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UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549

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**SCHEDULE 13D**

Under the Securities Exchange Act of 1934  
(Amendment No. 2)\*

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**Intelsat S.A.**

(Name of Issuer)

Common Shares, nominal value \$0.01 per share  
(Title of Class of Securities)

L5140P101  
(CUSIP number)

Jennifer M. Pulick  
General Counsel  
Cyrus Capital Partners, L.P.  
65 East 55th Street, 35th Floor  
New York, New York 10022  
(212) 380-5800

(Name, address and telephone number of person authorized to receive notices and communications)

January 13, 2021  
(Date of event which requires filing of this statement)

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If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), Rule 13d-1(f) or Rule 13d-1(g), check the following box. ☐

**Note:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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1	NAME OF REPORTING PERSON	
	Cyrus Capital Partners, L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS	
	OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION	
	Delaware	
	7	SOLE VOTING POWER
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH		10,766,504
	8	SHARED VOTING POWER
		0
	9	SOLE DISPOSITIVE POWER
		10,766,504
	10	SHARED DISPOSITIVE POWER
		0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	
	10,766,504	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)	
	7.6% (1)	
14	TYPE OF REPORTING PERSON	
	PN	

(1) Based on 142,145,054 Common Shares of Intelsat S.A. (the “Issuer”) outstanding as of November 3, 2020, as reported in the Issuer’s Form 10-Q filed with the Securities and Exchange Commission (“SEC” or “Commission”) on November 5, 2020.

1	NAME OF REPORTING PERSON	
	Cyrus Capital Partners GP, L.L.C.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS	
	OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION	
	Delaware	
	7	SOLE VOTING POWER
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH		10,766,504
	8	SHARED VOTING POWER
		0
	9	SOLE DISPOSITIVE POWER
		10,766,504
	10	SHARED DISPOSITIVE POWER
		0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	
	10,766,504	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)	
	7.6% (1)	
14	TYPE OF REPORTING PERSON	
	OO	

(1) Based on 142,145,054 Common Shares of the Issuer outstanding as of November 3, 2020, as reported in the Issuer’s Form 10-Q filed with the SEC on November 5, 2020.

1	NAME OF REPORTING PERSON	
	Stephen C. Freidheim	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS	
	OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION	
	United States of America	
	7	SOLE VOTING POWER
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH		10,766,504
	8	SHARED VOTING POWER
		0
	9	SOLE DISPOSITIVE POWER
		10,766,504
	10	SHARED DISPOSITIVE POWER
		0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	
	10,766,504	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)	
	7.6% (1)	
14	TYPE OF REPORTING PERSON	
	IN	

(1) Based on 142,145,054 Common Shares of the Issuer outstanding as of November 3, 2020, as reported in the Issuer’s Form 10-Q filed with the SEC on November 5, 2020.

## **Amendment No. 2 to Schedule 13D**

The following constitutes Amendment No. 2 (“Amendment No. 2”) to the Schedule 13D filed with the Securities and Exchange Commission by Cyrus Capital Partners, L.P. (“Cyrus Capital Partners”), Cyrus Capital Partners GP, L.L.C. (“Cyrus Capital GP”), and Stephen C. Freidheim (collectively, the “Reporting Persons”) on May 4, 2020, as amended by Amendment No. 1 filed on May 14, 2020. This Amendment No. 2 amends and supplements the Schedule 13D as specifically set forth herein.

All capitalized terms contained herein but not otherwise defined shall have the meanings ascribed to such terms in the Schedule 13D. Information given in response to each item shall be deemed incorporated by reference in all other items, as applicable.

### **ITEM 4. Purpose of Transaction.**

Item 4 of Schedule 13D is supplemented as follows:

The Reporting Persons have recently been engaging, and intend to continue engaging, in discussions with representatives of the Issuer and certain of its subsidiaries (collectively, the “Company”) and certain other stakeholders concerning the treatment of various classes of claims and interests, including the Issuer’s 4.50% Convertible Senior Notes due 2025 (the “Notes”), in connection with the Company’s jointly administered chapter 11 cases (the “Chapter 11 Cases”) pending in the United States Bankruptcy Court for the Eastern District of Virginia (the “Bankruptcy Court”) entitled In re Intelsat S.A, et al., Case No. 20-32299 (KLP).

The disclosures in Item 6 relating to the ROFR Agreement and the Cooperation Agreement (each as defined below) are incorporated by reference herein.

### **ITEM 5. Interest in Securities of the Issuer.**

Item 5 of Schedule 13D is amended and restated as follows:

(a) and (b) Items 7 through 11 and 13 of each of the cover pages of this Schedule 13D are incorporated herein by reference. Such information is based on 142,145,054 Common Shares of the Issuer outstanding as of November 3, 2020, as reported in the Issuer’s Form 10-Q filed with the SEC on November 5, 2020.

Set forth below is the aggregate number of Common Shares directly held, as of the date hereof, by each of the following funds managed by the Reporting Persons (collectively, the “Cyrus Funds”).

Holder	Total Number of Common Shares
Cyrus Opportunities Master Fund II, Ltd.	4,672,663
CRS Master Fund, L.P.	1,851,839
Crescent 1, L.P.	1,959,504
Cyrus Select Opportunities Mater Fund, Ltd.	549,092
Canary SC Master Fund, L.P.	1,485,777
Cyrus 1740 Master Fund, L.P.	247,629

The Reporting Persons also beneficially own \$108,427,000 principal amount of the Notes. The Common Shares issuable upon conversion of such Notes are not included as beneficially owned in this Schedule 13D, as amended, because the settlement of the Notes may be in cash, Common Shares or a combination of cash and Common Shares, at the election of the Issuer.

(c) There have been no transactions by the Reporting Persons (on behalf of the Cyrus Funds) effected during the past 60 days.

(d) The disclosure regarding the relationship between the Reporting Persons in Item 2(c) of Schedule 13D is incorporated by reference herein.

(e) Not applicable.

#### **ITEM 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.**

Item 6 of Schedule 13D is amended and restated as follows:

The disclosure in Item 5 is incorporated by reference herein.

##### **ROFR Agreement**

On January 13, 2021, certain funds and accounts managed by the Reporting Persons and Discovery Capital Management, LLC (collectively, the “ROFR Noteholder Parties”) entered into a ROFR Agreement, which was subsequently amended and restated on January 22, 2021 (as amended and restated, the “ROFR Agreement”), pursuant to which each ROFR Noteholder Party granted each other ROFR Noteholder Party a right of first refusal with respect to any potential Transfer (as defined in the ROFR Agreement) of the Notes, whereby a ROFR Noteholder Party desiring to transfer Notes must provide the other ROFR Noteholder Parties with the opportunity to purchase such Notes on the same terms and conditions offered to the transferring ROFR Noteholder Party. The ROFR Agreement shall automatically terminate upon the earlier of (1) entry into a written agreement terminating the ROFR Agreement by ROFR Noteholder Parties holding at least 80% of the aggregate principal amount of the Notes then held by all ROFR Noteholder Parties and (2) 11:59 p.m. on the date that is one (1) day after the occurrence of the effective date of a plan of reorganization of the Issuer that is confirmed by the Bankruptcy Court in the Chapter 11 Cases.

##### **Cooperation Agreement**

Certain funds and accounts managed by the Reporting Persons entered into a cooperation agreement dated January 19, 2021, which became effective on January 20, 2021 (the “Cooperation Agreement”), with certain other holders of the Notes, consisting of funds and accounts managed by Anchorage Capital Group, L.L.C., Brean Asset Management, LLC, Crystalline Management Inc., Discovery Capital Management, LLC, Goldman Sachs Asset Management L.P., Moore Capital Management, LP, and Whitebox Advisors LLC (together with the Reporting Persons, collectively, the “Cooperating Noteholders”). Pursuant to the Cooperation Agreement, the Cooperating Noteholders agreed, with respect to any Notes and other indebtedness of the Company held by them at any time during the term of the Cooperation Agreement, (i) to vote for, consent to, support, tender Notes for, assist and participate in a plan of reorganization in the Chapter 11 Cases (a “Plan”) if the terms of such Plan have been approved by the Requisite Cooperating Noteholders (as defined in the Cooperation Agreement) (an “Approved Plan”) and (ii) not (A) to vote for, consent to, support, tender Notes for, assist or participate in the formulation of any Plan other than an Approved Plan, (B) to directly or indirectly seek, solicit, support or encourage any Plan that is materially inconsistent with any Approved Plan or the Cooperation Agreement, and (C) to take any other action, or encourage any other person or entity to take any action, including, but not limited to, initiating any legal proceedings in the Chapter 11 Cases or otherwise or enforcing any rights that are materially inconsistent with, or whose object is to delay, impede, appeal or otherwise interfere with the consummation of an Approved Plan or the Cooperation Agreement. The Cooperation Agreement also provides that each Cooperating Noteholder will not Transfer (as defined in the Cooperation Agreement) any of its Notes unless the transferee (x) is a Cooperating Noteholder or (y) executes a joinder to the Cooperation Agreement.

