

Stratos Global Corporation
Opposition
WC Docket No. 07-73
DA 07-2257
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ATTACHMENT D



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Stratos Global Corporation
6901 Rockledge Drive, Suite 900
Bethesda, Maryland 20817
USA

Attention: President and Chief Executive Officer

March 19th, 2007

Re: Arrangement of Stratos Global Corporation

Dear Sirs/Mesdames:

We refer to the Arrangement Agreement (the "Arrangement Agreement"), dated as of the date hereof, among CIP UK Holdings Limited ("CIP Limited", and together with its Affiliates, "CIP"), CIP Canada Investments Inc. ("CIP Acquireco") and Stratos Global Corporation (together with its Affiliates, "Stratos", "You" or "Your"), pursuant to which all of Your issued and outstanding common shares will be acquired by CIP Acquireco (the "Arrangement"). Inmarsat Finance III Limited ("Inmarsat Financeco"), a wholly owned subsidiary of Inmarsat plc (together with our other Affiliates, collectively "Inmarsat", "We", "Our" or "Us"), has agreed to provide financial assistance to CIP Limited pursuant to the Commitment Letter (as defined in the Arrangement Agreement) to permit CIP Limited and CIP Acquireco to consummate the Arrangement and has been granted the Call Option (as defined in the Arrangement Agreement). Recognizing that the implementation of the Arrangement may require close collaboration between Us and You, we agree herein to certain mutual covenants and agreements as set forth in this letter agreement (this "Letter Agreement").

1. DEFINITIONS

Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Arrangement Agreement.

"Affiliate" means an affiliate within the meaning of Section 1.2 of National Instrument 45-106 - *Prospectus and Registration Exemptions*.

"Banks" means Barclays Bank PLC, ING N.V., The Royal Bank of Scotland plc.

"CFA" means the Commercial Framework Agreement, dated November 30, 2003, among Inmarsat Ventures Limited, Inmarsat Global Limited (formerly Inmarsat Limited) and Stratos Wireless Inc.

"DP" or "Distribution Partner" means a distribution partner party to a distribution agreement with Us.

"LESO" means a land earth station operator.

"LESO Agreement" means the Land Earth Station Operator Agreement, dated January 23, 2004, among Inmarsat Ventures Limited, Inmarsat Global Limited (formerly Inmarsat Limited) and Stratos Wireless Inc.

"Notice of Objection" has the meaning set forth in Section 2.7 hereof.

"Inmarsat Facility" has the meaning set forth in Section 2.5 hereof.

"Inmarsat Services" has the meaning ascribed to such term in the CFA.

"Service Distribution Agreements" means the BGAN service distribution agreement entered into between Inmarsat Global Limited (formerly Inmarsat Limited) and Stratos Wireless Inc. dated 21 April 2005, the SwiftBroadband service distribution agreement between Inmarsat Global Limited and Stratos Wireless Inc dated 31 October 2006 and the FleetBroadband service distribution agreement to be signed shortly between Inmarsat and Stratos Wireless Inc.

"Queen's Counsel" has the meaning set forth in Section 2.6 hereof.

2. COVENANTS

The parties to this Letter Agreement hereby covenant and agree to each other as follows:

2.1 Satisfaction of Conditions of Arrangement Agreement.

(a) We shall:

(i) (A) use Our commercially reasonable efforts to satisfy, or cause to be satisfied, all of the conditions precedent to the obligations of CIP Limited and CIP Acquireco under the Arrangement Agreement to the extent that it is within Our control to do so, and (B) use Our commercially reasonable efforts to take, or cause to be taken, all other action and to do, or cause to be done, all other commercially reasonable things necessary, proper or advisable under all applicable Laws to complete the transactions contemplated by the Arrangement Agreement and this Letter Agreement to the extent that it is within Our control to do so, including by:

(ii) using Our commercially reasonable efforts to assist CIP Limited and CIP Acquireco to obtain the Regulatory Approvals to be obtained by them prior to the Effective Date, and all other consents, approvals and

authorizations as are required to be obtained by any member of the CIP Group under any applicable Laws or from any Governmental Entity that would, if not obtained, reasonably be expected to impede, interfere with, prevent or materially delay the Arrangement and the transactions contemplated under the Arrangement Agreement;

