

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

In re:

INTELSAT S.A., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 20-32299 (KLP)
)
) (Jointly Administered)
)

**BENEFICIAL BALLOT FOR VOTING
TO ACCEPT OR REJECT THE SECOND AMENDED JOINT CHAPTER 11
PLAN OF REORGANIZATION OF INTELSAT S.A. AND ITS DEBTOR AFFILIATES**

**PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING BALLOTS
CAREFULLY BEFORE COMPLETING THIS BALLOT.**

**THE DEADLINE FOR THE RECEIPT OF BALLOTS AND MASTER BALLOTS IS
OCTOBER 29, 2021, AT 5:00 P.M., PREVAILING EASTERN TIME (THE “VOTING DEADLINE”).**

**IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO STRETTO, PLEASE COMPLETE THE
BALLOT AND RETURN IT PROMPTLY IN THE ENVELOPE PROVIDED SO THAT IT IS ACTUALLY
RECEIVED BY STRETTO BY THE VOTING DEADLINE.**

**IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO YOUR NOMINEE, PLEASE COMPLETE,
SIGN, AND DATE THE BALLOT AND RETURN IT PROMPTLY IN ACCORDANCE WITH THE
INSTRUCTIONS PROVIDED BY YOUR NOMINEE. PLEASE ALLOW SUFFICIENT TIME FOR
YOUR BALLOT TO BE INCLUDED ON A MASTER BALLOT COMPLETED BY YOUR NOMINEE.
THE MASTER BALLOT MUST BE ACTUALLY RECEIVED BY STRETTO ON OR BEFORE THE
VOTING DEADLINE.**

The above-captioned debtors and debtors in possession (collectively, the “Debtors”), are soliciting votes with respect to the *Second Amended Joint Chapter 11 Plan of Reorganization of Intelsat S.A. and Its Debtor Affiliates* (as may be amended, supplemented, or otherwise modified from time to time, the “Plan”) as set forth in the *Second Amended Disclosure Statement for the Second Amended Joint Chapter 11 Plan of Reorganization of Intelsat S.A. and Its Debtor Affiliates* (as may be amended, supplemented, or otherwise modified from time to time, the “Disclosure Statement”). The Bankruptcy Court for the Eastern District of Virginia (the “Bankruptcy Court”) has approved the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code, by entry of an order on **September 7, 2021** (the “Disclosure Statement Order”). Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan.

¹ Due to the large number of Debtors in these chapter 11 cases, for which joint administration has been granted, a complete list of the Debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list may be obtained on the website of the Debtors’ Solicitation Agent at <https://cases.stretto.com/intelsat>. The location of the Debtors’ service address is: 7900 Tysons One Place, McLean, VA 22102.

You are receiving this ballot for Beneficial Holders² (the “Beneficial Holder Ballot”) because you are a Beneficial Holder of a Claim as indicated in Schedule A as of August 25, 2021 (the “Voting Record Date”). Accordingly, you have a right to vote to accept or reject the Plan. You can cast your vote through this Beneficial Holder Ballot and return it to your broker, bank, or other nominee, or the agent of a broker, bank, or other nominee (each of the foregoing, a “Nominee”), in accordance with the instructions provided by your Nominee, who will then submit a master ballot (the “Master Ballot”) on behalf of the Beneficial Holders of Claims indicated in Schedule A hereto.

Your rights are described in the Disclosure Statement, which was included in the package (the “Solicitation Package”) you are receiving with this Ballot (as well as the Plan, Disclosure Statement Order, and certain other materials). If you received Solicitation Package materials in electronic format and desire paper copies, or if you need to obtain additional Solicitation Packages, you may obtain them from (a) Stretto (the “Solicitation Agent”) at no charge by: (i) accessing the Debtors’ restructuring website at <https://cases.stretto.com/intelsat/>; (ii) writing to Intelsat S.A. c/o Stretto, 410 Exchange, Suite 100, Irvine, CA 92602; (iii) calling (855) 489-1434 (toll free) or +1 (949) 561-0347 (international) and requesting to speak with a member of the Solicitation Group; or (iv) emailing Intelsatinquiries@stretto.com and referencing “Intelsat” in the subject line; or (b) for a fee via PACER on the Bankruptcy Court’s website at: www.vaeb.uscourts.gov.

