

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

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

**DEBTORS' AMENDED WITNESS AND EXHIBIT LIST
FOR DECEMBER 17, 2020 VIDEO/TELEPHONIC HEARING (PART 1)**

SpeedCast International Limited and its debtor affiliates in the above-captioned chapter 11 cases, as debtors and debtors in possession (collectively, the “**Debtors**”), file this *amended* witness and exhibit list (the “**Witness and Exhibit List**”) for the video/telephonic hearing (the “**Hearing**”) to consider the *Second Amended Joint Chapter 11 Plan of SpeedCast International Limited and Its Debtor Affiliates* (ECF No. 992, Exhibit A) (and as may be amended, modified, or supplemented in accordance with the terms thereof, the “**Plan**”) and the *Disclosure Statement for Amended Joint Chapter 11 Plan of SpeedCast International Limited and Its Debtor Affiliates* (ECF No. 893) (and as may be further amended, the “**Disclosure Statement**”), and the *Motion of Debtors Pursuant to 11 U.S.C. Section 1121(d) to Further Extend Exclusive Periods* (ECF No. 853), scheduled to begin December 17, 2020 at 9:00 a.m. (CST) before the Honorable Marvin Isgur or as soon thereafter as counsel may be heard.

WITNESSES

The Debtors may call any of the following witnesses at the Hearing:

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



1. Carol Flaton, Independent Member of the Special Restructuring Committee;
2. Michael Healy, Chief Restructuring Officer, SpeedCast International Limited;
3. David Mack, Independent Member of the Special Restructuring Committee;
4. P. Joseph Morrow, Vice President of Corporate Restructuring Services, Kurtzman Carson Consultants LLC;
5. Joseph Spytek, President and Chief Commercial Officer, SpeedCast International Limited;
6. Adam Waldman, Executive Director, Moelis & Company LLC;
7. Jared Hendricks, Senior Managing Director, Centerbridge Partners, L.P.;
8. Christopher J. Kearns, Managing Director, Berkeley Research Group, LLC;
9. Bao Truong, Senior Managing Director, Centerbridge Partners, L.P.;
10. Ethan Auerbach, Portfolio Manager, Black Diamond Capital Management;
11. Richard Davis, Managing Partner, ArgoSat Consulting LLC;
12. Any witness called or listed by any other party; and
13. Any rebuttal witnesses.

EXHIBITS

The Debtors may offer into evidence any one or more of the following exhibits:

DEBTORS EXHIBIT NO.	DESCRIPTION	OFFERED	OBJECTION	ADMITTED	DATE
1.	Plan Supplement, ECF No. 1011, dated 12/01/20				

DEBTORS EXHIBIT NO	DESCRIPTION	OFFERED	OBJECTION	ADMITTED	DATE
2.	Notice of Filing of Second Amended Joint Chapter 11 Plan of SpeedCast International Limited and Its Debtor Affiliates, ECF No. 992, dated 11/25/20				
3.	Exhibit A, Second Amended Joint Chapter 11 Plan of SpeedCast International Limited and Its Debtor Affiliates, ECF No. 992, dated 11/25/20				
4.	Notice of Filing of Solicitation Version of Disclosure Statement for Amended Joint Chapter 11 Plan of SpeedCast International Limited, ECF No. 899, dated 11/03/20.				
5.	Exhibit A, Solicitation Version of Disclosure Statement, ECF No. 899, dated 11/03/20				
6.	The Plan, Exhibit A to Solicitation Version of Disclosure Statement, ECF No. 899, dated 11/03/20				
7.	Organizational Chart, Exhibit B to Solicitation Version of Disclosure Statement, ECF No. 899, dated 11/03/20				
8.	Equity Commitment Agreement, Exhibit C to Solicitation Version of Disclosure Statement, ECF No. 899, dated 11/03/20				
9.	Liquidation Analysis, Exhibit D to Solicitation Version of Disclosure Statement, ECF No. 899, dated 11/03/20				
10.	Financial Projections, Exhibit E to Solicitation Version of Disclosure Statement, ECF No. 899, dated 11/03/20				

DEBTORS EXHIBIT NO.	DESCRIPTION	OFFERED	OBJECTION	ADMITTED	DATE
11.	Valuation Analysis, Exhibit F to Solicitation Version of Disclosure Statement, ECF No. 899, dated 11/03/20				
12.	Release Provisions, Exhibit G to Solicitation Version of Disclosure Statement, ECF No. 899, dated 11/03/20				
13.	Plan Sponsor Selection Procedures, Exhibit H to Solicitation Version Disclosure Statement, ECF No. 899, dated 11/03/20				
14.	Creditors' Committee Recommendation Letter, Exhibit I to Solicitation Version of Disclosure Statement, ECF No. 899, dated 11/03/20				
15.	Class 4A Unsecured Trade Creditors, Exhibit J to Solicitation Version of Disclosure Statement, ECF No. 899, dated 11/03/20				
16.	The Disclosure Statement, ECF No. 893, dated 10/31/20				
17.	Emergency Motion for Order (I) Authorizing Debtors to Pay Expense Reimbursement Under Equity Commitment Agreement, (II) Granting Relief from Final Dip Order in Connection Therewith, and (III) Granting Related Relief (" ECA Motion "), ECF No. 586, dated 08/12/20				
18.	Equity Commitment Agreement, Exhibit A to the ECA Motion, ECF No. 586-1, dated 08/12/20				

DEBTORS EXHIBIT NO.	DESCRIPTION	OFFERED	OBJECTION	ADMITTED	DATE
19.	Minutes of Board Meeting of SpeedCast International Limited, Bates No. SPEEDCAST_00005268-5274, dated 03/31/20				
20.	SRC Meeting Minutes [<i>with redactions</i>]				
21.	Debtors' Key Correspondence with Ad Hoc Group, Centerbridge, Black Diamond, and the UCC				
22.	A. Waldman Declaration, ECF No. 34, dated 04/23/20				
23.	Emergency Motion of Debtors for Entry of Interim and Final Orders (I) Authorizing Debtors to (A) Obtain Postpetition Financing and (B) Use Cash Collateral, (II) Granting Liens and Providing Claims with Superpriority Administrative Expense Status, (III) Granting Adequate Protection to the Prepetition Secured Parties, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing and (VI) Granting Related Relief, ECF No. 27, dated 04/23/20				
24.	Declaration of M. Healy in Support of Debtors' Chapter 11 Petitions and First Day Relief, ECF No. 16, dated 04/23/20				
25.	SpeedCast Group Structure Chart, Bates No. SPEEDCAST_00095347-95348, dated 04/30/20				
26.	SpeedCast International Limited Preliminary Tax and Regulatory Analysis, Bates No. SPEEDCAST_00094481-94556, dated 04/30/20 [<i>filed under seal</i>]				

DEBTORS EXHIBIT NO.	DESCRIPTION	OFFERED	OBJECTION	ADMITTED	DATE
27.	Project Horn Initial Bid Summary, Bates No. SPEEDCAST_00095350-95358, dated 05/05/20 [<i>with redactions</i>]				
28.	Email from J. Erickson regarding “Plan Election,” dated 05/08/20				
29.	Project Horn Initial Bid Summary, Bates No. SPEEDCAST_00095334-95340, dated 05/26/20				
30.	Email and attachment regarding SpeedCast Business Plan, SPEEDCAST_00079624-79781, dated 06/04/20 [<i>with redactions</i>]				
31.	Overview of 363 Sale Challenges Presentation, Bates No. BD_SC_00009366-9369, dated June 2020 [Auerbach Depo Ex. 30] [<i>filed under seal</i>]				
32.	Project Pioneer – Illustrative Plan vs. 363 Sale Comparison Analysis, Bates No. SPEEDCAST_00057076-57086, dated July 2020				
33.	Email and attachment regarding “Updated BP excel model / Business Plan,” SPEEDCAST_00078872-78883, dated 07/02/20 [<i>with redactions</i>]				
34.	Email from E. Auerbach, Bates No. BD_SC_00008097-8098, dated 07/06/20 [Auerbach Depo Ex. 59] [<i>filed under seal</i>]				
35.	Indication of Interest, Bates No. SPEEDCAST_00095359-95365, dated 07/15/20 [<i>with redactions</i>]				

DEBTORS EXHIBIT NO.	DESCRIPTION	OFFERED	OBJECTION	ADMITTED	DATE
36.	MJX Letter, Bates No. BD_SC_00005121-5123, dated 07/21/20 [Auerbach Depo Ex. 56] <i>[filed under seal]</i>				
37.	Updated Exit Financing Need, Bates No. SPEEDCAST_00079524-79527, dated 07/24/20				
38.	Project Goldeneye Comparative Summary – Plan Sale vs. 363 Sale, Bates No. SPEEDCAST_00079528, dated 07/24/20				
39.	Black Diamond Proposal, Bates No. SPEEDCAST_00002829-2834, dated 08/13/20 <i>[filed under seal]</i>				
40.	Black Diamond Proposal, Bates No. BD_SC_00006594-6690, dated 08/24/20 <i>[filed under seal]</i>				
41.	Black Diamond Term Sheet, Bates No. SPEEDCAST-CB00000010-12, dated 08/31/20 <i>[filed under seal]</i>				
42.	Project Pioneer Plan Proposal Comparison, Bates No. SPEEDCAST_00064047-64054, dated 09/2020				
43.	PSSP Presentation, SPEEDCAST_00078421-78439, dated September 2020 <i>[with redactions]</i>				
44.	Black Diamond Proposal, Bates No. BD_SC_00007519-07523, dated 09/07/20 <i>[filed under seal]</i>				
45.	Project Pioneer Discussion Materials, Bates No. SPEEDCAST_00079517-79519, dated 09/08/20				

DEBTORS EXHIBIT NO.	DESCRIPTION	OFFERED	OBJECTION	ADMITTED	DATE
46.	Amended and Restated Equity Commitment Agreement, Bates No. SPEEDCAST_00003874-3928, dated 09/16/20				
47.	Summary of Principal Terms of Stockholders Agreement, SPEEDCAST_00003988-3994, dated 09/16/20				
48.	Project Pioneer Illustrative Allocation of Proceeds Overview, Bates No. SPEEDCAST_00066899-66901, dated September 2020				
49.	A. Waldman Supplemental Declaration, ECF No. 718, dated 09/18/20				
50.	SpeedCast Cash Balance, Bates No. SPEEDCAST_00095341, dated 09/22/20				
51.	Black Diamond Proposal, Bates No. SPEEDCAST_00041886-41891, dated 09/23/20				
52.	Email chain between Z. Ruckman and E. Auerbach, Bates No. BD_SC_00000684-710, dated 09/30/20 [Auerbach Depo Ex. 38] <i>[filed under seal]</i>				
53.	Project Pioneer – 363 sale process parties log, Bates No. SPEEDCAST_00079325, dated 10/02/20 <i>[filed under seal]</i>				
54.	Final DIP Order, ECF No. 777, dated 10/05/20				

DEBTORS EXHIBIT NO.	DESCRIPTION	OFFERED	OBJECTION	ADMITTED	DATE
55.	Email and attachment from D. Griffiths to A. Waldman regarding PSSP, Bates No. SPEEDCAST_00058195-58218, dated 10/07/20 [<i>filed under seal</i>]				
56.	Strategic Term Sheet, Bates No. BD_SC_00000848-886, dated 10/13/20 [Auerbach Depo Ex. 55] [<i>filed under seal</i>]				
57.	C. Tullson Email with Settlement Term Sheet, Bates No. BD_SC_00001082-1087, dated 10/17/20 [Auerbach Depo Ex. 46] [<i>filed under seal</i>]				
58.	Project Pioneer – Plan Sale Process parties log, Bates No. SPEEDCAST_00081633, dated 10/22/20 [<i>with redactions</i>]				
59.	Black Diamond Proposal, Bates No. BD_SC_00001788-1793, dated 10/23/20 [<i>filed under seal</i>]				
60.	Black Diamond Proposal, Bates No. BD_SC_00001782-1787, dated 10/23/20 [<i>filed under seal</i>]				
61.	NBIO Summary, SPEEDCAST_00079453-79460, dated 10/26/20 [<i>with redactions</i>]				
62.	Black Diamond Proposal, Bates No. BD_SC_00002334-2338, dated 10/28/20 [<i>filed under seal</i>]				
63.	Project Pioneer NBIO Summary, Bates No. SPEEDCAST_00081981-81989, dated 10/29/20 [<i>with redactions</i>]				

DEBTORS EXHIBIT NO.	DESCRIPTION	OFFERED	OBJECTION	ADMITTED	DATE
64.	SRC Letter to Black Diamond re. Proposals, Bates No. BD_SC_00011391-11393, dated 11/03/20 [Auerbach Depo Ex. 01] <i>[filed under seal]</i>				
65.	SRC Letter to SRC from Black Diamond re. Proposals, Bates No. BD_SC_00011402-11404, dated 11/06/20 [Auerbach Depo Ex. 02] <i>[filed under seal]</i>				
66.	Letter to Black Diamond, Bates No. SPEEDCAST_00095258-52560, dated 11/13/20 [Auerbach Depo Ex. 19] <i>[filed under seal]</i>				
67.	S. Deckoff text messages, Bates No. BD_SC_00010400 [Auerbach Depo Ex. 22] <i>[filed under seal]</i>				
68.	Syndicated Facility Agreement, dated 05/15/18				
69.	DIP Intercreditor Agreement, dated 04/24/20				
70.	Senior Secured Superpriority Debtor-in-Possession Term Loan Credit Agreement, dated 09/30/20 <i>[filed under seal]</i>				
71.	Expert Report of Adam B. Waldman, dated 12/10/20 <i>[filed under seal]</i>				
72.	E. Auerbach and M. Healy text messages [Auerbach Depo Ex. 41] <i>[filed under seal]</i>				
73.	Hearing Transcript, dated 04/23/20				
74.	Hearing Transcript, dated 12/09/20				

DEBTORS EXHIBIT NO.	DESCRIPTION	OFFERED	OBJECTION	ADMITTED	DATE
75.	Solicitation Order or Order (I) Scheduling Combined Hearing on (A) Adequacy of Disclosure Statement and (B) Confirmation of Plan; (II) Conditionally Approving Disclosure Statement; (III) Approving Solicitation Procedures and Form and Manner of Notice of Combined Hearing and Objection Deadline; (IV) Fixing Deadline to Object to Disclosure Statement and Plan; (V) Approving Notice and Objection Procedures for the Assumption of Executory Contracts and Unexpired Leases; (VI) Authorizing Performance Under the Plan Sponsor Selection Procedures; and (VII) Granting Related Relief, ECF No. 896, dated 11/02/20				
76.	Notice Affidavit or Certificate of Service of Solicitation Materials Served on November 9, 2020 and November 10, 2020, ECF No. 971, dated 11/20/20				
77.	Publication Notice or Affidavit of Publication of Notice of Conditional (I) Approval of Disclosure Statement, (II) Establishment of Voting Record Date, (III) Combined Hearing on Confirmation of the Disclosure Statement and Plan, (IV) Procedures and Deadline for Objecting to the Confirmation of the Disclosure Statement and Plan, (V) Procedures and Deadline for Voting on the Plan, and (VI) Notice and Objection Procedures for the Assumption of Executory Contracts and Unexpired Leases (VII) Authorization of Performance Under the Plan Sponsor Selection Procedures in The New York Times, ECF No. 970, dated 11/19/20				

DEBTORS EXHIBIT NO.	DESCRIPTION	OFFERED	OBJECTION	ADMITTED	DATE
78.	Notice of Designation of Plan Sponsor, ECF No. 991, dated 11/25/20				
79.	Emergency Motion of Debtors for Entry of Order (I) Scheduling Combined Hearing on (A) Adequacy of Disclosure Statement and (B) Confirmation of Plan; (II) Conditionally Approving Disclosure Statement; (III) Approving Solicitation Procedures and Form and Manner of Notice of Combined Hearing and Objection Deadline; (IV) Fixing Deadline to Object to Disclosure Statement and Plan; (V) Approving Notice and Objection Procedures for the Assumption of Executory Contracts and Unexpired Leases; (VI) Approving Plan Sponsor Selection Procedures; and (VIII) Granting Related Relief, ECF No. 811, dated 10/10/20				
80.	Emergency Motion of Debtors for Entry of Interim and Final Orders (I) Authorizing Debtors to (A) Refinance their Postpetition Financing Obligations and (B) Use Cash Collateral, (II) Amending the Interim and Final Orders, and (III) Granting Related Relief, ECF No. 686, dated 09/12/20				
81.	Motion of Debtors for Order Determining Value of the Syndicated Facility Secured Claims and Related Relief, ECF No. 981, dated 11/24/20				
82.	Omnibus Reply of Debtors to Objections to Disclosure Statement, ECF No. 836, dated 10/19/20				
83.	Notice of Default, dated 09/08/20				
84.	<i>Withdrawn</i>				

DEBTORS EXHIBIT NO	DESCRIPTION	OFFERED	OBJECTION	ADMITTED	DATE
85.	Email from F. Mendoza, Bates No. BD_SC_00004519-4544, dated 07/01/20 [Auerbach Depo Ex. 13] <i>[filed under seal]</i>				
86.	Email from E. Auerbach, Bates No. BD_SC_00004782-4784, dated 07/17/20 [Auerbach Depo Ex. 16] <i>[filed under seal]</i>				
87.	Email from J. Fontana, Bates No. BD_SC_00006971-6972, dated 07/20/20 [Auerbach Depo Ex. 33] <i>[filed under seal]</i>				
88.	Notice of Default, dated 09/08/20 [Auerbach Depo Ex. 43] <i>[filed under seal]</i>				
89.	Declaration of Adam Waldman in Support of Confirmation of the Second Amended Joint Chapter 11 Plan of SpeedCast International and Its Affiliated Debtors (“ Waldman Confirmation Declaration ”), ECF No. 1108, dated 12/15/20				
90.	Exhibit A to Waldman Confirmation Declaration, Contribution Analysis, dated 12/15/20 <i>[filed under seal]</i>				
91.	Declaration of Michael Healy in Support of Confirmation of the Second Amended Joint Chapter 11 Plan of SpeedCast International and Its Affiliated Debtors (“ Healy Confirmation Declaration ”), ECF No. 1108, dated 12/15/20				
92.	Exhibit A to Healy Confirmation Declaration <i>[filed under seal]</i>				
93.	Exhibit B to Healy Confirmation Declaration <i>[filed under seal]</i>				

DEBTORS EXHIBIT NO	DESCRIPTION	OFFERED	OBJECTION	ADMITTED	DATE
94.	Declaration of David Mack in Support of Confirmation of the Second Amended Joint Chapter 11 Plan of SpeedCast International and Its Affiliated Debtors, ECF No. 1112, dated 12/15/20				
95.	Declaration of P. J. Morrow IV in Support of Confirmation of the Second Amended Joint Chapter 11 Plan of SpeedCast International and Its Affiliated Debtors, dated 12/15/20				
A	Exhibit A to Morrow Confirmation Declaration				
A-1	Exhibit A-1 to Morrow Confirmation Declaration				
A-2	Exhibit A-2 to Morrow Confirmation Declaration				
A-3	Exhibit A-3 to Morrow Confirmation Declaration				
B	Exhibit B to Morrow Confirmation Declaration				
C	Exhibit C to Morrow Confirmation Declaration				
96.	Declaration of Joe Spytek, dated 12/15/20				
97.	Exhibit A to Declaration of Joe Spytek, Speedcast Business Records				
98.	<i>Expert Report of Michael Healy (“Healy Expert Report”), dated 12/15/20</i>				

DEBTORS EXHIBIT NO.	DESCRIPTION	OFFERED	OBJECTION	ADMITTED	DATE
99.	<i>Email from E. Auerbach, Bates No. BD_SC_00004642-4667, dated 07/12/20 [Auerbach Depo Ex. 12] [filed under seal]</i>				
100.	Any exhibit designated by any other party				
101.	Any pleading or other document filed with the Court on the docket of the above-captioned chapter 11 cases				
102.	Any exhibit necessary to rebut the evidence or testimony of any witness offered or designated by any other party				

The Debtors reserve the right to amend or supplement the Witness and Exhibit List at any time prior to the Hearing.

Dated: December 16, 2020
Dallas, Texas

Respectfully submitted,

/s/ Paul R. Genender

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*Attorneys for Debtors
and Debtors in Possession*

Certificate of Service

I hereby certify that on December 16, 2020, a true and correct copy of the foregoing document was served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Paul R. Genender

Paul R. Genender

DEBTORS EXHIBIT NO.	DESCRIPTION	OFFERED	OBJECTION	ADMITTED	DATE
20	SRC MEETING MINUTES				
20.01	SRC Meeting Minutes, SPEEDCAST_00002194, dated 04/28/20				
20.02	SRC Meeting Minutes, SPEEDCAST_00002217, dated 04/30/20 [with redactions]				
20.03	SRC Meeting Minutes, SPEEDCAST_00002410, dated 05/04/20				
20.04	SRC Meeting Minutes, SPEEDCAST_00002425, dated 05/07/20				
20.05	SRC Meeting Minutes, SPEEDCAST_00002227, dated 05/12/20				
20.06	SRC Meeting Minutes, SPEEDCAST_00002235, dated 05/14/20				
20.07	SRC Meeting Minutes, SPEEDCAST_00002245, dated 05/19/20				
20.08	SRC Meeting Minutes, SPEEDCAST_00002263, dated 05/21/20				
20.09	SRC Meeting Minutes, SPEEDCAST_00002299, dated 05/26/20				
20.10	SRC Meeting Minutes, SPEEDCAST_00002285, dated 05/28/20				
20.11	SRC Meeting Minutes, SPEEDCAST_00002533, dated 06/02/20 [with redactions]				
20.12	SRC Meeting Minutes, SPEEDCAST_00002584, dated 06/03/20				

DEBTORS EXHIBIT NO.	DESCRIPTION	OFFERED	OBJECTION	ADMITTED	DATE
20.13	SRC Meeting Minutes, SPEEDCAST_00002711, dated 06/04/20				
20.14	SRC Meeting Minutes, SPEEDCAST_00002719, dated 06/09/20 [with redactions]				
20.15	SRC Meeting Minutes, SPEEDCAST_00002451, dated 06/11/20 [with redactions]				
20.16	SRC Meeting Minutes, SPEEDCAST_00002459, dated 06/16/20				
20.17	SRC Meeting Minutes, SPEEDCAST_00002508, dated 06/19/20 [with redactions]				
20.18	SRC Meeting Minutes, SPEEDCAST_00002536, dated 06/23/20				
20.19	SRC Meeting Minutes, SPEEDCAST_00002559, dated 06/25/20 [with redactions]				
20.20	SRC Meeting Minutes, SPEEDCAST_00002660, dated 06/30/20 [with redactions]				
20.21	SRC Meeting Minutes, SPEEDCAST_00002732, dated 07/02/20				
20.22	SRC Meeting Minutes, SPEEDCAST_00002769, dated 07/07/20 [with redactions]				
20.23	SRC Meeting Minutes, SPEEDCAST_00081624, dated 07/09/20 [with redactions]				

DEBTORS EXHIBIT NO.	DESCRIPTION	OFFERED	OBJECTION	ADMITTED	DATE
20.24	SRC Meeting Minutes, SPEEDCAST_00081449, dated 07/14/20				
20.25	SRC Meeting Minutes, SPEEDCAST_00081572, dated 07/16/20 [with redactions]				
20.26	SRC Meeting Minutes, SPEEDCAST_00081401, dated 07/21/20 [with redactions]				
20.27	SRC Meeting Minutes, SPEEDCAST_00081569, dated 07/23/20				
20.28	SRC Meeting Minutes, SPEEDCAST_00081482, dated 07/28/20				
20.29	SRC Meeting Minutes, SPEEDCAST_00081627, dated 07/30/20				
20.30	SRC Meeting Minutes, SPEEDCAST_00005348, dated 08/04/20 [with redactions]				
20.31	SRC Meeting Minutes, SPEEDCAST_00005606, dated 08/06/20				
20.32	SRC Meeting Minutes, SPEEDCAST_00005585, dated 08/10/20				
20.33	SRC Meeting Minutes, SPEEDCAST_00005277 dated 08/12/20 @ 12:30 a.m.				
20.34	SRC Meeting Minutes, SPEEDCAST_00005601, dated 08/12/20 @ 9:00 a.m.				

DEBTORS EXHIBIT NO.	DESCRIPTION	OFFERED	OBJECTION	ADMITTED	DATE
20.35	SRC Meeting Minutes, SPEEDCAST_00005604, dated 08/12/20 @ 12:00 p.m.				
20.36	SRC Meeting Minutes, SPEEDCAST_00005467, dated 08/12/20 @ 9:30 p.m.				
20.37	SRC Meeting Minutes, SPEEDCAST_00081008, dated 08/13/20 @ 2:00 a.m.				
20.38	SRC Meeting Minutes, SPEEDCAST_00081010, dated 08/13/20 @ 10:00 p.m. [with redactions]				
20.39	SRC Meeting Minutes, SPEEDCAST_00081673, dated 08/14/20				
20.40	SRC Meeting Minutes, SPEEDCAST_00080997, dated 08/15/20				
20.41	SRC Meeting Minutes, SPEEDCAST_00080867, dated 08/17/20				
20.42	SRC Meeting Minutes, SPEEDCAST_00080859, dated 08/18/20 [with redactions]				
20.43	SRC Meeting Minutes, SPEEDCAST_00080882, dated 08/20/20				
20.44	SRC Meeting Minutes, SPEEDCAST_00081124, dated 08/25/20				
20.45	SRC Meeting Minutes, SPEEDCAST_00081157, dated 08/27/20				

DEBTORS EXHIBIT NO.	DESCRIPTION	OFFERED	OBJECTION	ADMITTED	DATE
20.46	SRC Meeting Minutes, SPEEDCAST_00081189, dated 08/28/20 [with redactions]				
20.47	SRC Meeting Minutes, SPEEDCAST_00081197, dated 08/30/20				
20.48	SRC Meeting Minutes, SPEEDCAST_00081212, dated 09/01/20				
20.49	SRC Meeting Minutes, SPEEDCAST_00081224, dated 09/04/20				
20.50	SRC Meeting Minutes, SPEEDCAST_00081631, dated 09/06/20				
20.51	SRC Meeting Minutes, SPEEDCAST_00081305, dated 09/08/20				
20.52	SRC Meeting Minutes, SPEEDCAST_00081380, dated 09/09/20				
20.53	SRC Meeting Minutes, SPEEDCAST_00081220, dated 09/10/20 @ 11:10 a.m.				
20.54	SRC Meeting Minutes, SPEEDCAST_00081222, dated 09/10/20 @ 10:00 p.m.				
20.55	SRC Meeting Minutes, SPEEDCAST_00083829, dated 09/15/20				
20.56	SRC Meeting Minutes, SPEEDCAST_00082700, dated 09/17/20 [with redactions]				

DEBTORS EXHIBIT NO.	DESCRIPTION	OFFERED	OBJECTION	ADMITTED	DATE
20.57	SRC Meeting Minutes, SPEEDCAST_00083464, dated 09/22/20 [with redactions]				
20.58	SRC Meeting Minutes, SPEEDCAST_00083697, dated 09/24/20 [with redactions]				
20.59	SRC Meeting Minutes, SPEEDCAST_00083728, dated 09/30/20 [with redactions]				
20.60	SRC Meeting Minutes, SPEEDCAST_00082507, dated 10/02/20				
20.61	SRC Meeting Minutes, SPEEDCAST_00083514, dated 10/06/20 [with redactions]				
20.62	SRC Meeting Minutes, SPEEDCAST_00082892, dated 10/08/20				
20.63	SRC Meeting Minutes, SPEEDCAST_00083788, dated 10/13/20				
20.64	SRC Meeting Minutes, SPEEDCAST_00082234, dated 10/15/20 [with redactions]				
20.65	SRC Meeting Minutes, SPEEDCAST_00082694, dated 10/20/20				

DEBTORS EXHIBIT NO	DESCRIPTION	OFFERED	OBJECTION	ADMITTED	DATE
21.	Debtors' Key Correspondence with Ad Hoc Group, Centerbridge, Black Diamond, and the UCC				
21.01	07/03/20 Email from J. Erickson attaching SpeedCast – Restructuring Term Sheet, SPEEDCAST-CB00007950 <i>[filed under seal]</i>				
21.02	07/06/20 Email from J. Erickson attaching SpeedCast – Plan Support Agreement, SPEEDCAST-CB00001170 <i>[filed under seal]</i>				
21.03	07/25/20 Email from D. Griffiths forwarding 07/24/20 SpeedCast – Bid Procedures, SPEEDCAST_00021603 <i>[filed under seal]</i>				
21.04	08/05/20 Email from R. Ghods attaching Centerbridge Backstop Commitment Letter and DIP Commitment Letter, SPEEDCAST_00019125 <i>[filed under seal]</i>				
21.05	08/13/20 Letter from S. Deckoff to SpeedCast, SPEEDCAST_00002831 <i>[filed under seal]</i>				
21.06	08/14/20 Email from D. Griffiths forwarding Incremental DIP Commitment Letter and redline, SPEEDCAST_00002797 <i>[filed under seal]</i>				
21.07	08/15/20 Emails between Weil and Skadden regarding Black Diamond Plan Bid, SPEEDCAST-CB00004824 <i>[filed under seal]</i>				

DEBTORS EXHIBIT NO	DESCRIPTION	OFFERED	OBJECTION	ADMITTED	DATE
21.08	08/19/20 Email from D. Griffiths forwarding Employment Agreement Term Sheet, SPEEDCAST_00003677, Equity Commitment Agreement, SPEEDCAST_00003588; MIP Term Sheet, SPEEDCAST_00003670; Plan Sponsor Selection Procedures, SPEEDCAST_00003647; Term Sheet, SPEEDCAST_00003641 [<i>filed under seal</i>]				
21.09	08/24/20, Email from C. Tullson attaching ECA Compiled, Equity Commitment Agreement, Transaction Term Sheet, Plan Sponsor Selection Procedures, MIP Term Sheet, Employment Agreement Term Sheet, and redlines, SPEEDCAST-CB00003351 [<i>filed under seal</i>]				
21.10	08/26/20 Email from G. Tepe attaching CB DIP Commitment Letter, revised proposal, and redlines, SPEEDCAST_00039957, dated 08/25/20 [<i>filed under seal</i>]				
21.11	08/27/20 Email from D. Griffiths forwarding SCI – KEIP Term Sheet, SPEEDCAST_00002858 [<i>filed under seal</i>]				
21.12	08/30/20 Email from E. Auerbach attaching SpeedCast Corporate Governance Term Sheet v2A, SPEEDCAST-CB00000037 [<i>filed under seal</i>]				
21.13	08/31/20 Email from E. Auerbach attaching BDCM – SpeedCast 8-31 Term Sheet, SPEEDCAST-CB00000008 [<i>filed under seal</i>]				
21.14	09/01/20 Letter from UCC regarding BD and CB proposals, SPEEDCAST_00016982 [<i>filed under seal</i>]				

DEBTORS EXHIBIT NO	DESCRIPTION	OFFERED	OBJECTION	ADMITTED	DATE
21.15	09/02/20 Email from D. Griffiths forwarding CB email modifying Aug. 25 proposal, SPEEDCAST_00066532 [filed under seal]				
21.16	09/03/20 Email from R. West attaching SpeedCast Letter, Transaction Term Sheet, Preferred Interest Term Sheet, Plan Term Sheet, MIP Term Sheet, and Governance Term Sheet SPEEDCAST-CB00000223 [filed under seal]				
21.17	09/04/20 Letter from J. Zaiger to SpeedCast's SRC, SPEEDCAST_00067253 [filed under seal]				
21.18	09/07/20 Email from E. Auerbach attaching New Incremental DIP Commitment Letter, BD_SC_00007524 and SpeedCast Proposal Letter, BD_SC_00007519 [filed under seal]				
21.19	09/08/20 SRC Response letter to BD September 4 Letter, SPEEDCAST-CB00002303 [filed under seal]				
21.20	09/08/20 Notice of Defaults and Reservation of Rights, SPEEDCAST_BDPROD_00000481 [filed under seal]				
21.21	09/09/20 Letter from J. Zaiger to G. Holtzer, SPEEDCAST_00042956 [filed under seal]				
21.22	Withdrawn				
21.23	09/16/20 Email from R. Ghods attaching ECA, Governance Term Sheet, and redlines, SPEEDCAST_00079065 [filed under seal]				
21.24	09/17/20 Letter from S. Deckoff to Speedcast, BD_SC_00000002 [filed under seal]				

DEBTORS EXHIBIT NO	DESCRIPTION	OFFERED	OBJECTION	ADMITTED	DATE
21.25	09/21/20 SRC Response Letter to BDCM September 17 letter, SPEEDCAST- CB00000830 <i>[filed under seal]</i>				
21.26	09/23/20 Letter from S. Deckoff to SpeedCast, SPEEDCAST_00041888 <i>[filed under seal]</i>				
21.27	09/24/20 Letter from S. Deckoff to G. Holtzer, SPEEDCAST_00003849 <i>[filed under seal]</i>				
21.28	10/22/20 Letter from S. Deckoff to SRC <i>[filed under seal]</i>				
21.29	10/23/20 Email from G. Waller attaching Speedcast - BDCM Proposal, BD_SC_00001788 <i>[filed under seal]</i>				
21.30	10/23/20 Email from S. Williams attaching Speedcast – BDCM Proposal, BD_SC_00001782 <i>[filed under seal]</i>				
21.31	10/27/20 SRC Letter to Black Diamond, BD_SC_00011389 <i>[filed under seal]</i>				
21.32	10/28/20 Letter from S. Deckoff to SRC, BD_SC_00002331 <i>[filed under seal]</i>				
21.33	11/03/20 Letter from SRC to Black Diamond, BD_SC_00011391 <i>[filed under seal]</i>				
21.34	11/03/20 Letter from S. Deckoff to S. Wilks, BD_SC_00011394 <i>[filed under seal]</i>				
21.35	11/06/20 Letter from S. Deckoff to S. Wilks, BD_SC_00011402 <i>[filed under seal]</i>				
21.36	11/13/20 Letter from S. Wilks to S. Deckoff				
21.37	11/13/20 Letter from Black Diamond to SRC				

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

In re:	§	
	§	Chapter 11
	§	
SPEEDCAST INTERNATIONAL LIMITED, et al.,	§	
	§	Case No. 20-32243 (MI)
	§	
Debtors.¹	§	(Jointly Administered)
	§	

**NOTICE OF FILING OF PLAN SUPPLEMENT IN CONNECTION
WITH SECOND AMENDED JOINT CHAPTER 11 PLAN OF SPEEDCAST
INTERNATIONAL LIMITED AND ITS DEBTOR AFFILIATED DEBTORS**

PLEASE TAKE NOTICE THAT:

1. On April 23, 2020 (the “**Petition Date**”), the Debtors each commenced with this Court a voluntary case under the chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”).

2. On November 2, 2020, the Bankruptcy Court entered the *Order (I) Scheduling Combined Hearing on (A) Adequacy of Disclosure Statement and (B) Confirmation of Plan; (II) Conditionally Approving Disclosure Statement; (III) Approving Solicitation Procedures and Form and Manner of Notice of Combined Hearing and Objection Deadline; (IV) Fixing Deadline to Object to Disclosure Statement and Plan; (V) Approving Notice and Objection Procedures for the Assumption of Executory Contracts and Unexpired Leases;*

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

(VI) *Authorizing Performance Under the Plan Sponsor Selection Procedures*; and (VII) *Granting Related Relief* (Docket No. 896) (the **Confirmation Scheduling Order**”).

3. On November 25, 2020, the Debtors filed the *Second Amended Joint Chapter 11 Plan of Speedcast International Limited and its Debtor Affiliates* (Docket No. 992) (as may be amended, modified, or supplemented, the “**Plan**”).²

4. In accordance with the Plan and Confirmation Scheduling Order, the Debtors hereby file this Plan Supplement consisting of the following documents:

Exhibit A	Term Sheet of Key Terms of New Organization Documents
Exhibit B	Litigation Trust Agreement
Exhibit C	Schedule of Retained Causes of Action
Exhibit D	Non-Released Party Exhibit
Exhibit E	Schedule of Assumed and Rejected Contracts
Exhibit F	Restructuring Steps Memorandum

5. The documents contained in the Plan Supplement are integral to, and are considered part of, the Plan. These documents have not yet been approved by the Bankruptcy Court. If the Plan is approved, the documents contained in this Plan Supplement will be approved by the Bankruptcy Court pursuant to the Confirmation Order.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan.

6. Certain documents, or portions thereof, contained in this Plan Supplement remain subject to continuing negotiations. The Debtors reserve all rights to amend, modify, or supplement the Plan Supplement, and any of the documents contained therein, in accordance with the terms of the Plan. If material amendments or modifications are made to any of these documents, the Debtors will file a blackline with the Bankruptcy Court marked to reflect the same.

7. A combined hearing to consider final approval of the *Disclosure Statement for Amended Joint Chapter 11 Plan of Speedcast International Limited and its Debtor Affiliates* (ECF No. 899) (the “**Disclosure Statement**”) and confirmation of the Plan is scheduled to begin on **Thursday, December 17, 2020 at 9:00 a.m. (Prevailing Central Time)** before the Bankruptcy Court.

8. Copies of the exhibits contained in this Plan Supplement, and all documents filed in these chapter 11 cases are available free of charge by visiting <http://www.kccllc.net/speedcast>. Parties may also obtain copies of the pleadings by visiting the Bankruptcy Court’s website at <https://ecf.txsb.uscourts.gov> in accordance with the procedures and fees set forth therein.

Dated: December 1, 2020
Houston, Texas

/s/ Alfredo R. Pérez
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*Attorneys for Debtors
and Debtors in Possession*

Certificate of Service

I hereby certify that on December 1, 2020, a true and correct copy of the foregoing document was served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Alfredo R. Pérez
Alfredo R. Pérez

Exhibit A

Term Sheet of Key Terms of New Organization Documents

SUMMARY OF PRINCIPAL GOVERNANCE TERMS

Reference is made to the Second Amended Joint Chapter 11 Plan of Speedcast International Limited and its Debtor Affiliates (the “Plan”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan. The following is a description of certain principal governance terms relating to New Speedcast Parent.

Entity:	New Speedcast Parent will be a corporation, limited partnership, limited company or other form of entity, to be determined by the Plan Sponsor.
Board of Directors:	<p>The Company will be governed by the New Board, comprised initially of three to five persons. The size and composition of the New Board may be changed from time to time by the Plan Sponsor.</p> <p>The New Board will have full and complete authority, power and discretion to manage and control the business, affairs and properties of New Speedcast Parent and its subsidiaries, including with respect to the issuance of securities, and to make all decisions regarding those matters.</p> <p>New Board decisions will require the approval of a simple majority of the New Board. The New Board may act by written consent.</p>
Information Rights:	The Plan Sponsor will have access to management and the books and records of New Speedcast Parent and its subsidiaries. Members of the New Board will be permitted to share information with the Plan Sponsor, subject to applicable law .
Duties; Indemnification; Expense Reimbursement:	<p>There will be a waiver of any expectancy in any transactions or other corporate opportunities presented to the Plan Sponsor or its affiliates or any member of the New Board who is not an employee of New Speedcast Parent or its subsidiaries and a waiver of any duties of the New Board to the extent permitted by law.</p> <p>To the fullest extent provided by law, New Speedcast Parent shall indemnify, defend and hold harmless its and its subsidiaries’ current or former directors, officers, employees, agents, representatives, managers and advisors (collectively, “<u>Representatives</u>”) to the fullest extent permitted by law from any and all losses, costs, claims, liabilities, damages or expenses (including the advancement of legal fees and expenses) arising from equityholder and third party claims relating to such Representatives’ service to or on behalf of the New Speedcast Parent or its subsidiaries.</p> <p>Each member of the New Board and the Plan Sponsor shall be entitled to reimbursement of documented expenses and costs (e.g. travel) related to attending New Board meetings and related matters.</p> <p>New Speedcast Parent shall be permitted to obtain directors and officers insurance in furtherance or the foregoing obligations.</p>
Transfer Restrictions	The New Equity Interests shall not be transferable without the consent of the holders of the majority of holders of New Equity Interests and subject to compliance with applicable securities laws.
Amendments	Amendments to the New Speedcast Parent organizational document may be amended with the consent of the New Board and the holders of a majority of the outstanding New Equity Interests.

Case 20-32243 Document 1011 Filed in TXSB on 12/01/20 Page 8 of 222

Exhibit B

Litigation Trust Agreement

Draft 12/1/2020

LITIGATION TRUST AGREEMENT

This Litigation Trust Agreement (the “Litigation Trust Agreement”) is made and established this ___ day of _____, 2020, by and among SpeedCast International Limited; CapRock Communications (Australia) Pty Ltd; CapRock Communications Pte. Ltd.; CapRock Comunicações do Brasil Ltda.; CapRock Participações do Brasil Ltda.; CapRock UK Limited; CCI Services Corp.; Evolution Communications Group Limited; Globecomm Europe B.V.; Globecomm Network Services Corporation; Hermes Datacommunications International Limited; Maritime Communication Services, Inc.; NewCom International, Inc.; Oceanic Broadband Solutions Pty Ltd; Satellite Communications Australia Pty Ltd; SpaceLink Systems II, LLC; SpaceLink Systems, LLC; SpeedCast Americas, Inc.; SpeedCast Australia Pty Limited; Speedcast Canada Limited; SpeedCast Communications, Inc.; Speedcast Cyprus Ltd.; SpeedCast France SAS; SpeedCast Group Holdings Pty Ltd; SpeedCast Limited; SpeedCast Managed Services Pty Limited; SpeedCast Netherlands B.V.; SpeedCast Norway AS; SpeedCast Singapore Pte. Ltd.; SpeedCast UK Holdings Limited; and Telaurus Communications LLC (each, a “Debtor”, collectively, the “Debtors” and, as of the Effective Date, including New Speedcast Parent, the “Reorganized Debtors”), and [●], as Litigation Trustee (the “Litigation Trustee”), in connection with the *Second Amended Joint Chapter 11 Plan of Speedcast International Limited and its Debtor Affiliates*, dated November 25, 2020 (as altered, amended, modified, or supplemented from time to time, the “Plan”), filed with the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the “Bankruptcy Court”) in the Chapter 11 Cases (as defined below).¹

RECITALS

WHEREAS, the Debtors each filed a voluntary petition in the Bankruptcy Court under chapter 11 of the Bankruptcy Code (collectively, the “Chapter 11 Cases”);

WHEREAS, the Chapter 11 Cases are continuing and are jointly administered under case number 20-32243;

WHEREAS, on November 25, 2020, the Debtors filed the Plan [Dkt. No. 992];

WHEREAS, on December __, 2020, the Bankruptcy Court entered an order confirming the Plan (the “Confirmation Order”) [Dkt. No. [●]];

WHEREAS, the Effective Date of the Plan occurred on _____, 2021;

WHEREAS, the Plan contemplates, on the Effective Date, among other things, (a) the creation of the Litigation Trust (the “Litigation Trust”) to be treated as a “liquidating trust” within the meaning of Treasury Regulation Section 301.7701-4(d) (the “Trust Regulations”) for the benefit of holders of Allowed Other Unsecured Claims entitled to a Pro Rata share of the Litigation Trust Distributable Proceeds (the “Litigation Trust Beneficiaries”), (b) the Litigation Trust will be funded and vested with a one-time, non-refundable payment of Cash in the amount of \$2,500,000 (the “Litigation Trust Cash Amount”) to be transferred into the Litigation Trust by or at the direction of the Reorganized Debtors, consistent with the terms of the Plan, and (c) the Litigation Trust Causes of Action, as more fully described on **Schedule 1** hereto (collectively, the “Litigation

¹ Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Plan.

Trust Causes of Action” and, together with the Litigation Trust Cash Amount, the “Litigation Trust Assets”; following the Effective Date, “Litigation Trust Assets” shall also be deemed to include all Litigation Trust Distributable Proceeds and all other proceeds, products and income thereof) will be transferred into the Litigation Trust, as set forth in the Plan; and

WHEREAS, the Plan further contemplates that the Litigation Trust is intended to qualify as a “liquidating trust” within the meaning of the Trust Regulations, and shall be created for the purposes of, among other things, and the Litigation Trustee shall be the sole Entity responsible for, (a) investigating, prosecuting, settling, liquidating, or disposing of the Litigation Trust Causes of Action, (b) distributing the Litigation Trust Distributable Proceeds to the Litigation Trust Beneficiaries as holders of Allowed Other Unsecured Claims entitled to its Pro Rata share of the Litigation Trust Distributable Proceeds, with no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to and consistent with the purpose of the Litigation Trust and the Plan; and

WHEREAS, presuming that the Litigation Trust qualifies as a “liquidating trust” within the meaning of the Trust Regulations, to the extent permitted by law, the parties hereto will elect to treat the Litigation Trust for tax purposes as a “grantor trust” pursuant to the Treasury Regulations for U.S. federal income tax purposes, pursuant to Sections 671-679 of the Internal Revenue Code of 1986, as amended (the “IRC”), with the Litigation Trust Beneficiaries to be treated as the grantors of the Litigation Trust and deemed to be the owners of the Litigation Trust Assets (subject to the rights of creditors of the Litigation Trust), and consequently, for federal income tax purposes the transfer of the Litigation Trust Assets to the Litigation Trust shall be treated as a deemed transfer of those assets from the Reorganized Debtors and their Estates to the Litigation Trust Beneficiaries followed by a deemed transfer by such Litigation Trust Beneficiaries to the Litigation Trust at a valuation determined by the Litigation Trustee to be reported consistently by all parties; provided, however, if any assets are allocable to a disputed claim reserve, the Litigation Trustee may elect to treat any disputed claim reserve as a “disputed ownership fund” governed by Treasury Regulation Section 1.468B-9.

NOW, THEREFORE, pursuant to the Plan and the Confirmation Order, in consideration of the promises, the mutual agreements of the parties contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and affirmed, the parties hereto hereby agree as follows:

ARTICLE I. DECLARATION OF TRUST

1.1 Creation and Purpose of the Litigation Trust. The Reorganized Debtors and the Litigation Trustee hereby create the Litigation Trust, which is in a form reasonably acceptable to the Creditors’ Committee, for the purpose of (i) evaluating and prosecuting the Litigation Trust Causes of Action, (ii) liquidating the Litigation Trust Assets, and (iii) distributing the Litigation Trust Distributable Proceeds, if any, to the Litigation Trust Beneficiaries in accordance with Treasury Regulation Section 301.7701-4(d), with no objective to continue or engage in the conduct of a trade or business.

1.2 Declaration of Trust. In order to declare the terms and conditions hereof, and in consideration of the confirmation of the Plan, the Reorganized Debtors and the Litigation Trustee have executed this Litigation Trust Agreement and, effective on the Effective Date, the Reorganized Debtors hereby irrevocably transfer and assign to the Litigation Trust, all right, title, and interests of the Reorganized Debtors in the Litigation Trust Assets, to have and to hold unto the Litigation Trust and its successors and assigns, under and subject to the terms of the Plan and the Confirmation Order for the benefit of the Litigation Trust Beneficiaries and their permitted successors and assigns solely to the extent provided for in this Litigation Trust Agreement and in the Plan and Confirmation Order. Notwithstanding the foregoing, subject to Section 5.20 of the Plan and the rights of the Litigation Trustee set forth in Section 7.4 below, all Litigation Trust Proceeds shall be distributed by the Litigation Trustee, to the Litigation Trust Beneficiaries; in accordance with the provisions of the Plan and the Confirmation Order.

1.3 Transfer and Vesting of Estate Assets.

(a) On the Effective Date, pursuant to the terms of the Plan, the Litigation Trust Assets, including all Litigation Trust Assets held or controlled by the Debtors, if any, shall be vested in the Litigation Trust, which also shall, without limiting any of the other provisions hereof, own and be authorized to obtain, liquidate, and collect all of the Litigation Trust Assets in the possession of the Debtors, and pursue all of the Litigation Trust Causes of Action. All Litigation Trust Assets shall be transferred and delivered to the Litigation Trust free and clear of all Claims and Liens, and such transfer and delivery shall be exempt from any stamp, real estate transfer, mortgage reporting, sales, use or other similar tax. The Litigation Trust will be the successor-in-interest to each of the Reorganized Debtors with respect to any action or proceeding that was or could have been commenced by any of the Reorganized Debtors prior to the Effective Date that is a Litigation Trust Asset and shall be deemed and entitled to be substituted for the same as the party in all such actions, litigations, arbitrations or similar proceedings. To the extent any of the foregoing does not automatically occur on the Effective Date or is not effectuated through the Plan, the Confirmation Order or this Litigation Trust Agreement, the Reorganized Debtors shall, reasonably promptly, cause to be executed such other and further documents in form and substance reasonably acceptable to the Litigation Trustee and the Creditors' Committee, as are reasonably necessary to effectuate all of the foregoing and shall cooperate with the Litigation Trustee [(and the respective parties shall bear their own reasonable costs associated therewith)] in transitioning the administration of the Litigation Trust Assets to the Litigation Trust.

(b) In connection with Litigation Trust Assets, any attorney-client privilege, work-product privilege, joint interest privilege or other privilege or immunity (collectively, the "Privileges") attaching to any documents or communications (whether written or oral) shall vest in the Litigation Trustee and its representatives, and the Reorganized Debtors and the Litigation Trustee are authorized to take all necessary actions to effectuate the transfer of such privileges and available defenses. The Reorganized Debtors and the Litigation Trust agree that, in the case of disclosures made pursuant this Litigation Trust Agreement: (i) the documents, information or communications are privileged; (ii) the disclosure is made to the Litigation Trust solely for the specific purpose of enabling the Litigation Trustee to carry out its duties under the Litigation Trust Agreement; and (iii) the Reorganized Debtors do not intend, by the disclosure, to waive any privileges or immunities as against any other person or entity. Further, the Litigation Trust agrees: (x) to keep the documents, information and communications (and their contents) strictly

confidential, not disclose them to any other party, and preserve and protect all applicable privileges attaching to them; (y) to return to the Reorganized Debtors on reasonable demand any documents, information or communications or copies of them (or records of their contents); and (z) to inform the Reorganized Debtors reasonably promptly if it receives any voluntary or compulsory request for production to a third party of the documents, information or communications (or their contents) to enable the Reorganized Debtors to assert their privilege. The Litigation Trust's receipt of the Privileges associated with the Litigation Trust Causes of Action and Litigation Trust Assets shall not operate as a waiver of other privileges possessed or retained by the Reorganized Debtors.

(c) Not later than five (5) Business Days following the Effective Date, at the reasonable cost of the Litigation Trust, the Reorganized Debtors and the Creditors' Committee (notwithstanding the Creditors' Committee's dissolution on the Effective Date), shall deliver or cause to be delivered to the Litigation Trust, with the exception of documents that cannot be provided under applicable local law after reasonable effort by the Reorganized Debtors to provide such documents in compliance with applicable local law, copies of any and all books and records and all other documents and communications related to the Litigation Trust Assets, including those maintained in electronic format and original documents, whether held by the Reorganized Debtors, the Creditors' Committee, or their respective current officers, directors, employees, agents, advisors, attorneys, accountants, or any other professionals. After the Effective Date, during ordinary business hours and with written notice by the Litigation Trustee, the Reorganized Debtors shall provide reasonable and continuing access to officers, directors and employees of the Reorganized Debtors and their agents, advisors, attorneys, accountants or any other professionals with knowledge of matters relevant to the Litigation Trust Assets (including any former officers, directors, employees, agents, advisors, attorneys, accountants, or other professionals who owe a continuing duty of cooperation to the Reorganized Debtors).

(d) Without limiting any other provision of this Litigation Trust Agreement, the Plan or the Confirmation Order, the Reorganized Debtors shall, subject to Section 1.3(e) below, reasonably promptly following receipt of a reasonable request from the Litigation Trustee, (i) take, or cause to be taken, all such further actions, and execute and/or deliver all such additional instruments, agreements or documents, as the Litigation Trustee may reasonably request in order to evidence or effectuate the transfer of the Litigation Trust Assets and the Privileges to the Litigation Trustee by the Plan; (ii) reasonably cooperate with the Litigation Trustee in the prosecution of the Litigation Trust Causes of Action; and (iii) otherwise take any action reasonably necessary to carry out the intent of the parties hereunder and under the Plan. Notwithstanding anything contained herein, without the express written consent of the Litigation Trustee, no Entity or creditor of the Reorganized Debtors shall be permitted to assert, bring, institute, commence or continue any Litigation Trust Cause of Action that is transferred to the Litigation Trust pursuant to the Plan or take any other action in the name of the Litigation Trust.

(e) Notwithstanding anything to the contrary, in no event shall anything contained in this Litigation Trust Agreement be deemed or construed to require the Reorganized Debtors or any other Persons to, and such Persons shall not be required, to provide such cooperation to the extent it would (A) interfere substantially with the business or operations of the Reorganized Debtors or their affiliates or (B) require the Reorganized Debtors or their affiliates to take any action that could reasonably be expected to conflict with, or result in any violation or

breach of, or default (with or without notice or lapse of time, or both) under, their respective organizational documents, any applicable laws or any material contract.

(f) The Creditors' Committee and its advisors, notwithstanding the Creditor Committee's dissolution on the Effective Date (subject to certain exceptions), shall be permitted to share any discovery obtained relating to the Reorganized Debtors and/or Litigation Trust Assets with the Litigation Trustee without waiver of any Privileges. In addition, all rights of the Creditors' Committee in connection with any Rule 2004 examinations, orders, and agreements related thereto concerning the Reorganized Debtors or their Affiliates shall vest in the Litigation Trustee and its representatives, and the Reorganized Debtors and the Litigation Trustee are authorized to take all necessary actions to effectuate the transfer of such rights and privileges.

(g) The transfer of the Litigation Trust Assets to the Litigation Trust shall be made, as provided in the Plan and this Litigation Trust Agreement, for the benefit of the Litigation Trust Beneficiaries. In accordance with the Plan and this Litigation Trust Agreement, the Reorganized Debtors shall transfer, on behalf of the Litigation Trust Beneficiaries, the Litigation Trust Assets to the Litigation Trust for the benefit of the Litigation Trust Beneficiaries. Upon the transfer of the Litigation Trust Assets, the Reorganized Debtors shall have no interest in or claim to the Litigation Trust Assets or the Litigation Trust, and the Litigation Trust shall succeed to all of the Reorganized Debtors' right, title and interest in and to the Litigation Trust Assets. The Litigation Trustee shall have no authority to bind the Reorganized Debtors in any manner except with respect to a Litigation Trust Cause of Action. Notwithstanding the foregoing, for purposes of section 553 of the Bankruptcy Code, the transfer of the Litigation Trust Assets to the Litigation Trust shall not affect the mutuality of obligations which otherwise may have existed prior to the effectuation of such transfer. Notwithstanding anything in this Litigation Trust Agreement to the contrary, the transfer of the Litigation Trust Assets to the Litigation Trust does not diminish, and fully preserves, any defenses a defendant would have if such Litigation Trust Assets had been retained by the Reorganized Debtors. To the extent that any Litigation Trust Assets cannot be transferred to the Litigation Trust because of a restriction on transferability under applicable non-bankruptcy law that is not superseded or preempted by section 1123 of the Bankruptcy Code or any other provision of the Bankruptcy Code, such Litigation Trust Assets shall be deemed to have been retained by the Reorganized Debtors and the Litigation Trustee shall be deemed to have been designated as a representative of the Reorganized Debtors pursuant to section 1123(b)(3)(B) of the Bankruptcy Code to enforce and pursue such Litigation Trust Assets on behalf of the Reorganized Debtors, and all proceeds, income and recoveries on account of any such Litigation Trust Assets shall be assets of the Litigation Trust and paid over thereto immediately upon receipt by the Reorganized Debtors, or any other Entity.

1.4 Funding of the Trust. The Litigation Trust shall be initially funded with the Litigation Trust Cash Amount and other Litigation Trust Assets as provided for in the Plan and in the Confirmation Order. The Debtors and Reorganized Debtors have no obligation to further fund the Litigation Trust.

1.5 Acceptance by Litigation Trustee. The Litigation Trustee hereby accepts the trust imposed upon it by this Litigation Trust Agreement and agrees to observe and perform that trust on and subject to the terms and conditions set forth in this Litigation Trust Agreement, the Plan,

and the Confirmation Order. In connection with and in furtherance of the purposes of the Litigation Trust, the Litigation Trustee hereby accepts the transfer of the Litigation Trust Assets.

1.6 Name of the Litigation Trust. The Litigation Trust established hereby shall be known as the “Speedcast Creditor Litigation Trust”.

1.7 Capacity of Trust.

(a) Notwithstanding any state or federal law to the contrary or anything herein, the Litigation Trust shall itself have the capacity to act or refrain from acting on its own behalf, including the capacity to sue and be sued. The Litigation Trust may alone be the named movant, respondent, party plaintiff or defendant, or the like in all adversary proceedings, contested matters, and other cases or proceedings brought by or against it, and may settle and compromise all such matters in its own name, and the Litigation Trust shall be deemed to be a party in interest for all purposes concerning the Litigation Trust Causes of Action. The Litigation Trust shall be vested with all the powers and authority set forth in the Plan and this Litigation Trust Agreement. Without limitation on the Litigation Trust’s rights and powers with respect to other means of discovery, the Litigation Trust shall be authorized to use Bankruptcy Rule 2004 and any other bankruptcy or other tools of discovery available to the Reorganized Debtors or their Estates until the Chapter 11 Cases of the Reorganized Debtors are closed.

(b) This Litigation Trust Agreement is intended to create a trust and a trust relationship, and the Litigation Trust is to be governed and construed in all respects as a trust. The Litigation Trust is not intended to be, and shall not be deemed to be or treated as, a general partnership, limited partnership, joint venture, corporation, joint stock company or association, nor shall the Litigation Trustee, or the Litigation Trust Beneficiaries, or any of them, for any purpose be, or be deemed to be or treated in any way whatsoever to be, liable or responsible hereunder as partners or joint venturers. The relationship of the Litigation Trust Beneficiaries, on the one hand, to the Litigation Trust and the Litigation Trustee, on the other, shall not be deemed a principal or agency relationship, and their rights shall be limited to those conferred upon them by this Litigation Trust Agreement and the Plan.

(c) In accordance with section 1123(d) of the Bankruptcy Code, the Litigation Trustee may enforce all rights to commence and pursue, as appropriate, any and all Litigation Trust Causes of Action after the Effective Date. No Entity may rely on the absence of a specific reference in the Plan to any Litigation Trust Cause of Action against such Entity as any indication that the Litigation Trustee will not pursue any and all available Litigation Trust Causes of Action against such Entity. Unless any Litigation Trust Causes of Action against a Person are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or a Bankruptcy Court order, including the Confirmation Order, the Litigation Trustee expressly reserves all Litigation Trust Causes of Action, for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise) or laches, shall apply to such Litigation Trust Causes of Action upon, after, or as a consequence of the Confirmation Order. Any objections of the Reorganized Debtors to the allowance of any Claims or Equity Interests filed with the Bankruptcy Court with respect to which they dispute liability, priority, and/or amount (or any objections, affirmative defenses and/or counterclaims, whether or not litigated to Final Order) shall not in any way limit the ability or the

right of the Litigation Trustee to assert, commence or prosecute any Litigation Trust Cause of Action against the holder of such Claim or Equity Interest. Nothing contained in the Plan, the Confirmation Order or this Litigation Trust Agreement shall be deemed to be a waiver, release, or relinquishment of any Litigation Trust Cause of Action, right of setoff, or other legal or equitable defense which the Debtors had immediately prior to the Petition Date, against or with respect to any Claim against the Debtors. Without limiting the rights of the Litigation Trust or the Litigation Trustee, the Litigation Trustee shall have, retain, reserve, and be entitled to assert all Litigation Trust Causes of Action,; provided, however, that the Litigation Trustee shall not pursue any such actions or claims against any of the Released Parties.

(d) The Litigation Trust and the Litigation Trustee shall have all of the other rights, powers, duties and obligations set forth in the Plan and Confirmation Order, whether or not they are expressly set forth in this Litigation Trust Agreement.

ARTICLE II. THE LITIGATION TRUSTEE

2.1 Appointment. The Litigation Trustee has been selected by the Creditors' Committee with the consent of the Debtors, pursuant to the provisions of the Plan and this Litigation Trust Agreement, and has been appointed as of the Effective Date. The Litigation Trustee's appointment shall continue until the earlier of (a) the termination of the Litigation Trust as set forth below, or (b) the Litigation Trustee's resignation, death, dissolution, removal or liquidation, in each case in accordance with the provisions of this Litigation Trust Agreement and the Plan.

2.2 Authority of Litigation Trustee. Except as otherwise provided in this Litigation Trust Agreement, the Plan, or the Confirmation Order, the Litigation Trustee shall, in an expeditious but orderly manner, liquidate and convert to Cash the Litigation Trust Assets, which includes, without limitation, pursuing recovery on the Litigation Trust Causes of Action, and making distributions of Litigation Trust Proceeds to the Litigation Trust Beneficiaries as set forth herein and in the Plan, and not unduly prolonging the duration of the Litigation Trust. The Litigation Trustee shall have the absolute right to pursue, settle and compromise or not pursue any and all Litigation Trust Causes of Action as it determines is in the best interests of the Litigation Trust Beneficiaries, and consistent with the purposes of the Litigation Trust and the Plan. The Litigation Trustee shall have no liability for the outcome of any such decision except for any damages caused by intentional fraud, willful misconduct, or gross negligence. Nothing in this Litigation Trust Agreement shall be deemed to prevent the Litigation Trustee from taking, or failing to take, any action that, based upon the advice of counsel or other professionals, it determines it is obligated to take (or refrain from taking) in the performance of any fiduciary or similar duty which the Litigation Trustee owes to the Litigation Trust Beneficiaries. No Entity dealing with the Litigation Trust shall be obligated to inquire into the Litigation Trustee's authority in connection with the acquisition, management, or disposition of Litigation Trust Assets or general administration of the Litigation Trust. Without limiting the foregoing, but subject to the Plan, the Confirmation Order, and other provisions of this Litigation Trust Agreement, the Litigation Trustee shall be expressly authorized to, with respect to the Litigation Trust and the Litigation Trust Assets, and may cause the Litigation Trust to:

(a) Subject to the terms of this Litigation Trust Agreement, exercise power and authority that may be or could have been exercised, commence all proceedings that may be or could have been commenced, and take all actions that may be or could have been taken, by any officer, director, shareholder or other party acting in the name of the Reorganized Debtors or their Estates with like effect as if duly authorized, exercised and taken by unanimous action of such officers, directors and shareholders or other party that are reasonably necessary to maximize the value of the Litigation Trust Assets;

(b) Open and maintain bank accounts on behalf of or in the name of the Litigation Trust, incur debt to fund and finance the Litigation Trust, calculate and make distributions of Litigation Trust Proceeds to the Litigation Trust Beneficiaries, and take other actions consistent with the Plan and the implementation thereof, including the establishment, re-evaluation, adjustment, and maintenance of appropriate reserves, in the name of the Litigation Trust, provided that the Litigation Trustee need not maintain the Litigation Trust's reserves in segregated bank accounts, if more than one is required in the discretion of the Litigation Trustee, and may pool funds in the reserves with each other and other funds of the Litigation Trust; provided, however, that the Litigation Trust shall treat all such reserved funds as being held in segregated accounts in its books and records;

(c) Receive, manage (including, for the avoidance of doubt, use the proceeds, products and income of the Litigation Trust to fund on-going fees, costs and expenses of the Litigation Trust), invest (in any manner permitted to be made by a liquidating trust within the meaning of Treasury Regulation Section 301.7701-4(d), as reflected therein, or under applicable IRS guidelines, rulings, or other controlling authorities), supervise, protect, collect, liquidate and distribute the Litigation Trust Assets;

(d) Hold legal title to any and all Litigation Trust Assets;

(e) Commence, prosecute, compromise, adjust, settle, sue on or defend, withdraw, abandon, resolve any or all Litigation Trust Causes of Action, or otherwise protect and enforce the rights to the Litigation Trust Assets by any method deemed appropriate including, without limitation, by judicial proceedings or pursuant to any applicable bankruptcy, insolvency, moratorium, or similar law and general principles of equity;

(f) Assume the right to prosecute or otherwise adjudicate or settle particular objections to Other Unsecured Claims in the event the Reorganized Debtors and Litigation Trustee disagree with respect to the treatment of any Other Unsecured Claim, as provided for and subject to Section 7.2(c) of the Plan;

(g) Engage in, intervene in, join, compromise, adjust, release, mediate, arbitrate, sue on or defend, counterclaim, setoff, recoup, pursue, prosecute, abandon, or otherwise deal with and settle any actions, suits, proceedings, disputes, claims, controversies, demands, causes of action, or other litigation in favor of or against the Litigation Trust, to enter into agreements relating to the foregoing, whether or not any suit is commenced or claim accrued or asserted and, in advance of any controversy, to enter into agreements regarding arbitration, adjudication or settlement thereof, all in the name of the Litigation Trust if necessary or appropriate, and institute or continue actions that were or could have been commenced by any of

the Debtors prior to the Effective Date that is a Litigation Trust Asset, and prosecute or defend all related litigation or appeals, and, when appropriate, settle such actions and claims;

(h) Enforce, waive, assign or release rights, privileges or immunities of any kind;

(i) Seek any relief from, or resolution of, any disputes by the Bankruptcy Court or other court of competent jurisdiction;

(j) Seek a determination of tax liability or refund under section 505 of the Bankruptcy Code; (2) file, if necessary, any and all tax and information returns required with respect to the Litigation Trust; (3) make tax elections for and on behalf of the Litigation Trust; (4) pay taxes, if any, payable for and on behalf of the Litigation Trust; and (5) file and prosecute claims for tax refunds to which the Reorganized Debtors or the Litigation Trust may be entitled; provided, however, that notwithstanding any other provision of this Litigation Trust Agreement, the Litigation Trustee shall have no personal responsibility for the signing or accuracy of the Reorganized Debtors' income tax returns that are due to be filed after the Effective Date or for any tax liability related thereto;

(k) Pay all valid and lawful expenses, debts, charges, taxes and liabilities of the Litigation Trust;

(l) Take all other actions not inconsistent with the provisions of the Plan that the Litigation Trustee deems reasonably necessary or desirable to administer the Litigation Trust;

(m) Enter into any agreement or execute any document or instrument required by or consistent with the Plan, the Confirmation Order or this Litigation Trust Agreement and perform all duties and obligations thereunder;

(n) If any of the Litigation Trust Assets are situated in any state or other jurisdiction in which the Litigation Trustee is not qualified to act as trustee, nominate and appoint an Entity duly qualified to act as trustee in such state or jurisdiction and require from each such trustee such security as may be designated by the Litigation Trustee in its reasonable discretion; confer upon such trustee all the rights, powers, privileges, and duties of the Litigation Trustee hereunder, subject to the conditions and limitations of this Litigation Trust Agreement, except as modified or limited by the Litigation Trustee and except where the conditions and limitations may be modified by the laws of such state or other jurisdiction (in which case, the laws of the state or other jurisdiction in which such trustee is acting shall prevail to the extent necessary); require such trustee to be answerable to the Litigation Trustee for all monies, assets and other property that may be received in connection with the administration of all property; and, remove such trustee, with or without cause, and appoint a successor trustee at any time by the execution by the Litigation Trustee of a written instrument declaring such trustee removed from office, and specifying the effective date and time of removal, which notice shall be promptly served on the Litigation Trust Beneficiaries;

(o) Purchase and carry all insurance policies and pay all insurance premiums and costs the Litigation Trustee deems reasonably necessary or advisable;

(p) Implement, enforce, or discharge all of the terms, conditions, and all other provisions of, and all duties and obligations under, the Plan, the Confirmation Order, and this Litigation Trust Agreement; and

(q) Employ and compensate Litigation Trustee Representatives. Nothing in this Litigation Trust Agreement shall limit the Litigation Trustee from engaging counsel or other professionals (at the sole expense of the Litigation Trust), including the Litigation Trustee itself or former counsel to Creditors' Committee, to do work for or represent the Litigation Trust.

2.3 Limitations on the Litigation Trustee. Notwithstanding anything to the contrary under applicable law, this Litigation Trust Agreement or the Plan to the contrary, the Litigation Trustee shall not undertake any of the following, and any of the following actions by the Litigation Trustee shall be null and void:

(a) Take or commence any actions against any Released Parties on account of any Released Claims;

(b) Take, or fail to take, any action that would jeopardize treatment of the Litigation Trust as a "liquidating trust" under the Trust Regulations;

(c) Take any action in contravention of the Plan, the Confirmation Order or this Agreement without express Bankruptcy Court approval;

(d) Possess the Litigation Trust Assets for purposes other than the purposes of the Litigation Trust as expressly provided in the Plan and this Litigation Trust Agreement;

(e) Receive transfers of any listed stocks or securities, any readily-marketable assets or any operating assets of a going business, except as is necessary or required under the Plan and the Confirmation Order; provided, however, that in no event shall the Litigation Trustee receive or invest in any such investment that would jeopardize treatment of the Litigation Trust as a "liquidating trust" under the Trust Regulations; or

(f) Receive or retain any operating assets of a going business, a partnership interest in a partnership that holds operating assets, or fifty percent (50%) or more of the stock of a corporation with operating assets, except as is necessary or required under the Plan and the Confirmation Order; provided, however, that in no event shall the Litigation Trustee receive or retain any such asset or interest that would jeopardize treatment of the Litigation Trust as a "liquidation trust" under the Trust Regulations.

Notwithstanding any of the foregoing, the Litigation Trustee shall not be prohibited from engaging in any trade or business on its own account, provided that such activity does not interfere with the Litigation Trustee's administration of the Litigation Trust or its duties as Litigation Trustee, or jeopardize treatment of the Litigation Trust as a "liquidating trust" under the Trust Regulations.

2.4 Compensation of Litigation Trustee and Litigation Trustee Representatives.

(a) The Litigation Trustee shall be entitled to receive from the Litigation Trust reasonable compensation and reimbursement of its reasonable out-of-pocket expenses for the

performance of its duties after the Effective Date on terms and conditions to be agreed upon between the Creditors' Committee and Litigation Trustee prior to the Effective Date and filed with the Bankruptcy Court. Any successor to the Litigation Trustee shall also be entitled to reasonable compensation in connection with the performance of its duties, which compensation may be different from the terms provided herein, plus the reimbursement of reasonable out-of-pocket expenses. Any material modification in the compensation and/or terms of employment of the Litigation Trustee shall be made upon prior written notice to Litigation Trust Beneficiaries holding Allowed Other Unsecured Claims against the Reorganized Debtors. If acceptance of such modification is received by more than fifty (50%) in number of the Voting Beneficiaries (as defined below) by the deadline provided in such notice, such modification(s) shall become effective. As used herein, "Voting Beneficiaries" are (i) the twenty (20) unaffiliated holders of the largest Allowed Other Unsecured Claims measured at the time of such vote plus (ii) any other holder of Allowed Other Unsecured Claims holding individually at least five percent (5%) of the then current aggregate amount of all Allowed Other Unsecured Claims against the Reorganized Debtors as evidenced by the Claims Registry (as defined below). The Bankruptcy Court shall resolve any disputes arising under this Section. For the avoidance of doubt, all compensation, reimbursements or other amounts paid to the Litigation Trustee shall be at the sole cost of the Litigation Trust.

(b) The Litigation Trustee Representatives (unless the Litigation Trustee Representatives and the Litigation Trustee agree to different treatment) seeking compensation or reimbursement shall submit written statements to the Litigation Trustee on a periodic basis. The Litigation Trustee shall have ten (10) days from the date such statement is received to review the statement and object to any portion of such statement by serving a written objection on the party seeking compensation setting forth the precise nature of the objection and the amount at issue. At the expiration of the ten (10) day period, and without further order of the Bankruptcy Court (except as provided herein), the Litigation Trustee shall pay from the Litigation Trust Assets 100% of the amounts requested, except for any portion of such fees and expenses to which objection has been made, if any. The Litigation Trustee and the party seeking compensation shall attempt to consensually resolve objections, if any, to any statement. If the Litigation Trustee and the party seeking compensation are unable to reach a consensual resolution of any such objection, the party seeking compensation who received an objection to its fees and expenses may seek payment of such fees and expenses by filing a motion with the Bankruptcy Court, providing notice of such motion to the Litigation Trustee and the Litigation Trust Beneficiaries, and obtaining an order from the Bankruptcy Court. If any agent or professional of the Litigation Trustee fails to submit a written statement as set forth above, it shall be ineligible to receive payment of the fees and expenses that would be the subject of such written statement as provided in this Litigation Trust Agreement until such written statement is submitted.

2.5 General Duties, Obligations, Rights, and Benefits of the Litigation Trustee. The Litigation Trustee shall have all duties, obligations, rights, and benefits assumed by, assigned to or vested in the Litigation Trust, or reasonably necessary to accomplish the purpose of the Litigation Trust, under the Plan, the Confirmation Order, this Litigation Trust Agreement and any other agreement entered into pursuant to or in connection with the Plan. Such duties, obligations, rights and benefits include, without limitation, all duties, obligations, rights and benefits relating to (a) administering the Litigation Trust Assets; and (b) all of the other powers set forth in Section 2.2 hereof. No Implied Obligations. The Litigation Trustee shall not be liable except for the

performance of such duties and obligations as are specifically set forth herein, and no implied covenants or obligations shall be read into this Litigation Trust Agreement against the Litigation Trustee.

2.6 Replacement of the Litigation Trustee.

(a) The Litigation Trustee may resign at any time upon thirty (30) days' prior written notice filed with the Bankruptcy Court and served upon the Litigation Trust Beneficiaries (a "Resignation Notice"), provided that such resignation shall only become effective upon the appointment of a successor Litigation Trustee, who shall be identified and recommended by the resigning Litigation Trustee in its Resignation Notice, which notice shall also include the proposed terms of engagement of the successor Litigation Trustee; provided, however, that if any group of five (5) Voting Beneficiaries, acting together, files an alternative successor Litigation Trustee recommendation (an "Alternative Recommendation Notice") with the Bankruptcy Court within ten (10) days after the date the Resignation Notice was filed with the Bankruptcy Court, the Bankruptcy Court shall determine and appoint the successor Litigation Trustee from those candidates recommended by the resigning Litigation Trustee and in the Alternative Recommendation Notices (or such other successor Litigation Trustee that the Bankruptcy Court may determine in its discretion). If an Alternative Recommendation Notice is not timely filed, the successor Litigation Trustee identified in the Resignation Notice shall be appointed by the Bankruptcy Court on the terms of engagement disclosed therein, subject to the requirements set forth in the next sentence. Any successor Litigation Trustee appointed under this clause (a) shall execute an instrument accepting its appointment and shall file a copy of such instrument with the Bankruptcy Court. Thereupon, the successor Litigation Trustee, without any further act, shall become fully vested with all of the rights, powers, duties, and obligations of its predecessor, except as provided in Section 2.4(a) above, and all responsibilities of the predecessor Litigation Trustee relating to the Litigation Trust shall be terminated.

(b) In addition, two-thirds (2/3) in number of Voting Beneficiaries may remove the Litigation Trustee with or without cause. The Litigation Trustee may also be removed by the Bankruptcy Court for cause upon motion and after notice and a hearing, which motion may only be brought by any group of five (5) Voting Beneficiaries, acting together. In the event of the removal of the Litigation Trustee as set forth in the preceding two sentences, or in the event of the death, disability, dissolution, or liquidation of the Litigation Trustee, a majority in number of Voting Beneficiaries shall select a successor Litigation Trustee; provided, however, if a successor Litigation Trustee is not selected within thirty (30) days of the date of the Litigation Trustee's death, disability, dissolution, liquidation, or removal as set forth in this clause (b), any group of five (5) Voting Beneficiaries, acting together, may file a successor Litigation Trustee recommendation with the Bankruptcy Court within ten (10) days following the expiration of such thirty (30) day period, and the Bankruptcy Court shall determine and appoint the successor Litigation Trustee from those candidates recommended (or such other successor Litigation Trustee that the Bankruptcy Court may determine in its discretion). Any successor Litigation Trustee appointed under this clause (b) shall execute an instrument accepting its appointment and shall file a copy of such instrument with the Bankruptcy Court. Thereupon, the successor Litigation Trustee, without any further act, shall become fully vested with all of the rights, powers, duties, and obligations of its predecessor, except as provided in Section 2.4(a) above, and all responsibilities of the predecessor Litigation Trustee relating to the Litigation Trust shall be terminated.

(c) In the event the Litigation Trustee's appointment terminates for any of the reasons set forth in clauses (a) or (b) above, such Litigation Trustee shall be promptly compensated for all reasonable fees and expenses accrued through the effective date of termination, whether or not previously invoiced. The provisions of Article IV of this Litigation Trust Agreement shall survive the resignation or removal of any Litigation Trustee, in accordance with Section 4.8 of this Litigation Trust Agreement.

2.7 Litigation Trust Continuance. The death, disability, dissolution, liquidation, resignation, or removal of the Litigation Trustee shall not terminate the Litigation Trust or revoke any existing agency created by the Litigation Trustee pursuant to this Litigation Trust Agreement or invalidate any action theretofore taken by the Litigation Trustee, and the provisions of this Litigation Trust Agreement shall be binding upon and inure to the benefit of the successor Litigation Trustee and all its successors or assigns

ARTICLE III. PROSECUTION AND RESOLUTION OF ACTIONS

3.1 Exclusive Authority; Representative. Without limiting the authority of the Litigation Trust or the Litigation Trustee set forth in this Litigation Trust Agreement herein, the Plan or the Confirmation Order, the Litigation Trust shall be deemed to be a party in interest, and shall have the exclusive right, power, and interest to pursue, settle, defend, or abandon, as the case may be, all Litigation Trust Causes of Action, as the representative of the Reorganized Debtors and their Estates pursuant to section 1123(b)(3) of the Bankruptcy Code.

3.2 Litigation Trust Proceeds. Any and all Litigation Trust Proceeds, plus all income earned on Litigation Trust Assets, after payment of any and all expenses of the Litigation Trust and subject to holdbacks for the Litigation Trust Reserve (as defined below), shall be added to the Litigation Trust Assets, held as a part thereof (and title therein shall be vested in the Litigation Trustee), and distributed to the Litigation Trust Beneficiaries, in accordance with the terms of this Litigation Trust Agreement.

ARTICLE IV. LIABILITY OF LITIGATION TRUSTEE

4.1 Standard of Care; Exculpation. Neither the Litigation Trustee, nor any director, officer, member, affiliate, employee, employer, professional, successors, assigns, agent, or representative of the Litigation Trustee (each, an "Exculpated Party" and collectively, the "Exculpated Parties") shall be liable for any losses, claims, damages, liabilities, obligations, settlements, proceedings, suits, judgments, causes of action, litigation, actions, or investigations (whether civil or administrative and whether sounding in tort, contract or otherwise), penalties, costs, and expenses, including reasonable fees and disbursements (collectively referred to herein as "Losses"), whether or not in connection with litigation in which any Exculpated Party is a party, or administering or enforcing this Litigation Trust Agreement (including these exculpation provisions), as and when imposed on the Litigation Trustee, incurred, caused by, relating to, based upon or arising out of (directly or indirectly) the Litigation Trustee's execution, delivery, and acceptance of or the performance or nonperformance of its powers, duties and obligations under this Litigation Trust Agreement, the Plan, or the Confirmation Order, or as may arise by reason

of any action, omission or error of an Exculpated Party; provided, however, that the foregoing limitation shall not apply to any Losses suffered or incurred by any holder of a Claim or Interest or Beneficiary that are determined by a Final Order of the Bankruptcy Court to have been caused by the intentional fraud, willful misconduct or gross negligence of such Exculpated Party. Every act taken or omitted, power exercised or obligation assumed by the Litigation Trust or any other Exculpated Party pursuant to the provisions of this Litigation Trust Agreement, the Plan, or the Confirmation Order shall be held to be taken or omitted, exercised, or assumed, as the case may be, by the Litigation Trust or any Exculpated Party acting for and on behalf of the Litigation Trust and not otherwise; provided, however, that none of the foregoing Entities are deemed to be responsible for any other such Entities' actions or inactions. Except as provided in the first proviso of the first sentence of this Section, every Entity contracting or otherwise dealing with or having any relationship with the Litigation Trust or any Exculpated Party shall have recourse only to the Litigation Trust Assets for payment of any liabilities or other obligations arising in connection with such contracts, dealings or relationships, and the Litigation Trust and the Exculpated Parties shall not be individually liable therefor. In no event shall the Litigation Trustee or any other Exculpated Party be liable for indirect, punitive, special, incidental, or consequential damage or loss (including but not limited to lost profits) whatsoever, even if the Litigation Trustee has been informed of the likelihood of such loss or damages and regardless of the form of action. Any liability of the Litigation Trustee or any other Exculpated Party under this Litigation Trust Agreement shall be limited to an amount equal to the fees actually paid to the Litigation Trustee as of the date of any determination.

4.2 Indemnification.

(a) The Litigation Trustee and any director, officer, member, affiliate, employee, employer, professional, successor, assign, agent, or representative of the Litigation Trustee (each, an "Indemnified Party" and collectively, the "Indemnified Parties") shall be defended, held harmless, and indemnified from time to time by the Litigation Trust against any and all Losses, including, without limitation, the costs for counsel or others in investigating, preparing, defending, or settling any action or claim, whether or not in connection with litigation in which any Indemnified Party is a party, or administering or enforcing this Litigation Trust Agreement (including these indemnity provisions), as and when imposed on the Litigation Trustee, incurred, caused by, relating to, based upon or arising out of (directly or indirectly) the Litigation Trustee's execution, delivery, and acceptance of or the performance, implementation or administration, or nonperformance of its powers, duties, and obligations under this Litigation Trust Agreement, the Plan, or the Confirmation Order, or as may arise by reason of any action, omission, or error of an Indemnified Party; provided, however, such indemnity shall not apply to any such Losses that are determined by a Final Order of the Bankruptcy Court to have been caused by the intentional fraud, willful misconduct, or gross negligence of such Indemnified Party. Satisfaction of any obligation of the Litigation Trust arising pursuant to the terms of this Section shall be, in the first instance, satisfied from any applicable insurance coverage, and any remaining amounts shall be payable from the Litigation Trust Assets, and in either case shall be advanced prior to the conclusion of such matter (to the greatest extent possible) and such right to payment shall be prior and superior to the rights of the Litigation Trust Beneficiaries to receive a distribution of the Litigation Trust Assets.

(b) The Litigation Trust shall promptly pay to the Indemnified Party the expenses set forth in subparagraph (a) above upon submission of invoices therefore on a current basis. Each Indemnified Party hereby undertakes, and the Litigation Trust hereby accepts its undertaking, to repay any and all such amounts so paid by the Litigation Trust if it shall ultimately be determined that such Indemnified Party is not entitled to be indemnified therefore under this Litigation Trust Agreement.

4.3 No Liability for Acts of Successor/Predecessor Litigation Trustees. Upon the appointment of a successor Litigation Trustee and the delivery of the Litigation Trust Assets to the successor Litigation Trustee, the predecessor Litigation Trustee and any director, officer, affiliate, employee, employer, professional, agent, or representative of the predecessor Litigation Trustee shall have no further liability or responsibility with respect to the Litigation Trust, the Litigation Trust Assets or this Litigation Trust Agreement. A successor Litigation Trustee shall have no duty to examine or inquire into the acts or omissions of its immediate or remote predecessor and no successor Litigation Trustee shall be in any way liable for the acts or omissions of any predecessor Litigation Trustee unless a successor Litigation Trustee expressly assumes such responsibility. A predecessor Litigation Trustee shall have no liability for the acts or omissions of any immediate or subsequent successor Litigation Trustee for any events or occurrences subsequent to the cessation of its role as Litigation Trustee.

4.4 Reliance by Litigation Trustee on Documents or Advice of Counsel or Other Professionals. Except as otherwise provided in this Litigation Trust Agreement, the Litigation Trustee and any director, officer, member, affiliate, employee, employer, professional, agent, or representative of the Litigation Trustee, may rely, and shall be protected from liability for acting or failing to act, upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, or other paper or document reasonably believed by the Litigation Trustee to be genuine and to have been presented by an authorized party. The Litigation Trustee shall not be liable for any action taken or omitted or suffered by the Litigation Trustee in reasonable reliance upon the advice of counsel or other professionals engaged by the Litigation Trustee in accordance with this Litigation Trust Agreement. The Litigation Trustee shall be fully indemnified by the Litigation Trust for or in respect of any action taken, suffered or omitted by it and in accordance with such advice or opinion.

4.5 Conflicts of Interest. Conflicts of interest of the Litigation Trustee will be addressed by the Litigation Trustee appointing a disinterested person to handle any matter where the Litigation Trustee has identified a conflict of interest or the Bankruptcy Court, on motion of a party in interest, determines one exists. In the event the Litigation Trustee is unwilling or unable to appoint a disinterested person to handle any such matter, or a Voting Beneficiary objects to a disinterested person appointed by the Litigation Trustee, such Voting Beneficiary may file an objection with the Bankruptcy Court, on notice to the Litigation Trustee and the Litigation Trust Beneficiaries, setting forth such objection and seeking entry of an order appointing a disinterested person recommended in such objection.

4.6 Insurance. The Litigation Trustee may purchase, using the Litigation Trust Assets, and carry, all insurance policies and pay all insurance premiums and costs the Litigation Trustee deem reasonably necessary or advisable, including, without limitation, purchasing any errors and omissions insurance with regard to any Losses it may incur, arising out of or due to its actions or

omissions, or consequences of such actions or omissions, other than as a result of its fraud or willful misconduct, with respect to the implementation and administration of the Plan or this Litigation Trust Agreement.

4.7 No Liability for Good Faith Error of Judgment. The Litigation Trustee shall not be liable for any error of judgment made in good faith, unless it shall be finally determined by a Final Order that the Litigation Trustee was grossly negligent in ascertaining the pertinent facts.

4.8 Survival. The provisions of this Article IV shall survive the termination of this Litigation Trust Agreement and the death, resignation, removal, liquidation, dissolution, or replacement of the Litigation Trustee.

ARTICLE V. GENERAL PROVISIONS CONCERNING ADMINISTRATION OF THE LITIGATION TRUST

5.1 Litigation Trust Reserve. The Litigation Trustee shall establish the Litigation Trust Reserve in accordance with Section 8.2 of this Litigation Trust Agreement.

5.2 Books and Records.

(a) The Litigation Trust shall have the responsibility of physically taking possession of (with the Reorganized Debtors' reasonable cooperation), storing and maintaining copies of the Reorganized Debtors' books and records and all other information and materials referred to in Section 1.3(c) above, subject to clause (c) below.

(b) The Litigation Trustee also shall maintain in respect of the Litigation Trust and the Litigation Trust Beneficiaries books and records relating to the Litigation Trust Assets and the payment of expenses of and claims against or assumed by the Litigation Trust in such detail and for such period of time as may be necessary to enable it to make full and proper reports in respect thereof as required under the Plan, Confirmation Order or this Litigation Trust Agreement. Except as expressly provided in this Litigation Trust Agreement, the Plan, or the Confirmation Order, or as may be required by applicable law (including securities law), nothing in this Litigation Trust Agreement is intended to require the Litigation Trust to file any accounting or seek approval of any court with respect to the administration of the Litigation Trust, or as a condition for making any payment or transfer out of the Litigation Trust Assets. Litigation Trust Beneficiaries shall have the right upon ten (10) days' prior written notice delivered to the Litigation Trustee to inspect the Reorganized Debtors' books and records and the Litigation Trust's books and records, provided such Beneficiary shall have entered into a confidentiality agreement in form and substance reasonably satisfactory to the Litigation Trustee and the Reorganized Debtors. Satisfaction of the foregoing condition notwithstanding, if (a) the Litigation Trustee determines in good faith that the inspection of the Reorganized Debtors' books and records or the Litigation Trust's books and records by any Beneficiary would be detrimental to the Litigation Trust or (b) such Beneficiary is a defendant (or potential defendant) in a pending (or potential) action brought by the Litigation Trust, the Litigation Trust may deny such request for inspection. The Bankruptcy Court shall resolve any dispute between any Beneficiary and the Litigation Trustee under this Section.

(c) The Litigation Trustee may destroy or return to the Reorganized Debtors, in its discretion after consultation with the Reorganized Debtors, any copies of the Reorganized Debtors' books and records on or after one hundred and twenty (120) days from the Effective Date. If reasonably requested by the Reorganized Debtors, the Litigation Trustee shall provide the Reorganized Debtors a written certification of the destruction of all copies of the Reorganized Debtors' applicable books and records within 30 days of the destruction thereof.

5.3 Final Accounting of Litigation Trustee. The Litigation Trustee (or any such successor Litigation Trustee) shall within thirty (30) days after the termination of the Litigation Trust or the death, dissolution, liquidation, resignation, or removal of the Litigation Trustee, render an accounting containing the following information:

- (a) A description of the Litigation Trust Assets.
- (b) A summarized accounting in sufficient detail of all gains, losses, receipts, disbursements and other transactions in connection with the Litigation Trust and the Litigation Trust Assets during the Litigation Trustee's term of service, including their source and nature.
- (c) Separate entries for all receipts of principal and income.
- (d) The ending balance of all Litigation Trust Assets as of the date of the accounting, including the Cash balance on hand and the name(s) and location(s) of the depository or depositories where the Cash is kept.
- (e) All known liabilities of the Litigation Trust.
- (f) A description of all Litigation Trust Causes of Action and the status thereof.

5.4 Filing of Accounting. The final accounting described in the above Section shall be filed with the Bankruptcy Court and the Reorganized Debtors and all Litigation Trust Interests shall have notice that the final accounting has been filed and an opportunity to have a hearing on the approval of the accounting and the discharge and release of the Litigation Trustee.

5.5 Other Reporting. In addition to the other reporting requirements in this Litigation Trust Agreement, as soon as practicable after the end of each fiscal year (and such additional reports as may be reasonably requested by the Reorganized Debtors after the end of each fiscal quarter), the Litigation Trustee shall provide to the Reorganized Debtors and each holder of Litigation Trust Interests a detailed, written report describing the financial condition of the Litigation Trust for such period, including, (a) a description of any action taken by the Litigation Trustee in the performance of its duties that materially affects the Litigation Trust and of which notice has not previously been given to the holders of Litigation Trust Interests; (b) a description of the progress of the Litigation Trust Causes of Action and any other material information relating to the Litigation Trust Assets and the administration of the Litigation Trust; and (c) a statement of the fees and expenses of the Litigation Trustee and the Litigation Trustee Representatives. Such report may be combined with the reports described in Sections 5.3 and 5.4 above to the extent appropriate under the circumstances. To the extent considered appropriate by the Litigation Trustee, such report may but need not be prepared by an independent certified public accountant employed by the Litigation Trust and may but need not be certified or prepared in accordance with U.S. generally accepted

accounting principles. Notwithstanding anything to the contrary contained herein, the Litigation Trustee shall not provide or disclose any information that it reasonably believes is privileged or otherwise protected from discovery without first ensuring that inclusion of that information will not waive any such privilege or protection. The Litigation Trustee may, but is not required to, post the above reports (and any other reports required pursuant to this Litigation Trust Agreement) on a limited-access web site maintained by the Litigation Trustee (the "Litigation Trust Website") and available to all Litigation Trust Beneficiaries, and any such posting may be in lieu of providing a written copy to the Reorganized Debtors and Litigation Trust Beneficiaries (unless otherwise required by law).

ARTICLE VI. BENEFICIAL INTERESTS AND BENEFICIARIES

6.1 Trust Beneficial Interests. Each Litigation Trust Beneficiary shall hold a beneficial interest in the Litigation Trust (such interests, "Litigation Trust Interests") in the same proportion as its rights as holders of Allowed Other Unsecured Claims. The Litigation Trust Interests will be uncertificated; accordingly, distributions of Litigation Trust Interests will be accomplished solely by the entry of the names of such holders and their respective Allowed Other Unsecured Claims against the Reorganized Debtors in the Claims registry maintained by the Reorganized Debtors or its agents (the "Claims Registry"). Each holder of a Litigation Trust Interest shall take and hold its uncertificated beneficial interest subject to all of the terms and provisions of this Litigation Trust Agreement, the Confirmation Order, and the Plan.

6.2 Interest Beneficial Only. Ownership of a beneficial interest in the Litigation Trust shall not entitle any Litigation Trust Beneficiary to any title in or to the Litigation Trust Assets or to any right to call for a partition or division of the Litigation Trust Assets or to require an accounting. The interest of a holder of a Litigation Trust Interest is in all respects personal property. Any transfer of any Litigation Trust Interest in violation of this Litigation Trust Agreement shall be null and void. A holder of a Litigation Trust Interest shall have no title to, right to, possession of, management of, or control of, any Litigation Trust Assets except as herein expressly provided. No surviving spouse, heir or devisee of any deceased holder of a Litigation Trust Interest shall have any right of dower, homestead, or inheritance, or of partition, or any other right, statutory or otherwise, in the Litigation Trust Assets, but the whole title to all the Litigation Trust Assets shall be vested in the Litigation Trust and the sole interest of the holders of Litigation Trust Interests shall be the rights and benefits given to such persons under this Litigation Trust Agreement. The record holder of Litigation Trust Interests, as evidenced by the Claims Registry, will be entitled to participate in the rights due to a holder of Litigation Trust Interests hereunder.

6.3 Evidence of Beneficial Interest. Ownership of a Litigation Trust Interest shall not be evidenced by any certificate, security, or receipt or in any other form or manner whatsoever, except as maintained by the Litigation Trustee. Except as otherwise required by law, references in this Litigation Trust Agreement to the identification of holders and the providing of information to holders shall be read to mean holders of record as set forth in the Claims Registry and shall not mean any beneficial owner not recorded in such official registry.

6.4 Exemption from Registration. It is intended that the Litigation Trust Interests and the entitlements hereunder, if any, of the Litigation Trust Beneficiaries shall not constitute

“securities.” To the extent the Litigation Trust Interests or the entitlements of the Litigation Trust Beneficiaries are deemed to be “securities,” the issuance of Litigation Trust Interests to Litigation Trust Beneficiaries of any entitlements hereunder or under the Plan (and any redistribution of any of the foregoing pursuant to the Plan or otherwise) shall be exempt, pursuant to section 1145 of the Bankruptcy Code, from registration under the Securities Act of 1933, as amended (the “Securities Act”), and any applicable state and local laws requiring registration of securities. If the Litigation Trustee determines, with the advice of counsel, that the Litigation Trust is required to comply with registration and/or reporting requirements of the Securities Act, the Securities Exchange Act of 1934, as amended (the “Exchange Act”), the Trust Indenture Act of 1939, as amended (the “Trust Indenture Act”), or the Investment Company Act of 1940, as amended (the “Investment Company Act”), then the Litigation Trustee shall take any and all actions to comply with such registration and reporting requirements, if any, and file reports with the Securities and Exchange Commission (the “SEC”) to the extent required by applicable law. Notwithstanding the foregoing procedure, nothing herein shall be deemed to preclude the Litigation Trustee from amending this Litigation Trust Agreement to make such changes as are deemed necessary or appropriate by the Litigation Trustee, with the advice of counsel, to ensure that the Litigation Trust is not subject to registration and/or reporting requirements of the Securities Act, the Exchange Act, the Trust Indenture Act or the Investment Company Act, except that no amendment to this Litigation Trust Agreement may be made which would not be permitted by Section 11.1 of this Litigation Trust Agreement.

6.5 Transfers of Beneficial Interests. The Litigation Trust Interests are non-transferable and shall not be assigned, pledged or hypothecated, in whole or in part, except upon the death of an individual interest holder, in which case such holder’s legal representative under applicable law. Any purported transfer, assignment, pledge or hypothecation of a Litigation Trust Interest or any part thereof not permitted by this Section shall constitute a violation of this Litigation Trust Agreement and shall be void *ab initio*.

6.6 Change of Address. A Litigation Trust Beneficiary may, after the Effective Date, select an alternative address by filing a notice with the Bankruptcy Court (with a copy served on the Litigation Trustee and Reorganized Debtors) identifying such alternative address. Absent such notice, the Litigation Trustee shall not recognize any such change of address. Such notification shall be effective only upon receipt by the Litigation Trustee and Reorganized Debtors.

6.7 No Beneficiary Standing. No Litigation Trust Beneficiary has any standing, authority or right to act for or bind the Litigation Trustee, or to direct the Litigation Trustee to do or not to do any act or to institute any action or proceeding at law or in equity against any Entity, and no Beneficiary has any standing, authority or right to participate in or have any control over the business of or the Litigation Trust, except for the express rights to consent, approve or object to certain actions and decisions as expressly set forth in this Litigation Trust Agreement.

ARTICLE VII. NET LITIGATION TRUST RECOVERY

7.1 No Effect on Mutuality. Notwithstanding anything contained in this Litigation Trust Agreement to the contrary, nothing herein shall affect the mutuality of obligations, if any, of any holder of any Claim under section 553 of the Bankruptcy Code, nor shall the transfer of the

Litigation Trust Causes of Action to the Litigation Trust diminish any defenses a defendant would have if such Litigation Trust Causes of Action had been retained by the Reorganized Debtors, all of which are fully preserved.

7.2 Section 502(h). Notwithstanding anything contained this Litigation Trust Agreement to the contrary, in the event that a compromise and settlement of a Litigation Trust Cause of Action or a Final Order with respect to a Litigation Trust Cause of Action provides for the allowance of a Claim pursuant to section 502(h) of the Bankruptcy Code against one or more of the Reorganized Debtors, the distributions to be made under the Plan on account of such Claim, unless otherwise agreed in writing by the Reorganized Debtors, shall be funded by the Litigation Trust in the amount(s), from time to time, that all similarly situated holders of Claims are entitled to receive thereunder.

7.3 Net Litigation Trust Recovery. Notwithstanding anything contained in this Litigation Trust Agreement to the contrary, in the event that a defendant in a litigation brought by the Litigation Trustee for and on behalf of the Litigation Trust (i) is required by a Final Order to make payment to the Litigation Trust (the “Judgment Amount”) and (ii) is permitted by a Final Order to assert a right of setoff under sections 553, 555, 556, 559, 560 and 561 of the Bankruptcy Code or applicable non-bankruptcy law against the Judgment Amount (a “Valid Setoff”), such defendant shall be obligated to pay only the excess, if any, of the Judgment Amount over the Valid Setoff and, unless otherwise agreed in writing by the Litigation Trustee, the applicable Reorganized Debtor shall pay an amount equal to the Valid Setoff to be applied as part of the Litigation Trust Distributable Proceeds, without further setoff or deduction.

7.4 [Litigation Trustee Consent; Resolution of Certain Claims. Notwithstanding anything in this Litigation Trust Agreement to the contrary, or otherwise, the Reorganized Debtors shall not settle, compromise, liquidate, or allow, or fail to object to, in whole or part, any Claim against any Reorganized Debtor held by an Entity (or its Affiliates) who is a defendant in a Litigation Trust Cause of Action, or as to whom notification has been provided by the Litigation Trust to the Reorganized Debtors that a potential claim is being evaluated or contemplated by the Litigation Trust against such Entity; provided that, the Reorganized Debtors may settle, compromise, liquidate, or allow, or not object to, in whole or part, any Claim brought by any Entity against any Reorganized Debtor, to the extent such action (a) is not reasonably likely to result in a material adverse affect to a Litigation Trust Cause of Action or a potential claim against such Entity that is being evaluated or contemplated by the Litigation Trust (and which notice of such potential action has been provided by the Litigation Trust to the Reorganized Debtors) or (b) has been consented to (via writing) by Litigation Trustee. Pursuant to Section 7.2(c) of the Plan, the Litigation Trustee shall have the right to prosecute or otherwise adjudicate or settle particular objections to Other Unsecured Claims in the event that the Reorganized Debtors and the Litigation Trustee disagree with respect to the treatment of any particular Other Unsecured Claim and the Litigation Trustee shall have standing to seek court intervention to resolve any dispute between the Reorganized Debtors and the Litigation Trustee with respect to allowance of Other Unsecured Claims.]

ARTICLE VIII. DISTRIBUTIONS

8.1 Distributions to Litigation Trust Beneficiaries.

(a) Subject to the rights of the Litigation Trustee set forth in Section 7.4 above, the Litigation Trustee shall distribute Litigation Trust Distributable Proceeds to the Litigation Trust Beneficiaries on account of their interests in the Litigation Trust, at least annually, all net proceeds from the monetization of assets, if any, except that the Litigation Trust may retain an amount of net proceeds reasonably necessary to maintain the value of the Litigation Trust Assets or to meet claims and contingent liabilities; provided, however, that pursuant to Section 6.10 of the Plan, if a distribution to be received by the holder of an Allowed Other Unsecured Claim would be less than one hundred dollars (\$100.00) in Cash, no such payment will be made to such holder.

8.2 Reserves.

(a) Notwithstanding anything in this Litigation Trust to the contrary, the Litigation Trustee may withhold from amounts transferrable to the Litigation Trust Beneficiaries, and supplement from time to time, a reserve (the “Litigation Trust Reserve”) in such amount as the Litigation Trustee, in its sole discretion, determines is or may be reasonably necessary (a) to meet contingent liabilities and to maintain the value of the Litigation Trust Assets during the term of the Litigation Trust; (b) to administer the Litigation Trust and pay reasonable administrative expenses including, without limitation, the compensation and the reimbursement of reasonable, actual and necessary costs, fees, and expenses (including attorneys’ fees and expenses, financial advisor fees and expenses of the Litigation Trustee in connection with the performance of their duties in connection with this Litigation Trust Agreement; (c) to wind-up the affairs of the Litigation Trust; and (d) to satisfy all other liabilities of the Litigation Trust incurred or assumed in respect of the Litigation Trust, or to which the Litigation Trust Assets are otherwise subject, other than Claims, in accordance with the Plan, the Confirmation Order and this Litigation Trust Agreement.

(b) The Litigation Trustee may also withhold from Litigation Trust Proceeds any and all amounts, determined in the Litigation Trustee’s reasonable sole discretion, to be required by any law, regulation, rule, ruling, directive or other governmental requirement.

8.3 Setoff and Recoupment. In connection with any Litigation Trust Cause of Action, the Litigation Trust, in its sole discretion, may, but shall not be required to, setoff against any Claim against the Reorganized Debtors, or recoup from, any such Claims or defenses of any nature whatsoever that any of the Reorganized Debtors, their Estates or the Litigation Trust may have against the holder of such Claim, but neither the failure to do so nor the allowance of any Claim under the Plan shall constitute a waiver or release by the Reorganized Debtors, their Estates or the Litigation Trust of any Claim, claim, defense, right of setoff, or recoupment that any of them may have against the holder of any Claim against the Reorganized Debtors. Any such setoffs or recoupments may be challenged by an affected party in interest in Bankruptcy Court.

8.4 Abandonment. If, in the Litigation Trustee’s reasonable judgment, any Litigation Trust Assets cannot be sold or distributed in a commercially reasonable manner or the Litigation Trustee believes in good faith that such property has inconsequential value to the Litigation Trust

or its Litigation Trust Beneficiaries or determines to be too impractical to distribute to Litigation Trust Beneficiaries, the Litigation Trustee shall have the right to cause the Litigation Trust to abandon or otherwise dispose of such property, including by donation of such property to a charity.

ARTICLE IX. TAXES

9.1 Liquidating Trust. The Litigation Trust shall be treated as a “liquidating trust” as described within the Trust Regulations and as a grantor trust pursuant to IRC Sections 671-677. As such, the Litigation Trust Beneficiaries will be treated as both the grantors and the deemed owners of the Litigation Trust. Any items of income, deduction, credit, and loss of the Litigation Trust shall be allocated for federal income tax purposes to the Litigation Trust Beneficiaries. Subject to definitive guidance from the IRS or a court of competent jurisdiction to the contrary (including the receipt by the Litigation Trustee of a private letter ruling if the Litigation Trustee so requests one, or the receipt of an adverse determination by the IRS upon audit if not contested by the Litigation Trustee), the Litigation Trustee may timely elect to (x) treat any portion of the Litigation Trust allocable to Disputed Claims as a “disputed ownership fund” governed by Treasury Regulation Section 1.468B-9 (and make any appropriate elections) and (y) to the extent permitted by applicable law, report consistently with the foregoing for state and local income tax purposes. If and to the extent an election to be taxed as a “disputed ownership fund” is made, for U.S. federal income tax purposes the “disputed ownership fund” will be taxable as a separate corporate entity subject to tax on amounts it earns on a current basis.

9.2 Tax Returns. In accordance with IRC Section 6012 and Treasury Regulation Section 1.671-4(a), the Litigation Trust shall file with the Internal Revenue Service (the “IRS”) annual tax returns on Form 1041. In addition, the Litigation Trust shall file in a timely manner such other tax returns, statements or disclosures (in accordance with applicable Treasury Regulations and Rev. Proc. 94-45, 1994-2 C. B. 684), including any state and local tax returns, as are required by applicable law and pay any taxes shown as due thereon out of the Litigation Trust Assets. Within a reasonable time following the end of the taxable year, the Litigation Trust shall send to each Litigation Trust Beneficiary a separate statement setting forth the Litigation Trust Beneficiary’s share of items of income, gain, loss, deduction or credit and will instruct each such Beneficiary to report such items on their federal income tax returns. The Litigation Trust may provide each Litigation Trust Beneficiary with a copy of the Form 1041 for the Litigation Trust (without attaching any other Litigation Trust Beneficiary’s Schedule K-1 or other applicable information form) along with such Litigation Trust Beneficiary’s Schedule K-1 or other applicable information form in order to satisfy the foregoing requirement. The Litigation Trust shall allocate the taxable income, gain, loss, deduction, or credit of the Litigation Trust with respect to each Litigation Trust Beneficiary. All parties (including the Debtors and the Estates, holders of Allowed Other Unsecured Claims and the Litigation Trustee) shall report for U.S. federal, state, and local income tax purposes consistently with the foregoing.

9.3 Tax Identification Numbers. The Litigation Trustee shall require any Litigation Trust Beneficiary to furnish to the Litigation Trustee its social security number or employer or taxpayer identification number as assigned by the IRS and the Litigation Trustee may condition any distribution to any Litigation Trust Beneficiary upon the receipt of such identification number. No distribution shall be made to or behalf of a Litigation Trust Beneficiary unless and until such

holder has provided the Litigation Trustee with any information applicable law requires the Litigation Trust to obtain in connection with making distributions, including completed IRS Form W-8 or W-9, as applicable. If a Litigation Trust Beneficiary does not timely provide the Litigation Trustee with its taxpayer identification number in the manner and by the deadline established by the Litigation Trustee, then the distribution to such Litigation Trust Beneficiary shall be administered as unclaimed property in accordance with Section 6.7 of the Plan.

9.4 Withholding of Taxes and Reporting Related to Litigation Trust Operations. The Litigation Trust shall comply with all withholding and reporting requirements imposed by any federal, state, local, or foreign taxing authority, and all distributions made by the Litigation Trust shall be subject to any such withholding and reporting requirements. To the extent that the operation of the Litigation Trust or the liquidation of the Litigation Trust Assets creates a tax liability, the Litigation Trust shall promptly pay such tax liability out of the Litigation Trust Assets and any such payment shall be considered a cost and expense of the operation of the Litigation Trust payable without Bankruptcy Court order. The Litigation Trust may reserve a sum, the amount of which shall be determined by the Litigation Trustee sufficient to pay the accrued or potential tax liability arising out of the operations of the Litigation Trust or the operation of the Litigation Trust Assets. The Litigation Trustee, on behalf of the Litigation Trust, may enter into agreements with taxing authorities or other governmental units for the payment of such amounts as may be withheld. Any federal, state, or local withholding taxes or other amounts required to be withheld under applicable law shall be deducted from distributions hereunder. The Litigation Trustee may withhold and pay to the appropriate taxing authority all amounts required to be withheld under the Tax Code or any provision of any foreign, state or local tax law with respect to any payment or distribution on account of Claims against the Reorganized Debtors. All such amounts withheld and paid to the appropriate taxing authority shall be treated as amounts distributed to the applicable holders of the Claims against the Reorganized Debtors. All Litigation Trust Beneficiaries shall be required to provide any information necessary to effect the withholding of such taxes. The Litigation Trustee may refuse to make a distribution to any holder of an Allowed Other Unsecured Claims against the Reorganized Debtors that fails to furnish such information within the time period specified by the Litigation Trustee and such distribution shall be deemed an unclaimed distribution under the Plan; provided, however, that, if the Litigation Trustee fails to withhold in respect of amounts received or distributable with respect to any such holder and the Litigation Trustee is later held liable for the amount of such withholding, such holder shall promptly reimburse the Litigation Trustee upon demand therefor for such liability. The Litigation Trustee shall be the “administrator” (as defined in the Trust Regulations) of the Litigation Trust and shall meet, without limitation, all requirements necessary to qualify and maintain qualification of the Litigation Trust as a “liquidating trust” within the meaning of the Trust Regulations, and take no action that could cause the Litigation Trust to fail to qualify as a “liquidating trust” within the meaning of the Trust Regulations.

9.5 Expedited Determination of Taxes. The Litigation Trustee may request an expedited determination of taxes or tax refund rights of the Litigation Trust under section 505(b) of the Bankruptcy Code for all returns or claims filed for the Litigation Trust for all taxable periods through the termination of the Litigation Trust.

ARTICLE X. DISSOLUTION OF LITIGATION TRUST

10.1 Dissolution of Litigation Trust.

(a) The Litigation Trust shall commence on the Effective Date and end no later than the fifth (5th) anniversary of the Effective Date (the “Initial Litigation Trust Term”); provided, however, that the Litigation Trustee may, subject to the further provisions of this Section, extend the term of the Litigation Trust for such additional period of time as is necessary to facilitate or complete the recovery and liquidation of the Litigation Trust Assets as follows: within the six (6) month period prior to the termination of the Initial Litigation Trust Term, the Litigation Trustee may file a notice of intent to extend the term of the Litigation Trust with the Bankruptcy Court and, upon approval of the Bankruptcy Court of such extension request following notice and a hearing, the term of the Litigation Trust shall be so extended. The Litigation Trust may file one or more such extension notices, each notice to be filed within the six (6) month period prior to the termination of the extended term of the Litigation Trust (all such extensions are referred to herein in the aggregate as the “Supplemental Litigation Trust Term”). Notwithstanding anything to the contrary in this Section, however, the Supplemental Litigation Trust Term may not, in the aggregate, exceed three (3) years without a favorable letter ruling from the IRS that any further extension would not adversely affect the status of the Litigation Trust as a “liquidating trust” (or a “liquidating trust” treated as a grantor trust pursuant to the Trust Regulations) under the Trust Regulations.

(b) The Litigation Trust may be terminated earlier than its scheduled termination if (i) the Litigation Trustee determines that the pursuit of additional Litigation Trust Causes of Action is not likely to yield sufficient additional proceeds to justify further pursuit of such claims, or (ii) the Litigation Trustee has administered all Litigation Trust Assets and materially performed all duties required by the Plan, the Confirmation Order, and this Litigation Trust Agreement.

10.2 Events Upon Termination. At the conclusion of the term of the Litigation Trust, the Litigation Trustee shall transfer the remaining Litigation Trust Assets and Litigation Trust Proceeds (subject to a reserve for expenses to be incurred in winding up the affairs of the Litigation Trust as set forth in Section 7.2), to all Litigation Trust Beneficiaries, in accordance with the Plan, the Confirmation Order, and this Litigation Trust Agreement.

10.3 Winding Up, Discharge, and Release of the Litigation Trustee. Upon a motion by the Litigation Trustee, the Bankruptcy Court may enter an order relieving the Litigation Trustee and the Litigation Trustee Representatives of any further duties, discharging, and releasing the Litigation Trustee and releasing its bond, if any. For the purposes of winding up the affairs of the Litigation Trust in an orderly manner at the conclusion of its term, the Litigation Trustee shall continue to act as Litigation Trustee until its duties under this Litigation Trust Agreement have been fully discharged or its role as Litigation Trustee is otherwise terminated under this Litigation Trust Agreement and the Plan. Upon such an occurrence, the Litigation Trustee shall proceed as promptly as possible (but in no event for a period longer than three (3) months, unless a longer period is approved by the Bankruptcy Court) to wind up the affairs of the Litigation Trust and make any required federal, state or local filings for the dissolution of the Litigation Trust. The Litigation

Trust Beneficiaries shall have no right to wind up the affairs of the Litigation Trust. Upon its dissolution, the Litigation Trust will file its final tax returns, and deliver its books and records to the Reorganized Debtors. Upon completion of such process, the Litigation Trustee shall file a final report with the Bankruptcy Court stating that the Litigation Trust has been dissolved, whereupon the Litigation Trustee shall be discharged from any further responsibility under the Agreement.

ARTICLE XI. MISCELLANEOUS PROVISIONS

11.1 Amendments. Unless otherwise expressly set forth in this Litigation Trust Agreement, the Litigation Trustee may, with the approval of a majority in number of the Voting Beneficiaries and with the reasonable consent of the Reorganized Debtors, modify, supplement, or amend this Litigation Trust Agreement in any way that is not inconsistent with the Plan or the Confirmation Order. In the event that a majority in number of the Voting Beneficiaries does not respond or is unable to reach agreement regarding a proposed modification, supplement, or amendment, the Litigation Trustee may seek Bankruptcy Court approval of any such modification, supplement, or amendment; provided, however, that the Litigation Trustee may amend this Litigation Trust Agreement without the consent or approval of a majority in number of the Voting Beneficiaries to: (i) preserve the legal status of the Litigation Trust as trust under applicable state or federal laws or regulations, if such amendment does materially adversely affect the interests of the Litigation Trust Beneficiaries, and (ii) to satisfy the requirements of the Trust Regulations and of any federal or state securities laws or regulations if such amendment does not materially adversely affect the interests of the Litigation Trust Beneficiaries.

11.2 Waiver. No failure by the Litigation Trust or the Litigation Trustee to exercise or delay in exercising any right, power, or privilege hereunder shall operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any further exercise thereof, or of any other right, power, or privilege.

11.3 Cumulative Rights and Remedies. The rights and remedies provided in this Litigation Trust Agreement are cumulative and are not exclusive of any rights under law or in equity.

11.4 No Bond Required. Notwithstanding any state law to the contrary, the Litigation Trustee (including any successor Litigation Trustee) shall be exempt from giving any bond or other security in any jurisdiction.

11.5 Irrevocability. This Litigation Trust Agreement and the Litigation Trust created hereunder shall be irrevocable, except as otherwise expressly provided in this Litigation Trust Agreement.

11.6 Relationship to the Plan. [The principal purpose of this Litigation Trust Agreement is to aid in the implementation of certain aspects of the Plan. Therefore, the Plan and the Confirmation Order are each hereby incorporated into this Litigation Trust Agreement and made a part hereof by this reference; provided, however, to the extent that there is conflict between the provisions of this Litigation Trust Agreement, the provisions of the Plan, and/or the Confirmation Order, the Plan shall govern.]

11.7 Division of Litigation Trust. Under no circumstances shall the Litigation Trustee have the right or power to divide the Litigation Trust unless authorized to do so by the Bankruptcy Court.

11.8 Applicable Law. Except to the extent that the Bankruptcy Code or Bankruptcy Rules apply, unless otherwise stated, and subject to the provisions of any contract, instrument, release, indenture or other agreement or document entered into in connection herewith, this Litigation Trust shall be governed by, and construed and enforced in accordance with, the laws of the state of New York without giving effect to the principles of conflict of laws thereof.

11.9 Retention of Jurisdiction. Without in any way limiting Article XI of the Plan, notwithstanding the Effective Date, and to the fullest extent permitted by law, the Bankruptcy Court shall retain exclusive jurisdiction over the Litigation Trust after the Effective Date, including, without limitation, jurisdiction to resolve any and all controversies, suits and issues that may arise in connection therewith, including, without limitation, this Litigation Trust Agreement, or any entity's obligations incurred in connection herewith, including without limitation, any action against the Litigation Trustee or any professional retained by the Litigation Trustee, in each case in its capacity as such, or any disputes with the Litigation Trust Beneficiaries. Each party to this Litigation Trust Agreement hereby irrevocably consents to the exclusive jurisdiction and venue of the Bankruptcy Court in any action to enforce, interpret or construe any provision of this Litigation Trust Agreement or of any other agreement or document delivered in connection with this Litigation Trust Agreement, and also hereby irrevocably waives any defense of improper venue, forum *non conveniens* or lack of personal jurisdiction to any such action brought in the Bankruptcy Court. Each party further irrevocably agrees that any action to enforce, interpret, or construe any provision of this Litigation Trust Agreement will be brought only in the Bankruptcy Court. Each party hereby irrevocably consents to the service by certified or registered mail, return receipt requested, of any process in any action to enforce, interpret or construe any provision of this Litigation Trust Agreement.

11.10 Severability. In the event that any provision of this Litigation Trust Agreement or the application thereof to any Entity or circumstance shall be determined by the Bankruptcy Court to be invalid or unenforceable to any extent, the remainder of this Litigation Trust Agreement, or the application of such provision to Entities or circumstance, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and such provision of this Litigation Trust Agreement shall be valid and enforced to the fullest extent permitted by law.

11.11 Limitation of Benefits. Except as otherwise specifically provided in this Litigation Trust Agreement, the Plan or the Confirmation Order, nothing herein is intended or shall be construed to confer upon or to give any Entity other than the parties hereto and the Litigation Trust Beneficiaries any rights or remedies under or by reason of this Litigation Trust Agreement.

11.12 Notices. Except as provided in Section 11.9 of this Litigation Trust Agreement, all notices, requests, demands, consents, and other communications hereunder shall be in writing and shall be deemed to have been duly given to an Entity, if delivered in person or by facsimile with an electromagnetic report of delivery or if sent by overnight mail, registered mail, certified mail, or regular mail, with postage prepaid, to the following addresses:

If to the Litigation Trustee:

[•]

with a copy to:

Hogan Lovells LLP
390 Madison Avenue
New York, New York 10017
Telephone: (212) 918-3000
Attn: David P. Simonds (david.simonds@hoganlovells.com)
Ronald J. Silverman (ronald.silverman@hoganlovells.com)
John D. Beck (john.beck@hoganlovells.com)

If to a Litigation Trust Beneficiary:

To the name and distribution address set forth in the
Claims Registry with respect to such Beneficiary or by
posting to the Litigation Trust Website, as applicable.

The parties may designate in writing from time to time other and additional places to which notices may be sent.

11.13 Further Assurances. Without limiting any other provisions of Litigation Trust Agreement, from and after the Effective Date, the parties hereto covenant and agree to execute and deliver all such documents and notices and to take all such further actions as may reasonably be required from time to time to carry out the intent and purposes of this Litigation Trust Agreement, and to consummate the transactions contemplated hereby.

11.14 Integration. This Litigation Trust Agreement, the Plan, and the Confirmation Order together constitute the entire agreement with, by and among the parties hereto, and there are no terms, conditions, representations, warranties, covenants, or obligations except as set forth herein, in the Plan and in the Confirmation Order. This Litigation Trust Agreement, together with the Plan and the Confirmation Order, supersede all prior and contemporaneous agreements, understandings, negotiations, and discussions, written or oral, of the parties hereto, relating to any transaction contemplated hereunder. Except as otherwise provided in this Litigation Trust Agreement, the Plan or Confirmation Order, nothing herein is intended or shall be construed to confer upon or give any Entity other than the parties hereto and the Litigation Trust Beneficiaries any rights or remedies under or by reason of this Litigation Trust Agreement.

11.15 Interpretation. The recitals to this Litigation Trust Agreement are hereby incorporated in and made a part of this Litigation Trust Agreement by this reference. The enumeration and Section headings contained in this Litigation Trust Agreement are solely for convenience of reference and shall not affect the meaning or interpretation of this Litigation Trust Agreement or of any term or provision hereof. Unless context otherwise requires, whenever used in this Litigation Trust Agreement the singular shall include the plural and the plural shall include the singular, and words importing the masculine gender shall include the feminine and the neuter,

if appropriate, and vice versa, and words importing persons shall include partnerships, associations, and corporations. The words herein, hereby, and hereunder and words with similar import, refer to this Litigation Trust Agreement as a whole and not to any particular section or subsection hereof unless the context requires otherwise. Any reference to the “Litigation Trustee” shall be deemed to include a reference to the “Litigation Trust” and any reference to the “Litigation Trust” shall be deemed to include a reference to the “Litigation Trustee” except for the references to “Exculpated Parties” and “Indemnified Parties” in Sections 4.1 and 4.2, respectively, and such other provisions in which the context otherwise requires. For purposes of this Litigation Trust Agreement: (i) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; (ii) capitalized terms used but not defined herein or in the Plan shall have the meanings assigned to them in the Bankruptcy Code; and (iii) Rule 9006 of the Federal Rules of Bankruptcy Procedure shall govern the computation of time for any actions or proceedings in connection with the Litigation Trust.

11.16 Fiscal Year. The fiscal year of the Litigation Trust will begin on the first day of the month following the Effective Date and end on the last day of the month on which the Effective Date occurred of each calendar year.

11.17 Intention of Parties to Establish Liquidating Trust. This Litigation Trust Agreement is intended to create a “liquidating trust” under the Trust Regulations and, to the extent provided by law, shall be governed and construed in all respects as such a trust and any ambiguity herein shall be construed consistent herewith and, if necessary, this Litigation Trust Agreement may be amended to comply with such federal income tax laws, which amendments may apply retroactively.

11.18 Confidentiality. The Litigation Trustee and each successor Litigation Trustee (each a “Covered Person”) shall, during the period that they serve in such capacity under this Litigation Trust Agreement and following either the termination of this Litigation Trust Agreement or such individual’s removal, incapacity, or resignation hereunder, hold strictly confidential and not use for personal gain any material, non-public information of or pertaining to any Entity to which any of the Litigation Trust Assets relate or of which it has become aware in its capacity (the “Information”), except to the extent disclosure is required by applicable law, order, regulation or legal process. In the event that any Covered Person is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigation, demand or similar legal process) to disclose any Information, such Covered Person shall notify the Reorganized Debtors reasonably promptly (unless prohibited by law) so that the Reorganized Debtors may try to seek an appropriate protective order or other appropriate remedy or, in its discretion, waive compliance with the terms of this Section (and if the Reorganized Debtors seeks such an order, the relevant Covered Person will provide cooperation as the Reorganized Debtors shall reasonably request). In the event that no such protective order or other remedy is obtained, or that the Reorganized Debtors waive compliance with the terms of this Section and any Covered Person is nonetheless legally compelled to disclose the Information, the Covered Person will furnish only that portion of the Information, which the Covered Person, advised by counsel, is legally required and will give the Reorganized Debtors written notice (unless prohibited by law) of the Information to be disclosed and exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Information.

11.19 Counterparts. This Litigation Trust Agreement may be signed by the parties hereto in counterparts, which, when taken together, shall constitute one and the same document. Delivery of an executed counterpart of this Litigation Trust Agreement by facsimile or email in pdf format shall be equally effective as delivery of a manually executed counterpart.

[Remainder of Page Left Blank]

IN WITNESS WHEREOF, the parties hereto have either executed and acknowledged this Litigation Trust Agreement, or caused it to be executed and acknowledged on their behalf by their duly authorized officers or representatives, all as of the date first above written.

REORGANIZED DEBTORS:

SpeedCast International Limited

By: _____
Its: _____

CapRock Communications (Australia) Pty Ltd

By: _____
Its: _____

CapRock Communications Pte. Ltd.

By: _____
Its: _____

CapRock Comunicações do Brasil Ltda.

By: _____
Its: _____

CapRock Participações do Brasil Ltda.

By: _____
Its: _____

CapRock UK Limited

By: _____
Its: _____

CCI Services Corp.

By: _____
Its: _____

Evolution Communications Group Limited

By: _____
Its: _____

Globecomm Europe B.V.

By: _____
Its: _____

Globecomm Network Services Corporation

By: _____
Its: _____

Hermes Datacommunications International Limited

By: _____
Its: _____

Maritime Communication Services, Inc.

By: _____
Its: _____

NewCom International, Inc.

By: _____
Its: _____

Oceanic Broadband Solutions Pty Ltd

By: _____
Its: _____

Satellite Communications Australia Pty Ltd

By: _____
Its: _____

SpaceLink Systems II, LLC

By: _____
Its: _____

SpaceLink Systems, LLC

By: _____
Its: _____

SpeedCast Americas, Inc.

By: _____
Its: _____

SpeedCast Australia Pty Limited

By: _____
Its: _____

Speedcast Canada Limited

By: _____
Its: _____

SpeedCast Communications, Inc.

By: _____
Its: _____

Speedcast Cyprus Ltd.

By: _____
Its: _____

SpeedCast France SAS

By: _____
Its: _____

SpeedCast Group Holdings Pty Ltd

By: _____
Its: _____

SpeedCast Limited

By: _____
Its: _____

SpeedCast Managed Services Pty Limited

By: _____
Its: _____

SpeedCast Netherlands B.V.

By: _____
Its: _____

SpeedCast Norway AS

By: _____
Its: _____

SpeedCast Singapore Pte. Ltd.

By: _____
Its: _____

SpeedCast UK Holdings Limited

By: _____
Its: _____

Telaurus Communications LLC

By: _____
Its: _____

LITIGATION TRUSTEE:

Name:

Schedule 1

Litigation Trust Causes of Action

[To Be Added]

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Exhibit C

Schedule of Retained Causes of Action

Schedule of Retained Causes of Action

In accordance with and as provided by section 1123(b) of the Bankruptcy Code¹ and section 10.11 of the *Second Amended Joint Chapter 11 Plan of Speedcast International Limited and its Affiliated Debtors* [Docket No. 992, **Exhibit A**] (as may be amended, modified, or supplemented, the “**Plan**”), the Reorganized Debtors shall have, retain, reserve and be entitled to assert all rights to commence, pursue, prosecute, and/or settle, as appropriate, any and all Causes of Action² (including all Avoidance Actions), whether arising before or after the Petition Date, including, but not limited to, any actions specifically enumerated herein, and such rights to commence, pursue, prosecute, and/or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date.

Specifically, as provided by section 10.11 of the Plan, the Reorganized Debtors shall have, retain, reserve, and be entitled to assert all Causes of Action, including all claims, rights of setoff or recoupment, and other legal or equitable defenses as fully as if the Chapter 11 Cases had not been commenced, and all of the Debtors’ legal and equitable rights in respect of any claims

¹ Unless otherwise defined, capitalized terms used herein have the meanings ascribed to them in the Plan (as defined below).

² Under Section 1.1 of the Plan, “**Cause of Action**” means any action, claim, cross-claim, third-party claim, cause of action, controversy, dispute, demand, right, lien, indemnity, contribution, guaranty, suit, obligation, liability, loss, debt, fee or expense, damage, interest, judgment, cost, account, defense, remedy, recovery, offset, power, privilege, proceeding, license, and franchise of any kind or character whatsoever, known, unknown, foreseen or unforeseen, existing or hereafter arising, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, direct or indirect, choate or inchoate, secured or unsecured, assertable directly or derivatively (including any alter ego theories), whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity, or pursuant to any other theory of law. For the avoidance of doubt, Cause of Action also includes: (i) any right of setoff, counterclaim, or recoupment and any claim for breach of contract or for breach of duties imposed by law or in equity; (ii) the right to object to Claims or Interests; (iii) any claim pursuant to section 362 or chapter 5 of the Bankruptcy Code; (iv) any claim or defense including fraud, mistake, duress, and usury and any other defenses set forth in section 558 of the Bankruptcy Code; and (v) any claims under any state or foreign law, including any fraudulent transfer or similar claims.

which are Unimpaired may be asserted after the Effective Date to the same extent as if the Chapter 11 Cases had not been commenced.

Despite the Debtors' reasonable efforts to identify all known Causes of Action in the Plan, herein, the Disclosure Statement, or in the Schedules and Statements, the Debtors may not have listed all of their Causes of Action or potential Causes of Action, including, but not limited to, Avoidance Actions and actions under other relevant non-bankruptcy laws to recover assets. No Entity may rely on the absence of a specific reference in the Plan, herein, the Disclosure Statement, or the Schedules and Statements to any Cause of Action against it as any indication that the Reorganized Debtors will not pursue any and all available Causes of Action against it. Nothing herein shall be deemed a waiver of any such claims, causes of action, or Avoidance Actions or in any way prejudice or impair the assertion of such claims.

Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled under the Plan or pursuant to a Bankruptcy Court order, the Reorganized Debtors expressly reserve all Causes of Action for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of confirmation or consummation of the Plan.

In accordance with section 1123(b)(3) of the Bankruptcy Code, except as otherwise provided in the Plan or herein, any Causes of Action that a Debtor may hold against any Entity shall vest in the applicable Reorganized Debtor. The applicable Reorganized Debtor, through its authorized agents or representatives, shall retain and may exclusively enforce any and all such Causes of Action. The Reorganized Debtors shall have the exclusive right, authority, and

discretion to determine, initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action, and to decline to do any of the foregoing without the consent or approval of any third party or further notice to, or action, order, or approval of, the Bankruptcy Court.

Notwithstanding the above, pursuant to the Plan and the Litigation Trust Agreement dated as of the Effective Date, a Litigation Trust for the benefit of holders of Other Unsecured Claims will be formed on the Effective Date. Pursuant to the Plan and the Litigation Trust Agreement, the Litigation Trustee will have the power and authority to prosecute and resolve those Causes of Action defined as “Litigation Trust Causes of Action” under Section 1.1 of the Plan,³ including any Causes of Action against the parties identified on the Non-Released Parties Exhibit, and contributed to the Litigation Trust pursuant to section 5.20 of the Plan.

Notwithstanding and without limiting the generality of section 10.11 of the Plan, the Reorganized Debtors expressly reserve all claims and Causes of Action, including, but not limited to, those categories and specific Causes of Action listed below.

³ Under Section 1.1 of the Plan, “**Litigation Trust Causes of Action**” means (i) all Causes of Actions by or on behalf of any Debtor or Debtor’s Estate against (A) Non-Released Parties (and, if a Non-Released Party is a former director or officer of the Debtors, solely to the extent of available proceeds under the applicable D&O Policy), and (B) other persons to be mutually determined by the Debtors, the Plan Sponsor, and the Creditors’ Committee, including Causes of Action, if any, arising under the Bankruptcy Code, state or other applicable or similar fraudulent transfer statutes, or claims arising under state or other applicable law based upon negligence, breach of fiduciary duty, lender liability, and/or other similar Causes of Action; (ii) all Causes of Action of any Debtor, the Debtors’ Estates, and the Reorganized Debtors arising under any D&O Policy solely to the extent such Causes of Action are based on the Bankruptcy Code, state or other applicable or similar fraudulent transfer statutes, or claims arising under state or other applicable law based upon negligence, breach of fiduciary duty and/or other similar Causes of Action and to the extent assignable to the Litigation Trust pursuant to the terms of the applicable D&O Policy; provided, that Litigation Trust Causes of Action shall not include: (x) any Causes of Action against any Released Party that is released pursuant to the Plan, and (y) Causes of Action against holders of Allowed Unsecured Trade Claims and any counterparty to an executory contract or unexpired lease under section 365(b)(1)(A) of the Bankruptcy Code that has been assumed by the Reorganized Debtors to the extent such counterparty is not otherwise a Non-Released Party.

I. Claims Related to Insurance Policies

Unless otherwise released by the Plan, the Reorganized Debtors expressly reserve and retain all Causes of Action based in whole or in part upon any and all insurance contracts and insurance policies (including any and all D&O Policies) to which any Debtor or Reorganized Debtor is or was a party, or pursuant to which any Debtor or Reorganized Debtor has any rights whatsoever, regardless of whether such contract or policy is specifically identified in the Plan, this Plan Supplement, or any amendments thereto, including, without limitation, Causes of Action against insurance carriers, reinsurance carriers, insurance brokers, underwriters, occurrence carriers, or surety bond issuers relating to coverage, indemnity, contribution, reimbursement, or any other matters. For the avoidance of doubt, the Reorganized Debtors expressly reserve and retain all Causes of Action arising in connection with any previously asserted, pending, or future claims under the insurance contracts and insurance policies. Without limiting the generality of the foregoing, the Reorganized Debtors expressly reserve all Causes of Action against the Entities identified herein.

Insurance Policies under which Causes of Action Could Arise		
Insurer	Address	Description / Coverage
AIG	American International Group, Inc. 175 Water St New York, NY 10038	Workers Compensation (SC Comm-USA, Various US States) Policy #: 80390397, 80371954, 80371953, 80371952, 80390997, 80388598, 80396007, 80396878, 80381088, 80371945, 80371943, 80371941, 80378111, 80371933, 80376466 Policy Term: July 1, 2019 - July 1, 2020
AIG Insurance Hong Kong Limited	AIG Insurance Hong Kong Limited 46/F, One Island East 18 Westlands Rd Quarry Bay, Hong Kong	Excess Technology Liability Policy #: MPL001076/000001 Policy Term: October 1, 2019 - September 30, 2020
Allianz	Allianz 30 Ozerkovskaya Embankment Moscow, ME 115184 Russia	Workers Compensation (Speedcast Managed Services Pty Ltd. (SCP), Australia) Policy #: 15252746 (ER #) Policy Term: July 1, 2019 - June 30, 2020
Allianz	Allianz 30 Ozerkovskaya Embankment Moscow, ME 115184 Russia	Workers Compensation (Speedcast Limited (SCL), Hong Kong) Policy #: HKC0004023191WC Policy Term: October 1, 2019 - September 30, 2020
Allianz Australia Ltd	Allianz Australia Insurance Limited GPO Box 5429 Sydney 02001 Australia	Second Excess Directors and Officers Liability Policy #: 99 0004430 PLP Policy Term: July 1, 2014 - July 1, 2021
Avero	Avero Gatwickstraat Amsterdam, NY 1043 GK Netherlands	Workers Compensation (Speedcast Europe B.V., Netherlands) Policy #: 155398082 Policy Term: December 12, 2019 - December 12 2020

Insurance Policies under which Causes of Action Could Arise		
Chubb Global Guard Multinational Liability Insurance	Chubb Global Guard Chubb Limited 202A Halls Mill Road - 2E Whitehouse Station, NJ 08889	Primary Commercial General Liability Policy #: TEC0581233/19 Policy Term: October 1, 2019 - September 30, 2020
Chubb Insurance Company of Australia Limited	Chubb Insurance Company of Australia Limited Grosvenor Place Level 38 225 George Street Sydney NSW 2000 Australia	Public Offering Liability Policy #: 93314576 Policy Term: July 1, 2014 - July 1, 2021
Chubb Insurance Hong Kong Limited	Chubb Insurance Hong Kong Limited 39/F, One Taikoo Place, 979 King's Road Quarry Bay Hong Kong	Technology Liability Policy #: TEC1200032/19 Policy Term: October 1, 2019 - September 30, 2020
Chubb Insurance Hong Kong Limited	Chubb Insurance Hong Kong Limited 39/F, One Taikoo Place, 979 King's Road Quarry Bay Hong Kong	Directors' & Officers' Liability Policy #: 92557756/19 Policy Term: October 1, 2019 - September 30, 2020
GIO	GIO Registered Office Level 28 266 George St Brisbane, QLD 04000 Australia	Workers Compensation (CapRock Communications (Australia) Pty Ltd., Australia) Policy #: WCW004439353 Policy Term: September 30, 2019 - September 30, 2020
Holland Securus	Holland Mocambique Companhia De Seguros SARL Autorizacao No 89/01 Edificio Hollard Av Sociedade Geografia No 269 - 1st Andar Maputo Mocambique	Workers Compensation (Speedcast Mozambique Lda, Mozambique) Policy #: MAP/WCAMMP/0000 69920 Policy Term: December 23, 2019 - November 1, 2020
Liberty Specialty Markets Hong Kong Limited	Liberty International Underwriters Inc. 55 Water Street 23rd Floor New York, NY 10041	Second Excess Directors' & Officers' Liability Policy #: DO-HK-19-582980D Policy Term: October 1, 2019 - September 30, 2020
Mercer Nederland B.V.	Mercer Nederland B.V. Startbaan 6 Amstelveen, 1185 XR Netherlands	Workers Compensation (Globecomm Europe B.V., Netherlands) Policy #: 202077403, 202077404 Policy Term: January 8, 2017 - January 1, 2021
MSIG Insurance	MSIG Insurance 4 Shenton Way #21 01 SGX Centre 2 68807 Singapore	Workers Compensation (CapRock Communications Pte. Ltd., Speedcast Singapore Pte Ltd, Singapore) Policy #: B 28963822 WIC Policy Term: October 1, 2019 - September 30, 2020

Insurance Policies under which Causes of Action Could Arise		
Nomad Life	Nomad Life Nomad Life insurance company JSC Aigerim Bayeva 15, Republic square Almaty, Almaty Kazakhstan	Workers Compensation (Hermes Datacomms LLP, Kazakhstan) Policy #: 41101019002/210819/1 -8 Policy Term: November 11, 2019 - November 10, 2020
Prudential	Prudential Prudential Insurance Co. Ltd Triveni Complex ,2nd Floor Putali Sadak, POBox 15123 Kathmandu, Nepal	Workers Compensation (Caprock Comunicacoes Angola Lda, Angola) Policy #: AT2016000752 Policy Term: February 26, 2020 - February 25, 2021
Starr International Insurance (Asia) Limited	Starr International Insurance (Asia) Limited 399 Park Avenue, 2nd Floor New York, NY 10022	First Excess Directors' & Officers' Liability Policy #: FDO00020219 Policy Term: October 1, 2019 - September 30, 2020
Workcover Queensland	Workcover Queensland GPO Box 2772 Brisbane, QLD 04001 Australia	Workers Compensation (Speedcast Australia Pty Ltd (SCA), Australia) Policy #: WCA160492503 Policy Term: July 1, 2019 - September 30, 2020
XL Insurance Company SE	XL Insurance Co Ltd, XL Holdings, XL Financial Services (Ireland) Ltd XL House 70 Gracechurch St London, EC3V 0XL United Kingdom	Excess Commercial General Liability Policy #: HK00015472LI19A Policy Term: October 1, 2019 - September 30, 2020
XL Insurance Company SE	XL Insurance Co Ltd, XL Holdings, XL Financial Services (Ireland) Ltd XL House 70 Gracechurch St London, EC3V 0XL United Kingdom	Special Contingency Insurance Policy #: B0901LP1933179000 Policy Term: October 29, 2019 - October 29, 2020
Zurich Insurance Australia	Zurich Insurance Australia 5 Blue St North Sydney NSW 2060 Australia	First Excess Prospectus Liability Policy #: N/A Policy Term: July 1, 2014 - July 1, 2021
Zurich Insurance Company LTD	Zurich Insurance Company Ltd Singapore Land Tower 50 Raffles Place, #29-01 Singapore 048623 Singapore	Global Material Damage & Business Interruption Insurance Programme Policy Policy #: ZFA0001271GC Policy Term: October 1, 2019 - September 30, 2020
Zurich Insurance Company LTD	Zurich Insurance Company Ltd Singapore Land Tower	Marine Cargo Insurance Policy #: CGA0000305GC (BRK) Policy Term: October 1, 2019 - September 30, 2020

Insurance Policies under which Causes of Action Could Arise		
	50 Raffles Place, #29-01 Singapore 048623 Singapore	
Zurich Insurance Company LTD, Hong Kong Branch	Zurich Insurance Company LTD, Hong Kong Branch 25-26/F, One Island East 18 Westlands Road Quarry Bay Hong Kong	Group Travel Insurance Policy #: TTT0000178GC (BRK) Policy Term: October 1, 2019 - September 30, 2020

II. Claims Related to Tax Obligations and Refunds

Unless otherwise released by the Plan, the Reorganized Debtors expressly reserve all Causes of Action against or related to all Entities that owe or that may in the future owe money related to tax refunds, credits, overpayments, recoupments or offsets that may be due and owing to the Debtors or the Reorganized Debtors, regardless of whether such Entity is specifically identified herein. Furthermore, the Debtors expressly reserve all Causes of Actions against or related to all Entities that assert or may assert that the Debtors owe taxes to them, regardless of whether such Entity is specifically identified herein, including but not limited to those Causes of Action specifically identified herein:

Debtor	Taxing Authority	Case Description	Court or Venue
CapRock Communications (Australia) Pty Ltd	Australia	Pay-roll tax investigation 2019	State Revenue Office Victoria
CapRock Comunicações do Brasil Ltda.	Brazil	ICMS tax liability dispute 2014 - 2017	Administrative 2nd Level Rio de Janeiro State Court
CapRock Comunicações do Brasil Ltda.	Brazil	FUST tax liability dispute Jan 2013 - Dec 2014	Administrative 1st Level Rio de Janeiro State Court
CapRock Comunicações do Brasil Ltda.	Brazil	FUNTEL tax liability dispute Jan - Dec 2012	Administrative 1st Level Rio de Janeiro State Court
CapRock Comunicações do Brasil Ltda.	Brazil	FUNTEL tax liability dispute Jan - Dec 2013	Administrative 1st Level Rio de Janeiro State Court
CapRock Comunicações do Brasil Ltda.	Brazil	FUNTEL tax liability dispute Jan - Dec 2014	Administrative 1st Level Rio de Janeiro State Court
CapRock Comunicações do Brasil Ltda.	Brazil	IRPJ/CSLL tax liability dispute Mar 2012	Administrative 2nd Level Rio de Janeiro State Court
CapRock Comunicações do Brasil Ltda.	Brazil	IRPJ/CSLL tax liability dispute Mar 2012	Administrative 2nd Level Rio de Janeiro State Court
CapRock Comunicações do Brasil Ltda.	Brazil	IRPJ/CSLL tax liability dispute Dec 2014	Administrative 1st Level Rio de Janeiro State Court
CapRock Comunicações do Brasil Ltda.	Brazil	IRPJ/CSLL tax liability dispute Jan 2016	Administrative 1st Level Rio de Janeiro State Court
CapRock Comunicações do Brasil Ltda.	Brazil	IRPJ/CSLL tax liability dispute Jan 2016	Administrative 1st Level Rio de Janeiro State Court
CapRock Comunicações do Brasil Ltda.	Brazil	FUNTEL tax liability dispute Jan - Dec 2011	Administrative 1st Level Rio de Janeiro State Court
CapRock Comunicações do Brasil Ltda.	Brazil	FUST tax liability dispute Jan-Dec 2010	Administrative 1st Level Rio de Janeiro State Court
CapRock Comunicações do Brasil Ltda.	Brazil	FUST tax liability dispute Jan - Dec 2011	Administrative 1st Level Rio de Janeiro State Court

Debtor	Taxing Authority	Case Description	Court or Venue
CapRock Comunicações do Brasil Ltda.	Brazil	FUST tax liability dispute Jan - Dec 2012	Judicial 2nd Level Rio de Janeiro State Court
CapRock Comunicações do Brasil Ltda.	Brazil	ICMS tax liability dispute 2011 - 2013	Judicial 1st Level Rio de Janeiro State Court
CapRock Comunicações do Brasil Ltda.	Brazil	FUST tax liability dispute Jan - Dec 2012	Judicial 1st Level Rio de Janeiro State Court
CapRock Comunicações do Brasil Ltda.	Brazil	ICMS tax liability dispute 2005 - 2010	Judicial 1st Level Rio de Janeiro State Court
CapRock Comunicações do Brasil Ltda.	Brazil	ICMS tax liability dispute 2013 - 2014	Judicial 1st Level Rio de Janeiro State Court
CapRock Comunicações do Brasil Ltda.	Brazil	ICMS tax liability dispute 2005 - 2010	Judicial 3rd Level Rio de Janeiro State Court
CapRock Comunicações do Brasil Ltda.	Brazil	ICMS tax liability dispute 2013 - 2014	Judicial 1st Level Rio de Janeiro State Court
CapRock Comunicações do Brasil Ltda.	Brazil	ICMS tax liability dispute 2011 - 2013	Judicial 1st Level Rio de Janeiro State Court
CapRock Comunicações do Brasil Ltda.	Brazil	FUST tax liability dispute Jan - Dec 2012	Judicial 1st Level Rio de Janeiro State Court
CCI Services Corp.	Equatorial Guinea	Equatorial Guinea Branch 2013-2017 Income Tax Audit	N/A
Maritime Communication Services, Inc.	Louisville, Kentucky	Payroll withholding notices for failure to file monthly payroll returns (2019)	Louisville Metro Revenue Commission, Jefferson, Kentucky
Oceanic Broadband Solutions Pty Ltd.	Australia	Pay-roll tax investigation 2019	State Revenue Office Victoria
Satellite Communications Australia Pty Ltd	Australia	Pay-roll tax investigation 2019	State Revenue Office Victoria
SpeedCast Americas, Inc.	Memphis, Tennessee	Payroll withholding notices for failure to file monthly payroll returns issued by IRS Memphis, Tennessee (2019)	Internal Revenue Service, Memphis, Tennessee
SpeedCast Americas, Inc.	Commonwealth of Virginia	Payroll withholding notices for failure to file monthly payroll returns	Commonwealth of Virginia Tax Department
SpeedCast Americas, Inc.	United States	Federal Tax IDR 2017	Internal Revenue Service
SpeedCast Australia Pty Limited	Australia	Pay-roll tax investigation 2019	State Revenue Office Victoria
SpeedCast Communications, Inc.	United States	Property Tax Notice 2017	Harris County, Texas Appraisal District
SpeedCast Communications, Inc.	Indiana	Payroll withholding notices for failure to	Indiana Department of Revenue

Debtor	Taxing Authority	Case Description	Court or Venue
		file monthly payroll returns (2019)	
Speedcast Limited	Hong Kong	Corporate Income Tax enquiry 2013/2014	Hong Kong Internal Revenue Department
SpeedCast Managed Services Pty Limited	Australia	Pay-roll tax investigation 2019	State Revenue Office Victoria

III. Claims, Defenses, Cross-claims, and Counterclaims Related to Litigation and Possible Litigation

Unless otherwise released by the Plan, the Reorganized Debtors expressly reserve all Causes of Action against or related to all Entities that are party to or that may in the future become party to litigation, arbitration, or any other type of adversarial proceeding or dispute resolution proceeding, whether formal or informal or judicial or non-judicial, including an adversary proceeding before the Bankruptcy Court, between the Debtors and such Entity, regardless of whether such Entity is specifically identified in the Plan, this Plan Supplement, or any amendments thereto. Without limiting the generality of the foregoing, the Reorganized Debtors expressly reserve all Causes of Action against the Entities identified herein. Notwithstanding and without limiting the generality of section 10.11 of the Plan, the Reorganized Debtors also expressly reserve the specified Causes of Action provided below.

Claims, Defenses, Cross-Claims, and Counterclaims in Current Litigation			
Debtor	Party(ies)	Case Number or Name (As Applicable)	Court Name
CapRock UK Limited	ANINF (Gabon)	N/A	N/A
NewCom International, Inc.	N/A	Administrative Investigation Number 2521, 2019 Against Speedcast Sucursal Colombia	Ministry of Information and Communications Technology (Colombia)
SpeedCast Communications, Inc.	N/A	Charge N: 510-2019-00716, Filed October 30, 2018	Equal Employment Opportunity Commission
SpeedCast Communications, Inc.	N/A	Charge N: 460-2019-04785 (June 7, 2019)	Equal Employment Opportunity Commission

Claims, Defenses, Cross-Claims, and Counterclaims Related to Possible Litigation		
Debtor	Party(ies)	Nature of the Potential Action
Maritime Communication Services, Inc	Novelsat	Equipment damage
Speedcast Netherlands BV	Cobham plc	Remediation of equipment failure in process
Speedcast Managed Services Pty Limited	Jeylabs Pty Limited	Failure to provide contracted services
Speedcast Managed Services Pty Limited	Dimension Data Pty Limited	Failure to provide contracted services in accordance with contract timeframes
Speedcast Americas Inc	HPS Investment Partners, LLC	Closing adjustments related to acquisition of Globecomm business.
SpeedCast International Limited	Harris Corporation	Indemnities arising from the Sale Agreement between SpeedCast International Limited and Harris Corporation dated as of November 1, 2016

IV. Claims Related to Contracts and Leases

Unless otherwise specifically released by the Plan, the Reorganized Debtors expressly reserve all Causes of Action based in whole or in part upon any and all contracts and leases to which any of the Debtors or Reorganized Debtors is a party or pursuant to which any of the Debtors or Reorganized Debtors has any rights whatsoever, including, without limitation, all contracts and leases that are assumed or rejected pursuant to the Plan or an order of the Bankruptcy Court. The claims and Causes of Action reserved include, without limitation, Causes of Action against vendors, suppliers of goods and services, customers, or any other parties: (a) for overpayments, back charges, duplicate payments, improper holdbacks, deductions owing or improper deductions taken, deposits, warranties, guarantees, indemnities, recoupment, or setoff; (b) for wrongful or improper termination, suspension of services or supply of goods, or failure to meet other contractual or regulatory obligations; (c) for failure to fully perform or to condition performance on additional requirements under contracts with any one or more of the Debtors before the assumption or rejection, if applicable, of such contracts; (d) for payments, deposits, holdbacks, reserves or other amounts owed by any creditor, utility, supplier, vendor, insurer, surety, factor, lender, bondholder, lessor or other party; (e) for any liens, including mechanics', maritime, artisans', materialmens', possessory or statutory liens held by any one or more of the Debtors (including those Causes of action identified in paragraph VII below); (f) for counterclaims and defenses related to any contractual obligations, including, but not limited to, any right to indemnification, contribution, setoff/offset, or recoupment; (g) for any turnover actions arising under section 542 or 543 of the Bankruptcy Code; and (h) for unfair competition, interference with contract or potential business advantage, breach of contract, infringement of intellectual property or any business tort claims.

V. Claims Related to Accounts Receivable and Accounts Payable

Unless otherwise released by the Plan, the Reorganized Debtors expressly reserve all Causes of Action against or related to all Entities that owe or that may in the future owe money to the Debtors or the Reorganized Debtors, regardless of whether such Entity is expressly identified in the Plan, herein, other Plan Supplement schedules, or any amendments thereto. Furthermore, the Reorganized Debtors expressly reserve all Causes of Action against or related to all Entities that assert or may assert that the Debtors or the Reorganized Debtors, as applicable, owe money to them.

VI. Claims Related to Deposits/Prepayments, Adequate Assurance Postings, and Other Collateral Postings

Unless otherwise released by the Plan, the Reorganized Debtors expressly reserve all Causes of Action based in whole or in part upon any and all postings by Debtors of a security deposit, adequate assurance payment, or any other type of deposit, prepayment, or collateral, regardless of whether such posting of security deposit, adequate assurance payment, or any other type of deposit, prepayment or collateral is specifically identified herein or in the Plan, any proof of Claim, and/or in any Bankruptcy Court filing.

VII. Claims Related to Liens

Unless otherwise released by the Plan, the Reorganized Debtors expressly reserve all Causes of Action based in whole or in part upon any and all liens, including mechanics', maritime, artisans', materialmens', possessory or statutory liens held by any one or more of the Debtors, regardless of whether such lien is specifically identified herein. The Reorganized Debtors expressly reserve all Causes of Action including against advisors, agents, attorneys, representatives, professionals, consultants, financial advisors, other professional advisors and/or third parties related to the prepetition conduct or advice concerning any liens, including, without limitation, the scope, priority, validity, and documentation of such liens and the original preparation and recordation of any deeds of trust related to such liens.

VIII. Avoidance Actions

Unless otherwise released by the Plan, the Reorganized Debtors expressly reserve all avoidance, recovery, subordination, or other claims, actions, or remedies that may be brought by or on behalf of the Debtors or their Estates or other authorized parties in interest under chapter 5 of the Bankruptcy Code or related applicable non-bankruptcy law, including actions or remedies under sections 502, 510, 544, 547, 548, 549, 550, or 551 of the Bankruptcy Code.

IX. Claims against nbn

Unless otherwise released by the Plan or the Transition Agreement between Speedcast Managed Services Pty Ltd and nbn co limited ("**nbn**"), dated September 16, 2020 [Docket No. 739-1] (the "**Transition Agreement**"), the Reorganized Debtors expressly reserve all Causes of Action against nbn and any related entity of nbn (each an "**nbn Group Member**"), as set forth in the Transition Agreement, that may be brought by or on behalf of the Debtors or their Estates, including but not limited to (i) recovery, reimbursement, recoupment, contribution or setoff in relation to any Agreement Claim payments pursuant to section 18.8 of the Transition Agreement, and (ii) reimbursement of benefits paid to any nbn Group Member pursuant to section 18.9 of the Transition Agreement.

X. Claims against Inmarsat

Unless otherwise released by the Plan or the Asset Sale Agreement with Inmarsat Global Limited ("**Inmarsat**"), dated November 13, 2020 [Docket No. 950] (the "**Inmarsat APA**"), the Reorganized Debtors expressly reserve all Causes of Action against Inmarsat and any related entity of Inmarsat, as set forth in the Inmarsat APA, that may be brought by or on behalf of the Debtors or their Estates, including but not limited to (i) any Claim (as defined in the Inmarsat APA) for joint and several indemnification, defense, and holding harmless from, against and in respect of any and all Losses (as defined in the Inmarsat APA) incurred or suffered pursuant to section 16.2; or (ii) any demand, Claim, complaint, dispute or Action (as defined in the Inmarsat APA), however arising and whether present, unascertained, immediate, future or contingent, including, without limitation, successor liability in relation to any provision of the Inmarsat APA (including, without limitation, those relating to breach of any term or provision of the Inmarsat APA), or the Assets (as defined in the Inmarsat APA) or their purchase or sale (each an "**Agreement Claim**") pursuant to section 17.1 of the Inmarsat APA.

XI. Other Causes of Action

Unless otherwise released by the Plan, the Reorganized Debtors expressly reserve all Causes of Action against:

- all Entities that have filed, or may file, a proof of claim or request for payment of administrative expenses in these chapter 11 cases;
- all agents and independent contractors of any Debtor, creditors, service providers, utilities, suppliers, vendors, insurers, sureties, factors, lessors, or other parties that provided financial accommodations, goods or services of any kind to any Debtor at any time;
- any Entity that owed any legal duty, no matter how arising, to any Debtor;
- any Entity against whom a Cause of Action is discovered after the confirmation of the Plan; and
- any Entity identified in the Debtors' respective Statements of Financial Affairs [Docket Nos. 392–424, 27-929, 941] and Schedules [Docket Nos. 359–391, 917–26, 930, 940-41], which are incorporated herein by reference.

In addition, unless otherwise released or exculpated by the Plan, the Reorganized Debtors expressly reserve the following other claims: (i) derivative claims of the Debtors pursuant to state or non-bankruptcy law, the Bankruptcy Code, or any other statute, legal theory, or theory under equity and (ii) claims of the Debtors against any former or current directors or officers arising under state or other non-bankruptcy law or arising under the Bankruptcy Code, these chapter 11 cases, or in any way related to these chapter 11 cases, or under and/or pursuant to any statute or legal or equitable theory that is any manner arising from, connected with, or related to any act or omission of such director or officer that occurred prior to the Effective Date. Moreover, unless otherwise released by the Plan, the Reorganized Debtors expressly reserve all Causes of Action and contingent and unliquidated claims against all Entities, as well as their affiliates, parents, subsidiaries, successors, or assigns, including, but not limited to, Causes of Action:

- for letters of credit, notes payable and receivable, overpayments, back charges, duplicate payments, improper holdbacks, deposits, warranties, guarantees, indemnities, recoupment, reimbursement, contribution or setoff;
- for wrongful or improper termination, suspension of services or supply of goods or services, or failure to meet other contractual or regulatory obligations;
- for failure to fully perform or to condition performance on additional requirements under contracts with the Debtors before the assumption or rejection, if applicable, of such contracts;
- for payments, deposits, holdbacks, reserves or other amounts owed to the Debtors;
- for any liens or security interests, including mechanic's, maritime, artisan's, materialmen's, possessory, statutory liens and rights of setoff held by the Debtors;

- concerning counterclaims and defenses related to any contractual obligations;
- for unfair competition, interference with contract or potential business advantage, breach of contract, infringement of intellectual property, or any business tort claims;
- for the commission of any tortious act against any Debtor; and
- for any other legal or equitable Cause of Action or remedy that is just and reasonable under the circumstances.

For the avoidance of doubt, subject to any applicable consent rights contained in the Plan the Debtors reserve all rights to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained therein, at any time before the Effective Date of the Plan, or any such other date as may be provided for by the Plan or by order of the Bankruptcy Court.

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Exhibit D

Non-Released Party Exhibit

Schedule of Non-Released Parties

The following Persons¹ have been determined by the Debtors, in the exercise of their fiduciary duties, the Plan Sponsor, and the Creditors' Committee to be Non-Released Parties.²

Pursuant to the Plan and the Litigation Trust Agreement, a Litigation Trust for the benefit of holders of Other Unsecured Claims will be formed on the Effective Date, and certain Causes of Action will be contributed to the Litigation Trust, including all Causes of Action by or on behalf of any Debtor or Debtor's Estate against Non-Released Parties (and, if a Non-Released Party is a former director or officer of the Debtors, solely to the extent of available proceeds under the applicable D&O Policy). Subject to the Plan and the Litigation Trust Agreement, the Litigation Trustee will have the power and authority to prosecute and resolve any Litigation Trust Causes of Action.

	Name of Individual or Entity
1	Pierre-Jean Beylier

¹ Unless otherwise defined, capitalized terms used herein have the meanings ascribed to them in the *Second Amended Joint Chapter 11 Plan of Speedcast International Limited and its Affiliated Debtors* [Docket No. 992, **Exhibit A**] (as may be amended, modified, or supplemented, the "**Plan**").

² Under Section 1.1 of the Plan, "**Non-Released Party**" means any Persons to be determined by the Debtors, the Plan Sponsor, and the Creditors' Committee pursuant to the procedures set forth in the definition of "Non-Released Party Exhibit" in the Plan. For the avoidance of doubt, as of the date hereof, there are no Persons to be identified on an Additional Party List as such term is used in the Plan.

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Exhibit E

Schedule of Assumed and Rejected Contracts

Schedule of Assumed Executory Contracts and Unexpired Leases

In accordance with Section 8.1 of the *Second Amended Joint Chapter 11 Plan of Speedcast International Limited and its Affiliated Debtors* [Docket No. 992, **Exhibit A**] (as may be amended, modified, or supplemented, the “**Plan**”)¹ and section 365 and 1123 of the Bankruptcy Code, as of and subject to the occurrence of the Effective Date of the Plan, and except as expressly set forth in sections 8.4 and 8.5 of the Plan, each of the executory contracts and unexpired leases to which the Debtors are party shall (subject, in the cases of clauses (ii) and (iii), to the consent of the Plan Sponsor, whose consent will not to be unreasonably withheld) be deemed rejected as of the Effective Date, except for any executory contract or unexpired lease that (i) has been assumed pursuant to a Final Order prior to entry of the Confirmation Order and in respect to which a motion for such assumption has been filed prior to the initial filing of this Plan; (ii) is specifically designated in this schedule; or (iii) is the subject of a separate (A) assumption motion filed by the Debtors or (B) rejection motion filed by the Debtors under section 365 of the Bankruptcy Code before the Confirmation Date. The Debtors intend to assume all employment agreements, offer letters, or award letters to which the Debtors are a party except as specifically set out in this schedule.

Unless otherwise provided in the Plan and except as applicable to any Non-Released Party, all employment policies, and all compensation and benefits plans, policies, and programs of the Debtors applicable to their respective employees, retirees, and non-employee directors, including all savings plans, retirement plans, healthcare plans, disability plans, severance benefit plans, incentive plans, and life and accidental death and dismemberment insurance plans, are deemed to be, and shall be treated as, executory contracts under the Plan and, on the Effective

¹ Unless otherwise defined, capitalized terms used herein have the meanings ascribed to them in the Plan.

Date, shall be assumed pursuant to sections 365 and 1123 of the Bankruptcy Code, regardless of whether such obligations are identified herein.

The Debtors have identified all agreements with its employees, including offer letters, employment agreements, or award letters (the “**Employee Agreements**”) in their Schedules, and notwithstanding the fact that the Debtors have not specifically enumerated each of those Employee Agreements herein or in the Schedules, all Employee Agreements to which the Debtors are a party are deemed to be, and shall be treated as, executory contracts under the Plan and, on the Effective Date, shall be assumed pursuant to sections 365 and 1123 of the Bankruptcy Code, unless otherwise set forth herein.

The Debtors reserve all rights to amend, supplement, and otherwise modify this schedule, including to add or remove executory contracts and unexpired leases, to assert that contracts or leases identified on this schedule are not executory or unexpired, and to assert that contracts or leases not identified on this schedule are executory or unexpired.

Neither the exclusion nor the inclusion of a contract or lease by the Debtors on this schedule, or any amendment, supplement, or modification to this schedule, nor anything contained herein, shall constitute an admission by the Debtors that any such contract or lease is an executory contract or unexpired lease or that the Debtors, the Reorganized Debtors, or their respective affiliates, has any liability thereunder. Except as otherwise provided in the Plan or in a previously entered order of the Bankruptcy Court, nothing shall waive, excuse, limit, diminish, or otherwise alter any of the defenses, claims, Causes of Action, or other rights of the Debtors or the Reorganized Debtors under any executory or non-executory contract or unexpired or expired lease. Nothing herein or in the Plan shall increase, augment, or add to any of the duties, obligations, responsibilities, or liabilities of the Debtors or the Reorganized Debtors, as applicable, under any

executory or non-executory contract or unexpired or expired lease. For the avoidance of doubt, nothing herein or in the Plan shall or shall be deemed to constitute a waiver of any rights, claims and/or remedies of any Prepetition Lender against another Prepetition Lender(s) or the Syndicated Facility Agent under the Syndicated Facility Agreement, including, the New Incremental Term Loans (as defined in the Incremental Assumption and Amendment Agreement, dated as of October 16, 2018), the other SFA Loan Documents or any related instrument, agreement or document. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of its assumption under this Plan, the Debtors or Reorganized Debtors, as applicable, shall have sixty (60) days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease.

Out of an abundance of caution, the Debtors have listed certain contracts or leases on this schedule that have or may have either terminated or expired (or will terminate or expire) prior to the Confirmation Hearing pursuant to the terms of such contracts or leases, or pursuant to a Notice of Termination delivered pursuant to the terms of such contracts or leases; or may have been objected to pursuant to the *Notice of Intent to Assume and Cure Amounts with Respect to Executory Contracts and Unexpired Leases of Debtors* [Docket No. 958]. Such termination, expiration, or objection shall supersede any purported assumption or rejection implied by the listing of such contract or lease on this schedule.

As a matter of administrative convenience, in many cases the Debtors have listed the original parties to the documents listed in this schedule without taking into account any succession of trustees or any other transfers from one party to another. The fact that the current parties to a particular agreement may not be named in this schedule is not intended to change the treatment of such documents.

Out of an abundance of caution, and for the avoidance of doubt, the Debtors may have listed on the Plan's Schedules certain contracts or leases that they have previously assumed or rejected, and nothing herein is intended to change or alter the date of assumption or rejection or the terms of assumption or rejection of any previously assumed or rejected contract or lease.

Exhibit E-1Schedule of Assumed Contracts and Leases
Vendors

Item	Debtor	Contract Counterparty	Contract Description
1	SpeedCast Limited	ABS Global Ltd	Provision of bandwidth capacity SPC-000380 (6695)
2	SpeedCast Limited	ABS Global Ltd	Provision of bandwidth capacity SPC-000381 (6371)
3	Globecomm Network Services Corporation	Acel Technologies	Professional services agreement for field support
4	SpeedCast International Limited	Airbus Defence and Space Limited	Sale of Airtime Agreement dated December 1, 2017
5	CapRock UK Limited	Airbus Defence and Space Limited	Purchase Order PO1016-101272 dated May 12th 2018
6	Speedcast Canada Limited	Airbus Defence and Space Limited	Purchase Order PO1406-100047 dated June 20th 2019
7	SpeedCast Communications, Inc.	Alpheus Communications L.P, a Delaware limited partnership	Wholesale Master Service Agreement and amendments regarding the sale of telecommunications services from the Counter Party to the Debtor
8	SpeedCast Limited	APT Satellite Company Ltd	Master Service Agreement dated February 1, 2016 between Speedcast Limited and APT Satellite Company Limited for bandwidth capacity
9	SpeedCast Singapore Pte. Ltd.	APT Satellite Company Ltd	Provision of bandwidth capacity SPC-000382 (BOF 150113)
10	SpeedCast Limited	APT Satellite Company Ltd	Provision of bandwidth capacity SPC-000383 (BOF S201900096)
11	SpeedCast Limited	APT Satellite Company Ltd	Provision of bandwidth capacity SPC-000384 (BOF 201900176)
12	SpeedCast Limited	APT Satellite Company Ltd	Provision of bandwidth capacity SPC-000386 (BOF S201900216)
13	SpeedCast Limited	APT Satellite Company Ltd	Provision of bandwidth capacity SPC-000388 (BOF S201900217)
14	SpeedCast Limited	APT Satellite Company Ltd	Provision of bandwidth capacity SPC-000389 (BOF S901900215)
15	SpeedCast Limited	APT Satellite Company Ltd	Provision of bandwidth capacity SPC-000390 (BOF S201900218)
16	SpeedCast Limited	Arab Satellite Communication Organization	Provision of bandwidth capacity SPC-000392 (OL-R4-18)
17	SpeedCast Limited	Asia Satellite Telecommunications Company Limited	Master Transponder Utilisation Agreement, dated as of January 1, 2018 (as amended).
18	SpeedCast Limited	Asia Satellite Telecommunications Company Limited	Provision of bandwidth capacity SPC-000499 (CIC-201903146)
19	SpeedCast Limited	Asia Satellite Telecommunications Company Limited	Provision of bandwidth capacity SPC-000500 (TUA 1846)
20	SpeedCast Limited	Asia Satellite Telecommunications Company Limited	Provision of bandwidth capacity SPC-000501 (TUA 201902290)
21	SpeedCast Limited	Asia Satellite Telecommunications Company Limited	Provision of bandwidth capacity SPC-000503 (CIC-202003309)
22	SpeedCast Limited	Asia Satellite Telecommunications Company Limited	Teleport service agreement (15 Dai Kwai Street, Tai Po)
23	CapRock UK Limited	Ast Connections Ltd	Airtime reseller agreement for satellite telecommunication services

Exhibit E-1Schedule of Assumed Contracts and Leases
Vendors

Item	Debtor	Contract Counterparty	Contract Description
24	SpeedCast Communications, Inc.	AT&T	Service orders for circuits on the following accounts - 305N040185185, 337M348828828, 5044631031001, 5045220115293, 6100726355930, 7139914358566, 80029190891, 80029861996, 8310006953447
25	SpeedCast Norway AS	ATEA AS	Frame Agreement dated May 19th 2014 between Atea AS and Harris Norge AS for software and hardware products
26	SpeedCast Limited	Avanti Hylas 2 Cyprus Limited	Agmt for Hosted Network Operator Services dated April 17th, 2013 between Avanti Hylas 2 Cyprus Limited and Speedcast Limited
27	SpeedCast Limited	Avanti Hylas 2 Cyprus Limited	Provision of bandwidth capacity SPC-000512 (Y13-051)
28	CapRock UK Limited	Azyan Telecommunications L.L.C	Master Services Agreement dated January 1st 2012 between Caprock UK Limited and Azyan Telecom
29	CCI Services Corp.	Azyan Telecommunications L.L.C	VSAT communication services
30	Hermes Datacommunications International Limited	Azyan Telecommunications L.L.C	VSAT communication services
31	CapRock UK Limited	BT (British Telecom)	Supply of telecommunications services
32	SpeedCast Limited	Chunghwa Telecom	Satellite Transponder Lease Agreement between Chunghwa Telecom Co., Ltd. And Speedcast Limited dated May 3, 2020
33	CapRock UK Limited	Claranet Limited	Professional services agreement
34	Hermes Datacommunications International Limited	COGENT COMMUNICATIONS UK LTD	Supply of telecommunications services
35	SpeedCast Communications, Inc.	Cogent Communications, Inc.	Network Services Term and Conditions North America for the provision of bandwidth services.
36	SpeedCast Singapore Pte. Ltd.	Cogent Internet Singapore Pte Ltd.	Supply of telecommunications services
37	Globecomm Network Services Corporation	ComputerCool IceAge Mechanical Corp	Maintenance Contract
38	SpeedCast Limited	COMSAT Inc.	Network Services Agreement and orders
39	SpeedCast Limited	COMSAT Inc.	Concept of Operations (CONOPS) for Speedcast using COMSAT Teleport Services
40	SpeedCast Communications, Inc.	Concur Technologies, Inc.	Order form 00122665.0
41	NewCom International, Inc.	Crown Castle Fiber LLC	MSA and orders for fiber optic telecommunications
42	Globecomm Network Services Corporation	CROWN CASTLE INTERNATIONAL COR, dba 24/7 Mid-Atlantic Network	Orders for fiber optic telecommunications
43	CapRock UK Limited	Detecon Al Saudia Co. Ltd. (Detasad)	VSAT Internet Connectivity Services (SPDC-AAD-180204)
44	SpeedCast Limited	Detecon Al Saudia Co. Ltd. (Detasad)	VSAT Internet Connectivity Services (SPDC-AAD-180218)
45	SpeedCast Australia Pty Limited	DHL Express (Australia) Pty Ltd	Contract for parcel services
46	SpeedCast Singapore Pte. Ltd.	DHL Express (S) Pte Ltd	Contract for parcel services
47	CapRock UK Limited	DHL INTERNATIONAL (UK) LTD	Contract for parcel services

Exhibit E-1Schedule of Assumed Contracts and Leases
Vendors

Item	Debtor	Contract Counterparty	Contract Description
48	Globecomm Europe B.V.	DHL INTERNATIONAL B.V.	Contract for parcel services
49	Globecomm Network Services Corporation	DIGITAL NETHERLANDS 11 BV	Master Service Agreement dated May 1, 2012 between Digital Netherlands 11 B.V. and Globecomm Europe BV; and Transfer Agreement dated October 2, 2017
50	Speedcast Cyprus Ltd.	DIGITAL NETHERLANDS 11 BV (DIGITAL REALTY)	Supply contract for colocation services
51	SpeedCast Netherlands B.V.	DIGITAL REALTY	Supply contract for colocation services
52	Globecomm Europe B.V.	Digital Wholsale Solutions	Bilateral agreement for international voice origination and termination services
53	CapRock UK Limited	EPSILON TELECOMMUNICATIONS LTD	Service orders for telecommunications services
54	Globecomm Europe B.V.	EPSILON TELECOMMUNICATIONS LTD	Service orders for telecommunications services
55	Globecomm Network Services Corporation	EPSILON TELECOMMUNICATIONS US PTE LTD	Service orders for telecommunications services
56	CapRock UK Limited	EQUINIX (GERMANY) GMBH	Service orders for colocation services
57	Globecomm Network Services Corporation	EQUINIX (UK) LTD	Service orders for colocation services
58	Hermes Datacommunications International Limited	EQUINIX (UK) LTD	Service orders for colocation services
59	SpeedCast Australia Pty Limited	Equinix Australia Pty Ltd	Master Country Agreement between Equinix Australia Pty Limited and Speedcast Australia PTY LTD
60	CapRock Comunicações do Brasil Ltda.	Equinix Do Brasil Solucoes Em Informatica LTDA	Commercial Proposal; Master Country Agreement (IT Services and Colocation) (executed); Global terms and Conditions; Equinix Service Level Agreement; Internet Business Exchange Center Policies North America.
61	Globecomm Network Services Corporation	Equinix Gmbh	Service orders for colocation services
62	SpeedCast Singapore Pte. Ltd.	Equinix Singapore Pte Ltd	Master Country Agreement between Equinix Singapore PTE. LTD and Caprock Communications PTE. LTD
63	Globecomm Network Services Corporation	EQUINIX, INC.	Master Country Agreement between Equinix LLC and Speedcast Communications, Inc.
64	SpeedCast Limited	Eutelsat S.A.	Framework Agreement, dated as of August 9, 2016 between Eutelsat S.A. and Speedcast Limited
65	Globecomm Europe B.V.	Eutelsat S.A.	Provision of bandwidth capacity SPC-000172 (E113WA SO 040-14)
66	SpeedCast Limited	Eutelsat S.A.	Provision of bandwidth capacity SPC-000397 (BOF 5634312)
67	SpeedCast Limited	Eutelsat S.A.	Provision of bandwidth capacity SPC-000399 (00004251 / Q-11805)
68	SpeedCast Limited	Eutelsat S.A.	Provision of bandwidth capacity SPC-000400 (00013883 / Q-13882)
69	SpeedCast Limited	Eutelsat S.A.	Provision of bandwidth capacity SPC-000406 (00005152 / Q-13890)

Exhibit E-1Schedule of Assumed Contracts and Leases
Vendors

Item	Debtor	Contract Counterparty	Contract Description
70	SpeedCast Limited	Eutelsat S.A.	Provision of bandwidth capacity SPC-000407 (SO 5151-Q-10379)
71	SpeedCast Limited	Eutelsat S.A.	Provision of bandwidth capacity SPC-000408 (SO 5153-Q-10382)
72	SpeedCast Limited	Eutelsat S.A.	Provision of bandwidth capacity SPC-000409 (SO 5154-Q-10383)
73	SpeedCast Limited	Eutelsat S.A.	Provision of bandwidth capacity SPC-000410 (SO 5199-Q-10381)
74	SpeedCast Limited	Eutelsat S.A.	Provision of bandwidth capacity SPC-000411 (00014665 / Q-14664)
75	SpeedCast Limited	Eutelsat S.A.	Provision of bandwidth capacity SPC-000412 (SO 5303-Q-10387)
76	SpeedCast Limited	Eutelsat S.A.	Provision of bandwidth capacity SPC-000414 (BO NO 1.0 50000170 E113WA)
77	SpeedCast Limited	Eutelsat S.A.	Provision of bandwidth capacity SPC-000415 (BO No 2.0-50000170 E117WA)
78	SpeedCast Limited	Eutelsat S.A.	Provision of bandwidth capacity SPC-000416 (BO No 4.0-50000170 E115WB)
79	SpeedCast Limited	Eutelsat S.A.	Provision of bandwidth capacity SPC-000417 (BO No 5.0-50000170 E115WB)
80	SpeedCast Limited	Eutelsat S.A.	Provision of bandwidth capacity SPC-000418 (BO No 7.0-50000170 E113WA)
81	SpeedCast Limited	Eutelsat S.A.	Provision of bandwidth capacity SPC-000420 (BO No 10.0-50000170 E113WA)
82	SpeedCast Limited	Eutelsat S.A.	Provision of bandwidth capacity SPC-000422 (BO No 12.0 50000170 E115WB)
83	SpeedCast Limited	Eutelsat S.A.	Provision of bandwidth capacity SPC-000423 (BO No 14.0 50000170 E115WB)
84	SpeedCast Limited	Eutelsat S.A.	Provision of bandwidth capacity SPC-000424 (BO No 15.0 50000170 E113WA)
85	SpeedCast Limited	Eutelsat S.A.	Provision of bandwidth capacity SPC-000425 (BOF Eutelsat Americas No. 17.0)
86	SpeedCast Limited	Eutelsat S.A.	Provision of bandwidth capacity SPC-000427 (Eutelsat Latin America No.1.0)
87	SpeedCast Limited	Eutelsat S.A.	Provision of bandwidth capacity SPC-000428 (Eutelsat Latin America No.3.1)
88	SpeedCast Limited	Eutelsat S.A.	Provision of bandwidth capacity SPC-000429 (Eutelsat Latin America No.20.0)
89	SpeedCast Limited	Eutelsat S.A.	Provision of bandwidth capacity SPC-000526 (BO No 14.0 50000170 E115WB)

Exhibit E-1Schedule of Assumed Contracts and Leases
Vendors

Item	Debtor	Contract Counterparty	Contract Description
90	SpeedCast Limited	Eutelsat S.A.	Provision of bandwidth capacity SPC-000575 (00021306 - Q-21305 - 1)
91	SpeedCast Limited	Satelites Mexicanos S.A. de C.V.	Master Agreement for signal conduction satellite services
92	Globecomm Network Services Corporation	Executive Cleaning Svcs, LLC	Maintenance Contract
93	SpeedCast Netherlands B.V.	FURUNO SVERIGE AB	Distributor Agreement
94	SpeedCast Limited	Gazprom Space Systems	Provision of bandwidth capacity SPC-000435 (SC-GSS-402-2015-15)
95	SpeedCast Limited	Gazprom Space Systems	Provision of bandwidth capacity SPC-000436 (SC-GSS-402-2015-16)
96	SpeedCast Limited	Gazprom Space Systems	Provision of bandwidth capacity SPC-000437 (SC-GSS-402-2015-17)
97	SpeedCast Limited	Gazprom Space Systems	Provision of bandwidth capacity SPC-000434 (SC-GSS-300K-2019)
98	Globecomm Network Services Corporation	Globalstar USA	Globecomm Simplex VAR Agreement dated February 13rd 2018, as amended, between Globalstar, Inc. and Globecomm Network Services Corp
99	SpeedCast International Limited	Harris Corporation	Sale Agreement dated November 1, 2016
100	SpeedCast Communications, Inc.	Hawaii Pacific Teleport, LP	Carrier Services Agreement dated October 27, 2016
101	SpeedCast Australia Pty Limited	Hawaii Pacific Teleport, LP	Service orders for teleport services
102	SpeedCast Limited	Hawaii Pacific Teleport, LP	Service orders for teleport services
103	Globecomm Europe B.V.	Hawaii Pacific Teleport, LP	Service orders for teleport services
104	Globecomm Network Services Corporation	Hawaii Pacific Teleport, LP	Service orders for teleport services
105	CapRock Comunicações do Brasil Ltda.	Hispasat Brasil Ltda	Provision of bandwidth capacity SPC-000301 (03227)
106	CapRock Comunicações do Brasil Ltda.	Hispasat Brasil Ltda	Provision of bandwidth capacity SPC-000302 (03243)
107	CapRock Comunicações do Brasil Ltda.	Hispasat Brasil Ltda	Provision of bandwidth capacity SPC-000303 (03256)
108	CapRock Comunicações do Brasil Ltda.	Hispasat Brasil Ltda	Provision of bandwidth capacity SPC-000304 (03262)
109	CapRock Comunicações do Brasil Ltda.	Hispasat Brasil Ltda	Provision of bandwidth capacity SPC-000305 (03224)
110	CapRock Comunicações do Brasil Ltda.	Hispasat Brasil Ltda	Provision of bandwidth capacity SPC-000306 (03337)
111	CapRock Comunicações do Brasil Ltda.	Hispasat Brasil Ltda	Provision of bandwidth capacity SPC-000308 (3430)
112	SpeedCast Communications, Inc.	Hughes Network Systems, LLC	Master Purchase Contract for the purchase and sale of equipment, as amended and scheduled
113	Globecomm Network Services Corporation	Hughes Network Systems, LLC	Master Purchase Contract for the purchase and sale of equipment, as amended and scheduled
114	SpeedCast Limited	Hughes Network Systems, LLC	Master Purchase Contract for the purchase and sale of equipment, as amended and scheduled

Exhibit E-1Schedule of Assumed Contracts and Leases
Vendors

Item	Debtor	Contract Counterparty	Contract Description
115	CapRock UK Limited	Hutcheon Mearns Limited	Letter of Engagement Financial Statement Assignment – Amendment to engagement letter dated 19th November 2019 between Hutcheon Mearns Limited and Caprock UK Limited
116	SpeedCast France SAS	Iridium Satellite LLC	Amended and Restated Iridium Value Added Reseller Agreement between Speedcast France SAS and Iridium Satellite LLC date January 2, 2018
117	SpeedCast France SAS	Iridium Satellite LLC	Iridium Certus Service Provider Agreement dated January 9th 2018 between Iridium Satellite LLC and Speedcast France SAS
118	Globecomm Network Services Corporation	Iridium Satellite LLC	Iridium Value Added Reseller Agreement between Globecomm Systems, Inc. and Iridium Satellite LLC date February 19, 2010
119	Telaurus Communications LLC	Iridium Satellite LLC	Airtime services
120	Evolution Communications Group Limited	Iridium Satellite LLC	Airtime services
121	SpeedCast Limited	Iridium Satellite LLC	Iridium Openport Service Provider Agreement
122	SpeedCast Limited	Iridium Satellite LLC	Assignment and Assumption Agreement
123	Hermes Datacommunications International Limited	Kazsat	Provision of bandwidth capacity SPC-000467 (No23-15-12-2015)
124	Hermes Datacommunications International Limited	Kazsat	Provision of bandwidth capacity SPC-000468 (No24-15-12-2015)
125	Hermes Datacommunications International Limited	Kazsat	Provision of bandwidth capacity SPC-000535 (Agreement 5 dd 25.02.20 Kazsat 3)
126	SpeedCast Limited	Ktsat Co. Ltd.	Provision of bandwidth capacity SPC-000452 (SO2019-N08-K8)
127	SpeedCast Limited	Ktsat Co. Ltd.	MSA for bandwidth
128	SpeedCast Communications, Inc.	Level 3 Communications, LLC	MSA for communications services
129	CapRock UK Limited	Level 3 Communications, LLC	Supply of communications services
130	Globecomm Europe B.V.	Level 3 Communications, LLC	Supply of communications services
131	Globecomm Network Services Corporation	Level 3 Communications, LLC	Supply of communications services
132	NewCom International, Inc.	Level 3 Communications, LLC	Supply of communications services
133	CapRock Comunicações do Brasil Ltda.	LEVEL 3 COMUNICACOES DO BRASIL LTDA	Local Country Addendum for Brazil
134	Speedcast Cyprus Ltd.	MARLINK SAS	Master Service Agreement for SIM Cards and terminals
135	SpeedCast Australia Pty Limited	MARLINK SAS	Airtime Services Terms and Conditions
136	Globecomm Network Services Corporation	Nations Equipment Finance, LLC	Master Lease Agreement dated May, 10 2018 and Equipment Schedule dated June 29, 2018
137	Evolution Communications Group Limited	Nordic IT Marine Communications	Sub-Distribution Agreement dated April 19th 2018 between Evolution Communications Group Limited and Nordic IT Marine Communications

Exhibit E-1Schedule of Assumed Contracts and Leases
Vendors

Item	Debtor	Contract Counterparty	Contract Description
138	SpeedCast Australia Pty Limited	OPTUS NETWORKS PTY LIMITED	Service agreement for ethernet network services
139	SpeedCast Communications, Inc.	Oracle America, Inc.	Reseller agreement
140	SpeedCast Communications, Inc.	Peerless Network, Inc	MSA and orders for voice termination services
141	SpeedCast Limited	RUSSIAN SATELLITE COMMUNICATIONS COMPANY	Provision of bandwidth capacity SPC-000473 (16-15-54-16)
142	Hermes Datacommunications International Limited	RUSSIAN SATELLITE COMMUNICATIONS COMPANY	Provision of bandwidth capacity SPC-000474 (16-15-78-18)
143	CapRock UK Limited	Satcom Global	Supply of satellite phone services
144	Speedcast Cyprus Ltd.	Satcom Global (And Group PLC)	Supply of satellite phone services
145	SpeedCast Australia Pty Limited	Satcom Global FZE	Supply of satellite phone services
146	SpeedCast Limited	Satcom Global Ltd	Supply of satellite phone services
147	CapRock UK Limited	SEMATRON UK LTD	MPA for modems and other equipment
148	CapRock UK Limited	ServiceNow UK Ltd	Order Number ORD1025129-1 between ServiceNow UK Ltd and Caprock UK Limited
149	SpeedCast Limited	SES	Service ordering agreement between Speedcast Limited and New Skies Satellites N.V. and 1st amendment
150	Globecomm Network Services Corporation	SES	MSA for bandwidth capacity between Globecomm Network Services Corporation and SES Government Solutions, Inc.
151	Globecomm Network Services Corporation	SES	Provision of bandwidth capacity SPC-000179 (SO 012 (102479))
152	Globecomm Network Services Corporation	SES	Provision of bandwidth capacity SPC-000182 (SES SO 013 (027231))
153	Globecomm Network Services Corporation	SES	Provision of bandwidth capacity SPC-000188 (SES SO 011 (101817))
154	Globecomm Network Services Corporation	SES	Provision of bandwidth capacity SPC-000195 (102294)
155	Globecomm Network Services Corporation	SES	Provision of bandwidth capacity SPC-000204 (MSA SO 021 (103122))
156	Globecomm Network Services Corporation	SES	Provision of bandwidth capacity SPC-000225 (105385)
157	Globecomm Network Services Corporation	SES	Provision of bandwidth capacity SPC-000232 (106457)
158	Globecomm Network Services Corporation	SES	Provision of bandwidth capacity SPC-000234 (106336)
159	Globecomm Europe B.V.	SES	Provision of bandwidth capacity SPC-000190 (028882)
160	Globecomm Europe B.V.	SES	Provision of bandwidth capacity SPC-000191 (024800)
161	Globecomm Europe B.V.	SES	Provision of bandwidth capacity SPC-000193 (102869)
162	Globecomm Europe B.V.	SES	Provision of bandwidth capacity SPC-000201 (102977)
163	Globecomm Europe B.V.	SES	Provision of bandwidth capacity SPC-000202 (102877)

Exhibit E-1Schedule of Assumed Contracts and Leases
Vendors

Item	Debtor	Contract Counterparty	Contract Description
164	Globecomm Europe B.V.	SES	Provision of bandwidth capacity SPC-000218 (103910)
165	Globecomm Europe B.V.	SES	Provision of bandwidth capacity SPC-000252 (105728)
166	SpeedCast Limited	SES	Service ordering Agreement incorporating Terms and Conditions, NSS Standards Terms and Conditions for Network services and Operational Requirements
167	SpeedCast Limited	SES	Provision of bandwidth capacity SPC-000254 (107895)
168	SpeedCast Limited	SES	Provision of bandwidth capacity SPC-000479 (104045)
169	SpeedCast Limited	SES	Provision of bandwidth capacity SPC-000484 (106362)
170	SpeedCast Limited	SES	Provision of bandwidth capacity SPC-000490 (108593)
171	SpeedCast Limited	SES	Provision of bandwidth capacity SPC-000476 (101770)
172	SpeedCast Limited	SES	Provision of bandwidth capacity SPC-000477 (102040)
173	SpeedCast Limited	SES	Provision of bandwidth capacity SPC-000480 (105576)
174	SpeedCast Limited	SES	Provision of bandwidth capacity SPC-000485 (106363)
175	SpeedCast Limited	SES	Provision of bandwidth capacity SPC-000486 (107151)
176	NewCom International, Inc.	SES	Provision of bandwidth capacity SPC-000481 (105780)
177	NewCom International, Inc.	SES	Provision of bandwidth capacity SPC-000487 (107736)
178	SpeedCast Limited	O3b Sales B.V. (SES)	MSA for provision of bandwidth capacity
179	Globecomm Europe B.V.	O3b Sales B.V. (SES)	Provision of bandwidth capacity SPC-000524 (OH-00743 - Basrah)
180	SpeedCast Limited	O3b Sales B.V. (SES)	Provision of bandwidth capacity SPC-000527 (OH-03171 - Koolan Island)
181	SpeedCast Limited	O3b Sales B.V. (SES)	Provision of bandwidth capacity SPC-000530 (OH-02730 Guyana Drillship)
182	SpeedCast Limited	O3b Sales B.V. (SES)	Provision of bandwidth capacity SPC-000531 (SO-000349 - Kiribati)
183	SpeedCast Limited	O3b Sales B.V. (SES)	Provision of bandwidth capacity SPC-000548 (SO-000468 - LAE, PNG)
184	SpeedCast Limited	O3b Sales B.V. (SES)	Provision of bandwidth capacity SPC-000549 (SO-000354 - Port Moresby)
185	SpeedCast Limited	O3b Sales B.V. (SES)	Provision of bandwidth capacity SPC-000550 (SO-000384 - Christmas Island)
186	SpeedCast Limited	O3b Sales B.V. (SES)	Provision of bandwidth capacity SPC-000552 (OH-01454 Guyana Offshore)
187	SpeedCast Limited	O3b Sales B.V. (SES)	Provision of bandwidth capacity SPC-000553 (OH-00721 - Eq Guinea)

Exhibit E-1Schedule of Assumed Contracts and Leases
Vendors

Item	Debtor	Contract Counterparty	Contract Description
188	SpeedCast Limited	O3b Sales B.V. (SES)	Provision of bandwidth capacity SPC-000554 (OH-00550 - Galapagos)
189	SpeedCast Australia Pty Limited	Simply Energy	Electricity supply agreement
190	SpeedCast Limited	Sky Perfect JSAT Corporation	Telecommunication Master Service Agreement dated August 31, 2015
191	SpeedCast Limited	Sky Perfect JSAT Corporation	Provision of bandwidth capacity SPC-000518 (JCSAT2BC-001)
192	SpeedCast Limited	Sky Perfect JSAT Corporation	Provision of bandwidth capacity SPC-000457 (JCSAT2BKU-006)
193	SpeedCast Limited	Sky Perfect JSAT Corporation	Provision of bandwidth capacity SPC-000463 (SpeedCast-JCSAT110A-002)
194	SpeedCast Limited	Sky Perfect JSAT Corporation	Provision of bandwidth capacity SPC-000464 (SpeedCast-JCSAT110A-005)
195	CapRock UK Limited	Skyline Communications NV	Reseller agreement for DataMiner software
196	CapRock UK Limited	Skyline Communications NV	DataMiner Maintenance and Support
197	Satellite Communications Australia Pty Ltd	Skywave Mobile Communications Inc	Supply of satellite phone telecommunications
198	NewCom International, Inc.	Smart Cloud International Corporation SAS	Service agreement
199	SpeedCast Limited	ST Engineering Idirect (Europe)CY NV	Memorandum of Understanding, dated as of November 22, 2019
200	SpeedCast Limited	ST Engineering Idirect (Europe)CY NV	Vendor Finance Agreement, dated as of November 22, 2019.
201	SpeedCast Limited	ST Engineering Idirect (Europe)CY NV	Purchase Order PO2018-100209
202	SpeedCast Limited	Supernet Limited	Term Sheet for the Provision of Reciprocal Services
203	CapRock UK Limited	Tampnet UK Limited	MSA and amendments for connectivity
204	SpeedCast Communications, Inc.	Tampnet Inc	Provision of connectivity
205	SpeedCast Norway AS	Tampnet AS	Provision of connectivity
206	SpeedCast Australia Pty Limited	Tata Communications (Australia) Pty Ltd	Novation agreement
207	CapRock UK Limited	TATA COMMUNICATIONS (UK) LTD	Provision of voice services
208	SpeedCast Communications, Inc.	Tata Communications (America) Inc.	Provision of voice services
209	SpeedCast Singapore Pte. Ltd.	Tata Communications International Pte Ltd	Provision of voice services
210	SpeedCast Limited	Tatanet Services Limited	Tripartite Agreement For The Provision Of Global Maritime Ku Band Services
211	SpeedCast Norway AS	Tatanet Services Limited	Provision of bandwidth capacity
212	SpeedCast Limited	Telenor	Provision of bandwidth capacity SPC-000370 (11109)
213	SpeedCast Limited	Telenor	Provision of bandwidth capacity SPC-000371 (57063)
214	SpeedCast Limited	Telenor	Provision of bandwidth capacity SPC-000372 (10915)

Exhibit E-1Schedule of Assumed Contracts and Leases
Vendors

Item	Debtor	Contract Counterparty	Contract Description
215	SpeedCast Limited	Telenor	Provision of bandwidth capacity SPC-000373 (11013)
216	SpeedCast Limited	Telesat	Master Service Agreement for provision of bandwidth dated April 9, 2018
217	SpeedCast Limited	Telesat	Provision of bandwidth capacity SPC-000374 (3670)
218	SpeedCast Limited	Telesat	Provision of bandwidth capacity SPC-000375 (5404)
219	SpeedCast Limited	Telesat	Provision of bandwidth capacity TPC-000002 (3851)
220	SpeedCast Singapore Pte. Ltd.	Telesat	Provision of bandwidth capacity SPC-000376 (6068-0.5)
221	SpeedCast Singapore Pte. Ltd.	Telesat	Provision of bandwidth capacity TPC-000003 (6068-0.9)
222	SpeedCast Singapore Pte. Ltd.	Telesat	Provision of bandwidth capacity TPC-000004 (6068-0.6)
223	CapRock Comunicações do Brasil Ltda.	Telesat Brasil Capacidade de Satelites Ltda	Main Contract for Space Capacity Lease dated January 10, 2012 as amended
224	CapRock Comunicações do Brasil Ltda.	Telesat Brasil Capacidade de Satelites Ltda	Provision of bandwidth capacity SPC-000377 (3908-1.02)
225	CapRock Comunicações do Brasil Ltda.	Telesat Brasil Capacidade de Satelites Ltda	Provision of bandwidth capacity SPC-000378 (3908-2.4)
226	CapRock Comunicações do Brasil Ltda.	Telesat Brasil Capacidade de Satelites Ltda	Provision of bandwidth capacity SPC-000379 (3908-2.3)
227	SpeedCast Norway AS	TELIA NORGE AS	Wholesale Agreement and service orders for telephony services
228	SpeedCast Australia Pty Limited	Telstra Corporation Limited	Service #PCT-0001 on Billing Account #0427 9297
229	SpeedCast Australia Pty Limited	Telstra Corporation Limited	Service #SPD-0004 on Billing Account #0427 9298
230	SpeedCast Australia Pty Limited	Telstra Corporation Limited	Services 82608300-8399, N8600508R, N1998286R, 1300884262 on Billing Account #173 9418 800
231	SpeedCast Australia Pty Limited	Telstra Corporation Limited	Mobile phone services on Billing Account #451 1233 837
232	SpeedCast Australia Pty Limited	Telstra Corporation Limited	Telephone services on Billing Account #945 6283 800
233	SpeedCast Communications, Inc.	Telstra Incorporated	Global Services Agreement dated June 11, 2018 and service orders for circuits and phone numbers
234	SpeedCast Communications, Inc.	Telstra International Limited	Global Services Agreement dated June 11, 2018 and service orders for circuits and phone numbers
235	SpeedCast Australia Pty Limited	Telstra International Limited	Satellite Teleport Services on Billing Account #102008716
236	SpeedCast Australia Pty Limited	Telstra International Limited	Telecommunications Service Agreement and Variation Agreement
237	Globecomm Network Services Corporation	Telstra Incorporated	Global Internet Direct services on Billing Account #90000780
238	SpeedCast Communications, Inc.	Telx - New York, LLC	Supply contract for colocation services
239	SpeedCast Limited	Telx - New York, LLC	Supply contract for colocation services
240	Globecomm Europe B.V.	Telx-New York Management, LLC	Master Terms and Conditions dated May 12, 2010 between Telx and Carrier to Carrier Telecom B.V.; and Assignment and Assumption Agreement dated March 15, 2018

Exhibit E-1Schedule of Assumed Contracts and Leases
Vendors

Item	Debtor	Contract Counterparty	Contract Description
241	Globecomm Network Services Corporation	TELX-NEW YORK, LLC	Master Terms and Conditions dated April 1, 2011 between Telx and Globecomm Systems Inc.; and Assignment and Assumption Agreement dated March 8, 2018
242	Telaurus Communications LLC	Thuraya Telecommunications Company	Service Partner Agreement for satellite services
243	SpeedCast Limited	Thuraya Telecommunications Company	Provision of satellite services
244	CapRock UK Limited	TILE MARINE LLC	Master Services Agreement for technical support services, installation and commissioning, and maintenance
245	Globecomm Network Services Corporation	US Bank Equipment Finance	Equipment finance agreement
246	SpeedCast Communications, Inc.	US Bank Equipment Finance	Forklift finance agreement
247	SpeedCast Australia Pty Limited	Vocus Pty Ltd	Reciprocal master services agreement and service orders for telecommunications and data center products and services
248	CapRock Communications (Australia) Pty Ltd	Vocus Pty Ltd	Service orders for telecommunications and data center products and services
249	SpeedCast Australia Pty Limited	Vodafone Fiji Ltd	Reciprocal agreement for telephony termination services
250	CapRock UK Limited	Vodafone Global Enterprise Limited	Master service agreement dated May 19, 2016 and service orders for communication services
251	SpeedCast Communications, Inc.	XipLink Inc.	Master purchase agreement dated January 25, 2016, as amended, for bandwidth optimization products
252	SpeedCast Communications, Inc.	Zayo Group, LLC	Service orders for ethernet services
253	Globecomm Network Services Corporation	Zayo Group, LLC	Service orders for ethernet services
254	Globecomm Europe B.V.	Zayo Group, LLC	Service orders for ethernet services

Exhibit E-2Schedule of Assumed Contracts and Leases
Leases

Item	Debtor	Contract Counterparty	Contract Description
1	Oceanic Broadband Solutions Pty Ltd	ALFA Limited	Property lease at Napa Napa Road Section of Granville, Port Moresby, Papua New Guinea
2	Hermes Datacommunications International Limited	ATABAYEV BYASHIMMURAT ATABAEVICH	Property lease at Andaliba (1958) str. 78/1 AB Merkezi, Ashgabat, Turkmenistan
3	CapRock UK Limited	Chess Property Group PLC	Property lease at Denmore Road Murcar Industrial Estate, Aberdeen, United Kingdom
4	SpeedCast Singapore Pte. Ltd.	CWT Limited	Property lease at 5A Toh Guan Road East #06-01, Singapore
5	SpeedCast Australia Pty Limited	Da Costa Nominees (NT) Pty Ltd	Property lease at 6/22 Willes Road, Berrimah, Darwin, Australia
6	NewCom International, Inc.	ELITE IMPORTACIONES SAS	Property lease at Autopista Medellin Km 3.5 Via Siberia, Bogota, Colombia
7	Oceanic Broadband Solutions Pty Ltd	Gewani Limited	Property lease at Allotment 34 Section 44 Granville Konedobu PWC Haus, National Capital District, Port Moresby, Papua New Guinea
8	SpeedCast Communications, Inc.	GSL PARTNER SUB TEN, L.P.	Property lease at 4400 South Sam Houston Parkway East, Houston, Texas
9	SpeedCast Communications, Inc.	GSL PARTNER SUB TEN, L.P.	Land lease at 4400 South Sam Houston Parkway East, Houston, Texas
10	SpeedCast Australia Pty Limited	Halsted Properties Pty Ltd	Property lease at 62 Sparks Road, Henderson, Australia
11	Globecomm Europe B.V.	HULSHOF BEHEER B.V.	Property lease at Plantweg 52, Biddinghuizen, Netherlands
12	SpeedCast Australia Pty Limited	Lakes Business Park (NSW) Pty Limited	Property lease at 12 Lord Street, Lakes Business Park, Botany, Australia
13	CapRock UK Limited	M&G UK Property	Property lease at Newton Road, Aberdeen, United Kingdom
14	SpeedCast Australia Pty Limited	Mapledene Holdings Pty Ltd	Property lease at 50 Clavering Road, Bayswater, Australia
15	NewCom International, Inc.	Newcom Realty, LLC	Property lease at 15590 NW 15th Avenue Sunshine State Industrial Park, Miami, Florida
16	Speedcast Group Holdings Pty Ltd	Novatech FZE	Property lease at Unit S503B, Emirates Financial, Dubai, UAE
17	SpeedCast Norway AS	Roynebergsletta 29 DA	Property lease at Roynebergsletta 29, Royneberg, Norway
18	SpeedCast International Limited	Speedcast Australia Pty Ltd	Property lease at 44 Clavering Road, Bayswater, Australia
19	Globecomm Europe B.V.	STORAX HOLDING B.V.	Property lease at Plantweg 8, Biddinghuizen, Netherlands

Exhibit E-2Schedule of Assumed Contracts and Leases
Leases

Item	Debtor	Contract Counterparty	Contract Description
20	Globecomm Network Services Corporation	STORE CAPITAL ACQUISITIONS LLC	Property lease at 45 Oser Ave, Hauppauge, New York
21	Speedcast Cyprus Ltd.	Triaina S.A.	Property lease at 19 Gravias str, Piraeus, Greece
22	Speedcast Cyprus Ltd.	Triaina S.A.	Property lease at 26 Asklipiou str, Piraeus, Greece
23	SpeedCast Netherlands B.V.	TRIBES HOLDING B.V.	Property lease at Coolsingel 6 Tribes Rotterdam Coolsingel, Rotterdam, Netherlands

Exhibit E-3

Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
1	Speedcast Cyprus Ltd.	A.B MARITIME INTERNATIONAL	Contract with A.B MARITIME INTERNATIONAL
2	Speedcast Cyprus Ltd.	A/K TAXIARKHIS KHRISOPIYI N. K 233	Contract with A/K ΤΑΞΙΑΡΧΗΣ ΧΡΥΣΟΠΙΗΤΗ Ν.Κ 233
3	SpeedCast Netherlands B.V.	Aage Hempel Netherlands B.V.	Service order or airtime plan and hardware
4	SpeedCast Limited	Aage Hempel Netherlands B.V.	Service order of airtime plan and hardware
5	Globecomm Europe B.V.	AB Marine B.V.	email chain
6	Globecomm Europe B.V.	AB Marine B.V.	Order form for Sim card services
7	SpeedCast Singapore Pte. Ltd.	Abaco Offshore Limited	Deed of Novation in relation to Purchase Orders: 4500176052 & 4500183745
8	Globecomm Network Services Corporation	Abovenet Communications, Inc.	General terms and conditions to the Master Products and Services Agreement
9	Evolution Communications Group Limited	Absolute Telecom Pte Ltd	Airtime Terms and Conditions Agreement
10	SpeedCast Australia Pty Limited	Acclinks Communication Inc.	Master Services Agreement for the procurement of satellite telecommunications services.
11	SpeedCast Australia Pty Limited	Acclinks Communication Inc.	Service order in relation to provision of modems.
12	SpeedCast Australia Pty Limited	Acclinks Communication Inc.	Service Order order in relation to provision of modems.
13	SpeedCast Australia Pty Limited	Acclinks Communication Inc.	Master Services Agreement for the procurement of satellite telecommunications services.
14	SpeedCast Limited	ACL Vessel Atlantic SEA	Service order for Speedtalk postpaid voice servicer order form.
15	Satellite Communications Australia Pty Ltd	ACL Vessel H	Service Order for airtime plan and hardware
16	SpeedCast Limited	ACL Vessel H1697	Service order for Speedtalk postpaid voice servicer order form.
17	SpeedCast Limited	ACL Vessel One H1695A AB	Service Order for Airtime Plan and Hardware
18	SpeedCast Limited	ACL Vessel One H1696A AB	2 x Service Orders for activation and provisioning of Internet and Phone services
19	SpeedCast France SAS	ACTED RCA	Subscription for network services
20	SpeedCast Australia Pty Limited	Acutec Systems	Service Order
21	SpeedCast Australia Pty Limited	Acutec Systems	Service Order
22	SpeedCast Limited	Acutec Systems Pty Ltd	Seacast Distributor Agreement
23	SpeedCast Australia Pty Limited	Acutec Systems Pty Ltd	Official Quotation
24	Speedcast Cyprus Ltd.	ADAMASTOS SHIPPING AND TRADING S.A	Contract with ADAMASTOS SHIPPING AND TRADING S.A
25	Speedcast Cyprus Ltd.	AEGEAN SHIPPING ENTERPRISES CO	Contract with AEGEAN SHIPPING ENTERPRISES CO
26	Speedcast Cyprus Ltd.	AEGEAN SHIPPING MANAGEMENT SA	Contract with AEGEAN SHIPPING MANAGEMENT SA
27	Speedcast Cyprus Ltd.	AEGEUS SHIPPING SA	Contract with AEGEUS SHIPPING SA
28	SpeedCast Netherlands B.V.	Aeoliki	Re-activation order form
29	SpeedCast Limited	Aeoliki	2-way SCPC Maritime Service Upgrade Notification
30	SpeedCast Netherlands B.V.	Aeoliki Marine	Service Order

Exhibit E-3

Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
31	SpeedCast Netherlands B.V.	Aeoliki Marine Limited	Service Order
32	SpeedCast Limited	Aeoliki Marine Limited Company No 3981348)	Distributor Agreement
33	SpeedCast Limited	Aeoliki Marine Ltd	Service Order
34	SpeedCast Limited	Aeoliki Marine Ltd	Service Order
35	NewCom International, Inc.	Aeolos Connect Intl Nig	Master Services Agreement for provision of satellite services and equipment.
36	SpeedCast Communications, Inc.	AET Shimpanagement (Singapore) Pte Ltd	Contract with AET Shimpanagement (Singapore) Pte Ltd
37	SpeedCast Limited	Afghan ICT Solutions Limited	Service Order for Satellite Bandwidth services.
38	CapRock UK Limited	African Waves	Service proposal for satellite services
39	CapRock UK Limited	African Waves	Services proposal for satellite services
40	Globecomm Network Services Corporation	Agility Recovery Solutions	Master Services Agreement for Equipment and Services for Disaster Recovery and Statement of Work 16-01
41	SpeedCast Australia Pty Limited	Agusta Resort	Service Order Form for Airtime Plan Activation
42	Speedcast Cyprus Ltd.	AHOR QY LTD	Contract with AHOR QY LTD
43	SpeedCast Australia Pty Limited	AIKKI LLC (Myanmar) Limited	Master Services Agreement.
44	SpeedCast Australia Pty Limited	AIKKI LLC (Myanmar) Limited	Master Services Agreement.
45	SpeedCast Australia Pty Limited	Airbourne Logistics PNG	Service order for satellite services (poor quality scan. Term appears to be 16 months ending 23.7.2019)
46	SpeedCast Limited	Airbus	Quote for hosting services at Mawson Lakes facility.
47	SpeedCast Australia Pty Limited	Airbus DS (Satcom Australia) Pty Ltd	Purchase order for various sub-contractors in relation to Agreement TX-CT-00345-ABDS.
48	SpeedCast Australia Pty Limited	Airbus DS (Satcom Australia) Pty Ltd	Purchase order for extension of maintenance services.
49	SpeedCast Australia Pty Limited	Airbus DS (Satcom Australia) Pty Ltd	Purchase order for maintenance services.
50	SpeedCast Australia Pty Limited	Airbus DS (Satcom Australia) Pty Ltd (ACN 086 688 333)	Maintenance & Support Agreement - Skynet East. Agreement executed by only one representative of each party.
51	SpeedCast Australia Pty Limited	Airbus DS (Satcom Australia) Pty Ltd (ACN 086 688 333)	Maintenance & Support Agreement - Skynet East. Agreement executed by only one representative of each party.
52	SpeedCast Australia Pty Limited	Airia Jaya Marine (S) Pte Ltd	Purchaser Order for Bandwidth Upgrade
53	SpeedCast Norway AS	Aker BP ASA	Purchase order for hired resources
54	SpeedCast Norway AS	Aker BP ASA	Letter RE: Extension of contract period
55	SpeedCast Norway AS	Aker BP ASA	Letter for the extension extension of the contract period (Contract FA-00383/VSAT Rent 0027-Rig Communication)
56	SpeedCast Norway AS	Aker BP ASA	Purchase Order
57	CapRock UK Limited	Aker Solutions Limited	Purchase order.
58	SpeedCast Norway AS	AkerBP Norge AS	Communications service proposal
59	Telaurus Communications LLC	Akij Shipping Line Limited	Contract with Akij Shipping Line Limited

Exhibit E-3

Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
60	SpeedCast Norway AS	AKOFS Norway Operations AS	Part 2 of a Master Service Agreement containing service schedules, SLA and terms and conditions.
61	SpeedCast Norway AS	AKOFS Norway Operations AS	Master Services Agreement and the accompanying terms and conditions for satellite telecommunications services.
62	Speedcast Cyprus Ltd.	AL SEER MARINE SUPPLIES	Contract with AL SEER MARINE SUPPLIES
63	Globecom Network Services Corporation	Aldea Solutions Inc	Network Service Contract with statement of work
64	Globecom Network Services Corporation	Aldea Solutions Inc.	Network Service Contract with statement of work
65	SpeedCast Australia Pty Limited	Aldesta Heron Island Pty Ltd ABN 51 137 854 721 (t/as Heron Island Resort)	Broadband Internet and VoIP Service—Application Form
66	Speedcast Cyprus Ltd.	ALEXANDER G TSAVLIRIS & SONS MA	Contract with ALEXANDER G TSAVLIRIS & SONS MA
67	Speedcast Cyprus Ltd.	ALEXANDRIA MARINE SA	Contract with ALEXANDRIA MARINE SA
68	Speedcast Cyprus Ltd.	ALEXANDRIA SHIPPING (HELLAS) S.A.	Contract with ALEXANDRIA SHIPPING (HELLAS) S.A.
69	Telaurs Communications LLC	Alianca Navegacao Logistica Ltda	Service Order Form in respect of Maersk Fleet Broadband Subscriptions
70	Speedcast Cyprus Ltd.	Alison Management Corp.	Contract with Alison Management Corp.
71	SpeedCast Australia Pty Limited	Alive Ops Pty Ltd	Contract with Alive Ops Pty Ltd
72	SpeedCast Australia Pty Limited	ALIVE OPS Pty Ltd (ALIVE YACHTING PROGRAM)	De-Activation Letter
73	Speedcast Cyprus Ltd.	ALIZIA NE	Contract with AAYZIA NE
74	SpeedCast Netherlands B.V.	Allseas	Service Order for Regional Airtime Plan and Hardware
75	SpeedCast Netherlands B.V.	Allseas	Service Order for the provision of upgraded Broadband Internet services.
76	SpeedCast Limited	Allseas	Service Order for Upgrade - Regional Airtime Plan and Hardware
77	SpeedCast Netherlands B.V.	Allseas	Service Order for Regional Airtime Plan and Hardware
78	SpeedCast Netherlands B.V.	Allseas	Service Order for Upgrade - Regional Airtime Plan and Hardware
79	Speedcast Cyprus Ltd.	ALLSEAS MARINE S.A	Contract with ALLSEAS MARINE S.A
80	SpeedCast Netherlands B.V.	Allseas Welding Services SA	Service Order for T11N Airtime Plan and Hardware
81	SpeedCast Netherlands B.V.	Allseas Welding Services SA	Service Order for the provision of upgraded Broadband internet services
82	SpeedCast Netherlands B.V.	Allseas Welding Services SA	Service Order for the provision of upgraded Broadband Internet services.
83	Speedcast Cyprus Ltd.	ALMI TANKERS S.A	Contract with ALMI TANKERS S.A
84	Globecom Europe B.V.	ALPHATRON MARINE B.V.	Non disclosure and confidentiality agreement
85	Evolution Communications Group Limited	Alphatron Marine B.V.	Sub-distribution Agreement
86	Speedcast Cyprus Ltd.	ALTOMARE S.A.	Contract with ALTOMARE S.A.
87	SpeedCast Australia Pty Limited	Amalgamated Telecom Holdings Limited	Master Services Agreement
88	Speedcast Cyprus Ltd.	AMALTHIA MARINE INC.	Contract with AMALTHIA MARINE INC.
89	Speedcast Cyprus Ltd.	AMANCIO SHIPPING CORP	Contract with AMANCIO SHIPPING CORP

Exhibit E-3

Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
90	SpeedCast Australia Pty Limited	Amcom Telecommunications Ltd	Customer Order for renewal of rack space at Perth Teleport (under MSA dated 20110917)
91	SpeedCast Australia Pty Limited	Amcom Telecommunications Ltd	Customer Order for renewal of rack space in Perth Teleport (under MSA dated 20110917)
92	SpeedCast Australia Pty Limited	Amcom Telecommunications Ltd	Service Order for rack space at Teleport (under MSA dated 20071117)
93	SpeedCast Australia Pty Limited	Amcom Telecommunications Ltd	Two Customer Orders for rack space in Perth Teleport (under MSA dated 20071117), second Service Order (pp3-4, same as SDA.0001.0007.0099) effective 20111201 until expiry 20121201
94	SpeedCast Australia Pty Limited	AMD Resources (formally Alluvial Minerals Ltd)	Service order for an upgrade to a new bandwidth plan and hardware.
95	SpeedCast Australia Pty Limited	AMD Resources (formally Alluvial Minerals Ltd)	Service order for an upgrade to a new bandwidth plan and hardware.
96	SpeedCast Australia Pty Limited	AMD Resources Limited	Service order for the renewal of satellite internet services.
97	SpeedCast Australia Pty Limited	AMD Resources Limited, Company Registration No ABN 74 602 696 873	Master Services Agreement Version 8.2.2015.
98	Speedcast Cyprus Ltd.	AMORYINOS EMMANIIL	Contract with AMOPI'INOΣ EMMANOYHA
99	SpeedCast Limited	AMPTC	Service order for the supply of a global coverage plan.
100	SpeedCast Limited	AMPTC	SpeedTalk™ Prepaid Voice Service Order Form.
101	CCI Services Corp.	Anadarko Cote dlvoire Block 528 Company	This is a supplemental description description of work
102	CCI Services Corp.	Anadarko Cote dlvoire Block 528 Company	This is a supplemental description of work to be performed under a Letter agreement between the Debtor and Counter Party.
103	CCI Services Corp.	Anadarko Cote dlvoire Block 528 Company	This is a supplemental description of work to be performed under a Letter Agreement entered into by the debtor and the counter party.
104	SpeedCast Communications, Inc.	Anadarko Petroleum Corporation	This is a fourth amendment to the Master Service Contract between Harris Caprock Communications and the Counterparty. The amendment deletes and modifies a range of provisions in the Contract.
105	SpeedCast Communications, Inc.	Anadarko Petroleum Corporation	This is a Master Services Agreement for the provision of telecommunications equipment and services.
106	SpeedCast Communications, Inc.	Anadarko Petroleum Corporation	This is a second amendment to the Master Service Contract between Harris Caprock Communications and the Counterparty. The amendment deletes and modifies a range of provisions in the Contract.
107	SpeedCast Communications, Inc.	Anadarko Petroleum Corporation	This is a supplemental description of work to be performed under a Master Service Contract entered into by the debtor and the counter party.
108	SpeedCast Communications, Inc.	Anadarko Petroleum Corporation	This is a third amendment to the Master Service Contract between Harris Caprock Communications and the Counterparty. The amendment deletes and modifies various provisions in the Contract.
109	SpeedCast Communications, Inc.	Anadarko Petroleum Corporation	This is a third amendment to the Master Service Contract between the Debtor and the Counterparty. The amendment deletes and modifies a range of provisions in the Contract.

Exhibit E-3

Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
110	SpeedCast Communications, Inc.	Anadarko Petroleum Corporation	This is Amendment 5 to the Master Service Contract entered into between the Debtor and the Counterparty. The Amendment changes all references in the Contract from Harris Caprock Communications to Speedcast Communications Inc.
111	SpeedCast Communications, Inc.	Anadarko Petroleum Corporation	This is an amendment to Schedule No 1 of the Master Services Agreement entered into between the Debtor and the Counter Party.
112	SpeedCast Communications, Inc.	Anadarko Petroleum Corporation	This is an amendment to Schedule No 2 of the Master Services Agreement entered into between the Debtor and the Counter Party.
113	SpeedCast Communications, Inc.	Anadarko Petroleum Corporation	This is an amendment to the Master Service Contract dated 1 June 2001 between the Debtor and the Counter Party. The amendment changes all references to Caprock Services Corp to Harris CapRock Communications Inc.
114	CapRock UK Limited	Anadrill International S.A.	Master Telecom Service Agreement (MTSA)
115	Hermes Datacommunications International Limited	Anadrill International S.A.	Local Country Agreement entered into the MTSA to request and obtain certain satellite telecommunication services
116	Hermes Datacommunications International Limited	Anadrill International S.A.	Local Country Agreement for Services
117	Speedcast Cyprus Ltd.	ANASTASI N. K 593 -MAKARINAS NIKOLAOS	Contract with ΑΝΑΣΤΑΣΗ Ν.Κ 593 -ΜΑΚΑΡΟΥΝΑΣ ΝΙΚΟΛΑΟΣ
118	Speedcast Cyprus Ltd.	ANBROS MARITIME S.A.	Contract with ANBROS MARITIME S.A.
119	SpeedCast Netherlands B.V.	Andreas Lemke	Service Order for Regional Shared Airtime Plan and Hardware
120	Speedcast Cyprus Ltd.	ANGELAKOS HELLAS SA	Contract with ANGELAKOS HELLAS SA
121	Speedcast Cyprus Ltd.	ANGLO EASTERN (LABUAN) LIMITED	Contract with ANGLO EASTERN (LABUAN) LIMITED
122	CapRock Communications Pte. Ltd.	Anglo Eastern Ship Management Ltd	Communications Service Proposal
123	SpeedCast Singapore Pte. Ltd.	Anglo Eastern Ship Management Ltd	Communication Service Proposal for VSAT Bandwith Upgrade
124	SpeedCast Singapore Pte. Ltd.	Angoil Bumi JV Limitada	Service Order
125	SpeedCast Singapore Pte. Ltd.	Angoil Bumi JV Limitada	Service Order for Airtime and Hardware services
126	SpeedCast Singapore Pte. Ltd.	Angoil Bumi JV Limitada	Deed of Novation in relation to Purchase Orders: 4500176052 & 4500183745
127	Speedcast Cyprus Ltd.	ANOSIS MARITIME SA	Contract with ANOSIS MARITIME SA
128	Speedcast Cyprus Ltd.	ANTIPAXOS SHIPPING CORPORATION	Contract with ANTIPAXOS SHIPPING CORPORATION
129	Evolution Communications Group Limited	AOS, Inc.	Sub-distribution Agreement for satellite technology
130	Evolution Communications Group Limited	AOS, Inc.	Non-disclosure agreement.
131	CCI Services Corp.	Apache Suriname 58 Corporation LDC	Service Order for Communication Products and Services
132	SpeedCast Singapore Pte. Ltd.	Apex Logistics International (S) Pte. Ltd.	Tax Invoice for the shipment of equipment
133	SpeedCast Singapore Pte. Ltd.	Apex Logistics International (S) Pte. Ltd.	Airfreight quotation
134	Telaurs Communications LLC	Apex Ship Management Pte Ltd	Contract with Apex Ship Management Pte Ltd
135	Speedcast Cyprus Ltd.	APEX TANKER SHIPMANAGEMENT	Contract with APEX TANKER SHIPMANAGEMENT

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Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
136	SpeedCast Australia Pty Limited	APT Satellite Company Ltd	Addendum to Teleport Services Agreement dated 7 November 2014 - Extension of term, amendment to fees and payment
137	SpeedCast Singapore Pte. Ltd.	Apta Solutions Pte Ltd	Activation Service Order
138	SpeedCast Singapore Pte. Ltd.	Apta Solutions Pte Ltd	Contract Proposal
139	SpeedCast Singapore Pte. Ltd.	Apta Solutions Pte Ltd	Service Order
140	SpeedCast Singapore Pte. Ltd.	Apta Solutions Pte Ltd	Service Order for Airtime and Hardware services
141	SpeedCast Limited	AquaSat Ptd Ltd	Addendum to Service Order.
142	SpeedCast Singapore Pte. Ltd.	AquaSat Pte Ltd	Service order for an upgrade.
143	SpeedCast Limited	AquaSat Pte Ltd	Service order.
144	SpeedCast Limited	AquaSat Pte Ltd	Contract for provision of FleetBroadband Single & Dual SIM Card Service Activation.
145	SpeedCast Netherlands B.V.	Ara Antwerpen	Service order.
146	SpeedCast Netherlands B.V.	Ara Antwerpen	This is a service order form delivered by SpeedCast Netherlands to ARA Antwerpen, in terms of which SpeedCast will provide certain services to ARA Antwerpen.
147	SpeedCast Netherlands B.V.	Ara Atlantis	Service Order for Regional Coverage Airtime Plan and Hardware
148	SpeedCast Netherlands B.V.	ARA Group	Quotation order confirmation for VSAT services for Hardware and Bandwith Services.
149	SpeedCast Netherlands B.V.	Ara Hamburg B.V.	Service Order for Global Coverage Airtime Plan and Hardware
150	SpeedCast Netherlands B.V.	ARA Liverpool c.v.	Service Order for Global Coverage Airtime Plan and Hardware
151	SpeedCast Netherlands B.V.	ARA Rotterdam c.v.	Service Order for Global Coverage Airtime Plan and Hardware
152	SpeedCast Netherlands B.V.	Ara Ship Management B.V.	Service Order for Global Coverage Airtime Plan and Hardware
153	SpeedCast Netherlands B.V.	Ara Shipping	Proposal quote for the provision of Hardware and Engineering Services.
154	SpeedCast Limited	Arab Maritime Petroleum Transport Company	Agreement for provision of Bandwidth Plan / Airtime Charges, Support Plan, Voice Services, Engineering Services, Equipment / Hardware and Others.
155	SpeedCast Limited	Arab Maritime Petroleum Transport Company	Renewal contract for bandwidth, voice, engineering and equipment rental services.
156	SpeedCast Limited	Arab Maritime Petroleum Transport Company	Renewal of agreement for provision of Bandwidth Plan / Airtime Charges, Support Plan, Voice Services, Engineering Services, Equipment / Hardware and Others.
157	Telaarus Communications LLC	Ares Ship Management	Contract with Ares Ship Management
158	Telaarus Communications LLC	Argenton E Soci SRL	Contract with Argenton E Soci SRL
159	Evolution Communications Group Limited	Argenton e Soci. S.R.L.	Invoice for MWC Voucher
160	Evolution Communications Group Limited	ARINC Incorporated	Purchase order for SKYDSL, remote terminal management fee, modem, freight, insurance and implementation costs.

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Customers

Item	Debtor	Contract Counterparty	Contract Description
161	Speedcast Cyprus Ltd.	ARION SHIPPING LTD	Contract with ARION SHIPPING LTD
162	Speedcast Cyprus Ltd.	ARISTON NAVIGATION CORP.	Contract with ARISTON NAVIGATION CORP.
163	SpeedCast Singapore Pte. Ltd.	Armada Cabaca Ltd	Service order for the renewal of a Regional Dedicated Airtime Plan and hardware.
164	Speedcast Cyprus Ltd.	AROANIA MARITIME SA	Contract with AROANIA MARITIME SA
165	NewCom International, Inc.	Ashton Brunswick Limited	Service order to upgrade satellite services.
166	SpeedCast Limited	Asia Satellite Telecommunications Company Limited	Service order for activation services.
167	SpeedCast Singapore Pte. Ltd.	Asia Works Singapore	Service order for telecommunication equipment.
168	Hermes Datacommunications International Limited	ASIX	Service Order for Speedcast 2-way Service Reactivation
169	SpeedCast Limited	ASIX Afghanistan	Agreement for the provision of satellite bandwidth services.
170	SpeedCast Limited	ASIX Afghanistan	Variation of agreement for provision of satellite bandwidth service.
171	SpeedCast Limited	ASIX Afghanistan	Renewal of agreement for provision of satellite bandwidth service.
172	SpeedCast Limited	ASIX Afghanistan	Variation of agreement for provision of satellite bandwidth service.
173	SpeedCast Limited	ASIX Afghanistan	Agreement for provision of Idirect Software VNO Licence (/MBPS)
174	SpeedCast Limited	ASIX Afghanistan	Agreement for provision of satellite bandwidth service.
175	SpeedCast Limited	ASIX Afghanistan	Variation of agreement for provision of satellite bandwidth service.
176	Globecomm Europe B.V.	Asl Al Iraq Telecom Ltd	Annex 1 Order Form
177	Speedcast Cyprus Ltd.	ASPIS M.C.P.Y.	Contract with ASPIS M.C.P.Y.
178	Speedcast Cyprus Ltd.	ASSO AETHRA NAVIGATION COMPANY LIMITED	Contract with ASSO AETHRA NAVIGATION COMPANY LIMITED
179	Speedcast Cyprus Ltd.	ASSO ARTEMIS NAVIGATION COMPANY LIMITED	Contract with ASSO ARTEMIS NAVIGATION COMPANY LIMITED
180	Speedcast Cyprus Ltd.	ASSO ATALANTI NAVIGATION COMPANY LIMITED	Contract with ASSO ATALANTI NAVIGATION COMPANY LIMITED
181	SpeedCast Australia Pty Limited	AST Telecom LLC	Tax Invoice for Wholesale VOIP Voice Traffic
182	Speedcast Cyprus Ltd.	ASTERIX YACHTING LIMITED	Contract with ASTERIX YACHTING LIMITED
183	Speedcast Cyprus Ltd.	ASTREA SHIPPING COMPANY	Contract with ASTREA SHIPPING COMPANY
184	Satellite Communications Australia Pty Ltd	Astrium Services Business Communications SAS	Services agreement to provide Teleport and VSAT services.
185	Globecomm Network Services Corporation	AT&T Corp	Amendment to Supplier agreement
186	Globecomm Network Services Corporation	AT&T Corp.	Purchase order for services and materials
187	Globecomm Network Services Corporation	AT&T Mobility II, LLC	Amendment to a Service Agreement
188	Globecomm Network Services Corporation	AT&T Service Inc.	Hardware Loan Agreement
189	Globecomm Network Services Corporation	AT&T Service Inc.	Resale Agreement

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Customers

Item	Debtor	Contract Counterparty	Contract Description
190	Globecomm Network Services Corporation	AT&T Service Inc.	Amendment to a Service Agreement
191	Globecomm Europe B.V.	Atalante I	Globecomm Europe Order with Atalante I
192	CapRock UK Limited	Atlantic Bulk Carriers Management Ltd	Maritime Services Agreement
193	Speedcast Cyprus Ltd.	ATLANTIC HERMES SHIPPING LTD	Contract with ATLANTIC HERMES SHIPPING LTD
194	SpeedCast Limited	Atlantic Hermes Shipping Ltd	Addendum to the contract for the supply of satellite communication services.
195	SpeedCast Limited	Atlantic Hermes Shipping Ltd	Addendum to the contract for the supply of services
196	SpeedCast Communications, Inc.	Atlantic Methanol Production Company	Contract with Atlantic Methanol Production Company
197	Speedcast Cyprus Ltd.	ATLANTIC ORION SHIPPING LIMITED	Contract with ATLANTIC ORION SHIPPING LIMITED
198	Evolution Communications Group Limited	Atlantic Radio Telephone Inc (Registration Number 591696793)	Confidentiality and non-disclosure agreement concerning information relating to the parties' operations.
199	Evolution Communications Group Limited	Atlantic Radio Telephone Inc (Registration Number 591696793)	Sub-Distribution Agreement for the counter party to market, promote and facilitate the distribution of products in those countries in which the counter party has an active sales channel.
200	Globecomm Europe B.V.	Atlantic Seatrade C.V.	Order for Provision of Telecommunication Services - 256/1280 Kbps MIR, CR 1:8, Global iDirect, and VoIP services
201	Speedcast Cyprus Ltd.	ATLANTIDES SHIPPING CO. LTD	Contract with ATLANTIDES SHIPPING CO. LTD
202	SpeedCast Australia Pty Limited	Atlas Iron Ltd	Purchase order for telecommunications equipment.
203	SpeedCast Australia Pty Limited	Atlas Iron Ltd	Purchase order for satellite services and equipment
204	SpeedCast Australia Pty Limited	Atlas Iron Ltd	Sales Quotation
205	SpeedCast Australia Pty Limited	Atlas Iron Pty Ltd	Official Proposal Quote
206	SpeedCast Australia Pty Limited	Atlas Iron Pty Ltd	Sales quotation for equipment
207	SpeedCast Australia Pty Limited	Atlas Iron Pty Ltd	Official Proposal Quote for supply of VSAT bandwidth
208	SpeedCast Australia Pty Limited	Atlas Iron Pty Ltd (ABN 63 110 396 168)	Purchase order for telecommunications equipment
209	SpeedCast Australia Pty Limited	Atlas Iron Pty Ltd (ABN 63 110 396 168)	Purchase order for satellite services and equipment
210	Speedcast Cyprus Ltd.	ATLAS MARINE S.A.	Contract with ATLAS MARINE S.A.
211	Speedcast Cyprus Ltd.	ATLAS MARITIME LTD.	Contract with ATLAS MARITIME LTD.
212	Speedcast Cyprus Ltd.	AUDACIOUS SHIPPING & TRADING S.A.	Contract with AUDACIOUS SHIPPING & TRADING S.A.
213	SpeedCast Communications, Inc.	Aurora Expeditions	Contract with Aurora Expeditions
214	SpeedCast Australia Pty Limited	Australia Pacific Training Coalition	Master Services Agreement
215	SpeedCast Australia Pty Limited	Australian Antarctic Division of the Department of the Environment and Energy, Commonwealth of Australia (ABN 34 190 894 983)	ICT Services Agreement for the provision of satellite communication services to the Australian Antarctic Division.
216	SpeedCast Australia Pty Limited	Australian Antarctic Division of the Department of the Environment and Energy, Commonwealth of Australia (ABN 34 190 894 983)	Deed of Variation of Services Agreement for the Provision of Satellite Communication Services to the Australian Antarctic Division.
217	SpeedCast Australia Pty Limited	Australian High Commission - Austrade Division	Service order for bandwidth.

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Customers

Item	Debtor	Contract Counterparty	Contract Description
218	SpeedCast Australia Pty Limited	Australian Pacific Training Coalition	Service order for internet services.
219	SpeedCast Australia Pty Limited	Australian Pacific Training Coalition	Service order for internet services.
220	SpeedCast Australia Pty Limited	Australian Private Networks Pty Ltd	Billing information for Australian Private Networks Pty Ltd
221	SpeedCast Australia Pty Limited	Australian Private Networks Pty Ltd	Implementation request form for Global Antenna
222	SpeedCast Netherlands B.V.	Auto Marine Transport (Siem Car Carriers)	service order.
223	SpeedCast Netherlands B.V.	Auto Marine Transport Inc.	Details of who invoices should be issued to.
224	Speedcast Cyprus Ltd.	AVIN INTERNATIONAL LTD	Contract with AVIN INTERNATIONAL LTD
225	Speedcast Cyprus Ltd.	AVIN INTERNATIONAL S.A.	Contract with AVIN INTERNATIONAL S.A.
226	SpeedCast Australia Pty Limited	AW + F Hill Transport P/L	Application for service activation of Iridium Satellite Handset
227	SpeedCast Communications, Inc.	Axelrod & Smith	Communications services agreement under which the Debtor is to provide total bandwidth, provisioned with commercial satellite capacity enabling VSAT Service, to the Customer in respect of its Covered Vessels.
228	NewCom International, Inc.	AXURE TECHNOLOGIES S.A.	Equipment and Installation Services
229	SpeedCast Netherlands B.V.	Axxess Marine	Service Order for Global Coverage Airtime Plan and Hardware
230	SpeedCast Netherlands B.V.	Axxess Marine	Service order for hardware
231	SpeedCast Limited	Axxess Marine	Notice from Debtor to Counterparty confirming successful activation of Counterparty's service
232	SpeedCast Limited	Axxess Marine	SpeedTalk Postpaid Service Activation Notification
233	SpeedCast Limited	Axxess Marine	Service order for airtime plan and hardware
234	SpeedCast Limited	Axxess Marine	Speedcast Promotion order form
235	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT suspend request for M/Y Madsummer (95m) (Suspend Date Dec 2, 2019 - 6 months)
236	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT Airtime Plan change request
237	SpeedCast Netherlands B.V.	Axxess Marine LLC	Activate Airtime Plan
238	SpeedCast Netherlands B.V.	Axxess Marine LLC	Dynamic Suspend option addition
239	SpeedCast Netherlands B.V.	Axxess Marine LLC	New Airtime Plan
240	SpeedCast Netherlands B.V.	Axxess Marine LLC	Suspend Airtime Plan
241	SpeedCast Netherlands B.V.	Axxess Marine LLC	Suspend Airtime Plan
242	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT activation request
243	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT suspend request
244	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT suspend request (Suspend Date Aug 3, 2018 for 6 months)
245	SpeedCast Netherlands B.V.	Axxess Marine LLC	Service Order for Airtime Plan and Hardware
246	SpeedCast Netherlands B.V.	Axxess Marine LLC	Airtime Plan Renewal
247	SpeedCast Netherlands B.V.	Axxess Marine LLC	Change Airtime Plan

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Customers

Item	Debtor	Contract Counterparty	Contract Description
248	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT Airtime Plan change request for M/Y Madsummer (95m)
249	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT Dynamic Suspend option purchase
250	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT re-activation request
251	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT re-activation request for M/Y Madsummer (95m)
252	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT re-activation request for M/Y Madsummer (95m) (Commission Date Oct 28, 2019)
253	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT re-activation request for M/Y Madsummer (95m) (Commission Date Sep 18, 2019)
254	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT suspend request for M/Y Madsummer (95m) (Suspend Date Feb 12, 2020)
255	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT suspend request for M/Y Madsummer (95m) (Suspend Date Jan 19, 2020 - 6 months)
256	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT suspend request for M/Y Madsummer (95m) (Suspend Date Nov 4, 2019 - 6 months)
257	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT suspend request for M/Y Madsummer (95m) (Suspend Date Oct 18, 2019 - 6 months)
258	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT suspend request for M/Y Madsummer (95m) (Suspend Date Sep 6, 2019 - 6 months)
259	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT suspend request for M/Y Madsummer (95m) (Suspend Date Nov 20, 2019 - 6 months)
260	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT re-activation request (Commission Date Jul 10, 2019)
261	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT re-activation request (Commission Date Mar 11, 2019)
262	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT re-activation request (Commission Date May 31, 2019)
263	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT re-activation request (Commission Date Jan 27, 2020)
264	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT suspend request (Suspend Date Apr 14, 2019 for 6 months)
265	SpeedCast Netherlands B.V.	Axxess Marine LLC	Airtime Plan Service Order
266	SpeedCast Netherlands B.V.	Axxess Marine LLC	GlobalFX activation request
267	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT re-activation request (Commission Date Aug 29, 2019)
268	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT re-activation request (Commission Date Feb 13, 2019)
269	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT re-activation request (re-activation from Apr 24, 2019)
270	SpeedCast Netherlands B.V.	Axxess Marine LLC	Option purchase
271	SpeedCast Netherlands B.V.	Axxess Marine LLC	Request to activate services for new airtime plan (commission date 22 January 2019)
272	SpeedCast Netherlands B.V.	Axxess Marine LLC	Request for activation of New Airtime Plan (commission date 20 October 2017)

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Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
273	SpeedCast Netherlands B.V.	Axxess Marine LLC	Request to change AirTime plan (change date 9 August 2019)
274	SpeedCast Netherlands B.V.	Axxess Marine LLC	Request to change provision of services (30 August 2019)
275	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT suspend request (6 months suspension from Jan 24, 2020)
276	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT suspend request (Suspend Date Jan 24, 2019 for 6 months)
277	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT suspend request (Suspend Date Jul 20, 2019 for 6 months).
278	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT suspend request (Suspend Date Jun 6, 2019 for 7 months)
279	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT suspend request (Suspend Date May 27, 2019 for 7 months)
280	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT suspend request (Suspend Date Sep 30, 2019 for 6 months)
281	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT suspend request (Suspend Date Feb 17, 2020 for 6 months)
282	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT change request
283	SpeedCast Netherlands B.V.	Axxess Marine LLC	Request to change provision of services
284	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT suspend request (Suspend Date Feb 28, 2018 for 6 months)
285	SpeedCast Netherlands B.V.	Axxess Marine LLC	Service Order
286	SpeedCast Netherlands B.V.	Axxess Marine LLC	Request to change provision of services
287	SpeedCast Netherlands B.V.	Axxess Marine LLC	VAST Airtime Plan Change Request for M/Y Apogee
288	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT Activation Request
289	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT Airtime Plan Change request for M/Y Apogee
290	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT activation request for M/Y Diamonds are Forever
291	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT re-activation request for M/Y Diamonds are Forever
292	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT suspend request for M/Y Entourage
293	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT suspend request for M/Y Entourage (3 month suspension from Oct 8, 2018)
294	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT Airtime Plan change request for M/Y Apogee
295	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT Airtime Plan change request for M/Y Bold
296	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT re-activation request for M/Y Bold
297	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT re-activation request for M/Y Entourage
298	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT suspend request for M/Y Bold
299	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT suspend request for M/Y Diamonds are Forever
300	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT suspend request for M/Y Entourage

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Customers

Item	Debtor	Contract Counterparty	Contract Description
301	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT suspend request for M/Y Entourage (6 month suspension from 16/03/2020).
302	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT suspend request for M/Y Entourage (8 month suspension from 2 May 2020).
303	SpeedCast Netherlands B.V.	Axxess Marine LLC	Change to services plan
304	SpeedCast Netherlands B.V.	Axxess Marine LLC	Change to services plan (Change Date Aug 4, 2018)
305	SpeedCast Netherlands B.V.	Axxess Marine LLC	Change to services plan (Change Date Dec 3, 2018)
306	SpeedCast Netherlands B.V.	Axxess Marine LLC	Change to services plan (Change Date Feb 10, 2019)
307	SpeedCast Netherlands B.V.	Axxess Marine LLC	GlobalFX re-activation request
308	SpeedCast Netherlands B.V.	Axxess Marine LLC	GlobalFX suspend request
309	SpeedCast Netherlands B.V.	Axxess Marine LLC	GlobalFX activation request
310	SpeedCast Netherlands B.V.	Axxess Marine LLC	Request for activation of service provision
311	SpeedCast Netherlands B.V.	Axxess Marine LLC	Request for activation of service provision (Commission date 1 Feb 2017)
312	SpeedCast Netherlands B.V.	Axxess Marine LLC	Request for re-activation of service provision (Commission Date Jul 21, 2019)
313	SpeedCast Netherlands B.V.	Axxess Marine LLC	Request to change provision of services (7 August 2019)
314	SpeedCast Netherlands B.V.	Axxess Marine LLC	Request to change provision of services (Change Date Dec 16, 2019)
315	SpeedCast Netherlands B.V.	Axxess Marine LLC	Request to change provision of services (Change Date Feb 23, 2019)
316	SpeedCast Netherlands B.V.	Axxess Marine LLC	Request to change provision of services (Change Date Feb 5, 2019)
317	SpeedCast Netherlands B.V.	Axxess Marine LLC	Request to change provision of services (Change Date Jan 10, 2019)
318	SpeedCast Netherlands B.V.	Axxess Marine LLC	Request to change provision of services (Change Date Jan 25, 2020)
319	SpeedCast Netherlands B.V.	Axxess Marine LLC	Request to change provision of services (Change Date Nov 8, 2019)
320	SpeedCast Netherlands B.V.	Axxess Marine LLC	Request to change provision of services (Change Date Oct 2, 2019)
321	SpeedCast Netherlands B.V.	Axxess Marine LLC	Request to change provision of services (Change Date Sep 18, 2018)
322	SpeedCast Netherlands B.V.	Axxess Marine LLC	Request to change provision of services (Change Date Sep 22, 2019)
323	SpeedCast Netherlands B.V.	Axxess Marine LLC	Request to change provision of services (Change Date Sep 28, 2019)
324	SpeedCast Netherlands B.V.	Axxess Marine LLC	Request to change services plan (Change Date Feb 14, 2019)
325	SpeedCast Netherlands B.V.	Axxess Marine LLC	Request to reactivate services (Commission Date Apr 12, 2019)

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Customers

Item	Debtor	Contract Counterparty	Contract Description
326	SpeedCast Netherlands B.V.	Axxess Marine LLC	Service order for a plan change relating to Broadband Internet and VoIP services.
327	SpeedCast Netherlands B.V.	Axxess Marine LLC	Service Order for the activation and provision of Broadband Internet and VoIP services
328	SpeedCast Netherlands B.V.	Axxess Marine LLC	Service Order for the activation and provision of Broadband internet and VoIP services.
329	SpeedCast Netherlands B.V.	Axxess Marine LLC	Service Order for the change in Broadband Internet and VoIP services plan
330	SpeedCast Netherlands B.V.	Axxess Marine LLC	Service Order for the processing of a Broadband Internet and VoIP services plan change request
331	SpeedCast Netherlands B.V.	Axxess Marine LLC	Service Order for the reactivation and provision of Broadband Internet and VoIP services
332	SpeedCast Netherlands B.V.	Axxess Marine LLC	Service Order for the reactivation and provision of Broadband Internet and VoIP services.
333	SpeedCast Netherlands B.V.	Axxess Marine LLC	Service Order for the reactivation of Broadband Internet and VoIP services
334	SpeedCast Netherlands B.V.	Axxess Marine LLC	Service Order for the reactivation of Broadband internet and VoIP services.
335	SpeedCast Netherlands B.V.	Axxess Marine LLC	Service Order for the suspension of Broadband Internet and VoIP services
336	SpeedCast Netherlands B.V.	Axxess Marine LLC	Service Order for the suspension of Broadband Internet and VoIP Services.
337	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT activation request for Broadband Internet and VoIP services
338	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT Airtime Plan change reques
339	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT DynamicSuspend option purchase
340	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT re-activation request for M/Y Madsummer (95m) (reactivation from Feb 22, 2020)
341	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT re-activation request for M/Y Madsummer (95m) (reactivation from Feb 3, 2020)
342	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT re-activation request for M/Y Madsummer (95m) (re-activation from Nov 23, 2019)
343	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT re-activation request for M/Y Madsummer (95m) (re-activation from Nov 7, 2019)
344	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT suspension request
345	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT suspension request (Suspend Date Jan 5, 2020 for 18 months)
346	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT suspension request (Suspend Date Jul 30, 2019 for 12 months)
347	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT suspension request (Suspend Date Nov 3, 2019)
348	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT suspension request (Suspend Date Nov 5, 2018 - 6 months)
349	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT suspension request (Suspend Date Oct 17, 2019 - 27 months)

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Item	Debtor	Contract Counterparty	Contract Description
350	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT suspension request (Suspend Date Jan 8, 2018 for 6 months)
351	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT activation request for M/Y Bold
352	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT Airtime Plan change request for M/Y Apogee
353	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT re-activation request
354	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT re-activation request for M/Y Entourage
355	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT suspend request
356	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT suspend request for M/Y Bold
357	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT suspend request for M/Y Diamonds are Forever
358	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT suspend request for M/Y Entourage
359	SpeedCast Netherlands B.V.	Axxess Marine LLC	Activate Airtime Plan
360	SpeedCast Netherlands B.V.	Axxess Marine LLC	Activation request for and provision of Internet and VoIP services.
361	SpeedCast Netherlands B.V.	Axxess Marine LLC	Activation request for Internet services
362	SpeedCast Netherlands B.V.	Axxess Marine LLC	Dynamic Suspend option addition
363	SpeedCast Netherlands B.V.	Axxess Marine LLC	GlobalFX suspend request
364	SpeedCast Netherlands B.V.	Axxess Marine LLC	Service order for a plan change relating to Broadband Internet and VoIP services.
365	SpeedCast Netherlands B.V.	Axxess Marine LLC	Service Order for Airtime Plan and Hardware
366	SpeedCast Netherlands B.V.	Axxess Marine LLC	Service Order for the activation and provision of Broadband Internet and VoIP services.
367	SpeedCast Netherlands B.V.	Axxess Marine LLC	Service Order for the re-activation of Broadband Internet and VoIP services
368	SpeedCast Netherlands B.V.	Axxess Marine LLC	Service Order for the reactivation of Broadband Internet and VoIP services.
369	SpeedCast Netherlands B.V.	Axxess Marine LLC	Service Order for the suspension of Broadband Internet and VoIP services.
370	SpeedCast Netherlands B.V.	Axxess Marine LLC	Suspend Airtime Plan
371	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT activation request
372	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT activation request for M/Y Lady Sura
373	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT activation request for M/Y LuLu
374	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT Airtime Plan change request
375	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT Airtime Plan change request for M/Y Madsummer (95m)
376	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT change request
377	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT Dynamic Suspend option purchase for M/Y Lady Sura
378	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT re-activation request

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Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
379	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT re-activation request (Commission Date May 20, 2020)
380	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT re-activation request for M/Y LuLu
381	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT suspend request
382	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT suspend request for M/Y LuLu
383	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT suspension request
384	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT suspension request (Suspend Date Mar 21, 2020 for 18 months)
385	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT suspension request (Suspend Date May 15, 2020 - 20 months)
386	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT terminate request
387	SpeedCast Netherlands B.V.	Axxess Marine LLC	VSAT re-activation request
388	SpeedCast Limited	Axxess marine LLC	Activation of services
389	SpeedCast Limited	Axxess marine LLC	SpeedTalk Postpaid Service Activation Notification
390	SpeedCast Limited	AZ Communications Network Inc	Agreement appointing Counter Party to act as authorised sales distributor of Debtor.
391	SpeedCast Limited	AZ Communications Network, Inc.	Variation (upgrade) of agreement for provision of bandwidth VSAT services (SIAP (iDirect)).
392	Hermes Datacommunications International Limited	Azerbaijan International Operating Co.	Purchase order agreement for te provision of satellite trasmission service for REP VSAT communication
393	SpeedCast Singapore Pte. Ltd.	Azsat Global Sdn. Bhd	'Proposal cum Contract' for bandwidth and equipment services.
394	SpeedCast Singapore Pte. Ltd.	Azsat Global Sdn. Bhd	Service order for bandwidth.
395	SpeedCast Singapore Pte. Ltd.	Azsat Global Sdn. Bhd	Service order for satellite services.
396	SpeedCast Singapore Pte. Ltd.	Azsat Global Sdn. Bhd.	Purchase order for telecommunications equipment.
397	SpeedCast Netherlands B.V.	Baggermaatschappij Boskalis B.V.	Purchase order
398	SpeedCast Netherlands B.V.	Baggermaatschappij Boskalis B.V.	Service Order for Airtime Plan and Hardware
399	SpeedCast Communications, Inc.	Baker Atlas	Master agreement for the provision of certain telecommunications services.
400	SpeedCast Australia Pty Limited	Baker Huges	Service Order
401	SpeedCast Australia Pty Limited	Baker Huges Oilfield Operations Inc	Proposal and emails relating to the provision of VSAT Connectivity for Land Rig in Queensland, Australia. Appears from email that electronically signed by Speedcast but unable to confirm.
402	SpeedCast Australia Pty Limited	Baker Huges PNG Limited	Purchase order for the provision of ethernet equipment. Delivery date is 2016/05/06. Parties have entered into a Framework Agreement which has not been provided.
403	SpeedCast Australia Pty Limited	Baker Huges PNG Limited	Service delivery acceptance and extension of services on previously agreed terms and conditions. Delivery date is 20/11/2016.
404	Hermes Datacommunications International Limited	Baker Hughes a GE Company (BHGE)	Communications Service Proposal for upgrade options.

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Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
405	SpeedCast Communications, Inc.	Baker Hughes a GE Company (BHGE)	Order Form for the North America/South America Satellite Communication System. Email communication attached.
406	NewCom International, Inc.	Baker Hughes de Colombia	Non-Disclosure Agreement with Baker Hughes de Colombia.
407	CapRock Comunicações do Brasil Ltda.	Baker Hughes do Brasil Ltda.	Equipment Rental Services
408	CapRock Comunicações do Brasil Ltda.	Baker Hughes do Brasil Ltda.	Managed Satellite Communication Services
409	SpeedCast Communications, Inc.	Baker Hughes Incorporated	Satellite service agreement for the provision of remote satellite connectivity in the Europe geography.
410	SpeedCast Communications, Inc.	Baker Hughes Incorporated	Master agreement for the provision of certain telecommunications services.
411	SpeedCast Communications, Inc.	Baker Hughes Incorporated	Master agreement for the provision of certain telecommunications services.
412	SpeedCast Communications, Inc.	Baker Hughes Limited	Satellite Service Agreement 1(C) for the provision of remote connectivity services in the Europe/North Africa geography.
413	Hermes Datacommunications International Limited	Baker Hughes Oilfield Operations Inc.	Service order for services in Libya
414	Hermes Datacommunications International Limited	Baker Hughes Oilfield Operations Inc.	Service Order for Services in UAE
415	SpeedCast Communications, Inc.	Baker Hughes Oilfield Operations Inc.	Services agreement for the provision of satellite services.
416	SpeedCast Australia Pty Limited	Baker Hughes Oilfield Operations Inc.	Letter of Proposal and Order Form for the North America/South America Satellite Communication System.
417	CapRock UK Limited	Baker Hughes Oilfield Operations, Inc.	Master services agreement for the provision of certain services.
418	SpeedCast Communications, Inc.	Baker Hughes Oilfield Operations, Inc.	Letter of agency in relation to an agreement for the provision of certain telecommunications managed services.
419	SpeedCast Communications, Inc.	Baker Hughes Oilfield Operations, Inc.	This is a letter from Harris CapRock to Baker Hughes which terminates a master agreement between Baker Hughes and Schlumberger Technology Corporation (which was purchased by the Harris Corporation).
420	CapRock UK Limited	Baker Hughes Oilfield Operations, Inc.	Amendment to the Master Service Agreement for the provision of satellite communication services.
421	SpeedCast Communications, Inc.	Baker Hughes Oilfield Operations, Inc.	Amendment 02 to Satellite Service Agreement 1(A) for the provision of remote connectivity services in the Europe geography.
422	SpeedCast Communications, Inc.	Baker Hughes Oilfield Operations, Inc.	Amendment to the Satellite Service Agreement 1(C) for the provision of remote connectivity services in the Europe / North Africa geography.
423	SpeedCast Communications, Inc.	Baker Hughes Oilfield Operations, Inc.	Amendment to the Satellite Service Agreement 1(E) for the provision of remote connectivity services in the Canada geography.
424	SpeedCast Communications, Inc.	Baker Hughes Oilfield Operations, Inc.	Amendment to the Satellite Service Agreement 3(A) for the provision of remote connectivity services in the CCSAM geography.
425	SpeedCast Communications, Inc.	Baker Hughes Oilfield Operations, Inc.	Amendment to the Satellite Service Agreement for the provision of remote connectivity services in the North American geography.
426	SpeedCast Communications, Inc.	Baker Hughes Oilfield Operations, Inc.	Satellite Service Agreement 3(A) for the provision of remote connectivity services in the CCSAM geography.

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Customers

Item	Debtor	Contract Counterparty	Contract Description
427	SpeedCast Australia Pty Limited	Baker Hughes PNG Limited	Service Order
428	Globecomm Europe B.V.	Baltic Seatrade CV	Order for Telecommunication Services
429	SpeedCast Netherlands B.V.	Bam Pro Connect B.V.	Service Order for Regional plan for 24 months, no T&Cs attached
430	SpeedCast Netherlands B.V.	Bam Pro Connect B.V.	Service Contract for new Regional plan for 24 months, no T&Cs attached
431	SpeedCast Netherlands B.V.	Bam Pro Connect B.V.	Service Order for Global plan for "up to 1 week", no T&Cs attached
432	SpeedCast Netherlands B.V.	Bam Pro Connect B.V.	Service Order for Regional plan for 12 months, no T&Cs attached
433	SpeedCast Netherlands B.V.	Bam Pro Connect B.V.	Service Order for Regional plan for 24 months, no T&Cs attached.
434	SpeedCast Limited	Bampro	Service Activation Notification
435	SpeedCast Netherlands B.V.	Bampro Connect	Service Order for new Regional Shared plan for 12 months, not T&Cs attached
436	SpeedCast Netherlands B.V.	Bampro Connect	Service Order for new Regional Shared plan for 24 months
437	SpeedCast Netherlands B.V.	Bampro Connect	Service Order for Regional Shared plan for 12 months
438	SpeedCast Netherlands B.V.	Bampro Connect	Service Order for Regional Shared plan for 12 months, no T&Cs attached
439	SpeedCast Netherlands B.V.	Bampro Connect	Service Order for Regional Shares plan for 12 months
440	SpeedCast Netherlands B.V.	Bampro Connect	Service Order for upgrade Regional Shared "per week to week", no T&Cs attached
441	Globecomm Europe B.V.	Bampro Connect	Service Order for Regional Shared plan for 12 months, no T&Cs attached
442	SpeedCast Netherlands B.V.	Bampro Connect B.V.	Service Order for "Upgrade" to Global Coverage plan "until further notice", with 1 month marked,
443	SpeedCast Netherlands B.V.	Bampro Connect B.V.	Service Order for new "Regional Shared" plan for 12 months, no T&Cs attached
444	SpeedCast Netherlands B.V.	Bampro Connect B.V.	Service Order for Regional Shared plan for "Suspension" without clear term, no T&Cs attached
445	SpeedCast Netherlands B.V.	Bampro Connect B.V.	Service Order for new Global Coverage plan for month to month
446	SpeedCast Netherlands B.V.	Bampro Connect B.V.	Service Order for new Global Coverage plan for month to month, no T&Cs attached
447	SpeedCast Netherlands B.V.	Bampro Connect B.V.	Service Order for Regional Shared plan for 24 months, no T&Cs attached
448	SpeedCast Limited	Bampro Marin NV	Service Activation Notification
449	SpeedCast Netherlands B.V.	Bampro Marine	Service Order for downgrade Regional Shared plan for 10.86 months
450	SpeedCast Netherlands B.V.	Bampro Marine	Service Order for downgrade Regional Shared plan for 10.86 months, no T&Cs attached
451	SpeedCast Netherlands B.V.	Bampro Marine	Service Order for downgrade to Global Coverage plan, marked "MTM downgrade", presumably "month to month"

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Customers

Item	Debtor	Contract Counterparty	Contract Description
452	SpeedCast Netherlands B.V.	Bampro Marine	Service Order for Global Coverage plan for 12 months, no T&Cs attached
453	SpeedCast Netherlands B.V.	Bampro Marine	Service order for new Regional Shared plan for 12 months, no T&Cs attached
454	SpeedCast Netherlands B.V.	Bampro Marine	Service Order for renewal for Global Coverage for "month to month", no T&Cs attached
455	SpeedCast Netherlands B.V.	Bampro Marine	Service Order for suspension of Regional Shared plan for 4 months
456	SpeedCast Netherlands B.V.	Bampro Marine	Service Order for upgrade Global Coverage plan "month to month", not T&Cs attached
457	SpeedCast Netherlands B.V.	Bampro Marine	Service Order for upgrade Regional Shared plan for "Month per month", no T&Cs attached
458	SpeedCast Netherlands B.V.	Bampro Marine	Service Order for upgrade Regional Shared plan for 12 months, no T&Cs attached
459	SpeedCast Netherlands B.V.	Bampro Marine	Service Contract for Global Coverage plan for 36 months
460	SpeedCast Netherlands B.V.	Bampro Marine	Service order for airtime plan
461	SpeedCast Netherlands B.V.	Bampro Marine	Service Order for Regional Shared plan for 36 months, no T&Cs attached
462	SpeedCast Netherlands B.V.	Bampro Marine	Services Contract for beam activation Global Coverage plan for 36 months, no T&Cs attached
463	SpeedCast Limited	Bampro Marine	Service Activation Notification
464	SpeedCast Limited	Bampro Marine	Service Activation Notification for vessel M/Y Lars
465	SpeedCast Netherlands B.V.	Bampro Marine B.V.	Service Order for an Airtime Plan.
466	Globecomm Network Services Corporation	Bank of America, N.A.	Agreement to amend the General Services Agreement between Globecomm Network Services Corporation and Bank of America (CW495538)
467	Globecomm Network Services Corporation	Bank of America, N.A.	General Services Agreement whereby Globecomm Network Services Corporation performs to Bank of America, various Services as described in each applicable Order.
468	SpeedCast Australia Pty Limited	Bank of South Pacific	Service order for activation services.
469	SpeedCast Australia Pty Limited	Bank of South Pacific Limited	Service Order Form for VSAT installation
470	SpeedCast Australia Pty Limited	Bank of South Pacific Limited	Indicative Quotation for VSAT hardware, and other services.
471	SpeedCast Australia Pty Limited	Bank of South Pacific PNG	Service order for activation services.
472	SpeedCast Australia Pty Limited	Bank of South Pacific PNG (BSP)	Service order form for VSAT
473	SpeedCast Limited	Bank of South Pacific PNG (BSP)	service order.
474	Speedcast Cyprus Ltd.	BARACUDA YACHTING LIMITED	Contract with BARACUDA YACHTING LIMITED
475	Speedcast Cyprus Ltd.	BARIBA CORPORATION	Contract with BARIBA CORPORATION
476	Speedcast Cyprus Ltd.	BAY FERRIES MANAGEMENT LTD	Contract with BAY FERRIES MANAGEMENT LTD
477	SpeedCast Limited	Beijing Acumen Trade Promotion Development Co Ltd	Service Orders for the provision of hardware. Service order RD01_HK1_SPEE_D181664 is dated 2020/03/02, and the term is 2020/03/03 - 2020/05/02. Subject to terms and conditions and MSA not provided.

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Customers

Item	Debtor	Contract Counterparty	Contract Description
478	CCI Services Corp.	Beijing Acumen Trade Promotion Development Co. Ltd	Service Order
479	SpeedCast Limited	Beijing Highlander Digital Technology Co. Ltd	Distribution Service Order
480	SpeedCast Limited	Beijing Highlander Digital Technology Co. Ltd	Service Order
481	SpeedCast Limited	Beijing Highlander Digital Technology Co. Ltd	Distribution Service Order
482	SpeedCast Limited	Beijing Huankun Technology Co.,Ltd.	Service Order for Global Coverage Airtime Plan and Hardware
483	SpeedCast Limited	Beijing Ruifeng Communication Equipment United Co., Ltd	FleetBroadband Single SIM Card Service Activation Request
484	Speedcast Cyprus Ltd.	BEKS GEMI ISLETMECILIGI VE TIC A.S.	Contract with BEKS GEMI ISLETMECILIGI VE TIC A.S.
485	Telaarus Communications LLC	BEKS Gemi Isletmeciligi VE Ticaret AS	Contract with BEKS Gemi Isletmeciligi VE Ticaret AS
486	SpeedCast Singapore Pte. Ltd.	Belait Shipping Co (B) Sdn Bhd	Service Order
487	SpeedCast Singapore Pte. Ltd.	Belait Shipping Co. (B) SDN. BHD.	Amended Purchase Order
488	SpeedCast Singapore Pte. Ltd.	Belait Shipping Co. (B) SDN. BHD.	Purchase Order
489	SpeedCast Singapore Pte. Ltd.	Belait Shipping Co. (B) Sendirian Berhad	Quotation for Belait CSS2 - Provision of Satellite Communication Services - Commercial Proposal
490	SpeedCast Australia Pty Limited	Bemobile (Solomon Island) Limited (1-62547)	Amendment to Service Agreement.
491	SpeedCast Australia Pty Limited	Bemobile Limited	Service Order
492	SpeedCast Australia Pty Limited	Bemobile Limited	Amendment to Service Agreement.
493	SpeedCast Australia Pty Limited	Bemobile Limited	Service Agreement
494	SpeedCast Australia Pty Limited	BeMobile Papua New Guinea	Master Services Agreement
495	Speedcast Cyprus Ltd.	BENJAMIN MARITIME S.A	Contract with BENJAMIN MARITIME S.A
496	Speedcast Cyprus Ltd.	BERNHARD SCHULTE SHIPMANAGEMENT (SINGAPORE) PTE L	Contract with BERNHARD SCHULTE SHIPMANAGEMENT (SINGAPORE) PTE L
497	Speedcast Cyprus Ltd.	BERNHARD SCHULTE SHIPMANAGEMENT (CYPRUS) LTD	Contract with BERNHARD SCHULTE SHIPMANAGEMENT (CYPRUS) LTD
498	Speedcast Cyprus Ltd.	BERNHARD SCHULTE SHIPMANAGEMENT HELLAS SPPLLC	Contract with BERNHARD SCHULTE SHIPMANAGEMENT HELLAS SPPLLC
499	SpeedCast Singapore Pte. Ltd.	Bharti International Singapore Pte Ltd	Service order.
500	SpeedCast Singapore Pte. Ltd.	Bharti International Singapore Pte Ltd	Service order.
501	SpeedCast Communications, Inc.	BHP Billiton Petroleum	Master Services Agreement
502	SpeedCast Communications, Inc.	BHP Billiton Petroleum	Letter of Proposal - Changes to Services Charges
503	SpeedCast Communications, Inc.	BHP Billiton Petroleum	Schedule to Commercial Agreement for Goods and/o Services
504	SpeedCast Communications, Inc.	BHP Billiton Petroleum	Schedule to Commercial Agreement for Goods and/or Services
505	CapRock Communications (Australia) Pty Ltd	BHP Billiton Petroleum (Australia) Pty Ltd	Addendum No 1 to the BHP MSA Schedule No. 3-1W3VOP "AUS-TDMA CLOUD" dated 22 July 2015
506	CapRock Communications (Australia) Pty Ltd	BHP Billiton Petroleum (Australia) Pty Ltd	Addendum No 2 to the BHP MSA Schedule No. 3-1W3VOP "AUS-TDMA CLOUD" dated 22 July 2015

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Item	Debtor	Contract Counterparty	Contract Description
507	CapRock Communications (Australia) Pty Ltd	BHP Billiton Petroleum (Australia) Pty Ltd	Schedule No. 3-1W3VOP "AUS-TDMA CLOUD" to Commercial Agreement for Goods and/or Services
508	SpeedCast Communications, Inc.	BHP Billiton Petroleum (Australia) Pty. Ltd.	Commercial agreement
509	SpeedCast Communications, Inc.	BHP Billiton Petroleum (Deepwater) Inc.	Amendment
510	SpeedCast Communications, Inc.	BHP Billiton Petroleum (Deepwater) Inc.	Master Services Agreement
511	SpeedCast Communications, Inc.	BHP Billiton Petroleum (Deepwater), Inc.	Contract Agreement
512	SpeedCast Communications, Inc.	BHP Billiton Petroleum (Deepwater), Inc.	Schedule to Commercial Agreement for Goods and/or Services
513	SpeedCast Communications, Inc.	BHP Billiton Petroleum (Deepwater), Inc.	Schedule
514	CapRock Communications (Australia) Pty Ltd	BHP Billiton Petroleum Pty Ltd	Changed Purchase Order 4507198301
515	Speedcast Cyprus Ltd.	BINGLE MARINE SA	Contract with BINGLE MARINE SA
516	SpeedCast Australia Pty Limited	Bismarck Ramu Group	Master Services Agreement
517	SpeedCast Australia Pty Limited	Bismarck Ramu Group	Service Order for Airtime Plan Activation
518	Hermes Datacommunications International Limited	BKE Shelf Ltd	Contract for the supply of space segment
519	Hermes Datacommunications International Limited	BKE Shelf Ltd	Contract for the supply of IT services for the maintenance of the customer's voice and data communications.
520	Hermes Datacommunications International Limited	BKE Shelf Ltd	Amendment 2 to C-BKEShelf-SpaceSegment-TurkmenAlem-March 2019 to extend term of the contract.
521	Hermes Datacommunications International Limited	BKE Shelf Ltd	Amendment 2 to contract C-BKEShelf-March 2019-Rig-ASB-Services regarding expiry date.
522	Hermes Datacommunications International Limited	BKE Shelf Ltd	Amendment to contract C-BKEShelf-SpaceSegment-TurkmenAlem-March 2019 regarding operating costs.
523	Hermes Datacommunications International Limited	BKE Shelf Ltd	Amendment to contract REF C-BKEShelf March 2019-Rig-ASB-Services regarding labor rates.
524	SpeedCast France SAS	BLOOSAT	Service Order
525	Speedcast Cyprus Ltd.	BLOSSOM MARITIME CORPORATION	Contract with BLOSSOM MARITIME CORPORATION
526	Speedcast Cyprus Ltd.	BLUE PLANET SHIPPING LTD	Contract with BLUE PLANET SHIPPING LTD
527	Speedcast Cyprus Ltd.	BLUE SAND MARITIME COPR.	Contract with BLUE SAND MARITIME COPR.
528	Speedcast Cyprus Ltd.	BLUE SEAS CHARTERING CORPORATION B.V	Contract with BLUE SEAS CHARTERING CORPORATION B.V
529	SpeedCast Australia Pty Limited	Bluesky Cook Islands Ltd	Service order to upgrade bandwidth (poor quality scan, start and end dates appear to be 20.6.19 - 19.6.19)
530	Speedcast Cyprus Ltd.	BLUEWATER YACHTING	Contract with BLUEWATER YACHTING
531	SpeedCast Australia Pty Limited	BMobile (Solomon Islands) Limited	Master Services Agreement incorporating General terms and Conditions for service.
532	SpeedCast Limited	Boeing Australia	Quote for the supply of short-term satellite bandwidth
533	SpeedCast Limited	Boeing Australia	Quotation for the supply of short-term satellite bandwidth
534	SpeedCast Limited	Boeing Australia	Quotation for the supply of short-term satellite bandwidth

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Item	Debtor	Contract Counterparty	Contract Description
535	SpeedCast Australia Pty Limited	Boeing Defence Australia	purchase order for the supply of short-term satellite bandwidth.
536	SpeedCast Australia Pty Limited	Boeing Defence Australia	purchase order for the supply of capacity services.
537	Globecomm Europe B.V.	Bohemia Yacht Experience LTD	Globecomm Europe Order
538	Globecomm Europe B.V.	Bohemia Yacht Experience LTD	Globecomm Europe Order Form
539	Globecomm Europe B.V.	Bohemia Yacht Experience Ltd.	Order Form
540	Globecomm Europe B.V.	Bohemia Yacht Experience Ltd.	Equipment Order Form
541	Globecomm Europe B.V.	Bohemia Yacht Experience Ltd.	Order Form
542	Globecomm Europe B.V.	Bohemia Yacht Experience Ltd.	Contract with Bohemia Yacht Experience Ltd.
543	Speedcast Cyprus Ltd.	BOLARO SHIPPING ENTERPRISES LTD	Contract with BOLARO SHIPPING ENTERPRISES LTD
544	SpeedCast Norway AS	Bold Tern Ltd	Master Services Agreement for provision of Global Telecommunications Services
545	Speedcast Cyprus Ltd.	Book Advisory Services Ltd	Contract with Book Advisory Services Ltd
546	SpeedCast Norway AS	Borr Drilling	Communications Service Proposal
547	SpeedCast Norway AS	Borr Drilling Management AS	Purchase order for configuration management system
548	SpeedCast Norway AS	Borr Mist Ltd	Communications Service Proposal
549	SpeedCast Limited	Boskalis	Service Order for Global Coverage Airtime Plan and Hardware
550	SpeedCast Limited	Bourbon Offshore	Pricing summary for the provision of existing leased line upgrade of bandwidth between Nelco Teleport and RIL.
551	SpeedCast Communications, Inc.	Bourbon Offshore	Tender Response Update for the provision of satellite communication related services including detailed pricing for bandwidth and hardware rental.
552	SpeedCast Limited	Bourbon Offshore Asia Pte Ltd	Service Order
553	CapRock Comunicações do Brasil Ltda.	Bourbon Offshore Maritima S.A	Telecommunication Services
554	SpeedCast Limited	Bourbon Offshore MMI	Speedcast Field Engineering Work Pack providing detailed work log performed at HADAR site signed by the customer.
555	CapRock Communications Pte. Ltd.	Bourbon Offshore MMI DMCEST	Service Order for the provision of satellite services including bandwidth, VSAT back up and hardware lease for the vessel/platform Bourbon 806.
556	SpeedCast Limited	Bourbon Offshore MMI DMCEST	2 Service Orders for the provision of satellite services including bandwidth and VSAT hardware for the vessel/platform Explorer 515.
557	SpeedCast Limited	Bourbon Offshore MMI DMCEST	Service Order for the provision of satellite services including bandwidth and VSAT hardware for the vessel/platform HADAR.
558	SpeedCast Limited	Bourbon Offshore MMI DMCEST	Service Order for the upgrade of satellite services including bandwidth and VSAT hardware for the vessel/platform The Southern Ocean.
559	SpeedCast Limited	Bourbon Offshore MMI DMCEST	Service Order for upgrade of satellite services including bandwidth and hardware for the vessel/platform Boubon 806.