- (iii) using Our commercially reasonable efforts to assist CIP to effect all necessary registrations and filings with Governmental Entities and submissions of information requested by Governmental Entities required to be effected by the CIP Group in connection with the transactions contemplated by the Arrangement Agreement and participate, and if requested appear in any proceedings of, any party to the Arrangement Agreement before any Governmental Entity;
- (iv) using Our commercially reasonable efforts to oppose, lift or rescind any injunction or restraining order or other order or action challenging or affecting the Arrangement Agreement, the Arrangement, this Letter Agreement or the transactions contemplated thereby or hereby or seeking to stop, or otherwise adversely affecting the ability of the parties to the Arrangement Agreement to consummate the Arrangement or the transactions contemplated thereby, including for greater certainty any Prohibition Order;
- (v) using Our reasonable best efforts to (a) assist CIP Acquireco and CIP Limited to perform their respective obligations under, fulfil all conditions and satisfy all provisions of, the Arrangement Agreement required to be performed, fulfilled and satisfied thereunder and (b) in the event that CIP Acquireco and/or CIP Limited shall materially breach the terms of the Arrangement Agreement on or prior to completion of the Arrangement, to collaborate with You with a view to remedying any such breach within any applicable cure period, and in the event that such remediation is not possible or practicable within any such period, to collaborate with You to seek a suitable replacement acquirer of You on the same terms, mutatis mutandis as apply currently to CIP Limited and CIP Acquireco (including funding of the acquisition consideration by and the grant of a call option to Inmarsat Financoco) so that the Arrangement may be completed without material delay, provided however that the foregoing shall not be construed to obligate Us to pay or cause to be paid any monies or to cause any liability to be incurred to cause such performance to occur and provided further that we agree that the Completion Deadline shall in such circumstances, at Your option, be extended by up to six months to accommodate the insertion of the replacement acquiror; and
- (vi) using Our commercially reasonable efforts to cooperate with You in connection with the performance by You of Your obligations under the Arrangement Agreement, provided however that the foregoing shall not be

construed to obligate Us to pay or cause to be paid any monies or to cause any liability to be incurred to cause such performance to occur;

provided always that the above covenants shall under no circumstances oblige Us to carry out any act that would constitute the control or direction of Your management and policies, or which would cause any of Us to, or to be deemed to, have the power to control or direct Your management and policies.

- (b) You agree that You shall use commercially reasonable efforts to satisfy, or cause to be satisfied, all of the conditions precedent to Your obligations under the Arrangement Agreement to the extent that it is within Your control to do so and to take, or cause to be taken, all other action and to do, or cause to be done, all other commercially reasonable things necessary, proper or advisable under all applicable Laws to complete the transactions contemplated by the Arrangement Agreement and this Letter Agreement, including:
 - (i) using Your commercially reasonable efforts to obtain the Stratos Required Vote;
 - (ii) using Your commercially reasonable efforts to obtain the Regulatory Approvals to be obtained by You prior to the Effective Date, and all other consents, approvals and authorizations as are required to be obtained by You or any of Your Subsidiaries under any applicable Laws or from any Governmental Entity which would, if not obtained, reasonably be expected to impede, interfere with, prevent or materially delay the Arrangement and the transactions contemplated hereby or have a Material Adverse Effect on You;
 - (iii) using Your commercially reasonable efforts to effect all necessary registrations and filings with Governmental Entities and submissions of information requested by Governmental Entities required to be effected by You or any of Your Subsidiaries in connection with the transactions contemplated by the Arrangement Agreement or this Letter Agreement and participate, and if requested appear in any proceedings of any party to the Arrangement Agreement before any Governmental Entity;
 - (iv) using Your commercially reasonable efforts to oppose, lift or rescind any injunction or restraining order or other order or action challenging or affecting the Arrangement Agreement, the Arrangement, this Letter Agreement or the transactions contemplated hereby or seeking to stop, or otherwise adversely affecting the ability of the parties to the Arrangement Agreement to consummate the Arrangement or the transactions contemplated hereby, including for greater certainty any Prohibition Order;

