

June 1, 2020

Intelsat Jackson Holdings S.A.
Société anonyme
4, rue Albert Borschette
L-1246 Luxembourg
RCS Luxembourg n° B 149959
Attn: José Toscano

\$1,000,000,000 Debtor-in-Possession Term Loan Facility
Amended and Restated Commitment Letter

Ladies and Gentlemen:

This amended and restated commitment letter (including the Form DIP Credit Agreement (as defined below) attached as Exhibit A hereto and the other attachments hereto, collectively, this "Commitment Letter") amends, restates and supersedes that certain commitment letter (together with the form of Superpriority Secured Debtor in Possession Credit Agreement attached as Exhibit A thereto and the other attachments thereto, collectively, the "Initial Commitment Letter"), dated as of May 13, 2020 (the "Initial Commitment Date") by and among Intelsat Jackson Holdings S.A. ("you" or the "Borrower") and the commitment parties listed on Annex I hereto that are identified as the "Initial Commitment Parties" (the "Initial Commitment Parties" and together with the Additional Commitment Parties (as defined below), collectively, "us", "we" or the "Commitment Parties") upon your acceptance of this Commitment Letter pursuant to the terms hereof.

On May 13, 2020 (the "Petition Date") and after the execution and delivery of the Initial Commitment Letter by the Initial Commitment Parties and the Borrower, the Borrower and certain of its direct and indirect subsidiaries (together with the Borrower, each a "DIP Debtor" and, collectively, the "DIP Debtors"), Intelsat S.A. ("Holdings") and certain subsidiaries of Holdings other than the DIP Debtors (together with Holdings and the DIP Debtors, each a "Debtor" and, collectively, the "Debtors") filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (as amended, the "Bankruptcy Code") in the United States Bankruptcy Court for the Eastern District of Virginia (the "Bankruptcy Court") commencing the Debtors' chapter 11 cases (collectively, the "Cases"). In connection with the foregoing, you have requested that the Commitment Parties agree to backstop a non-amortizing multiple draw super-priority senior secured debtor-in-possession term loan facility (the "DIP Facility") in an aggregate amount of \$1,000,000,000 under Section 364 of the Bankruptcy Code. Capitalized terms used but not defined herein are used with the meanings assigned to them in the form of Superpriority Secured Debtor in Possession Credit Agreement attached as Exhibit A hereto (the "Form DIP Credit Agreement").

1. Commitment

In connection with the foregoing, the Commitment Parties are pleased to advise you of their commitment to backstop the DIP Facility, on a several and not joint basis, in the amounts set forth opposite each such Commitment Party's name on Annex I hereto (the "Backstop Commitments") upon the terms set forth or referred to in this Commitment Letter, including the Form DIP Credit Agreement, and subject only to the satisfaction or waiver of the Limited Conditionality Provisions (as defined below).

The rights and obligations of each of the Commitment Parties under this Commitment Letter shall be several and not joint, and no failure of any Commitment Party to comply with any of its obligations hereunder shall prejudice the rights of any other Commitment Party; *provided* that no Commitment Party shall be required to fund the commitment of another Commitment Party in the event such other Commitment Party fails to do so (the “Defaulting Commitment Party”), but may at its option do so, in whole or in part, in which case such performing Commitment Party shall be entitled to all or a proportionate share, as the case may be, of the DIP Facility and related fees and put option premiums that would otherwise be issued to the Defaulting Commitment Party.