This Beneficial Holder Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan and making certain certifications with respect to the Plan. If you believe you have received this Beneficial Holder Ballot in error, or if you believe that you have received the wrong ballot, please contact Stretto immediately at the address, telephone number, or email address set forth above.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan’s classification and treatment of your Claim. Your Claim has been placed in the Class of Claims indicated in Schedule A, under the Plan. If you hold Claims in more than one Class, you will receive a ballot for each Class in which you are entitled to vote.

In order for your vote to count, your Nominee must receive this Beneficial Holder Ballot in sufficient time for your Nominee to include your vote on a Master Ballot that must be received by Stretto on or before the Voting Deadline, which is October 29, 2021, at 5:00 p.m., prevailing Eastern Time. Please allow sufficient time for your vote to be included on the Master Ballot completed by your Nominee. If a Master Ballot recording your vote is not received by the Voting Deadline, and if the Voting Deadline is not extended, your vote will not count.

Item 1. Amount of Claims.

The undersigned hereby certifies that as of the Voting Record Date, the undersigned was the Beneficial Holder of Claims in the Class indicated in Schedule A hereto in the following principal amount (insert amount in box below, unless otherwise completed by your Nominee):

\$ _____

² A “Beneficial Holder” means a beneficial owner of publicly-traded securities whose claims have not been satisfied prior to the Voting Record Date (as defined herein) pursuant to Bankruptcy Court order or otherwise, as reflected in the records maintained by the Nominees holding through DTC.

Item 2. Vote on Plan.

The Beneficial Holder of the Claims against the Debtors set forth in Item 1 votes to (please check one):

☐ **ACCEPT** (vote FOR) the Plan

☐ **REJECT** (vote AGAINST) the Plan

Your vote on the Plan will be applied to each applicable Debtor in the same manner and in the same amount as indicated in Item 1 and Item 2 above.

Item 3. Important information regarding the Third Party Release.³

- **If you do not opt out of the releases described below, you will be deemed to have released whatever claims you may have against people and entities other than the Debtors (including company officers and directors) unless you return this ballot with the box included at the end of this Item 3 marked by October 29, 2021, at 5:00 P.M., prevailing Eastern Time.**
- There will be no harm to you under the Plan if you elect to opt out of the Third Party Release; however, you will not receive a release.
- Specific information and instructions regarding the releases follows immediately below:

³ Under the Plan, “*Released Parties*” means collectively, and in each case in its capacity as such: (a) each of the Debtors; (b) each of the Reorganized Debtors; (c) the Committee, and each member thereof (including *ex officio* members); (d) each of the First Lien Lenders; (e) each of the First Lien Noteholders; (f) the First Lien Agent; (g) each Indenture Trustee; (h) the Prepetition Collateral Trustee; (i) the DIP Agent; (j) each of the DIP Lenders; (k) the Jackson Ad Hoc Group, and each member thereof; (l) the HoldCo Creditor Ad Hoc Group, and each member thereof; (m) the Jackson First Lien Noteholder Group and each member thereof; (n) the Jackson Crossover Ad Hoc Group, and each member thereof; (o) each Consenting Creditor; (p) each Backstop Party; (q) each current and former Affiliate of each Entity in clause (a) through the following clause (r); and (r) each Related Party of each Entity in clause (a) through this clause (r); *provided* that any Holder of a Claim or Interest that opts out of the releases shall not be a “Released Party.”

Under the Plan, “*Releasing Parties*” means, collectively, and in each case in its capacity as such: (a) each of the Debtors; (b) each of the Reorganized Debtors; (c) the Committee, and each member thereof (including *ex officio* members); (d) each of the First Lien Lenders; (e) each of the First Lien Noteholders; (f) the First Lien Agent; (g) each Indenture Trustee; (h) the Prepetition Collateral Trustee; (i) the DIP Agent; (j) each of the DIP Lenders; (k) the Jackson Ad Hoc Group, and each member thereof; (l) the HoldCo Creditor Ad Hoc Group, and each member thereof; (m) the Jackson First Lien Noteholder Group and each member thereof; (n) the Jackson Crossover Ad Hoc Group, and each member thereof; (o) each Consenting Creditor; (p) each Backstop Party; (q) all Holders of Impaired Claims who voted to accept the Plan; (r) all Holders of Impaired Claims who abstained from voting on the Plan or voted to reject the Plan; (s) all Holders of Unimpaired Claims; (t) all Holders of Interests; (u) each current and former Affiliate of each Entity in clause (a) through the following clause (v); and (v) each Related Party of each Entity in clause (a) through this clause (v); *provided* that an Entity shall not be a Releasing Party if, in the cases of clauses (r) through (t) and each current and former Affiliates thereof, such Entity elects to opt out of the releases contained in the Plan or timely objects to the releases contained in the Plan and such objection is not resolved before Confirmation; *provided further* that any such Entity shall be identified by name as a non-Releasing Party in the Confirmation Order.