- (v) using Your commercially reasonable efforts to fulfil all conditions and satisfy all provisions of the Arrangement Agreement required to be fulfilled or satisfied by You;
 - (vi) using Your commercially reasonable efforts to obtain at Your own cost, either (i) any necessary consent of the lenders under the Stratos Credit Facility to the Arrangement and the other transactions contemplated therein or (ii) a commitment letter providing for the refinancing of the Stratos Credit Facility, in each case as contemplated by the Arrangement Agreement.
- (c) Conditional Distribution Agreements.
- (i) In the event that the Arrangement Agreement is terminated in accordance with its terms pursuant to Section 8.1(b), 8.1(e), 8.1(f), or 8.1(h)-(k) inclusive thereof (in each case provided that (i) You have not breached any of Your material obligations under the Arrangement Agreement, there has not been a change in Stratos Recommendation and no termination fee is payable under Section 7.3 of the Arrangement Agreement and provided always that (ii) the LESO Agreement and the Service Distribution Agreements continue in force and effect for their current term), We agree to procure that We (or our relevant Affiliates) will enter into agreements with You which will give You the right to distribute the Inmarsat Services which are the subject the LESO Agreement and the Service Distribution Agreements as at 14 April 2009, such agreements to be effective on and from 15 April 2009 for such further period as is specified in Section 2.1(c)(ii) below (the "Renewal Period") on the same material terms as set out in the LESO Agreement and the Service Distribution Agreements as apply at 14 April 2009 save as provided in Section 2.1(c)(iii) and 2.1(c)(iv) below (the "Renewed Agreements").
 - (ii) The Renewal Period shall correspond to the period from the date of this Letter Agreement to the date on which the Arrangement Agreement terminates in accordance with Section 2.1(c)(i) above (the "Termination Period"), as follows:
 - (i) if the Termination Period is equal to or less than 90 days, there shall be no Renewal Period;
 - (ii) if the Termination Period is more than 90 days and less than or equal to 180 days, the Renewal Period shall be equal to the length of the Termination Period;
 - (iii) if the Termination Period is 181 days or more, the Renewal Period shall be 180 days.

- (iii) Other than as provided in this Section 2.1(c)(iii), the Renewed Agreements shall not incorporate any terms identical or materially similar to those currently contained in the CFA and all references to and/or extracts from the CFA shall be removed from the Renewed Agreements. We shall for the duration of the Renewal Period provide You with all the volume discounts schemes provided to You pursuant to Clause 9.2 of the CFA as at 14 April 2009. The Renewed Agreements shall not include any terms identical or materially similar to Clauses 2.8-2.14 inclusive of the LESO Agreement.
- (iv) Section 2.1(c)(i) of this Letter Agreement shall not apply where, prior to 15 April 2009 You have agreed alternative arrangements regarding the distribution of the Inmarsat Services which are the subject of the LESO Agreement and the Service Distribution Agreements after 14 April 2009. You further agree that, notwithstanding Clause 14.6 of the CFA and Clause 7.1 of the LESO Agreement, We shall not be obliged to offer You and You will not be entitled to accept any terms of distribution of those Inmarsat Services which are the subject of the Renewed Agreements which are offered to third party Distribution Partners or channel partners in respect of the period after 14 April 2009 unless and until the earlier of (a) the elapse of the Renewal Period or (b) You elect to terminate the Renewed Agreements and accept the terms offered to such third parties.

2.2 Distribution Partners.

- (a) We agree that on and following execution of this Letter Agreement, we shall keep you fully informed and shall consult with you periodically up to completion of the Arrangement in relation to any and all material communications to or from any of our Distribution Partners, or their Affiliates concerning the implementation of the Arrangement or regarding the renegotiation of any Inmarsat distribution arrangements, subject always to supervening obligations of confidentiality that may be owed by Us (or Our Affiliates) to any such persons and provided further that We shall not be obliged to make known to You any third party DP information of a commercially sensitive nature.
- (b) We agree that, upon the closing of the transactions contemplated by the Arrangement Agreement and, unless the CFA and LESO Agreement have been amended prior to such date, until April 14, 2009:
 - (i) We shall continue to work with all Our DPs and will not unreasonably discriminate between them;
 - (ii) We shall continue to support all Our DPs with collaborative sales and marketing programmes;

- (iii) We shall continue to hold in confidence any confidential commercial information obtained from any of Our DPs; and
- (iv) We shall not provide any confidential commercial information that We obtain from any DP to any employee of CIP, Stratos or the Trustee.

2.3 Renegotiation of Transaction. Each of You and We hereby covenant and agree that if a Prohibition Order, or similar action, is in force and the Arrangement Agreement is terminated in accordance with its terms, upon the expiry, vacation, removal or inapplicability of such Prohibition Order, or similar action, We shall negotiate in good faith for a period of no less than two months an Acquisition Proposal with You on terms commercially reasonable at the time of such proposal.