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Item	Debtor	Contract Counterparty	Contract Description
560	SpeedCast Limited	Bourbon Offshore MMI DMCEST	Service Order renewal for the provision of satellite services including bandwidth and VSAT hardware for the vessel/platform Southern Ocean.
561	CapRock Communications Pte. Ltd.	Bourbon Offshore MMI DMCEST	Service Billing Notification
562	Hermes Datacommunications International Limited	BP Exploration (Caspian Sea) Limited (404347)	Amendment 1 to Contract for the provision of Satellite Space Allocation for VSAT Links for Baku Tbilisi Ceyhan and Western Route Export Pipeline
563	Hermes Datacommunications International Limited	BP Exploration (Caspian Sea) Limited (404347)	Amendment 2 to Contract for the provision of Satellite Space Allocation for VSAT Links for Baku Tbilisi Ceyhan and Western Route Export Pipeline
564	Hermes Datacommunications International Limited	BP Exploration (Caspian Sea) Limited (404347)	Master Contract for Provision of Satellite Space Allocation for VSAT Links for Baku Tbilisi Ceyhan and Western Route Export Pipeline
565	CapRock UK Limited	BP Exploration Operating Co Ltd	Communications Service Proposal to BP for the renewal of Terrestrial services and Ovia internet access, subject to the terms and conditions of Master Services Agreement BP00171125.
566	CapRock UK Limited	BP Exploration Operating Company Limited	Purchase order for the provision of an OPNet connection, pursuant to Master Agreement #BP01486264.
567	Globecomm Europe B.V.	Brands LT 161 B.V	Order form
568	Globecomm Europe B.V.	Brands LT 162 B.V	Order Form
569	CapRock Comunicações do Brasil Ltda.	Brasdril Sociedade de Perfuracoes Ltda.	Circuit downgrade onboard Ocean Valor and Ocean Courage
570	SpeedCast Singapore Pte. Ltd.	Brave Royal Ship Management (BD) Limited	Proposal Cum Contract for the provision of satellite communication services.
571	Telaurs Communications LLC	Brave Royal Ship Management (BD) Ltd	Contract with Brave Royal Ship Management (BD) Ltd
572	SpeedCast Norway AS	Brave Tern Ltd	Amendment to Schedule to Master Services Agreement dated 17 December 2018 for provision of Telecommunications Services
573	SpeedCast Norway AS	Brave Tern Ltd	Schedule to Master Services Agreement dated 17 December 2018 for provision of Telecommunications Services
574	Globecomm Europe B.V.	Braveheart Marine	Service order
575	Speedcast Cyprus Ltd.	BRAZEN SHIPPING & TRADING S.A.	Contract with BRAZEN SHIPPING & TRADING S.A.
576	Telaurs Communications LLC	Briese Schiffahrts GmbH & Co. KG	Contract with Briese Schiffahrts GmbH & Co. KG
577	Globecomm Europe B.V.	Briese Schiffahrts GmbH & Co. KG	Master Services Agreement, not attaching annexures with specific details
578	Globecomm Europe B.V.	Briese Schiffahrts GmbH & Co. KG	Order Form for Se@flex VSAT Ku Band Service for 48 months
579	Globecomm Europe B.V.	Briese Schiffahrts GmbH & Co. KG	Notice of Assignment of Briese Schiffahrts Order Forms to Telaurs Communications LLC
580	SpeedCast Limited	Brilliant Performance Co., Ltd	Activation Request
581	SpeedCast Limited	Brilliant Performance Co., Ltd	Provision of Maritime Services
582	SpeedCast Limited	Brilliant Performance Co., Ltd	Contract Proposal
583	SpeedCast Limited	Brilliant Performance Co., Ltd.	Activation Request

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Item	Debtor	Contract Counterparty	Contract Description
584	SpeedCast Norway AS	Bristow Group Inc.	Schedule/Service of Work for internet services
585	CapRock UK Limited	Bristow Helicopters Limited	Schedule to the search and rescue agreement setting out recurring fees and installation charges.
586	CapRock UK Limited	Bristow Helicopters Limited	Updated Schedule to the search and rescue agreement
587	CapRock UK Limited	Bristow Helicopters Limited	Amendment to schedule .0004 allowing for reduction in the price of 2Mb Ethernet services along with the monthly charge
588	CapRock UK Limited	Bristow Helicopters Limited	Amendment to schedule for the reduction of price for the 2Mb Ethernet Services
589	CapRock UK Limited	Bristow Helicopters Limited	Amendment to the schedule No.0006 for the reduction price of 2Mb Ethernet Services
590	CapRock UK Limited	Bristow Helicopters Limited	Amendment to the Service order agreement to the services. equipment, pricing and monthly fee found in schedule .0008
591	CapRock UK Limited	Bristow Helicopters Limited	Amendment to Schedule 7 to modify the Service, Equipment, Pricing and Monthly Recurring Charge
592	CapRock UK Limited	Bristow Helicopters Limited	Amendment to the Service order agreement to add additional satellite broadband services along with a 100GB plan.
593	CapRock UK Limited	Bristow Helicopters Limited	Amendment to the Service order agreement to modify the schedule to acknowledge E1 card purchase.
594	CapRock UK Limited	Bristow Helicopters Limited	Amendment of the Service order agreement to cancel specific sites
595	SpeedCast Singapore Pte. Ltd.	British Telecom	Contract for teleport services, amendment to uplink service to AS5 and IS-19 and email correspondence.
596	SpeedCast Australia Pty Limited	Broadcasting and Publications Authority	Service Order
597	SpeedCast Australia Pty Limited	Broadcasting and Publications Authority	Master Services Agreement
598	SpeedCast Australia Pty Limited	Brooke and Simon King	Service order for satellite services and equipment.
599	SpeedCast Limited	BT Singapore Pte Ltd	Service Order in relation to satellite bandwidth.
600	SpeedCast Limited	BT Singapore Pte. Ltd	Speedcast 2-way Service Order
601	SpeedCast Communications, Inc.	Bue Marine Turkmenistan Ltd	Purchase order
602	Speedcast Cyprus Ltd.	BULKSEAS MARINE MANAGEMENT S.A.	Contract with BULKSEAS MARINE MANAGEMENT S.A.
603	SpeedCast Singapore Pte. Ltd.	Bumi Armada Berhad	Deed of Novation in relation to Purchase Orders: 4500176052 & 4500183745
604	SpeedCast Singapore Pte. Ltd.	Bumi Armada UK Limited	Service Order
605	SpeedCast Australia Pty Limited	Bungala One Operations Pty Ltd as trustee	Broadband Internet and VoIP Service - Application Form
606	SpeedCast Australia Pty Limited	Bungala One Operations Pty Ltd as Trustee of the Bungala One Operations Trust (ACN 614 425 660)	Speedcast Broadband Application Form – Updated Terms and Conditions.
607	SpeedCast Australia Pty Limited	Bungala One Property Pty Ltd as Trustee of the Bungala One Property Trust (ACN 614 425 651)	Speedcast Broadband Application Form – Updated Terms and Conditions.
608	SpeedCast Australia Pty Limited	Bungala Two Operations Pty Ltd as Trustee of (ABN 77 292 664 630)	F205e—SpeedcastBroadbandApplicationForm—UpdatedTerms andConditions.
609	SpeedCast Australia Pty Limited	Bungala Two Operations Pty Ltd as trustee of Bungala Two Operations Trust (ABN 77 292 664 630)	Broadband Internet and VoIP Service- Application Form

Exhibit E-3

Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
610	SpeedCast Australia Pty Limited	Bungala Two Property Pty Ltd as Trustee of Bungala Two Property Trust (ABN 63 402 255 784)	Contract with Bungala Two Property Pty Ltd as Trustee of Bungala Two Property Trust (ABN: 63 402 255 784)
611	Hermes Datacommunications International Limited	Buried Hill Serdar Limited	Provision of maintenance and support services in respect of the LAN equipment within Buried Hill Serdar's offices.
612	Hermes Datacommunications International Limited	Buried Hill Serdar Limited	Provision of maintenance and support services in respect of the LAN equipment within Buried Hill Serdar's offices.
613	Hermes Datacommunications International Limited	Buried Hill Serdar Limited	Amendment 1 to BHS/Hermes/SLA/Jan2019 regarding duration of the contract and the escalation points of contact.
614	NewCom International, Inc.	BusinessCom BusinessCom CZ Spol. S.R.O.	Master Services Agreement for VSAT Services and Equipment
615	SpeedCast Australia Pty Limited	BusinessCom CZ spol S.R.O	Service Order Form
616	SpeedCast Australia Pty Limited	BusinessCom CZ spol. s r.o.	Service order agreement for activation of remote satellite
617	SpeedCast Limited	BusinessCom CZ spol. s r.o.	Service Order
618	CapRock Communications Pte. Ltd.	BW Maritime Pte Ltd	Maritime Services Agreement between CapRock Communications Pte Ltd and BW Maritime Pte Ltd
619	CapRock Communications Pte. Ltd.	BW Maritime Pte Ltd	Maritime Services Agreement between CapRock Communications Pte Ltd and BW Maritime Pte Ltd
620	SpeedCast Australia Pty Limited	By Light Professional IT Services Inc	Service Order
621	SpeedCast Australia Pty Limited	By Light Professional IT Services LLC	Purchase Order
622	Speedcast Cyprus Ltd.	C 78960 EDELWEISS YACHTING LTD GREEK BRANCH	Contract with C 78960 EDELWEISS YACHTING LTD GREEK BRANCH
623	SpeedCast Communications, Inc.	C&J Eneryg Services Inc.	Master Services Agreement.
624	SpeedCast Netherlands B.V.	C.V. Hoven Shipping	Service Order for the activation and provision of Broadband Internet services.
625	SpeedCast Netherlands B.V.	C.V. Hoven Shipping	SpeedMail+ order form for the activation and provision of Internet services.
626	Speedcast Cyprus Ltd.	CALDREN CORP. LIMITED	Contract with CALDREN CORP. LIMITED
627	Speedcast Cyprus Ltd.	CALIBER MARITIME S.A	Contract with CALIBER MARITIME S.A
628	Speedcast Cyprus Ltd.	CALYPSO MARINE CO. LTD.	Contract with CALYPSO MARINE CO. LTD.
629	Speedcast Cyprus Ltd.	CAPITAL SHIP MANAGEMENT CORP.	Contract with CAPITAL SHIP MANAGEMENT CORP.
630	Speedcast Cyprus Ltd.	CAPITAL SHIP MANAGEMENT CORP.	Contract with CAPITAL SHIP MANAGEMENT CORP.
631	Speedcast Cyprus Ltd.	CAPITAL-EXECUTIVE SHIP MANAGEMENT CORP.	Contract with CAPITAL-EXECUTIVE SHIP MANAGEMENT CORP.
632	SpeedCast Australia Pty Limited	Capricorn Copper	Service Order
633	SpeedCast Australia Pty Limited	Capricorn Copper Pty Ltd	Master Service Agreement
634	SpeedCast Communications, Inc.	CapRock UK Ltd.	Service Order Form
635	NewCom International, Inc.	Cap-Sat Technologies	Master Services Agreement and order for provision of satellite services and equipment.
636	NewCom International, Inc.	Carbon Decisions International	Contract for the provision os satellite telecommunications services allowing the transmission and reception of data, voice, video and transactional operations.

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Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
637	SpeedCast Australia Pty Limited	Care International in PNG	Master Services Agreement and Service Order.
638	Speedcast Cyprus Ltd.	CARIBE TANKERS INC	Contract with CARIBE TANKERS INC
639	Speedcast Cyprus Ltd.	Carisbrooke Shipping Ltd	Contract with Carisbrooke Shipping Ltd
640	Maritime Communication Services, Inc.	Carnival Corporation	Amendment No 2 to Master Agreement for Communication Services
641	Maritime Communication Services, Inc.	Carnival Corporation	Amendment No 2 to Master Agreement for Communications Services
642	Maritime Communication Services, Inc.	Carnival Corporation	Master Agreement for Communication Services
643	Maritime Communication Services, Inc.	Carnival Corporation	Master Agreement for Communication Services
644	Speedcast Cyprus Ltd.	CARRAS (HELLAS) S.A.	Contract with CARRAS (HELLAS) S.A.
645	Hermes Datacommunications International Limited	Caspian Driller PTE Ltd	Contract for the supply of space segment
646	Hermes Datacommunications International Limited	Caspian Driller PTE Ltd	Amendment to agreement for the supply of VSAT connectivity
647	Speedcast Cyprus Ltd.	CASSIOPEIA SHIPMANAGEMENT (CYPRUS) LTD	Contract with CASSIOPEIA SHIPMANAGEMENT (CYPRUS) LTD
648	SpeedCast Australia Pty Limited	Catholic Diocese of Wewak	Service order for satellite services.
649	NewCom International, Inc.	CATV TECHNOLOGY, LLC	Service Agreement
650	SpeedCast Communications, Inc.	CB&I Inc.	Confidentiality Agreement
651	Globecomm Network Services Corporation	CBS Corporation	Amended and Restated Network Services Contract between Globecomm Systems Inc. and Showtime Networks Inc.
652	SpeedCast Norway AS	Cegal	Communications service proposal - for Offshore Nigeria
653	SpeedCast Norway AS	Cegal	Communications service proposal for Offshore Nigeria
654	SpeedCast Norway AS	Cegal	Communications service proposal for the provision of VSAT communications
655	SpeedCast Norway AS	Cegal	Proposal for Communications Service
656	SpeedCast Australia Pty Limited	Cenpacnet Inc.	Service Order
657	SpeedCast Australia Pty Limited	Cenpacnet Inc.	Service order for satellite services.
658	SpeedCast Australia Pty Limited	Cenpacnet Inc.	Service Order
659	SpeedCast Australia Pty Limited	Cenpacnet Inc.	Service Order
660	SpeedCast Australia Pty Limited	Central Australia Health Service (ABN 59 410 835 751)	General Purchase Order
661	Speedcast Cyprus Ltd.	CENTURY BULK CARRIERS MANAGEMENT CO	Contract with CENTURY BULK CARRIERS MANAGEMENT CO
662	NewCom International, Inc.	Century Link Colombia S.A.	Contract for the provision of telecommunications and related services.
663	Hermes Datacommunications International Limited	CeTel GmbH	Purchase Order for Managed Services
664	Maritime Communication Services, Inc.	CH2M Facility Support Services Inc. dba CH2M HILL Polar Services	Purchase order for satellite services.
665	Speedcast Cyprus Ltd.	CHANDRIS (HELLAS) INC.	Contract with CHANDRIS (HELLAS) INC.
666	Speedcast Cyprus Ltd.	CHARTERWELL MARITIME S.A	Contract with CHARTERWELL MARITIME S.A

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Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
667	Speedcast Cyprus Ltd.	CHARTWORLD MARITIME MANAGEMENT CORP.	Contract with CHARTWORLD MARITIME MANAGEMENT CORP.
668	Speedcast Cyprus Ltd.	CHARTWORLD SHIPPING CORP.MARSHALL ISLANDS	Contract with CHARTWORLD SHIPPING CORP.MARSHALL ISLANDS
669	SpeedCast Norway AS	CHC Helikopter Service AS	Proposal for communications services to be provided.
670	Globecomm Europe B.V.	Chellaram Shipping (Hong Kong) Limited	Order for communication services
671	Globecomm Europe B.V.	Chellaram Shipping (Hong Kong) Limited	Order for communication services to Chellaram Shipping (Hong Kong) Limited
672	Globecomm Europe B.V.	Chellaram Shipping (Hong Kong) Limited	Amendment to contract
673	Globecomm Europe B.V.	Chellaram Shipping (Hong Kong) Limited	Globecomm VSAT services to Chellaram Shippin
674	Globecomm Europe B.V.	Chellaram Shipping (Hong Kong) Limited	Order for network services
675	SpeedCast Netherlands B.V.	Chemgas Shipping B V	Service Order for Airtime Plan - Change of modem
676	SpeedCast Netherlands B.V.	Chemgas Shipping B V	Service Order for Airtime Plan - Renewal
677	SpeedCast Netherlands B.V.	Chemgas Shipping B V	Service Order for Airtime Plan - Renewal.
678	SpeedCast Communications, Inc.	Chevron	Email chain between Parties, not a contract.
679	SpeedCast Communications, Inc.	Chevron	Service proposal for telecommunications service.
680	SpeedCast Australia Pty Limited	Chevron	Field Engineering Work Pack regarding install of ESD system and commissioning of communications on the C-Band antenna.
681	CapRock Communications (Australia) Pty Ltd	Chevron Australia	Telecommunications Services Proposal for lease of teleport rack space.
682	SpeedCast Australia Pty Limited	Chevron Australia Pty Ltd (ABN 29 086 197 757)	Contractor Services Contract. C982738
683	SpeedCast Australia Pty Limited	Chevron Australia Pty Ltd (ABN 29 086 197 757)	Amendment No 1 (Novation) to Contractor Services Contract No. C982738 now C1460702.
684	SpeedCast Australia Pty Limited	Chevron Australia Pty Ltd (ABN 29 086 197 757)	Amendment No 2 to Contractor Services Contract C1460702.
685	SpeedCast Australia Pty Limited	Chevron Australia Pty Ltd (ABN 29 086 197 757)	Amendment No 3 to Contractor Services Contract
686	SpeedCast Australia Pty Limited	Chevron Australia Pty Ltd (ABN 29 086 197 757)	SR 1283458 O1 58500 000
687	SpeedCast Australia Pty Limited	Chevron Australia Pty Ltd (ABN 29 086 197 757)	SR 1290048 O1 58500 000
688	SpeedCast Australia Pty Limited	Chevron Australia Pty Ltd (ABN 29 086 197 757)	SR 1290964 O1 58500 000
689	SpeedCast Australia Pty Limited	Chevron Australia Pty Ltd (ABN 29 086 197 757)	SR 1291045 O1 58500 000
690	SpeedCast Communications, Inc.	Chevron North America Exploration and Production	Amendment 01 to Master Contract Services and Equipment
691	SpeedCast Communications, Inc.	Chevron North America Exploration and Production	Amendment No 3 to Master Contract for Services and Equipment
692	SpeedCast Communications, Inc.	Chevron North America Exploration and Production	Master Contract for Services and Equipment
693	SpeedCast Australia Pty Limited	Chevron PKI	Field Engineering Work Pack regarding work performed to antenna on Barrow Island, Australia.
694	SpeedCast Australia Pty Limited	Chevron PKI	Speedcast Field Engineering Work Pack (including timesheet)
695	SpeedCast Communications, Inc.	Chevron U.S.A Inc	Work order for telecommunication services.

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Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
696	SpeedCast Communications, Inc.	Chevron U.S.A Inc. acting through its division Chevron North America Exploration and Production Company	Work Order to provide communication services
697	SpeedCast Communications, Inc.	Chevron U.S.A Inc. acting through its division Chevron North America Exploration and Production Company	Contractor Service Contract
698	SpeedCast Communications, Inc.	Chevron U.S.A Inc. dba Chevron North America Exploration and Production Company	Amendment to a service contract
699	SpeedCast Communications, Inc.	Chevron U.S.A. Inc., through its division Chevron North America Exploration and Production Company	Contractor Service Contract
700	SpeedCast Communications, Inc.	Chevron U.S.A. Inc., through its division Chevron North America Exploration and Production Company	Service Order
701	SpeedCast Limited	China LNG Shipping (International)	Card service Activation Request Effective December 1,2018 and Service Order
702	SpeedCast Limited	China LNG Shipping (International)	Service Order
703	SpeedCast Limited	China LNG Shipping (International)	Speedtalk Prepaid Order Form
704	SpeedCast Limited	China LNG Shipping (International) Co. Ltd	Service Order for the provision of hardware. Subject to terms and conditions and MSA not provided.
705	SpeedCast Limited	China LNG Shipping (International) Co. Ltd	Service Order for the provision of hardware. Subject to Terms and Conditions and MSA which are not provided.
706	SpeedCast Limited	China LNG Shipping (International) Co., Ltd	Addendum to Sales Order Form of Min Lu dated May 6, 2019.
707	SpeedCast Limited	China Telecom Satellite Communications	Service Order
708	Speedcast Cyprus Ltd.	CHIOS NAVIGATION (HELLAS) LTD	Contract with CHIOS NAVIGATION (HELLAS) LTD
709	Globecomm Network Services Corporation	Chisholm Communications Group, LLC	Order for Communication Equipment
710	Globecomm Network Services Corporation	Chisholm Communications Group, LLC	Order for Communication Equipment
711	Speedcast Cyprus Ltd.	CHLOE SHIPPING SA	Contract with CHLOE SHIPPING SA
712	SpeedCast Australia Pty Limited	Christmas Island District School	Bandwidth Rearrangement Service Order
713	SpeedCast Australia Pty Limited	Christmas Island School	Internet Connectivity Proposal
714	Speedcast Cyprus Ltd.	CHRONOS SHIPPING CO LTD	Contract with CHRONOS SHIPPING CO LTD
715	CapRock UK Limited	Chrysaor (UK) Britannia Ltd	Purchase Order
716	SpeedCast Limited	Chunghwa Telecom Co. Ltd International Business Group	Seacast Distributor Agreement.
717	SpeedCast Norway AS	CIMC Offshore AS	Purchase Order for the provision of a monthly recurring service.
718	SpeedCast Norway AS	CIMC Offshore AS	Purchase Order
719	SpeedCast Norway AS	CIMC Offshore AS	Purchase Order
720	NewCom International, Inc.	Cine Click	Service agreement
721	SpeedCast Singapore Pte. Ltd.	CinemaWorld (Asia) Pte Ltd	Service order.
722	Telaurus Communications LLC	Ciner Gemi Acenta	Contract with Ciner Gemi Acenta
723	Speedcast Cyprus Ltd.	CINER SHIPMANAGEMENT SA	Contract with CINER SHIPMANAGEMENT SA
724	Evolution Communications Group Limited	Cinetcomm LLC	Tax invoice for our of bundle usage for billing periods August 2018 and September 2019

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Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
725	SpeedCast Limited	Cipta Persada Interaktif	Service Order for remote site
726	SpeedCast Australia Pty Limited	Civdale Pty Ltd	Application for Service Activation
727	SpeedCast Limited	CJRE Maritime Pty Ltd	Service Order for Regional Shared Airtime Plan and Hardware
728	SpeedCast Australia Pty Limited	CJRE Maritime Pty Ltd (ABN 29 125 716 761)	Broadband Internet and VOIP Service - Application Form
729	SpeedCast Australia Pty Limited	CJSC Kumtor Gold Company	Variation 2 to Satellite Bandwidth Service Agreement - Schedule 1 and 2 (Contract and Variation 1 not in document)
730	SpeedCast Australia Pty Limited	CJSC Kumtor Gold Company	Variation 4 to Satellite Bandwidth Service Agreement - Schedule 1 and 2 (Contract and Variations 1 to 3 not in document)
731	SpeedCast Australia Pty Limited	CJSC Kumtor Gold Company	Variation 5 to Satellite Bandwidth Service Agreement - Schedule 2 (Contract and Variations 1 to 4 not included)
732	SpeedCast Australia Pty Limited	CJSC Kumtor Gold Company	Satellite Bandwidth Service Agreement
733	SpeedCast Australia Pty Limited	Classic Engineering and Construction Limited	Service order for satellite services.
734	SpeedCast Australia Pty Limited	Clifton Hills Pastoral Co (ABN 32 723 518 968)	Broadband Internet and VoIP Service Application Form.
735	SpeedCast Australia Pty Limited	Clifton Hills Pastoral Co (ABN 32 723 518 968)	Application form broadband and VoIP services.
736	CapRock UK Limited	CNOOC	Communications Service Proposal for 4G LTE and VSAT
737	CapRock UK Limited	CNOOC Petroleum Europe Limited	Service order for telecom services
738	Hermes Datacommunications International Limited	CNPC International Ltd	VSAT Link rental and Maintenance Service Contract.
739	Hermes Datacommunications International Limited	CNPC International Ltd	Contract Amendment.
740	Hermes Datacommunications International Limited	CNPC International Ltd	Supplement Agreement No. 2 to the Contract No. L-18-10
741	SpeedCast Netherlands B.V.	Codralux S.A.	Purchase Order for VSAT Service dated 20190916 referring to attached previous Service Agreement between Speedcast Ltd and JAN DE NUL GROUP (Sofidra SA) executed 20150624
742	Speedcast Cyprus Ltd.	COEMOS SHIPPING CO. S.A.	Contract with COEMOS SHIPPING CO. S.A.
743	SpeedCast Australia Pty Limited	Collgar Wind Farm Pty Ltd (ABN 27 130 586 088)	Broadband Internet and VoIP Service Application Form.
744	NewCom International, Inc.	Colombia Telecomunicaciones S.A. ESP	Contract for the provision of telecommunications and related services.
745	SpeedCast Norway AS	Color Line AS	Maintenance Agreement
746	SpeedCast Norway AS	Color Line AS	Purchase of communication services for Color Carrier
747	SpeedCast Norway AS	Color Line AS	Purchase of communication
748	SpeedCast Norway AS	Color Line AS	Agreement for the purchase of software and equipment for communication services
749	NewCom International, Inc.	Columbus Networks USA 2015, Inc.	NewCom Service Agreement for the Services: downlink services for various satellites/polarizations, Internet Access, Collocation Space and technical support
750	Globecomm Network Services Corporation	Comcast Cable Communications Management LLC	Network Services Contract
751	Globecomm Network Services Corporation	Comcast Cable Communications Management, LLC	First Amendment to Network Services Contract
752	NewCom International, Inc.	Comcel S.A	Service Order for transport of goods.

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Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
753	SpeedCast Australia Pty Limited	Commonwealth of Australia as represented by Geoscience Australia	Letter of Extension addressed to SpeedCast International and executed by Speedcast Australia Pty Ltd, for the provision of Remote Very Small Aperture Terminal (VSAT) services.
754	SpeedCast Australia Pty Limited	Commonwealth of Australia as represented by Geoscience Australia	Commonwealth contract for engineering design consultancy services.
755	SpeedCast Australia Pty Limited	Commonwealth of Australia as represented by Geoscience Australia	Letter of Extension addressed to SpeedCast International and executed by Speedcast Australia Pty Ltd, for the provision of Remote Very Small Aperture Terminal (VSAT) services.
756	SpeedCast Australia Pty Limited	Commonwealth of Australia as represented by Geoscience Australia	Contract variation form, amendment #1
757	SpeedCast Australia Pty Limited	Commonwealth of Australia as represented by Geoscience Australia	Commonwealth contract for the provision of telecommunications services.
758	SpeedCast Australia Pty Limited	Commonwealth of Australia as represented by Geoscience Australia ABN 80 091 799 039	Contract for the provision of Remote Very Small Aperture Terminal (VSAT) telecommunications services, including a separately executed confidentiality deed.
759	SpeedCast Australia Pty Limited	Commonwealth of Australia represented by Geoscience Australia ABN 80 091 799 039	Deed of Variation to the Head Agreement dated 11 June 2010 for the provision of satellite communication services.
760	SpeedCast Australia Pty Limited	Commonwealth of Australia represented by the Department of Foreign Affairs and Trade (DFAT) (ABN 47 065 634 52)	Master Services Agreement (satellite and internet bandwidth for transmission or re-transmission of telecommunications traffic).
761	SpeedCast Australia Pty Limited	Commonwealth of Australia represented by the Department of Foreign Affairs and Trade ABN 47 065 634 52	Master Services Agreement Version 8.2.2015.
762	SpeedCast Australia Pty Limited	Commonwealth of Australia, Department of the Prime Minister and Cabinet	Letter of variation of Satellite Communications Services: request of exercising option to extend the contract.
763	SpeedCast Australia Pty Limited	Commonwealth of Australia, Department of the Prime Minister and Cabinet	Letter of variation of Satellite Communications Services: request of exercising option to extend the contract.
764	SpeedCast Australia Pty Limited	Commonwealth of Australia, Department of the Prime Minister and Cabinet	Variation of Satellite Communication Services contract.
765	CapRock UK Limited	Compagnie dOperations Petrolieres Schlumberger	Purchase order to rent satellite equipment.
766	CapRock UK Limited	Compagnie DOperations Petrolieres Schlumberger (Company Number B 612 012 427)	Local Country Agreement entered into the MTSA to request and obtain certain satellite telecommunication services
767	CapRock UK Limited	Compagnie DOperations Petrolieres Schlumberger (Company Number B 612 012 427)	Contract with Compagnie D'Operations Petrolieres Schlumberger (Company Number B 612 012 427)
768	SpeedCast Netherlands B.V.	COMRULE NIG LTD	Service Order for Regional Shared plan for 12 months, no T&Cs attaches
769	SpeedCast Netherlands B.V.	COMRULE NIG LTD	Service Order for Global Coverage plan for 12 months, no T&Cs attached
770	SpeedCast Netherlands B.V.	COMRULE NIG LTD	Service Order for Regional Shared plan for 12 months, no T&Cs attached.
771	SpeedCast Netherlands B.V.	COMRULE NIG LTD	Service Order for 12 months, no standard T&Cs attached
772	SpeedCast Netherlands B.V.	COMRULE NIG LTD	Service Order for Global Coverage plan, does not attach T&Cs
773	SpeedCast Netherlands B.V.	COMRULE NIG LTD	Service Order for Regional Shared plan for 12 months, not attaching T&Cs
774	SpeedCast Netherlands B.V.	COMRULE NIG LTD	Service Order for Regional Shared plan for 12 months,T&Cs not attached.

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Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
775	SpeedCast Netherlands B.V.	COMRULE NIG LTD	Service Order for Regional Shared plan for 24 months, no T&Cs attached.
776	SpeedCast Netherlands B.V.	COMRULE NIG LTD	Service Order for "suspension", possibly suspending provision of services for 6 months, no T&Cs attached
777	NewCom International, Inc.	Comsoft GmbH	Amendment #1 Service Agreement for the implementation, operation and maintenance of satellite communication systems in the American,
778	NewCom International, Inc.	Comsoft Satellite Services GmbH	Amendment #1 Service Agreement for the implementation, operation and maintenance of satellite communication systems in the American,
779	SpeedCast Australia Pty Limited	Comtech Services Ltd	Service Order
780	SpeedCast Limited	Comtech Services Ltd	Service Order
781	NewCom International, Inc.	Comunicacion Celular S.A COMCEL S.A.	Contract for the procurement of transport services.
782	NewCom International, Inc.	Comunicacion Celular S.A. Comecel S.A.	Contract for the granting of satellite transport capacities.
783	SpeedCast Australia Pty Limited	Condor Energy	Service order.
784	SpeedCast Australia Pty Limited	Condor Energy	Service order.
785	SpeedCast Australia Pty Limited	Condor Energy Services Ltd (ABN 35 153 250 670)	Broadband Internet and VoIP Service Application Form.
786	SpeedCast France SAS	Congorep	Service Order Confirmation
787	SpeedCast Australia Pty Limited	Conoco Phillips Australia Pty Ltd (ABN 86 092 288 3776)	Master Goods and Services Agreement.
788	SpeedCast Australia Pty Limited	ConocoPhillips(03-12) PtyLtd (ABN 73 064 963 346)	High Speed Satellite Telecommunications Contract Amendment
789	CapRock UK Limited	ConocoPhillips	Proposal to ConocoPhillips for the provision of VSAT communications services for Transocean 712
790	CapRock UK Limited	ConocoPhillips (UK) Limited	Purchase Order
791	CapRock UK Limited	ConocoPhillips (UK) Limited	Purchase Order - Services for Transocean 712
792	SpeedCast Australia Pty Limited	ConocoPhillips Australia	High Speed Satellite Telecommunications Contract Amendment.
793	Speedcast Cyprus Ltd.	CONSOLIDATED MARINE MANAG INC	Contract with CONSOLIDATED MARINE MANAG INC
794	SpeedCast Communications, Inc.	Constellation Networks	Contract with Constellation Networks
795	SpeedCast Communications, Inc.	Constellation Networks Corporation	Master Services Agreement.
796	SpeedCast Communications, Inc.	Constellation Networks Corporation	Schedule No.00002 of the Master Services Agreement.
797	Speedcast Cyprus Ltd.	CONTESSA MARINE S.A	Contract with CONTESSA MARINE S.A
798	Speedcast Cyprus Ltd.	CONTSHIPS MANAGEMENT INC	Contract with CONTSHIPS MANAGEMENT INC
799	SpeedCast Australia Pty Limited	Coral Expeditions	Purchase Order Confirmation for Hardware
800	CapRock Communications (Australia) Pty Ltd	Coral Expeditions	Services proposal for satellite services
801	Speedcast Cyprus Ltd.	Coral marine limited	Contract with Coral marine limited
802	Speedcast Cyprus Ltd.	CORAL SEA SHIPPING S.A.	Contract with CORAL SEA SHIPPING S.A.
803	Globecomm Europe B.V.	Cornelsen & Partner	Email from Globecomm about change of Iridium Handheld Plans

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Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
804	Globecomm Europe B.V.	Cornelsen & Partner Yacht Consulting GmbH	Email relating to Satcom contract for Atalante I
805	Globecomm Europe B.V.	Cornelsen & Partner Yacht Consulting GmbH	Email relating to Satcom contract for SY Atalante.
806	Globecomm Europe B.V.	Cornelsen & Partner Yacht Consulting GmbH	Email providing quotes.
807	Globecomm Europe B.V.	Cornelsen & Partner Yacht Consulting GmbH	Email
808	Globecomm Europe B.V.	Cornelsen Partner	Email regarding New Immarsat FB Plans for onboard Atalante.
809	Globecomm Europe B.V.	Cornelsen Partner	Contract with Cornelsen Partner
810	Globecomm Europe B.V.	Cornelsene Partner	Registration for Service Activation
811	Speedcast Cyprus Ltd.	CORSO HOLDINGS LIMITED	Contract with CORSO HOLDINGS LIMITED
812	SpeedCast Limited	Cosco (Beijing) Marine Electronic Equipment Co. Ltd	Speedcast Trial Service Agreement attaching Terms and Conditions.
813	SpeedCast Limited	COSCO Marine Equipment	Invoice for RS-BAN-V TDMA GLOBAL KU PLAN 0713I(512/256).
814	SpeedCast Limited	COSCO Marine Equipment	Service Order for hardware.
815	SpeedCast Norway AS	COSL Offshore Management AS	Purchase Order
816	SpeedCast Norway AS	COSL Offshore Management AS	Purchase order for nautical operation and cargo handling
817	SpeedCast Norway AS	COSL Offshore Management AS	Schedule to Master Services Agreement between the parties dated 20/12/2017
818	SpeedCast Norway AS	COSL OFFSHORE MANAGEMENT AS	Master Services Agreement and the accompanying terms and conditions for satellite telecommunications services.
819	SpeedCast Norway AS	COSL Offshore Management AS	Purchase Order
820	SpeedCast Norway AS	COSL Offshore Management AS	Communications Service Proposal
821	SpeedCast Norway AS	COSL Offshore Management AS	Amendment to a Master Services Agreement
822	SpeedCast Norway AS	COSL Offshore Management AS (UK)	Purchase order for nautical operation and cargo handling
823	SpeedCast Norway AS	COSL Offshore Management AS (UK)	Purchase Order
824	NewCom International, Inc.	Cosmat Inc	Renewal of Service Order.
825	Speedcast Cyprus Ltd.	COSMOSHIP MANAGEMENT INC	Contract with COSMOSHIP MANAGEMENT INC
826	Speedcast Cyprus Ltd.	COSMOSHIP MANAGEMENT SA	Contract with COSMOSHIP MANAGEMENT SA
827	Speedcast Cyprus Ltd.	COSMOSHIP MARITIME CORP	Contract with COSMOSHIP MARITIME CORP
828	Speedcast Cyprus Ltd.	COSMOTRANS NAVIGATION S.A.	Contract with COSMOTRANS NAVIGATION S.A.
829	Speedcast Cyprus Ltd.	COSTACRUISE S.A YACHT MANAGEMENT	Contract with COSTACRUISE S.A YACHT MANAGEMENT
830	Speedcast Cyprus Ltd.	COSTAMARE SHIPPING COMPANY SA	Contract with COSTAMARE SHIPPING COMPANY SA
831	SpeedCast Australia Pty Limited	Countryside Net LTD	Internet Service Order
832	Speedcast Cyprus Ltd.	COURAGEOUS SHIPPING & TRADING SA	Contract with COURAGEOUS SHIPPING & TRADING SA
833	Speedcast Cyprus Ltd.	CPO HOLDING (GmbH & Co.) KG	Contract with CPO HOLDING (GmbH & Co.) KG

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Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
834	SpeedCast Communications, Inc.	Craig International	Service order proposal to renew a 20k pipeline out to Chevron's Blind Faith Platform
835	SpeedCast Communications, Inc.	Craig International Supplies Inc	Update of counter party contact details
836	SpeedCast Limited	Craigmuir Chambers	Master Telecom Services Agreement
837	SpeedCast Communications, Inc.	Crimson Gulf	Communications Service Proposal for provision of communications prod
838	SpeedCast France SAS	CROIX ROUGE FRANCAISE RCA	Subscription Contract for Network Services
839	Telaurs Communications LLC	Crowley Marine Services	Contract with Crowley Marine Services
840	Speedcast Cyprus Ltd.	CRUISE MANAGEMENT INTERNATIONAL	Contract with CRUISE MANAGEMENT INTERNATIONAL
841	Maritime Communication Services, Inc.	Cruise Management International Inc.	COMMUNICATIONS SERVICES AGREEMENT
842	Maritime Communication Services, Inc.	Cruise Operator, Inc	Agreement for the provision of communication services and equipment for use on the Counter Party's vessels.
843	Maritime Communication Services, Inc.	Cruise Operator, Inc	Schedule (Exhibit A) to Communication Services Agreement.
844	Maritime Communication Services, Inc.	Crystal Cruises, LLC	Agreement to provide communication services
845	SpeedCast Netherlands B.V.	Crystal pool	Contract Renewal email communication.
846	SpeedCast France SAS	CSSI-PADS / SWISS TPH	Contract with CSSI-PADS / SWISS TPH
847	SpeedCast Limited	CSTEL	Multiple Service Order Contracts for Airtime Plan and Hardware
848	Telaurs Communications LLC	CTTIC Shanghai Co., Ltd	Services Agreement between Globecom Maritime, a division of Telaurs Communications LLC and CTTIC Shanghai Co., Ltd for communications equipment and services
849	Telaurs Communications LLC	CTTIC Shanghai HYSY286 Project	CTTIC Shanghai HYSY286 Project VSAT Service Agreement with Globecom Maritime
850	SpeedCast Limited	Customer	This is a master services agreement used by SpeedCast Limited which provides the standard terms and conditions by which SpeedCast will provide various services (including equipment rental) to customers generally.
851	SpeedCast Limited	Customer	This is a master services agreement used by SpeedCast Limited, which agreement provides the standard terms and conditions by which SpeedCast will provide various services (including equipment rental) to customers generally.
852	SpeedCast Australia Pty Limited	CV LintasMega	Service Order
853	SpeedCast Australia Pty Limited	CV LintasMega	Service order upgrade to Remote Site in Papua Indonesia
854	SpeedCast Netherlands B.V.	CV Shipping Company MV Geervliet	Service Order for a satellite internet connection
855	SpeedCast Netherlands B.V.	CV Shipping Company MV Geervliet	This contract is a quotation for the equipment needed to install a satellite internet antenna. It also contains terms & conditions specific to this agreement.
856	Speedcast Cyprus Ltd.	CYPRESS CAPE PRESTON LLC	Contract with CYPRESS CAPE PRESTON LLC
857	Speedcast Cyprus Ltd.	CYPRUS SEA LINES CO LTD	Contract with CYPRUS SEA LINES CO LTD
858	Speedcast Cyprus Ltd.	CYPRUS SEA LINES CO.LTD	Contract with CYPRUS SEA LINES CO.LTD
859	Speedcast Cyprus Ltd.	D ONE MARINE LLC	Contract with D ONE MARINE LLC

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Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
860	SpeedCast Limited	Daiichi Tanker Co. Ltd	Service Order
861	Speedcast Cyprus Ltd.	DALEX SHIPPING CO S.A	Contract with DALEX SHIPPING CO S.A
862	SpeedCast Limited	Dalian LandSea Maritech Co., Ltd	Service Order
863	SpeedCast Limited	Dalian LandSea Maritech Co., Ltd	Service Order for Airtime Distribution and Hardware
864	SpeedCast Limited	Dalian LandSea Maritech Co., Ltd	Service Order for Iridium Pilot Hardware and Airtime Plan
865	Speedcast Cyprus Ltd.	DALNAVE NAVIGATION INC	Contract with DALNAVE NAVIGATION INC
866	CapRock UK Limited	Dana Petroleum (E&P) Ltd	Purchase Order for Satellite Communication Services.
867	CapRock UK Limited	Dana Petroleum (E&P) Ltd	Purchase Order for VSAT Services.
868	Speedcast Cyprus Ltd.	Danaos Shipping Co., Ltd	Contract with Danaos Shipping Co., Ltd
869	SpeedCast Netherlands B.V.	Dania Ship Management Bulk A/S	Service Order
870	SpeedCast Netherlands B.V.	Dania Ship Management Bulk A/S	Service Order for airtime plan
871	Speedcast Cyprus Ltd.	DANMAR SHIPMANAGEMENT LTD	Contract with DANMAR SHIPMANAGEMENT LTD
872	Speedcast Cyprus Ltd.	DARIO DIEGO LOMBARDI	Contract with DARIO DIEGO LOMBARDI
873	Speedcast Cyprus Ltd.	DAUNTLESS SHIPPING & TRADING S.A.	Contract with DAUNTLESS SHIPPING & TRADING S.A.
874	SpeedCast Australia Pty Limited	David Khumadi	Service Order for Activation of Satellite Bandwidth services
875	SpeedCast Australia Pty Limited	David Khumadi	Service Order for Satellite Bandwidth services.
876	SpeedCast Australia Pty Limited	David Khumadi	Service Order for Satellite Bandwidth services.
877	SpeedCast Netherlands B.V.	DC Orisant BV	Request to Speedcast to activate VSAT services
878	Globecomm Europe B.V.	de Boer Maritime	Proposal for Maritime VSAT Service
879	Globecomm Europe B.V.	De Boer Maritime BV	Email exchange regarding pricing
880	Globecomm Europe B.V.	De Boer Maritime BV	Service order for iDirect
881	Globecomm Europe B.V.	De Boer Maritime BV	Service order for iDirect services
882	SpeedCast Netherlands B.V.	De Staat der Nederlanden (Ministerie van Infrastructuur en Milieu)	This is a contract for the provision of internet and telephone services
883	SpeedCast Norway AS	Deep Sea Drilling Company AS	Contract consignment for satellite services
884	Speedcast Cyprus Ltd.	DEFIANT SHIPPING & TRADING S.A.	Contract with DEFIANT SHIPPING & TRADING S.A.
885	SpeedCast Australia Pty Limited	Delaware North Australia Parks & Resorts Pty Ltd	Downgrade of existing services
886	SpeedCast Australia Pty Limited	Delaware North Australia Parks & Resorts Pty Ltd	Service Order Speedcast 2-Way Service - Upgrade
887	Speedcast Cyprus Ltd.	DELEK TRANSPORT AGENCY INC	Contract with DELEK TRANSPORT AGENCY INC
888	Speedcast Cyprus Ltd.	DELFI S.A	Contract with DELFI S.A
889	Maritime Communication Services, Inc.	Delos Cruise Ventures LLC	Communication Services Agreement - Schedule 5 - VSAT Service
890	Speedcast Cyprus Ltd.	DELTA AL MUHITAT LLC	Contract with DELTA AL MUHITAT LLC
891	Speedcast Cyprus Ltd.	DELTA INTERNATIONAL	Contract with DELTA INTERNATIONAL
892	Speedcast Cyprus Ltd.	DELTA TANKERS LTD	Contract with DELTA TANKERS LTD

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Customers

Item	Debtor	Contract Counterparty	Contract Description
893	SpeedCast Netherlands B.V.	DEME	Airtime Plan Service Order
894	SpeedCast Australia Pty Limited	Department of Agriculture	Proposal for upgrade of existing services and Order
895	SpeedCast Australia Pty Limited	Department of Defence	Renewal of contract
896	SpeedCast Australia Pty Limited	Department of Environment and Energy	Renewal of contract
897	SpeedCast Australia Pty Limited	Department of Environment, Land, Water & Planning	Purchase order for telecommunications equipment.
898	SpeedCast Australia Pty Limited	Department of Environment, Land, Water & Planning (Victoria) (ABN 90 719 052 204)	Purchase Order for Satellite Services
899	SpeedCast Australia Pty Limited	Department of Environment, Land, Water & Planning (Victoria) (ABN 90 719 052 204)	Contract for Managed Service
900	SpeedCast Australia Pty Limited	Department of Environment, Land, Water & Planning (Victoria) (ABN 90 719 052 204)	Contract for Managed Service
901	SpeedCast Australia Pty Limited	Department of Finance	TR 377
902	SpeedCast Australia Pty Limited	Department of Infrastructure and Regional Development (ABN 86 267 354 017)	Contract for service
903	SpeedCast Australia Pty Limited	Department of Infrastructure, Regional Development and Cities	Extension of contract
904	SpeedCast Australia Pty Limited	Department of Infrastructure, Transport, Cities and Regional Development	Purchase Order
905	SpeedCast Australia Pty Limited	Department of Infrastructure, Transport, Cities and Regional Development	Extension of contract
906	Globecomm Europe B.V.	Destinar Limited	Globecomm Equipment Lease Agreement
907	Globecomm Europe B.V.	Destinar Limited	Annex 1 Order Form 1
908	SpeedCast Singapore Pte. Ltd.	Devonshire Shipping PTE Ltd.	Service Order
909	SpeedCast Limited	Devonshire Shipping PTE Ltd. c/o Kontor 17 Shipmanagement GmbH & Co. KGKG	Master Services Agreement
910	SpeedCast Singapore Pte. Ltd.	Devonshire Shipping PTE.Ltd.c/o Kontor 17 Shipmanagement GmbH & Co. KG	Communications Service Proposal
911	SpeedCast Limited	Devor Technologies	Service Order
912	Speedcast Cyprus Ltd.	DEVORE MARITIME INC	Contract with DEVORE MARITIME INC
913	SpeedCast Australia Pty Limited	DFAT (Australian High Commission)	Satellite Bandwidth Service Order.
914	Globecomm Europe B.V.	Dhr. Romkes	Equipment order form
915	Speedcast Cyprus Ltd.	DIAMLEMOS SHIPPING CORP	Contract with DIAMLEMOS SHIPPING CORP
916	CapRock Communications Pte. Ltd.	Diamond Offshore (Singapore) Pte Ltd	Master Services Agreement for Leasing Equipment
917	SpeedCast Communications, Inc.	Diamond Offshore (Singapore) Pte Ltd	Master Services Agreement for Bandwidth and Equipment
918	SpeedCast Americas, Inc.	Diamond Offshore Company	Master Services Agreement for Bandwidth
919	SpeedCast Americas, Inc.	Diamond Offshore Company	Master Services Agreement for Leasing Equipment
920	SpeedCast Americas, Inc.	Diamond Offshore Company	Master Services Agreement
921	CapRock UK Limited	Diamond Offshore Drilling (UK) Limited	Master Services Agreement for Bandwidth
922	CapRock UK Limited	Diamond Offshore Drilling (UK) Limited	Schedule No. 014 to Master Services Agreement
923	SpeedCast Americas, Inc.	Diamond Offshore Drilling (UK) Ltd	Amendment No. 003 to Schedule No. 13 to Master Services Agreement
924	CapRock UK Limited	Diamond Offshore Drilling, UK Ltd.	Purchase Order for Broadband Internet equipment
925	CapRock UK Limited	Diamond Offshore Drilling, UK Ltd.	Service / Rental Order Confirmation

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Customers

Item	Debtor	Contract Counterparty	Contract Description
926	Speedcast Cyprus Ltd.	DIAMONDS SHIPPING AND TRADING INC.	Contract with DIAMONDS SHIPPING AND TRADING INC.
927	Speedcast Cyprus Ltd.	DIANA SHIPPING SERVICES S.A	Contract with DIANA SHIPPING SERVICES S.A
928	Speedcast Cyprus Ltd.	DIAVLOS SALVAGE & TOWAGE LTD.	Contract with DIAVLOS SALVAGE & TOWAGE LTD.
929	SpeedCast Australia Pty Limited	Digicel Jamaica Limited	Telephony Termination Services
930	Speedcast Cyprus Ltd.	DILIGENT HOLDING SA	Contract with DILIGENT HOLDING SA
931	SpeedCast France SAS	DIOCESE DE KISANTOU	Contract with DIOCESE DE KISANTOU
932	Speedcast Cyprus Ltd.	DIORYX MARITIME CORPORATION	Contract with DIORYX MARITIME CORPORATION
933	SpeedCast Singapore Pte. Ltd.	Discovery Networks Asia Pacific Pte Ltd	Service order.
934	SpeedCast France SAS	Dixstone Holdings Limited	Purchase Order for Airtime Plan - Downgrade.
935	SpeedCast France SAS	Dixstone Holdings Limited	Service Order for downgrade Regional Dedicated plan for the Energy Endeavour
936	SpeedCast France SAS	Dixstone Holdings Limited	Purchase Order for Goods
937	Hermes Datacommunications International Limited	DNO Iraq AS	Contract for supply of VSAT services in Kurdistan to connect to internet in UK
938	Hermes Datacommunications International Limited	DNO Iraq AS	Amendment to extend the C-DNO-Jan 2014- contract term and update the scope of work, network diagram and pricing
939	Hermes Datacommunications International Limited	DNO Iraq AS	Amendment to the C-DNO-Jan2014 contract for the supply of VSAT Services
940	Hermes Datacommunications International Limited	DNO Iraq AS	Amendment to C-DNO- Jan 2014 contract for the purpose of extending the service period and updating the network
941	Hermes Datacommunications International Limited	DNO Iraq AS	Amendment to extend the contract term and update the network diagram
942	Speedcast Cyprus Ltd.	DODEKANISOS NAITILIAKI NE	Contract with ΔΩΔΕΚΑΝΗΣΟΣ ΝΑΥΤΙΛΙΑΚΗ ΝΕ
943	CapRock Comunicações do Brasil Ltda.	Dofcon Navegacao Ltda.	Managed Satellite Communications Services - Niteroi and Vitoria
944	CapRock Comunicações do Brasil Ltda.	Dofcon Navegacao Ltda.	Multisat
945	SpeedCast Norway AS	Dolphin Drilling	Communications Service Proposal for Konftel 300
946	SpeedCast Norway AS	Dolphin Drilling	Work order for replacing deliverables
947	SpeedCast Norway AS	Dolphin Drilling	Dolphin Drilling general terms and conditions of purchase
948	SpeedCast Norway AS	Dolphin Drilling AS	Work Order No.119 for internet services
949	SpeedCast Norway AS	Dolphin Drilling AS	Executed Communications service proposal for a SD-WAN solution on board Borgland Dolphin.
950	SpeedCast Norway AS	Dolphin Drilling As	Amendment No. 1 to Master Remote Connectivity Services Agreement dated 1 November 2010
951	SpeedCast Norway AS	Dolphin Drilling As	Amendment No. 2 to Master Remote Connectivity Services Agreement dated 1 November 2010
952	SpeedCast Norway AS	Dolphin Drilling As	Amendment No. 3 to Master Remote Connectivity Services Agreement dated 1 November 2010
953	SpeedCast Norway AS	Dolphin Drilling As	Master Remote Connectivity Services Agreement

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Customers

Item	Debtor	Contract Counterparty	Contract Description
954	SpeedCast Norway AS	Dolphin Drilling AS	Amendment request to stacking option
955	SpeedCast Norway AS	Dolphin Drilling AS	Letter from Dolphin Drilling requesting an option from MSA to be applied
956	SpeedCast Norway AS	Dolphin Drilling AS	Request for amendment to agreement
957	CapRock UK Limited	Dolphin Drilling AS	Communications Service Proposal for Firewall solution
958	SpeedCast Norway AS	Dolphin Drilling Ltd	Purchase order for Firewall Implementation
959	SpeedCast Norway AS	Dolphin Drilling Ltd	Purchase order for Konftel 300
960	Speedcast Cyprus Ltd.	DOMELAND NAFTIKI ETAIREIA	Contract with DOMELAND NAFTIKI ETAIREIA
961	CapRock Comunicações do Brasil Ltda.	Dommo Energia	VSAT Communication
962	SpeedCast Australia Pty Limited	Don Bosco Tech	Service order for satellite services and Master Agreement.
963	Speedcast Cyprus Ltd.	DORIAN LPG MANAGEMENT MARSHALL ISLANDS	Contract with DORIAN LPG MANAGEMENT MARSHALL ISLANDS
964	Globecomm Network Services Corporation	DOW	Clauses 1 - 2.3 of a Service Agreement (Incomplete Document)
965	Globecomm Network Services Corporation	DOW	Term 16-17 of Service Agreement (incomplete document)
966	Globecomm Network Services Corporation	DOW	Terms 3 - 7 of Service Agreement (Incomplete Document)
967	CapRock UK Limited	Dowell Schumberger De Mexico, S.A. DE C.V.	Local Country Agreement entered into the MTSA to request and obtain certain satellite telecommunication services
968	Speedcast Cyprus Ltd.	DOY A/B LARISAS	Contract with DOY A/B LARISAS
969	SpeedCast Australia Pty Limited	DR Marine Operation	Service order for hardware.
970	SpeedCast Australia Pty Limited	DR Marine Operations Pty Ltd	Sales quotation.
971	Hermes Datacommunications International Limited	DRAGON OIL (TURKMENISTAN) LIMITED	Purchase Order
972	Hermes Datacommunications International Limited	DRAGON OIL (TURKMENISTAN) LIMITED	Purchase Order N. 1051941221
973	Hermes Datacommunications International Limited	DRAGON OIL (TURKMENISTAN) LIMITED	Purchase Order N. 1052040880 RENEWAL of Turk.men Alem 52 VSAT Frequencies for One Year
974	Telaurs Communications LLC	Dreamport	Contract with Dreamport
975	SpeedCast Netherlands B.V.	Dredging International N.V.	Contract with Dredging International N.V.
976	Speedcast Cyprus Ltd.	DRIVAKI E. & SIA E. E	Contract with ΔPIBAKOY E. & ΣΙΑ E.E
977	SpeedCast Limited	DSD	Service order for the upgrade and installation of a SCPC VSAT Service.
978	SpeedCast Netherlands B.V.	DSV II Express B.V.	Text documents stating that Project Sites "VOS Star" and "VOS Sugar" are active.
979	SpeedCast Limited	Dulam International Limited	Price Agreement for Oceanic Installer.
980	SpeedCast Limited	Dulam International Ltd	Service Order for the provision of hardware.
981	SpeedCast Australia Pty Limited	Dunns Earthmoving	Broadband Internet and VoIP Service Application Form.
982	SpeedCast Australia Pty Limited	Dunns Earthmoving (ABN 47 112 664 043)	Broadband Internet and VoIP Service Application Form.
983	SpeedCast Australia Pty Limited	Dunns Earthmoving Pty Ltd	Satellite Bandwidth Service Order.

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Customers

Item	Debtor	Contract Counterparty	Contract Description
984	SpeedCast Australia Pty Limited	E. A. Temile & Sons Development Company Nigeria Ltd	Service order and fund transfer.
985	SpeedCast Australia Pty Limited	E. A. Temile & Sons Development Company Nigeria Ltd	Service order form.
986	SpeedCast Netherlands B.V.	E.Cubed Systems S.L.	Form authorising port of a phone number
987	SpeedCast Netherlands B.V.	E3 Cubed	Service Order for bandwidth capability, hardware and airtime.
988	SpeedCast Netherlands B.V.	E3 Cubed Systems SL	Service order for bandwidth capability. hardware and airtime.
989	SpeedCast Netherlands B.V.	E3 Cubed Systems SL	Service order for bandwidth, hardware and airtime.
990	SpeedCast Netherlands B.V.	E3 Cubed Systems SL	Service Order for bandwidth, hardware and airtime.
991	SpeedCast Netherlands B.V.	E3 Cubed Systems SL	Service order for the provision of an upgraded Regional Shared Airtime Plan,
992	SpeedCast Netherlands B.V.	E3 Cubed Systems SL	Service order for the termination of service after 9 months.
993	SpeedCast Netherlands B.V.	E3 Cubed Systems SL	Service order for the termination of service.
994	SpeedCast Netherlands B.V.	E3 System	Service Order
995	SpeedCast Netherlands B.V.	e3 System	Service Order
996	SpeedCast Netherlands B.V.	e3 System	Service Order - Suspension.
997	SpeedCast Netherlands B.V.	e3 System	Service order agreement for an upgrade to the regional shared airtime plan
998	SpeedCast Netherlands B.V.	e3 System	Service Order for Airtime Plan - Renewal.
999	SpeedCast Netherlands B.V.	e3 System	Service Order for Airtime Plan - Suspension
1000	SpeedCast Netherlands B.V.	e3 System	Service order for an upgrade to a Regional Shared Airtime Plan and hardware.
1001	SpeedCast Netherlands B.V.	e3 System	Service order for bandwidth capability, hardware and airtime.
1002	SpeedCast Netherlands B.V.	e3 System	Service order for bandwidth, hardware and airtime.
1003	SpeedCast Netherlands B.V.	e3 System	Service order for the suspension of Airtime Plan and Hardware including the Master Services Agreement
1004	SpeedCast Netherlands B.V.	e3 System	Suspension update on Service order agreement with e3 Systems
1005	SpeedCast Netherlands B.V.	E3 System	Service Order
1006	SpeedCast Netherlands B.V.	E3 System	Service order for bandwidth capability, hardware airtime.
1007	SpeedCast Netherlands B.V.	e3 System	Service Order
1008	SpeedCast Netherlands B.V.	e3 System	Service Order
1009	SpeedCast Limited	E3 system	Confirmation of service activation.
1010	SpeedCast Netherlands B.V.	E3 Systems	A termination of an order (proposed commission date of terminated service 8/4/2014).
1011	SpeedCast Netherlands B.V.	E3 Systems	Service order suspension, 2 months
1012	SpeedCast Netherlands B.V.	E3 Systems	Service order termination
1013	SpeedCast Netherlands B.V.	E3 Systems	Amendment to Service order agreement for regional shared airtime plan

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Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
1014	SpeedCast Netherlands B.V.	E3 Systems	Service order delivered by SpeedCast Maritime to E3 Systems, in terms of which SpeedCast offers certain services to E3 Systems
1015	SpeedCast Netherlands B.V.	E3 Systems	Service order delivered by SpeedCast Maritime to E3 Systems, in terms of which SpeedCast offers certain services to E3 Systems.
1016	SpeedCast Netherlands B.V.	E3 Systems	Updated service order agreement for regional shared airtime plan
1017	SpeedCast Netherlands B.V.	E3 Systems	Upgrade to Bandwidth for regional shared airtime plan starting at specified date
1018	SpeedCast Netherlands B.V.	E3 Systems	Service order, Beam activation, 1 month
1019	SpeedCast Netherlands B.V.	E3 Systems	Service order suspension
1020	SpeedCast Netherlands B.V.	E3 Systems	Service order, 12 months
1021	SpeedCast Netherlands B.V.	E3 Systems	Service Order
1022	SpeedCast Netherlands B.V.	E3 Systems	Service Order (Suspension 0.5 months)
1023	SpeedCast Netherlands B.V.	e3 Systems	Service Order for Global Coverage Airtime Plan and Hardware.
1024	SpeedCast Netherlands B.V.	e3 systems	Service Order
1025	SpeedCast Netherlands B.V.	e3 Systems	Service Order for Regional Shared Airtime Plan and Hardware
1026	SpeedCast Netherlands B.V.	E3 Systems	Service Order for hardware attaching Terms and Conditions.
1027	SpeedCast Netherlands B.V.	E3 Systems	Service Order Form for Airtime attaching Speedcast terms and conditions
1028	SpeedCast Netherlands B.V.	E3 Systems	Service Order
1029	SpeedCast Netherlands B.V.	E3 Systems	Service Order
1030	SpeedCast Netherlands B.V.	E3 Systems	Service Order for Airtime Plan - New
1031	SpeedCast Netherlands B.V.	E3 Systems	Suspension notice of Service Order
1032	SpeedCast Netherlands B.V.	E3 Systems	Service order agreement suspending the regional shared airtime plan.
1033	SpeedCast Netherlands B.V.	E3 Systems	Airtime plan service order termination agreement for E3 Systems
1034	SpeedCast Netherlands B.V.	e3 systems	Service Order for the activation and provision of Broadband Internet
1035	SpeedCast Netherlands B.V.	e3 systems	Service Order for the suspension of Broadband Internet services.
1036	SpeedCast Netherlands B.V.	e3 systems	Service order delivered by SpeedCast Maritime to E3 Systems, in terms of which SpeedCast offers certain services to E3 Systems
1037	SpeedCast Netherlands B.V.	e3 systems	Service Order for the suspension of Broadband Internet services
1038	SpeedCast Netherlands B.V.	e3 systems	Service Order for the activation and provision of Broadband Internet services

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Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
1039	SpeedCast Netherlands B.V.	e3 systems	Service Order for the suspension of Broadband Internet services
1040	SpeedCast Netherlands B.V.	e3 systems	Service Order for the activation and provision of Broadband Internet services.
1041	SpeedCast Netherlands B.V.	e3 Systems	Service order for upgrade of broadband package
1042	SpeedCast Netherlands B.V.	E3 Systems	Service Order for Regional Shared Airtime Plan and Hardware
1043	SpeedCast Netherlands B.V.	E3 Systems	Service Oder for the upgrade of a Regional Shared Airtime Plan and hardware.
1044	SpeedCast Netherlands B.V.	E3 Systems	Service Order
1045	SpeedCast Netherlands B.V.	E3 Systems	Service order for an upgrade of a Regional Shared Airtime Plan and hardware.
1046	SpeedCast Netherlands B.V.	E3 Systems	Service order for the upgrade of a Regional Shared Airtime Plan and hardware.
1047	SpeedCast Netherlands B.V.	e3 Systems	Service Order
1048	SpeedCast Netherlands B.V.	e3 systems	Service Order for Beam Activation 1 month
1049	SpeedCast Netherlands B.V.	e3 systems	Service order renewal, 12 months
1050	SpeedCast Netherlands B.V.	e3 systems	Service Order for the upgrade of a Regional Shared Airtime Plan.
1051	SpeedCast Netherlands B.V.	e3 systems	Service order renewal, 12 months
1052	SpeedCast Netherlands B.V.	e3 systems	Service Order Suspension
1053	SpeedCast Netherlands B.V.	e3 systems	Service Order Suspension, 1 month
1054	SpeedCast Netherlands B.V.	e3 systems	Service order upgrade, 0.25 months
1055	SpeedCast Netherlands B.V.	e3 systems	Service order suspension, 2 months
1056	SpeedCast Netherlands B.V.	e3 systems	Service order suspension, 3 months
1057	SpeedCast Netherlands B.V.	e3 systems	service order delivered by SpeedCast Europe to E3 Systems, in terms of which SpeedCast offers certain services to E3 Systems
1058	SpeedCast Netherlands B.V.	e3 systems	Service order for the renewal of Regional Shared Airtime Plan and hardware.
1059	SpeedCast Netherlands B.V.	e3 systems	Service order for the upgrade of a Regional Shared Airtime plan and hardware.
1060	SpeedCast Netherlands B.V.	e3 Systems	Service Order
1061	SpeedCast Netherlands B.V.	e3 Systems	Service Order for Regional Shared Airtime Plan and Hardware
1062	SpeedCast Netherlands B.V.	e3 systems	Service Order
1063	SpeedCast Netherlands B.V.	e3 Systems	Service Order
1064	SpeedCast Netherlands B.V.	e3 Systems	Service Order for an upgrade to a Regional Shared Airtime Plan and hardware.
1065	SpeedCast Netherlands B.V.	e3 Systems	Service Order for Beam Activation, 1 month

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Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
1066	SpeedCast Netherlands B.V.	e3 Systems	Service Order for Regional Shared Airtime Plan and Hardware
1067	SpeedCast Netherlands B.V.	e3 Systems	Service Order for Regional Shared Airtime Plan and Hardware.
1068	SpeedCast Netherlands B.V.	e3 Systems	Service order for satellite services.
1069	SpeedCast Netherlands B.V.	e3 Systems	Service Order for suspension of Airtime Plan and Hardware.
1070	SpeedCast Netherlands B.V.	e3 Systems	Service Order for the provision of Airtime Plan services and Hardware.
1071	SpeedCast Netherlands B.V.	e3 Systems	Service order renal, 12 months
1072	SpeedCast Netherlands B.V.	e3 Systems	Service order to suspend satellite services.
1073	SpeedCast Netherlands B.V.	e3 systems	Service order delivered by SpeedCast Europe to E3 Systems, in terms of which SpeedCast offers certain services to E3 Systems. We are assuming that the effective and expiry dates are in the year 2019 although no year is specified.
1074	SpeedCast Netherlands B.V.	e3 systems	Service Order for renewal of airtime
1075	SpeedCast Limited	e3 systems	Service Order for Global Coverage Airtime Plan and Hardware.
1076	SpeedCast Netherlands B.V.	e3 systems	Airtime plan service agreement
1077	SpeedCast Netherlands B.V.	e3 systems	New Service Order agreement for regional shared airtime plan
1078	SpeedCast Netherlands B.V.	e3 systems	Service Order
1079	SpeedCast Netherlands B.V.	e3 systems	Service order agreement suspension for airtime plan for specified time frame
1080	SpeedCast Netherlands B.V.	e3 systems	Service Order agreement with E3 systems about an upgrade for the airtime plan
1081	SpeedCast Netherlands B.V.	e3 systems	Service order airtime plan upgrade
1082	SpeedCast Netherlands B.V.	e3 systems	Service order and Master Services Agreement
1083	SpeedCast Netherlands B.V.	e3 systems	Service order and Master Services Agreement Standard Terms and Conditions.
1084	SpeedCast Netherlands B.V.	e3 systems	Service order and Standard Terms and Conditions.
1085	SpeedCast Netherlands B.V.	e3 systems	service order delivered by SpeedCast Netherlands B.V to E3 Systems, in terms of which SpeedCast offers certain services to E3 Systems
1086	SpeedCast Netherlands B.V.	e3 systems	Service Order for airtime
1087	SpeedCast Netherlands B.V.	e3 systems	Service Order for Airtime Plan - Renewal
1088	SpeedCast Netherlands B.V.	e3 systems	service order for an upgrade.
1089	SpeedCast Netherlands B.V.	e3 systems	Service order for bandwidth capability hardware and airtime.
1090	SpeedCast Netherlands B.V.	e3 systems	Service order for bandwidth capability, hardware and airtime.
1091	SpeedCast Netherlands B.V.	e3 systems	Service order for beam activation services and Standard Terms and Conditions.
1092	SpeedCast Netherlands B.V.	e3 systems	Service Order for Global Airtime Plan and Hardware.

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Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
1093	SpeedCast Netherlands B.V.	e3 systems	Service Order for Global Coverage Airtime Plan and Hardware
1094	SpeedCast Netherlands B.V.	e3 systems	Service Order for Global Coverage Airtime Plan and Hardware.
1095	SpeedCast Netherlands B.V.	e3 systems	Service order for hardware
1096	SpeedCast Netherlands B.V.	e3 systems	Service order for hardware and airtime.
1097	SpeedCast Netherlands B.V.	e3 systems	Service Order for Regional Coverage Airtime Plan and Hardware
1098	SpeedCast Netherlands B.V.	e3 systems	Service Order for Regional Shared Airtime Plan and Hardware
1099	SpeedCast Netherlands B.V.	e3 systems	Service Order for Regional Shared Airtime Plan and Hardware.
1100	SpeedCast Netherlands B.V.	e3 systems	Service Order for Regional Shared Coverage Airtime Plan and Hardware
1101	SpeedCast Netherlands B.V.	e3 systems	Service Order for renewal of airtime
1102	SpeedCast Netherlands B.V.	e3 systems	Service order for satellite services.
1103	SpeedCast Netherlands B.V.	e3 systems	Service order for satellite upgrade; terms and conditions on sheet 2
1104	SpeedCast Netherlands B.V.	e3 systems	Service Order for suspension of Airtime Plan and Hardware.
1105	SpeedCast Netherlands B.V.	e3 systems	Service order for suspension services.
1106	SpeedCast Netherlands B.V.	e3 systems	Service Order for the activation and provision of Broadband Internet and VoIP services.
1107	SpeedCast Netherlands B.V.	e3 systems	Service order for upgrade services and Master Services Agreement Standard Terms and Conditions.
1108	SpeedCast Netherlands B.V.	e3 systems	Service Order suspension of Airtime Plan and Hardware.
1109	SpeedCast Netherlands B.V.	e3 systems	Service order to renew satellite services.
1110	SpeedCast Netherlands B.V.	e3 systems	Service order to supend satellite services.
1111	SpeedCast Netherlands B.V.	e3 systems	Service order to suspend satellite services.
1112	SpeedCast Netherlands B.V.	e3 systems	Service order to upgrade satellite services.
1113	SpeedCast Netherlands B.V.	e3 systems	Service Order, 12 months
1114	SpeedCast Netherlands B.V.	e3 systems	Speedcast Service Order
1115	SpeedCast Netherlands B.V.	e3 systems	Upgrade for service order agreement for the regional shared airtime plan
1116	SpeedCast Netherlands B.V.	e3 systems	Upgrade to service order agreement for regional shared airtime plan
1117	SpeedCast Netherlands B.V.	e3 systems	Upgrade to service order agreement for the airtime regional shared plan
1118	SpeedCast Netherlands B.V.	e3 systems	Service Order for airtime
1119	SpeedCast Netherlands B.V.	E3 Systems	Service order for satellite services.

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Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
1120	SpeedCast Netherlands B.V.	E3 Systems	Service order for satellite upgrade; terms and conditions on sheet 2
1121	SpeedCast Netherlands B.V.	E3 Systems	Service order for upgraded satellite services.
1122	SpeedCast Netherlands B.V.	E3 Systems	Service Order for hardware attaching Terms and Conditions.
1123	SpeedCast Netherlands B.V.	E3 Systems	Suspension of Service Order for hardware attaching Terms and Conditions.
1124	SpeedCast Netherlands B.V.	E3 Systems	Suspension of Service Order for hardware attaching Terms and Conditions.
1125	SpeedCast Netherlands B.V.	E3 Systems	Service order and Standard Terms and Conditions.
1126	SpeedCast Netherlands B.V.	E3 Systems	Service Order for hardware attaching Terms and Conditions.
1127	SpeedCast Netherlands B.V.	E3 Systems	Service order for renewal of satellite services.
1128	SpeedCast Netherlands B.V.	E3 Systems	Service order for satellite renewal; terms and conditions on sheet 2
1129	SpeedCast Netherlands B.V.	E3 Systems	Service order for satellite services.
1130	SpeedCast Netherlands B.V.	E3 Systems	Service order to suspend satellite services.
1131	SpeedCast Netherlands B.V.	e3 systems	Service order suspension, 1 month
1132	SpeedCast Netherlands B.V.	e3 Systems	Service Order
1133	SpeedCast Netherlands B.V.	e3 systems	Service order for the upgrade of an Airtime Regional Shared Airtime Plan and hardware.
1134	SpeedCast Limited	e3 Systems	Speedcast Service Order
1135	SpeedCast Netherlands B.V.	e3 Systems	Airtime Plan Service Order
1136	SpeedCast Netherlands B.V.	e3 Systems	Service Order
1137	SpeedCast Netherlands B.V.	e3 Systems	service order delivered by SpeedCast Netherlands B.V to E3 Systems, in terms of which SpeedCast offers certain services to E3 Systems
1138	SpeedCast Netherlands B.V.	e3 Systems	Service Order for Airtime Plan - Suspension
1139	SpeedCast Netherlands B.V.	e3 Systems	Service Order for Airtime Plan - Upgrade
1140	SpeedCast Netherlands B.V.	e3 Systems	Service Order for Airtime Plan Suspension
1141	SpeedCast Netherlands B.V.	e3 Systems	Service Order for bandwidth capability, hardware and airtime.
1142	SpeedCast Netherlands B.V.	e3 Systems	Service Order for Regional Shared Airtime Plan and Hardware
1143	SpeedCast Netherlands B.V.	e3 Systems	Service Order for suspension of Airtime Plan and Hardware.
1144	SpeedCast Netherlands B.V.	e3 Systems	Service order for the provision of a new Regional Shared Airtime Plan and hardware.
1145	SpeedCast Netherlands B.V.	e3 Systems	Service Order together with standard terms and conditions for provision of satellite and/or internet bandwidth.
1146	SpeedCast Netherlands B.V.	e3 Systems	Service Order together with standard terms and conditions in relation to the provision of satellite and/or internet bandwidth.

Exhibit E-3

Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
1147	SpeedCast Netherlands B.V.	e3 Systems	Service Order, together with Standard Terms and Conditions in relation to the provision of satellite and/or internet bandwidth.
1148	SpeedCast Netherlands B.V.	e3 Systems	Speedcast Service Order
1149	SpeedCast Netherlands B.V.	e3 Systems	Standard Terms and Conditions in relation to the provision of satellite and/or internet bandwidth.
1150	SpeedCast Netherlands B.V.	e3 Systems	This is a service order form delivered by SpeedCast Netherlands B.V. to e3 Systems, in terms of which SpeedCast will provide certain services to e3 Systems.
1151	SpeedCast Netherlands B.V.	e3 systems	Service Order
1152	SpeedCast Netherlands B.V.	e3 systems	Service order and Master Services Agreement
1153	SpeedCast Netherlands B.V.	e3 systems	Service order for airtime plan and hardware including Master Services Agreement
1154	SpeedCast Netherlands B.V.	e3 systems	Service order for airtime plan and hardware, and Master Services Agreement
1155	SpeedCast Netherlands B.V.	e3 systems	Service order for satellite activation; terms and conditions on sheet 2
1156	SpeedCast Netherlands B.V.	e3 systems	Service order for satellite upgrade; terms and conditions on sheet 2
1157	SpeedCast Netherlands B.V.	e3 systems	Service order.
1158	SpeedCast Netherlands B.V.	e3 Systems	Airtime Service Order
1159	SpeedCast Netherlands B.V.	e3 Systems	Airtime Service Order for an upgrade
1160	SpeedCast Netherlands B.V.	e3 Systems	Service order and Master Services Agreement.
1161	SpeedCast Netherlands B.V.	e3 Systems	Service order and Standard terms and conditions
1162	SpeedCast Netherlands B.V.	e3 Systems	Service order and Standard terms and conditions (unable to view) for 12 months from 14/11/2019 or 01/03/2020.
1163	SpeedCast Netherlands B.V.	e3 Systems	Service order and Standard terms and conditions (unable to view).
1164	SpeedCast Netherlands B.V.	e3 Systems	Service order and Standard terms and conditions.
1165	SpeedCast Netherlands B.V.	e3 Systems	service order delivered by SpeedCast Netherlands B.V. to E3 Systems, in terms of which SpeedCast offers certain services to E3 Systems
1166	SpeedCast Netherlands B.V.	e3 Systems	Service Order for airtime
1167	SpeedCast Netherlands B.V.	e3 Systems	Service Order for Airtime Plan - Beam Activation
1168	SpeedCast Netherlands B.V.	e3 Systems	Service Order for Airtime Plan - Reactivation
1169	SpeedCast Netherlands B.V.	e3 Systems	Service Order for Airtime Plan - Suspension
1170	SpeedCast Netherlands B.V.	e3 Systems	Service Order for Airtime Plan - Upgrade
1171	SpeedCast Netherlands B.V.	e3 Systems	Service order for airtime plan and hardware
1172	SpeedCast Netherlands B.V.	e3 Systems	Service order for airtime plan and hardware, including Standard Terms and Conditions
1173	SpeedCast Netherlands B.V.	e3 Systems	Service Order for bandwidth, hardware and airtime.

Exhibit E-3

Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
1174	SpeedCast Netherlands B.V.	e3 Systems	Service Order for Regional Shared Airtime Plan and Hardware and Terms and Conditions.
1175	SpeedCast Netherlands B.V.	e3 Systems	Service Order for Regional Shared Airtime Plan and Hardware with Standard Terms and Conditions.
1176	SpeedCast Netherlands B.V.	e3 Systems	Service order for satellite renewal; terms and conditions on sheet 2
1177	SpeedCast Netherlands B.V.	e3 Systems	Service Order for suspension of Airtime Plan and Hardware with Standard terms and conditions.
1178	SpeedCast Netherlands B.V.	e3 Systems	Service order to upgrade satellite services.
1179	SpeedCast Netherlands B.V.	e3 Systems	Service order.
1180	SpeedCast Netherlands B.V.	e3 Systems	Suspension of Airtime Service Order
1181	SpeedCast Netherlands B.V.	e3 Systems	Terms and conditions with service order in relation to the provision of satellite and/or internet bandwidth.
1182	SpeedCast Netherlands B.V.	e3 Systems	This is a service order form delivered by SpeedCast Europe to e3 Systems, in terms of which SpeedCast will provide certain services to e3 Systems.
1183	SpeedCast Netherlands B.V.	e3 Systems	Service order for Airtime Plan
1184	SpeedCast Netherlands B.V.	e3 Systems	Service Order for Airtime Plan - New
1185	SpeedCast Netherlands B.V.	e3 Systems	Service Order for Airtime Plan - Suspension
1186	SpeedCast Netherlands B.V.	e3 Systems	Service Order for Airtime Plan and Hardware - New
1187	SpeedCast Netherlands B.V.	e3 Systems	Service order for hardware and airtime
1188	SpeedCast Netherlands B.V.	e3 Systems	Speedcast Service Order
1189	SpeedCast Netherlands B.V.	e3 Systems	A service order for an upgrade.
1190	SpeedCast Netherlands B.V.	e3 Systems	Airtime Plan Service Order
1191	SpeedCast Netherlands B.V.	e3 Systems	Airtime Service Order for an upgrade
1192	SpeedCast Netherlands B.V.	e3 Systems	Service Order
1193	SpeedCast Netherlands B.V.	e3 Systems	Service Order airtime plan agreement with e3 systems
1194	SpeedCast Netherlands B.V.	e3 Systems	Service order and Master Services Agreement
1195	SpeedCast Netherlands B.V.	e3 Systems	Service Order for Airtime Plan - Suspension
1196	SpeedCast Netherlands B.V.	e3 Systems	Service order for airtime plan and hardware including Master Services Agreement
1197	SpeedCast Netherlands B.V.	e3 Systems	Service Order for bandwidth capability, hardware and airtime.
1198	SpeedCast Netherlands B.V.	e3 Systems	Service Order for bandwidth, hardware and airtime.
1199	SpeedCast Netherlands B.V.	e3 Systems	Service order for bandwidth capability, hardware and airtime
1200	SpeedCast Netherlands B.V.	e3 Systems	Service Order for bandwidth, hardware and airtime.
1201	SpeedCast Netherlands B.V.	e3 Systems	Service Order for hardware attaching Terms and Conditions.
1202	SpeedCast Netherlands B.V.	e3 Systems	Service Order for the provision of a new Regional Shared Airtime Plan and hardware.

Exhibit E-3

Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
1203	SpeedCast Netherlands B.V.	e3 Systems	Service order of airtime plan and hardware including Master Services Agreement
1204	SpeedCast Netherlands B.V.	e3 Systems	Suspension notice of Service Order for suspension of 2 months.
1205	SpeedCast Netherlands B.V.	e3 Systems	Suspension of Airtime Service Order
1206	SpeedCast Limited	e3 systems	Speedcast Standard Terms and Conditions
1207	SpeedCast Netherlands B.V.	e3 systems	Purchase order upgrade agreement with E3 services
1208	SpeedCast Netherlands B.V.	e3 systems	Service order for satellite renewal; terms and conditions on sheet 2
1209	SpeedCast Netherlands B.V.	e3 systems	Service Order for the suspension of Broadband Internet services
1210	SpeedCast Netherlands B.V.	e3 systems	Service order for upgrade services and Standard Terms and Conditions.
1211	SpeedCast Netherlands B.V.	e3 systems	Service order for upgrade services.
1212	SpeedCast Netherlands B.V.	e3 systems	Service order.
1213	SpeedCast Netherlands B.V.	e3 systems	This is a service order form delivered by SpeedCast Europe to e3 Systems, in terms of which SpeedCast will provide certain services to e3 Systems.
1214	SpeedCast Netherlands B.V.	e3 systems	This is a service order form delivered by SpeedCast Europe to e3 Systems, in terms of which SpeedCast will provide services to e3 Syatems.
1215	SpeedCast Netherlands B.V.	e3 systems	Service order of airtime plan and hardware including Master Services Agreement
1216	SpeedCast Netherlands B.V.	e3 systems	Service order of airtime plan and hardware including Master Services Agreement
1217	SpeedCast Netherlands B.V.	e3 Systems	Service Order for hardware attaching Terms and Conditions.
1218	SpeedCast Netherlands B.V.	e3 Systems	Suspension of Service Order for hardware attaching Terms and Conditions.
1219	SpeedCast Netherlands B.V.	e3 Systems	Service Order
1220	SpeedCast Netherlands B.V.	e3 Systems	Service Order
1221	SpeedCast Netherlands B.V.	e3 Systems	Service Order for hardware attaching Terms and Conditions.
1222	SpeedCast Netherlands B.V.	e3 Systems	Service Order for Regional Shared Airtime Plan and Hardware
1223	SpeedCast Netherlands B.V.	e3 Systems	Service Order
1224	SpeedCast Netherlands B.V.	e3 Systems	Suspension of Service Order for hardware attaching Terms and Conditions.
1225	SpeedCast Netherlands B.V.	e3 Systems	12 mth service order agreement renewal
1226	SpeedCast Netherlands B.V.	e3 Systems	Renewal or service order agreement with E3
1227	SpeedCast Netherlands B.V.	e3 Systems	Service Order
1228	SpeedCast Netherlands B.V.	e3 Systems	Service order and Standard Terms and Conditions.

Exhibit E-3

Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
1229	SpeedCast Netherlands B.V.	e3 Systems	service order delivered by SpeedCast Netherlands B.V to E3 Systems, in terms of which SpeedCast offers certain services to E3 Systems
1230	SpeedCast Netherlands B.V.	e3 Systems	Service order for new satellite; terms and conditions on sheet 2
1231	SpeedCast Netherlands B.V.	e3 Systems	Service Order for Regional Shared Airtime Plan and Hardware
1232	SpeedCast Netherlands B.V.	e3 Systems	Service order for satellite services.
1233	SpeedCast Netherlands B.V.	e3 Systems	Service order for satellite suspension; terms and conditions on sheet 2
1234	SpeedCast Netherlands B.V.	e3 Systems	Service order for satellite upgrade; terms and conditions on sheet 2
1235	SpeedCast Netherlands B.V.	e3 Systems	Service Order for the activation and provision of Broadband Internet and VoIP services
1236	SpeedCast Netherlands B.V.	e3 Systems	Service Order for the activation and provision of Broadband internet services
1237	SpeedCast Netherlands B.V.	e3 Systems	Service Order for the activation and provision of Broadband internet services. Standard terms and conditions at 2nd tab.
1238	SpeedCast Netherlands B.V.	e3 Systems	Service Order for the activation and provision of Broadband Internet services. Standard Terms and Conditions evident at 2nd tab.
1239	SpeedCast Netherlands B.V.	e3 Systems	Service Order for the activation and provision of Broadband internet. Standard Terms and Conditions evident at 2nd tab.
1240	SpeedCast Netherlands B.V.	e3 Systems	Service Order for the provision of upgraded Broadband Internet services. Standard Terms and Conditions evident at 2nd tab.
1241	SpeedCast Netherlands B.V.	e3 Systems	Service order for the suspension of an Airtime Plan.
1242	SpeedCast Netherlands B.V.	e3 Systems	Service Order for the suspension of Broadband Internet services.
1243	SpeedCast Netherlands B.V.	e3 Systems	Service order for the upgrade of a Regional Shared Airtime Plan and hardware.
1244	SpeedCast Netherlands B.V.	e3 Systems	Service Order for the upgrade of Broadband Internet and VoIP services. Standard Terms and Conditions evident at 2nd tab.
1245	SpeedCast Netherlands B.V.	e3 Systems	Service Order for the upgrade of Broadband Internet services. Standard Terms and Conditions evident at 2nd tab.
1246	SpeedCast Netherlands B.V.	e3 Systems	Service Order Forced Suspension, 1.5 months
1247	SpeedCast Netherlands B.V.	e3 Systems	Service Order Renewal, 12 months
1248	SpeedCast Netherlands B.V.	e3 Systems	Service Order suspension of Airtime Plan and Hardware.
1249	SpeedCast Netherlands B.V.	e3 Systems	Service order suspension, 1.5 months
1250	SpeedCast Netherlands B.V.	e3 Systems	Service order suspension, 3.5 months
1251	SpeedCast Netherlands B.V.	e3 Systems	Service order suspension, 4.5 months
1252	SpeedCast Netherlands B.V.	e3 Systems	Service order suspension, 5.5 months

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Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
1253	SpeedCast Netherlands B.V.	e3 Systems	Service order to renew satellite services.
1254	SpeedCast Netherlands B.V.	e3 Systems	Service order to supend satellite services.
1255	SpeedCast Netherlands B.V.	e3 Systems	Service order to suspend satellite services.
1256	SpeedCast Netherlands B.V.	e3 Systems	Service order to upgrade satellite services.
1257	SpeedCast Netherlands B.V.	e3 Systems	Service order, 12 months
1258	SpeedCast Netherlands B.V.	e3 Systems	Speedcast Service Order
1259	SpeedCast Netherlands B.V.	e3 Systems	Suspension of service order agreement for airtime plan
1260	SpeedCast Netherlands B.V.	e3 Systems	Suspension of Service order agreement for airtime plan with specified dates
1261	SpeedCast Netherlands B.V.	e3 Systems	Upgrade of Seervice Order agreement wwith E3 Systems
1262	SpeedCast Netherlands B.V.	e3 Systems	Purchase order for the downgrade in Broadband Internet services. MSA evident at 2nd tab.
1263	SpeedCast Netherlands B.V.	e3 Systems	Service Order for activation and provision of Broadband Internet services. Standard Terms and Conditions evident at 2nd tab.
1264	SpeedCast Netherlands B.V.	e3 Systems	Service Order for provision of Broadband Internet services and hardware. MSA evident in 2nd tab.
1265	SpeedCast Netherlands B.V.	e3 Systems	Service Order for Regional Coverage Airtime Plan and Hardware
1266	SpeedCast Netherlands B.V.	e3 Systems	Service order for Regional Shared Airtime Plan and hardware.
1267	SpeedCast Netherlands B.V.	e3 Systems	Service Order for the activation and and provision of Broadband Internet and VoIP services
1268	SpeedCast Netherlands B.V.	e3 Systems	Service Order for the activation and provision of broadband Internet services. MSA evident at 2nd tab.
1269	SpeedCast Netherlands B.V.	e3 Systems	Service Order for the provision of Broadband Internet services
1270	SpeedCast Netherlands B.V.	e3 Systems	Service Order for the provision of upgrade Broadband Internet services. MSA evident at 2nd tab.
1271	SpeedCast Netherlands B.V.	e3 Systems	Service Order for the provision of upgraded Broadband internet services. MSA evident at 2nd tab.
1272	SpeedCast Netherlands B.V.	e3 Systems	Service Order for the renewal of Broadband Internet services
1273	SpeedCast Netherlands B.V.	e3 Systems	Service Order for the suspension of Broadband Internet services.
1274	SpeedCast Netherlands B.V.	e3 Systems	Service Order for the suspension of Broadband Internet services. Standard Terms and Conditions evident at 2nd tab.
1275	SpeedCast Netherlands B.V.	e3 Systems	Service Order for the upgrade of Broadband Internet . Standard Terms and Conditions evident at 2nd tab.
1276	SpeedCast Netherlands B.V.	e3 Systems	Service Order for the upgrade of Broadband Internet equipment. MSA evident in 2nd tab.
1277	SpeedCast Netherlands B.V.	e3 Systems	Service Order for the upgrade of Broadband Internet services. Standard Terms and Conditions evident at 2nd tab.

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Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
1278	SpeedCast Netherlands B.V.	e3 Systems	Service order to renew satellite services.
1279	SpeedCast Netherlands B.V.	e3 Systems	Service order for new satellite; terms and conditions on sheet 2
1280	SpeedCast Netherlands B.V.	e3 Systems	Service order for satellite
1281	SpeedCast Netherlands B.V.	e3 Systems	Service Order
1282	SpeedCast Netherlands B.V.	e3 Systems	Service order for the renewal of a Regional Shared Airtime Plan and hardware.
1283	SpeedCast Netherlands B.V.	e3 Systems	Service order for the suspension of a Keep Alive Airtime Plan and hardware.
1284	SpeedCast Netherlands B.V.	e3 systems	Service order for a new Regional Shared Airtime Plan and hardware.
1285	SpeedCast Netherlands B.V.	e3 systems	Service order for the suspension of a Keep Alive Airtime Plan.
1286	SpeedCast Netherlands B.V.	E3 Systems	Service Order for Airtime
1287	SpeedCast Netherlands B.V.	E3 Systems	Suspension of airtime services
1288	SpeedCast Netherlands B.V.	e3 Systems	Service Order for suspension of Airtime Plan and Hardware.
1289	SpeedCast Netherlands B.V.	e3 Systems	Service Order
1290	SpeedCast Netherlands B.V.	e3 Systems	Service Order for Regional Shared Airtime Plan and Hardware
1291	SpeedCast Netherlands B.V.	e3 Systems	Service Order for Regional Shared Coverage Airtime Plan and Hardware
1292	SpeedCast Netherlands B.V.	e3 Systems	Service Order for Regional Shared Airtime Plan and Hardware
1293	Evolution Communications Group Limited	Eagle Mountain Casino	Satellite Phone Order
1294	Evolution Communications Group Limited	Eagle Mountain Casino	New Customer Form
1295	SpeedCast Communications, Inc.	Eaglestar Shipmanagement Singapore Pte Ltd	Contract with Eaglestar Shipmanagement Singapore Pte Ltd
1296	Speedcast Cyprus Ltd.	EASTERN MEDITERRANEAN MAR LTD	Contract with EASTERN MEDITERRANEAN MAR LTD
1297	SpeedCast Australia Pty Limited	Eastern Well Service No 2 Pty Ltd	Speedcast Master Services Agreement
1298	SpeedCast Australia Pty Limited	Easternwell	Broadband Internet and VOIP Service - Application Form
1299	SpeedCast Australia Pty Limited	Easternwell Services	Service Order
1300	SpeedCast Australia Pty Limited	Easternwell Services	Service Order Speedcast 2-Way Service - Upgrade
1301	Speedcast Cyprus Ltd.	ECOCARRIERS MARITIME LTD	Contract with ECOCARRIERS MARITIME LTD
1302	Speedcast Cyprus Ltd.	ECOFIGHTER SHIPPING SA	Contract with ECOFIGHTER SHIPPING SA
1303	SpeedCast Netherlands B.V.	E-Cubed	Invoicing Table for October 2015
1304	SpeedCast Netherlands B.V.	Ecubed Systems	Authorisation for number portability - Gattopardo VI (from Marlink to Voxbone)
1305	CapRock Communications Pte. Ltd.	Edda Accomodation (Malta) Ltd	Communications Service Proposal
1306	CapRock Communications Pte. Ltd.	Edda Accomodation (Malta) Ltd	Purchase Order

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Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
1307	CapRock Communications Pte. Ltd.	Edda Accomodation (Malta) Ltd	Contract with Edda Accomodation (Malta) Ltd
1308	SpeedCast Australia Pty Limited	Edenhope Foundation	Commercial Invoice between SpeedCast Australia Pty Limited and Edenhope Foundation for the sale of goods
1309	Speedcast Cyprus Ltd.	EDGE MARITIME INC.	Contract with EDGE MARITIME INC.
1310	CapRock Comunicações do Brasil Ltda.	EDP Transmissao MA II S.A.	Telecommunication Services
1311	Speedcast Cyprus Ltd.	EFNAV COMPANY LTD	Contract with EFNAV COMPANY LTD
1312	SpeedCast Limited	EGS (Asia) Limited	Price quotation.
1313	SpeedCast Limited	EGS (Asia) Limited	Service order for hardware.
1314	Speedcast Cyprus Ltd.	EGS International Ltd	Contract with EGS International Ltd
1315	Speedcast Cyprus Ltd.	EKO-APHRODITI NAITIKI ETAIRIA	Contract with EKO-ΑΦΡΟΔΙΤΗ ΝΑΥΤΙΚΗ ΕΤΑΙΡΙΑ
1316	Speedcast Cyprus Ltd.	EKO-ARTEMIS NAITIKI ETAIRIA	Contract with EKO-ΑΡΤΕΜΙΣ ΝΑΥΤΙΚΗ ΕΤΑΙΡΙΑ
1317	Speedcast Cyprus Ltd.	EKO-ATHINA NAITIKI ETAIRIA	Contract with EKO-ΑΘΗΝΑ ΝΑΥΤΙΚΗ ΕΤΑΙΡΙΑ
1318	Speedcast Cyprus Ltd.	EKO-DIMITRA NAITIKI ETAIRIA	Contract with EKO-ΔΗΜΗΤΡΑ ΝΑΥΤΙΚΗ ΕΤΑΙΡΙΑ
1319	Speedcast Cyprus Ltd.	EKO-IRA NAITIKI ETAIRIA	Contract with EKO-ΗΡΑ ΝΑΥΤΙΚΗ ΕΤΑΙΡΙΑ
1320	Speedcast Cyprus Ltd.	EL REEDY SHIPPING AGENCY	Contract with EL REEDY SHIPPING AGENCY
1321	SpeedCast Australia Pty Limited	Electranet	Service Order
1322	SpeedCast Australia Pty Limited	Electranet Pty Ltd	Purchase Order
1323	SpeedCast Australia Pty Limited	ElectraNet Pty Ltd	Broadband Internet and VOIP Service - Application Form
1324	Telaurus Communications LLC	Electronic Naval Panama	Contract with Electronic Naval Panama
1325	Speedcast Cyprus Ltd.	ELECTRONICS MARINE	Contract with ELECTRONICS MARINE
1326	Speedcast Cyprus Ltd.	Elegance Ltd	Contract with Elegance Ltd
1327	Speedcast Cyprus Ltd.	ELETSON CORPORATION	Contract with ELETSON CORPORATION
1328	Speedcast Cyprus Ltd.	ELLINIKI PETRELAIA APOLLON NAITIKI	Contract with ΕΛΛΗΝΙΚΗ ΠΕΤΡΕΛΑΙΑ ΑΠΟΛΛΩΝ ΝΑΥΤΙΚΗ
1329	Speedcast Cyprus Ltd.	ELLINIKI PETRELAIA POSIDON NAITIKI	Contract with ΕΛΛΗΝΙΚΗ ΠΕΤΡΕΛΑΙΑ ΠΟΣΕΙΔΩΝ ΝΑΥΤΙΚΗ
1330	CapRock Communications Pte. Ltd.	EMAS Offshore Services Pte Ltd	Proposal and Contract
1331	SpeedCast Limited	EMAS Offshore Services Pte Ltd	Proposal and Contract for satellite communications
1332	SpeedCast Limited	EMAS Offshore Services Pte Ltd	Proposal and Contract for satellite communications
1333	CapRock Communications Pte. Ltd.	EMAS-AMC Pte Ltd	Frame Agreement
1334	Speedcast Cyprus Ltd.	EMC GAS CORPORATION	Contract with EMC GAS CORPORATION
1335	Speedcast Cyprus Ltd.	EMPIRE BULKERS LIMITED	Contract with EMPIRE BULKERS LIMITED
1336	Speedcast Cyprus Ltd.	EMPIRE NAVIGATION INC	Contract with EMPIRE NAVIGATION INC
1337	NewCom International, Inc.	Empresa de Telecomunicaciones de Bogota S.A E.S.P.	Contract summary of service providers and services attaching educational school program pamphlet and final audit report.
1338	NewCom International, Inc.	Empresa de Telecomunicaciones de Bogota S.A E.S.P.	Summary schedule of the contract's clients and services.

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Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
1339	NewCom International, Inc.	Empresa de Telecomunicaciones de Bogota S.A. E.S.P.	Summary schedule of the contract's clients, services and costs.
1340	NewCom International, Inc.	Empresa de Telecomunicaciones de Bogota S.A. E.S.P.	Contract for the provision of satellite telecommunications services.
1341	SpeedCast Communications, Inc.	Enbridge Inc	Executed quote for Enbridge Inc's operational requirements for Project Neptune 34k Add-on Service.
1342	SpeedCast Communications, Inc.	Enbridge Inc	Executed quote for Enbridge Inc's operational requirements for Project Shenzi 34k Add-on Service.
1343	Speedcast Cyprus Ltd.	ENDEAVOUR MARINE AGENCY LTD	Contract with ENDEAVOUR MARINE AGENCY LTD
1344	Speedcast Cyprus Ltd.	ENDERUN LTD	Contract with ENDERUN LTD
1345	SpeedCast Australia Pty Limited	Enel Green Power Australia	Speedcast Quote Reference
1346	SpeedCast Australia Pty Limited	Enel Green Power Hellas	Speedcast Quote
1347	Speedcast Cyprus Ltd.	ENERYEAN IL & GAS-ENERYIAKI AIYAI A. E	Contract with ENERGEAN OIL & GAS-ENEPTEIAKH AITAIKY A.E
1348	Speedcast Cyprus Ltd.	ENESEL S.A.	Contract with ENESEL S.A.
1349	CapRock UK Limited	ENHL - BONATTI LDA	Amendment No. 2
1350	CapRock UK Limited	ENHL - BONATTI LDA	Engineering Subcontract
1351	Hermes Datacommunications International Limited	ENI Turkmenistan Limited	Amendment to contract
1352	Hermes Datacommunications International Limited	ENI Turkmenistan Limited	Contract for Provision of Data Transmission Services Satellite Communications
1353	Hermes Datacommunications International Limited	ENI Turkmenistan Limited	Purchase Order for Data Link Maintenance
1354	CapRock UK Limited	EnQuest Heather Ltd	Call-Off Order
1355	CapRock UK Limited	EnQuest Heather Ltd	Call-Off Order
1356	CapRock UK Limited	EnQuest Heather Ltd	Call-Off Order
1357	CapRock UK Limited	EnQuest Heather Ltd	Communications Service Proposal for annual renewal postpaid Airtime
1358	CapRock UK Limited	EnQuest Heather Ltd	Communications Service Proposal for GSPS airtime
1359	CapRock UK Limited	EnQuest Heather Ltd	Communications service proposal for renewal of backhaul circuits
1360	CapRock UK Limited	EnQuest Heather Ltd	Communications services proposal for GSPS airtime
1361	Globecomm Network Services Corporation	Enterprise Products Operating LLC	Master Services Agreement for Supply, Delivery and Installation of Equipment and Services for Enterprise Products Operating LLC
1362	Globecomm Network Services Corporation	Enterprise Products Operating LLC	Amendment to Master Services Agreement between Globecomm Network Services Corp. and Enterprise Products Operating LLC for the supply, delivery and installation of Equipment and Services
1363	Globecomm Network Services Corporation	Enterprise Products Operating LLC	Amendment to Master Services Agreement between Globecomm Network Services Corp. and Enterprise Products Operating LLC for the supply, delivery and installation of Equipment and Services - Amendment to Pricing

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Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
1364	Globecomm Network Services Corporation	Enterprise Products Operating LLC	Amendment to the Master Services Agreement for the supply, delivery and installation of Equipment and Services - amendment of Period of Performance
1365	Globecomm Network Services Corporation	Enterprise Products Operating LLC	Notice of Assignment of Master Services Agreement dated 20171120 to Speedcast Communications, Inc.
1366	Maritime Communication Services, Inc.	Epic Cruise Ltd	Communications Services Agreement.
1367	CapRock Comunicações do Brasil Ltda.	Equinor Brasil Energia Ltda.	Term renew
1368	SpeedCast Norway AS	Equinor Energy AS	Purchase Order for 4G Services, Equipment and VPN Access
1369	SpeedCast Communications, Inc.	ERA Helicopters LLC	Communications Service Proposal
1370	SpeedCast Australia Pty Limited	Ergon Energy Corp Limited	Purchase Order
1371	Evolution Communications Group Limited	Eric Steinberg Company / DBA Link Wav	Confidentiality and non-disclosure agreement concerning product pricing.
1372	CapRock UK Limited	Esso Exploration & Production Guyana Ltd.	Purchase Order for VSAT Services (re contract 46000191108)
1373	Speedcast Cyprus Ltd.	Estel Marine Yat Sanayi ve Ticaret Lts Sikreti	Contract with Estel Marine Yat Sanayi ve Ticaret Lts Sikreti
1374	SpeedCast Limited	Eterno Shipping Co., S.A	Proposal cum contract for satellite services and equipment.
1375	CapRock Comunicações do Brasil Ltda.	Etesco Construcoes e Comercio Ltda.	Telecommunication Services
1376	SpeedCast Norway AS	Euro Trans Skips AS	Communications Service Proposal for
1377	SpeedCast Norway AS	Euro Trans Skips AS	Purchase Order for Iridium Pilot Maritime (acc. to proposal 19-0608RS)
1378	Speedcast Cyprus Ltd.	EURODEVELOPMENT MANAGEMENT S.A	Contract with EURODEVELOPMENT MANAGEMENT S.A
1379	SpeedCast France SAS	EURONEWS	Order authorization
1380	SpeedCast France SAS	EURONEWS SA	Service Order and invoice
1381	SpeedCast France SAS	EURONEWS SA	Service order n. 17309LDR
1382	SpeedCast France SAS	EURONEWS SA	Service Order n. 17342LDR and Invoice
1383	Telaurus Communications LLC	Europa Maritime Ltd	Contract with Europa Maritime Ltd
1384	SpeedCast Singapore Pte. Ltd.	European Broadcasting Union	Master Services Agreement and the accompanying terms and conditions for satellite telecommunications.
1385	SpeedCast Limited	European Dredging Company SA.	Purchase Order for VSAT Service dated 20190503 referring to attached previous Service Agreement between Speedcast Ltd and JAN DE NUL GROUP (Sofidra SA) executed 20150624
1386	Speedcast Cyprus Ltd.	EUROPEAN MANAGEMENT MARITIME COMPANY	Contract with EUROPEAN MANAGEMENT MARITIME COMPANY
1387	Speedcast Cyprus Ltd.	EUROTANKERS INC.	Contract with EUROTANKERS INC.
1388	Globecomm Network Services Corporation	Eutelsat SA	Amendment 1 to Master Service Agreement for Managed Services
1389	Globecomm Network Services Corporation	Eutelsat SA	Operation and Maintenance Services Agreement
1390	Globecomm Network Services Corporation	Eutelsat SA	Teleport Services Contract Statement of Work 2

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Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
1391	SpeedCast Australia Pty Limited	Eutelsat SA	Service Order for provision of teleport services, rack space and IP address.
1392	SpeedCast Singapore Pte. Ltd.	Eutelsat SA	Service order with multiple SOW, appendices, annexures and maintenance procedures on provision of services including leasing of antennas, dual power supply, power distribution and internet connectivity.
1393	SpeedCast Australia Pty Limited	Eutelsat SA	Letter of award with subject being contract for monitoring services in Mawson Lake Teleport.
1394	Satellite Communications Australia Pty Ltd	Evolution Communications Group Limited	Teaming Agreement to provide communication equipment and services
1395	SpeedCast Australia Pty Limited	Evolution Technologies Pty Ltd	Purchase Order
1396	SpeedCast Australia Pty Limited	Evolution Technologies Pty Ltd	Service Order
1397	Globecom Europe B.V.	Evosat	Internal Purchase Order Form
1398	Globecom Europe B.V.	Evosat	Internal purchase order form for equipment
1399	Speedcast Cyprus Ltd.	EVRIPOS SHIPMANAGEMENT INC.	Contract with EVRIPOS SHIPMANAGEMENT INC.
1400	Speedcast Cyprus Ltd.	EXANTAS EPE	Contract with EXANTAS EPE
1401	SpeedCast Australia Pty Limited	Excelerate Technology	Service agreement - Service order for the provision of satellite, teleport and internet backbone services.
1402	Speedcast Cyprus Ltd.	Exmar Shipmanagement NV	Contract with Exmar Shipmanagement NV
1403	SpeedCast Communications, Inc.	Expero USA, INC.	Master Services Agreement
1404	SpeedCast Communications, Inc.	Expero USA, INC.	Purchase Order
1405	Evolution Communications Group Limited	Explorer Satellite Communications, Inc.	Non-disclosure agreement regarding the provision of information pertaining to the operations of the parties.
1406	Evolution Communications Group Limited	Explorer Satellite Communications, Inc.	Sub-distribution agreement
1407	SpeedCast Limited	Express Marine Electronics Co. Ltd	Airtime Plan Service Order - Termination
1408	Hermes Datacommunications International Limited	Expro	Contract for the Supply of Equipment and Services to Expro
1409	Hermes Datacommunications International Limited	Expro North Sea Ltd	Amendment to Quotation for the Supply of Equipment and Bandwidth to Expro North Sea Limited dated 15 September 2011
1410	Hermes Datacommunications International Limited	Expro North Sea Ltd	Amendment to Quotation for the Supply of Equipment and Bandwidth to Expro North Sea Limited, dated 29 June 2011
1411	Hermes Datacommunications International Limited	Expro North Sea Ltd	Quotation for the Supply of Equipment and Bandwidth to Expro North Sea Ltd
1412	SpeedCast Australia Pty Limited	Exxon Mobil PNG	Application for Service Activation and Purchase Orders
1413	SpeedCast Communications, Inc.	ExxonMobil	Proposal and terms and conditions for VSAT services.
1414	SpeedCast Communications, Inc.	ExxonMobil Global Services	Exhibits to a Multicountry master goods and services agreement.
1415	SpeedCast Communications, Inc.	ExxonMobil Global Services	Exhibits to a multi-country master goods and services agreement.
1416	SpeedCast Communications, Inc.	ExxonMobil Global Services	This is a Multi Country Master Goods and Services Agreement for the provisions of various services including satellite, microwave, and/or voice and data equipment.

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Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
1417	CapRock UK Limited	ExxonMobil Mozambique (Mozambique Rovuma Venture S.p.A.)	Work Order.
1418	SpeedCast Australia Pty Limited	ExxonMobil PNG Limited	Purchase Order
1419	SpeedCast Australia Pty Limited	ExxonMobil PNG Limited(Registration No 1-18948)	Amendment agreement to extend the term of a services agreement.
1420	SpeedCast Australia Pty Limited	ExxonMobil PNG Limited(Registration No 1-18948)	Agreement A2448447 Addendum NBR 4
1421	SpeedCast Australia Pty Limited	Ezinet Tonga Ltd	Speedcast Reciprocal Agreement for services related to the termination of international telephony traffic.
1422	Globecomm Europe B.V.	F&M Consultancy VOF	Order for Internet Services
1423	Speedcast Cyprus Ltd.	FAIRPORT SHIPPING LIMITED	Contract with FAIRPORT SHIPPING LIMITED
1424	SpeedCast Limited	Fan Yang (ID Card Number 522131199109296840)	Power of Attorney
1425	CapRock UK Limited	Farstad Shipping AIS (Solstad Offshore ASA)	Maritime Service Agreement
1426	CapRock UK Limited	Farstad Shipping ASA	Amendment to the Maritime Services Agreement
1427	CapRock UK Limited	Farstad Shipping ASA	Maritime Services Agreement whereby CapRock provides Farstad Ku-band based VSAT satellite communication services at a monthly service subscription fee.
1428	CapRock UK Limited	Farstad Shipping ASA	Maritime Services Agreement
1429	Speedcast Cyprus Ltd.	FastCat Ltd	Contract with FastCat Ltd
1430	Speedcast Cyprus Ltd.	FEARLESS SHIPPING & TRADING S.A.	Contract with FEARLESS SHIPPING & TRADING S.A.
1431	Speedcast Cyprus Ltd.	FEDOROV DIONYSIS	Contract with FEDOROV DIONYSIS
1432	SpeedCast Singapore Pte. Ltd.	Feli Fisheries Inc.	Credit application
1433	Speedcast Cyprus Ltd.	FICAYA LTD	Contract with FICAYA LTD
1434	Speedcast Cyprus Ltd.	FIDELITY SHIPPING & TRADING INC	Contract with FIDELITY SHIPPING & TRADING INC
1435	SpeedCast Netherlands B.V.	Finarge Apoio Maritimo (Under Cyrstalpool SRL)	Service order to renew satellite services.
1436	Globecomm Europe B.V.	Finch House Limited	Annex 1 Order form
1437	Globecomm Europe B.V.	Finch House Limited	Service order for the provision of certain services.
1438	SpeedCast Australia Pty Limited	Finisterre Vision	Service order for satellite communication services. 15 Speedcast entities listed in attached document to the service order including Caprock Communications (Australia) Pty Ltd. (insufficient space-see Comment below for rest of entities).
1439	Speedcast Cyprus Ltd.	FINOS I & SIA OE	Contract with FINOS I & SIA OE
1440	SpeedCast Australia Pty Limited	Fire & Rescue New South Wales (ABN 12 593 473 110)	Change request form regarding supply of Cobham explorer 5075GX portable satellite unit, satellite carriage and associated services, together with a General order form.
1441	SpeedCast Australia Pty Limited	Fire & Rescue New South Wales (ABN 12 593 473 110)	Original contract for provision of telecommunication services with attachments including General order form (page 53), Speedcast service agreement - service orders (page 161 onwards)
1442	SpeedCast Australia Pty Limited	Fire And Emergency New Zealand	Master services agreement for provision of satellite and/or internet bandwidth services and / or equipment.
1443	SpeedCast Australia Pty Limited	Fire and Emergency NZ	Broadband internet and Voip service application form.

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Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
1444	SpeedCast Norway AS	First Geo AS	Proposal for communications services to be provided.
1445	Speedcast Cyprus Ltd.	FIRST LINES COMPANY S.A	Contract with FIRST LINES COMPANY S.A
1446	SpeedCast Limited	First Marine Service	service report.
1447	SpeedCast Singapore Pte. Ltd.	First Marine Service Co.,Ltd.	contract is a proposal for iridium certus and FBB services. There are four annexes with different terms. Annex A is 24 months. Annex C is 36 months.
1448	SpeedCast Limited	First Marine Service Co.,Ltd.	Contract is a sim card service activation request.
1449	SpeedCast Limited	First Marine Service Co.,Ltd.	Contract is a sim card service activation request.
1450	SpeedCast Singapore Pte. Ltd.	First Marine Service Co.,Ltd.	Proposal cum Contract for FBB services.
1451	SpeedCast Limited	First Marine Service Co.,Ltd.	Contract is an iridium certus service activation form.
1452	Speedcast Cyprus Ltd.	FIVE OCEANS SALVAGE CONSULTANTS LTD	Contract with FIVE OCEANS SALVAGE CONSULTANTS LTD
1453	Speedcast Cyprus Ltd.	FLEET MANAGEMENT LIMITED	Contract with FLEET MANAGEMENT LIMITED
1454	Evolution Communications Group Limited	FleetCom AS	Confidentiality and Non-Disclosure Agreement
1455	SpeedCast Netherlands B.V.	Floatel Superior B.V. Norwegian Branch	Contract with Floatel Superior B.V. Norwegian Branch
1456	SpeedCast Netherlands B.V.	Floatel UK Contractor Limited	Contract with Floatel UK Contractor Limited
1457	SpeedCast Australia Pty Limited	Flow Purified Water	Service Order Form
1458	SpeedCast Australia Pty Limited	Flow Purified Water	Service Order Form
1459	SpeedCast Australia Pty Limited	Flow Purified Water (6-203727)	The Master Services Agreement
1460	SpeedCast Netherlands B.V.	FMSBV	Service order to lease satellite equipment.
1461	SpeedCast Netherlands B.V.	FMSBV Marine Services B.V	Amendment to Master Services Agreement
1462	SpeedCast France SAS	FONDATION HIRONDELLE	Subscription Contract for Network Services
1463	SpeedCast France SAS	FONDATION HIRONDELLE	Subscription Contract for Network Services
1464	SpeedCast France SAS	FORACO	Contract for Subscription to VSAT Service
1465	Speedcast Cyprus Ltd.	FORTIUS SHIP MANAGEMENT LTD	Contract with FORTIUS SHIP MANAGEMENT LTD
1466	SpeedCast Australia Pty Limited	Forum Fisheries Agency	Service order for the provision of satellite services.
1467	SpeedCast Australia Pty Limited	Forum Fisheries Agency	Amendment to a service agreement for the provision of satellite teleport and internet services dated 9 November 2012, subject to a Master Services Agreement dated 1 December 2007.
1468	SpeedCast Australia Pty Limited	Forum Fisheries Agency	Service agreement for the provision of internet service, superseding Service Order #4253 that ended on 30 November 2015 and subject to a Master Services Agreement dated 1 December 2007.
1469	CapRock UK Limited	Fred Olsen Cruise Lines Ltd	Communications services schedule to Master Services Agreement for the provision of VSAT service on the Braemar.
1470	CapRock UK Limited	Fred Olsen Cruise Lines Ltd	Communications services schedule to Master Services Agreement for the provision of VSAT service on the Boudicca.

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Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
1471	CapRock UK Limited	Fred Olsen Cruise Lines Ltd	Communications service schedule to Master Services Agreement for the provision of VSAT service on the Black Watch.
1472	CapRock UK Limited	Fred Olsen Cruise Lines Ltd	Communications services schedule to Master Services Agreement for the provision of VSAT service on the Balmoral.
1473	CapRock UK Limited	Fred Olsen Cruise Lines Ltd	Communications services schedule to Master Services Agreement for the provision of VSAT service on the Boudicca.
1474	CapRock UK Limited	Fred Olsen Cruise Lines Ltd	Communications services schedule to Master Services Agreement for the provision of VSAT service on the Braemar.
1475	CapRock UK Limited	Fred Olsen Cruise Lines Ltd	Contract with Fred Olsen Cruise Lines Ltd
1476	CapRock UK Limited	Fred Olsen Cruise Lines Ltd	Caprock Communications Services Agreement for the provision of commercial satellite capacity enabling VSAT services, annexing communications service schedules numbered 0004, 0003, 0002 and 0001, and a Speedcast Non-Disclosure Agreement.
1477	CapRock UK Limited	Fred Olsen Cruise Lines Ltd (Company Number 02672435)	Communications Services Agreement for provision of Communication Services and Associated Equipment for use on Fred Olsen Cruise Lines Ltd vessels
1478	CapRock UK Limited	Fred Olsen Cruise Lines Ltd (company number 02672435)	Contract with Fred Olsen Cruise Lines Ltd (company number 02672435)
1479	SpeedCast Norway AS	Fred. Olsen Windcarrier Operations AS (VAT No. 988 598 976)	Notification of change of invoicing address related to Master Services Agreement dated 20 December 2018
1480	CapRock UK Limited	Fred.Olsen	Purchase order for rental (36mnth agreement) x 4 vessels, installation and iridium next terminal lease (36mnth agreement) x 4 vessels.
1481	NewCom International, Inc.	Frequentis AG	Purchase order
1482	SpeedCast Australia Pty Limited	Frieda River Limited (Company No. 1-58096)	Master Services Agreement for provision of satellite services and equipment.
1483	SpeedCast Communications, Inc.	FTS International Services, LLC	Master Services Agreement
1484	SpeedCast Netherlands B.V.	Fugro	Service report
1485	SpeedCast Netherlands B.V.	Fugro	Service order to change bandwidth.
1486	SpeedCast Netherlands B.V.	Fugro	Service order to ad "QOS & PRIORITY"
1487	SpeedCast Netherlands B.V.	Fugro Egypt	Service Order for VSAT services incorporating Terms and Conditions of the MSA.
1488	SpeedCast Netherlands B.V.	Fugro Frontier	Service Order for VSAT services incorporating Terms and Conditions of the MSA.
1489	SpeedCast Limited	Fugro Frontier	2-Way iDirect X5 Maritime Service Upgrade Notification of successful upgrade of circuit.
1490	SpeedCast Netherlands B.V.	Fugro Gulf INC	Multiple apendices to agreement
1491	SpeedCast Netherlands B.V.	Fugro Marina Services BV	Service order form: Below-Decks Equipment and Off-Project Bandwidth Lease.
1492	SpeedCast Netherlands B.V.	Fugro Marina Services BV	Service order to change bandwidth.

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Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
1493	SpeedCast Netherlands B.V.	Fugro Marina Services BV	Service order to lease satellite equipment.
1494	SpeedCast Netherlands B.V.	Fugro Marina Services BV	Service order to lease satellite equipment and services.
1495	SpeedCast Netherlands B.V.	Fugro Marine Services	Service order for BW upgrade
1496	SpeedCast Netherlands B.V.	Fugro Marine Services BV	Service order for satellite and equipment rental
1497	SpeedCast Netherlands B.V.	Fugro Marine Services BV	Service Order Form (Bandwidth Change Order Form)
1498	SpeedCast Netherlands B.V.	Fugro Marine Services BV	Service Order Form (Above-Deck Equipment Lease)
1499	SpeedCast Netherlands B.V.	Fugro Marine Services BV	Service order form.
1500	SpeedCast Netherlands B.V.	Fugro Marine Services BV	Service order for additional bandwidth
1501	SpeedCast Netherlands B.V.	Fugro Marine Services BV	Service order for bandwidth upgrade
1502	SpeedCast Netherlands B.V.	Fugro Marine Services BV	Service Order for bandwidth change incorporating terms and conditions of MSA.
1503	SpeedCast Netherlands B.V.	Fugro Marine Services BV	Service order form and Below-decks equipment and off-project bandwidth lease
1504	SpeedCast Netherlands B.V.	Fugro Marine Services BV	Service order for equipment and bandwidth lease
1505	SpeedCast Netherlands B.V.	Fugro Marine Services BV	Service order form (transfer to new MSA).
1506	SpeedCast Netherlands B.V.	Fugro Marine Services BV	Service order for upgrade of uplink
1507	SpeedCast Netherlands B.V.	Fugro Marine Services BV	Service Order Form
1508	SpeedCast Netherlands B.V.	Fugro Marine Services BV	Service order for bandwidth change
1509	SpeedCast Netherlands B.V.	Fugro Marine Services BV	Service Order for bandwidth change incorporating terms and conditions of the MSA.
1510	SpeedCast Netherlands B.V.	Fugro Marine Services BV	Service order form and Bandwidth change order form
1511	SpeedCast Netherlands B.V.	Fugro Marine Services BV	Service order form and Bandwidth change order form.
1512	SpeedCast Netherlands B.V.	Fugro Marine Services BV	Bandwidth Change Service Order Form incorporating terms and conditions of the MSA.
1513	SpeedCast Netherlands B.V.	Fugro Marine Services BV	Service order for above deck equipment lease.
1514	SpeedCast Netherlands B.V.	Fugro Marine Services BV	Service order to lease satellite equipment.
1515	SpeedCast Netherlands B.V.	Fugro Marine Services BV	Official quotation.
1516	SpeedCast Netherlands B.V.	Fugro Marine Services BV	Service Order for below-deck equipment and off-project bandwidth lease incorporating MSA terms and conditions.
1517	SpeedCast Netherlands B.V.	Fugro Marine Services BV	Service order for above-deck equipment lease
1518	SpeedCast Netherlands B.V.	Fugro Marine Services BV	VSAT- Service order form (SOF) for equipment and bandwidth, with BW price, Equipment services price list, Fugro vessel configurations, coverage and lookup.
1519	SpeedCast Netherlands B.V.	Fugro Marine Services BV	Service Order for hardware incorporating terms and conditions.
1520	SpeedCast Netherlands B.V.	Fugro Marine Services BV	Service Order for hardware attaching Terms and Conditions.
1521	SpeedCast Netherlands B.V.	Fugro Marine Services BV	Purchase Order for FBB 150 IP hand set. Terms and Conditions attached.

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Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
1522	SpeedCast Netherlands B.V.	Fugro Marine Services BV	Service order for satellite services.
1523	SpeedCast Netherlands B.V.	Fugro Marine Services BV	VSAT installation and commissioning Service Order, incorporating Service conditions.
1524	SpeedCast Netherlands B.V.	Fugro Marine Services BV	Service Order for VSAT services incorporating Service Conditions.
1525	SpeedCast Netherlands B.V.	Fugro Marine Services BV	Service order for 4G system installation and service conditions
1526	SpeedCast Netherlands B.V.	Fugro Marine Services BV	Service order for additional bandwidth and service conditions
1527	SpeedCast Netherlands B.V.	Fugro Marine Services BV	Service order for additional bandwidth.
1528	SpeedCast Netherlands B.V.	Fugro Marine Services BV	Service order for satellite equipment.
1529	SpeedCast Netherlands B.V.	Fugro Marine Services BV	Service order for VSAT rental and service conditions
1530	SpeedCast Netherlands B.V.	Fugro Marine Services BV	Purchase Order
1531	SpeedCast Netherlands B.V.	Fugro Marine Services BV	Request for quote for repair of radio and TV system
1532	SpeedCast Netherlands B.V.	Fugro Marine Services Bv	Service Order
1533	SpeedCast Australia Pty Limited	Fugro Marine Services BV	Increased band Width V-Sat Service Order. Service Conditions attached.
1534	SpeedCast Netherlands B.V.	Fugro Marine Services BV	Service Oder for additional internet bandwidth. Service Conditions attached.
1535	SpeedCast Netherlands B.V.	Fugro Marine Services BV	Service Order for additional internet bandwidth. Service Conditions attached.
1536	SpeedCast Netherlands B.V.	Fugro Marine Services BV	Service order follow up and service conditions
1537	SpeedCast Netherlands B.V.	Fugro Marine Services BV	Service Order for FMS Contracts: above deck equipment lease. Service conditions attached.
1538	SpeedCast Netherlands B.V.	Fugro Marine Services BV	Service Order for FMS contracts: additional bandwidth services. Service Conditions attached.
1539	SpeedCast Netherlands B.V.	Fugro Marine Services BV	Service Order for FMS contracts: below deck equipment and off project bandwidth lease. Service Conditions attached.
1540	SpeedCast Netherlands B.V.	Fugro Marine Services BV	Service order for satellite and service conditions
1541	SpeedCast Netherlands B.V.	Fugro Marine Services BV	Service order for satellite services and equipment.
1542	SpeedCast Netherlands B.V.	Fugro Marine Services BV	Service Order in relation to FMS contracts: below deck equipment and off project bandwidth lease. Service conditions attached.
1543	SpeedCast Netherlands B.V.	Fugro Marine Services BV	FMS Contract SpeedCast Irridium phone attaching Service Conditions.
1544	SpeedCast Netherlands B.V.	Fugro Marine Services BV	05/18/2020
1545	SpeedCast Netherlands B.V.	Fugro Marine Services BV	Service Order for increase bandwidth of satellite communications system. Service Conditions attached.
1546	SpeedCast Netherlands B.V.	Fugro Marine Services BV	Service Order in relation to FMS contracts: additional bandwidth services. Service conditions attached.
1547	SpeedCast Netherlands B.V.	Fugro Marine Services BV	Hardware lease rental; terms and conditions sheet 2
1548	SpeedCast Netherlands B.V.	Fugro Marine Services BV	Service order and hardware lease rental

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Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
1549	SpeedCast Netherlands B.V.	Fugro Marine Services BV	Service order to lease satellite equipment and services.
1550	SpeedCast Netherlands B.V.	Fugro Marine Services BV	Service order for upgrade of VSAT and service conditions
1551	SpeedCast Netherlands B.V.	Fugro Marine Services BV	Service order to lease hardware.
1552	SpeedCast Netherlands B.V.	Fugro Marine Services BV	Service Order for VSAT services incorporating Terms and Conditions of the MSA.
1553	SpeedCast Netherlands B.V.	Fugro Marine Services BV (FMSBV)	Master Services Agreement for provision of satellite services and equipment.
1554	SpeedCast Netherlands B.V.	Fugro Marine Services Singapore PTE Ltd	Service order for airtime plan and hardware
1555	SpeedCast Netherlands B.V.	Fugro Marine Services Singapore PTE Ltd	Service Order for Airtime Plan and Hardware and Terms and Conditions.
1556	SpeedCast Netherlands B.V.	Fugro Marine Services Singapore PTE Ltd	Service Order
1557	SpeedCast Netherlands B.V.	Fugro Netherlands Marine BV	Service Order
1558	SpeedCast Netherlands B.V.	Fugro Netherlands Marine BV	Service order form
1559	SpeedCast Netherlands B.V.	Fugro Netherlands Marine BV	Usage statement
1560	SpeedCast Netherlands B.V.	Fugro Netherlands Marine BV	VSAT Service Order Form
1561	SpeedCast Netherlands B.V.	Fugro Netherlands Marine BV	Purchase order for a SIM card.
1562	SpeedCast Netherlands B.V.	Fugro Netherlands Marine BV	Purchase order for Iridium antenna
1563	SpeedCast Netherlands B.V.	Fugro Netherlands Marine BV	Purchase order for phone cards
1564	SpeedCast Netherlands B.V.	Fugro Netherlands Marine BV	Purchase order for phone cards.
1565	SpeedCast Netherlands B.V.	Fugro Netherlands Marine BV	Purchase order for SIM card
1566	SpeedCast Netherlands B.V.	Fugro Netherlands Marine BV	Purchase order order for satellite equipment.
1567	SpeedCast Netherlands B.V.	Fugro Netherlands Marine BV	Service order for replacement telephone and installation.
1568	SpeedCast Netherlands B.V.	Fugro Netherlands Marine BV	Purchase order
1569	SpeedCast Netherlands B.V.	Fugro Netherlands Marine BV	Declaration to determine VAT
1570	SpeedCast Netherlands B.V.	Fugro SAE	Service Order for VSAT services incorporating Terms and Conditions of the MSA.
1571	SpeedCast Netherlands B.V.	Fugro SAE	Purchase Order for additional bandwidth services.
1572	SpeedCast Netherlands B.V.	Fugro SAE	Purchase Order for repair service.
1573	SpeedCast Netherlands B.V.	Fugro SAE	Purchase Order for replacement of parts of seatel antenna.
1574	SpeedCast Netherlands B.V.	Fugro SAE	Purchase Order for various goods and services.
1575	SpeedCast Netherlands B.V.	Fugro Singapore	Fugro Standard Purchase Order Terms and Conditions.
1576	SpeedCast Netherlands B.V.	Fugro Singapore Marine Pte Ltd	Proposal by Speedcast to Fugro
1577	SpeedCast Netherlands B.V.	Fugro Singapore Marine Pte Ltd	Order for services from engineer and technician
1578	SpeedCast Netherlands B.V.	Fugro Singapore Marine Pte Ltd	Purchase Order for Antenna System
1579	SpeedCast Netherlands B.V.	Fugro Singapore Marine Pte Ltd	Purchase order for subscription upgrade
1580	SpeedCast Netherlands B.V.	Fugro Singapore Marine Pte Ltd	Purchase order

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Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
1581	SpeedCast Netherlands B.V.	Fugro Singapore Marine Pte Ltd	Purchase order and reference to a Service Order
1582	SpeedCast Netherlands B.V.	Fugro Singapore Marine Pte Ltd	Purchase order and reference to Service Order
1583	SpeedCast Netherlands B.V.	Fugro Singapore Marine Pte Ltd	VSAT- Service order form (SOF) for equipment and bandwidth, with BW price, Equipment services price list, Fugro vessel configurations, coverage and lookup.
1584	SpeedCast Netherlands B.V.	Fugro Singapore Marine Pte Ltd	VSAT- Service order form (SOF) for equipment and bandwidth.
1585	SpeedCast Netherlands B.V.	Fugro Singapore Marine Pte Ltd	Letter of quotation for various services.
1586	SpeedCast Netherlands B.V.	Fugro Singapore Pte Ltd	Supply of VSAT Airtime and Support
1587	SpeedCast Limited	Fugro Singapore Pte Ltd	Request for Quotation and Official Quotation.
1588	SpeedCast Limited	Fugro Singapore Pte Ltd	Purchase order for bandwidth.
1589	SpeedCast Netherlands B.V.	Fugro Singapore Pte Ltd	Service Order for Regional Shared Airtime Plan and Hardware.
1590	SpeedCast Netherlands B.V.	Fugro Singapore PTE Ltd	Service order for airtime plan and hardware
1591	SpeedCast Netherlands B.V.	Fugro Singapore Pte Ltd	VSAT- Service order form (SOF) for equipment and bandwidth, with BW price list, Equipment services price list, Vessel configurations, Coverage, Lookup.
1592	SpeedCast Netherlands B.V.	Fugro Singapore Pte Ltd	VSAT- Service order form (SOF) for equipment and bandwidth.
1593	SpeedCast Netherlands B.V.	Fugro Survey (Middle East) Ltd	VSAT Service Order Form
1594	SpeedCast Limited	Fugro Survey (Middle East) Ltd	Service Order for Airtime Plan - New
1595	SpeedCast Netherlands B.V.	Fugro Survey Africa	Service order for satellite services.
1596	SpeedCast Netherlands B.V.	Fugro Survey Africa (Pty) Ltd	Service Order for hardware incorporating terms of the MSA and other terms and Conditions.
1597	SpeedCast Netherlands B.V.	Fugro Survey Africa (Pty) Ltd	Service Order for hardware.
1598	SpeedCast Netherlands B.V.	Fugro Survey Africa (Pty) Ltd.	Service order to renew satellite services.
1599	SpeedCast Netherlands B.V.	Fugro Survey Africa (Pty) Ltd.	Service order to upgrade satellite services.
1600	SpeedCast Netherlands B.V.	Fugro Survey Africa (Pty) Ltd.	Smart Service Order Form
1601	SpeedCast Netherlands B.V.	Fugro Survey B.V.	Service Order for VSAT services incorporating Terms and Conditions of the MSA. Attachments included: Bandwidth and Equipment price lists, vessel configurations, coverage and extra info.
1602	SpeedCast Netherlands B.V.	Fugro Survey BV	Service order for new satellite
1603	SpeedCast Netherlands B.V.	Fugro Survey BV	Service Order for hardware incorporating terms of the MSA and other terms and Conditions.
1604	SpeedCast Netherlands B.V.	Fugro Survey BV	Service order to renew satellite services.
1605	SpeedCast Netherlands B.V.	Fugro Survey BV	Purchase Order
1606	SpeedCast Netherlands B.V.	Fugro Survey BV	Service order to transfer to new plan.
1607	SpeedCast Netherlands B.V.	Fugro Voyager	Service report
1608	SpeedCast Limited	Fugro Voyager / Fugro	Deactivation (suspension) notification.

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Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
1609	SpeedCast Australia Pty Limited	Fujitsu Australia Limited	Work Order for the purposes of the Deed of Standing Offer for the provision of internet Services
1610	SpeedCast Australia Pty Limited	Fujitsu Australia Limited	Subcontract - Deed of Standing Offer for the provision of internet services
1611	SpeedCast Australia Pty Limited	Fujitsu Australia Limited	Subcontract for the provision of skilled communications technology services.
1612	SpeedCast Australia Pty Limited	Fujitsu Australia Limited	Work Order for the purposes of the Deed of Standing Offer for the provision of internet Services
1613	SpeedCast Australia Pty Limited	Fujitsu Australia Limited	Subcontract - Deed of Standing Offer for the provision of internet services
1614	SpeedCast Australia Pty Limited	Fujitsu Australia Limited	Variation Thirty Four to Agreement between Fujitsu Australia Limited and debtor
1615	SpeedCast Australia Pty Limited	Fujitsu Australia Limited	Variation Thirty One to Agreement between Fujitsu Australia Limited and debtor
1616	SpeedCast Australia Pty Limited	Fujitsu Australia Limited	Variation Thirty Three to Agreement between Fujitsu Australia Limited and debtor
1617	SpeedCast Australia Pty Limited	Fujitsu Australia Limited	Variation Thirty to Agreement between Fujitsu Australia Limited and debtor
1618	SpeedCast Australia Pty Limited	Fujitsu Australia Limited	Variation Thirty Two to Agreement between Fujitsu Australia Limited and debtor
1619	SpeedCast Australia Pty Limited	Fujitsu Australia Limited	Variation Twenty Nine to Agreement between Fujitsu Australia Limited and debtor
1620	SpeedCast Australia Pty Limited	Fujitsu Australia Limited	Variation Nine A to Agreement between Fujitsu Australia Limited and debtor
1621	SpeedCast Australia Pty Limited	Fujitsu Australia Limited	Variation Ten A to Agreement between Fujitsu Australia Limited and debtor
1622	SpeedCast France SAS	Fundacion Oxfam Intermon	Subscription Contract
1623	SpeedCast France SAS	Fundacion Oxfam Intermon	Service Order No. 4500068849 and Invoice
1624	SpeedCast Netherlands B.V.	Furgo Singapore	Email
1625	SpeedCast Netherlands B.V.	Furgo Singapore PTE Ltd	Service Order
1626	SpeedCast Netherlands B.V.	Furuno Norge A/S	Purchase Order for Products
1627	SpeedCast Netherlands B.V.	Furuno Norge AS	Speedcast Service Order
1628	SpeedCast Netherlands B.V.	Furuno Norge AS	VSAT Promotion Order Form
1629	SpeedCast Limited	Furuno Service AB	Distributor Agreement
1630	SpeedCast Limited	Furuno Sverige AB	Distribution Agreement
1631	SpeedCast Netherlands B.V.	Furuno Sweden	Purchase Order 20242
1632	SpeedCast Netherlands B.V.	Furuno Sweden	Service Order for Hardware
1633	SpeedCast Netherlands B.V.	Furuno Sweden	Service Order for Hardware
1634	SpeedCast Netherlands B.V.	FURUNU Danmark	Service Order
1635	Speedcast Cyprus Ltd.	G.M.A MARITIME S.A.	Contract with G.M.A MARITIME S.A.

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Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
1636	Globecomm Europe B.V.	Gannexion BV	A service order form for Bandwidth subscription.
1637	Speedcast Cyprus Ltd.	GAS TECH OPERATIONS S.A.	Contract with GAS TECH OPERATIONS S.A.
1638	Speedcast Cyprus Ltd.	GASLOG LNG SERVICES LTD	Contract with GASLOG LNG SERVICES LTD
1639	CapRock UK Limited	GasLog LNG Services Ltd	Maritime Services Agreement
1640	CapRock UK Limited	GasLog LNG Services Ltd	Amendment 3 to Maritime Services Agreement
1641	SpeedCast Australia Pty Limited	Gazelle International Hotel	Service order for an upgrade.
1642	SpeedCast Australia Pty Limited	Gazelle International Hotel	Service order for downgrade services.
1643	NewCom International, Inc.	GDT Flywan	Contract for satellite services.
1644	SpeedCast Netherlands B.V.	Gearbulk	Service order agreement for global coverage airtime plan
1645	SpeedCast Limited	Gearbulk	Service Order for the activation and provision of Broadband Internet services.
1646	SpeedCast Limited	Gearbulk	Service Order for the provision of upgraded Broadband Internet services
1647	SpeedCast Limited	Gearbulk	Service Order for the suspension of Broadband Internet services
1648	SpeedCast Limited	Gearbulk	Service Order for the upgrade of Broadband Internet services
1649	SpeedCast Limited	Gearbulk	Service order
1650	SpeedCast Limited	Gearbulk	Service order agreement for global coverage airtime plan
1651	SpeedCast Limited	Gearbulk	Service order agreement for the global shared airtime plan
1652	SpeedCast Limited	Gearbulk	Service Order
1653	SpeedCast Limited	Gearbulk	Service order agreement for global coverage airtime plan
1654	SpeedCast Limited	Gearbulk	Seacast Sigma Terms & Conditions
1655	SpeedCast Limited	Gearbulk	Service Order
1656	SpeedCast Limited	Gearbulk	Service order agreement for global coverage airtime plan
1657	SpeedCast Limited	Gearbulk	Service Order for Airtime Plan (Seacast Sigma)
1658	SpeedCast Limited	Gearbulk	Service Order for the provision of internet connectivity on a Global Coverage plan.
1659	SpeedCast Limited	Gearbulk	Service Order for the suspension of broadband services
1660	SpeedCast Limited	Gearbulk	Service order agreement
1661	SpeedCast Limited	Gearbulk	Service order agreement for an upgrade to the global coverage airtime plan
1662	SpeedCast Limited	Gearbulk	Service order agreement for upgrade for the global coverage airtime plan
1663	SpeedCast Limited	Gearbulk	Service Order agreement for upgrade on global coverage airtime plan
1664	SpeedCast Limited	Gearbulk	Service order agreement upgrade for Global coverage airtime plan
1665	SpeedCast Limited	Gearbulk	Service Order for Airtime Plan (Seacast Sigma)

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Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
1666	SpeedCast Limited	Gearbulk	Service Order for the provision of internet connectivity on a Global Coverage plan.
1667	SpeedCast Netherlands B.V.	Gearbulk	Service Order for the provision of internet connectivity on a Global Coverage plan.
1668	SpeedCast Limited	Gearbulk	Service Order
1669	SpeedCast Netherlands B.V.	Gearbulk Norway A/S	Service order renewal agreement for global coverage airtime plan
1670	SpeedCast Limited	Gearbulk Norway A/S	Maritime Service Agreement
1671	SpeedCast Limited	Gearbulk Norway A/S	Maritime Service Agreement Addendum
1672	SpeedCast Singapore Pte. Ltd.	Genco Shipping and Trading c/o Wallem Ship Management	Contract Proposal
1673	SpeedCast Singapore Pte. Ltd.	Genco Shipping and Trading c/o Wallem Ship Management	Service Order
1674	Speedcast Cyprus Ltd.	GENEL DENIZCILIK NAKLIYATI A.S.	Contract with GENEL DENIZCILIK NAKLIYATI A.S.
1675	SpeedCast Communications, Inc.	Genesis Crude Oil, L.P.	Schedule No. 1 to Short Form Services Agreement No. EPD-OP 06-054
1676	SpeedCast Americas, Inc.	Genesis Crude Oil, L.P.	Communications Service Proposal
1677	SpeedCast Australia Pty Limited	Genex Power	Application for the provision of broadband internet and VOIP service.
1678	SpeedCast Australia Pty Limited	Genex Power Limited	Application for the provision of broadband internet and VOIP service.
1679	SpeedCast Australia Pty Limited	Genex Power Limited	Master Services Agreement.
1680	Globecomm Europe B.V.	Genmarca Shipping Limited	Annex 1 Order Form
1681	Speedcast Cyprus Ltd.	GENOA MARITIME S.A.	Contract with GENOA MARITIME S.A.
1682	CapRock Communications Pte. Ltd.	Genting Corporate Services (HK) Limited	Change Order Note No.5
1683	CapRock Communications Pte. Ltd.	Genting Corporate Services (HK) Limited	Change Order Note No.7
1684	CapRock Communications Pte. Ltd.	Genting Corporate Services (HK) Limited	Change Order Note No.1
1685	CapRock Communications Pte. Ltd.	Genting Corporate Services (HK) Limited	Change Order Note No.2
1686	CapRock Communications Pte. Ltd.	Genting Corporate Services (HK) Limited	Change Order Note No.4
1687	CapRock Communications Pte. Ltd.	Genting Corporate Services (HK) Limited	Change Order Note No.6
1688	CapRock Communications Pte. Ltd.	Genting Corporate Services (HK) Limited	Change Order Note. No.3
1689	CapRock Communications Pte. Ltd.	Genting Corporate Services (HK) Limited	Communications Services Agreement
1690	Speedcast Cyprus Ltd.	GEORGE KATSAFANAS & SIA OE	Contract with GEORGE KATSAFANAS & SIA OE
1691	SpeedCast Australia Pty Limited	Getaway Travel Limited	Service order for satellite services.
1692	SpeedCast Limited	GigaLight	Service Order
1693	Satellite Communications Australia Pty Ltd	Gilat Satellite Networks Australia Pty Ltd	Services agreement to provide Teleport and VSAT services.
1694	SpeedCast Australia Pty Limited	Gilat Satellite Networks Australia Pty Ltd	Amendment to service agreement regarding a satellite, teleport and internet backbone hosted service for the Gilat-Telstra Bigpond Project, subject to the Master Services Agreement dated 29 May 2014.

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Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
1695	SpeedCast Limited	GlobalEye International Co. Ltd	Service Order for Satellite Bandwidth services.
1696	Speedcast Cyprus Ltd.	GIRAUD MARITIME LTD	Contract with GIRAUD MARITIME LTD
1697	Speedcast Cyprus Ltd.	GLEAMRAY MARITIME INC.	Contract with GLEAMRAY MARITIME INC.
1698	Speedcast Cyprus Ltd.	GLOBAL CARRIERS LTD	Contract with GLOBAL CARRIERS LTD
1699	NewCom International, Inc.	Global Crossing Americas Solutions INC (Level 3)	Service Order for renewal Speedcast 2-Way Service
1700	Speedcast Cyprus Ltd.	GLOBAL CRUISE LINES LTD	Contract with GLOBAL CRUISE LINES LTD
1701	SpeedCast Australia Pty Limited	Global Engineering and Construction	Upgrade to existing contract
1702	NewCom International, Inc.	Global Media Group LLC	Master Services Agreement for Services and Equipment
1703	Globecomm Europe B.V.	Global Seatrade C.V.	Order for 256/1280 Kbps MIR, CR 1:8, Global iDirect, and VoIP services
1704	SpeedCast Singapore Pte. Ltd.	Global Transport Engineering Verizon	Service Order
1705	SpeedCast Limited	GlobalEye International Co. Ltd	Service order for hardware.
1706	SpeedCast Limited	GlobalEye International Co. Ltd	Service Order for Satellite Bandwidth services.
1707	SpeedCast Limited	GlobalEye International Co., Ltd Site	Speedcast 2-way Service Order
1708	Globecomm Europe B.V.	Globalsat Group LLC	Master services agreement for provision of services.
1709	Globecomm Europe B.V.	Globalsat Group LLC	Order form for services and equipment
1710	Globecomm Europe B.V.	Globalsat Group LLC	Order form for service and equipment
1711	Globecomm Europe B.V.	Globalsat Group LLC	Order form for services and equipment
1712	Globecomm Europe B.V.	Globalsat Group LLC	Order form for service and equipment
1713	Speedcast Cyprus Ltd.	GLOBE ENTERPRISES INC	Contract with GLOBE ENTERPRISES INC
1714	Telaurus Communications LLC	Globecomm Europe	Contract with Globecomm Europe
1715	SpeedCast Communications, Inc.	Globecomm Network Services Corp	Service Order Form
1716	SpeedCast Communications, Inc.	Globecomm Network Services Corp	Assignment and Assumption Agreement from Globecomm Network Services Corporation to Speedcast Communications, Inc of interest under Master Services Agreement dated 20171120 with Enterprise Products Operating LLC
1717	SpeedCast Communications, Inc.	Globecomm Network Services Corp	Service Order
1718	SpeedCast Communications, Inc.	Globecomm Network Services Corp	Service Order Form
1719	SpeedCast Communications, Inc.	Globecomm Systems Inc.	Service Order Form
1720	SpeedCast Communications, Inc.	Globecomm Systems Inc.	Service Order
1721	SpeedCast Communications, Inc.	Globecomm Systems Inc.	Contract with Globecomm Systems Inc.
1722	Telaurus Communications LLC	Globecomm Systems SA (Pty) Ltd	Contract with Globecomm Systems SA (Pty) Ltd
1723	SpeedCast Australia Pty Limited	Go Offshore Pty Ltd	Service order to upgrade satellite services.
1724	Speedcast Cyprus Ltd.	GO SHIPPING AND MANAGEMENT INC	Contract with GO SHIPPING AND MANAGEMENT INC
1725	CapRock Comunicações do Brasil Ltda.	Gogo Brasil Telecomunicacoes Ltda.	VSAT Communication

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Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
1726	Speedcast Cyprus Ltd.	GOLDEN UNION ENTERPRISES SA	Contract with GOLDEN UNION ENTERPRISES SA
1727	Speedcast Cyprus Ltd.	GOLDEN UNION SHIPPING CO SA	Contract with GOLDEN UNION SHIPPING CO SA
1728	Speedcast Cyprus Ltd.	GOLDENPORT SHIPMANAGEMENT LTD	Contract with GOLDENPORT SHIPMANAGEMENT LTD
1729	SpeedCast Singapore Pte. Ltd.	Goodwood	Service report with summary of tasks performed.
1730	SpeedCast Singapore Pte. Ltd.	Goodwood Ship Management Pte Ltd	Proposed Cum Contract - Immarsat Fleet Xpress Services
1731	SpeedCast Singapore Pte. Ltd.	Goodwood Ship Management Pte Ltd	Proposed Cum Contract - Immarsat Fleet Xpress Service
1732	SpeedCast Singapore Pte. Ltd.	Goodwood Ship Management Pte Ltd	Service order.
1733	SpeedCast Singapore Pte. Ltd.	Goodwood Ship Management Pte Ltd	Service order.
1734	SpeedCast Singapore Pte. Ltd.	Goodwood Ship Management Pte Ltd	Service Order - Speedmail Activation
1735	SpeedCast Singapore Pte. Ltd.	Goodwood Ship Management Pte Ltd	Service order.
1736	SpeedCast Singapore Pte. Ltd.	Goodwood Ship Management Pte Ltd	'Proposal cum contract' to deliver Inmarsat Fleet Xpress Services.
1737	SpeedCast Limited	Goodwood Ship Management Pte Ltd	FleetBroadbank Single and Dual SIM Card Service Activation Request
1738	SpeedCast Singapore Pte. Ltd.	Goodwood Ship Management Pte Ltd	'Proposal cum contract' to deliver Ku and Mss services.
1739	SpeedCast Singapore Pte. Ltd.	Goodwood Ship Management Pte Ltd	Service Order
1740	SpeedCast Singapore Pte. Ltd.	Goodwood Ship Management Pte Ltd	Service Order - Speedmail Activation
1741	SpeedCast Singapore Pte. Ltd.	Goodwood Ship Management Pte Ltd	Service order for hardware.
1742	SpeedCast Singapore Pte. Ltd.	Goodwood Ship Management Pte Ltd	Service order for SpeedMail+ Bundle
1743	SpeedCast Singapore Pte. Ltd.	Goodwood Ship Management Pte Ltd	Service order.
1744	SpeedCast Singapore Pte. Ltd.	Goodwood Ship Management Pte Ltd	Contract with Goodwood Ship Management Pte Ltd
1745	SpeedCast Singapore Pte. Ltd.	Goodwood Ship Management Pte Ltd	'Proposal cum contract' to deliver MSS Services.
1746	SpeedCast Singapore Pte. Ltd.	Goodwood Ship Management Pte Ltd	Proposed Cum Contract - MSS Services
1747	SpeedCast Singapore Pte. Ltd.	Goodwood Ship Management Pte Ltd	Service order and copy.
1748	SpeedCast Australia Pty Limited	GPSnet	Budgetary Quotation
1749	Globecom Network Services Corporation	Grand Parkway Infrastructure	Contract with Grand Parkway Infrastructure
1750	SpeedCast Australia Pty Limited	Granville Harbour Operations	Service order for the provision of satellite telephone services and equipment.
1751	SpeedCast Australia Pty Limited	Granville Harbour Operations Pty Ltd	Purchase order for GHWF / SCADA internet OPEX costs.
1752	SpeedCast Australia Pty Limited	Granville Harbour Operations Pty Ltd	Purchase Order for Internet Services
1753	Speedcast Cyprus Ltd.	GRECOMAR SHIPPING AGENCY LTD	Contract with GRECOMAR SHIPPING AGENCY LTD
1754	Speedcast Cyprus Ltd.	GREHEL SHIPMANAGEMENT CO	Contract with GREHEL SHIPMANAGEMENT CO
1755	SpeedCast Netherlands B.V.	Grinnav S.A de C.V	Service Order
1756	NewCom International, Inc.	Ground Control USA	Master Services Agreement whereby NewCom International, Inc provides Ground Control USA various Services and Equipment.

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Item	Debtor	Contract Counterparty	Contract Description
1757	SpeedCast France SAS	GROUPE TELECOM SARL	Subscription Contract for Network Services
1758	NewCom International, Inc.	GTD Flywan	Contract for the provision of satellite services with IDirect technology.
1759	NewCom International, Inc.	Guest Choice TV	Amendment to Service Agreement
1760	SpeedCast Communications, Inc.	Gulf Offshore N.S Ltd	Maritime Services Agreement
1761	SpeedCast Communications, Inc.	Gulf Offshore N.S Ltd	Maritime Services Agreement
1762	SpeedCast Communications, Inc.	Gulf Offshore N.S Ltd	Maritime Services Agreement
1763	SpeedCast Communications, Inc.	Gulf Offshore N.S Ltd	Maritime Services Agreement
1764	SpeedCast Communications, Inc.	Gulf Offshore N.S. Ltd	Maritime Services Agreement
1765	CapRock UK Limited	GULF OFFSHORE N.S.LIMITED	Amendment No.1 to Maritime Services Agreement dated 1 January 2013.
1766	CapRock UK Limited	GULF OFFSHORE N.S.LIMITED	Amendment No.2 to Maritime Services Agreement dated 1 January 2013.
1767	Speedcast Cyprus Ltd.	GULF POWER & MARINE	Contract with GULF POWER & MARINE
1768	CapRock UK Limited	Gulfmark UK Limited (Company Number 2541716)	Amendment No.3 to Maritime Services Agreement dated 1 January 2013.
1769	CapRock UK Limited	Gulfmark UK Limited (Company Number 2541716)	Amendment No.4 to Maritime Services Agreement dated 1 January 2013.
1770	CapRock UK Limited	Gulfmark UK Limited (Company Number 2541716)	Amendment No.5 to Maritime Services Agreement dated 1 January 2013.
1771	CapRock UK Limited	Gulfmark UK Limited (Company Number 2541716)	Amendment No.6 to Maritime Services Agreement dated 1 January 2013.
1772	CapRock UK Limited	Gulfmark UK Limited (Company Number 2541716)	Amendment No.7 to Maritime Services Agreement dated 1 January 2013.
1773	Globecomm Network Services Corporation	Gulfsat Communications	Network Services Contract for Equipment and Satellite Services
1774	Globecomm Network Services Corporation	Gulfsat Communications Co. (K.S.C.C.)	Network Service Contract - Statement of Work
1775	SpeedCast Communications, Inc.	H. Rocker Electric	Quote Reference Information
1776	Speedcast Cyprus Ltd.	H.S.J HIGH SPEED JET SRV LTD	Contract with H.S.J HIGH SPEED JET SRV LTD
1777	Speedcast Cyprus Ltd.	H.S.J. HIGH SPEED JET LTD	Contract with H.S.J. HIGH SPEED JET LTD
1778	SpeedCast Netherlands B.V.	Hafnia Limited	Master Services Agreement for the procurement of satellite telecommunications services from Speedcast.
1779	SpeedCast Communications, Inc.	Halliburton	Acceptance of requirement for contractors working on Halliburton sites
1780	SpeedCast Australia Pty Limited	Halliburton Australia Pty Limited	Affiliate Addendum to Master Purchase Agreement MO 9610014767.
1781	SpeedCast Australia Pty Limited	Halliburton Australia Pty Limited (ABN 73 009 000 775)	Purchase Order for Rental Antennas.
1782	SpeedCast Australia Pty Limited	Halliburton Australia Pty Limited (ABN 73 009 000 775)	Purchase Order for WPS Satellite Antenna.
1783	SpeedCast Australia Pty Limited	Halliburton Australia Pty Limited (ABN 73 009 000 775)	Purchase Order for Satellite Tier 3 - Eline truck.

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Item	Debtor	Contract Counterparty	Contract Description
1784	SpeedCast Australia Pty Limited	Halliburton Australia Pty Limited (ABN 73 009 000 775)	Purchase Order for items 'HAPAA0015 CT03 HPS' and 'HAPAA0022 FRAC PE'.
1785	SpeedCast Communications, Inc.	Halliburton Energy Services, Inc.	Master purchase agreement for goods and services
1786	SpeedCast Communications, Inc.	Halliburton Energy Services, Inc.	Master purchase agreement
1787	SpeedCast Communications, Inc.	Halliburton Energy Services, Inc.	Third amendment to the master purchase agreement
1788	SpeedCast Communications, Inc.	Halliburton Energy Services, Inc.	Wellsite Services Risk Allocation Addendum to Master Purchase Agreement
1789	SpeedCast Communications, Inc.	Halliburton Manufacturing & Services Ltd	Schedule No. 029 To master Service Agreement
1790	SpeedCast Australia Pty Limited	Halliburton Overseas Limited	Affiliate Addendum to Master Purchase Agreement.
1791	SpeedCast Australia Pty Limited	Halliburton Overseas Limited	Affiliate Addendum to Master Purchase Agreement.
1792	SpeedCast Australia Pty Limited	Halliburton Overseas Limited	Affiliate Addendum to Master Purchase Agreement and Quotation.
1793	SpeedCast Australia Pty Limited	Halliburton Overseas Limited	Purchase order agreement for installation of wireless equipment
1794	SpeedCast Australia Pty Limited	Halliburton Overseas Limited	Purchase Order.
1795	Speedcast Cyprus Ltd.	HAMMONIA HUSUM C/O HAMMONIA REEDEREI GMBH & CO KG	Contract with HAMMONIA HUSUM C/O HAMMONIA REEDEREI GMBH & CO KG
1796	Speedcast Cyprus Ltd.	HAMMONIA PALATIUM c/o Hammonia Reederei Gmbh & Co	Contract with HAMMONIA PALATIUM c/o Hammonia Reederei Gmbh & Co
1797	Speedcast Cyprus Ltd.	HAMMONIA Reederei GmbH & Co. KG	Contract with HAMMONIA Reederei GmbH & Co. KG
1798	Telaurus Communications LLC	Hansael SIA	Contract with Hansael SIA
1799	Speedcast Cyprus Ltd.	HARBOR SHIPPING & TRADING SA	Contract with HARBOR SHIPPING & TRADING SA
1800	SpeedCast Limited	Hargy oil Palm	Service Order
1801	SpeedCast Singapore Pte. Ltd.	Harmonic International AG	Service Order for provision of satellite communication services (including 40 video channels).
1802	SpeedCast Singapore Pte. Ltd.	Harmonic International GMBH	Variation to Service Order (change of term and pricing).
1803	Speedcast Cyprus Ltd.	HARREN SHIPPING SERVICES GMBH & CO. KG	Contract with HARREN SHIPPING SERVICES GMBH & CO. KG
1804	SpeedCast Communications, Inc.	Harrisonburg Rockingham ECC	Contract with Harrisonburg Rockingham ECC
1805	NewCom International, Inc.	HBC Channels Inc	This is a Master Services Agreement entered into between the Debtor and Counter Party on 1 November 2019.
1806	SpeedCast Australia Pty Limited	HBCDEM Group	Service Order
1807	SpeedCast Australia Pty Limited	HBS Machinery	Broadband Internet and VOIP Service - Application Form
1808	SpeedCast Australia Pty Limited	HBS Machinery (Lihir)	Broadband Internet and VOIP Service - Application Form
1809	SpeedCast Australia Pty Limited	HBS Machinery (Lihir)	Broadband Internet and VOIP Service - Application Form
1810	SpeedCast Australia Pty Limited	Hearcry Missionary Society	Service order for satellite services.
1811	SpeedCast Australia Pty Limited	Heavy Equipment Repairs	Service order for satellite services.
1812	SpeedCast Netherlands B.V.	Heerema Marine Contractors Nederland SE	Contract with Heerema Marine Contractors Nederland SE

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Item	Debtor	Contract Counterparty	Contract Description
1813	Telaorus Communications LLC	Helikon Shipping Enterprises Ltd	Contract with Helikon Shipping Enterprises Ltd
1814	SpeedCast Australia Pty Limited	Helimission	Service Order Speedcast 2-Way Service - Renewal
1815	Speedcast Cyprus Ltd.	HELLAS CONFIDENCE SHIPMANAGEMENT S.A.	Contract with HELLAS CONFIDENCE SHIPMANAGEMENT S.A.
1816	Speedcast Cyprus Ltd.	HELLENIC TANKERS CO LTD	Contract with HELLENIC TANKERS CO LTD
1817	Speedcast Cyprus Ltd.	HERCULES SHIPPING COMPANY	Contract with HERCULES SHIPPING COMPANY
1818	Speedcast Cyprus Ltd.	Hermann Lohmann Bereederungen GmbH & Co. KG	Contract with Hermann Lohmann Bereederungen GmbH & Co. KG
1819	SpeedCast International Limited	HESS (KTEGI)	Proposal for FPSO - Equatorial Guinea VSAT Connectivity
1820	SpeedCast Communications, Inc.	Hess Corporation	Communications Service Proposal
1821	SpeedCast Australia Pty Limited	Hidden Valley Contractors	Broadband Internet and VOIP Service - Application Form
1822	SpeedCast Limited	Highlander	Service Report
1823	SpeedCast Limited	Hillcrest International School	Service Order Speedcast 2-Way Service - Downgrade
1824	SpeedCast Limited	Hillcrest International School	Service Order Speedcast 2-Way Service - Reactivation
1825	SpeedCast Limited	Hillcrest International School	Service Order Speedcast 2-Way Service - Upgrade
1826	SpeedCast Limited	HMC Shipmanagement Co. Ltd.	Service Contract for Radiotrafic Accounting
1827	SpeedCast Limited	HMC Shipmanagement Co. Ltd.	Service activation of Maritime Mobile Earth Station
1828	CapRock UK Limited	Hoegh LNG	Managed Communications Services Proposal, for Harris CapRock Global Ku-band VSAT.
1829	CapRock UK Limited	Hoegh LNG	VSAT Proposal to Hoegh Galleon
1830	CapRock UK Limited	Hoegh LNG	Purchase Order
1831	SpeedCast Limited	Hoegh LNG	Purchase Order
1832	CapRock UK Limited	Hoegh LNG	Services proposal for satellite services and equipment.
1833	CapRock UK Limited	Hoegh LNG Fleet Management	Communications Service Proposal
1834	CapRock UK Limited	Hoegh LNG Fleet Management A/S	Amendment No 4 to Master Services Agreement dated 20121215 to change vessel
1835	CapRock UK Limited	Hoegh LNG Ltd.	Purchase order for the delivery and installation of an NB005 V-SAT Antenna and Airtime.
1836	CapRock UK Limited	Hoegh LNG Management	Spreadsheet collecting information to make a contract
1837	CapRock UK Limited	Hoegh LNG Management	Spreadsheet to collect information to set up a contract
1838	SpeedCast Limited	Hong Kong Aviation & Maritime Communication Ltd.	Service Order
1839	SpeedCast Limited	Hongkong Salvage and Towage	Purchase order for satellite services.
1840	Speedcast Cyprus Ltd.	HORIZON BULKERS S.A.	Contract with HORIZON BULKERS S.A.
1841	SpeedCast Australia Pty Limited	Horizon Oil (Papua) Limited	MSA and Service Order for upgrade of satellite bandwidth.
1842	SpeedCast Australia Pty Limited	Horizon Oil (Papua) Limited	Service Order for upgrade of satellite bandwidth services.
1843	SpeedCast Australia Pty Limited	Horizon Oil (Papua) Limited	Service Order for activation of upgraded VSAT bandwidth services.

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Customers

Item	Debtor	Contract Counterparty	Contract Description
1844	SpeedCast Limited	Horizon Survey Company FZC	Service Order for the upgrade of Internet services
1845	SpeedCast Limited	Horizon Survey Company FZC	Service Order for supply of internet services
1846	SpeedCast Limited	Horizon Survey Company FZC	Service Order for the supply of internet services
1847	CapRock Comunicações do Brasil Ltda.	Hornbeck Offshore	Monthly Recurring Charge
1848	CapRock Comunicações do Brasil Ltda.	Hornbeck Offshore	Monthly Recurring Charge
1849	SpeedCast Communications, Inc.	Hornbeck Offshore Operators, LLC.	Amendment No. 3 to Service Agreement
1850	SpeedCast Communications, Inc.	Hornbeck Offshore Operators, LLC.	Service Agreement (With Trial Period)
1851	Maritime Communication Services, Inc.	Hoteles Dinamicos, S.A DE C.V	Supply and Services Agreement
1852	Globecom Network Services Corporation	HSNii LLC	Network Services Contract for Broadcast Teleport Services
1853	Globecom Europe B.V.	HST - Mariconnect	Credit Note Request
1854	SpeedCast Limited	Huawei	Signed Record of Negotiations over Teleconference for Satellite Link Services, Maintenance and Hardware between Huawei and Speedcast Limited (Supplier) dated 19 April 2019
1855	SpeedCast Limited	Huawei Technologies Co., Ltd	Purchase Order for Satellite Link Services
1856	SpeedCast Limited	Huayang Maritime Centre Shipmanagement	Service Activation Request
1857	SpeedCast Limited	Huayang Maritime Centre Shipmanagement	Service Order for Airtime Plan and Hardware
1858	SpeedCast Limited	Huayang Maritime Centre Shipmanagement	Service Order for Airtime Plan and Hardware
1859	Globecom Europe B.V.	Hullmann Seefischerei Brake GmbH & Co.	GiD Service Order Form for Upgrade HUL-T3-101 for vessel name BRA2 with RFS Date 19/03/18 and Target Date of 08/01/18.
1860	Globecom Europe B.V.	Hullmann Seefischerei Brake GmbH & Co. KG (VAT no. DE814049422)	Order form and invoice for installation services and hardware elements including a modem.
1861	CapRock UK Limited	Hurricane GLA Limited	Call Off
1862	SpeedCast Norway AS	Hurtigruten AS	Maritime Communications Services Agreement between Harris Norge AS. and Hurtigruten AS to provide certain communication services
1863	SpeedCast Norway AS	Hurtigruten AS	Amendment 4 to Schedule pursuant to vessel MS Fridtjof Nansen of a Communication Services Agreement between Speedcast Norway AS and Hurigruten AS
1864	SpeedCast Norway AS	Hurtigruten AS	Amendment of Communications Services Agreement between Speedcast Norway AS and Hurtigruten AS - Amendment 10 to Schedule pursuant to Vessel MS Midnatsol
1865	SpeedCast Norway AS	Hurtigruten AS	Amendment of Communications Services Agreement between Speedcast Norway AS and Hurtigruten AS - Amendment 3 to Schedule pursuant to Vessel MS Trollfjord
1866	SpeedCast Norway AS	Hurtigruten AS	Amendment of Communications Services Agreement between Speedcast Norway AS and Hurtigruten AS - Amendment 4 to Schedule pursuant to Vessel MS Polarlys
1867	SpeedCast Norway AS	Hurtigruten AS	Amendment of Communications Services Agreement between Speedcast Norway AS and Hurtigruten AS - Amendment 4 to Schedule pursuant to Vessel MS Richard With

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Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
1868	SpeedCast Norway AS	Hurtigruten AS	Amendment of Communications Services Agreement between Speedcast Norway AS and Hurtigruten AS - Amendment 4 to Schedule pursuant to Vessel MS Verteralen
1869	SpeedCast Norway AS	Hurtigruten AS	Amendment of Communications Services Agreement between Speedcast Norway AS and Hurtigruten AS - Amendment 6 to Schedule pursuant to Vessel MS Roald Amundsen
1870	SpeedCast Norway AS	Hurtigruten AS	Amendment to Communication Services Agreement between Speedcast Norway AS and Hurtigruten AS - Amendment 10 to Schedule pursuant to vessel MS Spitsbergen
1871	SpeedCast Norway AS	Hurtigruten AS	Amendment to Communication Services Agreement between Speedcast Norway AS and Hurtigruten AS - Amendment 4 to Schedule pursuant to vessel MS Lofoten
1872	SpeedCast Norway AS	Hurtigruten AS	Amendment to Communication Services Agreement between Speedcast Norway AS and Hurtigruten AS - Amendment 4 to Schedule pursuant to vessel MS Nord Norge
1873	SpeedCast Norway AS	Hurtigruten AS	Amendment to Communication Services Agreement between Speedcast Norway AS and Hurtigruten AS - Amendment 4 to Schedule pursuant to vessel MS Nordlys
1874	SpeedCast Norway AS	Hurtigruten AS	Communication Services Agreement between Speedcast Norway AS and Hurtigruten AS - Schedule pursuant to vessel MS Norddlys
1875	SpeedCast Norway AS	Hurtigruten AS	Communication Services Agreement between Speedcast Norway AS and Hurtigruten AS - Schedule pursuant to vessel MS Richard With
1876	SpeedCast Norway AS	Hurtigruten AS	Communications Service Proposal between Speedcast Norway AS and Hurtigruten Cruise AS - Schedule pursuant to vessel MS Nord Norge
1877	SpeedCast Norway AS	Hurtigruten AS	Pricing and Communications Service Schedule no 2 to Agreement between Harris Norge AS and Hurtigruten AS for the provision of Communication Services
1878	SpeedCast Norway AS	Hurtigruten AS	Amendment to Communication Services Agreement between Speedcast Norway AS and Hurtigruten AS - Schedule pursuant to vessel MS Lofoten
1879	SpeedCast Norway AS	Hurtigruten AS	Amendment to Communications Services Agreement between Speedcast Norway AS and Hurtigruten AS - Amendment 5 to Schedule pursuant to vessel MS Kong Harald
1880	SpeedCast Norway AS	Hurtigruten AS	Amendment 4 to Schedule pursuant to vessel MS Finnmarken for the provision of Communication Services onbaord Vessel MS Finnmarken
1881	SpeedCast Norway AS	Hurtigruten AS	Amendment of Communications Services Agreement between Speedcast Norway AS and Hurtigruten AS - Amendment 5 to Schedule pursuant to Vessel MS Fram
1882	SpeedCast Norway AS	Hurtigruten Cruise AS	Communications Service Proposal between Speedcast Norway AS and Hurtigruten Cruise AS
1883	CapRock UK Limited	Hybrid comms and Crew Welfare-Wi-Fi Service - ATI	Communications Service Proposal
1884	Telaarus Communications LLC	Hyde Shipping Corporation	Contract with Hyde Shipping Corporation
1885	SpeedCast Communications, Inc.	Hydril USA Distribution LLC	Purchase Order for Internet Service

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Customers

Item	Debtor	Contract Counterparty	Contract Description
1886	CapRock UK Limited	I.T International Telecom Marine SRL	Master Service Agreement
1887	CapRock UK Limited	I.T International Telecom Marine SRL	Purchase Order for New IT Vessel Purchase and Maintenance
1888	SpeedCast Australia Pty Limited	Ian Campbell	Application for service activation of Inmart Fleet Broadband Terminal.
1889	Speedcast Cyprus Ltd.	IASON HELLENIC SHIPPING CO LTD	Contract with IASON HELLENIC SHIPPING CO LTD
1890	SpeedCast Netherlands B.V.	Ibaigol Maritime	Contract with Ibaigol Maritime
1891	SpeedCast Netherlands B.V.	Ibaizabal	Quotation for the provision of Airtime plans (C-Band and L-Band), Pro Active Support and monitoring and Hardware.
1892	SpeedCast Netherlands B.V.	Ibaizabal	Quotation for the provision of Airtime plans (C-Band and L-Band), Pro Active Support and monitoring and Hardware.
1893	Globecomm Europe B.V.	ICEES BV.	Order form
1894	Globecomm Europe B.V.	ICEES BV.	Request for service
1895	Speedcast Cyprus Ltd.	ICON CONNECT	Contract with ICON CONNECT
1896	SpeedCast France SAS	ICRC	Service Order for hardware incorporating terms and conditions.
1897	SpeedCast France SAS	ICRC	Service Order for VSAT services incorporating Terms and Conditions.
1898	SpeedCast Australia Pty Limited	ICTSI (International Container Terminal Services Inc) South Pacific Ltd	Service order for satellite services.
1899	SpeedCast Limited	IEC Singapore Pte Ltd	Service Order
1900	SpeedCast Limited	IEC Telecom Singapore Pte Ltd	Service Order
1901	SpeedCast Limited	IEC Telecom Singapore Pte Ltd	Service Provider (Reseller) Agreement
1902	SpeedCast Limited	IEC Telecom Singapore Pte Ltd	SpeedMail + order form
1903	NewCom International, Inc.	IFX Networks Colombia S.A.S.	Purchase Order for satellite services attaching terms and conditions.
1904	NewCom International, Inc.	IFX Networks Colombia S.A.S.	Purchase Order for satellite services.
1905	NewCom International, Inc.	IFX Networks Colombia S.A.S.	Service Agreement for satellite connectivity on Newcom iDirect platforms.
1906	Telaurs Communications LLC	Ilse D Schiffahrts GmbH & Co.KG	Contract with Ilse D Schiffahrts GmbH & Co.KG
1907	Speedcast Cyprus Ltd.	IMPERIAL SEA MARINE LIMITED	Contract with IMPERIAL SEA MARINE LIMITED
1908	Speedcast Cyprus Ltd.	IMS SA	Contract with IMS SA
1909	SpeedCast Australia Pty Limited	Indian Ocean Group Training Authority	Service Order SpeedCast 2-Way Service
1910	SpeedCast Australia Pty Limited	Indian Ocean Territories Telecom Pty Ltd	Amendment to Service Agreement dated 17 March 2015
1911	CapRock UK Limited	Ineos FPS Ltd	Purchase Order: BGAN/Iridium Airtime for Pipeline Trailers. Terms and Conditions Incorporated.
1912	CapRock UK Limited	Ineos UK SNS Limited	Service Order No. 002 To Master Services Agreement (IBS-OP-GEN-18-OO18)
1913	Evolution Communications Group Limited	I-Net Communications Inc.	Sub - Distribution Agreement
1914	NewCom International, Inc.	Infracel S.A.	Service Order for transport of goods.

Exhibit E-3

Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
1915	Globecom Network Services Corporation	Ingram Barge Company LLC	Master Services Agreement
1916	Globecom Europe B.V.	Inmarsat	Email Chain
1917	SpeedCast Limited	Inmarsat Solutions (Canada) Inc	Supply Agreement
1918	Speedcast Cyprus Ltd.	INMARSAT SOLUTIONS AS NORWAY	Contract with INMARSAT SOLUTIONS AS NORWAY
1919	SpeedCast Australia Pty Limited	Innovation Partners Consulting Pty. Ltd.	Consultancy Agreement
1920	SpeedCast Australia Pty Limited	Innovative Agro Industry Ltd	Service Order renewal for provision of satellite bandwidth services.
1921	SpeedCast Australia Pty Limited	Innovative Agro Industry Ltd	Service Order renewal for provision of wireless delivered internet service to 9 Mile.
1922	SpeedCast Australia Pty Limited	Innovative Agro Industry Ltd	Service Order upgrade for the provision of O3b Internet access over microwave.
1923	SpeedCast Australia Pty Limited	Innovative Agro Industry Ltd	Service Order for upgrade of satellite bandwidth services.
1924	CapRock Communications (Australia) Pty Ltd	INPEX Operations Australia Pty Ltd	Amendment Agreement - Amendment No. 2
1925	CapRock Communications (Australia) Pty Ltd	INPEX Operations Australia Pty Ltd	Amendment Agreement - Amendment No. 3
1926	CapRock Communications (Australia) Pty Ltd	INPEX Operations Australia Pty Ltd	Amendment Agreement - Amendment No. 4
1927	CapRock Communications (Australia) Pty Ltd	INPEX Operations Australia Pty Ltd	Amendment Agreement - Amendment No. 5
1928	CapRock Communications (Australia) Pty Ltd	INPEX Operations Australia Pty Ltd	Frame Work Agreement - Instrument of Agreement - Minor Services
1929	CapRock Communications (Australia) Pty Ltd	INPEX Operations Australia Pty Ltd	Offshore Satellite Communications Services - Special Conditions
1930	CapRock Communications (Australia) Pty Ltd	INPEX Operations Australia Pty Ltd	Services Contract for Supply of Offshore Satellite Communications Services
1931	Maritime Communication Services, Inc.	Institute for Shipboard Education	Communication Services Agreement - Schedule 5 - VSAT Service
1932	Speedcast Cyprus Ltd.	INTEGRITY SHIPS PRIVATE LIMITED	Contract with INTEGRITY SHIPS PRIVATE LIMITED
1933	SpeedCast France SAS	INTELEC3 SARL	Subscription Contract for Network Services
1934	SpeedCast France SAS	INTELEC3 SARL	Subscription Contract for Network Services.
1935	NewCom International, Inc.	Intelsat Corporation	Host Services Contract for teleport services and colocation for Intelsat IS-32e - Remote Monitoring Support
1936	SpeedCast France SAS	International Committee of the Red Cross	Invoice for RS-BAN 2048/512K BANDWIDTH X5-164086.
1937	SpeedCast Australia Pty Limited	International Container Terminal Service Ltd (ISPL)	Service order for bandwidth.
1938	SpeedCast Australia Pty Limited	International Container Terminal Service Ltd (ISPL)	Service order for satellite services.
1939	SpeedCast Australia Pty Limited	International Container Terminal Services Inc	Service order for satellite services.
1940	Speedcast Cyprus Ltd.	INTERNATIONAL MARITIME SERVICES PTY LTD	Contract with INTERNATIONAL MARITIME SERVICES PTY LTD
1941	NewCom International, Inc.	Internexa S.A.	Contract for the assignment of rights and obligations regarding the contracts signed in 01/07/16 and 04/04/17.
1942	NewCom International, Inc.	Internexa S.A.	Contract for the provision of telecommunications services.

Exhibit E-3

Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
1943	SpeedCast Cyprus Ltd.	INTERORIENT MARINE SERVICES LTD	Contract with INTERORIENT MARINE SERVICES LTD
1944	CapRock UK Limited	Intership Cyprus	voip pin Order
1945	CapRock UK Limited	Intership Cyprus	VSat Calling Pins Order
1946	Speedcast Cyprus Ltd.	Intership Cyprus	Calling Pin Order
1947	SpeedCast Netherlands B.V.	Intership Cyprus	SIGMA (V-Sat) calling pins purchase req.
1948	SpeedCast Netherlands B.V.	Intership Cyprus	voip pin Order
1949	SpeedCast Netherlands B.V.	Intership Cyprus	V-Sat calling cards req.
1950	SpeedCast Netherlands B.V.	Intership Cyprus	V-sat phone pin code request
1951	Speedcast Cyprus Ltd.	INTERSHIP NAVIGATION CO., LTD.	Contract with INTERSHIP NAVIGATION CO., LTD.
1952	Speedcast Cyprus Ltd.	INTERUNITY MANAGEMENT (DEUTSCHLAND) GmbH	Contract with INTERUNITY MANAGEMENT (DEUTSCHLAND) GmbH
1953	Speedcast Cyprus Ltd.	INTERUNITY MANAGEMENT CORP.	Contract with INTERUNITY MANAGEMENT CORP.
1954	Speedcast Cyprus Ltd.	INTREPID SHIPPING AND TRADING SA	Contract with INTREPID SHIPPING AND TRADING SA
1955	SpeedCast Singapore Pte. Ltd.	iO3 Pte Ltd	Service Order
1956	SpeedCast Singapore Pte. Ltd.	iO3 Pte Ltd	Service Order for Global Coverage Airtime Plan and Hardware
1957	SpeedCast Singapore Pte. Ltd.	iO3 Pte Ltd	FleetBroadband Single & Dual SIM Card Service Activation Request
1958	SpeedCast Singapore Pte. Ltd.	IO3 Pte Ltd	Proposal Cum Contract - Inmarsat Fleet Xpress Services
1959	SpeedCast Singapore Pte. Ltd.	iO3 Pte Ltd	Proposal Cum Contract - MSS Services (FBB Standard 25MB Plan)
1960	SpeedCast Singapore Pte. Ltd.	IO3 Pte Ltd	Service Order for Regional Shared Airtime Plan and Hardware
1961	SpeedCast Singapore Pte. Ltd.	iO3 Pte Ltd	Proposal Cum Contract - Inmarsat Fleet Xpress Services (Project Name: FX for Taiwan Fisherx)
1962	SpeedCast Singapore Pte. Ltd.	iO3 Pte Ltd	Service Order
1963	SpeedCast Singapore Pte. Ltd.	iO3 Pte Ltd	Service Order for FX Airtime Plan and Hardware
1964	SpeedCast Singapore Pte. Ltd.	iO3 Pte Ltd	Service Order for Regional Shared Airtime Plan and Hardware
1965	SpeedCast Singapore Pte. Ltd.	IO3 Pte Ltd	Order for SpeedMail + Service Activation
1966	SpeedCast Singapore Pte. Ltd.	iO3 Pte Ltd	Official Quotation Cum Contract
1967	SpeedCast Singapore Pte. Ltd.	iO3 Pte Ltd	Official Quotation Cum Contract for VSAT Plan
1968	SpeedCast Singapore Pte. Ltd.	iO3 Pte Ltd	Official Quotation for VSAT Plan
1969	SpeedCast Singapore Pte. Ltd.	iO3 Pte Ltd	Service Order for Regional Shared Airtime Plan and Hardware
1970	SpeedCast Singapore Pte. Ltd.	IO3 Pte Ltd	Service Order for Regional Shared Airtime Plan and Hardware
1971	Speedcast Cyprus Ltd.	IONA LIMITED	Contract with IONA LIMITED

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Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
1972	Speedcast Cyprus Ltd.	IONIAN SHIPPING & TRADING CORP	Contract with IONIAN SHIPPING & TRADING CORP
1973	Speedcast Cyprus Ltd.	IP NEPA	Contract with IIP NEPIA
1974	SpeedCast Limited	iPi Group Ltd	Service Order Form Speedcast 2-Way Service - Activation
1975	SpeedCast Limited	iPi Group Ltd	Service Order Form Speedcast 2-Way Service - Activation
1976	SpeedCast Australia Pty Limited	iPi Group Ltd	Service Order Form Speedcast 2-Way Service - Renewal
1977	SpeedCast Australia Pty Limited	iPi Group Ltd	Service Order Speedcast 2-Way Service - Amendment of Existing Plan
1978	SpeedCast Limited	iPi Group Ltd	Service Order Form Speedcast 2-Way Service - Bandwidth Rearrangement
1979	Globecom Europe B.V.	Iridium	Iridium subscription cancellation request
1980	Speedcast Cyprus Ltd.	IRIS NAVIGATION LIMITED - ELLINIKO IPOKATASTIMA	Contract with IRIS NAVIGATION LIMITED - ELLAHNIKO YIIOKATAETHMA
1981	SpeedCast Americas, Inc.	IrisCorp	Master Services Agreement for provision of Services and Equipment
1982	SpeedCast Australia Pty Limited	Islands Petroleum Ltd	Service Order: Activation of Speedcast's wireless network
1983	SpeedCast Australia Pty Limited	Islands Petroleum Ltd	Service Order: bandwidth rearrangement
1984	SpeedCast Australia Pty Limited	Islands Petroleum Ltd	Service Order: installation, equipment transport and network access setup
1985	SpeedCast Australia Pty Limited	Islands Petroleum Ltd	Service Order: installation, equipment transport and Speedcast network access
1986	SpeedCast Australia Pty Limited	Islands Petroleum Ltd	Service Order Form Speedcast 2-Way Service - Activation
1987	SpeedCast Singapore Pte. Ltd.	ISM PTE LTD	SpeedMail+ order form activation request
1988	SpeedCast Singapore Pte. Ltd.	ISM Pte Ltd	FleetBroadband Single & Dual SIM Card Service Activation Request
1989	SpeedCast Singapore Pte. Ltd.	ISM Pte Ltd	Letter regarding the supply of Fleet Broadband airtime 500mb data plan for vessel MV Brilliant Journey
1990	Speedcast Cyprus Ltd.	ISOBEL S.A.	Contract with ISOBEL S.A
1991	SpeedCast Limited	IsoTropic Networks Inc	Draft of Master Service Agreement
1992	SpeedCast Australia Pty Limited	IsoTropic Networks, Inc	Application for provision of Broadband Internet and VoIP Service in Asia/Pacific (Land).
1993	SpeedCast Australia Pty Limited	IsoTropic Networks, Inc	Service Order downgrade for provision of 4096/1024kbps 10:1 Contention service.
1994	SpeedCast Australia Pty Limited	IT Management Associates	Service Order amending existing plan for the provision of phone lines.
1995	SpeedCast Australia Pty Limited	ITC Global (Australia) Pty Ltd	Renewal of Service Agreement - Service Order 140001889 for the provision of satellite, teleport and internet communication services.
1996	CapRock UK Limited	Ithaca Energy UK Limited	Communications Service Proposal
1997	CapRock UK Limited	Ithaca Energy UK Limited	Communications Services Proposal
1998	CapRock UK Limited	Ithaca Energy UK Limited	Purchase order for VSAT services

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Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
1999	SpeedCast Netherlands B.V.	Izri	Letter of authorization - Gattopardo VI
2000	Globecomm Europe B.V.	J. Romkes & Zn	Order for communication services
2001	Globecomm Europe B.V.	J. Romkes & Zn	Order for network services (iDirect services)
2002	Globecomm Europe B.V.	J. Romkes & Zn	proposal for communication services
2003	SpeedCast Australia Pty Limited	Jadestone Energy (Australia) Pty Ltd	Proposal setting out options to upgrade the satellite service from current 4/4Mbps using the existing hardware installed.
2004	SpeedCast Australia Pty Limited	Jadestone Energy (Eagle) Pty Ltd	Fourth Variation of Services Contract No. 2014/1063 providing for the provision of satellite services and maintenance for MV.
2005	SpeedCast Australia Pty Limited	Jadestone Energy (Eagle) Pty Ltd (ACN 627 006 679)	Deed of Novation relating to Contract for Provision of Satellite Services & Maintenance for Montara Venture FPSO, as varied by 3 Contract Variations between PTTEP Australia (Ashmore Cartier) Pty Ltd and the Debtor dated 15 September 2014.
2006	Globecomm Europe B.V.	Jakob BV	Order Form
2007	Globecomm Europe B.V.	Jakob BV	Proposal
2008	Maritime Communication Services, Inc.	Jalesh Cruises Mauritius Ltd	Communications Services Agreement
2009	SpeedCast Netherlands B.V.	Jan de Nul	Service Activation Form for vessel Alexander Von Humboldt
2010	SpeedCast Netherlands B.V.	Jan de Nul	Service Activation Form for vessel IS Kaishuu
2011	SpeedCast Netherlands B.V.	Jan de Nul	Service Activation Form for vessel Juan Sebastian De Elcano
2012	SpeedCast Netherlands B.V.	Jan de Nul	Proposal / quote for new hopper vessels dated 28 August 2018
2013	SpeedCast Limited	Jan De Nul Dredging NV	Purchase Order for VSAT Service dated 20190503 referring to attached previous Service Agreement between Speedcast Ltd and JAN DE NUL GROUP (Sofidra SA) executed 20150624
2014	SpeedCast Netherlands B.V.	Jan De Nul Dredging NV	Purchase Order for VSAT Service dated 20190916 referring to attached previous Service Agreement between Speedcast Ltd and JAN DE NUL GROUP (Sofidra SA) executed 20150624
2015	SpeedCast Netherlands B.V.	Jan De Nul Dredging NV	Purchase Order for VSAT Service dated 20200207 referring to attached previous Service Agreement between Speedcast Ltd and JAN DE NUL GROUP (Sofidra SA) executed 20150624
2016	SpeedCast Netherlands B.V.	Jan De Nul Dredging NV	Purchase Order for telecommunications hardware
2017	SpeedCast Netherlands B.V.	Jan De Nul Dredging NV	This is a purchase order for telecommunications hardware.
2018	SpeedCast Netherlands B.V.	JAN DE NUL GROUP (Sofidra SA)	Agreement for Services - VSAT Installation on Board of Vessels
2019	SpeedCast Netherlands B.V.	JAN DE NUL GROUP (Sofidra SA)	Master Services Agreement version 15.2.2015
2020	SpeedCast Netherlands B.V.	JAN DE NUL GROUP (Sofidra SA)	Two contracts - Agreement for Services VSAT Installation on Board of Vessels and Master Services Agreement dated 20170515 with Evergreen contract renewal

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Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
2021	SpeedCast Limited	JAN DE NUL GROUP (Sofidra SA)	Purchase Order for VSAT Service dated 20190503 referring to attached previous Service Agreement between Speedcast Ltd and JAN DE NUL GROUP (Sofidra SA) executed 20150624
2022	SpeedCast Netherlands B.V.	JAN DE NUL GROUP (Sofidra SA)	Purchase Order for VSAT Service dated 20190916 referring to attached previous Service Agreement between Speedcast Ltd and JAN DE NUL GROUP (Sofidra SA) executed 20150624
2023	SpeedCast Netherlands B.V.	JAN DE NUL GROUP (Sofidra SA)	Purchase Order for VSAT Service dated 20200207 referring to attached previous Service Agreement between Speedcast Ltd and JAN DE NUL GROUP (Sofidra SA) executed 20150624
2024	SpeedCast Netherlands B.V.	Jan De Nul N.V.	Purchase Order for VSAT Service dated 20200207 referring to attached previous Service Agreement between Speedcast Ltd and JAN DE NUL GROUP (Sofidra SA) executed 20150624
2025	SpeedCast Netherlands B.V.	Jan de Nul NV	Service Order for new Regional Shared plan
2026	SpeedCast Netherlands B.V.	Jan De Nul NV	Service Order for new Global plan for 10 months, no T&Cs attached
2027	SpeedCast Netherlands B.V.	Jan De Nul NV	Service Order for upgrade Global Coverage plan for 3.5 months, no T&Cs attached
2028	SpeedCast Limited	Japan Digital Communications Ltd	Service Order
2029	SpeedCast Limited	Japan Digital Communications Ltd	Service Order
2030	SpeedCast Limited	Japan Digital Communications Ltd	SpeedMail + order form
2031	SpeedCast Limited	Japan Digital Communications Ltd	Distributor Agreement
2032	SpeedCast Limited	Japan Digital Communications Ltd	Field Engineering Work Pack
2033	Telaurus Communications LLC	Japan Digital Communications Ltd.	Contract with Japan Digital Communications Ltd.
2034	SpeedCast Limited	JDC	Commissionings Report
2035	SpeedCast Limited	JDC	Service Report
2036	SpeedCast Australia Pty Limited	Jet Systems Pty Ltd trading as Cobham Aviation Services Australia	Service order and Master Services Agreement.
2037	Speedcast Cyprus Ltd.	JETHOU	Contract with JETHOU
2038	Evolution Communications Group Limited	JETSTREAM	Sub - Distribution - Agreement
2039	SpeedCast Netherlands B.V.	Jonathan Piers	Vessell VSAT Airtime Modification
2040	SpeedCast Norway AS	JSC Sevmorneftegeofizika	Providing satellite communication services using VSAT for the M/C "akademilk Primakov"
2041	SpeedCast Norway AS	JSC Sevmorneftegeofizika (Company Number 1045100152294)	Providing satellite communication services using VSAT for the M/C "akademilk Primakov"
2042	SpeedCast Norway AS	JSC Sevmorneftegeofizika (SMNG)	Communications Service Proposal
2043	Speedcast Cyprus Ltd.	JUMBO JET NE	Contract with JUMBO JET NE
2044	SpeedCast Limited	Jupiter Mines Ltd	Service order for iDirect
2045	SpeedCast Singapore Pte. Ltd.	K Line Energy Ship Management	Proposal cum contract for satellite services and equipment.
2046	SpeedCast Singapore Pte. Ltd.	K Line Energy Ship Management	Quotation for telecommunication equipment.

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Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
2047	SpeedCast Singapore Pte. Ltd.	K Line Energy Ship Management	Service order for satellite services.
2048	SpeedCast Singapore Pte. Ltd.	K Line Ship Management (Chemical) Pte Ltd	Order for telecommunication services.
2049	SpeedCast Singapore Pte. Ltd.	K Line Ship Management (Chemical) Pte Ltd	Service order for satellite services.
2050	SpeedCast Singapore Pte. Ltd.	K Line Ship Management (Chemical) Pte Ltd	Service order for SIM Card.
2051	SpeedCast Singapore Pte. Ltd.	K Line Ship Management (Chemical) Pte Ltd	Quotation for satellite services.
2052	SpeedCast Singapore Pte. Ltd.	K Line Ship Management (Chemical) Pte Ltd	Quotation for equipment.
2053	SpeedCast Singapore Pte. Ltd.	K Line Ship Management (Chemical) Pte Ltd	Service order for prepaid SIM card
2054	SpeedCast Singapore Pte. Ltd.	K Line Ship Management (Singapore) Ltd	Service Order
2055	SpeedCast Limited	K Line Ship Management (Singapore) Ltd	Service Order
2056	SpeedCast Australia Pty Limited	K92 Mining	service order for an upgrade.
2057	Speedcast Cyprus Ltd.	KALYPSO NAFTIKI ETAIREIA	Contract with KALYPSO NAFTIKI ETAIREIA
2058	Speedcast Cyprus Ltd.	Kane Global Holdings	Contract with Kane Global Holdings
2059	Speedcast Cyprus Ltd.	KAPPA INTERNATIONAL LIBERIA	Contract with KAPPA INTERNATIONAL LIBERIA
2060	Speedcast Cyprus Ltd.	KARDATOS MARINE SATELLITE SERVICE	Contract with KARDATOS MARINE SATELLITE SERVICE
2061	Speedcast Cyprus Ltd.	KARYSTOS SHIPPING COMPANY	Contract with KARYSTOS SHIPPING COMPANY
2062	Speedcast Cyprus Ltd.	KATSIKIS & SIGALAS LTD	Contract with KATSIKIS & SIGALAS LTD
2063	Telaurs Communications LLC	KC Maritime Hong Kong Ltd	Contract with KC Maritime Hong Kong Ltd
2064	SpeedCast Australia Pty Limited	Kenmore	Satellite Bandwidth Service Order.
2065	SpeedCast Australia Pty Limited	Kenmore Limited	Service agreement for satellite, teleport and internet backbone services.
2066	SpeedCast Australia Pty Limited	Kenmore Limited	Satellite Bandwidth Service Order.
2067	Speedcast Cyprus Ltd.	KHADIJA SHIP MANAGEMENT	Contract with KHADIJA SHIP MANAGEMENT
2068	SpeedCast Singapore Pte. Ltd.	Khas Jejaka Sdn Bhd	Service Order for the downgrade of satellite services for the vessel IMS AMAN.
2069	SpeedCast Communications, Inc.	Kiewit Offshore Services, Ltd.	Purchase order for Kiewit Offshore Services, Ltd's offshore and onshore purposes for Project Peregrino II WHP-C.
2070	SpeedCast Communications, Inc.	Kiewit Offshore Services, Ltd.	Purchase order for Kiewit Offshore Services, Ltd's offshore and onshore purposes for Project Peregrino II WHP-C.
2071	Speedcast Cyprus Ltd.	KIMOLOS SHIPPING CORPORATION	Contract with KIMOLOS SHIPPING CORPORATION
2072	Speedcast Cyprus Ltd.	KINESIS MARITIME COMPANY	Contract with KINESIS MARITIME COMPANY
2073	SpeedCast Limited	King Royal Technologies Co. Ltd	'Proposal cum Contract' for the provision of C-Band Satellite Bandwidth. References Terms and Conditions and MSA not provided.
2074	SpeedCast Australia Pty Limited	Kiribati Institute of Technology	Service Order Form
2075	SpeedCast Australia Pty Limited	Kiritabi Institute of Technology	Payment Arrangement/Service Orders
2076	SpeedCast Australia Pty Limited	Kiritabi Institute of Technology	Master Services Agreement

Exhibit E-3

Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
2077	SpeedCast Australia Pty Limited	Kiritimati Urban Council	service order for reactivation.
2078	SpeedCast Netherlands B.V.	Kjaer Data	Service order new, 36 months
2079	SpeedCast Netherlands B.V.	Kjaer Data	Service order new, 36 months
2080	SpeedCast Netherlands B.V.	Kjaer Data	Service order new, 60 months
2081	Satellite Communications Australia Pty Ltd	Kjaer Data A/S	Distributor Agreement for provision of Satellite Services
2082	Speedcast Cyprus Ltd.	KLEIMAR N.V.	Contract with KLEIMAR N.V.
2083	SpeedCast Singapore Pte. Ltd.	K-Line Ship Management (Chemical) Pte Ltd	Service order for satellite services.
2084	SpeedCast Singapore Pte. Ltd.	K-Line Ship Management (Chemical) Pte Ltd	Proposal cum contract for satellite services and equipment.
2085	SpeedCast Limited	K-Line Ship Management (Chemical) Pte Ltd	Service order for satellite services.
2086	SpeedCast Norway AS	Knutsen OAS	Communications Service Proposal for email supplier project
2087	SpeedCast Norway AS	Knutsen OAS Shipping AS	Service order for PCE GT mail
2088	SpeedCast Australia Pty Limited	Kolombangara Forest Products Limited	This is a service order form accompanying a cover page to a master services agreement, providing reactivation services.
2089	SpeedCast Australia Pty Limited	Kolombangara Forest Products Limited	This is the cover page to a master services agreement, whereby Oceanic BroadbandSolutions Pty Ltd will provide services and/or equipment to Kolombangara Forest Products Limited.
2090	Speedcast Cyprus Ltd.	KON/NOS-MARIA NK 560 PIZANIAS ANTONIOS	Contract with ΚΩΝ/ΝΟΣ-ΜΑΡΙΑ ΝΚ 560 ΠΙΖΑΝΙΑΣ ΑΝΤΩΝΙΟΣ
2091	Speedcast Cyprus Ltd.	KONDINAVE PIRAEUS	Contract with KONDINAVE PIRAEUS
2092	Globecomm Europe B.V.	Koninklijke Landmacht	Extracted customer identity and invoicing information for Koninklijke Landmacht.
2093	Globecomm Europe B.V.	Koninklijke Landmacht	Extracted customer identity and invoicing information for Koninklijke Landmacht.
2094	Speedcast Cyprus Ltd.	KON-QUEST SA	Contract with KON-QUEST SA
2095	Speedcast Cyprus Ltd.	KONSTANTINOS-ANGELIKI N. K KALIMNI	Contract with ΚΩΝΣΤΑΝΤΙΝΟΣ-ΑΓΓΕΛΙΚΗ Ν.Κ ΚΑΛΥΜΝΟΥ
2096	Speedcast Cyprus Ltd.	KONSTANTINOS-ANGELIKI N. K. 200 PIZANIA IDOKIA	Contract with ΚΩΝΣΤΑΝΤΙΝΟΣ-ΑΓΓΕΛΙΚΗ Ν.Κ.200 ΠΙΖΑΝΙΑ ΕΥΔΟΚΙΑ
2097	SpeedCast Australia Pty Limited	Koolan Iron Ore Pty Ltd	Supply agreement for satellite services at Koolan Island.
2098	SpeedCast Australia Pty Limited	Koolan Iron Ore Pty Ltd	Purchase order for satellite services.
2099	SpeedCast Australia Pty Limited	Koolan Iron Ore Pty Ltd	Purchase order for satellite infrastructure.
2100	Speedcast Cyprus Ltd.	KORAKIANITIS KHARALAMPOS	Contract with ΚΟΡΑΚΙΑΝΙΤΗΣ ΧΑΡΑΛΑΜΠΙΟΣ
2101	SpeedCast Singapore Pte. Ltd.	Korkyra Shipping d.o.o	Service Order
2102	SpeedCast Communications, Inc.	Kosmos-Trident Equatorial Guinea, Inc	Service Order for SpeedCast Services
2103	Speedcast Cyprus Ltd.	KOZADINOS IOANNIS & NIKA IOANNA O. E.	Contract with ΚΟΖΑΔΙΝΟΣ ΙΩΑΝΝΗΣ & ΝΙΚΑ ΙΩΑΝΝΑ Ο.Ε.
2104	Speedcast Cyprus Ltd.	KOZADINOS IOANNIS & NIKA IOANNA O. E.	Contract with ΚΟΖΑΔΙΝΟΣ ΙΩΑΝΝΗΣ & ΝΙΚΑ ΙΩΑΝΝΑ Ο.Ε.

Exhibit E-3

Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
2105	CapRock Communications Pte. Ltd.	Kreuz Challenger Pte Ltd	Amendment to Schedule No.00003 For Vessels Under Master Services Agreement Dated 1 December 2015
2106	CapRock Communications Pte. Ltd.	Kreuz Challenger Pte Ltd	Proposal and Contract
2107	CapRock Communications Pte. Ltd.	Kreuz Subsea Technologies Pte Ltd	Amendment to Schedule No.00003 For Vessels Under Master Services Agreement Dated 1 December 2015
2108	CapRock Communications Pte. Ltd.	Kreuz Subsea Technologies Pte Ltd	Master Services Agreement
2109	CapRock Communications Pte. Ltd.	Kreuz Subsea Technologies Pte Ltd	Schedule No.00003 to Kreuz Group MSA
2110	SpeedCast Netherlands B.V.	Kristof Schreurs	Vessel VSAT Airtime Modification for vessel AI
2111	SpeedCast Netherlands B.V.	Kroezen Ship Support	This contract is a quotation for the equipment needed to install a satellite internet antenna and pricing for the airtime necessary to run.
2112	SpeedCast Netherlands B.V.	Kroezen Ship Support	Communications Service Quotation
2113	SpeedCast Singapore Pte. Ltd.	KS Drilling Pte Ltd	Proposal and Contract for Upgrade of Managed Services including Bandwidth and Hardware Leasing
2114	SpeedCast Limited	KTSAT Co. Ltd	Agreement for global maritime Ku Band Services.
2115	SpeedCast Australia Pty Limited	Kumtor Gold Company	Purchase Order
2116	SpeedCast Limited	Kurdsky	Service Order Speedcast 2-Way Service - Activation
2117	SpeedCast Netherlands B.V.	Kustbevakningen Swedish Coast Guards	Requisition
2118	SpeedCast Limited	KVH Industries, Inc	Service Order
2119	Speedcast Cyprus Ltd.	Land & Marine Investment Ltd.	Contract with Land & Marine Investment Ltd.
2120	SpeedCast Australia Pty Limited	Land Use Victoria Department of Environment Land, Water and Planning	Cover Letter and Change Order to VSAT Satellite Broadband Services eServices Register Contract (Contract No. 335016)
2121	SpeedCast Australia Pty Limited	Land Use Victoria Department of Environment Land, Water and Planning	Covering Letter with Change Order to VSAT Satellite Broadband Services eServices Register Contract (contract no. 335016)
2122	Speedcast Cyprus Ltd.	LARUS S.A.	Contract with LARUS S.A.
2123	SpeedCast Australia Pty Limited	Lattice Energy Services Pty Limited	Letter from Origin Energy Limited to Speedcast Australia Pty Ltd informing Speedcast that the agreement between Speedcast and Origin will be assigned by Origin to Lattice Energy Services Pty Ltd.
2124	SpeedCast Australia Pty Limited	Lattice Energy Services Pty Limited	This is a purchase order delivered by Lattice Energy to Speedcast Australia Pty Ltd in respect of various services.
2125	SpeedCast Australia Pty Limited	Lattice Energy Services Pty Limited	This is an amendment to a service agreement between Lattice Energy and Speedcast Australia Pty Ltd.
2126	SpeedCast Australia Pty Limited	Lattice Energy Services Pty Limited	This is an amendment to a service order numbered 140002930 for services commencing on 1 March 2018, under a master service agreement between Speedcast Australia Pty Ltd and Lattice Energy Limited (as novated) dated 19 April 2012
2127	Speedcast Cyprus Ltd.	LAVINIA CORPORATION	Contract with LAVINIA CORPORATION
2128	SpeedCast Netherlands B.V.	Ibaizabal Tankers	Contract with Ibaizabal Tankers
2129	Speedcast Cyprus Ltd.	LEILA CAPITAL LIMITED	Contract with LEILA CAPITAL LIMITED

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Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
2130	Speedcast Cyprus Ltd.	LEMISOLLER SHIPMANAGEMENT LTD	Contract with LEMISOLLER SHIPMANAGEMENT LTD
2131	Speedcast Cyprus Ltd.	LEROS SHIPPING CORPORATION	Contract with LEROS SHIPPING CORPORATION
2132	Speedcast Cyprus Ltd.	LEVANT MARINE GROUP SA	Contract with LEVANT MARINE GROUP SA
2133	SpeedCast Communications, Inc.	Level 3 Communications LLC	Host Services Agreement for co-location services with equipment placement
2134	Globecom Network Services Corporation	Level 3 Communications, LLC	Building Access Agreement between the building owner and Level 3 to install equipment.
2135	Globecom Network Services Corporation	Level 3 Communications, LLC	Amendment to customer order
2136	SpeedCast Limited	Lewek Crusader Shipping Pte Ltd	Service/Work Order for Hardware Lease, Bandwidth Services and VOIP Call Charge
2137	Speedcast Cyprus Ltd.	LIBERTY MANAGEMENT S.A.	Contract with LIBERTY MANAGEMENT S.A.
2138	Speedcast Cyprus Ltd.	LIBERTY NAVIGATION CO LTD	Contract with LIBERTY NAVIGATION CO LTD
2139	Speedcast Cyprus Ltd.	LIDMAR SHIPPING & TRADING CO LTD	Contract with LIDMAR SHIPPING & TRADING CO LTD
2140	Maritime Communication Services, Inc.	Lindblad Maritime Enterprises, Ltd., Inc.	MSC Communication Services Agreement with Lindblad Maritime Enterprises, Ltd., Inc
2141	NewCom International, Inc.	Link Communications Systems	Master Services Agreement between CATV Technology, LLC and Speedcast
2142	SpeedCast Australia Pty Limited	LintasMega	Service Order
2143	SpeedCast Australia Pty Limited	LintasMega	Service Order
2144	SpeedCast Australia Pty Limited	LintasMega	Service Order
2145	SpeedCast Australia Pty Limited	LintasMega	Service Order
2146	Speedcast Cyprus Ltd.	Lion Ltd.	Contract with Lion Ltd.
2147	Speedcast Cyprus Ltd.	LIQUIMAR TANKERS MANAGEMENT SERVICES INC	Contract with LIQUIMAR TANKERS MANAGEMENT SERVICES INC
2148	Speedcast Cyprus Ltd.	LIVANOS HELLAS S.A.	Contract with LIVANOS HELLAS S.A.
2149	SpeedCast Singapore Pte. Ltd.	Livestock Transport & Trading Co. K.O.S	Service Order
2150	Speedcast Cyprus Ltd.	LL ENERGY S.A.	Contract with LL ENERGY S.A.
2151	SpeedCast Limited	LLC MAGADANPROMFLOT	Contract for the supply of satellite communication services.
2152	Speedcast Cyprus Ltd.	LOAD LINE MARINE SA	Contract with LOAD LINE MARINE SA
2153	Speedcast Cyprus Ltd.	LOMAR DEUTSCHLAND GMBH	Contract with LOMAR DEUTSCHLAND GMBH
2154	SpeedCast Australia Pty Limited	Lord Howe Island Board	Application for Broadband Internet and VoIP Service
2155	SpeedCast Australia Pty Limited	Lord Howe Island Board ABN 33280968043	Application for Broadband Internet and VoIP Service; Purchase Order
2156	Speedcast Cyprus Ltd.	LOTUS SHIPPING COMPANY LIMITED	Contract with LOTUS SHIPPING COMPANY LIMITED
2157	SpeedCast Australia Pty Limited	IsoTropic Networks, Inc.	Application for provision of Broadband Internet and VoIP Service in Asia/Pacific (Land).
2158	Telaurus Communications LLC	Lubeca Marine (Germany) GmbH & Co. KG	Contract with Lubeca Marine (Germany) GmbH & Co. KG

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Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
2159	SpeedCast Netherlands B.V.	Lurssen Logistics GmbH & Co. KG	Service Order for the provision of satellite bandwidth services on Vessel/Platform 'M/Y Carinthia'.
2160	SpeedCast Netherlands B.V.	Lurssen Logistics GmbH & Co. KG	Service Order for Regional Shared Airtime Plan and Hardware
2161	SpeedCast Netherlands B.V.	Lurssen Logistics GmbH & Co. KG	Service Order for Regional Shared Airtime Plan and Hardware
2162	SpeedCast Netherlands B.V.	Lurssen Logistics GmbH. KG	Service order delivered by Speedcast Netherlands B.V. to Lurssen.
2163	SpeedCast Netherlands B.V.	Lurssen Logistics GmbH. KG	Contract with Lürssen Logistics GmbH. KG
2164	Maritime Communication Services, Inc.	Lyric Cruise Ltd	Communications Services Agreement.
2165	SpeedCast Limited	M.M. Golden (M) Sdn Bhd	Invoice issued to M.M. Golden (M) Sdn Bhd
2166	Speedcast Cyprus Ltd.	M/MARITIME CORP	Contract with M/MARITIME CORP
2167	Hermes Datacommunications International Limited	Maaden Waad Al Shamal Phosphate Company	Purchase Order for Services
2168	SpeedCast Australia Pty Limited	Macarthur Iron Ore Pty Ltd (ABN 86 081 705 651)	Master Services Agreement
2169	SpeedCast Australia Pty Limited	Macarthur Minerals Limited	Master Services Agreement
2170	SpeedCast Australia Pty Limited	Macarthur Minerals Limited	service order for downgrade services.
2171	SpeedCast Australia Pty Limited	Macarthur Minerals Limited	service order for reactivation services.
2172	Evolution Communications Group Limited	Mackay Communications Inc	Confidentiality and non-disclosure agreement
2173	Evolution Communications Group Limited	Mackay Communications Inc	INMARSAT Traffic Agreement
2174	Telaurus Communications LLC	Madison Shipping Ltd	Contract with Madison Shipping Ltd
2175	SpeedCast Norway AS	Maersk Drilling A/S	purchaser order agreement for corporate backhaul- fiberlink stavanger
2176	SpeedCast Norway AS	Maersk Drilling A/S	Purchase order agreement for corporate backhaul 100 Mbps
2177	CapRock UK Limited	Maersk Oil North Sea Ltd	Communications Service Proposal
2178	CapRock UK Limited	Maersk Oil North Sea UK Ltd.	Service Order
2179	SpeedCast Australia Pty Limited	MAF International	Service Order
2180	SpeedCast Australia Pty Limited	MAF International	Service order for speedcast 2 way service on bandwidth.
2181	SpeedCast Australia Pty Limited	MAF International	Service order form for upgrade of bandwidth.
2182	Speedcast Cyprus Ltd.	MAJESTIC INTERNATIONAL CRUISES MARSHALL ISLANDS	Contract with MAJESTIC INTERNATIONAL CRUISES MARSHALL ISLANDS
2183	Speedcast Cyprus Ltd.	MALIMPI N. E. P. A	Contract with MAALIMPIOY N.E.I.A
2184	SpeedCast Australia Pty Limited	Mangalalu Truscott Airbase	Renewal of service order for satellite services.
2185	Speedcast Cyprus Ltd.	MANTA SHIPPING LTD	Contract with MANTA SHIPPING LTD
2186	Telaurus Communications LLC	Maple Schifffahrt GmbH & Co.KG	Contract with Maple Schifffahrt GmbH & Co.KG
2187	CapRock Communications Pte. Ltd.	Marathon Oil Company	Amendment Number 03MJ
2188	SpeedCast Communications, Inc.	Marathon Oil Company	MASTER WORLDWIDE STANDARD SERVICE CONTRACT

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Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
2189	SpeedCast Communications, Inc.	Marathon Oil Company	Amendment Number 02 to Contract No. 1218
2190	CapRock UK Limited	Marcel Gervais Boupoya Sandoungoul	Purchase Order
2191	SpeedCast Netherlands B.V.	Marconn	Email containing new implementation request for project "Telenor KU activation - Marconn - MANA I"
2192	SpeedCast Netherlands B.V.	Marconn B.V.	Service order
2193	SpeedCast Netherlands B.V.	Marconn B.V.	Speedcast Netherlands service order for Eems River.
2194	SpeedCast Netherlands B.V.	Marconn B.V.	Communications service quotation for FX airtime services with Fleet Edge and SIGMA net.
2195	SpeedCast Netherlands B.V.	Marconn B.V.	Speedcast Netherlands service order for Eems Sky.
2196	SpeedCast Netherlands B.V.	Marconn B.V.	Speedcast Netherlands service order for GSS Marine Services BV, Ella F.
2197	SpeedCast Netherlands B.V.	Marconn B.V.	Speedcast Netherlands service order for Mana I.
2198	SpeedCast Netherlands B.V.	Marconn B.V.	Speedcast Netherlands service order for Servant BV, Eems Servant.
2199	Speedcast Cyprus Ltd.	Marconn B.V.	Speedcast Greece FleetXpress Order Form for Trinitas.
2200	Globecom Europe B.V.	Mariconnect	Email communicating the suspension of service
2201	Globecom Europe B.V.	Mariconnect	Email communicating the reactivation of service
2202	Globecom Europe B.V.	Mariconnect	Equipment Order Form
2203	Globecom Europe B.V.	Mariconnect	Email communicating renewals of four different contracts.
2204	Globecom Europe B.V.	Mariconnect	Email requesting signature of an attachment
2205	Globecom Europe B.V.	Mariconnect	Equipment Order Form
2206	Globecom Europe B.V.	Mariconnect	Order Form
2207	Globecom Europe B.V.	Mariconnect	Equipment order form
2208	Globecom Europe B.V.	Mariconnect	Email communicating shipping costs.
2209	Globecom Europe B.V.	Mariconnect	Dealer Activation Form
2210	Globecom Europe B.V.	Mariconnect	Service Order
2211	Globecom Europe B.V.	Mariconnect	MAIRONIS service re-activation
2212	Globecom Europe B.V.	Mariconnect	ANNEX 1 ORDER FORM
2213	Globecom Europe B.V.	Mariconnect	Service Order Form - 2 month trial
2214	Globecom Europe B.V.	Mariconnect	Service Order Form - Upgrade and Renewal host email
2215	Globecom Europe B.V.	Mariconnect	Proposal Approval Sheet - Xiplink Service
2216	Globecom Europe B.V.	Mariconnect	Service Order - Equipment Order Form
2217	Globecom Europe B.V.	Mariconnect	Proposal Approval Sheet -
2218	Globecom Europe B.V.	Mariconnect	Order Form
2219	Globecom Europe B.V.	MariConnect	Dealer Activation Form
2220	Globecom Europe B.V.	Mariconnect	Email chain discussing contract renewal.

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Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
2221	Globecomm Europe B.V.	Mariconnect	Email chain between debtor and customer
2222	Globecomm Europe B.V.	Mariconnect	Proposal Approval Sheet
2223	Globecomm Europe B.V.	Mariconnect	Credit Request for Customer requested termination of contract.
2224	Globecomm Europe B.V.	Mariconnect	Proposal Approval Sheet
2225	Globecomm Europe B.V.	Mariconnect	Equipment Order Form
2226	Globecomm Europe B.V.	Mariconnect	Order for an upgrade to communication equipment.
2227	Globecomm Europe B.V.	Mariconnect	email exchange between Paul Young (Globecomm) and Adriaan Buhrmann (Globecomm)
2228	Globecomm Europe B.V.	Mariconnect	cover note replacing equipment
2229	Globecomm Europe B.V.	Mariconnect	Proposal Approval Sheet
2230	Globecomm Europe B.V.	Mariconnect	Equipment Lease Agreement between Globecomm Europe B.V and Mariconnect for satellite communications equipment
2231	Globecomm Europe B.V.	Mariconnect	Equipment Order between Mariconnect and Globecomm Europe B.V
2232	Globecomm Europe B.V.	Mariconnect	Equipment Order between Mariconnect and Globecomm Europe B.V for VSAT hardware New Kirkella
2233	Globecomm Europe B.V.	Mariconnect	Order between Globecomm Europe and Mariconnect for GiD service renewal: Mariconnect vessel Simonis Daukantis
2234	Globecomm Europe B.V.	Mariconnect	Order between Globecomm Europe and Mariconnect for the renewal & upgrade HST-M3-146 Taziazet II upgrade & renewa
2235	Globecomm Europe B.V.	Mariconnect	Order between Globecomm Europe and Mariconnect for Vessel Snaefell
2236	Globecomm Europe B.V.	Mariconnect	Order between Globecomm Europe and Mariconnect in relation to Vessel Snaefell
2237	Globecomm Europe B.V.	Mariconnect	Order form for equipment lease
2238	Globecomm Europe B.V.	Mariconnect	Order form for equipment lease
2239	Globecomm Europe B.V.	Mariconnect	ANNEX 1 ORDER FORM
2240	Globecomm Europe B.V.	Mariconnect	Notification of request to suspend.
2241	Globecomm Europe B.V.	Mariconnect	Email exchange
2242	Globecomm Europe B.V.	Mariconnect	Email communicating the suspension of service
2243	Globecomm Europe B.V.	Mariconnect	Email containing confirmation of payment
2244	Globecomm Europe B.V.	Mariconnect	Equipment Order Form
2245	Globecomm Europe B.V.	Mariconnect	GiD Service Order Form (SOF) for the Activation HST-M3-151 Cuxhaven (alias Samherji Factory 1)
2246	Globecomm Europe B.V.	Mariconnect	GiD Service Order Form (SOF) for the temporary upgrade of HST-M3-151 Cuxhaven.
2247	Globecomm Europe B.V.	Mariconnect	Equipment Order Form

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Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
2248	Globecomm Europe B.V.	Mariconnect	Dealer Activation Form for Satellite Bandwidth and RF Equipment
2249	Globecomm Europe B.V.	Mariconnect	Equipment order form.
2250	Globecomm Europe B.V.	Mariconnect	Communciation Equipment Order Form
2251	Globecomm Europe B.V.	Mariconnect	Equipment Order Form
2252	Globecomm Europe B.V.	Mariconnect	Equipment Order Form for the provision of equipment.
2253	Globecomm Europe B.V.	Mariconnect	Equipment Order Form for the provision of VSAT Below Decks Equipment.
2254	Globecomm Europe B.V.	Mariconnect	Dealer Activation Form with Globecomm Europe General Terms & Conditions
2255	Globecomm Europe B.V.	Mariconnect	Although not indicated, likely a service order
2256	Globecomm Europe B.V.	Mariconnect	Email thread relating to inclusion of components equipment and processing a subscription for the counterparty.
2257	Globecomm Europe B.V.	Mariconnect	Email to open a ticket to track the installation for VSAT and certus installation.
2258	Globecomm Europe B.V.	Mariconnect	GiD Service Order between GlobeComm and Mariconnect ehf for 24mth renewal and upgrade HST-M3-146 Taziazet II
2259	Globecomm Europe B.V.	Mariconnect	Global GiD - Annex 1 Order Form
2260	Globecomm Europe B.V.	Mariconnect	Global GiD Annex 1 Order Form - Renewal
2261	Globecomm Europe B.V.	Mariconnect	Global GiD Annex 1 Order Form - Upgrade & Renewal
2262	Globecomm Europe B.V.	Mariconnect	Order form
2263	Globecomm Europe B.V.	Mariconnect	Order form for space segment on a satellite
2264	Globecomm Europe B.V.	Mariconnect	Renewal & upgrade HST-M3-131 Akchar II
2265	Globecomm Europe B.V.	MariConnect	Invoice for the purchase of products
2266	Globecomm Europe B.V.	Mariconnect	Global GiD - Service Suspension
2267	Globecomm Europe B.V.	Mariconnect	Email chain between Globecomm and Mariconnect about Service renewal
2268	Globecomm Europe B.V.	Mariconnect	Email chain discussing activation of suspension services.
2269	Globecomm Europe B.V.	Mariconnect	Email exchange regarding suspension of billing
2270	Globecomm Europe B.V.	Mariconnect	Email regarding an invoice.
2271	Globecomm Europe B.V.	Mariconnect	Emails in relation to an invoice.
2272	Globecomm Europe B.V.	Mariconnect	Service order form for activation
2273	Globecomm Europe B.V.	Mariconnect	Email chain regarding the suspension of two vessels.
2274	Globecomm Europe B.V.	Mariconnect	Email exchange between Paul Young (Globecomm) and Johannes Pormoosson (Mari Connect)
2275	Globecomm Europe B.V.	Mariconnect	Invoice from Globecomm Europe to Mariconnect for products
2276	Globecomm Europe B.V.	Mariconnect	GiD site Activation Form

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Customers

Item	Debtor	Contract Counterparty	Contract Description
2277	Globecomm Europe B.V.	Mariconnect	24mnth Renewal HST-M3-136 Ocean Fresh
2278	Globecomm Europe B.V.	Mariconnect	Annex 1 to Order Form
2279	Globecomm Europe B.V.	Mariconnect	GiD Service Order Form
2280	Globecomm Europe B.V.	Mariconnect	Globecomm Europe BV
2281	Globecomm Europe B.V.	Mariconnect	iDirect service
2282	Globecomm Europe B.V.	Mariconnect	Order between Globecomm Europe and Mariconnect for a GiD service Mariconnect vessel MIDOY VIKING
2283	Globecomm Europe B.V.	Mariconnect	Order for 2 month trial of satellite services
2284	Globecomm Europe B.V.	Mariconnect	Order for satellite services
2285	Globecomm Europe B.V.	Mariconnect	Renewal & upgrade HST-M3-135 Akchar I
2286	Globecomm Europe B.V.	Mariconnect	Renewal & upgrade order form
2287	Globecomm Europe B.V.	Mariconnect	Service Order for new vessel
2288	Globecomm Europe B.V.	Mariconnect	VSAT service renewal & upgrade
2289	Globecomm Europe B.V.	Mariconnect	Order for an upgrade to communication equipment
2290	Globecomm Europe B.V.	Mariconnect	Activation form for service reactivation.
2291	Globecomm Europe B.V.	Mariconnect	Activation form.
2292	Globecomm Europe B.V.	Mariconnect	Order between Globecomm Europe and Mariconnect for iDirect service for Mariconnect 'New Kirkella'
2293	Globecomm Europe B.V.	Mariconnect	Order form
2294	Globecomm Europe B.V.	Mariconnect	Dealer Activation Form
2295	Globecomm Europe B.V.	Mariconnect	Equipment Order Form
2296	Globecomm Europe B.V.	Mariconnect	GiD Site Activation Form
2297	Globecomm Europe B.V.	Mariconnect	Host email correspondence (service order attached)
2298	Globecomm Europe B.V.	Mariconnect	Order for space segment on satellite
2299	Globecomm Europe B.V.	Mariconnect	Order Form
2300	Globecomm Europe B.V.	Mariconnect	Order Proposal and Form
2301	Globecomm Europe B.V.	Mariconnect	Annex 1 Order Form
2302	Globecomm Europe B.V.	Mariconnect	Credit note request / specification
2303	Globecomm Europe B.V.	Mariconnect	Equipment order form
2304	Globecomm Europe B.V.	Mariconnect	Equipment order form.
2305	Globecomm Europe B.V.	Mariconnect	Order form
2306	Globecomm Europe B.V.	Mariconnect (BDE-118)	Proposal Approval Sheet
2307	Globecomm Europe B.V.	Mariconnect (BDE-121)	Proposal Approval Sheet
2308	Globecomm Europe B.V.	Mariconnect ehf	Email communicating the suspension of service
2309	Telaurus Communications LLC	Mariconnect ehf	Contract with Mariconnect ehf

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Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
2310	Globecomm Europe B.V.	MariConnect ehf	Receipt.
2311	Globecomm Europe B.V.	Mariconnect ehf	GiD Service Order between GlobeComm and Mariconnect ehf for HST-M3-146 Taziazet II - service suspension (unknown duration)
2312	Globecomm Europe B.V.	Mariconnect ehf	GiD Service Order between GlobeComm and Mariconnect ehf for New vessel 'New Kirkella'. 24mth subscription
2313	Globecomm Europe B.V.	Mariconnect ehf	GiD Site Activation Form
2314	Globecomm Europe B.V.	Mariconnect ehf	GiD Service Order for Upgrade and renewal
2315	SpeedCast Netherlands B.V.	Mariconnect ehf	Service Order
2316	Globecomm Europe B.V.	Mariconnect ehf	GiD Service Order Form (SOF)
2317	Globecomm Europe B.V.	MariConnect ehf	Purchase Order for the trial installation of broadband internet
2318	Globecomm Europe B.V.	Mariconnect ehf.	Equipment Order Form
2319	Globecomm Europe B.V.	Mariconnect ehf.	Equipment Order form based on Proposal G2736 for VSAT Below Decks Equipment.
2320	Globecomm Europe B.V.	MariConnect ehf.	Annex 1 Order Form for a GiD service.
2321	Globecomm Europe B.V.	MariConnect ehf.	Annex 1 Order Form for a temporary upgrade of satellite services for vessel BERLIN.
2322	Globecomm Europe B.V.	MariConnect ehf.	Annex 1 Order Form for the Interim renewal of HST-M3-106 Kaagtind II.
2323	Globecomm Europe B.V.	MariConnect ehf.	Annex 1 Order Form for the provision of a GiD service for vessel BERLIN
2324	Globecomm Europe B.V.	MariConnect ehf.	Annex 1 Order Form for the provision of a GiD service.
2325	Globecomm Europe B.V.	MariConnect ehf.	Annex 1 Order Form for the renewal and rename of HST-M3-106 (was Odderyin, now Kaagtind 2)
2326	Globecomm Europe B.V.	MariConnect ehf.	Annex 1 Order Form for the temporary upgrade for Cuxhaven (HST-151).
2327	Globecomm Europe B.V.	MariConnect ehf.	Annex 1 Order Form for the temporary upgrade of services.
2328	SpeedCast Limited	Maridive & Oil Services	Addendum to the agreement for the provision of seacast services.
2329	SpeedCast Limited	Maridive & Oil Services	Seacast services price agreement.
2330	SpeedCast Limited	Maridive & Oil Services	Service order for hardware.
2331	Telaurus Communications LLC	Marina Satellite Services, S.A.	Contract with Marina Satellite Services, S.A.
2332	Telaurus Communications LLC	Marine Radio Technology Co. Ltd.	Contract with Marine Radio Technology Co. Ltd.
2333	Speedcast Cyprus Ltd.	MARINE TRUST MALTA	Contract with MARINE TRUST MALTA
2334	SpeedCast Netherlands B.V.	Marine VSAT	Service Order
2335	SpeedCast Netherlands B.V.	Marine Vsat	Airtime Plan Service Order
2336	SpeedCast Netherlands B.V.	Marine Vsat	Service order for the provision of certain services.
2337	SpeedCast Netherlands B.V.	Marine VSAT	Service Plan Correction
2338	SpeedCast Netherlands B.V.	Marine VSAT	Contract with Marine VSAT

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Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
2339	SpeedCast Netherlands B.V.	Marine VSAT	Service Order
2340	SpeedCast Netherlands B.V.	Marine VSAT	Service order for the provision of certain services.
2341	Speedcast Cyprus Ltd.	MARINERS SHIPPING AGENCY S.A.	Contract with MARINERS SHIPPING AGENCY S.A.
2342	Speedcast Cyprus Ltd.	MARISSA MARINE SA	Contract with MARISSA MARINE SA
2343	Speedcast Cyprus Ltd.	MARITEAM SERVICES INC	Contract with MARITEAM SERVICES INC
2344	Speedcast Cyprus Ltd.	Maritime Acquisitions III LTD	Contract with Maritime Acquisitions III LTD
2345	Speedcast Cyprus Ltd.	MARITIME CONSORTIUM OF THESSALONIKI INC	Contract with MARITIME CONSORTIUM OF THESSALONIKI INC
2346	Speedcast Cyprus Ltd.	MARITIME ENTER. MANAGEMENT SA	Contract with MARITIME ENTER. MANAGEMENT SA
2347	SpeedCast International Limited	Mark Downey	Guarantor for lease in relation to premises in South Australia occupied by Speedcast Australia Pty Ltd
2348	Speedcast Cyprus Ltd.	MARLOW NAVIGATION COMPANY LIMITED	Contract with MARLOW NAVIGATION COMPANY LIMITED
2349	SpeedCast Australia Pty Limited	Marmota Energy	Service Order (Reactivation)
2350	SpeedCast Australia Pty Limited	Marmota Energy	Service Order 14000317!
2351	SpeedCast Australia Pty Limited	Marmota Energy ABN 33119270816	Broadband Internet and VoIP Service - Application Form
2352	SpeedCast Australia Pty Limited	Marmota Energy ABN 33119270816	Broadband Internet and VoIP Service - Application Form
2353	Speedcast Cyprus Ltd.	MARVEL MARITIME LTD	Contract with MARVEL MARITIME LTD
2354	Speedcast Cyprus Ltd.	MARVIN SHIPPING SERVICES INC	Contract with MARVIN SHIPPING SERVICES INC
2355	SpeedCast Singapore Pte. Ltd.	Master & Owner of MV Baltic Tern Fighter Holdings Limited	Service Order
2356	SpeedCast Singapore Pte. Ltd.	MASTER & OWNER OF X-PRESS JERSEY CUSTOMER REDHILL SHIPPING PTE LTD	Service Order
2357	SpeedCast Singapore Pte. Ltd.	Master & Owner of X-Press Kabru Pender Shipping Pte Ltd c/o Sea Consortium Pte Ltd	Service Order
2358	Speedcast Cyprus Ltd.	Master and /or Owner of MV Angelic Power	Contract with Master and /or Owner of MV Angelic Power
2359	SpeedCast Singapore Pte. Ltd.	Master and/ or Owners of the m/v BAHIJAH	Proposed Cum Contract - Immarsat Fleet Xpress Services
2360	CapRock Communications Pte. Ltd.	Master and/or Owners Norshore Atlantic C/O Anglo-Eastern (UK) Ltd	Purchase Order
2361	SpeedCast Netherlands B.V.	Masters & Owners Mobile Express	Contract with Masters & Owners Mobile Express
2362	SpeedCast Australia Pty Limited	Max Dee Integrated Engineering Ltd	Proposal for the provision of Inmarsat Fleet Broadband and Iridium Pilot (OpenPort) services.
2363	Globecomm Europe B.V.	Max Riedel	Contract with Max Riedel
2364	NewCom International, Inc.	MB de Colombia S.A.	Contract for the provision of satellite telecommunications services.
2365	NewCom International, Inc.	MB de Colombia SAS	Master Services Agreement for Group QoS KU Band 890/250 Kbps
2366	SpeedCast Australia Pty Limited	McKay Transport	New Customer Form
2367	Speedcast Cyprus Ltd.	McKinsey SIMVILI EPIKHIRISEON M. E. P. E.	Contract with McKinsey ΣΥΜΒΟΥΛΟΙ ΕΠΙΧΕΙΡΗΣΕΩΝ Μ.Ε.Π.Ε.
2368	SpeedCast Communications, Inc.	MCP Operating	Contract with MCP Operating

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Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
2369	SpeedCast France SAS	ME SERGE ROUX	Service Subscription
2370	Speedcast Cyprus Ltd.	MEADWAY SHIPMANAGEMENT INC	Contract with MEADWAY SHIPMANAGEMENT INC
2371	Globecomm Network Services Corporation	MEASAT Broadcast Network Systems Sdn Bhd	Agreement for Uplink Systems Migration and the Supply and Commissioning of New Uplink Systems
2372	SpeedCast Australia Pty Limited	Measat Satellite Systems SDN BHD	Satellite Bandwidth Teleport Service Order.
2373	Speedcast Cyprus Ltd.	MED FERRY I	Contract with MED FERRY I
2374	Speedcast Cyprus Ltd.	MED SEA TANKERS	Contract with MED SEA TANKERS
2375	SpeedCast France SAS	MEDECINS SANS FRONTIERES	Subscription for network services
2376	Speedcast Cyprus Ltd.	MEDFERRY SHIPPING CO	Contract with MEDFERRY SHIPPING CO
2377	CCI Services Corp.	Mediciones Geolec De Chile Ltda	Local Country Agreement (Chile) pursuant to the Master Telecom Services Agreement under which Schlumberger could request and obtain certain satellite telecommunications services.
2378	CCI Services Corp.	Mediciones Geolec de Chile Ltda.	Master Telecom Service Agreement (MTSA)
2379	Speedcast Cyprus Ltd.	MEDMAR INC	Contract with MEDMAR INC.
2380	SpeedCast Limited	MEDSHIP Denizcilikve Ticaret A.S	Standard Terms and Conditions of the Master Services Agreement
2381	SpeedCast Singapore Pte. Ltd.	Medship Shipping and Trading S.A.	Service Order
2382	Speedcast Cyprus Ltd.	MEGA DYNAMIC OFFSHORE LTD	Contract with MEGA DYNAMIC OFFSHORE LTD
2383	Speedcast Cyprus Ltd.	MEGA TUGS SALVAGE AND TOWAGE SA	Contract with MEGA TUGS SALVAGE AND TOWAGE SA
2384	Telaurus Communications LLC	Megah Surya Persada	Reseller Agreement
2385	Telaurus Communications LLC	Meghna Group of Industries	Contract with Meghna Group of Industries
2386	SpeedCast Limited	Meghna Group of Industries	SpeedMail+ order form
2387	Speedcast Cyprus Ltd.	MELTEMI YACHTING LIMITED	Contract with MELTEMI YACHTING LIMITED
2388	SpeedCast Singapore Pte. Ltd.	Mercantile Shipping Lines Ltd Meghna Group of Industries (MGI)	Quote for the Supply the Fleet Broadband airtime plan
2389	Speedcast Cyprus Ltd.	MERMAID INT. SHIPPING AND TRADE GREECE	Contract with MERMAID INT. SHIPPING AND TRADE GREECE
2390	Hermes Datacommunications International Limited	Mermaid Subsea Services (Thailand) Ltd- Asiana	Proposal cum Contract for Services
2391	Speedcast Cyprus Ltd.	MERMAN MARITIME CO	Contract with MERMAN MARITIME CO
2392	Speedcast Cyprus Ltd.	MES YACHTING OE KOZADINOS IOANNIS & NIKA IOANNA OE	Contract with MES YACHTING OE KOZADINOS IOANNIS & NIKA IOANNA OE
2393	Speedcast Cyprus Ltd.	MESSRS AZUREOCEAN LIMITED	Contract with MESSRS AZUREOCEAN LIMITED
2394	Speedcast Cyprus Ltd.	Metis Group Inc.	Contract with Metis Group Inc.
2395	Speedcast Cyprus Ltd.	MG SHIPPING ENTERPRISES	Contract with MG SHIPPING ENTERPRISES
2396	Speedcast Cyprus Ltd.	MGDT PTY LIMITED	Contract with MGDT PTY LIMITED
2397	Speedcast Cyprus Ltd.	MH BLAND S.L	Proforma Invoice.
2398	Speedcast Cyprus Ltd.	Midocean (IOM) Ltd	Contract with Midocean (IOM) Ltd

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Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
2399	Speedcast Cyprus Ltd.	MILESHORE LIMITED	Contract with MILESHORE LIMITED
2400	Speedcast Cyprus Ltd.	MILLENIA MARITIME INC	Contract with MILLENIA MARITIME INC
2401	Speedcast Cyprus Ltd.	Mimo Connect Ltd	Contract with Mimo Connect Ltd
2402	SpeedCast Australia Pty Limited	Mingende Rural Catholic Church Hospital	Quote/Invoice.
2403	Speedcast Cyprus Ltd.	MINOA MARINE LIMITED	Contract with MINOA MARINE LIMITED
2404	Globecomm Europe B.V.	Mira International Shipping Company	Order form
2405	SpeedCast Limited	Mira International Shipping S.A.	Service Order
2406	SpeedCast Limited	Miraship	Service Order
2407	SpeedCast Australia Pty Limited	Mission Aviation Fellowship (MAF)	Service order form for provision of VSAT satellite services including bandwidth for a 12 month term with an activation date to be confirmed.
2408	SpeedCast Australia Pty Limited	Mission Aviation Fellowship (MAF) Indonesia	Sales Order for satellite bandwidth.
2409	SpeedCast Australia Pty Limited	Mission Aviation Fellowship (MAF) Indonesia	Service order for speedcast 2-way service
2410	SpeedCast Australia Pty Limited	Mission Aviation Fellowship (MAF) Indonesia	Service order for speedcast 2-way service.
2411	SpeedCast Communications, Inc.	Mitchell Rechler	Guarantor for lease in relation to premises in Hauppauge, NY occupied by Globecomm Network Services Corporation
2412	SpeedCast International Limited	Mitchell Rechler	Guarantor for lease in relation to premises in Hauppauge, NY occupied by Globecomm Network Services Corporation
2413	Speedcast Cyprus Ltd.	MM MARINE INC ex AEGEAN BUNKERING SERVICES INC.	Contract with MM MARINE INC ex AEGEAN BUNKERING SERVICES INC.
2414	SpeedCast Australia Pty Limited	MMA Offshore	Purchase Order
2415	SpeedCast Australia Pty Limited	MMA Offshore Vessel Operation Pty Ltd (ACN 159 524 553)	Master Services Agreement (satellite and internet bandwidth for transmission or re-transmission of telecommunications traffic).
2416	Telaurs Communications LLC	Mobro Marine Inc.	Contract with Mobro Marine Inc.
2417	SpeedCast Australia Pty Limited	Moch Community School	service order for reactivation services.
2418	CapRock Comunicações do Brasil Ltda.	MODEC	Satellite Communication service
2419	Hermes Datacommunications International Limited	Modec Ghana, Ltd	Contract for Communications Services
2420	Speedcast Cyprus Ltd.	MONARCH TELECOM LTD	Contract with MONARCH TELECOM LTD
2421	SpeedCast Limited	Moon Blue Ltd	Invoice
2422	Speedcast Cyprus Ltd.	MOONSHINE SERVICES LTD	Contract with MOONSHINE SERVICES LTD
2423	SpeedCast Australia Pty Limited	Moore Business Solutions (PNG) Ltd	Service Order
2424	SpeedCast Australia Pty Limited	Moore Business Solutions (PNG) Ltd	Service Order
2425	SpeedCast Australia Pty Limited	Motukea International Terminal Limited	Service order for satellite services.
2426	Maritime Communication Services, Inc.	Mr. William Milliken	COMMUNICATIONS SERVICES AGREEMENT
2427	SpeedCast Australia Pty Limited	MSC Hope Academy	Service Order for Satellite Bandwidth services.
2428	SpeedCast Netherlands B.V.	Muller Dordrecht	Service Order

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Customers

Item	Debtor	Contract Counterparty	Contract Description
2429	SpeedCast Limited	Multinet Pakistan (Private) Limited	Service Order
2430	SpeedCast Limited	Multinet Pakistan (Private) Limited (Incorporation No. 0037337)	Collaboration Agreement
2431	Speedcast Cyprus Ltd.	MURACO MANAGEMENT CORP.	Contract with MURACO MANAGEMENT CORP.
2432	SpeedCast Communications, Inc.	Murphy Exploration & Production Company	Master Services Agreement for Contractor
2433	SpeedCast Australia Pty Limited	Mutual Trust Pty Ltd	Application for service activation.
2434	SpeedCast Australia Pty Limited	Mutual Trust Pty Ltd	sales quotation for a satellite phone.
2435	Globecom Europe B.V.	MV Alecto Vertom UCS Beaumaris CV	Order for a FB Standard Plan
2436	SpeedCast Netherlands B.V.	MV Fugro Mariner	Service report
2437	SpeedCast Singapore Pte. Ltd.	MX1	service order for co-location services.
2438	SpeedCast Singapore Pte. Ltd.	MX1	service order to provide co-location services.
2439	SpeedCast Singapore Pte. Ltd.	MX1	quotation for the provision of managed services.
2440	SpeedCast Singapore Pte. Ltd.	MX1	quotation for the provision of services.
2441	SpeedCast Singapore Pte. Ltd.	MX1	quotation for the provision of smart hand services.
2442	SpeedCast Singapore Pte. Ltd.	MX1	quotation for the supply of an internal band connection and internet connectivity upgrade.
2443	SpeedCast Singapore Pte. Ltd.	MX1 Inc.	Service Order and Charges Schedule for Multiple Smart Hand Services Installation
2444	Speedcast Cyprus Ltd.	MY EDEN HOLDINGS LTD	Contract with MY EDEN HOLDINGS LTD
2445	SpeedCast Australia Pty Limited	MyHaus	Service Order
2446	SpeedCast Australia Pty Limited	MyHaus	Master Services Agreement
2447	Speedcast Cyprus Ltd.	MYKONOS SHIPPING CO LTD	Contract with MYKONOS SHIPPING CO LTD
2448	SpeedCast Communications, Inc.	Nabors Corporate Services, Inc	Service Agreement
2449	SpeedCast Communications, Inc.	Nabors Corporate Services, Inc.	Communication Service Proposal
2450	SpeedCast Communications, Inc.	Nabors Corporate Services, Inc.	Communication Service Proposal and Acceptance
2451	SpeedCast Communications, Inc.	Nabors Corporate Services, Inc.	Communications Service Proposal
2452	Speedcast Cyprus Ltd.	NAFTO TRADE SHIPPING & COMMERCIAL SA	Contract with NAFTO TRADE SHIPPING & COMMERCIAL S.A
2453	Speedcast Cyprus Ltd.	NAITILIAKI ENOSI THESSALONIKIS EPE MCT	Contract with NAYTILIAKH ENΩΣΗ ΘΕΣΣΑΛΟΝΙΚΗΣ ΕΠΕ MCT
2454	SpeedCast Australia Pty Limited	Nambawan Seafoods PNG Ltd	service order for an upgrade.
2455	SpeedCast Australia Pty Limited	Nambawan Seafoods PNG Ltd	Master Services Agreement
2456	SpeedCast Australia Pty Limited	Nambawan Seafoods PNG Ltd	Master Services Agreement
2457	SpeedCast Australia Pty Limited	Nambawan Seafoods PNG Ltd	Service order for activation services.
2458	SpeedCast Australia Pty Limited	Nambawan Seafoods PNG Ltd	service order for an upgrade.
2459	Speedcast Cyprus Ltd.	NARVAL SHIPPING CORP.	Contract with NARVAL SHIPPING CORP.
2460	Speedcast Cyprus Ltd.	NATIONAL BUNKERING CO. LTD	Contract with NATIONAL BUNKERING CO. LTD

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Customers

Item	Debtor	Contract Counterparty	Contract Description
2461	SpeedCast Australia Pty Limited	National Fisheries Authority	Service Order
2462	SpeedCast Australia Pty Limited	National Fisheries Development Ltd	Service Order: software upgrade, annual maintenance, new unit and air freight
2463	Globecomm Network Services Corporation	National Fuel Gas Supply Corporation	Master Services Agreement
2464	Speedcast Cyprus Ltd.	NATIONAL SHIPPING SA	Contract with NATIONAL SHIPPING SA
2465	CapRock UK Limited	NATS (Services) Limited	Amendment to Purchase order
2466	Speedcast Cyprus Ltd.	NAUTICAL CARRIERS INC.	Contract with NAUTICAL CARRIERS INC.
2467	SpeedCast Singapore Pte. Ltd.	Nautical Ship Management Sdn Bhd.	Proposal cum contract for the provision of maritime communication services and hardware.
2468	SpeedCast Singapore Pte. Ltd.	Nautical Ship Management Sdn Bhd.	Proposal cum contract for the provision of maritime communication services and hardware.
2469	Speedcast Cyprus Ltd.	NAUTILUS MARINE SA	Contract with NAUTILUS MARINE SA
2470	Speedcast Cyprus Ltd.	NAVARONE SA	Contract with NAVARONE SA
2471	SpeedCast Communications, Inc.	Navarro Capital Partners, LLC	Purchase Order for Hardware
2472	SpeedCast Netherlands B.V.	Naviera Monte Urbasa SLU	Service Order for Global Coverage Airtime Plan and Hardware
2473	SpeedCast Netherlands B.V.	Naviera Monte Urbasa SLU	Iridium Service Order Form - Activation of Airtime Plan
2474	Speedcast Cyprus Ltd.	NAVIERA ULISES LTD	Contract with NAVIERA ULISES LTD
2475	Speedcast Cyprus Ltd.	NAVIOS CONTAINERS MANAGEMENT INC (SINGAPORE)	Contract with NAVIOS CONTAINERS MANAGEMENT INC (SINGAPORE)
2476	Speedcast Cyprus Ltd.	NAVIOS SHIP MANAGEMENT INC. (SINGAPORE)	Contract with NAVIOS SHIP MANAGEMENT INC. (SINGAPORE)
2477	Speedcast Cyprus Ltd.	NAVIOS SHIPMANAGEMENT INC (GREECE)	Contract with NAVIOS SHIPMANAGEMENT INC (GREECE)
2478	Speedcast Cyprus Ltd.	NAVIOS TANKERS MANAGEMENT INC.	Contract with NAVIOS TANKERS MANAGEMENT INC.
2479	NewCom International, Inc.	ND Satcom GmbH	Service Order for satellite services.
2480	SpeedCast Australia Pty Limited	Neil G. Davis Satellite Services Pty Ltd (ABN 92624941984)	Consultancy Agreement whereby Neil G. Davis Satellite Services Pty Ltd provides to SpeedCast Australia Pty Ltd professional consultancy, advisory and business development services.
2481	SpeedCast Limited	Nelco Limited	Tripartite agreement for the provision of global maritime Ku Band services
2482	CapRock UK Limited	Neptune Energy	Communications Service Proposal - for the Provision of Communications Products and Services
2483	CapRock UK Limited	Neptune Energy Netherlands B.V.	Purchase Order for ICT services
2484	Speedcast Cyprus Ltd.	NEPTUNE LINES SHIPPING & MANAGING ENTERPRISES SA	Contract with NEPTUNE LINES SHIPPING & MANAGING ENTERPRISES SA
2485	Speedcast Cyprus Ltd.	NETWAVE SYSTEMS B.V.	Contract with NETWAVE SYSTEMS B.V.
2486	Speedcast Cyprus Ltd.	NETWORK CHARTERING SA	Contract with NETWORK CHARTERING SA
2487	SpeedCast Australia Pty Limited	Network Innovations Asiapac Pty Ltd	Service Order Speedcast 2-way Service

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Customers

Item	Debtor	Contract Counterparty	Contract Description
2488	SpeedCast Australia Pty Limited	Network Innovations Asiapac Pty Ltd	Network Innovations Asiapac Pty Ltd
2489	SpeedCast Australia Pty Limited	Network Innovations Asiapac Pty Ltd	Speedcast 2-way Service Order
2490	SpeedCast Australia Pty Limited	Network Innovations Asiapac Pty Ltd	Service order for satellite bandwidth and equipment.
2491	SpeedCast Australia Pty Limited	Network Innovations Asiapac Pty Ltd	Speedcast 2-way Service Order
2492	SpeedCast Australia Pty Limited	Network Innovations Asiapac Pty Ltd (ABN 94 605 345 140)	Master Services Agreement
2493	SpeedCast Australia Pty Limited	Network Innovations Inc	Master Services Agreement
2494	Globecommm Network Services Corporation	NeuLion	Network services contract for video services - Attachment 1: Statement of Work NSC-07-007
2495	Globecommm Network Services Corporation	NeuLion	Network services contract for video services - Attachment 1: Statement of Work NSC-07-007-010
2496	Globecommm Network Services Corporation	NeuLion	Network services contract for video services - Attachment 1: Statement of Work NSC-07-007
2497	Globecommm Network Services Corporation	NeuLion	Network services contract for video services.
2498	SpeedCast Australia Pty Limited	New Britain Palm Oil Limited	Service Order for Satellite Bandwidth services.
2499	SpeedCast Australia Pty Limited	New Britain Palm Oil Limited	Service Order for Satellite Bandwidth services.
2500	SpeedCast Australia Pty Limited	New Britain Palm Oil Ltd	Service Order for Satellite Bandwidth services.
2501	SpeedCast Australia Pty Limited	New Britain Palm Oil Ltd	Service order.
2502	SpeedCast Australia Pty Limited	New Britain Palm Oil Ltd	Service Order for Satellite Bandwidth services.
2503	SpeedCast Australia Pty Limited	New Britain Palm Oil Ltd,	Master Services Agreement.
2504	Speedcast Cyprus Ltd.	NEW RAMBLER LLC	Contract with NEW RAMBLER LLC
2505	SpeedCast Australia Pty Limited	New Skies Satellites Australia Pty Ltd	Teleport Service Order
2506	SpeedCast Australia Pty Limited	New Skies Satellites Australia Pty Ltd	Teleport Service Order
2507	SpeedCast Australia Pty Limited	New Skies Satellites B.V.	Appendix and Schedules to the Agreement.
2508	NewCom International, Inc.	New Skies Satellites B.V.	Contract for the provision of real estate, teleport infrastructure, protected power, and staff necessary to support the Bogota gateway operations for SES-14 satellite, ou such other satellite as designated bu SES from time to time.
2509	SpeedCast Australia Pty Limited	New Skies Satellites B.V.	Teleport Service Order
2510	SpeedCast Australia Pty Limited	New Skies Satellites B.V.	Teleport Service Order
2511	SpeedCast Australia Pty Limited	New Skies Satellites B.V.	Service Order submitted in accordance with Teleport Service Ordering Agreement dated 24 August 2005 between New Skies Satellites BV and NewSat Networks Pty Ltd, as novated to Speedcast Australia Pty Ltd under the Novation Deed dated 29 April 2016.
2512	SpeedCast Australia Pty Limited	New Skies Satellites B.V.	Service Order submitted in accordance with Teleport Service Ordering Agreement dated 24 August 2005 by and between New Skies Satellites BV, as novated to Speedcast Australia Pty Ltd under the Novation Deed dated 29 April 2016.
2513	SpeedCast Australia Pty Limited	New Skies Satellites B.V.	Amendment No.01 to the Teleport Service Ordering Agreement.

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Customers

Item	Debtor	Contract Counterparty	Contract Description
2514	Speedcast Cyprus Ltd.	NEW TRADE SHIP MANAGEMENT SA	Contract with NEW TRADE SHIP MANAGEMENT SA
2515	SpeedCast Australia Pty Limited	New Tribes Mission	Service Order
2516	SpeedCast Limited	New Tribes Mission	Service Order
2517	SpeedCast Australia Pty Limited	New Tribes Mission	Service Order
2518	SpeedCast Limited	New Tribes Mission	Service Order
2519	SpeedCast Australia Pty Limited	New Tribes Mission	Master Services Agreement for Services and/or Equipment
2520	SpeedCast Australia Pty Limited	New Tribes Mission PNG Ltd	Master Services Agreement for Services and/or Equipment
2521	Speedcast Cyprus Ltd.	New Vision Shipping S.A	Contract with New Vision Shipping S.A
2522	SpeedCast Australia Pty Limited	New Zealand Defence Force	Application and Agreement for the installation and provision of broadband internet
2523	Speedcast Cyprus Ltd.	NEWILL COMPANY INC	Contract with NEWILL COMPANY INC
2524	Speedcast Cyprus Ltd.	NEWPORT SA	Contract with NEWPORT SA
2525	SpeedCast Australia Pty Limited	NewSat Networks Pty Limited (ABN 19 078 204 994)	Appendix and Schedules to the Agreement.
2526	SpeedCast Australia Pty Limited	NewSat Networks Pty Ltd	Amendment No.01 to the Teleport Service Ordering Agreement.
2527	NewCom International, Inc.	Newsat S.A.S	Contract for the provision of telecommunications and related services.
2528	CapRock UK Limited	NEXEN Petroleum UK	Information for modification to existing service
2529	CapRock UK Limited	Nexen Petroleum UK Limited	Service order for VSAT Services
2530	CapRock UK Limited	Nexen Petroleum UK Limited	Service order for VSAT Services
2531	SpeedCast Australia Pty Limited	NEXTGEN NETWORKS PTY LTD ABN 32 094 147 403	Equipment and Installation Services
2532	SpeedCast Australia Pty Limited	Ngaanyatjarra Health Service	Service Order
2533	SpeedCast Australia Pty Limited	Ngaanyatjarra Health Service	Service Order for Bandwidth Plan Renewal.
2534	Speedcast Cyprus Ltd.	NGM ENERGY S.A.	Contract with NGM ENERGY S.A.
2535	Speedcast Cyprus Ltd.	NICHOLAS G. MOUNDREAS SHIPPING S.A	Contract with NICHOLAS G. MOUNDREAS SHIPPING S.A
2536	SpeedCast Limited	Ningbo Zrich Shipping Co. Ltd	Registration for service activation of Maritime Mobile Earth station
2537	Speedcast Cyprus Ltd.	NIOVIS SHIPPING CO SA	Contract with NIOVIS SHIPPING CO SA
2538	SpeedCast Netherlands B.V.	NIOZ	Service Order
2539	SpeedCast Singapore Pte. Ltd.	Nippon Steel Engineering Marine Pte Ltd	Proposal and Contract
2540	SpeedCast Singapore Pte. Ltd.	Nippon Steel Engineering Marine Pte Ltd	Proposal and Contract
2541	SpeedCast Australia Pty Limited	Niugini Electrical Co Ltd	Service order for speedcast 2 way service for bandwidth.
2542	SpeedCast Australia Pty Limited	Nivani Ltd	Service order for speedcast 2 way service for bandwidth
2543	Speedcast Cyprus Ltd.	Noah Ship Management	Contract with Noah Ship Management
2544	Speedcast Cyprus Ltd.	NOBEL MARITIME INC	Contract with NOBEL MARITIME INC

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Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
2545	SpeedCast Australia Pty Limited	Noble	contract is a work pack for equipment installation services.
2546	SpeedCast Australia Pty Limited	Noble Contracting II GmbH	Contract is a drilling work order. the order stipulates that the debtor is to provide managed communications services.
2547	CapRock Communications Pte. Ltd.	Noble Drilling Services Inc	Master Services Agreement
2548	CapRock Communications Pte. Ltd.	Noble Drilling Services Inc	Noble Drilling Work Order
2549	CapRock UK Limited	Noble Drilling Services Inc	Work Order subject to Master Services Agreement between Noble Drilling Service Inc. & Speedcast Communications Inc.
2550	SpeedCast Communications, Inc.	Noble Drilling Services Inc.	Master Services Agreement for provision of VSAT Communications Services & Equipments
2551	SpeedCast Communications, Inc.	Noble Drilling Services Inc.	Master Services Agreement for provision of VSAT Communications & Services
2552	SpeedCast Communications, Inc.	Noble Drilling Services Inc.	Master Services Agreement
2553	CapRock UK Limited	Noble Drilling Services Inc.	Work Order effective 01/01/2019 between Noble Drilling Services Inc & Speedcast Saudi Arabia Limited AND a second work order effective 1 Sept 2018 between Noble Drilling Services Ltd & CapRock UK Ltd
2554	SpeedCast Communications, Inc.	Noble Drilling Services Inc.	Master Services Agreement between Speedcast Communications, Inc. and Noble Drilling Services Inc.
2555	SpeedCast Communications, Inc.	Noble Drilling Services Inc.	Master Services Agreement between Speedcast Communications, Inc. and Noble Drilling Services Inc.
2556	CCI Services Corp.	Noble Energy EG LTD	Amendment No. 2 for contract dated January 1st 2010 for the Provision of Satellite Connectivity
2557	SpeedCast Communications, Inc.	Noble Energy Inc.	Amendment No. 2 to the Communication Services — Blanket Work Order (BWO)
2558	SpeedCast Communications, Inc.	Noble Energy Inc.	Communications Services Blanket Work Order
2559	SpeedCast Communications, Inc.	Noble Energy, Inc.	Master Services Contract
2560	SpeedCast Communications, Inc.	Noble Energy, Inc.	Master Service Contract
2561	SpeedCast Communications, Inc.	Noble Energy, Inc.	Work Order for Neptune Communications and Network Monitoring
2562	SpeedCast Communications, Inc.	Noble Energy, Inc.	Amendment No. 2 to the Communication Services — Blanket Work Order (BWO)
2563	SpeedCast Communications, Inc.	Noble Energy, Inc.	Amendment No. 4 to the Communication Services — Blanket Work Order (BWO)
2564	SpeedCast Communications, Inc.	Noble Energy, Inc.	Work Order for 2 Indium Satellite Phones
2565	SpeedCast Communications, Inc.	Noble Energy, Inc.	Work Order for Communications Equipment and Services
2566	CapRock UK Limited	Noble Resources Limited	Work Order subject to Master Services Agreement between Noble Drilling Services Inc. & Speedcast Communications Inc
2567	Hermes Datacommunications International Limited	Noble Resources Limited	Noble Drilling Work Order
2568	SpeedCast Singapore Pte. Ltd.	Noble Services International Ltd.	Drilling Work Order
2569	Speedcast Cyprus Ltd.	NOMIKOS (LONDON) LTD	Contract with NOMIKOS (LONDON) LTD

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Customers

Item	Debtor	Contract Counterparty	Contract Description
2570	Speedcast Cyprus Ltd.	NOMIKOS A.M TRANSWORLD MARITIME AGENCIES	Contract with NOMIKOS A.M TRANSWORLD MARITIME AGENCIES
2571	Evolution Communications Group Limited	Nordic IT Marine Communication e Kfm	Extract from commercial register of the District Court of Hamburg regarding sole trader known as Nordic IT Marine Communication, seems to be relevant to proving identity or change of address of a counterparty to some other document
2572	Telaurs Communications LLC	Nordic IT Marine Communications	Sales Agency Agreement, provides Agent with the right to sell Debtor's products.
2573	Evolution Communications Group Limited	Nordic IT Marine Communications	Sub - Distribution Agreement
2574	Globecomm Europe B.V.	Nordic Seatrade C.V	Order for Telecommunication Services - 256/1280 Kbps MIR, CR 1:8, Regional iDirect, 1 x DiD - Netherlands, and VoIP
2575	SpeedCast Australia Pty Limited	NORFOLK ISLAND REGIONAL COUNCIL ABN 60 103 855 713	Contract for New 4G LTE Mobile System & Fixed Network Upgrade services
2576	SpeedCast Australia Pty Limited	Normand Sapura Pty Ltd	Service agreement - service order
2577	SpeedCast Australia Pty Limited	Normand Sapura Pty Ltd	Service agreement - service order for satellite, teleport and internet backbone services.
2578	SpeedCast Australia Pty Limited	Normand Sapura Pty Ltd	Service agreement - service order for satellite, teleport and internet services.
2579	Speedcast Cyprus Ltd.	NORNA SHIPPING CORP SAE	Contract with NORNA SHIPPING CORP SAE
2580	CapRock Comunicações do Brasil Ltda.	Norskan Offshore Limitada	Equipment Rental.
2581	SpeedCast Netherlands B.V.	North Asia Shipping Co Limited	Service Order
2582	SpeedCast Communications, Inc.	North Slope Borough	Communications Service Proposal, Invoice and Notice to Proceed
2583	SpeedCast Australia Pty Limited	Northern Territory Department of Tourism, Sport & Culture - Normal Greenfield-A/Chief District Ranger. NT Parks & Wildlife	Quotation proposal for the supply of satellite equipment.
2584	SpeedCast Australia Pty Limited	Northern Territory Government, Contract and Procurement Services	Notice of Amendment No. 1
2585	SpeedCast Limited	Northern Territory Government, Department of Education (DoE)	Quotation
2586	SpeedCast Australia Pty Limited	Northern Territory Government, Parks & Wildlife	Quotation proposal for the supply of satellite equipment.
2587	SpeedCast Australia Pty Limited	Northern Territory Government-Dept of Health (DoH)	Quotation for the Supply of satellite equipment.
2588	Speedcast Cyprus Ltd.	NORTHSTAR MARITIME SA	Contract with NORTHSTAR MARITIME SA
2589	Telaurs Communications LLC	NSC Shipping GmbH & Cie. KG	Contract with NSC Shipping GmbH & Cie. KG
2590	SpeedCast Australia Pty Limited	NSW Department of Education	Change order
2591	SpeedCast Limited	NSW Department of Education	Quotation
2592	SpeedCast Australia Pty Limited	Nsw Police Force	Application for service activation of Inmarsat Fleet One terminal
2593	SpeedCast Australia Pty Limited	NSW Police Force	Application for service activation.
2594	SpeedCast Limited	NSW SES	Quotation for satellite services.
2595	SpeedCast Limited	NSW SES	Quotation for telecommunication services.
2596	SpeedCast Limited	NSW SES	Quotation for telecommunication services.

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Customers

Item	Debtor	Contract Counterparty	Contract Description
2597	SpeedCast Limited	NSW SES	Quotation for telecommunication services.
2598	SpeedCast Australia Pty Limited	NSW State Emergency Service	Purchase order for satellite services.
2599	SpeedCast Australia Pty Limited	NSW State Emergency Service	Purchase order for satellite services.
2600	SpeedCast Australia Pty Limited	NSW State Emergency Service	Purchase order for satellite services.
2601	SpeedCast Australia Pty Limited	NSW State Emergency Service (88 712 649 015)	Master Services Agreement for Satellite Services and Equipment Rental
2602	SpeedCast Australia Pty Limited	NSW State Emergency Services	Application form for satellite services.
2603	SpeedCast Australia Pty Limited	NSW State Emergency Services	Application form for satellite services.
2604	SpeedCast Australia Pty Limited	NSW State Emergency Services (ABN 88712649015)	Application form for internet equipment and Addendum to Services agreement
2605	SpeedCast Australia Pty Limited	NSW State Emergency Services (ABN 88712649015)	Application form for satellite services and Addendum to Services agreement.
2606	SpeedCast Australia Pty Limited	NT Police	Quotation for the supply of satellite equipment
2607	SpeedCast Australia Pty Limited	NT Police Fire & Emergency Services (PFES)	quotation for the supply of satellite equipment
2608	SpeedCast Limited	NT Power & Water	Quotation
2609	SpeedCast Australia Pty Limited	NTG-Dept of Health	Quotation for the supply of satellite equipment
2610	SpeedCast Australia Pty Limited	ObAnggen School Bokondini	service order for an upgrade.
2611	Telaurus Communications LLC	Ocean Aegean Shipping	Contract with Ocean Aegean Shipping
2612	Speedcast Cyprus Ltd.	OCEAN FREIGHTERS LTD	Contract with OCEAN FREIGHTERS LTD
2613	Speedcast Cyprus Ltd.	OCEAN MARINE TANKERS LTD	Contract with OCEAN MARINE TANKERS LTD
2614	Speedcast Cyprus Ltd.	OCEAN RESEARCH GROUP	Contract with OCEAN RESEARCH GROUP
2615	SpeedCast Norway AS	Ocean Rig	Form of Variation Order
2616	SpeedCast Norway AS	Ocean Rig	Form of Variation Order issued pursuant to a contract dated 1 March 2012 between Harris Norge AS and Ocean Rig regarding the provision of Global IT Infrastructure Services.
2617	SpeedCast Norway AS	Ocean Rig	Variation order pursuant to a contract in relation to Global IT Infrastructure Services
2618	SpeedCast Norway AS	Ocean Rig AS	Master Remote Connectivity Services Agreement
2619	Speedcast Cyprus Ltd.	OCEAN SUMMIT SHIPPING SA	Contract with OCEAN SUMMIT SHIPPING SA
2620	Speedcast Cyprus Ltd.	OCEANBULK MARITIME SA	Contract with OCEANBULK MARITIME SA
2621	SpeedCast Communications, Inc.	Oceaneering International, Inc	Schedule No.21 to Master Services Agreement dated May 12, 2004 (CPRK-2004-133).
2622	SpeedCast Communications, Inc.	Oceaneering International, Inc	Amended and Restated Schedule No.22 to Master Services Agreement dated May 12, 2004 (CPRK-2004-133).
2623	SpeedCast Communications, Inc.	Oceaneering International, Inc	Master Agreement whereby Oceaneering International, Inc is to perform certain services and provide certain equipment/product to Harris CapRock and its affiliates and subsidiaries.
2624	SpeedCast Communications, Inc.	Oceaneering International, Inc	Amended and Restated Schedule No.13 to Master Services Agreement dated May 12, 2004 (CPRK-2004-133)

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Customers

Item	Debtor	Contract Counterparty	Contract Description
2625	SpeedCast Communications, Inc.	Oceaneering International, Inc	Amended and Restated Schedule No.14 to Master Services Agreement dated May 12, 2004 (CPRK-2004-133).
2626	SpeedCast Communications, Inc.	Oceaneering International, Inc	Amended and Restated Schedule No.15 to Master Services Agreement dated May 12, 2004 (CPRK-2004-133).
2627	SpeedCast Communications, Inc.	Oceaneering International, Inc	Schedule No.10 to Master Services Agreement dated May 12, 2004 (CPRK-2004-133).
2628	SpeedCast Communications, Inc.	Oceaneering International, Inc	Schedule No.11 to Master Services Agreement dated May 12, 2004 (CPRK-2004-133).
2629	SpeedCast Communications, Inc.	Oceaneering International, Inc	Schedule No.13 to Master Services Agreement dated May 12, 2004 (CPRK-2004-133)
2630	SpeedCast Communications, Inc.	Oceaneering International, Inc	Schedule No.14 to Master Services Agreement dated May 12, 2004 (CPRK-2004-133).
2631	SpeedCast Communications, Inc.	Oceaneering International, Inc	Schedule No.15 to Master Services Agreement dated May 12, 2004 (CPRK-2004-133)
2632	SpeedCast Communications, Inc.	Oceaneering International, Inc	Schedule No.16 to Master Services Agreement dated May 12, 2004 (CPRK-2004-133)
2633	SpeedCast Communications, Inc.	Oceaneering International, Inc	Schedule No.17 to Master Services Agreement dated May 12, 2004 (CPRK-2004-133)
2634	SpeedCast Communications, Inc.	Oceaneering International, Inc	Schedule No.9 to an existing Master Services Agreement.
2635	SpeedCast Communications, Inc.	Oceaneering International, Inc.	Schedule No.007 to an existing Agreement.
2636	SpeedCast Communications, Inc.	Oceaneering International, Inc.	Schedule No.027 to the Master Services Agreement
2637	SpeedCast Communications, Inc.	Oceaneering International, Inc.	Schedule No.028 to the Master Services Agreement.
2638	SpeedCast Communications, Inc.	Oceaneering International, Inc.	Schedule No.33 to the Master Services Agreement.
2639	SpeedCast Communications, Inc.	Oceaneering International, Inc.	Schedule No.023 to the Master Services Agreement.
2640	SpeedCast Communications, Inc.	Oceaneering International, Inc.	Schedule No.030 to the Master Services Agreement.
2641	SpeedCast Communications, Inc.	Oceaneering International, Inc.	Schedule No.031 to the Master Services Agreement.
2642	SpeedCast Communications, Inc.	Oceaneering International, Inc.	Amendment No.1 to Supplement No.5.
2643	SpeedCast Communications, Inc.	Oceaneering International, Inc.	Amendment No.1 to Supplement No.6.
2644	SpeedCast Communications, Inc.	Oceaneering International, Inc.	Supplement No.6 to an existing Agreement.
2645	Globecomm Europe B.V.	Oceanic Seatrade C.V.	Order for Telecommunication Services - 256/1280 Kbps, CR 1: 8, iDirect Regional Services, and VoIP services
2646	Telaurus Communications LLC	Oceanlink Engineering	Contract with Oceanlink Engineering
2647	Speedcast Cyprus Ltd.	OCEANOS N. E. P. A	Contract with OCEANOS N.E.I.L.A
2648	Caprock Comunicações do Brasil Ltda.	Oceanpact	VSAT
2649	Speedcast Cyprus Ltd.	OCEANPRIZE LIMITED	Contract with OCEANPRIZE LIMITED
2650	Speedcast Cyprus Ltd.	OCEANSTAR MANAGEMENT INC INTERNATIONAL	Contract with OCEANSTAR MANAGEMENT INC INTERNATIONAL
2651	SpeedCast Netherlands B.V.	OceanWeb Ltd	Service Order
2652	Speedcast Cyprus Ltd.	OCEDA SA	Contract with OCEDA SA

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Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
2653	Caprock Comunicações do Brasil Ltda.	Odebrecht	Asymmetric Satellite service, backhaul circuit.
2654	Caprock Comunicações do Brasil Ltda.	Odebrecht	Communication services
2655	Caprock Comunicações do Brasil Ltda.	Odebrecht	Satellite communication
2656	Caprock Comunicações do Brasil Ltda.	Odebrecht	Not Found
2657	SpeedCast Norway AS	ODFJELL DRILLING	Service Order
2658	SpeedCast Norway AS	Odfjell Drilling AS	Framework Agreement for the provision of Offshore Communication Services
2659	SpeedCast Norway AS	Odfjell Drilling AS	Master Services Agreement between the Debtor and Counterparty
2660	SpeedCast Norway AS	Odfjell Global Business Services AS	Purchase order.
2661	SpeedCast Australia Pty Limited	ODG PNG Limited	Notice of Cancellation of service
2662	Speedcast Cyprus Ltd.	Oikos Maritime Inc.	Contract with Oikos Maritime Inc.
2663	Evolution Communications Group Limited	Oilreach Ltd	Sub-distribution Agreement
2664	SpeedCast Australia Pty Limited	OK Tedi Mining Limited (ABN 46 010 780 677)	Onsite Services Agreement
2665	Speedcast Cyprus Ltd.	OLIVE SHIPMANAGEMENT INC	Contract with OLIVE SHIPMANAGEMENT INC
2666	CapRock Comunicações do Brasil Ltda.	Oliveira Energia S.A.	Satellite Communication and Equipment Rental Services
2667	SpeedCast Australia Pty Limited	ONATI SAS	Letter informing of counterparty's corporate restructure and seeking consent for assignment of Bilateral call termination agreement dated 1 July 2012.
2668	Speedcast Cyprus Ltd.	ONIRO KRIZINNG N. E. P. A	Contract with ONEIRO KPOYZIN'K N.E.II.A
2669	Caprock Comunicações do Brasil Ltda.	OOG-TKP	Communication Service
2670	SpeedCast Australia Pty Limited	Operation Food For Life	Service Order
2671	SpeedCast Australia Pty Limited	OPT (Office des Postes et Telecommunications)	Contract for Internet Service
2672	SpeedCast Australia Pty Limited	OPT (Office des Postes et Telecommunications)	Contract for Internet Services (n.80/2020)
2673	SpeedCast Australia Pty Limited	OPT (Office des Postes et Telecommunications)	Service Order and Invoice
2674	SpeedCast Australia Pty Limited	OPT (Office des Postes et Telecommunications)	Service Order for Internet service
2675	SpeedCast Australia Pty Limited	OPT (Office des Postes et Telecommunications)	Service Order N. 45508 and Invoice
2676	SpeedCast Australia Pty Limited	OPT (Office des Postes et Telecommunications)	Order service N. D/20-S40
2677	Speedcast Cyprus Ltd.	OPTASIA CRUISING LTD GREEK BRANCH	Contract with OPTASIA CRUISING LTD GREEK BRANCH
2678	SpeedCast Norway AS	Option AS - 434712	Purchase order for services
2679	SpeedCast Australia Pty Limited	Orange Wallis and Futuna	Amendment to Service Agreement
2680	Speedcast Cyprus Ltd.	ORDER SHIPPING CO LTD	Contract with ORDER SHIPPING CO LTD
2681	Hermes Datacommunications International Limited	Oriental Energy Resources Limited	Amendment No 1 to Contract for the Supply of VSAT Services dated 20170201
2682	Hermes Datacommunications International Limited	Oriental Energy Resources Limited	Contract for the Supply of Services
2683	SpeedCast Singapore Pte. Ltd.	Orion Oil & Shipping Ltd	Proposal CUM Contract- MSS Services

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Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
2684	SpeedCast Singapore Pte. Ltd.	Orion Oil & Shipping Ltd	SpeedMail+ order form
2685	Speedcast Cyprus Ltd.	Oskar Wehr KG GmbH & Co.	Contract with Oskar Wehr KG GmbH & Co.
2686	CapRock UK Limited	OSM Maritime Group	Spreadsheet collecting information to make a contract
2687	CapRock UK Limited	OSM Maritime Group	Spreadsheet to collect information to set up a contract
2688	Speedcast Cyprus Ltd.	OSPREY TECHNICAL CONSULTING LTD	Contract with OSPREY TECHNICAL CONSULTING LTD
2689	SpeedCast Norway AS	Ostensjo Rederi	Communications Service Proposal for Edda Accommodation fleet broadband airtime
2690	Telaurus Communications LLC	OTESAT Maritel	Contract with OTESAT Maritel
2691	SpeedCast Communications, Inc.	Otto Candies , LLC	Master Services Agreement
2692	SpeedCast Communications, Inc.	Otto Candies , LLC	Schedule to Master Services Agreement dated 1 July 2009 for provision of Service and Equipment
2693	SpeedCast Communications, Inc.	Otto Candies , LLC	Schedule to Master Services Agreement dated 1 July 2009 for provision of Services and Equipment
2694	SpeedCast Communications, Inc.	Otto Candies , LLC	Schedule to Master Services Agreement dated 1 July 2009 for the provision of Services and Equipmen
2695	SpeedCast Communications, Inc.	Otto Candies , LLC	Schedule to Master Services Agreement dated 1 July 2009 for the provision of Services and Equipment
2696	SpeedCast Communications, Inc.	Otto Candies , LLC	Amendment to Master Services Agreement dated 1 July 2009 - inclusion of Local Calls
2697	SpeedCast Australia Pty Limited	Outotec Pty Ltd (ABN 74 003 491 165)	New Customer Form (Completed)
2698	Speedcast Cyprus Ltd.	OVERSEAS MARINE ENTERPRISES INC	Contract with OVERSEAS MARINE ENTERPRISES INC
2699	Speedcast Cyprus Ltd.	Overseas Petroleum & Shipping LLC	Contract with Overseas Petroleum & Shipping LLC
2700	Speedcast Canada Limited	Ovintiv Canada ULC	Purchase Order 19-017 Revision No 2
2701	Speedcast Cyprus Ltd.	OXYGEN MARITIME MANAGEMENT INC	Contract with OXYGEN MARITIME MANAGEMENT INC
2702	Telaurus Communications LLC	Pacific Dawn	Contract with Pacific Dawn
2703	SpeedCast Communications, Inc.	Pacific Drilling Services Inc.	Master Services Agreement.
2704	SpeedCast Australia Pty Limited	Pacific Helicopters	Service order to renew satellite services.
2705	SpeedCast Australia Pty Limited	Pacific IP Services SARL	Agreement for Telephony Termination Services
2706	Speedcast Cyprus Ltd.	PACIFIC MERCHANT COMPANY (PMC) CORP.	Contract with PACIFIC MERCHANT COMPANY (PMC) CORP.
2707	SpeedCast Australia Pty Limited	Pactel International Pty Ltd	Service Agreement - Service Order for backbone services and connectivity
2708	SpeedCast Australia Pty Limited	Paladin Solutions PNG Ltd	Service order for an upgrade. Service term appears to read month to month.
2709	SpeedCast Australia Pty Limited	Paladin Solutions PNG Ltd (Company Registration No 1-75002)	Master Services Agreement.
2710	SpeedCast Australia Pty Limited	Paladin Solutions PNG Ltd (Company Registration No 1-75002)	Master Services Agreement.

