

ITSO-DISTRIBUCIÓN LIMITADA

Documento del
Director General y Intelsat

IAC-12-8S W/03/10
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INFORME SOBRE EL ESTADO DEL PROGRAMA DE CONECTIVIDAD VITAL

I. RESUMEN

1. La undécima reunión de la Comisión Consultiva de la ITSO (IAC-11), celebrada en noviembre de 2009, recibió una presentación de la dirección de Intelsat acerca del actual estado financiero de esta última y sus actividades recientes dirigidas a aumentar la cantidad de capacidad de Intelsat a disposición de los usuarios, especialmente con respecto a África.
2. Durante las deliberaciones que siguieron a dicha presentación, varias delegaciones plantearon el tema del programa de conectividad vital en términos del actual estado de los contratos de OCV, en vista de que las obligaciones de conectividad vital (OCV) vencen en 2013.
3. En ese contexto, la IAC tomó nota del acuerdo del Director General en el sentido de preparar para la IAC-12, con asistencia de Intelsat, un informe detallado en el que se aborde el actual estado de los compromisos de OCV en el sistema de Intelsat, incluidas cualesquiera preocupaciones que puedan haber sido planteadas por un cliente de OCV y las respuestas de Intelsat al respecto.
4. La IAC también tomó nota del acuerdo de Intelsat en el sentido de cooperar con el Director General al respecto poniendo a disposición de la ITSO cualquier información que pudiera resultar necesaria en la preparación del presente informe.
5. Este informe sobre el estado del programa de OCV ha sido preparado por el Director General, con la plena cooperación de Intelsat.

II. ANTECEDENTES

6. La undécima reunión de la Comisión Consultiva de la ITSO (IAC-11), celebrada en noviembre de 2009, recibió una presentación de la dirección de Intelsat acerca del actual estado financiero de esta última y sus actividades recientes dirigidas a aumentar la cantidad de capacidad de Intelsat a disposición de los usuarios, especialmente con respecto a África.
7. Durante las deliberaciones que siguieron a dicha presentación, varias delegaciones plantearon el tema del programa de conectividad vital en términos del actual estado de los contratos de OCV ¹ (Adjunto No.1), en vista de que las obligaciones de conectividad vital (OCV) vencen en 2013.

¹ Un contrato OCV tipo fue aprobado como Adjunto No. 4 al documento AP-25-3 DEFINITIVO.

8. En ese contexto, la IAC tomó nota del acuerdo del Director General en el sentido de preparar para la IAC-12, con asistencia de Intelsat, un informe detallado en el que se aborde el actual estado de los compromisos de OCV en el sistema de Intelsat, incluidas cualesquiera preocupaciones que puedan haber sido planteadas por un cliente de OCV y las respuestas de Intelsat al respecto.

9. La Comisión también tomó nota del acuerdo de Intelsat en el sentido de cooperar con el Director General al respecto poniendo a disposición de la ITSO cualquier información que pudiera resultar necesaria en la preparación del presente informe.

III. OBLIGACIONES DE CONECTIVIDAD VITAL (“OCV”)

Obligaciones en el ámbito de la OCV

10. En relación con la privatización de Intelsat, los clientes que novaron sus compromisos de servicios y cumplían determinados criterios de calificación tuvieron la opción de celebrar contratos de OCV (obligación de conectividad vital) con Intelsat. La obligación de conectividad vital (OCV) consiste en lo siguiente:

- (i) protección contra aumentos de tarifas en determinadas circunstancias;
- (ii) renovación de los contratos de servicio según términos anteriores a la privatización, bajo ciertas condiciones; y
- (iii) reducción de tarifas cuando se llega a un factor activador del 15% en el Índice de Precios OCV.

11. Los clientes OCV son los clientes y sus corresponsales ubicados en países que son de bajos ingresos, de baja teledensidad o que dependen del sistema de Intelsat para tener acceso a servicios de telecomunicaciones internacionales y nacionales. Tras la privatización, los clientes nuevos o existentes de Intelsat tienen la posibilidad de optar por recibir el amparo de la OCV para sus contratos en determinadas circunstancias tales como una emergencia temporal (por ejemplo, terremoto, guerra, etc.) o la creación de un nuevo país.

Cesta del Índice de Precios OCV

12. Cuando Intelsat fue privatizada, las Partes buscaron asegurarse de que la transición de una entidad esencialmente cooperativa a una plenamente comercial no afectara en forma adversa a los clientes situados en países de bajos ingresos, de baja teledensidad o dependientes en forma singular del sistema de Intelsat para su acceso a capacidad de servicios de telecomunicaciones internacionales y nacionales (usuarios dependientes). Con esa finalidad, la Asamblea de Partes adoptó los Principios Fundamentales para la privatización, los cuales incluían la protección de los usuarios dependientes con respecto a interrupciones en la capacidad disponible o acciones tarifarias adversas, por un período máximo de doce (12) años tras la privatización.

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13. Los objetivos de la Cesta del Índice de Precios OCV, expresados antes de la privatización, particularmente en el documento BG-129-19 (diciembre de 1999) de la Junta de Gobernadores de INTELSAT, son los siguientes:

- (i) hacer un seguimiento imparcial de los niveles tarifarios generales aplicados a los clientes no calificados para recibir el amparo de la OCV;
- (ii) ofrecer estabilidad y sistematicidad en el tiempo en la determinación de las tarifas OCV, y
- (iii) ser representativos de una proporción considerable, desde el punto de vista del tráfico y de los ingresos, del conjunto de compromisos sujetos a la OCV.

14. Bajo los términos del contrato de OCV, el contenido de la Cesta del Índice de Precios OCV ha de ser revisado por Intelsat en el “cuarto y el octavo aniversarios” de la privatización, es decir, los días 18 de julio de 2005 y de 2009, respectivamente.

15. La Cesta del Índice de Precios OCV estaba compuesta inicialmente por ocho servicios por portadora y tres servicios de alquiler seleccionados por INTELSAT antes de la privatización. Actualmente, la misma consiste en tres servicios por portadora y tres servicios de alquiler, seleccionados como resultado de la revisión efectuada el 18 de julio de 2005.

16. El contrato de OCV también estipula lo siguiente:

- i) *“tras la extinción de la OCV, no habrá nuevas opciones para renovarla²,*
- ii) *tras la extinción de la OCV, no habrá más protección de precios,*
- iii) *el precio vigente durante el período contractual³ posterior a la extinción de la OCV será:*
 - a. *el que regía para ese contrato inmediatamente antes de la extinción de la OCV, o, si es superior*
 - b. *el especificado en las condiciones contractuales ajenas a la OCV para el servicio en cuestión con vigencia en (1) la fecha del cierre, a menos que sea posterior (2) la fecha de la notificación más reciente dada por el cliente... en cuanto al ejercicio de la opción de renovación con respecto a esa OCV”.*

Cálculos del Índice de Precios OCV

17. El contrato de OCV también obliga a Intelsat, en algunas circunstancias, a reducir los precios que cobra para los compromisos de servicios cubiertos por la OCV. En cada aniversario de la fecha de

² La extinción de la OCV significará la fecha del duodécimo aniversario de la fecha de cierre (contrato de OCV no. 4.1). Fecha de cierre significará el 1 de abril de 2001, o la fecha posterior especificada por la Junta de Gobernadores de INTELSAT para el cierre de las transacciones contempladas por el Acuerdo de Reestructuración (contrato de OCV no. 4.1).

³ En caso de que el plazo del contrato vaya más allá de la extinción de la OCV.

privatización, hasta el 18 de julio de 2013, Intelsat está obligada a comparar con un índice de precios especificado en el contrato de OCV los aumentos y rebajas acumulativos de tarifas para sus compromisos de servicios *no* amparados por la OCV. Dicho índice está basado en los precios cobrados por determinados compromisos de servicios. Si el precio medio ponderado cobrado a los clientes *no* OCV, para servicios que se equiparan con los parámetros de los compromisos de servicios enumerados en la cesta, disminuye en forma acumulativa un 15% o más, el contrato de OCV obliga a Intelsat a reducir en el mismo porcentaje las tarifas para todos los compromisos de servicios amparados por la OCV.

Revisión de las obligaciones de Intelsat en el ámbito de la OCV

18. De conformidad con el Artículo X (f) del Acuerdo enmendado, el Director General constata el respeto de Intelsat al Principio Fundamental de atender a los clientes OCV cumpliendo con los contratos de OCV.

Estado actual de los contratos de OCV

19. En el Adjunto No. 2 se presenta información acerca del actual estado de los contratos de OCV al 31 de diciembre de 2009 (incluida la fecha de finalización del contrato).

20. Los principales aspectos de dicha información son los siguientes:

- Hay 94 clientes con contratos de servicios amparados por la OCV
- Del total de 387 contratos de servicios amparados por la OCV, el 50% corresponde a 18 clientes
- Hay 72 clientes con cinco o menos contratos de servicios amparados por la OCV
- El volumen de pedidos retrasados de 2010 para servicios amparados por la OCV equivale a US\$35,1 millones
- Ocho clientes tienen alrededor del 50% del volumen total de pedidos retrasados para servicios amparados por la OCV
- Veintiséis clientes tienen alrededor del 80% del volumen total de pedidos retrasados para servicios amparados por la OCV

Preocupaciones planteadas por cualquier cliente de OCV y respuestas de Intelsat a dichas preocupaciones

21. En 2007 varios clientes OCV⁴ informaron al Director General que habían enviado una carta a Intelsat dando así inicio al mecanismo de solución amistosa contemplado en el Artículo 4.7 del contrato de OCV. Dichos clientes también solicitaron al Director General que les brindara asistencia bajo los términos del Artículo 4.02 del Acuerdo de Servicios Públicos, a fin de procurar llegar a un acuerdo con Intelsat acerca de los términos y condiciones que pudieran constituir la base de una

⁴ Se trataba de los siguientes clientes OCV: Camtel, Ministerio de Comunicaciones y Transporte de la República de Zambia, Togo Telecom, Sonatel, Ministerio de Telecomunicaciones de la República Libanesa, MTN Uganda, TelOne y Telkom Kenya.

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solución amistosa⁵. Intelsat respondió a esas cartas en detalle, exponiendo su posición de por qué los reclamos, en su opinión, carecían de validez (en el Adjunto No. 3 se presentan copias de las cartas enviadas a Intelsat y las respuestas de ésta a dichos clientes),

22. Tras la solicitud de los clientes OCV, la ITSO celebró varias reuniones con Intelsat, sin que fuera posible llegar a una solución en cuanto a los temas atinentes al Índice de Precios OCV identificados por dichos clientes. La ITSO les informó sobre ese resultado y, de conformidad con el Artículo 4.01 del Acuerdo de Servicios Públicos, indicó a un experto para el caso en que los clientes OCV decidieran pasar a un arbitraje contra Intelsat.

23. Tras las explicaciones proporcionadas por Intelsat, expuestas en el Adjunto No. 3, los clientes OCV no tomaron ninguna medida posterior.

El camino por delante

24. A fin de facilitar aún más la transición para los clientes con contratos de OCV que vencen, Intelsat está contemplando un programa especial de renovación que se ofrecería únicamente a dichos clientes. Intelsat ha consultado y coordinado con el Director General, y seguirá haciéndolo, en relación con los términos y condiciones de dicho programa especial de renovación.

25. El programa se sigue elaborando, pero tal como se lo contempla actualmente, sus principales características serían las siguientes:

Elegibilidad:

A fin de calificarse para acogerse al programa especial de renovación, un cliente debe:

- tener uno o más contratos de OCV vigentes (el programa especial de renovación se aplicaría únicamente a dichos contratos);
- no tener, en el momento de cada renovación, ningún saldo deudor no pagado (de existir esos saldos no pagados, Intelsat podrá permitirle al cliente participar en el programa especial de renovación previo acuerdo sobre un cronograma de reembolso satisfactorio para la misma);
- tener un historial de pago positivo;
- acordar términos de prepago;
- proporcionar una garantía, conforme proceda;
- el programa no se ofrecería a un cliente cuya elegibilidad inicial para la OCV se haya basado en el hecho de ser un corresponsal de un cliente elegible para la OCV.

⁵ Los clientes OCV sostuvieron (i) “que los cálculos del Índice de Precios OCV, efectuados anualmente por Intelsat desde la novación de los contratos de servicios al 18 de julio de 2001, no se realizaron de conformidad con las disposiciones del contrato de OCV aprobado por la Asamblea de Partes y la Junta de Gobernadores”; (ii) “que el examen de la Cesta del Índice de Precios OCV, correspondiente al cuarto aniversario, efectuado en julio de 2005, no se realizó en forma acorde con las disposiciones del contrato de OCV aprobado por la Asamblea de Partes y la Junta de Gobernadores”, y (iii) “que Intelsat no aplicó la metodología de cálculo que había convenido con la ITSO”. Intelsat no está de acuerdo con esas aseveraciones y sostiene que realizó todos los cálculos del Índice de Precios OCV y todas las modificaciones de la Cesta del Índice de Precios OCV en forma exacta y apropiada.

Renovación:

- Intelsat garantizaría a cada cliente la posibilidad de renovar su acceso a la cantidad y tipo de segmento espacial contratados en el marco de su contrato de OCV que vence, con sujeción a la disponibilidad de capacidad (en cuanto a los servicios por portadora, Intelsat garantizaría un caudal equivalente [en Mbps] para el servicio renovado).
- Cada renovación debería convenirse con una antelación considerable con respecto a la fecha de vencimiento del actual contrato de OCV del cliente.
- El plazo de renovación sería de cinco años o hasta el final de la vida útil para maniobras en órbita del satélite usado actualmente por el cliente, de ambas fechas la que ocurra antes, e Intelsat otorgaría derechos de renovación adicionales en el futuro, con sujeción a los mismos tipos de condiciones que las de la renovación original.

Antes de celebrar una renovación, Intelsat podrá efectuar análisis gratuitos de los servicios de cada cliente, así como de las tecnologías nuevas, equipos disponibles, posibles mejoras y servicios gestionados, a fin de determinar si puede ofrecerle a dicho cliente soluciones más económicas. En ciertos casos, como resultado de aquellos análisis, Intelsat podrá recomendar que se efectúen mejoras a los equipos del cliente, como elemento esencial para poder ofrecer un uso más eficiente del ancho de banda y poder garantizar el caudal equivalente.

Precios:

- Los precios para la renovación inicial y las posteriores serían según términos y tarifas vigentes en el momento de cada renovación, incluidos descuentos en función del plazo, y los precios convenidos estarían protegidos durante el plazo del contrato.

26. Intelsat elaboraría un contrato estándar para ese programa, con otros términos comerciales normales.

IV. CONCLUSIÓN

27. El Director General recibe con beneplácito comentarios acerca del informe que antecede, elaborado en cooperación con Intelsat, así como todo asesoramiento que la IAC pueda brindar sobre acciones ulteriores.

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ADJUNTO NO. 1 al
IAC-12-8S W/03/10

CONTRATO DE OCV (ADJUNTO NO. 4 AL DOCUMENTO AP-25-3 DEFINITIVO)

CONTRATO DE OCV

(Condiciones contractuales de la obligación de conectividad vital)

Adjunto No. [] al

CONTRATO DE NOVACIÓN

Instrucciones al cliente: Además de las restantes condiciones que rigen los contratos de servicios que ha suscrito con Intelsat, parte o la totalidad de sus contratos podrían tener derecho a protección en virtud de la obligación de conectividad vital (en adelante, la "protección de la OCV") descrita en la sección 4 infra. **Si desea solicitar protección de la OCV, sírvase llenar las secciones 1, 2 y 3 de este documento y firme sobre la línea que aparece en la página [] 1, y remítalo a Intelsat, a: []**

CONSIDERANDO que la Asamblea de Partes, la Reunión de Signatarios y la Junta de Gobernadores de INTELSAT han tomado determinadas decisiones para ofrecer protección de la OCV a los contratos pertinentes suscritos entre clientes calificados e Intelsat;

CONSIDERANDO que el cliente e Intelsat son partes del Contrato de Novación, en el cual se establecen las condiciones de los contratos suscritos por el cliente e Intelsat;

CONSIDERANDO que el cliente desea que la protección de la OCV se aplique a ciertos contratos regidos por el Contrato de Novación, y que Intelsat ha acordado brindar dicha protección de la OCV, supeditada a las siguientes condiciones contractuales de la OCV;

POR TANTO, tomando en consideración los acuerdos y compromisos mutuos contenidos en este documento, el cliente e Intelsat convienen en lo siguiente:

1. Cliente

(Indique el nombre de su empresa u organización. Favor utilizar letra de imprenta):

2. **Contratos de Servicios OCV**. El cliente solicita protección de la OCV para los siguientes contratos:

(Marque uno)

____ (i) Todos los contratos suscritos entre el cliente e Intelsat, o entre el corresponsal del cliente e Intelsat, de conformidad con lo que figura en el Adjunto No. 1 al Contrato de Novación, o

____ (ii) Los contratos enumerados a continuación
(Indique los números del pedido de servicio [SVO]); de ser necesario, adjunte hojas adicionales):

3. **Criterios de amparo de la OCV**. Todo contrato puede quedar amparado por la OCV si cumple con uno de los cinco criterios enumerados a continuación. Sírvase indicar todos los criterios que pueden aplicarse al contrato o contratos indicados en la sección 2 *supra*.

(Indique cuál o cuáles corresponden a su caso)

____ (a) **Amparo por ingreso/teledensidad**. De conformidad con un pedido de servicio o un plan de transmisión para capacidad alquilada aprobados para el o los contratos, el cliente utiliza una o más estaciones terrenas ubicadas en un país que para la fecha del cierre: (i) coincide con la definición de "ingreso bajo" según los últimos datos publicados entonces por el Banco Internacional de Reconstrucción y Fomento ("Banco Mundial"); o bien, (ii) tenga una teledensidad de menos de tres, según los últimos datos publicados entonces por la Unión Internacional de Telecomunicaciones.

(Indique cuál es el país con bajo ingreso/baja teledensidad) _____

____ (b) **Amparo por solicitud**. El cliente, y/o su corresponsal en nombre del cliente, presentó una solicitud para protección de la OCV el 1 de agosto del 2000 o antes, fundamentándose en el hecho de que no existe otro proveedor de un servicio equivalente al contemplado en el o los contratos, y dicha solicitud fue aprobada por la Asamblea de Partes de INTELSAT de conformidad con la

determinación favorable de la Junta de Gobernadores de INTELSAT y la recomendación de la Dirección de INTELSAT.

- _____ (c) **Amparo por corresponsal.** El o los contratos no cumplen las condiciones de los puntos (a) o (b) *supra*; sin embargo, de conformidad con un pedido de servicio o un plan de transmisión para capacidad alquilada aprobados para el o los contratos, en la fecha del cierre el cliente es corresponsal de uno o más clientes que tienen derecho a la protección de la OCV en virtud de lo enunciado en los incisos (a) o (b) y que han firmado un Contrato de OCV que rige dicho servicio.

(Indique cuál es su corresponsal o corresponsales por OCV calificados)

- _____ (d) **Amparo por urgencia.** En virtud de un pedido de servicio o de un plan de transmisión para capacidad alquilada aprobados para el o los contratos, el cliente utiliza una o más estaciones terrenas ubicadas en un país que se enfrenta a una situación de urgencia (por ejemplo, un terremoto o una guerra) pasajera (a saber, de una duración máxima de seis meses) y que, como consecuencia directa, pierde todas las conectividades, excepto las que ofrece INTELSAT, con un país corresponsal que también figura en el pedido de servicio o el plan de transmisión aprobados.

(Indique cuál es el país que atraviesa una situación de urgencia) _____
y también

(Indique cuál es el país corresponsal) _____

- _____ (e) **Amparo por nuevo país.** En virtud de un pedido de servicio o de un plan de transmisión para capacidad alquilada aprobados para el o los contratos, el cliente utiliza una o más estaciones terrenas ubicadas en un país creado después de la fecha del cierre, y dicho contrato o contratos tendrían derecho a la protección de la OCV de conformidad con lo enunciado en los precedentes incisos (a) o (b).

(Indique cuál es el nuevo país) _____

4. Protección de la OCV

4.1 Definiciones.

Por ***fecha del cierre*** se entenderá el 1 de abril del 2001 o una fecha posterior determinada por la Junta de Gobernadores de INTELSAT para culminar las gestiones previstas en el Convenio de Reestructuración.

Por ***contrato*** se entenderá cada contrato o acuerdo de compromiso de servicios descrito en el Adjunto No. 1 al Contrato de Novación, enmendado periódicamente por escrito y según las condiciones contractuales estipulados en el Adjunto No. 2 al Contrato de Novación.

Por ***Contrato de OCV*** se entenderá el presente acuerdo, en el cual se establecen las condiciones contractuales de la obligación de conectividad vital que regirán los Contratos de Servicios OCV descritos en el Adjunto A al presente documento.

Por ***Contratos de Servicios OCV*** se entenderá el contrato de servicios suscrito entre un cliente e Intelsat, sujeto a la protección de la OCV y descrito en el Apéndice A al presente documento, enmendado periódicamente por escrito. En el caso de los servicios por portadora o canal, el Contrato de Servicios OCV se refiere a la asignación de servicios descrita en el Apéndice A.

Por ***fecha de vigencia de la OCV*** se entenderá la fecha del cierre o, en caso de una solicitud de protección de la OCV después de la fecha del cierre, la fecha en que Intelsat firme el Contrato de OCV.

Por ***Criterio de amparo OCV*** se entenderán los criterios enumerados en la sección 3.

Por ***extinción de la OCV*** se entenderá el duodécimo (12.º) aniversario de la fecha del cierre.

Por ***índice de precios OCV*** se entenderá el índice descrito en el Apéndice B al presente documento, integrado por niveles tarifarios de referencia fundamentales correspondientes tanto a servicios por portadora como de alquiler de transpondedores, convertidos a unidades anuales equivalentes de 36 MHz, calculando la media ponderada según los ingresos, donde 30 de septiembre del 2000 equivale a 100. El índice de precios OCV se calculará en cada aniversario de la fecha del cierre. En caso de una reducción en el precio de un Contrato de Servicios OCV de conformidad con lo estipulado en la sección 4.3(b) *infra*, el índice de precios OCV se volverá a fijar en 100. En el cuarto y el octavo aniversarios de la

fecha del cierre, Intelsat examinará la cesta del índice de precios OCV para cerciorarse de que representa las tendencias de uso de los Contratos de Servicios OCV vigentes en ese momento. Se entregará un nuevo Apéndice B al cliente, que formará parte de estas condiciones contractuales de la OCV.

Por **protección de la OCV** se entenderá la opción de renovación de la OCV descrita en la sección 4.2 y la protección de precios descrita en la sección 4.3, supeditada a las limitaciones expuestas allí, así como en las secciones 4.4 y 4.5.

Por **período de renovación de la OCV** se entenderá el lapso en el cual se renueva o prorroga un Contrato de Servicios OCV, de conformidad con el ejercicio de la opción de renovación de la OCV contenida en la sección 4.2.

Por **condiciones contractuales ajenas a la OCV** se entenderán las condiciones contractuales, incluido el precio, que no sean las contenidas en este Contrato de OCV y que rigen el servicio prestado en virtud de un Contrato de Servicios OCV.

4.2 Opción de renovación de la OCV. A partir de la fecha de vigencia de la OCV y hasta su extinción, el cliente tendrá la opción de renovar cada Contrato de Servicios OCV, supeditado a las siguientes condiciones:

- (a) En lo atinente a cada Contrato de Servicios OCV, el cliente notificará por escrito a Intelsat que está ejerciendo la opción de renovación para ese Contrato de servicios OCV.
 - (i) En lo atinente a cada Contrato de Servicios OCV para servicios de alquiler de transpondedores o de restablecimiento de cables, dicha notificación deberá hacerse por lo menos treinta (30) días antes del vencimiento de dicho Contrato de Servicios OCV, o antes si así lo estipulan las condiciones contractuales ajenas a la OCV vigentes en ese momento para la renovación de los servicios de alquiler de transpondedores o de restablecimiento de cables.
 - (ii) En lo atinente a cada Contrato de Servicios OCV para servicios que no sean los descritos en la sección 4.2(a)(i), podrá darse esa notificación en cualquier momento antes del vencimiento del compromiso de servicios correspondiente, o antes si así lo estipulan las condiciones contractuales ajenas a la OCV vigentes en ese momento para el servicio en cuestión.

