

MR01

Particulars of a charge

136231/13

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form
to register a charge where the
instrument Use form MR08

For further information, please



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27/05/2015

#58

COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

☒ You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original**

1 Company details

Company number 0 4 8 8 6 0 9 6

Company name in full Inmarsat Investments Limited ✓

For official use

→ **Filling in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date d 2 d 2 m 0 m 5 y 2 y 0 y 1 y 5 ✓

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name Barclays Bank PLC (and its successors in title
and permitted transferees) ✓

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

Trustee statement ^①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

^① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X Linblaters LLP

X

This form must be signed by a person with an interest in the charge

MR01

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name Caroline Webber

Company name Linklaters LLP

Address One Silk Street

Post town London

County/Region London

Postcode EC2Y 8HQ

Country United Kingdom

DX 10 London/City

Telephone 020 7456 2000



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following:

- ☒ The company name and number match the information held on the public Register
- ☒ You have included a certified copy of the instrument with this form
- ☒ You have entered the date on which the charge was created
- ☒ You have shown the names of persons entitled to the charge
- ☒ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ You have given a description in Section 4, if appropriate
- ☒ You have signed the form
- ☐ You have enclosed the correct fee
- ☒ Please do not send the original instrument, it must be a certified copy



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales.
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland.
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number. 4886096

Charge code: 0488 6096 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd May 2015 and created by INMARSAT INVESTMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th May 2015

Given at Companies House, Cardiff on 3rd June 2015



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

CERTIFIED THAT, SAVE FOR MATERIAL REDACTED PURSUANT TO SECTION 859G OF THE COMPANIES ACT 2006, THIS COPY INSTRUMENT IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.

LINKLATERS LLP 27/05/15

EXECUTION VERSION

SUPPLEMENTAL SHARE CHARGE

dated 22 May 2015

created by

INMARSAT INVESTMENTS LIMITED

in favour of

BARCLAYS BANK PLC
acting as Security Agent

Linklaters

Ref L-236976

Linklaters LLP

THIS SUPPLEMENTAL SHARE CHARGE dated 22 May 2015 is made as a deed BETWEEN

- (1) INMARSAT INVESTMENTS LIMITED a company incorporated in England and Wales with registered No 04886096 (the "Chargor"), and
- (2) BARCLAYS BANK PLC (the "Security Agent", as security agent for the benefit of the Secured Parties (as defined below))

BACKGROUND -

- (A) This Supplemental Share Charge is supplemental to the Share Charge (as defined below) and is entered into in connection with the Amended Refinancing Facility Agreement (as defined below)
- (B) The Board of Directors of the Chargor is satisfied that entering into this Supplemental Share Charge is for the purposes and to the benefit of the Chargor and its business
- (C) The Security Agent and the Chargor intend this document to take effect as a deed (even though the Security Agent only executes it under hand)
- (D) The Security Agent holds the benefit of this Supplemental Share Charge on trust for the Secured Parties (as defined below) on the terms of the Finance Documents and the Amended Refinancing Facility Agreement Finance Documents (as defined below)
- (E) Pursuant to paragraph (e) of clause 30.6 (*Accession of Refinancing Lenders*) of the New Intercreditor Agreement (as defined below), the Security Agent is authorised to execute any supplemental share charge over the shares in Inmarsat Ventures Limited in order to ensure all liabilities under the Refinancing Facility Agreement are secured by such share charge

NOW THIS DEED WITNESSES as follows -

1 INTERPRETATION

1.1 In this Supplemental Share Charge

"Amended Refinancing Facility Agreement" means the Refinancing Facility Agreement as amended and restated pursuant to the First Amendment and Restatement Agreement

"Amended Refinancing Facility Agreement Finance Documents" means the Finance Documents as defined in the Amended Refinancing Facility Agreement

"Amended Refinancing Facility Agreement Finance Parties" means the Finance Parties as defined in the Amended Refinancing Facility Agreement

"Amended Refinancing Facility Agreement Hedging Banks" means the Hedging Banks as defined in the Amended Refinancing Facility Agreement

"Effective Date" means the First Amendment and Restatement Effective Date as defined in the First Amendment and Restatement Agreement

"First Amendment and Restatement Agreement" means the agreement dated on or about the date of this Supplemental Share Charge between, among others, the Chargor and the Security Agent pursuant to which the Refinancing Facility Agreement is amended and restated