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Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
2711	SpeedCast Australia Pty Limited	Palau National Communications Corporation	The document is a service order form for maintenance services to be delivered by SpeedCast Australia Pty Ltd to Palau National Communications Corporation in respect of the managed network.
2712	SpeedCast Australia Pty Limited	Palau National Communications Corporation	This is the cover page of a master services agreement between SpeedCast Australia Pty Ltd and Palau National Communications Corporation, in terms of which SpeedCast shall provide services to Palau.
2713	SpeedCast Limited	Pan Marine Intl Inc - Egypt	Purchase Order of Global KU
2714	NewCom International, Inc.	Pan Ocean Oil Company	Service Agreement for iDirect Satellite Services over T11N Evolution Ku-band including internet access, teleport facilities and space segment from Newcom Miami Teleport to Nigeria earth station
2715	SpeedCast Australia Pty Limited	Panasonic Avionics Corporation	contract is a variation to the existing Satellite Bandwidth Service Agreement.
2716	SpeedCast Australia Pty Limited	Panasonic Avionics Corporation	contract is a variation to the existing Satellite Bandwidth and Teleport Service Agreement between the parties
2717	SpeedCast Australia Pty Limited	Panasonic Avionics Corporation	Contract is for the supply of a satellite bandwidth service. The contract contains four schedules which stipulate different terms. Schedule 2 term is 20 months, schedule 3 is 36 months. Schedule 4 contains performance requirements.
2718	SpeedCast Australia Pty Limited	Panasonic Avionics Corporation	contract is a variation to the existing Satellite Bandwidth Service Agreement.
2719	SpeedCast Australia Pty Limited	Panasonic Avionics Corporation	contract is a purchase order for the delivery of capacity from April 2016 to September 2017.
2720	SpeedCast Australia Pty Limited	Panasonic Avionics Corporation	contract is a purchase order for the delivery of capacity variation from April 2016 to September 2017.
2721	SpeedCast Australia Pty Limited	Panasonic Avionics Corporation	contract is a purchase order for the delivery of gateway 50Mbps variation from April 2016 to September 2016.
2722	SpeedCast Australia Pty Limited	Panasonic Avionics Corporation	Contract is a purchase order for the delivery of goods relating to the Ground Network from November 2018 to October 2019.
2723	SpeedCast Australia Pty Limited	Panasonic Avionics Corporation	contract is a purchase order for the delivery of monitoring services from December 2018 to September 2019.
2724	SpeedCast Australia Pty Limited	Panasonic Avionics Corporation	contract is a purchase order for the delivery of the Adelaide Uplink 17.8MHz
2725	SpeedCast Australia Pty Limited	Panasonic Avionics Corporation	purchase order is for the delivery of the Speedcast Capacity Variation from April 2016 to September 2017.
2726	SpeedCast Australia Pty Limited	Panasonic Avionics Corporation	Service order for activation services.
2727	SpeedCast Australia Pty Limited	Panasonic Avionics Corporation	Contract is a service agreement for the supply of teleport and internet backbone services.
2728	SpeedCast Australia Pty Limited	PanAust Limited	Service Order for Satellite Bandwidth services.
2729	Speedcast Cyprus Ltd.	Panthalassa Maritime Corporation	Contract with Panthalassa Maritime Corporation
2730	Speedcast Cyprus Ltd.	PANTOKRATOR MARITIME COMPANY	Contract with PANTOKRATOR MARITIME COMPANY
2731	SpeedCast Australia Pty Limited	Papua New Guinea National Fisheries Authority	Master Services Agreement to provide services and/or equipment

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Item	Debtor	Contract Counterparty	Contract Description
2732	SpeedCast Australia Pty Limited	Papua New Guinea National Fisheries Authority	Speedcast Standard Terms and Conditions
2733	Evolution Communications Group Limited	Paradigm Communication Systems Ltd	Purchase order for bandwidth allocation.
2734	Speedcast Cyprus Ltd.	PARADISE GLOBAL SHIPPING AND FUEL SUPPLY LLC	Contract with PARADISE GLOBAL SHIPPING AND FUEL SUPPLY LLC
2735	SpeedCast Australia Pty Limited	Paul Cash	Application for Service Activation
2736	Telaurus Communications LLC	Pearl Naval Denizcilik	Contract with Pearl Naval Denizcilik
2737	SpeedCast France SAS	Perenco	Proposal for VSAT equipment and services for Energy Endeavor Jackup Rig in North Sea
2738	SpeedCast France SAS	Perenco Congo SA	Service order Confirmation and Invoice
2739	SpeedCast France SAS	Perenco Oil and Gas Gabon	Service order and Invoice
2740	SpeedCast France SAS	Perenco Rep S.A.R.L.	Service Order
2741	CapRock UK Limited	Perenco UK Limited	Service Order for bandwidth and maintenance services. Company standard Terms and Conditions for the supply of goods and services attached. Notice regarding customs and changes on material shipment.
2742	CapRock UK Limited	Perenco UK Ltd	Communications Service Proposal for the extension of satellite services.
2743	Speedcast Cyprus Ltd.	PERLITE BULK MARITIME COMPANY	Contract with PERLITE BULK MARITIME COMPANY
2744	Speedcast Cyprus Ltd.	PEROSEA SHIPPING CO SA	Contract with PEROSEA SHIPPING CO SA
2745	Speedcast Cyprus Ltd.	PERTANKO MANAGEMENT SA	Contract with PERTANKO MANAGEMENT SA
2746	Speedcast Cyprus Ltd.	PETER DOHLE Schiffahrts-KG	Contract with PETER DÖHLE Schiffahrts-KG
2747	SpeedCast France SAS	PETITES OPERATIONS MINIERES	Subscription for network services
2748	Speedcast Cyprus Ltd.	PETRA INTERNATIONAL LTD	Contract with PETRA INTERNATIONAL LTD
2749	Caprock Comunicações do Brasil Ltda.	Petrobras	Locação de Aparelhos Satelitais
2750	Speedcast Cyprus Ltd.	PETROCHEM GENERAL MANAGEMENT S.A.	Contract with PETROCHEM GENERAL MANAGEMENT S.A.
2751	CapRock UK Limited	Petrofac - Well Engineering	Call Off
2752	CapRock UK Limited	Petrofac Facilities Management Ltd	Communications Service Proposal (No. 18-009962)
2753	CapRock UK Limited	Petrofac Facilities Management Ltd (PFML)	Response to Petrofac For North Sea Comms
2754	SpeedCast France SAS	Petrofor Limited	Service Order
2755	SpeedCast France SAS	Petrofor limited	Service Order for Satellite Service and Hardware Rental and Invoice
2756	SpeedCast Communications, Inc.	Petroleum Helicopters, Inc.	Service Order
2757	CapRock Comunicações do Brasil Ltda.	PetroRio	Frade Renewal (Third Amendment)
2758	Speedcast Cyprus Ltd.	PHOENIX SHIPPING & TRADING S.A.	Contract with PHOENIX SHIPPING & TRADING S.A.
2759	NewCom International, Inc.	Phonett INC	SCHEDULE NO. 00002 To Master Services Agreement between Phonett INC and Speedcast
2760	SpeedCast Australia Pty Limited	Pintech	Master Service Agreement (MSA) for the provision of services and equipment.

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Customers

Item	Debtor	Contract Counterparty	Contract Description
2761	SpeedCast Australia Pty Limited	Pitcairn Island Office	Master Services Agreement for services/equipment.
2762	SpeedCast Australia Pty Limited	Pitcairn Island Office	Letter requesting a description of a product relating to a contract renewal.
2763	SpeedCast Australia Pty Limited	Pitcairn Island Office	Quotation for Equipment and Installation Support
2764	SpeedCast Australia Pty Limited	Pitcairn Island Office	Service order for activation services.
2765	SpeedCast Australia Pty Limited	Pitcairn Island Office	Master Services Agreement for services/equipment.
2766	Speedcast Cyprus Ltd.	PL SHIPPING CO	Contract with PL SHIPPING CO
2767	SpeedCast Singapore Pte. Ltd.	Plus Media Networks Asia Pte Ltd	Service Order
2768	SpeedCast Australia Pty Limited	PNG Air	Service Order Form: TR 254 for Bandwidth Plan
2769	SpeedCast Australia Pty Limited	PNG Air	Master Services Agreement front page
2770	SpeedCast Australia Pty Limited	PNG Air	Service Order for bandwidth upgrade
2771	SpeedCast Australia Pty Limited	PNG Air	Service Order No: ST0290 for bandwidth plan upgrade
2772	SpeedCast Australia Pty Limited	PNG Institute of Medical Research	Service order for satellite services.
2773	SpeedCast Australia Pty Limited	PNG Institute of Medical Research	Service Order for activation services.
2774	Speedcast Cyprus Ltd.	POLFORCE SHIPPING CO SA	Contract with POLFORCE SHIPPING CO. S.A.
2775	Speedcast Cyprus Ltd.	PORTO CAYO MARITIME S.A	Contract with PORTO CAYO MARITIME S.A
2776	Speedcast Cyprus Ltd.	PORTO MAINA MARITIME S.A	Contract with PORTO MAINA MARITIME S.A
2777	Caprock Comunicações do Brasil Ltda.	Poseidon	VSAT Communication
2778	Speedcast Cyprus Ltd.	POWDERMILL NAVIGATION INC	Contract with POWDERMILL NAVIGATION INC
2779	SpeedCast Limited	Power & Water Corporation	Quotation
2780	SpeedCast Australia Pty Limited	Power and Water Corporation (ABN 15 947 352 360)	Purchase Order
2781	Telaurs Communications LLC	Precious Shipping Co. Ltd.	Contract with Precious Shipping Co. Ltd.
2782	Globecom Network Services Corporation	Precious Shipping PCL	Order Form
2783	SpeedCast Singapore Pte. Ltd.	PrecisionInfocomm	Official Quotation
2784	SpeedCast Limited	Premier Oil	Budgetary Proposal for Premier Oil Sealion Singapore Office Connectivity
2785	Hermes Datacommunications International Limited	Premier Oil Exploration and Production Limited	Service Order for SpeedCast to provide Premier Oil, 10Mb Internet Service to Sea Lion Project Office in Singapore.
2786	Speedcast Cyprus Ltd.	PRIME GAS MANAGEMENT INC	Contract with PRIME GAS MANAGEMENT INC
2787	Speedcast Cyprus Ltd.	PRIME INSURANCE COMPANY LTD GREEK BRANCH	Contract with PRIME INSURANCE COMPANY LTD GREEK BRANCH
2788	Speedcast Cyprus Ltd.	PRIME MARINE MANAGEMENT INC	Contract with PRIME MARINE MANAGEMENT INC
2789	Speedcast Cyprus Ltd.	PRIME TANKER MANAGEMENT INC	Contract with PRIME TANKER MANAGEMENT INC
2790	Speedcast Cyprus Ltd.	PRIMEBULK SHIPMANAGEMENT LTD	Contract with PRIMEBULK SHIPMANAGEMENT LTD
2791	Speedcast Cyprus Ltd.	PRIMEROSE SHIPPING CO LTD	Contract with PRIMEROSE SHIPPING CO LTD
2792	NewCom International, Inc.	PRIMESTREAM CORPORATION	Master Services Agreement for Office Space

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Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
2793	Speedcast Cyprus Ltd.	PRIVATSEA YACHTING SA	Contract with PRIVATSEA YACHTING SA
2794	SpeedCast Netherlands B.V.	Probus Maritiem	Service Order for new Regional Shared plan for 24 months, no T&Cs attached
2795	SpeedCast Netherlands B.V.	Probus Maritiem	Service Order for upgrade Regional Shared plan for 1 month
2796	SpeedCast Netherlands B.V.	Probus Maritiem B.V.	Service order for airtime plan
2797	SpeedCast Netherlands B.V.	Probus Maritiem B.V.	Service Order for new Regional Shared plan for 12 months, no T&Cs attached
2798	SpeedCast Netherlands B.V.	Probus Maritiem B.V.	Service Order for Global Coverage plan month to month contract (no term or expiry)
2799	Speedcast Cyprus Ltd.	PRODUCT SHIPPING & TRADING S.A	Contract with PRODUCT SHIPPING & TRADING S.A
2800	CapRock UK Limited	Production Services Network Emirates LLC	Purchase order for IT services
2801	Speedcast Cyprus Ltd.	PROMETHEUS MARITIME LTD	Contract with PROMETHEUS MARITIME LTD
2802	Speedcast Cyprus Ltd.	PROPER IN MANAGEMENT INC	Contract with PROPER IN MANAGEMENT INC
2803	Speedcast Cyprus Ltd.	PROSPERITY BAY SHIPPING CO LTD	Contract with PROSPERITY BAY SHIPPING CO LTD
2804	Speedcast Cyprus Ltd.	PROTANK MANAGEMENT SA	Contract with PROTANK MANAGEMENT SA
2805	Speedcast Cyprus Ltd.	PROTEAS MARINE JLT	Contract with PROTEAS MARINE JLT
2806	SpeedCast Netherlands B.V.	PSV Express VII B.V.	Text documents stating that Project Sites "VOS Star" and "VOS Sugar" are active.
2807	Telaurs Communications LLC	PT Amalgam Indocorpora	Contract with PT Amalgam Indocorpora
2808	SpeedCast Singapore Pte. Ltd.	PT Cipta Pernika Nusantara	Incomplete purchase order form
2809	Telaurs Communications LLC	PT Cipta Pernika Nusantara	Contract with PT Cipta Pernika Nusantara
2810	SpeedCast Communications, Inc.	PT Dowell Anadrill Schlumberger	Local Country Agreement (Indonesia) pursuant to the Master Telecom Services Agreement under which Schlumberger could request and obtain certain satellite telecommunications services.
2811	SpeedCast Communications, Inc.	PT Dowell Anadrill Schlumberger	Local Country Agreement (Indonesia) pursuant to the Master Telecom Services Agreement under which Schlumberger could request and obtain certain satellite telecommunications services.
2812	SpeedCast Communications, Inc.	Pt Geoprolog Intiwijaya	Local Country Agreement (Indonesia) pursuant to the Master Telecom Services Agreement under which Schlumberger could request and obtain certain satellite telecommunications services.
2813	SpeedCast Limited	PT Kuraygeo Service Indonesia	Agreement for the procurement of global satellite telecommunications services.
2814	Globecom Network Services Corporation	PT Media Nusantara Citra Tbk	Contract with PT Media Nusantara Citra Tbk
2815	SpeedCast Communications, Inc.	PT M-I Indonesia	Local Country Agreement (Indonesia) pursuant to the Master Telecom Services Agreement under which Schlumberger could request and obtain certain satellite telecommunications services.
2816	SpeedCast Communications, Inc.	PT M-I Indonesia	Local Country Agreement (Indonesia) pursuant to the Master Telecom Services Agreement under which Schlumberger could request and obtain certain satellite telecommunications services.

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Customers

Item	Debtor	Contract Counterparty	Contract Description
2817	SpeedCast Communications, Inc.	PT M-I Production Chemicals Indonesia	Local Country Agreement (Indonesia) pursuant to the Master Telecom Services Agreement under which Schlumberger could request and obtain certain satellite telecommunications services.
2818	SpeedCast Singapore Pte. Ltd.	PT Mirwan Suwarso Production / PT Mirwan Suwarso Partners	Service Order to support the broadcasting of sports
2819	SpeedCast Communications, Inc.	PT Schlumberger Bhakti Nusantara	Local Country Agreement (Indonesia) pursuant to the Master Telecom Services Agreement under which Schlumberger could request and obtain certain satellite telecommunications services.
2820	SpeedCast Communications, Inc.	PT Schlumberger Geophysics Nusantara	Local Country Agreement (Indonesia) pursuant to the Master Telecom Services Agreement under which Schlumberger could request and obtain certain satellite telecommunications services.
2821	SpeedCast Communications, Inc.	PT Smith Tool Indonesia	Local Country Agreement (Indonesia) pursuant to the Master Telecom Services Agreement under which Schlumberger could request and obtain certain satellite telecommunications services.
2822	SpeedCast Communications, Inc.	PT Welltekindo Nusantara	Local Country Agreement (Indonesia) pursuant to the Master Telecom Services Agreement under which Schlumberger could request and obtain certain satellite telecommunications services.
2823	SpeedCast Communications, Inc.	PT Westerngeco Indonesia	Local Country Agreement (Indonesia) pursuant to the Master Telecom Services Agreement under which Schlumberger could request and obtain certain satellite telecommunications services.
2824	SpeedCast Communications, Inc.	PT Westerngeco Indonesia	Local Country Agreement (Indonesia) pursuant to the Master Telecom Services Agreement under which Schlumberger could request and obtain certain satellite telecommunications services.
2825	SpeedCast Limited	PT. Cipta Pernika Nusantara	Proposal cum contract for SIM card services.
2826	SpeedCast Limited	PT. Mitraniaga Sukses Indonesia	Service order for prepaid satellite credit.
2827	SpeedCast Limited	PT. Mitraniaga Sukses Indonesia	Service order for prepaid satellite credit.
2828	SpeedCast Australia Pty Limited	PTTEP Australasia (Ashmore Cartier) Pty Ltd (ABN 27 004 210 164)	Deed of Novation relating to Contract for Provision of Satellite Services & Maintenance for Montara Venture FPSO, as varied by 3 Contract Variations between PTTEP Australia (Ashmore Cartier) Pty Ltd and the Debtor dated 15 September 2014.
2829	SpeedCast Australia Pty Limited	PTTEP Australasia (Ashmore Cartier) Pty Ltd (ABN 27 004 210 164)	Contract for the provision of satellite services and maintenance for Montara Venture FPSO.
2830	SpeedCast Australia Pty Limited	PTTEP Australasia (Ashmore Cartier) Pty Ltd (ABN 27 004 210 164)	First Variation of Services Contract No. 2014/1063 providing for the provision of satellite services.
2831	SpeedCast Australia Pty Limited	PTTEP Australasia (Ashmore Cartier) Pty Ltd (ABN 27 004 210 164)	Second Variation of Services Contract No. 2014/1063 providing for the provision of satellite services.
2832	SpeedCast Australia Pty Limited	PTTEP Australasia (Ashmore Cartier) Pty Ltd (ABN 27 004 210 164)	Third Variation of Services Contract No. 2014/1063 providing for the provision of satellite services.
2833	Speedcast Cyprus Ltd.	PUBLIC POWER CORPORATION SA	Contract with PUBLIC POWER CORPORATION SA
2834	SpeedCast Australia Pty Limited	Public Safety Business Agency	This is a service order form in terms of which SpeedCast Australia Pty Ltd will provide Public Safety Business Agency with Activation services.

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Customers

Item	Debtor	Contract Counterparty	Contract Description
2835	SpeedCast Australia Pty Limited	Public Safety Business Agency (PSBA)	Service Order
2836	Speedcast Cyprus Ltd.	QUANT MARINE CO.	Contract with QUANT MARINE CO.
2837	Speedcast Cyprus Ltd.	QUEENSWAY NAVIGATION CO. LTD	Contract with QUEENSWAY NAVIGATION CO. LTD
2838	Speedcast Cyprus Ltd.	QUINTANA SHIP MANAGEMENT LTD	Contract with QUINTANA SHIP MANAGEMENT LTD
2839	Globecomm Network Services Corporation	QVC Inc.	Network Service Contract for Broadcast Teleport Services
2840	Globecomm Network Services Corporation	QVC, Inc	Network Service Contract and statement of work
2841	SpeedCast Limited	Rahmah Compania Naviera	Service order for satellite services.
2842	SpeedCast Australia Pty Limited	Raja4Divers	This is a service order form in terms of which Oceanic Boradband Solution Pty Ltd will provide Raja4Divers with certain services.
2843	Evolution Communications Group Limited	Ramson Tade Ou	Invoice for January 2020 billing period for Inmarsat prepay.
2844	Speedcast Cyprus Ltd.	RANGER MARINE S.A	Contract with RANGER MARINE S.A
2845	SpeedCast Limited	Rangkaian ICT	Service order for activation of 2 way telecommunication services
2846	Speedcast Cyprus Ltd.	RAPTOR SHIPMANAGEMENT CO	Contract with RAPTOR SHIPMANAGEMENT CO
2847	Speedcast Cyprus Ltd.	RAREVIND LTD. IPOKATASTIMA ALLODAPIS	Contract with RAREVIND LTD. YΠΟΚΑΤΑΣΤΗΜΑ ΑΛΛΟΔΑΠΗΣ
2848	Globecomm Network Services Corporation	RCN Telecom Services of New York. LP. d/b/a RCN Business Services	Network service contract to deliver services and equipment agreed in attached document (Attachment 1)
2849	SpeedCast Australia Pty Limited	Real Time Logic Inc	Amendment to Service Order 140003183A relating to teleport services.
2850	SpeedCast Australia Pty Limited	Real Time Logic Inc	Service Order for teleport services
2851	SpeedCast Australia Pty Limited	Real Time Logic Inc	Service Order for teleport services.
2852	Globecomm Network Services Corporation	Real Time Logic Inc.	SOW for Co-Location and Downlink Services
2853	SpeedCast Australia Pty Limited	Real Time Logic, INC	Novation Agreement substituting SAT Corporation with Real Time Logic Inc.
2854	SpeedCast Singapore Pte. Ltd.	Real Time Logic, INC	Service Order
2855	Speedcast Cyprus Ltd.	RED SEA MANAGEMENT INTERNATIONAL LTD	Contract with RED SEA MANAGEMENT INTERNATIONAL LTD
2856	SpeedCast Limited	Redtone Engineering & Network Services Sdn Bhd	Activation Service Order
2857	SpeedCast Limited	Redtone Engineering & Network Services Sdn Bhd	Activation Service Order for AVSAT Cellular Blackhaul.
2858	Telaurs Communications LLC	Reederei Heinz Corleis	Contract with Reederei Heinz Corleis
2859	Telaurs Communications LLC	Reederei Stefan Patjens GmbH & Co. KG	Contract with Reederei Stefan Patjens GmbH & Co. KG
2860	NewCom International, Inc.	Reflex Technology	Amendment to service agreement
2861	SpeedCast Limited	Reformed Churches Bible College	Service Order Form
2862	Globecomm Europe B.V.	Reimerswaal Dredging	Service order for bandwidth capability, hardware and airtime.
2863	SpeedCast Netherlands B.V.	Reimerswaal Dredging	Email discussion around costs for service.
2864	Speedcast Cyprus Ltd.	REK NAV MANAGEMENT CO LTD	Contract with REK NAV MANAGEMENT CO LTD

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Customers

Item	Debtor	Contract Counterparty	Contract Description
2865	CapRock UK Limited	Repsol Sinopec Resources UK Limited	Service Order for CapRock to provide 10Mb data circuit to Repsol.
2866	CapRock UK Limited	Repsol Sinopec Resources UK Limited	Amendment to the Contract No TLM 6675.
2867	Speedcast Cyprus Ltd.	RESOLUTE SHIPPING & TRADING S.A.	Contract with RESOLUTE SHIPPING & TRADING S.A.
2868	SpeedCast Netherlands B.V.	Rethymnis & Kulikundis Ltd	Master Services Agreement
2869	SpeedCast Netherlands B.V.	Rethymnis & Kulikundis Ltd	Service Order for bandwidth capability, hardware and airtime.
2870	SpeedCast Netherlands B.V.	Rethymnis & Kulikundis Ltd	Service Order for bandwidth, hardware and airtime.
2871	SpeedCast Singapore Pte. Ltd.	Rheinmetall Communication and Simulation Technology Pte Ltd	Purchase Order from Rheinmetall Communication and Simulation Technology Pte Ltd to Speedcast Singapore Pte Ltd
2872	SpeedCast Singapore Pte. Ltd.	Rheinmetall Communication and Simulation Technology Pte Ltd	Contract between Speedcast Singapore Pte Ltd and Rheinmetall Communication and Simulation Technology Pte Ltd for the delivery of satellite signal
2873	SpeedCast Australia Pty Limited	Rhodes PNG	This is a service order form delivered by Oceanic Broadband Solutions Pty Ltd to Rhodes PNG, whereby Oceanic provides activation services to Rhodes.
2874	SpeedCast Australia Pty Limited	Rhodes PNG	This is a service order form delivered by Oceanic Broadband Solutions Pty Ltd to Rhodes PNG, whereby Oceanic provides upgrade services to Rhodes.
2875	SpeedCast Australia Pty Limited	Rhodes PNG	The document is a service order form delivered by Oceanic Broadband Solutions Pty Ltd to Rhodes PNG, in terms of which Oceanic will upgrade the bandwidth services being provided to Rhodes.
2876	SpeedCast Australia Pty Limited	Rhodes PNG	This is a service order form delivered by Oceanic Broadband Solutions Pty Ltd to Rhodes PNG, whereby Oceanic provides activation services to Rhodes.
2877	SpeedCast Australia Pty Limited	Rick Hammersla trading as Eisei Consulting (ABN 67 295 747 164)	Consultancy Agreement for Professional Consultancy, Advisory and Business Development Services and a Non Disclosure Agreement
2878	SpeedCast Communications, Inc.	RigNet International, Inc.	Communications service proposal
2879	SpeedCast Communications, Inc.	RigNet International, Inc.	Communications service proposal
2880	SpeedCast Singapore Pte. Ltd.	Rochester Shipping Pte Ltd c/o Sea Consortium Pte Ltd	Quotation
2881	Globecom Network Services Corporation	Rollins Inc	Amendment 1 General Services Agreement
2882	Globecom Network Services Corporation	Rollins, Inc.	General Services Agreement for Tempo Services and Equipment
2883	Globecom Network Services Corporation	Rollins, Inc.	General Services Agreement for Industrial Cloud Services
2884	Globecom Network Services Corporation	Rollins, Inc.	General Services Agreement for Industrial Cloud Services and Supplier Code of Conduct
2885	Telaurs Communications LLC	Ros Maritime Inc	Contract with Ros Maritime Inc
2886	Speedcast Cyprus Ltd.	ROSWELL ARCTIC LLC	Contract with ROSWELL ARCTIC LLC
2887	Speedcast Cyprus Ltd.	ROSWELL TANKERS CORP.	Contract with ROSWELL TANKERS CORP.
2888	SpeedCast Singapore Pte. Ltd.	Rotterdam Air & Sea Freight BV	Shipping confirmation

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Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
2889	SpeedCast Communications, Inc.	ROW Management Ltd	Communications services agreement under which the Debtor is to provide total bandwidth, provisioned with commercial satellite capacity enabling VSAT Service, to the Customer in respect of its Covered Vessels.
2890	SpeedCast Communications, Inc.	ROW Management, Ltd	Amendment No. 1 to Communications Services Agreement.
2891	Maritime Communication Services, Inc.	Royal Caribbean Cruises Ltd.	Agreement for Communication Services.
2892	Maritime Communication Services, Inc.	Royal Caribbean Cruises Ltd.	Amendment No.1 to Agreement for Communication Services.
2893	Maritime Communication Services, Inc.	Royal Caribbean Cruises Ltd.	Amendment No.10 to Agreement for Communication Services.
2894	Maritime Communication Services, Inc.	Royal Caribbean Cruises Ltd.	Amendment No.11 to Agreement for Communication Services.
2895	Maritime Communication Services, Inc.	Royal Caribbean Cruises Ltd.	Amendment No.2 to Agreement for Communication Services.
2896	Maritime Communication Services, Inc.	Royal Caribbean Cruises Ltd.	Amendment No.3 to Agreement for Communication Services.
2897	Maritime Communication Services, Inc.	Royal Caribbean Cruises Ltd.	Amendment No.4 to Agreement for Communication Services (Celebrity Pilot).
2898	Maritime Communication Services, Inc.	Royal Caribbean Cruises Ltd.	Amendment No.5 to Agreement for Communication Services.
2899	Maritime Communication Services, Inc.	Royal Caribbean Cruises Ltd.	Amendment No.6 to Agreement for Communication Services.
2900	Maritime Communication Services, Inc.	Royal Caribbean Cruises Ltd.	Amendment No.7 to Agreement for Communication Services.
2901	Maritime Communication Services, Inc.	Royal Caribbean Cruises Ltd.	Amendment No.8 to Agreement for Communication Services.
2902	Maritime Communication Services, Inc.	Royal Caribbean Cruises Ltd.	Amendment No.9 to Agreement for Communication Services.
2903	Maritime Communication Services, Inc.	Royal Caribbean Cruises Ltd.	Extension No. 3 to the Amendment No.7 to Agreement for Communication Services (Skysea Pilot).
2904	Maritime Communication Services, Inc.	Royal Caribbean Cruises Ltd.	Extension No.1 to the Amendment No.4 to Agreement for Communication Services (Celebrity Pilot).
2905	SpeedCast Australia Pty Limited	Rural Tech Development	Service Order
2906	SpeedCast Australia Pty Limited	Rural Tech Development Limited	Purchase Order
2907	NewCom International, Inc.	S3 Simples Smart Speedy S.A.S	Contract for the provision of satellite telecommunications services allowing the transmission and reception of data, voice, video and transactional operations.
2908	Speedcast Cyprus Ltd.	Sabber Systems Ltd.	Contract with Sabber Systems Ltd.
2909	SpeedCast Netherlands B.V.	Sadie Shipping C.V.	Service Order for Global Coverage Airtime Plan and Hardware
2910	SpeedCast Norway AS	Saipem Norge AS	Work order for maintenance services and line lease payment.
2911	CapRock UK Limited	SAIPEM S.p.A.	Service Contract for Provision of VSAT System Service for SCAS - Operating in Angola

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Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
2912	SpeedCast Norway AS	Saipem S.p.A. (00825790157)	Service Order for telecommunications services incorporating Terms and Conditions. Letter of acceptance attached (not signed).
2913	SpeedCast Australia Pty Limited	Salcom Global	Order Form
2914	Globecomm Europe B.V.	Salesforce.com	Service Order (Billing request, order and SIM activation).
2915	Globecomm Europe B.V.	Salesforce.com	Service Order.
2916	Globecomm Europe B.V.	Salesforce.com	Contract with Salesforce.com
2917	Speedcast Cyprus Ltd.	SALMAR SHIPPING LTD.	Contract with SALMAR SHIPPING LTD.
2918	SpeedCast Australia Pty Limited	SamoaTel	Contract is for the supply of teleport and internet backbone services. A service order is also contained.
2919	SpeedCast Australia Pty Limited	SamoaTel	Contract is for the supply of teleport and internet backbone services. A service order is also contained.
2920	Speedcast Cyprus Ltd.	SAMOS (ISLAND) MARITIME CO LTD	Contract with SAMOS (ISLAND) MARITIME CO LTD
2921	Speedcast Cyprus Ltd.	SAMOTHRACE SHIPPING CORPORATION	Contract with SAMOTHRACE SHIPPING CORPORATION
2922	SpeedCast International Limited	Samsan Enterprise Company	The document is a purchase order delivered by Samsan Enterprise Company to Speecast International Limited, whereby Samsan orders various products/services from SpeedCast.
2923	SpeedCast Limited	Samsan Enterprise Company	This is an order form delivered by SpeedCast Limited to Samsan Enterprise Limited, in terms of which SpeedCast will provide SpeedMail and other services to Samsan.
2924	SpeedCast Singapore Pte. Ltd.	Sandigan Ship Services, Inc.	PROPOSAL CUM CONTRACT—Seacast Ku + MSS Services
2925	SpeedCast Australia Pty Limited	Santos Ltd	Official Proposal Quote (Implementation of POC at camp CB9)
2926	SpeedCast Australia Pty Limited	Santos Ltd (ABN 80 007 550 923)	AMENDED ORDER (Standard Purchase Order 1165590 Revision 1)
2927	Caprock Comunicações do Brasil Ltda.	Sapura	Not Found
2928	SpeedCast Limited	Sapura Nautilus Sdn. Bhd.	Service Order for Broadband Internet activation and provision. Delivery date listed as 2019.10.14.
2929	SpeedCast Limited	Sapura Nautilus Sdn. Bhd.	Purchase Order for services (Internet provision) previously rendered between February 2018 and July 2018 (inclusive). Delivery date is listed as 2019.07.02.
2930	SpeedCast Limited	Sapura Nautilus Sdn. Bhd.	Purchase Order for services (Internet provision) previously rendered between October 2017 and July 2018 (inclusive). Delivery date is listed as 2019.07.02.
2931	SpeedCast France SAS	SAT STE D APPROVISIONNEMENT ET DE TRANSIT	Contract for Internet Subscription
2932	SpeedCast Netherlands B.V.	Satco AS	Service Order
2933	SpeedCast Netherlands B.V.	Satco AS	Service Order
2934	SpeedCast Netherlands B.V.	Satco AS	There are two Service Orders in this document. The second service order was executed on the same date and subject to the same term as the first document.
2935	SpeedCast Netherlands B.V.	Satco Communication AS	Service Order

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Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
2936	SpeedCast Netherlands B.V.	Satco Communication AS	Purchase Order in respect of Project Grinna
2937	SpeedCast Netherlands B.V.	Satco Communications AS	Service Order
2938	Globecomm Network Services Corporation	SATCOM	This document is only 1 page of the full contract (document 1 of this batch)
2939	Globecomm Network Services Corporation	SATCOM	This document is only 1 page of the full contract (document 1 of this batch)
2940	Globecomm Network Services Corporation	SATCOM Digital Networks, LLC	Proposal for VSAT Disaster Recovery Services
2941	Evolution Communications Group Limited	Satcom Direct	Invoice for GON Voice - GSPS and Other
2942	SpeedCast Australia Pty Limited	Satcom Global	Service Order for hardware.
2943	SpeedCast Australia Pty Limited	Satcom Global	Service Order for satellite bandwidth services.
2944	SpeedCast Australia Pty Limited	Satcom Global (ABN 91 163 058 455)	Broadband Internet and VoIP Service Application Form.
2945	SpeedCast Australia Pty Limited	Satcom Global (ABN 91 163 058 455)	Broadband Internet and VoIP Service Application Form. Terms and Conditions attached.
2946	SpeedCast Australia Pty Limited	SatCom Global FZE	Postpaid Voice Service Order Form.
2947	SpeedCast Australia Pty Limited	Satcom Global Ltd (ABN 91 163 058 455)	Broadband Internet and VoIP Service Application Form. Terms and Conditions attached.
2948	SpeedCast Australia Pty Limited	Satcom Global Ltd (ABN 91153058455)	Broadband Internet and VoIP Service - Application Form
2949	Evolution Communications Group Limited	Satcom Systems, Incorporated Agiosat Global Communications	Commercial Airtime Provision: Terms and Conditions; Letter regarding accounts due and in arrears; Novation agreement regarding novation of payment terms.
2950	Evolution Communications Group Limited	Satellite Phone Store	Sub-Distribution Agreement
2951	NewCom International, Inc.	Satphone Colombia S.A.S	Temporary Union constitution contract for the supply of satellite communications services between Satphone Colombia and Speedcast Sucursal Colombia.
2952	Globecomm Europe B.V.	Satservices B.V.	Order form
2953	SpeedCast Australia Pty Limited	SatSol Ltd	Amendment for Service Order Agreement
2954	SpeedCast Australia Pty Limited	SatSol Ltd	Amendment to Service Agreement
2955	SpeedCast Australia Pty Limited	SatSol Ltd	Service order agreement for international capacity of a new backbone service
2956	SpeedCast Australia Pty Limited	Savanna Energy Services ABN 16 140 172 756	Application Form (Broadband Internet and VoIP Service)
2957	SpeedCast Australia Pty Limited	Savanna Energy Services ABN 16 140 172 756	Service Order
2958	SpeedCast Australia Pty Limited	Savanna Energy Services ABN 16 140 172 758	Application Form - Broadband Internet and VoIP Service (Upgrade TCKT #19686)
2959	SpeedCast Australia Pty Limited	Save the Children Australia	Master Services Agreement and Service Order for activation services.
2960	SpeedCast Australia Pty Limited	Save the Children Australia	Presentation of technical solution to Save the Children
2961	SpeedCast Australia Pty Limited	Save the Children Australia	Save the Children draft pacific rollout project plan
2962	SpeedCast Australia Pty Limited	Save the Children Australia	Service Order for an upgrade of total dedicated internet capacity
2963	SpeedCast Australia Pty Limited	Save the Children Australia	Service Order Form for reactivation services.

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Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
2964	SpeedCast France SAS	Save the Children International	Agreement for the Supply of Goods and Services
2965	Caprock Comunicações do Brasil Ltda.	SBM	Satellite Communication
2966	Caprock Comunicações do Brasil Ltda.	SBM (OPM)	Satellite Communication
2967	Speedcast Cyprus Ltd.	SC INNOVATIVE UKRAINE	Contract with SC INNOVATIVE UKRAINE
2968	SpeedCast Netherlands B.V.	SCC SHIPOWNING I AS	Details of who invoices should be issued to.
2969	Telaurus Communications LLC	Schiffahrtgesellschaft Oltmann mbH & Co.	Contract with Schiffahrtgesellschaft Oltmann mbH & Co.
2970	Caprock Comunicações do Brasil Ltda.	SCHLUMBERGER	network
2971	Caprock Comunicações do Brasil Ltda.	SCHLUMBERGER	Not Found
2972	Caprock Comunicações do Brasil Ltda.	SCHLUMBERGER	Satellite Communication
2973	Caprock Comunicações do Brasil Ltda.	SCHLUMBERGER	Stabilized antenna spacetrack model 4012 + M&M
2974	Caprock Comunicações do Brasil Ltda.	SCHLUMBERGER	VSAT
2975	SpeedCast Communications, Inc.	Schlumberger Argentina S.A.	Local Country Agreement (Buenos Aires) pursuant to the Master Telecom Services Agreement under which Schlumberger could request and obtain certain satellite telecommunications services.
2976	SpeedCast Communications, Inc.	Schlumberger Argentina S.A.	Local Country Agreement (Argentina) pursuant to the Master Telecom Services Agreement under which Schlumberger could request and obtain certain satellite telecommunications services.
2977	SpeedCast Communications, Inc.	Schlumberger Argentina S.A.	Master Telecom Service Agreement (MTSA)
2978	SpeedCast Australia Pty Limited	Schlumberger Australia Pty Ltd	Local Country Agreement (Australia) pursuant to the Master Telecom Services Agreement under which Schlumberger could request and obtain certain satellite telecommunications services.
2979	SpeedCast Australia Pty Limited	Schlumberger Australia Pty Ltd	Local Country Agreement
2980	SpeedCast Australia Pty Limited	Schlumberger Australia Pty Ltd	Local Country Agreement
2981	SpeedCast Australia Pty Limited	Schlumberger Australia Pty Ltd.	Master Telecom Service Agreement (MTSA)
2982	SpeedCast Communications, Inc.	Schlumberger Canada Limited	Master Telecom Services Agreement
2983	SpeedCast Communications, Inc.	Schlumberger Canada Limited	Master Telecom Services Agreement - Debtors: Speedcast Communications Inc and Speedcast Canada Limited
2984	SpeedCast Limited	Schlumberger China S.A.	Master Telecom Service Agreement (MTSA)
2985	SpeedCast Limited	Schlumberger China S.A.	Local Country Agreement
2986	SpeedCast Limited	Schlumberger China S.A.	Local Country Agreement (China) pursuant to the Master Telecom Services Agreement under which Schlumberger could request and obtain certain satellite telecommunications services.
2987	SpeedCast Limited	Schlumberger China S.A. (LCA Schlumberger)	Chinese Translation of Agreement between Schlumberger China S.A. ("LCA Schlumberger") and Speedcast Limited dated 1 November 2018
2988	SpeedCast Limited	Schlumberger China SA	Field Service Request for a STA Unit with Skid antenna for REW and SAT - VSAT Rental Managed.

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Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
2989	SpeedCast Limited	Schlumberger China SA	Field service request (request for 2 QD antenna for WS- China)
2990	CapRock UK Limited	Schlumberger Del Peru S.A.	Local Country Agreement entered into the MTSA to request and obtain certain satellite telecommunication services
2991	NewCom International, Inc.	Schlumberger Ecuador S.A.	Local Country Agreement (Ecuador) pursuant to the Master Telecom Services Agreement under which Schlumberger could request and obtain certain satellite telecommunications services.
2992	CapRock UK Limited	Schlumberger Gabon SA	Revised purchase order equipment / services
2993	CapRock UK Limited	Schlumberger GmbH Oilfield Services	Revised Purchase Order
2994	CapRock UK Limited	Schlumberger Information Solutions Limited	Master Telecom Service Agreement (MTSA)
2995	CapRock UK Limited	Schlumberger Information Solutions Limited	Contract with Schlumberger Information Solutions Limited
2996	CapRock UK Limited	Schlumberger Information Solutions Limited	Master Telecom Services Agreement
2997	CapRock UK Limited	Schlumberger Italiana S.p.A.	Purchase Order
2998	CapRock UK Limited	Schlumberger Italiana S.p.A. , Italy	Purchase Order
2999	SpeedCast France SAS	Schlumberger Italiana Spa	Master Services Agreement to obtain certain satellite telecommunication services.
3000	SpeedCast France SAS	Schlumberger Italiana Spa	Master Telecom Service Agreement (MTSA)
3001	CapRock UK Limited	Schlumberger Logelco Inc	Purchase Order
3002	SpeedCast Communications, Inc.	Schlumberger Middle East S.A.	Local Country Agreement (Erbil - Kurdistan) pursuant to the Master Telecom Services Agreement between Schlumberger Oilfield Holdings Limited and Caprock UK Limited
3003	CapRock UK Limited	Schlumberger Middle East S.A. (Branch) -IRAQ	Local Country Agreement to enter into MTSA to obtain satellite telecommunications services
3004	CapRock UK Limited	Schlumberger Nigeria Ltd	Purchase order for satellite services and equipment rental
3005	CapRock UK Limited	Schlumberger Offshore Services Ltd	Purchase order
3006	CapRock UK Limited	Schlumberger Oilfield (UK) PLC	Purchase Order for FSR LA003, 1 month
3007	SpeedCast Limited	Schlumberger Oilfield Holdings Limited	Master Local Country Agreement enabling the future lodgement of Service Requests by LCA Schlumberger Affiliates
3008	SpeedCast Limited	Schlumberger Oilfield Holdings Limited	Amendment
3009	SpeedCast Limited	Schlumberger Oilfield Holdings Limited	Master Telecom Services Agreement
3010	CapRock UK Limited	Schlumberger Oilfield UK PLC	Purchase order for service / bandwidth
3011	CCI Services Corp.	Schlumberger Oman & CO. LLC	Master Telecom Service Agreement (MTSA)
3012	CCI Services Corp.	Schlumberger Oman &Co. LLC	Local Country Agreement entered into the MTSA to request and obtain certain satellite telecommunication services
3013	SpeedCast Communications, Inc.	Schlumberger Omnes Inc.	Amendment to the Satellite service agreement for the provision of remote connectivity services in the North American geography.
3014	CapRock UK Limited	Schlumberger Overseas S.A	Revised Purchase Order.

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Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
3015	CapRock UK Limited	Schlumberger Overseas S.A. (BRANCH) - Qatar	Local Country Agreement entered into the MTSA to request and obtain certain satellite telecommunication services
3016	CapRock UK Limited	Schlumberger Overseas S.A. (BRANCH) - Qatar	Contract with Schlumberger Overseas S.A. (BRANCH) - Qatar
3017	SpeedCast Limited	Schlumberger Pakistan	Master Telecom Service Agreement (MTSA)
3018	SpeedCast Limited	Schlumberger Parkistan (LCA Schlumber)	Local Country Agreement entered into the MTSA to request and obtain certain satellite telecommunication services
3019	CapRock UK Limited	Schlumberger Petroleum Services CV	Purchase order
3020	CapRock UK Limited	Schlumberger Romania S.R.L	Purchase Order
3021	SpeedCast Australia Pty Limited	Schlumberger SEACO Inc (PNG Branch)	Purchase Order
3022	SpeedCast Communications, Inc.	Schlumberger Seaco Inc. (LCA Schlumberger)	Local Country Agreement entered into the MTSA to request and obtain certain satellite telecommunication services
3023	NewCom International, Inc.	Schlumberger Surenco S.A.	Local Country Agreement executed pursuant to the Master Telecom Services Agreement dated November 01, 2018, by and between Schlumberger Informations Solutions Limited and CapRock UK Limited.
3024	NewCom International, Inc.	Schlumberger Surenco, S.A.	Master Telecom Service Agreement (MTSA)
3025	SpeedCast Communications, Inc.	Schlumberger Surenco, SA	Local Country Agreement (Colombia) pursuant to the Master Telecom Services Agreement under which Schlumberger could request and obtain certain satellite telecommunications services.
3026	SpeedCast Communications, Inc.	Schlumberger Technical Services, Inc	Local Country Agreement (Angola) pursuant to the Master Telecom Services Agreement under which Schlumberger could request and obtain certain satellite telecommunications services.
3027	SpeedCast Communications, Inc.	Schlumberger Technical Services, Inc (Branch) - Angola	Local Country Agreement (Angola) pursuant to the Master Telecom Services Agreement under which Schlumberger could request and obtain certain satellite telecommunications services.
3028	SpeedCast Communications, Inc.	Schlumberger Technology Corporation	Master Telecom Services Agreement - Debtors: Speedcast Communications Inc and Speedcast Canada Limited
3029	SpeedCast Communications, Inc.	Schlumberger Technology Corporation	Master Telecom Services Agreement
3030	CapRock UK Limited	Schlumberger Technology Corporation	Contract with Schlumberger Technology Corporation
3031	SpeedCast Communications, Inc.	Schlumberger Technology Corporation	Master Telecom Services Agreement
3032	SpeedCast Communications, Inc.	Schlumberger Technology Corporation	Master Telecom Service Agreement (MTSA)
3033	SpeedCast Communications, Inc.	Schlumberger Technology Corporation	Master Telecom Services Agreement - Debtors: Speedcast Communications Inc and Speedcast Canada Limited
3034	SpeedCast Limited	Schlumberger Technology Corporation	Master Telecom Services Agreement
3035	SpeedCast Communications, Inc.	Schlumberger Technology Corporation	Master Telecom Services Agreement - Debtors: Speedcast Communications Inc and Speedcast Canada Limited
3036	CapRock UK Limited	Schlumberger WTA (M) SDN BHD	Local Country Agreement entered into the MTSA to request and obtain certain satellite telecommunication services
3037	SpeedCast Singapore Pte. Ltd.	Sea Consortium Pte Ltd	Service Order
3038	SpeedCast Singapore Pte. Ltd.	Sea Consortium Pte Ltd	Quotation

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Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
3039	SpeedCast Singapore Pte. Ltd.	SEA Consortium Pte Ltd	Service Billing Notification
3040	SpeedCast Singapore Pte. Ltd.	Sea Consortium Pte Ltd	Service Order
3041	SpeedCast Singapore Pte. Ltd.	Sea Consortium Pte Ltd / X-press Feeders	Contract Proposal
3042	SpeedCast Singapore Pte. Ltd.	Sea Consortium Pte Ltd / X-press Feeders	Speedcast Ku-band VSAT Proposal cum Contract for Xpress Feeders
3043	SpeedCast Singapore Pte. Ltd.	Sea Consortium Pte Ltd / X-press Feeders	Speedcast Ku-band VSAT Quotation for Xpress Feeders
3044	SpeedCast Singapore Pte. Ltd.	Sea Consortium Pte Ltd / X-press Feeders	SpeedcastKu-band VSAT Quotation for Xpress Feeders
3045	Speedcast Cyprus Ltd.	SEA DESTINY SHIPMANAGEMENT INC	Contract with SEA DESTINY SHIPMANAGEMENT INC
3046	Speedcast Cyprus Ltd.	SEA GLOBE MANAGEMENT & TRADING	Contract with SEA GLOBE MANAGEMENT & TRADING
3047	Speedcast Cyprus Ltd.	SEA JETS HIGH SPEED MARITIME COMPANY	Contract with SEA JETS HIGH SPEED MARITIME COMPANY
3048	CapRock UK Limited	Seabird Penguin Offshore Ltd - MO Toucan	Implementation Request Form
3049	CapRock UK Limited	Seabird Penguin Offshore Ltd - MO Toucan	Amendment 02 to Schedule No.0003 to Master Services Agreement between OSM Maritiem Group and Caprock UK Limited Contract dated 18 July 2016
3050	Speedcast Cyprus Ltd.	SEABULK SHIPPING S.A	Contract with SEABULK SHIPPING S.A
3051	SpeedCast Netherlands B.V.	SeaCast Sigma	Service order.
3052	Speedcast Cyprus Ltd.	SEACOM INTERNATIONAL LTD	Contract with SEACOM INTERNATIONAL LTD
3053	Speedcast Cyprus Ltd.	SEACORE SHIPPING & MARINE SERVICES LTD	Contract with SEACORE SHIPPING & MARINE SERVICES LTD
3054	Speedcast Cyprus Ltd.	SEADAR SHIPMANAGEMENT SA	Contract with SEADAR SHIPMANAGEMENT SA
3055	Caprock Comunicações do Brasil Ltda.	Seadrill	3 mbps by 2.5 Mbps
3056	Caprock Comunicações do Brasil Ltda.	Seadrill	Add on circuit
3057	Caprock Comunicações do Brasil Ltda.	Seadrill	VSAT service and Network management on the West Carina whilst operating offshore Brazil
3058	Caprock Comunicações do Brasil Ltda.	Seadrill	Advanced VSAT
3059	CapRock UK Limited	Seadrill	Telecommunications Services Proposal
3060	SpeedCast Norway AS	Seadrill Gemini Ltd	COMMUNICATIONS SERVICE PROPOSAL - Total & BHEG Angola
3061	SpeedCast Norway AS	Seadrill Gemini Ltd	Purchase Order
3062	CapRock UK Limited	Seadrill Gemini Ltd	Purchase Order
3063	CapRock UK Limited	Seadrill Gemini Ltd	Purchase Order
3064	CapRock UK Limited	Seadrill Global Services Ltd	Communications Service Proposal
3065	SpeedCast Norway AS	Seadrill Global Services Ltd (DMCC Branch)	Purchase Order
3066	SpeedCast Norway AS	Seadrill Global Services Ltd.	COMMUNICATIONS SERVICE PROPOSAL
3067	CapRock UK Limited	Seadrill Jupiter Ltd	Communications Service Proposal
3068	CapRock UK Limited	Seadrill Jupiter Ltd	Draft Purchase Order

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Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
3069	CapRock UK Limited	Seadrill Management	Telecommunications Services Proposal
3070	CapRock UK Limited	Seadrill Management	Telecommunications Services Proposal
3071	SpeedCast Norway AS	Seadrill Management AME Ltd	Communications Service Proposal
3072	CapRock UK Limited	Seadrill Management AME Ltd	Purchase Order
3073	CapRock UK Limited	Seadrill Management AS	Telecommunications Services Proposal
3074	CapRock UK Limited	SEADRILL MANAGEMENT LIMITED	MASTER SERVICES AGREEMENT
3075	CapRock UK Limited	Seadrill Management Ltd	Purchase Order
3076	CapRock UK Limited	Seadrill Management Ltd	Schedule No.0001 (Amendment No.2)
3077	SpeedCast Norway AS	Seadrill Northern Operations Ltd - Norway Branch	AMENDED PURCHASE ORDER
3078	SpeedCast Norway AS	Seadrill Northern Operations Ltd - Norway Branch	Purchase Order
3079	SpeedCast Norway AS	Seadrill Northern Operations Ltd - Norway Branch	Purchase Order
3080	SpeedCast Norway AS	Seadrill Norway Operations	TELECOMMUNICATIONS SERVICES PROPOSAL
3081	SpeedCast Norway AS	Seadrill Norway Operations Ltd	AMENDED PURCHASE ORDER
3082	SpeedCast Norway AS	Seadrill Norway Operations Ltd	Purchase Order
3083	SpeedCast Norway AS	Seadrill Norway Operations Ltd	Communications Service Proposal
3084	CapRock UK Limited	Seadrill Norway Operations Ltd	Amended Purchase Order
3085	SpeedCast Norway AS	Seadrill Norway Operations Ltd - Norway branch	COMMUNICATIONS SERVICE PROPOSAL - VSAT service and LTE on board West Phoenix
3086	SpeedCast Norway AS	Seadrill Norway Operations Ltd - Norway branch	COMMUNICATIONS SERVICE PROPOSAL
3087	SpeedCast Norway AS	Seadrill Norway Operations Ltd Norway Branch	COMMUNICATIONS SERVICE PROPOSAL - 4G LTE – Wintershall
3088	SpeedCast Norway AS	Seadrill Norway Operations Ltd Norway Branch	COMMUNICATIONS SERVICE PROPOSAL - mobile device management
3089	SpeedCast Netherlands B.V.	Seadrill Offshore AS	COMMUNICATIONS SERVICE PROPOSAL
3090	SpeedCast Norway AS	Seadrill Offshore AS (Charter in Brazil)	Purchase Order
3091	SpeedCast Netherlands B.V.	Seadrill Offshore AS (Charter in Brazil)	Purchase Order
3092	CapRock UK Limited	Seadrill Partners Malaysia Sdn Bhd	Purchase Order
3093	SpeedCast Norway AS	Seadrill Saturn Ltd	Purchase Order
3094	SpeedCast Norway AS	Seadrill West Hercules	COMMUNICATIONS SERVICE PROPOSAL - Re-initialize Satellite segment
3095	Speedcast Cyprus Ltd.	SEALAND GUAYAQUIL C/O HAMMONIA REEDEREI GMBH CO KG	Contract with SEALAND GUAYAQUIL C/O HAMMONIA REEDEREI GMBH CO KG
3096	Speedcast Cyprus Ltd.	SEALION SHIPPING LIMITED	Contract with SEALION SHIPPING LIMITED
3097	Speedcast Cyprus Ltd.	SEAMASTERS INTERNATIONAL SA	Contract with SEAMASTERS INTERNATIONAL SA
3098	Speedcast Cyprus Ltd.	SEAMAX MARINE INC	Contract with SEAMAX MARINE INC
3099	Speedcast Cyprus Ltd.	SEANERGY MARITIME HOLDINGS CORP.	Contract with SEANERGY MARITIME HOLDINGS CORP.

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Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
3100	SpeedCast Limited	Seasat A/S	Service Order
3101	SpeedCast Netherlands B.V.	Seasat A/S	Service Order
3102	SpeedCast Limited	Seasat A/S	Agreement and Service Order for the procurement of L Band back up services. Details derived from Service Order. Service Order not signed by counterparty.
3103	Speedcast Cyprus Ltd.	SEASPIRE MARITIME INC	Contract with SEASPIRE MARITIME INC
3104	Speedcast Cyprus Ltd.	SEASTAR CHARTERING LTD	Contract with SEASTAR CHARTERING LTD
3105	Speedcast Cyprus Ltd.	SEASTREAM LTD	Contract with SEASTREAM LTD
3106	SpeedCast Norway AS	Seatrans	Communications Service Proposal
3107	SpeedCast Norway AS	Seatrans	Communications Service Proposal
3108	SpeedCast Norway AS	Seatrans	Communications Service Proposal.
3109	Speedcast Cyprus Ltd.	SEATRIBUTE SHIPMANAGEMENT LTD	Contract with SEATRIBUTE SHIPMANAGEMENT LTD
3110	Speedcast Cyprus Ltd.	SEAVEN TANKER INC	Contract with SEAVEN TANKER INC
3111	Speedcast Cyprus Ltd.	SEAWORLD MANAGEMENT &TRADING INC	Contract with SEAWORLD MANAGEMENT &TRADING INC
3112	SpeedCast Communications, Inc.	Secure Cloud	Communications Services Proposal
3113	SpeedCast Limited	Security Systems Ltd	Service Order
3114	Speedcast Cyprus Ltd.	SEKA AE	Contract with ΣΕΚΑ ΑΕ
3115	Speedcast Cyprus Ltd.	SEKAVAR S.A	Contract with SEKAVAR S.A
3116	Globecomm Europe B.V.	Selex Elsag	Master Services Agreement
3117	Globecomm Europe B.V.	Selex Elsag	Dealer Agreement
3118	Globecomm Europe B.V.	Selex ES	Email regarding terms for Globecomm VSAT Services
3119	NewCom International, Inc.	Selvascom S.A.S	Contract for the provision of satellite telecommunications services allowing the transmission and reception of data, voice, video and transactional operations.
3120	SpeedCast Australia Pty Limited	Senex Energy Limited (ACN 008 942 827)	Master services agreement for provision of equipment and services.
3121	SpeedCast Australia Pty Limited	Serco	Service Order for reactivation of Internet services
3122	SpeedCast Australia Pty Limited	Serco Australia Pty Limited ABN 44003677352	Master Services Agreement for the provision of Broadband Internet services and related equipment rental
3123	SpeedCast Australia Pty Limited	Serco Australia Pty Ltd	Service Order for the extension of Satellite bandwidth services
3124	CapRock UK Limited	Services Petroliers Schlumberger	Purchase order
3125	CapRock UK Limited	Services Petroliers Schlumberger	Purchase order
3126	SpeedCast France SAS	SERVING IN MISSION	Contract with SERVING IN MISSION
3127	Speedcast Cyprus Ltd.	SETE YACHT MANAGEMENT S.A.	Contract with SETE YACHT MANAGEMENT S.A.
3128	Speedcast Cyprus Ltd.	SEVCO 5082 LIMITED	Contract with SEVCO 5082 LIMITED

Exhibit E-3

Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
3129	Speedcast Cyprus Ltd.	SEVEN MARITIME COMPANY-EPTA NAITIKI ETAIRIA	Contract with SEVEN MARITIME COMPANY-EIITA NAYTIKH ETAIPEIA
3130	SpeedCast Australia Pty Limited	SGS	Agreement for provision of Broadband Internet and VoIP services
3131	SpeedCast Australia Pty Limited	SGS ABN 44000964278	Agreement for provision of Broadband Internet and VoIP services
3132	SpeedCast Australia Pty Limited	SGS ABN 44000964278	Agreement for the provision of Broadband Internet and VoIP services
3133	SpeedCast Australia Pty Limited	SGS ABN 44000964278	Agreement for the provision of Broadband Internet and VoIP services.
3134	SpeedCast Australia Pty Limited	SGS Australia Pty Ltd	Application for service activation of Inmarsat IsatPhone Pro Terminal
3135	SpeedCast Australia Pty Limited	SGS Australia Pty Ltd	Application for the service activation of Inmarsat isatPhone Pro Terminal
3136	SpeedCast Australia Pty Limited	SGS Australia Pty Ltd	Purchase Order for bandwidth.
3137	SpeedCast Australia Pty Limited	SGS Oil, Gas and Chemicals	Renewal of several contracts
3138	SpeedCast Australia Pty Limited	SGS Oil, Gas and Chemicals	Service Order for the activation and provision of Internet and Phone line services
3139	SpeedCast Australia Pty Limited	SGS Oil, Gas and Chemicals	Service Order for the provision of Broadband Internet services
3140	SpeedCast Australia Pty Limited	SGS Oil, Gas and Chemicals	Service Order for the upgrade of Internet and phone line services
3141	Speedcast Cyprus Ltd.	SHANGHAI COSTAMARE SHIP MANAGEMENT	Contract with SHANGHAI COSTAMARE SHIP MANAGEMENT
3142	SpeedCast Limited	Shanghai Feiqun Electronic Co Ltd	Service Order for hardware.
3143	Caprock Comunicações do Brasil Ltda.	Shell	Communication services
3144	Caprock Comunicações do Brasil Ltda.	Shell	Communication services renewal
3145	Caprock Comunicações do Brasil Ltda.	Shell	Equipment rental
3146	CapRock UK Limited	Shell Information Technology Intl Ltd	Purchase order for certain services.
3147	SpeedCast Communications, Inc.	Shell Offshore Inc.	Master Contract for Telecommunications Services between Shell Offshore Inc. and Harris CapRock Communications, Inc.
3148	SpeedCast Communications, Inc.	Shell Offshore Inc.	Section V - Administrative Procedures of a Harris Caprock Communications Agreement
3149	SpeedCast Communications, Inc.	Shell Offshore Inc.	Amending Agreement for the Contract for Telecommunications Services between Shell Offshore Inc and Harris Caprock Communications Inc
3150	SpeedCast Communications, Inc.	Shell Offshore Inc.	Amending Agreement 37 - Contract for Telecommunications Services between Shell Offshore Inc and Harris Caprock Communications Inc
3151	SpeedCast Communications, Inc.	Shell Offshore Inc.	Contract between Shell Offshore Inc and Harris CapRock Communications, Inc for the provision of services provided to Shelloffshore Inc

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Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
3152	SpeedCast Communications, Inc.	Shell Offshore Inc.	Master Contract for Telecommunications Services between Shell Offshore Inc. and Harris CapRock Communications, Inc.
3153	CapRock UK Limited	Shell UK Limited	Purchase order
3154	CapRock UK Limited	Shell UK Limited	Purchase order for the provision various services.
3155	CapRock UK Limited	Shell UK Limited	Purchase order
3156	CapRock UK Limited	Shell UK Limited	Purchase order for certain 4G LTE services.
3157	CapRock UK Limited	Shell UK Limited	Purchase order for the provision of certain 4G LTE services.
3158	CapRock UK Limited	Shell UK Limited	Purchase order for the provision of certain VSAT services.
3159	CapRock UK Limited	Shell UK Limited	This is a proposal for the provision of 4G LTE and VSAT services.
3160	CapRock UK Limited	Shell UK Limited	This is a proposal for the provision of a 4G LTE service.
3161	CapRock UK Limited	Shell UK Ltd	This is a proposal for the provision of 4G LTE and VSAT services.
3162	CapRock UK Limited	Shell UK Ltd	This is a proposal for the provision of 4G LTE services.
3163	SpeedCast Limited	Shenghui Jiayi Technology C	Service order for airtime plan and hardware
3164	SpeedCast Limited	Shenghui Jiayi Technology C	Service order for hardware
3165	Speedcast Cyprus Ltd.	SHINKA SHIPPING COMPANY SA	Contract with SHINKA SHIPPING COMPANY SA
3166	Speedcast Cyprus Ltd.	SHINYO KIERAN LIMITED	Contract with SHINYO KIERAN LIMITED
3167	Speedcast Cyprus Ltd.	SHINYO SAOWALAK LIMITED	Contract with SHINYO SAOWALAK LIMITED
3168	Speedcast Cyprus Ltd.	SHIP PROCUREMENT SERVICES S.A.	Contract with SHIP PROCUREMENT SERVICES S.A.
3169	SpeedCast Communications, Inc.	Ship Service SA	Purchase order invoice for PSV "Olivia" for Satellite Communication Services.
3170	Speedcast Cyprus Ltd.	SHIPPING & GENERAL LTD	Contract with SHIPPING & GENERAL LTD
3171	SpeedCast Netherlands B.V.	Shipping company Haringvliet C.V.	Service order for airtime plan
3172	SpeedCast Netherlands B.V.	Shipping Company Hoogvliet C.V.	This is a service order for a satellite antenna as well as airtime.
3173	SpeedCast Netherlands B.V.	Shipping company Noordvliet C.V.	Service order for airtime plan
3174	SpeedCast Netherlands B.V.	Shipping Company Zuidvliet C.V.	This is a service order for airtime and connection for an existing antenna.
3175	SpeedCast Netherlands B.V.	Shipping Company Zuidvliet C.V.	This is a service order for an upgrade to a global connection.
3176	Speedcast Cyprus Ltd.	SHIPS ELECTRONIC SERVICES LTD (SES)	Contract with SHIPS ELECTRONIC SERVICES LTD (SES)
3177	SpeedCast Australia Pty Limited	Shire of Christmas Island	Service order speedcast 2-way service, for activation of telecommunication services.
3178	SpeedCast Australia Pty Limited	Shire of Christmas Island	Service order speedcast 2-way service, for telecommunication services.
3179	SpeedCast Netherlands B.V.	Shlpping company Heenvliet C.V.	Service order for airtime plan

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Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
3180	Globecomm Network Services Corporation	Showtime Networks Inc	Amendment Number 1 to Amended and Restated Network Services Contract between Showtime Networks Inc and Globecomm Systems Inc.
3181	Globecomm Network Services Corporation	Showtime Networks Inc	Amendment Number 2 to Amended and Restated Network Services Contract between Showtime Networks Inc and Globecomm Systems Inc.
3182	Globecomm Network Services Corporation	Showtime Networks Inc	Amendment Number 3 to Amended and Restated Network Services Contract between Showtime Networks Inc and Globecomm Systems Inc.
3183	Globecomm Network Services Corporation	Showtime Networks Inc	Amendment Number 4 to Amended and Restated Network Services Contract between Showtime Networks Inc and Globecomm Systems Inc.
3184	Globecomm Network Services Corporation	Showtime Networks Inc.	Amended and Restated Network Services Contract between Globecomm Systems Inc. and Showtime Networks Inc.
3185	Globecomm Network Services Corporation	Showtime Networks Inc.	Amended and Restated Network Services Contract between Globecomm Systems Inc. and Showtime Networks Inc.
3186	Speedcast Cyprus Ltd.	SI TZETS NAITIKI ETAIRIA	Contract with ΣΙ ΤΖΕΤΣ ΝΑΥΤΙΚΗ ΕΤΑΙΡΕΙΑ
3187	Caprock Comunicações do Brasil Ltda.	Siem	Satellite Communication
3188	SpeedCast Netherlands B.V.	Siem Car Carriers	service order.
3189	Speedcast Cyprus Ltd.	Siem Ship Management SP z.o.o	Contract with Siem Ship Management SP z.o.o
3190	SpeedCast Netherlands B.V.	Siem Shipping UK Ltd	Details of who invoices should be issued to.
3191	Speedcast Cyprus Ltd.	Siem Shipping UK Ltd	Contract with Siem Shipping UK Ltd
3192	Speedcast Cyprus Ltd.	SIKINOS SHIPPING CORPORATION	Contract with SIKINOS SHIPPING CORPORATION
3193	SpeedCast Australia Pty Limited	SIL PNG Communication and Technology Services	service order for an upgrade.
3194	SpeedCast Australia Pty Limited	SIL PNG Communication and Technology Services	Service order for activation services.
3195	SpeedCast Australia Pty Limited	SIL PNG Communication and Technology Services	Master Service Agreement and Service Order for activation services.
3196	SpeedCast Australia Pty Limited	SIL PNG Communication and Technology Services	Master Service Agreement and Service Order for activation services.
3197	SpeedCast Limited	Singapore Telecommunication Limited	Addendum to distribution agreement.
3198	SpeedCast Limited	Singapore Telecommunication Limited (199201624D)	Agreement to access and use services in order for those to be supplied to End users
3199	SpeedCast Limited	Singapore Telecommunication Limited (199201624D)	Service request and agreement for Transponder Lease Service.
3200	SpeedCast Limited	Singapore Telecommunication Limited (199201624D)	Services and distribution agreement.
3201	SpeedCast Limited	Singapore Telecommunication Limited (199201624D)	Services distribution agreement.
3202	SpeedCast Singapore Pte. Ltd.	Singapore Turf club	Service Request Form - Activation
3203	SpeedCast Singapore Pte. Ltd.	Singapore Turf Club	contract for the provision of satellite downlink services.
3204	Globecomm Europe B.V.	SIRM	Table of rates marked "SIRM Special 2018 6.1"
3205	Globecomm Europe B.V.	SIRM - Societe taliana Radio Marittima s.p.a.	Equipment Order Form for Refurbished IOP Set - Draft
3206	Globecomm Europe B.V.	SIRM - Societe taliana Radio Marittima s.p.a.	Equipment Order Form for Refurbished IOP set

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Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
3207	Globecomm Europe B.V.	SIRM Italia S.r.l.	Order Form for addition of Cisco IPSLA licence for failover from VSAT to Iridium and 1 Malta DID for VoIP line, related to G3171
3208	Speedcast Cyprus Ltd.	SIRM ITALIA S.r.l.-società a socio unico	Contract with SIRM ITALIA S.r.l. – società a socio unico
3209	Globecomm Europe B.V.	SIRM Societa Italiana Radio Marittima S.P.A.	Order Form (based on proposal dated 29 October 2018) for X7 modem and GiD VSAT plan for 24 months plus renewals
3210	Globecomm Europe B.V.	SIRM Societa Italiana Radio Marittima S.P.A.	Order Form for X7 modem and GiD VSAT plan for 24 months renewing for vessel SIR-M3-118 Syntabbitt
3211	Globecomm Europe B.V.	SIRM Societa Italiana Radio Marittima S.P.A.	Draft unsigned Order Form (based on proposal dated 29 October 2018) for X7 modem and GiD VSAT plan for 24 months plus renewals
3212	Globecomm Europe B.V.	SIRM Societa Italiana Radio Marittima S.P.A.	Order Form for various hardware and VSAT plan for 60 months plus evergreen
3213	Globecomm Europe B.V.	SIRM Societa Italiana Radio Marittima S.p.A.	Order / Consignment Note for Iridium Pilot U Maritime Version 20m
3214	Speedcast Cyprus Ltd.	SIRM SOCIETA ITALIANA RADIO MARITTIMA S.P.A. 12	Contract with SIRM SOCIETA ITALIANA RADIO MARITTIMA S.P.A. 12
3215	Globecomm Europe B.V.	SIRM Societa Italiana Radio Marittima SPA	Service order agreement for an Antenna and subsequent services
3216	Globecomm Europe B.V.	SIRM Societa Italiana Radio Marittima SPA	Purchase order agreement template not completed
3217	Globecomm Europe B.V.	SIRM Societa Italiana Radio Marittima SPA	Email confirming plan activated
3218	Globecomm Europe B.V.	SIRM Societa Italiana Radio Marittima SPA	Purchase order agreement for installation of wireless equipment and services needed for its use
3219	Globecomm Europe B.V.	SIRM Societa Italiana Radio Marittima SPA	Email requesting quotation for service.
3220	Globecomm Europe B.V.	SIRM Societa Italiana Radio Marittima SPA	Draft Equipment and Service Schedule attaching draft Master Services Agreement
3221	Globecomm Europe B.V.	SIRM Societa Italiana Radio Marittima SPA	Equipment and Service Schedule subject to MSA attached.
3222	Globecomm Europe B.V.	SIRM Societa Italiana Radio Marittima SpA	Email requesting quotation for service.
3223	Globecomm Europe B.V.	SIRM UK	Welcoming letter
3224	Globecomm Europe B.V.	SIRM UK	Globecomm Maritime Terms and conditions for contract addendum
3225	Speedcast Cyprus Ltd.	SIRM UK MARINE LTD	Contract with SIRM UK MARINE LTD
3226	Speedcast Cyprus Ltd.	Sirocco Management S.A.	Contract with Sirocco Management S.A.
3227	Telaurs Communications LLC	SK Telink	Contract with SK Telink
3228	Globecomm Europe B.V.	SK Telink Co., Ltd	Annex 1 order form for services and equipment
3229	Globecomm Europe B.V.	SK Telink Co., Ltd	Order form for services and equipment
3230	SpeedCast Singapore Pte. Ltd.	SK Telink Co., Ltd.	Service Order
3231	SpeedCast Singapore Pte. Ltd.	SK Telink Co., Ltd.	There are 4 service orders included in this document each with an effective date of 2019/08/08 with a 60 month term.
3232	Speedcast Cyprus Ltd.	SKY MARE NAVIGATION CO	Contract with SKY MARE NAVIGATION CO

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Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
3233	SpeedCast Australia Pty Limited	SKY TECHNOLOGIES LTD	Application for service activation of Inmarsat IsatPhone Pro Prepaid Terminal
3234	SpeedCast International Limited	Skymira LLC	Email chain between Skymira LLC and Speedcast regarding activation request over 28-29 May 2020.
3235	Evolution Communications Group Limited	Skymira LLC	Terms and Conditions to the Global Xpress (LX) Subscription Service
3236	SpeedCast Australia Pty Limited	SkyNet Satellite Communications Pty Ltd (ACN 101 529 702)	Master Service Agreement between Speedcast Australia Pty Ltd and SkyNet Satellite Communications Pty Ltd
3237	Evolution Communications Group Limited	Skyridium Communications	Sub-distribution agreement
3238	Evolution Communications Group Limited	Skyridium Communications & civil works	Mutual confidentiality agreement
3239	Globecom Europe B.V.	SIRM Societa Italiana Radio Marittima SPA	Equipment and Service Schedule subject to MSA attached.
3240	NewCom International, Inc.	Smart Cloud International Corporation S.A.S	@Contract for the provision of Internet services and data channels with fiber optic connectivity
3241	NewCom International, Inc.	Smart Cloud International Corporation S.A.S	@Contract for the provision by SC of the technological management in the smart cloud of the equipment within Speedcast facilities, by Smart Cloud International Corporation S.A.S.
3242	SpeedCast Netherlands B.V.	Smit Salvage bv	Contract with Smit Salvage bv
3243	Telaurs Communications LLC	Smith Maritime Inc.	Contract with Smith Maritime Inc.
3244	Evolution Communications Group Limited	SMTS Pte Ltd	Sub-Distribution agreement allowing SMTS to market, and distribute products from Evolution.
3245	SpeedCast Limited	SNC International (HK) Limited	Agreement appoints the Counter Party as the Debtor's authorized sales distributor in China and Hong Kong.
3246	Globecom Network Services Corporation	Societe d Amenagement et de Developpement Vert	Response to Request for Proposal
3247	Globecom Network Services Corporation	Societe d Amenagement et de Developpement Vert	Request for Proposal
3248	Globecom Network Services Corporation	Societe dAmenagement et de Developpement Vert	Letter regarding withholding tax
3249	SpeedCast Australia Pty Limited	Societe De Television Radio Saem	Master Services Agreement for services and/or equipment subject to standard terms and conditions.
3250	SpeedCast Australia Pty Limited	Societe De Television Radio Saem	Speedcast Service Agreement - Service Order for satellite facilitated teleport and internet backbone services.
3251	SpeedCast Netherlands B.V.	Sofidra S.A.	Service order for airtime plan
3252	SpeedCast Netherlands B.V.	Sofidra S.A.	Service Order for new Global Coverage plan, no T&Cs attached
3253	SpeedCast Netherlands B.V.	Sofidra S.A.	Service Order for new Global plan for 10 months, no T&Cs attached
3254	SpeedCast Netherlands B.V.	Sofidra S.A.	Service Order for new Global plan, no T&Cs attached
3255	SpeedCast Netherlands B.V.	Sofidra S.A.	Service Order for new Thor-7 Ka plan for 14 months, no T&Cs attached
3256	SpeedCast Netherlands B.V.	Sofidra S.A.	Service Order for new Thor-7 Ka plan for 16 months, no T&Cs attached
3257	SpeedCast Netherlands B.V.	Sofidra S.A.	Service Order for new Europe plan until 30 June 2020, no T&Cs attached

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Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
3258	SpeedCast Netherlands B.V.	Sofidra S.A.	Service Order for new Europe plan, no T&Cs attached
3259	Speedcast Cyprus Ltd.	SOJANA LLP	Contract with SOJANA LLP
3260	SpeedCast Limited	Solar Turbines Switzerland Sagl	Amendment to extend contract term
3261	Globecomm Europe B.V.	Solar Zeevisserij B.V.	Order form for the provision of a GiD Regional Network / SES4 Standard Plan and hardware.
3262	SpeedCast Netherlands B.V.	Solitaire Chartering BV	Purchase Order for the supply and delivery of Communication Services; Satellite
3263	SpeedCast Netherlands B.V.	Solitaire Transport Chartering	Invoice for RS-L-BAND-INMARSAT FBB SUBSCRIPTION - 1 Mar 2020 - 31 Mar 2020
3264	SpeedCast Netherlands B.V.	Solitaire Transport Chartering	Invoice for RS-L-BAND-INMARSAT FBB SUBSCRIPTION 1 Jan 2020 - 31 Jan 2020
3265	SpeedCast Australia Pty Limited	Solomon Telekom Company Limited	Amendment 31 to Service Order #0010 to introduce in phases modified service.
3266	Speedcast Cyprus Ltd.	SOLYMAR MARIITME SA	Contract with SOLYMAR MARIITME SA
3267	SpeedCast Singapore Pte. Ltd.	Sony Pictures Networks India Private Limited	This is a services agreement whereby SpeedCast Singapore Pte Ltd will provide disaster recovery services on IS-20, to Sony Pictures Networks India Private Limited.
3268	Hermes Datacommunications International Limited	South Caucasus Pipeline Company	Purchase order for inmarsat bgan standard sim cards, post-paid plans and broadband.
3269	Hermes Datacommunications International Limited	South Caucasus Pipeline Company	Purchase order for inmarsat bgan standard sim cards, post-paid plans and broadband..
3270	SpeedCast Australia Pty Limited	South Pacific International Academy	Service Order
3271	SpeedCast Australia Pty Limited	South Pacific International Container Terminal Limited	Service order for satellite services.
3272	SpeedCast Singapore Pte. Ltd.	Southern Pacific Holding Corporation	proposal for the provision of services.
3273	SpeedCast Singapore Pte. Ltd.	Southern Pacific Holding Corporation c/o Kumiai Senpaku Co.,Ltd	Proposal Cum Contract - Seacast Ku + MSS Services
3274	SpeedCast Communications, Inc.	Speedcast Canada Limited	Master Telecom Services Agreement
3275	SpeedCast Limited	SpeedCast Europe BV	Service Order for Regional Shared Airtime Plan and Hardware
3276	SpeedCast Limited	Speedcast Europe BV	Service Order for Global Coverage Airtime Plan and Hardware
3277	SpeedCast Limited	SpeedCast Maritime	Service Order for Regional Shared Airtime Plan and Hardware
3278	SpeedCast Limited	SpeedCast Maritime	Service order of airtime plan and hardware
3279	Speedcast Cyprus Ltd.	SPRINGFIELD SHIPPING CO PANAMA SA	Contract with SPRINGFIELD SHIPPING CO PANAMA SA
3280	Speedcast Cyprus Ltd.	SRH ILEKTRONIKA NAITILIAS A. E	Contract with SRH HAEKTPONIKA NAYTIAIAΣ A.E
3281	Speedcast Cyprus Ltd.	SRH ILEKTRONIKA NAITILIAS A. E	Contract with SRH HAEKTPONIKA NAYTIAIAΣ A.E
3282	Speedcast Cyprus Ltd.	SRH INTERNATIONAL LTD	Contract with SRH INTERNATIONAL LTD
3283	Maritime Communication Services, Inc.	SRI	Purchase order for satellite services.
3284	SpeedCast Netherlands B.V.	SSI SHIPOWNING I INC	Purchase order.

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Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
3285	SpeedCast Netherlands B.V.	SSI SHIPOWNING I INC	Details of who invoices should be issued to.
3286	SpeedCast Australia Pty Limited	St Barbara Ltd	Service order dated 23 January 2017 between by the debtor (Speedcast Australia Pty Ltd) and the counterparty AND a second service order dated 1 February 2017 between Oceanic Broadband Pty Ltd and the counterparty
3287	SpeedCast Singapore Pte. Ltd.	ST Electronics (Satcom & Sensors) Pte Ltd	Service order for satellite service, with application attached.
3288	Speedcast Cyprus Ltd.	STANDARD BULK TRANSPORT CORPOR	Contract with STANDARD BULK TRANSPORT CORPOR
3289	SpeedCast Limited	Stanford Marine	Service order for to extend satellite services.
3290	CapRock Communications Pte. Ltd.	Star Cruises	Purchase Order
3291	CapRock Communications Pte. Ltd.	Star Cruises	Revised Purchase Order
3292	CapRock Communications Pte. Ltd.	Star Cruises	Revised Purchase Order
3293	CapRock Communications Pte. Ltd.	Star Cruises (HK) Limited	Proposal for Next Generation Satellite Communication Services
3294	CapRock Communications Pte. Ltd.	Star Cruises (HK) Limited	Quote cum Agreement for Antenna Replacement and works for SPC
3295	Telaurus Communications LLC	Star Energy HK	Contract with Star Energy HK
3296	SpeedCast Netherlands B.V.	Star Reefers	service order.
3297	SpeedCast Netherlands B.V.	Star Reefers Shipowning INC.	Details of who invoices should be issued to.
3298	SpeedCast Netherlands B.V.	Star Reefers UK Ltd (Company Registration No 2857005)	Master Services Agreement
3299	SpeedCast Netherlands B.V.	Star Reefers UK Ltd (Company Registration No 2857005)	Master Services Agreement
3300	Speedcast Cyprus Ltd.	STAR TRIDENT VI LLC	Contract with STAR TRIDENT VI LLC
3301	Speedcast Cyprus Ltd.	STARBULK S.A	Contract with STARBULK S.A
3302	SpeedCast Singapore Pte. Ltd.	Starhub Cable Vision Ltd	Satellite Downlinking Services Agreement
3303	SpeedCast Australia Pty Limited	State and Territory Communications	Service Order
3304	Speedcast Cyprus Ltd.	Station 53	Contract with Station 53
3305	SpeedCast Netherlands B.V.	Station 53	Renewal service order for airtime plan
3306	SpeedCast Netherlands B.V.	Station 53	Service order for airtime plan
3307	SpeedCast Netherlands B.V.	Station 53	Suspension of service order for airtime plan
3308	SpeedCast Netherlands B.V.	Station 53	Upgrade of service order for airtime plan
3309	SpeedCast Singapore Pte. Ltd.	Station Satcom Pte Ltd	Proposal cum contract for satellite services and equipment.
3310	SpeedCast Singapore Pte. Ltd.	Station Satcom Pte Ltd	Distributor Agreement and Master Agreement
3311	SpeedCast Singapore Pte. Ltd.	Station Satcom Pte Ltd	Non-disclosure agreement.
3312	SpeedCast Singapore Pte. Ltd.	Station Satcom Pte Ltd	Proposal cum contract for satellite services and equipment.
3313	Evolution Communications Group Limited	Station Satcom Pvt. Ltd	Invoice for prepaid "units" (Likely data)
3314	CapRock Comunicações do Brasil Ltda.	Statoil Brasil Oleo e Gas Ltda.	Peregrino
3315	Caprock Comunicações do Brasil Ltda.	Statoil Brasil Oleo e Gas Ltda. Brasil Oleo e Gas Ltda.	M&M services

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Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
3316	Caprock Comunicações do Brasil Ltda.	Statoil Brasil Oleo e Gas Ltda. Brasil Oleo e Gas Ltda.	Upgrade on terrestrial backhaul services
3317	SpeedCast Netherlands B.V.	Steamar Transportes Maritimos	Service Order for the renewal of Broadband Internet and VoIP service provision.
3318	SpeedCast Netherlands B.V.	Steamar Transportes Maritimos Ltda	Service Order for activation and provision of Broadband Internet and VoIP services.
3319	CapRock UK Limited	Stena Drilling Limited	Amendment No. 3 to Schedule No. 003 to the Master Services Agreement amending C-Band Connectivity Service for Transit and Operations offshore Canada provision. Dated 1 January 2013, but amendments made in July 2015.
3320	CapRock UK Limited	Stena Drilling Limited	Amendment No. 12 to Schedule No. 0001 to Master Services Agreement between Stena Drilling Limited and Caprock UK Limited
3321	CapRock UK Limited	Stena Drilling Limited	Amendment No. 14 to Master Service Agreement between Stena Drilling Limited and Caprock UK Limited
3322	CapRock UK Limited	Stena Drilling Limited	Amendment No. 22 to Schedule No. 0003 to Master Agreement between Stena Drilling Limited and CapRock UK Limited
3323	CapRock UK Limited	Stena Drilling Limited	Amendment No.18 to Master Services Agreement between Stena Drilling Limited and Caprock UK Limited
3324	CapRock UK Limited	Stena Drilling Limited	Master Services Agreement
3325	CapRock UK Limited	Stena Drilling Limited	Amendment No 4 to Schedule No 0007 to Master Services Agreement between Stena Drilling Limited and Caprock UK Limited
3326	CapRock UK Limited	Stena Drilling Limited	Telecommunications Services Proposal
3327	CapRock UK Limited	Stena Drilling Limited (Company Number 00061135)	Amendment No. 6 to Master Agreement for the Provision of Satellite Communication Services
3328	SpeedCast Netherlands B.V.	Stichting Greenpeace Council operating as Greenpeace International (Registration No. 41200415)	Master Services Agreement for Satellite Telecommunications Services
3329	Globecom Network Services Corporation	STN - Satellite telecommunications network	Network Services Contract
3330	SpeedCast Singapore Pte. Ltd.	STP Teleport Pte Ltd	Service order for the provision of satellite internet services month-to-month.
3331	SpeedCast Singapore Pte. Ltd.	STP Teleport Pte Ltd	Service Order for the provision of satellite internet services.
3332	SpeedCast Australia Pty Limited	Strike Energy ABN (59 073 012 745)	Application form for a broadband internet and VoIP service.
3333	CapRock Comunicações do Brasil Ltda.	Subsea 7 do Brasil Servicos Ltda.	Equipmental Rental and Maintenance and Technical Assistance Services
3334	CapRock UK Limited	Subsea 7 International (Contracting) Limited	Enabling agreement: provision of offshore vessel VSAT communication services
3335	CapRock UK Limited	Subsea 7 Intl Contracting LTD	Purchase Order For external services
3336	CapRock UK Limited	Subsea 7 Intl Contracting LTD	Purchase Order For external services Number 4300274344
3337	CapRock UK Limited	Subsea 7 Intl Contracting LTD	Purchase Order For external services Number 4300274346
3338	CapRock UK Limited	Subsea 7 Intl Contracting LTD	Purchase Order For external services Number 4300274348
3339	CapRock UK Limited	Subsea 7 Intl Contracting LTD	Amendment No. 01 To Enabling Agreement No. GFA-OR_0045

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Customers

Item	Debtor	Contract Counterparty	Contract Description
3340	CapRock UK Limited	Subsea 7 Intl Contracting LTD	Purchase Order For External Services PO Number: 4300276713
3341	CapRock UK Limited	Subsea 7 i-Tech Australia Pty Limited	Revision 1 Purchase Order For External Services
3342	CapRock UK Limited	Subsea 7 i-Tech Ltd-Azerbaijan	Purchase Order For external services No. 4300275604
3343	CapRock UK Limited	Subsea 7 Limited	Purchase Order for external services
3344	Speedcast Cyprus Ltd.	SUN ENTERPRISES LTD	Contract with SUN ENTERPRISES LTD
3345	SpeedCast Limited	Sun Telecom	Service Order for VSAT services.
3346	SpeedCast Limited	Sun Telecom ISP	Service Order for VSAT services.
3347	Speedcast Cyprus Ltd.	SUNBERRY OCEANWAYS LTD	Contract with SUNBERRY OCEANWAYS LTD
3348	Speedcast Canada Limited	Suncor Energy Inc	Communications Service Agreement
3349	Hermes Datacommunications International Limited	Suncor Energy Oil (North Africa) GmbH	Service Order
3350	Speedcast Cyprus Ltd.	SUNLIGHT COMPANIA NAVIERA S.A	Contract with SUNLIGHT COMPANIA NAVIERA S.A
3351	Speedcast Cyprus Ltd.	Suntech Shipmanagement Pte. Ltd.	Contract with Suntech Shipmanagement Pte. Ltd.
3352	Speedcast Cyprus Ltd.	SUPER-ECO BULKERS MANAGEMENT INC.	Contract with SUPER-ECO BULKERS MANAGEMENT INC.
3353	Speedcast Cyprus Ltd.	SUPER-ECO TANKERS MANAGEMENT INC	Contract with SUPER-ECO TANKERS MANAGEMENT INC
3354	SpeedCast Limited	Supernet Limited	Term Sheet for provision of reciprocal satellite services in Pakistan.
3355	CapRock Comunicações do Brasil Ltda.	Suzano Papel e Celulose S.A.	Telecommunication Services
3356	SpeedCast Limited	Swire Pacific Offshore Operations Pte Ltd	Service Order for Airtime Plan
3357	Globecomm Europe B.V.	SY Atalante	Email correspondence
3358	SpeedCast Australia Pty Limited	SYDNEY TELEPORT SERVICES PTY LTD	Master Services Agreement
3359	SpeedCast Australia Pty Limited	SYDNEY TELEPORT SERVICES PTY LTD	Service Oder 140002937
3360	SpeedCast Australia Pty Limited	SYDNEY TELEPORT SERVICES PTY LTD	Service Order 14002937
3361	SpeedCast Limited	SynerSat	Quotation.
3362	SpeedCast Limited	SynerSat Korea Limited	Quotation.
3363	SpeedCast Limited	SynerSAT Korea Limited (Company No 6268700031)	Agreement appoints the Counter Party as the Debtor's authorized sales distributor in Malaysia, Singapore, Indonesia, Korea, Japan and Hong Kong.
3364	SpeedCast Limited	Synersat Pte Limited	Agreement for the sale of equipment set out in Schedule 1 from the Debtor as seller and the Counter Party as buyer.
3365	NewCom International, Inc.	T.G.T Gamas S.A.S	Purchase of goods and services, starting from the request, approval, delivery and acceptance of any goods or services.
3366	SpeedCast Singapore Pte. Ltd.	T.I.M. Ship Management Co Ltd	PROPOSAL CUM CONTRACT — Seacast Ku + MSS Services
3367	Telaurus Communications LLC	Taiwan Navigation Co.	Contract with Taiwan Navigation Co.
3368	SpeedCast Communications, Inc.	Talos Energy, LLC	Service Order

Exhibit E-3

Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
3369	Globecom Europe B.V.	Tamarao Ltd	Declaration of Radio Installations
3370	Globecom Europe B.V.	Tamarao Ltd.	Letter from Debtor to Counterparty regarding updating of details
3371	Globecom Europe B.V.	Tamarao Ltd.	Letter informing details of a change in the addressee for invoices
3372	Speedcast Cyprus Ltd.	TAMAYA SHIPPING	Contract with TAMAYA SHIPPING
3373	CapRock UK Limited	Tampnet UK Ltd	Purchase Order
3374	CapRock UK Limited	Tampnet UK Ltd	Telecommunications Services Proposal
3375	SpeedCast Australia Pty Limited	Tamrose Ventures Ltd	Application for service activation of Immarsat Fleet Broadband Terminal
3376	SpeedCast Australia Pty Limited	Tamrose Ventures Ltd	Application for service activation of Immarsat Fleet Broadband Terminal and terms and conditions for SpeedCast Airtime Services.
3377	SpeedCast Australia Pty Limited	Tamrose Ventures Ltd	Application for service activation of Immarsat Fleet Broadband Terminal.
3378	SpeedCast Singapore Pte. Ltd.	TATA COMMUNICATION INTERNATIONAL PTE LTD	Service Order
3379	SpeedCast Limited	Tatanet Services Ltd	Tripartite agreement for the provision of global maritime Ku Band services
3380	SpeedCast Australia Pty Limited	Teachers Savings and Loan Society Ltd (TISA)	Service order for activation and installation services.
3381	SpeedCast Australia Pty Limited	Teachers Savings and Loan Society Ltd (TISA)	Service order for activation services.
3382	SpeedCast Australia Pty Limited	Teachers Savings and Loan Society Ltd (TISA) (Company Registration No. 361)	Master Services Agreement for Services and/or Equipment.
3383	Speedcast Cyprus Ltd.	TEAM FUEL CORP.	Contract with TEAM FUEL CORP.
3384	Speedcast Cyprus Ltd.	TECHNICAL MARINE PLANNING (OVE	Contract with TECHNICAL MARINE PLANNING (OVE
3385	CapRock Comunicações do Brasil Ltda.	Technip	Equipment rental + dedicated technical
3386	CapRock Comunicações do Brasil Ltda.	Technip / Dofcon Navegacao Ltda.	Managed Satellite Communications Services - Olinda and Recife
3387	CapRock Comunicações do Brasil Ltda.	Technip Consorcio	circuit upgrade
3388	CapRock UK Limited	Technip FMC	Communications service proposal for Brazil
3389	CapRock UK Limited	Technip FMC	Communications service proposal for France
3390	CapRock UK Limited	Technip FMC	Communications service proposal for UK - North Sea
3391	CapRock UK Limited	Technip FMC	Communications service proposal for UK- North Sea
3392	CapRock UK Limited	Technip UK Limited	Purchase order for service / bandwidth
3393	CapRock UK Limited	Technip UK Limited	Purchase order for service / bandwidth / equipment
3394	SpeedCast Communications, Inc.	Technip UK Limited,(Company Registration number 200086)	Master Agreement.
3395	SpeedCast Communications, Inc.	Technip UK Limited,(Company Registration number 200086)	Master Agreement.
3396	CapRock UK Limited	Technip UK Ltd	Terms and conditions for provision of goods and services and modifications (Ref. SCM-025 rev7)
3397	SpeedCast Communications, Inc.	Technip USA Inc	Technical Services Subcontract.

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Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
3398	CapRock UK Limited	TechnipFMC	Appendix 1 - Purchase Certification Levels (PCL's)
3399	Speedcast Cyprus Ltd.	TECHNOMAR SHIPPING INC	Contract with TECHNOMAR SHIPPING INC
3400	Globecomm Europe B.V.	Telaurus Communications LLC	Notice of Assignment of Briesse Schifffahrts Order Forms to Telaurus Communications LLC
3401	SpeedCast Australia Pty Limited	Telecom Cook Islands Ltd	Service agreement for satellite services.
3402	SpeedCast Australia Pty Limited	Telecom Cook Islands Ltd T/A Bluesky Cook Islands	Service order for renewal of contract for bandwidth.
3403	SpeedCast Limited	Telecom Development Company Afghanistan Corporation	Product & Service Agreement between customer and supplier for Cellular Backhaul Ku band Satellite
3404	SpeedCast Limited	Telecom Development Company Afghanistan Corporation T/A Roshan	Amendment of customer and supplier agreement
3405	SpeedCast Australia Pty Limited	Telecom Fiji Ltd	Master terms and conditions for Pacific Teleports voice services.
3406	SpeedCast Australia Pty Limited	Telecom Fiji Ltd	Master terms and conditions for Pacific Teleports voice services.
3407	SpeedCast Australia Pty Limited	Telecom Fiji Ltd	Service agreement - service order
3408	SpeedCast Australia Pty Limited	Telecom Fiji Ltd	Master terms and conditions for Pacific Teleports voice services.
3409	SpeedCast Australia Pty Limited	Telecom Fiji Ltd	Service agreement - service order
3410	Speedcast Canada Limited	Telesat Canada	Amendment 4 to Agreement for Satellite Services dated 4 June 2014 - Assignment to Speedcast Canada Limited
3411	CapRock UK Limited	Telesat International Limited	Contract for Antenna and Receiving system services
3412	CapRock UK Limited	Telesat International Limited	Service contract for the provision of a Receive Only Antenna and receiving System as well as technical services and support for monitoring signals from a Telstra 12 VANTAGE satellite.
3413	SpeedCast Australia Pty Limited	Telespazio	Application Form for Broadband Internet and VoIP Service
3414	SpeedCast Australia Pty Limited	Telespazio Iberica	Quotation in respect of fixed satellite systems for the Philippines
3415	SpeedCast Australia Pty Limited	Telespazio Iberica	Service Order
3416	NewCom International, Inc.	Telmex Colombia S.A.	Contract for the provision of telecommunications and related services.
3417	SpeedCast Australia Pty Limited	Telstra Corporation Limited	Contract with Telstra Corporation Limited
3418	SpeedCast Australia Pty Limited	Telstra Corporation Limited	A service order for IP transit service.
3419	CapRock UK Limited	Telstra International Limited	Voice service agreement for telecommunication services.
3420	Globecomm Europe B.V.	Telvox Global BV	Contract with Telvox Global BV
3421	SpeedCast Australia Pty Limited	TeNiCom Services Co.Ltd (Company Registration No 159)	Master services Agreement for the procurement of global satellite telecommunications services.
3422	SpeedCast Australia Pty Limited	TeNiCom Services Company	Service Order
3423	Speedcast Cyprus Ltd.	TENWEST LIMITED	Contract with TENWEST LIMITED
3424	Speedcast Cyprus Ltd.	TEO SHIPPING CORP.	Contract with TEO SHIPPING CORP.
3425	SpeedCast Limited	Teras Conquest 3 Pte Ltd	Service order for the reactivation of satellite internet services and equipment, pursuant to quotation dated 12 April 2017

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Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
3426	SpeedCast Limited	Teras Conquest 7 Pte Ltd	Service Order for Airtime Plan
3427	Speedcast Cyprus Ltd.	TERRA NAVIS SHIPPING LTD	Contract with TERRA NAVIS SHIPPING LTD
3428	SpeedCast Australia Pty Limited	Terrex Seismic Pty Ltd	Service Order (Amendment of Existing Plan)
3429	SpeedCast Singapore Pte. Ltd.	Thaioil Marine Company Ltd	Service Order
3430	SpeedCast Singapore Pte. Ltd.	Thaioil Marine Company Ltd	Service Order Regional Standard Airtime and Hardware
3431	Speedcast Cyprus Ltd.	THALKAT SHIPPING SA	Contract with THALKAT SHIPPING SA
3432	Speedcast Cyprus Ltd.	THALOS 1	Contract with THALOS 1
3433	Speedcast Cyprus Ltd.	THASOS SHIPPING CORPORATION	Contract with THASOS SHIPPING CORPORATION
3434	Speedcast Cyprus Ltd.	THE AEGEAN EXPERIENCE MC LTD	Contract with THE AEGEAN EXPERIENCE MC LTD
3435	Hermes Datacommunications International Limited	The Baku-Tbilisi-Ceyhan Pipeline Company	Purchase order for the provision of satellite transmission service for BTCVSAT communication
3436	SpeedCast Australia Pty Limited	The Commonwealth of Australia, acting through and represented by the Department of The Prime Minister & Cabinet (PM&C)	Order for the purchase of services (executed) and attached schedules of the Head Agreement (not executed).
3437	Globecomm Network Services Corporation	The Dow Chemical Company	Terms 8 - 8 of Service Agreement (Incomplete Document)
3438	Globecomm Network Services Corporation	The Dow Chemical Company	Contract Assignment
3439	Globecomm Network Services Corporation	The Dow Chemical Company	Loose Page of a Service Agreement (Incomplete Document)
3440	Globecomm Network Services Corporation	The Dow Chemical Company	This document is only 1 page of the full contract (document 1 of this batch)
3441	Globecomm Network Services Corporation	The Dow Chemical Company	Exhibit of Contract
3442	Globecomm Network Services Corporation	The Dow Chemical Company	Loose Page of a Service Agreement (Incomplete Document)
3443	Globecomm Network Services Corporation	The Dow Chemical Company	Contract with The Dow Chemical Company
3444	SpeedCast France SAS	The MENTOR Initiative	Purchase Orders from The MENTOR Initiative to Geolink Satellite Services for equipment, transport and installation
3445	SpeedCast Australia Pty Limited	The State of Queensland (acting through the Public Safety Business Agency)	GITC Customer Contract for the provision of PSN Data Services
3446	SpeedCast Australia Pty Limited	The State of Queensland (acting through the Public Safety Business Agency) (ABN 77 154 515 128)	Deed of Variation (Variation n.1) with reference to Contract established under SOA No.PSBA84992 effective as of 05/04/2018
3447	SpeedCast Australia Pty Limited	The State of Victoria acting through the Department of Environment, Land, Water and Planning (Victoria) (ABN 90 719 052 204)	Cover Letter and Change Order to VSAT Satellite Broadband Services eServices Register Contract (Contract No. 335016)
3448	SpeedCast Australia Pty Limited	The State of Victoria acting through the Department of Environment, Land, Water and Planning (Victoria) (ABN 90 719 052 204)	Covering Letter with Change Order to VSAT Satellite Broadband Services eServices Register Contract (contract no. 335016)
3449	SpeedCast Australia Pty Limited	The State of Victoria acting through the Department of Environment, Land, Water and Planning (Victoria) (ABN 90 719 052 204)	Covering Letters with Contract Variation for VSAT Satellite Broadband Services (Contract 335016)
3450	Speedcast Cyprus Ltd.	THENAMARIS (SHIPS MANAGEMENT) INC	Contract with THENAMARIS (SHIPS MANAGEMENT) INC
3451	Speedcast Cyprus Ltd.	THEOXENIA SHIPPING COMPANY	Contract with THEOXENIA SHIPPING COMPANY

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Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
3452	SpeedCast Singapore Pte. Ltd.	Thoresen & Co. (Bangkok) Ltd.	Proposal cum contract for VSAT Ku + MSS Services including airtime plan, vessels covered and standard terms and conditions.
3453	SpeedCast Singapore Pte. Ltd.	Thoresen Shipping Singapore Pte Ltd	Registration for service activation of maritime mobile earth station
3454	SpeedCast Singapore Pte. Ltd.	Thoresen Shipping Singapore Pte Ltd	Service contract for radiotrafic accounting.
3455	SpeedCast Singapore Pte. Ltd.	Thoresen Shipping Singapore Pte Ltd	Letter regarding PSA/AA transfer.
3456	SpeedCast Singapore Pte. Ltd.	Thuraya Telecommunications Company	Amendment No. 2
3457	SpeedCast Singapore Pte. Ltd.	Thuraya Telecommunications Company	Amendment No. 3
3458	SpeedCast Singapore Pte. Ltd.	Thuraya Telecommunications Company	Amendment No. 4
3459	SpeedCast Singapore Pte. Ltd.	Thuraya Telecommunications Company	Amendment No. 3
3460	SpeedCast Limited	Tian Hai Xing Tong (Hong Kong) Science & Tech	Service order for satellite services.
3461	SpeedCast Limited	Tianjin Hairun Marine Technical Co. Ltd.	Purchase order for equipment
3462	SpeedCast Limited	Tianjin Hairun Marine Technical Co. Ltd.	Service order for equipment
3463	Speedcast Cyprus Ltd.	TIDE LINE INC	Contract with TIDE LINE INC
3464	SpeedCast Limited	Tidewater Marine IntrL Pte. L	Purchase Order for T2 K1 Ku Plan
3465	SpeedCast Communications, Inc.	Tidewater, Inc.	Letter of Authority
3466	SpeedCast Communications, Inc.	Tidewater, Inc.	Supplemental Letter of Authority
3467	SpeedCast Limited	Tile Marine LLC	Service order for a new Regional Shared Airtime Plan and hardware.
3468	Evolution Communications Group Limited	Tile Marine LLC	Sub-Distribution Agreement for the counter party to market, promote and facilitate the distribution of products in those countries in which the counter party has an active sales channel.
3469	Speedcast Cyprus Ltd.	TILE MARINE LLC	Contract with TILE MARINE LLC
3470	SpeedCast Limited	Tile Marine LLC	Service order for the provision of a new Regional Shared Airtime Plan and hardware.
3471	SpeedCast Limited	Tile Marine LLC	Service order for the provision of a Regional Shared Airtime Plan and Hardware.
3472	Evolution Communications Group Limited	Tile Marine LLC (registration number 527083)	Confidentiality and non-disclosure agreement concerning information relating to the parties' operations.
3473	Speedcast Cyprus Ltd.	TIMES NAVIGATION INC.	Contract with TIMES NAVIGATION INC.
3474	SpeedCast Singapore Pte. Ltd.	Tipco Asphalt Public Company Limited	Service order for satellite services including bandwidth and VSAT hardware on the vessel/platform MAX JACOB.
3475	SpeedCast International Limited	TISA	Quotation for equipment and internet services.
3476	Speedcast Cyprus Ltd.	TITAN MARITIME LTD	Contract with TITAN MARITIME LTD
3477	NewCom International, Inc.	TM Global Communications S.A	Master Services Agreement
3478	NewCom International, Inc.	TM Global Communications S.A	Master Services Agreement
3479	SpeedCast Americas, Inc.	TM Global Communications S.A	Portion of an agreement

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Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
3480	Globecomm Network Services Corporation	T-Mobile USA Inc	This is a Satellite Blackhaul Service Order where the Debtor agrees to provide and deliver Satellite Blackhaul Service to the Counter Party at specific sites.
3481	Globecomm Network Services Corporation	T-Mobile USA Inc	This is a service order between the Debtor and the Counter Party.
3482	Globecomm Network Services Corporation	T-Mobile USA Inc	This is a Statement of Work entered into between the Debtor and Country Party on 21 September 2017. It forms part of the Master Agreement.
3483	Globecomm Network Services Corporation	T-Mobile USA Inc	This is Amendment 18 to the Satellite Blackhaul Service Order dated 14 February 2018 entered into between the Debtor and the Counter Party.
3484	Globecomm Network Services Corporation	T-Mobile USA Inc	This is Amendment 2 to the Satellite Blackhaul Service Order dated 14 February 2018 entered into between the Debtor and the Counter Party.
3485	Globecomm Network Services Corporation	T-Mobile USA Inc	This is Amendment 20 to the Satellite Blackhaul Service Order dated 14 February 2018 entered into between the Debtor and the Counter Party.
3486	Globecomm Network Services Corporation	T-Mobile USA Inc	This is Amendment 3 executed to modify the Satellite Blackhaul Service Order dated February 14 2018 entered into between the Debtor and the Counter Party.
3487	Globecomm Network Services Corporation	T-Mobile USA Inc	This is Amendment 5 executed to modify the Satellite Blackhaul Service Order 2 dated 14 February 2018 entered into between the Debtor and Counter Party.
3488	Globecomm Network Services Corporation	T-Mobile USA Inc	This is Amendment 5 to the Satellite Blackhaul Service Order dated 14 February 2018 entered into between the Debtor and the Counter Party.
3489	Globecomm Network Services Corporation	T-Mobile USA Inc	This is Amendment No 1 executed to modify the Statement of Work dated 22 September 2017 between the Debtor and Counter Party.
3490	Globecomm Network Services Corporation	T-Mobile USA Inc	This is an amendment to the Satellite Blackhaul Service Order dated February 14 2018 entered into between the Debtor and the Counter Party.
3491	Speedcast Cyprus Ltd.	TMS BULKERS LTD	Contract with TMS BULKERS LTD
3492	Speedcast Cyprus Ltd.	TMS DRY LTD	Contract with TMS DRY LTD
3493	Speedcast Cyprus Ltd.	TMS DRY LTD	Contract with TMS DRY LTD
3494	Speedcast Cyprus Ltd.	TMS TANKERS LTD	Contract with TMS TANKERS LTD
3495	SpeedCast Australia Pty Limited	Toll Global Logistics	Service order bandwidth downgrade.
3496	SpeedCast Australia Pty Limited	Toll Global Logistics	Service order for satellite services.
3497	Speedcast Cyprus Ltd.	Topaz Energy & Marine Ltd	Contract with Topaz Energy & Marine Ltd
3498	SpeedCast Netherlands B.V.	Form	Service Order for the activation and provision of Broadband Internet and VoIP services
3499	SpeedCast Netherlands B.V.	Form	Service Order for the activation and provision of Broadband Internet and VoIP services.
3500	SpeedCast Netherlands B.V.	Form	Service Order for the renewal of Broadband Internet and VoIP service provision

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Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
3501	SpeedCast Netherlands B.V.	Form	Service Order for the renewal of Broadband Internet and VoIP service provision.
3502	SpeedCast Netherlands B.V.	Form	Service Order for the renewal of Broadband Internet and VoIP services
3503	SpeedCast Netherlands B.V.	Form A/S	Master Services Agreement for the provision of Broadband Internet services and related equipment rental
3504	Globecomm Europe B.V.	Form A/S	Invoice for broadband internet and VoIP services
3505	SpeedCast Netherlands B.V.	Form A/S	Service Report detailing speedcast employee's travel and installation and setup of Broadband Internet equipment
3506	Speedcast Cyprus Ltd.	TORTUGA NAVIGATION S.A	Contract with TORTUGA NAVIGATION S.A.
3507	CapRock UK Limited	Total E & P UK Ltd	Communications Service Proposal for ISP Upgrade Options
3508	CapRock UK Limited	Total E&P North Sea UK	Service Order
3509	CapRock UK Limited	Total E&P North Sea UK	Service Order for the provision of extra bandwidth
3510	SpeedCast Australia Pty Limited	Total E&P PNG Limited	Service Order for satellite bandwidth and equipment.
3511	SpeedCast Australia Pty Limited	Total E&P PNG Limited	Service order for satellite services.
3512	SpeedCast Limited	Total E&P PNG Limited	Service Order for satellite bandwidth and equipment.
3513	SpeedCast Limited	Total E&P PNG Limited	Service order to rearrange bandwidth.
3514	SpeedCast Australia Pty Limited	Total E&P PNG Limited	Equipment Lease
3515	CapRock UK Limited	TOTAL E&P UK LIMITED ((Company No. 811900)	Amendment to Contract (No. 4300001140) for the provision of Temporary Communication Facilities
3516	CapRock UK Limited	Total E&P UK Limited (Company Number 811900)	Amended Contract Release Order for Telecommunication Services in relation to Nigg Warehouse - DR Site
3517	CapRock UK Limited	Total E&P UK Limited (Company Number 811900)	Contract Release Order for provision of Telecommunications Services and Equipment
3518	CapRock UK Limited	Total E&P UK Limited (Company Number 811900)	Contract Release Order for provision of Temporary Communications
3519	CapRock UK Limited	Total E&P UK Limited (Company Number 811900)	Contract Release Order for Provision of Temporary Communications Services and Equipment
3520	CapRock UK Limited	Total E&P UK Limited (Company Number 811900)	Purchase Order for I.T. Services and Equipment
3521	CapRock UK Limited	Total E&P UK Ltd	Communications Service Proposal for Provision of Upgrade to ISP Service or Installation of Backhaul Circuit at Nigg Warehouse - DR Site
3522	CapRock UK Limited	TOTAL EP UK LTD	New Implementation Request for consolidated billing of Total EP UK Ltd
3523	CapRock UK Limited	Total Gas & Power Limited (2172239)	Purchase Order: Implementation fee including pre-configuration of routers.
3524	CapRock UK Limited	Total Gas & Power Limited (2172239)	Terms and Conditions for the Provision of IT Services and Products. Telecommunications Services Proposal dated 11/08/2015 (executed by just one party). Service Level Agreement for procurement arrangement.
3525	Speedcast Cyprus Ltd.	TOTAL SHIPMANAGEMENT SERVICES SA	Contract with TOTAL SHIPMANAGEMENT SERVICES SA

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Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
3526	Speedcast Cyprus Ltd.	TRANSATLANTICA COMMODITIES SA	Contract with TRANSATLANTICA COMMODITIES SA
3527	Speedcast Cyprus Ltd.	TRANSMED SHIPPING LIMITED	Contract with TRANSMED SHIPPING LIMITED
3528	SpeedCast Communications, Inc.	Transocean	Change Order for Transocean Program
3529	SpeedCast Communications, Inc.	Transocean Indonesia	Schedule 2 to Master Services Agreement
3530	SpeedCast Norway AS	Transocean Norway Operations AS	Purchase Order attaching Terms and Conditions.
3531	SpeedCast Norway AS	Transocean Norway Operations AS	Purchase Order.
3532	SpeedCast Communications, Inc.	Transocean Offshore Deepwater Drilling	Change Order for Transocean Program
3533	SpeedCast Communications, Inc.	Transocean Offshore Deepwater Drilling	Change Order for Transocean Program
3534	SpeedCast Norway AS	Transocean Offshore Deepwater Drilling Inc.	Change order for provision of wireless, communication for Transocean
3535	SpeedCast Norway AS	Transocean Offshore Deepwater Drilling Inc.	Change order for transocean program
3536	SpeedCast Communications, Inc.	Transocean Offshore Deepwater Drilling Inc.	Interim Agreement for Scope of Work
3537	SpeedCast Communications, Inc.	Transocean Offshore Deepwater Drilling Inc.	Change Order
3538	SpeedCast Communications, Inc.	Transocean Offshore Deepwater Drilling Inc.	Change order for hardware, quotes attached
3539	SpeedCast Communications, Inc.	Transocean Offshore Deepwater Drilling Inc.	Amended & Restated schedule 1 to Master Services Agreement between Transocean Offshore Deepwater Drilling Inc. & CapRock Communications Inc.
3540	SpeedCast Communications, Inc.	Transocean Offshore Deepwater Drilling Inc.	Amended & Restated Schedule 1 to Master Services Agreement between Transocean Offshore Deepwater Drilling Inc. & CapRock Communications Inc.
3541	SpeedCast Communications, Inc.	Transocean Offshore Deepwater Drilling Inc.	Amendment to Master Services Agreement
3542	SpeedCast Communications, Inc.	Transocean Offshore Deepwater Drilling Inc.	Amendment to sch 1 of Master Services Agreement
3543	SpeedCast Communications, Inc.	Transocean Offshore Deepwater Drilling Inc.	Master Services Agreement for services and equipment
3544	SpeedCast Communications, Inc.	Transocean Offshore Deepwater Drilling Inc.	Schedule 1 to Master Services Agreement
3545	SpeedCast Communications, Inc.	Transocean Offshore Deepwater Drilling Inc.	Change order form for a service agreement proposal project operating offshore of Egypt
3546	SpeedCast Communications, Inc.	Transocean Offshore Deepwater Drilling Inc.	Change order form for a service agreement proposal project operating offshore of Egypt
3547	SpeedCast Communications, Inc.	Transocean Offshore Deepwater Drilling Inc.	Change Order for Transocean Program
3548	SpeedCast Communications, Inc.	Transocean Offshore Deepwater Drilling Inc.	Change order for transocean program
3549	SpeedCast Communications, Inc.	Transocean Offshore Deepwater Drilling Inc.	Change order and proposal for additional services
3550	SpeedCast Communications, Inc.	Transocean Offshore Deepwater Drilling Inc.	Change order and proposal for installation of second iDirect modem
3551	SpeedCast Communications, Inc.	Transocean Offshore Deepwater Drilling Inc.	Change order and proposal for linear feed
3552	SpeedCast Communications, Inc.	Transocean Offshore Deepwater Drilling Inc.	Change order and proposal licensing estimate
3553	SpeedCast Communications, Inc.	Transocean Offshore Deepwater Drilling Inc.	Change order for circuit upgrade and proposal
3554	SpeedCast Communications, Inc.	Transocean Offshore Deepwater Drilling Inc.	Change order for installation of second iDirect modem and proposal

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Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
3555	SpeedCast Communications, Inc.	Transocean Offshore Deepwater Drilling Inc.	Change order for repair of SeaTel antenna and proposal
3556	SpeedCast Communications, Inc.	Transocean Offshore Deepwater Drilling Inc.	Change Order for terms and conditions of Master Services Agreement and proposal
3557	SpeedCast Communications, Inc.	Transocean Offshore Deepwater Drilling Inc.	Change Order for terms and conditions of Master Services Agreement and proposal for backhaul configuration
3558	SpeedCast Communications, Inc.	Transocean Offshore Deepwater Drilling Inc.	Chages to India nework operations
3559	SpeedCast Communications, Inc.	Transocean Offshore Deepwater Drilling Inc.	Change order agreement for attached proposal for change to SCPC services.
3560	SpeedCast Communications, Inc.	Transocean Offshore Deepwater Drilling Inc.	Change order agreement for SCPC BW distinct from the orignal attached proposal
3561	SpeedCast Communications, Inc.	Transocean Offshore Deepwater Drilling Inc.	Change order agreement for SCPC BW downstream bandwidth increase
3562	SpeedCast Communications, Inc.	Transocean Offshore Deepwater Drilling Inc.	Change order agreement for the upgrade of SCPC BW for the rig provided in the attached proposal.
3563	SpeedCast Communications, Inc.	Transocean Offshore Deepwater Drilling Inc.	Change order agreement requesting for a site change from GOM to Brazil for the attached proposal
3564	SpeedCast Communications, Inc.	Transocean Offshore Deepwater Drilling Inc.	Change order agreement to provide additional upgrade to india backhuals
3565	SpeedCast Communications, Inc.	Transocean Offshore Deepwater Drilling Inc.	Change order agreement to provide for transit from GOM to Mazambique for Discoverer Americas related to the attached proposal
3566	SpeedCast Communications, Inc.	Transocean Offshore Deepwater Drilling Inc.	Change order agreement transiting site from Brazil to Las Plamas
3567	SpeedCast Communications, Inc.	Transocean Offshore Deepwater Drilling Inc.	Change order for transocean program
3568	SpeedCast Communications, Inc.	Transocean Offshore Deepwater Drilling Inc.	Change Order Transocean Program
3569	SpeedCast Communications, Inc.	Transocean Offshore Deepwater Drilling Inc.	Chnage Order for Transocean Program
3570	SpeedCast Communications, Inc.	Transocean Offshore Deepwater Drilling Inc.	Conversion of rigs from SCPC to TDMA
3571	SpeedCast Communications, Inc.	Transocean Offshore Deepwater Drilling Inc.	Installation services
3572	SpeedCast Communications, Inc.	Transocean Offshore Deepwater Drilling Inc.	Proposal for Satellite Communication Services
3573	SpeedCast Communications, Inc.	Transocean Offshore Deepwater Drilling Inc.	Provision of communication services
3574	SpeedCast Communications, Inc.	Transocean Offshore Deepwater Drilling Inc.	Change Order for Transocean Program
3575	SpeedCast Communications, Inc.	Transocean Offshore Deepwater Drilling Inc.	Change Order for Transocean Program (Falcon 100- WARM STACKED) put on TDMA
3576	SpeedCast Communications, Inc.	Transocean Offshore Deepwater Drilling Inc.	Change order amending schedule of Master Services Agreement
3577	SpeedCast Communications, Inc.	Transocean Offshore Deepwater Drilling Inc.	Change order for additional equipment
3578	SpeedCast Communications, Inc.	Transocean Offshore Deepwater Drilling Inc.	Change order for additional MRC
3579	SpeedCast Communications, Inc.	Transocean Offshore Deepwater Drilling Inc.	Change order for additional services
3580	SpeedCast Communications, Inc.	Transocean Offshore Deepwater Drilling Inc.	Change order for authorisation to proceed with initiating licensing assistance
3581	SpeedCast Communications, Inc.	Transocean Offshore Deepwater Drilling Inc.	Change order for billing start date amendment

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Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
3582	SpeedCast Communications, Inc.	Transocean Offshore Deepwater Drilling Inc.	Change order for licensing
3583	SpeedCast Communications, Inc.	Transocean Offshore Deepwater Drilling Inc.	Change order for licensing authorisation
3584	SpeedCast Communications, Inc.	Transocean Offshore Deepwater Drilling Inc.	Change order for waived agreement monthly charges
3585	SpeedCast Communications, Inc.	Transocean Offshore Deepwater Drilling Inc.	Change order to remove rig from installation lists
3586	SpeedCast Communications, Inc.	Transocean Offshore Deepwater Drilling Inc.	Change order to remove rig from installation schedules
3587	SpeedCast Communications, Inc.	Transocean Offshore Deepwater Drilling Inc.	Change order to stop shipping equipment
3588	SpeedCast Communications, Inc.	Transocean Offshore Deepwater Drilling Inc.	Amendment to Master Services Agreement
3589	SpeedCast Communications, Inc.	Transocean Offshore Deepwater Drilling Inc.	Change order for additional junction box
3590	SpeedCast Communications, Inc.	Transocean Offshore Deepwater Drilling Inc.	Change order for additional services
3591	SpeedCast Communications, Inc.	Transocean Offshore Deepwater Drilling Inc.	Change Order
3592	SpeedCast Communications, Inc.	Transocean Offshore Deepwater Drilling Inc.	Change order for services for Egypt
3593	SpeedCast Communications, Inc.	Transocean Offshore Deepwater Drilling, Inc.	Change Order
3594	SpeedCast Communications, Inc.	Transocean Offshore Deepwater Drilling, Inc.	Change Order for Transocean Program
3595	SpeedCast Communications, Inc.	Transocean Offshore Deepwater Drilling, Inc.	Change Order for terms and conditions of Master Services Agreement
3596	SpeedCast Communications, Inc.	Transocean Offshore Deepwater Drilling, Inc.	Change Order for Transocean Program
3597	CapRock UK Limited	Transocean Offshore Deepwater Drilling, Inc.	Change Order for Transocean Program - Compact Driller
3598	SpeedCast Communications, Inc.	Transocean Offshore Deepwater Drilling, Inc.	Change order agreement for a new site equipment : Siam Driller
3599	SpeedCast Communications, Inc.	Transocean Offshore Deepwater Drilling, Inc.	Change order agreement for following High Island Site to be declared "Off Stacked" under the MSA
3600	SpeedCast Communications, Inc.	Transocean Offshore Deepwater Drilling, Inc.	Change order agreement for new site rig under the former agreement
3601	SpeedCast Communications, Inc.	Transocean Offshore Deepwater Drilling, Inc.	Change Order for Transocean
3602	SpeedCast Communications, Inc.	Transocean Offshore Deepwater Drilling, Inc.	Change Order for Transocean Program - Adriatic I
3603	SpeedCast Communications, Inc.	Transocean Offshore Deepwater Drilling, Inc.	Change Order for Transocean Program - Adriatic V
3604	SpeedCast Communications, Inc.	Transocean Offshore Deepwater Drilling, Inc.	Change Order for Transocean Program - Adriatic VI
3605	SpeedCast Communications, Inc.	Transocean Offshore Deepwater Drilling, Inc.	Change Order for Transocean Program - Main Pass I
3606	SpeedCast Communications, Inc.	Transocean Offshore Deepwater Drilling, Inc.	Change order for Transocean Program - Main Pass IV
3607	SpeedCast Communications, Inc.	Transocean Offshore Deepwater Drilling, Inc.	Change order form to have site (rig) declared "off stacked" within the MSA schedule provided in SOW
3608	SpeedCast Communications, Inc.	Transocean Offshore Deepwater Drilling, Inc.	Change order to agreement that the MSA schedule is amended to had the site (rig) declared "Stacked"
3609	SpeedCast Communications, Inc.	Transocean Offshore Deepwater Drilling, Inc.	Change order to the MSA
3610	SpeedCast Communications, Inc.	Transocean Offshore Deepwater Drilling, Inc.	Change Order for Transocean Program
3611	SpeedCast Communications, Inc.	Transocean Offshore Deepwater Drilling, Inc.	Licensing authorisation services
3612	SpeedCast Communications, Inc.	Transocean Offshore Deepwater Drilling, Inc.	Change Order

Exhibit E-3

Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
3613	Evolution Communications Group Limited	Travel Security Services Singapore Pte Ltd	This is an email regarding a quote and order for sim cards.
3614	SpeedCast Communications, Inc.	Travel Security Services Singapore Pte Ltd	An invoice issued to the Counter Party.
3615	SpeedCast Limited	Travsys, BV	Invoice for RS-Ban IDIRECTX3 for 1 Jun to 30 Jun 2020
3616	Speedcast Cyprus Ltd.	TRI-MARINE S.A.	Contract with TRI-MARINE S.A.
3617	CapRock Communications (Australia) Pty Ltd	Trinkor Pty Ltd (ABN 78 009 437 852)	Revised Purchase Order
3618	SpeedCast Limited	TRISAN - Mappi #3	Service order for modem
3619	SpeedCast Limited	TRISAN - Mappi #3	Service order for satellite services.
3620	SpeedCast Limited	TRISAN - Mappi #3	Service order to downgrade bandwidth
3621	SpeedCast Australia Pty Limited	TRISAN - Mappi #3	Service order for satellite services.
3622	NewCom International, Inc.	Trisecom	Service Agreement for various iDirect Services for 12 months (renewing)
3623	NewCom International, Inc.	Trisecom	Service Order Form for VSAT service for 12 month term
3624	NewCom International, Inc.	Trisecom	Service Order Form for VSAT service for DelaPaz Guanay for 12 months
3625	Speedcast Cyprus Ltd.	TRITON SHIPPING & NAVIGATION INC	Contract with TRITON SHIPPING & NAVIGATION INC
3626	Telaurus Communications LLC	Tropical Shipping USA, LLC	Contract with Tropical Shipping USA, LLC
3627	NewCom International, Inc.	TS2 Space SP.Z.OO	For the provision of satellite services
3628	NewCom International, Inc.	TS2 Space SP.Z.OO	Provision of satellite communication services
3629	Speedcast Cyprus Ltd.	TS AVLIRIS SALVAGE (INTERNATIONAL) LTD	Contract with TS AVLIRIS SALVAGE (INTERNATIONAL) LTD
3630	Speedcast Cyprus Ltd.	TST INTERNATIONAL SA SHIPMANAGERS-SHIPING CO.	Contract with TST INTERNATIONAL SA SHIPMANAGERS-SHIPING CO.
3631	Speedcast Cyprus Ltd.	TTSA Telecomm. Teleph. Satellite App. SA	Contract with TTSA Telecomm. Teleph. Satellite App. SA
3632	Speedcast Cyprus Ltd.	TUG MANAGEMENT SERVICES LTD	Contract with TUG MANAGEMENT SERVICES LTD
3633	Speedcast Cyprus Ltd.	TUI UK Limited	Contract with TUI UK Limited
3634	Maritime Communication Services, Inc.	TUI UK Limited (trading as Thomson Cruises)	Agreement to provide communication services
3635	Maritime Communication Services, Inc.	TUI UK Limited (trading as Thomson Cruises)	Amendments to original agreement
3636	Maritime Communication Services, Inc.	TUI UK Limited (trading as Thomson Cruises)	Agreement to provide communication services
3637	SpeedCast Australia Pty Limited	Tungaru Security Services	Service order form activation request
3638	SpeedCast Australia Pty Limited	Turbomach S.A	Application form broadband and VoIP services.
3639	SpeedCast Limited	Turbomach SA	Service agreement for satellite services.
3640	SpeedCast Australia Pty Limited	Turtle Bay Lodge	Service Order
3641	SpeedCast Australia Pty Limited	Tuvalu Fisheries Department	Two contracts in the same file: Master Service Agreement and Service Order Form (Same execution date.SO Date 9/7/208 and requested activation date 1/07/18)
3642	SpeedCast Australia Pty Limited	Tuvalu Telecom Corporation	Service Order for internet services
3643	SpeedCast Singapore Pte. Ltd.	U Shipz Pte Ltd	Letter of request for transfer INMARSAT terminals

Exhibit E-3

Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
3644	SpeedCast Singapore Pte. Ltd.	U Shipz Pte Ltd	Service Contract for Radiotrafic Accounting
3645	SpeedCast Limited	U Shipz Pte Ltd	Registration for service activation of Maritime Mobile Earth Station
3646	SpeedCast Australia Pty Limited	UAN	Execution block of the contract.
3647	SpeedCast Communications, Inc.	UltiSat, Inc.	Amendment to the Master Services Agreement for Cooperative Commercial Services between UltiSat, Inc. & SpeedCast Communications, Inc.
3648	SpeedCast Communications, Inc.	UltiSat, Inc.	Master Services Agreement for Cooperative Commercial Arrangements between UltiSat, Inc. & Speedcast Communications, Inc.
3649	SpeedCast Singapore Pte. Ltd.	Ultra Deep Andy Warhol Pte Ltd	Credit Application
3650	SpeedCast Australia Pty Limited	UNDP Buka	Service order for the provision of an upgrade of satellite bandwidth.
3651	NewCom International, Inc.	UNE EPM Telecomunicaciones S.A.	Contract for the provision of telecommunications services, in order to provide signal transmission between different network stations.
3652	Evolution Communications Group Limited	UNFPA ESARO	Terms and Conditions agreement for an airtime contract.
3653	Speedcast Cyprus Ltd.	UNIBULK SHIPPING ENTER SA	Contract with UNIBULK SHIPPING ENTER SA
3654	SpeedCast Australia Pty Limited	Unicef	Contract for the lease of IPVPN dedicated Internet Services for the UNICEF and UNWOMEN in Solomon Islands
3655	SpeedCast Australia Pty Limited	Unicef	Service agreement for the provision of Internet services
3656	SpeedCast Australia Pty Limited	Unicom Air Net CO., Ltd.	Teleport Services Contract for the provision of satellite communication and teleport services.
3657	Speedcast Cyprus Ltd.	UNIMAR SUCCESS S.A.	Contract with UNIMAR SUCCESS S.A.
3658	Speedcast Cyprus Ltd.	UNIT MARITIME TANKERS S.A	Contract with UNIT MARITIME TANKERS S.A
3659	SpeedCast Limited	United Nations Development Programme	Contract for the provision of public access wi-fi services through VSAT technology in 11 provinces in the Philippines.
3660	SpeedCast Limited	United Nations Development Programme	Contract for the provision of fully managed VSAT/internet connectivity services to 2,000 sites in 25 provinces in the Philippines.
3661	SpeedCast Limited	United Nations Development Programme	Email chain
3662	SpeedCast Australia Pty Limited	United Nations Development Programme	Long term agreement for the provision of internet services to the United Nations Joint Presence Office.
3663	SpeedCast Limited	United Nations Development Programme	Minutes of Pre-Award Skype Meeting between UNDP and Speedcast on 12 March 2020
3664	SpeedCast Australia Pty Limited	United Nations Development Programs - Buka Office	Service Order for the upgrade of satellite bandwidth services.
3665	SpeedCast Australia Pty Limited	United Nations Development Programs - Buka Office	Service Order for the upgrade of satellite bandwidth services.
3666	Evolution Communications Group Limited	United Nations Population Fund	Airtime terms and conditions agreement
3667	Speedcast Cyprus Ltd.	Unitized Ocean Transport Limited	Contract with Unitized Ocean Transport Limited
3668	Speedcast Cyprus Ltd.	UNIVERSAL SHIPPING ALLIANCE KTD	Contract with UNIVERSAL SHIPPING ALLIANCE KTD
3669	SpeedCast Netherlands B.V.	Unlimited Sea Trade	Service order for satellite services.

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Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
3670	SpeedCast Netherlands B.V.	Unlimited Sea Trade	Quotation for telecommunication services.
3671	Speedcast Cyprus Ltd.	V SHIPS GREECE LTD	Contract with V SHIPS GREECE LTD
3672	Speedcast Cyprus Ltd.	V.Ships Limited	Contract with V.Ships Limited
3673	Speedcast Cyprus Ltd.	VAL OIL TRADING SA	Contract with VAL OIL TRADING SA
3674	SpeedCast Australia Pty Limited	Vale Nouvelle-Caledonie S.A.S.	Tax Invoice
3675	Speedcast Cyprus Ltd.	VAMVASHIP MARITIME S.A	Contract with VAMVASHIP MARITIME S.A
3676	SpeedCast Netherlands B.V.	van Oord Dredging & Marine Contractors BV	Contract with van Oord Dredging & Marine Contractors BV
3677	Telaurus Communications LLC	Vanguard Maritime Limited	Contract with Vanguard Maritime Limited
3678	SpeedCast Singapore Pte. Ltd.	Vanguard Maritime Limited	PROPOSAL CUM CONTRACT – Seacast Ku + MSS Services
3679	SpeedCast Singapore Pte. Ltd.	Vanguard Maritime Limited	PROPOSAL CUM CONTRACT — VSAT Ku + MSS Services
3680	SpeedCast Singapore Pte. Ltd.	Vanguard Maritime Limited	Service Order
3681	Speedcast Cyprus Ltd.	VANSHIP LTD	Contract with VANSHIP LTD
3682	SpeedCast Communications, Inc.	Vantage DeepWater Drilling, Inc.	Master Services Agreement.
3683	SpeedCast Communications, Inc.	Vantage DeepWater Drilling, Inc.	Master Services Agreement.
3684	SpeedCast Communications, Inc.	Vantage DeepWater Drilling, Inc.	Master Services Agreement.
3685	Telaurus Communications LLC	Vardar Denizcilik Ve Turizm Ltd. STI	Contract with Vardar Denizcilik Ve Turizm Ltd. STI
3686	Speedcast Cyprus Ltd.	VARIETY CRUISES	Contract with VARIETY CRUISES
3687	Speedcast Cyprus Ltd.	VARSHIP SHIPPING CO LTD	Contract with VARSHIP SHIPPING CO LTD
3688	SpeedCast Australia Pty Limited	Ventia Utility Serv (ABN 69010725247)	Broadband Internet and VoIP Service - Application Form
3689	CapRock Comunicações do Brasil Ltda.	Ventura	Full turnkey services
3690	Speedcast Cyprus Ltd.	VENTURI FLEET MANAGEMENT S.A.	Contract with VENTURI FLEET MANAGEMENT S.A.
3691	SpeedCast Communications, Inc.	Versabar, Inc	Services Agreement
3692	SpeedCast Australia Pty Limited	Vestas	Service Proposal
3693	SpeedCast Australia Pty Limited	Vestas Australian Wind Technology	Order
3694	SpeedCast Australia Pty Limited	Vestas Emu Downs (ABN 80 089 653 878)	Broadband Internet and VoIP Service - Application Form
3695	SpeedCast Americas, Inc.	ViaSat Inc	Standard Purchase Order
3696	NewCom International, Inc.	Viasat Inc	Master Services Agreement
3697	NewCom International, Inc.	Viasat Inc	2 Contracts: 1. MSA (undated, executed by CP 5/2/2019, Effective Date 1/01/2019, Evergreen); 2. NDA (dated 12/11/2018, fully executed (no dates), Expires 11/11/2020)
3698	Speedcast Cyprus Ltd.	VICTORIA OCEANWAY LTD	Contract with VICTORIA OCEANWAY LTD
3699	SpeedCast Limited	Viking Innovations (Cyprus) Ltd	Service order for activation of 2 way telecommunication services. Document contains 3 copies, the first one containing activation fee amount.
3700	Speedcast Cyprus Ltd.	VIRONO UNION MARITIME SA	Contract with VIRONO UNION MARITIME SA

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Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
3701	NewCom International, Inc.	Vitacom De Colombia SAS	Purchase Order for satellite services.
3702	NewCom International, Inc.	Vitacom De Colombia SAS	Service Agreement for iDirect Evolution Contingency Ku Band services.
3703	Speedcast Cyprus Ltd.	VMS NAITILIAKI PLIOPHORIAKI AE	Contract with VMS NAYTILIAKH ΠΛΗΡΟΦΟΡΙΑKH AE
3704	SpeedCast Limited	VOCUS	Quote for Provision of Products, Services and Installations
3705	SpeedCast Australia Pty Limited	VOCUS Communications	Broadband Internet and VoIP Service Application Form
3706	SpeedCast Australia Pty Limited	Vocus Communications Pty Ltd	Service Order for Activation
3707	SpeedCast Australia Pty Limited	VOCUS PTY LIMITED ACN 127 842 853	Reciprical Master Services Agreement
3708	SpeedCast Australia Pty Limited	Vodafone Enterprises Australia Pty Ltd	Purchase Order
3709	SpeedCast Australia Pty Limited	Vodafone Fiji Limited	Agreement for Telephony Termination Services
3710	Globecomm Europe B.V.	VOF Bakker en van Urk	Equipment Order Form: installation and configuration of antenna.
3711	Globecomm Europe B.V.	VOF Bakker en van Urk	Service Order for VSAT services.
3712	SpeedCast Netherlands B.V.	VOXBONE SA/NV	Authorisation for number portability - Seven Sins 52M
3713	Speedcast Cyprus Ltd.	Voyager IP	Contract with Voyager IP
3714	SpeedCast Australia Pty Limited	Voyages Indigenous Tourism Australia Pty Ltd	Credit Application
3715	SpeedCast Limited	VROON	Commissioning Report
3716	SpeedCast Netherlands B.V.	Vroon B.V. (Company Registration No 21001755)	Master Services Agreement Execution Version 24.7.2015.
3717	SpeedCast Netherlands B.V.	Vroon Offshore Services B.V.	Service Order for an upgrade to a Regional Dedicated Airtime Plan and hardware.
3718	SpeedCast Netherlands B.V.	Vroon Offshore Services B.V.	Service Order for the renewal of a Regional Dedicated Airtime Plan and hardware.
3719	SpeedCast Netherlands B.V.	Vroon Offshore Services B.V.	Service Order for the upgrade of a Regional Dedicated Airtime Plan and hardware.
3720	SpeedCast Netherlands B.V.	Vroon Offshore Services B.V.	Service order for the renewal of a Regional Dedicated Airtime Plan and hardware.
3721	SpeedCast Netherlands B.V.	Vroon Offshore Services B.V.	Service order for the renewal of a Regional Dedicated Airtime Plan and hardware.
3722	SpeedCast Netherlands B.V.	Vroon Offshore Services B.V.	Service order for the upgrade of a Regional Dedicated Airtime Plan and hardware.
3723	SpeedCast Netherlands B.V.	Vroon Offshore Services B.V.	Service Order for an upgrade to a Regional Dedicated Airtime Plan and hardware.
3724	SpeedCast Netherlands B.V.	Vroon Offshore Services B.V.	Service Order for the renewal of a Regional Dedicated Airtime Plan and hardware.
3725	SpeedCast Netherlands B.V.	Vroon Offshore Services B.V.	Text documents stating that Project Sites "VOS Star" and "VOS Sugar" are active.
3726	SpeedCast Netherlands B.V.	VT Group	Speedcast Service Order
3727	Speedcast Cyprus Ltd.	VULCANUS TECHNICAL MARITIME ENTERPRISES SA	Contract with VULCANUS TECHNICAL MARITIME ENTERPRISES SA

Exhibit E-3

Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
3728	Speedcast Cyprus Ltd.	W.E.M. LINES S.A	Contract with W.E.M. LINES S.A
3729	SpeedCast Australia Pty Limited	Wafi Golpu Joint Venture	Service Order for Satellite Bandwidth services.
3730	SpeedCast Australia Pty Limited	Wafi Golpu Joint Venture obo Wafi Golpu Services Limited acting as opertaor	Purchase Order for satellite services.
3731	SpeedCast Australia Pty Limited	Wafi-Golpu Services Limited (Company Registration No 1-63562)	Master Services Agreement
3732	SpeedCast Australia Pty Limited	Wafi-Golpu Services Limited (Company Registration No 1-63562)	Master Services Agreement
3733	Globecom Europe B.V.	Wagenaar Wegbebakening	Order for wireless outdoor access points, cables and installation charges
3734	SpeedCast Communications, Inc.	Warrior Energy Service Corp	Contract with Warrior Energy Service Corp
3735	SpeedCast Australia Pty Limited	Water Corporation (ABN 28 003 434 917)	Purchase Order for Internet Service
3736	SpeedCast Limited	We Are It Philippines, Inc.	6 x Service orders for the activation of a bandwidth plan.
3737	SpeedCast Limited	We Are IT Phillipines	Service Order
3738	SpeedCast Limited	We Are IT Phillipines Inc.	Service Order
3739	SpeedCast Singapore Pte. Ltd.	Welltech Marine Pte Ltd	Airtime Plan Service Order
3740	SpeedCast Singapore Pte. Ltd.	Welltech Marine Pte Ltd	Airtime Plan Service Order - Renewal
3741	SpeedCast Singapore Pte. Ltd.	Welltech Marine Pte Ltd	Proposal cum Contract between Welltech Marine Ltd & Speedcast Singapore Pte Ltd for Ku + MSS Services
3742	Speedcast Cyprus Ltd.	Wenham (Overseas) Ltd	Contract with Wenham (Overseas) Ltd
3743	SpeedCast Norway AS	West Hercules	Contract with West Hercules
3744	SpeedCast Norway AS	West Mira	COMMUNICATIONS SERVICE PROPOSAL
3745	Speedcast Cyprus Ltd.	WHITE WAVE HELLAS SHIPPING SOLE MEMBERS LTD	Contract with WHITE WAVE HELLAS SHIPPING SOLE MEMBERS LTD
3746	Speedcast Cyprus Ltd.	WHITECAP LIMITED	Contract with WHITECAP LIMITED
3747	Speedcast Cyprus Ltd.	WHITEFISH SHIPPING CO. LIMITED	Contract with WHITEFISH SHIPPING CO. LIMITED
3748	Speedcast Cyprus Ltd.	Wilhelmsen Ship Management	Contract with Wilhelmsen Ship Management
3749	SpeedCast Communications, Inc.	Williams	Satellite Telecommunications Services Proposal for SCPC VSAT Services
3750	CapRock Communications Pte. Ltd.	Williams Energy Solutions	MASTER SERVICES AGREEMENT
3751	SpeedCast Communications, Inc.	Williams Energy Solutions	Purchase Order
3752	SpeedCast Communications, Inc.	Williams Energy Solutions	telecommunication solution proposal
3753	SpeedCast Communications, Inc.	Williams Information Technology	Contract with Williams Information Technology
3754	SpeedCast International Limited	WIT	Agreement for the provision of VSAT Services (SCPC)
3755	Hermes Datacommunications International Limited	Wood Group Management Service Ltd	Contract for the provision of services
3756	SpeedCast Communications, Inc.	Wood Group Mustang, Inc.	Purchase order for Kiewit Offshore Services, Ltd's offshore and onshore purposes for Project Peregrino II WHP-C.
3757	SpeedCast Communications, Inc.	Wood Group Mustang, Inc.	Purchase order for Kiewit Offshore Services, Ltd's offshore and onshore purposes for Project Peregrino II WHP-C.

Exhibit E-3

Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
3758	SpeedCast Communications, Inc.	Wood Group Mustang, Inc.	Purchase order for Kiewit Offshore Services, Ltd's offshore and onshore purposes for Project Peregrino II WHP-C.
3759	SpeedCast Communications, Inc.	Wood Group Mustang, Inc.	Purchase order for Kiewit Offshore Services, Ltd's offshore and onshore purposes for Project Peregrino II WHP-C.
3760	SpeedCast Communications, Inc.	Wood Group Mustang, Inc.	Purchase order for Kiewit Offshore Services, Ltd's offshore and onshore purposes for Project Peregrino II WHP-C.
3761	CapRock UK Limited	Wood Group PSN Ltd	Service proposal for VPN service.
3762	CapRock UK Limited	Wood Group UK Limited	Purchase order for satellite services.
3763	CapRock Communications (Australia) Pty Ltd	Woodside Burrup Pty Ltd	Purchase Order
3764	CapRock Communications (Australia) Pty Ltd	Woodside Energy Limited	Budgetary Proposal - Pluto Water Handling - Feed Horn and BUC fan
3765	CapRock Communications (Australia) Pty Ltd	Woodside Energy Limited	Purchase Order
3766	CapRock Communications (Australia) Pty Ltd	Woodside Energy Limited	Purchase Order
3767	CapRock Communications (Australia) Pty Ltd	Woodside Energy Limited	Budgetary Proposal - Nguyima Yin - Quote for Spares
3768	CapRock Communications (Australia) Pty Ltd	Woodside Energy Limited	Budgetary Proposal - Woodside Spares - Waveguides for 60W BUCs
3769	CapRock Communications (Australia) Pty Ltd	Woodside Energy Limited	Official Proposal Quote for Nguyima Yin - Attendance quote
3770	CapRock Communications (Australia) Pty Ltd	Woodside Energy Limited	Purchase Order
3771	CapRock Communications (Australia) Pty Ltd	Woodside Energy Limited	Budgetary Proposal - Pluto Water Handling - Offshore Attendance for Troubleshooting
3772	CapRock Communications (Australia) Pty Ltd	Woodside Energy Ltd	Email for NRB VSAT feed horn
3773	CapRock Communications (Australia) Pty Ltd	Woodside Energy Ltd	Contract with Woodside Energy Ltd
3774	CapRock Communications (Australia) Pty Ltd	Woodside Energy Ltd	Emergency Purchase Order
3775	CapRock Communications (Australia) Pty Ltd	Woodside Energy Ltd	Purchase Order for Speedcast Services
3776	CapRock Communications (Australia) Pty Ltd	Woodside Energy Ltd	Purchase Order
3777	CapRock Communications (Australia) Pty Ltd	Woodside Energy Ltd (ABN 20120237416)	Purchase Order
3778	CapRock Communications (Australia) Pty Ltd	Woodside Energy Ltd (ABN 63 005 482 986)	Budgetary Proposal - Pluto Water Handling - Bandwidth Upgrade
3779	CapRock Communications (Australia) Pty Ltd	Woodside Energy Ltd (ABN 63 005 482 986)	IT Services Agreement - Satellite Services
3780	CapRock Communications (Australia) Pty Ltd	Woodside Energy Ltd (ABN 63 005 482 986)	Official Proposal Quote for Woodside - Nguyima Yin Bandwidth upgrades
3781	CapRock Communications (Australia) Pty Ltd	Woodside Energy Ltd (ABN 63 005 482 986)	Official Proposal Quote for Woodside - NRB Bandwidth upgrades
3782	CapRock Communications (Australia) Pty Ltd	Woodside Energy Ltd (ABN 63 005 482 986)	Official Proposal Quote for Woodside - NRC Bandwidth upgrades
3783	CapRock Communications (Australia) Pty Ltd	Woodside Energy Ltd (ACN 005482986)	Notice to extend the term of Contract
3784	Speedcast Cyprus Ltd.	WORLD CARRIER CORP	Contract with WORLD CARRIER CORP
3785	Speedcast Cyprus Ltd.	WORLD MANAGEMENT INC	Contract with WORLD MANAGEMENT INC
3786	Globecomm Europe B.V.	Xtralink	GiD Service Order between GlobeComm and Xtralink

Exhibit E-3

Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
3787	Globecomm Europe B.V.	Yacht Atalante I	Email requesting reactivation of iridium line
3788	NewCom International, Inc.	Yacom S.A.S	Contract for the provision of satellite telecommunications services.
3789	Telaurs Communications LLC	Yango Satellite Commuincations	Contract with Yango Satellite Commuincations
3790	Speedcast Cyprus Ltd.	YANGO SATELLITE COMMUNNICATIONS LTD	Contract with YANGO SATELLITE COMMUNNICATIONS LTD
3791	Globecomm Europe B.V.	YASA GEMI ISLETMECILIGI VE TICARET AS	Master service agreement to provide communication equipment and services
3792	Globecomm Europe B.V.	YASA GEMI ISLETMECILIGI VE TICARET AS	Contract with YASA GEMI ISLETMECILIGI VE TICARET AS
3793	Globecomm Europe B.V.	YASA TANKER ISLETMECILIGI AS	Master service agreement to provide communication equipment and services
3794	Globecomm Europe B.V.	YASA TANKER ISLETMECILIGI AS	Contract with YASA TANKER ISLETMECILIGI AS
3795	SpeedCast Australia Pty Limited	Yayasan Helivida, Indonesia	Service Order Speedcast 2-Way Service - Renewal
3796	SpeedCast Australia Pty Limited	Yayasan Helivida, Indonesia	Master Services Agreement
3797	SpeedCast Australia Pty Limited	Yayasan Jasa Aviiasi Indonesia (YAJASI)	Service order speedcast 2-way service, renewal of telecommunication services
3798	SpeedCast Singapore Pte. Ltd.	Yellow Marine Co Ltd	Inmarsat FleetBroadband Airtime Service Application
3799	Speedcast Cyprus Ltd.	Z.&G HALCOUSSIS CO LTD	Contract with Z.&G HALCOUSSIS CO LTD
3800	Speedcast Cyprus Ltd.	Z.&G HALCOUSSIS CO LTD LIBERIA	Contract with Z.&G HALCOUSSIS CO LTD LIBERIA
3801	SpeedCast Netherlands B.V.	Zaanborg B.V.	Speedcast Service Order
3802	Speedcast Cyprus Ltd.	ZAKYNTHOS SHIPPING CORPORATION	Contract with ZAKYNTHOS SHIPPING CORPORATION
3803	SpeedCast Singapore Pte. Ltd.	Zeaborn Ship Management (Singapore) Pte Ltd	Implementation Request Form
3804	SpeedCast Singapore Pte. Ltd.	Zeaborn Ship Management (Singapore) Pte Ltd (on behalf of owners)	Proposal cum Contract for the provision of Seacast Ku and MSS Services including satellite bandwidth and VSAT hardware for 14 vessels.
3805	Speedcast Cyprus Ltd.	ZEABORN Ship Management GmbH & Cie. KG	Contract with ZEABORN Ship Management GmbH & Cie. KG
3806	Globecomm Network Services Corporation	Zeaborn Ship Mgmt Schiffahrt	Contract with Zeaborn Ship Mgmt Schiffahrt
3807	Globecomm Europe B.V.	Zeevisserijbedrijf De Ridder B.V.	Order form
3808	Globecomm Europe B.V.	Zeevisserijbedrijf Nentjes B.V.	Executed Annexure 1 Order Form for Standard Plan for i-Direct Regional Network and Modem iDirect X7.
3809	Speedcast Cyprus Ltd.	ZEKO MARITIME SA	Contract with ZEKO MARITIME SA
3810	SpeedCast Limited	Zhu Hai Shi Ke Lan Dian Zi Company Limited	Service Order for Global Coverage Airtime Plan and Hardware
3811	SpeedCast Limited	Zhu Hai Shi Ke Lan Dian Zi Company Limited	Service Order for Global Coverage Airtime Plan and Hardware.
3812	Speedcast Cyprus Ltd.	ZIM INTEGRATED SHIPPING SERVICES	Contract with ZIM INTEGRATED SHIPPING SERVICES
3813	SpeedCast Netherlands B.V.	Ziton A/S	Purchase Order for Internet Connectivity

Exhibit E-3

Schedule of Assumed Contracts and Leases

Customers

Item	Debtor	Contract Counterparty	Contract Description
3814	SpeedCast Netherlands B.V.	Ziton A/S	Purchase Order for Monthly Satellite Comms
3815	SpeedCast Netherlands B.V.	Ziton A/S	Speedcast Service Order

Exhibit E-4Schedule of Assumed Contracts and Leases
Employment Contracts

The Debtors intend to assume all employment agreements, offer letters, or award letters to which the Debtors are a party except as specifically set out below.

Item	Debtor	Contract Counterparty	Contract Description
1	SpeedCast Communications, Inc.	Employee 1	Employment Contract
2	SpeedCast Communications, Inc.	Employee 2	Employment Contract
3	Speedcast Cyprus Ltd.	Employee 3	Employment Contract
4	SpeedCast Limited	Employee 4	Employment Contract
5	SpeedCast Limited	Employee 5	Employment Contract

Exhibit F

Restructuring Steps Memorandum

Restructuring Steps Memorandum

Capitalized terms used but not otherwise defined herein shall have the meanings as given to them in the *Amended and Restated Equity Commitment Agreement* (“ECA”) dated October 10, 2020 and the *Second Amended Joint Chapter 11 Plan of Speedcast International Limited and its Debtor Affiliates* (the “Plan”), dated November 25, 2020 and, in each case, as may be altered, amended, modified, or supplemented from time to time.

On or Before the Effective Date:

Step 1 – Speedcast International Limited (“SIL”) subscribes for shares in Speedcast UK Holdings Limited in exchange for an intercompany payable in an amount of \$64.9M and such intercompany payable is then offset against the \$64.9M loan Speedcast UK Holdings Limited owes to SIL.

Step 2 – SIL contributes its \$50.5M loan receivable from Speedcast Limited to Speedcast Limited in exchange for additional stock.

Step 3 – Speedcast Group Holdings Pty Ltd (“SGH”) transfers the stock of Speedcast Americas, Inc. (“SAI”) to SIL in exchange for consideration in an amount to be determined between the Debtors and the Plan Sponsor.

- In addition, SGH may (i) contribute its non-debtor subsidiaries to Speedcast Australia Pty Ltd. (“Speedcast Australia”) or another Debtor subsidiary of SGH and, then, (ii) transfer the stock of each Debtor subsidiary to SIL in exchange for consideration in an amount to be determined between the Debtors and the Plan Sponsor.
- At the Plan Sponsor’s request, SGH will elect to be treated as disregarded from SIL for U.S. federal income tax purposes, with an effective date on or before December 31, 2020.
- SGH may also take such other steps as are necessary under Australian law to exit the deed of cross guarantee with its other Australian Debtor affiliates.

On the Effective Date:

Step 4 –

- (i) A successor entity acting as the parent of the reorganized Company Group Entities (“New Speedcast Parent”) issues on the Plan Effective Date new common equity interests (“Direct Investment Shares”) to Centerbridge Capital Partners III, L.P. and Centerbridge Capital Partners SBS III, L.P. (the “Commitment Parties”) in exchange for an aggregate investment of not less than \$500M;
- (ii) New Speedcast Parent forms a new Australian company that is disregarded from New Speedcast Parent (“Australian Holdco”) for U.S. federal income tax purposes; and
- (iii) Australian Holdco forms a new Australian company that is disregarded from Australian Holdco (“Australian Co.”) for U.S. federal income tax purposes.

Step 5 – SIL contributes \$313.5M of receivables from SAI to SAI as a capital contribution.

- Step must occur simultaneously with step 6.

Step 6 –SIL transfers

- (i) the stock of SGH and each of its Australian subsidiaries to Australian Co.; and
 - (ii) all of the stock of its non-Australian subsidiaries, including SAI, and any other assets to New Speedcast Parent
- in the case of (i) and (ii), for cash in an amount to be determined between the Debtors and the Plan Sponsor.

- SIL exits the deed of cross guarantee with SGH (and its other Australian subsidiaries).
- Step must occur simultaneously with step 5.

Step 7 – New Speedcast Parent contributes cash or loans cash to SAI and any other subsidiary that must settle (i) a Syndicated Facility Secured Claim or (ii) an Allowed Unsecured Trade Claim.

Step 8 – SAI transfers cash or loans cash to Speedcast Communications, Inc. (“Comms”).

- Note that New Speedcast Parent may contribute or loan the cash directly to Comms.

Step 9 –

- (i) SIL and any subsidiary that must settle a Syndicated Facility Secured Claim distribute cash to holders of Syndicated Facility Secured Claims in satisfaction of the Syndicated Facility Secured Claims;
 - (ii) Comms distributes cash in repayment of the Replacement DIP Facility;
 - (iii) each holder of an Allowed Unsecured Trade Claim receives its Pro Rata share of the Trade Claim Cash Amount; and
 - (iv) each holder of an Other Unsecured Claim (including each holder of a Syndicated Facility Deficiency Claim) receives its Pro Rata share of an interest in the net proceeds of the Litigation Trust.
- Note that, as referenced in the Plan, the Debtors may, at the direction of the Plan Sponsor, take any other steps (including, but not limited to, dissolution of entities, contribution or distribution of assets) as may be deemed necessary to effectuate the Plan so long as such steps do not contravene any other provision of the Plan.

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

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

**NOTICE OF FILING OF
SECOND AMENDED JOINT CHAPTER 11 PLAN OF
SPEEDCAST INTERNATIONAL LIMITED AND ITS DEBTOR AFFILIATES**

PLEASE TAKE NOTICE THAT:

1. On November 3, 2020, SpeedCast International Limited and its debtor affiliates, as debtors and debtors in possession (collectively, the “**Debtors**”), filed the *Notice of Filing of Solicitation Version of Disclosure Statement for Amended Joint Chapter 11 Plan of Speedcast International Limited and its Debtor Affiliates* (Docket No. 899), which attached as Exhibit A the *Disclosure Statement for Amended Joint Chapter 11 Plan of SpeedCast International Limited and its Debtor Affiliates* (the “**Disclosure Statement**”).

2. The solicitation version of the *Amended Joint Chapter 11 Plan of SpeedCast International Limited and its Debtor Affiliates* (the “**Solicitation Plan**”) is attached as Exhibit A to the Disclosure Statement.

3. The *Second Amended Joint Chapter 11 Plan of SpeedCast International Limited and its Debtor Affiliates* (the “**Revised Plan**”) is attached hereto as **Exhibit A**.

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



4. A redline of the changed pages of the Revised Plan to the Solicitation Plan is attached hereto as **Exhibit B**.

[Remainder of page intentionally left blank]

Dated: November 25, 2020
Houston, Texas

Respectfully submitted,

/s/ Alfredo R. Pérez

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Certificate of Service

I hereby certify that on November 25, 2020, a true and correct copy of the foregoing document was served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Alfredo R. Pérez

Alfredo R. Pérez

Exhibit A

Revised Plan

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

In re: SPEEDCAST INTERNATIONAL LIMITED, et al., Debtors.¹	§ § § § § § § §	Chapter 11 Case No. 20-32243 (MI) (Jointly Administered)
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**SECOND AMENDED JOINT CHAPTER 11 PLAN OF
SPEEDCAST INTERNATIONAL LIMITED AND ITS DEBTOR AFFILIATES**

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Dated: November 25, 2020
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¹ A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <http://www.kccllc.net/speedcast>. The Debtors' service address for the purposes of these chapter 11 cases is 4400 S. Sam Houston Parkway East, Houston, Texas 77048.

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Each of SpeedCast International Limited; CapRock Communications (Australia) Pty Ltd; CapRock Communications Pte. Ltd.; CapRock Comunicações do Brasil Ltda.; CapRock Participações do Brasil Ltda.; CapRock UK Limited; CCI Services Corp.; Cosmos Holdings Acquisition Corp.; Evolution Communications Group Limited; Globecom Europe B.V.; Globecom Network Services Corporation; HCT Acquisition, LLC; Hermes Datacommunications International Limited; Maritime Communication Services, Inc.; NewCom International, Inc.; Oceanic Broadband Solutions Pty Ltd; Satellite Communications Australia Pty Ltd; SpaceLink Systems II, LLC; SpaceLink Systems, LLC; SpeedCast Americas, Inc.; SpeedCast Australia Pty Limited; Speedcast Canada Limited; SpeedCast Communications, Inc.; Speedcast Cyprus Ltd.; SpeedCast France SAS; SpeedCast Group Holdings Pty Ltd; SpeedCast Limited; SpeedCast Managed Services Pty Limited; SpeedCast Netherlands B.V.; SpeedCast Norway AS; SpeedCast Singapore Pte. Ltd.; SpeedCast UK Holdings Limited; Telaurus Communications LLC (each, a “**Debtor**” and collectively, the “**Debtors**”) proposes the following joint chapter 11 plan of reorganization pursuant to section 1121(a) of the Bankruptcy Code. Capitalized terms used herein shall have the meanings set forth in section 1.1 below.

ARTICLE I. DEFINITIONS AND INTERPRETATION.

1.1 *Definitions.*

The following terms shall have the respective meanings specified below:

Administrative Expense Claim means any Claim against a Debtor for costs and expenses of administration of the Chapter 11 Cases pursuant to sections 327, 328, 330, 365, 503(b), 507(a)(2), or 507(b) of the Bankruptcy Code, including, (i) the actual and necessary costs and expenses incurred on or after the Petition Date and through the Effective Date of preserving the Estates, operating the businesses of the Debtors, or implementing any pre-Effective Date Restructuring Transactions, (ii) Allowed Fee Claims, and (iii) Restructuring Expenses.

Allowed means, (a) with respect to any Claim, (i) any Claim, proof of which was timely and properly filed, arising on or before the Effective Date that is not Disputed, (ii) any Claim that is listed in the Schedules as not contingent, not unliquidated, and/or not disputed, and for which no contrary proof of claim has been filed, (iii) any Claim that is compromised, settled, or otherwise resolved pursuant to the authority of the Debtors or Reorganized Debtors in a Final Order, (iv) any Claim expressly allowed by a Final Order, (v) following the Effective Date, with respect to (A) Unsecured Trade Claims and (B) Other Unsecured Claims, any Claim that may otherwise be determined by the Reorganized Debtors, (vi) any Claim expressly allowed under this Plan, and (vii) any Administrative Expense Claim (A) that was incurred by a Debtor in the ordinary course of business before the Effective Date to the extent due and owing without defense, offset, recoupment, or counterclaim of any kind, and (B) that is not otherwise Disputed, and (b) with respect to any Interest, such interest is reflected in the stock transfer ledger or similar register of any of the Debtors on the Distribution Record Date and is not subject to any objection or challenge. If a Claim is Allowed only in part, any provisions hereunder with respect to Allowed Claims are applicable solely to the Allowed portion of such Claim. Notwithstanding the foregoing, unless expressly waived herein, the Allowed amount of Claims or Interests shall be subject to and shall not exceed the limitations or maximum amounts permitted by the

Bankruptcy Code, including sections 502 or 503 of the Bankruptcy Code, to the extent applicable.

Allowed SFA Secured Claim Amount means the portion of the Direct Investment Amount attributable to the Syndicated Facility Secured Claim, which shall be \$150,000,000 or such greater amount as determined pursuant to the Plan Sponsor Selection Process and indicated in the Plan Supplement.

Amended By-Laws means, with respect to a Reorganized Debtor, such Reorganized Debtor's amended or amended and restated by-laws (including any articles of association, operating agreement, limited liability company agreement, partnership agreement or similar constitutional document, if any, required under the laws of such Reorganized Debtor's jurisdiction of organization), or similar document, as applicable, in form and substance acceptable to the Plan Sponsor, a substantially final form of which shall be included in the Plan Supplement, to the extent such document contains material changes to the existing document.

Amended Certificate of Incorporation means, with respect to a Reorganized Debtor, such Reorganized Debtor's amended or amended and restated certificate of incorporation (including any memorandum of association or similar constitutional document, if any, required under the laws of such Reorganized Debtor's jurisdiction of organization), or similar document, as applicable, in form and substance acceptable to the Plan Sponsor, a substantially final form of which shall be included in the Plan Supplement, to the extent such document contains material changes to the existing document.

Amended Organizational Documents means, with respect to any Reorganized Debtor, the Amended By-Laws and Amended Certificate of Incorporation.

Asset means all of the rights, title, and interests of a Debtor in and to property of whatever type or nature, including real, personal, mixed, intellectual, tangible, and intangible property.

ASX means ASX Limited or the market operated by it, as the context requires.

Avoidance Action means any action commenced, or that may be commenced, before or after the Effective Date pursuant to chapter 5 of the Bankruptcy Code, including sections 544, 547, 548, 549, 550, or 551.

Australian Administrator means, solely with respect to Speedcast Parent, one or more Person(s) appointed, if applicable, by the board of directors of the Speedcast Parent to serve as voluntary administrator with respect to the Speedcast Parent Administration.

Australian Deed Administrator means, solely with respect to Speedcast Parent, one or more Person(s) appointed, if applicable, under the terms of a Deed of Company Arrangement to serve as deed administrator to implement the terms of the Deed of Company Arrangement.

Australian Liquidator means, solely with respect to the Speedcast Parent, any liquidator who implements the winding down, liquidation, or dissolution of Speedcast Parent, as

may be required or prudent to implement this Plan or the Restructuring Transactions under the laws of Australia.

Bankruptcy Code means title 11 of the United States Code, as amended from time to time, as applicable to these Chapter 11 Cases.

Bankruptcy Court means the United States Bankruptcy Court for the Southern District of Texas having jurisdiction over the Chapter 11 Cases and, to the extent of any reference made under section 157 of title 28 of the United States Code or if the Bankruptcy Court is determined not to have authority to enter a Final Order on an issue, the unit of such District Court having jurisdiction over the Chapter 11 Cases under section 151 of title 28 of the United States Code.

Bankruptcy Rules means the Federal Rules of Bankruptcy Procedure as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code and any local rules of the Bankruptcy Court, in each case, as amended from time to time and applicable to the Chapter 11 Cases.

Business Day means any day other than a Saturday, a Sunday, or a “legal holiday” (as defined in Bankruptcy Rule 9006(a)).

CACIB means Credit Agricole Corporate and Investment Bank.

CACIB Settlement Agreement means the Settlement Agreement (Docket No. 680-1), which was subsequently approved by the CACIB Settlement Order.

CACIB Settlement Order means the *Order (I) Authorizing and Approving the Settlement by and among the Debtors, Credit Agricole Corporate and Investment Bank and Certain Lender Parties, and (II) Granting Related Relief* (Docket No. 784).

Cash means the legal tender of the United States of America or the equivalent thereof, including bank deposits, checks, and cash equivalents, as applicable.

Cause of Action means any action, claim, cross-claim, third-party claim, cause of action, controversy, dispute, demand, right, lien, indemnity, contribution, guaranty, suit, obligation, liability, loss, debt, fee or expense, damage, interest, judgment, cost, account, defense, remedy, recovery, offset, power, privilege, proceeding, license, and franchise of any kind or character whatsoever, known, unknown, foreseen or unforeseen, existing or hereafter arising, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, direct or indirect, choate or inchoate, secured or unsecured, assertable directly or derivatively (including any alter ego theories), whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity, or pursuant to any other theory of law. For the avoidance of doubt, Cause of Action also includes: (i) any right of setoff, counterclaim, or recoupment and any claim for breach of contract or for breach of duties imposed by law or in equity; (ii) the right to object to Claims or Interests; (iii) any claim pursuant to section 362 or chapter 5 of the Bankruptcy Code; (iv) any claim or defense including fraud, mistake, duress, and usury and any other defenses set forth in section 558 of the

Bankruptcy Code; and (v) any claims under any state or foreign law, including any fraudulent transfer or similar claims.

Chapter 11 Case means, with respect to a Debtor, such Debtor's case under chapter 11 of the Bankruptcy Code commenced on April 23, 2020 in the Bankruptcy Court, jointly administered with all other Debtors' cases under chapter 11 of the Bankruptcy Code, and styled *In re SpeedCast International Limited, et al.*, Ch. 11 Case No. 20-32243 (MI).

Claim means a "claim" as defined in section 101(5) of the Bankruptcy Code, as against any Debtor.

Claims Register means the register of proofs of Claim maintained by Kurtzman Carson Consultants LLC in the Chapter 11 Cases.

Class means any group of Claims or Interests classified under the Plan pursuant to section 1122(a) of the Bankruptcy Code.

Collateral means any Asset of an Estate that is subject to a validly existing Lien securing the payment or performance of a Claim, which Lien is valid and has not been avoided under the Bankruptcy Code or applicable nonbankruptcy law.

Confirmation Date means the date on which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Cases within the meaning of Bankruptcy Rules 5003 and 9021.

Confirmation Hearing means the hearing to be held by the Bankruptcy Court regarding confirmation of this Plan and the Disclosure Statement pursuant to Bankruptcy Rule 3020(b)(2) and Section 1128 of the Bankruptcy Code, as such hearing may be adjourned or continued from time to time.

Confirmation Order means the order of the Bankruptcy Court, together with all exhibits, appendices, supplements, and related documents (i) approving the Disclosure Statement on a final basis pursuant to sections 1125 and 1126(b), and (ii) confirming this Plan pursuant to section 1129 of the Bankruptcy Code, which order shall be in form and substance reasonably satisfactory to the Plan Sponsor and the Creditors' Committee.

Corporate Restructuring means the reorganization of the Speedcast Entities' corporate structure to be implemented on or prior to the Effective Date as described in (and subject to the terms of) the Plan Sponsor Agreement, or, if not described therein, in the Plan Supplement, subject to the reasonable consent of the Plan Sponsor.

Corporate Restructuring Steps means the steps to be carried out to effectuate the Corporate Restructuring in accordance with the Plan and the Plan Sponsor Agreement and as set forth in the Plan Supplement on terms consistent in all material respects with the Plan Sponsor Agreement and this Plan, subject to the reasonable consent of the Plan Sponsor.

Corporations Act means the *Corporations Act 2001* (Cth).

Creditors' Committee means the official committee of unsecured creditors of the Debtors appointed by the U.S. Trustee in the Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code, as set forth in that certain *Verified Statement of Official Committee of Unsecured Creditors Pursuant to Bankruptcy Rule 2019* that was filed on the docket in the Chapter 11 Cases (Docket No. 506), as the composition thereof may change from time to time.

Cure Amount means the payment of Cash or the distribution of other property (as the parties may agree or the Bankruptcy Court may order) as necessary (a) to cure a monetary default by the Debtors in accordance with the terms of an executory contract or unexpired lease of the Debtors under section 365(b)(1)(A) of the Bankruptcy Code and (b) to permit the Debtors to assume such executory contract or unexpired lease under section 365(a) of the Bankruptcy Code.

Cure Dispute means a pending objection regarding assumption, cure, “adequate assurance of future performance” (within the meaning of section 365 of the Bankruptcy Code), or other issues related to assumption of an executory contract or unexpired lease.

Cure Notice means a notice of a proposed Cure Amount to be paid in connection with an executory contract or unexpired lease to be assumed or assumed and assigned under the Plan pursuant to section 365 of the Bankruptcy Code, which notice shall include (i) procedures for objecting to proposed assumptions or assumptions and assignments of executory contracts and unexpired leases, (ii) any Cure Amount to be paid in connection therewith, and (iii) procedures for resolution by the Bankruptcy Court of any related disputes.

Debtor(s) has the meaning set forth in the introductory paragraph of this Plan.

Debtor in Possession means, with respect to a Debtor, that Debtor in its capacity as a debtor in possession pursuant to sections 1101, 1107(a), and 1108 of the Bankruptcy Code.

Deed of Company Arrangement means, as may be required or prudent to implement this Plan or the Restructuring Transactions under the laws of Australia, a deed of company arrangement in respect of the Speedcast Parent proposed under Part 5.3A of the Corporations Act to give effect to the Plan and the Restructuring Transactions, if applicable.

DIP Agent means Belward Holdings, LLC, or its successor, in its capacity as administrative agent, collateral agent, and security trustee under the DIP Facility.

DIP Claim means all Claims held by DIP Lenders on account of, arising under, or relating to the DIP Credit Agreement, the DIP Facility, or the DIP Orders, including Claims for all principal amounts outstanding, interest, reasonable and documented fees, expenses, costs, and other charges of the DIP Lenders, which, for the avoidance of doubt, shall include all “DIP Obligations” as such term is defined in the DIP Orders.

DIP Credit Agreement means that certain Senior Secured Superpriority Debtor-in-Possession Term Loan Credit Agreement, dated as of September 30, 2020 by and among Speedcast Parent, SpeedCast Communications, Inc., the lenders named therein, and the DIP Agent, as the same may be amended, restated, supplemented, refinanced, replaced, or otherwise modified from time to time in accordance with the terms thereof.

DIP Documents means the “DIP Documents” as defined in the Final DIP Order.

DIP Facility means that certain debtor-in-possession financing facility provided by the DIP Lenders made available pursuant to the terms of the DIP Credit Agreement.

DIP Lenders means the lenders from time to time party to the DIP Credit Agreement.

DIP Orders means, collectively, the (i) *Interim Order (I) Authorizing Debtors to (A) Refinance Their Postpetition Financing Obligations and (B) Use Cash Collateral, (II) Amending the Interim and Final Orders, and (III) Granting Related Relief* (Docket No. 724), and (ii) the Final DIP Order.

Direct Investment means the purchase by the Plan Sponsor of New Equity Interests for the Direct Investment Amount in accordance with the Plan Sponsor Agreement.

Direct Investment Amount means the aggregate purchase price of not less than \$500,000,000 set forth in the Plan Sponsor Agreement.

Disallowed means, with respect to any Claim or Interest, that such Claim or Interest has been determined by a Final Order or specified in a provision of this Plan not to be Allowed.

Disbursing Agent means any Entity in its capacity as a disbursing agent under Section 6.6 hereof (including any Debtor, any Reorganized Debtor, or the Syndicated Facility Agent that acts in such a capacity); *provided*, that with respect to distributions to the Litigation Trust Beneficiaries, the Litigation Trustee shall distribute the Litigation Trust Proceeds as and when provided for in the Litigation Trust Agreement.

Disclosure Statement means the disclosure statement for this Plan, including all exhibits, schedules, supplements, modifications, amendments, and annexes thereto, each as amended, supplemented or modified from time to time, which is prepared and distributed in accordance with sections 1125, 1126(b), or 1145 of the Bankruptcy Code, Bankruptcy Rules 3016 and 3018, or other applicable law, which disclosure statement shall be in form and substance reasonably acceptable to the Plan Sponsor and the Creditors’ Committee.

Disputed means, with respect to a Claim, (i) any Claim which is disputed under Section 7.1 of this Plan or as to which any party in interest has interposed and not withdrawn an objection or request for estimation (pursuant to Section 7.3 of this Plan or otherwise) that has not been determined by a Final Order, (ii) any Claim, proof of which was required to be filed by order of the Bankruptcy Court but as to which a proof of Claim was not timely or properly filed, (iii) any Claim that is listed in the Schedules as unliquidated, contingent, or disputed, or (iv) any Claim that is otherwise disputed by any party in interest in accordance with applicable law or contract, which dispute has not been withdrawn, resolved, or overruled by a Final Order.

Dissolving Debtors means, collectively, HCT Acquisition, LLC and Cosmos Holdings Acquisition Corp.

Distribution Record Date means, except as otherwise provided in the Plan or the Confirmation Order, the Effective Date.

D&O Policies means all insurance policies for directors', managers' or officers' liability that have been issued at any time on or prior to the Effective Date to any of the Debtors.

Effective Date means the date which is the first Business Day selected by the Debtors, on which (i) all conditions to the effectiveness of this Plan set forth in Section 9.1 hereof have been satisfied or waived in accordance with the terms of this Plan and (ii) no stay of the Confirmation Order is in effect.

Entity has the meaning set forth in section 101(15) of the Bankruptcy Code.

Estate(s) means, individually or collectively, the estate or estates of the Debtors created under section 541 of the Bankruptcy Code.

Equity Commitment Agreement means that certain Amended and Restated Equity Commitment Agreement, dated as of October 10, 2020, entered into by Speedcast International Limited and the Initial Plan Sponsor, as the same may be amended, restated, or otherwise modified in accordance with its terms.

Equity Interests means all Parent Interests and Interests other than Parent Interests, immediately prior to the Effective Date, including all options, warrants, and ordinary shares.

Exculpated Parties means, collectively, each in their capacities as such: (i) the Debtors; (ii) the Reorganized Debtors; (iii) the Disbursing Agent; (iv) the DIP Agent; (v) the DIP Lenders; (vi) the Creditors' Committee; (vii) each of the Creditors' Committee's current and former members (solely in their capacity as members of the Creditors' Committee); (viii) with respect to each of the foregoing Persons in clauses (i) through (vii), such Persons' respective predecessors, successors, assigns, direct and indirect subsidiaries, and affiliates; and (ix) with respect to each of the foregoing Persons in clauses (i) through (viii), such Person's officers, directors, principals, shareholders, members, partners, managers, employees, agents, financial advisors, attorneys, accountants, investment bankers, investment managers, investment advisors, consultants, representatives, and other professionals, and such Person's respective heirs, executors, estates, and nominees, in each case in their capacity as such and whether currently serving or having previously served postpetition; and (xi) any other Person entitled to the protections of section 1125(e) of the Bankruptcy Code; *provided*, that no Person listed on the Non-Released Party Exhibit shall be an Exculpated Party.

Fee Claim means any Claim for professional services rendered or costs incurred on or after the Petition Date through and including the Effective Date by Professional Persons and to the extent such fees have not been pursuant to an order of the Bankruptcy Court, paid or denied. To the extent that the Bankruptcy Court or any higher court of competent jurisdiction denies or reduces by an order any amount of a Professional Person's fees or expenses, then those reduced or denied amounts shall no longer constitute Fee Claims.

Fee Claim Escrow Account means an interest-bearing escrow account in an amount equal to the total estimated amount of Fee Claims and funded by the Debtors on or before the Effective Date.

Final DIP Order means *Final Order (I) Authorizing Debtors to (A) Refinance Their Postpetition Financing Obligations and (B) Use Cash Collateral, (II) Amending the Interim and Final Orders, and (III) Granting Related Relief* (Docket No. 777).

Final Order means an order, ruling, or judgment of the Bankruptcy Court (or other court of competent jurisdiction with respect to the relevant subject matter) which is in full force and effect and has not been reversed, modified, amended, vacated, or stayed and as to which (i) the time to appeal, petition for certiorari, or other proceedings for a new trial, reargument, reconsideration or rehearing has expired and as to which no appeal, petition for certiorari, or motion for new trial, reargument, reconsideration or rehearing is then pending or (ii) if an appeal, writ of certiorari, new trial, stay, reargument, reconsideration or rehearing thereof has been or may be sought, such order or judgment of the Bankruptcy Court (or other court of competent jurisdiction) shall have been affirmed by the highest court to which such order was appealed, or certiorari shall have been denied, or a new trial, reargument, or rehearing shall have been denied or otherwise resulted in no modification of such order, and the time to take any further appeal, petition for certiorari, or move for a new trial, stay, reargument, or rehearing shall have expired, as a result of which such order shall have become final in accordance with Bankruptcy Rule 8002; *provided*, that the possibility that a motion under Rule 59 or 60 of the Federal Rules of Civil Procedure, or any analogous Bankruptcy Rule (or any analogous rule applicable in such other court of competent jurisdiction), or section 502(j) of the Bankruptcy Code has been or may be filed relating to such order, ruling, or judgment, as applicable, shall not cause an order, ruling, or judgment, as applicable, not to be a Final Order.

Forbearance Agreement means that certain Forbearance Agreement, dated as of April 1, 2020, by and among Speedcast Parent, Speedcast Americas, Inc., Speedcast Communications, Inc. Speedcast Limited, the other Guarantors party thereto, the Syndicated Facility Agent and the lenders party thereto.

Foreign Enforcement Action means any foreign recognition, administration, scheme of arrangement, insolvency proceeding, proceeding required to enforce the Confirmation Order and/or any other order in connection with or in furtherance of approval or implementation of the Plan, or any other similar proceeding that is required to implement the Restructuring Transactions, including any necessary Speedcast Parent proceeding in Australia (including the Speedcast Parent Administration).

Governmental Unit has the meaning set forth in section 101(27) of the Bankruptcy Code.

Impaired means, with respect to a Claim, Interest, or a Class of Claims or Interests, “impaired” within the meaning of such term in sections 1123(a)(4) and 1124 of the Bankruptcy Code.

Intercompany Claim means any Claim against a Debtor held by another Debtor or by a non-Debtor affiliate of a Debtor.

Intercompany Interest means an Interest in a Debtor other than Speedcast Parent held by another Debtor or by a non-Debtor affiliate of a Debtor.

Initial Plan Sponsor means, collectively, one or more entities affiliated with Centerbridge Partners, L.P.

Interest means any equity security (as defined in section 101(16) of the Bankruptcy Code) in a Debtor, including all ordinary shares, units, common stock, preferred stock, membership interests, partnership interests, or other instruments evidencing any fixed or contingent ownership interest in any Debtor, whether or not transferable and whether fully vested or vesting in the future, including any option, warrant, or other right, contractual or otherwise, to acquire any such interest in the applicable Debtor, that existed immediately before the Effective Date.

IRS means the Internal Revenue Service.

Lien has the meaning set forth in section 101(37) of the Bankruptcy Code.

Litigation Trust means the trust established for the benefit of the holders of Other Unsecured Claims on the Effective Date in accordance with the terms of this Plan and the Litigation Trust Agreement.

Litigation Trust Agreement means the trust agreement, dated as of the Effective Date, by and among the Debtors, Reorganized Debtors, the Litigation Trustee, and any other parties thereto, as the same may be amended, modified, or supplemented from time to time in accordance with the terms thereof, that, among other things, establishes the Litigation Trust and describes the powers, duties, and responsibilities of the Litigation Trustee, substantially in the form included in the Plan Supplement and consistent with Section 5.20 of this Plan and in form and substance reasonably acceptable to the Plan Sponsor.

Litigation Trust Assets means the (i) Litigation Trust Cash Amount, and (ii) the Litigation Trust Causes of Action.

Litigation Trust Beneficiaries means the holders of Litigation Trust Interests.

Litigation Trust Cash Amount means the one-time, non-refundable payment of an amount of Cash in the amount of \$2,500,000 to be paid to the Litigation Trust on the Effective Date.

Litigation Trust Causes of Action means (i) all Causes of Actions by or on behalf of any Debtor or Debtor's Estate against (A) Non-Released Parties (and, if a Non-Released Party is a former director or officer of the Debtors, solely to the extent of available proceeds under the applicable D&O Policy), and (B) other persons to be mutually determined by the Debtors, the Plan Sponsor, and the Creditors' Committee, including Causes of Action, if any, arising under the Bankruptcy Code, state or other applicable or similar fraudulent transfer statutes, or claims

arising under state or other applicable law based upon negligence, breach of fiduciary duty, lender liability, and/or other similar Causes of Action; (ii) all Causes of Action of any Debtor, the Debtors' Estates, and the Reorganized Debtors arising under any D&O Policy solely to the extent such Causes of Action are based on the Bankruptcy Code, state or other applicable or similar fraudulent transfer statutes, or claims arising under state or other applicable law based upon negligence, breach of fiduciary duty and/or other similar Causes of Action and to the extent assignable to the Litigation Trust pursuant to the terms of the applicable D&O Policy; *provided*, that Litigation Trust Causes of Action shall not include: (x) any Causes of Action against any Released Party that is released pursuant to the Plan, and (y) Causes of Action against holders of Allowed Unsecured Trade Claims and any counterparty to an executory contract or unexpired lease under section 365(b)(1)(A) of the Bankruptcy Code that has been assumed by the Reorganized Debtors to the extent such counterparty is not otherwise a Non-Released Party.

Litigation Trust Distributable Proceeds means the Cash and any other assets of the Litigation Trust reduced to Cash net of (i) any Litigation Trust Expenses and (ii) any reserves established by the Litigation Trustee as it may determine is necessary in its sole discretion under the terms of the Litigation Trust Agreement.

Litigation Trust Expenses means any (i) fees and expenses incurred by the Litigation Trustee (including, without limitation, attorneys' fees and expenses) including for (a) the retention of Litigation Trustee Representatives and the payment of their reasonable compensation, (b) the investment of Cash by the Litigation Trustee within certain limitations, including those specified in the Plan, (c) the orderly liquidation of the Litigation Trust Assets, and (d) litigation of any Litigation Trust Causes of Action, which may include the prosecution, settlement, abandonment or dismissal of any such Litigation Trust Causes of Action; and (ii) other expenses of the Litigation Trust, including the cost of pursuing the Litigation Trust Causes of Action.

Litigation Trust Indemnified Persons means the Litigation Trustee and the Litigation Trustee Representatives, as the case may be.

Litigation Trust Interests means the non-transferable interests in the Litigation Trust, distributions from which will be made to holders of Allowed Other Unsecured Claims, in accordance with Section 5.20 of the Plan.

Litigation Trustee means the Person selected by the Creditors' Committee with the consent of the Debtors, whose consent will not be unreasonably withheld, and identified in the Plan Supplement to serve as the trustee of the Litigation Trust, and any successor thereto, appointed pursuant to the Litigation Trust Agreement.

Litigation Trustee Representatives means any current or former officers, directors, employees, attorneys, professionals, accountants, investment bankers, financial advisors, consultants, agents and other representatives retained by the Litigation Trustee pursuant to the Litigation Trust Agreement.

Local Rules means the Bankruptcy Local Rules for the United States Bankruptcy Court for the Southern District of Texas.

Management Incentive Plan means the long-term management incentive plan that shall be adopted after the Effective Date by the New Board in accordance with the Plan Sponsor Agreement.

Management Incentive Plan Interests has the meaning ascribed to such term in Section 5.11 hereof.

New Board means the initial board of directors, managers or persons with similar authority of New Speedcast Parent or, if applicable, the general partner of New Speedcast Parent, as determined by the Plan Sponsor.

New Equity Interests means common equity interests of New Speedcast Parent to be issued to the Plan Sponsor pursuant to the Direct Investment and the Plan.

New Organizational Documents means any Amended Organizational Documents of New Speedcast Parent.

New Speedcast Parent means an entity which, pursuant to the transactions contemplated hereunder, shall be the direct or indirect holding company for the Speedcast Entities in accordance with (and except to the extent otherwise provided in, or determined pursuant to) the Plan Sponsor Agreement.

Non-Cash Consideration has the meaning ascribed to such term in, and shall be determined pursuant to, the Plan Sponsor Selection Procedures.

Non-Released Party means any Persons to be determined by the Debtors, the Plan Sponsor, and the Creditors' Committee pursuant to the procedures set forth in the "Non-Released Party Exhibit."

Non-Released Party Exhibit means the exhibit to be filed as part of the Plan Supplement, and as amended at the Confirmation Hearing pursuant to the process described herein; *provided that* the Non-Released Party Exhibit shall not include (i) the Debtors, (ii) the Reorganized Debtors, (iii) the Initial Plan Sponsor, (iv) the Plan Sponsor; (v) any direct or indirect subsidiary or affiliate of the Debtors; (vi) any current director, officer, member, shareholder, or employee, or any direct or indirect subsidiary or affiliate, of any of the Persons described in the preceding clauses (i) through (v); or (vii) any former director, officer, member, shareholder, or employee, of UltiSat Inc. and its direct and indirect subsidiaries. The Non-Released Party Exhibit shall include only those parties that the Debtors, in the exercise of their fiduciary duties, and the Plan Sponsor agree should be placed on such list. If at the time of filing of the Non-Released Party Exhibit, the Debtors or the Plan Sponsor do not agree as to who should be placed on the Non-Released Party Exhibit, the Plan Supplement shall contain two documents: first, the Non-Released Party Exhibit, which will list any parties as agreed by the Creditors' Committee, the Debtors and the Plan Sponsor, and second, the Additional Party List, which will list any additional parties that the Creditors' Committee believes should be on the Non-Released Party Exhibit. At the Confirmation Hearing, the Debtors or the Plan Sponsor, as applicable, shall be required to present argument as to why the parties on the "Additional Party List" should be exculpated and/or released, and the Creditors' Committee (and any other party that would like) shall be required to present argument as to why such Party should be on the

Non-Released Party Exhibit. The Bankruptcy Court shall make the decision, at the Confirmation Hearing, with regard to which, if any, of the parties on the Additional Party List shall be added to the Non-Released Party Exhibit.

Other Priority Claim means any Claim against a Debtor other than an Administrative Expense Claim, a DIP Claim, or a Priority Tax Claim that is entitled to priority of payment as specified in section 507(a) of the Bankruptcy Code.

Other Secured Claim means any Secured Claim against a Debtor other than a Priority Tax Claim, a DIP Claim, or a Syndicated Facility Secured Claim.

Other Unsecured Claims means any Claim against the Debtors (other than an Intercompany Claim) that is (i) not an Administrative Expense Claim, Fee Claim, Priority Tax Claim, Other Priority Claim, Other Secured Claim, DIP Claim, Syndicated Facility Secured Claim, or Unsecured Trade Claim, or (ii) otherwise determined by the Bankruptcy Court to be an Other Unsecured Claim. For the avoidance of doubt, the Syndicated Facility Deficiency Claims shall be deemed Other Unsecured Claims.

Parent Interests means all Interests in Speedcast Parent immediately prior to the Effective Date, including all options, warrants, and ordinary shares.

Person has the meaning set forth in section 101(41) of the Bankruptcy Code.

Petition Date means April 23, 2020.

Plan means this joint chapter 11 plan, including all appendices, exhibits, schedules, and supplements hereto (including any appendices, schedules, and supplements to this Plan that are contained in the Plan Supplement), as may be amended, supplemented or modified from time to time in accordance with the Bankruptcy Code and the terms hereof and in a manner reasonably acceptable to the Plan Sponsor.

Plan Distribution means the payment or distribution of consideration to holders of Allowed Claims and Allowed Interests under this Plan.

Plan Document means any document, other than this Plan, to be executed, delivered, assumed, or performed in connection with the occurrence of the Effective Date, including the Confirmation Order, the Plan Sponsor Agreement and any exhibits thereto, the Amended Organizational Documents, any documentation required in connection with the Litigation Trust, Corporate Restructuring, Corporate Restructuring Steps, Restructuring Transactions, any Speedcast Parent Administration or any other Foreign Enforcement Action, and any other document included in the Plan Supplement, each reasonably acceptable to the Plan Sponsor and the Creditors' Committee, unless otherwise provided herein; *provided* that except to the extent a provision in any Plan Document adversely and disproportionately impacts (a) the treatment of holders of Other Unsecured Claims or Unsecured Trade Claims under the Plan, the Confirmation Order, or the Litigation Trust Agreement, or (b) recovery levels or distributions to holders of Other Unsecured Claims or Unsecured Trade Claims, such provision shall be deemed reasonably acceptable to the Creditors' Committee.

Plan Sponsor means the Initial Sponsor or any Successful Plan Sponsor, if different than the Initial Plan Sponsor, that is selected in the Plan Sponsor Selection Process.

Plan Sponsor Agreement means either (i) the Equity Commitment Agreement with the Initial Sponsor or (ii) such other agreement for the Direct Investment on terms agreed to by the Successful Plan Sponsor and the Debtors, in consultation with the Creditors' Committee, and negotiated and selected in accordance with the Plan Sponsor Selection Process.

Plan Sponsor Selection Process means the process for identifying and selecting a Plan Sponsor as that process is set forth in Exhibit 5 to the *Order (i) Scheduling Combined Hearing on (a) Adequacy of Disclosure Statement and (b) Confirmation of Plan; (ii) Conditionally Approving Disclosure Statement; (iii) Approving Solicitation Procedures and Form and Manner of Notice of Combined Hearing and Objection Deadline; (iv) Fixing Deadline to Object to Disclosure Statement and Plan; (v) Approving Notice and Objection Procedures for the Assumption of Executory Contracts and Unexpired Leases; (vi) Authorizing Performance Under the Plan Sponsor Selection Procedures; and (vii) Granting Related Relief* entered by the Bankruptcy Court on November 2, 2020 (Docket No. 896) (the "**Plan Sponsor Selection Procedures**").

Plan Supplement means a supplement or supplements to this Plan containing certain substantially final forms of documents relevant to the implementation of this Plan, to be filed with the Bankruptcy Court prior to the Confirmation Hearing, which shall include (i) a term sheet describing key terms of the New Organizational Documents and any other Amended Organizational Documents (to the extent such other Amended Organizational Documents reflect material changes from the Debtors' existing organizational documents and bylaws), if any; (ii) the slate of directors, managers or persons with similar authority to be appointed to the New Board, to the extent known and determined; (iii) with respect to the members of the New Board, to the extent known and determined, information required to be disclosed in accordance with section 1129(a)(5) of the Bankruptcy Code; (iv) the Corporate Restructuring Steps; (v) the form of Litigation Trust Agreement, including the selection of the Litigation Trustee; (vi) the schedule of retained Causes of Action to be vested in the Litigation Trust, New Speedcast Parent and/or the other Reorganized Debtors as provided herein; (vii) the Schedule of Assumed Contracts and Leases; (viii) the Non-Released Party Exhibit; and (ix) to the extent applicable, the Additional Party List; *provided*, that, through the Effective Date, the Debtors shall have the right to amend documents included in, and exhibits to, the Plan Supplement or amendments thereto in accordance with the terms of (and subject to the consent rights provided in) this Plan.

Prepetition Lender means a holder of Prepetition Loans.

Prepetition Loans means the Loans under and as defined in the Syndicated Facility Agreement, including, for the avoidance of doubt, the New Incremental Term Loans (as defined in the Incremental Assumption and Amendment Agreement, dated as of October 16, 2018).

Prepetition Secured Parties means the Prepetition Lenders, the Prepetition Agent (as defined in the Syndicated Facility Agreement) and all other holders of Syndicated Facility Secured Claims under the Syndicated Facility Agreement and related documents.

Priority Tax Claim means any Claim of a Governmental Unit of the kind entitled to priority in payment under sections 502(i) and 507(a)(8) of the Bankruptcy Code.

Pro Rata means the proportion that an Allowed Claim or Allowed Interest in a particular Class bears to the aggregate amount of Allowed Claims or Allowed Interests in that Class.

Professional Person means any Person retained by order of the Bankruptcy Court in connection with these Chapter 11 Cases pursuant to sections 327, 328, 330, 331, 503(b), or 1103 of the Bankruptcy Code, excluding any ordinary course professional retained pursuant to an order of the Bankruptcy Court.

Reinstated or Reinstatement means (a) leaving unaltered the legal, equitable, and contractual rights to which a Claim entitles the holder of such Claim in accordance with section 1124 of the Bankruptcy Code, or (b) if applicable under section 1124 of the Bankruptcy Code: (i) curing all prepetition and postpetition defaults other than defaults relating to the insolvency or financial condition of the applicable Debtor or its status as a debtor under the Bankruptcy Code; (ii) reinstating the maturity date of the Claim; (iii) compensating the holder of such Claim for damages incurred as a result of its reasonable reliance on a contractual provision or such applicable law allowing the Claim's acceleration; and (iv) not otherwise altering the legal, equitable or contractual rights to which the Claim entitles the holder thereof.

Released Parties means, collectively, and in each case solely in their capacities as such: (i) the Debtors; (ii) the Reorganized Debtors; (iii) the Debtors' non-Debtor affiliates; (iv) the DIP Lenders; (v) the Prepetition Lenders who vote in favor of the Plan; (vi) the Creditors' Committee; (vii) each of the Creditors' Committee's current and former members (solely in their capacity as members of the Creditors' Committee); (viii) the DIP Agent; (ix) the Disbursing Agent; (x) the Initial Plan Sponsor; (xi) with respect to each of the foregoing, where any of the foregoing is an investment manager or advisor for a beneficial holder, such beneficial holder; (xii) with respect to each of the foregoing Persons in clauses (i) through (xi), each of their affiliates, predecessors, successors, assigns, direct and indirect subsidiaries, affiliated investment funds or investment vehicles, managed accounts, funds and other entities, investment advisors, sub-advisors and managers with discretionary authority; and (xiii) with respect to each of the foregoing Persons in clauses (i) through (xii), each of their respective current and former officers and directors, principals, equity holders, members, partners, managers, employees, subcontractors, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, and such Person's respective heirs, executors, estates, servants, and nominees, in each case in their capacity as such; *provided*, that notwithstanding anything to the contrary herein, "Released Parties" shall not include any Non-Released Parties listed on the Non-Released Party Exhibit.

Releasing Parties means, collectively, and in each case solely in their capacities as such: (i) the holders of all Claims or Interests that vote to accept the Plan, (ii) the holders of all Claims whose vote to accept or reject the Plan is solicited but that do not vote either to accept or to reject the Plan, (iii) the holders of all Claims that vote on, or are deemed to reject, the Plan, but do not opt out (in writing) of granting the releases set forth herein, (iv) the holders of all Claims and Interests, including any Claims or Interests that are Unimpaired, that were given notice of

the opportunity to opt out of granting the releases set forth herein but did not opt out, and (v) the Released Parties.

Reorganized Debtors means the Debtors, other than the Dissolving Debtors, as reorganized as of the Effective Date in accordance with this Plan, and, unless otherwise specified, New Speedcast Parent.

Restructuring means the financial and operational restructuring of the Debtors, the principal terms of which are set forth in this Plan and the Plan Supplement and which shall be implemented in accordance with (and subject to the consent rights set forth in) the Plan Sponsor Agreement.

Restructuring Expenses means out-of-pocket expenses reasonably incurred by the Initial Plan Sponsor or its affiliates whether prior to or after the date hereof, including (a) all reasonable and documented fees, out-of-pocket expenses and costs relating to the Chapter 11 Cases, (b) all reasonable and documented fees and expenses incurred in connection with the Chapter 11 Cases by the Initial Plan Sponsor or its affiliates, whether prior to or after the date hereof, including the fees and expenses of (i) Wachtell, Lipton, Rosen & Katz, Vinson & Elkins LLP, and MinterEllison, and (ii) any other local legal counsel or other advisors in any foreign jurisdictions and/or board consultants reasonably retained by the Plan Sponsor, payable in accordance with the terms of any applicable engagement or fee letters executed with such parties and without the requirement for the filing of retention applications, fee applications, or any other application in the Chapter 11 Cases; and (c) all reasonable and documented fees, costs or expenses payable in accordance with the Plan Support Agreement, each of which shall be Allowed as Administrative Expense Claims upon incurrence and shall not be subject to any offset, defense, counterclaim, reduction, or credit payable in accordance with the DIP Orders.

Restructuring Transactions means one or more transactions to occur, which shall include and, to the extent applicable, be consummated in accordance with the Corporate Restructuring Steps, on or prior to the Effective Date or as soon as reasonably practicable thereafter, that may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan, including (i) the execution and delivery of appropriate agreements or other documents containing terms that are consistent with or reasonably necessary to implement the terms of this Plan and that satisfy the requirements of applicable law; (ii) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any property, right, liability, duty, or obligation on terms consistent with the terms of the Plan; (iii) any transaction required in connection with a Foreign Enforcement Action; and (iv) all other actions that the Debtor or Reorganized Debtors, as applicable, determine are reasonably necessary or appropriate and that are not inconsistent with the Plan or the Plan Sponsor Agreement, subject, in the case of each of clauses (i) through (iv), to the terms of the Plan Sponsor Agreement (including the applicable consent and approval rights thereunder) and to the extent not addressed therein, the reasonable consent of the Plan Sponsor.

Schedule of Assumed Contracts and Leases means the schedule of executory contracts and unexpired leases to be assumed by the Debtors, if any, to be filed as part of the Plan Supplement.

Schedules means, the schedules of assets and liabilities, statements of financial affairs, lists of holders of Claims and Interests, and all amendments or supplements thereto filed by the Debtors with the Bankruptcy Court.

Secured Claim means a Claim to the extent (i) secured by a Lien on property of a Debtor's Estate, the amount of which is equal to or less than the value of such property (a) as set forth in this Plan, (b) as agreed to by the holder of such Claim and the Debtors, or (c) as determined by a Final Order in accordance with section 506(a) of the Bankruptcy Code or (ii) subject to any setoff right of the holder of such Claim under section 553 of the Bankruptcy Code.

Security means any "security" as such term is defined in section 101(49) of the Bankruptcy Code.

SFA Loan Documents means the "Loan Documents" as defined in the Syndicated Facility Agreement.

SFA Loan Parties means each borrower and guarantor under the Syndicated Facility Agreement.

SFA Secured Claim Cash Pool means an amount of Cash equal to (x) the Allowed SFA Secured Claim Amount, minus (y) any Non-Cash Consideration.

Speedcast Entities means Speedcast Parent together with its Debtor and non-Debtor direct and indirect subsidiaries.

Speedcast Parent means SpeedCast International Limited.

Speedcast Parent Administration means, as may be required or prudent to implement this Plan or the Restructuring Transactions under the laws of Australia, a voluntary administration of Speedcast Parent under Part 5.3A of the *Corporations Act 2001* (Cth) involving the appointment of a voluntary administrator under the laws of Australia and the execution and approval of a Deed of Company Arrangement under the laws of Australia to be implemented by a deed administrator.

Speedcast Parent Liquidation means, as may be required or prudent to implement this Plan or the Restructuring Transactions under the laws of Australia, a voluntary winding up of Speedcast Parent under Part 5.5 of the *Corporations Act 2001* (Cth) involving the appointment of a liquidator under the laws of Australia and the winding down of Speedcast Parent, subject to the terms of the Equity Commitment Agreement.

Speedcast Parent Budget means an amount set forth in the Plan Supplement to be agreed between the Debtors and the Plan Sponsor for the purpose of effectuating the Plan and any other proceedings with respect to Speedcast Parent.

Subordinated Claim means any Claim that is subject to (i) subordination under section 510(b) of the Bankruptcy Code or (ii) equitable subordination as determined by the Bankruptcy Court in an order that is not subject to any stay of enforcement, including any Claim

for or arising from the rescission of a purchase, sale, issuance, or offer of a Security of any Debtor; for damages arising from the purchase or sale of such a Security; or for reimbursement, indemnification, or contribution allowed under section 502 of the Bankruptcy Code on account of such Claim.

Substantively Consolidated Debtors means, collectively, Speedcast International Limited; Speedcast Group Holdings Pty Ltd.; Spacelink Systems, LLC; Spacelink Systems II, LLC (fka Spacelink System Inc); and Caprock Participações do Brasil Ltda.

Successful Plan Sponsor means the Initial Plan Sponsor or such other entity or entities selected pursuant to the Plan Sponsor Selection Process by the Debtors, in consultation with the Creditors' Committee, to sponsor and consummate this Plan through the Direct Investment and the Plan Sponsor Agreement.

Syndicated Facility Agent means Black Diamond Commercial Finance, L.L.C., in its capacity as administrative agent, collateral agent and security trustee under the Syndicated Facility Agreement, and together with any of its successors in such capacity.

Syndicated Facility Agreement means that certain Syndicated Facility Agreement, dated as of May 15, 2018 (as amended, restated, supplemented or otherwise modified from time to time), by and among Speedcast Parent and certain of its subsidiaries, as borrowers, the lenders party thereto from time to time, and the Syndicated Facility Agent.

Syndicated Facility Claim means any Claim arising under or related to the Syndicated Facility Agreement, and the Collateral Documents (as defined in the Syndicated Facility Agreement), plus any unpaid accrued interest, other fees, and unpaid reasonable fees and expenses as of the Petition Date (other than in respect of any Letters of Credit issued thereunder and cash collateralized pursuant to Section 5.4(d) of this Plan). For the avoidance of doubt, CACIB's Claim in an amount of \$23,003,008 shall be included as a Syndicated Facility Claim and is deemed Allowed, and was deemed Allowed pursuant to the CACIB Settlement Order.

Syndicated Facility Deficiency Claim means, as determined in accordance with section 506(a) of the Bankruptcy Code, the unsecured portion of any Allowed Syndicated Facility Claim, which shall be in an amount equal to the greater of (i)(a) the Allowed Syndicated Facility Claims against the applicable Debtor SFA Loan Party, minus (b) the amount of such Allowed Syndicated Facility Secured Claim that is determined to be secured and (ii) zero.

Syndicated Facility Secured Claim means, any Claim arising under or related to the Syndicated Facility Agreement, and the Collateral Documents (as defined in the Syndicated Facility Agreement), secured by a valid, perfected, and enforceable Lien on collateral to the extent of the value of such collateral, as determined in accordance with section 506(a) of the Bankruptcy Code (other than in respect of any Letters of Credit issued thereunder and cash collateralized pursuant to Section 5.4(d) of this Plan).

Tax Code means the Internal Revenue Code of 1986, as amended.

Trade Claim Cash Amount means the amount to be paid on the Effective Date, or as soon as reasonably practicable thereafter, to holders of Allowed Unsecured Trade Claims, which shall be in an amount equal to \$25,000,000.

Unimpaired means, with respect to a Claim, Interest, or Class of Claims or Interests, not “impaired” within the meaning of such term in sections 1123(a)(4) and 1124 of the Bankruptcy Code.

Unsecured Trade Claims means any Allowed unsecured trade vendor claims against the Debtors held by trade vendors crucial to the Debtors’ businesses.

U.S. Trustee means the United States Trustee for Region 7.

Voting Deadline means December 8, 2020 at 5:00 p.m. (prevailing Central Time), or such other date and time as may be set by the Bankruptcy Court by which all Persons or Entities entitled to vote on the Plan must vote to accept or reject the Plan.

1.2 Interpretation; Application of Definitions; Rules of Construction.

Unless otherwise specified, all section or exhibit references in this Plan are to the respective section in or exhibit to this Plan, as the same may be amended, waived, or modified from time to time. The words “herein,” “hereof,” “hereto,” “hereunder,” and other words of similar import refer to this Plan as a whole and not to any particular section, subsection, or clause contained therein and have the same meaning as “in this Plan,” “of this Plan,” “to this Plan,” and “under this Plan,” respectively. The words “includes” and “including” are not limiting and shall be deemed to be followed by the words “without limitation.” The headings in this Plan are for convenience of reference only and shall not limit or otherwise affect the provisions hereof. For purposes herein: (a) in the appropriate context, each term, whether stated in the singular or plural, shall include both the singular and plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (b) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; and (c) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be.

1.3 Reference to Monetary Figures.

All references in this Plan to monetary figures shall refer to the legal tender of the United States of America unless otherwise expressly provided.

1.4 Controlling Document.

In the event of an inconsistency between this Plan and the Plan Supplement, the terms of the relevant document in the Plan Supplement shall control unless otherwise specified in such Plan Supplement document or instrument. In the event of an inconsistency between this Plan and any other instrument or document created or executed pursuant to this Plan, or between this Plan and the Disclosure Statement, this Plan shall control. The provisions of this Plan and of the Confirmation Order shall be construed in a manner consistent with each other so as to

effectuate the purposes of each; *provided*, that if there is determined to be any inconsistency between any provision of this Plan and any provision of the Confirmation Order that cannot be so reconciled, then, solely to the extent of such inconsistency, the provisions of the Confirmation Order shall govern, and any such provisions of the Confirmation Order shall be deemed a modification of this Plan.

ARTICLE II. ADMINISTRATIVE EXPENSE CLAIMS, FEE CLAIMS, AND PRIORITY TAX CLAIMS.

2.1 *Administrative Expense Claims.*

Except as otherwise set forth herein, and except to the extent that a holder of an Allowed Administrative Expense Claim and the Debtors or Reorganized Debtors, as applicable, agree to different treatment, on the later of the Effective Date and the date on which such Administrative Expense Claim becomes an Allowed Claim, or, in each case, as soon thereafter as is reasonably practicable, each holder of an Allowed Administrative Expense Claim (other than a Fee Claim, a DIP Claim, or a Restructuring Expense) shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for such Allowed Administrative Expense Claim, Cash in an amount equal to the Allowed amount of such Claim; *provided*, that Allowed Administrative Expense Claims that arise in the ordinary course of the Debtors' business, as Debtors in Possession, shall be paid by the Debtors, or the Reorganized Debtors, as applicable, in the ordinary course of business, consistent with past practice and in accordance with the terms and subject to the conditions of any orders or agreements governing, instruments evidencing, or other documents relating to such transactions, without further actions by holders of such Allowed Administrative Expense Claims or further approval by the Bankruptcy Court. For the avoidance of doubt, Professional Persons shall not be required to file a request for payment of Fee Claims as an Administrative Expense Claim, but such Professional Persons shall instead file fee applications as provided in section 2.2 hereof.

2.2 *Fee Claims.*

(a) All Professional Persons seeking awards by the Bankruptcy Court of compensation for services rendered or reimbursement of expenses incurred through and including the Effective Date under sections 327, 328, 330, 331, 503(b)(2)-(6), or 1103 of the Bankruptcy Code shall (i) file, on or before the date that is forty-five (45) days after the Effective Date, their respective applications for final allowances of compensation for services rendered and reimbursement of expenses incurred and (ii) be paid in full, in Cash, in such amounts as are Allowed by the Bankruptcy Court in accordance with the order(s) relating to or allowing any such Fee Claim. The Reorganized Debtors shall be authorized to pay compensation for professional services rendered after the Effective Date in the ordinary course and without the need for Bankruptcy Court approval.

(b) On or before the Effective Date, the Debtors shall establish and fund the Fee Claim Escrow Account with Cash equal to the Professional Persons' good faith estimates of the Fee Claims in accordance with the DIP Orders. Funds held in the Fee Claim Escrow Account shall not be considered property of the Debtors' Estates or property of the Reorganized Debtors, but shall revert to the Reorganized Debtors only after all Fee Claims now or hereafter

Allowed, by the Bankruptcy Court have been paid in full. The Fee Claim Escrow Account shall be held in trust for Professional Persons and for no other parties until all Fee Claims Allowed by the Bankruptcy Court have been paid in full. Fee Claims shall be paid in full, in Cash, in such amounts as are allowed by the Bankruptcy Court (i) on the date upon which a Final Order relating to any such Allowed Fee Claim is entered or (ii) on such other terms as may be mutually agreed upon between the holder of such Allowed Fee Claim and the Reorganized Debtors. The Reorganized Debtors' obligations with respect to the Fee Claims shall not be limited nor deemed limited to the balance of funds held in the Fee Claim Escrow Account. To the extent that funds held in the Fee Claim Escrow Account are insufficient to satisfy the amount of accrued Fee Claims owing to the Professional Persons, such Professional Persons shall have an Allowed Administrative Expense Claim for such deficiency, which shall be satisfied in accordance with section 2.1 of this Plan (without the need for any affected Professional Persons to file a separate request for payment of an Administrative Expense Claim). No Liens, claims, or interests shall encumber the Fee Claim Escrow Account in any way, other than customary liens in favor of the depository bank at which the Fee Claims Escrow Account is maintained.

(c) Any objections to the Fee Claims shall be served and filed (i) no later than twenty-one (21) days after the filing of the final applications for compensation or reimbursement, or (ii) such later date as ordered by the Bankruptcy Court upon a motion of the Reorganized Debtors.

2.3 *Priority Tax Claims.*

Except to the extent that a holder of an Allowed Priority Tax Claim and the Debtors or Reorganized Debtors, as applicable, agree to different treatment, on the later of the Effective Date and the date on which such Priority Tax Claim becomes an Allowed Claim, or, in each case, as soon thereafter as is reasonably practicable, each holder of an Allowed Priority Tax Claim shall receive, at the option of the Debtors, the Reorganized Debtors, or the Australian Administrator(s) or Australian Deed Administrators, as applicable, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for such Allowed Priority Tax Claim, (i) Cash in an amount equal to the Allowed amount of such Claim, or (ii) equal annual installment payments in Cash (x) beginning on the Effective Date or as soon thereafter as reasonably practicable, or such later date as the Claim is due in the ordinary course over a period ending not later than five (5) years after the Petition Date, together with interest at the applicable non-bankruptcy rate as of the Confirmation Date, subject to the sole option of the Reorganized Debtors to prepay the entire amount of the Allowed Priority Tax Claim and (y) in a manner not less favorable than the most favored non-priority unsecured claim provided for by this Plan; *provided*, that Allowed Priority Tax Claims that arise in the ordinary course of the Debtors' business, as Debtors in Possession, shall be paid by the Debtors, the Reorganized Debtors, or the Australian Administrator(s) or Australian Deed Administrators, each as applicable, in the ordinary course of business, consistent with past practice and in accordance with the terms and subject to the conditions of any orders or agreements governing, instruments evidencing, or other documents relating to such transactions, without further actions by holders of such Priority Tax Claims or further approval by the Bankruptcy Court.

2.4 *DIP Claims.*

(a) As of the Effective Date, the DIP Claims shall be deemed Allowed in the full amount of “Obligations” (as defined in the DIP Credit Agreement) outstanding under the DIP Credit Agreement, including principal, interest, fees, expenses and non-contingent indemnification obligations described therein. On the Effective Date, in full and final satisfaction, settlement, release, and discharge of, and in exchange for each Allowed DIP Claim, each such Allowed DIP Claim shall be paid in full in Cash by the Debtors.

(b) On the later of (1) the Effective Date and (2) the date on which such fees, expenses, or disbursements would be required to be paid under the terms of the DIP Orders, the Debtors or Reorganized Debtors (as applicable) shall pay all other fees, expenses, and disbursements of the DIP Agent and DIP Lenders, in each case that are required to be paid under or pursuant to the DIP Orders.

2.5 *CACIB Claim.*

CACIB’s Claim of \$800,000, referred to as the Priority Recovery Amount in the CACIB Settlement Agreement, is deemed Allowed, and was deemed Allowed pursuant to the CACIB Settlement Order. On the Effective Date, CACIB shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for the Priority Recovery Amount, Cash in an amount of \$800,000.

ARTICLE III. CLASSIFICATION OF CLAIMS AND INTERESTS.

3.1 *Classification in General.*

A Claim or an Interest is classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Interest qualifies within the description of such other Classes. A Claim or Interest is placed in a particular Class for all purposes, including voting, confirmation, and distribution under this Plan and under sections 1122 and 1123(a)(1) of the Bankruptcy Code; *provided*, that a Claim or Interest is placed in a particular Class for the purpose of receiving distributions pursuant to this Plan only to the extent that such Claim or Interest is an Allowed Claim or Allowed Interest in that Class and such Claim or Interest has not been satisfied, released, or otherwise settled prior to the Effective Date.

3.2 *Formation of Debtor Groups for Convenience Only.*

Other than as described in Section 5.15, this Plan groups the Debtors together solely for the purpose of describing treatment under this Plan, confirmation of this Plan, and making Plan Distributions in respect of Claims against and Interests in the Debtors under this Plan. Such groupings shall not affect any Debtor’s status as a separate legal entity, change the organizational structure of the Debtors’ business enterprise, constitute a change of control of any Debtor for any purpose, cause a merger or consolidation of any legal entities, or cause the transfer of any Assets. Except as otherwise provided or permitted under this Plan, this Plan is not premised upon and shall not cause the substantive consolidation of the Debtors or any non-

Debtor affiliate, and, all Debtors shall continue to exist as separate legal entities unless otherwise contemplated herein or in the Corporate Restructuring.

3.3 Summary of Classification of Claims and Interests.

The following table designates the Classes of Claims against and Interests in the Debtors and specifies which Classes are: (a) Impaired and Unimpaired under this Plan; (b) entitled to vote to accept or reject this Plan in accordance with section 1126 of the Bankruptcy Code, and (c) deemed to accept or reject this Plan:

<u>Class</u>	<u>Type of Claim or Interest</u>	<u>Impairment</u>	<u>Entitled to Vote</u>
Class 1	Other Priority Claims	Unimpaired	No (Deemed to accept)
Class 2	Other Secured Claims	Unimpaired	No (Deemed to accept)
Class 3	Syndicated Facility Secured Claims	Unimpaired	Yes ²
Class 4A	Unsecured Trade Claims	Impaired	Yes
Class 4B	Other Unsecured Claims	Impaired	Yes
Class 5	Intercompany Claims	Unimpaired	No (Deemed to accept)
Class 6	Subordinated Claims	Impaired	No (Deemed to reject)
Class 7	Parent Interests	Impaired	No (Deemed to reject)
Class 8	Intercompany Interests	Unimpaired / Impaired	No (Deemed to accept/reject)

3.4 Special Provisions Concerning Unimpaired Claims.

Except as otherwise explicitly provided in this Plan, nothing herein shall affect the rights of the Reorganized Debtors in respect of any Unimpaired Claim, including all rights in respect of the legal and equitable defenses to, or setoffs or recoupments against, any such Unimpaired Claims.

3.5 Separate Classification of Other Secured Claims.

Although all Other Secured Claims have been placed in one Class for purposes of nomenclature within this Plan, each Other Secured Claim, to the extent secured by a Lien on Collateral different from the Collateral securing another Other Secured Claim, shall be treated as being in a separate sub-Class for the purposes of receiving Plan Distributions.

² The Debtors are soliciting votes to accept or reject the Plan from holders of Syndicated Facility Secured Claims to the extent Class 3 is determined to be Impaired under the Plan by the Bankruptcy Court. The Debtors reserve all rights to the extent Class 3 is determined to be Impaired.

3.6 *Elimination of Vacant Classes.*

Any Class that, as of the commencement of the Confirmation Hearing, does not have at least one holder of a Claim or Interest that is Allowed in an amount greater than zero for voting purposes shall be considered vacant, deemed eliminated from this Plan for purposes of voting to accept or reject this Plan, and disregarded for purposes of determining whether this Plan satisfies section 1129(a)(8) of the Bankruptcy Code with respect to such Class. Any Claim or Interest in a Class that is considered vacant under this Plan shall receive no Plan Distribution.

3.7 *Voting Classes; Presumed Acceptance by Non-Voting Classes*

If a Class contains Claims eligible to vote and no holder of Claims eligible to vote in such Class votes to accept or reject the Plan, the Plan shall be presumed accepted by the holders of such Claims in such Class.

3.8 *Voting; Presumptions; Solicitation*

(a) Acceptance by Certain Impaired Classes. Only holders of Allowed Claims in Classes 3,³ 4A, and 4B are entitled to vote to accept or reject this Plan. An Impaired Class of Claims shall have accepted this Plan if (i) the holders of at least two-thirds (2/3) in amount of the Allowed Claims actually voting in such Class have voted to accept this Plan and (ii) the holders of more than one-half (1/2) in number of the Allowed Claims actually voting in such Class have voted to accept this Plan. Holders of Claims in Classes 3, 4A, and 4B will receive ballots containing detailed voting instructions.

(b) Deemed Acceptance by Unimpaired Classes. Holders of Claims or Interests in Classes 1, 2, 5, and, to the extent holders of Interests in Class 8 are Unimpaired by the Plan, Class 8 are conclusively deemed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Accordingly, such holders are not entitled to vote to accept or reject this Plan.

(c) Deemed Rejection by Impaired Classes. Holders of Claims or Interests in Classes 6, 7, and, to the extent holders of Interests in Class 8 are Impaired by the Plan, Class 8 are conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Accordingly, such holders are not entitled to vote to accept or reject this Plan.

3.9 *Cramdown.*

If any Class is deemed to reject this Plan or is entitled to vote on this Plan and does not vote to accept this Plan, the Debtors may (i) seek confirmation of this Plan under section 1129(b) of the Bankruptcy Code or (ii) subject to Section 12.1, amend or modify this Plan in accordance with the terms hereof and the Bankruptcy Code. If a controversy arises as to whether any Claims or Interests, or any class of Claims or Interests, are Impaired, the

³ The Debtors are soliciting votes to accept or reject the Plan from holders of Syndicated Facility Secured Claims to the extent Class 3 is determined to be Impaired under the Plan by the Bankruptcy Court.

Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the Confirmation Date.

3.10 No Waiver.

Nothing contained in this Plan shall be construed to waive a Debtor's or other Person's right to object on any basis to any Claim.

ARTICLE IV. TREATMENT OF CLAIMS AND INTERESTS.

4.1 Class 1: Other Priority Claims.

(a) Treatment: The legal, equitable, and contractual rights of the holders of Allowed Other Priority Claims are unaltered by this Plan. Except to the extent that a holder of an Allowed Other Priority Claim agrees to different treatment in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Other Priority Claim, on the later of the Effective Date and the date that is ten (10) Business Days after the date such Other Priority Claim becomes an Allowed Claim, or, in each case, as soon as reasonably practicable thereafter, each holder of an Allowed Other Priority Claim shall receive, on account of such Allowed Claim, (i) Cash in an amount equal to the Allowed amount of such Claim, or (ii) other treatment consistent with the provisions of 1129 of the Bankruptcy Code; *provided*, that Allowed Other Priority Claims that arise in the ordinary course of the Debtors' business, shall be paid by the Debtors or the Reorganized Debtors, as applicable, in the ordinary course of business, consistent with past practice and in accordance with the terms and subject to the conditions of any orders or agreements governing, instruments evidencing, or other documents establishing, such liabilities without further actions by holders of such Other Priority Claims or further approval by the Bankruptcy Court.

(b) Impairment and Voting: Allowed Other Priority Claims are Unimpaired. In accordance with section 1126(f) of the Bankruptcy Code, the holders of Allowed Other Priority Claims are conclusively presumed to accept this Plan and are not entitled to vote to accept or reject this Plan, and the votes of such holders will not be solicited with respect to such Allowed Other Priority Claims.

4.2 Class 2: Other Secured Claims.

(a) Treatment: The legal, equitable, and contractual rights of the holders of Allowed Other Secured Claims are unaltered by this Plan. Except to the extent that a holder of an Allowed Other Secured Claim agrees to different treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Other Secured Claim, on the later of the Effective Date and the date on which such Other Secured Claim becomes an Allowed Claim, or, in each case, as soon thereafter as is reasonably practicable, each holder of an Allowed Other Secured Claim shall receive on account of such Allowed Claim, at the option of the applicable Reorganized Debtor(s): (i) Cash in an amount equal to the Allowed amount of such Claim, (ii) Reinstatement or such other treatment sufficient to render such holder's Allowed Other Secured Claim Unimpaired pursuant to section 1124 of the Bankruptcy Code, or (iii) such other recovery necessary to satisfy the provisions of section 1129 of the Bankruptcy Code.

(b) Impairment and Voting: Allowed Other Secured Claims are Unimpaired. In accordance with section 1126(f) of the Bankruptcy Code, the holders of Allowed Other Secured Claims are conclusively presumed to accept this Plan and are not entitled to vote to accept or reject this Plan, and the votes of such holders will not be solicited with respect to such Allowed Other Secured Claims.

4.3 Class 3: Syndicated Facility Secured Claims.

(a) Allowance and Treatment: On the Effective Date, except to the extent that a holder of an Allowed Syndicated Facility Secured Claim agrees to different treatment in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Syndicated Facility Secured Claim under the Plan Sponsor Agreement, each holder of an Allowed Syndicated Facility Secured Claim, which Claims are deemed Allowed in the aggregate amount equal to the Allowed SFA Secured Claim Amount, shall receive, on account of such Allowed Syndicated Facility Secured Claim its Pro Rata share of the SFA Secured Claim Cash Pool in Cash.

(b) Impairment and Voting: Allowed Syndicated Facility Secured Claims are Unimpaired. The Debtors are soliciting votes to accept or reject the Plan from holders of Syndicated Facility Secured Claims to the extent Class 3 is determined to be Impaired under the Plan by the Bankruptcy Court. Accordingly, holders of Allowed Syndicated Facility Secured Claims are entitled to vote on this Plan.

4.4 Class 4A: Unsecured Trade Claims.

(a) Treatment: On the Effective Date, or as soon as reasonably practicable thereafter, except to the extent that a holder of an Allowed Unsecured Trade Claim agrees or has agreed to different treatment in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Unsecured Trade Claim, each holder of an Allowed Unsecured Trade Claim shall receive its Pro Rata share of the Trade Claim Cash Amount in Cash.

(b) Impairment and Voting: Allowed Unsecured Trade Claims are Impaired. Holders of Allowed Unsecured Trade Claims are entitled to vote on this Plan.

4.5 Class 4B: Other Unsecured Claims

(a) Treatment: Each holder of an Allowed Other Unsecured Claim shall receive its Pro Rata share of the Litigation Trust Distributable Proceeds from the Litigation Trust as and when provided for in the Litigation Trust Agreement, subject to Section 5.20 of the Plan. For the avoidance of doubt, this Class 4B (Other Unsecured Claims) shall include the Syndicated Facility Deficiency Claim.

(b) Impairment and Voting: Allowed Other Unsecured Claims are Impaired. Holders of Allowed Other Unsecured Claims are entitled to vote on this Plan.

4.6 Class 5: Intercompany Claims.

(a) Treatment: All Intercompany Claims will be adjusted, continued, settled, reinstated, discharged, eliminated, or otherwise managed, in each case to the extent determined to be appropriate by the Debtors or Reorganized Debtors, as applicable, after consultation with the Plan Sponsor.

(b) Impairment and Voting: Allowed Intercompany Claims are either Unimpaired, in which case the holders of such Intercompany Claims conclusively are presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code, or Impaired, in which case the holders of such Intercompany Claims conclusively are presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, holders of Allowed Intercompany Claims are not entitled to vote to accept or reject this Plan, and the votes of such holders will not be solicited with respect to such Allowed Intercompany Claims.

4.7 Class 6: Subordinated Claims.

(a) Treatment: Allowed Subordinated Claims are subordinated to Claims, as applicable, in (i) Class 4A and Class 4B or (ii) Class 7, pursuant to this Plan and section 510 of the Bankruptcy Code. The holders of Allowed Subordinated Claims shall not receive or retain any property under this Plan on account of such Allowed Subordinated Claims.

(b) Impairment and Voting: Allowed Subordinated Claims are Impaired. In accordance with section 1126(g) of the Bankruptcy Code, the holders of such Allowed Subordinated Claims are conclusively presumed to reject this Plan and are not entitled to vote to accept or reject this Plan, and the votes of such holders will not be solicited with respect to such Allowed Subordinated Claims.

4.8 Class 7: Parent Interests.

(a) Treatment: On the Effective Date, all Parent Interests shall be deemed valueless, shall not receive or retain any property or distribution under the Plan and shall be discharged, cancelled, released, and extinguished.

(b) Impairment and Voting: Parent Interests are Impaired. In accordance with section 1126(g) of the Bankruptcy Code, the holders of Parent Interests are conclusively presumed to reject this Plan and are not entitled to vote to accept or reject this Plan, and the votes of such holders will not be solicited with respect to such Parent Interests.

4.9 Class 8: Intercompany Interests.

(a) Treatment: On the Effective Date, at the option of the Reorganized Debtors, in consultation with the Plan Sponsor, all Allowed Intercompany Interests shall either (i) remain unaffected by the Plan and continue in place or (ii) be cancelled (or otherwise eliminated) and holders of such cancelled Intercompany Interests shall not receive or retain any property under the Plan.

(b) Impairment and Voting: Allowed Intercompany Interests are either Unimpaired, in which case the holders of such Intercompany Interests conclusively are presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code, or Impaired, in which case the holders of such Intercompany Interests conclusively are presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, holders of Allowed Intercompany Interests are not entitled to vote to accept or reject this Plan, and the votes of such holders will not be solicited with respect to such Allowed Intercompany Interests.

ARTICLE V. MEANS FOR IMPLEMENTATION; POST-EFFECTIVE DATE GOVERNANCE.

5.1 *Settlement of Claims, Interests, and Controversies.*

(a) Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the Plan Distributions and other benefits provided under this Plan, the provisions of this Plan shall constitute a good faith compromise and settlement of all Claims, Interests and controversies relating to the contractual, legal and subordination rights that a holder of a Claim or Interest may have with respect to any Allowed Claim or Allowed Interest or any Plan Distribution on account thereof. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, as of the Effective Date, of each of the compromises and settlements embodied in the Plan, as well as the Bankruptcy Court's finding that all such compromises or settlements are fair, equitable, reasonable, and in the best interest of the Debtors and their Estates. This comprehensive compromise and settlement will be binding on the Debtors, the Reorganized Debtors, and the Speedcast Entities, as applicable, on all Persons who have asserted or could assert any potential Causes of Action, the Creditors' Committee or Litigation Trustee, as applicable, the Prepetition Lenders, and the Prepetition Secured Parties concerning such claims compromised and settled under the Plan (including, for the avoidance of doubt, any and all of the Creditors' Committee's potential (i) objections or challenges to the amount, validity, perfection, enforceability, priority or extent of the Prepetition Loans or the Prepetition Secured Parties' Liens (as defined in the Final DIP Order) and (ii) Challenges (as defined in the Final DIP Order) against the Prepetition Secured Parties). This comprehensive compromise and settlement is the fundamental foundation of the Plan. As such, the approval and consummation of the Plan will conclusively bind all holders of Claims against or Interests in the Debtors and other parties in interest, and the releases and settlements effected under the Plan will be operative as of the Effective Date and subject to enforcement by the Bankruptcy Court from and after the Effective Date, including pursuant to the injunctive provisions of Sections 10.4, 10.5, and 10.8.

(b) On the Effective Date the Litigation Trust shall be established in accordance with the Plan and shall be governed and administered in accordance with the Litigation Trust Agreement. The Litigation Trust Agreement shall be in form and substance reasonably acceptable to the Creditors' Committee and the Debtors. The Debtors and the Estates shall transfer to the Litigation Trust the Litigation Trust Causes of Action, free and clear of all Liens (including all Liens granted to secure the DIP Claims), charges, Claims, encumbrances and interests for the benefit of the holders of Allowed Other Unsecured Claims.

5.2 *Continued Corporate Existence and Dissolution of Dissolving Debtors.*

(a) Except as otherwise provided in this Plan, the Debtors shall continue to exist after the Effective Date as Reorganized Debtors in accordance with the applicable laws of the respective jurisdictions in which they are incorporated or organized and pursuant to their applicable Amended Organizational Documents. Prior to, on or after the Effective Date, each Reorganized Debtor may, in its sole discretion, take such action as permitted by applicable law and such Reorganized Debtor's organizational documents as such Reorganized Debtor may determine is reasonable and appropriate, (i) including causing (A) a Reorganized Debtor to be merged into another Reorganized Debtor or an affiliate of a Reorganized Debtor, (B) a Reorganized Debtor to be liquidated and dissolved or deregistered (or the equivalent in its relevant jurisdiction of incorporation), (C) the legal name of a Reorganized Debtor to be changed, or (D) the closure of a Reorganized Debtor's Chapter 11 Case on the Effective Date or any time thereafter or (ii) as otherwise contemplated pursuant to the Corporate Restructuring, subject in any case, to the terms of the Plan Sponsor Agreement and the consent of the Plan Sponsor, whose consent will not be unreasonably withheld.

(b) Prior to, on the Effective Date or as soon thereafter as is reasonably practicable, the Reorganized Debtors may take all actions as may be necessary or appropriate to effect any transaction described in, approved by, or necessary or appropriate to effectuate this Plan, including: (i) the execution and delivery of appropriate agreements or other documents of merger, consolidation, contribution, distribution, restructuring, conversion, disposition, transfer, dissolution, or liquidation containing terms that are consistent with the terms of this Plan and the Plan Documents and that satisfy the requirements of applicable law and any other terms to which the applicable Entities may agree; (ii) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of this Plan and having other terms to which the applicable parties agree; (iii) the filing of appropriate certificates of incorporation and memoranda and articles of association and amendments thereto, reincorporation, merger, consolidation, conversion, or dissolution pursuant to applicable law and any appropriate tax elections; (iv) the Restructuring Transactions; and (v) all other actions that the applicable Entities determine to be necessary or appropriate, including making filings or recordings that may be required by applicable law subject, in any case, to the terms of the Plan Sponsor Agreement and the consent of the Plan Sponsor, whose consent will not be unreasonably withheld; *provided*, that nothing in this Section 5.2(b) shall be construed to prohibit any Debtor, the Australian Administrator or any other Person from taking any steps towards implementing, if applicable, the Speedcast Parent Administration or any relevant Foreign Enforcement Action prior to the Effective Date.

(c) Each of the Dissolving Debtors shall be dissolved upon the filing of appropriate certificates of dissolution with the appropriate governmental authorities under applicable law and all agreements, instruments, and other documents evidencing any equity Interest in any of the Dissolving Debtors, and any right of any holder of such equity Interest in respect thereof, including any Claim related thereto, shall be deemed cancelled, discharged and of no force or effect.

5.3 *Corporate Action.*

Upon the Effective Date, all actions contemplated by the Plan shall be deemed authorized and approved in all respects, including (i) the assumption of executory contracts and unexpired leases as provided herein, (ii) the selection of the managers, directors, or officers for the Reorganized Debtors, (iii) the issuance and distribution of New Equity Interests, and (iv) all other actions contemplated by the Plan (whether to occur before, on, or after the Effective Date) subject, in any case, to the terms of the Plan Sponsor Agreement and the consent of the Plan Sponsor, whose consent will not be unreasonably withheld. All matters provided for in the Plan or the Plan Sponsor Agreement involving the corporate or limited liability company structure of the Debtors or the Reorganized Debtors, and any corporate or limited liability company action required by the Debtors or the Reorganized Debtors in connection with the Plan shall be deemed to have occurred and shall be in effect, without any requirement of further action by the security holders, directors, managers, or officers of the Debtors or the Reorganized Debtors.

5.4 *Cancellation of Certain Existing Securities and Agreements.*

(a) On the Effective Date, except for the purpose of evidencing or effectuating a right to a Plan Distribution and, whether or not for such purpose, as otherwise expressly set forth herein, all agreements, instruments, notes, certificates, indentures, mortgages, security documents, and other instruments or documents evidencing or creating any Prepetition Claim or Interest (except for (i) agreements, instruments, notes, certificates, indentures, mortgages, security documents, and other instruments or documents governing, relating to and/or evidencing (a) certain Intercompany Interests not modified by the Plan, and (b) any Reinstated Claim, and (ii) the Syndicated Facility Credit Agreement (including the New Incremental Term Loans (as defined in the Incremental Assumption and Amendment Agreement, dated as of October 16, 2018)), the other SFA Loan Documents and any related instrument, agreement or document solely with respect to the rights, claims, and/or remedies of any Prepetition Lender against another Prepetition Lender(s) or the Syndicated Facility Agent) and any rights of any holder in respect thereof shall be deemed cancelled and of no force or effect and the Debtors shall not have any continuing obligations thereunder; *provided*, that the Plan Sponsor may take such further action to implement the terms of this Plan, including the Restructuring Transactions, as agreed to with the Debtors, Reorganized Debtors, Australian Administrator(s) or Australian Deed Administrator(s), as applicable. For the avoidance of doubt, except as expressly set forth in the Plan, the obligations of the SFA Loan Parties under the SFA Loan Documents shall be deemed satisfied, cancelled, discharged, and of no force or effect.

(b) On and after the Effective Date, all duties, responsibilities or obligations of the Syndicated Facility Agent, the holders of Syndicated Facility Claims, the DIP Agent, and the holders of DIP Claims, in each case under (i) the SFA Loan Documents, and (ii) the DIP Documents (except as provided in Section 2.4 herein), in each case, shall be fully discharged, and such Persons shall have no rights or obligations arising from or related to such agreements, instruments, Securities, or other documentation or the cancellation thereof, except the rights provided for pursuant to the Plan.

(c) Notwithstanding such cancellation and discharge, the DIP Documents, the SFA Loan Documents and any other indenture or agreement that governs the rights of a holder of

an Allowed Claim shall continue in effect to the extent necessary (i) to allow the holders of such Claims to receive distributions under the Plan; (ii) to allow the Debtors, the Reorganized Debtors, the Disbursing Agent, and the Litigation Trustee to (1) make distributions pursuant to the Plan on account of such Claims and (2) take any other action reasonably necessary to cause the Plan to become Effective, including by implementing the Restructuring Transactions set forth in this Plan; (iii) to allow holders of Claims to maintain their rights to compensation and indemnification as against any money or property distributable to such holder of Claims; and (iv) to preserve all rights, including rights of enforcement, of the DIP Agent and the Syndicated Facility Agent against any Person other than a Released Party (including the Debtors); *provided*, that, nothing in this Section 5.4 shall affect the discharge of Claims pursuant to the Bankruptcy Code, the Confirmation Order, or the Plan.

(d) Any Letters of Credit that remain outstanding on the Effective Date shall be (i) cash collateralized by the Debtors or Reorganized Debtors, as applicable, pursuant to arrangements reasonably satisfactory to the Plan Sponsor, (ii) terminated, cancelled, or returned undrawn to the applicable Issuing Bank (as defined in the Syndicated Facility Agreement), or (iii) otherwise addressed through arrangements reasonably acceptable to the Plan Sponsor, the applicable Issuing Bank, and the Debtors or Reorganized Debtors, as applicable.

5.5 *Cancellation of Certain Existing Security Interests.*

Upon the full payment or other satisfaction of an Allowed Other Secured Claim or Syndicated Facility Secured Claim, or promptly thereafter, the holder of such Allowed Other Secured Claim and the applicable Prepetition Secured Parties shall deliver to the Debtors or the Reorganized Debtors, as applicable, any Collateral or other property of a Debtor held by such holder, together with any termination statements, instruments of satisfaction, or releases of all security interests and Liens with respect to its Claim that may be reasonably requested by the Reorganized Debtors to terminate any related financing statements, mortgages, mechanics' or other statutory Liens, or lis pendens, or similar interests or documents.

5.6 *Plan Funding.*

Plan distributions of Cash shall be funded from the Debtors' Cash on hand as of the applicable date of such Plan Distribution and from the proceeds of the Direct Investment.

5.7 *Authorization, Issuance, and Delivery of New Equity Interests.*

(a) On the Effective Date, the Debtors or Reorganized Debtors are authorized to distribute and New Speedcast Parent is authorized to issue or cause to be issued and shall issue or cause to be issued New Equity Interests, for distribution in accordance with the terms of this Plan and the Plan Sponsor Agreement, without the need for any further corporate, partnership, limited liability company, or shareholder action. Upon the Effective Date, the authorized equity interests of New Speedcast Parent shall be subject to the terms contained in the New Organizational Documents.

(b) On or (as applicable) before the Effective Date, the appropriate directors, officers, and managers of the Debtors or the Reorganized Debtors, as applicable, shall be

authorized and directed to, issue, execute, and deliver the agreements, documents, securities, and instruments contemplated by the Plan (or necessary or desirable to effect the transactions contemplated by the Plan) in the name and on behalf of the Reorganized Debtors. The authorizations and approvals contemplated by Article V shall be effective notwithstanding any requirements under non-bankruptcy law.

5.8 *Non-Cash Consideration*

On the Effective Date, the Plan Sponsor shall pay to each holder of an Allowed Syndicated Facility Claim Cash in an amount equal to such holder's Pro Rata Share of the Non-Cash Consideration (as defined in the Plan Sponsor Selection Procedures) in accordance with the Plan Sponsor Selection Procedures, if applicable.

5.9 *Direct Investment*

(a) Upon the Effective Date, New Speedcast Parent shall issue New Equity Interests to the Plan Sponsor for an aggregate purchase price of the Direct Investment Amount subject to the terms and conditions of this Plan and the Plan Sponsor Agreement and any consents or approvals required under each of the foregoing. The proceeds of the Direct Investment may be used to: (i) pay all of the DIP Facility claims, (ii) pay all Restructuring Expenses, (iii) pay all costs associated with the Corporate Restructuring; (iv) fund Plan Distributions, including, for the avoidance of doubt, the Trade Claim Cash Amount and Litigation Trust Cash Amount, and (v) provide the Reorganized Debtors with additional liquidity for working capital and general corporate purposes.

(b) In accordance with the Plan Sponsor Agreement and subject to the terms and conditions thereof, each Plan Sponsor, if more than one, has agreed, severally but not jointly, to purchase, on or prior to the Effective Date, the amount of New Equity Interests equal to its respective Equity Commitment (as defined in the Plan Sponsor Agreement).

5.10 *Officers and Boards of Directors.*

(a) Upon the Effective Date, the New Board shall be comprised as determined by the Plan Sponsor. If known, the officers and the composition of each board of directors of the Reorganized Debtors shall be disclosed prior to the Effective Date to the extent required by section 1129(a)(5) of the Bankruptcy Code. On the Effective Date, the chairman and each other member of the New Board shall be appointed to serve in accordance with the terms of the New Organizational Documents.

(b) Except to the extent that a member of the board of directors of a Debtor continues to serve as a director of such Reorganized Debtor immediately after the Effective Date, each such member will be deemed to have resigned or shall otherwise cease to be a director of the applicable Debtor as of the Effective Date without any further action required on the part of any such Debtor or member. Commencing on the Effective Date, each of the directors of each of the Reorganized Debtors shall serve pursuant to the terms of the applicable Amended Organizational Documents of such Reorganized Debtor and may be replaced or removed in accordance with such Amended Organizational Documents.

(c) The Reorganized Debtors may enter into new employment agreements with key executives on a case by case basis in form and substance acceptable to the Plan Sponsor and in accordance with the Plan Sponsor Agreement.

5.11 *Management Incentive Plan.*

Following the Effective Date, New Speedcast Parent shall enter into the Management Incentive Plan. All awards issued under the Management Incentive Plan will be dilutive of all other New Equity Interests issued pursuant to the Plan.

5.12 *Intercompany Interests.*

To the extent an Intercompany Interest is not cancelled or transferred pursuant to the Plan, on the Effective Date and without the need for any further corporate action or approval of any board of directors, board of managers, managers, or shareholders of any Debtor or Reorganized Debtor, as applicable, such Intercompany Interest shall be unaffected by the Plan, continue in place following the Effective Date and remain in full force and effect.

5.13 *Corporate Restructuring.*

(a) Prior to, on, or after the Effective Date, the Debtors, Reorganized Debtors, Australian Administrator(s) or Australian Deed Administrator(s), as applicable, shall take all actions consistent with the Plan, the Plan Sponsor Agreement, the Corporate Restructuring Steps and the Restructuring Transactions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Corporate Restructuring under and in connection with this Plan (and subject to the terms of the Plan Sponsor Agreement (including the applicable consent and approval rights thereunder)); *provided*, that nothing in this Section 5.13 shall be construed to prohibit any Debtor, or any other Person from taking any steps towards implementing, if applicable, the Speedcast Parent Administration, the Deed of Company Arrangement or any relevant Foreign Enforcement Action prior to the Effective Date.

(b) Following the Effective Date, Speedcast Parent may continue operations, be wound down, liquidated, dissolved, and/or deregistered in accordance with the Corporate Restructuring, applicable laws of the respective jurisdictions and this Plan.

(c) Pursuant to sections 1123(a)(5), 1123(b)(4), 1123(b)(6), and 1146(a) of the Bankruptcy Code, the Confirmation Order shall authorize and direct the Corporate Restructuring. Upon the Confirmation Date, the Debtors, the Reorganized Debtors, the Plan Sponsor, the Australian Administrator(s) and the Australian Deed Administrator(s), as applicable, shall be authorized to take any and all actions necessary to consummate the Corporate Restructuring, including, for the avoidance of doubt, commencing and pursuing any Foreign Enforcement Action.

(d) On the closing date of the Corporate Restructuring and Restructuring Transactions, all Assets held by or vested in New Speedcast Parent pursuant to the terms of the Plan and the Confirmation Order (in accordance with the Corporate Restructuring and the Plan Sponsor Agreement) shall be free and clear of all Claims, Equity Interests, Liens, charges,

encumbrances, and other interests, other than other interests expressly provided or assumed pursuant to the Plan or the documents included in the Plan Supplement.

5.14 *Speedcast Parent.*

(a) Following the Confirmation Date, the Speedcast Parent and/or its board of directors shall have, as may be required or prudent to implement this Plan or the Restructuring Transactions under the laws of Australia, the authority and right to appoint the Australian Administrator(s) without the need for Bankruptcy Court approval, and the Australian Administrator(s) or the Australian Deed Administrator(s), if appointed, shall have the authority and right on behalf of Speedcast Parent, without the need for Bankruptcy Court approval, to carry out and implement the provisions of this Plan and the Deed of Company Arrangement to the extent permitted by applicable law (and not inconsistent with the Corporate Restructuring) in connection with the Speedcast Parent Administration or the Deed of Company Arrangement (as applicable), including to: (i) carry out all of the duties of an administrator or deed administrator under the Corporations Act and at law; (ii) consider the terms of the Deed of Company Arrangement (or the terms of any other deed of company arrangement proposed); (iii) report to creditors of the Speedcast Parent and make recommendations thereto; (iv) convene any meeting of creditors of the Speedcast Parent as required under the Corporations Act; (v) except to the extent Claims have been Allowed, control and effectuate the Claims reconciliation process with respect to Speedcast Parent and its subsidiaries, if any, including to object to, seek to subordinate, compromise or settle any and all Claims against Speedcast Parent and its subsidiaries, if any; (vi) make distributions to holders of Allowed Claims in accordance with the Plan; (vii) prosecute all Causes of Action (that are not Litigation Trust Causes of Action) on behalf of Speedcast Parent and its subsidiaries, elect not to pursue such Causes of Action, and determine whether and when to compromise, settle, abandon, dismiss, or otherwise dispose of any such Causes of Action, as the Australian Administrator(s) or Australian Deed Administrator(s) may determine is in the best interests of Speedcast Parent and its subsidiaries; (viii) retain professionals to assist in performing its duties under the Plan, Speedcast Parent Administration or the Deed of Company Arrangement; (ix) maintain the books, records, and accounts of Speedcast Parent and its subsidiaries; (x) complete and file, as necessary, all final or otherwise required foreign, federal, state, and local tax returns for Speedcast Parent and its subsidiaries; and (xi) perform other duties and functions that are consistent with the implementation of the Plan, the Speedcast Parent Administration or the Deed of Company Arrangement, including the Corporate Restructuring, Corporate Restructuring Steps, Restructuring and Restructuring Transactions.

(b) Following the Confirmation Date and the appointment of any Australian Administrator(s) as may be required or prudent to implement this Plan or the Restructuring Transactions under the laws of Australia, any Debtor (other than the Speedcast Parent) shall have the authority and right to propose the Deed of Company Arrangement.

(c) In furtherance of the provisions of Section 5.13(b), after the consummation of the Plan, the directors of the Speedcast Parent, the Australian Administrators, the Australian Deed Administrators or the Australian Liquidators (as applicable) may (to the extent not inconsistent with the Corporate Restructuring) wind down, sell, liquidate, and may operate, use, acquire, or dispose of property and compromise or settle any Claims, Interests, or

Causes of Action (that are not retained by or transferred to the Litigation Trust) of the Speedcast Parent and its subsidiaries without approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

(d) Each of the Debtors and Reorganized Debtors shall indemnify and hold harmless any Australian Administrator(s) and Australian Deed Administrator(s) solely in their capacity as such for any losses incurred in such capacity, except to the extent such losses were the result of the gross negligence, willful misconduct, or criminal conduct of such Australian Administrator or Australian Deed Administrator (as applicable).

(e) The Australian Administrator(s), the Australian Deed Administrator(s) or the directors of the Speedcast Parent (as applicable) shall be authorized, on behalf of Speedcast Parent, subject to applicable law but without further action including any action by the stockholders, members, the board of directors, or board of directors or similar governing body of New Speedcast Parent, to (i) file any and all corporate and company documents necessary and/or (ii) enter or cause to enter any Foreign Enforcement Action necessary, in each case to effectuate the Plan, including the Restructuring, Restructuring Transactions, Corporate Restructuring, Corporate Restructuring Steps and the terms of the Deed of Company Arrangement.

(f) Any Australian Administrator(s) and the Australian Deed Administrator(s) shall be permitted to effectuate any Speedcast Parent Administration and Deed of Company Arrangement, as applicable, with the amounts reserved in the Speedcast Parent Budget.

(g) Nothing in this Plan shall be construed to:

(i) prohibit any Debtor, the Australian Administrator(s) or any other Person from taking any steps towards implementing the Speedcast Parent Administration or any relevant Foreign Enforcement Action prior to the Effective Date; or

(ii) require the Australian Administrator(s) or Australian Deed Administrator(s) to take any action, or refrain from taking any action, that would be contrary to their duties, the Corporations Act or law.

5.15 *Substantive Consolidation of Certain Debtors.*

Except as provided in this section, the Plan is a joint plan of reorganization of the Debtors for administrative purposes only and constitutes a separate chapter 11 plan for each Debtor.

The Plan shall be implemented through a substantive consolidation of the assets and liabilities of certain Debtors. The Confirmation Order shall contain findings supporting the conclusions providing for limited substantive consolidation for purposes of distribution to holders of Claims and Interests at the Substantively Consolidated Debtors on the terms set forth in this Section of the Plan. The Assets and liabilities of the following entities shall be substantively consolidated pursuant to the Plan: (i) Speedcast Group Holdings Pty Ltd. shall be substantively consolidated with Speedcast International Limited; and, (ii) Spacelink Systems, LLC and Spacelink Systems II, LLC (fka Spacelink System Inc) shall be substantively consolidated with Caprock Participações do Brasil Ltda. The substantive consolidation of the

Assets and liabilities and properties of the Substantively Consolidated Debtors shall have the following effects:

(a) The Chapter 11 Cases of (i) Speedcast Group Holdings Pty Ltd. and Speedcast International Limited shall be consolidated and (ii) Spacelink Systems II, LLC (fka Spacelink System Inc), Caprock Participações do Brasil Ltda., and Spacelink Systems, LLC, shall be consolidated, respectively, with each being treated as a single consolidated case with respect to Claims against the applicable Substantively Consolidated Debtor. All property of the Estate of each applicable Substantively Consolidated Debtor shall be deemed to be property of the applicable consolidated Estate with respect to the payment of Claims against the consolidated Estate.

(b) All Claims against each applicable Substantively Consolidated Debtors' Estate shall be deemed to be Claims against the consolidated Estates of Speedcast International Limited and Caprock Participações do Brasil Ltda., as applicable, and all proofs of claim filed against one or more of the Substantively Consolidated Debtors shall be deemed to be a single Claim filed against the consolidated estates of Speedcast International Limited and Caprock Participações do Brasil Ltda., as applicable, and all duplicate proofs of claim for the same Claim filed against more than one Debtor shall be deemed expunged.

(c) As set forth in Section 4.6 of this Plan, all Intercompany Claims will be adjusted, continued, settled, reinstated, discharged, eliminated, or otherwise managed, in each case to the extent determined to be appropriate by the Debtors or Reorganized Debtors, as applicable, after consultation with the Plan Sponsor.

(d) For purposes of determining the availability of the right of setoff under section 553 of the Bankruptcy Code, the Substantively Consolidated Debtors shall be treated as one consolidated entity (either Speedcast International Limited or Caprock Participações do Brasil Ltda., as applicable) so that, subject to the other provisions of section 553, debts due to any of the Substantively Consolidated Debtors may be set off against the debts of any other of the applicable Substantively Consolidated Debtors.

5.16 *Separability.*

Notwithstanding the combination of the separate plans of reorganization for the Debtors set forth in the Plan for purposes of economy and efficiency, other than as described in Section 5.15, the Plan constitutes a separate chapter 11 plan for each Debtor. Accordingly, if the Bankruptcy Court does not confirm the Plan with respect to one or more Debtors, it may still, subject to the consent of the applicable Debtors and the Plan Sponsor, confirm the Plan with respect to any other Debtor that satisfies the confirmation requirements of section 1129 of the Bankruptcy Code.

5.17 *Restructuring Expenses.*

On the Effective Date, or as soon as reasonably practicable thereafter, the Debtors or the Reorganized Debtors, as applicable, shall pay in full in Cash (to the extent not previously paid during the course of the Chapter 11 Cases) all outstanding Restructuring Expenses billed

through the Effective Date, in accordance with the terms of the applicable orders, engagement letters, or other applicable contractual arrangements. All parties entitled to payment pursuant to this Section 5.17 shall estimate their accrued Restructuring Expenses prior to and as of the Effective Date and shall deliver such estimates to the Debtors at least two Business Days before the Effective Date; *provided*, that such estimate shall not be considered an admission or limitation with respect to the fees and expenses of such parties. On the Effective Date, final invoices for all Restructuring Expenses incurred prior to and as of the Effective Date shall be submitted to the Debtors. In addition, the Debtors and the Reorganized Debtors (as applicable) shall continue to pay post-Effective Date, when due and payable in the ordinary course, Restructuring Expenses related to implementation, consummation and defense of the Plan.

5.18 *Reorganized Debtors' Authority.*

After the Effective Date, the Reorganized Debtors may operate the Debtors' business and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

5.19 *Subordination Agreements.*

Pursuant to section 510(a) of the Bankruptcy Code, all subordination agreements governing Claims or Interests shall be enforced in accordance with such agreement's terms.

5.20 *Litigation Trust.*

(a) ***Creation and Governance of the Litigation Trust.*** On the Effective Date, the Debtors and the Litigation Trustee shall execute the Litigation Trust Agreement in a form reasonably acceptable to the Creditors' Committee, and all other necessary steps shall be taken to establish the Litigation Trust in accordance with the Plan and the beneficial interests therein, which shall be for the benefit of the Litigation Trust Beneficiaries. In the event of any conflict between the terms of the Plan and the terms of the Litigation Trust Agreement, the terms of the Plan shall govern. Additionally, on the Effective Date, to the extent permitted by law, the Debtors shall transfer and shall be deemed to transfer to the Litigation Trust all of their rights, title and interest in and to all of the Litigation Trust Assets, and in accordance with section 1141 of the Bankruptcy Code, the Litigation Trust Assets shall automatically vest in the Litigation Trust free and clear of all Claims and Liens, subject only to (a) Litigation Trust Interests, and (b) the expenses of the Litigation Trust as provided for in the Litigation Trust Agreement, and such transfer shall be exempt from any stamp, real estate transfer, mortgage reporting, sales, use or other similar tax. The Litigation Trustee shall be the exclusive trustee of the assets of the Litigation Trust for purposes of 31 U.S.C. § 3713(b) and 26 U.S.C. § 6012(b)(3), as well as the representatives of the Estate of each of the Debtors appointed pursuant to section 1123(b)(3)(B) of the Bankruptcy Code, solely for purposes of carrying out the Litigation Trustee's duties under the Litigation Trust Agreement. The Litigation Trust shall be governed by the Litigation Trust Agreement and administered by the Litigation Trustee.

The powers, rights and responsibilities of the Litigation Trustee shall be specified in the Litigation Trust Agreement and shall include the authority and responsibility to, among

other things, take the actions set forth in this Section 5.20. The Litigation Trustee shall hold and distribute the Litigation Trust Assets in accordance with the provisions of the Plan and the Litigation Trust Agreement. Other rights and duties of the Litigation Trustee and the Litigation Trust Beneficiaries shall be as set forth in the Litigation Trust Agreement. After the Effective Date, the Debtors and the Reorganized Debtors shall have no interest in the Litigation Trust Assets except as set forth in the Litigation Trust Agreement.

(b) ***Purpose of the Litigation Trust.*** The Litigation Trust shall be established for the purpose of (i) evaluating and prosecuting the Litigation Trust Causes of Action, (ii) liquidating the Litigation Trust Assets, and (iii) distributing the Litigation Trust Distributable Proceeds, if any, to the Litigation Trust Beneficiaries in accordance with Treasury Regulation section 301.7701-4(d), with no objective to continue or engage in the conduct of a trade or business.

(c) ***Litigation Trustee and Litigation Trust Agreement.*** The Litigation Trust Agreement generally will provide for, among other things, payment of the Litigation Trust Expenses. The Litigation Trust Expenses shall be paid solely from the Litigation Trust Assets in accordance with the Plan and the Litigation Trust Agreement.

For the avoidance of doubt, any costs incurred by (i) the Disbursing Agent in making distributions to holders of Claims under the Plan or (ii) the Reorganized Debtors in prosecuting objections to Claims or otherwise administering Claims shall be paid by the Reorganized Debtors, except to the extent the Litigation Trustee seeks to prosecute certain claims objections pursuant to section 7.2(c).

The Litigation Trustee, on behalf of the Litigation Trust, may employ, without further order of the Bankruptcy Court, professionals (including Professionals previously retained by the Creditors' Committee) to assist in carrying out its duties hereunder and may compensate and reimburse the reasonable expenses of these professionals without further order of the Bankruptcy Court from the Litigation Trust Assets in accordance with the Plan and the Litigation Trust Agreement.

In furtherance of and consistent with the purpose of the Litigation Trust and the Plan, the Litigation Trustee, for the benefit of the Litigation Trust, shall (a) hold the Litigation Trust Assets for the benefit of the Litigation Trust Beneficiaries, (b) make distributions of Litigation Trust Distributable Proceeds, if any, as provided herein and in the Litigation Trust Agreement and (c) have the power and authority to prosecute and resolve any Litigation Trust Causes of Action. The Litigation Trustee shall be responsible for all decisions and duties with respect to the Litigation Trust and the Litigation Trust Assets, except as otherwise provided in the Litigation Trust Agreement. In all circumstances, the Litigation Trustee shall act in the best interests of the Litigation Trust Beneficiaries.

(d) ***Compensation and Duties of the Litigation Trustee.*** The salient terms of the Litigation Trustee's employment, including the Litigation Trustee's duties and compensation (which compensation shall be negotiated by the Litigation Trustee, the Debtors, the Plan Sponsor and the Creditors' Committee), shall be set forth in the Litigation Trust Agreement. The

Litigation Trustee shall be entitled to reasonable compensation in an amount consistent with that of similar functionaries in similar types of bankruptcy cases.

(e) ***Indemnification of the Litigation Trust Indemnified Persons.*** The Litigation Trust Indemnified Persons shall be held harmless by the Litigation Trust and shall not be liable for actions taken or omitted in their capacity as, or on behalf of, the Litigation Trustee, except those acts that are determined by Final Order to have arisen out of their own intentional fraud, willful misconduct, or gross negligence, and each shall be entitled to be indemnified, held harmless, and entitled to advancement (and indemnification for the same amounts if the Litigation Trust Indemnified Persons do not seek or receive advancement) by or from, as applicable, the Litigation Trust for fees and expenses including, without limitation, reasonable attorney's fees, which such Persons and Entities may incur or may become subject to or in connection with any action, suit, proceeding or investigation that is brought or threatened against such Persons in respect of that Person's or the Litigation Trustee's actions or inactions regarding the implementation or administration of this Plan or the Litigation Trust Agreement, or the discharge of their duties hereunder or the Litigation Trust Agreement, except for any actions or inactions that are determined by Final Order to have arisen from intentional fraud, willful misconduct or gross negligence. Any Claim of the Litigation Trust Indemnified Persons to be indemnified, held harmless, advanced, or reimbursed shall be satisfied from the Litigation Trust or any applicable insurance coverage obtained by the Litigation Trust.

(f) ***Cooperation of Reorganized Debtors.*** Subject to subsection (g) of this Section 5.20, the Debtors or Reorganized Debtors, as applicable, upon reasonable notice, shall provide reasonable cooperation with the Litigation Trustee in the administration of the Litigation Trust, including providing reasonable access to pertinent documents, including books and records, to the extent the Debtors or Reorganized Debtors have such information and/or documents, to the Litigation Trustee sufficient to enable the Litigation Trustee to perform its duties hereunder. All reasonable out-of-pocket costs and expenses incurred, upon prior written request of the Litigation Trustee, by the Debtors or the Reorganized Debtors in connection with actions taken under this subsection (f) shall be at the expense of the Litigation Trust.

(g) ***Preservation of Privilege.*** The Debtors and the Litigation Trust shall enter into a common interest agreement whereby the Debtors will be able to disclose to the Litigation Trust, on a strictly confidential basis, documents, information or communications (whether written or oral) relating to the Litigation Trust Assets that are covered by attorney-client privilege, work product privilege, or other privileges or immunity. Pursuant to the common interest disclosure agreement, the Debtors and the Litigation Trust will agree that, in the case of disclosures made pursuant to the agreement: (i) the documents, information or communications are privileged; (ii) the disclosure is made to the Litigation Trust solely for the specific purpose of enabling the Litigation Trustee to carry out its duties under the Litigation Trust Agreement; and (iii) the Debtors do not intend, by the disclosure, to waive any privileges or immunities as against any other person or entity. Further, the Litigation Trust shall agree: (x) to keep the documents, information and communications (and their contents) strictly confidential, not disclose them to any other party, and preserve and protect all applicable privileges attaching to them; (y) to return to the Debtors on reasonable demand any documents, information or communications or copies of them (or records of their contents); and (z) to inform the Debtors immediately if it receives any voluntary or compulsory request for production to a

third party of the documents, information or communications (or their contents) to enable the Debtors to assert their privilege. The Litigation Trustee's receipt of such documents, information or communications shall constitute a limited waiver in favor of the Litigation Trustee only, and shall not constitute a waiver of any privilege as against any other party. On the Effective Date, the Reorganized Debtors shall automatically succeed the Debtors as party to such common interest agreement. All privileges shall remain in the control of the Debtors or the Reorganized Debtors, as applicable, and the Debtors or the Reorganized Debtors retain the right to waive their own privileges.

(h) ***Transferability.*** Litigation Trust Interests shall not be certificated and shall be non-transferable other than if transferred by will, intestate succession, or otherwise by operation of law, or as and to the extent determined by the Litigation Trustee.

(i) ***U.S. Federal Income Tax Treatment of the Litigation Trust.*** The Litigation Trust shall be structured to qualify as a "liquidating trust" within the meaning of Treas. Reg. § 301.7701-4(d) and in compliance with Rev. Proc. 94-45, 1994-2 C.B. 684, and, thus, as a "grantor trust" within the meaning of Sections 671 through 679 of the Tax Code to the holders of Other Unsecured Claims, consistent with the terms of the Plan. All assets held by the Litigation Trust on the Effective Date shall be deemed for U.S. federal income tax purposes (i) to have been distributed (subject to any obligations relating to such assets) by the Debtors to the Litigation Trust Beneficiaries (other than the assets allocable to any disputed ownership fund) in partial satisfaction of such Litigation Trust Beneficiaries' Claims and (ii) immediately thereafter contributed by such Litigation Trust Beneficiaries to the Litigation Trust in exchange for their respective Litigation Trust Interests. The Litigation Trust Beneficiaries will be treated as the deemed owners of the Litigation Trust (other than the assets allocable to any disputed ownership fund). The sole purpose of the Litigation Trust shall be the liquidation and distribution of the Litigation Trust Assets in accordance with Treas. Reg. § 301.7701-4(d), with no objective to continue or engage in the conduct of a trade or business. All parties (including the Debtors and the Estates, holders of Other Unsecured Claims and the Litigation Trustee) shall report consistently with such treatment. All parties shall report consistently with the valuation of the Litigation Trust Assets transferred to the Litigation Trust as determined by the Litigation Trustee (or its designee). The Litigation Trustee shall be responsible for filing U.S. federal tax returns for the Litigation Trust as a grantor trust pursuant to Treas. Reg. § 1.671-4(a). The Litigation Trustee shall annually send to each holder of an interest in the Litigation Trust a separate statement regarding the receipts and expenditures of the trust as relevant for U.S. federal income tax purposes. Subject to definitive guidance from the IRS or a court of competent jurisdiction to the contrary (including the receipt by the Litigation Trustee of a private letter ruling if the Litigation Trustee so requests one, or the receipt of an adverse determination by the IRS upon audit if not contested by the Litigation Trustee), the Litigation Trustee may timely elect to (x) treat any portion of the Litigation Trust allocable to Disputed Claims as a "disputed ownership fund" governed by Treasury Regulation section 1.468B-9 (and make any appropriate elections) and (y) to the extent permitted by applicable law, report consistently with the foregoing for state and local income tax purposes. All parties (including the Debtors and the Estates, holders of Other Unsecured Claims and the Litigation Trustee) shall report for U.S. federal, state, and local income tax purposes consistently with the foregoing.

(j) ***Withholding.*** The Litigation Trustee may withhold and pay to the appropriate taxing authority all amounts required to be withheld pursuant to the Tax Code or any provision of any foreign, state or local tax law with respect to any payment or distribution to the Litigation Trust Beneficiaries. All such amounts withheld and paid to the appropriate taxing authority shall be treated as amounts distributed to such Litigation Trust Beneficiaries for all purposes of the Litigation Trust Agreement. The Litigation Trustee shall be authorized to collect such tax information from the Litigation Trust Beneficiaries (including, without limitation, social security numbers or other tax identification numbers) as it, in its sole discretion, deems necessary to effectuate the Plan, the Confirmation Order and the Litigation Trust Agreement. In order to receive distributions under the Plan, all Litigation Trust Beneficiaries will need to identify themselves to the Litigation Trustee and provide tax information and the specifics of their holdings, to the extent the Litigation Trustee deems appropriate. This identification requirement may, in certain cases, extend to holders who hold their securities in street name. The Litigation Trustee may refuse to make a distribution to any Litigation Trust Beneficiary that fails to furnish such information in a timely fashion, until such information is delivered; *provided, however*, that, upon the delivery of such information by a Litigation Trust Beneficiary, the Litigation Trustee shall make such distribution to which the Litigation Trust Beneficiary is entitled, without interest; and, *provided, further*, that, if the Litigation Trustee fails to withhold in respect of amounts received or distributable with respect to any such holder and the Litigation Trustee is later held liable for the amount of such withholding, such holder shall reimburse the Litigation Trustee for such liability.

(k) ***Litigation Trust Assets.*** The Litigation Trustee shall have the exclusive right on behalf of the Litigation Trust, to institute, file, prosecute, enforce, settle, compromise, release, abandon, or withdraw any and all Litigation Trust Causes of Action without any further order of the Bankruptcy Court, except as otherwise provided herein or in the Litigation Trust Agreement. From and after the Effective Date, the Litigation Trustee, in accordance with section 1123(b)(3) of the Bankruptcy Code, and on behalf of the Litigation Trust, shall serve as a representative of the Estates, solely for purposes of carrying out the Litigation Trustee's duties under the Litigation Trust Agreement. In connection with the investigation, prosecution and/or compromise of the Litigation Trust Causes of Action, the Litigation Trustee may expend such portion of the Litigation Trust Assets as the Litigation Trustee deems necessary. The Litigation Trustee may invest Cash (including any earnings thereon or proceeds therefrom) in any manner permitted to be made by a liquidating trust within the meaning of Treasury Regulation section 301.7701-4(d), as reflected therein, or under applicable IRS guidelines, rulings, or other controlling authorities.

(l) ***Litigation Trust Fees and Expenses.*** From and after the Effective Date, the Litigation Trustee, on behalf of the Litigation Trust, shall, in the ordinary course of business and without the necessity of any approval by the Bankruptcy Court, pay the reasonable professional fees and expenses incurred by the Litigation Trust and any Litigation Trustee Representatives retained by the Litigation Trust from the Litigation Trust Assets, except as otherwise provided in the Litigation Trust Agreement.

(m) ***Distribution of Unrestricted Cash.*** The Litigation Trustee shall distribute to the Litigation Trust Beneficiaries on account of their interests in the Litigation Trust, at least annually, all net proceeds from the monetization of assets, except that the Litigation Trust may

retain an amount of net proceeds reasonably necessary to maintain the value of the Litigation Trust Assets or to meet claims and contingent liabilities.

(n) *Single Satisfaction of Allowed Other Unsecured Claims.* Notwithstanding anything to the contrary herein, in no event shall holders of Allowed Other Unsecured Claims, as applicable, recover more than the full amount of their Allowed Other Unsecured Claims from the Litigation Trust Distributable Proceeds, if any.

(o) *Dissolution of the Litigation Trust.* The Litigation Trustee and the Litigation Trust shall be discharged or dissolved, as the case may be, at such time as (a) the Litigation Trustee determines that the pursuit of additional Litigation Trust Causes of Action is not likely to yield sufficient additional proceeds to justify further pursuit of such claims and (b) all distributions of Litigation Trust Distributable Proceeds, if any, required to be made by the Litigation Trustee under the Plan have been made, but in any event the Litigation Trust shall be dissolved no later than five years after the Effective Date unless the Bankruptcy Court, upon motion made within the six-month period before such fifth anniversary (and, in the event of further extension, at least six months before the end of the preceding extension), determines that a fixed period extension (not to exceed three years, together with any prior extensions, without a favorable letter ruling from the IRS that any further extension would not adversely affect the status of the Litigation Trust as a liquidating trust for federal income tax purposes) is necessary to facilitate or complete the recovery on, and liquidation of, the Litigation Trust Assets. Upon dissolution of the Litigation Trust, any remaining Litigation Trust Assets shall be distributed to all Litigation Trust Beneficiaries in accordance with the Plan and the Litigation Trust Agreement as appropriate.

ARTICLE VI. DISTRIBUTIONS.

6.1 Distributions Generally.

The Disbursing Agent shall make all Plan Distributions to the appropriate holders of Allowed Claims and Allowed Interests in accordance with the terms of this Plan; *provided*, that the Debtors or Reorganized Debtors, as applicable, shall disburse New Equity Interests to the Plan Sponsor; *provided, further*, that notwithstanding anything herein to the contrary, distributions to the Litigation Trust Beneficiaries shall be made by the Litigation Trustee as and when provided for in the Litigation Trust Agreement.

6.2 No Postpetition Interest on Claims.

Except as otherwise specifically provided for in this Plan, the Confirmation Order, or another order of the Bankruptcy Court or required by the Bankruptcy Code, and notwithstanding any documents to the contrary that govern the Debtors' prepetition indebtedness, postpetition and/or default interest shall not accrue or be paid on any Claims, and no holder of a Claim shall be entitled to (a) interest accruing on such Claim on or after the Petition Date, or (b) interest at the contractual default rate, as applicable.

6.3 *Date of Distributions.*

Unless otherwise provided in the Plan or Litigation Trust Agreement, on the Effective Date or as soon as reasonably practicable thereafter (or, if a Claim is not an Allowed Claim on the Effective Date, on the date that such Claim becomes Allowed or as soon as reasonably practicable thereafter), each holder of an Allowed Claim shall receive the full amount of the distributions that the Plan provides for such Allowed Claims in their applicable Class. In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day but shall be deemed to have been completed as of the required date. If and to the extent that there are Disputed Claims, distributions on account of any such Disputed Claims shall be made pursuant to the provisions set forth in Article VII of the Plan. Except as otherwise provided in the Plan or the documents included in the Plan Supplement, holders of Claims shall not be entitled to interest, dividends, or accruals on any Plan Distributions.