2.4 Acquisition Financing. We shall:

- (a) cause Inmarsat Financeco, within one Business Day prior to the Stratos Meeting, to enter into a definitive facility agreement (the "Inmarsat Facility") and all related credit and security documentation with the Banks pursuant to the Financing Commitment Letter, dated as of the date hereof and appended hereto as Exhibit B, between Us, Inmarsat Financeco and the Banks (the "Bank Financing Commitment");
- (b) provide to the Banks a guarantee in connection with the Inmarsat Facility;
- (c) cause Inmarsat Financeco, within one Business Day prior to the Stratos Meeting, to enter into the Facility Agreement and all related credit and security documentation with CIP Limited and CIP Acquireco pursuant to the Financing Commitment Letter, dated as of the date hereof and appended hereto as Exhibit D, between Inmarsat Financeco, CIP Limited and CIP Acquireco; and
- (d) in the event that Term Loan Facility C in the Facility Agreement is required to be made available to CIP Limited, by virtue of the fact that:
 - (i) Having used all commercially reasonable efforts, You have not obtained at Your own cost, either (i) the necessary consent of the lenders under the Stratos Credit Facility to the Arrangement and the other transactions contemplated herein or (ii) a commitment letter providing for the refinancing of the Stratos Credit Facility as contemplated in section 5.1(u) of the Arrangement Agreement, and
 - (ii) the refinancing of the Stratos Credit Facility referred to in section 5.2(m) of the Arrangement Agreement has not been successfully concluded by CIP Limited;

and conditional upon You having complied in full with your obligations with regard to the same under the Arrangement Agreement and CIP

Limited and CIP Acquireco having complied in full with their obligations to Us with regard to the same under the Facility Agreement, We shall procure that We and/or Inmarsat Financeco shall by not later than one Business Day prior to the Stratos Meeting raise sufficient third party funds, committed conditional upon completion of the Arrangement and representing certain funds on the same basis as currently is applicable to the Bank Financing Commitment, to enable Inmarsat Financeco to comply with its obligations under such Term Loan Facility C.

2.6 Counsel Opinion. We agree and acknowledge that joint instructions to a mutually acceptable independent Queen's Counsel (the "Queen's Counsel"), as contemplated by the Instructions to Counsel, dated as of February 27, 2007, were submitted in connection with the transactions contemplated by the Arrangement Agreement. The Queen's Counsel Opinion will be provided to, and shall be for the benefit of, each of You, Us and CIP Limited may be used by either party in any action, proceeding, hearing or investigation by any Governmental Entity, regulatory authority or any other Person in connection with the transactions contemplated by the Arrangement Agreement and the other agreements referred to therein. We agree that We shall be responsible for 50% of the fees and expenses of the Queen's Counsel, and You agree and acknowledge that You shall be responsible for the remaining 50% of such fees and expenses.

2.7 Notice of Objection. Each party to this Letter Agreement shall promptly provide the other with written notice of any written notice of any complaint, challenge, objection, notice of proceeding, action or claim (a "Notice of Objection") from any Person (including any Governmental Entity) received by it or any of its affiliates (each an "Affected Person") in respect of or in connection with the transactions contemplated by the Arrangement Agreement or the related agreements (including, without limitation, the Affected Person's role in connection with such transactions or any alleged breach by any Affected Person of any distribution agreement), which notice shall include a copy of any such written Notice of Objection. The parties hereto severally agree to take all actions to vigorously oppose, defend and resist any Notice of Objection in order to permit and allow completion of the Arrangement as contemplated by the Arrangement Agreement. In addition, the parties will promptly provide each other with details (in writing) of any proposal by them to oppose, resolve or settle any Notice of Objection prior to the delivery by them of such proposal. No Affected Person shall settle, resolve, agree to dismiss, or take any similar action with respect to a Notice of Objection without obtaining the prior consent and approval of the other party hereto to any such settlement, resolution or dismissal, unless such settlement, resolution, agreement to dismiss or similar action provides that the Arrangement and the transactions contemplated by the Arrangement Agreement shall be consummated as soon as practicable thereafter.

2.8 Copies of Documents. Each party hereto shall furnish promptly to the other party a copy of each notice, report, schedule or other document or communication delivered, filed or received in connection with the Arrangement, the Arrangement Agreement, this Letter Agreement, Notices of Objection, and the transactions contemplated thereby and hereby, any filing under any applicable Laws and any dealings or communications with any Governmental Entity, Securities Authority or stock exchange in connection with, or

in any way affecting, the transactions contemplated by the Arrangement Agreement or this Letter Agreement.

