



**INMARSAT PLC 2014 INTERNATIONAL SHARESAVE PLAN**

**2016 PHANTOM OPTION**

**This Letter is important and explains the impact of the Acquisition on your 2016 phantom option and what you need to do. Please read it carefully.**

**You will need to make a decision about if and when you want to exercise your 2016 phantom option. More detail is set out in this Letter but if you want to exercise 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 2016 phantom options will lapse in full on 31 January 2020 (unless they lapse earlier in accordance with their terms) so if you do nothing, your 2016 phantom option will lapse, you will receive no value for it 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.**

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9 September 2019

Dear Colleague

**Acquisition of Inmarsat plc by Connect Bidco Limited: how it affects your 2016 phantom International Sharesave Plan option**

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 the 2016 phantom option 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](mailto: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

Yours faithfully



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

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

## IMPACT ON YOUR 2016 PHANTOM OPTION

### 1. When can I exercise my 2016 phantom option?

In all circumstances you will keep your savings and will only receive cash equal to the gain on your 2016 phantom option. You must provide a copy of your bank statement to confirm you have made monthly payments to be able to exercise your 2016 phantom option. If you have not made the required savings, your 2016 phantom option will lapse.

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

If you are still an employee of Inmarsat, you can exercise your 2016 phantom option now or as part of the Acquisition **PROVIDED** that the exercise price for the 2016 phantom option (GBP 5.68) is lower than USD 7.09 at the USD / GBP exchange rate on the date of exercise.

You should consider carefully whether to exercise your 2016 phantom option now or as part of the Acquisition, as there is no guarantee that the exercise price for your 2016 phantom option will be lower than USD 7.09 at the USD / GBP exchange rate on or after Court Sanction. If you elect to exercise on or after Court Sanction and, on the date of exercise, the exercise price for your 2016 phantom option is higher than USD 7.09 at the USD / GBP exchange rate, the exercise will not be processed and will be carried over until the next exercise window. This carry over will continue, for as long as exercise price for your 2016 phantom option is higher than USD 7.09 at the USD / GBP exchange rate, until your 2016 phantom option lapses on 31 January 2020.

### 2. What are my choices?

You have three choices:

#### **Choice 1: exercise your 2016 phantom option 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 2016 phantom option 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 your 2016 phantom option on Court Sanction, please complete the attached Form of Instruction and return the form by email to [shareplans@inmarsat.com](mailto:shareplans@inmarsat.com) by no later than **5 pm local time on 30 September 2019**.

#### **Choice 2: exercise your 2016 phantom option after Court Sanction and before 31 January 2020**

You can elect to exercise your 2016 phantom option in the six months after Court Sanction and before 31 January 2020 (unless it lapses earlier under the International Sharesave Plan rules). 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 2016 phantom option 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](mailto:shareplans@inmarsat.com) to request an exercise form.

If you do not submit an exercise form so it is received and processed by 31 January 2020, your 2016 phantom option will lapse (unless it lapses earlier under the International Sharesave Plan rules) and you will receive no value for it. You will only keep your savings.

### **Choice 3: exercise your 2016 phantom option before Court Sanction**

You can choose to exercise your 2016 phantom option between now and a date that will be five Business Days before Court Sanction. You will receive the market value of each notional Inmarsat Share in cash (subject to the deductions mentioned below).

The cost of exercising the 2016 phantom option will be deducted automatically from the cash paid to you, along with any income tax and social security which your employer is required to withhold. You will keep your savings.

#### **Notes:**

- **If you exercise before Court Sanction you will not receive the additional cash compensation payment explained at question 6 below.**
- **For both Choices 1 and 2, if your 2016 phantom option exercise price is higher than USD 7.09, your exercise will not be processed and there will be no cash compensation payment available to you.**

To exercise your 2016 phantom option between now and five Business Days before Court Sanction, please submit an exercise instruction in the usual way when you are ready to exercise.

### **3. How do I pay the income tax and social security?**

For exercises under Choice 1 and Choice 2, 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.

For exercises under Choice 3, any income tax and social security that your employer is required to deduct will be deducted from the cash payable to you.

### **4. When will I receive my cash consideration after I exercise my 2016 phantom option?**

For Choices 1 and 2, you will receive the cash consideration through your payroll (less deductions for the cost of exercising the 2016 phantom option 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.

For Choice 3, you will receive the cash through your payroll (less deductions for the cost of exercising the 2016 phantom option and income tax and social security required to be deducted by your employer) in the next practicable payroll after your 2016 phantom option exercise has been processed.

### **5. Will I be able to choose which currency I receive the cash consideration in?**

You will receive the USD 7.09 per notional Inmarsat Share in your payroll currency.

### **6. Will I receive any compensation payment?**

No, for Choice 3.

Yes, for Choices 1 and 2. Bidco has agreed to pay you a cash amount that reflects the number of additional notional Inmarsat Shares under your 2016 phantom option had you been able to save for another six months. We will take the total number of notional Inmarsat Shares under your 2016 phantom option, 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 2016 phantom option 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 2016 phantom option (less income tax and social security). Please see the Tax Summary for more detail. If you do not make Choice 1 or 2 and exercise your 2016 phantom option, you will not receive the cash compensation payment.

## 7. What could I receive if I exercise on or after Court Sanction (Choices 1 and 2)?

Set out below is an illustrative example of the amount that could be received on a 2016 phantom option exercised on or after Court Sanction and assumes:

- 36 monthly contributions are made;
- monthly savings of GBP 250;
- an exercise price of GBP 5.68; and
- that Court Sanction occurs before 31 January 2020.

