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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549**

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**FORM 8-K**

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**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of the  
Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported): September 26, 2012**

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**ViaSat, Inc.**

**(Exact name of registrant as specified in its charter)**

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**Delaware**  
**(State or other jurisdiction  
of incorporation)**

**000-21767**  
**(Commission  
File No.)**

**33-0174996**  
**(I.R.S. Employer  
Identification No.)**

**6155 El Camino Real**  
**Carlsbad, California 92009**  
**(Address of principal executive offices, including zip code)**

**Registrant's telephone number, including area code: (760) 476-2200**

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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### **Item 1.01. Entry into a Material Definitive Agreement.**

On September 26, 2012, ViaSat, Inc. ("ViaSat") entered into the First Amendment to Fifth Amended and Restated Revolving Loan Agreement dated as of September 26, 2012 with Union Bank, N.A. (as administrative agent and collateral agent) and the lenders party thereto (the "First Amendment"), which amends the Fifth Amended and Restated Revolving Loan Agreement, dated as of May 9, 2012, by and among ViaSat, Union Bank, N.A. (as administrative agent and collateral agent), Bank of America, N.A., Merrill Lynch, Pierce, Fenner & Smith Incorporated, JPMorgan Chase Bank, N.A., Wells Fargo Bank, National Association, Morgan Stanley MUFG Loan Partners, LLC and the other lenders party thereto (the "Credit Agreement"). The First Amendment, among other matters, increased our permitted total leverage ratio for the second, third and fourth quarters of fiscal 2013 and authorized the offering of up to \$300 million in additional indebtedness to refinance ViaSat's 8.875% Senior Notes due 2016 (the "2016 Notes").

Certain of the lenders under the Credit Agreement, and their respective affiliates, have performed, and may in the future perform, for ViaSat and its affiliates various commercial banking, investment banking, financial advisory or other services, for which they have received and/or may in the future receive customary compensation and expense reimbursement.

The description of the First Amendment contained herein does not purport to be complete and is qualified in its entirety by reference to the complete text of the First Amendment, which is attached as Exhibit 10.1 to this report and is incorporated herein by reference.

### **Item 8.01. Other Events.**

#### *Private Offering of Senior Notes*

On September 27, 2012, ViaSat issued a press release pursuant to Rule 135c under the Securities Act of 1933, as amended (the "Securities Act"), regarding the proposed issuance of an additional \$300 million in aggregate principal amount of its 6.875% Senior Notes due 2020 (the "Notes") through a private placement to qualified institutional buyers in the United States pursuant to Rule 144A under the Securities Act and outside the United States pursuant to Regulation S under the Securities Act. The Notes are an additional issuance of, and will be treated as a single class with, the \$275 million outstanding aggregate principal amount of ViaSat's 6.875% Senior Notes due 2020.

Neither the press release nor this Current Report on Form 8-K constitutes an offer to sell or the solicitation of an offer to buy securities. Any offers of the securities will be made only by means of a private offering memorandum. The Notes have not been registered under the Securities Act, and may not be offered or sold in the United States except pursuant to an effective registration statement or an exemption from the registration requirements of the Securities Act and applicable state laws.

In accordance with Rule 135c(d) under the Securities Act, a copy of the press release is attached hereto as Exhibit 99.1.

#### *Tender Offer*

Also on September 27, 2012, ViaSat issued a press release, a copy of which is attached hereto as Exhibit 99.2, announcing that ViaSat has launched a tender offer to purchase for cash any and all of its \$275 million in aggregate principal amount of outstanding 2016 Notes. In conjunction with the tender offer, ViaSat is soliciting consents from the holders of the 2016 Notes to eliminate certain covenants and amend certain provisions of the indenture governing the 2016 Notes. The tender offer is subject to a number of conditions, including the receipt of net proceeds from one or more financings sufficient to repurchase all of the 2016 Notes tendered, including the payment of all premiums, if any, consent payments, accrued interest and costs and expenses incurred in connection therewith (the "Financing Condition"). We expect the Financing Condition will be satisfied through the offering of the Notes.

Neither the press release nor this Current Report on Form 8-K constitutes an offer to purchase or the solicitation of an offer to sell securities, or a solicitation of a consent with respect to the 2016 Notes. The tender offer and consent solicitation are being made solely by means of an offer to purchase and consent solicitation statement and related letter of transmittal and consent.

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**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits.

