

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

In re	)	
	)	Case No. 20-32243 (MI)
	)	
SPEEDCAST INTERNATIONAL, LIMITED, <i>et al.</i> ,	)	Chapter 11
	)	
Debtors. <sup>1</sup>	)	(Jointly Administered)
	)	
	)	
	)	

**DECLARATION OF AMY R. WOLF IN SUPPORT OF CENTERBRIDGE PARTNERS,  
L.P.'S JOINDER IN DEBTORS' EMERGENCY MOTION TO COMPEL PRODUCTION  
OF DOCUMENTS FROM BLACK DIAMOND CAPITAL MANAGEMENT, L.L.C.**

Pursuant to 28 U.S.C. § 1746, I, Amy R. Wolf, declare as follows:

1. I am of counsel at the law firm of Wachtell, Lipton, Rosen & Katz, attorneys for Centerbridge Partners, L.P. and certain of its affiliates ("Centerbridge"). I respectfully submit this declaration in connection with *Centerbridge Partners, L.P.'s Joinder in Debtors' Emergency Motion to Compel Production of Documents from Black Diamond Capital Management, L.L.C.*

2. Attached hereto as Exhibit 1 is a true and correct copy of Centerbridge Partners, L.P.'s First Request for Production to Black Diamond Capital Management, L.L.C., dated October 12, 2020.

3. Attached hereto as Exhibit 2 is a true and correct copy of Black Diamond Capital Management, L.L.C.'s Responses and Objections to Centerbridge Partners L.P.'s Request for Production, dated October 26, 2020.

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<sup>1</sup> A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <http://www.kccllc.net/speedcast>. The Debtors' service address for the purposes of these chapter 11 cases is 4400 S. Sam Houston Parkway East, Houston, Texas 77048.



4. Attached hereto as Exhibit 3 is a true and correct copy of my letter to Albert L. Hogan, III, Esq. of Skadden, Arps, Slate, Meagher & Flom LLP, counsel to Black Diamond Capital Management, L.L.C., dated November 2, 2020.

5. I declare under penalty of perjury that the foregoing is true and correct.

Dated: New York, New York  
November 6, 2020

/s/ Amy R. Wolf

Amy R. Wolf (admitted *pro hac vice*)  
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# **Exhibit 1**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

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*In re:*

SPEEDCAST INTERNATIONAL,  
LIMITED, *et al.*,

Debtors.<sup>1</sup>

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)  
) Case No. 20-32243 (MI)  
)  
) Chapter 11  
)  
) (Jointly Administered)  
)  
)

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**CENTERBRIDGE PARTNERS, L.P.’S FIRST REQUEST FOR PRODUCTION  
TO BLACK DIAMOND CAPITAL MANAGEMENT, L.L.C.**

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Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure, made applicable to this matter by Rules 7026, 7034, and 9014 of the Federal Rules of Bankruptcy Procedure, Centerbridge Partners, L.P. (“Centerbridge”), by and through their attorneys, hereby requests that Black Diamond (as defined below) produce the documents hereinafter specified (individually, a “Document Request” and, collectively, the “Document Requests”) to Vinson & Elkins LLP, 1001 Fannin Street, Suite 2500, Houston, TX 77002 by **October 26, 2020**, in accordance with the applicable rules and the Definitions and Instructions below.

These Document Requests relate to:

- i. the *Disclosure Statement for Joint Chapter 11 Plan of Speedcast International Limited and its Debtor Affiliates* [Dkt. No. 810] (as may be amended, supplemented, or otherwise modified, the “Disclosure Statement”);
- ii. the *Joint Chapter 11 Plan of Speedcast International Limited and its Debtor Affiliates* appended as Exhibit A to the Disclosure Statement (as may be amended, supplemented, or otherwise modified, the “Plan”);
- iii. the *Emergency Motion of Debtors for Entry of Order (I) Scheduling Combined Hearing on (A) Adequacy of Disclosure Statement and (B) Confirmation of Plan; (II) Conditionally Approving Disclosure Statement; (III) Approving Solicitation*

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<sup>1</sup> A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <http://www.kccllc.net/speedcast>. The Debtors’ service address for the purposes of these chapter 11 cases is 4400 S. Sam Houston Parkway East, Houston, Texas 77048.