74.20% of the Commitments (the “Syndication Amount” and the difference between the aggregate amount of the Backstop Commitments and the aggregate Syndication Amount, the “Holdback Amount”) shall be made available, to holders (including the Commitment Parties) of the Prepetition Secured Debt (such holders and their respective designees, the “Prepetition Secured Parties” and the Prepetition Secured Parties, other than (x) the Commitment Parties and (y) the Commitment Parties’ affiliates that hold Prepetition Secured Debt, the “Other Prepetition Secured Parties”) of record as of May 21, 2020 (the “Record Date”), which Record Date was mutually determined by the Commitment Parties having or holding a majority of the outstanding principal amount of the Backstop Commitments (the “Required Commitment Parties”) and you on a ratable basis up to their respective *pro rata* share of the Prepetition Secured Debt as of the Record Date (calculated, for the avoidance of doubt, based on the *pro rata* share of each such Prepetition Secured Parties’ Prepetition Secured Debt relative to the aggregate amount of all Prepetition Secured Debt including the amount held by the Commitment Parties) (the “Commitment Re-allocation”). Upon conclusion of the Commitment Re-allocation, the Backstop Commitments shall be reduced by the amount of Commitments allocated to the Other Prepetition Secured Parties pursuant to the Commitment Re-allocation, which reduction shall be applied *pro rata* among the Commitment Parties based on their Backstop Commitments, and the Backstop Parties shall fund, *pro rata* based on their respective Backstop Commitments as of the date of this Commitment Letter, any amounts of such unfunded portion of the Syndication Amount that are not subscribed by the Other Prepetition Secured Parties that are entitled to such subscription. Notwithstanding the foregoing, (x) if any Other Prepetition Secured Party fails to execute the Definitive Financing Documentation (as defined below) with respect to any portion of its Commitment acquired through the Commitment Re-allocation (such failing Other Prepetition Secured Party, the “Defaulting Execution Prepetition Secured Party”) on or prior to the date upon which all conditions precedent herein and in the Form DIP Credit Agreement relating to the effectiveness of the Definitive Financing Documentation are satisfied (the “Closing Date”), then there shall be no reductions in the respective Backstop Commitment amounts set forth above as a result of the Commitment allocated to such Defaulting Execution Prepetition Secured Party, and the Commitments allocated to such Defaulting Execution Prepetition Secured Party shall be re-allocated to the Commitment Parties on a *pro rata* basis based on their Backstop Commitments (which shall result in such Defaulting Execution Prepetition Secured Party no longer holding any Commitments); and (y) if any Other Prepetition Secured Party that has executed the Definitive Financing Documentation on the Closing Date fails to fund the initial Borrowing with respect to any portion of its Commitment acquired through the Commitment Re-allocation (such failing Other Prepetition Secured Party, the “Defaulting Funding Prepetition Secured Party”) on or prior to the date upon which all conditions precedent herein and in the form DIP Credit Agreement relating to the initial Borrowing are satisfied (the “Initial Funding Date”), then the Commitment Parties commit to and shall fund such amount of the Defaulting Funding Prepetition Secured Party on the Initial Funding Date, as if there were no reduction in the respective Backstop Commitment amounts set forth above with respect to all Borrowings as a result of the Commitment allocated to such Defaulting Funding Prepetition Secured Party, and the Commitments allocated to such Defaulting Funding Prepetition Secured Party shall be re-allocated to the Commitment Parties on a *pro rata* basis based on their Backstop Commitments (which shall result in such Defaulting Funding Prepetition Secured Party no longer holding any Commitments or Loans). The Borrower shall use commercially reasonable efforts to effect the Commitment Re-allocation and related matters prior to the Closing Date and cooperate with the Commitment Parties, the

Administrative Agent and the Collateral Agent (together with the Administrative Agent, collectively, the “DIP Agent”) with respect thereto. For the avoidance of doubt, the Commitment Parties shall remain committed to fund the Holdback Amount as follows: (a) the Holdback Amount constituting 19.42% of the commitments under the DIP Facility shall be allocated among the Initial Commitment Parties without any reduction in connection with the Commitment Re-allocation in a manner previously determined by the Initial Commitment Parties; and (b) the Holdback Amount constituting 6.38% of the commitments under the DIP Facility (the “Additional Commitment Party Holdback Amount”) shall be allocated pro rata among the Additional Commitment Parties based on their Backstop Commitments without any reduction in connection with the Commitment Re-allocation; *provided*, for the avoidance of doubt, the allocation of the Additional Commitment Party Holdback Amount among the Additional Commitment Parties shall be set forth on Annex I.

You will designate a third party reasonably acceptable to the Required Commitment Parties and you to act as DIP Agent; it being agreed that Credit Suisse Group AG and its affiliates are reasonably acceptable to the Required Commitment Parties and you for such role. For the avoidance of doubt, each Commitment Party confirms that its commitments under this Commitment Letter are not conditional upon being so appointed.

Notwithstanding any other provision of this Commitment Letter to the contrary and notwithstanding any syndication, assignment or other transfer by any Commitment Party, (a) no Commitment Party shall be relieved, released or novated from its obligations hereunder (including its obligation to fund its applicable percentage of the DIP Facility on or after the Closing Date) in connection with any syndication, assignment or other transfer until after the Definitive Financing Documentation becomes effective on the Closing Date and the initial Borrowing is funded, (b) no such syndication, assignment or other transfer shall become effective with respect to any portion of the Commitment Party’s commitments in respect of the DIP Facility until the Closing Date and (c) unless the Borrower agrees in writing, the Commitment Parties shall retain exclusive control over all rights and obligations with respect to the commitments in respect of the DIP Facility, including all rights with respect to consents, waivers, modifications, supplements and amendments, until the Closing Date has occurred.