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The Cooperation Agreement shall automatically terminate upon the earlier of (1) entry into a written agreement terminating the Cooperation Agreement by the Requisite Cooperating Noteholders, (2) 11:59 p.m. on the date that is one (1) business day after the effective date of an Approved Plan and (3) the occurrence of the Outside Termination Date (as defined in the Cooperation Agreement).

The descriptions of the ROFR Agreement and Cooperation Agreement included in this Schedule 13D do not purport to be complete and are qualified in their entirety by reference to the text of the ROFR Agreement and Cooperation Agreement, each of which is filed as an exhibit to this Schedule 13D and incorporated by reference into this Item 6.

The ROFR Agreement and the Cooperation Agreement solely pertain to the Notes and, in the case of the Cooperation Agreement, also to other indebtedness of the Company, and by their terms do not apply to any Common Shares of the Issuer or other equity securities of the Company (collectively, the “Equity Securities”) and, accordingly, the Reporting Persons are not acting under the ROFR Agreement or the Cooperation Agreement in their capacities as holders of Equity Securities. The ROFR Agreement and the Cooperation Agreement do not constitute, and are not intended by the Reporting Persons to constitute, an agreement, arrangement, understanding or relationship with any other person for purposes of acquiring, holding, voting, or disposing of Equity Securities or taking derivative positions relating to any Equity Securities. Accordingly, the Reporting Persons do not constitute a “group” under the ROFR Agreement or the Cooperation Agreement for purposes of Section 13(d) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or for any purpose, with any other person.

The Reporting Persons expressly disclaim beneficial ownership of any Equity Securities beneficially owned by any other ROFR Noteholder Party or Cooperating Noteholder.

## ITEM 7. Material to Be Filed as Exhibits.

Exhibit	Description
<a href="#">99.1</a>	Agreement Regarding the Joint Filing of Schedule 13D by and among the Reporting Persons (as previously filed with the Commission on the Reporting Persons' Schedule 13D in respect of the Issuer on May 4, 2020, and is incorporated in its entirety by reference herein).
<a href="#">*99.2</a>	Cooperation Agreement dated January 19, 2020 by and among Cyrus Capital Partners, L.P., Anchorage Capital Group, L.L.C., Brean Asset Management, LLC, Amethyts Arbitrage International Master Fund, Discovery Global Opportunity Master Fund, Ltd., Moore Capital Management L.P., Goldman Sachs Asset Management L.P., Whitebox Relative Value Partners, L.P., Whitebox GT Fund, LP, Whitebox Multi-Strategy Partners, L.P. and Pandora Select Partners, L.P.
<a href="#">99.3</a>	Amended and Restated ROFR Agreement, dated January 22, 2021 by and among Cyrus Capital Partners, L.P. and Discovery Global Opportunity Master Fund, Ltd.

\*Pursuant to that certain letter request of the Reporting Persons submitted to the Commission on January 25, 2021, confidential treatment has been requested for certain confidential information contained in this Exhibit.

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## SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

January 25, 2021

### **CYRUS CAPITAL PARTNERS, L.P.**

By: Cyrus Capital Partners GP, L.L.C.,  
its general partner

By: /s/ Stephen C. Freidheim  
Name: Stephen C. Freidheim  
Title: Sole Member/Manager

### **CYRUS CAPITAL PARTNERS GP, L.L.C.**

By: /s/ Stephen C. Freidheim  
Name: Stephen C. Freidheim  
Title: Sole Member/Manager

/s/ Stephen C. Freidheim  
**STEPHEN C. FREIDHEIM**

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**CONFIDENTIAL TREATMENT REQUESTED**

Execution Version

**COOPERATION AGREEMENT**

This Cooperation Agreement (and any other exhibits, schedules, or annexes attached hereto, the “Agreement”), dated as of January 19, 2021, is entered into by and among certain beneficial holders of the Convertible Notes (defined below) and/or the investment advisors, sub-advisors or managers of certain beneficial holders of the Convertible Notes identified on the signature pages hereto (each such person or entity, together with each of their respective successors and permitted assigns, an “Initial Cooperating Noteholder”, and collectively with such additional persons or entities that become a party hereto after the effective date hereof, by executing and delivering a Joinder Agreement (as defined herein) in accordance with the terms hereof (each such additional persons or entities, together with their respective successors and permitted assigns, and together with the Initial Cooperating Noteholders, collectively the “Cooperating Noteholders”). Each of the Cooperating Noteholders and their respective successors and assigns is also referred to herein individually as a “Party” and collectively as the “Parties.”

**RECITALS**

**WHEREAS**, Intelsat S.A. issued 4.50% Convertible Notes due 2025 (the “Convertible Notes”) pursuant to that certain Indenture dated as of June 18, 2018 (as may be amended, restated, supplemented, or otherwise modified from time to time, the “Indenture”), among Intelsat S.A., as Issuer, Intelsat Envision Holdings LLC as Guarantor and BOKF, N.A., as successor Trustee (the “Trustee”);

**WHEREAS**, on or about April 14, 2020, Intelsat S.A. and certain of its direct and indirect subsidiaries (collectively, the “Debtors”) commenced voluntary chapter 11 cases (the “Chapter 11 Cases”) in the United States Bankruptcy Court for the Eastern District of Virginia, jointly consolidated under Case No. 20-32299(KLP);

**WHEREAS**, an ad hoc group of beneficial holders (or nominees, investment managers, advisors or subadvisors for the beneficial holders) of the Convertible Notes (as may be reconstituted from time to time, the “Ad Hoc Group”) formed and retained, among others, Stroock & Stroock & Lavan LLP (“Stroock”, and together with the other advisors to the Ad Hoc Group, the “Ad Hoc Group Advisors”) as its counsel in connection with the Debtors’ Chapter 11 Cases; and

**WHEREAS**, each Cooperating Noteholder is prepared to cooperate with each other with respect to the negotiation of a plan of reorganization in the Chapter 11 Cases (a “Plan”) and to refrain from selling, transferring or assigning any of the Convertible Notes held by such Cooperating Noteholder except as expressly permitted herein.

**FOIA confidential treatment requested:** [\*\*\*\*] indicates that certain information contained herein has been omitted and filed separately with the Commission on January 25, 2021. Confidential treatment has been requested with respect to such omitted portions.

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**NOW THEREFORE**, in consideration of the foregoing recitals, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

**Section 1. Cooperation.**

(a) For so long as this Agreement remains in effect, each Party hereby agrees that, during the period commencing with the Agreement Effective Date (as defined in **Schedule I** hereto) until the date a Termination Event (as defined herein) first occurs (the “Cooperation Period”) or until the date such Party otherwise ceases to be a Party hereto in accordance with the terms of this Agreement, with respect to all Convertible Notes and other indebtedness of the Debtors beneficially owned by it or as to which it has investment authority or discretion, such Party shall (i) vote for, consent to, support, tender Convertible Notes, assist and participate in an Approved Plan (as defined below), and (ii) not (A) vote for, consent to, support, tender Convertible Notes, assist or participate in the formulation of any Plan other than an Approved Plan, (B) directly or indirectly seek, solicit, support or encourage any Plan that is materially inconsistent with any Approved Plan or this Agreement, or (C) take any other action, or encourage any other person or entity to take any action, including, but not limited to, initiating any legal proceedings in the Chapter 11 Cases or otherwise or enforcing any rights that are materially inconsistent with, or whose object is to delay, impede, appeal or otherwise interfere with the consummation of an Approved Plan or this Agreement. For purposes of this Agreement, the term “Approved Plan” shall mean a Plan, the terms of which have been approved by the written agreement (which may be by email to Stroock) of the Requisite Cooperating Noteholders (as defined in **Schedule I** hereto).

