

Stratos Global Corporation
Opposition
WC Docket No. 07-73
DA 07-2257
Filed July 9, 2007

ATTACHMENT C

07-46964

ONTARIO
SUPERIOR COURT OF JUSTICE -
COMMERCIAL LIST

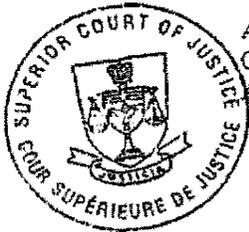
THE HONOURABLE
MR. JUSTICE SIEGEL

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TUESDAY, THE 19TH DAY
OF JUNE, 2007

IN THE MATTER OF SECTION 192 OF THE *CANADA BUSINESS
CORPORATIONS ACT*, R.S.C. 1985, CHAP. C-44, AS AMENDED

AND IN THE MATTER OF AN APPLICATION BY STRATOS
GLOBAL CORPORATION RELATING TO A PROPOSED
ARRANGEMENT INVOLVING STRATOS GLOBAL CORPORATION



FINAL ORDER

THIS APPLICATION, made by the Applicant Stratos Global Corporation ("Stratos"), for a final order of the court to approve an arrangement (the "Arrangement") under section 192 of the *Canada Business Corporations Act*, R.S.C. 1985, Chap. C-44, as amended (the "CBCA"), was heard this day at 330 University Avenue, Toronto, Ontario.

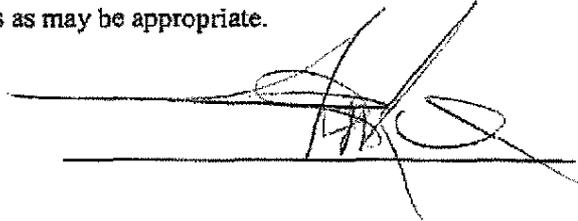
ON READING the Notice of Application issued April 27, 2007, the Notice of Motion dated April 30, 2007, the Affidavit of Alfred C. Giammarino sworn on April 30, 2007 and the exhibits thereto, and the Supplementary Affidavit of Alfred C. Giammarino sworn on June 13, 2007 and the exhibits thereto, and on being advised of an Arrangement Agreement among Stratos, CIP Canada Investments Inc. ("CIP Acquireco") and CIP U.K. Holdings Limited ("CIP Limited") dated as of March 19, 2007, as amended,

AND ON HEARING the submissions of counsel for Stratos, no one appearing for the Director appointed pursuant to section 260 of the CBCA although served with notice of this Application, and in the presence of counsel for CIP Acquireco and CIP Limited,

1. THIS COURT ORDERS that the Arrangement involving Stratos, CIP Acquireco and CIP Limited is an arrangement within the meaning of section 192 of the CBCA.

2. THIS COURT ORDERS that the Arrangement as proposed by Stratos and attached as Schedule "A" to this Order is fair and reasonable to the parties affected and is hereby approved by this Court pursuant to section 192 of the CBCA.

3. THIS COURT ORDERS that Stratos shall be entitled to seek leave to vary this Order, to seek the advice and direction of this Court as to the implementation of this Order, or to apply for such further order or orders as may be appropriate.

A handwritten signature in black ink, appearing to be 'M. Kane', is written over a horizontal line. The signature is stylized and somewhat cursive.

M. KANE
DEPUTY REGISTRAR, SUPERIOR COURT OF JUSTICE
GREFFIER ADJOINT, COUR SUPÉRIEURE DE JUSTICE

ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO.:

JUN 19 2007

PER/PAR: 

SCHEDULE "A"

**PLAN OF ARRANGEMENT UNDER SECTION 192
OF THE CANADA BUSINESS CORPORATIONS ACT (ONTARIO)**

**ARTICLE I
DEFINITIONS AND INTERPRETATION**

Section 1.1 Definitions

In this Plan of Arrangement, unless there is something in the subject matter or context inconsistent therewith, the following words and terms shall have the meanings hereinafter set forth:

"Arrangement" means the arrangement under section 192 of the CBCA on the terms and subject to the conditions set out in this Plan of Arrangement, subject to any amendments or variations thereto made in accordance with the Arrangement Agreement and Section 6.1 hereof or made at the discretion of the Court in the Final Order (with the consent of Stratos and CIP, each acting reasonably);