<u>Exhibit Number</u>	<u>Description of Exhibit</u>
10.1	First Amendment to Fifth Amended and Restated Revolving Loan Agreement, dated as of September 26 2012, by and among ViaSat, Inc., Union Bank, N.A. (as administrative agent and collateral agent) and the lenders party thereto.
99.1	Press Release dated September 27, 2012 issued by ViaSat, Inc.
99.2	Press Release dated September 27, 2012 issued by ViaSat, Inc.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

VIASAT, INC.

Date: September 27, 2012

By: /s/ Paul Castor  
Name: Paul Castor  
Title: Associate General Counsel

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**EXHIBIT INDEX**

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99.2	Press Release dated September 27, 2012 issued by ViaSat, Inc.

FIRST AMENDMENT  
TO FIFTH AMENDED AND RESTATED REVOLVING LOAN AGREEMENT

This First Amendment to Fifth Amended and Restated Revolving Loan Agreement (this "Amendment") is entered into as of September 26, 2012 by and among VIASAT, INC., a Delaware corporation ("Borrower"), each lender to the Credit Agreement (as defined below) (collectively, the "Lenders" and individually, a "Lender") that is a party hereto and UNION BANK, N.A., as administrative agent (in such capacity, "Administrative Agent") and as collateral agent (in such capacity, "Collateral Agent").

RECITALS

Borrower, Administrative Agent, Collateral Agent and the Lenders are parties to that certain Fifth Amended and Restated Revolving Loan Agreement dated as of May 9, 2012 (as it may be amended, modified, restated or supplemented from time to time, the "Credit Agreement"). The parties desire to amend the Credit Agreement in certain respects in accordance with the terms of this Amendment. Unless otherwise defined herein, all capitalized terms in this Amendment shall be as defined in the Credit Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. In the definition of "EBITDA" contained in Section 1.1 of the Credit Agreement, clause (xii) is restated to read as follows:

"(xii) reasonable fees, costs, expenses, original issue discounts, premiums (including, with respect to the 2009 Senior Notes, tender premiums, prepayment penalties, breakage costs, and other similar amounts paid to facilitate or effect any early payment or redemption of, or tender for, the 2009 Senior Notes) and commissions incurred, paid or deducted in connection with any actual or proposed permitted issuance or refinancing of Indebtedness or permitted issuance of Equity Interests or any actual or proposed permitted Disposition and all reasonable fees, costs and expenses associated with the actual or proposed registration or exchange of any permitted debt or equity securities, in each case, whether or not consummated,"

2. The definition of "Senior Secured Leverage Ratio" contained in Section 1.1 of the Credit Agreement is restated to read as follows:

"Senior Secured Leverage Ratio' means, as of any date of determination, the ratio of (a) all secured Indebtedness of Borrower and its Subsidiaries on that date to (b) Borrower's consolidated trailing twelve month EBITDA as of Borrower's most recent Fiscal Quarter end (or Fiscal Year end in the case of the fourth Fiscal Quarter of any Fiscal Year) for which financial statements have been or were required to be delivered pursuant to this Agreement."

3. The definition of “Total Leverage Ratio” contained in Section 1.1 of the Credit Agreement is restated to read as follows:

“‘Total Leverage Ratio’ means, as of any date of determination, the ratio of (a) all Indebtedness of Borrower and its Subsidiaries, on a Consolidated basis, on that date minus the aggregate amount of all U.S. Cash and U.S. Cash Equivalents in excess of \$30,000,000 held by Borrower and each Domestic Subsidiary on that date, to (b) Borrower’s consolidated trailing twelve month EBITDA as of Borrower’s most recent Fiscal Quarter end (or Fiscal Year end in the case of the fourth Fiscal Quarter of any Fiscal Year) for which financial statements have been or were required to be delivered pursuant to this Agreement.”