- (b) En ningún caso será el período de renovación de la OCV menor a un (1) año. Supeditado a lo anteriormente expuesto, el cliente puede renovar el Contrato de Servicios OCV por cualquier plazo permitido en virtud de las condiciones contractuales ajenas a la OCV aplicables al servicio en cuestión, incluida una duración mayor o menor que la del Contrato de Servicios OCV antes de ejercerse la opción de renovación.
- (c) Supeditado a la protección de precios señalada en la sección 4.3 de estas condiciones contractuales de la OCV, el precio del Contrato de Servicios OCV durante el período de renovación de la OCV equivaldrá al precio determinado en las condiciones contractuales ajenas a la OCV vigentes en ese momento para el servicio en cuestión de una duración, ancho de banda, tipo y otras características solicitadas por el cliente. Por ejemplo, podrá aplicarse a un Contrato de Servicios OCV de cinco años la opción de renovación de la OCV por un año más, y el precio durante ese año será el vigente en ese momento para un plazo de un año, reducido, si corresponde, de acuerdo con la protección de precios estipulada en la sección 4.3.
- (d) En lo atinente a cada Contrato de Servicios OCV, el cliente podrá ejercer la opción de renovación de la OCV en forma consecutiva, con la salvedad de que la protección de la OCV se extinguirá con la OCV.

4.3 Protección de precios

- (a) El precio que se cobre por el Contrato inmediatamente después de la fecha del cierre, si se renueva el Contrato, durante el período de renovación de la OCV no será mayor que el aplicado al contrato inmediatamente antes de la fecha del cierre. En lo atinente a un Contrato de Servicios OCV firmado después de dicha fecha, el precio correspondiente al período de renovación no será mayor que el precio inicial cobrado por ese Contrato de Servicios OCV.
- (b) Evaluación anual. En cada aniversario de la fecha del cierre, si el índice de precios OCV es igual a 85 o menos, el precio del Contrato de Servicios OCV se modificará de la siguiente manera: se multiplicará el precio por el índice y se dividirá el producto por 100. Cada vez que el precio se reduzca de esa manera, el índice de precios OCV se volverá a fijar en 100. Las facturas correspondientes al ciclo de facturación inmediatamente posterior a la realización de ese cálculo reflejarán el precio modificado.
- (c) Ningún Contrato de Servicios OCV por un plazo de diez años o más para servicios por canal/portadora o de alquiler de transpondedores tendrá derecho a la reducción de precios indicada en esta misma sección 4.3.

- (d) A partir del cuarto aniversario de la fecha del cierre, ningún cliente tendrá derecho a la reducción de precios a que pudiere haber lugar según lo estipulado en esta misma sección 4.3, en relación con los cargos que excedan el uno por ciento (1%) del total de ingresos obtenidos por Intelsat en concepto de utilización de satélites durante los doce meses finalizados en la fecha del cierre. Ese tope a la reducción de precios se aplicará en forma proporcional a todos los Contratos de Servicios OCV que el cliente tenga vigentes en el aniversario correspondiente, de la siguiente manera: {fórmula por especificar }.

4.4 Corresponsales

- (a) Si el cliente recibe protección de la OCV para un contrato únicamente en virtud del criterio de amparo por corresponsal, según lo definido en la sección 3(c), y para ese contrato deja de ser corresponsal de un cliente OCV calificado (por ejemplo, si el compromiso de servicio del corresponsal por OCV calificado vence antes que el del cliente y no se renueva bajo las disposiciones de la protección de la OCV), seguirá beneficiándose, para dicho contrato, con la protección de precios hasta su vencimiento, pero ya no tendrá más la opción de renovación de la OCV. En la medida en que lo permitan las condiciones contractuales ajenas a la OCV vigentes en ese momento para el servicio en cuestión, el cliente podrá trasladar dentro del sistema Intelsat el servicio objeto del contrato.
- (b) Si el cliente recibe protección de la OCV para un contrato sobre la base de los criterios de amparo especificados en las secciones 3(a), 3(b) o 3(e), el cliente tendrá el derecho absoluto en todo momento de pasar la conexión a otro corresponsal dentro del mismo país o región que el primer corresponsal, o en el caso de un arreglo de tránsito, de pasar la conexión a otro corresponsal dentro de un país o región igual o diferente, mientras lo haga de manera que cumpla en todo otro respecto con las condiciones ajenas a la OCV correspondientes al servicio en cuestión. Ese corresponsal nuevo tendrá derecho a la protección de la OCV de conformidad con lo estipulado en la sección 3(c) para cualquier conexión establecida conforme a la Sección 4.4(b).

- 4.5 Situaciones de urgencia.** Si se ha aceptado poner al contrato bajo la protección de la OCV únicamente en función del criterio de amparo por urgencia, según se define en la sección 3(d), las protecciones de precio y de capacidad caducarán (i) seis (6) meses después de la fecha de vigencia de la OCV, según se la define en la sección 4.1, o si sucede antes, (ii) al establecerse otras fuentes de conectividad.

4.6 Extinción de la OCV. Si el plazo de alguno de los contratos descritos en el Apéndice A trasciende la extinción de la OCV, dicho contrato seguirá siendo vinculante y exigible de conformidad con sus propias condiciones, con las siguientes exclusiones:

- (a) tras la extinción de la OCV, no habrá nuevas opciones para renovarla;
- (b) tras la extinción de la OCV, no habrá más protección de precios;
- (c) el precio vigente durante el período contractual posterior a la extinción de la OCV será:
 - (i) el que regía para ese contrato inmediatamente antes de la extinción de la OCV;
 - o, si es superior,
 - (ii) el especificado en las condiciones contractuales ajenas a la OCV para el servicio en cuestión con vigencia en (1) la fecha del cierre, a menos que sea posterior (2) la fecha de la notificación más reciente dada por el cliente en virtud de la sección 4.2(a) en cuanto al ejercicio de la opción de renovación con respecto a esa OCV.

4.7 Exigibilidad y solución de controversias. Sin perjuicio de ningún otro acuerdo entre el cliente e Intelsat en relación con la solución de controversias, toda controversia que no se pueda solucionar mediante conversaciones y de común acuerdo, y que se relacione o se vincule con las presentes condiciones contractuales de las obligaciones de conectividad vital, o con su sentido, interpretación, aplicación o violación, incluida toda controversia contractual sobre un Contrato de Servicios OCV, se solucionará, a solicitud de Intelsat o del cliente, mediante arbitraje de conformidad con el Reglamento de arbitraje de la Cámara de Comercio Internacional ante un tribunal de tres árbitros nombrados en virtud de dicho reglamento. Los principios de Derecho generalmente aceptados se aplicarán a cualquiera de esas controversias. La sede del arbitraje será la ciudad de París (Francia). Los árbitros tendrán noventa (90) días desde la fecha de constitución del tribunal arbitral para recibir alegatos y expedirse por escrito. El laudo de los árbitros tendrá carácter definitivo y vinculante para Intelsat y el cliente, sin apelación posible.

5. Continuidad del servicio. En lo que respecta a cualquier Contrato de Servicios OCV que al extinguirse la OCV venza o siga vigente, Intelsat hará todo lo posible para asegurarse de que, al vencer dicho contrato, la capacidad de segmento espacial usada al respecto esté disponible para la continuidad del servicio en cuestión, y velará además por que las tarifas correspondientes sigan estando a un nivel razonable.

Sin perjuicio de lo que antecede, Intelsat no estará obligada de ninguna forma bajo el presente Contrato de OCV a emplazar capacidad substitutiva, sea en órbita inclinada o estable, para garantizar la continuidad de un servicio de restablecimiento de cables que a la fecha del cierre se prestaba en órbita inclinada.

6. Para evitar el abuso de la protección de la OCV con respecto a servicios de alquiler de transpondedores en los que participen clientes OCV calificados y sus corresponsales, si con criterio razonable Intelsat determina que la participación de un cliente OCV calificado en el contrato correspondiente a un servicio de alquiler de transpondedores no representa, por parte del cliente, un uso de buena fe de su parte proporcional del servicio de alquiler, Intelsat se reserva el derecho, supeditado a los derechos de solución de controversias que le competen al cliente según lo describe la sección 4.7, de negar o revocar la protección de la OCV para el contrato en cuestión, o de limitar dicha protección a la parte del contrato o contratos que represente las conectividades vitales efectivas entre el o los clientes OCV calificados y los corresponsales.
7. Asimismo, siempre para evitar el abuso de la protección de la OCV, y sin perjuicio de los derechos del cliente bajo las condiciones contractuales ajenas a la OCV para ciertos servicios en el sentido de modificar (en forma que no afecte el valor actualizado neto de la prestación) el volumen de capacidad utilizada para un cierto servicio en un momento dado, Intelsat se reserva el derecho de negar o revocar la protección de la OCV con respecto a cualquier servicio para el que el cliente haya aumentado el volumen de capacidad utilizada en un momento dado.
8. El cliente declara y garantiza que el o los contratos enumerados en la sección 2 tienen derecho a la protección de la OCV por las razones indicadas en la sección 3. Supeditado a los derechos de solución de controversias que le competen según lo describe la sección 4.7, el cliente reconoce que Intelsat no estará obligada a aceptar su solicitud de amparo de la OCV a menos que, con criterio razonable, determine que los contratos enumerados en la sección 2 tienen derecho a la protección de la OCV de conformidad con los criterios de amparo enumerados en la sección 3.

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Por medio de su firma al pie, el cliente e Intelsat agregan los contratos enumerados en la sección 2 a la lista de Contratos de Servicios OCV que aparece en el Apéndice A a las presentes condiciones contractuales de OCV, enmendándolos en forma acorde.

Por el cliente:

Firma: _____
Aclaración: _____
Cargo: _____
Fecha: _____

Por Intelsat:

Firma: _____
Aclaración: _____
Cargo: _____
Fecha: _____

LISTA DE CONTRATOS DE SERVICIOS OCV

Apéndice A al
CONTRATO DE OCV

[formato semejante al del Adjunto 1 al Contrato de Novación]

ÍNDICE DE PRECIOS OCV

Apéndice B al

CONTRATO DE OCV

NOTA: La siguiente cesta del índice de tarificación OCV es sólo una muestra tomada del documento BG-131-15 (Rev. 1), Adjunto No. 5, Supuesto 2. La cesta definitiva se preparará, para su posterior aprobación, sobre la base de datos vigentes al 30 de septiembre del 2000.

del índice de tarificación OCV

Componentes de las tarifas por portadora ⁽¹⁾	Ponderación de la cesta ⁽²⁾	Tarifa anual por unidades equivalentes de 36 Mhz ⁽³⁾ (en miles de US\$)	Tarifa mensual del Manual de Tarifas de INTEL SAT (julio del 99) (US\$)
C1 IDR, 1 año, tipo A, 2 Mb, FEC ¾	24%	1.915	9.975
C2 IDR, sin comp., tipo A, 2 Mb, FEC ¾	17%	2.489	12.965
C3 IDR, 1 año, tipo A, 1 Mb, FEC ¾	12%	2.006	5.225
C4 IDR, 5 años, tipo A, 2 Mb, FEC ¾	12%	1.496	7.790
C5 IBS, sin comp., tipo A, 2 Mb, FEC ¾	9%	1.750	12.965
C6 IDR, sin comp., tipo A, 1 Mb, FEC ¾	9%	2.607	6.790
C7 IBS, 5 años, tipo A, 2 Mb, FEC ¾	6%	1.052	7.790
C8 IBS, 1 año, tipo A, 2 Mb, FEC ¾	6%	1.347	9.975
Subtotal servicios por portadora	94%		

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Componentes de las tarifas por alquiler ⁽¹⁾	Ponderación de la cesta ⁽²⁾	Tarifa anual por unidades equivalentes de 36 MHz ⁽³⁾ (en miles de US\$)	Tarifa anual del Manual de Tarifas de INTELSAT (julio de 1999) (en miles de US\$)
L1 No interrump., normal, banda Ku pincel, 36MHz, 5 años	3%	1.770	1.770
L2 No interrump., normal, banda C, H/Z/P, 36MHz, 5 años	3%	1.440	1.440
Subtotal servicios de alquiler	6%		
Total			
Índice de precios OCV por unidad (en millones de US\$)			100%
equivalente de 36MHz ⁽⁴⁾ igual a 100			\$1,92

(1) Para el cálculo de la cesta, pueden haberse aglomerado componentes parecidos de las tarifas.

(2) La ponderación de la cesta de tarifas corresponde al total de ingresos de los componentes de las tarifas por OCV que la integran.

(3) Los factores de conversión a unidades equivalentes de 36 MHz se basan en cargas de red efectivas.

(4) El cálculo de la cesta de tarifas no incluye los descuentos por suscripción y renovación de compromisos que pudieran estar vigentes en virtud de las condiciones contractuales de INTELSAT en noviembre del 2000. Tampoco incluye ajustes por factores tarifarios que no figuren en las condiciones contractuales vigentes en noviembre del 2000, ni el tráfico por canal o interrumpible.

ITSO-DISTRIBUCIÓN LIMITADA

ADJUNTO NO. 2 al
IAC-12-8S W/03/10

ESTADO DE LOS CONTRATOS DE OCV AL 31 DE DICIEMBRE DE 2009

Fecha: 4º trimestre de 2009

ASUNTO: Estadísticas sobre los servicios amparados por la OCV, al 31 de diciembre de 2009

Oferta de servicio	Servicios amparados por la OCV			
	Número	Capacidad reservada	Volumen de pedidos retrasados acumulados (US\$ millones)	Cuentas por cobrar (US\$ millones)
Servicios de transpondedor	40	908 MHz	82,4	
Servicios por canal	347	452.360 kbits	57,6	
Total	387		140	US\$48 Total US\$2< 61 días

El volumen total acumulado de pedidos retrasados correspondientes a servicios no amparados por la OCV era de US\$9.277 millones.

- Hay 94 clientes con contratos de servicios amparados por la OCV.
- Del total de 387 contratos de servicios amparados por la OCV, el 50% corresponde a 18 clientes.
- Hay 72 clientes con cinco o menos contratos de servicios amparados por la OCV.
- El volumen acumulado de pedidos retrasados de servicios amparados por la OCV es de US\$35,1 millones en 2010.
- Ocho clientes tienen aproximadamente el 50% del volumen total de pedidos retrasados de servicios amparados por la OCV.
- Veintiséis clientes tienen aproximadamente el 80% del volumen total de pedidos retrasados de servicios amparados por la OCV.

- fin -

PAIS_FACTURADOR	NOMBRE DEL CLIENTE	Tipo de servicio	Orden serv.	Fin de serv.
Argelia	Algerie Telecom Satellite SPA	Servs. transpondedor	6607-01	2/28/10
Angola	Angola Telecom	Servicios por canal	101080	10/31/10
Angola	Angola Telecom	Servicios por canal	101081	9/30/15
Angola	Angola Telecom	Servicios por canal	300781	4/2/11
Angola	Angola Telecom	Servicios por canal	300782	4/2/11
Angola	Angola Telecom	Servicios por canal	302558	5/26/11
Angola	Angola Telecom	Servicios por canal	302559	5/26/11
Angola	Angola Telecom	Servicios por canal	303600	10/31/10
Angola	Angola Telecom	Servicios por canal	303747	9/30/15
Angola	Angola Telecom	Servicios por canal	303943	9/30/15
Angola	Angola Telecom	Servicios por canal	307570	9/30/15
Angola	Angola Telecom	Servicios por canal	309271	9/30/15
Angola	Angola Telecom	Servicios por canal	310743	10/31/10
Angola	Angola Telecom	Servicios por canal	312747	9/30/15
Angola	Angola Telecom	Servicios por canal	F6755	9/30/15
Angola	Angola Telecom	Servicios por canal	F7717	9/30/15
Angola	Angola Telecom	Servs. transpondedor	7478	4/30/13
Armenia	ArmenTel CJSC	Servicios por canal	601646	9/30/10
Armenia	ArmenTel CJSC	Servicios por canal	601647	9/30/10
Armenia	ArmenTel CJSC	Servicios por canal	601648	4/11/11
Armenia	ArmenTel CJSC	Servicios por canal	601649	9/30/10
Armenia	ArmenTel CJSC	Servicios por canal	601650	9/30/10
Armenia	ArmenTel CJSC	Servicios por canal	601651	9/30/10
Reino Unido	Arqiva Limited	Servs. transpondedor	6006-MPL1	10/31/11
Senegal	Asecna (Mdg)	Servs. transpondedor	6942	10/31/12
Senegal	Asecna (Mdg)	Servs. transpondedor	6943	10/31/15
Bangladesh	Bangladesh Telecommunications Company Limited	Servicios por canal	300707	9/30/15
Bangladesh	Bangladesh Telecommunications Company Limited	Servicios por canal	302418	9/30/15
Bangladesh	Bangladesh Telecommunications Company Limited	Servicios por canal	306805	9/30/15
Bangladesh	Bangladesh Telecommunications Company Limited	Servicios por canal	309869	9/30/15
Bangladesh	Bangladesh Telecommunications Company Limited	Servicios por canal	400210	8/13/16
Bangladesh	Bangladesh Telecommunications Company Limited	Servicios por canal	402518	9/30/15
Bangladesh	Bangladesh Telecommunications Company Limited	Servicios por canal	403561	8/21/17
Bangladesh	Bangladesh Telecommunications Company Limited	Servicios por canal	405211	12/3/15
Bangladesh	Bangladesh Telecommunications Company Limited	Servicios por canal	405476	9/30/15
Bangladesh	Bangladesh Telecommunications Company Limited	Servicios por canal	405501	9/30/15
Bangladesh	Bangladesh Telecommunications Company Limited	Servicios por canal	406933	9/30/15
Bangladesh	Bangladesh Telecommunications Company Limited	Servicios por canal	406934	4/22/16
Bangladesh	Bangladesh Telecommunications Company Limited	Servicios por canal	407055	9/30/15
Bangladesh	Bangladesh Telecommunications Company Limited	Servicios por canal	410300	9/30/15
Bangladesh	Bangladesh Telecommunications Company Limited	Servicios por canal	F6560	9/30/15
Bangladesh	Bangladesh Telecommunications Company Limited	Servicios por canal	G3124	9/30/15
Bangladesh	Bangladesh Telecommunications Company Limited	Servicios por canal	G3586	9/30/15
Bangladesh	Bangladesh Telecommunications Company Limited	Servicios por canal	G4001	9/30/15
Bangladesh	Bangladesh Telecommunications Company Limited	Servicios por canal	G6053	9/30/15
Bahrein	Batelco Bahrain (Bahrain Telecom. Co.)	Servicios por canal	312181	9/30/15
Bahrein	Batelco Bahrain (Bahrain Telecom. Co.)	Servicios por canal	314017	9/30/15
Bahrein	Batelco Bahrain (Bahrain Telecom. Co.)	Servicios por canal	E7492	9/30/15
Bahrein	Batelco Bahrain (Bahrain Telecom. Co.)	Servicios por canal	G1436	9/30/13
Botswana	Botswana Telecomm. Corp.	Servicios por canal	306215	9/30/15
Botswana	Botswana Telecomm. Corp.	Servicios por canal	307072	9/30/15
Botswana	Botswana Telecomm. Corp.	Servicios por canal	312304	9/30/15
Botswana	Botswana Telecomm. Corp.	Servicios por canal	G2916	9/30/15
Sta. Helena	Cable & Wireless (Ascension Island)	Servicios por canal	411487	9/30/15
Singapur	Cable & Wireless (Diego Garcia)	Servicios por canal	305680	9/30/13
Falkland Islands (Malvinas)	Cable & Wireless (Falklands Islands)	Servicios por canal	311814	9/28/12
Falkland Islands (Malvinas)	Cable & Wireless (Falklands Islands)	Servicios por canal	311818	9/30/15
Seychelles	Cable & Wireless (Seychelles)	Servicios por canal	310924	9/30/15
Seychelles	Cable & Wireless (Seychelles)	Servicios por canal	401243	5/13/14
Seychelles	Cable & Wireless (Seychelles)	Servicios por canal	403350	9/30/15
Sta. Helena	Cable & Wireless (St. Helena)	Servicios por canal	411483	9/30/15
Sta. Helena	Cable & Wireless (St. Helena)	Servicios por canal	411486	9/30/15
Panamá	Cable & Wireless Panamá	Servicios por canal	302272	9/30/14
Reino Unido	Cable & Wireless UK	Servicios por canal	301845	9/30/15
Reino Unido	Cable & Wireless UK	Servicios por canal	311177	9/30/12
Reino Unido	Cable & Wireless UK	Servicios por canal	401214	9/30/15
Reino Unido	Cable & Wireless UK	Servicios por canal	411484	5/29/12
Reino Unido	Cable & Wireless UK	Servs. transpondedor	7953	7/16/11
Camérún	Cameroon Telecommunications (Camtel)	Servicios por canal	409116	9/30/15
Tailandia	CAT Telecom Public Company Limited	Servicios por canal	303034	9/30/11
Tailandia	CAT Telecom Public Company Limited	Servicios por canal	401565	9/30/11
Tailandia	CAT Telecom Public Company Limited	Servicios por canal	408464	9/30/11
Tailandia	CAT Telecom Public Company Limited	Servicios por canal	E7202	9/30/11
Taiwán	Chunghwa Telecom (CHT-I)	Servicios por canal	300161	9/30/11
Taiwán	Chunghwa Telecom (CHT-I)	Servicios por canal	312194	9/30/11
Taiwán	Chunghwa Telecom (CHT-I)	Servicios por canal	312574	9/30/11
Taiwán	Chunghwa Telecom (CHT-I)	Servicios por canal	601418	9/30/11