"Arrangement Agreement" means the Arrangement Agreement providing for, among other things, this Plan of Arrangement between Stratos, CIP Acquireco and CIP Limited, dated as of March 19, 2007, as the same may be amended, supplemented and/or restated from time to time, in accordance with its terms;

"Arrangement Resolution" means the special resolution of the Shareholders of Stratos approving the Arrangement;

"Articles of Arrangement" means the articles of arrangement of Stratos in respect of the Arrangement that are required by the CBCA to be filed with the Director after the Final Order is made;

"Business Day" means any day, other than a Saturday, Sunday or any other day observed as a civic or statutory holiday in London, England or Toronto, Ontario, on which commercial banks are generally open for business in London, England and Toronto, Ontario;

"Cash Consideration" means \$7.00 in cash per Stratos Share, subject to increase as provided in Section 7.2(a)(iv) of the Arrangement Agreement or as otherwise agreed to by the parties thereto;

"CBCA" means the *Canada Business Corporations Act*, R.S.C.1985, c.C-44, as amended, as amended from time to time.;

"Certificate of Arrangement" means the certificate of arrangement giving effect to the Arrangement, issued pursuant to section 192(7) of the CBCA after the Articles of Arrangement have been filed;

"CIP" means CIP Limited and CIP Acquireco;

"CIP Acquireco" means CIP Canada Investment Inc., a corporation existing under the laws of the Province of New Brunswick, and includes its successors;

"CIP Limited" means CIP UK Holdings Limited, a corporation existing under the laws of England and Wales, and includes its successors;

"Circular" means the notice of the Stratos Meeting and accompanying management information circular, including the schedules attached thereto and all amendments from time to time made thereto, sent to Shareholders in connection with the Stratos Meeting;

"Court" means the Superior Court of Justice (Ontario);

"Depository" has the meaning set forth in the Arrangement Agreement;

"Director" means the Director appointed pursuant to section 260 of the CBCA;

"Dissent Rights" shall have the meaning ascribed thereto in Section 4.1;

"Dissenting Shareholder" means a registered holder of Stratos Shares who validly dissents in respect of the Special Resolution in strict compliance with the Dissent Rights, and who is ultimately entitled to be paid fair value for its Stratos Shares, but only in respect of the Stratos Shares in respect of which Dissent Rights are validly exercised by such registered holder;

"Effective Date" means the date of the Certificate of Arrangement;

"Effective Time" means 12:01 a.m. (Eastern Time) on the Effective Date;

"Final Order" means the final order of the Court approving the Arrangement, as such order may be amended by the Court (with the consent of CIP and Stratos, each acting reasonably) at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or amended (provided that any such amendment shall be acceptable to both CIP and Stratos, each acting reasonably) on appeal;

"Former Stratos Shareholders" means, at and following the Effective Time, the registered holders of Stratos Shares immediately prior to the Effective Time;

"Interim Order" means the interim order of the Court, as the same may be amended by the Court (with the consent of CIP and Stratos, each acting reasonably), pursuant to section 192(3) of the CBCA, made in connection with the Arrangement;

"Letter of Transmittal" means the letter of transmittal for use by Shareholders;

"Option Consideration" means the aggregate cash payable by Stratos pursuant to Section 3.2(b), if any;

"Person" includes any individual, partnership, association, limited or unlimited liability company, joint venture, body corporate, trustee, trust, executor, administrator, legal

representative, government (including any Governmental Entity) or any other entity, whether or not having legal status;

"Shareholders" means, at any time and unless the context otherwise requires, the registered holders of Stratos Shares at such time;

"Stratos" means Stratos Global Corporation, a corporation existing under the laws of Canada, and includes its successors;

"Stratos Meeting" means the special meeting, including any adjournments or postponements thereof, of the Shareholders to be called and held in accordance with the Interim Order, to consider and, if deemed advisable, to approve the Arrangement Resolution;

"Stratos Option Plan" means the amended and restated employee stock option plan of Stratos dated May 13, 2004;

"Stratos Options" means the outstanding options to purchase Stratos Shares issued pursuant to the Stratos Option Plan;

"Stratos Rights Plan" means the shareholder rights plan agreement, dated as of March 24, 2005, between Stratos and Computershare Trust Company of Canada.

"Stratos Shares" means the common shares in the capital of Stratos.