4. Section 6.10(l) is restated to read as follows:

“(l) (x) Permitted Additional Senior Indebtedness if, immediately before and after giving effect to the incurrence thereof, the Total Leverage Ratio (calculated on a pro forma basis after giving effect to the incurrence of such Indebtedness and the application of the proceeds therefrom) would not be greater than 3.25 to 1.00 and (y) other Permitted Additional Senior Indebtedness incurred to refinance in full the 2009 Senior Notes in an aggregate maximum principal amount not to exceed \$300,000,000 (and, for the avoidance of doubt, any Permitted Refinancing Indebtedness thereof); and”

5. Section 6.13 is restated to read as follows:

“6.13 Total Leverage Ratio. Permit the Total Leverage Ratio as of the last day of any Fiscal Quarter, beginning with the Fiscal Quarter ending September 28, 2012, to be greater than the respective amount set forth opposite such Fiscal Quarter below:

<u>Fiscal Quarter Ending</u>	<u>Total Leverage Ratio</u>
September 28, 2012	3.75 to 1.00
December 28, 2012 and March 29, 2013	4.00 to 1.00
June 28, 2013 and each Fiscal Quarter ending thereafter	3.50 to 1.00”

6. No course of dealing on the part of Lenders, the Administrative Agent, the Collateral Agent or their officers, nor any failure or delay in the exercise of any right by the Administrative Agent, the Collateral Agent or any Lender, shall operate as a waiver thereof, and any single or partial exercise of any such right shall not preclude any later exercise of any such right. Administrative Agent’s, Collateral Agent’s or any Lenders’ failure at any time to require strict performance by Borrower of any provision of any Loan Document shall not affect any right of any Lender, Administrative Agent or Collateral Agent thereafter to demand strict compliance and performance. Any suspension or waiver of a right must be in writing signed by an officer of Administrative Agent, in accordance with the terms of the Credit Agreement.

7. The Credit Agreement, as amended hereby, shall be and remain in full force and effect in accordance with its respective terms and hereby is ratified and confirmed in all respects. Except as expressly set forth herein, the execution, delivery, and performance of this Amendment shall not operate as a waiver of, or as an amendment of, any right, power, or remedy of Administrative Agent, Collateral Agent or any Lender under the Credit Agreement, as in effect prior to the date hereof.

8. The Borrower represents and warrants to the Lenders that (a) except for representations and warranties which expressly speak as of a particular date or are no longer true and correct as a result of a change which is permitted by the Credit Agreement, the representations and warranties contained in the Credit Agreement or in any other document or documents relating thereto are true and correct in all material respects on and as of the date hereof as though made on the date hereof, and all such representations and warranties shall survive the execution and delivery of this Amendment and (b) no Default or Event of Default has occurred and is continuing as of the date hereof.

9. As a condition to the effectiveness of this Amendment Administrative Agent shall have received the following:

(a) this Amendment, duly executed by Borrower, Administrative Agent, Collateral Agent and the Requisite Lenders;

(b) a guarantor consent and reaffirmation duly executed by each Subsidiary Guarantor in the form of Exhibit A attached hereto; and

(c) an amendment fee payable to the Administrative Agent, for the benefit of those Lenders executing this Amendment on or prior to 5:00 p.m. New York City time on Wednesday, September 26, 2012 (each, a "Consenting Lender"), in an aggregate amount equal to 0.05% of the aggregate principal amount of Revolving Commitments held by such Consenting Lender as of such time (it being agreed that such fee is deemed earned in full upon execution of this Amendment by Requisite Lenders and shall not be refundable).

10. The governing law and venue provisions of Section 11.17 of the Credit Agreement are incorporated herein by this reference *mutatis mutandis*. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. Delivery of an executed counterpart hereof by facsimile transmission shall be effective as delivery of a manually executed counterpart. The Borrower agrees to promptly pay all reasonable attorneys' fees and costs incurred by the Administrative Agent's and Collateral Agent's counsel in connection with this Amendment, which may be debited from any of Borrower's accounts (following Borrower's authorization of such fees and costs). Except as amended hereby, all of the provisions of the Credit Agreement and the other Loan Documents shall remain unmodified and in full force and effect except that each reference to the "Agreement", or words of like import in any Loan Document, shall mean and be a reference to the Credit Agreement as amended hereby. This Amendment shall be deemed a "Loan Document" as defined in the Credit Agreement. Each party shall execute and deliver such further documents, and perform such further acts, as may be reasonably necessary to achieve the intent of the parties as expressed in this Amendment.



IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the first date above written.

VIASAT, INC.