*Procedures and Form and Manner of Notice of Combined Hearing and Objection Deadline; (IV) Fixing Deadline to Object to Disclosure Statement and Plan; (V) Approving Notice and Objection Procedures for the Assumption of Executory Contracts and Unexpired Leases; (VI) Approving Plan Sponsor Selection Procedures; and (VIII) Granting Related Relief* [Dkt. No. 811]; and

- iv. potential opposition by Black Diamond to the above-referenced filings.

### **DEFINITIONS**

1. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the *Joint Chapter 11 Plan of Speedcast International Limited and its Debtor Affiliates* appended as Exhibit A to Dkt. No. 810 (the “Plan”).

2. “363 Sale” means any proposed or potential sale of any or all of the Debtors’ assets pursuant to section 363 of the Bankruptcy Code.

3. “All” (whether or not capitalized) as used herein means any and all.

4. “Alternative Restructuring Proposal” means any proposed or potential reorganization or restructuring of the Debtors other than that embodied in the Plan.

5. “And” (whether or not capitalized) and “or” as used herein are both conjunctive and disjunctive as necessary to bring within the scope of the Document Request all responses that might otherwise be construed to be outside its scope.

6. “Black Diamond” means Black Diamond Capital Management, L.L.C., together with any funds or entities managed by or affiliated with Black Diamond Capital Management, L.L.C. that hold SFA Debt or are otherwise potentially or proposed to be involved in the above-captioned cases or in the acquisition of the Debtors or any of their assets, and any of each of their former or present agents, representatives or professionals (including Skadden, Arps, Slate, Meagher & Flom LLP), and all other persons acting or purporting to act on any of their behalf.

7. “Committee” means the Official Committee of Unsecured Creditors appointed in the above-captioned cases and any of each of its former or present agents, representatives or

professionals (including Hogan Lovells US LLP and Berkeley Research Group, LLC), and all other persons acting or purporting to act on any of their behalf.

8. “Communication” means every manner of communication, disclosure or exchange, and every communication, disclosure or exchange, of information, whether orally or by document, or whether face-to-face, by telephone, telegram, mail, email, personal delivery, electronically, facsimile, text message, or otherwise.

9. “Debtors” shall mean Speedcast International Limited and its debtor affiliates, and any of each of their successors, predecessors, former or present agents, representatives or professionals (including Weil, Gotshal & Manges LLP, Moelis & Company LLC, Moelis Australia Advisory Pty Ltd. and FTI Consulting, Inc.), and all other persons acting or purporting to act on any of their behalf.

10. “Document” means anything within the scope of Federal Rule of Evidence 1001 or Federal Rule of Civil Procedure 34, including the original, drafts, revisions, and nonidentical copies of any written, typed, printed, recorded, magnetic, graphic, or other form of memorialization or communication, and also including all electronically stored information, internal memoranda, papers, books, letters, email, facsimiles, instant messages, text messages, calendars, appointment books, schedules, telegrams, correspondence, reports, agreements, contracts, leases, recordings, notations, or memorials of telephone conversations or meetings or conferences, interoffice communications, or work papers, as well as any data, information, or statistics contained within any storage module, backup tape, disc, or other memory device, or other information retrievable from storage systems, including computer-generated reports and printouts, however produced or reproduced, of every kind and description, in every format in which they appear.