### Cash consideration calculation

- Total savings: **GBP 9,000** (36 months x GBP 250 of savings per month)
- 2016 phantom option can be exercised over: **1,584 notional Inmarsat Shares** (GBP 9,000 total savings divided by GBP 5.68 exercise price)
- Acquisition price: **USD 7.09 for each notional Inmarsat Share** assumed equivalent to GBP 5.87
- Cash consideration payable: **GBP 9,298** (1,584 x GBP 5.87)
- Savings retained: **GBP 9,000**
- Total 2016 phantom option gain: **GBP 298** (GBP 9,298 – GBP 9,000)

### Compensation payment calculation

- Number of notional Inmarsat Shares over which 2016 phantom option is exercised with 6 months savings: **264** (GBP 250 x 6 / GBP 4.24)
- Gain per notional Inmarsat Share: **GBP 0.19** (GBP 5.87 – GBP 5.68 exercise price)
- Total 2016 phantom option gain on 264 notional Inmarsat Shares at GBP 5.87: **GBP 50.16** (GBP 0.19 x 264)
- Compensation payment payable by Bidco: **GBP 50.16**

	20% income tax and social security	40% income tax and social security
<b>2016 phantom option gain</b>	GBP 298	GBP 298
<b>Less income tax and social security due on 2016 phantom option gain</b>	GBP 59.60	GBP 119.20
<b>Compensation payment from Bidco</b>	GBP 50.16	GBP 50.16

<b>Less income tax and social security due on compensation payment</b>	GBP 10.03	GBP 20.06
<b>Net amount of cash payable to you *</b>	<b>GBP 278.53</b>	<b>GBP 208.90</b>

\* which will be paid in your local currency through payroll

#### 8. What could I receive if I exercise before Court Sanction (Choice 3)?

Set out below is an illustrative example of the amount that could be received on a 2016 phantom option exercised before Court Sanction and assumes:

- 36 monthly contributions are made;
- monthly savings of GBP 250; and
- an exercise price of GBP 5.68.

#### Cash consideration calculation

- Total savings: **GBP 9,000** (36 months x GBP 250 of savings per month)
- 2016 phantom option can be exercised over: **1,584 notional Inmarsat Shares** (GBP 9,000 total savings divided by GBP 5.68 exercise price)
- Market value of an Inmarsat Share on exercise: **GBP 5.87**
- Total value: **GBP 9,298** (1,584 x GBP 5.87)
- Savings retained: **GBP 9,000**
- Total 2016 phantom option gain: **GBP 298** (GBP 9,298 – GBP 9,000)

	<b>20% income tax and social security</b>	<b>40% income tax and social security</b>
<b>2016 phantom option gain</b>	GBP 298	GBP 298
<b>Less income tax and social security due on 2016 phantom option gain</b>	GBP 59.60	GBP 119.20
<b>Net amount of cash payable to you</b>	<b>GBP 238.40</b>	<b>GBP 178.80</b>

#### 9. What happens to my savings?

Whether or not you exercise your 2016 phantom option, you will be able to keep your savings.

#### 10. Can I top-up my 2016 phantom option?

If, when you exercise your 2016 phantom option, there is a shortfall in the amount you have saved compared to the amount that you agreed you would save when the 2016 phantom option was granted due to currency fluctuations, you may choose to top-up your savings.

If you wish to top-up your savings by the amount necessary to exercise your 2016 phantom option using the total amount of savings that you agreed you would save when the 2016 phantom option was granted please confirm this in the exercise instruction when you exercise your 2016 phantom option.

## 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 2016 phantom option at any time until the earlier of six months from the date you left Inmarsat and 31 January 2020, after which time any unexercised 2016 phantom option will lapse. You will need to ensure that you have submitted an exercise form so is it received and processed before the end of the relevant 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 2016 phantom option for six months from the earlier of the date you leave Inmarsat and 31 January 2020. You will need to ensure that you have submitted a Form of Instruction or an exercise form so is it received and processed before the end of the relevant period.

If you leave for any other reason (e.g. you resign or are dismissed), your 2016 phantom option 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 2016 phantom option at any time until six months from 31 January 2020, after which time any unexercised 2016 phantom option will lapse. You will need to ensure that you have submitted a Form of Instruction or an exercise form so is it received and processed before 31 January 2020.

If you leave for any other reason (e.g. you resign or are dismissed) after Court Sanction, your 2016 phantom option 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 by 31 January 2020, your 2016 phantom option will **lapse** and you will receive no value for it. You will only keep your savings. You will also not benefit from the cash compensation payment unless you make Choice 1 or 2.

## 13. What should I do now?

If you wish to exercise your 2016 phantom option on Court Sanction, please complete the attached Form of Instruction and return the form by email to [shareplans@inmarsat.com](mailto:shareplans@inmarsat.com) by no later than **5 pm local time on 30 September 2019**.

If you wish to exercise after Court Sanction and by 31 January 2020 (unless your 2016 phantom option lapses earlier in accordance with the International Sharesave Plan rules), please contact [shareplans@inmarsat.com](mailto:shareplans@inmarsat.com) to request the appropriate exercise form to complete.

If you wish to exercise before Court Sanction, please submit an exercise instruction in the usual way when you are ready to exercise.



## 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 2016 phantom option will continue 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
"Business Day"	a day (other than a Saturday, Sunday, public or bank holiday) on which clearing banks in London are generally open for normal business
"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 2016 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 2016 phantom option is 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](mailto: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.*