By: /s/ Keven Lippert

Name: Keven Lippert

Title: Vice President and General Counsel

*Signature page to First Amendment*

UNION BANK, N.A.,  
as Administrative Agent

By: /s/ Mark Adelman  
Mark Adelman  
Vice President

UNION BANK, N.A.,  
as Collateral Agent

By: /s/ Mark Adelman  
Mark Adelman  
Vice President

UNION BANK, N.A.,  
as a Lender and Swing Line Lender

By: /s/ Mark Adelman  
Mark Adelman  
Vice President

*Signature page to First Amendment*

BANK OF AMERICA, N.A.,  
as a Lender

By: /s/ Christopher D. Pannacciulli

Name: Christopher D. Pannacciulli

Title: Senior Vice President

*Signature page to First Amendment*

JPMorgan Chase Bank, N.A.  
as a Lender

By: /s/ Anna C. Araya

Name: Anna C. Araya

Title: Vice President

*Signature page to First Amendment*

Wells Fargo, N.A.,  
as a Lender

By: /s/ Kimberly Striegl

Name: Kimberly Striegl

Title: Senior Vice President

*Signature page to First Amendment*

COMPASS BANK, D.B.A. BBVA COMPASS,  
as a Lender

By: /s/ E. Biegel Macaraeg

Name: E. Biegel Macaraeg

Title: Senior Vice President

*Signature page to First Amendment*

CREDIT SUISSE AG, CAYMAN ISLANDS  
as a Lender

By: /s/ John D. Toronto

Name: John D. Toronto

Title: Managing Director

By: /s/ VIPUL DHADDA

Name: VIPUL DHADDA

Title: ASSOCIATE

*Signature page to First Amendment*

COMERICA BANK,  
as a Lender

By: /s/ Don R. Carruth

Name: Don R. Carruth

Title: Vice President

*Signature page to First Amendment*



/s/ Steve DeLong  
as a Lender

By: California Bank & Trust

Name: Steve DeLong

Title: Senior Vice President/Manager

*Signature page to First Amendment*

Morgan Stanley Bank, N.A.  
as a Lender

By: /s/ Chris Whelan

Name: Chris Whelan

Title: Authorized Signatory

*Signature page to First Amendment*

EXHIBIT A

GUARANTOR CONSENT AND REAFFIRMATION

Each of the undersigned (each, a "Guarantor" and collectively, the "Guarantors"), for good and valuable consideration, made, executed and delivered to Union Bank, N.A., as Administrative Agent and Collateral Agent (in such capacity, the "Agent") (i) that certain Amended and Restated Subsidiary Guaranty dated as of May 9, 2012, (ii) that certain Amended and Restated Subsidiary Pledge Agreement dated as of May 9, 2012 and (iii) that certain Amended and Restated Subsidiary Security Agreement dated as of May 9, 2012 (each of the foregoing, together with any documents, instruments or other agreements executed by any Guarantor in connection therewith, the "Guarantor Documents"), in each case in connection with the Fifth Amended and Restated Revolving Loan Agreement dated as of May 9, 2012, among ViaSat, Inc. (the "Borrower"), the lenders parties thereto, and the Agent (as it may be amended, restated, modified or supplemented from time to time, the "Credit Agreement"). In connection herewith, the Credit Agreement is being amended by that certain First Amendment to Fifth Amended and Restated Revolving Loan Agreement dated as of even date herewith (the "Amendment"). The undersigned acknowledge receipt of a copy of the Amendment. The undersigned hereby consent to the Amendment and reaffirm each of the Guarantor Documents and acknowledges that the execution and delivery of the Amendment shall have no effect on the Guarantors' obligations under the Guarantor Documents, each of which remains the legal, valid and binding obligation of the Guarantors and are hereby reaffirmed. On and after the effective date of the Amendment, each reference in the Guarantor Documents to "the Credit Agreement," "thereunder," "thereof," "therein" or words of like import referring to the Credit Agreement shall mean and be a reference to the Credit Agreement as amended by the Amendment and future amendments entered into from time to time. All capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Credit Agreement.

September , 2012

VIASAT HOLDING, INC.  
VIASAT COMMUNICATIONS, INC.  
WB HOLDINGS 1 LLC

By: \_\_\_\_\_  
Name: Keven Lippert  
Title: Vice President



**Contact:**  
Heather Ferrante  
Investor Relations  
ViaSat Inc.  
+1 760-476-2633  
www.viasat.com

### **ViaSat Announces Proposed Private Placement of \$300 Million of Senior Notes**

**Carlsbad, Calif.** – September 27, 2012 – ViaSat Inc. (Nasdaq: VSAT) intends to commence an offering of an additional \$300 million in aggregate principal amount of its 6.875% Senior Notes due 2020, subject to market and other conditions. The notes will be offered and sold to qualified institutional buyers in the United States pursuant to Rule 144A and outside the United States pursuant to Regulation S under the Securities Act of 1933, as amended. The notes will be guaranteed on a senior unsecured basis by certain of ViaSat’s existing and future subsidiaries.

