



INMARSAT PLC 2014 INTERNATIONAL SHARESAVE PLAN

2018 AND 2019 PHANTOM OPTIONS

This Letter is important and explains the impact of the Acquisition on your 2018 and/or 2019 phantom options and what you need to do. Please read it carefully.

You will need to make a decision about when you want to exercise your 2018 and/or 2019 phantom options. More detail is set out in this Letter but if you want to exercise at the earliest opportunity (on Court Sanction), the deadline for you to make your choice is 5 pm local time on 30 September 2019.

Please note that all unexercised 2018 and 2019 phantom options will lapse in full six months after Court Sanction (unless they lapse earlier in accordance with their terms) so if you do nothing, your 2018 and/or 2019 phantom options will lapse, you will receive no value for them and you will only keep your savings.

THIS LETTER IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in any doubt about the Acquisition or the contents of this Letter or what action you should take, you are recommended to seek your own personal financial, tax and legal advice immediately from your stockbroker, bank manager, solicitor, accountant or other independent financial adviser duly authorised under the Financial Services and Markets Act 2000 if you are resident in the United Kingdom or, if not, from another appropriately authorised independent financial adviser in the relevant jurisdiction.

Inmarsat plc
99 City Road
London
EC1Y 1AX

Connect Bidco Limited
Redwood
St Julian's Avenue
St Peter Port
Guernsey
GY1 1WA

9 September 2019

Dear Colleague

Acquisition of Inmarsat plc by Connect Bidco Limited: how it affects 2018 and 2019 phantom International Sharesave Plan options

As you know, Inmarsat and Bidco announced on 25 March 2019 that they had agreed the terms of a recommended acquisition of Inmarsat by Bidco.

This Letter tells you about the impact of the Acquisition on any 2018 and 2019 phantom options you hold under the International Sharesave Plan, the choices you have if the Acquisition proceeds and what you need to do. **Once you have made your choice, you will not be able to change it.**

At the back of this Letter you will find a definitions section which explains the key defined terms used in this Letter. A copy of this Letter can also be found on Inmarsat's website at <https://investors.inmarsat.com/offer-for-inmarsat>.

Questions

If you have any questions on the contents of this Letter, please contact shareplans@inmarsat.com but please be aware that no legal, tax, financial or investment advice on the Acquisition, the International Sharesave Plan or your choices can be provided by Inmarsat, Bidco or Equiniti.

Yours faithfully



Alison Horrocks
Chief Corporate Affairs Officer
for and on behalf of
Inmarsat plc

Yours faithfully



Gonzague de Lhoneux
Director
for and on behalf of
Connect Bidco Limited

IMPACT ON 2018 AND 2019 PHANTOM OPTIONS

1. When can I exercise my 2018 and/or 2019 phantom options?

If you have already left Inmarsat, please see question 11 below.

If you are still an employee of Inmarsat, you can exercise a proportion of any 2018 and 2019 phantom options using the savings you have made at the point of exercise. You can exercise during the period from the date of Court Sanction until six months after Court Sanction (unless the 2018 and 2019 phantom options lapse earlier under the International Sharesave Plan rules).

In all circumstances you will keep your savings and will only receive cash equal to the gain on your 2018 and/or 2019 phantom options. You must provide a copy of your bank statement to confirm you have made monthly payments to be able to exercise your 2018 and/or 2019 phantom options. If you have not made the required savings, your 2018 and/or 2019 phantom option will lapse.

2. What are my choices?

You have two choices:

Choice 1: exercise a proportion of any 2018 and 2019 phantom options on Court Sanction

If you elect to exercise on Court Sanction, you will receive USD 7.09 in cash for each notional Inmarsat Share (subject to the deductions mentioned below).

The cost of exercising the 2018 and/or 2019 phantom options will be deducted automatically from the cash consideration paid to you, along with any income tax and social security which your employer is required to withhold. You will keep your savings.

To exercise a proportion of your 2018 and/or 2019 phantom options on Court Sanction, please complete the attached Form of Instruction and return the form by email to shareplans@inmarsat.com by no later than **5 pm local time on 30 September 2019**.

Choice 2: exercise a proportion of any 2018 and 2019 phantom options in the six months after Court Sanction

You can elect to exercise your 2018 and/or 2019 phantom options in the six months after Court Sanction (unless the 2018 and/or 2019 phantom options lapse earlier under the International Sharesave Plan rules). This will give you the chance to make more savings contributions and exercise your 2018 and/or 2019 phantom option over more notional Inmarsat Shares on exercise than would be the case if you select Choice 1. When you then exercise, you will receive USD 7.09 in cash for each notional Inmarsat Share (subject to the deductions mentioned below).

