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Co-Counsel to the Debtors and Debtors in Possession

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

)	
In re:)	Chapter 11
)	
INTELSAT S.A., <i>et al.</i> , ¹)	Case No. 20-32299 (KLP)
)	
Debtors.)	(Jointly Administered)
)	

**STIPULATION AND ORDER BETWEEN INTELSAT
 AND ONEWEB REGARDING WITHDRAWAL OF CLAIMS**

The above-captioned debtors and debtors in possession, including Intelsat US LLC (collectively, the “Intelsat Debtors” or “Intelsat”) and OneWeb Global Limited, together with certain of its affiliates, including WorldVu Satellites Ltd and WorldVu Development LLC (collectively “OneWeb,” and together with the Intelsat Debtors, the “Parties”), hereby stipulate, and it is so ordered, as set forth below (this “Stipulation”) resolving and withdrawing all claims filed by the Parties in the Intelsat Cases (as defined below) and in the OneWeb Cases (as defined below).

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’ claims and noticing agent at <https://cases.stretto.com/intelsat>. The location of the Debtors’ service address is: 7900 Tysons One Place, McLean, VA 22102.

WHEREAS, the Parties are party to the action in the Supreme Court for the State of New York, County of New York styled *Intelsat US LLC (formerly known as Intelsat Corporation) v. WorldVu Development LLC d/b/a OneWeb Ltd. et al.*, Index No. 655202/2019 (the “New York State Court Litigation”).

WHEREAS, on March 27, 2020, OneWeb filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code (the “OneWeb Cases”) in the Bankruptcy Court for the Southern District of New York (the “OneWeb Court”).

WHEREAS, on May 13, 2020, Intelsat filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code (the “Intelsat Cases”) in the Bankruptcy Court for the Eastern District of Virginia (the “Intelsat Court”).

WHEREAS, on May 26, 2020, the OneWeb Court entered the *Order (I) Authorizing Rejection of a Real Property Lease and Abandoning Certain Personal Property, and Granting Related Relief*, pursuant to which OneWeb rejected that certain lease of real property between WorldVu Development, LLC and Intelsat US LLC (the “Lease Rejection”).

WHEREAS, on August 11, 2020, Intelsat US LLC filed a proof of claim in an unliquidated amount against WorldVu Development LLC arising from the Lease Rejection and the New York State Court Litigation [Claim No. 97] (the “Intelsat Claim No. 97”).

WHEREAS, on September 9, 2020 WorldVu Development LLC filed a proof of claim in an unliquidated amount against Intelsat US LLC [Claim No. 945] (the “OneWeb Claim”).

WHEREAS, on October 2, 2020, the OneWeb Court confirmed the *Third Amended Joint Chapter 11 Plan of Reorganization of OneWeb Global Limited, et al.* [Docket No. 588] (the “OneWeb Plan”), and on November 20, 2020 the effective date of the OneWeb Plan occurred [Docket No. 686] (the “Effective Date”).

WHEREAS, pursuant to the OneWeb Plan, the OneWeb Claim is an asset of the Reorganized Debtors (as defined in the OneWeb Plan).

WHEREAS, on October 29, 2020, Intelsat US LLC filed the following additional proofs of claim in the OneWeb Cases: against WorldVu Satellites Limited in an unliquidated amount [Claim No. 11]; against WorldVu Development LLC in an unliquidated amount [Claim No. 106]; and against WorldVu Development LLC for \$643,990.52 [Claim No. 107] (the claims filed by Intelsat in the OneWeb Cases, including Intelsat Claim No. 97, collectively, the “Intelsat Claims,” and together with the OneWeb Claim, the “Claims”).

WHEREAS, on December 3, 2020, the OneWeb Court entered the *Final Decree Closing Certain of the Chapter 11 Cases, Effective as of November 20, 2020 and Amending Case Caption* [Docket No. 700].

WHEREAS, the Parties desire to reach a consensual resolution of the Claims and the issues related thereto, including, but not limited to, the New York State Court Litigation, the Lease Rejection, and claims related thereto.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby STIPULATED AND AGREED between the Parties that:

1. OneWeb, through its Reorganized Debtors, shall, within ten (10) calendar days after the entry of this Stipulation in both the Intelsat Court and OneWeb Court, file a notice of withdrawal of the OneWeb Claim in the Intelsat Cases, with prejudice.