11. “External Communications” means Communications between You and any person who is not You (as defined herein).
12. “Genesis Park” shall mean Genesis Park LLC and its affiliates, partners, representatives, agents, advisors, and attorneys.
13. “Including” (whether or not capitalized) means including without limitation.
14. “MJX” means MJX Asset Management, together with any funds or entities managed by or affiliated with MJX Asset Management that hold SFA Debt or are otherwise potentially or proposed to be involved in the above-captioned cases or in the acquisition of the Debtors or any of their assets, and its affiliates, partners, representatives, agents, advisors and attorneys.
15. “Person” (whether or not capitalized) or “persons” means all entities, including individuals, associations, companies, partnerships, joint ventures, corporations, trusts, estates, agencies, or governmental entities. Where a person other than an individual is involved (*e.g.*, a corporation, partnership, governmental entity, or agency), “person” or “persons” shall include each and all of its or their present and former subsidiaries, parents, affiliates, predecessors, and successors, and any other Person who acted or is acting on its behalf.
16. “Relate to” (whether or not capitalized), “relating to” or “concerning” means constituting, containing, embodying, comprising, reflecting on, identifying, stating, referring to, dealing with, commenting on, responding to, describing, involving, pertaining to, or evidencing.
17. “SFA Debt” means all amounts owed pursuant to the Syndicated Facility Agreement, dated as of May 15, 2018 (as amended, restated, supplemented or otherwise modified) by and among (i) Speedcast International Limited and certain of its subsidiaries, as borrowers, (ii) the lenders party thereto, (iii) the Issuing Banks (as defined therein), and

(iv) Black Diamond Commercial Finance, L.L.C., as administrative agent, collateral agent and security trustee.

18. “Unsecured Creditor” means a holder of an unsecured claim, whether disputed or undisputed, liquidated or unliquidated, contingent or fixed, against the Debtors.

19. “You” (whether or not capitalized) or “your” or any form of these words means Black Diamond Capital Management, L.L.C., together with any funds or entities managed by or affiliated with Black Diamond Capital Management, L.L.C. that hold SFA Debt or are otherwise potentially or proposed to be involved in the above-captioned cases or in the acquisition of the Debtors or any of their assets, and any of each of its former or present agents, representatives or professionals (including Skadden, Arps, Slate, Meagher & Flom LLP), and all other persons acting or purporting to act on any of their behalf.

20. The use of the singular form of any word includes the plural and vice versa. The feminine includes the masculine and neuter genders and vice versa. The past tense includes the present tense where the clear meaning is not distorted by the change of tense.

21. The name of any person or professional firm refers also to that person or professional firm’s successors, predecessors, subsidiaries, parents, affiliates, former or present agents, representatives, employees or professionals, and all other persons or entities acting or purporting to act on any of their behalf.

### **INSTRUCTIONS**

A. In responding to these Document Requests, you are required to produce all responsive documents within your possession, custody, or control, as well as all other responsive documents that are currently possessed or controlled by you, by your present or former attorneys, agents, professionals (including Skadden, Arps, Slate, Meagher & Flom LLP), employees,

officers, directors or managers, advisors, or representatives, or by any other legal entities controlled by or affiliated with you.

B. Please state if no documents responsive to a particular Document Request exist.

C. These Document Requests are ongoing and continuing in nature. Any responsive documents received or identified by you after the date of your initial response must be produced to counsel for Cyprus pursuant to these Document Requests.

D. In the event that any objection to a Definition, an Instruction, or any Document Request is made, such objection should: (a) be in writing; (b) describe in detail the legal and factual basis for such objection; (c) clearly indicate to which part or portion of the Definition, Instruction, or Document Request the objection is directed; (d) clearly indicate whether any information has been withheld based upon the objection; and (e) provide all information to which the objection is not made as if such part or portion were propounded as a separate Document Request.

E. All documents produced shall be organized and labeled to correspond with the requests in these Document Requests or shall be produced as they are kept in the ordinary course of business. Any document relating to one or more requests may be grouped with documents in any applicable request.

F. All documents produced shall be produced in their entirety notwithstanding the fact that portions thereof may contain information not requested. All interim as well as final versions or drafts of the documents shall be produced, and all versions or copies that are not identical to the original or another produced copy, whether due to handwritten notations, modifications, changes, amendments, revisions, or otherwise, shall be produced.

G. For any document or other requested information no longer in existence and for which there is some record of its existence or destruction, identify the document or other information, and state how, when, and why it passed out of existence or cannot be located.