The cost of exercising the 2018 and/or 2019 phantom options will be deducted automatically from the cash consideration paid to you, along with any income tax and social security which your employer is required to withhold. You will keep your savings.

When you wish to exercise, you will need to contact shareplans@inmarsat.com to request an exercise form.

If you do not submit an exercise form so it is received and processed within six months after Court Sanction, your 2018 and/or 2019 phantom options will lapse (unless they lapse earlier under the International Sharesave Plan rules) and you will receive no value for them. You will only keep your savings.

3. Can I make different choices for different phantom options?

Yes, if you hold phantom options granted in different years, you can choose to exercise each of those phantom options at different times. You do not have to exercise all your phantom options at the same time.

Any choice you make for a phantom option will apply to all of that phantom option.

4. How do I pay the income tax and social security?

Any income tax and social security that your employer is required to deduct will be deducted from the cash consideration payable to you. Please refer to the separate Tax Summary.

5. When will I receive my cash consideration after I exercise my 2018 and/or 2019 phantom options?

For Choice 1, you will receive the cash consideration through your payroll (less deductions for the cost of exercising the 2018 and/or 2019 phantom options and income tax and social security required to be deducted by your employer) in the next practicable payroll run after exercise.

For Choice 2, please note that exercises will be processed in batches, usually on a monthly basis. You will receive the cash consideration through your payroll (less deductions for the cost of exercising the 2018 and/or 2019 phantom options and income tax and social security required to be deducted by your employer) in the next practicable payroll after your 2018 and/or 2019 phantom option exercise has been processed.

6. Will I be able to choose which currency I receive the cash consideration in?

No, you will receive the USD 7.09 per notional Inmarsat Share in your payroll currency.

7. Will I receive any compensation payment?

Yes. Bidco has agreed to pay you a cash amount that reflects the number of additional notional Inmarsat Shares under 2018 and/or 2019 phantom options on which you would have made a gain had you been able to save for another six months. We will take the total number of notional Inmarsat Shares under 2018 and 2019 phantom options, divide that number by 36 and then multiply it by 6. This number of notional Inmarsat Shares will then be multiplied by the difference between USD 7.09 and the exercise price of your 2018 and/or 2019 phantom options to give us the compensation payment amount payable to you.

The compensation payment amount will be paid through your payroll in the next practicable payroll after you exercise your 2018 and/or 2019 phantom options (less income tax and social security). Please see the Tax Summary for more detail.

If you do not exercise your 2018 and/or 2019 phantom options, you will not receive the cash compensation payment.

8. What could I receive if I exercise on Court Sanction (Choice 1)?

Set out below is an illustrative example of the amount that could be received on a 2019 phantom option exercised on Court Sanction and assumes:

- 6 monthly contributions are made;
- monthly savings of GBP 250;
- an exercise price of GBP 4.2352; and

- that Court Sanction occurs on 1 December 2019.

Cash consideration calculation

- Total savings: **GBP 1,500** (6 months x GBP 250 of savings per month)
- Phantom option can be exercised over: **354 notional Inmarsat Shares** (GBP 1,500 total savings divided by GBP 4.2352 exercise price)
- Acquisition price: **USD 7.09 for each notional Inmarsat Share** assumed equivalent to GBP 5.87
- Cash consideration payable: **GBP 2,077.98** (354 x GBP 5.87)
- Savings retained: **GBP 1,500**
- Total phantom option gain: **GBP 577.98** (GBP 2,077.98 – GBP 1,500)

Compensation payment calculation

- Number of notional Inmarsat Shares over which phantom option is exercised with 6 months savings: **354** (GBP 250 x 6 / GBP 4.2352)
- Gain per notional Inmarsat Share: **GBP 1.6348** (GBP 5.87 – GBP 4.2352 exercise price)
- Total phantom option gain on 354 notional Inmarsat Shares at GBP 5.87: **GBP 578.71** (GBP 1.6348 x 354)
- Compensation payment payable by Bidco: **GBP 578.71**

	20% income tax and social security	40% income tax and social security
Phantom option gain	GBP 577.98	GBP 577.98
Less income tax and social security due on phantom option gain	GBP 115.59	GBP 231.19
Compensation payment from Bidco	GBP 578.71	GBP 578.71
Less income tax and social security due on compensation payment	GBP 115.74	GBP 231.48
Net amount of cash payable to you *	GBP 925.36	GBP 694.02

* which will be paid in your local currency through payroll

9. **What could I receive if I exercise six months after Court Sanction (Choice 2)?**

Set out below is an illustrative example of the amount that could be received on a 2019 phantom option exercised six months after Court Sanction and assumes:

- 12 monthly contributions are made;
- monthly savings of GBP 250;
- an exercise price of GBP 4.2352; and
- that Court Sanction occurs on 1 December 2019.