2.9 Cooperation. The parties shall make, or cooperate as necessary in the making of, all necessary filings and applications under all applicable Laws required in connection with the transactions contemplated by the Arrangement Agreement and this Letter Agreement and take all reasonable action necessary to be in compliance with such Laws. In addition, from and after the date hereof until the completion of the Arrangement and the transactions contemplated under the Arrangement Agreement, the parties shall meet weekly to discuss (a) the completion of the Arrangement, (b) the necessary filings and applications under all applicable Laws required in connection with the transactions contemplated by the Arrangement Agreement and this Letter Agreement, and (c) the status of any negotiations with any Person related to any of the parties' respective obligations under this Letter Agreement, including in connection with any Notice of Objection.

2.10 Stratos Shares. We hereby agree that, for a period of six months from the date upon which the Arrangement Agreement is terminated in accordance with its terms, neither We, nor any of Our Affiliates, nor any Person acting jointly or in concert with Us, shall acquire any Stratos Shares or Stratos securities after the date hereof, except pursuant to the Arrangement Agreement, the Facility Agreement or the Call Option and that neither We nor any of Our Affiliates shall enter into any other arrangement, agreement or transaction with any other Person to acquire Stratos Shares or Stratos securities, including any option, warrant, conversion privilege or other right, obligation or commitment relating to Stratos Shares or Stratos securities, provided that the above covenant shall not apply in the event that the Arrangement Agreement terminates by reason of Sections 8.1(a), 8.1(c) or 8.1(d). For the avoidance of doubt Clause 5 of the Confidentiality Agreement, dated October 12, 2006, between You and Us (the "Confidentiality Agreement") is superseded by this Clause 2.10 of this Letter Agreement.

3. REPRESENTATIONS AND WARRANTIES OF INMARSAT

We hereby represent and warrant to and in favour of You on Our behalf and, where applicable, on behalf of Inmarsat Financeco, as follows and acknowledge that You are relying upon such representations and warranties in entering into this Letter Agreement, the Arrangement Agreement and the Arrangement:

3.1 Organization. We are incorporated under the laws of England and are validly subsisting and have full legal power and authority to own Our property and assets and to conduct Our business as currently owned and conducted. We are registered, licensed or otherwise qualified as an extra-provincial entity or a foreign entity in each jurisdiction where the nature of the business or the location or character of the property and assets owned or leased by Us requires Us to be so registered, licensed or otherwise qualified.

3.2 Authority. We have all necessary power, authority and capacity to enter into this Letter Agreement and all other agreements and instruments to be executed by Us as contemplated by this Letter Agreement or the Arrangement Agreement (including the Call Option Agreement, Inmarsat Facility and Facility Agreement), and to perform Our obligations hereunder and under such other agreements and instruments. Our execution and delivery of this Letter Agreement and the Call Option Agreement (and when executed and delivered, the Inmarsat Facility and the Facility Agreement) and the completion by Us of the transactions contemplated hereby and thereby have been duly authorized by Our Board of Directors, and no other proceedings (including shareholder or securityholder meetings) on Our part are necessary to authorize this Letter Agreement, the Call Option Agreement, the Inmarsat Facility and the Facility Agreement or to complete the transactions contemplated hereby and thereby. This Letter Agreement and the Call Option Agreement have been executed and delivered by Us, and each constitutes (and each of the Inmarsat Facility and the Facility Agreement when executed and delivered by Inmarsat Financeco will constitute) legal, valid and binding obligations, enforceable against Us or Inmarsat Financeco, as applicable, in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium and other applicable Laws relating to or affecting creditors' rights generally, and to general principles of equity. The execution and delivery by Us of this Letter Agreement and the Call Option Agreement (and each of the Inmarsat Facility and the Facility Agreement when executed and delivered by Inmarsat Financeco) and the performance by Us of Our obligations hereunder and thereunder and the completion of the transactions contemplated hereby and thereby, do not and will not:

- (a) result in a violation, contravention or breach of, require any consent to be obtained under or give rise to any termination rights under any provision of,
 - (i) Our articles or by-laws (or their equivalent);
 - (ii) any Laws applicable to Us; or
 - (iii) any contract, agreement, licence or permit to which We are bound or are subject to or of which We are the beneficiary, provided that we are making no representation with respect to the CFA, LESO Agreement or Service Distribution Agreements (or any similar commercial framework agreement, service distribution or lease service provider agreement with any other DP);
- (b) give rise to any right of termination or acceleration of indebtedness, or cause any indebtedness owing by Us to come due before its stated maturity or cause any of its available credit to cease to be available; or
- (c) result in the imposition of any Encumbrance upon any of Our property or assets, or restrict, hinder, impair or limit Our ability to conduct Our respective business as and where it is now being conducted.