6.4 *Distribution Record Date.*

As of the close of business on the Distribution Record Date, the various lists of holders of Claims in each Class, as maintained by the Debtors or their agents, shall be deemed closed, and there shall be no further changes in the record holders of any Claims after the Distribution Record Date. Neither the Debtors, Reorganized Debtors, the Australian Administrator(s), the Australian Deed Administrator(s), nor the Disbursing Agent shall have any obligation to recognize any transfer of a Claim occurring after the close of business on the Distribution Record Date. In addition, with respect to payment of any Cure Amounts or disputes over any Cure Amounts, none of the Debtors, the Reorganized Debtors, the Australian Administrator(s), the Australian Deed Administrator(s), or the Disbursing Agent shall have any obligation to recognize or deal with any party other than the non-Debtor party to the applicable executory contract or unexpired lease, even if such non-Debtor party has sold, assigned, or otherwise transferred its Claim for a Cure Amount.

6.5 *Disbursing Agent.*

All distributions under this Plan shall be made by the Disbursing Agent on and after the Effective Date as provided herein except distributions to the Litigation Trust Beneficiaries shall be made by the Litigation Trustee as and when provided for in the Litigation Trust Agreement. The Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties. The Reorganized Debtors shall use all commercially reasonable efforts to provide the Disbursing Agent with the amounts of Claims and the identities and addresses of holders of Claims, in each case, as set forth in the Debtors' or the Reorganized Debtors' books and records. The Reorganized Debtors shall cooperate in good faith with the applicable Disbursing Agent (if other than the Reorganized Debtors) to comply with the reporting and withholding requirements outlined in Section 6.17 of this Plan.

6.6 *Delivery of Distributions.*

The Disbursing Agent will issue or cause to be issued, the applicable consideration under this Plan and, subject to Bankruptcy Rule 9010, will make all distributions to any holder of an Allowed Claim as and when required by this Plan (except distributions to the Litigation Trust beneficiaries shall be made by the Litigation Trustee as and when provided for in the Litigation Trust Agreement) at: (i) the address of such holder on the books and records of the Debtors or their agents or (ii) the address in any written notice of address change delivered to the Debtors or the Disbursing Agent, including any addresses included on any transfers of Claim filed pursuant to Bankruptcy Rule 3001. In the event that any distribution to any holder is returned as undeliverable, no distribution or payment to such holder shall be made unless and until the Disbursing Agent has been notified of the then-current address of such holder, at which time or as soon thereafter as reasonably practicable such distribution shall be made to such holder without interest.

6.7 *Unclaimed Property.*

One year from the later of: (i) the Effective Date and (ii) the date that is ten (10) Business Days from the date of distribution, all distributions payable on account of such Claim that are not deliverable and remain unclaimed shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code and shall revert to the Reorganized Debtors automatically and without need for a further order by the Bankruptcy Court (notwithstanding any applicable federal, provincial, or state escheat, abandoned, or unclaimed property laws to the contrary) or their successors or assigns, and all claims of any other Entity (including the holder of a Claim in the same Class) to such distribution shall be discharged and forever barred. The Reorganized Debtors and the Disbursing Agent shall have no obligation to attempt to locate any holder of an Allowed Claim other than by reviewing the Debtors' books and records, the register of the DIP Agent or the Syndicated Facility Agent, as applicable, or filings with the Bankruptcy Court.

6.8 *Satisfaction of Claims.*

Unless otherwise provided herein, any distributions and deliveries to be made on account of Allowed Claims under this Plan shall be in complete and final satisfaction, settlement, and discharge of and exchange for such Allowed Claims.

6.9 *Manner of Payment Under Plan.*

Except as specifically provided herein, at the option of the Debtors, the Reorganized Debtors, the Australian Administrator(s) or the Australian Deed Administrator(s), as applicable, any Cash payment to be made under this Plan may be made by a check or wire transfer or as otherwise required or provided in applicable agreements or customary practices of the Debtors consistent with commonly accepted business practices.

6.10 *Fractional Shares and De Minimis Cash Distributions.*

No fractional New Equity Interests shall be distributed. When any distribution would otherwise result in the issuance of a number of New Equity Interests that is not a whole number, the New Equity Interests subject to such distribution shall be rounded to the next higher

or lower whole number as follows: (i) fractions equal to or greater than 1/2 shall be rounded to the next higher whole number and (ii) fractions less than 1/2 shall be rounded to the next lower whole number. The total number of New Equity Interests to be distributed on account of the Direct Investment or otherwise in accordance with the Plan Sponsor Agreement will be adjusted as necessary to account for the rounding provided for herein. No consideration will be provided in lieu of fractional shares that are rounded down. Neither the Reorganized Debtors, Australian Administrator, nor the Disbursing Agent shall have any obligation to make a distribution that is less than one (1) share of New Equity Interests or one hundred dollars (\$100.00) in Cash. Fractional New Equity Interests that are not distributed in accordance with this section shall be returned to, and ownership thereof shall vest in New Speedcast Parent.

6.11 *No Distribution in Excess of Amount of Allowed Claim.*

Notwithstanding anything to the contrary in this Plan, no holder of an Allowed Claim shall receive, on account of such Allowed Claim, Plan Distributions in excess of the Allowed amount of such Claim plus any postpetition interest on such Claim, to the extent such interest is permitted by Section 6.2.

6.12 *Allocation of Distributions Between Principal and Interest.*

Except as otherwise provided in this Plan and subject to Section 6.2 of this Plan, to the extent that any Allowed Claim entitled to a distribution under this Plan is comprised of indebtedness and accrued but unpaid interest thereon, such distribution shall be allocated first to the principal amount of the Claim (as determined for U.S. federal income tax purposes) and then, to the extent of any excess, to the remainder of the Claim, including any Claim for accrued but unpaid interests.

6.13 *Exemption from Securities Laws.*

The issuance of the New Equity Interests pursuant to the Direct Investment are being made in reliance on the exemption from registration set forth in section 4(a)(2) of the Securities Act and/or Regulation D thereunder. Such Securities will be considered “restricted securities” and may not be offered for sale, sold, or otherwise transferred except pursuant to an effective registration statement under the Securities Act or in a transaction exempt from or not subject to registration under the Securities Act, such as under certain conditions, the resale provisions of Rule 144 of the Securities Act and in accordance with any applicable state securities laws.

6.14 *Setoffs and Recoupments.*

Each Debtor or Reorganized Debtor, as applicable, or such Entity’s designee, as instructed by such Reorganized Debtor, may, pursuant to section 553 of the Bankruptcy Code or applicable nonbankruptcy law, offset or recoup against any Allowed Claim and the distributions to be made pursuant to this Plan on account of such Allowed Claim any and all Claims, rights, and Causes of Action that such Debtor or Reorganized Debtor or its successors may hold against the holder of such Allowed Claim; *provided*, that neither the failure to effect a setoff or recoupment nor the allowance of any Claim hereunder will constitute a waiver or release by a

Debtor or Reorganized Debtor or its successor of any Claims, rights, or Causes of Action that a Reorganized Debtor or its successor or assign may possess against such holder.

6.15 *Release of Retained Funds*

Any Cash remaining in the Fee Claim Escrow Account, after all applicable distributions or other payments have been made from such Fee Claim Escrow Account shall be released therefrom by the Disbursing Agent and revert to the Reorganized Debtors or their successors or assigns at such dates as may be determined by the Disbursing Agent, but in no event later than the date that is sixty (60) days after all applicable distributions or other payments have been made from such account.

6.16 *Rights and Powers of Disbursing Agent.*

(a) Powers of Disbursing Agent. The Disbursing Agent shall be empowered to: (i) effect all reasonable actions and execute all agreements, instruments, and other documents necessary to perform its duties under this Plan; (ii) make all applicable distributions or payments provided for under this Plan; (iii) employ professionals to represent it with respect to its responsibilities; and (iv) exercise such other powers (A) as may be vested in the Disbursing Agent by order of the Bankruptcy Court (including any order issued after the Effective Date) or pursuant to this Plan or (B) as deemed by the Disbursing Agent to be necessary and proper to implement the provisions of this Plan.

(b) Expenses Incurred on or After the Effective Date. To the extent the Disbursing Agent is an Entity other than a Debtor or Reorganized Debtor, except as otherwise ordered by the Bankruptcy Court and subject to the written agreement of the Reorganized Debtors, the amount of any reasonable fees and reasonable and documented out-of-pocket expenses incurred by the Disbursing Agent on or after the Effective Date (including taxes and including for reasonable and documented attorneys' and other professional fees and out-of-pocket expenses) made by the Disbursing Agent shall be paid in Cash by the Reorganized Debtors.

6.17 *Withholding and Reporting Requirements.*

(a) The Reorganized Debtors and the Disbursing Agent shall comply with all applicable withholding and reporting requirements imposed by any federal, state, local, or foreign taxing authority, and all distributions under this Plan shall be subject to any such withholding or reporting requirements. In the case of a non-Cash distribution that is subject to withholding, the distributing party may withhold an appropriate portion of such distributed property and sell such withheld property to generate Cash necessary to pay over the withholding tax. Any amounts withheld pursuant to the preceding sentence shall be deemed to have been distributed to and received by the applicable recipient for all purposes of this Plan. The Reorganized Debtors and the Disbursing Agent shall reasonably cooperate with the relevant recipients of any distributions under this Plan to minimize any withholding to the extent permitted by applicable law.

(b) Notwithstanding the above, each holder of an Allowed Claim that is to receive a distribution under this Plan shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed on such holder by any Governmental Unit, including income, withholding, and other tax obligations, on account of such distribution.

(c) The Reorganized Debtors and the Disbursing Agent may require, as a condition to receipt of a distribution, that the holder of an Allowed Claim provide any information reasonably necessary to allow the distributing party to comply with any such withholding and reporting requirements imposed by any federal, state, local, or foreign taxing authority (including, for the avoidance of doubt, an IRS Form W-9 or (if the holder is a non-U.S. Person) an appropriate IRS Form W-8 (unless such Person is exempt from information reporting requirements under the Tax Code) and so notifies the Reorganized Debtors and the Disbursing Agent).

6.18 *Hart-Scott-Rodino Antitrust Improvements Act*

Any New Equity Interests to be distributed under the Plan to any Entity required as a result of such distribution to file a premerger notification and report form under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, to the extent applicable, shall not be distributed until the notification and waiting periods applicable under such Act to such Entity have expired or been terminated.

ARTICLE VII. PROCEDURES FOR RESOLVING CLAIMS.

7.1 *Disputed Claims Generally.*

Except insofar as a Claim is Allowed under the Plan or was Allowed prior to the Effective Date, the Debtors or the Reorganized Debtors, as applicable, shall have and retain any and all rights and defenses such Debtor has with respect to any Disputed Claim, including the Causes of Action retained pursuant to Section 10.11. Any objections to Claims shall be served and filed on or before: (a) the one hundred twentieth (120th) day following the later of (i) the Effective Date and (ii) the date that a proof of Claim is filed or amended or a Claim is otherwise asserted or amended in writing by or on behalf of a holder of such Claim; or (b) such later date as may be fixed by the Bankruptcy Court. All Disputed Claims not objected to by the end of such one hundred twenty (120) day period shall be deemed Allowed unless such period is extended upon approval of the Bankruptcy Court.

7.2 *Resolution of Disputed Claims*

(a) On and after the Effective Date, the Reorganized Debtors shall have the duty and authority, and, solely with respect to Other Unsecured Claims, in consultation with the Litigation Trustee, to (i) litigate, compromise, settle, otherwise resolve, or withdraw any objections to all Claims against the Debtors and to compromise and settle any such Disputed Claims without any further notice to or action, order, or approval by the Bankruptcy Court or any other party and (ii) administer and adjust the Claims Register to reflect any such settlements or compromises without any further action, order, notice to, or approval by the Bankruptcy Court or any other party.

(b) Expungement of, or Adjustment to, Paid, Satisfied, or Superseded Claims.

Any Claim that has been paid, satisfied, or superseded, or any Claim that has been amended or superseded, may be adjusted or expunged on the Claims Register by the Reorganized Debtors, and, solely with respect to Other Unsecured Claims, in consultation with the Litigation Trustee, without a claims objection having to be filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

(c) Notwithstanding anything herein to the contrary, the Creditors' Committee

or Litigation Trustee, as applicable, shall have the right to prosecute or otherwise adjudicate or settle particular objections to Other Unsecured Claims in the event that the Reorganized Debtors and the Litigation Trustee disagree with respect to the treatment of any particular Other Unsecured Claim and the Litigation Trustee shall have standing to seek court intervention to enforce this provision or otherwise resolve any dispute between the Reorganized Debtors and the Litigation Trustee with respect to allowance of Other Unsecured Claims.

(d) Disallowance of Claims. EXCEPT AS OTHERWISE AGREED, ANY

AND ALL PROOFS OF CLAIM FILED AFTER THE APPLICABLE DEADLINE FOR FILING SUCH PROOFS OF CLAIM SHALL BE DEEMED DISALLOWED AND EXPUNGED AS OF THE EFFECTIVE DATE WITHOUT ANY FURTHER NOTICE TO OR ACTION, ORDER, OR APPROVAL OF THE BANKRUPTCY COURT, AND HOLDERS OF SUCH CLAIMS MAY NOT RECEIVE ANY DISTRIBUTIONS ON ACCOUNT OF SUCH CLAIMS, UNLESS SUCH LATE PROOF OF CLAIM IS DEEMED TIMELY FILED BY A FINAL ORDER ON OR BEFORE THE LATER OF THE CONFIRMATION HEARING AND THE DATE THAT IS FORTY-FIVE (45) DAYS AFTER THE APPLICABLE DEADLINE FOR FILING SUCH PROOFS OF CLAIM.

7.3 *Estimation of Claims.*

The Debtors or the Reorganized Debtors, as applicable, may at any time request that the Bankruptcy Court estimate any contingent, unliquidated, or Disputed Claim pursuant to section 502(c) of the Bankruptcy Code, regardless of whether the Debtors had previously objected to or otherwise disputed such Claim or whether the Bankruptcy Court has ruled on any such objection. The Bankruptcy Court shall retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including during the pendency of any appeal relating to any such objection. In the event that the Bankruptcy Court estimates any contingent, unliquidated, or Disputed Claim, the amount so estimated shall constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on the amount of such Claim, the Reorganized Debtors may pursue supplementary proceedings to object to the allowance of such Claim.

7.4 *Claims Resolution Procedures Cumulative.*

All of the objection, estimation, and resolution procedures in this Plan are intended to be cumulative and not exclusive of one another. Claims may be estimated and subsequently settled, compromised, withdrawn, or resolved in accordance with this Plan by any mechanism approved by the Bankruptcy Court.

7.5 *No Distributions Pending Allowance.*

No payment or distribution provided under this Plan shall be made on account of a Disputed Claim unless and until (and only to the extent that) such Claim becomes an Allowed Claim.

7.6 *Distributions After Allowance.*

To the extent that a Disputed Claim ultimately becomes an Allowed Claim, distributions (if any) shall be made to the holder of such Allowed Claim in accordance with the provisions of this Plan. As soon as practicable after the date on which the order or judgment of the Bankruptcy Court allowing any Disputed Claim becomes a Final Order, the Disbursing Agent shall provide to the holder of such Claim the distribution (if any) to which such holder is entitled under this Plan as of the Effective Date, without any interest to be paid on account of such Claim unless required by the Bankruptcy Code.

ARTICLE VIII. EXECUTORY CONTRACTS AND UNEXPIRED LEASES.

8.1 *Assumption and Rejection of Executory Contracts and Unexpired Leases.*

(a) As of and subject to the occurrence of the Effective Date, and except as expressly set forth in section 8.4 and 8.5 herein, all executory contracts and unexpired leases to which the Debtors are party shall (subject, in the cases of clauses (ii) and (iii), to the consent of the Plan Sponsor, whose consent will not to be unreasonably withheld) be deemed rejected except for an executory contract or unexpired lease that (i) has been assumed or rejected pursuant to a Final Order prior to entry of the Confirmation Order and in respect to which a motion for such assumption or rejection has been filed prior to the initial filing of this Plan, (ii) is specifically designated on the Schedule of Assumed Contracts and Leases, or (iii) is the subject of a separate (A) assumption motion filed by the Debtors or (B) rejection motion filed by the Debtors under section 365 of the Bankruptcy Code before the Confirmation Date. The Debtors reserve the right to modify the treatment of any particular executory contract or unexpired lease pursuant to this Plan (subject to the consent rights in this clause (a)). Except as expressly set forth in sections 8.1(d), 8.3, 8.4 and 8.5, the Confirmation Order shall constitute the Bankruptcy Court's approval of the rejection of all the leases and contracts not identified in the Schedule of Assumed Contracts and Leases (subject to the consent rights described in this clause (a)).

(b) Subject to the occurrence of the Effective Date, the payment of any applicable Cure Amount, and the resolution of any Cure Dispute, the entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of the rejections, assumptions, and assumptions and assignments provided for in this Plan pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Unless otherwise indicated or provided in a separate order of the Bankruptcy Court, rejections, assumptions, or assumptions and assignments of executory contracts and unexpired leases pursuant to this Plan are effective as of the Effective Date. Each executory contract and unexpired lease assumed pursuant to this Plan or by order of the Bankruptcy Court but not assigned to a third party before the Effective Date shall vest in and be fully enforceable by the applicable Reorganized Debtor in accordance with its terms, except as

modified by the provisions of this Plan, any order of the Bankruptcy Court authorizing and providing for its assumption, or applicable law.

(c) Unless otherwise provided herein or by separate order of the Bankruptcy Court, each executory contract and unexpired lease that is assumed or assumed and assigned shall include any and all modifications, amendments, supplements, restatements, or other agreements made directly or indirectly by any agreement, instrument, or other document that in any manner affects such executory contract or unexpired lease, without regard to whether such agreement, instrument, or other document is listed in the Schedule of Assumed Contracts and Leases.

(d) Notwithstanding anything to the contrary herein, all intercompany agreements are deemed to be, and shall be treated as, executory contracts under this Plan and, on the Effective Date, shall be assumed pursuant to sections 365 and 1123 of the Bankruptcy Code effective as of the Effective Date regardless of whether such contracts are listed on the Schedule of Assumed Contracts and Leases.

8.2 *Determination of Cure Disputes and Deemed Consent.*

(a) With respect to each executory contract or unexpired lease to be assumed or assumed and assigned by the Debtors, unless otherwise determined by the Bankruptcy Court pursuant to a Final Order or agreed to by the parties thereto, the dollar amount required to Cure any defaults of the Debtors existing as of the Confirmation Date shall be the Cure Amount set in the Cure Notice. The Cure Amount shall be satisfied, under section 365(b)(1) of the Bankruptcy Code, by the Debtors or Reorganized Debtors, as applicable, upon assumption of the relevant executory contract or unexpired lease. In advance of the Confirmation Hearing, the Debtors shall have served a notice on parties to executory contracts and unexpired leases to be assumed reflecting the Debtors' intent to assume the contract or lease in connection with this Plan and setting forth the proposed Cure Amount (if any). Unless a different agreement has been reached with the counterparty, upon payment in full of the Cure Amount, any and all proofs of Claim based upon an executory contract or unexpired lease that has been assumed in the Chapter 11 Cases or hereunder shall be deemed Disallowed and expunged without any further notice or action by any party or order of the Bankruptcy Court.

(b) If there is a dispute regarding (i) any Cure Amount, (ii) the ability of the Debtors to provide adequate assurance of future performance (within the meaning of section 365 of the Bankruptcy Code) under the contract or lease to be assumed, or (iii) any other matter pertaining to assumption or assumption and assignment, such dispute shall be heard by the Bankruptcy Court prior to such assumption or assumption and assignment being effective. Any counterparty to an executory contract or unexpired lease that fails to object timely to the notice of the proposed assumption or assumption and assignment of such executory contract or unexpired lease or the relevant Cure Amount by the deadline to object to confirmation of this Plan, shall be deemed to have consented to such assumption or assumption and assignment and the Cure Amount (even if Zero Dollars (\$0)), and shall be forever barred, estopped, and enjoined from challenging the validity of such assumption or assumption and assignment or the amount of such Cure Amount thereafter.

8.3 *Survival of the Debtors' Indemnification and Reimbursement Obligations.*

(a) Notwithstanding anything in the Plan (including Section 10.3 of the Plan), any indemnification of the Debtors' officers, directors, members, agents, or employees (other than Non-Released Parties) who serve in such capacity provided for in the Debtors' bylaws, certificates of incorporation, other formation documents or board resolutions with respect to all present and future actions, suits, and proceedings against the Debtors or such officers, directors, members, managers, agents, or employees based upon any act or omission for or on behalf of the Debtors shall (i) remain in full force and effect, (ii) not be discharged, impaired, or otherwise affected in any way, including by the Plan, the Plan Supplement, or the Confirmation Order, (iii) not be limited, reduced or terminated after the Effective Date, and (iv) survive unimpaired and unaffected irrespective of whether such obligation is owed for an act or event occurring before, on or after the Petition Date, *provided*, that the Reorganized Debtors shall not indemnify officers, directors, members, or managers, as applicable, of the Debtors for any claims or Causes of Action (i) arising out of or relating to any act or omission that constitutes intentional fraud, gross negligence, or willful misconduct or (ii) that are not indemnified by such indemnification obligation; *provided*, further, that the obligations in this section shall not apply to any Non-Released Party and any obligations to indemnify a Non-Released Party shall be terminated upon the occurrence of the Effective Date. All such obligations shall be deemed and treated as executory contracts to be assumed by the Debtors under the Plan and shall continue as obligations of the Reorganized Debtors regardless of whether such obligations are included on the Schedule of Assumed Contracts and Leases. Any claim based on the Debtors' obligations under the Plan shall not be a Disputed Claim or subject to any objection, in either case, by reason of section 502(e)(1)(B) of the Bankruptcy Code.

(b) After the Effective Date, the Reorganized Debtors shall not terminate or otherwise reduce the coverage under any directors' and officers' insurance policies (including any "tail policy") in effect as of the Confirmation Date, and all members, managers, directors, and officers of the Debtors who served in such capacity at any time prior to the Effective Date shall be entitled to the full benefits of any such policy for the full term of such policy regardless of whether such members, managers, directors, and/or officers remain in such positions after the Effective Date.

8.4 *Compensation and Benefit Plans.*

Unless otherwise provided in this Plan and except as applicable to any Non-Released Party, all employment policies, and all compensation and benefits plans, policies, and programs of the Debtors applicable to their respective employees, retirees, and non-employee directors, including all savings plans, retirement plans, healthcare plans, disability plans, severance benefit plans, incentive plans, and life and accidental death and dismemberment insurance plans, are deemed to be, and shall be treated as, executory contracts under this Plan and, on the Effective Date, shall be assumed pursuant to sections 365 and 1123 of the Bankruptcy Code regardless of whether such obligations are identified on the Schedule of Assumed Contracts and Leases. For the avoidance of doubt, any awards granted under the Management Incentive Plan shall be governed by such plan and shall not be subject to any provisions of the foregoing assumed plans, programs, or arrangements.

8.5 Insurance Policies.

All insurance policies to which any Debtor is a party as of the Effective Date shall be deemed to be and treated as executory contracts, shall be assumed or assumed and assigned by the applicable Debtor regardless of whether such obligations are identified on the Schedule of Assumed Contracts and Leases, and shall vest in the Reorganized Debtors and continue in full force and effect thereafter in accordance with their respective terms.

8.6 Rejection Damages Claims.

In the event that the rejection of an executory contract or unexpired lease hereunder results in damages to the other party or parties to such executory contract or unexpired lease, any Claim for such damages shall be classified and treated in Class 4A (Unsecured Trade Claims) or Class 4B (Other Unsecured Claims), as applicable and as determined by the Debtors or Reorganized Debtors, as applicable. Such Claim shall be forever barred and shall not be enforceable against the Debtors or the Reorganized Debtors, as applicable, or their respective Estates, properties or interests in property as agents, successors, or assigns, unless a proof of Claim is filed with the Bankruptcy Court and served upon counsel for the Debtors or the Reorganized Debtors, as applicable, no later than forty-five (45) days after the filing and service of the notice of the occurrence of the Effective Date.

8.7 Reservation of Rights.

(a) Neither the exclusion nor the inclusion by the Debtors of any contract or lease on any exhibit, schedule, or other annex to this Plan or in the Plan Supplement, nor anything contained in this Plan, shall constitute an admission by the Debtors that any such contract or lease is or is not an executory contract or unexpired lease or that the Debtors or the Reorganized Debtors or their respective affiliates has any liability thereunder.

(b) Except as otherwise provided in this Plan, or in a previously entered order of the Bankruptcy Court, nothing shall waive, excuse, limit, diminish, or otherwise alter any of the defenses, claims, Causes of Action, or other rights of the Debtors or the Reorganized Debtors under any executory or non-executory contract or unexpired or expired lease.

(c) Nothing in this Plan shall increase, augment, or add to any of the duties, obligations, responsibilities, or liabilities of the Debtors or the Reorganized Debtors, as applicable, under any executory or non-executory contract or unexpired or expired lease.

(d) For the avoidance of doubt, nothing in this Plan shall or shall be deemed to constitute a waiver of any rights, claims and/or remedies of any Prepetition Lender against another Prepetition Lender(s) or the Syndicated Facility Agent under the Syndicated Facility Agreement, including, the New Incremental Term Loans (as defined in the Incremental Assumption and Amendment Agreement, dated as of October 16, 2018), the other SFA Loan Documents or any related instrument, agreement or document.

(e) If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of its assumption under this Plan, the Debtors or Reorganized

Debtors, as applicable, shall have sixty (60) days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease.

ARTICLE IX. CONDITIONS PRECEDENT TO THE OCCURRENCE OF THE EFFECTIVE DATE.

9.1 *Conditions Precedent to the Effective Date.*

The Effective Date shall not occur unless all of the following conditions precedent have been satisfied or waived in accordance with Section 9.3 of this Plan:

(a) the Bankruptcy Court shall have entered the Confirmation Order and such order shall have become a Final Order;

(b) the DIP Orders shall remain in full force and effect and no event of default under the DIP Documents shall have occurred or be continuing and an acceleration of the obligations or termination of the DIP Lenders' commitments under the DIP Documents shall not have occurred;

(c) the Plan Supplement and all of the schedules, documents, and exhibits contained therein, and all other schedules, documents, supplements and exhibits to the Plan, shall have been filed with the Bankruptcy Court and shall be acceptable to the relevant persons in accordance with the applicable consent and approval rights provided herein or in the Plan Sponsor Agreement;

(d) all conditions precedent to the consummation of the Direct Investment set forth in the Plan Sponsor Agreement shall have been satisfied or waived in accordance with the terms thereof and no termination event thereunder shall have occurred and not been waived;

(e) the Restructuring, Restructuring Transactions, Corporate Restructuring and Corporate Restructuring Steps shall have been (or substantially concurrently shall be) consummated, in each case in accordance with (and subject to the consent rights set forth in) the Plan and Plan Sponsor Agreement;

(f) the Debtors shall have paid all Restructuring Expenses incurred, or estimated to be incurred, through the Effective Date in accordance with the Plan;

(g) the Debtors shall have paid the Litigation Trust Cash Amount to the Litigation Trust and the Trade Claim Cash Amount shall have been funded in accordance with the terms of this Plan and the Plan Sponsor Agreement;

(h) the Plan Sponsor shall have paid any amounts payable by it pursuant to Section 5.8 to the persons entitled thereto;

(i) the Amended Organizational Documents shall have been entered into or otherwise made effective on terms consistent in all material respects with the Plan Sponsor Agreement.

(j) the Litigation Trust Agreement, in form and substance reasonably acceptable to the Creditors' Committee, Plan Sponsor, and the Debtors, shall have been entered into and become effective;

(k) the Company shall have received the full Direct Investment Amount and the New Equity Interests shall have been issued in accordance with the Plan and the Plan Sponsor Agreement;

(l) the Plan shall not have been materially amended, altered or modified from the Plan as confirmed by the Confirmation Order, unless such material amendment, alteration or modification has been made in accordance with Section 12.1 of the Plan and the Plan Sponsor Agreement;

(m) each Subsidiary Guarantor (as defined in the Syndicated Facility Agreement) shall be released pursuant to this Plan, valid action under the SFA, or by order of the Bankruptcy Court from any guarantees of, and all liens on its assets or properties securing, the "Obligations" (as defined in the Syndicated Facility Agreement), or otherwise evidenced in a manner reasonably satisfactory to the Plan Sponsor;

(n) there shall not be in effect any (a) order, opinion, ruling, or other decision entered by any court or other Governmental Unit or (b) U.S. or other applicable law staying, restraining, enjoining, prohibiting, or otherwise making illegal the implementation of any of the transactions contemplated by the Plan;

(o) all Foreign Enforcement Actions necessary to implement the transactions contemplated by this Plan have been successfully resolved and are subject to an order, judgment, or other approval that is in full force and effect and not subject to unfulfilled conditions (other than approval of a Deed of Company Arrangement or other arrangements in connection with the Speedcast Parent Administration to the extent such requires the occurrence of the Effective Date prior to approval), and all applicable waiting periods have expired without any action having been taken by any competent authority that would restrain, prevent, or otherwise impose materially adverse conditions on such transactions;

(p) The Intelsat Contract (as such term is used in the *Order Authorizing Debtors to Enter Into Material Contract with Intelsat US LLC* (Docket No. 545)) shall not have been terminated by the Debtors;

(q) to the extent approval of the Plan Sponsor Agreement or the Plan is required by the shareholders of Speedcast Parent under the ASX Listing Rules or the *Corporations Act 2001* (Cth), (i) Speedcast Parent has received a waiver of the requirement for shareholder approval from the ASX or ASIC (as applicable) or confirmation from the ASX or ASIC (as applicable) that such approval of the transactions contemplated by the Plan Sponsor Agreement and the Plan by the shareholders of Speedcast Parent is not required, and such waiver or confirmation is not revoked or withdrawn; and (ii) if such waiver or confirmation is subject to any conditions, any such conditions are satisfied; and

(r) all governmental and regulatory approvals, orders and consents (including, to the extent applicable, from the Committee on Foreign Investment in the United States, the Defense Counterintelligence and Security Agency, the Bankruptcy Court and the Foreign Investment Review Board of Australia) necessary in connection with the transactions provided for in this Plan have been obtained, are not subject to unfulfilled conditions, and are in full force and effect, and all applicable waiting periods have expired without any action having been taken by any competent authority that would restrain, prevent, or otherwise impose materially adverse conditions on such transactions.

9.2 *Timing of Conditions Precedent.*

Except as otherwise provided herein, all actions required to be taken on the Effective Date shall take place and shall be deemed to have occurred simultaneously and no such action shall be deemed to have occurred prior to the taking of any other such action.

9.3 *Waiver of Conditions Precedent.*

(a) Each of the conditions precedent to the occurrence of the Effective Date (other than Section 9.1(a) and 9.1(h)) may be waived in writing by the Debtors subject to the written consent of (i) the Plan Sponsor, and (ii) solely with respect to Section 9.1(p) and conditions precedent related to the Litigation Trust, the Creditors' Committee. If any such condition precedent is waived pursuant to this Section and the Effective Date occurs, each party agreeing to waive such condition precedent shall be estopped from withdrawing such waiver after the Effective Date or otherwise challenging the occurrence of the Effective Date on the basis that such condition was not satisfied. If this Plan is confirmed for fewer than all of the Debtors subject to Section 5.16 of this Plan, only the conditions applicable to the Debtor or Debtors for which this Plan is confirmed must be satisfied or waived for the Effective Date to occur.

(b) The stay of the Confirmation Order pursuant to Bankruptcy Rule 3020(e) shall be deemed waived by and upon the entry of the Confirmation Order, and the Confirmation Order shall take effect immediately upon its entry.

9.4 *Effect of Failure of a Condition.*

If the conditions listed in Section 9.1 are not satisfied or waived in accordance with Section 9.3 on or before the Outside Date (as defined in, and as may be extended pursuant to, the Plan Sponsor Agreement) or by such later date acceptable to the Plan Sponsor, this Plan shall be null and void in all respects and nothing contained in this Plan or the Disclosure Statement shall (i) constitute a waiver or release of any Claims by or against or any Interests in the Debtors, (ii) prejudice in any manner the rights of any Entity, or (iii) constitute an admission, acknowledgement, offer, or undertaking by the Debtors or any other Entity.

9.5 *Substantial Consummation.*

"Substantial Consummation" of the Plan, as defined in section 1101(2) of the Bankruptcy Code, with respect to any of the Debtors, shall be deemed to occur on the Effective Date with respect to such Debtor.

ARTICLE X. EFFECT OF CONFIRMATION.

10.1 *Binding Effect.*

Except as otherwise provided in section 1141(d)(3) of the Bankruptcy Code, and subject to the occurrence of the Effective Date, on and after the entry of the Confirmation Order, the provisions of this Plan shall bind every holder of a Claim against or Interest in any Debtor and inure to the benefit of and be binding on such holder's respective successors and assigns, regardless of whether the Claim or Interest of such holder is impaired under this Plan and whether such holder has voted to accept or reject this Plan.

10.2 *Vesting of Assets.*

Except as otherwise provided in this Plan, on and after the Effective Date, all Assets of the Estates, including all claims, rights, and Causes of Action and any property acquired by the Debtors or New Speedcast Parent under or in connection with this Plan, shall vest in each respective Reorganized Debtor free and clear of all Claims, Liens, charges, other encumbrances, and Interests, except as provided pursuant to the Plan, or the Confirmation Order. Subject to the terms of this Plan, on and after the Effective Date, the Reorganized Debtors may operate their businesses whether in or other than in the ordinary course of business, and may use, acquire, and dispose of property and prosecute, compromise, or settle any Claims (including any Administrative Expense Claims) and Causes of Action without supervision of or approval by the Bankruptcy Court and free and clear of any restrictions of the Bankruptcy Code or the Bankruptcy Rules other than restrictions expressly imposed by this Plan or the Confirmation Order. Without limiting the foregoing, the Reorganized Debtors may pay the charges that they incur on or after the Effective Date for professional fees, disbursements, expenses, or related support services without application to the Bankruptcy Court.

10.3 *Discharge of Claims Against and Interests in the Debtors.*

Upon the Effective Date and in consideration of the distributions to be made under this Plan, except as otherwise provided in this Plan or in the Confirmation Order, each holder (as well as any trustee or agent on behalf of such holder) of a Claim or Interest and any successor, assign, and affiliate of such holder shall be deemed to have forever waived, released, and discharged the Debtors, to the fullest extent permitted by section 1141 of the Bankruptcy Code, of and from any and all Claims, Interests, rights, and liabilities that arose prior to the Effective Date, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands or liabilities that arose before the Effective Date, any liability (including withdrawal liability) to the extent such Claims or Interests relate to services performed by employees of the Debtors before the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code. Except as otherwise provided in this Plan, upon the Effective Date, all such holders of Claims and Interests and their

successors, assigns, and affiliates shall be forever precluded and enjoined, pursuant to sections 105, 524, and 1141 of the Bankruptcy Code, from prosecuting or asserting any such discharged Claim against or terminated Interest in any Debtor or any Reorganized Debtor or any of their assets or properties.

10.4 *Term of Pre-Confirmation Injunctions and Stays.*

Unless otherwise provided in this Plan, all injunctions and stays arising under or entered during the Chapter 11 Cases, whether under sections 105 or 362 of the Bankruptcy Code or otherwise, and in existence on the date of entry of the Confirmation Order, shall remain in full force and effect until the later of the Effective Date and the date indicated in the order providing for such injunction or stay.

10.5 *Plan Injunction.*

(a) Except as otherwise provided in the Plan or in the Confirmation Order, from and after the Effective Date, pursuant to section 524(a) of the Bankruptcy Code, all Persons or Entities who have held, hold, or may hold Claims or Interests (whether proof of such Claims or Interests has been filed or not and whether or not such Persons or Entities vote in favor of, against or abstain from voting on the Plan or are presumed to have accepted or deemed to have rejected the Plan), and other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, and affiliates, that have been released, discharged, or are subject to exculpation, are, with respect to any such Claim or Interest, permanently enjoined after the entry of the Confirmation Order from: (i) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including any proceeding in a judicial, arbitral, administrative, or other forum) against or affecting, directly or indirectly, a Debtor, a Reorganized Debtor, a Released Party, or an Estate or the property of any of the foregoing, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons mentioned in this subsection (i) or any property of any such transferee or successor; (ii) enforcing, levying, attaching (including any prejudgment attachment), collecting, or otherwise recovering in any manner or by any means, whether directly or indirectly, any judgment, award, decree, or order against a Debtor, a Reorganized Debtor, a Released Party, or an Estate or its property, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons mentioned in this subsection (ii) or any property of any such transferee or successor; (iii) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against a Debtor, a Reorganized Debtor, a Released Party, or an Estate or any of its property, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons mentioned in this subsection (iii) or any property of any such transferee or successor; (iv) asserting any right of setoff, directly or indirectly, against any obligation due from asserting any right of setoff, directly or indirectly, against any obligation due from a Debtor, a Reorganized Debtor, a Released Party or an Estate or any of its property, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons mentioned in this subsection (iv) or any property of any such transferee or successor; (v) acting or proceeding in any manner, in any place whatsoever, that does

not conform to or comply with the provisions of the Plan to the full extent permitted by applicable law; and (vi) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of the Plan; provided, that nothing contained in the Plan shall preclude such Persons or Entities who have held, hold, or may hold Claims against, or Interests in, a Debtor, a Reorganized Debtor, a Released Party, or an Estate from exercising their rights and remedies, or obtaining benefits, pursuant to and consistent with the terms of the Plan.

(b) By accepting distributions pursuant to the Plan, each holder of an Allowed Claim or Allowed Interest shall be deemed to have affirmatively and specifically consented to be bound by the Plan, including the injunctions set forth in this Section 10.5 of the Plan.

(c) For the avoidance of doubt, the injunctions set forth in this Section 10.5 of the Plan prohibit the enforcement of the Syndicated Facility Agreement against any SFA Loan Party.

10.6 Releases.

(a) **RELEASES BY THE DEBTORS.** AS OF THE EFFECTIVE DATE, EXCEPT FOR THE RIGHTS AND REMEDIES THAT REMAIN IN EFFECT FROM AND AFTER THE EFFECTIVE DATE TO ENFORCE THE PLAN AND THE OBLIGATIONS CONTEMPLATED BY THE PLAN DOCUMENTS AND THE DOCUMENTS IN THE PLAN SUPPLEMENT, ON AND AFTER THE EFFECTIVE DATE, THE RELEASED PARTIES WILL BE DEEMED CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED, BY THE DEBTORS, THE REORGANIZED DEBTORS, AND THE ESTATES, IN EACH CASE ON BEHALF OF THEMSELVES AND THEIR RESPECTIVE SUCCESSORS, ASSIGNS, AND REPRESENTATIVES AND ANY AND ALL OTHER PERSONS THAT MAY PURPORT TO ASSERT ANY CAUSE OF ACTION DERIVATIVELY, BY OR THROUGH THE FOREGOING PERSONS, INCLUDING THE LITIGATION TRUST (IF ESTABLISHED), FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, SUITS, JUDGMENTS, DAMAGES, DEMANDS, DEBTS, RIGHTS, AND CAUSES OF ACTION, LOSSES, REMEDIES, OR LIABILITIES WHATSOEVER (INCLUDING ANY DERIVATIVE CLAIMS, ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, THE REORGANIZED DEBTORS, OR THE ESTATES), WHETHER LIQUIDATED OR UNLIQUIDATED, FIXED OR CONTINGENT, MATURED OR UNMATURED, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, ACCRUED OR UNACCRUED, EXISTING OR HEREINAFTER ARISING, WHETHER IN LAW OR EQUITY, WHETHER SOUNDING IN TORT OR CONTRACT, WHETHER ARISING UNDER FEDERAL OR STATE STATUTORY OR COMMON LAW, OR ANY OTHER APPLICABLE INTERNATIONAL, FOREIGN, OR DOMESTIC LAW, RULE, STATUTE, REGULATION, TREATY, RIGHT, DUTY, REQUIREMENTS OR OTHERWISE THAT THE DEBTORS, THE REORGANIZED DEBTORS, THE ESTATES, OR THEIR AFFILIATES WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR

COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST OR OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THE CHAPTER 11 CASES, THE RESTRUCTURING, THE DIP DOCUMENTS, THE SYNDICATED FACILITY AGREEMENT, ANY SFA LOAN DOCUMENT, AND ANY RELATED INSTRUMENT, AGREEMENT, OR DOCUMENT, THE PLAN SPONSOR AGREEMENT, THE EQUITY COMMITMENT AGREEMENT, THE DIRECT INVESTMENT, THE FORBEARANCE AGREEMENT, THE AMENDED ORGANIZATIONAL DOCUMENTS, THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS OR THE REORGANIZED DEBTORS, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN ANY DEBTOR AND ANY RELEASED PARTY, THE RESTRUCTURING OF CLAIMS AND INTERESTS BEFORE OR DURING THE CHAPTER 11 CASES, THE PLAN, THE DISCLOSURE STATEMENT, THE PLAN DOCUMENTS AND THE DOCUMENTS IN THE PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS, OR OTHER DOCUMENTS RELATING THERETO, AND THE NEGOTIATION, FORMULATION, PREPARATION OR CONSUMMATION OF ANY DOCUMENTS OR TRANSACTIONS IN CONNECTION WITH ANY OF THE FOREGOING, THE SOLICITATION OF VOTES WITH RESPECT TO THE PLAN, IN ALL CASES BASED UPON ANY ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASES SET FORTH ABOVE DO NOT RELEASE ANY OBLIGATIONS ARISING AFTER EFFECTIVE DATE OF ANY PARTY OR ENTITY UNDER THE PLAN, ANY RESTRUCTURING TRANSACTION, OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THOSE SET FORTH IN THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THE PLAN, INCLUDING THE ASSUMPTION OF THE INDEMNIFICATION PROVISIONS AS SET FORTH IN THE PLAN. FURTHERMORE, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, NOTHING IN THIS PROVISION SHALL, NOR SHALL IT BE DEEMED TO, RELEASE ANY RELEASED PARTY FROM ANY CLAIMS OR CAUSES OF ACTION THAT ARE FOUND, PURSUANT TO A FINAL ORDER, TO BE THE RESULT OF SUCH RELEASED PARTY'S GROSS NEGLIGENCE, ACTUAL FRAUD, OR WILLFUL MISCONDUCT.

ENTRY OF THE CONFIRMATION ORDER BY THE BANKRUPTCY COURT SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE RELEASES IN THIS SECTION 10.6(a) OF THE PLAN (the "DEBTOR RELEASES"), WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS UNDER THE PLAN, AND FURTHER, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE DEBTOR RELEASES ARE: (I) IN EXCHANGE FOR THE GOOD, VALUABLE AND ADEQUATE CONSIDERATION PROVIDED BY THE RELEASED PARTIES, (II) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE RELEASED CLAIMS RELEASED BY THE DEBTORS, THE REORGANIZED

DEBTORS AND THE ESTATES, (III) IN THE BEST INTERESTS OF THE DEBTORS, THE ESTATES AND ALL HOLDERS OF CLAIMS AND INTERESTS, (IV) FAIR, EQUITABLE AND REASONABLE, (V) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING, AND (VI) A BAR TO ANY OF THE DEBTORS, THE REORGANIZED DEBTORS, OR THE ESTATES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE DEBTOR RELEASE.

(b) NON-DEBTOR SFA LOAN PARTY RELEASE.

SOLELY TO THE EXTENT SET FORTH IN THE CONFIRMATION ORDER, ENTRY OF THE CONFIRMATION ORDER BY THE BANKRUPTCY COURT SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE RELEASES IN THIS SECTION 10.6(B) OF THE PLAN (THE "NON-DEBTOR SFA LOAN PARTY RELEASE"), WHICH INCLUDES, BY REFERENCE, EACH OF THE RELATED PROVISIONS AND DEFINITIONS UNDER THE PLAN, AND, FURTHERMORE, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE NON-DEBTOR SFA LOAN PARTY RELEASE IS (I) ESSENTIAL TO THE CONFIRMATION OF THE PLAN, (II) GIVEN IN EXCHANGE FOR THE GOOD, VALUABLE AND ADEQUATE CONSIDERATION PROVIDED BY THE NON-DEBTOR SFA LOAN PARTIES, INCLUDING ON ACCOUNT OF THEIR CONTRIBUTION TO THE DISTRIBUTIONS PROVIDED PURSUANT TO THIS PLAN, (III) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE NON-DEBTOR SFA LOAN PARTY RELEASE, (IV) IN THE BEST INTERESTS OF THE DEBTORS AND THEIR ESTATES, (V) FAIR, EQUITABLE AND REASONABLE, (VI) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING, AND/OR (VII) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE NON-DEBTOR SFA LOAN PARTY RELEASE.

NOTWITHSTANDING ANYTHING IN THIS PLAN, SOLICITATION PROCEDURES OR ANY BALLOT TO THE CONTRARY, SOLELY TO THE EXTENT SET FORTH IN THE CONFIRMATION ORDER, EACH NON-DEBTOR SFA LOAN PARTY WILL, ON ACCOUNT OF THEIR CONTRIBUTIONS UNDER THIS PLAN, BE DEEMED CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION WHATSOEVER, WHETHER LIQUIDATED OR UNLIQUIDATED, FIXED OR CONTINGENT, MATURED OR UNMATURED, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT, OR OTHERWISE BY STATUTE, VIOLATIONS OF FEDERAL OR STATE SECURITIES LAWS OR OTHERWISE, ARISING UNDER THE SYNDICATED FACILITY AGREEMENT, ANY SFA LOAN DOCUMENT AND ANY RELATED INSTRUMENT, AGREEMENT AND DOCUMENT.

(c) RELEASE OF LIENS. Except as otherwise specifically provided in the Plan, the Plan Documents, the DIP Documents, or in any contract, instrument, release,

or other agreement or document contemplated under or executed in connection with the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim, satisfaction in full of the secured portion of such Claim, including the Syndicated Facility Secured Claim, that is Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates and the SFA Loan Parties (to the extent set forth in the Confirmation Order) shall be fully released and discharged, and all of the right, title, and interest of any holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Reorganized Debtors or the non-Debtor SFA Loan Parties, as applicable (or other owner of such property as the case may be), and their successors and assigns, in each case, without any further approval or order of the Bankruptcy Court and without any action or filing being required to be made by the Debtors or non-Debtor SFA Loan Parties, as applicable.

10.7 Releases by Holders of Claims and Interests

AS OF THE EFFECTIVE DATE, EXCEPT FOR THE RIGHTS AND REMEDIES THAT REMAIN IN EFFECT FROM AND AFTER THE EFFECTIVE DATE TO ENFORCE THE PLAN AND THE OBLIGATIONS CONTEMPLATED BY THE PLAN DOCUMENTS, AND THE DOCUMENTS IN THE PLAN SUPPLEMENT, ON AND AFTER THE EFFECTIVE DATE, THE RELEASED PARTIES WILL BE DEEMED CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED BY THE RELEASING PARTIES, FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION WHATSOEVER (INCLUDING ANY DERIVATIVE CLAIMS, ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, THE REORGANIZED DEBTORS, OR THEIR ESTATES), WHETHER LIQUIDATED OR UNLIQUIDATED, FIXED OR CONTINGENT, MATURED OR UNMATURED, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT, OR OTHERWISE BY STATUTE, VIOLATIONS OF FEDERAL OR STATE SECURITIES LAWS OR OTHERWISE, THAT SUCH HOLDERS OR THEIR ESTATES, AFFILIATES, HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, ASSIGNS, MANAGERS, ACCOUNTANTS, ATTORNEYS, REPRESENTATIVES, CONSULTANTS, AGENTS, AND ANY OTHER PERSONS CLAIMING UNDER OR THROUGH THEM WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST OR OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THE REORGANIZED DEBTORS, OR THEIR ESTATES, THE CHAPTER 11 CASES, THE RESTRUCTURING, THE DIP DOCUMENTS, THE SYNDICATED FACILITY AGREEMENT, ANY SFA LOAN DOCUMENT, AND ANY RELATED INSTRUMENT, AGREEMENT, OR DOCUMENT, THE EQUITY COMMITMENT AGREEMENT, THE DIRECT INVESTMENT, THE FORBEARANCE AGREEMENT, THE AMENDED ORGANIZATIONAL DOCUMENTS, THE PURCHASE, SALE, OR RESCISSION OF

THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS OR THE REORGANIZED DEBTORS, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS OR INTERACTIONS BETWEEN ANY DEBTOR AND ANY RELEASED PARTY, THE RESTRUCTURING, THE RESTRUCTURING OF ANY CLAIMS OR INTERESTS BEFORE OR DURING THE CHAPTER 11 CASES, THE PLAN, THE DISCLOSURE STATEMENT, THE PLAN SPONSOR AGREEMENT, THE PLAN DOCUMENTS AND THE DOCUMENTS IN THE PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS, OR OTHER DOCUMENTS RELATING THERETO, AND THE NEGOTIATION, FORMULATION, PREPARATION OR CONSUMMATION OF ANY DOCUMENTS OR TRANSACTIONS IN CONNECTION WITH ANY OF THE FOREGOING, OR THE SOLICITATION OF VOTES WITH RESPECT TO THE PLAN, IN ALL CASES BASED UPON ANY ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCES TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASES SET FORTH ABOVE DO NOT RELEASE ANY OBLIGATIONS ARISING AFTER EFFECTIVE DATE OF ANY PARTY OR ENTITY UNDER THE PLAN, ANY RESTRUCTURING TRANSACTION, OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THOSE SET FORTH IN THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THE PLAN, INCLUDING THE ASSUMPTION OF THE INDEMNIFICATION PROVISIONS AS SET FORTH IN THE PLAN.

ENTRY OF THE CONFIRMATION ORDER BY THE BANKRUPTCY COURT SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE RELEASES IN SECTION 10.7 OF THE PLAN (THE "THIRD-PARTY RELEASE"), WHICH INCLUDES, BY REFERENCE, EACH OF THE RELATED PROVISIONS AND DEFINITIONS UNDER THE PLAN, AND, FURTHERMORE, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE THIRD-PARTY RELEASE IS (I) CONSENSUAL, (II) ESSENTIAL TO THE CONFIRMATION OF THE PLAN, (III) GIVEN IN EXCHANGE FOR THE GOOD, VALUABLE AND ADEQUATE CONSIDERATION PROVIDED BY THE RELEASED PARTIES, (IV) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE THIRD-PARTY RELEASE, (V) IN THE BEST INTERESTS OF THE DEBTORS AND THEIR ESTATES, (VI) FAIR, EQUITABLE AND REASONABLE, (VII) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING, AND (VIII) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE THIRD-PARTY RELEASE.

10.8 *Exculpation.*

EFFECTIVE AS OF THE EFFECTIVE DATE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND WITHOUT AFFECTING OR LIMITING EITHER THE ESTATE RELEASE SET FORTH IN SECTION 10.6 HEREIN OR THE CONSENSUAL RELEASES BY HOLDERS OF CLAIMS SET FORTH IN

SECTION 10.7 HEREIN, AND NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, NO EXCULPATED PARTY WILL HAVE OR INCUR, AND EACH EXCULPATED PARTY WILL BE RELEASED AND EXCULPATED FROM, ANY CLAIM, OBLIGATION, SUIT, JUDGMENT, DAMAGE, DEMAND, DEBT, RIGHT, CAUSE OF ACTION, LOSS, REMEDY, AND LIABILITY FOR ANY CLAIM IN CONNECTION WITH OR ARISING OUT OF THE ADMINISTRATION OF THE CHAPTER 11 CASES; THE NEGOTIATION, PURSUIT, FORMULATION, PREPARATION OR CONSUMMATION OF THE DIP FACILITY, THE SYNDICATED FACILITY AGREEMENT, THE EQUITY COMMITMENT AGREEMENT, THE PLAN SPONSOR AGREEMENT, THE FORBEARANCE AGREEMENT, THE DIRECT INVESTMENT, THE MANAGEMENT INCENTIVE PLAN, THE AMENDED ORGANIZATIONAL DOCUMENTS, THE DISCLOSURE STATEMENT, THE RESTRUCTURING, THE PLAN AND THE PLAN DOCUMENTS (INCLUDING THE DOCUMENTS IN THE PLAN SUPPLEMENT), OR THE SOLICITATION OF VOTES FOR, OR CONFIRMATION OF, THE PLAN; THE FUNDING OR CONSUMMATION OF THE PLAN; THE OCCURRENCE OF THE EFFECTIVE DATE; THE ADMINISTRATION OF THE PLAN OR THE PROPERTY TO BE DISTRIBUTED UNDER THE PLAN; THE ISSUANCE OF SECURITIES UNDER OR IN CONNECTION WITH THE PLAN; THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS OR THE REORGANIZED DEBTORS; OR THE TRANSACTIONS IN FURTHERANCE OF ANY OF THE FOREGOING; OTHER THAN CLAIM, OBLIGATION, SUIT, JUDGMENT, DAMAGE, DEMAND, DEBT, RIGHT, CAUSE OF ACTION, LOSS, AND LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATED TO ANY ACT OR OMISSION OF AN EXCULPATED PARTY THAT CONSTITUTES INTENTIONAL FRAUD, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE AS DETERMINED BY A FINAL ORDER. THE EXCULPATED PARTIES HAVE ACTED IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE WITH REGARD TO THE SOLICITATION AND DISTRIBUTION OF SECURITIES PURSUANT TO THE PLAN AND, THEREFORE, ARE NOT, AND ON ACCOUNT OF SUCH DISTRIBUTIONS WILL NOT BE, LIABLE AT ANY TIME FOR THE VIOLATION OF ANY APPLICABLE LAW, RULE, OR REGULATION GOVERNING THE SOLICITATION OF ACCEPTANCES OR REJECTIONS OF THE PLAN OR SUCH DISTRIBUTIONS MADE PURSUANT TO THE PLAN, INCLUDING THE ISSUANCE OF SECURITIES THEREUNDER.

10.9 Injunction Related to Releases and Exculpation.

Except for the rights that remain in effect from and after the Effective Date to enforce this Plan and the Plan Documents, the Confirmation Order shall permanently enjoin the commencement or prosecution by any Entity, whether directly, derivatively, or otherwise, of any Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, losses, or liabilities released or exculpated pursuant to this Plan.

10.10 Subordinated Claims.

The allowance, classification, and treatment of all Allowed Claims and Allowed Interests and the respective distributions and treatments thereof under this Plan take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, sections 510(b), or 510(c) of the Bankruptcy Code, or otherwise. Pursuant to section 510 of the Bankruptcy Code, the Debtors and Reorganized Debtors, as applicable, reserve the right to reclassify any Allowed Claim or Allowed Interest in accordance with any contractual, legal, or equitable subordination relating thereto.

10.11 Retention of Causes of Action and Reservation of Rights.

Subject to Sections 10.6, 10.7, 10.8, and 10.9 of this Plan, nothing contained in this Plan or the Confirmation Order shall be deemed to be a waiver or relinquishment of any rights, claims, Causes of Action, rights of setoff or recoupment, or other legal or equitable defenses that the Debtors had immediately before the Effective Date on behalf of the Estates or of themselves in accordance with any provision of the Bankruptcy Code or any applicable nonbankruptcy law. Subject to Sections 10.6, 10.7, 10.8, and 10.9 of this Plan, and except as provided in any order entered by the Bankruptcy Court, the Reorganized Debtors shall have, retain, reserve, and be entitled to assert all such claims, Causes of Action, rights of setoff or recoupment, and other legal or equitable defenses as fully as if the Chapter 11 Cases had not been commenced, and all of the Debtors' legal and equitable rights in respect of any Unimpaired Claim may be asserted after the Effective Date to the same extent as if the Chapter 11 Cases had not been commenced.

10.12 Ipso Facto and Similar Provisions Ineffective.

Any term of any policy, contract, or other obligation applicable to a Debtor shall be void and of no further force or effect with respect to any Debtor to the extent that such term is conditioned on, creates an obligation of the Debtor as a result of, or gives rise to a right of any Entity based on any of the following: (i) the insolvency or financial condition of a Debtor; (ii) the commencement of the Chapter 11 Cases; (iii) the confirmation or consummation of this Plan, including any change of control that will occur as a result of such consummation; (iv) any change of control resulting from Restructuring Transactions; (v) the commencement of any Foreign Enforcement Action or similar proceeding; or (vi) the Restructuring.

ARTICLE XI. RETENTION OF JURISDICTION.

11.1 Retention of Jurisdiction.

Pursuant to sections 105(c) and 1142 of the Bankruptcy Code and notwithstanding entry of the Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, the Bankruptcy Court shall retain exclusive jurisdiction, pursuant to 28 U.S.C. §§ 1334 and 157, over all matters arising in or related to the Chapter 11 Cases, other than with respect to the Speedcast Parent Administration, the Deed of Company Arrangement,

the Speedcast Parent Liquidation, as applicable, or any matters subject to the jurisdiction of a voluntary foreign recognition, administration, or similar proceedings commenced to implement the terms of the Restructuring or this Plan, for, among other things, the following purposes:

(a) to hear and determine applications for the assumption or rejection of executory contracts or unexpired leases and any disputes over Cure Amounts resulting therefrom;

(b) to determine any motion, adversary proceeding, application, contested matter, and other litigated matter in the Chapter 11 Cases pending on or commenced after the entry of the Confirmation Order, including adjudication of the Litigation Trust Causes of Action;

(c) to hear and resolve any disputes arising from or related to (i) any orders of the Bankruptcy Court granting relief under Bankruptcy Rule 2004 or (ii) any protective orders entered by the Bankruptcy Court in connection with the foregoing;

(d) to ensure that distributions to holders of Allowed Claims are accomplished as provided in this Plan and the Confirmation Order;

(e) to consider Claims or the allowance, classification, priority, compromise, estimation, or payment of any Claim, including any Administrative Expense Claim;

(f) to enter, implement, or enforce such orders as may be appropriate in the event that the Confirmation Order is for any reason stayed, reversed, revoked, modified, or vacated;

(g) to issue and enforce injunctions and releases, enter and implement other orders, and take such other actions as may be necessary or appropriate to restrain interference by any Entity with the consummation, implementation, or enforcement of this Plan, the Confirmation Order, or any other order of the Bankruptcy Court;

(h) to hear and determine any application to modify this Plan in accordance with section 1127 of the Bankruptcy Code to remedy any defect or omission or reconcile any inconsistency in this Plan, the Disclosure Statement, or any order of the Bankruptcy Court, including the Confirmation Order, in such a manner as may be necessary to carry out the purposes and effects thereof;

(i) to hear and determine all Fee Claims and Restructuring Expenses;

(j) to resolve disputes concerning Disputed Claims and any retained amounts with respect to Disputed Claims or the administration thereof, including disagreement between the Reorganized Debtors and the Litigation Trustee regarding the allowance of certain Disputed Claims as provided for in section 7.2(c) or information requests from the Litigation Trustee to the Reorganized Debtors;

(k) to hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of this Plan, the Confirmation Order, any

transactions or payments in furtherance of either, or any agreement, instrument, or other document governing or related to any of the foregoing;

(l) to take any action and issue such orders, including any such action or orders as may be necessary after entry of the Confirmation Order or the occurrence of the Effective Date, as may be necessary to construe, enforce, implement, execute, and consummate this Plan, including any release, exculpation, or injunction provisions set forth in this Plan, or to maintain the integrity of this Plan following the occurrence of the Effective Date;

(m) to determine such other matters and for such other purposes as may be provided in the Confirmation Order;

(n) to hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

(o) to hear and determine any other matters related to the Chapter 11 Cases and not inconsistent with the Bankruptcy Code or title 28 of the United States Code;

(p) to resolve any disputes concerning whether an Entity had sufficient notice of the Chapter 11 Cases, the Disclosure Statement, any solicitation conducted in connection with the Chapter 11 Cases, any bar date established in the Chapter 11 Cases, or any deadline for responding or objecting to a Cure Amount, in each case, for the purpose for determining whether a Claim or Interest is discharged hereunder or for any other purpose;

(q) to recover all Assets of the Debtors and property of the Estates, wherever located;

(r) to enter a final decree closing each of the Chapter 11 Cases;

provided, that upon the execution of the New Organizational Documents and the Amended Organizational Documents, disputes with respect the New Organizational Documents and the Amended Organizational Documents that are not related to the Plan shall otherwise be governed by the jurisdictional, forum selection or dispute resolution clause contained in such document.

ARTICLE XII. MISCELLANEOUS PROVISIONS.

12.1 Amendments.

(a) Plan Modifications. Subject to the written consent of (x) the Plan Sponsor, (y) the Creditors' Committee (in the case of this clause (y), whose consent will not be unreasonably withheld) and (z) solely with respect to Sections 5.8 and 9.1(h) and the component definitions thereof, the Initial Plan Sponsor, this Plan may be amended, modified, or supplemented by the Debtors in the manner provided for by section 1127 of the Bankruptcy Code or as otherwise permitted by law, without additional disclosure pursuant to section 1125 of the Bankruptcy Code, except as otherwise ordered by the Bankruptcy Court. In addition, after the Confirmation Date, so long as such action does not materially and adversely affect the treatment of holders of Allowed Claims or Allowed Interests pursuant to this Plan, the Debtors may remedy any defect or omission or reconcile any inconsistencies in this Plan or the

Confirmation Order with respect to such matters as may be necessary to carry out the purposes or effects of this Plan, and any holder of a Claim or Interest that has accepted this Plan shall be deemed to have accepted this Plan as amended, modified, or supplemented.

(b) Certain Technical Amendments. Prior to the Effective Date, the Debtors may make appropriate technical adjustments and modifications to this Plan without further order or approval of the Bankruptcy Court; *provided*, that such technical adjustments and modifications do not adversely affect the Plan Sponsor or treatment of holders of Allowed Claims or Allowed Interests under this Plan and are reasonably acceptable to the Creditors' Committee.

12.2 *Revocation or Withdrawal of Plan.*

The Debtors, in consultation with the Creditors' Committee, reserve the right to revoke or withdraw this Plan prior to the Effective Date as to any or all of the Debtors. If, with respect to a Debtor, this Plan has been revoked or withdrawn prior to the Effective Date, or if confirmation or the occurrence of the Effective Date as to such Debtor does not occur on the Effective Date, then, with respect to such Debtor: (i) this Plan shall be null and void in all respects; (ii) any settlement or compromise embodied in this Plan (including the fixing or limiting to an amount any Claim or Interest or Class of Claims or Interests), assumption of executory contracts or unexpired leases affected by this Plan, and any document or agreement executed pursuant to this Plan shall be deemed null and void; and (iii) nothing contained in this Plan shall (a) constitute a waiver or release of any Claim by or against, or any Interest in, such Debtor or any other Entity; (b) prejudice in any manner the rights of such Debtor or any other Person or Entity; or (c) constitute an admission of any sort by any Debtor or any other Person or Entity.

12.3 *Dissolution of Creditors' Committee.*

Except to the extent provided herein, upon the Effective Date, the current and former members of the Creditors' Committee, and their respective officers, employees, counsel, advisors, and agents, shall be released and discharged of and from all further authority, duties, responsibilities, and obligations related to and arising from and in connection with the Chapter 11 Cases; *provided, however*, that following the Effective Date, the Creditors' Committee shall continue in existence and have standing and a right to be heard for the following limited purposes: (a) Claims and/or applications for compensation by Professional Persons; (b) any appeals of the Confirmation Order; (c) any appeals to which the Creditors' Committee is a named party; and (d) any adversary proceedings or contested matters as of the Effective Date to which the Creditors' Committee is a named party. Following the completion of the Creditors' Committee's remaining duties set forth above, the Creditors' Committee shall be dissolved, and the retention or employment of the Creditors' Committee's respective attorneys, accountants, and other agents shall terminate.

12.4 *Exemption from Certain Transfer Taxes.*

Pursuant to section 1146 of the Bankruptcy Code, the issuance, transfer, or exchange of any security or other property hereunder, including, to the fullest extent permitted

by applicable law, all sale transactions consummated by the Debtors and approved by the Bankruptcy Court on and after the Confirmation Date through and including the Effective Date, including any transfers effectuated under this Plan, and any assumption, assignment, or sale by the Debtors of their interests in unexpired leases of nonresidential real property or executory contracts pursuant to section 365(a) of the Bankruptcy Code, shall constitute a “transfer under a plan” within the purview of section 1146 of the Bankruptcy Code and shall not be subject to any stamp, real estate transfer, mortgage, mortgage recording, document recording, conveyance fee or other similar tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, sales tax, use tax or other similar tax or government assessment.

12.5 *Payment of Statutory Fees.*

All fees payable under section 1930 of chapter 123 of title 28 of the United States Code shall be paid on the Effective Date, or as soon as practicable thereafter, by the Debtors or Reorganized Debtors; *provided*, that all fees payable pursuant to section 1930 of chapter 123 of title 28 of the United States Code prior to the Effective Date shall be paid by the Debtors. Quarterly fees owed to the U.S. Trustee shall be paid when due in accordance with applicable law and the Debtors and Reorganized Debtors shall continue to file reports to show the calculation of such fees for the Debtors’ Estates until the Chapter 11 Cases are closed under section 350 of the Bankruptcy Code. Each and every one of the Debtors shall remain obligated to pay quarterly fees to the U.S. Trustee until the earliest of that particular Debtor’s case is closed, dismissed, or converted to a case under Chapter 7 of the Bankruptcy Code; *provided* that, in the event Chapter 11 Cases are not closed under section 350 of the Bankruptcy Code solely due to the existence of the Litigation Trust, then the Litigation Trust shall be obligated, and the Litigation Trustee shall cause the Litigation Trust, to pay the quarterly fees to the U.S. Trustee.

12.6 *Severability.*

Subject to Section 12.2 of this Plan, if, prior to the entry of the Confirmation Order, any term or provision of this Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court, at the request of the Debtors with the reasonable consent of the Creditors’ Committee and the Plan Sponsor, shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation by the Bankruptcy Court, the remainder of the terms and provisions of this Plan shall remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of this Plan, as it may have been altered or interpreted in accordance with this Section, is valid and enforceable pursuant to its terms.

12.7 *Governing Law.*

Except to the extent that the Bankruptcy Code or other federal law is applicable or to the extent that a Plan Document provides otherwise, the rights, duties, and obligations arising under this Plan and the Plan Documents shall be governed by, and construed and enforced in

accordance with, the internal laws of the State of New York, without giving effect to the principles of conflict of laws thereof.

12.8 *Immediate Binding Effect.*

Notwithstanding Bankruptcy Rules 3020(e), 6004(h), 7062, or otherwise, upon the occurrence of the Effective Date, the terms of this Plan and the Plan Documents shall be immediately effective and enforceable and deemed binding upon and inure to the benefit of the Debtors, the Reorganized Debtors, the holders of Claims and Interests, the Released Parties, the Exculpated Parties, and each of their respective successors and assigns.

12.9 *Successors and Assigns.*

The rights, benefits, and obligations of any Entity named or referred to in this Plan shall be binding on and shall inure to the benefit of any heir, executor, administrator, successor, or permitted assign, if any, of each such Entity.

12.10 *Entire Agreement.*

On the Effective Date, this Plan, the Plan Supplement, and the Confirmation Order shall supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into this Plan.

12.11 *Computing Time.*

In computing any period of time prescribed or allowed by this Plan, unless otherwise set forth in this Plan or determined by the Bankruptcy Court, the provisions of Bankruptcy Rule 9006 shall apply.

12.12 *Exhibits to Plan.*

All exhibits, schedules, supplements, and appendices to this Plan (including the Plan Supplement) are incorporated into and are a part of this Plan as if set forth in full herein.

12.13 *Notices.*

All notices, requests, and demands to or upon the Debtors or Reorganized Debtors, as applicable, shall be in writing (including by email transmission) and, unless otherwise provided herein, shall be deemed to have been duly given or made only when actually delivered, addressed as follows:

(a) *If to the Debtors or Reorganized Debtors:*

SpeedCast International Limited
4400 S. Sam Houston Parkway East
Houston, Texas 77048
Attn: Dominic Gyngell (dominic.gyngell@speedcast.com)

– and –

Weil, Gotshal & Manges LLP
700 Louisiana Street, Suite 1700
Houston, Texas 77002
Telephone: (212) 310-8000
Attn: Alfredo R. Pérez (Alfredo.Perez@weil.com)
Brenda Funk (Brenda.Funk@weil.com)
Stephanie Morrison (Stephanie.Morrison@weil.com)

– and –

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Attn: Gary T. Holtzer (Gary.Holtzer@weil.com)
Kelly DiBlasi (Kelly.DiBlasi@weil.com)
David N. Griffiths (David.Griffiths@weil.com)

(b) If to the *Initial Plan Sponsor*:

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019
Attn: Richard G. Mason (RGMason@wlrk.com)
DongJu Song (DSong@wlrk.com)
John R. Sobolewski (JRSobolewski@wlrk.com)
Benjamin S. Arfa (BSArfa@wlrk.com)

– and –

Vinson & Elkins LLP
1001 Fannin Street, Suite 250
Houston, Texas 77002
Attn: Paul E. Heath (pheath@velaw.com)
Matthew W. Moran (mmoran@velaw.com)

(c) If to the *Creditors' Committee*:

Hogan Lovells LLP
390 Madison Avenue
New York, New York 10017
Telephone: (212) 918-3000
Attn: David P. Simonds (david.simonds@hoganlovells.com)
Ronald J. Silverman (ronald.silverman@hoganlovells.com)
John D. Beck (john.beck@hoganlovells.com)
Jennifer Y. Lee (jennifer.lee@hoganlovells.com)

– and –

Husch Blackwell LLP
60 Travis St., Suite 2350
Houston, Texas 77002
Telephone: (713) 525-6226
Attn: Randall A. Rios (randy.rios@huschblackwell.com)
Timothy A. Million (tim.million@huschblackwell.com)

After the occurrence of the Effective Date, the Reorganized Debtors have authority to send a notice to Entities that to continue to receive documents pursuant to Bankruptcy Rule 2002, such Entities must file a renewed request to receive documents pursuant to Bankruptcy Rule 2002. After the occurrence of the Effective Date, the Reorganized Debtors are authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities that have filed such renewed requests.

12.14 *Reservation of Rights.*

Except as otherwise provided herein, this Plan shall be of no force or effect unless the Bankruptcy Court enters the Confirmation Order. None of the filing of this Plan, any statement or provision of this Plan, or the taking of any action by the Debtors with respect to this Plan shall be or shall be deemed to be an admission or waiver of any rights of the Debtors with respect to any Claims or Interests prior to the Effective Date.

Dated: November 25, 2020
Houston, Texas

**CAPROCK COMMUNICATIONS (AUSTRALIA) PTY LTD
CAPROCK COMMUNICATIONS PTE. LTD
CAPROCK COMUNICAÇÕES DO BRASIL LTDA.
CAPROCK PARTICIPAÇÕES DO BRASIL LTDA.
CAPROCK UK LIMITED
CCI SERVICES CORP.
COSMOS HOLDINGS ACQUISITION CORP.
EVOLUTION COMMUNICATIONS GROUP LIMITED
GLOBECOMM EUROPE B.V.
GLOBECOMM NETWORK SERVICES CORPORATION
HCT ACQUISITION, LLC
HERMES DATACOMMUNICATIONS INTERNATIONAL
LIMITED
MARITIME COMMUNICATION SERVICES, INC.
NEWCOM INTERNATIONAL, INC.
OCEANIC BROADBAND SOLUTIONS PTY LTD
SATELLITE COMMUNICATIONS AUSTRALIA PTY LTD
SPACELINK SYSTEMS II, LLC
SPACELINK SYSTEMS, LLC
SPEEDCAST AMERICAS, INC.
SPEEDCAST AUSTRALIA PTY LIMITED
SPEEDCAST CANADA LIMITED
SPEEDCAST COMMUNICATIONS, INC.
SPEEDCAST CYPRUS LTD.
SPEEDCAST FRANCE SAS
SPEEDCAST GROUP HOLDINGS PTY LTD
SPEEDCAST LIMITED
SPEEDCAST MANAGED SERVICES PTY LIMITED
SPEEDCAST NETHERLANDS B.V.
SPEEDCAST NORWAY AS
SPEEDCAST SINGAPORE PTE. LTD.
SPEEDCAST UK HOLDINGS LIMITED
TELAURUS COMMUNICATIONS LLC**

By: /s/ Michael Healy
Name: Michael Healy
Title: Chief Restructuring Officer

Exhibit B

Redline of Changed Pages of the Revised Plan

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

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

**SECOND AMENDED JOINT CHAPTER 11 PLAN OF
SPEEDCAST INTERNATIONAL LIMITED AND ITS DEBTOR AFFILIATES**

WEIL, GOTSHAL & MANGES LLP

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New York, New York 10153
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Facsimile: (212) 310-8007

*Counsel for the Debtors
and Debtors in Possession*

Dated: November 3~~2~~⁵, 2020
Houston, Texas

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

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Dissolving Debtors means, collectively, HCT Acquisition, LLC and Cosmos Holdings Acquisition Corp.

Distribution Record Date means, except as otherwise provided in the Plan or the Confirmation Order, the Effective Date.

D&O Policies means all insurance policies for directors', managers' or officers' liability that have been issued at any time on or prior to the Effective Date to any of the Debtors.

Effective Date means the date which is the first Business Day selected by the Debtors, on which (i) all conditions to the effectiveness of this Plan set forth in Section 9.1 hereof have been satisfied or waived in accordance with the terms of this Plan and (ii) no stay of the Confirmation Order is in effect.

Entity has the meaning set forth in section 101(15) of the Bankruptcy Code.

Estate(s) means, individually or collectively, the estate or estates of the Debtors created under section 541 of the Bankruptcy Code.

Equity Commitment Agreement means that certain Amended and Restated Equity Commitment Agreement, dated as of October 10, 2020, entered into by Speedcast International Limited and the Initial Plan Sponsor, as the same may be amended, restated, or otherwise modified in accordance with its terms.

Equity Interests means all Parent Interests and Interests other than Parent Interests, immediately prior to the Effective Date, including all options, warrants, and ordinary shares.

Exculpated Parties means, collectively, each in their capacities as such: (i) the Debtors; (ii) the Reorganized Debtors; (iii) the Disbursing Agent; (iv) the DIP Agent; (v) the DIP Lenders; (vi) the Creditors' Committee; (vii) each of the Creditors' Committee's current and former members (solely in their capacity as members of the Creditors' Committee); (viii) with respect to each of the foregoing Persons in clauses (i) through (vii), such Persons' respective predecessors, successors, assigns, direct and indirect subsidiaries, and affiliates; and (ix) with respect to each of the foregoing Persons in clauses (i) through (viii), such Person's officers, directors, principals, shareholders, members, partners, managers, employees, agents, financial advisors, attorneys, accountants, investment bankers, investment managers, investment advisors, consultants, representatives, and other professionals, and such Person's respective heirs, executors, estates, and nominees, in each case in their capacity as such and whether currently serving or having previously served postpetition; and (xi) any other Person entitled to the protections of section 1125(e) of the Bankruptcy Code; *provided*, that no Person listed on the Non-Released Party Exhibit shall be an Exculpated Party.

Fee Claim means any Claim for professional services rendered or costs incurred on or after the Petition Date through and including the Effective Date by Professional Persons and to the extent such fees have not been pursuant to an order of the Bankruptcy Court, paid or denied. To the extent that the Bankruptcy Court or any higher court of competent jurisdiction

advisors, consultants, agents and other representatives retained by the Litigation Trustee pursuant to the Litigation Trust Agreement.

Local Rules means the Bankruptcy Local Rules for the United States Bankruptcy Court for the Southern District of Texas.

Management Incentive Plan means the long-term management incentive plan that shall be adopted after the Effective Date by the New Board in accordance with the Plan Sponsor Agreement.

Management Incentive Plan Interests has the meaning ascribed to such term in Section 5.11 hereof.

New Board means the initial board of directors, managers or persons with similar authority of New Speedcast Parent or, if applicable, the general partner of New Speedcast Parent, as determined by the Plan Sponsor.

New Equity Interests means common equity interests of New Speedcast Parent to be issued to the Plan Sponsor pursuant to the Direct Investment and the Plan.

New Organizational Documents means any Amended Organizational Documents of New Speedcast Parent.

New Speedcast Parent means an entity which, pursuant to the transactions contemplated hereunder, shall be the direct or indirect holding company for the Speedcast Entities in accordance with (and except to the extent otherwise provided in, or determined pursuant to) the Plan Sponsor Agreement.

Non-Cash Consideration has the meaning ascribed to such term in, and shall be determined pursuant to, the Plan Sponsor Selection Procedures.

Non-Released Party means any Persons to be determined by the Debtors, the Plan Sponsor, and the Creditors' Committee pursuant to the procedures set forth in the "Non-Released Party Exhibit."

Non-Released Party Exhibit means the exhibit to be filed as part of the Plan Supplement, and as amended at the Confirmation Hearing pursuant to the process described herein; *provided that* the Non-Released Party Exhibit shall not include (i) the Debtors, (ii) the Reorganized Debtors, (iii) the Initial Plan Sponsor, (iv) the Plan Sponsor; (v) any direct or indirect subsidiary or affiliate of the Debtors; (vi) any current director, officer, member, shareholder, or employee, or any direct or indirect subsidiary or affiliate, of any of the Persons described in the preceding clauses (i) through (v); or (vii) any former director, officer, member, shareholder, or employee, of UltiSat Inc. and its direct and indirect subsidiaries. The Non-Released Party Exhibit shall include only those parties that the Debtors, in the exercise of their fiduciary duties, and the Plan Sponsor agree should be placed on such list. If at the time of filing of the Non-Released Party Exhibit, the Debtors or the Plan Sponsor do not agree as to who should be placed on the Non-Released Party Exhibit, the Plan Supplement shall contain two documents: first, the Non-Released Party Exhibit, which will list any parties as agreed by the

the extent a provision in any Plan Document adversely and disproportionately impacts (a) the treatment of holders of Other Unsecured Claims or Unsecured Trade Claims under the Plan, the Confirmation Order, or the Litigation Trust Agreement, or (b) recovery levels or distributions to holders of Other Unsecured Claims or Unsecured Trade Claims, such provision shall be deemed reasonably acceptable to the Creditors' Committee.

Plan Sponsor means the Initial Sponsor or any Successful Plan Sponsor, if different than the Initial Plan Sponsor, that is selected in the Plan Sponsor Selection Process.

Plan Sponsor Agreement means either (i) the Equity Commitment Agreement with the Initial Sponsor or (ii) such other agreement for the Direct Investment on terms agreed to by the Successful Plan Sponsor and the Debtors, in consultation with the Creditors' Committee, and negotiated and selected in accordance with the Plan Sponsor Selection Process.

Plan Sponsor Selection Process means the process for identifying and selecting a Plan Sponsor as that process is set forth in Exhibit 5 to the *Order (i) Scheduling Combined Hearing on (a) Adequacy of Disclosure Statement and (b) Confirmation of Plan; (ii) Conditionally Approving Disclosure Statement; (iii) Approving Solicitation Procedures and Form and Manner of Notice of Combined Hearing and Objection Deadline; (iv) Fixing Deadline to Object to Disclosure Statement and Plan; (v) Approving Notice and Objection Procedures for the Assumption of Executory Contracts and Unexpired Leases; (vi) Authorizing Performance Under the Plan Sponsor Selection Procedures; and (vii) Granting Related Relief* entered by the Bankruptcy Court on November 2, 2020 (Docket No. 896) (the "**Plan Sponsor Selection Procedures**").

Plan Supplement means a supplement or supplements to this Plan containing certain substantially final forms of documents relevant to the implementation of this Plan, to be filed with the Bankruptcy Court prior to the Confirmation Hearing, which shall include (i) [a term sheet describing key terms of](#) the New Organizational Documents and any other Amended Organizational Documents (to the extent such other Amended Organizational Documents reflect material changes from the Debtors' existing organizational documents and bylaws), [if any](#); (ii) the slate of directors, [managers or persons with similar authority](#) to be appointed to the New Board, to the extent known and determined; (iii) with respect to the members of the New Board, to the extent known and determined, information required to be disclosed in accordance with section 1129(a)(5) of the Bankruptcy Code; (iv) the Corporate Restructuring Steps; (v) the form of Litigation Trust Agreement, including the selection of the Litigation Trustee; (vi) the schedule of retained Causes of Action to be vested in the Litigation Trust, New Speedcast Parent and/or the other Reorganized Debtors as provided herein; (vii) the Schedule of Assumed Contracts and Leases; (viii) the Non-Released Party Exhibit; and (ix) to the extent applicable, the Additional Party List; *provided*, that, through the Effective Date, the Debtors shall have the right to amend documents included in, and exhibits to, the Plan Supplement or amendments thereto in accordance with the terms of (and subject to the consent rights provided in) this Plan.

Prepetition Lender means a holder of Prepetition Loans.

Prepetition Loans means the Loans under and as defined in the Syndicated Facility Agreement, including, for the avoidance of doubt, the New Incremental Term Loans (as

notwithstanding anything to the contrary herein, “Released Parties” shall not include any Non-Released Parties listed on the Non-Released Party Exhibit.

Releasing Parties means, collectively, and in each case solely in their capacities as such: (i) the holders of all Claims or Interests that vote to accept the Plan, (ii) the holders of all Claims whose vote to accept or reject the Plan is solicited but that do not vote either to accept or to reject the Plan, (iii) the holders of all Claims that vote on, or are deemed to reject, the Plan, but do not opt out (in writing) of granting the releases set forth herein, (iv) the holders of all Claims and Interests, including any Claims or Interests that are Unimpaired, that were given notice of the opportunity to opt out of granting the releases set forth herein but did not opt out, and (v) the Released Parties.

Reorganized Debtors means the Debtors, other than the Dissolving Debtors, as reorganized as of the Effective Date in accordance with this Plan, and, unless otherwise specified, New Speedcast Parent.

Restructuring means the financial and operational restructuring of the Debtors, the principal terms of which are set forth in this Plan and the Plan Supplement and which shall be implemented in accordance with (and subject to the consent rights set forth in) the Plan Sponsor Agreement.

Restructuring Expenses means out-of-pocket expenses reasonably incurred by the Initial Plan Sponsor or its affiliates whether prior to or after the date hereof, including (a) all reasonable and documented fees, out-of-pocket expenses and costs relating to the Chapter 11 Cases, (b) all reasonable and documented fees and expenses incurred in connection with the Chapter 11 Cases by the Initial Plan Sponsor or its affiliates, whether prior to or after the date hereof, including the fees and expenses of (i) Wachtell, Lipton, Rosen & Katz, Vinson & Elkins LLP, and MinterEllison, and (ii) any other local legal counsel or other advisors in any foreign jurisdictions and/or board consultants reasonably retained by the Plan Sponsor, payable in accordance with the terms of any applicable engagement or fee letters executed with such parties and without the requirement for the filing of retention applications, fee applications, or any other application in the Chapter 11 Cases; and (c) all reasonable and documented fees, costs or expenses payable in accordance with the Plan Support Agreement, each of which shall be Allowed as Administrative Expense Claims upon incurrence and shall not be subject to any offset, defense, counterclaim, reduction, or credit payable in accordance with the DIP Orders.

Restructuring Transactions means one or more transactions to occur, which shall include and, to the extent applicable, be consummated in accordance with the Corporate Restructuring Steps, on or prior to the Effective Date or as soon as reasonably practicable thereafter, that may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan, including (i) the execution and delivery of appropriate agreements or other documents containing terms that are consistent with or reasonably necessary to implement the terms of this Plan and that satisfy the requirements of applicable law; (ii) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any property, right, liability, duty, or obligation on terms consistent with the terms of the Plan; (iii) any transaction required in connection with a Foreign Enforcement Action; and (iv) all other actions that the Debtor or Reorganized Debtors, as

appointment of a liquidator under the laws of Australia and the winding down of Speedcast Parent, subject to the terms of the Equity Commitment Agreement.

Speedcast Parent Budget means an amount set forth in the Plan Supplement to be agreed between the Debtors and the Plan Sponsor for the purpose of effectuating the Plan and any other proceedings with respect to Speedcast Parent.

Subordinated Claim means any Claim that is subject to (i) subordination under section 510(b) of the Bankruptcy Code or (ii) equitable subordination as determined by the Bankruptcy Court in an order that is not subject to any stay of enforcement, including any Claim for or arising from the rescission of a purchase, sale, issuance, or offer of a Security of any Debtor; for damages arising from the purchase or sale of such a Security; or for reimbursement, indemnification, or contribution allowed under section 502 of the Bankruptcy Code on account of such Claim.

Substantively Consolidated Debtors means, collectively, [Speedcast International Limited; Speedcast Group Holdings Pty Ltd.; Spacelink Systems, LLC; Spacelink Systems II, LLC \(fka Spacelink System Inc\); and Caprock Participações do Brasil Ltda.](#)

Successful Plan Sponsor means the Initial Plan Sponsor or such other entity or entities selected pursuant to the Plan Sponsor Selection Process by the Debtors, in consultation with the Creditors' Committee, to sponsor and consummate this Plan through the Direct Investment and the Plan Sponsor Agreement.

Syndicated Facility Agent means Black Diamond Commercial Finance, L.L.C., in its capacity as administrative agent, collateral agent and security trustee under the Syndicated Facility Agreement, and together with any of its successors in such capacity.

Syndicated Facility Agreement means that certain Syndicated Facility Agreement, dated as of May 15, 2018 (as amended, restated, supplemented or otherwise modified from time to time), by and among Speedcast Parent and certain of its subsidiaries, as borrowers, the lenders party thereto from time to time, and the Syndicated Facility Agent.

Syndicated Facility Claim means any Claim arising under or related to the Syndicated Facility Agreement, and the Collateral Documents (as defined in the Syndicated Facility Agreement), plus any unpaid accrued interest, other fees, and unpaid reasonable fees and expenses as of the Petition Date (other than in respect of any Letters of Credit issued thereunder and cash collateralized pursuant to Section 5.4(d) of this Plan). For the avoidance of doubt, CACIB's Claim in an amount of \$23,003,008 shall be included as a Syndicated Facility Claim and is deemed Allowed, and was deemed Allowed pursuant to the CACIB Settlement Order.

Syndicated Facility Deficiency Claim means, as determined in accordance with section 506(a) of the Bankruptcy Code, the unsecured portion of any Allowed Syndicated Facility Claim, which shall be in an amount equal to the greater of (i)(a) the Allowed Syndicated Facility Claims against the applicable Debtor SFA Loan Party, minus (b) the amount of such Allowed Syndicated Facility Secured Claim that is determined to be secured and (ii) zero.

Interest is an Allowed Claim or Allowed Interest in that Class and such Claim or Interest has not been satisfied, released, or otherwise settled prior to the Effective Date.

3.2 *Formation of Debtor Groups for Convenience Only.*

Other than as described in Section 5.15, ~~T~~this Plan groups the Debtors together solely for the purpose of describing treatment under this Plan, confirmation of this Plan, and making Plan Distributions in respect of Claims against and Interests in the Debtors under this Plan. Such groupings shall not affect any Debtor's status as a separate legal entity, change the organizational structure of the Debtors' business enterprise, constitute a change of control of any Debtor for any purpose, cause a merger or consolidation of any legal entities, or cause the transfer of any Assets. Except as otherwise provided or permitted under this Plan, this Plan is not premised upon and shall not cause the substantive consolidation of the Debtors or any non-Debtor affiliate, and, all Debtors shall continue to exist as separate legal entities unless otherwise contemplated herein or in the Corporate Restructuring.

3.3 *Summary of Classification of Claims and Interests.*

The following table designates the Classes of Claims against and Interests in the Debtors and specifies which Classes are: (a) Impaired and Unimpaired under this Plan; (b) entitled to vote to accept or reject this Plan in accordance with section 1126 of the Bankruptcy Code, and (c) deemed to accept or reject this Plan:

<u>Class</u>	<u>Type of Claim or Interest</u>	<u>Impairment</u>	<u>Entitled to Vote</u>
Class 1	Other Priority Claims	Unimpaired	No (Deemed to accept)
Class 2	Other Secured Claims	Unimpaired	No (Deemed to accept)
Class 3	Syndicated Facility Secured Claims	Unimpaired	Yes ²
Class 4A	Unsecured Trade Claims	Impaired	Yes
Class 4B	Other Unsecured Claims	Impaired	Yes
Class 5	Intercompany Claims	Unimpaired	No (Deemed to accept)
Class 6	Subordinated Claims	Impaired	No (Deemed to reject)
Class 7	Parent Interests	Impaired	No (Deemed to reject)
Class 8	Intercompany Interests	Unimpaired / Impaired	No (Deemed to accept/reject)

² The Debtors are soliciting votes to accept or reject the Plan from holders of Syndicated Facility Secured Claims to the extent Class 3 is determined to be Impaired under the Plan by the Bankruptcy Court. The Debtors reserve all rights to the extent Class 3 is determined to be Impaired.

amount, validity, perfection, enforceability, priority or extent of the Prepetition Loans or the Prepetition Secured Parties' Liens (as defined in the Final DIP Order) and (ii) Challenges (as defined in the Final DIP Order) against the Prepetition Secured Parties). This comprehensive compromise and settlement is the fundamental foundation of the Plan. As such, the approval and consummation of the Plan will conclusively bind all holders of Claims against or Interests in the Debtors and other parties in interest, and the releases and settlements effected under the Plan will be operative as of the Effective Date and subject to enforcement by the Bankruptcy Court from and after the Effective Date, including pursuant to the injunctive provisions of Sections 10.4, 10.5, and 10.8.

(b) On the Effective Date the Litigation Trust shall be established in accordance with the Plan and shall be governed and administered in accordance with the Litigation Trust Agreement. The Litigation Trust Agreement shall be in form and substance reasonably acceptable to the Creditors' Committee and the Debtors. The Debtors and the Estates shall transfer to the Litigation Trust the Litigation Trust Causes of Action, free and clear of all Liens (including all Liens granted to secure the DIP Claims), charges, Claims, encumbrances and interests for the benefit of the holders of Allowed Other Unsecured Claims.

5.2 *Continued Corporate Existence and Dissolution of Dissolving Debtors.*

(a) Except as otherwise provided in this Plan, the Debtors shall continue to exist after the Effective Date as Reorganized Debtors in accordance with the applicable laws of the respective jurisdictions in which they are incorporated or organized and pursuant to their applicable Amended Organizational Documents. ~~On~~Prior to, on or after the Effective Date, each Reorganized Debtor may, in its sole discretion, take such action as permitted by applicable law and such Reorganized Debtor's organizational documents as such Reorganized Debtor may determine is reasonable and appropriate, (i) including causing (A) a Reorganized Debtor to be merged into another Reorganized Debtor or an affiliate of a Reorganized Debtor, (B) a Reorganized Debtor to be liquidated and dissolved or deregistered (or the equivalent in its relevant jurisdiction of incorporation), (C) the legal name of a Reorganized Debtor to be changed, or (D) the closure of a Reorganized Debtor's Chapter 11 Case on the Effective Date or any time thereafter or (ii) as otherwise contemplated pursuant to the Corporate Restructuring, subject in any case, to the terms of the Plan Sponsor Agreement and the consent of the Plan Sponsor, whose consent will not be unreasonably withheld.

(b) ~~On~~Prior to, on the Effective Date or as soon thereafter as is reasonably practicable, the Reorganized Debtors may take all actions as may be necessary or appropriate to effect any transaction described in, approved by, or necessary or appropriate to effectuate this Plan, including: (i) the execution and delivery of appropriate agreements or other documents of merger, consolidation, contribution, distribution, restructuring, conversion, disposition, transfer, dissolution, or liquidation containing terms that are consistent with the terms of this Plan and the Plan Documents and that satisfy the requirements of applicable law and any other terms to which the applicable Entities may agree; (ii) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of this Plan and having other terms to which the applicable parties agree; (iii) the filing of appropriate certificates of incorporation and memoranda and articles of association and amendments thereto, reincorporation, merger,

consolidation, conversion, or dissolution pursuant to applicable law and any appropriate tax elections; (iv) the Restructuring Transactions; and (v) all other actions that the applicable Entities determine to be necessary or appropriate, including making filings or recordings that may be required by applicable law subject, in any case, to the terms of the Plan Sponsor Agreement and the consent of the Plan Sponsor, whose consent will not be unreasonably withheld; *provided*, that nothing in this Section 5.2(b) shall be construed to prohibit any Debtor, the Australian Administrator or any other Person from taking any steps towards implementing, if applicable, the Speedcast Parent Administration or any relevant Foreign Enforcement Action prior to the Effective Date.

(c) Each of the Dissolving Debtors shall be dissolved upon the filing of appropriate certificates of dissolution with the appropriate governmental authorities under applicable law and all agreements, instruments, and other documents evidencing any equity Interest in any of the Dissolving Debtors, and any right of any holder of such equity Interest in respect thereof, including any Claim related thereto, shall be deemed cancelled, discharged and of no force or effect.

5.3 *Corporate Action.*

Upon the Effective Date, all actions contemplated by the Plan shall be deemed authorized and approved in all respects, including (i) the assumption of executory contracts and unexpired leases as provided herein, (ii) the selection of the managers, directors, or officers for the Reorganized Debtors, (iii) the issuance and distribution of New Equity Interests, and (iv) all other actions contemplated by the Plan (whether to occur before, on, or after the Effective Date) subject, in any case, to the terms of the Plan Sponsor Agreement and the consent of the Plan Sponsor, whose consent will not be unreasonably withheld. All matters provided for in the Plan or the Plan Sponsor Agreement involving the corporate or limited liability company structure of the Debtors or the Reorganized Debtors, and any corporate or limited liability company action required by the Debtors or the Reorganized Debtors in connection with the Plan shall be deemed to have occurred and shall be in effect, without any requirement of further action by the security holders, directors, managers, or officers of the Debtors or the Reorganized Debtors.

5.4 *Cancellation of Certain Existing Securities and Agreements.*

(a) On the Effective Date, except for the purpose of evidencing or effectuating a right to a Plan Distribution and, whether or not for such purpose, as otherwise expressly set forth herein, all agreements, instruments, notes, certificates, indentures, mortgages, security documents, and other instruments or documents evidencing or creating any prepetition Claim or Interest (except for (i) agreements, instruments, notes, certificates, indentures, mortgages, security documents, and other instruments or documents governing, relating to and/or evidencing (a) certain Intercompany Interests not modified by the Plan, and (b) any Reinstated Claim, and (ii) the Syndicated Facility Credit Agreement (including the New Incremental Term Loans (as defined in the Incremental Assumption and Amendment Agreement, dated as of October 16, 2018)), the other SFA Loan Documents and any related instrument, agreement or document solely with respect to the rights, claims, and/or remedies of any Prepetition Lender against another Prepetition Lender(s) or the Syndicated Facility Agent) and any rights of any holder in respect thereof shall be deemed cancelled and of no force or effect and the Debtors shall not have

5.10 *Officers and Boards of Directors.*

(a) Upon the Effective Date, the New Board shall be comprised as determined by the Plan Sponsor. If known, the officers and the composition of each board of directors of the Reorganized Debtors shall be disclosed prior to the Effective Date to the extent required by section 1129(a)(5) of the Bankruptcy Code. On the Effective Date, the chairman and each other member of the New Board shall be appointed to serve in accordance with the terms of the New Organizational Documents.

(b) Except to the extent that a member of the board of directors of a Debtor continues to serve as a director of such Reorganized Debtor immediately after the Effective Date, each such member will be deemed to have resigned or shall otherwise cease to be a director of the applicable Debtor as of the Effective Date without any further action required on the part of any such Debtor or member. Commencing on the Effective Date, each of the directors of each of the Reorganized Debtors shall serve pursuant to the terms of the applicable ~~New~~Amended Organizational Documents of such Reorganized Debtor and may be replaced or removed in accordance with such ~~New~~Amended Organizational Documents.

(c) The Reorganized Debtors may enter into new employment agreements with key executives on a case by case basis in form and substance acceptable to the Plan Sponsor and in accordance with the Plan Sponsor Agreement.

5.11 *Management Incentive Plan.*

Following the Effective Date, New Speedcast Parent shall enter into the Management Incentive Plan ~~in accordance with the Plan Support Agreement~~. All awards issued under the Management Incentive Plan will be dilutive of all other New Equity Interests issued pursuant to the Plan.

5.12 *Intercompany Interests.*

To the extent an Intercompany Interest is not cancelled or transferred pursuant to the Plan, on the Effective Date and without the need for any further corporate action or approval of any board of directors, board of managers, managers, or shareholders of any Debtor or Reorganized Debtor, as applicable, such Intercompany Interest shall be unaffected by the Plan, continue in place following the Effective Date and remain in full force and effect.

5.13 *Corporate Restructuring.*

(a) ~~On~~Prior to, on, or after the Effective Date ~~or as soon as reasonably practicable thereafter~~, the Debtors, Reorganized Debtors, Australian Administrator(s) or Australian Deed Administrator(s), as applicable, shall take all actions consistent with the Plan, the Plan Sponsor Agreement ~~and~~, the Corporate Restructuring Steps and the Restructuring Transactions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Corporate Restructuring under and in connection with this Plan (and subject to the terms of the Plan Sponsor Agreement (including the

applicable consent and approval rights thereunder)); *provided*, that nothing in this Section 5.13 shall be construed to prohibit any Debtor, or any other Person from taking any steps towards implementing, if applicable, the Speedcast Parent Administration, the Deed of Company Arrangement or any relevant Foreign Enforcement Action prior to the Effective Date.

(b) Following the Effective Date, Speedcast Parent may continue operations, be wound down, liquidated, dissolved, and/or deregistered in accordance with the Corporate Restructuring, applicable laws of the respective jurisdictions and this Plan.

(c) Pursuant to sections 1123(a)(5), 1123(b)(4), 1123(b)(6), and 1146(a) of the Bankruptcy Code, the Confirmation Order shall authorize and direct the Corporate Restructuring. Upon the Confirmation Date, the Debtors, the Reorganized Debtors, the Plan Sponsor, the Australian Administrator(s) and the Australian Deed Administrator(s), as applicable, shall be authorized to take any and all actions necessary to consummate the Corporate Restructuring, including, for the avoidance of doubt, commencing and pursuing any Foreign Enforcement Action.

(d) On the closing date of the Corporate Restructuring and Restructuring Transactions, all Assets held by or vested in New Speedcast Parent pursuant to the terms of the Plan and the Confirmation Order (in accordance with the Corporate Restructuring and the Plan Sponsor Agreement) shall be free and clear of all Claims, Equity Interests, Liens, charges, encumbrances, and other interests, other than other interests expressly provided or assumed pursuant to the Plan or the documents included in the Plan Supplement.

5.14 *Speedcast Parent.*

(a) Following the Confirmation Date, the Speedcast Parent and/or its board of directors shall have, as may be required or prudent to implement this Plan or the Restructuring Transactions under the laws of Australia, the authority and right to appoint the Australian Administrator(s) without the need for Bankruptcy Court approval, and the Australian Administrator(s) or the Australian Deed Administrator(s), if appointed, shall have the authority and right on behalf of Speedcast Parent, without the need for Bankruptcy Court approval, to carry out and implement the provisions of this Plan and the Deed of Company Arrangement to the extent permitted by applicable law (and not inconsistent with the Corporate Restructuring) in connection with the Speedcast Parent Administration or the Deed of Company Arrangement (as applicable), including to: (i) carry out all of the duties of an administrator or deed administrator under the Corporations Act and at law; (ii) consider the terms of the Deed of Company Arrangement (or the terms of any other deed of company arrangement proposed); (iii) report to creditors of the Speedcast Parent and make recommendations thereto; (iv) convene any meeting of creditors of the Speedcast Parent as required under the Corporations Act; (v) except to the extent Claims have been Allowed, control and effectuate the Claims reconciliation process with respect to Speedcast Parent and its subsidiaries, if any, including to object to, seek to subordinate, compromise or settle any and all Claims against Speedcast Parent and its subsidiaries, if any; (vi) make distributions to holders of Allowed Claims in accordance with the Plan; (vii) prosecute all Causes of Action (that are not Litigation Trust Causes of Action) on behalf of Speedcast Parent and its subsidiaries, elect not to pursue such Causes of Action, and determine whether and when to compromise, settle, abandon, dismiss, or otherwise dispose of

(i) prohibit any Debtor, the Australian Administrator(s) or any other Person from taking any steps towards implementing the Speedcast Parent Administration or any relevant Foreign Enforcement Action prior to the Effective Date; or

(ii) require the Australian Administrator(s) or Australian Deed Administrator(s) to take any action, or refrain from taking any action, that would be contrary to their duties, the Corporations Act or law.

5.15 ~~No~~ Substantive Consolidation of Certain Debtors.

Except as provided in this section, ~~The~~ Plan is a joint plan of reorganization of the Debtors for administrative purposes only and constitutes a separate chapter 11 plan for each Debtor. ~~The plan is not premised upon the substantive consolidation with respect to the Classes of Claims or Interests set forth in the Plan.~~

The Plan shall be implemented through a substantive consolidation of the assets and liabilities of certain Debtors. The Confirmation Order shall contain findings supporting the conclusions providing for limited substantive consolidation for purposes of distribution to holders of Claims and Interests at the Substantively Consolidated Debtors on the terms set forth in this Section of the Plan. The Assets and liabilities of the following entities shall be substantively consolidated pursuant to the Plan: (i) Speedcast Group Holdings Pty Ltd. shall be substantively consolidated with Speedcast International Limited; and, (ii) Spacelink Systems, LLC and Spacelink Systems II, LLC (fka Spacelink System Inc) shall be substantively consolidated with Caprock Participações do Brasil Ltda. The substantive consolidation of the Assets and liabilities and properties of the Substantively Consolidated Debtors shall have the following effects:

(a) The Chapter 11 Cases of (i) Speedcast Group Holdings Pty Ltd. and Speedcast International Limited shall be consolidated and (ii) Spacelink Systems II, LLC (fka Spacelink System Inc), Caprock Participações do Brasil Ltda., and Spacelink Systems, LLC, shall be consolidated, respectively, with each being treated as a single consolidated case with respect to Claims against the applicable Substantively Consolidated Debtor. All property of the Estate of each applicable Substantively Consolidated Debtor shall be deemed to be property of the applicable consolidated Estate with respect to the payment of Claims against the consolidated Estate.

(b) All Claims against each applicable Substantively Consolidated Debtors' Estate shall be deemed to be Claims against the consolidated Estates of Speedcast International Limited and Caprock Participações do Brasil Ltda., as applicable, and all proofs of claim filed against one or more of the Substantively Consolidated Debtors shall be deemed to be a single Claim filed against the consolidated estates of Speedcast International Limited and Caprock Participações do Brasil Ltda., as applicable, and all duplicate proofs of claim for the same Claim filed against more than one Debtor shall be deemed expunged.

(c) As set forth in Section 4.6 of this Plan, all Intercompany Claims will be adjusted, continued, settled, reinstated, discharged, eliminated, or otherwise managed, in each

case to the extent determined to be appropriate by the Debtors or Reorganized Debtors, as applicable, after consultation with the Plan Sponsor.

(d) For purposes of determining the availability of the right of setoff under section 553 of the Bankruptcy Code, the Substantively Consolidated Debtors shall be treated as one consolidated entity (either Speedcast International Limited or Caprock Participações do Brasil Ltda., as applicable) so that, subject to the other provisions of section 553, debts due to any of the Substantively Consolidated Debtors may be set off against the debts of any other of the applicable Substantively Consolidated Debtors.

5.16 *Separability.*

Notwithstanding the combination of the separate plans of reorganization for the Debtors set forth in the Plan for purposes of economy and efficiency, other than as described in Section 5.15, the Plan constitutes a separate chapter 11 plan for each Debtor. Accordingly, if the Bankruptcy Court does not confirm the Plan with respect to one or more Debtors, it may still, subject to the consent of the applicable Debtors and the Plan Sponsor, confirm the Plan with respect to any other Debtor that satisfies the confirmation requirements of section 1129 of the Bankruptcy Code.

5.17 *Restructuring Expenses.*

On the Effective Date, or as soon as reasonably practicable thereafter, the Debtors or the Reorganized Debtors, as applicable, shall pay in full in Cash (to the extent not previously paid during the course of the Chapter 11 Cases) all outstanding Restructuring Expenses billed through the Effective Date, in accordance with the terms of the applicable orders, engagement letters, or other applicable contractual arrangements. All parties entitled to payment pursuant to this Section 5.17 shall estimate their accrued Restructuring Expenses prior to and as of the Effective Date and shall deliver such estimates to the Debtors at least two Business Days before the Effective Date; *provided*, that such estimate shall not be considered an admission or limitation with respect to the fees and expenses of such parties. On the Effective Date, final invoices for all Restructuring Expenses incurred prior to and as of the Effective Date shall be submitted to the Debtors. In addition, the Debtors and the Reorganized Debtors (as applicable) shall continue to pay post-Effective Date, when due and payable in the ordinary course, Restructuring Expenses related to implementation, consummation and defense of the Plan.

5.18 *Reorganized Debtors' Authority.*

After the Effective Date, the Reorganized Debtors may operate the Debtors' business and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

5.19 *Subordination Agreements.*

Pursuant to section 510(a) of the Bankruptcy Code, all subordination agreements governing Claims or Interests shall be enforced in accordance with such agreement's terms.

provide reasonable cooperation with the Litigation Trustee in the administration of the Litigation Trust, including providing reasonable access to pertinent documents, including books and records, to the extent the Debtors or Reorganized Debtors have such information and/or documents, to the Litigation Trustee sufficient to enable the Litigation Trustee to perform its duties hereunder. All reasonable out-of-pocket costs and expenses incurred, upon prior written request of the Litigation Trustee, by the Debtors or the Reorganized Debtors in connection with actions taken under this subsection (f) shall be at the expense of the Litigation Trust.

(g) ***Preservation of Privilege.*** The Debtors and the Litigation Trust shall enter into a common interest agreement whereby the Debtors will be able to disclose to the Litigation Trust, on a strictly confidential basis, documents, information or communications (whether written or oral) relating to the Litigation Trust Assets that are covered by attorney-client privilege, work product privilege, or other privileges or immunity. Pursuant to the common interest disclosure agreement, the Debtors and the Litigation Trust will agree that, in the case of disclosures made pursuant to the agreement: (i) the documents, information or communications are privileged; (ii) the disclosure is made to the Litigation Trust solely for the specific purpose of enabling the Litigation Trustee to carry out its duties under the Litigation Trust Agreement; and (iii) the Debtors do not intend, by the disclosure, to waive any privileges or immunities as against any other person or entity. Further, the Litigation Trust shall agree: (ix) to keep the documents, information and communications (and their contents) strictly confidential, not disclose them to any other party, and preserve and protect all applicable privileges attaching to them; (iiy) to return to the Debtors on reasonable demand any documents, information or communications or copies of them (or records of their contents); and (hiiz) to inform the Debtors immediately if it receives any voluntary or compulsory request for production to a third party of the documents, information or communications (or their contents) to enable the Debtors to assert their privilege. The Litigation Trustee's receipt of such documents, information or communications shall constitute a limited waiver in favor of the Litigation Trustee only, and shall not constitute a waiver of any privilege as against any other party. On the Effective Date, the Reorganized Debtors shall automatically succeed the Debtors as party to such common interest agreement. All privileges shall remain in the control of the Debtors or the Reorganized Debtors, as applicable, and the Debtors or the Reorganized Debtors retain the right to waive their own privileges.

(h) ***Transferability.*** Litigation Trust Interests shall not be certificated and shall be non-transferable other than if transferred by will, intestate succession, or otherwise by operation of law, or as and to the extent determined by the Litigation Trustee.

(i) ***U.S. Federal Income Tax Treatment of the Litigation Trust.*** The Litigation Trust shall be structured to qualify as a "liquidating trust" within the meaning of Treas. Reg. § 301.7701-4(d) and in compliance with Rev. Proc. 94-45, 1994-2 C.B. 684, and, thus, as a "grantor trust" within the meaning of Sections 671 through 679 of the Tax Code to the holders of Other Unsecured Claims, consistent with the terms of the Plan. All assets held by the Litigation Trust on the Effective Date shall be deemed for U.S. federal income tax purposes (i) to have been distributed (subject to any obligations relating to such assets) by the Debtors to the Litigation Trust Beneficiaries (other than the assets allocable to any disputed ownership fund) in partial satisfaction of such Litigation Trust Beneficiaries' Claims and (ii) immediately thereafter contributed by such Litigation Trust Beneficiaries to the Litigation Trust in exchange for their

(b) Expenses Incurred on or After the Effective Date. To the extent the Disbursing Agent is an Entity other than a Debtor or Reorganized Debtor, except as otherwise ordered by the Bankruptcy Court and subject to the written agreement of the Reorganized Debtors, the amount of any reasonable fees and reasonable and documented out-of-pocket expenses incurred by the Disbursing Agent on or after the Effective Date (including taxes and including for reasonable and documented attorneys' and other professional fees and out-of-pocket expenses) made by the Disbursing Agent shall be paid in Cash by the Reorganized Debtors.

6.17 *Withholding and Reporting Requirements.*

(a) The Reorganized Debtors and the Disbursing Agent shall comply with all applicable withholding and reporting requirements imposed by any federal, state, local, or foreign taxing authority, and all distributions under this Plan shall be subject to any such withholding or reporting requirements. In the case of a non-Cash distribution that is subject to withholding, the distributing party may withhold an appropriate portion of such distributed property and sell such withheld property to generate Cash necessary to pay over the withholding tax. Any amounts withheld pursuant to the preceding sentence shall be deemed to have been distributed to and received by the applicable recipient for all purposes of this Plan. The Reorganized Debtors and the Disbursing Agent shall reasonably cooperate with the relevant recipients of any distributions under this Plan to minimize any withholding to the extent permitted by applicable law.

(b) Notwithstanding the above, each holder of an Allowed Claim that is to receive a distribution under this Plan shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed on such holder by any Governmental Unit, including income, withholding, and other tax obligations, on account of such distribution.

(c) The Reorganized Debtors and the Disbursing Agent may require, as a condition to receipt of a distribution, that the holder of an Allowed Claim provide any information reasonably necessary to allow the distributing party to comply with any such withholding and reporting requirements imposed by any federal, state, local, or foreign taxing authority (including, for the avoidance of doubt, an IRS Form W-9 or (if the holder is a non-U.S. Person) an appropriate IRS Form W-8 (unless such Person is exempt from information reporting requirements under the Tax Code) and so notifies the Reorganized Debtors and the Disbursing Agent).

6.18 *Hart-Scott-Rodino Antitrust Improvements Act*

Any New Equity Interests to be distributed under the Plan to [any](#) Entity required as a result of such distribution to file a premerger notification and report form under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, to the extent applicable, shall not be distributed until the notification and waiting periods applicable under such Act to such Entity have expired or been terminated.

– and –

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Dated: November 325, 2020
Houston, Texas

CAPROCK COMMUNICATIONS (AUSTRALIA) PTY LTD
CAPROCK COMMUNICATIONS PTE. LTD
CAPROCK COMUNICAÇÕES DO BRASIL LTDA.
CAPROCK PARTICIPAÇÕES DO BRASIL LTDA.
CAPROCK UK LIMITED
CCI SERVICES CORP.
COSMOS HOLDINGS ACQUISITION CORP.
EVOLUTION COMMUNICATIONS GROUP LIMITED
GLOBECOMM EUROPE B.V.
GLOBECOMM NETWORK SERVICES CORPORATION
HCT ACQUISITION, LLC
HERMES DATACOMMUNICATIONS INTERNATIONAL
LIMITED
MARITIME COMMUNICATION SERVICES, INC.
NEWCOM INTERNATIONAL, INC.
OCEANIC BROADBAND SOLUTIONS PTY LTD
SATELLITE COMMUNICATIONS AUSTRALIA PTY LTD
SPACELINK SYSTEMS II, LLC
SPACELINK SYSTEMS, LLC
SPEEDCAST AMERICAS, INC.
SPEEDCAST AUSTRALIA PTY LIMITED
SPEEDCAST CANADA LIMITED
SPEEDCAST COMMUNICATIONS, INC.
SPEEDCAST CYPRUS LTD.
SPEEDCAST FRANCE SAS
SPEEDCAST GROUP HOLDINGS PTY LTD
SPEEDCAST LIMITED
SPEEDCAST MANAGED SERVICES PTY LIMITED
SPEEDCAST NETHERLANDS B.V.
SPEEDCAST NORWAY AS
SPEEDCAST SINGAPORE PTE. LTD.
SPEEDCAST UK HOLDINGS LIMITED
TELAURUS COMMUNICATIONS LLC

By: /s/ Michael Healy
Name: Michael Healy
Title: Chief Restructuring Officer

Exhibit A

Revised Plan

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

In re: SPEEDCAST INTERNATIONAL LIMITED, et al., Debtors.¹	§ § § § § § § § §	Chapter 11 Case No. 20-32243 (MI) (Jointly Administered)
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**SECOND AMENDED JOINT CHAPTER 11 PLAN OF
SPEEDCAST INTERNATIONAL LIMITED AND ITS DEBTOR AFFILIATES**

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*Counsel for the Debtors
and Debtors in Possession*

Dated: November 25, 2020
Houston, Texas

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

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Each of SpeedCast International Limited; CapRock Communications (Australia) Pty Ltd; CapRock Communications Pte. Ltd.; CapRock Comunicações do Brasil Ltda.; CapRock Participações do Brasil Ltda.; CapRock UK Limited; CCI Services Corp.; Cosmos Holdings Acquisition Corp.; Evolution Communications Group Limited; Globecom Europe B.V.; Globecom Network Services Corporation; HCT Acquisition, LLC; Hermes Datacommunications International Limited; Maritime Communication Services, Inc.; NewCom International, Inc.; Oceanic Broadband Solutions Pty Ltd; Satellite Communications Australia Pty Ltd; SpaceLink Systems II, LLC; SpaceLink Systems, LLC; SpeedCast Americas, Inc.; SpeedCast Australia Pty Limited; Speedcast Canada Limited; SpeedCast Communications, Inc.; Speedcast Cyprus Ltd.; SpeedCast France SAS; SpeedCast Group Holdings Pty Ltd; SpeedCast Limited; SpeedCast Managed Services Pty Limited; SpeedCast Netherlands B.V.; SpeedCast Norway AS; SpeedCast Singapore Pte. Ltd.; SpeedCast UK Holdings Limited; Telaurus Communications LLC (each, a “**Debtor**” and collectively, the “**Debtors**”) proposes the following joint chapter 11 plan of reorganization pursuant to section 1121(a) of the Bankruptcy Code. Capitalized terms used herein shall have the meanings set forth in section 1.1 below.

ARTICLE I. DEFINITIONS AND INTERPRETATION.

1.1 Definitions.

The following terms shall have the respective meanings specified below:

Administrative Expense Claim means any Claim against a Debtor for costs and expenses of administration of the Chapter 11 Cases pursuant to sections 327, 328, 330, 365, 503(b), 507(a)(2), or 507(b) of the Bankruptcy Code, including, (i) the actual and necessary costs and expenses incurred on or after the Petition Date and through the Effective Date of preserving the Estates, operating the businesses of the Debtors, or implementing any pre-Effective Date Restructuring Transactions, (ii) Allowed Fee Claims, and (iii) Restructuring Expenses.

Allowed means, (a) with respect to any Claim, (i) any Claim, proof of which was timely and properly filed, arising on or before the Effective Date that is not Disputed, (ii) any Claim that is listed in the Schedules as not contingent, not unliquidated, and/or not disputed, and for which no contrary proof of claim has been filed, (iii) any Claim that is compromised, settled, or otherwise resolved pursuant to the authority of the Debtors or Reorganized Debtors in a Final Order, (iv) any Claim expressly allowed by a Final Order, (v) following the Effective Date, with respect to (A) Unsecured Trade Claims and (B) Other Unsecured Claims, any Claim that may otherwise be determined by the Reorganized Debtors, (vi) any Claim expressly allowed under this Plan, and (vii) any Administrative Expense Claim (A) that was incurred by a Debtor in the ordinary course of business before the Effective Date to the extent due and owing without defense, offset, recoupment, or counterclaim of any kind, and (B) that is not otherwise Disputed, and (b) with respect to any Interest, such interest is reflected in the stock transfer ledger or similar register of any of the Debtors on the Distribution Record Date and is not subject to any objection or challenge. If a Claim is Allowed only in part, any provisions hereunder with respect to Allowed Claims are applicable solely to the Allowed portion of such Claim. Notwithstanding the foregoing, unless expressly waived herein, the Allowed amount of Claims or Interests shall be subject to and shall not exceed the limitations or maximum amounts permitted by the

Bankruptcy Code, including sections 502 or 503 of the Bankruptcy Code, to the extent applicable.

Allowed SFA Secured Claim Amount means the portion of the Direct Investment Amount attributable to the Syndicated Facility Secured Claim, which shall be \$150,000,000 or such greater amount as determined pursuant to the Plan Sponsor Selection Process and indicated in the Plan Supplement.

Amended By-Laws means, with respect to a Reorganized Debtor, such Reorganized Debtor's amended or amended and restated by-laws (including any articles of association, operating agreement, limited liability company agreement, partnership agreement or similar constitutional document, if any, required under the laws of such Reorganized Debtor's jurisdiction of organization), or similar document, as applicable, in form and substance acceptable to the Plan Sponsor, a substantially final form of which shall be included in the Plan Supplement, to the extent such document contains material changes to the existing document.

Amended Certificate of Incorporation means, with respect to a Reorganized Debtor, such Reorganized Debtor's amended or amended and restated certificate of incorporation (including any memorandum of association or similar constitutional document, if any, required under the laws of such Reorganized Debtor's jurisdiction of organization), or similar document, as applicable, in form and substance acceptable to the Plan Sponsor, a substantially final form of which shall be included in the Plan Supplement, to the extent such document contains material changes to the existing document.

Amended Organizational Documents means, with respect to any Reorganized Debtor, the Amended By-Laws and Amended Certificate of Incorporation.

Asset means all of the rights, title, and interests of a Debtor in and to property of whatever type or nature, including real, personal, mixed, intellectual, tangible, and intangible property.

ASX means ASX Limited or the market operated by it, as the context requires.

Avoidance Action means any action commenced, or that may be commenced, before or after the Effective Date pursuant to chapter 5 of the Bankruptcy Code, including sections 544, 547, 548, 549, 550, or 551.

Australian Administrator means, solely with respect to Speedcast Parent, one or more Person(s) appointed, if applicable, by the board of directors of the Speedcast Parent to serve as voluntary administrator with respect to the Speedcast Parent Administration.

Australian Deed Administrator means, solely with respect to Speedcast Parent, one or more Person(s) appointed, if applicable, under the terms of a Deed of Company Arrangement to serve as deed administrator to implement the terms of the Deed of Company Arrangement.

Australian Liquidator means, solely with respect to the Speedcast Parent, any liquidator who implements the winding down, liquidation, or dissolution of Speedcast Parent, as

may be required or prudent to implement this Plan or the Restructuring Transactions under the laws of Australia.

Bankruptcy Code means title 11 of the United States Code, as amended from time to time, as applicable to these Chapter 11 Cases.

Bankruptcy Court means the United States Bankruptcy Court for the Southern District of Texas having jurisdiction over the Chapter 11 Cases and, to the extent of any reference made under section 157 of title 28 of the United States Code or if the Bankruptcy Court is determined not to have authority to enter a Final Order on an issue, the unit of such District Court having jurisdiction over the Chapter 11 Cases under section 151 of title 28 of the United States Code.

Bankruptcy Rules means the Federal Rules of Bankruptcy Procedure as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code and any local rules of the Bankruptcy Court, in each case, as amended from time to time and applicable to the Chapter 11 Cases.

Business Day means any day other than a Saturday, a Sunday, or a “legal holiday” (as defined in Bankruptcy Rule 9006(a)).

CACIB means Credit Agricole Corporate and Investment Bank.

CACIB Settlement Agreement means the Settlement Agreement (Docket No. 680-1), which was subsequently approved by the CACIB Settlement Order.

CACIB Settlement Order means the *Order (I) Authorizing and Approving the Settlement by and among the Debtors, Credit Agricole Corporate and Investment Bank and Certain Lender Parties, and (II) Granting Related Relief* (Docket No. 784).

Cash means the legal tender of the United States of America or the equivalent thereof, including bank deposits, checks, and cash equivalents, as applicable.

Cause of Action means any action, claim, cross-claim, third-party claim, cause of action, controversy, dispute, demand, right, lien, indemnity, contribution, guaranty, suit, obligation, liability, loss, debt, fee or expense, damage, interest, judgment, cost, account, defense, remedy, recovery, offset, power, privilege, proceeding, license, and franchise of any kind or character whatsoever, known, unknown, foreseen or unforeseen, existing or hereafter arising, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, direct or indirect, choate or inchoate, secured or unsecured, assertable directly or derivatively (including any alter ego theories), whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity, or pursuant to any other theory of law. For the avoidance of doubt, Cause of Action also includes: (i) any right of setoff, counterclaim, or recoupment and any claim for breach of contract or for breach of duties imposed by law or in equity; (ii) the right to object to Claims or Interests; (iii) any claim pursuant to section 362 or chapter 5 of the Bankruptcy Code; (iv) any claim or defense including fraud, mistake, duress, and usury and any other defenses set forth in section 558 of the

Bankruptcy Code; and (v) any claims under any state or foreign law, including any fraudulent transfer or similar claims.

Chapter 11 Case means, with respect to a Debtor, such Debtor's case under chapter 11 of the Bankruptcy Code commenced on April 23, 2020 in the Bankruptcy Court, jointly administered with all other Debtors' cases under chapter 11 of the Bankruptcy Code, and styled *In re SpeedCast International Limited, et al.*, Ch. 11 Case No. 20-32243 (MI).

Claim means a "claim" as defined in section 101(5) of the Bankruptcy Code, as against any Debtor.

Claims Register means the register of proofs of Claim maintained by Kurtzman Carson Consultants LLC in the Chapter 11 Cases.

Class means any group of Claims or Interests classified under the Plan pursuant to section 1122(a) of the Bankruptcy Code.

Collateral means any Asset of an Estate that is subject to a validly existing Lien securing the payment or performance of a Claim, which Lien is valid and has not been avoided under the Bankruptcy Code or applicable nonbankruptcy law.

Confirmation Date means the date on which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Cases within the meaning of Bankruptcy Rules 5003 and 9021.

Confirmation Hearing means the hearing to be held by the Bankruptcy Court regarding confirmation of this Plan and the Disclosure Statement pursuant to Bankruptcy Rule 3020(b)(2) and Section 1128 of the Bankruptcy Code, as such hearing may be adjourned or continued from time to time.

Confirmation Order means the order of the Bankruptcy Court, together with all exhibits, appendices, supplements, and related documents (i) approving the Disclosure Statement on a final basis pursuant to sections 1125 and 1126(b), and (ii) confirming this Plan pursuant to section 1129 of the Bankruptcy Code, which order shall be in form and substance reasonably satisfactory to the Plan Sponsor and the Creditors' Committee.

Corporate Restructuring means the reorganization of the Speedcast Entities' corporate structure to be implemented on or prior to the Effective Date as described in (and subject to the terms of) the Plan Sponsor Agreement, or, if not described therein, in the Plan Supplement, subject to the reasonable consent of the Plan Sponsor.

Corporate Restructuring Steps means the steps to be carried out to effectuate the Corporate Restructuring in accordance with the Plan and the Plan Sponsor Agreement and as set forth in the Plan Supplement on terms consistent in all material respects with the Plan Sponsor Agreement and this Plan, subject to the reasonable consent of the Plan Sponsor.

Corporations Act means the *Corporations Act 2001* (Cth).

Creditors' Committee means the official committee of unsecured creditors of the Debtors appointed by the U.S. Trustee in the Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code, as set forth in that certain *Verified Statement of Official Committee of Unsecured Creditors Pursuant to Bankruptcy Rule 2019* that was filed on the docket in the Chapter 11 Cases (Docket No. 506), as the composition thereof may change from time to time.

Cure Amount means the payment of Cash or the distribution of other property (as the parties may agree or the Bankruptcy Court may order) as necessary (a) to cure a monetary default by the Debtors in accordance with the terms of an executory contract or unexpired lease of the Debtors under section 365(b)(1)(A) of the Bankruptcy Code and (b) to permit the Debtors to assume such executory contract or unexpired lease under section 365(a) of the Bankruptcy Code.

Cure Dispute means a pending objection regarding assumption, cure, “adequate assurance of future performance” (within the meaning of section 365 of the Bankruptcy Code), or other issues related to assumption of an executory contract or unexpired lease.

Cure Notice means a notice of a proposed Cure Amount to be paid in connection with an executory contract or unexpired lease to be assumed or assumed and assigned under the Plan pursuant to section 365 of the Bankruptcy Code, which notice shall include (i) procedures for objecting to proposed assumptions or assumptions and assignments of executory contracts and unexpired leases, (ii) any Cure Amount to be paid in connection therewith, and (iii) procedures for resolution by the Bankruptcy Court of any related disputes.

Debtor(s) has the meaning set forth in the introductory paragraph of this Plan.

Debtor in Possession means, with respect to a Debtor, that Debtor in its capacity as a debtor in possession pursuant to sections 1101, 1107(a), and 1108 of the Bankruptcy Code.

Deed of Company Arrangement means, as may be required or prudent to implement this Plan or the Restructuring Transactions under the laws of Australia, a deed of company arrangement in respect of the Speedcast Parent proposed under Part 5.3A of the Corporations Act to give effect to the Plan and the Restructuring Transactions, if applicable.

DIP Agent means Belward Holdings, LLC, or its successor, in its capacity as administrative agent, collateral agent, and security trustee under the DIP Facility.

DIP Claim means all Claims held by DIP Lenders on account of, arising under, or relating to the DIP Credit Agreement, the DIP Facility, or the DIP Orders, including Claims for all principal amounts outstanding, interest, reasonable and documented fees, expenses, costs, and other charges of the DIP Lenders, which, for the avoidance of doubt, shall include all “DIP Obligations” as such term is defined in the DIP Orders.

DIP Credit Agreement means that certain Senior Secured Superpriority Debtor-in-Possession Term Loan Credit Agreement, dated as of September 30, 2020 by and among Speedcast Parent, SpeedCast Communications, Inc., the lenders named therein, and the DIP Agent, as the same may be amended, restated, supplemented, refinanced, replaced, or otherwise modified from time to time in accordance with the terms thereof.

DIP Documents means the “DIP Documents” as defined in the Final DIP Order.

DIP Facility means that certain debtor-in-possession financing facility provided by the DIP Lenders made available pursuant to the terms of the DIP Credit Agreement.

DIP Lenders means the lenders from time to time party to the DIP Credit Agreement.

DIP Orders means, collectively, the (i) *Interim Order (I) Authorizing Debtors to (A) Refinance Their Postpetition Financing Obligations and (B) Use Cash Collateral, (II) Amending the Interim and Final Orders, and (III) Granting Related Relief* (Docket No. 724), and (ii) the Final DIP Order.

Direct Investment means the purchase by the Plan Sponsor of New Equity Interests for the Direct Investment Amount in accordance with the Plan Sponsor Agreement.

Direct Investment Amount means the aggregate purchase price of not less than \$500,000,000 set forth in the Plan Sponsor Agreement.

Disallowed means, with respect to any Claim or Interest, that such Claim or Interest has been determined by a Final Order or specified in a provision of this Plan not to be Allowed.

Disbursing Agent means any Entity in its capacity as a disbursing agent under Section 6.6 hereof (including any Debtor, any Reorganized Debtor, or the Syndicated Facility Agent that acts in such a capacity); *provided*, that with respect to distributions to the Litigation Trust Beneficiaries, the Litigation Trustee shall distribute the Litigation Trust Proceeds as and when provided for in the Litigation Trust Agreement.

Disclosure Statement means the disclosure statement for this Plan, including all exhibits, schedules, supplements, modifications, amendments, and annexes thereto, each as amended, supplemented or modified from time to time, which is prepared and distributed in accordance with sections 1125, 1126(b), or 1145 of the Bankruptcy Code, Bankruptcy Rules 3016 and 3018, or other applicable law, which disclosure statement shall be in form and substance reasonably acceptable to the Plan Sponsor and the Creditors’ Committee.

Disputed means, with respect to a Claim, (i) any Claim which is disputed under Section 7.1 of this Plan or as to which any party in interest has interposed and not withdrawn an objection or request for estimation (pursuant to Section 7.3 of this Plan or otherwise) that has not been determined by a Final Order, (ii) any Claim, proof of which was required to be filed by order of the Bankruptcy Court but as to which a proof of Claim was not timely or properly filed, (iii) any Claim that is listed in the Schedules as unliquidated, contingent, or disputed, or (iv) any Claim that is otherwise disputed by any party in interest in accordance with applicable law or contract, which dispute has not been withdrawn, resolved, or overruled by a Final Order.

Dissolving Debtors means, collectively, HCT Acquisition, LLC and Cosmos Holdings Acquisition Corp.

Distribution Record Date means, except as otherwise provided in the Plan or the Confirmation Order, the Effective Date.

D&O Policies means all insurance policies for directors', managers' or officers' liability that have been issued at any time on or prior to the Effective Date to any of the Debtors.

Effective Date means the date which is the first Business Day selected by the Debtors, on which (i) all conditions to the effectiveness of this Plan set forth in Section 9.1 hereof have been satisfied or waived in accordance with the terms of this Plan and (ii) no stay of the Confirmation Order is in effect.

Entity has the meaning set forth in section 101(15) of the Bankruptcy Code.

Estate(s) means, individually or collectively, the estate or estates of the Debtors created under section 541 of the Bankruptcy Code.

Equity Commitment Agreement means that certain Amended and Restated Equity Commitment Agreement, dated as of October 10, 2020, entered into by Speedcast International Limited and the Initial Plan Sponsor, as the same may be amended, restated, or otherwise modified in accordance with its terms.

Equity Interests means all Parent Interests and Interests other than Parent Interests, immediately prior to the Effective Date, including all options, warrants, and ordinary shares.

Exculpated Parties means, collectively, each in their capacities as such: (i) the Debtors; (ii) the Reorganized Debtors; (iii) the Disbursing Agent; (iv) the DIP Agent; (v) the DIP Lenders; (vi) the Creditors' Committee; (vii) each of the Creditors' Committee's current and former members (solely in their capacity as members of the Creditors' Committee); (viii) with respect to each of the foregoing Persons in clauses (i) through (vii), such Persons' respective predecessors, successors, assigns, direct and indirect subsidiaries, and affiliates; and (ix) with respect to each of the foregoing Persons in clauses (i) through (viii), such Person's officers, directors, principals, shareholders, members, partners, managers, employees, agents, financial advisors, attorneys, accountants, investment bankers, investment managers, investment advisors, consultants, representatives, and other professionals, and such Person's respective heirs, executors, estates, and nominees, in each case in their capacity as such and whether currently serving or having previously served postpetition; and (xi) any other Person entitled to the protections of section 1125(e) of the Bankruptcy Code; *provided*, that no Person listed on the Non-Released Party Exhibit shall be an Exculpated Party.

Fee Claim means any Claim for professional services rendered or costs incurred on or after the Petition Date through and including the Effective Date by Professional Persons and to the extent such fees have not been pursuant to an order of the Bankruptcy Court, paid or denied. To the extent that the Bankruptcy Court or any higher court of competent jurisdiction denies or reduces by an order any amount of a Professional Person's fees or expenses, then those reduced or denied amounts shall no longer constitute Fee Claims.

Fee Claim Escrow Account means an interest-bearing escrow account in an amount equal to the total estimated amount of Fee Claims and funded by the Debtors on or before the Effective Date.

Final DIP Order means *Final Order (I) Authorizing Debtors to (A) Refinance Their Postpetition Financing Obligations and (B) Use Cash Collateral, (II) Amending the Interim and Final Orders, and (III) Granting Related Relief* (Docket No. 777).

Final Order means an order, ruling, or judgment of the Bankruptcy Court (or other court of competent jurisdiction with respect to the relevant subject matter) which is in full force and effect and has not been reversed, modified, amended, vacated, or stayed and as to which (i) the time to appeal, petition for certiorari, or other proceedings for a new trial, reargument, reconsideration or rehearing has expired and as to which no appeal, petition for certiorari, or motion for new trial, reargument, reconsideration or rehearing is then pending or (ii) if an appeal, writ of certiorari, new trial, stay, reargument, reconsideration or rehearing thereof has been or may be sought, such order or judgment of the Bankruptcy Court (or other court of competent jurisdiction) shall have been affirmed by the highest court to which such order was appealed, or certiorari shall have been denied, or a new trial, reargument, or rehearing shall have been denied or otherwise resulted in no modification of such order, and the time to take any further appeal, petition for certiorari, or move for a new trial, stay, reargument, or rehearing shall have expired, as a result of which such order shall have become final in accordance with Bankruptcy Rule 8002; *provided*, that the possibility that a motion under Rule 59 or 60 of the Federal Rules of Civil Procedure, or any analogous Bankruptcy Rule (or any analogous rule applicable in such other court of competent jurisdiction), or section 502(j) of the Bankruptcy Code has been or may be filed relating to such order, ruling, or judgment, as applicable, shall not cause an order, ruling, or judgment, as applicable, not to be a Final Order.

Forbearance Agreement means that certain Forbearance Agreement, dated as of April 1, 2020, by and among Speedcast Parent, Speedcast Americas, Inc., Speedcast Communications, Inc. Speedcast Limited, the other Guarantors party thereto, the Syndicated Facility Agent and the lenders party thereto.

Foreign Enforcement Action means any foreign recognition, administration, scheme of arrangement, insolvency proceeding, proceeding required to enforce the Confirmation Order and/or any other order in connection with or in furtherance of approval or implementation of the Plan, or any other similar proceeding that is required to implement the Restructuring Transactions, including any necessary Speedcast Parent proceeding in Australia (including the Speedcast Parent Administration).

Governmental Unit has the meaning set forth in section 101(27) of the Bankruptcy Code.

Impaired means, with respect to a Claim, Interest, or a Class of Claims or Interests, “impaired” within the meaning of such term in sections 1123(a)(4) and 1124 of the Bankruptcy Code.

Intercompany Claim means any Claim against a Debtor held by another Debtor or by a non-Debtor affiliate of a Debtor.

Intercompany Interest means an Interest in a Debtor other than Speedcast Parent held by another Debtor or by a non-Debtor affiliate of a Debtor.

Initial Plan Sponsor means, collectively, one or more entities affiliated with Centerbridge Partners, L.P.

Interest means any equity security (as defined in section 101(16) of the Bankruptcy Code) in a Debtor, including all ordinary shares, units, common stock, preferred stock, membership interests, partnership interests, or other instruments evidencing any fixed or contingent ownership interest in any Debtor, whether or not transferable and whether fully vested or vesting in the future, including any option, warrant, or other right, contractual or otherwise, to acquire any such interest in the applicable Debtor, that existed immediately before the Effective Date.

IRS means the Internal Revenue Service.

Lien has the meaning set forth in section 101(37) of the Bankruptcy Code.

Litigation Trust means the trust established for the benefit of the holders of Other Unsecured Claims on the Effective Date in accordance with the terms of this Plan and the Litigation Trust Agreement.

Litigation Trust Agreement means the trust agreement, dated as of the Effective Date, by and among the Debtors, Reorganized Debtors, the Litigation Trustee, and any other parties thereto, as the same may be amended, modified, or supplemented from time to time in accordance with the terms thereof, that, among other things, establishes the Litigation Trust and describes the powers, duties, and responsibilities of the Litigation Trustee, substantially in the form included in the Plan Supplement and consistent with Section 5.20 of this Plan and in form and substance reasonably acceptable to the Plan Sponsor.

Litigation Trust Assets means the (i) Litigation Trust Cash Amount, and (ii) the Litigation Trust Causes of Action.

Litigation Trust Beneficiaries means the holders of Litigation Trust Interests.

Litigation Trust Cash Amount means the one-time, non-refundable payment of an amount of Cash in the amount of \$2,500,000 to be paid to the Litigation Trust on the Effective Date.

Litigation Trust Causes of Action means (i) all Causes of Actions by or on behalf of any Debtor or Debtor's Estate against (A) Non-Released Parties (and, if a Non-Released Party is a former director or officer of the Debtors, solely to the extent of available proceeds under the applicable D&O Policy), and (B) other persons to be mutually determined by the Debtors, the Plan Sponsor, and the Creditors' Committee, including Causes of Action, if any, arising under the Bankruptcy Code, state or other applicable or similar fraudulent transfer statutes, or claims

arising under state or other applicable law based upon negligence, breach of fiduciary duty, lender liability, and/or other similar Causes of Action; (ii) all Causes of Action of any Debtor, the Debtors' Estates, and the Reorganized Debtors arising under any D&O Policy solely to the extent such Causes of Action are based on the Bankruptcy Code, state or other applicable or similar fraudulent transfer statutes, or claims arising under state or other applicable law based upon negligence, breach of fiduciary duty and/or other similar Causes of Action and to the extent assignable to the Litigation Trust pursuant to the terms of the applicable D&O Policy; *provided*, that Litigation Trust Causes of Action shall not include: (x) any Causes of Action against any Released Party that is released pursuant to the Plan, and (y) Causes of Action against holders of Allowed Unsecured Trade Claims and any counterparty to an executory contract or unexpired lease under section 365(b)(1)(A) of the Bankruptcy Code that has been assumed by the Reorganized Debtors to the extent such counterparty is not otherwise a Non-Released Party.

Litigation Trust Distributable Proceeds means the Cash and any other assets of the Litigation Trust reduced to Cash net of (i) any Litigation Trust Expenses and (ii) any reserves established by the Litigation Trustee as it may determine is necessary in its sole discretion under the terms of the Litigation Trust Agreement.

Litigation Trust Expenses means any (i) fees and expenses incurred by the Litigation Trustee (including, without limitation, attorneys' fees and expenses) including for (a) the retention of Litigation Trustee Representatives and the payment of their reasonable compensation, (b) the investment of Cash by the Litigation Trustee within certain limitations, including those specified in the Plan, (c) the orderly liquidation of the Litigation Trust Assets, and (d) litigation of any Litigation Trust Causes of Action, which may include the prosecution, settlement, abandonment or dismissal of any such Litigation Trust Causes of Action; and (ii) other expenses of the Litigation Trust, including the cost of pursuing the Litigation Trust Causes of Action.

Litigation Trust Indemnified Persons means the Litigation Trustee and the Litigation Trustee Representatives, as the case may be.

Litigation Trust Interests means the non-transferable interests in the Litigation Trust, distributions from which will be made to holders of Allowed Other Unsecured Claims, in accordance with Section 5.20 of the Plan.

Litigation Trustee means the Person selected by the Creditors' Committee with the consent of the Debtors, whose consent will not be unreasonably withheld, and identified in the Plan Supplement to serve as the trustee of the Litigation Trust, and any successor thereto, appointed pursuant to the Litigation Trust Agreement.

Litigation Trustee Representatives means any current or former officers, directors, employees, attorneys, professionals, accountants, investment bankers, financial advisors, consultants, agents and other representatives retained by the Litigation Trustee pursuant to the Litigation Trust Agreement.

Local Rules means the Bankruptcy Local Rules for the United States Bankruptcy Court for the Southern District of Texas.

Management Incentive Plan means the long-term management incentive plan that shall be adopted after the Effective Date by the New Board in accordance with the Plan Sponsor Agreement.

Management Incentive Plan Interests has the meaning ascribed to such term in Section 5.11 hereof.

New Board means the initial board of directors, managers or persons with similar authority of New Speedcast Parent or, if applicable, the general partner of New Speedcast Parent, as determined by the Plan Sponsor.

New Equity Interests means common equity interests of New Speedcast Parent to be issued to the Plan Sponsor pursuant to the Direct Investment and the Plan.

New Organizational Documents means any Amended Organizational Documents of New Speedcast Parent.

New Speedcast Parent means an entity which, pursuant to the transactions contemplated hereunder, shall be the direct or indirect holding company for the Speedcast Entities in accordance with (and except to the extent otherwise provided in, or determined pursuant to) the Plan Sponsor Agreement.

Non-Cash Consideration has the meaning ascribed to such term in, and shall be determined pursuant to, the Plan Sponsor Selection Procedures.

Non-Released Party means any Persons to be determined by the Debtors, the Plan Sponsor, and the Creditors' Committee pursuant to the procedures set forth in the "Non-Released Party Exhibit."

Non-Released Party Exhibit means the exhibit to be filed as part of the Plan Supplement, and as amended at the Confirmation Hearing pursuant to the process described herein; *provided that* the Non-Released Party Exhibit shall not include (i) the Debtors, (ii) the Reorganized Debtors, (iii) the Initial Plan Sponsor, (iv) the Plan Sponsor; (v) any direct or indirect subsidiary or affiliate of the Debtors; (vi) any current director, officer, member, shareholder, or employee, or any direct or indirect subsidiary or affiliate, of any of the Persons described in the preceding clauses (i) through (v); or (vii) any former director, officer, member, shareholder, or employee, of UltiSat Inc. and its direct and indirect subsidiaries. The Non-Released Party Exhibit shall include only those parties that the Debtors, in the exercise of their fiduciary duties, and the Plan Sponsor agree should be placed on such list. If at the time of filing of the Non-Released Party Exhibit, the Debtors or the Plan Sponsor do not agree as to who should be placed on the Non-Released Party Exhibit, the Plan Supplement shall contain two documents: first, the Non-Released Party Exhibit, which will list any parties as agreed by the Creditors' Committee, the Debtors and the Plan Sponsor, and second, the Additional Party List, which will list any additional parties that the Creditors' Committee believes should be on the Non-Released Party Exhibit. At the Confirmation Hearing, the Debtors or the Plan Sponsor, as applicable, shall be required to present argument as to why the parties on the "Additional Party List" should be exculpated and/or released, and the Creditors' Committee (and any other party that would like) shall be required to present argument as to why such Party should be on the

Non-Released Party Exhibit. The Bankruptcy Court shall make the decision, at the Confirmation Hearing, with regard to which, if any, of the parties on the Additional Party List shall be added to the Non-Released Party Exhibit.

Other Priority Claim means any Claim against a Debtor other than an Administrative Expense Claim, a DIP Claim, or a Priority Tax Claim that is entitled to priority of payment as specified in section 507(a) of the Bankruptcy Code.

Other Secured Claim means any Secured Claim against a Debtor other than a Priority Tax Claim, a DIP Claim, or a Syndicated Facility Secured Claim.

Other Unsecured Claims means any Claim against the Debtors (other than an Intercompany Claim) that is (i) not an Administrative Expense Claim, Fee Claim, Priority Tax Claim, Other Priority Claim, Other Secured Claim, DIP Claim, Syndicated Facility Secured Claim, or Unsecured Trade Claim, or (ii) otherwise determined by the Bankruptcy Court to be an Other Unsecured Claim. For the avoidance of doubt, the Syndicated Facility Deficiency Claims shall be deemed Other Unsecured Claims.

Parent Interests means all Interests in Speedcast Parent immediately prior to the Effective Date, including all options, warrants, and ordinary shares.

Person has the meaning set forth in section 101(41) of the Bankruptcy Code.

Petition Date means April 23, 2020.

Plan means this joint chapter 11 plan, including all appendices, exhibits, schedules, and supplements hereto (including any appendices, schedules, and supplements to this Plan that are contained in the Plan Supplement), as may be amended, supplemented or modified from time to time in accordance with the Bankruptcy Code and the terms hereof and in a manner reasonably acceptable to the Plan Sponsor.

Plan Distribution means the payment or distribution of consideration to holders of Allowed Claims and Allowed Interests under this Plan.

Plan Document means any document, other than this Plan, to be executed, delivered, assumed, or performed in connection with the occurrence of the Effective Date, including the Confirmation Order, the Plan Sponsor Agreement and any exhibits thereto, the Amended Organizational Documents, any documentation required in connection with the Litigation Trust, Corporate Restructuring, Corporate Restructuring Steps, Restructuring Transactions, any Speedcast Parent Administration or any other Foreign Enforcement Action, and any other document included in the Plan Supplement, each reasonably acceptable to the Plan Sponsor and the Creditors' Committee, unless otherwise provided herein; *provided* that except to the extent a provision in any Plan Document adversely and disproportionately impacts (a) the treatment of holders of Other Unsecured Claims or Unsecured Trade Claims under the Plan, the Confirmation Order, or the Litigation Trust Agreement, or (b) recovery levels or distributions to holders of Other Unsecured Claims or Unsecured Trade Claims, such provision shall be deemed reasonably acceptable to the Creditors' Committee.

Plan Sponsor means the Initial Sponsor or any Successful Plan Sponsor, if different than the Initial Plan Sponsor, that is selected in the Plan Sponsor Selection Process.

Plan Sponsor Agreement means either (i) the Equity Commitment Agreement with the Initial Sponsor or (ii) such other agreement for the Direct Investment on terms agreed to by the Successful Plan Sponsor and the Debtors, in consultation with the Creditors' Committee, and negotiated and selected in accordance with the Plan Sponsor Selection Process.

Plan Sponsor Selection Process means the process for identifying and selecting a Plan Sponsor as that process is set forth in Exhibit 5 to the *Order (i) Scheduling Combined Hearing on (a) Adequacy of Disclosure Statement and (b) Confirmation of Plan; (ii) Conditionally Approving Disclosure Statement; (iii) Approving Solicitation Procedures and Form and Manner of Notice of Combined Hearing and Objection Deadline; (iv) Fixing Deadline to Object to Disclosure Statement and Plan; (v) Approving Notice and Objection Procedures for the Assumption of Executory Contracts and Unexpired Leases; (vi) Authorizing Performance Under the Plan Sponsor Selection Procedures; and (vii) Granting Related Relief* entered by the Bankruptcy Court on November 2, 2020 (Docket No. 896) (the "**Plan Sponsor Selection Procedures**").

Plan Supplement means a supplement or supplements to this Plan containing certain substantially final forms of documents relevant to the implementation of this Plan, to be filed with the Bankruptcy Court prior to the Confirmation Hearing, which shall include (i) a term sheet describing key terms of the New Organizational Documents and any other Amended Organizational Documents (to the extent such other Amended Organizational Documents reflect material changes from the Debtors' existing organizational documents and bylaws), if any; (ii) the slate of directors, managers or persons with similar authority to be appointed to the New Board, to the extent known and determined; (iii) with respect to the members of the New Board, to the extent known and determined, information required to be disclosed in accordance with section 1129(a)(5) of the Bankruptcy Code; (iv) the Corporate Restructuring Steps; (v) the form of Litigation Trust Agreement, including the selection of the Litigation Trustee; (vi) the schedule of retained Causes of Action to be vested in the Litigation Trust, New Speedcast Parent and/or the other Reorganized Debtors as provided herein; (vii) the Schedule of Assumed Contracts and Leases; (viii) the Non-Released Party Exhibit; and (ix) to the extent applicable, the Additional Party List; *provided*, that, through the Effective Date, the Debtors shall have the right to amend documents included in, and exhibits to, the Plan Supplement or amendments thereto in accordance with the terms of (and subject to the consent rights provided in) this Plan.

Prepetition Lender means a holder of Prepetition Loans.

Prepetition Loans means the Loans under and as defined in the Syndicated Facility Agreement, including, for the avoidance of doubt, the New Incremental Term Loans (as defined in the Incremental Assumption and Amendment Agreement, dated as of October 16, 2018).

Prepetition Secured Parties means the Prepetition Lenders, the Prepetition Agent (as defined in the Syndicated Facility Agreement) and all other holders of Syndicated Facility Secured Claims under the Syndicated Facility Agreement and related documents.

Priority Tax Claim means any Claim of a Governmental Unit of the kind entitled to priority in payment under sections 502(i) and 507(a)(8) of the Bankruptcy Code.

Pro Rata means the proportion that an Allowed Claim or Allowed Interest in a particular Class bears to the aggregate amount of Allowed Claims or Allowed Interests in that Class.

Professional Person means any Person retained by order of the Bankruptcy Court in connection with these Chapter 11 Cases pursuant to sections 327, 328, 330, 331, 503(b), or 1103 of the Bankruptcy Code, excluding any ordinary course professional retained pursuant to an order of the Bankruptcy Court.

Reinstated or Reinstatement means (a) leaving unaltered the legal, equitable, and contractual rights to which a Claim entitles the holder of such Claim in accordance with section 1124 of the Bankruptcy Code, or (b) if applicable under section 1124 of the Bankruptcy Code: (i) curing all prepetition and postpetition defaults other than defaults relating to the insolvency or financial condition of the applicable Debtor or its status as a debtor under the Bankruptcy Code; (ii) reinstating the maturity date of the Claim; (iii) compensating the holder of such Claim for damages incurred as a result of its reasonable reliance on a contractual provision or such applicable law allowing the Claim's acceleration; and (iv) not otherwise altering the legal, equitable or contractual rights to which the Claim entitles the holder thereof.

Released Parties means, collectively, and in each case solely in their capacities as such: (i) the Debtors; (ii) the Reorganized Debtors; (iii) the Debtors' non-Debtor affiliates; (iv) the DIP Lenders; (v) the Prepetition Lenders who vote in favor of the Plan; (vi) the Creditors' Committee; (vii) each of the Creditors' Committee's current and former members (solely in their capacity as members of the Creditors' Committee); (viii) the DIP Agent; (ix) the Disbursing Agent; (x) the Initial Plan Sponsor; (xi) with respect to each of the foregoing, where any of the foregoing is an investment manager or advisor for a beneficial holder, such beneficial holder; (xii) with respect to each of the foregoing Persons in clauses (i) through (xi), each of their affiliates, predecessors, successors, assigns, direct and indirect subsidiaries, affiliated investment funds or investment vehicles, managed accounts, funds and other entities, investment advisors, sub-advisors and managers with discretionary authority; and (xiii) with respect to each of the foregoing Persons in clauses (i) through (xii), each of their respective current and former officers and directors, principals, equity holders, members, partners, managers, employees, subcontractors, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, and such Person's respective heirs, executors, estates, servants, and nominees, in each case in their capacity as such; *provided*, that notwithstanding anything to the contrary herein, "Released Parties" shall not include any Non-Released Parties listed on the Non-Released Party Exhibit.

Releasing Parties means, collectively, and in each case solely in their capacities as such: (i) the holders of all Claims or Interests that vote to accept the Plan, (ii) the holders of all Claims whose vote to accept or reject the Plan is solicited but that do not vote either to accept or to reject the Plan, (iii) the holders of all Claims that vote on, or are deemed to reject, the Plan, but do not opt out (in writing) of granting the releases set forth herein, (iv) the holders of all Claims and Interests, including any Claims or Interests that are Unimpaired, that were given notice of

the opportunity to opt out of granting the releases set forth herein but did not opt out, and (v) the Released Parties.

Reorganized Debtors means the Debtors, other than the Dissolving Debtors, as reorganized as of the Effective Date in accordance with this Plan, and, unless otherwise specified, New Speedcast Parent.

Restructuring means the financial and operational restructuring of the Debtors, the principal terms of which are set forth in this Plan and the Plan Supplement and which shall be implemented in accordance with (and subject to the consent rights set forth in) the Plan Sponsor Agreement.

Restructuring Expenses means out-of-pocket expenses reasonably incurred by the Initial Plan Sponsor or its affiliates whether prior to or after the date hereof, including (a) all reasonable and documented fees, out-of-pocket expenses and costs relating to the Chapter 11 Cases, (b) all reasonable and documented fees and expenses incurred in connection with the Chapter 11 Cases by the Initial Plan Sponsor or its affiliates, whether prior to or after the date hereof, including the fees and expenses of (i) Wachtell, Lipton, Rosen & Katz, Vinson & Elkins LLP, and MinterEllison, and (ii) any other local legal counsel or other advisors in any foreign jurisdictions and/or board consultants reasonably retained by the Plan Sponsor, payable in accordance with the terms of any applicable engagement or fee letters executed with such parties and without the requirement for the filing of retention applications, fee applications, or any other application in the Chapter 11 Cases; and (c) all reasonable and documented fees, costs or expenses payable in accordance with the Plan Support Agreement, each of which shall be Allowed as Administrative Expense Claims upon incurrence and shall not be subject to any offset, defense, counterclaim, reduction, or credit payable in accordance with the DIP Orders.

Restructuring Transactions means one or more transactions to occur, which shall include and, to the extent applicable, be consummated in accordance with the Corporate Restructuring Steps, on or prior to the Effective Date or as soon as reasonably practicable thereafter, that may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan, including (i) the execution and delivery of appropriate agreements or other documents containing terms that are consistent with or reasonably necessary to implement the terms of this Plan and that satisfy the requirements of applicable law; (ii) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any property, right, liability, duty, or obligation on terms consistent with the terms of the Plan; (iii) any transaction required in connection with a Foreign Enforcement Action; and (iv) all other actions that the Debtor or Reorganized Debtors, as applicable, determine are reasonably necessary or appropriate and that are not inconsistent with the Plan or the Plan Sponsor Agreement, subject, in the case of each of clauses (i) through (iv), to the terms of the Plan Sponsor Agreement (including the applicable consent and approval rights thereunder) and to the extent not addressed therein, the reasonable consent of the Plan Sponsor.

Schedule of Assumed Contracts and Leases means the schedule of executory contracts and unexpired leases to be assumed by the Debtors, if any, to be filed as part of the Plan Supplement.

Schedules means, the schedules of assets and liabilities, statements of financial affairs, lists of holders of Claims and Interests, and all amendments or supplements thereto filed by the Debtors with the Bankruptcy Court.

Secured Claim means a Claim to the extent (i) secured by a Lien on property of a Debtor's Estate, the amount of which is equal to or less than the value of such property (a) as set forth in this Plan, (b) as agreed to by the holder of such Claim and the Debtors, or (c) as determined by a Final Order in accordance with section 506(a) of the Bankruptcy Code or (ii) subject to any setoff right of the holder of such Claim under section 553 of the Bankruptcy Code.

Security means any "security" as such term is defined in section 101(49) of the Bankruptcy Code.

SFA Loan Documents means the "Loan Documents" as defined in the Syndicated Facility Agreement.

SFA Loan Parties means each borrower and guarantor under the Syndicated Facility Agreement.

SFA Secured Claim Cash Pool means an amount of Cash equal to (x) the Allowed SFA Secured Claim Amount, minus (y) any Non-Cash Consideration.

Speedcast Entities means Speedcast Parent together with its Debtor and non-Debtor direct and indirect subsidiaries.

Speedcast Parent means SpeedCast International Limited.

Speedcast Parent Administration means, as may be required or prudent to implement this Plan or the Restructuring Transactions under the laws of Australia, a voluntary administration of Speedcast Parent under Part 5.3A of the *Corporations Act 2001* (Cth) involving the appointment of a voluntary administrator under the laws of Australia and the execution and approval of a Deed of Company Arrangement under the laws of Australia to be implemented by a deed administrator.

Speedcast Parent Liquidation means, as may be required or prudent to implement this Plan or the Restructuring Transactions under the laws of Australia, a voluntary winding up of Speedcast Parent under Part 5.5 of the *Corporations Act 2001* (Cth) involving the appointment of a liquidator under the laws of Australia and the winding down of Speedcast Parent, subject to the terms of the Equity Commitment Agreement.

Speedcast Parent Budget means an amount set forth in the Plan Supplement to be agreed between the Debtors and the Plan Sponsor for the purpose of effectuating the Plan and any other proceedings with respect to Speedcast Parent.

Subordinated Claim means any Claim that is subject to (i) subordination under section 510(b) of the Bankruptcy Code or (ii) equitable subordination as determined by the Bankruptcy Court in an order that is not subject to any stay of enforcement, including any Claim

for or arising from the rescission of a purchase, sale, issuance, or offer of a Security of any Debtor; for damages arising from the purchase or sale of such a Security; or for reimbursement, indemnification, or contribution allowed under section 502 of the Bankruptcy Code on account of such Claim.

Substantively Consolidated Debtors means, collectively, Speedcast International Limited; Speedcast Group Holdings Pty Ltd.; Spacelink Systems, LLC; Spacelink Systems II, LLC (fka Spacelink System Inc); and Caprock Participações do Brasil Ltda.

Successful Plan Sponsor means the Initial Plan Sponsor or such other entity or entities selected pursuant to the Plan Sponsor Selection Process by the Debtors, in consultation with the Creditors' Committee, to sponsor and consummate this Plan through the Direct Investment and the Plan Sponsor Agreement.

Syndicated Facility Agent means Black Diamond Commercial Finance, L.L.C., in its capacity as administrative agent, collateral agent and security trustee under the Syndicated Facility Agreement, and together with any of its successors in such capacity.

Syndicated Facility Agreement means that certain Syndicated Facility Agreement, dated as of May 15, 2018 (as amended, restated, supplemented or otherwise modified from time to time), by and among Speedcast Parent and certain of its subsidiaries, as borrowers, the lenders party thereto from time to time, and the Syndicated Facility Agent.

Syndicated Facility Claim means any Claim arising under or related to the Syndicated Facility Agreement, and the Collateral Documents (as defined in the Syndicated Facility Agreement), plus any unpaid accrued interest, other fees, and unpaid reasonable fees and expenses as of the Petition Date (other than in respect of any Letters of Credit issued thereunder and cash collateralized pursuant to Section 5.4(d) of this Plan). For the avoidance of doubt, CACIB's Claim in an amount of \$23,003,008 shall be included as a Syndicated Facility Claim and is deemed Allowed, and was deemed Allowed pursuant to the CACIB Settlement Order.

Syndicated Facility Deficiency Claim means, as determined in accordance with section 506(a) of the Bankruptcy Code, the unsecured portion of any Allowed Syndicated Facility Claim, which shall be in an amount equal to the greater of (i)(a) the Allowed Syndicated Facility Claims against the applicable Debtor SFA Loan Party, minus (b) the amount of such Allowed Syndicated Facility Secured Claim that is determined to be secured and (ii) zero.

Syndicated Facility Secured Claim means, any Claim arising under or related to the Syndicated Facility Agreement, and the Collateral Documents (as defined in the Syndicated Facility Agreement), secured by a valid, perfected, and enforceable Lien on collateral to the extent of the value of such collateral, as determined in accordance with section 506(a) of the Bankruptcy Code (other than in respect of any Letters of Credit issued thereunder and cash collateralized pursuant to Section 5.4(d) of this Plan).

Tax Code means the Internal Revenue Code of 1986, as amended.

Trade Claim Cash Amount means the amount to be paid on the Effective Date, or as soon as reasonably practicable thereafter, to holders of Allowed Unsecured Trade Claims, which shall be in an amount equal to \$25,000,000.

Unimpaired means, with respect to a Claim, Interest, or Class of Claims or Interests, not “impaired” within the meaning of such term in sections 1123(a)(4) and 1124 of the Bankruptcy Code.

Unsecured Trade Claims means any Allowed unsecured trade vendor claims against the Debtors held by trade vendors crucial to the Debtors’ businesses.

U.S. Trustee means the United States Trustee for Region 7.

Voting Deadline means December 8, 2020 at 5:00 p.m. (prevailing Central Time), or such other date and time as may be set by the Bankruptcy Court by which all Persons or Entities entitled to vote on the Plan must vote to accept or reject the Plan.

1.2 Interpretation; Application of Definitions; Rules of Construction.

Unless otherwise specified, all section or exhibit references in this Plan are to the respective section in or exhibit to this Plan, as the same may be amended, waived, or modified from time to time. The words “herein,” “hereof,” “hereto,” “hereunder,” and other words of similar import refer to this Plan as a whole and not to any particular section, subsection, or clause contained therein and have the same meaning as “in this Plan,” “of this Plan,” “to this Plan,” and “under this Plan,” respectively. The words “includes” and “including” are not limiting and shall be deemed to be followed by the words “without limitation.” The headings in this Plan are for convenience of reference only and shall not limit or otherwise affect the provisions hereof. For purposes herein: (a) in the appropriate context, each term, whether stated in the singular or plural, shall include both the singular and plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (b) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; and (c) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be.

1.3 Reference to Monetary Figures.

All references in this Plan to monetary figures shall refer to the legal tender of the United States of America unless otherwise expressly provided.

1.4 Controlling Document.

In the event of an inconsistency between this Plan and the Plan Supplement, the terms of the relevant document in the Plan Supplement shall control unless otherwise specified in such Plan Supplement document or instrument. In the event of an inconsistency between this Plan and any other instrument or document created or executed pursuant to this Plan, or between this Plan and the Disclosure Statement, this Plan shall control. The provisions of this Plan and of the Confirmation Order shall be construed in a manner consistent with each other so as to

effectuate the purposes of each; *provided*, that if there is determined to be any inconsistency between any provision of this Plan and any provision of the Confirmation Order that cannot be so reconciled, then, solely to the extent of such inconsistency, the provisions of the Confirmation Order shall govern, and any such provisions of the Confirmation Order shall be deemed a modification of this Plan.

ARTICLE II. ADMINISTRATIVE EXPENSE CLAIMS, FEE CLAIMS, AND PRIORITY TAX CLAIMS.

2.1 *Administrative Expense Claims.*

Except as otherwise set forth herein, and except to the extent that a holder of an Allowed Administrative Expense Claim and the Debtors or Reorganized Debtors, as applicable, agree to different treatment, on the later of the Effective Date and the date on which such Administrative Expense Claim becomes an Allowed Claim, or, in each case, as soon thereafter as is reasonably practicable, each holder of an Allowed Administrative Expense Claim (other than a Fee Claim, a DIP Claim, or a Restructuring Expense) shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for such Allowed Administrative Expense Claim, Cash in an amount equal to the Allowed amount of such Claim; *provided*, that Allowed Administrative Expense Claims that arise in the ordinary course of the Debtors' business, as Debtors in Possession, shall be paid by the Debtors, or the Reorganized Debtors, as applicable, in the ordinary course of business, consistent with past practice and in accordance with the terms and subject to the conditions of any orders or agreements governing, instruments evidencing, or other documents relating to such transactions, without further actions by holders of such Allowed Administrative Expense Claims or further approval by the Bankruptcy Court. For the avoidance of doubt, Professional Persons shall not be required to file a request for payment of Fee Claims as an Administrative Expense Claim, but such Professional Persons shall instead file fee applications as provided in section 2.2 hereof.

2.2 *Fee Claims.*

(a) All Professional Persons seeking awards by the Bankruptcy Court of compensation for services rendered or reimbursement of expenses incurred through and including the Effective Date under sections 327, 328, 330, 331, 503(b)(2)-(6), or 1103 of the Bankruptcy Code shall (i) file, on or before the date that is forty-five (45) days after the Effective Date, their respective applications for final allowances of compensation for services rendered and reimbursement of expenses incurred and (ii) be paid in full, in Cash, in such amounts as are Allowed by the Bankruptcy Court in accordance with the order(s) relating to or allowing any such Fee Claim. The Reorganized Debtors shall be authorized to pay compensation for professional services rendered after the Effective Date in the ordinary course and without the need for Bankruptcy Court approval.

(b) On or before the Effective Date, the Debtors shall establish and fund the Fee Claim Escrow Account with Cash equal to the Professional Persons' good faith estimates of the Fee Claims in accordance with the DIP Orders. Funds held in the Fee Claim Escrow Account shall not be considered property of the Debtors' Estates or property of the Reorganized Debtors, but shall revert to the Reorganized Debtors only after all Fee Claims now or hereafter

Allowed, by the Bankruptcy Court have been paid in full. The Fee Claim Escrow Account shall be held in trust for Professional Persons and for no other parties until all Fee Claims Allowed by the Bankruptcy Court have been paid in full. Fee Claims shall be paid in full, in Cash, in such amounts as are allowed by the Bankruptcy Court (i) on the date upon which a Final Order relating to any such Allowed Fee Claim is entered or (ii) on such other terms as may be mutually agreed upon between the holder of such Allowed Fee Claim and the Reorganized Debtors. The Reorganized Debtors' obligations with respect to the Fee Claims shall not be limited nor deemed limited to the balance of funds held in the Fee Claim Escrow Account. To the extent that funds held in the Fee Claim Escrow Account are insufficient to satisfy the amount of accrued Fee Claims owing to the Professional Persons, such Professional Persons shall have an Allowed Administrative Expense Claim for such deficiency, which shall be satisfied in accordance with section 2.1 of this Plan (without the need for any affected Professional Persons to file a separate request for payment of an Administrative Expense Claim). No Liens, claims, or interests shall encumber the Fee Claim Escrow Account in any way, other than customary liens in favor of the depository bank at which the Fee Claims Escrow Account is maintained.

(c) Any objections to the Fee Claims shall be served and filed (i) no later than twenty-one (21) days after the filing of the final applications for compensation or reimbursement, or (ii) such later date as ordered by the Bankruptcy Court upon a motion of the Reorganized Debtors.

2.3 *Priority Tax Claims.*

Except to the extent that a holder of an Allowed Priority Tax Claim and the Debtors or Reorganized Debtors, as applicable, agree to different treatment, on the later of the Effective Date and the date on which such Priority Tax Claim becomes an Allowed Claim, or, in each case, as soon thereafter as is reasonably practicable, each holder of an Allowed Priority Tax Claim shall receive, at the option of the Debtors, the Reorganized Debtors, or the Australian Administrator(s) or Australian Deed Administrators, as applicable, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for such Allowed Priority Tax Claim, (i) Cash in an amount equal to the Allowed amount of such Claim, or (ii) equal annual installment payments in Cash (x) beginning on the Effective Date or as soon thereafter as reasonably practicable, or such later date as the Claim is due in the ordinary course over a period ending not later than five (5) years after the Petition Date, together with interest at the applicable non-bankruptcy rate as of the Confirmation Date, subject to the sole option of the Reorganized Debtors to prepay the entire amount of the Allowed Priority Tax Claim and (y) in a manner not less favorable than the most favored non-priority unsecured claim provided for by this Plan; *provided*, that Allowed Priority Tax Claims that arise in the ordinary course of the Debtors' business, as Debtors in Possession, shall be paid by the Debtors, the Reorganized Debtors, or the Australian Administrator(s) or Australian Deed Administrators, each as applicable, in the ordinary course of business, consistent with past practice and in accordance with the terms and subject to the conditions of any orders or agreements governing, instruments evidencing, or other documents relating to such transactions, without further actions by holders of such Priority Tax Claims or further approval by the Bankruptcy Court.

2.4 *DIP Claims.*

(a) As of the Effective Date, the DIP Claims shall be deemed Allowed in the full amount of “Obligations” (as defined in the DIP Credit Agreement) outstanding under the DIP Credit Agreement, including principal, interest, fees, expenses and non-contingent indemnification obligations described therein. On the Effective Date, in full and final satisfaction, settlement, release, and discharge of, and in exchange for each Allowed DIP Claim, each such Allowed DIP Claim shall be paid in full in Cash by the Debtors.

(b) On the later of (1) the Effective Date and (2) the date on which such fees, expenses, or disbursements would be required to be paid under the terms of the DIP Orders, the Debtors or Reorganized Debtors (as applicable) shall pay all other fees, expenses, and disbursements of the DIP Agent and DIP Lenders, in each case that are required to be paid under or pursuant to the DIP Orders.

2.5 *CACIB Claim.*

CACIB’s Claim of \$800,000, referred to as the Priority Recovery Amount in the CACIB Settlement Agreement, is deemed Allowed, and was deemed Allowed pursuant to the CACIB Settlement Order. On the Effective Date, CACIB shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for the Priority Recovery Amount, Cash in an amount of \$800,000.

ARTICLE III. CLASSIFICATION OF CLAIMS AND INTERESTS.

3.1 *Classification in General.*

A Claim or an Interest is classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Interest qualifies within the description of such other Classes. A Claim or Interest is placed in a particular Class for all purposes, including voting, confirmation, and distribution under this Plan and under sections 1122 and 1123(a)(1) of the Bankruptcy Code; *provided*, that a Claim or Interest is placed in a particular Class for the purpose of receiving distributions pursuant to this Plan only to the extent that such Claim or Interest is an Allowed Claim or Allowed Interest in that Class and such Claim or Interest has not been satisfied, released, or otherwise settled prior to the Effective Date.

3.2 *Formation of Debtor Groups for Convenience Only.*

Other than as described in Section 5.15, this Plan groups the Debtors together solely for the purpose of describing treatment under this Plan, confirmation of this Plan, and making Plan Distributions in respect of Claims against and Interests in the Debtors under this Plan. Such groupings shall not affect any Debtor’s status as a separate legal entity, change the organizational structure of the Debtors’ business enterprise, constitute a change of control of any Debtor for any purpose, cause a merger or consolidation of any legal entities, or cause the transfer of any Assets. Except as otherwise provided or permitted under this Plan, this Plan is not premised upon and shall not cause the substantive consolidation of the Debtors or any non-

Debtor affiliate, and, all Debtors shall continue to exist as separate legal entities unless otherwise contemplated herein or in the Corporate Restructuring.

3.3 *Summary of Classification of Claims and Interests.*

The following table designates the Classes of Claims against and Interests in the Debtors and specifies which Classes are: (a) Impaired and Unimpaired under this Plan; (b) entitled to vote to accept or reject this Plan in accordance with section 1126 of the Bankruptcy Code, and (c) deemed to accept or reject this Plan:

<u>Class</u>	<u>Type of Claim or Interest</u>	<u>Impairment</u>	<u>Entitled to Vote</u>
Class 1	Other Priority Claims	Unimpaired	No (Deemed to accept)
Class 2	Other Secured Claims	Unimpaired	No (Deemed to accept)
Class 3	Syndicated Facility Secured Claims	Unimpaired	Yes ²
Class 4A	Unsecured Trade Claims	Impaired	Yes
Class 4B	Other Unsecured Claims	Impaired	Yes
Class 5	Intercompany Claims	Unimpaired	No (Deemed to accept)
Class 6	Subordinated Claims	Impaired	No (Deemed to reject)
Class 7	Parent Interests	Impaired	No (Deemed to reject)
Class 8	Intercompany Interests	Unimpaired / Impaired	No (Deemed to accept/reject)

3.4 *Special Provisions Concerning Unimpaired Claims.*

Except as otherwise explicitly provided in this Plan, nothing herein shall affect the rights of the Reorganized Debtors in respect of any Unimpaired Claim, including all rights in respect of the legal and equitable defenses to, or setoffs or recoupments against, any such Unimpaired Claims.

3.5 *Separate Classification of Other Secured Claims.*

Although all Other Secured Claims have been placed in one Class for purposes of nomenclature within this Plan, each Other Secured Claim, to the extent secured by a Lien on Collateral different from the Collateral securing another Other Secured Claim, shall be treated as being in a separate sub-Class for the purposes of receiving Plan Distributions.

² The Debtors are soliciting votes to accept or reject the Plan from holders of Syndicated Facility Secured Claims to the extent Class 3 is determined to be Impaired under the Plan by the Bankruptcy Court. The Debtors reserve all rights to the extent Class 3 is determined to be Impaired.

3.6 *Elimination of Vacant Classes.*

Any Class that, as of the commencement of the Confirmation Hearing, does not have at least one holder of a Claim or Interest that is Allowed in an amount greater than zero for voting purposes shall be considered vacant, deemed eliminated from this Plan for purposes of voting to accept or reject this Plan, and disregarded for purposes of determining whether this Plan satisfies section 1129(a)(8) of the Bankruptcy Code with respect to such Class. Any Claim or Interest in a Class that is considered vacant under this Plan shall receive no Plan Distribution.

3.7 *Voting Classes; Presumed Acceptance by Non-Voting Classes*

If a Class contains Claims eligible to vote and no holder of Claims eligible to vote in such Class votes to accept or reject the Plan, the Plan shall be presumed accepted by the holders of such Claims in such Class.

3.8 *Voting; Presumptions; Solicitation*

(a) Acceptance by Certain Impaired Classes. Only holders of Allowed Claims in Classes 3,³ 4A, and 4B are entitled to vote to accept or reject this Plan. An Impaired Class of Claims shall have accepted this Plan if (i) the holders of at least two-thirds (2/3) in amount of the Allowed Claims actually voting in such Class have voted to accept this Plan and (ii) the holders of more than one-half (1/2) in number of the Allowed Claims actually voting in such Class have voted to accept this Plan. Holders of Claims in Classes 3, 4A, and 4B will receive ballots containing detailed voting instructions.

(b) Deemed Acceptance by Unimpaired Classes. Holders of Claims or Interests in Classes 1, 2, 5, and, to the extent holders of Interests in Class 8 are Unimpaired by the Plan, Class 8 are conclusively deemed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Accordingly, such holders are not entitled to vote to accept or reject this Plan.

(c) Deemed Rejection by Impaired Classes. Holders of Claims or Interests in Classes 6, 7, and, to the extent holders of Interests in Class 8 are Impaired by the Plan, Class 8 are conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Accordingly, such holders are not entitled to vote to accept or reject this Plan.

3.9 *Cramdown.*

If any Class is deemed to reject this Plan or is entitled to vote on this Plan and does not vote to accept this Plan, the Debtors may (i) seek confirmation of this Plan under section 1129(b) of the Bankruptcy Code or (ii) subject to Section 12.1, amend or modify this Plan in accordance with the terms hereof and the Bankruptcy Code. If a controversy arises as to whether any Claims or Interests, or any class of Claims or Interests, are Impaired, the

³ The Debtors are soliciting votes to accept or reject the Plan from holders of Syndicated Facility Secured Claims to the extent Class 3 is determined to be Impaired under the Plan by the Bankruptcy Court.

Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the Confirmation Date.

3.10 No Waiver.

Nothing contained in this Plan shall be construed to waive a Debtor's or other Person's right to object on any basis to any Claim.

ARTICLE IV. TREATMENT OF CLAIMS AND INTERESTS.

4.1 Class 1: Other Priority Claims.

(a) Treatment: The legal, equitable, and contractual rights of the holders of Allowed Other Priority Claims are unaltered by this Plan. Except to the extent that a holder of an Allowed Other Priority Claim agrees to different treatment in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Other Priority Claim, on the later of the Effective Date and the date that is ten (10) Business Days after the date such Other Priority Claim becomes an Allowed Claim, or, in each case, as soon as reasonably practicable thereafter, each holder of an Allowed Other Priority Claim shall receive, on account of such Allowed Claim, (i) Cash in an amount equal to the Allowed amount of such Claim, or (ii) other treatment consistent with the provisions of 1129 of the Bankruptcy Code; *provided*, that Allowed Other Priority Claims that arise in the ordinary course of the Debtors' business, shall be paid by the Debtors or the Reorganized Debtors, as applicable, in the ordinary course of business, consistent with past practice and in accordance with the terms and subject to the conditions of any orders or agreements governing, instruments evidencing, or other documents establishing, such liabilities without further actions by holders of such Other Priority Claims or further approval by the Bankruptcy Court.

(b) Impairment and Voting: Allowed Other Priority Claims are Unimpaired. In accordance with section 1126(f) of the Bankruptcy Code, the holders of Allowed Other Priority Claims are conclusively presumed to accept this Plan and are not entitled to vote to accept or reject this Plan, and the votes of such holders will not be solicited with respect to such Allowed Other Priority Claims.

4.2 Class 2: Other Secured Claims.

(a) Treatment: The legal, equitable, and contractual rights of the holders of Allowed Other Secured Claims are unaltered by this Plan. Except to the extent that a holder of an Allowed Other Secured Claim agrees to different treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Other Secured Claim, on the later of the Effective Date and the date on which such Other Secured Claim becomes an Allowed Claim, or, in each case, as soon thereafter as is reasonably practicable, each holder of an Allowed Other Secured Claim shall receive on account of such Allowed Claim, at the option of the applicable Reorganized Debtor(s): (i) Cash in an amount equal to the Allowed amount of such Claim, (ii) Reinstatement or such other treatment sufficient to render such holder's Allowed Other Secured Claim Unimpaired pursuant to section 1124 of the Bankruptcy Code, or (iii) such other recovery necessary to satisfy the provisions of section 1129 of the Bankruptcy Code.

(b) Impairment and Voting: Allowed Other Secured Claims are Unimpaired. In accordance with section 1126(f) of the Bankruptcy Code, the holders of Allowed Other Secured Claims are conclusively presumed to accept this Plan and are not entitled to vote to accept or reject this Plan, and the votes of such holders will not be solicited with respect to such Allowed Other Secured Claims.

4.3 Class 3: Syndicated Facility Secured Claims.

(a) Allowance and Treatment: On the Effective Date, except to the extent that a holder of an Allowed Syndicated Facility Secured Claim agrees to different treatment in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Syndicated Facility Secured Claim under the Plan Sponsor Agreement, each holder of an Allowed Syndicated Facility Secured Claim, which Claims are deemed Allowed in the aggregate amount equal to the Allowed SFA Secured Claim Amount, shall receive, on account of such Allowed Syndicated Facility Secured Claim its Pro Rata share of the SFA Secured Claim Cash Pool in Cash.

(b) Impairment and Voting: Allowed Syndicated Facility Secured Claims are Unimpaired. The Debtors are soliciting votes to accept or reject the Plan from holders of Syndicated Facility Secured Claims to the extent Class 3 is determined to be Impaired under the Plan by the Bankruptcy Court. Accordingly, holders of Allowed Syndicated Facility Secured Claims are entitled to vote on this Plan.

4.4 Class 4A: Unsecured Trade Claims.

(a) Treatment: On the Effective Date, or as soon as reasonably practicable thereafter, except to the extent that a holder of an Allowed Unsecured Trade Claim agrees or has agreed to different treatment in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Unsecured Trade Claim, each holder of an Allowed Unsecured Trade Claim shall receive its Pro Rata share of the Trade Claim Cash Amount in Cash.

(b) Impairment and Voting: Allowed Unsecured Trade Claims are Impaired. Holders of Allowed Unsecured Trade Claims are entitled to vote on this Plan.

4.5 Class 4B: Other Unsecured Claims

(a) Treatment: Each holder of an Allowed Other Unsecured Claim shall receive its Pro Rata share of the Litigation Trust Distributable Proceeds from the Litigation Trust as and when provided for in the Litigation Trust Agreement, subject to Section 5.20 of the Plan. For the avoidance of doubt, this Class 4B (Other Unsecured Claims) shall include the Syndicated Facility Deficiency Claim.

(b) Impairment and Voting: Allowed Other Unsecured Claims are Impaired. Holders of Allowed Other Unsecured Claims are entitled to vote on this Plan.

4.6 Class 5: Intercompany Claims.

(a) Treatment: All Intercompany Claims will be adjusted, continued, settled, reinstated, discharged, eliminated, or otherwise managed, in each case to the extent determined to be appropriate by the Debtors or Reorganized Debtors, as applicable, after consultation with the Plan Sponsor.

(b) Impairment and Voting: Allowed Intercompany Claims are either Unimpaired, in which case the holders of such Intercompany Claims conclusively are presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code, or Impaired, in which case the holders of such Intercompany Claims conclusively are presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, holders of Allowed Intercompany Claims are not entitled to vote to accept or reject this Plan, and the votes of such holders will not be solicited with respect to such Allowed Intercompany Claims.

4.7 Class 6: Subordinated Claims.

(a) Treatment: Allowed Subordinated Claims are subordinated to Claims, as applicable, in (i) Class 4A and Class 4B or (ii) Class 7, pursuant to this Plan and section 510 of the Bankruptcy Code. The holders of Allowed Subordinated Claims shall not receive or retain any property under this Plan on account of such Allowed Subordinated Claims.

(b) Impairment and Voting: Allowed Subordinated Claims are Impaired. In accordance with section 1126(g) of the Bankruptcy Code, the holders of such Allowed Subordinated Claims are conclusively presumed to reject this Plan and are not entitled to vote to accept or reject this Plan, and the votes of such holders will not be solicited with respect to such Allowed Subordinated Claims.

4.8 Class 7: Parent Interests.

(a) Treatment: On the Effective Date, all Parent Interests shall be deemed valueless, shall not receive or retain any property or distribution under the Plan and shall be discharged, cancelled, released, and extinguished.

(b) Impairment and Voting: Parent Interests are Impaired. In accordance with section 1126(g) of the Bankruptcy Code, the holders of Parent Interests are conclusively presumed to reject this Plan and are not entitled to vote to accept or reject this Plan, and the votes of such holders will not be solicited with respect to such Parent Interests.

4.9 Class 8: Intercompany Interests.

(a) Treatment: On the Effective Date, at the option of the Reorganized Debtors, in consultation with the Plan Sponsor, all Allowed Intercompany Interests shall either (i) remain unaffected by the Plan and continue in place or (ii) be cancelled (or otherwise eliminated) and holders of such cancelled Intercompany Interests shall not receive or retain any property under the Plan.

(b) Impairment and Voting: Allowed Intercompany Interests are either Unimpaired, in which case the holders of such Intercompany Interests conclusively are presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code, or Impaired, in which case the holders of such Intercompany Interests conclusively are presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, holders of Allowed Intercompany Interests are not entitled to vote to accept or reject this Plan, and the votes of such holders will not be solicited with respect to such Allowed Intercompany Interests.

ARTICLE V. MEANS FOR IMPLEMENTATION; POST-EFFECTIVE DATE GOVERNANCE.

5.1 *Settlement of Claims, Interests, and Controversies.*

(a) Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the Plan Distributions and other benefits provided under this Plan, the provisions of this Plan shall constitute a good faith compromise and settlement of all Claims, Interests and controversies relating to the contractual, legal and subordination rights that a holder of a Claim or Interest may have with respect to any Allowed Claim or Allowed Interest or any Plan Distribution on account thereof. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, as of the Effective Date, of each of the compromises and settlements embodied in the Plan, as well as the Bankruptcy Court's finding that all such compromises or settlements are fair, equitable, reasonable, and in the best interest of the Debtors and their Estates. This comprehensive compromise and settlement will be binding on the Debtors, the Reorganized Debtors, and the Speedcast Entities, as applicable, on all Persons who have asserted or could assert any potential Causes of Action, the Creditors' Committee or Litigation Trustee, as applicable, the Prepetition Lenders, and the Prepetition Secured Parties concerning such claims compromised and settled under the Plan (including, for the avoidance of doubt, any and all of the Creditors' Committee's potential (i) objections or challenges to the amount, validity, perfection, enforceability, priority or extent of the Prepetition Loans or the Prepetition Secured Parties' Liens (as defined in the Final DIP Order) and (ii) Challenges (as defined in the Final DIP Order) against the Prepetition Secured Parties). This comprehensive compromise and settlement is the fundamental foundation of the Plan. As such, the approval and consummation of the Plan will conclusively bind all holders of Claims against or Interests in the Debtors and other parties in interest, and the releases and settlements effected under the Plan will be operative as of the Effective Date and subject to enforcement by the Bankruptcy Court from and after the Effective Date, including pursuant to the injunctive provisions of Sections 10.4, 10.5, and 10.8.

(b) On the Effective Date the Litigation Trust shall be established in accordance with the Plan and shall be governed and administered in accordance with the Litigation Trust Agreement. The Litigation Trust Agreement shall be in form and substance reasonably acceptable to the Creditors' Committee and the Debtors. The Debtors and the Estates shall transfer to the Litigation Trust the Litigation Trust Causes of Action, free and clear of all Liens (including all Liens granted to secure the DIP Claims), charges, Claims, encumbrances and interests for the benefit of the holders of Allowed Other Unsecured Claims.

5.2 *Continued Corporate Existence and Dissolution of Dissolving Debtors.*

(a) Except as otherwise provided in this Plan, the Debtors shall continue to exist after the Effective Date as Reorganized Debtors in accordance with the applicable laws of the respective jurisdictions in which they are incorporated or organized and pursuant to their applicable Amended Organizational Documents. Prior to, on or after the Effective Date, each Reorganized Debtor may, in its sole discretion, take such action as permitted by applicable law and such Reorganized Debtor's organizational documents as such Reorganized Debtor may determine is reasonable and appropriate, (i) including causing (A) a Reorganized Debtor to be merged into another Reorganized Debtor or an affiliate of a Reorganized Debtor, (B) a Reorganized Debtor to be liquidated and dissolved or deregistered (or the equivalent in its relevant jurisdiction of incorporation), (C) the legal name of a Reorganized Debtor to be changed, or (D) the closure of a Reorganized Debtor's Chapter 11 Case on the Effective Date or any time thereafter or (ii) as otherwise contemplated pursuant to the Corporate Restructuring, subject in any case, to the terms of the Plan Sponsor Agreement and the consent of the Plan Sponsor, whose consent will not be unreasonably withheld.

(b) Prior to, on the Effective Date or as soon thereafter as is reasonably practicable, the Reorganized Debtors may take all actions as may be necessary or appropriate to effect any transaction described in, approved by, or necessary or appropriate to effectuate this Plan, including: (i) the execution and delivery of appropriate agreements or other documents of merger, consolidation, contribution, distribution, restructuring, conversion, disposition, transfer, dissolution, or liquidation containing terms that are consistent with the terms of this Plan and the Plan Documents and that satisfy the requirements of applicable law and any other terms to which the applicable Entities may agree; (ii) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of this Plan and having other terms to which the applicable parties agree; (iii) the filing of appropriate certificates of incorporation and memoranda and articles of association and amendments thereto, reincorporation, merger, consolidation, conversion, or dissolution pursuant to applicable law and any appropriate tax elections; (iv) the Restructuring Transactions; and (v) all other actions that the applicable Entities determine to be necessary or appropriate, including making filings or recordings that may be required by applicable law subject, in any case, to the terms of the Plan Sponsor Agreement and the consent of the Plan Sponsor, whose consent will not be unreasonably withheld; *provided*, that nothing in this Section 5.2(b) shall be construed to prohibit any Debtor, the Australian Administrator or any other Person from taking any steps towards implementing, if applicable, the Speedcast Parent Administration or any relevant Foreign Enforcement Action prior to the Effective Date.

(c) Each of the Dissolving Debtors shall be dissolved upon the filing of appropriate certificates of dissolution with the appropriate governmental authorities under applicable law and all agreements, instruments, and other documents evidencing any equity Interest in any of the Dissolving Debtors, and any right of any holder of such equity Interest in respect thereof, including any Claim related thereto, shall be deemed cancelled, discharged and of no force or effect.

5.3 *Corporate Action.*

Upon the Effective Date, all actions contemplated by the Plan shall be deemed authorized and approved in all respects, including (i) the assumption of executory contracts and unexpired leases as provided herein, (ii) the selection of the managers, directors, or officers for the Reorganized Debtors, (iii) the issuance and distribution of New Equity Interests, and (iv) all other actions contemplated by the Plan (whether to occur before, on, or after the Effective Date) subject, in any case, to the terms of the Plan Sponsor Agreement and the consent of the Plan Sponsor, whose consent will not be unreasonably withheld. All matters provided for in the Plan or the Plan Sponsor Agreement involving the corporate or limited liability company structure of the Debtors or the Reorganized Debtors, and any corporate or limited liability company action required by the Debtors or the Reorganized Debtors in connection with the Plan shall be deemed to have occurred and shall be in effect, without any requirement of further action by the security holders, directors, managers, or officers of the Debtors or the Reorganized Debtors.

5.4 *Cancellation of Certain Existing Securities and Agreements.*

(a) On the Effective Date, except for the purpose of evidencing or effectuating a right to a Plan Distribution and, whether or not for such purpose, as otherwise expressly set forth herein, all agreements, instruments, notes, certificates, indentures, mortgages, security documents, and other instruments or documents evidencing or creating any Prepetition Claim or Interest (except for (i) agreements, instruments, notes, certificates, indentures, mortgages, security documents, and other instruments or documents governing, relating to and/or evidencing (a) certain Intercompany Interests not modified by the Plan, and (b) any Reinstated Claim, and (ii) the Syndicated Facility Credit Agreement (including the New Incremental Term Loans (as defined in the Incremental Assumption and Amendment Agreement, dated as of October 16, 2018)), the other SFA Loan Documents and any related instrument, agreement or document solely with respect to the rights, claims, and/or remedies of any Prepetition Lender against another Prepetition Lender(s) or the Syndicated Facility Agent) and any rights of any holder in respect thereof shall be deemed cancelled and of no force or effect and the Debtors shall not have any continuing obligations thereunder; *provided*, that the Plan Sponsor may take such further action to implement the terms of this Plan, including the Restructuring Transactions, as agreed to with the Debtors, Reorganized Debtors, Australian Administrator(s) or Australian Deed Administrator(s), as applicable. For the avoidance of doubt, except as expressly set forth in the Plan, the obligations of the SFA Loan Parties under the SFA Loan Documents shall be deemed satisfied, cancelled, discharged, and of no force or effect.

(b) On and after the Effective Date, all duties, responsibilities or obligations of the Syndicated Facility Agent, the holders of Syndicated Facility Claims, the DIP Agent, and the holders of DIP Claims, in each case under (i) the SFA Loan Documents, and (ii) the DIP Documents (except as provided in Section 2.4 herein), in each case, shall be fully discharged, and such Persons shall have no rights or obligations arising from or related to such agreements, instruments, Securities, or other documentation or the cancellation thereof, except the rights provided for pursuant to the Plan.

(c) Notwithstanding such cancellation and discharge, the DIP Documents, the SFA Loan Documents and any other indenture or agreement that governs the rights of a holder of

an Allowed Claim shall continue in effect to the extent necessary (i) to allow the holders of such Claims to receive distributions under the Plan; (ii) to allow the Debtors, the Reorganized Debtors, the Disbursing Agent, and the Litigation Trustee to (1) make distributions pursuant to the Plan on account of such Claims and (2) take any other action reasonably necessary to cause the Plan to become Effective, including by implementing the Restructuring Transactions set forth in this Plan; (iii) to allow holders of Claims to maintain their rights to compensation and indemnification as against any money or property distributable to such holder of Claims; and (iv) to preserve all rights, including rights of enforcement, of the DIP Agent and the Syndicated Facility Agent against any Person other than a Released Party (including the Debtors); *provided*, that, nothing in this Section 5.4 shall affect the discharge of Claims pursuant to the Bankruptcy Code, the Confirmation Order, or the Plan.

(d) Any Letters of Credit that remain outstanding on the Effective Date shall be (i) cash collateralized by the Debtors or Reorganized Debtors, as applicable, pursuant to arrangements reasonably satisfactory to the Plan Sponsor, (ii) terminated, cancelled, or returned undrawn to the applicable Issuing Bank (as defined in the Syndicated Facility Agreement), or (iii) otherwise addressed through arrangements reasonably acceptable to the Plan Sponsor, the applicable Issuing Bank, and the Debtors or Reorganized Debtors, as applicable.

5.5 *Cancellation of Certain Existing Security Interests.*

Upon the full payment or other satisfaction of an Allowed Other Secured Claim or Syndicated Facility Secured Claim, or promptly thereafter, the holder of such Allowed Other Secured Claim and the applicable Prepetition Secured Parties shall deliver to the Debtors or the Reorganized Debtors, as applicable, any Collateral or other property of a Debtor held by such holder, together with any termination statements, instruments of satisfaction, or releases of all security interests and Liens with respect to its Claim that may be reasonably requested by the Reorganized Debtors to terminate any related financing statements, mortgages, mechanics' or other statutory Liens, or *lis pendens*, or similar interests or documents.

5.6 *Plan Funding.*

Plan distributions of Cash shall be funded from the Debtors' Cash on hand as of the applicable date of such Plan Distribution and from the proceeds of the Direct Investment.

5.7 *Authorization, Issuance, and Delivery of New Equity Interests.*

(a) On the Effective Date, the Debtors or Reorganized Debtors are authorized to distribute and New Speedcast Parent is authorized to issue or cause to be issued and shall issue or cause to be issued New Equity Interests, for distribution in accordance with the terms of this Plan and the Plan Sponsor Agreement, without the need for any further corporate, partnership, limited liability company, or shareholder action. Upon the Effective Date, the authorized equity interests of New Speedcast Parent shall be subject to the terms contained in the New Organizational Documents.

(b) On or (as applicable) before the Effective Date, the appropriate directors, officers, and managers of the Debtors or the Reorganized Debtors, as applicable, shall be

authorized and directed to, issue, execute, and deliver the agreements, documents, securities, and instruments contemplated by the Plan (or necessary or desirable to effect the transactions contemplated by the Plan) in the name and on behalf of the Reorganized Debtors. The authorizations and approvals contemplated by Article V shall be effective notwithstanding any requirements under non-bankruptcy law.

5.8 *Non-Cash Consideration*

On the Effective Date, the Plan Sponsor shall pay to each holder of an Allowed Syndicated Facility Claim Cash in an amount equal to such holder's Pro Rata Share of the Non-Cash Consideration (as defined in the Plan Sponsor Selection Procedures) in accordance with the Plan Sponsor Selection Procedures, if applicable.

5.9 *Direct Investment*

(a) Upon the Effective Date, New Speedcast Parent shall issue New Equity Interests to the Plan Sponsor for an aggregate purchase price of the Direct Investment Amount subject to the terms and conditions of this Plan and the Plan Sponsor Agreement and any consents or approvals required under each of the foregoing. The proceeds of the Direct Investment may be used to: (i) pay all of the DIP Facility claims, (ii) pay all Restructuring Expenses, (iii) pay all costs associated with the Corporate Restructuring; (iv) fund Plan Distributions, including, for the avoidance of doubt, the Trade Claim Cash Amount and Litigation Trust Cash Amount, and (v) provide the Reorganized Debtors with additional liquidity for working capital and general corporate purposes.

(b) In accordance with the Plan Sponsor Agreement and subject to the terms and conditions thereof, each Plan Sponsor, if more than one, has agreed, severally but not jointly, to purchase, on or prior to the Effective Date, the amount of New Equity Interests equal to its respective Equity Commitment (as defined in the Plan Sponsor Agreement).

5.10 *Officers and Boards of Directors.*

(a) Upon the Effective Date, the New Board shall be comprised as determined by the Plan Sponsor. If known, the officers and the composition of each board of directors of the Reorganized Debtors shall be disclosed prior to the Effective Date to the extent required by section 1129(a)(5) of the Bankruptcy Code. On the Effective Date, the chairman and each other member of the New Board shall be appointed to serve in accordance with the terms of the New Organizational Documents.

(b) Except to the extent that a member of the board of directors of a Debtor continues to serve as a director of such Reorganized Debtor immediately after the Effective Date, each such member will be deemed to have resigned or shall otherwise cease to be a director of the applicable Debtor as of the Effective Date without any further action required on the part of any such Debtor or member. Commencing on the Effective Date, each of the directors of each of the Reorganized Debtors shall serve pursuant to the terms of the applicable Amended Organizational Documents of such Reorganized Debtor and may be replaced or removed in accordance with such Amended Organizational Documents.

(c) The Reorganized Debtors may enter into new employment agreements with key executives on a case by case basis in form and substance acceptable to the Plan Sponsor and in accordance with the Plan Sponsor Agreement.

5.11 *Management Incentive Plan.*

Following the Effective Date, New Speedcast Parent shall enter into the Management Incentive Plan. All awards issued under the Management Incentive Plan will be dilutive of all other New Equity Interests issued pursuant to the Plan.

5.12 *Intercompany Interests.*

To the extent an Intercompany Interest is not cancelled or transferred pursuant to the Plan, on the Effective Date and without the need for any further corporate action or approval of any board of directors, board of managers, managers, or shareholders of any Debtor or Reorganized Debtor, as applicable, such Intercompany Interest shall be unaffected by the Plan, continue in place following the Effective Date and remain in full force and effect.

5.13 *Corporate Restructuring.*

(a) Prior to, on, or after the Effective Date, the Debtors, Reorganized Debtors, Australian Administrator(s) or Australian Deed Administrator(s), as applicable, shall take all actions consistent with the Plan, the Plan Sponsor Agreement, the Corporate Restructuring Steps and the Restructuring Transactions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Corporate Restructuring under and in connection with this Plan (and subject to the terms of the Plan Sponsor Agreement (including the applicable consent and approval rights thereunder)); *provided*, that nothing in this Section 5.13 shall be construed to prohibit any Debtor, or any other Person from taking any steps towards implementing, if applicable, the Speedcast Parent Administration, the Deed of Company Arrangement or any relevant Foreign Enforcement Action prior to the Effective Date.

(b) Following the Effective Date, Speedcast Parent may continue operations, be wound down, liquidated, dissolved, and/or deregistered in accordance with the Corporate Restructuring, applicable laws of the respective jurisdictions and this Plan.

(c) Pursuant to sections 1123(a)(5), 1123(b)(4), 1123(b)(6), and 1146(a) of the Bankruptcy Code, the Confirmation Order shall authorize and direct the Corporate Restructuring. Upon the Confirmation Date, the Debtors, the Reorganized Debtors, the Plan Sponsor, the Australian Administrator(s) and the Australian Deed Administrator(s), as applicable, shall be authorized to take any and all actions necessary to consummate the Corporate Restructuring, including, for the avoidance of doubt, commencing and pursuing any Foreign Enforcement Action.

(d) On the closing date of the Corporate Restructuring and Restructuring Transactions, all Assets held by or vested in New Speedcast Parent pursuant to the terms of the Plan and the Confirmation Order (in accordance with the Corporate Restructuring and the Plan Sponsor Agreement) shall be free and clear of all Claims, Equity Interests, Liens, charges,

encumbrances, and other interests, other than other interests expressly provided or assumed pursuant to the Plan or the documents included in the Plan Supplement.

5.14 *Speedcast Parent.*

(a) Following the Confirmation Date, the Speedcast Parent and/or its board of directors shall have, as may be required or prudent to implement this Plan or the Restructuring Transactions under the laws of Australia, the authority and right to appoint the Australian Administrator(s) without the need for Bankruptcy Court approval, and the Australian Administrator(s) or the Australian Deed Administrator(s), if appointed, shall have the authority and right on behalf of Speedcast Parent, without the need for Bankruptcy Court approval, to carry out and implement the provisions of this Plan and the Deed of Company Arrangement to the extent permitted by applicable law (and not inconsistent with the Corporate Restructuring) in connection with the Speedcast Parent Administration or the Deed of Company Arrangement (as applicable), including to: (i) carry out all of the duties of an administrator or deed administrator under the Corporations Act and at law; (ii) consider the terms of the Deed of Company Arrangement (or the terms of any other deed of company arrangement proposed); (iii) report to creditors of the Speedcast Parent and make recommendations thereto; (iv) convene any meeting of creditors of the Speedcast Parent as required under the Corporations Act; (v) except to the extent Claims have been Allowed, control and effectuate the Claims reconciliation process with respect to Speedcast Parent and its subsidiaries, if any, including to object to, seek to subordinate, compromise or settle any and all Claims against Speedcast Parent and its subsidiaries, if any; (vi) make distributions to holders of Allowed Claims in accordance with the Plan; (vii) prosecute all Causes of Action (that are not Litigation Trust Causes of Action) on behalf of Speedcast Parent and its subsidiaries, elect not to pursue such Causes of Action, and determine whether and when to compromise, settle, abandon, dismiss, or otherwise dispose of any such Causes of Action, as the Australian Administrator(s) or Australian Deed Administrator(s) may determine is in the best interests of Speedcast Parent and its subsidiaries; (viii) retain professionals to assist in performing its duties under the Plan, Speedcast Parent Administration or the Deed of Company Arrangement; (ix) maintain the books, records, and accounts of Speedcast Parent and its subsidiaries; (x) complete and file, as necessary, all final or otherwise required foreign, federal, state, and local tax returns for Speedcast Parent and its subsidiaries; and (xi) perform other duties and functions that are consistent with the implementation of the Plan, the Speedcast Parent Administration or the Deed of Company Arrangement, including the Corporate Restructuring, Corporate Restructuring Steps, Restructuring and Restructuring Transactions.

(b) Following the Confirmation Date and the appointment of any Australian Administrator(s) as may be required or prudent to implement this Plan or the Restructuring Transactions under the laws of Australia, any Debtor (other than the Speedcast Parent) shall have the authority and right to propose the Deed of Company Arrangement.

(c) In furtherance of the provisions of Section 5.13(b), after the consummation of the Plan, the directors of the Speedcast Parent, the Australian Administrators, the Australian Deed Administrators or the Australian Liquidators (as applicable) may (to the extent not inconsistent with the Corporate Restructuring) wind down, sell, liquidate, and may operate, use, acquire, or dispose of property and compromise or settle any Claims, Interests, or

Causes of Action (that are not retained by or transferred to the Litigation Trust) of the Speedcast Parent and its subsidiaries without approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

(d) Each of the Debtors and Reorganized Debtors shall indemnify and hold harmless any Australian Administrator(s) and Australian Deed Administrator(s) solely in their capacity as such for any losses incurred in such capacity, except to the extent such losses were the result of the gross negligence, willful misconduct, or criminal conduct of such Australian Administrator or Australian Deed Administrator (as applicable).

(e) The Australian Administrator(s), the Australian Deed Administrator(s) or the directors of the Speedcast Parent (as applicable) shall be authorized, on behalf of Speedcast Parent, subject to applicable law but without further action including any action by the stockholders, members, the board of directors, or board of directors or similar governing body of New Speedcast Parent, to (i) file any and all corporate and company documents necessary and/or (ii) enter or cause to enter any Foreign Enforcement Action necessary, in each case to effectuate the Plan, including the Restructuring, Restructuring Transactions, Corporate Restructuring, Corporate Restructuring Steps and the terms of the Deed of Company Arrangement.

(f) Any Australian Administrator(s) and the Australian Deed Administrator(s) shall be permitted to effectuate any Speedcast Parent Administration and Deed of Company Arrangement, as applicable, with the amounts reserved in the Speedcast Parent Budget.

(g) Nothing in this Plan shall be construed to:

(i) prohibit any Debtor, the Australian Administrator(s) or any other Person from taking any steps towards implementing the Speedcast Parent Administration or any relevant Foreign Enforcement Action prior to the Effective Date; or

(ii) require the Australian Administrator(s) or Australian Deed Administrator(s) to take any action, or refrain from taking any action, that would be contrary to their duties, the Corporations Act or law.

5.15 *Substantive Consolidation of Certain Debtors.*

Except as provided in this section, the Plan is a joint plan of reorganization of the Debtors for administrative purposes only and constitutes a separate chapter 11 plan for each Debtor.

The Plan shall be implemented through a substantive consolidation of the assets and liabilities of certain Debtors. The Confirmation Order shall contain findings supporting the conclusions providing for limited substantive consolidation for purposes of distribution to holders of Claims and Interests at the Substantively Consolidated Debtors on the terms set forth in this Section of the Plan. The Assets and liabilities of the following entities shall be substantively consolidated pursuant to the Plan: (i) Speedcast Group Holdings Pty Ltd. shall be substantively consolidated with Speedcast International Limited; and, (ii) Spacelink Systems, LLC and Spacelink Systems II, LLC (fka Spacelink System Inc) shall be substantively consolidated with Caprock Participações do Brasil Ltda. The substantive consolidation of the

Assets and liabilities and properties of the Substantively Consolidated Debtors shall have the following effects:

(a) The Chapter 11 Cases of (i) Speedcast Group Holdings Pty Ltd. and Speedcast International Limited shall be consolidated and (ii) Spacelink Systems II, LLC (fka Spacelink System Inc), Caprock Participações do Brasil Ltda., and Spacelink Systems, LLC, shall be consolidated, respectively, with each being treated as a single consolidated case with respect to Claims against the applicable Substantively Consolidated Debtor. All property of the Estate of each applicable Substantively Consolidated Debtor shall be deemed to be property of the applicable consolidated Estate with respect to the payment of Claims against the consolidated Estate.

(b) All Claims against each applicable Substantively Consolidated Debtors' Estate shall be deemed to be Claims against the consolidated Estates of Speedcast International Limited and Caprock Participações do Brasil Ltda., as applicable, and all proofs of claim filed against one or more of the Substantively Consolidated Debtors shall be deemed to be a single Claim filed against the consolidated estates of Speedcast International Limited and Caprock Participações do Brasil Ltda., as applicable, and all duplicate proofs of claim for the same Claim filed against more than one Debtor shall be deemed expunged.

(c) As set forth in Section 4.6 of this Plan, all Intercompany Claims will be adjusted, continued, settled, reinstated, discharged, eliminated, or otherwise managed, in each case to the extent determined to be appropriate by the Debtors or Reorganized Debtors, as applicable, after consultation with the Plan Sponsor.

(d) For purposes of determining the availability of the right of setoff under section 553 of the Bankruptcy Code, the Substantively Consolidated Debtors shall be treated as one consolidated entity (either Speedcast International Limited or Caprock Participações do Brasil Ltda., as applicable) so that, subject to the other provisions of section 553, debts due to any of the Substantively Consolidated Debtors may be set off against the debts of any other of the applicable Substantively Consolidated Debtors.

5.16 *Separability.*

Notwithstanding the combination of the separate plans of reorganization for the Debtors set forth in the Plan for purposes of economy and efficiency, other than as described in Section 5.15, the Plan constitutes a separate chapter 11 plan for each Debtor. Accordingly, if the Bankruptcy Court does not confirm the Plan with respect to one or more Debtors, it may still, subject to the consent of the applicable Debtors and the Plan Sponsor, confirm the Plan with respect to any other Debtor that satisfies the confirmation requirements of section 1129 of the Bankruptcy Code.

5.17 *Restructuring Expenses.*

On the Effective Date, or as soon as reasonably practicable thereafter, the Debtors or the Reorganized Debtors, as applicable, shall pay in full in Cash (to the extent not previously paid during the course of the Chapter 11 Cases) all outstanding Restructuring Expenses billed

through the Effective Date, in accordance with the terms of the applicable orders, engagement letters, or other applicable contractual arrangements. All parties entitled to payment pursuant to this Section 5.17 shall estimate their accrued Restructuring Expenses prior to and as of the Effective Date and shall deliver such estimates to the Debtors at least two Business Days before the Effective Date; *provided*, that such estimate shall not be considered an admission or limitation with respect to the fees and expenses of such parties. On the Effective Date, final invoices for all Restructuring Expenses incurred prior to and as of the Effective Date shall be submitted to the Debtors. In addition, the Debtors and the Reorganized Debtors (as applicable) shall continue to pay post-Effective Date, when due and payable in the ordinary course, Restructuring Expenses related to implementation, consummation and defense of the Plan.

5.18 *Reorganized Debtors' Authority.*

After the Effective Date, the Reorganized Debtors may operate the Debtors' business and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

5.19 *Subordination Agreements.*

Pursuant to section 510(a) of the Bankruptcy Code, all subordination agreements governing Claims or Interests shall be enforced in accordance with such agreement's terms.

5.20 *Litigation Trust.*

(a) ***Creation and Governance of the Litigation Trust.*** On the Effective Date, the Debtors and the Litigation Trustee shall execute the Litigation Trust Agreement in a form reasonably acceptable to the Creditors' Committee, and all other necessary steps shall be taken to establish the Litigation Trust in accordance with the Plan and the beneficial interests therein, which shall be for the benefit of the Litigation Trust Beneficiaries. In the event of any conflict between the terms of the Plan and the terms of the Litigation Trust Agreement, the terms of the Plan shall govern. Additionally, on the Effective Date, to the extent permitted by law, the Debtors shall transfer and shall be deemed to transfer to the Litigation Trust all of their rights, title and interest in and to all of the Litigation Trust Assets, and in accordance with section 1141 of the Bankruptcy Code, the Litigation Trust Assets shall automatically vest in the Litigation Trust free and clear of all Claims and Liens, subject only to (a) Litigation Trust Interests, and (b) the expenses of the Litigation Trust as provided for in the Litigation Trust Agreement, and such transfer shall be exempt from any stamp, real estate transfer, mortgage reporting, sales, use or other similar tax. The Litigation Trustee shall be the exclusive trustee of the assets of the Litigation Trust for purposes of 31 U.S.C. § 3713(b) and 26 U.S.C. § 6012(b)(3), as well as the representatives of the Estate of each of the Debtors appointed pursuant to section 1123(b)(3)(B) of the Bankruptcy Code, solely for purposes of carrying out the Litigation Trustee's duties under the Litigation Trust Agreement. The Litigation Trust shall be governed by the Litigation Trust Agreement and administered by the Litigation Trustee.

The powers, rights and responsibilities of the Litigation Trustee shall be specified in the Litigation Trust Agreement and shall include the authority and responsibility to, among

other things, take the actions set forth in this Section 5.20. The Litigation Trustee shall hold and distribute the Litigation Trust Assets in accordance with the provisions of the Plan and the Litigation Trust Agreement. Other rights and duties of the Litigation Trustee and the Litigation Trust Beneficiaries shall be as set forth in the Litigation Trust Agreement. After the Effective Date, the Debtors and the Reorganized Debtors shall have no interest in the Litigation Trust Assets except as set forth in the Litigation Trust Agreement.

(b) ***Purpose of the Litigation Trust.*** The Litigation Trust shall be established for the purpose of (i) evaluating and prosecuting the Litigation Trust Causes of Action, (ii) liquidating the Litigation Trust Assets, and (iii) distributing the Litigation Trust Distributable Proceeds, if any, to the Litigation Trust Beneficiaries in accordance with Treasury Regulation section 301.7701-4(d), with no objective to continue or engage in the conduct of a trade or business.

(c) ***Litigation Trustee and Litigation Trust Agreement.*** The Litigation Trust Agreement generally will provide for, among other things, payment of the Litigation Trust Expenses. The Litigation Trust Expenses shall be paid solely from the Litigation Trust Assets in accordance with the Plan and the Litigation Trust Agreement.

For the avoidance of doubt, any costs incurred by (i) the Disbursing Agent in making distributions to holders of Claims under the Plan or (ii) the Reorganized Debtors in prosecuting objections to Claims or otherwise administering Claims shall be paid by the Reorganized Debtors, except to the extent the Litigation Trustee seeks to prosecute certain claims objections pursuant to section 7.2(c).

The Litigation Trustee, on behalf of the Litigation Trust, may employ, without further order of the Bankruptcy Court, professionals (including Professionals previously retained by the Creditors' Committee) to assist in carrying out its duties hereunder and may compensate and reimburse the reasonable expenses of these professionals without further order of the Bankruptcy Court from the Litigation Trust Assets in accordance with the Plan and the Litigation Trust Agreement.

In furtherance of and consistent with the purpose of the Litigation Trust and the Plan, the Litigation Trustee, for the benefit of the Litigation Trust, shall (a) hold the Litigation Trust Assets for the benefit of the Litigation Trust Beneficiaries, (b) make distributions of Litigation Trust Distributable Proceeds, if any, as provided herein and in the Litigation Trust Agreement and (c) have the power and authority to prosecute and resolve any Litigation Trust Causes of Action. The Litigation Trustee shall be responsible for all decisions and duties with respect to the Litigation Trust and the Litigation Trust Assets, except as otherwise provided in the Litigation Trust Agreement. In all circumstances, the Litigation Trustee shall act in the best interests of the Litigation Trust Beneficiaries.

(d) ***Compensation and Duties of the Litigation Trustee.*** The salient terms of the Litigation Trustee's employment, including the Litigation Trustee's duties and compensation (which compensation shall be negotiated by the Litigation Trustee, the Debtors, the Plan Sponsor and the Creditors' Committee), shall be set forth in the Litigation Trust Agreement. The

Litigation Trustee shall be entitled to reasonable compensation in an amount consistent with that of similar functionaries in similar types of bankruptcy cases.

(e) ***Indemnification of the Litigation Trust Indemnified Persons.*** The Litigation Trust Indemnified Persons shall be held harmless by the Litigation Trust and shall not be liable for actions taken or omitted in their capacity as, or on behalf of, the Litigation Trustee, except those acts that are determined by Final Order to have arisen out of their own intentional fraud, willful misconduct, or gross negligence, and each shall be entitled to be indemnified, held harmless, and entitled to advancement (and indemnification for the same amounts if the Litigation Trust Indemnified Persons do not seek or receive advancement) by or from, as applicable, the Litigation Trust for fees and expenses including, without limitation, reasonable attorney's fees, which such Persons and Entities may incur or may become subject to or in connection with any action, suit, proceeding or investigation that is brought or threatened against such Persons in respect of that Person's or the Litigation Trustee's actions or inactions regarding the implementation or administration of this Plan or the Litigation Trust Agreement, or the discharge of their duties hereunder or the Litigation Trust Agreement, except for any actions or inactions that are determined by Final Order to have arisen from intentional fraud, willful misconduct or gross negligence. Any Claim of the Litigation Trust Indemnified Persons to be indemnified, held harmless, advanced, or reimbursed shall be satisfied from the Litigation Trust or any applicable insurance coverage obtained by the Litigation Trust.

(f) ***Cooperation of Reorganized Debtors.*** Subject to subsection (g) of this Section 5.20, the Debtors or Reorganized Debtors, as applicable, upon reasonable notice, shall provide reasonable cooperation with the Litigation Trustee in the administration of the Litigation Trust, including providing reasonable access to pertinent documents, including books and records, to the extent the Debtors or Reorganized Debtors have such information and/or documents, to the Litigation Trustee sufficient to enable the Litigation Trustee to perform its duties hereunder. All reasonable out-of-pocket costs and expenses incurred, upon prior written request of the Litigation Trustee, by the Debtors or the Reorganized Debtors in connection with actions taken under this subsection (f) shall be at the expense of the Litigation Trust.

(g) ***Preservation of Privilege.*** The Debtors and the Litigation Trust shall enter into a common interest agreement whereby the Debtors will be able to disclose to the Litigation Trust, on a strictly confidential basis, documents, information or communications (whether written or oral) relating to the Litigation Trust Assets that are covered by attorney-client privilege, work product privilege, or other privileges or immunity. Pursuant to the common interest disclosure agreement, the Debtors and the Litigation Trust will agree that, in the case of disclosures made pursuant to the agreement: (i) the documents, information or communications are privileged; (ii) the disclosure is made to the Litigation Trust solely for the specific purpose of enabling the Litigation Trustee to carry out its duties under the Litigation Trust Agreement; and (iii) the Debtors do not intend, by the disclosure, to waive any privileges or immunities as against any other person or entity. Further, the Litigation Trust shall agree: (x) to keep the documents, information and communications (and their contents) strictly confidential, not disclose them to any other party, and preserve and protect all applicable privileges attaching to them; (y) to return to the Debtors on reasonable demand any documents, information or communications or copies of them (or records of their contents); and (z) to inform the Debtors immediately if it receives any voluntary or compulsory request for production to a

third party of the documents, information or communications (or their contents) to enable the Debtors to assert their privilege. The Litigation Trustee's receipt of such documents, information or communications shall constitute a limited waiver in favor of the Litigation Trustee only, and shall not constitute a waiver of any privilege as against any other party. On the Effective Date, the Reorganized Debtors shall automatically succeed the Debtors as party to such common interest agreement. All privileges shall remain in the control of the Debtors or the Reorganized Debtors, as applicable, and the Debtors or the Reorganized Debtors retain the right to waive their own privileges.

(h) ***Transferability.*** Litigation Trust Interests shall not be certificated and shall be non-transferable other than if transferred by will, intestate succession, or otherwise by operation of law, or as and to the extent determined by the Litigation Trustee.

(i) ***U.S. Federal Income Tax Treatment of the Litigation Trust.*** The Litigation Trust shall be structured to qualify as a "liquidating trust" within the meaning of Treas. Reg. § 301.7701-4(d) and in compliance with Rev. Proc. 94-45, 1994-2 C.B. 684, and, thus, as a "grantor trust" within the meaning of Sections 671 through 679 of the Tax Code to the holders of Other Unsecured Claims, consistent with the terms of the Plan. All assets held by the Litigation Trust on the Effective Date shall be deemed for U.S. federal income tax purposes (i) to have been distributed (subject to any obligations relating to such assets) by the Debtors to the Litigation Trust Beneficiaries (other than the assets allocable to any disputed ownership fund) in partial satisfaction of such Litigation Trust Beneficiaries' Claims and (ii) immediately thereafter contributed by such Litigation Trust Beneficiaries to the Litigation Trust in exchange for their respective Litigation Trust Interests. The Litigation Trust Beneficiaries will be treated as the deemed owners of the Litigation Trust (other than the assets allocable to any disputed ownership fund). The sole purpose of the Litigation Trust shall be the liquidation and distribution of the Litigation Trust Assets in accordance with Treas. Reg. § 301.7701-4(d), with no objective to continue or engage in the conduct of a trade or business. All parties (including the Debtors and the Estates, holders of Other Unsecured Claims and the Litigation Trustee) shall report consistently with such treatment. All parties shall report consistently with the valuation of the Litigation Trust Assets transferred to the Litigation Trust as determined by the Litigation Trustee (or its designee). The Litigation Trustee shall be responsible for filing U.S. federal tax returns for the Litigation Trust as a grantor trust pursuant to Treas. Reg. § 1.671-4(a). The Litigation Trustee shall annually send to each holder of an interest in the Litigation Trust a separate statement regarding the receipts and expenditures of the trust as relevant for U.S. federal income tax purposes. Subject to definitive guidance from the IRS or a court of competent jurisdiction to the contrary (including the receipt by the Litigation Trustee of a private letter ruling if the Litigation Trustee so requests one, or the receipt of an adverse determination by the IRS upon audit if not contested by the Litigation Trustee), the Litigation Trustee may timely elect to (x) treat any portion of the Litigation Trust allocable to Disputed Claims as a "disputed ownership fund" governed by Treasury Regulation section 1.468B-9 (and make any appropriate elections) and (y) to the extent permitted by applicable law, report consistently with the foregoing for state and local income tax purposes. All parties (including the Debtors and the Estates, holders of Other Unsecured Claims and the Litigation Trustee) shall report for U.S. federal, state, and local income tax purposes consistently with the foregoing.

(j) ***Withholding.*** The Litigation Trustee may withhold and pay to the appropriate taxing authority all amounts required to be withheld pursuant to the Tax Code or any provision of any foreign, state or local tax law with respect to any payment or distribution to the Litigation Trust Beneficiaries. All such amounts withheld and paid to the appropriate taxing authority shall be treated as amounts distributed to such Litigation Trust Beneficiaries for all purposes of the Litigation Trust Agreement. The Litigation Trustee shall be authorized to collect such tax information from the Litigation Trust Beneficiaries (including, without limitation, social security numbers or other tax identification numbers) as it, in its sole discretion, deems necessary to effectuate the Plan, the Confirmation Order and the Litigation Trust Agreement. In order to receive distributions under the Plan, all Litigation Trust Beneficiaries will need to identify themselves to the Litigation Trustee and provide tax information and the specifics of their holdings, to the extent the Litigation Trustee deems appropriate. This identification requirement may, in certain cases, extend to holders who hold their securities in street name. The Litigation Trustee may refuse to make a distribution to any Litigation Trust Beneficiary that fails to furnish such information in a timely fashion, until such information is delivered; *provided, however*, that, upon the delivery of such information by a Litigation Trust Beneficiary, the Litigation Trustee shall make such distribution to which the Litigation Trust Beneficiary is entitled, without interest; and, *provided, further*, that, if the Litigation Trustee fails to withhold in respect of amounts received or distributable with respect to any such holder and the Litigation Trustee is later held liable for the amount of such withholding, such holder shall reimburse the Litigation Trustee for such liability.

(k) ***Litigation Trust Assets.*** The Litigation Trustee shall have the exclusive right on behalf of the Litigation Trust, to institute, file, prosecute, enforce, settle, compromise, release, abandon, or withdraw any and all Litigation Trust Causes of Action without any further order of the Bankruptcy Court, except as otherwise provided herein or in the Litigation Trust Agreement. From and after the Effective Date, the Litigation Trustee, in accordance with section 1123(b)(3) of the Bankruptcy Code, and on behalf of the Litigation Trust, shall serve as a representative of the Estates, solely for purposes of carrying out the Litigation Trustee's duties under the Litigation Trust Agreement. In connection with the investigation, prosecution and/or compromise of the Litigation Trust Causes of Action, the Litigation Trustee may expend such portion of the Litigation Trust Assets as the Litigation Trustee deems necessary. The Litigation Trustee may invest Cash (including any earnings thereon or proceeds therefrom) in any manner permitted to be made by a liquidating trust within the meaning of Treasury Regulation section 301.7701-4(d), as reflected therein, or under applicable IRS guidelines, rulings, or other controlling authorities.

(l) ***Litigation Trust Fees and Expenses.*** From and after the Effective Date, the Litigation Trustee, on behalf of the Litigation Trust, shall, in the ordinary course of business and without the necessity of any approval by the Bankruptcy Court, pay the reasonable professional fees and expenses incurred by the Litigation Trust and any Litigation Trustee Representatives retained by the Litigation Trust from the Litigation Trust Assets, except as otherwise provided in the Litigation Trust Agreement.

(m) ***Distribution of Unrestricted Cash.*** The Litigation Trustee shall distribute to the Litigation Trust Beneficiaries on account of their interests in the Litigation Trust, at least annually, all net proceeds from the monetization of assets, except that the Litigation Trust may

retain an amount of net proceeds reasonably necessary to maintain the value of the Litigation Trust Assets or to meet claims and contingent liabilities.

(n) ***Single Satisfaction of Allowed Other Unsecured Claims.*** Notwithstanding anything to the contrary herein, in no event shall holders of Allowed Other Unsecured Claims, as applicable, recover more than the full amount of their Allowed Other Unsecured Claims from the Litigation Trust Distributable Proceeds, if any.

(o) ***Dissolution of the Litigation Trust.*** The Litigation Trustee and the Litigation Trust shall be discharged or dissolved, as the case may be, at such time as (a) the Litigation Trustee determines that the pursuit of additional Litigation Trust Causes of Action is not likely to yield sufficient additional proceeds to justify further pursuit of such claims and (b) all distributions of Litigation Trust Distributable Proceeds, if any, required to be made by the Litigation Trustee under the Plan have been made, but in any event the Litigation Trust shall be dissolved no later than five years after the Effective Date unless the Bankruptcy Court, upon motion made within the six-month period before such fifth anniversary (and, in the event of further extension, at least six months before the end of the preceding extension), determines that a fixed period extension (not to exceed three years, together with any prior extensions, without a favorable letter ruling from the IRS that any further extension would not adversely affect the status of the Litigation Trust as a liquidating trust for federal income tax purposes) is necessary to facilitate or complete the recovery on, and liquidation of, the Litigation Trust Assets. Upon dissolution of the Litigation Trust, any remaining Litigation Trust Assets shall be distributed to all Litigation Trust Beneficiaries in accordance with the Plan and the Litigation Trust Agreement as appropriate.

ARTICLE VI. DISTRIBUTIONS.

6.1 *Distributions Generally.*

The Disbursing Agent shall make all Plan Distributions to the appropriate holders of Allowed Claims and Allowed Interests in accordance with the terms of this Plan; *provided*, that the Debtors or Reorganized Debtors, as applicable, shall disburse New Equity Interests to the Plan Sponsor; *provided, further*, that notwithstanding anything herein to the contrary, distributions to the Litigation Trust Beneficiaries shall be made by the Litigation Trustee as and when provided for in the Litigation Trust Agreement.

6.2 *No Postpetition Interest on Claims.*

Except as otherwise specifically provided for in this Plan, the Confirmation Order, or another order of the Bankruptcy Court or required by the Bankruptcy Code, and notwithstanding any documents to the contrary that govern the Debtors' prepetition indebtedness, postpetition and/or default interest shall not accrue or be paid on any Claims, and no holder of a Claim shall be entitled to (a) interest accruing on such Claim on or after the Petition Date, or (b) interest at the contractual default rate, as applicable.

6.3 *Date of Distributions.*

Unless otherwise provided in the Plan or Litigation Trust Agreement, on the Effective Date or as soon as reasonably practicable thereafter (or, if a Claim is not an Allowed Claim on the Effective Date, on the date that such Claim becomes Allowed or as soon as reasonably practicable thereafter), each holder of an Allowed Claim shall receive the full amount of the distributions that the Plan provides for such Allowed Claims in their applicable Class. In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day but shall be deemed to have been completed as of the required date. If and to the extent that there are Disputed Claims, distributions on account of any such Disputed Claims shall be made pursuant to the provisions set forth in Article VII of the Plan. Except as otherwise provided in the Plan or the documents included in the Plan Supplement, holders of Claims shall not be entitled to interest, dividends, or accruals on any Plan Distributions.

6.4 *Distribution Record Date.*

As of the close of business on the Distribution Record Date, the various lists of holders of Claims in each Class, as maintained by the Debtors or their agents, shall be deemed closed, and there shall be no further changes in the record holders of any Claims after the Distribution Record Date. Neither the Debtors, Reorganized Debtors, the Australian Administrator(s), the Australian Deed Administrator(s), nor the Disbursing Agent shall have any obligation to recognize any transfer of a Claim occurring after the close of business on the Distribution Record Date. In addition, with respect to payment of any Cure Amounts or disputes over any Cure Amounts, none of the Debtors, the Reorganized Debtors, the Australian Administrator(s), the Australian Deed Administrator(s), or the Disbursing Agent shall have any obligation to recognize or deal with any party other than the non-Debtor party to the applicable executory contract or unexpired lease, even if such non-Debtor party has sold, assigned, or otherwise transferred its Claim for a Cure Amount.

6.5 *Disbursing Agent.*

All distributions under this Plan shall be made by the Disbursing Agent on and after the Effective Date as provided herein except distributions to the Litigation Trust Beneficiaries shall be made by the Litigation Trustee as and when provided for in the Litigation Trust Agreement. The Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties. The Reorganized Debtors shall use all commercially reasonable efforts to provide the Disbursing Agent with the amounts of Claims and the identities and addresses of holders of Claims, in each case, as set forth in the Debtors' or the Reorganized Debtors' books and records. The Reorganized Debtors shall cooperate in good faith with the applicable Disbursing Agent (if other than the Reorganized Debtors) to comply with the reporting and withholding requirements outlined in Section 6.17 of this Plan.

6.6 *Delivery of Distributions.*

The Disbursing Agent will issue or cause to be issued, the applicable consideration under this Plan and, subject to Bankruptcy Rule 9010, will make all distributions to any holder of an Allowed Claim as and when required by this Plan (except distributions to the Litigation Trust beneficiaries shall be made by the Litigation Trustee as and when provided for in the Litigation Trust Agreement) at: (i) the address of such holder on the books and records of the Debtors or their agents or (ii) the address in any written notice of address change delivered to the Debtors or the Disbursing Agent, including any addresses included on any transfers of Claim filed pursuant to Bankruptcy Rule 3001. In the event that any distribution to any holder is returned as undeliverable, no distribution or payment to such holder shall be made unless and until the Disbursing Agent has been notified of the then-current address of such holder, at which time or as soon thereafter as reasonably practicable such distribution shall be made to such holder without interest.

6.7 *Unclaimed Property.*

One year from the later of: (i) the Effective Date and (ii) the date that is ten (10) Business Days from the date of distribution, all distributions payable on account of such Claim that are not deliverable and remain unclaimed shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code and shall revert to the Reorganized Debtors automatically and without need for a further order by the Bankruptcy Court (notwithstanding any applicable federal, provincial, or state escheat, abandoned, or unclaimed property laws to the contrary) or their successors or assigns, and all claims of any other Entity (including the holder of a Claim in the same Class) to such distribution shall be discharged and forever barred. The Reorganized Debtors and the Disbursing Agent shall have no obligation to attempt to locate any holder of an Allowed Claim other than by reviewing the Debtors' books and records, the register of the DIP Agent or the Syndicated Facility Agent, as applicable, or filings with the Bankruptcy Court.

6.8 *Satisfaction of Claims.*

Unless otherwise provided herein, any distributions and deliveries to be made on account of Allowed Claims under this Plan shall be in complete and final satisfaction, settlement, and discharge of and exchange for such Allowed Claims.

6.9 *Manner of Payment Under Plan.*

Except as specifically provided herein, at the option of the Debtors, the Reorganized Debtors, the Australian Administrator(s) or the Australian Deed Administrator(s), as applicable, any Cash payment to be made under this Plan may be made by a check or wire transfer or as otherwise required or provided in applicable agreements or customary practices of the Debtors consistent with commonly accepted business practices.

6.10 *Fractional Shares and De Minimis Cash Distributions.*

No fractional New Equity Interests shall be distributed. When any distribution would otherwise result in the issuance of a number of New Equity Interests that is not a whole number, the New Equity Interests subject to such distribution shall be rounded to the next higher

or lower whole number as follows: (i) fractions equal to or greater than 1/2 shall be rounded to the next higher whole number and (ii) fractions less than 1/2 shall be rounded to the next lower whole number. The total number of New Equity Interests to be distributed on account of the Direct Investment or otherwise in accordance with the Plan Sponsor Agreement will be adjusted as necessary to account for the rounding provided for herein. No consideration will be provided in lieu of fractional shares that are rounded down. Neither the Reorganized Debtors, Australian Administrator, nor the Disbursing Agent shall have any obligation to make a distribution that is less than one (1) share of New Equity Interests or one hundred dollars (\$100.00) in Cash. Fractional New Equity Interests that are not distributed in accordance with this section shall be returned to, and ownership thereof shall vest in New Speedcast Parent.

6.11 *No Distribution in Excess of Amount of Allowed Claim.*

Notwithstanding anything to the contrary in this Plan, no holder of an Allowed Claim shall receive, on account of such Allowed Claim, Plan Distributions in excess of the Allowed amount of such Claim plus any postpetition interest on such Claim, to the extent such interest is permitted by Section 6.2.

6.12 *Allocation of Distributions Between Principal and Interest.*

Except as otherwise provided in this Plan and subject to Section 6.2 of this Plan, to the extent that any Allowed Claim entitled to a distribution under this Plan is comprised of indebtedness and accrued but unpaid interest thereon, such distribution shall be allocated first to the principal amount of the Claim (as determined for U.S. federal income tax purposes) and then, to the extent of any excess, to the remainder of the Claim, including any Claim for accrued but unpaid interests.

6.13 *Exemption from Securities Laws.*

The issuance of the New Equity Interests pursuant to the Direct Investment are being made in reliance on the exemption from registration set forth in section 4(a)(2) of the Securities Act and/or Regulation D thereunder. Such Securities will be considered “restricted securities” and may not be offered for sale, sold, or otherwise transferred except pursuant to an effective registration statement under the Securities Act or in a transaction exempt from or not subject to registration under the Securities Act, such as under certain conditions, the resale provisions of Rule 144 of the Securities Act and in accordance with any applicable state securities laws.

6.14 *Setoffs and Recoupments.*

Each Debtor or Reorganized Debtor, as applicable, or such Entity’s designee, as instructed by such Reorganized Debtor, may, pursuant to section 553 of the Bankruptcy Code or applicable nonbankruptcy law, offset or recoup against any Allowed Claim and the distributions to be made pursuant to this Plan on account of such Allowed Claim any and all Claims, rights, and Causes of Action that such Debtor or Reorganized Debtor or its successors may hold against the holder of such Allowed Claim; *provided*, that neither the failure to effect a setoff or recoupment nor the allowance of any Claim hereunder will constitute a waiver or release by a

Debtor or Reorganized Debtor or its successor of any Claims, rights, or Causes of Action that a Reorganized Debtor or its successor or assign may possess against such holder.

6.15 *Release of Retained Funds*

Any Cash remaining in the Fee Claim Escrow Account, after all applicable distributions or other payments have been made from such Fee Claim Escrow Account shall be released therefrom by the Disbursing Agent and revert to the Reorganized Debtors or their successors or assigns at such dates as may be determined by the Disbursing Agent, but in no event later than the date that is sixty (60) days after all applicable distributions or other payments have been made from such account.

6.16 *Rights and Powers of Disbursing Agent.*

(a) Powers of Disbursing Agent. The Disbursing Agent shall be empowered to: (i) effect all reasonable actions and execute all agreements, instruments, and other documents necessary to perform its duties under this Plan; (ii) make all applicable distributions or payments provided for under this Plan; (iii) employ professionals to represent it with respect to its responsibilities; and (iv) exercise such other powers (A) as may be vested in the Disbursing Agent by order of the Bankruptcy Court (including any order issued after the Effective Date) or pursuant to this Plan or (B) as deemed by the Disbursing Agent to be necessary and proper to implement the provisions of this Plan.

(b) Expenses Incurred on or After the Effective Date. To the extent the Disbursing Agent is an Entity other than a Debtor or Reorganized Debtor, except as otherwise ordered by the Bankruptcy Court and subject to the written agreement of the Reorganized Debtors, the amount of any reasonable fees and reasonable and documented out-of-pocket expenses incurred by the Disbursing Agent on or after the Effective Date (including taxes and including for reasonable and documented attorneys' and other professional fees and out-of-pocket expenses) made by the Disbursing Agent shall be paid in Cash by the Reorganized Debtors.

6.17 *Withholding and Reporting Requirements.*

(a) The Reorganized Debtors and the Disbursing Agent shall comply with all applicable withholding and reporting requirements imposed by any federal, state, local, or foreign taxing authority, and all distributions under this Plan shall be subject to any such withholding or reporting requirements. In the case of a non-Cash distribution that is subject to withholding, the distributing party may withhold an appropriate portion of such distributed property and sell such withheld property to generate Cash necessary to pay over the withholding tax. Any amounts withheld pursuant to the preceding sentence shall be deemed to have been distributed to and received by the applicable recipient for all purposes of this Plan. The Reorganized Debtors and the Disbursing Agent shall reasonably cooperate with the relevant recipients of any distributions under this Plan to minimize any withholding to the extent permitted by applicable law.

(b) Notwithstanding the above, each holder of an Allowed Claim that is to receive a distribution under this Plan shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed on such holder by any Governmental Unit, including income, withholding, and other tax obligations, on account of such distribution.

(c) The Reorganized Debtors and the Disbursing Agent may require, as a condition to receipt of a distribution, that the holder of an Allowed Claim provide any information reasonably necessary to allow the distributing party to comply with any such withholding and reporting requirements imposed by any federal, state, local, or foreign taxing authority (including, for the avoidance of doubt, an IRS Form W-9 or (if the holder is a non-U.S. Person) an appropriate IRS Form W-8 (unless such Person is exempt from information reporting requirements under the Tax Code) and so notifies the Reorganized Debtors and the Disbursing Agent).

6.18 *Hart-Scott-Rodino Antitrust Improvements Act*

Any New Equity Interests to be distributed under the Plan to any Entity required as a result of such distribution to file a premerger notification and report form under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, to the extent applicable, shall not be distributed until the notification and waiting periods applicable under such Act to such Entity have expired or been terminated.

ARTICLE VII. PROCEDURES FOR RESOLVING CLAIMS.

7.1 *Disputed Claims Generally.*

Except insofar as a Claim is Allowed under the Plan or was Allowed prior to the Effective Date, the Debtors or the Reorganized Debtors, as applicable, shall have and retain any and all rights and defenses such Debtor has with respect to any Disputed Claim, including the Causes of Action retained pursuant to Section 10.11. Any objections to Claims shall be served and filed on or before: (a) the one hundred twentieth (120th) day following the later of (i) the Effective Date and (ii) the date that a proof of Claim is filed or amended or a Claim is otherwise asserted or amended in writing by or on behalf of a holder of such Claim; or (b) such later date as may be fixed by the Bankruptcy Court. All Disputed Claims not objected to by the end of such one hundred twenty (120) day period shall be deemed Allowed unless such period is extended upon approval of the Bankruptcy Court.

7.2 *Resolution of Disputed Claims*

(a) On and after the Effective Date, the Reorganized Debtors shall have the duty and authority, and, solely with respect to Other Unsecured Claims, in consultation with the Litigation Trustee, to (i) litigate, compromise, settle, otherwise resolve, or withdraw any objections to all Claims against the Debtors and to compromise and settle any such Disputed Claims without any further notice to or action, order, or approval by the Bankruptcy Court or any other party and (ii) administer and adjust the Claims Register to reflect any such settlements or compromises without any further action, order, notice to, or approval by the Bankruptcy Court or any other party.

(b) Expungement of, or Adjustment to, Paid, Satisfied, or Superseded Claims.

Any Claim that has been paid, satisfied, or superseded, or any Claim that has been amended or superseded, may be adjusted or expunged on the Claims Register by the Reorganized Debtors, and, solely with respect to Other Unsecured Claims, in consultation with the Litigation Trustee, without a claims objection having to be filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

(c) Notwithstanding anything herein to the contrary, the Creditors' Committee

or Litigation Trustee, as applicable, shall have the right to prosecute or otherwise adjudicate or settle particular objections to Other Unsecured Claims in the event that the Reorganized Debtors and the Litigation Trustee disagree with respect to the treatment of any particular Other Unsecured Claim and the Litigation Trustee shall have standing to seek court intervention to enforce this provision or otherwise resolve any dispute between the Reorganized Debtors and the Litigation Trustee with respect to allowance of Other Unsecured Claims.

(d) Disallowance of Claims. EXCEPT AS OTHERWISE AGREED, ANY

AND ALL PROOFS OF CLAIM FILED AFTER THE APPLICABLE DEADLINE FOR FILING SUCH PROOFS OF CLAIM SHALL BE DEEMED DISALLOWED AND EXPUNGED AS OF THE EFFECTIVE DATE WITHOUT ANY FURTHER NOTICE TO OR ACTION, ORDER, OR APPROVAL OF THE BANKRUPTCY COURT, AND HOLDERS OF SUCH CLAIMS MAY NOT RECEIVE ANY DISTRIBUTIONS ON ACCOUNT OF SUCH CLAIMS, UNLESS SUCH LATE PROOF OF CLAIM IS DEEMED TIMELY FILED BY A FINAL ORDER ON OR BEFORE THE LATER OF THE CONFIRMATION HEARING AND THE DATE THAT IS FORTY-FIVE (45) DAYS AFTER THE APPLICABLE DEADLINE FOR FILING SUCH PROOFS OF CLAIM.

7.3 *Estimation of Claims.*

The Debtors or the Reorganized Debtors, as applicable, may at any time request that the Bankruptcy Court estimate any contingent, unliquidated, or Disputed Claim pursuant to section 502(c) of the Bankruptcy Code, regardless of whether the Debtors had previously objected to or otherwise disputed such Claim or whether the Bankruptcy Court has ruled on any such objection. The Bankruptcy Court shall retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including during the pendency of any appeal relating to any such objection. In the event that the Bankruptcy Court estimates any contingent, unliquidated, or Disputed Claim, the amount so estimated shall constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on the amount of such Claim, the Reorganized Debtors may pursue supplementary proceedings to object to the allowance of such Claim.

7.4 *Claims Resolution Procedures Cumulative.*

All of the objection, estimation, and resolution procedures in this Plan are intended to be cumulative and not exclusive of one another. Claims may be estimated and subsequently settled, compromised, withdrawn, or resolved in accordance with this Plan by any mechanism approved by the Bankruptcy Court.

7.5 *No Distributions Pending Allowance.*

No payment or distribution provided under this Plan shall be made on account of a Disputed Claim unless and until (and only to the extent that) such Claim becomes an Allowed Claim.

7.6 *Distributions After Allowance.*

To the extent that a Disputed Claim ultimately becomes an Allowed Claim, distributions (if any) shall be made to the holder of such Allowed Claim in accordance with the provisions of this Plan. As soon as practicable after the date on which the order or judgment of the Bankruptcy Court allowing any Disputed Claim becomes a Final Order, the Disbursing Agent shall provide to the holder of such Claim the distribution (if any) to which such holder is entitled under this Plan as of the Effective Date, without any interest to be paid on account of such Claim unless required by the Bankruptcy Code.

ARTICLE VIII. EXECUTORY CONTRACTS AND UNEXPIRED LEASES.

8.1 *Assumption and Rejection of Executory Contracts and Unexpired Leases.*

(a) As of and subject to the occurrence of the Effective Date, and except as expressly set forth in section 8.4 and 8.5 herein, all executory contracts and unexpired leases to which the Debtors are party shall (subject, in the cases of clauses (ii) and (iii), to the consent of the Plan Sponsor, whose consent will not to be unreasonably withheld) be deemed rejected except for an executory contract or unexpired lease that (i) has been assumed or rejected pursuant to a Final Order prior to entry of the Confirmation Order and in respect to which a motion for such assumption or rejection has been filed prior to the initial filing of this Plan, (ii) is specifically designated on the Schedule of Assumed Contracts and Leases, or (iii) is the subject of a separate (A) assumption motion filed by the Debtors or (B) rejection motion filed by the Debtors under section 365 of the Bankruptcy Code before the Confirmation Date. The Debtors reserve the right to modify the treatment of any particular executory contract or unexpired lease pursuant to this Plan (subject to the consent rights in this clause (a)). Except as expressly set forth in sections 8.1(d), 8.3, 8.4 and 8.5, the Confirmation Order shall constitute the Bankruptcy Court's approval of the rejection of all the leases and contracts not identified in the Schedule of Assumed Contracts and Leases (subject to the consent rights described in this clause (a)).

(b) Subject to the occurrence of the Effective Date, the payment of any applicable Cure Amount, and the resolution of any Cure Dispute, the entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of the rejections, assumptions, and assumptions and assignments provided for in this Plan pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Unless otherwise indicated or provided in a separate order of the Bankruptcy Court, rejections, assumptions, or assumptions and assignments of executory contracts and unexpired leases pursuant to this Plan are effective as of the Effective Date. Each executory contract and unexpired lease assumed pursuant to this Plan or by order of the Bankruptcy Court but not assigned to a third party before the Effective Date shall vest in and be fully enforceable by the applicable Reorganized Debtor in accordance with its terms, except as

modified by the provisions of this Plan, any order of the Bankruptcy Court authorizing and providing for its assumption, or applicable law.

(c) Unless otherwise provided herein or by separate order of the Bankruptcy Court, each executory contract and unexpired lease that is assumed or assumed and assigned shall include any and all modifications, amendments, supplements, restatements, or other agreements made directly or indirectly by any agreement, instrument, or other document that in any manner affects such executory contract or unexpired lease, without regard to whether such agreement, instrument, or other document is listed in the Schedule of Assumed Contracts and Leases.

(d) Notwithstanding anything to the contrary herein, all intercompany agreements are deemed to be, and shall be treated as, executory contracts under this Plan and, on the Effective Date, shall be assumed pursuant to sections 365 and 1123 of the Bankruptcy Code effective as of the Effective Date regardless of whether such contracts are listed on the Schedule of Assumed Contracts and Leases.

8.2 *Determination of Cure Disputes and Deemed Consent.*

(a) With respect to each executory contract or unexpired lease to be assumed or assumed and assigned by the Debtors, unless otherwise determined by the Bankruptcy Court pursuant to a Final Order or agreed to by the parties thereto, the dollar amount required to Cure any defaults of the Debtors existing as of the Confirmation Date shall be the Cure Amount set in the Cure Notice. The Cure Amount shall be satisfied, under section 365(b)(1) of the Bankruptcy Code, by the Debtors or Reorganized Debtors, as applicable, upon assumption of the relevant executory contract or unexpired lease. In advance of the Confirmation Hearing, the Debtors shall have served a notice on parties to executory contracts and unexpired leases to be assumed reflecting the Debtors' intent to assume the contract or lease in connection with this Plan and setting forth the proposed Cure Amount (if any). Unless a different agreement has been reached with the counterparty, upon payment in full of the Cure Amount, any and all proofs of Claim based upon an executory contract or unexpired lease that has been assumed in the Chapter 11 Cases or hereunder shall be deemed Disallowed and expunged without any further notice or action by any party or order of the Bankruptcy Court.

(b) If there is a dispute regarding (i) any Cure Amount, (ii) the ability of the Debtors to provide adequate assurance of future performance (within the meaning of section 365 of the Bankruptcy Code) under the contract or lease to be assumed, or (iii) any other matter pertaining to assumption or assumption and assignment, such dispute shall be heard by the Bankruptcy Court prior to such assumption or assumption and assignment being effective. Any counterparty to an executory contract or unexpired lease that fails to object timely to the notice of the proposed assumption or assumption and assignment of such executory contract or unexpired lease or the relevant Cure Amount by the deadline to object to confirmation of this Plan, shall be deemed to have consented to such assumption or assumption and assignment and the Cure Amount (even if Zero Dollars (\$0)), and shall be forever barred, estopped, and enjoined from challenging the validity of such assumption or assumption and assignment or the amount of such Cure Amount thereafter.

8.3 *Survival of the Debtors' Indemnification and Reimbursement Obligations.*

(a) Notwithstanding anything in the Plan (including Section 10.3 of the Plan), any indemnification of the Debtors' officers, directors, members, agents, or employees (other than Non-Released Parties) who serve in such capacity provided for in the Debtors' bylaws, certificates of incorporation, other formation documents or board resolutions with respect to all present and future actions, suits, and proceedings against the Debtors or such officers, directors, members, managers, agents, or employees based upon any act or omission for or on behalf of the Debtors shall (i) remain in full force and effect, (ii) not be discharged, impaired, or otherwise affected in any way, including by the Plan, the Plan Supplement, or the Confirmation Order, (iii) not be limited, reduced or terminated after the Effective Date, and (iv) survive unimpaired and unaffected irrespective of whether such obligation is owed for an act or event occurring before, on or after the Petition Date, *provided*, that the Reorganized Debtors shall not indemnify officers, directors, members, or managers, as applicable, of the Debtors for any claims or Causes of Action (i) arising out of or relating to any act or omission that constitutes intentional fraud, gross negligence, or willful misconduct or (ii) that are not indemnified by such indemnification obligation; *provided*, further, that the obligations in this section shall not apply to any Non-Released Party and any obligations to indemnify a Non-Released Party shall be terminated upon the occurrence of the Effective Date. All such obligations shall be deemed and treated as executory contracts to be assumed by the Debtors under the Plan and shall continue as obligations of the Reorganized Debtors regardless of whether such obligations are included on the Schedule of Assumed Contracts and Leases. Any claim based on the Debtors' obligations under the Plan shall not be a Disputed Claim or subject to any objection, in either case, by reason of section 502(e)(1)(B) of the Bankruptcy Code.

(b) After the Effective Date, the Reorganized Debtors shall not terminate or otherwise reduce the coverage under any directors' and officers' insurance policies (including any "tail policy") in effect as of the Confirmation Date, and all members, managers, directors, and officers of the Debtors who served in such capacity at any time prior to the Effective Date shall be entitled to the full benefits of any such policy for the full term of such policy regardless of whether such members, managers, directors, and/or officers remain in such positions after the Effective Date.

8.4 *Compensation and Benefit Plans.*

Unless otherwise provided in this Plan and except as applicable to any Non-Released Party, all employment policies, and all compensation and benefits plans, policies, and programs of the Debtors applicable to their respective employees, retirees, and non-employee directors, including all savings plans, retirement plans, healthcare plans, disability plans, severance benefit plans, incentive plans, and life and accidental death and dismemberment insurance plans, are deemed to be, and shall be treated as, executory contracts under this Plan and, on the Effective Date, shall be assumed pursuant to sections 365 and 1123 of the Bankruptcy Code regardless of whether such obligations are identified on the Schedule of Assumed Contracts and Leases. For the avoidance of doubt, any awards granted under the Management Incentive Plan shall be governed by such plan and shall not be subject to any provisions of the foregoing assumed plans, programs, or arrangements.

8.5 Insurance Policies.

All insurance policies to which any Debtor is a party as of the Effective Date shall be deemed to be and treated as executory contracts, shall be assumed or assumed and assigned by the applicable Debtor regardless of whether such obligations are identified on the Schedule of Assumed Contracts and Leases, and shall vest in the Reorganized Debtors and continue in full force and effect thereafter in accordance with their respective terms.

8.6 Rejection Damages Claims.

In the event that the rejection of an executory contract or unexpired lease hereunder results in damages to the other party or parties to such executory contract or unexpired lease, any Claim for such damages shall be classified and treated in Class 4A (Unsecured Trade Claims) or Class 4B (Other Unsecured Claims), as applicable and as determined by the Debtors or Reorganized Debtors, as applicable. Such Claim shall be forever barred and shall not be enforceable against the Debtors or the Reorganized Debtors, as applicable, or their respective Estates, properties or interests in property as agents, successors, or assigns, unless a proof of Claim is filed with the Bankruptcy Court and served upon counsel for the Debtors or the Reorganized Debtors, as applicable, no later than forty-five (45) days after the filing and service of the notice of the occurrence of the Effective Date.

8.7 Reservation of Rights.

(a) Neither the exclusion nor the inclusion by the Debtors of any contract or lease on any exhibit, schedule, or other annex to this Plan or in the Plan Supplement, nor anything contained in this Plan, shall constitute an admission by the Debtors that any such contract or lease is or is not an executory contract or unexpired lease or that the Debtors or the Reorganized Debtors or their respective affiliates has any liability thereunder.

(b) Except as otherwise provided in this Plan, or in a previously entered order of the Bankruptcy Court, nothing shall waive, excuse, limit, diminish, or otherwise alter any of the defenses, claims, Causes of Action, or other rights of the Debtors or the Reorganized Debtors under any executory or non-executory contract or unexpired or expired lease.

(c) Nothing in this Plan shall increase, augment, or add to any of the duties, obligations, responsibilities, or liabilities of the Debtors or the Reorganized Debtors, as applicable, under any executory or non-executory contract or unexpired or expired lease.

(d) For the avoidance of doubt, nothing in this Plan shall or shall be deemed to constitute a waiver of any rights, claims and/or remedies of any Prepetition Lender against another Prepetition Lender(s) or the Syndicated Facility Agent under the Syndicated Facility Agreement, including, the New Incremental Term Loans (as defined in the Incremental Assumption and Amendment Agreement, dated as of October 16, 2018), the other SFA Loan Documents or any related instrument, agreement or document.

(e) If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of its assumption under this Plan, the Debtors or Reorganized

Debtors, as applicable, shall have sixty (60) days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease.

ARTICLE IX. CONDITIONS PRECEDENT TO THE OCCURRENCE OF THE EFFECTIVE DATE.

9.1 *Conditions Precedent to the Effective Date.*

The Effective Date shall not occur unless all of the following conditions precedent have been satisfied or waived in accordance with Section 9.3 of this Plan:

(a) the Bankruptcy Court shall have entered the Confirmation Order and such order shall have become a Final Order;

(b) the DIP Orders shall remain in full force and effect and no event of default under the DIP Documents shall have occurred or be continuing and an acceleration of the obligations or termination of the DIP Lenders' commitments under the DIP Documents shall not have occurred;

(c) the Plan Supplement and all of the schedules, documents, and exhibits contained therein, and all other schedules, documents, supplements and exhibits to the Plan, shall have been filed with the Bankruptcy Court and shall be acceptable to the relevant persons in accordance with the applicable consent and approval rights provided herein or in the Plan Sponsor Agreement;

(d) all conditions precedent to the consummation of the Direct Investment set forth in the Plan Sponsor Agreement shall have been satisfied or waived in accordance with the terms thereof and no termination event thereunder shall have occurred and not been waived;

(e) the Restructuring, Restructuring Transactions, Corporate Restructuring and Corporate Restructuring Steps shall have been (or substantially concurrently shall be) consummated, in each case in accordance with (and subject to the consent rights set forth in) the Plan and Plan Sponsor Agreement;

(f) the Debtors shall have paid all Restructuring Expenses incurred, or estimated to be incurred, through the Effective Date in accordance with the Plan;

(g) the Debtors shall have paid the Litigation Trust Cash Amount to the Litigation Trust and the Trade Claim Cash Amount shall have been funded in accordance with the terms of this Plan and the Plan Sponsor Agreement;

(h) the Plan Sponsor shall have paid any amounts payable by it pursuant to Section 5.8 to the persons entitled thereto;

(i) the Amended Organizational Documents shall have been entered into or otherwise made effective on terms consistent in all material respects with the Plan Sponsor Agreement.

(j) the Litigation Trust Agreement, in form and substance reasonably acceptable to the Creditors' Committee, Plan Sponsor, and the Debtors, shall have been entered into and become effective;

(k) the Company shall have received the full Direct Investment Amount and the New Equity Interests shall have been issued in accordance with the Plan and the Plan Sponsor Agreement;

(l) the Plan shall not have been materially amended, altered or modified from the Plan as confirmed by the Confirmation Order, unless such material amendment, alteration or modification has been made in accordance with Section 12.1 of the Plan and the Plan Sponsor Agreement;

(m) each Subsidiary Guarantor (as defined in the Syndicated Facility Agreement) shall be released pursuant to this Plan, valid action under the SFA, or by order of the Bankruptcy Court from any guarantees of, and all liens on its assets or properties securing, the "Obligations" (as defined in the Syndicated Facility Agreement), or otherwise evidenced in a manner reasonably satisfactory to the Plan Sponsor;

(n) there shall not be in effect any (a) order, opinion, ruling, or other decision entered by any court or other Governmental Unit or (b) U.S. or other applicable law staying, restraining, enjoining, prohibiting, or otherwise making illegal the implementation of any of the transactions contemplated by the Plan;

(o) all Foreign Enforcement Actions necessary to implement the transactions contemplated by this Plan have been successfully resolved and are subject to an order, judgment, or other approval that is in full force and effect and not subject to unfulfilled conditions (other than approval of a Deed of Company Arrangement or other arrangements in connection with the Speedcast Parent Administration to the extent such requires the occurrence of the Effective Date prior to approval), and all applicable waiting periods have expired without any action having been taken by any competent authority that would restrain, prevent, or otherwise impose materially adverse conditions on such transactions;

(p) The Intelsat Contract (as such term is used in the *Order Authorizing Debtors to Enter Into Material Contract with Intelsat US LLC* (Docket No. 545)) shall not have been terminated by the Debtors;

(q) to the extent approval of the Plan Sponsor Agreement or the Plan is required by the shareholders of Speedcast Parent under the ASX Listing Rules or the *Corporations Act 2001* (Cth), (i) Speedcast Parent has received a waiver of the requirement for shareholder approval from the ASX or ASIC (as applicable) or confirmation from the ASX or ASIC (as applicable) that such approval of the transactions contemplated by the Plan Sponsor Agreement and the Plan by the shareholders of Speedcast Parent is not required, and such waiver or confirmation is not revoked or withdrawn; and (ii) if such waiver or confirmation is subject to any conditions, any such conditions are satisfied; and

(r) all governmental and regulatory approvals, orders and consents (including, to the extent applicable, from the Committee on Foreign Investment in the United States, the Defense Counterintelligence and Security Agency, the Bankruptcy Court and the Foreign Investment Review Board of Australia) necessary in connection with the transactions provided for in this Plan have been obtained, are not subject to unfulfilled conditions, and are in full force and effect, and all applicable waiting periods have expired without any action having been taken by any competent authority that would restrain, prevent, or otherwise impose materially adverse conditions on such transactions.

9.2 *Timing of Conditions Precedent.*

Except as otherwise provided herein, all actions required to be taken on the Effective Date shall take place and shall be deemed to have occurred simultaneously and no such action shall be deemed to have occurred prior to the taking of any other such action.

9.3 *Waiver of Conditions Precedent.*

(a) Each of the conditions precedent to the occurrence of the Effective Date (other than Section 9.1(a) and 9.1(h)) may be waived in writing by the Debtors subject to the written consent of (i) the Plan Sponsor, and (ii) solely with respect to Section 9.1(p) and conditions precedent related to the Litigation Trust, the Creditors' Committee. If any such condition precedent is waived pursuant to this Section and the Effective Date occurs, each party agreeing to waive such condition precedent shall be estopped from withdrawing such waiver after the Effective Date or otherwise challenging the occurrence of the Effective Date on the basis that such condition was not satisfied. If this Plan is confirmed for fewer than all of the Debtors subject to Section 5.16 of this Plan, only the conditions applicable to the Debtor or Debtors for which this Plan is confirmed must be satisfied or waived for the Effective Date to occur.

(b) The stay of the Confirmation Order pursuant to Bankruptcy Rule 3020(e) shall be deemed waived by and upon the entry of the Confirmation Order, and the Confirmation Order shall take effect immediately upon its entry.

9.4 *Effect of Failure of a Condition.*

If the conditions listed in Section 9.1 are not satisfied or waived in accordance with Section 9.3 on or before the Outside Date (as defined in, and as may be extended pursuant to, the Plan Sponsor Agreement) or by such later date acceptable to the Plan Sponsor, this Plan shall be null and void in all respects and nothing contained in this Plan or the Disclosure Statement shall (i) constitute a waiver or release of any Claims by or against or any Interests in the Debtors, (ii) prejudice in any manner the rights of any Entity, or (iii) constitute an admission, acknowledgement, offer, or undertaking by the Debtors or any other Entity.

9.5 *Substantial Consummation.*

"Substantial Consummation" of the Plan, as defined in section 1101(2) of the Bankruptcy Code, with respect to any of the Debtors, shall be deemed to occur on the Effective Date with respect to such Debtor.

ARTICLE X. EFFECT OF CONFIRMATION.

10.1 *Binding Effect.*

Except as otherwise provided in section 1141(d)(3) of the Bankruptcy Code, and subject to the occurrence of the Effective Date, on and after the entry of the Confirmation Order, the provisions of this Plan shall bind every holder of a Claim against or Interest in any Debtor and inure to the benefit of and be binding on such holder's respective successors and assigns, regardless of whether the Claim or Interest of such holder is impaired under this Plan and whether such holder has voted to accept or reject this Plan.

10.2 *Vesting of Assets.*

Except as otherwise provided in this Plan, on and after the Effective Date, all Assets of the Estates, including all claims, rights, and Causes of Action and any property acquired by the Debtors or New Speedcast Parent under or in connection with this Plan, shall vest in each respective Reorganized Debtor free and clear of all Claims, Liens, charges, other encumbrances, and Interests, except as provided pursuant to the Plan, or the Confirmation Order. Subject to the terms of this Plan, on and after the Effective Date, the Reorganized Debtors may operate their businesses whether in or other than in the ordinary course of business, and may use, acquire, and dispose of property and prosecute, compromise, or settle any Claims (including any Administrative Expense Claims) and Causes of Action without supervision of or approval by the Bankruptcy Court and free and clear of any restrictions of the Bankruptcy Code or the Bankruptcy Rules other than restrictions expressly imposed by this Plan or the Confirmation Order. Without limiting the foregoing, the Reorganized Debtors may pay the charges that they incur on or after the Effective Date for professional fees, disbursements, expenses, or related support services without application to the Bankruptcy Court.

10.3 *Discharge of Claims Against and Interests in the Debtors.*

Upon the Effective Date and in consideration of the distributions to be made under this Plan, except as otherwise provided in this Plan or in the Confirmation Order, each holder (as well as any trustee or agent on behalf of such holder) of a Claim or Interest and any successor, assign, and affiliate of such holder shall be deemed to have forever waived, released, and discharged the Debtors, to the fullest extent permitted by section 1141 of the Bankruptcy Code, of and from any and all Claims, Interests, rights, and liabilities that arose prior to the Effective Date, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands or liabilities that arose before the Effective Date, any liability (including withdrawal liability) to the extent such Claims or Interests relate to services performed by employees of the Debtors before the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code. Except as otherwise provided in this Plan, upon the Effective Date, all such holders of Claims and Interests and their

successors, assigns, and affiliates shall be forever precluded and enjoined, pursuant to sections 105, 524, and 1141 of the Bankruptcy Code, from prosecuting or asserting any such discharged Claim against or terminated Interest in any Debtor or any Reorganized Debtor or any of their assets or properties.

10.4 *Term of Pre-Confirmation Injunctions and Stays.*

Unless otherwise provided in this Plan, all injunctions and stays arising under or entered during the Chapter 11 Cases, whether under sections 105 or 362 of the Bankruptcy Code or otherwise, and in existence on the date of entry of the Confirmation Order, shall remain in full force and effect until the later of the Effective Date and the date indicated in the order providing for such injunction or stay.

10.5 *Plan Injunction.*

(a) Except as otherwise provided in the Plan or in the Confirmation Order, from and after the Effective Date, pursuant to section 524(a) of the Bankruptcy Code, all Persons or Entities who have held, hold, or may hold Claims or Interests (whether proof of such Claims or Interests has been filed or not and whether or not such Persons or Entities vote in favor of, against or abstain from voting on the Plan or are presumed to have accepted or deemed to have rejected the Plan), and other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, and affiliates, that have been released, discharged, or are subject to exculpation, are, with respect to any such Claim or Interest, permanently enjoined after the entry of the Confirmation Order from: (i) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including any proceeding in a judicial, arbitral, administrative, or other forum) against or affecting, directly or indirectly, a Debtor, a Reorganized Debtor, a Released Party, or an Estate or the property of any of the foregoing, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons mentioned in this subsection (i) or any property of any such transferee or successor; (ii) enforcing, levying, attaching (including any prejudgment attachment), collecting, or otherwise recovering in any manner or by any means, whether directly or indirectly, any judgment, award, decree, or order against a Debtor, a Reorganized Debtor, a Released Party, or an Estate or its property, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons mentioned in this subsection (ii) or any property of any such transferee or successor; (iii) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against a Debtor, a Reorganized Debtor, a Released Party, or an Estate or any of its property, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons mentioned in this subsection (iii) or any property of any such transferee or successor; (iv) asserting any right of setoff, directly or indirectly, against any obligation due from asserting any right of setoff, directly or indirectly, against any obligation due from a Debtor, a Reorganized Debtor, a Released Party or an Estate or any of its property, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons mentioned in this subsection (iv) or any property of any such transferee or successor; (v) acting or proceeding in any manner, in any place whatsoever, that does

not conform to or comply with the provisions of the Plan to the full extent permitted by applicable law; and (vi) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of the Plan; provided, that nothing contained in the Plan shall preclude such Persons or Entities who have held, hold, or may hold Claims against, or Interests in, a Debtor, a Reorganized Debtor, a Released Party, or an Estate from exercising their rights and remedies, or obtaining benefits, pursuant to and consistent with the terms of the Plan.

(b) By accepting distributions pursuant to the Plan, each holder of an Allowed Claim or Allowed Interest shall be deemed to have affirmatively and specifically consented to be bound by the Plan, including the injunctions set forth in this Section 10.5 of the Plan.

(c) For the avoidance of doubt, the injunctions set forth in this Section 10.5 of the Plan prohibit the enforcement of the Syndicated Facility Agreement against any SFA Loan Party.

10.6 Releases.

(a) **RELEASES BY THE DEBTORS.** AS OF THE EFFECTIVE DATE, EXCEPT FOR THE RIGHTS AND REMEDIES THAT REMAIN IN EFFECT FROM AND AFTER THE EFFECTIVE DATE TO ENFORCE THE PLAN AND THE OBLIGATIONS CONTEMPLATED BY THE PLAN DOCUMENTS AND THE DOCUMENTS IN THE PLAN SUPPLEMENT, ON AND AFTER THE EFFECTIVE DATE, THE RELEASED PARTIES WILL BE DEEMED CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED, BY THE DEBTORS, THE REORGANIZED DEBTORS, AND THE ESTATES, IN EACH CASE ON BEHALF OF THEMSELVES AND THEIR RESPECTIVE SUCCESSORS, ASSIGNS, AND REPRESENTATIVES AND ANY AND ALL OTHER PERSONS THAT MAY PURPORT TO ASSERT ANY CAUSE OF ACTION DERIVATIVELY, BY OR THROUGH THE FOREGOING PERSONS, INCLUDING THE LITIGATION TRUST (IF ESTABLISHED), FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, SUITS, JUDGMENTS, DAMAGES, DEMANDS, DEBTS, RIGHTS, AND CAUSES OF ACTION, LOSSES, REMEDIES, OR LIABILITIES WHATSOEVER (INCLUDING ANY DERIVATIVE CLAIMS, ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, THE REORGANIZED DEBTORS, OR THE ESTATES), WHETHER LIQUIDATED OR UNLIQUIDATED, FIXED OR CONTINGENT, MATURED OR UNMATURED, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, ACCRUED OR UNACCRUED, EXISTING OR HEREINAFTER ARISING, WHETHER IN LAW OR EQUITY, WHETHER SOUNDING IN TORT OR CONTRACT, WHETHER ARISING UNDER FEDERAL OR STATE STATUTORY OR COMMON LAW, OR ANY OTHER APPLICABLE INTERNATIONAL, FOREIGN, OR DOMESTIC LAW, RULE, STATUTE, REGULATION, TREATY, RIGHT, DUTY, REQUIREMENTS OR OTHERWISE THAT THE DEBTORS, THE REORGANIZED DEBTORS, THE ESTATES, OR THEIR AFFILIATES WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR

COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST OR OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THE CHAPTER 11 CASES, THE RESTRUCTURING, THE DIP DOCUMENTS, THE SYNDICATED FACILITY AGREEMENT, ANY SFA LOAN DOCUMENT, AND ANY RELATED INSTRUMENT, AGREEMENT, OR DOCUMENT, THE PLAN SPONSOR AGREEMENT, THE EQUITY COMMITMENT AGREEMENT, THE DIRECT INVESTMENT, THE FORBEARANCE AGREEMENT, THE AMENDED ORGANIZATIONAL DOCUMENTS, THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS OR THE REORGANIZED DEBTORS, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN ANY DEBTOR AND ANY RELEASED PARTY, THE RESTRUCTURING OF CLAIMS AND INTERESTS BEFORE OR DURING THE CHAPTER 11 CASES, THE PLAN, THE DISCLOSURE STATEMENT, THE PLAN DOCUMENTS AND THE DOCUMENTS IN THE PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS, OR OTHER DOCUMENTS RELATING THERETO, AND THE NEGOTIATION, FORMULATION, PREPARATION OR CONSUMMATION OF ANY DOCUMENTS OR TRANSACTIONS IN CONNECTION WITH ANY OF THE FOREGOING, THE SOLICITATION OF VOTES WITH RESPECT TO THE PLAN, IN ALL CASES BASED UPON ANY ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASES SET FORTH ABOVE DO NOT RELEASE ANY OBLIGATIONS ARISING AFTER EFFECTIVE DATE OF ANY PARTY OR ENTITY UNDER THE PLAN, ANY RESTRUCTURING TRANSACTION, OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THOSE SET FORTH IN THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THE PLAN, INCLUDING THE ASSUMPTION OF THE INDEMNIFICATION PROVISIONS AS SET FORTH IN THE PLAN. FURTHERMORE, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, NOTHING IN THIS PROVISION SHALL, NOR SHALL IT BE DEEMED TO, RELEASE ANY RELEASED PARTY FROM ANY CLAIMS OR CAUSES OF ACTION THAT ARE FOUND, PURSUANT TO A FINAL ORDER, TO BE THE RESULT OF SUCH RELEASED PARTY'S GROSS NEGLIGENCE, ACTUAL FRAUD, OR WILLFUL MISCONDUCT.

ENTRY OF THE CONFIRMATION ORDER BY THE BANKRUPTCY COURT SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE RELEASES IN THIS SECTION 10.6(a) OF THE PLAN (the "DEBTOR RELEASES"), WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS UNDER THE PLAN, AND FURTHER, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE DEBTOR RELEASES ARE: (I) IN EXCHANGE FOR THE GOOD, VALUABLE AND ADEQUATE CONSIDERATION PROVIDED BY THE RELEASED PARTIES, (II) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE RELEASED CLAIMS RELEASED BY THE DEBTORS, THE REORGANIZED

DEBTORS AND THE ESTATES, (III) IN THE BEST INTERESTS OF THE DEBTORS, THE ESTATES AND ALL HOLDERS OF CLAIMS AND INTERESTS, (IV) FAIR, EQUITABLE AND REASONABLE, (V) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING, AND (VI) A BAR TO ANY OF THE DEBTORS, THE REORGANIZED DEBTORS, OR THE ESTATES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE DEBTOR RELEASE.

(b) NON-DEBTOR SFA LOAN PARTY RELEASE.

SOLELY TO THE EXTENT SET FORTH IN THE CONFIRMATION ORDER, ENTRY OF THE CONFIRMATION ORDER BY THE BANKRUPTCY COURT SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE RELEASES IN THIS SECTION 10.6(B) OF THE PLAN (THE "NON-DEBTOR SFA LOAN PARTY RELEASE"), WHICH INCLUDES, BY REFERENCE, EACH OF THE RELATED PROVISIONS AND DEFINITIONS UNDER THE PLAN, AND, FURTHERMORE, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE NON-DEBTOR SFA LOAN PARTY RELEASE IS (I) ESSENTIAL TO THE CONFIRMATION OF THE PLAN, (II) GIVEN IN EXCHANGE FOR THE GOOD, VALUABLE AND ADEQUATE CONSIDERATION PROVIDED BY THE NON-DEBTOR SFA LOAN PARTIES, INCLUDING ON ACCOUNT OF THEIR CONTRIBUTION TO THE DISTRIBUTIONS PROVIDED PURSUANT TO THIS PLAN, (III) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE NON-DEBTOR SFA LOAN PARTY RELEASE, (IV) IN THE BEST INTERESTS OF THE DEBTORS AND THEIR ESTATES, (V) FAIR, EQUITABLE AND REASONABLE, (VI) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING, AND/OR (VII) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE NON-DEBTOR SFA LOAN PARTY RELEASE.