AS A **"RELEASING PARTY"** UNDER THE PLAN, YOU ARE DEEMED TO PROVIDE THE RELEASES CONTAINED IN ARTICLE VIII.E OF THE PLAN SET FORTH BELOW, UNLESS YOU ELECT TO OPT OUT OF THE THIRD PARTY RELEASE BY CHECKING THE BOX BELOW:

EFFECTIVE AS OF THE EFFECTIVE DATE, IN EACH CASE EXCEPT FOR CLAIMS ARISING UNDER, OR PRESERVED BY, THE PLAN, EACH RELEASING PARTY (OTHER THAN THE DEBTORS OR THE REORGANIZED DEBTORS), IN EACH CASE ON BEHALF OF ITSELF AND ITS RESPECTIVE SUCCESSORS, ASSIGNS, AND REPRESENTATIVES, AND ANY AND ALL OTHER ENTITIES WHO MAY PURPORT TO ASSERT ANY CLAIM, CAUSE OF ACTION, DIRECTLY OR DERIVATIVELY, BY, THROUGH, FOR, OR BECAUSE OF THE FOREGOING ENTITIES, IS DEEMED TO HAVE RELEASED AND DISCHARGED EACH DEBTOR, REORGANIZED DEBTOR, AND EACH OTHER RELEASED PARTY FROM ANY AND ALL CAUSES OF ACTION, WHETHER KNOWN OR UNKNOWN, INCLUDING ANY DERIVATIVE CLAIMS, ASSERTED OR ASSERTABLE ON BEHALF OF ANY OF THE DEBTORS, THAT SUCH ENTITY WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT (WHETHER INDIVIDUALLY OR COLLECTIVELY), BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS (INCLUDING THE MANAGEMENT, OWNERSHIP OR OPERATION THEREOF), THE PURCHASE, SALE, OR RESCISSION OF ANY SECURITY OF THE DEBTORS OR THE REORGANIZED DEBTORS, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN ANY DEBTOR AND ANY RELEASED PARTY, THE DEBTORS' IN- OR OUT-OF-COURT RESTRUCTURING EFFORTS, INTERCOMPANY TRANSACTIONS, THE DIP FACILITY, THE DIP ORDER, THE TERM LOAN FACILITY, THE FIRST LIEN NOTES, THE SENIOR NOTES, THE INDENTURES, THE CHAPTER 11 CASES, THE MATTERS SETTLED PURSUANT TO THE SETTLEMENT, INCLUDING THE HISTORICAL INTERCOMPANY TRANSACTION CLAIMS, CLAIMS RELATED TO THE DEBTORS' TAX ATTRIBUTES, INCLUDING THE 2018 REORGANIZATION CLAIMS, THE ACCELERATED RELOCATION PAYMENT CLAIMS, ANY PREFERENCE, FRAUDULENT TRANSFER, OR OTHER AVOIDANCE, RECOVERY, OR PRESERVATION CLAIM PURSUANT TO SECTIONS 544, 547, 548, 550, OR 551 OF THE BANKRUPTCY CODE AND APPLICABLE STATE AND FOREIGN LAWS, THE PLAN SUPPORT AGREEMENT, THE SECURED CREDITOR SETTLEMENT, THE FORMULATION, PREPARATION, DISSEMINATION, NEGOTIATION, ENTRY INTO, OR FILING OF, AS APPLICABLE, THE DISCLOSURE STATEMENT, THE NEW DEBT DOCUMENTS, THE NEW CORPORATE GOVERNANCE DOCUMENTS, THE NEW WARRANTS AGREEMENTS, THE CVR AGREEMENTS, THE SETTLEMENT, THE SETTLEMENT AGREEMENT, THE PLAN SUPPORT AGREEMENT, THE SECURED CREDITOR SETTLEMENT, THE PLAN, OR ANY RESTRUCTURING TRANSACTION, CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THE DISCLOSURE STATEMENT, THE NEW DEBT DOCUMENTS, THE NEW CORPORATE GOVERNANCE DOCUMENTS, THE NEW WARRANTS AGREEMENTS, THE CVR AGREEMENTS, THE SETTLEMENT, THE SETTLEMENT AGREEMENT, THE PLAN SUPPORT AGREEMENT, THE SECURED CREDITOR SETTLEMENT, THE PLAN (INCLUDING, FOR THE AVOIDANCE OF DOUBT, PROVIDING ANY LEGAL OPINION REQUESTED BY ANY ENTITY REGARDING ANY TRANSACTION, CONTRACT, INSTRUMENT, DOCUMENT, OR OTHER AGREEMENT CONTEMPLATED BY THE PLAN OR THE RELIANCE BY ANY RELEASED PARTY ON THE PLAN OR THE CONFIRMATION ORDER IN LIEU OF SUCH LEGAL OPINION), THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION, THE PURSUIT OF CONSUMMATION, THE ADMINISTRATION AND IMPLEMENTATION OF THE PLAN, INCLUDING THE ISSUANCE OR DISTRIBUTION OF SECURITIES PURSUANT TO THE PLAN, OR THE DISTRIBUTION OF PROPERTY UNDER THE PLAN OR ANY OTHER RELATED AGREEMENT, OR UPON ANY OTHER RELATED ACT, OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASES SET FORTH ABOVE DO NOT RELEASE ANY OBLIGATIONS ARISING ON OR AFTER THE EFFECTIVE DATE OF ANY PARTY OR ENTITY UNDER THE PLAN, ANY RESTRUCTURING TRANSACTION, OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THOSE SET FORTH IN THE PLAN SUPPLEMENT) EXECUTED TO