No consent, approval, order or authorization of, or declaration or filing with, or waiver of any right of, any Governmental Entity or other Person is required to be obtained or made by Us in connection with the execution and delivery of this Letter Agreement and the Call Option Agreement or the consummation by Us of the transactions contemplated hereby and thereby, other than required regulatory consents or approvals in connection with the exercise of the Call Option and completion of the transactions contemplated by the Call Option Agreement and any such consent, approval, order, authorization, declaration, filing or waiver which would, if not obtained, not, individually or in the aggregate, reasonably be expected to impede, interfere with, prevent or materially delay the Arrangement and the transactions contemplated by the Arrangement Agreement, this Letter Agreement or the Call Option Agreement or have a material adverse effect on Us.

3.3 No Defaults. We are not in default under, nor does there exist any event, condition or occurrence which, after notice or lapse of time or both, would constitute such a default under, any material contract, agreement or licence to which We are a party or by which We are bound, provided that we are making no representation with respect to the CFA, LESO Agreement or Service Distribution Agreements (or any similar commercial framework agreement, service distribution or lease service provider agreement with any other DP) or other than any such default, condition or occurrence which would not, individually or in the aggregate, reasonably be expected to impede, interfere with, prevent or materially delay the Arrangement and the transactions contemplated by the Arrangement Agreement, this Letter Agreement or the Call Option Agreement or have a material adverse effect on Us.

3.4 Stratos Shares. Neither We nor any of Our Affiliates owns or exercises control or direction over any Stratos Shares (nor do We or any of Our Affiliates have any right, option or other agreement to acquire any Stratos Shares other than pursuant to the terms hereof or the Call Option Agreement) as of the date of this Letter Agreement.

3.5 Ownership and Control. Except as contemplated by the Facility Agreement and the Call Option Agreement, neither We nor any of Our Affiliates own any equity securities of CIP and We have no option, warrant, conversion privilege or other right, agreement, arrangement or commitment (pre-emptive, contingent or otherwise) obligating CIP Limited or any of its Affiliates to issue, transfer or sell any shares of CIP, any of its Affiliates or You to or at Our direction. We have not issued any securities or obligations of any kind convertible into or exchangeable for any shares of CIP Limited or any of its Affiliates.

Our representations and warranties contained in this Letter Agreement shall survive the execution and delivery of this Letter Agreement and shall terminate on the earlier of the termination date of this Letter Agreement in accordance with its terms and the Effective Date. Any investigation by You or Your advisors shall not mitigate, diminish or affect Our representations and warranties made hereunder.

4. REPRESENTATIONS AND WARRANTIES OF STRATOS

You hereby represent and warrant to and in favour of Us as follows and acknowledge that We are relying upon such representations and warranties in entering into this Letter Agreement, other than as disclosed in the Stratos Disclosure Letter provided pursuant to the Arrangement Agreement:

4.1 Organization. You are incorporated under the laws of Canada and are validly subsisting and have full legal power and authority to own Your property and assets and to conduct Your business as currently owned and conducted. You are registered, licensed or otherwise qualified as an extra-provincial entity or a foreign entity in each jurisdiction where the nature of the business or the location or character of the property and assets owned or leased by You requires You to be so registered, licensed or otherwise qualified, other than those jurisdictions where the failure to be so registered, licensed or otherwise qualified would not have a Material Adverse Effect on You.

4.2 Authority. You have all necessary power, authority and capacity to enter into this Letter Agreement and all other agreements and instruments to be executed by You as contemplated by this Letter Agreement, and to perform Your obligations hereunder and under such other agreements and instruments, such performance subject to the approval of the Shareholders and the Court as provided in the Arrangement Agreement. Your execution and delivery of this Letter Agreement and the completion by You of the transactions contemplated by this Letter Agreement have been authorized by Your Board of Directors or shareholders, and no other proceedings (including securityholder meetings) on Your part are necessary to authorize this Letter Agreement or to complete the transactions contemplated hereby. This Letter Agreement has been executed and delivered by You, and constitutes Your legal, valid and binding obligations, enforceable against You in accordance with its terms, subject to bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium and other applicable Laws relating to or affecting creditors' rights generally, and to general principles of equity. The execution and delivery by You of this Letter Agreement and the performance by You of Your obligations hereunder and the completion of the transactions contemplated hereby, do not and will not:

- (a) result in a violation, contravention or breach of, require any consent to be obtained under or give rise to any termination rights under any provision of,
 - (i) Your articles or by-laws (or their equivalent),
 - (ii) any Laws, or
- (iii) other than as disclosed in the Stratos Disclosure Letter, any contract, agreement, licence or permit to which You are bound or are subject or of which You are the beneficiary involving expenditures or liabilities affecting Your business greater than \$3,000,000;

- (b) other than as disclosed in the Stratos Disclosure Letter, give rise to any right of termination or acceleration of indebtedness, or cause any indebtedness owing by You to come due before its stated maturity or cause any of its available credit to cease to be available; or
- (c) result in the imposition of any Encumbrance upon any of Your property or assets, or restrict, hinder, impair or limit Your ability to conduct Your business as and where it is now being conducted.

which would, individually or in the aggregate, have a Material Adverse Effect on You. No consent, approval, order or authorization of, or declaration or filing with, or waiver of any right of, any Governmental Entity or other Person is required to be obtained or made by You in connection with the execution and delivery of this Letter Agreement or the consummation by Us of the transactions contemplated hereby, other than any such consent, approval, order, authorization, declaration, filing or waiver which would, if not obtained, not, individually or in the aggregate, reasonably be expected to impede, interfere with, prevent or materially delay the Arrangement and the transactions contemplated by the Arrangement Agreement, this Letter Agreement or have a Material Adverse Effect on You.

4.3 No Defaults. You are not in default under (where such default has not been waived and disclosed in the Stratos Disclosure Letter), nor does there exist any event, condition or occurrence which, after notice or lapse of time or both, would constitute such a default under, any contract, agreement or licence to which You are a party or by which You are bound which would, individually or in the aggregate, have a Material Adverse Effect on You.

Your representations and warranties contained in this Letter Agreement shall survive the execution and delivery of this Letter Agreement and shall terminate on the earlier of the termination date of this Letter Agreement in accordance with its terms and the Effective Date. Any investigation by Us or Our advisors shall not mitigate, diminish or affect Your representations and warranties made hereunder.

5. TERMINATION

5.1 Termination.

- (a) This Letter Agreement shall automatically be terminated upon termination of the Arrangement Agreement by You pursuant to Section 8.1(a) of the Arrangement Agreement.
- (b) This Letter Agreement may be terminated by the written agreement of You and Us.
- (c) Unless previously terminated in accordance with its terms or unless the Effective Date has previously occurred, this Letter Agreement shall terminate on the 12-month anniversary of the date upon which the Arrangement Agreement is terminated in accordance with its terms.

5.2 Notwithstanding anything herein to the contrary, the obligations and rights of the parties under Sections 2.1(c), 2.10 and 6.11 hereof shall survive the termination of this Letter Agreement.

6. GENERAL PROVISIONS

6.1 Notices. Any notice, consent, waiver, direction or other communication required or permitted to be given under this Letter Agreement by a party hereto shall be in writing and shall be delivered by hand to the party hereto to which the notice is to be given at the following address or sent by facsimile to the following numbers or to such other address or facsimile number as shall be specified by a party hereto by like notice. Any notice, consent, waiver, direction or other communication aforesaid shall, if delivered, be deemed to have been given and received on the date on which it was delivered to the address provided herein (if a Business Day or, if not, then the next succeeding Business Day) and if sent by facsimile be deemed to have been given and received at the time of receipt (if a Business Day or, if not, then the next succeeding Business Day) unless actually received after 5:00 p.m. (local time) at the point of delivery in which case it shall be deemed to have been given and received on the next Business Day. The address for service of each of the parties hereto shall be as follows:

(a) if to Us:

Inmarsat plc
99 City Road
London
EC1Y 1AX
Attention: Nick Rowe, General Counsel
Facsimile: +44 207 728 1602
with a copy (which shall not constitute notice) to:
Alison Horrocks, Company Secretary
Facsimile: +44 207 728 1602

with a copy (which shall not constitute notice) to:

Clifford Chance LLP
10, Upper Bank Street
London E14 5JJ

Attention: Jonny Myers / Rob Lambert
Facsimile: +44 207 006 5555

(b) if to You:

Attention: Richard Harris
Facsimile: (301) 214-2234

with a copy (which shall not constitute notice) to:

Blake, Cassels & Graydon LLP
2800 - 199 Bay Street
Commerce Court West
Toronto, Ontario M5L 1A9

Attention: David J. Toswell
Facsimile: +1 416 863 2653

6.2 Costs. We and You shall each pay Our own costs and expenses (including all legal, accounting and financial advisory fees and expenses) in connection with the transactions contemplated hereby including expenses related to the preparation, execution and delivery of this Letter Agreement and the documents required hereunder.