Notwithstanding any other provision of this Commitment Letter to the contrary, the Commitment Parties (or any of them) may, at their option, arrange for the Form DIP Credit Agreement to be executed as an initial lender by, and the Backstop Commitment of some or all of the Commitment Parties to be funded by, one financial institution reasonably agreed by the applicable Commitment Parties and the Borrower (the “Fronting Lender”), in which case the applicable Commitment Parties will acquire their shares of the DIP Facility by assignment from the Fronting Lender in accordance with the assignment provisions of the Form DIP Credit Agreement; it being agreed that Credit Suisse Group AG and its affiliates are reasonably acceptable to Commitment Parties and the Borrower to be the Fronting Lender.

2. Information

You hereby represent and warrant that (a) all written factual information, other than (i) the Projections (as defined below), estimate, budgets and other forward looking information and (ii) information of a general economic or industry specific nature (such written information other than as described in the immediately preceding clauses (i) and (ii), the “Information”), that has been or will be made available to us by you or any of your representatives on your behalf at your direction in connection herewith is or will be, when taken as a whole after giving effect to all supplements and updates provided thereto, when furnished supplemented or updated, correct in all material respects and does not or will not, when taken as a whole after giving effect to all supplements and updates provided thereto, when furnished supplemented or updated, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the

circumstances under which such statements are made and (b) the financial projections (the “Projections”) that have been or will be made available to us by you or on behalf of you or any of your representatives on your behalf at your direction in connection herewith have been or will be prepared in good faith based upon assumptions that are reasonable at the time made and at the time the related Projections are made available to us; it being understood that (x) the Projections are merely a prediction as to future events and are not to be viewed as facts, (y) the Projections are subject to significant uncertainties and contingencies, many of which are beyond your control and (z) no assurance can be given that any particular Projection will be realized and that actual results during the period or periods covered by any the Projections may differ significantly from the projected results and such differences may be material. You agree that if, at any time prior to the execution of the DIP Facility, you become aware that any of the representations in the preceding sentence would be incorrect in any material respect if the Information and Projections were being furnished, and such representations were being made, at such time, then you will promptly supplement the Information and the Projections, as applicable, so that such representations will be correct in all material respects under those circumstances; *provided* that any such supplementation shall cure any breach of such representations and warranties.

3. Put Option Premium

As consideration for the commitments and agreements of the Initial Commitment Parties hereunder and under the Initial Commitment Letter, the Borrower and the other DIP Debtors jointly and severally paid or caused to be paid, on the Initial Commitment Date, a nonrefundable put option premium (the “Initial Put Option Premium”) in cash to each Initial Commitment Party in an amount equal to 2.5% of the stated principal amount of such Initial Commitment Party’s Backstop Commitments on the Initial Commitment Date. As consideration for the commitments and agreements of the Commitment Parties listed on Annex I hereto that are identified as the “Additional Commitment Parties” (the “Additional Commitment Parties”) hereunder, the Borrower and the other DIP Debtors jointly and severally agree to pay or cause to be paid, on the initial funding date of the DIP Facility, a nonrefundable put option premium (together with the Initial Put Option Premium, collectively, the “Put Option Premium”) in cash to each Additional Commitment Party in an amount equal to such Additional Commitment Party’s ratable share (based on the stated principal amount of such Additional Commitment Party’s Backstop Commitments on the date hereof relative to all Additional Commitment Parties’ Backstop Commitments as of the date hereof) of \$7,000,000. The Commitment Parties and the DIP Debtors shall not take any position or action inconsistent with the treatment and/or characterization, for U.S. federal income tax purposes, of the Put Option Premium as remuneration to the Commitment Parties for their agreeing to enter into such put option.

If any Commitment Party shall fail to fund its Commitment under the DIP Facility upon satisfaction (or waiver by the Required Commitment parties) of the conditions set forth under Section 6 (Conditions Precedent to Effectiveness on the Closing Date) and Section 7 (Conditions Precedent to All Credit Events) of the Form DIP Credit Agreement, and no other Commitment Party elects to fund such amount, then the Put Option Premium with respect to such unfunded amount of the Commitment shall be returned to the Borrower by such Commitment Party that failed to fund.