"Tax Act" means the *Income Tax Act* (Canada) and the regulations thereunder, as amended from time to time;

"Trust Agreement" means the trust agreement, dated as of April 2, 2007, between CIP Limited and the Trustee with respect to the Trust Arrangements;

"Trust Arrangements" means arrangements whereby the Stratos Shares acquired by CIP Acquireco pursuant to this Plan of Arrangement shall be deposited with and held by the Trustee pursuant to the Trust Agreement;

"Trustee" means Mr. Robert Franklin, an individual resident in Canada; and

"this Plan", **"Plan of Arrangement"**, **"hereof"**, **"herein"**, **"hereto"** and like references mean and refer to this plan of arrangement.

Words and phrases used herein that are defined in the Arrangement Agreement and not defined herein shall have the same meaning herein as in the Arrangement Agreement, unless the context otherwise requires. Words and phrases used herein that are defined in the CBCA and not defined herein or in the Arrangement Agreement shall have the same meaning herein as in the CBCA, unless the context otherwise requires.

Section 1.2 Interpretation Not Affected By Headings, etc.

The division of this Plan of Arrangement into Articles, Sections and other portions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof.

Section 1.3 Gender and Number

Unless the context requires the contrary, words importing the singular only shall include the plural and vice versa and words importing the use of any gender shall include all genders.

Section 1.4 Date for Any Action

In the event that the date on which any action is required to be taken hereunder by any of the parties is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day.

Section 1.5 Statutory References

A reference to a statute includes all rules, regulations, policies and blanket orders made pursuant to such statute and, unless otherwise specified the provisions of any statute, regulation, rule, policy or blanket order which amends, supplements, replaces or supersedes any such statute, regulation, rule, policy or blanket order.

Section 1.6 Currency

Unless otherwise stated, all references herein to sums of money or currency are expressed in lawful money of Canada.

**ARTICLE II
ARRANGEMENT AGREEMENT**

Section 2.1 Arrangement Agreement

This Plan of Arrangement is made pursuant to, and is subject to the provisions of, the Arrangement Agreement, and has been authorized by the Arrangement Resolution, which resolution authorizes this Arrangement.

**ARTICLE III
ARRANGEMENT**

Section 3.1 Binding Effect

This Plan of Arrangement will become effective at, and be binding at and after, the Effective Time on (i) Stratos, (ii) CIP Acquireco, (iii) CIP Limited, (iv) all registered and beneficial holders of Stratos Shares, and (v) all holders and beneficial owners of Stratos Options.

Section 3.2 Arrangement

Commencing at the Effective Time, the following events or transactions shall occur and shall be deemed to occur in the following sequence without any further act or formality required on the part of any Person, except as expressly provided herein:

- (a) the Stratos Rights Plan shall be terminated and all Rights (as defined in the Stratos Rights Plan) shall be cancelled without any payment in respect thereof;
- (b) all of the Stratos Options granted and outstanding immediately prior to the Effective Time shall, without any further action on behalf of any holder of Stratos Options, be transferred by the holders thereof to Stratos without any act or formality on its or their part in exchange for a cash amount equal to the excess, if any, of (i) the product of the number of Stratos Shares underlying the Stratos Options held by such holder and the Cash Consideration over (ii) the aggregate exercise price payable under such Stratos Options (converted to Canadian dollars at the Bank of Canada noon rate on the Effective Date, if applicable) by the holder to acquire the Stratos Shares underlying such Stratos Options. All Stratos Options issued and outstanding immediately prior to the Effective Time shall thereafter immediately be cancelled and terminated;
- (c) each Stratos Share in respect of which Dissent Rights have been validly exercised before the Effective Time shall be deemed to be transferred by the holder thereof, without any further act or formality on its part, free and clear of all liens, claims and encumbrances, to CIP Acquireco and the Trustee (as provided below) in consideration for a debt claim against CIP Acquireco in an amount determined and payable in accordance with Article IV hereof, and the name of such holder shall be removed from the register of holders of Stratos Shares (in respect of the Stratos Shares for which Dissent Rights have been validly exercised before the Effective Time), and the Trustee shall be recorded as the registered holder of the Stratos Shares so transferred and (i) the Trustee shall be deemed to be the legal owner of such Stratos Shares in accordance with the Trust Arrangements and (ii) CIP Acquireco shall be deemed to be the beneficial owner of such Stratos Shares, in each case, free and clear of any liens, claims or encumbrances; and
- (d) each Stratos Share outstanding immediately prior to the Effective Time (other than Stratos Shares in respect of which Dissent Rights have been validly exercised before the Effective Time and any Stratos Shares held by CIP, which shall not be transferred under this Plan of Arrangement), shall be deemed to be transferred by the holder thereof to CIP Acquireco and the Trustee (as provided below) in exchange for the Cash Consideration and the Trustee shall be recorded as the registered holder of the Common Shares so transferred and (i) the Trustee shall be deemed to be the legal owner thereof in accordance with the Trust Arrangements and (ii) CIP Acquireco shall be deemed to be the beneficial owner thereof, in each case free and clear of any liens, claims or encumbrances.