H. If any document or information requested is claimed to be immune from discovery on the grounds of privilege or other exemption, then identify for each such document or information the purported privilege or exemption claimed, state the basis for the privilege or exemption asserted, and describe the information alleged to be privileged in detail sufficient to determine whether the privilege has been properly invoked, as and to the extent required by Federal Rule of Civil Procedure 26(b)(5), made applicable by Bankruptcy Rules 7026 and 9014.

I. Unless otherwise specified, all Document Requests request information from July 1, 2020 to the present.

J. Centerbridge is willing to meet and confer regarding the scope of these Requests, including, but not limited to, the number and identity of relevant custodians, the use of search terms, the applicable time period, and any other reasonable limitation that would otherwise reduce the burden to Black Diamond in responding to the Requests.

### **DOCUMENT REQUESTS**

1. Documents sufficient to show any and all understandings and agreements between Black Diamond and any holder of SFA Debt, including without limitation MJX, concerning the SFA Debt and/or the Debtors, including with respect to any credit bid of the SFA Debt and the future governance and control over any reorganized Debtor entity or entity proposed to acquire the Debtors or any of their assets or equity. This request has no date limitation.

2. Documents sufficient to support Your assertion that You “constitute the Required Lenders under the . . . Prepetition Credit Facilities . . . .” Dkt. No. 666 ¶ 1 n.3.
3. All External Communications concerning the Plan and Disclosure Statement and the restructuring described therein, including, but not limited to, communications between or among You, any holder of SFA Debt, Genesis Park, the Committee, and/or any Unsecured Creditor.
4. All External Communications, including without limitation communications between or among You, Genesis Park, any holder of SFA Debt, the Committee and/or any Unsecured Creditor concerning any Alternative Restructuring Proposal or 363 Sale, including:
  - a. A credit bid of all or a portion of the SFA Debt in connection with such Alternative Restructuring Proposal or 363 Sale;
  - b. the governance of any successor to the Debtors or acquisition entity concerning the Debtors, including rights of minority equity owners of such successor or acquisition entity, in connection with such Alternative Restructuring Proposal or 363 Sale;
  - c. the proposed marketing process and procedures for any auction or plan sponsor selection process for the Debtors or their assets in connection with such Alternative Restructuring Proposal or 363 Sale; and
  - d. the treatment of or distribution to general unsecured creditors in connection with such Alternative Restructuring Proposal or 363 Sale.

5. All communications between You and any Unsecured Creditor concerning such Unsecured Creditor's claim against the Debtors, including with respect to the actual or potential purchase of such claim.
6. All text messages, chat history (from any chat applications) and/or emails from any Black Diamond employees that are responsive to any of the foregoing Requests, regardless of whether such text messages, chat history, or emails are stored on Black Diamond-issued or external devices and accounts.
7. All documents that You intend to rely on in support of your objection to the Plan and/or Disclosure Statement.

Dated: Houston, Texas  
October 12, 2020

/s/ Matthew W. Moran

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/s/ Amy R. Wolf

Richard G. Mason (admitted *pro hac vice*)  
Amy R. Wolf (admitted *pro hac vice*)  
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Angela K. Herring (admitted *pro hac vice*)  
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akherring@wlrk.com

*Attorneys for Centerbridge Partners, L.P. and  
certain of its affiliates*

**CERTIFICATE OF SERVICE**

I hereby certify that on October 12, 2020, a true and correct copy of *Centerbridge Partners, L.P.'s First Request for Production to Black Diamond Capital Management, L.L.C.* was served by electronic mail on the following: Amy.VanGelder@skadden.com; Carl.Tullson@skadden.com; al.hogan@skadden.com; ron.meisler@skadden.com; Elizabeth.simon@skadden.com; christopher.dressel@skadden.com; Timothy.Frey@skadden.com.