**Section 2. Communications.**

Each Party hereto may communicate with any person or entity, including, but not limited to, other holders of the Convertible Notes, the Debtors, other creditors in the Chapter 11 Cases and any of their respective advisors or representatives or any party acting on their behalf, subject in each case to **Section 1** hereof.

**Section 3. Transfers of Convertible Notes.**

(a) For the duration of the Cooperation Period or until the date such Party otherwise ceases to be a Party hereto in accordance with the express terms of this Agreement, each Party agrees that it shall not sell, loan, assign, transfer, hypothecate or otherwise dispose of (including by participation), directly or indirectly, in whole or in part, its right, title or interest in the Convertible Notes, or grant any proxies, deposit any of its Convertible Notes into a voting trust, or enter into a voting agreement with respect to any such Convertible Notes (each such act, a “Transfer”), to any other person or entity unless, (x) the transferee is a Cooperating Noteholder at the time of the Transfer, or (y) (i) prior to such Transfer, the transferee executes and delivers to Stroock a joinder agreement in the form attached hereto as **Exhibit A** (a “Joinder Agreement”) pursuant to which (among other things) such transferee agrees, for the benefit of the other Parties hereto, to be bound by this Agreement in its entirety and to assume the transferor-Cooperating Noteholder’s obligations hereunder, and (ii) contemporaneously with such Transfer, the transferor promptly provides written notice of such transfer to Stroock (which may be by email). Upon compliance with the foregoing, (i) the transferee shall be deemed to constitute a Cooperating Noteholder for all purposes of this Agreement, and (ii) the transferor shall be deemed to relinquish its rights (and be released from its obligations) under this Agreement to the extent of such transferred rights and obligations. No Cooperating Noteholder may create or utilize any subsidiary or affiliate to acquire any Convertible Notes without first causing such subsidiary or affiliate to become a party hereto.

**FOIA confidential treatment requested:** [\*\*\*\*] indicates that certain information contained herein has been omitted and filed separately with the Commission on January 25, 2021. Confidential treatment has been requested with respect to such omitted portions.

(b) Any sale, transfer, assignment, tender or consent of any Convertible Notes that does not comply with the terms and procedures set forth herein shall be deemed void *ab initio*, and each other Party hereto shall have the right to enforce the voiding of such transfer.

(c) Notwithstanding the foregoing, a Cooperating Noteholder may Transfer any right, title or interest in any Convertible Notes to an entity that is acting in its capacity as a Qualified Marketmaker without the requirement that the Qualified Marketmaker be or become a Cooperating Noteholder if, and only if, (x) such Qualified Marketmaker Transfers such Convertible Notes within ten (10) business days of its acquisition and the subsequent transferee of such Convertible Notes is (i) a Cooperating Noteholder or (ii) a transferee that, prior to such Transfer, executes and delivers to Stroock, for the benefit of the other Parties hereto, a Joinder Agreement pursuant to which (among other things) such transferee agrees to be bound by this Agreement in its entirety and to assume the transferor-Cooperating Noteholder's obligations hereunder and (y), the Cooperating Noteholder provides prompt notice of such Transfer to Stroock (which may be by email). For purposes of this Agreement "Qualified Marketmaker" means an entity that (a) holds itself out to the market as standing ready in the ordinary course of its business to purchase from customers and sell to customers Convertible Notes, in its capacity as a dealer or market maker in such Convertible Notes, and (b) is in fact regularly in the business of making a market in Convertible Notes. To the extent that a Party is acting in its capacity as a Qualified Marketmaker, it may Transfer any right, title or interest in such Convertible Notes that the Qualified Marketmaker acquires from a holder of Convertible Notes who is not a Cooperating Noteholder without the requirement that the transferee be or become a Cooperating Noteholder.

#### **Section 4. Further Acquisition of Convertible Notes.**

This Agreement shall in no way be construed to preclude any Cooperating Noteholder from acquiring on its or its clients' behalf additional Convertible Notes; provided, however, that any such additional Convertible Notes so acquired shall automatically be subject to the terms of this Agreement; provided, further, that any such Cooperating Noteholders shall promptly provide written notice of such acquisition of additional Convertible Notes to Stroock.

**FOIA confidential treatment requested:** [\*\*\*\*] indicates that certain information contained herein has been omitted and filed separately with the Commission on January 25, 2021. Confidential treatment has been requested with respect to such omitted portions.

**Section 5. Effectiveness.**

This Agreement shall become effective on the Agreement Effective Date; provided further, that as to any Cooperating Noteholders who are not Initial Cooperating Noteholders, this Agreement shall become effective on the date that such new Cooperating Noteholder executes a Joinder Agreement.

**Section 6. Termination of the Parties' Obligations.**

(a) Any Party that is not then in material breach of this Agreement (the "Terminating Noteholder") may terminate its obligations under this Agreement by giving written notice to the other Parties and to Stroock representing and certifying that (i) it has obtained the written consent of the Requisite Cooperating Noteholders; or (ii) it no longer beneficially owns or has investment authority or discretion over any Convertible Notes as a result of a transfer or series of transfers in compliance with Section 3 of this Agreement. Effective as of the date of the notice issued with respect to either of clause (i) or clause (ii) in the immediately preceding sentence, the Terminating Noteholder's obligations under the Agreement shall terminate (the "Noteholder Termination Date") and shall be of no further force and effect and the Terminating Noteholder shall not have any continuing liability or obligation to any other Party hereunder, and such Terminating Noteholder shall have all of the rights and remedies available to it under applicable law and/or the Indenture, and any ancillary documents or agreements thereto, including under this Agreement; provided, however, that nothing contained herein shall relieve the Terminating Noteholder from liability for its breach or non-performance of its obligations hereunder prior to the Noteholder Termination Date.

(b) This Agreement shall automatically terminate as to all Parties upon the earliest to occur of the following events (any such event, a "Termination Event"):

- (1) the entry into a written agreement terminating this Agreement by the Requisite Cooperating Noteholders;
- (2) 11:59 p.m. (prevailing Eastern time) on the date that is one (1) business day after the effective date of an Approved Plan; or
- (3) the occurrence of the Outside Termination Date (as defined in Schedule I hereto).

**Section 7. Effects of Termination.**

Upon the occurrence of a Termination Event, this Agreement shall automatically terminate and shall be of no further force and effect and no Party shall have any continuing liability or obligation to any other Party hereunder and each Party shall have all of the rights and remedies available to it under applicable law and/or the Indenture, and any ancillary documents or agreements thereto, including under this Agreement; provided, however, that no termination shall relieve any Party from liability for its breach or non-performance of its obligations hereunder prior to the Noteholder Termination Date or the date of a Termination Event.

**FOIA confidential treatment requested:** [\*\*\*\*] indicates that certain information contained herein has been omitted and filed separately with the Commission on January 25, 2021. Confidential treatment has been requested with respect to such omitted portions.

**Section 8. Representations and Warranties.**

Each Party (severally and not jointly) represents, covenants and warrants to the other Parties, only as to itself and not as to each of the other Parties, that the following statements are true and correct as of the date hereof with respect to such Party (or the date such Party becomes a party to this Agreement pursuant to Section 3 hereof):

(a) Holdings. Each Cooperating Noteholder is the legal or beneficial holder of and/or the investment advisor or manager for the legal or beneficial holder (with the power to vote and dispose of the Convertible Notes on behalf of such beneficial holder) of the principal amount of Convertible Notes identified on its signature page hereto. Holdings reported by each Cooperating Noteholder upon execution of this Agreement represent all Convertible Notes legally or beneficially owned or controlled by such Cooperating Noteholder and shall include amounts with respect to any unsettled trades, which amounts shall be subject to this Agreement, subject to the closing of such trades.

(b) Power, Authority and Authorization. Each Party has the requisite power and corporate, limited liability company, limited partnership or similar authority to enter into this Agreement and perform all of such Party's obligations under this Agreement, and the execution, delivery and performance of this Agreement by such Party has been duly authorized by all necessary corporate, limited liability company, limited partnership or similar action on the part of such Party, and the person executing this Agreement on behalf of such Party is duly authorized to do so.

(c) No Conflicts. The execution, delivery and performance of this Agreement by such Party does not and shall not (i) violate any provision of law, rule or regulation applicable to it or its organizational documents or (ii) conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any material contractual obligations to which it is a party or under its organizational documents.

(d) Binding Obligation. This Agreement is a legally valid and binding obligation of such Party, enforceable against it in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws, both foreign and domestic, relating to or limiting creditors' rights generally or by equitable principles relating to enforceability.