Section 3.3 Post-Effective Time Procedures

- (a) On or immediately prior to the Effective Date, CIP Acquireco shall deliver or arrange to be delivered to the Depositary the cash required to be paid in accordance with the provisions of Section 3.2(d) hereof, which cash shall be held by the Depositary as agent and nominee for Former Stratos Shareholders for distribution to such Former Stratos Shareholders in accordance with the provisions of Article V hereof.
- (b) On or immediately prior to the Effective Date, Stratos shall deliver or arrange to be delivered to the Depositary the cash required to be paid in accordance with the provisions of Section 3.2(b) hereof, if any, which cash shall be held by the Depositary as agent and nominee for holders of Stratos Options for distribution to such holders of Stratos Options in accordance with the provisions of Article V hereof.
- (c) In accordance with the provisions of Article V hereof, Former Stratos Shareholders and holders of Stratos Options shall be entitled to receive the cash consideration to which they are entitled pursuant to Section 3.2(d) and 3.2(b) hereof, respectively.

Section 3.4 Transfers Free and Clear

Any transfer of any securities pursuant to the Arrangement shall be free and clear of any hypothecs, liens, claims, encumbrances, charges, adverse interests or security interests.

**ARTICLE IV
DISSENT PROCEDURES**

Section 4.1 Rights of Dissent

Registered Stratos Shareholders may exercise rights of dissent with respect to their Stratos Shares pursuant to and in the manner set forth in section 190 of the CBCA as modified by the Interim Order and this Article IV (the "Dissent Rights"), provided that written notice setting forth such a registered Stratos Shareholder's objection to the Arrangement and exercise of Dissent Rights must be received by Stratos not later than 5:00 p.m. (Eastern Time) on the Business Day which is two Business Days preceding the date of the Stratos Meeting, or, if the Stratos Meeting is adjourned or postponed, 5:00 p.m. (Eastern Time) on the Business Day which is two Business Days preceding the date of such adjourned or postponed Stratos Meeting. Stratos Shareholders who duly and validly exercise their Dissent Rights and who:

- (a) are ultimately entitled to be paid fair value for their Stratos Shares, shall be deemed to have transferred their Stratos Shares to CIP Acquireco as of the Effective Time as set out in Section 3.2(c) hereof and in consideration for a debt claim against CIP Acquireco to be paid the fair value of such Stratos Shares, and will not be entitled to any other payment or consideration, including any payment that would be payable under the Arrangement in

respect of such Stratos Shares had such holders not exercised their Dissent Rights; or

- (b) are ultimately not entitled, for any reason, to be paid fair value for their Stratos Shares shall be deemed to have participated in the Arrangement on the same basis as any non-dissenting Stratos Shareholder.

Section 4.2 Recognition of Dissenting Shareholders

From and after the Effective Time, in no case shall CIP Acquireco, CIP Limited, Stratos or any other Person be required to recognize a Dissenting Shareholder as a holder of Stratos Shares in respect of which Dissent Rights have been validly exercised and the names of the Dissenting Shareholders shall be deleted from the register of holders of Stratos Shares. In addition to any other restrictions under section 190 of the CBCA, none of the following shall be entitled to exercise Dissent Rights: (a) holders of Stratos Options and (b) Shareholders who vote in favour of the Arrangement Resolution.

**ARTICLE V
DELIVERY OF CASH CONSIDERATION**

Section 5.1 Letter of Transmittal

At the time of mailing the Circular or as soon as practicable after the Effective Date, Stratos shall forward to each Shareholder at the address of such holder as it appears on the register maintained by or on behalf of Stratos in respect of the holders of Stratos Shares the Letter of Transmittal.

