

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

<hr/> <b>In re:</b>  <b>SPEEDCAST INTERNATIONAL LIMITED, <i>et al.</i>,</b>  <b>Debtors.<sup>1</sup></b> <hr/>	§ § § § § § §	<b>Chapter 11</b>  <b>Case No. 20-32243 (MI)</b>  <b>(Jointly Administered)</b>
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**STIPULATION REGARDING RECORD ON APPEAL**

This *Stipulation Regarding Record on Appeal* (“Stipulation”) is hereby entered into by and between (1) Appellant Credit Agricole Corporate and Investment Bank (“CACIB”), (2) SpeedCast International Limited and its affiliated debtors in the above-referenced chapter 11 cases, as debtors and debtors in possession (together, the “Debtors”), (3) Credit Suisse AG, Cayman Islands Branch (“Credit Suisse”), and (4) the Ad Hoc Group of Secured Lenders (“Ad Hoc Group”) pursuant to Federal Rule of Bankruptcy Procedure 8009(e)(2).

The parties agree and stipulate as follows:

1. The Court held a video/telephonic hearing in the above-referenced chapter 11 cases on May 20, 2020 (the “Hearing”).
2. Debtor’s Exhibit 10, which was filed as Docket Nos. 208-10 and 208-11 and entitled “Syndicated Facility Agreement by and among Speedcast International Limited, Certain of its Subsidiaries [as Borrowers] and Credit Suisse AG, Cayman Island Branch [as Administrative Agent] and Credit Suisse Securities (USA) LLC, Citibank, N.A., Credit Agricole Corporate and Investment Bank, ING Bank, N.V. and Macquarie Capital (USA) Inc., as Joint

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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’ proposed 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.



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Lead Arranges and Joint Bookrunner [with exhibits] dated May 15, 2018,” inadvertently omitted certain schedules, which are attached hereto as **Exhibit A** (the “Schedules”).

3. The Schedules were considered by the Court as part of the evidence admitted at the Hearing and should be included as part of the record on appeal in *In re SpeedCast International Limited*, Docket No. 4:20-cv-0197; In the United States District Court for the Southern District of Texas (Houston).

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STIPULATED AND AGREED TO THIS 22<sup>ND</sup> DAY OF JUNE 2020.

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**CERTIFICATE OF SERVICE**

I hereby certify that on June 22, 2020, a true and correct copy of the foregoing document was served upon all parties via ECF transmission who are authorized to receive electronic notice in this proceeding.

By: /s/ Charles A. Beckham, Jr.  
Charles A. Beckham, Jr.

# **EXHIBIT A**

**Schedule 1.01(a)***Agreed Security Principles*

This Schedule addresses the manner in which the Guarantees of the Obligations and Liens on Collateral to secure the Obligations (collectively with such Guarantees, the “**Security**”) will be provided in relation to the Facility Agreement. The Security to be provided to or granted in favor of the Collateral Agent and/or the Security Trustee, for the benefit of the Secured Parties, will be given or granted in accordance with the Security principles set forth in this Schedule (collectively, the “**Agreed Security Principles**”).

**1. SECURITY AND GUARANTEES GENERALLY**

## a. As used in these Agreed Security Principles:

- i. “**Excluded Assets**” shall mean (1) with respect to any U.S. Restricted Subsidiary that is a Loan Party, “Excluded Property” as defined in the U.S. Pledge and Security Agreement (as defined in Schedule 4.01(d) to the Facility Agreement) and any other assets of such Loan Party expressly excluded as Collateral pursuant to the Agreed Security Principles, and (2) with respect to any other Loan Party, any Excluded Bank Accounts, any other assets of such Loan Party expressly excluded as Collateral pursuant to the Agreed Security Principles and, if such Loan Party is an initial Loan Party or incorporated or organized in the same jurisdiction as an initial Loan Party, assets excluded pursuant to, or consistent with the exclusions set forth in, the relevant Security Documents described on Part I of Schedule 4.01(d) or Schedule 5.14 to the Facility Agreement for the relevant jurisdiction.
- ii. “**Excluded Bank Account**” shall mean (1) with respect to any U.S. Restricted Subsidiary that is a Loan Party, “Excluded Deposit Accounts” as defined in the U.S. Pledge and Security Agreement, and (2) with respect to any other Loan Party, any bank account (w) used exclusively for payroll, payroll taxes and other employee wage and benefit payments, (x) not otherwise subject to the Security Agent’s control by operation of law and having an average monthly balance of less than \$250,000, (y) which is a zero-balance account or (z) if such Loan Party is an initial Loan Party or incorporated or organized in the same jurisdiction as an initial Loan Party, that is excluded pursuant to, or consistent with the exclusions for bank accounts set forth in, the relevant Security Documents described on Part I of Schedule 4.01(d) or Schedule 5.14 to the Facility Agreement for the relevant jurisdiction.
- iii. “**Group**” shall mean Parent and its Restricted Subsidiaries.
- iv. “**Intellectual Property**” shall mean (1) with respect to any U.S. Restricted Subsidiary that is a Loan Party, “Intellectual Property” as defined in the U.S. Pledge and Security Agreement, and (2) with respect to any other Loan Party, “Intellectual Property” (or any similar term) as defined in any Security Document to which such Loan Party is a party or, in the absence of such a defined term, any registrations of patents, trademarks and copyrights and applications of registration or publication thereof.
- v. “**Notified Event of Default**” shall mean (1) an Event of Default that has occurred

and is continuing in respect of which any Agent or the Required Lenders has served a notice on any Borrower under and in accordance with the Facility Agreement or (2) any acceleration of all or any portion of the Loans and/or Revolving Credit Exposure pursuant to the last paragraph of Section 7.01 of the Facility Agreement.

- vi. “**Relevant Agreement**” means any lease, license, contract, permit, instrument, security, franchise or other agreement to which any Loan Party is a party, together with such Loan Party’s rights or interests thereunder.
  - vii. “**Security Agent**” shall mean the Collateral Agent and/or the Security Trustee, as the context may require.
  - viii. “**Subject Jurisdiction**” shall mean any jurisdiction in which a Loan Party is incorporated, organized or formed.
  - ix. Any reference to “first priority” Liens in favor of the Security Agent (or similar language) shall mean Liens that are subject to Liens permitted by the Facility Agreement but (1) senior to any Lien not permitted by the Facility Agreement or any Lien required to be junior to the Liens of the Security Agent pursuant to the terms of the Facility Agreement and (2) *pari passu* with any Lien required to be *pari passu* with the Liens of the Security Agent pursuant to the terms of the Facility Agreement.
- b. Any Relevant Agreement of any Loan Party will be excluded from the Collateral, but only to the extent, that a grant of a Lien in favor of the Security Agent would, under the terms of such Relevant Agreement or otherwise, result in a breach of the terms of, or constitute a default under, or result in the termination of such Relevant Agreement, or require a consent (other than the consent of Parent or any wholly-owned Subsidiary) not obtained of a third party (other than to the extent that any such term would be rendered ineffective pursuant to §§ 9-406, 9-407 or 9-408 of the Uniform Commercial Code of any relevant jurisdiction or any other applicable law or principles of equity) or would be prohibited by any requirement of applicable law of a Governmental Authority or require a consent not obtained of any relevant Governmental Authority pursuant to such requirements of law; provided that, (i) the Collateral shall in any event include the proceeds of such Relevant Agreement (to the extent not otherwise excluded from the Collateral pursuant to the Agreed Security Principles) and (ii) if requested by the Security Agent with respect to any material Relevant Agreement, such Loan Party agrees to use its commercially reasonable efforts to obtain all requisite consents to enable such Loan Party to provide a Lien in favor of the Security Agent in such Relevant Agreement and, in any event, immediately upon the ineffectiveness, lapse or termination of any such restriction or requirement, the Collateral will include, and such Loan Party will be deemed to have granted a security interest in, all such Relevant Agreements as if such restriction or requirement had never been in effect. Any Relevant Agreement to the extent excluded from the Collateral pursuant to this clause is referred to as an “**Excluded Contract**”.
- c. To the extent legally possible, and subject to the exceptions set forth herein with respect to Excluded Assets and limitations on perfection requirements and other formalities, the Liens granted to the Security Agent by each Loan Party incorporated in Australia will extend over all assets of such Loan Party to the extent necessary to ensure that the Collateral of such Loan Party includes “the whole or substantially the whole” of such

Loan Party's property for purposes of section 441A of the Australian Corporations Act.

- d. To the extent legally possible, each Loan Party will, if necessary, grant a customary "featherweight" security interest over any Excluded Contracts or other excluded assets which shall be enforceable only upon the appointment of an administrator; provided that the Liens of the Security Agent will not attach to Excluded Contracts over which the grant of such Liens is prohibited until the earlier of (i) consent of the relevant counterparty being obtained and (ii) an administrator being appointed; provided, further, that any Excluded Contract which would be breached or become terminable by the agreement to create the "featherweight security" will be excluded from the "featherweight security".
- e. Legal opinions shall be delivered in connection with the execution and delivery by any Loan Party of any Security Document or any joinder or supplement to any Security Document after the Closing Date to the extent requested by any Agent, which legal opinions shall be consistent with those provided or required to be provided on the Closing Date pursuant to Section 4.01 of the Facility Agreement, modified as appropriate for the jurisdiction of incorporation or organization of such Loan Party, the governing law of any such Security Document and/or as otherwise as may be agreed to by the Agents.
- f. To the extent possible, any Guarantee of the Obligations provided by a Restricted Subsidiary that becomes or is required to become a Subsidiary Guarantor after the Closing Date shall be evidenced by a supplement or joinder to the Guarantee Agreement, unless the Administrative Agent, at the advice of local counsel, reasonably requests that such Restricted Subsidiary enter into a guarantee agreement governed by the laws of the jurisdiction in which such Restricted Subsidiary is incorporated, organized or formed.
- g. The Agreed Security Principles embody recognition by all parties that there may be certain legal and practical difficulties in obtaining legally valid, binding and enforceable guarantees and Security from the Loan Parties and other Restricted Subsidiaries required to become Loan Parties. In determining whether any Guarantee shall be given or Lien shall be created and/or perfected, the following matters will be taken into account:
  - i. General statutory limitations, financial assistance, corporate benefit, regulatory approvals, fraudulent preference, 'thin capitalisation' rules, tax restrictions, retention of title claims and similar principles may limit the ability of a member of the Group to provide Security or may require that such Security be limited as to amount or otherwise. To the extent that any of the foregoing rules or principles require that any Security is limited by an amount or otherwise in order to make such Security legal, valid, binding or enforceable or to avoid the relevant Loan Party or Restricted Subsidiary breaching any applicable law or otherwise in order to avoid personal liability of the officers of any Loan Party, the limit shall be no more than the minimum limit required by those rules or principles; provided that Parent and any such Restricted Subsidiary shall use commercially reasonable efforts to overcome or reduce any such limitation.
  - ii. A key factor in determining whether Security is not to be taken is whether Parent and any relevant Restricted Subsidiary can demonstrate to the satisfaction of the Security Agent (such Security Agent to act in good faith when approving or disapproving any proposal made by Parent) that the applicable cost (including, without limitation, adverse effects on interest deductibility and stamp duty,



notarization and registration fees) is disproportionate to the benefit to the Secured Parties of obtaining such Security.

- iii. The maximum amount of Obligations Guaranteed and/or secured by a Loan Party may be restricted or otherwise limited by guarantee or security limitation language set forth in the Guarantee Agreement or any other Security Document on the Closing Date or thereafter agreed to by the Agents to reflect the Agreed Security Principles and, to the extent not inconsistent with the Agreed Security Principles, customary practice in the relevant jurisdiction to minimize stamp duty, notarization, registration or other applicable fees, taxes and duties where Parent and any relevant Restricted Subsidiary can demonstrate to the satisfaction of the Security Agent (such Security Agent to act in good faith when approving or disapproving any proposal made by Parent) that the benefit of increasing the amount so Guaranteed and/or secured is disproportionate to the level of such fee, taxes and duties.
- iv. Where there is material incremental cost involved in creating Liens in favor of the Security Agent over all assets owned by a Loan Party in a particular category (e.g., land or real property interests), subject to the Agreed Security Principles, only those assets in that category which the Security Agent considers to be material (e.g., Material Owned Real Property) shall be required to be subject to such Liens.
- v. It is acknowledged that in certain jurisdictions it may be legally impossible to create Liens in favor of the Security Agent over certain categories of assets, in which event such Liens will not be required to be granted over such assets; provided that the Security Agent does not have to recognize any legal impossibility unless their legal counsel advises of such impossibility.
- vi. No Restricted Subsidiary will be required to give Security or enter into Security Documents if (or to the extent) doing so is not within the legal capacity of the relevant Restricted Subsidiary or if doing so would conflict with the fiduciary duties of the directors (or equivalent) of such Restricted Subsidiary or contravene any legal prohibition or restriction in a contract with an unaffiliated third party (not created in contemplation of avoiding the requirements of the Loan Documents) or would result in (or in a material risk of) personal or criminal liability on the part of any officer of such Restricted Subsidiary; provided that Parent and the relevant Restricted Subsidiary shall use commercially reasonable efforts to overcome or mitigate the effect of any such obstacle.
- vii. All Security shall be granted in favor of the applicable Security Agent for itself and on behalf of and, if customary in the relevant jurisdiction, in favor of the Secured Parties. 'Parallel debt' and/or joint creditorship and/or security agency provisions will be used where necessary (and included in the Facility Agreement, the Guarantee Agreement, the Security Trust Deed and/or any applicable Intercreditor Agreement entered into by any of the Agents in accordance with the Facility Agreement and not any of the other individual Security Documents unless required or advisable under local laws).
- viii. To the extent possible, there shall be no action required to be taken and no costs incurred in relation to the Security when any Lender assigns or otherwise

transfers all or any part of its Commitments, Loans and/or other Obligations to a new Lender (and, if any such costs are incurred, such costs shall be for the account of the transferring Lender and/or relevant transferee, as agreed between such parties).