NOTWITHSTANDING ANYTHING IN THIS PLAN, SOLICITATION PROCEDURES OR ANY BALLOT TO THE CONTRARY, SOLELY TO THE EXTENT SET FORTH IN THE CONFIRMATION ORDER, EACH NON-DEBTOR SFA LOAN PARTY WILL, ON ACCOUNT OF THEIR CONTRIBUTIONS UNDER THIS PLAN, BE DEEMED CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION WHATSOEVER, WHETHER LIQUIDATED OR UNLIQUIDATED, FIXED OR CONTINGENT, MATURED OR UNMATURED, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT, OR OTHERWISE BY STATUTE, VIOLATIONS OF FEDERAL OR STATE SECURITIES LAWS OR OTHERWISE, ARISING UNDER THE SYNDICATED FACILITY AGREEMENT, ANY SFA LOAN DOCUMENT AND ANY RELATED INSTRUMENT, AGREEMENT AND DOCUMENT.

(c) RELEASE OF LIENS. Except as otherwise specifically provided in the Plan, the Plan Documents, the DIP Documents, or in any contract, instrument, release,

or other agreement or document contemplated under or executed in connection with the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim, satisfaction in full of the secured portion of such Claim, including the Syndicated Facility Secured Claim, that is Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates and the SFA Loan Parties (to the extent set forth in the Confirmation Order) shall be fully released and discharged, and all of the right, title, and interest of any holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Reorganized Debtors or the non-Debtor SFA Loan Parties, as applicable (or other owner of such property as the case may be), and their successors and assigns, in each case, without any further approval or order of the Bankruptcy Court and without any action or filing being required to be made by the Debtors or non-Debtor SFA Loan Parties, as applicable.

10.7 Releases by Holders of Claims and Interests

AS OF THE EFFECTIVE DATE, EXCEPT FOR THE RIGHTS AND REMEDIES THAT REMAIN IN EFFECT FROM AND AFTER THE EFFECTIVE DATE TO ENFORCE THE PLAN AND THE OBLIGATIONS CONTEMPLATED BY THE PLAN DOCUMENTS, AND THE DOCUMENTS IN THE PLAN SUPPLEMENT, ON AND AFTER THE EFFECTIVE DATE, THE RELEASED PARTIES WILL BE DEEMED CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED BY THE RELEASING PARTIES, FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION WHATSOEVER (INCLUDING ANY DERIVATIVE CLAIMS, ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, THE REORGANIZED DEBTORS, OR THEIR ESTATES), WHETHER LIQUIDATED OR UNLIQUIDATED, FIXED OR CONTINGENT, MATURED OR UNMATURED, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT, OR OTHERWISE BY STATUTE, VIOLATIONS OF FEDERAL OR STATE SECURITIES LAWS OR OTHERWISE, THAT SUCH HOLDERS OR THEIR ESTATES, AFFILIATES, HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, ASSIGNS, MANAGERS, ACCOUNTANTS, ATTORNEYS, REPRESENTATIVES, CONSULTANTS, AGENTS, AND ANY OTHER PERSONS CLAIMING UNDER OR THROUGH THEM WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST OR OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THE REORGANIZED DEBTORS, OR THEIR ESTATES, THE CHAPTER 11 CASES, THE RESTRUCTURING, THE DIP DOCUMENTS, THE SYNDICATED FACILITY AGREEMENT, ANY SFA LOAN DOCUMENT, AND ANY RELATED INSTRUMENT, AGREEMENT, OR DOCUMENT, THE EQUITY COMMITMENT AGREEMENT, THE DIRECT INVESTMENT, THE FORBEARANCE AGREEMENT, THE AMENDED ORGANIZATIONAL DOCUMENTS, THE PURCHASE, SALE, OR RESCISSION OF

THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS OR THE REORGANIZED DEBTORS, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS OR INTERACTIONS BETWEEN ANY DEBTOR AND ANY RELEASED PARTY, THE RESTRUCTURING, THE RESTRUCTURING OF ANY CLAIMS OR INTERESTS BEFORE OR DURING THE CHAPTER 11 CASES, THE PLAN, THE DISCLOSURE STATEMENT, THE PLAN SPONSOR AGREEMENT, THE PLAN DOCUMENTS AND THE DOCUMENTS IN THE PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS, OR OTHER DOCUMENTS RELATING THERETO, AND THE NEGOTIATION, FORMULATION, PREPARATION OR CONSUMMATION OF ANY DOCUMENTS OR TRANSACTIONS IN CONNECTION WITH ANY OF THE FOREGOING, OR THE SOLICITATION OF VOTES WITH RESPECT TO THE PLAN, IN ALL CASES BASED UPON ANY ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCES TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASES SET FORTH ABOVE DO NOT RELEASE ANY OBLIGATIONS ARISING AFTER EFFECTIVE DATE OF ANY PARTY OR ENTITY UNDER THE PLAN, ANY RESTRUCTURING TRANSACTION, OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THOSE SET FORTH IN THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THE PLAN, INCLUDING THE ASSUMPTION OF THE INDEMNIFICATION PROVISIONS AS SET FORTH IN THE PLAN.

ENTRY OF THE CONFIRMATION ORDER BY THE BANKRUPTCY COURT SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE RELEASES IN SECTION 10.7 OF THE PLAN (THE "THIRD-PARTY RELEASE"), WHICH INCLUDES, BY REFERENCE, EACH OF THE RELATED PROVISIONS AND DEFINITIONS UNDER THE PLAN, AND, FURTHERMORE, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE THIRD-PARTY RELEASE IS (I) CONSENSUAL, (II) ESSENTIAL TO THE CONFIRMATION OF THE PLAN, (III) GIVEN IN EXCHANGE FOR THE GOOD, VALUABLE AND ADEQUATE CONSIDERATION PROVIDED BY THE RELEASED PARTIES, (IV) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE THIRD-PARTY RELEASE, (V) IN THE BEST INTERESTS OF THE DEBTORS AND THEIR ESTATES, (VI) FAIR, EQUITABLE AND REASONABLE, (VII) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING, AND (VIII) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE THIRD-PARTY RELEASE.

10.8 *Exculpation.*

EFFECTIVE AS OF THE EFFECTIVE DATE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND WITHOUT AFFECTING OR LIMITING EITHER THE ESTATE RELEASE SET FORTH IN SECTION 10.6 HEREIN OR THE CONSENSUAL RELEASES BY HOLDERS OF CLAIMS SET FORTH IN

SECTION 10.7 HEREIN, AND NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, NO EXCULPATED PARTY WILL HAVE OR INCUR, AND EACH EXCULPATED PARTY WILL BE RELEASED AND EXCULPATED FROM, ANY CLAIM, OBLIGATION, SUIT, JUDGMENT, DAMAGE, DEMAND, DEBT, RIGHT, CAUSE OF ACTION, LOSS, REMEDY, AND LIABILITY FOR ANY CLAIM IN CONNECTION WITH OR ARISING OUT OF THE ADMINISTRATION OF THE CHAPTER 11 CASES; THE NEGOTIATION, PURSUIT, FORMULATION, PREPARATION OR CONSUMMATION OF THE DIP FACILITY, THE SYNDICATED FACILITY AGREEMENT, THE EQUITY COMMITMENT AGREEMENT, THE PLAN SPONSOR AGREEMENT, THE FORBEARANCE AGREEMENT, THE DIRECT INVESTMENT, THE MANAGEMENT INCENTIVE PLAN, THE AMENDED ORGANIZATIONAL DOCUMENTS, THE DISCLOSURE STATEMENT, THE RESTRUCTURING, THE PLAN AND THE PLAN DOCUMENTS (INCLUDING THE DOCUMENTS IN THE PLAN SUPPLEMENT), OR THE SOLICITATION OF VOTES FOR, OR CONFIRMATION OF, THE PLAN; THE FUNDING OR CONSUMMATION OF THE PLAN; THE OCCURRENCE OF THE EFFECTIVE DATE; THE ADMINISTRATION OF THE PLAN OR THE PROPERTY TO BE DISTRIBUTED UNDER THE PLAN; THE ISSUANCE OF SECURITIES UNDER OR IN CONNECTION WITH THE PLAN; THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS OR THE REORGANIZED DEBTORS; OR THE TRANSACTIONS IN FURTHERANCE OF ANY OF THE FOREGOING; OTHER THAN CLAIM, OBLIGATION, SUIT, JUDGMENT, DAMAGE, DEMAND, DEBT, RIGHT, CAUSE OF ACTION, LOSS, AND LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATED TO ANY ACT OR OMISSION OF AN EXCULPATED PARTY THAT CONSTITUTES INTENTIONAL FRAUD, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE AS DETERMINED BY A FINAL ORDER. THE EXCULPATED PARTIES HAVE ACTED IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE WITH REGARD TO THE SOLICITATION AND DISTRIBUTION OF SECURITIES PURSUANT TO THE PLAN AND, THEREFORE, ARE NOT, AND ON ACCOUNT OF SUCH DISTRIBUTIONS WILL NOT BE, LIABLE AT ANY TIME FOR THE VIOLATION OF ANY APPLICABLE LAW, RULE, OR REGULATION GOVERNING THE SOLICITATION OF ACCEPTANCES OR REJECTIONS OF THE PLAN OR SUCH DISTRIBUTIONS MADE PURSUANT TO THE PLAN, INCLUDING THE ISSUANCE OF SECURITIES THEREUNDER.

10.9 Injunction Related to Releases and Exculpation.

Except for the rights that remain in effect from and after the Effective Date to enforce this Plan and the Plan Documents, the Confirmation Order shall permanently enjoin the commencement or prosecution by any Entity, whether directly, derivatively, or otherwise, of any Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, losses, or liabilities released or exculpated pursuant to this Plan.

10.10 Subordinated Claims.

The allowance, classification, and treatment of all Allowed Claims and Allowed Interests and the respective distributions and treatments thereof under this Plan take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, sections 510(b), or 510(c) of the Bankruptcy Code, or otherwise. Pursuant to section 510 of the Bankruptcy Code, the Debtors and Reorganized Debtors, as applicable, reserve the right to reclassify any Allowed Claim or Allowed Interest in accordance with any contractual, legal, or equitable subordination relating thereto.

10.11 Retention of Causes of Action and Reservation of Rights.

Subject to Sections 10.6, 10.7, 10.8, and 10.9 of this Plan, nothing contained in this Plan or the Confirmation Order shall be deemed to be a waiver or relinquishment of any rights, claims, Causes of Action, rights of setoff or recoupment, or other legal or equitable defenses that the Debtors had immediately before the Effective Date on behalf of the Estates or of themselves in accordance with any provision of the Bankruptcy Code or any applicable nonbankruptcy law. Subject to Sections 10.6, 10.7, 10.8, and 10.9 of this Plan, and except as provided in any order entered by the Bankruptcy Court, the Reorganized Debtors shall have, retain, reserve, and be entitled to assert all such claims, Causes of Action, rights of setoff or recoupment, and other legal or equitable defenses as fully as if the Chapter 11 Cases had not been commenced, and all of the Debtors' legal and equitable rights in respect of any Unimpaired Claim may be asserted after the Effective Date to the same extent as if the Chapter 11 Cases had not been commenced.

10.12 Ipso Facto and Similar Provisions Ineffective.

Any term of any policy, contract, or other obligation applicable to a Debtor shall be void and of no further force or effect with respect to any Debtor to the extent that such term is conditioned on, creates an obligation of the Debtor as a result of, or gives rise to a right of any Entity based on any of the following: (i) the insolvency or financial condition of a Debtor; (ii) the commencement of the Chapter 11 Cases; (iii) the confirmation or consummation of this Plan, including any change of control that will occur as a result of such consummation; (iv) any change of control resulting from Restructuring Transactions; (v) the commencement of any Foreign Enforcement Action or similar proceeding; or (vi) the Restructuring.

ARTICLE XI. RETENTION OF JURISDICTION.

11.1 Retention of Jurisdiction.

Pursuant to sections 105(c) and 1142 of the Bankruptcy Code and notwithstanding entry of the Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, the Bankruptcy Court shall retain exclusive jurisdiction, pursuant to 28 U.S.C. §§ 1334 and 157, over all matters arising in or related to the Chapter 11 Cases, other than with respect to the Speedcast Parent Administration, the Deed of Company Arrangement,

the Speedcast Parent Liquidation, as applicable, or any matters subject to the jurisdiction of a voluntary foreign recognition, administration, or similar proceedings commenced to implement the terms of the Restructuring or this Plan, for, among other things, the following purposes:

(a) to hear and determine applications for the assumption or rejection of executory contracts or unexpired leases and any disputes over Cure Amounts resulting therefrom;

(b) to determine any motion, adversary proceeding, application, contested matter, and other litigated matter in the Chapter 11 Cases pending on or commenced after the entry of the Confirmation Order, including adjudication of the Litigation Trust Causes of Action;

(c) to hear and resolve any disputes arising from or related to (i) any orders of the Bankruptcy Court granting relief under Bankruptcy Rule 2004 or (ii) any protective orders entered by the Bankruptcy Court in connection with the foregoing;

(d) to ensure that distributions to holders of Allowed Claims are accomplished as provided in this Plan and the Confirmation Order;

(e) to consider Claims or the allowance, classification, priority, compromise, estimation, or payment of any Claim, including any Administrative Expense Claim;

(f) to enter, implement, or enforce such orders as may be appropriate in the event that the Confirmation Order is for any reason stayed, reversed, revoked, modified, or vacated;

(g) to issue and enforce injunctions and releases, enter and implement other orders, and take such other actions as may be necessary or appropriate to restrain interference by any Entity with the consummation, implementation, or enforcement of this Plan, the Confirmation Order, or any other order of the Bankruptcy Court;

(h) to hear and determine any application to modify this Plan in accordance with section 1127 of the Bankruptcy Code to remedy any defect or omission or reconcile any inconsistency in this Plan, the Disclosure Statement, or any order of the Bankruptcy Court, including the Confirmation Order, in such a manner as may be necessary to carry out the purposes and effects thereof;

(i) to hear and determine all Fee Claims and Restructuring Expenses;

(j) to resolve disputes concerning Disputed Claims and any retained amounts with respect to Disputed Claims or the administration thereof, including disagreement between the Reorganized Debtors and the Litigation Trustee regarding the allowance of certain Disputed Claims as provided for in section 7.2(c) or information requests from the Litigation Trustee to the Reorganized Debtors;

(k) to hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of this Plan, the Confirmation Order, any

transactions or payments in furtherance of either, or any agreement, instrument, or other document governing or related to any of the foregoing;

(l) to take any action and issue such orders, including any such action or orders as may be necessary after entry of the Confirmation Order or the occurrence of the Effective Date, as may be necessary to construe, enforce, implement, execute, and consummate this Plan, including any release, exculpation, or injunction provisions set forth in this Plan, or to maintain the integrity of this Plan following the occurrence of the Effective Date;

(m) to determine such other matters and for such other purposes as may be provided in the Confirmation Order;

(n) to hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

(o) to hear and determine any other matters related to the Chapter 11 Cases and not inconsistent with the Bankruptcy Code or title 28 of the United States Code;

(p) to resolve any disputes concerning whether an Entity had sufficient notice of the Chapter 11 Cases, the Disclosure Statement, any solicitation conducted in connection with the Chapter 11 Cases, any bar date established in the Chapter 11 Cases, or any deadline for responding or objecting to a Cure Amount, in each case, for the purpose for determining whether a Claim or Interest is discharged hereunder or for any other purpose;

(q) to recover all Assets of the Debtors and property of the Estates, wherever located;

(r) to enter a final decree closing each of the Chapter 11 Cases;

provided, that upon the execution of the New Organizational Documents and the Amended Organizational Documents, disputes with respect the New Organizational Documents and the Amended Organizational Documents that are not related to the Plan shall otherwise be governed by the jurisdictional, forum selection or dispute resolution clause contained in such document.

ARTICLE XII. MISCELLANEOUS PROVISIONS.

12.1 Amendments.

(a) Plan Modifications. Subject to the written consent of (x) the Plan Sponsor, (y) the Creditors' Committee (in the case of this clause (y), whose consent will not be unreasonably withheld) and (z) solely with respect to Sections 5.8 and 9.1(h) and the component definitions thereof, the Initial Plan Sponsor, this Plan may be amended, modified, or supplemented by the Debtors in the manner provided for by section 1127 of the Bankruptcy Code or as otherwise permitted by law, without additional disclosure pursuant to section 1125 of the Bankruptcy Code, except as otherwise ordered by the Bankruptcy Court. In addition, after the Confirmation Date, so long as such action does not materially and adversely affect the treatment of holders of Allowed Claims or Allowed Interests pursuant to this Plan, the Debtors may remedy any defect or omission or reconcile any inconsistencies in this Plan or the

Confirmation Order with respect to such matters as may be necessary to carry out the purposes or effects of this Plan, and any holder of a Claim or Interest that has accepted this Plan shall be deemed to have accepted this Plan as amended, modified, or supplemented.

(b) Certain Technical Amendments. Prior to the Effective Date, the Debtors may make appropriate technical adjustments and modifications to this Plan without further order or approval of the Bankruptcy Court; *provided*, that such technical adjustments and modifications do not adversely affect the Plan Sponsor or treatment of holders of Allowed Claims or Allowed Interests under this Plan and are reasonably acceptable to the Creditors' Committee.

12.2 *Revocation or Withdrawal of Plan.*

The Debtors, in consultation with the Creditors' Committee, reserve the right to revoke or withdraw this Plan prior to the Effective Date as to any or all of the Debtors. If, with respect to a Debtor, this Plan has been revoked or withdrawn prior to the Effective Date, or if confirmation or the occurrence of the Effective Date as to such Debtor does not occur on the Effective Date, then, with respect to such Debtor: (i) this Plan shall be null and void in all respects; (ii) any settlement or compromise embodied in this Plan (including the fixing or limiting to an amount any Claim or Interest or Class of Claims or Interests), assumption of executory contracts or unexpired leases affected by this Plan, and any document or agreement executed pursuant to this Plan shall be deemed null and void; and (iii) nothing contained in this Plan shall (a) constitute a waiver or release of any Claim by or against, or any Interest in, such Debtor or any other Entity; (b) prejudice in any manner the rights of such Debtor or any other Person or Entity; or (c) constitute an admission of any sort by any Debtor or any other Person or Entity.

12.3 *Dissolution of Creditors' Committee.*

Except to the extent provided herein, upon the Effective Date, the current and former members of the Creditors' Committee, and their respective officers, employees, counsel, advisors, and agents, shall be released and discharged of and from all further authority, duties, responsibilities, and obligations related to and arising from and in connection with the Chapter 11 Cases; *provided, however*, that following the Effective Date, the Creditors' Committee shall continue in existence and have standing and a right to be heard for the following limited purposes: (a) Claims and/or applications for compensation by Professional Persons; (b) any appeals of the Confirmation Order; (c) any appeals to which the Creditors' Committee is a named party; and (d) any adversary proceedings or contested matters as of the Effective Date to which the Creditors' Committee is a named party. Following the completion of the Creditors' Committee's remaining duties set forth above, the Creditors' Committee shall be dissolved, and the retention or employment of the Creditors' Committee's respective attorneys, accountants, and other agents shall terminate.

12.4 *Exemption from Certain Transfer Taxes.*

Pursuant to section 1146 of the Bankruptcy Code, the issuance, transfer, or exchange of any security or other property hereunder, including, to the fullest extent permitted

by applicable law, all sale transactions consummated by the Debtors and approved by the Bankruptcy Court on and after the Confirmation Date through and including the Effective Date, including any transfers effectuated under this Plan, and any assumption, assignment, or sale by the Debtors of their interests in unexpired leases of nonresidential real property or executory contracts pursuant to section 365(a) of the Bankruptcy Code, shall constitute a “transfer under a plan” within the purview of section 1146 of the Bankruptcy Code and shall not be subject to any stamp, real estate transfer, mortgage, mortgage recording, document recording, conveyance fee or other similar tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, sales tax, use tax or other similar tax or government assessment.

12.5 *Payment of Statutory Fees.*

All fees payable under section 1930 of chapter 123 of title 28 of the United States Code shall be paid on the Effective Date, or as soon as practicable thereafter, by the Debtors or Reorganized Debtors; *provided*, that all fees payable pursuant to section 1930 of chapter 123 of title 28 of the United States Code prior to the Effective Date shall be paid by the Debtors. Quarterly fees owed to the U.S. Trustee shall be paid when due in accordance with applicable law and the Debtors and Reorganized Debtors shall continue to file reports to show the calculation of such fees for the Debtors’ Estates until the Chapter 11 Cases are closed under section 350 of the Bankruptcy Code. Each and every one of the Debtors shall remain obligated to pay quarterly fees to the U.S. Trustee until the earliest of that particular Debtor’s case is closed, dismissed, or converted to a case under Chapter 7 of the Bankruptcy Code; *provided* that, in the event Chapter 11 Cases are not closed under section 350 of the Bankruptcy Code solely due to the existence of the Litigation Trust, then the Litigation Trust shall be obligated, and the Litigation Trustee shall cause the Litigation Trust, to pay the quarterly fees to the U.S. Trustee.

12.6 *Severability.*

Subject to Section 12.2 of this Plan, if, prior to the entry of the Confirmation Order, any term or provision of this Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court, at the request of the Debtors with the reasonable consent of the Creditors’ Committee and the Plan Sponsor, shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation by the Bankruptcy Court, the remainder of the terms and provisions of this Plan shall remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of this Plan, as it may have been altered or interpreted in accordance with this Section, is valid and enforceable pursuant to its terms.

12.7 *Governing Law.*

Except to the extent that the Bankruptcy Code or other federal law is applicable or to the extent that a Plan Document provides otherwise, the rights, duties, and obligations arising under this Plan and the Plan Documents shall be governed by, and construed and enforced in

accordance with, the internal laws of the State of New York, without giving effect to the principles of conflict of laws thereof.

12.8 *Immediate Binding Effect.*

Notwithstanding Bankruptcy Rules 3020(e), 6004(h), 7062, or otherwise, upon the occurrence of the Effective Date, the terms of this Plan and the Plan Documents shall be immediately effective and enforceable and deemed binding upon and inure to the benefit of the Debtors, the Reorganized Debtors, the holders of Claims and Interests, the Released Parties, the Exculpated Parties, and each of their respective successors and assigns.

12.9 *Successors and Assigns.*

The rights, benefits, and obligations of any Entity named or referred to in this Plan shall be binding on and shall inure to the benefit of any heir, executor, administrator, successor, or permitted assign, if any, of each such Entity.

12.10 *Entire Agreement.*

On the Effective Date, this Plan, the Plan Supplement, and the Confirmation Order shall supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into this Plan.

12.11 *Computing Time.*

In computing any period of time prescribed or allowed by this Plan, unless otherwise set forth in this Plan or determined by the Bankruptcy Court, the provisions of Bankruptcy Rule 9006 shall apply.

12.12 *Exhibits to Plan.*

All exhibits, schedules, supplements, and appendices to this Plan (including the Plan Supplement) are incorporated into and are a part of this Plan as if set forth in full herein.

12.13 *Notices.*

All notices, requests, and demands to or upon the Debtors or Reorganized Debtors, as applicable, shall be in writing (including by email transmission) and, unless otherwise provided herein, shall be deemed to have been duly given or made only when actually delivered, addressed as follows:

(a) *If to the Debtors or Reorganized Debtors:*

SpeedCast International Limited
4400 S. Sam Houston Parkway East
Houston, Texas 77048
Attn: Dominic Gyngell (dominic.gyngell@speedcast.com)

– and –

Weil, Gotshal & Manges LLP
700 Louisiana Street, Suite 1700
Houston, Texas 77002
Telephone: (212) 310-8000
Attn: Alfredo R. Pérez (Alfredo.Perez@weil.com)
Brenda Funk (Brenda.Funk@weil.com)
Stephanie Morrison (Stephanie.Morrison@weil.com)

– and –

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Attn: Gary T. Holtzer (Gary.Holtzer@weil.com)
Kelly DiBlasi (Kelly.DiBlasi@weil.com)
David N. Griffiths (David.Griffiths@weil.com)

(b) If to the *Initial Plan Sponsor*:

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019
Attn: Richard G. Mason (RGMason@wlrk.com)
DongJu Song (DSong@wlrk.com)
John R. Sobolewski (JRSobolewski@wlrk.com)
Benjamin S. Arfa (BSArfa@wlrk.com)

– and –

Vinson & Elkins LLP
1001 Fannin Street, Suite 250
Houston, Texas 77002
Attn: Paul E. Heath (pheath@velaw.com)
Matthew W. Moran (mmoran@velaw.com)

(c) If to the *Creditors' Committee*:

Hogan Lovells LLP
390 Madison Avenue
New York, New York 10017
Telephone: (212) 918-3000
Attn: David P. Simonds (david.simonds@hoganlovells.com)
Ronald J. Silverman (ronald.silverman@hoganlovells.com)
John D. Beck (john.beck@hoganlovells.com)
Jennifer Y. Lee (jennifer.lee@hoganlovells.com)

– and –

Husch Blackwell LLP
60 Travis St., Suite 2350
Houston, Texas 77002
Telephone: (713) 525-6226
Attn: Randall A. Rios (randy.rios@huschblackwell.com)
Timothy A. Million (tim.million@huschblackwell.com)

After the occurrence of the Effective Date, the Reorganized Debtors have authority to send a notice to Entities that to continue to receive documents pursuant to Bankruptcy Rule 2002, such Entities must file a renewed request to receive documents pursuant to Bankruptcy Rule 2002. After the occurrence of the Effective Date, the Reorganized Debtors are authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities that have filed such renewed requests.

12.14 *Reservation of Rights.*

Except as otherwise provided herein, this Plan shall be of no force or effect unless the Bankruptcy Court enters the Confirmation Order. None of the filing of this Plan, any statement or provision of this Plan, or the taking of any action by the Debtors with respect to this Plan shall be or shall be deemed to be an admission or waiver of any rights of the Debtors with respect to any Claims or Interests prior to the Effective Date.

Dated: November 25, 2020
Houston, Texas

**CAPROCK COMMUNICATIONS (AUSTRALIA) PTY LTD
CAPROCK COMMUNICATIONS PTE. LTD
CAPROCK COMUNICAÇÕES DO BRASIL LTDA.
CAPROCK PARTICIPAÇÕES DO BRASIL LTDA.
CAPROCK UK LIMITED
CCI SERVICES CORP.
COSMOS HOLDINGS ACQUISITION CORP.
EVOLUTION COMMUNICATIONS GROUP LIMITED
GLOBECOMM EUROPE B.V.
GLOBECOMM NETWORK SERVICES CORPORATION
HCT ACQUISITION, LLC
HERMES DATACOMMUNICATIONS INTERNATIONAL
LIMITED
MARITIME COMMUNICATION SERVICES, INC.
NEWCOM INTERNATIONAL, INC.
OCEANIC BROADBAND SOLUTIONS PTY LTD
SATELLITE COMMUNICATIONS AUSTRALIA PTY LTD
SPACELINK SYSTEMS II, LLC
SPACELINK SYSTEMS, LLC
SPEEDCAST AMERICAS, INC.
SPEEDCAST AUSTRALIA PTY LIMITED
SPEEDCAST CANADA LIMITED
SPEEDCAST COMMUNICATIONS, INC.
SPEEDCAST CYPRUS LTD.
SPEEDCAST FRANCE SAS
SPEEDCAST GROUP HOLDINGS PTY LTD
SPEEDCAST LIMITED
SPEEDCAST MANAGED SERVICES PTY LIMITED
SPEEDCAST NETHERLANDS B.V.
SPEEDCAST NORWAY AS
SPEEDCAST SINGAPORE PTE. LTD.
SPEEDCAST UK HOLDINGS LIMITED
TELAURUS COMMUNICATIONS LLC**

By: /s/ Michael Healy
Name: Michael Healy
Title: Chief Restructuring Officer

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

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

**NOTICE OF FILING OF SOLICITATION VERSION OF
DISCLOSURE STATEMENT FOR AMENDED JOINT CHAPTER 11 PLAN OF
SPEEDCAST INTERNATIONAL LIMITED AND ITS DEBTOR AFFILIATES**

PLEASE TAKE NOTICE THAT:

1. On October 31, 2020, SpeedCast International Limited and its debtor affiliates, as debtors and debtors in possession (collectively, the “**Debtors**”), filed the *Amended Disclosure Statement for Joint Chapter 11 Plan of SpeedCast International Limited and its Debtor Affiliates* (Docket No. 893) (the “**Disclosure Statement**”). The *Amended Joint Chapter 11 Plan of SpeedCast International Limited and its Debtor Affiliates* is attached to the Disclosure Statement as Exhibit A (the “**Plan**”).

2. On November 2, 2020, after a hearing to consider the adequacy of the Disclosure Statement and seeking approval of the proposed procedures for the selection of a Plan sponsor (the “**Plan Sponsor Selection Procedures**”) and the procedures proposed by the Debtors for solicitation of votes to accept or reject the Plan (the “**Solicitation Procedures**”), the Bankruptcy Court for the Southern District of Texas (the “**Court**”) entered an order conditionally

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



approving the Disclosure Statement, authorizing performance under the Plan Sponsor Selection Procedures, approving the Solicitation Procedures, and approving the form of ballots (the “**Ballots**”) and notices (the “**Notices**”) (Docket No. 896) (the “**Conditional Disclosure Statement Order**”).

3. In accordance with Paragraph 58 of the Conditional Disclosure Statement Order, the Debtors have made final, non-substantive edits (consisting solely of correcting typographical and grammatical errors, making stylistic and formatting improvements, and adding updates of information as applicable) to the Disclosure Statement, the Plan, the Plan Sponsor Selection Procedures, the Ballots, and the Notices. The solicitation version of the Disclosure Statement is attached hereto as **Exhibit A**.

4. Copies of the Plan and the Disclosure Statement may be obtained free of charge by (i) visiting the website maintained by the Debtors’ voting agent, Kurtzman Carson Consultants LLC (the “**Voting Agent**”), at <http://www.kllc.net/speedcast>, or (ii) by contacting the Voting Agent at the following address, telephone number, or email address: SpeedCast International Ballot Processing, c/o KCC LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; 1-877-709-4758 (domestic toll free) or 1-424-236-72366 (international); speedcastinfo@kccllc.com. In addition, copies of the Plan, the Disclosure Statement, and other filings may be obtained at or viewed for a fee on the Court’s website, <http://www.txs.uscourts.gov>, by following the directions for accessing the ECF system on such website.

[Remainder of page intentionally left blank]

Dated: November 3, 2020
Houston, Texas

Respectfully submitted,

/s/ Alfredo R. Pérez
WEIL, GOTSHAL & MANGES LLP
Alfredo R. Pérez (15776275)
Brenda L. Funk (24012664)
Stephanie N. Morrison (admitted *pro hac vice*)
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-and-

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David.Griffiths@weil.com

-and-

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Email: Paul.Genender@weil.com
Amanda.PenningtonPrugh@weil.com
Jake.Rutherford@weil.com

*Attorneys for Debtors
and Debtors in Possession*

Certificate of Service

I hereby certify that on November 3, 2020, a true and correct copy of the foregoing document was served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Alfredo R. Pérez

Alfredo R. Pérez

Exhibit A

Disclosure Statement

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

In re: SPEEDCAST INTERNATIONAL LIMITED, et al., Debtors.¹	§ § § § § § § §	Chapter 11 Case No. 20-32243 (MI) (Jointly Administered)
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**DISCLOSURE STATEMENT FOR AMENDED JOINT CHAPTER 11 PLAN
OF SPEEDCAST INTERNATIONAL LIMITED AND ITS DEBTOR AFFILIATES**

WEIL, GOTSHAL & MANGES LLP

Alfredo R. Pérez
Brenda L. Funk
Stephanie N. Morrison
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Houston, Texas 77002
Telephone: (713) 546-5000
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Facsimile: (212) 310-8007

*Counsel for the Debtors
and Debtors in Possession*

Dated: November 3, 2020
Houston, Texas

¹

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

DISCLOSURE STATEMENT, DATED NOVEMBER 3, 2020

**Solicitation of Votes on the
Amended Joint Chapter 11 Plan of**

SPEEDCAST INTERNATIONAL LIMITED, *ET AL.*

THIS SOLICITATION OF VOTES (THE “SOLICITATION”) IS BEING CONDUCTED TO OBTAIN SUFFICIENT VOTES TO ACCEPT THE CHAPTER 11 PLAN OF SPEEDCAST INTERNATIONAL LIMITED AND ITS DEBTOR AFFILIATES IN THE ABOVE-CAPTIONED CHAPTER 11 CASES, ATTACHED HERETO AS EXHIBIT A (THE “PLAN”).

THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN IS 4:00 P.M. (PREVAILING CENTRAL TIME) ON DECEMBER 8, 2020 UNLESS EXTENDED BY THE DEBTORS (THE “VOTING DEADLINE”).

THE RECORD DATE FOR DETERMINING WHICH HOLDERS OF CLAIMS MAY VOTE ON THE PLAN IS OCTOBER 19, 2020 (THE “VOTING RECORD DATE”).²

RECOMMENDATION BY THE DEBTORS

The board of directors of SpeedCast International Limited and each of the governing bodies for each of its debtor affiliates have unanimously approved the transactions contemplated by the Plan. The Debtors believe the Plan is in the best interests of all stakeholders and recommend that all creditors whose votes are being solicited submit ballots to accept the Plan.

RECOMMENDATION BY THE CREDITORS’ COMMITTEE

The Creditor’s Committee supports the Plan and the Creditors’ Committee encourages all unsecured creditors to **VOTE TO ACCEPT** the Plan. The Creditors’ Committee has included a letter in the solicitation package detailing its recommendation that all unsecured creditors **VOTE TO ACCEPT** the Plan, a copy of which is attached hereto as **Exhibit I** (the “**Recommendation Letter**”).

HOLDERS OF CLAIMS OR INTERESTS SHOULD NOT CONSTRUE THE CONTENTS OF THE DISCLOSURE STATEMENT AS PROVIDING ANY LEGAL, BUSINESS, FINANCIAL, OR TAX ADVICE AND SHOULD CONSULT WITH THEIR OWN ADVISORS BEFORE CASTING A VOTE WITH RESPECT TO THE PLAN.

THE ISSUANCE OF THE NEW EQUITY INTERESTS ISSUED ON ACCOUNT OF THE DIRECT INVESTMENT PURSUANT TO THE PLAN SPONSOR AGREEMENT IS BEING MADE IN RELIANCE ON THE EXEMPTION FROM REGISTRATION SET

²

The Voting Record Date for governmental units (as defined in section 101(27) of the Bankruptcy Code) shall be October 20, 2020.

FORTH IN SECTION 4(a)(2) OF THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”) AND/OR REGULATION D THEREUNDER.

THE AVAILABILITY OF THE EXEMPTION UNDER SECTION 1145 OF THE BANKRUPTCY CODE OR ANY OTHER APPLICABLE SECURITIES LAWS WILL NOT BE A CONDITION TO THE OCCURRENCE OF THE EFFECTIVE DATE.

THE NEW EQUITY INTERESTS TO BE ISSUED HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION (THE “SEC”) OR BY ANY STATE SECURITIES COMMISSION OR SIMILAR PUBLIC, GOVERNMENTAL, OR REGULATORY AUTHORITY, AND NEITHER THE SEC NOR ANY SUCH AUTHORITY HAS PASSED UPON THE ACCURACY OR ADEQUACY OF THE INFORMATION CONTAINED IN THE DISCLOSURE STATEMENT OR UPON THE MERITS OF THE PLAN. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

CERTAIN STATEMENTS CONTAINED IN THE DISCLOSURE STATEMENT, INCLUDING STATEMENTS INCORPORATED BY REFERENCE, PROJECTED FINANCIAL INFORMATION (SUCH AS THAT REFERRED TO IN THE PRECEDING PARAGRAPH AND UNDER THE CAPTION “FINANCIAL PROJECTIONS” ELSEWHERE IN THIS DISCLOSURE STATEMENT) AND OTHER FORWARD-LOOKING STATEMENTS, ARE BASED ON ESTIMATES AND ASSUMPTIONS. THERE CAN BE NO ASSURANCE THAT SUCH STATEMENTS WILL BE REFLECTIVE OF ACTUAL OUTCOMES. FORWARD-LOOKING STATEMENTS SHOULD BE EVALUATED IN THE CONTEXT OF THE ESTIMATES, ASSUMPTIONS, UNCERTAINTIES, AND RISKS DESCRIBED HEREIN.

FURTHERMORE, READERS ARE CAUTIONED THAT ANY FORWARD-LOOKING STATEMENTS HEREIN, INCLUDING ANY PROJECTIONS, ARE SUBJECT TO A NUMBER OF ASSUMPTIONS, RISKS, AND UNCERTAINTIES, MANY OF WHICH ARE BEYOND THE CONTROL OF THE DEBTORS, INCLUDING THE IMPLEMENTATION OF THE PLAN. IMPORTANT ASSUMPTIONS AND OTHER IMPORTANT FACTORS THAT COULD CAUSE ACTUAL RESULTS TO DIFFER MATERIALLY INCLUDE, BUT ARE NOT LIMITED TO, THOSE FACTORS, RISKS AND UNCERTAINTIES DESCRIBED IN MORE DETAIL UNDER THE HEADING “CERTAIN RISK FACTORS TO BE CONSIDERED” BELOW, AS WELL AS THE VOLATILITY IN THE CURRENT MARKET IN LIGHT OF THE COVID-19 PANDEMIC AND ITS IMPACT ON THE DEBTORS’ BUSINESS VENTURES AND CUSTOMERS AND OTHER RISKS INHERENT IN THE DEBTORS’ BUSINESSES AND OTHER FACTORS LISTED IN THE DEBTORS’ PUBLIC ASIC (AS DEFINED BELOW) FILINGS. PARTIES ARE CAUTIONED THAT THE FORWARD-LOOKING STATEMENTS SPEAK AS OF THE DATE MADE, ARE BASED ON THE DEBTORS’ CURRENT BELIEFS, INTENTIONS, AND EXPECTATIONS, AND ARE NOT GUARANTEES OF FUTURE PERFORMANCE. ACTUAL RESULTS OR DEVELOPMENTS MAY DIFFER MATERIALLY FROM THE EXPECTATIONS EXPRESSED OR IMPLIED IN THE FORWARD-LOOKING STATEMENTS, AND THE DEBTORS UNDERTAKE NO OBLIGATION TO UPDATE ANY SUCH STATEMENTS.

THE DEBTORS AND REORGANIZED DEBTORS, AS APPLICABLE, DO NOT INTEND AND UNDERTAKE NO OBLIGATION TO UPDATE OR OTHERWISE REVISE ANY FORWARD-LOOKING STATEMENTS, INCLUDING ANY PROJECTIONS CONTAINED HEREIN, TO REFLECT EVENTS OR CIRCUMSTANCES EXISTING OR ARISING AFTER THE DATE HEREOF OR TO REFLECT THE OCCURRENCE OF UNANTICIPATED EVENTS OR OTHERWISE, UNLESS INSTRUCTED TO DO SO BY THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF TEXAS HAVING JURISDICTION OVER THE CHAPTER 11 CASES AND, TO THE EXTENT OF ANY REFERENCE MADE UNDER SECTION 157 OF TITLE 28 OF THE UNITED STATES CODE OR IF THE BANKRUPTCY COURT IS DETERMINED NOT TO HAVE AUTHORITY TO ENTER A FINAL ORDER ON AN ISSUE, THE UNIT OF SUCH DISTRICT COURT HAVING JURISDICTION OVER THE CHAPTER 11 CASES UNDER SECTION 151 OF TITLE 28 OF THE UNITED STATES CODE (THE “BANKRUPTCY COURT”).

NO INDEPENDENT AUDITOR OR ACCOUNTANT HAS REVIEWED OR APPROVED THE FINANCIAL PROJECTIONS OR THE LIQUIDATION ANALYSIS HEREIN.

THE DEBTORS HAVE NOT AUTHORIZED ANY PERSON TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, IN CONNECTION WITH THE PLAN OR THE DISCLOSURE STATEMENT.

THE STATEMENTS CONTAINED IN THE DISCLOSURE STATEMENT ARE MADE AS OF THE DATE HEREOF UNLESS OTHERWISE SPECIFIED. THE TERMS OF THE PLAN GOVERN IN THE EVENT OF ANY INCONSISTENCY WITH THE SUMMARIES IN THE DISCLOSURE STATEMENT.

THE INFORMATION IN THE DISCLOSURE STATEMENT IS BEING PROVIDED SOLELY FOR PURPOSES OF VOTING TO ACCEPT OR REJECT THE PLAN OR OBJECTING TO CONFIRMATION. NOTHING IN THE DISCLOSURE STATEMENT MAY BE USED BY ANY PARTY FOR ANY OTHER PURPOSE.

ALL EXHIBITS TO THE DISCLOSURE STATEMENT ARE INCORPORATED INTO AND ARE A PART OF THE DISCLOSURE STATEMENT AS IF SET FORTH IN FULL HEREIN.

PLEASE BE ADVISED THAT SECTIONS 10.5, 10.6, 10.7, 10.8, AND 10.9 OF THE PLAN CONTAIN RELEASE, EXCULPATION AND INJUNCTION PROVISIONS. YOU SHOULD REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MAY BE AFFECTED.

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I. INTRODUCTION

Overview of Restructuring

SpeedCast International Limited (“**Speedcast**”) and its debtor affiliates³ (each, a “**Debtor**,” and collectively, the “**Debtors**”) submit this disclosure statement (as may be amended, supplemented, or modified from time to time, the “**Disclosure Statement**”) in connection with the solicitation of votes on the *Amended Joint Chapter 11 Plan of SpeedCast International Limited and its Debtor Affiliates*, dated November 3, 2020, attached hereto as **Exhibit A**.

Pursuant to paragraph 37 of the Procedures for Complex Chapter 11 Cases in the Southern District of Texas (the “**Complex Case Procedures**”) and Rule 3016-2 of the Bankruptcy Local Rules for the United States Bankruptcy Court for the Southern District of Texas (the “**Local Rules**”), the Disclosure Statement and the Plan are being submitted as a single document and the terms and provisions of the Plan are hereby incorporated by reference and made a part hereof.

The purpose of the Disclosure Statement is to provide information of a kind, and in sufficient detail, to enable creditors of the Debtors that are entitled to vote on the Plan to make an informed decision on whether to vote to accept or reject the Plan. The Disclosure Statement contains, among other things, a summary of the Plan, certain statutory provisions, events that have occurred in the chapter 11 cases that commenced (the “**Chapter 11 Cases**”) on April 23, 2020 (the “**Petition Date**”), and certain documents related to the Plan.⁴

As described in more detail below, the Debtors faced certain financial difficulties prior to the Petition Date and commenced these Chapter 11 Cases to accomplish a successful restructuring of their business through a substantial deleveraging of their capital structure.

The Plan, Disclosure Statement, and related procedures are the result of extensive good faith negotiations among the Debtors and a number of their key economic stakeholders, and provide for settlement with and the support of the Creditors’ Committee. At the outset of these Chapter 11 Cases, the Debtors entered into a postpetition credit facility which required that the Debtors file an “Acceptable Plan,” approved by the majority of the lenders under such facility. However, following the Petition Date, the Debtors’ two principal lenders each acquired blocking positions over the terms of such Acceptable Plan, and could not agree to the terms of a chapter 11 plan of reorganization. During August and September 2020, the Debtors received multiple competing proposals for a restructuring transaction and additional postpetition financing from these two principal lenders. The situation precipitated the filing of an emergency motion requesting mediation by Black Diamond Capital Management, L.L.C. (“**Black Diamond**”). As described in more detail below, the Debtors, the Debtors’ two principal lenders, and the Creditors’ Committee

³ A complete list of the Debtors in these noticing chapter 11 cases may be obtained on the website of the Debtors’ claims agent at <http://www.kccllc.net/speedcast>. The Debtors’ service address for the purposes of these chapter 11 cases is 4400 S. Sam Houston Parkway East, Houston, Texas 77048.

⁴ Capitalized terms used in the Disclosure Statement, but not defined herein, have the meanings ascribed to them in the Plan. To the extent any inconsistencies exist between the Disclosure Statement and the Plan, the Plan will govern.

participated in non-binding mediation with Chief Judge David R. Jones on September 22, 2020. The mediation did not result in a fully consensual resolution.

These negotiations ultimately led the Debtors to file the DIP Refinancing Motion (as defined herein), which provided the Debtors with a commitment from certain affiliates of Centerbridge Partners, L.P. (“**Centerbridge**”) to provide a replacement DIP facility (the “**Replacement DIP Facility**”) to fund the Debtors’ chapter 11 process. The Replacement DIP Facility’s terms do not require the filing or consummation of a plan of reorganization or sale process acceptable to the DIP lenders thereunder. The Replacement DIP Facility was approved on October 5, 2020 (Docket No. 777).

On October 10, 2020, the Debtors entered into the Amended and Restated Equity Commitment Agreement (the “**ECA**”), attached hereto as **Exhibit C**, pursuant to which, among other things, Centerbridge and its affiliates committed to make a new-money equity investment for 100% of the equity interests in a newly formed parent entity of the Debtors and their non-Debtor affiliates for an aggregate amount of \$500 million.

The Debtors believe that the Plan maximizes the value of the Debtors’ estates and represents the best available transaction for all of the Debtors’ stakeholders. As detailed in the Recommendation Letter, the Creditors’ Committee also supports the Plan and encourages all unsecured creditors to vote to accept the Plan. However, as described more fully herein, in conjunction with the solicitation of votes on the Plan, the Debtors are simultaneously running the Plan Sponsor Selection Process to allow prospective plan sponsors to make a higher or better proposal (“**Alternative Plan Proposal**”). To the extent the Debtors determine, in consultation with the Creditors’ Committee, that an Alternative Plan Proposal is in the best interests of the estates and would result in a higher recovery to the Debtors’ stakeholders, they will make the appropriate disclosures to the Debtors’ stakeholders in advance of the Confirmation Hearing.

Overview of Plan

The Plan provides for a comprehensive restructuring of the Debtors’ balance sheet and corporate organizational structure and a significant investment of capital in the Debtors’ business. The transactions contemplated in the Plan will strengthen the Company by substantially reducing its debt and increasing its cash flow on a go-forward basis, and preserving approximately 900 jobs. Specifically, the proposed restructuring contemplates, among other things:

- a complete discharge of the Company’s debt under the Syndicated Facility Agreement in the amount of approximately \$633.9 million;
- a Plan Sponsor Selection Process that will run simultaneously with the solicitation of the Plan, with the goal of securing potentially higher recoveries for the Debtors’ creditors;
- a \$500 million equity investment provided by the Plan Sponsor in cash (or such greater amount as may be determined pursuant to the Plan Sponsor Selection Process);

- a \$150 million recovery to holders of Allowed Syndicated Facility Secured Claims in cash (or such greater recovery as may be determined pursuant to the Plan Sponsor Selection Process);
- a \$25 million recovery to holders of Unsecured Trade Claims in cash; and
- establishment of a Litigation Trust for the benefit of Other Unsecured Claims.

The Plan provides for the following treatment of claims and equity interests:

- ***Class 1: Other Priority Claims.*** The legal, equitable, and contractual rights of the holders of Allowed Other Priority Claims are unaltered by the Plan. Except to the extent that a holder of an Allowed Other Priority Claim agrees to different treatment in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Other Priority Claim, on the later of the Effective Date and the date that is ten (10) Business Days after the date such Other Priority Claims becomes an Allowed Claim, or, in each case, as soon as reasonably practicable thereafter, each holder of an Allowed Other Priority Claim shall receive, on account of such Allowed Claim, (i) Cash in an amount equal to the Allowed amount of such Claim, or (ii) other treatment consistent with the provisions of 1129 of the Bankruptcy Code; *provided*, that Allowed Other Priority Claims that arise in the ordinary course of the Debtors' business, shall be paid by the Debtors or the Reorganized Debtors, as applicable, in the ordinary course of business, consistent with past practice and in accordance with the terms and subject to the conditions of any orders or agreements governing, instruments evidencing, or other documents establishing, such liabilities without further actions by holders of such Other Priority Claims or further approval by the Bankruptcy Court.
- ***Class 2: Other Secured Claims.*** The legal, equitable, and contractual rights of the holders of Allowed Other Secured Claims are unaltered by the Plan. Except to the extent that a holder of an Allowed Other Secured Claim agrees to different treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Other Secured Claim, on the later of the Effective Date and the date on which such Other Secured Claim becomes an Allowed Claim, or, in each case, as soon thereafter as is reasonably practicable, each holder of an Allowed Other Secured Claim shall receive on account of such Allowed Claim, at the option of the applicable Reorganized Debtor(s): (i) Cash in an amount equal to the Allowed amount of such Claim, (ii) Reinstatement or such other treatment sufficient to render such holder's Allowed Other Secured Claim Unimpaired pursuant to section 1124 of the Bankruptcy Code, or (iii) such other recovery necessary to satisfy the provisions of section 1129 of the Bankruptcy Code.
- ***Class 3: Syndicated Facility Secured Claims.*** On the Effective Date, except to the extent that a holder of an Allowed Syndicated Facility Secured Claim agrees to different treatment in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Syndicated Facility Secured Claim under the Plan Sponsor Agreement, each holder of an Allowed Syndicated Facility Secured Claim, which Claims are deemed Allowed in the aggregate amount equal to the Allowed SFA Secured Claim Amount, shall

receive, on account of such Allowed Syndicated Facility Secured Claim its Pro Rata share of the SFA Secured Claim Cash Pool in Cash.

- ***Class 4A: Unsecured Trade Claims.*** On the Effective Date, or as soon as reasonably practicable thereafter, except to the extent that a holder of an Allowed Unsecured Trade Claim agrees or has agreed to different treatment in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Unsecured Trade Claim, each holder of an Allowed Unsecured Trade Claim shall receive its Pro Rata share of the Trade Claim Cash Amount in Cash.
- ***Class 4B: Other Unsecured Claims.*** Each holder of an Allowed Other Unsecured Claim shall receive its Pro Rata share of the Litigation Trust Distributable Proceeds from the Litigation Trust as and when provided for in the Litigation Trust Agreement, subject to Section 5.20 of the Plan. For the avoidance of doubt, this Class 4B (Other Unsecured Claims) shall include the Syndicated Facility Deficiency Claim.
- ***Class 5: Intercompany Claims.*** All Intercompany Claims will be adjusted, continued, settled, reinstated, discharged, eliminated, or otherwise managed, in each case to the extent determined to be appropriate by the Debtors or Reorganized Debtors, as applicable, after consultation with the Plan Sponsor.
- ***Class 6: Subordinated Claims.*** Allowed Subordinated Claims are subordinated to Claims, as applicable, in (i) Class 4A and Class 4B or (ii) Class 7, pursuant to the Plan and section 510 of the Bankruptcy Code. The holders of Allowed Subordinated Claims shall not receive or retain any property under the Plan on account of such Allowed Subordinated Claims.
- ***Class 7: Parent Interests.*** On the Effective Date, all Parent Interests shall be deemed valueless, shall not receive or retain any property or distribution under the Plan and shall be discharged, cancelled, released, and extinguished.
- ***Class 8: Intercompany Interests.*** On the Effective Date, at the option of the Reorganized Debtors, in consultation with the Plan Sponsor, all Allowed Intercompany Interests shall either (i) remain unaffected by the Plan and continue in place or (ii) be cancelled (or otherwise eliminated) and holders of such cancelled Intercompany Interests shall not receive or retain any property under the Plan.

The Plan embodies a contribution of cash by the Plan Sponsor to ensure the Debtors' essential trade creditors' support of the Reorganized Debtors. The Plan also embodies a settlement with the Creditors' Committee that includes the establishment and funding of the Litigation Trust in connection with treatment of the Other Unsecured Claims, and the compromise and settlement of potential Causes of Action, including any and all of the Creditors' Committee's potential (a) objections or challenges to the amount, validity, perfection, enforceability, priority or extent of the Prepetition Loans or the Prepetition Secured Parties' Liens (as defined in the Final DIP Order) and (b) assertions or actions for preferences, fraudulent transfers or conveyances, other avoidance power claims or any other claims, counterclaims or causes of action, objections, contests or defenses against the Prepetition Secured Parties). Taking into account the current facts and

circumstances of these chapter 11 cases, the Creditors' Committee has determined that the agreements embodied in the Plan, including the foregoing, and the recoveries provided to the holders of Class 4A Claims and Class 4B Claims thereunder, represent a fair and reasonable resolution of the rights and interests of the Debtors' creditors. As such, the Creditors' Committee supports the Plan.

Pursuant to the Plan, in advance of the Effective Date, the Board of Directors of SpeedCast International Limited will make a determination as to the most effective way to implement the Plan for SpeedCast International Limited, consistent with their fiduciary duties, under Australian law, and which may be in the form of a recognition proceeding, an administration, receivership, liquidation, scheme of arrangement, or any such restructuring process or proceeding necessary to effect the Plan.

Equity Commitment Agreement

On October 10, 2020, the Debtors entered into the ECA, attached hereto as **Exhibit C**, pursuant to which, and subject to the terms, conditions, and limitations set forth therein, New Speedcast Parent, a successor entity acting as the parent of the Reorganized Debtors, will issue and the Commitment Parties (as defined in the ECA) will invest in New Equity Interests, on the Plan Effective Date, in such amount as is set forth in the ECA for an aggregate purchase price of \$500 million.

Settlement with Creditors' Committee

The Plan embodies a contribution of cash by the Plan Sponsor to ensure the Debtors' essential trade creditors support of the Reorganized Debtors. The Plan also embodies a settlement with the UCC that includes the establishment and funding of the Litigation Trust in connection with treatment of the Other Unsecured Claims, and the compromise and settlement of potential Causes of Action, including any and all of the UCC's potential (a) objections or challenges to the amount, validity, perfection, enforceability, priority or extent of the Prepetition Loans or the Prepetition Secured Parties' Liens (as defined in the Final DIP Order) and (b) assertions or actions for preferences, fraudulent transfers or conveyances, other avoidance power claims or any other claims, counterclaims or causes of action, objections, contests or defenses against the Prepetition Secured Parties). Taking into account the current facts and circumstances of these chapter 11 cases, the Committee has determined that the agreements embodied in the Plan, including the foregoing, and the recoveries provided to the holders of Class 4A Claims and Class 4B Claims thereunder, represent a fair and reasonable resolution of the rights and interests of the Debtors' creditors. As such, the Committee supports the Plan.

Inquiries

If you have any questions about the packet of materials you have received, please contact Kurtzman Carson Consultants LLC, the Debtors' voting agent (the "**Voting Agent**"), at 1-877-709-4758 (domestic toll-free) or 1-424-236-7236 (international) or via email at speedcastinfo@kccllc.com. Additional copies of the Disclosure Statement, the Plan, and the Plan Supplement (when filed) are or will be available upon written request made to the Voting Agent at the following address:

SpeedCast International Ballot Processing
c/o KCC LLC
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245

Copies of the Disclosure Statement, which includes the Plan and the Plan Supplement (when filed) are also available on the Voting Agent's website, <http://www.kcccl.net/speedcast>. PLEASE DO NOT DIRECT INQUIRIES TO THE BANKRUPTCY COURT.

WHERE TO FIND ADDITIONAL INFORMATION: The Company files annual reports with, and furnishes other information to, the Australian Securities and Investments Commission ("ASIC"). Copies of any document filed with ASIC may be obtained (i) by visiting the Financial Reports section of Speedcast's website, at <https://www.speedcast.com/investor-relations/financial-reports> or (ii) by searching against Speedcast's Australian Stock Exchange (the "ASX") ticker code of "SDA" on the ASX website at www.asx.com.au. Each of the following reports is incorporated as if fully set forth herein and is a part of the Disclosure Statement. Reports filed with ASIC on or after the date of the Disclosure Statement are also incorporated by reference herein.

- Appendix 4D and Financial Statements for the Half Year Ended 30 June 2019.
- Annual Report and Consolidated Financial Statements for the year ended 31 December 2018.

II. SUMMARY OF PLAN TREATMENT

Treatment of Claims and Interests

The following table summarizes: (i) the type of Claims and Interests under the Plan; (ii) which Classes are impaired by the Plan; and (iii) which Classes are entitled to vote on the Plan. The table is qualified in its entirety by reference to the full text of the Plan. A detailed discussion of the analysis underlying the estimated recoveries, including the assumptions underlying such analysis, is set forth in the Valuation Analysis, attached hereto as Exhibit F.

<u>Class</u>	<u>Type of Claim or Interest</u>	<u>Impairment and Entitlement to Vote</u>	<u>Estimated Allowed Amount and Approx. Percentage Recovery</u>
Class 1	Other Priority Claims	Unimpaired No (Deemed to accept)	Estimated Allowed Amount: N/A Estimated Percentage Recovery: N/A
Class 2	Other Secured Claims	Unimpaired No (Deemed to accept)	Estimated Allowed Amount: N/A Estimated Percentage Recovery: N/A

<u>Class</u>	<u>Type of Claim or Interest</u>	<u>Impairment and Entitlement to Vote</u>	<u>Estimated Allowed Amount and Approx. Percentage Recovery</u>
Class 3	Syndicated Facility Secured Claims	Unimpaired Yes ⁵	Estimated Allowed Amount: \$150 million Estimated Percentage Recovery: 100%
Class 4A ⁶	Unsecured Trade Claims	Impaired Yes	Estimated Allowed Amount: \$67 million - \$93 million Estimated Percentage Recovery: 27% -37%
Class 4B ⁶	Other Unsecured Claims ⁷	Impaired Yes	Estimated Allowed Amount: \$507 million - \$516 million ⁸ Estimated Percentage Recovery: ≥0%
Class 5	Intercompany Claims	Unimpaired No (Deemed to accept / reject)	Estimated Allowed Amount: TBD Estimated Percentage Recovery: 100%/0%

⁵ The Debtors are soliciting votes to accept or reject the Plan from holders of Syndicated Facility Secured Claims to the extent Class 3 is determined to be Impaired under the Plan by the Bankruptcy Court. The Debtors reserve all rights to the extent Class 3 is determined to be Impaired.

⁶ Estimated Allowed Unsecured Trade Claims and Other Unsecured Claims amounts are based on the Company's books and records and proofs of Claim compiled as of August 16, 2020. In connection with the Debtors' restructuring, the Debtors have sought to negotiate cure amounts with certain suppliers, vendors, and other significant contract counterparties in connection with the anticipated assumption or rejection of such parties' executory contracts under section 365 of the Bankruptcy Code. *See infra* pp. 23-24. Certain of these counterparties are expected to be classified as Class 4A Unsecured Trade Creditors. Any cure payments made by the Debtors on account of assumed or rejected executory contracts will reduce the Estimated Allowed Amount in Class 4A by a corresponding amount, and any remaining amounts owed on account of such assumed or rejected executory contracts may be subject to deficiency claims that will recover as Class 4A Unsecured Trade Claims. A party receiving a cure payment may receive a higher recovery than the Estimated Percentage Recovery.

⁷ Other Unsecured Claims include Syndicated Facility Deficiency Claims in an aggregate amount of approximately \$483 million.

⁸ For purposes of the Estimated Percentage Recovery in Class 4B, potential recoveries arising from Causes of Action transferred to the Litigation Trust, if any, have not been calculated by the Debtors. The Debtors cannot assure holders of Other Unsecured Claims that any recoveries will be realized from these Causes of Action.

<u>Class</u>	<u>Type of Claim or Interest</u>	<u>Impairment and Entitlement to Vote</u>	<u>Estimated Allowed Amount and Approx. Percentage Recovery</u>
Class 6	Subordinated Claims	Impaired No (Deemed to reject)	Estimated Allowed Amount: TBD Estimated Percentage Recovery: 0%
Class 7	Parent Interests	Impaired No (Deemed to reject)	Estimated Allowed Amount: TBD Estimated Percentage Recovery: 0%
Class 8	Intercompany Interests	Unimpaired / Impaired No (Deemed to accept / reject)	Estimated Allowed Amount: TBD Estimated Percentage Recovery: 100%/0%

Classification of Claims Under Class 4A

In preparing their go-forward business plan, the Debtors determined, in the exercise of their business judgment, that to maintain (and not harm) crucial business relationships, it was necessary that certain vendors, suppliers, and other contract counterparties who are essential to the Debtors' business continue to work with the Company on the same or better terms as currently in effect. In constructing the Plan and driven by their business needs, the Debtors decided to classify certain essential vendors, suppliers, and other contract counterparties in Class 4A. To determine which creditors to classify as holders of Unsecured Trade Claims, the Debtors considered factors including their ability to replace the supplier, vendor, or other significant contract counterparty and whether such supplier, vendor, or other significant contract counterparty was essential to maintaining the Debtors' go-forward business and operations. The Company's Chief Restructuring Officer, Michael Healy, and the Company's highly experienced senior management and supply chain teams worked closely with FTI to determine, in their business judgment, which suppliers, vendors, or other significant contract counterparties met the criteria for inclusion in Class 4A. Specifically, the process for selecting creditors who satisfied the criteria for Class 4A included first identifying key counterparties; then assessing claimants previously identified for a negotiated cure agreement in connection with the Company's general management review process (*see supra* at 23-24); and finally individually assessing the next 200 largest claimants—in addition to reviewing the list of all general unsecured claimants—to identify any additional suppliers, vendors, or other significant contract counterparties essential to the Debtors' business on a go-forward basis. A schedule of Unsecured Trade Creditors classified in Class 4A is attached hereto as **Exhibit J**.

Establishment and Funding of Litigation Trust

Pursuant to the Plan, the Debtors will establish a Litigation Trust to pursue Causes of Action transferred to the Litigation Trust and to distribute the proceeds of any recovery thereon to holders of Allowed Other Unsecured Claims. On the Effective Date, the Debtors will transfer to the

Litigation Trust: (i) cash in the amount of \$2,500,000; (ii) all Causes of Action by or on behalf of any Debtor or Debtor's Estate against (A) Non-Released Parties (and, if a Non-Released Party is a former director or officer of the Debtors, solely to the extent of available proceeds under the applicable D&O Policy), and (B) other persons to be mutually determined by the Debtors, the Plan Sponsor, and the Creditors' Committee, including Causes of Action, if any, arising under the Bankruptcy Code, state or other applicable or similar fraudulent transfer statutes, or claims arising under state or other applicable law based upon negligence, breach of fiduciary duty, lender liability, and/or other similar Causes of Action; and (iii) all Causes of Action of any Debtor, the Debtors' Estates, and the Reorganized Debtors arising under any D&O Policy, subject to limitations and certain exceptions set forth in the Plan; *provided*, that Litigation Trust Causes of Action shall not include (x) any Causes of Action against any Released Party that is released pursuant to the Plan and (y) Causes of Action against holders of Allowed Unsecured Trade Claims and any counterparty to an executory contract or unexpired lease under section 365(b)(1)(A) of the Bankruptcy Code that has been assumed by the Reorganized Debtors to the extent such counterparty is not otherwise a Non-Released Party. The Litigation Trust shall be governed by the Litigation Trust Agreement and administered by the Liquidation Trustee selected by the Creditors' Committee with the reasonable consent of the Debtors.

CACIB Claims

Credit Agricole Corporate and Investment Bank's ("CACIB") claim of \$800,000, referred to as the Priority Recovery Claim in the settlement agreement (Docket No. 680-1) (the "**CACIB Settlement Agreement**") between the Debtors and CACIB, is deemed Allowed, and was deemed Allowed pursuant to the *Order (I) Authorizing and Approving the Settlement by and among the Debtors, Credit Agricole Corporate and Investment Bank and Certain Lender Parties and (II) Granting Related Relief* (Docket No. 784) (the "**CACIB Settlement Order**"). On the Effective Date, CACIB shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for the Priority Recovery Amount, Cash in an amount of \$800,000.

III. **OVERVIEW OF DEBTORS' OPERATIONS**

Business Overview

The Debtors and their non-Debtor affiliates (the "**Non-Debtor Affiliates**" and together with the Debtors, the "**Company**") are an international remote communications and information technology ("**IT**") services provider focused on delivering communications solutions through a multi-access technology, multi-band, and multi-orbit network utilizing more than 80 satellites and interconnecting global terrestrial network, bolstered by extensive on-the-ground local support in more than 40 countries. The Company provides managed information services with differentiated technology offerings, including cybersecurity, crew welfare, content solutions, data and voice applications, Internet of Things ("**IoT**") solutions, and network systems integration services. The Company's primary customers are in the cruise, energy, government, and commercial maritime businesses. In 2019, the Company served more than 3,200 customers in over 140 countries across a wide range of industries.

The Company operates across four key business verticals: (i) Commercial Maritime and Cruise (the “**Maritime Business**”); (ii) Energy (the “**Energy Business**”); (iii) Enterprise & Emerging Markets (the “**EEM Business**”), and (iv) Government (the “**Government Business**”).

The Maritime Business. The Maritime Business provides remote and secure communications services primarily to yachting, commercial shipping, passenger vessel, fishing, and offshore vessel customers that require broadband connectivity and other services. The Company serves about 50% of ocean-going cruise ships globally, and the Company uses Very Small Aperture Terminal (“**VSAT**”), L-Band, and 4G/LTE networks to deliver communications across oceans and coastlines to its commercial shipping and cruise clients. VSAT is used by the Company’s yachting customers to secure high quality internet connections and multimedia content delivery. Commercial shipping vessels include cargo, tanker, bulk, container, and service ships. The main uses for VSAT communications solutions in relation to commercial shipping vessels include accessing corporate networks, crew communication, and ship operation, a function increasingly performed remotely. Passenger vessels are primarily cruise operators that require bandwidth services for the operation of the vessel and for crew and passenger connectivity. Fishing vessels are operators who are primarily engaged in the global fishing industry and require bandwidth services for the operation of their vessel, communications and crew welfare. Offshore vessels include offshore support vessels that perform support functions for offshore rigs including research and surveying, construction, logistics, and platform support and development.

The Energy Business. The Company’s Energy Business provides high-bandwidth remote communication services to all segments of the global energy industry, including companies involved in drilling and exploration, floating production storage, offloading, offshore service, general service, engineering, and construction. The Company provides the necessary expertise, infrastructure, and network capacity to their energy customers to keep vital applications running and crews connected to support operations and the safety of customers’ employees.

The Company holds a market leading position in the provision of satellite communication services to the oil and gas industry with a market share of 22%. The Company is the market leader in deepwater connectivity and is the global partner to the world’s largest oilfield services company. VSAT communication solutions are a critical part of the communications networks for energy customers, whose operations are often in remote areas beyond the reach of landline or cellular network connections.

The Company also provides mission-critical connectivity between an organization’s different operational sites and headquarters. The high speed networks are used for real-time transmission of data for geologists and engineers, production volume monitoring, oil storage levels, video surveillance and remote operation of vehicles and machinery, and monitoring of IoT devices installed at the sites. For energy customers undertaking exploration activities, the Company offers terrestrial mobility solutions, leveraging mobile antennas such as vehicle mounted antennas and fly-away antennas. Other technologies such as Long Term Evolution (“**LTE**”), medium earth orbit (“**MEO**”), and other high-performance networks are now widely used in energy. Further diversification in energy is occurring with systems integration, professional services, and managed subsea fiber connectivity.

The EEM Business. The Company's EEM Business serves a wide range of markets and customers across multiple sectors, including cellular and telecom customers, humanitarian organizations, and utilities, mining, and media companies across multiple markets in the Pacific and South East Asia regions, South America, and the Sub-Saharan region of Africa. These services allow these enterprises and organizations to function in remote areas with limited access to wireless communications. The Company deploys engineering teams to carry out physical network design, installation, maintenance, and integration of infrastructure in these remote areas. The Company also provides mobile communications solutions for humanitarian and disaster response teams that can be used in harsh environments at unexpected times.

The Company's services to cellular and telecom operators can be grouped into the following categories—trunking, backhaul, and services provided to telecom operators as part of a broader end-user solution. Services operated on behalf of telecom operators are satellite services that telecom operators provide to their customers. The Company also generates wholesale voice revenue from telecom customers; this service is on a wholesale basis, allowing telecom operators to bundle the service with other telecommunications services.

The Government Business. The Company's Government Business provides secure, reliable, high-value solutions to end users in remote locations in over 100 countries around the world. The Government Business's customers include (i) U.S. government agencies (approximately 35%), (ii) defense and prime contractors (approximately 50%), and (iii) international governments and inter-governmental organization (approximately 15%).

The Government Business unit includes the combined capabilities of the legacy UltiSat and Globecom government business entities. In support of its customers, the Government Business provides: (i) managed satellite and wireless network and information services; (ii) engineering and technical services incorporating complex systems integration projects and/or high-touch professional services; and (iii) manned and unmanned airborne beyond line-of-sight technology, connectivity, and intelligence/surveillance/reconnaissance solutions in support of government aircraft missions.

Satellite networks are utilized by this segment to provide connectivity between forward deployed units and their command centers as well as to provide aid recovery and humanitarian solutions after natural disasters or military conflict. The Government Business also supplies equipment and services to military organizations to establish communications networks used for troop personnel welfare, allowing military personnel to communicate with friends and family back home including access to education, training, and entertainment services.

The Company's Government Business unit is one of 12 companies qualified to sell commercial satellite communications solutions to the Defense Information Systems Agency. The acquisitions of UltiSat and Globecom have enabled the Company to deliver products and services to customers in the government sector that are more strictly regulated, including the U.S. military and intelligence agencies.

Debtors' Corporate History and Governance Structure

1. Corporate History

In September 1999, a group of investors, including Asia Satellite Telecommunications Holdings Limited (“**AsiaSat**”) founded the Company as a generalist satellite service provider offering primarily internet access services to the small–medium enterprise market. In 2007, the Company became a wholly owned subsidiary of AsiaSat.

In 2012, the Company was spun off from AsiaSat and, following a series of acquisitions of Australian and New Zealand satellite communications companies, reorganized as an Australian public company. In August 2014, the Company completed an initial public offering of 76.5 million shares (approximately 63.7% of outstanding shares at the time). On the same day, Speedcast's shares commenced trading on the ASX under the ticker symbol “SDA.”

Since 2012, the Company has pursued a targeted M&A strategy aimed at obtaining geographic and industrial diversification, economies of scale, and operational efficiencies. The Company has acquired 16 distinct business since 2012, including three major acquisitions which were completed between 2017 and 2019:

- (a) **Harris CapRock Acquisition.** On January 1, 2017, the Company acquired Harris CapRock, a leading provider of communications networks for remote and harsh environments, for \$425 million, funded, in part, by a fully underwritten syndicated debt facility of \$385 million (the “**Senior Secured Bank Loan**”). The Senior Secured Bank Loan and Accordion Facility (as defined herein) were subsequently refinanced via the proceeds of the Syndicated Facility Agreement (as defined herein).
- (b) **UltiSat Acquisition.** On November 1, 2017, the Company acquired UltiSat Inc. (“**UltiSat**”), a leading provider of remote communications and professional services to governments, international government organizations and NGOs, for \$100 million in cash, funded, in part, by a \$60 million accordion facility (the “**Accordion Facility**”).
- (c) **Globecomm Acquisition.** On December 14, 2018, the Company acquired Globecomm Systems Inc. (“**Globecomm**”), a leading provider of remote communications networks to both government and commercial clients, for \$135 million, funded with proceeds of the Incremental Term Loan (as defined herein).

2. Corporate and Governance Structure

The Company consists of more than 95 entities organized in numerous jurisdictions. Speedcast is publicly listed on the ASX. At the Company's request, Speedcast is currently suspended from quotation from the ASX (as discussed below). All the Debtors are direct or indirect subsidiaries of Speedcast. A copy of the Company's organization chart, showing both the Debtors and the Non-Debtor Affiliates, is annexed hereto as **Exhibit B**.

Speedcast's Board of Directors consists of four independent members:

<u>Name</u>	<u>Position</u>
Stephe Wilks	Independent Director / Chair
Grant Scott Ferguson	Independent Director
Michael Martin Malone	Independent Director
Peter Jackson	Independent Director

On August 27, 2019, following lower than expected half-year results for FY19, the Company announced the implementation of a board renewal process. As part of the process, the Company announced Stephe Wilks' appointment as Independent Director and Chairman of the Board of Directors and John Mackay's resignation from his position as Director and Chairman of the Board of Directors. On September 27, 2019, the Company further announced the appointments of Peter Shaper and Joe Spytek (who, as discussed below, no longer sit on the Board of Directors) as Executive Directors and Caroline van Scheltinga's retirement from the Board of Directors. Including Stephe Wilks, the Company currently has four Independent Directors. Independent Directors Peter Jackson, Grant Scott Ferguson, and Michael Martin Malone were appointed as Independent Directors in 2012, 2013, and 2014, respectively.

On August 23, 2020, Joe Spytek gave notice to the Company that he would be resigning as a member of the Board of Directors of the Company. On August 28, 2020, the Board of Directors accepted the resignation tendered by Joe Spytek as a member of the Board of Directors of the Company and on such date, his resignation was effective.

On August 24, 2020, Peter Shaper gave notice to the Company that he would be resigning as Chief Executive Officer of the Company. On August 28, 2020, the Board of Directors accepted the resignation tendered by Peter Shaper as Chief Executive Officer and member of the Board of Directors of the Company and on such date, his resignation was effective.

The Company has highly experienced managers for its operations. The Company's senior management team consists of the following individuals:

<u>Name</u>	<u>Position</u>
Joe Spytek	President / Chief Commercial Officer
Peter Myers	Chief Financial Officer
John Truschinger	Chief Administrative Officer
Dominic Gygell	General Counsel
Chris Hill	Chief Technology Officer

3. Proxy Board

As outlined above, on November 1, 2017, the Company acquired UltiSat and on December 14, 2018, the Company acquired Globecomm. UltiSat and Globecomm (collectively, the “**Proxy Companies**”), which together with their respective subsidiaries are Non-Debtor Affiliates, form the Company’s Government Business, are managed through that certain Proxy Agreement with Respect to Capital Stock of Ultisat, Inc., dated November 26, 2018, by and among Speedcast, Speedcast Group Holdings Pty Ltd., Speedcast Americas, Inc., UltiSat, and James David Bryan, Rand Hilton Fisher, and Paul Theodore Hengst (collectively, the “**Proxy Board**”), and the U.S. Department of Defense (the “**Proxy Agreement**”), as required by the U.S. National Industrial Security Program (“**NISP**”).

The Proxy Agreement is an instrument designed to mitigate the risk of foreign ownership, control, or influence over a U.S. entity that has security clearance under the NISP. The Proxy Agreement enables the Government Business to have access to classified information and to compete for, receive, and perform classified contracts with the U.S. Department of Defense. The Proxy Agreement conveys the Company’s voting rights to the Proxy Board and places certain restrictions on sharable information and interactions between the Government Business and the rest of the Company. The Proxy Board is comprised of three U.S. citizens cleared and approved by the U.S. Defense Counterintelligence and Security Agency (formerly, the Defense Security Services).

The Proxy Board ensures that the Government Business operates independently from the remainder of the Company. However, there is operational cooperation between the Government Business and the rest of the Company, with both parties providing services to the other through that certain Master Services Agreement for Cooperative Commercial Arrangements, dated June 30, 2018, by and between UltiSat and Speedcast Communications, Inc.

4. Special Restructuring Committee

In connection with the Company’s evaluation of strategic alternatives, the Board of Directors established the Special Restructuring Committee (as defined below) to, among other things, evaluate and negotiate the potential sale, restructuring, or other strategic transactions for the Company. This is discussed further in Section V (Formation of the Special Committee) below.

Equity Ownership

Speedcast is a public company and files annual reports with, and furnishes other information to, ASIC. Historically, Speedcast’s shares were listed on the ASX under the ticker symbol “SDA.” However, on February 3, 2020, following the Company’s announcement that its FY19 results would be 10% lower than expected by previous guidance, Speedcast requested that its shares be placed in a trading halt. On February 5, 2020, Speedcast further requested that the securities of Speedcast be suspended from quotation from the ASX until the release of official financial results for FY19. Further extension requests for suspension from the ASX were made in February and March 2020. As of January 31, 2020, the last date on which Speedcast’s common shares were trading on ASX, the share price of Speedcast closed at \$0.79 AUD per share.

Prepetition Indebtedness

As of the Petition Date, the Debtors had outstanding funded debt obligations in the aggregate principal amount of approximately \$689.1 million, consisting of approximately (i) \$97.6 million of borrowings under the Revolving Credit Facility (as defined herein) and (ii) \$591.4 million in Term Loans (as defined herein). In addition, as of the Petition Date, the Debtors had approximately \$10.6 million Prepetition Credit Facility Outstanding Letters of Credit (as defined herein).

1. Syndicated Facility Agreement

Certain of the Debtors are parties to that certain Syndicated Facility Agreement, dated as of May 15, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “**Syndicated Facility Agreement**” and the lenders thereunder, the “**Prepetition Lenders**”) by and among (i) Speedcast and certain of its subsidiaries, as borrowers, (ii) the lenders party thereto, (iii) the Issuing Banks (as defined in the Syndicated Facility Agreement), and (iv) Black Diamond Commercial Finance, L.L.C., as successor to Credit Suisse AG, Cayman Islands Branch, as administrative agent, collateral agent, and security trustee (the “**Prepetition Agent**”). Under the Syndicated Facility Agreement, the Debtors received: (a) a \$425 million senior secured credit facility with coupon of LIBOR plus 2.50% maturing on May 15, 2025 (the “**Initial Term Loans**”); and (b) a \$100 million senior secured revolving credit facility maturing on May 15, 2023 (the “**Revolving Credit Facility**”), including a \$30 million letter of credit sub-facility, under which \$10.6 million of letters of credit were outstanding as of the Petition Date (the “**Prepetition Credit Facility Outstanding Letters of Credit**”).

In October 2018, the Debtors received an additional \$175 million of term loans under the Syndicated Facility Agreement (the “**Incremental Term Loans**,” and together with the Initial Term Loans, the “**Term Loans**”) to fund the acquisition of Globecomm. The Incremental Term Loans share the same terms with the Initial Term Loans, which were collectively priced at LIBOR plus 2.75% under the incremental amendment.

Under the Syndicated Facility Agreement, if on the last day of any fiscal half-year period the aggregate revolving credit exposure equals or exceeds 35% of the total revolving commitments at such time, Speedcast may not permit the net leverage ratio (net debt to EBITDA) as of such date to be greater than (a) so long as certain specified events have not occurred, and with respect to any period through and including December 31, 2020, 4.50x; and (b) with respect to each subsequent period, 4.00x (the “**Net Leverage Covenant**”).

2. Hedging Agreements

On May 15, 2018, Speedcast and ING Bank N.V. (“**ING**”) entered into that certain ISDA 2002 Master Agreement (the “**ING ISDA Master Agreement**” and, together with the schedule thereto, confirmations thereunder and all other documentation executed in connection with any of the foregoing, the “**ING Swap Documents**”). On May 16, 2018, Speedcast and CACIB entered into that certain ISDA 2002 Master Agreement (“**CACIB ISDA Master Agreement**” and, together with the schedule thereto, confirmations thereunder and all other documentation executed in connection with any of the foregoing, the “**CACIB Swap Documents**”). Speedcast utilized the ING Swap Documents and the CACIB Swap Documents to hedge its exposure to interest rate

fluctuations under its Syndicated Facility Agreement. As of the Petition Date, the mark-to-market value of outstanding hedge obligations owed to ING was approximately \$11.1 million and the mark-to-market value of outstanding hedge obligations owed to CACIB was approximately \$23.8 million.

3. Asset Financing Arrangements

Certain of the Debtors are also parties or guarantors to asset financing arrangements with: (i) ST Engineering iDirect (Europe) CY NV (“**Newtec**”), a seller of hardware engaged in the business of designing, developing, and manufacturing equipment, software and technologies for satellite communication; and (ii) Thrane & Thrane A/S and Seal Tel Inc. (each d/b/a “**Cobham**”), manufacturers of satellite and radio communication terminals and earth stations for land, marine, and airborne applications, along with Australia and New Zealand Banking Group Limited (“**ANZ**”), for equipment used as part of the Debtors’ operations (together, the “**Financing Arrangements**”). As of the Petition Date, the Debtors had outstanding obligations under the Financing Arrangements in the amount of (a) \$10.8 million and (b) \$3.7 million, respectively.

Newtec Financing Arrangement. On November 22, 2019, Speedcast Limited and Speedcast entered into a financing agreement (the “**Newtec Agreement**”) with Newtec, pursuant to which Speedcast Limited agreed to purchase certain hardware and software for its satellite communication network, including modems (the “**Newtec Equipment**”) from Newtec on credit. Under the Newtec Agreement, Speedcast Limited agreed to pay Newtec \$15,024,650 (the “**Newtec Principal Amount**”) for the Newtec Equipment via a down payment in the amount of \$2,500,000 followed by twenty-three (23) monthly installment payments in the amount of \$544,550, beginning in February 2020. Pursuant to the terms of the Newtec Agreement, Newtec retains title to the Newtec Equipment until Speedcast Limited has made the twentieth (20th) payment. Speedcast guarantees Speedcast Limited’s obligations under the Newtec Agreement. The Newtec Agreement permits Speedcast Limited and certain affiliates, including some of the Debtors, to possess and use the Newtec Equipment, which the Debtors use to provide services to the majority of their material customers, during the financing period. As of the date of this Disclosure Statement, Speedcast Limited has outstanding obligations in the amount of approximately \$7.9 million under the Newtec Agreement.

Cobham Financing Arrangement. On November 1, 2017, Speedcast Limited entered into an Agreement of Re-Sale (the “**Cobham Resale Agreement**”) with Cobham, pursuant to which Speedcast Limited and its affiliates agreed to purchase certain equipment, including antennas (the “**Cobham Equipment**”), for resale to their customers. Under the Cobham Resale Agreement, Speedcast Limited agreed to make payments for the Cobham Equipment pursuant to separate individual purchase orders. Pursuant to the Cobham Resale Agreement, Cobham retains all title to the Cobham Equipment until Cobham has received in full all sums due to it in respect of the Cobham Equipment. SpeedCast International Limited guarantees Speedcast Limited’s obligations under the Cobham Resale Agreement.

On June 15, 2018, in connection with the Cobham Resale Agreement, Speedcast Limited entered into a Long Term Credit Agreement with Cobham (the “**Cobham Credit Agreement**”), pursuant to which Speedcast Limited and certain of its affiliates were permitted to purchase the Cobham Equipment on credit, with the initial credit limit under such arrangement totaling \$8,600,000.

The Cobham Credit Agreement provides that Cobham may transfer the BoEs (as defined herein) to ANZ or another bank of Cobham's choosing. On December 10, 2018, Speedcast entered into a Guarantee with ANZ, pursuant to which SpeedCast International Limited agreed to guarantee Speedcast Cyprus Ltd.'s ("**Speedcast Cyprus**") obligations under any applicable Bills of Exchange that ANZ may purchase from Cobham.

On June 20, 2019, the Cobham Credit Agreement was amended to (i) replace Speedcast Limited with Speedcast Cyprus, as the Speedcast contracting party and (ii) limit the credit available under the Cobham Credit Agreement to those purchase orders placed by Speedcast Cyprus. Under the Cobham Credit Agreement, Speedcast Cyprus and Cobham entered into two Bills of Exchange (the "**BoEs**"): (i) the first dated December 14, 2018 with total payments of \$8,600,000 and (ii) the second dated July 12, 2019 with total payments of \$5,545,220.96. The Cobham Credit Agreement permits Speedcast Cyprus to install the Cobham Equipment on customers' vessels and use the Cobham Equipment for provision of services while the amounts owed under the BoEs are outstanding.

Pursuant to a Bills of Exchange Purchase Agreement, by and between Cobham and ANZ, dated July 5, 2019, Cobham sold its interest, rights and obligations in the BoEs to ANZ. On July 5, 2019, in connection with the sale of the BoEs to ANZ, Speedcast Cyprus entered into a Fixed and Floating Charge Debenture with ANZ, pursuant to which Speedcast Cyprus granted ANZ a charge in the equipment Speedcast Cyprus purchased under the Cobham Credit Agreement. Further, on July 5, 2019, in connection with the sale of the BoEs to ANZ, Speedcast entered into a second Guarantee with ANZ, pursuant to which Speedcast agreed to guarantee Speedcast Cyprus's obligations under the BoE constituting the Tranche 1 Facility under the Bills of Exchange Purchase Agreement. As of the date of this Disclosure Statement, Speedcast Cyprus has outstanding obligations of approximately \$8.2 million owed to ANZ under the BoEs.

4. Other Claims

The Debtors have other claims against them that do not consist of long-term funded debt. In the ordinary course of their business, the Debtors incur trade debt with numerous vendors in connection with their operations. The Debtors have a number of unsecured prepetition obligations to certain of their vendors that do not benefit from non-bankruptcy lien rights or setoff rights.

On June 30, 2020, the Debtors filed their schedules of assets and liabilities (the "**Schedules**") and statements of financial affairs (the "**Statements**") detailing known claims against the Debtors. As of October 6, 2020, over 1,399 proofs of Claim had been filed against the Debtors asserting in the aggregate approximately \$1.2 billion Claims.

Prepetition Legal Proceedings

Certain Debtors are named as defendants from time to time in routine litigation proceedings. In management's view, claims made in connection with the legal proceedings will be allowed in an amount that is less than the claimed amount, and the outcome of these proceedings will not have a material adverse effect on the Debtors' financial position, results of operations, or cash flows. The Debtors, however, cannot predict with certainty the outcome or effect of pending or threatened litigation or legal proceedings, and the eventual outcome could materially differ from their current

estimates. Speedcast's Board of Directors is not aware of any current litigation, pending or threatened litigation or other legal proceedings, which may have a material and adverse effect on Speedcast.

Intercompany Claims

To manage each entity's individual cash or operational needs, the Company engages in intercompany transactions (the "**Intercompany Transactions**") through which cash is transferred from one entity to another or an invoice is paid on another's behalf and a payable owed by the receiving entity is documented. These Intercompany Transactions are recorded either through (i) an executed intercompany note or loan (the "**Intercompany Loans**") or (ii) accounting entries in the books for the applicable entities. The Company tracks all Intercompany Transactions in its accounting systems and is able to ascertain, trace, and account for all Intercompany Transactions. Intercompany Transactions are settled or repaid on an ongoing basis. To the extent that an entity incurs a payable in the course of any Intercompany Transactions, without settlement, an intercompany claim (an "**Intercompany Claim**") arises in favor of such entity.

The Debtors have not sought authority from the Bankruptcy Court to pay or settle amounts outstanding on account of any prepetition Intercompany Transactions during the pendency of the Chapter 11 Cases. Under the Plan, all intercompany agreements are deemed to be, and shall be treated as, executory contracts and on the Effective Date, shall be assumed and all Intercompany Claims may be adjusted, continued, settled, reinstated, discharged, eliminated, or otherwise managed in accordance with section 4.6 of the Plan

IV. KEY EVENTS LEADING TO COMMENCEMENT OF CHAPTER 11 CASES

Business Decline and COVID-19

Financial results for the Company in 2019 were lower than expected reflecting a number of factors including (i) compression in margins; (ii) higher than expected revenue declines in Speedcast's Globecom business compared to the initial investment case; (iii) cost-saving measures hampering the realization of integration scale benefits; and (iv) high debt levels and weak cash flows impacting supplier relationships and constraining improvement programs.

To address these weaker trading conditions, in early 2020 the Company decided that it would seek to raise equity and complete a management reorganization. These steps were to be undertaken with the aim of (i) making a one-time investment in transformation to properly integrate acquired businesses, improving information systems, delivering service efficiencies, and upgrading the Company's platform to unlock bandwidth savings; (ii) reducing supplier arrears, improving trade terms, and strengthening commercial relationships by moving to strategic partnerships; and (iii) deleveraging and improving liquidity.

By March 2020, it was evident that the sudden onset of the COVID-19 pandemic, volatile macro-economic conditions in the global energy market, and extreme volatility in global capital markets meant that the prospect of recapitalizing the company by way of an equity issue was no longer viable.

The significant impact on the prospects for the Company's Maritime Business and Energy Business along with the above mentioned headwinds that contributed to the lower than expected FY19 financial results, made clear that the Company would not be able to satisfy the Net Leverage Covenant under the Syndicated Facility Agreement.

In March 2020, the Company announced that, given the equity market conditions precluding a meaningful equity raise, it had retained Moelis (as defined herein) to advise on funding and recapitalization alternatives, including the potential sale or merger of the Company, select asset sales, and/or other financing options.

The Company subsequently considered a number of alternative paths to address its capital structure and liquidity needs, including conducting a multi-track strategic and financial alternative process with the assistance of the Company's professional advisors, which included execution of a forbearance agreement, a new secured debt financing, exploration of a sale of some or all of the Company's assets, and restructuring options. Given its global footprint, the Company spent a significant amount of time and resources analyzing restructuring alternatives in foreign jurisdictions, particularly in Australia. After considering these matters, Speedcast's Board of Directors commenced the Chapter 11 Cases to facilitate restructuring the Company, protect its operations and employees, and preserve value for its stakeholders.

Entry into a Forbearance Agreement

Starting in March 2020, Speedcast and its advisors actively engaged in discussions and negotiations regarding restructuring alternatives with an ad hoc group of syndicated lenders under the Syndicated Facility Agreement (the "**Ad Hoc Group**", as the composition thereof may change from time to time), represented by Davis Polk & Wardwell LLP and Greenhill & Co., LLC, and the Prepetition Agent, represented by Skadden, Arps, Slate, Meagher & Flom LLP and King & Wood Mallesons. To provide Speedcast with the necessary runway to consider its restructuring and liquidity options, on April 1, 2020, Speedcast executed a forbearance agreement with certain lenders under the Syndicated Facility Agreement (the "**Forbearance Agreement**"), whereby the Ad Hoc Group and the Prepetition Agent agreed to provide temporary forbearance of actions under the Syndicated Facility Agreement as a result of the potential breach of the Net Leverage Covenant, and other breaches including the non-payment of interest and amortization due on March 31, 2020. On April 17, 2020, to provide additional time for the Debtors' preparation for the Chapter 11 Cases and negotiations relating to the Original DIP Facility, the Ad Hoc Group and the Prepetition Agent agreed to extend the outside termination date of the Forbearance Agreement from April 17, 2020, 11:59 p.m. New York time to April 24, 2020, 11:59 p.m. New York time.

V.

OVERVIEW OF CHAPTER 11 CASES

Commencement of Chapter 11 Cases

On April 23, 2020, the Debtors commenced their Chapter 11 Cases. The Debtors continue managing their properties and operating their businesses as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

First Day Motions

On the Petition Date, the Debtors filed multiple motions seeking various relief from the Bankruptcy Court to enable the Debtors to facilitate a smooth transition into chapter 11 and minimize any disruptions to the Debtors' operations (the "**First Day Motions**"). The Bankruptcy Court granted substantially all of the relief requested in the First Day Motions and entered various orders authorizing the Debtors to, among other things:

- Obtain postpetition financing and use cash collateral (Docket Nos. 49, 239);
- Continue insurance programs (Docket Nos. 52, 212);
- Pay certain prepetition taxes and assessments (Docket Nos. 54, 212);
- Continue the use of the Debtors' exiting cash management system, bank accounts, and business forms (Docket Nos. 80, 235);
- Pay prepetition obligations to critical vendors, foreign creditors, lien claimants, and 503(b)(9) claimants (Docket Nos. 85, 213);
- Pay prepetition wages, salaries, employee benefits, and other compensation and maintain employee benefit programs and pay related obligations (Docket No. 115);
- Provide adequate assurance of payment to utility companies (Docket No. 116); and
- Restrict certain transfers of equity interests in, and claims against, the Debtors and claims of certain worthless stock deductions (Docket No. 133, 435).

Procedural Motions and Retention of Professionals

The Debtors also filed various motions regarding procedural issues that are common to Chapter 11 Cases of similar size and complexity as these Chapter 11 Cases. The Bankruptcy Court granted substantially all of the relief request in such motions and entered various orders authorizing the Debtors to, among other things:

- Joint administration of the Debtors' Chapter 11 Cases (Docket No. 18);
- File a consolidated creditor matrix and a consolidated list of 30 largest unsecured creditors and modify the requirement to file a list of equity security holders (Docket No. 55);
- Establish procedures for the interim compensation and reimbursement of expenses of professionals (Docket No. 328); and
- Employ professionals utilized by the Debtors in the ordinary course of business (Docket No. 356).

Additionally, the Debtors have filed several applications and obtained authority to retain various professionals to assist the Debtors in carrying out their duties under the Bankruptcy Code during the Chapter 11 Cases. These professionals include (i) FTI Consulting, Inc. (including designating Michael Healy to serve as Chief Restructuring Officer); (ii) Moelis Australia Advisory Pty Ltd and Moelis & Company LLC (collectively, “**Moelis**”); (iii) Weil, Gotshal & Manges LLP; (iv) McKool Smith, P.C.; (v) Kurtzman Carson Consultants LLC; (vi) KPMG LLP, and (vii) Herbert Smith Freehills LLP. The Bankruptcy Court entered orders authorizing the retention of such professionals at Docket Nos. 357, 446, 355, 426, 79, 438, and 329, respectively.

On July 6, 2020, the Bankruptcy Court entered an order approving the Creditors’ Committee’s employment and retention of Hogan Lovells US LLP (“**Hogan Lovells**”) as counsel to the Creditors’ Committee (Docket No. 461). On July 15, 2020, the Bankruptcy Court entered an order approving the Creditors’ Committee’s employment and retention of Husch Blackwell LLP (“**Husch Blackwell**”) as co-counsel and conflicts counsel to the Creditors’ Committee (Docket No. 497). On July 27, 2020, the Bankruptcy Court entered an order approving the Creditors’ Committee’s employment and retention of Berkeley Research Group, LLC (“**BRG**”) as financial advisor to the Creditors’ Committee (Docket No. 544).

DIP Facilities and Cash Collateral

1. The Original DIP Facility

As discussed above, the Company’s financial position was first frustrated by lower-than-expected profits and cash flow in 2019 and further compounded by the 2020 decline in revenues in the Company’s Energy Business and Maritime Business resulting from the putative OPEC price war and the worldwide decline in demand due to COVID-19.

To pay their ordinary course operating expenses, finance the Chapter 11 Cases, and stabilize their business, the Debtors filed on the Petition Date the *Emergency Motion of Debtors for Entry of Interim and Final Orders (I) Authorizing Debtors to (A) Obtain Postpetition Financing and (B) Use Cash Collateral, (II) Granting Liens and Providing Claims with Superpriority Administrative Expense Status, (III) Granting Adequate Protection to the Prepetition Secured Parties, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing and (VI) Granting Related Relief* (Docket No. 27) to obtain postposition financing (“**Original DIP Financing**”) pursuant to a senior secured superpriority and priming debtor-in-possession term loan credit facility (the “**Original DIP Facility**”) subject to the terms and conditions set forth in that certain Senior Secured Superpriority Debtor-in-Possession Term Loan Credit Agreement, dated as of April 24, 2020 (as amended, supplemented, or otherwise modified from time to time, the “**Original DIP Credit Agreement**”), by and among Speedcast, Speedcast Communications, Inc., the lenders party thereto (the “**Original DIP Lenders**”), and Black Diamond Commercial Finance, L.L.C., as successor to Credit Suisse AG, Cayman Islands Branch, as administrative agent, collateral agent, and security trustee, in an aggregate principal amount of \$180 million, consisting of (i) new money term loans in the aggregate principal amount of \$90 million and (ii) term loans in an aggregate principal amount of \$90 million issued in substitution and exchange for prepetition debt owed under the Syndicated Facility Agreement on a dollar-for-dollar basis pursuant to the terms and conditions of the Original DIP Credit Agreement. The Original DIP Facility was guaranteed by SpeedCast International Limited and certain of its direct and indirect subsidiaries, including each

of the Debtors and certain non-Debtors. In addition, the Debtors requested authority to, among other things, (a) grant first-priority, priming, and junior liens and superpriority administrative expense claims to the Original DIP Lenders as security for the Original DIP Financing, (b) use cash collateral (as such term is defined in Section 363(a) of the Bankruptcy Code, the “**Cash Collateral**”), and (c) grant adequate protection to the Prepetition Lenders to the extent of any diminution of value of their interests in their collateral.

Additionally, the Original DIP Order (as defined below) provides for a forbearance of the Prepetition Secured Parties (as defined therein) from exercising any rights or remedies with respect to any obligations under the Syndicated Facility Agreement against both Debtor and non-Debtor loan parties.

On May 20, 2020, the Bankruptcy Court entered the *Final Order (I) Authorizing Debtors to (A) Obtain Postpetition Financing and (B) Use Cash Collateral, (II) Granting Liens and Providing Claims with Superpriority Administrative Expense Status, (III) Granting Adequate Protection to the Prepetition Secured Parties, (IV) Modifying the Automatic Stay, and (V) Granting Related Relief* (Docket No. 239) (the “**Original DIP Order**”), granting the relief sought in the motion, subject to the terms and conditions set forth in the Original DIP Order and the definitive documents related thereto.

2. The DIP Refinancing Facility

Given the longer than expected duration of plan negotiations with the Debtors’ key stakeholders, in July 2020, the Debtors invited Black Diamond and Centerbridge to submit additional or replacement DIP financing proposals to ensure these Chapter 11 cases could continue to be financed beyond the Debtors’ existing liquidity window. These negotiations led to the Debtors filing of the *Emergency Motion of Debtors for Entry of Interim and Final Orders (I) Authorizing Debtors to (A) Refinance their Postpetition Financing Obligations and (B) Use Cash Collateral, (II) Amending the Interim and Final Orders, and (III) Granting Related Relief* (Docket Nos. 686, 688) (the “**DIP Refinancing Motion**”), seeking Bankruptcy Court approval of the proposal from Centerbridge to refinance the Original DIP Facility and provide additional liquidity.

On September 18, 2020, the Bankruptcy Court entered the *Interim Order (I) Authorizing Debtors to (A) Refinance Their Postpetition Financing Obligations and (B) Use Cash Collateral, (II) Amending the Interim and Final Orders, and (III) Granting Related Relief* (Docket No. 724) (the “**DIP Refinancing Interim Order**”), authorizing Speedcast Communications, Inc. to obtain postpetition refinancing pursuant to a senior secured superpriority debtor-in-possession term loan credit facility in an aggregate principal amount of up to \$285 million (the “**DIP Refinancing Facility**”), of which \$220 million was approved on an interim basis upon entry of the DIP Refinancing Interim Order. The DIP Refinancing Facility is governed by that certain Senior Secured Superpriority Debtor-in-Possession Term Loan Credit Agreement, dated as of September 30, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**DIP Refinancing Credit Agreement**”), by and among SpeedCast International Limited, as parent, Speedcast Communications, Inc., as borrower, the lenders party thereto from time to time, and Belward Holdings, LLC, an affiliate of Centerbridge, as administrative agent, collateral agent and security trustee. The DIP Refinancing Facility is guaranteed by the same entities that guaranteed the Original DIP Facility. On October 5, 2020, the Bankruptcy Court entered the *Final*

Order (I) Authorizing Debtors to (A) Refinance Their Postpetition Financing Obligations and (B) Use Cash Collateral, (II) Amending the Interim and Final Orders, and (III) Granting Related Relief (Docket No. 777), which approved the DIP Refinancing Facility on a final basis. As of the date hereof, the Debtors have borrowed \$220 million under the DIP Refinancing Facility.

Hedge Terminations

1. ING Master Agreement

Pursuant to the Original DIP Order, the Bankruptcy Court authorized the termination of the ING Swap Documents, subject to the consent of each of the Debtors and ING. On May 22, 2020, following the entry of the Original DIP Order on May 20, 2020, ING notified Speedcast, among other things, that (i) all outstanding transactions under the ING ISDA Master Agreement were terminated on May 21, 2020 pursuant to the Original DIP Order, and (ii) an early termination amount of approximately \$11.1 million was owed to ING by Speedcast. The Debtors do not dispute the early termination amount of approximately \$11.1 million set forth in the proof of Claim filed by ING on June 27, 2020 (Claim No. 21).

2. CACIB ISDA Master Agreement

On April 27, 2020, CACIB notified Speedcast that CACIB was designating April 27, 2020 as the early termination date in respect of all outstanding transactions under the CACIB ISDA Master Agreement, citing an “event of default” allegedly caused by the commencement of the Chapter 11 Cases. On April 29, 2020, CACIB further notified Speedcast that Speedcast owed CACIB an early termination amount of approximately \$23.8 million (the “**CACIB Early Termination Amount**”) as a result of the early termination of the outstanding transactions under the CACIB ISDA Master Agreement. On June 1, 2020, CACIB further informed Speedcast of approximately \$19,000 of interest owed on the CACIB Early Termination Amount as of (but excluding) May 25, 2020. On June 3, 2020, CACIB filed a Notice of Appeal as to the Original DIP Order (Docket No. 276), ultimately resulting in an appeal (the “**Appeal**”), in the United States District Court for the Southern District of Texas before the Honorable Lee H. Rosenthal. The Debtors and CACIB resolved the Appeal pursuant to the CACIB Settlement Agreement, under which CACIB would receive a claim in an aggregate amount of \$23,803,088, consisting of an \$800,000 claim that is senior to the DIP Refinancing Facility and a \$23,003,008 claim that will be treated ratably with claims arising out of the Syndicated Facility Agreement. On October 6, 2020, the Bankruptcy Court entered the CACIB Settlement Order.

Formation of the Special Committee

On March 31, 2020, the Board of Directors resolved to approve the formation of a Special Restructuring Committee, as a sub-committee of the Board of Directors to make recommendation to the Board of Directors in connection with the Company’s evaluation of strategic alternatives. The Special Restructuring Committee (the “**Special Restructuring Committee**”) was established to, among other things, evaluate and negotiate the potential sale, restructuring, or other strategic transactions for the Company and to recommend to the Board of Directors the approval of such potential sale, restructuring or other strategic transactions. On March 31, 2020, Stephe Wilks and Michael Malone were appointed by the Board of Directors to serve on the Special Restructuring

Committee. Stephe Wilks was appointed as the Chair of the Special Restructuring Committee. Effective April 23, 2020, Carol Flaton, Hooman Yazhari, David Mack, each of whom is a director of Speedcast Americas, Inc., a Debtor and a wholly-owned subsidiary of Speedcast, were appointed to serve on the Special Restructuring Committee.

Appointment of Creditors' Committee

On May 6, 2020, the United States Trustee for Region 7 (the “**U.S. Trustee**”) appointed an official committee of unsecured creditors (the “**Creditors' Committee**”) pursuant to section 1102 of the Bankruptcy Code to represent the interests of unsecured creditors in these Chapter 11 Cases (Docket No. 154). The members of the Creditors' Committee are: (i) Inmarsat Global Limited (“**Inmarsat**”); (ii) Thrane & Thrane A/S Cobham SATCOM; (iii) Asia Satellite Telecommunications Co. Ltd; (iv) Intellian; (v) Telesat Canada; and (vi) APT Satellite Company Limited. The Creditors' Committee has retained Hogan Lovells and Husch Blackwell as counsel and BRG as its financial advisor. On May 12, 2020 the U.S. Trustee filed a notice of reconstitution of the Creditors' Committee (Docket No. 178), removing Intelsat and adding Inmarsat as member of the Creditors' Committee. New Skies Satellites, B.V. resigned from the Creditors' Committee on October 1, 2020.

New Material Contract with Intelsat

Intelsat US LLC and certain of its affiliated entities (“**Intelsat**”) are material providers of bandwidth uplink and related services to the Debtors. In the weeks leading up to the Petition Date, the Debtors and Intelsat engaged in negotiations regarding past due balances owed by the Debtors and an agreement by Intelsat to continue providing services to the Debtors given the essential nature of Intelsat's services. During those negotiations, a brief service outage period occurred. On April 21, 2020, Intelsat and Speedcast Communications Inc. (“**SCI**”), a Debtor in these Chapter 11 Cases and the borrower under the Debtors' Original DIP Facility and DIP Refinancing Facility, entered into a letter agreement (the “**Interim Agreement**”), which provided, among other things, that Intelsat would provide broadband uplink and related services to the Debtors through June 30, 2020, in the same manner in which, and at the overall standards of quality and availability at which, such services were provided to the Debtors immediately prior to March 20, 2020 in exchange for (i) \$24 million to Intelsat, delivered into a segregated account with an account control agreement in favor of SCI, and the amount of which is secured by a valid and enforceable lien and security interest in such amount, and (ii) a \$44 million claim in these Chapter 11 Cases, which claim is treated as a prepetition, general unsecured claim (“**Intelsat Claim**”). The Bankruptcy Court approved the Interim Agreement on April 23, 2020. On May 14, 2020, Intelsat and certain of its affiliates filed voluntary petitions for relief under the Bankruptcy Code in the United States Bankruptcy Court for the Eastern District of Virginia (the “**Intelsat Court**”).

Shortly after the Petition Date, Intelsat and the Debtors began negotiations on the terms of Intelsat providing bandwidth services to the Debtors from June 30, 2020 onwards, culminating in the execution of a new contract with Intelsat (“**Intelsat Contract**”). The Intelsat Contract provides, among other terms, that (i) Intelsat will provide bandwidth capacity, teleport uplink, colocation, IP terrestrial connectivity, technical support, and other related services by Intelsat to the Debtors from July 1, 2020 until September 30, 2021, (ii) Intelsat will provide minimum bandwidth capacity and access to additional bandwidth capacity each calendar month subject to a bandwidth cap,

(iii) Intelsat will provide Speedcast with unlimited use of its “FlexMaritime” global networks which are not included in the bandwidth cap, (iv) Speedcast will make fixed payments each month to Intelsat as well as “true-up” payments for excess bandwidth usage, and (v) Intelsat and Speedcast will release each other, including in respect to the Intelsat Claim.

This Court and the Intelsat Court have authorized each party’s entry into the Intelsat Contract on July 27, 2020 and July 29, 2020 respectively.

nbn Sale Process

Speedcast designs, builds, and manages enterprise satellite services for nbn co limited (“**nbn**”) pursuant to a master equipment and services supply agreement (“**MESSA**”), entered into by nbn and Speedcast Managed Services Pty Ltd (“**SMS**”) in February 2018.

On September 16, 2020, after diligence and negotiation, nbn and the Debtors entered into a certain “Transition Agreement”, which documented the elements of a sale of certain assets of SMS to nbn (the “**nbn Transaction**”). Consideration for the SMS Assets and provision of services under the Transition Agreement included: (i) payment by nbn of the purchase price, (ii) assumption by nbn of certain SMS contracts (“**SMS Proposed Assumed Contracts**”) (iii) assumption of all future liabilities and entitlements in respect of each SMS employee who accept an offer of employment with nbn, (iv) payment by nbn for the provision by SMS of the transition services prior to completion under the Transition Agreement, and (v) payment by nbn in relation to the accrued managed services fees and milestone payments under the MESSA. The total monetary consideration to be paid to SMS by nbn upon completion is approximately \$12.7 million, subject to adjustment at completion.

On September 22, 2020, the Debtors filed a motion (“**nbn Motion**”) and proposed sale order with the Bankruptcy Court (Docket No. 739) requesting relief authorizing and approving: the (i) Transition Agreement, (ii) the nbn Transaction free and clear of all liens, claims, interests and encumbrances, (iii) the assumption of the SMS Proposed Assumed Contracts, and procedures related thereto, including the calculation of the amount necessary to cure any monetary defaults under the SMS Proposed Assumed Contracts, and (iv) granting related relief. On October 28, 2020, the Bankruptcy Court entered an order approving the nbn Motion (Docket No. 879).

General Vendor Management

Over the course of the past several months, Speedcast’s management and FTI Consulting, Inc. (“**FTI**”), Speedcast’s financial advisor, jointly conducted a thorough review of Speedcast’s international vendor base and major executory contracts. The review included a look at historic vendor performance, alternate options in the marketplace, and the vendors’ core competencies in alignment with Speedcast’s long-term business plan. Certain vendor contracts were selected for assumption, as they were deemed to be considered essential to Speedcast’s future and/or may cause considerable operational issues if otherwise terminated. In an effort to reduce Speedcast’s exit costs, Speedcast and FTI proactively reached out to dozens of contracted vendors starting in June 2020 to discuss the future of their relationship with Speedcast and address outstanding pre-petition trade debt. Working closely with these vendors, Speedcast and FTI expect to achieve a meaningful debt reduction across the selected vendor group. The reductions are expected to translate into

lower cure payments, to be achieved through establishing a mutual understanding that lower exit costs may increase the likelihood of a long-term trade relationship.

Exclusivity

Section 1121(b) of the Bankruptcy Code provides for a period of 120 days after the commencement of a chapter 11 case during which time a debtor has the exclusive right to file a plan of reorganization (the “**Exclusive Plan Period**”). In addition, section 1121(c)(3) of the Bankruptcy Code provides that if a debtor files a plan within the Exclusive Plan Period, it has a period of 180 days after commencement of the chapter 11 case to obtain acceptances of such plan (the “**Exclusive Solicitation Period**,” and together with the Exclusive Plan Period, the “**Exclusive Periods**”). Pursuant to section 1121(d) of the Bankruptcy Code, the Bankruptcy Court may, upon a showing of cause, extend the Exclusive Periods. On September 17, 2020, the Bankruptcy Court entered the *Order Pursuant to Section 1121(d) of the Bankruptcy Code Extending Exclusive Periods* (Docket No. 710), which extended the Exclusive Periods to October 20, 2020 and November 30, 2020, respectively. On October 20, 2020, the Debtors filed a motion seeking a further extension of the Exclusive Periods to January 11, 2021 and February 19, 2021, respectively (Docket No. 853). As of the date hereof, such motion remains subject to approval by the Bankruptcy Court.

Statements and Schedules, and Claims Bar Dates

On July 6, 2020, the Bankruptcy Court entered an order approving (i) August 6, 2020 as the deadline for all creditors or other parties in interest to file proofs of Claim (the “**Bar Date**”); and (ii) October 20, 2020 as the deadline for all governmental units to file a proof of Claim (Docket No. 463).

The Debtors provided notice of the Bar Date, and published notice of the Bar Date in the U.S. edition of *New York Times* and the international edition of *New York Times*. The Debtors additionally made a disclosure to the ASX, notifying equity holders of Speedcast of the Bar Date.

On June 30, 2020, the Debtors filed their Schedules and Statements, detailing known claims against the Debtors (Docket Nos. 359-391). Further, as of October 6, 2020, over 1,399 proofs of Claim had been filed against the Debtors asserting in the aggregate approximately \$1.2 billion. The Debtors have begun to review and analyze the filed Claims, and will reconcile objections to the filed Claims as appropriate. The Debtors currently are working on amendments and schedules to certain schedules of certain of the Debtor entities and will file those amendments as soon as possible.

Plan Milestones

Pursuant to the DIP Refinancing Credit Agreement, the Debtors and the DIP Lenders agreed to certain milestones related to a plan of reorganization or, alternatively, a sale of the Debtors’ assets (the “**Plan Milestones**”). The Plan Milestones provide that, among other things, the Debtors must file one or more plans of reorganization implementing a restructuring transaction (and/or bid procedures in connection with a sale of assets), and a disclosure statement in connection therewith, by no later than October 20, 2020.

Mediation

On September 7, 2020, Black Diamond filed Black Diamond Capital Management, L.L.C.’s Emergency Motion for Mediation or, in the Alternative, Appointment of an Examiner Pursuant to 11 U.S.C. § 1104(c) (Docket No. 666) (the “**Mediation Motion**”), requesting mediation with Chief Judge David R. Jones to resolve certain issues identified in the Mediation Motion related to Black Diamond’s proposals for a sale or plan transaction involving an acquisition of the Company.

The Debtors resolved all responses to the Mediation Motion and filed the *Certification of Counsel Regarding Agreed Mediation Order Appointing Judge David R. Jones as Mediator* (Docket No. 719), which included a form of order agreed on by the Debtors, Black Diamond, the Ad Hoc Group of Secured Lenders, Centerbridge, and the Creditors’ Committee. On September 18, 2020, the Bankruptcy Court entered the *Agreed Mediation Order Appointing David R. Jones as Mediator* (Docket No. 720), appointing Chief Judge Jones to mediate plan negotiations between the Debtors, Centerbridge, Black Diamond, the Ad Hoc Group, and the Creditors’ Committee. The mediation did not result in a fully consensual resolution.

Key Employee Retention Plan

On September 24, 2020, the Debtors filed the *Motion of Debtors for Entry of Order Approving and Authorizing Implementation of Non-Insider Key Employee Retention Plan* (Docket No. 752) requesting the Bankruptcy Court’s approval of a key employee retention plan (the “**KERP**”) with an aggregate maximum payout of approximately \$4 million. Subject to Bankruptcy Court approval, participants under the KERP will be entitled to receive awards tied to their continued employment in good standing with the Debtors through the Chapter 11 Cases. As of the date hereof, the KERP remains subject to Bankruptcy Court approval.

Key Employee Incentive Plan

On October 25, 2020, the Debtors filed the *Motion of Debtors for Entry of Order Approving and Authorizing Implementation of Key Employee Incentive Plan* (Docket No. 872) requesting the Bankruptcy Court’s approval of a key employee incentive plan (the “**KEIP**”). Subject to Bankruptcy Court approval, participants under the KEIP will be eligible to receive awards if they meet certain operational performance targets, measured and payable following up to four independent quarterly performance periods during the Chapter 11 Cases, with aggregate incentive payouts of \$4.5 million for threshold performance, \$6.1 million for target performance, and \$7.6 million for maximum performance (the “**Operational KEIP Awards**”). In addition, to account for the possibility of a sale involving substantially all of the Debtors’ assets or strategic transaction under the Plan Sponsor Selection Process, the KEIP is structured to toggle to provide incremental incentive awards of between approximately \$3.1 million for threshold performance, \$6.1 million for target performance, and \$12.2 million for maximum performance, depending on the transaction value of the sale or strategic transaction. Any incentive payouts earned based on a sale or strategic transaction will be reduced by an amount equal to the Operational KEIP Awards received by the KEIP participants. As of the date hereof, the KEIP remains subject to Bankruptcy Court approval.

Australian Process

Certain of the Debtors are incorporated under the laws of Australia and maintain assets and operations in that jurisdiction. As a result of the Debtors' assets and operations in Australia, following confirmation of the Plan, the Debtors may seek to implement the Plan in part, through a recognition proceeding, or an in-court or out-of-court restructuring process in Australia. Such restructuring process may include, but is not limited to, an administration, receivership, liquidation, scheme of arrangement, or any such restructuring process or proceeding necessary to effect the Plan.

VI. TRANSFER RESTRICTIONS AND CONSEQUENCES UNDER FEDERAL SECURITIES LAWS

The issuance of the New Equity Interests issued on account of the Direct Investment pursuant to the Plan Sponsor Agreement is being made in reliance on the exemption from registration set forth in section 4(a)(2) of the Securities Act and/or Regulation D thereunder (the “**4(a)(2) Securities**”) or, solely to the extent section 4(a)(2) of the Securities Act or Regulation D thereunder is not available, any other available exemption from registration under the Securities Act.

Section 4(a)(2) of the Securities Act provides that the issuance of securities by an issuer in transactions not involving a public offering are exempt from registration under the Securities Act. Regulation D is a non-exclusive safe harbor from registration promulgated by the SEC under section 4(a)(2) of the Securities Act.

The 4(a)(2) Securities will be “restricted securities” within the meaning of Rule 144 under the Securities Act, will bear customary legends and transfer restrictions, and may not be transferred except pursuant to an effective registration statement or under an available exemption from the registration requirements of the Securities Act and subject to the restrictions, if any, on transferability set forth in under the New Organizational Documents or any applicable stockholder agreement of New Speedcast Parent.

Rule 144 provides a limited safe harbor for the public resale of restricted securities if certain conditions are met. These conditions vary depending on whether the holder of the restricted securities is an “affiliate” of the issuer. Rule 144 defines an affiliate of the issuer as “a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such issuer.”

A non-affiliate of an issuer that is not subject to the reporting requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934 (the “**Exchange Act**”) and who has not been an affiliate of the issuer during the 90 days preceding such sale may resell restricted securities after a one-year holding period whether or not there is current public information regarding the issuer.

An affiliate of an issuer that is not subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act may resell restricted securities after the one-year holding period if at the time of the sale certain current public information regarding the issuer is available. An affiliate must also comply with the volume, manner of sale and notice requirements of Rule 144. First, the rule limits the number of restricted securities (plus any unrestricted securities) sold for the account of an

affiliate (and related persons) in any three-month period to the greater of 1% of the outstanding securities of the same class being sold or, if the class is listed on a stock exchange, the average weekly reported volume of trading in such securities during the four weeks preceding the filing of a notice of proposed sale on Form 144 or if no notice is required, the date of receipt of the order to execute the transaction by the broker or the date of execution of the transaction directly with a market maker. Second, the manner of sale requirement provides that the restricted securities must be sold in a broker's transaction, directly with a market maker or in a riskless principal transaction (as defined in Rule 144). Third, if the amount of securities sold under Rule 144 in any three month period exceeds 5,000 shares or has an aggregate sale price greater than \$50,000, an affiliate must file or cause to be filed with the SEC three copies of a notice of proposed sale on Form 144, and provide a copy to any exchange on which the securities are traded.

The Debtors believe that the Rule 144 exemption will not be available with respect to any 4(a)(2) Securities (whether held by non-affiliates or affiliates) until at least one year after the Effective Date. Accordingly, unless transferred pursuant to an effective registration statement or another available exemption from the registration requirements of the Securities Act, nonaffiliated holders of 4(a)(2) Securities will be required to hold their 4(a)(2) Securities for at least one year and, thereafter, to sell them only in accordance with the applicable requirements of Rule 144, pursuant to the filing of an effective registration statement or pursuant to another available exemption from the registration requirements of applicable securities laws, and subject to the restrictions, if any, on transferability set forth in under the New Organizational Documents or any applicable stockholder agreement of New Speedcast Parent.

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Legends. To the extent certificated or issued by way of direct registration on the records of the New Speedcast Parent's transfer agent, certificates evidencing the New Equity Interests held by holders of 10% or more of the outstanding New Equity Interests, or who are otherwise underwriters as defined in section 1145(b) of the Bankruptcy Code, and all 4(a)(2) Securities will bear a legend substantially in the form below:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE WERE ORIGINALLY ISSUED ON [DATE OF ISSUANCE], HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR UNDER ANY OTHER APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE SOLD, OFFERED FOR SALE, OR OTHERWISE TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR AN AVAILABLE EXEMPTION FROM REGISTRATION THEREUNDER."

The Debtors and Reorganized Debtors, as applicable, reserve the right to reasonably require certification, legal opinions or other evidence of compliance with Rule 144 as a condition to the removal of such legend or to any resale of the 4(a)(2) Securities. The Debtors and Reorganized Debtors, as applicable, also reserve the right to stop the transfer of any 4(a)(2) Securities if such transfer is not in compliance with Rule 144, pursuant to an effective registration statement or pursuant to another available exemption from the registration requirements of applicable securities laws. All persons who receive 4(a)(2) Securities will be required to acknowledge and agree that (a) they will not offer, sell or otherwise transfer any 4(a)(2) Securities except in accordance with

an exemption from registration, including under Rule 144 under the Securities Act, if and when available, or pursuant to an effective registration statement, and (b) the 4(a)(2) Securities will be subject to the other restrictions described above.

In any case, recipients of securities issued under or in connection with the Plan are advised to consult with their own legal advisors as to the availability of any such exemption from registration under state law in any given instance and as to any applicable requirements or conditions to such availability.

BECAUSE OF THE COMPLEX, SUBJECTIVE NATURE OF THE QUESTION OF WHETHER A PARTICULAR PERSON MAY BE AN UNDERWRITER OR AN AFFILIATE AND THE HIGHLY FACT-SPECIFIC NATURE OF THE AVAILABILITY OF EXEMPTIONS FROM REGISTRATION UNDER THE SECURITIES ACT, INCLUDING THE EXEMPTIONS AVAILABLE UNDER SECTION 1145 OF THE BANKRUPTCY CODE AND RULE 144 UNDER THE SECURITIES ACT, NONE OF THE DEBTORS MAKE ANY REPRESENTATION CONCERNING THE ABILITY OF ANY PERSON TO DISPOSE OF THE SECURITIES TO BE ISSUED UNDER OR OTHERWISE ACQUIRED PURSUANT TO THE PLAN. THE DEBTORS RECOMMEND THAT POTENTIAL RECIPIENTS OF THE SECURITIES TO BE ISSUED UNDER OR OTHERWISE ACQUIRED PURSUANT TO THE PLAN CONSULT THEIR OWN COUNSEL CONCERNING WHETHER THEY MAY FREELY TRADE SUCH SECURITIES AND THE CIRCUMSTANCES UNDER WHICH THEY MAY RESELL SUCH SECURITIES.

VII. CERTAIN FEDERAL INCOME TAX CONSEQUENCES OF PLAN

The following discussion summarizes certain U.S. federal income tax consequences of the implementation of the Plan to the Debtors and to holders of Unsecured Trade Claims and Other Unsecured Claims. This discussion does not address the U.S. federal income tax consequences with respect to Claims or Interests that are unimpaired or deemed to reject the Plan.

The discussion of U.S. federal income tax consequences below is based on the Internal Revenue Code of 1986, as amended (the “**Tax Code**”), U.S. Treasury regulations, judicial authorities, published positions of the Internal Revenue Service (“**IRS**”), and other applicable authorities, all as in effect on the date of this Disclosure Statement and all of which are subject to change or differing interpretations (possibly with retroactive effect). The U.S. federal income tax consequences of the contemplated transactions are complex and subject to significant uncertainties. The Debtors have not requested an opinion of counsel or a ruling from the IRS with respect to any of the tax aspects of the contemplated transactions, and the discussion below is not binding upon the IRS or any court. No assurance can be given that the IRS will not assert, or that a court will not sustain, a different position than any position discussed herein.

This summary does not address foreign, state, or local tax consequences of the contemplated transactions, nor does it purport to address the U.S. federal income tax consequences of the transactions to special classes of taxpayers (e.g., controlled foreign corporations, passive investment companies, small business investment companies, regulated investment companies, real estate investment trusts, banks and certain other financial institutions, insurance companies,

tax-exempt organizations, retirement plans, individual retirement and other tax-deferred accounts, holders that are, or hold their Claims through S corporations, partnerships or other pass-through entities for U.S. federal income tax purposes, holders of Claims who are themselves in bankruptcy, persons whose functional currency is not the U.S. dollar, dealers in securities or foreign currency, traders that mark-to-market their securities, persons subject to the alternative minimum tax or the “Medicare” tax on net investment income, persons whose Claims are part of a straddle, hedging, constructive sale, or conversion transaction, and persons who use the accrual method of accounting and report income on an “applicable financial statement”). In addition, this discussion does not address the Foreign Account Tax Compliance Act or U.S. federal taxes other than income taxes and does not apply to any person that acquires any Claims in the secondary market.

This discussion assumes that Unsecured Trade Claims and Other Unsecured Claims are held as “capital assets” (generally property held for investment) within the meaning of section 1221 of the Tax Code (unless otherwise indicated below) and the various debt and other arrangements to which the Debtors are a party will be respected for U.S. federal income tax purposes in accordance with their respective forms. Any change to these assumptions could materially change the U.S. federal income tax consequences to the Debtors and holders of Claims described herein.

THE FOLLOWING SUMMARY OF CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT A SUBSTITUTE FOR CAREFUL TAX PLANNING AND ADVICE BASED UPON YOUR INDIVIDUAL CIRCUMSTANCES. ALL HOLDERS OF CLAIMS AND INTERESTS ARE URGED TO CONSULT THEIR TAX ADVISOR FOR THE U.S. FEDERAL, STATE, LOCAL AND OTHER TAX CONSEQUENCES APPLICABLE UNDER THE PLAN.

Consequences to the Debtors

For U.S. federal income tax purposes, Speedcast Americas, Inc., a Delaware corporation and the common parent of a U.S. tax consolidated group (“**Speedcast U.S. Tax Group**”) is required to file a U.S. federal income tax return. Speedcast Americas, Inc. and the Debtors that are members of the Speedcast U.S. Tax Group (or are disregarded entities of members of the Speedcast U.S. Tax Group) are collectively referred to as the “**U.S. Debtors**”.

(a) Limitation of NOL Carryforwards and Other Tax Attributes

Under the Tax Code, any net operating loss (“**NOL**”) carryforwards, disallowed interest expense carryforwards and certain other tax attributes, including tax credits (collectively, “**Pre-Change Losses**”) of a corporation (or consolidated group) may be subject to an annual limitation if the corporation (or consolidated group) undergoes an ownership change within the meaning of section 382 of the Tax Code.

In the event of an ownership change, the amount of the annual limitation to which a corporation (or consolidated group) that undergoes an ownership change will be subject is generally equal to the product of (A) the fair market value of the stock of the corporation (or common parent of the consolidated group) immediately before the ownership change (with certain adjustments) multiplied by (B) the “long-term tax-exempt rate” in effect for the month in which the ownership change occurs (e.g., 0.85% for ownership changes occurring in October 2020). This annual

limitation potentially may be increased in the event the corporation (or consolidated group) has an overall “built-in” gain in its assets at the time of the ownership change. For a corporation (or consolidated group) in bankruptcy that undergoes an ownership change pursuant to a confirmed bankruptcy plan, the fair market value of the stock of the corporation is generally determined immediately after (rather than before) the ownership change after giving effect to the discharge of creditors’ claims but subject to certain adjustments; in no event, however, can the stock value for this purpose exceed the pre-change gross value of the corporation’s assets. Any portion of the annual limitation that is not used in a given year may be carried forward, thereby adding to the annual limitation for the subsequent taxable year.

If a corporation (or consolidated group) does not continue its historic business or use a significant portion of its historic assets in a new business for at least two years after the ownership change, the annual limitation resulting from the ownership change is reduced to zero, thereby precluding any utilization of the corporation’s Pre-Change Losses (absent any increases due to the recognition of any built-in gains as of the time of the ownership change).

Under section 382(l)(5) of the Tax Code, an exception to the foregoing annual limitation rules generally applies where qualified creditors of a debtor corporation receive, in respect of their claims, at least fifty percent (50%) of the vote and value of the stock of the reorganized debtor (or a controlling corporation if also in bankruptcy) pursuant to a confirmed chapter 11 plan. The Debtors do not expect this exception to be of any benefit, even if otherwise applicable, and the Plan is not premised on such exception.

The implementation of the Plan is expected to result in an ownership change of the Speedcast U.S. Tax Group. The Speedcast U.S. Tax Group does not expect to have material Pre-Change Losses; however, following the Effective Date, any Pre-Change Losses of the Speedcast U.S. Tax Group may be subject to limitation under section 382 of the Tax Code. In addition, the Debtors do not expect that, as of the Effective Date, the Speedcast U.S. Tax Group will have a net unrealized built-in loss in its assets (meaning that a portion of certain future deductions related to built-in losses in its assets would not generally be subject to limitation). Nevertheless, there is no assurance that the IRS would not take a contrary position.

(b) Cancellation of Debt

In general, absent an exception, a debtor will realize and recognize cancellation of debt (“**COD**”) income upon satisfaction of its outstanding indebtedness for total consideration less than the amount of such indebtedness. The amount of COD is generally the amount by which the “adjusted issue price” (within the meaning of applicable Treasury regulations) of the indebtedness discharged exceeds the value of any consideration given in exchange therefor. Certain statutory or judicial exceptions may apply to limit the amount of COD for U.S. federal income tax purposes. Under section 108 of the Tax Code, any COD realized by a debtor is excluded from gross income if the debtor is under the jurisdiction of a court in a case under chapter 11 of the Bankruptcy Code and the discharge of debt occurs pursuant to that proceeding.

As a consequence of such exclusion, a debtor in a bankruptcy case generally must reduce certain of its tax attributes—such as NOLs, capital loss carryforwards, tax credits, and tax basis in assets—by the amount of COD that is excluded from gross income. Although not free from doubt, it is

expected that interest expense disallowed and carried over under section 163(j) would not be a tax attribute subject to such reduction. In applying this attribute reduction rule to the tax basis in assets, the tax law limits the reduction in tax basis to the amount by which the tax basis exceeds the debtor's post-emergence liabilities (often referred to as the "liability floor"). If advantageous, the debtor can elect to reduce the basis of depreciable property prior to any reduction in its NOL carryforwards or other tax attributes. When the debtor joins in the filing of a consolidated U.S. federal income tax return, applicable Treasury regulations require, in certain circumstances, that the tax attributes of the consolidated subsidiaries of the debtor and other members of the group must also be reduced. Any reduction in tax attributes in respect of COD generally does not occur until after the determination of the debtor's net income or loss for the taxable year in which the COD is incurred.

In connection with the implementation of the Plan, the U.S. Debtors expect to realize COD for U.S. federal income tax purposes. The amount of COD and resulting reduction in tax attributes depends primarily upon the amount of cash and the fair market value of the New Equity Interests and other property, if any, distributed to holders of Claims pursuant to the Plan.

Consequences to U.S. Holders of Certain Claims

As used herein, the term "U.S. Holder" means a beneficial owner of an Allowed Unsecured Trade Claim or Allowed Other Unsecured Claim that is for U.S. federal income tax purposes:

- an individual who is a citizen or resident of the United States;
- a corporation, or other entity taxable as a corporation for U.S. federal income tax purposes, created or organized in or under the laws of the United States, any state thereof or the District of Columbia;
- an estate the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust, if (i) (A) a court within the United States is able to exercise primary jurisdiction over its administration and (B) one or more U.S. persons have authority to control all of its substantial decisions, or (ii) if the trust has a valid election in effect under applicable Treasury regulations to be treated as a U.S. person.

If a partnership or other entity or arrangement taxable as a partnership for U.S. federal income tax purposes holds Allowed Unsecured Trade Claims and Allowed Other Unsecured Claims, the U.S. federal income tax treatment of a partner in such partnership generally will depend upon the status of the partner and the activities of the partnership. If you are a partner in such a partnership holding any such Claims, you are urged to consult your tax advisor.

1. Treatment of Allowed Unsecured Trade Claims

Pursuant to the Plan, holders of Allowed Unsecured Trade Claims will receive the Trade Claim Cash Amount in full and final satisfaction of their Unsecured Trade Claims.

The receipt by a U.S. Holder of its Pro Rata share of the Trade Claim Cash Amount in exchange for its Allowed Unsecured Trade Claims is expected to be a fully taxable transaction. Accordingly, a U.S. Holder is expected to recognize gain or loss in an amount equal to the difference, if any, between (i) the amount of any cash received (other than to the extent received in respect of a Unsecured Trade Claim for accrued but unpaid interest and possibly accrued original issue discount (“OID”)), and (ii) the U.S. Holder’s adjusted tax basis in its Unsecured Trade Claims immediately prior to the exchange (other than any tax basis attributable to accrued but unpaid interest and possibly accrued OID). See Section VII.4. below – “Character of Gain or Loss.” A U.S. Holder is expected to have ordinary interest income to the extent of any consideration allocable to accrued but unpaid interest not previously included in income. See Section VII.3. below – “Distributions in Discharge of Accrued Interest or OID.”

2. Treatment of Allowed Other Unsecured Claims

(a) In General

Pursuant to the Plan, U.S. Holders of Allowed Other Unsecured Claims (including Syndicated Facility Deficiency Claims) will receive their Pro Rata share of the Litigation Trust Distributable Proceeds from the Litigation Trust (“**Litigation Trust Interests**”) in full and final satisfaction of their Other Unsecured Claims. For U.S. federal income tax purposes, a U.S. Holder of Syndicated Facility Deficiency Claims will be treated as exchanging the debt that gave rise to both such Syndicated Facility Deficiency Claims and such U.S. Holder’s Syndicated Facility Secured Claims in exchange for the total consideration received in respect of such Claims. See VII.B.2.b. – “Certain U.S. Holders of Syndicated Facility Deficiency Claims” for a discussion of certain U.S. federal income tax consequences to U.S. Holders of Syndicated Facility Deficiency Claims.

(b) The Litigation Trust

The Litigation Trust is intended to be treated as a “liquidating trust” within the meaning of Treasury regulation section 301.7701-4(d) for U.S. federal income tax purposes, which is not a separate taxable entity, but rather is treated for U.S. federal income tax purposes as a “grantor trust” (*i.e.*, a pass-through entity) with the holders of Litigation Trust Interests (*i.e.*, the holders of Allowed Other Unsecured Claims) as the grantors.

If any assets are allocable to a disputed claim reserve, the Litigation Trustee may elect to treat any disputed claim reserve as a “disputed ownership fund” governed by Treasury regulation section 1.468B-9. A disputed ownership fund is generally treated as a separate corporate entity for U.S. federal income tax purposes and is generally subject to tax on amounts it earns on a current basis.

The Debtors intend to treat the transfer of assets (other than any assets allocable to a disputed claim reserve) by the Debtors to the Litigation Trust as (i) a deemed transfer of such assets to holders of Allowed Other Unsecured Claims receiving Litigation Trust Interests in proportion to their interests in the Litigation Trust in full satisfaction of such holder’s Allowed Other Unsecured Claims, followed by (ii) the deemed transfer by such holders to the Litigation Trust of such assets in exchange for their Litigation Trust Interests.

(c) Receipt of Litigation Trust Interests

Except as described below in Section VII.2.d. – “Certain U.S. Holders of Syndicated Facility Deficiency Claims”, the deemed receipt by a U.S. Holder of the assets transferred to the Litigation Trust in exchange for such U.S. Holder’s Allowed Other Unsecured Claims is expected to be a fully taxable transaction to such U.S. Holder. Accordingly, a U.S. Holder of Allowed Unsecured Trade Claims will generally recognize gain or loss in an amount equal to the difference, if any, between (i) such U.S. Holder’s share of the fair market value of the assets deemed transferred (other than any portion deemed received in respect of such Other Unsecured Claims for accrued but unpaid interest and possibly accrued OID, if any), and (ii) the U.S. Holder’s adjusted tax basis in its Other Unsecured Claims immediately prior to the exchange (other than any tax basis attributable to accrued but unpaid interest and possibly accrued OID). *See* Section VII.4. below – “Character of Gain or Loss.” A U.S. Holder is expected to have ordinary interest income to the extent of any consideration allocable to accrued but unpaid interest not previously included in income. *See* Section VII.3. below – “Distributions in Discharge of Accrued Interest or OID.”

(d) Certain U.S. Holders of Syndicated Facility Deficiency Claims

As discussed above, for U.S. federal income tax purposes, a U.S. Holder of Syndicated Facility Deficiency Claims will be treated as exchanging the debt that gave rise to both such Syndicated Facility Deficiency Claims and such U.S. Holder’s Syndicated Facility Secured Claims in exchange for the total consideration received in respect of such Claims. Subject to the discussion below, such U.S. Holder will generally be subject to the same tax treatment discussed above with respect to the deemed receipt of assets transferred to the Litigation Trust in exchange for a U.S. Holder’s Allowed Other Unsecured Claims, except that the measure of the gain or loss recognized will equal the difference, if any, between (i) such U.S. Holder’s share of the fair market value of the assets deemed transferred and any cash and other consideration received by such U.S. Holder (other than any portion deemed received in respect of such Claims for accrued but unpaid interest and possibly OID, if any), and (ii) the U.S. Holder’s adjusted tax basis in its Other Unsecured Claims and Syndicated Facility Secured Claims immediately prior to the exchange (other than any tax basis attributable to accrued but unpaid interest and possibly accrued OID). *See* Section VII.4. below – “Character of Gain or Loss.”

In the event that any U.S. Holders of Allowed Syndicated Secured Claims receive or are deemed to receive New Equity Interests pursuant to the Plan, such U.S. Holders may be treated as exchanging their Syndicated Facility Secured Claims and their Syndicated Facility Deficiency Claims for New Equity Interests and other consideration (*e.g.*, Litigation Trust Interests) in a transaction qualifying as a “reorganization” within the meaning of section 368(a)(1) of the Tax Code (a “Reorganization”). In such case, a U.S. Holder of a Syndicated Facility Deficiency Claim that receives or is deemed to receive New Equity Interests generally will not recognize loss but will recognize gain (if any) with respect to its Allowed Syndicated Facility Secured Claims and Allowed Syndicated Facility Deficiency Claims to the extent of any consideration received other than New Equity Interests (*e.g.*, Litigation Trust Interests). In addition, such U.S. Holder would have ordinary interest income to the extent of any consideration allocable to accrued but unpaid interest or accrued OID not previously included in income. *See* Section VII.3. below – “Distributions in Discharge of Accrued Interest or OID.”

The determination of whether the transaction qualifies as a Reorganization is complex and dependent upon a number of factors, including, among other things, the amount or value of

Syndicated Facility Secured Claims exchanged or deemed exchanged for New Equity Interests and whether the Syndicated Facility Secured Claims and Syndicated Facility Deficiency Claims constitute “securities” for U.S. federal income tax purposes. U.S. Holders of Allowed Syndicated Facility Deficiency Claims are urged to consult their own tax advisor regarding the potential treatment of the exchange of their Claims as a Reorganization and the resulting U.S. federal income tax consequences of such exchange.

(e) Ownership of Litigation Trust Interest

Each U.S. Holder receiving a Litigation Trust Interest as part of the Plan should be treated as owning a proportionate undivided interest in each of the assets (other than the assets allocable to any disputed ownership fund) of the Litigation Trust to the extent of such U.S. Holder’s interest therein (such interest, a U.S. Holder’s “Litigation Trust Asset Interest”). Accordingly, each such U.S. Holder should be required to report on its U.S. federal income tax return its share of any income, gain, loss, deduction, or credit recognized or incurred by the Litigation Trust that is allocable to its Litigation Trust Asset Interest and should treat such items as derived from its Litigation Trust Asset Interest and not in satisfaction of the Allowed Other Unsecured Claim for which it received such share. The character of any such items to a beneficiary of the Litigation Trust and the ability of such beneficiary to benefit from any loss, deduction, or credit allocable to its Litigation Trust Asset Interest will depend on the particular circumstances of such beneficiary and the nature of the assets held by the Litigation Trust.

U.S. Holders are urged to consult their own tax advisors regarding the proper characterization of the Litigation Trust.

3. Distributions in Discharge of Accrued Interest or OID

In general, to the extent that any consideration received pursuant to the Plan by a U.S. Holder of a Claim is received in satisfaction of accrued interest during its holding period, such amount is expected to be taxable to the U.S. Holder as ordinary interest income (if not previously included in the U.S. Holder’s gross income). Conversely, a U.S. Holder generally recognizes a deductible loss to the extent any accrued interest claimed or accrued OID was previously included in its gross income and is not paid in full. However, the IRS has privately ruled that a holder of a “security” of a corporate issuer, in an otherwise tax-free exchange, could not claim a current loss with respect to any accrued unpaid OID. Accordingly, it is also unclear whether, by analogy, a U.S. Holder of a Claim that does not constitute a “security” would be required to recognize a capital loss, rather than an ordinary loss, with respect to previously included OID that is not paid in full.

The Plan provides that to the extent that any Allowed Claim entitled to a distribution under the Plan is comprised of indebtedness and accrued but unpaid interest thereon, such distribution is to be allocated first to the principal amount (as determined for U.S. federal income tax purposes) of the Claim and then to accrued but unpaid interest. *See* Section 6.12 of the Plan. There is no assurance that the IRS will respect such allocation for U.S. federal income tax purposes. U.S. Holders of Allowed Claims are urged to consult their own tax advisor regarding the allocation of consideration received under the Plan, as well as the deductibility of accrued but unpaid interest (including OID) and the character of any loss claimed with respect to accrued but unpaid interest (including OID) previously included in gross income for U.S. federal income tax purposes.

4. Character of Gain or Loss

When gain or loss is recognized by a U.S. Holder, the character of such gain or loss as long-term or short-term capital gain or loss or as ordinary income or loss is determined by a number of factors, including the tax status of the holder, whether the Claim constitutes a capital asset in the hands of the holder and how long it has been held, whether the Claim was acquired at a market discount, and whether and to what extent the holder previously claimed a bad debt deduction.

A U.S. Holder that purchased its Claims from a prior holder at a “market discount” (relative to the principal amount of the Claims at the time of acquisition) may be subject to the market discount rules of the Tax Code. A U.S. Holder that purchased its Claim from a prior holder is generally considered to have purchased such Claim with “market discount” if the holder’s adjusted tax basis in its Claim is less than (i) its stated principal amount or (ii) in the case of a debt instrument issued with OID, its revised issue price (generally, the aggregate amount of OID accrued on a holder’s debt instrument prior to such holder’s acquisition of the debt instrument), in each case, by at least a statutorily defined *de minimis* amount. Under these rules, any gain recognized on the exchange of Claims (other than in respect of a Claim for accrued but unpaid interest) generally is treated as ordinary income to the extent of the market discount accrued (on a straight line basis or, at the election of the holder, on a constant yield basis) during the holder’s period of ownership, unless the holder elected to include the market discount in income as it accrued.

Information Reporting and Backup Withholding

All distributions to holders of Allowed Claims under the Plan are subject to any applicable tax withholding.

Under U.S. federal income tax law, interest, dividends, and other reportable payments may, under certain circumstances, be subject to “backup withholding” at the then applicable withholding rate (currently at a rate of 24%). Backup withholding generally applies if the U.S. Holder (a) fails to furnish its social security number or other taxpayer identification number, (b) furnishes an incorrect taxpayer identification number, (c) fails to properly report interest or dividends, or (d) under certain circumstances, fails to provide a certified statement, signed under penalty of perjury, that the tax identification number provided is its correct number and that it is not subject to backup withholding. Backup withholding is not an additional tax but merely an advance payment, which may be refunded to the extent it results in an overpayment of tax. Certain persons are exempt from backup withholding, including, in certain circumstances, corporations and financial institutions. Holders are urged to consult their own tax advisors regarding the potential application of U.S. withholding taxes to the transactions contemplated under the Plan and whether any distributions to them would be subject to withholding.

Treasury regulations generally require disclosure by a taxpayer on its U.S. federal income tax return of certain types of transactions in which the taxpayer participated, including, among other types of transactions, certain transactions that result in the taxpayer’s claiming a loss in excess of certain thresholds. Holders are urged to consult their tax advisors regarding these Treasury regulations and whether the contemplated transactions under the Plan would be subject to these Treasury regulations and require disclosure on your tax return.

THE FOREGOING SUMMARY HAS BEEN PROVIDED FOR INFORMATIONAL PURPOSE ONLY. ALL U.S. HOLDERS OF CLAIMS AND INTERESTS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS CONCERNING THE FEDERAL, STATE, LOCAL AND OTHER TAX CONSEQUENCES APPLICABLE UNDER THE PLAN.

VIII. **CERTAIN RISK FACTORS TO BE CONSIDERED**

Before voting to accept or reject the Plan, holders of Claims should read and carefully consider the risk factors set forth below, in addition to the information set forth in the Disclosure Statement together with any attachments, exhibits, or documents incorporated by reference hereto.

THIS SECTION PROVIDES INFORMATION REGARDING POTENTIAL RISKS IN CONNECTION WITH THE PLAN. THE FACTORS BELOW SHOULD NOT BE REGARDED AS THE ONLY RISKS ASSOCIATED WITH THE PLAN OR ITS IMPLEMENTATION. NEW FACTORS, RISKS, AND UNCERTAINTIES EMERGE FROM TIME TO TIME AND IT IS NOT POSSIBLE TO PREDICT ALL SUCH FACTORS, RISKS, AND UNCERTAINTIES.

Certain Bankruptcy Law Considerations

1. General

Although the Debtors believe that the Chapter 11 Cases will be of short duration and will not be materially disruptive to their businesses, the Debtors cannot be certain that this will be the case. Although the Plan is designed to minimize the length of the Chapter 11 Cases, it is impossible to predict with certainty the amount of time that one or more of the Debtors may spend in bankruptcy or to assure parties in interest that the Plan will be confirmed. Even if confirmed on a timely basis, bankruptcy cases to confirm the Plan could have an adverse effect on the Debtors' business. Among other things, it is possible that bankruptcy proceedings could adversely affect the Debtors' relationships with their key customers and employees. The cases will also involve additional expense and may divert some of the attention of the Debtors' management away from business operations.

2. Risk of Non-Confirmation of the Plan

Although the Debtors believe that the Plan will satisfy all requirements necessary for confirmation by the Bankruptcy Court, there can be no assurance that the Bankruptcy Court will reach the same conclusion or that modifications to the Plan will not be required for confirmation or that such modifications would not necessitate re-solicitation of votes. Moreover, the Debtors can make no assurances that they will receive the requisite votes for acceptance to confirm the Plan. Even if all holders of a Claim entitled to vote in favor of the Plan ("**Eligible Holders**") vote in favor of the Plan or the requirements for "cramdown" are met with respect to any Class that rejected the Plan, the Bankruptcy Court could decline to confirm the Plan if it finds that any of the statutory requirements for confirmation are not met. If the Plan is not confirmed, it is unclear what distributions holders of Claims or Interests ultimately would receive with respect to their Claims or Interests in a subsequent plan of reorganization.

3. Risk of Non-Occurrence of the Effective Date

Although the Debtors believe that the Effective Date will occur soon after the Confirmation Date, there can be no assurance as to the timing of the Effective Date. If the conditions precedent to the Effective Date set forth in the Plan have not occurred or have not been waived as set forth in Article IX of the Plan, then the Confirmation Order may be vacated, in which event no distributions would be made under the Plan, the Debtors and all holders of Claims or Interests would be restored to the status quo as of the day immediately preceding the Confirmation Date, and the Debtors' obligations with respect to Claims and Interests would remain unchanged.

4. Alternative Transactions

If no chapter 11 plan can be confirmed, or if the Bankruptcy Court otherwise finds that it would be in the best interest of holders of Claims and Interests, the Debtors thereafter will consider all available restructuring alternatives, including filing an alternative chapter 11 plan of reorganization, commencing 363 sales of the Debtors' assets or converting to cases under chapter 7 of the Bankruptcy Code, pursuant to which a trustee would be appointed or elected to liquidate the Debtors' assets for distribution in accordance with the priorities established by the Bankruptcy Code. See the Valuation Analysis attached hereto as Exhibit E, as well as the Liquidation Analysis attached hereto as Exhibit D, for a discussion of the effects that a chapter 7 liquidation would have on the recoveries of holders of Claims and Interests. The terms of any alternative restructuring proposal may be less favorable to holders of Claims and Interests against the Debtors than the terms of the Plan as described in this Disclosure Statement.

5. Risks Related to Possible Objections to the Plan

There is a risk that certain parties could oppose and object to either the entirety of the Plan or specific provisions of the Plan. Although the Debtors believe that the Plan complies with all relevant Bankruptcy Code provisions, there can be no guarantee that a party in interest will not file an objection to the Plan or that the Bankruptcy Court will not sustain such an objection.

6. Parties in Interest May Object to the Plan's Classification of Claims and Interests

Section 1122 of the Bankruptcy Code provides that a plan may place a claim or an interest in a particular class only if such claim or interest is substantially similar to the other claims or interests in such class. The Debtors believe that the classification of Claims and Interests under the Plan complies with the requirements set forth in the Bankruptcy Code because the Debtors created Classes of Claims and Interests, each encompassing Claims or Interests, as applicable, that are substantially similar to the other Claims or Interests, as applicable, in each such Class. Nevertheless, there can be no assurance that the Bankruptcy Court will reach the same conclusion.

7. Releases, Injunctions, and Exculpation Provisions May Not be Approved

Article X.6 of the Plan provides for certain releases, injunctions, and exculpations, for Claims and Causes of Action that may otherwise be asserted against the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties, as applicable. The releases, injunctions, and

exculpations provided in the Plan, and annexed hereto as **Exhibit G**, are subject to objection by parties in interest and may not be approved. If the releases and exculpations are not approved, certain parties may not be considered Releasing Parties, Released Parties, or Exculpated Parties, and certain Released Parties or Exculpated Parties may withdraw their support for the Plan.

In addition, a condition to the Effective Date of the Plan is a release of claims and liens against the SFA Loan Parties, including against Ultisat Inc. and its subsidiaries (the “**Government Business SFA Loan Parties**”), either through the Plan, or valid action under the SFA, or an order of the Bankruptcy Court. If the Debtors are unable to secure the release of liens against the non-Debtor SFA Loan Parties pursuant to the Plan, by valid action under the SFA, or by order of the Bankruptcy Court, the Debtors may request that the Government Business SFA Loan Parties file for chapter 11. Such parties are governed by the independent Proxy Board that has the sole authority to determine whether such entities would file for chapter 11. As of the date hereof, the Government Business SFA Loan Parties have not agreed to such a filing.

Additional Factors Affecting the Value of Reorganized Debtors

8. Claims Could Be More than Projected

There can be no assurance that the estimated Allowed amount of Claims in certain Classes will not be significantly more than projected, which in turn, could cause the value of distributions to be reduced substantially. Inevitably, some assumptions will not materialize, and unanticipated events and circumstances may affect the ultimate results. Therefore, the actual amount of Allowed Claims may vary materially from the Debtors’ projections and feasibility analysis. Since the Petition Date, the Debtors have sought to negotiate with suppliers, vendors, and other significant contract counterparties, including Inmarsat, to proactively reduce exit costs, discuss the future of their relationship with the Debtors, and address outstanding prepetition claims. Although the Debtors believe they will be able to negotiate consensual agreements with various counterparties, including with Inmarsat, who has asserted approximately \$112.3 million in prepetition claims against the Debtors consisting of \$25.5 million in contractual amounts and \$86.8 million in rejection and other damages, a resolution of and agreed reduction of such prepetition claim amounts cannot be guaranteed. The Debtors are currently negotiating with Inmarsat regarding a transaction that could result in, among other things, the sale of certain assets by the Debtors to Inmarsat and waiver of Inmarsat’s claims against the Debtors. The Debtors currently expect to conclude such negotiations and finalize an agreement with Inmarsat by the end of October 2020, however, the Debtors can provide no assurance that such agreement will be reached. To the extent an agreement with Inmarsat is not reached, the Company will seek to reject all contracts associated with Inmarsat and transition, to the best of Speedcast’s ability, all impacted customers to alternate providers in order to facilitate continuation of services. In the absence of an agreement, any and all prepetition claims, rejection and other damage claims associated with Inmarsat are expected to be included in Class 4B under the Plan.

9. Projections and Other Forward-Looking Statements Are Not Assured, and Actual Results May Vary

Certain of the information contained in the Disclosure Statement is, by nature, forward-looking, and contains (i) estimates and assumptions which might ultimately prove to be incorrect and (ii)

projections which may be materially different from actual future experiences. There are uncertainties associated with any projections and estimates, and they should not be considered assurances or guarantees of the amount of funds or the amount of Claims in the various Classes that might be allowed.

10. Summary of Risks Associated with the Debtors' Business and Industry

The risks associated with the Debtors' business and industry (certain of which are described in the Debtors' ASIC filings) include, but are not limited to, the following:

- financial targets impacted by continued decline in bandwidth pricing;
- changes in macroeconomic conditions;
- changes in the competitive landscape brought on by continued consolidation in the satellite service industry and entry of non-traditional global conglomerates into the satellite sector;
- competition from a range of new communication services and new technologies;
- geopolitical and strategic risks;
- the loss, or inability to attract, key personnel;
- the Company's ability to effectively and timely integrate its historical acquisitions;
- the Debtors' ability to comply with the covenants in various financing documents, including making principal and interest payments or to obtain any necessary consents, waivers or forbearances thereunder;
- the Debtors' ability to generate sufficient cash flow to meet their debt obligations and commitments;
- the Debtors' ability to borrow under existing debt agreements to fund their operations;
- credit and performance risk of the Debtors' lenders, trading counterparties, customers, vendors, suppliers and third party operators; and
- the uncertainties associated with governmental budgets, shutdowns, global operations, and regulations, including any potential changes in foreign, federal, and state tax laws and regulations.

11. DIP Refinancing Facility

The DIP Refinancing Facility, along with the use of cash on hand (cash collateral), is intended to provide liquidity to the Debtors during the pendency of the Chapter 11 Cases. If the Chapter 11 Cases take longer than expected to conclude, the Debtors may exhaust or lose access to their financing. There is no assurance that the Debtors will be able to obtain additional financing from

the Debtors' existing lenders or otherwise. In either such case, the liquidity necessary for the orderly functioning of the Debtors' business may be materially impaired.

12. Post-Effective Date Indebtedness

Following the Effective Date, the Reorganized Debtors may have outstanding secured indebtedness. The Reorganized Debtors' ability to service their debt obligations will depend on, among other things, their future operating performance, which depends partly on economic, financial, competitive, and other factors beyond the Reorganized Debtors' control. The Reorganized Debtors may not be able to generate sufficient cash from operations to meet their debt service obligations as well as fund necessary capital expenditures and investments in sales and marketing. In addition, if the Reorganized Debtors need to refinance their debt, obtain additional financing, or sell assets or equity, they may not be able to do so on commercially reasonable terms, if at all.

13. COVID-19

The recent COVID-19 pandemic has had a dramatic impact on all players in the global marketplace and is expected to continue to adversely affect the Debtors' operations. The Debtors have experienced and expect to continue to experience unpredictable reductions in demand for certain of their products and services. In particular, should the cruise industry fail to recover, the Maritime Business may experience further difficulties. In addition, COVID-19 has led (and may continue to lead) to customer inability and/or delayed ability to pay invoices as and when they become due. This has impacted some of the major customers of the Company.

14. Corporate IT Network Matter

In July 2020, Speedcast identified a limited exposure security incident affecting some of its internal corporate servers, which has since been fully addressed. In following industry standard best practices, Speedcast proactively disconnected some internal systems for a brief period, which prevented the Debtors from providing complete reports on financials until all backlogged information was completely processed. Throughout this period, there was no impact to the Speedcast's production network, used to manage global satellite services, because the systems are purposefully segmented to ensure complete separation of services.

15. Risks Related to Foreign Customers and Creditors

Certain of the Debtors' customers may not be subject to the jurisdiction of U.S. courts and may attempt to terminate their contracts with the Debtors or take actions against the Debtors' assets in contravention of U.S. bankruptcy law or orders of the Bankruptcy Court. Any such termination or renegotiation of contracts and unfavorable costs increases or loss of revenue could have a material adverse impact on the Debtors' financial condition and results of operations.

16. Risks Related to the Debtors' Transformation Plan and Initiatives

The Debtors' transformation plan and other strategic priorities may not be executed as planned, be delayed, or result in lower financial and technical benefits than expected. A delay in implementation could result in the decrease of both staff and customers, and/or contractual credits,

system outages, and/or other financial losses with respect to the customer base. Additionally, implementation of the transformation plan may result in headcount reductions in the short term prior to stabilization of the business, and higher than expected costs.

17. Reputational Risk

The Company relies on its reputation to maintain ongoing commercial relationships with customers, suppliers and employees. The Company's business plan forecasts rely on the Company achieving sufficiently favorable outcomes post negotiation with key suppliers and customers.

18. Financial Systems

The current financial systems and manual processes may impact the accuracy of business plan analysis regarding both historical and forecast financial performance.

19. Energy Market Risk

Larger than expected energy market dislocation or delay in recovery may impact revenues for the Energy Business.

20. Unplanned Outages

Unplanned outages due to satellite failures, equipment failure due to underinvestment in maintenance, or disputes with suppliers may cause prolonged service interruptions or outages impacting the Company's relationship with customers.

21. Margin Erosion

The Company may face difficulty in maintaining margins in certain markets with a declining price and increasing volume environment.

22. Disintermediation by Satellite Operators

Certain satellite operators may seek, or are seeking, to vertically integrate and compete for existing customers of the Company. This may further be impacted by the dynamics among the various satellite operators providing broadband to the Company, the co-location of the Company's ground systems in a large proportion of its markets with those of Intelsat, and the competition among the various broadband services providers.

23. ESG Impact

Increased environmental regulations may cause a further than anticipated decline in the Energy Business.

24. Technology Evolution

The Company may face additional costs transitioning into new networks and technologies in order to continue to provide a relevant and competitive service to its customers. In addition, in order to transition to different spectrum bands and optimize reliance on different bandwidth providers,

costly earth station repointing and/or changes to equipment would be required to be compatible with different (and/or new) satellite broadband offerings. Accelerated virtualization of ground equipment may cause technical issues or bring forward planned upgrades. Additional investment may be required for the Company to deliver value-add applications and services for customers.

25. Failure to Realize Anticipated Synergies

The Company has acquired several different businesses over recent years and it may fail to realize the anticipated synergies resulting from such acquisitions, incur significant costs associated with integration of acquired businesses and/or experience adverse operational consequences as a result of failing to effectively integrate those businesses.

The Company has experienced rapid growth through acquisitions over previous years that has placed, and may continue to place, significant demands on management, information reporting resources, and financial and internal controls systems. The associated risks include incurring debt and liabilities, suffering a loss relating to an acquisition, experiencing decreased operational effectiveness as a result of inadequate integration, legal restrictions, failure to achieve expected synergies, customers and key employees not being retained after completion of an acquisition, and unusual or onerous terms in customer contracts.

26. Significant Market Competition

The Company faces significant and dynamic competition within the markets in which it operates, which could have a material adverse effect on the Company's business and financial position and could prevent it from realizing its strategic and financial objectives.

The Company is subject to vigorous competition within the satellite services industry based on factors including price, service, quality, performance standards and the ability to provide customers with an appropriate range of reliable and tailored services in a timely manner.

Competition in certain of the markets in which the Company operates is increased by low barriers to entry for new entrants to the market. The Company's EEM Business division operates in a market with particularly low barriers to entry and greatest displacement risk. This is because the division involves a greater proportion of contracts which provide simple and less critical fixed connectivity solutions (rather than more complex mobility network solutions) with more limited technical support needs. Such low barriers to entry may allow new competitors to offer competing services to the Company's customers at prices which are lower than those offered by the Company, which may mean that the Company is unable to grow or maintain its market share.

The competitive tension in the markets in which the Company operates requires constant investment in new and existing customers and technologies. If the Company does not invest enough resources in new and existing customers and technologies or if such investments do not yield expected results then the Company's competitors may displace the Company in some or all of its markets, which may result in a reduction in revenue in such markets.

The Company has a range of both global and local competitors, some of which may be better able to withstand downturns in the market or to expand into new and developing markets than the Company.

The Company's growth plans may be impacted by difficulties in effectively competing against global and domestic competitors, which could adversely affect its future financial performance and position.

27. Rapid Changes in Technology

The Company faces significant and dynamic competition from a range of communication services and new technologies, which may be or become more attractive to the Company's existing and potential customers than the technology and services offered by the Company.

The satellite services industry is characterized by rapid changes in technology, new evolving standards and frequent new product and service introductions. Further, satellite services compete with a number of different modes of transmission, including fiber optic, Wi-Fi, WiMAX, 4G and 5G networks. The Company may not be able to successfully respond to the new technological developments and challenges or identify and respond to new market opportunities, services or products offered by its competitors. In addition, the Company's efforts to respond to technological innovation may require significant capital investments and resources. Failure to keep up with future technological changes could harm the Company's business and financial position.

The acceleration of global investment in land-based communications infrastructure such as fiber-optic cables, Wi-Fi, 4G and 5G networks may significantly increase their geographic reach, speed, and cost. In most circumstances, land-based communications infrastructure and services will be less expensive than satellite communications infrastructure and services and therefore as competing networks expand, satellite communications' competitive advantage in providing connectivity to land-based users outside established networks is reduced. Any such significant advances in land-based communications infrastructure may cause certain land-based customers who currently use satellite communications infrastructure to switch to alternative land-based communications infrastructure which may reduce demand for the Company's products and services. In addition, the number of potential new land-based customers who require satellite communications infrastructure may be reduced by an increased reliance on more efficient and cost-effective land-based communications infrastructure which may reduce growth or size of the markets in which the Company operates, which may adversely affect the Company's revenues and business.

The expected deployment of low-earth orbit ("LEO") constellations over the next few years may represent a risk to elements of the Company's business. LEO satellites, if effectively deployed, will result in a significant increase in satellite bandwidth capacity, placing downward pressure on bandwidth prices, which may reduce the Company's profitability. LEO satellites will also have considerably lower latency than existing satellite constellations, making them a potentially more attractive option for many of the Company's customers, especially in the cruise and commercial maritime sectors.

Additionally, high throughput satellites have been developed and deployed that can provide capacity often at a fraction of the cost of existing geostationary constellations. If the Company's existing technological platforms cannot be used on these high throughput satellites, other value added service providers (or the operators themselves) may be able to offer more competitive pricing and/or technology offerings than those of the Company.

As an independent services provider, the Company may mitigate some of the risks created by the deployment of LEO constellations and/or high throughput satellite providers by partnering with LEO and/or high throughput satellite providers and integrating LEO and/or the high throughput services into the Company's product catalogue. However, the Company may face increased competition by these operators selling services directly to end users.

28. Consolidation of the Satellite Services Industry

Consolidation within the satellite services industry could change the competitive landscape in which the Company operates and reduce the Company's ability to compete, which could have a material adverse effect on the Company's business and financial position and could prevent it from realizing its strategic and financial objectives.

The satellite services industry continues to experience consolidation and vertical integration. Certain of the Company's distributors have been acquired by competitors and the Company anticipates that other distributors of its services may be acquired by competitors in the future. This could adversely affect the Company's business operations and financial performance by reducing demand for its services from distributors and re-sellers. This risk is increased by the expected entry into the satellite services market of LEO operators over the next 5 years. If the Company fails to respond to the changing competitive landscape it may lose important channels to end-users and face increased competition, which could lead to deterioration in the Company's financial position and performance.

29. Geopolitical and Economic Shifts

The Company may be adversely affected by changes in the macroeconomic environment and/or geopolitical events, the effects of which are difficult to predict and any combination of one or other of the above may have a material adverse effect on the Company's business and financial position. The Company provides products and services to customers in several different countries around the globe and so will be affected by any slowdown in global economic growth, which may reduce customer demand in general (due to reduced investment and expenditure appetite) and in specific ways. A slowdown in global economic growth, whether as a result of the global and Chinese response to COVID-19, the ongoing 'trade war' between China and the United States, and/or other factors may reduce global demand for the Company's products and services, for example as a result of a reduction in trade and shipping traffic which relied on the Company's services. Another example of the potential adverse impact of macroeconomic factors on the Company is the impact on the Company's Energy Business of the continued weakness in global oil prices. Further macroeconomic shifts may occur and may adversely impact the Company's financial performance.

As a consequence of the geographic areas that the Company operates in, the Company is also exposed to geopolitical and strategic risks. These risks have increased as the Company has grown larger and moved into new markets. The risks include disruption as a result of war, civil unrest, security issues and government intervention. These risks exist predominantly in the Middle East, Russia and certain parts of Latin America, Africa and Asia. For example, a government in a particular territory may seek to prohibit foreign companies such as the Company from operating in its jurisdiction and/or it may seek to requisition the Company's equipment. The Company may also be negatively impacted by political decisions or disruptions, a risk that is heightened as the

Company operates in some higher risk territories around the world. It may be difficult for the Company to enforce its rights against customers or business partners located in certain jurisdictions if the Company ever needs to pursue legal remedies against them.

The Company may also be adversely affected by any shifts in policy adopted by the U.S. government and/or the U.S. Department of Defense. In particular, any significant demobilization of U.S. troop deployments in the Middle East and elsewhere which rely on the Company's services may reduce demand. In addition, because Speedcast is not a U.S. person, its subsidiary UltiSat relies on the Proxy Board to enter into contracts with the U.S. Department of Defense that contain certain classified information. The Company exercises its rights under the Proxy Agreement to make suggestions on the running of UltiSat and while these suggestions are non-binding, the Proxy Board must act in good faith, as reasonably prudent persons, to protect the legitimate economic interests of the Company. These activities are all performed within the confines of the Proxy Agreement such that UltiSat operates its business within the requirements necessary to protect the U.S. national security interest. The requirements of the NISP may be changed in such a way as to prohibit or restrict the ability of a company such as UltiSat that is under a proxy-board arrangement from providing certain services to the U.S. Department of Defense in the future.

30. Legal Proceedings

Certain Debtors are named as defendants from time to time in routine litigation proceedings. In management's view, claims made in connection with the legal proceedings will be allowed in an amount that is less than the claimed amount, and the outcome of these proceedings will not have a material adverse effect on the Debtors' financial position, results of operations, or cash flows. The Debtors, however, cannot predict with certainty the outcome or effect of pending or threatened litigation or legal proceedings, and the eventual outcome could materially differ from their current estimates. While Speedcast's Board of Directors are not aware of any current litigation, pending or threatened litigation or other legal proceedings, which may have a material and adverse effect on Speedcast, there may be in the future certain litigation that could result in a material judgment against the Company or the Reorganized Debtors. Such litigation, and any judgment in connection therewith, could have a material negative effect on the Company or the Reorganized Debtors.

31. Integration of New Personnel and Loss of Key Personnel

The Company has recently experienced a number of key personnel changes. The integration of new personnel or the loss of key personnel could have a material adverse effect on the Company's business and financial position.

Speedcast's Board of Directors and senior management have substantial experience and expertise in the Company's business but there can be no guarantee that the recent changes to management will be successful. Any further changes to the Board of Directors and/or senior management could have a material adverse effect on the Company's business and financial position and the unexpected loss of services of one or more members of senior management could also have a material adverse effect on the Company's business and financial position.

There is also significant competition for strong candidates with experience in the satellite services industry, and this competition is expected to increase. If the Company is unable to recruit

appropriately qualified and experienced key personnel in the future it could have a material adverse effect on the Company's business and financial position.

32. Disruption or Failure of Business Operations

The Company's business operations and ability to deliver products and services to customers may be subject to disruption or failure, which may arise as a result of a wide range of scenarios, including as a result of malicious actions executed by hackers. The satellite communication technology utilized by the Company is highly complex and subject to considerable risks of operating orbital satellites. These risks include satellite malfunctions, commonly referred to as anomalies, which can manifest themselves in scale from minor reductions of equipment redundancy to marginal reductions in capacity to complete satellite failure. While the Company works with multiple satellite operators, and is often able to ensure continuity of service during anomalies, any single anomaly or series of anomalies could materially and adversely affect the Company's operations, revenues, and relationships with current customers during a potential migration of services from one satellite to another and may affect the Company's ability to attract new customers. While the Company generally excludes liability for satellite anomalies under its customer contracts, and covers others risks through insurance policies certain other risks are not or may not be covered.

The Company is also exposed to the risks posed by extreme weather in its areas of operation in addition to the inherent risks of relying on satellites which operate in the distant and unpredictable conditions in space. The frequency and severity of extreme weather events may increase in future months and years, and such extreme weather may adversely affect the Company's ability to provide products and services. Extreme weather events could damage or destroy ground stations, resulting in a disruption of service to the Company's customers. The Company has failover and business continuity plans in the event of such events, as well as the technology to help safeguard antennas and protect ground stations during natural disasters such as a hurricane, but the collateral effects of disasters such as flooding may impair the functioning of the Company's ground equipment. If a future natural disaster impairs or destroys any ground facilities, Company may be unable to provide service to customers in the affected area for a period of time and may incur an impairment charge lowering the Company's operating income. Other extreme weather events, such as a fire, also pose a risk to the functioning of the Company's business.

The Company's business operations and ability to deliver products and services to customers may also be adversely affected by equipment and labor shortages, equipment failure, deliverability difficulties, environmental impacts, increases in operating cost structures, community or industrial actions, natural disasters, interruptions to the supply of power, or other circumstances which may result in the delay, suspension or termination of the Company's operations, and may result in a material adverse effect on the Company's business and financial position.

Any such service interruption suffered by the Company could damage its business reputation and affect its profitability. If a service interruption was prolonged, the Company could lose key customer contracts and may be unable to win new contracts, which would adversely affect its financial position. Operational or business delays, and damage to reputation, may result from any disruption failure or corruption of the Company's information systems and the systems of its

providers and customers. This could lead to operational and business delays and damage to the Company's reputation and could affect its business and financial position.

33. Disruption or Failure of Technology Systems

There is a risk that the Company may become the subject of a system failure, virus, or other negative event which could compromise the technology rendering the Company's services unavailable for a period of time or result in the loss, theft or corruption of sensitive data. The effect of any such event could extend to reputational damage, regulatory scrutiny, claims from affected clients and their customers and fines. Such circumstances could negatively impact upon the Company's business, financial performance and operations.

34. Global Reduction in Bandwidth Costs

The Company's financial targets may be compromised by the ongoing decline in bandwidth costs globally. This decline has been caused by a variety of factors including global oversupply of bandwidth and increased competition and low barriers to entry to certain markets, primarily with aviation players coming into the maritime sector. This price erosion may be exacerbated by the current high throughput satellite systems and anticipated launch of LEO constellations over the next few years. This price erosion may also lead to increased competition across the Company's business, as satellite operators may move into end-customer service provision (in part to offset the impact of price erosion). These reductions may impact the Company's future financial performance.

35. Compliance with Regulatory and Licensing Requirements

Changes to, or failure to comply with, the regulatory and licensing requirements to which the Company is subject could materially adversely affect the Company's business and financial position.

The provision of telecommunications services is highly regulated in most of the countries in which the Company operates. The Company is required to obtain approvals from national and local authorities in connection with many of the services that it provides. Obtaining and maintaining these approvals can involve significant time and expense. If the Company cannot obtain or is delayed in obtaining the required regulatory approvals, it may not be able to provide these services to customers or expand its service offerings. In addition, the laws and regulations to which the Company is subject could change at any time, thus making it more difficult for the Company to obtain new regulatory approvals or causing existing approvals to be revoked or adversely modified. Because the regulatory schemes vary by jurisdiction, the Company may also be subject to regulations of which it is not presently aware and could be subject to sanctions by a foreign government that could materially and adversely affect operations in that jurisdiction. If the Company cannot comply with the laws and regulations that apply to it then it could lose revenue from services provided to the countries and territories covered by these laws and regulations and be subject to criminal or civil sanctions. It could also face enforcement action which could result in, among other things, the imposition of fines, the cancellation of licenses or imposition of additional license terms and conditions, or the refusal to grant regulatory authority or permission necessary for the future provision of services.

36. Unanticipated Tax Liabilities

The Company may become subject to unanticipated tax liabilities that may have a material adverse effect on its business and financial position. Future changes in taxation laws in the jurisdictions in which the Company operates, including changes in interpretation or application of existing laws by the courts or taxation authorities in those jurisdictions, may affect taxation treatment of the Speedcast's shares or the holding or disposal of those securities.

37. Currency Risk

The Company is exposed to fluctuations in the value of foreign currencies. Speedcast's financial reports are presented in U.S. dollars. However, a substantial proportion of the Company's sales revenue, expenditures and cash flows are generated in various other currencies, including euro. Foreign exchange risk arises from those transactions denominated in a currency other than the functional currency of the entity entering into the transaction. Foreign currency risk also arises from assets and liabilities denominated in currencies other than the functional currency of the Company's entities to which they relate. The Company's most significant foreign currency exposures are in relation to Australian dollar ("AUD"), euro ("EUR") and pounds Sterling ("GBP"). Any adverse exchange rate fluctuations or volatility in the currencies in which the Company generates its revenues and cash flows, and incurs its costs, would have an adverse effect on the Company's future financial performance and position.

38. Downturn in the Cruise Industry

The Company currently derives 18% of its revenue from the cruise industry. While there is a general upward trend in annual passenger numbers on the cruise industry, the spread of COVID-19 is likely to adversely affect the cruise industry due to actual or perceived risk of the virus spreading between passengers on cruise ships. This could significantly reduce passenger numbers in the near term and have a material adverse effect on the cruise industry. Any significant reduction in cruise passenger numbers could reduce demand for the Company's maritime products and services and/or could lead to the renegotiation of terms with cruise customers on terms which are less advantageous to the Company than existing terms.

Factors Relating to Securities to Be Issued under Plan

39. Market for Securities

There is currently no market for the New Equity Interests, and there can be no assurance as to the development or liquidity of any market for any such securities.

The Reorganized Debtors are under no obligation to list the New Equity Interests on any national securities exchange or over-the-counter market. Therefore, there can be no assurance that any of the foregoing securities will be tradable or liquid at any time after the Effective Date. If a trading market does not develop or is not maintained, holders of the foregoing securities may experience difficulty in reselling such securities or may be unable to sell them at all. Even if such a market were to exist, such securities could trade at prices higher or lower than the estimated value set forth in the Disclosure Statement depending upon many factors including prevailing interest rates, markets for similar securities, industry conditions, and the performance of, and investor

expectations for the Reorganized Debtors. Accordingly, holders of these securities may bear certain risks associated with holding securities for an indefinite period of time.

40. Potential Dilution

The ownership percentage represented by the New Equity Interests distributed on the Effective Date under the Plan will be subject to dilution from the equity issued in connection with the Management Incentive Plan, any other shares that may be issued in connection with the Plan or post-emergence, and the conversion of any options, warrants, convertible securities, exercisable securities, or other securities that may be issued post-emergence.

41. New Speedcast Parent is Expected to be a Holding Company

New Speedcast Parent will be formed on or prior to the Effective Date and is expected to be a holding company with no business operations of its own or material assets other than the stock of its subsidiaries. Therefore, New Speedcast Parent will be dependent upon the earnings and cash flows from its subsidiaries, if and only to the extent available, in the form of dividends and other payments or distributions, to meet its debt service and related obligations. Contractual provisions or laws, as well as its subsidiaries' financial conditions and operating results, may limit New Speedcast Parent's ability to obtain, from such subsidiaries, the cash required to meet such debt service or related obligations. Applicable tax laws may also subject such payments to further taxation. The inability to obtain cash from its subsidiaries may limit New Speedcast Parent's ability to meet its debt service and related obligations even though there may be sufficient resources on a consolidated basis to satisfy such obligations.

42. New Equity Interests Subordinated to Reorganized Debtors' Indebtedness

In any subsequent liquidation, dissolution, or winding up of the Reorganized Debtors, the New Equity Interests would rank below all debt claims against the Reorganized Debtors. As a result, holders of the New Equity Interests will not be entitled to receive any payment or other distribution of assets upon the liquidation, dissolution, or winding up of the Reorganized Debtors until after all the Reorganized Debtors' obligations to their debt holders have been satisfied.

43. Implied Valuation of New Equity Interests Not Intended to Represent Trading Value of New Equity Interests

The valuation of the Reorganized Debtors is not intended to represent the trading value of New Equity Interests in public or private markets and is subject to additional uncertainties and contingencies, all of which are difficult to predict. Actual market prices of such securities at issuance will depend upon, among other things: (i) prevailing interest rates; (ii) conditions in the financial markets; (iii) the anticipated initial securities holdings of prepetition creditors, some of whom may prefer to liquidate their investment rather than hold it on a long-term basis; and (iv) other factors that generally influence the prices of securities. The actual market price of the New Equity Interests may be volatile. Many factors, including factors unrelated to the Reorganized Debtors' actual operating performance and other factors not possible to predict, could cause the market price of the New Equity Interests to rise and fall. Accordingly, the implied value, stated herein and in the Plan, of the securities to be issued does not necessarily reflect, and should

not be construed as reflecting, values that will be attained for the New Equity Interests in the public or private markets.

44. No Intention to Pay Dividends

New Speedcast Parent may not pay any dividends on the New Equity Interests and may instead retain any future cash flows for debt reduction and to support its operations. As a result, the success of an investment in the New Equity Interests may depend entirely upon any future appreciation in the value of the New Equity Interests. There is, however, no guarantee that the New Equity Interests will appreciate in value or even maintain their initial value.

45. Significant Holders

The Successful Plan Sponsor is expected to acquire all of the New Equity Interests pursuant to the Plan and the ECA. Such holders, if their decisions are aligned, would be in a position to control the outcome of all actions requiring stockholder approval, including the election of directors, without the approval of other stockholders. This concentration of ownership could also facilitate or hinder a negotiated change of control of the Reorganized Debtors and, consequently, have an impact upon the value of the New Equity Interests.

46. New Equity Interests May Be Subject to Further Dilution

The New Equity Interests to be issued on the Effective Date are subject to dilution from (i) New Equity Interests issued pursuant to the Management Incentive Plan, and (ii) other New Equity Interests issued by the Reorganized Debtors after the Effective Date. The Reorganized Debtors may issue equity securities in connection with future investments, acquisitions, or capital raising transactions. Such issuances or grants could constitute a significant portion of the then-outstanding common stock, which may result in a dilution in ownership of common stock, including shares of New Equity Interests issued pursuant to the Plan.

Additional Factors

47. Debtors Could Withdraw Plan

The Plan may be revoked or withdrawn prior to the Confirmation Date by the Debtors.

48. Debtors Have No Duty to Update

The statements contained in the Disclosure Statement are made by the Debtors as of the date hereof, unless otherwise specified herein, and the delivery of the Disclosure Statement after that date does not imply that there has been no change in the information set forth herein since that date. The Debtors have no duty to update the Disclosure Statement unless otherwise ordered to do so by the Bankruptcy Court.

49. No Representations Outside the Disclosure Statement Are Authorized

No representations concerning or related to the Debtors, the Chapter 11 Cases, or the Plan are authorized by the Bankruptcy Court or the Bankruptcy Code, other than as set forth in the Disclosure Statement.

Any representations or inducements made to secure your vote for acceptance or rejection of the Plan that are other than those contained in, or included with, the Disclosure Statement should not be relied upon in making the decision to vote to accept or reject the Plan.

50. No Legal or Tax Advice Is Provided by the Disclosure Statement

The contents of the Disclosure Statement should not be construed as legal, business, or tax advice. Each holder of a Claim or Interest should consult their own legal counsel and accountant as to legal, tax, and other matters concerning their Claim or Interest.

The Disclosure Statement is not legal advice to you. The Disclosure Statement may not be relied upon for any purpose other than to determine how to vote on the Plan or object to confirmation of the Plan.

51. No Admission Made

Nothing contained herein or in the Plan will constitute an admission of, or will be deemed evidence of, the tax or other legal effects of the Plan on the Debtors or holders of Claims or Interests.

52. Certain Tax Consequences

For a discussion of certain tax considerations to the Debtors and certain holders of Claims in connection with the implementation of the Plan, see Article VII hereof.

53. Potential Dilution of Unsecured Trade Claims

On July 27, 2020, the Bankruptcy Court entered the order authorizing, among other things, the Debtors to enter into the Intelsat Contract (Docket No. 545). Pursuant to the Intelsat Contract, in the event it terminates in accordance with its terms, Intelsat's rights are fully preserved to assert its prepetition Claims and an administrative Claim with respect to services provided on and after July 1, 2020 against the Debtors. The Debtors have no intention of terminating the Intelsat Contract and for purposes of the Plan have estimated Intelsat's Claim as \$0. The termination of the Intelsat Contract would result in the dilution of recoveries of other Unsecured Trade Creditors in Class 4A.

IX.

VOTING PROCEDURES AND REQUIREMENTS

Before voting to accept or reject the Plan, each Eligible Holder should carefully review the Plan attached hereto as **Exhibit A**. All descriptions of the Plan set forth in the Disclosure Statement are subject to the terms and provisions of the Plan.

Voting Deadline

All Eligible Holders have been sent a “**Ballot**” together with the Disclosure Statement. Such holders should read the Ballot carefully and follow the instructions contained therein. Please use only the Ballot that accompanies the Disclosure Statement to cast your vote.

The Debtors have engaged the Voting Agent to assist in the transmission of voting materials and in the tabulation of votes with respect to the Plan. **FOR YOUR VOTE TO BE COUNTED, YOUR VOTE MUST BE RECEIVED BY THE VOTING AGENT AT THE ADDRESS SET FORTH BELOW ON OR BEFORE THE VOTING DEADLINE OF 4:00 P.M. (PREVAILING CENTRAL TIME) ON DECEMBER 8, 2020, UNLESS EXTENDED BY THE DEBTORS.**

IF A BALLOT IS DAMAGED OR LOST, YOU MAY CONTACT THE VOTING AGENT AT THE NUMBER SET FORTH BELOW TO RECEIVE A REPLACEMENT BALLOT. ANY BALLOT THAT IS EXECUTED AND RETURNED BUT WHICH DOES NOT INDICATE A VOTE FOR ACCEPTANCE OR REJECTION OF THE PLAN WILL NOT BE COUNTED.

IF YOU HAVE ANY QUESTIONS CONCERNING VOTING PROCEDURES, YOU MAY CONTACT THE VOTING AGENT AT:

Kurtzman Carson Consultants LLC
Telephone: (877)-709-4758 (domestic toll free) or (424)-236-7236 (international)
E-mail: speedcastinfo@kccllc.com

Additional copies of the Disclosure Statement are available upon request made to the Voting Agent, at the telephone numbers or e-mail address set forth immediately above.

Voting Procedures

The Debtors are providing copies of the Disclosure Statement (including all exhibits and appendices), related materials, and a Ballot (collectively, a “**Solicitation Package**”) to Eligible Holders.

Eligible Holders should provide all of the information requested by the Ballot, and should complete and return all Ballots received in the enclosed, self-addressed, postage-paid envelope provided with each such Ballot to the Voting Agent.

In addition to accepting mailed Ballots, the Debtors will also be accepting Ballots via electronic, online transmission through an e-ballot platform available on KCC’s website. Holders of Claims may cast their Ballots electronically, by completing and electronically signing and submitting such Ballot via the platform. Instructions for casting an electronic Ballot are available on KCC’s website at <http://www.kccllc.net/speedcast> and on each Ballot. The encrypted ballot data and audit trail created by such electronic submission shall become part of the record of any electronic Ballot submitted in this manner and the creditor’s electronic signature will be deemed to be an original signature that is legally valid and effective. For the avoidance of doubt, electronic submissions of Ballots may only be made via the e-ballot platform. Ballots submitted by electronic mail, facsimile, or any other means of electronic submission will not be counted.

Parties Entitled to Vote

Under the Bankruptcy Code, only holders of claims or interests in “impaired” classes are entitled to vote on a plan. Under section 1124 of the Bankruptcy Code, a class of claims or interests is deemed to be “impaired” under a plan unless: (1) the plan leaves unaltered the legal, equitable, and contractual rights to which such claim or interest entitles the holder thereof; or (2) notwithstanding any legal right to an accelerated payment of such claim or interest, the plan cures all existing defaults (other than defaults resulting from the occurrence of events of bankruptcy) and reinstates the maturity of such claim or interest as it existed before the default.

If, however, the holder of an impaired Allowed Claim or Interest will not receive or retain any distribution under the Plan on account of such Claim or Interest, the Bankruptcy Code deems such holder to have rejected the Plan, and, accordingly, holders of such Claims and Interests do not actually vote on the Plan. If an Allowed Claim or Interest is not impaired by the Plan, the Bankruptcy Code deems the holder of such Allowed Claim or Interest to have accepted the Plan and, accordingly, holders of such Allowed Claims and Interests are not entitled to vote on the Plan, and therefore will not receive a Ballot.

A vote may be disregarded if the Bankruptcy Court determines, pursuant to section 1126(e) of the Bankruptcy Code, that it was not solicited or procured in good faith or in accordance with the provisions of the Bankruptcy Code.

The Bankruptcy Code defines “acceptance” of a plan by a class of: (1) Claims as acceptance by creditors in that class that hold at least two-thirds (2/3) in dollar amount and more than one-half (1/2) in number of the Claims that cast ballots for acceptance or rejection of a plan; and (2) Interests as acceptance by interest holders in that class that hold at least two-thirds (2/3) in amount of the Interests that cast ballots for acceptance or rejection of a plan.

The Claims in the following classes are impaired under the Plan and entitled to vote to accept or reject the Plan:

Class 4A – Unsecured Trade Claims

Class 4B – Other Unsecured Claims

In addition, holders of Syndicated Facility Secured Claims (Class 3) are entitled to vote to accept or reject the Plan.⁹

An Eligible Holder should vote on the Plan by completing a Ballot in accordance with the instructions therein and as set forth above.

All submitted Ballots must be signed by the Eligible Holder (either manually or through the electronic process described above), or any person who has obtained a properly completed Ballot

⁹ Class 3 is Unimpaired. However, the Debtors are soliciting votes to accept or reject the Plan from holders of Syndicated Facility Secured Claims to the extent Class 3 is determined to be Impaired under the Plan by the Bankruptcy Court.

proxy from the Eligible Holder by the Voting Record Date. Unless otherwise ordered by the Bankruptcy Court, Ballots that are signed, dated, and timely received, but on which a vote to accept or reject the Plan has not been indicated, will not be counted. The Debtors, in their sole discretion, may request that the Voting Agent attempt to contact such voters to cure any such defects in the Ballots. Any Ballot marked to both accept and reject the Plan will not be counted. Whenever a holder of Claims casts more than one Ballot voting the same Claim(s) before the Voting Deadline, the last valid Ballot received on or before the Voting Deadline shall be deemed to reflect such creditor's or equity security holder's intent, and thus, to supersede any prior Ballot. Following the Voting Deadline, no Ballot may be changed or revoked. An otherwise properly executed Ballot that attempts to partially accept and partially reject the Plan will likewise not be counted.

The Ballots provided to Eligible Holders will reflect the principal amount of such Eligible Holder's Claim; however, when tabulating votes, the Voting Agent may adjust the amount of such Eligible Holder's Claim to reflect all amounts accrued between the Voting Record Date and the Petition Date including interest.

Under the Bankruptcy Code, for purposes of determining whether the requisite votes for acceptance have been received, only Eligible Holders who actually vote will be counted. The failure of a holder to deliver a duly executed Ballot to the Voting Agent will be deemed to constitute an abstention by such holder with respect to voting on the Plan and such abstentions will not be counted as votes for or against the Plan.

Except as provided below, unless the Ballot is timely submitted to the Voting Agent before the Voting Deadline, the Debtors may, in their sole discretion, reject such Ballot as invalid, and therefore decline to utilize it in connection with seeking confirmation of the Plan.

1. Fiduciaries and Other Representatives

If a Ballot is signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation, or another, acting in a fiduciary or representative capacity, such person should indicate such capacity when signing and, if requested, must submit proper evidence satisfactory to the Debtors of authority to so act. Authorized signatories should submit the separate Ballot of each Eligible Holder for whom they are voting.

2. Agreements Upon Furnishing Ballots

The delivery of an accepting Ballot pursuant to one of the procedures set forth above will constitute the agreement of the creditor with respect to such Ballot to accept: (i) all of the terms of, and conditions to, this Solicitation; and (ii) the terms of the Plan including the releases, exculpations, and injunction set forth in Sections 10.5, 10.6, 10.7, 10.8, and 10.9 therein. All parties in interest retain their right to object to confirmation of the Plan pursuant to section 1128 of the Bankruptcy Code.

3. Change of Vote

Any party who has previously submitted to the Voting Agent before the Voting Deadline a properly completed Ballot may revoke such Ballot and change its vote by submitting to the Voting

Agent before the Voting Deadline a subsequent, properly completed Ballot voting for acceptance or rejection of the Plan.

Waivers of Defects, Irregularities, etc.

Unless otherwise directed by the Bankruptcy Court, all questions as to the validity, form, eligibility (including time of receipt), acceptance, and revocation or withdrawals of Ballots will be determined by the Voting Agent or the Debtors, as applicable, in their sole discretion, which determination will be final and binding. The Debtors reserve the right to reject any and all Ballots submitted by any of their respective creditors not in proper form, the acceptance of which would, in the opinion of the Debtors or their counsel, as applicable, be unlawful. The Debtors further reserve their respective rights to waive any defects or irregularities or conditions of delivery as to any particular Ballot. The interpretation (including the Ballot and the respective instructions thereto) by the applicable Debtor, unless otherwise directed by the Bankruptcy Court, will be final and binding on all parties. Unless waived, any defects or irregularities in connection with deliveries of Ballots must be cured within such time as the Debtors (or the Bankruptcy Court) determines. Neither the Debtors nor any other person will be under any duty to provide notification of defects or irregularities with respect to deliveries of Ballots nor will any of them incur any liabilities for failure to provide such notification. Unless otherwise directed by the Bankruptcy Court, delivery of such Ballots will not be deemed to have been made until such irregularities have been cured or waived. Ballots previously furnished (and as to which any irregularities have not theretofore been cured or waived) will be invalidated.

Further Information, Additional Copies

If you have any questions or require further information about the voting procedures for voting your claims or about the packet of material you received, or if you wish to obtain an additional copy of the Plan, the Disclosure Statement, or any exhibits to such documents, please contact the Voting Agent.

X.

CONFIRMATION OF PLAN AND FINAL APPROVAL OF THE DISCLOSURE STATEMENT

Confirmation Hearing

Section 1128(a) of the Bankruptcy Code requires the Bankruptcy Court to hold a confirmation hearing upon appropriate notice to all required parties. The Confirmation Hearing is scheduled to begin December 17, 2020 at 9:00 a.m. (prevailing Central Time). Notice of the Confirmation Hearing will be provided to all known creditors and equity holders or their representatives in accordance with the *Emergency Motion of Debtors for Entry of an Order (I) Scheduling Combined Hearing on (A) Adequacy of Disclosure Statement and (B) Confirmation of Plan; (II) Conditionally Approving Disclosure Statement; (III) Approving Solicitation Procedures and Form and Manner of Notice of Combined Hearing and Objection Deadline; (IV) Fixing Deadline to Object to Disclosure Statement and Plan; (V) Approving Notice and Objection Procedures for the Assumption of Executory Contracts and Unexpired Leases; (VI) Approving Plan Sponsor Selection Procedures; and (VIII) Granting Related Relief*. The Debtors will seek final approval

of the Disclosure Statement at the Confirmation Hearing. The Confirmation Hearing may be adjourned from time to time by the Bankruptcy Court without further notice except for the announcement of the continuation date made at the Confirmation Hearing, at any subsequent continued Confirmation Hearing, or pursuant to a notice filed on the docket for the Chapter 11 Cases.

Objections to Confirmation

Section 1128(b) of the Bankruptcy Code provides that any party in interest may object to the confirmation of a plan. Any objection to confirmation of the Plan must be in writing, must conform to the Bankruptcy Rules and the Local Rules, must set forth the name of the objector, the nature and amount of the Claims held or asserted by the objector against the Debtors' estates or properties, the basis for the objection and the specific grounds therefore, and must be filed with the Bankruptcy Court, with a copy to the chambers of the United States Bankruptcy Judge appointed to the Chapter 11 Cases, together with proof of service thereof, and served upon the following parties, including such other parties as the Bankruptcy Court may order.

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 Jennifer Y. Lee (jennifer.lee@hoganlovells.com)

- e) **Office of the U.S. Trustee** at
 Office of the U.S. Trustee for Region 7
 515 Rusk Street, Suite 3516
 Houston, Texas 77002

**UNLESS AN OBJECTION TO CONFIRMATION IS TIMELY SERVED AND FILED,
 IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.**

Requirements for Confirmation of Plan

The Bankruptcy Court will confirm the Plan only if all of the requirements of section 1129 of the Bankruptcy Code are met. Among the requirements for confirmation are that the Plan is (i) accepted by all impaired Classes of Claims and Interests entitled to vote or, if the Plan is rejected or deemed rejected by an impaired Class, at least one impaired Class has voted to accept the Plan and a determination that the Plan “does not discriminate unfairly” and is “fair and equitable” as to such Class; (ii) in the “best interests” of the holders of Claims and Interests impaired under the Plan; and (iii) feasible.

1. Acceptance of Plan

Under the Bankruptcy Code, a Class accepts a chapter 11 plan if (i) holders of two-thirds (2/3) in amount and (ii) with respect to holders of Claims, more than a majority in number of the allowed claims in such Class (other than those designated under section 1126(e) of the Bankruptcy Code) vote to accept the Plan. Holders of Claims that fail to vote are not counted in determining the thresholds for acceptance of the Plan.

2. Fair and Equitable Test

If any impaired Class of Claims or Interests does not accept the Plan (or is deemed to reject the Plan), the Bankruptcy Court may still confirm the Plan at the request of the Debtors if, at least one

impaired Class has voted to accept the Plan and as to each impaired Class of Claims or Interests that has not accepted the Plan (or is deemed to reject the Plan), the Plan “does not discriminate unfairly” and is “fair and equitable” under the so-called “cramdown” provisions set forth in section 1129(b) of the Bankruptcy Code. The “unfair discrimination” test applies to classes of claims or interests that are of equal priority but are receiving different treatment under the Plan. A chapter 11 plan does not discriminate unfairly, within the meaning of the Bankruptcy Code, if the legal rights of a dissenting class are treated in a manner consistent with the treatment of other classes whose legal rights are substantially similar to those of the dissenting class and if no class of claims or interests receives more than it legally is entitled to receive for its claims or interests. The test does not require that the treatment be the same or equivalent, but that such treatment be “fair.” The “fair and equitable” test applies to classes of different priority and status (*e.g.*, secured versus unsecured; claims versus interests) and includes the general requirement that no class of claims receive more than 100% of the allowed amount of the claims in such class. As to the dissenting class, the test sets different standards that must be satisfied for the Plan to be confirmed, depending on the type of claims or interests in such class. The following sets forth the “fair and equitable” test that must be satisfied as to each type of class for a plan to be confirmed if such class rejects the Plan:

- **Secured Creditors.** Each holder of an impaired secured claim either (i) retains its liens on the property, to the extent of the allowed amount of its secured claim, and receives deferred cash payments having a value, as of the effective date of the plan, of at least the allowed amount of such secured claim, (ii) has the right to credit bid, subject to section 363(k) of the Bankruptcy Code, the amount of its claim if its property on which it has a lien is sold and retains its lien on the proceeds of the sale, or (iii) receives the “indubitable equivalent” of its allowed secured claim.
- **Unsecured Creditors.** Either (i) each holder of an impaired unsecured claim receives or retains under the plan, property of a value, as of the effective date of the plan, equal to the amount of its allowed claim or (ii) the holders of claims and interests that are junior to the claims of the dissenting class will not receive any property under the plan.
- **Interests.** Either (i) each equity interest holder will receive or retain under the plan property of a value equal to the greater of (a) the fixed liquidation preference or redemption price, if any, of such equity interest and (b) the value of the equity interest or (ii) the holders of interests that are junior to the interests of the dissenting class will not receive or retain any property under the plan.

The Debtors believe the Plan satisfies the “fair and equitable” requirement with respect to any rejecting Class.

IF ALL OTHER CONFIRMATION REQUIREMENTS ARE SATISFIED AT THE CONFIRMATION HEARING, THE DEBTORS WILL ASK THE BANKRUPTCY COURT TO RULE THAT THE PLAN MAY BE CONFIRMED ON THE GROUND THAT THE SECTION 1129(b) REQUIREMENTS HAVE BEEN SATISFIED.

3. Best Interests Test

As noted above, with respect to each impaired class of claims and equity interests, confirmation of a plan requires that each such holder either: (i) accept the plan; or (ii) receive or retain under the plan property of a value, as of the effective date of the plan, that is not less than the value such holder would receive or retain if the debtors were liquidated under chapter 7 of the Bankruptcy Code. This requirement is referred to as the “best interests test.”

This test requires a bankruptcy court to determine what the holders of allowed claims and allowed equity interests in each impaired class would receive from a liquidation of the debtor’s assets and properties in the context of a liquidation under chapter 7 of the Bankruptcy Code. To determine if a plan is in the best interests of each impaired class, the value of the distributions from the proceeds of the liquidation of the debtor’s assets and properties (after subtracting the amounts attributable to the aforesaid claims) is then compared with the value offered to such classes of claims and equity interests under the plan.

The Debtors believe that under the Plan all holders of impaired Claims and Interests will receive property with a value not less than the value such holder would receive in a liquidation under chapter 7 of the Bankruptcy Code. The Debtors’ belief is based primarily on: (i) consideration of the effects that a chapter 7 liquidation would have on the ultimate proceeds available for distribution to holders of impaired Claims and Interests; and (ii) the Liquidation Analysis attached hereto as **Exhibit D**.

The Debtors believe that any liquidation analysis is speculative, as it is necessarily premised on assumptions and estimates which are inherently subject to significant uncertainties and contingencies, many of which would be beyond the control of the Debtors. The Liquidation Analysis provided in **Exhibit D** is solely for the purpose of disclosing to holders of Claims and Interests the effects of a hypothetical chapter 7 liquidation of the Debtors, subject to the assumptions set forth therein. There can be no assurance as to values that would actually be realized in a chapter 7 liquidation nor can there be any assurance that a bankruptcy court will accept the Debtors’ conclusions or concur with such assumptions in making its determinations under section 1129(a)(7) of the Bankruptcy Code.

4. Feasibility

Section 1129(a)(11) of the Bankruptcy Code requires that a debtor demonstrate that confirmation of a plan is not likely to be followed by liquidation or the need for further financial reorganization. For purposes of determining whether the Plan meets this requirement, the Debtors have analyzed their ability to meet their obligations under the Plan. As part of this analysis, the Debtors have prepared the consolidated financial projections for the Reorganized Debtors (collectively with the reserve information, development of schedules, and financial information, the “**Financial Projections**”) for the fiscal years 2020 through 2023 (the “**Projection Period**”). The Financial Projections, and the assumptions on which they are based, are annexed hereto as **Exhibit E**. Based upon such Financial Projections, the Debtors believe they will have sufficient resources to make all payments required pursuant to the Plan and that confirmation of the Plan is not likely to be followed by liquidation or the need for further reorganization. Moreover, Article IX hereof sets forth certain risk factors that could impact the feasibility of the Plan.

The Debtors do not, as a matter of course, publish their business plans or strategies, projections or anticipated financial position. Accordingly, the Debtors do not anticipate that they will, and disclaim any obligation to, furnish updated business plans or Financial Projections to parties in interest after the Confirmation Date, or to include such information in documents required to be filed with ASIC or otherwise make such information public, unless required to do so by ASIC or other regulatory bodies. In connection with the planning and development of the Plan, the Financial Projections were prepared by the Debtors, with the assistance of their professionals, to present the anticipated impact of the Plan. The Financial Projections assume that the Plan will be implemented in accordance with its stated terms. The Financial Projections are based on forecasts of key economic variables and may be significantly impacted by, among other factors, the COVID-19 pandemic, oil and natural gas prices, expectations regarding future commodity prices, the level of activity of oil and natural gas exploration, development, and production domestically and internationally, demand for drilling services, competition and supply of competing rigs, changes in the political environment of the countries in which the Debtors operate, regulatory changes, and a variety of other factors. Consequently, the estimates and assumptions underlying the Financial Projections are inherently uncertain and are subject to material business, economic, and other uncertainties. Therefore, such Financial Projections, estimates, and assumptions are not necessarily indicative of current values or future performance, which may be significantly less or more favorable than set forth herein.

The Financial Projections should be read in conjunction with the assumptions, qualifications, and explanations set forth in the Disclosure Statement, the Plan, and the Plan Supplement (when filed), in their entirety, and the historical consolidated financial statements (including the notes and schedules thereto).

XI. ALTERNATIVES TO CONFIRMATION AND CONSUMMATION OF PLAN

The Debtors have evaluated several alternatives to the Plan. After studying these alternatives, the Debtors have concluded that the Plan is the best alternative and will maximize recoveries to parties in interest, assuming confirmation and consummation of the Plan. If the Plan is not confirmed and consummated, the alternatives to the Plan are: (i) the preparation and presentation of an alternative reorganization; (ii) the a sale of some or all of the Debtors' assets pursuant to section 363 of the Bankruptcy Code; or (iii) a liquidation under chapter 7 of the Bankruptcy Code.

Alternative Plan of Reorganization

If the Plan is not confirmed, the Debtors (or if the Debtors' exclusive period in which to file a plan of reorganization has expired, any other party in interest) could attempt to formulate a different plan. Such a plan might involve either: (i) a reorganization and continuation of the Debtors' businesses or (ii) an orderly liquidation of their assets. The Debtors, however, believe that the Plan, as described herein, enables their creditors to realize the most value under the circumstances. Additionally, there is no assurance that an alternative plan will garner the support of the Creditors' Committee.

Sale under Section 363 of the Bankruptcy Code

If the Plan is not confirmed, the Debtors could seek from the Bankruptcy Court, after notice and hearing, authorization to sell their assets under section 363 of the Bankruptcy Code. Holders of Claims in Class 3 would be entitled to credit bid, subject to the restrictions in the Bankruptcy Code, including section 363(k), on any property to which their security interest is attached, and to offset their Claims against the purchase price of the property. In addition, the security interests in the Debtors' assets held by holders of Claims in Class 3 would attach to the proceeds of any sale of the Debtors' assets. After these Claims are satisfied, the remaining funds, if any, could be used to pay holders of Claims in Classes 4A and 4B. At the outset of these chapter 11 cases, the Debtors agreed to advise the Original DIP Lenders whether a plan of reorganization or a sale under section 363 of the Bankruptcy Code was the optimal path for maximizing value. Such analysis was delivered on April 30, 2020 and concluded that a plan of reorganization would be more effective than a sale under section 363 of the Bankruptcy Code in maximizing value for all creditors. Based upon this analysis and further consideration of their alternatives, the Debtors believe that a sale of their assets under section 363 of the Bankruptcy Code would yield a significantly lower recovery for holders of Claims than the Plan. Currently, the debtors are not aware of any alternative plans of reorganization that would be confirmable under the requirements of Section 1129 of the Bankruptcy Code.

Liquidation under Chapter 7 of Bankruptcy Code

If no plan can be confirmed, the Chapter 11 Cases may be converted to cases under chapter 7 of the Bankruptcy Code in which a trustee would be elected or appointed to liquidate the assets of the Debtors for distribution to their creditors in accordance with the priorities established by the Bankruptcy Code. The effect that a chapter 7 liquidation would have on the recovery of holders of Allowed Claims and Interests is set forth in the Liquidation Analysis attached hereto as **Exhibit D**.

The Debtors believe that liquidation under chapter 7 would result in smaller distributions to creditors than those provided for in the Plan because of, among other things, the delay resulting from the conversion of the Chapter 11 Cases, the additional administrative expenses associated with the appointment of a trustee and the trustee's retention of professionals who would be required to become familiar with the many legal and factual issues in the Chapter 11 Cases, and the loss in value attributable to an expeditious liquidation of the Debtors' assets as required by chapter 7.

XII.

CONCLUSION AND RECOMMENDATION

The Debtors believe the Plan is in the best interests of all stakeholders and urge the holders of Claims in Classes 3, 4A, and 4B to vote in favor of the Plan.

Dated: November 3, 2020
Houston, Texas

Respectfully submitted,

SPEEDCAST INTERNATIONAL LIMITED, on
behalf of itself and its undersigned subsidiaries

/s/ Michael Healy

Name: Michael Healy

Title: Chief Restructuring Officer

CAPROCK COMMUNICATIONS
(AUSTRALIA) PTY LTD
CAPROCK COMMUNICATIONS PTE. LTD
CAPROCK COMUNICAÇÕES DO BRASIL
LTDA.
CAPROCK PARTICIPAÇÕES DO BRASIL
LTDA.
CAPROCK UK LIMITED
CCI SERVICES CORP.
COSMOS HOLDINGS ACQUISITION CORP.
EVOLUTION COMMUNICATIONS GROUP
LIMITED
GLOBECOMM EUROPE B.V.
GLOBECOMM NETWORK SERVICES
CORPORATION HCT ACQUISITION, LLC
HERMES DATACOMMUNICATIONS
INTERNATIONAL LIMITED
MARITIME COMMUNICATION SERVICES,
INC.
NEWCOM INTERNATIONAL, INC.
OCEANIC BROADBAND SOLUTIONS PTY
LTD
SATELLITE COMMUNICATIONS
AUSTRALIA PTY LTD
SPACELINK SYSTEMS II, LLC
SPACELINK SYSTEMS, LLC
SPEEDCAST AMERICAS, INC.
SPEEDCAST AUSTRALIA PTY LIMITED
SPEEDCAST CANADA LIMITED
SPEEDCAST COMMUNICATIONS, INC.
SPEEDCAST CYPRUS LTD.
SPEEDCAST FRANCE SAS
SPEEDCAST GROUP HOLDINGS PTY LTD
SPEEDCAST LIMITED
SPEEDCAST MANAGED SERVICES PTY
LIMITED

SPEEDCAST NETHERLANDS B.V.
SPEEDCAST NORWAY AS
SPEEDCAST SINGAPORE PTE. LTD.
SPEEDCAST UK HOLDINGS LIMITED
TELAURUS COMMUNICATIONS LLC

Exhibit A

Plan

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

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

**AMENDED JOINT CHAPTER 11 PLAN OF
SPEEDCAST INTERNATIONAL LIMITED AND ITS DEBTOR AFFILIATES**

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*Counsel for the Debtors
and Debtors in Possession*

Dated: November 3, 2020
Houston, Texas

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

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Each of SpeedCast International Limited; CapRock Communications (Australia) Pty Ltd; CapRock Communications Pte. Ltd.; CapRock Comunicações do Brasil Ltda.; CapRock Participações do Brasil Ltda.; CapRock UK Limited; CCI Services Corp.; Cosmos Holdings Acquisition Corp.; Evolution Communications Group Limited; Globecom Europe B.V.; Globecom Network Services Corporation; HCT Acquisition, LLC; Hermes Datacommunications International Limited; Maritime Communication Services, Inc.; NewCom International, Inc.; Oceanic Broadband Solutions Pty Ltd; Satellite Communications Australia Pty Ltd; SpaceLink Systems II, LLC; SpaceLink Systems, LLC; SpeedCast Americas, Inc.; SpeedCast Australia Pty Limited; Speedcast Canada Limited; SpeedCast Communications, Inc.; Speedcast Cyprus Ltd.; SpeedCast France SAS; SpeedCast Group Holdings Pty Ltd; SpeedCast Limited; SpeedCast Managed Services Pty Limited; SpeedCast Netherlands B.V.; SpeedCast Norway AS; SpeedCast Singapore Pte. Ltd.; SpeedCast UK Holdings Limited; Telaurus Communications LLC (each, a “**Debtor**” and collectively, the “**Debtors**”) proposes the following joint chapter 11 plan of reorganization pursuant to section 1121(a) of the Bankruptcy Code. Capitalized terms used herein shall have the meanings set forth in section 1.1 below.

ARTICLE I. DEFINITIONS AND INTERPRETATION.

1.1 *Definitions.*

The following terms shall have the respective meanings specified below:

Administrative Expense Claim means any Claim against a Debtor for costs and expenses of administration of the Chapter 11 Cases pursuant to sections 327, 328, 330, 365, 503(b), 507(a)(2), or 507(b) of the Bankruptcy Code, including, (i) the actual and necessary costs and expenses incurred on or after the Petition Date and through the Effective Date of preserving the Estates, operating the businesses of the Debtors, or implementing any pre-Effective Date Restructuring Transactions, (ii) Allowed Fee Claims, and (iii) Restructuring Expenses.

Allowed means, (a) with respect to any Claim, (i) any Claim, proof of which was timely and properly filed, arising on or before the Effective Date that is not Disputed, (ii) any Claim that is listed in the Schedules as not contingent, not unliquidated, and/or not disputed, and for which no contrary proof of claim has been filed, (iii) any Claim that is compromised, settled, or otherwise resolved pursuant to the authority of the Debtors or Reorganized Debtors in a Final Order, (iv) any Claim expressly allowed by a Final Order, (v) following the Effective Date, with respect to (A) Unsecured Trade Claims and (B) Other Unsecured Claims, any Claim that may otherwise be determined by the Reorganized Debtors, (vi) any Claim expressly allowed under this Plan, and (vii) any Administrative Expense Claim (A) that was incurred by a Debtor in the ordinary course of business before the Effective Date to the extent due and owing without defense, offset, recoupment, or counterclaim of any kind, and (B) that is not otherwise Disputed, and (b) with respect to any Interest, such interest is reflected in the stock transfer ledger or similar register of any of the Debtors on the Distribution Record Date and is not subject to any objection or challenge. If a Claim is Allowed only in part, any provisions hereunder with respect to Allowed Claims are applicable solely to the Allowed portion of such Claim. Notwithstanding the foregoing, unless expressly waived herein, the Allowed amount of Claims or Interests shall be subject to and shall not exceed the limitations or maximum amounts permitted by the

Bankruptcy Code, including sections 502 or 503 of the Bankruptcy Code, to the extent applicable.

Allowed SFA Secured Claim Amount means the portion of the Direct Investment Amount attributable to the Syndicated Facility Secured Claim, which shall be \$150,000,000 or such greater amount as determined pursuant to the Plan Sponsor Selection Process and indicated in the Plan Supplement.

Amended By-Laws means, with respect to a Reorganized Debtor, such Reorganized Debtor's amended or amended and restated by-laws (including any articles of association, operating agreement, limited liability company agreement, partnership agreement or similar constitutional document, if any, required under the laws of such Reorganized Debtor's jurisdiction of organization), or similar document, as applicable, in form and substance acceptable to the Plan Sponsor, a substantially final form of which shall be included in the Plan Supplement, to the extent such document contains material changes to the existing document.

Amended Certificate of Incorporation means, with respect to a Reorganized Debtor, such Reorganized Debtor's amended or amended and restated certificate of incorporation (including any memorandum of association or similar constitutional document, if any, required under the laws of such Reorganized Debtor's jurisdiction of organization), or similar document, as applicable, in form and substance acceptable to the Plan Sponsor, a substantially final form of which shall be included in the Plan Supplement, to the extent such document contains material changes to the existing document.

Amended Organizational Documents means, with respect to any Reorganized Debtor, the Amended By-Laws and Amended Certificate of Incorporation.

Asset means all of the rights, title, and interests of a Debtor in and to property of whatever type or nature, including real, personal, mixed, intellectual, tangible, and intangible property.

ASX means ASX Limited or the market operated by it, as the context requires.

Avoidance Action means any action commenced, or that may be commenced, before or after the Effective Date pursuant to chapter 5 of the Bankruptcy Code, including sections 544, 547, 548, 549, 550, or 551.

Australian Administrator means, solely with respect to Speedcast Parent, one or more Person(s) appointed, if applicable, by the board of directors of the Speedcast Parent to serve as voluntary administrator with respect to the Speedcast Parent Administration.

Australian Deed Administrator means, solely with respect to Speedcast Parent, one or more Person(s) appointed, if applicable, under the terms of a Deed of Company Arrangement to serve as deed administrator to implement the terms of the Deed of Company Arrangement.

Australian Liquidator means, solely with respect to the Speedcast Parent, any liquidator who implements the winding down, liquidation, or dissolution of Speedcast Parent, as

may be required or prudent to implement this Plan or the Restructuring Transactions under the laws of Australia.

Bankruptcy Code means title 11 of the United States Code, as amended from time to time, as applicable to these Chapter 11 Cases.

Bankruptcy Court means the United States Bankruptcy Court for the Southern District of Texas having jurisdiction over the Chapter 11 Cases and, to the extent of any reference made under section 157 of title 28 of the United States Code or if the Bankruptcy Court is determined not to have authority to enter a Final Order on an issue, the unit of such District Court having jurisdiction over the Chapter 11 Cases under section 151 of title 28 of the United States Code.

Bankruptcy Rules means the Federal Rules of Bankruptcy Procedure as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code and any local rules of the Bankruptcy Court, in each case, as amended from time to time and applicable to the Chapter 11 Cases.

Business Day means any day other than a Saturday, a Sunday, or a “legal holiday” (as defined in Bankruptcy Rule 9006(a)).

CACIB means Credit Agricole Corporate and Investment Bank.

CACIB Settlement Agreement means the Settlement Agreement (Docket No. 680-1), which was subsequently approved by the CACIB Settlement Order.

CACIB Settlement Order means the *Order (I) Authorizing and Approving the Settlement by and among the Debtors, Credit Agricole Corporate and Investment Bank and Certain Lender Parties, and (II) Granting Related Relief* (Docket No. 784).

Cash means the legal tender of the United States of America or the equivalent thereof, including bank deposits, checks, and cash equivalents, as applicable.

Cause of Action means any action, claim, cross-claim, third-party claim, cause of action, controversy, dispute, demand, right, lien, indemnity, contribution, guaranty, suit, obligation, liability, loss, debt, fee or expense, damage, interest, judgment, cost, account, defense, remedy, recovery, offset, power, privilege, proceeding, license, and franchise of any kind or character whatsoever, known, unknown, foreseen or unforeseen, existing or hereafter arising, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, direct or indirect, choate or inchoate, secured or unsecured, assertable directly or derivatively (including any alter ego theories), whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity, or pursuant to any other theory of law. For the avoidance of doubt, Cause of Action also includes: (i) any right of setoff, counterclaim, or recoupment and any claim for breach of contract or for breach of duties imposed by law or in equity; (ii) the right to object to Claims or Interests; (iii) any claim pursuant to section 362 or chapter 5 of the Bankruptcy Code; (iv) any claim or defense including fraud, mistake, duress, and usury and any other defenses set forth in section 558 of the

Bankruptcy Code; and (v) any claims under any state or foreign law, including any fraudulent transfer or similar claims.

Chapter 11 Case means, with respect to a Debtor, such Debtor's case under chapter 11 of the Bankruptcy Code commenced on April 23, 2020 in the Bankruptcy Court, jointly administered with all other Debtors' cases under chapter 11 of the Bankruptcy Code, and styled *In re SpeedCast International Limited, et al.*, Ch. 11 Case No. 20-32243 (MI).

Claim means a "claim" as defined in section 101(5) of the Bankruptcy Code, as against any Debtor.

Claims Register means the register of proofs of Claim maintained by Kurtzman Carson Consultants LLC in the Chapter 11 Cases.

Class means any group of Claims or Interests classified under the Plan pursuant to section 1122(a) of the Bankruptcy Code.

Collateral means any Asset of an Estate that is subject to a validly existing Lien securing the payment or performance of a Claim, which Lien is valid and has not been avoided under the Bankruptcy Code or applicable nonbankruptcy law.

Confirmation Date means the date on which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Cases within the meaning of Bankruptcy Rules 5003 and 9021.

Confirmation Hearing means the hearing to be held by the Bankruptcy Court regarding confirmation of this Plan and the Disclosure Statement pursuant to Bankruptcy Rule 3020(b)(2) and Section 1128 of the Bankruptcy Code, as such hearing may be adjourned or continued from time to time.

Confirmation Order means the order of the Bankruptcy Court, together with all exhibits, appendices, supplements, and related documents (i) approving the Disclosure Statement on a final basis pursuant to sections 1125 and 1126(b), and (ii) confirming this Plan pursuant to section 1129 of the Bankruptcy Code, which order shall be in form and substance reasonably satisfactory to the Plan Sponsor and the Creditors' Committee.

Corporate Restructuring means the reorganization of the Speedcast Entities' corporate structure to be implemented on or prior to the Effective Date as described in (and subject to the terms of) the Plan Sponsor Agreement, or, if not described therein, in the Plan Supplement, subject to the reasonable consent of the Plan Sponsor.

Corporate Restructuring Steps means the steps to be carried out to effectuate the Corporate Restructuring in accordance with the Plan and the Plan Sponsor Agreement and as set forth in the Plan Supplement on terms consistent in all material respects with the Plan Sponsor Agreement and this Plan, subject to the reasonable consent of the Plan Sponsor.

Corporations Act means the *Corporations Act 2001* (Cth).

Creditors' Committee means the official committee of unsecured creditors of the Debtors appointed by the U.S. Trustee in the Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code, as set forth in that certain *Verified Statement of Official Committee of Unsecured Creditors Pursuant to Bankruptcy Rule 2019* that was filed on the docket in the Chapter 11 Cases (Docket No. 506), as the composition thereof may change from time to time.

Cure Amount means the payment of Cash or the distribution of other property (as the parties may agree or the Bankruptcy Court may order) as necessary (a) to cure a monetary default by the Debtors in accordance with the terms of an executory contract or unexpired lease of the Debtors under section 365(b)(1)(A) of the Bankruptcy Code and (b) to permit the Debtors to assume such executory contract or unexpired lease under section 365(a) of the Bankruptcy Code.

Cure Dispute means a pending objection regarding assumption, cure, “adequate assurance of future performance” (within the meaning of section 365 of the Bankruptcy Code), or other issues related to assumption of an executory contract or unexpired lease.

Cure Notice means a notice of a proposed Cure Amount to be paid in connection with an executory contract or unexpired lease to be assumed or assumed and assigned under the Plan pursuant to section 365 of the Bankruptcy Code, which notice shall include (i) procedures for objecting to proposed assumptions or assumptions and assignments of executory contracts and unexpired leases, (ii) any Cure Amount to be paid in connection therewith, and (iii) procedures for resolution by the Bankruptcy Court of any related disputes.

Debtor(s) has the meaning set forth in the introductory paragraph of this Plan.

Debtor in Possession means, with respect to a Debtor, that Debtor in its capacity as a debtor in possession pursuant to sections 1101, 1107(a), and 1108 of the Bankruptcy Code.

Deed of Company Arrangement means, as may be required or prudent to implement this Plan or the Restructuring Transactions under the laws of Australia, a deed of company arrangement in respect of the Speedcast Parent proposed under Part 5.3A of the Corporations Act to give effect to the Plan and the Restructuring Transactions, if applicable.

DIP Agent means Belward Holdings, LLC, or its successor, in its capacity as administrative agent, collateral agent, and security trustee under the DIP Facility.

DIP Claim means all Claims held by DIP Lenders on account of, arising under, or relating to the DIP Credit Agreement, the DIP Facility, or the DIP Orders, including Claims for all principal amounts outstanding, interest, reasonable and documented fees, expenses, costs, and other charges of the DIP Lenders, which, for the avoidance of doubt, shall include all “DIP Obligations” as such term is defined in the DIP Orders.

DIP Credit Agreement means that certain Senior Secured Superpriority Debtor-in-Possession Term Loan Credit Agreement, dated as of September 30, 2020 by and among Speedcast Parent, SpeedCast Communications, Inc., the lenders named therein, and the DIP Agent, as the same may be amended, restated, supplemented, refinanced, replaced, or otherwise modified from time to time in accordance with the terms thereof.

DIP Documents means the “DIP Documents” as defined in the Final DIP Order.

DIP Facility means that certain debtor-in-possession financing facility provided by the DIP Lenders made available pursuant to the terms of the DIP Credit Agreement.

DIP Lenders means the lenders from time to time party to the DIP Credit Agreement.

DIP Orders means, collectively, the (i) *Interim Order (I) Authorizing Debtors to (A) Refinance Their Postpetition Financing Obligations and (B) Use Cash Collateral, (II) Amending the Interim and Final Orders, and (III) Granting Related Relief* (Docket No. 724), and (ii) the Final DIP Order.

Direct Investment means the purchase by the Plan Sponsor of New Equity Interests for the Direct Investment Amount in accordance with the Plan Sponsor Agreement.

Direct Investment Amount means the aggregate purchase price of not less than \$500,000,000 set forth in the Plan Sponsor Agreement.

Disallowed means, with respect to any Claim or Interest, that such Claim or Interest has been determined by a Final Order or specified in a provision of this Plan not to be Allowed.

Disbursing Agent means any Entity in its capacity as a disbursing agent under Section 6.6 hereof (including any Debtor, any Reorganized Debtor, or the Syndicated Facility Agent that acts in such a capacity); *provided*, that with respect to distributions to the Litigation Trust Beneficiaries, the Litigation Trustee shall distribute the Litigation Trust Proceeds as and when provided for in the Litigation Trust Agreement.

Disclosure Statement means the disclosure statement for this Plan, including all exhibits, schedules, supplements, modifications, amendments, and annexes thereto, each as amended, supplemented or modified from time to time, which is prepared and distributed in accordance with sections 1125, 1126(b), or 1145 of the Bankruptcy Code, Bankruptcy Rules 3016 and 3018, or other applicable law, which disclosure statement shall be in form and substance reasonably acceptable to the Plan Sponsor and the Creditors’ Committee.

Disputed means, with respect to a Claim, (i) any Claim which is disputed under Section 7.1 of this Plan or as to which any party in interest has interposed and not withdrawn an objection or request for estimation (pursuant to Section 7.3 of this Plan or otherwise) that has not been determined by a Final Order, (ii) any Claim, proof of which was required to be filed by order of the Bankruptcy Court but as to which a proof of Claim was not timely or properly filed, (iii) any Claim that is listed in the Schedules as unliquidated, contingent, or disputed, or (iv) any Claim that is otherwise disputed by any party in interest in accordance with applicable law or contract, which dispute has not been withdrawn, resolved, or overruled by a Final Order.

Distribution Record Date means, except as otherwise provided in the Plan or the Confirmation Order, the Effective Date.

D&O Policies means all insurance policies for directors', managers' or officers' liability that have been issued at any time on or prior to the Effective Date to any of the Debtors.

Effective Date means the date which is the first Business Day selected by the Debtors, on which (i) all conditions to the effectiveness of this Plan set forth in Section 9.1 hereof have been satisfied or waived in accordance with the terms of this Plan and (ii) no stay of the Confirmation Order is in effect.

Entity has the meaning set forth in section 101(15) of the Bankruptcy Code.

Estate(s) means, individually or collectively, the estate or estates of the Debtors created under section 541 of the Bankruptcy Code.

Equity Commitment Agreement means that certain Amended and Restated Equity Commitment Agreement, dated as of October 10, 2020, entered into by Speedcast International Limited and the Initial Plan Sponsor, as the same may be amended, restated, or otherwise modified in accordance with its terms.

Equity Interests means all Parent Interests and Interests other than Parent Interests, immediately prior to the Effective Date, including all options, warrants, and ordinary shares.

Exculpated Parties means, collectively, each in their capacities as such: (i) the Debtors; (ii) the Reorganized Debtors; (iii) the Disbursing Agent; (iv) the DIP Agent; (v) the DIP Lenders; (vi) the Creditors' Committee; (vii) each of the Creditors' Committee's current and former members (solely in their capacity as members of the Creditors' Committee); (viii) with respect to each of the foregoing Persons in clauses (i) through (vii), such Persons' respective predecessors, successors, assigns, direct and indirect subsidiaries, and affiliates; and (ix) with respect to each of the foregoing Persons in clauses (i) through (viii), such Person's officers, directors, principals, shareholders, members, partners, managers, employees, agents, financial advisors, attorneys, accountants, investment bankers, investment managers, investment advisors, consultants, representatives, and other professionals, and such Person's respective heirs, executors, estates, and nominees, in each case in their capacity as such and whether currently serving or having previously served postpetition; and (xi) any other Person entitled to the protections of section 1125(e) of the Bankruptcy Code; *provided*, that no Person listed on the Non-Released Party Exhibit shall be an Exculpated Party.

Fee Claim means any Claim for professional services rendered or costs incurred on or after the Petition Date through and including the Effective Date by Professional Persons and to the extent such fees have not been pursuant to an order of the Bankruptcy Court, paid or denied. To the extent that the Bankruptcy Court or any higher court of competent jurisdiction denies or reduces by an order any amount of a Professional Person's fees or expenses, then those reduced or denied amounts shall no longer constitute Fee Claims.

Fee Claim Escrow Account means an interest-bearing escrow account in an amount equal to the total estimated amount of Fee Claims and funded by the Debtors on or before the Effective Date.

Final DIP Order means *Final Order (I) Authorizing Debtors to (A) Refinance Their Postpetition Financing Obligations and (B) Use Cash Collateral, (II) Amending the Interim and Final Orders, and (III) Granting Related Relief* (Docket No. 777).

Final Order means an order, ruling, or judgment of the Bankruptcy Court (or other court of competent jurisdiction with respect to the relevant subject matter) which is in full force and effect and has not been reversed, modified, amended, vacated, or stayed and as to which (i) the time to appeal, petition for certiorari, or other proceedings for a new trial, reargument, reconsideration or rehearing has expired and as to which no appeal, petition for certiorari, or motion for new trial, reargument, reconsideration or rehearing is then pending or (ii) if an appeal, writ of certiorari, new trial, stay, reargument, reconsideration or rehearing thereof has been or may be sought, such order or judgment of the Bankruptcy Court (or other court of competent jurisdiction) shall have been affirmed by the highest court to which such order was appealed, or certiorari shall have been denied, or a new trial, reargument, or rehearing shall have been denied or otherwise resulted in no modification of such order, and the time to take any further appeal, petition for certiorari, or move for a new trial, stay, reargument, or rehearing shall have expired, as a result of which such order shall have become final in accordance with Bankruptcy Rule 8002; *provided*, that the possibility that a motion under Rule 59 or 60 of the Federal Rules of Civil Procedure, or any analogous Bankruptcy Rule (or any analogous rule applicable in such other court of competent jurisdiction), or section 502(j) of the Bankruptcy Code has been or may be filed relating to such order, ruling, or judgment, as applicable, shall not cause an order, ruling, or judgment, as applicable, not to be a Final Order.

Forbearance Agreement means that certain Forbearance Agreement, dated as of April 1, 2020, by and among Speedcast Parent, Speedcast Americas, Inc., Speedcast Communications, Inc. Speedcast Limited, the other Guarantors party thereto, the Syndicated Facility Agent and the lenders party thereto.

Foreign Enforcement Action means any foreign recognition, administration, scheme of arrangement, insolvency proceeding, proceeding required to enforce the Confirmation Order and/or any other order in connection with or in furtherance of approval or implementation of the Plan, or any other similar proceeding that is required to implement the Restructuring Transactions, including any necessary Speedcast Parent proceeding in Australia (including the Speedcast Parent Administration).

Governmental Unit has the meaning set forth in section 101(27) of the Bankruptcy Code.

Impaired means, with respect to a Claim, Interest, or a Class of Claims or Interests, “impaired” within the meaning of such term in sections 1123(a)(4) and 1124 of the Bankruptcy Code.

Intercompany Claim means any Claim against a Debtor held by another Debtor or by a non-Debtor affiliate of a Debtor.

Intercompany Interest means an Interest in a Debtor other than Speedcast Parent held by another Debtor or by a non-Debtor affiliate of a Debtor.

Initial Plan Sponsor means, collectively, one or more entities affiliated with Centerbridge Partners, L.P.

Interest means any equity security (as defined in section 101(16) of the Bankruptcy Code) in a Debtor, including all ordinary shares, units, common stock, preferred stock, membership interests, partnership interests, or other instruments evidencing any fixed or contingent ownership interest in any Debtor, whether or not transferable and whether fully vested or vesting in the future, including any option, warrant, or other right, contractual or otherwise, to acquire any such interest in the applicable Debtor, that existed immediately before the Effective Date.

IRS means the Internal Revenue Service.

Lien has the meaning set forth in section 101(37) of the Bankruptcy Code.

Litigation Trust means the trust established for the benefit of the holders of Other Unsecured Claims on the Effective Date in accordance with the terms of this Plan and the Litigation Trust Agreement.

Litigation Trust Agreement means the trust agreement, dated as of the Effective Date, by and among the Debtors, Reorganized Debtors, the Litigation Trustee, and any other parties thereto, as the same may be amended, modified, or supplemented from time to time in accordance with the terms thereof, that, among other things, establishes the Litigation Trust and describes the powers, duties, and responsibilities of the Litigation Trustee, substantially in the form included in the Plan Supplement and consistent with Section 5.20 of this Plan and in form and substance reasonably acceptable to the Plan Sponsor.

Litigation Trust Assets means the (i) Litigation Trust Cash Amount, and (ii) the Litigation Trust Causes of Action.

Litigation Trust Beneficiaries means the holders of Litigation Trust Interests.

Litigation Trust Cash Amount means the one-time, non-refundable payment of an amount of Cash in the amount of \$2,500,000 to be paid to the Litigation Trust on the Effective Date.

Litigation Trust Causes of Action means (i) all Causes of Actions by or on behalf of any Debtor or Debtor's Estate against (A) Non-Released Parties (and, if a Non-Released Party is a former director or officer of the Debtors, solely to the extent of available proceeds under the applicable D&O Policy), and (B) other persons to be mutually determined by the Debtors, the Plan Sponsor, and the Creditors' Committee, including Causes of Action, if any, arising under the Bankruptcy Code, state or other applicable or similar fraudulent transfer statutes, or claims arising under state or other applicable law based upon negligence, breach of fiduciary duty, lender liability, and/or other similar Causes of Action; (ii) all Causes of Action of any Debtor, the Debtors' Estates, and the Reorganized Debtors arising under any D&O Policy solely to the extent such Causes of Action are based on the Bankruptcy Code, state or other applicable or similar fraudulent transfer statutes, or claims arising under state or other applicable law based upon negligence, breach of fiduciary duty and/or other similar Causes of Action and to the extent

assignable to the Litigation Trust pursuant to the terms of the applicable D&O Policy; *provided*, that Litigation Trust Causes of Action shall not include: (x) any Causes of Action against any Released Party that is released pursuant to the Plan, and (y) Causes of Action against holders of Allowed Unsecured Trade Claims and any counterparty to an executory contract or unexpired lease under section 365(b)(1)(A) of the Bankruptcy Code that has been assumed by the Reorganized Debtors to the extent such counterparty is not otherwise a Non-Released Party.

Litigation Trust Distributable Proceeds means the Cash and any other assets of the Litigation Trust reduced to Cash net of (i) any Litigation Trust Expenses and (ii) any reserves established by the Litigation Trustee as it may determine is necessary in its sole discretion under the terms of the Litigation Trust Agreement.

Litigation Trust Expenses means any (i) fees and expenses incurred by the Litigation Trustee (including, without limitation, attorneys' fees and expenses) including for (a) the retention of Litigation Trustee Representatives and the payment of their reasonable compensation, (b) the investment of Cash by the Litigation Trustee within certain limitations, including those specified in the Plan, (c) the orderly liquidation of the Litigation Trust Assets, and (d) litigation of any Litigation Trust Causes of Action, which may include the prosecution, settlement, abandonment or dismissal of any such Litigation Trust Causes of Action; and (ii) other expenses of the Litigation Trust, including the cost of pursuing the Litigation Trust Causes of Action.

Litigation Trust Indemnified Persons means the Litigation Trustee and the Litigation Trustee Representatives, as the case may be.

Litigation Trust Interests means the non-transferable interests in the Litigation Trust, distributions from which will be made to holders of Allowed Other Unsecured Claims, in accordance with Section 5.20 of the Plan.

Litigation Trustee means the Person selected by the Creditors' Committee with the consent of the Debtors, whose consent will not be unreasonably withheld, and identified in the Plan Supplement to serve as the trustee of the Litigation Trust, and any successor thereto, appointed pursuant to the Litigation Trust Agreement.

Litigation Trustee Representatives means any current or former officers, directors, employees, attorneys, professionals, accountants, investment bankers, financial advisors, consultants, agents and other representatives retained by the Litigation Trustee pursuant to the Litigation Trust Agreement.

Local Rules means the Bankruptcy Local Rules for the United States Bankruptcy Court for the Southern District of Texas.

Management Incentive Plan means the long-term management incentive plan that shall be adopted after the Effective Date by the New Board in accordance with the Plan Sponsor Agreement.

Management Incentive Plan Interests has the meaning ascribed to such term in Section 5.11 hereof.

New Board means the initial board of directors of New Speedcast Parent as determined by the Plan Sponsor.

New Equity Interests means common equity interests of New Speedcast Parent to be issued to the Plan Sponsor pursuant to the Direct Investment and the Plan.

New Organizational Documents means any Amended Organizational Documents of New Speedcast Parent.

New Speedcast Parent means an entity which, pursuant to the transactions contemplated hereunder, shall be the direct or indirect holding company for the Speedcast Entities in accordance with (and except to the extent otherwise provided in, or determined pursuant to) the Plan Sponsor Agreement.

Non-Cash Consideration has the meaning ascribed to such term in, and shall be determined pursuant to, the Plan Sponsor Selection Procedures.

Non-Released Party means any Persons to be determined by the Debtors, the Plan Sponsor, and the Creditors' Committee pursuant to the procedures set forth in the "Non-Released Party Exhibit."

Non-Released Party Exhibit means the exhibit to be filed as part of the Plan Supplement, and as amended at the Confirmation Hearing pursuant to the process described herein; *provided that* the Non-Released Party Exhibit shall not include (i) the Debtors, (ii) the Reorganized Debtors, (iii) the Initial Plan Sponsor, (iv) the Plan Sponsor; (v) any direct or indirect subsidiary or affiliate of the Debtors; (vi) any current director, officer, member, shareholder, or employee, or any direct or indirect subsidiary or affiliate, of any of the Persons described in the preceding clauses (i) through (v); or (vii) any former director, officer, member, shareholder, or employee, of UltiSat Inc. and its direct and indirect subsidiaries. The Non-Released Party Exhibit shall include only those parties that the Debtors, in the exercise of their fiduciary duties, and the Plan Sponsor agree should be placed on such list. If at the time of filing of the Non-Released Party Exhibit, the Debtors or the Plan Sponsor do not agree as to who should be placed on the Non-Released Party Exhibit, the Plan Supplement shall contain two documents: first, the Non-Released Party Exhibit, which will list any parties as agreed by the Creditors' Committee, the Debtors and the Plan Sponsor, and second, the Additional Party List, which will list any additional parties that the Creditors' Committee believes should be on the Non-Released Party Exhibit. At the Confirmation Hearing, the Debtors or the Plan Sponsor, as applicable, shall be required to present argument as to why the parties on the "Additional Party List" should be exculpated and/or released, and the Creditors' Committee (and any other party that would like) shall be required to present argument as to why such Party should be on the Non-Released Party Exhibit. The Bankruptcy Court shall make the decision, at the Confirmation Hearing, with regard to which, if any, of the parties on the Additional Party List shall be added to the Non-Released Party Exhibit.

Other Priority Claim means any Claim against a Debtor other than an Administrative Expense Claim, a DIP Claim, or a Priority Tax Claim that is entitled to priority of payment as specified in section 507(a) of the Bankruptcy Code.

Other Secured Claim means any Secured Claim against a Debtor other than a Priority Tax Claim, a DIP Claim, or a Syndicated Facility Secured Claim.

Other Unsecured Claims means any Claim against the Debtors (other than an Intercompany Claim) that is (i) not an Administrative Expense Claim, Fee Claim, Priority Tax Claim, Other Priority Claim, Other Secured Claim, DIP Claim, Syndicated Facility Secured Claim, or Unsecured Trade Claim, or (ii) otherwise determined by the Bankruptcy Court to be an Other Unsecured Claim. For the avoidance of doubt, the Syndicated Facility Deficiency Claims shall be deemed Other Unsecured Claims.

Parent Interests means all Interests in Speedcast Parent immediately prior to the Effective Date, including all options, warrants, and ordinary shares.

Person has the meaning set forth in section 101(41) of the Bankruptcy Code.

Petition Date means April 23, 2020.

Plan means this joint chapter 11 plan, including all appendices, exhibits, schedules, and supplements hereto (including any appendices, schedules, and supplements to this Plan that are contained in the Plan Supplement), as may be amended, supplemented or modified from time to time in accordance with the Bankruptcy Code and the terms hereof and in a manner reasonably acceptable to the Plan Sponsor.

Plan Distribution means the payment or distribution of consideration to holders of Allowed Claims and Allowed Interests under this Plan.

Plan Document means any document, other than this Plan, to be executed, delivered, assumed, or performed in connection with the occurrence of the Effective Date, including the Confirmation Order, the Plan Sponsor Agreement and any exhibits thereto, the Amended Organizational Documents, any documentation required in connection with the Litigation Trust, Corporate Restructuring, Corporate Restructuring Steps, Restructuring Transactions, any Speedcast Parent Administration or any other Foreign Enforcement Action, and any other document included in the Plan Supplement, each reasonably acceptable to the Plan Sponsor and the Creditors' Committee, unless otherwise provided herein; *provided* that except to the extent a provision in any Plan Document adversely and disproportionately impacts (a) the treatment of holders of Other Unsecured Claims or Unsecured Trade Claims under the Plan, the Confirmation Order, or the Litigation Trust Agreement, or (b) recovery levels or distributions to holders of Other Unsecured Claims or Unsecured Trade Claims, such provision shall be deemed reasonably acceptable to the Creditors' Committee.

Plan Sponsor means the Initial Sponsor or any Successful Plan Sponsor, if different than the Initial Plan Sponsor, that is selected in the Plan Sponsor Selection Process.

Plan Sponsor Agreement means either (i) the Equity Commitment Agreement with the Initial Sponsor or (ii) such other agreement for the Direct Investment on terms agreed to by the Successful Plan Sponsor and the Debtors, in consultation with the Creditors' Committee, and negotiated and selected in accordance with the Plan Sponsor Selection Process.

Plan Sponsor Selection Process means the process for identifying and selecting a Plan Sponsor as that process is set forth in Exhibit 5 to the Order (i) *Scheduling Combined Hearing on (a) Adequacy of Disclosure Statement and (b) Confirmation of Plan;* (ii) *Conditionally Approving Disclosure Statement;* (iii) *Approving Solicitation Procedures and Form and Manner of Notice of Combined Hearing and Objection Deadline;* (iv) *Fixing Deadline to Object to Disclosure Statement and Plan;* (v) *Approving Notice and Objection Procedures for the Assumption of Executory Contracts and Unexpired Leases;* (vi) *Authorizing Performance Under the Plan Sponsor Selection Procedures;* and (vii) *Granting Related Relief* entered by the Bankruptcy Court on November 2, 2020 (Docket No. 896) (the “**Plan Sponsor Selection Procedures**”).

Plan Supplement means a supplement or supplements to this Plan containing certain substantially final forms of documents relevant to the implementation of this Plan, to be filed with the Bankruptcy Court prior to the Confirmation Hearing, which shall include (i) the New Organizational Documents and any other Amended Organizational Documents (to the extent such other Amended Organizational Documents reflect material changes from the Debtors’ existing organizational documents and bylaws); (ii) the slate of directors to be appointed to the New Board, to the extent known and determined; (iii) with respect to the members of the New Board, to the extent known and determined, information required to be disclosed in accordance with section 1129(a)(5) of the Bankruptcy Code; (iv) the Corporate Restructuring Steps; (v) the form of Litigation Trust Agreement, including the selection of the Litigation Trustee; (vi) the schedule of retained Causes of Action to be vested in the Litigation Trust, New Speedcast Parent and/or the other Reorganized Debtors as provided herein; (vii) the Schedule of Assumed Contracts and Leases; (viii) the Non-Released Party Exhibit; and (ix) to the extent applicable, the Additional Party List; *provided*, that, through the Effective Date, the Debtors shall have the right to amend documents included in, and exhibits to, the Plan Supplement or amendments thereto in accordance with the terms of (and subject to the consent rights provided in) this Plan.

Prepetition Lender means a holder of Prepetition Loans.

Prepetition Loans means the Loans under and as defined in the Syndicated Facility Agreement, including, for the avoidance of doubt, the New Incremental Term Loans (as defined in the Incremental Assumption and Amendment Agreement, dated as of October 16, 2018).

Prepetition Secured Parties means the Prepetition Lenders, the Prepetition Agent (as defined in the Syndicated Facility Agreement) and all other holders of Syndicated Facility Secured Claims under the Syndicated Facility Agreement and related documents.

Priority Tax Claim means any Claim of a Governmental Unit of the kind entitled to priority in payment under sections 502(i) and 507(a)(8) of the Bankruptcy Code.

Pro Rata means the proportion that an Allowed Claim or Allowed Interest in a particular Class bears to the aggregate amount of Allowed Claims or Allowed Interests in that Class.

Professional Person means any Person retained by order of the Bankruptcy Court in connection with these Chapter 11 Cases pursuant to sections 327, 328, 330, 331, 503(b), or 1103 of the Bankruptcy Code, excluding any ordinary course professional retained pursuant to an order of the Bankruptcy Court.

Reinstated or Reinstatement means (a) leaving unaltered the legal, equitable, and contractual rights to which a Claim entitles the holder of such Claim in accordance with section 1124 of the Bankruptcy Code, or (b) if applicable under section 1124 of the Bankruptcy Code: (i) curing all prepetition and postpetition defaults other than defaults relating to the insolvency or financial condition of the applicable Debtor or its status as a debtor under the Bankruptcy Code; (ii) reinstating the maturity date of the Claim; (iii) compensating the holder of such Claim for damages incurred as a result of its reasonable reliance on a contractual provision or such applicable law allowing the Claim's acceleration; and (iv) not otherwise altering the legal, equitable or contractual rights to which the Claim entitles the holder thereof.

Released Parties means, collectively, and in each case solely in their capacities as such: (i) the Debtors; (ii) the Reorganized Debtors; (iii) the Debtors' non-Debtor affiliates; (iv) the DIP Lenders; (v) the Prepetition Lenders who vote in favor of the Plan; (vi) the Creditors' Committee; (vii) each of the Creditors' Committee's current and former members (solely in their capacity as members of the Creditors' Committee); (viii) the DIP Agent; (ix) the Disbursing Agent; (x) the Initial Plan Sponsor; (xi) with respect to each of the foregoing, where any of the foregoing is an investment manager or advisor for a beneficial holder, such beneficial holder; (xii) with respect to each of the foregoing Persons in clauses (i) through (xi), each of their affiliates, predecessors, successors, assigns, direct and indirect subsidiaries, affiliated investment funds or investment vehicles, managed accounts, funds and other entities, investment advisors, sub-advisors and managers with discretionary authority; and (xiii) with respect to each of the foregoing Persons in clauses (i) through (xii), each of their respective current and former officers and directors, principals, equity holders, members, partners, managers, employees, subcontractors, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, and such Person's respective heirs, executors, estates, servants, and nominees, in each case in their capacity as such; *provided*, that notwithstanding anything to the contrary herein, "Released Parties" shall not include any Non-Released Parties listed on the Non-Released Party Exhibit.

Releasing Parties means, collectively, and in each case solely in their capacities as such: (i) the holders of all Claims or Interests that vote to accept the Plan, (ii) the holders of all Claims whose vote to accept or reject the Plan is solicited but that do not vote either to accept or to reject the Plan, (iii) the holders of all Claims that vote on, or are deemed to reject, the Plan, but do not opt out (in writing) of granting the releases set forth herein, (iv) the holders of all Claims and Interests, including any Claims or Interests that are Unimpaired, that were given notice of the opportunity to opt out of granting the releases set forth herein but did not opt out, and (v) the Released Parties.

Reorganized Debtors means the Debtors, as reorganized as of the Effective Date in accordance with this Plan, and, unless otherwise specified, New Speedcast Parent.

Restructuring means the financial and operational restructuring of the Debtors, the principal terms of which are set forth in this Plan and the Plan Supplement and which shall be implemented in accordance with (and subject to the consent rights set forth in) the Plan Sponsor Agreement.

Restructuring Expenses means out-of-pocket expenses reasonably incurred by the Initial Plan Sponsor or its affiliates whether prior to or after the date hereof, including (a) all reasonable and documented fees, out-of-pocket expenses and costs relating to the Chapter 11 Cases, (b) all reasonable and documented fees and expenses incurred in connection with the Chapter 11 Cases by the Initial Plan Sponsor or its affiliates, whether prior to or after the date hereof, including the fees and expenses of (i) Wachtell, Lipton, Rosen & Katz, Vinson & Elkins LLP, and MinterEllison, and (ii) any other local legal counsel or other advisors in any foreign jurisdictions and/or board consultants reasonably retained by the Plan Sponsor, payable in accordance with the terms of any applicable engagement or fee letters executed with such parties and without the requirement for the filing of retention applications, fee applications, or any other application in the Chapter 11 Cases; and (c) all reasonable and documented fees, costs or expenses payable in accordance with the Plan Support Agreement, each of which shall be Allowed as Administrative Expense Claims upon incurrence and shall not be subject to any offset, defense, counterclaim, reduction, or credit payable in accordance with the DIP Orders.

Restructuring Transactions means one or more transactions to occur, which shall include and, to the extent applicable, be consummated in accordance with the Corporate Restructuring Steps, on or prior to the Effective Date or as soon as reasonably practicable thereafter, that may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan, including (i) the execution and delivery of appropriate agreements or other documents containing terms that are consistent with or reasonably necessary to implement the terms of this Plan and that satisfy the requirements of applicable law; (ii) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any property, right, liability, duty, or obligation on terms consistent with the terms of the Plan; (iii) any transaction required in connection with a Foreign Enforcement Action; and (iv) all other actions that the Debtor or Reorganized Debtors, as applicable, determine are reasonably necessary or appropriate and that are not inconsistent with the Plan or the Plan Sponsor Agreement, subject, in the case of each of clauses (i) through (iv), to the terms of the Plan Sponsor Agreement (including the applicable consent and approval rights thereunder) and to the extent not addressed therein, the reasonable consent of the Plan Sponsor.

Schedule of Assumed Contracts and Leases means the schedule of executory contracts and unexpired leases to be assumed by the Debtors, if any, to be filed as part of the Plan Supplement.

Schedules means, the schedules of assets and liabilities, statements of financial affairs, lists of holders of Claims and Interests, and all amendments or supplements thereto filed by the Debtors with the Bankruptcy Court.

Secured Claim means a Claim to the extent (i) secured by a Lien on property of a Debtor's Estate, the amount of which is equal to or less than the value of such property (a) as set forth in this Plan, (b) as agreed to by the holder of such Claim and the Debtors, or (c) as

determined by a Final Order in accordance with section 506(a) of the Bankruptcy Code or (ii) subject to any setoff right of the holder of such Claim under section 553 of the Bankruptcy Code.

Security means any “security” as such term is defined in section 101(49) of the Bankruptcy Code.

SFA Loan Documents means the “Loan Documents” as defined in the Syndicated Facility Agreement.

SFA Loan Parties means each borrower and guarantor under the Syndicated Facility Agreement.

SFA Secured Claim Cash Pool means an amount of Cash equal to (x) the Allowed SFA Secured Claim Amount, minus (y) any Non-Cash Consideration.

Speedcast Entities means Speedcast Parent together with its Debtor and non-Debtor direct and indirect subsidiaries.

Speedcast Parent means SpeedCast International Limited.

Speedcast Parent Administration means, as may be required or prudent to implement this Plan or the Restructuring Transactions under the laws of Australia, a voluntary administration of Speedcast Parent under Part 5.3A of the *Corporations Act 2001* (Cth) involving the appointment of a voluntary administrator under the laws of Australia and the execution and approval of a Deed of Company Arrangement under the laws of Australia to be implemented by a deed administrator.

Speedcast Parent Liquidation means, as may be required or prudent to implement this Plan or the Restructuring Transactions under the laws of Australia, a voluntary winding up of Speedcast Parent under Part 5.5 of the *Corporations Act 2001* (Cth) involving the appointment of a liquidator under the laws of Australia and the winding down of Speedcast Parent, subject to the terms of the Equity Commitment Agreement.

Speedcast Parent Budget means an amount set forth in the Plan Supplement to be agreed between the Debtors and the Plan Sponsor for the purpose of effectuating the Plan and any other proceedings with respect to Speedcast Parent.

Subordinated Claim means any Claim that is subject to (i) subordination under section 510(b) of the Bankruptcy Code or (ii) equitable subordination as determined by the Bankruptcy Court in an order that is not subject to any stay of enforcement, including any Claim for or arising from the rescission of a purchase, sale, issuance, or offer of a Security of any Debtor; for damages arising from the purchase or sale of such a Security; or for reimbursement, indemnification, or contribution allowed under section 502 of the Bankruptcy Code on account of such Claim.

Successful Plan Sponsor means the Initial Plan Sponsor or such other entity or entities selected pursuant to the Plan Sponsor Selection Process by the Debtors, in consultation

with the Creditors' Committee, to sponsor and consummate this Plan through the Direct Investment and the Plan Sponsor Agreement.

Syndicated Facility Agent means Black Diamond Commercial Finance, L.L.C., in its capacity as administrative agent, collateral agent and security trustee under the Syndicated Facility Agreement, and together with any of its successors in such capacity.

Syndicated Facility Agreement means that certain Syndicated Facility Agreement, dated as of May 15, 2018 (as amended, restated, supplemented or otherwise modified from time to time), by and among Speedcast Parent and certain of its subsidiaries, as borrowers, the lenders party thereto from time to time, and the Syndicated Facility Agent.

Syndicated Facility Claim means any Claim arising under or related to the Syndicated Facility Agreement, and the Collateral Documents (as defined in the Syndicated Facility Agreement), plus any unpaid accrued interest, other fees, and unpaid reasonable fees and expenses as of the Petition Date (other than in respect of any Letters of Credit issued thereunder and cash collateralized pursuant to Section 5.4(d) of this Plan). For the avoidance of doubt, CACIB's Claim in an amount of \$23,003,008 shall be included as a Syndicated Facility Claim and is deemed Allowed, and was deemed Allowed pursuant to the CACIB Settlement Order.

Syndicated Facility Deficiency Claim means, as determined in accordance with section 506(a) of the Bankruptcy Code, the unsecured portion of any Allowed Syndicated Facility Claim, which shall be in an amount equal to the greater of (i)(a) the Allowed Syndicated Facility Claims against the applicable Debtor SFA Loan Party, minus (b) the amount of such Allowed Syndicated Facility Secured Claim that is determined to be secured and (ii) zero.

Syndicated Facility Secured Claim means, any Claim arising under or related to the Syndicated Facility Agreement, and the Collateral Documents (as defined in the Syndicated Facility Agreement), secured by a valid, perfected, and enforceable Lien on collateral to the extent of the value of such collateral, as determined in accordance with section 506(a) of the Bankruptcy Code (other than in respect of any Letters of Credit issued thereunder and cash collateralized pursuant to Section 5.4(d) of this Plan).

Tax Code means the Internal Revenue Code of 1986, as amended.

Trade Claim Cash Amount means the amount to be paid on the Effective Date, or as soon as reasonably practicable thereafter, to holders of Allowed Unsecured Trade Claims, which shall be in an amount equal to \$25,000,000.

Unimpaired means, with respect to a Claim, Interest, or Class of Claims or Interests, not "impaired" within the meaning of such term in sections 1123(a)(4) and 1124 of the Bankruptcy Code.

Unsecured Trade Claims means any Allowed unsecured trade vendor claims against the Debtors held by trade vendors crucial to the Debtors' businesses.

U.S. Trustee means the United States Trustee for Region 7.

Voting Deadline means December 8, 2020 at 5:00 p.m. (prevailing Central Time), or such other date and time as may be set by the Bankruptcy Court by which all Persons or Entities entitled to vote on the Plan must vote to accept or reject the Plan.

1.2 Interpretation; Application of Definitions; Rules of Construction.

Unless otherwise specified, all section or exhibit references in this Plan are to the respective section in or exhibit to this Plan, as the same may be amended, waived, or modified from time to time. The words “herein,” “hereof,” “hereto,” “hereunder,” and other words of similar import refer to this Plan as a whole and not to any particular section, subsection, or clause contained therein and have the same meaning as “in this Plan,” “of this Plan,” “to this Plan,” and “under this Plan,” respectively. The words “includes” and “including” are not limiting and shall be deemed to be followed by the words “without limitation.” The headings in this Plan are for convenience of reference only and shall not limit or otherwise affect the provisions hereof. For purposes herein: (a) in the appropriate context, each term, whether stated in the singular or plural, shall include both the singular and plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (b) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; and (c) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be.

1.3 Reference to Monetary Figures.

All references in this Plan to monetary figures shall refer to the legal tender of the United States of America unless otherwise expressly provided.

1.4 Controlling Document.

In the event of an inconsistency between this Plan and the Plan Supplement, the terms of the relevant document in the Plan Supplement shall control unless otherwise specified in such Plan Supplement document or instrument. In the event of an inconsistency between this Plan and any other instrument or document created or executed pursuant to this Plan, or between this Plan and the Disclosure Statement, this Plan shall control. The provisions of this Plan and of the Confirmation Order shall be construed in a manner consistent with each other so as to effectuate the purposes of each; *provided*, that if there is determined to be any inconsistency between any provision of this Plan and any provision of the Confirmation Order that cannot be so reconciled, then, solely to the extent of such inconsistency, the provisions of the Confirmation Order shall govern, and any such provisions of the Confirmation Order shall be deemed a modification of this Plan.

ARTICLE II. ADMINISTRATIVE EXPENSE CLAIMS, FEE CLAIMS, AND PRIORITY TAX CLAIMS.

2.1 Administrative Expense Claims.

Except as otherwise set forth herein, and except to the extent that a holder of an Allowed Administrative Expense Claim and the Debtors or Reorganized Debtors, as applicable,

agree to different treatment, on the later of the Effective Date and the date on which such Administrative Expense Claim becomes an Allowed Claim, or, in each case, as soon thereafter as is reasonably practicable, each holder of an Allowed Administrative Expense Claim (other than a Fee Claim, a DIP Claim, or a Restructuring Expense) shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for such Allowed Administrative Expense Claim, Cash in an amount equal to the Allowed amount of such Claim; *provided*, that Allowed Administrative Expense Claims that arise in the ordinary course of the Debtors' business, as Debtors in Possession, shall be paid by the Debtors, or the Reorganized Debtors, as applicable, in the ordinary course of business, consistent with past practice and in accordance with the terms and subject to the conditions of any orders or agreements governing, instruments evidencing, or other documents relating to such transactions, without further actions by holders of such Allowed Administrative Expense Claims or further approval by the Bankruptcy Court. For the avoidance of doubt, Professional Persons shall not be required to file a request for payment of Fee Claims as an Administrative Expense Claim, but such Professional Persons shall instead file fee applications as provided in section 2.2 hereof.

2.2 Fee Claims.

(a) All Professional Persons seeking awards by the Bankruptcy Court of compensation for services rendered or reimbursement of expenses incurred through and including the Effective Date under sections 327, 328, 330, 331, 503(b)(2)-(6), or 1103 of the Bankruptcy Code shall (i) file, on or before the date that is forty-five (45) days after the Effective Date, their respective applications for final allowances of compensation for services rendered and reimbursement of expenses incurred and (ii) be paid in full, in Cash, in such amounts as are Allowed by the Bankruptcy Court in accordance with the order(s) relating to or allowing any such Fee Claim. The Reorganized Debtors shall be authorized to pay compensation for professional services rendered after the Effective Date in the ordinary course and without the need for Bankruptcy Court approval.

(b) On or before the Effective Date, the Debtors shall establish and fund the Fee Claim Escrow Account with Cash equal to the Professional Persons' good faith estimates of the Fee Claims in accordance with the DIP Orders. Funds held in the Fee Claim Escrow Account shall not be considered property of the Debtors' Estates or property of the Reorganized Debtors, but shall revert to the Reorganized Debtors only after all Fee Claims now or hereafter Allowed, by the Bankruptcy Court have been paid in full. The Fee Claim Escrow Account shall be held in trust for Professional Persons and for no other parties until all Fee Claims Allowed by the Bankruptcy Court have been paid in full. Fee Claims shall be paid in full, in Cash, in such amounts as are allowed by the Bankruptcy Court (i) on the date upon which a Final Order relating to any such Allowed Fee Claim is entered or (ii) on such other terms as may be mutually agreed upon between the holder of such Allowed Fee Claim and the Reorganized Debtors. The Reorganized Debtors' obligations with respect to the Fee Claims shall not be limited nor deemed limited to the balance of funds held in the Fee Claim Escrow Account. To the extent that funds held in the Fee Claim Escrow Account are insufficient to satisfy the amount of accrued Fee Claims owing to the Professional Persons, such Professional Persons shall have an Allowed Administrative Expense Claim for such deficiency, which shall be satisfied in accordance with section 2.1 of this Plan (without the need for any affected Professional Persons to file a separate request for payment of an Administrative Expense Claim). No Liens, claims, or interests shall

encumber the Fee Claim Escrow Account in any way, other than customary liens in favor of the depository bank at which the Fee Claims Escrow Account is maintained.

(c) Any objections to the Fee Claims shall be served and filed (i) no later than twenty-one (21) days after the filing of the final applications for compensation or reimbursement, or (ii) such later date as ordered by the Bankruptcy Court upon a motion of the Reorganized Debtors.

2.3 *Priority Tax Claims.*

Except to the extent that a holder of an Allowed Priority Tax Claim and the Debtors or Reorganized Debtors, as applicable, agree to different treatment, on the later of the Effective Date and the date on which such Priority Tax Claim becomes an Allowed Claim, or, in each case, as soon thereafter as is reasonably practicable, each holder of an Allowed Priority Tax Claim shall receive, at the option of the Debtors, the Reorganized Debtors, or the Australian Administrator(s) or Australian Deed Administrators, as applicable, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for such Allowed Priority Tax Claim, (i) Cash in an amount equal to the Allowed amount of such Claim, or (ii) equal annual installment payments in Cash (x) beginning on the Effective Date or as soon thereafter as reasonably practicable, or such later date as the Claim is due in the ordinary course over a period ending not later than five (5) years after the Petition Date, together with interest at the applicable non-bankruptcy rate as of the Confirmation Date, subject to the sole option of the Reorganized Debtors to prepay the entire amount of the Allowed Priority Tax Claim and (y) in a manner not less favorable than the most favored non-priority unsecured claim provided for by this Plan; *provided*, that Allowed Priority Tax Claims that arise in the ordinary course of the Debtors' business, as Debtors in Possession, shall be paid by the Debtors, the Reorganized Debtors, or the Australian Administrator(s) or Australian Deed Administrators, each as applicable, in the ordinary course of business, consistent with past practice and in accordance with the terms and subject to the conditions of any orders or agreements governing, instruments evidencing, or other documents relating to such transactions, without further actions by holders of such Priority Tax Claims or further approval by the Bankruptcy Court.

2.4 *DIP Claims.*

(a) As of the Effective Date, the DIP Claims shall be deemed Allowed in the full amount of "Obligations" (as defined in the DIP Credit Agreement) outstanding under the DIP Credit Agreement, including principal, interest, fees, expenses and non-contingent indemnification obligations described therein. On the Effective Date, in full and final satisfaction, settlement, release, and discharge of, and in exchange for each Allowed DIP Claim, each such Allowed DIP Claim shall be paid in full in Cash by the Debtors.

(b) On the later of (1) the Effective Date and (2) the date on which such fees, expenses, or disbursements would be required to be paid under the terms of the DIP Orders, the Debtors or Reorganized Debtors (as applicable) shall pay all other fees, expenses, and disbursements of the DIP Agent and DIP Lenders, in each case that are required to be paid under or pursuant to the DIP Orders.

2.5 *CACIB Claim.*

CACIB's Claim of \$800,000, referred to as the Priority Recovery Amount in the CACIB Settlement Agreement, is deemed Allowed, and was deemed Allowed pursuant to the CACIB Settlement Order. On the Effective Date, CACIB shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for the Priority Recovery Amount, Cash in an amount of \$800,000.

ARTICLE III. CLASSIFICATION OF CLAIMS AND INTERESTS.

3.1 *Classification in General.*

A Claim or an Interest is classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Interest qualifies within the description of such other Classes. A Claim or Interest is placed in a particular Class for all purposes, including voting, confirmation, and distribution under this Plan and under sections 1122 and 1123(a)(1) of the Bankruptcy Code; *provided*, that a Claim or Interest is placed in a particular Class for the purpose of receiving distributions pursuant to this Plan only to the extent that such Claim or Interest is an Allowed Claim or Allowed Interest in that Class and such Claim or Interest has not been satisfied, released, or otherwise settled prior to the Effective Date.

3.2 *Formation of Debtor Groups for Convenience Only.*

This Plan groups the Debtors together solely for the purpose of describing treatment under this Plan, confirmation of this Plan, and making Plan Distributions in respect of Claims against and Interests in the Debtors under this Plan. Such groupings shall not affect any Debtor's status as a separate legal entity, change the organizational structure of the Debtors' business enterprise, constitute a change of control of any Debtor for any purpose, cause a merger or consolidation of any legal entities, or cause the transfer of any Assets. Except as otherwise provided or permitted under this Plan, this Plan is not premised upon and shall not cause the substantive consolidation of the Debtors or any non-Debtor affiliate, and, all Debtors shall continue to exist as separate legal entities unless otherwise contemplated in the Corporate Restructuring.

3.3 *Summary of Classification of Claims and Interests.*

The following table designates the Classes of Claims against and Interests in the Debtors and specifies which Classes are: (a) Impaired and Unimpaired under this Plan; (b) entitled to vote to accept or reject this Plan in accordance with section 1126 of the Bankruptcy Code, and (c) deemed to accept or reject this Plan:

<u>Class</u>	<u>Type of Claim or Interest</u>	<u>Impairment</u>	<u>Entitled to Vote</u>
Class 1	Other Priority Claims	Unimpaired	No (Deemed to accept)

<u>Class</u>	<u>Type of Claim or Interest</u>	<u>Impairment</u>	<u>Entitled to Vote</u>
Class 2	Other Secured Claims	Unimpaired	No (Deemed to accept)
Class 3	Syndicated Facility Secured Claims	Unimpaired	Yes ²
Class 4A	Unsecured Trade Claims	Impaired	Yes
Class 4B	Other Unsecured Claims	Impaired	Yes
Class 5	Intercompany Claims	Unimpaired	No (Deemed to accept)
Class 6	Subordinated Claims	Impaired	No (Deemed to reject)
Class 7	Parent Interests	Impaired	No (Deemed to reject)
Class 8	Intercompany Interests	Unimpaired / Impaired	No (Deemed to accept/reject)

3.4 *Special Provisions Concerning Unimpaired Claims.*

Except as otherwise explicitly provided in this Plan, nothing herein shall affect the rights of the Reorganized Debtors in respect of any Unimpaired Claim, including all rights in respect of the legal and equitable defenses to, or setoffs or recoupments against, any such Unimpaired Claims.

3.5 *Separate Classification of Other Secured Claims.*

Although all Other Secured Claims have been placed in one Class for purposes of nomenclature within this Plan, each Other Secured Claim, to the extent secured by a Lien on Collateral different from the Collateral securing another Other Secured Claim, shall be treated as being in a separate sub-Class for the purposes of receiving Plan Distributions.

3.6 *Elimination of Vacant Classes.*

Any Class that, as of the commencement of the Confirmation Hearing, does not have at least one holder of a Claim or Interest that is Allowed in an amount greater than zero for voting purposes shall be considered vacant, deemed eliminated from this Plan for purposes of voting to accept or reject this Plan, and disregarded for purposes of determining whether this Plan satisfies section 1129(a)(8) of the Bankruptcy Code with respect to such Class. Any Claim or Interest in a Class that is considered vacant under this Plan shall receive no Plan Distribution.

3.7 *Voting Classes; Presumed Acceptance by Non-Voting Classes*

If a Class contains Claims eligible to vote and no holder of Claims eligible to vote in such Class votes to accept or reject the Plan, the Plan shall be presumed accepted by the holders of such Claims in such Class.

² The Debtors are soliciting votes to accept or reject the Plan from holders of Syndicated Facility Secured Claims to the extent Class 3 is determined to be Impaired under the Plan by the Bankruptcy Court. The Debtors reserve all rights to the extent Class 3 is determined to be Impaired.

3.8 *Voting; Presumptions; Solicitation*

(a) Acceptance by Certain Impaired Classes. Only holders of Allowed Claims in Classes 3,³ 4A, and 4B are entitled to vote to accept or reject this Plan. An Impaired Class of Claims shall have accepted this Plan if (i) the holders of at least two-thirds (2/3) in amount of the Allowed Claims actually voting in such Class have voted to accept this Plan and (ii) the holders of more than one-half (1/2) in number of the Allowed Claims actually voting in such Class have voted to accept this Plan. Holders of Claims in Classes 3, 4A, and 4B will receive ballots containing detailed voting instructions.

(b) Deemed Acceptance by Unimpaired Classes. Holders of Claims or Interests in Classes 1, 2, 5, and, to the extent holders of Interests in Class 8 are Unimpaired by the Plan, Class 8 are conclusively deemed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Accordingly, such holders are not entitled to vote to accept or reject this Plan.

(c) Deemed Rejection by Impaired Classes. Holders of Claims or Interests in Classes 6, 7, and, to the extent holders of Interests in Class 8 are Impaired by the Plan, Class 8 are conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Accordingly, such holders are not entitled to vote to accept or reject this Plan.

3.9 *Cramdown.*

If any Class is deemed to reject this Plan or is entitled to vote on this Plan and does not vote to accept this Plan, the Debtors may (i) seek confirmation of this Plan under section 1129(b) of the Bankruptcy Code or (ii) subject to Section 12.1, amend or modify this Plan in accordance with the terms hereof and the Bankruptcy Code. If a controversy arises as to whether any Claims or Interests, or any class of Claims or Interests, are Impaired, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the Confirmation Date.

3.10 *No Waiver.*

Nothing contained in this Plan shall be construed to waive a Debtor's or other Person's right to object on any basis to any Claim.

ARTICLE IV. TREATMENT OF CLAIMS AND INTERESTS.

4.1 *Class 1: Other Priority Claims.*

(a) Treatment: The legal, equitable, and contractual rights of the holders of Allowed Other Priority Claims are unaltered by this Plan. Except to the extent that a holder of an Allowed Other Priority Claim agrees to different treatment in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Other Priority Claim, on

³ The Debtors are soliciting votes to accept or reject the Plan from holders of Syndicated Facility Secured Claims to the extent Class 3 is determined to be Impaired under the Plan by the Bankruptcy Court.

the later of the Effective Date and the date that is ten (10) Business Days after the date such Other Priority Claims becomes an Allowed Claim, or, in each case, as soon as reasonably practicable thereafter, each holder of an Allowed Other Priority Claim shall receive, on account of such Allowed Claim, (i) Cash in an amount equal to the Allowed amount of such Claim, or (ii) other treatment consistent with the provisions of 1129 of the Bankruptcy Code; *provided*, that Allowed Other Priority Claims that arise in the ordinary course of the Debtors' business, shall be paid by the Debtors or the Reorganized Debtors, as applicable, in the ordinary course of business, consistent with past practice and in accordance with the terms and subject to the conditions of any orders or agreements governing, instruments evidencing, or other documents establishing, such liabilities without further actions by holders of such Other Priority Claims or further approval by the Bankruptcy Court.

(b) Impairment and Voting: Allowed Other Priority Claims are Unimpaired. In accordance with section 1126(f) of the Bankruptcy Code, the holders of Allowed Other Priority Claims are conclusively presumed to accept this Plan and are not entitled to vote to accept or reject this Plan, and the votes of such holders will not be solicited with respect to such Allowed Other Priority Claims.

4.2 Class 2: Other Secured Claims.

(a) Treatment: The legal, equitable, and contractual rights of the holders of Allowed Other Secured Claims are unaltered by this Plan. Except to the extent that a holder of an Allowed Other Secured Claim agrees to different treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Other Secured Claim, on the later of the Effective Date and the date on which such Other Secured Claim becomes an Allowed Claim, or, in each case, as soon thereafter as is reasonably practicable, each holder of an Allowed Other Secured Claim shall receive on account of such Allowed Claim, at the option of the applicable Reorganized Debtor(s): (i) Cash in an amount equal to the Allowed amount of such Claim, (ii) Reinstatement or such other treatment sufficient to render such holder's Allowed Other Secured Claim Unimpaired pursuant to section 1124 of the Bankruptcy Code, or (iii) such other recovery necessary to satisfy the provisions of section 1129 of the Bankruptcy Code.

(b) Impairment and Voting: Allowed Other Secured Claims are Unimpaired. In accordance with section 1126(f) of the Bankruptcy Code, the holders of Allowed Other Secured Claims are conclusively presumed to accept this Plan and are not entitled to vote to accept or reject this Plan, and the votes of such holders will not be solicited with respect to such Allowed Other Secured Claims.

4.3 Class 3: Syndicated Facility Secured Claims.

(a) Allowance and Treatment: On the Effective Date, except to the extent that a holder of an Allowed Syndicated Facility Secured Claim agrees to different treatment in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Syndicated Facility Secured Claim under the Plan Sponsor Agreement, each holder of an Allowed Syndicated Facility Secured Claim, which Claims are deemed Allowed in the aggregate amount equal to the Allowed SFA Secured Claim Amount, shall receive, on account of such

Allowed Syndicated Facility Secured Claim its Pro Rata share of the SFA Secured Claim Cash Pool in Cash.

(b) Impairment and Voting: Allowed Syndicated Facility Secured Claims are Unimpaired. The Debtors are soliciting votes to accept or reject the Plan from holders of Syndicated Facility Secured Claims to the extent Class 3 is determined to be Impaired under the Plan by the Bankruptcy Court. Accordingly, holders of Allowed Syndicated Facility Secured Claims are entitled to vote on this Plan.