(e) No Side Agreements. There are no undisclosed agreements or commitments between or among such Party or any other person or entity regarding matters subject to the terms of this Agreement that are inconsistent with the terms of this Agreement.

**FOIA confidential treatment requested:** [\*\*\*\*] indicates that certain information contained herein has been omitted and filed separately with the Commission on January 25, 2021. Confidential treatment has been requested with respect to such omitted portions.

(f) Commitments, Representations and Warranties of an Investment Advisor. It is understood and agreed that the covenants, representations and warranties in this Agreement made by a Cooperating Noteholder that is an investment advisor, sub-advisor or manager (an “Investment Advisor”) for the account of a beneficial holder of Convertible Notes are made with respect to, and on behalf of, its managed accounts and not such Investment Advisor in its individual capacity or any other affiliate of such Investment Advisor and, if applicable, are made severally (and not jointly) with respect to the managed accounts managed by such Investment Advisor.

#### **Section 9. Disclosure.**

Each Party acknowledges and agrees that the terms of this Agreement (but not the existence thereof) shall remain confidential and the amount of Convertible Notes held by each Cooperating Noteholder shall be disclosed only to the Ad Hoc Group Advisors and shall not be disclosed to any other person without the prior consent of such Cooperating Noteholder; provided, however, the Ad Hoc Group Advisors may disclose (i) the names of the Parties, the existence of this Agreement and the amount of the Convertible Notes held by the Parties in the aggregate as of the date of such disclosure (the “Basic Information”) to the Trustee and to the Debtors and their respective advisors, (ii) such information with respect to the holdings of a Cooperating Noteholder as otherwise may be required by law (including, without limitation, Rule 2019 of the Federal Rules of Bankruptcy Procedure), regulation or court proceeding or requested by a regulatory, self-regulatory or supervisory authority; or (iii) as otherwise agreed to in writing by each affected Party hereto; provided, however, that each Party shall be permitted to disclose (x) the Basic Information to other holders of Convertible Notes, (y) the Basic Information and a copy of this Agreement (without any of the signature pages to the Agreement) to any actual or potential transferee in connection with an actual or potential transfer in accordance with Section 3 hereof, and (z) such information as may be required by law, court proceeding, or regulation (including, without limitation, in connection with any securities-related disclosure requirements) or requested by a regulatory, self-regulatory or supervisory authority. For the avoidance of doubt, no Party shall disclose the Outside Termination Date or the consent threshold for an Approved Plan to any person or entity that is not a Party hereto, except in connection with clauses (y) and (z) of this Section 9.

#### **Section 10. Reservation of Rights.**

Except as expressly provided in this Agreement, nothing herein is intended to, or does, in any manner waive, limit, impair or restrict the ability of each Party hereto to protect and preserve its rights, remedies and interests, including without limitation, its claims against the Debtors. If this Agreement is terminated for any reason, the Parties reserve any and all rights. Nothing contained herein shall be construed as or be deemed to be evidence of an admission of any kind on the part of any Party. Pursuant to Rule 408 of the Federal Rules of Evidence, any applicable state rules of evidence and any other applicable law, foreign or domestic, this Agreement and all negotiations relating thereto shall not be admissible into evidence in any proceeding other than a proceeding to enforce the Agreement’s terms.

**FOIA confidential treatment requested:** [\*\*\*\*] indicates that certain information contained herein has been omitted and filed separately with the Commission on January 25, 2021. Confidential treatment has been requested with respect to such omitted portions.

**Section 11. Amendments and Waivers.**

This Agreement may not be modified, amended or supplemented, except in a writing signed by the Requisite Cooperating Noteholders; provided, however, that this Section 11, the and the definitions of Approved Plan, Outside Termination Date and Requisite Cooperating Noteholders may not be modified, amended or supplemented without the written consent of each Cooperating Noteholder; provided, further, that if the proposed modification, amendment, or supplement, has a material, disproportionate, and adverse effect on any Cooperating Noteholder, then the consent of each such affected Cooperating Noteholder shall also be required to effectuate such modification, amendment, or supplement.

**Section 12. Successors and Assigns.**

This Agreement is intended to bind and inure to the benefit of the Parties and their respective successors, assigns, heirs, executors, administrators and representatives; provided, however, that nothing contained in this Section shall be deemed to permit Transfers other than in accordance with Section 3 of this Agreement.

**Section 13. No Third Party Beneficiaries; Relationship Among Parties.**

Unless expressly stated herein, this Agreement shall be solely for the benefit of the Parties hereto and no other person or entity shall be a third-party beneficiary hereof. No Party shall have any responsibility for any trading by any other entity by virtue of this Agreement. No prior history, pattern, or practice of sharing confidences among or between the Parties shall in any way affect or negate this understanding and agreement. The Parties have no agreement, arrangement, or understanding with respect to acting together for the purpose of acquiring, holding, voting, or disposing of any shares of common stock or other capital stock of the Debtors and do not constitute a “group” within the meaning of Rule 13d-5 under the Securities Exchange Act of 1934, as amended. No Party shall have, by reason of this Agreement, a fiduciary relationship in respect of any other Party, and nothing in this Agreement, expressed or implied, is intended to or shall be so construed as to impose upon any Party any obligations in respect of this Agreement except as expressly set forth herein.

Nothing contained herein shall be construed as an offer or acceptance with respect to any securities or a solicitation of acceptances of a chapter 11 plan within the meaning of section 1125 of Title 11 of the United States Code.

**Section 14. Specific Performance.**

It is understood and agreed by each of the Parties that money damages would not be a sufficient remedy for any breach of this Agreement by any Party and each non-breaching Party shall be entitled to specific performance and injunctive or other equitable relief as a remedy of any such breach, without the necessity of proving the inadequacy of money damages as a remedy. Each Party agrees to waive any requirement for the securing or posting of a bond in connection with such remedy.

**FOIA confidential treatment requested:** [\*\*\*\*] indicates that certain information contained herein has been omitted and filed separately with the Commission on January 25, 2021. Confidential treatment has been requested with respect to such omitted portions.

**Section 15. Prevailing Party.**

If any Party brings an action against any other Party based upon a breach by such other Party of its obligations hereunder, the prevailing Party shall be entitled to all reasonable expenses incurred, including reasonable attorneys', accountants' and financial advisors' fees in connection with such action.

**Section 16. Notices.**

All written notices given hereunder or contemplated hereby may be given by email, as follows: (i) if addressed to any Cooperating Noteholder, to the email address on the signature page of such Cooperating Noteholder to this Agreement; and (ii) if addressed to Stroock, by email to Kristopher M. Hansen, Esq. at khansen@stroock.com, Daniel A. Fliman, Esq. at dfliman@stroock.com, Sayan Bhattacharyya, Esq. at sbhattacharyya@stroock.com, and Isaac S. Sasson, Esq. at isasson@stroock.com.

**Section 17. Representation by Counsel.**

Each Party acknowledges that it has been represented by counsel (or had the opportunity to and waived its right to do so) in connection with this Agreement. Accordingly, any rule of law or any legal decision that would provide any Party hereto with a defense to the enforcement of the terms of this Agreement against such Party based upon lack of legal counsel shall have no application and is expressly waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the intent of the Parties. None of the Parties hereto shall have any term or provision construed against such Party solely by reason of such Party having drafted the same.

**Section 18. Severability.**

If any provision of this Agreement, or the application of any such provision to any person or circumstance, shall be held invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision hereof or this Agreement shall continue in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon any such determination of invalidity, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

**FOIA confidential treatment requested:** [\*\*\*\*] indicates that certain information contained herein has been omitted and filed separately with the Commission on January 25, 2021. Confidential treatment has been requested with respect to such omitted portions.