4. Conditions

Each Commitment Party’s commitments and agreements hereunder are subject only to the conditions set forth under Section 6 (Conditions Precedent to Effectiveness on the Closing Date) and Section 7 (Conditions Precedent to All Credit Events) of the Form DIP Credit Agreement and the following conditions set forth in this Section 4 (collectively, the “Limited Conditionality Provisions”):

(a) execution and delivery of the definitive documentation governing the DIP Facility required by the Form DIP Credit Agreement to be executed on the Closing Date (the “Definitive Financing Documentation”) in the form the same as the Form DIP Credit Agreement and the forms exhibited thereto with such modifications (i) as mutually agreed by the Required Commitment Parties and you; provided, however, that no such modifications described in the provisos (other than clause (iii) thereunder) in Section 14.1(A) of the Form DIP Credit Agreement may be agreed to without the consent required as set forth in such provisos with each reference to “each Lender” and “each Lender directly and adversely affected thereby” being deemed to be “each Backstop Party” and “each Backstop Party directly and adversely affected thereby,” as the case may be, or (ii) as required to incorporate administrative agency, operational and other ministerial administration provisions customary for the DIP Agent and reasonably acceptable to the Required Commitment Parties and you, or (iii) as necessary to allow the Borrower, at its sole option, to engage a third party reasonably acceptable to the Required Commitment Parties and the Borrower (the “DIP Arranger”) to provide arranger or similar services (including any of the services set forth on Annex II) on terms and conditions as agreed between the Borrower and the DIP Arranger and that are reasonably acceptable to the Required Commitment Parties; it being agreed that Credit Suisse Group AG and its affiliates are reasonably acceptable to the Required Commitment Parties and you for such role and, for the avoidance of doubt, each Commitment Party confirms that its commitments under this Commitment Letter are not conditional upon being so appointed; and

(b) prior to the Definitive Financing Documentation becomes effective, the Other Prepetition Secured Parties shall either have been (i) provided the opportunity to or (ii) notified by the Borrower that they will be provided the opportunity within twenty (20) Business Days after the Closing Date to subscribe for a portion of the Commitments under the DIP Facility (on the same terms and conditions (unless otherwise agreed by the Borrower in its sole discretion) as set forth in the Form DIP Credit Agreement) pursuant to procedures reasonably acceptable to the Required Commitment Parties and the DIP Agent (it being understood that the Backstop Commitments hereunder are not conditioned upon any Other Prepetition Secured Party’s actual subscription for any of the Commitments).

5. Indemnification and Expenses

(a) You agree to indemnify, hold harmless and defend the DIP Agent, the Commitment Parties, the DIP Lenders, their respective affiliates and their respective directors, officers, employees, attorneys, advisors, consultants, agents and other representatives (each, an “Indemnified Person”) from and against any and all losses, claims, damages, expenses and liabilities, joint or several, to which any such Indemnified Person may become subject arising out of or in connection with this Commitment Letter, the DIP Facility, the use of the proceeds thereof or any claim, litigation, investigation or proceeding (a “Proceeding”) relating to any of the foregoing, regardless of whether any Indemnified Person is a party thereto, whether or not such Proceedings are brought by you, your equity holders, affiliates, creditors or any other person, and to reimburse each Indemnified Person upon demand for any reasonable legal or other out-of-pocket expenses incurred in connection with investigating or defending any of the foregoing, but subject to the limitations in the next sentence, provided that the foregoing indemnity will not, as to any Indemnified Person, apply to losses, claims, damages, liabilities or related expenses to the extent they are found by a final, nonappealable judgment of a court of competent jurisdiction to arise from the willful misconduct, bad faith or gross negligence of, or a material breach of this Commitment Letter by, such Indemnified Person or its control affiliates, directors, officers or employees (collectively, the “Related Parties”). In addition, the Borrower shall pay (or cause to be paid) (a) all reasonable, documented and invoiced out-of-pocket expenses (including, without limitation, reasonable and documented fees, disbursements and other charges of outside counsel and financial advisors) of the DIP Agent and the Commitment Parties, whether accrued on, prior to or after the Closing Date, in connection with the Cases, the DIP Facility and the transactions contemplated thereby, (b) all reasonable, documented and invoiced out-of-pocket expenses (including, without limitation, fees, disbursements and other charges of outside

counsel and financial advisors) of the DIP Agent and the DIP Lenders, for enforcement costs and documentary taxes associated with the DIP Facility and the transactions contemplated thereby and (c) all fees of the DIP Agent and the DIP Arranger charged in connection with the DIP Facility, the Commitment Re-allocation and the “seasoning” of the DIP Facility and the other services they provide in connection with the DIP Facility. Notwithstanding the foregoing, in no event shall (i) the DIP Agent, (ii) the DIP Arranger, (iii) the DIP Lenders (other than the Additional Commitment Parties) and (iv) the Additional Commitment Parties, in each case, be entitled to the reimbursement of costs and expenses of more than one counsel for the DIP Agent, one counsel for the DIP Arranger, one lead counsel, one regulatory counsel and one local counsel for each relevant material jurisdiction for the DIP Lenders (other than the Additional Commitment Parties), one counsel for the Additional Commitment Parties and additional conflict counsel to the extent required.