- ix. The Security will be for all Obligations in accordance with, and subject to, the other requirements of the Agreed Security Principles; provided that no Security given or granted by any Loan Party shall Guarantee or secure any Excluded Swap Obligation of such Loan Party.
- x. It is expressly acknowledged that in certain jurisdictions it may not be possible (including for legal and regulatory reasons) or it may take longer than agreed to grant Security in which event such Security will not be granted or, as the case may be, the Agents will act reasonably in granting any necessary or advisable extension of timing for obtaining such Security (and any Agent shall be permitted to grant any such extension in its sole discretion without any further consent of any other Secured Parties); provided that Parent and any relevant Restricted Subsidiary shall demonstrate to the satisfaction of the Security Agent (such Security Agent to act in good faith when approving or disapproving any proposal made by Parent) that it has exercised and/or caused to be exercised due diligence and it has used and/or caused to be used commercially reasonable efforts in providing such Security.
- xi. Perfection of Liens in favor of the Security Agent, when required, and other legal formalities will be completed as soon as reasonably practicable and, in any event, within the time periods specified in the Loan Documents therefor (or such later date as the Security Agent shall approve in its sole discretion) or (if earlier or to the extent no such time periods are specified in the Loan Documents) within the time periods specified by applicable law in order to ensure due perfection or satisfaction of any such other applicable legal formality.
- xii. If a Loan Party does not own assets of a particular category specified in these Agreed Security Principles at the time it enters into Security Document(s) in respect of assets of one or more other categories specified in these Agreed Security Principles, for the avoidance of doubt, it will not be required to enter into a Security Document solely to create Security over future assets of that particular category unless the same can be effected under a composite Security Document that also secures assets it owns at the time it enters into the Security Document. However, if such Loan Party subsequently acquires any material asset or assets of that particular category and other existing Loan Parties organized, formed or incorporated in such jurisdiction were required to create Security over such class of assets or would have been so required if such assets had been owned at the time the relevant Security Document(s) was entered into, it will, as soon as reasonably practicable, create and perfect Security over that asset or those assets subject to, and in accordance with, these Agreed Security Principles.

## **2. TERMS OF GUARANTEES AND THE SECURITY DOCUMENTS**

- a. The following principles will be reflected in the terms of any Security provided in connection with the Facility Agreement:

- i. any Liens securing the Obligations will be first ranking or first priority Liens, to the extent possible (subject only to Liens expressly permitted under the Facility Agreement, including under Section 6.02 of the Facility Agreement);
  - ii. if and to the extent it is not possible to grant first ranking or first priority Liens over any asset over which a Loan Party is required to grant Liens in accordance with these Agreed Security Principles because of any prior Lien created in favor of any third party which constitutes a permitted Lien not required to be junior to or pari passu with any such Lien pursuant to the terms of the Facility Agreement, the relevant Loan Party shall instead grant a Lien over such asset in favor of the Security Agent that is senior to all other Liens (other than the prior Lien created in favor of a third party which constitutes a permitted Lien not required to be junior to or pari passu with such Lien pursuant to the terms of the Facility Agreement and subject to any consents required to be obtained from the relevant third party prior to the granting of such Lien, which consents the Loan Party shall use commercially reasonable efforts to obtain to the extent customary or reasonably requested by the Security Agent);
  - iii. any Liens on any Collateral will not be enforced until an Event of Default has occurred that is continuing or upon any acceleration of all or any portion of the Loans and/or Revolving Credit Exposure pursuant to the last paragraph of Section 7.01 of the Facility Agreement; and
  - iv. the Secured Parties shall only be able to exercise a power of attorney following the occurrence of an Event of Default that is continuing or if the relevant Loan Party has failed to comply with any further assurance or perfection obligation or any other obligation under a Secured Document to which it is a party (provided that the Security Agent shall use commercially reasonable efforts to notify the relevant Loan Party prior to such exercise if no Event of Default exists), in any such case, subject to any local law requirements on enforceability.
- b. So long as no Event of Default exists, the provisions of each Security Document will not be unduly burdensome on any Loan Party or interfere unreasonably with the operation of its business. The Security Documents will not, other than after an Event of Default (or, to the extent expressly referenced herein, a Notified Event of Default), prevent, or require additional consents from the Secured Parties with respect to, transactions permitted by the Facility Agreement or impose new commercial obligations and, accordingly, any representation, warranty, undertaking or any other provisions which it is usual or customary to include in a Security Document will reflect (to the extent the subject matter of the representation, warranty, undertaking or provision (including those relating to costs and expenses, indemnities, tax gross up, distribution of proceeds and release of security) is the same as the corresponding representation, warranty, undertaking or provision in the Facility Agreement) the commercial position agreed in the corresponding provision in the Facility Agreement unless it is customary market practice in the relevant jurisdiction to include any further provisions (or to deviate from those contained in the Facility Agreement) in order to create, maintain or perfect the applicable Liens (with the priority required hereby and by the Facility Agreement) in assets subject to such Security Document (or, in the case of representations and warranties, to the extent relating to title or to issues concerning the assets being secured and the creation, maintenance, perfection and priority of the Liens expressed to be created thereby).

- c. Information, such as lists of assets, will be provided if, and only to the extent, required by applicable law or market practice to be provided to create, maintain, perfect or register any Security, which requirement shall be specified in the applicable Security Document, and, when required, shall be provided (i) semi-annually in the case of (x) pledged Equity Interests and (y) receivables required to be subject to a Lien pursuant to any Security Document described on Part I of Schedule 5.14 to the Facility Agreement (or any similar Security Document to which a Brazilian Loan Party is a party) and (ii) otherwise annually (unless required more frequently under local law or customary local practices); provided that, following an Event of Default that has occurred and is continuing, any such information shall be provided on any Agent's request. In the case of assets granted as collateral by a Brazilian Loan Party, any such list shall include serial number of assets (if any) as specified in the applicable Security Document.
- d. Each Security Document will, where possible and practical, automatically create Security over future assets of the same type (and, if relevant, same jurisdiction) as those over which Security is created under such Security Document; where local law requires supplemental pledges or other notices or actions to be delivered or taken in respect of future acquired assets in order for effective security to be created and/or perfected over that class of asset, such supplemental pledges and other applicable actions shall be provided and taken at intervals no more frequent than every six months (unless required more frequently under local law or customary local practices or while an Event of Default is continuing).
- e. To the extent required by the Loan Documents, the Loan Parties shall be responsible for the payment of duly documented out-of-pocket costs and expenses reasonably incurred by any Secured Party (including such legal expenses, disbursements, registration costs and all Taxes (other than income taxes, subject to Sections 2.20 and 2.21 of the Facility Agreement), duties and fees (notarial or otherwise) required to be paid by the Loan Parties pursuant to the terms of the Facility Agreement) in respect of the creation, perfection, maintenance and enforcement of any Security.
- f. To the extent possible, any Security Document entered into by (or over the Equity Interests in) any person that becomes a Subsidiary Guarantor after the Closing Date that is incorporated, organized or formed under the laws of a jurisdiction in which any existing Loan Party is incorporated, organized or formed shall be consistent with and follow the same approach as that adopted in relation to the corresponding Security Document for the relevant existing Loan Party.

### 3. **BANK ACCOUNTS**

- a. Each Loan Party shall grant a first priority Lien over all of its current, deposit or other accounts with any bank or financial institution in which it has or will have an interest and (to the extent of its interest) all balances standing to the credit of or accrued or accruing on those accounts from time to time other than:
  - i. any bank account that is used exclusively for the purpose of depositing and maintaining any cash collateral for the benefit of a person other than the Agents, to the extent permitted under Section 6.02 of the Facility Agreement; and
  - ii. any Excluded Bank Account.

- b. If required by local law to perfect any Security over bank accounts or where it is consistent with market practice to perfect such Security (it being understood that account control agreements shall only be required pursuant to this sentence if requested by the Security Agent), notice of the Security or a form of account control agreement will be served on the account bank as soon as reasonably practicable after the granting of such Security, and the relevant Loan Party shall use its commercially reasonable efforts to obtain an acknowledgement of such notice or acceptance of such account control agreement within 60 days of such Security being granted or, as applicable, the Security Agent's request for an account control agreement (or such later date set forth in the relevant Security Document or approved by the Security Agent in its sole discretion). If the relevant Loan Party has used its commercially reasonable efforts but has not been able to obtain such acknowledgement or acceptance, its obligation to obtain such acknowledgement or acceptance shall cease on the expiry of a 60-day period; provided that, upon the occurrence and during the continuation of an Event of Default, upon the Security Agent's request, the relevant Loan Party shall promptly (i) deliver to any such account bank a letter, in form and substance acceptable to the Security Agent, transferring dominion and control over such bank accounts to the Security Agent or an instrument, in form and substance acceptable to the Security Agent, granting powers to the Security Agent or to whom it may indicate to manage such bank accounts, in any case until such time as no Event of Default exists (it being understood that at such time any relevant account control agreement may continue to stay in place subject to customary springing control provisions) and/or (ii) take any other perfection steps reasonably requested by the Security Agent with respect to such bank accounts to the extent not contravening any applicable legal or contractual restriction or prohibition (provided that such restriction or prohibition is not (x) created in contemplation of avoiding the requirements of the Loan Documents or (y) solely among the Loan Parties and their wholly-owned Subsidiaries).
- c. Unless a Notified Event of Default has occurred and is continuing, each Loan Party shall be free to deal with its bank accounts for purposes that are not prohibited by the Facility Agreement (subject to any subordination or other limitations set forth in the Facility Agreement). After the occurrence and during the continuation of a Notified Event of Default, no Loan Party shall make any withdrawal from any of its bank accounts that constitute or are required to constitute Collateral, except with the prior written consent of the Security Agent.
- d. Any Security over bank accounts shall be subject to any prior Liens permitted by Section 6.02 of the Facility Agreement in favor of the account bank which are created either by law or in the standard terms and conditions of the account bank of bank accounts already in existence at the time of obtaining Security. The notice of Security (or a separate notice) or account control agreement may request that such Liens are waived or subordinated by the account bank, but the relevant Loan Party shall not be required to change its banking arrangements if such Liens are not waived or subordinated or are only partially waived. If the standard terms and conditions of the relevant account bank contain a prohibition on the granting of Liens on the accounts or require the prior written approval of the account bank to grant Liens on the accounts, the relevant Loan Party will use commercially reasonable efforts to obtain a waiver of such prohibition or approval for the granting of Liens in favor of the Security Agent. However, if the relevant Loan Party has used its commercially reasonable efforts but has not been able to obtain such a waiver or approval, its obligation to obtain a waiver or approval shall cease after it has used its commercially reasonable efforts for a 60-day period, and no Loan Party shall be required

to change its banking arrangements if such a waiver or approval is not obtained; provided that, upon the occurrence and during the continuance of a Default or Event of Default, the relevant Loan Party shall promptly take all actions (which may include changes to banking arrangements) reasonably requested by the Security Agent to obtain such a waiver or approval or to otherwise avoid or mitigate any restriction or constraint on the provision of Security over its bank accounts.

- e. If required under local law such Liens over bank accounts will be registered, subject to the general principles set forth in these Agreed Security Principles.