4.4 Class 4A: Unsecured Trade Claims.

(a) Treatment: On the Effective Date, or as soon as reasonably practicable thereafter, except to the extent that a holder of an Allowed Unsecured Trade Claim agrees or has agreed to different treatment in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Unsecured Trade Claim, each holder of an Allowed Unsecured Trade Claim shall receive its Pro Rata share of the Trade Claim Cash Amount in Cash.

(b) Impairment and Voting: Allowed Unsecured Trade Claims are Impaired. Holders of Allowed Unsecured Trade Claims are entitled to vote on this Plan.

4.5 Class 4B: Other Unsecured Claims

(a) Treatment: Each holder of an Allowed Other Unsecured Claim shall receive its Pro Rata share of the Litigation Trust Distributable Proceeds from the Litigation Trust as and when provided for in the Litigation Trust Agreement, subject to Section 5.20 of the Plan. For the avoidance of doubt, this Class 4B (Other Unsecured Claims) shall include the Syndicated Facility Deficiency Claim.

(b) Impairment and Voting: Allowed Other Unsecured Claims are Impaired. Holders of Allowed Other Unsecured Claims are entitled to vote on this Plan.

4.6 Class 5: Intercompany Claims.

(a) Treatment: All Intercompany Claims will be adjusted, continued, settled, reinstated, discharged, eliminated, or otherwise managed, in each case to the extent determined to be appropriate by the Debtors or Reorganized Debtors, as applicable, after consultation with the Plan Sponsor.

(b) Impairment and Voting: Allowed Intercompany Claims are either Unimpaired, in which case the holders of such Intercompany Claims conclusively are presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code, or Impaired, in which case the holders of such Intercompany Claims conclusively are presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, holders of Allowed Intercompany Claims are not entitled to vote to accept or reject this Plan, and the votes of such holders will not be solicited with respect to such Allowed Intercompany Claims.

4.7 Class 6: Subordinated Claims.

(a) Treatment: Allowed Subordinated Claims are subordinated to Claims, as applicable, in (i) Class 4A and Class 4B or (ii) Class 7, pursuant to this Plan and section 510 of the Bankruptcy Code. The holders of Allowed Subordinated Claims shall not receive or retain any property under this Plan on account of such Allowed Subordinated Claims.

(b) Impairment and Voting: Allowed Subordinated Claims are Impaired. In accordance with section 1126(g) of the Bankruptcy Code, the holders of such Allowed Subordinated Claims are conclusively presumed to reject this Plan and are not entitled to vote to accept or reject this Plan, and the votes of such holders will not be solicited with respect to such Allowed Subordinated Claims.

4.8 Class 7: Parent Interests.

(a) Treatment: On the Effective Date, all Parent Interests shall be deemed valueless, shall not receive or retain any property or distribution under the Plan and shall be discharged, cancelled, released, and extinguished.

(b) Impairment and Voting: Parent Interests are Impaired. In accordance with section 1126(g) of the Bankruptcy Code, the holders of Parent Interests are conclusively presumed to reject this Plan and are not entitled to vote to accept or reject this Plan, and the votes of such holders will not be solicited with respect to such Parent Interests.

4.9 Class 8: Intercompany Interests.

(a) Treatment: On the Effective Date, at the option of the Reorganized Debtors, in consultation with the Plan Sponsor, all Allowed Intercompany Interests shall either (i) remain unaffected by the Plan and continue in place or (ii) be cancelled (or otherwise eliminated) and holders of such cancelled Intercompany Interests shall not receive or retain any property under the Plan.

(b) Impairment and Voting: Allowed Intercompany Interests are either Unimpaired, in which case the holders of such Intercompany Interests conclusively are presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code, or Impaired, in which case the holders of such Intercompany Interests conclusively are presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, holders of Allowed Intercompany Interests are not entitled to vote to accept or reject this Plan, and the votes of such holders will not be solicited with respect to such Allowed Intercompany Interests.

ARTICLE V. MEANS FOR IMPLEMENTATION; POST-EFFECTIVE DATE GOVERNANCE.

5.1 Settlement of Claims, Interests, and Controversies.

(a) Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the Plan Distributions and other benefits provided under this Plan, the provisions of this Plan shall constitute a good faith compromise and settlement of all Claims,

Interests and controversies relating to the contractual, legal and subordination rights that a holder of a Claim or Interest may have with respect to any Allowed Claim or Allowed Interest or any Plan Distribution on account thereof. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, as of the Effective Date, of each of the compromises and settlements embodied in the Plan, as well as the Bankruptcy Court's finding that all such compromises or settlements are fair, equitable, reasonable, and in the best interest of the Debtors and their Estates. This comprehensive compromise and settlement will be binding on the Debtors, the Reorganized Debtors, and the Speedcast Entities, as applicable, on all Persons who have asserted or could assert any potential Causes of Action, the Creditors' Committee or Litigation Trustee, as applicable, the Prepetition Lenders, and the Prepetition Secured Parties concerning such claims compromised and settled under the Plan (including, for the avoidance of doubt, any and all of the Creditors' Committee's potential (i) objections or challenges to the amount, validity, perfection, enforceability, priority or extent of the Prepetition Loans or the Prepetition Secured Parties' Liens (as defined in the Final DIP Order) and (ii) Challenges (as defined in the Final DIP Order) against the Prepetition Secured Parties). This comprehensive compromise and settlement is the fundamental foundation of the Plan. As such, the approval and consummation of the Plan will conclusively bind all holders of Claims against or Interests in the Debtors and other parties in interest, and the releases and settlements effected under the Plan will be operative as of the Effective Date and subject to enforcement by the Bankruptcy Court from and after the Effective Date, including pursuant to the injunctive provisions of Sections 10.4, 10.5, and 10.9.

(b) On the Effective Date the Litigation Trust shall be established in accordance with the Plan and shall be governed and administered in accordance with the Litigation Trust Agreement. The Litigation Trust Agreement shall be in form and substance reasonably acceptable to the Creditors' Committee and the Debtors. The Debtors and the Estates shall transfer to the Litigation Trust the Litigation Trust Causes of Action, free and clear of all Liens (including all Liens granted to secure the DIP Claims), charges, Claims, encumbrances and interests for the benefit of the holders of Allowed Other Unsecured Claims.

5.2 *Continued Corporate Existence.*

(a) Except as otherwise provided in this Plan, the Debtors shall continue to exist after the Effective Date as Reorganized Debtors in accordance with the applicable laws of the respective jurisdictions in which they are incorporated or organized and pursuant to their applicable Amended Organizational Documents. On or after the Effective Date, each Reorganized Debtor may, in its sole discretion, take such action as permitted by applicable law and such Reorganized Debtor's organizational documents as such Reorganized Debtor may determine is reasonable and appropriate, (i) including causing (A) a Reorganized Debtor to be merged into another Reorganized Debtor or an affiliate of a Reorganized Debtor, (B) a Reorganized Debtor to be liquidated and dissolved or deregistered (or the equivalent in its relevant jurisdiction of incorporation), (C) the legal name of a Reorganized Debtor to be changed, or (D) the closure of a Reorganized Debtor's Chapter 11 Case on the Effective Date or any time thereafter or (ii) as otherwise contemplated pursuant to the Corporate Restructuring, subject in any case, to the terms of the Plan Sponsor Agreement and the consent of the Plan Sponsor, whose consent will not be unreasonably withheld.

(b) On the Effective Date or as soon thereafter as is reasonably practicable, the Reorganized Debtors may take all actions as may be necessary or appropriate to effect any transaction described in, approved by, or necessary or appropriate to effectuate this Plan, including: (i) the execution and delivery of appropriate agreements or other documents of merger, consolidation, contribution, distribution, restructuring, conversion, disposition, transfer, dissolution, or liquidation containing terms that are consistent with the terms of this Plan and the Plan Documents and that satisfy the requirements of applicable law and any other terms to which the applicable Entities may agree; (ii) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of this Plan and having other terms to which the applicable parties agree; (iii) the filing of appropriate certificates of incorporation and memoranda and articles of association and amendments thereto, reincorporation, merger, consolidation, conversion, or dissolution pursuant to applicable law; (iv) the Restructuring Transactions; and (v) all other actions that the applicable Entities determine to be necessary or appropriate, including making filings or recordings that may be required by applicable law subject, in any case, to the terms of the Plan Sponsor Agreement and the consent of the Plan Sponsor, whose consent will not be unreasonably withheld; *provided*, that nothing in this Section 5.2(b) shall be construed to prohibit any Debtor, the Australian Administrator or any other Person from taking any steps towards implementing, if applicable, the Speedcast Parent Administration or any relevant Foreign Enforcement Action prior to the Effective Date.

5.3 Corporate Action.

Upon the Effective Date, all actions contemplated by the Plan shall be deemed authorized and approved in all respects, including (i) the assumption of executory contracts and unexpired leases as provided herein, (ii) the selection of the managers, directors, or officers for the Reorganized Debtors, (iii) the issuance and distribution of New Equity Interests, and (iv) all other actions contemplated by the Plan (whether to occur before, on, or after the Effective Date) subject, in any case, to the terms of the Plan Sponsor Agreement and the consent of the Plan Sponsor, whose consent will not be unreasonably withheld. All matters provided for in the Plan or the Plan Sponsor Agreement involving the corporate or limited liability company structure of the Debtors or the Reorganized Debtors, and any corporate or limited liability company action required by the Debtors or the Reorganized Debtors in connection with the Plan shall be deemed to have occurred and shall be in effect, without any requirement of further action by the security holders, directors, managers, or officers of the Debtors or the Reorganized Debtors.

5.4 Cancellation of Certain Existing Securities and Agreements.

(a) On the Effective Date, except for the purpose of evidencing or effectuating a right to a Plan Distribution and, whether or not for such purpose, as otherwise expressly set forth herein, all agreements, instruments, notes, certificates, indentures, mortgages, security documents, and other instruments or documents evidencing or creating any prepetition Claim or Interest (except for (i) agreements, instruments, notes, certificates, indentures, mortgages, security documents, and other instruments or documents governing, relating to and/or evidencing (a) certain Intercompany Interests not modified by the Plan, and (b) any Reinstated Claim, and (ii) the Syndicated Facility Credit Agreement (including the New Incremental Term Loans (as defined in the Incremental Assumption and Amendment Agreement, dated as of October 16,

2018)), the other SFA Loan Documents and any related instrument, agreement or document solely with respect to the rights, claims, and/or remedies of any Prepetition Lender against another Prepetition Lender(s) or the Syndicated Facility Agent) and any rights of any holder in respect thereof shall be deemed cancelled and of no force or effect and the Debtors shall not have any continuing obligations thereunder; *provided*, that the Plan Sponsor may take such further action to implement the terms of this Plan, including the Restructuring Transactions, as agreed to with the Debtors, Reorganized Debtors, Australian Administrator(s) or Australian Deed Administrator(s), as applicable. For the avoidance of doubt, except as expressly set forth in the Plan, the obligations of the SFA Loan Parties under the SFA Loan Documents shall be deemed satisfied, cancelled, discharged, and of no force or effect.

(b) On and after the Effective Date, all duties, responsibilities or obligations of the Syndicated Facility Agent, the holders of Syndicated Facility Claims, the DIP Agent, and the holders of DIP Claims, in each case under (i) the SFA Loan Documents, and (ii) the DIP Documents (except as provided in Section 2.4 herein), in each case, shall be fully discharged, and such Persons shall have no rights or obligations arising from or related to such agreements, instruments, Securities, or other documentation or the cancellation thereof, except the rights provided for pursuant to the Plan.

(c) Notwithstanding such cancellation and discharge, the DIP Documents, the SFA Loan Documents and any other indenture or agreement that governs the rights of a holder of an Allowed Claim shall continue in effect to the extent necessary (i) to allow the holders of such Claims to receive distributions under the Plan; (ii) to allow the Debtors, the Reorganized Debtors, the Disbursing Agent, and the Litigation Trustee to (1) make distributions pursuant to the Plan on account of such Claims and (2) take any other action reasonably necessary to cause the Plan to become Effective, including by implementing the Restructuring Transactions set forth in this Plan; (iii) to allow holders of Claims to maintain their rights to compensation and indemnification as against any money or property distributable to such holder of Claims; and (iv) to preserve all rights, including rights of enforcement, of the DIP Agent and the Syndicated Facility Agent against any Person other than a Released Party (including the Debtors); *provided*, that, nothing in this Section 5.4 shall affect the discharge of Claims pursuant to the Bankruptcy Code, the Confirmation Order, or the Plan.

(d) Any Letters of Credit that remain outstanding on the Effective Date shall be (i) cash collateralized by the Debtors or Reorganized Debtors, as applicable, pursuant to arrangements reasonably satisfactory to the Plan Sponsor, (ii) terminated, cancelled, or returned undrawn to the applicable Issuing Bank (as defined in the Syndicated Facility Agreement), or (iii) otherwise addressed through arrangements reasonably acceptable to the Plan Sponsor, the applicable Issuing Bank, and the Debtors or Reorganized Debtors, as applicable.

5.5 *Cancellation of Certain Existing Security Interests.*

Upon the full payment or other satisfaction of an Allowed Other Secured Claim or Syndicated Facility Secured Claim, or promptly thereafter, the holder of such Allowed Other Secured Claim and the applicable Prepetition Secured Parties shall deliver to the Debtors or the Reorganized Debtors, as applicable, any Collateral or other property of a Debtor held by such holder, together with any termination statements, instruments of satisfaction, or releases of all

security interests and Liens with respect to its Claim that may be reasonably requested by the Reorganized Debtors to terminate any related financing statements, mortgages, mechanics' or other statutory Liens, or lis pendens, or similar interests or documents.

5.6 *Plan Funding.*

Plan distributions of Cash shall be funded from the Debtors' Cash on hand as of the applicable date of such Plan Distribution and from the proceeds of the Direct Investment.

5.7 *Authorization, Issuance, and Delivery of New Equity Interests.*

(a) On the Effective Date, the Debtors or Reorganized Debtors are authorized to distribute and New Speedcast Parent is authorized to issue or cause to be issued and shall issue or cause to be issued New Equity Interests, for distribution in accordance with the terms of this Plan and the Plan Sponsor Agreement, without the need for any further corporate, partnership, limited liability company, or shareholder action. Upon the Effective Date, the authorized equity interests of New Speedcast Parent shall be subject to the terms contained in the New Organizational Documents.

(b) On or (as applicable) before the Effective Date, the appropriate directors, officers, and managers of the Debtors or the Reorganized Debtors, as applicable, shall be authorized and directed to, issue, execute, and deliver the agreements, documents, securities, and instruments contemplated by the Plan (or necessary or desirable to effect the transactions contemplated by the Plan) in the name and on behalf of the Reorganized Debtors. The authorizations and approvals contemplated by Article V shall be effective notwithstanding any requirements under non-bankruptcy law.

5.8 *Non-Cash Consideration*

On the Effective Date, the Plan Sponsor shall pay to each holder of an Allowed Syndicated Facility Claim Cash in an amount equal to such holder's Pro Rata Share of the Non-Cash Consideration (as defined in the Plan Sponsor Selection Procedures) in accordance with the Plan Sponsor Selection Procedures, if applicable.

5.9 *Direct Investment*

(a) Upon the Effective Date, New Speedcast Parent shall issue New Equity Interests to the Plan Sponsor for an aggregate purchase price of the Direct Investment Amount subject to the terms and conditions of this Plan and the Plan Sponsor Agreement and any consents or approvals required under each of the foregoing. The proceeds of the Direct Investment may be used to: (i) pay all of the DIP Facility claims, (ii) pay all Restructuring Expenses, (iii) pay all costs associated with the Corporate Restructuring; (iv) fund Plan Distributions, including, for the avoidance of doubt, the Trade Claim Cash Amount and Litigation Trust Cash Amount, and (v) provide the Reorganized Debtors with additional liquidity for working capital and general corporate purposes.

(b) In accordance with the Plan Sponsor Agreement and subject to the terms and conditions thereof, each Plan Sponsor, if more than one, has agreed, severally but not jointly,

to purchase, on or prior to the Effective Date, the amount of New Equity Interests equal to its respective Equity Commitment (as defined in the Plan Sponsor Agreement).

5.10 *Officers and Boards of Directors.*

(a) Upon the Effective Date, the New Board shall be comprised as determined by the Plan Sponsor. If known, the officers and the composition of each board of directors of the Reorganized Debtors shall be disclosed prior to the Effective Date to the extent required by section 1129(a)(5) of the Bankruptcy Code. On the Effective Date, the chairman and each other member of the New Board shall be appointed to serve in accordance with the terms of the New Organizational Documents.

(b) Except to the extent that a member of the board of directors of a Debtor continues to serve as a director of such Reorganized Debtor immediately after the Effective Date, each such member will be deemed to have resigned or shall otherwise cease to be a director of the applicable Debtor as of the Effective Date without any further action required on the part of any such Debtor or member. Commencing on the Effective Date, each of the directors of each of the Reorganized Debtors shall serve pursuant to the terms of the applicable New Organizational Documents of such Reorganized Debtor and may be replaced or removed in accordance with such New Organizational Documents.

(c) The Reorganized Debtors may enter into new employment agreements with key executives on a case by case basis in form and substance acceptable to the Plan Sponsor and in accordance with the Plan Sponsor Agreement.

5.11 *Management Incentive Plan.*

Following the Effective Date, New Speedcast Parent shall enter into the Management Incentive Plan in accordance with the Plan Support Agreement. All awards issued under the Management Incentive Plan will be dilutive of all other New Equity Interests issued pursuant to the Plan.

5.12 *Intercompany Interests.*

To the extent an Intercompany Interest is not cancelled or transferred pursuant to the Plan, on the Effective Date and without the need for any further corporate action or approval of any board of directors, board of managers, managers, or shareholders of any Debtor or Reorganized Debtor, as applicable, such Intercompany Interest shall be unaffected by the Plan, continue in place following the Effective Date and remain in full force and effect.

5.13 *Corporate Restructuring.*

(a) On the Effective Date or as soon as reasonably practicable thereafter, the Debtors, Reorganized Debtors, Australian Administrator(s) or Australian Deed Administrator(s), as applicable, shall take all actions consistent with the Plan, the Plan Sponsor Agreement and the Corporate Restructuring Steps as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Corporate Restructuring under and in connection with this Plan (and subject to the terms of the Plan

Sponsor Agreement (including the applicable consent and approval rights thereunder)); *provided*, that nothing in this Section 5.13 shall be construed to prohibit any Debtor, or any other Person from taking any steps towards implementing, if applicable, the Speedcast Parent Administration, the Deed of Company Arrangement or any relevant Foreign Enforcement Action prior to the Effective Date.

(b) Following the Effective Date, Speedcast Parent may continue operations, be wound down, liquidated, dissolved, and/or deregistered in accordance with the Corporate Restructuring, applicable laws of the respective jurisdictions and this Plan.

(c) Pursuant to sections 1123(a)(5), 1123(b)(4), 1123(b)(6), and 1146(a) of the Bankruptcy Code, the Confirmation Order shall authorize and direct the Corporate Restructuring. Upon the Confirmation Date, the Debtors, the Reorganized Debtors, the Plan Sponsor, the Australian Administrator(s) and the Australian Deed Administrator(s), as applicable, shall be authorized to take any and all actions necessary to consummate the Corporate Restructuring, including, for the avoidance of doubt, commencing and pursuing any Foreign Enforcement Action.

(d) On the closing date of the Corporate Restructuring, all Assets held by or vested in New Speedcast Parent pursuant to the terms of the Plan and the Confirmation Order (in accordance with the Corporate Restructuring and the Plan Sponsor Agreement) shall be free and clear of all Claims, Equity Interests, Liens, charges, encumbrances, and other interests, other than other interests expressly provided or assumed pursuant to the Plan or the documents included in the Plan Supplement.

5.14 *Speedcast Parent.*

(a) Following the Confirmation Date, the Speedcast Parent and/or its board of directors shall have, as may be required or prudent to implement this Plan or the Restructuring Transactions under the laws of Australia, the authority and right to appoint the Australian Administrator(s) without the need for Bankruptcy Court approval, and the Australian Administrator(s) or the Australian Deed Administrator(s), if appointed, shall have the authority and right on behalf of Speedcast Parent, without the need for Bankruptcy Court approval, to carry out and implement the provisions of this Plan and the Deed of Company Arrangement to the extent permitted by applicable law (and not inconsistent with the Corporate Restructuring) in connection with the Speedcast Parent Administration or the Deed of Company Arrangement (as applicable), including to: (i) carry out all of the duties of an administrator or deed administrator under the Corporations Act and at law; (ii) consider the terms of the Deed of Company Arrangement (or the terms of any other deed of company arrangement proposed); (iii) report to creditors of the Speedcast Parent and make recommendations thereto; (iv) convene any meeting of creditors of the Speedcast Parent as required under the Corporations Act; (v) except to the extent Claims have been Allowed, control and effectuate the Claims reconciliation process with respect to Speedcast Parent and its subsidiaries, if any, including to object to, seek to subordinate, compromise or settle any and all Claims against Speedcast Parent and its subsidiaries, if any; (vi) make distributions to holders of Allowed Claims in accordance with the Plan; (vii) prosecute all Causes of Action (that are not Litigation Trust Causes of Action) on behalf of Speedcast Parent and its subsidiaries, elect not to pursue such Causes of Action, and

determine whether and when to compromise, settle, abandon, dismiss, or otherwise dispose of any such Causes of Action, as the Australian Administrator(s) or Australian Deed Administrator(s) may determine is in the best interests of Speedcast Parent and its subsidiaries; (viii) retain professionals to assist in performing its duties under the Plan, Speedcast Parent Administration or the Deed of Company Arrangement; (ix) maintain the books, records, and accounts of Speedcast Parent and its subsidiaries; (x) complete and file, as necessary, all final or otherwise required foreign, federal, state, and local tax returns for Speedcast Parent and its subsidiaries; and (xi) perform other duties and functions that are consistent with the implementation of the Plan, the Speedcast Parent Administration or the Deed of Company Arrangement, including the Corporate Restructuring, Corporate Restructuring Steps, Restructuring and Restructuring Transactions.

(b) Following the Confirmation Date and the appointment of any Australian Administrator(s) as may be required or prudent to implement this Plan or the Restructuring Transactions under the laws of Australia, any Debtor (other than the Speedcast Parent) shall have the authority and right to propose the Deed of Company Arrangement.

(c) In furtherance of the provisions of Section 5.13(b), after the consummation of the Plan, the directors of the Speedcast Parent, the Australian Administrators, the Australian Deed Administrators or the Australian Liquidators (as applicable) may (to the extent not inconsistent with the Corporate Restructuring) wind down, sell, liquidate, and may operate, use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action (that are not retained by or transferred to the Litigation Trust) of the Speedcast Parent and its subsidiaries without approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

(d) Each of the Debtors and Reorganized Debtors shall indemnify and hold harmless any Australian Administrator(s) and Australian Deed Administrator(s) solely in their capacity as such for any losses incurred in such capacity, except to the extent such losses were the result of the gross negligence, willful misconduct, or criminal conduct of such Australian Administrator or Australian Deed Administrator (as applicable).

(e) The Australian Administrator(s), the Australian Deed Administrator(s) or the directors of the Speedcast Parent (as applicable) shall be authorized, on behalf of Speedcast Parent, subject to applicable law but without further action including any action by the stockholders, members, the board of directors, or board of directors or similar governing body of New Speedcast Parent, to (i) file any and all corporate and company documents necessary and/or (ii) enter or cause to enter any Foreign Enforcement Action necessary, in each case to effectuate the Plan, including the Restructuring, Restructuring Transactions, Corporate Restructuring, Corporate Restructuring Steps and the terms of the Deed of Company Arrangement.

(f) Any Australian Administrator(s) and the Australian Deed Administrator(s) shall be permitted to effectuate any Speedcast Parent Administration and Deed of Company Arrangement, as applicable, with the amounts reserved in the Speedcast Parent Budget.

(g) Nothing in this Plan shall be construed to:

(i) prohibit any Debtor, the Australian Administrator(s) or any other Person from taking any steps towards implementing the Speedcast Parent Administration or any relevant Foreign Enforcement Action prior to the Effective Date; or

(ii) require the Australian Administrator(s) or Australian Deed Administrator(s) to take any action, or refrain from taking any action, that would be contrary to their duties, the Corporations Act or law.

5.15 *No Substantive Consolidation.*

The Plan is a joint plan of reorganization of the Debtors for administrative purposes only and constitutes a separate chapter 11 plan for each Debtor. The plan is not premised upon the substantive consolidation with respect to the Classes of Claims or Interests set forth in the Plan.

5.16 *Separability.*

Notwithstanding the combination of the separate plans of reorganization for the Debtors set forth in the Plan for purposes of economy and efficiency, the Plan constitutes a separate chapter 11 plan for each Debtor. Accordingly, if the Bankruptcy Court does not confirm the Plan with respect to one or more Debtors, it may still, subject to the consent of the applicable Debtors and the Plan Sponsor, confirm the Plan with respect to any other Debtor that satisfies the confirmation requirements of section 1129 of the Bankruptcy Code.

5.17 *Restructuring Expenses.*

On the Effective Date, or as soon as reasonably practicable thereafter, the Debtors or the Reorganized Debtors, as applicable, shall pay in full in Cash (to the extent not previously paid during the course of the Chapter 11 Cases) all outstanding Restructuring Expenses billed through the Effective Date, in accordance with the terms of the applicable orders, engagement letters, or other applicable contractual arrangements. All parties entitled to payment pursuant to this Section 5.17 shall estimate their accrued Restructuring Expenses prior to and as of the Effective Date and shall deliver such estimates to the Debtors at least two Business Days before the Effective Date; *provided*, that such estimate shall not be considered an admission or limitation with respect to the fees and expenses of such parties. On the Effective Date, final invoices for all Restructuring Expenses incurred prior to and as of the Effective Date shall be submitted to the Debtors. In addition, the Debtors and the Reorganized Debtors (as applicable) shall continue to pay post-Effective Date, when due and payable in the ordinary course, Restructuring Expenses related to implementation, consummation and defense of the Plan.

5.18 *Reorganized Debtors' Authority.*

After the Effective Date, the Reorganized Debtors may operate the Debtors' business and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

5.19 Subordination Agreements.

Pursuant to section 510(a) of the Bankruptcy Code, all subordination agreements governing Claims or Interests shall be enforced in accordance with such agreement's terms.

5.20 Litigation Trust.

(a) **Creation and Governance of the Litigation Trust.** On the Effective Date, the Debtors and the Litigation Trustee shall execute the Litigation Trust Agreement in a form reasonably acceptable to the Creditors' Committee, and all other necessary steps shall be taken to establish the Litigation Trust in accordance with the Plan and the beneficial interests therein, which shall be for the benefit of the Litigation Trust Beneficiaries. In the event of any conflict between the terms of the Plan and the terms of the Litigation Trust Agreement, the terms of the Plan shall govern. Additionally, on the Effective Date, to the extent permitted by law, the Debtors shall transfer and shall be deemed to transfer to the Litigation Trust all of their rights, title and interest in and to all of the Litigation Trust Assets, and in accordance with section 1141 of the Bankruptcy Code, the Litigation Trust Assets shall automatically vest in the Litigation Trust free and clear of all Claims and Liens, subject only to (a) Litigation Trust Interests, and (b) the expenses of the Litigation Trust as provided for in the Litigation Trust Agreement, and such transfer shall be exempt from any stamp, real estate transfer, mortgage reporting, sales, use or other similar tax. The Litigation Trustee shall be the exclusive trustee of the assets of the Litigation Trust for purposes of 31 U.S.C. § 3713(b) and 26 U.S.C. § 6012(b)(3), as well as the representatives of the Estate of each of the Debtors appointed pursuant to section 1123(b)(3)(B) of the Bankruptcy Code, solely for purposes of carrying out the Litigation Trustee's duties under the Litigation Trust Agreement. The Litigation Trust shall be governed by the Litigation Trust Agreement and administered by the Litigation Trustee.

The powers, rights and responsibilities of the Litigation Trustee shall be specified in the Litigation Trust Agreement and shall include the authority and responsibility to, among other things, take the actions set forth in this Section 5.20. The Litigation Trustee shall hold and distribute the Litigation Trust Assets in accordance with the provisions of the Plan and the Litigation Trust Agreement. Other rights and duties of the Litigation Trustee and the Litigation Trust Beneficiaries shall be as set forth in the Litigation Trust Agreement. After the Effective Date, the Debtors and the Reorganized Debtors shall have no interest in the Litigation Trust Assets except as set forth in the Litigation Trust Agreement.

(b) **Purpose of the Litigation Trust.** The Litigation Trust shall be established for the purpose of (i) evaluating and prosecuting the Litigation Trust Causes of Action, (ii) liquidating the Litigation Trust Assets, and (iii) distributing the Litigation Trust Distributable Proceeds, if any, to the Litigation Trust Beneficiaries in accordance with Treasury Regulation section 301.7701-4(d), with no objective to continue or engage in the conduct of a trade or business.

(c) **Litigation Trustee and Litigation Trust Agreement.** The Litigation Trust Agreement generally will provide for, among other things, payment of the Litigation Trust Expenses. The Litigation Trust Expenses shall be paid solely from the Litigation Trust Assets in accordance with the Plan and the Litigation Trust Agreement.

For the avoidance of doubt, any costs incurred by (i) the Disbursing Agent in making distributions to holders of Claims under the Plan or (ii) the Reorganized Debtors in prosecuting objections to Claims or otherwise administering Claims shall be paid by the Reorganized Debtors, except to the extent the Litigation Trustee seeks to prosecute certain claims objections pursuant to section 7.2(c).

The Litigation Trustee, on behalf of the Litigation Trust, may employ, without further order of the Bankruptcy Court, professionals (including Professionals previously retained by the Creditors' Committee) to assist in carrying out its duties hereunder and may compensate and reimburse the reasonable expenses of these professionals without further order of the Bankruptcy Court from the Litigation Trust Assets in accordance with the Plan and the Litigation Trust Agreement.

In furtherance of and consistent with the purpose of the Litigation Trust and the Plan, the Litigation Trustee, for the benefit of the Litigation Trust, shall (a) hold the Litigation Trust Assets for the benefit of the Litigation Trust Beneficiaries, (b) make distributions of Litigation Trust Distributable Proceeds, if any, as provided herein and in the Litigation Trust Agreement and (c) have the power and authority to prosecute and resolve any Litigation Trust Causes of Action. The Litigation Trustee shall be responsible for all decisions and duties with respect to the Litigation Trust and the Litigation Trust Assets, except as otherwise provided in the Litigation Trust Agreement. In all circumstances, the Litigation Trustee shall act in the best interests of the Litigation Trust Beneficiaries.

(d) ***Compensation and Duties of the Litigation Trustee.*** The salient terms of the Litigation Trustee's employment, including the Litigation Trustee's duties and compensation (which compensation shall be negotiated by the Litigation Trustee, the Debtors, the Plan Sponsor and the Creditors' Committee), shall be set forth in the Litigation Trust Agreement. The Litigation Trustee shall be entitled to reasonable compensation in an amount consistent with that of similar functionaries in similar types of bankruptcy cases.

(e) ***Indemnification of the Litigation Trust Indemnified Persons.*** The Litigation Trust Indemnified Persons shall be held harmless by the Litigation Trust and shall not be liable for actions taken or omitted in their capacity as, or on behalf of, the Litigation Trustee, except those acts that are determined by Final Order to have arisen out of their own intentional fraud, willful misconduct, or gross negligence, and each shall be entitled to be indemnified, held harmless, and entitled to advancement (and indemnification for the same amounts if the Litigation Trust Indemnified Persons do not seek or receive advancement) by or from, as applicable, the Litigation Trust for fees and expenses including, without limitation, reasonable attorney's fees, which such Persons and Entities may incur or may become subject to or in connection with any action, suit, proceeding or investigation that is brought or threatened against such Persons in respect of that Person's or the Litigation Trustee's actions or inactions regarding the implementation or administration of this Plan or the Litigation Trust Agreement, or the discharge of their duties hereunder or the Litigation Trust Agreement, except for any actions or inactions that are determined by Final Order to have arisen from intentional fraud, willful misconduct or gross negligence. Any Claim of the Litigation Trust Indemnified Persons to be indemnified, held harmless, advanced, or reimbursed shall be satisfied from the Litigation Trust or any applicable insurance coverage obtained by the Litigation Trust.

(f) ***Cooperation of Reorganized Debtors.*** Subject to subsection (g) of this Section 5.20, the Debtors or Reorganized Debtors, as applicable, upon reasonable notice, shall provide reasonable cooperation with the Litigation Trustee in the administration of the Litigation Trust, including providing reasonable access to pertinent documents, including books and records, to the extent the Debtors or Reorganized Debtors have such information and/or documents, to the Litigation Trustee sufficient to enable the Litigation Trustee to perform its duties hereunder. All reasonable out-of-pocket costs and expenses incurred, upon prior written request of the Litigation Trustee, by the Debtors or the Reorganized Debtors in connection with actions taken under this subsection (f) shall be at the expense of the Litigation Trust.

(g) ***Preservation of Privilege.*** The Debtors and the Litigation Trust shall enter into a common interest agreement whereby the Debtors will be able to disclose to the Litigation Trust, on a strictly confidential basis, documents, information or communications (whether written or oral) relating to the Litigation Trust Assets that are covered by attorney-client privilege, work product privilege, or other privileges or immunity. Pursuant to the common interest disclosure agreement, the Debtors and the Litigation Trust will agree that, in the case of disclosures made pursuant to the agreement: (i) the documents, information or communications are privileged; (ii) the disclosure is made to the Litigation Trust solely for the specific purpose of enabling the Litigation Trustee to carry out its duties under the Litigation Trust Agreement; and (iii) the Debtors do not intend, by the disclosure, to waive any privileges or immunities as against any other person or entity. Further, the Litigation Trust shall agree: (i) to keep the documents, information and communications (and their contents) strictly confidential, not disclose them to any other party, and preserve and protect all applicable privileges attaching to them; (ii) to return to the Debtors on reasonable demand any documents, information or communications or copies of them (or records of their contents); and (iii) to inform the Debtors immediately if it receives any voluntary or compulsory request for production to a third party of the documents, information or communications (or their contents) to enable the Debtors to assert their privilege. The Litigation Trustee's receipt of such documents, information or communications shall constitute a limited waiver in favor of the Litigation Trustee only, and shall not constitute a waiver of any privilege as against any other party. On the Effective Date, the Reorganized Debtors shall automatically succeed the Debtors as party to such common interest agreement. All privileges shall remain in the control of the Debtors or the Reorganized Debtors, as applicable, and the Debtors or the Reorganized Debtors retain the right to waive their own privileges.

(h) ***Transferability.*** Litigation Trust Interests shall not be certificated and shall be non-transferable other than if transferred by will, intestate succession, or otherwise by operation of law, or as and to the extent determined by the Litigation Trustee.

(i) ***U.S. Federal Income Tax Treatment of the Litigation Trust.*** The Litigation Trust shall be structured to qualify as a "liquidating trust" within the meaning of Treas. Reg. § 301.7701-4(d) and in compliance with Rev. Proc. 94-45, 1994-2 C.B. 684, and, thus, as a "grantor trust" within the meaning of Sections 671 through 679 of the Tax Code to the holders of Other Unsecured Claims, consistent with the terms of the Plan. All assets held by the Litigation Trust on the Effective Date shall be deemed for U.S. federal income tax purposes (i) to have been distributed (subject to any obligations relating to such assets) by the Debtors to the Litigation Trust Beneficiaries (other than the assets allocable to any disputed ownership fund) in

partial satisfaction of such Litigation Trust Beneficiaries' Claims and (ii) immediately thereafter contributed by such Litigation Trust Beneficiaries to the Litigation Trust in exchange for their respective Litigation Trust Interests. The Litigation Trust Beneficiaries will be treated as the deemed owners of the Litigation Trust (other than the assets allocable to any disputed ownership fund). The sole purpose of the Litigation Trust shall be the liquidation and distribution of the Litigation Trust Assets in accordance with Treas. Reg. § 301.7701-4(d), with no objective to continue or engage in the conduct of a trade or business. All parties (including the Debtors and the Estates, holders of Other Unsecured Claims and the Litigation Trustee) shall report consistently with such treatment. All parties shall report consistently with the valuation of the Litigation Trust Assets transferred to the Litigation Trust as determined by the Litigation Trustee (or its designee). The Litigation Trustee shall be responsible for filing U.S. federal tax returns for the Litigation Trust as a grantor trust pursuant to Treas. Reg. § 1.671-4(a). The Litigation Trustee shall annually send to each holder of an interest in the Litigation Trust a separate statement regarding the receipts and expenditures of the trust as relevant for U.S. federal income tax purposes. Subject to definitive guidance from the IRS or a court of competent jurisdiction to the contrary (including the receipt by the Litigation Trustee of a private letter ruling if the Litigation Trustee so requests one, or the receipt of an adverse determination by the IRS upon audit if not contested by the Litigation Trustee), the Litigation Trustee may timely elect to (x) treat any portion of the Litigation Trust allocable to Disputed Claims as a "disputed ownership fund" governed by Treasury Regulation section 1.468B-9 (and make any appropriate elections) and (y) to the extent permitted by applicable law, report consistently with the foregoing for state and local income tax purposes. All parties (including the Debtors and the Estates, holders of Other Unsecured Claims and the Litigation Trustee) shall report for U.S. federal, state, and local income tax purposes consistently with the foregoing.

(j) ***Withholding.*** The Litigation Trustee may withhold and pay to the appropriate taxing authority all amounts required to be withheld pursuant to the Tax Code or any provision of any foreign, state or local tax law with respect to any payment or distribution to the Litigation Trust Beneficiaries. All such amounts withheld and paid to the appropriate taxing authority shall be treated as amounts distributed to such Litigation Trust Beneficiaries for all purposes of the Litigation Trust Agreement. The Litigation Trustee shall be authorized to collect such tax information from the Litigation Trust Beneficiaries (including, without limitation, social security numbers or other tax identification numbers) as it, in its sole discretion, deems necessary to effectuate the Plan, the Confirmation Order and the Litigation Trust Agreement. In order to receive distributions under the Plan, all Litigation Trust Beneficiaries will need to identify themselves to the Litigation Trustee and provide tax information and the specifics of their holdings, to the extent the Litigation Trustee deems appropriate. This identification requirement may, in certain cases, extend to holders who hold their securities in street name. The Litigation Trustee may refuse to make a distribution to any Litigation Trust Beneficiary that fails to furnish such information in a timely fashion, until such information is delivered; *provided, however*, that, upon the delivery of such information by a Litigation Trust Beneficiary, the Litigation Trustee shall make such distribution to which the Litigation Trust Beneficiary is entitled, without interest; and, *provided, further*, that, if the Litigation Trustee fails to withhold in respect of amounts received or distributable with respect to any such holder and the Litigation Trustee is later held liable for the amount of such withholding, such holder shall reimburse the Litigation Trustee for such liability.

(k) ***Litigation Trust Assets.*** The Litigation Trustee shall have the exclusive right on behalf of the Litigation Trust, to institute, file, prosecute, enforce, settle, compromise, release, abandon, or withdraw any and all Litigation Trust Causes of Action without any further order of the Bankruptcy Court, except as otherwise provided herein or in the Litigation Trust Agreement. From and after the Effective Date, the Litigation Trustee, in accordance with section 1123(b)(3) of the Bankruptcy Code, and on behalf of the Litigation Trust, shall serve as a representative of the Estates, solely for purposes of carrying out the Litigation Trustee's duties under the Litigation Trust Agreement. In connection with the investigation, prosecution and/or compromise of the Litigation Trust Causes of Action, the Litigation Trustee may expend such portion of the Litigation Trust Assets as the Litigation Trustee deems necessary. The Litigation Trustee may invest Cash (including any earnings thereon or proceeds therefrom) in any manner permitted to be made by a liquidating trust within the meaning of Treasury Regulation section 301.7701-4(d), as reflected therein, or under applicable IRS guidelines, rulings, or other controlling authorities.

(l) ***Litigation Trust Fees and Expenses.*** From and after the Effective Date, the Litigation Trustee, on behalf of the Litigation Trust, shall, in the ordinary course of business and without the necessity of any approval by the Bankruptcy Court, pay the reasonable professional fees and expenses incurred by the Litigation Trust and any Litigation Trustee Representatives retained by the Litigation Trust from the Litigation Trust Assets, except as otherwise provided in the Litigation Trust Agreement.

(m) ***Distribution of Unrestricted Cash.*** The Litigation Trustee shall distribute to the Litigation Trust Beneficiaries on account of their interests in the Litigation Trust, at least annually, all net proceeds from the monetization of assets, except that the Litigation Trust may retain an amount of net proceeds reasonably necessary to maintain the value of the Litigation Trust Assets or to meet claims and contingent liabilities.

(n) ***Single Satisfaction of Allowed Other Unsecured Claims.*** Notwithstanding anything to the contrary herein, in no event shall holders of Allowed Other Unsecured Claims, as applicable, recover more than the full amount of their Allowed Other Unsecured Claims from the Litigation Trust Distributable Proceeds, if any.

(o) ***Dissolution of the Litigation Trust.*** The Litigation Trustee and the Litigation Trust shall be discharged or dissolved, as the case may be, at such time as (a) the Litigation Trustee determines that the pursuit of additional Litigation Trust Causes of Action is not likely to yield sufficient additional proceeds to justify further pursuit of such claims and (b) all distributions of Litigation Trust Distributable Proceeds, if any, required to be made by the Litigation Trustee under the Plan have been made, but in any event the Litigation Trust shall be dissolved no later than five years after the Effective Date unless the Bankruptcy Court, upon motion made within the six-month period before such fifth anniversary (and, in the event of further extension, at least six months before the end of the preceding extension), determines that a fixed period extension (not to exceed three years, together with any prior extensions, without a favorable letter ruling from the IRS that any further extension would not adversely affect the status of the Litigation Trust as a liquidating trust for federal income tax purposes) is necessary to facilitate or complete the recovery on, and liquidation of, the Litigation Trust Assets. Upon dissolution of the Litigation Trust, any remaining Litigation Trust Assets shall be distributed to

all Litigation Trust Beneficiaries in accordance with the Plan and the Litigation Trust Agreement as appropriate.

ARTICLE VI. DISTRIBUTIONS.

6.1 *Distributions Generally.*

The Disbursing Agent shall make all Plan Distributions to the appropriate holders of Allowed Claims and Allowed Interests in accordance with the terms of this Plan; *provided*, that the Debtors or Reorganized Debtors, as applicable, shall disburse New Equity Interests to the Plan Sponsor; *provided, further*, that notwithstanding anything herein to the contrary, distributions to the Litigation Trust Beneficiaries shall be made by the Litigation Trustee as and when provided for in the Litigation Trust Agreement.

6.2 *No Postpetition Interest on Claims.*

Except as otherwise specifically provided for in this Plan, the Confirmation Order, or another order of the Bankruptcy Court or required by the Bankruptcy Code, and notwithstanding any documents to the contrary that govern the Debtors' prepetition indebtedness, postpetition and/or default interest shall not accrue or be paid on any Claims, and no holder of a Claim shall be entitled to (a) interest accruing on such Claim on or after the Petition Date, or (b) interest at the contractual default rate, as applicable.

6.3 *Date of Distributions.*

Unless otherwise provided in the Plan or Litigation Trust Agreement, on the Effective Date or as soon as reasonably practicable thereafter (or, if a Claim is not an Allowed Claim on the Effective Date, on the date that such Claim becomes Allowed or as soon as reasonably practicable thereafter), each holder of an Allowed Claim shall receive the full amount of the distributions that the Plan provides for such Allowed Claims in their applicable Class. In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day but shall be deemed to have been completed as of the required date. If and to the extent that there are Disputed Claims, distributions on account of any such Disputed Claims shall be made pursuant to the provisions set forth in Article VII of the Plan. Except as otherwise provided in the Plan or the documents included in the Plan Supplement, holders of Claims shall not be entitled to interest, dividends, or accruals on any Plan Distributions.

6.4 *Distribution Record Date.*

As of the close of business on the Distribution Record Date, the various lists of holders of Claims in each Class, as maintained by the Debtors or their agents, shall be deemed closed, and there shall be no further changes in the record holders of any Claims after the Distribution Record Date. Neither the Debtors, Reorganized Debtors, the Australian Administrator(s), the Australian Deed Administrator(s), nor the Disbursing Agent shall have any obligation to recognize any transfer of a Claim occurring after the close of business on the Distribution Record Date. In addition, with respect to payment of any Cure Amounts or disputes

over any Cure Amounts, none of the Debtors, the Reorganized Debtors, the Australian Administrator(s), the Australian Deed Administrator(s), or the Disbursing Agent shall have any obligation to recognize or deal with any party other than the non-Debtor party to the applicable executory contract or unexpired lease, even if such non-Debtor party has sold, assigned, or otherwise transferred its Claim for a Cure Amount.

6.5 *Disbursing Agent.*

All distributions under this Plan shall be made by the Disbursing Agent on and after the Effective Date as provided herein except distributions to the Litigation Trust Beneficiaries shall be made by the Litigation Trustee as and when provided for in the Litigation Trust Agreement. The Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties. The Reorganized Debtors shall use all commercially reasonable efforts to provide the Disbursing Agent with the amounts of Claims and the identities and addresses of holders of Claims, in each case, as set forth in the Debtors' or the Reorganized Debtors' books and records. The Reorganized Debtors shall cooperate in good faith with the applicable Disbursing Agent (if other than the Reorganized Debtors) to comply with the reporting and withholding requirements outlined in Section 6.17 of this Plan.

6.6 *Delivery of Distributions.*

The Disbursing Agent will issue or cause to be issued, the applicable consideration under this Plan and, subject to Bankruptcy Rule 9010, will make all distributions to any holder of an Allowed Claim as and when required by this Plan (except distributions to the Litigation Trust beneficiaries shall be made by the Litigation Trustee as and when provided for in the Litigation Trust Agreement) at: (i) the address of such holder on the books and records of the Debtors or their agents or (ii) the address in any written notice of address change delivered to the Debtors or the Disbursing Agent, including any addresses included on any transfers of Claim filed pursuant to Bankruptcy Rule 3001. In the event that any distribution to any holder is returned as undeliverable, no distribution or payment to such holder shall be made unless and until the Disbursing Agent has been notified of the then-current address of such holder, at which time or as soon thereafter as reasonably practicable such distribution shall be made to such holder without interest.

6.7 *Unclaimed Property.*

One year from the later of: (i) the Effective Date and (ii) the date that is ten (10) Business Days from the date of distribution, all distributions payable on account of such Claim that are not deliverable and remain unclaimed shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code and shall revert to the Reorganized Debtors automatically and without need for a further order by the Bankruptcy Court (notwithstanding any applicable federal, provincial, or state escheat, abandoned, or unclaimed property laws to the contrary) or their successors or assigns, and all claims of any other Entity (including the holder of a Claim in the same Class) to such distribution shall be discharged and forever barred. The Reorganized Debtors and the Disbursing Agent shall have no obligation to attempt to locate any holder of an Allowed Claim other than by reviewing the Debtors' books and records, the register of the DIP Agent or the Syndicated Facility Agent, as applicable, or filings with the Bankruptcy Court.

6.8 *Satisfaction of Claims.*

Unless otherwise provided herein, any distributions and deliveries to be made on account of Allowed Claims under this Plan shall be in complete and final satisfaction, settlement, and discharge of and exchange for such Allowed Claims.

6.9 *Manner of Payment Under Plan.*

Except as specifically provided herein, at the option of the Debtors, the Reorganized Debtors, the Australian Administrator(s) or the Australian Deed Administrator(s), as applicable, any Cash payment to be made under this Plan may be made by a check or wire transfer or as otherwise required or provided in applicable agreements or customary practices of the Debtors consistent with commonly accepted business practices.

6.10 *Fractional Shares and De Minimis Cash Distributions.*

No fractional New Equity Interests shall be distributed. When any distribution would otherwise result in the issuance of a number of New Equity Interests that is not a whole number, the New Equity Interests subject to such distribution shall be rounded to the next higher or lower whole number as follows: (i) fractions equal to or greater than 1/2 shall be rounded to the next higher whole number and (ii) fractions less than 1/2 shall be rounded to the next lower whole number. The total number of New Equity Interests to be distributed on account of the Direct Investment or otherwise in accordance with the Plan Sponsor Agreement will be adjusted as necessary to account for the rounding provided for herein. No consideration will be provided in lieu of fractional shares that are rounded down. Neither the Reorganized Debtors, Australian Administrator, nor the Disbursing Agent shall have any obligation to make a distribution that is less than one (1) share of New Equity Interests or one hundred dollars (\$100.00) in Cash. Fractional New Equity Interests that are not distributed in accordance with this section shall be returned to, and ownership thereof shall vest in New Speedcast Parent.

6.11 *No Distribution in Excess of Amount of Allowed Claim.*

Notwithstanding anything to the contrary in this Plan, no holder of an Allowed Claim shall receive, on account of such Allowed Claim, Plan Distributions in excess of the Allowed amount of such Claim plus any postpetition interest on such Claim, to the extent such interest is permitted by Section 6.2.

6.12 *Allocation of Distributions Between Principal and Interest.*

Except as otherwise provided in this Plan and subject to Section 6.2 of this Plan, to the extent that any Allowed Claim entitled to a distribution under this Plan is comprised of indebtedness and accrued but unpaid interest thereon, such distribution shall be allocated first to the principal amount of the Claim (as determined for U.S. federal income tax purposes) and then, to the extent of any excess, to the remainder of the Claim, including any Claim for accrued but unpaid interests.

6.13 *Exemption from Securities Laws.*

The issuance of the New Equity Interests pursuant to the Direct Investment are being made in reliance on the exemption from registration set forth in section 4(a)(2) of the Securities Act and/or Regulation D thereunder. Such Securities will be considered “restricted securities” and may not be offered for sale, sold, or otherwise transferred except pursuant to an effective registration statement under the Securities Act or in a transaction exempt from or not subject to registration under the Securities Act, such as under certain conditions, the resale provisions of Rule 144 of the Securities Act and in accordance with any applicable state securities laws.

6.14 *Setoffs and Recoupments.*

Each Debtor or Reorganized Debtor, as applicable, or such Entity’s designee, as instructed by such Reorganized Debtor, may, pursuant to section 553 of the Bankruptcy Code or applicable nonbankruptcy law, offset or recoup against any Allowed Claim and the distributions to be made pursuant to this Plan on account of such Allowed Claim any and all Claims, rights, and Causes of Action that such Debtor or Reorganized Debtor or its successors may hold against the holder of such Allowed Claim; *provided*, that neither the failure to effect a setoff or recoupment nor the allowance of any Claim hereunder will constitute a waiver or release by a Debtor or Reorganized Debtor or its successor of any Claims, rights, or Causes of Action that a Reorganized Debtor or its successor or assign may possess against such holder.

6.15 *Release of Retained Funds*

Any Cash remaining in the Fee Claim Escrow Account, after all applicable distributions or other payments have been made from such Fee Claim Escrow Account shall be released therefrom by the Disbursing Agent and revert to the Reorganized Debtors or their successors or assigns at such dates as may be determined by the Disbursing Agent, but in no event later than the date that is sixty (60) days after all applicable distributions or other payments have been made from such account.

6.16 *Rights and Powers of Disbursing Agent.*

(a) Powers of Disbursing Agent. The Disbursing Agent shall be empowered to: (i) effect all reasonable actions and execute all agreements, instruments, and other documents necessary to perform its duties under this Plan; (ii) make all applicable distributions or payments provided for under this Plan; (iii) employ professionals to represent it with respect to its responsibilities; and (iv) exercise such other powers (A) as may be vested in the Disbursing Agent by order of the Bankruptcy Court (including any order issued after the Effective Date) or pursuant to this Plan or (B) as deemed by the Disbursing Agent to be necessary and proper to implement the provisions of this Plan.

(b) Expenses Incurred on or After the Effective Date. To the extent the Disbursing Agent is an Entity other than a Debtor or Reorganized Debtor, except as otherwise ordered by the Bankruptcy Court and subject to the written agreement of the Reorganized Debtors, the amount of any reasonable fees and reasonable and documented out-of-pocket

expenses incurred by the Disbursing Agent on or after the Effective Date (including taxes and including for reasonable and documented attorneys' and other professional fees and out-of-pocket expenses) made by the Disbursing Agent shall be paid in Cash by the Reorganized Debtors.

6.17 *Withholding and Reporting Requirements.*

(a) The Reorganized Debtors and the Disbursing Agent shall comply with all applicable withholding and reporting requirements imposed by any federal, state, local, or foreign taxing authority, and all distributions under this Plan shall be subject to any such withholding or reporting requirements. In the case of a non-Cash distribution that is subject to withholding, the distributing party may withhold an appropriate portion of such distributed property and sell such withheld property to generate Cash necessary to pay over the withholding tax. Any amounts withheld pursuant to the preceding sentence shall be deemed to have been distributed to and received by the applicable recipient for all purposes of this Plan. The Reorganized Debtors and the Disbursing Agent shall reasonably cooperate with the relevant recipients of any distributions under this Plan to minimize any withholding to the extent permitted by applicable law.

(b) Notwithstanding the above, each holder of an Allowed Claim that is to receive a distribution under this Plan shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed on such holder by any Governmental Unit, including income, withholding, and other tax obligations, on account of such distribution.

(c) The Reorganized Debtors and the Disbursing Agent may require, as a condition to receipt of a distribution, that the holder of an Allowed Claim provide any information reasonably necessary to allow the distributing party to comply with any such withholding and reporting requirements imposed by any federal, state, local, or foreign taxing authority (including, for the avoidance of doubt, an IRS Form W-9 or (if the holder is a non-U.S. Person) an appropriate IRS Form W-8 (unless such Person is exempt from information reporting requirements under the Tax Code) and so notifies the Reorganized Debtors and the Disbursing Agent).

6.18 *Hart-Scott-Rodino Antitrust Improvements Act*

Any New Equity Interests to be distributed under the Plan to Entity required as a result of such distribution to file a premerger notification and report form under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, to the extent applicable, shall not be distributed until the notification and waiting periods applicable under such Act to such Entity have expired or been terminated.

ARTICLE VII. PROCEDURES FOR RESOLVING CLAIMS.

7.1 *Disputed Claims Generally.*

Except insofar as a Claim is Allowed under the Plan or was Allowed prior to the Effective Date, the Debtors or the Reorganized Debtors, as applicable, shall have and retain any and all rights and defenses such Debtor has with respect to any Disputed Claim, including the

Causes of Action retained pursuant to Section 10.11. Any objections to Claims shall be served and filed on or before: (a) the one hundred twentieth (120th) day following the later of (i) the Effective Date and (ii) the date that a proof of Claim is filed or amended or a Claim is otherwise asserted or amended in writing by or on behalf of a holder of such Claim; or (b) such later date as may be fixed by the Bankruptcy Court. All Disputed Claims not objected to by the end of such one hundred twenty (120) day period shall be deemed Allowed unless such period is extended upon approval of the Bankruptcy Court.

7.2 Resolution of Disputed Claims

(a) On and after the Effective Date, the Reorganized Debtors shall have the duty and authority, and, solely with respect to Other Unsecured Claims, in consultation with the Litigation Trustee, to (i) litigate, compromise, settle, otherwise resolve, or withdraw any objections to all Claims against the Debtors and to compromise and settle any such Disputed Claims without any further notice to or action, order, or approval by the Bankruptcy Court or any other party and (ii) administer and adjust the Claims Register to reflect any such settlements or compromises without any further action, order, notice to, or approval by the Bankruptcy Court or any other party.

(b) Expungement of, or Adjustment to, Paid, Satisfied, or Superseded Claims. Any Claim that has been paid, satisfied, or superseded, or any Claim that has been amended or superseded, may be adjusted or expunged on the Claims Register by the Reorganized Debtors, and, solely with respect to Other Unsecured Claims, in consultation with the Litigation Trustee, without a claims objection having to be filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

(c) Notwithstanding anything herein to the contrary, the Creditors' Committee or Litigation Trustee, as applicable, shall have the right to prosecute or otherwise adjudicate or settle particular objections to Other Unsecured Claims in the event that the Reorganized Debtors and the Litigation Trustee disagree with respect to the treatment of any particular Other Unsecured Claim and the Litigation Trustee shall have standing to seek court intervention to enforce this provision or otherwise resolve any dispute between the Reorganized Debtors and the Litigation Trustee with respect to allowance of Other Unsecured Claims.

(d) Disallowance of Claims. EXCEPT AS OTHERWISE AGREED, ANY AND ALL PROOFS OF CLAIM FILED AFTER THE APPLICABLE DEADLINE FOR FILING SUCH PROOFS OF CLAIM SHALL BE DEEMED DISALLOWED AND EXPUNGED AS OF THE EFFECTIVE DATE WITHOUT ANY FURTHER NOTICE TO OR ACTION, ORDER, OR APPROVAL OF THE BANKRUPTCY COURT, AND HOLDERS OF SUCH CLAIMS MAY NOT RECEIVE ANY DISTRIBUTIONS ON ACCOUNT OF SUCH CLAIMS, UNLESS SUCH LATE PROOF OF CLAIM IS DEEMED TIMELY FILED BY A FINAL ORDER ON OR BEFORE THE LATER OF THE CONFIRMATION HEARING AND THE DATE THAT IS FORTY-FIVE (45) DAYS AFTER THE APPLICABLE DEADLINE FOR FILING SUCH PROOFS OF CLAIM.

7.3 *Estimation of Claims.*

The Debtors or the Reorganized Debtors, as applicable, may at any time request that the Bankruptcy Court estimate any contingent, unliquidated, or Disputed Claim pursuant to section 502(c) of the Bankruptcy Code, regardless of whether the Debtors had previously objected to or otherwise disputed such Claim or whether the Bankruptcy Court has ruled on any such objection. The Bankruptcy Court shall retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including during the pendency of any appeal relating to any such objection. In the event that the Bankruptcy Court estimates any contingent, unliquidated, or Disputed Claim, the amount so estimated shall constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on the amount of such Claim, the Reorganized Debtors may pursue supplementary proceedings to object to the allowance of such Claim.

7.4 *Claims Resolution Procedures Cumulative.*

All of the objection, estimation, and resolution procedures in this Plan are intended to be cumulative and not exclusive of one another. Claims may be estimated and subsequently settled, compromised, withdrawn, or resolved in accordance with this Plan by any mechanism approved by the Bankruptcy Court.

7.5 *No Distributions Pending Allowance.*

No payment or distribution provided under this Plan shall be made on account of a Disputed Claim unless and until (and only to the extent that) such Claim becomes an Allowed Claim.

7.6 *Distributions After Allowance.*

To the extent that a Disputed Claim ultimately becomes an Allowed Claim, distributions (if any) shall be made to the holder of such Allowed Claim in accordance with the provisions of this Plan. As soon as practicable after the date on which the order or judgment of the Bankruptcy Court allowing any Disputed Claim becomes a Final Order, the Disbursing Agent shall provide to the holder of such Claim the distribution (if any) to which such holder is entitled under this Plan as of the Effective Date, without any interest to be paid on account of such Claim unless required by the Bankruptcy Code.

ARTICLE VIII. EXECUTORY CONTRACTS AND UNEXPIRED LEASES.

8.1 *Assumption and Rejection of Executory Contracts and Unexpired Leases.*

(a) As of and subject to the occurrence of the Effective Date, and except as expressly set forth in section 8.4 and 8.5 herein, all executory contracts and unexpired leases to which the Debtors are party shall (subject, in the cases of clauses (ii) and (iii), to the consent of the Plan Sponsor, whose consent will not to be unreasonably withheld) be deemed rejected except for an executory contract or unexpired lease that (i) has been assumed or rejected pursuant to a Final Order prior to entry of the Confirmation Order and in respect to which a

motion for such assumption or rejection has been filed prior to the initial filing of this Plan, (ii) is specifically designated on the Schedule of Assumed Contracts and Leases, or (iii) is the subject of a separate (A) assumption motion filed by the Debtors or (B) rejection motion filed by the Debtors under section 365 of the Bankruptcy Code before the Confirmation Date. The Debtors reserve the right to modify the treatment of any particular executory contract or unexpired lease pursuant to this Plan (subject to the consent rights in this clause (a)). Except as expressly set forth in sections 8.1(d), 8.3, 8.4 and 8.5, the Confirmation Order shall constitute the Bankruptcy Court's approval of the rejection of all the leases and contracts not identified in the Schedule of Assumed Contracts and Leases (subject to the consent rights described in this clause (a)).

(b) Subject to the occurrence of the Effective Date, the payment of any applicable Cure Amount, and the resolution of any Cure Dispute, the entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of the rejections, assumptions, and assignments provided for in this Plan pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Unless otherwise indicated or provided in a separate order of the Bankruptcy Court, rejections, assumptions, or assumptions and assignments of executory contracts and unexpired leases pursuant to this Plan are effective as of the Effective Date. Each executory contract and unexpired lease assumed pursuant to this Plan or by order of the Bankruptcy Court but not assigned to a third party before the Effective Date shall vest in and be fully enforceable by the applicable Reorganized Debtor in accordance with its terms, except as modified by the provisions of this Plan, any order of the Bankruptcy Court authorizing and providing for its assumption, or applicable law.

(c) Unless otherwise provided herein or by separate order of the Bankruptcy Court, each executory contract and unexpired lease that is assumed or assumed and assigned shall include any and all modifications, amendments, supplements, restatements, or other agreements made directly or indirectly by any agreement, instrument, or other document that in any manner affects such executory contract or unexpired lease, without regard to whether such agreement, instrument, or other document is listed in the Schedule of Assumed Contracts and Leases.

(d) Notwithstanding anything to the contrary herein, all intercompany agreements are deemed to be, and shall be treated as, executory contracts under this Plan and, on the Effective Date, shall be assumed pursuant to sections 365 and 1123 of the Bankruptcy Code effective as of the Effective Date regardless of whether such contracts are listed on the Schedule of Assumed Contracts and Leases.

8.2 *Determination of Cure Disputes and Deemed Consent.*

(a) With respect to each executory contract or unexpired lease to be assumed or assumed and assigned by the Debtors, unless otherwise determined by the Bankruptcy Court pursuant to a Final Order or agreed to by the parties thereto, the dollar amount required to Cure any defaults of the Debtors existing as of the Confirmation Date shall be the Cure Amount set in the Cure Notice. The Cure Amount shall be satisfied, under section 365(b)(1) of the Bankruptcy Code, by the Debtors or Reorganized Debtors, as applicable, upon assumption of the relevant executory contract or unexpired lease. In advance of the Confirmation Hearing, the Debtors shall have served a notice on parties to executory contracts and unexpired leases to be assumed

reflecting the Debtors' intent to assume the contract or lease in connection with this Plan and setting forth the proposed Cure Amount (if any). Unless a different agreement has been reached with the counterparty, upon payment in full of the Cure Amount, any and all proofs of Claim based upon an executory contract or unexpired lease that has been assumed in the Chapter 11 Cases or hereunder shall be deemed Disallowed and expunged without any further notice to or action by any party or order of the Bankruptcy Court.

(b) If there is a dispute regarding (i) any Cure Amount, (ii) the ability of the Debtors to provide adequate assurance of future performance (within the meaning of section 365 of the Bankruptcy Code) under the contract or lease to be assumed, or (iii) any other matter pertaining to assumption or assumption and assignment, such dispute shall be heard by the Bankruptcy Court prior to such assumption or assumption and assignment being effective. Any counterparty to an executory contract or unexpired lease that fails to object timely to the notice of the proposed assumption or assumption and assignment of such executory contract or unexpired lease or the relevant Cure Amount by the deadline to object to confirmation of this Plan, shall be deemed to have consented to such assumption or assumption and assignment and the Cure Amount (even if Zero Dollars (\$0)), and shall be forever barred, estopped, and enjoined from challenging the validity of such assumption or assumption and assignment or the amount of such Cure Amount thereafter.

8.3 *Survival of the Debtors' Indemnification and Reimbursement Obligations.*

(a) Notwithstanding anything in the Plan (including Section 10.3 of the Plan), any indemnification of the Debtors' officers, directors, members, agents, or employees (other than Non-Released Parties) who serve in such capacity provided for in the Debtors' bylaws, certificates of incorporation, other formation documents or board resolutions with respect to all present and future actions, suits, and proceedings against the Debtors or such officers, directors, members, managers, agents, or employees based upon any act or omission for or on behalf of the Debtors shall (i) remain in full force and effect, (ii) not be discharged, impaired, or otherwise affected in any way, including by the Plan, the Plan Supplement, or the Confirmation Order, (iii) not be limited, reduced or terminated after the Effective Date, and (iv) survive unimpaired and unaffected irrespective of whether such obligation is owed for an act or event occurring before, on or after the Petition Date, *provided*, that the Reorganized Debtors shall not indemnify officers, directors, members, or managers, as applicable, of the Debtors for any claims or Causes of Action (i) arising out of or relating to any act or omission that constitutes intentional fraud, gross negligence, or willful misconduct or (ii) that are not indemnified by such indemnification obligation; *provided*, further, that the obligations in this section shall not apply to any Non-Released Party and any obligations to indemnify a Non-Released Party shall be terminated upon the occurrence of the Effective Date. All such obligations shall be deemed and treated as executory contracts to be assumed by the Debtors under the Plan and shall continue as obligations of the Reorganized Debtors regardless of whether such obligations are included on the Schedule of Assumed Contracts and Leases. Any claim based on the Debtors' obligations under the Plan shall not be a Disputed Claim or subject to any objection, in either case, by reason of section 502(e)(1)(B) of the Bankruptcy Code.

(b) After the Effective Date, the Reorganized Debtors shall not terminate or otherwise reduce the coverage under any directors' and officers' insurance policies (including

any “tail policy”) in effect as of the Confirmation Date, and all members, managers, directors, and officers of the Debtors who served in such capacity at any time prior to the Effective Date shall be entitled to the full benefits of any such policy for the full term of such policy regardless of whether such members, managers, directors, and/or officers remain in such positions after the Effective Date.

8.4 Compensation and Benefit Plans.

Unless otherwise provided in this Plan and except as applicable to any Non-Released Party, all employment policies, and all compensation and benefits plans, policies, and programs of the Debtors applicable to their respective employees, retirees, and non-employee directors, including all savings plans, retirement plans, healthcare plans, disability plans, severance benefit plans, incentive plans, and life and accidental death and dismemberment insurance plans, are deemed to be, and shall be treated as, executory contracts under this Plan and, on the Effective Date, shall be assumed pursuant to sections 365 and 1123 of the Bankruptcy Code regardless of whether such obligations are identified on the Schedule of Assumed Contracts and Leases. For the avoidance of doubt, any awards granted under the Management Incentive Plan shall be governed by such plan and shall not be subject to any provisions of the foregoing assumed plans, programs, or arrangements.

8.5 Insurance Policies.

All insurance policies to which any Debtor is a party as of the Effective Date shall be deemed to be and treated as executory contracts, shall be assumed or assumed and assigned by the applicable Debtor regardless of whether such obligations are identified on the Schedule of Assumed Contracts and Leases, and shall vest in the Reorganized Debtors and continue in full force and effect thereafter in accordance with their respective terms.

8.6 Rejection Damages Claims.

In the event that the rejection of an executory contract or unexpired lease hereunder results in damages to the other party or parties to such executory contract or unexpired lease, any Claim for such damages shall be classified and treated in Class 4A (Unsecured Trade Claims) or Class 4B (Other Unsecured Claims), as applicable and as determined by the Debtors or Reorganized Debtors, as applicable. Such Claim shall be forever barred and shall not be enforceable against the Debtors or the Reorganized Debtors, as applicable, or their respective Estates, properties or interests in property as agents, successors, or assigns, unless a proof of Claim is filed with the Bankruptcy Court and served upon counsel for the Debtors or the Reorganized Debtors, as applicable, no later than forty-five (45) days after the filing and service of the notice of the occurrence of the Effective Date.

8.7 Reservation of Rights.

(a) Neither the exclusion nor the inclusion by the Debtors of any contract or lease on any exhibit, schedule, or other annex to this Plan or in the Plan Supplement, nor anything contained in this Plan, shall constitute an admission by the Debtors that any such

contract or lease is or is not an executory contract or unexpired lease or that the Debtors or the Reorganized Debtors or their respective affiliates has any liability thereunder.

(b) Except as otherwise provided in this Plan, or in a previously entered order of the Bankruptcy Court, nothing shall waive, excuse, limit, diminish, or otherwise alter any of the defenses, claims, Causes of Action, or other rights of the Debtors or the Reorganized Debtors under any executory or non-executory contract or unexpired or expired lease.

(c) Nothing in this Plan shall increase, augment, or add to any of the duties, obligations, responsibilities, or liabilities of the Debtors or the Reorganized Debtors, as applicable, under any executory or non-executory contract or unexpired or expired lease.

(d) For the avoidance of doubt, nothing in this Plan shall or shall be deemed to constitute a waiver of any rights, claims and/or remedies of any Prepetition Lender against another Prepetition Lender(s) or the Syndicated Facility Agent under the Syndicated Facility Agreement, including, the New Incremental Term Loans (as defined in the Incremental Assumption and Amendment Agreement, dated as of October 16, 2018), the other SFA Loan Documents or any related instrument, agreement or document.

(e) If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of its assumption under this Plan, the Debtors or Reorganized Debtors, as applicable, shall have sixty (60) days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease.

ARTICLE IX. CONDITIONS PRECEDENT TO THE OCCURRENCE OF THE EFFECTIVE DATE.

9.1 *Conditions Precedent to the Effective Date.*

The Effective Date shall not occur unless all of the following conditions precedent have been satisfied or waived in accordance with Section 9.3 of this Plan:

(a) the Bankruptcy Court shall have entered the Confirmation Order and such order shall have become a Final Order;

(b) the DIP Orders shall remain in full force and effect and no event of default under the DIP Documents shall have occurred or be continuing and an acceleration of the obligations or termination of the DIP Lenders' commitments under the DIP Documents shall not have occurred;

(c) the Plan Supplement and all of the schedules, documents, and exhibits contained therein, and all other schedules, documents, supplements and exhibits to the Plan, shall have been filed with the Bankruptcy Court and shall be acceptable to the relevant persons in accordance with the applicable consent and approval rights provided herein or in the Plan Sponsor Agreement;

(d) all conditions precedent to the consummation of the Direct Investment set forth in the Plan Sponsor Agreement shall have been satisfied or waived in accordance with the terms thereof and no termination event thereunder shall have occurred and not been waived;

(e) the Restructuring, Restructuring Transactions, Corporate Restructuring and Corporate Restructuring Steps shall have been (or substantially concurrently shall be) consummated, in each case in accordance with (and subject to the consent rights set forth in) the Plan and Plan Sponsor Agreement;

(f) the Debtors shall have paid all Restructuring Expenses incurred, or estimated to be incurred, through the Effective Date in accordance with the Plan;

(g) the Debtors shall have paid the Litigation Trust Cash Amount to the Litigation Trust and the Trade Claim Cash Amount shall have been funded in accordance with the terms of this Plan and the Plan Sponsor Agreement;

(h) the Plan Sponsor shall have paid any amounts payable by it pursuant to Section 5.8 to the persons entitled thereto;

(i) the Amended Organizational Documents shall have been entered into or otherwise made effective on terms consistent in all material respects with the Plan Sponsor Agreement.

(j) the Litigation Trust Agreement, in form and substance reasonably acceptable to the Creditors' Committee, Plan Sponsor, and the Debtors, shall have been entered into and become effective;

(k) the Company shall have received the full Direct Investment Amount and the New Equity Interests shall have been issued in accordance with the Plan and the Plan Sponsor Agreement;

(l) the Plan shall not have been materially amended, altered or modified from the Plan as confirmed by the Confirmation Order, unless such material amendment, alteration or modification has been made in accordance with Section 12.1 of the Plan and the Plan Sponsor Agreement;

(m) each Subsidiary Guarantor (as defined in the Syndicated Facility Agreement) shall be released pursuant to this Plan, valid action under the SFA, or by order of the Bankruptcy Court from any guarantees of, and all liens on its assets or properties securing, the "Obligations" (as defined in the Syndicated Facility Agreement), or otherwise evidenced in a manner reasonably satisfactory to the Plan Sponsor;

(n) there shall not be in effect any (a) order, opinion, ruling, or other decision entered by any court or other Governmental Unit or (b) U.S. or other applicable law staying, restraining, enjoining, prohibiting, or otherwise making illegal the implementation of any of the transactions contemplated by the Plan;

(o) all Foreign Enforcement Actions necessary to implement the transactions contemplated by this Plan have been successfully resolved and are subject to an order, judgment, or other approval that is in full force and effect and not subject to unfulfilled conditions (other than approval of a Deed of Company Arrangement or other arrangements in connection with the Speedcast Parent Administration to the extent such requires the occurrence of the Effective Date prior to approval), and all applicable waiting periods have expired without any action having been taken by any competent authority that would restrain, prevent, or otherwise impose materially adverse conditions on such transactions;

(p) The Intelsat Contract (as such term is used in the *Order Authorizing Debtors to Enter Into Material Contract with Intelsat US LLC* (Docket No. 545)) shall not have been terminated by the Debtors;

(q) to the extent approval of the Plan Sponsor Agreement or the Plan is required by the shareholders of Speedcast Parent under the ASX Listing Rules or the *Corporations Act 2001* (Cth), (i) Speedcast Parent has received a waiver of the requirement for shareholder approval from the ASX or ASIC (as applicable) or confirmation from the ASX or ASIC (as applicable) that such approval of the transactions contemplated by the Plan Sponsor Agreement and the Plan by the shareholders of Speedcast Parent is not required, and such waiver or confirmation is not revoked or withdrawn; and (ii) if such waiver or confirmation is subject to any conditions, any such conditions are satisfied; and

(r) all governmental and regulatory approvals, orders and consents (including, to the extent applicable, from the Committee on Foreign Investment in the United States, the Defense Counterintelligence and Security Agency, the Bankruptcy Court and the Foreign Investment Review Board of Australia) necessary in connection with the transactions provided for in this Plan have been obtained, are not subject to unfulfilled conditions, and are in full force and effect, and all applicable waiting periods have expired without any action having been taken by any competent authority that would restrain, prevent, or otherwise impose materially adverse conditions on such transactions.

9.2 *Timing of Conditions Precedent.*

Except as otherwise provided herein, all actions required to be taken on the Effective Date shall take place and shall be deemed to have occurred simultaneously and no such action shall be deemed to have occurred prior to the taking of any other such action.

9.3 *Waiver of Conditions Precedent.*

(a) Each of the conditions precedent to the occurrence of the Effective Date (other than Section 9.1(a) and 9.1(h)) may be waived in writing by the Debtors subject to the written consent of (i) the Plan Sponsor, and (ii) solely with respect to Section 9.1(p) and conditions precedent related to the Litigation Trust, the Creditors' Committee. If any such condition precedent is waived pursuant to this Section and the Effective Date occurs, each party agreeing to waive such condition precedent shall be estopped from withdrawing such waiver after the Effective Date or otherwise challenging the occurrence of the Effective Date on the basis that such condition was not satisfied. If this Plan is confirmed for fewer than all of the

Debtors subject to Section 5.16 of this Plan, only the conditions applicable to the Debtor or Debtors for which this Plan is confirmed must be satisfied or waived for the Effective Date to occur.

(b) The stay of the Confirmation Order pursuant to Bankruptcy Rule 3020(e) shall be deemed waived by and upon the entry of the Confirmation Order, and the Confirmation Order shall take effect immediately upon its entry.

9.4 *Effect of Failure of a Condition.*

If the conditions listed in Section 9.1 are not satisfied or waived in accordance with Section 9.3 on or before the Outside Date (as defined in, and as may be extended pursuant to, the Plan Sponsor Agreement) or by such later date acceptable to the Plan Sponsor, this Plan shall be null and void in all respects and nothing contained in this Plan or the Disclosure Statement shall (i) constitute a waiver or release of any Claims by or against or any Interests in the Debtors, (ii) prejudice in any manner the rights of any Entity, or (iii) constitute an admission, acknowledgement, offer, or undertaking by the Debtors or any other Entity.

9.5 *Substantial Consummation.*

“Substantial Consummation” of the Plan, as defined in section 1101(2) of the Bankruptcy Code, with respect to any of the Debtors, shall be deemed to occur on the Effective Date with respect to such Debtor.

ARTICLE X. EFFECT OF CONFIRMATION.

10.1 *Binding Effect.*

Except as otherwise provided in section 1141(d)(3) of the Bankruptcy Code, and subject to the occurrence of the Effective Date, on and after the entry of the Confirmation Order, the provisions of this Plan shall bind every holder of a Claim against or Interest in any Debtor and inure to the benefit of and be binding on such holder’s respective successors and assigns, regardless of whether the Claim or Interest of such holder is impaired under this Plan and whether such holder has voted to accept or reject this Plan.

10.2 *Vesting of Assets.*

Except as otherwise provided in this Plan, on and after the Effective Date, all Assets of the Estates, including all claims, rights, and Causes of Action and any property acquired by the Debtors or New Speedcast Parent under or in connection with this Plan, shall vest in each respective Reorganized Debtor free and clear of all Claims, Liens, charges, other encumbrances, and Interests, except as provided pursuant to the Plan, or the Confirmation Order. Subject to the terms of this Plan, on and after the Effective Date, the Reorganized Debtors may operate their businesses whether in or other than in the ordinary course of business, and may use, acquire, and dispose of property and prosecute, compromise, or settle any Claims (including any Administrative Expense Claims) and Causes of Action without supervision of or approval by the Bankruptcy Court and free and clear of any restrictions of the Bankruptcy Code or the Bankruptcy Rules other than restrictions expressly imposed by this Plan or the Confirmation

Order. Without limiting the foregoing, the Reorganized Debtors may pay the charges that they incur on or after the Effective Date for professional fees, disbursements, expenses, or related support services without application to the Bankruptcy Court.

10.3 *Discharge of Claims Against and Interests in the Debtors.*

Upon the Effective Date and in consideration of the distributions to be made under this Plan, except as otherwise provided in this Plan or in the Confirmation Order, each holder (as well as any trustee or agent on behalf of such holder) of a Claim or Interest and any successor, assign, and affiliate of such holder shall be deemed to have forever waived, released, and discharged the Debtors, to the fullest extent permitted by section 1141 of the Bankruptcy Code, of and from any and all Claims, Interests, rights, and liabilities that arose prior to the Effective Date, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands or liabilities that arose before the Effective Date, any liability (including withdrawal liability) to the extent such Claims or Interests relate to services performed by employees of the Debtors before the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code. Except as otherwise provided in this Plan, upon the Effective Date, all such holders of Claims and Interests and their successors, assigns, and affiliates shall be forever precluded and enjoined, pursuant to sections 105, 524, and 1141 of the Bankruptcy Code, from prosecuting or asserting any such discharged Claim against or terminated Interest in any Debtor or any Reorganized Debtor or any of their assets or properties.

10.4 *Term of Pre-Confirmation Injunctions and Stays.*

Unless otherwise provided in this Plan, all injunctions and stays arising under or entered during the Chapter 11 Cases, whether under sections 105 or 362 of the Bankruptcy Code or otherwise, and in existence on the date of entry of the Confirmation Order, shall remain in full force and effect until the later of the Effective Date and the date indicated in the order providing for such injunction or stay.

10.5 *Plan Injunction.*

(a) Except as otherwise provided in the Plan or in the Confirmation Order, from and after the Effective Date, pursuant to section 524(a) of the Bankruptcy Code, all Persons or Entities who have held, hold, or may hold Claims or Interests (whether proof of such Claims or Interests has been filed or not and whether or not such Persons or Entities vote in favor of, against or abstain from voting on the Plan or are presumed to have accepted or deemed to have rejected the Plan), and other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, and affiliates, that have been released, discharged, or are subject to exculpation, are, with respect to any such Claim or Interest, permanently enjoined after the entry of the

Confirmation Order from: (i) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including any proceeding in a judicial, arbitral, administrative, or other forum) against or affecting, directly or indirectly, a Debtor, a Reorganized Debtor, a Released Party, or an Estate or the property of any of the foregoing, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons mentioned in this subsection (i) or any property of any such transferee or successor; (ii) enforcing, levying, attaching (including any prejudgment attachment), collecting, or otherwise recovering in any manner or by any means, whether directly or indirectly, any judgment, award, decree, or order against a Debtor, a Reorganized Debtor, a Released Party, or an Estate or its property, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons mentioned in this subsection (ii) or any property of any such transferee or successor; (iii) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against a Debtor, a Reorganized Debtor, a Released Party, or an Estate or any of its property, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons mentioned in this subsection (iii) or any property of any such transferee or successor; (iv) asserting any right of setoff, directly or indirectly, against any obligation due from asserting any right of setoff, directly or indirectly, against any obligation due from a Debtor, a Reorganized Debtor, a Released Party or an Estate or any of its property, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons mentioned in this subsection (iv) or any property of any such transferee or successor; (v) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan to the full extent permitted by applicable law; and (vi) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of the Plan; provided, that nothing contained in the Plan shall preclude such Persons or Entities who have held, hold, or may hold Claims against, or Interests in, a Debtor, a Reorganized Debtor, a Released Party, or an Estate from exercising their rights and remedies, or obtaining benefits, pursuant to and consistent with the terms of the Plan.

(b) By accepting distributions pursuant to the Plan, each holder of an Allowed Claim or Allowed Interest shall be deemed to have affirmatively and specifically consented to be bound by the Plan, including the injunctions set forth in this Section 10.5 of the Plan.

(c) For the avoidance of doubt, the injunctions set forth in this Section 10.5 of the Plan prohibit the enforcement of the Syndicated Facility Agreement against any SFA Loan Party.

10.6 Releases.

(a) **RELEASES BY THE DEBTORS.** AS OF THE EFFECTIVE DATE, EXCEPT FOR THE RIGHTS AND REMEDIES THAT REMAIN IN EFFECT FROM AND AFTER THE EFFECTIVE DATE TO ENFORCE THE PLAN AND THE OBLIGATIONS CONTEMPLATED BY THE PLAN DOCUMENTS AND THE DOCUMENTS IN THE PLAN SUPPLEMENT, ON AND AFTER THE EFFECTIVE

DATE, THE RELEASED PARTIES WILL BE DEEMED CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED, BY THE DEBTORS, THE REORGANIZED DEBTORS, AND THE ESTATES, IN EACH CASE ON BEHALF OF THEMSELVES AND THEIR RESPECTIVE SUCCESSORS, ASSIGNS, AND REPRESENTATIVES AND ANY AND ALL OTHER PERSONS THAT MAY PURPORT TO ASSERT ANY CAUSE OF ACTION DERIVATIVELY, BY OR THROUGH THE FOREGOING PERSONS, INCLUDING THE LITIGATION TRUST (IF ESTABLISHED), FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, SUITS, JUDGMENTS, DAMAGES, DEMANDS, DEBTS, RIGHTS, AND CAUSES OF ACTION, LOSSES, REMEDIES, OR LIABILITIES WHATSOEVER (INCLUDING ANY DERIVATIVE CLAIMS, ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, THE REORGANIZED DEBTORS, OR THE ESTATES), WHETHER LIQUIDATED OR UNLIQUIDATED, FIXED OR CONTINGENT, MATURED OR UNMATURED, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, ACCRUED OR UNACCRUED, EXISTING OR HEREINAFTER ARISING, WHETHER IN LAW OR EQUITY, WHETHER SOUNDING IN TORT OR CONTRACT, WHETHER ARISING UNDER FEDERAL OR STATE STATUTORY OR COMMON LAW, OR ANY OTHER APPLICABLE INTERNATIONAL, FOREIGN, OR DOMESTIC LAW, RULE, STATUTE, REGULATION, TREATY, RIGHT, DUTY, REQUIREMENTS OR OTHERWISE THAT THE DEBTORS, THE REORGANIZED DEBTORS, THE ESTATES, OR THEIR AFFILIATES WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST OR OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THE CHAPTER 11 CASES, THE RESTRUCTURING, THE DIP DOCUMENTS, THE SYNDICATED FACILITY AGREEMENT, ANY SFA LOAN DOCUMENT, AND ANY RELATED INSTRUMENT, AGREEMENT, OR DOCUMENT, THE PLAN SPONSOR AGREEMENT, THE EQUITY COMMITMENT AGREEMENT, THE DIRECT INVESTMENT, THE FORBEARANCE AGREEMENT, THE AMENDED ORGANIZATIONAL DOCUMENTS, THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS OR THE REORGANIZED DEBTORS, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN ANY DEBTOR AND ANY RELEASED PARTY, THE RESTRUCTURING OF CLAIMS AND INTERESTS BEFORE OR DURING THE CHAPTER 11 CASES, THE PLAN, THE DISCLOSURE STATEMENT, THE PLAN DOCUMENTS AND THE DOCUMENTS IN THE PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS, OR OTHER DOCUMENTS RELATING THERETO, AND THE NEGOTIATION, FORMULATION, PREPARATION OR CONSUMMATION OF ANY DOCUMENTS OR TRANSACTIONS IN CONNECTION WITH ANY OF THE FOREGOING, THE SOLICITATION OF VOTES WITH RESPECT TO THE PLAN, IN ALL CASES BASED UPON ANY ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASES SET FORTH ABOVE DO NOT RELEASE ANY OBLIGATIONS ARISING AFTER EFFECTIVE DATE OF ANY PARTY OR ENTITY UNDER THE PLAN, ANY RESTRUCTURING TRANSACTION, OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THOSE SET FORTH IN THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THE PLAN, INCLUDING THE ASSUMPTION OF THE INDEMNIFICATION PROVISIONS AS SET FORTH IN THE PLAN. FURTHERMORE, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, NOTHING IN THIS PROVISION SHALL, NOR SHALL IT BE DEEMED TO, RELEASE ANY RELEASED PARTY FROM ANY CLAIMS OR CAUSES OF ACTION THAT ARE FOUND, PURSUANT TO A FINAL ORDER, TO BE THE RESULT OF SUCH RELEASED PARTY'S GROSS NEGLIGENCE, ACTUAL FRAUD, OR WILLFUL MISCONDUCT.

ENTRY OF THE CONFIRMATION ORDER BY THE BANKRUPTCY COURT SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE RELEASES IN THIS SECTION 10.6(a) OF THE PLAN (the "DEBTOR RELEASES"), WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS UNDER THE PLAN, AND FURTHER, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE DEBTOR RELEASES ARE: (I) IN EXCHANGE FOR THE GOOD, VALUABLE AND ADEQUATE CONSIDERATION PROVIDED BY THE RELEASED PARTIES, (II) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE RELEASED CLAIMS RELEASED BY THE DEBTORS, THE REORGANIZED DEBTORS AND THE ESTATES, (III) IN THE BEST INTERESTS OF THE DEBTORS, THE ESTATES AND ALL HOLDERS OF CLAIMS AND INTERESTS, (IV) FAIR, EQUITABLE AND REASONABLE, (V) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING, AND (VI) A BAR TO ANY OF THE DEBTORS, THE REORGANIZED DEBTORS, OR THE ESTATES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE DEBTOR RELEASE.

(b) NON-DEBTOR SFA LOAN PARTY RELEASE.

SOLELY TO THE EXTENT SET FORTH IN THE CONFIRMATION ORDER, ENTRY OF THE CONFIRMATION ORDER BY THE BANKRUPTCY COURT SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE RELEASES IN THIS SECTION 10.6(B) OF THE PLAN (THE "NON-DEBTOR SFA LOAN PARTY RELEASE"), WHICH INCLUDES, BY REFERENCE, EACH OF THE RELATED PROVISIONS AND DEFINITIONS UNDER THE PLAN, AND, FURTHERMORE, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE NON-DEBTOR SFA LOAN PARTY RELEASE IS (I) ESSENTIAL TO THE CONFIRMATION OF THE PLAN, (II) GIVEN IN EXCHANGE FOR THE GOOD, VALUABLE AND ADEQUATE CONSIDERATION PROVIDED BY THE NON-DEBTOR SFA LOAN PARTIES, INCLUDING ON ACCOUNT OF THEIR CONTRIBUTION TO THE DISTRIBUTIONS PROVIDED PURSUANT TO THIS PLAN, (III) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE NON-DEBTOR SFA LOAN

PARTY RELEASE, (IV) IN THE BEST INTERESTS OF THE DEBTORS AND THEIR ESTATES, (V) FAIR, EQUITABLE AND REASONABLE, (VI) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING, AND/OR (VII) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE NON-DEBTOR SFA LOAN PARTY RELEASE.

NOTWITHSTANDING ANYTHING IN THIS PLAN, SOLICITATION PROCEDURES OR ANY BALLOT TO THE CONTRARY, SOLELY TO THE EXTENT SET FORTH IN THE CONFIRMATION ORDER, EACH NON-DEBTOR SFA LOAN PARTY WILL, ON ACCOUNT OF THEIR CONTRIBUTIONS UNDER THIS PLAN, BE DEEMED CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION WHATSOEVER, WHETHER LIQUIDATED OR UNLIQUIDATED, FIXED OR CONTINGENT, MATURED OR UNMATURED, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT, OR OTHERWISE BY STATUTE, VIOLATIONS OF FEDERAL OR STATE SECURITIES LAWS OR OTHERWISE, ARISING UNDER THE SYNDICATED FACILITY AGREEMENT, ANY SFA LOAN DOCUMENT AND ANY RELATED INSTRUMENT, AGREEMENT AND DOCUMENT.

(c) **RELEASE OF LIENS.** Except as otherwise specifically provided in the Plan, the Plan Documents, the DIP Documents, or in any contract, instrument, release, or other agreement or document contemplated under or executed in connection with the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim, satisfaction in full of the secured portion of such Claim, including the Syndicated Facility Secured Claim, that is Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates and the SFA Loan Parties (to the extent set forth in the Confirmation Order) shall be fully released and discharged, and all of the right, title, and interest of any holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Reorganized Debtors or the non-Debtor SFA Loan Parties, as applicable (or other owner of such property as the case may be), and their successors and assigns, in each case, without any further approval or order of the Bankruptcy Court and without any action or filing being required to be made by the Debtors or non-Debtor SFA Loan Parties, as applicable.

10.7 Releases by Holders of Claims and Interests

AS OF THE EFFECTIVE DATE, EXCEPT FOR THE RIGHTS AND REMEDIES THAT REMAIN IN EFFECT FROM AND AFTER THE EFFECTIVE DATE TO ENFORCE THE PLAN AND THE OBLIGATIONS CONTEMPLATED BY THE PLAN DOCUMENTS, AND THE DOCUMENTS IN THE PLAN SUPPLEMENT, ON AND AFTER THE EFFECTIVE DATE, THE RELEASED PARTIES WILL BE

DEEMED CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED BY THE RELEASING PARTIES, FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION WHATSOEVER (INCLUDING ANY DERIVATIVE CLAIMS, ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, THE REORGANIZED DEBTORS, OR THEIR ESTATES), WHETHER LIQUIDATED OR UNLIQUIDATED, FIXED OR CONTINGENT, MATURED OR UNMATURED, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT, OR OTHERWISE BY STATUTE, VIOLATIONS OF FEDERAL OR STATE SECURITIES LAWS OR OTHERWISE, THAT SUCH HOLDERS OR THEIR ESTATES, AFFILIATES, HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, ASSIGNS, MANAGERS, ACCOUNTANTS, ATTORNEYS, REPRESENTATIVES, CONSULTANTS, AGENTS, AND ANY OTHER PERSONS CLAIMING UNDER OR THROUGH THEM WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST OR OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THE REORGANIZED DEBTORS, OR THEIR ESTATES, THE CHAPTER 11 CASES, THE RESTRUCTURING, THE DIP DOCUMENTS, THE SYNDICATED FACILITY AGREEMENT, ANY SFA LOAN DOCUMENT, AND ANY RELATED INSTRUMENT, AGREEMENT, OR DOCUMENT, THE EQUITY COMMITMENT AGREEMENT, THE DIRECT INVESTMENT, THE FORBEARANCE AGREEMENT, THE AMENDED ORGANIZATIONAL DOCUMENTS, THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS OR THE REORGANIZED DEBTORS, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS OR INTERACTIONS BETWEEN ANY DEBTOR AND ANY RELEASED PARTY, THE RESTRUCTURING, THE RESTRUCTURING OF ANY CLAIMS OR INTERESTS BEFORE OR DURING THE CHAPTER 11 CASES, THE PLAN, THE DISCLOSURE STATEMENT, THE PLAN SPONSOR AGREEMENT, THE PLAN DOCUMENTS AND THE DOCUMENTS IN THE PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS, OR OTHER DOCUMENTS RELATING THERETO, AND THE NEGOTIATION, FORMULATION, PREPARATION OR CONSUMMATION OF ANY DOCUMENTS OR TRANSACTIONS IN CONNECTION WITH ANY OF THE FOREGOING, OR THE SOLICITATION OF VOTES WITH RESPECT TO THE PLAN, IN ALL CASES BASED UPON ANY ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCES TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASES SET FORTH ABOVE DO NOT RELEASE ANY OBLIGATIONS ARISING AFTER EFFECTIVE DATE OF ANY PARTY OR ENTITY UNDER THE PLAN, ANY RESTRUCTURING TRANSACTION, OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THOSE SET FORTH IN THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THE PLAN,

INCLUDING THE ASSUMPTION OF THE INDEMNIFICATION PROVISIONS AS SET FORTH IN THE PLAN.

ENTRY OF THE CONFIRMATION ORDER BY THE BANKRUPTCY COURT SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE RELEASES IN SECTION 10.7 OF THE PLAN (THE "THIRD-PARTY RELEASE"), WHICH INCLUDES, BY REFERENCE, EACH OF THE RELATED PROVISIONS AND DEFINITIONS UNDER THE PLAN, AND, FURTHERMORE, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE THIRD-PARTY RELEASE IS (I) CONSENSUAL, (II) ESSENTIAL TO THE CONFIRMATION OF THE PLAN, (III) GIVEN IN EXCHANGE FOR THE GOOD, VALUABLE AND ADEQUATE CONSIDERATION PROVIDED BY THE RELEASED PARTIES, (IV) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE THIRD-PARTY RELEASE, (V) IN THE BEST INTERESTS OF THE DEBTORS AND THEIR ESTATES, (VI) FAIR, EQUITABLE AND REASONABLE, (VII) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING, AND (VIII) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE THIRD-PARTY RELEASE.

10.8 *Exculpation.*

EFFECTIVE AS OF THE EFFECTIVE DATE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND WITHOUT AFFECTING OR LIMITING EITHER THE ESTATE RELEASE SET FORTH IN SECTION 10.6 HEREIN OR THE CONSENSUAL RELEASES BY HOLDERS OF CLAIMS SET FORTH IN SECTION 10.7 HEREIN, AND NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, NO EXCULPATED PARTY WILL HAVE OR INCUR, AND EACH EXCULPATED PARTY WILL BE RELEASED AND EXCULPATED FROM, ANY CLAIM, OBLIGATION, SUIT, JUDGMENT, DAMAGE, DEMAND, DEBT, RIGHT, CAUSE OF ACTION, LOSS, REMEDY, AND LIABILITY FOR ANY CLAIM IN CONNECTION WITH OR ARISING OUT OF THE ADMINISTRATION OF THE CHAPTER 11 CASES; THE NEGOTIATION, PURSUIT, FORMULATION, PREPARATION OR CONSUMMATION OF THE DIP FACILITY, THE SYNDICATED FACILITY AGREEMENT, THE EQUITY COMMITMENT AGREEMENT, THE PLAN SPONSOR AGREEMENT, THE FORBEARANCE AGREEMENT, THE DIRECT INVESTMENT, THE MANAGEMENT INCENTIVE PLAN, THE AMENDED ORGANIZATIONAL DOCUMENTS, THE DISCLOSURE STATEMENT, THE RESTRUCTURING, THE PLAN AND THE PLAN DOCUMENTS (INCLUDING THE DOCUMENTS IN THE PLAN SUPPLEMENT), OR THE SOLICITATION OF VOTES FOR, OR CONFIRMATION OF, THE PLAN; THE FUNDING OR CONSUMMATION OF THE PLAN; THE OCCURRENCE OF THE EFFECTIVE DATE; THE ADMINISTRATION OF THE PLAN OR THE PROPERTY TO BE DISTRIBUTED UNDER THE PLAN; THE ISSUANCE OF SECURITIES UNDER OR IN CONNECTION WITH THE PLAN; THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS OR THE REORGANIZED DEBTORS; OR THE TRANSACTIONS IN FURTHERANCE OF ANY OF THE

FOREGOING; OTHER THAN CLAIM, OBLIGATION, SUIT, JUDGMENT, DAMAGE, DEMAND, DEBT, RIGHT, CAUSE OF ACTION, LOSS, AND LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATED TO ANY ACT OR OMISSION OF AN EXCULPATED PARTY THAT CONSTITUTES INTENTIONAL FRAUD, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE AS DETERMINED BY A FINAL ORDER. THE EXCULPATED PARTIES HAVE ACTED IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE WITH REGARD TO THE SOLICITATION AND DISTRIBUTION OF SECURITIES PURSUANT TO THE PLAN AND, THEREFORE, ARE NOT, AND ON ACCOUNT OF SUCH DISTRIBUTIONS WILL NOT BE, LIABLE AT ANY TIME FOR THE VIOLATION OF ANY APPLICABLE LAW, RULE, OR REGULATION GOVERNING THE SOLICITATION OF ACCEPTANCES OR REJECTIONS OF THE PLAN OR SUCH DISTRIBUTIONS MADE PURSUANT TO THE PLAN, INCLUDING THE ISSUANCE OF SECURITIES THEREUNDER.

10.9 Injunction Related to Releases and Exculpation.

Except for the rights that remain in effect from and after the Effective Date to enforce this Plan and the Plan Documents, the Confirmation Order shall permanently enjoin the commencement or prosecution by any Entity, whether directly, derivatively, or otherwise, of any Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, losses, or liabilities released or exculpated pursuant to this Plan.

10.10 Subordinated Claims.

The allowance, classification, and treatment of all Allowed Claims and Allowed Interests and the respective distributions and treatments thereof under this Plan take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, sections 510(b), or 510(c) of the Bankruptcy Code, or otherwise. Pursuant to section 510 of the Bankruptcy Code, the Debtors and Reorganized Debtors, as applicable, reserve the right to reclassify any Allowed Claim or Allowed Interest in accordance with any contractual, legal, or equitable subordination relating thereto.

10.11 Retention of Causes of Action and Reservation of Rights.

Subject to Sections 10.6, 10.7, 10.8, and 10.9 of this Plan, nothing contained in this Plan or the Confirmation Order shall be deemed to be a waiver or relinquishment of any rights, claims, Causes of Action, rights of setoff or recoupment, or other legal or equitable defenses that the Debtors had immediately before the Effective Date on behalf of the Estates or of themselves in accordance with any provision of the Bankruptcy Code or any applicable nonbankruptcy law. Subject to Sections 10.6, 10.7, 10.8, and 10.9 of this Plan, and except as provided in any order entered by the Bankruptcy Court, the Reorganized Debtors shall have, retain, reserve, and be entitled to assert all such claims, Causes of Action, rights of setoff or recoupment, and other legal or equitable defenses as fully as if the Chapter 11 Cases had not been commenced, and all of the Debtors' legal and equitable rights in respect of any Unimpaired

Claim may be asserted after the Effective Date to the same extent as if the Chapter 11 Cases had not been commenced.

10.12 *Ipso Facto and Similar Provisions Ineffective.*

Any term of any policy, contract, or other obligation applicable to a Debtor shall be void and of no further force or effect with respect to any Debtor to the extent that such term is conditioned on, creates an obligation of the Debtor as a result of, or gives rise to a right of any Entity based on any of the following: (i) the insolvency or financial condition of a Debtor; (ii) the commencement of the Chapter 11 Cases; (iii) the confirmation or consummation of this Plan, including any change of control that will occur as a result of such consummation; (iv) any change of control resulting from Restructuring Transactions; (v) the commencement of any Foreign Enforcement Action or similar proceeding; or (vi) the Restructuring.

ARTICLE XI. RETENTION OF JURISDICTION.

11.1 *Retention of Jurisdiction.*

Pursuant to sections 105(c) and 1142 of the Bankruptcy Code and notwithstanding entry of the Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, the Bankruptcy Court shall retain exclusive jurisdiction, pursuant to 28 U.S.C. §§ 1334 and 157, over all matters arising in or related to the Chapter 11 Cases, other than with respect to the Speedcast Parent Administration, the Deed of Company Arrangement, the Speedcast Parent Liquidation, as applicable, or any matters subject to the jurisdiction of a voluntary foreign recognition, administration, or similar proceedings commenced to implement the terms of the Restructuring or this Plan, for, among other things, the following purposes:

- (a) to hear and determine applications for the assumption or rejection of executory contracts or unexpired leases and any disputes over Cure Amounts resulting therefrom;
- (b) to determine any motion, adversary proceeding, application, contested matter, and other litigated matter in the Chapter 11 Cases pending on or commenced after the entry of the Confirmation Order, including adjudication of the Litigation Trust Causes of Action;
- (c) to hear and resolve any disputes arising from or related to (i) any orders of the Bankruptcy Court granting relief under Bankruptcy Rule 2004 or (ii) any protective orders entered by the Bankruptcy Court in connection with the foregoing;
- (d) to ensure that distributions to holders of Allowed Claims are accomplished as provided in this Plan and the Confirmation Order;
- (e) to consider Claims or the allowance, classification, priority, compromise, estimation, or payment of any Claim, including any Administrative Expense Claim;
- (f) to enter, implement, or enforce such orders as may be appropriate in the event that the Confirmation Order is for any reason stayed, reversed, revoked, modified, or vacated;

(g) to issue and enforce injunctions and releases, enter and implement other orders, and take such other actions as may be necessary or appropriate to restrain interference by any Entity with the consummation, implementation, or enforcement of this Plan, the Confirmation Order, or any other order of the Bankruptcy Court;

(h) to hear and determine any application to modify this Plan in accordance with section 1127 of the Bankruptcy Code to remedy any defect or omission or reconcile any inconsistency in this Plan, the Disclosure Statement, or any order of the Bankruptcy Court, including the Confirmation Order, in such a manner as may be necessary to carry out the purposes and effects thereof;

(i) to hear and determine all Fee Claims and Restructuring Expenses;

(j) to resolve disputes concerning Disputed Claims and any retained amounts with respect to Disputed Claims or the administration thereof, including disagreement between the Reorganized Debtors and the Litigation Trustee regarding the allowance of certain Disputed Claims as provided for in section 7.2(c) or information requests from the Litigation Trustee to the Reorganized Debtors;

(k) to hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of this Plan, the Confirmation Order, any transactions or payments in furtherance of either, or any agreement, instrument, or other document governing or related to any of the foregoing;

(l) to take any action and issue such orders, including any such action or orders as may be necessary after entry of the Confirmation Order or the occurrence of the Effective Date, as may be necessary to construe, enforce, implement, execute, and consummate this Plan, including any release, exculpation, or injunction provisions set forth in this Plan, or to maintain the integrity of this Plan following the occurrence of the Effective Date;

(m) to determine such other matters and for such other purposes as may be provided in the Confirmation Order;

(n) to hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

(o) to hear and determine any other matters related to the Chapter 11 Cases and not inconsistent with the Bankruptcy Code or title 28 of the United States Code;

(p) to resolve any disputes concerning whether an Entity had sufficient notice of the Chapter 11 Cases, the Disclosure Statement, any solicitation conducted in connection with the Chapter 11 Cases, any bar date established in the Chapter 11 Cases, or any deadline for responding or objecting to a Cure Amount, in each case, for the purpose for determining whether a Claim or Interest is discharged hereunder or for any other purpose;

(q) to recover all Assets of the Debtors and property of the Estates, wherever located;

(r) to enter a final decree closing each of the Chapter 11 Cases;

provided, that upon the execution of the New Organizational Documents and the Amended Organizational Documents, disputes with respect to the New Organizational Documents and the Amended Organizational Documents that are not related to the Plan shall otherwise be governed by the jurisdictional, forum selection or dispute resolution clause contained in such document.

ARTICLE XII. MISCELLANEOUS PROVISIONS.

12.1 Amendments.

(a) Plan Modifications. Subject to the written consent of (x) the Plan Sponsor, (y) the Creditors' Committee (in the case of this clause (y), whose consent will not be unreasonably withheld) and (z) solely with respect to Sections 5.8 and 9.1(h) and the component definitions thereof, the Initial Plan Sponsor, this Plan may be amended, modified, or supplemented by the Debtors in the manner provided for by section 1127 of the Bankruptcy Code or as otherwise permitted by law, without additional disclosure pursuant to section 1125 of the Bankruptcy Code, except as otherwise ordered by the Bankruptcy Court. In addition, after the Confirmation Date, so long as such action does not materially and adversely affect the treatment of holders of Allowed Claims or Allowed Interests pursuant to this Plan, the Debtors may remedy any defect or omission or reconcile any inconsistencies in this Plan or the Confirmation Order with respect to such matters as may be necessary to carry out the purposes or effects of this Plan, and any holder of a Claim or Interest that has accepted this Plan shall be deemed to have accepted this Plan as amended, modified, or supplemented.

(b) Certain Technical Amendments. Prior to the Effective Date, the Debtors may make appropriate technical adjustments and modifications to this Plan without further order or approval of the Bankruptcy Court; *provided*, that such technical adjustments and modifications do not adversely affect the Plan Sponsor or treatment of holders of Allowed Claims or Allowed Interests under this Plan and are reasonably acceptable to the Creditors' Committee.

12.2 Revocation or Withdrawal of Plan.

The Debtors, in consultation with the Creditors' Committee, reserve the right to revoke or withdraw this Plan prior to the Effective Date as to any or all of the Debtors. If, with respect to a Debtor, this Plan has been revoked or withdrawn prior to the Effective Date, or if confirmation or the occurrence of the Effective Date as to such Debtor does not occur on the Effective Date, then, with respect to such Debtor: (i) this Plan shall be null and void in all respects; (ii) any settlement or compromise embodied in this Plan (including the fixing or limiting to an amount any Claim or Interest or Class of Claims or Interests), assumption of executory contracts or unexpired leases affected by this Plan, and any document or agreement executed pursuant to this Plan shall be deemed null and void; and (iii) nothing contained in this Plan shall (a) constitute a waiver or release of any Claim by or against, or any Interest in, such Debtor or any other Entity; (b) prejudice in any manner the rights of such Debtor or any other Person or Entity; or (c) constitute an admission of any sort by any Debtor or any other Person or Entity.

12.3 *Dissolution of Creditors' Committee.*

Except to the extent provided herein, upon the Effective Date, the current and former members of the Creditors' Committee, and their respective officers, employees, counsel, advisors, and agents, shall be released and discharged of and from all further authority, duties, responsibilities, and obligations related to and arising from and in connection with the Chapter 11 Cases; *provided, however*, that following the Effective Date, the Creditors' Committee shall continue in existence and have standing and a right to be heard for the following limited purposes: (a) Claims and/or applications for compensation by Professional Persons; (b) any appeals of the Confirmation Order; (c) any appeals to which the Creditors' Committee is a named party; and (d) any adversary proceedings or contested matters as of the Effective Date to which the Creditors' Committee is a named party. Following the completion of the Creditors' Committee's remaining duties set forth above, the Creditors' Committee shall be dissolved, and the retention or employment of the Creditors' Committee's respective attorneys, accountants, and other agents shall terminate.

12.4 *Exemption from Certain Transfer Taxes.*

Pursuant to section 1146 of the Bankruptcy Code, the issuance, transfer, or exchange of any security or other property hereunder, including, to the fullest extent permitted by applicable law, all sale transactions consummated by the Debtors and approved by the Bankruptcy Court on and after the Confirmation Date through and including the Effective Date, including any transfers effectuated under this Plan, and any assumption, assignment, or sale by the Debtors of their interests in unexpired leases of nonresidential real property or executory contracts pursuant to section 365(a) of the Bankruptcy Code, shall constitute a "transfer under a plan" within the purview of section 1146 of the Bankruptcy Code and shall not be subject to any stamp, real estate transfer, mortgage, mortgage recording, document recording, conveyance fee or other similar tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, sales tax, use tax or other similar tax or government assessment.

12.5 *Payment of Statutory Fees.*

All fees payable under section 1930 of chapter 123 of title 28 of the United States Code shall be paid on the Effective Date, or as soon as practicable thereafter, by the Debtors or Reorganized Debtors; *provided*, that all fees payable pursuant to section 1930 of chapter 123 of title 28 of the United States Code prior to the Effective Date shall be paid by the Debtors. Quarterly fees owed to the U.S. Trustee shall be paid when due in accordance with applicable law and the Debtors and Reorganized Debtors shall continue to file reports to show the calculation of such fees for the Debtors' Estates until the Chapter 11 Cases are closed under section 350 of the Bankruptcy Code. Each and every one of the Debtors shall remain obligated to pay quarterly fees to the U.S. Trustee until the earliest of that particular Debtor's case is closed, dismissed, or converted to a case under Chapter 7 of the Bankruptcy Code; *provided* that, in the event Chapter 11 Cases are not closed under section 350 of the Bankruptcy Code solely due to the existence of the Litigation Trust, then the Litigation Trust shall be obligated, and the Litigation Trustee shall cause the Litigation Trust, to pay the quarterly fees to the U.S. Trustee.

12.6 Severability.

Subject to Section 12.2 of this Plan, if, prior to the entry of the Confirmation Order, any term or provision of this Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court, at the request of the Debtors with the reasonable consent of the Creditors' Committee and the Plan Sponsor, shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation by the Bankruptcy Court, the remainder of the terms and provisions of this Plan shall remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of this Plan, as it may have been altered or interpreted in accordance with this Section, is valid and enforceable pursuant to its terms.

12.7 Governing Law.

Except to the extent that the Bankruptcy Code or other federal law is applicable or to the extent that a Plan Document provides otherwise, the rights, duties, and obligations arising under this Plan and the Plan Documents shall be governed by, and construed and enforced in accordance with, the internal laws of the State of New York, without giving effect to the principles of conflict of laws thereof.

12.8 Immediate Binding Effect.

Notwithstanding Bankruptcy Rules 3020(e), 6004(h), 7062, or otherwise, upon the occurrence of the Effective Date, the terms of this Plan and the Plan Documents shall be immediately effective and enforceable and deemed binding upon and inure to the benefit of the Debtors, the Reorganized Debtors, the holders of Claims and Interests, the Released Parties, the Exculpated Parties, and each of their respective successors and assigns.

12.9 Successors and Assigns.

The rights, benefits, and obligations of any Entity named or referred to in this Plan shall be binding on and shall inure to the benefit of any heir, executor, administrator, successor, or permitted assign, if any, of each such Entity.

12.10 Entire Agreement.

On the Effective Date, this Plan, the Plan Supplement, and the Confirmation Order shall supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into this Plan.

12.11 *Computing Time.*

In computing any period of time prescribed or allowed by this Plan, unless otherwise set forth in this Plan or determined by the Bankruptcy Court, the provisions of Bankruptcy Rule 9006 shall apply.

12.12 *Exhibits to Plan.*

All exhibits, schedules, supplements, and appendices to this Plan (including the Plan Supplement) are incorporated into and are a part of this Plan as if set forth in full herein.

12.13 *Notices.*

All notices, requests, and demands to or upon the Debtors or Reorganized Debtors, as applicable, shall be in writing (including by email transmission) and, unless otherwise provided herein, shall be deemed to have been duly given or made only when actually delivered, addressed as follows:

(a) *If to the Debtors or Reorganized Debtors:*

SpeedCast International Limited
4400 S. Sam Houston Parkway East
Houston, Texas 77048
Attn: Dominic Gyngell (dominic.gyngell@speedcast.com)

– and –

Weil, Gotshal & Manges LLP
700 Louisiana Street, Suite 1700
Houston, Texas 77002
Telephone: (212) 310-8000
Attn: Alfredo R. Pérez (Alfredo.Perez@weil.com)
Brenda Funk (Brenda.Funk@weil.com)
Stephanie Morrison (Stephanie.Morrison@weil.com)

– and –

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Attn: Gary T. Holtzer (Gary.Holtzer@weil.com)
Kelly DiBlasi (Kelly.DiBlasi@weil.com)
David N. Griffiths (David.Griffiths@weil.com)

(b) If to the *Initial Plan Sponsor*:

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019
Attn: Richard G. Mason (RGMason@wlrk.com)
Victor Goldfeld (VGoldfeld@wlrk.com)
John R. Sobolewski (JRSobolewski@wlrk.com)
Benjamin S. Arfa (BSArfa@wlrk.com)

– and –

Vinson & Elkins LLP
1001 Fannin Street, Suite 250
Houston, Texas 77002
Attn: Paul E. Heath (pheath@velaw.com)
Matthew W. Moran (mmoran@velaw.com)

(c) *If to the Creditors' Committee*:

Hogan Lovells LLP
390 Madison Avenue
New York, New York 10017
Telephone: (212) 918-3000
Attn: David P. Simonds (david.simonds@hoganlovells.com)
Ronald J. Silverman (ronald.silverman@hoganlovells.com)
John D. Beck (john.beck@hoganlovells.com)
Jennifer Y. Lee (jennifer.lee@hoganlovells.com)

– and –

Husch Blackwell LLP
60 Travis St., Suite 2350
Houston, Texas 77002
Telephone: (713) 525-6226
Attn: Randall A. Rios (randy.rios@huschblackwell.com)
Timothy A. Million (tim.million@huschblackwell.com)

After the occurrence of the Effective Date, the Reorganized Debtors have authority to send a notice to Entities that to continue to receive documents pursuant to Bankruptcy Rule 2002, such Entities must file a renewed request to receive documents pursuant to Bankruptcy Rule 2002. After the occurrence of the Effective Date, the Reorganized Debtors are authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities that have filed such renewed requests.

12.14 *Reservation of Rights.*

Except as otherwise provided herein, this Plan shall be of no force or effect unless the Bankruptcy Court enters the Confirmation Order. None of the filing of this Plan, any statement or provision of this Plan, or the taking of any action by the Debtors with respect to this Plan shall be or shall be deemed to be an admission or waiver of any rights of the Debtors with respect to any Claims or Interests prior to the Effective Date.

Dated: November 3, 2020
Houston, Texas

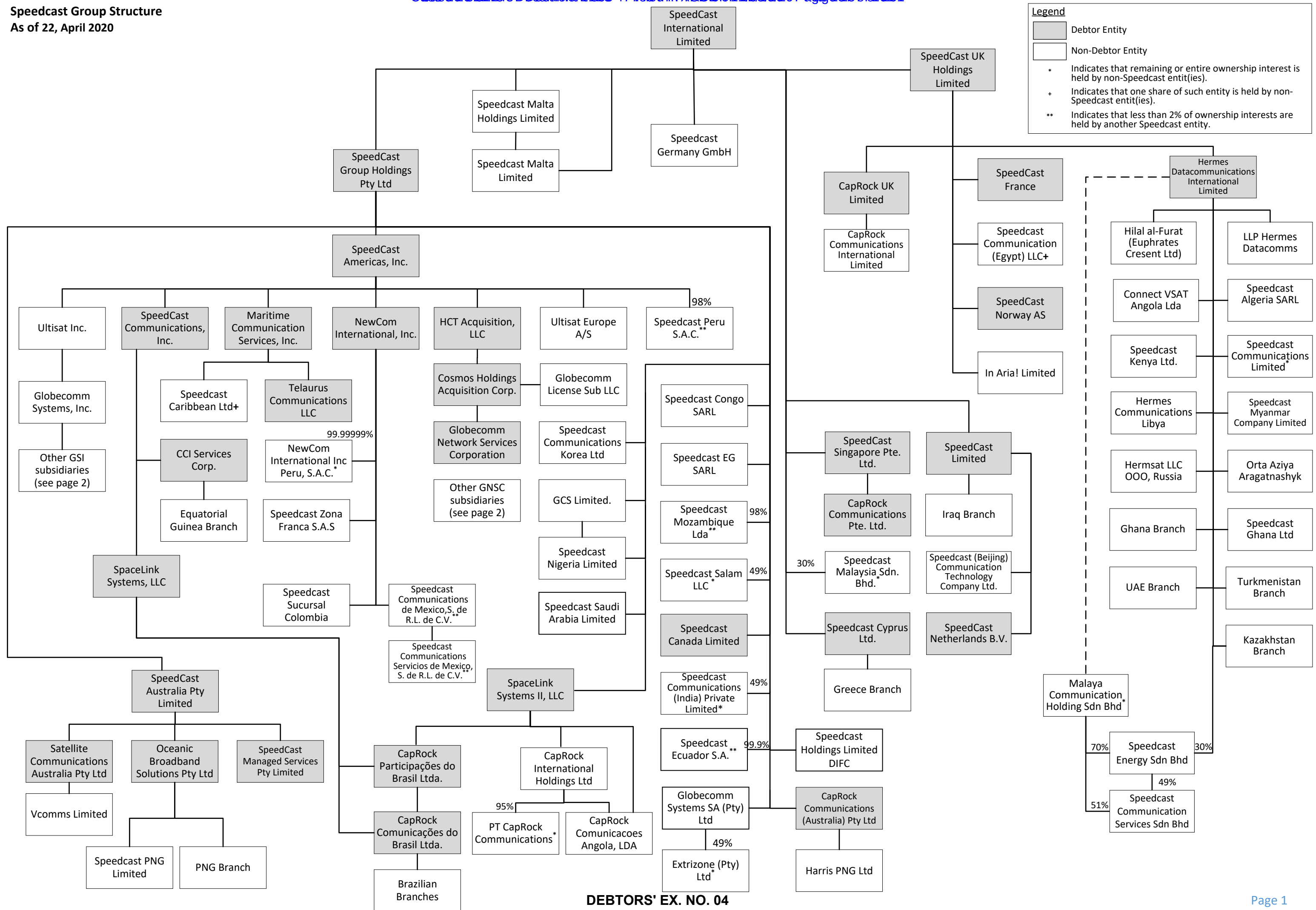
**CAPROCK COMMUNICATIONS (AUSTRALIA) PTY LTD
CAPROCK COMMUNICATIONS PTE. LTD
CAPROCK COMUNICAÇÕES DO BRASIL LTDA.
CAPROCK PARTICIPAÇÕES DO BRASIL LTDA.
CAPROCK UK LIMITED
CCI SERVICES CORP.
COSMOS HOLDINGS ACQUISITION CORP.
EVOLUTION COMMUNICATIONS GROUP LIMITED
GLOBECOMM EUROPE B.V.
GLOBECOMM NETWORK SERVICES CORPORATION
HCT ACQUISITION, LLC
HERMES DATACOMMUNICATIONS INTERNATIONAL
LIMITED
MARITIME COMMUNICATION SERVICES, INC.
NEWCOM INTERNATIONAL, INC.
OCEANIC BROADBAND SOLUTIONS PTY LTD
SATELLITE COMMUNICATIONS AUSTRALIA PTY LTD
SPACELINK SYSTEMS II, LLC
SPACELINK SYSTEMS, LLC
SPEEDCAST AMERICAS, INC.
SPEEDCAST AUSTRALIA PTY LIMITED
SPEEDCAST CANADA LIMITED
SPEEDCAST COMMUNICATIONS, INC.
SPEEDCAST CYPRUS LTD.
SPEEDCAST FRANCE SAS
SPEEDCAST GROUP HOLDINGS PTY LTD
SPEEDCAST LIMITED
SPEEDCAST MANAGED SERVICES PTY LIMITED
SPEEDCAST NETHERLANDS B.V.
SPEEDCAST NORWAY AS
SPEEDCAST SINGAPORE PTE. LTD.
SPEEDCAST UK HOLDINGS LIMITED
TELAURUS COMMUNICATIONS LLC**

By: /s/ Michael Healy
Name: Michael Healy
Title: Chief Restructuring Officer

Exhibit B

Organizational Chart

Speedcast Group Structure
As of 22, April 2020



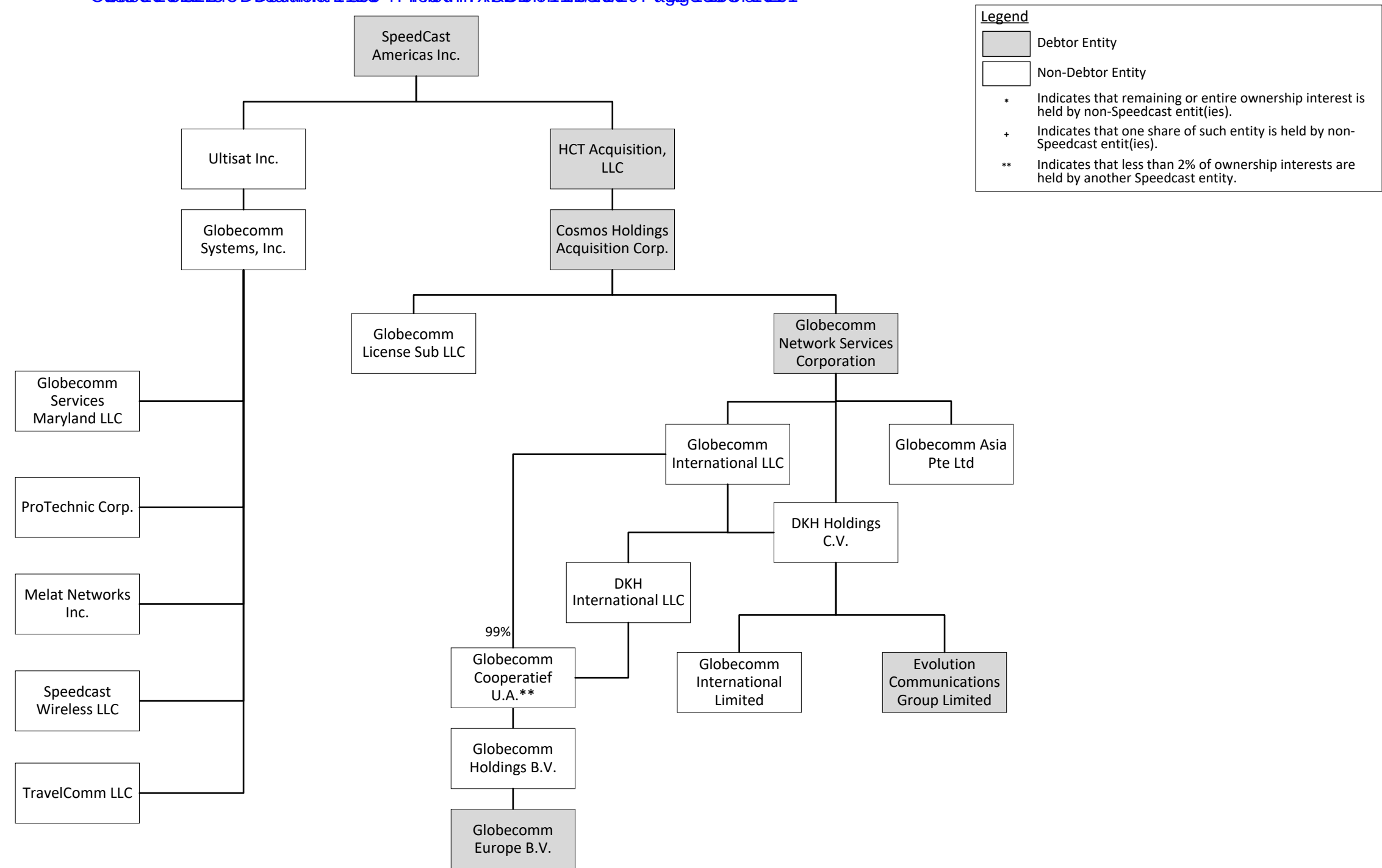


Exhibit C

Equity Commitment Agreement

AMENDED AND RESTATED EQUITY COMMITMENT AGREEMENT

AMONG

SPEEDCAST INTERNATIONAL LIMITED

AND

THE COMMITMENT PARTIES PARTY HERETO

Dated as of October 10, 2020

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EQUITY COMMITMENT AGREEMENT

This AMENDED AND RESTATED EQUITY COMMITMENT AGREEMENT (including exhibits and schedules attached hereto and incorporated herein, this “**Agreement**”) dated as of October 10, 2020 is made by and among Speedcast International Limited, a company registered in Victoria, Australia (the “**Company**” and together with its direct and indirect subsidiaries, the “**Company Group Entities**”) and the ultimate parent of each of the other Debtors (as defined below) (the Company together with the Debtors, the “**Company Parties**”) and the Commitment Parties set forth on **Schedule 1** hereto (as such list may be amended, supplemented or modified from time to time in accordance with Section 2 hereof) (each referred to herein, individually, as a “**Commitment Party**” and, collectively, as the “**Commitment Parties**”). The Company and each Commitment Party is referred to herein, individually, as a “**Party**” and, collectively, as the “**Parties**”.

WHEREAS, on April 23, 2020, the Company and certain of its subsidiaries set forth on **Schedule 2** (collectively, the “**Debtors**”) filed voluntary petitions for relief (the “**Chapter 11 Cases**”) under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. (the “**Bankruptcy Code**”), in the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”);

WHEREAS, the Parties have agreed to a restructuring of the Company’s capital structure and liabilities (the “**Restructuring**”) to be implemented through the joint plan of reorganization for the Debtors attached hereto as **Exhibit A** (as may be amended, supplemented, amended and restated or otherwise modified from time to time in a manner reasonably acceptable to the Required Commitment Parties (as defined below), the “**Plan**”). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Plan;

WHEREAS, on August 12, 2020, the Parties entered into an Equity Commitment Agreement (the “**Original Equity Commitment Agreement**”);

WHEREAS, the Parties desire to amend and restate the Original Equity Commitment Agreement in its entirety as set forth herein;

WHEREAS, the undersigned Commitment Parties constitute all of the Commitment Parties as of the date hereof;

WHEREAS, subject to the Bankruptcy Court’s entry of an order confirming the Plan (the “**Confirmation Order**”), consummation of the Plan, and satisfaction of the other conditions specified in Section 8 and Section 9 hereof, on the effective date of the Plan (the “**Plan Effective Date**”), a successor entity acting as the parent of the reorganized Company Group Entities (“**New Speedcast Parent**”) will offer and sell new common equity interests (the “**Direct Investment Shares**”, and such investment, the “**Direct Investment**”) representing 100% of the common equity interests of the New Speedcast Parent for an aggregate purchase price of \$500 million (such amount, the “**Aggregate Purchase Price**”), in accordance with the terms of this Agreement;

WHEREAS, in order to facilitate the Restructuring, the Plan and the Direct Investment, pursuant to this Agreement, and subject to the terms, conditions and limitations set forth herein, (A) the Company has agreed to consummate the Restructuring pursuant to the Plan and (B) each Commitment Party, severally and not jointly, has agreed to purchase from New Speedcast Parent, on the Plan Effective Date, the percentage of Direct Investment Shares allocated to such Commitment Party on **Schedule 1** for an aggregate amount in cash equal to such percentage multiplied by the Aggregate Purchase Price (with respect to each Commitment Party, such Commitment Party's "**Funding Amount**"); and

WHEREAS, for purposes of this Agreement, "**Required Commitment Parties**" shall mean, subject to Section 19, those Commitment Parties holding at least 66 ⅔ % in aggregate amount of the Equity Commitments (as defined below) of all Commitment Parties as of the date on which the consent, waiver or approval is being solicited (excluding any Defaulting Commitment Parties (as defined below) and their corresponding Equity Commitments).

NOW, THEREFORE, in consideration of the foregoing, and the representations, warranties and covenants set forth herein, and for other good and valuable consideration, the Original Restated Equity Commitment Agreement is hereby amended and restated in its entirety and the Company and the Commitment Parties agree as follows:

Section 1. THE EQUITY COMMITMENTS.

(a) Subject to the conditions set forth in Section 8, each Commitment Party, severally and not jointly, agrees to purchase, in accordance with Section 1(b), the percentage of Direct Investment Shares allocated to such Commitment Party on Schedule 1 at the aggregate purchase price therefor (the "**Equity Commitments**"). The price per share ("**Price Per Share**") of each Direct Investment Share shall be calculated by taking \$500 million and dividing it by the number of Direct Investment Shares to be issued to the Commitment Parties at the Plan Effective Date.

(b) No later than ten (10) Business Days prior to the expected Plan Effective Date, the Company hereby agrees and undertakes to deliver to each Commitment Party by email delivery a written notice (the "**Commitment Funding Notice**") of (i) the number of Direct Investment Shares allocated to such Commitment Party and such Commitment Party's Funding Amount calculated in accordance with this Agreement; (ii) wire instructions for a segregated, escrow account of the Debtors or its agent held in an agreed upon, nationally recognized financial institution (the "**Escrow Account**") to which each Commitment Party shall deliver an amount equal to its Funding Amount; and (iii) the deadline for delivery of the Funding Amount, which shall be two (2) Business Days before the expected Plan Effective Date (the "**Commitment Funding Deadline**"). Each Commitment Party shall deliver and pay its applicable Funding Amount by wire transfer in immediately available funds into the Escrow Account by the Commitment Funding Deadline. If this Agreement is terminated pursuant to Section 12 or if the Plan Effective Date does not occur within five (5) Business Days following the Commitment Funding Deadline, the funds held in the Escrow Account shall be released to the

applicable Commitment Party, without any interest accrued thereon, promptly following such termination or such fifth (5th) Business Day. Notwithstanding the foregoing, (x) each Commitment Party may elect to net any cash it or its Affiliates are entitled to receive under the Plan on account of any claims against the Debtors (based on claims held as of two (2) Business Days prior to the Commitment Funding Deadline, as reasonably determined by such Commitment Party and the Company), (y) in the event any Commitment Party exercises such right, in lieu of delivering the Funding Amount in its entirety as provided herein, such Commitment Party shall be obligated to deliver the Funding Amount less any such netted amount by the Commitment Funding Deadline and (z) on the Plan Effective Date, notwithstanding anything to the contrary in the Plan, the Commitment Party shall be deemed to have delivered such netted amount to the Company in partial or full (as applicable) satisfaction of such Commitment Party's Funding Amount and the Company shall be deemed to have delivered such netted amount to such Commitment Party or its applicable Affiliate in partial or full (as applicable) satisfaction of such Commitment Party's or Affiliates entitlements under the Plan. For purposes of this Agreement, "**Business Day**" means any day of the year on which national banking institutions in New York City are open to the public for conducting business and are not required or authorized to close.

(c) On the Plan Effective Date, the Commitment Parties will purchase, and New Speedcast Parent will sell to the Commitment Parties, only such amount of Direct Investment Shares as is listed in the Commitment Funding Notice.

(d) Delivery of the Direct Investment Shares will be made by New Speedcast Parent to the respective Commitment Parties, on the Plan Effective Date, upon the release of the Funding Amount (less any amounts permitted to be netted therefrom pursuant to the penultimate sentence of Section 1(b) hereof) of each Commitment Party from the Escrow Account, upon which time such funds shall be delivered to New Speedcast Parent by wire transfer of immediately available funds to the account specified by New Speedcast Parent to the Commitment Parties at least twenty four (24) hours in advance.

Section 2. NO TRANSFERS. Each Commitment Party's Equity Commitment shall not be transferable directly or indirectly, in whole or in part. Notwithstanding the foregoing, a Commitment Party may assign its Equity Commitment to any fund, account (including any separately managed accounts) or investment vehicle that is controlled, managed, advised or sub-advised by such Commitment Party, an affiliate thereof or the same investment manager, advisor or subadvisor as such Commitment Party or an affiliate of such investment manager, advisor or subadvisor (each, a "**Related Fund**"); *provided* that such Related Fund shall, as a condition to such transfer, be required to deliver a joinder to this Agreement in the form attached as **Exhibit B** hereto (a "**Joinder**") (to the extent not then a Party hereto) and the assigning Commitment Party shall remain fully obligated for its Equity Commitment.

Section 3. COMMITMENT PARTY DEFAULT. Any Commitment Party that fails to timely fund its obligations pursuant to Section 1(b) or otherwise breaches any representation, warranty, covenant or agreement herein in a manner that would result in a failure of any condition set forth in Section 9 (a "**Defaulting Commitment Party**") after

written notice by the Company thereof and a one-Business Day opportunity to cure such default will be liable for its default or breach, and the parties hereto can enforce rights of money damages and/or specific performance upon the failure to timely fund or breach by the Defaulting Commitment Party. Each of the non-defaulting Commitment Parties shall have the right, but not the obligation, to assume, by notice to the Company and each Commitment Party by the earlier of the Plan Effective Date and two days following the expiration of such one-Business Day period, its *pro rata* share of such Defaulting Commitment Party's Equity Commitment, based on the proportion of its Direct Investment Shares to the aggregate amount of Direct Investment Shares of all non-defaulting Commitment Parties assuming such Defaulting Commitment Party's Direct Investment Shares.

Section 4. REPRESENTATIONS AND WARRANTIES OF THE COMPANY. Except as set forth on the Company Disclosure Schedules, the Company represents and warrants to, and agrees with, the Commitment Parties as set forth below. Except as set forth on the Company Disclosure Schedules, the representations and warranties in this Agreement shall in no way be affected by any knowledge or investigation of the subject matter thereof made by or on behalf of any Commitment Party. Except for representations, warranties and agreements that are expressly limited as to their date, each representation, warranty and agreement is made as of the date hereof.

(a) *Organization and Qualification.* Each of the Company Group Entities is duly incorporated or organized, validly existing and, if applicable, in good standing under the laws of its respective jurisdiction of incorporation or organization and has the requisite power and authority to own, lease and operate their respective properties and to carry on its business as now conducted. Each of the Company Group Entities is duly qualified or authorized to do business and, if applicable, is in good standing under the laws of each jurisdiction in which it owns or leases real property or in which the conduct of its business or the ownership of its properties requires such qualification or authorization, except where the failure to be so qualified, authorized or in good standing would not be reasonably likely to result in a Material Adverse Effect (as defined in Section 8(i) hereof).

(b) *Power and Authority.*

(i) The Company has the requisite corporate power and authority to enter into, execute and deliver this Agreement and any other agreements contemplated herein and, subject to entry of the Confirmation Order and consummation of the Plan, to perform its obligations hereunder and under any other agreements contemplated herein, including to issue the Direct Investment Shares. The Company has taken all necessary corporate action required for the due authorization, execution, delivery and performance by it of this Agreement and any other agreements contemplated herein, and subject to the entry of the Confirmation Order, will have taken all necessary corporate action required to perform its obligations hereunder and under any other agreements contemplated herein, including, to issue the Direct Investment Shares.

(ii) Prior to the Plan Effective Date, the Company will have taken all necessary corporate action required for the due authorization, execution, delivery and, and subject to the entry of the Confirmation Order, performance by it of the Plan.

(c) *Execution and Delivery.* This Agreement and any other agreements contemplated herein has been and will be, duly and validly executed and delivered by the Company, and, subject to entry of the Confirmation Order and consummation of this Agreement and any other agreements contemplated herein, constitutes or will constitute the valid and binding obligations of the Company, enforceable against the Company in accordance with their terms.

(d) *Reserved.*

(e) *Issuance.* As of the Plan Effective Date, the issuance of the Direct Investment Shares to be issued and sold by New Speedcast Parent to the Commitment Parties hereunder will have been duly and validly authorized and, when the Direct Investment Shares are issued and delivered to the Commitment Parties hereunder, will be duly and validly issued and outstanding, fully paid, non-assessable and free and clear of all Taxes, liens, pre-emptive rights, rights of first refusal, subscription and similar rights, except as set forth herein or created or otherwise imposed by any Commitment Party, and other than liens pursuant to applicable securities laws.

(f) *No Conflict.* Subject to entry of the Confirmation Order and consummation of the Plan, the sale, issuance and delivery of the Direct Investment Shares pursuant to the terms hereof, and the execution and delivery by the Company of this Agreement and compliance by it with all of the provisions hereof and thereof and the consummation of the transactions contemplated hereby and thereby: (i) will not conflict with or result in a breach or violation of, any of the terms or provisions of, or constitute a default under (with or without notice or lapse of time, or both), or result, except to the extent expressly provided in or contemplated by the Plan, in the acceleration of, or the creation of any lien under, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound or to which any of their properties or assets is subject; (ii) will not result in any violation of the provisions of the organizational documents of the Company; and (iii) assuming the accuracy of the Commitment Parties' representations and warranties in Section 5, except as set forth on Section 4(f) of the Company Disclosure Schedules, will not result in any violation of, or any termination or material impairment of any rights under, any statute or any license, authorization, injunction, judgment, order, decree, rule or regulation of any transnational, domestic or foreign federal, state or local governmental, regulatory or administrative authority, department, agency or official, including any political subdivision thereof including, without limitation, the Committee on Foreign Investment in the United States ("CFIUS") and the Defense Counterintelligence and Security Agency ("DCSA") or any federal, state, municipal, domestic or foreign court, arbitrator, or tribunal ("**Governmental Entity**") or body having jurisdiction over the Company or any of its subsidiaries or any of their respective properties, except in any such case described in clause (c) or clause

(iii), as would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

(g) *Consents and Approvals.* Assuming the accuracy of the Commitment Parties' representations and warranties in Section 5, no consent, approval, authorization, order, registration or qualification of or with any Governmental Entity having jurisdiction over the Company or any of its subsidiaries is required for the issuance, sale and delivery of the Direct Investment Shares to the Commitment Parties hereunder and the execution and delivery by the Company of this Agreement and performance of and compliance by them with all of the provisions hereof and thereof and the consummation of the transactions contemplated hereby and thereby, except (i) the entry of the Confirmation Order, (ii) filings, if any, pursuant to the HSR Act (as defined below) and the expiration or termination of all applicable waiting periods thereunder or any applicable notification, authorization, approval or consent under any other Antitrust Laws in connection with the transactions contemplated by this Agreement, (iii) consents, approvals and authorizations from the Federal Communications Commission, state public utility commissions and other similar Government Entities having jurisdiction over the assets, businesses, and operations of the Company and its Subsidiaries, (iv) the filing of any other corporate documents in connection with the transactions contemplated by this Agreement with applicable state filing agencies, (v) such consents, approvals, authorizations, registrations or qualifications as may be required under foreign securities laws, federal securities laws or state securities or Blue Sky laws in connection with the offer and sale of the Direct Investment Shares and, (vi) as set forth on Section 4(g) of the Company Disclosure Schedules, and (vii) such consents, approvals, authorizations, registrations or qualifications which are described or provided for in Section 8 or Section 9 or the absence of which would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

(h) *Reserved.*

(i) *Reserved.*

(j) *No Violation.* The Company and its subsidiaries are not, except as a result of the Chapter 11 Cases, in violation of any applicable law or statute or any judgment, order, rule or regulation of any Governmental Entity, except for any such default or violation that would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

(k) *Legal Proceedings.* Other than the Chapter 11 Cases and any adversary proceedings or contested motions commenced in connection therewith, and other than as set forth in the Disclosure Statement (as defined below), there are no legal, governmental or regulatory investigations, actions, suits or proceedings pending or, to the knowledge of the Company, threatened, in each case, to which the Company and its subsidiaries is or may be a party or to which any property of the Company and its subsidiaries is or may be the subject that, individually or in the aggregate would reasonably be expected to result in a Material Adverse Effect. For the purposes of this Agreement "knowledge of the

Company” shall mean the actual knowledge, after reasonable investigation, of Joe Spytek and Peter Myers.

(l) *No Broker’s Fees.* The Company is not a party to any contract, agreement or understanding with any person (other than this Agreement) that would give rise to a valid claim against it or the Commitment Parties for a brokerage commission, finder’s fee or like payment in connection with the offering and sale of the Direct Investment Shares.

(m) *Absence of Certain Changes.* Since May 31, 2020, no change, event, circumstance, effect, development, occurrence or state of facts has occurred or exists that have had or are reasonably expected to have, individually or in the aggregate, a Material Adverse Effect.

(n) *Environmental.* Except as to matters that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect: (i) no written notice, claim, demand, request for information, order, complaint or penalty has been received by the Company or any of its subsidiaries from any Governmental Entity, and there are no judicial, administrative or other actions, suits or proceedings pending or, to the knowledge of the Company, threatened which allege a violation of or liability under any Environmental Laws, in each case relating to the Company or any of its subsidiaries, (ii) the Company and each of its subsidiaries is in compliance with Environmental Law and has obtained, maintains in full force and effect, and is in compliance with all material permits, licenses and other approvals currently required under any Environmental Law for conduct of its business as presently conducted by the Company, and (iii) no Hazardous Materials have been released by the Company or any of its subsidiaries at any location in a manner that would reasonably be expected to give rise to any cost, liability or obligation of the Company or any of its subsidiaries under any Environmental Laws. For purposes of this Agreement, “**Environmental Law**” means all applicable foreign, federal, state and local conventions, treaties, protocols, laws, statutes, rules, regulations, ordinances, orders and decrees in effect on the date hereof relating in any manner to contamination, pollution or protection of the environment or exposure to hazardous or toxic substances, materials or wastes, and “**Hazardous Materials**” means all materials, substances, chemicals, or wastes (or combination thereof) that is listed, defined, designated, regulated or classified as hazardous, toxic, radioactive, dangerous, a pollutant, a contaminant, petroleum, oil, or words of similar meaning or effect under any Environmental Law.

(o) *Insurance.* Except as to matters that would not reasonably be expected to be, individually or in the aggregate, material to the Company and its subsidiaries, taken as a whole, the Company and each of its subsidiaries, as applicable, has insured its respective properties and assets against such risks and in such amounts as are customary for companies engaged in similar businesses and in similar jurisdictions. All premiums due and payable in respect of material insurance policies maintained by the Company and its subsidiaries have been paid, except as would not reasonably be expected to be, individually or in the aggregate, material to the Company and its subsidiaries, taken as a whole. As of the date hereof, to the knowledge of the Company, neither the Company nor any of its subsidiaries have received notice from any insurer or agent of such insurer with

respect to any material insurance policies of the Company or any of its subsidiaries of cancellation or termination of such policies, other than such notices which are received in the ordinary course of business or for policies that have expired in accordance with their terms.

(p) *Intellectual Property.* Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (i) the Company and its subsidiaries own, license or possess the right to use, all of the patents, patent rights, trademarks, service marks, trade names, copyrights, licenses, domain names, and any and all applications or registrations for any of the foregoing (collectively, “**Intellectual Property Rights**”) that are reasonably necessary for the operation of their respective businesses, without conflict with the rights of any other person, (ii) to the knowledge of the Company, neither the Company and its subsidiaries nor any Intellectual Property Right, proprietary right, product, process, method, substance, part, or other material now employed, sold or offered by the Company and its subsidiaries, is infringing upon, misappropriating or otherwise violating any valid Intellectual Property Rights of any person, and (iii) no claim or litigation regarding any of the foregoing is pending or, to the knowledge of the Company, threatened.

(q) *No Undisclosed Relationship.* Except for employment relationships and compensation, benefits and travel advances in the ordinary course of business, neither the Company nor any of its subsidiaries is a party to any agreement with, or involving the making of any payment or transfer of assets to, the Company, or any stockholder beneficially owning greater than 5% of the Company, officer, member, partner or director of the Company or any Affiliate of the Company.

(r) *Money Laundering Laws.* The operations of the Company are and have been at all times since August 12, 2015, conducted in compliance in all material respects with applicable financial recordkeeping and reporting requirements of the U.S. Currency and Foreign Transactions Reporting Act of 1970, the money laundering statutes of all jurisdictions in which the Company and its subsidiaries operate (and the rules and regulations promulgated thereunder) and any related or similar laws and there has been no material legal proceeding by or before any Governmental Entity involving the Company or any of its subsidiaries with respect to such laws is pending or, to the knowledge of the Company, threatened.

(s) *Sanctions Laws.* Neither the Company and its subsidiaries nor, to the knowledge of the Company, any of their respective directors, officers, employees or other persons acting on their behalf with express authority to so act are currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department. The Company and its subsidiaries will not directly or indirectly use the proceeds of the Direct Investment, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person, for the purpose of financing the activities of any person that, to the knowledge of the Company and its subsidiaries, is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department.

(t) *Foreign Corrupt Practices Act.* The Company has no knowledge of any actual or alleged material violations of the Foreign Corrupt Practices Act of 1977, as amended (“FCPA”), or any applicable anti-corruption or anti-bribery laws in any jurisdiction other than the United States, in each case since August 12, 2015 by the Company and its subsidiaries or any of their respective officers, directors, agents, distributors, employees or any other person acting on behalf of the Company or any of its subsidiaries.

(u) *Taxes.*

(i) Except as would not reasonably be expected to be, individually or in the aggregate, material to the Company and its subsidiaries, taken as a whole, the Company and each of its subsidiaries have paid, or will pay pursuant to the Plan, all material income, gross receipts, license, payroll, employment, excise, severance, occupation, premium, windfalls profits, customs duties, capital stock, franchise, profits, withholding, unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated or other taxes levied by a Governmental Entity, including interest and penalties thereon (“Taxes”) imposed on it or its assets, business or properties, except Taxes (i) that are being contested in good faith by appropriate proceedings and for which each of the Company and its subsidiaries (as the case may be) has set aside adequate reserves on the financial statements or (ii) that the nonpayment thereof is required or permitted by the Bankruptcy Code or, to the extent not yet due, that have been accrued and fully provided for in accordance with IFRS. Except as would not reasonably be expected to be, individually or in the aggregate, material to the Company and its subsidiaries, taken as a whole, the Company and each of its subsidiaries has timely filed all income and other returns, information statements or reports required to be filed with any Governmental Entity with respect to Taxes.

(ii) As of the date hereof, with respect to the Company and its subsidiaries, other than in connection with the Chapter 11 Cases and other than Taxes or assessments that are being contested in good faith by appropriate proceedings and for which adequate reserves have been established on the financial statements, there is no outstanding audit, assessment, dispute or claim concerning any material Tax liability of the Company and its subsidiaries (taken as a whole), and the Company and its subsidiaries have not received from any Governmental Entity any written notice regarding any contemplated or pending audit, examination or other administrative proceeding or court proceeding concerning any material amount of Taxes.

(iii) The Company and its subsidiaries have no liability for any material amount of Taxes of any other person or entity, either by operation of law, by contract or as a transferee or successor. The Company and its subsidiaries are not a party to any material Tax allocation or Tax sharing agreement with any third party (other than an agreement entered into in the ordinary course of business

consistent with past practice or the principal purpose of which is not the sharing, assumption or indemnification of Tax).

(iv) None of the Company and any of its subsidiaries has been either a “distributing corporation” or a “controlled corporation” in a distribution occurring during the last five years in which the parties to such distribution treated the distribution as one to which Section 355(a) of the Internal Revenue Code of 1986, as amended, is applicable.

(v) Neither the consummation of the Plan nor the issuance of New Equity Investment Shares will result in any material degrouping charges for tax purpose with respect to the Company or its subsidiaries.

(v) *Title to Property.*

(i) *Personal Property.* Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (A) the Company and its subsidiaries have good title to, free and clear of any and all Liens (other than Permitted Liens) or a valid leasehold interest in, all personal properties, machinery, equipment and other tangible assets of the business necessary for the conduct of the business as presently conducted by the Company and its subsidiaries and (B) such properties, (x) are in the possession or control of the Company or its subsidiaries; and (y) are in good and operable condition and repair, reasonable wear and tear excepted. For purposes of this Agreement, “**Liens**” and “**Permitted Liens**” shall have the respective meanings given to those terms in the DIP Credit Agreement (as defined in the Plan).

(ii) *Leased Real Property.* The Company and its subsidiaries have complied with all obligations under all leases to which it is a party that have not been rejected in the Chapter 11 Cases, except where the failure to comply would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, and all such leases are in full force and effect (except to the extent subject to applicable to bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, and similar laws affecting creditors’ rights generally and to general principles of equity), except leases in respect of which the failure to be in full force and effect would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. The Company and its subsidiaries enjoy peaceful and undisturbed possession under all such leases, other than leases in respect of which the failure to enjoy peaceful and undisturbed possession would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(w) *Labor Relations.* There is no labor or employment-related legal proceeding pending or, to the knowledge of the Company, threatened against the Company or any of its subsidiaries, by or on behalf of any of their respective employees or such employees’ labor organization, works council, workers’ committee, union representatives or any other type of employees’ representatives appointed for collective bargaining purposes, or

by any Governmental Entity having jurisdiction over the Company or any of its subsidiaries or any of their respective properties or employees, that has had or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(x) *Licenses and Permits.* The Company and its subsidiaries possess all licenses, certificates, permits and other authorizations issued by, and have made all declarations and filings with, the appropriate Governmental Entities that are necessary for the ownership or lease of their respective properties and the conduct of their business as presently conducted by the Company and its subsidiaries, in each case, except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, the Company and its subsidiaries (i) have not received written notice of any revocation or modification of any such license, certificate, permit or authorization or (ii) have no reason to believe that any such license, certificate, permit or authorization will not be renewed in the ordinary course.

(y) *Material Contracts.* All Material Contracts are valid, binding and enforceable by and against the Company and its subsidiaries, as applicable (except to the extent enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, and similar laws affecting creditors' rights generally and to general principles of equity), except where the failure to be valid, binding or enforceable would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, and no written notice to terminate, in whole or part, any Material Contract has been delivered to the Company and its subsidiaries except where such termination would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Other than as a result of the filing of the Chapter 11 Cases, neither the Company and its subsidiaries nor, to the knowledge of the Company and its subsidiaries, any other party to any Material Contract, is in default or breach under the terms thereof except (x) as set forth on Section 4(bb) of the Company Disclosure Schedules, or (y) in each case, for such instances of default or breach that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. For purposes of this Agreement, "**Material Contract**" means any contract necessary for the operation of the business of the Company and its subsidiaries as presently conducted by the Company and its subsidiaries that is a "material contract" (as such term is defined in Item 601(b)(10) of Regulation S-K or required to be disclosed on a current report on Form 8-K).

(z) *No Undisclosed Material Liabilities.* There are no liabilities or obligations of the Company or any of its subsidiaries of any kind whatsoever, whether accrued, contingent, absolute, determined or determinable, other than: (i) liabilities or obligations disclosed and provided for in the Financial Statements (as defined below), (ii) liabilities or obligations incurred in the ordinary course of business since the Reference Date (as defined below) or (iii) liabilities or obligations which would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(aa) *Financial Statements.* The financial statements and the related notes thereto of the Company and its consolidated subsidiaries for the year ending December 31, 2019 and the interim period ending May 31, 2020 (the “**Reference Date**”) provided to the Commitment Parties prior to the date hereof (the “**Financial Statements**”) present fairly in all material respects the consolidated financial position of the Company and its subsidiaries as of the dates indicated and the results of their operations and their cash flows for the periods specified. Such financial statements have been prepared in conformity with IFRS as applied on a consistent basis throughout the periods covered thereby (except as disclosed therein).

(bb) *No representations or warranties by the Company or Australian Administrators.* Except for the representations and warranties expressly set forth in this Section 4 (as modified by the Disclosure Schedules), neither the Company, New Speedcast Parent, the Australian Administrator nor any other person has made, makes or shall be deemed to make any other representation or warranty of any kind whatsoever, express or implied, written or oral, at law or in equity, on behalf of the Company or any other Company Group Entities or any of their respective Affiliates, including any representation or warranty regarding the Company or any other Company Group Entities or any other person, the transactions contemplated by this Agreement or any other matter, and the Company hereby disclaims all other representations and warranties of any kind whatsoever, express or implied, written or oral, at law or in equity, whether made by or on behalf of the Company or any other person, including any of their respective directors, officers, employees, advisors, agents, consultants, attorneys, accountants, financial advisors or other representatives (collectively, in respect of a person, such person’s “**Representatives**”). Except for the representations and warranties expressly set forth in this Section 4 (as modified by the Disclosure Schedules), the Company hereby (a) disclaims and negates any representation or warranty, expressed or implied, at common law, by statute, or otherwise, relating to the condition of the Company Group Entities and any of their respective assets, and (b) disclaims all liability and responsibility for all projections, forecasts, estimates, financial statements, financial information, appraisals, statements, promises, advice, data or information made, communicated or furnished (orally or in writing, including electronically) to the Commitment Parties or any of their Affiliate, Related Funds or Representatives (including any opinion, information, projection, or advice that may have been or may be provided to a Commitment Party by any Representative of the Company Group Entities), including omissions therefrom. Without limiting the foregoing, the Company make no representation or warranty of any kind whatsoever, express or implied, written or oral, at law or in equity, to the Commitment Parties or any of their Affiliates, Related Funds or any Representatives regarding the probable success, profitability or value of the Company Group Entities. For the purposes of this Agreement, (i) “**Affiliate**” means, with respect to any specified person, any other person that, at the time of determination, directly or indirectly through one or more intermediaries, Controls, is Controlled by or is under common Control with such specified person (other than a portfolio company of such person or any entity controlled by such portfolio company), and (ii) “**Control**” means, as to any person, the power to direct or cause the direction of the management and policies of such person, whether through the ownership of voting securities, by contract or otherwise.

Section 5. REPRESENTATIONS AND WARRANTIES OF THE COMMITMENT PARTIES. Each of the Commitment Parties, severally and not jointly, represents and warrants to, and agrees with, the Company as set forth below. Each representation, warranty and agreement is made as of the date hereof.

(a) *Formation.* Such Commitment Party has been duly organized or formed, as applicable, and is validly existing as a corporation or other entity in good standing under the applicable laws of its jurisdiction of organization or formation.

(b) *Power and Authority.* Such Commitment Party has the requisite power and authority to enter into, execute and deliver this Agreement and to perform its obligations hereunder and has taken all necessary action required for the due authorization, execution, delivery and performance by it of this Agreement.

(c) *Execution and Delivery.* This Agreement has been duly and validly executed and delivered by such Commitment Party and constitutes its valid and binding obligation, enforceable against such Commitment Party in accordance with its terms.

(d) *Securities Laws Compliance.* The Direct Investment Shares will not be offered for sale, sold or otherwise transferred by such Commitment Party except pursuant to an effective registration statement under the Securities Act of 1933 and the rules and regulations of the SEC thereunder (the “**Securities Act**”) or in a transaction exempt from or not subject to registration under the Securities Act and in accordance with any applicable state securities laws.

(e) *Purchase Intent.* Such Commitment Party is acquiring the Direct Investment Shares for its own account or for the accounts for which it is acting as investment advisors or manager, and not with a view to distributing or reselling such Direct Investment Shares or any part thereof. Such Commitment Party understands that such Commitment Party must bear the economic risk of this investment, and further understands that it is not currently contemplated that any Direct Investment Shares will be registered.

(f) *Investor Status.* Such Commitment Party is (i) an “accredited investor” (as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act) or a qualified institutional buyer within the meaning of Rule 144A of the Securities Act and (ii) a “professional investor” within the meaning of the Corporations Act 2001 (Cth) (the “**Corporations Act**”). Such Commitment Party understands that the Direct Investment Shares are being offered and sold to such Commitment Party in reliance upon specific exemptions from the registration requirements of United States federal and state securities laws and that each of the Company and New Speedcast Parent is relying upon the truth and accuracy of, and such Commitment Party’s compliance with, the representations, warranties, agreements, acknowledgments and understandings of such Commitment Party set forth herein in order to determine the availability of such exemptions and the eligibility of such Commitment Party to acquire such securities. Such Commitment Party has such knowledge and experience in financial and business matters such that it is capable of evaluating the merits and risks of its investment in the Direct

Investment Shares. Such Commitment Party understands and is able to bear any economic risks associated with such investment (including the necessity of holding such shares for an indefinite period of time). Except for the representations and warranties expressly set forth in this Agreement, such Commitment Party has independently evaluated the merits and risks of its decision to enter into this Agreement and disclaims reliance on any representations or warranties, either express or implied, by or on behalf of the Company, the Debtors or New Speedcast Parent. Such Commitment Party acknowledges that it has been afforded the opportunity to ask questions and receive answers concerning the Company Group Entities, New Speedcast Parent and their businesses and operations, and to obtain additional information that it has requested to verify the accuracy of the information contained herein.

(g) *No Conflict.* Assuming the consents referred to in clause 5(h) are obtained, the execution and delivery by such Commitment Party of this Agreement, the compliance by such Commitment Party with all provisions hereof and the consummation of the transactions contemplated hereunder (i) will not result in any violation of the provisions of the organizational documents of such Commitment Party; and (ii) assuming the accuracy of the Company's representations and warranties in Section 4, will not result in any violation of, or any termination or material impairment of any rights under, any statute or any license, authorization, injunction, judgment, order, decree, rule or regulation of any Governmental Entity having jurisdiction over such Commitment Party or any of their properties, except in any such case described in clause (ii), as would not, individually or in the aggregate, reasonably be expected to result in a material adverse effect on the ability of such Commitment Party to perform its obligations under this Agreement.

(h) *Consents and Approvals.* Assuming the accuracy of the Company's representations and warranties in Section 4, no consent, approval, authorization, order, registration or qualification of or with any Governmental Entity having jurisdiction over such Commitment Party or any of its properties is required for the purchase of the Shares by the Commitment Parties hereunder and the execution and delivery by such Commitment Party of this Agreement and performance of and compliance by it with all of the provisions hereof and thereof (and the consummation of the transactions contemplated hereby and thereby), except (i) the entry of the Confirmation Order, (ii) filings, if any, pursuant to the HSR Act and the expiration or termination of all applicable waiting periods thereunder or any applicable notification, authorization, approval or consent under any other Antitrust Laws in connection with the transactions contemplated by this Agreement, (iii) consents, approvals and authorizations from the Federal Communications Commission, state public utility commissions and other similar Government Entities having jurisdiction over the assets, businesses, and operations of the Company and its Subsidiaries; (iv) the filing of any other corporate documents in connection with the transactions contemplated by this Agreement with applicable state filing agencies, (v) such consents, approvals, authorizations, registrations or qualifications as may be required under foreign securities laws, federal securities laws or state securities or Blue Sky laws in connection with the offer and sale of the Direct Investment Shares, (vi) as set forth on Section 4(g) of the Company Disclosure

Schedules, and (vii) such consents, approvals, authorizations, registrations or qualifications which are described or provided for in Section 8 or Section 9 or the absence of which would not, individually or in the aggregate, reasonably be expected to result in a material adverse effect on the ability of such Commitment Party to perform its obligations under this Agreement.

(i) *Sufficiency of Funds.* As of the date hereof, such Commitment Party has access to sufficient immediately available funds and/or capital commitments, and as of the Commitment Funding Deadline such Commitment Party will have sufficient immediately available funds, to make and complete the payment of the aggregate purchase price for Direct Investment Shares on or prior to the Commitment Funding Deadline.

(j) *No Brokers Fee.* Such Commitment Party is not a party to any contract with any person that would give rise to a valid claim against any of the Debtors for a brokerage commission, finder's fee or like payment in connection with the Direct Investment or the sale of the Direct Investment Shares.

(k) *Due Diligence Investigation.* Such Commitment Party acknowledges and represents and warrants to the Company that:

(i) such Commitment Party (a) has completed such inquiries and investigations as it has deemed appropriate into, and, based thereon, has formed an independent judgment concerning, the Company Group Entities and the transactions contemplated by this agreement, and (b) has been furnished with, or given access to, all such projections, forecasts, estimates, appraisals, statements, promises, advice, data or information about the Company Group Entities sufficient to make the agreements hereunder. Such Commitment Party further acknowledges and agrees that (x) the only representations and warranties made by the Company are the representations and warranties expressly set forth in Section 4 (as modified by the Disclosure Schedules) and such Commitment Party has not relied upon any other express or implied representations, warranties or other projections, forecasts, estimates, appraisals, statements, promises, advice, data or information made, communicated or furnished by or on behalf of the Company Group Entities or any of their respective Affiliates or Representatives, including any projections, forecasts, estimates, appraisals, statements, promises, advice, data or information made, communicated or furnished by or through the Company's financial professional advisors, or management presentations, data rooms (electronic or otherwise) or other due diligence information, and that such Commitment Party will not have any right or remedy arising out of any such other representation, warranty or other projections, forecasts, estimates, appraisals, statements, promises, advice, data or information and (y) any claims such Commitment Party may have for breach of any representation or warranty shall be based solely on the representations and warranties of Seller expressly set forth in Section 4 (as modified by the Disclosure Schedules).

(ii) entry by such Commitment Party into this Agreement is as a result of, and in reliance solely upon (i) such Commitment Party's and its Representatives' knowledge, experience, enquiries and advice concerning the Company Group Entities; and (ii) such Commitment Party's due diligence inquiries and investigations, and without the benefit of any inducement, representation or warranty from any Company Group Entity, the Australian Administrators or their respective Representatives (irrespective of whether or not the due diligence investigation was as full or as exhaustive as such Commitment Party would have wished) other than those expressly set out in this Agreement;

(iii) other than as set out in this Agreement, none of the Company Group Entities, the Australian Administrators or their respective Representatives: (i) has made or makes any representation or warranty as to the accuracy or completeness of any information provided by the Company or any other Company Group Entity, the Australian Administrators or their respective Representatives to such Commitment Party or its Representatives in connection with this Agreement; (ii) accepts any duty of care in relation to such Commitment Party or its Representatives in respect of any such information; or (iii) will be liable to such Commitment Party or its Representatives if, for whatever reason, any information provided by a Company Group Entity, the Australian Administrators or their respective Representatives to such Commitment Party or its Representatives is or becomes inaccurate, incomplete or misleading in any way;

(iv) except as set out in this Agreement, all warranties and representations on the part of the Company and any other Company Group Entities, whether express or implied, statutory or otherwise (including under the *Competition and Consumer Act 2010* (Cth) or the Corporations Act) are, to the fullest extent permitted by law, expressly excluded and the Company Group Entities and the Australian Administrators disclaim all liability in relation to them to the fullest extent permitted by law (on its own behalf and on behalf of the Australian Administrators and their respective Representatives); and

(v) the information provided to such Commitment Party or its Representatives in connection with the Company Group Entities, the Australian Administrators or this Agreement (i) has not been verified, analyzed, audited, tested, assessed or reviewed by any Company Group Entity, the Australian Administrators or their respective Representatives, and (ii) may not constitute all information which may be required by it to make an assessment of the Company Group Entities or any of the transactions contemplated by this Agreement.

Section 6. ADDITIONAL COVENANTS OF THE COMPANY. The Company agrees with the Commitment Parties as follows:

(a) *Plan and Disclosure Statement*. The Company shall, and shall cause the other Debtors to:

(i) file with the Bankruptcy Court, no later than one (1) Business Day following the date hereof, the Plan in the form attached hereto as Exhibit A and a related disclosure statement (the “**Disclosure Statement**”) on terms consistent with this Agreement and the Plan, and in each case otherwise in form and substance reasonably acceptable to the Required Commitment Parties and the Company;

(ii) use reasonable best efforts to obtain the entry of an order by the Bankruptcy Court, in form and substance reasonably acceptable to the Company and the Required Commitment Parties, approving the Disclosure Statement on a conditional basis (the “**Disclosure Statement Order**”) as soon as practicable; and

(iii) use reasonable best efforts to obtain the entry of a Confirmation Order by the Bankruptcy Court, in form and substance reasonably acceptable to the Required Commitment Parties and the Company.

The Company will provide to the Commitment Parties and their counsel a draft copy of the Plan, the Disclosure Statement, the Disclosure Statement Order and the Confirmation Order and a reasonable opportunity to review and comment on such documents and orders prior to the same being filed with the Bankruptcy Court.

(b) *Support of the Plan.* The Company and the Debtors, as applicable, shall (i) negotiate in good faith the terms of the Disclosure Statement Order and the Confirmation Order and such other agreements, documents, motions or filings necessary to implement the Restructuring, and (ii) support and make commercially reasonable efforts to (A) obtain the entry of the Confirmation Order, and (B) take all other actions required under the terms of this Agreement and, once filed, the Plan, consistent with the Bankruptcy Code, the Bankruptcy Rules and the Plan.

(c) [RESERVED]

(d) [RESERVED]

(e) [RESERVED]

(f) *Restructuring Transactions; Restructuring Documents.* The Company shall negotiate in good faith and otherwise use its reasonable best efforts to agree upon, enter into and make effective such agreements, instruments, documents, motions and/or filings as may be necessary or advisable to effectuate the Litigation Trust, the Restructuring, the Corporate Restructuring, the Restructuring Steps, the Restructuring Transactions, and the organizational form, tax classification and tax residence of the Reorganized Debtors and New Speedcast Parent (in each case, as defined in the Plan) and the other terms of the Plan (collectively, the “**Restructuring Documents**”), on terms consistent in all material respects with this Agreement and the Plan and otherwise in form and substance reasonably acceptable to the Required Commitment Parties and the Company.

(g) *Consultation and Cooperation.* The Company will, and will cause the other Company Parties to, deliver to Wachtell, Lipton, Rosen & Katz and any other counsel to a Commitment Party (to the extent practicable) as soon as available but no later than two Business Days prior to filing, copies of all proposed non-ministerial or non-administrative pleadings, motions, applications, orders and other documents to be filed by or on behalf of the Company Parties with the Bankruptcy Court in the Chapter 11 Cases, and shall consult in good faith with Wachtell, Lipton, Rosen & Katz and any other counsel to a Commitment Party and the other advisors to the Commitment Parties regarding the form and substance of any such document. The Disclosure Statement Order, the Confirmation Order, the other Restructuring Documents shall be in form and substance reasonably acceptable to the Required Commitment Parties and the Company.

(h) *Share Legend.* Each certificate evidencing Direct Investment Shares issued hereunder and each certificate issued in exchange for or upon the transfer of any such shares, shall be stamped or otherwise imprinted with a legend (the “**Legend**”) in substantially the following form:

“THE SECURITIES REPRESENTED BY THIS CERTIFICATE WERE ORIGINALLY ISSUED ON [DATE OF ISSUANCE], HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”), OR ANY OTHER APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR AN AVAILABLE EXEMPTION FROM REGISTRATION THEREUNDER.”

In the event that any such Direct Investment Shares are uncertificated, such Direct Investment Shares shall be subject to a restrictive notation substantially similar to the Legend in the stock ledger or other appropriate records maintained by New Speedcast Parent or agent and the term “Legend” shall include such restrictive notation. New Speedcast Parent shall remove the Legend (or restrictive notation, as applicable) set forth above from the certificates evidencing any such Direct Investment Shares (or the share register or other appropriate New Speedcast Parent records, in the case of uncertified shares), upon request, at any time after the restrictions described in such Legend cease to be applicable, including, as applicable, when such Direct Investment Shares may be sold under Rule 144 of the Securities Act. New Speedcast Parent may reasonably request such certificates or other factual evidence that such restrictions no longer apply as a condition to removing the Legend.

(i) *Approvals.* Except as set forth in this Agreement or with the prior written consent of the Required Commitment Parties, during the period from the date of this Agreement to the earlier of the Plan Effective Date and the date on which this Agreement is terminated in accordance with its terms, the Company shall, and shall (to the extent applicable) cause the other Company Group Entities to, use reasonable best efforts to take all actions and prepare and file as promptly as practicable (but in no event (x) earlier than is advised by the Company’s regulatory counsel or (y) later than the date that is three weeks following the Plan Sponsor Selection Date (as defined in the Plan Sponsor Selection Procedures) or at such later date as mutually reasonably agreed by the

Company and the Required Commitment Parties) all necessary filings (or drafts thereof) (including by reasonably cooperating with the Commitment Parties as to the content of such filings; *provided* that the Company shall be entitled to redact or designate as outside-counsel only any competitively sensitive information or information relating to valuation) and to effect all applications that are necessary or advisable in connection with seeking any approval, clearance, exemption or authorization from any Governmental Entity, including without limitation, DCSA, CFIUS, ASIC (if applicable) and ASX, and under any Antitrust Laws including the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder (the “**HSR Act**”), so as to consummate and make effective the Restructuring or to otherwise waive the requirement for the Company to obtain shareholder approval, including the transactions contemplated by this Agreement no later than the Outside Date. To the extent permitted by applicable law, the Company shall promptly notify the Commitment Parties (and furnish to them copies of, if requested) of any communications from Governmental Entities and shall not participate in any meeting or discussion with any such authority unless it consults with Wachtell, Lipton, Rosen & Katz and any other counsel to a Commitment Party, on behalf of the Commitment Parties, in advance to the extent permitted by applicable law and gives Wachtell, Lipton, Rosen & Katz and any other counsel to a Commitment Party, on behalf of the Commitment Parties, reasonable prior notice of the meeting or discussion and the opportunity to attend and participate thereat. The Company shall not, and shall cause the other Company Group Entities not to, take any action that impedes or materially delays, or is reasonably likely to materially impede or delay, the ability of the Parties to obtain any necessary approvals required for the transactions contemplated by this Agreement by the Outside Date. The Company shall, and shall cause the other Company Group Entities to, take any and all necessary steps to resolve as soon as reasonably practicable any inquiry or investigation by any Government Entity relating to the transactions contemplated by this Agreement. In connection with any such inquiry or investigation, the Company further agrees to supply as promptly as reasonably practicable any additional information and documentary material that may be requested or required pursuant to applicable law, including any Antitrust Law. The Company shall not withdraw their HSR Act filings, or any filings necessary to consummate the transactions contemplated by this Agreement, enter into any agreements to extend any HSR Act waiting period or enter into any agreements not to consummate or delay consummation of the transactions contemplated by this Agreement without the prior written consent of the Required Commitment Parties, other than as contemplated in Section 12(a) of this Agreement. Notwithstanding the foregoing, the Company shall not, and shall cause the other Company Group Entities not to, make, agree to or accept any offer, acceptance or counter-offer with any Governmental Entity with respect to any proposed settlement, consent decree, commitment or remedy, except as specifically agreed to with the Required Commitment Parties. For purposes of this Agreement, “**Antitrust Laws**” means the HSR Act, the Sherman Act, as amended, the Clayton Act, as amended, the Federal Trade Commission Act, as amended, and all other applicable laws that are designed or intended to prohibit, restrict or regulate actions or transactions having the purpose or effect of monopolization or restraint of trade or lessening of competition through merger or acquisition or effectuating foreign investment.

(j) *Conduct of Business.* Before and through the Plan Effective Date, except as (A) expressly set forth herein, (B) expressly provided in the Plan, any order entered by the Bankruptcy Court or in connection with the Australian Insolvency Proceedings, or (C) with the express written consent of the Required Commitment Parties (such consent not to be unreasonably withheld, conditioned or delayed), the Company shall, and shall cause the other Company Group Entities to, (i) except to the extent inconsistent with the Bankruptcy Code or the DIP Credit Agreement, carry on its business in the ordinary course based on historical practices and the operations contemplated in the Company's existing business plan (as may be updated in the ordinary course from time to time with the consent of the Required Commitment Parties), (ii) preserve intact their current business organization (including by not taking or failing to take any action that would cause a change to the tax status or classification of any Company Group Entity), (iii) use commercially reasonable efforts to keep available the services of their current executive officers and key employees, and (iv) use commercially reasonable efforts to preserve their relationships with material customers, suppliers, licensors, licensees, distributors and others having material business dealings with the Company Group Entities. Notwithstanding anything to the contrary contained herein, any action taken, or omitted to be taken, by the Company or any other Company Group Entity (a) in connection with the Australian Insolvency Proceedings or any other insolvency process in any jurisdiction in relation to the Company Group Entities, in each case, as may be necessary or advisable to effect the Restructuring or (b) any action taken, or omitted to be taken, by the Company Group Entities pursuant to any law, directive, pronouncement or guideline providing for business closures, "sheltering-in-place" or other restrictions that relates to, or arises out of, the COVID-19 pandemic (collectively, a "**COVID-19 Response**") shall in no event constitute a breach of this Section 6(j).

(k) *Access to Information.* The Company shall (i) afford the Commitment Parties and their respective representatives upon reasonable request and reasonable notice, from the period commencing on the date hereof and through the Plan Effective Date, reasonable access, during normal business hours and without unreasonable disruption or interference with the Company's business or operations, to the Company's employees, advisors, properties, books, contracts and records and (ii) during such period, furnish promptly to such parties all reasonable information concerning the Company's business, properties and personnel and Tax profile, including the Tax structure and Tax attributes of the Company Group Entities, as may reasonably be requested by any such party, and directly related to a stated purpose for such request, including tax and financial analyses conducted by the Company and its advisors to the extent such analyses may be relevant to the Commitment Parties' Direct Investment and participation in the transactions contemplated by this Agreement and (iii) during such period, keep the Commitment Parties reasonably informed of any pending or threatened legal, governmental or regulatory investigations, actions, suits or proceedings and any internal investigations relating to any potential or alleged violation of any applicable law or statute or any judgment, order, rule or regulation of any Governmental Entity; *provided* that the foregoing shall not require the Company (x) to permit any inspection, or to disclose any information, that in the reasonable judgment of the Company would cause the Company to violate any of its obligations with respect to confidentiality to a third

party, (y) to disclose any legally privileged or commercially sensitive information of the Company or (z) to violate any applicable laws or orders; *provided, further*, that in such instances the Company shall to the extent permitted by applicable laws inform the Commitment Parties of the general nature of the information being withheld and, if a Commitment Party requests, exercise commercially reasonable efforts to provide such information, in whole or in part, in a manner that would not result in any of the outcomes described in preceding proviso; *provided, further*, that the Commitment Parties shall, as a condition to such access, enter into customary access letters at the request of the Company and its advisors. Notwithstanding anything to the contrary contained herein, the Company shall be deemed not to have violated or breached this Section 6(k) to the extent such breach is the consequence of actions reasonably taken by the Company in connection with a COVID-19 Response; provided, that the Company shall, to the extent legally permissible, reasonably necessary and practicable, make appropriate substitute arrangements.

(l) *Further Assurances.* Without in any way limiting any other obligation of the Company in this Agreement, the Company shall use commercially reasonable efforts to take or cause to be taken all actions, and do or cause to be done all things, reasonably necessary, and as any Commitment Party may reasonably request, in order to consummate and make effective the transactions contemplated by this Agreement. The Company furthermore agrees that it shall perform, and cause the other Company Group Entities to perform, any and all of its covenants, agreements and obligations under this Agreement and not take any actions that would be inconsistent with such obligations.

(m) [RESERVED]

(n) *Appointment of Australian Administrators.* The Parties hereby acknowledge and agree that, after the date hereof, the Company may appoint one or more administrators of the Company (an “**Australian Administrator**”), *provided* that prior to the appointment of an Australian Administrator, the Company shall consult in good faith with the Commitment Parties regarding the necessity and desirability of such appointment; *provided, however*, that such consultation shall not be deemed to constrain the free exercise of business judgment by the board of directors of the Company in accordance with their fiduciary duties. The Parties agree to (i) cooperate with, and take all measures reasonably necessary to support, any such appointment of an Australian Administrator, (ii) that the terms of this Agreement concerning or otherwise applicable to an “**Australian Administrator**” shall apply as between the Parties with respect to such Australian Administrator following any such appointment, and (iii) take all steps reasonably necessary to effect and support a deed of company arrangement or other arrangements satisfactory to such Australian Administrators giving effect to the Plan.

(o) *Plan Sponsor Selection Procedures; Notice.* This Agreement is subject to approval by the Bankruptcy Court and the consideration by the Company of higher or better competing bids in respect of all of the Company and its subsidiaries (each a “**Competing Plan Proposal**”). From the date hereof (and any prior time) and until the Plan Sponsor Selection Date, the Company is permitted to and to cause its Representatives and Affiliates to, initiate contact with, solicit or encourage submission of

any inquiries, proposals or offers by, any Person (in addition to the Commitment Parties and their Affiliates and Representatives) in connection with a Competing Plan Proposal. In addition, the Company shall have the responsibility and obligation to respond to any inquiries or offers for a Competing Plan Proposal and perform any and all other acts related thereto which are required under the Bankruptcy Code, the Plan Sponsor Selection Process (as defined in the Plan) or other applicable Law, including supplying information relating to the Company to prospective bidders. Until the earlier to occur of the termination of this Agreement and the date of the Confirmation Hearing, the Company shall provide copies of any Competing Plan Proposals to the Commitment Parties in accordance with the terms of the Plan Sponsor Selection Process.

Section 7. **ADDITIONAL COVENANTS OF THE COMMITMENT PARTIES.** Each of the Commitment Parties agrees, severally and not jointly, with the Company and each other Commitment Party:

(a) *Approvals.* Except as set forth in this Agreement or with the prior written consent of the Company, during the period from the date of this Agreement to the earlier of the Plan Effective Date and the date on which this Agreement is terminated in accordance with its terms, each Commitment Party shall use reasonable best efforts to take all actions and prepare and file as promptly as practicable (but in no event (x) earlier than is advised by the Company's regulatory counsel or (y) later than the date that is three weeks following the Plan Sponsor Selection Date (as defined in the Plan Sponsor Selection Procedures) or at such later date as mutually reasonably agreed by the Company and the Required Commitment Parties) all necessary filings (or drafts thereof) (including by reasonably cooperating with the Company and each other Commitment Party as to the contents of such filings; *provided* that the Commitment Parties shall be entitled to redact or designate as outside-counsel only any competitively sensitive information, information relating to valuation, or confidential information related to their respective investors) and to effect all applications that are necessary or advisable in connection with seeking any governmental approval, clearance, exemption or authorization from any Governmental Entity, including without limitation, DCSA and CFIUS, and under any Antitrust Laws including the HSR Act, so as to consummate and make effective the transactions contemplated by this Agreement no later than the Outside Date. To the extent permitted by applicable law, each Commitment Party shall promptly notify the Company and any other Commitment Party subject to the same filing or notice before any Governmental Entity (a "**Joint Commitment Party**") (and furnish to the Company and any Joint Commitment Party copies of, if requested) of any communications from any Government Entity and shall not participate in any discussion or meeting with any such Government Entity unless it consults with the Company and any Joint Commitment Party in advance and gives the Company and any Joint Commitment Party reasonable prior notice of the meeting or discussion and the opportunity to attend and participate thereat. No Commitment Party shall take any action that is intended or reasonably likely to materially impede or delay the ability of the Parties to obtain any necessary approvals required for the transactions contemplated by this Agreement by the Outside Date. The Commitment Parties shall, and shall cause their Affiliates to, take any and all necessary steps to resolve as soon as reasonably practicable

any inquiry or investigation by any Government Entity relating to the transactions contemplated by this Agreement. In connection with any such inquiry or investigation, the Commitment Parties further agree to supply as promptly as reasonably practicable any additional information and documentary material that may be requested or required pursuant to applicable law, including any Antitrust Law. The Commitment Parties shall not withdraw their HSR Act filings, or any filings necessary to consummate the transactions contemplated by this Agreement, enter into any agreements to extend any HSR Act waiting period or enter into any agreements not to consummate or delay consummation of the transactions contemplated by this Agreement without the prior written consent of the Company, other than as contemplated in Section 12(a) of this Agreement. Neither the Commitment Parties nor their respective Related Parties (as defined below) shall be required to (i) propose, negotiate, commit to and effect, by consent decree, hold separate order or otherwise, the sale, divestiture or disposition of, or prohibition or limitation on the ownership, equity interest, or operation by the Commitment Parties or any of their respective Related Parties of any portion of the business, properties or assets of the Company, Commitment Parties or any of their respective Related Parties, nor shall any Commitment Party make any offer, acceptance or counter-offer to or otherwise engage in negotiations or discussions with any Governmental Entity with respect to any such action without the written consent of the Required Commitment Parties, or (ii) initiate and/or participate in any proceedings, whether judicial or administrative, in order to (a) oppose or defend against any action by any Governmental Entity to prevent or enjoin the consummation of the transactions contemplated by this Agreement, and/or (b) take such action to overturn any regulatory action by any Governmental Entity to block consummation of the transactions contemplated by this Agreement, including by defending any suit, action or other legal proceeding brought by any Governmental Entity in order to avoid the entry of, or to have vacated, overturned or terminated, any decree, judgment, injunction or other order, whether temporary, preliminary or permanent, resulting from any suit, action or other legal proceeding; provided, that the Commitment Parties shall be required to propose, negotiate, commit to and effect, by consent decree, hold separate order or otherwise, the sale, divestiture or disposition of the business, properties or assets of the Company, or prohibition or limitation on the ownership, equity interest, or operation by the Commitment Parties of the Company; provided, further, that any such sale, divestiture, disposition, prohibition or limitation (A) is conditioned on the occurrence of, and shall become effective only from and after, the Plan Effective Date and (B) will not, in the aggregate, have a material and adverse effect on the Company and its subsidiaries or their respective assets, liabilities or operations, or on the value of the Direct Investment Shares.

(b) *Support of Plan.* Each Commitment Party agrees, severally and not jointly, that, prior to the earlier to occur of (x) the Plan Effective Date and (y) the termination of this Agreement in accordance with its terms, that it shall, (i) negotiate in good faith the terms of the Disclosure Statement Order and the Confirmation Order and such other agreements, documents, motions or filings necessary to implement the Restructuring and (ii) use its reasonable best efforts to cause its controlled Affiliates to agree to: (A) timely vote or cause to be voted all of its Claims owned or controlled by it to accept the Plan by timely delivering a duly executed and completed ballot or ballots, as applicable,

accepting the Plan; (B) not change or withdraw such vote or exercise (or cause or direct such vote or exercise to be changed or withdrawn); (C) consent to the treatment of all Claims and Interests in the Debtors as set forth in the Plan; and (D) not object to or otherwise commence any proceeding or take any other action opposing any of the terms of the Disclosure Statement or the Plan or this Agreement or that is inconsistent with or would materially delay or impede the consummation of the Plan or the transactions contemplated by this Agreement, unless, in each case, the Plan is modified in a manner that violates the terms of this Agreement.

(c) [RESERVED]

(d) [RESERVED]

(e) [RESERVED]

(f) *Restructuring Documents.* If applicable, each Commitment Party shall negotiate in good faith and otherwise use its reasonable best efforts to agree upon, enter into and make effective the Restructuring Documents, in each case on terms consistent in all material respects with this Agreement and the Plan and otherwise in form and substance reasonably acceptable to the Company and the Required Commitment Parties.

Section 8. CONDITIONS TO THE OBLIGATIONS OF THE COMMITMENT PARTIES. The obligations of each Commitment Party to purchase its respective Direct Investment Shares on the Plan Effective Date are subject to the satisfaction of the following conditions (unless waived by the Required Commitment Parties):

(a) *Plan and Confirmation Order.* The Plan, the Disclosure Statement, the Confirmation Order and the Disclosure Statement Order, as entered or approved by the Bankruptcy Court, as applicable, shall each be in the form and substance reasonably acceptable to the Debtors and the Required Commitment Parties, and, in the case of the Confirmation Order and the Disclosure Statement Order, shall be final, non-appealable and not subject to any stay as of the Plan Effective Date.

(b) *Conditions to the Plan.* The conditions to the occurrence of the Plan Effective Date set forth in the Plan shall have been satisfied or waived in accordance with the terms thereof and, concurrent with the consummation of the Direct Investment contemplated hereunder, and the Plan Effective Date shall have occurred or be deemed to have occurred.

(c) *Approvals.* (i) Any waiting period (and any extensions thereof) applicable to consummate the transactions contemplated by this Agreement under the HSR Act shall have expired or been terminated and (ii) all orders, notifications, approvals, clearances, waivers, exemptions, declarations, authorizations and consents of any Governmental Entity as required to consummate the transactions contemplated by this Agreement shall have been issued, made, or obtained, as applicable.

(d) *Commitment Funding Notice.* The Commitment Parties shall have received a Commitment Funding Notice in accordance with Section 1(b).

(e) *Valid Issuance.* The Direct Investment Shares shall be, upon (i) payment of the Aggregate Purchase Price as provided herein and (ii) the Plan Effective Date, validly issued and outstanding, and free and clear of all Taxes, liens, pre-emptive rights, rights of first refusal, subscription and similar rights, except as set forth herein or created or otherwise imposed by any Commitment Party, and other than liens pursuant to applicable securities laws.

(f) *No Restraint.* No judgment, injunction, decree or other legal restraint shall be in effect that prohibits the consummation of the Plan, the Restructuring, the Direct Investment or the transactions contemplated hereby or thereby.

(g) *Representations and Warranties.*

(i) The representations and warranties of the Company contained in Sections 4(a), (b), (c), (e) and (f)(ii) that are qualified as to materiality shall be true and correct, and those not so qualified shall be true and correct in all material respects on and as of the date hereof and on and as of the Plan Effective Date as if made on and as of such date (or, to the extent made as of a specific date, as of such date); and

(ii) all other representations and warranties of the Company contained in Section 4 shall be true and correct (without giving effect to any qualification set forth therein as to “materiality”, “Material Adverse Effect” or other qualifications based on the word “material” or similar phrases) on and as of the date hereof and on and as of the Plan Effective Date as if made on and as of such date (or, to the extent made as of a specific date, as of such date), except, where the failure of such representations and warranties to be so true and correct does not have, and would not reasonably be expected to have, a Material Adverse Effect.

(h) *Covenants.* The Company shall have performed and complied in all material respects with all obligations and agreements required in this Agreement to be performed or complied with by it prior to the Plan Effective Date.

(i) *Material Adverse Effect.* Since the date hereof, there shall not have occurred a Material Adverse Effect. For the purposes of this Agreement, “**Material Adverse Effect**” shall mean a material and adverse effect on, and/or changes that would reasonably be expected to result in a material and adverse effect with respect to, (a) the business, operations, properties, assets or condition (financial or otherwise) of the Company Group Entities, taken as a whole, except to the extent arising from or attributable to: (i) any change in global, national or regional political conditions or in the general business, market, financial or economic conditions affecting the industries, regions and markets in which the Company Group Entities operate, (ii) any change arising in connection with, hostilities, acts of war, sabotage or terrorism or military actions or any escalation or material worsening of any such hostilities, acts of war,

sabotage or terrorism or military actions, whether commenced before or after the date hereof and whether or not pursuant to the declaration of a national emergency or war, (iii) the announcement of this Agreement, (iv) changes in the market price or trading volume of the claims or equity or debt securities of the Company (but not the underlying facts giving rise to such changes unless such facts are otherwise excluded pursuant to the clauses contained in this definition), (v) changes in the United States or foreign securities or financial markets in general (including any decline in the price of securities generally or any market or index), (vi) any change that generally affects any industry in which the Company Group Entities operate, (vii) the occurrence of any act of God or other calamity or force majeure event (whether or not declared as such), including any civil disturbance, embargo, natural disaster, fire, flood, hurricane, tornado, or other weather event, (viii) any changes in applicable laws generally applicable to any industry in which the Company Group Entities operate or International Financial Reporting Standards (“IFRS”) (or other relevant accounting rules), (ix) any change resulting from the pendency of or emergence from the Chapter 11 Cases, actions taken in connection with the Chapter 11 Cases, or any reasonably anticipated effects of such pendency, emergence or actions, or from any action approved by the Bankruptcy Court, (x) any change resulting from the entry into this Agreement, compliance with terms of this Agreement or the consummation of the transactions contemplated hereby, (xi) changes in actual or threatened pandemics (including COVID-19 or SARS-CoV-2 virus or any mutation or variation thereof), any Governmental Authority or public-health authority’s response to any actual or threatened pandemics (including any government mandated shutdown, restrictions on travel or requirement to shelter at home), or any loss of customers, suppliers orders or contracts in connection with any actual or threatened pandemics, (xii) any failure, in and of itself, by the Company Group Entities to meet any internal or published projections, forecasts, predictions or guidance relating to revenues, income, cash position, cash-flow or other financial measure (but not the underlying facts giving rise to such changes unless such facts are otherwise excluded pursuant to the clauses contained in this definition) (except, in the cases of (i), (ii), (v), (vi), (vii), (viii), and (xi) to the extent the Company Parties, taken as a whole, are disproportionately impacted thereby relative to other entities operating in the same industry or industries in which the Company Parties operate) or (b) the ability of the Company Parties to perform their material obligations under this Agreement.

(j) [RESERVED]

(k) *Authorized Capital.* Upon the Plan Effective Date, the authorized capital of New Speedcast Parent shall be sufficient to issue all of the Direct Investment Shares consistent with the terms of this Agreement, the Plan and the Disclosure Statement and the issued and outstanding Direct Investment Shares of New Speedcast Parent shall be consistent with the terms of the Plan and the Disclosure Statement.

(l) *ASX and ASIC waiver or confirmation.* If approval of the transactions contemplated by this Agreement is required by the shareholders of the Company under the ASX Listing Rules or the Corporations Act, (i) copies of all proposed waiver or confirmation applications to be filed on behalf of the Company with ASX or ASIC shall, before filing thereof, be in form and substance reasonably acceptable to the Company and

Required Commitment Parties; (ii) the Company has received a waiver of the requirement for shareholder approval from the ASX or ASIC (as applicable) or confirmation from the ASX or ASIC (as applicable) that such approval of the transactions contemplated by this Agreement by the shareholders of the Company is not required, and such waiver or confirmation is not revoked or withdrawn; and (iii) if such waiver or confirmation is subject to any conditions, any such conditions are satisfied.

(m) *Deed of Company Arrangement or Other Arrangement.* If the Company shall have appointed one or more Australian Administrators, the Company and the Australian Administrators shall have entered into, and fully effectuated, a deed of company arrangement under Part 5.3A of the Corporations Act, or entered into and completed any other agreement or arrangement to give effect to the Plan, which in all cases shall be in form and substance reasonably acceptable to the Company and the Required Commitment Parties.

(n) *Exit from Deed of Cross Guarantee.* The Company has taken all necessary steps, including making all necessary filings to ASIC (if applicable), to release the wholly-owned subsidiaries of the Company from any deed of cross guarantee to which the Company and any wholly-owned subsidiaries of the Company are party pursuant to ASIC Corporations (Wholly-owned Companies) Instrument 2016/785 or ASIC Class Orders [CO 98/1418], [CO 91/996], [CO92/770], [CO93/1370], [CO 94/1862] or [CO 95/1530].

(o) [RESERVED]

(p) *FCPA.* The Required Commitment Parties are reasonably satisfied with the Company Group Entities' compliance with the FCPA and the anti-bribery laws and regulations of any applicable non-U.S. jurisdiction and the Company Parties' internal controls with respect to such compliance, it being understood that (A) any liability or monetary impact arising from such matters that exceeds or is reasonably likely to exceed \$15,000,000 in the aggregate, and/or (B) any non-monetary effect or condition arising out of such matters that is, or is reasonably expected to have, a Material Adverse Effect shall constitute reasonable cause for the Required Commitment Parties not to be so satisfied.

(q) *Successful Plan Sponsor.* The Debtors have determined that the Commitment Parties are the Successful Plan Sponsor (as defined in the Plan Sponsor Selection Process) in accordance with the Plan Sponsor Selection Process.

Section 9. CONDITIONS TO THE OBLIGATIONS OF THE COMPANY. The obligations of the Company to consummate the transactions contemplated hereby on the Plan Effective Date with respect to each Commitment Party are subject to satisfaction of the following conditions (unless waived by the Company), except where the failure to satisfy any such condition is the result of a failure by the Company to comply with this Agreement:

(a) *Plan and Confirmation Order.* The Plan and the Confirmation Order, as entered or approved by the Bankruptcy Court, as applicable, shall each be in the form and

substance reasonably acceptable to the Debtors and the Required Commitment Parties, and in the case of the Confirmation Order, shall not be subject to any stay as of the Plan Effective Date.

(b) *Conditions to the Plan.* The conditions to the occurrence of the Plan Effective Date set forth in the Plan and the Confirmation Order shall have been satisfied or waived in accordance with the terms thereof and, concurrent with the consummation of the Direct Investment contemplated hereby, and the Plan Effective Date shall have occurred or be deemed to have occurred.

(c) *Funding Amount.* The applicable Commitment Party shall have wired its Funding Amount into the Escrow Account or, in the case of a Defaulting Commitment Party, the non-defaulting Commitment Parties have assumed and funded in full into the Escrow Account such Defaulting Commitment Party's Funding Amount pursuant to Section 3.

(d) *Approvals.* (i) Any waiting period (and any extensions thereof) applicable to consummate the transactions contemplated by this Agreement under the HSR Act shall have expired or been terminated and (ii) all orders, notifications, approvals, clearances, waivers, exemptions, declarations, authorizations and consents of any Governmental Entity as required to consummate the transactions contemplated by this Agreement shall have been issued, made, or obtained, as applicable.

(e) *No Restraint.* No judgment, injunction, decree or other legal restraint shall prohibit the consummation of the Plan, the Restructuring, the Direct Investment or the transactions contemplated hereby.

(f) *Representations and Warranties.* The representations and warranties of the applicable Commitment Party (for the avoidance of doubt, excluding any Defaulting Commitment Party) set forth in this Agreement shall be true and correct on and as of the Plan Effective Date as if made on and as of the Plan Effective Date (or, to the extent given as of a specific date, as of such date) except as would not, individually or in the aggregate, reasonably be expected to result in a material adverse effect on the ability of the applicable Commitment Party to perform its obligations under this Agreement.

(g) *Covenants.* The applicable Commitment Party (for the avoidance of doubt, excluding any Defaulting Commitment Party) shall have performed and complied in all material respects with all obligations and agreements required by this Agreement to be performed or complied with by such Commitment Party on or prior to the Plan Effective Date.

(h) *ASX and ASIC waiver or confirmation.* If approval of the transactions contemplated by this Agreement is required by the shareholders of the Company under the ASX Listing Rules or the Corporations Act, (i) the Company has received a waiver of the requirement for shareholder approval from the ASX or ASIC (as applicable) or confirmation from the ASX or ASIC (as applicable) that such approval of the transactions contemplated by this Agreement by the shareholders of the Company is not required, and

such waiver or confirmation is not revoked or withdrawn; and (ii) if such waiver or confirmation is subject to any conditions, any such conditions are satisfied.

(i) *Deed of Company Arrangement or Other Arrangements.* If the Company shall have appointed one or more Australian Administrators, the Company and the Australian Administrators shall have entered into, and fully effectuated a deed of company arrangement under Part 5.3A of the Corporations Act, or entered into and completed any other agreement or arrangement to give effect to the Plan, which in all cases shall be in form and substance reasonably acceptable to the Company and the Required Commitment Parties.

(j) *Exit from Deed of Cross Guarantee.* The Company has taken all necessary steps, including making all necessary filings to ASIC (if applicable), to release the wholly-owned subsidiaries of the Company from any deed of cross guarantee to which the Company and any wholly-owned subsidiaries of the Company are party pursuant to ASIC Corporations (Wholly-owned Companies) Instrument 2016/785 or ASIC Class Orders [CO 98/1418], [CO 91/996], [CO92/770], [CO93/1370], [CO 94/1862] or [CO 95/1530].

Section 10. CERTAIN STRUCTURING AND TAX MATTERS.

(a) The Litigation Trust, Restructuring, Corporate Restructuring, Corporate Restructuring Steps, Restructuring Transactions, the Reorganized Debtors (other than the Company) and New Speedcast Parent (in each case, as defined in the Plan) will be structured and implemented in a tax-efficient manner and as otherwise reasonably acceptable to the Required Commitment Parties and the Company. The Company shall consult and cooperate with the Commitment Parties regarding the structure and implementation of the Litigation Trust, Restructuring, Corporate Restructuring, Corporate Restructuring Steps, Restructuring Transactions, the Reorganized Debtors (other than the Company) and New Speedcast Parent (in each case, as defined in the Plan).

(b) New Speedcast Parent shall be a corporation organized under the laws of a State of the United States, provided, however, that (i) the Company and the Required Commitment Parties shall reasonably cooperate to analyze the tax and other consequences of effecting any restructuring as may be necessary to cause the Company's U.S. business to be held in a "flow-through" structure for U.S. federal income tax purposes following the consummation of the Plan, and (ii) at the election of the Required Commitment Parties, New Speedcast Parent shall instead be organized as a partnership, limited liability company or similar entity organized under the laws of a State of the United States.

(c) The Company shall use commercially reasonable efforts to effect the Litigation Trust, Restructuring, Corporate Restructuring, Corporate Restructuring Steps, Restructuring Transactions, the Reorganized Debtors (other than the Company) and New Speedcast Parent (in each case, as defined in the Plan) at such times and in such manner

as shall be determined in accordance with Section 10(a), including effectuating the Restructuring on the Plan Effective Date.

Section 11. SURVIVAL OF REPRESENTATIONS AND WARRANTIES; LIMITATIONS ON CLAIMS AGAINST COMPANY.

(a) The representations, warranties, covenants and agreements contained in this Agreement will not survive the Plan Effective Date, such that no claim for breach of, or otherwise related to, any such representation, warranty, covenant or agreement or detrimental reliance or other right or remedy (whether in contract, in tort or at law or in equity) may be brought after the Closing with respect thereto against the Company, and there shall be no liability in respect thereof after the Closing, whether such liability has accrued prior to, on or after the Closing; provided, however, that covenants and agreements that by their terms are to be satisfied after the Plan Effective Date by New Speedcast Parent shall survive until satisfied in accordance with their terms.

(b) Neither the Company nor any other Company Group Entity accepts any duty of care in relation to a Commitment Party in respect of any disclosure or the provision of any information to a Commitment Party.

(c) Without in any way limiting this Section 11, subject to any law to the contrary, and to the maximum extent permitted by law, except for any breach of this Agreement or as otherwise expressly set forth herein, the Company and each other Company Group Entity disclaims all liability for any loss suffered by any person arising out of, in connection with or as a result of, any negligence, default or lack of care on the part of the Company or any other Company Group Entities.

(d) To the maximum extent permitted by applicable law, each Commitment Party agrees not to make, and releases any right it may have to make, against any Company Group Entity, any claim based on the Australian Consumer Law (including sections 4, 18 and 29 of the Competition and Consumer Act 2010 (Cth)) or based on any corresponding provision of any state or territory legislation, or on a similar provision under any other law, for any act or omission concerning the Company Group Entities or for any statement or representation about any of those things which is not expressly contained in this Agreement.

Section 12. TERMINATION.

(a) *Termination.* This Agreement may be terminated prior to the Plan Effective Date by (i) by the mutual written consent of the Company and the Required Commitment Parties or (ii) either the Company or the Commitment Parties if the Plan Effective Date has not occurred on or prior to March 15, 2021 (the “**Outside Date**”).

(b) *Termination by the Required Commitment Parties.* Prior to the Plan Effective Date, the Required Commitment Parties may terminate this Agreement by three (3) days prior written notice to the Company upon the occurrence and during the continuance of any of the following:

- (i) upon the breach in any material respect by the Company of any of the undertakings, representations, warranties or covenants of the Company set forth herein, and such breach or inaccuracy would, individually or in the aggregate, result in a failure of a condition set forth in Section 8 if continuing on the Plan Effective Date, and which is incurable or, if curable, remains uncured by the earlier of (1) ten (10) Business Days after the receipt of written notice of such breach from any of the Required Commitment Parties pursuant to this Section 12 and in accordance with Section 13 (as applicable) and (2) the Business Day before the Outside Date; *provided* that the Commitment Parties shall not have the right to terminate this Agreement pursuant to this Section 12 if any Commitment Party is then in breach of any representation, warranty, covenant or other agreement hereunder that would result in the failure of any condition set forth in Section 9 not being satisfied;
- (ii) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any final and nonappealable ruling, judgment or order enjoining the consummation of or rendering illegal the Restructuring, the Direct Investment or any other material portion of the transactions contemplated by this Agreement;
- (iii) the Confirmation Order or the Disclosure Statement Order, the other Restructuring Documents and any amendments, modifications, or supplements thereto, to the Plan or the Disclosure Statement filed or entered into or made effective by any Debtor includes terms that are inconsistent with the Plan or are not otherwise reasonably acceptable to the Required Commitment Parties, and such event remains unremedied for a period of three Business Days following the Company Parties' receipt of notice of such inconsistent term;
- (iv) any of the Chapter 11 Cases shall have been dismissed or converted to a case under chapter 7 of the Bankruptcy Code, or the Bankruptcy Court has entered into an order in any of the Chapter 11 Cases appointing an examiner or trustee with expanded powers to oversee or operate the Debtors in the Chapter 11 cases;
- (v) if, as of 11:59 p.m. prevailing Eastern Time on the date that is seventy five (75) days from the date the Plan is filed with the Bankruptcy Court, the Bankruptcy Court has not entered the Confirmation Order; or
- (vi) (x) any of the Debtors enter into a definitive agreement with respect to a Competing Plan Proposal with a third party or (y) the Final Selection Date (as defined in the Plan Sponsor Selection Process), unless the Debtors have determined that the Commitment Parties are the Successful Plan Sponsor (as defined in the Plan Sponsor Selection Process) in accordance with the Plan Sponsor Selection Process.
- (c) *Termination by the Company.* Prior to the Plan Effective Date, the Company may terminate this Agreement by three days prior written notice to the

Commitment Parties upon the occurrence and during the continuance of any of the following:

(i) the Board of Directors of the Company or Australian Administrators at any time determines in good faith that continued performance under this Agreement would be inconsistent with its fiduciary duties under applicable law (as reasonably determined by such entity in good faith after consultation with outside legal counsel);

(ii) (x) any of the Debtors enter into a definitive agreement with respect to a Competing Plan Proposal with a third party in accordance with the Plan Sponsor Selection Process or (y) the Final Selection Date (as defined in the Plan Sponsor Selection Process), unless the Debtors have determined that the Commitment Parties are the Successful Plan Sponsor (as defined in the Plan Sponsor Selection Process) in accordance with the Plan Sponsor Selection Process;

(iii) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any final and nonappealable ruling, judgment or order enjoining the consummation of or rendering illegal the Restructuring, the Direct Investment or any other material aspect of the transactions contemplated by this Agreement;

(iv) the Bankruptcy Court denies entry of the order confirming the Plan; or

(v) solely with respect to each Commitment Party, upon the breach in any material respect by such Commitment Party of any of the undertakings, representations, warranties or covenants of such Commitment Party set forth herein which would, individually or in the aggregate, result in a failure of a condition set forth in Section 9 and which is incurable or, if curable, remains uncured by the earlier of (1) 10 Business Days after the receipt of written notice of such breach from the Company pursuant to this Section 12 and in accordance Section 13 (as applicable) and (2) the Business Day before the Outside Date; *provided* that the Company shall not have the right to terminate this Agreement pursuant to this Section if it is then in breach of any representation, warranty, covenant or other agreement hereunder that would result in the failure of any condition set forth in Section 8 being satisfied; *provided, further*, that in the event of any such termination, the applicable Commitment Party shall be deemed to be a Defaulting Commitment Party for purposes of the second sentence of Section 3.

(d) *Effect of Termination.* Subject to Section 14, upon termination of this Agreement, each party hereto shall be released from its commitments, undertakings and agreements under or related to this Agreement and shall have the rights and remedies that it would have had and shall be entitled to take all actions, whether with respect to the transactions contemplated hereby or otherwise, that it would have been entitled to take had it not entered into this Agreement. Notwithstanding anything contained herein, if this

Agreement is terminated as a result of a willful material breach of this Agreement by a party hereto, such party shall not be released and shall remain liable for any damages resulting from such termination.

(e) [RESERVED].

Section 13. NOTICES. All notices and other communications under this Agreement shall be in writing and shall be deemed given (a) when delivered personally by hand (with written confirmation of receipt), (b) when sent by facsimile (with written confirmation of transmission), (c) five (5) days after being deposited with the United States Post Office, by registered or certified mail, postage prepaid, (d) one (1) Business Day following the day sent by overnight courier (with written confirmation of receipt), or (e) when sent by electronic mail (with acknowledgment received), in each case at the following addresses (or to such other address as a party hereto may have specified by like notice):

If to Commitment Parties, to each of the undersigned Commitment Parties at the addresses listed on the signatures pages hereto,

with a copy to:

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019
Attn: Richard G. Mason
Victor Goldfeld
John R. Sobolewski
Email: RGMason@wlrk.com
VGoldfeld@wlrk.com
JRSobolewski@wlrk.com

If to the Company, to:

Speedcast International Limited
4400 S. Sam Houston Parkway East
Houston, Texas 77048
Attn: Dominic Gyngell, General Counsel
Email: dominic.gyngell@speedcast.com

With copies to (which shall not constitute notice):

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Attn: Gary T. Holzer
David N. Griffiths
Ramona Y. Nee
Mariel E. Cruz

Email: gary.holzer@weil.com
david.griffiths@weil.com
ramona.nec@weil.com
marisel.cruz@weil.com

Weil, Gotshal & Manges LLP
700 Louisiana Street, Suite 1700
Houston, Texas 77002 Telephone:
Attn: Perez, Alfredo
Brenda Funk
Email: alfredo.perez@weil.com
brenda.funk@weil.com

Herbert Smith Freehills
ANZ Tower, Level 33, 161 Castlereagh Street
Sydney NSW 2000
Australia
Attn: Paul Apathy
Andrew Rich
Email: Paul.Apathy@hsf.com
Andrew.Rich@hsf.com

Section 14. SURVIVAL. Notwithstanding the termination of this Agreement, the agreements and obligations of the parties hereto in Section 12(d) and Section 14 through 23 shall survive such termination and shall continue in full force and effect for the benefit of the parties hereto in accordance with the terms hereof.

Section 15. ASSIGNMENT; THIRD PARTY BENEFICIARIES. Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned by any of the parties hereto without the prior written consent of the other parties hereto. Notwithstanding the previous sentence, the Commitment Parties' obligations hereunder may be assigned, delegated or transferred, in whole or in part, by any Commitment Party to any Related Fund in accordance with the terms of Section 2. Any purported assignment in violation of this Section 15 shall be void *ab initio* and of no force or effect.

Section 16. COMPLETE AGREEMENT. This Agreement (including the Exhibits, the Schedules, and the other documents and instruments referred to herein) constitutes the entire agreement of the parties hereto and supersedes all prior agreements, arrangements or understandings, whether written or oral, among the parties hereto with respect to the subject matter of this Agreement, except that the parties hereto acknowledge that any confidentiality agreements heretofore executed among the parties hereto will continue in full force and effect.

Section 17. GOVERNING LAW; SUBMISSION TO JURISDICTION; SELECTION OF FORUM; WAIVER OF TRIAL BY JURY. This Agreement, and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this Agreement (including the exhibits and schedules hereto), or the negotiation, execution,

termination, performance or nonperformance of this Agreement (including the exhibits and schedules hereto), shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and performed in such State, without regard to any conflict of laws principles thereof. Each party hereto agrees that it shall bring any action or proceeding in respect of any claim based upon, arising out of, or related to this agreement, any provision hereof or any of the transactions contemplated hereby, in the Bankruptcy Court, and solely in connection with claims arising under this Agreement or the transactions that are the subject of this Agreement (a) irrevocably submits to the exclusive jurisdiction of the Bankruptcy Court, (b) waives any objection to laying venue in any such action or proceeding in the Bankruptcy Court and (c) waives any objection that the Bankruptcy Court are an inconvenient forum or do not have jurisdiction over any party hereto. Each party hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. EACH PARTY HERETO WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, MATTER OR PROCEEDING BASED UPON, ARISING OUT OF, OR RELATED TO THIS AGREEMENT, ANY PROVISION HEREOF OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 18. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which will be considered one and the same agreement and will become effective when counterparts have been signed by each of the parties hereto and delivered to the other parties hereto (including via facsimile or other electronic transmission), it being understood that each party need not sign the same counterpart.

Section 19. ACTION BY, OR CONSENT OR APPROVAL OF, THE COMMITMENT PARTIES. Whenever this Agreement refers to any action to be taken by, or any consent or approval to be given by, the Commitment Parties, unless otherwise expressly provided in any particular instance, such reference shall be deemed to require the action, consent or approval of the Required Commitment Parties, and each Commitment Party agrees to be bound by any decision of the Required Commitment Parties with respect thereto.

Section 20. AMENDMENTS AND WAIVERS.

(a) This Agreement may be amended, modified or supplemented and the terms and conditions of this Agreement may be waived, only by a written instrument signed by the Company and the Required Commitment Parties and subject to the approval of the Bankruptcy Court; *provided* that any modification of, or amendment or supplement to, this Agreement that would (i) have the effect of (A) materially and adversely affecting any Commitment Party in a manner that is disproportionate to any other Commitment Party or (B) increasing the Funding Amount to be paid in respect of the Direct Investment Shares; or (ii) would have the effect of modifying this Section 20 shall require the prior written consent of all of the Commitment Parties.

(b) No delay on the part of any party hereto in exercising any right, power or privilege pursuant to this Agreement will operate as a waiver thereof, nor will any waiver on the part of any party hereto of any right, power or privilege pursuant to this Agreement, nor will any single or partial exercise of any right, power or privilege

pursuant to this Agreement, preclude any other or further exercise thereof or the exercise of any other right, power or privilege pursuant to this Agreement. The rights and remedies provided pursuant to this Agreement are cumulative and are not exclusive of any rights or remedies which any party hereto otherwise may have at law or in equity.

Section 21. SPECIFIC PERFORMANCE. The parties hereto acknowledge and agree that any breach of the terms of this Agreement would give rise to irreparable harm for which money damages would not be an adequate remedy and, accordingly, the parties hereto agree that in addition to any other remedies, each party hereto will be entitled to enforce the terms of this Agreement by a decree of specific performance without the necessity of proving the inadequacy of money damages as a remedy and without the necessity of posting bond.

Section 22. LIMITATION OF LIABILITY OF THE AUSTRALIAN ADMINISTRATORS (IF APPLICABLE). If the Company appoints an Australian Administrator:

(a) Each Party to this Agreement releases the Australian Administrators personally from all liabilities, demands and claims arising out of this Agreement and the transactions contemplated by this Agreement.

(b) Each Party to this Agreement covenants not to sue the Australian Administrators personally in respect of any liabilities, demands or claims arising out of this Agreement and the transactions contemplated by this Agreement.

(c) Each Party to this Agreement acknowledges and agrees that: (i) the Australian Administrators have only limited knowledge of the Company Group Entities, their assets and attributes, any liens and the history of the Company Group Entities; and (ii) the Australian Administrators do not in any way adopt or agree to be bound personally by this Agreement or the transactions contemplated by this Agreement.

(d) Each Party to this Agreement agrees that to the extent permissible by law: (i) the Australian Administrators are not personally liable for any amount required to be paid pursuant to this Agreement, or for any liability, demand or claim arising out of this Agreement, or the transactions contemplated by this Agreement; (ii) for the purposes of any acknowledgements or agreements as to, or provisions of, limitations of the liability of the Australian Administrators in this Agreement, references to the Australian Administrators where the context so permits shall mean and include their present and future firm or firms, partners and employees, and any legal entity or partnership that employs such administrators (the “**Firm**”), any successor or merged firm and the partners, shareholders, officers and employees of any such entity or partnership. The Firm holds the benefit of this clause on trust for the Australian Administrators and each other person referred to; (iii) these limitations of the liability of the Australian Administrators shall continue notwithstanding the Australian Administrators ceasing to act as administrators of the Company; and (v) these limitations on the liability of the Australian Administrators shall be in addition to, and not in substitution for, any right of indemnity or relief otherwise available to the Firm or the Australian Administrators and

shall continue notwithstanding termination of this Agreement or completion of the transaction contemplated by this Agreement.

(e) Notwithstanding any provision of this Agreement, the limitations on liability set out in this Section 22 do not apply in the case of any Australian Administrator's fraud, willful default or gross negligence and do not seek to limit the Australian Administrator's liability inconsistent with sections 443A, 443B and 443BA of the Corporations Act.

Section 23. LIMITATION OF LIABILITY OF THE COMMITMENT PARTIES. Notwithstanding anything to the contrary in this Agreement, each Party to this Agreement unconditionally and irrevocably covenants, agrees and acknowledges that (i) no right or remedy, recourse or recovery (whether at law or equity or in tort, contract or otherwise) under this Agreement or under any documents or instruments delivered in connection herewith or in connection with the transactions contemplated hereby (or the termination or abandonment thereof) or otherwise, or in respect of any oral representations made or alleged to be made in connection herewith, shall be had against any former, current or future direct or indirect equity holder, controlling person, general or limited partner, officer, director, employee, investment professional, manager, stockholder, member, agent, affiliate, assignee, financing source or other representatives of any of the foregoing or any of their respective successors or assigns (any such person, a "**Related Party**") of any Commitment Party or any Related Party of any such Related Party (including, without limitation, any liabilities or obligations arising under, or in connection with, this Agreement or any document or instrument delivered in connection herewith or the transactions contemplated hereby (or the termination or abandonment thereof), or in respect of any oral representations made or alleged to be made in connection herewith, or in respect of any claim (whether at law or equity or in tort, contract or otherwise), including in the event such Commitment Party breaches (whether willfully, intentionally, unintentionally or otherwise) its obligations under this Agreement or any document or instrument delivered in connection herewith or in connection with the transactions contemplated hereby (or the termination or abandonment thereof)), whether, in each case, by or through piercing of the corporate, limited liability company or limited partnership veil or similar action, whether by the enforcement of any judgment or assessment or by any legal or equitable proceedings, or by virtue of any statute, regulation or other applicable law or otherwise, (ii) it is expressly agreed and acknowledged that no personal liability or obligation whatsoever shall attach to, be imposed on, or otherwise be incurred by any Related Party of any Commitment Party or any Related Party of such Related Party for any liabilities or obligations of such Commitment Party under this Agreement or any documents or instruments delivered in connection herewith or in connection with the transactions contemplated hereby or thereby (or the termination or abandonment thereof) or otherwise, in respect of any oral representation made or alleged to have been made in connection herewith or therewith or for any claim (whether at law or equity or in tort, contract or otherwise) based on, in respect of, in connection with, or by reason of such obligations or their creation, and each Party hereto hereby irrevocably and unconditionally waives and irrevocably and unconditionally releases all claims (whether arising under equity, contract, tort or

otherwise) against such persons for any such liability or obligation and (iii) with respect to each Commitment Party, under no circumstances will the Company, any Commitment Party or any of their respective Related Parties, or the Company, any Commitment Party and their respective Related Parties in the aggregate, be entitled to monetary damages or monetary remedies for any claims, damages or other losses suffered as a result of the failure of the transactions contemplated by this Agreement to be consummated or for a breach or failure to perform hereunder or for any representation made or alleged to have been made in connection herewith or therewith, in excess of the amount equal to such Commitment Party's Funding Amount. For the avoidance of doubt, any Commitment Party may enforce this Agreement (including pursuant to Section 21) and seek any claim, damages or other losses against any other Commitment Party. For the avoidance of doubt, this Agreement does not alter any provisions, rights or obligations of any party to this Agreement, or such party's Affiliates, under the DIP Credit Agreement.

Section 24. OTHER INTERPRETIVE MATTERS.

(a) Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply: (i) when calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded and, if the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day; (ii) any reference in this Agreement to \$ shall mean U.S. dollars; (iii) all exhibits and schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein and any capitalized terms used in any Exhibit or Schedule but not otherwise defined therein shall be defined as set forth in this Agreement; (iv) words imparting the singular number only shall include the plural and vice versa; (v) the words such as "herein," "hereinafter," "hereof," and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires; (vi) the word "including" or any variation thereof means "including, without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it; (vii) the division of this Agreement into Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement; (viii) all references in this Agreement to any "Section" are to the corresponding Section of this Agreement unless otherwise specified; (ix) the word "or" shall not be deemed to be exclusive; and (x) all references to, and any obligations of, "New Speedcast Parent" shall be a reference to and obligation of the "Company" unless and until the Company ceases to be the ultimate parent of the Company Group Entities, and all references to, and any obligations of, the "Company" shall be a reference to and obligation of "New Speedcast Parent" once New Speedcast Parent becomes the ultimate parent of the Company Group Entities (and if New Speedcast Parent is a successor entity to the Company, it shall sign a joinder to this Agreement to give effect to this Section 24(a)(x)).

(b) The parties hereto have participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation

arises, this Agreement shall be construed as jointly drafted by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party hereto by virtue of the authorship of any provision of this Agreement.

[Signature Page Follows]

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

**SPEEDCAST INTERNATIONAL
LIMITED**

By: 

Name: Stephanie Wilks

Title: Chair

[SIGNATURE PAGE TO EQUITY COMMITMENT AGREEMENT]

**CENTERBRIDGE CAPITAL
PARTNERS III, L.P.**

**By: Centerbridge Associates III, L.P., its
general partner**

**By: CCP III Cayman GP Ltd., its
general partner**

By: 

Name: Bao Truong

Title: Authorized Signatory

**CENTERBRIDGE CAPITAL
PARTNERS SBS III, L.P.**

**By: CCP SBS GP, LLC, its general
partner**

By: 

Name: Bao Truong

Title: Authorized Signatory

Address:

Centerbridge Partners, L.P.
375 Park Avenue, 11th Floor,
New York, NY 10152

Attn: Bao Truong
Jared Hendricks
Jeff Goldfarb

Email: btruong@centerbridge.com
jhendricks@centerbridge.com
jgoldfarb@centerbridge.com

Schedule 1

Direct Investment Shares

Commitment Party	Percentage of Direct Investment Shares
Centerbridge Capital Partners III, L.P.	95.56128750073090%
Centerbridge Capital Partners SBS III, L.P.	4.438712499269070%

Schedule 2

Debtor Entities

Name of Entity	Jurisdiction
SpeedCast International Limited	Australia
SpeedCast UK Holdings Limited	England & Wales
CapRock UK Limited	Scotland
CapRock Communications Pte. Ltd.	Singapore
Speedcast Cyprus Ltd.	Cyprus
SpeedCast Limited	Hong Kong
SpeedCast Group Holdings Pty Ltd	Australia
SpeedCast Americas, Inc.	United States
SpeedCast Communications, Inc.	United States
SpaceLink Systems, LLC	United States
SpeedCast Australia Pty Limited	Australia
Satellite Communications Australia Pty Ltd	Australia
Oceanic Broadband Solutions Pty Ltd	Australia
SpeedCast Managed Services Pty Limited	Australia
Maritime Communication Services, Inc.	United States
Telaurs Communications LLC	United States
CCI Services Corp.	United States
HCT Acquisition, LLC	United States
Cosmos Holdings Acquisition Corp.	United States
Globecomm Network Services Corporation	United States
Hermes Datacommunications International Limited	England & Wales
SpeedCast Singapore Pte. Ltd.	Singapore
SpaceLink Systems II, LLC	United States
CapRock Comunicações do Brasil Ltda.	Brazil
CapRock Participações do Brasil Ltda.	Brazil
Speedcast Canada Limited	Canada
CapRock Communications (Australia) Pty Ltd	Australia
SpeedCast Norway AS	Norway
Globecomm Europe B.V.	Netherlands
NewCom International, Inc.	United States
Evolution Communications Group Limited	British Virgin Islands
SpeedCast Netherlands B.V.	Netherlands
SpeedCast France SAS	France

Exhibit A
Plan

[Attached]

Exhibit B
Joinder

[Attached]

Form of Joinder Agreement

JOINDER AGREEMENT

This Joinder Agreement (the “***Joinder Agreement***”) to the Amended and Restated Equity Commitment Agreement dated as of October 10, 2020 (as amended, supplemented or otherwise modified from time to time, the “***Equity Commitment Agreement***”), among the Company and the Commitment Parties is executed and delivered by the undersigned (the “***Joining Party***”) as of [●], 2020 (the “***Joinder Date***”). Each capitalized term used herein but not otherwise defined shall have the meaning set forth in the Equity Commitment Agreement.

1. Agreement to be Bound. The Joining Party hereby agrees to be bound by all of the terms of the Equity Commitment Agreement, a copy of which is attached to this Joinder Agreement as **Annex 1** (as the same has been or may be hereafter amended, restated or otherwise modified from time to time in accordance with the provisions hereof). The Joining Party shall hereafter be deemed to be a “Commitment Party” for all purposes under the Equity Commitment Agreement. Without limiting the foregoing, pursuant to and in accordance with Section 2 of the Equity Commitment Agreement, the Joinder Party hereby commits to purchase Direct Investment Shares pursuant to the Equity Commitment Agreement.
2. Representations and Warranties. The Joining Party hereby severally and not jointly makes the representations and warranties of the Commitment Parties as set forth in Section 5 of the Equity Commitment Agreement to the Company as of the date hereof.
3. Investor Status. Without limiting the foregoing, the Joining Party represents and warrants that (x) it is a record holder of an allowed claim under that certain Syndicated Facility Agreement, dated as of May 15, 2018 (“***Prepetition SFA Claims***”), and (y) that is (i) an “accredited investor” (as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act of 1933 and the rules and regulations of the SEC thereunder (the “***Securities Act***”)) or a qualified institutional buyer (within the meaning of Rule 144A of the Securities Act) and (ii) a “professional investor” within the meaning of the Corporations Act.
4. Governing Law. This Joinder Agreement shall be governed by and construed in accordance with the laws of the State of New York, but without giving effect to applicable principals of conflicts of law to the extent that the application of the Law of another jurisdiction would be required thereby.

[Signature pages to follow]

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

[JOINING PARTY]

By: _____
Name:
Title:

Exhibit D

Liquidation Analysis

SPEEDCAST INTERNATIONAL LIMITED, et al.**HYPOTHETICAL LIQUIDATION ANALYSIS**

THE AMOUNTS PRESENTED ARE ESTIMATES AND ARE BASED UPON THE ASSUMPTIONS NOTED. ACTUAL RESULTS COULD VARY MATERIALLY FROM WHAT IS PRESENTED.

Pursuant to section 1129(a)(7) of the Bankruptcy Code (frequently referred to as the “best interests test”), Holders of Allowed Claims must either (a) accept the Plan or (b) receive or retain under the Plan property of a value, as of the Plan’s assumed Effective Date, that is not less than the value such non-accepting Holder would receive or retain if the Debtors were liquidated under chapter 7 of the Bankruptcy Code (“Chapter 7” and, the cases thereunder, the “Chapter 7 Cases” and, the trustee appointed thereunder, “Chapter 7 Trustee”). In determining whether the best interests test has been met, the first step is to determine the dollar amount that would be generated from a hypothetical liquidation of the Debtors’ assets under Chapter 7.

The Debtors have prepared this hypothetical liquidation analysis (the “Liquidation Analysis”) in connection with the Disclosure Statement. The Liquidation Analysis reflects the estimated cash proceeds, net of liquidation-related costs that would likely be available to the Debtors’ creditors if the Debtors were to be liquidated under Chapter 7 as an alternative to the restructuring of the Debtors’ businesses as proposed under the Plan. Accordingly, asset values discussed herein may be different than amounts referred to in the Plan. The Liquidation Analysis is based upon the assumptions contained herein and in the Disclosure Statement. All capitalized terms not defined in this Liquidation Analysis have the meanings ascribed to them in the Disclosure Statement.

UNDERLYING THE LIQUIDATION ANALYSIS ARE NUMEROUS ESTIMATES THAT, ALTHOUGH DEVELOPED AND CONSIDERED REASONABLE BY THE DEBTORS, ARE INHERENTLY SUBJECT TO SIGNIFICANT BUSINESS, ECONOMIC, REGULATORY, LITIGATION AND COMPETITIVE UNCERTAINTIES AND CONTINGENCIES BEYOND THE CONTROL OF THE DEBTORS AND THEIR MANAGEMENT. ACCORDINGLY, THERE CAN BE NO ASSURANCE THAT THE VALUES REFLECTED IN THE LIQUIDATION ANALYSIS WOULD BE REALIZED IF THE DEBTORS WERE, IN FACT, LIQUIDATED UNDER CHAPTER 7 OF THE BANKRUPTCY CODE, AND ACTUAL RESULTS COULD MATERIALLY DIFFER FROM THE RESULTS SET FORTH HEREIN.

OVERVIEW OF SIGNIFICANT ASSUMPTIONS

- The preliminary wind down scenario was prepared to estimate a range of liquidation value and to establish best interest.
- It is assumed the business would cease operations on December 31, 2020 and begin a wind down process. The wind down is assumed to occur over a 6-month period.
- It is assumed that the Company would file a Chapter 7 proceeding and a Trustee would be appointed to the case. This analysis assumes all currently filed entities are included in the Chapter 7.
- The liquidation analysis was prepared on a Debtor entity by Debtor entity basis and follows a priority waterfall where assets are liquidated at each Debtor entity. Under the liquidation analysis, liquidation expenses are paid first before remaining cash proceeds are distributed to creditors at each entity in accordance with creditor priorities.
- The wind down has been projected utilizing the Company's August financials as well as the DIP budget.
- The Company's Government business (which is in non-debtor Proxy entities) is projected to be sold with sale proceeds flowing to the immediate Debtor parent entity.
- Remaining non-debtor entities are projected to be liquidated with all creditors at each entity to be satisfied before remaining proceeds flow up to the parent company.

Speedcast International Limited, et al.
Hypothetical Chapter 7 Liquidation Analysis

(\$ in 000s)	Actual/ Book/ Estimated Value	Notes	High Value		Low Value	
			\$	%	\$	%
Liquidation Proceeds:						
Unrestricted Cash	\$ 14,874	(a)				
(-) Amount subject to asset financing obligations	(1,602)	(b)				
Unrestricted Cash - Available for liquidation	13,272		\$ 13,272	100%	\$ 13,272	100%
Restricted Cash	14,216	(c)	9,133	64%	6,088	43%
Accounts Receivable	96,882	(d)	50,700	52%	43,095	44%
Other Receivables	82,386	(e)	-	0%	-	0%
Inventories	21,075	(f)				
(-) Amount subject to asset financing obligations	(5,237)	(b)				
Inventories - Available for liquidation	15,838		12,671	80%	9,503	60%
PP&E, net (Excl. IFRS 16)	105,553	(f)				
(-) Amount subject to asset financing obligations	(6,971)	(b)				
PP&E, net (Excl. IFRS 16) - Available for liquidation	98,583		11,591	12%	5,795	6%
PP&E, net - Right of Use Assets (IFRS 16)	28,522	(g)	-	0%	-	0%
Sale of Proxy Business	102,971	(h)	102,971	100%	82,377	80%
Liquidation Proceeds from Non-Debtors (excl. Proxy)	10,422	(i)	10,422	100%	8,749	84%
Preference Claims	53,146	(j)	5,315	10%	-	0%
Interests in Joint Ventures	5	(f)	-	0%	-	0%
Goodwill and Intangible Assets	43,377	(f)	-	0%	-	0%
Other Non-current Receivables	435	(f)	-	0%	-	0%
Deferred Tax Assets	18,240	(f)	-	0%	-	0%
Total Proceeds Available For Distribution	578,294		216,073	37%	168,879	29%
Liquidation Expenses:						
Chapter 7 Trustee Fees		(k)	(6,482)		(5,066)	
Trustee Professional Fees		(l)	(6,000)		(6,000)	
Rent Expenses		(m)	(785)		(785)	
Insurance Expenses		(m)	(79)		(79)	
Other Wind-Down Expenses		(n)	(4,321)		(3,378)	
Total Liquidation Expenses			(17,667)		(15,308)	
Net Proceeds Available for Distribution		(o)	\$ 198,406		\$ 153,571	
	Claim Estimate		Projected Recovery		Projected Recovery	
			\$	%	\$	%
Superpriority Administrative Claims:						
Outstanding DIP Borrowings	\$ 247,966	(p)	\$ 198,406	80%	\$ 153,571	62%
Total Superpriority Administrative Claims	247,966		198,406	80%	153,571	62%
Other Administrative Claims:						
Post-Petition A/P	\$ 42,547	(q)	-	0%	-	0%
Accrued Lender Professional Fees and UST Fees	1,291	(r)	-	0%	-	0%
Payroll & Benefits Admin Claims	11,423	(s)	-	0%	-	0%
Priority Tax Claims	18,028	(t)	-	0%	-	0%
Total Other Administrative Claims	73,289		-	0%	-	0%
Prepetition Credit Facility:						
Outstanding Borrowings	\$ 633,907	(u)	-	0%	-	0%
Remaining Proceeds Available for Distribution			\$ -		\$ -	
Asset Financing Facility Obligations:						
Asset Financing Facility Obligations	\$ 13,809	(b)	\$ 13,809	100%	\$ 13,809	100%

Notes:

- (a) Projected unrestricted cash balances at Debtor entities as of December 31, 2020 liquidation date.
- (b) Assumes assets are returned to asset financing counter-parties with book values equal to the claim amounts of the obligations. In the case of the Cobham facilities, the book value of inventory and PP&E returned from Speedcast Cyprus Ltd. is not sufficient to satisfy the claims in full, requiring cash to satisfy the claims in full.
- (c) Projected restricted cash balances at Debtor entities as of December 31, 2020 liquidation date. Excludes \$6 million of cash related to the Harris settlement, which is assumed to be returned to Harris. Excludes restricted cash held in segregated accounts for purpose of satisfying specific claims (AUS employee account, utility deposit account, and professional fee account). Restricted cash is primarily composed of cash subject to country capital controls, as well as cash held in check payment accounts.
- (d) Amount per A/R aging detail as of September 27, 2020. Amounts reflect gross trade receivables prior to provision for doubtful accounts of approximately \$19 million. Recovery rates on A/R balances incorporate country-specific risks, as well as age of receivable balances.
- (e) Amount reflects book values per Debtor entity balance sheets as of August 31, 2020. Negative asset values at legal entity level are treated as zero values. Other receivables primarily consists of: (i) accrued income related to percentage-of-completion accounting for one of the Company's major contracts; (ii) prepaid expenses, generally consisting of satellite & terrestrial prepayments, WHT taxes, and other general prepayments; (iii) a tax deposit with local tax authorities in Brazil, return of which is contingent on a settlement with tax authorities; and (iv) other general receivables.
- (f) Amounts reflect book values per Debtor entity balance sheets as of August 31, 2020. Negative asset values at legal entity level are treated as zero values.
- (g) Amounts reflect book values of right of use assets per Debtor entity balance sheets as of August 31, 2020. Assumes any equipment or other assets subject to operating leases will be returned to the lease claimants.
- (h) Assumes sale of proxy business with sale proceeds flowing to immediate parent entity, SpeedCast Americas, Inc. High-value estimate for sale proceeds assumes a 5.1x multiple on forecasted EBITDA of \$20.1 million.
- (i) Assumes assets at non-Debtor excluded subsidiaries are liquidated and used to pay outstanding unsecured claims at those entities. Any remaining proceeds after payment of unsecured claims flow to the immediate Debtor parent entity of each non-Debtor subsidiary.
- (j) Amount reflects payments to creditors within 90 days before the petition date, excluding payments to creditors with contracts that are proposed to be assumed. Detailed analysis of the payments has not been completed to determine if such payments can be considered preferential. For purposes of the liquidation analysis, a range of 0% to 10% recovery has been assumed.
- (k) Assumes Chapter 7 Trustee Fees equal to 3% of Liquidation Proceeds.
- (l) Assumes \$1 million per month during 6-month wind down period for Chapter 7 Trustee's professional fees.
- (m) Assumes one month of rent and insurance expenses are incurred following the liquidation date.
- (n) Estimate equal to 2% of Liquidation Proceeds for other miscellaneous wind-down expenses.
- (o) Analysis assumes distribution of proceeds to claimants according to priorities set out in US law. Certain claims may have differing priorities in certain foreign jurisdictions.
- (p) Projected balance of the refinanced DIP facility as of December 31, 2020 liquidation date is based on the Speedcast Weekly Cash Flow Forecast that was used for the DIP refinancing motion filed on September 12, 2020, and DIP refinancing interim order filed on September 18, 2020.
- (q) Estimated balance as of December 31, 2020 liquidation date based on A/P aging report dated September 25, 2020. Claim amount reduced by cash held in utility deposit account, which is assumed to satisfy utility claims.
- (r) Projected outstanding accrued balance as of December 31, 2020 liquidation date.
- (s) Estimated balance as of December 31, 2020 liquidation date based on Debtor entity balance sheets as of August 31, 2020. All payroll and benefit claims at Australian entities are assumed to be satisfied in full by cash held in the Australia employee obligations account.
- (t) Estimated balance as of December 31, 2020 liquidation date based on Debtor entity balance sheets as of August 31, 2020. Excludes entities with negative tax liability balances in balance sheets.
- (u) Projected balance as of December 31, 2020 liquidation date, including estimated swap termination claims of \$23.8 million for Credit Agricole and \$11.1 million for ING. Balance has not been adjusted for any draws on LCs occurring post-petition, which would be expected to reduce outstanding prepetition unsecured claims and increase the claim related to the prepetition credit facility. As of the petition date, the Debtors had approximately \$10.6 million of outstanding LCs on the prepetition credit facility.

Speedcast International Limited, et al.

Estimated Liquidation Recovery by Entity

(\$ in 000s)

Entity	Superpriority Administrative Claims			Other Administrative Claims			Prepetition Credit Facility		
	Amount	Recovery Percentage		Amount	Recovery Percentage		Amount	Recovery Percentage	
		High	Low		High	Low		High	Low
CapRock Communications (Australia) Pty Ltd	\$ 247,966	0%	0%	\$ 54	-	-	\$ 633,907	-	-
CapRock Communications Pte. Ltd.	247,966	0%	0%	169	-	-	633,907	-	-
CapRock Comunicações do Brasil Ltda.	247,966	1%	1%	2,116	-	-	633,907	-	-
CapRock Participações do Brasil Ltda.	247,966	0%	0%	129	-	-	633,907	-	-
CapRock UK Limited	247,966	3%	2%	3,910	-	-	633,907	-	-
CCI Services Corp.	247,966	1%	1%	324	-	-	633,907	-	-
Cosmos Holdings Acquisition Corp.	247,966	-	-	-	-	-	633,907	-	-
Evolution Communications Group Limited	247,966	0%	0%	915	-	-	-	-	-
Globecomm Europe B.V.	247,966	1%	1%	2,752	-	-	-	-	-
Globecomm Network Services Corporation	247,966	3%	2%	2,581	-	-	633,907	-	-
HCT Acquisition, LLC	247,966	-	-	-	-	-	633,907	-	-
Hermes Datacommunications International Limited	247,966	2%	2%	447	-	-	633,907	-	-
Maritime Communication Services, Inc.	247,966	5%	4%	862	-	-	633,907	-	-
NewCom International, Inc.	247,966	2%	1%	868	-	-	-	-	-
Oceanic Broadband Solutions Pty Ltd	247,966	2%	2%	964	-	-	633,907	-	-
Satellite Communications Australia Pty Ltd	247,966	0%	0%	-	-	-	633,907	-	-
Spacelink Systems II, LLC	247,966	0%	0%	-	-	-	633,907	-	-
Spacelink Systems, LLC	247,966	0%	-	-	-	-	633,907	-	-
SpeedCast Americas, Inc.	247,966	39%	31%	521	-	-	633,907	-	-
SpeedCast Australia Pty Limited	247,966	4%	3%	1,541	-	-	633,907	-	-
Speedcast Canada Limited	247,966	0%	0%	161	-	-	-	-	-
SpeedCast Communications, Inc.	247,966	6%	4%	21,843	-	-	633,907	-	-
Speedcast Cyprus Ltd.	247,966	3%	2%	2,348	-	-	-	-	-
SpeedCast France SAS	247,966	0%	0%	139	-	-	-	-	-
SpeedCast Group Holdings Pty Ltd	247,966	0%	0%	-	-	-	633,907	-	-
SpeedCast International Limited	247,966	1%	1%	6,281	-	-	633,907	-	-
SpeedCast Limited	247,966	1%	1%	13,017	-	-	633,907	-	-
SpeedCast Managed Services Pty Limited	247,966	0%	-	8,036	-	-	633,907	-	-
SpeedCast Netherlands B.V.	247,966	1%	1%	1,048	-	-	-	-	-
SpeedCast Norway AS	247,966	1%	1%	1,232	-	-	633,907	-	-
SpeedCast Singapore Pte. Ltd.	247,966	1%	1%	623	-	-	633,907	-	-
SpeedCast UK Holdings Limited	247,966	0%	0%	-	-	-	633,907	-	-
Telaurus Communications LLC	247,966	1%	1%	408	-	-	633,907	-	-

Note: Liquidation Analysis indicates there is insufficient value available to repay Superpriority Administrative Claims in full. As a result, there is no recovery projected for Other Administrative Claims, Prepetition Credit Facility, or unsecured claims.

Exhibit E

Financial Projections

Financial Projections

*The prospective financial information included in this Disclosure Statement has been prepared by the Debtors' management team ("**Management**"). No independent auditors have examined, compiled or performed any procedures with respect to the accompanying prospective financial information.*

The Debtors do not, as a matter of course, publish their business plans, budgets or strategies or disclose projections or forecasts of their anticipated financial positions, results of operations or cash flows. Accordingly, the Debtors do not anticipate that they will, and disclaim any obligation to, furnish updated business plans, budgets, strategies, projections or forecasts of their anticipated financial positions, results of operations or cash flows to creditors or equity interest holders prior to the Effective Date of the Plan or to include such information in documents required to be filed with the SEC or otherwise make such information publicly available.

The assumptions, projections and other financial information contained in this section contain "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995.

The Debtors believe that the Plan meets the feasibility requirements set forth in section 1129(a)(11) of the Bankruptcy Code, as confirmation is not likely to be followed by liquidation or the need for further financial reorganization of the Debtors or any successor under the Plan. In connection with the planning and development of a plan of reorganization and for the purposes of determining whether such plan would satisfy this feasibility standard, the Debtors analyzed their ability to satisfy their financial obligations while maintaining sufficient liquidity and capital resources.

Management, with the assistance of their advisors, has prepared financial projections (the "**Financial Projections**") for the fiscal years 2020 through 2023 (the "**Projection Period**"). The Financial Projections were prepared by Management, with the assistance of their advisors, and are based on a number of assumptions made by Management and their advisors with respect to the potential future performance of the Reorganized Debtors' operations assuming the consummation of the Plan. The Financial Projections are presented on a consolidated basis, including estimates of operating results for Debtor entities and non-Debtor entities combined.

The Financial Projections will also assist each holder of a claim or interest in determining whether to vote to accept or reject the Plan. In general, as illustrated by the Financial Projections, the reduction of debt on the Debtors' balance sheet will substantially reduce future interest expense and improve future cash flows. Based on the Financial Projections, the Debtors should have sufficient cash flow to pay and service their post-restructuring debt obligations and to operate their business. The Debtors believe that the Confirmation Date and Effective Date of the Plan are not likely to be followed by the liquidation or further reorganization of the Reorganized Debtors. Accordingly, the Debtors believe that the Plan satisfies the feasibility requirements of section 1129(a)(11) of the Bankruptcy Code.

THESE FINANCIAL PROJECTIONS WERE NOT PREPARED WITH A VIEW TOWARD COMPLIANCE WITH PUBLISHED GUIDELINES OF THE SEC OR GUIDELINES

ESTABLISHED BY THE AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS FOR PREPARATION AND PRESENTATION OF PROSPECTIVE FINANCIAL INFORMATION. THE PROJECTED BALANCE SHEETS DO NOT REFLECT THE IMPACT OF FRESH START ACCOUNTING, WHICH COULD RESULT IN A MATERIAL CHANGE TO ANY OF THE PROJECTED VALUES.

ALTHOUGH MANAGEMENT HAS PREPARED THE FINANCIAL PROJECTIONS IN GOOD FAITH AND BELIEVES THE ASSUMPTIONS TO BE REASONABLE, IT IS IMPORTANT TO NOTE THAT THE DEBTORS AND THE REORGANIZED DEBTORS CAN PROVIDE NO ASSURANCE THAT SUCH ASSUMPTIONS WILL BE REALIZED. AS DESCRIBED IN SECTION VIII OF THE DISCLOSURE STATEMENT, A VARIETY OF RISK FACTORS COULD AFFECT THE REORGANIZED DEBTORS' FINANCIAL RESULTS AND MUST BE CONSIDERED. ACCORDINGLY, THE FINANCIAL PROJECTIONS SHOULD BE REVIEWED IN CONJUNCTION WITH A REVIEW OF THE RISK FACTORS SET FORTH IN SECTION X OF THE DISCLOSURE STATEMENT AND THE ASSUMPTIONS DESCRIBED HEREIN, INCLUDING ALL RELEVANT QUALIFICATIONS AND FOOTNOTES, AND ANY RESULTING CHANGES TO THE FINANCIAL PROJECTIONS COULD BE MATERIAL.

1. General Assumptions

Overview: SpeedCast International Limited, along with its Debtor and non-Debtor subsidiaries, provides services through five distinct business verticals: Cruise, Commercial Maritime, Energy, Enterprise and Emerging Markets (“EEM”), and Government. Speedcast intends on remaining the leading independent (non-satellite operator) service provider to remote communication users through continued focus on these five key verticals, which will provide economies of scale once true operational integration has taken place.

Presentation: The Financial Projections are presented on a consolidated basis, including estimates of operating results for Debtor and non-Debtor entities, combined.

Accounting Policies: The Financial Projections may not reflect all of the adjustments necessary to implement fresh-start accounting pursuant to Accounting Standards Certification 852-10, as issued by the Financial Accounting Standards Board.

Methodology: Key personnel from all of the Debtors' operating regions and various business verticals provided input in the development of the Financial Projections. In developing the Financial Projections, the Debtors reviewed current portfolio and contract backlog, known customer churn and general economic risk factors relating to Chapter 11 and COVID-19. The Financial Projections further assumed growth year-over-year assuming a recovery post COVID-19 (except for the Cruise and Energy verticals). Bandwidth cost of sales is assumed variable and is based on recovering margin structure while other service and equipment cost of sales projections are based on a target margin.

The Financial Projections incorporate multiple sources of information. While the Debtors remain confident in the long-term fundamentals of the satellite communications market, the Financial Projections reflect a downturn in the cruise, commercial maritime, and energy markets as the timing of industry recovery remains uncertain.

Plan Consummation: The Financial Projections assume that the Plan will be confirmed or consummated on or about September 30, 2020.

2. Assumptions with Respect to the Projected Income Statement

Revenues: Revenue in the Financial Projections is forecast on a vertical basis with the input of management and the respective vertical leads. Significant assumptions were made with respect to timing and overall recovery levels as a result of COVID-19 and the Chapter 11 filing.

Cost of Sales: Cost of Sales are broken into four components: Bandwidth, Service and Equipment, Voice, and Other COS. Cost of Sales is projected assuming a recovering margin structure, and is based upon historical operating costs, adjusted for cost reduction efforts.

Operating Expenses: Operating Expenses are primarily comprised of labor costs and other expenses associated with the Debtors' corporate overhead. The amount of Operating Expenses is based on historical costs, adjusted for cost reduction efforts.

Restructuring Costs: Restructuring Costs consist of actual and estimated fees for professional advisors, financing fees and other costs directly attributable to the Chapter 11 cases, assuming emergence from Chapter 11 on September 30, 2020. Expenses and other costs associated with the restructuring are forecasted to be approximately \$101 million.

Tax Expense: Tax Expense is projected based on a jurisdictional basis, utilizing the Company's 2020 corporate income tax schedule. No assumptions were made with respect to tax impacts from recapitalization. 2021+ assumptions are based on the Government business unit only and do not include estimates for the remainder of the business. In addition, no assumptions were made in relation to determining available NOLs, capital structure and deductibility of intangibles.

Transformation Plan: The Company's transformation plan is critical to ongoing viability and success of Speedcast, and is designed to integrate operations, restore organizational health and drive business efficiencies. Transformation relies on capital and many initiatives being implemented on time. The transformation plan does not include any assumption of consultant costs to implement.

Chapter 11: The Financial Projections have been prepared on an unlevered basis, and assume that the Debtors are not burdened with the existing debt post Chapter 11. It is assumed that a Chapter 11 exit occurs by end of Q3 2020, and that the process runs smoothly and quickly to ensure the Company can retain key personnel.

3. Assumptions with Respect to the Projected Balance Sheet and Projected Statement of Cash

Pro Forma Adjustments Related to Emergence: The balance sheet has been presented on a debt free basis. The balance sheet does not contemplate any fresh start accounting for restructuring (including treatment of pre-petition liabilities). The balance sheet does not include any adjustments to December 2019 Intangible values since no impairment review has been completed.

Working Capital: Working Capital assumptions are based on the historical days sales outstanding and historical days payable, as well as on the historical levels of prepaid and other current assets and current liabilities. Additionally, the impact of COVID-19 is incorporated into the assumptions in the early years before gradually normalizing.

Capital Expenditures: Projections for capital expenditures were prepared with consideration of the Debtors' revenue forecast and expected maintenance requirements. Capital expenditures related to the transformation plan were developed separately and are included in the financial projections.

Capital Structure: No assumptions were made with respect to capital structure upon emergence from Chapter 11.

CONSOLIDATED INCOME STATEMENT (\$ in Millions)	Year Ending December 31			
	FY 2020	FY 2021	FY 2022	FY 2023
Total Revenue	\$ 549	\$ 504	\$ 536	\$ 566
Cost of Sales	(326)	(292)	(312)	(327)
Gross Profit	222	212	224	240
Gross Margin %	40.5%	42.0%	41.8%	42.3%
Operating Expenses	(180)	(165)	(165)	(165)
EBITDA	42	47	59	75
EBITDA %	7.7%	9.2%	11.0%	13.2%
Net Transformation Benefits	1	16	23	30
Restructuring Costs	(81)	(20)	-	-
Depreciation	(51)	(51)	(50)	(47)
Amortization	(35)	(32)	(30)	(27)
Operating Income	(124)	(40)	3	30
Net Finance Cost	(39)	(2)	(2)	(2)
Gain (Loss) on Foreign Currency, Net	(21)	-	-	-
Tax Expense	(9)	(5)	(5)	(5)
Net Income / (Loss)	\$ (194)	\$ (47)	\$ (4)	\$ 24

CONSOLIDATED BALANCE SHEET (\$ in Millions)	Year Ending December 31			
	FY 2020	FY 2021	FY 2022	FY 2023
Assets				
Cash and cash equivalents	\$ 72	\$ 70	\$ 96	\$ 152
Receivables	177	174	177	178
Inventories	22	20	18	17
Property plant and equipment	157	146	138	123
Other	295	272	252	235
Total Assets	\$ 724	\$ 683	\$ 681	\$ 706
Liabilities				
Accounts payable	\$ 261	\$ 274	\$ 276	\$ 277
Borrowings	6	0	-	-
Other	61	61	61	60
Total Liabilities	\$ 328	\$ 335	\$ 337	\$ 337
Net Assets	\$ 396	\$ 349	\$ 344	\$ 368

CONSOLIDATED STATEMENT OF CASH FLOWS (\$ in Millions)	Year Ending December 31			
	FY 2020 (May – Dec.)	FY 2021	FY 2022	FY 2023
Net Income (Incl. Transformation Benefits)	\$ (136)	\$ (44)	\$ (2)	\$ 24
(-) Costs to Implement Transformation	(3)	(3)	(2)	(1)
(+) Professional Fee Restructuring Costs	39	-	-	-
(+) Depreciation & Amortization	60	83	79	74
(+/-) Changes in Working Capital	67	18	2	0
Net Operating Cash Flow	28	54	77	97
Total Capex (Incl. Transformation Capex)	(33)	(42)	(44)	(34)
Net Operating Cash Flow Less Capex	(5)	12	33	63
Professional Fee Restructuring Costs	(39)	-	-	-
Debt Issuances / (Repayments)	48	(6)	(0)	-
Other Financing Cash Flows	(6)	(7)	(7)	(7)
Net Financing Cash Flows	3	(14)	(7)	(7)
Beginning Cash	74	72	70	96
Change in Cash	(2)	(2)	26	56
Ending Cash	72	70	96	152

Exhibit F

Valuation Analysis

REORGANIZED DEBTORS VALUATION ANALYSIS¹

THE VALUATION INFORMATION CONTAINED HEREIN IS NOT A PREDICTION OR GUARANTEE OF THE ACTUAL MARKET VALUE THAT MAY BE REALIZED THROUGH THE ISSUANCE OF ANY SECURITIES PURSUANT TO THE PLAN. THIS VALUATION IS PRESENTED SOLELY FOR THE PURPOSE OF PROVIDING ADEQUATE INFORMATION AS REQUIRED BY SECTION 1125 OF THE BANKRUPTCY CODE TO ENABLE THE HOLDERS OF CLAIMS OR INTERESTS ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN TO MAKE AN INFORMED JUDGMENT ABOUT THE PLAN AND SHOULD NOT BE USED OR RELIED UPON FOR ANY OTHER PURPOSE, INCLUDING THE PURCHASE OR SALE OF CLAIMS AGAINST OR INTERESTS IN THE DEBTORS.

At the Debtors' request, Moelis & Company LLC ("**Moelis**") performed a valuation analysis of the Reorganized Debtors.

Based upon and subject to the review and analysis described herein, and subject to the assumptions, limitations and qualifications described herein, Moelis' view, as of September 12, 2020, was that the estimated going concern enterprise value of the Reorganized Debtors, as of an assumed Effective Date for purposes of Moelis' valuation analysis of January 31, 2021 (the "**Assumed Effective Date**"), would be in a range between \$335 million and \$460 million. The midpoint of our enterprise valuation range is \$397.5 million.

Moelis' views are necessarily based on economic, monetary, market, and other conditions as in effect on, and the information made available to Moelis as of, the date of its analysis (September 12, 2020). As you are aware, the credit, financial and stock markets have been experiencing unusual volatility, and Moelis expresses no opinion or view as to any potential effects of such volatility on the Reorganized Debtors or their value. It should be understood that, although subsequent developments may affect Moelis' views, Moelis does not have any obligation to update, revise, or reaffirm its analysis or its estimate.

Moelis' analysis is based, at the Debtors' direction, on a number of assumptions, including, among other assumptions, that (i) the Debtors will be reorganized in accordance with the Plan, which will be effective on the Assumed Effective Date, (ii) the Reorganized Debtors will achieve the results set forth in the Debtors' management's financial projections attached as Exhibit E to this Disclosure Statement (the "**Financial Projections**") for 2021 through 2023 (the "**Projection Period**") provided to Moelis by the Debtors, (iii) the Reorganized Debtors' capitalization and available cash will be as set forth in the Plan and this Disclosure Statement, and (iv) the Reorganized Debtors will be able to obtain all future financings, on the terms and at the times, necessary to achieve the results set forth in the Financial Projections. Moelis makes no representation as to the achievability or reasonableness of such assumptions. In addition, Moelis assumed that there will be no material change in economic, monetary, market, and other conditions as in effect on, and the information made available to Moelis, as of the Assumed Effective Date.

¹

Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Amended Joint Chapter 11 Plan of Reorganization of SpeedCast International Limited and its Debtor Affiliates (as altered, amended, modified, or supplemented from time to time, the "**Plan**").

Moelis assumed, at the Debtors' direction, that the Financial Projections prepared by the Debtors' management were reasonably prepared on a basis reflecting the best currently available estimates and judgments of the Debtors' management as to the future financial and operating performance of the Reorganized Debtors. The future results of the Reorganized Debtors are dependent upon various factors, many of which are beyond the control or knowledge of the Debtors, and consequently are inherently difficult to project. The Reorganized Debtors' actual future results may differ materially (positively or negatively) from the Financial Projections and, as a result, the actual enterprise value of the Reorganized Debtors may be materially higher or lower than the estimated range herein. Among other things, failure to consummate the Plan in a timely manner may have a materially negative impact on the enterprise value of the Reorganized Debtors.

The estimated enterprise value set forth above represents a hypothetical enterprise value of the Reorganized Debtors as the continuing operators of the business and assets of the Debtors, after giving effect to the Plan, based on consideration of certain valuation methodologies as described below. The estimated enterprise value in this section does not purport to constitute an appraisal or necessarily reflect the actual market value that might be realized through a sale or liquidation of the Reorganized Debtors, their securities or their assets, which may be materially higher or lower than the estimated enterprise value range herein. The actual value of an operating business such as the Reorganized Debtors' business is subject to uncertainties and contingencies that are difficult to predict and will fluctuate with changes in various factors affecting the financial condition and prospects of such a business.

In conducting its analysis, Moelis, among other things: (i) reviewed certain publicly available business and financial information relating to the Reorganized Debtors that Moelis deemed relevant; (ii) reviewed Financial Projections, furnished to Moelis by the Debtors; (iii) conducted discussions with members of senior management and representatives of the Debtors concerning the matters described in clauses (i) and (ii) of this paragraph, as well as their views concerning the Debtors' business prospects before giving effect to the Plan, and the Reorganized Debtors' business and prospects after giving effect to the Plan; (iv) reviewed publicly available financial and stock market data for certain other companies in lines of business that Moelis deemed relevant; (v) reviewed publicly available financial data for certain transactions that Moelis deemed relevant; and (vi) conducted such other financial studies and analyses and took into account such other information as Moelis deemed appropriate. In connection with its review, Moelis did not assume any responsibility for independent verification of (and did not independently verify) any of the information supplied to, discussed with, or reviewed by Moelis and, with the consent of the Debtors, relied on such information being complete and accurate in all material respects. In addition, at the direction of the Debtors, Moelis did not make any independent evaluation or appraisal of any of the assets or liabilities (contingent, derivative, off-balance-sheet, tax-related or otherwise) of the Reorganized Debtors, nor was Moelis furnished with any such evaluation or appraisal. Moelis also assumed, with the Debtors' consent, that the final form of the Plan does not differ in any respect material to its analysis from the final draft that Moelis reviewed.

The estimated enterprise value in this section does not constitute a recommendation to any Holder of a Claim or Interest as to how such Holder of a Claim or Interest should vote or otherwise act with respect to the Plan. Moelis has not been asked to and does not express any view as to what the trading value of the Reorganized Debtors' securities would be when issued pursuant to the Plan or the prices at which they may trade in the future. The estimated enterprise value set forth herein

does not constitute an opinion as to fairness from a financial point of view to any Holder of a Claim or Interest of the consideration to be received by such Holder of a Claim or Interest under the Plan or of the terms and provisions of the Plan.

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Exhibit G

Release Provisions

10.5 *Plan Injunction.*

(a) Except as otherwise provided in the Plan or in the Confirmation Order, from and after the Effective Date, pursuant to section 524(a) of the Bankruptcy Code, all Persons or Entities who have held, hold, or may hold Claims or Interests (whether proof of such Claims or Interests has been filed or not and whether or not such Persons or Entities vote in favor of, against or abstain from voting on the Plan or are presumed to have accepted or deemed to have rejected the Plan), and other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, and affiliates, that have been released, discharged, or are subject to exculpation, are, with respect to any such Claim or Interest, permanently enjoined after the entry of the Confirmation Order from: (i) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including any proceeding in a judicial, arbitral, administrative, or other forum) against or affecting, directly or indirectly, a Debtor, a Reorganized Debtor, a Released Party, or an Estate or the property of any of the foregoing, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons mentioned in this subsection (i) or any property of any such transferee or successor; (ii) enforcing, levying, attaching (including any prejudgment attachment), collecting, or otherwise recovering in any manner or by any means, whether directly or indirectly, any judgment, award, decree, or order against a Debtor, a Reorganized Debtor, a Released Party, or an Estate or its property, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons mentioned in this subsection (ii) or any property of any such transferee or successor; (iii) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against a Debtor, a Reorganized Debtor, a Released Party, or an Estate or any of its property, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons mentioned in this subsection (iii) or any property of any such transferee or successor; (iv) asserting any right of setoff, directly or indirectly, against any obligation due from asserting any right of setoff, directly or indirectly, against any obligation due from a Debtor, a Reorganized Debtor, a Released Party or an Estate or any of its property, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons mentioned in this subsection (iv) or any property of any such transferee or successor; (v) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan to the full extent permitted by applicable law; and (vi) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of the Plan; provided, that nothing contained in the Plan shall preclude such Persons or Entities who have held, hold, or may hold Claims against, or Interests in, a Debtor, a Reorganized Debtor, a Released Party, or an Estate from exercising their rights and remedies, or obtaining benefits, pursuant to and consistent with the terms of the Plan.

(b) By accepting distributions pursuant to the Plan, each holder of an Allowed Claim or Allowed Interest shall be deemed to have affirmatively and specifically consented to be bound by the Plan, including the injunctions set forth in this Section 10.5 of the Plan.

(c) For the avoidance of doubt, the injunctions set forth in this Section 10.5 of the Plan prohibit the enforcement of the Syndicated Facility Agreement against any SFA Loan Party.

10.6 *Releases.*

(a) **RELEASES BY THE DEBTORS.** AS OF THE EFFECTIVE DATE, EXCEPT FOR THE RIGHTS AND REMEDIES THAT REMAIN IN EFFECT FROM AND AFTER THE EFFECTIVE DATE TO ENFORCE THE PLAN AND THE OBLIGATIONS CONTEMPLATED BY THE PLAN DOCUMENTS AND THE DOCUMENTS IN THE PLAN SUPPLEMENT, ON AND AFTER THE EFFECTIVE DATE, THE RELEASED PARTIES WILL BE DEEMED CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED, BY THE DEBTORS, THE REORGANIZED DEBTORS, AND THE ESTATES, IN EACH CASE ON BEHALF OF THEMSELVES AND THEIR RESPECTIVE SUCCESSORS, ASSIGNS, AND REPRESENTATIVES AND ANY AND ALL OTHER PERSONS THAT MAY PURPORT TO ASSERT ANY CAUSE OF ACTION DERIVATIVELY, BY OR THROUGH THE FOREGOING PERSONS, INCLUDING THE LITIGATION TRUST (IF ESTABLISHED), FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, SUITS, JUDGMENTS, DAMAGES, DEMANDS, DEBTS, RIGHTS, AND CAUSES OF ACTION, LOSSES, REMEDIES, OR LIABILITIES WHATSOEVER (INCLUDING ANY DERIVATIVE CLAIMS, ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, THE REORGANIZED DEBTORS, OR THE ESTATES), WHETHER LIQUIDATED OR UNLIQUIDATED, FIXED OR CONTINGENT, MATURED OR UNMATURED, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, ACCRUED OR UNACCRUED, EXISTING OR HEREINAFTER ARISING, WHETHER IN LAW OR EQUITY, WHETHER SOUNDING IN TORT OR CONTRACT, WHETHER ARISING UNDER FEDERAL OR STATE STATUTORY OR COMMON LAW, OR ANY OTHER APPLICABLE INTERNATIONAL, FOREIGN, OR DOMESTIC LAW, RULE, STATUTE, REGULATION, TREATY, RIGHT, DUTY, REQUIREMENTS OR OTHERWISE THAT THE DEBTORS, THE REORGANIZED DEBTORS, THE ESTATES, OR THEIR AFFILIATES WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST OR OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THE CHAPTER 11 CASES, THE RESTRUCTURING, THE DIP DOCUMENTS, THE SYNDICATED FACILITY AGREEMENT, ANY SFA LOAN DOCUMENT, AND ANY RELATED INSTRUMENT, AGREEMENT, OR DOCUMENT, THE PLAN SPONSOR AGREEMENT, THE EQUITY COMMITMENT AGREEMENT, THE DIRECT INVESTMENT, THE FORBEARANCE AGREEMENT, THE AMENDED ORGANIZATIONAL DOCUMENTS, THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS OR THE REORGANIZED DEBTORS, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN ANY DEBTOR AND ANY RELEASED PARTY, THE RESTRUCTURING OF CLAIMS AND INTERESTS BEFORE OR

DURING THE CHAPTER 11 CASES, THE PLAN, THE DISCLOSURE STATEMENT, THE PLAN DOCUMENTS AND THE DOCUMENTS IN THE PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS, OR OTHER DOCUMENTS RELATING THERETO, AND THE NEGOTIATION, FORMULATION, PREPARATION OR CONSUMMATION OF ANY DOCUMENTS OR TRANSACTIONS IN CONNECTION WITH ANY OF THE FOREGOING, THE SOLICITATION OF VOTES WITH RESPECT TO THE PLAN, IN ALL CASES BASED UPON ANY ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASES SET FORTH ABOVE DO NOT RELEASE ANY OBLIGATIONS ARISING AFTER EFFECTIVE DATE OF ANY PARTY OR ENTITY UNDER THE PLAN, ANY RESTRUCTURING TRANSACTION, OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THOSE SET FORTH IN THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THE PLAN, INCLUDING THE ASSUMPTION OF THE INDEMNIFICATION PROVISIONS AS SET FORTH IN THE PLAN. FURTHERMORE, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, NOTHING IN THIS PROVISION SHALL, NOR SHALL IT BE DEEMED TO, RELEASE ANY RELEASED PARTY FROM ANY CLAIMS OR CAUSES OF ACTION THAT ARE FOUND, PURSUANT TO A FINAL ORDER, TO BE THE RESULT OF SUCH RELEASED PARTY'S GROSS NEGLIGENCE, ACTUAL FRAUD, OR WILLFUL MISCONDUCT.

ENTRY OF THE CONFIRMATION ORDER BY THE BANKRUPTCY COURT SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE RELEASES IN THIS SECTION 10.6(a) OF THE PLAN (the "DEBTOR RELEASES"), WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS UNDER THE PLAN, AND FURTHER, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE DEBTOR RELEASES ARE: (I) IN EXCHANGE FOR THE GOOD, VALUABLE AND ADEQUATE CONSIDERATION PROVIDED BY THE RELEASED PARTIES, (II) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE RELEASED CLAIMS RELEASED BY THE DEBTORS, THE REORGANIZED DEBTORS AND THE ESTATES, (III) IN THE BEST INTERESTS OF THE DEBTORS, THE ESTATES AND ALL HOLDERS OF CLAIMS AND INTERESTS, (IV) FAIR, EQUITABLE AND REASONABLE, (V) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING, AND (VI) A BAR TO ANY OF THE DEBTORS, THE REORGANIZED DEBTORS, OR THE ESTATES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE DEBTOR RELEASE.

(b) NON-DEBTOR SFA LOAN PARTY RELEASE.

SOLELY TO THE EXTENT SET FORTH IN THE CONFIRMATION ORDER, ENTRY OF THE CONFIRMATION ORDER BY THE BANKRUPTCY COURT SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE RELEASES IN THIS SECTION 10.6(B) OF THE PLAN (THE "NON-DEBTOR SFA LOAN PARTY RELEASE"), WHICH INCLUDES, BY REFERENCE, EACH OF THE RELATED PROVISIONS AND DEFINITIONS UNDER

THE PLAN, AND, FURTHERMORE, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE NON-DEBTOR SFA LOAN PARTY RELEASE IS (I) ESSENTIAL TO THE CONFIRMATION OF THE PLAN, (II) GIVEN IN EXCHANGE FOR THE GOOD, VALUABLE AND ADEQUATE CONSIDERATION PROVIDED BY THE NON-DEBTOR SFA LOAN PARTIES, INCLUDING ON ACCOUNT OF THEIR CONTRIBUTION TO THE DISTRIBUTIONS PROVIDED PURSUANT TO THIS PLAN, (III) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE NON-DEBTOR SFA LOAN PARTY RELEASE, (IV) IN THE BEST INTERESTS OF THE DEBTORS AND THEIR ESTATES, (V) FAIR, EQUITABLE AND REASONABLE, (VI) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING, AND/OR (VII) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE NON-DEBTOR SFA LOAN PARTY RELEASE.

NOTWITHSTANDING ANYTHING IN THIS PLAN, SOLICITATION PROCEDURES OR ANY BALLOT TO THE CONTRARY, SOLELY TO THE EXTENT SET FORTH IN THE CONFIRMATION ORDER, EACH NON-DEBTOR SFA LOAN PARTY WILL, ON ACCOUNT OF THEIR CONTRIBUTIONS UNDER THIS PLAN, BE DEEMED CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION WHATSOEVER, WHETHER LIQUIDATED OR UNLIQUIDATED, FIXED OR CONTINGENT, MATURED OR UNMATURED, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT, OR OTHERWISE BY STATUTE, VIOLATIONS OF FEDERAL OR STATE SECURITIES LAWS OR OTHERWISE, ARISING UNDER THE SYNDICATED FACILITY AGREEMENT, ANY SFA LOAN DOCUMENT AND ANY RELATED INSTRUMENT, AGREEMENT AND DOCUMENT.

(c) **RELEASE OF LIENS.** Except as otherwise specifically provided in the Plan, the Plan Documents, the DIP Documents, or in any contract, instrument, release, or other agreement or document contemplated under or executed in connection with the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim, satisfaction in full of the secured portion of such Claim, including the Syndicated Facility Secured Claim, that is Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates and the SFA Loan Parties (to the extent set forth in the Confirmation Order) shall be fully released and discharged, and all of the right, title, and interest of any holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Reorganized Debtors or the non-Debtor SFA Loan Parties, as applicable (or other owner of such property as the case may be), and their successors and assigns, in each case, without any further approval or order of the Bankruptcy Court and without any action or filing being required to be made by the Debtors or non-Debtor SFA Loan Parties, as applicable.

10.7 Releases by Holders of Claims and Interests

AS OF THE EFFECTIVE DATE, EXCEPT FOR THE RIGHTS AND REMEDIES THAT REMAIN IN EFFECT FROM AND AFTER THE EFFECTIVE DATE TO ENFORCE THE PLAN AND THE OBLIGATIONS CONTEMPLATED BY THE PLAN DOCUMENTS, AND THE DOCUMENTS IN THE PLAN SUPPLEMENT, ON AND AFTER THE EFFECTIVE DATE, THE RELEASED PARTIES WILL BE DEEMED CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED BY THE RELEASING PARTIES, FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION WHATSOEVER (INCLUDING ANY DERIVATIVE CLAIMS, ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, THE REORGANIZED DEBTORS, OR THEIR ESTATES), WHETHER LIQUIDATED OR UNLIQUIDATED, FIXED OR CONTINGENT, MATURED OR UNMATURED, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT, OR OTHERWISE BY STATUTE, VIOLATIONS OF FEDERAL OR STATE SECURITIES LAWS OR OTHERWISE, THAT SUCH HOLDERS OR THEIR ESTATES, AFFILIATES, HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, ASSIGNS, MANAGERS, ACCOUNTANTS, ATTORNEYS, REPRESENTATIVES, CONSULTANTS, AGENTS, AND ANY OTHER PERSONS CLAIMING UNDER OR THROUGH THEM WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST OR OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THE REORGANIZED DEBTORS, OR THEIR ESTATES, THE CHAPTER 11 CASES, THE RESTRUCTURING, THE DIP DOCUMENTS, THE SYNDICATED FACILITY AGREEMENT, ANY SFA LOAN DOCUMENT, AND ANY RELATED INSTRUMENT, AGREEMENT, OR DOCUMENT, THE EQUITY COMMITMENT AGREEMENT, THE DIRECT INVESTMENT, THE FORBEARANCE AGREEMENT, THE AMENDED ORGANIZATIONAL DOCUMENTS, THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS OR THE REORGANIZED DEBTORS, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS OR INTERACTIONS BETWEEN ANY DEBTOR AND ANY RELEASED PARTY, THE RESTRUCTURING, THE RESTRUCTURING OF ANY CLAIMS OR INTERESTS BEFORE OR DURING THE CHAPTER 11 CASES, THE PLAN, THE DISCLOSURE STATEMENT, THE PLAN SPONSOR AGREEMENT, THE PLAN DOCUMENTS AND THE DOCUMENTS IN THE PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS, OR OTHER DOCUMENTS RELATING THERETO, AND THE NEGOTIATION, FORMULATION, PREPARATION OR CONSUMMATION OF ANY DOCUMENTS OR TRANSACTIONS IN CONNECTION WITH ANY OF THE FOREGOING, OR THE SOLICITATION OF VOTES WITH RESPECT TO THE PLAN, IN ALL CASES BASED UPON ANY ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCES TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASES SET FORTH ABOVE DO NOT

RELEASE ANY OBLIGATIONS ARISING AFTER EFFECTIVE DATE OF ANY PARTY OR ENTITY UNDER THE PLAN, ANY RESTRUCTURING TRANSACTION, OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THOSE SET FORTH IN THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THE PLAN, INCLUDING THE ASSUMPTION OF THE INDEMNIFICATION PROVISIONS AS SET FORTH IN THE PLAN.

ENTRY OF THE CONFIRMATION ORDER BY THE BANKRUPTCY COURT SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE RELEASES IN SECTION 10.7 OF THE PLAN (THE "THIRD-PARTY RELEASE"), WHICH INCLUDES, BY REFERENCE, EACH OF THE RELATED PROVISIONS AND DEFINITIONS UNDER THE PLAN, AND, FURTHERMORE, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE THIRD-PARTY RELEASE IS (I) CONSENSUAL, (II) ESSENTIAL TO THE CONFIRMATION OF THE PLAN, (III) GIVEN IN EXCHANGE FOR THE GOOD, VALUABLE AND ADEQUATE CONSIDERATION PROVIDED BY THE RELEASED PARTIES, (IV) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE THIRD-PARTY RELEASE, (V) IN THE BEST INTERESTS OF THE DEBTORS AND THEIR ESTATES, (VI) FAIR, EQUITABLE AND REASONABLE, (VII) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING, AND (VIII) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE THIRD-PARTY RELEASE.