PAIS FACTURADOR	NOMBRE DEL CLIENTE	Tipo de servicio	Orden serv.	Fin de serv.
Cote D'Ivoire	CI-Telecom	Servicios por canal	302594	9/30/15
Cote D'Ivoire	CI-Telecom	Servicios por canal	309763	9/30/12
Cote D'Ivoire	CI-Telecom	Servicios por canal	310337	9/30/12
Cote D'Ivoire	CI-Telecom	Servicios por canal	313349	9/30/12
Cote D'Ivoire	CI-Telecom	Servicios por canal	313362	6/30/13
Cote D'Ivoire	CI-Telecom	Servicios por canal	315923	9/30/15
Cote D'Ivoire	CI-Telecom	Servicios por canal	405744	9/30/15
Cote D'Ivoire	CI-Telecom	Servicios por canal	405846	6/20/14
Cote D'Ivoire	CI-Telecom	Servicios por canal	405903	9/30/15
Cote D'Ivoire	CI-Telecom	Servicios por canal	409063	9/30/15
Cote D'Ivoire	CI-Telecom	Servicios por canal	409178	9/30/15
Cote D'Ivoire	CI-Telecom	Servicios por canal	409179	9/30/15
Mongolia	Civil Aviation Authority of Mongolia	Serv. transpondedor	7129	8/16/18
Maldivas	Dhiraagu Pvt. Ltd.	Servicios por canal	407934	9/30/15
Maldivas	Dhiraagu Pvt. Ltd.	Servicios por canal	407935	9/30/15
Djibouti	Djibouti Telecom	Servicios por canal	300427	9/30/15
Brasil	Embratel	Servicios por canal	310441	9/30/10
Brasil	Embratel	Servicios por canal	J4712	9/30/10
Mozambique	Empresa Nacional De Telecoms Mozambique	Servicios por canal	301703	4/2/12
Mozambique	Empresa Nacional De Telecoms Mozambique	Servicios por canal	301967	5/10/21
Mozambique	Empresa Nacional De Telecoms Mozambique	Servicios por canal	311043	4/2/12
Mozambique	Empresa Nacional De Telecoms Mozambique	Servicios por canal	311331	9/30/11
Mozambique	Empresa Nacional De Telecoms Mozambique	Servicios por canal	314433	5/10/21
Mozambique	Empresa Nacional De Telecoms Mozambique	Servicios por canal	G0538	9/30/11
Eritrea	Eritrea Telecommunication Services Corporation	Servicios por canal	309231	9/30/14
Eritrea	Eritrea Telecommunication Services Corporation	Servicios por canal	309232	9/30/14
Etiopia	Ethiopian Telecomm. Corporation	Servicios por canal	300474	9/30/15
Etiopia	Ethiopian Telecomm. Corporation	Servicios por canal	301714	9/30/15
Etiopia	Ethiopian Telecomm. Corporation	Servicios por canal	309482	9/30/15
Etiopia	Ethiopian Telecomm. Corporation	Servicios por canal	G0675	9/30/15
Etiopia	Ethiopian Telecomm. Corporation	Servicios por canal	G0677	9/30/15
Emiratos Arabes Unidos	Etisalat Emirates Telecom Corp	Servicios por canal	311466	9/30/15
Emiratos Arabes Unidos	Etisalat Emirates Telecom Corp	Servicios por canal	406943	3/15/10
Emiratos Arabes Unidos	Etisalat Emirates Telecom Corp	Servicios por canal	406944	9/30/15
Francia	Francia Telecom	Servicios por canal	301463	9/30/10
Francia	Francia Telecom	Servicios por canal	301640	12/15/11
Francia	Francia Telecom	Servicios por canal	305777	9/30/15
Francia	Francia Telecom	Servicios por canal	309521	9/30/10
Francia	Francia Telecom	Servicios por canal	311303	9/30/10
Francia	Francia Telecom	Servicios por canal	312461	9/30/15
Francia	Francia Telecom	Servicios por canal	407091	9/30/14
Francia	Francia Telecom	Servicios por canal	407163	9/30/15
Francia	Francia Telecom	Servicios por canal	408664	9/30/15
Francia	Francia Telecom	Servicios por canal	408676	9/30/15
Francia	Francia Telecom	Servicios por canal	409320	9/30/12
Francia	Francia Telecom	Servicios por canal	411847	9/30/15
Francia	Francia Telecom	Servicios por canal	600651	9/30/14
Francia	Francia Telecom	Servicios por canal	601469	9/30/15
Francia	Francia Telecom	Servicios por canal	601471	9/30/10
Francia	Francia Telecom	Servicios por canal	E3635	9/30/15
Francia	Francia Telecom	Servicios por canal	G1606	9/30/14
Francia	Francia Telecom	Servicios por canal	G4651	9/30/15
Micronesia, Estados Federados de	FSM Telecommunications Corp.	Servicios por canal	408860	9/30/15
Micronesia, Estados Federados de	FSM Telecommunications Corp.	Servicios por canal	408861	9/30/15
Micronesia, Estados Federados de	FSM Telecommunications Corp.	Servicios por canal	408862	9/30/15
Micronesia, Estados Federados de	FSM Telecommunications Corp.	Servicios por canal	408863	9/30/15
Micronesia, Estados Federados de	FSM Telecommunications Corp.	Servicios por canal	408864	9/30/15
Micronesia, Estados Federados de	FSM Telecommunications Corp.	Servicios por canal	408866	9/30/15
Micronesia, Estados Federados de	FSM Telecommunications Corp.	Servicios por canal	408868	9/30/15
Micronesia, Estados Federados de	FSM Telecommunications Corp.	Servicios por canal	408875	9/30/15
Uzbekistán	JSC Uzbektelecom	Servicios por canal	G1019	3/31/12
Japón	KDDI Corporation	Servicios por canal	306193	12/28/10
Japón	KDDI Corporation	Servicios por canal	407056	10/30/12
Japón	KDDI Corporation	Servicios por canal	F7026	7/30/12
Japón	KDDI Corporation	Servicios por canal	G1437	7/30/12
Corea, Rep. de	KT Corporation	Servicios por canal	305403	9/30/12
Corea, Rep. de	KT Corporation	Servicios por canal	305876	9/30/15
Corea, Rep. de	KT Corporation	Servicios por canal	306683	9/30/12
Corea, Rep. de	KT Corporation	Servicios por canal	314069	9/30/12
Corea, Rep. de	KT Corporation	Servicios por canal	409448	9/30/12
Corea, Rep. de	KT Corporation	Servicios por canal	G6054	9/30/12
Malawi	Malawi Telecomms Limited	Servicios por canal	301796	9/30/15
Malawi	Malawi Telecomms Limited	Servicios por canal	302777	9/30/15
Malawi	Malawi Telecomms Limited	Servicios por canal	307080	9/30/15
Malawi	Malawi Telecomms Limited	Servicios por canal	310535	9/30/15
Malawi	Malawi Telecomms Limited	Servicios por canal	315929	9/30/15
Malawi	Malawi Telecomms Limited	Servicios por canal	G0606	9/30/15

PAIS FACTURADOR	NOMBRE DEL CLIENTE	Tipo de servicio	Orden serv.	Fin de serv.
Islas Marshall	Marshall Islands Nat'l Telecom Authority	Servicios por canal	408766	9/30/15
Mauritania	Mauritel	Servicios por canal	300197	6/30/13
Mauritania	Mauritel	Servicios por canal	310873	6/30/13
Mauritania	Mauritel	Servicios por canal	315805	4/9/16
Mauritania	Mauritel	Servicios por canal	315924	9/26/17
Mauritania	Mauritel	Servicios por canal	G4652	9/30/15
Mauricio	Mauritius Telecom Ltd.	Servicios por canal	402772	9/30/13
Mauricio	Mauritius Telecom Ltd.	Servicios por canal	403349	9/30/14
Mauricio	Mauritius Telecom Ltd.	Servicios por canal	412007	9/30/13
Mauricio	Mauritius Telecom Ltd.	Servs. transpondedor	6211	10/31/15
Mauricio	Mauritius Telecom Ltd.	Servs. transpondedor	8366	7/14/11
Alemania	Media Broadcast GmbH	Servicios por canal	316801	Sin comprom.
Equatorial Guinea	Ministerio Transportes Y Comunicaciones	Servicios por canal	306302	10/11/13
Equatorial Guinea	Ministerio Transportes Y Comunicaciones	Servicios por canal	309460	10/31/16
Kuwait	Ministry Of Communications (Kuwait)	Servicios por canal	E8900	9/30/12
Kuwait	Ministry Of Communications (Kuwait)	Servicios por canal	G1344	9/30/12
Corea, R.P.D.	Ministry Of Post & Telecommunications (North Korea)	Servicios por canal	306194	9/30/15
Corea, R.P.D.	Ministry Of Post & Telecommunications (North Korea)	Servicios por canal	307031	9/30/15
Corea, R.P.D.	Ministry Of Post & Telecommunications (North Korea)	Servicios por canal	314054	11/5/11
Kirguistán	Ministry Of Transport & Comm. (Kgzt)	Servicios por canal	303082	9/30/14
Kirguistán	Ministry Of Transport & Comm. (Kgzt)	Servicios por canal	303151	9/30/14
Kirguistán	Ministry Of Transport & Comm. (Kgzt)	Servicios por canal	304454	9/30/14
Tuvalu	Ministry Of Works & D Comm. (Tuvalu)	Servs. transpondedor	6264	9/29/11
Tuvalu	Ministry Of Works & D Comm. (Tuvalu)	Servs. transpondedor	6265	9/30/11
Mongolia	Mongolia Telecom	Servicios por canal	304604	9/30/13
Mongolia	Mongolia Telecom	Servicios por canal	G0972	9/30/13
Mongolia	Mongolia Telecom	Servs. transpondedor	6883	5/27/10
Mongolia	Mongolia Telecom	Servs. transpondedor	7002	4/15/12
Myanmar	Myanmar Posts and Telecommunications (MPT)	Servicios por canal	303033	Sin comprom.
Myanmar	Myanmar Posts and Telecommunications (MPT)	Servicios por canal	305404	Sin comprom.
Myanmar	Myanmar Posts and Telecommunications (MPT)	Servicios por canal	307401	Sin comprom.
Myanmar	Myanmar Posts and Telecommunications (MPT)	Servicios por canal	312575	Sin comprom.
Myanmar	Myanmar Posts and Telecommunications (MPT)	Servicios por canal	312705	Sin comprom.
Myanmar	Myanmar Posts and Telecommunications (MPT)	Servicios por canal	E3819	Sin comprom.
Myanmar	Myanmar Posts and Telecommunications (MPT)	Servicios por canal	F7013	Sin comprom.
Myanmar	Myanmar Posts and Telecommunications (MPT)	Servicios por canal	F7027	Sin comprom.
Myanmar	Myanmar Posts and Telecommunications (MPT)	Servicios por canal	F7566	Sin comprom.
Myanmar	Myanmar Posts and Telecommunications (MPT)	Servs. transpondedor	7318	8/27/10
Nepal	Nepal Doorsanchar Company Limited	Servicios por canal	302216	9/30/15
Nepal	Nepal Doorsanchar Company Limited	Servicios por canal	305877	9/30/15
Nepal	Nepal Doorsanchar Company Limited	Servicios por canal	312367	9/30/10
Nepal	Nepal Doorsanchar Company Limited	Servicios por canal	401510	9/30/15
Nepal	Nepal Doorsanchar Company Limited	Servicios por canal	409272	10/14/15
Nepal	Nepal Doorsanchar Company Limited	Servicios por canal	409274	9/30/10
Nepal	Nepal Doorsanchar Company Limited	Servicios por canal	409304	9/30/15
Nepal	Nepal Doorsanchar Company Limited	Servicios por canal	409528	9/30/15
Nepal	Nepal Doorsanchar Company Limited	Servs. transpondedor	6057	9/30/16
Nepal	Nepal Doorsanchar Company Limited	Servs. transpondedor	7688	6/30/10
Nepal	Nepal Doorsanchar Company Limited	Servs. transpondedor	8692	12/19/11
Omán	Oman Telecommunications Company	Servicios por canal	315895	9/30/14
Burkina Faso	Onatel Burkina Faso	Servicios por canal	315399	9/30/15
Burundi	Onatel Burundi	Servicios por canal	314350	10/24/15
Burundi	Onatel Burundi	Servicios por canal	G1605	9/30/15
Burundi	Onatel Burundi	Servicios por canal	G1631	9/30/15
Polinesia Francesa	OPT French Polynesia (OCE)	Servicios por canal	412451	9/30/10
Polinesia Francesa	OPT French Polynesia (OCE)	Servicios por canal	412452	9/30/10
Polinesia Francesa	OPT French Polynesia (OCE)	Servicios por canal	412453	9/30/10
Polinesia Francesa	OPT French Polynesia (OCE)	Servicios por canal	412454	9/30/10
Polinesia Francesa	OPT French Polynesia (OCE)	Servicios por canal	412456	9/30/10
Polinesia Francesa	OPT French Polynesia (OCE)	Servicios por canal	412457	9/30/10
Polinesia Francesa	OPT French Polynesia (OCE)	Servs. transpondedor	10008	10/31/11
Polinesia Francesa	OPT French Polynesia (OCE)	Servs. transpondedor	10240	12/14/11
Polinesia Francesa	OPT French Polynesia (OCE)	Servs. transpondedor	7716	6/14/10
Australia	Optus	Servicios por canal	408602	9/30/11
Pakistán	Pakistan Telecommunication Co. Ltd.	Servicios por canal	306267	6/30/13
Pakistán	Pakistan Telecommunication Co. Ltd.	Servicios por canal	308237	9/30/12
Pakistán	Pakistan Telecommunication Co. Ltd.	Servicios por canal	312555	6/30/13
Pakistán	Pakistan Telecommunication Co. Ltd.	Servicios por canal	312803	6/30/13
Pakistán	Pakistan Telecommunication Co. Ltd.	Servicios por canal	314003	9/30/14
Pakistán	Pakistan Telecommunication Co. Ltd.	Servicios por canal	314070	7/23/13
Pakistán	Pakistan Telecommunication Co. Ltd.	Servicios por canal	315896	11/9/12
Pakistán	Pakistan Telecommunication Co. Ltd.	Servicios por canal	402270	9/30/14
Pakistán	Pakistan Telecommunication Co. Ltd.	Servicios por canal	402926	9/30/14
Pakistán	Pakistan Telecommunication Co. Ltd.	Servicios por canal	403268	9/30/14
Pakistán	Pakistan Telecommunication Co. Ltd.	Servicios por canal	403915	6/30/13
Pakistán	Pakistan Telecommunication Co. Ltd.	Servicios por canal	409275	6/30/13
Pakistán	Pakistan Telecommunication Co. Ltd.	Servicios por canal	G1345	9/30/14

PAIS FACTURADOR	NOMBRE DEL CLIENTE	Tipo de servicio	Orden serv.	Fin de serv.
Pakistán	Pakistan Telecommunication Co. Ltd.	Servs. transpondedor	2192	1/31/11
Palau	Palau National Communications Corp.	Servicios por canal	409685	Sin comprom.
Palau	Palau National Communications Corp.	Servicios por canal	409686	Sin comprom.
Portugal	PT Comunicacoes, S.A.	Servicios por canal	303602	12/31/10
Portugal	PT Comunicacoes, S.A.	Servicios por canal	312725	6/30/10
Portugal	PT Comunicacoes, S.A.	Servicios por canal	314429	11/26/11
Portugal	PT Comunicacoes, S.A.	Servicios por canal	G0537	6/30/10
Portugal	PT Comunicacoes, S.A.	Servicios por canal	F6756	Sin comprom.
Portugal	PT Comunicacoes, S.A.	Servicios por canal	F7718	Sin comprom.
Senegal	Radiodiffusion Television Senegalaise	Servs. transpondedor	7484	7/17/13
Arabia Saudita	Saudi Telecom Company	Servicios por canal	314379	9/30/11
Arabia Saudita	Saudi Telecom Company	Servicios por canal	402934	6/30/10
Arabia Saudita	Saudi Telecom Company	Servicios por canal	403269	6/30/10
Arabia Saudita	Saudi Telecom Company	Servicios por canal	405155	9/30/12
Arabia Saudita	Saudi Telecom Company	Servicios por canal	405184	6/30/10
Arabia Saudita	Saudi Telecom Company	Servicios por canal	600172	9/30/11
Arabia Saudita	Saudi Telecom Company	Servicios por canal	403914	Sin comprom.
Arabia Saudita	Saudi Telecom Company	Servicios por canal	408180	Sin comprom.
Singapur	Singapore Telecommunications Limited	Servicios por canal	312386	9/30/15
Singapur	Singapore Telecommunications Limited	Servicios por canal	F6559	9/30/11
Singapur	Singapore Telecommunications Limited	Servicios por canal	303360	Sin comprom.
Singapur	Singapore Telecommunications Limited	Servicios por canal	312706	Sin comprom.
Singapur	Singapore Telecommunications Limited	Servicios por canal	D0713	Sin comprom.
Togo	Societe Des Telecommunications Du Togo	Servicios por canal	301639	9/30/15
Togo	Societe Des Telecommunications Du Togo	Servicios por canal	304460	9/30/10
Togo	Societe Des Telecommunications Du Togo	Servicios por canal	309263	4/4/14
Togo	Societe Des Telecommunications Du Togo	Servicios por canal	311661	11/4/13
Togo	Societe Des Telecommunications Du Togo	Servicios por canal	313350	5/14/10
Comoras	Societe Nat'l Posts & Telecoms-Comoros	Servicios por canal	305776	9/30/15
Níger	Societe Nigerienne De Telecomms.	Servicios por canal	302767	6/30/13
Níger	Societe Nigerienne De Telecomms.	Servicios por canal	409190	6/30/13
Níger	Societe Nigerienne De Telecomms.	Servs. transpondedor	2947-01	8/31/18
Islas Salomón	Solomon Telekom (Soltel)	Servicios por canal	408642	12/11/11
Islas Salomón	Solomon Telekom (Soltel)	Servicios por canal	408643	12/31/13
Islas Salomón	Solomon Telekom (Soltel)	Servs. transpondedor	2724	5/31/19
Guinea	Sotelgui	Servicios por canal	309804	9/30/15
Guinea	Sotelgui	Servicios por canal	405845	10/23/15
Sri Lanka	Sri Lanka Telecom	Servicios por canal	303966	6/15/12
Sri Lanka	Sri Lanka Telecom	Servicios por canal	305764	9/30/15
Sri Lanka	Sri Lanka Telecom	Servicios por canal	308502	12/9/13
Sri Lanka	Sri Lanka Telecom	Servicios por canal	312296	9/30/15
Sri Lanka	Sri Lanka Telecom	Servicios por canal	401443	9/30/15
Sudán	Sudatel	Servicios por canal	301920	9/30/15
Sudán	Sudatel	Servicios por canal	305782	9/30/15
Sudán	Sudatel	Servicios por canal	306238	9/30/15
Sudán	Sudatel	Servicios por canal	314179	9/30/15
Sudán	Sudatel	Servicios por canal	G4022	9/30/15
Swazilandia	Swaziland Posts & Telecommunications Corporation	Servicios por canal	G2046	Sin comprom.
Tanzania	Tanzania Telecommunications Company Ltd.	Servicios por canal	307052	9/30/15
Tanzania	Tanzania Telecommunications Company Ltd.	Servicios por canal	307067	9/30/15
Tanzania	Tanzania Telecommunications Company Ltd.	Servicios por canal	307131	9/30/15
Tanzania	Tanzania Telecommunications Company Ltd.	Servicios por canal	G0608	9/30/15
Tanzania	Tanzania Telecommunications Company Ltd.	Servs. transpondedor	6475	9/30/16
Tanzania	Tanzania Telecommunications Company Ltd.	Servs. transpondedor	6550	10/31/15
Canadá	Tata Communications (Canada) ULC	Servicios por canal	TDMA-306765	Sin comprom.
Canadá	Tata Communications (Canada) ULC	Servs. transpondedor	2805	7/1/16
Canadá	Tata Communications (Canada) ULC	Servs. transpondedor	6688-MPL2	1/29/12
India	Tata Communications Limited	Servicios por canal	405223	9/30/10
India	Tata Communications Limited	Servicios por canal	409529	9/30/12
India	Tata Communications Limited	Servicios por canal	410685	9/30/10
India	Tata Communications Limited	Servicios por canal	E7493	9/30/12
India	Tata Communications Limited	Servicios por canal	E8901	9/30/10
Groenlandia	Tele Greenland	Servs. transpondedor	2017	6/30/17
Argentina	Telecom Argentina	Servicios por canal	315347	8/24/14
Bhután	Telecom Bhutan	Servicios por canal	308903	12/13/13
Camboya	Telecom Cambodia (TC)	Servicios por canal	303396	2/25/10
Camboya	Telecom Cambodia (TC)	Servicios por canal	310036	2/25/10
Camboya	Telecom Cambodia (TC)	Servicios por canal	313285	2/25/10
Camboya	Telecom Cambodia (TC)	Servicios por canal	408839	2/25/10
Camboya	Telecom Cambodia (TC)	Servicios por canal	E7201	2/25/10
Camboya	Telecom Cambodia (TC)	Servicios por canal	G2546	2/25/10
Haití	Telecom Haiti	Servs. transpondedor	6688-MPL1	1/29/12
Lesotho	Telecom Lesotho	Servicios por canal	301267	9/30/15
Lesotho	Telecom Lesotho	Servicios por canal	302779	9/30/15
Madagascar	Telecom Malagasy	Servicios por canal	302266	10/3/11
Madagascar	Telecom Malagasy	Servicios por canal	311325	11/3/12
Madagascar	Telecom Malagasy	Servicios por canal	E3636	9/30/15

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Madagascar	Telecom Malagasy	Servs. transpondedor	6370	5/31/16
Namibia	Telecom Namibia, Ltd.	Servicios por canal	307571	12/15/11
Vanuatu	Telecom Vanuatu Ltd.	Servicios por canal	408856	9/30/15
Argentina	Telefónica Argentina	Servicios por canal	402362	9/30/12
España	Telefónica De España, S.A.	Servicios por canal	300198	12/31/11
España	Telefónica De España, S.A.	Servicios por canal	405151	1/30/10
España	Telefónica De España, S.A.	Servicios por canal	405185	12/31/11
España	Telefónica De España, S.A.	Servicios por canal	301968	Sin comprom.
Austria	Telekom Austria Ag	Servicios por canal	309459	Sin comprom.
Malasia	Telekom Malaysia Berhad (128740-P)	Servicios por canal	409262	Sin comprom.
Malasia	Telekom Malaysia Berhad (128740-P)	Servicios por canal	300708	9/30/10
Malasia	Telekom Malaysia Berhad (128740-P)	Servicios por canal	408884	9/30/10
Malasia	Telekom Malaysia Berhad (128740-P)	Servicios por canal	F7567	9/30/10
Italy	Telespazio S.P.A.	Servs. transpondedor	G2545	9/30/10
Yemen, Rep. de	Teleyemen (Yemen Intl Telecom)	Servicios por canal	8159	3/9/10
Yemen, Rep. de	Teleyemen (Yemen Intl Telecom)	Servicios por canal	405894	9/30/15
Yemen, Rep. de	Teleyemen (Yemen Intl Telecom)	Servicios por canal	600413	9/30/15
Papua Nueva Guinea	Telikom PNG Limited	Servicios por canal	E4931	9/30/15
Papua Nueva Guinea	Telikom PNG Limited	Servicios por canal	408853	9/30/15
Papua Nueva Guinea	Telikom PNG Limited	Servs. transpondedor	408855	9/30/15
Kenya	Telkom Kenya Limited	Servicios por canal	6003	9/2/12
Kenya	Telkom Kenya Limited	Servicios por canal	309670	5/6/14
Kenya	Telkom Kenya Limited	Servicios por canal	311461	4/27/15
Kenya	Telkom Kenya Limited	Servicios por canal	311465	9/30/12
Kenya	Telkom Kenya Limited	Servicios por canal	313182	9/30/12
Kenya	Telkom Kenya Limited	Servicios por canal	314213	9/30/15
Kenya	Telkom Kenya Limited	Servicios por canal	314349	10/24/15
Kenya	Telkom Kenya Limited	Servicios por canal	601470	9/30/15
Kenya	Telkom Kenya Limited	Servicios por canal	601499	9/30/15
Kenya	Telkom Kenya Limited	Servicios por canal	E4257	9/30/15
Kenya	Telkom Kenya Limited	Servicios por canal	F6032	9/30/15
Kenya	Telkom Kenya Limited	Servicios por canal	G4987	9/30/15
Kenya	Telkom Kenya Limited	Servicios por canal	TDMA-313007	Sin comprom.
Kenya	Telkom Kenya Limited	Servicios por canal	TDMA-313009	Sin comprom.
Kenya	Telkom Kenya Limited	Servicios por canal	TDMA-313745	Sin comprom.
Kenya	Telkom Kenya Limited	Servs. transpondedor	2654	7/17/15
Sudáfrica	Telkom SA Limited	Servicios por canal	300428	9/30/12
Sudáfrica	Telkom SA Limited	Servicios por canal	301797	9/30/12
Sudáfrica	Telkom SA Limited	Servicios por canal	303944	9/30/12
Sudáfrica	Telkom SA Limited	Servicios por canal	305730	9/30/12
Sudáfrica	Telkom SA Limited	Servicios por canal	311120	9/30/12
Sudáfrica	Telkom SA Limited	Servicios por canal	311425	9/30/12
Sudáfrica	Telkom SA Limited	Servicios por canal	402612	9/30/12
Sudáfrica	Telkom SA Limited	Servicios por canal	402613	9/30/12
Sudáfrica	Telkom SA Limited	Servicios por canal	TDMA-307320	Sin comprom.
Zimbabwe	TelOne (Pvt) Ltd.	Servicios por canal	310536	9/30/12
Zimbabwe	TelOne (Pvt) Ltd.	Servicios por canal	405837	9/30/14
Zimbabwe	TelOne (Pvt) Ltd.	Servicios por canal	406817	9/30/14
Zimbabwe	TelOne (Pvt) Ltd.	Servicios por canal	406839	9/30/14
Zimbabwe	TelOne (Pvt) Ltd.	Servicios por canal	407017	9/30/14
Zimbabwe	TelOne (Pvt) Ltd.	Servs. transpondedor	6684	6/30/10
Tonga	Tonga Communications Corporation	Servicios por canal	408708	9/30/15
Tonga	Tonga Communications Corporation	Servicios por canal	408710	9/30/15
Tonga	Tonga Communications Corporation	Servicios por canal	408711	9/30/15
Turquía	Türk Telekomunikasyon A.S.	Servicios por canal	307482	9/30/15
Estados Unidos	Naciones Unidas	Servs. transpondedor	10078	7/31/11
Estados Unidos	Naciones Unidas	Servs. transpondedor	8601	6/30/10
Estados Unidos	Naciones Unidas	Servs. transpondedor	2776	6/30/13
Vietnam	Vietnam Posts & Telecommunications Corp.	Servicios por canal	300162	9/30/10
Vietnam	Vietnam Posts & Telecommunications Corp.	Servicios por canal	306684	4/29/10
Vietnam	Vietnam Posts & Telecommunications Corp.	Servicios por canal	408504	9/30/10
Vietnam	Vietnam Posts & Telecommunications Corp.	Servicios por canal	408506	4/30/10
Vietnam	Vietnam Posts & Telecommunications Corp.	Servicios por canal	408507	9/30/10
Vietnam	Vietnam Posts & Telecommunications Corp.	Servicios por canal	408508	9/30/10
Vietnam	Vietnam Posts & Telecommunications Corp.	Servicios por canal	D9949	6/30/10
Vietnam	Vietnam Posts & Telecommunications Corp.	Servicios por canal	F9558	9/30/10
Vietnam	Vietnam Posts & Telecommunications Corp.	Servicios por canal	G1066	9/30/10
Vietnam	Vietnam Posts & Telecommunications Corp.	Servicios por canal	303395	Sin comprom.
Noruega	Vizada VSAT AS	Servs. transpondedor	6006-MPL2	10/31/11
Ghana	Zain Communications (Ghana) Limited	Servicios por canal	306277	9/30/10
Zambia	Zambia Telecommunications Company Ltd.	Servicios por canal	315631	9/30/12
Zambia	Zambia Telecommunications Company Ltd.	Servicios por canal	601472	9/30/12
Zambia	Zambia Telecommunications Company Ltd.	Servicios por canal	601498	9/30/15
Zambia	Zambia Telecommunications Company Ltd.	Servicios por canal	TDMA-306764	Sin comprom.
Zambia	Zambia Telecommunications Company Ltd.	Servicios por canal	TDMA-307308	Sin comprom.
Zambia	Zambia Telecommunications Company Ltd.	Servicios por canal	TDMA-307319	Sin comprom.
Zambia	Zambia Telecommunications Company Ltd.	Servs. transpondedor	6444	8/14/15

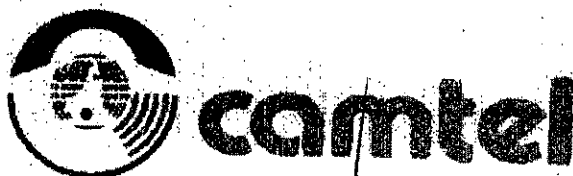
LCO Protected Services as of 31 Dec 2009

PAIS FACTURADOR	NOMBRE DEL CLIENTE	Tipo de servicio	Orden serv.	Fin de serv.
Tanzanía	Zanzibar Telecom Limited (Tza)	Servicios por canal	314211	1/24/11
Tanzanía	Zanzibar Telecom Limited (Tza)	Servicios por canal	314963	1/24/12

ITSO-DISTRIBUCIÓN LIMITADA

ADJUNTO NO. 3 al
IAC-12-8S W/03/10

CARTAS ENVIADAS A INTELSAT Y RESPUESTAS DE ÉSTAS
(en su versión original)

N° 098 /DG/DF/DRIT

Yaoundé le 11 JUIL 2007

TO

Intelsat Global Sales and Marketing Ltd. (U.K.)
Building 3, Chiswick Park
566 Chiswick High Road
London W4 5YA
Royaume-Uni
Télécopie : 44 208 899 6194

Objet : Mécanisme de protection des prix LCO
Règlement des différends (article 4.7 du contrat LCO)

Messieurs,

Ce courrier se rapporte à notre contrat LCO daté du 18 juillet 2001 et au mécanisme de protection des prix LCO.