IMPLEMENT THE PLAN, INCLUDING THE ASSUMPTION OF THE INDEMNIFICATION PROVISIONS AS SET FORTH IN THE PLAN. NOTWITHSTANDING ANYTHING IN THIS ARTICLE VIII.E TO THE CONTRARY, IF THE PLAN TOGGLE EVENT OCCURS: (A) NOTHING IN THE NON-TOPCO PLAN SHALL RESULT IN THE RELEASE, DISCHARGE, OR ENJOIN THE PROSECUTION OF (I) ANY TOPCO GUARANTEE CLAIMS OR (II) ANY CAUSES OF ACTION AGAINST THE TOPCOS THAT ARE NOT RELEASED PURSUANT TO THE SETTLEMENT; AND (B) NOTHING IN THE SETTLEMENT SHALL RESULT IN THE RELEASE, DISCHARGE, OR ENJOIN THE PROSECUTION OF, ANY TOPCO GUARANTEE CLAIMS. NOTHING IN THIS ARTICLE VIII.E SHALL OPERATE TO RELEASE, DISCHARGE, OR ENJOIN ANY ENTITY'S RIGHTS WITH RESPECT TO THE SECURED CREDITOR CLAIMS LITIGATION (SUBJECT TO THE DEBTORS' OBLIGATIONS WITH RESPECT TO THE SECURED CREDITOR SETTLEMENT AND THE SECURED CREDITOR SETTLEMENT MOTION).

* * *

IF YOU ELECT TO OPT OUT OF THE RELEASES SET FORTH IN ARTICLE VIII.E OF THE PLAN, YOU WILL FOREGO THE BENEFIT OF OBTAINING THE RELEASES SET FORTH IN ARTICLE VIII.E OF THE PLAN IF YOU ARE A RELEASED PARTY IN CONNECTION THEREWITH.

OPTIONAL RELEASE ELECTION. YOU MAY ELECT TO OPT OUT OF THE RELEASE CONTAINED IN ARTICLE VIII.E OF THE PLAN IF YOU CHECK THE BOX BELOW:

<input type="checkbox"/> The Undersigned Holder of the Claim elects to <u>OPT OUT of the Third Party Release</u>
--

For the avoidance of doubt, you may also elect to opt out of the release contained in Article VIII.E of the Plan by timely objecting to the release contained in Article VIII.E of the Plan. Such objection may be accomplished by filing an objection on the Bankruptcy Court's docket in these chapter 11 cases or notifying counsel to the Debtors of your objection in writing, including by email.

