



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 your Employee Stock Purchase Plan ("ESPP") options**

As you know, Bidco and Inmarsat 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 options you hold under the ESPP.

Assuming the Acquisition goes ahead, your options will vest automatically on Court Sanction and the Inmarsat Shares you receive will be bought by Bidco for USD 7.09 in cash for each Inmarsat Share. You do not need to take any action.

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 or the ESPP 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**

**THIS LETTER IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in any doubt about the Acquisition or the contents of this Letter 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.**

## IMPACT ON YOUR OPTIONS

### 1. When will my options vest?

Your options will vest automatically on Court Sanction and the Inmarsat Shares you receive will be bought by Bidco for USD 7.09 in cash for each Inmarsat Share (subject to the deductions mentioned below). You do not need to take any action.

Your savings will be used to pay the cost of exercising the options. Any income tax and social security which your employer is required to withhold will be deducted automatically from the cash consideration paid to you.

### 2. 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 via payroll from the cash consideration payable to you by Bidco for the Inmarsat Shares you receive on vesting. Please refer to the separate Tax Summary.

### 3. When will I receive my cash consideration after my options vest?

If the Acquisition goes ahead, you will receive the cash consideration through your payroll (less deductions for income tax and social security required to be deducted by your employer) in the next practicable payroll run after the cash consideration has been paid by Bidco.

However, please note that if you elect to receive the cash consideration in GBP (see question 4 below) your cash consideration will not be paid through payroll and will be paid to you directly.

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

You will receive the USD 7.09 per Inmarsat Share in USD unless you elect to receive the USD 7.09 per Inmarsat Share in GBP. If you wish to elect to receive the USD 7.09 per Inmarsat Share in GBP, please contact [shareplans@inmarsat.com](mailto:shareplans@inmarsat.com).

### 5. Will I receive any compensation?

Yes. Bidco has agreed to pay you a cash amount that reflects the number of additional Inmarsat Shares you would have received had you been able to save for another six months. We will take the total number of Inmarsat Shares under your options, divide that number by 24 and then multiply it by 6. This number of Inmarsat Shares will then be multiplied by the difference between USD 7.09 and the exercise price of your options to give us the compensation amount payable to you.

The compensation will be paid to you on the first reasonably practicable payroll date after your options vest (less income tax and social security). Please see the Tax Summary for more detail.

### 6. What could I receive?

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

- monthly savings of USD 350;
- an purchase price of USD 5.61;
- that Court Sanction occurs on 1 December 2019; and
- the cash consideration is received in USD.

### Cash consideration calculation

- Total savings: **USD 2,100** (6 months x USD 350 of savings per month)
- Option can be exercised to buy: **374 Inmarsat Shares** (USD 2,100 total savings divided by USD 5.61 purchase price)
- Acquisition price: **USD 7.09 for each Inmarsat Share**
- Cash consideration payable from Bidco: **USD 2,651.66** (374 x USD 7.09)
- Purchase price payable on vesting: **USD 2,100**
- Total option gain: **USD 551.66** (USD 2,651.66 – USD 2,100)

### Compensation calculation

- Number of Inmarsat Shares over which option vests with 6 months savings: **374** (USD 350 x 6 / USD 5.61)
- Gain per Inmarsat Share: **USD 1.48** (USD 7.09 – USD 5.61 purchase price)
- Total option gain on 350 Inmarsat Shares at USD 7.09: **USD 553.52** (USD 1.48 x 374)
- Compensation payable by Bidco: **USD 553.52**

	<b>10% income tax and social security</b>	<b>24% income tax and social security</b>	<b>37% income tax and social security</b>
<b>Option gain</b>	USD 551.66	USD 551.66	USD 551.66
<b>Less income tax and social security due on option gain</b>	USD 55.16	USD 132.39	USD 204.11
<b>Compensation from Bidco</b>	USD 553.52	USD 553.52	USD 553.52
<b>Less income tax and social security due on compensation</b>	USD 55.35	USD 132.84	USD 204.80
<b>Net amount of cash payable to you</b>	<b>USD 994.67</b>	<b>USD 839.95</b>	<b>USD 696.27</b>

### 7. **What happens if I leave Inmarsat?**

If you are a Good Leaver, you will normally be able to purchase Inmarsat Shares using the accumulated savings for six months from the date you leave Inmarsat (and its direct and indirect subsidiary undertakings) and ending on Court Sanction.

If you leave for any other reason (e.g. you resign or are dismissed), your options will lapse on the date you leave Inmarsat (and its direct and indirect subsidiary undertakings) and you will get your savings back.

### 8. **Do I have to do anything?**

No, your options will vest automatically on Court Sanction, your Inmarsat Shares will be bought by Bidco and the cash consideration will be paid to you through payroll.

## 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 ESPP and your options will continue unaffected and you should continue saving via your payroll in the normal way.

## DEFINITIONS

<b>"Acquisition"</b>	the proposed acquisition by Bidco of the entire issued and to be issued share capital of Inmarsat to be implemented by the Scheme
<b>"Bidco"</b>	Connect Bidco Limited (formerly known as Triton Bidco (Guernsey) Limited), a company incorporated in Guernsey with company number 66187
<b>"Bidco Directors"</b>	the directors of Bidco from time to time
<b>"Court"</b>	the High Court of Justice in England and Wales
<b>"Court Sanction"</b>	the date the Court sanctions the Scheme
<b>"Effective Date"</b>	the date on which the Acquisition becomes effective
<b>"ESPP"</b>	the Inmarsat plc Employee Stock Purchase Plan
<b>"Good Leaver"</b>	an ESPP participant who leaves employment with Inmarsat due to disability, redundancy, retirement, or who dies (although the precise meaning is provided in the rules of the ESPP)
<b>"Inmarsat"</b>	Inmarsat plc, a public limited company incorporated in England and Wales with registered number 04886072
<b>"Inmarsat Directors"</b>	the board of directors of Inmarsat and "Inmarsat Director" means any of them
<b>"Inmarsat Shareholders"</b>	holders of Inmarsat Shares
<b>"Inmarsat Shares"</b>	the ordinary shares of €0.0005 each in the capital of Inmarsat
<b>"Letter"</b>	the letter dated 9 September 2019 from Inmarsat and Bidco explaining the impact of the Acquisition on ESPP options
<b>"Scheme"</b>	the proposed scheme of arrangement under Part 26 of the Companies Act 2006 between Inmarsat and the Inmarsat Shareholders to implement the Acquisition
<b>"Scheme Document"</b>	the document dated 18 April 2019 sent to (among others) Inmarsat Shareholders to explain the Scheme
<b>"Takeover Code"</b>	the City Code on Takeovers and Mergers
<b>"Tax Summary"</b>	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 options are governed by the rules of the ESPP and in the event of a conflict between this Letter and the rules of the ESPP or any relevant legislation, the rules of the ESPP or the legislation will prevail.*

*Receipt of documents will not be acknowledged. All documents sent by or to a participant in the ESPP 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.*