Cash consideration calculation

- Total savings: **GBP 3,000** (12 months x GBP 250 of savings per month)

- Phantom option can be exercised over: **708 notional Inmarsat Shares** (GBP 3,000 total savings divided by GBP 4.2352 exercise price)
- Acquisition price: **USD 7.09 for each notional Inmarsat Share** assumed equivalent to GBP 5.87
- Cash consideration payable: **GBP 4,155.96** (708 x GBP 5.87)
- Savings retained: **GBP 3,000**
- Total phantom option gain: **GBP 1,155.96** (GBP 4,155.96 – GBP 3,000)

Compensation payment calculation

- Number of notional Inmarsat Shares over which phantom option is exercised with 6 months savings: **354** (GBP 250 x 6 / GBP 4.2352)
- Gain per notional Inmarsat Share: **GBP 1.6348** (GBP 5.87 – GBP 4.2352 exercise price)
- Total phantom option gain on 354 notional Inmarsat Shares at GBP 5.87: **GBP 578.71** (GBP 1.6348 x 354)
- Compensation payment payable by Bidco: **GBP 578.71**

	20% income tax and social security	40% income tax and social security
Phantom option gain	GBP 1,155.96	GBP 1,155.96
Less income tax and social security due on phantom option gain	GBP 231.19	GBP 462.38
Compensation payment from Bidco	GBP 578.71	GBP 578.71
Less income tax and social security due on compensation payment	GBP 115.74	GBP 231.48
Net amount of cash payable to you *	GBP 1,387.74	GBP 1,040.81

* which will be paid in your local currency through payroll

10. What happens to my savings?

Until you exercise your 2018 and/or 2019 phantom options, your savings contributions should continue to be made as normal.

Whether or not you exercise your 2018 and/or 2019 phantom options, you will be able to keep your savings.

11. What happens if I leave Inmarsat?

References to "Inmarsat" in this question 11 include Inmarsat and its direct and indirect subsidiary undertakings.

Before the date of this Letter

If you have already left Inmarsat as a Good Leaver, you will normally be able to exercise your 2018 and/or 2019 phantom options at any time until the earlier of six months from the date you left Inmarsat and six months from Court Sanction, after which time any unexercised 2018 and 2019 phantom options will

lapse. You will need to ensure that you have submitted an exercise form so it is received and processed before the end of that six month period. You will not be eligible for the cash compensation payment.

Between the date of this Letter and Court Sanction

If you are a Good Leaver, you will normally be able to exercise your 2018 and/or 2019 phantom options for six months from the earlier of the date you leave Inmarsat and Court Sanction. You will need to ensure that you have submitted a Form of Instruction or an exercise form so it is received and processed before the end of that six month period.

If you leave for any other reason (e.g. you resign or are dismissed), your 2018 and/or 2019 phantom options will lapse on the date you leave Inmarsat and you will only keep your savings. Any choice you have submitted on the Form of Instruction or exercise form will be disregarded. You will not be eligible for the cash compensation payment.

After Court Sanction

If you are a Good Leaver, you will normally be able to exercise your 2018 and/or 2019 phantom options at any time until six months from Court Sanction, after which time any unexercised 2018 and 2019 phantom options will lapse. You will need to ensure that you have submitted a Form of Instruction or an exercise form so it is received and processed before the end of that six-month period.

If you leave for any other reason (e.g. you resign or are dismissed) after Court Sanction, your 2018 and/or 2019 phantom options will lapse on the date you leave Inmarsat and you will only keep your savings. Any choice you have submitted on the exercise form will be disregarded. You will not be eligible for the cash compensation payment.

12. What happens if I do nothing?

If you do not submit the Form of Instruction or an exercise form so it is received and processed within six months after Court Sanction (or any earlier lapse date which applies to your 2018 and/or 2019 phantom options), your 2018 and/or 2019 phantom options will **lapse** and you will receive no value for them. You will only keep your savings. You will also not benefit from the cash compensation payment.