Dated: New York, New York  
October 12, 2020

/s/ Angela K. Herring  
Richard G. Mason (admitted *pro hac vice*)  
Amy R. Wolf (admitted *pro hac vice*)  
John R. Sobolewski (admitted *pro hac vice*)  
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# **Exhibit 2**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

**In re:**

**SPEEDCAST INTERNATIONAL  
LIMITED, *et al.*,**

**Debtors.<sup>1</sup>**

§  
§  
§  
§  
§  
§  
§  
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**Chapter 11**

**Case No. 20-32243 (MI)**

**Jointly Administered**

**BLACK DIAMOND CAPITAL MANAGEMENT, L.L.C.’S RESPONSES AND  
OBJECTIONS TO CENTERBRIDGE PARTNERS L.P.’S REQUEST FOR  
PRODUCTION**

Pursuant to Rule 26 of the Federal Rules of Civil Procedure, made applicable by Rules 7026 and 9014 of the Federal Rules of Bankruptcy Procedure, Black Diamond Management, LLC (“Black Diamond”) hereby responds and objects to Centerbridge Partners L.P.’s (“Centerbridge”) October 12, 2020 Requests for the Production of Documents (the “Requests”).

**General Objections**

Black Diamond generally objects to the Requests as follows:

1. Black Diamond objects to the Requests to the extent they seek information that is covered by the attorney-client privilege, the work product doctrine, or any other applicable privilege. Black Diamond will not disclose such information, nor search for or produce such documents, and inadvertent disclosure or production is not a waiver of any privilege or immunity.

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<sup>1</sup> A complete list of the Debtors in these Chapter 11 Cases may be obtained on the website of the Debtors’ claims and noticing agent at <http://www.kccllc.net/speedcast>. The Debtors’ service address for the purposes of these Chapter 11 Cases is 4400 S. Sam Houston Parkway East, Houston, Texas 77048.

2. Black Diamond objects to the Requests because they are vague, overly broad, and request “documents” and “communications” without limitation. Responding to the Requests as drafted would impose a burden on Black Diamond that is not proportional to the needs of these Chapter 11 Cases.

3. Black Diamond objects to the Requests to the extent that they assume the existence of facts that do not exist and the occurrence of events that did not occur, or constitute an inaccurate characterization of the facts and events. Black Diamond does not admit, adopt, or acquiesce in any factual or legal contention, assertion, characterization, or implication that is contained in the Requests.

4. Black Diamond objects to the Requests to the extent they purport to seek internal Black Diamond communications, and/or Black Diamond’s communications with its advisors. Black Diamond will not search for, review, or produce any internal communications in response to the Requests.

5. Black Diamond objects to Instruction I as overbroad and unduly burdensome to the extent it requires the production of documents from July 1, 2020, to the present.

### **Specific Objections**

Subject to its General Objections above, Black Diamond further objects and responds to the Requests as follows:

#### **Document Request No. 1:**

Documents sufficient to show any and all understandings and agreements between Black Diamond and any holder of SFA Debt including, without limitation, MJX, concerning the SFA Debt and/or the Debtors, including with respect to any credit bid of the SFA Debt and the future governance and control over any reorganized Debtor entity or entity proposed to acquire the Debtors or any of their assets or equity. This request has no date limitation

Response to Document Request No. 1:

Black Diamond objects to this request because the date range and subject matter are overbroad, and producing documents consistent with this instruction would impose a burden on Black Diamond that is not proportional to the needs of these Chapter 11 Cases. In particular, Black Diamond would be unduly harmed if it had to provide such communications to Centerbridge, a competitor of Black Diamond. Black Diamond further objects to this request because it is ambiguous in scope to the extent it seeks “all understandings and agreements” between Black Diamond and holders of SFA Debt. Black Diamond will not produce any documents in response to Request No. 1.

Document Request No. 2:

Documents sufficient to support Your assertion that You “constitute the Required Lenders under the . . . Prepetition Credit Facilities . . . .” Dkt. No. 666 ¶ 1 n.3.

Response to Document Request No. 2:

Black Diamond objects to this request because it seeks privileged and confidential information. Subject to this and the General Objections, Black Diamond will produce documents sufficient to show Black Diamond’s holdings under the Prepetition Credit Facilities.

Document Request No. 3:

All External Communications concerning the Plan and Disclosure Statement and the restructuring described therein, including, but not limited to, communications between or among You, any holder of SFA Debt, Genesis Park, the Committee, and/or any Unsecured Creditor.