10.8 *Exculpation.*

EFFECTIVE AS OF THE EFFECTIVE DATE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND WITHOUT AFFECTING OR LIMITING EITHER THE ESTATE RELEASE SET FORTH IN SECTION 10.6 HEREIN OR THE CONSENSUAL RELEASES BY HOLDERS OF CLAIMS SET FORTH IN SECTION 10.7 HEREIN, AND NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, NO EXCULPATED PARTY WILL HAVE OR INCUR, AND EACH EXCULPATED PARTY WILL BE RELEASED AND EXCULPATED FROM, ANY CLAIM, OBLIGATION, SUIT, JUDGMENT, DAMAGE, DEMAND, DEBT, RIGHT, CAUSE OF ACTION, LOSS, REMEDY, AND LIABILITY FOR ANY CLAIM IN CONNECTION WITH OR ARISING OUT OF THE ADMINISTRATION OF THE CHAPTER 11 CASES; THE NEGOTIATION, PURSUIT, FORMULATION, PREPARATION OR CONSUMMATION OF THE DIP FACILITY, THE SYNDICATED FACILITY AGREEMENT, THE EQUITY COMMITMENT AGREEMENT, THE PLAN SPONSOR AGREEMENT, THE FORBEARANCE AGREEMENT, THE DIRECT INVESTMENT, THE MANAGEMENT INCENTIVE PLAN, THE AMENDED ORGANIZATIONAL DOCUMENTS, THE DISCLOSURE STATEMENT, THE RESTRUCTURING, THE PLAN AND THE PLAN DOCUMENTS (INCLUDING THE DOCUMENTS IN THE PLAN SUPPLEMENT), OR THE SOLICITATION OF VOTES FOR, OR CONFIRMATION OF, THE PLAN; THE FUNDING OR CONSUMMATION OF THE PLAN; THE OCCURRENCE OF THE EFFECTIVE DATE; THE ADMINISTRATION OF THE PLAN OR THE PROPERTY TO BE DISTRIBUTED UNDER THE PLAN; THE ISSUANCE OF SECURITIES UNDER OR

IN CONNECTION WITH THE PLAN; THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS OR THE REORGANIZED DEBTORS; OR THE TRANSACTIONS IN FURTHERANCE OF ANY OF THE FOREGOING; OTHER THAN CLAIM, OBLIGATION, SUIT, JUDGMENT, DAMAGE, DEMAND, DEBT, RIGHT, CAUSE OF ACTION, LOSS, AND LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATED TO ANY ACT OR OMISSION OF AN EXCULPATED PARTY THAT CONSTITUTES INTENTIONAL FRAUD, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE AS DETERMINED BY A FINAL ORDER. THE EXCULPATED PARTIES HAVE ACTED IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE WITH REGARD TO THE SOLICITATION AND DISTRIBUTION OF SECURITIES PURSUANT TO THE PLAN AND, THEREFORE, ARE NOT, AND ON ACCOUNT OF SUCH DISTRIBUTIONS WILL NOT BE, LIABLE AT ANY TIME FOR THE VIOLATION OF ANY APPLICABLE LAW, RULE, OR REGULATION GOVERNING THE SOLICITATION OF ACCEPTANCES OR REJECTIONS OF THE PLAN OR SUCH DISTRIBUTIONS MADE PURSUANT TO THE PLAN, INCLUDING THE ISSUANCE OF SECURITIES THEREUNDER.

10.9 *Injunction Related to Releases and Exculpation.*

Except for the rights that remain in effect from and after the Effective Date to enforce this Plan and the Plan Documents, the Confirmation Order shall permanently enjoin the commencement or prosecution by any Entity, whether directly, derivatively, or otherwise, of any Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, losses, or liabilities released or exculpated pursuant to this Plan.

Exhibit H

Plan Sponsor Selection Procedures

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

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

PLAN SPONSOR SELECTION PROCEDURES

SpeedCast International Limited, a company registered in Victoria, Australia (“**Speedcast**”), and its subsidiary debtors and debtors-in-possession in the above-captioned chapter 11 cases (collectively, and together with Speedcast, the “**Debtors**”) have executed an *Amended and Restated Equity Commitment Agreement* with certain affiliates of Centerbridge Partners, L.P. (collectively, the “**Initial Plan Sponsor**,” and, Centerbridge Partners, L.P. and its affiliates, “**Centerbridge**”) (whose affiliates are also among the lenders under the Syndicated Facility Agreement (as defined below)), dated as of October 10, 2020 (together with all exhibits, schedules, and attachments thereto, and as may be amended, supplemented, or otherwise modified from time to time, the “**Initial Plan Sponsor Agreement**”), pursuant to which, among other things, the Initial Plan Sponsor has committed to make a new-money equity investment for 100% of the equity interests in a newly formed parent entity (the “**New Speedcast Equity Interests**”) of the Debtors and their non-Debtor affiliates pursuant to a chapter 11 plan on the terms set forth in the proposed *Amended Joint Chapter 11 Plan of SpeedCast International Limited and its Debtor Affiliates* (Docket No. 893) (as may be further amended, modified, or supplemented pursuant to the terms thereof, the “**Plan**”). The equity investment and plan sponsor transaction contemplated by the Initial Plan Sponsor Agreement is referred to herein as the “**Initial Plan Sponsor Transaction**.”

The Debtors have been authorized to perform under the process (the “**Plan Sponsor Selection Process**”) and procedures set forth herein (the “**Plan Sponsor Selection Procedures**”) by the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”) in connection with the chapter 11 cases for the Debtors pursuant to the *Order (i) Scheduling Combined Hearing on (a) Adequacy of Disclosure Statement and (b) Confirmation of Plan; (ii) Conditionally Approving Disclosure Statement; (iii) Approving Solicitation Procedures and Form and Manner of Notice of Combined Hearing and Objection Deadline; (iv) Fixing Deadline to Object to Disclosure Statement and Plan; (v) Approving Notice and Objection Procedures for the Assumption of Executory Contracts and Unexpired Leases;*

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

(vi) *Authorizing Performance Under The Plan Sponsor Selection Procedures*; and (viii) *Granting Related Relief* (Docket No. 896) (the “**Plan Procedures Order**”).

On October 10, 2020, the Debtors, filed with the Bankruptcy Court the *Emergency Motion of Debtors for Entry of an Order (i) Scheduling Combined Hearing on (a) Adequacy of Disclosure Statement and (b) Confirmation of Plan; (ii) Conditionally Approving Disclosure Statement; (iii) Approving Solicitation Procedures and Form and Manner of Notice of Combined Hearing and Objection Deadline; (iv) Fixing Deadline to Object to Disclosure Statement and Plan; (v) Approving Notice and Objection Procedures for the Assumption of Executory Contracts and Unexpired Leases; (vi) Approving Plan Sponsor Selection Procedures; and (viii) Granting Related Relief* (Docket No. 811) (the “**Motion**”),² seeking, among other things, approval of the Plan Sponsor Selection Procedures for soliciting proposals for the purchase of 100% of the New Speedcast Equity Interests pursuant to a chapter 11 plan (the “**Plan Sponsor Transaction**”).³

If the Debtors receive one or more Qualified Plan Sponsor Proposals (as defined below) other than the Initial Plan Sponsor Transaction, the Debtors will implement a procedure for the ultimate selection of the Plan Sponsor (as defined below) among such Qualified Plan Sponsor Proposals, in accordance with these Plan Sponsor Selection Procedures.

The Debtors reserve the right, subject to the exercise of their reasonable business judgment, and in consultation with the Consultation Parties (as defined herein), to modify or terminate these Plan Sponsor Selection Procedures, to waive terms and conditions set forth herein, to extend any of the deadlines or other dates set forth herein, and/or terminate discussions with any and all Prospective Plan Sponsors (as defined herein) at any time and without specifying the reasons therefor, in each case, to the extent not in any material respect inconsistent with the Plan Procedures Order.

I. Description of Plan Sponsor Selection Procedures

The Debtors are seeking to reorganize through the issuance of New Speedcast Equity Interests pursuant to the Plan.

Any party or, with the consent of the Debtors (following the Debtors’ consultation with the Consultation Parties, and not to be unreasonably withheld, conditioned, or delayed), group of parties, subject to the execution of a confidentiality agreement satisfactory to the Debtors, and satisfaction of the preconditions set forth below, may submit a proposal to become the plan sponsor and to acquire the New Speedcast Equity Interests (each such proposal, a “**Plan Sponsor Proposal**”). Any party (a “**Proposing Party**”) may only submit (i) one Plan Sponsor Proposal as an individual party, and separately (ii) one Plan Sponsor Proposal with another party or group of parties, in each case, that are not affiliates or subsidiaries of, or otherwise associated with, such Proposing Party.

² All capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Motion and the Plan Procedures Order.

³ The term “**Transaction**,” as used in these Plan Sponsor Selection Procedures, refers to a Plan Sponsor Transaction.

Any party interested in submitting a Plan Sponsor Proposal should contact the Debtors' investment banker, Moelis Australia Advisory Pty Ltd and Moelis & Company LLC (Attn: Paul Rathborne (paul.rathborne@moelisaustralia.com), and Adam Waldman (adam.waldman@moelis.com)) (collectively, "**Moelis**") as set forth below.

II. Important Dates and Deadlines

October 23, 2020, at 4:00 p.m. (prevailing Central Time)	Deadline to submit Non-Binding Indications of Interest
November 16, 2020, at 4:00 p.m. (prevailing Central Time)	Deadline for all Plan Sponsor Proposals to be Submitted
November 20, 2020, at 12:00 p.m. (prevailing Central Time)	Deadline for Debtors to notify Prospective Plan Sponsors of their status as Qualified Plan Sponsors
November 23, 2020, at 10:00 a.m. (prevailing Central Time)	Debtors shall conduct the Final Selection Process
November 25, 2020, at 4:00 p.m. (prevailing Central Time)	Deadline for Debtors to file with the Bankruptcy Court the Notice of Designation of Plan Sponsor
December 8, 2020, at 4:00 p.m. (prevailing Central Time)	Deadline for Objections
December 17, 2020, at 9:00 a.m. (prevailing Central Time)	Date of Confirmation Hearing to consider approval of the proposed Plan

III. Noticing

A. Consultation Parties

As noted herein, or as otherwise necessary or appropriate in the judgment of the Debtors, where these Plan Sponsor Selection Procedures require the Debtors and their advisors to consult with the official committee of unsecured creditors appointed in the Debtors' chapter 11 cases (the "**Consultation Parties**"), the Debtors and their advisors will consult with the Consultation Parties in good faith.

For the avoidance of doubt, the consultation rights afforded to the Consultation Parties by these Plan Sponsor Selection Procedures shall (x) not limit the Debtors' discretion in the exercise of the Debtors' reasonable business judgment and (y) be subject to the terms of the Plan Sponsor Selection Procedures and the Plan Procedures Order.

B. Submission Parties

Non-Binding Indications of Interest and Plan Sponsor Proposals, each as applicable, must be submitted by email to the Debtors' investment banker, Moelis: (Attn: Paul Rathborne (paul.rathborne@moelisaustralia.com), Adam Waldman (adam.waldman@moelis.com)) (the "**Submission Parties**") as set forth below.

No Non-Binding Indications of Interest or Plan Sponsor Proposals shall be submitted to or shared with any director, officer, or other insider of the Debtors that is a Prospective Plan Sponsor, a Qualified Plan Sponsor, or is participating or investing in a Plan Sponsor Proposal, except to the

extent such Plan Sponsor Proposal is shared with all Qualified Plan Sponsors or as otherwise provided herein.

C. Transaction Notice Parties

The “**Transaction Notice Parties**” shall include the following persons and entities:

- i. the Consultation Parties;
- ii. all persons and entities known by the Debtors to have expressed an interest to the Debtors in a transaction to acquire the Debtors’ business or assets during the past twelve (12) months;
- iii. the Office of the United States Trustee for the Southern District of Texas;
- iv. all of the persons and entities entitled to notice pursuant to Rule 2002 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”); and
- v. all other persons and entities as directed by the Bankruptcy Court.

D. Objection Recipients

Any Objections (as defined below) shall be filed with the Bankruptcy Court and served on the Debtors, the Consultation Parties and the Initial Plan Sponsor (collectively, the “**Objection Recipients**”) by no later than **December 8, 2020 at 4:00 p.m. (prevailing Central Time)**.

IV. Access to Debtors’ Diligence Materials

To receive access to due diligence materials and to participate in the Plan Sponsor Selection Process, an interested party (a “**Prospective Plan Sponsor**”) must first execute a confidentiality agreement, in form and substance satisfactory to the Debtors.

The SFA Lenders⁴ and DIP Lenders that agreed to receive information from the Debtors subject to the confidentiality provisions set forth in the Syndicated Facility Agreement or the DIP

⁴ “**SFA Lenders**” means the lenders party to the certain Syndicated Facility Agreement.

“**Syndicated Facility Agreement**” means the certain Syndicated Facility Agreement dated as of May 15, 2018 (as amended, restated, supplemented or otherwise modified from time to time, by and among Speedcast and certain of its subsidiaries, as borrowers, the lenders party thereto from time to time).

“**DIP Lenders**” means the lenders from time to time party to the DIP Credit Agreement, including by means of any joinder to the DIP Credit Agreement.

“**DIP Credit Agreement**” means that certain Senior Secured Superpriority Debtor-in-Possession Term Loan Credit Agreement, dated as of September 30, 2020 by and among SpeedCast International Limited, SpeedCast Communications, Inc., the lenders named therein, and Belward Holdings LLC, or its successor, in its capacity as administrative agent, collateral agent and security trustee (the “**DIP Agent**”), as the same may be amended, restated, supplemented, refinanced, replaced, or otherwise modified from time to time in accordance with the terms thereof and the Final DIP Order.

Credit Agreement without any requirement that such information be publicly disclosed or posted to lender datasites shall be permitted to continue to access due diligence on that basis, including for purposes of conducting due diligence in connection with submitting a Plan Sponsor Proposal, without the need to execute a further confidentiality agreement (a “**Diligence Lender**”); *provided*, that to the extent such Diligence Lender notifies the Debtors that it may participate in the Plan Sponsor Selection Process through the submission of a joint Plan Sponsor Proposal, the Debtors may require such Diligence Lender to execute an additional confidentiality agreement or information sharing procedures reasonably satisfactory to the Debtors (and any other person joining in the submission of such joint Plan Sponsor Proposal shall be required to execute a confidentiality agreement in form and substance satisfactory to the Debtors).

A. Phase 1 Diligence

A party (or parties) that delivers an executed confidentiality agreement satisfactory to the Debtors or that is a Diligence Lender shall be a “**Diligence Party**.”

Each Diligence Party that wishes to conduct due diligence will be granted access to confidential information, which will primarily be provided through a data room (the “**Data Room**”) containing confidential electronic data, including a confidential information memorandum and select historical financial data for Speedcast as well as a schedule of the Company’s estimated emergence costs (the “**Schedule of Emergence Costs**,” and such diligence, collectively, the “**Phase 1 Diligence**”).

The Debtors will require Diligence Parties who, in the Debtors’ reasonable judgment, are actual or potential competitors of the Debtors, to establish a “clean team” and execute a clean team agreement, in form and substance acceptable to the Debtors, prior to such Diligence Parties and/or their professionals being granted access to unredacted versions of any documents. In the event that the Debtors and any such Diligence Party are unable to resolve issues relating to confidentiality during Phase 1 Diligence, the Debtors and such Diligence Party shall consult with the Consultation Parties and, if such issues are not satisfactorily resolved, either the Debtors or the Diligence Party may seek relief from the Bankruptcy Court.

B. Phase 2 Diligence

At the discretion of the Debtors in consultation with the Consultation Parties, following a submission of a Non-Binding Indication of Interest as set forth below, a Diligence Party may (subject to Section IV.C) be granted access to additional information in the Data Room including, but not limited to: (i) detailed information on the Debtors’ proposed business transformation plans; (ii) redacted customer and supplier information; (iii) historical and forecast divisional financials; (iv) material contracts (redacted, as necessary); (v) a summary of relevant financing arrangements; (vi) the Initial Plan Sponsor Agreement; (vii) relevant legal, regulatory, management and operational information; and (viii) a management presentation (such diligence, collectively, the “**Phase 2 Diligence**”).

C. Phase 3 Diligence

Following selection as the Plan Sponsor, the Successful Plan Sponsor will be provided a 48-hour period in which to review sensitive, material, customer or supplier contract terms that

were redacted during Phase 1 Diligence and Phase 2 Diligence (such diligence, the “**Phase 3 Diligence**”) and confirm its Successful Plan Sponsor Proposal.

Notwithstanding the foregoing, other than with respect to a Diligence Lender, the SFA Agent⁵ or the DIP Agent, the Debtors, in their reasonable business judgment and in consultation with the Consultation Parties, reserve the right to withhold any diligence materials that the Debtors determine (in their reasonable business judgment and in consultation with the Consultation Parties) are sensitive or otherwise not appropriate for disclosure to a Diligence Party that the Debtors determine (in their reasonable business judgment and in consultation with the Consultation Parties) is a competitor of the Debtors or is affiliated with any competitor of the Debtors (except pursuant to “clean team” or other information sharing procedures reasonably satisfactory to the Debtors), or otherwise to comply with applicable law or confidentiality provisions in third party contracts; *provided*, that the Debtors may decline to provide such information to a Diligence Party who, at such time and in the Debtors’ reasonable business judgment, in consultation with the Consultation Parties, has not established, or who has raised doubt, that such Diligence Party intends in good faith to, or will have the capacity to, consummate a Plan Sponsor Transaction. Neither the Debtors nor their representatives shall be obligated to furnish information of any kind whatsoever to any person that is not determined to be a Diligence Party.

All due diligence requests shall be directed to the Debtors’ investment banker, Moelis (Attn: Drew Konopasek (Drew.Konopasek@moelis.com) and Alex Danieli (Alex.Danieli@moelisaustralia.com)).

V. Plan Sponsor Qualifications

A Prospective Plan Sponsor that desires to participate in the Plan Sponsor Selection Process must be determined by the Debtors, in consultation with the Consultation Parties, to satisfy the eligibility requirements in Section V.C., below.

A. Non-Binding Indications of Interest

Parties interested in participating in the Plan Sponsor Selection Process, other than the Initial Plan Sponsor, must submit an indication of interest to the Debtors by **October 23, 2020 at 4:00 p.m. (prevailing Central Time)** in writing expressing their proposed terms for a Qualified Plan Sponsor Proposal (as defined below) (a “**Non-Binding Indication of Interest**”). Non-Binding Indications of Interest should be sent to Moelis, as set forth in Section I hereof.

A Non-Binding Indication of Interest should include:

1. the identity of the Prospective Plan Sponsor(s);

⁵ “**SFA Agent**” means Black Diamond Commercial Finance, L.L.C., in its capacity as administrative agent, collateral agent and security trustee under the Syndicated Facility Agreement, and together with any of its successors in such capacity.

2. a preliminary indication of the amount and type of value for the purchase of the New Speedcast Equity Interests;
3. a description of the expected operational role of the current Speedcast management team and employees following the Transaction, including, but not limited to, level of integration if appropriate;
4. a statement regarding the level of review and, if necessary, approval that the Plan Sponsor Proposal has received within each Prospective Plan Sponsor(s) organization and any remaining internal approvals required to consummate the Transaction;
5. a list of any corporate, shareholder, regulatory or other approvals required to complete the Transaction and the timing to obtain such approvals.
6. a detailed description of the intended sources of financing for the Transaction, including intended capital structure, amount of debt financing, equity contribution and any contingencies thereto, as well as an indication of the timing and steps required to secure such financing;
7. a detailed description of the specific due diligence issues that must be resolved and any additional information that will be required in order to submit a Qualified Plan Sponsor Proposal;
8. a statement of any material conditions or assumptions made in reaching the preliminary indication of value for the New Speedcast Equity Interests;
9. any other material terms to be included in a Plan Sponsor Proposal by such Prospective Plan Sponsor(s); and
10. a list of advisors and contacts for the Prospective Plan Sponsor(s).

Submitting a Non-Binding Indication of Interest by the deadline set forth herein does not obligate the interested party to consummate a transaction, submit a Plan Sponsor Proposal or to participate further in the Plan Sponsor Selection Process. It also does not exempt such party from having to submit a Qualified Plan Sponsor Proposal by the Submission Deadline (as defined below) or comply with these Plan Sponsor Selection Procedures.

The Debtors shall provide copies of any Non-Binding Indications of Interest received by the Debtors as soon as practicable, but no later than the earlier of one (1) business day or three (3) calendar days after receipt thereof, to the Consultation Parties.

The Debtors will determine in their full discretion, but in consultation with the Consultation Parties, whether a Non-Binding Indication of Interest has met the requirements to allow a Prospective Plan Sponsor to progress to Phase 2 Diligence.

B. Binding Submission Deadline

Any Prospective Plan Sponsor, other than the Initial Plan Sponsor, that desires to have a Plan Sponsor Proposal considered by the Debtors must submit an executed Plan Sponsor Proposal on or before **November 16, 2020, at 4:00 p.m. (prevailing Central Time)** (the “**Submission Deadline**”) in writing to the Submission Parties.

The Debtors, after consulting with the Consultation Parties, may extend the Submission Deadline for any reason whatsoever, in their reasonable business judgment, for all Prospective Plan Sponsors.

The Debtors shall provide copies of any Plan Sponsor Proposal received by the Debtors as soon as practicable, but no later than the calendar day after receipt thereof, to the Consultation Parties.

C. Qualified Plan Sponsor Proposal Requirements

Other than as described in Section V.D., to qualify as a “**Qualified Plan Sponsor Proposal**,” a Plan Sponsor Proposal must (i) be in writing; (ii) include a cover letter confirming that the Prospective Plan Sponsor has satisfied each of the requirements in this Section V.C., entitled “Qualified Plan Sponsor Proposal Requirements”; (iii) include the required information set forth below, presented in the order provided herein; and (iv) be determined by the Debtors, in their reasonable business judgment and in consultation with the Consultation Parties, to satisfy the following requirements:

1. Identification of Plan Sponsor. A Qualified Plan Sponsor must fully disclose the legal identity of each person or entity participating in such Plan Sponsor Proposal (including any equity holders or other financing sources, if the Prospective Plan Sponsor is an entity formed for the purpose of submitting or consummating a Plan Sponsor Proposal) and, in the case of any joint Plan Sponsor Proposal, the nature of any economic arrangements between or among such participants. A Qualified Plan Sponsor must also disclose any connections or agreements with the Debtors, any other known Prospective Plan Sponsor(s) or Qualified Plan Sponsor(s), and/or any current or former officer or director of the foregoing.
2. Transaction Structure. A Qualified Plan Sponsor Proposal must be structured as a Plan Sponsor Transaction, and the Qualified Plan Sponsor Proposal must include a description of the pro forma capital structure, including any debt or equity financing. The Prospective Plan Sponsor must provide a reasonable basis for the Debtors, in consultation with the Consultation Parties, to make a determination of confirmability.
3. Higher or Better Terms. Each Qualified Plan Sponsor Proposal must be on terms that, in the Debtors’ reasonable business judgment and in consultation with the Consultation Parties, are higher or better than the terms of the Initial Plan Sponsor Transaction including, for the avoidance of doubt, by offering aggregate consideration (the aggregate consideration offered by

any Qualified Plan Sponsor Proposal, the “**Aggregate Consideration**”) for the New Speedcast Equity Interests in the amount of at least \$505,000,000. Except as described in section V.C.5 below, the Aggregate Consideration must be offered entirely in cash.

4. Cash Consideration Requirement. Solely with respect to a Plan Sponsor Proposal made by any Prospective Plan Sponsor that includes Non-Cash Consideration pursuant to (and as defined in) section V.C.5 below, the cash portion of the Aggregate Consideration must be not less than \$350,000,000 (the “**Required Base Cash Amount**”) and shall be designated to fund (i) the repayment in full of all obligations under the DIP Credit Agreement, (ii) the Trade Claim Cash Amount (as defined in the Plan), (iii) the Litigation Trust Cash Amount (as defined in the Plan) and (iv) the other uses identified on the Schedule of Emergence Costs.

5. Cashless Value. As an accommodation, any Qualified Plan Sponsor entitled to direct the SFA Agent under the Syndicated Facility Agreement may offer as part of its Plan Sponsor Proposal, non-cash value in the form, and in an aggregate amount not to exceed the amount, of Allowed Syndicated Facility Claims (as defined in the Plan) (the amount of such Allowed Syndicated Facility Claims offered in such Plan Sponsor Proposal, the “**Non-Cash Consideration**”); *provided, that* (x) the cash portion of the Aggregate Consideration in any such Plan Sponsor Proposal must be no less than the Required Base Cash Amount, (y) such Plan Sponsor Proposal shall otherwise satisfy all requirements of a Qualified Plan Sponsor Proposal, and (z) concurrently with and as a condition precedent to consummation of the Transaction, in addition to any cash component of the Aggregate Consideration payable by such Qualified Plan Sponsor, such Qualified Plan Sponsor must pay (and the Plan requires that it pay) to each other SFA Lender (other than any SFA Lender that waives its right to receive such amounts in writing delivered to the Debtors) cash in an amount equal such SFA Lender’s Pro Rata Share of the Non-Cash Consideration (as defined below) (the amount of any such payment obligation to SFA Lenders pursuant to this clause (z), the “**Specified Cash Amount**”). “**Pro Rata Share of the Non-Cash Consideration**” means, with respect to any SFA Lender, a percentage equal to such SFA Lender’s Pro Rata (as defined in the Plan) share of the Allowed Syndicated Facility Claims (as defined in the Plan), determined without regard to any Letters of Credit (as defined in the Plan) constituting Allowed Syndicated Facility Claims (as defined in the Plan).⁶

⁶ As an illustrative example, if any Qualified Plan Sponsor includes Non-Cash Consideration of \$155,000,000 in its Plan Sponsor Proposal, immediately upon consummation of the Transaction such Qualified Plan Sponsor would be required to pay \$15,500,000 in cash to an SFA Lender with a Pro Rata Share of the Non-Cash Consideration equal to 10%.

6. Good-Faith Deposit. A Qualified Plan Sponsor Proposal must be accompanied by a good-faith deposit in the form of cash in an amount equal to ten percent (10%) of the sum of (x) the cash portion of the Aggregate Consideration and (y) the Specified Cash Amount (a “**Good-Faith Deposit**”). Good-Faith Deposits shall be deposited prior to the Submission Deadline with the Debtors. A Qualified Plan Sponsor’s Good-Faith Deposit shall be held in escrow by the Debtors until no later than five (5) business days after the Plan Sponsor Selection Date (as defined below) (except for the Good-Faith Deposits of the Successful Plan Sponsor(s) and Back-Up Plan Sponsor(s) (if any)), and thereafter returned to the respective parties in accordance with the provisions of these Plan Sponsor Selection Procedures.

To the extent that a Plan Sponsor Proposal is modified at or prior to the Final Selection Process, the Prospective Plan Sponsor must adjust its Good-Faith Deposit so that it equals ten percent (10%) of the amounts described above as so modified in no event later than one (1) business day following the conclusion of the Final Selection Process. For the avoidance of doubt, the Initial Plan Sponsor shall not be required to submit a Good-Faith Deposit in connection with the Initial Plan Sponsor Transaction or any update thereto.

7. Conditions to Closing. A Qualified Plan Sponsor Proposal must identify with particularity each condition to closing.
8. Contingencies. No Qualified Plan Sponsor Proposal may be conditioned on (i) obtaining financing, (ii) any internal approval, (iii) the outcome or review of unperformed due diligence, or (iv) regulatory contingencies, except as provided under “Required Approvals.”
9. Proposed Equity Commitment Agreement. Each Qualified Plan Sponsor Proposal must include executed transaction documents (including all exhibits and schedules contemplated thereby (other than exhibits and schedules that by their nature must be (but have not yet been) prepared by the Debtors)), signed by an authorized representative of the Prospective Plan Sponsor, pursuant to which the Prospective Plan Sponsor commits to effectuate a Transaction (a “**Modified Transaction Agreement**”) based on the Plan and the relevant exhibits and schedules thereto (as further supplemented or superseded by the documents included in the Plan Supplement (as defined in the Plan)). Each Modified Transaction Agreement (including all exhibits and schedules) must be accompanied by a redline marked against the Initial Plan Sponsor Agreement (including all exhibits and schedules) to show all changes requested by the Prospective Plan Sponsor (including those related to purchase price).

In addition, a Qualified Plan Sponsor Proposal must be accompanied by a proposed Confirmation Order accompanied by a redline marked to reflect

differences between the form Confirmation Order provided to Prospective Plan Sponsors.⁷

10. Qualified Plan Sponsor Representatives. A Qualified Plan Sponsor must identify representatives that are authorized to appear and act on its behalf in connection with the proposed transaction.
11. Employee and Labor Terms. A Qualified Plan Sponsor Proposal must include a statement on how the Prospective Plan Sponsor intends to treat the employment of any of the Debtors' employees following a closing of the Transaction(s), including with regards to compensation and benefits.
12. Financial Information. A Qualified Plan Sponsor Proposal must include the following:
 - a. written evidence of a firm commitment for financing to consummate the proposed transaction (including to pay any Specified Cash Amount) (including to the extent necessary, through a Modified Outside Date (as defined below)), or other evidence, as reasonably determined by the Debtors in consultation with the Consultation Parties, to allow the Debtors to determine the ability of the Prospective Plan Sponsor to consummate the transaction(s) contemplated by the Modified Transaction Agreement;
 - b. written evidence, as reasonably determined by the Debtors in consultation with the Consultation Parties, to allow the Debtors, to determine that the Prospective Plan Sponsor has, or can obtain, the financial wherewithal, operational capability, and corporate and regulatory authorization to consummate the Transaction(s) (including to pay any Specified Cash Amount) contemplated by the Qualified Plan Sponsor's Modified Transaction Agreement in a timely manner.
13. Representations and Warranties. A Qualified Plan Sponsor Proposal must include the following representations and warranties:
 - a. a statement that the Prospective Plan Sponsor has had an opportunity to conduct any and all due diligence regarding the Debtors prior to submitting its Plan Sponsor Proposal;
 - b. a statement that the Prospective Plan Sponsor has relied solely upon its own independent review, investigation, and/or inspection of any relevant documents and the Debtors in making its Plan Sponsor Proposal and did not rely on any written or oral statements,

⁷ A proposed form of Confirmation Order will be made available to each Diligence Party and shall be subject to prior review and comment by the Consultation Parties.

representations, promises, warranties, or guaranties whatsoever, whether express or implied, by operation of law or otherwise, regarding the Debtors or the completeness of any information provided in connection therewith, except as expressly stated in the representations and warranties contained in the Prospective Plan Sponsor's Modified Transaction Agreement ultimately accepted and executed by the Debtors; and

c. a statement that the Prospective Plan Sponsor has not engaged in any collusion with respect to the submission of its Plan Sponsor Proposal.

14. Required Approvals. A Qualified Plan Sponsor Proposal must include a statement identifying all required governmental and regulatory approvals and an explanation and/or evidence of the Prospective Plan Sponsor's plan and ability to obtain all governmental and regulatory approvals to operate or own Speedcast from and after the effective date of the plan of reorganization and the proposed timing for the Prospective Plan Sponsor to undertake the actions required to obtain, and in fact to obtain, such approvals. A Prospective Plan Sponsor further agrees that its legal counsel will coordinate in good faith with the Debtors' and Consultation Parties' legal counsel to discuss and explain the Prospective Plan Sponsor's regulatory analysis, strategy, and timeline for securing all such approvals as soon as reasonably practicable, and in no event later than the time period contemplated in the Modified Transaction Agreement.
15. Outside Date. A Qualified Plan Sponsor shall not propose an outside date for consummation later than March 15, 2021 unless such party commits in such Plan Sponsor Proposal to fund, on or prior to March 15, 2021, the repayment in full of all obligations under the DIP Credit Agreement and any additional amounts necessary for the Debtors' operations under chapter 11, chapter 11 costs and other regulatory and administrative costs to be incurred through the proposed closing date of the transaction (the "**Modified Outside Date**"), subject to terms and conditions acceptable to the Debtors (in consultation with the Consultation Parties) (which amounts, for the avoidance of doubt, shall be in addition to the Aggregate Consideration offered by such Qualified Plan Sponsor).
16. Authorization. A Qualified Plan Sponsor must include evidence of corporate authorization and approval from the Prospective Plan Sponsor's investment committee or board of directors (or comparable governing body) with respect to the submission, execution, and delivery of a Plan Sponsor Proposal, participation in the Final Selection Process, and closing of the transactions contemplated by the Prospective Plan Sponsor's Modified Transaction Agreement in accordance with the terms of the Plan Sponsor Proposal and these Plan Sponsor Selection Procedures.

17. Other Requirements. A Qualified Plan Sponsor Proposal shall:

- a. expressly state that the Prospective Plan Sponsor agrees to serve as a back-up plan sponsor (a “**Back-Up Plan Sponsor**”) until the Back-Up Termination Date (as defined below) if its Qualified Plan Sponsor Proposal is selected as the next highest or next best Plan Sponsor Proposal after the Successful Plan Sponsor Proposal (as defined herein);
- b. state that the Plan Sponsor Proposal is formal, binding, and unconditional (except as set forth in an applicable purchase agreement ultimately executed by the Debtors); is not subject to any further due diligence; and is irrevocable until the 120th day following the Confirmation Hearing (such date, the “**Back-Up Termination Date**”);
- c. expressly state and acknowledge that the Prospective Plan Sponsor shall not be entitled to any break-up fee, expense reimbursement, or other protections in connection with the submission of a Plan Sponsor Proposal; *provided, however*, that nothing in these Plan Sponsor Selection Procedures shall limit, alter or impair the rights of any party to payment and reimbursement of expenses that are set forth in the DIP Order (as defined in the Plan), and parties entitled to payment or reimbursement of expenses under the DIP Order shall be entitled to payment or reimbursement of expenses incurred in connection with these Plan Sponsor Selection Procedures and the matters contemplated hereby subject to the terms of, including the caps of such fees set forth in, such DIP Order;
- d. expressly waive any claim or right to assert any substantial contribution administrative expense claim under section 503(b) of the Bankruptcy Code in connection with the submission of a Plan Sponsor Proposal and/or participating in the Plan Sponsor Selection Process;
- e. not contain any unsatisfied financing contingencies of any kind;
- f. include a covenant to cooperate with the Debtors to provide pertinent factual information regarding the Prospective Plan Sponsor’s operations (if any) reasonably required to analyze issues arising with respect to any applicable antitrust laws and other applicable regulatory requirements;
- g. be reasonably likely (based on antitrust or other regulatory issues, experience, and other considerations) to be consummated, if selected as the Successful Plan Sponsor, within a time frame acceptable to the Debtors;

- h. include contact information for the specific person(s) the Debtors should contact in the event they have questions about the Plan Sponsor Proposal; and
- i. include a covenant to comply with the terms of the Plan Sponsor Selection Procedures and the Plan Procedures Order.

D. Qualified Plan Sponsors

A Plan Sponsor Proposal that is determined by the Debtors, after consultation with the Consultation Parties, to meet the requirements set forth in the Section titled “Qualified Plan Sponsor Proposal Requirements” above will be considered a “**Qualified Plan Sponsor Proposal**” and any Prospective Plan Sponsor that submits a Qualified Plan Sponsor Proposal will be considered a “**Qualified Plan Sponsor.**”

The Debtors may, in their sole discretion, but after consultation with the Consultation Parties, amend or waive the conditions precedent to being a Qualified Plan Sponsor at any time, in their reasonable business judgment, in a manner consistent with their fiduciary duties and applicable law (as reasonably determined in good faith by the Debtors in consultation with their outside legal counsel).

For the avoidance of doubt and notwithstanding the foregoing, the Initial Plan Sponsor Transaction shall automatically be deemed a Qualified Plan Sponsor Proposal and the Initial Plan Sponsor shall automatically be deemed a Qualified Plan Sponsor, in each case, without any further action on the part of the Initial Plan Sponsor or the Debtors.

VI. Plan Sponsor Proposal Review Process

The Debtors will evaluate all timely Plan Sponsor Proposals, and may, based upon their evaluation of the content of each Plan Sponsor Proposal, engage in negotiations with Prospective Plan Sponsors that submitted Plan Sponsor Proposals, as the Debtors deem appropriate, in their reasonable business judgment, in consultation with the Consultation Parties, and in a manner consistent with their fiduciary duties and applicable law. In evaluating the Plan Sponsor Proposals, the Debtors may take into consideration, among other factors, the following non-binding factors (the “**Plan Sponsor Proposal Factors**”):

- 1. the amount of the purchase price set forth in the Plan Sponsor Proposal;
- 2. the form of consideration. No preference shall be given between Plan Sponsor Proposals that provide all cash consideration and Plan Sponsor Proposals that include both cash consideration and Non-Cash Consideration;
- 3. the number, type, and nature of any changes to the form Plan Sponsor Agreement, as applicable, requested by each Prospective Plan Sponsor (and the extent to which such modifications are likely to delay closing of the Transaction and the cost to the Debtors of such modifications or delay);

4. the value and net economic benefit to the Debtors' estates (including reduction or forgiveness of debt);
5. the likelihood of the Prospective Plan Sponsor being able to close the proposed transaction (including obtaining any required regulatory approvals) and the timing thereof;
6. the confirmability of the plan proposed in the Modified Transaction Agreement;
7. the proposed governance terms for the board of directors or equivalent governing body of New Speedcast Parent (as defined in the Plan);
8. the transaction structure and execution risk, including conditions to, timing of, and certainty of closing; termination provisions; availability of financing and financial wherewithal to meet all commitments; and required governmental or other approvals; and
9. the impact on employees and employee claims against the Debtors.

The Debtors, in consultation with the Consultation Parties, will make a determination regarding which Plan Sponsor Proposal(s) qualify as a Qualified Plan Sponsor Proposal(s), and will notify Prospective Plan Sponsor(s) whether they have been selected as a Qualified Plan Sponsor by no later than **November 20, 2020, at 12:00 p.m. (prevailing Central Time)** (the "**Qualified Plan Sponsor Notice Date**").

The Debtors, in consultation with the Consultation Parties, reserve the right to work with any Prospective Plan Sponsor in advance of the Qualified Plan Sponsor Notice Date to cure any deficiencies in a Plan Sponsor Proposal that is not initially deemed a Qualified Plan Sponsor Proposal. Without the prior written consent of the Debtors in consultation with the Consultation Parties, a Qualified Plan Sponsor may not modify, amend, or withdraw its Qualified Plan Sponsor Proposal, except for proposed amendments to increase the purchase price or otherwise improve the terms of the Qualified Plan Sponsor Proposal.

The Debtors, in consultation with the Consultation Parties, shall determine the highest or otherwise best Qualified Plan Sponsor Proposal (each, the "**Baseline Plan Sponsor Proposal**" and, such plan sponsor or group of plan sponsors, a "**Baseline Plan Sponsor**") as of the Submission Deadline, which may be the Initial Plan Sponsor Transaction; *provided, however*, the determination of the Baseline Plan Sponsor shall be in the Debtors' reasonable discretion, in consultation with the Consultation Parties, based on the Plan Sponsor Proposal Factors and the Plan Sponsor Proposal with the highest face value will not necessarily be the Baseline Plan Sponsor Proposal. No director, officer, or other insider (as defined in section 101(31) of the Bankruptcy Code) of the Debtors that is a Prospective Plan Sponsor or is participating or investing in a proposed Plan Sponsor Transaction shall participate in the Debtors' evaluation of Plan Sponsor Proposals or Qualified Plan Sponsor Proposals or any other matters described in this Section VI.

The Debtors shall provide copies of each Qualified Plan Sponsor Proposal no later than the Qualified Plan Sponsor Notice Date to the Consultation Parties, the Initial Plan Sponsor and each

other Qualified Plan Sponsor. In addition, if the Debtors determine that a Qualified Plan Sponsor Proposal other than the Initial Plan Sponsor Transaction is the Baseline Plan Sponsor Proposal, the Debtors shall notify the Initial Plan Sponsor and each other Qualified Plan Sponsor of the identity of such Baseline Plan Sponsor no later than the Qualified Plan Sponsor Notice Date.

VII. Plan Sponsor Selection

If two or more Qualified Plan Sponsor Proposals (including the Initial Plan Sponsor Agreement and the Baseline Plan Sponsor Proposal, if different) are received by the Submission Deadline, following consultation with the Consultation Parties, the Debtors shall conduct a final selection process for Plan Sponsor (the “**Final Selection Process**”) at the offices of Weil, Gotshal & Manges, LLP, 767 Fifth Avenue, New York, New York 10153 (with reasonable accommodations requested due to the ongoing pandemic) on **November 23, 2020, at 10:00 a.m. (prevailing Central Time)** (the “**Final Selection Date**”), or at such other date, time and location (including virtual location and with other accommodations necessary to mitigate any COVID-19 related risks or concerns) as the Debtors, as determined in their reasonable business judgment, shall notify all Qualified Plan Sponsors (including the Initial Plan Sponsor and the Baseline Plan Sponsor), and all other parties entitled to attend the Final Selection Process. If held, the proceedings of the Final Selection Process will be transcribed, and, if the Debtors deem appropriate, video recorded.

The Debtors shall have the right to reschedule or extend the Final Selection Date, if in each case, the Debtors determine, in their reasonable business judgment, in consultation with the Consultation Parties, that such action would be in the best interests of their estates. The Debtors shall provide reasonable notice to all Qualified Plan Sponsors of such procedure and ability to participate virtually (and with other accommodations necessary to mitigate any COVID-19 related risks or concerns), as applicable.

The Debtors shall have the right to determine, in their reasonable business judgment, and in consultation with Consultation Parties, which Qualified Plan Sponsor Proposal is the highest or otherwise best Qualified Plan Sponsor Proposal and reject, at any time, any Plan Sponsor Proposal (other than the Initial Plan Sponsor Transaction) that is inconsistent with these Plan Sponsor Selection Procedures.

A. Final Selection Process

1. Successful Plan Sponsor Proposal. On the Final Selection Date, the Debtors shall (i) determine, consistent with these Plan Sponsor Selection Procedures and in consultation with the Consultation Parties, which Qualified Plan Sponsor Proposal constitutes the highest or best Qualified Plan Sponsor Proposal (the “**Successful Plan Sponsor Proposal**”); and (ii) notify all Qualified Plan Sponsors of the identity of the Plan Sponsor that submitted the Successful Plan Sponsor Proposal (the “**Plan Sponsor**”) and the amount of the Aggregate Consideration, Non-Cash Consideration (if any) and other material terms of the Successful Plan Sponsor Proposal.

The Successful Plan Sponsor(s) shall, within 48 hours after being notified that it is the Plan Sponsor, confirm its Successful Plan Sponsor Proposal in accordance with the Phase 3 Diligence provisions herein, and submit to the Debtors fully executed revised documentation memorializing the terms of the Successful Plan Sponsor Proposal. A Successful Plan Sponsor Proposal may not be assigned to any party without the consent of the Debtors, in consultation with the Consultation Parties.

2. Back-Up Plan Sponsor Proposal. On the Final Selection Date, the Debtors shall (i) determine, consistent with these Plan Sponsor Selection Procedures and in consultation with the Consultation Parties, which Qualified Plan Sponsor Proposal is the next highest or next best Qualified Plan Sponsor Proposal after any Successful Plan Sponsor Proposal (the “**Back-Up Plan Sponsor Proposal**”); and (ii) notify all Qualified Plan Sponsors of the identity of the Back-Up Plan Sponsor and the amount of the Aggregate Consideration, Non-Cash Consideration (if any) and other material terms of the Back-Up Plan Sponsor Proposal. The Back-Up Plan Sponsor Proposal shall remain open and irrevocable until the Back-Up Termination Date.

If the Transaction(s) with a Plan Sponsor is terminated, the Back-Up Plan Sponsor shall, upon such termination, automatically be deemed the new Plan Sponsor and shall be obligated to consummate the Back-Up Plan Sponsor Proposal as if it were the Successful Plan Sponsor; *provided*, that the Initial Plan Sponsor shall not be so obligated to act as the Back-Up Plan Sponsor with respect to the Initial Plan Sponsor Transaction, but shall be afforded the opportunity to elect, within 5 Business Days of notice of such termination delivered to it by the Debtors, to opt to act in such capacity; *provided, however*, that any subsequent Plan Sponsor Proposal proposed by the Initial Plan Sponsor to the Debtors in connection with the Final Selection Process may be identified as the Back-Up Plan Sponsor Proposal by the Debtors in accordance with the terms hereof and shall remain open and irrevocable until the Back-Up Termination Date.

The Debtors shall use commercially reasonable efforts to, by **November 25, 2020 at 4:00 p.m. (prevailing Central Time)** (the “**Plan Sponsor Selection Date**”), file with the Bankruptcy Court, serve on the Transaction Notice Parties, and cause to be published on the Debtors’ claims and noticing agent’s website a notice, which shall identify the Plan Sponsor and Back-Up Plan Sponsor, if any.

If the Successful Plan Sponsor Proposal is not the Initial Plan Sponsor Transaction, then for purposes of the Plan, the Allowed SFA Secured Claim Amount (as defined in the Plan) shall be deemed to be an amount equal to (A) the Aggregate Consideration offered in such Successful Plan Sponsor Proposal, *minus* (B) the Required Base Cash Amount. Promptly following the Plan Sponsor Selection Date, the Debtors shall file a supplement to the Plan identifying the updated Allowed SFA Secured Claim Amount (as defined in the Plan) and the amount of the Non-Cash Consideration (if any) in each case as determined pursuant to this Plan Sponsor Selection Process.

The Debtors in the exercise of their fiduciary duties and for the purpose of maximizing value for their estates from the Plan Sponsor Selection Process, may modify the Plan Sponsor Selection Procedures and implement additional procedural rules for determining the Successful Plan Sponsor, in each case in consultation with the Consultation Parties.

Except as set forth in the Plan Sponsor Agreement, the Debtors specifically reserve the right to seek all available damages, excluding any special, indirect, consequential, or punitive damages, but including, without limitation, forfeiture of the Good-Faith Deposit or specific performance, from any defaulting Plan Sponsor (including any Back-Up Plan Sponsor designated as a Plan Sponsor) in accordance with the terms of the Plan Sponsor Selection Procedures.

VIII. Disposition of Good-Faith Deposits

A. Prospective Plan Sponsors

Within five (5) business days after the Qualified Plan Sponsor Notice Date, the Debtors shall return to each Prospective Plan Sponsor that was determined by the Debtors not to be a Qualified Plan Sponsor, such Prospective Plan Sponsor's Good-Faith Deposit (without any interest accrued thereon). Upon the authorized return of such Prospective Plan Sponsor's Good-Faith Deposit, the Plan Sponsor Proposal of such Prospective Plan Sponsor shall be deemed revoked and no longer enforceable.

B. Qualified Plan Sponsors

1. Forfeiture of Good-Faith Deposit. The Good-Faith Deposit of a Qualified Plan Sponsor will be forfeited to the Debtors if (i) the Qualified Plan Sponsor attempts to modify, amend, or withdraw its Qualified Plan Sponsor Proposal, except with the prior written consent of the Debtors, in consultation with the Consultation Parties, or as otherwise permitted by these Plan Sponsor Selection Procedures; or (ii) the Qualified Plan Sponsor is selected as the Plan Sponsor and fails to enter into the required definitive documentation or to consummate a Transaction(s), in each case in accordance with and by the deadlines set forth in these Plan Sponsor Selection Procedures and the terms of the applicable transaction documents with respect to the Successful Plan Sponsor Proposal. The Debtors shall release the Good-Faith Deposit by wire transfer of immediately available funds to an account designated by the Debtors two (2) business days after the execution by an authorized officer of the Debtors of a written notice stating that the applicable Good-Faith Deposit shall be forfeited in accordance with this section (b)(1).
2. Return of Good-Faith Deposit. With the exception of the Good-Faith Deposits of the Plan Sponsor and Back-Up Plan Sponsor, the Debtors shall return to each other Qualified Plan Sponsor any Good-Faith Deposit (without any interest accrued thereon) made by such Qualified Plan Sponsor within five (5) business days after the Plan Sponsor Selection Date.

3. Back-Up Plan Sponsor. The Debtors shall return the Back-Up Plan Sponsor's Good-Faith Deposit (without any interest accrued thereon), within five (5) business days after the occurrence of the Back-Up Termination Date.
4. Plan Sponsor. The Good-Faith Deposit of the Plan Sponsor (if any) shall be applied against the purchase price of the Successful Plan Sponsor Proposal on the effective date of the plan of reorganization.

IX. Confirmation Hearing

At a hearing before the Bankruptcy Court (the "**Confirmation Hearing**"), the Debtors will seek an order confirming the chapter 11 plan contemplated by such Successful Plan Sponsor Proposal (a "**Confirmation Order**").

The Debtors may, in their reasonable business judgment, after consulting with the Successful Plan Sponsor and the Consultation Parties, adjourn or reschedule any Confirmation Hearing, including by (i) an announcement of such adjournment at the applicable Confirmation Hearing, or (ii) the filing of a notice of adjournment with the Bankruptcy Court prior to the commencement of the applicable Confirmation Hearing.

Any objections to (i) the conduct of the Plan Sponsor Selection Process; (ii) the confirmation of a chapter 11 plan implementing the Initial Plan Sponsor Transaction or the Plan Sponsor Proposal proposed by any other Qualified Plan Sponsor, and/or (iii) entry of the Confirmation Order (any objection of the nature described in the preceding clauses (i) through (iii), an "**Objection**") (a) be in writing; (b) comply with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the Procedures for Complex Chapter 11 Cases in the Southern District of Texas (the "**Complex Case Procedures**"); (c) state, with specificity, the legal and factual bases thereof; (d) include any appropriate documentation in support thereof; and (e) be filed with the Bankruptcy Court and served on the Objection Recipients by the applicable objection deadline, as provided herein and in accordance with the Plan Procedures Order.

All Objections not otherwise resolved by the parties shall be heard at the Confirmation Hearing. Any party that fails to file with the Bankruptcy Court and serve on the Objection Recipients an Objection by the applicable objection deadline set forth herein or in the Plan Procedures Order may be forever barred from asserting, at the Confirmation Hearing or thereafter, any objection to the relief requested in the Motion, or to the consummation and performance of the Transaction(s) contemplated by the agreement with a Successful Plan Sponsor, including the confirmation of a chapter 11 plan implementing a Transaction.

X. Consent to Jurisdiction and Authority as Condition to Submission of a Plan Sponsor Proposal

All Prospective Plan Sponsors shall be deemed to have (i) consented to the jurisdiction of the Bankruptcy Court to enter any order or orders, which shall be binding in all respects, in any way related to these Plan Sponsor Selection Procedures, or the construction or enforcement of any agreement or any other document relating to a Transaction(s); (ii) waived any right to a jury trial in connection with any disputes relating to these Plan Sponsor Selection Procedures, or the

construction or enforcement of any agreement or any other document relating to a Transaction(s); and (iii) consented to the entry of a final order or judgment in any way related to these Plan Sponsor Selection Procedures, or the construction or enforcement of any agreement or any other document relating to a Transaction(s) if it is determined that the Bankruptcy Court would lack Article III jurisdiction to enter such a final order or judgment absent the consent of the parties.

XI. Reservation of Rights

Except as otherwise provided in the Plan, the Plan Sponsor Agreement, these Plan Sponsor Selection Procedures, or the Plan Procedures Order, the Debtors further reserve the right, in their reasonable business judgment and in consultation with the Consultation Parties, to: (i) determine which Prospective Plan Sponsors are Qualified Plan Sponsors; (ii) determine which Plan Sponsor Proposals are Qualified Plan Sponsor Proposals; (iii) determine which Qualified Plan Sponsor Proposal is the highest or otherwise best Plan Sponsor Proposal and which is the next highest or otherwise best Plan Sponsor Proposal; (iv) reject at any time prior to entry of the Confirmation Order any Plan Sponsor Proposal (other than the Initial Plan Sponsor Transaction) that is (a) inadequate or insufficient, (b) not in conformity with the requirements of these Plan Sponsor Selection Procedures or the requirements of the Bankruptcy Code or (c) contrary to the best interests of the Debtors and their estates; (v) waive terms and conditions set forth herein with respect to all Prospective Plan Sponsors; (vi) impose additional terms and conditions with respect to all Prospective Plan Sponsors, *provided* that the impact on each Prospective Plan Sponsor is proportional and not material or adverse to any Prospective Plan Sponsor; (vii) extend the deadlines set forth herein; (viii) continue or cancel the Confirmation Hearing in open court, or by filing a notice on the docket of the Debtors' chapter 11 cases, without further notice; (ix) include any other party as an attendee at the Final Selection Process; and (x) modify the Plan Sponsor Selection Procedures and implement additional procedural rules for conducting the Final Selection Process, *provided* that such rules are not inconsistent in any material respect with the Bankruptcy Code, the Plan Procedures Order, or any other order of the Bankruptcy Court and do not materially and adversely impact any Prospective Plan Sponsor or Qualified Plan Sponsor disproportionately. **Nothing herein shall obligate the Debtors to consummate or pursue any transaction with a Qualified Plan Sponsor.**

Exhibit I

Creditors' Committee Recommendation Letter

(Docket No. 856)

**LETTER OF THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS
RECOMMENDING THAT UNSECURED CREDITORS VOTE TO ACCEPT
THE PROPOSED PLAN OF SPEEDCAST INTERNATIONAL LIMITED
Case No. 20-32243 (MI)**

To: Holders of Class 4A and Class 4B Claims (collectively, the “Voting Creditors”):

The Official Committee of Unsecured Creditors (the “Creditors’ Committee”) was appointed by the Office of the United States Trustee to serve as the fiduciary body representing the collective interests of unsecured creditors in the chapter 11 cases of Speedcast International Limited and its affiliated debtors and debtors in possession (collectively, the “Debtors”). The purpose of this letter is to advise you that the Creditors’ Committee recommends that the Voting Creditors vote to **ACCEPT** the Plan.

Background

On October 10, 2020 the Debtors filed the *Disclosure Statement for Joint Chapter 11 Plan of Speedcast International Limited and its Debtor Affiliates* [Docket No. 810] (the “Disclosure Statement”). The Creditors’ Committee submits this recommendation letter regarding the Debtors’ chapter 11 plan (the “Plan”).¹

Pursuant to the Plan, if you are an unsecured "crucial" trade claim creditor with an Allowed Unsecured Trade Claim² against the Debtors, then your claim is classified and treated in Class 4A.³ Each holder of an Allowed Unsecured Trade Claim shall receive its Pro Rata share of the Trade Claim Cash Amount, which is defined in the Plan as an amount equal to \$25,000,000. The precise amount allocable to each holder of an Allowed Class 4A Claim will depend on a number of factors, including the number of allowed claims included in that Class.

Pursuant to the Plan, if you are an unsecured creditor with an Allowed Other Unsecured Claim,⁴ then your claim is classified and treated in Class 4B. Each holder of an Allowed Other Unsecured Claim shall receive its Pro Rata share of the Litigation Trust Distributable Proceeds from the Litigation Trust. The Litigation Trust will be funded with \$2.5 million and certain of the Debtors’ causes of action, as described in the Disclosure Statement. The precise amount of distributable proceeds to holders of Class 4B Claims will depend on a number of factors, including the number of Allowed Class 4B Claims and the amount of proceeds generated from Litigation Trust Causes of Action. Neither the Debtors nor the Committee has concluded an

¹ Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Disclosure Statement or Plan.

² An “Unsecured Trade Claim” under the Plan means any allowed unsecured trade vendor claims against the Debtors held by trade vendors crucial to the Debtors’ businesses, as determined by the Debtors pursuant to the methodology described in the Disclosure Statement.

³ Each unsecured creditor will receive a ballot to vote on the Plan that designates such creditor as either a Class 4A or Class 4B claimant.

⁴ An “Other Unsecured Claim” under the Plan means any Claim against the Debtors (other than an Intercompany Claim) that is (i) not an Administrative Expense Claim, Fee Claim, Priority Tax Claim, Other Priority Claim, Other Secured Claim, DIP Claim, Syndicated Facility Secured Claim, or Unsecured Trade Claim, or (ii) otherwise determined by the Bankruptcy Court to be an Other Unsecured Claim.

investigation to estimate the value of any and all such causes of action. Therefore, the potential recovery, if any, to Class 4B Claims is unknown.

Class 4A Claims and Class 4B Claims are treated separately under the Plan, as described above. Holders of Class 4B Claims are not eligible to receive distributions from the Trade Claim Cash Amount and Class 4A Claims are not entitled to share in the Litigation Trust Distributable Proceeds. More information about distributions to Claims in Class 4A and Claims in Class 4B is set forth in the Disclosure Statement.

Recommendation

The Plan, Disclosure Statement, and related procedures are the result of extensive good faith negotiations, including through a court-ordered mediation with Chief Judge David R. Jones of the United States Bankruptcy Court for the Southern District of Texas, among the Debtors and a number of their key economic stakeholders, including the Creditors' Committee. The Creditors' Committee believes that the agreements embodied in the Plan, and the respective recoveries provided to the holders of Class 4A and Class 4B Claims under the Plan, represent a fair and reasonable resolution of the interests and rights of the Debtors' creditors.

The Creditors' Committee therefore supports the Plan and believes that the Plan is in the best interests of the Voting Creditors as a whole under the circumstances. The Creditors' Committee recommends that Voting Creditors vote to ACCEPT the plan.

The Creditors' Committee recommends that, prior to voting on the Plan, each unsecured creditor carefully review the materials provided to them, including without limitation, the Disclosure Statement and the Plan, with such materials being available: (a) for free from KCC by visiting <http://www.kccllc.net/Speedcast> and/or calling KCC at (877) 709-4758 (U.S./Canada) or (424) 236-7236 (International); or (b) for a fee via PACER at <https://www.txs.uscourts.gov/page/bankruptcy-court>.

Please note that, although the Creditors' Committee, by this letter, expresses support regarding the Plan, this letter does not necessarily reflect the views of any of the individual members of the Creditors' Committee, each of which reserves any and all of its rights.

If you have any questions with respect to the Plan, the proposed treatment of your claims or the information contained in this letter, please contact Hogan Lovells US LLP (Attn: David Simonds (david.simonds@hoganlovells.com); Ronald Silverman (ronald.silverman@hoganlovells.com), and John Beck (john.beck@hoganlovells.com)).

Very truly yours,

The Official Committee of Unsecured Creditors
of Speedcast International Limited, *et al.*

YOU ARE URGED TO CAREFULLY READ THE PLAN AND DISCLOSURE STATEMENT AND THE EXHIBITS ATTACHED THERETO IN THEIR ENTIRETY. THE DESCRIPTION OF THE PLAN AND DISCLOSURE STATEMENT IN THIS LETTER IS INTENDED TO BE ONLY A SUMMARY OF CERTAIN SELECTED PROVISIONS PREPARED BY THE CREDITORS' COMMITTEE.

THIS LETTER MAY NOT BE RELIED UPON FOR ANY PURPOSE OTHER THAN HOW TO VOTE ON THE PLAN AND DISCLOSURE STATEMENT AND THE INFORMATION CANNOT BE RELIED UPON FOR ANY OTHER PURPOSE.

THERE IS ALWAYS A RISK THAT FURTHER LITIGATION AND/OR A LATER SETTLEMENT COULD RESULT IN HIGHER OR LOWER RECOVERIES FOR HOLDERS OF UNSECURED CLAIMS THAN THE PLAN AND DISCLOSURE STATEMENT. THE CREDITORS' COMMITTEE DOES NOT GUARANTEE ANY PARTICULAR RESULT IN THE DEBTORS' CHAPTER 11 CASES.

ALTHOUGH THE BANKRUPTCY COURT HAS AUTHORIZED THE DEBTORS TO INCLUDE THIS RECOMMENDATION LETTER AS PART OF THE SOLICITATION PACKAGE, SUCH AUTHORIZATION DOES NOT CONSTITUTE AN ENDORSEMENT BY THE BANKRUPTCY COURT OF THE MERITS OF THE PLAN AND DISCLOSURE STATEMENT OR THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED HEREIN.

THIS COMMUNICATION DOES NOT CONSTITUTE, AND SHALL NOT BE CONSTRUED AS, A SOLICITATION BY ANY INDIVIDUAL MEMBER OF THE CREDITORS' COMMITTEE OR ANY OF ITS REPRESENTATIVES.

THE COMMITTEE RESERVES THE RIGHT TO CHANGE ITS POSITION AND RECOMMENDATION THAT VOTING CREDITORS VOTE TO ACCEPT THE PLAN, OR FILE ANY OBJECTION, RESPONSE OR OTHER PLEADING IN REGARD TO THE PLAN, THE DISCLOSURE STATEMENT OR ANY OTHER MATTER IN THE DEBTORS' CHAPTER 11 CASES, TO THE EXTENT THAT SUBSEQUENT DEVELOPMENTS SO WARRANT, AS DETERMINED BY THE COMMITTEE, OR OTHERWISE.

Exhibit J

Schedule of Class 4A Unsecured Trade Creditors

	<u>Class 4A Unsecured Trade Creditors</u>
1	Airbus Defence And Space Limited
2	APT Satellite Company Limited
3	Asia Satellite Telecommunications Company Limited
4	Azyan Telecommunications LLC
5	Thrane And Thrane A/S and its affiliates or subsidiaries
6	Comsat, Inc. and its affiliates or subsidiaries
7	Comtech Telecommunications Corp. and its affiliates or subsidiaries
8	Deloitte Touche Tohmatsu Limited and its affiliates or subsidiaries
9	Detecon Al Saudia Co. Ltd.
10	Echostar Corp. and its affiliates or subsidiaries
11	Eutelsat S.A. and its affiliates or subsidiaries
12	Globalstar, Inc. and its affiliates or subsidiaries
13	Intellian Technologies, Inc. and its affiliates or subsidiaries
14	Intelsat US LLC and its affiliates or subsidiaries
15	Iridium Satellite LLC
16	Level 3 Communications and its affiliates or subsidiaries
17	Marlink and its affiliates or subsidiaries
18	McKinsey & Company Inc. and its affiliates or subsidiaries
19	Measat International (South Asia) Ltd
20	Network Innovations Inc. and its affiliates or subsidiaries
21	PricewaterhouseCoopers LLP and its affiliates or subsidiaries
22	Sematron UK Ltd
23	SES S.A. and its affiliates or subsidiaries
24	Sky Perfect JSAT Corp.
25	ST Engineering iDirect (Europe) NV
26	ST Engineering iDirect, Inc. dba iDirect
27	Tampnet Group and its affiliates or subsidiaries
28	Tata Communications and its affiliates or subsidiaries
29	Tatanet Services Limited
30	Telenor Satellite AS and its affiliates or subsidiaries
31	Telesat and its affiliates or subsidiaries
32	Telespazio SPA
33	Thuraya Telecommunications Company (PJSC)
34	Vocus Pty Ltd.
35	Vodafone Fiji Ltd.
36	Xiplink Inc.
37	Zayo Group Holdings, Inc. and its affiliates or subsidiaries

Exhibit A

Disclosure Statement

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

In re: SPEEDCAST INTERNATIONAL LIMITED, et al., Debtors.¹	§ § § § § § § §	Chapter 11 Case No. 20-32243 (MI) (Jointly Administered)
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**DISCLOSURE STATEMENT FOR AMENDED JOINT CHAPTER 11 PLAN
OF SPEEDCAST INTERNATIONAL LIMITED AND ITS DEBTOR AFFILIATES**

WEIL, GOTSHAL & MANGES LLP

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*Counsel for the Debtors
and Debtors in Possession*

Dated: November 3, 2020
Houston, Texas

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¹

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

DISCLOSURE STATEMENT, DATED NOVEMBER 3, 2020

**Solicitation of Votes on the
Amended Joint Chapter 11 Plan of**

SPEEDCAST INTERNATIONAL LIMITED, *ET AL.*

THIS SOLICITATION OF VOTES (THE “SOLICITATION”) IS BEING CONDUCTED TO OBTAIN SUFFICIENT VOTES TO ACCEPT THE CHAPTER 11 PLAN OF SPEEDCAST INTERNATIONAL LIMITED AND ITS DEBTOR AFFILIATES IN THE ABOVE-CAPTIONED CHAPTER 11 CASES, ATTACHED HERETO AS EXHIBIT A (THE “PLAN”).

THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN IS 4:00 P.M. (PREVAILING CENTRAL TIME) ON DECEMBER 8, 2020 UNLESS EXTENDED BY THE DEBTORS (THE “VOTING DEADLINE”).

THE RECORD DATE FOR DETERMINING WHICH HOLDERS OF CLAIMS MAY VOTE ON THE PLAN IS OCTOBER 19, 2020 (THE “VOTING RECORD DATE”).²

RECOMMENDATION BY THE DEBTORS

The board of directors of SpeedCast International Limited and each of the governing bodies for each of its debtor affiliates have unanimously approved the transactions contemplated by the Plan. The Debtors believe the Plan is in the best interests of all stakeholders and recommend that all creditors whose votes are being solicited submit ballots to accept the Plan.

RECOMMENDATION BY THE CREDITORS’ COMMITTEE

The Creditor’s Committee supports the Plan and the Creditors’ Committee encourages all unsecured creditors to **VOTE TO ACCEPT** the Plan. The Creditors’ Committee has included a letter in the solicitation package detailing its recommendation that all unsecured creditors **VOTE TO ACCEPT** the Plan, a copy of which is attached hereto as **Exhibit I** (the “**Recommendation Letter**”).

HOLDERS OF CLAIMS OR INTERESTS SHOULD NOT CONSTRUE THE CONTENTS OF THE DISCLOSURE STATEMENT AS PROVIDING ANY LEGAL, BUSINESS, FINANCIAL, OR TAX ADVICE AND SHOULD CONSULT WITH THEIR OWN ADVISORS BEFORE CASTING A VOTE WITH RESPECT TO THE PLAN.

THE ISSUANCE OF THE NEW EQUITY INTERESTS ISSUED ON ACCOUNT OF THE DIRECT INVESTMENT PURSUANT TO THE PLAN SPONSOR AGREEMENT IS BEING MADE IN RELIANCE ON THE EXEMPTION FROM REGISTRATION SET

²

The Voting Record Date for governmental units (as defined in section 101(27) of the Bankruptcy Code) shall be October 20, 2020.

FORTH IN SECTION 4(a)(2) OF THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”) AND/OR REGULATION D THEREUNDER.

THE AVAILABILITY OF THE EXEMPTION UNDER SECTION 1145 OF THE BANKRUPTCY CODE OR ANY OTHER APPLICABLE SECURITIES LAWS WILL NOT BE A CONDITION TO THE OCCURRENCE OF THE EFFECTIVE DATE.

THE NEW EQUITY INTERESTS TO BE ISSUED HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION (THE “SEC”) OR BY ANY STATE SECURITIES COMMISSION OR SIMILAR PUBLIC, GOVERNMENTAL, OR REGULATORY AUTHORITY, AND NEITHER THE SEC NOR ANY SUCH AUTHORITY HAS PASSED UPON THE ACCURACY OR ADEQUACY OF THE INFORMATION CONTAINED IN THE DISCLOSURE STATEMENT OR UPON THE MERITS OF THE PLAN. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

CERTAIN STATEMENTS CONTAINED IN THE DISCLOSURE STATEMENT, INCLUDING STATEMENTS INCORPORATED BY REFERENCE, PROJECTED FINANCIAL INFORMATION (SUCH AS THAT REFERRED TO IN THE PRECEDING PARAGRAPH AND UNDER THE CAPTION “FINANCIAL PROJECTIONS” ELSEWHERE IN THIS DISCLOSURE STATEMENT) AND OTHER FORWARD-LOOKING STATEMENTS, ARE BASED ON ESTIMATES AND ASSUMPTIONS. THERE CAN BE NO ASSURANCE THAT SUCH STATEMENTS WILL BE REFLECTIVE OF ACTUAL OUTCOMES. FORWARD-LOOKING STATEMENTS SHOULD BE EVALUATED IN THE CONTEXT OF THE ESTIMATES, ASSUMPTIONS, UNCERTAINTIES, AND RISKS DESCRIBED HEREIN.

FURTHERMORE, READERS ARE CAUTIONED THAT ANY FORWARD-LOOKING STATEMENTS HEREIN, INCLUDING ANY PROJECTIONS, ARE SUBJECT TO A NUMBER OF ASSUMPTIONS, RISKS, AND UNCERTAINTIES, MANY OF WHICH ARE BEYOND THE CONTROL OF THE DEBTORS, INCLUDING THE IMPLEMENTATION OF THE PLAN. IMPORTANT ASSUMPTIONS AND OTHER IMPORTANT FACTORS THAT COULD CAUSE ACTUAL RESULTS TO DIFFER MATERIALLY INCLUDE, BUT ARE NOT LIMITED TO, THOSE FACTORS, RISKS AND UNCERTAINTIES DESCRIBED IN MORE DETAIL UNDER THE HEADING “CERTAIN RISK FACTORS TO BE CONSIDERED” BELOW, AS WELL AS THE VOLATILITY IN THE CURRENT MARKET IN LIGHT OF THE COVID-19 PANDEMIC AND ITS IMPACT ON THE DEBTORS’ BUSINESS VENTURES AND CUSTOMERS AND OTHER RISKS INHERENT IN THE DEBTORS’ BUSINESSES AND OTHER FACTORS LISTED IN THE DEBTORS’ PUBLIC ASIC (AS DEFINED BELOW) FILINGS. PARTIES ARE CAUTIONED THAT THE FORWARD-LOOKING STATEMENTS SPEAK AS OF THE DATE MADE, ARE BASED ON THE DEBTORS’ CURRENT BELIEFS, INTENTIONS, AND EXPECTATIONS, AND ARE NOT GUARANTEES OF FUTURE PERFORMANCE. ACTUAL RESULTS OR DEVELOPMENTS MAY DIFFER MATERIALLY FROM THE EXPECTATIONS EXPRESSED OR IMPLIED IN THE FORWARD-LOOKING STATEMENTS, AND THE DEBTORS UNDERTAKE NO OBLIGATION TO UPDATE ANY SUCH STATEMENTS.

THE DEBTORS AND REORGANIZED DEBTORS, AS APPLICABLE, DO NOT INTEND AND UNDERTAKE NO OBLIGATION TO UPDATE OR OTHERWISE REVISE ANY FORWARD-LOOKING STATEMENTS, INCLUDING ANY PROJECTIONS CONTAINED HEREIN, TO REFLECT EVENTS OR CIRCUMSTANCES EXISTING OR ARISING AFTER THE DATE HEREOF OR TO REFLECT THE OCCURRENCE OF UNANTICIPATED EVENTS OR OTHERWISE, UNLESS INSTRUCTED TO DO SO BY THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF TEXAS HAVING JURISDICTION OVER THE CHAPTER 11 CASES AND, TO THE EXTENT OF ANY REFERENCE MADE UNDER SECTION 157 OF TITLE 28 OF THE UNITED STATES CODE OR IF THE BANKRUPTCY COURT IS DETERMINED NOT TO HAVE AUTHORITY TO ENTER A FINAL ORDER ON AN ISSUE, THE UNIT OF SUCH DISTRICT COURT HAVING JURISDICTION OVER THE CHAPTER 11 CASES UNDER SECTION 151 OF TITLE 28 OF THE UNITED STATES CODE (THE “BANKRUPTCY COURT”).

NO INDEPENDENT AUDITOR OR ACCOUNTANT HAS REVIEWED OR APPROVED THE FINANCIAL PROJECTIONS OR THE LIQUIDATION ANALYSIS HEREIN.

THE DEBTORS HAVE NOT AUTHORIZED ANY PERSON TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, IN CONNECTION WITH THE PLAN OR THE DISCLOSURE STATEMENT.

THE STATEMENTS CONTAINED IN THE DISCLOSURE STATEMENT ARE MADE AS OF THE DATE HEREOF UNLESS OTHERWISE SPECIFIED. THE TERMS OF THE PLAN GOVERN IN THE EVENT OF ANY INCONSISTENCY WITH THE SUMMARIES IN THE DISCLOSURE STATEMENT.

THE INFORMATION IN THE DISCLOSURE STATEMENT IS BEING PROVIDED SOLELY FOR PURPOSES OF VOTING TO ACCEPT OR REJECT THE PLAN OR OBJECTING TO CONFIRMATION. NOTHING IN THE DISCLOSURE STATEMENT MAY BE USED BY ANY PARTY FOR ANY OTHER PURPOSE.

ALL EXHIBITS TO THE DISCLOSURE STATEMENT ARE INCORPORATED INTO AND ARE A PART OF THE DISCLOSURE STATEMENT AS IF SET FORTH IN FULL HEREIN.

PLEASE BE ADVISED THAT SECTIONS 10.5, 10.6, 10.7, 10.8, AND 10.9 OF THE PLAN CONTAIN RELEASE, EXCULPATION AND INJUNCTION PROVISIONS. YOU SHOULD REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MAY BE AFFECTED.

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XII. CONCLUSION AND RECOMMENDATION63

Exhibit A: Plan

Exhibit B: Organizational Chart

Exhibit C: Equity Commitment Agreement

Exhibit D: Liquidation Analysis

Exhibit E: Financial Projections

Exhibit F: Valuation Analysis

Exhibit G: Release Provisions

Exhibit H: Plan Sponsor Selection Procedures

Exhibit I: Creditors' Committee Recommendation Letter

Exhibit J: Class 4A Unsecured Trade Creditors

I. INTRODUCTION

Overview of Restructuring

SpeedCast International Limited (“**Speedcast**”) and its debtor affiliates³ (each, a “**Debtor**,” and collectively, the “**Debtors**”) submit this disclosure statement (as may be amended, supplemented, or modified from time to time, the “**Disclosure Statement**”) in connection with the solicitation of votes on the *Amended Joint Chapter 11 Plan of SpeedCast International Limited and its Debtor Affiliates*, dated November 3, 2020, attached hereto as **Exhibit A**.

Pursuant to paragraph 37 of the Procedures for Complex Chapter 11 Cases in the Southern District of Texas (the “**Complex Case Procedures**”) and Rule 3016-2 of the Bankruptcy Local Rules for the United States Bankruptcy Court for the Southern District of Texas (the “**Local Rules**”), the Disclosure Statement and the Plan are being submitted as a single document and the terms and provisions of the Plan are hereby incorporated by reference and made a part hereof.

The purpose of the Disclosure Statement is to provide information of a kind, and in sufficient detail, to enable creditors of the Debtors that are entitled to vote on the Plan to make an informed decision on whether to vote to accept or reject the Plan. The Disclosure Statement contains, among other things, a summary of the Plan, certain statutory provisions, events that have occurred in the chapter 11 cases that commenced (the “**Chapter 11 Cases**”) on April 23, 2020 (the “**Petition Date**”), and certain documents related to the Plan.⁴

As described in more detail below, the Debtors faced certain financial difficulties prior to the Petition Date and commenced these Chapter 11 Cases to accomplish a successful restructuring of their business through a substantial deleveraging of their capital structure.

The Plan, Disclosure Statement, and related procedures are the result of extensive good faith negotiations among the Debtors and a number of their key economic stakeholders, and provide for settlement with and the support of the Creditors’ Committee. At the outset of these Chapter 11 Cases, the Debtors entered into a postpetition credit facility which required that the Debtors file an “Acceptable Plan,” approved by the majority of the lenders under such facility. However, following the Petition Date, the Debtors’ two principal lenders each acquired blocking positions over the terms of such Acceptable Plan, and could not agree to the terms of a chapter 11 plan of reorganization. During August and September 2020, the Debtors received multiple competing proposals for a restructuring transaction and additional postpetition financing from these two principal lenders. The situation precipitated the filing of an emergency motion requesting mediation by Black Diamond Capital Management, L.L.C. (“**Black Diamond**”). As described in more detail below, the Debtors, the Debtors’ two principal lenders, and the Creditors’ Committee

³ A complete list of the Debtors in these noticing chapter 11 cases may be obtained on the website of the Debtors’ claims and agent at <http://www.kccllc.net/speedcast>. The Debtors’ service address for the purposes of these chapter 11 cases is 4400 S. Sam Houston Parkway East, Houston, Texas 77048.

⁴ Capitalized terms used in the Disclosure Statement, but not defined herein, have the meanings ascribed to them in the Plan. To the extent any inconsistencies exist between the Disclosure Statement and the Plan, the Plan will govern.

participated in non-binding mediation with Chief Judge David R. Jones on September 22, 2020. The mediation did not result in a fully consensual resolution.

These negotiations ultimately led the Debtors to file the DIP Refinancing Motion (as defined herein), which provided the Debtors with a commitment from certain affiliates of Centerbridge Partners, L.P. (“**Centerbridge**”) to provide a replacement DIP facility (the “**Replacement DIP Facility**”) to fund the Debtors’ chapter 11 process. The Replacement DIP Facility’s terms do not require the filing or consummation of a plan of reorganization or sale process acceptable to the DIP lenders thereunder. The Replacement DIP Facility was approved on October 5, 2020 (Docket No. 777).

On October 10, 2020, the Debtors entered into the Amended and Restated Equity Commitment Agreement (the “**ECA**”), attached hereto as **Exhibit C**, pursuant to which, among other things, Centerbridge and its affiliates committed to make a new-money equity investment for 100% of the equity interests in a newly formed parent entity of the Debtors and their non-Debtor affiliates for an aggregate amount of \$500 million.

The Debtors believe that the Plan maximizes the value of the Debtors’ estates and represents the best available transaction for all of the Debtors’ stakeholders. As detailed in the Recommendation Letter, the Creditors’ Committee also supports the Plan and encourages all unsecured creditors to vote to accept the Plan. However, as described more fully herein, in conjunction with the solicitation of votes on the Plan, the Debtors are simultaneously running the Plan Sponsor Selection Process to allow prospective plan sponsors to make a higher or better proposal (“**Alternative Plan Proposal**”). To the extent the Debtors determine, in consultation with the Creditors’ Committee, that an Alternative Plan Proposal is in the best interests of the estates and would result in a higher recovery to the Debtors’ stakeholders, they will make the appropriate disclosures to the Debtors’ stakeholders in advance of the Confirmation Hearing.

Overview of Plan

The Plan provides for a comprehensive restructuring of the Debtors’ balance sheet and corporate organizational structure and a significant investment of capital in the Debtors’ business. The transactions contemplated in the Plan will strengthen the Company by substantially reducing its debt and increasing its cash flow on a go-forward basis, and preserving approximately 900 jobs. Specifically, the proposed restructuring contemplates, among other things:

- a complete discharge of the Company’s debt under the Syndicated Facility Agreement in the amount of approximately \$633.9 million;
- a Plan Sponsor Selection Process that will run simultaneously with the solicitation of the Plan, with the goal of securing potentially higher recoveries for the Debtors’ creditors;
- a \$500 million equity investment provided by the Plan Sponsor in cash (or such greater amount as may be determined pursuant to the Plan Sponsor Selection Process);

- a \$150 million recovery to holders of Allowed Syndicated Facility Secured Claims in cash (or such greater recovery as may be determined pursuant to the Plan Sponsor Selection Process);
- a \$25 million recovery to holders of Unsecured Trade Claims in cash; and
- establishment of a Litigation Trust for the benefit of Other Unsecured Claims.

The Plan provides for the following treatment of claims and equity interests:

- ***Class 1: Other Priority Claims.*** The legal, equitable, and contractual rights of the holders of Allowed Other Priority Claims are unaltered by the Plan. Except to the extent that a holder of an Allowed Other Priority Claim agrees to different treatment in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Other Priority Claim, on the later of the Effective Date and the date that is ten (10) Business Days after the date such Other Priority Claims becomes an Allowed Claim, or, in each case, as soon as reasonably practicable thereafter, each holder of an Allowed Other Priority Claim shall receive, on account of such Allowed Claim, (i) Cash in an amount equal to the Allowed amount of such Claim, or (ii) other treatment consistent with the provisions of 1129 of the Bankruptcy Code; *provided*, that Allowed Other Priority Claims that arise in the ordinary course of the Debtors' business, shall be paid by the Debtors or the Reorganized Debtors, as applicable, in the ordinary course of business, consistent with past practice and in accordance with the terms and subject to the conditions of any orders or agreements governing, instruments evidencing, or other documents establishing, such liabilities without further actions by holders of such Other Priority Claims or further approval by the Bankruptcy Court.
- ***Class 2: Other Secured Claims.*** The legal, equitable, and contractual rights of the holders of Allowed Other Secured Claims are unaltered by the Plan. Except to the extent that a holder of an Allowed Other Secured Claim agrees to different treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Other Secured Claim, on the later of the Effective Date and the date on which such Other Secured Claim becomes an Allowed Claim, or, in each case, as soon thereafter as is reasonably practicable, each holder of an Allowed Other Secured Claim shall receive on account of such Allowed Claim, at the option of the applicable Reorganized Debtor(s): (i) Cash in an amount equal to the Allowed amount of such Claim, (ii) Reinstatement or such other treatment sufficient to render such holder's Allowed Other Secured Claim Unimpaired pursuant to section 1124 of the Bankruptcy Code, or (iii) such other recovery necessary to satisfy the provisions of section 1129 of the Bankruptcy Code.
- ***Class 3: Syndicated Facility Secured Claims.*** On the Effective Date, except to the extent that a holder of an Allowed Syndicated Facility Secured Claim agrees to different treatment in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Syndicated Facility Secured Claim under the Plan Sponsor Agreement, each holder of an Allowed Syndicated Facility Secured Claim, which Claims are deemed Allowed in the aggregate amount equal to the Allowed SFA Secured Claim Amount, shall

receive, on account of such Allowed Syndicated Facility Secured Claim its Pro Rata share of the SFA Secured Claim Cash Pool in Cash.

- ***Class 4A: Unsecured Trade Claims.*** On the Effective Date, or as soon as reasonably practicable thereafter, except to the extent that a holder of an Allowed Unsecured Trade Claim agrees or has agreed to different treatment in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Unsecured Trade Claim, each holder of an Allowed Unsecured Trade Claim shall receive its Pro Rata share of the Trade Claim Cash Amount in Cash.
- ***Class 4B: Other Unsecured Claims.*** Each holder of an Allowed Other Unsecured Claim shall receive its Pro Rata share of the Litigation Trust Distributable Proceeds from the Litigation Trust as and when provided for in the Litigation Trust Agreement, subject to Section 5.20 of the Plan. For the avoidance of doubt, this Class 4B (Other Unsecured Claims) shall include the Syndicated Facility Deficiency Claim.
- ***Class 5: Intercompany Claims.*** All Intercompany Claims will be adjusted, continued, settled, reinstated, discharged, eliminated, or otherwise managed, in each case to the extent determined to be appropriate by the Debtors or Reorganized Debtors, as applicable, after consultation with the Plan Sponsor.
- ***Class 6: Subordinated Claims.*** Allowed Subordinated Claims are subordinated to Claims, as applicable, in (i) Class 4A and Class 4B or (ii) Class 7, pursuant to the Plan and section 510 of the Bankruptcy Code. The holders of Allowed Subordinated Claims shall not receive or retain any property under the Plan on account of such Allowed Subordinated Claims.
- ***Class 7: Parent Interests.*** On the Effective Date, all Parent Interests shall be deemed valueless, shall not receive or retain any property or distribution under the Plan and shall be discharged, cancelled, released, and extinguished.
- ***Class 8: Intercompany Interests.*** On the Effective Date, at the option of the Reorganized Debtors, in consultation with the Plan Sponsor, all Allowed Intercompany Interests shall either (i) remain unaffected by the Plan and continue in place or (ii) be cancelled (or otherwise eliminated) and holders of such cancelled Intercompany Interests shall not receive or retain any property under the Plan.

The Plan embodies a contribution of cash by the Plan Sponsor to ensure the Debtors' essential trade creditors' support of the Reorganized Debtors. The Plan also embodies a settlement with the Creditors' Committee that includes the establishment and funding of the Litigation Trust in connection with treatment of the Other Unsecured Claims, and the compromise and settlement of potential Causes of Action, including any and all of the Creditors' Committee's potential (a) objections or challenges to the amount, validity, perfection, enforceability, priority or extent of the Prepetition Loans or the Prepetition Secured Parties' Liens (as defined in the Final DIP Order) and (b) assertions or actions for preferences, fraudulent transfers or conveyances, other avoidance power claims or any other claims, counterclaims or causes of action, objections, contests or defenses against the Prepetition Secured Parties). Taking into account the current facts and

circumstances of these chapter 11 cases, the Creditors' Committee has determined that the agreements embodied in the Plan, including the foregoing, and the recoveries provided to the holders of Class 4A Claims and Class 4B Claims thereunder, represent a fair and reasonable resolution of the rights and interests of the Debtors' creditors. As such, the Creditors' Committee supports the Plan.

Pursuant to the Plan, in advance of the Effective Date, the Board of Directors of SpeedCast International Limited will make a determination as to the most effective way to implement the Plan for SpeedCast International Limited, consistent with their fiduciary duties, under Australian law, and which may be in the form of a recognition proceeding, an administration, receivership, liquidation, scheme of arrangement, or any such restructuring process or proceeding necessary to effect the Plan.

Equity Commitment Agreement

On October 10, 2020, the Debtors entered into the ECA, attached hereto as **Exhibit C**, pursuant to which, and subject to the terms, conditions, and limitations set forth therein, New Speedcast Parent, a successor entity acting as the parent of the Reorganized Debtors, will issue and the Commitment Parties (as defined in the ECA) will invest in New Equity Interests, on the Plan Effective Date, in such amount as is set forth in the ECA for an aggregate purchase price of \$500 million.

Settlement with Creditors' Committee

The Plan embodies a contribution of cash by the Plan Sponsor to ensure the Debtors' essential trade creditors support of the Reorganized Debtors. The Plan also embodies a settlement with the UCC that includes the establishment and funding of the Litigation Trust in connection with treatment of the Other Unsecured Claims, and the compromise and settlement of potential Causes of Action, including any and all of the UCC's potential (a) objections or challenges to the amount, validity, perfection, enforceability, priority or extent of the Prepetition Loans or the Prepetition Secured Parties' Liens (as defined in the Final DIP Order) and (b) assertions or actions for preferences, fraudulent transfers or conveyances, other avoidance power claims or any other claims, counterclaims or causes of action, objections, contests or defenses against the Prepetition Secured Parties). Taking into account the current facts and circumstances of these chapter 11 cases, the Committee has determined that the agreements embodied in the Plan, including the foregoing, and the recoveries provided to the holders of Class 4A Claims and Class 4B Claims thereunder, represent a fair and reasonable resolution of the rights and interests of the Debtors' creditors. As such, the Committee supports the Plan.

Inquiries

If you have any questions about the packet of materials you have received, please contact Kurtzman Carson Consultants LLC, the Debtors' voting agent (the "**Voting Agent**"), at 1-877-709-4758 (domestic toll-free) or 1-424-236-7236 (international) or via email at speedcastinfo@kccllc.com. Additional copies of the Disclosure Statement, the Plan, and the Plan Supplement (when filed) are or will be available upon written request made to the Voting Agent at the following address:

SpeedCast International Ballot Processing
c/o KCC LLC
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245

Copies of the Disclosure Statement, which includes the Plan and the Plan Supplement (when filed) are also available on the Voting Agent's website, <http://www.kcccl.net/speedcast>. PLEASE DO NOT DIRECT INQUIRIES TO THE BANKRUPTCY COURT.

WHERE TO FIND ADDITIONAL INFORMATION: The Company files annual reports with, and furnishes other information to, the Australian Securities and Investments Commission ("ASIC"). Copies of any document filed with ASIC may be obtained (i) by visiting the Financial Reports section of Speedcast's website, at <https://www.speedcast.com/investor-relations/financial-reports> or (ii) by searching against Speedcast's Australian Stock Exchange (the "ASX") ticker code of "SDA" on the ASX website at www.asx.com.au. Each of the following reports is incorporated as if fully set forth herein and is a part of the Disclosure Statement. Reports filed with ASIC on or after the date of the Disclosure Statement are also incorporated by reference herein.

- Appendix 4D and Financial Statements for the Half Year Ended 30 June 2019.
- Annual Report and Consolidated Financial Statements for the year ended 31 December 2018.

II. SUMMARY OF PLAN TREATMENT

Treatment of Claims and Interests

The following table summarizes: (i) the type of Claims and Interests under the Plan; (ii) which Classes are impaired by the Plan; and (iii) which Classes are entitled to vote on the Plan. The table is qualified in its entirety by reference to the full text of the Plan. A detailed discussion of the analysis underlying the estimated recoveries, including the assumptions underlying such analysis, is set forth in the Valuation Analysis, attached hereto as Exhibit F.

<u>Class</u>	<u>Type of Claim or Interest</u>	<u>Impairment and Entitlement to Vote</u>	<u>Estimated Allowed Amount and Approx. Percentage Recovery</u>
Class 1	Other Priority Claims	Unimpaired No (Deemed to accept)	Estimated Allowed Amount: N/A Estimated Percentage Recovery: N/A
Class 2	Other Secured Claims	Unimpaired No (Deemed to accept)	Estimated Allowed Amount: N/A Estimated Percentage Recovery: N/A

<u>Class</u>	<u>Type of Claim or Interest</u>	<u>Impairment and Entitlement to Vote</u>	<u>Estimated Allowed Amount and Approx. Percentage Recovery</u>
Class 3	Syndicated Facility Secured Claims	Unimpaired Yes ⁵	Estimated Allowed Amount: \$150 million Estimated Percentage Recovery: 100%
Class 4A ⁶	Unsecured Trade Claims	Impaired Yes	Estimated Allowed Amount: \$67 million - \$93 million Estimated Percentage Recovery: 27% -37%
Class 4B ⁶	Other Unsecured Claims ⁷	Impaired Yes	Estimated Allowed Amount: \$507 million - \$516 million ⁸ Estimated Percentage Recovery: ≥0%
Class 5	Intercompany Claims	Unimpaired No (Deemed to accept / reject)	Estimated Allowed Amount: TBD Estimated Percentage Recovery: 100%/0%

⁵ The Debtors are soliciting votes to accept or reject the Plan from holders of Syndicated Facility Secured Claims to the extent Class 3 is determined to be Impaired under the Plan by the Bankruptcy Court. The Debtors reserve all rights to the extent Class 3 is determined to be Impaired.

⁶ Estimated Allowed Unsecured Trade Claims and Other Unsecured Claims amounts are based on the Company's books and records and proofs of Claim compiled as of August 16, 2020. In connection with the Debtors' restructuring, the Debtors have sought to negotiate cure amounts with certain suppliers, vendors, and other significant contract counterparties in connection with the anticipated assumption or rejection of such parties' executory contracts under section 365 of the Bankruptcy Code. *See infra* pp. 23-24. Certain of these counterparties are expected to be classified as Class 4A Unsecured Trade Creditors. Any cure payments made by the Debtors on account of assumed or rejected executory contracts will reduce the Estimated Allowed Amount in Class 4A by a corresponding amount, and any remaining amounts owed on account of such assumed or rejected executory contracts may be subject to deficiency claims that will recover as Class 4A Unsecured Trade Claims. A party receiving a cure payment may receive a higher recovery than the Estimated Percentage Recovery.

⁷ Other Unsecured Claims include Syndicated Facility Deficiency Claims in an aggregate amount of approximately \$483 million.

⁸ For purposes of the Estimated Percentage Recovery in Class 4B, potential recoveries arising from Causes of Action transferred to the Litigation Trust, if any, have not been calculated by the Debtors. The Debtors cannot assure holders of Other Unsecured Claims that any recoveries will be realized from these Causes of Action.

<u>Class</u>	<u>Type of Claim or Interest</u>	<u>Impairment and Entitlement to Vote</u>	<u>Estimated Allowed Amount and Approx. Percentage Recovery</u>
Class 6	Subordinated Claims	Impaired No (Deemed to reject)	Estimated Allowed Amount: TBD Estimated Percentage Recovery: 0%
Class 7	Parent Interests	Impaired No (Deemed to reject)	Estimated Allowed Amount: TBD Estimated Percentage Recovery: 0%
Class 8	Intercompany Interests	Unimpaired / Impaired No (Deemed to accept / reject)	Estimated Allowed Amount: TBD Estimated Percentage Recovery: 100%/0%

Classification of Claims Under Class 4A

In preparing their go-forward business plan, the Debtors determined, in the exercise of their business judgment, that to maintain (and not harm) crucial business relationships, it was necessary that certain vendors, suppliers, and other contract counterparties who are essential to the Debtors' business continue to work with the Company on the same or better terms as currently in effect. In constructing the Plan and driven by their business needs, the Debtors decided to classify certain essential vendors, suppliers, and other contract counterparties in Class 4A. To determine which creditors to classify as holders of Unsecured Trade Claims, the Debtors considered factors including their ability to replace the supplier, vendor, or other significant contract counterparty and whether such supplier, vendor, or other significant contract counterparty was essential to maintaining the Debtors' go-forward business and operations. The Company's Chief Restructuring Officer, Michael Healy, and the Company's highly experienced senior management and supply chain teams worked closely with FTI to determine, in their business judgment, which suppliers, vendors, or other significant contract counterparties met the criteria for inclusion in Class 4A. Specifically, the process for selecting creditors who satisfied the criteria for Class 4A included first identifying key counterparties; then assessing claimants previously identified for a negotiated cure agreement in connection with the Company's general management review process (*see supra* at 23-24); and finally individually assessing the next 200 largest claimants—in addition to reviewing the list of all general unsecured claimants—to identify any additional suppliers, vendors, or other significant contract counterparties essential to the Debtors' business on a go-forward basis. A schedule of Unsecured Trade Creditors classified in Class 4A is attached hereto as **Exhibit J**.

Establishment and Funding of Litigation Trust

Pursuant to the Plan, the Debtors will establish a Litigation Trust to pursue Causes of Action transferred to the Litigation Trust and to distribute the proceeds of any recovery thereon to holders of Allowed Other Unsecured Claims. On the Effective Date, the Debtors will transfer to the

Litigation Trust: (i) cash in the amount of \$2,500,000; (ii) all Causes of Action by or on behalf of any Debtor or Debtor's Estate against (A) Non-Released Parties (and, if a Non-Released Party is a former director or officer of the Debtors, solely to the extent of available proceeds under the applicable D&O Policy), and (B) other persons to be mutually determined by the Debtors, the Plan Sponsor, and the Creditors' Committee, including Causes of Action, if any, arising under the Bankruptcy Code, state or other applicable or similar fraudulent transfer statutes, or claims arising under state or other applicable law based upon negligence, breach of fiduciary duty, lender liability, and/or other similar Causes of Action; and (iii) all Causes of Action of any Debtor, the Debtors' Estates, and the Reorganized Debtors arising under any D&O Policy, subject to limitations and certain exceptions set forth in the Plan; *provided*, that Litigation Trust Causes of Action shall not include (x) any Causes of Action against any Released Party that is released pursuant to the Plan and (y) Causes of Action against holders of Allowed Unsecured Trade Claims and any counterparty to an executory contract or unexpired lease under section 365(b)(1)(A) of the Bankruptcy Code that has been assumed by the Reorganized Debtors to the extent such counterparty is not otherwise a Non-Released Party. The Litigation Trust shall be governed by the Litigation Trust Agreement and administered by the Liquidation Trustee selected by the Creditors' Committee with the reasonable consent of the Debtors.

CACIB Claims

Credit Agricole Corporate and Investment Bank's ("CACIB") claim of \$800,000, referred to as the Priority Recovery Claim in the settlement agreement (Docket No. 680-1) (the "**CACIB Settlement Agreement**") between the Debtors and CACIB, is deemed Allowed, and was deemed Allowed pursuant to the *Order (I) Authorizing and Approving the Settlement by and among the Debtors, Credit Agricole Corporate and Investment Bank and Certain Lender Parties and (II) Granting Related Relief* (Docket No. 784) (the "**CACIB Settlement Order**"). On the Effective Date, CACIB shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for the Priority Recovery Amount, Cash in an amount of \$800,000.

III. OVERVIEW OF DEBTORS' OPERATIONS

Business Overview

The Debtors and their non-Debtor affiliates (the "**Non-Debtor Affiliates**") and together with the Debtors, the "**Company**") are an international remote communications and information technology ("**IT**") services provider focused on delivering communications solutions through a multi-access technology, multi-band, and multi-orbit network utilizing more than 80 satellites and interconnecting global terrestrial network, bolstered by extensive on-the-ground local support in more than 40 countries. The Company provides managed information services with differentiated technology offerings, including cybersecurity, crew welfare, content solutions, data and voice applications, Internet of Things ("**IoT**") solutions, and network systems integration services. The Company's primary customers are in the cruise, energy, government, and commercial maritime businesses. In 2019, the Company served more than 3,200 customers in over 140 countries across a wide range of industries.

The Company operates across four key business verticals: (i) Commercial Maritime and Cruise (the “**Maritime Business**”); (ii) Energy (the “**Energy Business**”); (iii) Enterprise & Emerging Markets (the “**EEM Business**”), and (iv) Government (the “**Government Business**”).

The Maritime Business. The Maritime Business provides remote and secure communications services primarily to yachting, commercial shipping, passenger vessel, fishing, and offshore vessel customers that require broadband connectivity and other services. The Company serves about 50% of ocean-going cruise ships globally, and the Company uses Very Small Aperture Terminal (“**VSAT**”), L-Band, and 4G/LTE networks to deliver communications across oceans and coastlines to its commercial shipping and cruise clients. VSAT is used by the Company’s yachting customers to secure high quality internet connections and multimedia content delivery. Commercial shipping vessels include cargo, tanker, bulk, container, and service ships. The main uses for VSAT communications solutions in relation to commercial shipping vessels include accessing corporate networks, crew communication, and ship operation, a function increasingly performed remotely. Passenger vessels are primarily cruise operators that require bandwidth services for the operation of the vessel and for crew and passenger connectivity. Fishing vessels are operators who are primarily engaged in the global fishing industry and require bandwidth services for the operation of their vessel, communications and crew welfare. Offshore vessels include offshore support vessels that perform support functions for offshore rigs including research and surveying, construction, logistics, and platform support and development.

The Energy Business. The Company’s Energy Business provides high-bandwidth remote communication services to all segments of the global energy industry, including companies involved in drilling and exploration, floating production storage, offloading, offshore service, general service, engineering, and construction. The Company provides the necessary expertise, infrastructure, and network capacity to their energy customers to keep vital applications running and crews connected to support operations and the safety of customers’ employees.

The Company holds a market leading position in the provision of satellite communication services to the oil and gas industry with a market share of 22%. The Company is the market leader in deepwater connectivity and is the global partner to the world’s largest oilfield services company. VSAT communication solutions are a critical part of the communications networks for energy customers, whose operations are often in remote areas beyond the reach of landline or cellular network connections.

The Company also provides mission-critical connectivity between an organization’s different operational sites and headquarters. The high speed networks are used for real-time transmission of data for geologists and engineers, production volume monitoring, oil storage levels, video surveillance and remote operation of vehicles and machinery, and monitoring of IoT devices installed at the sites. For energy customers undertaking exploration activities, the Company offers terrestrial mobility solutions, leveraging mobile antennas such as vehicle mounted antennas and fly-away antennas. Other technologies such as Long Term Evolution (“**LTE**”), medium earth orbit (“**MEO**”), and other high-performance networks are now widely used in energy. Further diversification in energy is occurring with systems integration, professional services, and managed subsea fiber connectivity.

The EEM Business. The Company's EEM Business serves a wide range of markets and customers across multiple sectors, including cellular and telecom customers, humanitarian organizations, and utilities, mining, and media companies across multiple markets in the Pacific and South East Asia regions, South America, and the Sub-Saharan region of Africa. These services allow these enterprises and organizations to function in remote areas with limited access to wireless communications. The Company deploys engineering teams to carry out physical network design, installation, maintenance, and integration of infrastructure in these remote areas. The Company also provides mobile communications solutions for humanitarian and disaster response teams that can be used in harsh environments at unexpected times.

The Company's services to cellular and telecom operators can be grouped into the following categories—trunking, backhaul, and services provided to telecom operators as part of a broader end-user solution. Services operated on behalf of telecom operators are satellite services that telecom operators provide to their customers. The Company also generates wholesale voice revenue from telecom customers; this service is on a wholesale basis, allowing telecom operators to bundle the service with other telecommunications services.

The Government Business. The Company's Government Business provides secure, reliable, high-value solutions to end users in remote locations in over 100 countries around the world. The Government Business's customers include (i) U.S. government agencies (approximately 35%), (ii) defense and prime contractors (approximately 50%), and (iii) international governments and inter-governmental organization (approximately 15%).

The Government Business unit includes the combined capabilities of the legacy UltiSat and Globecom government business entities. In support of its customers, the Government Business provides: (i) managed satellite and wireless network and information services; (ii) engineering and technical services incorporating complex systems integration projects and/or high-touch professional services; and (iii) manned and unmanned airborne beyond line-of-sight technology, connectivity, and intelligence/surveillance/reconnaissance solutions in support of government aircraft missions.

Satellite networks are utilized by this segment to provide connectivity between forward deployed units and their command centers as well as to provide aid recovery and humanitarian solutions after natural disasters or military conflict. The Government Business also supplies equipment and services to military organizations to establish communications networks used for troop personnel welfare, allowing military personnel to communicate with friends and family back home including access to education, training, and entertainment services.

The Company's Government Business unit is one of 12 companies qualified to sell commercial satellite communications solutions to the Defense Information Systems Agency. The acquisitions of UltiSat and Globecom have enabled the Company to deliver products and services to customers in the government sector that are more strictly regulated, including the U.S. military and intelligence agencies.

Debtors' Corporate History and Governance Structure

1. Corporate History

In September 1999, a group of investors, including Asia Satellite Telecommunications Holdings Limited (“**AsiaSat**”) founded the Company as a generalist satellite service provider offering primarily internet access services to the small–medium enterprise market. In 2007, the Company became a wholly owned subsidiary of AsiaSat.

In 2012, the Company was spun off from AsiaSat and, following a series of acquisitions of Australian and New Zealand satellite communications companies, reorganized as an Australian public company. In August 2014, the Company completed an initial public offering of 76.5 million shares (approximately 63.7% of outstanding shares at the time). On the same day, Speedcast's shares commenced trading on the ASX under the ticker symbol “SDA.”

Since 2012, the Company has pursued a targeted M&A strategy aimed at obtaining geographic and industrial diversification, economies of scale, and operational efficiencies. The Company has acquired 16 distinct business since 2012, including three major acquisitions which were completed between 2017 and 2019:

- (a) **Harris CapRock Acquisition.** On January 1, 2017, the Company acquired Harris CapRock, a leading provider of communications networks for remote and harsh environments, for \$425 million, funded, in part, by a fully underwritten syndicated debt facility of \$385 million (the “**Senior Secured Bank Loan**”). The Senior Secured Bank Loan and Accordion Facility (as defined herein) were subsequently refinanced via the proceeds of the Syndicated Facility Agreement (as defined herein).
- (b) **UltiSat Acquisition.** On November 1, 2017, the Company acquired UltiSat Inc. (“**UltiSat**”), a leading provider of remote communications and professional services to governments, international government organizations and NGOs, for \$100 million in cash, funded, in part, by a \$60 million accordion facility (the “**Accordion Facility**”).
- (c) **Globecomm Acquisition.** On December 14, 2018, the Company acquired Globecomm Systems Inc. (“**Globecomm**”), a leading provider of remote communications networks to both government and commercial clients, for \$135 million, funded with proceeds of the Incremental Term Loan (as defined herein).

2. Corporate and Governance Structure

The Company consists of more than 95 entities organized in numerous jurisdictions. Speedcast is publicly listed on the ASX. At the Company's request, Speedcast is currently suspended from quotation from the ASX (as discussed below). All the Debtors are direct or indirect subsidiaries of Speedcast. A copy of the Company's organization chart, showing both the Debtors and the Non-Debtor Affiliates, is annexed hereto as **Exhibit B**.

Speedcast's Board of Directors consists of four independent members:

<u>Name</u>	<u>Position</u>
Stephe Wilks	Independent Director / Chair
Grant Scott Ferguson	Independent Director
Michael Martin Malone	Independent Director
Peter Jackson	Independent Director

On August 27, 2019, following lower than expected half-year results for FY19, the Company announced the implementation of a board renewal process. As part of the process, the Company announced Stephe Wilks' appointment as Independent Director and Chairman of the Board of Directors and John Mackay's resignation from his position as Director and Chairman of the Board of Directors. On September 27, 2019, the Company further announced the appointments of Peter Shaper and Joe Spytek (who, as discussed below, no longer sit on the Board of Directors) as Executive Directors and Caroline van Scheltinga's retirement from the Board of Directors. Including Stephe Wilks, the Company currently has four Independent Directors. Independent Directors Peter Jackson, Grant Scott Ferguson, and Michael Martin Malone were appointed as Independent Directors in 2012, 2013, and 2014, respectively.

On August 23, 2020, Joe Spytek gave notice to the Company that he would be resigning as a member of the Board of Directors of the Company. On August 28, 2020, the Board of Directors accepted the resignation tendered by Joe Spytek as a member of the Board of Directors of the Company and on such date, his resignation was effective.

On August 24, 2020, Peter Shaper gave notice to the Company that he would be resigning as Chief Executive Officer of the Company. On August 28, 2020, the Board of Directors accepted the resignation tendered by Peter Shaper as Chief Executive Officer and member of the Board of Directors of the Company and on such date, his resignation was effective.

The Company has highly experienced managers for its operations. The Company's senior management team consists of the following individuals:

<u>Name</u>	<u>Position</u>
Joe Spytek	President / Chief Commercial Officer
Peter Myers	Chief Financial Officer
John Truschinger	Chief Administrative Officer
Dominic Gygell	General Counsel
Chris Hill	Chief Technology Officer

3. Proxy Board

As outlined above, on November 1, 2017, the Company acquired UltiSat and on December 14, 2018, the Company acquired Globecom. UltiSat and Globecom (collectively, the “**Proxy Companies**”), which together with their respective subsidiaries are Non-Debtor Affiliates, form the Company’s Government Business, are managed through that certain Proxy Agreement with Respect to Capital Stock of Ultisat, Inc., dated November 26, 2018, by and among Speedcast, Speedcast Group Holdings Pty Ltd., Speedcast Americas, Inc., UltiSat, and James David Bryan, Rand Hilton Fisher, and Paul Theodore Hengst (collectively, the “**Proxy Board**”), and the U.S. Department of Defense (the “**Proxy Agreement**”), as required by the U.S. National Industrial Security Program (“**NISP**”).

The Proxy Agreement is an instrument designed to mitigate the risk of foreign ownership, control, or influence over a U.S. entity that has security clearance under the NISP. The Proxy Agreement enables the Government Business to have access to classified information and to compete for, receive, and perform classified contracts with the U.S. Department of Defense. The Proxy Agreement conveys the Company’s voting rights to the Proxy Board and places certain restrictions on sharable information and interactions between the Government Business and the rest of the Company. The Proxy Board is comprised of three U.S. citizens cleared and approved by the U.S. Defense Counterintelligence and Security Agency (formerly, the Defense Security Services).

The Proxy Board ensures that the Government Business operates independently from the remainder of the Company. However, there is operational cooperation between the Government Business and the rest of the Company, with both parties providing services to the other through that certain Master Services Agreement for Cooperative Commercial Arrangements, dated June 30, 2018, by and between UltiSat and Speedcast Communications, Inc.

4. Special Restructuring Committee

In connection with the Company’s evaluation of strategic alternatives, the Board of Directors established the Special Restructuring Committee (as defined below) to, among other things, evaluate and negotiate the potential sale, restructuring, or other strategic transactions for the Company. This is discussed further in Section V (Formation of the Special Committee) below.

Equity Ownership

Speedcast is a public company and files annual reports with, and furnishes other information to, ASIC. Historically, Speedcast’s shares were listed on the ASX under the ticker symbol “SDA.” However, on February 3, 2020, following the Company’s announcement that its FY19 results would be 10% lower than expected by previous guidance, Speedcast requested that its shares be placed in a trading halt. On February 5, 2020, Speedcast further requested that the securities of Speedcast be suspended from quotation from the ASX until the release of official financial results for FY19. Further extension requests for suspension from the ASX were made in February and March 2020. As of January 31, 2020, the last date on which Speedcast’s common shares were trading on ASX, the share price of Speedcast closed at \$0.79 AUD per share.

Prepetition Indebtedness

As of the Petition Date, the Debtors had outstanding funded debt obligations in the aggregate principal amount of approximately \$689.1 million, consisting of approximately (i) \$97.6 million of borrowings under the Revolving Credit Facility (as defined herein) and (ii) \$591.4 million in Term Loans (as defined herein). In addition, as of the Petition Date, the Debtors had approximately \$10.6 million Prepetition Credit Facility Outstanding Letters of Credit (as defined herein).

1. Syndicated Facility Agreement

Certain of the Debtors are parties to that certain Syndicated Facility Agreement, dated as of May 15, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “**Syndicated Facility Agreement**” and the lenders thereunder, the “**Prepetition Lenders**”) by and among (i) Speedcast and certain of its subsidiaries, as borrowers, (ii) the lenders party thereto, (iii) the Issuing Banks (as defined in the Syndicated Facility Agreement), and (iv) Black Diamond Commercial Finance, L.L.C., as successor to Credit Suisse AG, Cayman Islands Branch, as administrative agent, collateral agent, and security trustee (the “**Prepetition Agent**”). Under the Syndicated Facility Agreement, the Debtors received: (a) a \$425 million senior secured credit facility with coupon of LIBOR plus 2.50% maturing on May 15, 2025 (the “**Initial Term Loans**”); and (b) a \$100 million senior secured revolving credit facility maturing on May 15, 2023 (the “**Revolving Credit Facility**”), including a \$30 million letter of credit sub-facility, under which \$10.6 million of letters of credit were outstanding as of the Petition Date (the “**Prepetition Credit Facility Outstanding Letters of Credit**”).

In October 2018, the Debtors received an additional \$175 million of term loans under the Syndicated Facility Agreement (the “**Incremental Term Loans**,” and together with the Initial Term Loans, the “**Term Loans**”) to fund the acquisition of Globecomm. The Incremental Term Loans share the same terms with the Initial Term Loans, which were collectively priced at LIBOR plus 2.75% under the incremental amendment.

Under the Syndicated Facility Agreement, if on the last day of any fiscal half-year period the aggregate revolving credit exposure equals or exceeds 35% of the total revolving commitments at such time, Speedcast may not permit the net leverage ratio (net debt to EBITDA) as of such date to be greater than (a) so long as certain specified events have not occurred, and with respect to any period through and including December 31, 2020, 4.50x; and (b) with respect to each subsequent period, 4.00x (the “**Net Leverage Covenant**”).

2. Hedging Agreements

On May 15, 2018, Speedcast and ING Bank N.V. (“**ING**”) entered into that certain ISDA 2002 Master Agreement (the “**ING ISDA Master Agreement**” and, together with the schedule thereto, confirmations thereunder and all other documentation executed in connection with any of the foregoing, the “**ING Swap Documents**”). On May 16, 2018, Speedcast and CACIB entered into that certain ISDA 2002 Master Agreement (“**CACIB ISDA Master Agreement**” and, together with the schedule thereto, confirmations thereunder and all other documentation executed in connection with any of the foregoing, the “**CACIB Swap Documents**”). Speedcast utilized the ING Swap Documents and the CACIB Swap Documents to hedge its exposure to interest rate

fluctuations under its Syndicated Facility Agreement. As of the Petition Date, the mark-to-market value of outstanding hedge obligations owed to ING was approximately \$11.1 million and the mark-to-market value of outstanding hedge obligations owed to CACIB was approximately \$23.8 million.

3. Asset Financing Arrangements

Certain of the Debtors are also parties or guarantors to asset financing arrangements with: (i) ST Engineering iDirect (Europe) CY NV (“**Newtec**”), a seller of hardware engaged in the business of designing, developing, and manufacturing equipment, software and technologies for satellite communication; and (ii) Thrane & Thrane A/S and Seal Tel Inc. (each d/b/a “**Cobham**”), manufacturers of satellite and radio communication terminals and earth stations for land, marine, and airborne applications, along with Australia and New Zealand Banking Group Limited (“**ANZ**”), for equipment used as part of the Debtors’ operations (together, the “**Financing Arrangements**”). As of the Petition Date, the Debtors had outstanding obligations under the Financing Arrangements in the amount of (a) \$10.8 million and (b) \$3.7 million, respectively.

Newtec Financing Arrangement. On November 22, 2019, Speedcast Limited and Speedcast entered into a financing agreement (the “**Newtec Agreement**”) with Newtec, pursuant to which Speedcast Limited agreed to purchase certain hardware and software for its satellite communication network, including modems (the “**Newtec Equipment**”) from Newtec on credit. Under the Newtec Agreement, Speedcast Limited agreed to pay Newtec \$15,024,650 (the “**Newtec Principal Amount**”) for the Newtec Equipment via a down payment in the amount of \$2,500,000 followed by twenty-three (23) monthly installment payments in the amount of \$544,550, beginning in February 2020. Pursuant to the terms of the Newtec Agreement, Newtec retains title to the Newtec Equipment until Speedcast Limited has made the twentieth (20th) payment. Speedcast guarantees Speedcast Limited’s obligations under the Newtec Agreement. The Newtec Agreement permits Speedcast Limited and certain affiliates, including some of the Debtors, to possess and use the Newtec Equipment, which the Debtors use to provide services to the majority of their material customers, during the financing period. As of the date of this Disclosure Statement, Speedcast Limited has outstanding obligations in the amount of approximately \$7.9 million under the Newtec Agreement.

Cobham Financing Arrangement. On November 1, 2017, Speedcast Limited entered into an Agreement of Re-Sale (the “**Cobham Resale Agreement**”) with Cobham, pursuant to which Speedcast Limited and its affiliates agreed to purchase certain equipment, including antennas (the “**Cobham Equipment**”), for resale to their customers. Under the Cobham Resale Agreement, Speedcast Limited agreed to make payments for the Cobham Equipment pursuant to separate individual purchase orders. Pursuant to the Cobham Resale Agreement, Cobham retains all title to the Cobham Equipment until Cobham has received in full all sums due to it in respect of the Cobham Equipment. SpeedCast International Limited guarantees Speedcast Limited’s obligations under the Cobham Resale Agreement.

On June 15, 2018, in connection with the Cobham Resale Agreement, Speedcast Limited entered into a Long Term Credit Agreement with Cobham (the “**Cobham Credit Agreement**”), pursuant to which Speedcast Limited and certain of its affiliates were permitted to purchase the Cobham Equipment on credit, with the initial credit limit under such arrangement totaling \$8,600,000.

The Cobham Credit Agreement provides that Cobham may transfer the BoEs (as defined herein) to ANZ or another bank of Cobham's choosing. On December 10, 2018, Speedcast entered into a Guarantee with ANZ, pursuant to which SpeedCast International Limited agreed to guarantee Speedcast Cyprus Ltd.'s ("**Speedcast Cyprus**") obligations under any applicable Bills of Exchange that ANZ may purchase from Cobham.

On June 20, 2019, the Cobham Credit Agreement was amended to (i) replace Speedcast Limited with Speedcast Cyprus, as the Speedcast contracting party and (ii) limit the credit available under the Cobham Credit Agreement to those purchase orders placed by Speedcast Cyprus. Under the Cobham Credit Agreement, Speedcast Cyprus and Cobham entered into two Bills of Exchange (the "**BoEs**"): (i) the first dated December 14, 2018 with total payments of \$8,600,000 and (ii) the second dated July 12, 2019 with total payments of \$5,545,220.96. The Cobham Credit Agreement permits Speedcast Cyprus to install the Cobham Equipment on customers' vessels and use the Cobham Equipment for provision of services while the amounts owed under the BoEs are outstanding.

Pursuant to a Bills of Exchange Purchase Agreement, by and between Cobham and ANZ, dated July 5, 2019, Cobham sold its interest, rights and obligations in the BoEs to ANZ. On July 5, 2019, in connection with the sale of the BoEs to ANZ, Speedcast Cyprus entered into a Fixed and Floating Charge Debenture with ANZ, pursuant to which Speedcast Cyprus granted ANZ a charge in the equipment Speedcast Cyprus purchased under the Cobham Credit Agreement. Further, on July 5, 2019, in connection with the sale of the BoEs to ANZ, Speedcast entered into a second Guarantee with ANZ, pursuant to which Speedcast agreed to guarantee Speedcast Cyprus's obligations under the BoE constituting the Tranche 1 Facility under the Bills of Exchange Purchase Agreement. As of the date of this Disclosure Statement, Speedcast Cyprus has outstanding obligations of approximately \$8.2 million owed to ANZ under the BoEs.

4. Other Claims

The Debtors have other claims against them that do not consist of long-term funded debt. In the ordinary course of their business, the Debtors incur trade debt with numerous vendors in connection with their operations. The Debtors have a number of unsecured prepetition obligations to certain of their vendors that do not benefit from non-bankruptcy lien rights or setoff rights.

On June 30, 2020, the Debtors filed their schedules of assets and liabilities (the "**Schedules**") and statements of financial affairs (the "**Statements**") detailing known claims against the Debtors. As of October 6, 2020, over 1,399 proofs of Claim had been filed against the Debtors asserting in the aggregate approximately \$1.2 billion Claims.

Prepetition Legal Proceedings

Certain Debtors are named as defendants from time to time in routine litigation proceedings. In management's view, claims made in connection with the legal proceedings will be allowed in an amount that is less than the claimed amount, and the outcome of these proceedings will not have a material adverse effect on the Debtors' financial position, results of operations, or cash flows. The Debtors, however, cannot predict with certainty the outcome or effect of pending or threatened litigation or legal proceedings, and the eventual outcome could materially differ from their current

estimates. Speedcast's Board of Directors is not aware of any current litigation, pending or threatened litigation or other legal proceedings, which may have a material and adverse effect on Speedcast.

Intercompany Claims

To manage each entity's individual cash or operational needs, the Company engages in intercompany transactions (the "**Intercompany Transactions**") through which cash is transferred from one entity to another or an invoice is paid on another's behalf and a payable owed by the receiving entity is documented. These Intercompany Transactions are recorded either through (i) an executed intercompany note or loan (the "**Intercompany Loans**") or (ii) accounting entries in the books for the applicable entities. The Company tracks all Intercompany Transactions in its accounting systems and is able to ascertain, trace, and account for all Intercompany Transactions. Intercompany Transactions are settled or repaid on an ongoing basis. To the extent that an entity incurs a payable in the course of any Intercompany Transactions, without settlement, an intercompany claim (an "**Intercompany Claim**") arises in favor of such entity.

The Debtors have not sought authority from the Bankruptcy Court to pay or settle amounts outstanding on account of any prepetition Intercompany Transactions during the pendency of the Chapter 11 Cases. Under the Plan, all intercompany agreements are deemed to be, and shall be treated as, executory contracts and on the Effective Date, shall be assumed and all Intercompany Claims may be adjusted, continued, settled, reinstated, discharged, eliminated, or otherwise managed in accordance with section 4.6 of the Plan

IV. KEY EVENTS LEADING TO COMMENCEMENT OF CHAPTER 11 CASES

Business Decline and COVID-19

Financial results for the Company in 2019 were lower than expected reflecting a number of factors including (i) compression in margins; (ii) higher than expected revenue declines in Speedcast's Globecom business compared to the initial investment case; (iii) cost-saving measures hampering the realization of integration scale benefits; and (iv) high debt levels and weak cash flows impacting supplier relationships and constraining improvement programs.

To address these weaker trading conditions, in early 2020 the Company decided that it would seek to raise equity and complete a management reorganization. These steps were to be undertaken with the aim of (i) making a one-time investment in transformation to properly integrate acquired businesses, improving information systems, delivering service efficiencies, and upgrading the Company's platform to unlock bandwidth savings; (ii) reducing supplier arrears, improving trade terms, and strengthening commercial relationships by moving to strategic partnerships; and (iii) deleveraging and improving liquidity.

By March 2020, it was evident that the sudden onset of the COVID-19 pandemic, volatile macro-economic conditions in the global energy market, and extreme volatility in global capital markets meant that the prospect of recapitalizing the company by way of an equity issue was no longer viable.

The significant impact on the prospects for the Company's Maritime Business and Energy Business along with the above mentioned headwinds that contributed to the lower than expected FY19 financial results, made clear that the Company would not be able to satisfy the Net Leverage Covenant under the Syndicated Facility Agreement.

In March 2020, the Company announced that, given the equity market conditions precluding a meaningful equity raise, it had retained Moelis (as defined herein) to advise on funding and recapitalization alternatives, including the potential sale or merger of the Company, select asset sales, and/or other financing options.

The Company subsequently considered a number of alternative paths to address its capital structure and liquidity needs, including conducting a multi-track strategic and financial alternative process with the assistance of the Company's professional advisors, which included execution of a forbearance agreement, a new secured debt financing, exploration of a sale of some or all of the Company's assets, and restructuring options. Given its global footprint, the Company spent a significant amount of time and resources analyzing restructuring alternatives in foreign jurisdictions, particularly in Australia. After considering these matters, Speedcast's Board of Directors commenced the Chapter 11 Cases to facilitate restructuring the Company, protect its operations and employees, and preserve value for its stakeholders.

Entry into a Forbearance Agreement

Starting in March 2020, Speedcast and its advisors actively engaged in discussions and negotiations regarding restructuring alternatives with an ad hoc group of syndicated lenders under the Syndicated Facility Agreement (the "**Ad Hoc Group**", as the composition thereof may change from time to time), represented by Davis Polk & Wardwell LLP and Greenhill & Co., LLC, and the Prepetition Agent, represented by Skadden, Arps, Slate, Meagher & Flom LLP and King & Wood Mallesons. To provide Speedcast with the necessary runway to consider its restructuring and liquidity options, on April 1, 2020, Speedcast executed a forbearance agreement with certain lenders under the Syndicated Facility Agreement (the "**Forbearance Agreement**"), whereby the Ad Hoc Group and the Prepetition Agent agreed to provide temporary forbearance of actions under the Syndicated Facility Agreement as a result of the potential breach of the Net Leverage Covenant, and other breaches including the non-payment of interest and amortization due on March 31, 2020. On April 17, 2020, to provide additional time for the Debtors' preparation for the Chapter 11 Cases and negotiations relating to the Original DIP Facility, the Ad Hoc Group and the Prepetition Agent agreed to extend the outside termination date of the Forbearance Agreement from April 17, 2020, 11:59 p.m. New York time to April 24, 2020, 11:59 p.m. New York time.

V.

OVERVIEW OF CHAPTER 11 CASES

Commencement of Chapter 11 Cases

On April 23, 2020, the Debtors commenced their Chapter 11 Cases. The Debtors continue managing their properties and operating their businesses as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

First Day Motions

On the Petition Date, the Debtors filed multiple motions seeking various relief from the Bankruptcy Court to enable the Debtors to facilitate a smooth transition into chapter 11 and minimize any disruptions to the Debtors' operations (the "**First Day Motions**"). The Bankruptcy Court granted substantially all of the relief requested in the First Day Motions and entered various orders authorizing the Debtors to, among other things:

- Obtain postpetition financing and use cash collateral (Docket Nos. 49, 239);
- Continue insurance programs (Docket Nos. 52, 212);
- Pay certain prepetition taxes and assessments (Docket Nos. 54, 212);
- Continue the use of the Debtors' exiting cash management system, bank accounts, and business forms (Docket Nos. 80, 235);
- Pay prepetition obligations to critical vendors, foreign creditors, lien claimants, and 503(b)(9) claimants (Docket Nos. 85, 213);
- Pay prepetition wages, salaries, employee benefits, and other compensation and maintain employee benefit programs and pay related obligations (Docket No. 115);
- Provide adequate assurance of payment to utility companies (Docket No. 116); and
- Restrict certain transfers of equity interests in, and claims against, the Debtors and claims of certain worthless stock deductions (Docket No. 133, 435).

Procedural Motions and Retention of Professionals

The Debtors also filed various motions regarding procedural issues that are common to Chapter 11 Cases of similar size and complexity as these Chapter 11 Cases. The Bankruptcy Court granted substantially all of the relief request in such motions and entered various orders authorizing the Debtors to, among other things:

- Joint administration of the Debtors' Chapter 11 Cases (Docket No. 18);
- File a consolidated creditor matrix and a consolidated list of 30 largest unsecured creditors and modify the requirement to file a list of equity security holders (Docket No. 55);
- Establish procedures for the interim compensation and reimbursement of expenses of professionals (Docket No. 328); and
- Employ professionals utilized by the Debtors in the ordinary course of business (Docket No. 356).

Additionally, the Debtors have filed several applications and obtained authority to retain various professionals to assist the Debtors in carrying out their duties under the Bankruptcy Code during the Chapter 11 Cases. These professionals include (i) FTI Consulting, Inc. (including designating Michael Healy to serve as Chief Restructuring Officer); (ii) Moelis Australia Advisory Pty Ltd and Moelis & Company LLC (collectively, “**Moelis**”); (iii) Weil, Gotshal & Manges LLP; (iv) McKool Smith, P.C.; (v) Kurtzman Carson Consultants LLC; (vi) KPMG LLP, and (vii) Herbert Smith Freehills LLP. The Bankruptcy Court entered orders authorizing the retention of such professionals at Docket Nos. 357, 446, 355, 426, 79, 438, and 329, respectively.

On July 6, 2020, the Bankruptcy Court entered an order approving the Creditors’ Committee’s employment and retention of Hogan Lovells US LLP (“**Hogan Lovells**”) as counsel to the Creditors’ Committee (Docket No. 461). On July 15, 2020, the Bankruptcy Court entered an order approving the Creditors’ Committee’s employment and retention of Husch Blackwell LLP (“**Husch Blackwell**”) as co-counsel and conflicts counsel to the Creditors’ Committee (Docket No. 497). On July 27, 2020, the Bankruptcy Court entered an order approving the Creditors’ Committee’s employment and retention of Berkeley Research Group, LLC (“**BRG**”) as financial advisor to the Creditors’ Committee (Docket No. 544).

DIP Facilities and Cash Collateral

1. The Original DIP Facility

As discussed above, the Company’s financial position was first frustrated by lower-than-expected profits and cash flow in 2019 and further compounded by the 2020 decline in revenues in the Company’s Energy Business and Maritime Business resulting from the putative OPEC price war and the worldwide decline in demand due to COVID-19.

To pay their ordinary course operating expenses, finance the Chapter 11 Cases, and stabilize their business, the Debtors filed on the Petition Date the *Emergency Motion of Debtors for Entry of Interim and Final Orders (I) Authorizing Debtors to (A) Obtain Postpetition Financing and (B) Use Cash Collateral, (II) Granting Liens and Providing Claims with Superpriority Administrative Expense Status, (III) Granting Adequate Protection to the Prepetition Secured Parties, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing and (VI) Granting Related Relief* (Docket No. 27) to obtain postposition financing (“**Original DIP Financing**”) pursuant to a senior secured superpriority and priming debtor-in-possession term loan credit facility (the “**Original DIP Facility**”) subject to the terms and conditions set forth in that certain Senior Secured Superpriority Debtor-in-Possession Term Loan Credit Agreement, dated as of April 24, 2020 (as amended, supplemented, or otherwise modified from time to time, the “**Original DIP Credit Agreement**”), by and among Speedcast, Speedcast Communications, Inc., the lenders party thereto (the “**Original DIP Lenders**”), and Black Diamond Commercial Finance, L.L.C., as successor to Credit Suisse AG, Cayman Islands Branch, as administrative agent, collateral agent, and security trustee, in an aggregate principal amount of \$180 million, consisting of (i) new money term loans in the aggregate principal amount of \$90 million and (ii) term loans in an aggregate principal amount of \$90 million issued in substitution and exchange for prepetition debt owed under the Syndicated Facility Agreement on a dollar-for-dollar basis pursuant to the terms and conditions of the Original DIP Credit Agreement. The Original DIP Facility was guaranteed by SpeedCast International Limited and certain of its direct and indirect subsidiaries, including each

of the Debtors and certain non-Debtors. In addition, the Debtors requested authority to, among other things, (a) grant first-priority, priming, and junior liens and superpriority administrative expense claims to the Original DIP Lenders as security for the Original DIP Financing, (b) use cash collateral (as such term is defined in Section 363(a) of the Bankruptcy Code, the “**Cash Collateral**”), and (c) grant adequate protection to the Prepetition Lenders to the extent of any diminution of value of their interests in their collateral.

Additionally, the Original DIP Order (as defined below) provides for a forbearance of the Prepetition Secured Parties (as defined therein) from exercising any rights or remedies with respect to any obligations under the Syndicated Facility Agreement against both Debtor and non-Debtor loan parties.

On May 20, 2020, the Bankruptcy Court entered the *Final Order (I) Authorizing Debtors to (A) Obtain Postpetition Financing and (B) Use Cash Collateral, (II) Granting Liens and Providing Claims with Superpriority Administrative Expense Status, (III) Granting Adequate Protection to the Prepetition Secured Parties, (IV) Modifying the Automatic Stay, and (V) Granting Related Relief* (Docket No. 239) (the “**Original DIP Order**”), granting the relief sought in the motion, subject to the terms and conditions set forth in the Original DIP Order and the definitive documents related thereto.

2. The DIP Refinancing Facility

Given the longer than expected duration of plan negotiations with the Debtors’ key stakeholders, in July 2020, the Debtors invited Black Diamond and Centerbridge to submit additional or replacement DIP financing proposals to ensure these Chapter 11 cases could continue to be financed beyond the Debtors’ existing liquidity window. These negotiations led to the Debtors filing of the *Emergency Motion of Debtors for Entry of Interim and Final Orders (I) Authorizing Debtors to (A) Refinance their Postpetition Financing Obligations and (B) Use Cash Collateral, (II) Amending the Interim and Final Orders, and (III) Granting Related Relief* (Docket Nos. 686, 688) (the “**DIP Refinancing Motion**”), seeking Bankruptcy Court approval of the proposal from Centerbridge to refinance the Original DIP Facility and provide additional liquidity.

On September 18, 2020, the Bankruptcy Court entered the *Interim Order (I) Authorizing Debtors to (A) Refinance Their Postpetition Financing Obligations and (B) Use Cash Collateral, (II) Amending the Interim and Final Orders, and (III) Granting Related Relief* (Docket No. 724) (the “**DIP Refinancing Interim Order**”), authorizing Speedcast Communications, Inc. to obtain postpetition refinancing pursuant to a senior secured superpriority debtor-in-possession term loan credit facility in an aggregate principal amount of up to \$285 million (the “**DIP Refinancing Facility**”), of which \$220 million was approved on an interim basis upon entry of the DIP Refinancing Interim Order. The DIP Refinancing Facility is governed by that certain Senior Secured Superpriority Debtor-in-Possession Term Loan Credit Agreement, dated as of September 30, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**DIP Refinancing Credit Agreement**”), by and among SpeedCast International Limited, as parent, Speedcast Communications, Inc., as borrower, the lenders party thereto from time to time, and Belward Holdings, LLC, an affiliate of Centerbridge, as administrative agent, collateral agent and security trustee. The DIP Refinancing Facility is guaranteed by the same entities that guaranteed the Original DIP Facility. On October 5, 2020, the Bankruptcy Court entered the *Final*

Order (I) Authorizing Debtors to (A) Refinance Their Postpetition Financing Obligations and (B) Use Cash Collateral, (II) Amending the Interim and Final Orders, and (III) Granting Related Relief (Docket No. 777), which approved the DIP Refinancing Facility on a final basis. As of the date hereof, the Debtors have borrowed \$220 million under the DIP Refinancing Facility.

Hedge Terminations

1. ING Master Agreement

Pursuant to the Original DIP Order, the Bankruptcy Court authorized the termination of the ING Swap Documents, subject to the consent of each of the Debtors and ING. On May 22, 2020, following the entry of the Original DIP Order on May 20, 2020, ING notified Speedcast, among other things, that (i) all outstanding transactions under the ING ISDA Master Agreement were terminated on May 21, 2020 pursuant to the Original DIP Order, and (ii) an early termination amount of approximately \$11.1 million was owed to ING by Speedcast. The Debtors do not dispute the early termination amount of approximately \$11.1 million set forth in the proof of Claim filed by ING on June 27, 2020 (Claim No. 21).

2. CACIB ISDA Master Agreement

On April 27, 2020, CACIB notified Speedcast that CACIB was designating April 27, 2020 as the early termination date in respect of all outstanding transactions under the CACIB ISDA Master Agreement, citing an “event of default” allegedly caused by the commencement of the Chapter 11 Cases. On April 29, 2020, CACIB further notified Speedcast that Speedcast owed CACIB an early termination amount of approximately \$23.8 million (the “**CACIB Early Termination Amount**”) as a result of the early termination of the outstanding transactions under the CACIB ISDA Master Agreement. On June 1, 2020, CACIB further informed Speedcast of approximately \$19,000 of interest owed on the CACIB Early Termination Amount as of (but excluding) May 25, 2020. On June 3, 2020, CACIB filed a Notice of Appeal as to the Original DIP Order (Docket No. 276), ultimately resulting in an appeal (the “**Appeal**”), in the United States District Court for the Southern District of Texas before the Honorable Lee H. Rosenthal. The Debtors and CACIB resolved the Appeal pursuant to the CACIB Settlement Agreement, under which CACIB would receive a claim in an aggregate amount of \$23,803,088, consisting of an \$800,000 claim that is senior to the DIP Refinancing Facility and a \$23,003,008 claim that will be treated ratably with claims arising out of the Syndicated Facility Agreement. On October 6, 2020, the Bankruptcy Court entered the CACIB Settlement Order.

Formation of the Special Committee

On March 31, 2020, the Board of Directors resolved to approve the formation of a Special Restructuring Committee, as a sub-committee of the Board of Directors to make recommendation to the Board of Directors in connection with the Company’s evaluation of strategic alternatives. The Special Restructuring Committee (the “**Special Restructuring Committee**”) was established to, among other things, evaluate and negotiate the potential sale, restructuring, or other strategic transactions for the Company and to recommend to the Board of Directors the approval of such potential sale, restructuring or other strategic transactions. On March 31, 2020, Stephe Wilks and Michael Malone were appointed by the Board of Directors to serve on the Special Restructuring

Committee. Stephe Wilks was appointed as the Chair of the Special Restructuring Committee. Effective April 23, 2020, Carol Flaton, Hooman Yazhari, David Mack, each of whom is a director of Speedcast Americas, Inc., a Debtor and a wholly-owned subsidiary of Speedcast, were appointed to serve on the Special Restructuring Committee.

Appointment of Creditors' Committee

On May 6, 2020, the United States Trustee for Region 7 (the “**U.S. Trustee**”) appointed an official committee of unsecured creditors (the “**Creditors' Committee**”) pursuant to section 1102 of the Bankruptcy Code to represent the interests of unsecured creditors in these Chapter 11 Cases (Docket No. 154). The members of the Creditors' Committee are: (i) Inmarsat Global Limited (“**Inmarsat**”); (ii) Thrane & Thrane A/S Cobham SATCOM; (iii) Asia Satellite Telecommunications Co. Ltd; (iv) Intellian; (v) Telesat Canada; and (vi) APT Satellite Company Limited. The Creditors' Committee has retained Hogan Lovells and Husch Blackwell as counsel and BRG as its financial advisor. On May 12, 2020 the U.S. Trustee filed a notice of reconstitution of the Creditors' Committee (Docket No. 178), removing Intelsat and adding Inmarsat as member of the Creditors' Committee. New Skies Satellites, B.V. resigned from the Creditors' Committee on October 1, 2020.

New Material Contract with Intelsat

Intelsat US LLC and certain of its affiliated entities (“**Intelsat**”) are material providers of bandwidth uplink and related services to the Debtors. In the weeks leading up to the Petition Date, the Debtors and Intelsat engaged in negotiations regarding past due balances owed by the Debtors and an agreement by Intelsat to continue providing services to the Debtors given the essential nature of Intelsat's services. During those negotiations, a brief service outage period occurred. On April 21, 2020, Intelsat and Speedcast Communications Inc. (“**SCI**”), a Debtor in these Chapter 11 Cases and the borrower under the Debtors' Original DIP Facility and DIP Refinancing Facility, entered into a letter agreement (the “**Interim Agreement**”), which provided, among other things, that Intelsat would provide broadband uplink and related services to the Debtors through June 30, 2020, in the same manner in which, and at the overall standards of quality and availability at which, such services were provided to the Debtors immediately prior to March 20, 2020 in exchange for (i) \$24 million to Intelsat, delivered into a segregated account with an account control agreement in favor of SCI, and the amount of which is secured by a valid and enforceable lien and security interest in such amount, and (ii) a \$44 million claim in these Chapter 11 Cases, which claim is treated as a prepetition, general unsecured claim (“**Intelsat Claim**”). The Bankruptcy Court approved the Interim Agreement on April 23, 2020. On May 14, 2020, Intelsat and certain of its affiliates filed voluntary petitions for relief under the Bankruptcy Code in the United States Bankruptcy Court for the Eastern District of Virginia (the “**Intelsat Court**”).

Shortly after the Petition Date, Intelsat and the Debtors began negotiations on the terms of Intelsat providing bandwidth services to the Debtors from June 30, 2020 onwards, culminating in the execution of a new contract with Intelsat (“**Intelsat Contract**”). The Intelsat Contract provides, among other terms, that (i) Intelsat will provide bandwidth capacity, teleport uplink, colocation, IP terrestrial connectivity, technical support, and other related services by Intelsat to the Debtors from July 1, 2020 until September 30, 2021, (ii) Intelsat will provide minimum bandwidth capacity and access to additional bandwidth capacity each calendar month subject to a bandwidth cap,

(iii) Intelsat will provide Speedcast with unlimited use of its “FlexMaritime” global networks which are not included in the bandwidth cap, (iv) Speedcast will make fixed payments each month to Intelsat as well as “true-up” payments for excess bandwidth usage, and (v) Intelsat and Speedcast will release each other, including in respect to the Intelsat Claim.

This Court and the Intelsat Court have authorized each party’s entry into the Intelsat Contract on July 27, 2020 and July 29, 2020 respectively.

nbn Sale Process

Speedcast designs, builds, and manages enterprise satellite services for nbn co limited (“**nbn**”) pursuant to a master equipment and services supply agreement (“**MESSA**”), entered into by nbn and Speedcast Managed Services Pty Ltd (“**SMS**”) in February 2018.

On September 16, 2020, after diligence and negotiation, nbn and the Debtors entered into a certain “Transition Agreement”, which documented the elements of a sale of certain assets of SMS to nbn (the “**nbn Transaction**”). Consideration for the SMS Assets and provision of services under the Transition Agreement included: (i) payment by nbn of the purchase price, (ii) assumption by nbn of certain SMS contracts (“**SMS Proposed Assumed Contracts**”) (iii) assumption of all future liabilities and entitlements in respect of each SMS employee who accept an offer of employment with nbn, (iv) payment by nbn for the provision by SMS of the transition services prior to completion under the Transition Agreement, and (v) payment by nbn in relation to the accrued managed services fees and milestone payments under the MESSA. The total monetary consideration to be paid to SMS by nbn upon completion is approximately \$12.7 million, subject to adjustment at completion.

On September 22, 2020, the Debtors filed a motion (“**nbn Motion**”) and proposed sale order with the Bankruptcy Court (Docket No. 739) requesting relief authorizing and approving: the (i) Transition Agreement, (ii) the nbn Transaction free and clear of all liens, claims, interests and encumbrances, (iii) the assumption of the SMS Proposed Assumed Contracts, and procedures related thereto, including the calculation of the amount necessary to cure any monetary defaults under the SMS Proposed Assumed Contracts, and (iv) granting related relief. On October 28, 2020, the Bankruptcy Court entered an order approving the nbn Motion (Docket No. 879).

General Vendor Management

Over the course of the past several months, Speedcast’s management and FTI Consulting, Inc. (“**FTI**”), Speedcast’s financial advisor, jointly conducted a thorough review of Speedcast’s international vendor base and major executory contracts. The review included a look at historic vendor performance, alternate options in the marketplace, and the vendors’ core competencies in alignment with Speedcast’s long-term business plan. Certain vendor contracts were selected for assumption, as they were deemed to be considered essential to Speedcast’s future and/or may cause considerable operational issues if otherwise terminated. In an effort to reduce Speedcast’s exit costs, Speedcast and FTI proactively reached out to dozens of contracted vendors starting in June 2020 to discuss the future of their relationship with Speedcast and address outstanding pre-petition trade debt. Working closely with these vendors, Speedcast and FTI expect to achieve a meaningful debt reduction across the selected vendor group. The reductions are expected to translate into

lower cure payments, to be achieved through establishing a mutual understanding that lower exit costs may increase the likelihood of a long-term trade relationship.

Exclusivity

Section 1121(b) of the Bankruptcy Code provides for a period of 120 days after the commencement of a chapter 11 case during which time a debtor has the exclusive right to file a plan of reorganization (the “**Exclusive Plan Period**”). In addition, section 1121(c)(3) of the Bankruptcy Code provides that if a debtor files a plan within the Exclusive Plan Period, it has a period of 180 days after commencement of the chapter 11 case to obtain acceptances of such plan (the “**Exclusive Solicitation Period**,” and together with the Exclusive Plan Period, the “**Exclusive Periods**”). Pursuant to section 1121(d) of the Bankruptcy Code, the Bankruptcy Court may, upon a showing of cause, extend the Exclusive Periods. On September 17, 2020, the Bankruptcy Court entered the *Order Pursuant to Section 1121(d) of the Bankruptcy Code Extending Exclusive Periods* (Docket No. 710), which extended the Exclusive Periods to October 20, 2020 and November 30, 2020, respectively. On October 20, 2020, the Debtors filed a motion seeking a further extension of the Exclusive Periods to January 11, 2021 and February 19, 2021, respectively (Docket No. 853). As of the date hereof, such motion remains subject to approval by the Bankruptcy Court.

Statements and Schedules, and Claims Bar Dates

On July 6, 2020, the Bankruptcy Court entered an order approving (i) August 6, 2020 as the deadline for all creditors or other parties in interest to file proofs of Claim (the “**Bar Date**”); and (ii) October 20, 2020 as the deadline for all governmental units to file a proof of Claim (Docket No. 463).

The Debtors provided notice of the Bar Date, and published notice of the Bar Date in the U.S. edition of *New York Times* and the international edition of *New York Times*. The Debtors additionally made a disclosure to the ASX, notifying equity holders of Speedcast of the Bar Date.

On June 30, 2020, the Debtors filed their Schedules and Statements, detailing known claims against the Debtors (Docket Nos. 359-391). Further, as of October 6, 2020, over 1,399 proofs of Claim had been filed against the Debtors asserting in the aggregate approximately \$1.2 billion. The Debtors have begun to review and analyze the filed Claims, and will reconcile objections to the filed Claims as appropriate. The Debtors currently are working on amendments and schedules to certain schedules of certain of the Debtor entities and will file those amendments as soon as possible.

Plan Milestones

Pursuant to the DIP Refinancing Credit Agreement, the Debtors and the DIP Lenders agreed to certain milestones related to a plan of reorganization or, alternatively, a sale of the Debtors’ assets (the “**Plan Milestones**”). The Plan Milestones provide that, among other things, the Debtors must file one or more plans of reorganization implementing a restructuring transaction (and/or bid procedures in connection with a sale of assets), and a disclosure statement in connection therewith, by no later than October 20, 2020.

Mediation

On September 7, 2020, Black Diamond filed Black Diamond Capital Management, L.L.C.'s Emergency Motion for Mediation or, in the Alternative, Appointment of an Examiner Pursuant to 11 U.S.C. § 1104(c) (Docket No. 666) (the "**Mediation Motion**"), requesting mediation with Chief Judge David R. Jones to resolve certain issues identified in the Mediation Motion related to Black Diamond's proposals for a sale or plan transaction involving an acquisition of the Company.

The Debtors resolved all responses to the Mediation Motion and filed the *Certification of Counsel Regarding Agreed Mediation Order Appointing Judge David R. Jones as Mediator* (Docket No. 719), which included a form of order agreed on by the Debtors, Black Diamond, the Ad Hoc Group of Secured Lenders, Centerbridge, and the Creditors' Committee. On September 18, 2020, the Bankruptcy Court entered the *Agreed Mediation Order Appointing David R. Jones as Mediator* (Docket No. 720), appointing Chief Judge Jones to mediate plan negotiations between the Debtors, Centerbridge, Black Diamond, the Ad Hoc Group, and the Creditors' Committee. The mediation did not result in a fully consensual resolution.

Key Employee Retention Plan

On September 24, 2020, the Debtors filed the *Motion of Debtors for Entry of Order Approving and Authorizing Implementation of Non-Insider Key Employee Retention Plan* (Docket No. 752) requesting the Bankruptcy Court's approval of a key employee retention plan (the "**KERP**") with an aggregate maximum payout of approximately \$4 million. Subject to Bankruptcy Court approval, participants under the KERP will be entitled to receive awards tied to their continued employment in good standing with the Debtors through the Chapter 11 Cases. As of the date hereof, the KERP remains subject to Bankruptcy Court approval.

Key Employee Incentive Plan

On October 25, 2020, the Debtors filed the *Motion of Debtors for Entry of Order Approving and Authorizing Implementation of Key Employee Incentive Plan* (Docket No. 872) requesting the Bankruptcy Court's approval of a key employee incentive plan (the "**KEIP**"). Subject to Bankruptcy Court approval, participants under the KEIP will be eligible to receive awards if they meet certain operational performance targets, measured and payable following up to four independent quarterly performance periods during the Chapter 11 Cases, with aggregate incentive payouts of \$4.5 million for threshold performance, \$6.1 million for target performance, and \$7.6 million for maximum performance (the "**Operational KEIP Awards**"). In addition, to account for the possibility of a sale involving substantially all of the Debtors' assets or strategic transaction under the Plan Sponsor Selection Process, the KEIP is structured to toggle to provide incremental incentive awards of between approximately \$3.1 million for threshold performance, \$6.1 million for target performance, and \$12.2 million for maximum performance, depending on the transaction value of the sale or strategic transaction. Any incentive payouts earned based on a sale or strategic transaction will be reduced by an amount equal to the Operational KEIP Awards received by the KEIP participants. As of the date hereof, the KEIP remains subject to Bankruptcy Court approval.

Australian Process

Certain of the Debtors are incorporated under the laws of Australia and maintain assets and operations in that jurisdiction. As a result of the Debtors' assets and operations in Australia, following confirmation of the Plan, the Debtors may seek to implement the Plan in part, through a recognition proceeding, or an in-court or out-of-court restructuring process in Australia. Such restructuring process may include, but is not limited to, an administration, receivership, liquidation, scheme of arrangement, or any such restructuring process or proceeding necessary to effect the Plan.

VI. TRANSFER RESTRICTIONS AND CONSEQUENCES UNDER FEDERAL SECURITIES LAWS

The issuance of the New Equity Interests issued on account of the Direct Investment pursuant to the Plan Sponsor Agreement is being made in reliance on the exemption from registration set forth in section 4(a)(2) of the Securities Act and/or Regulation D thereunder (the "**4(a)(2) Securities**") or, solely to the extent section 4(a)(2) of the Securities Act or Regulation D thereunder is not available, any other available exemption from registration under the Securities Act.

Section 4(a)(2) of the Securities Act provides that the issuance of securities by an issuer in transactions not involving a public offering are exempt from registration under the Securities Act. Regulation D is a non-exclusive safe harbor from registration promulgated by the SEC under section 4(a)(2) of the Securities Act.

The 4(a)(2) Securities will be "restricted securities" within the meaning of Rule 144 under the Securities Act, will bear customary legends and transfer restrictions, and may not be transferred except pursuant to an effective registration statement or under an available exemption from the registration requirements of the Securities Act and subject to the restrictions, if any, on transferability set forth in under the New Organizational Documents or any applicable stockholder agreement of New Speedcast Parent.

Rule 144 provides a limited safe harbor for the public resale of restricted securities if certain conditions are met. These conditions vary depending on whether the holder of the restricted securities is an "affiliate" of the issuer. Rule 144 defines an affiliate of the issuer as "a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such issuer."

A non-affiliate of an issuer that is not subject to the reporting requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934 (the "**Exchange Act**") and who has not been an affiliate of the issuer during the 90 days preceding such sale may resell restricted securities after a one-year holding period whether or not there is current public information regarding the issuer.

An affiliate of an issuer that is not subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act may resell restricted securities after the one-year holding period if at the time of the sale certain current public information regarding the issuer is available. An affiliate must also comply with the volume, manner of sale and notice requirements of Rule 144. First, the rule limits the number of restricted securities (plus any unrestricted securities) sold for the account of an

affiliate (and related persons) in any three-month period to the greater of 1% of the outstanding securities of the same class being sold or, if the class is listed on a stock exchange, the average weekly reported volume of trading in such securities during the four weeks preceding the filing of a notice of proposed sale on Form 144 or if no notice is required, the date of receipt of the order to execute the transaction by the broker or the date of execution of the transaction directly with a market maker. Second, the manner of sale requirement provides that the restricted securities must be sold in a broker's transaction, directly with a market maker or in a riskless principal transaction (as defined in Rule 144). Third, if the amount of securities sold under Rule 144 in any three month period exceeds 5,000 shares or has an aggregate sale price greater than \$50,000, an affiliate must file or cause to be filed with the SEC three copies of a notice of proposed sale on Form 144, and provide a copy to any exchange on which the securities are traded.

The Debtors believe that the Rule 144 exemption will not be available with respect to any 4(a)(2) Securities (whether held by non-affiliates or affiliates) until at least one year after the Effective Date. Accordingly, unless transferred pursuant to an effective registration statement or another available exemption from the registration requirements of the Securities Act, nonaffiliated holders of 4(a)(2) Securities will be required to hold their 4(a)(2) Securities for at least one year and, thereafter, to sell them only in accordance with the applicable requirements of Rule 144, pursuant to the filing of an effective registration statement or pursuant to another available exemption from the registration requirements of applicable securities laws, and subject to the restrictions, if any, on transferability set forth in under the New Organizational Documents or any applicable stockholder agreement of New Speedcast Parent.

* * * * *

Legends. To the extent certificated or issued by way of direct registration on the records of the New Speedcast Parent's transfer agent, certificates evidencing the New Equity Interests held by holders of 10% or more of the outstanding New Equity Interests, or who are otherwise underwriters as defined in section 1145(b) of the Bankruptcy Code, and all 4(a)(2) Securities will bear a legend substantially in the form below:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE WERE ORIGINALLY ISSUED ON [DATE OF ISSUANCE], HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR UNDER ANY OTHER APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE SOLD, OFFERED FOR SALE, OR OTHERWISE TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR AN AVAILABLE EXEMPTION FROM REGISTRATION THEREUNDER."

The Debtors and Reorganized Debtors, as applicable, reserve the right to reasonably require certification, legal opinions or other evidence of compliance with Rule 144 as a condition to the removal of such legend or to any resale of the 4(a)(2) Securities. The Debtors and Reorganized Debtors, as applicable, also reserve the right to stop the transfer of any 4(a)(2) Securities if such transfer is not in compliance with Rule 144, pursuant to an effective registration statement or pursuant to another available exemption from the registration requirements of applicable securities laws. All persons who receive 4(a)(2) Securities will be required to acknowledge and agree that (a) they will not offer, sell or otherwise transfer any 4(a)(2) Securities except in accordance with

an exemption from registration, including under Rule 144 under the Securities Act, if and when available, or pursuant to an effective registration statement, and (b) the 4(a)(2) Securities will be subject to the other restrictions described above.

In any case, recipients of securities issued under or in connection with the Plan are advised to consult with their own legal advisors as to the availability of any such exemption from registration under state law in any given instance and as to any applicable requirements or conditions to such availability.

BECAUSE OF THE COMPLEX, SUBJECTIVE NATURE OF THE QUESTION OF WHETHER A PARTICULAR PERSON MAY BE AN UNDERWRITER OR AN AFFILIATE AND THE HIGHLY FACT-SPECIFIC NATURE OF THE AVAILABILITY OF EXEMPTIONS FROM REGISTRATION UNDER THE SECURITIES ACT, INCLUDING THE EXEMPTIONS AVAILABLE UNDER SECTION 1145 OF THE BANKRUPTCY CODE AND RULE 144 UNDER THE SECURITIES ACT, NONE OF THE DEBTORS MAKE ANY REPRESENTATION CONCERNING THE ABILITY OF ANY PERSON TO DISPOSE OF THE SECURITIES TO BE ISSUED UNDER OR OTHERWISE ACQUIRED PURSUANT TO THE PLAN. THE DEBTORS RECOMMEND THAT POTENTIAL RECIPIENTS OF THE SECURITIES TO BE ISSUED UNDER OR OTHERWISE ACQUIRED PURSUANT TO THE PLAN CONSULT THEIR OWN COUNSEL CONCERNING WHETHER THEY MAY FREELY TRADE SUCH SECURITIES AND THE CIRCUMSTANCES UNDER WHICH THEY MAY RESELL SUCH SECURITIES.

VII. CERTAIN FEDERAL INCOME TAX CONSEQUENCES OF PLAN

The following discussion summarizes certain U.S. federal income tax consequences of the implementation of the Plan to the Debtors and to holders of Unsecured Trade Claims and Other Unsecured Claims. This discussion does not address the U.S. federal income tax consequences with respect to Claims or Interests that are unimpaired or deemed to reject the Plan.

The discussion of U.S. federal income tax consequences below is based on the Internal Revenue Code of 1986, as amended (the “**Tax Code**”), U.S. Treasury regulations, judicial authorities, published positions of the Internal Revenue Service (“**IRS**”), and other applicable authorities, all as in effect on the date of this Disclosure Statement and all of which are subject to change or differing interpretations (possibly with retroactive effect). The U.S. federal income tax consequences of the contemplated transactions are complex and subject to significant uncertainties. The Debtors have not requested an opinion of counsel or a ruling from the IRS with respect to any of the tax aspects of the contemplated transactions, and the discussion below is not binding upon the IRS or any court. No assurance can be given that the IRS will not assert, or that a court will not sustain, a different position than any position discussed herein.

This summary does not address foreign, state, or local tax consequences of the contemplated transactions, nor does it purport to address the U.S. federal income tax consequences of the transactions to special classes of taxpayers (*e.g.*, controlled foreign corporations, passive investment companies, small business investment companies, regulated investment companies, real estate investment trusts, banks and certain other financial institutions, insurance companies,

tax-exempt organizations, retirement plans, individual retirement and other tax-deferred accounts, holders that are, or hold their Claims through S corporations, partnerships or other pass-through entities for U.S. federal income tax purposes, holders of Claims who are themselves in bankruptcy, persons whose functional currency is not the U.S. dollar, dealers in securities or foreign currency, traders that mark-to-market their securities, persons subject to the alternative minimum tax or the “Medicare” tax on net investment income, persons whose Claims are part of a straddle, hedging, constructive sale, or conversion transaction, and persons who use the accrual method of accounting and report income on an “applicable financial statement”). In addition, this discussion does not address the Foreign Account Tax Compliance Act or U.S. federal taxes other than income taxes and does not apply to any person that acquires any Claims in the secondary market.

This discussion assumes that Unsecured Trade Claims and Other Unsecured Claims are held as “capital assets” (generally property held for investment) within the meaning of section 1221 of the Tax Code (unless otherwise indicated below) and the various debt and other arrangements to which the Debtors are a party will be respected for U.S. federal income tax purposes in accordance with their respective forms. Any change to these assumptions could materially change the U.S. federal income tax consequences to the Debtors and holders of Claims described herein.

THE FOLLOWING SUMMARY OF CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT A SUBSTITUTE FOR CAREFUL TAX PLANNING AND ADVICE BASED UPON YOUR INDIVIDUAL CIRCUMSTANCES. ALL HOLDERS OF CLAIMS AND INTERESTS ARE URGED TO CONSULT THEIR TAX ADVISOR FOR THE U.S. FEDERAL, STATE, LOCAL AND OTHER TAX CONSEQUENCES APPLICABLE UNDER THE PLAN.

Consequences to the Debtors

For U.S. federal income tax purposes, Speedcast Americas, Inc., a Delaware corporation and the common parent of a U.S. tax consolidated group (“**Speedcast U.S. Tax Group**”) is required to file a U.S. federal income tax return. Speedcast Americas, Inc. and the Debtors that are members of the Speedcast U.S. Tax Group (or are disregarded entities of members of the Speedcast U.S. Tax Group) are collectively referred to as the “**U.S. Debtors**”.

(a) Limitation of NOL Carryforwards and Other Tax Attributes

Under the Tax Code, any net operating loss (“**NOL**”) carryforwards, disallowed interest expense carryforwards and certain other tax attributes, including tax credits (collectively, “**Pre-Change Losses**”) of a corporation (or consolidated group) may be subject to an annual limitation if the corporation (or consolidated group) undergoes an ownership change within the meaning of section 382 of the Tax Code.

In the event of an ownership change, the amount of the annual limitation to which a corporation (or consolidated group) that undergoes an ownership change will be subject is generally equal to the product of (A) the fair market value of the stock of the corporation (or common parent of the consolidated group) immediately before the ownership change (with certain adjustments) multiplied by (B) the “long-term tax-exempt rate” in effect for the month in which the ownership change occurs (*e.g.*, 0.85% for ownership changes occurring in October 2020). This annual

limitation potentially may be increased in the event the corporation (or consolidated group) has an overall “built-in” gain in its assets at the time of the ownership change. For a corporation (or consolidated group) in bankruptcy that undergoes an ownership change pursuant to a confirmed bankruptcy plan, the fair market value of the stock of the corporation is generally determined immediately after (rather than before) the ownership change after giving effect to the discharge of creditors’ claims but subject to certain adjustments; in no event, however, can the stock value for this purpose exceed the pre-change gross value of the corporation’s assets. Any portion of the annual limitation that is not used in a given year may be carried forward, thereby adding to the annual limitation for the subsequent taxable year.

If a corporation (or consolidated group) does not continue its historic business or use a significant portion of its historic assets in a new business for at least two years after the ownership change, the annual limitation resulting from the ownership change is reduced to zero, thereby precluding any utilization of the corporation’s Pre-Change Losses (absent any increases due to the recognition of any built-in gains as of the time of the ownership change).

Under section 382(l)(5) of the Tax Code, an exception to the foregoing annual limitation rules generally applies where qualified creditors of a debtor corporation receive, in respect of their claims, at least fifty percent (50%) of the vote and value of the stock of the reorganized debtor (or a controlling corporation if also in bankruptcy) pursuant to a confirmed chapter 11 plan. The Debtors do not expect this exception to be of any benefit, even if otherwise applicable, and the Plan is not premised on such exception.

The implementation of the Plan is expected to result in an ownership change of the Speedcast U.S. Tax Group. The Speedcast U.S. Tax Group does not expect to have material Pre-Change Losses; however, following the Effective Date, any Pre-Change Losses of the Speedcast U.S. Tax Group may be subject to limitation under section 382 of the Tax Code. In addition, the Debtors do not expect that, as of the Effective Date, the Speedcast U.S. Tax Group will have a net unrealized built-in loss in its assets (meaning that a portion of certain future deductions related to built-in losses in its assets would not generally be subject to limitation). Nevertheless, there is no assurance that the IRS would not take a contrary position.

(b) Cancellation of Debt

In general, absent an exception, a debtor will realize and recognize cancellation of debt (“**COD**”) income upon satisfaction of its outstanding indebtedness for total consideration less than the amount of such indebtedness. The amount of COD is generally the amount by which the “adjusted issue price” (within the meaning of applicable Treasury regulations) of the indebtedness discharged exceeds the value of any consideration given in exchange therefor. Certain statutory or judicial exceptions may apply to limit the amount of COD for U.S. federal income tax purposes. Under section 108 of the Tax Code, any COD realized by a debtor is excluded from gross income if the debtor is under the jurisdiction of a court in a case under chapter 11 of the Bankruptcy Code and the discharge of debt occurs pursuant to that proceeding.

As a consequence of such exclusion, a debtor in a bankruptcy case generally must reduce certain of its tax attributes—such as NOLs, capital loss carryforwards, tax credits, and tax basis in assets—by the amount of COD that is excluded from gross income. Although not free from doubt, it is

expected that interest expense disallowed and carried over under section 163(j) would not be a tax attribute subject to such reduction. In applying this attribute reduction rule to the tax basis in assets, the tax law limits the reduction in tax basis to the amount by which the tax basis exceeds the debtor's post-emergence liabilities (often referred to as the "liability floor"). If advantageous, the debtor can elect to reduce the basis of depreciable property prior to any reduction in its NOL carryforwards or other tax attributes. When the debtor joins in the filing of a consolidated U.S. federal income tax return, applicable Treasury regulations require, in certain circumstances, that the tax attributes of the consolidated subsidiaries of the debtor and other members of the group must also be reduced. Any reduction in tax attributes in respect of COD generally does not occur until after the determination of the debtor's net income or loss for the taxable year in which the COD is incurred.

In connection with the implementation of the Plan, the U.S. Debtors expect to realize COD for U.S. federal income tax purposes. The amount of COD and resulting reduction in tax attributes depends primarily upon the amount of cash and the fair market value of the New Equity Interests and other property, if any, distributed to holders of Claims pursuant to the Plan.

Consequences to U.S. Holders of Certain Claims

As used herein, the term "U.S. Holder" means a beneficial owner of an Allowed Unsecured Trade Claim or Allowed Other Unsecured Claim that is for U.S. federal income tax purposes:

- an individual who is a citizen or resident of the United States;
- a corporation, or other entity taxable as a corporation for U.S. federal income tax purposes, created or organized in or under the laws of the United States, any state thereof or the District of Columbia;
- an estate the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust, if (i) (A) a court within the United States is able to exercise primary jurisdiction over its administration and (B) one or more U.S. persons have authority to control all of its substantial decisions, or (ii) if the trust has a valid election in effect under applicable Treasury regulations to be treated as a U.S. person.

If a partnership or other entity or arrangement taxable as a partnership for U.S. federal income tax purposes holds Allowed Unsecured Trade Claims and Allowed Other Unsecured Claims, the U.S. federal income tax treatment of a partner in such partnership generally will depend upon the status of the partner and the activities of the partnership. If you are a partner in such a partnership holding any such Claims, you are urged to consult your tax advisor.

1. Treatment of Allowed Unsecured Trade Claims

Pursuant to the Plan, holders of Allowed Unsecured Trade Claims will receive the Trade Claim Cash Amount in full and final satisfaction of their Unsecured Trade Claims.

The receipt by a U.S. Holder of its Pro Rata share of the Trade Claim Cash Amount in exchange for its Allowed Unsecured Trade Claims is expected to be a fully taxable transaction. Accordingly, a U.S. Holder is expected to recognize gain or loss in an amount equal to the difference, if any, between (i) the amount of any cash received (other than to the extent received in respect of a Unsecured Trade Claim for accrued but unpaid interest and possibly accrued original issue discount (“OID”)), and (ii) the U.S. Holder’s adjusted tax basis in its Unsecured Trade Claims immediately prior to the exchange (other than any tax basis attributable to accrued but unpaid interest and possibly accrued OID). *See* Section VII.4. below – “Character of Gain or Loss.” A U.S. Holder is expected to have ordinary interest income to the extent of any consideration allocable to accrued but unpaid interest not previously included in income. *See* Section VII.3. below – “Distributions in Discharge of Accrued Interest or OID.”

2. Treatment of Allowed Other Unsecured Claims

(a) In General

Pursuant to the Plan, U.S. Holders of Allowed Other Unsecured Claims (including Syndicated Facility Deficiency Claims) will receive their Pro Rata share of the Litigation Trust Distributable Proceeds from the Litigation Trust (“**Litigation Trust Interests**”) in full and final satisfaction of their Other Unsecured Claims. For U.S. federal income tax purposes, a U.S. Holder of Syndicated Facility Deficiency Claims will be treated as exchanging the debt that gave rise to both such Syndicated Facility Deficiency Claims and such U.S. Holder’s Syndicated Facility Secured Claims in exchange for the total consideration received in respect of such Claims. *See* VII.B.2.b. – “Certain U.S. Holders of Syndicated Facility Deficiency Claims” for a discussion of certain U.S. federal income tax consequences to U.S. Holders of Syndicated Facility Deficiency Claims.

(b) The Litigation Trust

The Litigation Trust is intended to be treated as a “liquidating trust” within the meaning of Treasury regulation section 301.7701-4(d) for U.S. federal income tax purposes, which is not a separate taxable entity, but rather is treated for U.S. federal income tax purposes as a “grantor trust” (*i.e.*, a pass-through entity) with the holders of Litigation Trust Interests (*i.e.*, the holders of Allowed Other Unsecured Claims) as the grantors.

If any assets are allocable to a disputed claim reserve, the Litigation Trustee may elect to treat any disputed claim reserve as a “disputed ownership fund” governed by Treasury regulation section 1.468B-9. A disputed ownership fund is generally treated as a separate corporate entity for U.S. federal income tax purposes and is generally subject to tax on amounts it earns on a current basis.

The Debtors intend to treat the transfer of assets (other than any assets allocable to a disputed claim reserve) by the Debtors to the Litigation Trust as (i) a deemed transfer of such assets to holders of Allowed Other Unsecured Claims receiving Litigation Trust Interests in proportion to their interests in the Litigation Trust in full satisfaction of such holder’s Allowed Other Unsecured Claims, followed by (ii) the deemed transfer by such holders to the Litigation Trust of such assets in exchange for their Litigation Trust Interests.

(c) Receipt of Litigation Trust Interests

Except as described below in Section VII.2.d. – “Certain U.S. Holders of Syndicated Facility Deficiency Claims”, the deemed receipt by a U.S. Holder of the assets transferred to the Litigation Trust in exchange for such U.S. Holder’s Allowed Other Unsecured Claims is expected to be a fully taxable transaction to such U.S. Holder. Accordingly, a U.S. Holder of Allowed Unsecured Trade Claims will generally recognize gain or loss in an amount equal to the difference, if any, between (i) such U.S. Holder’s share of the fair market value of the assets deemed transferred (other than any portion deemed received in respect of such Other Unsecured Claims for accrued but unpaid interest and possibly accrued OID, if any), and (ii) the U.S. Holder’s adjusted tax basis in its Other Unsecured Claims immediately prior to the exchange (other than any tax basis attributable to accrued but unpaid interest and possibly accrued OID). *See* Section VII.4. below – “Character of Gain or Loss.” A U.S. Holder is expected to have ordinary interest income to the extent of any consideration allocable to accrued but unpaid interest not previously included in income. *See* Section VII.3. below – “Distributions in Discharge of Accrued Interest or OID.”

(d) Certain U.S. Holders of Syndicated Facility Deficiency Claims

As discussed above, for U.S. federal income tax purposes, a U.S. Holder of Syndicated Facility Deficiency Claims will be treated as exchanging the debt that gave rise to both such Syndicated Facility Deficiency Claims and such U.S. Holder’s Syndicated Facility Secured Claims in exchange for the total consideration received in respect of such Claims. Subject to the discussion below, such U.S. Holder will generally be subject to the same tax treatment discussed above with respect to the deemed receipt of assets transferred to the Litigation Trust in exchange for a U.S. Holder’s Allowed Other Unsecured Claims, except that the measure of the gain or loss recognized will equal the difference, if any, between (i) such U.S. Holder’s share of the fair market value of the assets deemed transferred and any cash and other consideration received by such U.S. Holder (other than any portion deemed received in respect of such Claims for accrued but unpaid interest and possibly OID, if any), and (ii) the U.S. Holder’s adjusted tax basis in its Other Unsecured Claims and Syndicated Facility Secured Claims immediately prior to the exchange (other than any tax basis attributable to accrued but unpaid interest and possibly accrued OID). *See* Section VII.4. below – “Character of Gain or Loss.”

In the event that any U.S. Holders of Allowed Syndicated Secured Claims receive or are deemed to receive New Equity Interests pursuant to the Plan, such U.S. Holders may be treated as exchanging their Syndicated Facility Secured Claims and their Syndicated Facility Deficiency Claims for New Equity Interests and other consideration (*e.g.*, Litigation Trust Interests) in a transaction qualifying as a “reorganization” within the meaning of section 368(a)(1) of the Tax Code (a “Reorganization”). In such case, a U.S. Holder of a Syndicated Facility Deficiency Claim that receives or is deemed to receive New Equity Interests generally will not recognize loss but will recognize gain (if any) with respect to its Allowed Syndicated Facility Secured Claims and Allowed Syndicated Facility Deficiency Claims to the extent of any consideration received other than New Equity Interests (*e.g.*, Litigation Trust Interests). In addition, such U.S. Holder would have ordinary interest income to the extent of any consideration allocable to accrued but unpaid interest or accrued OID not previously included in income. *See* Section VII.3. below – “Distributions in Discharge of Accrued Interest or OID.”

The determination of whether the transaction qualifies as a Reorganization is complex and dependent upon a number of factors, including, among other things, the amount or value of

Syndicated Facility Secured Claims exchanged or deemed exchanged for New Equity Interests and whether the Syndicated Facility Secured Claims and Syndicated Facility Deficiency Claims constitute “securities” for U.S. federal income tax purposes. U.S. Holders of Allowed Syndicated Facility Deficiency Claims are urged to consult their own tax advisor regarding the potential treatment of the exchange of their Claims as a Reorganization and the resulting U.S. federal income tax consequences of such exchange.

(e) Ownership of Litigation Trust Interest

Each U.S. Holder receiving a Litigation Trust Interest as part of the Plan should be treated as owning a proportionate undivided interest in each of the assets (other than the assets allocable to any disputed ownership fund) of the Litigation Trust to the extent of such U.S. Holder’s interest therein (such interest, a U.S. Holder’s “Litigation Trust Asset Interest”). Accordingly, each such U.S. Holder should be required to report on its U.S. federal income tax return its share of any income, gain, loss, deduction, or credit recognized or incurred by the Litigation Trust that is allocable to its Litigation Trust Asset Interest and should treat such items as derived from its Litigation Trust Asset Interest and not in satisfaction of the Allowed Other Unsecured Claim for which it received such share. The character of any such items to a beneficiary of the Litigation Trust and the ability of such beneficiary to benefit from any loss, deduction, or credit allocable to its Litigation Trust Asset Interest will depend on the particular circumstances of such beneficiary and the nature of the assets held by the Litigation Trust.

U.S. Holders are urged to consult their own tax advisors regarding the proper characterization of the Litigation Trust.

3. Distributions in Discharge of Accrued Interest or OID

In general, to the extent that any consideration received pursuant to the Plan by a U.S. Holder of a Claim is received in satisfaction of accrued interest during its holding period, such amount is expected to be taxable to the U.S. Holder as ordinary interest income (if not previously included in the U.S. Holder’s gross income). Conversely, a U.S. Holder generally recognizes a deductible loss to the extent any accrued interest claimed or accrued OID was previously included in its gross income and is not paid in full. However, the IRS has privately ruled that a holder of a “security” of a corporate issuer, in an otherwise tax-free exchange, could not claim a current loss with respect to any accrued unpaid OID. Accordingly, it is also unclear whether, by analogy, a U.S. Holder of a Claim that does not constitute a “security” would be required to recognize a capital loss, rather than an ordinary loss, with respect to previously included OID that is not paid in full.

The Plan provides that to the extent that any Allowed Claim entitled to a distribution under the Plan is comprised of indebtedness and accrued but unpaid interest thereon, such distribution is to be allocated first to the principal amount (as determined for U.S. federal income tax purposes) of the Claim and then to accrued but unpaid interest. *See* Section 6.12 of the Plan. There is no assurance that the IRS will respect such allocation for U.S. federal income tax purposes. U.S. Holders of Allowed Claims are urged to consult their own tax advisor regarding the allocation of consideration received under the Plan, as well as the deductibility of accrued but unpaid interest (including OID) and the character of any loss claimed with respect to accrued but unpaid interest (including OID) previously included in gross income for U.S. federal income tax purposes.

4. Character of Gain or Loss

When gain or loss is recognized by a U.S. Holder, the character of such gain or loss as long-term or short-term capital gain or loss or as ordinary income or loss is determined by a number of factors, including the tax status of the holder, whether the Claim constitutes a capital asset in the hands of the holder and how long it has been held, whether the Claim was acquired at a market discount, and whether and to what extent the holder previously claimed a bad debt deduction.

A U.S. Holder that purchased its Claims from a prior holder at a “market discount” (relative to the principal amount of the Claims at the time of acquisition) may be subject to the market discount rules of the Tax Code. A U.S. Holder that purchased its Claim from a prior holder is generally considered to have purchased such Claim with “market discount” if the holder’s adjusted tax basis in its Claim is less than (i) its stated principal amount or (ii) in the case of a debt instrument issued with OID, its revised issue price (generally, the aggregate amount of OID accrued on a holder’s debt instrument prior to such holder’s acquisition of the debt instrument), in each case, by at least a statutorily defined *de minimis* amount. Under these rules, any gain recognized on the exchange of Claims (other than in respect of a Claim for accrued but unpaid interest) generally is treated as ordinary income to the extent of the market discount accrued (on a straight line basis or, at the election of the holder, on a constant yield basis) during the holder’s period of ownership, unless the holder elected to include the market discount in income as it accrued.

Information Reporting and Backup Withholding

All distributions to holders of Allowed Claims under the Plan are subject to any applicable tax withholding.

Under U.S. federal income tax law, interest, dividends, and other reportable payments may, under certain circumstances, be subject to “backup withholding” at the then applicable withholding rate (currently at a rate of 24%). Backup withholding generally applies if the U.S. Holder (a) fails to furnish its social security number or other taxpayer identification number, (b) furnishes an incorrect taxpayer identification number, (c) fails to properly report interest or dividends, or (d) under certain circumstances, fails to provide a certified statement, signed under penalty of perjury, that the tax identification number provided is its correct number and that it is not subject to backup withholding. Backup withholding is not an additional tax but merely an advance payment, which may be refunded to the extent it results in an overpayment of tax. Certain persons are exempt from backup withholding, including, in certain circumstances, corporations and financial institutions. Holders are urged to consult their own tax advisors regarding the potential application of U.S. withholding taxes to the transactions contemplated under the Plan and whether any distributions to them would be subject to withholding.

Treasury regulations generally require disclosure by a taxpayer on its U.S. federal income tax return of certain types of transactions in which the taxpayer participated, including, among other types of transactions, certain transactions that result in the taxpayer’s claiming a loss in excess of certain thresholds. Holders are urged to consult their tax advisors regarding these Treasury regulations and whether the contemplated transactions under the Plan would be subject to these Treasury regulations and require disclosure on your tax return.

THE FOREGOING SUMMARY HAS BEEN PROVIDED FOR INFORMATIONAL PURPOSE ONLY. ALL U.S. HOLDERS OF CLAIMS AND INTERESTS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS CONCERNING THE FEDERAL, STATE, LOCAL AND OTHER TAX CONSEQUENCES APPLICABLE UNDER THE PLAN.

VIII. **CERTAIN RISK FACTORS TO BE CONSIDERED**

Before voting to accept or reject the Plan, holders of Claims should read and carefully consider the risk factors set forth below, in addition to the information set forth in the Disclosure Statement together with any attachments, exhibits, or documents incorporated by reference hereto.

THIS SECTION PROVIDES INFORMATION REGARDING POTENTIAL RISKS IN CONNECTION WITH THE PLAN. THE FACTORS BELOW SHOULD NOT BE REGARDED AS THE ONLY RISKS ASSOCIATED WITH THE PLAN OR ITS IMPLEMENTATION. NEW FACTORS, RISKS, AND UNCERTAINTIES EMERGE FROM TIME TO TIME AND IT IS NOT POSSIBLE TO PREDICT ALL SUCH FACTORS, RISKS, AND UNCERTAINTIES.

Certain Bankruptcy Law Considerations

1. General

Although the Debtors believe that the Chapter 11 Cases will be of short duration and will not be materially disruptive to their businesses, the Debtors cannot be certain that this will be the case. Although the Plan is designed to minimize the length of the Chapter 11 Cases, it is impossible to predict with certainty the amount of time that one or more of the Debtors may spend in bankruptcy or to assure parties in interest that the Plan will be confirmed. Even if confirmed on a timely basis, bankruptcy cases to confirm the Plan could have an adverse effect on the Debtors' business. Among other things, it is possible that bankruptcy proceedings could adversely affect the Debtors' relationships with their key customers and employees. The cases will also involve additional expense and may divert some of the attention of the Debtors' management away from business operations.

2. Risk of Non-Confirmation of the Plan

Although the Debtors believe that the Plan will satisfy all requirements necessary for confirmation by the Bankruptcy Court, there can be no assurance that the Bankruptcy Court will reach the same conclusion or that modifications to the Plan will not be required for confirmation or that such modifications would not necessitate re-solicitation of votes. Moreover, the Debtors can make no assurances that they will receive the requisite votes for acceptance to confirm the Plan. Even if all holders of a Claim entitled to vote in favor of the Plan ("**Eligible Holders**") vote in favor of the Plan or the requirements for "cramdown" are met with respect to any Class that rejected the Plan, the Bankruptcy Court could decline to confirm the Plan if it finds that any of the statutory requirements for confirmation are not met. If the Plan is not confirmed, it is unclear what distributions holders of Claims or Interests ultimately would receive with respect to their Claims or Interests in a subsequent plan of reorganization.

3. Risk of Non-Occurrence of the Effective Date

Although the Debtors believe that the Effective Date will occur soon after the Confirmation Date, there can be no assurance as to the timing of the Effective Date. If the conditions precedent to the Effective Date set forth in the Plan have not occurred or have not been waived as set forth in Article IX of the Plan, then the Confirmation Order may be vacated, in which event no distributions would be made under the Plan, the Debtors and all holders of Claims or Interests would be restored to the status quo as of the day immediately preceding the Confirmation Date, and the Debtors' obligations with respect to Claims and Interests would remain unchanged.

4. Alternative Transactions

If no chapter 11 plan can be confirmed, or if the Bankruptcy Court otherwise finds that it would be in the best interest of holders of Claims and Interests, the Debtors thereafter will consider all available restructuring alternatives, including filing an alternative chapter 11 plan of reorganization, commencing 363 sales of the Debtors' assets or converting to cases under chapter 7 of the Bankruptcy Code, pursuant to which a trustee would be appointed or elected to liquidate the Debtors' assets for distribution in accordance with the priorities established by the Bankruptcy Code. See the Valuation Analysis attached hereto as Exhibit E, as well as the Liquidation Analysis attached hereto as Exhibit D, for a discussion of the effects that a chapter 7 liquidation would have on the recoveries of holders of Claims and Interests. The terms of any alternative restructuring proposal may be less favorable to holders of Claims and Interests against the Debtors than the terms of the Plan as described in this Disclosure Statement.

5. Risks Related to Possible Objections to the Plan

There is a risk that certain parties could oppose and object to either the entirety of the Plan or specific provisions of the Plan. Although the Debtors believe that the Plan complies with all relevant Bankruptcy Code provisions, there can be no guarantee that a party in interest will not file an objection to the Plan or that the Bankruptcy Court will not sustain such an objection.

6. Parties in Interest May Object to the Plan's Classification of Claims and Interests

Section 1122 of the Bankruptcy Code provides that a plan may place a claim or an interest in a particular class only if such claim or interest is substantially similar to the other claims or interests in such class. The Debtors believe that the classification of Claims and Interests under the Plan complies with the requirements set forth in the Bankruptcy Code because the Debtors created Classes of Claims and Interests, each encompassing Claims or Interests, as applicable, that are substantially similar to the other Claims or Interests, as applicable, in each such Class. Nevertheless, there can be no assurance that the Bankruptcy Court will reach the same conclusion.

7. Releases, Injunctions, and Exculpation Provisions May Not be Approved

Article X.6 of the Plan provides for certain releases, injunctions, and exculpations, for Claims and Causes of Action that may otherwise be asserted against the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties, as applicable. The releases, injunctions, and

exculpations provided in the Plan, and annexed hereto as **Exhibit G**, are subject to objection by parties in interest and may not be approved. If the releases and exculpations are not approved, certain parties may not be considered Releasing Parties, Released Parties, or Exculpated Parties, and certain Released Parties or Exculpated Parties may withdraw their support for the Plan.

In addition, a condition to the Effective Date of the Plan is a release of claims and liens against the SFA Loan Parties, including against Ultisat Inc. and its subsidiaries (the “**Government Business SFA Loan Parties**”), either through the Plan, or valid action under the SFA, or an order of the Bankruptcy Court. If the Debtors are unable to secure the release of liens against the non-Debtor SFA Loan Parties pursuant to the Plan, by valid action under the SFA, or by order of the Bankruptcy Court, the Debtors may request that the Government Business SFA Loan Parties file for chapter 11. Such parties are governed by the independent Proxy Board that has the sole authority to determine whether such entities would file for chapter 11. As of the date hereof, the Government Business SFA Loan Parties have not agreed to such a filing.

Additional Factors Affecting the Value of Reorganized Debtors

8. Claims Could Be More than Projected

There can be no assurance that the estimated Allowed amount of Claims in certain Classes will not be significantly more than projected, which in turn, could cause the value of distributions to be reduced substantially. Inevitably, some assumptions will not materialize, and unanticipated events and circumstances may affect the ultimate results. Therefore, the actual amount of Allowed Claims may vary materially from the Debtors’ projections and feasibility analysis. Since the Petition Date, the Debtors have sought to negotiate with suppliers, vendors, and other significant contract counterparties, including Inmarsat, to proactively reduce exit costs, discuss the future of their relationship with the Debtors, and address outstanding prepetition claims. Although the Debtors believe they will be able to negotiate consensual agreements with various counterparties, including with Inmarsat, who has asserted approximately \$112.3 million in prepetition claims against the Debtors consisting of \$25.5 million in contractual amounts and \$86.8 million in rejection and other damages, a resolution of and agreed reduction of such prepetition claim amounts cannot be guaranteed. The Debtors are currently negotiating with Inmarsat regarding a transaction that could result in, among other things, the sale of certain assets by the Debtors to Inmarsat and waiver of Inmarsat’s claims against the Debtors. The Debtors currently expect to conclude such negotiations and finalize an agreement with Inmarsat by the end of October 2020, however, the Debtors can provide no assurance that such agreement will be reached. To the extent an agreement with Inmarsat is not reached, the Company will seek to reject all contracts associated with Inmarsat and transition, to the best of Speedcast’s ability, all impacted customers to alternate providers in order to facilitate continuation of services. In the absence of an agreement, any and all prepetition claims, rejection and other damage claims associated with Inmarsat are expected to be included in Class 4B under the Plan.

9. Projections and Other Forward-Looking Statements Are Not Assured, and Actual Results May Vary

Certain of the information contained in the Disclosure Statement is, by nature, forward-looking, and contains (i) estimates and assumptions which might ultimately prove to be incorrect and (ii)

projections which may be materially different from actual future experiences. There are uncertainties associated with any projections and estimates, and they should not be considered assurances or guarantees of the amount of funds or the amount of Claims in the various Classes that might be allowed.

10. Summary of Risks Associated with the Debtors' Business and Industry

The risks associated with the Debtors' business and industry (certain of which are described in the Debtors' ASIC filings) include, but are not limited to, the following:

- financial targets impacted by continued decline in bandwidth pricing;
- changes in macroeconomic conditions;
- changes in the competitive landscape brought on by continued consolidation in the satellite service industry and entry of non-traditional global conglomerates into the satellite sector;
- competition from a range of new communication services and new technologies;
- geopolitical and strategic risks;
- the loss, or inability to attract, key personnel;
- the Company's ability to effectively and timely integrate its historical acquisitions;
- the Debtors' ability to comply with the covenants in various financing documents, including making principal and interest payments or to obtain any necessary consents, waivers or forbearances thereunder;
- the Debtors' ability to generate sufficient cash flow to meet their debt obligations and commitments;
- the Debtors' ability to borrow under existing debt agreements to fund their operations;
- credit and performance risk of the Debtors' lenders, trading counterparties, customers, vendors, suppliers and third party operators; and
- the uncertainties associated with governmental budgets, shutdowns, global operations, and regulations, including any potential changes in foreign, federal, and state tax laws and regulations.

11. DIP Refinancing Facility

The DIP Refinancing Facility, along with the use of cash on hand (cash collateral), is intended to provide liquidity to the Debtors during the pendency of the Chapter 11 Cases. If the Chapter 11 Cases take longer than expected to conclude, the Debtors may exhaust or lose access to their financing. There is no assurance that the Debtors will be able to obtain additional financing from

the Debtors' existing lenders or otherwise. In either such case, the liquidity necessary for the orderly functioning of the Debtors' business may be materially impaired.

12. Post-Effective Date Indebtedness

Following the Effective Date, the Reorganized Debtors may have outstanding secured indebtedness. The Reorganized Debtors' ability to service their debt obligations will depend on, among other things, their future operating performance, which depends partly on economic, financial, competitive, and other factors beyond the Reorganized Debtors' control. The Reorganized Debtors may not be able to generate sufficient cash from operations to meet their debt service obligations as well as fund necessary capital expenditures and investments in sales and marketing. In addition, if the Reorganized Debtors need to refinance their debt, obtain additional financing, or sell assets or equity, they may not be able to do so on commercially reasonable terms, if at all.

13. COVID-19

The recent COVID-19 pandemic has had a dramatic impact on all players in the global marketplace and is expected to continue to adversely affect the Debtors' operations. The Debtors have experienced and expect to continue to experience unpredictable reductions in demand for certain of their products and services. In particular, should the cruise industry fail to recover, the Maritime Business may experience further difficulties. In addition, COVID-19 has led (and may continue to lead) to customer inability and/or delayed ability to pay invoices as and when they become due. This has impacted some of the major customers of the Company.

14. Corporate IT Network Matter

In July 2020, Speedcast identified a limited exposure security incident affecting some of its internal corporate servers, which has since been fully addressed. In following industry standard best practices, Speedcast proactively disconnected some internal systems for a brief period, which prevented the Debtors from providing complete reports on financials until all backlogged information was completely processed. Throughout this period, there was no impact to the Speedcast's production network, used to manage global satellite services, because the systems are purposefully segmented to ensure complete separation of services.

15. Risks Related to Foreign Customers and Creditors

Certain of the Debtors' customers may not be subject to the jurisdiction of U.S. courts and may attempt to terminate their contracts with the Debtors or take actions against the Debtors' assets in contravention of U.S. bankruptcy law or orders of the Bankruptcy Court. Any such termination or renegotiation of contracts and unfavorable costs increases or loss of revenue could have a material adverse impact on the Debtors' financial condition and results of operations.

16. Risks Related to the Debtors' Transformation Plan and Initiatives

The Debtors' transformation plan and other strategic priorities may not be executed as planned, be delayed, or result in lower financial and technical benefits than expected. A delay in implementation could result in the decrease of both staff and customers, and/or contractual credits,

system outages, and/or other financial losses with respect to the customer base. Additionally, implementation of the transformation plan may result in headcount reductions in the short term prior to stabilization of the business, and higher than expected costs.

17. Reputational Risk

The Company relies on its reputation to maintain ongoing commercial relationships with customers, suppliers and employees. The Company's business plan forecasts rely on the Company achieving sufficiently favorable outcomes post negotiation with key suppliers and customers.

18. Financial Systems

The current financial systems and manual processes may impact the accuracy of business plan analysis regarding both historical and forecast financial performance.

19. Energy Market Risk

Larger than expected energy market dislocation or delay in recovery may impact revenues for the Energy Business.

20. Unplanned Outages

Unplanned outages due to satellite failures, equipment failure due to underinvestment in maintenance, or disputes with suppliers may cause prolonged service interruptions or outages impacting the Company's relationship with customers.

21. Margin Erosion

The Company may face difficulty in maintaining margins in certain markets with a declining price and increasing volume environment.

22. Disintermediation by Satellite Operators

Certain satellite operators may seek, or are seeking, to vertically integrate and compete for existing customers of the Company. This may further be impacted by the dynamics among the various satellite operators providing broadband to the Company, the co-location of the Company's ground systems in a large proportion of its markets with those of Intelsat, and the competition among the various broadband services providers.

23. ESG Impact

Increased environmental regulations may cause a further than anticipated decline in the Energy Business.

24. Technology Evolution

The Company may face additional costs transitioning into new networks and technologies in order to continue to provide a relevant and competitive service to its customers. In addition, in order to transition to different spectrum bands and optimize reliance on different bandwidth providers,

costly earth station repointing and/or changes to equipment would be required to be compatible with different (and/or new) satellite broadband offerings. Accelerated virtualization of ground equipment may cause technical issues or bring forward planned upgrades. Additional investment may be required for the Company to deliver value-add applications and services for customers.

25. Failure to Realize Anticipated Synergies

The Company has acquired several different businesses over recent years and it may fail to realize the anticipated synergies resulting from such acquisitions, incur significant costs associated with integration of acquired businesses and/or experience adverse operational consequences as a result of failing to effectively integrate those businesses.

The Company has experienced rapid growth through acquisitions over previous years that has placed, and may continue to place, significant demands on management, information reporting resources, and financial and internal controls systems. The associated risks include incurring debt and liabilities, suffering a loss relating to an acquisition, experiencing decreased operational effectiveness as a result of inadequate integration, legal restrictions, failure to achieve expected synergies, customers and key employees not being retained after completion of an acquisition, and unusual or onerous terms in customer contracts.

26. Significant Market Competition

The Company faces significant and dynamic competition within the markets in which it operates, which could have a material adverse effect on the Company's business and financial position and could prevent it from realizing its strategic and financial objectives.

The Company is subject to vigorous competition within the satellite services industry based on factors including price, service, quality, performance standards and the ability to provide customers with an appropriate range of reliable and tailored services in a timely manner.

Competition in certain of the markets in which the Company operates is increased by low barriers to entry for new entrants to the market. The Company's EEM Business division operates in a market with particularly low barriers to entry and greatest displacement risk. This is because the division involves a greater proportion of contracts which provide simple and less critical fixed connectivity solutions (rather than more complex mobility network solutions) with more limited technical support needs. Such low barriers to entry may allow new competitors to offer competing services to the Company's customers at prices which are lower than those offered by the Company, which may mean that the Company is unable to grow or maintain its market share.

The competitive tension in the markets in which the Company operates requires constant investment in new and existing customers and technologies. If the Company does not invest enough resources in new and existing customers and technologies or if such investments do not yield expected results then the Company's competitors may displace the Company in some or all of its markets, which may result in a reduction in revenue in such markets.

The Company has a range of both global and local competitors, some of which may be better able to withstand downturns in the market or to expand into new and developing markets than the Company.

The Company's growth plans may be impacted by difficulties in effectively competing against global and domestic competitors, which could adversely affect its future financial performance and position.

27. Rapid Changes in Technology

The Company faces significant and dynamic competition from a range of communication services and new technologies, which may be or become more attractive to the Company's existing and potential customers than the technology and services offered by the Company.

The satellite services industry is characterized by rapid changes in technology, new evolving standards and frequent new product and service introductions. Further, satellite services compete with a number of different modes of transmission, including fiber optic, Wi-Fi, WiMAX, 4G and 5G networks. The Company may not be able to successfully respond to the new technological developments and challenges or identify and respond to new market opportunities, services or products offered by its competitors. In addition, the Company's efforts to respond to technological innovation may require significant capital investments and resources. Failure to keep up with future technological changes could harm the Company's business and financial position.

The acceleration of global investment in land-based communications infrastructure such as fiber-optic cables, Wi-Fi, 4G and 5G networks may significantly increase their geographic reach, speed, and cost. In most circumstances, land-based communications infrastructure and services will be less expensive than satellite communications infrastructure and services and therefore as competing networks expand, satellite communications' competitive advantage in providing connectivity to land-based users outside established networks is reduced. Any such significant advances in land-based communications infrastructure may cause certain land-based customers who currently use satellite communications infrastructure to switch to alternative land-based communications infrastructure which may reduce demand for the Company's products and services. In addition, the number of potential new land-based customers who require satellite communications infrastructure may be reduced by an increased reliance on more efficient and cost-effective land-based communications infrastructure which may reduce growth or size of the markets in which the Company operates, which may adversely affect the Company's revenues and business.

The expected deployment of low-earth orbit ("LEO") constellations over the next few years may represent a risk to elements of the Company's business. LEO satellites, if effectively deployed, will result in a significant increase in satellite bandwidth capacity, placing downward pressure on bandwidth prices, which may reduce the Company's profitability. LEO satellites will also have considerably lower latency than existing satellite constellations, making them a potentially more attractive option for many of the Company's customers, especially in the cruise and commercial maritime sectors.

Additionally, high throughput satellites have been developed and deployed that can provide capacity often at a fraction of the cost of existing geostationary constellations. If the Company's existing technological platforms cannot be used on these high throughput satellites, other value added service providers (or the operators themselves) may be able to offer more competitive pricing and/or technology offerings than those of the Company.

As an independent services provider, the Company may mitigate some of the risks created by the deployment of LEO constellations and/or high throughput satellite providers by partnering with LEO and/or high throughput satellite providers and integrating LEO and/or the high throughput services into the Company's product catalogue. However, the Company may face increased competition by these operators selling services directly to end users.

28. Consolidation of the Satellite Services Industry

Consolidation within the satellite services industry could change the competitive landscape in which the Company operates and reduce the Company's ability to compete, which could have a material adverse effect on the Company's business and financial position and could prevent it from realizing its strategic and financial objectives.

The satellite services industry continues to experience consolidation and vertical integration. Certain of the Company's distributors have been acquired by competitors and the Company anticipates that other distributors of its services may be acquired by competitors in the future. This could adversely affect the Company's business operations and financial performance by reducing demand for its services from distributors and re-sellers. This risk is increased by the expected entry into the satellite services market of LEO operators over the next 5 years. If the Company fails to respond to the changing competitive landscape it may lose important channels to end-users and face increased competition, which could lead to deterioration in the Company's financial position and performance.

29. Geopolitical and Economic Shifts

The Company may be adversely affected by changes in the macroeconomic environment and/or geopolitical events, the effects of which are difficult to predict and any combination of one or other of the above may have a material adverse effect on the Company's business and financial position. The Company provides products and services to customers in several different countries around the globe and so will be affected by any slowdown in global economic growth, which may reduce customer demand in general (due to reduced investment and expenditure appetite) and in specific ways. A slowdown in global economic growth, whether as a result of the global and Chinese response to COVID-19, the ongoing 'trade war' between China and the United States, and/or other factors may reduce global demand for the Company's products and services, for example as a result of a reduction in trade and shipping traffic which relied on the Company's services. Another example of the potential adverse impact of macroeconomic factors on the Company is the impact on the Company's Energy Business of the continued weakness in global oil prices. Further macroeconomic shifts may occur and may adversely impact the Company's financial performance.

As a consequence of the geographic areas that the Company operates in, the Company is also exposed to geopolitical and strategic risks. These risks have increased as the Company has grown larger and moved into new markets. The risks include disruption as a result of war, civil unrest, security issues and government intervention. These risks exist predominantly in the Middle East, Russia and certain parts of Latin America, Africa and Asia. For example, a government in a particular territory may seek to prohibit foreign companies such as the Company from operating in its jurisdiction and/or it may seek to requisition the Company's equipment. The Company may also be negatively impacted by political decisions or disruptions, a risk that is heightened as the

Company operates in some higher risk territories around the world. It may be difficult for the Company to enforce its rights against customers or business partners located in certain jurisdictions if the Company ever needs to pursue legal remedies against them.

The Company may also be adversely affected by any shifts in policy adopted by the U.S. government and/or the U.S. Department of Defense. In particular, any significant demobilization of U.S. troop deployments in the Middle East and elsewhere which rely on the Company's services may reduce demand. In addition, because Speedcast is not a U.S. person, its subsidiary UltiSat relies on the Proxy Board to enter into contracts with the U.S. Department of Defense that contain certain classified information. The Company exercises its rights under the Proxy Agreement to make suggestions on the running of UltiSat and while these suggestions are non-binding, the Proxy Board must act in good faith, as reasonably prudent persons, to protect the legitimate economic interests of the Company. These activities are all performed within the confines of the Proxy Agreement such that UltiSat operates its business within the requirements necessary to protect the U.S. national security interest. The requirements of the NISP may be changed in such a way as to prohibit or restrict the ability of a company such as UltiSat that is under a proxy-board arrangement from providing certain services to the U.S. Department of Defense in the future.

30. Legal Proceedings

Certain Debtors are named as defendants from time to time in routine litigation proceedings. In management's view, claims made in connection with the legal proceedings will be allowed in an amount that is less than the claimed amount, and the outcome of these proceedings will not have a material adverse effect on the Debtors' financial position, results of operations, or cash flows. The Debtors, however, cannot predict with certainty the outcome or effect of pending or threatened litigation or legal proceedings, and the eventual outcome could materially differ from their current estimates. While Speedcast's Board of Directors are not aware of any current litigation, pending or threatened litigation or other legal proceedings, which may have a material and adverse effect on Speedcast, there may be in the future certain litigation that could result in a material judgment against the Company or the Reorganized Debtors. Such litigation, and any judgment in connection therewith, could have a material negative effect on the Company or the Reorganized Debtors.

31. Integration of New Personnel and Loss of Key Personnel

The Company has recently experienced a number of key personnel changes. The integration of new personnel or the loss of key personnel could have a material adverse effect on the Company's business and financial position.

Speedcast's Board of Directors and senior management have substantial experience and expertise in the Company's business but there can be no guarantee that the recent changes to management will be successful. Any further changes to the Board of Directors and/or senior management could have a material adverse effect on the Company's business and financial position and the unexpected loss of services of one or more members of senior management could also have a material adverse effect on the Company's business and financial position.

There is also significant competition for strong candidates with experience in the satellite services industry, and this competition is expected to increase. If the Company is unable to recruit

appropriately qualified and experienced key personnel in the future it could have a material adverse effect on the Company's business and financial position.

32. Disruption or Failure of Business Operations

The Company's business operations and ability to deliver products and services to customers may be subject to disruption or failure, which may arise as a result of a wide range of scenarios, including as a result of malicious actions executed by hackers. The satellite communication technology utilized by the Company is highly complex and subject to considerable risks of operating orbital satellites. These risks include satellite malfunctions, commonly referred to as anomalies, which can manifest themselves in scale from minor reductions of equipment redundancy to marginal reductions in capacity to complete satellite failure. While the Company works with multiple satellite operators, and is often able to ensure continuity of service during anomalies, any single anomaly or series of anomalies could materially and adversely affect the Company's operations, revenues, and relationships with current customers during a potential migration of services from one satellite to another and may affect the Company's ability to attract new customers. While the Company generally excludes liability for satellite anomalies under its customer contracts, and covers others risks through insurance policies certain other risks are not or may not be covered.

The Company is also exposed to the risks posed by extreme weather in its areas of operation in addition to the inherent risks of relying on satellites which operate in the distant and unpredictable conditions in space. The frequency and severity of extreme weather events may increase in future months and years, and such extreme weather may adversely affect the Company's ability to provide products and services. Extreme weather events could damage or destroy ground stations, resulting in a disruption of service to the Company's customers. The Company has failover and business continuity plans in the event of such events, as well as the technology to help safeguard antennas and protect ground stations during natural disasters such as a hurricane, but the collateral effects of disasters such as flooding may impair the functioning of the Company's ground equipment. If a future natural disaster impairs or destroys any ground facilities, Company may be unable to provide service to customers in the affected area for a period of time and may incur an impairment charge lowering the Company's operating income. Other extreme weather events, such as a fire, also pose a risk to the functioning of the Company's business.

The Company's business operations and ability to deliver products and services to customers may also be adversely affected by equipment and labor shortages, equipment failure, deliverability difficulties, environmental impacts, increases in operating cost structures, community or industrial actions, natural disasters, interruptions to the supply of power, or other circumstances which may result in the delay, suspension or termination of the Company's operations, and may result in a material adverse effect on the Company's business and financial position.

Any such service interruption suffered by the Company could damage its business reputation and affect its profitability. If a service interruption was prolonged, the Company could lose key customer contracts and may be unable to win new contracts, which would adversely affect its financial position. Operational or business delays, and damage to reputation, may result from any disruption failure or corruption of the Company's information systems and the systems of its

providers and customers. This could lead to operational and business delays and damage to the Company's reputation and could affect its business and financial position.

33. Disruption or Failure of Technology Systems

There is a risk that the Company may become the subject of a system failure, virus, or other negative event which could compromise the technology rendering the Company's services unavailable for a period of time or result in the loss, theft or corruption of sensitive data. The effect of any such event could extend to reputational damage, regulatory scrutiny, claims from affected clients and their customers and fines. Such circumstances could negatively impact upon the Company's business, financial performance and operations.

34. Global Reduction in Bandwidth Costs

The Company's financial targets may be compromised by the ongoing decline in bandwidth costs globally. This decline has been caused by a variety of factors including global oversupply of bandwidth and increased competition and low barriers to entry to certain markets, primarily with aviation players coming into the maritime sector. This price erosion may be exacerbated by the current high throughput satellite systems and anticipated launch of LEO constellations over the next few years. This price erosion may also lead to increased competition across the Company's business, as satellite operators may move into end-customer service provision (in part to offset the impact of price erosion). These reductions may impact the Company's future financial performance.

35. Compliance with Regulatory and Licensing Requirements

Changes to, or failure to comply with, the regulatory and licensing requirements to which the Company is subject could materially adversely affect the Company's business and financial position.

The provision of telecommunications services is highly regulated in most of the countries in which the Company operates. The Company is required to obtain approvals from national and local authorities in connection with many of the services that it provides. Obtaining and maintaining these approvals can involve significant time and expense. If the Company cannot obtain or is delayed in obtaining the required regulatory approvals, it may not be able to provide these services to customers or expand its service offerings. In addition, the laws and regulations to which the Company is subject could change at any time, thus making it more difficult for the Company to obtain new regulatory approvals or causing existing approvals to be revoked or adversely modified. Because the regulatory schemes vary by jurisdiction, the Company may also be subject to regulations of which it is not presently aware and could be subject to sanctions by a foreign government that could materially and adversely affect operations in that jurisdiction. If the Company cannot comply with the laws and regulations that apply to it then it could lose revenue from services provided to the countries and territories covered by these laws and regulations and be subject to criminal or civil sanctions. It could also face enforcement action which could result in, among other things, the imposition of fines, the cancellation of licenses or imposition of additional license terms and conditions, or the refusal to grant regulatory authority or permission necessary for the future provision of services.

36. Unanticipated Tax Liabilities

The Company may become subject to unanticipated tax liabilities that may have a material adverse effect on its business and financial position. Future changes in taxation laws in the jurisdictions in which the Company operates, including changes in interpretation or application of existing laws by the courts or taxation authorities in those jurisdictions, may affect taxation treatment of the Speedcast's shares or the holding or disposal of those securities.

37. Currency Risk

The Company is exposed to fluctuations in the value of foreign currencies. Speedcast's financial reports are presented in U.S. dollars. However, a substantial proportion of the Company's sales revenue, expenditures and cash flows are generated in various other currencies, including euro. Foreign exchange risk arises from those transactions denominated in a currency other than the functional currency of the entity entering into the transaction. Foreign currency risk also arises from assets and liabilities denominated in currencies other than the functional currency of the Company's entities to which they relate. The Company's most significant foreign currency exposures are in relation to Australian dollar ("AUD"), euro ("EUR") and pounds Sterling ("GBP"). Any adverse exchange rate fluctuations or volatility in the currencies in which the Company generates its revenues and cash flows, and incurs its costs, would have an adverse effect on the Company's future financial performance and position.

38. Downturn in the Cruise Industry

The Company currently derives 18% of its revenue from the cruise industry. While there is a general upward trend in annual passenger numbers on the cruise industry, the spread of COVID-19 is likely to adversely affect the cruise industry due to actual or perceived risk of the virus spreading between passengers on cruise ships. This could significantly reduce passenger numbers in the near term and have a material adverse effect on the cruise industry. Any significant reduction in cruise passenger numbers could reduce demand for the Company's maritime products and services and/or could lead to the renegotiation of terms with cruise customers on terms which are less advantageous to the Company than existing terms.

Factors Relating to Securities to Be Issued under Plan

39. Market for Securities

There is currently no market for the New Equity Interests, and there can be no assurance as to the development or liquidity of any market for any such securities.

The Reorganized Debtors are under no obligation to list the New Equity Interests on any national securities exchange or over-the-counter market. Therefore, there can be no assurance that any of the foregoing securities will be tradable or liquid at any time after the Effective Date. If a trading market does not develop or is not maintained, holders of the foregoing securities may experience difficulty in reselling such securities or may be unable to sell them at all. Even if such a market were to exist, such securities could trade at prices higher or lower than the estimated value set forth in the Disclosure Statement depending upon many factors including prevailing interest rates, markets for similar securities, industry conditions, and the performance of, and investor

expectations for the Reorganized Debtors. Accordingly, holders of these securities may bear certain risks associated with holding securities for an indefinite period of time.

40. Potential Dilution

The ownership percentage represented by the New Equity Interests distributed on the Effective Date under the Plan will be subject to dilution from the equity issued in connection with the Management Incentive Plan, any other shares that may be issued in connection with the Plan or post-emergence, and the conversion of any options, warrants, convertible securities, exercisable securities, or other securities that may be issued post-emergence.

41. New Speedcast Parent is Expected to be a Holding Company

New Speedcast Parent will be formed on or prior to the Effective Date and is expected to be a holding company with no business operations of its own or material assets other than the stock of its subsidiaries. Therefore, New Speedcast Parent will be dependent upon the earnings and cash flows from its subsidiaries, if and only to the extent available, in the form of dividends and other payments or distributions, to meet its debt service and related obligations. Contractual provisions or laws, as well as its subsidiaries' financial conditions and operating results, may limit New Speedcast Parent's ability to obtain, from such subsidiaries, the cash required to meet such debt service or related obligations. Applicable tax laws may also subject such payments to further taxation. The inability to obtain cash from its subsidiaries may limit New Speedcast Parent's ability to meet its debt service and related obligations even though there may be sufficient resources on a consolidated basis to satisfy such obligations.

42. New Equity Interests Subordinated to Reorganized Debtors' Indebtedness

In any subsequent liquidation, dissolution, or winding up of the Reorganized Debtors, the New Equity Interests would rank below all debt claims against the Reorganized Debtors. As a result, holders of the New Equity Interests will not be entitled to receive any payment or other distribution of assets upon the liquidation, dissolution, or winding up of the Reorganized Debtors until after all the Reorganized Debtors' obligations to their debt holders have been satisfied.

43. Implied Valuation of New Equity Interests Not Intended to Represent Trading Value of New Equity Interests

The valuation of the Reorganized Debtors is not intended to represent the trading value of New Equity Interests in public or private markets and is subject to additional uncertainties and contingencies, all of which are difficult to predict. Actual market prices of such securities at issuance will depend upon, among other things: (i) prevailing interest rates; (ii) conditions in the financial markets; (iii) the anticipated initial securities holdings of prepetition creditors, some of whom may prefer to liquidate their investment rather than hold it on a long-term basis; and (iv) other factors that generally influence the prices of securities. The actual market price of the New Equity Interests may be volatile. Many factors, including factors unrelated to the Reorganized Debtors' actual operating performance and other factors not possible to predict, could cause the market price of the New Equity Interests to rise and fall. Accordingly, the implied value, stated herein and in the Plan, of the securities to be issued does not necessarily reflect, and should

not be construed as reflecting, values that will be attained for the New Equity Interests in the public or private markets.

44. No Intention to Pay Dividends

New Speedcast Parent may not pay any dividends on the New Equity Interests and may instead retain any future cash flows for debt reduction and to support its operations. As a result, the success of an investment in the New Equity Interests may depend entirely upon any future appreciation in the value of the New Equity Interests. There is, however, no guarantee that the New Equity Interests will appreciate in value or even maintain their initial value.

45. Significant Holders

The Successful Plan Sponsor is expected to acquire all of the New Equity Interests pursuant to the Plan and the ECA. Such holders, if their decisions are aligned, would be in a position to control the outcome of all actions requiring stockholder approval, including the election of directors, without the approval of other stockholders. This concentration of ownership could also facilitate or hinder a negotiated change of control of the Reorganized Debtors and, consequently, have an impact upon the value of the New Equity Interests.

46. New Equity Interests May Be Subject to Further Dilution

The New Equity Interests to be issued on the Effective Date are subject to dilution from (i) New Equity Interests issued pursuant to the Management Incentive Plan, and (ii) other New Equity Interests issued by the Reorganized Debtors after the Effective Date. The Reorganized Debtors may issue equity securities in connection with future investments, acquisitions, or capital raising transactions. Such issuances or grants could constitute a significant portion of the then-outstanding common stock, which may result in a dilution in ownership of common stock, including shares of New Equity Interests issued pursuant to the Plan.

Additional Factors

47. Debtors Could Withdraw Plan

The Plan may be revoked or withdrawn prior to the Confirmation Date by the Debtors.

48. Debtors Have No Duty to Update

The statements contained in the Disclosure Statement are made by the Debtors as of the date hereof, unless otherwise specified herein, and the delivery of the Disclosure Statement after that date does not imply that there has been no change in the information set forth herein since that date. The Debtors have no duty to update the Disclosure Statement unless otherwise ordered to do so by the Bankruptcy Court.

49. No Representations Outside the Disclosure Statement Are Authorized

No representations concerning or related to the Debtors, the Chapter 11 Cases, or the Plan are authorized by the Bankruptcy Court or the Bankruptcy Code, other than as set forth in the Disclosure Statement.

Any representations or inducements made to secure your vote for acceptance or rejection of the Plan that are other than those contained in, or included with, the Disclosure Statement should not be relied upon in making the decision to vote to accept or reject the Plan.

50. No Legal or Tax Advice Is Provided by the Disclosure Statement

The contents of the Disclosure Statement should not be construed as legal, business, or tax advice. Each holder of a Claim or Interest should consult their own legal counsel and accountant as to legal, tax, and other matters concerning their Claim or Interest.

The Disclosure Statement is not legal advice to you. The Disclosure Statement may not be relied upon for any purpose other than to determine how to vote on the Plan or object to confirmation of the Plan.

51. No Admission Made

Nothing contained herein or in the Plan will constitute an admission of, or will be deemed evidence of, the tax or other legal effects of the Plan on the Debtors or holders of Claims or Interests.

52. Certain Tax Consequences

For a discussion of certain tax considerations to the Debtors and certain holders of Claims in connection with the implementation of the Plan, see Article VII hereof.

53. Potential Dilution of Unsecured Trade Claims

On July 27, 2020, the Bankruptcy Court entered the order authorizing, among other things, the Debtors to enter into the Intelsat Contract (Docket No. 545). Pursuant to the Intelsat Contract, in the event it terminates in accordance with its terms, Intelsat's rights are fully preserved to assert its prepetition Claims and an administrative Claim with respect to services provided on and after July 1, 2020 against the Debtors. The Debtors have no intention of terminating the Intelsat Contract and for purposes of the Plan have estimated Intelsat's Claim as \$0. The termination of the Intelsat Contract would result in the dilution of recoveries of other Unsecured Trade Creditors in Class 4A.

IX.

VOTING PROCEDURES AND REQUIREMENTS

Before voting to accept or reject the Plan, each Eligible Holder should carefully review the Plan attached hereto as **Exhibit A**. All descriptions of the Plan set forth in the Disclosure Statement are subject to the terms and provisions of the Plan.

Voting Deadline

All Eligible Holders have been sent a “**Ballot**” together with the Disclosure Statement. Such holders should read the Ballot carefully and follow the instructions contained therein. Please use only the Ballot that accompanies the Disclosure Statement to cast your vote.

The Debtors have engaged the Voting Agent to assist in the transmission of voting materials and in the tabulation of votes with respect to the Plan. **FOR YOUR VOTE TO BE COUNTED, YOUR VOTE MUST BE RECEIVED BY THE VOTING AGENT AT THE ADDRESS SET FORTH BELOW ON OR BEFORE THE VOTING DEADLINE OF 4:00 P.M. (PREVAILING CENTRAL TIME) ON DECEMBER 8, 2020, UNLESS EXTENDED BY THE DEBTORS.**

IF A BALLOT IS DAMAGED OR LOST, YOU MAY CONTACT THE VOTING AGENT AT THE NUMBER SET FORTH BELOW TO RECEIVE A REPLACEMENT BALLOT. ANY BALLOT THAT IS EXECUTED AND RETURNED BUT WHICH DOES NOT INDICATE A VOTE FOR ACCEPTANCE OR REJECTION OF THE PLAN WILL NOT BE COUNTED.

IF YOU HAVE ANY QUESTIONS CONCERNING VOTING PROCEDURES, YOU MAY CONTACT THE VOTING AGENT AT:

Kurtzman Carson Consultants LLC
Telephone: (877)-709-4758 (domestic toll free) or (424)-236-7236 (international)
E-mail: speedcastinfo@kccllc.com

Additional copies of the Disclosure Statement are available upon request made to the Voting Agent, at the telephone numbers or e-mail address set forth immediately above.

Voting Procedures

The Debtors are providing copies of the Disclosure Statement (including all exhibits and appendices), related materials, and a Ballot (collectively, a “**Solicitation Package**”) to Eligible Holders.

Eligible Holders should provide all of the information requested by the Ballot, and should complete and return all Ballots received in the enclosed, self-addressed, postage-paid envelope provided with each such Ballot to the Voting Agent.

In addition to accepting mailed Ballots, the Debtors will also be accepting Ballots via electronic, online transmission through an e-ballot platform available on KCC’s website. Holders of Claims may cast their Ballots electronically, by completing and electronically signing and submitting such Ballot via the platform. Instructions for casting an electronic Ballot are available on KCC’s website at <http://www.kccllc.net/speedcast> and on each Ballot. The encrypted ballot data and audit trail created by such electronic submission shall become part of the record of any electronic Ballot submitted in this manner and the creditor’s electronic signature will be deemed to be an original signature that is legally valid and effective. For the avoidance of doubt, electronic submissions of Ballots may only be made via the e-ballot platform. Ballots submitted by electronic mail, facsimile, or any other means of electronic submission will not be counted.

Parties Entitled to Vote

Under the Bankruptcy Code, only holders of claims or interests in “impaired” classes are entitled to vote on a plan. Under section 1124 of the Bankruptcy Code, a class of claims or interests is deemed to be “impaired” under a plan unless: (1) the plan leaves unaltered the legal, equitable, and contractual rights to which such claim or interest entitles the holder thereof; or (2) notwithstanding any legal right to an accelerated payment of such claim or interest, the plan cures all existing defaults (other than defaults resulting from the occurrence of events of bankruptcy) and reinstates the maturity of such claim or interest as it existed before the default.

If, however, the holder of an impaired Allowed Claim or Interest will not receive or retain any distribution under the Plan on account of such Claim or Interest, the Bankruptcy Code deems such holder to have rejected the Plan, and, accordingly, holders of such Claims and Interests do not actually vote on the Plan. If an Allowed Claim or Interest is not impaired by the Plan, the Bankruptcy Code deems the holder of such Allowed Claim or Interest to have accepted the Plan and, accordingly, holders of such Allowed Claims and Interests are not entitled to vote on the Plan, and therefore will not receive a Ballot.

A vote may be disregarded if the Bankruptcy Court determines, pursuant to section 1126(e) of the Bankruptcy Code, that it was not solicited or procured in good faith or in accordance with the provisions of the Bankruptcy Code.

The Bankruptcy Code defines “acceptance” of a plan by a class of: (1) Claims as acceptance by creditors in that class that hold at least two-thirds (2/3) in dollar amount and more than one-half (1/2) in number of the Claims that cast ballots for acceptance or rejection of a plan; and (2) Interests as acceptance by interest holders in that class that hold at least two-thirds (2/3) in amount of the Interests that cast ballots for acceptance or rejection of a plan.

The Claims in the following classes are impaired under the Plan and entitled to vote to accept or reject the Plan:

Class 4A – Unsecured Trade Claims

Class 4B – Other Unsecured Claims

In addition, holders of Syndicated Facility Secured Claims (Class 3) are entitled to vote to accept or reject the Plan.⁹

An Eligible Holder should vote on the Plan by completing a Ballot in accordance with the instructions therein and as set forth above.

All submitted Ballots must be signed by the Eligible Holder (either manually or through the electronic process described above), or any person who has obtained a properly completed Ballot

⁹ Class 3 is Unimpaired. However, the Debtors are soliciting votes to accept or reject the Plan from holders of Syndicated Facility Secured Claims to the extent Class 3 is determined to be Impaired under the Plan by the Bankruptcy Court.

proxy from the Eligible Holder by the Voting Record Date. Unless otherwise ordered by the Bankruptcy Court, Ballots that are signed, dated, and timely received, but on which a vote to accept or reject the Plan has not been indicated, will not be counted. The Debtors, in their sole discretion, may request that the Voting Agent attempt to contact such voters to cure any such defects in the Ballots. Any Ballot marked to both accept and reject the Plan will not be counted. Whenever a holder of Claims casts more than one Ballot voting the same Claim(s) before the Voting Deadline, the last valid Ballot received on or before the Voting Deadline shall be deemed to reflect such creditor's or equity security holder's intent, and thus, to supersede any prior Ballot. Following the Voting Deadline, no Ballot may be changed or revoked. An otherwise properly executed Ballot that attempts to partially accept and partially reject the Plan will likewise not be counted.

The Ballots provided to Eligible Holders will reflect the principal amount of such Eligible Holder's Claim; however, when tabulating votes, the Voting Agent may adjust the amount of such Eligible Holder's Claim to reflect all amounts accrued between the Voting Record Date and the Petition Date including interest.

Under the Bankruptcy Code, for purposes of determining whether the requisite votes for acceptance have been received, only Eligible Holders who actually vote will be counted. The failure of a holder to deliver a duly executed Ballot to the Voting Agent will be deemed to constitute an abstention by such holder with respect to voting on the Plan and such abstentions will not be counted as votes for or against the Plan.

Except as provided below, unless the Ballot is timely submitted to the Voting Agent before the Voting Deadline, the Debtors may, in their sole discretion, reject such Ballot as invalid, and therefore decline to utilize it in connection with seeking confirmation of the Plan.

1. Fiduciaries and Other Representatives

If a Ballot is signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation, or another, acting in a fiduciary or representative capacity, such person should indicate such capacity when signing and, if requested, must submit proper evidence satisfactory to the Debtors of authority to so act. Authorized signatories should submit the separate Ballot of each Eligible Holder for whom they are voting.

2. Agreements Upon Furnishing Ballots

The delivery of an accepting Ballot pursuant to one of the procedures set forth above will constitute the agreement of the creditor with respect to such Ballot to accept: (i) all of the terms of, and conditions to, this Solicitation; and (ii) the terms of the Plan including the releases, exculpations, and injunction set forth in Sections 10.5, 10.6, 10.7, 10.8, and 10.9 therein. All parties in interest retain their right to object to confirmation of the Plan pursuant to section 1128 of the Bankruptcy Code.

3. Change of Vote

Any party who has previously submitted to the Voting Agent before the Voting Deadline a properly completed Ballot may revoke such Ballot and change its vote by submitting to the Voting

Agent before the Voting Deadline a subsequent, properly completed Ballot voting for acceptance or rejection of the Plan.

Waivers of Defects, Irregularities, etc.

Unless otherwise directed by the Bankruptcy Court, all questions as to the validity, form, eligibility (including time of receipt), acceptance, and revocation or withdrawals of Ballots will be determined by the Voting Agent or the Debtors, as applicable, in their sole discretion, which determination will be final and binding. The Debtors reserve the right to reject any and all Ballots submitted by any of their respective creditors not in proper form, the acceptance of which would, in the opinion of the Debtors or their counsel, as applicable, be unlawful. The Debtors further reserve their respective rights to waive any defects or irregularities or conditions of delivery as to any particular Ballot. The interpretation (including the Ballot and the respective instructions thereto) by the applicable Debtor, unless otherwise directed by the Bankruptcy Court, will be final and binding on all parties. Unless waived, any defects or irregularities in connection with deliveries of Ballots must be cured within such time as the Debtors (or the Bankruptcy Court) determines. Neither the Debtors nor any other person will be under any duty to provide notification of defects or irregularities with respect to deliveries of Ballots nor will any of them incur any liabilities for failure to provide such notification. Unless otherwise directed by the Bankruptcy Court, delivery of such Ballots will not be deemed to have been made until such irregularities have been cured or waived. Ballots previously furnished (and as to which any irregularities have not theretofore been cured or waived) will be invalidated.

Further Information, Additional Copies

If you have any questions or require further information about the voting procedures for voting your claims or about the packet of material you received, or if you wish to obtain an additional copy of the Plan, the Disclosure Statement, or any exhibits to such documents, please contact the Voting Agent.

X.

CONFIRMATION OF PLAN AND FINAL APPROVAL OF THE DISCLOSURE STATEMENT

Confirmation Hearing

Section 1128(a) of the Bankruptcy Code requires the Bankruptcy Court to hold a confirmation hearing upon appropriate notice to all required parties. The Confirmation Hearing is scheduled to begin December 17, 2020 at 9:00 a.m. (prevailing Central Time). Notice of the Confirmation Hearing will be provided to all known creditors and equity holders or their representatives in accordance with the *Emergency Motion of Debtors for Entry of an Order (I) Scheduling Combined Hearing on (A) Adequacy of Disclosure Statement and (B) Confirmation of Plan; (II) Conditionally Approving Disclosure Statement; (III) Approving Solicitation Procedures and Form and Manner of Notice of Combined Hearing and Objection Deadline; (IV) Fixing Deadline to Object to Disclosure Statement and Plan; (V) Approving Notice and Objection Procedures for the Assumption of Executory Contracts and Unexpired Leases; (VI) Approving Plan Sponsor Selection Procedures; and (VIII) Granting Related Relief*. The Debtors will seek final approval

of the Disclosure Statement at the Confirmation Hearing. The Confirmation Hearing may be adjourned from time to time by the Bankruptcy Court without further notice except for the announcement of the continuation date made at the Confirmation Hearing, at any subsequent continued Confirmation Hearing, or pursuant to a notice filed on the docket for the Chapter 11 Cases.

Objections to Confirmation

Section 1128(b) of the Bankruptcy Code provides that any party in interest may object to the confirmation of a plan. Any objection to confirmation of the Plan must be in writing, must conform to the Bankruptcy Rules and the Local Rules, must set forth the name of the objector, the nature and amount of the Claims held or asserted by the objector against the Debtors' estates or properties, the basis for the objection and the specific grounds therefore, and must be filed with the Bankruptcy Court, with a copy to the chambers of the United States Bankruptcy Judge appointed to the Chapter 11 Cases, together with proof of service thereof, and served upon the following parties, including such other parties as the Bankruptcy Court may order.

- a) **Debtors** at
SpeedCast International Limited
4400 S. Sam Houston Parkway East
Houston, Texas 77048
Attn: Dominic Gyngell
- b) **Counsel to Debtors** at
Weil, Gotshal & Manges LLP
700 Louisiana Street, Suite 1700
Houston, Texas 77002
Attn: Alfredo R. Pérez (Alfredo.Perez@weil.com)
Brenda Funk (Brenda.Funk@weil.com)
Stephanie Morrison (Stephanie.Morrison@weil.com)

– and –

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153
Attn: Gary T. Holtzer (Gary.Holtzer@weil.com)
David N. Griffiths (David.Griffiths@weil.com)

- c) **Counsel to Centerbridge** at
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51 West 52nd Street
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Attn: Richard G. Mason (RGMason@wlrk.com)
Victor Goldfeld (VGoldfeld@wlrk.com)
John R. Sobolewski (JRSobolewski@wlrk.com)
Benjamin S. Arfa (BSArfa@wlrk.com)

– and –

Vinson & Elkins LLP
1001 Fannin Street, Suite 2500
Houston, Texas 10153
Attn: Paul E. Heath (pheath@velaw.com)
Matthew W. Moran (mmoran@velaw.com)

- d) **Counsel to the Creditors’ Committee** at
Hogan Lovells US LLP
390 Madison Avenue
New York, New York 10017
Telephone: (212) 918-3000
Attn: David P. Simonds (david.simonds@hoganlovells.com)
Ronald J. Silverman (ronald.silverman@hoganlovells.com)
Jennifer Y. Lee (jennifer.lee@hoganlovells.com)
- e) **Office of the U.S. Trustee** at
Office of the U.S. Trustee for Region 7
515 Rusk Street, Suite 3516
Houston, Texas 77002

**UNLESS AN OBJECTION TO CONFIRMATION IS TIMELY SERVED AND FILED,
IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.**

Requirements for Confirmation of Plan

The Bankruptcy Court will confirm the Plan only if all of the requirements of section 1129 of the Bankruptcy Code are met. Among the requirements for confirmation are that the Plan is (i) accepted by all impaired Classes of Claims and Interests entitled to vote or, if the Plan is rejected or deemed rejected by an impaired Class, at least one impaired Class has voted to accept the Plan and a determination that the Plan “does not discriminate unfairly” and is “fair and equitable” as to such Class; (ii) in the “best interests” of the holders of Claims and Interests impaired under the Plan; and (iii) feasible.

1. Acceptance of Plan

Under the Bankruptcy Code, a Class accepts a chapter 11 plan if (i) holders of two-thirds (2/3) in amount and (ii) with respect to holders of Claims, more than a majority in number of the allowed claims in such Class (other than those designated under section 1126(e) of the Bankruptcy Code) vote to accept the Plan. Holders of Claims that fail to vote are not counted in determining the thresholds for acceptance of the Plan.

2. Fair and Equitable Test

If any impaired Class of Claims or Interests does not accept the Plan (or is deemed to reject the Plan), the Bankruptcy Court may still confirm the Plan at the request of the Debtors if, at least one

impaired Class has voted to accept the Plan and as to each impaired Class of Claims or Interests that has not accepted the Plan (or is deemed to reject the Plan), the Plan “does not discriminate unfairly” and is “fair and equitable” under the so-called “cramdown” provisions set forth in section 1129(b) of the Bankruptcy Code. The “unfair discrimination” test applies to classes of claims or interests that are of equal priority but are receiving different treatment under the Plan. A chapter 11 plan does not discriminate unfairly, within the meaning of the Bankruptcy Code, if the legal rights of a dissenting class are treated in a manner consistent with the treatment of other classes whose legal rights are substantially similar to those of the dissenting class and if no class of claims or interests receives more than it legally is entitled to receive for its claims or interests. The test does not require that the treatment be the same or equivalent, but that such treatment be “fair.” The “fair and equitable” test applies to classes of different priority and status (*e.g.*, secured versus unsecured; claims versus interests) and includes the general requirement that no class of claims receive more than 100% of the allowed amount of the claims in such class. As to the dissenting class, the test sets different standards that must be satisfied for the Plan to be confirmed, depending on the type of claims or interests in such class. The following sets forth the “fair and equitable” test that must be satisfied as to each type of class for a plan to be confirmed if such class rejects the Plan:

- **Secured Creditors.** Each holder of an impaired secured claim either (i) retains its liens on the property, to the extent of the allowed amount of its secured claim, and receives deferred cash payments having a value, as of the effective date of the plan, of at least the allowed amount of such secured claim, (ii) has the right to credit bid, subject to section 363(k) of the Bankruptcy Code, the amount of its claim if its property on which it has a lien is sold and retains its lien on the proceeds of the sale, or (iii) receives the “indubitable equivalent” of its allowed secured claim.
- **Unsecured Creditors.** Either (i) each holder of an impaired unsecured claim receives or retains under the plan, property of a value, as of the effective date of the plan, equal to the amount of its allowed claim or (ii) the holders of claims and interests that are junior to the claims of the dissenting class will not receive any property under the plan.
- **Interests.** Either (i) each equity interest holder will receive or retain under the plan property of a value equal to the greater of (a) the fixed liquidation preference or redemption price, if any, of such equity interest and (b) the value of the equity interest or (ii) the holders of interests that are junior to the interests of the dissenting class will not receive or retain any property under the plan.

The Debtors believe the Plan satisfies the “fair and equitable” requirement with respect to any rejecting Class.

IF ALL OTHER CONFIRMATION REQUIREMENTS ARE SATISFIED AT THE CONFIRMATION HEARING, THE DEBTORS WILL ASK THE BANKRUPTCY COURT TO RULE THAT THE PLAN MAY BE CONFIRMED ON THE GROUND THAT THE SECTION 1129(b) REQUIREMENTS HAVE BEEN SATISFIED.

3. Best Interests Test

As noted above, with respect to each impaired class of claims and equity interests, confirmation of a plan requires that each such holder either: (i) accept the plan; or (ii) receive or retain under the plan property of a value, as of the effective date of the plan, that is not less than the value such holder would receive or retain if the debtors were liquidated under chapter 7 of the Bankruptcy Code. This requirement is referred to as the “best interests test.”

This test requires a bankruptcy court to determine what the holders of allowed claims and allowed equity interests in each impaired class would receive from a liquidation of the debtor’s assets and properties in the context of a liquidation under chapter 7 of the Bankruptcy Code. To determine if a plan is in the best interests of each impaired class, the value of the distributions from the proceeds of the liquidation of the debtor’s assets and properties (after subtracting the amounts attributable to the aforesaid claims) is then compared with the value offered to such classes of claims and equity interests under the plan.

The Debtors believe that under the Plan all holders of impaired Claims and Interests will receive property with a value not less than the value such holder would receive in a liquidation under chapter 7 of the Bankruptcy Code. The Debtors’ belief is based primarily on: (i) consideration of the effects that a chapter 7 liquidation would have on the ultimate proceeds available for distribution to holders of impaired Claims and Interests; and (ii) the Liquidation Analysis attached hereto as **Exhibit D**.

The Debtors believe that any liquidation analysis is speculative, as it is necessarily premised on assumptions and estimates which are inherently subject to significant uncertainties and contingencies, many of which would be beyond the control of the Debtors. The Liquidation Analysis provided in **Exhibit D** is solely for the purpose of disclosing to holders of Claims and Interests the effects of a hypothetical chapter 7 liquidation of the Debtors, subject to the assumptions set forth therein. There can be no assurance as to values that would actually be realized in a chapter 7 liquidation nor can there be any assurance that a bankruptcy court will accept the Debtors’ conclusions or concur with such assumptions in making its determinations under section 1129(a)(7) of the Bankruptcy Code.

4. Feasibility

Section 1129(a)(11) of the Bankruptcy Code requires that a debtor demonstrate that confirmation of a plan is not likely to be followed by liquidation or the need for further financial reorganization. For purposes of determining whether the Plan meets this requirement, the Debtors have analyzed their ability to meet their obligations under the Plan. As part of this analysis, the Debtors have prepared the consolidated financial projections for the Reorganized Debtors (collectively with the reserve information, development of schedules, and financial information, the “**Financial Projections**”) for the fiscal years 2020 through 2023 (the “**Projection Period**”). The Financial Projections, and the assumptions on which they are based, are annexed hereto as **Exhibit E**. Based upon such Financial Projections, the Debtors believe they will have sufficient resources to make all payments required pursuant to the Plan and that confirmation of the Plan is not likely to be followed by liquidation or the need for further reorganization. Moreover, Article IX hereof sets forth certain risk factors that could impact the feasibility of the Plan.

The Debtors do not, as a matter of course, publish their business plans or strategies, projections or anticipated financial position. Accordingly, the Debtors do not anticipate that they will, and disclaim any obligation to, furnish updated business plans or Financial Projections to parties in interest after the Confirmation Date, or to include such information in documents required to be filed with ASIC or otherwise make such information public, unless required to do so by ASIC or other regulatory bodies. In connection with the planning and development of the Plan, the Financial Projections were prepared by the Debtors, with the assistance of their professionals, to present the anticipated impact of the Plan. The Financial Projections assume that the Plan will be implemented in accordance with its stated terms. The Financial Projections are based on forecasts of key economic variables and may be significantly impacted by, among other factors, the COVID-19 pandemic, oil and natural gas prices, expectations regarding future commodity prices, the level of activity of oil and natural gas exploration, development, and production domestically and internationally, demand for drilling services, competition and supply of competing rigs, changes in the political environment of the countries in which the Debtors operate, regulatory changes, and a variety of other factors. Consequently, the estimates and assumptions underlying the Financial Projections are inherently uncertain and are subject to material business, economic, and other uncertainties. Therefore, such Financial Projections, estimates, and assumptions are not necessarily indicative of current values or future performance, which may be significantly less or more favorable than set forth herein.

The Financial Projections should be read in conjunction with the assumptions, qualifications, and explanations set forth in the Disclosure Statement, the Plan, and the Plan Supplement (when filed), in their entirety, and the historical consolidated financial statements (including the notes and schedules thereto).

XI. ALTERNATIVES TO CONFIRMATION AND CONSUMMATION OF PLAN

The Debtors have evaluated several alternatives to the Plan. After studying these alternatives, the Debtors have concluded that the Plan is the best alternative and will maximize recoveries to parties in interest, assuming confirmation and consummation of the Plan. If the Plan is not confirmed and consummated, the alternatives to the Plan are: (i) the preparation and presentation of an alternative reorganization; (ii) the a sale of some or all of the Debtors' assets pursuant to section 363 of the Bankruptcy Code; or (iii) a liquidation under chapter 7 of the Bankruptcy Code.

Alternative Plan of Reorganization

If the Plan is not confirmed, the Debtors (or if the Debtors' exclusive period in which to file a plan of reorganization has expired, any other party in interest) could attempt to formulate a different plan. Such a plan might involve either: (i) a reorganization and continuation of the Debtors' businesses or (ii) an orderly liquidation of their assets. The Debtors, however, believe that the Plan, as described herein, enables their creditors to realize the most value under the circumstances. Additionally, there is no assurance that an alternative plan will garner the support of the Creditors' Committee.

Sale under Section 363 of the Bankruptcy Code

If the Plan is not confirmed, the Debtors could seek from the Bankruptcy Court, after notice and hearing, authorization to sell their assets under section 363 of the Bankruptcy Code. Holders of Claims in Class 3 would be entitled to credit bid, subject to the restrictions in the Bankruptcy Code, including section 363(k), on any property to which their security interest is attached, and to offset their Claims against the purchase price of the property. In addition, the security interests in the Debtors' assets held by holders of Claims in Class 3 would attach to the proceeds of any sale of the Debtors' assets. After these Claims are satisfied, the remaining funds, if any, could be used to pay holders of Claims in Classes 4A and 4B. At the outset of these chapter 11 cases, the Debtors agreed to advise the Original DIP Lenders whether a plan of reorganization or a sale under section 363 of the Bankruptcy Code was the optimal path for maximizing value. Such analysis was delivered on April 30, 2020 and concluded that a plan of reorganization would be more effective than a sale under section 363 of the Bankruptcy Code in maximizing value for all creditors. Based upon this analysis and further consideration of their alternatives, the Debtors believe that a sale of their assets under section 363 of the Bankruptcy Code would yield a significantly lower recovery for holders of Claims than the Plan. Currently, the debtors are not aware of any alternative plans of reorganization that would be confirmable under the requirements of Section 1129 of the Bankruptcy Code.

Liquidation under Chapter 7 of Bankruptcy Code

If no plan can be confirmed, the Chapter 11 Cases may be converted to cases under chapter 7 of the Bankruptcy Code in which a trustee would be elected or appointed to liquidate the assets of the Debtors for distribution to their creditors in accordance with the priorities established by the Bankruptcy Code. The effect that a chapter 7 liquidation would have on the recovery of holders of Allowed Claims and Interests is set forth in the Liquidation Analysis attached hereto as **Exhibit D**.

The Debtors believe that liquidation under chapter 7 would result in smaller distributions to creditors than those provided for in the Plan because of, among other things, the delay resulting from the conversion of the Chapter 11 Cases, the additional administrative expenses associated with the appointment of a trustee and the trustee's retention of professionals who would be required to become familiar with the many legal and factual issues in the Chapter 11 Cases, and the loss in value attributable to an expeditious liquidation of the Debtors' assets as required by chapter 7.

XII.

CONCLUSION AND RECOMMENDATION

The Debtors believe the Plan is in the best interests of all stakeholders and urge the holders of Claims in Classes 3, 4A, and 4B to vote in favor of the Plan.

Dated: November 3, 2020
Houston, Texas

Respectfully submitted,

SPEEDCAST INTERNATIONAL LIMITED, on
behalf of itself and its undersigned subsidiaries

/s/ Michael Healy

Name: Michael Healy

Title: Chief Restructuring Officer

CAPROCK COMMUNICATIONS
(AUSTRALIA) PTY LTD
CAPROCK COMMUNICATIONS PTE. LTD
CAPROCK COMUNICAÇÕES DO BRASIL
LTDA.
CAPROCK PARTICIPAÇÕES DO BRASIL
LTDA.
CAPROCK UK LIMITED
CCI SERVICES CORP.
COSMOS HOLDINGS ACQUISITION CORP.
EVOLUTION COMMUNICATIONS GROUP
LIMITED
GLOBECOMM EUROPE B.V.
GLOBECOMM NETWORK SERVICES
CORPORATION HCT ACQUISITION, LLC
HERMES DATACOMMUNICATIONS
INTERNATIONAL LIMITED
MARITIME COMMUNICATION SERVICES,
INC.
NEWCOM INTERNATIONAL, INC.
OCEANIC BROADBAND SOLUTIONS PTY
LTD
SATELLITE COMMUNICATIONS
AUSTRALIA PTY LTD
SPACELINK SYSTEMS II, LLC
SPACELINK SYSTEMS, LLC
SPEEDCAST AMERICAS, INC.
SPEEDCAST AUSTRALIA PTY LIMITED
SPEEDCAST CANADA LIMITED
SPEEDCAST COMMUNICATIONS, INC.
SPEEDCAST CYPRUS LTD.
SPEEDCAST FRANCE SAS
SPEEDCAST GROUP HOLDINGS PTY LTD
SPEEDCAST LIMITED
SPEEDCAST MANAGED SERVICES PTY
LIMITED

SPEEDCAST NETHERLANDS B.V.
SPEEDCAST NORWAY AS
SPEEDCAST SINGAPORE PTE. LTD.
SPEEDCAST UK HOLDINGS LIMITED
TELAURUS COMMUNICATIONS LLC

Exhibit A

Plan

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

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

**AMENDED JOINT CHAPTER 11 PLAN OF
SPEEDCAST INTERNATIONAL LIMITED AND ITS DEBTOR AFFILIATES**

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*Counsel for the Debtors
and Debtors in Possession*

Dated: November 3, 2020
Houston, Texas

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

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Each of SpeedCast International Limited; CapRock Communications (Australia) Pty Ltd; CapRock Communications Pte. Ltd.; CapRock Comunicações do Brasil Ltda.; CapRock Participações do Brasil Ltda.; CapRock UK Limited; CCI Services Corp.; Cosmos Holdings Acquisition Corp.; Evolution Communications Group Limited; Globecom Europe B.V.; Globecom Network Services Corporation; HCT Acquisition, LLC; Hermes Datacommunications International Limited; Maritime Communication Services, Inc.; NewCom International, Inc.; Oceanic Broadband Solutions Pty Ltd; Satellite Communications Australia Pty Ltd; SpaceLink Systems II, LLC; SpaceLink Systems, LLC; SpeedCast Americas, Inc.; SpeedCast Australia Pty Limited; Speedcast Canada Limited; SpeedCast Communications, Inc.; Speedcast Cyprus Ltd.; SpeedCast France SAS; SpeedCast Group Holdings Pty Ltd; SpeedCast Limited; SpeedCast Managed Services Pty Limited; SpeedCast Netherlands B.V.; SpeedCast Norway AS; SpeedCast Singapore Pte. Ltd.; SpeedCast UK Holdings Limited; Telaurus Communications LLC (each, a “Debtor” and collectively, the “Debtors”) proposes the following joint chapter 11 plan of reorganization pursuant to section 1121(a) of the Bankruptcy Code. Capitalized terms used herein shall have the meanings set forth in section 1.1 below.

ARTICLE I. DEFINITIONS AND INTERPRETATION.

1.1 Definitions.

The following terms shall have the respective meanings specified below:

Administrative Expense Claim means any Claim against a Debtor for costs and expenses of administration of the Chapter 11 Cases pursuant to sections 327, 328, 330, 365, 503(b), 507(a)(2), or 507(b) of the Bankruptcy Code, including, (i) the actual and necessary costs and expenses incurred on or after the Petition Date and through the Effective Date of preserving the Estates, operating the businesses of the Debtors, or implementing any pre-Effective Date Restructuring Transactions, (ii) Allowed Fee Claims, and (iii) Restructuring Expenses.

Allowed means, (a) with respect to any Claim, (i) any Claim, proof of which was timely and properly filed, arising on or before the Effective Date that is not Disputed, (ii) any Claim that is listed in the Schedules as not contingent, not unliquidated, and/or not disputed, and for which no contrary proof of claim has been filed, (iii) any Claim that is compromised, settled, or otherwise resolved pursuant to the authority of the Debtors or Reorganized Debtors in a Final Order, (iv) any Claim expressly allowed by a Final Order, (v) following the Effective Date, with respect to (A) Unsecured Trade Claims and (B) Other Unsecured Claims, any Claim that may otherwise be determined by the Reorganized Debtors, (vi) any Claim expressly allowed under this Plan, and (vii) any Administrative Expense Claim (A) that was incurred by a Debtor in the ordinary course of business before the Effective Date to the extent due and owing without defense, offset, recoupment, or counterclaim of any kind, and (B) that is not otherwise Disputed, and (b) with respect to any Interest, such interest is reflected in the stock transfer ledger or similar register of any of the Debtors on the Distribution Record Date and is not subject to any objection or challenge. If a Claim is Allowed only in part, any provisions hereunder with respect to Allowed Claims are applicable solely to the Allowed portion of such Claim. Notwithstanding the foregoing, unless expressly waived herein, the Allowed amount of Claims or Interests shall be subject to and shall not exceed the limitations or maximum amounts permitted by the

Bankruptcy Code, including sections 502 or 503 of the Bankruptcy Code, to the extent applicable.

Allowed SFA Secured Claim Amount means the portion of the Direct Investment Amount attributable to the Syndicated Facility Secured Claim, which shall be \$150,000,000 or such greater amount as determined pursuant to the Plan Sponsor Selection Process and indicated in the Plan Supplement.

Amended By-Laws means, with respect to a Reorganized Debtor, such Reorganized Debtor's amended or amended and restated by-laws (including any articles of association, operating agreement, limited liability company agreement, partnership agreement or similar constitutional document, if any, required under the laws of such Reorganized Debtor's jurisdiction of organization), or similar document, as applicable, in form and substance acceptable to the Plan Sponsor, a substantially final form of which shall be included in the Plan Supplement, to the extent such document contains material changes to the existing document.

Amended Certificate of Incorporation means, with respect to a Reorganized Debtor, such Reorganized Debtor's amended or amended and restated certificate of incorporation (including any memorandum of association or similar constitutional document, if any, required under the laws of such Reorganized Debtor's jurisdiction of organization), or similar document, as applicable, in form and substance acceptable to the Plan Sponsor, a substantially final form of which shall be included in the Plan Supplement, to the extent such document contains material changes to the existing document.

Amended Organizational Documents means, with respect to any Reorganized Debtor, the Amended By-Laws and Amended Certificate of Incorporation.

Asset means all of the rights, title, and interests of a Debtor in and to property of whatever type or nature, including real, personal, mixed, intellectual, tangible, and intangible property.

ASX means ASX Limited or the market operated by it, as the context requires.

Avoidance Action means any action commenced, or that may be commenced, before or after the Effective Date pursuant to chapter 5 of the Bankruptcy Code, including sections 544, 547, 548, 549, 550, or 551.

Australian Administrator means, solely with respect to Speedcast Parent, one or more Person(s) appointed, if applicable, by the board of directors of the Speedcast Parent to serve as voluntary administrator with respect to the Speedcast Parent Administration.

Australian Deed Administrator means, solely with respect to Speedcast Parent, one or more Person(s) appointed, if applicable, under the terms of a Deed of Company Arrangement to serve as deed administrator to implement the terms of the Deed of Company Arrangement.

Australian Liquidator means, solely with respect to the Speedcast Parent, any liquidator who implements the winding down, liquidation, or dissolution of Speedcast Parent, as

may be required or prudent to implement this Plan or the Restructuring Transactions under the laws of Australia.

Bankruptcy Code means title 11 of the United States Code, as amended from time to time, as applicable to these Chapter 11 Cases.

Bankruptcy Court means the United States Bankruptcy Court for the Southern District of Texas having jurisdiction over the Chapter 11 Cases and, to the extent of any reference made under section 157 of title 28 of the United States Code or if the Bankruptcy Court is determined not to have authority to enter a Final Order on an issue, the unit of such District Court having jurisdiction over the Chapter 11 Cases under section 151 of title 28 of the United States Code.

Bankruptcy Rules means the Federal Rules of Bankruptcy Procedure as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code and any local rules of the Bankruptcy Court, in each case, as amended from time to time and applicable to the Chapter 11 Cases.

Business Day means any day other than a Saturday, a Sunday, or a “legal holiday” (as defined in Bankruptcy Rule 9006(a)).

CACIB means Credit Agricole Corporate and Investment Bank.

CACIB Settlement Agreement means the Settlement Agreement (Docket No. 680-1), which was subsequently approved by the CACIB Settlement Order.

CACIB Settlement Order means the *Order (I) Authorizing and Approving the Settlement by and among the Debtors, Credit Agricole Corporate and Investment Bank and Certain Lender Parties, and (II) Granting Related Relief* (Docket No. 784).

Cash means the legal tender of the United States of America or the equivalent thereof, including bank deposits, checks, and cash equivalents, as applicable.

Cause of Action means any action, claim, cross-claim, third-party claim, cause of action, controversy, dispute, demand, right, lien, indemnity, contribution, guaranty, suit, obligation, liability, loss, debt, fee or expense, damage, interest, judgment, cost, account, defense, remedy, recovery, offset, power, privilege, proceeding, license, and franchise of any kind or character whatsoever, known, unknown, foreseen or unforeseen, existing or hereafter arising, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, direct or indirect, choate or inchoate, secured or unsecured, assertable directly or derivatively (including any alter ego theories), whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity, or pursuant to any other theory of law. For the avoidance of doubt, Cause of Action also includes: (i) any right of setoff, counterclaim, or recoupment and any claim for breach of contract or for breach of duties imposed by law or in equity; (ii) the right to object to Claims or Interests; (iii) any claim pursuant to section 362 or chapter 5 of the Bankruptcy Code; (iv) any claim or defense including fraud, mistake, duress, and usury and any other defenses set forth in section 558 of the

Bankruptcy Code; and (v) any claims under any state or foreign law, including any fraudulent transfer or similar claims.

Chapter 11 Case means, with respect to a Debtor, such Debtor's case under chapter 11 of the Bankruptcy Code commenced on April 23, 2020 in the Bankruptcy Court, jointly administered with all other Debtors' cases under chapter 11 of the Bankruptcy Code, and styled *In re SpeedCast International Limited, et al.*, Ch. 11 Case No. 20-32243 (MI).

Claim means a "claim" as defined in section 101(5) of the Bankruptcy Code, as against any Debtor.

Claims Register means the register of proofs of Claim maintained by Kurtzman Carson Consultants LLC in the Chapter 11 Cases.

Class means any group of Claims or Interests classified under the Plan pursuant to section 1122(a) of the Bankruptcy Code.

Collateral means any Asset of an Estate that is subject to a validly existing Lien securing the payment or performance of a Claim, which Lien is valid and has not been avoided under the Bankruptcy Code or applicable nonbankruptcy law.

Confirmation Date means the date on which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Cases within the meaning of Bankruptcy Rules 5003 and 9021.

Confirmation Hearing means the hearing to be held by the Bankruptcy Court regarding confirmation of this Plan and the Disclosure Statement pursuant to Bankruptcy Rule 3020(b)(2) and Section 1128 of the Bankruptcy Code, as such hearing may be adjourned or continued from time to time.

Confirmation Order means the order of the Bankruptcy Court, together with all exhibits, appendices, supplements, and related documents (i) approving the Disclosure Statement on a final basis pursuant to sections 1125 and 1126(b), and (ii) confirming this Plan pursuant to section 1129 of the Bankruptcy Code, which order shall be in form and substance reasonably satisfactory to the Plan Sponsor and the Creditors' Committee.

Corporate Restructuring means the reorganization of the Speedcast Entities' corporate structure to be implemented on or prior to the Effective Date as described in (and subject to the terms of) the Plan Sponsor Agreement, or, if not described therein, in the Plan Supplement, subject to the reasonable consent of the Plan Sponsor.

Corporate Restructuring Steps means the steps to be carried out to effectuate the Corporate Restructuring in accordance with the Plan and the Plan Sponsor Agreement and as set forth in the Plan Supplement on terms consistent in all material respects with the Plan Sponsor Agreement and this Plan, subject to the reasonable consent of the Plan Sponsor.

Corporations Act means the *Corporations Act 2001* (Cth).

Creditors' Committee means the official committee of unsecured creditors of the Debtors appointed by the U.S. Trustee in the Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code, as set forth in that certain *Verified Statement of Official Committee of Unsecured Creditors Pursuant to Bankruptcy Rule 2019* that was filed on the docket in the Chapter 11 Cases (Docket No. 506), as the composition thereof may change from time to time.

Cure Amount means the payment of Cash or the distribution of other property (as the parties may agree or the Bankruptcy Court may order) as necessary (a) to cure a monetary default by the Debtors in accordance with the terms of an executory contract or unexpired lease of the Debtors under section 365(b)(1)(A) of the Bankruptcy Code and (b) to permit the Debtors to assume such executory contract or unexpired lease under section 365(a) of the Bankruptcy Code.

Cure Dispute means a pending objection regarding assumption, cure, “adequate assurance of future performance” (within the meaning of section 365 of the Bankruptcy Code), or other issues related to assumption of an executory contract or unexpired lease.

Cure Notice means a notice of a proposed Cure Amount to be paid in connection with an executory contract or unexpired lease to be assumed or assumed and assigned under the Plan pursuant to section 365 of the Bankruptcy Code, which notice shall include (i) procedures for objecting to proposed assumptions or assumptions and assignments of executory contracts and unexpired leases, (ii) any Cure Amount to be paid in connection therewith, and (iii) procedures for resolution by the Bankruptcy Court of any related disputes.

Debtor(s) has the meaning set forth in the introductory paragraph of this Plan.

Debtor in Possession means, with respect to a Debtor, that Debtor in its capacity as a debtor in possession pursuant to sections 1101, 1107(a), and 1108 of the Bankruptcy Code.

Deed of Company Arrangement means, as may be required or prudent to implement this Plan or the Restructuring Transactions under the laws of Australia, a deed of company arrangement in respect of the Speedcast Parent proposed under Part 5.3A of the Corporations Act to give effect to the Plan and the Restructuring Transactions, if applicable.

DIP Agent means Belward Holdings, LLC, or its successor, in its capacity as administrative agent, collateral agent, and security trustee under the DIP Facility.

DIP Claim means all Claims held by DIP Lenders on account of, arising under, or relating to the DIP Credit Agreement, the DIP Facility, or the DIP Orders, including Claims for all principal amounts outstanding, interest, reasonable and documented fees, expenses, costs, and other charges of the DIP Lenders, which, for the avoidance of doubt, shall include all “DIP Obligations” as such term is defined in the DIP Orders.

DIP Credit Agreement means that certain Senior Secured Superpriority Debtor-in-Possession Term Loan Credit Agreement, dated as of September 30, 2020 by and among Speedcast Parent, SpeedCast Communications, Inc., the lenders named therein, and the DIP Agent, as the same may be amended, restated, supplemented, refinanced, replaced, or otherwise modified from time to time in accordance with the terms thereof.

DIP Documents means the “DIP Documents” as defined in the Final DIP Order.

DIP Facility means that certain debtor-in-possession financing facility provided by the DIP Lenders made available pursuant to the terms of the DIP Credit Agreement.

DIP Lenders means the lenders from time to time party to the DIP Credit Agreement.

DIP Orders means, collectively, the (i) *Interim Order (I) Authorizing Debtors to (A) Refinance Their Postpetition Financing Obligations and (B) Use Cash Collateral, (II) Amending the Interim and Final Orders, and (III) Granting Related Relief* (Docket No. 724), and (ii) the Final DIP Order.

Direct Investment means the purchase by the Plan Sponsor of New Equity Interests for the Direct Investment Amount in accordance with the Plan Sponsor Agreement.

Direct Investment Amount means the aggregate purchase price of not less than \$500,000,000 set forth in the Plan Sponsor Agreement.

Disallowed means, with respect to any Claim or Interest, that such Claim or Interest has been determined by a Final Order or specified in a provision of this Plan not to be Allowed.

Disbursing Agent means any Entity in its capacity as a disbursing agent under Section 6.6 hereof (including any Debtor, any Reorganized Debtor, or the Syndicated Facility Agent that acts in such a capacity); *provided*, that with respect to distributions to the Litigation Trust Beneficiaries, the Litigation Trustee shall distribute the Litigation Trust Proceeds as and when provided for in the Litigation Trust Agreement.

Disclosure Statement means the disclosure statement for this Plan, including all exhibits, schedules, supplements, modifications, amendments, and annexes thereto, each as amended, supplemented or modified from time to time, which is prepared and distributed in accordance with sections 1125, 1126(b), or 1145 of the Bankruptcy Code, Bankruptcy Rules 3016 and 3018, or other applicable law, which disclosure statement shall be in form and substance reasonably acceptable to the Plan Sponsor and the Creditors’ Committee.

Disputed means, with respect to a Claim, (i) any Claim which is disputed under Section 7.1 of this Plan or as to which any party in interest has interposed and not withdrawn an objection or request for estimation (pursuant to Section 7.3 of this Plan or otherwise) that has not been determined by a Final Order, (ii) any Claim, proof of which was required to be filed by order of the Bankruptcy Court but as to which a proof of Claim was not timely or properly filed, (iii) any Claim that is listed in the Schedules as unliquidated, contingent, or disputed, or (iv) any Claim that is otherwise disputed by any party in interest in accordance with applicable law or contract, which dispute has not been withdrawn, resolved, or overruled by a Final Order.

Distribution Record Date means, except as otherwise provided in the Plan or the Confirmation Order, the Effective Date.

D&O Policies means all insurance policies for directors', managers' or officers' liability that have been issued at any time on or prior to the Effective Date to any of the Debtors.

Effective Date means the date which is the first Business Day selected by the Debtors, on which (i) all conditions to the effectiveness of this Plan set forth in Section 9.1 hereof have been satisfied or waived in accordance with the terms of this Plan and (ii) no stay of the Confirmation Order is in effect.

Entity has the meaning set forth in section 101(15) of the Bankruptcy Code.

Estate(s) means, individually or collectively, the estate or estates of the Debtors created under section 541 of the Bankruptcy Code.

Equity Commitment Agreement means that certain Amended and Restated Equity Commitment Agreement, dated as of October 10, 2020, entered into by Speedcast International Limited and the Initial Plan Sponsor, as the same may be amended, restated, or otherwise modified in accordance with its terms.

Equity Interests means all Parent Interests and Interests other than Parent Interests, immediately prior to the Effective Date, including all options, warrants, and ordinary shares.

Exculpated Parties means, collectively, each in their capacities as such: (i) the Debtors; (ii) the Reorganized Debtors; (iii) the Disbursing Agent; (iv) the DIP Agent; (v) the DIP Lenders; (vi) the Creditors' Committee; (vii) each of the Creditors' Committee's current and former members (solely in their capacity as members of the Creditors' Committee); (viii) with respect to each of the foregoing Persons in clauses (i) through (vii), such Persons' respective predecessors, successors, assigns, direct and indirect subsidiaries, and affiliates; and (ix) with respect to each of the foregoing Persons in clauses (i) through (viii), such Person's officers, directors, principals, shareholders, members, partners, managers, employees, agents, financial advisors, attorneys, accountants, investment bankers, investment managers, investment advisors, consultants, representatives, and other professionals, and such Person's respective heirs, executors, estates, and nominees, in each case in their capacity as such and whether currently serving or having previously served postpetition; and (xi) any other Person entitled to the protections of section 1125(e) of the Bankruptcy Code; *provided*, that no Person listed on the Non-Released Party Exhibit shall be an Exculpated Party.

Fee Claim means any Claim for professional services rendered or costs incurred on or after the Petition Date through and including the Effective Date by Professional Persons and to the extent such fees have not been pursuant to an order of the Bankruptcy Court, paid or denied. To the extent that the Bankruptcy Court or any higher court of competent jurisdiction denies or reduces by an order any amount of a Professional Person's fees or expenses, then those reduced or denied amounts shall no longer constitute Fee Claims.

Fee Claim Escrow Account means an interest-bearing escrow account in an amount equal to the total estimated amount of Fee Claims and funded by the Debtors on or before the Effective Date.

Final DIP Order means *Final Order (I) Authorizing Debtors to (A) Refinance Their Postpetition Financing Obligations and (B) Use Cash Collateral, (II) Amending the Interim and Final Orders, and (III) Granting Related Relief* (Docket No. 777).

Final Order means an order, ruling, or judgment of the Bankruptcy Court (or other court of competent jurisdiction with respect to the relevant subject matter) which is in full force and effect and has not been reversed, modified, amended, vacated, or stayed and as to which (i) the time to appeal, petition for certiorari, or other proceedings for a new trial, reargument, reconsideration or rehearing has expired and as to which no appeal, petition for certiorari, or motion for new trial, reargument, reconsideration or rehearing is then pending or (ii) if an appeal, writ of certiorari, new trial, stay, reargument, reconsideration or rehearing thereof has been or may be sought, such order or judgment of the Bankruptcy Court (or other court of competent jurisdiction) shall have been affirmed by the highest court to which such order was appealed, or certiorari shall have been denied, or a new trial, reargument, or rehearing shall have been denied or otherwise resulted in no modification of such order, and the time to take any further appeal, petition for certiorari, or move for a new trial, stay, reargument, or rehearing shall have expired, as a result of which such order shall have become final in accordance with Bankruptcy Rule 8002; *provided*, that the possibility that a motion under Rule 59 or 60 of the Federal Rules of Civil Procedure, or any analogous Bankruptcy Rule (or any analogous rule applicable in such other court of competent jurisdiction), or section 502(j) of the Bankruptcy Code has been or may be filed relating to such order, ruling, or judgment, as applicable, shall not cause an order, ruling, or judgment, as applicable, not to be a Final Order.

Forbearance Agreement means that certain Forbearance Agreement, dated as of April 1, 2020, by and among Speedcast Parent, Speedcast Americas, Inc., Speedcast Communications, Inc. Speedcast Limited, the other Guarantors party thereto, the Syndicated Facility Agent and the lenders party thereto.

Foreign Enforcement Action means any foreign recognition, administration, scheme of arrangement, insolvency proceeding, proceeding required to enforce the Confirmation Order and/or any other order in connection with or in furtherance of approval or implementation of the Plan, or any other similar proceeding that is required to implement the Restructuring Transactions, including any necessary Speedcast Parent proceeding in Australia (including the Speedcast Parent Administration).

Governmental Unit has the meaning set forth in section 101(27) of the Bankruptcy Code.

Impaired means, with respect to a Claim, Interest, or a Class of Claims or Interests, “impaired” within the meaning of such term in sections 1123(a)(4) and 1124 of the Bankruptcy Code.

Intercompany Claim means any Claim against a Debtor held by another Debtor or by a non-Debtor affiliate of a Debtor.

Intercompany Interest means an Interest in a Debtor other than Speedcast Parent held by another Debtor or by a non-Debtor affiliate of a Debtor.

Initial Plan Sponsor means, collectively, one or more entities affiliated with Centerbridge Partners, L.P.

Interest means any equity security (as defined in section 101(16) of the Bankruptcy Code) in a Debtor, including all ordinary shares, units, common stock, preferred stock, membership interests, partnership interests, or other instruments evidencing any fixed or contingent ownership interest in any Debtor, whether or not transferable and whether fully vested or vesting in the future, including any option, warrant, or other right, contractual or otherwise, to acquire any such interest in the applicable Debtor, that existed immediately before the Effective Date.

IRS means the Internal Revenue Service.

Lien has the meaning set forth in section 101(37) of the Bankruptcy Code.

Litigation Trust means the trust established for the benefit of the holders of Other Unsecured Claims on the Effective Date in accordance with the terms of this Plan and the Litigation Trust Agreement.

Litigation Trust Agreement means the trust agreement, dated as of the Effective Date, by and among the Debtors, Reorganized Debtors, the Litigation Trustee, and any other parties thereto, as the same may be amended, modified, or supplemented from time to time in accordance with the terms thereof, that, among other things, establishes the Litigation Trust and describes the powers, duties, and responsibilities of the Litigation Trustee, substantially in the form included in the Plan Supplement and consistent with Section 5.20 of this Plan and in form and substance reasonably acceptable to the Plan Sponsor.

Litigation Trust Assets means the (i) Litigation Trust Cash Amount, and (ii) the Litigation Trust Causes of Action.

Litigation Trust Beneficiaries means the holders of Litigation Trust Interests.

Litigation Trust Cash Amount means the one-time, non-refundable payment of an amount of Cash in the amount of \$2,500,000 to be paid to the Litigation Trust on the Effective Date.

Litigation Trust Causes of Action means (i) all Causes of Actions by or on behalf of any Debtor or Debtor's Estate against (A) Non-Released Parties (and, if a Non-Released Party is a former director or officer of the Debtors, solely to the extent of available proceeds under the applicable D&O Policy), and (B) other persons to be mutually determined by the Debtors, the Plan Sponsor, and the Creditors' Committee, including Causes of Action, if any, arising under the Bankruptcy Code, state or other applicable or similar fraudulent transfer statutes, or claims arising under state or other applicable law based upon negligence, breach of fiduciary duty, lender liability, and/or other similar Causes of Action; (ii) all Causes of Action of any Debtor, the Debtors' Estates, and the Reorganized Debtors arising under any D&O Policy solely to the extent such Causes of Action are based on the Bankruptcy Code, state or other applicable or similar fraudulent transfer statutes, or claims arising under state or other applicable law based upon negligence, breach of fiduciary duty and/or other similar Causes of Action and to the extent

assignable to the Litigation Trust pursuant to the terms of the applicable D&O Policy; *provided*, that Litigation Trust Causes of Action shall not include: (x) any Causes of Action against any Released Party that is released pursuant to the Plan, and (y) Causes of Action against holders of Allowed Unsecured Trade Claims and any counterparty to an executory contract or unexpired lease under section 365(b)(1)(A) of the Bankruptcy Code that has been assumed by the Reorganized Debtors to the extent such counterparty is not otherwise a Non-Released Party.

Litigation Trust Distributable Proceeds means the Cash and any other assets of the Litigation Trust reduced to Cash net of (i) any Litigation Trust Expenses and (ii) any reserves established by the Litigation Trustee as it may determine is necessary in its sole discretion under the terms of the Litigation Trust Agreement.

Litigation Trust Expenses means any (i) fees and expenses incurred by the Litigation Trustee (including, without limitation, attorneys' fees and expenses) including for (a) the retention of Litigation Trustee Representatives and the payment of their reasonable compensation, (b) the investment of Cash by the Litigation Trustee within certain limitations, including those specified in the Plan, (c) the orderly liquidation of the Litigation Trust Assets, and (d) litigation of any Litigation Trust Causes of Action, which may include the prosecution, settlement, abandonment or dismissal of any such Litigation Trust Causes of Action; and (ii) other expenses of the Litigation Trust, including the cost of pursuing the Litigation Trust Causes of Action.

Litigation Trust Indemnified Persons means the Litigation Trustee and the Litigation Trustee Representatives, as the case may be.

Litigation Trust Interests means the non-transferable interests in the Litigation Trust, distributions from which will be made to holders of Allowed Other Unsecured Claims, in accordance with Section 5.20 of the Plan.

Litigation Trustee means the Person selected by the Creditors' Committee with the consent of the Debtors, whose consent will not be unreasonably withheld, and identified in the Plan Supplement to serve as the trustee of the Litigation Trust, and any successor thereto, appointed pursuant to the Litigation Trust Agreement.

Litigation Trustee Representatives means any current or former officers, directors, employees, attorneys, professionals, accountants, investment bankers, financial advisors, consultants, agents and other representatives retained by the Litigation Trustee pursuant to the Litigation Trust Agreement.

Local Rules means the Bankruptcy Local Rules for the United States Bankruptcy Court for the Southern District of Texas.

Management Incentive Plan means the long-term management incentive plan that shall be adopted after the Effective Date by the New Board in accordance with the Plan Sponsor Agreement.

Management Incentive Plan Interests has the meaning ascribed to such term in Section 5.11 hereof.

New Board means the initial board of directors of New Speedcast Parent as determined by the Plan Sponsor.

New Equity Interests means common equity interests of New Speedcast Parent to be issued to the Plan Sponsor pursuant to the Direct Investment and the Plan.

New Organizational Documents means any Amended Organizational Documents of New Speedcast Parent.

New Speedcast Parent means an entity which, pursuant to the transactions contemplated hereunder, shall be the direct or indirect holding company for the Speedcast Entities in accordance with (and except to the extent otherwise provided in, or determined pursuant to) the Plan Sponsor Agreement.

Non-Cash Consideration has the meaning ascribed to such term in, and shall be determined pursuant to, the Plan Sponsor Selection Procedures.

Non-Released Party means any Persons to be determined by the Debtors, the Plan Sponsor, and the Creditors' Committee pursuant to the procedures set forth in the "Non-Released Party Exhibit."

Non-Released Party Exhibit means the exhibit to be filed as part of the Plan Supplement, and as amended at the Confirmation Hearing pursuant to the process described herein; *provided that* the Non-Released Party Exhibit shall not include (i) the Debtors, (ii) the Reorganized Debtors, (iii) the Initial Plan Sponsor, (iv) the Plan Sponsor; (v) any direct or indirect subsidiary or affiliate of the Debtors; (vi) any current director, officer, member, shareholder, or employee, or any direct or indirect subsidiary or affiliate, of any of the Persons described in the preceding clauses (i) through (v); or (vii) any former director, officer, member, shareholder, or employee, of UltiSat Inc. and its direct and indirect subsidiaries. The Non-Released Party Exhibit shall include only those parties that the Debtors, in the exercise of their fiduciary duties, and the Plan Sponsor agree should be placed on such list. If at the time of filing of the Non-Released Party Exhibit, the Debtors or the Plan Sponsor do not agree as to who should be placed on the Non-Released Party Exhibit, the Plan Supplement shall contain two documents: first, the Non-Released Party Exhibit, which will list any parties as agreed by the Creditors' Committee, the Debtors and the Plan Sponsor, and second, the Additional Party List, which will list any additional parties that the Creditors' Committee believes should be on the Non-Released Party Exhibit. At the Confirmation Hearing, the Debtors or the Plan Sponsor, as applicable, shall be required to present argument as to why the parties on the "Additional Party List" should be exculpated and/or released, and the Creditors' Committee (and any other party that would like) shall be required to present argument as to why such Party should be on the Non-Released Party Exhibit. The Bankruptcy Court shall make the decision, at the Confirmation Hearing, with regard to which, if any, of the parties on the Additional Party List shall be added to the Non-Released Party Exhibit.

Other Priority Claim means any Claim against a Debtor other than an Administrative Expense Claim, a DIP Claim, or a Priority Tax Claim that is entitled to priority of payment as specified in section 507(a) of the Bankruptcy Code.

Other Secured Claim means any Secured Claim against a Debtor other than a Priority Tax Claim, a DIP Claim, or a Syndicated Facility Secured Claim.

Other Unsecured Claims means any Claim against the Debtors (other than an Intercompany Claim) that is (i) not an Administrative Expense Claim, Fee Claim, Priority Tax Claim, Other Priority Claim, Other Secured Claim, DIP Claim, Syndicated Facility Secured Claim, or Unsecured Trade Claim, or (ii) otherwise determined by the Bankruptcy Court to be an Other Unsecured Claim. For the avoidance of doubt, the Syndicated Facility Deficiency Claims shall be deemed Other Unsecured Claims.

Parent Interests means all Interests in Speedcast Parent immediately prior to the Effective Date, including all options, warrants, and ordinary shares.

Person has the meaning set forth in section 101(41) of the Bankruptcy Code.

Petition Date means April 23, 2020.

Plan means this joint chapter 11 plan, including all appendices, exhibits, schedules, and supplements hereto (including any appendices, schedules, and supplements to this Plan that are contained in the Plan Supplement), as may be amended, supplemented or modified from time to time in accordance with the Bankruptcy Code and the terms hereof and in a manner reasonably acceptable to the Plan Sponsor.

Plan Distribution means the payment or distribution of consideration to holders of Allowed Claims and Allowed Interests under this Plan.

