Suite 2200
1201 Third Avenue
Seattle, WA 98101-3045

**Joseph D. Weinstein**
206.757.8165 tel
206.757.7165 fax

joeweinstein@dwt.com

September 17, 2010

Mr. Howard J. Symons
Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.
701 Pennsylvania Avenue, N.W.
Washington, D.C. 20004

Re: Response to Sprint Ex Parte Communications

Dear Mr. Symons:

You, on behalf of ICO Global Communications (Holdings) Limited, have asked me to review Sprint's Notices of Ex Parte Communications filings dated September 10, 2010 and September 13, 2010, concerning certain comments that a Mr. Thomas F. Cooney made to certain representatives of the FCC regarding the DBSD 2005 financing documents. You also asked me to provide you with my views whether Mr. Cooney's conclusions regarding the financing documents were accurate. In connection therewith, I have reviewed those filings as well as the ICO North America, Inc. 7.5% Convertible Senior Secured Notes Due 2009, dated August 15, 2005 as supplemented (the "DBSD Indenture"). Also for comparison purposes I reviewed excerpts from a credit agreement in favor of Sprint Nextel Corporation issued at about the same time as the DBSD Indenture. See http://www.sec.gov/Achives/edgar/data/101830/000119312505246453/dex101.htm,

My understanding is that Mr. Cooney's conclusion was that the DBSD convertible facility was "a fairly routine and narrowly tailored debt financing with standard covenants to ensure that the proceeds from the loan were used by DBSD, the entity receiving the loan, to carry out the business plan described to the lenders." He also concluded that the facility did not provide the note holders/trustee with "equity like" rights, at least prior to conversion of the debt into equity.

The DBSD Indenture was part of a convertible debt facility whereby the note purchasers agreed to purchase up to $650,000,000 in senior secured notes bearing interest at the rate of 7.5% and which were convertible, subject to the provisions of the DBSD Indenture, into Class A Common Stock of DBSD North America, Inc. formerly named ICO North America, Inc. ("DBSD") at agreed upon pricing. As such, it not only reflected a lending transaction but also a possible acquisition and investment by the note purchasers whereby they could obtain a significant

percentage of the company and possibly substantially more than simply repayment of their loans with interest.

I agree with Mr. Cooney that the DBSD Indenture contained a number of common debt type provisions such as a requirement to pay the principal and interest on the notes on the dates and in the manner provided in the notes (Section 5.01), maintaining an office or a transfer agent where the notes could be surrendered for transfer or exchange (Section 5.02), pay and cause its subsidiaries to pay all material taxes, assessments and levies (Section 5.05), an agreement not to insist or take advantage of any stay, extension or usury law that may affect the covenants or performance of the DBSD Indenture (Section 5.06), agreement not to permit liens other than the permitted liens defined in the DBSD Indenture (Section 5.12), maintenance of insurance (Section 5.17).

In addition, although the DBSD Indenture contains other covenants that while in general tone are not unusual for certain debt financings, are generally broader or more restrictive than what are often the case. See for example the language concerning restrictions on making dividends (Section 5.08), restrictions on purchasing or redeeming or otherwise acquiring equity interests in the debtor (Sections 5.07, 5.08 and 5.09), the incurrence of debt or providing any guarantees other that certain limited exceptions (Section 5.09), and restrictions on certain asset sales (Section 5.10).

More to the point, the DBSD Indenture also includes a number of other provisions that simply could not be characterized as “fairly routine and narrowly tailored" or "standard covenants to ensure that the proceeds from the loan were used by DBSD, the entity receiving the loan, to carry out the business plan described to the lenders". For example, under the Indenture and prior to any conversion of the notes into equity, DBSD was required:

- to grant in favor of the note holders a right of first refusal or first offer on the issuance of any new indebtedness (Section 5.09),

- to agree to extremely restrictive limitations regarding affiliate transaction where the transaction not only must be on "arms length" terms, but that the company obtain and deliver to the Trustee evidence of the determination by a majority of the disinterested directors for transactions under $1 million, a fairness opinion issued by an accounting, appraisal or investment banking firm of nation standing for transactions involving more than $5 million, and consent of a majority of the outstanding notes for transactions involving more than $10 million (Section 5.11),

- to agree that the company not engage in any business other than the "Permitted Businesses" which was defined in the Confidential Information Memorandum provided to the bondholders (Section 5.12),

- to grant a first right to the note holders to purchase most issuances of equity interests in the company (Section 5.21), and

- to increase the size of its board of directors and to allow the note holders to have a representative on the company's board of debtor's board of directors (Section 5.22).

While any one of these may be seen as merely addressing the protecting the ability of the debtor to repay the loan on its terms, these provisions, especially when coupled with the extent and breadth of the other covenants, go well beyond what a lender would typically expect to receive in all or routine cases. By contrast, the sample excerpts from the Sprint financing document are considerably less restrictive on the business of Sprint than what is required of DBSD and provide no equity like protections. In other words, the lenders to Sprint have significantly less control over Sprint than the lenders to DBSD and the Sprint lenders have no interest other than repayment of their loans.

Also, as Mr. Cooney observed, lenders in financing transactions are not typically afforded equity or equity-like rights. However, the note holders of DBSD debt received, in the DBSD Indenture a number of rights – including the right to a place on the Board of Directors and first option to purchase stock - that would normally be accorded only to equity holders or perhaps to the company's own Board of Directors.

If I can provide any additional information please let me know.

Very truly yours,

Davis Wright Tremaine LLP

Joseph D. Weinstein

Enclosures