Item 4. Other Beneficial Holder Ballots Submitted. By returning this Beneficial Holder Ballot, the holder of the Claims identified in Item 1 certifies that (a) this Beneficial Holder Ballot is the only Beneficial Holder Ballot submitted for Claims identified in Item 1 owned by such holder, except as identified in the following table, and (b) all Beneficial Holder Ballots submitted by the holder in the same Class indicate the same vote to accept or reject the Plan that the holder has indicated in Item 3 of this Beneficial Holder Ballot (please use additional sheets of paper if necessary):

**ONLY COMPLETE THIS TABLE IF YOU HAVE VOTED OTHER
CLAIMS IN THE SAME CLASS ON OTHER BENEFICIAL HOLDER BALLOTS**

Account Number of other Claims Voted	Name of Record Holder or Nominee	Principal Amount of Other Claims Voted	CUSIP of Other Claims Voted
		\$	
		\$	
		\$	
		\$	

Item 5. Certifications.

By signing this Beneficial Holder Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors:

- (a) that, as of the Voting Record Date, either: (i) the Entity is the Holder of the Claims being voted; or (ii) the Entity is an authorized signatory for an Entity that is a Holder of the Note Claims being voted;
- (b) that the Entity (or in the case of an authorized signatory, the Holder) has received a copy of the Disclosure Statement and the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;
- (c) that the Entity has cast the same vote with respect to all Claims in a single Class; and
- (d) that no other Beneficial Holder Ballots with respect to the amount of the Claims identified in Item 1 have been cast or, if any other Beneficial Holder Ballots have been cast with respect to such Claims, then any such earlier Beneficial Holder Ballots are hereby revoked.

Name of Holder:	
	(Print or Type)
Signature:	
Name of Signatory:	
	(If other than Holder)
Title:	
Address:	
Telephone Number:	
Email:	
Date Completed:	

**PLEASE COMPLETE, SIGN, AND DATE THIS BALLOT AND
RETURN IT (WITH AN ORIGINAL SIGNATURE) PROMPTLY IN THE ENVELOPE PROVIDED OR
OTHERWISE IN ACCORDANCE WITH THE INSTRUCTIONS PROVIDED BY YOUR NOMINEE.**

**THE VOTING DEADLINE IS
OCTOBER 29, 2021, AT 5:00 P.M., PREVAILING EASTERN TIME.**

**STRETTO MUST ACTUALLY RECEIVE THE MASTER BALLOT
REFLECTING YOUR VOTE (OR PRE-VALIDATED BALLOT,
IF APPLICABLE) ON OR BEFORE THE VOTING DEADLINE.**

[Remainder of page intentionally left blank; continued next page.]