**Section 19. GOVERNING LAW; JURISDICTION; WAIVER OF JURY TRIAL.**

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY CONFLICTS OF LAW PROVISION WHICH WOULD REQUIRE THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION. BY ITS EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH OF THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES FOR ITSELF THAT ANY LEGAL ACTION, SUIT OR PROCEEDING AGAINST IT WITH RESPECT TO ANY MATTER UNDER OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT RENDERED IN ANY SUCH ACTION, SUIT OR PROCEEDING, MAY BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE STATE OF NEW YORK, COUNTY OF NEW YORK. BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH OF THE PARTIES HERETO IRREVOCABLY ACCEPTS AND SUBMITS ITSELF TO THE NONEXCLUSIVE JURISDICTION OF SUCH COURTS, GENERALLY AND UNCONDITIONALLY, WITH RESPECT TO ANY SUCH ACTION, SUIT OR PROCEEDING, AND WAIVES ANY OBJECTION IT MAY HAVE TO VENUE OR THE CONVENIENCE OF THE FORUM. EACH PARTY HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

**Section 20. Survival.**

Notwithstanding the termination of this Agreement pursuant to Sections 6 and 7 hereof, the agreements and obligations of the Parties in this Section 20 and Sections 7, 8, 9, 10, 12, 13, 14, 15, 18, 19, and 21 shall survive such termination and shall continue in full force and effect in accordance with the terms hereof.

**Section 21. Miscellaneous.**

- (a) Each Party understands and agrees that each of the Parties will rely upon such Party's representations, covenants and warranties set forth in this Agreement;
- (b) The captions used in this Agreement are for convenience only and are not to be considered in construing or interpreting this Agreement;
- (c) This Agreement, including the exhibits and schedules annexed hereto, constitutes the entire integrated agreement between the Parties and supersedes all prior and contemporaneous agreements, representations, warranties and understandings of the Parties, whether oral, written or implied, as to the subject matter hereof.

**FOIA confidential treatment requested:** [\*\*\*\*] indicates that certain information contained herein has been omitted and filed separately with the Commission on January 25, 2021. Confidential treatment has been requested with respect to such omitted portions.

(d) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument;

(e) Counterparts of this Agreement delivered to other Parties shall be delivered with the individual holdings information reflected on the signature pages hereto redacted; and

(f) This Agreement may be executed and delivered by electronic or original signature, and an executed Portable Document Format (.pdf) copy transmitted by email shall be treated as an original.

**[SIGNATURE PAGES FOLLOWING ON NEXT PAGE]**

**FOIA confidential treatment requested:** [\*\*\*\*] indicates that certain information contained herein has been omitted and filed separately with the Commission on January 25, 2021. Confidential treatment has been requested with respect to such omitted portions.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

***Signature of or on behalf of Cooperating Noteholders:***

Cooperating Noteholder:	Anchorage Capital Group, L.L.C. in its capacity as Investment Manager on behalf of its managed funds and accounts
Signature:	____ [•••] _____
Name of Signing Person:	____ [•••] _____
Title of Signing Person:	____ [•••] _____
Email Address:	____ [•••] _____
Date:	January 19, 2021

***Aggregate amounts beneficially owned or controlled by the Cooperating Noteholder:***

Convertible Notes:	\$58,637,000.00
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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

***Signature of or on behalf of Cooperating Noteholders:***

Cooperating Noteholder:	Brean Asset Management, LLC
Signature:	_____[•••]_____
Name of Signing Person:	_____[•••]_____
Title of Signing Person:	_____[•••]_____
Email Address:	_____[•••]_____
Date:	January 15, 2021

***Aggregate amounts beneficially owned or controlled by the Cooperating Noteholder:***

Convertible Notes:	\$4.7mm
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**FOIA confidential treatment requested:** [\*\*\*\*] indicates that certain information contained herein has been omitted and filed separately with the Commission on January 25, 2021. Confidential treatment has been requested with respect to such omitted portions.

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

***Signature of or on behalf of Cooperating Noteholders:***

Cooperating Noteholder: Amethyts Arbitrage International Master Fund

Signature: [...]

Name of Signing Person: [...]

Title of Signing Person: [...]

Email Address: [...]

Date: January 18, 2021

***Aggregate amounts beneficially owned or controlled by the Cooperating Noteholder:***

Convertible Notes: \$4,947,000

**FOIA confidential treatment requested:** [\*\*\*\*] indicates that certain information contained herein has been omitted and filed separately with the Commission on January 25, 2021. Confidential treatment has been requested with respect to such omitted portions.

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

***Signature of or on behalf of Cooperating Noteholders:***

Cooperating Noteholder:	Cyrus Capital Partners, L.P., in its capacity as investment manager to and on behalf of its managed funds and accounts that are Noteholders
Signature:	<u>[...]</u>
Name of Signing Person:	<u>[...]</u>
Title of Signing Person:	<u>[...]</u>
Email Address:	<u>[...]</u>
Date:	<u>January 19, 2021</u>

***Aggregate amounts beneficially owned or controlled by the Cooperating Noteholder:***

Convertible Notes:	\$108,427,000.00
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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

***Signature of or on behalf of Cooperating Noteholders:***

Cooperating Noteholder: Discovery Global Opportunity Master Fund, Ltd.

Signature: [...]

Name of Signing Person: [...]

Title of Signing Person: [...]

Email Address: [...]

Date: 1/19/2021

***Aggregate amounts beneficially owned or controlled by the Cooperating Noteholder:***

Convertible Notes: \$28,608,000.00

**FOIA confidential treatment requested:** [\*\*\*\*] indicates that certain information contained herein has been omitted and filed separately with the Commission on January 25, 2021. Confidential treatment has been requested with respect to such omitted portions.

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

***Signature of or on behalf of Cooperating Noteholders:***

Cooperating Noteholder:	Goldman Sachs Asset Management L.P., solely in its capacity as manager or advisor to certain of its funds and accounts and not as principal
Signature:	<u>[...]</u>
Name of Signing Person:	<u>[...]</u>
Title of Signing Person:	<u>[...]</u>
Email Address:	<u>[...]</u>
Date:	<u>January 21, 2021</u>

***Aggregate amounts beneficially owned or controlled by the Cooperating Noteholder:***

Convertible Notes:	\$21,468,000
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**FOIA confidential treatment requested:** [\*\*\*\*] indicates that certain information contained herein has been omitted and filed separately with the Commission on January 25, 2021. Confidential treatment has been requested with respect to such omitted portions.

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

***Signature of or on behalf of Cooperating Noteholders:***

Cooperating Noteholder:	Moore Capital Management, LP, in its capacity as an investment advisor on behalf of its managed funds and accounts
Signature:	_____[•••]_____
Name of Signing Person:	_____[•••]_____
Title of Signing Person:	_____[•••]_____
Email Address:	_____[•••]_____
Date:	January 15, 2021

***Aggregate amounts beneficially owned or controlled by the Cooperating Noteholder:***

Convertible Notes:	\$10,400,000
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**FOIA confidential treatment requested:** [\*\*\*\*] indicates that certain information contained herein has been omitted and filed separately with the Commission on January 25, 2021. Confidential treatment has been requested with respect to such omitted portions.

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

***Signature of or on behalf of Cooperating Noteholders:***

Cooperating Noteholder:	Whitebox Relative Value Partners, L.P.
Signature:	_____ [•••] _____
Name of Signing Person:	_____ [•••] _____
Title of Signing Person:	_____ [•••] _____
Email Address:	_____ [•••] _____

Date:	January 15, 2021
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***Aggregate amounts beneficially owned or controlled by the Cooperating Noteholder:***

Convertible Notes:	\$9,417,000.00
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**FOIA confidential treatment requested:** [\*\*\*\*] indicates that certain information contained herein has been omitted and filed separately with the Commission on January 25, 2021. Confidential treatment has been requested with respect to such omitted portions.

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

***Signature of or on behalf of Cooperating Noteholders:***

Cooperating Noteholder:	Whitebox GT Fund, LP
Signature:	____ [•••] _____
Name of Signing Person:	____ [•••] _____
Title of Signing Person:	____ [•••] _____
Email Address:	____ [•••] _____
Date:	January 15, 2021

***Aggregate amounts beneficially owned or controlled by the Cooperating Noteholder:***

Convertible Notes:	\$875,000.00
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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

***Signature of or on behalf of Cooperating Noteholders:***

Cooperating Noteholder:	Whitebox Multi-Strategy Partners, L.P.
Signature:	_____ [•••] _____
Name of Signing Person:	_____ [•••] _____
Title of Signing Person:	_____ [•••] _____
Email Address:	_____ [•••] _____
Date:	January 15, 2021

***Aggregate amounts beneficially owned or controlled by the Cooperating Noteholder:***

Convertible Notes:	\$12,678,000.00
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**FOIA confidential treatment requested:** [\*\*\*\*] indicates that certain information contained herein has been omitted and filed separately with the Commission on January 25, 2021. Confidential treatment has been requested with respect to such omitted portions.