13. What should I do now?

If you wish to exercise your 2018 and/or 2019 phantom options on Court Sanction, please complete the attached Form of Instruction and return form by email to shareplans@inmarsat.com by no later than **5 pm local time on 30 September 2019**.

If you wish to exercise after Court Sanction and within six months of that date (unless your 2018 and/or 2019 phantom options lapse earlier in accordance with the International Sharesave Plan rules), please contact shareplans@inmarsat.com to request the appropriate exercise form to complete.

ACQUISITION SUMMARY

1. **How does the Acquisition work?**

The Acquisition will be carried out through what is called a "scheme of arrangement". The Scheme has been approved by Inmarsat Shareholders and requires final approval by the Court. If you want to read more about this, please go to <https://investors.inmarsat.com/offer-for-inmarsat> on the Inmarsat website where you will find the Scheme Document about the Acquisition that was sent to Inmarsat Shareholders on 18 April 2019. A copy of this Letter is also available on the same Inmarsat website.

2. **What can Inmarsat Shareholders receive under the Acquisition?**

For each Inmarsat Share sold to Bidco through the Scheme, an Inmarsat Shareholder will receive USD 7.09.

3. **When will the Acquisition take place?**

The date for Court Sanction has not yet been set but is still anticipated to occur in the fourth quarter of 2019. The timing of Court Sanction and the Acquisition completing (known as the Effective Date) will be announced when known.

4. **What will happen if the Acquisition does not complete?**

If Court Sanction does not happen, your membership of the International Sharesave Plan and your 2018 and/or 2019 phantom options will continue unaffected and you should continue saving in the normal way.

DEFINITIONS

"Acquisition"	the proposed acquisition by Bidco of the entire issued and to be issued share capital of Inmarsat to be implemented by the Scheme
"Bidco"	Connect Bidco Limited (formerly known as Triton Bidco (Guernsey) Limited), a company incorporated in Guernsey with company number 66187
"Bidco Directors"	the directors of Bidco from time to time
"Court"	the High Court of Justice in England and Wales
"Court Sanction"	the date the Court sanctions the Scheme
"Effective Date"	the date on which the Scheme becomes effective in accordance with the Scheme Document
"Form of Instruction"	the form of instruction provided with the Letter
"Good Leaver"	an International Sharesave Plan participant who leaves employment with Inmarsat due to injury, disability, redundancy, retirement, transfer out of Inmarsat, or who dies (although the precise meaning is provided in the rules of the International Sharesave Plan)
"Inmarsat"	Inmarsat plc, a public limited company incorporated in England and Wales with registered number 04886072
"Inmarsat Directors" or "Inmarsat Board"	the board of directors of Inmarsat and "Inmarsat Director" means any of them
"Inmarsat Shareholders"	holders of Inmarsat Shares
"Inmarsat Shares"	the ordinary shares of €0.0005 each in the capital of Inmarsat
"International Sharesave Plan"	the Inmarsat 2014 International Sharesave Plan
"Letter"	the letter dated 9 September 2019 from Inmarsat and Bidco explaining the impact of the Acquisition on 2018 and 2019 phantom International Sharesave Plan options
"Scheme"	the proposed scheme of arrangement under Part 26 of the Companies Act 2006 between Inmarsat and the Inmarsat Shareholders to implement the Acquisition
"Scheme Document"	the document dated 18 April 2019 sent to (among others) Inmarsat Shareholders to explain the Scheme
"Takeover Code"	the City Code on Takeovers and Mergers
"Tax Summary"	the tax summary provided with this Letter

LEGAL NOTES:

The release, publication or distribution of this Letter and any accompanying documents in, into or from jurisdictions other than the United Kingdom or the United States may be restricted by the laws of those jurisdictions and therefore persons into whose possession these documents come should inform themselves about, and observe, such restrictions. Any failure to comply with the restrictions may constitute a violation of the securities laws of any such jurisdiction. To the fullest extent permitted by law, Inmarsat and Bidco disclaim any responsibility or liability for the violation of such restrictions by such persons.