INSTRUCTIONS FOR COMPLETING THIS BENEFICIAL HOLDER BALLOT

1. The Debtors are soliciting the votes of Holders of Claims with respect to the Plan attached as **Exhibit A** to the Disclosure Statement. Capitalized terms used in the Beneficial Holder Ballot or in these instructions (the "**Ballot Instructions**") but not otherwise defined therein or herein shall have the meaning set forth in the Plan, a copy of which also accompanies the Beneficial Holder Ballot. **PLEASE READ THE PLAN AND DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.**
2. The Plan can be confirmed by the Bankruptcy Court and thereby made binding upon you if it is accepted by the Holders of at least two-thirds in amount and more than one-half in number of Claims in at least one class of creditors that votes on the Plan and if the Plan otherwise satisfies the requirements for confirmation provided by section 1129(a) of the Bankruptcy Code. Please review the Disclosure Statement for more information.
3. Unless otherwise instructed by your Nominee, to ensure that your vote is counted, you must submit your Beneficial Holder Ballot to your Nominee so that your Nominee can submit a Master Ballot that reflects your vote so that the Master Ballot is actually received by Stretto by the Voting Deadline. You may instruct your Nominee to vote on your behalf in the Master Ballot as follows: (a) complete the Beneficial Holder Ballot; (b) indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Beneficial Holder Ballot; and (c) sign and return the Beneficial Holder Ballot to your Nominee in accordance with the instructions provided by your Nominee. The Voting Deadline for the receipt of Master Ballots by Stretto is **October 29, 2021, at 5:00 p.m.**, prevailing Eastern Time. Your completed Beneficial Holder Ballot must be received by your Nominee in sufficient time to permit your Nominee to deliver your votes to Stretto on or before the Voting Deadline.
4. **The following Ballots submitted to your Nominee will not be counted:**
 - (a) **any Beneficial Holder Ballot that partially rejects and partially accepts the Plan;**
 - (b) **any Beneficial Holder sent to the Debtors, the Debtors' agents, any indenture trustee, or the Debtors' financial or legal advisors;**
 - (c) **any Beneficial Holder Ballots sent by facsimile or any electronic means other than in accordance with the instructions of your Nominee (however, if you are directed by your Nominee to submit the Beneficial Holder Ballot to the Nominee via electronic means, such instructions to your Nominee shall have the same effect as if you had completed and returned a physical Beneficial Holder Ballot, including all certifications);**
 - (d) **any Beneficial Holder Ballot that is illegible or contains insufficient information to permit the identification of the Holder of the Claim;**
 - (e) **any Beneficial Holder Ballot cast by an Entity that does not hold a Claim in the applicable Class;**
 - (f) **any unsigned Beneficial Holder Ballot;**
 - (g) **any Beneficial Holder Ballot submitted by a holder not entitled to vote pursuant to the Plan.**
 - (h) **any Beneficial Holder Ballot not bearing an original signature, except as provided above; and/or**
 - (i) **any Beneficial Holder Ballot not marked to accept or reject the Plan or any Ballot marked both to accept and reject the Plan.**
5. If your Beneficial Holder Ballot is not received by your Nominee in sufficient time to be included on a timely submitted Master Ballot, it will not be counted, unless the Debtors, in their discretion, determine otherwise. In all cases, Beneficial Holders should allow sufficient time to assure timely delivery of your Beneficial Holder Ballot to your Nominee. No Beneficial Holder Ballot should be sent to any of the Debtors, the Debtors' agents, the Debtors' financial or legal advisors, and if so sent will not be counted.
6. If you deliver multiple Beneficial Holder Ballots to the Nominee with respect to the same Claim prior to the Voting Deadline, unless otherwise determined by the Debtors, the last received valid Beneficial Holder Ballot timely received will supersede and revoke any earlier received Beneficial Holder Ballots.

7. You must vote all of your Claims within the same Class either to accept or reject the Plan and may not split your vote. Further, if a Holder has multiple Claims within the same Class, the Debtors may, in their discretion, aggregate the Claims of any particular Holder with multiple Claims within the same Class for the purpose of counting votes.
8. This Beneficial Holder Ballot does not constitute, and shall not be deemed to be, (a) a Proof of Claim or (b) an assertion or admission of a Claim.
9. **Please be sure to sign and date your Beneficial Holder Ballot.** If you are signing a Beneficial Holder Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by Stretto, the Debtors, or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Holder.
10. If you hold Claims in more than one Class under the Plan you may receive more than one ballot coded for each different Class. Each ballot votes *only* your Claims indicated on that ballot, so please complete and return each ballot that you receive.
11. The Beneficial Holder Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan. Accordingly, at this time, Holders of Claims should not surrender certificates or instruments representing or evidencing their Claims, and neither the Debtors nor Stretto will accept delivery of any such certificates or instruments surrendered together with a ballot.

PLEASE RETURN YOUR BENEFICIAL HOLDER BALLOT PROMPTLY IN THE ENVELOPE PROVIDED OR OTHERWISE IN ACCORDANCE WITH THE INSTRUCTIONS PROVIDED BY YOUR NOMINEE.

**IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT,
THESE VOTING INSTRUCTIONS OR THE PROCEDURES FOR
VOTING, PLEASE CALL STRETTO AT:
(855) 489-1434 (TOLL FREE) OR +1 (949) 561-0347 (INTERNATIONAL)
(ASK TO SPEAK WITH A MEMBER OF THE SOLICITATION GROUP)
OR EMAIL INTELSATINQUIRIES@STRETTO.COM
AND REFERENCE "INTELSAT" IN THE SUBJECT LINE.**

THE VOTING DEADLINE IS OCTOBER 29, 2021, AT 5:00 P.M., PREVAILING EASTERN TIME.