#### 4. **TRADE RECEIVABLES AND OTHER BOOK DEBTS**

- a. Each Loan Party shall grant first priority Liens over all of its trade receivables, book debts of any nature and all other rights to receive money, now or in the future due, owing or payable to it and the benefit of all related negotiable instruments, rights, security, Guarantees and indemnities of any kind (“*book debts*”); provided that, to the extent customary or consistent with market practice in the relevant jurisdiction, a Loan Party will not be required to grant Liens over any book debts (i) that are not comprised of trade receivables or insurance receivables or (ii) that are not material.
- b. Unless a Notified Event of Default has occurred and is continuing:
  - i. each Loan Party shall be free to deal with its book debts in the ordinary course of its business (subject to any subordination or other limitations set forth in the Facility Agreement); and
  - ii. no notice of Liens in relation to such book debts shall be required to be served on the relevant debtors.
- c. If required under local law such Liens over book debts will be registered, subject to the general principles set forth in these Agreed Security Principles.
- d. So long as no Event of Default has occurred and is continuing, any list of trade receivables or other book debts required shall not include details of the underlying contracts (unless required under local law) and may be subject to customary materiality thresholds, except for receivables granted as collateral by Brazilian entities in which case list will include details of the underlying contracts.
- e. After a Notified Event of Default has occurred and is continuing, all moneys received or receivable by it on account of any book debts subject to any such Lien shall be promptly paid into a bank account that is subject to the Security Agent’s Liens or a collateral account and, pending payment into such bank account or collateral account, the relevant Loan Party shall hold (and, to the extent legally possible, shall hold on trust) such amounts on behalf of the Secured Parties.

#### 5. **EQUITY INTERESTS**

- a. Each Loan Party shall grant first priority Liens over all of the Equity Interests owned or held by it in any other Loan Party or Restricted Subsidiary (other than any Immaterial Subsidiary that is not a Loan Party), and if Liens over Equity Interest can be granted pursuant to a composite “all assets” or “all equity interests” Security Document, all other



Equity Interests owned or held by such Loan Party, in each case subject to the Agreed Security Principles and to the extent not constituting Excluded Assets.

- b. For the avoidance of doubt, each Subsidiary Guarantor shall have its Equity Interests pledged or charged in accordance with the Agreed Security Principles (other than directors' and foreign nationals' qualifying shares issued by such Subsidiary Guarantor that are not owned by a Loan Party).
- c. Subject to these Agreed Security Principles, each Loan Party which is required to grant such Liens in Equity Interests will also grant Liens in favor of the Security Agent over its rights to receive dividends and other income or distributions relating to or rights or interests derived from the Equity Interests over which it grants such Liens.
- d. Until a Notified Event of Default has occurred that is continuing:
  - i. except as otherwise provided in the Facility Agreement or the other Loan Documents, each Loan Party will be permitted to retain and to exercise or refrain from exercising its voting and other consensual rights in respect of any Equity Interests pledged or charged by it, for any purpose not inconsistent with the terms of the Facility Agreement or the other Loan Documents;
  - ii. the person whose Equity Interests have been so pledged or charged will be permitted to pay dividends or other income or distributions upstream in relation to such Equity Interests to the extent such dividend, distribution or other payment is not prohibited by the Facility Agreement; and
  - iii. any such amounts so paid or payable in relation to such Equity Interests in accordance with subclause (ii) above may be paid to the relevant Loan Party and used by such Loan Party in a manner not prohibited by the Facility Agreement (subject to any customary requirements to deliver non-cash possessory collateral to the Security Agent).
- e. At any time after a Notified Event of Default has occurred and for so long as such Notified Event of Default is continuing:
  - i. no Loan Party shall exercise any of its voting and other consensual rights in respect of any Equity Interests pledged or charged by it unless otherwise instructed by the Security Agent;
  - ii. any dividends or other income or distributions received by such Loan Party in relation to any such Equity Interests shall be held in trust for the benefit of the Secured Parties and promptly turned over to the Security Agent; and
  - iii. where possible under the laws of the relevant jurisdiction, all such voting and other consensual rights and rights to receive any dividends or other income or distributions in relation to such Equity Interests shall, upon notice from the Security Agent (to the extent such notice is required pursuant to applicable law or such a notice is customarily required in the relevant jurisdiction), vest in the Security Agent.
- f. If required under local law or customary or consistent with market practice in the relevant

jurisdiction, on, or as soon as reasonably practicable following execution of the relevant Security Document granting Liens on any Equity Interests (or, as applicable, as soon as reasonably practicable following the acquisition of any Equity Interests that are automatically subject to, or are required to be subject to, Liens pursuant to a Security Document):

- i. the relevant certificate(s) and transfer form(s) evidencing such Equity Interests (pre-stamped, where customary or consistent with market practice) executed in blank will be provided to the Security Agent;
- ii. either (x) the certificate evidencing such Equity Interests or shareholders' register will be endorsed or written up showing the Security Agent or the Secured Parties as owner of, or beneficiary of a pledge or charge over, the relevant Equity Interests, and the endorsed certificate evidencing such Equity Interest or a copy of the written up register will be provided to the Security Agent or (y) a statement of pledge will be executed and delivered by the relevant Loan Party granting Liens over such Equity Interests to the relevant issuer, with an original executed copy being provided to the Security Agent (where applicable); and
- iii. for purposes of Liens over Equity Interests issued by any Brazilian entity, the security interest will be recorded in such entity's articles of association or share registry, as applicable.

provided that the foregoing actions shall only be required with respect to pledged Equity Interests of any Immaterial Subsidiary that is not a Loan Party following any reasonable request of the Security Agent (or, if set forth in the relevant Security Document, at reasonable periodic intervals).

- g. Each Security Document in respect of Liens over Equity Interests in any Subsidiary Guarantor (other than any U.S. Restricted Subsidiary) will be governed by the laws of the country (or state thereof) in which such Subsidiary Guarantor is incorporated, organized or formed. Each Security Document in respect of Liens over Equity Interests in (i) any U.S. Restricted Subsidiary that is a Subsidiary Guarantor and/or (ii) at the request of the Security Agent, any other U.S. Restricted Subsidiary will be governed by the laws of the State of New York.
- h. At the reasonable request of the Security Agent, a Security Document in respect of Liens over Equity Interests in any Restricted Subsidiary incorporated, organized or formed under the laws of a jurisdiction that is not a Subject Jurisdiction (or that is a different jurisdiction from the jurisdiction of the relevant Loan Party that owns or holds such Equity Interests) will be governed by the laws of the country (or state thereof) in which such Restricted Subsidiary is incorporated, organized or formed. Except as required pursuant to clause (f) above or the immediately preceding sentence, no perfection steps or Security Documents in respect of Liens over Equity Interests shall be required under the laws of a jurisdiction that is not a Subject Jurisdiction.
- i. Unless the restriction is required by applicable law or regulation, if reasonably requested by the Security Agent, the Organization Documents of any Restricted Subsidiary whose Equity Interests are the subject of any of the Security Agent's Liens will be amended (to the extent necessary and customary in light of current market practice for similar financing transactions in the applicable jurisdiction) to remove or, as applicable, disapply



for so long as Security is granted over the relevant Equity Interests (i) any borrowing or guaranteeing limit, (ii) any restrictions on the provision of Guarantees, Security and/or other forms of financial assistance, (iii) any restrictions on the transfer or the registration of the transfer of the relevant Equity Interests pursuant to any enforcement of the Security Agent's Liens granted over them and (iv) any Liens in favor of the Restricted Subsidiary whose Equity Interests have been charged for sums unpaid by the shareholder. The foregoing shall not apply to require the removal or disapplication of any restriction that is intended to comply with applicable law or regulation governing private placement of securities generally, intended tax attributes (such as pass through status) of the Restricted Subsidiary whose Equity Interests are to be secured, exceptions to registration as an investment company and other similar objectives of ensuring that the relevant Restricted Subsidiary or Equity Interests thereof are given a particular tax or regulatory treatment (subject to Sections 5.13 and 6.09(a) of the Facility Agreement).

- j. In this Section 5 (*Equity Interests*), the terms "shares", "shareholders" and "certificates" shall be construed so as to include any other Equity Interests, the holders thereof and evidence of such Equity Interests.

## 6. REAL PROPERTY

- a. No fixed security will be required to be granted over any interests in real property other than Material Owned Real Property; provided that this Section 6 shall not restrict any other interests in owned or leased real property or any fixtures (or similar assets under applicable real property law) being secured under a floating charge (or other similar security) under a Security Document which charges all or substantially all of the assets of a Loan Party on the basis that any such Lien in real property interests pursuant to a floating charge (or other similar security) will not be required to be registered at (i) in the case of a Loan Party that is a U.S. Restricted Subsidiary, any Secretary of State or local filing office (other than, a filing of a UCC financing statement with the Secretary of State (or equivalent) of the state in which such Loan Party is incorporated, organized or formed) or (ii) in the case of any other Loan Party, any land registry (or equivalent) under the laws of such Security Document.
- b. Each Loan Party shall promptly notify the Administrative Agent of any Material Owned Real Property and shall promptly enter into a Mortgage in favor of the Security Agent with respect to such Material Owned Real Property. In connection with any such Mortgage, such Loan Party shall promptly (i) cause such Mortgage to be filed and recorded in the applicable recording office, and (ii) deliver or cause to be delivered to the Security Agent all such instruments and documents (including flood hazard determination forms, evidence of any insurance required by Section 5.02 or pursuant to the Agreed Security Principles (including flood or earthquake insurance), surveys, title insurance policies (including any endorsements thereto) and lien searches) as the Security Agent shall reasonably request.

## 7. GENERAL BUSINESS CHARGE

Each Loan Party shall use commercially reasonable efforts to create and perfect first priority floating charges and general business charges (or other similar security) over its assets. Any such floating charges and general business charges (or other similar security) shall be in a form reasonably acceptable to the Security Agent and otherwise consistent with market practice in the relevant jurisdiction.

**8. INTELLECTUAL PROPERTY**

- a. All owned registered material Intellectual Property of each Loan Party shall be subject to first priority Liens in favor of the Security Agent; provided that, if such Liens can be granted pursuant to a composite “all assets” Security Document, all owned registered Intellectual Property of such Loan Party shall be subject to such Liens.
- b. The Liens in favor of the Security Agent over any owned registered material Intellectual Property of a Loan Party shall, subject to the other terms of these Agreed Security Principles, be registered, at the election of the Security Agent (acting reasonably and taking into account these Agreed Security Principles and to the extent customary in the relevant jurisdiction) or when required by the relevant Security Document, with the relevant registries in jurisdictions in which such owned Intellectual Property is registered; provided that, prior to the occurrence and continuation of a Default or an Event of Default, no such registration shall be required other than in the relevant U.S. registries, as applicable, or, in the case of any other jurisdiction, to the extent required pursuant to, or consistent with the requirements set forth in, the relevant Security Documents described on Part I of Schedule 4.01(d) or Schedule 5.14 to the Facility Agreement for the relevant jurisdiction.

**9. INSURANCE POLICIES**

- a. Each Loan Party shall grant first priority Liens over all material contracts and policies of insurance (including any renewal or replacement thereof) (other than third-party liability insurance contracts or policies or to the extent constituting an Excluded Contract) taken out by it or on its behalf or (to the extent of its interest) in which it has an interest (other than those interests relating to third party liabilities) and all related proceeds, claims of any kind, returns of premium and other benefits.
- b. If required by applicable law and where it is consistent with market practice to perfect such Security, notice of the Security will be delivered to the insurance provider promptly following the date such Security is granted (or within such other time period following the date of such grant of Security as is consistent with applicable market in the applicable jurisdiction) and each relevant Loan Party shall use commercially reasonable efforts to obtain an acknowledgement of that notice as soon as reasonably practicable after such notice has been delivered and, in any event, within any time period specified in the relevant Security Document; provided that, following a Notified Event of Default, the relevant Loan Party shall promptly take such commercially reasonable actions reasonably requested by any Agent with respect to all contracts and policies of insurance (including any renewal or replacement thereof) (other than third-party liability insurance contracts or policies) taken out by it or on its behalf or (to the extent of its interest) in which it has an interest (other than those interests relating to third party liabilities or to the extent constituting an Excluded Contract) and all related proceeds, claims of any kind, returns of premium and other benefits, regardless of the amount that may be claimed thereunder.
- c. Each Loan Party which is required to provide Security over contracts and policies of insurance and to the extent it is consistent with market practice (and only following a Notified Event of Default where consistent with market practice outside of the United States) and reasonably practicable in such Loan Party’s jurisdiction of incorporation, formation or organization, shall use commercially reasonable efforts to procure that (i) in the case of property insurance policies, an endorsement naming the Agents as loss

payees is made on each such insurance contract or policy of the type referred to in clause (a) above, and (ii) in the case of liability insurance and other policies, an endorsement naming the Agents as additional insureds is made on each such insurance contract or policy of the type referred to in clause (a) above; provided that, following a Notified Event of Default, the relevant Loan Party shall promptly take such commercially reasonable actions reasonably requested by any Agent with respect to all contracts and policies of insurance (including any renewal or replacement thereof) (other than third-party liability insurance contracts or policies or to the extent constituting an Excluded Contract) taken out by it or on its behalf or (to the extent of its interest) in which it has an interest (other than those interests relating to third party liabilities or to the extent constituting an Excluded Contract) and all related proceeds, claims of any kind, returns of premium and other benefits, regardless of the amount that may be claimed thereunder. Each applicable Loan Party will deliver to the Agents evidence confirming that the Agents have been designated as loss payee or additional insured, as applicable, in respect of each insurance contract or policy referred to in the preceding sentence where it is required to have the Agents designated as loss payee or additional insured, as applicable. In circumstances where the Agents are named as a loss payee on an insurance policy of any Loan Party or Subsidiary, it is acknowledged that the relevant insurer will only be required to pay insurance payments directly to the Agents once it has been informed by an Agent that a Notified Event of Default has occurred and is continuing.