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

***Signature of or on behalf of Cooperating Noteholders:***

Cooperating Noteholder:	Pandora Select Partners, L.P.
Signature:	____ [•••] _____
Name of Signing Person:	____ [•••] _____
Title of Signing Person:	____ [•••] _____
Email Address:	____ [•••] _____
Date:	January 15, 2021

***Aggregate amounts beneficially owned or controlled by the Cooperating Noteholder:***

Convertible Notes:	\$3,619,000.00
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**FOIA confidential treatment requested:** [\*\*\*\*] indicates that certain information contained herein has been omitted and filed separately with the Commission on January 25, 2021. Confidential treatment has been requested with respect to such omitted portions.

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Schedule ICertain Defined Terms

“Agreement Effective Date” means the date that holders of at least [\*\*\*\*]% of the outstanding principal amount of the Convertible Notes execute this Agreement

“Outside Termination Date” means 11:59 p.m. (prevailing Eastern time) on the date that is [\*\*\*\*] days after the occurrence of the Agreement Effective Date; provided, the Outside Termination Date may be extended for up to [\*\*\*\*] upon written consent (which may be by email to Stroock) of the Requisite Cooperating Noteholders; provided, further, the Outside Termination Date may be further extended for up to [\*\*\*\*] upon written consent (which may be by email to Stroock) of Cooperating Noteholders that are members of the Ad Hoc Group and who, in the aggregate as of the date of determination, own or control at least [\*\*\*\*]% in aggregate principal amount of the Convertible Notes owned or controlled by all members of the Ad Hoc Group as of such date; provided, further, that following the expiration of such extensions, the Outside Termination Date may only be extended upon the written consent (which may be by email to Stroock) of [\*\*\*\*].

“Requisite Cooperating Noteholders” means as of any date of determination, Cooperating Noteholders that are members of the Ad Hoc Group and who, in the aggregate as of such date, own or control at least [\*\*\*\*]% in aggregate principal amount of the Convertible Notes owned or controlled by all members of the Ad Hoc Group as of such date.

Exhibit AForm of Joinder Agreement

This JOINDER AGREEMENT (this “Joinder Agreement”) to the Cooperation Agreement, dated as of January 19, 2021 as amended, supplemented, amended and restated or otherwise modified from time to time, the “Agreement”), by and among certain holders of Convertible Notes (as defined therein) and/or their investment advisors or managers identified on the signature pages thereto, is executed and delivered by \_\_\_\_\_ (the “Joining Party”) as of \_\_\_\_\_, 2021. Each capitalized term used herein but not otherwise defined shall have the meaning set forth in the Agreement.

1. Agreement to be Bound. The Joining Party hereby agrees to be bound by the Agreement in its entirety (including with respect to any Convertible Notes beneficially owned by such Joining Party or as to which it has investment authority or discretion as of the date hereof or at any time after the date hereof) and to assume the transferor-Cooperating Noteholder’s obligations thereunder. The Joining Party hereby agrees that it is a “Cooperating Noteholder” and “Party” under, as defined in and for all purposes of the Agreement.

2. Representations and Warranties. The Joining Party hereby makes, as of the date set forth above, each of the representations and warranties set forth in the Agreement to each of the other Parties.

3. GOVERNING LAW; JURISDICTION; WAIVER OF JURY TRIAL. THIS JOINDER AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY CONFLICTS OF LAW PROVISION WHICH WOULD REQUIRE THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION. BY ITS EXECUTION AND DELIVERY OF THIS JOINDER AGREEMENT, THE JOINING PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES FOR ITSELF THAT ANY LEGAL ACTION, SUIT OR PROCEEDING AGAINST IT WITH RESPECT TO ANY MATTER UNDER OR ARISING OUT OF OR IN CONNECTION WITH THIS JOINDER AGREEMENT OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT RENDERED IN ANY SUCH ACTION, SUIT OR PROCEEDING, SHALL BE BROUGHT EXCLUSIVELY IN THE UNITED STATES DISTRICT COURT OR IN ANY STATE COURT OF COMPETENT JURISDICTION IN THE STATE OF NEW YORK, COUNTY OF NEW YORK. BY EXECUTION AND DELIVERY OF THIS JOINDER AGREEMENT, THE JOINING PARTY IRREVOCABLY ACCEPTS AND SUBMITS ITSELF TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS, GENERALLY AND UNCONDITIONALLY, WITH RESPECT TO ANY SUCH ACTION, SUIT OR PROCEEDING, AND WAIVES ANY OBJECTION IT MAY HAVE TO VENUE OR THE CONVENIENCE OF THE FORUM. THE JOINING PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS JOINDER AGREEMENT OR ANY POTENTIAL TRANSACTION CONTEMPLATED HEREBY.

[SIGNATURE PAGE FOLLOWING ON NEXT PAGE]

**FOIA confidential treatment requested:** [\*\*\*\*] indicates that certain information contained herein has been omitted and filed separately with the Commission on January 25, 2021. Confidential treatment has been requested with respect to such omitted portions.

IN WITNESS WHEREOF, the Joining Party has executed this Joinder Agreement as of the date first above written.

***Signature of or on behalf of Joining Party-Cooperating Noteholder:***

Cooperating Noteholder: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Name of Signing Person: \_\_\_\_\_  
Title of Signing Person: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
  
Date: \_\_\_\_\_

***Aggregate amounts beneficially owned or controlled by the Joining Party-Cooperating Noteholder:***

Convertible Notes: \$ \_\_\_\_\_

**FOIA confidential treatment requested:** [\*\*\*\*] indicates that certain information contained herein has been omitted and filed separately with the Commission on January 25, 2021. Confidential treatment has been requested with respect to such omitted portions.

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**AMENDED AND RESTATED ROFR AGREEMENT**

This Amended and Restated ROFR Agreement (the “Agreement”), dated as of January 22, 2021, is entered into by and among certain beneficial holders of the Convertible Notes (as defined below) and/or the investment managers, advisors or sub-advisors of certain beneficial holders of the Convertible Notes (each, a “Convertible Noteholder” and, collectively, the “Convertible Noteholders”) that are identified on the signature pages hereto (collectively, the “Initial Noteholder Parties”) or that become a party to this Agreement after the Effective Date (as defined below) (such parties, the “Additional Noteholder Parties”) by executing and delivering a joinder agreement (a form of which is annexed hereto as Exhibit A, (the “Joinder Agreement”)) (the Initial Noteholder Parties and the Additional Noteholder Parties each, together with each of their respective successors, permitted assigns and affiliates, a “Noteholder Party” and collectively, the “Noteholder Parties”).

**RECITALS**

**WHEREAS**, Intelsat S.A. (“S.A.”) issued 4.5% Convertible Senior Notes due 2025 (the “Convertible Notes”) pursuant to that certain Indenture dated as of June 18, 2018 (as may be amended, restated, supplemented, or otherwise modified from time to time, the “Convertible Notes Indenture”), among S.A., as issuer, the guarantors from time to time party thereto and BOKE, N.A., as successor trustee, collateral agent, registrar and paying agent thereunder;

**WHEREAS**, on or about April 14, 2020, S.A. and each of its direct and indirect subsidiaries (collectively, the “Company”) commenced voluntary chapter 11 cases (the “Chapter 11 Cases”) in the United States Bankruptcy Court for the Eastern District of Virginia;

**WHEREAS**, an ad hoc group of Convertible Noteholders (the “Ad Hoc Group”) formed and retained, among others, Stroock & Stroock & Lavan LLP (“Stroock”) as its counsel in connection with the Company’s Chapter 11 Cases;

**WHEREAS**, on January 13, 2021, the Initial Noteholder Parties entered into that certain ROFR Agreement (the “ROFR Agreement”);

**WHEREAS**, the Initial Noteholder Parties desire to amend and restate the ROFR Agreement pursuant to the terms of, and by executing and delivering, this Agreement; and

**WHEREAS**, each Noteholder Party is prepared to refrain from selling, transferring, exchanging, assigning or otherwise disposing of any of the Convertible Notes held by such Noteholder Party except as expressly permitted herein.