**STRETTO MUST ACTUALLY RECEIVE THE
MASTER BALLOT REFLECTING YOUR VOTE (OR PRE-VALIDATED
BALLOT, IF APPLICABLE) ON OR BEFORE THE VOTING DEADLINE.**

Schedule A

Your Nominee may have checked a box below to indicate the CUSIP to which this Beneficial Holder Ballot pertains, or otherwise provided that information to you on a label or schedule attached to the Beneficial Holder Ballot:

Class A7 8.00% First Lien Notes Claims		
<input type="checkbox"/>	8.00% First Lien Notes	CUSIP: L5137X AJ8 / ISIN: USL5137XAJ83 CUSIP: 45824T AR6 / ISIN: US45824TAR68 CUSIP: 45824T AT2 / ISIN: US45824TAT25 CUSIP: L5137X AL3 / ISIN: USL5137XAL30
Class A8 9.50% First Lien Notes Claims		
<input type="checkbox"/>	9.50% First Lien Notes	CUSIP: 45824T AS4 / ISIN: US45824TAS42 CUSIP: L5137X AK5 / ISIN: USL5137XAK56
Class B1 Unsecured Claims Against Jackson		
<input type="checkbox"/>	2023 Jackson Senior Notes	CUSIP: 45824T AP0 / ISIN: US45824TAP03
<input type="checkbox"/>	2024 Jackson Senior Notes	CUSIP: 45824T BA2 / ISIN: US45824TBA25 CUSIP: L5137X AT6 / ISIN: USL5137XAT65
<input type="checkbox"/>	2025 Jackson Senior Notes	CUSIP: L5137X AV1 / ISIN: USL5137XAV12 CUSIP: 45824T AY1 / ISIN: US45824TAY10 CUSIP: L5137X AS8/ ISIN: USL5137XAS82
Class C1 Unsecured Claims Against Jackson Subsidiaries		
<input type="checkbox"/>	2023 Jackson Senior Notes	CUSIP: 45824T AP0 / ISIN: US45824TAP03
<input type="checkbox"/>	2024 Jackson Senior Notes	CUSIP: 45824T BA2 / ISIN: US45824TBA25 CUSIP: L5137X AT6 / ISIN: USL5137XAT65
<input type="checkbox"/>	2025 Jackson Senior Notes	CUSIP: L5137X AV1 / ISIN: USL5137XAV12 CUSIP: 45824T AY1 / ISIN: US45824TAY10 CUSIP: L5137X AS8/ ISIN: USL5137XAS82
Class D1 Unsecured Claims Against ICF		
<input type="checkbox"/>	Connect Senior Notes	CUSIP: 45827AAD5 / ISIN: US45827AAD54 CUSIP: L5150GAC2 / ISIN: USL5150GAC26

Class E1 Unsecured Claims Against Envision		
<input type="checkbox"/>	Connect Senior Notes	CUSIP: 45827AAD5 / ISIN: US45827AAD54 CUSIP: L5150GAC2 / ISIN: USL5150GAC26
<input type="checkbox"/>	Convertible Senior Notes	CUSIP: 45790VAB6 / ISIN: US45790VAB62
Class F1 Unsecured Claims Against LuxCo		
<input type="checkbox"/>	2021 Lux Senior Notes	CUSIP: 458204 AP9 / ISIN: US458204AP96
<input type="checkbox"/>	2023 Lux Senior Notes	CUSIP: 458204 AQ7 / ISIN: US458204AQ79
<input type="checkbox"/>	2024 Lux Senior Notes	CUSIP: 458204 AR5 / ISIN: US458204AR52 CUSIP: L5150HAA4 / ISIN: USL5150HAA43
<input type="checkbox"/>	Connect Senior Notes	CUSIP: 45827AAD5 / ISIN: US45827AAD54 CUSIP: L5150GAC2 / ISIN: USL5150GAC26
Class J1 Unsecured Claims Against Intelsat		
<input type="checkbox"/>	Convertible Senior Notes	CUSIP: 45790VAB6 / ISIN: US45790VAB62