- d. After the occurrence of a Notified Event of Default and for so long as it is continuing, any and all insurance proceeds under or relating to any insurance contract or policy that is subject to the Security Agent's Liens or in respect of which any Agent is a loss payee or additional insured, as applicable, shall be applied in or towards payment of the Obligations and shall not be applied in reinstatement of the insured assets, except to the extent otherwise expressly permitted by the Facility Agreement or consented to by the Administrative Agent or the Required Lenders.

## 10. RELEASE OF SECURITY

Except to the extent otherwise required by applicable law or as otherwise consented to by the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 9.08 of the Facility Agreement):

- a. The circumstances in which any Guarantee of the Obligations shall be released shall be the same as those set forth in Section 7.14 of the Guarantee Agreement or as otherwise permitted pursuant to the Agreed Security Principles.
- b. The circumstances in which any Liens under a Security Document shall be released shall be the same as those set forth in Section 9.25 of the Facility Agreement or as otherwise permitted pursuant to the Agreed Security Principles with respect to any Excluded Asset.

**Schedule 1.01(b)***Certain Alternative Currencies  
(Relating to Letters of Credit)*

<b>Alternative Currency</b>	<b>Relevant Issuing Bank(s) and Revolving Lender(s)</b>
British pounds sterling	Credit Suisse AG, Cayman Islands Branch; ING Bank N.V. Singapore Branch; Crédit Agricole Corporate and Investment Bank, Hong Kong Branch; Citibank, N.A.; and Macquarie Capital Funding LLC
Singapore dollars	Credit Suisse AG, Cayman Islands Branch; ING Bank N.V. Singapore Branch; Crédit Agricole Corporate and Investment Bank, Hong Kong Branch; and Citibank, N.A.
Mexican pesos	Credit Suisse AG and Citibank, N.A.
Peruvian soles	Credit Suisse AG and Citibank, N.A.
Indonesian rupiah	Citibank, N.A.
Colombian pesos	Citibank, N.A.

**Schedule 1.01(c)***Initial Subsidiary Guarantors*

<b>Subsidiary Guarantor</b>	<b>Jurisdiction of Incorporation or Organization</b>	<b>Company Identification No., Registration No. or equivalent, if any</b>
CapRock Communications (Australia) Pty Ltd	Australia	ACN 114 449 857
OCEANIC BROADBAND SOLUTIONS PTY LTD	Australia	ACN 126 131 146
SATELLITE COMMUNICATIONS AUSTRALIA PTY LTD	Australia	ACN 111 968 793
SPEEDCAST AUSTRALIA PTY LIMITED	Australia	ACN 159 524 553
SpeedCast Group Holdings Pty Ltd	Australia	ACN 600 701 193
SPEEDCAST MANAGED SERVICES PTY LIMITED	Australia	ACN 105 681 589
CapRock Comunicações do Brasil Ltda.	Brazil	04.422.276/0001-19
CapRock Participações do Brasil Ltda.	Brazil	25.187.109/0001-00
CCI Services Corp.	Delaware, United States	4267068
Maritime Communication Services, Inc.	Delaware, United States	911217
SpaceLink Systems, LLC	Delaware, United States	4894171
SpeedCast Americas, Inc.	Delaware, United States	5621955
UltiSat, Inc.	Delaware, United States	3612130
HERMES DATACOMMUNICATIONS INTERNATIONAL LIMITED	England and Wales	02478340
SpeedCast UK Holdings Limited	England and Wales	09481958
SpeedCast Limited	Hong Kong	687568
SpeedCast Norway AS (f/k/a Harris Norge AS)	Norway	982452376
CAPROCK UK LIMITED	Scotland	SC145376
CAPROCK COMMUNICATIONS PTE. LTD.	Singapore	200907899N
SPEEDCAST SINGAPORE PTE. LTD.	Singapore	UEN 199406603R
CR Communications, Inc.	Texas, United States	0800512538
SpaceLink Systems II, LLC (f/k/a SpaceLink System Inc)	Texas, United States	0802608441
SpeedCast Communications, Inc.	Texas, United States	63971500

**Schedule 1.01(d)**

*Existing Letter of Credit*

<b>BG No.:</b>	BG170029
<b>Applicant:</b>	Speedcast International Limited, on behalf of Speedcast Limited
<b>Issuer:</b>	ING Bank N.V. Singapore Branch
<b>Beneficiaries:</b>	New Skies Satellites B.V. New Skies Satellites Australia Pty Ltd New Skies Satellites Ltda
<b>Issue Date:</b>	November 21, 2017
<b>Expiration Date:</b>	September 30, 2018
<b>Currency:</b>	USD
<b>Current Balance:</b>	\$800,000

**Schedule 1.01(e)**

*Unrestricted Subsidiaries*

None.

**Schedule 2.01***Commitments****Part A: Term Loan Commitments***

<b>Lender</b>	<b>Initial Term Loan Commitment</b>	<b>Pro Rata Share</b>
Credit Suisse AG, Cayman Islands Branch	\$425,000,000	100.0%
<b>TOTAL</b>	<b>\$425,000,000</b>	<b>100.0%</b>

***Part B: Revolving Credit Commitments***

<b>Lender</b>	<b>Revolving Credit Commitment</b>	<b>Pro Rata Percentage</b>
Credit Suisse AG, Cayman Islands Branch	\$20,000,000	20.0%
Citibank, N.A.	\$20,000,000	20.0%
Crédit Agricole Corporate and Investment Bank, Hong Kong Branch	\$20,000,000	20.0%
ING Bank N.V. Singapore Branch	\$20,000,000	20.0%
Macquarie Capital Funding LLC	\$20,000,000	20.0%
<b>TOTAL</b>	<b>\$100,000,000</b>	<b>100.0%</b>



**Schedule 3.08***Subsidiaries*

<b>Subsidiary</b>	<b>Jurisdiction of Incorporation or Organization of Subsidiary</b>	<b>Equity Holder / Partner (% of ownership of Subsidiary's outstanding Equity Interests)</b>	<b>Jurisdiction of Incorporation or Organization of Equity Holder / Partner</b>	<b>Type of Equity Interest</b>
SpeedCast Group Holdings Pty Ltd	Australia	SpeedCast International Limited (100%)	Australia	Ordinary
Speedcast Malta Holdings Limited (f/k/a Wins Holdings Limited)	Malta	SpeedCast International Limited (100%)	Australia	Ordinary
Speedcast Germany GmbH	Germany	SpeedCast International Limited (100%)	Australia	Ordinary
SPEEDCAST SINGAPORE PTE. LTD. (f/k/a ST Teleport Pte. Ltd.)	Singapore	SpeedCast International Limited (100%)	Australia	Ordinary and Redeemable Preference
SpeedCast Limited	Hong Kong	SpeedCast International Limited (100%)	Australia	Ordinary
Speedcast Malaysia Sdn. Bhd.	Malaysia	SpeedCast International Limited (30%) Adam Syed Nasiruddin and Dato Ng (70%)	Australia N/A	Ordinary
Speedcast Cyprus Limited (f/k/a SAIT Communications Limited)	Cyprus	SpeedCast International Limited (100%)	Australia	Ordinary
SpeedCast UK Holdings Limited	England and Wales	SpeedCast International Limited (100%)	Australia	Ordinary
Speedcast Malta Limited (f/k/a Wins Limited)	Malta	SpeedCast International Limited (70%) Speedcast Malta Holdings Limited (f/k/a Wins Holdings Limited) (30%)	Australia Malta	Ordinary
SPEEDCAST AUSTRALIA PTY LIMITED	Australia	SpeedCast Group Holdings Pty Ltd (100%)	Australia	Ordinary
SpeedCast Americas, Inc.	Delaware, United States	SpeedCast Group Holdings Pty Ltd (100%)	Australia	Ordinary
Speedcast Communications Korea Ltd (f/k/a Harris Communications Korea Ltd)	Korea	SpeedCast Group Holdings Pty Ltd (100%)	Australia	Ordinary

Subsidiary	Jurisdiction of Incorporation or Organization of Subsidiary	Equity Holder / Partner (% of ownership of Subsidiary's outstanding Equity Interests)	Jurisdiction of Incorporation or Organization of Equity Holder / Partner	Type of Equity Interest
GCS Limited	Cayman Islands	SpeedCast Group Holdings Pty Ltd (100%)	Australia	Ordinary
SpaceLink Systems II, LLC (f/k/a SpaceLink System Inc)	Texas, United States	SpeedCast Group Holdings Pty Ltd (100%)	Australia	Ordinary
Speedcast Congo SARL (f/k/a Harris Communications Congo SARL)	Congo	SpeedCast Group Holdings Pty Ltd (100%)	Australia	Ordinary
Speedcast EG SARL (f/k/a Harris EG SARL)	Equatorial Guinea	SpeedCast Group Holdings Pty Ltd (65%) Jose Luis Garcia Tarifa (EG national) (25%) Miguel Ondo Obono (EG national) (5%) Luis Francisco Ondo (EG national) (5%)	Australia N/A N/A N/A	Ordinary
Harris Salam LLC	Qatar	SpeedCast Group Holdings Pty Ltd (49%) Salam Technology LLC (51%)	Australia Qatar	Ordinary
Speedcast Nigeria Limited (f/k/a Harris Global Communications Solutions Limited)	Nigeria	SpeedCast Group Holdings Pty Ltd (0.00002%) GCS Limited (99.99998%)	Australia Cayman Islands	Ordinary
Speedcast Canada Limited	Canada	SpeedCast Group Holdings Pty Ltd (100%)	Australia	Ordinary
Speedcast Communications (India) Private Limited (f/k/a Caprock Communications Private Limited)	India	SpeedCast Group Holdings Pty Ltd (49%) Jayesh Rajan Parelkar (51%) (Note: He is no longer an employee as he resigned recently. Speedcast is looking for a suitable replacement as he will no longer meet Indian residency requirements due to relocation)	Australia N/A	Ordinary
CapRock Communications (Australia) Pty Ltd	Australia	SpeedCast Group Holdings Pty Ltd (100%)	Australia	Ordinary

<b>Subsidiary</b>	<b>Jurisdiction of Incorporation or Organization of Subsidiary</b>	<b>Equity Holder / Partner (% of ownership of Subsidiary's outstanding Equity Interests)</b>	<b>Jurisdiction of Incorporation or Organization of Equity Holder / Partner</b>	<b>Type of Equity Interest</b>
Speedcast Saudi Arabia Limited	Saudi Arabia	SpeedCast Group Holdings Pty Ltd (100%)	Australia	Ordinary
SATELLITE COMMUNICATIONS AUSTRALIA PTY LTD	Australia	SPEEDCAST AUSTRALIA PTY LIMITED (100%)	Australia	Ordinary
OCEANIC BROADBAND SOLUTIONS PTY LTD	Australia	SPEEDCAST AUSTRALIA PTY LIMITED (100%)	Australia	Ordinary
SPEEDCAST MANAGED SERVICES PTY LIMITED (f/k/a Speedcast Pacific Pty Ltd)	Australia	SPEEDCAST AUSTRALIA PTY LIMITED (100%)	Australia	F Class Ordinary Shares (400) Ordinary (1,600)
Vcomms Limited	Papua New Guinea	SATELLITE COMMUNICATIONS AUSTRALIA PTY LTD (50%) Fish Tech (PNG) Limited (50%)	Australia Papua New Guinea	Ordinary
Pactel PNG Limited	Papua New Guinea	SPEEDCAST MANAGED SERVICES PTY LIMITED (f/k/a Speedcast Pacific Pty Ltd) (100%)	Australia	Ordinary
UltiSat, Inc.	Delaware, United States	SpeedCast Americas, Inc. (100%)	Delaware, United States	Ordinary
SpeedCast Communications, Inc.	Texas, United States	SpeedCast Americas, Inc. (100%)	Delaware, United States	Ordinary
Maritime Communication Services, Inc.	Delaware, United States	SpeedCast Americas, Inc. (100%)	Delaware, United States	Ordinary
NewCom International Inc.	Florida, United States	SpeedCast Americas, Inc. (100%)	Delaware, United States	Ordinary