Conformément aux décisions que l'Assemblée des Parties a prises à sa 25^e session (en novembre 2000), qui ont créé le mécanisme de l'indice des prix LCO il y a plus de cinq ans, le Directeur général de l'ITSO a engagé des pourparlers avec Intelsat afin de clarifier la méthode de calcul du panier de l'indice des prix LCO (appendice B au contrat LCO) sans parvenir à un accord satisfaisant.

À la suite de l'exposé qu'Intelsat a présenté au Groupe ad hoc LCO qui a été créé par l'Assemblée des Parties à sa 31^e session (en mars 2007) et des recommandations formulées par le Groupe ad hoc LCO, nous considérons ce qui suit : a) le calcul de l'ajustement des prix LCO effectué tous les ans par Intelsat depuis la novation de notre contrat de service à partir du 18 juillet 2001 ainsi que b) la révision du panier de l'indice réalisée en juillet 2005 n'ont pas été faits conformément aux dispositions du contrat LCO et de l'appendice B du contrat LCO tels qu'ils ont été approuvés par le Conseil des Gouverneurs d'INTELSAT avant la privatisation. De plus, la méthode de calcul convenue entre Intelsat et l'ITSO conformément à la lettre d'Intelsat du 2 décembre 2003 n'a jamais été appliquée par Intelsat. De surcroît, Intelsat a confirmé dans ses lettres de déclaration de la direction relatives aux calculs de l'indice des prix LCO de 2002 et 2003 que ces calculs avaient été « effectués conformément aux dispositions du contrat LCO tel qu'il a été approuvé par l'Assemblée des Parties et le Conseil des Gouverneurs d'INTELSAT avant la privatisation. » (Non souligné dans le texte).

CAMEROON TELECOMMUNICATIONS

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Téléc. 00237 CAMTEL Fax : (237) 223 03 03

Site Web : www.camtel.cm N° contributeur M 0998 0000 9853 C

En conséquence :

- (i) La réduction de prix aurait dû être calculée à partir d'un prix de base de 1,92 million de dollars, comme cela avait été approuvé par le Conseil des Gouverneurs (puisque le prix de base de 1,71 million de dollars utilisé par Intelsat n'a jamais été approuvé ni par le Conseil des Gouverneurs, ni par l'Assemblée des Parties).
- (ii) Tous les calculs annuels de l'indice des prix LCO auraient dû être effectués conformément à la méthode de calcul qui avait été convenue avec Intelsat et qui était décrite dans la lettre d'Intelsat du 2 décembre 2003.
- (iii) La révision du panier de l'indice des prix LCO du quatrième anniversaire aurait dû être réalisée conformément aux objectifs définis dans le document BG-129-19, et doit être modifiée en conséquence.
- (iv) La révision du panier de l'indice des prix LCO du quatrième anniversaire n'aurait pas dû se traduire par une réduction du prix de base (à moins qu'une réduction des prix n'ait effectivement été accordée au client LCO). Au lieu de cela, elle aurait dû être limitée au contenu (à savoir les éléments et leurs coefficients de pondération) du panier de l'indice des prix LCO.
- (v) Un calcul définitif du trop-perçu doit être basé sur l'application de la méthode de calcul indiquée plus haut à l'alinéa (ii).

Selon les calculs annuels de l'indice des prix LCO effectués par Intelsat, la première réduction de prix (15,23 %) aurait dû être appliquée le 18 juillet 2003 si Intelsat avait retenu le prix de base de 1,92 million de dollars tel qu'il avait été approuvé par le Conseil des Gouverneurs. Par conséquent, nos factures auraient dû tenir compte de cette réduction de prix de 15,23 % du 18 juillet 2003 jusqu'à l'expiration de notre contrat. Le montant total de cette réduction de prix à laquelle nous pouvons prétendre jusqu'en décembre 2006 aurait dû être de trois millions trois cent quarante huit mille cent quatre vingt seize USD, onze cents (\$3 348 196,11) sans préjudice de toute autre déduction à calculer en tenant compte du calcul définitif du trop-perçu indiqué plus haut à l'alinéa (v).

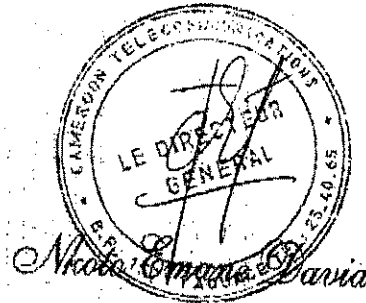
Conformément aux conditions générales de notre contrat de service, un taux d'intérêt annuel de 16 % par an est également applicable, comme l'indique la pièce jointe n° 1.

Nous demandons donc officiellement par la présente qu'Intelsat rembourse la totalité des sommes surfacturées de juillet 2003 à décembre 2006, en y ajoutant les intérêts applicables, comme l'indique en détail la pièce jointe n° 1, dans un délai de 15 jours après réception de cette lettre.

En outre, à la date de réception de cette lettre se déclenche le mécanisme de règlement à l'amiable prévu à l'article 4.7 du contrat LCO. À cet effet, et conformément à l'article 4.02 de l'Accord de Services Publics, nous demandons que le Directeur général de l'ITSO nous aide à chercher un accord avec vous sur les conditions qui pourraient servir de base à un règlement à l'amiable au sujet de toutes les questions soulevées plus haut aux alinéas (i), (ii) (iii), (iv) et (v).

Si un règlement à l'amiable n'a pas lieu dans un délai de soixante (60) jours après réception de cette lettre, conformément aux dispositions de l'article 4.7 du contrat LCO, nous nous réservons le droit de déposer une demande d'arbitrage devant la Chambre de Commerce Internationale (CCI) à tout moment.

Nous comptons sur votre coopération pour résoudre ce problème et vous prions d'agréer, **Messieurs**, les assurances de notre haute considération.




Copies:

- M. David McGlade, Directeur Général, Intelsat, Ltd.
- Ministère des Postes et Télécommunications du Cameroun
- ITSO - Directeur Général

Pièce jointe n° 1

Détails des calculs du trop-perçu jusqu'en décembre 2006

ANNÉE	PAIEMENT TOTAL	RÉDUCTION DE PRIX (15,23 %)	INTÉRÊTS (à partir du 1 ^{er} juillet 2003)	TOTAL
2003	\$ 1 910 063,96	\$ 290 902,74	\$ 46 544,44	\$ 337 447,18
2004	\$ 4 361 930,52	\$ 664 322,02	\$ 113 738,63	\$ 778 060,65
2005	\$ 5 555 883,32	\$ 846 161,03	\$ 153 583,95	\$ 999 744,98
2006	\$ 6 839 777,85	\$ 1 041 698,17	\$ 191 245,14	\$ 1 232 943,30
TOTAL GÉNÉRAL				\$ 3 348 196,11



Nkoto Chama David

BWR-C



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July 25, 2007

Bert W. Rein
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VIA FACSIMILE AND MAIL

Nicola Emanu David
Director General
Camtel
B.P. 1571
Yaoundé-ADH
Cameroon

Dear Sir:

On behalf of Intelsat, we have carefully reviewed your letter of 11 July 2007 and your claim for \$3,348,196.11. For the reasons explained below, Intelsat denies your request for reimbursement.

The relationship between Camtel and Intelsat is exclusively contractual. The "LCO Contract" supplements certain underlying services agreements with specific clauses and an included Appendix B governing price protection. The resolution of the issues raised in your 11 July 2007 letter must arise from the text of the "LCO Contract" and its purposes as reflected in that text. The process by which Intelsat came to propose the "LCO Contract" cannot be used to override or amend the contract itself.

The claim you are making thus must be judged under Section 4.3(b) of the "LCO Contract." That Section requires a price adjustment to be made by Intelsat "if the LCO Pricing Index is 85 or less" when calculated "on each anniversary of the Closing Date - [July 18, 2001]." The term "LCO Pricing Index" is defined by Section 4.1 of the "LCO Contract" to be "the index described in Appendix B, hereto . . . where September 30, 2000 equals 100." Thus, a price adjustment under Section 4.3(b) is required only if the LCO Pricing Index calculated on an anniversary date subsequent to July 18, 2001 has declined 15% or more from the LCO Pricing Index calculated as of September 30, 2000 and set forth in Appendix B. The level set forth in Appendix B in the "LCO Contract" signed by Camtel on 23 April 2000 is \$1.71 million (U.S.).

The \$3,348,196.11 you claim under Section 4.3(b) is premised on an initial index value ("base price") of \$1.92 million (U.S.). Your letter argues that the \$1.92 million (U.S.) value should be used because it "had been approved by the Board of Governors" while the U.S. \$1.71 million base price used by Intelsat "was never approved by the Board of Governors nor the Assembly of Parties." This argument is flawed in five fundamental respects:

Nicola Emanu David
Cameroon
July 25, 2007
Page 2

(1) The \$1.92 million (U.S.) base was never identified as, and could not have been specified as, the Index value on September 30, 2000 called for in Section 4.1. Nor was the value in Appendix B as transmitted to, and signed by, Camtel \$1.92 million (U.S.). Appendix B was properly calculated as \$1.71 million ("U.S.") as of September 30, 2000, was so proposed to Camtel and is binding under the contract without regard to the internal INTELSAT process leading up to it.

(2) The \$1.92 million (U.S.) base, calculated with 1999 data, was put before the INTELSAT Board of Governors in March 2000 together with the proposed text of the "LCO Contract" which required a September 30, 2000 value. The Board presentation used the \$1.92 million (U.S.) figure for one sample calculation because it was then impossible to calculate the September 30, 2000 Index value required by the contemporaneously proposed text of the "LCO Contract."

(3) The presentation made to the Board of Governors in March 2000 also was put before AP-25 in November 2000. Appendix B, as then presented, had an express disclaimer.

NOTE: The following LCO Pricing Index Basket is a sample only, taken from BG-131-15 (Rev. 1), Att. No. 4, Scenario 2. The definitive basket will be prepared for approval based upon data as of 30 September 2000.¹ (emphasis in original)

Thus, both the approval of the "LCO Contract" by the Board of Governors in March 2000 and by the Assembly of Parties in November 2000 contemplated that INTELSAT Management would calculate the "definitive basket" to be used in Appendix B to be presented for signature some time after September 30, 2000 based on September 30, 2000 values. The "definitive basket" calculation was made on December 28, 2000 and was reviewed by the Board of Governors as part of its final review of all documents relating to privatization. It became the Appendix B in the "LCO Contract" proposed to Camtel and signed by Camtel on 23 April 2000.

(4) AP-27 reviewed the application of the \$1.71 million (U.S.) base price on May 31, 2002 to determine whether a price adjustment could be expected on July 18, 2002. No question was raised regarding the base price and the Director

¹ "Intelsat Assembly of Parties: Record of Decisions of the Twenty-Fifth (Extraordinary) Meeting," AP-25-3E at Attachment No. 4, p. 12 (27 November 2000).



Nicola Emanu David
Cameroon
July 25, 2007
Page 3

General then reported that Intelsat had met its Public Service Obligations under the "LCO Contract." Report of the Director General on the Performance by Intelsat, Ltd. of the Public Service Obligation AP-27-16-E, pp. 12, 18. The AP agreed. ITSO Assembly of Parties "Record of Decision of the Twenty-Seventh Meeting," AP-27-3E, p. 9.

(5) ITSO members subsequently were advised by ITSO's own expert consultant, LECG, that the \$1.92 million (U.S.) was never intended to be a base price for "LCO Contract" purposes. In October 2003, LECG told the ITSO Advisory Committee:

The approved basket framework was 'based on 1999 actual tariffs, traffic and revenue data,' and was subject to update based on the LCO eligible countries and their traffic and revenue data as of November 2000. The Twenty-fifth Assembly of Parties (AP-25) approved this approach, as embodied in the LCO Contract, subject to an update of the Index basket based on 30 September 2000 data.²

In sum, the \$1.71 million (U.S.) base price set forth in Appendix B in the LCO Contract is the only base price contemplated by Section 4.1 for use in applying Section 4.3. There is no validity to any claim which employs a different base price and no basis for Camtel's \$3,348,196.11 claim under Section 4.3 when the correct \$1.71 million (U.S.) Index value is recognized.

Your letter also raises additional concerns relating to Index calculation methodology and the fourth year LCO Pricing Index basket revision. The calculation concerns are said to relate to the "overcharges" claim premised on the \$1.92 million (U.S.) base price that has been discussed above. Absent a foundation for the underlying overcharges claim, a detailed examination of calculation methodology would be inappropriate.

With respect to the revised pricing basket, Section 4.1 requires "that it represents the usage patterns of LCO Service Contracts at that [revision date] time." Intelsat carefully reviewed LCO Service Contract usage patterns as of July 18, 2005

² "Status Report of the Director General on the Performance by Intelsat, Ltd. of its Lifeline Connectivity Obligations," IAC-2-9E at Attachment No. 3, p. 19 (28 October 2003) (citing BG-131-15E (Rev. 1) at 10; AP-25-3E FINAL at ¶9 and Attachment 4.)



Nicola Emana David
Cameroon
July 25, 2007
Page 4

and revised the Pricing Index basket accordingly. This revision resulted in a change in basket elements and a consequent change in base price. The base price change was fully consistent with the purpose of the LCO Pricing Index which is to ensure that significant (15% or more) downward price adjustments in comparable non-LCO service contracts result in Section 4.3 price adjustments to specified "LCO Contracts." Continuing to use basket elements not matched by LCO contract usage would not reflect the actual comparison between the treatment of LCO and non-LCO customers and would be inconsistent with the purpose of Section 4.3.

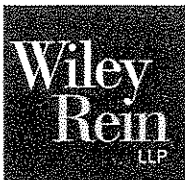
We trust that this information will resolve your concerns.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "Bert W. Rein".

Bert W. Rein

cc: Phillip Spector, Esq.
Stephen Chernow, Esq.
Ahmed Toumi



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August 1, 2007

Bert W. Rein
202.719.7080
brein@wileyrein.com

Via Mail

Nicola Emanu David
Director General
Camtel
B.P. 1571
Yaoundé-ADH
Cameroon

Dear Sir:

On behalf of Intelsat, I am supplementing my 25 July 2007 response to your letter of 11 July 2007 to advise you of an additional reason why Intelsat denies your request for reimbursement.

The claim you are making is for a price reduction under Section 4.3 of the "LCO Contract." Section 4.3 applies to certain "LCO Service Contracts." The LCO Service Contracts in force for Camtel are, as required by Section 4.1 of the "LCO Contract", described in Appendix A to the "LCO Contract" that Camtel originally signed on 23 April 2000. According to Intelsat's recent review of its records, Camtel is currently party to only two "LCO Service Contracts" both of which are for Channel services and have fifteen (15) year terms. As provided in Section 4.3(c) of the "LCO Contract":

Any LCO Service Contract for a period of ten years or longer that is a channel/carrier commitment or a transponder lease service shall not be eligible for price reduction under this Section 4.3.

For this further reason, as well as the reasons explained in my 25 July letter, there is no basis for your request for reimbursement.

Sincerely yours,

Bert W. Rein

cc: Phillip Spector, Esq.
Stephen Chernow, Esq.
Mr. Ahmed Toumi

*All correspondence should be addressed
to the Permanent Secretary*

*Telephone: LUSAKA 251444/254158
Fax: 253260/253146*

Telegrams: TRANSWORKS, RIDGEWAY



In reply please quote
MCT/6/7/23
No.

REPUBLIC OF ZAMBIA

MINISTRY OF COMMUNICATIONS AND TRANSPORT

OFFICE OF THE PERMANENT SECRETARY

P.O. BOX 50065
LUSAKA

July 16, 2007

Intelsat Global Sales and Marketing Ltd. (UK)
Building 3, Chiswick Park
566 Chiswick High Road
London W4 5Y A
United Kingdom
Fax: 44 208 899 6194

**Subject: LCO Price Protection Mechanism – Dispute Resolution (Article 4.7 of
LCO Contract)**

Dear Sir,

We refer to our LCO Contract, dated as of 18 July 2001, and to the LCO Price Protection Mechanism.

In accordance with the decisions of the 25th Assembly of Parties (November 2000), which created the LCO Pricing Index mechanism, the Director General of ITSO had started discussions with Intelsat to clarify the calculation methodology of the LCO Price Index basket (Appendix B of the LCO Contract) more than five years ago and no satisfactory agreement has been reached.

Further to the presentation made by Intelsat to the LCO Task Group, which was created by the 31st Assembly of Parties (March 2007), and the recommendations made by the LCO Task Group we are of the opinion that: (a) the calculation of the LCO adjustment carried out annually by Intelsat since the novation of our Service Contract, as of 18th July 2001, as well as (b) the revision of the Index basket carried out in July 2005, were not made in accordance with the provisions of the LCO Contract and Appendix B of the LCO Contract, as approved by INTELSAT's Board of Governors prior to privatization. Moreover, the calculation methodology agreed between Intelsat and ITSO pursuant to Intelsat's letter of 2nd December 2003, was never applied by Intelsat.

Further, Intelsat confirmed in its Management Representation letters for its 2002 and 2003 LCO Pricing Index calculations that those calculations were "performed in accordance with the LCO Contract as approved by the privatization." (Emphasis added)

As a result:

- I. The price reduction should have been calculated on the basis of a base price of US \$ 1.92 million, as had been approved by the Board of the Governors (since the US \$1.71 million base price used by Intelsat was never approved by the Board of Governors, nor the Assembly of parties)
- II. All annual LCO Pricing Index calculations should have been carried out in accordance with the calculation methodology, as agreed with Intelsat and as set out in the Intelsat letter of 2nd December 2003.
- III. The fourth year LCO Pricing Index basket revision should have been carried out in accordance with the objectives set forth in document BG-129-19, and should be revised accordingly.
- IV. The fourth year LCO Pricing Index basket revision should not have resulted in reduction of the base price (unless an actual price reduction is granted to the LCO customer), but instead, should have been limited to the content (i.e. the elements and their weights) of the LCO Pricing Index basket.
- V. A final determination of the overcharges would be based on the implementation of the calculation methodology, referenced in (II) above.

Based on the annual LCO Pricing Index calculations made by Intelsat, the first price reduction (15.23%) should have occurred on 18th July 2003, if Intelsat had utilized the US \$1.92 million base price, as approved by the Board of Governors. As a result, our invoices should have reflected this 15.23% price reduction since 18th July 2003, for the remainder of the term of our contract. The total amount of this price reduction entitlement would have been **US \$ 860,858.13** subject to any further deduction to be calculated based on the final determination of overcharges, referred in (V) above.


In accordance with the general terms and conditions applicable to our Service Contract, a 16% interest per annum is also applicable, as shown in Attachment No. 1.

We, therefore, hereby formally request that Intelsat reimburse the total amounts overcharged since July 2003, plus the applicable interest, as detailed in Attachment No. 1, within 15 days from the receipt of this letter.

The date of receipt of this letter also triggers the amicable settlement mechanism provided under Article 4.7 of the LCO Contract. For that purpose, and further to Article 4.02 of the Public Service Agreement, we request that the Director General of ITSO assist us to endeavour to agree with you on the terms and conditions that could be the basis of an amicable settlement in respect to all issues raised in (I), (II), (III), (IV) and (V) above.

We look forward to your cooperation in resolving this issue.

Yours sincerely,


Brigadier General Peter Tembo (RTD)
Permanent Secretary
MINISTRY OF COMMUNICATIONS AND TRANSPORT

- Cc: Mr. David McGlade,
CEO, Intelsat, Ltd.
3400 International Drive, N.W.
WASHINGTON, D.C.
United States of America
- Cc: The Managing Director
Zambia Telecommunications Company Limited
Box 71660
NDOLA
ZAMBIA
- Cc: Director General
International Telecommunications Satellite Organisation
3400 International drive, N.W.
WASHINGTON, D.C.
United States of America

ATTACHMENT NO 1

ZAMTEL PAYMENTS TO INTELSAT SINCE JULY 18,2003

YEAR	DATE	PAYMENT \$
2004	2/3/2004	292,895.77
	18-03-04	23,162.90
	6/4/2004	328,052.20
	11/6/2004	249,405.12
	27-08-04	17,580.49
	8/9/2004	100,000.00
	29-09-04	130,772.22
	3/12/2004	542,112.67
	Sub Total	1,683,981.37
2005		
	19-07-05	215,749.73
	19-07-05	210,872.27
	18-10-05	204,215.30
	28-11-05	200,000.00
	29-12-05	150,000.00
	Sub Total	980,837.30
2006		
	24-03-06	200,000.00
	2/5/2006	200,000.00
	19-07-06	100,000.00
	25-08-06	105,873.72
	25-09-06	63,318.00
	12/10/2006	84,625.80
	19-10-06	82,532.96
	6/11/2006	305,221.93
	15-11-06	18,902.54
	Sub Total	1,160,474.95
2007		
	9/1/2007	335,009.78
	23-02-07	136,585.82
	24-04-07	90,106.54
	31-05-07	237,344.32
	20-06-07	248,405.00
	Sub Total	1,047,451.46

DETAILS OF CALCULATIONS OF OVERPAYMENTS

Year	TOTAL PAYMENT (US\$)	PRICE REDUCTION 15.23%	INTEREST 16%	TOTAL (US\$)
2004	1,683,981.37	256,470.36	41,035.26	297,505.62
2005	980,837.30	149,381.52	23,901.04	173,282.56
2006	1,160,474.95	176,740.33	28,278.45	205,018.79
2007	1,047,451.46	159,526.86	25,524.30	185,051.15
TOTAL				860,858.13



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September 13, 2007

Bert W. Rein
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Brigadier General Peter Tembo (RTD)
Permanent Secretary
Ministry of Communications and Transport
15101 Ridgeway, Fairly Road
P.O. Box 50065
Lusaka, Zambia

Re: MCT/6/7/23

Dear Sir:

On behalf of Intelsat, we have carefully reviewed your letter of 16 July 2007 and your claim for \$860,858.13. For the reasons explained below, Intelsat denies your request for reimbursement.