**NOW THEREFORE**, in consideration of the foregoing recitals, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Noteholder Parties, intending to be legally bound, agree as follows:

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**Section 1. Transfers of Convertible Notes.**

(a) From the Effective Date until the occurrence of a Termination Event (as defined below) or until the date such Noteholder Party otherwise ceases to be a Noteholder Party in accordance with the express terms of this Agreement, each Noteholder Party agrees that it shall not sell, loan, assign, transfer, hypothecate, exchange, tender, hold out for borrow or otherwise dispose of (including by participation), directly or indirectly, in whole or in part, its right, title or interest in any of its Convertible Notes to any other person or entity, or grant any proxies, deposit any of its Convertible Notes into a voting trust, or enter into a voting agreement with respect to any such Convertible Notes (each such act, a “Transfer”), unless (x) the Transfer is to an Affiliate or Related Fund (each as defined below) of the transferor Noteholder Party and such Affiliate or Related Fund agrees to be subject to the terms of this Agreement, or (y) prior to such Transfer, (A) the transferor Noteholder Party delivers a written notice (which may be by email) (a “ROFR Notice”) to Stroock and to each other Noteholder Party, which written notice shall include a description of the material terms and conditions of the proposed Transfer, including the principal amount of Convertible Notes to be transferred and the purchase price (the “ROFR Terms”) and (B) the transferor Noteholder Party provides each other Noteholder Party, for a period of at least two (2) business days after the delivery of the ROFR Notice (the “ROFR Period”), the right to purchase the Convertible Notes proposed to be transferred in the ROFR Notice from the transferor Noteholder Party on the ROFR Terms (the “ROFR Right”), which ROFR Right may be exercised by any Noteholder Party (at its sole discretion) by (i) delivering, prior to the expiration of the ROFR Period, a written notice (which may be by email) to Stroock and to the transferor Noteholder Party of its election to exercise its ROFR Right, and (ii) executing the purchase within five (5) business days thereafter. In the event any Noteholder Party fails to exercise its ROFR Right with respect to a ROFR Notice within the ROFR Period, such Noteholder Party shall be deemed to have waived its ROFR Right with respect to such Transfer.

In the event that more than one Noteholder Party elects to exercise the ROFR Right, then, unless otherwise agreed to in writing (which may be by email) among the electing Noteholder Parties, the purchase rights will be allocated ratably by reference to the outstanding principal amount of Convertible Notes then held by each electing Noteholder Party as compared to the aggregate outstanding principal amount of Convertible Notes then held by all electing Noteholder Parties.

(b) For the purposes of this Agreement, (A) “Affiliate” means, with respect to any person, any other person controlled by, controlling or under common control with such person; (B) “Related Fund” means, with respect to any person, any fund, account or investment vehicle that is controlled or managed by (1) such person, (2) an Affiliate of such person or (3) the same investment manager, advisor or subadvisor as such person or an Affiliate of such investment manager, advisor or subadvisor.

(c) Any Transfer of any Convertible Notes that does not comply with the terms and procedures procedure set forth herein shall be deemed void *ab initio*, and each other Noteholder Party shall have the right to enforce the voiding of such Transfer.

## **Section 2. Further Acquisition of Convertible Notes.**

This Agreement shall in no way be construed to preclude any Noteholder Party from acquiring on its or its Affiliates', Related Funds' or clients' behalf additional Convertible Notes; provided, however, that any such additional Convertible Notes so acquired shall automatically be subject to the terms of this Agreement; provided, further, that any such Noteholder Parties shall provide written notice of such acquisition of additional Convertible Notes to Stroock within two (2) business days of such acquisition.

## **Section 3. Effectiveness.**

This Agreement shall become effective (x) as to the Initial Noteholder Parties on such date that holders of at least 34% of the outstanding principal amount of the Convertible Notes execute this Agreement and (y) as to an Additional Noteholder Party upon the execution and delivery of a Joinder Agreement by such Additional Noteholder Party (the "Effective Date").

## **Section 4. Termination of the Parties' Obligations.**

(a) Any Noteholder Party that is not then in material breach of this Agreement (the "Terminating Noteholder") may terminate its obligations under this Agreement by giving written notice to each other Noteholder Party and to Stroock representing and certifying that it no longer beneficially owns or has investment authority or discretion over any Convertible Notes as a result of a transfer or series of transfers in compliance with Section 1 of this Agreement. Effective as of the date such notice is issued, the Terminating Noteholder's obligations under the Agreement shall terminate (the "Noteholder Termination Date") and shall be of no further force and effect and the Terminating Noteholder shall not have any continuing liability or obligation to any other Noteholder Party; provided, however, that nothing contained herein shall relieve the Terminating Noteholder from liability for its breach or non-performance of its obligations hereunder prior to the Noteholder Termination Date.

(b) This Agreement shall automatically terminate as to all Noteholder Parties upon the earliest to occur of the following events (any such event, a "Termination Event"):

(1) the entry into a written agreement terminating this Agreement by Noteholder Parties holding, in the aggregate, at least 80% of the outstanding principal amount of Convertible Notes held by all Noteholder Parties as of the date of such termination; or

(2) 11:59 p.m. New York Time on the date that is one (1) day after the occurrence of the effective date of a plan of reorganization of S.A. that is confirmed in the Chapter 11 Cases.

## **Section 5. Effects of Termination.**

Upon the occurrence of a Termination Event, this Agreement shall automatically terminate and shall be of no further force and effect and no Noteholder Party shall have any continuing liability or obligation to any other Noteholder Party; provided, however, that no termination shall relieve any Noteholder Party from liability for its breach or non-performance of its obligations hereunder prior to the Noteholder Termination Date or the date of a Termination Event.

## **Section 6. Representations and Warranties.**

Each Noteholder Party (severally and not jointly) represents, covenants and warrants to each other Noteholder Party, only as to itself and not as to each of the other Noteholder Parties, that the following statements are true and correct as of the date hereof with respect to such Noteholder Party:

(a) Holdings. Each Noteholder Party is the legal or beneficial holder of and/or the investment advisor or manager for the legal or beneficial holder (with the power to vote and dispose of the Convertible Notes, as applicable, on behalf of such beneficial holder) of the Convertible Notes identified on its signature page hereto. Holdings reported by each Noteholder Party upon execution of this Agreement shall include amounts with respect to any unsettled trades, which amounts shall be subject to this Agreement, subject to the closing of such trades. To the extent there has been a change in the principal amount of Convertible Notes legally or beneficially owned or controlled by any Noteholder Party in accordance with the terms of this Agreement, such Noteholder Party agrees to deliver to Stroock a written notice (which written notice may be delivered by email) reflecting the changed amounts beneficially owned or controlled by such Noteholder Party within two (2) business days of such transaction.

(b) Power, Authority and Authorization. Each Noteholder Party has the requisite power and corporate, limited liability company, limited partnership or similar authority to enter into this Agreement and perform all of such Noteholder Party's obligations under this Agreement, and the execution, delivery and performance of this Agreement by such Noteholder Party has been duly authorized by all necessary corporate, limited liability company, limited partnership or similar action on the part of such Noteholder Party, and the person executing this Agreement on behalf of such Noteholder Party is duly authorized to do so.

(c) No Conflicts. The execution, delivery and performance of this Agreement by such Noteholder Party does not and shall not (i) violate any provision of law, rule or regulation applicable to it or its organizational documents or (ii) conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any material contractual obligations to which it is a party or under its organizational documents.

(d) Binding Obligation. This Agreement is a legally valid and binding obligation of such Noteholder Party, enforceable against it in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws, both foreign and domestic, relating to or limiting creditors' rights generally or by equitable principles relating to enforceability.

(e) No Side Agreements. There are no undisclosed agreements or commitments between or among such Noteholder Party or any other person or entity regarding matters subject to the terms of this Agreement that are inconsistent with the terms of this Agreement.

## **Section 7. Reservation of Rights.**

Except as expressly provided in this Agreement, nothing herein is intended to, or does, in any manner waive, limit, impair or restrict the ability of each Noteholder Party to protect and preserve its rights, remedies and interests, including without limitation, its claims against the Company. If this Agreement is terminated for any reason, the Noteholder Parties reserve any and all rights. Nothing contained herein shall be construed as or be deemed to be evidence of an admission of any kind on the part of any Noteholder Party. Pursuant to Rule 408 of the Federal Rules of Evidence, any applicable state rules of evidence and any other applicable law, foreign or domestic, this Agreement and all negotiations relating thereto shall not be admissible into evidence in any proceeding other than a proceeding to enforce the Agreement's terms.

