
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

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

Date of Report (Date of earliest event reported): April 7, 2021

INTELSAT S.A.

(Exact Name of Registrant as Specified in its Charter)

Grand Duchy of Luxembourg
(State or other jurisdiction
of incorporation)

001-35878
(Commission
File Number)

98-1009418
(I.R.S. Employer
Identification No.)

**4 rue Albert Borschette
Luxembourg
Grand Duchy of Luxembourg
L-1246**
(Address of principal executive offices)

+352 27-84-1600
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act: None

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

ITEM 7.01. REGULATION FD DISCLOSURE.

As previously reported, on May 13, 2020, Intelsat S.A. (the “Company”) and certain of its subsidiaries (together with the Company, the “Debtors”) commenced voluntary cases (the “Chapter 11 Cases”) under Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Eastern District of Virginia. Further, as previously reported, on February 11, 2021, the Debtors entered into that certain Plan Support Agreement (together with all exhibits and schedules thereto, the “PSA”), with certain of the Debtors’ prepetition secured and unsecured creditors (the “Consenting Creditors”), which contains, among other things, certain covenants on the part of the Debtors and the Consenting Creditors, including that the Consenting Creditors vote in favor of the *Joint Chapter 11 Plan of Reorganization of Intelsat S.A. and Its Debtor Affiliates*.

In connection with the Chapter 11 Cases and potential restructuring transactions involving the Company and/or certain of the Company’s indebtedness, the Company entered into confidentiality agreements with certain creditors who are not Consenting Creditors (as well as certain Consenting Creditors) in an effort to build consensus for potential restructuring transactions, and in which the Company agreed to publicly disclose certain information, including material non-public information thereunder (the “Cleansing Materials”), upon the occurrence of certain events set forth in the confidentiality agreements. The Company is furnishing the Cleansing Materials as Exhibit 99.1 hereto in satisfaction of its obligations under such confidentiality agreements.

While discussions are ongoing, as of April 7, 2021, the Company had not reached an agreement with respect to the material terms of such potential restructuring transactions with certain creditors who are not Consenting Creditors, and there can be no assurances that such an agreement will be reached in the future. The latest written term sheets summarizing the material terms of such potential restructuring transactions is attached as Exhibit 99.1 hereto. For the avoidance of doubt, the PSA remains in effect.

The information in this Form 8-K and the exhibits attached hereto shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), nor shall they be deemed incorporated by reference into any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such filing.

Cautionary Note Regarding the Company’s Securities

The Company cautions that trading in the Company’s securities during the pendency of the Chapter 11 Cases is highly speculative and poses substantial risks. Trading prices for the Company’s securities may bear little or no relationship to the actual recovery, if any, by holders of the Company’s securities in the Chapter 11 Cases. The Company expects that holders of the Company’s common shares could experience a significant or complete loss on their investment, depending on the outcome of the Chapter 11 Cases.

ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
99.1	Cleansing Materials — Term Sheets
104	Cover Page Interactive Data File — the cover page XBRL tags are embedded within the Inline XBRL document

SIGNATURE

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

INTELSAT S.A.

Date: April 7, 2021

By: /s/ Michelle Bryan
Name: Michelle Bryan
Title: Executive Vice President, General Counsel, Chief
Administrative Officer & Secretary

Company Proposal

DIP and Secured Debt		<ul style="list-style-type: none"> • Refinanced in full at exit with new first lien debt. • Debt at emergence: \$7.25 billion. • Exit first lien term loan and notes backstopped by Jackson Crossover Ad Hoc Group. <ul style="list-style-type: none"> • Backstop Premium equal to 2.5%, subject to financing terms reasonably acceptable to the Company. • Secured Creditor Settlement same as in plan of reorganization filed on February 12, 2021, subject to a reservation of rights for Jackson Crossover Ad Hoc Group to object to settlement.
Existing Jackson Unsecured Debt	Cash	• \$750 million.
	Common Equity	• 95% prior to any exercise of warrants and subject to dilution by the MIP and CVRs.
	CVR	• None.
Existing HoldCo Debt (ICE, Envision, Lux, Intelsat S.A.) ("HoldCo Consideration")	Cash	• Cash remaining at HoldCos plus \$37.5 million from Jackson, net of transaction costs/fees.
	Common Equity	• 5% prior to any exercise of warrants and subject to dilution by the MIP and CVRs.
	Warrants	<ul style="list-style-type: none"> • 8% warrants struck at \$3.75 billion (7% above plan equity value). • 1.5% warrants struck at \$5.625 billion (60% above plan equity value).
	CVR	• 33% of any CVR proceeds, net of fees, taxes, and expenses; equity issued on account of CVR to be issued at plan value (adjusted for CVR proceeds remaining at the Company); aggregate CVR proceeds value capped at \$300 million.
MIP		• Up to 8% of common equity (6.375% granted at emergence).
Other		• Commercially reasonable efforts to emerge as a private company.