<b>Subsidiary</b>	<b>Jurisdiction of Incorporation or Organization of Subsidiary</b>	<b>Equity Holder / Partner (% of ownership of Subsidiary's outstanding Equity Interests)</b>	<b>Jurisdiction of Incorporation or Organization of Equity Holder / Partner</b>	<b>Type of Equity Interest</b>
Ultisat, Europe A/S.	Denmark	UltiSat, Inc. (100%)	Delaware, United States	Ordinary
CR Communications, Inc.	Texas, United States	SpeedCast Communications, Inc. (100%)	Texas, United States	Ordinary
SpaceLink Systems, LLC	Delaware, United States	SpeedCast Communications, Inc. (100%)	Texas, United States	Ordinary
CapRock Participações do Brasil Ltda.	Brazil	SpaceLink Systems, LLC (1%) SpaceLink Systems II, LLC (99%)	Delaware, United States Texas, United State	Ordinary
CapRock Comunicações do Brasil Ltda.	Brazil	SpaceLink Systems, LLC (0.01%) CapRock Participações do Brasil Ltda. (99.99%)	Delaware, United States Brazil	Ordinary
CapRock Communications International, Inc.	Delaware, United States	CR Communications, Inc. (100%)	Texas, United States	Ordinary
CCI Services Corp.	Delaware, United States	CR Communications, Inc. (100%)	Texas, United States	Ordinary
SISCOMSAT dha. NewCom International Inc	Mexico	NewCom International Inc. (100%)	Florida, United States	Ordinary
NewCom International Inc Peru, S.A.C.	Peru	NewCom International Inc. (100%)	Florida, United States	Ordinary
Speedcast Zona Franca S.A.S	Colombia	NewCom International Inc. (100%)	Florida, United States	Ordinary
Speedcast Communications Servicios de Mexico, S. de R.L. de C.V. (partnership)	Mexico	SISCOMSAT dha. NewCom International Inc (99.9%) SpaceLink Systems II, LLC (99%) (0.1%)	Mexico Texas, United States	Ordinary

Subsidiary	Jurisdiction of Incorporation or Organization of Subsidiary	Equity Holder / Partner (% of ownership of Subsidiary's outstanding Equity Interests)	Jurisdiction of Incorporation or Organization of Equity Holder / Partner	Type of Equity Interest
Speedcast Communications de Mexico, S. de R.L. de C.V. (partnership)	Mexico	SISCOMSAT dha. NewCom International Inc (99.9%) SpaceLink Systems II, LLC (99%) (0.1%)	Mexico  Texas, United States	Ordinary
CapRock International Holdings Ltd	Bermuda	SpaceLink Systems II, LLC (99%)	Texas, United States	Ordinary
CapRock Comunicacoes Angola, LDA	Angola	SpaceLink Systems II, LLC (1%) CapRock International Holdings Ltd (99%)	Texas, United States Bermuda	Ordinary
PT CapRock Communications	Indonesia	CapRock International Holdings Ltd (95%) Irwan Bunyamin Afiff (5%)	Bermuda N/A	Ordinary
Harris PNG Ltd	Papua New Guinea	CapRock Communications (Australia) Pty Ltd (100%)	Australia	Ordinary
Wins Germany GmbH	Germany	Speedcast Malta Limited (f/k/a Wins Limited) (100%)	Malta	Ordinary
DH-Intercom GmbH & Co KG (partnership)	Germany	Wins Germany GmbH (100%)	Germany	Ordinary
DH-Intercom Verwaltungsgesellschaft mbH	Germany	DH-Intercom GmbH & Co KG (100%)	Germany	Ordinary
CAPROCK UK LIMITED	Scotland	SpeedCast UK Holdings Limited (100%)	England and Wales	Ordinary
Harris Communication (Egypt) LLC	Egypt	Speedcast UK Holdings Limited (UK) (99.99591% / 24499 shares) PJ Beylier (0.00409% / 1 share)		Ordinary
SpeedCast Norway AS (f/k/a Harris Norge AS)	Norway	SpeedCast UK Holdings Limited (100%)	England and Wales	Ordinary
Speedcast France SAS (f/k/a Geolink Satellite Services SAS)	France	SpeedCast UK Holdings Limited (100%)	England and Wales	Ordinary

Subsidiary	Jurisdiction of Incorporation or Organization of Subsidiary	Equity Holder / Partner (% of ownership of Subsidiary's outstanding Equity Interests)	Jurisdiction of Incorporation or Organization of Equity Holder / Partner	Type of Equity Interest
HERMES DATACOMMUNICATIONS INTERNATIONAL LIMITED	England and Wales	SpeedCast UK Holdings Limited (100%)	England and Wales	Ordinary
CAPROCK COMMUNICATIONS PTE. LTD.	Singapore	SPEEDCAST SINGAPORE PTE. LTD. (100%)	Singapore	Ordinary
Satcomms Limited	British Virgin Islands	SpeedCast Limited (50%) Evolution Communications Group Limited (50%)	Hong Kong	Ordinary
Speedcast (Beijing) Communication Technology Company Ltd.	China	SpeedCast Limited (100%)	Hong Kong	Ordinary
Speedcast Netherlands BV	Netherlands	SpeedCast Limited (100%)	Hong Kong	Ordinary
Hilal al-Furat General Trading Company Limited	Iraq	HERMES DATACOMMUNICATIONS INTERNATIONAL LIMITED (100%)	England and Wales	Ordinary
LLP Hermes Datacomms (partnership)	Kazakhstan	HERMES DATACOMMUNICATIONS INTERNATIONAL LIMITED (49%) Anastacia Nismelainina (employee) (51%)	England and Wales  N/A	Ordinary
Connect VSAT Angola Lda	Angola	Rui Alberto Tavarase De Araújo Faria (99%) Mário António Gama Dos Santos (1%) (The shareholders hold the shares in this entity as nominees for HERMES DATACOMMUNICATIONS INTERNATIONAL LIMITED (England and Wales))		Ordinary

Subsidiary	Jurisdiction of Incorporation or Organization of Subsidiary	Equity Holder / Partner (% of ownership of Subsidiary's outstanding Equity Interests)	Jurisdiction of Incorporation or Organization of Equity Holder / Partner	Type of Equity Interest
Connect VSAT SARL	Algeria	Amina Fekkani (46%) Sid Ali Merzouki (5%) Andrew Trelawny (5%) Gary Steer (44%) (The shareholders hold the shares in this entity as nominees for HERMES DATACOMMUNICATIONS INTERNATIONAL LIMITED (England and Wales))		Ordinary
Speedcast Kenya Ltd.	Kenya	HERMES DATACOMMUNICATIONS INTERNATIONAL LIMITED (100%)	England and Wales	Ordinary
Speedcast Communications Limited	Kurdistan	HERMES DATACOMMUNICATIONS INTERNATIONAL LIMITED (88%) Las Ezzulddin Hamad Dzay (12%)	England and Wales  N/A	Ordinary
Hermes Communications Libya	Libya	HERMES DATACOMMUNICATIONS INTERNATIONAL LIMITED (65%) Elham Saleh (8.75%) Fatma Elshebani (8.75%) Saleh Ben Saleh (8.75%) Adel Tobji (8.75%)	England and Wales  N/A N/A N/A N/A	Ordinary
Speedcast Myanmar Company Limited	Myanmar	HERMES DATACOMMUNICATIONS INTERNATIONAL LIMITED (100%)	England and Wales	Ordinary
OOO Hermsat, Russia	Russia	HERMES DATACOMMUNICATIONS INTERNATIONAL LIMITED (100%)	England and Wales	Ordinary

Subsidiary	Jurisdiction of Incorporation or Organization of Subsidiary	Equity Holder / Partner (% of ownership of Subsidiary's outstanding Equity Interests)	Jurisdiction of Incorporation or Organization of Equity Holder / Partner	Type of Equity Interest
Orta Aziya Aragatnashyk	Turkmenistan	Lyubov Arhangel'skaya (50%) Guvanch Yalkapov (50%) (The shareholders hold the shares in this entity as nominees for HERMES DATACOMMUNICATIONS INTERNATIONAL LIMITED (England and Wales))		Ordinary
Hermes Datacommunications USA, Inc.	United States	HERMES DATACOMMUNICATIONS INTERNATIONAL LIMITED (100%)	England and Wales	Ordinary
Speedcast Ghana Ltd	Ghana	HERMES DATACOMMUNICATIONS INTERNATIONAL LIMITED (90%) Draper Oil Ghana Limited (10%)	England and Wales	Ordinary
Speedcast Energy Sdn Bhd	Malaysia	HERMES DATACOMMUNICATIONS INTERNATIONAL LIMITED (30%) Malaya Communication Holding Sdn Bhd (70%)	England and Wales Malaysia	Ordinary
Malaya Communication Holdings Sdn Bhd	Malaysia	Two indigenous Malay nationals (100%) HERMES DATACOMMUNICATIONS INTERNATIONAL LIMITED has a loan and options agreement in place with this entity.		Ordinary
Speedcast Communications Services Sdn Bhd (f/k/a Harris Communications Services Sdn Bhd)	Malaysia	Malaya Communication Holdings Sdn Bhd (51%) Speedcast Energy Sdn Bhd (49%)	Malaysia Malaysia	Ordinary



**Schedule 3.09**

*Litigation*

None.

**Schedule 3.17**

*Environmental Matters*

None.

**Schedule 3.18***Insurance*

<b>Class of Insurance:</b>	<b>Professional Indemnity Insurance</b>
<b>Policy Period:</b>	07 February 2018 to 06 February 2019 both days inclusive
<b>Insurers:</b>	<u>Primary</u> Chubb Insurance Hong Kong Limited  <u>1st</u> <span style="float: right;"><u>Excess</u></span> AIG Insurance Hong Kong Limited - 50% lead Assicurazioni Generali S.p.A. - Hong Kong Branch - 25% QBE Hongkong & Shanghai Insurance Limited - 25%
<b>Scope of Coverage:</b>	<u>Insuring Clause 1a - Professional Services</u> Insurer shall pay, on behalf of an Insured, all Loss which such Insured becomes legally obliged to pay on account of any Claim first made against such Insured during the Policy Period or any Extended Reporting Period, for a Wrongful Act.  <u>Insuring Clause 1b - Legal Representation Expenses</u> Insurer shall pay, on behalf of an Insured Person, Legal Representation Expenses on account of any Formal Investigation commenced during the Policy Period up to the amount of the sub limit set forth on the Schedule
<b>Limit of Indemnity:</b>	Primary - USD 20,000,000 each and every claim and in the aggregate Excess - USD 20,000,000 each and every claim and in the aggregate
<b>Deductible:</b>	AUD 200,000 each and every claim

<b>Class of Insurance:</b>	<b>Property Damage / Business Interruption</b>
<b>Policy Period:</b>	From 00:01 hr on 1st September 2017 to 24:00 hr on 30 September 2018 (Both days inclusive, Local Standard Time at the locations of the property involved)
<b>Insurer:</b>	Zurich Insurance Company Limited
<b>Locally admitted policies issued in (LIST OF COUNTRIES):</b>	Hong Kong (Master Policy), Algeria, Angola, Australia, Brazil, Indonesia, Kazakhstan, Libya, Malaysia, Mexico, Nigeria, Papua New Guinea, Russia, UAE, UK FOS (including Greece, Netherlands, Norway), USA.
<b>Non-admitted coverage provided in (LIST OF</b>	Christmas Island, Singapore

<b>COUNTRIES):</b>	
<b>Difference in Limits/Difference in Conditions provided in (LIST OF COUNTRIES):</b>	Algeria, Angola, Australia, Brazil, Indonesia, Kazakhstan, Libya, Malaysia, Mexico, Nigeria, Papua New Guinea, Russia, UAE, UK FOS (including Greece, Netherlands, Norway), USA.
<b>Scope of Coverage:</b>	<p>All Risks of Physical Loss or Damage (other than from an excluded cause) in respect of all real and personal property of every kind, nature and description belonging to the Insured or in which the Insured has an insurable interest or property of others in the Insured's care, custody or control or which the Insured has agreed to insure prior to loss or damage.</p> <p>Loss of Gross Profit / Increased Cost of Working and / or Additional Increased Cost of Working and / or Rent arising from loss and / or damage to property, and as more fully defined in the policy form.</p>
<b>Deductibles:</b>	<p><b>For</b> <b>SpeedCast</b>  USD50,000 any one occurrence, Property Damage and Business Interruption combined</p> <p><b>For</b> <b>CapRock</b>  Non USA locations  General - 5% of adjusted loss or USD50,000 whichever is greater per occurrence, subject to maximum of USD1,000,000 per occurrence, Property Damage and Business Interruption combined</p> <p>For natural Catastrophe Event - USD100,000 any one occurrence, Property Damage and Business Interruption combined  USA locations  General - 10% of adjusted loss or USD100,000 whichever is greater per occurrence, subject to maximum of USD1,000,000 per occurrence, Property Damage and Business Interruption combined</p> <p>The above deductible to apply for each and every loss, unless otherwise more specified in below table:</p> <p>For Earthquake at locations in the State of California, USA - USD50,000 or 3% of the property damage and business interruption total insured values as declared to the Insurer at each affected premise, whichever is greater for each and every loss</p> <p>For Windstorm at locations in the State of Florida, USA - USD2,500,000 any one occurrence, Property Damage and Business Interruption combined</p> <p>For Windstorm at locations in USA (except the State of Florida) - USD1,000,000 or 2% of the property damage and business</p>