(b) It is further agreed that each Commitment Party shall only have liability to you (as opposed to any other person) and that each Commitment Party shall be liable solely in respect of its own commitment to the DIP Facility on a several, and not joint, basis with any other Commitment Party. None of the Indemnified Persons, the Borrower or Guarantors, or their respective directors, officers, employees, advisors, and agents shall be liable for any indirect, special, punitive or consequential damages in connection with this Commitment Letter, the DIP Facility or the transactions contemplated hereby, provided that nothing contained in this sentence shall limit your indemnity obligations to the extent set forth in this Section 5.

6. Sharing of Information, Absence of Fiduciary Relationship, Affiliate Activities

You acknowledge that each Commitment Party (or an affiliate) may from time to time effect transactions, for its own or its affiliates’ account or the account of customers, and hold positions in loans, securities or options on loans or securities of, or claims against, you, your affiliates and of other companies that may be the subject of the transactions contemplated by this Commitment Letter. In addition, each Commitment Party and its affiliates will not use confidential information obtained from you or your affiliates or on your or their behalf by virtue of the transactions contemplated hereby in connection with the performance by such Commitment Party and its affiliates of services for other companies or persons. You also acknowledge that the Commitment Parties and their respective affiliates have no obligation to use in connection with the transactions contemplated hereby, or to furnish to you, confidential information obtained from other companies or persons. You acknowledge for United States securities law purposes that any Commitment Party or its affiliate may establish an information blocking device or “Information Barrier” between and among its respective directors, officers, employees, agents, affiliates (as such term is used in Rule 12b-2 under the Exchange Act), attorneys, accountants, financial or other advisors, members, equityholders and/or partners, who, pursuant to such device or Information Barrier policy, are permitted to receive confidential information or otherwise participate in discussions concerning the transactions contemplated hereby. You acknowledge the potential existence such device and Information Barrier but do not warrant or guarantee any Commitment Party’s compliance with United States securities law or that the Information Barrier will operate in accordance with its intended purpose.

You further acknowledge and agree that (a) no fiduciary, advisory or agency relationship between you and the Commitment Parties is intended to be or has been created in respect of any of the transactions contemplated by this Commitment Letter, irrespective of whether the Commitment Parties have advised or are advising you on other matters, (b) the Commitment Parties, on the one hand, and you, on the other hand, have an arm’s length business relationship that does not directly or indirectly give rise to, nor do you rely on, any fiduciary duty to you or your affiliates on the part of the Commitment Parties, and you waive, to the fullest extent permitted by law, any claims you may have against any Commitment Party for breach of duty or alleged breach of any fiduciary duty on the part of the Commitment Parties and agree that no Commitment Party will have any liability (whether direct or indirect) to you in respect of such a fiduciary

duty claim or to any person asserting a fiduciary duty claim on your behalf, including equityholders, employees or creditors, in each case, in respect of any of the transactions contemplated by this Commitment Letter, (c) you are capable of evaluating and understanding, and you understand and accept, the terms, risks and conditions of the transactions contemplated by this Commitment Letter, and you are responsible for making your own independent judgment with respect to the transactions contemplated by this Commitment Letter and the process leading thereto, (d) you have been advised that the Commitment Parties and their respective affiliates are engaged in a broad range of transactions that may involve interests that differ from your and your affiliates' interests and that the Commitment Parties and their respective affiliates have no obligation to disclose such interests and transactions to you and your affiliates, (e) you have consulted your own legal, accounting, regulatory and tax advisors to the extent you have deemed appropriate, (f) each Commitment Party has been, is, and will be acting solely as a principal and, except as otherwise expressly agreed in writing by it and the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for you, or any of your affiliates and (g) none of the Commitment Parties or their affiliates has any obligation or duty (including any implied duty) to you or your affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein or in any other express writing executed and delivered by such Commitment Party and you or any such affiliate.

Additionally, you acknowledge and agree that none of the Commitment Parties are advising you as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction. You shall consult with your own advisors concerning such matters and shall be responsible for making your own independent investigation and appraisal of the transactions contemplated by this Commitment Letter, and the Commitment Parties shall not have any responsibility or liability to you with respect thereto. Any review by the Commitment Parties of the transactions contemplated by this Commitment Letter or other matters relating thereto will be performed solely for the benefit of the Commitment Parties and shall not be on behalf of you or any of your affiliates.