Jackson Crossover Ad Hoc Group Proposal

DIP and Secured Debt		<ul style="list-style-type: none"> • Refinanced in full at exit with new first lien debt. • Debt at emergence: \$7.125 billion. • Exit first lien term loan and notes backstopped by Jackson Crossover Ad Hoc Group. <ul style="list-style-type: none"> • Backstop Premium equal to 2.5%. • Make-whole settlement equal to: <ul style="list-style-type: none"> • 2022 Secured Notes – \$55 million for June 2021 emergence and \$34 million for December 2021 emergence; • 2024 Secured Notes – none. • Agree to current default interest settlement as part of a global settlement on Make-whole amounts.
Existing Jackson Unsecured Debt	Cash	• \$625 million.
	Common Equity	• 95% prior to any exercise of warrants and subject to dilution by the MIP and CVRs.
	CVR¹	• 70% of any CVR proceeds, net of fees, taxes, and expenses ² ; equity issued on account of CVR to be issued at market or appraised value and capped at \$175 million ³ .
Existing HoldCo Debt (ICE, Envision, Lux, Intelsat S.A.) (“HoldCo Consideration”)	Cash	<ul style="list-style-type: none"> • Cash remaining at HoldCos, net of transaction costs/fees. • Allocation to achieve global deal without further cost to Jackson.
	Common Equity	• 5% prior to any exercise of warrants and subject to dilution by the MIP and CVRs.
	Warrants	<ul style="list-style-type: none"> • 8% warrants struck at \$4.5 billion equity value (25% above plan equity value of \$3.625 billion). • 1.5% warrants struck at \$5.4 billion equity value (50% above plan equity value of \$3.625 billion).
	CVR¹	• 28% of any CVR proceeds, net of fees, taxes, and expenses ² ; equity issued on account of CVR to be issued at market or appraised value and capped at \$70 million ³ .
C-Band CVR¹		• CVR is triggered upon \$4.9 billion of proceeds received and retained by Jackson (to be reduced by any amount paid to SES).
MIP		<ul style="list-style-type: none"> • Target pool of \$115 million (3.2%) up to \$184 million (5.1%) with performance leverage. <ul style="list-style-type: none"> • \$48 million (1.3%) up to \$77 million (2.1%) granted at emergence with performance leverage (3-year ratable vesting on time-based RSUs). • 2% of any CVR proceeds, net of fees, taxes, and expenses²; equity issued on account of CVR to be issued at market or appraised value and capped at \$5 million³.

¹ Based on C-Band proceeds received in excess of \$4.9 billion in Accelerated Relocation Payments.

² Including any additional costs to clear faster which are not covered by FCC cost reimbursements.

³ At the option of the Company, CVR consideration to be paid in cash. Aggregate equity issued at market or appraised value (measured at the time incremental C-Band proceeds are received) / cash paid on account of C-Band CVR capped at \$250 million.

Other

- Company will not be public unless the Jackson Crossover Ad Hoc Group consents.
- Board selected by Jackson Crossover Ad Hoc Group steering committee – process TBD.
- Assumes no further value provided by Jackson to any HoldCo or any HoldCo creditor, other than the value to be received by HoldCos as set forth in this term sheet (the “HoldCo Consideration”).
- Assumes (a) court approval of 9019 agreement among HoldCos at or prior to confirmation; (b) maintenance of tax unity; and (c) confirmed plan / 9019 settlement shall provide for: (i) broad plan / settlement injunction preventing interference with restructuring transactions (including in Luxembourg) and (ii) full mutual releases/injunction/no further litigation, which plan, for the avoidance of doubt, shall be in form and substance satisfactory to the Jackson Crossover Ad Hoc Group.
- If court does not confirm plan embodying above conditions, then (a) no HoldCo Consideration shall be distributed and (b) the Jackson plan shall automatically toggle to a Jackson only plan, and Debtors shall exert their best efforts to obtain confirmation and consummation of such plan for Jackson and its subsidiaries, and which plan shall be in form and substance satisfactory to the Jackson Crossover Ad Hoc Group.
- If there is no settlement with a creditor constituency, then the Jackson Crossover Ad Hoc Group may continue to prosecute the guarantee litigation (including both the motions for summary judgment and objections) against the applicable non-settling creditor constituency and such creditor constituency’s respective debtor(s), and the debtors shall not participate in that litigation. If there is a settlement approved by the Jackson Crossover Group with all creditor constituencies and all HoldCos, then the guarantee litigation shall be put on hold, subject to confirmation of a plan supported by the Jackson Crossover Ad Hoc Group. If such plan is not confirmed, the Jackson Crossover Ad Hoc Group may continue to prosecute the guarantee litigation and the debtors shall not participate in such litigation.
- HoldCos to pay (a) 100% of HoldCo advisor professional fees and expenses and (b) 23% of fees and expenses of professionals retained to represent all Debtors.