The relationship between the Ministry of Communications and Transport and Intelsat is exclusively contractual. The "LCO Contract" supplements certain underlying services agreements with specific clauses and an included Appendix B governing price protection and price adjustment. The resolution of the request made in your 16 July 2007 letter must arise from the text of the "LCO Contract" and its purposes as reflected in the text. The process by which Intelsat came to propose the "LCO Contract" cannot be used to override or amend the contract itself.

The claim you are making is for a price reduction under Section 4.3 of the "LCO Contract." Section 4.3 applies to certain "LCO Service Contracts." The "LCO Service Contracts" for the Ministry of Communications and Transport are described, as required by Section 4.1 of the "LCO Contract," in Appendix A to the "LCO Contract" that the Ministry of Communications and Transport agreed to make effective on July 18, 2001. According to Intelsat's records, two of the "LCO Service Contracts" to which the Ministry of Communications and Transport is currently a party to are for Channel Services (Contract 315631) and a Transponder Lease (6444), each with a fifteen (15) year term. As provided in Section 4.3 of the "LCO Contract":

Any LCO Service Contract for a period of ten years or longer that is a channel/carrier commitment or transponder lease service shall not be eligible for price reduction under this Section 4.3.



Brigadier General Peter Tembo (RTD)

September 13, 2007

Page 2

Thus, these "LCO Service Contracts" are not subject to the price adjustment provisions under the "LCO Contract." Further, the following "LCO Service Contracts:" 315921, 315162 and 308083 were cancelled 7 November 2003, 30 November 2003 and 30 November 2004, respectively. The remaining "LCO Service Contracts," which are for Channel Services (305753, 306764, 307308, 307319, 308121 and 309682) are currently eligible for LCO price protection. As you have apparently used the total dollar amount paid to Intelsat since the date you claim the price adjustment should have commenced (July 19, 2003) as the base from which you calculated the claimed reimbursement, your claimed reimbursement of \$860,858.13 proceeds from an incorrect premise.

In addition to this problem, the \$860,858.13 you claim under Section 4.3(b) is premised on an initial index value ("base price") of \$1.92 million (U.S.). Your letter argues that the \$1.92 million (U.S.) value should be used because it "had been approved by the Board of Governors" while the U.S. \$1.71 million base price used by Intelsat "was never approved by the Board of Governors, nor the Assembly of Parties." This argument is flawed in five fundamental respects:

(1) The \$1.92 million (U.S.) base was never identified as, and could not have been specified as, the Index value on September 30, 2000 called for in Section 4.1. Nor was the value in Appendix B as transmitted to, and signed by, the Ministry of Communications and Transport \$1.92 million (U.S.). Appendix B was properly calculated as \$1.71 million ("U.S.") as of September 30, 2000, was so proposed to the Ministry of Communications and Transport and is binding under the contract without regard to the internal INTELSAT process leading up to it.

(2) The \$1.92 million (U.S.) base, calculated with 1999 data, was put before the INTELSAT Board of Governors in March 2000 together with the proposed text of the "LCO Contract" which required a September 30, 2000 value. The Board presentation used the \$1.92 million (U.S.) figure for one sample calculation because it was then impossible to calculate the September 30, 2000 Index value required by the contemporaneously proposed text of the "LCO Contract."

(3) The presentation made to the Board of Governors in March 2000 also was put before AP-25 in November 2000. Appendix B, as then presented, had an express disclaimer.

NOTE: The following LCO Pricing Index Basket is a sample only, taken from BG-131-15 (Rev. 1), Att. No. 4, Scenario 2.

Brigadier General Peter Tembo (RTD)

September 13, 2007

Page 3

The definitive basket will be prepared for approval based upon data as of 30 September 2000.¹ (emphasis in original)

Thus, both the approval of the "LCO Contract" by the Board of Governors in March 2000 and by the Assembly of Parties in November 2000 contemplated that INTELSAT Management would calculate the "definitive basket" to be used in Appendix B to be presented for signature some time after September 30, 2000 based on September 30, 2000 values. The "definitive basket" calculation was made on December 28, 2000 and was reviewed by the Board of Governors as part of its final review of all documents relating to privatization. It became the Appendix B in the "LCO Contract" proposed to and agreed by the Ministry of Communications and Transport and effective on July 18, 2001.

(4) AP-27 reviewed the application of the \$1.71 million (U.S.) base price on May 31, 2002 to determine whether a price adjustment could be expected on July 18, 2002. No question was raised regarding the base price and the Director General then reported that Intelsat had met its Public Service Obligations under the "LCO Contract." Report of the Director General on the Performance by Intelsat, Ltd. of the Public Service Obligation AP-27-16-E, pp. 12, 18. The AP agreed. ITSO Assembly of Parties "Record of Decision of the Twenty-Seventh Meeting," AP-27-3E, p. 9.

(5) ITSO members subsequently were advised by ITSO's own expert consultant, LECG, that the \$1.92 million (U.S.) was never intended to be a base price for "LCO Contract" purposes. In October 2003, LECG told the ITSO Advisory Committee:

The approved basket framework was 'based on 1999 actual tariffs, traffic and revenue data,' and was subject to update based on the LCO eligible countries and their traffic and revenue data as of November 2000. The Twenty-fifth Assembly of Parties (AP-25) approved this approach, as embodied in the LCO Contract, subject to an update of the Index basket based on 30 September 2000 data.²

¹ "Intelsat Assembly of Parties: Record of Decisions of the Twenty-Fifth (Extraordinary) Meeting," AP-25-3E at Attachment No. 4, p. 12 (27 November 2000).

² "Status Report of the Director General on the Performance by Intelsat, Ltd. of its Lifeline Connectivity Obligations," IAC-2-9E at Attachment No. 3, p. 19 (28 October 2003) (citing BG-131-15E (Rev. 1) at 10; AP-25-3E FINAL at ¶9 and Attachment 4.)



Brigadier General Peter Tembo (RTD)

September 13, 2007

Page 4

In sum, the \$1.71 million (U.S.) base price set forth in Appendix B in the LCO Contract is the only base price contemplated by Section 4.1 for use in applying Section 4.3. There is no validity to any claim which employs a different base price and there would be no basis for the Ministry of Communications and Transport's \$860,858.13 claim under Section 4.3 when the correct \$1.71 million (U.S.) Index value is recognized.

Your letter also raises additional concerns relating to Index calculation methodology and the fourth year LCO Pricing Index basket revision. The calculation concerns are said to relate to the "overcharges" claim premised on the \$1.92 million (U.S.) base price that has been discussed above. Absent a foundation for the underlying overcharges claim, a detailed examination of calculation methodology would be inappropriate.

With respect to the revised pricing basket, Section 4.1 requires "that it represents the usage patterns of LCO Service Contracts at that [revision date] time." Intelsat carefully reviewed LCO Service Contract usage patterns as of July 18, 2005 and revised the Pricing Index basket accordingly. This revision resulted in a change in basket elements and a consequent change in base price. The base price change was fully consistent with the purpose of the LCO Pricing Index which is to ensure that significant (15% or more) downward price adjustments in comparable non-LCO service contracts result in Section 4.3 price adjustments to specified "LCO Contracts." Continuing to use basket elements not matched by LCO contract usage would not reflect the actual comparison between the treatment of LCO and non-LCO customers and would be inconsistent with the purpose of Section 4.3.

We trust that this information will resolve your concerns.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Bert W. Rein".

Bert W. Rein
John R. Shane

cc: Phillip Spector, Esq.
Stephen Chernow, Esq.
Mr. Ahmed Toumi



Togotelecom

REPUBLIQUE TOGOLAISE
TRAVAIL-LIBERTE-PATRIE

TOGO TELECOM

DIRECTION GENERALE

N° **0633**/TGT/DG/DOR

Lomé, le **17 JUIL. 2007**

Received by IGSM
31 JUL 2007

INTELSAT Global Sales and Marketing Ltd.
Building 3, Chiswick Park
566 Chiswick High Road
London W4 5YA
Royaume-Uni
Télécopie : +44 208 899 6194

Objet : Mécanisme de protection des prix LCO
Règlement des différends (article 4.7 du contrat LCO)

Madame, Monsieur,

Ce courrier se rapporte à notre contrat LCO daté du 18 juillet 2001 et au mécanisme de protection des prix LCO.

Conformément aux décisions que l'Assemblée des Parties a prises à sa 25^e session (en novembre 2000), qui ont créé le mécanisme de l'indice des prix LCO, il y a plus de cinq ans, le Directeur général de l'ITSO a engagé des pourparlers avec Intelsat afin de clarifier la méthode de calcul du panier de l'indice des prix LCO (appendice B au contrat LCO) sans parvenir à un accord satisfaisant.

À la suite de l'exposé qu'Intelsat a présenté au Groupe ad hoc LCO qui a été créé par l'Assemblée des Parties à sa 31^e session (en mars 2007) et des recommandations formulées par le Groupe ad hoc LCO, nous considérons ce qui suit :

1. le calcul de l'ajustement des prix LCO effectué tous les ans par Intelsat depuis la novation de notre contrat de service à partir du 18 juillet 2001 ainsi que ;
2. la révision du panier de l'indice réalisée en juillet 2005 n'ont pas été faits conformément aux dispositions du contrat LCO et de l'appendice B du contrat LCO tels qu'ils ont été approuvés par le Conseil des Gouverneurs d'INTELSAT avant la privatisation.

De plus, la méthode de calcul convenue entre Intelsat et l'ITSO conformément à la lettre d'Intelsat du 2 décembre 2003 n'a jamais été appliquée par Intelsat. De surcroît, Intelsat a confirmé dans ses lettres de déclaration de la direction relatives aux calculs de l'indice des prix LCO de 2002 et 2003 que ces calculs avaient été « effectués conformément aux dispositions du contrat LCO tel qu'il a été approuvé par l'Assemblée des Parties et le Conseil des Gouverneurs d'INTELSAT avant la privatisation. » (Non souligné dans le texte).

SOCIETE DES TELECOMMUNICATIONS DU TOGO

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Télex : 5245 - Télégramme : TOGOTEL TG
E-mail : spdgtgt@togotel.net.tg

En conséquence :

- (i) La réduction de prix aurait dû être calculée à partir d'un prix de base de 1,92 million de dollars, comme cela avait été approuvé par le Conseil des Gouverneurs (puisque le prix de base de 1,71 million de dollars utilisé par Intelsat n'a jamais été approuvé ni par le Conseil des Gouverneurs, ni par l'Assemblée des Parties).
- (ii) Tous les calculs annuels de l'indice des prix LCO auraient dû être effectués conformément à la méthode de calcul qui avait été convenue avec Intelsat et qui était décrite dans la lettre d'Intelsat du 2 décembre 2003.
- (iii) La révision du panier de l'indice des prix LCO du quatrième anniversaire aurait dû être réalisée conformément aux objectifs définis dans le document BG-129-19, et doit être modifiée en conséquence.
- (iv) La révision du panier de l'indice des prix LCO du quatrième anniversaire n'aurait pas dû se traduire par une réduction du prix de base (à moins qu'une réduction des prix n'ait effectivement été accordée au client LCO). Au lieu de cela, elle aurait dû être limitée au contenu (à savoir les éléments et leurs coefficients de pondération) du panier de l'indice des prix LCO.
- (v) Un calcul définitif du trop-perçu doit être basé sur l'application de la méthode de calcul indiquée plus haut à l'alinéa (ii).

Selon les calculs annuels de l'indice des prix LCO effectués par Intelsat, la première réduction de prix (15,23 %) aurait dû être appliquée le 18 juillet 2003 si Intelsat avait retenu le prix de base de 1,92 million de dollars tel qu'il avait été approuvé par le Conseil des Gouverneurs. Par conséquent, nos factures auraient dû tenir compte de cette réduction de prix de 15,23 % du 18 juillet 2003 jusqu'à l'expiration de notre contrat. Le montant total de cette réduction de prix à laquelle nous pouvons prétendre aurait dû être de neuf cent cinquante neuf mille trois cent quarante et un dollars cinquante neuf centimes (959 341,59 dollars US), sans préjudice de toute autre déduction à calculer en tenant compte du calcul définitif du trop-perçu indiqué plus haut à l'alinéa (v).

Conformément aux conditions générales de notre contrat de service, un taux d'intérêt annuel de 16 % par an est également applicable, comme l'indique la pièce jointe n° 1.


Nous demandons donc officiellement par la présente qu'Intelsat rembourse la totalité des sommes surfacturées depuis juillet 2003, ~~en~~ y ajoutant les intérêts applicables, comme l'indique en détail la pièce jointe n° 1, dans un délai de 15 jours après réception de cette lettre.

En outre, à la date de réception de cette lettre se déclenche le mécanisme de règlement à l'amiable prévu à l'article 4.7 du contrat LCO. À cet effet, et conformément à l'article 4.02 de l'Accord de services publics, nous demandons que le Directeur Général de l'ITSO nous aide à chercher un accord avec vous sur les conditions qui pourraient servir de base à un règlement à l'amiable au sujet de toutes les questions soulevées plus haut aux alinéas (i), (ii) (iii), (iv) et (v).

Si un règlement à l'amiable n'a pas lieu dans un délai de soixante (60) jours après réception de cette lettre, conformément aux dispositions de l'article 4.7 du contrat LCO, nous nous réservons

le droit de déposer une demande d'arbitrage devant la Chambre de Commerce Internationale (CCI) à tout moment.

X Je compte sur votre coopération pour résoudre ce problème et vous prie d'agréer, Madame, X
Monsieur, les assurances de ma haute considération.

Directeur Général,

Pétchétibadi BIKASSAM

Copies :

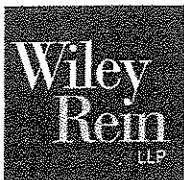
- M. David McGlade, Directeur Général, Intelsat, Ltd.
- Ministère délégué à la Présidence de la République, chargé de l'Équipement, des Transports, des Postes et Télécommunications, et des Innovations Technologiques
- ITSO – Directeur général

Pièce Jointe : Détail des calculs du trop-perçu (en USD)

Détails des calculs du trop-perçu (en USD)

ANNÉE	PAIEMENT TOTAL en USD	RÉDUCTION DE PRIX (15,23 %)	INTÉRÊTS 16%	TOTAL en USD
2003	912 580,80	138 986,06	88 951,08	227 937,13
2004	746 386,80	113 674,71	54 563,86	168 238,57
2005	1 593 528,31	242 694,36	77 662,20	320 356,56
2006	1 374 382,06	209 318,39	33 490,94	242 809,33
2007	435 483,10	66 324,08	10 611,85	76 985,93
TOTAL GÉNÉRAL				959 341,59

Pour 2007, seuls les mois de Janvier à Avril sont comptabilisés.



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August 1, 2007

Bert W. Rein
202.719.7080
brein@wileyrein.com

Petchetibadi Bikassam
Director General
Togo Telecom
Avenue Nicolas Grunitzky
Boite Postal: 333 Lomé 7060
Togo

Dear Sir:

On behalf of Intelsat, we have carefully reviewed your letter of 17 July 2007 and your claim for \$953,341.59. For the reasons explained below, Intelsat denies your request for reimbursement.

The relationship between Togo Telecom and Intelsat is exclusively contractual. The "LCO Contract" supplements certain underlying services agreements with specific clauses and an included Appendix B governing price protection and price adjustment. The resolution of the request made in your 17 July 2007 letter must arise from the text of the "LCO Contract" and its purposes as reflected in the text. The process by which Intelsat came to propose the "LCO Contract" cannot be used to override or amend the contract itself.

The claim you are making is for a price reduction under Section 4.3 of the "LCO Contract." Section 4.3 applies to certain "LCO Service Contracts." The "LCO Service Contracts" in force for Togo Telecom are described, as required by Section 4.1 of the "LCO Contract", in Appendix A to the "LCO Contract" that Togo Telecom agreed to make effective on July 18, 2001. According to Intelsat's records, Togo Telecom is currently party to only four "LCO Service Contracts" all of which are for Channel Services and have fifteen (15) year terms. As provided in Section 4.3(c) of the "LCO Contract":

Any LCO Service Contract for a period of ten years or longer that is a channel/carrier commitment or a transponder lease service shall not be eligible for price reduction under this Section 4.3.

For this reason alone, there is no basis for your request for reimbursement.

In addition, your request would not be well founded even were your LCO Service Contracts to be eligible (contrary to the express contractual language) for price reduction under Section 4.3(b) of the "LCO Service Contract." The \$953,341.59 you claim under Section 4.3(b) is premised on an initial index value ("base price")

Petchetibadi Bikassam

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Page 2

of \$1.92 million (U.S.). Your letter argues that the \$1.92 million (U.S.) value should be used because it "had been approved by the Board of Governors" while the U.S. \$1.71 million base price used by Intelsat "was never approved by the Board of Governors nor the Assembly of Parties." This argument is flawed in five fundamental respects:

(1) The \$1.92 million (U.S.) base was never identified as, and could not have been specified as, the Index value on September 30, 2000 called for in Section 4.1. Nor was the value in Appendix B as transmitted to, and signed by, Togo Telecom \$1.92 million (U.S.). Appendix B was properly calculated as \$1.71 million ("U.S.") as of September 30, 2000, was so proposed to Togo Telecom and is binding under the contract without regard to the internal INTELSAT process leading up to it.

(2) The \$1.92 million (U.S.) base, calculated with 1999 data, was put before the INTELSAT Board of Governors in March 2000 together with the proposed text of the "LCO Contract" which required a September 30, 2000 value. The Board presentation used the \$1.92 million (U.S.) figure for one sample calculation because it was then impossible to calculate the September 30, 2000 Index value required by the contemporaneously proposed text of the "LCO Contract."

(3) The presentation made to the Board of Governors in March 2000 also was put before AP-25 in November 2000. Appendix B, as then presented, had an express disclaimer.

NOTE: The following LCO Pricing Index Basket is a sample only, taken from BG-131-15 (Rev. 1), Att. No. 4, Scenario 2. The definitive basket will be prepared for approval based upon data as of 30 September 2000.¹ (emphasis in original)

Thus, both the approval of the "LCO Contract" by the Board of Governors in March 2000 and by the Assembly of Parties in November 2000 contemplated that INTELSAT Management would calculate the "definitive basket" to be used in Appendix B to be presented for signature some time after September 30, 2000 based on September 30, 2000 values. The "definitive basket" calculation was made on December 28, 2000 and was reviewed by the Board of Governors as part of its final

¹ "Intelsat Assembly of Parties: Record of Decisions of the Twenty-Fifth (Extraordinary) Meeting," AP-25-3E at Attachment No. 4, p. 12 (27 November 2000).

Petchetibadi Bikassam

August 1, 2007

Page 3

review of all documents relating to privatization. It became the Appendix B in the "LCO Contract" proposed to and agreed by Togo Telecom and effective on July 18, 2001.

(4) AP-27 reviewed the application of the \$1.71 million (U.S.) base price on May 31, 2002 to determine whether a price adjustment could be expected on July 18, 2002. No question was raised regarding the base price and the Director General then reported that Intelsat had met its Public Service Obligations under the "LCO Contract." Report of the Director General on the Performance by Intelsat, Ltd. of the Public Service Obligation AP-27-16-E, pp. 12, 18. The AP agreed. ITSO Assembly of Parties "Record of Decision of the Twenty-Seventh Meeting," AP-27-3E, p. 9.

(5) ITSO members subsequently were advised by ITSO's own expert consultant, LECG, that the \$1.92 million (U.S.) was never intended to be a base price for "LCO Contract" purposes. In October 2003, LECG told the ITSO Advisory Committee:

The approved basket framework was 'based on 1999 actual tariffs, traffic and revenue data,' and was subject to update based on the LCO eligible countries and their traffic and revenue data as of November 2000. The Twenty-fifth Assembly of Parties (AP-25) approved this approach, as embodied in the LCO Contract, subject to an update of the Index basket based on 30 September 2000 data.²

In sum, the \$1.71 million (U.S.) base price set forth in Appendix B in the LCO Contract is the only base price contemplated by Section 4.1 for use in applying Section 4.3. There is no validity to any claim which employs a different base price and there would be no basis for Togo Telecom's \$953,341.59 claim under Section 4.3 (even if not precluded by Section 4.3(c)) when the correct \$1.71 million (U.S.) Index value is recognized.

Your letter also raises additional concerns relating to Index calculation methodology and the fourth year LCO Pricing Index basket revision. The calculation concerns are said to relate to the "overcharges" claim premised on the \$1.92 million (U.S.)

² "Status Report of the Director General on the Performance by Intelsat, Ltd. of its Lifeline Connectivity Obligations," IAC-2-9E at Attachment No. 3, p. 19 (28 October 2003) (citing BG-131-15E (Rev. 1) at 10; AP-25-3E FINAL at ¶9 and Attachment 4.)

Petchetibadi Bikassam

August 1, 2007

Page 4

base price that has been discussed above. Absent a foundation for the underlying overcharges claim, a detailed examination of calculation methodology would be inappropriate.

With respect to the revised pricing basket, Section 4.1 requires "that it represents the usage patterns of LCO Service Contracts at that [revision date] time." Intelsat carefully reviewed LCO Service Contract usage patterns as of July 18, 2005 and revised the Pricing Index basket accordingly. This revision resulted in a change in basket elements and a consequent change in base price. The base price change was fully consistent with the purpose of the LCO Pricing Index which is to ensure that significant (15% or more) downward price adjustments in comparable non-LCO service contracts result in Section 4.3 price adjustments to specified "LCO Contracts." Continuing to use basket elements not matched by LCO contract usage would not reflect the actual comparison between the treatment of LCO and non-LCO customers and would be inconsistent with the purpose of Section 4.3.

We trust that this information will resolve your concerns.

Sincerely yours,



Bert W. Rein

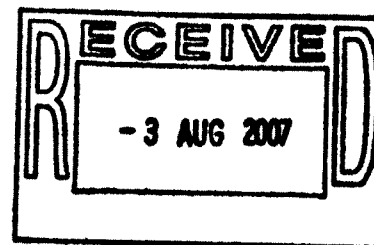
cc: Phillip Spector, Esq.
Stephen Chernow, Esq.
Mr. Ahmed Toumi



REPUBLIQUE LIBANAISE
MINISTRE DES TELECOMMUNICATIONS
DIRECTEUR GENERAL

Date : 01 AUG 2007

Intelsat Global Sales and Marketing Ltd. (U.K.)
Building 3, Chiswick Park
566 Chiswick High Road
London W4 5YA
Royaume-Uni
Télécopie : 442088996194



Objet: Mécanisme de protection des prix LCO
-Règlement des différends (article 4.7 du contrat LCO)

Monsieur,

Ce courrier se rapporte à notre contrat LCO daté du 18 juillet 2001 et au mécanisme de protection des prix LCO.

Conformément aux décisions que l'Assemblée des parties a prises à sa 25^e session (en novembre 2000), qui ont créé le mécanisme de l'indice des prix LCO, il y a plus de cinq ans, le Directeur général de l'ITSO a engagé des pourparlers avec Intelsat afin de clarifier la méthode de calcul du panier de l'indice des prix LCO (appendice B au contrat LCO) sans parvenir à un accord satisfaisant.

A la suite de l'exposé qu'Intelsat a présenté au Groupe ad hoc LCO qui a été créé par l'Assemblée des Parties à sa 31^e session (en mars 2007) et des recommandations formulées par le Groupe ad hoc LCO, nous considérons ce qui suit : a) le calcul de l'ajustement des prix LCO effectué tous les ans par Intelsat depuis la novation de notre contrat de service à partir du 18 juillet 2001 ainsi que b) la révision du panier de l'indice réalisée en juillet 2005 n'ont pas été faits conformément aux dispositions du contrat LCO et de l'appendice B du contrat LCO tels qu'ils ont été approuvés par le Conseil des Gouverneurs d'INTELSAT avant la privatisation. De plus, la méthode de calcul convenue entre Intelsat et l'ITSO conformément à la lettre d'Intelsat du 2 décembre 2003 n'a jamais été appliquée par Intelsat. De surcroît, Intelsat a confirmé dans ses lettres de déclaration de la direction relatives aux calculs de l'indice des prix LCO de 2002 et 2003 que ces calculs avaient été « effectués conformément aux dispositions du contrat LCO tel qu'il a été approuvé par l'Assemblée des Parties et le Conseil des Gouverneurs d'INTELSAT avant la privatisation. » (Non souligné dans le texte).