6.3 Law.

This Letter Agreement shall be governed by and be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada and each of us irrevocably attorn to the exclusive jurisdiction of the courts of Ontario.

6.4 Remedies. Each of You and Us hereby acknowledges and agrees that an award of money damages may be inadequate for any breach of this Letter Agreement by any party hereto or its representatives and advisors and that such breach may cause the non-breaching party hereto irreparable harm. Accordingly, each of us agrees that, in the event of any such breach or threatened breach of this Letter Agreement by You (if We are the breaching party) or Us (if You are the breaching party) will be entitled, without the requirement of posting a bond or other security, to seek equitable relief, including injunctive relief and specific performance. Subject to any other provision hereof, such remedies will not be the exclusive remedies for any breach of this Letter Agreement but will be in addition to all other remedies available hereunder or at law or in equity to each of us.

6.5 Amendment. This Letter Agreement may, at any time and from time to time, be amended by written agreement of the parties hereto.

6.6 Assignment. Neither We nor You may assign its rights or obligations under this Letter Agreement without the prior written consent of the other party hereto.

6.7 Time of the Essence. Time shall be of the essence in this Letter Agreement.

6.8 Binding Effect. This Letter Agreement shall be binding upon and shall enure to the benefit of the parties hereto and Our respective successors and permitted assigns.

6.9 Waiver. Any waiver or release of any of the provisions of this Letter Agreement, to be effective, must be in writing and executed by the party hereto granting such waiver or right.

6.10 Severability. If any provision of this Letter Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Letter Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

6.11 Confidentiality Agreement. Each of us acknowledges that the transactions contemplated by this Agreement are subject to the Confidentiality Agreement, which agreement shall continue in full force and effect, save that Clause 5 of the Confidentiality Agreement is superseded by Clause 2.10 of this Letter Agreement. For greater certainty, any discussions in connection with this Letter Agreement shall be treated by each of us as strictly confidential and shall not (without the prior consent of the other party hereto or as contemplated or provided herein) be disclosed by either of us to any Person other than a director, officer, employee, agent, shareholder or professional advisor of or to You or Us, as applicable, with a need to know for purposes connected with the matters contemplated by this Letter Agreement and then only on a confidential basis and also on the basis that the Party concerned will be liable for any breach of confidentiality by a Person to whom it makes disclosure. In the event of a conflict between the provisions hereof (including Section 2.4 hereof) and any provision of the Confidentiality Agreement, the provisions hereof shall prevail.

6.12 Entire Agreement. This Agreement, together with the Confidentiality Agreement, contains the entire agreement between You and Us with respect to the subject matter hereof and thereof and supersedes all prior agreements and understandings with respect thereto. There are no representations, warranties, covenants or conditions with respect to the subject matter hereof except as contained herein.

6.13 Third Party Rights. This Letter Agreement shall not confer any rights or remedies upon any Person other than each of us and Our respective successors and permitted assigns.

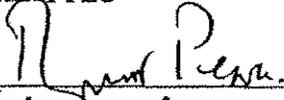
6.14 No Personal Liability. None of Your directors or officers shall have any personal liability whatsoever to Us under this Letter Agreement or any other document delivered in connection with this Letter Agreement or the Arrangement by or on behalf of You. None of Our directors or officers shall have any personal liability whatsoever to You under this Letter Agreement or any other document delivered in connection with this Letter Agreement by or on behalf of Us.

6.15 Execution in Counterparts. This Letter Agreement may be executed in one or more counterparts, each of which shall conclusively be deemed to be an original and all such counterparts collectively shall be conclusively deemed to be one and the same.

By its execution of a copy of this Letter Agreement, You hereby agree to the foregoing terms.

Yours very truly,

INMARSAT PLC

By: 
Name: RUPERT PETRE
Title: GROUP GENERAL COUNSEL

Accepted and agreed this ____ day of March 2007.

STRATOS GLOBAL CORPORATION

By: _____
Name:
Title

By its execution of a copy of this Letter Agreement, You hereby agree to the foregoing terms.

Yours very truly,

INMARSAT PLC

By: _____

Name:

Title:

Accepted and agreed this _____ day of March 2007.

STRATOS GLOBAL CORPORATION

By: _____

Name:

Title:


Name: JAMES J. PARN
Title: CEO & PRESIDENT