The notes are an additional issuance of, and will be treated as a single class with, the \$275 million outstanding aggregate principal amount of ViaSat’s 6.875% Senior Notes due 2020. The terms of the additional notes offered will be identical to the terms of the outstanding 6.875% Senior Notes due 2020, except for the issue date, the issue price, the first interest payment date for the notes and the date from which interest begins to accrue and that the additional notes will be subject to transfer restrictions. The additional notes will be designated by a different CUSIP number until ViaSat consummates an exchange offer for such notes or such notes are resold under a shelf registration statement, after which they will be designated by the same CUSIP number as, and be fungible with, the outstanding 6.875% Senior Notes due 2020.

ViaSat intends to use the net proceeds from the offering to repurchase any and all of its outstanding 8.875% Senior Notes due 2016 (the “2016 Notes”) pursuant to a cash tender offer and consent solicitation announced today (and to redeem any outstanding 2016 Notes not so purchased). ViaSat intends to use any remaining net proceeds, after the repurchase of the 2016 Notes and associated fees and expenses, for general corporate purposes.

The notes have not been registered under the Securities Act or any state securities laws and may not be offered or sold in the United States without registration or an applicable exemption from the registration requirements of the Securities Act.

This press release is neither an offer to sell nor the solicitation of an offer to buy the notes or any other securities, and no offer, solicitation or sale will be made in any jurisdiction in which, or to any persons to whom, such an offer, solicitation or sale is unlawful. Any offers of the notes will be made only by means of a private offering memorandum. The tender offer and consent solicitation announced today are being made pursuant to an Offer to Purchase and Consent Solicitation Statement, dated September 27, 2012, and related Letter of Transmittal and Consent. Under no circumstances shall this press release constitute an offer to buy or the solicitation of an offer to sell the 2016 Notes. This press release is being issued pursuant to and in accordance with Rule 135c under the Securities Act.



**Contact:**  
Heather Ferrante  
Investor Relations  
ViaSat Inc.  
+1 760-476-2633  
www.viasat.com

### **ViaSat Announces Cash Tender Offer for its 8.875% Senior Notes Due 2016**

**Carlsbad, Calif.** – September 27, 2012 – ViaSat Inc. (Nasdaq: VSAT) has commenced a cash tender offer to purchase any and all of its \$275 million in aggregate principal amount of outstanding 8.875% Senior Notes due 2016 (CUSIP 92552VAC4) (the “Notes”). In conjunction with the tender offer, ViaSat is soliciting consents from holders of the Notes to effect certain proposed amendments to the indenture governing the Notes. The tender offer and consent solicitation are being made on the terms and subject to the conditions set forth in an Offer to Purchase and Consent Solicitation Statement (the “Offer to Purchase”) and related Letter of Transmittal and Consent, each dated September 27, 2012. Holders that tender their Notes in the tender offer will be deemed to have consented to the proposed amendments to the indenture governing the Notes.

The tender offer and consent solicitation are subject to the satisfaction or waiver of certain conditions, as described in the Offer to Purchase, including the condition that ViaSat shall have received net proceeds from one or more financings sufficient to repurchase all of the Notes tendered, including the payment of all premiums, if any, consent payments, accrued interest, and costs and expenses incurred in connection with the tender offer and consent solicitation, as described in more detail in the Offer to Purchase.

ViaSat is offering to purchase the Notes at a price of \$1,061.56 for each \$1,000 in principal amount of Notes (the “Tender Offer Consideration”) validly tendered (and not validly withdrawn) and accepted for purchase pursuant to the tender offer, plus accrued interest. Holders who validly tender (and do not validly withdraw) their Notes and validly deliver (and do not validly revoke) their consents to the proposed amendments at or prior to 5.00 p.m., New York City time, on October 11, 2012, unless extended or earlier terminated (such date and time, as the same may be extended or earlier terminated, the “Consent Deadline”) will also receive a consent payment of \$10.00 for each \$1,000 in principal amount of Notes validly tendered (and not validly withdrawn) and accepted for purchase pursuant to the tender offer. The total consideration for each \$1,000 principal amount of Notes validly tendered and not validly withdrawn and accepted for purchase at or prior to the Consent Deadline will be an amount equal to \$1,071.56 (the “Total Consideration”). ViaSat will not pay the consent payment to holders who tender Notes and deliver consents to the proposed amendments after the Consent Deadline.