Section 5.2 Delivery of Cash Consideration

- (a) Upon surrender to the Depositary for cancellation of a certificate which immediately prior to the closing of the Arrangement represented one or more outstanding Stratos Shares which were acquired for the Cash Consideration in accordance with Section 3.2(d) hereof, together with such other documents and instruments as would have been required to effect the transfer of the Stratos Shares formerly represented by such certificate under the CBCA and the by-laws of Stratos and such additional documents and instruments as CIP or the Depositary may reasonably require, the holder of such surrendered certificate shall be entitled to receive in exchange therefor, and the Depositary shall deliver to such holder following the Effective Time, a cheque (or, if required by applicable Laws, a wire transfer) for the aggregate Cash Consideration for all Stratos Shares deposited by such holder, which such holder is entitled to receive in accordance with Section 3.2(d) hereof.
- (b) After the Effective Time and until surrendered for cancellation as contemplated by Section 5.2(a) hereof, each certificate which immediately prior to the Effective Time represented one or more Stratos Shares shall be deemed at all times to represent only the right to receive in exchange therefor

the entitlement to the Cash Consideration which the holder of such certificate is entitled to receive in accordance with Section 5.2(a) hereof.

Section 5.3 Stratos Options

- (a) If applicable, on or as soon as practicable after the Effective Date, the Depositary shall deliver on behalf of Stratos to each holder of Stratos Options as reflected on the books and records of Stratos a cheque (or, if required by applicable Laws, a wire transfer) representing the payment of the portion of the Option Consideration to which such holder is entitled in accordance with this Plan of Arrangement.

Section 5.4 Lost Certificates

In the event that any certificate which immediately prior to the Effective Time represented one or more outstanding Stratos Shares which were exchanged for the Cash Consideration in accordance with Section 3.2(d) hereof shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the holder claiming such certificate to be lost, stolen or destroyed, the Depositary shall deliver in exchange for such lost, stolen or destroyed certificate, a cheque in the amount of the aggregate Cash Consideration for all Stratos Shares deposited by such holder, which such holder is entitled to receive in accordance with Section 3.2(d) hereof. When authorizing such delivery of the aggregate Cash Consideration that such holder is entitled to receive in exchange for such lost, stolen or destroyed certificate, the holder to whom a cheque in the amount of the aggregate Cash Consideration is to be delivered shall, as a condition precedent to the delivery of such cheque, give a bond satisfactory to CIP Acquireco and the Depositary in such amount as CIP Acquireco and the Depositary may direct, or otherwise indemnify CIP Acquireco and the Depositary in a manner satisfactory to CIP Acquireco and the Depositary, against any claim that may be made against CIP Acquireco or the Depositary with respect to the certificate alleged to have been lost, stolen or destroyed and shall otherwise take such actions as may be required by the by-laws of Stratos.

Section 5.5 Distributions with Respect to Unsurrendered Certificates

No dividend or other distribution declared or made after the Effective Time with respect to Stratos Shares with a record date after the Effective Time shall be delivered to the holder of any unsurrendered certificate which, immediately prior to the Effective Time, represented outstanding Stratos Shares.

Section 5.6 Withholding Rights

CIP Acquireco, Stratos and the Depositary shall be entitled to deduct and withhold from the Cash Consideration, the Option Consideration (if and as applicable), all dividends or other distributions or any consideration otherwise payable to any Former Stratos Shareholder or former holder of Stratos Options under this Arrangement such amounts as CIP Acquireco, Stratos or the Depositary is required or permitted to deduct and withhold with respect to such payment under the Tax Act, the United States Internal Revenue Code of 1986 or any provision of any applicable federal, provincial, state, local or foreign tax law, in each case, as

amended. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the Former Stratos Shareholder or former holder of Stratos Options, as the case may be, in respect of which such deduction and withholding was made, provided that such withheld amounts are actually remitted to the appropriate taxing authority.

Section 5.7 **Limitation and Proscription**

To the extent that a Former Stratos Shareholder shall not have complied with the provisions of Section 5.2 or Section 5.3 hereof on or before the date which is six years after the Effective Date (the "final proscription date"), then the aggregate Cash Consideration to which such Former Stratos Shareholder was entitled to receive shall be delivered to CIP Acquireco by the Depository, and the interest of the Former Stratos Shareholder in such cash consideration to which it was entitled shall be terminated as of such final proscription date.