7. Confidentiality

This Commitment Letter is delivered to you on the understanding that neither this Commitment Letter nor any of its terms or substance shall be disclosed by you, directly or indirectly, to any other person except (a) to you and your officers, directors, employees, members, partners, stockholders, attorneys, accountants, agents and advisors, in each case on a confidential and need-to-know basis, (b) to the extent required in any legal, judicial or administrative proceeding or as otherwise required by law or regulation (in which case you agree, to the extent permitted by law, to inform us promptly in advance thereof), (c) in a Bankruptcy Court filing in order to implement the transactions contemplated hereunder, (d) upon notice to the Commitment Parties, in connection with any public filing requirement you are legally obligated to satisfy, (e) in connection with any remedy or enforcement of any right under this Commitment Letter and (f) to the United States Trustee, the official committee of unsecured creditors or any other statutory committee formed in the Cases (each, a "Committee") and each of their legal counsel, independent auditors, professionals and other experts or agents who are informed of the confidential nature of such information and agree to be bound by confidentiality and use restrictions set forth in this Section 7.

Each of the Commitment Parties and their respective affiliates shall use all information provided to them by you or your affiliates or on behalf of you or your affiliates by any of your or their representatives hereunder or in connection with the DIP Facility solely for the purpose of providing the services that are the subject of this Commitment Letter and shall treat confidentially all such information; *provided* that nothing herein shall prevent any Commitment Party from disclosing any such information (i) pursuant to the order of any court or administrative agency or in any legal, judicial or administrative proceeding, or otherwise as required by applicable law, regulation or compulsory legal process (in which case such Commitment Party agrees to inform you promptly thereof prior to such disclosure to the extent timely

practicable and not prohibited by law, rule, regulation or other legal process), (ii) upon the request or demand of any regulatory authority having jurisdiction over such Commitment Party or any of its affiliates, (iii) to the extent that such information becomes publicly available other than by reason of disclosure by such Commitment Party, its affiliates or its Representatives (as defined below) in breach of this Commitment Letter, (iv) to any Commitment Party's affiliates, and its and such affiliates' respective employees, directors, officers, legal counsel, independent auditors, professionals and other experts, advisors or agents (collectively, "Representatives") who need to know such information in connection with the transactions contemplated by the Commitment Letter and are informed of the confidential nature of such information and instructed to keep such information of this type confidential, (v) for purposes of establishing a "due diligence" defense, (vi) to the extent that such information is or was received by such Commitment Party from a third party that is not to such Commitment Party's knowledge subject to confidentiality obligations to you or your affiliates, (vii) to the extent that such information is independently developed by such Commitment Party or (viii) to potential participants, assignees or potential counterparties to any swap, credit insurance or derivative transaction relating to the Borrower or any of their its subsidiaries or any of their respective obligations, in each case, who agree to be bound by confidentiality and use restrictions. The provisions of this paragraph shall automatically terminate and be superseded by the confidentiality provisions to the extent covered in the Definitive Financing Documentation upon the initial funding thereunder and shall in any event automatically terminate one (1) year following the date of this Commitment Letter. You hereby acknowledge that certain of the Commitment Parties are or may be "public side" lenders (i.e., lenders that wish to receive exclusively information and documentation that is either (i) with respect to you or your subsidiaries, publicly available (or could be derived from publicly available information), (ii) with respect to you or your subsidiaries, of a type that would be publicly available (or could be derived from publicly available information) if you were a public reporting company or (iii) is not material with respect to you or your subsidiaries or your or their respective securities for purposes of United States federal and state securities laws (such information and documents, "Public Lender Information"). Any information and documentation that is not Public Lender Information is referred to herein as "Private Lender Information." You agree that you shall use commercially reasonable efforts to (i) provide Private Lender Information only through Akin Gump Strauss Hauer & Feld LLP, Centerview Partners LLC or, with respect to the Additional Commitment Parties, through Jones Day or Houlihan Lokey Inc. and (ii) not provide Private Lender Information directly to a Commitment Party or any of its internal Representatives, in each case of clauses (i) and (ii), without the prior written (which may include e-mail) consent of the applicable Commitment Party.

In addition, each Commitment Party shall only be entitled to view the respective Backstop Commitments of itself and its Commitment Party Affiliates, and neither any other Commitment Party nor the Borrower shall disclose a Commitment Party's Backstop Commitment to any other person without the prior written consent of such Commitment Party, subject, in each case, to any applicable exception to confidentiality restrictions contained in this Section 7.

8. Additional Commitment Parties Cooperation

Each Additional Commitment Party, severally and not jointly, agrees that it shall use commercially reasonable efforts to support the DIP Facility, the entry of the Final DIP Order and the transactions contemplated by this Commitment Letter and the Definitive Financing Documentation, and to act in good faith and take all reasonable actions necessary to consummate the transactions contemplated by this Commitment Letter in a manner consistent with this Commitment Letter.

Each Additional Commitment Party, severally and not jointly, will support, and will not directly or indirectly, object to, delay, impede or take any other action to interfere with, or support any other person to object to, delay, impede or otherwise interfere with, any motion or other pleading or document filed by the Borrower or any of its affiliates in the Bankruptcy Court in support of the DIP Facility, the entry of the

Final DIP Order and the transactions contemplated by this Commitment Letter.