	<p>interruption total insured values as declared to the Insurer at each affected premise, whichever is greater for each and every loss</p> <p>For Flood at locations in USA - Property Damage: USD750,000 any one occurrence</p> <p>Business Interruption: Time excess 3 days</p> <p><u>Miscellaneous</u> <u>Unnamed</u> <u>Location</u> 20% of adjusted loss or USD300,000 whichever is higher per occurrence, Property Damage and Business Interruption combined</p> <p><u>Deployable</u> <u>Asset</u> 25% of adjusted loss or USD1,000,000 whichever is higher per occurrence, Property Damage and Business Interruption combined</p>
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<b>Class of Insurance:</b>	<b>Public and Products Liability</b>
<b>Policy Period:</b>	<p>From 00:01 hr on 1st October 2017 to 24:00 hr on 30 September 2018</p> <p>(Both dates inclusive, Local Standard Time at the address of the Insured's business units as applicable)</p>
<b>Insurer:</b>	Chubb Insurance Hong Kong Limited
<b>Locally admitted policies issued in (LIST OF COUNTRIES):</b>	<p>Hong Kong (Master Policy), Algeria, Angola, Australia, Brazil, Canada, Colombia, Congo, Egypt, Equatorial Guinea, India, Indonesia, Iraq, Kazakhstan, Korea, Malaysia, Mexico, Nigeria, Papua New Guinea, Peru, Russia, Singapore, UAE, UK FOS (including France, Germany, Greece, Italy, Netherlands, Norway and Romania), USA.</p> <p><u>with limit of USD5 million per occurrence &amp; in aggregate</u> Algeria, Angola, Brazil, Canada, Colombia, Congo, Egypt, Equatorial Guinea, India, Indonesia, Iraq, Kazakhstan, Korea, Malaysia, Mexico, Nigeria, Papua New Guinea, Peru, Russia, Singapore, UAE, UK FOS, USA</p>
<b>Non-admitted coverage provided in (LIST OF COUNTRIES):</b>	Christmas Island, Hawaii, Tuvalu, Kurdistan, Libya, Middle East (Dubai), Turkmenistan, Romania, Trinidad & Tobago, Iraq, Saudi Arabia, Kenya
<b>Difference in Limits/Difference in Conditions provided in (LIST OF COUNTRIES):</b>	Algeria, Angola, Australia, Brazil, Canada, Colombia, Congo, Egypt, Equatorial Guinea, India, Indonesia, Iraq, Kazakhstan, Korea, Malaysia, Mexico, Nigeria, Papua New Guinea, Peru, Russia, Singapore, UAE, UK FOS (including France, Germany, Greece, Italy, Netherlands, Norway and Romania), USA.
<b>Scope of Coverage:</b>	To indemnify the Insured against all sums which the Insured shall become legally liable to pay as damage consequent upon accidents:-

	<p>- injury to third parties</p> <p>- loss of or damage to property of third parties</p> <p>arising through or in connection with the Insured's business subject to exclusions as mentioned in the original policy and products, sold, distributed and supplied.</p>
<b>Limit of Liability:</b>	<p>USD20,000,000 any one occurrence / unlimited during the policy period</p> <p>USD20,000,000 any one occurrence and in aggregate during the policy period with respect to Products Liability and Completed Operation</p> <p>USD20,000,000 any one occurrence and in aggregate with respect to Excess Automobile Liability</p> <p>USD20,000,000 any one occurrence and in aggregate with respect to Excess Employers' Liability</p>
<b>Deductibles:</b>	USD10,000 any one occurrence
<b>Territorial Limit:</b>	Worldwide

<b>Class of Insurance:</b>	<b>Public and Products Liability</b>
<b>Policy Period:</b>	<p>From 00:01 hr on 1st October 2017 to 24:00 hr on 30 September 2018</p> <p>(Both dates inclusive, Local Standard Time at the address of the Insured's business units as applicable)</p>
<b>Insurer:</b>	XL Insurance Company SE, Hong Kong Branch
<b>Locally admitted policies issued in (LIST OF COUNTRIES):</b>	<p>Hong Kong (Master Policy)</p> <p>FOS policy covering France, Germany Greece, Italy Malta Netherlands, Norway and UK</p>
<b>Scope of Coverage:</b>	<p>To indemnify the Insured against all sums which the Insured shall become legally liable to pay as damage consequent upon accidents:-</p> <p>- injury to third parties</p> <p>- loss of or damage to property of third parties</p> <p>arising through or in connection with the Insured's business subject to exclusions as mentioned in the original policy and products, sold, distributed and supplied.</p>
<b>Limit of Liability:</b>	<p>USD80,000,000 in excess of USD20,000,000 any one occurrence / unlimited during the policy period</p> <p>USD80,000,000 in excess of USD20,000,000 any one occurrence and in aggregate during the policy period with respect to Products Liability &amp; Completed Operation</p>

<b>Territorial Limit:</b>	Worldwide
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<b>Class of Insurance:</b>	<b>Group Business Travel</b>		
<b>Policy Period:</b>	From 01st September 2017 to 30th September 2018 (both days inclusive) Local Standard Time at the location of the Insured		
<b>Insurer:</b>	Zurich Insurance Company Limited		
<b>Locally admitted policies issued in (LIST OF COUNTRIES):</b>	Hong Kong (Master Policy), USA, FOS (including France, Germany, Greece, Italy, Malta, Netherlands, Norway, UK)		
<b>Non-admitted coverage provided in (LIST OF COUNTRIES):</b>	Singapore, USA, UK and Greece		
<b>Scope of Coverage:</b>	24 hours worldwide covering the Insured Person against Accidental Death, Bodily Injury and any coverage specified hereunder while on the business of the Policyholder outside the territory of Hong Kong and stationed countries as specified.		
<b>Deductible:</b>	Nil		
<b>Aggregate Limit:</b>	USD6,500,000 per occurrence / conveyance / terrorism		
<b>Schedule of Benefits:</b>		<u>Amount of Benefit Per Person (USD)</u>	
	<b>Personal Accident and Medical</b>		
	A) Personal Accident (Scale II)	258,064	
	B) Medical Expenses	129,032	
	- Follow-up treatment within 365 days		
	- Injury caused: up to 100% of unused portion		
	- Sickness caused: up to 100% of unused portion		
	- Expenses payable to Chinese bonesetter, acupuncturist, Chinese Medical Practitioner, chiropractor up to USD20 Per Visit Per Day / Max. USD385 in aggregate		
	C) Emergency Medical Evacuation	Unlimited	
	D) Return of Mortal Remains	Unlimited	

	E) Burns Benefit (2nd and 3rd Degree)	12,903	
	F) Mobility Extension	2,581	
	<b>Personal Belongings</b>		
	A) Personal Baggage - Per item limit USD387	2,580	
	B) Personal Money	645	
	C) Emergency Cash - Daily limit of benefit USD65	1,290	
	<b>Travel Inconvenience</b>		
	A) Trip Cancellation (Extend to cover Natural Catastrophe)*	3,871	
	B) Trip Curtailment (Extend to cover Natural Catastrophe)*	3,871	
	C) Staff Replacement	1,290	
	D) Trip Re-route - Eligible duration period 6 hours	1,935	
	E) Travel Delay - Eligible duration period 6 hours - Amount of Benefit per interval USD65	260	
	F) Baggage Delay - Eligible duration period 6 hours	129	
	G) Document Loss	1,290	
	<b>Special care</b>		
	A) Care Visit	2,581	
	B) Credit Card Protection	2,581	
	C) Recruitment Expenses	2,581	
	D) Kidnap - USD129 per day	1,935	
	<b>Personal Legal Liability</b>	258,064	
	* Natural Catastrophe means landslide, lightning, typhoon, earthquake, volcanic eruption, tsunami, hurricane or sandstorm that		



	occurs in the destination listed under the travel itinerary.	
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<b>Class of Insurance:</b>	<b>Marine</b>
<b>Policy Period:</b>	For shipment sailing &/or departing on and after 00:01 1st September 2016 to 24:00 30th September 2018
<b>Insurer:</b>	Zurich Insurance Company Ltd
<b>Insured (Covered by Master or local policies):</b>	<p>Speedcast International Ltd.  SpeedCast Australia Pty Ltd (ACS)  Oceanic Broadband Solutions Pty Ltd (OBS)  SpeedCast Singapore Pte Limited  SpeedCast Singapore 2 Pte Limited  SpeedCast Americas (SAM)  NewCom International, Inc.  Harris Caprock Communications, Inc.  Maritime Communications Services, Inc  CapRock Communications (Australia) Pty Ltd  CapRock Communications Pte. Ltd.</p> <p>&amp;/or their associates, affiliates or subsidiaries for their respective rights and interests may appear</p>
<b>Locally admitted policies issued in (LIST OF COUNTRIES):</b>	Hong Kong (Master Policy), Angola, Brazil, Indonesia, Malaysia, Mexico, Nigeria, USA and FOS Policy (including Cyprus, Frnace, Netherlands, Norway, UK)
<b>Non-admitted coverage provided in (LIST OF COUNTRIES) (Voyages):</b>	<p>1) From worldwide to Worldwide excluding Cuba, Iran, North Korea, Republic of Sudan (North), Syria, Crimea and Sevastopol</p> <p>Major Voyage to/from Afghanistan, Algeria, Angola, Argentina, Australia, Bangladesh, Belgium, Belice, Bolivia, Brazil, Cambodia, Cameroon, Canada, Chad, Chile, China, Colombia, Congo, Cyprus, Czech Republic, Denmark, Djibouti, Doha, East Timor, Ethiopia, France, Fiji, Gabon, Germany, Ghana, Greece, Guyana, Hawaii, Holland, Hong Kong, India, Indonesia, Iraq, Israel, Italy, Japan, Jordan, Kazakhstan, Kenya, Kiribati, Libya, Madagascar, Malaysia, Maldives, Malta, Mexico, Myanmar, Mongolia, Mozambique, Netherlands, New Caledonia, New Zealand, Nigeria, Norway, Oman, Panama, Peru, Pakistan, Papua New Guinea, Philippines, Russia, Samoa, Saudi Arabia, Singapore, Solomon Islands, Somalia, South Africa, South Korea, Spain, Sri Lanka, South Sudan, Sweden, Taiwan, Thailand, Tonga, Trinidad, Turkmenistan, United Arab Emirates (UAE), UK, USA, Vietnam, Yemen and Zambia</p> <p>2) Inland Transit within the territory of Angola, Australia, Brazil, China, Colombia, Cyprus, Greece, Malaysia, Mexico,</p>

	Netherlands, Papua New Guinea, Peru, Singapore, United Arab Emirates (UAE), UK and USA
<b>Difference in Limits/Difference in Conditions provided in (LIST OF COUNTRIES) (Limit of Liability):</b>	<p>For Caprock entities : USD900,000 by any one Approved Vessel &amp;/or Airfreight &amp;/or Courier Shipment &amp;/or Connecting Conveyance &amp;/or in any one Locality in respect of any one accident or series of accidents arising out of the same event</p> <p>For Others : USD500,000.00 by any one Approved Vessel and/or Airfreight and/or Courier Shipment and/or Connecting Conveyance and/or in any one Locality in respect of any one accident or series of accidents arising out of the same event.</p>
<b>Scope of Coverage:</b>	<p>This insurance is upon all lawful merchandise consisting principally of:</p> <p>On Telecommunication equipment - VSAT terminals and antenna, satellite communication equipment, multiplexers, modems, circuit boards, digital media contents, turnkey video products</p> <p>Shipped by or consigned to the Assured or shipped by or consigned to others for the account of the Assured; but excluding:</p> <p>A. shipments outside the scope of Voyages and Conveyances as specified; or</p> <p>B. i. shipment sold by the Assured on terms which do not include ocean marine insurance; or</p> <p>ii. Shipment purchased by the Assured on terms which include ocean marine insurance</p>
<b>Deductible:</b>	Nil
<b>Certificate issuance procedure:</b>	<p>When required, designated users can generate certificates the online marine cargo certificate system Genoa / Oceanwide. <a href="https://zurichhk.genoainsurance.net/Default.aspx">https://zurichhk.genoainsurance.net/Default.aspx</a> or respective local websites for local entities (Not applicable for Angola and Mexico)</p> <p>Users can login the respective websites and input the shipment details to generate the certificates. If new users are to be added, please advise JLT the name and email address of the new users</p>