ARTICLE VI
AMENDMENTS

Section 6.1 **Amendments to Plan of Arrangement**

- (a) Subject to Section 6.1(b), (d) and (e), CIP Limited, CIP Acquireco and Stratos reserve the right to amend, modify or supplement this Plan of Arrangement at any time and from time to time, provided that each such amendment, modification or supplement must be (i) set out in writing, (ii) agreed to in writing by CIP Limited, CIP Acquireco and Stratos, (iii) filed with the Court and, if made following the Stratos Meeting, approved by the Court, and (iv) communicated to the holders of Stratos Shares if and as required by the Court.
- (b) Notwithstanding anything herein or in the Arrangement Agreement, CIP Limited and CIP Acquireco shall be entitled, at any time prior to or following the Stratos Meeting, to modify this Plan of Arrangement to increase the consideration CIP Acquireco is prepared to make available to Shareholders pursuant to the Arrangement, whether or not the Board of Directors of Stratos has changed its recommendation, provided that CIP Limited and CIP Acquireco shall use their commercially reasonable efforts to provide not less than one Business Day's prior written notice of such proposal to Stratos. Any such amendment, modification or supplement to this Plan of Arrangement shall become part of this Plan of Arrangement for all purposes.
- (c) Any amendment, modification or supplement to this Plan of Arrangement may be proposed by Stratos, CIP Limited or CIP Acquireco at any time prior to the Stratos Meeting, provided that Stratos, CIP Limited and CIP Acquireco shall have consented thereto in writing, with or without any other prior notice or communication. Any such proposed amendment, modification or supplement to this Plan of Arrangement shall become part of this Plan of Arrangement for all purposes.

- (d) Any amendment, modification or supplement to this Plan of Arrangement that is approved by the Court following the Stratos Meeting shall be effective only if (i) it is consented to in writing by each of CIP Limited, CIP Acquireco and Stratos, (ii) it is filed with the Court (other than amendments contemplated in Section 6.1(b) or (e), which shall not require such filing), and (iii) it is communicated to and, if required by the Court, consented to by holders of the Stratos Shares voting in the manner directed by the Court.
- (e) Any amendment, modification or supplement to this Plan of Arrangement may also be made following the Effective Date unilaterally by CIP Acquireco, provided that it concerns a matter which, in the reasonable opinion of CIP Acquireco, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the financial or economic interests of the Former Stratos Shareholders or the former holders of Stratos Options. Notwithstanding the foregoing, no amendment, modification or supplement to this Plan of Arrangement made following the Effective Date shall be effective prior to the issuance by the Director of a Certificate of Arrangement endorsing amended Articles of Arrangement.

ARTICLE VII GENERAL

Section 7.1 Further Assurances

Notwithstanding that the transactions and events set out herein shall occur and be deemed to occur in the order set out in this Plan of Arrangement without any further act or formality, each of the parties to the Arrangement Agreement shall make, do and execute, or cause to be made, done and executed, all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by any of them in order further to document or evidence any of the transactions or events set out herein.

Section 7.2 Paramountcy

From and after the Effective Time (a) this Plan of Arrangement shall take precedence and priority over any and all rights related to Stratos Shares and Stratos Options issued prior to the Effective Time, (b) the rights and obligations of the holders of Stratos Shares and Stratos Options and any trustee and transfer agent therefor, shall be solely as provided for in this Plan of Arrangement, and (c) all actions, causes of actions, claims or proceedings (actual or contingent, and whether or not previously asserted) based on or in any way relating to Stratos Shares or Stratos Options shall be deemed to have been settled, compromised, released and determined without liability except as set forth herein.

IN THE MATTER OF SECTION 192 OF THE *CANADA BUSINESS
CORPORATIONS ACT*, R.S.C. 1985, CHAP. C-44, AS AMENDED

Court File No: 07-CL-6964

AND IN THE MATTER OF AN APPLICATION BY STRATOS GLOBAL
CORPORATION RELATING TO A PROPOSED ARRANGEMENT
INVOLVING STRATOS GLOBAL CORPORATION

**ONTARIO
SUPERIOR COURT OF JUSTICE-
COMMERCIAL LIST**

Proceeding commenced at Toronto

FINAL ORDER

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