9. Miscellaneous

This Commitment Letter shall not be assignable by you without the prior written consent of each Commitment Party (and any purported assignment without such consent shall be null and void), is intended to be solely for the benefit of the parties hereto, the DIP Agent, the DIP Arranger and the Indemnified Persons and is not intended to and does not confer any benefits upon, or create any rights in favor of, any person other than the parties hereto, the DIP Agent, the DIP Arranger and the Indemnified Persons to the extent expressly set forth herein. Each Commitment Party may assign all or a portion of its Backstop Commitments hereunder to another Commitment Party; provided that this Commitment Letter and the Backstop Commitments hereunder shall not otherwise be assignable by the Commitment Parties without the prior written consent of the Borrower. Further, subject to the limitations set forth in the second-to-last paragraph of Section 1 above, the Commitment Parties reserve the right to employ the services of their respective affiliates in providing services contemplated hereby, and to satisfy their obligations hereunder through, or assign their rights and obligations hereunder to, one or more of their respective affiliates, separate accounts within its control or investments funds under their or their respective affiliates' management (collectively, "Commitment Party Affiliates"); and to allocate, in whole or in part, to their respective affiliates certain fees payable to the Commitment Parties in such manner as the Commitment Parties and their respective affiliates may agree in their sole discretion; provided that such Commitment Party will be liable for the actions or inactions of any such person whose services are so employed and no delegation or assignment to a Commitment Party Affiliate shall relieve such Commitment Party from its obligations hereunder (including its obligations to execute and deliver the Definitive Financing Documentation on the Closing Date on the terms and conditions set forth in this Commitment Letter) to the extent that any Commitment Party Affiliate fails to satisfy the Backstop Commitments hereunder at the time required.

This Commitment Letter may not be amended or waived except by an instrument in writing signed by you and each Commitment Party. This Commitment Letter may be executed in any number of counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one agreement. Delivery of an executed signature page of this Commitment Letter by facsimile or electronic transmission (e.g., "pdf" or "tif") shall be effective as delivery of a manually executed counterpart hereof. This Commitment Letter (and the agreements referenced in this Commitment Letter) set forth the entire understanding of the parties with respect to the DIP Facility, and replace and supersede all prior agreements and understandings (written or oral) related to the subject matter hereof. This Commitment Letter shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York and the Bankruptcy Code, to the extent applicable.

You and we hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the United States District Court for the Southern District of New York (or if such court does not have jurisdiction, any state court or Federal court located in the Borough of Manhattan), any appellate court from any thereof, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of the Cases may be heard in the Bankruptcy Court and any other Federal court having jurisdiction over the Cases from time to time, over any suit, action or proceeding arising out of or relating to the transactions contemplated hereby, this Commitment Letter or the performance of services hereunder or thereunder. You and we agree that service of any process, summons, notice or document by registered mail addressed to you or us shall be effective service of process for any suit, action or proceeding brought in any such court. You and we hereby irrevocably and unconditionally waive any objection to the laying of venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding has been brought in any inconvenient forum. You and we hereby irrevocably agree to waive trial by jury in any suit, action, proceeding, claim or counterclaim brought by or on behalf of any

party related to or arising out of this Commitment Letter or the performance of services hereunder or thereunder.

Each of the Commitment Parties hereby notifies you that, pursuant to the requirements of the USA PATRIOT Act, Title III of Pub. L. 107-56 (signed into law on October 26, 2001) (the “PATRIOT Act”), it is required to obtain, verify and record information that identifies the Debtors, which information includes names, addresses, tax identification numbers and other information that will allow such Commitment Party and each Lender to identify the Debtors in accordance with the PATRIOT Act. This notice is given in accordance with the requirements of the PATRIOT Act and is effective for the Commitment Parties and each Lender.

The indemnification, expense reimbursement, jurisdiction, confidentiality, governing law, sharing of information, no agency or fiduciary duty, waiver of jury trial, service of process and venue provisions contained herein shall remain in full force and effect regardless of whether the Definitive Financing Documentation shall be executed and delivered and notwithstanding the termination of this Commitment Letter or the Backstop Commitments; provided that (i) your obligations under this Commitment Letter (other than your obligations with respect to confidentiality of Section 3 hereof) shall automatically terminate and be superseded by the provisions of the Definitive Financing Documentation upon the initial funding thereunder, and you shall automatically be released from all liability in connection therewith at such time, in each case to the extent the Definitive Financing Documentation has comparable provisions with comparable coverage and (ii) the Commitment Parties’ obligations under this Commitment Letter shall automatically terminate and be superseded by the provisions of the Definitive Financing Documentation upon the initial funding thereunder. You may terminate this Commitment Letter and/or all or a portion of each Commitment Party’s commitment with respect to the DIP Facility (or any portion thereof) hereunder at any time subject to the provisions of the preceding sentence.

