

**From:** James Ball  
**Sent:** Wednesday, September 12, 2007 10:02 AM  
**To:** 'Mamlet, Alfred'  
**Cc:** David Strickland; John Copes; Susan OConnell; Francis Gutierrez; Neil Dellar; Erin McGrath; 'robert.franklin@rogers.com'; 'bruce.henoch@stratosglobal.com'; 'amamlet@steptoe.com'; 'tpaoletta@harriswiltshire.com'; 'lfraedrich@kirkland.com'; 'jscarlett@torys.com'; 'Diane\_Cornell@inmarsat.com'; 'John.Janka@LW.com'; 'Jeffrey.Marks@LW.com'; 'nvictory@wileyrein.com'; 'mmanne@wileyrein.com'; 'KAHastings@HHLAW.com'; 'robert.swanson@telenor-usa.com'  
**Subject:** Further Information Concerning the Stratos Application (WC Docket No. 07-73)

Dear Mr. Mamlet:

We request additional information concerning the application of Stratos Global Corporation for consent for the indirect transfer of control of Stratos Global's wholly-owned subsidiaries that provide Commission authorized services from current shareholders to an irrevocable trust for the benefit of CIP Canada Investments Inc. The specific questions are in the attached word document.

Please contact me, David Strickland ((202) 418-0977), or John Copes ((202) 418-1478), if you have questions.

James Ball  
Chief, Policy Division  
International Bureau

**Stratos Global Corp and Robert M. Franklin, Trustee**  
**WC Docket No. 07-73**

*Questions for Applicants*

1. On page seven of the Narrative, Applicants state: “The loan facility is a ten year term loan with an interest rate of 5.75% through December 31, 2010 and 11.5% thereafter (interest is on a “paid in kind basis” until April 14, 2009).” Please explain what you mean by the term “paid in kind.”

2. Please state what you anticipate will be the capitalization of each of Communications Investment Partners Limited (CIP), CIP UK Holdings Ltd, and CIP Canada Investment Inc. assuming a full drawdown by CIP UK Holdings under the loan facility agreement with Inmarsat Finance III Limited. Please also state the anticipated capitalization of the companies, after a full drawdown of the loan facility as aforesaid, on a consolidated basis.

3. Please state what you anticipate will be the debt/equity ratio of each of CIP, CIP UK Holdings Ltd, and CIP Canada Investment Inc. assuming a full drawdown by CIP UK Holdings under the loan facility agreement with Inmarsat Finance III Limited. Please also state the anticipated debt/equity ratio of the companies, after a full drawdown of the loan facility as aforesaid, on a consolidated basis.

4. According to section 4 (b) of the Trust Agreement:

Trustee shall cause any director appointed or elected by it in accordance with this Agreement to execute and deliver to Trustee an agreement, in form and substance acceptable to Trustee, pursuant to which such director agrees that the director will not communicate with Bidco or Inmarsat or their respective officers, directors, employees, stockholders and Affiliates regarding the Company, including the operations or management of Company; provided that any officer of the Company who is also a director may communicate with Inmarsat and its officers, employees and Affiliates regarding commercial matters in the ordinary course of business between the Company and Inmarsat and their respective Affiliates.

Please explain what you mean by communications in the “ordinary course of business” as the phrase is used in this section. What are the type of regular communications between satellite operator and major distributor to which you refer on page three of your September 6, 2007 *ex parte* filing?