The proposed amendments to the indenture governing the Notes would eliminate substantially all of the restrictive covenants, certain affirmative covenants, certain events of default and certain conditions to legal defeasance or covenant defeasance contained in the indenture and the Notes. Holders may not deliver consents to the proposed amendments without validly tendering the related Notes in the tender offer and may not revoke their consents without withdrawing the previously tendered Notes to which they relate.

Notes validly tendered at or prior to 5:00 p.m., New York City time, on October 11, 2012 (the “Withdrawal Date”) may be validly withdrawn and the related consents may be validly revoked at any time prior to the Withdrawal Date. Tendered notes and delivered consents may not be validly withdrawn or revoked after the Withdrawal Date, except under certain limited circumstances as described in the Offer to Purchase.

The Offer to Purchase contains early settlement provisions, whereby Notes validly tendered (and not validly withdrawn) on or prior to the business day prior to the early acceptance date (expected to be October 12, 2012) may be accepted. Payment of the applicable consideration for such notes is expected to be made on or promptly following such acceptance.

The tender offer and consent solicitation will expire at 11:59 p.m., New York City time, on October 25, 2012 unless extended or earlier terminated by ViaSat (such date and time, as the same may be extended or earlier terminated, the “Expiration Time”).

If not all Notes are validly tendered pursuant to the tender offer, ViaSat currently intends, but is not obligated, to redeem any untendered Notes in accordance with the indenture governing the Notes.

ViaSat has engaged BofA Merrill Lynch as the Dealer Manager and Solicitation Agent for the tender offer and consent solicitation. BofA Merrill Lynch can be contacted at (888) 292-0070 (toll-free) and (646) 855-3401 (collect).

The complete terms and conditions of the tender offer and consent solicitation are set forth in the Offer to Purchase. Holders of Notes are urged to read the tender offer documents carefully before making any decision with respect to the tender offer. Holders may obtain copies of the Offer to Purchase and the Letter of Transmittal from D.F. King & Co., Inc., the Information Agent and Tender Agent for the tender offer and consent solicitation, at (212) 269-5550 (brokers and banks) and (800) 859-8511 (all others; toll-free).

**This press release is for information purposes only and is not an offer to purchase, a solicitation of an offer to purchase or a solicitation of a consent with respect to any of the Notes. The tender offer and consent solicitation are being made solely pursuant to the tender offer and consent solicitation documents, including the Offer to Purchase, that ViaSat is distributing to holders of the Notes. The tender offer and consent solicitation are not being made to holders of Notes in any jurisdiction in which the making or acceptance thereof would not be in compliance with the securities, blue sky or other laws of such jurisdiction.**

Neither ViaSat, the Dealer Manager nor the Information Agent and Tender Agent, nor any other person makes any recommendation as to whether holders of Notes should tender their Notes, and no one has been authorized to make such a recommendation.

**Safe Harbor Statement**

This press release contains forward-looking statements that are subject to the safe harbors created under the Securities Act of 1933 and the Securities Exchange Act of 1934. Forward-looking statements include, among others, statements regarding the payment of the Total Consideration and Tender Offer Consideration, the elimination of restrictive covenants, certain affirmative covenants and certain conditions to legal defeasance or covenant defeasance contained in the indenture governing the Notes and the redemption of any untendered Notes, and are generally identified with words such as “believe,” “could,” “expect,” “intend,” “may,” “plan,” “will” and similar expressions. Such statements reflect management’s current expectations and judgment as of the date of this press release. Risks, uncertainties and assumptions that could affect ViaSat’s forward-looking statements include, among other things, the completion of the tender offer and the receipt of consents sufficient to approve the proposed amendments to the indenture governing the Notes. In addition, please refer to the risk factors contained in ViaSat’s SEC filings available at [www.sec.gov](http://www.sec.gov), including ViaSat’s most recent Annual Report on Form 10-K and Quarterly Reports on Form 10-Q. Readers are cautioned not to place undue reliance on any forward-looking statements, which speak only as of the date on which they are made. ViaSat undertakes no obligation to update or revise any forward-looking statements for any reason.