En conséquence :

- (i) La réduction de prix aurait dû être calculée à partir d'un prix de base de 1,92 million de dollars, comme cela avait été approuvé par le Conseil des Gouverneurs (puisque le prix de base de 1,71 million de dollars utilisé par Intelsat n'a jamais été approuvé ni par le Conseil des Gouverneurs, ni par l'Assemblée des Parties).
- (ii) Tous les calculs annuels de l'indice des prix LCO auraient dû être effectués conformément à la méthode de calcul qui avait été convenue avec Intelsat et qui était décrite dans la lettre d'Intelsat du 2 décembre 2003.
- (iii) La révision du panier de l'indice des prix LCO du quatrième anniversaire aurait dû être réalisée conformément aux objectifs définis dans le document BG-129-19, et doit être modifiée en conséquence.
- (iv) La révision du panier de l'indice des prix LCO du quatrième anniversaire n'aurait pas dû se traduire par une réduction du prix de base (à moins qu'une réduction des prix n'ait effectivement été accordée au client LCO). Au lieu de cela, elle aurait dû être limitée au contenu (à savoir les éléments et leurs coefficients de pondération) du panier de l'indice des prix LCO.
- (v) Un calcul définitif du trop-perçu doit être basé sur l'application de la méthode de calcul indiquée plus haut à l'alinéa (ii).

Selon les calculs annuels de l'indice des prix LCO effectués par Intelsat, la première réduction de prix (15,23 %) aurait dû être appliquée le 18 juillet 2003 si Intelsat avait retenu le prix de base de 1,92 million de dollars tel qu'il avait été approuvé par le Conseil des Gouverneurs. Par conséquent, nos factures auraient dû tenir compte de cette réduction de prix de 15,23 % du 18 juillet 2003 jusqu'à l'expiration de notre contrat. Le montant total de cette réduction de prix à laquelle nous pouvons prétendre aurait dû être de 902728,79 dollars, sans préjudice de toute autre déduction à calculer en tenant compte du calcul définitif du trop-perçu indiqué plus haut à l'alinéa (v).

Conformément aux conditions générales de notre contrat de service, un taux d'intérêt annuel de 16 % par an est également applicable, comme l'indique la pièce jointe No 1.

Nous demandons donc officiellement par la présente qu'Intelsat rembourse la totalité des sommes surfacturées depuis juillet 2003, en y ajoutant les intérêts applicables, comme l'indique en détail la pièce jointe No 1, dans un délai de 15 jours après réception de cette lettre.

En outre, à la date de réception de cette lettre se déclenche le mécanisme de règlement à l'amiable prévu à l'article 4.7 du contrat LCO. A cet effet, et conformément à l'article 4.02 de l'Accord de services publics, nous demandons que le Directeur général de l'ITSO nous aide à chercher un accord avec vous sur les conditions qui pourraient servir de base



à un règlement à l'amiable au sujet de toutes les questions soulevées plus haut aux alinéas (i), (ii), (iii), (iv) et (v).

Si un règlement à l'amiable n'a pas lieu dans un délai de soixante (60) jours après réception de cette lettre, conformément aux dispositions de l'article 4.7 du contrat LCO, nous nous réservons le droit de déposer une demande d'arbitrage devant la Chambre de commerce internationale (CCI) à tout moment.

Je compte sur votre coopération pour résoudre ce problème et vous prie d'agréer, Monsieur, les assurances de ma haute considération.



Directeur général
de l'exploitation et de Maintenance

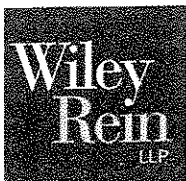
ABDUL MUNHEM YOUSSEF

Pièce jointe No. 1

Détails des calculs du trop-perçu

Année	Paiement total	Réduction de prix (15,23%)	Intérêts (à partir du date)	Total
2003	243574,95	37096,46	23473,42	60569,88
2004	1173554,89	178732,41	100090,15	278822,56
2005	1094773,61	166734,02	66693,61	233427,63
2006	1236540,50	188325,12	45198,03	233523,15
2007	632866,50	96385,57	-----	96385,57
Total Général				902728,79





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August 6, 2007

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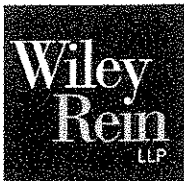
Abdul Munhem Youssef
Director General for L'Exploitation et la Maintenance
The Lebanese Ministry of Telecommunications
Riad El-Sohl Square
Almassaref Street
Ministry of Telecommunications Building
1st Floor
Beirut, Lebanon

Dear Sir:

On behalf of Intelsat, we have carefully reviewed your letter of 1 August 2007 and your claim for \$902,728.79. For the reasons explained below, Intelsat denies your request for reimbursement.

The relationship between the Lebanese Ministry of Telecommunications and Intelsat is exclusively contractual. The "LCO Contract" supplements certain underlying services agreements with specific clauses and an included Appendix B governing price protection and price adjustment. The resolution of the request made in your 1 August 2007 letter must arise from the text of the "LCO Contract" and its purposes as reflected in the text. The process by which Intelsat came to propose the "LCO Contract" cannot be used to override or amend the contract itself.

The claim you are making is for a price reduction under Section 4.3 of the "LCO Contract." Section 4.3 applies to certain "LCO Service Contracts." The "LCO Service Contracts" in force for the Lebanese Ministry of Telecommunications are described, as required by Section 4.1 of the "LCO Contract", in Appendix A to the "LCO Contract" that the Lebanese Ministry of Telecommunications agreed to make effective on July 18, 2001. According to Intelsat's records, the Lebanese Ministry of Telecommunications had only a single contract for carrier/channel service eligible for LCO Contract Protection as of July 18, 2001. That contract was renegotiated and replaced by a new 15 year post-privatization (non-LCO) service agreement on January 23, 2003. Thus, there has been no "LCO Service Contract" to which Section 4.3 could apply since January 23, 2003. Since your request for reimbursement is based on price adjustments you claim should have commenced on July 18, 2003 (more than six months after your "LCO Service Contract" terminated), it cannot be granted. Also, even if your 15 year novated service contract were considered to be an "LCO Service Contract" contrary to the express language of the "LCO Contract", price adjustment would not be available under Section 4.3 (c) of the "LCO Contract":



Abdul Munhem Youssef

August 6, 2007

Page 2

Any LCO Service Contract for a period of ten years or longer that is a channel/carrier commitment or a transponder lease service shall not be eligible for price reduction under this Section 4.3.

For these reasons alone, there is no basis for your request for reimbursement.

In addition, your request would not be well founded even were your LCO Service Contracts to be eligible (contrary to the express contractual language) for price reduction under Section 4.3(b) of the "LCO Service Contract." The \$953,341.59 you claim under Section 4.3(b) is premised on an initial index value ("base price") of \$1.92 million (U.S.). Your letter argues that the \$1.92 million (U.S.) value should be used because it "had been approved by the Board of Governors" while the U.S. \$1.71 million base price used by Intelsat "was never approved by the Board of Governors nor the Assembly of Parties." This argument is flawed in five fundamental respects:

(1) The \$1.92 million (U.S.) base was never identified as, and could not have been specified as, the Index value on September 30, 2000 called for in Section 4.1. Nor was the value in Appendix B as transmitted to, and signed by, the Lebanese Ministry of Telecommunications \$1.92 million (U.S.). Appendix B was properly calculated as \$1.71 million ("U.S.") as of September 30, 2000, was so proposed to the Lebanese Ministry of Telecommunications and is binding under the contract without regard to the internal INTELSAT process leading up to it.

(2) The \$1.92 million (U.S.) base, calculated with 1999 data, was put before the INTELSAT Board of Governors in March 2000 together with the proposed text of the "LCO Contract" which required a September 30, 2000 value. The Board presentation used the \$1.92 million (U.S.) figure for one sample calculation because it was then impossible to calculate the September 30, 2000 Index value required by the contemporaneously proposed text of the "LCO Contract."

(3) The presentation made to the Board of Governors in March 2000 also was put before AP-25 in November 2000. Appendix B, as then presented, had an express disclaimer.

NOTE: The following LCO Pricing Index Basket is a sample only, taken from BG-131-15 (Rev. 1), Att. No. 4, Scenario 2.

Abdul Munhem Youssef
August 6, 2007
Page 3

The definitive basket will be prepared for approval based upon data as of 30 September 2000.¹ (emphasis in original)

Thus, both the approval of the "LCO Contract" by the Board of Governors in March 2000 and by the Assembly of Parties in November 2000 contemplated that INTELSAT Management would calculate the "definitive basket" to be used in Appendix B to be presented for signature some time after September 30, 2000 based on September 30, 2000 values. The "definitive basket" calculation was made on December 28, 2000 and was reviewed by the Board of Governors as part of its final review of all documents relating to privatization. It became the Appendix B in the "LCO Contract" proposed to and agreed by the Lebanese Ministry of Telecommunications and effective on July 18, 2001.

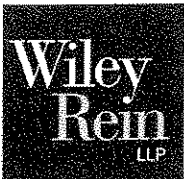
(4) AP-27 reviewed the application of the \$1.71 million (U.S.) base price on May 31, 2002 to determine whether a price adjustment could be expected on July 18, 2002. No question was raised regarding the base price and the Director General then reported that Intelsat had met its Public Service Obligations under the "LCO Contract." Report of the Director General on the Performance by Intelsat, Ltd. of the Public Service Obligation AP-27-16-E, pp. 12, 18. The AP agreed. ITSO Assembly of Parties "Record of Decision of the Twenty-Seventh Meeting," AP-27-3E, p. 9.

(5) ITSO members subsequently were advised by ITSO's own expert consultant, LECG, that the \$1.92 million (U.S.) was never intended to be a base price for "LCO Contract" purposes. In October 2003, LECG told the ITSO Advisory Committee:

The approved basket framework was 'based on 1999 actual tariffs, traffic and revenue data,' and was subject to update based on the LCO eligible countries and their traffic and revenue data as of November 2000. The Twenty-fifth Assembly of Parties (AP-25) approved this approach, as embodied in the LCO Contract, subject to an update of the Index basket based on 30 September 2000 data.²

¹ "Intelsat Assembly of Parties: Record of Decisions of the Twenty-Fifth (Extraordinary) Meeting," AP-25-3E at Attachment No. 4, p. 12 (27 November 2000).

² "Status Report of the Director General on the Performance by Intelsat, Ltd. of its Lifeline Connectivity Obligations," IAC-2-9E at Attachment No. 3, p. 19 (28 October 2003) (citing BG-131-15E (Rev. 1) at 10; AP-25-3E FINAL at ¶9 and Attachment 4.)



Abdul Munhem Youssef

August 6, 2007

Page 4

In sum, the \$1.71 million (U.S.) base price set forth in Appendix B in the LCO Contract is the only base price contemplated by Section 4.1 for use in applying Section 4.3. There is no validity to any claim which employs a different base price and there would be no basis for the Lebanese Ministry of Telecommunications' \$902,728.79 claim under Section 4.3 (even if not precluded by Section 4.3(c)) when the correct \$1.71 million (U.S.) Index value is recognized.

Your letter also raises additional concerns relating to Index calculation methodology and the fourth year LCO Pricing Index basket revision. The calculation concerns are said to relate to the "overcharges" claim premised on the \$1.92 million (U.S.) base price that has been discussed above. Absent a foundation for the underlying overcharges claim, a detailed examination of calculation methodology would be inappropriate.

With respect to the revised pricing basket, Section 4.1 requires "that it represents the usage patterns of LCO Service Contracts at that [revision date] time." Intelsat carefully reviewed LCO Service Contract usage patterns as of July 18, 2005 and revised the Pricing Index basket accordingly. This revision resulted in a change in basket elements and a consequent change in base price. The base price change was fully consistent with the purpose of the LCO Pricing Index which is to ensure that significant (15% or more) downward price adjustments in comparable non-LCO service contracts result in Section 4.3 price adjustments to specified "LCO Contracts." Continuing to use basket elements not matched by LCO contract usage would not reflect the actual comparison between the treatment of LCO and non-LCO customers and would be inconsistent with the purpose of Section 4.3.

We trust that this information will resolve your concerns.

Sincerely yours,

A handwritten signature in dark ink, appearing to read "Bert Rein", written in a cursive style.

Bert W. Rein

cc: Phillip Spector, Esq.
Stephen Chernow, Esq.
Mr. Ahmed Toumi



TELECOPIE/FAC-SMILE

To

Name: Directory of
Global Sales and Marketing

Company: INTELSAT

Fax no.: +44 208 899 6194

Phone no.:

Copy: ACI

Réf. **N° 686**

Subject: LCO Price Protection Mechanism
-Dispute Resolution (Article 4.7 of LCO Contract)

From

Corresponding: Mme Aïssatou Dieng DIOP
Directeur des Opérations Internationales

Company: SONATEL

Fax no.: +221 823 29 71 / 221 823 30 81

Phone no.: +221 839 25 03 / +221 839 22 57

E-mail: assaitou.dieng@orange-sonatel.com

SNT/DG/DOI

Date: 30/08/2007


Dear Sir,

Please find in attachment the LCO price protection mechanism document duly signed. Please confirms reception at the following fax number: +221 823 29 71

Best regards.

Mme Aïssatou Dieng DIOP

Directeur des Opérateurs et des Relations
Internationales


Le Directeur des Opérations
Internationales
PAR INTERIM

Salles TOURE





Date 30 AOUT 2007

Intelsat Global Sales and Marketing Ltd. (U.K.)
Building 3, Chiswick Park
566 Chiswick High Road
London W4 5YA
United Kingdom
Fax: +44 208 899 6194

Subject: LCO Price Protection Mechanism
- Dispute Resolution (Article 4.7 of LCO Contract)

Dear Sir,

We refer to our LCO Contract, dated as of 18 July 2001, and to the LCO Price Protection mechanism.

In accordance with the decisions of the 25th Assembly of Parties (November 2000), which created the LCO Pricing Index mechanism, the Director General of ITSO has started discussions with Intelsat to clarify the calculation methodology of the LCO Pricing Index basket (Appendix B of the LCO Contract) more than five years ago, and that no satisfactory agreement has been reached.

Further to the presentation made by Intelsat to the LCO Task Group, which was created by the 31st Assembly of Parties (March 2007), and the recommendations made by the LCO Task Group, we are of the opinion that: (a) the calculation of the LCO adjustment carried out annually by Intelsat since the novation of our Service Contract, as of 18 July 2001, as well as (b) the revision of the Index basket carried out in July 2005, were not made in accordance with the provisions of the LCO Contract and Appendix B of the LCO Contract, as approved by INTELSAT's Board of Governors prior to privatization. Moreover, the calculation methodology agreed between Intelsat and ITSO pursuant to Intelsat's letter of 2 December 2003, was never applied by Intelsat. Further, Intelsat confirmed in its Management Representation letters for its 2002 and 2003 LCO Pricing Index calculations that those calculations were "performed in accordance with the LCO Contract as approved by the Assembly of Parties and Board of Governors of INTELSAT prior to privatization." (Emphasis added.)

As a result:

- (i) The price reduction should have been calculated on the basis of a base price of US\$ 1.92 million, as had been approved by the Board of Governors (since the US\$ 1.71 million base price used by Intelsat was never approved by the Board of Governors, nor the Assembly of Parties).
- (ii) All annual LCO Pricing Index calculations should have been carried out in accordance with the calculation methodology, as agreed with Intelsat and as set out in the Intelsat letter of 2 December 2003.



LCO Dispute Resolution
Page 2

- (iii) The fourth year LCO Pricing Index basket revision should have been carried out in accordance with the objectives set forth in document BG-129-19, and should be revised accordingly.
- (iv) The fourth year LCO Pricing Index basket revision should not have resulted in a reduction of the base price (unless an actual price reduction is granted to the LCO customer), but instead, should have been limited to the content (e.g., the elements and their weights) of the LCO Pricing Index basket.
- (v) A final determination of the overcharges would be based on the implementation of the calculation methodology, referenced in (ii) above.

Based on the annual LCO Pricing Index calculations made by Intelsat, the first price reduction (15.23%) should have occurred on 18 July 2003, if Intelsat had utilized the \$1.92 million base price, as approved by the Board of Governors. As a result, our invoices should have reflected this 15.23% price reduction since 18 July 2003, for the remainder of the term of our contract. The total amount of this price reduction entitlement would have been US \$ _____, subject to any further deduction to be calculated based on the final determination of overcharges, referenced in (v) above.

In accordance with the general terms and conditions applicable to our Services Contract, a 16% interest per annum is also applicable, as shown in Attachment No. 1.

We, therefore, hereby formally request that Intelsat reimburse the total amounts overcharged since July 2003, plus the applicable interest, as detailed in Attachment No. 1, within 15 days from the receipt of this letter.

The date of receipt of this letter also triggers the amicable settlement mechanism provided under Article 4.7 of the LCO Contract. For that purpose, and further to Article 4.02 of the Public Service Agreement, we request that the Director General of ITSO assist us to endeavor to agree with you on the terms and conditions that could be the basis of an amicable settlement in respect to all issues raised in (i), (ii) (iii), (iv) and (v) above.

Failing an amicable settlement within sixty (60) days of receipt of this letter, and pursuant to Article 4.7 of the LCO Contract, we reserve our rights to file an arbitration request before the International Chamber of Commerce (ICC) at any time.

We look forward to your cooperation in resolving this issue.

Yours sincerely,

Directeur Général Adjoint

M. Jean BARDET
Deputy General Manager


Jean BARDET

cc: Mr. David Mc Glade, CEO, Intelsat, Ltd.
LCO's State Party
ITSO - Director General

taux d'intérêt annuel
16,0%

taux d'intérêt mensuel
1,33%

Date de calcul du remboursement
31-juil.-07

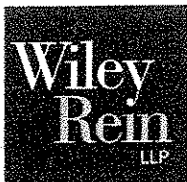
Porteuses	Date de début/ Application baïsse (A)	Date désactivation (B)	Date de calcul du Remboursement (C)	Montant redevance mensuelle	Baïsse applicable sur redevance mensuelle (15,23%)	Nbre de mois entre application baïsse et Désactivation (B-A)	Nbre de mois entre Désactivation et date calcul du rembourst (C-B)	VA remb à la date désactivation)	Montant du Remboursement à Réclamer à la date calcul du remboursement
Autriche AFLENZ-DAKAR 5N001	18-juil.-03	7-févr.-05	31-juil.-07	1475,0	224,6	18,63	29,80	\$4 716,26	\$6 998,69
BARCEL-DAKAR 30N600	18-juil.-03	1-oct.-04	31-juil.-07	1938,0	295,2	14,43	34,00	\$4 663,53	\$7 316,34
DAKAR-LONDON 30N001	18-juil.-03	17-juin-04	31-juil.-07	6621,5	1 008,5	10,97	37,47	\$11 824,30	\$19 422,09
DAKAR-LONDON 8N001	18-juil.-03	en cours	31-juil.-07	1940,0	295,5	48,43	0,00	\$19 929,23	\$19 929,23
DAKAR-PARIS 30N001	18-juil.-03	17-juin-04	31-juil.-07	6621,5	1 008,5	10,97	37,47	\$11 824,30	\$19 422,09
DAKAR-REIMS 30N720	18-juil.-03	21-juil.-04	31-juil.-07	7790,0	1 186,4	12,10	36,33	\$15 467,13	\$25 027,12

données à modifier

Montant total du remboursement à la date du 31-juil.-07

\$98 115,56

Année	Paiement Total en US\$	Réduction de prix (15,23%)	Remboursement avec Intérêts à partir du 18 juillet 2003
2003	171509	26120,82	\$45 890,01
2004	171377	26100,72	11722,97
2005	23280	3545,54	13742,49
2006	23280	3545,54	16109,93
2007	13580	2068,23	10650,16
Total à rembourser au 31 juillet 07			\$98 115,56



1776 K STREET NW
WASHINGTON, DC 20006
PHONE 202.719.7000
FAX 202.719.7049

7925 JONES BRANCH DRIVE
McLEAN, VA 22102
PHONE 703.905.2800
FAX 703.905.2820

www.wileyrein.com

September 14, 2007

Bert W. Rein
202.719.7080
brein@wileyrein.com

M. Jean Bardet
Deputy General Manager
Sonatel
6 Rue Wagane Diouf
BP 69
Dakar, Senegal

Dear Sir:

On behalf of Intelsat, we have carefully reviewed your letter of 30 August 2007 and your claim for \$98,115.56. For the reasons explained below, Intelsat denies your request for reimbursement.

The relationship between Sonatel and Intelsat is exclusively contractual. The "LCO Contract" supplements certain underlying services agreements with specific clauses and an included Appendix B governing price protection and price adjustment. The resolution of the request made in your 30 August 2007 letter must arise from the text of the "LCO Contract" and its purposes as reflected in the text. The process by which Intelsat came to propose the "LCO Contract" cannot be used to override or amend the contract itself.

The claim you are making is for a price reduction under Section 4.3 of the "LCO Contract." Section 4.3 applies to certain "LCO Service Contracts." The "LCO Service Contracts" for Sonatel are described, as required by Section 4.1 of the "LCO Contract," in Appendix A to the "LCO Contract" that Sonatel agreed to make effective on July 18, 2001. According to Intelsat's records, Sonatel had the following six contracts eligible for "LCO Price Protection" as of July 18, 2001: Channel Services 300916, 307468, 307569, 309987, 312137 and 312301. Service contract 307468 was renegotiated and replaced with a new service contract covering a different bandwidth tier, thus ending "LCO Price Protection." Service contracts 300916, 307569, 309987, 312137 and 312301 were cancelled by Sonatel and upon cancellation were no longer eligible for "LCO Price Protection." While your letter recognizes that these contracts are no longer active, in several instances your letter incorrectly specifies the date on which the service contract was no longer eligible for "LCO Price Protection." The correct date for the termination of "LCO Price Protection" for each of the six service contracts is as follows: Contract 307468 – "LCO Price Protection" ended 31 March 2003; Contract 307569 – "LCO Price Protection" ended 26 June 2003; Contract 309987 – "LCO Price Protection" ended 3 September 2003; Contract 312301 – "LCO Price Protection" ended 17 July 2004; Contract 300916 – "LCO Price Protection" ended 30 September 2004; and Contract



M. Jean Bardet
September 14, 2007
Page 2

312137 – “LCO Price Protection” ended 7 February 2005. Since your request for reimbursement is based on price adjustments you claim should have commenced on July 19, 2003, those service contracts with “LCO Price Protection” ending before that date (Contracts 307468 and 307569) would be ineligible for any claimed price reduction. For a number of the other service contracts (Contracts 309987, 312301 and 300916) you have overstated the “LCO Price Protection” eligibility period, and thus the base dollar amount from which you calculated the claimed reimbursement for each of these contracts is incorrect. For these reasons, the amount of your total claimed reimbursement, \$98,115.56, is based on an incorrect premise.

In addition to this problem, the \$98,115.56 you claim under Section 4.3(b) is premised on an initial index value (“base price”) of \$1.92 million (U.S.). Your letter argues that the \$1.92 million (U.S.) value should be used because it “had been approved by the Board of Governors” while the U.S. \$1.71 million base price used by Intelsat “was never approved by the Board of Governors, nor the Assembly of Parties.” This argument is flawed in five fundamental respects:

(1) The \$1.92 million (U.S.) base was never identified as, and could not have been specified as, the Index value on September 30, 2000 called for in Section 4.1. Nor was the value in Appendix B as transmitted to, and signed by, Sonatel \$1.92 million (U.S.). Appendix B was properly calculated as \$1.71 million (“U.S.”) as of September 30, 2000, was so proposed to Sonatel and is binding under the contract without regard to the internal INTELSAT process leading up to it.

(2) The \$1.92 million (U.S.) base, calculated with 1999 data, was put before the INTELSAT Board of Governors in March 2000 together with the proposed text of the “LCO Contract” which required a September 30, 2000 value. The Board presentation used the \$1.92 million (U.S.) figure for one sample calculation because it was then impossible to calculate the September 30, 2000 Index value required by the contemporaneously proposed text of the “LCO Contract.”

(3) The presentation made to the Board of Governors in March 2000 also was put before AP-25 in November 2000. Appendix B, as then presented, had an express disclaimer.

NOTE: The following LCO Pricing Index Basket is a sample only, taken from BG-131-15 (Rev. 1), Att. No. 4, Scenario 2.

M. Jean Bardet
September 14, 2007
Page 3

The definitive basket will be prepared for approval based upon data as of 30 September 2000.¹ (emphasis in original)

Thus, both the approval of the "LCO Contract" by the Board of Governors in March 2000 and by the Assembly of Parties in November 2000 contemplated that INTELSAT Management would calculate the "definitive basket" to be used in Appendix B to be presented for signature some time after September 30, 2000 based on September 30, 2000 values. The "definitive basket" calculation was made on December 28, 2000 and was reviewed by the Board of Governors as part of its final review of all documents relating to privatization. It became the Appendix B in the "LCO Contract" proposed to and agreed by Sonatel and effective on July 18, 2001.