2. Intelsat shall, within ten (10) calendar days after the entry of this Stipulation in both the Intelsat Court and OneWeb Court, file a notice of withdrawal of the Intelsat Claims in the OneWeb Cases, with prejudice.

3. Intelsat and the Reorganized Debtors of OneWeb will work together in good faith to obtain the dismissal of the New York State Court Litigation as soon as reasonably practicable after (a) this Stipulation is so-ordered by the Intelsat Court and OneWeb Court, (b) the Intelsat Claims are withdrawn in the OneWeb Cases and (c) the OneWeb Claim is withdrawn in the Intelsat Cases. All parties shall dismiss with prejudice their claims and counterclaims in the New York State Court Litigation, the parties to bear their own costs and attorneys' fees.

4. The Intelsat Court shall retain exclusive jurisdiction to hear any matters or disputes arising from or relating to the OneWeb Claim or any other claims filed by OneWeb or its affiliates in the chapter 11 cases of Intelsat and any of its debtor affiliates.

5. The OneWeb Court shall retain exclusive jurisdiction to hear any matters or disputes arising from or relating to the Intelsat Claims or any other claims filed by Intelsat or its affiliates in the chapter 11 cases of OneWeb and any of its other pre-Effective Date debtor affiliates.

6. Nothing in this Stipulation or any actions taken pursuant hereto is intended or shall be construed as: (a) an admission as to the allowed amount of, basis for, or validity of any claim, against the Intelsat Debtors under the Bankruptcy Code or applicable non-bankruptcy law; (b) a waiver of the right of the Intelsat Debtors to dispute any claim; (c) a promise or requirement to pay any claim; (d) a waiver or limitation, except as otherwise stated herein, of the rights and defenses of the Intelsat Debtors under the Bankruptcy Code and any other applicable law.

7. Nothing in this Stipulation or any actions taken pursuant hereto is intended or shall be construed as: (a) an admission as to the allowed amount of, basis for, or validity of any claim, against OneWeb or its pre-Effective Date debtor affiliates under the Bankruptcy Code or applicable non-bankruptcy law; (b) a waiver of the right of OneWeb or its pre-Effective Date

debtor affiliates to dispute any claim; (c) a promise or requirement to pay any claim; (d) a waiver or limitation, except as otherwise stated herein, of the rights and defenses of OneWeb or its pre-Effective Date debtor affiliates under the Bankruptcy Code and any other applicable law.

8. Each Party represents that they understand and fully agree to each and every provision hereof, and the persons executing this Stipulation represent that they are authorized to execute this Stipulation on behalf of their respective clients.

9. This Stipulation constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions between the Parties. This Stipulation cannot be amended, modified, or waived except by a writing signed by the Parties.

10. This Stipulation may be executed in counterparts, each of which, when so executed, shall be deemed an original, but all of which together shall constitute one and the same instrument, and facsimile or electronic signatures transmitted to the other Party shall be binding.

11. For purposes of interpretation of this Stipulation, the Parties shall be deemed to have jointly drafted this Stipulation and this Stipulation shall not be interpreted in favor or against any of the Parties because such Party or its counsel drafted this Stipulation or any provision of this Stipulation.

12. This Stipulation shall be immediately binding on the Parties and upon all of their affiliates, assigns, and successors upon its execution but shall not become effective until entry of this Stipulation by the Intelsat Court and the OneWeb Court.

IT IS HEREBY STIPULATED AND ORDERED:

Dated: Mar 26 2021
Richmond, Virginia

/s/ Keith L Phillips
United States Bankruptcy Judge

Entered On Docket: Mar 29 2021

Dated March 26, 2021.
Richmond, Virginia

/s/ Jeremy S. Williams

KUTAK ROCK LLP

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*Co-Counsel to the Debtors
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Dated March 26, 2021.
New York, New York

/s/ Brian Kinney

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Counsel to the OneWeb Reorganized Debtors

CERTIFICATION OF ENDORSEMENT
UNDER LOCAL BANKRUPTCY RULE 9022-1(C)

Pursuant to Local Bankruptcy Rule 9022-1(C), I hereby certify that the foregoing proposed order has been endorsed by or served upon all necessary parties.

/s/ Jeremy S. Williams