Response to Document Request No. 3:

Black Diamond objects to this request because it is overbroad and responding to this request would impose a burden on Black Diamond that is not proportional to the needs of these Chapter 11 Cases. In particular, Black Diamond objects to the production of confidential

negotiations and documents reflecting its business strategy to Centerbridge, a competitor of Black Diamond. Black Diamond further objects to this request because it seeks materials that are unrelated to Black Diamond's legal objections to the Plan and Disclosure Statement, and are therefore not relevant to issues currently before the Court in these Chapter 11 Cases. Black Diamond will not produce any documents in response to Request No. 3.

Document Request No. 4:

All External Communications, including without limitation communications between or among You, Genesis Park, any holder of SFA Debt, the Committee and/or any Unsecured Creditor concerning any Alternative Restructuring Proposal or 363 Sale, including:

- a. A credit bid of all or a portion of the SFA Debt in connection with such Alternative Restructuring Proposal or 363 Sale;
- b. the governance of any successor to the Debtors or acquisition entity concerning the Debtors, including rights of minority equity owners of such successor or acquisition entity, in connection with such Alternative Restructuring Proposal or 363 Sale;
- c. the proposed marketing process and procedures for any auction or plan sponsor selection process for the Debtors or their assets in connection with such Alternative Restructuring Proposal or 363 Sale; and
- d. the treatment of or distribution to general unsecured creditors in connection with such Alternative Restructuring Proposal or 363 Sale.

Response to Document Request No. 4:

Black Diamond objects to this request because communications related to Alternative Restructuring Proposals that have been rejected by the Debtors, in some cases several months ago, are not relevant to Black Diamond's objections to the Debtors' Plan and Disclosure Statement. Black Diamond also objects to this request because it is overbroad, and searching for all external communications concerning these topics that are not related to currently pending contested matters would impose a burden on Black Diamond that is not proportional to the needs of these Chapter 11 Cases. Black Diamond will not produce any documents in response to Request No. 4.

Document Request No. 5:

All communications between You and any Unsecured Creditor concerning such Unsecured Creditor's claim against the Debtors, including with respect to the actual or potential purchase of such claim.

Response to Document Request No. 5:

Black Diamond objects to this request because it is overbroad and responding to this request would impose a burden on Black Diamond that is not proportional to the needs of these Chapter 11 Cases. In particular, Black Diamond objects to this request because it seeks information concerning confidential negotiations and Black Diamond's business strategies, and information regarding the claims of Unsecured Creditors can be obtained from those creditors in a less burdensome manner. Black Diamond will not produce any documents in response to Request No. 5.

Document Request No. 6:

All text messages, chat history (from any chat applications) and/or emails from any Black Diamond employees that are responsive to any of the foregoing Requests, regardless of whether such text messages, chat history, or emails are stored on Black Diamond-issued or external devices and accounts.

Response to Document Request No. 6:

Black Diamond objects to this request because searching for and collecting text messages and materials from texts, chat applications, and emails would impose a burden and expense on Black Diamond that is not commensurate with Black Diamond's position as a creditor, and is not proportional to the needs of these Chapter 11 Cases. Black Diamond further notes that this request is disproportionately burdensome because it is wholly unlimited as to subject matter. Black Diamond also incorporates by reference its objections to Requests 1-5. Black Diamond will not produce any documents in response to Request No. 6.

Document Request No. 7:

All documents that You intend to rely on in support of your objection to the Plan and/or Disclosure Statement.

Response to Document Request No. 7:

Black Diamond objects to this request because it seeks privileged information, and because it seeks to impose obligations on Black Diamond that exceed Black Diamond's obligations under the Federal Rules of Bankruptcy Procedure and related Local Bankruptcy Rules. Black Diamond also objects to this request because seeking documents without a date limitation is overbroad, and producing documents consistent with this instruction would impose a burden on Black Diamond that is not proportional to the needs of these Chapter 11 Cases. Black Diamond will not produce any documents in response to Request No. 7. Black Diamond will submit any documents it intends to rely on in support of its objections as exhibits to filings, or in advance of scheduled hearings, in conformity with the Federal Rules of Bankruptcy Procedure and related Local Bankruptcy Rules.