<b>Class of Insurance:</b>	<b>Directors' and Officers' Liability Insurance</b>
<b>Policy Period:</b>	00:00 on 1 September 2017 - 24:00 on 30 September 2018
<b>Insurers:</b>	<p><u>Primary</u> Chubb Insurance Hong Kong Limited</p> <p><u>1st</u> <span style="float: right;"><u>Excess</u></span> Allied World Assurance Company</p>

	<u>2nd</u> <span style="float: right;"><u>Excess</u></span> 87.5% - Allianz Global Corporate and Specialty SE Hong Kong Branch 12.5% - ACE Insurance Ltd, a Chubb Company Non-admitted coverage provided for all subsidiaries
<b>Scope of Coverage:</b>	A. Directors and Officers Liability Coverage B. Company Reimbursement Coverage C. Entity Securities Claims Coverage (available under Primary and First Excess Policies only) D. Legal Representation Expenses – Directors and Officers Liability E. Legal Representation Expenses – Company Reimbursement
<b>Locally admitted policies issued in (LIST OF COUNTRIES):</b>	Hong Kong (Master Policy), Brazil, Indonesia, Malaysia, Kazakhstan, Mexico, Nigeria, Russia, UAE, UK FOS.
<b>Class of Insurance:</b>	<b>Prospectus Liability Insurance (non Renewable)</b>
<b>Policy Period:</b>	From 4:00 pm on 1 July 2014 to 4:00 pm on 1 July 2021 (Both dates inclusive)
<b>Insurers:</b>	<u>Primary</u> Chubb Company Insurance Company of Australia Limited <u>1st</u> <span style="float: right;"><u>Excess</u></span> Zurich Australia Insurance Limited <u>2nd</u> <span style="float: right;"><u>Excess</u></span> 75% - Allianz Australia Ltd. 25% - Zurich Insurance Australia
<b>Scope of Coverage:</b>	This provides cover for the liabilities incurred in a public offering of shares that the main risk relates to misinterpretation of information contained in the investment prospectus that is sent to current and potential investors.

<b>Class of Insurance:</b>	<b>Special Risks</b>
<b>Period:</b>	14 August 2016 to 14 August 2019 both dates at 00.01 hours Local Standard Time at the Principal Address of the Insured
<b>Insurer:</b>	Hiscox Syndicate 33 at Lloyds of London
<b>Insured:</b>	Speedcast including Hermes Datacoms and Geolink
<b>Countries included in the programme:</b>	Coverage is worldwide excluding the Gulf of Aden, the Gulf of Guinea, The Indian Ocean
<b>Scope of Coverage:</b>	Limits : USD 5m per insured event

<b>Insured Perils:</b>	Kidnap Extortion Products Wrongful Hijack Dissapearance Hostage Emergency Threat	Extortion Detention     Crisis Repatriation
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<b>Class of Insurance:</b>	<b>Medical</b>
<b>Policy Period:</b>	1 April 2017 to 31 March 2018
<b>Insurer:</b>	AXA General Insurance Co. Ltd.
<b>Policyholder:</b>	SpeedCast Limited
<b>Affiliate company:</b>	
<b>Countries included in the programme:</b>	Hong Kong
<b>Eligibility:</b>	All full time employees are eligible to join the plan on the date of employment or specified in the employment contract
<b>Classification:</b>	Plan 1 - General Staff Plan 2 - Director / Senior Manager / Associate Director Plan 3 - Executive Staff
<b>Operative Time:</b>	24 hour world-wide
<b>Dependant cover:</b>	Yes for all classes  Spouse under the age of 65 and dependent children age between 14 days up to 19 or, if being a full-time children, up to 23 will be covered
<b>Conversion privilege:</b>	Conversion medical plan "PortaProtection" is provided for those terminated or existing members aged below 65 who have been continuously covered under the group medical policy for at least 12 months.
<b>Scope of Coverage:</b>	Hong Kong Office 1. Hospitalization and Surical Benefits 2. Supplementary Major Medical Benefits 3. Outpatient Benefits
<b>Note:</b>	1. Members have free choice of doctor and hospital. 2. Outpatient credit facility is provided by using the medical card to visit AXA network doctor (Applicable in Hong Kong only). 3. Inpatient credit facility is provided on case by case basis. Letter of Guarantee will be issued to the hospital once the pre-approval

	is granted by AXA. (Applicable in Hong Kong only).
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<b>Class of Insurance:</b>	<b>Life</b>
<b>Policy Period:</b>	1 April 2017 to 31 March 2018
<b>Insurer:</b>	Zurich Life Insurance Co. Ltd.
<b>Policyholder:</b>	SpeedCast Limited
<b>Affiliate companies:</b>	
<b>Countries included in the programme:</b>	1. Hong Kong office 2. Indonesia office
<b>Eligibility:</b>	All eligible full time employees and consultants on the date of employment or commencement of contract
<b>Classification:</b>	Plan 1 - All Staff (including engineers requiring installation work) Plan 2 - Consultant
<b>Operative Time:</b>	24 hour world-wide
<b>Scope of Coverage:</b>	1. Life - Any cause of death 2. Accidental Death and Dismemberment (ADD) 3. Total and Permanent Disability (TPD) - own or similar occupation (6 months waiting period)
<b>Extension:</b>	1. Terminal illness benefit 2. Extended death benefit
<b>Benefit:</b>	36 times basic monthly salary for all staff
<b>Guaranteed Issue Limit:</b>	HKD 6,000,000
<b>Note:</b>	1. Simplified Administration. 2. Prior notification is required for addition of Consultant under Plan 2 and acceptance of cover is subject to approval.

<b>Class of Insurance:</b>	<b>Dental</b>
<b>Policy Period:</b>	1 April 2017 to 31 March 2018
<b>Service Provider:</b>	UMP Professional Management Ltd
<b>Policyholder:</b>	SpeedCast Limited
<b>Countries included in the programme:</b>	Hong Kong
<b>Eligibility:</b>	All full time employees are eligible to join the plan on the date of employment or specified in the employment contract
<b>Classification:</b>	Plan A : General Staff Plan B : Executive Staff / Director / Senior Manager / Associate

	Director
<b>Operative Time:</b>	During operating hours of service provider
<b>Dependant cover:</b>	Yes for all classes
<b>Scope of Coverage:</b>	Service is provided in designated dental centres in Hong Kong, Macau and Beijing

**Plan A (UMP Scheme code: 431D)**

<b>Primary Dental Care 基本牙科護理 (Plan A - UMP Scheme code: 431D)</b>	
<b>Annual Fee: HK\$345/head (年費: 每位港幣 345 元)</b>	
<b>Approximate Headcount: 68</b>	
<ul style="list-style-type: none"> <li>- The fee will be paid in advance annually and adjustment of headcount number will be made at the end of contract year. 年費會以預繳方式進行，所有因會員數目之調整將會在合約期滿時進行。</li> <li>- Full fee will be charged to those eligible members who join the scheme during the scheme year. 合資格的會員如中途加入計劃，均需繳付全年年費。</li> <li>- No refund will be made for those eligible members who left the scheme during the scheme year. 若已參加計劃的會員中途終止計劃，已繳之年費將不被退回。</li> </ul>	
<b>Coverage 計劃內容</b>	<b>Limitation 次數限制</b>
<b>Scaling &amp; Polishing 洗牙服務</b> <ul style="list-style-type: none"> <li>- Oral hygienic Instruction 口腔衛生護理指導</li> <li>- Preventive Advice 口腔疾病預防建議</li> </ul>	<b>Twice per contract year</b> 每合約年度 2 次
<b>Oral Examination 口腔檢查</b> <ul style="list-style-type: none"> <li>- Treatment Planning 治療計劃</li> </ul>	<b>Unlimited</b> 不限次數
Intra-oral X-ray (small film) 口腔內 X 光檢驗 (細片)	
<b>Fillings due to decay 由蛀牙引起之補牙</b> <ul style="list-style-type: none"> <li>- Amalgam fillings for posterior teeth 後排牙齒的銀粉補牙</li> <li>- Composite fillings for anterior teeth (canine and incisors only) 前排牙齒 (門牙及犬齒) 的瓷粉補牙</li> </ul>	
Simple Extraction (without surgery & excluding wisdom teeth) 簡單脫牙 (不包括手術脫牙及智慧齒)	
Emergency Consultation within clinic hours 診所開診時間內緊急診症服務	
Emergency Dressing to relieve toothache 臨時牙痛舒緩及敷藥	
Drainage of abscesses (without surgery) 清除牙瘡治療 (不需手術)	
Drugs Therapy for relief of pain and infection 藥物治療痛症及消炎	

### EXCLUDED CONDITIONS AND ITEMS 不保項目

- Any extraction for orthodontic reasons. 任何因牙齒矯正所需之拔牙。
- Any dental treatment for the purpose of beautification 任何美容性質之牙科治療。
- All re-treatments of previous dental procedures. 所有重做之牙科治療。
- Any treatments that require the attention of a dental specialist 任何需要牙科專科醫生跟進之治療。



**Plan B (UMP Scheme code: 562D)****Primary Dental Care 基本牙科護理 (Plan B - UMP Scheme code: 562D)****Annual Fee: HK\$750/head (年費: 每位港幣 750 元)****Approximate Headcount: 27**

- The fee will be paid in advance annually and adjustment of headcount number will be made at the end of contract year.  
年費會以預繳方式進行，所有因會員數目之調整將會在合約期滿時進行。
- Full fee will be charged to those eligible members who join the scheme during the scheme year.  
合資格的會員如中途加入計劃，均需繳付全年年費。
- No refund will be made for those eligible members who left the scheme during the scheme year.  
若已參加計劃的會員中途終止計劃，已繳之年費將不被退回。

**Coverage 計劃內容****Limitation 次數限制****Scaling & Polishing 洗牙服務**

- Oral hygienic Instruction 口腔衛生護理指導
- Preventive Advice 口腔疾病預防建議

**Twice per contract year  
每合約年度 2 次****Oral Examination 口腔檢查**

- Treatment Planning 治療計劃

Topical Fluoride Varnishing 氟劑抗敏感及防止蛀牙

Intra-oral X-ray (small film) 口腔內 X 光檢驗 (細片)

Panoramic X-ray (To be conducted at appointed centre)  
全口 X 光檢驗 (於指定牙科中心提供)**Fillings due to decay 由蛀牙引起之補牙**

- Amalgam fillings for posterior teeth 後排牙齒的銀粉補牙
- Composite fillings for anterior teeth (canine and incisors only)  
前排牙齒 (門牙及犬齒) 的瓷粉補牙

Simple Extraction (without surgery & excluding wisdom teeth)  
簡單脫牙 (不包括手術脫牙及智慧齒)Extraction of wisdom tooth without surgery  
智慧牙齒脫牙 (不需手術脫牙)

Root Canal Treatment 根管治療

Recement loose crowns and inlays 重新接合齒冠及鑲嵌物

Control of Haemorrhage; pack, sutures 裹傷及縫線

Pin Restoration 金屬螺絲鞏固牙齒結構

Emergency Consultation within clinic hours  
診所開診時間內緊急診症服務Emergency Dressing to relieve toothache  
臨時牙痛舒緩及敷藥Drainage of abscesses (without surgery)  
清除牙瘡治療 (不需手術)Drugs Therapy for relief of pain and infection  
藥物治療痛症及消炎

Periodontal Treatment without surgery 非手術性牙周病治療

**Unlimited  
不限次數****EXCLUDED CONDITIONS AND ITEMS 不保項目**

- 1 Any extraction for orthodontic reasons. 任何因牙齒矯正所需之脫牙。
- 2 Any dental treatment for the purpose of beautification 任何美容性質之牙科治療。
- 3 All re-treatments of previous dental procedures 所有重做之牙科治療。
- 4 Any treatments that require the attention of a dental specialist 任何需要牙科專科醫生跟進之治療。

<b>Class of Insurance:</b>	<b>Keyman</b>
<b>Policy Period:</b>	16 July 2017 to 15 July 2018

<b>Insurer:</b>	Liberty International Insurance Limited
<b>Policyholder:</b>	SpeedCast Limited
<b>Eligibility:</b>	Beylier Pierre Jean Joseph Andre
<b>Operative Time:</b>	24 hour world-wide
<b>Scope of Coverage:</b>	Life
<b>Extension:</b>	Terminal Illness Benefit - 50% of Term Life Insurance
<b>Benefit:</b>	US\$10,000,000
<b>Guaranteed Issue Limit:</b>	N/A

<b>Class of Insurance:</b>	<b>Commercial General Liability Insurance – UltiSat, Inc.</b>
<b>Policy Period:</b>	01 January 2018 to 01 January 2019
<b>Insurers / Policy No.:</b>	CNA Commercial Insurance Policy No. 6020551891

<b>Class of Insurance:</b>	<b>Commercial Property Liability Insurance – Umbrella Liability and Excess Liability Insurance – UltiSat, Inc.</b>
<b>Policy Period:</b>	01 January 2018 to 01 January 2019
<b>Insurers / Policy No.:</b>	CNA Commercial Insurance Policy No. 6020551888

<b>Class of Insurance:</b>	<b>Various Other Policies – UltiSat, Inc.</b>
<b>Policy Period:</b>	Various
<b>Insurers / Policy No.:</b>	As disclosed to the Administrative Agent on the Closing Date



**Schedule 3.21**

*Labor Matters*

None.