(4) AP-27 reviewed the application of the \$1.71 million (U.S.) base price on May 31, 2002 to determine whether a price adjustment could be expected on July 18, 2002. No question was raised regarding the base price and the Director General then reported that Intelsat had met its Public Service Obligations under the "LCO Contract." Report of the Director General on the Performance by Intelsat, Ltd. of the Public Service Obligation AP-27-16-E, pp. 12, 18. The AP agreed. ITSO Assembly of Parties "Record of Decision of the Twenty-Seventh Meeting," AP-27-3E, p. 9.

(5) ITSO members subsequently were advised by ITSO's own expert consultant, LECG, that the \$1.92 million (U.S.) was never intended to be a base price for "LCO Contract" purposes. In October 2003, LECG told the ITSO Advisory Committee:

The approved basket framework was 'based on 1999 actual tariffs, traffic and revenue data,' and was subject to update based on the LCO eligible countries and their traffic and revenue data as of November 2000. The Twenty-fifth Assembly of Parties (AP-25) approved this approach, as embodied in the LCO Contract, subject to an update of the Index basket based on 30 September 2000 data.²

¹ "Intelsat Assembly of Parties: Record of Decisions of the Twenty-Fifth (Extraordinary) Meeting," AP-25-3E at Attachment No. 4, p. 12 (27 November 2000).

² "Status Report of the Director General on the Performance by Intelsat, Ltd. of its Lifeline Connectivity Obligations," IAC-2-9E at Attachment No. 3, p. 19 (28 October 2003) (citing BG-131-15E (Rev. 1) at 10; AP-25-3E FINAL at ¶9 and Attachment 4.)



M. Jean Bardet
September 14, 2007
Page 4

In sum, the \$1.71 million (U.S.) base price set forth in Appendix B in the LCO Contract is the only base price contemplated by Section 4.1 for use in applying Section 4.3. There is no validity to any claim which employs a different base price and there would be no basis for Sonatel's \$98,115.56 claim under Section 4.3 when the correct \$1.71 million (U.S.) Index value is recognized.

Your letter also raises additional concerns relating to Index calculation methodology and the fourth year LCO Pricing Index basket revision. The calculation concerns are said to relate to the "overcharges" claim premised on the \$1.92 million (U.S.) base price that has been discussed above. Absent a foundation for the underlying overcharges claim, a detailed examination of calculation methodology would be inappropriate.

With respect to the revised pricing basket, Section 4.1 requires "that it represents the usage patterns of LCO Service Contracts at that [revision date] time." Intelsat carefully reviewed LCO Service Contract usage patterns as of July 18, 2005 and revised the Pricing Index basket accordingly. This revision resulted in a change in basket elements and a consequent change in base price. The base price change was fully consistent with the purpose of the LCO Pricing Index which is to ensure that significant (15% or more) downward price adjustments in comparable non-LCO service contracts result in Section 4.3 price adjustments to specified "LCO Contracts." Continuing to use basket elements not matched by LCO contract usage would not reflect the actual comparison between the treatment of LCO and non-LCO customers and would be inconsistent with the purpose of Section 4.3.

We trust that this information will resolve your concerns.

Sincerely yours,

A handwritten signature in dark ink, appearing to read "B. W. Rein", with a stylized flourish at the end.

Bert W. Rein
John R. Shane

cc: Phillip Spector, Esq.
Stephen Chernow, Esq.
Mr. Ahmed Toumi

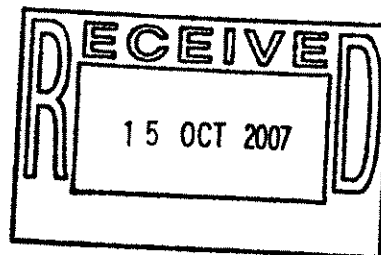
MTN UGANDA LIMITED

MTN Towers 22 Hannington Road PO Box 24624 Kampala Uganda
Tel +256 31 212 333 Fax +256 31 212 291 Website: www.mtn.co.ug
REGISTRATION NUMBER 37058



6th September 2007

Intelsat Global Sales and Marketing Ltd. (U.K.)
Building 3, Chiswick Park
566 Chiswick High Road
London W4 5YA
United Kingdom
Fax: -44 208 899 6194



Subject: LCO Price Protection Mechanism
- Dispute Resolution (Article 4.7 of LCO Contract)

Dear Sir:

We refer to our LCO Contract, dated as of 18 July 2001, and to the LCO Price Protection mechanism.

In accordance with the decisions of the 25th Assembly of Parties (November 2000), which created the LCO Pricing Index mechanism, the Director General of ITSO has started discussions with Intelsat to clarify the calculation methodology of the LCO Pricing Index basket (Appendix B of the LCO Contract) more than five years ago, and that no satisfactory agreement has been reached.

Further to the presentation made by Intelsat to the LCO Task Group, which was created by the 31st Assembly of Parties (March 2007), and the recommendations made by the LCO Task Group, we are of the opinion that: (a) the calculation of the LCO adjustment carried out annually by Intelsat since the novation of our Service Contract, as of 18 July 2001, as well as (b) the revision of the Index basket carried out in July 2005, were not made in accordance with the provisions of the LCO Contract and Appendix B of the LCO Contract, as approved by INTELSAT's Board of Governors prior to privatization.

Moreover, the calculation methodology agreed between Intelsat and ITSO pursuant to Intelsat's letter of 2 December 2003, was never applied by Intelsat. Further, Intelsat confirmed in its Management Representation letters for its 2002 and 2003 LCO Pricing Index calculations that those calculations were "performed in accordance with the LCO Contract as approved by the Assembly of Parties and Board of Governors of INTELSAT prior to privatization." (Emphasis added.)

As a result:

- (i) The price reduction should have been calculated on the basis of a base price of US \$1.92 million, as had been approved by the Board of Governors (since the US \$1.71 million base price used by Intelsat was never approved by the Board of Governors, nor the Assembly of Parties).
- (ii) All annual LCO Pricing Index calculations should have been carried out in accordance with the calculation methodology, as agreed with Intelsat and as set out in the Intelsat letter of 2 December 2003.

- (iii) The fourth year LCO Pricing Index basket revision should have been carried out in accordance with the objectives set forth in document BG-129-19, and should be revised accordingly.
- (iv) The fourth year LCO Pricing Index basket revision should not have resulted in a reduction of the base price (unless an actual price reduction is granted to the LCO customer), but instead, should have been limited to the content (e.g., the elements and their weights) of the LCO Pricing Index basket.
- (v) A final determination of the overcharges would be based on the implementation of the calculation methodology, referenced in (ii) above.

Based on the annual LCO Pricing Index calculations made by Intelsat, the first price reduction (15.23%) should have occurred on 18 July 2003, if Intelsat had utilized the \$1.92 million base price, as approved by the Board of Governors. As a result, our invoices should have reflected this 15.23% price reduction since 18 July 2003, for the remainder of the term of our contract. The total amount so far paid to Intelsat since 2003 to date is attached hereto as Attachment No 1.

In accordance with the general terms and conditions applicable to our Services Contract, a 16% interest per annum is also applicable, as shown in Attachment No. 1.

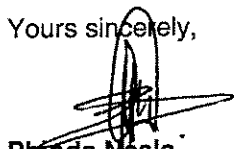
We, therefore, hereby formally request that Intelsat reimburse the total amounts overcharged since July 2003, plus the applicable interest, based on the total sums so far paid and reflected in Attachment No. 1, within 15 days from the receipt of this letter.

The date of receipt of this letter also triggers the amicable settlement mechanism provided under Article 4.7 of the LCO Contract. For that purpose, and further to Article 4.02 of the Public Service Agreement, we request that the Director General of ITSO assist us to endeavor to agree with you on the terms and conditions that could be the basis of an amicable settlement in respect to all issues raised in (i), (ii) (iii), (iv) and (v) above.

Failing an amicable settlement within sixty (60) days of receipt of this letter, and pursuant to Article 4.7 of the LCO Contract, we reserve our rights to file an arbitration request before the International Chamber of Commerce (ICC) at any time.

We look forward to your cooperation in resolving this issue.

Yours sincerely,



Phinda Ncala
Ag Chief Executive Officer

cc: Mr. David McGlade, CEO, Intelsat, Ltd.
LCO's State Party
ITSO – Director General

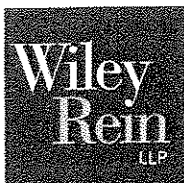
Attachment No. 1

Details of payments so far made

Invoice No	Capture Date	Amount (USD)
B-1012999	2003	105,808.23
B-1015701	2003	54,942.20
B-1015623	2003	36,485.95
B-1021198	2003	58,894.78
B-1021199	2003	33,790.00
B-1018418	2003	88,735.85
06-105-001	2003	87,123.47
08-100-005	2003	6,773.43
B-1001152	2003	100,844.37
B-1008067	2003	103,164.61
5170-200301-054	2003	14,485.62
5170-200301-053	2003	85,837.42
5170-200212-051	2003	14,485.62
5170-200212-050	2003	77,789.33
B-1026904	2003	58,322.00
B-1026905	2003	33,790.00
B-1024025	2003	58,322.00
B-1024026	2003	33,790.00
B-1010534	2003	88,813.62
B-1003440	2003	14,485.62
B-1003362	2003	86,358.75
B-1056740/1	2004	81,846.48
B-1064306	2004	87,091.28
B-1060508A	2004	22,980.00
B-1060507A	2004	62,568.00
B-1039176	2004	82,297.00
B-1036029	2004	82,863.61
B-1042383	2004	63,107.00
B-1042384	2004	19,190.00
B-1046055	2004	64,998.00
B-1046056	2004	19,190.00
B-1029902	2004	90,278.00
B-1032950/49	2004	90,147.00
B-1049419/20	2004	87,968.00
B-1095791	2005	24,945.00
B-1095790	2005	72,848.90
B-1099957	2005	24,945.00
B-1099956	2005	72,849.00
B-1104166	2005	72,849.00
B-1104167	2005	24,945.00
B-1083586	2005	24,945.00
B-1083585	2005	65,577.60
B-1075667	2005	24,879.50
B-1075666	2005	66,900.00
B-1068153	2005	22,980.00
B-1068152	2005	80,258.24
B-1087618	2005	66,900.00
B-1087619	2005	24,945.00
B-1053048	2005	19,190.00

B-1053047	2005	63,093.00
B-1071747	2005	22,980.00
B-1071746	2005	67,087.11
B-1112737	2005	24,945.00
B-1108420	2005	24,945.00
B-1108419	2005	74,369.00
B-1091718	2005	24,945.00
B-1091717	2005	71,262.60
B-1079605	2005	66,900.00
B-1079606	2005	24,945.00
080631-014895	2006	68,250.00
015798	2006	68,250.00
100631-017641	2006	68,250.00
015354	2006	57,281.00
014441	2006	57,281.00
005330	2006	68,250.00
004280	2006	68,250.00
005013	2006	68,250.00
004694	2006	22,105.00
004693	2006	94,648.25
008692	2006	68,250.00
007727	2006	68,250.00
005731	2006	16,425.00
007254	2006	85,226.50
005730	2006	85,226.50
008227	2006	79,437.04
010631-003337	2006	75,653.22
010645-003022	2006	49,890.00
B-1112736	2006	87,503.99
021303	2006	68,250.00
019482	2006	6,825.00
017202	2006	57,281.00
070645-012655	2006	79,023.50
013114	2006	68,250.00
003962	2006	24,945.00
003961	2006	75,804.75
003021	2006	97,550.50
001392	2006	107,080.10
050731-045671	2007	68,250.00
030731-033400	2007	68,250.00
020745-032954	2007	57,281.00
010745-026217	2007	57,281.00
020728-026653	2007	68,250.00
048674	2007	68,250.00
045231	2007	57,281.00
048238	2007	57,281.00
110645-020869	2007	57,281.00
010731-023144	2007	68,250.00
019482A	2007	56,600.00
019039	2007	57,281.00
120645-022709	2007	57,281.00
030745-038952	2007	57,281.00
005170-040730-0	2007	68,250.00
051817	2007	68,250.00

053022	2007	62,637.00
053447	2007	68,250.00
51383	6/29/1905	58,709.22
TOTAL		6,218,168.54



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November 2, 2007

Bert W. Rein
202.719.7080
brein@wileyrein.com

Phinda Ncala
AG Chief Executive Officer
MTN Uganda Limited
MTN Towers
22 Hannington Road
Kampala, Uganda

Dear Sir:

On behalf of Intelsat, we have carefully reviewed your letter of 6 September 2007 and your claim for reimbursement. For the reasons explained below, Intelsat denies your request for reimbursement.

The relationship between MTN Uganda Limited ("MTN") and Intelsat is exclusively contractual. The "LCO Contract" supplements certain underlying services agreements with specific clauses and an included Appendix B governing price protection and price adjustment. The resolution of the request made in your 6 September 2007 letter must arise from the text of the "LCO Contract" and its purposes as reflected in the text. The process by which Intelsat came to propose the "LCO Contract" cannot be used to override or amend the contract itself.

The claim you are making is for a price reduction under Section 4.3 of the "LCO Contract." Section 4.3 applies to certain "LCO Service Contracts." The "LCO Service Contracts" for MTN are described, as required by Section 4.1 of the "LCO Contract," in Appendix A to the "LCO Contract" that MTN agreed to make effective on July 18, 2001. According to Intelsat's records, the invoice payments you reference in Attachment No. 1 to your 6 September 2007 letter are for both "LCO Service Contracts" and non-LCO service contracts. Indeed, all 2007 invoice payments listed in Attachment No. 1 relate solely to non-LCO service contracts. Payments for non-LCO service contracts are not subject to the price adjustment provisions under the "LCO Contract." As you have apparently used the total dollar amount paid to Intelsat since the date you claim the price adjustment should have commenced (July 18, 2003) as the base from which you assert the claimed reimbursement should be calculated, your reimbursement claim proceeds from an incorrect premise.

In addition to this problem, the reimbursement you claim under Section 4.3(b) is premised on an initial index value ("base price") of \$1.92 million (U.S.). Your letter argues that the \$1.92 million (U.S.) value should be used because it "had been approved by the Board of Governors" while the U.S. \$1.71 million base price used

Phinda Ncala
November 2, 2007
Page 2

by Intelsat "was never approved by the Board of Governors, nor the Assembly of Parties." This argument is flawed in five fundamental respects:

(1) The \$1.92 million (U.S.) base was never identified as, and could not have been specified as, the Index value on September 30, 2000 called for in Section 4.1. Nor was the value in Appendix B as transmitted to, and signed by, MTN \$1.92 million (U.S.). Appendix B was properly calculated as \$1.71 million ("U.S.") as of September 30, 2000, was so proposed to MTN and is binding under the contract without regard to the internal INTELSAT process leading up to it.

(2) The \$1.92 million (U.S.) base, calculated with 1999 data, was put before the INTELSAT Board of Governors in March 2000 together with the proposed text of the "LCO Contract" which required a September 30, 2000 value. The Board presentation used the \$1.92 million (U.S.) figure for one sample calculation because it was then impossible to calculate the September 30, 2000 Index value required by the contemporaneously proposed text of the "LCO Contract."

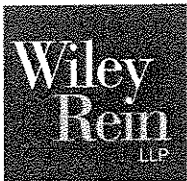
(3) The presentation made to the Board of Governors in March 2000 also was put before AP-25 in November 2000. Appendix B, as then presented, had an express disclaimer.

NOTE: The following LCO Pricing Index Basket is a sample only, taken from BG-131-15 (Rev. 1), Att. No. 4, Scenario 2. The definitive basket will be prepared for approval based upon data as of 30 September 2000.¹ (emphasis in original)

Thus, both the approval of the "LCO Contract" by the Board of Governors in March 2000 and by the Assembly of Parties in November 2000 contemplated that INTELSAT Management would calculate the "definitive basket" to be used in Appendix B to be presented for signature some time after September 30, 2000 based on September 30, 2000 values. The "definitive basket" calculation was made on December 28, 2000 and was reviewed by the Board of Governors as part of its final review of all documents relating to privatization. It became the Appendix B in the "LCO Contract" proposed to and agreed by MTN and effective on July 18, 2001.

(4) AP-27 reviewed the application of the \$1.71 million (U.S.) base price on May 31, 2002 to determine whether a price adjustment could be expected

¹ "Intelsat Assembly of Parties: Record of Decisions of the Twenty-Fifth (Extraordinary) Meeting," AP-25-3E at Attachment No. 4, p. 12 (27 November 2000).



Phinda Ncala
November 2, 2007
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on July 18, 2002. No question was raised regarding the base price and the Director General then reported that Intelsat had met its Public Service Obligations under the "LCO Contract." Report of the Director General on the Performance by Intelsat, Ltd. of the Public Service Obligation AP-27-16-E, pp. 12, 18. The AP agreed. ITSO Assembly of Parties "Record of Decision of the Twenty-Seventh Meeting," AP-27-3E, p. 9.

(5) ITSO members subsequently were advised by ITSO's own expert consultant, LECG, that the \$1.92 million (U.S.) was never intended to be a base price for "LCO Contract" purposes. In October 2003, LECG told the ITSO Advisory Committee:

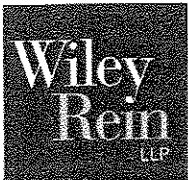
The approved basket framework was 'based on 1999 actual tariffs, traffic and revenue data,' and was subject to update based on the LCO eligible countries and their traffic and revenue data as of November 2000. The Twenty-fifth Assembly of Parties (AP-25) approved this approach, as embodied in the LCO Contract, subject to an update of the Index basket based on 30 September 2000 data.²

In sum, the \$1.71 million (U.S.) base price set forth in Appendix B in the LCO Contract is the only base price contemplated by Section 4.1 for use in applying Section 4.3. There is no validity to any claim which employs a different base price and there would be no basis for MTN's reimbursement claim under Section 4.3 when the correct \$1.71 million (U.S.) Index value is recognized.

Your letter also raises additional concerns relating to Index calculation methodology and the fourth year LCO Pricing Index basket revision. The calculation concerns are said to relate to the "overcharges" claim premised on the \$1.92 million (U.S.) base price that has been discussed above. Absent a foundation for the underlying overcharges claim, a detailed examination of calculation methodology would be inappropriate.

With respect to the revised pricing basket, Section 4.1 requires "that it represents the usage patterns of LCO Service Contracts at that [revision date] time." Intelsat carefully reviewed LCO Service Contract usage patterns as of July 18, 2005 and

² "Status Report of the Director General on the Performance by Intelsat, Ltd. of its Lifeline Connectivity Obligations," IAC-2-9E at Attachment No. 3, p. 19 (28 October 2003) (citing BG-131-15E (Rev. 1) at 10; AP-25-3E FINAL at ¶9 and Attachment 4.)



Phinda Ncala
November 2, 2007
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revised the Pricing Index basket accordingly. This revision resulted in a change in basket elements and a consequent change in base price. The base price change was fully consistent with the purpose of the LCO Pricing Index which is to ensure that significant (15% or more) downward price adjustments in comparable non-LCO service contracts result in Section 4.3 price adjustments to specified "LCO Contracts." Continuing to use basket elements not matched by LCO contract usage would not reflect the actual comparison between the treatment of LCO and non-LCO customers and would be inconsistent with the purpose of Section 4.3.

We trust that this information will resolve your concerns.

Sincerely yours,

A handwritten signature in cursive script that reads "Bert W. Rein".

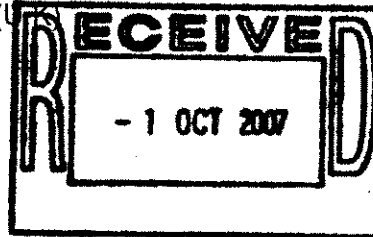
Bert W. Rein
John R. Shane

cc: Phillip Spector, Esq.
Stephen Chernow, Esq.
Mr. Ahmed Toumi



21 September 2007

Intelsat Global Sales and Marketing Ltd. (UK)
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SUBJECT: LCO PRICE PROTECTION MECHANISM
- DISPUTE RESOLUTION (ARTICLE 4.7 OF LCO CONTRACT)

Dear Sir

We refer to our LCO Contract, dated 18 July 2001, and the LCO Price Protection mechanism.

In accordance with the decisions of the 25th Assembly of Parties (November 2000), which created the LCO Pricing Index mechanism, the Director General of ITSO has started discussions with Intelsat to clarify the calculation methodology of the LCO Pricing Index basket (Appendix B of the LCO Contract) more than five years ago and no satisfactory agreement has been reached.

Further to the presentation made by Intelsat to the LCO Task Group, which was created by the 31st Assembly of Parties (March 2007), and the recommendations made by the LCO Task Group, we are of the opinion that: (a) the calculation of the LCO adjustment carried out annually by Intelsat since the novation of our Service Contract, as of 18 July 2001, as well as (b) the revision of the Index basket carried out in July 2005, were not made in accordance with the provisions of the LCO Contract and Appendix B of the LCO Contract as approved by INTELSTAT's Board of Governors prior to privatization. Moreover, the calculation methodology agreed between Intelsat and ITSO pursuant to Intelsat's letter of 2 December 2003, was never applied by Intelsat. Further, Intelsat confirmed in its Management Representation letters for its 2002 and 2003 LCO Pricing Index calculations that those calculations were "performed in accordance with the LCO Contract as approved by the Assembly of Parties and Board of Governors of INTELSTAT prior to privatization" (Emphasis added.)

As a result:

- (i) The price reduction should have been calculated on the basis of a base price of US\$1.92 million, as had been approved by the Board of Governors (since the US\$1.71 million base price used by Intelsat was never approved by the Board of Governors, nor the Assembly of Parties).
- (ii) All annual LCO Pricing Index calculations should have been carried out in accordance with the calculation methodology, as agreed with Intelsat and as set out in Intelsat letter of 2 December 2003.
- (iii) The fourth year LCO Pricing Index basket revision should have been carried out in accordance with the objectives set forth in document BG-129-19, and should be revised accordingly.
- (iv) The fourth year LCO Pricing Index basket revision should not have resulted in a reduction of the base price (unless and actual price reduction is granted to the LCO customer), but instead, should have been limited to the content (e.i., the elements and their weights) of the LCO Pricing Index basket.
- (v) A final determination of the overcharges would be based on the implementation of the calculation methodology referenced in (ii) above.

Based on the annual LCO Pricing Index calculations made by Intelsat, the first price reduction (15.23%) should have occurred on 18 July 2003, if Intelsat had utilized the \$1.92 million base price, as approved by the Board of Governors. As a result our invoices should have reflected this 15.23% price reduction since 18 July 2003, for the remainder of the term of our contract. The total amount of this price reduction entitlement would have been US\$1,897,291.43, subject to any further deduction to be calculated based on the final determination of overcharges, referenced in (v) above.

In accordance with the general terms and conditions applicable to our Services Contract, a 16% interest per annum is also applicable, as shown in Attachment No. 1.

We, therefore, hereby formally request that Intelsat reimburse the total amounts overcharged since July 2003, plus the applicable interest, as detailed in Attachment No. 1, within 15 days from the receipt of this letter.

The date of receipt of this letter also triggers the amicable settlement mechanism provided under Article 4.7 of the LCO Contract. For that purpose, and further Article 4.02 of the Public Service Agreement, we request that the Director General of ITSO assist us to endeavor to agree with you on the terms and conditions that could be the basis of an amicable settlement in respect to all issues raised in (i), (ii), (iii), (iv) and (v) above.

Failing an amicable settlement within sixty (60) days of receipt of this letter, and pursuant to Article 4.7 of LCO Contract, we reserve our rights to file an arbitration request before the International Chamber of Commerce (ICC) at any time.

We look forward to your cooperation in resolving this issue.

Yours sincerely,



H. Mhlanga

Acting MANAGING DIRECTOR

cc: Mr David McGlade, CEO, Intelsat, Ltd.
LCO Customer's State Party
ITSO – Director General

Attachment No. 1

DETAILS OF CALCULATIONS OF OVERPAYMENTS

YEAR	TOTAL PAYMENT	PRICE REDUCTION at 15.23%	INTEREST at 16% pa (as of 18.10.2007)	TOTAL
2003	782,128.06	119,118.10	81,000.31	200,118.41
2004	1,723,883.99	262,547.53	136,524.72	399,072.25
2005	2,743,999.54	417,911.13	150,448.01	568,359.14
2006	2,536,291.69	386,227.22	77,255.44	463,532.67
2007	1,680,697.03	255,970.16	10,238.81	266,208.96
TOTALS				1,897,291.43



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October 24, 2007

Bert W. Rein
202.719.7080
brein@wileyrein.com

H. Mhlanga
Acting Managing Director
TelOne
Runhare House
107 Kwame Nkrumah Avenue
Harare, Zimbabwe

Dear Sir:

On behalf of Intelsat, we have carefully reviewed your letter of 21 September 2007 and your claim for \$1,897,291.43. For the reasons explained below, Intelsat denies your request for reimbursement.