## **Section 8. Amendments and Waivers.**

This Agreement may not be modified, amended or supplemented, except in a writing signed by Noteholder Parties holding, in the aggregate, at least 80% of the outstanding principal amount of Convertible Notes held by all of the Noteholder Parties as the date of such modification, amendment or supplement; provided, however, that neither this clause nor the preceding clause of this Section 8 may be modified, amended or supplemented, except in a writing signed by each Noteholder Party; provided, further, that if the proposed modification, amendment, or supplement, has a material, disproportionate, and adverse effect on any Noteholder Party, then the consent of each such affected Noteholder Party shall also be required to effectuate such modification, amendment, or supplement.

## **Section 9. Successors and Assigns.**

This Agreement is intended to bind and inure to the benefit of the Noteholder Parties and their respective successors, assigns, heirs, executors, administrators and representatives; provided, however, that nothing contained in this Section shall be deemed to permit Transfers other than in accordance with Section 1 of this Agreement.

## **Section 10. No Third Party Beneficiaries; Relationship Among Parties.**

Unless expressly stated herein, this Agreement shall be solely for the benefit of the Noteholder Parties and no other person or entity shall be a third-party beneficiary hereof. No Noteholder Party shall have any responsibility for any trading by any other entity by virtue of this Agreement. No prior history, pattern, or practice of sharing confidences among or between the Noteholder Parties shall in any way affect or negate this understanding and agreement. The Noteholder Parties have no agreement, arrangement, or understanding with respect to acting together for the purpose of acquiring, holding, voting, or disposing of any equity interests of the Company and do not constitute a "group" within the meaning of Rule 13d-5 under the Securities Exchange Act of 1934, as amended. No Noteholder Party shall have, by reason of this Agreement, a fiduciary relationship in respect of any other Noteholder Party, and nothing in this Agreement, expressed or implied, is intended to or shall be so construed as to impose upon any Noteholder Party any obligations in respect of this Agreement except as expressly set forth herein.

Nothing contained herein shall be construed as an offer or acceptance with respect to any securities or a solicitation of acceptances of a chapter 11 plan within the meaning of section 1125 of Title 11 of the United States Code.

**Section 11. Specific Performance.**

It is understood and agreed by each Noteholder Party that money damages would not be a sufficient remedy for any breach of this Agreement by any Noteholder Party and each non-breaching Noteholder Party shall be entitled to specific performance and injunctive or other equitable relief as a remedy of any such breach, without the necessity of proving the inadequacy of money damages as a remedy. Each Noteholder Party agrees to waive any requirement for the securing or posting of a bond in connection with such remedy.

**Section 12. Notices.**

All written notices given hereunder or contemplated hereby may be given by email, as follows: (i) if addressed to any Noteholder Party, to the email address on the signature page of such Noteholder Party to this Agreement; and (ii) if addressed to Stroock, by email to Kristopher M. Hansen, Esq. at khansen@stroock.com, Daniel A. Fliman, Esq. at dliman@stroock.com, Sayan Bhattacharyya, Esq. at sbhattacharyya@stroock.com, and Isaac S. Sasson, Esq. at isasson@stroock.com.

**Section 13. Representation by Counsel.**

Each Noteholder Party acknowledges that it has been represented by counsel (or had the opportunity to and waived its right to do so) in connection with this Agreement. Accordingly, any rule of law or any legal decision that would provide any Noteholder Party with a defense to the enforcement of the terms of this Agreement against such Noteholder Party based upon lack of legal counsel shall have no application and is expressly waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the intent of the Noteholder Parties. None of the Noteholder Parties shall have any term or provision construed against such Noteholder Party solely by reason of such Noteholder Party having drafted the same.

**Section 14. Severability.**

If any provision of this Agreement, or the application of any such provision to any person or circumstance, shall be held invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision hereof or this Agreement shall continue in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Noteholder Party. Upon any such determination of invalidity, the Noteholder Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Noteholder Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

**Section 15. GOVERNING LAW; JURISDICTION; WAIVER OF JURY TRIAL**

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY CONFLICTS OF LAW PROVISION WHICH WOULD REQUIRE THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION. BY ITS EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH NOTEHOLDER PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES FOR ITSELF THAT ANY LEGAL ACTION, SUIT OR PROCEEDING AGAINST IT WITH RESPECT TO ANY MATTER UNDER OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT RENDERED IN ANY SUCH ACTION, SUIT OR PROCEEDING, MAY BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE STATE OF NEW YORK, COUNTY OF NEW YORK. BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH NOTEHOLDER PARTY IRREVOCABLY ACCEPTS AND SUBMITS ITSELF TO THE NONEXCLUSIVE JURISDICTION OF SUCH COURTS, GENERALLY AND UNCONDITIONALLY, WITH RESPECT TO ANY SUCH ACTION, SUIT OR PROCEEDING, AND WAIVES ANY OBJECTION IT MAY HAVE TO VENUE OR THE CONVENIENCE OF THE FORUM. EACH NOTEHOLDER PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

**Section 16. Survival.**

Notwithstanding the termination of this Agreement pursuant to Sections 4 and 5 hereof, the agreements and obligations of the Noteholder Parties in this Section 16 and Sections 5, 6, 10, 11, 12, 14, 15, and 17 shall survive such termination and shall continue in full force and effect in accordance with the terms hereof.

**Section 17. Miscellaneous.**

(a) Each Noteholder Party understands and agrees that each other Noteholder Party will rely upon such Noteholder Party's representations, covenants and warranties set forth in this Agreement;

(b) The captions used in this Agreement are for convenience only and are not to be considered in construing or interpreting this Agreement;

(c) This Agreement constitutes the entire agreement between the Noteholder Parties and supersedes all prior and contemporaneous agreements, representations, warranties and understandings of the Noteholder Parties, whether oral, written or implied, as to the subject matter hereof.

(d) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument;

(e) Counterparts of this Agreement delivered to other Noteholder Parties shall be delivered with the individual holdings information reflected on the signature pages hereto redacted; and

(f) This Agreement may be executed and delivered by electronic or original signature, and an executed Portable Document Format (.pdf) copy transmitted by email shall be treated as an original.

**[SIGNATURE PAGES FOLLOWING ON NEXT PAGE]**

IN WITNESS WHEREOF, the Noteholder Parties have executed this Agreement as of the date first above written.

***Amounts beneficially owned or controlled by the Noteholder Party:***

Convertible Notes: \$108,427,000.00

Name of Noteholder Party:

Cyrus Capital Partners, L.P., in its capacity as investment manager to and on behalf of its managed funds and accounts that are Noteholder Parties

***Signature of or on behalf of Noteholder Party:***

Signature:

\_\_\_\_\_[•••]\_\_\_\_\_

Name of Signing Person:

\_\_\_\_\_[•••]\_\_\_\_\_

Title of Signing Person:

\_\_\_\_\_[•••]\_\_\_\_\_

Email Address:

\_\_\_\_\_[•••]\_\_\_\_\_

Date:

January 22, 2021

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***Amounts beneficially owned or controlled by the Noteholder Party:***

Name of Noteholder Party: Discovery Global Opportunity Master Fund, Ltd.

Date: January 22, 2021

**Exhibit A**

**Form of Joinder Agreement**

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## **Joinder Agreement to ROFR Agreement**

The undersigned hereby acknowledges that it has reviewed and understands the Amended and Restated ROFR Agreement (as amended, supplemented, or otherwise modified from time to time in accordance with the terms thereof, the “Agreement”) dated as of January 22, 2021, by and by and among certain beneficial holders of the Convertible Notes and/or the investment managers, advisors or sub-advisors of certain beneficial holders of the Convertible Notes identified on the signature pages thereto, and agrees to be bound as a Noteholder Party to the terms and conditions thereof binding on the Noteholder Parties with respect to all Convertible Notes held by the undersigned.<sup>1</sup>

The undersigned hereby makes the representations and warranties of the Noteholders Parties set forth in Section 6 of the Agreement to each other Noteholder Party, effective as of the date hereof.

This joinder agreement shall be governed by the governing law set forth in the Agreement.

IN WITNESS WHEREOF, the Noteholder Parties have executed this joinder as of the date written below.

### ***Amounts beneficially owned or controlled by the Noteholder Party:***

Convertible Notes: \$ \_\_\_\_\_

Name of Noteholder Party: \_\_\_\_\_

### ***Signature of or on behalf of Noteholder Party:***

Signature: \_\_\_\_\_

Name of Signing Person: \_\_\_\_\_

Title of Signing Person: \_\_\_\_\_

Email Address: \_\_\_\_\_

Date: \_\_\_\_\_

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<sup>1</sup> Defined terms used but not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

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