Dated: Houston, Texas  
October 26, 2020

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

/s/ Albert L. Hogan

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– and –

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*Attorneys for Black Diamond Capital Management, L.L.C.*

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on October 26, 2020, a true and correct copy of the foregoing was served via electronic mail on the following counsel:

Angela K. Herring  
**WACHTELL, LIPTON, ROSEN & KATZ**  
51 West 52nd Street  
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akherring@wlrk.com

/s/ Elizabeth Simon  
Elizabeth Simon

# **Exhibit 3**

WACHTELL, LIPTON, ROSEN & KATZ

MARTIN LIPTON  
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EDWARD D. HERLIHY  
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MARC WOLINSKY  
STEVEN A. ROSENBLUM  
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SCOTT K. CHARLES  
JODI J. SCHWARTZ  
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RALPH M. LEVENE  
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JONATHAN M. MOSES  
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GREGORY E. OSTLING  
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OF COUNSEL

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November 2, 2020

Via E-mail (al.hogan@skadden.com)

Albert L Hogan, III, Esq.  
Skadden, Arps, Slate, Meagher & Flom LLP  
155 North Wacker Drive  
Chicago, IL 60606

Re: *In re Speedcast International Inc.*, No. 20-32243 (Bankr. S.D. Tex.)

Dear Al:

I write concerning our November 1, 2020 meet and confer call and your October 31, 2020 letter directed to Paul Genender but which I understood you to be saying applies equally to Centerbridge's document requests. If I am correct in that understanding, I would appreciate your so informing me.

You have taken the position that, unlike Centerbridge, Black Diamond does not have to respond to discovery requests because it is merely a creditor in these cases. As you well know, that attempted distinction is utterly without basis. Black Diamond has acted as far more than an ordinary creditor throughout these cases, and has made clear that it intends to continue doing so. Based on Black Diamond's submissions and statements to date, we understand that

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Black Diamond will be opposing the currently proposed plan not simply on the basis of its treatment of the SFA claims, but rather based on Black Diamond's often-repeated allegations that it has made a superior proposal that has been unjustly ignored by the Debtors. That is not the objection of a mere creditor, but rather of an active participant in the events that form the basis of Black Diamond's allegations. As I recall, you were unwilling to accept Mr. Genender's suggestion that Black Diamond might avoid discovery were you to confirm that it did not intend to rely on these and similar allegations in objecting to confirmation. Inasmuch as Black Diamond is putting its prior proposals and other conduct directly at issue, inquiry into these matters is plainly relevant. We concur with the Debtors' position as set forth in their November 1, 2020 letter that the date cut-offs proposed by Black Diamond are arbitrary and unjustifiable, and join in their letter with respect to the Debtors' requests for Black Diamond's discussions with third parties.<sup>1</sup>

To follow up on one particular item from our November 1 discussion: We had understood previously that Black Diamond did not itself own more than 50% of the SFA debt that would allow it to direct the agent, and that it had an agreement with another lender, MJX, that brought it above 50%. You stated on the call that you believed that Black Diamond itself holds more than 50% of the SFA debt, and we understand that you have agreed to produce documents sufficient to show Black Diamond's own holdings. That production, however, will not eliminate the need for discovery concerning any agreement between Black Diamond and MJX that might impact the terms on which MJX would hold its minority equity interest were Black Diamond successful in its efforts to acquire Speedcast.

We are aware that you have proposed an additional discussion of open discovery issues on November 4. We look forward to discussing these matters further.

Very truly yours,

/s/ Amy R. Wolf  
Amy R. Wolf

cc: Paul R. Genender (via email)

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<sup>1</sup> Consistent with our previous discussions, however, we are willing to discuss any appropriate limits on Centerbridge's access to Black Diamond documents and communications relating to the ongoing competitive bidding process, as we do not seek to engage in discovery that will chill any bids by Black Diamond or any other party.