This Letter and any accompanying documents have been prepared in connection with a proposal in relation to a scheme of arrangement pursuant to, and for the purpose of complying with English law, the Takeover Code and the listing rules issued by the UK Financial Conduct Authority or its successor from time to time pursuant to Part 6 of the Financial Services and Markets Act 2000, as it may have been, or may from time to time be, amended, re-enacted or replaced, and the information disclosed may not be the same as that which would have been disclosed if this Letter and any accompanying documents had been prepared in accordance with the laws of jurisdictions outside the United Kingdom. Nothing in this Letter or the accompanying documents should be relied upon for any other purpose.

The Inmarsat Directors, whose names are set out in paragraph 2(a) of Part 6 of the Scheme Document, accept responsibility for the information contained in this Letter (including any expression of opinion) other than the information for which responsibility is taken by others pursuant to paragraphs 1(b) to 1(f) of Part 6 of the Scheme Document and the opinion of the UK employee representative set out in Part 13 of the Scheme Document. To the best of the knowledge and belief of the Inmarsat Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this Letter for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.

The Bidco Directors, whose names are set out in paragraph 2(b) of Part 6 of the Scheme Document, accept responsibility for the information contained in this Letter (including any expression of opinion) relating to Bidco and themselves, their close relatives, related trusts and other connected persons and other persons acting in concert with Bidco (as that term is used in the Takeover Code). To the best of the knowledge and belief of the Bidco Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this Letter for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.

The persons from Apax Partners LLP ("Apax") whose names are set out in paragraph 2(c) of Part 6 of the Scheme Document (the "Apax Responsible Persons"), each accept responsibility for the information contained in this Letter (including any expression of opinion) relating to Bidco, Apax, the funds advised by Apax and themselves and their respective close relatives, related trusts and other connected persons contained in this Letter. To the best of the knowledge and belief of the Apax Responsible Persons (who have taken all reasonable care to ensure that such is the case), the information contained in this Letter for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.

The persons from Warburg Pincus LLC ("Warburg Pincus") whose names are set out in paragraph 2(d) of Part 6 of the Scheme Document (the "Warburg Pincus Responsible Persons"), each accept responsibility for the information contained in this Letter (including any expression of opinion) relating to Bidco, Warburg Pincus, the funds advised by Warburg Pincus or its affiliates and themselves and their respective close relatives, related trusts and other connected persons contained in this Letter. To the best of the knowledge and belief of the Warburg Pincus Responsible Persons (who have taken all reasonable care to ensure that such is the case), the information contained in this Letter for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.

The persons from Canada Pension Plan Investment Board ("CPPIB") whose names are set out in paragraph 2(e) of Part 6 of the Scheme Document (the "CPPIB Responsible Persons"), accept responsibility for the information contained in this Letter (including any expression of opinion) relating to Bidco, CPPIB and themselves and their respective close relatives, related trusts and other connected persons contained in this Letter. To the best of the knowledge and belief of the CPPIB Responsible Persons (who have taken all reasonable care to ensure that such is the case), the information

contained in this Letter for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.

The persons from Ontario Teachers' Pension Plan Board ("OTPP") whose names are set out in paragraph 2(f) of Part 6 of the Scheme Document (the "OTPP Responsible Persons"), accept responsibility for the information contained in this Letter (including any expression of opinion) relating to Bidco, OTPP and themselves and their respective close relatives, related trusts and other connected persons contained in this Letter. To the best of the knowledge and belief of the OTPP Responsible Persons (who have taken all reasonable care to ensure that such is the case), the information contained in this Letter for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.

Accidental omission to dispatch this Letter to, or any failure to receive the same by, any person shall not invalidate anything set out in this Letter.

Your 2018 and/or 2019 phantom options are governed by the rules of the International Sharesave Plan and in the event of a conflict between this Letter and the rules of the International Sharesave Plan or any relevant legislation, the rules of the International Sharesave Plan or the legislation will prevail.

Receipt of documents will not be acknowledged. All documents sent by or to a participant in the International Sharesave Plan will be sent at the individual's own risk. A participant may request that copies of this Letter be sent to him/her in hard copy form and that all future documents sent to him/her be in hard copy form. Requests should be submitted to shareplans@inmarsat.com.

Please also read the additional information addressed to people in certain countries as set out in the "Overseas Shareholders" section at paragraph 17 of Part 2 of the Scheme Document as if that wording is set out in this Letter and addressed to you, as appropriate.

The statements contained in this Letter are not to be construed as legal, business, financial or tax advice. If you are in any doubt about the contents of this Letter, you should consult your own legal adviser, financial adviser or tax adviser for legal, business, financial or tax advice.