The relationship between TelOne and Intelsat is exclusively contractual. The "LCO Contract" supplements certain underlying services agreements with specific clauses and an included Appendix B governing price protection and price adjustment. The resolution of the request made in your 21 September 2007 letter must arise from the text of the "LCO Contract" and its purposes as reflected in the text. The process by which Intelsat came to propose the "LCO Contract" cannot be used to override or amend the contract itself.

The claim you are making is for a price reduction under Section 4.3 of the "LCO Contract." Section 4.3 applies to certain "LCO Service Contracts." The "LCO Service Contracts" for TelOne are described, as required by Section 4.1 of the "LCO Contract," in Appendix A to the "LCO Contract" that TelOne agreed to make effective on July 18, 2001. According to Intelsat's records, nineteen of the "LCO Service Contracts" to which TelOne has been or is currently a party to are for a channel/carrier commitment or a transporter lease service with a ten (10) or fifteen (15) year term. These "LCO Service Contracts" are listed in Attachment A to this letter. As provided in Section 4.3(c) of the "LCO Contract":

Any LCO Service Contract for a period of ten years or longer that is a channel/carrier commitment or transponder lease service shall not be eligible for price reduction under this Section 4.3.



H. Mhlanga
October 24, 2007
Page 2

Thus, these "LCO Service Contracts" are not subject to the price adjustment provisions under the "LCO Contract."¹ Further, TelOne was a party to eight additional "LCO Service Contracts" that were subsequently renegotiated and replaced with a non-LCO eligible service, and are thus no longer subject to the price adjustment provisions under the "LCO Contract." See Attachment B to this letter for a list of these former "LCO Service Contracts." As you have apparently used the total dollar amount paid to Intelsat since the date you claim the price adjustment should have commenced (July 18, 2003) as the base from which you calculated the claimed reimbursement, your claimed reimbursement of \$1,897,291.43 proceeds from an incorrect premise.

In addition to this problem, the \$1,897,291.43 you claim under Section 4.3(b) is premised on an initial index value ("base price") of \$1.92 million (U.S.). Your letter argues that the \$1.92 million (U.S.) value should be used because it "had been approved by the Board of Governors" while the U.S. \$1.71 million base price used by Intelsat "was never approved by the Board of Governors, nor the Assembly of Parties." This argument is flawed in five fundamental respects:

(1) The \$1.92 million (U.S.) base was never identified as, and could not have been specified as, the Index value on September 30, 2000 called for in Section 4.1. Nor was the value in Appendix B as transmitted to, and signed by, TelOne \$1.92 million (U.S.). Appendix B was properly calculated as \$1.71 million ("U.S.") as of September 30, 2000, was so proposed to TelOne and is binding under the contract without regard to the internal INTELSAT process leading up to it.

(2) The \$1.92 million (U.S.) base, calculated with 1999 data, was put before the INTELSAT Board of Governors in March 2000 together with the proposed text of the "LCO Contract" which required a September 30, 2000 value. The Board presentation used the \$1.92 million (U.S.) figure for one sample calculation because it was then impossible to calculate the September 30, 2000 Index value required by the contemporaneously proposed text of the "LCO Contract."

¹ As indicated in Attachment A, four of these "LCO Service Contracts" (312097, 313555, 313597 and 130549) were renegotiated and replaced with a non-LCO eligible service. As further indicated in Attachment A, one of the "LCO Service Contracts" (314592) was initially eligible for LCO price protection, but was subsequently renewed for a 15-year term, thus losing eligibility for a price reduction.

H. Mhlanga
October 24, 2007
Page 3

(3) The presentation made to the Board of Governors in March 2000 also was put before AP-25 in November 2000. Appendix B, as then presented, had an express disclaimer.

NOTE: The following LCO Pricing Index Basket is a sample only, taken from BG-131-15 (Rev. 1), Att. No. 4, Scenario 2. The definitive basket will be prepared for approval based upon data as of 30 September 2000.² (emphasis in original)

Thus, both the approval of the "LCO Contract" by the Board of Governors in March 2000 and by the Assembly of Parties in November 2000 contemplated that INTELSAT Management would calculate the "definitive basket" to be used in Appendix B to be presented for signature some time after September 30, 2000 based on September 30, 2000 values. The "definitive basket" calculation was made on December 28, 2000 and was reviewed by the Board of Governors as part of its final review of all documents relating to privatization. It became the Appendix B in the "LCO Contract" proposed to and agreed by TelOne and effective on July 18, 2001.

(4) AP-27 reviewed the application of the \$1.71 million (U.S.) base price on May 31, 2002 to determine whether a price adjustment could be expected on July 18, 2002. No question was raised regarding the base price and the Director General then reported that Intelsat had met its Public Service Obligations under the "LCO Contract." Report of the Director General on the Performance by Intelsat, Ltd. of the Public Service Obligation AP-27-16-E, pp. 12, 18. The AP agreed. ITSO Assembly of Parties "Record of Decision of the Twenty-Seventh Meeting," AP-27-3E, p. 9.

(5) ITSO members subsequently were advised by ITSO's own expert consultant, LECG, that the \$1.92 million (U.S.) was never intended to be a base price for "LCO Contract" purposes. In October 2003, LECG told the ITSO Advisory Committee:

The approved basket framework was 'based on 1999 actual tariffs, traffic and revenue data,' and was subject to update based on the LCO eligible countries and their traffic and revenue data as of November 2000. The Twenty-fifth Assembly of Parties (AP-25) approved this approach, as embodied in the LCO Contract, subject

² "Intelsat Assembly of Parties: Record of Decisions of the Twenty-Fifth (Extraordinary) Meeting," AP-25-3E at Attachment No. 4, p. 12 (27 November 2000).

H. Mhlanga
October 24, 2007
Page 4

to an update of the Index basket based on 30 September 2000 data.³

In sum, the \$1.71 million (U.S.) base price set forth in Appendix B in the LCO Contract is the only base price contemplated by Section 4.1 for use in applying Section 4.3. There is no validity to any claim which employs a different base price and there would be no basis for TelOne's \$1,897,291.43 claim under Section 4.3 when the correct \$1.71 million (U.S.) Index value is recognized.

Your letter also raises additional concerns relating to Index calculation methodology and the fourth year LCO Pricing Index basket revision. The calculation concerns are said to relate to the "overcharges" claim premised on the \$1.92 million (U.S.) base price that has been discussed above. Absent a foundation for the underlying overcharges claim, a detailed examination of calculation methodology would be inappropriate.

With respect to the revised pricing basket, Section 4.1 requires "that it represents the usage patterns of LCO Service Contracts at that [revision date] time." Intelsat carefully reviewed LCO Service Contract usage patterns as of July 18, 2005 and revised the Pricing Index basket accordingly. This revision resulted in a change in basket elements and a consequent change in base price. The base price change was fully consistent with the purpose of the LCO Pricing Index which is to ensure that significant (15% or more) downward price adjustments in comparable non-LCO service contracts result in Section 4.3 price adjustments to specified "LCO Contracts." Continuing to use basket elements not matched by LCO contract usage would not reflect the actual comparison between the treatment of LCO and non-LCO customers and would be inconsistent with the purpose of Section 4.3.

³ "Status Report of the Director General on the Performance by Intelsat, Ltd. of its Lifeline Connectivity Obligations," IAC-2-9E at Attachment No. 3, p. 19 (28 October 2003) (citing BG-131-15E (Rev. 1) at 10; AP-25-3E FINAL at ¶9 and Attachment 4.)



H. Mhlanga
October 24, 2007
Page 5

We trust that this information will resolve your concerns.

Sincerely yours,

A handwritten signature in cursive script that reads "Bert W. Rein".

Bert W. Rein
John R. Shane

cc: Phillip Spector, Esq.
Stephen Chernow, Esq.
Mr. Ahmed Toumi

ATTACHMENT A

**LCO SERVICE CONTRACTS NOT ELIGIBLE FOR LCO PRICE
PROTECTION DUE TO DURATION**

Service Contract 6684 – 10 year term.

Service Contract 304082 – 15 year term; renegotiated and replaced on 8 May 2004 with
Service Contract 406875 – 15 year term.

Service Contract 304992 – 15 year term; renegotiated and replaced on 19 December 2003
with Service Contract 405837 – 15 year term.

Service Contract 314387 – 15 year term; renegotiated and replaced on 9 July 2004 with
Service Contract 407017 – 15 year term.

Service Contract B4316 – 15 year term; renegotiated and replaced on 19 May 2004 with
Service Contract 406839 – 15 year term.

Service Contract F3396 – 15 year term; renegotiated and replaced on 14 May 2004 with
Service Contract 406817 – 15 year term.

Service Contract 310536 – 15 year term.

Service Contract 312097 – 15 year term; renegotiated and replaced on 24 July 2004 with
a non-LCO eligible service (Service Contract 406961).

Service Contract 313555 – 15 year term; renegotiated and replaced on 17 November
2004 with a non-LCO eligible service (Service Contract 407966).

Service Contract 313597 – 15 year term; renegotiated and replaced on 10 February 2005
with a non-LCO eligible service (Service Contract 408375).

Service Contract 315443 – 15 year term; renewed on 5 September 2003 – 15 year term;
canceled on 8 February 2005.

Service Contract 315651 – 15 year term; canceled on 31 July 2006.

Service Contract 130549 – 15 year term; renegotiated and replaced on 5 September 2003
with a non-LCO eligible service (Service Contract 404728).

Service Contract 314592 – Originally 5 year term, renewed on 12 December 2005 to 15
year term; canceled on 15 February 2007.

ATTACHMENT B

**FORMER LCO SERVICE CONTRACTS REPLACED
WITH A NON-LCO ELIGIBLE SERVICE**

Service Contract 130523; renegotiated and replaced on 10 March 2004 with a non-LCO eligible service (Service Contract 406317).

Service Contract 130524; renegotiated and replaced on 10 March 2004 with a non-LCO eligible service (Service Contract 406317).

Service Contract 130539; renegotiated and replaced on 15 September 2005 with a non-LCO eligible service (Service Contract 409870).

Service Contract 130542; renegotiated and replaced on 5 March 2004 with a non-LCO eligible service (Service Contract 406316).

Service Contract 130549; renegotiated and replaced on 17 March 2004 with a non-LCO eligible service (Service Contract 406413).

Service Contract 307852; renegotiated and replaced on 16 April 2004 with a non-LCO eligible service (Service Contract 406350).

Service Contract 309359; renegotiated and replaced on 1 June 2004 with a non-LCO eligible service (Service Contract 406819).

Service Contract 309851; renegotiated and replaced on 18 March 2004 with a non-LCO eligible service (Service Contract 406415).

20th December 2007

Intelsat Global Sales Marketing Ltd (U.K.)
Building 3, Chiswick Park
566 Chiswick High Road
London W4 5YA
United Kingdom
Fax -44 208 899 6194



TelkomKenya

Office of the Managing Director
Telposta Towers / Kenyatta Avenue
P.O. Box 30301 / Nairobi / Kenya

Subject: LCO Price Protection Mechanism
- **Dispute Resolution (Article 4.7 of LCO Contract)**

Dear Sir:

We refer to our LCO Contract, dated as of 18 July 2001, and to the LCO Price Protection mechanism.

In accordance with the decisions of the 25th Assembly of Parties (November 2000), which created the LCO Pricing Index mechanism, the Director General of ITSO has started discussions with Intelsat to clarify the calculation methodology of the LCO Pricing Index basket (Appendix B of the LCO Contract) more than five years ago and no satisfactory agreement has been reached.

Further to the presentation made by Intelsat to the LCO Task Group, which was created by the 31st Assembly of Parties (March 2007), and the recommendations made by the LCO Task Group, we are of the opinion that:

- (a) the calculation of the LCO adjustment carried out annually by Intelsat since the novation of our Service Contract, as of 18 July 2001 as well as
- (b) The revision of the Index basket carried out in July 2005, were **not** made in accordance with the provisions of the LCO Contract and Appendix B of the LCO Contract, as approved by INTELSAT's Board of Governors prior to privatization.

Moreover, the calculation methodology agreed between Intelsat and ITSO pursuant to Intelsat's letter of 2nd December 2003 was never applied by Intelsat. Further, Intelsat Confirmed in its Management Representation letters for its 2002 and 2003 LCO Pricing

Index calculations that those calculations were 'performed in accordance with the LCO

Contract as approved by the Assembly of Parties and Board of Governors of INTELSAT

Prior to privatization' (Emphasis added.)

As a result:

- (i) The price reduction should have been calculated on the basis of a base price of US \$1.92 million, as had been approved by the Board of Governors (since the US \$1.71 million base price used by Intelsat was never approved by the Board of Governors, nor the Assembly of Parties).

- (iii) The fourth year LCO Pricing Index basket revision should have been carried out in accordance with the objectives set forth in document BG-129-19, and should be revised accordingly.
- (iv) The fourth year LCO Pricing Index basket revision should not have resulted in a reduction of the base price (unless an actual price reduction is granted to the LCO customer), but instead, should have been limited to the content (i.e., the elements and their weights) of the LCO Pricing Index basket.
- (v) A final determination of the overcharges would be based on the implementation of the calculation methodology, referenced in (ii) above

Based on the annual LCO Pricing Index calculations made by Intelsat, the first price reduction (15.23%) should have occurred on 18th July 2003, if Intelsat, had utilized the \$1.92 million base price, as approved by the Board of Governors. As a result, our invoices should have reflected this 15.23% price reduction since 18th July 2003, for the remainder of the term of our contract. The total amount of this price reduction entitlement would have been **US \$ 4,426,911.60 (four Million four twenty six thousand nine eleven and sixty,** subject to any further deduction to be calculated based on the final determination of overcharges, referenced in (v) above

In accordance with the general terms and conditions applicable to our Services Contract, a 16% interest per annum is also applicable as shown in Attachment No. 1.

We, therefore, hereby formally request that Intelsat reimburse the total amounts overcharged since July 2003, plus the applicable interest, as detailed in Attachment No.1, within 15 days from the receipt of this letter.

The date of receipt of this letter also triggers the amicable settlement mechanism provided under Article 4.7 of the LCO Contract. For that purpose, and further to Article 4.02 of the Public Service Agreement, we request that the Director General of ITSO assist us to endeavor to agree with you on the terms and conditions that could be the basis of an amicable settlement in respect to all issues raised in (i), (ii), (iii), (iv) and (v) above.

Failing an amicable settlement within sixty (60) days of this letter, and pursuant to Article 4.7 of the LCO Contract, we reserve our rights to file an arbitration request before the International Chamber of Commerce 9ICC0 at any time.

We look forward to your cooperation in resolving this issue.

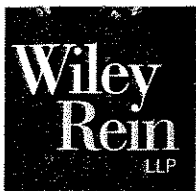
Yours sincerely,



Sammy K. Kirui
Managing Director

Attachment No. 1

Summary				
Year	Amounts USD	Price reduction (15.23%)	Interest at 16% as at 30th Nov 07	Total USD
2003	4,678,092.38	712,473.47	577,559.04	1,290,032.51
2004	4,444,413.82	676,884.22	379,661.65	1,056,545.88
2005	3,495,657.38	532,388.62	183,993.51	716,382.13
2006	4,877,537.23	742,848.92	118,855.83	861,704.75
2007	3,297,743.55	502,246.34	-	502,246.34
	20,793,444.36	3,166,841.58	1,260,070.03	4,426,911.60



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January 11, 2008

Bert W. Rein
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Sammy K. Kirui
Managing Director
Telkom Kenya
Telposta Towers, Kenyatta Avenue
P. O. Box 30301
Nairobi, Kenya

Dear Sir:

On behalf of Intelsat, we have carefully reviewed your letter of 20 December 2007 and your claim for \$4,426,911.60. For the reasons explained below, Intelsat denies your request for reimbursement.

The relationship between Telkom Kenya Limited ("Telkom Kenya") and Intelsat is exclusively contractual. The "LCO Contract" supplements certain underlying services agreements with specific clauses and an included Appendix B governing price protection and price adjustment. The resolution of the request made in your 20 December 2007 letter must arise from the text of the "LCO Contract" and its purposes as reflected in the text. The process by which Intelsat came to propose the "LCO Contract" cannot be used to override or amend the contract itself.

The claim you are making is for a price reduction under Section 4.3 of the "LCO Contract." Section 4.3 applies to certain "LCO Service Contracts." The "LCO Service Contracts" for Telkom Kenya are described, as required by Section 4.1 of the "LCO Contract," in Appendix A to the "LCO Contract" that Telkom Kenya agreed to make effective on July 18, 2001. According to Intelsat's records, at least 23 of the "LCO Service Contracts" to which Telkom Kenya has been or is currently a party to are for a channel/carrier commitment or a transporter lease service with a ten (10) or fifteen (15) year term. These "LCO Service Contracts" are listed in Attachment 1 to this letter. As provided in Section 4.3(c) of the "LCO Contract":

Any LCO Service Contract for a period of ten years or longer that is a channel/carrier commitment or transponder lease service shall not be eligible for price reduction under this Section 4.3.

Phinda Ncala
January 11, 2008
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Thus, these "LCO Service Contracts" are not subject to the price adjustment provisions under the "LCO Contract. As you have apparently used the total dollar amount paid/owed to Intelsat since the date you claim the price adjustment should have commenced (July 18, 2003) as the base from which you assert the claimed reimbursement should be calculated, your reimbursement claim proceeds from an incorrect premise.

In addition to this problem, the reimbursement you claim under Section 4.3(b) is premised on an initial index value ("base price") of \$1.92 million (U.S.). Your letter argues that the \$1.92 million (U.S.) value should be used because it "had been approved by the Board of Governors" while the U.S. \$1.71 million base price used by Intelsat "was never approved by the Board of Governors, nor the Assembly of Parties." This argument is flawed in five fundamental respects:

(1) The \$1.92 million (U.S.) base was never identified as, and could not have been specified as, the Index value on September 30, 2000 called for in Section 4.1. Nor was the value in Appendix B as transmitted to, and signed by, Telkom Kenya \$1.92 million (U.S.). Appendix B was properly calculated as \$1.71 million ("U.S.") as of September 30, 2000, was so proposed to Telkom Kenya and is binding under the contract without regard to the internal INTELSAT process leading up to it.

(2) The \$1.92 million (U.S.) base, calculated with 1999 data, was put before the INTELSAT Board of Governors in March 2000 together with the proposed text of the "LCO Contract" which required a September 30, 2000 value. The Board presentation used the \$1.92 million (U.S.) figure for one sample calculation because it was then impossible to calculate the September 30, 2000 Index value required by the contemporaneously proposed text of the "LCO Contract."

(3) The presentation made to the Board of Governors in March 2000 also was put before AP-25 in November 2000. Appendix B, as then presented, had an express disclaimer.

NOTE: The following LCO Pricing Index Basket is a sample only, taken from BG-131-15 (Rev. 1), Att. No. 4, Scenario 2. The definitive

Phinda Ncala
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**basket will be prepared for approval based upon data as of 30
September 2000.¹ (emphasis in original)**

Thus, both the approval of the "LCO Contract" by the Board of Governors in March 2000 and by the Assembly of Parties in November 2000 contemplated that INTELSAT Management would calculate the "definitive basket" to be used in Appendix B to be presented for signature some time after September 30, 2000 based on September 30, 2000 values. The "definitive basket" calculation was made on December 28, 2000 and was reviewed by the Board of Governors as part of its final review of all documents relating to privatization. It became the Appendix B in the "LCO Contract" proposed to and agreed by Telkom Kenya and effective on July 18, 2001.

(4) AP-27 reviewed the application of the \$1.71 million (U.S.) base price on May 31, 2002 to determine whether a price adjustment could be expected on July 18, 2002. No question was raised regarding the base price and the Director General then reported that Intelsat had met its Public Service Obligations under the "LCO Contract." Report of the Director General on the Performance by Intelsat, Ltd. of the Public Service Obligation AP-27-16-E, pp. 12, 18. The AP agreed. ITSO Assembly of Parties "Record of Decision of the Twenty-Seventh Meeting," AP-27-3E, p. 9.

(5) ITSO members subsequently were advised by ITSO's own expert consultant, LECG, that the \$1.92 million (U.S.) was never intended to be a base price for "LCO Contract" purposes. In October 2003, LECG told the ITSO Advisory Committee:

The approved basket framework was 'based on 1999 actual tariffs, traffic and revenue data,' and was subject to update based on the LCO eligible countries and their traffic and revenue data as of November 2000. The Twenty-fifth Assembly of Parties (AP-25) approved this approach, as embodied in the LCO Contract, subject to an update of the Index basket based on 30 September 2000 data.²

¹ "Intelsat Assembly of Parties: Record of Decisions of the Twenty-Fifth (Extraordinary) Meeting," AP-25-3E at Attachment No. 4, p. 12 (27 November 2000).

² "Status Report of the Director General on the Performance by Intelsat, Ltd. of its Lifeline Connectivity Obligations," IAC-2-9E at Attachment No. 3, p. 19 (28 October 2003) (citing BG-131-15E (Rev. 1) at 10; AP-25-3E FINAL at ¶9 and Attachment 4.)

Phinda Ncala
January 11, 2008
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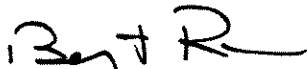
In sum, the \$1.71 million (U.S.) base price set forth in Appendix B in the LCO Contract is the only base price contemplated by Section 4.1 for use in applying Section 4.3. There is no validity to any claim which employs a different base price and there would be no basis for Telkom Kenya's reimbursement claim under Section 4.3 when the correct \$1.71 million (U.S.) Index value is recognized.

Your letter also raises additional concerns relating to Index calculation methodology and the fourth year LCO Pricing Index basket revision. The calculation concerns are said to relate to the "overcharges" claim premised on the \$1.92 million (U.S.) base price that has been discussed above. Absent a foundation for the underlying overcharges claim, a detailed examination of calculation methodology would be inappropriate.

With respect to the revised pricing basket, Section 4.1 requires "that it represents the usage patterns of LCO Service Contracts at that [revision date] time." Intelsat carefully reviewed LCO Service Contract usage patterns as of July 18, 2005 and revised the Pricing Index basket accordingly. This revision resulted in a change in basket elements and a consequent change in base price. The base price change was fully consistent with the purpose of the LCO Pricing Index which is to ensure that significant (15% or more) downward price adjustments in comparable non-LCO service contracts result in Section 4.3 price adjustments to specified "LCO Contracts." Continuing to use basket elements not matched by LCO contract usage would not reflect the actual comparison between the treatment of LCO and non-LCO customers and would be inconsistent with the purpose of Section 4.3.

We trust that this information will resolve your concerns.

Sincerely yours,



Bert W. Rein
John R. Shane

cc: Phillip Spector, Esq.
Stephen Chernow, Esq.
Mr. Ahmed Toumi

Attachment 1

**LCO SERVICE CONTRACTS NOT ELIGIBLE FOR LCO PRICE
PROTECTION DUE TO DURATION**

Service Contract 2654 – 15 year term.

Service Contract 301903 – 15 year term; renegotiated and replaced on 24 September 2006 with a non-LCO eligible service.

Service Contract 309670 – 15 year term.

Service Contract 311412 – 15 year term; renegotiated and replaced on 7 October 2004 with a non-LCO eligible service.

Service Contract 311417 – 15 year term; canceled on 29 August 2005.

Service Contract 311461 – 15 year term.

Service Contract 311465 – 15 year term.

Service Contract 312010 – 15 year term.

Service Contract 312619 – 15 year term; canceled on 18 June 2007.

Service Contract 313182 – 15 year term.

Service Contract 313485 – 15 year term; canceled on 30 June 2006.

Service Contract 313793 – 15 year term; canceled on 30 September 2005.

Service Contract 313862 – 15 year term; canceled on 9 January 2004.

Service Contract 313891 – 15 year term; canceled on 16 October 2005.

Service Contract 314213 – 15 year term.

Service Contract 314250 – 15 year term; canceled on 2 September 2003.

Service Contract 314349 – 15 year term.

Service Contract 316713 – 15 year term; canceled on 10 August 2004.

Service Contract E4257 – 15 year term.

Service Contract F6032 – 15 year term.

Service Contract G4987 – 15 year term.

Service Contract G5147 – 15 year term; canceled on 22 December 2004.

Service Contract H9581 – 15 year term.

he attached copies were sent to
ne following via First Class mail on
/14/08:

/M #: 73748-30

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