You and we hereto agree that this Commitment Letter is a binding and enforceable agreement with respect to the subject matter herein; it being acknowledged and agreed that the commitment provided hereunder is subject only to the satisfaction or waiver of the Limited Conditionality Provisions; it being understood that nothing contained in this Commitment Letter obligates you or any of your affiliates to consummate any portion of the DIP Facility and the transactions contemplated thereby. Each of the Commitment Parties and you will use their commercially reasonable efforts to promptly prepare, negotiate and finalize the Definitive Financing Documentation as contemplated by this Commitment Letter.

The Borrower has engaged Wilmington Trust, National Association (“WTNA”) as escrow agent (the “Escrow Agent”) pursuant to that certain escrow agreement, by and you and WTNA, dated as of May 13, 2020 (the “Escrow Agreement”) provided to the Representatives of the Initial Commitment Parties prior to the execution of the Initial Commitment Letter (and which Escrow Agreement has not been amended, modified, supplemented or terminated), in connection with payment of the Initial Put Option Premium and has deposited an amount equal to the Initial Put Option Premium with the Escrow Agent. Each Initial Commitment Party hereby agrees that funds disbursed by the Escrow Agent to the Initial Commitment Parties shall be deemed to be received for the purposes of the Initial Commitment Letter on the date the Borrower provides the Escrow Agent an irrevocable written instruction to release such funds to the Commitment Parties that includes the Instruction Schedule (as defined below), regardless of when such funds (or any portion thereof) are actually received. Prior to the execution of the Initial Commitment Letter, Akin Gump Strauss Hauer & Feld LLP has delivered to the Borrower a schedule detailing the allocation of the Initial Put Option Premium among the Initial Commitment Parties as well as wire instructions for each of the Initial Commitment Parties (that has been agreed by the Initial Commitment Parties) (the “Instruction Schedule”). Notwithstanding anything to the contrary, each Initial Commitment Party agrees that the Borrower and its Representatives shall not be liable for, or be subject to any damages, expenses, or losses in connection with, the Instruction Schedule (including, for the avoidance of doubt, any

errors or mistakes contained therein) that are suffered by any Initial Commitment Party. In addition, each Initial Commitment Party agrees that, to the extent any funds in excess of the amount of the Initial Put Option Premium remain with or are returned to the Escrow Agent, the Borrower is entitled to have such funds returned to it by the Escrow Agent. The Borrower agrees that it shall provide any supplemental Exhibit C to the Escrow Agent pursuant to the Escrow Agreement that is provided by an Initial Commitment Party after the date hereof. Annex III hereof contains certain additional terms regarding the Escrow Agent.

If the foregoing correctly sets forth our agreement, please indicate your acceptance of the terms of this Commitment Letter by returning to us (or our counsel) executed counterparts of this Commitment Letter, whereupon this Commitment Letter will become a binding agreement between the parties hereto. In addition, the commitment and agreements of the Commitment Parties hereunder shall terminate, upon notice from the Required Commitment Parties to the Borrower, upon the earliest to occur of (i) 45 days after the Petition Date unless prior to such time the Final DIP Order shall have been entered by the Bankruptcy Court, (ii)(x) prior to the Closing Date, the date when any DIP Debtors file a motion with the Bankruptcy Court for an alternative debtor-in-possession financing or use of cash collateral not contemplated by the Interim Cash Collateral Order and (y) on and after the Closing Date, the date when any DIP Debtors file a motion with the Bankruptcy Court for an alternative debtor-in-possession financing or use of cash collateral not contemplated by the Interim Cash Collateral Order or Final Cash Collateral Order, as applicable, (iii) the Definitive Financing Documentation shall not have been executed by the Borrower and the other Credit Parties thereto and the conditions precedent to effectiveness on the Closing Date contained in Section 6 of the Form DIP Credit Agreement have not been satisfied within eight (8) Business Days after the Final Order Entry Date and (iv) the Borrower fails to request the initial Borrowing within one (1) Business Day after all conditions precedent to the initial Borrowing as set forth on the Form DIP Credit Agreement (other than the delivery of a Notice of Borrowing by the Borrower and other conditions of a nature that shall be satisfied concurrently with the funding of the initial Borrowing) having been satisfied.

Very truly yours,

[Commitment Parties' signatures]

By: _____
Name:
Title:

Intelsat Jackson Holdings S.A.,

By: _____
Name: _____
Title: _____