**Schedule 4.01(d)***Initial Security Documents and Certain Closing Deliverables****Part I: Initial Security Documents***

	Jurisdiction	Description of Security Document
1.	Australia	<ul style="list-style-type: none"> <li>• Security Trust Deed</li> <li>• General Security Deed, executed by each Australian Loan Party and the Security Trustee</li> </ul>
2.	England	<ul style="list-style-type: none"> <li>• Security Agreement, executed by the Security Trustee and HERMES DATACOMMUNICATIONS INTERNATIONAL LIMITED</li> <li>• Security Agreement, executed by the Security Trustee and SpeedCast UK Holdings Limited</li> <li>• Security Agreement Over Shares, executed by the Security Trustee and SpeedCast International Limited, relating to a pledge of the Equity Interests of SpeedCast UK Holdings Limited</li> </ul>
3.	Singapore	<ul style="list-style-type: none"> <li>• Security Agreement, executed by the Security Trustee and SPEEDCAST SINGAPORE PTE. LTD.</li> <li>• Security Agreement, executed by the Security Trustee and CAPROCK COMMUNICATIONS PTE. LTD.</li> <li>• Security Agreement Over Shares, executed by the Security Trustee and SpeedCast International Limited, relating to a pledge of the Equity Interests of SPEEDCAST SINGAPORE PTE. LTD.</li> </ul>
4.	Hong Kong	<ul style="list-style-type: none"> <li>• Security Agreement, executed by the Security Trustee and SpeedCast Limited</li> <li>• Security Agreement Over Shares, executed by the Security Trustee and SpeedCast International Limited, relating to a pledge of the Equity Interests of SpeedCast Limited</li> </ul>
5.	Norway	<ul style="list-style-type: none"> <li>• Security Agreement, executed by the Collateral Agent and SpeedCast Norway AS</li> <li>• Assignment Agreement, executed by the Collateral Agent and SpeedCast Norway AS, relating to a Lien on certain bank accounts</li> <li>• Share Pledge Agreement, executed by the Collateral Agent and SpeedCast UK Holdings Limited, relating to a pledge of the Equity Interests of SpeedCast Norway AS</li> </ul>
6.	Scotland	<ul style="list-style-type: none"> <li>• Bond and Floating Charge, executed by CAPROCK UK LIMITED</li> </ul>

	Jurisdiction	Description of Security Document
		<p>in favor of the Security Trustee</p> <ul style="list-style-type: none"> <li>• Deed of Pledge, executed by the Security Trustee and SpeedCast UK Holdings Limited, relating to a pledge of the Equity Interests of CAPROCK UK LIMITED</li> </ul>
7.	United States	<ul style="list-style-type: none"> <li>• Pledge and Security Agreement, executed by each U.S. Loan Party and the Collateral Agent</li> <li>• Pledge Agreement, executed by SpeedCast Group Holdings Pty Ltd and the Collateral Agent, relating to a pledge of the Equity Interests of SpaceLink Systems II, LLC and SpeedCast Americas, Inc.</li> <li>• Intellectual Property Security Agreement, executed by Parent and the Security Trustee</li> </ul>

**Part II: Certain Lien Searches**

	Jurisdiction	Description of Search(es)
1.	Australia	<ul style="list-style-type: none"> <li>• The searches described in the opinion of Australian counsel referred to in Part IV of this Schedule</li> </ul>
2.	England	<ul style="list-style-type: none"> <li>• The searches described in the opinion of English counsel referred to in Part IV of this Schedule</li> </ul>
3.	Singapore	<ul style="list-style-type: none"> <li>• The searches described in the opinion of Singapore counsel referred to in Part IV of this Schedule</li> </ul>
4.	Hong Kong	<ul style="list-style-type: none"> <li>• The searches described in the opinion of Hong Kong counsel referred to in Part IV of this Schedule</li> </ul>
5.	Norway	<ul style="list-style-type: none"> <li>• Bankruptcy searches made of the files relating to Speedcast Norway AS in the Norwegian Bankruptcy Register</li> </ul>
6.	Scotland	<ul style="list-style-type: none"> <li>• The searches described in the opinion of Scottish counsel referred to in Part IV of this Schedule</li> </ul>
7.	United States	<ul style="list-style-type: none"> <li>• Federal tax lien search for each U.S. Loan Party</li> <li>• UCC lien search for each U.S. Loan Party with the Secretary of State (or equivalent) of the State in which such U.S. Loan Party is incorporated or organized</li> </ul>

**Part III: Other Deliverables**

1. Powers of attorney for certain of the Loan Parties not incorporated or organized in the United States, governed by the laws of the jurisdiction in which such Loan Party is incorporated or organized

***Part IV: Legal Opinions***

A legal opinion from each counsel identified below with respect to certain matters under the laws of the jurisdiction identified opposite the name of such counsel:

	<b>Jurisdiction</b>	<b>Counsel</b>
1.	Australia	Allens
2.	England	Linklaters LLP
3.	Singapore	Linklaters Singapore Pte. Ltd.
4.	Hong Kong	Linklaters LLP
5.	Brazil	Machado Meyer Sendacz e Opice Advogados
6.	Norway	Advokatfirmaet Wiersholm AS
7.	Scotland	Burness Paull LLP
8.	United States (including, as applicable, Delaware, Texas and New York)	DLA Piper LLP (US)

**Schedule 4.01(l)**

*Existing Indebtedness for Borrowed Money*

None.

**Schedule 5.14***Post-Closing Matters****Part I: Other Security Documents of Initial Loan Parties***

Execution and delivery of the following agreements by each Loan Party identified below, substantially in the forms of the drafts dated May 14, 2018, circulated by Machado Meyer Sendacz e Opice Advogados to Veirano, DLA Piper LLP (US), Skadden, Arps, Slate, Meagher & Flom LLP and Allens at 10:22 p.m. (Brasília/Brazil time) on May 14, 2018:

<b>Jurisdiction</b>	<b>Description of Security Document</b>	<b>Timing</b>
Brazil	<ul style="list-style-type: none"> <li>• Quota Pledge Agreement, to be executed by the Collateral Agent, SpaceLink Systems II, LLC, SpaceLink Systems, LLC, CapRock Participações do Brasil Ltda. and CapRock Comunicações do Brasil Ltda., relating to a pledge of 100% of the Equity Interests of each of CapRock Participações do Brasil Ltda. and CapRock Comunicações do Brasil Ltda.</li> <li>• Fiduciary Assignment Agreement, to be executed by the Collateral Agent, CapRock Participações do Brasil Ltda. and CapRock Comunicações do Brasil Ltda., relating to receivables and bank accounts</li> <li>• Fiduciary Transfer Agreement, to be executed by the Collateral Agent and CapRock Comunicações do Brasil Ltda., relating to equipment</li> </ul>	Within 15 days after the Closing Date (or such later date as the Collateral Agent shall approve in its sole discretion)

***Part II: Other Deliverables and Actions relating to the Brazilian Loan Parties***

1. Delivery by the Brazilian Loan Parties of the following, in each case, within 45 days after the Closing Date (or such later date as the Collateral Agent shall approve in its sole discretion):
  - a. Certificates from titles and deeds (títulos e documentos) from registries where the Brazilian Loan Parties' headquarters and branches are and have been located/
  - b. Brazilian state and federal court certificates (civil, tax and labor litigation) from where the Brazilian Loan Parties' headquarters and branches are and have been located/
  - c. Brazilian municipal, state and federal tax certificates from where the Brazilian Loan Parties' headquarters and branches are and have been located/
  - d. Relevant information and documents in connection with the results of the searches above, including, but not limited to, agreements, court records and administrative procedures records.

2. Delivery by the Brazilian Loan Parties of a translation into Portuguese prepared by an official translator in Brazil of each of the agreements listed in Part I above filed for registration (*protocolo de registro*) in the Brazilian registries of titles and deeds of the cities of Macaé/RJ and Rio de Janeiro/RJ, in each case, within 20 days after the execution of each of such agreements (or such later date as the Collateral Agent shall approve in its sole discretion)
3. Delivery by the Brazilian Loan Parties of evidence of the filing for registration (*protocolo de arquivamento*) of the Quota Pledge Agreement described in Part I above in each of the Brazilian Loan Party's articles of association within 30 days after the execution of such agreement (or such later date as the Collateral Agent shall approve in its sole discretion)

**Part III: Legal Opinions**

A legal opinion from each counsel identified below with respect to certain matters under the laws of the jurisdiction identified opposite the name of such counsel, in form and substance reasonably satisfactory to the Administrative Agent:

<b>Jurisdiction</b>	<b>Counsel</b>	<b>Timing</b>
Brazil	Machado Meyer Sendacz e Opice Advogados	Within 15 days after the Closing Date (or such later date as the Collateral Agent shall approve in its sole discretion)

**Part IV: Other Deliverables and Actions**

Execution and delivery of the following or the taking of the following actions, as the case may be, by the relevant Loan Parties, in each case, within the number of days after the Closing Date specified below (or such later date as the Administrative Agent shall approve in its sole discretion), and all in form and substance reasonably satisfactory to the Administrative Agent:

<b>Jurisdiction</b>	<b>Description of Deliverable or Action</b>	<b>Timing</b>
Scotland	An updated register of shares for CapRock UK Limited noting the Collateral Agent as 100% holder of all shares pursuant to the Scots law Scottish Share Pledge. Assignment of CapRock UK Limited shares from ANZ Fiduciary Services Pty Ltd to the Security Trustee.	Within 2 days after the Closing Date
United States	Delivery of the stock certificate for NewCom International, Inc. to the Collateral Agent	Within 10 Business Days after the Closing Date
United States	Delivery of certificate(s) as to the coverage under the insurance policies of UltiSat, Inc. together with such endorsements, loss payee provisions or similar amendments in form and substance reasonably	Within 30 days after the Closing Date

<b>Jurisdiction</b>	<b>Description of Deliverable or Action</b>	<b>Timing</b>
	satisfactory to the Administrative Agent.	
United States / Bermuda	Pursuant to the Pledge and Security Agreement, executed by each U.S. Loan Party and the Collateral Agent, delivery of stock powers or other instruments of transfer in respect of the shares pledged by SpaceLink Systems II, LLC in Bermudan entity CapRock International Holdings Ltd.	Within 45 days after the Closing Date
N/A	SpeedCast Cyprus Ltd to prepare, execute and file Cypriot law HE28 forms with the Registrar of Companies in Cyprus for de-registration from public records.	Within 45 days after the Closing Date
Hong Kong	Delivery pursuant to the Hong Kong law governed security agreement over shares in Speedcast Limited of the original undated letter of resignation and original letter of authority and undertaking signed by Ka Wai Anita Ling.	Within 10 days after the Closing Date
Norway	Delivery to the Collateral Agent of charge forms signed by Speedcast Norway AS in respect of the Norwegian law security agreements.	Within 5 Business Days after the Closing Date
Singapore	Delivery to the Security Trustee of a replacement share transfer form for shares in Caprock Communications Pte. Ltd.	Within 5 Business Days after the Closing Date
Hong Kong	Delivery of Notice of Discharge and Release over Accounts to HSBC from ANZ Fiduciary Services Pty Ltd and SpeedCast Limited	Within 1 Business Day after the Closing Date



**Schedule 6.01**

*Indebtedness*

None.

**Schedule 6.02**

*Liens*

None.

**Schedule 6.04**

*Investments*

None.

**Schedule 6.05**

*Certain Fundamental Changes*

The voluntary dissolution, liquidation or winding up of each of the following Subsidiaries; provided that all or substantially all of any assets of such Subsidiary remaining after such process or proceeding are sold, transferred or otherwise disposed of to another Loan Party:

- CR Communications, Inc., a Texas corporation
- SpaceLink Systems, LLC, a Delaware limited liability company
- SpaceLink Systems II, LLC, a Texas limited liability company (f/k/a SpaceLink System Inc.)
- CapRock Participações do Brasil Ltda., a Brazilian company

**Schedule 6.07**

*Transactions with Affiliates*

None.