoing, please sign the form of  
acceptance on the enclosed counterpart of this letter and return such  
counterpart to the undersigned at the address indicated above, at which time  
this letter shall become a binding agreement between you and the undersigned.  
 Very truly yours,  
  
 --------------------------------------  
 Signature  
 Name:  
 ---------------------------------  
 Date:  
  
 Address:  
  
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AGREED TO AND ACCEPTED as of  
 , 2001  
  
MOTIENT CORPORATION  
  
By:  
 -----------------------------------  
Name:  
 ---------------------------------  
Title:  
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