"Liabilities" means all present and future moneys, debts and liabilities due, owing or incurred by the Chargor to any Secured Party under or in connection with any Finance Document and

any Amended Refinancing Facility Agreement Finance Document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise)

"New Intercreditor Agreement" means the intercreditor agreement dated 6 November 2009 between, among others, the Chargor as the Company, the Senior Agent, the Senior Lenders, the Original Hedging Banks, the Original New Bonds Issuer and the Original New Bonds Trustee each named in it, as amended and restated on 24 March 2010 and as further amended and/or restated from time to time

"Refinancing Facility Agreement" means the facility agreement dated 30 June 2011 entered into between, among others, the Chargor and the Security Agent, for the purpose of, inter alia, refinancing the facilities under the Senior Facility Agreement

"Secured Parties" has the meaning given to such term in the New Intercreditor Agreement and includes without limitation, the Amended Refinancing Facility Agreement Finance Parties and the Amended Refinancing Facility Agreement Hedging Banks

"Senior Facility Agreement" means the facility agreement dated 16 July 2009 entered into between, among others, the Chargor and the Security Agent

"Share Charge" means the share charge dated 30 June 2011 between the Chargor and the Security Agent granting a fixed charge over the entire ordinary share capital of Inmarsat Ventures Limited

- 1.2 In this Supplemental Share Charge, unless the context otherwise requires, all words or expressions defined in the Share Charge shall have the same meanings where used in this Supplemental Share Charge
- 1.3 This Supplemental Share Charge is a Finance Document for the purposes of the Amended Refinancing Facility Agreement
- 1.4 The provisions of clause 1.2 (*Construction*) of the Share Charge shall also apply to this Supplemental Share Charge, mutatis mutandis

2 CHARGING CLAUSE

From the Effective Date, in pursuance of the Share Charge, the Chargor, with full title guarantee and as continuing security for the payment of all Liabilities, charges in favour of the Security Agent (as trustee for the Secured Parties) by way of fixed charge all present and future Shares and Dividends

3 REPRESENTATIONS AND WARRANTIES

The Chargor makes the representations and warranties set out in clause 7 (*Representations*) of the Share Charge to the Security Agent on the date of this Supplemental Share Charge and on the Effective Date

4 SHARE CHARGE

From the Effective Date

- (a) clauses 1.3 (*Third Party Rights*), 1.4 (*Intercreditor Agreement*), 2 (*Undertaking to pay*), 3.2 (*Share certificates etc*), 4 (*Restrictions and Further assurance*), 5 (*Charged Shares*), 6 (*General Undertakings*), 8 (*Enforcement*) to 19 (*Indemnities Separate*)

inclusive of the Share Charge, and schedules 1 (*Rights of Security Agent*) and 2 (*Shares*) of the Share Charge, shall apply to this Supplemental Share Charge as if set out in full in this Supplemental Share Charge, but as if references in such clauses and schedules to

- (i) "this Deed" were references to "this Supplemental Share Charge",
 - (ii) "Finance Documents" included the Amended Refinancing Facility Agreement Finance Documents,
 - (iii) "Secured Parties" included the Amended Refinancing Facility Agreement Finance Parties and the Amended Refinancing Facility Agreement Hedging Banks, and
 - (iv) "Liabilities" included all present and future moneys, debts and liabilities due owing or incurred by the Chargor to any Secured Party under or in connection with any Amended Refinancing Facility Agreement Finance Document, and
- (b) the Share Charge and this Supplemental Share Charge shall henceforth be read and construed together as one document and the Share Charge shall henceforth operate and have effect accordingly

5 GOVERNING LAW

This Supplemental Share Charge and any non-contractual obligations arising out of or in connection with it are governed by English law

6 COUNTERPARTS

This Supplemental Share Charge may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Supplemental Share Charge

This Supplemental Share Charge has been entered into as a deed on the date stated at the beginning of this Supplemental Share Charge.

SIGNED as a DEED by INMARSAT
INVESTMENTS LIMITED acting by
ALISON HERRICK Director
in the presence of
KELLY FIELDING



SIGNED by _____
for and on behalf of BARCLAYS BANK PLC
in the presence of _____

Name

Address

Fax No

Attention

SIGNED as a DEED by INMARSAT
INVESTMENTS LIMITED acting by
_____ a Director
in the presence of

SIGNED by Michael Joyner
_____ for and on behalf of BARCLAYS BANK PLC
in the presence of _____

Name

Wendy Bates

Address

Fax No

Attention