Plan Document means any document, other than this Plan, to be executed, delivered, assumed, or performed in connection with the occurrence of the Effective Date, including the Confirmation Order, the Plan Sponsor Agreement and any exhibits thereto, the Amended Organizational Documents, any documentation required in connection with the Litigation Trust, Corporate Restructuring, Corporate Restructuring Steps, Restructuring Transactions, any Speedcast Parent Administration or any other Foreign Enforcement Action, and any other document included in the Plan Supplement, each reasonably acceptable to the Plan Sponsor and the Creditors' Committee, unless otherwise provided herein; *provided* that except to the extent a provision in any Plan Document adversely and disproportionately impacts (a) the treatment of holders of Other Unsecured Claims or Unsecured Trade Claims under the Plan, the Confirmation Order, or the Litigation Trust Agreement, or (b) recovery levels or distributions to holders of Other Unsecured Claims or Unsecured Trade Claims, such provision shall be deemed reasonably acceptable to the Creditors' Committee.

Plan Sponsor means the Initial Sponsor or any Successful Plan Sponsor, if different than the Initial Plan Sponsor, that is selected in the Plan Sponsor Selection Process.

Plan Sponsor Agreement means either (i) the Equity Commitment Agreement with the Initial Sponsor or (ii) such other agreement for the Direct Investment on terms agreed to by the Successful Plan Sponsor and the Debtors, in consultation with the Creditors' Committee, and negotiated and selected in accordance with the Plan Sponsor Selection Process.

Plan Sponsor Selection Process means the process for identifying and selecting a Plan Sponsor as that process is set forth in Exhibit 5 to the *Order (i) Scheduling Combined Hearing on (a) Adequacy of Disclosure Statement and (b) Confirmation of Plan; (ii) Conditionally Approving Disclosure Statement; (iii) Approving Solicitation Procedures and Form and Manner of Notice of Combined Hearing and Objection Deadline; (iv) Fixing Deadline to Object to Disclosure Statement and Plan; (v) Approving Notice and Objection Procedures for the Assumption of Executory Contracts and Unexpired Leases; (vi) Authorizing Performance Under the Plan Sponsor Selection Procedures; and (vii) Granting Related Relief* entered by the Bankruptcy Court on November 2, 2020 (Docket No. 896) (the “**Plan Sponsor Selection Procedures**”).

Plan Supplement means a supplement or supplements to this Plan containing certain substantially final forms of documents relevant to the implementation of this Plan, to be filed with the Bankruptcy Court prior to the Confirmation Hearing, which shall include (i) the New Organizational Documents and any other Amended Organizational Documents (to the extent such other Amended Organizational Documents reflect material changes from the Debtors’ existing organizational documents and bylaws); (ii) the slate of directors to be appointed to the New Board, to the extent known and determined; (iii) with respect to the members of the New Board, to the extent known and determined, information required to be disclosed in accordance with section 1129(a)(5) of the Bankruptcy Code; (iv) the Corporate Restructuring Steps; (v) the form of Litigation Trust Agreement, including the selection of the Litigation Trustee; (vi) the schedule of retained Causes of Action to be vested in the Litigation Trust, New Speedcast Parent and/or the other Reorganized Debtors as provided herein; (vii) the Schedule of Assumed Contracts and Leases; (viii) the Non-Released Party Exhibit; and (ix) to the extent applicable, the Additional Party List; *provided*, that, through the Effective Date, the Debtors shall have the right to amend documents included in, and exhibits to, the Plan Supplement or amendments thereto in accordance with the terms of (and subject to the consent rights provided in) this Plan.

Prepetition Lender means a holder of Prepetition Loans.

Prepetition Loans means the Loans under and as defined in the Syndicated Facility Agreement, including, for the avoidance of doubt, the New Incremental Term Loans (as defined in the Incremental Assumption and Amendment Agreement, dated as of October 16, 2018).

Prepetition Secured Parties means the Prepetition Lenders, the Prepetition Agent (as defined in the Syndicated Facility Agreement) and all other holders of Syndicated Facility Secured Claims under the Syndicated Facility Agreement and related documents.

Priority Tax Claim means any Claim of a Governmental Unit of the kind entitled to priority in payment under sections 502(i) and 507(a)(8) of the Bankruptcy Code.

Pro Rata means the proportion that an Allowed Claim or Allowed Interest in a particular Class bears to the aggregate amount of Allowed Claims or Allowed Interests in that Class.

Professional Person means any Person retained by order of the Bankruptcy Court in connection with these Chapter 11 Cases pursuant to sections 327, 328, 330, 331, 503(b), or 1103 of the Bankruptcy Code, excluding any ordinary course professional retained pursuant to an order of the Bankruptcy Court.

Reinstated or Reinstatement means (a) leaving unaltered the legal, equitable, and contractual rights to which a Claim entitles the holder of such Claim in accordance with section 1124 of the Bankruptcy Code, or (b) if applicable under section 1124 of the Bankruptcy Code: (i) curing all prepetition and postpetition defaults other than defaults relating to the insolvency or financial condition of the applicable Debtor or its status as a debtor under the Bankruptcy Code; (ii) reinstating the maturity date of the Claim; (iii) compensating the holder of such Claim for damages incurred as a result of its reasonable reliance on a contractual provision or such applicable law allowing the Claim's acceleration; and (iv) not otherwise altering the legal, equitable or contractual rights to which the Claim entitles the holder thereof.

Released Parties means, collectively, and in each case solely in their capacities as such: (i) the Debtors; (ii) the Reorganized Debtors; (iii) the Debtors' non-Debtor affiliates; (iv) the DIP Lenders; (v) the Prepetition Lenders who vote in favor of the Plan; (vi) the Creditors' Committee; (vii) each of the Creditors' Committee's current and former members (solely in their capacity as members of the Creditors' Committee); (viii) the DIP Agent; (ix) the Disbursing Agent; (x) the Initial Plan Sponsor; (xi) with respect to each of the foregoing, where any of the foregoing is an investment manager or advisor for a beneficial holder, such beneficial holder; (xii) with respect to each of the foregoing Persons in clauses (i) through (xi), each of their affiliates, predecessors, successors, assigns, direct and indirect subsidiaries, affiliated investment funds or investment vehicles, managed accounts, funds and other entities, investment advisors, sub-advisors and managers with discretionary authority; and (xiii) with respect to each of the foregoing Persons in clauses (i) through (xii), each of their respective current and former officers and directors, principals, equity holders, members, partners, managers, employees, subcontractors, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, and such Person's respective heirs, executors, estates, servants, and nominees, in each case in their capacity as such; *provided*, that notwithstanding anything to the contrary herein, "Released Parties" shall not include any Non-Released Parties listed on the Non-Released Party Exhibit.

Releasing Parties means, collectively, and in each case solely in their capacities as such: (i) the holders of all Claims or Interests that vote to accept the Plan, (ii) the holders of all Claims whose vote to accept or reject the Plan is solicited but that do not vote either to accept or to reject the Plan, (iii) the holders of all Claims that vote on, or are deemed to reject, the Plan, but do not opt out (in writing) of granting the releases set forth herein, (iv) the holders of all Claims and Interests, including any Claims or Interests that are Unimpaired, that were given notice of the opportunity to opt out of granting the releases set forth herein but did not opt out, and (v) the Released Parties.

Reorganized Debtors means the Debtors, as reorganized as of the Effective Date in accordance with this Plan, and, unless otherwise specified, New Speedcast Parent.

Restructuring means the financial and operational restructuring of the Debtors, the principal terms of which are set forth in this Plan and the Plan Supplement and which shall be implemented in accordance with (and subject to the consent rights set forth in) the Plan Sponsor Agreement.

Restructuring Expenses means out-of-pocket expenses reasonably incurred by the Initial Plan Sponsor or its affiliates whether prior to or after the date hereof, including (a) all reasonable and documented fees, out-of-pocket expenses and costs relating to the Chapter 11 Cases, (b) all reasonable and documented fees and expenses incurred in connection with the Chapter 11 Cases by the Initial Plan Sponsor or its affiliates, whether prior to or after the date hereof, including the fees and expenses of (i) Wachtell, Lipton, Rosen & Katz, Vinson & Elkins LLP, and MinterEllison, and (ii) any other local legal counsel or other advisors in any foreign jurisdictions and/or board consultants reasonably retained by the Plan Sponsor, payable in accordance with the terms of any applicable engagement or fee letters executed with such parties and without the requirement for the filing of retention applications, fee applications, or any other application in the Chapter 11 Cases; and (c) all reasonable and documented fees, costs or expenses payable in accordance with the Plan Support Agreement, each of which shall be Allowed as Administrative Expense Claims upon incurrence and shall not be subject to any offset, defense, counterclaim, reduction, or credit payable in accordance with the DIP Orders.

Restructuring Transactions means one or more transactions to occur, which shall include and, to the extent applicable, be consummated in accordance with the Corporate Restructuring Steps, on or prior to the Effective Date or as soon as reasonably practicable thereafter, that may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan, including (i) the execution and delivery of appropriate agreements or other documents containing terms that are consistent with or reasonably necessary to implement the terms of this Plan and that satisfy the requirements of applicable law; (ii) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any property, right, liability, duty, or obligation on terms consistent with the terms of the Plan; (iii) any transaction required in connection with a Foreign Enforcement Action; and (iv) all other actions that the Debtor or Reorganized Debtors, as applicable, determine are reasonably necessary or appropriate and that are not inconsistent with the Plan or the Plan Sponsor Agreement, subject, in the case of each of clauses (i) through (iv), to the terms of the Plan Sponsor Agreement (including the applicable consent and approval rights thereunder) and to the extent not addressed therein, the reasonable consent of the Plan Sponsor.

Schedule of Assumed Contracts and Leases means the schedule of executory contracts and unexpired leases to be assumed by the Debtors, if any, to be filed as part of the Plan Supplement.

Schedules means, the schedules of assets and liabilities, statements of financial affairs, lists of holders of Claims and Interests, and all amendments or supplements thereto filed by the Debtors with the Bankruptcy Court.

Secured Claim means a Claim to the extent (i) secured by a Lien on property of a Debtor's Estate, the amount of which is equal to or less than the value of such property (a) as set forth in this Plan, (b) as agreed to by the holder of such Claim and the Debtors, or (c) as

determined by a Final Order in accordance with section 506(a) of the Bankruptcy Code or (ii) subject to any setoff right of the holder of such Claim under section 553 of the Bankruptcy Code.

Security means any “security” as such term is defined in section 101(49) of the Bankruptcy Code.

SFA Loan Documents means the “Loan Documents” as defined in the Syndicated Facility Agreement.

SFA Loan Parties means each borrower and guarantor under the Syndicated Facility Agreement.

SFA Secured Claim Cash Pool means an amount of Cash equal to (x) the Allowed SFA Secured Claim Amount, minus (y) any Non-Cash Consideration.

Speedcast Entities means Speedcast Parent together with its Debtor and non-Debtor direct and indirect subsidiaries.

Speedcast Parent means SpeedCast International Limited.

Speedcast Parent Administration means, as may be required or prudent to implement this Plan or the Restructuring Transactions under the laws of Australia, a voluntary administration of Speedcast Parent under Part 5.3A of the *Corporations Act 2001* (Cth) involving the appointment of a voluntary administrator under the laws of Australia and the execution and approval of a Deed of Company Arrangement under the laws of Australia to be implemented by a deed administrator.

Speedcast Parent Liquidation means, as may be required or prudent to implement this Plan or the Restructuring Transactions under the laws of Australia, a voluntary winding up of Speedcast Parent under Part 5.5 of the *Corporations Act 2001* (Cth) involving the appointment of a liquidator under the laws of Australia and the winding down of Speedcast Parent, subject to the terms of the Equity Commitment Agreement.

Speedcast Parent Budget means an amount set forth in the Plan Supplement to be agreed between the Debtors and the Plan Sponsor for the purpose of effectuating the Plan and any other proceedings with respect to Speedcast Parent.

Subordinated Claim means any Claim that is subject to (i) subordination under section 510(b) of the Bankruptcy Code or (ii) equitable subordination as determined by the Bankruptcy Court in an order that is not subject to any stay of enforcement, including any Claim for or arising from the rescission of a purchase, sale, issuance, or offer of a Security of any Debtor; for damages arising from the purchase or sale of such a Security; or for reimbursement, indemnification, or contribution allowed under section 502 of the Bankruptcy Code on account of such Claim.

Successful Plan Sponsor means the Initial Plan Sponsor or such other entity or entities selected pursuant to the Plan Sponsor Selection Process by the Debtors, in consultation

with the Creditors' Committee, to sponsor and consummate this Plan through the Direct Investment and the Plan Sponsor Agreement.

Syndicated Facility Agent means Black Diamond Commercial Finance, L.L.C., in its capacity as administrative agent, collateral agent and security trustee under the Syndicated Facility Agreement, and together with any of its successors in such capacity.

Syndicated Facility Agreement means that certain Syndicated Facility Agreement, dated as of May 15, 2018 (as amended, restated, supplemented or otherwise modified from time to time), by and among Speedcast Parent and certain of its subsidiaries, as borrowers, the lenders party thereto from time to time, and the Syndicated Facility Agent.

Syndicated Facility Claim means any Claim arising under or related to the Syndicated Facility Agreement, and the Collateral Documents (as defined in the Syndicated Facility Agreement), plus any unpaid accrued interest, other fees, and unpaid reasonable fees and expenses as of the Petition Date (other than in respect of any Letters of Credit issued thereunder and cash collateralized pursuant to Section 5.4(d) of this Plan). For the avoidance of doubt, CACIB's Claim in an amount of \$23,003,008 shall be included as a Syndicated Facility Claim and is deemed Allowed, and was deemed Allowed pursuant to the CACIB Settlement Order.

Syndicated Facility Deficiency Claim means, as determined in accordance with section 506(a) of the Bankruptcy Code, the unsecured portion of any Allowed Syndicated Facility Claim, which shall be in an amount equal to the greater of (i)(a) the Allowed Syndicated Facility Claims against the applicable Debtor SFA Loan Party, minus (b) the amount of such Allowed Syndicated Facility Secured Claim that is determined to be secured and (ii) zero.

Syndicated Facility Secured Claim means, any Claim arising under or related to the Syndicated Facility Agreement, and the Collateral Documents (as defined in the Syndicated Facility Agreement), secured by a valid, perfected, and enforceable Lien on collateral to the extent of the value of such collateral, as determined in accordance with section 506(a) of the Bankruptcy Code (other than in respect of any Letters of Credit issued thereunder and cash collateralized pursuant to Section 5.4(d) of this Plan).

Tax Code means the Internal Revenue Code of 1986, as amended.

Trade Claim Cash Amount means the amount to be paid on the Effective Date, or as soon as reasonably practicable thereafter, to holders of Allowed Unsecured Trade Claims, which shall be in an amount equal to \$25,000,000.

Unimpaired means, with respect to a Claim, Interest, or Class of Claims or Interests, not "impaired" within the meaning of such term in sections 1123(a)(4) and 1124 of the Bankruptcy Code.

Unsecured Trade Claims means any Allowed unsecured trade vendor claims against the Debtors held by trade vendors crucial to the Debtors' businesses.

U.S. Trustee means the United States Trustee for Region 7.

Voting Deadline means December 8, 2020 at 5:00 p.m. (prevailing Central Time), or such other date and time as may be set by the Bankruptcy Court by which all Persons or Entities entitled to vote on the Plan must vote to accept or reject the Plan.

1.2 *Interpretation; Application of Definitions; Rules of Construction.*

Unless otherwise specified, all section or exhibit references in this Plan are to the respective section in or exhibit to this Plan, as the same may be amended, waived, or modified from time to time. The words “herein,” “hereof,” “hereto,” “hereunder,” and other words of similar import refer to this Plan as a whole and not to any particular section, subsection, or clause contained therein and have the same meaning as “in this Plan,” “of this Plan,” “to this Plan,” and “under this Plan,” respectively. The words “includes” and “including” are not limiting and shall be deemed to be followed by the words “without limitation.” The headings in this Plan are for convenience of reference only and shall not limit or otherwise affect the provisions hereof. For purposes herein: (a) in the appropriate context, each term, whether stated in the singular or plural, shall include both the singular and plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (b) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; and (c) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be.

1.3 *Reference to Monetary Figures.*

All references in this Plan to monetary figures shall refer to the legal tender of the United States of America unless otherwise expressly provided.

1.4 *Controlling Document.*

In the event of an inconsistency between this Plan and the Plan Supplement, the terms of the relevant document in the Plan Supplement shall control unless otherwise specified in such Plan Supplement document or instrument. In the event of an inconsistency between this Plan and any other instrument or document created or executed pursuant to this Plan, or between this Plan and the Disclosure Statement, this Plan shall control. The provisions of this Plan and of the Confirmation Order shall be construed in a manner consistent with each other so as to effectuate the purposes of each; *provided*, that if there is determined to be any inconsistency between any provision of this Plan and any provision of the Confirmation Order that cannot be so reconciled, then, solely to the extent of such inconsistency, the provisions of the Confirmation Order shall govern, and any such provisions of the Confirmation Order shall be deemed a modification of this Plan.

ARTICLE II. ADMINISTRATIVE EXPENSE CLAIMS, FEE CLAIMS, AND PRIORITY TAX CLAIMS.

2.1 *Administrative Expense Claims.*

Except as otherwise set forth herein, and except to the extent that a holder of an Allowed Administrative Expense Claim and the Debtors or Reorganized Debtors, as applicable,

agree to different treatment, on the later of the Effective Date and the date on which such Administrative Expense Claim becomes an Allowed Claim, or, in each case, as soon thereafter as is reasonably practicable, each holder of an Allowed Administrative Expense Claim (other than a Fee Claim, a DIP Claim, or a Restructuring Expense) shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for such Allowed Administrative Expense Claim, Cash in an amount equal to the Allowed amount of such Claim; *provided*, that Allowed Administrative Expense Claims that arise in the ordinary course of the Debtors' business, as Debtors in Possession, shall be paid by the Debtors, or the Reorganized Debtors, as applicable, in the ordinary course of business, consistent with past practice and in accordance with the terms and subject to the conditions of any orders or agreements governing, instruments evidencing, or other documents relating to such transactions, without further actions by holders of such Allowed Administrative Expense Claims or further approval by the Bankruptcy Court. For the avoidance of doubt, Professional Persons shall not be required to file a request for payment of Fee Claims as an Administrative Expense Claim, but such Professional Persons shall instead file fee applications as provided in section 2.2 hereof.

2.2 Fee Claims.

(a) All Professional Persons seeking awards by the Bankruptcy Court of compensation for services rendered or reimbursement of expenses incurred through and including the Effective Date under sections 327, 328, 330, 331, 503(b)(2)-(6), or 1103 of the Bankruptcy Code shall (i) file, on or before the date that is forty-five (45) days after the Effective Date, their respective applications for final allowances of compensation for services rendered and reimbursement of expenses incurred and (ii) be paid in full, in Cash, in such amounts as are Allowed by the Bankruptcy Court in accordance with the order(s) relating to or allowing any such Fee Claim. The Reorganized Debtors shall be authorized to pay compensation for professional services rendered after the Effective Date in the ordinary course and without the need for Bankruptcy Court approval.

(b) On or before the Effective Date, the Debtors shall establish and fund the Fee Claim Escrow Account with Cash equal to the Professional Persons' good faith estimates of the Fee Claims in accordance with the DIP Orders. Funds held in the Fee Claim Escrow Account shall not be considered property of the Debtors' Estates or property of the Reorganized Debtors, but shall revert to the Reorganized Debtors only after all Fee Claims now or hereafter Allowed, by the Bankruptcy Court have been paid in full. The Fee Claim Escrow Account shall be held in trust for Professional Persons and for no other parties until all Fee Claims Allowed by the Bankruptcy Court have been paid in full. Fee Claims shall be paid in full, in Cash, in such amounts as are allowed by the Bankruptcy Court (i) on the date upon which a Final Order relating to any such Allowed Fee Claim is entered or (ii) on such other terms as may be mutually agreed upon between the holder of such Allowed Fee Claim and the Reorganized Debtors. The Reorganized Debtors' obligations with respect to the Fee Claims shall not be limited nor deemed limited to the balance of funds held in the Fee Claim Escrow Account. To the extent that funds held in the Fee Claim Escrow Account are insufficient to satisfy the amount of accrued Fee Claims owing to the Professional Persons, such Professional Persons shall have an Allowed Administrative Expense Claim for such deficiency, which shall be satisfied in accordance with section 2.1 of this Plan (without the need for any affected Professional Persons to file a separate request for payment of an Administrative Expense Claim). No Liens, claims, or interests shall

encumber the Fee Claim Escrow Account in any way, other than customary liens in favor of the depository bank at which the Fee Claims Escrow Account is maintained.

(c) Any objections to the Fee Claims shall be served and filed (i) no later than twenty-one (21) days after the filing of the final applications for compensation or reimbursement, or (ii) such later date as ordered by the Bankruptcy Court upon a motion of the Reorganized Debtors.

2.3 *Priority Tax Claims.*

Except to the extent that a holder of an Allowed Priority Tax Claim and the Debtors or Reorganized Debtors, as applicable, agree to different treatment, on the later of the Effective Date and the date on which such Priority Tax Claim becomes an Allowed Claim, or, in each case, as soon thereafter as is reasonably practicable, each holder of an Allowed Priority Tax Claim shall receive, at the option of the Debtors, the Reorganized Debtors, or the Australian Administrator(s) or Australian Deed Administrators, as applicable, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for such Allowed Priority Tax Claim, (i) Cash in an amount equal to the Allowed amount of such Claim, or (ii) equal annual installment payments in Cash (x) beginning on the Effective Date or as soon thereafter as reasonably practicable, or such later date as the Claim is due in the ordinary course over a period ending not later than five (5) years after the Petition Date, together with interest at the applicable non-bankruptcy rate as of the Confirmation Date, subject to the sole option of the Reorganized Debtors to prepay the entire amount of the Allowed Priority Tax Claim and (y) in a manner not less favorable than the most favored non-priority unsecured claim provided for by this Plan; *provided*, that Allowed Priority Tax Claims that arise in the ordinary course of the Debtors' business, as Debtors in Possession, shall be paid by the Debtors, the Reorganized Debtors, or the Australian Administrator(s) or Australian Deed Administrators, each as applicable, in the ordinary course of business, consistent with past practice and in accordance with the terms and subject to the conditions of any orders or agreements governing, instruments evidencing, or other documents relating to such transactions, without further actions by holders of such Priority Tax Claims or further approval by the Bankruptcy Court.

2.4 *DIP Claims.*

(a) As of the Effective Date, the DIP Claims shall be deemed Allowed in the full amount of "Obligations" (as defined in the DIP Credit Agreement) outstanding under the DIP Credit Agreement, including principal, interest, fees, expenses and non-contingent indemnification obligations described therein. On the Effective Date, in full and final satisfaction, settlement, release, and discharge of, and in exchange for each Allowed DIP Claim, each such Allowed DIP Claim shall be paid in full in Cash by the Debtors.

(b) On the later of (1) the Effective Date and (2) the date on which such fees, expenses, or disbursements would be required to be paid under the terms of the DIP Orders, the Debtors or Reorganized Debtors (as applicable) shall pay all other fees, expenses, and disbursements of the DIP Agent and DIP Lenders, in each case that are required to be paid under or pursuant to the DIP Orders.

2.5 CACIB Claim.

CACIB's Claim of \$800,000, referred to as the Priority Recovery Amount in the CACIB Settlement Agreement, is deemed Allowed, and was deemed Allowed pursuant to the CACIB Settlement Order. On the Effective Date, CACIB shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for the Priority Recovery Amount, Cash in an amount of \$800,000.

ARTICLE III. CLASSIFICATION OF CLAIMS AND INTERESTS.**3.1 Classification in General.**

A Claim or an Interest is classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Interest qualifies within the description of such other Classes. A Claim or Interest is placed in a particular Class for all purposes, including voting, confirmation, and distribution under this Plan and under sections 1122 and 1123(a)(1) of the Bankruptcy Code; *provided*, that a Claim or Interest is placed in a particular Class for the purpose of receiving distributions pursuant to this Plan only to the extent that such Claim or Interest is an Allowed Claim or Allowed Interest in that Class and such Claim or Interest has not been satisfied, released, or otherwise settled prior to the Effective Date.

3.2 Formation of Debtor Groups for Convenience Only.

This Plan groups the Debtors together solely for the purpose of describing treatment under this Plan, confirmation of this Plan, and making Plan Distributions in respect of Claims against and Interests in the Debtors under this Plan. Such groupings shall not affect any Debtor's status as a separate legal entity, change the organizational structure of the Debtors' business enterprise, constitute a change of control of any Debtor for any purpose, cause a merger or consolidation of any legal entities, or cause the transfer of any Assets. Except as otherwise provided or permitted under this Plan, this Plan is not premised upon and shall not cause the substantive consolidation of the Debtors or any non-Debtor affiliate, and, all Debtors shall continue to exist as separate legal entities unless otherwise contemplated in the Corporate Restructuring.

3.3 Summary of Classification of Claims and Interests.

The following table designates the Classes of Claims against and Interests in the Debtors and specifies which Classes are: (a) Impaired and Unimpaired under this Plan; (b) entitled to vote to accept or reject this Plan in accordance with section 1126 of the Bankruptcy Code, and (c) deemed to accept or reject this Plan:

<u>Class</u>	<u>Type of Claim or Interest</u>	<u>Impairment</u>	<u>Entitled to Vote</u>
Class 1	Other Priority Claims	Unimpaired	No (Deemed to accept)

<u>Class</u>	<u>Type of Claim or Interest</u>	<u>Impairment</u>	<u>Entitled to Vote</u>
Class 2	Other Secured Claims	Unimpaired	No (Deemed to accept)
Class 3	Syndicated Facility Secured Claims	Unimpaired	Yes ²
Class 4A	Unsecured Trade Claims	Impaired	Yes
Class 4B	Other Unsecured Claims	Impaired	Yes
Class 5	Intercompany Claims	Unimpaired	No (Deemed to accept)
Class 6	Subordinated Claims	Impaired	No (Deemed to reject)
Class 7	Parent Interests	Impaired	No (Deemed to reject)
Class 8	Intercompany Interests	Unimpaired / Impaired	No (Deemed to accept/reject)

3.4 Special Provisions Concerning Unimpaired Claims.

Except as otherwise explicitly provided in this Plan, nothing herein shall affect the rights of the Reorganized Debtors in respect of any Unimpaired Claim, including all rights in respect of the legal and equitable defenses to, or setoffs or recoupments against, any such Unimpaired Claims.

3.5 Separate Classification of Other Secured Claims.

Although all Other Secured Claims have been placed in one Class for purposes of nomenclature within this Plan, each Other Secured Claim, to the extent secured by a Lien on Collateral different from the Collateral securing another Other Secured Claim, shall be treated as being in a separate sub-Class for the purposes of receiving Plan Distributions.

3.6 Elimination of Vacant Classes.

Any Class that, as of the commencement of the Confirmation Hearing, does not have at least one holder of a Claim or Interest that is Allowed in an amount greater than zero for voting purposes shall be considered vacant, deemed eliminated from this Plan for purposes of voting to accept or reject this Plan, and disregarded for purposes of determining whether this Plan satisfies section 1129(a)(8) of the Bankruptcy Code with respect to such Class. Any Claim or Interest in a Class that is considered vacant under this Plan shall receive no Plan Distribution.

3.7 Voting Classes; Presumed Acceptance by Non-Voting Classes

If a Class contains Claims eligible to vote and no holder of Claims eligible to vote in such Class votes to accept or reject the Plan, the Plan shall be presumed accepted by the holders of such Claims in such Class.

² The Debtors are soliciting votes to accept or reject the Plan from holders of Syndicated Facility Secured Claims to the extent Class 3 is determined to be Impaired under the Plan by the Bankruptcy Court. The Debtors reserve all rights to the extent Class 3 is determined to be Impaired.

3.8 Voting; Presumptions; Solicitation

(a) Acceptance by Certain Impaired Classes. Only holders of Allowed Claims in Classes 3,³ 4A, and 4B are entitled to vote to accept or reject this Plan. An Impaired Class of Claims shall have accepted this Plan if (i) the holders of at least two-thirds (2/3) in amount of the Allowed Claims actually voting in such Class have voted to accept this Plan and (ii) the holders of more than one-half (1/2) in number of the Allowed Claims actually voting in such Class have voted to accept this Plan. Holders of Claims in Classes 3, 4A, and 4B will receive ballots containing detailed voting instructions.

(b) Deemed Acceptance by Unimpaired Classes. Holders of Claims or Interests in Classes 1, 2, 5, and, to the extent holders of Interests in Class 8 are Unimpaired by the Plan, Class 8 are conclusively deemed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Accordingly, such holders are not entitled to vote to accept or reject this Plan.

(c) Deemed Rejection by Impaired Classes. Holders of Claims or Interests in Classes 6, 7, and, to the extent holders of Interests in Class 8 are Impaired by the Plan, Class 8 are conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Accordingly, such holders are not entitled to vote to accept or reject this Plan.

3.9 Cramdown.

If any Class is deemed to reject this Plan or is entitled to vote on this Plan and does not vote to accept this Plan, the Debtors may (i) seek confirmation of this Plan under section 1129(b) of the Bankruptcy Code or (ii) subject to Section 12.1, amend or modify this Plan in accordance with the terms hereof and the Bankruptcy Code. If a controversy arises as to whether any Claims or Interests, or any class of Claims or Interests, are Impaired, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the Confirmation Date.

3.10 No Waiver.

Nothing contained in this Plan shall be construed to waive a Debtor's or other Person's right to object on any basis to any Claim.

ARTICLE IV. TREATMENT OF CLAIMS AND INTERESTS.

4.1 Class 1: Other Priority Claims.

(a) Treatment: The legal, equitable, and contractual rights of the holders of Allowed Other Priority Claims are unaltered by this Plan. Except to the extent that a holder of an Allowed Other Priority Claim agrees to different treatment in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Other Priority Claim, on

³ The Debtors are soliciting votes to accept or reject the Plan from holders of Syndicated Facility Secured Claims to the extent Class 3 is determined to be Impaired under the Plan by the Bankruptcy Court.

the later of the Effective Date and the date that is ten (10) Business Days after the date such Other Priority Claims becomes an Allowed Claim, or, in each case, as soon as reasonably practicable thereafter, each holder of an Allowed Other Priority Claim shall receive, on account of such Allowed Claim, (i) Cash in an amount equal to the Allowed amount of such Claim, or (ii) other treatment consistent with the provisions of 1129 of the Bankruptcy Code; *provided*, that Allowed Other Priority Claims that arise in the ordinary course of the Debtors' business, shall be paid by the Debtors or the Reorganized Debtors, as applicable, in the ordinary course of business, consistent with past practice and in accordance with the terms and subject to the conditions of any orders or agreements governing, instruments evidencing, or other documents establishing, such liabilities without further actions by holders of such Other Priority Claims or further approval by the Bankruptcy Court.

(b) Impairment and Voting: Allowed Other Priority Claims are Unimpaired. In accordance with section 1126(f) of the Bankruptcy Code, the holders of Allowed Other Priority Claims are conclusively presumed to accept this Plan and are not entitled to vote to accept or reject this Plan, and the votes of such holders will not be solicited with respect to such Allowed Other Priority Claims.

4.2 Class 2: Other Secured Claims.

(a) Treatment: The legal, equitable, and contractual rights of the holders of Allowed Other Secured Claims are unaltered by this Plan. Except to the extent that a holder of an Allowed Other Secured Claim agrees to different treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Other Secured Claim, on the later of the Effective Date and the date on which such Other Secured Claim becomes an Allowed Claim, or, in each case, as soon thereafter as is reasonably practicable, each holder of an Allowed Other Secured Claim shall receive on account of such Allowed Claim, at the option of the applicable Reorganized Debtor(s): (i) Cash in an amount equal to the Allowed amount of such Claim, (ii) Reinstatement or such other treatment sufficient to render such holder's Allowed Other Secured Claim Unimpaired pursuant to section 1124 of the Bankruptcy Code, or (iii) such other recovery necessary to satisfy the provisions of section 1129 of the Bankruptcy Code.

(b) Impairment and Voting: Allowed Other Secured Claims are Unimpaired. In accordance with section 1126(f) of the Bankruptcy Code, the holders of Allowed Other Secured Claims are conclusively presumed to accept this Plan and are not entitled to vote to accept or reject this Plan, and the votes of such holders will not be solicited with respect to such Allowed Other Secured Claims.

4.3 Class 3: Syndicated Facility Secured Claims.

(a) Allowance and Treatment: On the Effective Date, except to the extent that a holder of an Allowed Syndicated Facility Secured Claim agrees to different treatment in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Syndicated Facility Secured Claim under the Plan Sponsor Agreement, each holder of an Allowed Syndicated Facility Secured Claim, which Claims are deemed Allowed in the aggregate amount equal to the Allowed SFA Secured Claim Amount, shall receive, on account of such

Allowed Syndicated Facility Secured Claim its Pro Rata share of the SFA Secured Claim Cash Pool in Cash.

(b) Impairment and Voting: Allowed Syndicated Facility Secured Claims are Unimpaired. The Debtors are soliciting votes to accept or reject the Plan from holders of Syndicated Facility Secured Claims to the extent Class 3 is determined to be Impaired under the Plan by the Bankruptcy Court. Accordingly, holders of Allowed Syndicated Facility Secured Claims are entitled to vote on this Plan.

4.4 Class 4A: Unsecured Trade Claims.

(a) Treatment: On the Effective Date, or as soon as reasonably practicable thereafter, except to the extent that a holder of an Allowed Unsecured Trade Claim agrees or has agreed to different treatment in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Unsecured Trade Claim, each holder of an Allowed Unsecured Trade Claim shall receive its Pro Rata share of the Trade Claim Cash Amount in Cash.

(b) Impairment and Voting: Allowed Unsecured Trade Claims are Impaired. Holders of Allowed Unsecured Trade Claims are entitled to vote on this Plan.

4.5 Class 4B: Other Unsecured Claims

(a) Treatment: Each holder of an Allowed Other Unsecured Claim shall receive its Pro Rata share of the Litigation Trust Distributable Proceeds from the Litigation Trust as and when provided for in the Litigation Trust Agreement, subject to Section 5.20 of the Plan. For the avoidance of doubt, this Class 4B (Other Unsecured Claims) shall include the Syndicated Facility Deficiency Claim.

(b) Impairment and Voting: Allowed Other Unsecured Claims are Impaired. Holders of Allowed Other Unsecured Claims are entitled to vote on this Plan.

4.6 Class 5: Intercompany Claims.

(a) Treatment: All Intercompany Claims will be adjusted, continued, settled, reinstated, discharged, eliminated, or otherwise managed, in each case to the extent determined to be appropriate by the Debtors or Reorganized Debtors, as applicable, after consultation with the Plan Sponsor.

(b) Impairment and Voting: Allowed Intercompany Claims are either Unimpaired, in which case the holders of such Intercompany Claims conclusively are presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code, or Impaired, in which case the holders of such Intercompany Claims conclusively are presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, holders of Allowed Intercompany Claims are not entitled to vote to accept or reject this Plan, and the votes of such holders will not be solicited with respect to such Allowed Intercompany Claims.

4.7 Class 6: Subordinated Claims.

(a) Treatment: Allowed Subordinated Claims are subordinated to Claims, as applicable, in (i) Class 4A and Class 4B or (ii) Class 7, pursuant to this Plan and section 510 of the Bankruptcy Code. The holders of Allowed Subordinated Claims shall not receive or retain any property under this Plan on account of such Allowed Subordinated Claims.

(b) Impairment and Voting: Allowed Subordinated Claims are Impaired. In accordance with section 1126(g) of the Bankruptcy Code, the holders of such Allowed Subordinated Claims are conclusively presumed to reject this Plan and are not entitled to vote to accept or reject this Plan, and the votes of such holders will not be solicited with respect to such Allowed Subordinated Claims.

4.8 Class 7: Parent Interests.

(a) Treatment: On the Effective Date, all Parent Interests shall be deemed valueless, shall not receive or retain any property or distribution under the Plan and shall be discharged, cancelled, released, and extinguished.

(b) Impairment and Voting: Parent Interests are Impaired. In accordance with section 1126(g) of the Bankruptcy Code, the holders of Parent Interests are conclusively presumed to reject this Plan and are not entitled to vote to accept or reject this Plan, and the votes of such holders will not be solicited with respect to such Parent Interests.

4.9 Class 8: Intercompany Interests.

(a) Treatment: On the Effective Date, at the option of the Reorganized Debtors, in consultation with the Plan Sponsor, all Allowed Intercompany Interests shall either (i) remain unaffected by the Plan and continue in place or (ii) be cancelled (or otherwise eliminated) and holders of such cancelled Intercompany Interests shall not receive or retain any property under the Plan.

(b) Impairment and Voting: Allowed Intercompany Interests are either Unimpaired, in which case the holders of such Intercompany Interests conclusively are presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code, or Impaired, in which case the holders of such Intercompany Interests conclusively are presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, holders of Allowed Intercompany Interests are not entitled to vote to accept or reject this Plan, and the votes of such holders will not be solicited with respect to such Allowed Intercompany Interests.

ARTICLE V. MEANS FOR IMPLEMENTATION; POST-EFFECTIVE DATE GOVERNANCE.

5.1 Settlement of Claims, Interests, and Controversies.

(a) Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the Plan Distributions and other benefits provided under this Plan, the provisions of this Plan shall constitute a good faith compromise and settlement of all Claims,

Interests and controversies relating to the contractual, legal and subordination rights that a holder of a Claim or Interest may have with respect to any Allowed Claim or Allowed Interest or any Plan Distribution on account thereof. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, as of the Effective Date, of each of the compromises and settlements embodied in the Plan, as well as the Bankruptcy Court's finding that all such compromises or settlements are fair, equitable, reasonable, and in the best interest of the Debtors and their Estates. This comprehensive compromise and settlement will be binding on the Debtors, the Reorganized Debtors, and the Speedcast Entities, as applicable, on all Persons who have asserted or could assert any potential Causes of Action, the Creditors' Committee or Litigation Trustee, as applicable, the Prepetition Lenders, and the Prepetition Secured Parties concerning such claims compromised and settled under the Plan (including, for the avoidance of doubt, any and all of the Creditors' Committee's potential (i) objections or challenges to the amount, validity, perfection, enforceability, priority or extent of the Prepetition Loans or the Prepetition Secured Parties' Liens (as defined in the Final DIP Order) and (ii) Challenges (as defined in the Final DIP Order) against the Prepetition Secured Parties). This comprehensive compromise and settlement is the fundamental foundation of the Plan. As such, the approval and consummation of the Plan will conclusively bind all holders of Claims against or Interests in the Debtors and other parties in interest, and the releases and settlements effected under the Plan will be operative as of the Effective Date and subject to enforcement by the Bankruptcy Court from and after the Effective Date, including pursuant to the injunctive provisions of Sections 10.4, 10.5, and 10.9.

(b) On the Effective Date the Litigation Trust shall be established in accordance with the Plan and shall be governed and administered in accordance with the Litigation Trust Agreement. The Litigation Trust Agreement shall be in form and substance reasonably acceptable to the Creditors' Committee and the Debtors. The Debtors and the Estates shall transfer to the Litigation Trust the Litigation Trust Causes of Action, free and clear of all Liens (including all Liens granted to secure the DIP Claims), charges, Claims, encumbrances and interests for the benefit of the holders of Allowed Other Unsecured Claims.

5.2 Continued Corporate Existence.

(a) Except as otherwise provided in this Plan, the Debtors shall continue to exist after the Effective Date as Reorganized Debtors in accordance with the applicable laws of the respective jurisdictions in which they are incorporated or organized and pursuant to their applicable Amended Organizational Documents. On or after the Effective Date, each Reorganized Debtor may, in its sole discretion, take such action as permitted by applicable law and such Reorganized Debtor's organizational documents as such Reorganized Debtor may determine is reasonable and appropriate, (i) including causing (A) a Reorganized Debtor to be merged into another Reorganized Debtor or an affiliate of a Reorganized Debtor, (B) a Reorganized Debtor to be liquidated and dissolved or deregistered (or the equivalent in its relevant jurisdiction of incorporation), (C) the legal name of a Reorganized Debtor to be changed, or (D) the closure of a Reorganized Debtor's Chapter 11 Case on the Effective Date or any time thereafter or (ii) as otherwise contemplated pursuant to the Corporate Restructuring, subject in any case, to the terms of the Plan Sponsor Agreement and the consent of the Plan Sponsor, whose consent will not be unreasonably withheld.

(b) On the Effective Date or as soon thereafter as is reasonably practicable, the Reorganized Debtors may take all actions as may be necessary or appropriate to effect any transaction described in, approved by, or necessary or appropriate to effectuate this Plan, including: (i) the execution and delivery of appropriate agreements or other documents of merger, consolidation, contribution, distribution, restructuring, conversion, disposition, transfer, dissolution, or liquidation containing terms that are consistent with the terms of this Plan and the Plan Documents and that satisfy the requirements of applicable law and any other terms to which the applicable Entities may agree; (ii) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of this Plan and having other terms to which the applicable parties agree; (iii) the filing of appropriate certificates of incorporation and memoranda and articles of association and amendments thereto, reincorporation, merger, consolidation, conversion, or dissolution pursuant to applicable law; (iv) the Restructuring Transactions; and (v) all other actions that the applicable Entities determine to be necessary or appropriate, including making filings or recordings that may be required by applicable law subject, in any case, to the terms of the Plan Sponsor Agreement and the consent of the Plan Sponsor, whose consent will not be unreasonably withheld; *provided*, that nothing in this Section 5.2(b) shall be construed to prohibit any Debtor, the Australian Administrator or any other Person from taking any steps towards implementing, if applicable, the Speedcast Parent Administration or any relevant Foreign Enforcement Action prior to the Effective Date.

5.3 Corporate Action.

Upon the Effective Date, all actions contemplated by the Plan shall be deemed authorized and approved in all respects, including (i) the assumption of executory contracts and unexpired leases as provided herein, (ii) the selection of the managers, directors, or officers for the Reorganized Debtors, (iii) the issuance and distribution of New Equity Interests, and (iv) all other actions contemplated by the Plan (whether to occur before, on, or after the Effective Date) subject, in any case, to the terms of the Plan Sponsor Agreement and the consent of the Plan Sponsor, whose consent will not be unreasonably withheld. All matters provided for in the Plan or the Plan Sponsor Agreement involving the corporate or limited liability company structure of the Debtors or the Reorganized Debtors, and any corporate or limited liability company action required by the Debtors or the Reorganized Debtors in connection with the Plan shall be deemed to have occurred and shall be in effect, without any requirement of further action by the security holders, directors, managers, or officers of the Debtors or the Reorganized Debtors.

5.4 Cancellation of Certain Existing Securities and Agreements.

(a) On the Effective Date, except for the purpose of evidencing or effectuating a right to a Plan Distribution and, whether or not for such purpose, as otherwise expressly set forth herein, all agreements, instruments, notes, certificates, indentures, mortgages, security documents, and other instruments or documents evidencing or creating any prepetition Claim or Interest (except for (i) agreements, instruments, notes, certificates, indentures, mortgages, security documents, and other instruments or documents governing, relating to and/or evidencing (a) certain Intercompany Interests not modified by the Plan, and (b) any Reinstated Claim, and (ii) the Syndicated Facility Credit Agreement (including the New Incremental Term Loans (as defined in the Incremental Assumption and Amendment Agreement, dated as of October 16,

2018)), the other SFA Loan Documents and any related instrument, agreement or document solely with respect to the rights, claims, and/or remedies of any Prepetition Lender against another Prepetition Lender(s) or the Syndicated Facility Agent) and any rights of any holder in respect thereof shall be deemed cancelled and of no force or effect and the Debtors shall not have any continuing obligations thereunder; *provided*, that the Plan Sponsor may take such further action to implement the terms of this Plan, including the Restructuring Transactions, as agreed to with the Debtors, Reorganized Debtors, Australian Administrator(s) or Australian Deed Administrator(s), as applicable. For the avoidance of doubt, except as expressly set forth in the Plan, the obligations of the SFA Loan Parties under the SFA Loan Documents shall be deemed satisfied, cancelled, discharged, and of no force or effect.

(b) On and after the Effective Date, all duties, responsibilities or obligations of the Syndicated Facility Agent, the holders of Syndicated Facility Claims, the DIP Agent, and the holders of DIP Claims, in each case under (i) the SFA Loan Documents, and (ii) the DIP Documents (except as provided in Section 2.4 herein), in each case, shall be fully discharged, and such Persons shall have no rights or obligations arising from or related to such agreements, instruments, Securities, or other documentation or the cancellation thereof, except the rights provided for pursuant to the Plan.

(c) Notwithstanding such cancellation and discharge, the DIP Documents, the SFA Loan Documents and any other indenture or agreement that governs the rights of a holder of an Allowed Claim shall continue in effect to the extent necessary (i) to allow the holders of such Claims to receive distributions under the Plan; (ii) to allow the Debtors, the Reorganized Debtors, the Disbursing Agent, and the Litigation Trustee to (1) make distributions pursuant to the Plan on account of such Claims and (2) take any other action reasonably necessary to cause the Plan to become Effective, including by implementing the Restructuring Transactions set forth in this Plan; (iii) to allow holders of Claims to maintain their rights to compensation and indemnification as against any money or property distributable to such holder of Claims; and (iv) to preserve all rights, including rights of enforcement, of the DIP Agent and the Syndicated Facility Agent against any Person other than a Released Party (including the Debtors); *provided*, that, nothing in this Section 5.4 shall affect the discharge of Claims pursuant to the Bankruptcy Code, the Confirmation Order, or the Plan.

(d) Any Letters of Credit that remain outstanding on the Effective Date shall be (i) cash collateralized by the Debtors or Reorganized Debtors, as applicable, pursuant to arrangements reasonably satisfactory to the Plan Sponsor, (ii) terminated, cancelled, or returned undrawn to the applicable Issuing Bank (as defined in the Syndicated Facility Agreement), or (iii) otherwise addressed through arrangements reasonably acceptable to the Plan Sponsor, the applicable Issuing Bank, and the Debtors or Reorganized Debtors, as applicable.

5.5 Cancellation of Certain Existing Security Interests.

Upon the full payment or other satisfaction of an Allowed Other Secured Claim or Syndicated Facility Secured Claim, or promptly thereafter, the holder of such Allowed Other Secured Claim and the applicable Prepetition Secured Parties shall deliver to the Debtors or the Reorganized Debtors, as applicable, any Collateral or other property of a Debtor held by such holder, together with any termination statements, instruments of satisfaction, or releases of all

security interests and Liens with respect to its Claim that may be reasonably requested by the Reorganized Debtors to terminate any related financing statements, mortgages, mechanics' or other statutory Liens, or lis pendens, or similar interests or documents.

5.6 Plan Funding.

Plan distributions of Cash shall be funded from the Debtors' Cash on hand as of the applicable date of such Plan Distribution and from the proceeds of the Direct Investment.

5.7 Authorization, Issuance, and Delivery of New Equity Interests.

(a) On the Effective Date, the Debtors or Reorganized Debtors are authorized to distribute and New Speedcast Parent is authorized to issue or cause to be issued and shall issue or cause to be issued New Equity Interests, for distribution in accordance with the terms of this Plan and the Plan Sponsor Agreement, without the need for any further corporate, partnership, limited liability company, or shareholder action. Upon the Effective Date, the authorized equity interests of New Speedcast Parent shall be subject to the terms contained in the New Organizational Documents.

(b) On or (as applicable) before the Effective Date, the appropriate directors, officers, and managers of the Debtors or the Reorganized Debtors, as applicable, shall be authorized and directed to, issue, execute, and deliver the agreements, documents, securities, and instruments contemplated by the Plan (or necessary or desirable to effect the transactions contemplated by the Plan) in the name and on behalf of the Reorganized Debtors. The authorizations and approvals contemplated by Article V shall be effective notwithstanding any requirements under non-bankruptcy law.

5.8 Non-Cash Consideration

On the Effective Date, the Plan Sponsor shall pay to each holder of an Allowed Syndicated Facility Claim Cash in an amount equal to such holder's Pro Rata Share of the Non-Cash Consideration (as defined in the Plan Sponsor Selection Procedures) in accordance with the Plan Sponsor Selection Procedures, if applicable.

5.9 Direct Investment

(a) Upon the Effective Date, New Speedcast Parent shall issue New Equity Interests to the Plan Sponsor for an aggregate purchase price of the Direct Investment Amount subject to the terms and conditions of this Plan and the Plan Sponsor Agreement and any consents or approvals required under each of the foregoing. The proceeds of the Direct Investment may be used to: (i) pay all of the DIP Facility claims, (ii) pay all Restructuring Expenses, (iii) pay all costs associated with the Corporate Restructuring; (iv) fund Plan Distributions, including, for the avoidance of doubt, the Trade Claim Cash Amount and Litigation Trust Cash Amount, and (v) provide the Reorganized Debtors with additional liquidity for working capital and general corporate purposes.

(b) In accordance with the Plan Sponsor Agreement and subject to the terms and conditions thereof, each Plan Sponsor, if more than one, has agreed, severally but not jointly,

to purchase, on or prior to the Effective Date, the amount of New Equity Interests equal to its respective Equity Commitment (as defined in the Plan Sponsor Agreement).

5.10 *Officers and Boards of Directors.*

(a) Upon the Effective Date, the New Board shall be comprised as determined by the Plan Sponsor. If known, the officers and the composition of each board of directors of the Reorganized Debtors shall be disclosed prior to the Effective Date to the extent required by section 1129(a)(5) of the Bankruptcy Code. On the Effective Date, the chairman and each other member of the New Board shall be appointed to serve in accordance with the terms of the New Organizational Documents.

(b) Except to the extent that a member of the board of directors of a Debtor continues to serve as a director of such Reorganized Debtor immediately after the Effective Date, each such member will be deemed to have resigned or shall otherwise cease to be a director of the applicable Debtor as of the Effective Date without any further action required on the part of any such Debtor or member. Commencing on the Effective Date, each of the directors of each of the Reorganized Debtors shall serve pursuant to the terms of the applicable New Organizational Documents of such Reorganized Debtor and may be replaced or removed in accordance with such New Organizational Documents.

(c) The Reorganized Debtors may enter into new employment agreements with key executives on a case by case basis in form and substance acceptable to the Plan Sponsor and in accordance with the Plan Sponsor Agreement.

5.11 *Management Incentive Plan.*

Following the Effective Date, New Speedcast Parent shall enter into the Management Incentive Plan in accordance with the Plan Support Agreement. All awards issued under the Management Incentive Plan will be dilutive of all other New Equity Interests issued pursuant to the Plan.

5.12 *Intercompany Interests.*

To the extent an Intercompany Interest is not cancelled or transferred pursuant to the Plan, on the Effective Date and without the need for any further corporate action or approval of any board of directors, board of managers, managers, or shareholders of any Debtor or Reorganized Debtor, as applicable, such Intercompany Interest shall be unaffected by the Plan, continue in place following the Effective Date and remain in full force and effect.

5.13 *Corporate Restructuring.*

(a) On the Effective Date or as soon as reasonably practicable thereafter, the Debtors, Reorganized Debtors, Australian Administrator(s) or Australian Deed Administrator(s), as applicable, shall take all actions consistent with the Plan, the Plan Sponsor Agreement and the Corporate Restructuring Steps as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Corporate Restructuring under and in connection with this Plan (and subject to the terms of the Plan

Sponsor Agreement (including the applicable consent and approval rights thereunder)); *provided*, that nothing in this Section 5.13 shall be construed to prohibit any Debtor, or any other Person from taking any steps towards implementing, if applicable, the Speedcast Parent Administration, the Deed of Company Arrangement or any relevant Foreign Enforcement Action prior to the Effective Date.

(b) Following the Effective Date, Speedcast Parent may continue operations, be wound down, liquidated, dissolved, and/or deregistered in accordance with the Corporate Restructuring, applicable laws of the respective jurisdictions and this Plan.

(c) Pursuant to sections 1123(a)(5), 1123(b)(4), 1123(b)(6), and 1146(a) of the Bankruptcy Code, the Confirmation Order shall authorize and direct the Corporate Restructuring. Upon the Confirmation Date, the Debtors, the Reorganized Debtors, the Plan Sponsor, the Australian Administrator(s) and the Australian Deed Administrator(s), as applicable, shall be authorized to take any and all actions necessary to consummate the Corporate Restructuring, including, for the avoidance of doubt, commencing and pursuing any Foreign Enforcement Action.

(d) On the closing date of the Corporate Restructuring, all Assets held by or vested in New Speedcast Parent pursuant to the terms of the Plan and the Confirmation Order (in accordance with the Corporate Restructuring and the Plan Sponsor Agreement) shall be free and clear of all Claims, Equity Interests, Liens, charges, encumbrances, and other interests, other than other interests expressly provided or assumed pursuant to the Plan or the documents included in the Plan Supplement.

5.14 *Speedcast Parent.*

(a) Following the Confirmation Date, the Speedcast Parent and/or its board of directors shall have, as may be required or prudent to implement this Plan or the Restructuring Transactions under the laws of Australia, the authority and right to appoint the Australian Administrator(s) without the need for Bankruptcy Court approval, and the Australian Administrator(s) or the Australian Deed Administrator(s), if appointed, shall have the authority and right on behalf of Speedcast Parent, without the need for Bankruptcy Court approval, to carry out and implement the provisions of this Plan and the Deed of Company Arrangement to the extent permitted by applicable law (and not inconsistent with the Corporate Restructuring) in connection with the Speedcast Parent Administration or the Deed of Company Arrangement (as applicable), including to: (i) carry out all of the duties of an administrator or deed administrator under the Corporations Act and at law; (ii) consider the terms of the Deed of Company Arrangement (or the terms of any other deed of company arrangement proposed); (iii) report to creditors of the Speedcast Parent and make recommendations thereto; (iv) convene any meeting of creditors of the Speedcast Parent as required under the Corporations Act; (v) except to the extent Claims have been Allowed, control and effectuate the Claims reconciliation process with respect to Speedcast Parent and its subsidiaries, if any, including to object to, seek to subordinate, compromise or settle any and all Claims against Speedcast Parent and its subsidiaries, if any; (vi) make distributions to holders of Allowed Claims in accordance with the Plan; (vii) prosecute all Causes of Action (that are not Litigation Trust Causes of Action) on behalf of Speedcast Parent and its subsidiaries, elect not to pursue such Causes of Action, and

determine whether and when to compromise, settle, abandon, dismiss, or otherwise dispose of any such Causes of Action, as the Australian Administrator(s) or Australian Deed Administrator(s) may determine is in the best interests of Speedcast Parent and its subsidiaries; (viii) retain professionals to assist in performing its duties under the Plan, Speedcast Parent Administration or the Deed of Company Arrangement; (ix) maintain the books, records, and accounts of Speedcast Parent and its subsidiaries; (x) complete and file, as necessary, all final or otherwise required foreign, federal, state, and local tax returns for Speedcast Parent and its subsidiaries; and (xi) perform other duties and functions that are consistent with the implementation of the Plan, the Speedcast Parent Administration or the Deed of Company Arrangement, including the Corporate Restructuring, Corporate Restructuring Steps, Restructuring and Restructuring Transactions.

(b) Following the Confirmation Date and the appointment of any Australian Administrator(s) as may be required or prudent to implement this Plan or the Restructuring Transactions under the laws of Australia, any Debtor (other than the Speedcast Parent) shall have the authority and right to propose the Deed of Company Arrangement.

(c) In furtherance of the provisions of Section 5.13(b), after the consummation of the Plan, the directors of the Speedcast Parent, the Australian Administrators, the Australian Deed Administrators or the Australian Liquidators (as applicable) may (to the extent not inconsistent with the Corporate Restructuring) wind down, sell, liquidate, and may operate, use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action (that are not retained by or transferred to the Litigation Trust) of the Speedcast Parent and its subsidiaries without approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

(d) Each of the Debtors and Reorganized Debtors shall indemnify and hold harmless any Australian Administrator(s) and Australian Deed Administrator(s) solely in their capacity as such for any losses incurred in such capacity, except to the extent such losses were the result of the gross negligence, willful misconduct, or criminal conduct of such Australian Administrator or Australian Deed Administrator (as applicable).

(e) The Australian Administrator(s), the Australian Deed Administrator(s) or the directors of the Speedcast Parent (as applicable) shall be authorized, on behalf of Speedcast Parent, subject to applicable law but without further action including any action by the stockholders, members, the board of directors, or board of directors or similar governing body of New Speedcast Parent, to (i) file any and all corporate and company documents necessary and/or (ii) enter or cause to enter any Foreign Enforcement Action necessary, in each case to effectuate the Plan, including the Restructuring, Restructuring Transactions, Corporate Restructuring, Corporate Restructuring Steps and the terms of the Deed of Company Arrangement.

(f) Any Australian Administrator(s) and the Australian Deed Administrator(s) shall be permitted to effectuate any Speedcast Parent Administration and Deed of Company Arrangement, as applicable, with the amounts reserved in the Speedcast Parent Budget.

(g) Nothing in this Plan shall be construed to:

(i) prohibit any Debtor, the Australian Administrator(s) or any other Person from taking any steps towards implementing the Speedcast Parent Administration or any relevant Foreign Enforcement Action prior to the Effective Date; or

(ii) require the Australian Administrator(s) or Australian Deed Administrator(s) to take any action, or refrain from taking any action, that would be contrary to their duties, the Corporations Act or law.

5.15 *No Substantive Consolidation.*

The Plan is a joint plan of reorganization of the Debtors for administrative purposes only and constitutes a separate chapter 11 plan for each Debtor. The plan is not premised upon the substantive consolidation with respect to the Classes of Claims or Interests set forth in the Plan.

5.16 *Separability.*

Notwithstanding the combination of the separate plans of reorganization for the Debtors set forth in the Plan for purposes of economy and efficiency, the Plan constitutes a separate chapter 11 plan for each Debtor. Accordingly, if the Bankruptcy Court does not confirm the Plan with respect to one or more Debtors, it may still, subject to the consent of the applicable Debtors and the Plan Sponsor, confirm the Plan with respect to any other Debtor that satisfies the confirmation requirements of section 1129 of the Bankruptcy Code.

5.17 *Restructuring Expenses.*

On the Effective Date, or as soon as reasonably practicable thereafter, the Debtors or the Reorganized Debtors, as applicable, shall pay in full in Cash (to the extent not previously paid during the course of the Chapter 11 Cases) all outstanding Restructuring Expenses billed through the Effective Date, in accordance with the terms of the applicable orders, engagement letters, or other applicable contractual arrangements. All parties entitled to payment pursuant to this Section 5.17 shall estimate their accrued Restructuring Expenses prior to and as of the Effective Date and shall deliver such estimates to the Debtors at least two Business Days before the Effective Date; *provided*, that such estimate shall not be considered an admission or limitation with respect to the fees and expenses of such parties. On the Effective Date, final invoices for all Restructuring Expenses incurred prior to and as of the Effective Date shall be submitted to the Debtors. In addition, the Debtors and the Reorganized Debtors (as applicable) shall continue to pay post-Effective Date, when due and payable in the ordinary course, Restructuring Expenses related to implementation, consummation and defense of the Plan.

5.18 *Reorganized Debtors' Authority.*

After the Effective Date, the Reorganized Debtors may operate the Debtors' business and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

5.19 Subordination Agreements.

Pursuant to section 510(a) of the Bankruptcy Code, all subordination agreements governing Claims or Interests shall be enforced in accordance with such agreement's terms.

5.20 Litigation Trust.

(a) **Creation and Governance of the Litigation Trust.** On the Effective Date, the Debtors and the Litigation Trustee shall execute the Litigation Trust Agreement in a form reasonably acceptable to the Creditors' Committee, and all other necessary steps shall be taken to establish the Litigation Trust in accordance with the Plan and the beneficial interests therein, which shall be for the benefit of the Litigation Trust Beneficiaries. In the event of any conflict between the terms of the Plan and the terms of the Litigation Trust Agreement, the terms of the Plan shall govern. Additionally, on the Effective Date, to the extent permitted by law, the Debtors shall transfer and shall be deemed to transfer to the Litigation Trust all of their rights, title and interest in and to all of the Litigation Trust Assets, and in accordance with section 1141 of the Bankruptcy Code, the Litigation Trust Assets shall automatically vest in the Litigation Trust free and clear of all Claims and Liens, subject only to (a) Litigation Trust Interests, and (b) the expenses of the Litigation Trust as provided for in the Litigation Trust Agreement, and such transfer shall be exempt from any stamp, real estate transfer, mortgage reporting, sales, use or other similar tax. The Litigation Trustee shall be the exclusive trustee of the assets of the Litigation Trust for purposes of 31 U.S.C. § 3713(b) and 26 U.S.C. § 6012(b)(3), as well as the representatives of the Estate of each of the Debtors appointed pursuant to section 1123(b)(3)(B) of the Bankruptcy Code, solely for purposes of carrying out the Litigation Trustee's duties under the Litigation Trust Agreement. The Litigation Trust shall be governed by the Litigation Trust Agreement and administered by the Litigation Trustee.

The powers, rights and responsibilities of the Litigation Trustee shall be specified in the Litigation Trust Agreement and shall include the authority and responsibility to, among other things, take the actions set forth in this Section 5.20. The Litigation Trustee shall hold and distribute the Litigation Trust Assets in accordance with the provisions of the Plan and the Litigation Trust Agreement. Other rights and duties of the Litigation Trustee and the Litigation Trust Beneficiaries shall be as set forth in the Litigation Trust Agreement. After the Effective Date, the Debtors and the Reorganized Debtors shall have no interest in the Litigation Trust Assets except as set forth in the Litigation Trust Agreement.

(b) **Purpose of the Litigation Trust.** The Litigation Trust shall be established for the purpose of (i) evaluating and prosecuting the Litigation Trust Causes of Action, (ii) liquidating the Litigation Trust Assets, and (iii) distributing the Litigation Trust Distributable Proceeds, if any, to the Litigation Trust Beneficiaries in accordance with Treasury Regulation section 301.7701-4(d), with no objective to continue or engage in the conduct of a trade or business.

(c) **Litigation Trustee and Litigation Trust Agreement.** The Litigation Trust Agreement generally will provide for, among other things, payment of the Litigation Trust Expenses. The Litigation Trust Expenses shall be paid solely from the Litigation Trust Assets in accordance with the Plan and the Litigation Trust Agreement.

For the avoidance of doubt, any costs incurred by (i) the Disbursing Agent in making distributions to holders of Claims under the Plan or (ii) the Reorganized Debtors in prosecuting objections to Claims or otherwise administering Claims shall be paid by the Reorganized Debtors, except to the extent the Litigation Trustee seeks to prosecute certain claims objections pursuant to section 7.2(c).

The Litigation Trustee, on behalf of the Litigation Trust, may employ, without further order of the Bankruptcy Court, professionals (including Professionals previously retained by the Creditors' Committee) to assist in carrying out its duties hereunder and may compensate and reimburse the reasonable expenses of these professionals without further order of the Bankruptcy Court from the Litigation Trust Assets in accordance with the Plan and the Litigation Trust Agreement.

In furtherance of and consistent with the purpose of the Litigation Trust and the Plan, the Litigation Trustee, for the benefit of the Litigation Trust, shall (a) hold the Litigation Trust Assets for the benefit of the Litigation Trust Beneficiaries, (b) make distributions of Litigation Trust Distributable Proceeds, if any, as provided herein and in the Litigation Trust Agreement and (c) have the power and authority to prosecute and resolve any Litigation Trust Causes of Action. The Litigation Trustee shall be responsible for all decisions and duties with respect to the Litigation Trust and the Litigation Trust Assets, except as otherwise provided in the Litigation Trust Agreement. In all circumstances, the Litigation Trustee shall act in the best interests of the Litigation Trust Beneficiaries.

(d) ***Compensation and Duties of the Litigation Trustee.*** The salient terms of the Litigation Trustee's employment, including the Litigation Trustee's duties and compensation (which compensation shall be negotiated by the Litigation Trustee, the Debtors, the Plan Sponsor and the Creditors' Committee), shall be set forth in the Litigation Trust Agreement. The Litigation Trustee shall be entitled to reasonable compensation in an amount consistent with that of similar functionaries in similar types of bankruptcy cases.

(e) ***Indemnification of the Litigation Trust Indemnified Persons.*** The Litigation Trust Indemnified Persons shall be held harmless by the Litigation Trust and shall not be liable for actions taken or omitted in their capacity as, or on behalf of, the Litigation Trustee, except those acts that are determined by Final Order to have arisen out of their own intentional fraud, willful misconduct, or gross negligence, and each shall be entitled to be indemnified, held harmless, and entitled to advancement (and indemnification for the same amounts if the Litigation Trust Indemnified Persons do not seek or receive advancement) by or from, as applicable, the Litigation Trust for fees and expenses including, without limitation, reasonable attorney's fees, which such Persons and Entities may incur or may become subject to or in connection with any action, suit, proceeding or investigation that is brought or threatened against such Persons in respect of that Person's or the Litigation Trustee's actions or inactions regarding the implementation or administration of this Plan or the Litigation Trust Agreement, or the discharge of their duties hereunder or the Litigation Trust Agreement, except for any actions or inactions that are determined by Final Order to have arisen from intentional fraud, willful misconduct or gross negligence. Any Claim of the Litigation Trust Indemnified Persons to be indemnified, held harmless, advanced, or reimbursed shall be satisfied from the Litigation Trust or any applicable insurance coverage obtained by the Litigation Trust.

(f) ***Cooperation of Reorganized Debtors.*** Subject to subsection (g) of this Section 5.20, the Debtors or Reorganized Debtors, as applicable, upon reasonable notice, shall provide reasonable cooperation with the Litigation Trustee in the administration of the Litigation Trust, including providing reasonable access to pertinent documents, including books and records, to the extent the Debtors or Reorganized Debtors have such information and/or documents, to the Litigation Trustee sufficient to enable the Litigation Trustee to perform its duties hereunder. All reasonable out-of-pocket costs and expenses incurred, upon prior written request of the Litigation Trustee, by the Debtors or the Reorganized Debtors in connection with actions taken under this subsection (f) shall be at the expense of the Litigation Trust.

(g) ***Preservation of Privilege.*** The Debtors and the Litigation Trust shall enter into a common interest agreement whereby the Debtors will be able to disclose to the Litigation Trust, on a strictly confidential basis, documents, information or communications (whether written or oral) relating to the Litigation Trust Assets that are covered by attorney-client privilege, work product privilege, or other privileges or immunity. Pursuant to the common interest disclosure agreement, the Debtors and the Litigation Trust will agree that, in the case of disclosures made pursuant to the agreement: (i) the documents, information or communications are privileged; (ii) the disclosure is made to the Litigation Trust solely for the specific purpose of enabling the Litigation Trustee to carry out its duties under the Litigation Trust Agreement; and (iii) the Debtors do not intend, by the disclosure, to waive any privileges or immunities as against any other person or entity. Further, the Litigation Trust shall agree: (i) to keep the documents, information and communications (and their contents) strictly confidential, not disclose them to any other party, and preserve and protect all applicable privileges attaching to them; (ii) to return to the Debtors on reasonable demand any documents, information or communications or copies of them (or records of their contents); and (iii) to inform the Debtors immediately if it receives any voluntary or compulsory request for production to a third party of the documents, information or communications (or their contents) to enable the Debtors to assert their privilege. The Litigation Trustee's receipt of such documents, information or communications shall constitute a limited waiver in favor of the Litigation Trustee only, and shall not constitute a waiver of any privilege as against any other party. On the Effective Date, the Reorganized Debtors shall automatically succeed the Debtors as party to such common interest agreement. All privileges shall remain in the control of the Debtors or the Reorganized Debtors, as applicable, and the Debtors or the Reorganized Debtors retain the right to waive their own privileges.

(h) ***Transferability.*** Litigation Trust Interests shall not be certificated and shall be non-transferable other than if transferred by will, intestate succession, or otherwise by operation of law, or as and to the extent determined by the Litigation Trustee.

(i) ***U.S. Federal Income Tax Treatment of the Litigation Trust.*** The Litigation Trust shall be structured to qualify as a "liquidating trust" within the meaning of Treas. Reg. § 301.7701-4(d) and in compliance with Rev. Proc. 94-45, 1994-2 C.B. 684, and, thus, as a "grantor trust" within the meaning of Sections 671 through 679 of the Tax Code to the holders of Other Unsecured Claims, consistent with the terms of the Plan. All assets held by the Litigation Trust on the Effective Date shall be deemed for U.S. federal income tax purposes (i) to have been distributed (subject to any obligations relating to such assets) by the Debtors to the Litigation Trust Beneficiaries (other than the assets allocable to any disputed ownership fund) in

partial satisfaction of such Litigation Trust Beneficiaries' Claims and (ii) immediately thereafter contributed by such Litigation Trust Beneficiaries to the Litigation Trust in exchange for their respective Litigation Trust Interests. The Litigation Trust Beneficiaries will be treated as the deemed owners of the Litigation Trust (other than the assets allocable to any disputed ownership fund). The sole purpose of the Litigation Trust shall be the liquidation and distribution of the Litigation Trust Assets in accordance with Treas. Reg. § 301.7701-4(d), with no objective to continue or engage in the conduct of a trade or business. All parties (including the Debtors and the Estates, holders of Other Unsecured Claims and the Litigation Trustee) shall report consistently with such treatment. All parties shall report consistently with the valuation of the Litigation Trust Assets transferred to the Litigation Trust as determined by the Litigation Trustee (or its designee). The Litigation Trustee shall be responsible for filing U.S. federal tax returns for the Litigation Trust as a grantor trust pursuant to Treas. Reg. § 1.671-4(a). The Litigation Trustee shall annually send to each holder of an interest in the Litigation Trust a separate statement regarding the receipts and expenditures of the trust as relevant for U.S. federal income tax purposes. Subject to definitive guidance from the IRS or a court of competent jurisdiction to the contrary (including the receipt by the Litigation Trustee of a private letter ruling if the Litigation Trustee so requests one, or the receipt of an adverse determination by the IRS upon audit if not contested by the Litigation Trustee), the Litigation Trustee may timely elect to (x) treat any portion of the Litigation Trust allocable to Disputed Claims as a "disputed ownership fund" governed by Treasury Regulation section 1.468B-9 (and make any appropriate elections) and (y) to the extent permitted by applicable law, report consistently with the foregoing for state and local income tax purposes. All parties (including the Debtors and the Estates, holders of Other Unsecured Claims and the Litigation Trustee) shall report for U.S. federal, state, and local income tax purposes consistently with the foregoing.

(j) ***Withholding.*** The Litigation Trustee may withhold and pay to the appropriate taxing authority all amounts required to be withheld pursuant to the Tax Code or any provision of any foreign, state or local tax law with respect to any payment or distribution to the Litigation Trust Beneficiaries. All such amounts withheld and paid to the appropriate taxing authority shall be treated as amounts distributed to such Litigation Trust Beneficiaries for all purposes of the Litigation Trust Agreement. The Litigation Trustee shall be authorized to collect such tax information from the Litigation Trust Beneficiaries (including, without limitation, social security numbers or other tax identification numbers) as it, in its sole discretion, deems necessary to effectuate the Plan, the Confirmation Order and the Litigation Trust Agreement. In order to receive distributions under the Plan, all Litigation Trust Beneficiaries will need to identify themselves to the Litigation Trustee and provide tax information and the specifics of their holdings, to the extent the Litigation Trustee deems appropriate. This identification requirement may, in certain cases, extend to holders who hold their securities in street name. The Litigation Trustee may refuse to make a distribution to any Litigation Trust Beneficiary that fails to furnish such information in a timely fashion, until such information is delivered; *provided, however*, that, upon the delivery of such information by a Litigation Trust Beneficiary, the Litigation Trustee shall make such distribution to which the Litigation Trust Beneficiary is entitled, without interest; and, *provided, further*, that, if the Litigation Trustee fails to withhold in respect of amounts received or distributable with respect to any such holder and the Litigation Trustee is later held liable for the amount of such withholding, such holder shall reimburse the Litigation Trustee for such liability.

(k) ***Litigation Trust Assets.*** The Litigation Trustee shall have the exclusive right on behalf of the Litigation Trust, to institute, file, prosecute, enforce, settle, compromise, release, abandon, or withdraw any and all Litigation Trust Causes of Action without any further order of the Bankruptcy Court, except as otherwise provided herein or in the Litigation Trust Agreement. From and after the Effective Date, the Litigation Trustee, in accordance with section 1123(b)(3) of the Bankruptcy Code, and on behalf of the Litigation Trust, shall serve as a representative of the Estates, solely for purposes of carrying out the Litigation Trustee's duties under the Litigation Trust Agreement. In connection with the investigation, prosecution and/or compromise of the Litigation Trust Causes of Action, the Litigation Trustee may expend such portion of the Litigation Trust Assets as the Litigation Trustee deems necessary. The Litigation Trustee may invest Cash (including any earnings thereon or proceeds therefrom) in any manner permitted to be made by a liquidating trust within the meaning of Treasury Regulation section 301.7701-4(d), as reflected therein, or under applicable IRS guidelines, rulings, or other controlling authorities.

(l) ***Litigation Trust Fees and Expenses.*** From and after the Effective Date, the Litigation Trustee, on behalf of the Litigation Trust, shall, in the ordinary course of business and without the necessity of any approval by the Bankruptcy Court, pay the reasonable professional fees and expenses incurred by the Litigation Trust and any Litigation Trustee Representatives retained by the Litigation Trust from the Litigation Trust Assets, except as otherwise provided in the Litigation Trust Agreement.

(m) ***Distribution of Unrestricted Cash.*** The Litigation Trustee shall distribute to the Litigation Trust Beneficiaries on account of their interests in the Litigation Trust, at least annually, all net proceeds from the monetization of assets, except that the Litigation Trust may retain an amount of net proceeds reasonably necessary to maintain the value of the Litigation Trust Assets or to meet claims and contingent liabilities.

(n) ***Single Satisfaction of Allowed Other Unsecured Claims.*** Notwithstanding anything to the contrary herein, in no event shall holders of Allowed Other Unsecured Claims, as applicable, recover more than the full amount of their Allowed Other Unsecured Claims from the Litigation Trust Distributable Proceeds, if any.

(o) ***Dissolution of the Litigation Trust.*** The Litigation Trustee and the Litigation Trust shall be discharged or dissolved, as the case may be, at such time as (a) the Litigation Trustee determines that the pursuit of additional Litigation Trust Causes of Action is not likely to yield sufficient additional proceeds to justify further pursuit of such claims and (b) all distributions of Litigation Trust Distributable Proceeds, if any, required to be made by the Litigation Trustee under the Plan have been made, but in any event the Litigation Trust shall be dissolved no later than five years after the Effective Date unless the Bankruptcy Court, upon motion made within the six-month period before such fifth anniversary (and, in the event of further extension, at least six months before the end of the preceding extension), determines that a fixed period extension (not to exceed three years, together with any prior extensions, without a favorable letter ruling from the IRS that any further extension would not adversely affect the status of the Litigation Trust as a liquidating trust for federal income tax purposes) is necessary to facilitate or complete the recovery on, and liquidation of, the Litigation Trust Assets. Upon dissolution of the Litigation Trust, any remaining Litigation Trust Assets shall be distributed to

all Litigation Trust Beneficiaries in accordance with the Plan and the Litigation Trust Agreement as appropriate.

ARTICLE VI. DISTRIBUTIONS.

6.1 *Distributions Generally.*

The Disbursing Agent shall make all Plan Distributions to the appropriate holders of Allowed Claims and Allowed Interests in accordance with the terms of this Plan; *provided*, that the Debtors or Reorganized Debtors, as applicable, shall disburse New Equity Interests to the Plan Sponsor; *provided, further*, that notwithstanding anything herein to the contrary, distributions to the Litigation Trust Beneficiaries shall be made by the Litigation Trustee as and when provided for in the Litigation Trust Agreement.

6.2 *No Postpetition Interest on Claims.*

Except as otherwise specifically provided for in this Plan, the Confirmation Order, or another order of the Bankruptcy Court or required by the Bankruptcy Code, and notwithstanding any documents to the contrary that govern the Debtors' prepetition indebtedness, postpetition and/or default interest shall not accrue or be paid on any Claims, and no holder of a Claim shall be entitled to (a) interest accruing on such Claim on or after the Petition Date, or (b) interest at the contractual default rate, as applicable.

6.3 *Date of Distributions.*

Unless otherwise provided in the Plan or Litigation Trust Agreement, on the Effective Date or as soon as reasonably practicable thereafter (or, if a Claim is not an Allowed Claim on the Effective Date, on the date that such Claim becomes Allowed or as soon as reasonably practicable thereafter), each holder of an Allowed Claim shall receive the full amount of the distributions that the Plan provides for such Allowed Claims in their applicable Class. In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day but shall be deemed to have been completed as of the required date. If and to the extent that there are Disputed Claims, distributions on account of any such Disputed Claims shall be made pursuant to the provisions set forth in Article VII of the Plan. Except as otherwise provided in the Plan or the documents included in the Plan Supplement, holders of Claims shall not be entitled to interest, dividends, or accruals on any Plan Distributions.

6.4 *Distribution Record Date.*

As of the close of business on the Distribution Record Date, the various lists of holders of Claims in each Class, as maintained by the Debtors or their agents, shall be deemed closed, and there shall be no further changes in the record holders of any Claims after the Distribution Record Date. Neither the Debtors, Reorganized Debtors, the Australian Administrator(s), the Australian Deed Administrator(s), nor the Disbursing Agent shall have any obligation to recognize any transfer of a Claim occurring after the close of business on the Distribution Record Date. In addition, with respect to payment of any Cure Amounts or disputes

over any Cure Amounts, none of the Debtors, the Reorganized Debtors, the Australian Administrator(s), the Australian Deed Administrator(s), or the Disbursing Agent shall have any obligation to recognize or deal with any party other than the non-Debtor party to the applicable executory contract or unexpired lease, even if such non-Debtor party has sold, assigned, or otherwise transferred its Claim for a Cure Amount.

6.5 *Disbursing Agent.*

All distributions under this Plan shall be made by the Disbursing Agent on and after the Effective Date as provided herein except distributions to the Litigation Trust Beneficiaries shall be made by the Litigation Trustee as and when provided for in the Litigation Trust Agreement. The Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties. The Reorganized Debtors shall use all commercially reasonable efforts to provide the Disbursing Agent with the amounts of Claims and the identities and addresses of holders of Claims, in each case, as set forth in the Debtors' or the Reorganized Debtors' books and records. The Reorganized Debtors shall cooperate in good faith with the applicable Disbursing Agent (if other than the Reorganized Debtors) to comply with the reporting and withholding requirements outlined in Section 6.17 of this Plan.

6.6 *Delivery of Distributions.*

The Disbursing Agent will issue or cause to be issued, the applicable consideration under this Plan and, subject to Bankruptcy Rule 9010, will make all distributions to any holder of an Allowed Claim as and when required by this Plan (except distributions to the Litigation Trust beneficiaries shall be made by the Litigation Trustee as and when provided for in the Litigation Trust Agreement) at: (i) the address of such holder on the books and records of the Debtors or their agents or (ii) the address in any written notice of address change delivered to the Debtors or the Disbursing Agent, including any addresses included on any transfers of Claim filed pursuant to Bankruptcy Rule 3001. In the event that any distribution to any holder is returned as undeliverable, no distribution or payment to such holder shall be made unless and until the Disbursing Agent has been notified of the then-current address of such holder, at which time or as soon thereafter as reasonably practicable such distribution shall be made to such holder without interest.

6.7 *Unclaimed Property.*

One year from the later of: (i) the Effective Date and (ii) the date that is ten (10) Business Days from the date of distribution, all distributions payable on account of such Claim that are not deliverable and remain unclaimed shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code and shall revert to the Reorganized Debtors automatically and without need for a further order by the Bankruptcy Court (notwithstanding any applicable federal, provincial, or state escheat, abandoned, or unclaimed property laws to the contrary) or their successors or assigns, and all claims of any other Entity (including the holder of a Claim in the same Class) to such distribution shall be discharged and forever barred. The Reorganized Debtors and the Disbursing Agent shall have no obligation to attempt to locate any holder of an Allowed Claim other than by reviewing the Debtors' books and records, the register of the DIP Agent or the Syndicated Facility Agent, as applicable, or filings with the Bankruptcy Court.

6.8 *Satisfaction of Claims.*

Unless otherwise provided herein, any distributions and deliveries to be made on account of Allowed Claims under this Plan shall be in complete and final satisfaction, settlement, and discharge of and exchange for such Allowed Claims.

6.9 *Manner of Payment Under Plan.*

Except as specifically provided herein, at the option of the Debtors, the Reorganized Debtors, the Australian Administrator(s) or the Australian Deed Administrator(s), as applicable, any Cash payment to be made under this Plan may be made by a check or wire transfer or as otherwise required or provided in applicable agreements or customary practices of the Debtors consistent with commonly accepted business practices.

6.10 *Fractional Shares and De Minimis Cash Distributions.*

No fractional New Equity Interests shall be distributed. When any distribution would otherwise result in the issuance of a number of New Equity Interests that is not a whole number, the New Equity Interests subject to such distribution shall be rounded to the next higher or lower whole number as follows: (i) fractions equal to or greater than 1/2 shall be rounded to the next higher whole number and (ii) fractions less than 1/2 shall be rounded to the next lower whole number. The total number of New Equity Interests to be distributed on account of the Direct Investment or otherwise in accordance with the Plan Sponsor Agreement will be adjusted as necessary to account for the rounding provided for herein. No consideration will be provided in lieu of fractional shares that are rounded down. Neither the Reorganized Debtors, Australian Administrator, nor the Disbursing Agent shall have any obligation to make a distribution that is less than one (1) share of New Equity Interests or one hundred dollars (\$100.00) in Cash. Fractional New Equity Interests that are not distributed in accordance with this section shall be returned to, and ownership thereof shall vest in New Speedcast Parent.

6.11 *No Distribution in Excess of Amount of Allowed Claim.*

Notwithstanding anything to the contrary in this Plan, no holder of an Allowed Claim shall receive, on account of such Allowed Claim, Plan Distributions in excess of the Allowed amount of such Claim plus any postpetition interest on such Claim, to the extent such interest is permitted by Section 6.2.

6.12 *Allocation of Distributions Between Principal and Interest.*

Except as otherwise provided in this Plan and subject to Section 6.2 of this Plan, to the extent that any Allowed Claim entitled to a distribution under this Plan is comprised of indebtedness and accrued but unpaid interest thereon, such distribution shall be allocated first to the principal amount of the Claim (as determined for U.S. federal income tax purposes) and then, to the extent of any excess, to the remainder of the Claim, including any Claim for accrued but unpaid interests.

6.13 *Exemption from Securities Laws.*

The issuance of the New Equity Interests pursuant to the Direct Investment are being made in reliance on the exemption from registration set forth in section 4(a)(2) of the Securities Act and/or Regulation D thereunder. Such Securities will be considered “restricted securities” and may not be offered for sale, sold, or otherwise transferred except pursuant to an effective registration statement under the Securities Act or in a transaction exempt from or not subject to registration under the Securities Act, such as under certain conditions, the resale provisions of Rule 144 of the Securities Act and in accordance with any applicable state securities laws.

6.14 *Setoffs and Recoupments.*

Each Debtor or Reorganized Debtor, as applicable, or such Entity’s designee, as instructed by such Reorganized Debtor, may, pursuant to section 553 of the Bankruptcy Code or applicable nonbankruptcy law, offset or recoup against any Allowed Claim and the distributions to be made pursuant to this Plan on account of such Allowed Claim any and all Claims, rights, and Causes of Action that such Debtor or Reorganized Debtor or its successors may hold against the holder of such Allowed Claim; *provided*, that neither the failure to effect a setoff or recoupment nor the allowance of any Claim hereunder will constitute a waiver or release by a Debtor or Reorganized Debtor or its successor of any Claims, rights, or Causes of Action that a Reorganized Debtor or its successor or assign may possess against such holder.

6.15 *Release of Retained Funds*

Any Cash remaining in the Fee Claim Escrow Account, after all applicable distributions or other payments have been made from such Fee Claim Escrow Account shall be released therefrom by the Disbursing Agent and revert to the Reorganized Debtors or their successors or assigns at such dates as may be determined by the Disbursing Agent, but in no event later than the date that is sixty (60) days after all applicable distributions or other payments have been made from such account.

6.16 *Rights and Powers of Disbursing Agent.*

(a) Powers of Disbursing Agent. The Disbursing Agent shall be empowered to: (i) effect all reasonable actions and execute all agreements, instruments, and other documents necessary to perform its duties under this Plan; (ii) make all applicable distributions or payments provided for under this Plan; (iii) employ professionals to represent it with respect to its responsibilities; and (iv) exercise such other powers (A) as may be vested in the Disbursing Agent by order of the Bankruptcy Court (including any order issued after the Effective Date) or pursuant to this Plan or (B) as deemed by the Disbursing Agent to be necessary and proper to implement the provisions of this Plan.

(b) Expenses Incurred on or After the Effective Date. To the extent the Disbursing Agent is an Entity other than a Debtor or Reorganized Debtor, except as otherwise ordered by the Bankruptcy Court and subject to the written agreement of the Reorganized Debtors, the amount of any reasonable fees and reasonable and documented out-of-pocket

expenses incurred by the Disbursing Agent on or after the Effective Date (including taxes and including for reasonable and documented attorneys' and other professional fees and out-of-pocket expenses) made by the Disbursing Agent shall be paid in Cash by the Reorganized Debtors.

6.17 *Withholding and Reporting Requirements.*

(a) The Reorganized Debtors and the Disbursing Agent shall comply with all applicable withholding and reporting requirements imposed by any federal, state, local, or foreign taxing authority, and all distributions under this Plan shall be subject to any such withholding or reporting requirements. In the case of a non-Cash distribution that is subject to withholding, the distributing party may withhold an appropriate portion of such distributed property and sell such withheld property to generate Cash necessary to pay over the withholding tax. Any amounts withheld pursuant to the preceding sentence shall be deemed to have been distributed to and received by the applicable recipient for all purposes of this Plan. The Reorganized Debtors and the Disbursing Agent shall reasonably cooperate with the relevant recipients of any distributions under this Plan to minimize any withholding to the extent permitted by applicable law.

(b) Notwithstanding the above, each holder of an Allowed Claim that is to receive a distribution under this Plan shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed on such holder by any Governmental Unit, including income, withholding, and other tax obligations, on account of such distribution.

(c) The Reorganized Debtors and the Disbursing Agent may require, as a condition to receipt of a distribution, that the holder of an Allowed Claim provide any information reasonably necessary to allow the distributing party to comply with any such withholding and reporting requirements imposed by any federal, state, local, or foreign taxing authority (including, for the avoidance of doubt, an IRS Form W-9 or (if the holder is a non-U.S. Person) an appropriate IRS Form W-8 (unless such Person is exempt from information reporting requirements under the Tax Code) and so notifies the Reorganized Debtors and the Disbursing Agent).

6.18 *Hart-Scott-Rodino Antitrust Improvements Act*

Any New Equity Interests to be distributed under the Plan to Entity required as a result of such distribution to file a premerger notification and report form under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, to the extent applicable, shall not be distributed until the notification and waiting periods applicable under such Act to such Entity have expired or been terminated.

ARTICLE VII. PROCEDURES FOR RESOLVING CLAIMS.

7.1 *Disputed Claims Generally.*

Except insofar as a Claim is Allowed under the Plan or was Allowed prior to the Effective Date, the Debtors or the Reorganized Debtors, as applicable, shall have and retain any and all rights and defenses such Debtor has with respect to any Disputed Claim, including the

Causes of Action retained pursuant to Section 10.11. Any objections to Claims shall be served and filed on or before: (a) the one hundred twentieth (120th) day following the later of (i) the Effective Date and (ii) the date that a proof of Claim is filed or amended or a Claim is otherwise asserted or amended in writing by or on behalf of a holder of such Claim; or (b) such later date as may be fixed by the Bankruptcy Court. All Disputed Claims not objected to by the end of such one hundred twenty (120) day period shall be deemed Allowed unless such period is extended upon approval of the Bankruptcy Court.

7.2 Resolution of Disputed Claims

(a) On and after the Effective Date, the Reorganized Debtors shall have the duty and authority, and, solely with respect to Other Unsecured Claims, in consultation with the Litigation Trustee, to (i) litigate, compromise, settle, otherwise resolve, or withdraw any objections to all Claims against the Debtors and to compromise and settle any such Disputed Claims without any further notice to or action, order, or approval by the Bankruptcy Court or any other party and (ii) administer and adjust the Claims Register to reflect any such settlements or compromises without any further action, order, notice to, or approval by the Bankruptcy Court or any other party.

(b) Expungement of, or Adjustment to, Paid, Satisfied, or Superseded Claims. Any Claim that has been paid, satisfied, or superseded, or any Claim that has been amended or superseded, may be adjusted or expunged on the Claims Register by the Reorganized Debtors, and, solely with respect to Other Unsecured Claims, in consultation with the Litigation Trustee, without a claims objection having to be filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

(c) Notwithstanding anything herein to the contrary, the Creditors' Committee or Litigation Trustee, as applicable, shall have the right to prosecute or otherwise adjudicate or settle particular objections to Other Unsecured Claims in the event that the Reorganized Debtors and the Litigation Trustee disagree with respect to the treatment of any particular Other Unsecured Claim and the Litigation Trustee shall have standing to seek court intervention to enforce this provision or otherwise resolve any dispute between the Reorganized Debtors and the Litigation Trustee with respect to allowance of Other Unsecured Claims.

(d) Disallowance of Claims. EXCEPT AS OTHERWISE AGREED, ANY AND ALL PROOFS OF CLAIM FILED AFTER THE APPLICABLE DEADLINE FOR FILING SUCH PROOFS OF CLAIM SHALL BE DEEMED DISALLOWED AND EXPUNGED AS OF THE EFFECTIVE DATE WITHOUT ANY FURTHER NOTICE TO OR ACTION, ORDER, OR APPROVAL OF THE BANKRUPTCY COURT, AND HOLDERS OF SUCH CLAIMS MAY NOT RECEIVE ANY DISTRIBUTIONS ON ACCOUNT OF SUCH CLAIMS, UNLESS SUCH LATE PROOF OF CLAIM IS DEEMED TIMELY FILED BY A FINAL ORDER ON OR BEFORE THE LATER OF THE CONFIRMATION HEARING AND THE DATE THAT IS FORTY-FIVE (45) DAYS AFTER THE APPLICABLE DEADLINE FOR FILING SUCH PROOFS OF CLAIM.

7.3 *Estimation of Claims.*

The Debtors or the Reorganized Debtors, as applicable, may at any time request that the Bankruptcy Court estimate any contingent, unliquidated, or Disputed Claim pursuant to section 502(c) of the Bankruptcy Code, regardless of whether the Debtors had previously objected to or otherwise disputed such Claim or whether the Bankruptcy Court has ruled on any such objection. The Bankruptcy Court shall retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including during the pendency of any appeal relating to any such objection. In the event that the Bankruptcy Court estimates any contingent, unliquidated, or Disputed Claim, the amount so estimated shall constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on the amount of such Claim, the Reorganized Debtors may pursue supplementary proceedings to object to the allowance of such Claim.

7.4 *Claims Resolution Procedures Cumulative.*

All of the objection, estimation, and resolution procedures in this Plan are intended to be cumulative and not exclusive of one another. Claims may be estimated and subsequently settled, compromised, withdrawn, or resolved in accordance with this Plan by any mechanism approved by the Bankruptcy Court.

7.5 *No Distributions Pending Allowance.*

No payment or distribution provided under this Plan shall be made on account of a Disputed Claim unless and until (and only to the extent that) such Claim becomes an Allowed Claim.

7.6 *Distributions After Allowance.*

To the extent that a Disputed Claim ultimately becomes an Allowed Claim, distributions (if any) shall be made to the holder of such Allowed Claim in accordance with the provisions of this Plan. As soon as practicable after the date on which the order or judgment of the Bankruptcy Court allowing any Disputed Claim becomes a Final Order, the Disbursing Agent shall provide to the holder of such Claim the distribution (if any) to which such holder is entitled under this Plan as of the Effective Date, without any interest to be paid on account of such Claim unless required by the Bankruptcy Code.

ARTICLE VIII. EXECUTORY CONTRACTS AND UNEXPIRED LEASES.**8.1 *Assumption and Rejection of Executory Contracts and Unexpired Leases.***

(a) As of and subject to the occurrence of the Effective Date, and except as expressly set forth in section 8.4 and 8.5 herein, all executory contracts and unexpired leases to which the Debtors are party shall (subject, in the cases of clauses (ii) and (iii), to the consent of the Plan Sponsor, whose consent will not to be unreasonably withheld) be deemed rejected except for an executory contract or unexpired lease that (i) has been assumed or rejected pursuant to a Final Order prior to entry of the Confirmation Order and in respect to which a

motion for such assumption or rejection has been filed prior to the initial filing of this Plan, (ii) is specifically designated on the Schedule of Assumed Contracts and Leases, or (iii) is the subject of a separate (A) assumption motion filed by the Debtors or (B) rejection motion filed by the Debtors under section 365 of the Bankruptcy Code before the Confirmation Date. The Debtors reserve the right to modify the treatment of any particular executory contract or unexpired lease pursuant to this Plan (subject to the consent rights in this clause (a)). Except as expressly set forth in sections 8.1(d), 8.3, 8.4 and 8.5, the Confirmation Order shall constitute the Bankruptcy Court's approval of the rejection of all the leases and contracts not identified in the Schedule of Assumed Contracts and Leases (subject to the consent rights described in this clause (a)).

(b) Subject to the occurrence of the Effective Date, the payment of any applicable Cure Amount, and the resolution of any Cure Dispute, the entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of the rejections, assumptions, and assignments provided for in this Plan pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Unless otherwise indicated or provided in a separate order of the Bankruptcy Court, rejections, assumptions, or assumptions and assignments of executory contracts and unexpired leases pursuant to this Plan are effective as of the Effective Date. Each executory contract and unexpired lease assumed pursuant to this Plan or by order of the Bankruptcy Court but not assigned to a third party before the Effective Date shall vest in and be fully enforceable by the applicable Reorganized Debtor in accordance with its terms, except as modified by the provisions of this Plan, any order of the Bankruptcy Court authorizing and providing for its assumption, or applicable law.

(c) Unless otherwise provided herein or by separate order of the Bankruptcy Court, each executory contract and unexpired lease that is assumed or assumed and assigned shall include any and all modifications, amendments, supplements, restatements, or other agreements made directly or indirectly by any agreement, instrument, or other document that in any manner affects such executory contract or unexpired lease, without regard to whether such agreement, instrument, or other document is listed in the Schedule of Assumed Contracts and Leases.

(d) Notwithstanding anything to the contrary herein, all intercompany agreements are deemed to be, and shall be treated as, executory contracts under this Plan and, on the Effective Date, shall be assumed pursuant to sections 365 and 1123 of the Bankruptcy Code effective as of the Effective Date regardless of whether such contracts are listed on the Schedule of Assumed Contracts and Leases.

8.2 *Determination of Cure Disputes and Deemed Consent.*

(a) With respect to each executory contract or unexpired lease to be assumed or assumed and assigned by the Debtors, unless otherwise determined by the Bankruptcy Court pursuant to a Final Order or agreed to by the parties thereto, the dollar amount required to Cure any defaults of the Debtors existing as of the Confirmation Date shall be the Cure Amount set in the Cure Notice. The Cure Amount shall be satisfied, under section 365(b)(1) of the Bankruptcy Code, by the Debtors or Reorganized Debtors, as applicable, upon assumption of the relevant executory contract or unexpired lease. In advance of the Confirmation Hearing, the Debtors shall have served a notice on parties to executory contracts and unexpired leases to be assumed

reflecting the Debtors' intent to assume the contract or lease in connection with this Plan and setting forth the proposed Cure Amount (if any). Unless a different agreement has been reached with the counterparty, upon payment in full of the Cure Amount, any and all proofs of Claim based upon an executory contract or unexpired lease that has been assumed in the Chapter 11 Cases or hereunder shall be deemed Disallowed and expunged without any further notice to or action by any party or order of the Bankruptcy Court.

(b) If there is a dispute regarding (i) any Cure Amount, (ii) the ability of the Debtors to provide adequate assurance of future performance (within the meaning of section 365 of the Bankruptcy Code) under the contract or lease to be assumed, or (iii) any other matter pertaining to assumption or assumption and assignment, such dispute shall be heard by the Bankruptcy Court prior to such assumption or assumption and assignment being effective. Any counterparty to an executory contract or unexpired lease that fails to object timely to the notice of the proposed assumption or assumption and assignment of such executory contract or unexpired lease or the relevant Cure Amount by the deadline to object to confirmation of this Plan, shall be deemed to have consented to such assumption or assumption and assignment and the Cure Amount (even if Zero Dollars (\$0)), and shall be forever barred, estopped, and enjoined from challenging the validity of such assumption or assumption and assignment or the amount of such Cure Amount thereafter.

8.3 *Survival of the Debtors' Indemnification and Reimbursement Obligations.*

(a) Notwithstanding anything in the Plan (including Section 10.3 of the Plan), any indemnification of the Debtors' officers, directors, members, agents, or employees (other than Non-Released Parties) who serve in such capacity provided for in the Debtors' bylaws, certificates of incorporation, other formation documents or board resolutions with respect to all present and future actions, suits, and proceedings against the Debtors or such officers, directors, members, managers, agents, or employees based upon any act or omission for or on behalf of the Debtors shall (i) remain in full force and effect, (ii) not be discharged, impaired, or otherwise affected in any way, including by the Plan, the Plan Supplement, or the Confirmation Order, (iii) not be limited, reduced or terminated after the Effective Date, and (iv) survive unimpaired and unaffected irrespective of whether such obligation is owed for an act or event occurring before, on or after the Petition Date, *provided*, that the Reorganized Debtors shall not indemnify officers, directors, members, or managers, as applicable, of the Debtors for any claims or Causes of Action (i) arising out of or relating to any act or omission that constitutes intentional fraud, gross negligence, or willful misconduct or (ii) that are not indemnified by such indemnification obligation; *provided*, further, that the obligations in this section shall not apply to any Non-Released Party and any obligations to indemnify a Non-Released Party shall be terminated upon the occurrence of the Effective Date. All such obligations shall be deemed and treated as executory contracts to be assumed by the Debtors under the Plan and shall continue as obligations of the Reorganized Debtors regardless of whether such obligations are included on the Schedule of Assumed Contracts and Leases. Any claim based on the Debtors' obligations under the Plan shall not be a Disputed Claim or subject to any objection, in either case, by reason of section 502(e)(1)(B) of the Bankruptcy Code.

(b) After the Effective Date, the Reorganized Debtors shall not terminate or otherwise reduce the coverage under any directors' and officers' insurance policies (including

any “tail policy”) in effect as of the Confirmation Date, and all members, managers, directors, and officers of the Debtors who served in such capacity at any time prior to the Effective Date shall be entitled to the full benefits of any such policy for the full term of such policy regardless of whether such members, managers, directors, and/or officers remain in such positions after the Effective Date.

8.4 Compensation and Benefit Plans.

Unless otherwise provided in this Plan and except as applicable to any Non-Released Party, all employment policies, and all compensation and benefits plans, policies, and programs of the Debtors applicable to their respective employees, retirees, and non-employee directors, including all savings plans, retirement plans, healthcare plans, disability plans, severance benefit plans, incentive plans, and life and accidental death and dismemberment insurance plans, are deemed to be, and shall be treated as, executory contracts under this Plan and, on the Effective Date, shall be assumed pursuant to sections 365 and 1123 of the Bankruptcy Code regardless of whether such obligations are identified on the Schedule of Assumed Contracts and Leases. For the avoidance of doubt, any awards granted under the Management Incentive Plan shall be governed by such plan and shall not be subject to any provisions of the foregoing assumed plans, programs, or arrangements.

8.5 Insurance Policies.

All insurance policies to which any Debtor is a party as of the Effective Date shall be deemed to be and treated as executory contracts, shall be assumed or assumed and assigned by the applicable Debtor regardless of whether such obligations are identified on the Schedule of Assumed Contracts and Leases, and shall vest in the Reorganized Debtors and continue in full force and effect thereafter in accordance with their respective terms.

8.6 Rejection Damages Claims.

In the event that the rejection of an executory contract or unexpired lease hereunder results in damages to the other party or parties to such executory contract or unexpired lease, any Claim for such damages shall be classified and treated in Class 4A (Unsecured Trade Claims) or Class 4B (Other Unsecured Claims), as applicable and as determined by the Debtors or Reorganized Debtors, as applicable. Such Claim shall be forever barred and shall not be enforceable against the Debtors or the Reorganized Debtors, as applicable, or their respective Estates, properties or interests in property as agents, successors, or assigns, unless a proof of Claim is filed with the Bankruptcy Court and served upon counsel for the Debtors or the Reorganized Debtors, as applicable, no later than forty-five (45) days after the filing and service of the notice of the occurrence of the Effective Date.

8.7 Reservation of Rights.

(a) Neither the exclusion nor the inclusion by the Debtors of any contract or lease on any exhibit, schedule, or other annex to this Plan or in the Plan Supplement, nor anything contained in this Plan, shall constitute an admission by the Debtors that any such

contract or lease is or is not an executory contract or unexpired lease or that the Debtors or the Reorganized Debtors or their respective affiliates has any liability thereunder.

(b) Except as otherwise provided in this Plan, or in a previously entered order of the Bankruptcy Court, nothing shall waive, excuse, limit, diminish, or otherwise alter any of the defenses, claims, Causes of Action, or other rights of the Debtors or the Reorganized Debtors under any executory or non-executory contract or unexpired or expired lease.

(c) Nothing in this Plan shall increase, augment, or add to any of the duties, obligations, responsibilities, or liabilities of the Debtors or the Reorganized Debtors, as applicable, under any executory or non-executory contract or unexpired or expired lease.

(d) For the avoidance of doubt, nothing in this Plan shall or shall be deemed to constitute a waiver of any rights, claims and/or remedies of any Prepetition Lender against another Prepetition Lender(s) or the Syndicated Facility Agent under the Syndicated Facility Agreement, including, the New Incremental Term Loans (as defined in the Incremental Assumption and Amendment Agreement, dated as of October 16, 2018), the other SFA Loan Documents or any related instrument, agreement or document.

(e) If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of its assumption under this Plan, the Debtors or Reorganized Debtors, as applicable, shall have sixty (60) days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease.

ARTICLE IX. CONDITIONS PRECEDENT TO THE OCCURRENCE OF THE EFFECTIVE DATE.

9.1 *Conditions Precedent to the Effective Date.*

The Effective Date shall not occur unless all of the following conditions precedent have been satisfied or waived in accordance with Section 9.3 of this Plan:

(a) the Bankruptcy Court shall have entered the Confirmation Order and such order shall have become a Final Order;

(b) the DIP Orders shall remain in full force and effect and no event of default under the DIP Documents shall have occurred or be continuing and an acceleration of the obligations or termination of the DIP Lenders' commitments under the DIP Documents shall not have occurred;

(c) the Plan Supplement and all of the schedules, documents, and exhibits contained therein, and all other schedules, documents, supplements and exhibits to the Plan, shall have been filed with the Bankruptcy Court and shall be acceptable to the relevant persons in accordance with the applicable consent and approval rights provided herein or in the Plan Sponsor Agreement;

(d) all conditions precedent to the consummation of the Direct Investment set forth in the Plan Sponsor Agreement shall have been satisfied or waived in accordance with the terms thereof and no termination event thereunder shall have occurred and not been waived;

(e) the Restructuring, Restructuring Transactions, Corporate Restructuring and Corporate Restructuring Steps shall have been (or substantially concurrently shall be) consummated, in each case in accordance with (and subject to the consent rights set forth in) the Plan and Plan Sponsor Agreement;

(f) the Debtors shall have paid all Restructuring Expenses incurred, or estimated to be incurred, through the Effective Date in accordance with the Plan;

(g) the Debtors shall have paid the Litigation Trust Cash Amount to the Litigation Trust and the Trade Claim Cash Amount shall have been funded in accordance with the terms of this Plan and the Plan Sponsor Agreement;

(h) the Plan Sponsor shall have paid any amounts payable by it pursuant to Section 5.8 to the persons entitled thereto;

(i) the Amended Organizational Documents shall have been entered into or otherwise made effective on terms consistent in all material respects with the Plan Sponsor Agreement.

(j) the Litigation Trust Agreement, in form and substance reasonably acceptable to the Creditors' Committee, Plan Sponsor, and the Debtors, shall have been entered into and become effective;

(k) the Company shall have received the full Direct Investment Amount and the New Equity Interests shall have been issued in accordance with the Plan and the Plan Sponsor Agreement;

(l) the Plan shall not have been materially amended, altered or modified from the Plan as confirmed by the Confirmation Order, unless such material amendment, alteration or modification has been made in accordance with Section 12.1 of the Plan and the Plan Sponsor Agreement;

(m) each Subsidiary Guarantor (as defined in the Syndicated Facility Agreement) shall be released pursuant to this Plan, valid action under the SFA, or by order of the Bankruptcy Court from any guarantees of, and all liens on its assets or properties securing, the "Obligations" (as defined in the Syndicated Facility Agreement), or otherwise evidenced in a manner reasonably satisfactory to the Plan Sponsor;

(n) there shall not be in effect any (a) order, opinion, ruling, or other decision entered by any court or other Governmental Unit or (b) U.S. or other applicable law staying, restraining, enjoining, prohibiting, or otherwise making illegal the implementation of any of the transactions contemplated by the Plan;

(o) all Foreign Enforcement Actions necessary to implement the transactions contemplated by this Plan have been successfully resolved and are subject to an order, judgment, or other approval that is in full force and effect and not subject to unfulfilled conditions (other than approval of a Deed of Company Arrangement or other arrangements in connection with the Speedcast Parent Administration to the extent such requires the occurrence of the Effective Date prior to approval), and all applicable waiting periods have expired without any action having been taken by any competent authority that would restrain, prevent, or otherwise impose materially adverse conditions on such transactions;

(p) The Intelsat Contract (as such term is used in the *Order Authorizing Debtors to Enter Into Material Contract with Intelsat US LLC* (Docket No. 545)) shall not have been terminated by the Debtors;

(q) to the extent approval of the Plan Sponsor Agreement or the Plan is required by the shareholders of Speedcast Parent under the ASX Listing Rules or the *Corporations Act 2001* (Cth), (i) Speedcast Parent has received a waiver of the requirement for shareholder approval from the ASX or ASIC (as applicable) or confirmation from the ASX or ASIC (as applicable) that such approval of the transactions contemplated by the Plan Sponsor Agreement and the Plan by the shareholders of Speedcast Parent is not required, and such waiver or confirmation is not revoked or withdrawn; and (ii) if such waiver or confirmation is subject to any conditions, any such conditions are satisfied; and

(r) all governmental and regulatory approvals, orders and consents (including, to the extent applicable, from the Committee on Foreign Investment in the United States, the Defense Counterintelligence and Security Agency, the Bankruptcy Court and the Foreign Investment Review Board of Australia) necessary in connection with the transactions provided for in this Plan have been obtained, are not subject to unfulfilled conditions, and are in full force and effect, and all applicable waiting periods have expired without any action having been taken by any competent authority that would restrain, prevent, or otherwise impose materially adverse conditions on such transactions.

9.2 Timing of Conditions Precedent.

Except as otherwise provided herein, all actions required to be taken on the Effective Date shall take place and shall be deemed to have occurred simultaneously and no such action shall be deemed to have occurred prior to the taking of any other such action.

9.3 Waiver of Conditions Precedent.

(a) Each of the conditions precedent to the occurrence of the Effective Date (other than Section 9.1(a) and 9.1(h)) may be waived in writing by the Debtors subject to the written consent of (i) the Plan Sponsor, and (ii) solely with respect to Section 9.1(p) and conditions precedent related to the Litigation Trust, the Creditors' Committee. If any such condition precedent is waived pursuant to this Section and the Effective Date occurs, each party agreeing to waive such condition precedent shall be estopped from withdrawing such waiver after the Effective Date or otherwise challenging the occurrence of the Effective Date on the basis that such condition was not satisfied. If this Plan is confirmed for fewer than all of the

Debtors subject to Section 5.16 of this Plan, only the conditions applicable to the Debtor or Debtors for which this Plan is confirmed must be satisfied or waived for the Effective Date to occur.

(b) The stay of the Confirmation Order pursuant to Bankruptcy Rule 3020(e) shall be deemed waived by and upon the entry of the Confirmation Order, and the Confirmation Order shall take effect immediately upon its entry.

9.4 *Effect of Failure of a Condition.*

If the conditions listed in Section 9.1 are not satisfied or waived in accordance with Section 9.3 on or before the Outside Date (as defined in, and as may be extended pursuant to, the Plan Sponsor Agreement) or by such later date acceptable to the Plan Sponsor, this Plan shall be null and void in all respects and nothing contained in this Plan or the Disclosure Statement shall (i) constitute a waiver or release of any Claims by or against or any Interests in the Debtors, (ii) prejudice in any manner the rights of any Entity, or (iii) constitute an admission, acknowledgement, offer, or undertaking by the Debtors or any other Entity.

9.5 *Substantial Consummation.*

“Substantial Consummation” of the Plan, as defined in section 1101(2) of the Bankruptcy Code, with respect to any of the Debtors, shall be deemed to occur on the Effective Date with respect to such Debtor.

ARTICLE X. EFFECT OF CONFIRMATION.

10.1 *Binding Effect.*

Except as otherwise provided in section 1141(d)(3) of the Bankruptcy Code, and subject to the occurrence of the Effective Date, on and after the entry of the Confirmation Order, the provisions of this Plan shall bind every holder of a Claim against or Interest in any Debtor and inure to the benefit of and be binding on such holder’s respective successors and assigns, regardless of whether the Claim or Interest of such holder is impaired under this Plan and whether such holder has voted to accept or reject this Plan.

10.2 *Vesting of Assets.*

Except as otherwise provided in this Plan, on and after the Effective Date, all Assets of the Estates, including all claims, rights, and Causes of Action and any property acquired by the Debtors or New Speedcast Parent under or in connection with this Plan, shall vest in each respective Reorganized Debtor free and clear of all Claims, Liens, charges, other encumbrances, and Interests, except as provided pursuant to the Plan, or the Confirmation Order. Subject to the terms of this Plan, on and after the Effective Date, the Reorganized Debtors may operate their businesses whether in or other than in the ordinary course of business, and may use, acquire, and dispose of property and prosecute, compromise, or settle any Claims (including any Administrative Expense Claims) and Causes of Action without supervision of or approval by the Bankruptcy Court and free and clear of any restrictions of the Bankruptcy Code or the Bankruptcy Rules other than restrictions expressly imposed by this Plan or the Confirmation

Order. Without limiting the foregoing, the Reorganized Debtors may pay the charges that they incur on or after the Effective Date for professional fees, disbursements, expenses, or related support services without application to the Bankruptcy Court.

10.3 Discharge of Claims Against and Interests in the Debtors.

Upon the Effective Date and in consideration of the distributions to be made under this Plan, except as otherwise provided in this Plan or in the Confirmation Order, each holder (as well as any trustee or agent on behalf of such holder) of a Claim or Interest and any successor, assign, and affiliate of such holder shall be deemed to have forever waived, released, and discharged the Debtors, to the fullest extent permitted by section 1141 of the Bankruptcy Code, of and from any and all Claims, Interests, rights, and liabilities that arose prior to the Effective Date, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands or liabilities that arose before the Effective Date, any liability (including withdrawal liability) to the extent such Claims or Interests relate to services performed by employees of the Debtors before the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code. Except as otherwise provided in this Plan, upon the Effective Date, all such holders of Claims and Interests and their successors, assigns, and affiliates shall be forever precluded and enjoined, pursuant to sections 105, 524, and 1141 of the Bankruptcy Code, from prosecuting or asserting any such discharged Claim against or terminated Interest in any Debtor or any Reorganized Debtor or any of their assets or properties.

10.4 Term of Pre-Confirmation Injunctions and Stays.

Unless otherwise provided in this Plan, all injunctions and stays arising under or entered during the Chapter 11 Cases, whether under sections 105 or 362 of the Bankruptcy Code or otherwise, and in existence on the date of entry of the Confirmation Order, shall remain in full force and effect until the later of the Effective Date and the date indicated in the order providing for such injunction or stay.

10.5 Plan Injunction.

(a) Except as otherwise provided in the Plan or in the Confirmation Order, from and after the Effective Date, pursuant to section 524(a) of the Bankruptcy Code, all Persons or Entities who have held, hold, or may hold Claims or Interests (whether proof of such Claims or Interests has been filed or not and whether or not such Persons or Entities vote in favor of, against or abstain from voting on the Plan or are presumed to have accepted or deemed to have rejected the Plan), and other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, and affiliates, that have been released, discharged, or are subject to exculpation, are, with respect to any such Claim or Interest, permanently enjoined after the entry of the

Confirmation Order from: (i) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including any proceeding in a judicial, arbitral, administrative, or other forum) against or affecting, directly or indirectly, a Debtor, a Reorganized Debtor, a Released Party, or an Estate or the property of any of the foregoing, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons mentioned in this subsection (i) or any property of any such transferee or successor; (ii) enforcing, levying, attaching (including any prejudgment attachment), collecting, or otherwise recovering in any manner or by any means, whether directly or indirectly, any judgment, award, decree, or order against a Debtor, a Reorganized Debtor, a Released Party, or an Estate or its property, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons mentioned in this subsection (ii) or any property of any such transferee or successor; (iii) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against a Debtor, a Reorganized Debtor, a Released Party, or an Estate or any of its property, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons mentioned in this subsection (iii) or any property of any such transferee or successor; (iv) asserting any right of setoff, directly or indirectly, against any obligation due from asserting any right of setoff, directly or indirectly, against any obligation due from a Debtor, a Reorganized Debtor, a Released Party or an Estate or any of its property, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons mentioned in this subsection (iv) or any property of any such transferee or successor; (v) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan to the full extent permitted by applicable law; and (vi) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of the Plan; provided, that nothing contained in the Plan shall preclude such Persons or Entities who have held, hold, or may hold Claims against, or Interests in, a Debtor, a Reorganized Debtor, a Released Party, or an Estate from exercising their rights and remedies, or obtaining benefits, pursuant to and consistent with the terms of the Plan.

(b) By accepting distributions pursuant to the Plan, each holder of an Allowed Claim or Allowed Interest shall be deemed to have affirmatively and specifically consented to be bound by the Plan, including the injunctions set forth in this Section 10.5 of the Plan.

(c) For the avoidance of doubt, the injunctions set forth in this Section 10.5 of the Plan prohibit the enforcement of the Syndicated Facility Agreement against any SFA Loan Party.

10.6 Releases.

(a) **RELEASES BY THE DEBTORS.** AS OF THE EFFECTIVE DATE, EXCEPT FOR THE RIGHTS AND REMEDIES THAT REMAIN IN EFFECT FROM AND AFTER THE EFFECTIVE DATE TO ENFORCE THE PLAN AND THE OBLIGATIONS CONTEMPLATED BY THE PLAN DOCUMENTS AND THE DOCUMENTS IN THE PLAN SUPPLEMENT, ON AND AFTER THE EFFECTIVE

DATE, THE RELEASED PARTIES WILL BE DEEMED CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED, BY THE DEBTORS, THE REORGANIZED DEBTORS, AND THE ESTATES, IN EACH CASE ON BEHALF OF THEMSELVES AND THEIR RESPECTIVE SUCCESSORS, ASSIGNS, AND REPRESENTATIVES AND ANY AND ALL OTHER PERSONS THAT MAY PURPORT TO ASSERT ANY CAUSE OF ACTION DERIVATIVELY, BY OR THROUGH THE FOREGOING PERSONS, INCLUDING THE LITIGATION TRUST (IF ESTABLISHED), FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, SUITS, JUDGMENTS, DAMAGES, DEMANDS, DEBTS, RIGHTS, AND CAUSES OF ACTION, LOSSES, REMEDIES, OR LIABILITIES WHATSOEVER (INCLUDING ANY DERIVATIVE CLAIMS, ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, THE REORGANIZED DEBTORS, OR THE ESTATES), WHETHER LIQUIDATED OR UNLIQUIDATED, FIXED OR CONTINGENT, MATURED OR UNMATURED, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, ACCRUED OR UNACCRUED, EXISTING OR HEREINAFTER ARISING, WHETHER IN LAW OR EQUITY, WHETHER SOUNDING IN TORT OR CONTRACT, WHETHER ARISING UNDER FEDERAL OR STATE STATUTORY OR COMMON LAW, OR ANY OTHER APPLICABLE INTERNATIONAL, FOREIGN, OR DOMESTIC LAW, RULE, STATUTE, REGULATION, TREATY, RIGHT, DUTY, REQUIREMENTS OR OTHERWISE THAT THE DEBTORS, THE REORGANIZED DEBTORS, THE ESTATES, OR THEIR AFFILIATES WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST OR OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THE CHAPTER 11 CASES, THE RESTRUCTURING, THE DIP DOCUMENTS, THE SYNDICATED FACILITY AGREEMENT, ANY SFA LOAN DOCUMENT, AND ANY RELATED INSTRUMENT, AGREEMENT, OR DOCUMENT, THE PLAN SPONSOR AGREEMENT, THE EQUITY COMMITMENT AGREEMENT, THE DIRECT INVESTMENT, THE FORBEARANCE AGREEMENT, THE AMENDED ORGANIZATIONAL DOCUMENTS, THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS OR THE REORGANIZED DEBTORS, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN ANY DEBTOR AND ANY RELEASED PARTY, THE RESTRUCTURING OF CLAIMS AND INTERESTS BEFORE OR DURING THE CHAPTER 11 CASES, THE PLAN, THE DISCLOSURE STATEMENT, THE PLAN DOCUMENTS AND THE DOCUMENTS IN THE PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS, OR OTHER DOCUMENTS RELATING THERETO, AND THE NEGOTIATION, FORMULATION, PREPARATION OR CONSUMMATION OF ANY DOCUMENTS OR TRANSACTIONS IN CONNECTION WITH ANY OF THE FOREGOING, THE SOLICITATION OF VOTES WITH RESPECT TO THE PLAN, IN ALL CASES BASED UPON ANY ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASES SET FORTH ABOVE DO NOT RELEASE ANY OBLIGATIONS ARISING AFTER EFFECTIVE DATE OF ANY PARTY OR ENTITY UNDER THE PLAN, ANY RESTRUCTURING TRANSACTION, OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THOSE SET FORTH IN THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THE PLAN, INCLUDING THE ASSUMPTION OF THE INDEMNIFICATION PROVISIONS AS SET FORTH IN THE PLAN. FURTHERMORE, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, NOTHING IN THIS PROVISION SHALL, NOR SHALL IT BE DEEMED TO, RELEASE ANY RELEASED PARTY FROM ANY CLAIMS OR CAUSES OF ACTION THAT ARE FOUND, PURSUANT TO A FINAL ORDER, TO BE THE RESULT OF SUCH RELEASED PARTY'S GROSS NEGLIGENCE, ACTUAL FRAUD, OR WILLFUL MISCONDUCT.

ENTRY OF THE CONFIRMATION ORDER BY THE BANKRUPTCY COURT SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE RELEASES IN THIS SECTION 10.6(a) OF THE PLAN (the "DEBTOR RELEASES"), WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS UNDER THE PLAN, AND FURTHER, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE DEBTOR RELEASES ARE: (I) IN EXCHANGE FOR THE GOOD, VALUABLE AND ADEQUATE CONSIDERATION PROVIDED BY THE RELEASED PARTIES, (II) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE RELEASED CLAIMS RELEASED BY THE DEBTORS, THE REORGANIZED DEBTORS AND THE ESTATES, (III) IN THE BEST INTERESTS OF THE DEBTORS, THE ESTATES AND ALL HOLDERS OF CLAIMS AND INTERESTS, (IV) FAIR, EQUITABLE AND REASONABLE, (V) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING, AND (VI) A BAR TO ANY OF THE DEBTORS, THE REORGANIZED DEBTORS, OR THE ESTATES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE DEBTOR RELEASE.

(b) NON-DEBTOR SFA LOAN PARTY RELEASE.

SOLELY TO THE EXTENT SET FORTH IN THE CONFIRMATION ORDER, ENTRY OF THE CONFIRMATION ORDER BY THE BANKRUPTCY COURT SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE RELEASES IN THIS SECTION 10.6(B) OF THE PLAN (THE "NON-DEBTOR SFA LOAN PARTY RELEASE"), WHICH INCLUDES, BY REFERENCE, EACH OF THE RELATED PROVISIONS AND DEFINITIONS UNDER THE PLAN, AND, FURTHERMORE, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE NON-DEBTOR SFA LOAN PARTY RELEASE IS (I) ESSENTIAL TO THE CONFIRMATION OF THE PLAN, (II) GIVEN IN EXCHANGE FOR THE GOOD, VALUABLE AND ADEQUATE CONSIDERATION PROVIDED BY THE NON-DEBTOR SFA LOAN PARTIES, INCLUDING ON ACCOUNT OF THEIR CONTRIBUTION TO THE DISTRIBUTIONS PROVIDED PURSUANT TO THIS PLAN, (III) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE NON-DEBTOR SFA LOAN

PARTY RELEASE, (IV) IN THE BEST INTERESTS OF THE DEBTORS AND THEIR ESTATES, (V) FAIR, EQUITABLE AND REASONABLE, (VI) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING, AND/OR (VII) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE NON-DEBTOR SFA LOAN PARTY RELEASE.

NOTWITHSTANDING ANYTHING IN THIS PLAN, SOLICITATION PROCEDURES OR ANY BALLOT TO THE CONTRARY, SOLELY TO THE EXTENT SET FORTH IN THE CONFIRMATION ORDER, EACH NON-DEBTOR SFA LOAN PARTY WILL, ON ACCOUNT OF THEIR CONTRIBUTIONS UNDER THIS PLAN, BE DEEMED CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION WHATSOEVER, WHETHER LIQUIDATED OR UNLIQUIDATED, FIXED OR CONTINGENT, MATURED OR UNMATURED, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT, OR OTHERWISE BY STATUTE, VIOLATIONS OF FEDERAL OR STATE SECURITIES LAWS OR OTHERWISE, ARISING UNDER THE SYNDICATED FACILITY AGREEMENT, ANY SFA LOAN DOCUMENT AND ANY RELATED INSTRUMENT, AGREEMENT AND DOCUMENT.

(c) **RELEASE OF LIENS.** Except as otherwise specifically provided in the Plan, the Plan Documents, the DIP Documents, or in any contract, instrument, release, or other agreement or document contemplated under or executed in connection with the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim, satisfaction in full of the secured portion of such Claim, including the Syndicated Facility Secured Claim, that is Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates and the SFA Loan Parties (to the extent set forth in the Confirmation Order) shall be fully released and discharged, and all of the right, title, and interest of any holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Reorganized Debtors or the non-Debtor SFA Loan Parties, as applicable (or other owner of such property as the case may be), and their successors and assigns, in each case, without any further approval or order of the Bankruptcy Court and without any action or filing being required to be made by the Debtors or non-Debtor SFA Loan Parties, as applicable.

10.7 Releases by Holders of Claims and Interests

AS OF THE EFFECTIVE DATE, EXCEPT FOR THE RIGHTS AND REMEDIES THAT REMAIN IN EFFECT FROM AND AFTER THE EFFECTIVE DATE TO ENFORCE THE PLAN AND THE OBLIGATIONS CONTEMPLATED BY THE PLAN DOCUMENTS, AND THE DOCUMENTS IN THE PLAN SUPPLEMENT, ON AND AFTER THE EFFECTIVE DATE, THE RELEASED PARTIES WILL BE

DEEMED CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED BY THE RELEASING PARTIES, FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION WHATSOEVER (INCLUDING ANY DERIVATIVE CLAIMS, ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, THE REORGANIZED DEBTORS, OR THEIR ESTATES), WHETHER LIQUIDATED OR UNLIQUIDATED, FIXED OR CONTINGENT, MATURED OR UNMATURED, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT, OR OTHERWISE BY STATUTE, VIOLATIONS OF FEDERAL OR STATE SECURITIES LAWS OR OTHERWISE, THAT SUCH HOLDERS OR THEIR ESTATES, AFFILIATES, HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, ASSIGNS, MANAGERS, ACCOUNTANTS, ATTORNEYS, REPRESENTATIVES, CONSULTANTS, AGENTS, AND ANY OTHER PERSONS CLAIMING UNDER OR THROUGH THEM WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST OR OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THE REORGANIZED DEBTORS, OR THEIR ESTATES, THE CHAPTER 11 CASES, THE RESTRUCTURING, THE DIP DOCUMENTS, THE SYNDICATED FACILITY AGREEMENT, ANY SFA LOAN DOCUMENT, AND ANY RELATED INSTRUMENT, AGREEMENT, OR DOCUMENT, THE EQUITY COMMITMENT AGREEMENT, THE DIRECT INVESTMENT, THE FORBEARANCE AGREEMENT, THE AMENDED ORGANIZATIONAL DOCUMENTS, THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS OR THE REORGANIZED DEBTORS, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS OR INTERACTIONS BETWEEN ANY DEBTOR AND ANY RELEASED PARTY, THE RESTRUCTURING, THE RESTRUCTURING OF ANY CLAIMS OR INTERESTS BEFORE OR DURING THE CHAPTER 11 CASES, THE PLAN, THE DISCLOSURE STATEMENT, THE PLAN SPONSOR AGREEMENT, THE PLAN DOCUMENTS AND THE DOCUMENTS IN THE PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS, OR OTHER DOCUMENTS RELATING THERETO, AND THE NEGOTIATION, FORMULATION, PREPARATION OR CONSUMMATION OF ANY DOCUMENTS OR TRANSACTIONS IN CONNECTION WITH ANY OF THE FOREGOING, OR THE SOLICITATION OF VOTES WITH RESPECT TO THE PLAN, IN ALL CASES BASED UPON ANY ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCES TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASES SET FORTH ABOVE DO NOT RELEASE ANY OBLIGATIONS ARISING AFTER EFFECTIVE DATE OF ANY PARTY OR ENTITY UNDER THE PLAN, ANY RESTRUCTURING TRANSACTION, OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THOSE SET FORTH IN THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THE PLAN,

INCLUDING THE ASSUMPTION OF THE INDEMNIFICATION PROVISIONS AS SET FORTH IN THE PLAN.

ENTRY OF THE CONFIRMATION ORDER BY THE BANKRUPTCY COURT SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE RELEASES IN SECTION 10.7 OF THE PLAN (THE "THIRD-PARTY RELEASE"), WHICH INCLUDES, BY REFERENCE, EACH OF THE RELATED PROVISIONS AND DEFINITIONS UNDER THE PLAN, AND, FURTHERMORE, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE THIRD-PARTY RELEASE IS (I) CONSENSUAL, (II) ESSENTIAL TO THE CONFIRMATION OF THE PLAN, (III) GIVEN IN EXCHANGE FOR THE GOOD, VALUABLE AND ADEQUATE CONSIDERATION PROVIDED BY THE RELEASED PARTIES, (IV) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE THIRD-PARTY RELEASE, (V) IN THE BEST INTERESTS OF THE DEBTORS AND THEIR ESTATES, (VI) FAIR, EQUITABLE AND REASONABLE, (VII) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING, AND (VIII) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE THIRD-PARTY RELEASE.

10.8 *Exculpation.*

EFFECTIVE AS OF THE EFFECTIVE DATE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND WITHOUT AFFECTING OR LIMITING EITHER THE ESTATE RELEASE SET FORTH IN SECTION 10.6 HEREIN OR THE CONSENSUAL RELEASES BY HOLDERS OF CLAIMS SET FORTH IN SECTION 10.7 HEREIN, AND NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, NO EXCULPATED PARTY WILL HAVE OR INCUR, AND EACH EXCULPATED PARTY WILL BE RELEASED AND EXCULPATED FROM, ANY CLAIM, OBLIGATION, SUIT, JUDGMENT, DAMAGE, DEMAND, DEBT, RIGHT, CAUSE OF ACTION, LOSS, REMEDY, AND LIABILITY FOR ANY CLAIM IN CONNECTION WITH OR ARISING OUT OF THE ADMINISTRATION OF THE CHAPTER 11 CASES; THE NEGOTIATION, PURSUIT, FORMULATION, PREPARATION OR CONSUMMATION OF THE DIP FACILITY, THE SYNDICATED FACILITY AGREEMENT, THE EQUITY COMMITMENT AGREEMENT, THE PLAN SPONSOR AGREEMENT, THE FORBEARANCE AGREEMENT, THE DIRECT INVESTMENT, THE MANAGEMENT INCENTIVE PLAN, THE AMENDED ORGANIZATIONAL DOCUMENTS, THE DISCLOSURE STATEMENT, THE RESTRUCTURING, THE PLAN AND THE PLAN DOCUMENTS (INCLUDING THE DOCUMENTS IN THE PLAN SUPPLEMENT), OR THE SOLICITATION OF VOTES FOR, OR CONFIRMATION OF, THE PLAN; THE FUNDING OR CONSUMMATION OF THE PLAN; THE OCCURRENCE OF THE EFFECTIVE DATE; THE ADMINISTRATION OF THE PLAN OR THE PROPERTY TO BE DISTRIBUTED UNDER THE PLAN; THE ISSUANCE OF SECURITIES UNDER OR IN CONNECTION WITH THE PLAN; THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS OR THE REORGANIZED DEBTORS; OR THE TRANSACTIONS IN FURTHERANCE OF ANY OF THE

FOREGOING; OTHER THAN CLAIM, OBLIGATION, SUIT, JUDGMENT, DAMAGE, DEMAND, DEBT, RIGHT, CAUSE OF ACTION, LOSS, AND LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATED TO ANY ACT OR OMISSION OF AN EXCULPATED PARTY THAT CONSTITUTES INTENTIONAL FRAUD, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE AS DETERMINED BY A FINAL ORDER. THE EXCULPATED PARTIES HAVE ACTED IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE WITH REGARD TO THE SOLICITATION AND DISTRIBUTION OF SECURITIES PURSUANT TO THE PLAN AND, THEREFORE, ARE NOT, AND ON ACCOUNT OF SUCH DISTRIBUTIONS WILL NOT BE, LIABLE AT ANY TIME FOR THE VIOLATION OF ANY APPLICABLE LAW, RULE, OR REGULATION GOVERNING THE SOLICITATION OF ACCEPTANCES OR REJECTIONS OF THE PLAN OR SUCH DISTRIBUTIONS MADE PURSUANT TO THE PLAN, INCLUDING THE ISSUANCE OF SECURITIES THEREUNDER.

10.9 *Injunction Related to Releases and Exculpation.*

Except for the rights that remain in effect from and after the Effective Date to enforce this Plan and the Plan Documents, the Confirmation Order shall permanently enjoin the commencement or prosecution by any Entity, whether directly, derivatively, or otherwise, of any Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, losses, or liabilities released or exculpated pursuant to this Plan.

10.10 *Subordinated Claims.*

The allowance, classification, and treatment of all Allowed Claims and Allowed Interests and the respective distributions and treatments thereof under this Plan take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, sections 510(b), or 510(c) of the Bankruptcy Code, or otherwise. Pursuant to section 510 of the Bankruptcy Code, the Debtors and Reorganized Debtors, as applicable, reserve the right to reclassify any Allowed Claim or Allowed Interest in accordance with any contractual, legal, or equitable subordination relating thereto.

10.11 *Retention of Causes of Action and Reservation of Rights.*

Subject to Sections 10.6, 10.7, 10.8, and 10.9 of this Plan, nothing contained in this Plan or the Confirmation Order shall be deemed to be a waiver or relinquishment of any rights, claims, Causes of Action, rights of setoff or recoupment, or other legal or equitable defenses that the Debtors had immediately before the Effective Date on behalf of the Estates or of themselves in accordance with any provision of the Bankruptcy Code or any applicable nonbankruptcy law. Subject to Sections 10.6, 10.7, 10.8, and 10.9 of this Plan, and except as provided in any order entered by the Bankruptcy Court, the Reorganized Debtors shall have, retain, reserve, and be entitled to assert all such claims, Causes of Action, rights of setoff or recoupment, and other legal or equitable defenses as fully as if the Chapter 11 Cases had not been commenced, and all of the Debtors' legal and equitable rights in respect of any Unimpaired

Claim may be asserted after the Effective Date to the same extent as if the Chapter 11 Cases had not been commenced.

10.12 *Ipsa Facto and Similar Provisions Ineffective.*

Any term of any policy, contract, or other obligation applicable to a Debtor shall be void and of no further force or effect with respect to any Debtor to the extent that such term is conditioned on, creates an obligation of the Debtor as a result of, or gives rise to a right of any Entity based on any of the following: (i) the insolvency or financial condition of a Debtor; (ii) the commencement of the Chapter 11 Cases; (iii) the confirmation or consummation of this Plan, including any change of control that will occur as a result of such consummation; (iv) any change of control resulting from Restructuring Transactions; (v) the commencement of any Foreign Enforcement Action or similar proceeding; or (vi) the Restructuring.

ARTICLE XI. RETENTION OF JURISDICTION.

11.1 *Retention of Jurisdiction.*

Pursuant to sections 105(c) and 1142 of the Bankruptcy Code and notwithstanding entry of the Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, the Bankruptcy Court shall retain exclusive jurisdiction, pursuant to 28 U.S.C. §§ 1334 and 157, over all matters arising in or related to the Chapter 11 Cases, other than with respect to the Speedcast Parent Administration, the Deed of Company Arrangement, the Speedcast Parent Liquidation, as applicable, or any matters subject to the jurisdiction of a voluntary foreign recognition, administration, or similar proceedings commenced to implement the terms of the Restructuring or this Plan, for, among other things, the following purposes:

- (a) to hear and determine applications for the assumption or rejection of executory contracts or unexpired leases and any disputes over Cure Amounts resulting therefrom;
- (b) to determine any motion, adversary proceeding, application, contested matter, and other litigated matter in the Chapter 11 Cases pending on or commenced after the entry of the Confirmation Order, including adjudication of the Litigation Trust Causes of Action;
- (c) to hear and resolve any disputes arising from or related to (i) any orders of the Bankruptcy Court granting relief under Bankruptcy Rule 2004 or (ii) any protective orders entered by the Bankruptcy Court in connection with the foregoing;
- (d) to ensure that distributions to holders of Allowed Claims are accomplished as provided in this Plan and the Confirmation Order;
- (e) to consider Claims or the allowance, classification, priority, compromise, estimation, or payment of any Claim, including any Administrative Expense Claim;
- (f) to enter, implement, or enforce such orders as may be appropriate in the event that the Confirmation Order is for any reason stayed, reversed, revoked, modified, or vacated;

(g) to issue and enforce injunctions and releases, enter and implement other orders, and take such other actions as may be necessary or appropriate to restrain interference by any Entity with the consummation, implementation, or enforcement of this Plan, the Confirmation Order, or any other order of the Bankruptcy Court;

(h) to hear and determine any application to modify this Plan in accordance with section 1127 of the Bankruptcy Code to remedy any defect or omission or reconcile any inconsistency in this Plan, the Disclosure Statement, or any order of the Bankruptcy Court, including the Confirmation Order, in such a manner as may be necessary to carry out the purposes and effects thereof;

(i) to hear and determine all Fee Claims and Restructuring Expenses;

(j) to resolve disputes concerning Disputed Claims and any retained amounts with respect to Disputed Claims or the administration thereof, including disagreement between the Reorganized Debtors and the Litigation Trustee regarding the allowance of certain Disputed Claims as provided for in section 7.2(c) or information requests from the Litigation Trustee to the Reorganized Debtors;

(k) to hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of this Plan, the Confirmation Order, any transactions or payments in furtherance of either, or any agreement, instrument, or other document governing or related to any of the foregoing;

(l) to take any action and issue such orders, including any such action or orders as may be necessary after entry of the Confirmation Order or the occurrence of the Effective Date, as may be necessary to construe, enforce, implement, execute, and consummate this Plan, including any release, exculpation, or injunction provisions set forth in this Plan, or to maintain the integrity of this Plan following the occurrence of the Effective Date;

(m) to determine such other matters and for such other purposes as may be provided in the Confirmation Order;

(n) to hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

(o) to hear and determine any other matters related to the Chapter 11 Cases and not inconsistent with the Bankruptcy Code or title 28 of the United States Code;

(p) to resolve any disputes concerning whether an Entity had sufficient notice of the Chapter 11 Cases, the Disclosure Statement, any solicitation conducted in connection with the Chapter 11 Cases, any bar date established in the Chapter 11 Cases, or any deadline for responding or objecting to a Cure Amount, in each case, for the purpose for determining whether a Claim or Interest is discharged hereunder or for any other purpose;

(q) to recover all Assets of the Debtors and property of the Estates, wherever located;

(r) to enter a final decree closing each of the Chapter 11 Cases;

provided, that upon the execution of the New Organizational Documents and the Amended Organizational Documents, disputes with respect the New Organizational Documents and the Amended Organizational Documents that are not related to the Plan shall otherwise be governed by the jurisdictional, forum selection or dispute resolution clause contained in such document.

ARTICLE XII. MISCELLANEOUS PROVISIONS.

12.1 *Amendments.*

(a) Plan Modifications. Subject to the written consent of (x) the Plan Sponsor, (y) the Creditors' Committee (in the case of this clause (y), whose consent will not be unreasonably withheld) and (z) solely with respect to Sections 5.8 and 9.1(h) and the component definitions thereof, the Initial Plan Sponsor, this Plan may be amended, modified, or supplemented by the Debtors in the manner provided for by section 1127 of the Bankruptcy Code or as otherwise permitted by law, without additional disclosure pursuant to section 1125 of the Bankruptcy Code, except as otherwise ordered by the Bankruptcy Court. In addition, after the Confirmation Date, so long as such action does not materially and adversely affect the treatment of holders of Allowed Claims or Allowed Interests pursuant to this Plan, the Debtors may remedy any defect or omission or reconcile any inconsistencies in this Plan or the Confirmation Order with respect to such matters as may be necessary to carry out the purposes or effects of this Plan, and any holder of a Claim or Interest that has accepted this Plan shall be deemed to have accepted this Plan as amended, modified, or supplemented.

(b) Certain Technical Amendments. Prior to the Effective Date, the Debtors may make appropriate technical adjustments and modifications to this Plan without further order or approval of the Bankruptcy Court; *provided*, that such technical adjustments and modifications do not adversely affect the Plan Sponsor or treatment of holders of Allowed Claims or Allowed Interests under this Plan and are reasonably acceptable to the Creditors' Committee.

12.2 *Revocation or Withdrawal of Plan.*

The Debtors, in consultation with the Creditors' Committee, reserve the right to revoke or withdraw this Plan prior to the Effective Date as to any or all of the Debtors. If, with respect to a Debtor, this Plan has been revoked or withdrawn prior to the Effective Date, or if confirmation or the occurrence of the Effective Date as to such Debtor does not occur on the Effective Date, then, with respect to such Debtor: (i) this Plan shall be null and void in all respects; (ii) any settlement or compromise embodied in this Plan (including the fixing or limiting to an amount any Claim or Interest or Class of Claims or Interests), assumption of executory contracts or unexpired leases affected by this Plan, and any document or agreement executed pursuant to this Plan shall be deemed null and void; and (iii) nothing contained in this Plan shall (a) constitute a waiver or release of any Claim by or against, or any Interest in, such Debtor or any other Entity; (b) prejudice in any manner the rights of such Debtor or any other Person or Entity; or (c) constitute an admission of any sort by any Debtor or any other Person or Entity.

12.3 *Dissolution of Creditors' Committee.*

Except to the extent provided herein, upon the Effective Date, the current and former members of the Creditors' Committee, and their respective officers, employees, counsel, advisors, and agents, shall be released and discharged of and from all further authority, duties, responsibilities, and obligations related to and arising from and in connection with the Chapter 11 Cases; *provided, however*, that following the Effective Date, the Creditors' Committee shall continue in existence and have standing and a right to be heard for the following limited purposes: (a) Claims and/or applications for compensation by Professional Persons; (b) any appeals of the Confirmation Order; (c) any appeals to which the Creditors' Committee is a named party; and (d) any adversary proceedings or contested matters as of the Effective Date to which the Creditors' Committee is a named party. Following the completion of the Creditors' Committee's remaining duties set forth above, the Creditors' Committee shall be dissolved, and the retention or employment of the Creditors' Committee's respective attorneys, accountants, and other agents shall terminate.

12.4 *Exemption from Certain Transfer Taxes.*

Pursuant to section 1146 of the Bankruptcy Code, the issuance, transfer, or exchange of any security or other property hereunder, including, to the fullest extent permitted by applicable law, all sale transactions consummated by the Debtors and approved by the Bankruptcy Court on and after the Confirmation Date through and including the Effective Date, including any transfers effectuated under this Plan, and any assumption, assignment, or sale by the Debtors of their interests in unexpired leases of nonresidential real property or executory contracts pursuant to section 365(a) of the Bankruptcy Code, shall constitute a "transfer under a plan" within the purview of section 1146 of the Bankruptcy Code and shall not be subject to any stamp, real estate transfer, mortgage, mortgage recording, document recording, conveyance fee or other similar tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, sales tax, use tax or other similar tax or government assessment.

12.5 *Payment of Statutory Fees.*

All fees payable under section 1930 of chapter 123 of title 28 of the United States Code shall be paid on the Effective Date, or as soon as practicable thereafter, by the Debtors or Reorganized Debtors; *provided*, that all fees payable pursuant to section 1930 of chapter 123 of title 28 of the United States Code prior to the Effective Date shall be paid by the Debtors. Quarterly fees owed to the U.S. Trustee shall be paid when due in accordance with applicable law and the Debtors and Reorganized Debtors shall continue to file reports to show the calculation of such fees for the Debtors' Estates until the Chapter 11 Cases are closed under section 350 of the Bankruptcy Code. Each and every one of the Debtors shall remain obligated to pay quarterly fees to the U.S. Trustee until the earliest of that particular Debtor's case is closed, dismissed, or converted to a case under Chapter 7 of the Bankruptcy Code; *provided that*, in the event Chapter 11 Cases are not closed under section 350 of the Bankruptcy Code solely due to the existence of the Litigation Trust, then the Litigation Trust shall be obligated, and the Litigation Trustee shall cause the Litigation Trust, to pay the quarterly fees to the U.S. Trustee.

12.6 Severability.

Subject to Section 12.2 of this Plan, if, prior to the entry of the Confirmation Order, any term or provision of this Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court, at the request of the Debtors with the reasonable consent of the Creditors' Committee and the Plan Sponsor, shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation by the Bankruptcy Court, the remainder of the terms and provisions of this Plan shall remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of this Plan, as it may have been altered or interpreted in accordance with this Section, is valid and enforceable pursuant to its terms.

12.7 Governing Law.

Except to the extent that the Bankruptcy Code or other federal law is applicable or to the extent that a Plan Document provides otherwise, the rights, duties, and obligations arising under this Plan and the Plan Documents shall be governed by, and construed and enforced in accordance with, the internal laws of the State of New York, without giving effect to the principles of conflict of laws thereof.

12.8 Immediate Binding Effect.

Notwithstanding Bankruptcy Rules 3020(e), 6004(h), 7062, or otherwise, upon the occurrence of the Effective Date, the terms of this Plan and the Plan Documents shall be immediately effective and enforceable and deemed binding upon and inure to the benefit of the Debtors, the Reorganized Debtors, the holders of Claims and Interests, the Released Parties, the Exculpated Parties, and each of their respective successors and assigns.

12.9 Successors and Assigns.

The rights, benefits, and obligations of any Entity named or referred to in this Plan shall be binding on and shall inure to the benefit of any heir, executor, administrator, successor, or permitted assign, if any, of each such Entity.

12.10 Entire Agreement.

On the Effective Date, this Plan, the Plan Supplement, and the Confirmation Order shall supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into this Plan.

12.11 Computing Time.

In computing any period of time prescribed or allowed by this Plan, unless otherwise set forth in this Plan or determined by the Bankruptcy Court, the provisions of Bankruptcy Rule 9006 shall apply.

12.12 Exhibits to Plan.

All exhibits, schedules, supplements, and appendices to this Plan (including the Plan Supplement) are incorporated into and are a part of this Plan as if set forth in full herein.

12.13 Notices.

All notices, requests, and demands to or upon the Debtors or Reorganized Debtors, as applicable, shall be in writing (including by email transmission) and, unless otherwise provided herein, shall be deemed to have been duly given or made only when actually delivered, addressed as follows:

(a) *If to the Debtors or Reorganized Debtors:*

SpeedCast International Limited
4400 S. Sam Houston Parkway East
Houston, Texas 77048
Attn: Dominic Gyngell (dominic.gyngell@speedcast.com)

– and –

Weil, Gotshal & Manges LLP
700 Louisiana Street, Suite 1700
Houston, Texas 77002
Telephone: (212) 310-8000
Attn: Alfredo R. Pérez (Alfredo.Perez@weil.com)
Brenda Funk (Brenda.Funk@weil.com)
Stephanie Morrison (Stephanie.Morrison@weil.com)

– and –

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Attn: Gary T. Holtzer (Gary.Holtzer@weil.com)
Kelly DiBlasi (Kelly.DiBlasi@weil.com)
David N. Griffiths (David.Griffiths@weil.com)

(b) *If to the Initial Plan Sponsor:*

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019
Attn: Richard G. Mason (RGMason@wlrk.com)
Victor Goldfeld (VGoldfeld@wlrk.com)
John R. Sobolewski (JRSobolewski@wlrk.com)
Benjamin S. Arfa (BSArfa@wlrk.com)

– and –

Vinson & Elkins LLP
1001 Fannin Street, Suite 250
Houston, Texas 77002
Attn: Paul E. Heath (pheath@velaw.com)
Matthew W. Moran (mmoran@velaw.com)

(c) *If to the Creditors' Committee:*

Hogan Lovells LLP
390 Madison Avenue
New York, New York 10017
Telephone: (212) 918-3000
Attn: David P. Simonds (david.simonds@hoganlovells.com)
Ronald J. Silverman (ronald.silverman@hoganlovells.com)
John D. Beck (john.beck@hoganlovells.com)
Jennifer Y. Lee (jennifer.lee@hoganlovells.com)

– and –

Husch Blackwell LLP
60 Travis St., Suite 2350
Houston, Texas 77002
Telephone: (713) 525-6226
Attn: Randall A. Rios (randy.rios@huschblackwell.com)
Timothy A. Million (tim.million@huschblackwell.com)

After the occurrence of the Effective Date, the Reorganized Debtors have authority to send a notice to Entities that to continue to receive documents pursuant to Bankruptcy Rule 2002, such Entities must file a renewed request to receive documents pursuant to Bankruptcy Rule 2002. After the occurrence of the Effective Date, the Reorganized Debtors are authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities that have filed such renewed requests.

12.14 *Reservation of Rights.*

Except as otherwise provided herein, this Plan shall be of no force or effect unless the Bankruptcy Court enters the Confirmation Order. None of the filing of this Plan, any statement or provision of this Plan, or the taking of any action by the Debtors with respect to this Plan shall be or shall be deemed to be an admission or waiver of any rights of the Debtors with respect to any Claims or Interests prior to the Effective Date.

Dated: November 3, 2020
Houston, Texas

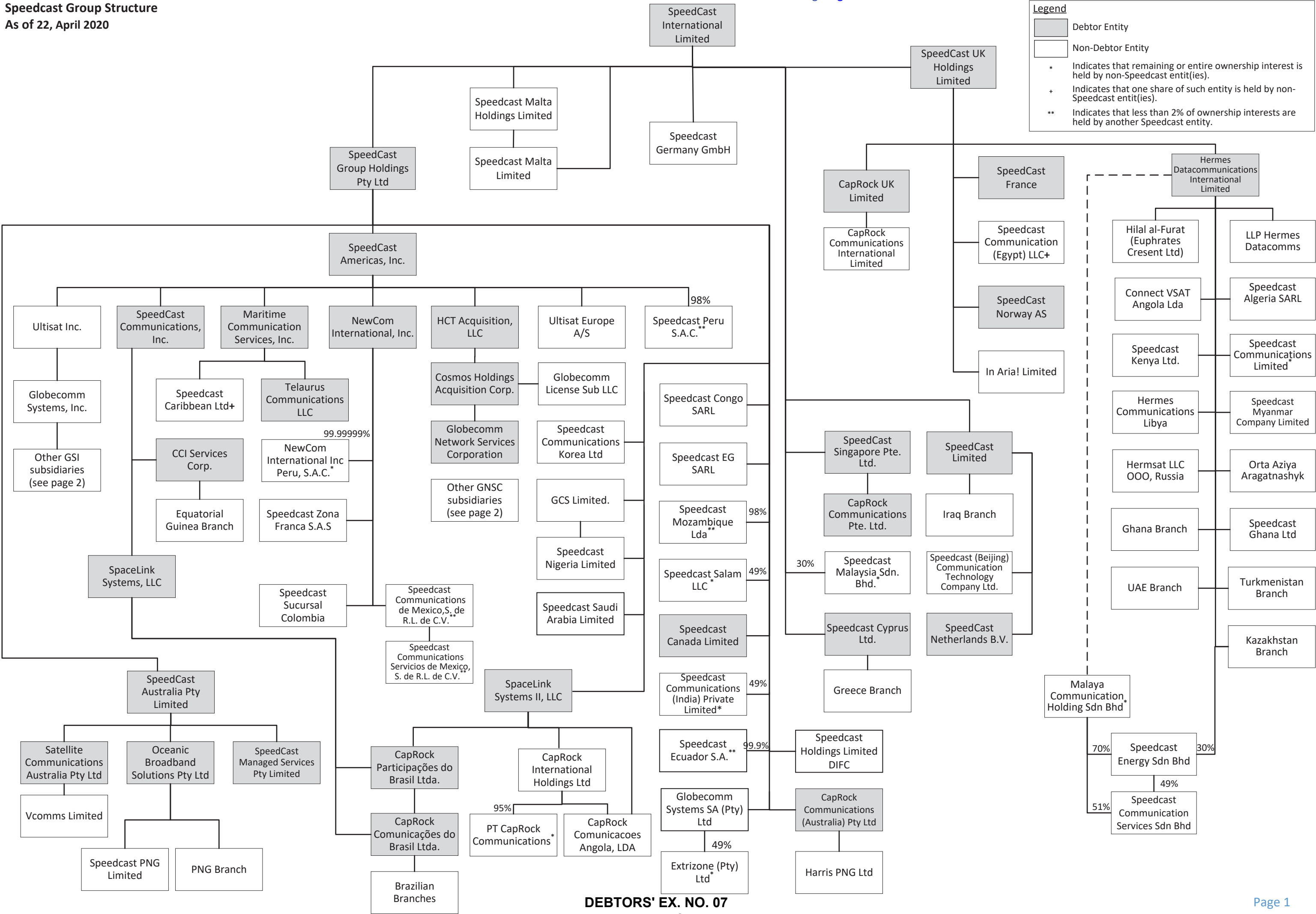
**CAPROCK COMMUNICATIONS (AUSTRALIA) PTY LTD
CAPROCK COMMUNICATIONS PTE. LTD
CAPROCK COMUNICAÇÕES DO BRASIL LTDA.
CAPROCK PARTICIPAÇÕES DO BRASIL LTDA.
CAPROCK UK LIMITED
CCI SERVICES CORP.
COSMOS HOLDINGS ACQUISITION CORP.
EVOLUTION COMMUNICATIONS GROUP LIMITED
GLOBECOMM EUROPE B.V.
GLOBECOMM NETWORK SERVICES CORPORATION
HCT ACQUISITION, LLC
HERMES DATACOMMUNICATIONS INTERNATIONAL
LIMITED
MARITIME COMMUNICATION SERVICES, INC.
NEWCOM INTERNATIONAL, INC.
OCEANIC BROADBAND SOLUTIONS PTY LTD
SATELLITE COMMUNICATIONS AUSTRALIA PTY LTD
SPACELINK SYSTEMS II, LLC
SPACELINK SYSTEMS, LLC
SPEEDCAST AMERICAS, INC.
SPEEDCAST AUSTRALIA PTY LIMITED
SPEEDCAST CANADA LIMITED
SPEEDCAST COMMUNICATIONS, INC.
SPEEDCAST CYPRUS LTD.
SPEEDCAST FRANCE SAS
SPEEDCAST GROUP HOLDINGS PTY LTD
SPEEDCAST LIMITED
SPEEDCAST MANAGED SERVICES PTY LIMITED
SPEEDCAST NETHERLANDS B.V.
SPEEDCAST NORWAY AS
SPEEDCAST SINGAPORE PTE. LTD.
SPEEDCAST UK HOLDINGS LIMITED
TELAURUS COMMUNICATIONS LLC**

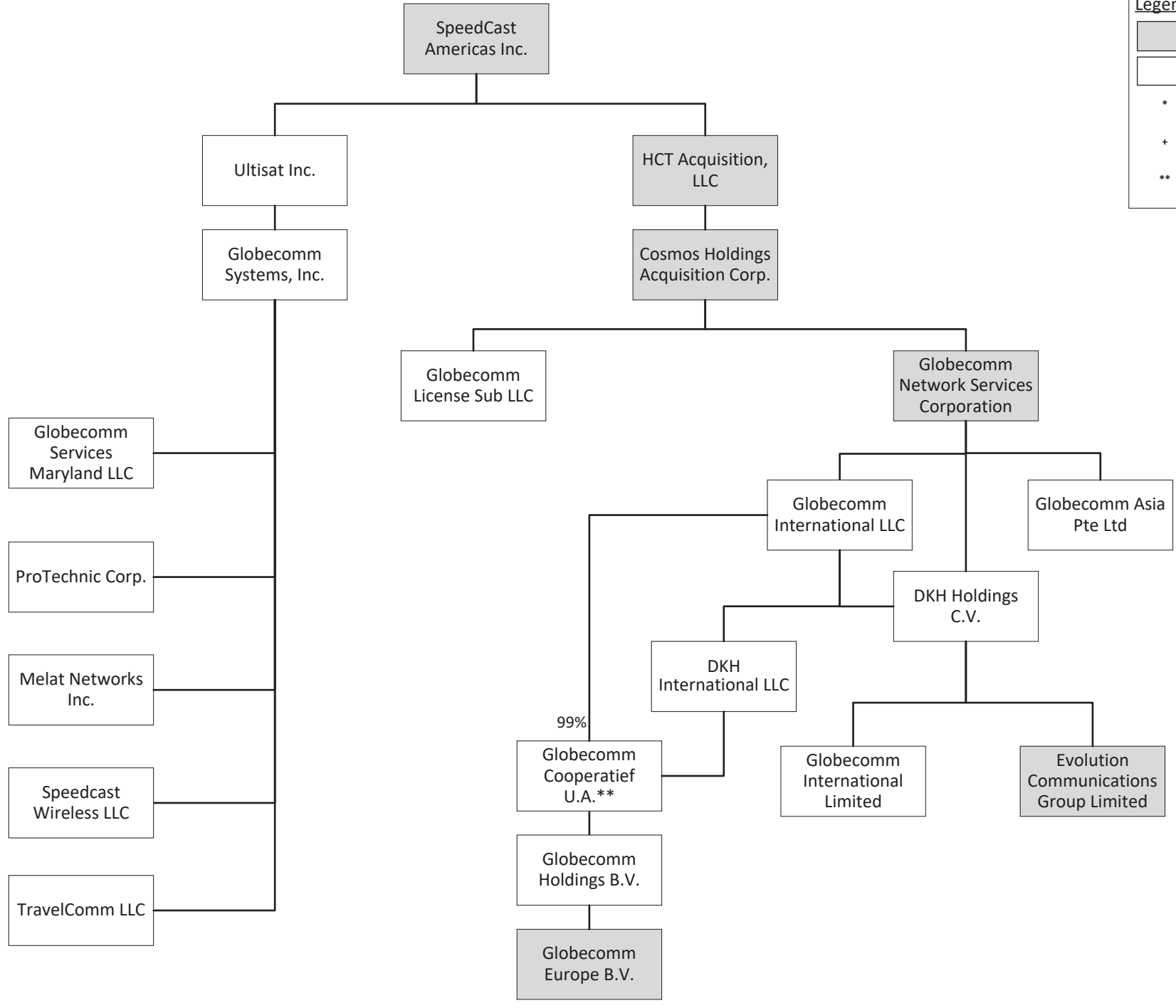
By: /s/ Michael Healy
Name: Michael Healy
Title: Chief Restructuring Officer

Exhibit B

Organizational Chart

Speedcast Group Structure
As of 22, April 2020





Legend

- Debtor Entity
- Non-Debtor Entity
- * Indicates that remaining or entire ownership interest is held by non-Speedcast entit(ies).
- + Indicates that one share of such entity is held by non-Speedcast entit(ies).
- ** Indicates that less than 2% of ownership interests are held by another Speedcast entity.

Exhibit C

Equity Commitment Agreement

AMENDED AND RESTATED EQUITY COMMITMENT AGREEMENT

AMONG

SPEEDCAST INTERNATIONAL LIMITED

AND

THE COMMITMENT PARTIES PARTY HERETO

Dated as of October 10, 2020

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EQUITY COMMITMENT AGREEMENT

This AMENDED AND RESTATED EQUITY COMMITMENT AGREEMENT (including exhibits and schedules attached hereto and incorporated herein, this “**Agreement**”) dated as of October 10, 2020 is made by and among Speedcast International Limited, a company registered in Victoria, Australia (the “**Company**” and together with its direct and indirect subsidiaries, the “**Company Group Entities**”) and the ultimate parent of each of the other Debtors (as defined below) (the Company together with the Debtors, the “**Company Parties**”) and the Commitment Parties set forth on **Schedule 1** hereto (as such list may be amended, supplemented or modified from time to time in accordance with Section 2 hereof) (each referred to herein, individually, as a “**Commitment Party**” and, collectively, as the “**Commitment Parties**”). The Company and each Commitment Party is referred to herein, individually, as a “**Party**” and, collectively, as the “**Parties**”.

WHEREAS, on April 23, 2020, the Company and certain of its subsidiaries set forth on **Schedule 2** (collectively, the “**Debtors**”) filed voluntary petitions for relief (the “**Chapter 11 Cases**”) under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. (the “**Bankruptcy Code**”), in the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”);

WHEREAS, the Parties have agreed to a restructuring of the Company’s capital structure and liabilities (the “**Restructuring**”) to be implemented through the joint plan of reorganization for the Debtors attached hereto as **Exhibit A** (as may be amended, supplemented, amended and restated or otherwise modified from time to time in a manner reasonably acceptable to the Required Commitment Parties (as defined below), the “**Plan**”). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Plan;

WHEREAS, on August 12, 2020, the Parties entered into an Equity Commitment Agreement (the “**Original Equity Commitment Agreement**”);

WHEREAS, the Parties desire to amend and restate the Original Equity Commitment Agreement in its entirety as set forth herein;

WHEREAS, the undersigned Commitment Parties constitute all of the Commitment Parties as of the date hereof;

WHEREAS, subject to the Bankruptcy Court’s entry of an order confirming the Plan (the “**Confirmation Order**”), consummation of the Plan, and satisfaction of the other conditions specified in Section 8 and Section 9 hereof, on the effective date of the Plan (the “**Plan Effective Date**”), a successor entity acting as the parent of the reorganized Company Group Entities (“**New Speedcast Parent**”) will offer and sell new common equity interests (the “**Direct Investment Shares**”, and such investment, the “**Direct Investment**”) representing 100% of the common equity interests of the New Speedcast Parent for an aggregate purchase price of \$500 million (such amount, the “**Aggregate Purchase Price**”), in accordance with the terms of this Agreement;

WHEREAS, in order to facilitate the Restructuring, the Plan and the Direct Investment, pursuant to this Agreement, and subject to the terms, conditions and limitations set forth herein, (A) the Company has agreed to consummate the Restructuring pursuant to the Plan and (B) each Commitment Party, severally and not jointly, has agreed to purchase from New Speedcast Parent, on the Plan Effective Date, the percentage of Direct Investment Shares allocated to such Commitment Party on Schedule 1 for an aggregate amount in cash equal to such percentage multiplied by the Aggregate Purchase Price (with respect to each Commitment Party, such Commitment Party's "**Funding Amount**"); and

WHEREAS, for purposes of this Agreement, "**Required Commitment Parties**" shall mean, subject to Section 19, those Commitment Parties holding at least 66 ⅔ % in aggregate amount of the Equity Commitments (as defined below) of all Commitment Parties as of the date on which the consent, waiver or approval is being solicited (excluding any Defaulting Commitment Parties (as defined below) and their corresponding Equity Commitments).

NOW, THEREFORE, in consideration of the foregoing, and the representations, warranties and covenants set forth herein, and for other good and valuable consideration, the Original Restated Equity Commitment Agreement is hereby amended and restated in its entirety and the Company and the Commitment Parties agree as follows:

Section 1. THE EQUITY COMMITMENTS.

(a) Subject to the conditions set forth in Section 8, each Commitment Party, severally and not jointly, agrees to purchase, in accordance with Section 1(b), the percentage of Direct Investment Shares allocated to such Commitment Party on Schedule 1 at the aggregate purchase price therefor (the "**Equity Commitments**"). The price per share ("**Price Per Share**") of each Direct Investment Share shall be calculated by taking \$500 million and dividing it by the number of Direct Investment Shares to be issued to the Commitment Parties at the Plan Effective Date.

(b) No later than ten (10) Business Days prior to the expected Plan Effective Date, the Company hereby agrees and undertakes to deliver to each Commitment Party by email delivery a written notice (the "**Commitment Funding Notice**") of (i) the number of Direct Investment Shares allocated to such Commitment Party and such Commitment Party's Funding Amount calculated in accordance with this Agreement; (ii) wire instructions for a segregated, escrow account of the Debtors or its agent held in an agreed upon, nationally recognized financial institution (the "**Escrow Account**") to which each Commitment Party shall deliver an amount equal to its Funding Amount; and (iii) the deadline for delivery of the Funding Amount, which shall be two (2) Business Days before the expected Plan Effective Date (the "**Commitment Funding Deadline**"). Each Commitment Party shall deliver and pay its applicable Funding Amount by wire transfer in immediately available funds into the Escrow Account by the Commitment Funding Deadline. If this Agreement is terminated pursuant to Section 12 or if the Plan Effective Date does not occur within five (5) Business Days following the Commitment Funding Deadline, the funds held in the Escrow Account shall be released to the

applicable Commitment Party, without any interest accrued thereon, promptly following such termination or such fifth (5th) Business Day. Notwithstanding the foregoing, (x) each Commitment Party may elect to net any cash it or its Affiliates are entitled to receive under the Plan on account of any claims against the Debtors (based on claims held as of two (2) Business Days prior to the Commitment Funding Deadline, as reasonably determined by such Commitment Party and the Company), (y) in the event any Commitment Party exercises such right, in lieu of delivering the Funding Amount in its entirety as provided herein, such Commitment Party shall be obligated to deliver the Funding Amount less any such netted amount by the Commitment Funding Deadline and (z) on the Plan Effective Date, notwithstanding anything to the contrary in the Plan, the Commitment Party shall be deemed to have delivered such netted amount to the Company in partial or full (as applicable) satisfaction of such Commitment Party's Funding Amount and the Company shall be deemed to have delivered such netted amount to such Commitment Party or its applicable Affiliate in partial or full (as applicable) satisfaction of such Commitment Party's or Affiliates entitlements under the Plan. For purposes of this Agreement, "**Business Day**" means any day of the year on which national banking institutions in New York City are open to the public for conducting business and are not required or authorized to close.

(c) On the Plan Effective Date, the Commitment Parties will purchase, and New Speedcast Parent will sell to the Commitment Parties, only such amount of Direct Investment Shares as is listed in the Commitment Funding Notice.

(d) Delivery of the Direct Investment Shares will be made by New Speedcast Parent to the respective Commitment Parties, on the Plan Effective Date, upon the release of the Funding Amount (less any amounts permitted to be netted therefrom pursuant to the penultimate sentence of Section 1(b) hereof) of each Commitment Party from the Escrow Account, upon which time such funds shall be delivered to New Speedcast Parent by wire transfer of immediately available funds to the account specified by New Speedcast Parent to the Commitment Parties at least twenty four (24) hours in advance.

Section 2. NO TRANSFERS. Each Commitment Party's Equity Commitment shall not be transferable directly or indirectly, in whole or in part. Notwithstanding the foregoing, a Commitment Party may assign its Equity Commitment to any fund, account (including any separately managed accounts) or investment vehicle that is controlled, managed, advised or sub-advised by such Commitment Party, an affiliate thereof or the same investment manager, advisor or subadvisor as such Commitment Party or an affiliate of such investment manager, advisor or subadvisor (each, a "**Related Fund**"); *provided* that such Related Fund shall, as a condition to such transfer, be required to deliver a joinder to this Agreement in the form attached as **Exhibit B** hereto (a "**Joinder**") (to the extent not then a Party hereto) and the assigning Commitment Party shall remain fully obligated for its Equity Commitment.

Section 3. COMMITMENT PARTY DEFAULT. Any Commitment Party that fails to timely fund its obligations pursuant to Section 1(b) or otherwise breaches any representation, warranty, covenant or agreement herein in a manner that would result in a failure of any condition set forth in Section 9 (a "**Defaulting Commitment Party**") after

written notice by the Company thereof and a one-Business Day opportunity to cure such default will be liable for its default or breach, and the parties hereto can enforce rights of money damages and/or specific performance upon the failure to timely fund or breach by the Defaulting Commitment Party. Each of the non-defaulting Commitment Parties shall have the right, but not the obligation, to assume, by notice to the Company and each Commitment Party by the earlier of the Plan Effective Date and two days following the expiration of such one-Business Day period, its *pro rata* share of such Defaulting Commitment Party's Equity Commitment, based on the proportion of its Direct Investment Shares to the aggregate amount of Direct Investment Shares of all non-defaulting Commitment Parties assuming such Defaulting Commitment Party's Direct Investment Shares.

Section 4. REPRESENTATIONS AND WARRANTIES OF THE COMPANY. Except as set forth on the Company Disclosure Schedules, the Company represents and warrants to, and agrees with, the Commitment Parties as set forth below. Except as set forth on the Company Disclosure Schedules, the representations and warranties in this Agreement shall in no way be affected by any knowledge or investigation of the subject matter thereof made by or on behalf of any Commitment Party. Except for representations, warranties and agreements that are expressly limited as to their date, each representation, warranty and agreement is made as of the date hereof.

(a) *Organization and Qualification.* Each of the Company Group Entities is duly incorporated or organized, validly existing and, if applicable, in good standing under the laws of its respective jurisdiction of incorporation or organization and has the requisite power and authority to own, lease and operate their respective properties and to carry on its business as now conducted. Each of the Company Group Entities is duly qualified or authorized to do business and, if applicable, is in good standing under the laws of each jurisdiction in which it owns or leases real property or in which the conduct of its business or the ownership of its properties requires such qualification or authorization, except where the failure to be so qualified, authorized or in good standing would not be reasonably likely to result in a Material Adverse Effect (as defined in Section 8(i) hereof).

(b) *Power and Authority.*

(i) The Company has the requisite corporate power and authority to enter into, execute and deliver this Agreement and any other agreements contemplated herein and, subject to entry of the Confirmation Order and consummation of the Plan, to perform its obligations hereunder and under any other agreements contemplated herein, including to issue the Direct Investment Shares. The Company has taken all necessary corporate action required for the due authorization, execution, delivery and performance by it of this Agreement and any other agreements contemplated herein, and subject to the entry of the Confirmation Order, will have taken all necessary corporate action required to perform its obligations hereunder and under any other agreements contemplated herein, including, to issue the Direct Investment Shares.

(ii) Prior to the Plan Effective Date, the Company will have taken all necessary corporate action required for the due authorization, execution, delivery and, and subject to the entry of the Confirmation Order, performance by it of the Plan.

(c) *Execution and Delivery.* This Agreement and any other agreements contemplated herein has been and will be, duly and validly executed and delivered by the Company, and, subject to entry of the Confirmation Order and consummation of this Agreement and any other agreements contemplated herein, constitutes or will constitute the valid and binding obligations of the Company, enforceable against the Company in accordance with their terms.

(d) *Reserved.*

(e) *Issuance.* As of the Plan Effective Date, the issuance of the Direct Investment Shares to be issued and sold by New Speedcast Parent to the Commitment Parties hereunder will have been duly and validly authorized and, when the Direct Investment Shares are issued and delivered to the Commitment Parties hereunder, will be duly and validly issued and outstanding, fully paid, non-assessable and free and clear of all Taxes, liens, pre-emptive rights, rights of first refusal, subscription and similar rights, except as set forth herein or created or otherwise imposed by any Commitment Party, and other than liens pursuant to applicable securities laws.

(f) *No Conflict.* Subject to entry of the Confirmation Order and consummation of the Plan, the sale, issuance and delivery of the Direct Investment Shares pursuant to the terms hereof, and the execution and delivery by the Company of this Agreement and compliance by it with all of the provisions hereof and thereof and the consummation of the transactions contemplated hereby and thereby: (i) will not conflict with or result in a breach or violation of, any of the terms or provisions of, or constitute a default under (with or without notice or lapse of time, or both), or result, except to the extent expressly provided in or contemplated by the Plan, in the acceleration of, or the creation of any lien under, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound or to which any of their properties or assets is subject; (ii) will not result in any violation of the provisions of the organizational documents of the Company; and (iii) assuming the accuracy of the Commitment Parties' representations and warranties in Section 5, except as set forth on Section 4(f) of the Company Disclosure Schedules, will not result in any violation of, or any termination or material impairment of any rights under, any statute or any license, authorization, injunction, judgment, order, decree, rule or regulation of any transnational, domestic or foreign federal, state or local governmental, regulatory or administrative authority, department, agency or official, including any political subdivision thereof including, without limitation, the Committee on Foreign Investment in the United States ("CFIUS") and the Defense Counterintelligence and Security Agency ("DCSA") or any federal, state, municipal, domestic or foreign court, arbitrator, or tribunal ("**Governmental Entity**") or body having jurisdiction over the Company or any of its subsidiaries or any of their respective properties, except in any such case described in clause (c) or clause

(iii), as would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

(g) *Consents and Approvals.* Assuming the accuracy of the Commitment Parties' representations and warranties in Section 5, no consent, approval, authorization, order, registration or qualification of or with any Governmental Entity having jurisdiction over the Company or any of its subsidiaries is required for the issuance, sale and delivery of the Direct Investment Shares to the Commitment Parties hereunder and the execution and delivery by the Company of this Agreement and performance of and compliance by them with all of the provisions hereof and thereof and the consummation of the transactions contemplated hereby and thereby, except (i) the entry of the Confirmation Order, (ii) filings, if any, pursuant to the HSR Act (as defined below) and the expiration or termination of all applicable waiting periods thereunder or any applicable notification, authorization, approval or consent under any other Antitrust Laws in connection with the transactions contemplated by this Agreement, (iii) consents, approvals and authorizations from the Federal Communications Commission, state public utility commissions and other similar Government Entities having jurisdiction over the assets, businesses, and operations of the Company and its Subsidiaries, (iv) the filing of any other corporate documents in connection with the transactions contemplated by this Agreement with applicable state filing agencies, (v) such consents, approvals, authorizations, registrations or qualifications as may be required under foreign securities laws, federal securities laws or state securities or Blue Sky laws in connection with the offer and sale of the Direct Investment Shares and, (vi) as set forth on Section 4(g) of the Company Disclosure Schedules, and (vii) such consents, approvals, authorizations, registrations or qualifications which are described or provided for in Section 8 or Section 9 or the absence of which would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

(h) *Reserved.*

(i) *Reserved.*

(j) *No Violation.* The Company and its subsidiaries are not, except as a result of the Chapter 11 Cases, in violation of any applicable law or statute or any judgment, order, rule or regulation of any Governmental Entity, except for any such default or violation that would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

(k) *Legal Proceedings.* Other than the Chapter 11 Cases and any adversary proceedings or contested motions commenced in connection therewith, and other than as set forth in the Disclosure Statement (as defined below), there are no legal, governmental or regulatory investigations, actions, suits or proceedings pending or, to the knowledge of the Company, threatened, in each case, to which the Company and its subsidiaries is or may be a party or to which any property of the Company and its subsidiaries is or may be the subject that, individually or in the aggregate would reasonably be expected to result in a Material Adverse Effect. For the purposes of this Agreement "knowledge of the

Company” shall mean the actual knowledge, after reasonable investigation, of Joe Spytek and Peter Myers.

(l) *No Broker’s Fees.* The Company is not a party to any contract, agreement or understanding with any person (other than this Agreement) that would give rise to a valid claim against it or the Commitment Parties for a brokerage commission, finder’s fee or like payment in connection with the offering and sale of the Direct Investment Shares.

(m) *Absence of Certain Changes.* Since May 31, 2020, no change, event, circumstance, effect, development, occurrence or state of facts has occurred or exists that have had or are reasonably expected to have, individually or in the aggregate, a Material Adverse Effect.

(n) *Environmental.* Except as to matters that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect: (i) no written notice, claim, demand, request for information, order, complaint or penalty has been received by the Company or any of its subsidiaries from any Governmental Entity, and there are no judicial, administrative or other actions, suits or proceedings pending or, to the knowledge of the Company, threatened which allege a violation of or liability under any Environmental Laws, in each case relating to the Company or any of its subsidiaries, (ii) the Company and each of its subsidiaries is in compliance with Environmental Law and has obtained, maintains in full force and effect, and is in compliance with all material permits, licenses and other approvals currently required under any Environmental Law for conduct of its business as presently conducted by the Company, and (iii) no Hazardous Materials have been released by the Company or any of its subsidiaries at any location in a manner that would reasonably be expected to give rise to any cost, liability or obligation of the Company or any of its subsidiaries under any Environmental Laws. For purposes of this Agreement, “**Environmental Law**” means all applicable foreign, federal, state and local conventions, treaties, protocols, laws, statutes, rules, regulations, ordinances, orders and decrees in effect on the date hereof relating in any manner to contamination, pollution or protection of the environment or exposure to hazardous or toxic substances, materials or wastes, and “**Hazardous Materials**” means all materials, substances, chemicals, or wastes (or combination thereof) that is listed, defined, designated, regulated or classified as hazardous, toxic, radioactive, dangerous, a pollutant, a contaminant, petroleum, oil, or words of similar meaning or effect under any Environmental Law.

(o) *Insurance.* Except as to matters that would not reasonably be expected to be, individually or in the aggregate, material to the Company and its subsidiaries, taken as a whole, the Company and each of its subsidiaries, as applicable, has insured its respective properties and assets against such risks and in such amounts as are customary for companies engaged in similar businesses and in similar jurisdictions. All premiums due and payable in respect of material insurance policies maintained by the Company and its subsidiaries have been paid, except as would not reasonably be expected to be, individually or in the aggregate, material to the Company and its subsidiaries, taken as a whole. As of the date hereof, to the knowledge of the Company, neither the Company nor any of its subsidiaries have received notice from any insurer or agent of such insurer with

respect to any material insurance policies of the Company or any of its subsidiaries of cancellation or termination of such policies, other than such notices which are received in the ordinary course of business or for policies that have expired in accordance with their terms.

(p) *Intellectual Property.* Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (i) the Company and its subsidiaries own, license or possess the right to use, all of the patents, patent rights, trademarks, service marks, trade names, copyrights, licenses, domain names, and any and all applications or registrations for any of the foregoing (collectively, “**Intellectual Property Rights**”) that are reasonably necessary for the operation of their respective businesses, without conflict with the rights of any other person, (ii) to the knowledge of the Company, neither the Company and its subsidiaries nor any Intellectual Property Right, proprietary right, product, process, method, substance, part, or other material now employed, sold or offered by the Company and its subsidiaries, is infringing upon, misappropriating or otherwise violating any valid Intellectual Property Rights of any person, and (iii) no claim or litigation regarding any of the foregoing is pending or, to the knowledge of the Company, threatened.

(q) *No Undisclosed Relationship.* Except for employment relationships and compensation, benefits and travel advances in the ordinary course of business, neither the Company nor any of its subsidiaries is a party to any agreement with, or involving the making of any payment or transfer of assets to, the Company, or any stockholder beneficially owning greater than 5% of the Company, officer, member, partner or director of the Company or any Affiliate of the Company.

(r) *Money Laundering Laws.* The operations of the Company are and have been at all times since August 12, 2015, conducted in compliance in all material respects with applicable financial recordkeeping and reporting requirements of the U.S. Currency and Foreign Transactions Reporting Act of 1970, the money laundering statutes of all jurisdictions in which the Company and its subsidiaries operate (and the rules and regulations promulgated thereunder) and any related or similar laws and there has been no material legal proceeding by or before any Governmental Entity involving the Company or any of its subsidiaries with respect to such laws is pending or, to the knowledge of the Company, threatened.

(s) *Sanctions Laws.* Neither the Company and its subsidiaries nor, to the knowledge of the Company, any of their respective directors, officers, employees or other persons acting on their behalf with express authority to so act are currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department. The Company and its subsidiaries will not directly or indirectly use the proceeds of the Direct Investment, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person, for the purpose of financing the activities of any person that, to the knowledge of the Company and its subsidiaries, is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department.

(t) *Foreign Corrupt Practices Act.* The Company has no knowledge of any actual or alleged material violations of the Foreign Corrupt Practices Act of 1977, as amended (“FCPA”), or any applicable anti-corruption or anti-bribery laws in any jurisdiction other than the United States, in each case since August 12, 2015 by the Company and its subsidiaries or any of their respective officers, directors, agents, distributors, employees or any other person acting on behalf of the Company or any of its subsidiaries.

(u) *Taxes.*

(i) Except as would not reasonably be expected to be, individually or in the aggregate, material to the Company and its subsidiaries, taken as a whole, the Company and each of its subsidiaries have paid, or will pay pursuant to the Plan, all material income, gross receipts, license, payroll, employment, excise, severance, occupation, premium, windfalls profits, customs duties, capital stock, franchise, profits, withholding, unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated or other taxes levied by a Governmental Entity, including interest and penalties thereon (“Taxes”) imposed on it or its assets, business or properties, except Taxes (i) that are being contested in good faith by appropriate proceedings and for which each of the Company and its subsidiaries (as the case may be) has set aside adequate reserves on the financial statements or (ii) that the nonpayment thereof is required or permitted by the Bankruptcy Code or, to the extent not yet due, that have been accrued and fully provided for in accordance with IFRS. Except as would not reasonably be expected to be, individually or in the aggregate, material to the Company and its subsidiaries, taken as a whole, the Company and each of its subsidiaries has timely filed all income and other returns, information statements or reports required to be filed with any Governmental Entity with respect to Taxes.

(ii) As of the date hereof, with respect to the Company and its subsidiaries, other than in connection with the Chapter 11 Cases and other than Taxes or assessments that are being contested in good faith by appropriate proceedings and for which adequate reserves have been established on the financial statements, there is no outstanding audit, assessment, dispute or claim concerning any material Tax liability of the Company and its subsidiaries (taken as a whole), and the Company and its subsidiaries have not received from any Governmental Entity any written notice regarding any contemplated or pending audit, examination or other administrative proceeding or court proceeding concerning any material amount of Taxes.

(iii) The Company and its subsidiaries have no liability for any material amount of Taxes of any other person or entity, either by operation of law, by contract or as a transferee or successor. The Company and its subsidiaries are not a party to any material Tax allocation or Tax sharing agreement with any third party (other than an agreement entered into in the ordinary course of business

consistent with past practice or the principal purpose of which is not the sharing, assumption or indemnification of Tax).

(iv) None of the Company and any of its subsidiaries has been either a “distributing corporation” or a “controlled corporation” in a distribution occurring during the last five years in which the parties to such distribution treated the distribution as one to which Section 355(a) of the Internal Revenue Code of 1986, as amended, is applicable.

(v) Neither the consummation of the Plan nor the issuance of New Equity Investment Shares will result in any material degrouping charges for tax purpose with respect to the Company or its subsidiaries.

(v) *Title to Property.*

(i) *Personal Property.* Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (A) the Company and its subsidiaries have good title to, free and clear of any and all Liens (other than Permitted Liens) or a valid leasehold interest in, all personal properties, machinery, equipment and other tangible assets of the business necessary for the conduct of the business as presently conducted by the Company and its subsidiaries and (B) such properties, (x) are in the possession or control of the Company or its subsidiaries; and (y) are in good and operable condition and repair, reasonable wear and tear excepted. For purposes of this Agreement, “**Liens**” and “**Permitted Liens**” shall have the respective meanings given to those terms in the DIP Credit Agreement (as defined in the Plan).

(ii) *Leased Real Property.* The Company and its subsidiaries have complied with all obligations under all leases to which it is a party that have not been rejected in the Chapter 11 Cases, except where the failure to comply would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, and all such leases are in full force and effect (except to the extent subject to applicable to bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, and similar laws affecting creditors’ rights generally and to general principles of equity), except leases in respect of which the failure to be in full force and effect would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. The Company and its subsidiaries enjoy peaceful and undisturbed possession under all such leases, other than leases in respect of which the failure to enjoy peaceful and undisturbed possession would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(w) *Labor Relations.* There is no labor or employment-related legal proceeding pending or, to the knowledge of the Company, threatened against the Company or any of its subsidiaries, by or on behalf of any of their respective employees or such employees’ labor organization, works council, workers’ committee, union representatives or any other type of employees’ representatives appointed for collective bargaining purposes, or

by any Governmental Entity having jurisdiction over the Company or any of its subsidiaries or any of their respective properties or employees, that has had or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(x) *Licenses and Permits.* The Company and its subsidiaries possess all licenses, certificates, permits and other authorizations issued by, and have made all declarations and filings with, the appropriate Governmental Entities that are necessary for the ownership or lease of their respective properties and the conduct of their business as presently conducted by the Company and its subsidiaries, in each case, except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, the Company and its subsidiaries (i) have not received written notice of any revocation or modification of any such license, certificate, permit or authorization or (ii) have no reason to believe that any such license, certificate, permit or authorization will not be renewed in the ordinary course.

(y) *Material Contracts.* All Material Contracts are valid, binding and enforceable by and against the Company and its subsidiaries, as applicable (except to the extent enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, and similar laws affecting creditors' rights generally and to general principles of equity), except where the failure to be valid, binding or enforceable would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, and no written notice to terminate, in whole or part, any Material Contract has been delivered to the Company and its subsidiaries except where such termination would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Other than as a result of the filing of the Chapter 11 Cases, neither the Company and its subsidiaries nor, to the knowledge of the Company and its subsidiaries, any other party to any Material Contract, is in default or breach under the terms thereof except (x) as set forth on Section 4(bb) of the Company Disclosure Schedules, or (y) in each case, for such instances of default or breach that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. For purposes of this Agreement, "**Material Contract**" means any contract necessary for the operation of the business of the Company and its subsidiaries as presently conducted by the Company and its subsidiaries that is a "material contract" (as such term is defined in Item 601(b)(10) of Regulation S-K or required to be disclosed on a current report on Form 8-K).

(z) *No Undisclosed Material Liabilities.* There are no liabilities or obligations of the Company or any of its subsidiaries of any kind whatsoever, whether accrued, contingent, absolute, determined or determinable, other than: (i) liabilities or obligations disclosed and provided for in the Financial Statements (as defined below), (ii) liabilities or obligations incurred in the ordinary course of business since the Reference Date (as defined below) or (iii) liabilities or obligations which would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(aa) *Financial Statements.* The financial statements and the related notes thereto of the Company and its consolidated subsidiaries for the year ending December 31, 2019 and the interim period ending May 31, 2020 (the “**Reference Date**”) provided to the Commitment Parties prior to the date hereof (the “**Financial Statements**”) present fairly in all material respects the consolidated financial position of the Company and its subsidiaries as of the dates indicated and the results of their operations and their cash flows for the periods specified. Such financial statements have been prepared in conformity with IFRS as applied on a consistent basis throughout the periods covered thereby (except as disclosed therein).

(bb) *No representations or warranties by the Company or Australian Administrators.* Except for the representations and warranties expressly set forth in this Section 4 (as modified by the Disclosure Schedules), neither the Company, New Speedcast Parent, the Australian Administrator nor any other person has made, makes or shall be deemed to make any other representation or warranty of any kind whatsoever, express or implied, written or oral, at law or in equity, on behalf of the Company or any other Company Group Entities or any of their respective Affiliates, including any representation or warranty regarding the Company or any other Company Group Entities or any other person, the transactions contemplated by this Agreement or any other matter, and the Company hereby disclaims all other representations and warranties of any kind whatsoever, express or implied, written or oral, at law or in equity, whether made by or on behalf of the Company or any other person, including any of their respective directors, officers, employees, advisors, agents, consultants, attorneys, accountants, financial advisors or other representatives (collectively, in respect of a person, such person’s “**Representatives**”). Except for the representations and warranties expressly set forth in this Section 4 (as modified by the Disclosure Schedules), the Company hereby (a) disclaims and negates any representation or warranty, expressed or implied, at common law, by statute, or otherwise, relating to the condition of the Company Group Entities and any of their respective assets, and (b) disclaims all liability and responsibility for all projections, forecasts, estimates, financial statements, financial information, appraisals, statements, promises, advice, data or information made, communicated or furnished (orally or in writing, including electronically) to the Commitment Parties or any of their Affiliate, Related Funds or Representatives (including any opinion, information, projection, or advice that may have been or may be provided to a Commitment Party by any Representative of the Company Group Entities), including omissions therefrom. Without limiting the foregoing, the Company make no representation or warranty of any kind whatsoever, express or implied, written or oral, at law or in equity, to the Commitment Parties or any of their Affiliates, Related Funds or any Representatives regarding the probable success, profitability or value of the Company Group Entities. For the purposes of this Agreement, (i) “**Affiliate**” means, with respect to any specified person, any other person that, at the time of determination, directly or indirectly through one or more intermediaries, Controls, is Controlled by or is under common Control with such specified person (other than a portfolio company of such person or any entity controlled by such portfolio company), and (ii) “**Control**” means, as to any person, the power to direct or cause the direction of the management and policies of such person, whether through the ownership of voting securities, by contract or otherwise.

Section 5. REPRESENTATIONS AND WARRANTIES OF THE COMMITMENT PARTIES. Each of the Commitment Parties, severally and not jointly, represents and warrants to, and agrees with, the Company as set forth below. Each representation, warranty and agreement is made as of the date hereof.

(a) *Formation.* Such Commitment Party has been duly organized or formed, as applicable, and is validly existing as a corporation or other entity in good standing under the applicable laws of its jurisdiction of organization or formation.

(b) *Power and Authority.* Such Commitment Party has the requisite power and authority to enter into, execute and deliver this Agreement and to perform its obligations hereunder and has taken all necessary action required for the due authorization, execution, delivery and performance by it of this Agreement.

(c) *Execution and Delivery.* This Agreement has been duly and validly executed and delivered by such Commitment Party and constitutes its valid and binding obligation, enforceable against such Commitment Party in accordance with its terms.

(d) *Securities Laws Compliance.* The Direct Investment Shares will not be offered for sale, sold or otherwise transferred by such Commitment Party except pursuant to an effective registration statement under the Securities Act of 1933 and the rules and regulations of the SEC thereunder (the “**Securities Act**”) or in a transaction exempt from or not subject to registration under the Securities Act and in accordance with any applicable state securities laws.

(e) *Purchase Intent.* Such Commitment Party is acquiring the Direct Investment Shares for its own account or for the accounts for which it is acting as investment advisors or manager, and not with a view to distributing or reselling such Direct Investment Shares or any part thereof. Such Commitment Party understands that such Commitment Party must bear the economic risk of this investment, and further understands that it is not currently contemplated that any Direct Investment Shares will be registered.

(f) *Investor Status.* Such Commitment Party is (i) an “accredited investor” (as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act) or a qualified institutional buyer within the meaning of Rule 144A of the Securities Act and (ii) a “professional investor” within the meaning of the Corporations Act 2001 (Cth) (the “**Corporations Act**”). Such Commitment Party understands that the Direct Investment Shares are being offered and sold to such Commitment Party in reliance upon specific exemptions from the registration requirements of United States federal and state securities laws and that each of the Company and New Speedcast Parent is relying upon the truth and accuracy of, and such Commitment Party’s compliance with, the representations, warranties, agreements, acknowledgments and understandings of such Commitment Party set forth herein in order to determine the availability of such exemptions and the eligibility of such Commitment Party to acquire such securities. Such Commitment Party has such knowledge and experience in financial and business matters such that it is capable of evaluating the merits and risks of its investment in the Direct

Investment Shares. Such Commitment Party understands and is able to bear any economic risks associated with such investment (including the necessity of holding such shares for an indefinite period of time). Except for the representations and warranties expressly set forth in this Agreement, such Commitment Party has independently evaluated the merits and risks of its decision to enter into this Agreement and disclaims reliance on any representations or warranties, either express or implied, by or on behalf of the Company, the Debtors or New Speedcast Parent. Such Commitment Party acknowledges that it has been afforded the opportunity to ask questions and receive answers concerning the Company Group Entities, New Speedcast Parent and their businesses and operations, and to obtain additional information that it has requested to verify the accuracy of the information contained herein.

(g) *No Conflict.* Assuming the consents referred to in clause 5(h) are obtained, the execution and delivery by such Commitment Party of this Agreement, the compliance by such Commitment Party with all provisions hereof and the consummation of the transactions contemplated hereunder (i) will not result in any violation of the provisions of the organizational documents of such Commitment Party; and (ii) assuming the accuracy of the Company's representations and warranties in Section 4, will not result in any violation of, or any termination or material impairment of any rights under, any statute or any license, authorization, injunction, judgment, order, decree, rule or regulation of any Governmental Entity having jurisdiction over such Commitment Party or any of their properties, except in any such case described in clause (ii), as would not, individually or in the aggregate, reasonably be expected to result in a material adverse effect on the ability of such Commitment Party to perform its obligations under this Agreement.

(h) *Consents and Approvals.* Assuming the accuracy of the Company's representations and warranties in Section 4, no consent, approval, authorization, order, registration or qualification of or with any Governmental Entity having jurisdiction over such Commitment Party or any of its properties is required for the purchase of the Shares by the Commitment Parties hereunder and the execution and delivery by such Commitment Party of this Agreement and performance of and compliance by it with all of the provisions hereof and thereof (and the consummation of the transactions contemplated hereby and thereby), except (i) the entry of the Confirmation Order, (ii) filings, if any, pursuant to the HSR Act and the expiration or termination of all applicable waiting periods thereunder or any applicable notification, authorization, approval or consent under any other Antitrust Laws in connection with the transactions contemplated by this Agreement, (iii) consents, approvals and authorizations from the Federal Communications Commission, state public utility commissions and other similar Government Entities having jurisdiction over the assets, businesses, and operations of the Company and its Subsidiaries; (iv) the filing of any other corporate documents in connection with the transactions contemplated by this Agreement with applicable state filing agencies, (v) such consents, approvals, authorizations, registrations or qualifications as may be required under foreign securities laws, federal securities laws or state securities or Blue Sky laws in connection with the offer and sale of the Direct Investment Shares, (vi) as set forth on Section 4(g) of the Company Disclosure

Schedules, and (vii) such consents, approvals, authorizations, registrations or qualifications which are described or provided for in Section 8 or Section 9 or the absence of which would not, individually or in the aggregate, reasonably be expected to result in a material adverse effect on the ability of such Commitment Party to perform its obligations under this Agreement.

(i) *Sufficiency of Funds.* As of the date hereof, such Commitment Party has access to sufficient immediately available funds and/or capital commitments, and as of the Commitment Funding Deadline such Commitment Party will have sufficient immediately available funds, to make and complete the payment of the aggregate purchase price for Direct Investment Shares on or prior to the Commitment Funding Deadline.

(j) *No Brokers Fee.* Such Commitment Party is not a party to any contract with any person that would give rise to a valid claim against any of the Debtors for a brokerage commission, finder's fee or like payment in connection with the Direct Investment or the sale of the Direct Investment Shares.

(k) *Due Diligence Investigation.* Such Commitment Party acknowledges and represents and warrants to the Company that:

(i) such Commitment Party (a) has completed such inquiries and investigations as it has deemed appropriate into, and, based thereon, has formed an independent judgment concerning, the Company Group Entities and the transactions contemplated by this agreement, and (b) has been furnished with, or given access to, all such projections, forecasts, estimates, appraisals, statements, promises, advice, data or information about the Company Group Entities sufficient to make the agreements hereunder. Such Commitment Party further acknowledges and agrees that (x) the only representations and warranties made by the Company are the representations and warranties expressly set forth in Section 4 (as modified by the Disclosure Schedules) and such Commitment Party has not relied upon any other express or implied representations, warranties or other projections, forecasts, estimates, appraisals, statements, promises, advice, data or information made, communicated or furnished by or on behalf of the Company Group Entities or any of their respective Affiliates or Representatives, including any projections, forecasts, estimates, appraisals, statements, promises, advice, data or information made, communicated or furnished by or through the Company's financial professional advisors, or management presentations, data rooms (electronic or otherwise) or other due diligence information, and that such Commitment Party will not have any right or remedy arising out of any such other representation, warranty or other projections, forecasts, estimates, appraisals, statements, promises, advice, data or information and (y) any claims such Commitment Party may have for breach of any representation or warranty shall be based solely on the representations and warranties of Seller expressly set forth in Section 4 (as modified by the Disclosure Schedules).

(ii) entry by such Commitment Party into this Agreement is as a result of, and in reliance solely upon (i) such Commitment Party's and its Representatives' knowledge, experience, enquiries and advice concerning the Company Group Entities; and (ii) such Commitment Party's due diligence inquiries and investigations, and without the benefit of any inducement, representation or warranty from any Company Group Entity, the Australian Administrators or their respective Representatives (irrespective of whether or not the due diligence investigation was as full or as exhaustive as such Commitment Party would have wished) other than those expressly set out in this Agreement;

(iii) other than as set out in this Agreement, none of the Company Group Entities, the Australian Administrators or their respective Representatives: (i) has made or makes any representation or warranty as to the accuracy or completeness of any information provided by the Company or any other Company Group Entity, the Australian Administrators or their respective Representatives to such Commitment Party or its Representatives in connection with this Agreement; (ii) accepts any duty of care in relation to such Commitment Party or its Representatives in respect of any such information; or (iii) will be liable to such Commitment Party or its Representatives if, for whatever reason, any information provided by a Company Group Entity, the Australian Administrators or their respective Representatives to such Commitment Party or its Representatives is or becomes inaccurate, incomplete or misleading in any way;

(iv) except as set out in this Agreement, all warranties and representations on the part of the Company and any other Company Group Entities, whether express or implied, statutory or otherwise (including under the *Competition and Consumer Act 2010* (Cth) or the Corporations Act) are, to the fullest extent permitted by law, expressly excluded and the Company Group Entities and the Australian Administrators disclaim all liability in relation to them to the fullest extent permitted by law (on its own behalf and on behalf of the Australian Administrators and their respective Representatives); and

(v) the information provided to such Commitment Party or its Representatives in connection with the Company Group Entities, the Australian Administrators or this Agreement (i) has not been verified, analyzed, audited, tested, assessed or reviewed by any Company Group Entity, the Australian Administrators or their respective Representatives, and (ii) may not constitute all information which may be required by it to make an assessment of the Company Group Entities or any of the transactions contemplated by this Agreement.

Section 6. ADDITIONAL COVENANTS OF THE COMPANY. The Company agrees with the Commitment Parties as follows:

(a) *Plan and Disclosure Statement.* The Company shall, and shall cause the other Debtors to:

(i) file with the Bankruptcy Court, no later than one (1) Business Day following the date hereof, the Plan in the form attached hereto as Exhibit A and a related disclosure statement (the “**Disclosure Statement**”) on terms consistent with this Agreement and the Plan, and in each case otherwise in form and substance reasonably acceptable to the Required Commitment Parties and the Company;

(ii) use reasonable best efforts to obtain the entry of an order by the Bankruptcy Court, in form and substance reasonably acceptable to the Company and the Required Commitment Parties, approving the Disclosure Statement on a conditional basis (the “**Disclosure Statement Order**”) as soon as practicable; and

(iii) use reasonable best efforts to obtain the entry of a Confirmation Order by the Bankruptcy Court, in form and substance reasonably acceptable to the Required Commitment Parties and the Company.

The Company will provide to the Commitment Parties and their counsel a draft copy of the Plan, the Disclosure Statement, the Disclosure Statement Order and the Confirmation Order and a reasonable opportunity to review and comment on such documents and orders prior to the same being filed with the Bankruptcy Court.

(b) *Support of the Plan.* The Company and the Debtors, as applicable, shall (i) negotiate in good faith the terms of the Disclosure Statement Order and the Confirmation Order and such other agreements, documents, motions or filings necessary to implement the Restructuring, and (ii) support and make commercially reasonable efforts to (A) obtain the entry of the Confirmation Order, and (B) take all other actions required under the terms of this Agreement and, once filed, the Plan, consistent with the Bankruptcy Code, the Bankruptcy Rules and the Plan.

(c) [RESERVED]

(d) [RESERVED]

(e) [RESERVED]

(f) *Restructuring Transactions; Restructuring Documents.* The Company shall negotiate in good faith and otherwise use its reasonable best efforts to agree upon, enter into and make effective such agreements, instruments, documents, motions and/or filings as may be necessary or advisable to effectuate the Litigation Trust, the Restructuring, the Corporate Restructuring, the Restructuring Steps, the Restructuring Transactions, and the organizational form, tax classification and tax residence of the Reorganized Debtors and New Speedcast Parent (in each case, as defined in the Plan) and the other terms of the Plan (collectively, the “**Restructuring Documents**”), on terms consistent in all material respects with this Agreement and the Plan and otherwise in form and substance reasonably acceptable to the Required Commitment Parties and the Company.

(g) *Consultation and Cooperation.* The Company will, and will cause the other Company Parties to, deliver to Wachtell, Lipton, Rosen & Katz and any other counsel to a Commitment Party (to the extent practicable) as soon as available but no later than two Business Days prior to filing, copies of all proposed non-ministerial or non-administrative pleadings, motions, applications, orders and other documents to be filed by or on behalf of the Company Parties with the Bankruptcy Court in the Chapter 11 Cases, and shall consult in good faith with Wachtell, Lipton, Rosen & Katz and any other counsel to a Commitment Party and the other advisors to the Commitment Parties regarding the form and substance of any such document. The Disclosure Statement Order, the Confirmation Order, the other Restructuring Documents shall be in form and substance reasonably acceptable to the Required Commitment Parties and the Company.

(h) *Share Legend.* Each certificate evidencing Direct Investment Shares issued hereunder and each certificate issued in exchange for or upon the transfer of any such shares, shall be stamped or otherwise imprinted with a legend (the “**Legend**”) in substantially the following form:

“THE SECURITIES REPRESENTED BY THIS CERTIFICATE WERE ORIGINALLY ISSUED ON [DATE OF ISSUANCE], HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”), OR ANY OTHER APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR AN AVAILABLE EXEMPTION FROM REGISTRATION THEREUNDER.”

In the event that any such Direct Investment Shares are uncertificated, such Direct Investment Shares shall be subject to a restrictive notation substantially similar to the Legend in the stock ledger or other appropriate records maintained by New Speedcast Parent or agent and the term “Legend” shall include such restrictive notation. New Speedcast Parent shall remove the Legend (or restrictive notation, as applicable) set forth above from the certificates evidencing any such Direct Investment Shares (or the share register or other appropriate New Speedcast Parent records, in the case of uncertificated shares), upon request, at any time after the restrictions described in such Legend cease to be applicable, including, as applicable, when such Direct Investment Shares may be sold under Rule 144 of the Securities Act. New Speedcast Parent may reasonably request such certificates or other factual evidence that such restrictions no longer apply as a condition to removing the Legend.

(i) *Approvals.* Except as set forth in this Agreement or with the prior written consent of the Required Commitment Parties, during the period from the date of this Agreement to the earlier of the Plan Effective Date and the date on which this Agreement is terminated in accordance with its terms, the Company shall, and shall (to the extent applicable) cause the other Company Group Entities to, use reasonable best efforts to take all actions and prepare and file as promptly as practicable (but in no event (x) earlier than is advised by the Company’s regulatory counsel or (y) later than the date that is three weeks following the Plan Sponsor Selection Date (as defined in the Plan Sponsor Selection Procedures) or at such later date as mutually reasonably agreed by the

Company and the Required Commitment Parties) all necessary filings (or drafts thereof) (including by reasonably cooperating with the Commitment Parties as to the content of such filings; *provided* that the Company shall be entitled to redact or designate as outside-counsel only any competitively sensitive information or information relating to valuation) and to effect all applications that are necessary or advisable in connection with seeking any approval, clearance, exemption or authorization from any Governmental Entity, including without limitation, DCSA, CFIUS, ASIC (if applicable) and ASX, and under any Antitrust Laws including the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder (the “**HSR Act**”), so as to consummate and make effective the Restructuring or to otherwise waive the requirement for the Company to obtain shareholder approval, including the transactions contemplated by this Agreement no later than the Outside Date. To the extent permitted by applicable law, the Company shall promptly notify the Commitment Parties (and furnish to them copies of, if requested) of any communications from Governmental Entities and shall not participate in any meeting or discussion with any such authority unless it consults with Wachtell, Lipton, Rosen & Katz and any other counsel to a Commitment Party, on behalf of the Commitment Parties, in advance to the extent permitted by applicable law and gives Wachtell, Lipton, Rosen & Katz and any other counsel to a Commitment Party, on behalf of the Commitment Parties, reasonable prior notice of the meeting or discussion and the opportunity to attend and participate thereat. The Company shall not, and shall cause the other Company Group Entities not to, take any action that impedes or materially delays, or is reasonably likely to materially impede or delay, the ability of the Parties to obtain any necessary approvals required for the transactions contemplated by this Agreement by the Outside Date. The Company shall, and shall cause the other Company Group Entities to, take any and all necessary steps to resolve as soon as reasonably practicable any inquiry or investigation by any Government Entity relating to the transactions contemplated by this Agreement. In connection with any such inquiry or investigation, the Company further agrees to supply as promptly as reasonably practicable any additional information and documentary material that may be requested or required pursuant to applicable law, including any Antitrust Law. The Company shall not withdraw their HSR Act filings, or any filings necessary to consummate the transactions contemplated by this Agreement, enter into any agreements to extend any HSR Act waiting period or enter into any agreements not to consummate or delay consummation of the transactions contemplated by this Agreement without the prior written consent of the Required Commitment Parties, other than as contemplated in Section 12(a) of this Agreement. Notwithstanding the foregoing, the Company shall not, and shall cause the other Company Group Entities not to, make, agree to or accept any offer, acceptance or counter-offer with any Governmental Entity with respect to any proposed settlement, consent decree, commitment or remedy, except as specifically agreed to with the Required Commitment Parties. For purposes of this Agreement, “**Antitrust Laws**” means the HSR Act, the Sherman Act, as amended, the Clayton Act, as amended, the Federal Trade Commission Act, as amended, and all other applicable laws that are designed or intended to prohibit, restrict or regulate actions or transactions having the purpose or effect of monopolization or restraint of trade or lessening of competition through merger or acquisition or effectuating foreign investment.

(j) *Conduct of Business.* Before and through the Plan Effective Date, except as (A) expressly set forth herein, (B) expressly provided in the Plan, any order entered by the Bankruptcy Court or in connection with the Australian Insolvency Proceedings, or (C) with the express written consent of the Required Commitment Parties (such consent not to be unreasonably withheld, conditioned or delayed), the Company shall, and shall cause the other Company Group Entities to, (i) except to the extent inconsistent with the Bankruptcy Code or the DIP Credit Agreement, carry on its business in the ordinary course based on historical practices and the operations contemplated in the Company's existing business plan (as may be updated in the ordinary course from time to time with the consent of the Required Commitment Parties), (ii) preserve intact their current business organization (including by not taking or failing to take any action that would cause a change to the tax status or classification of any Company Group Entity), (iii) use commercially reasonable efforts to keep available the services of their current executive officers and key employees, and (iv) use commercially reasonable efforts to preserve their relationships with material customers, suppliers, licensors, licensees, distributors and others having material business dealings with the Company Group Entities. Notwithstanding anything to the contrary contained herein, any action taken, or omitted to be taken, by the Company or any other Company Group Entity (a) in connection with the Australian Insolvency Proceedings or any other insolvency process in any jurisdiction in relation to the Company Group Entities, in each case, as may be necessary or advisable to effect the Restructuring or (b) any action taken, or omitted to be taken, by the Company Group Entities pursuant to any law, directive, pronouncement or guideline providing for business closures, "sheltering-in-place" or other restrictions that relates to, or arises out of, the COVID-19 pandemic (collectively, a "**COVID-19 Response**") shall in no event constitute a breach of this Section 6(j).

(k) *Access to Information.* The Company shall (i) afford the Commitment Parties and their respective representatives upon reasonable request and reasonable notice, from the period commencing on the date hereof and through the Plan Effective Date, reasonable access, during normal business hours and without unreasonable disruption or interference with the Company's business or operations, to the Company's employees, advisors, properties, books, contracts and records and (ii) during such period, furnish promptly to such parties all reasonable information concerning the Company's business, properties and personnel and Tax profile, including the Tax structure and Tax attributes of the Company Group Entities, as may reasonably be requested by any such party, and directly related to a stated purpose for such request, including tax and financial analyses conducted by the Company and its advisors to the extent such analyses may be relevant to the Commitment Parties' Direct Investment and participation in the transactions contemplated by this Agreement and (iii) during such period, keep the Commitment Parties reasonably informed of any pending or threatened legal, governmental or regulatory investigations, actions, suits or proceedings and any internal investigations relating to any potential or alleged violation of any applicable law or statute or any judgment, order, rule or regulation of any Governmental Entity; *provided* that the foregoing shall not require the Company (x) to permit any inspection, or to disclose any information, that in the reasonable judgment of the Company would cause the Company to violate any of its obligations with respect to confidentiality to a third

party, (y) to disclose any legally privileged or commercially sensitive information of the Company or (z) to violate any applicable laws or orders; *provided, further*, that in such instances the Company shall to the extent permitted by applicable laws inform the Commitment Parties of the general nature of the information being withheld and, if a Commitment Party requests, exercise commercially reasonable efforts to provide such information, in whole or in part, in a manner that would not result in any of the outcomes described in preceding proviso; *provided, further*, that the Commitment Parties shall, as a condition to such access, enter into customary access letters at the request of the Company and its advisors. Notwithstanding anything to the contrary contained herein, the Company shall be deemed not to have violated or breached this Section 6(k) to the extent such breach is the consequence of actions reasonably taken by the Company in connection with a COVID-19 Response; provided, that the Company shall, to the extent legally permissible, reasonably necessary and practicable, make appropriate substitute arrangements.

(l) *Further Assurances.* Without in any way limiting any other obligation of the Company in this Agreement, the Company shall use commercially reasonable efforts to take or cause to be taken all actions, and do or cause to be done all things, reasonably necessary, and as any Commitment Party may reasonably request, in order to consummate and make effective the transactions contemplated by this Agreement. The Company furthermore agrees that it shall perform, and cause the other Company Group Entities to perform, any and all of its covenants, agreements and obligations under this Agreement and not take any actions that would be inconsistent with such obligations.

(m) [RESERVED]

(n) *Appointment of Australian Administrators.* The Parties hereby acknowledge and agree that, after the date hereof, the Company may appoint one or more administrators of the Company (an “**Australian Administrator**”), *provided* that prior to the appointment of an Australian Administrator, the Company shall consult in good faith with the Commitment Parties regarding the necessity and desirability of such appointment; *provided, however*, that such consultation shall not be deemed to constrain the free exercise of business judgment by the board of directors of the Company in accordance with their fiduciary duties. The Parties agree to (i) cooperate with, and take all measures reasonably necessary to support, any such appointment of an Australian Administrator, (ii) that the terms of this Agreement concerning or otherwise applicable to an “**Australian Administrator**” shall apply as between the Parties with respect to such Australian Administrator following any such appointment, and (iii) take all steps reasonably necessary to effect and support a deed of company arrangement or other arrangements satisfactory to such Australian Administrators giving effect to the Plan.

(o) *Plan Sponsor Selection Procedures; Notice.* This Agreement is subject to approval by the Bankruptcy Court and the consideration by the Company of higher or better competing bids in respect of all of the Company and its subsidiaries (each a “**Competing Plan Proposal**”). From the date hereof (and any prior time) and until the Plan Sponsor Selection Date, the Company is permitted to and to cause its Representatives and Affiliates to, initiate contact with, solicit or encourage submission of

any inquiries, proposals or offers by, any Person (in addition to the Commitment Parties and their Affiliates and Representatives) in connection with a Competing Plan Proposal. In addition, the Company shall have the responsibility and obligation to respond to any inquiries or offers for a Competing Plan Proposal and perform any and all other acts related thereto which are required under the Bankruptcy Code, the Plan Sponsor Selection Process (as defined in the Plan) or other applicable Law, including supplying information relating to the Company to prospective bidders. Until the earlier to occur of the termination of this Agreement and the date of the Confirmation Hearing, the Company shall provide copies of any Competing Plan Proposals to the Commitment Parties in accordance with the terms of the Plan Sponsor Selection Process.

Section 7. **ADDITIONAL COVENANTS OF THE COMMITMENT PARTIES.** Each of the Commitment Parties agrees, severally and not jointly, with the Company and each other Commitment Party:

(a) *Approvals.* Except as set forth in this Agreement or with the prior written consent of the Company, during the period from the date of this Agreement to the earlier of the Plan Effective Date and the date on which this Agreement is terminated in accordance with its terms, each Commitment Party shall use reasonable best efforts to take all actions and prepare and file as promptly as practicable (but in no event (x) earlier than is advised by the Company's regulatory counsel or (y) later than the date that is three weeks following the Plan Sponsor Selection Date (as defined in the Plan Sponsor Selection Procedures) or at such later date as mutually reasonably agreed by the Company and the Required Commitment Parties) all necessary filings (or drafts thereof) (including by reasonably cooperating with the Company and each other Commitment Party as to the contents of such filings; *provided* that the Commitment Parties shall be entitled to redact or designate as outside-counsel only any competitively sensitive information, information relating to valuation, or confidential information related to their respective investors) and to effect all applications that are necessary or advisable in connection with seeking any governmental approval, clearance, exemption or authorization from any Governmental Entity, including without limitation, DCSA and CFIUS, and under any Antitrust Laws including the HSR Act, so as to consummate and make effective the transactions contemplated by this Agreement no later than the Outside Date. To the extent permitted by applicable law, each Commitment Party shall promptly notify the Company and any other Commitment Party subject to the same filing or notice before any Governmental Entity (a "**Joint Commitment Party**") (and furnish to the Company and any Joint Commitment Party copies of, if requested) of any communications from any Government Entity and shall not participate in any discussion or meeting with any such Government Entity unless it consults with the Company and any Joint Commitment Party in advance and gives the Company and any Joint Commitment Party reasonable prior notice of the meeting or discussion and the opportunity to attend and participate thereat. No Commitment Party shall take any action that is intended or reasonably likely to materially impede or delay the ability of the Parties to obtain any necessary approvals required for the transactions contemplated by this Agreement by the Outside Date. The Commitment Parties shall, and shall cause their Affiliates to, take any and all necessary steps to resolve as soon as reasonably practicable

any inquiry or investigation by any Government Entity relating to the transactions contemplated by this Agreement. In connection with any such inquiry or investigation, the Commitment Parties further agree to supply as promptly as reasonably practicable any additional information and documentary material that may be requested or required pursuant to applicable law, including any Antitrust Law. The Commitment Parties shall not withdraw their HSR Act filings, or any filings necessary to consummate the transactions contemplated by this Agreement, enter into any agreements to extend any HSR Act waiting period or enter into any agreements not to consummate or delay consummation of the transactions contemplated by this Agreement without the prior written consent of the Company, other than as contemplated in Section 12(a) of this Agreement. Neither the Commitment Parties nor their respective Related Parties (as defined below) shall be required to (i) propose, negotiate, commit to and effect, by consent decree, hold separate order or otherwise, the sale, divestiture or disposition of, or prohibition or limitation on the ownership, equity interest, or operation by the Commitment Parties or any of their respective Related Parties of any portion of the business, properties or assets of the Company, Commitment Parties or any of their respective Related Parties, nor shall any Commitment Party make any offer, acceptance or counter-offer to or otherwise engage in negotiations or discussions with any Governmental Entity with respect to any such action without the written consent of the Required Commitment Parties, or (ii) initiate and/or participate in any proceedings, whether judicial or administrative, in order to (a) oppose or defend against any action by any Governmental Entity to prevent or enjoin the consummation of the transactions contemplated by this Agreement, and/or (b) take such action to overturn any regulatory action by any Governmental Entity to block consummation of the transactions contemplated by this Agreement, including by defending any suit, action or other legal proceeding brought by any Governmental Entity in order to avoid the entry of, or to have vacated, overturned or terminated, any decree, judgment, injunction or other order, whether temporary, preliminary or permanent, resulting from any suit, action or other legal proceeding; provided, that the Commitment Parties shall be required to propose, negotiate, commit to and effect, by consent decree, hold separate order or otherwise, the sale, divestiture or disposition of the business, properties or assets of the Company, or prohibition or limitation on the ownership, equity interest, or operation by the Commitment Parties of the Company; provided, further, that any such sale, divestiture, disposition, prohibition or limitation (A) is conditioned on the occurrence of, and shall become effective only from and after, the Plan Effective Date and (B) will not, in the aggregate, have a material and adverse effect on the Company and its subsidiaries or their respective assets, liabilities or operations, or on the value of the Direct Investment Shares.

(b) *Support of Plan.* Each Commitment Party agrees, severally and not jointly, that, prior to the earlier to occur of (x) the Plan Effective Date and (y) the termination of this Agreement in accordance with its terms, that it shall, (i) negotiate in good faith the terms of the Disclosure Statement Order and the Confirmation Order and such other agreements, documents, motions or filings necessary to implement the Restructuring and (ii) use its reasonable best efforts to cause its controlled Affiliates to agree to: (A) timely vote or cause to be voted all of its Claims owned or controlled by it to accept the Plan by timely delivering a duly executed and completed ballot or ballots, as applicable,

accepting the Plan; (B) not change or withdraw such vote or exercise (or cause or direct such vote or exercise to be changed or withdrawn); (C) consent to the treatment of all Claims and Interests in the Debtors as set forth in the Plan; and (D) not object to or otherwise commence any proceeding or take any other action opposing any of the terms of the Disclosure Statement or the Plan or this Agreement or that is inconsistent with or would materially delay or impede the consummation of the Plan or the transactions contemplated by this Agreement, unless, in each case, the Plan is modified in a manner that violates the terms of this Agreement.

(c) [RESERVED]

(d) [RESERVED]

(e) [RESERVED]

(f) *Restructuring Documents.* If applicable, each Commitment Party shall negotiate in good faith and otherwise use its reasonable best efforts to agree upon, enter into and make effective the Restructuring Documents, in each case on terms consistent in all material respects with this Agreement and the Plan and otherwise in form and substance reasonably acceptable to the Company and the Required Commitment Parties.

Section 8. CONDITIONS TO THE OBLIGATIONS OF THE COMMITMENT PARTIES. The obligations of each Commitment Party to purchase its respective Direct Investment Shares on the Plan Effective Date are subject to the satisfaction of the following conditions (unless waived by the Required Commitment Parties):

(a) *Plan and Confirmation Order.* The Plan, the Disclosure Statement, the Confirmation Order and the Disclosure Statement Order, as entered or approved by the Bankruptcy Court, as applicable, shall each be in the form and substance reasonably acceptable to the Debtors and the Required Commitment Parties, and, in the case of the Confirmation Order and the Disclosure Statement Order, shall be final, non-appealable and not subject to any stay as of the Plan Effective Date.

(b) *Conditions to the Plan.* The conditions to the occurrence of the Plan Effective Date set forth in the Plan shall have been satisfied or waived in accordance with the terms thereof and, concurrent with the consummation of the Direct Investment contemplated hereunder, and the Plan Effective Date shall have occurred or be deemed to have occurred.

(c) *Approvals.* (i) Any waiting period (and any extensions thereof) applicable to consummate the transactions contemplated by this Agreement under the HSR Act shall have expired or been terminated and (ii) all orders, notifications, approvals, clearances, waivers, exemptions, declarations, authorizations and consents of any Governmental Entity as required to consummate the transactions contemplated by this Agreement shall have been issued, made, or obtained, as applicable.

(d) *Commitment Funding Notice.* The Commitment Parties shall have received a Commitment Funding Notice in accordance with Section 1(b).

(e) *Valid Issuance.* The Direct Investment Shares shall be, upon (i) payment of the Aggregate Purchase Price as provided herein and (ii) the Plan Effective Date, validly issued and outstanding, and free and clear of all Taxes, liens, pre-emptive rights, rights of first refusal, subscription and similar rights, except as set forth herein or created or otherwise imposed by any Commitment Party, and other than liens pursuant to applicable securities laws.

(f) *No Restraint.* No judgment, injunction, decree or other legal restraint shall be in effect that prohibits the consummation of the Plan, the Restructuring, the Direct Investment or the transactions contemplated hereby or thereby.

(g) *Representations and Warranties.*

(i) The representations and warranties of the Company contained in Sections 4(a), (b), (c), (e) and (f)(ii) that are qualified as to materiality shall be true and correct, and those not so qualified shall be true and correct in all material respects on and as of the date hereof and on and as of the Plan Effective Date as if made on and as of such date (or, to the extent made as of a specific date, as of such date); and

(ii) all other representations and warranties of the Company contained in Section 4 shall be true and correct (without giving effect to any qualification set forth therein as to “materiality”, “Material Adverse Effect” or other qualifications based on the word “material” or similar phrases) on and as of the date hereof and on and as of the Plan Effective Date as if made on and as of such date (or, to the extent made as of a specific date, as of such date), except, where the failure of such representations and warranties to be so true and correct does not have, and would not reasonably be expected to have, a Material Adverse Effect.

(h) *Covenants.* The Company shall have performed and complied in all material respects with all obligations and agreements required in this Agreement to be performed or complied with by it prior to the Plan Effective Date.

(i) *Material Adverse Effect.* Since the date hereof, there shall not have occurred a Material Adverse Effect. For the purposes of this Agreement, “**Material Adverse Effect**” shall mean a material and adverse effect on, and/or changes that would reasonably be expected to result in a material and adverse effect with respect to, (a) the business, operations, properties, assets or condition (financial or otherwise) of the Company Group Entities, taken as a whole, except to the extent arising from or attributable to: (i) any change in global, national or regional political conditions or in the general business, market, financial or economic conditions affecting the industries, regions and markets in which the Company Group Entities operate, (ii) any change arising in connection with, hostilities, acts of war, sabotage or terrorism or military actions or any escalation or material worsening of any such hostilities, acts of war,

sabotage or terrorism or military actions, whether commenced before or after the date hereof and whether or not pursuant to the declaration of a national emergency or war, (iii) the announcement of this Agreement, (iv) changes in the market price or trading volume of the claims or equity or debt securities of the Company (but not the underlying facts giving rise to such changes unless such facts are otherwise excluded pursuant to the clauses contained in this definition), (v) changes in the United States or foreign securities or financial markets in general (including any decline in the price of securities generally or any market or index), (vi) any change that generally affects any industry in which the Company Group Entities operate, (vii) the occurrence of any act of God or other calamity or force majeure event (whether or not declared as such), including any civil disturbance, embargo, natural disaster, fire, flood, hurricane, tornado, or other weather event, (viii) any changes in applicable laws generally applicable to any industry in which the Company Group Entities operate or International Financial Reporting Standards (“IFRS”) (or other relevant accounting rules), (ix) any change resulting from the pendency of or emergence from the Chapter 11 Cases, actions taken in connection with the Chapter 11 Cases, or any reasonably anticipated effects of such pendency, emergence or actions, or from any action approved by the Bankruptcy Court, (x) any change resulting from the entry into this Agreement, compliance with terms of this Agreement or the consummation of the transactions contemplated hereby, (xi) changes in actual or threatened pandemics (including COVID-19 or SARS-CoV-2 virus or any mutation or variation thereof), any Governmental Authority or public-health authority’s response to any actual or threatened pandemics (including any government mandated shutdown, restrictions on travel or requirement to shelter at home), or any loss of customers, suppliers orders or contracts in connection with any actual or threatened pandemics, (xii) any failure, in and of itself, by the Company Group Entities to meet any internal or published projections, forecasts, predictions or guidance relating to revenues, income, cash position, cash-flow or other financial measure (but not the underlying facts giving rise to such changes unless such facts are otherwise excluded pursuant to the clauses contained in this definition) (except, in the cases of (i), (ii), (v), (vi), (vii), (viii), and (xi) to the extent the Company Parties, taken as a whole, are disproportionately impacted thereby relative to other entities operating in the same industry or industries in which the Company Parties operate) or (b) the ability of the Company Parties to perform their material obligations under this Agreement.

(j) [RESERVED]

(k) *Authorized Capital.* Upon the Plan Effective Date, the authorized capital of New Speedcast Parent shall be sufficient to issue all of the Direct Investment Shares consistent with the terms of this Agreement, the Plan and the Disclosure Statement and the issued and outstanding Direct Investment Shares of New Speedcast Parent shall be consistent with the terms of the Plan and the Disclosure Statement.

(l) *ASX and ASIC waiver or confirmation.* If approval of the transactions contemplated by this Agreement is required by the shareholders of the Company under the ASX Listing Rules or the Corporations Act, (i) copies of all proposed waiver or confirmation applications to be filed on behalf of the Company with ASX or ASIC shall, before filing thereof, be in form and substance reasonably acceptable to the Company and

Required Commitment Parties; (ii) the Company has received a waiver of the requirement for shareholder approval from the ASX or ASIC (as applicable) or confirmation from the ASX or ASIC (as applicable) that such approval of the transactions contemplated by this Agreement by the shareholders of the Company is not required, and such waiver or confirmation is not revoked or withdrawn; and (iii) if such waiver or confirmation is subject to any conditions, any such conditions are satisfied.

(m) *Deed of Company Arrangement or Other Arrangement.* If the Company shall have appointed one or more Australian Administrators, the Company and the Australian Administrators shall have entered into, and fully effectuated, a deed of company arrangement under Part 5.3A of the Corporations Act, or entered into and completed any other agreement or arrangement to give effect to the Plan, which in all cases shall be in form and substance reasonably acceptable to the Company and the Required Commitment Parties.

(n) *Exit from Deed of Cross Guarantee.* The Company has taken all necessary steps, including making all necessary filings to ASIC (if applicable), to release the wholly-owned subsidiaries of the Company from any deed of cross guarantee to which the Company and any wholly-owned subsidiaries of the Company are party pursuant to ASIC Corporations (Wholly-owned Companies) Instrument 2016/785 or ASIC Class Orders [CO 98/1418], [CO 91/996], [CO92/770], [CO93/1370], [CO 94/1862] or [CO 95/1530].

(o) [RESERVED]

(p) *FCPA.* The Required Commitment Parties are reasonably satisfied with the Company Group Entities' compliance with the FCPA and the anti-bribery laws and regulations of any applicable non-U.S. jurisdiction and the Company Parties' internal controls with respect to such compliance, it being understood that (A) any liability or monetary impact arising from such matters that exceeds or is reasonably likely to exceed \$15,000,000 in the aggregate, and/or (B) any non-monetary effect or condition arising out of such matters that is, or is reasonably expected to have, a Material Adverse Effect shall constitute reasonable cause for the Required Commitment Parties not to be so satisfied.

(q) *Successful Plan Sponsor.* The Debtors have determined that the Commitment Parties are the Successful Plan Sponsor (as defined in the Plan Sponsor Selection Process) in accordance with the Plan Sponsor Selection Process.

Section 9. CONDITIONS TO THE OBLIGATIONS OF THE COMPANY. The obligations of the Company to consummate the transactions contemplated hereby on the Plan Effective Date with respect to each Commitment Party are subject to satisfaction of the following conditions (unless waived by the Company), except where the failure to satisfy any such condition is the result of a failure by the Company to comply with this Agreement:

(a) *Plan and Confirmation Order.* The Plan and the Confirmation Order, as entered or approved by the Bankruptcy Court, as applicable, shall each be in the form and

substance reasonably acceptable to the Debtors and the Required Commitment Parties, and in the case of the Confirmation Order, shall not be subject to any stay as of the Plan Effective Date.

(b) *Conditions to the Plan.* The conditions to the occurrence of the Plan Effective Date set forth in the Plan and the Confirmation Order shall have been satisfied or waived in accordance with the terms thereof and, concurrent with the consummation of the Direct Investment contemplated hereby, and the Plan Effective Date shall have occurred or be deemed to have occurred.

(c) *Funding Amount.* The applicable Commitment Party shall have wired its Funding Amount into the Escrow Account or, in the case of a Defaulting Commitment Party, the non-defaulting Commitment Parties have assumed and funded in full into the Escrow Account such Defaulting Commitment Party's Funding Amount pursuant to Section 3.

(d) *Approvals.* (i) Any waiting period (and any extensions thereof) applicable to consummate the transactions contemplated by this Agreement under the HSR Act shall have expired or been terminated and (ii) all orders, notifications, approvals, clearances, waivers, exemptions, declarations, authorizations and consents of any Governmental Entity as required to consummate the transactions contemplated by this Agreement shall have been issued, made, or obtained, as applicable.

(e) *No Restraint.* No judgment, injunction, decree or other legal restraint shall prohibit the consummation of the Plan, the Restructuring, the Direct Investment or the transactions contemplated hereby.

(f) *Representations and Warranties.* The representations and warranties of the applicable Commitment Party (for the avoidance of doubt, excluding any Defaulting Commitment Party) set forth in this Agreement shall be true and correct on and as of the Plan Effective Date as if made on and as of the Plan Effective Date (or, to the extent given as of a specific date, as of such date) except as would not, individually or in the aggregate, reasonably be expected to result in a material adverse effect on the ability of the applicable Commitment Party to perform its obligations under this Agreement.

(g) *Covenants.* The applicable Commitment Party (for the avoidance of doubt, excluding any Defaulting Commitment Party) shall have performed and complied in all material respects with all obligations and agreements required by this Agreement to be performed or complied with by such Commitment Party on or prior to the Plan Effective Date.

(h) *ASX and ASIC waiver or confirmation.* If approval of the transactions contemplated by this Agreement is required by the shareholders of the Company under the ASX Listing Rules or the Corporations Act, (i) the Company has received a waiver of the requirement for shareholder approval from the ASX or ASIC (as applicable) or confirmation from the ASX or ASIC (as applicable) that such approval of the transactions contemplated by this Agreement by the shareholders of the Company is not required, and

such waiver or confirmation is not revoked or withdrawn; and (ii) if such waiver or confirmation is subject to any conditions, any such conditions are satisfied.

(i) *Deed of Company Arrangement or Other Arrangements.* If the Company shall have appointed one or more Australian Administrators, the Company and the Australian Administrators shall have entered into, and fully effectuated a deed of company arrangement under Part 5.3A of the Corporations Act, or entered into and completed any other agreement or arrangement to give effect to the Plan, which in all cases shall be in form and substance reasonably acceptable to the Company and the Required Commitment Parties.

(j) *Exit from Deed of Cross Guarantee.* The Company has taken all necessary steps, including making all necessary filings to ASIC (if applicable), to release the wholly-owned subsidiaries of the Company from any deed of cross guarantee to which the Company and any wholly-owned subsidiaries of the Company are party pursuant to ASIC Corporations (Wholly-owned Companies) Instrument 2016/785 or ASIC Class Orders [CO 98/1418], [CO 91/996], [CO92/770], [CO93/1370], [CO 94/1862] or [CO 95/1530].

Section 10. CERTAIN STRUCTURING AND TAX MATTERS.

(a) The Litigation Trust, Restructuring, Corporate Restructuring, Corporate Restructuring Steps, Restructuring Transactions, the Reorganized Debtors (other than the Company) and New Speedcast Parent (in each case, as defined in the Plan) will be structured and implemented in a tax-efficient manner and as otherwise reasonably acceptable to the Required Commitment Parties and the Company. The Company shall consult and cooperate with the Commitment Parties regarding the structure and implementation of the Litigation Trust, Restructuring, Corporate Restructuring, Corporate Restructuring Steps, Restructuring Transactions, the Reorganized Debtors (other than the Company) and New Speedcast Parent (in each case, as defined in the Plan).

(b) New Speedcast Parent shall be a corporation organized under the laws of a State of the United States, provided, however, that (i) the Company and the Required Commitment Parties shall reasonably cooperate to analyze the tax and other consequences of effecting any restructuring as may be necessary to cause the Company's U.S. business to be held in a "flow-through" structure for U.S. federal income tax purposes following the consummation of the Plan, and (ii) at the election of the Required Commitment Parties, New Speedcast Parent shall instead be organized as a partnership, limited liability company or similar entity organized under the laws of a State of the United States.

(c) The Company shall use commercially reasonable efforts to effect the Litigation Trust, Restructuring, Corporate Restructuring, Corporate Restructuring Steps, Restructuring Transactions, the Reorganized Debtors (other than the Company) and New Speedcast Parent (in each case, as defined in the Plan) at such times and in such manner

as shall be determined in accordance with Section 10(a), including effectuating the Restructuring on the Plan Effective Date.

Section 11. SURVIVAL OF REPRESENTATIONS AND WARRANTIES; LIMITATIONS ON CLAIMS AGAINST COMPANY.

(a) The representations, warranties, covenants and agreements contained in this Agreement will not survive the Plan Effective Date, such that no claim for breach of, or otherwise related to, any such representation, warranty, covenant or agreement or detrimental reliance or other right or remedy (whether in contract, in tort or at law or in equity) may be brought after the Closing with respect thereto against the Company, and there shall be no liability in respect thereof after the Closing, whether such liability has accrued prior to, on or after the Closing; provided, however, that covenants and agreements that by their terms are to be satisfied after the Plan Effective Date by New Speedcast Parent shall survive until satisfied in accordance with their terms.

(b) Neither the Company nor any other Company Group Entity accepts any duty of care in relation to a Commitment Party in respect of any disclosure or the provision of any information to a Commitment Party.

(c) Without in any way limiting this Section 11, subject to any law to the contrary, and to the maximum extent permitted by law, except for any breach of this Agreement or as otherwise expressly set forth herein, the Company and each other Company Group Entity disclaims all liability for any loss suffered by any person arising out of, in connection with or as a result of, any negligence, default or lack of care on the part of the Company or any other Company Group Entities.

(d) To the maximum extent permitted by applicable law, each Commitment Party agrees not to make, and releases any right it may have to make, against any Company Group Entity, any claim based on the Australian Consumer Law (including sections 4, 18 and 29 of the Competition and Consumer Act 2010 (Cth)) or based on any corresponding provision of any state or territory legislation, or on a similar provision under any other law, for any act or omission concerning the Company Group Entities or for any statement or representation about any of those things which is not expressly contained in this Agreement.

Section 12. TERMINATION.

(a) *Termination.* This Agreement may be terminated prior to the Plan Effective Date by (i) by the mutual written consent of the Company and the Required Commitment Parties or (ii) either the Company or the Commitment Parties if the Plan Effective Date has not occurred on or prior to March 15, 2021 (the “**Outside Date**”).

(b) *Termination by the Required Commitment Parties.* Prior to the Plan Effective Date, the Required Commitment Parties may terminate this Agreement by three (3) days prior written notice to the Company upon the occurrence and during the continuance of any of the following:

- (i) upon the breach in any material respect by the Company of any of the undertakings, representations, warranties or covenants of the Company set forth herein, and such breach or inaccuracy would, individually or in the aggregate, result in a failure of a condition set forth in Section 8 if continuing on the Plan Effective Date, and which is incurable or, if curable, remains uncured by the earlier of (1) ten (10) Business Days after the receipt of written notice of such breach from any of the Required Commitment Parties pursuant to this Section 12 and in accordance with Section 13 (as applicable) and (2) the Business Day before the Outside Date; *provided* that the Commitment Parties shall not have the right to terminate this Agreement pursuant to this Section 12 if any Commitment Party is then in breach of any representation, warranty, covenant or other agreement hereunder that would result in the failure of any condition set forth in Section 9 not being satisfied;
- (ii) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any final and nonappealable ruling, judgment or order enjoining the consummation of or rendering illegal the Restructuring, the Direct Investment or any other material portion of the transactions contemplated by this Agreement;
- (iii) the Confirmation Order or the Disclosure Statement Order, the other Restructuring Documents and any amendments, modifications, or supplements thereto, to the Plan or the Disclosure Statement filed or entered into or made effective by any Debtor includes terms that are inconsistent with the Plan or are not otherwise reasonably acceptable to the Required Commitment Parties, and such event remains unremedied for a period of three Business Days following the Company Parties' receipt of notice of such inconsistent term;
- (iv) any of the Chapter 11 Cases shall have been dismissed or converted to a case under chapter 7 of the Bankruptcy Code, or the Bankruptcy Court has entered into an order in any of the Chapter 11 Cases appointing an examiner or trustee with expanded powers to oversee or operate the Debtors in the Chapter 11 cases;
- (v) if, as of 11:59 p.m. prevailing Eastern Time on the date that is seventy five (75) days from the date the Plan is filed with the Bankruptcy Court, the Bankruptcy Court has not entered the Confirmation Order; or
- (vi) (x) any of the Debtors enter into a definitive agreement with respect to a Competing Plan Proposal with a third party or (y) the Final Selection Date (as defined in the Plan Sponsor Selection Process), unless the Debtors have determined that the Commitment Parties are the Successful Plan Sponsor (as defined in the Plan Sponsor Selection Process) in accordance with the Plan Sponsor Selection Process.
- (c) *Termination by the Company.* Prior to the Plan Effective Date, the Company may terminate this Agreement by three days prior written notice to the

Commitment Parties upon the occurrence and during the continuance of any of the following:

(i) the Board of Directors of the Company or Australian Administrators at any time determines in good faith that continued performance under this Agreement would be inconsistent with its fiduciary duties under applicable law (as reasonably determined by such entity in good faith after consultation with outside legal counsel);

(ii) (x) any of the Debtors enter into a definitive agreement with respect to a Competing Plan Proposal with a third party in accordance with the Plan Sponsor Selection Process or (y) the Final Selection Date (as defined in the Plan Sponsor Selection Process), unless the Debtors have determined that the Commitment Parties are the Successful Plan Sponsor (as defined in the Plan Sponsor Selection Process) in accordance with the Plan Sponsor Selection Process;

(iii) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any final and nonappealable ruling, judgment or order enjoining the consummation of or rendering illegal the Restructuring, the Direct Investment or any other material aspect of the transactions contemplated by this Agreement;

(iv) the Bankruptcy Court denies entry of the order confirming the Plan; or

(v) solely with respect to each Commitment Party, upon the breach in any material respect by such Commitment Party of any of the undertakings, representations, warranties or covenants of such Commitment Party set forth herein which would, individually or in the aggregate, result in a failure of a condition set forth in Section 9 and which is incurable or, if curable, remains uncured by the earlier of (1) 10 Business Days after the receipt of written notice of such breach from the Company pursuant to this Section 12 and in accordance Section 13 (as applicable) and (2) the Business Day before the Outside Date; *provided* that the Company shall not have the right to terminate this Agreement pursuant to this Section if it is then in breach of any representation, warranty, covenant or other agreement hereunder that would result in the failure of any condition set forth in Section 8 being satisfied; *provided, further*, that in the event of any such termination, the applicable Commitment Party shall be deemed to be a Defaulting Commitment Party for purposes of the second sentence of Section 3.

(d) *Effect of Termination.* Subject to Section 14, upon termination of this Agreement, each party hereto shall be released from its commitments, undertakings and agreements under or related to this Agreement and shall have the rights and remedies that it would have had and shall be entitled to take all actions, whether with respect to the transactions contemplated hereby or otherwise, that it would have been entitled to take had it not entered into this Agreement. Notwithstanding anything contained herein, if this

Agreement is terminated as a result of a willful material breach of this Agreement by a party hereto, such party shall not be released and shall remain liable for any damages resulting from such termination.

(e) [RESERVED].

Section 13. NOTICES. All notices and other communications under this Agreement shall be in writing and shall be deemed given (a) when delivered personally by hand (with written confirmation of receipt), (b) when sent by facsimile (with written confirmation of transmission), (c) five (5) days after being deposited with the United States Post Office, by registered or certified mail, postage prepaid, (d) one (1) Business Day following the day sent by overnight courier (with written confirmation of receipt), or (e) when sent by electronic mail (with acknowledgment received), in each case at the following addresses (or to such other address as a party hereto may have specified by like notice):

If to Commitment Parties, to each of the undersigned Commitment Parties at the addresses listed on the signatures pages hereto,

with a copy to:

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019
Attn: Richard G. Mason
Victor Goldfeld
John R. Sobolewski
Email: RGMason@wlrk.com
VGoldfeld@wlrk.com
JRSobolewski@wlrk.com

If to the Company, to:

Speedcast International Limited
4400 S. Sam Houston Parkway East
Houston, Texas 77048
Attn: Dominic Gyngell, General Counsel
Email: dominic.gyngell@speedcast.com

With copies to (which shall not constitute notice):

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Attn: Gary T. Holzer
David N. Griffiths
Ramona Y. Nee
Mariel E. Cruz

Email: gary.holzer@weil.com
david.griffiths@weil.com
ramona.nec@weil.com
marisel.cruz@weil.com

Weil, Gotshal & Manges LLP
700 Louisiana Street, Suite 1700
Houston, Texas 77002 Telephone:
Attn: Perez, Alfredo
Brenda Funk
Email: alfredo.perez@weil.com
brenda.funk@weil.com

Herbert Smith Freehills
ANZ Tower, Level 33, 161 Castlereagh Street
Sydney NSW 2000
Australia
Attn: Paul Apathy
Andrew Rich
Email: Paul.Apathy@hsf.com
Andrew.Rich@hsf.com

Section 14. SURVIVAL. Notwithstanding the termination of this Agreement, the agreements and obligations of the parties hereto in Section 12(d) and Section 14 through 23 shall survive such termination and shall continue in full force and effect for the benefit of the parties hereto in accordance with the terms hereof.

Section 15. ASSIGNMENT; THIRD PARTY BENEFICIARIES. Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned by any of the parties hereto without the prior written consent of the other parties hereto. Notwithstanding the previous sentence, the Commitment Parties' obligations hereunder may be assigned, delegated or transferred, in whole or in part, by any Commitment Party to any Related Fund in accordance with the terms of Section 2. Any purported assignment in violation of this Section 15 shall be void *ab initio* and of no force or effect.

Section 16. COMPLETE AGREEMENT. This Agreement (including the Exhibits, the Schedules, and the other documents and instruments referred to herein) constitutes the entire agreement of the parties hereto and supersedes all prior agreements, arrangements or understandings, whether written or oral, among the parties hereto with respect to the subject matter of this Agreement, except that the parties hereto acknowledge that any confidentiality agreements heretofore executed among the parties hereto will continue in full force and effect.

Section 17. GOVERNING LAW; SUBMISSION TO JURISDICTION; SELECTION OF FORUM; WAIVER OF TRIAL BY JURY. This Agreement, and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this Agreement (including the exhibits and schedules hereto), or the negotiation, execution,

termination, performance or nonperformance of this Agreement (including the exhibits and schedules hereto), shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and performed in such State, without regard to any conflict of laws principles thereof. Each party hereto agrees that it shall bring any action or proceeding in respect of any claim based upon, arising out of, or related to this agreement, any provision hereof or any of the transactions contemplated hereby, in the Bankruptcy Court, and solely in connection with claims arising under this Agreement or the transactions that are the subject of this Agreement (a) irrevocably submits to the exclusive jurisdiction of the Bankruptcy Court, (b) waives any objection to laying venue in any such action or proceeding in the Bankruptcy Court and (c) waives any objection that the Bankruptcy Court are an inconvenient forum or do not have jurisdiction over any party hereto. Each party hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. EACH PARTY HERETO WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, MATTER OR PROCEEDING BASED UPON, ARISING OUT OF, OR RELATED TO THIS AGREEMENT, ANY PROVISION HEREOF OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 18. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which will be considered one and the same agreement and will become effective when counterparts have been signed by each of the parties hereto and delivered to the other parties hereto (including via facsimile or other electronic transmission), it being understood that each party need not sign the same counterpart.

Section 19. ACTION BY, OR CONSENT OR APPROVAL OF, THE COMMITMENT PARTIES. Whenever this Agreement refers to any action to be taken by, or any consent or approval to be given by, the Commitment Parties, unless otherwise expressly provided in any particular instance, such reference shall be deemed to require the action, consent or approval of the Required Commitment Parties, and each Commitment Party agrees to be bound by any decision of the Required Commitment Parties with respect thereto.

Section 20. AMENDMENTS AND WAIVERS.

(a) This Agreement may be amended, modified or supplemented and the terms and conditions of this Agreement may be waived, only by a written instrument signed by the Company and the Required Commitment Parties and subject to the approval of the Bankruptcy Court; *provided* that any modification of, or amendment or supplement to, this Agreement that would (i) have the effect of (A) materially and adversely affecting any Commitment Party in a manner that is disproportionate to any other Commitment Party or (B) increasing the Funding Amount to be paid in respect of the Direct Investment Shares; or (ii) would have the effect of modifying this Section 20 shall require the prior written consent of all of the Commitment Parties.

(b) No delay on the part of any party hereto in exercising any right, power or privilege pursuant to this Agreement will operate as a waiver thereof, nor will any waiver on the part of any party hereto of any right, power or privilege pursuant to this Agreement, nor will any single or partial exercise of any right, power or privilege

pursuant to this Agreement, preclude any other or further exercise thereof or the exercise of any other right, power or privilege pursuant to this Agreement. The rights and remedies provided pursuant to this Agreement are cumulative and are not exclusive of any rights or remedies which any party hereto otherwise may have at law or in equity.

Section 21. SPECIFIC PERFORMANCE. The parties hereto acknowledge and agree that any breach of the terms of this Agreement would give rise to irreparable harm for which money damages would not be an adequate remedy and, accordingly, the parties hereto agree that in addition to any other remedies, each party hereto will be entitled to enforce the terms of this Agreement by a decree of specific performance without the necessity of proving the inadequacy of money damages as a remedy and without the necessity of posting bond.

Section 22. LIMITATION OF LIABILITY OF THE AUSTRALIAN ADMINISTRATORS (IF APPLICABLE). If the Company appoints an Australian Administrator:

(a) Each Party to this Agreement releases the Australian Administrators personally from all liabilities, demands and claims arising out of this Agreement and the transactions contemplated by this Agreement.

(b) Each Party to this Agreement covenants not to sue the Australian Administrators personally in respect of any liabilities, demands or claims arising out of this Agreement and the transactions contemplated by this Agreement.

(c) Each Party to this Agreement acknowledges and agrees that: (i) the Australian Administrators have only limited knowledge of the Company Group Entities, their assets and attributes, any liens and the history of the Company Group Entities; and (ii) the Australian Administrators do not in any way adopt or agree to be bound personally by this Agreement or the transactions contemplated by this Agreement.

(d) Each Party to this Agreement agrees that to the extent permissible by law: (i) the Australian Administrators are not personally liable for any amount required to be paid pursuant to this Agreement, or for any liability, demand or claim arising out of this Agreement, or the transactions contemplated by this Agreement; (ii) for the purposes of any acknowledgements or agreements as to, or provisions of, limitations of the liability of the Australian Administrators in this Agreement, references to the Australian Administrators where the context so permits shall mean and include their present and future firm or firms, partners and employees, and any legal entity or partnership that employs such administrators (the “**Firm**”), any successor or merged firm and the partners, shareholders, officers and employees of any such entity or partnership. The Firm holds the benefit of this clause on trust for the Australian Administrators and each other person referred to; (iii) these limitations of the liability of the Australian Administrators shall continue notwithstanding the Australian Administrators ceasing to act as administrators of the Company; and (v) these limitations on the liability of the Australian Administrators shall be in addition to, and not in substitution for, any right of indemnity or relief otherwise available to the Firm or the Australian Administrators and

shall continue notwithstanding termination of this Agreement or completion of the transaction contemplated by this Agreement.

(e) Notwithstanding any provision of this Agreement, the limitations on liability set out in this Section 22 do not apply in the case of any Australian Administrator's fraud, willful default or gross negligence and do not seek to limit the Australian Administrator's liability inconsistent with sections 443A, 443B and 443BA of the Corporations Act.

Section 23. LIMITATION OF LIABILITY OF THE COMMITMENT PARTIES. Notwithstanding anything to the contrary in this Agreement, each Party to this Agreement unconditionally and irrevocably covenants, agrees and acknowledges that (i) no right or remedy, recourse or recovery (whether at law or equity or in tort, contract or otherwise) under this Agreement or under any documents or instruments delivered in connection herewith or in connection with the transactions contemplated hereby (or the termination or abandonment thereof) or otherwise, or in respect of any oral representations made or alleged to be made in connection herewith, shall be had against any former, current or future direct or indirect equity holder, controlling person, general or limited partner, officer, director, employee, investment professional, manager, stockholder, member, agent, affiliate, assignee, financing source or other representatives of any of the foregoing or any of their respective successors or assigns (any such person, a "**Related Party**") of any Commitment Party or any Related Party of any such Related Party (including, without limitation, any liabilities or obligations arising under, or in connection with, this Agreement or any document or instrument delivered in connection herewith or the transactions contemplated hereby (or the termination or abandonment thereof), or in respect of any oral representations made or alleged to be made in connection herewith, or in respect of any claim (whether at law or equity or in tort, contract or otherwise), including in the event such Commitment Party breaches (whether willfully, intentionally, unintentionally or otherwise) its obligations under this Agreement or any document or instrument delivered in connection herewith or in connection with the transactions contemplated hereby (or the termination or abandonment thereof)), whether, in each case, by or through piercing of the corporate, limited liability company or limited partnership veil or similar action, whether by the enforcement of any judgment or assessment or by any legal or equitable proceedings, or by virtue of any statute, regulation or other applicable law or otherwise, (ii) it is expressly agreed and acknowledged that no personal liability or obligation whatsoever shall attach to, be imposed on, or otherwise be incurred by any Related Party of any Commitment Party or any Related Party of such Related Party for any liabilities or obligations of such Commitment Party under this Agreement or any documents or instruments delivered in connection herewith or in connection with the transactions contemplated hereby or thereby (or the termination or abandonment thereof) or otherwise, in respect of any oral representation made or alleged to have been made in connection herewith or therewith or for any claim (whether at law or equity or in tort, contract or otherwise) based on, in respect of, in connection with, or by reason of such obligations or their creation, and each Party hereto hereby irrevocably and unconditionally waives and irrevocably and unconditionally releases all claims (whether arising under equity, contract, tort or

otherwise) against such persons for any such liability or obligation and (iii) with respect to each Commitment Party, under no circumstances will the Company, any Commitment Party or any of their respective Related Parties, or the Company, any Commitment Party and their respective Related Parties in the aggregate, be entitled to monetary damages or monetary remedies for any claims, damages or other losses suffered as a result of the failure of the transactions contemplated by this Agreement to be consummated or for a breach or failure to perform hereunder or for any representation made or alleged to have been made in connection herewith or therewith, in excess of the amount equal to such Commitment Party's Funding Amount. For the avoidance of doubt, any Commitment Party may enforce this Agreement (including pursuant to Section 21) and seek any claim, damages or other losses against any other Commitment Party. For the avoidance of doubt, this Agreement does not alter any provisions, rights or obligations of any party to this Agreement, or such party's Affiliates, under the DIP Credit Agreement.

Section 24. OTHER INTERPRETIVE MATTERS.

(a) Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply: (i) when calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded and, if the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day; (ii) any reference in this Agreement to \$ shall mean U.S. dollars; (iii) all exhibits and schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein and any capitalized terms used in any Exhibit or Schedule but not otherwise defined therein shall be defined as set forth in this Agreement; (iv) words imparting the singular number only shall include the plural and vice versa; (v) the words such as "herein," "hereinafter," "hereof," and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires; (vi) the word "including" or any variation thereof means "including, without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it; (vii) the division of this Agreement into Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement; (viii) all references in this Agreement to any "Section" are to the corresponding Section of this Agreement unless otherwise specified; (ix) the word "or" shall not be deemed to be exclusive; and (x) all references to, and any obligations of, "New Speedcast Parent" shall be a reference to and obligation of the "Company" unless and until the Company ceases to be the ultimate parent of the Company Group Entities, and all references to, and any obligations of, the "Company" shall be a reference to and obligation of "New Speedcast Parent" once New Speedcast Parent becomes the ultimate parent of the Company Group Entities (and if New Speedcast Parent is a successor entity to the Company, it shall sign a joinder to this Agreement to give effect to this Section 24(a)(x)).

(b) The parties hereto have participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation

arises, this Agreement shall be construed as jointly drafted by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party hereto by virtue of the authorship of any provision of this Agreement.

[Signature Page Follows]

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

**SPEEDCAST INTERNATIONAL
LIMITED**

By: 

Name: Stephanie Wilks

Title: Chair

[SIGNATURE PAGE TO EQUITY COMMITMENT AGREEMENT]

**CENTERBRIDGE CAPITAL
PARTNERS III, L.P.**

**By: Centerbridge Associates III, L.P., its
general partner**

**By: CCP III Cayman GP Ltd., its
general partner**

By: 

Name: Bao Truong

Title: Authorized Signatory

**CENTERBRIDGE CAPITAL
PARTNERS SBS III, L.P.**

**By: CCP SBS GP, LLC, its general
partner**

By: 

Name: Bao Truong

Title: Authorized Signatory

Address:

Centerbridge Partners, L.P.
375 Park Avenue, 11th Floor,
New York, NY 10152

Attn: Bao Truong
Jared Hendricks
Jeff Goldfarb

Email: btruong@centerbridge.com
jhendricks@centerbridge.com
jgoldfarb@centerbridge.com

Schedule 1

Direct Investment Shares

Commitment Party	Percentage of Direct Investment Shares
Centerbridge Capital Partners III, L.P.	95.56128750073090%
Centerbridge Capital Partners SBS III, L.P.	4.438712499269070%

Schedule 2

Debtor Entities

Name of Entity	Jurisdiction
SpeedCast International Limited	Australia
SpeedCast UK Holdings Limited	England & Wales
CapRock UK Limited	Scotland
CapRock Communications Pte. Ltd.	Singapore
Speedcast Cyprus Ltd.	Cyprus
SpeedCast Limited	Hong Kong
SpeedCast Group Holdings Pty Ltd	Australia
SpeedCast Americas, Inc.	United States
SpeedCast Communications, Inc.	United States
SpaceLink Systems, LLC	United States
SpeedCast Australia Pty Limited	Australia
Satellite Communications Australia Pty Ltd	Australia
Oceanic Broadband Solutions Pty Ltd	Australia
SpeedCast Managed Services Pty Limited	Australia
Maritime Communication Services, Inc.	United States
Telaurs Communications LLC	United States
CCI Services Corp.	United States
HCT Acquisition, LLC	United States
Cosmos Holdings Acquisition Corp.	United States
Globecomm Network Services Corporation	United States
Hermes Datacommunications International Limited	England & Wales
SpeedCast Singapore Pte. Ltd.	Singapore
SpaceLink Systems II, LLC	United States
CapRock Comunicações do Brasil Ltda.	Brazil
CapRock Participações do Brasil Ltda.	Brazil
Speedcast Canada Limited	Canada
CapRock Communications (Australia) Pty Ltd	Australia
SpeedCast Norway AS	Norway
Globecomm Europe B.V.	Netherlands
NewCom International, Inc.	United States
Evolution Communications Group Limited	British Virgin Islands
SpeedCast Netherlands B.V.	Netherlands
SpeedCast France SAS	France

Exhibit A
Plan

[Attached]

Exhibit B
Joinder

[Attached]

Form of Joinder Agreement

JOINDER AGREEMENT

This Joinder Agreement (the “***Joinder Agreement***”) to the Amended and Restated Equity Commitment Agreement dated as of October 10, 2020 (as amended, supplemented or otherwise modified from time to time, the “***Equity Commitment Agreement***”), among the Company and the Commitment Parties is executed and delivered by the undersigned (the “***Joining Party***”) as of [●], 2020 (the “***Joinder Date***”). Each capitalized term used herein but not otherwise defined shall have the meaning set forth in the Equity Commitment Agreement.

1. Agreement to be Bound. The Joining Party hereby agrees to be bound by all of the terms of the Equity Commitment Agreement, a copy of which is attached to this Joinder Agreement as **Annex 1** (as the same has been or may be hereafter amended, restated or otherwise modified from time to time in accordance with the provisions hereof). The Joining Party shall hereafter be deemed to be a “Commitment Party” for all purposes under the Equity Commitment Agreement. Without limiting the foregoing, pursuant to and in accordance with Section 2 of the Equity Commitment Agreement, the Joinder Party hereby commits to purchase Direct Investment Shares pursuant to the Equity Commitment Agreement.
2. Representations and Warranties. The Joining Party hereby severally and not jointly makes the representations and warranties of the Commitment Parties as set forth in **Section 5** of the Equity Commitment Agreement to the Company as of the date hereof.
3. Investor Status. Without limiting the foregoing, the Joining Party represents and warrants that (x) it is a record holder of an allowed claim under that certain Syndicated Facility Agreement, dated as of May 15, 2018 (“***Prepetition SFA Claims***”), and (y) that is (i) an “accredited investor” (as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act of 1933 and the rules and regulations of the SEC thereunder (the “***Securities Act***”)) or a qualified institutional buyer (within the meaning of Rule 144A of the Securities Act) and (ii) a “professional investor” within the meaning of the Corporations Act.
4. Governing Law. This Joinder Agreement shall be governed by and construed in accordance with the laws of the State of New York, but without giving effect to applicable principals of conflicts of law to the extent that the application of the Law of another jurisdiction would be required thereby.

[Signature pages to follow]

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

[JOINING PARTY]

By: _____
Name:
Title:

Exhibit D

Liquidation Analysis

SPEEDCAST INTERNATIONAL LIMITED, et al.

HYPOTHETICAL LIQUIDATION ANALYSIS

THE AMOUNTS PRESENTED ARE ESTIMATES AND ARE BASED UPON THE ASSUMPTIONS NOTED. ACTUAL RESULTS COULD VARY MATERIALLY FROM WHAT IS PRESENTED.

Pursuant to section 1129(a)(7) of the Bankruptcy Code (frequently referred to as the “best interests test”), Holders of Allowed Claims must either (a) accept the Plan or (b) receive or retain under the Plan property of a value, as of the Plan’s assumed Effective Date, that is not less than the value such non-accepting Holder would receive or retain if the Debtors were liquidated under chapter 7 of the Bankruptcy Code (“Chapter 7” and, the cases thereunder, the “Chapter 7 Cases” and, the trustee appointed thereunder, “Chapter 7 Trustee”). In determining whether the best interests test has been met, the first step is to determine the dollar amount that would be generated from a hypothetical liquidation of the Debtors’ assets under Chapter 7.

The Debtors have prepared this hypothetical liquidation analysis (the “Liquidation Analysis”) in connection with the Disclosure Statement. The Liquidation Analysis reflects the estimated cash proceeds, net of liquidation-related costs that would likely be available to the Debtors’ creditors if the Debtors were to be liquidated under Chapter 7 as an alternative to the restructuring of the Debtors’ businesses as proposed under the Plan. Accordingly, asset values discussed herein may be different than amounts referred to in the Plan. The Liquidation Analysis is based upon the assumptions contained herein and in the Disclosure Statement. All capitalized terms not defined in this Liquidation Analysis have the meanings ascribed to them in the Disclosure Statement.

UNDERLYING THE LIQUIDATION ANALYSIS ARE NUMEROUS ESTIMATES THAT, ALTHOUGH DEVELOPED AND CONSIDERED REASONABLE BY THE DEBTORS, ARE INHERENTLY SUBJECT TO SIGNIFICANT BUSINESS, ECONOMIC, REGULATORY, LITIGATION AND COMPETITIVE UNCERTAINTIES AND CONTINGENCIES BEYOND THE CONTROL OF THE DEBTORS AND THEIR MANAGEMENT. ACCORDINGLY, THERE CAN BE NO ASSURANCE THAT THE VALUES REFLECTED IN THE LIQUIDATION ANALYSIS WOULD BE REALIZED IF THE DEBTORS WERE, IN FACT, LIQUIDATED UNDER CHAPTER 7 OF THE BANKRUPTCY CODE, AND ACTUAL RESULTS COULD MATERIALLY DIFFER FROM THE RESULTS SET FORTH HEREIN.

OVERVIEW OF SIGNIFICANT ASSUMPTIONS

- The preliminary wind down scenario was prepared to estimate a range of liquidation value and to establish best interest.
- It is assumed the business would cease operations on December 31, 2020 and begin a wind down process. The wind down is assumed to occur over a 6-month period.
- It is assumed that the Company would file a Chapter 7 proceeding and a Trustee would be appointed to the case. This analysis assumes all currently filed entities are included in the Chapter 7.
- The liquidation analysis was prepared on a Debtor entity by Debtor entity basis and follows a priority waterfall where assets are liquidated at each Debtor entity. Under the liquidation analysis, liquidation expenses are paid first before remaining cash proceeds are distributed to creditors at each entity in accordance with creditor priorities.
- The wind down has been projected utilizing the Company's August financials as well as the DIP budget.
- The Company's Government business (which is in non-debtor Proxy entities) is projected to be sold with sale proceeds flowing to the immediate Debtor parent entity.
- Remaining non-debtor entities are projected to be liquidated with all creditors at each entity to be satisfied before remaining proceeds flow up to the parent company.

Speedcast International Limited, et al.

Hypothetical Chapter 7 Liquidation Analysis

(\$ in 000s)	Actual/ Book/ Estimated Value	Notes	High Value		Low Value	
			\$	%	\$	%
Liquidation Proceeds:						
Unrestricted Cash	\$ 14,874	(a)				
(-) Amount subject to asset financing obligations	(1,602)	(b)				
Unrestricted Cash - Available for liquidation	13,272		\$ 13,272	100%	\$ 13,272	100%
Restricted Cash	14,216	(c)	9,133	64%	6,088	43%
Accounts Receivable	96,882	(d)	50,700	52%	43,095	44%
Other Receivables	82,386	(e)	-	0%	-	0%
Inventories	21,075	(f)				
(-) Amount subject to asset financing obligations	(5,237)	(b)				
Inventories - Available for liquidation	15,838		12,671	80%	9,503	60%
PP&E, net (Excl. IFRS 16)	105,553	(f)				
(-) Amount subject to asset financing obligations	(6,971)	(b)				
PP&E, net (Excl. IFRS 16) - Available for liquidation	98,583		11,591	12%	5,795	6%
PP&E, net - Right of Use Assets (IFRS 16)	28,522	(g)	-	0%	-	0%
Sale of Proxy Business	102,971	(h)	102,971	100%	82,377	80%
Liquidation Proceeds from Non-Debtors (excl. Proxy)	10,422	(i)	10,422	100%	8,749	84%
Preference Claims	53,146	(j)	5,315	10%	-	0%
Interests in Joint Ventures	5	(f)	-	0%	-	0%
Goodwill and Intangible Assets	43,377	(f)	-	0%	-	0%
Other Non-current Receivables	435	(f)	-	0%	-	0%
Deferred Tax Assets	18,240	(f)	-	0%	-	0%
Total Proceeds Available For Distribution	578,294		216,073	37%	168,879	29%
Liquidation Expenses:						
Chapter 7 Trustee Fees		(k)	(6,482)		(5,066)	
Trustee Professional Fees		(l)	(6,000)		(6,000)	
Rent Expenses		(m)	(785)		(785)	
Insurance Expenses		(m)	(79)		(79)	
Other Wind-Down Expenses		(n)	(4,321)		(3,378)	
Total Liquidation Expenses			(17,667)		(15,308)	
Net Proceeds Available for Distribution		(o)	\$ 198,406		\$ 153,571	
	Claim Estimate		Projected Recovery		Projected Recovery	
			\$	%	\$	%
Superpriority Administrative Claims:						
Outstanding DIP Borrowings	\$ 247,966	(p)	\$ 198,406	80%	\$ 153,571	62%
Total Superpriority Administrative Claims	247,966		198,406	80%	153,571	62%
Other Administrative Claims:						
Post-Petition A/P	\$ 42,547	(q)	-	0%	-	0%
Accrued Lender Professional Fees and UST Fees	1,291	(r)	-	0%	-	0%
Payroll & Benefits Admin Claims	11,423	(s)	-	0%	-	0%
Priority Tax Claims	18,028	(t)	-	0%	-	0%
Total Other Administrative Claims	73,289		-	0%	-	0%
Prepetition Credit Facility:						
Outstanding Borrowings	\$ 633,907	(u)	-	0%	-	0%
Remaining Proceeds Available for Distribution			\$ -		\$ -	
Asset Financing Facility Obligations:						
Asset Financing Facility Obligations	\$ 13,809	(b)	\$ 13,809	100%	\$ 13,809	100%

Notes:

- (a) Projected unrestricted cash balances at Debtor entities as of December 31, 2020 liquidation date.
- (b) Assumes assets are returned to asset financing counter-parties with book values equal to the claim amounts of the obligations. In the case of the Cobham facilities, the book value of inventory and PP&E returned from Speedcast Cyprus Ltd. is not sufficient to satisfy the claims in full, requiring cash to satisfy the claims in full.
- (c) Projected restricted cash balances at Debtor entities as of December 31, 2020 liquidation date. Excludes \$6 million of cash related to the Harris settlement, which is assumed to be returned to Harris. Excludes restricted cash held in segregated accounts for purpose of satisfying specific claims (AUS employee account, utility deposit account, and professional fee account). Restricted cash is primarily composed of cash subject to country capital controls, as well as cash held in check payment accounts.
- (d) Amount per A/R aging detail as of September 27, 2020. Amounts reflect gross trade receivables prior to provision for doubtful accounts of approximately \$19 million. Recovery rates on A/R balances incorporate country-specific risks, as well as age of receivable balances.
- (e) Amount reflects book values per Debtor entity balance sheets as of August 31, 2020. Negative asset values at legal entity level are treated as zero values. Other receivables primarily consists of: (i) accrued income related to percentage-of-completion accounting for one of the Company's major contracts; (ii) prepaid expenses, generally consisting of satellite & terrestrial prepayments, WHT taxes, and other general prepayments; (iii) a tax deposit with local tax authorities in Brazil, return of which is contingent on a settlement with tax authorities; and (iv) other general receivables.
- (f) Amounts reflect book values per Debtor entity balance sheets as of August 31, 2020. Negative asset values at legal entity level are treated as zero values.
- (g) Amounts reflect book values of right of use assets per Debtor entity balance sheets as of August 31, 2020. Assumes any equipment or other assets subject to operating leases will be returned to the lease claimants.
- (h) Assumes sale of proxy business with sale proceeds flowing to immediate parent entity, SpeedCast Americas, Inc. High-value estimate for sale proceeds assumes a 5.1x multiple on forecasted EBITDA of \$20.1 million.
- (i) Assumes assets at non-Debtor excluded subsidiaries are liquidated and used to pay outstanding unsecured claims at those entities. Any remaining proceeds after payment of unsecured claims flow to the immediate Debtor parent entity of each non-Debtor subsidiary.
- (j) Amount reflects payments to creditors within 90 days before the petition date, excluding payments to creditors with contracts that are proposed to be assumed. Detailed analysis of the payments has not been completed to determine if such payments can be considered preferential. For purposes of the liquidation analysis, a range of 0% to 10% recovery has been assumed.
- (k) Assumes Chapter 7 Trustee Fees equal to 3% of Liquidation Proceeds.
- (l) Assumes \$1 million per month during 6-month wind down period for Chapter 7 Trustee's professional fees.
- (m) Assumes one month of rent and insurance expenses are incurred following the liquidation date.
- (n) Estimate equal to 2% of Liquidation Proceeds for other miscellaneous wind-down expenses.
- (o) Analysis assumes distribution of proceeds to claimants according to priorities set out in US law. Certain claims may have differing priorities in certain foreign jurisdictions.
- (p) Projected balance of the refinanced DIP facility as of December 31, 2020 liquidation date is based on the Speedcast Weekly Cash Flow Forecast that was used for the DIP refinancing motion filed on September 12, 2020, and DIP refinancing interim order filed on September 18, 2020.
- (q) Estimated balance as of December 31, 2020 liquidation date based on A/P aging report dated September 25, 2020. Claim amount reduced by cash held in utility deposit account, which is assumed to satisfy utility claims.
- (r) Projected outstanding accrued balance as of December 31, 2020 liquidation date.
- (s) Estimated balance as of December 31, 2020 liquidation date based on Debtor entity balance sheets as of August 31, 2020. All payroll and benefit claims at Australian entities are assumed to be satisfied in full by cash held in the Australia employee obligations account.
- (t) Estimated balance as of December 31, 2020 liquidation date based on Debtor entity balance sheets as of August 31, 2020. Excludes entities with negative tax liability balances in balance sheets.
- (u) Projected balance as of December 31, 2020 liquidation date, including estimated swap termination claims of \$23.8 million for Credit Agricole and \$11.1 million for ING. Balance has not been adjusted for any draws on LCs occurring post-petition, which would be expected to reduce outstanding prepetition unsecured claims and increase the claim related to the prepetition credit facility. As of the petition date, the Debtors had approximately \$10.6 million of outstanding LCs on the prepetition credit facility.

Speedcast International Limited, et al.Estimated Liquidation Recovery by Entity
(\$ in 000s)

Entity	Superpriority Administrative Claims			Other Administrative Claims			Prepetition Credit Facility		
	Amount	Recovery Percentage		Amount	Recovery Percentage		Amount	Recovery Percentage	
		High	Low		High	Low		High	Low
CapRock Communications (Australia) Pty Ltd	\$ 247,966	0%	0%	\$ 54	-	-	\$ 633,907	-	-
CapRock Communications Pte. Ltd.	247,966	0%	0%	169	-	-	633,907	-	-
CapRock Comunicações do Brasil Ltda.	247,966	1%	1%	2,116	-	-	633,907	-	-
CapRock Participações do Brasil Ltda.	247,966	0%	0%	129	-	-	633,907	-	-
CapRock UK Limited	247,966	3%	2%	3,910	-	-	633,907	-	-
CCI Services Corp.	247,966	1%	1%	324	-	-	633,907	-	-
Cosmos Holdings Acquisition Corp.	247,966	-	-	-	-	-	633,907	-	-
Evolution Communications Group Limited	247,966	0%	0%	915	-	-	-	-	-
Globecomm Europe B.V.	247,966	1%	1%	2,752	-	-	-	-	-
Globecomm Network Services Corporation	247,966	3%	2%	2,581	-	-	633,907	-	-
HCT Acquisition, LLC	247,966	-	-	-	-	-	633,907	-	-
Hermes Datacommunications International Limited	247,966	2%	2%	447	-	-	633,907	-	-
Maritime Communication Services, Inc.	247,966	5%	4%	862	-	-	633,907	-	-
NewCom International, Inc.	247,966	2%	1%	868	-	-	-	-	-
Oceanic Broadband Solutions Pty Ltd	247,966	2%	2%	964	-	-	633,907	-	-
Satellite Communications Australia Pty Ltd	247,966	0%	0%	-	-	-	633,907	-	-
SpaceLink Systems II, LLC	247,966	0%	0%	-	-	-	633,907	-	-
SpaceLink Systems, LLC	247,966	0%	-	-	-	-	633,907	-	-
SpeedCast Americas, Inc.	247,966	39%	31%	521	-	-	633,907	-	-
SpeedCast Australia Pty Limited	247,966	4%	3%	1,541	-	-	633,907	-	-
Speedcast Canada Limited	247,966	0%	0%	161	-	-	-	-	-
SpeedCast Communications, Inc.	247,966	6%	4%	21,843	-	-	633,907	-	-
Speedcast Cyprus Ltd.	247,966	3%	2%	2,348	-	-	-	-	-
SpeedCast France SAS	247,966	0%	0%	139	-	-	-	-	-
SpeedCast Group Holdings Pty Ltd	247,966	0%	0%	-	-	-	633,907	-	-
SpeedCast International Limited	247,966	1%	1%	6,281	-	-	633,907	-	-
SpeedCast Limited	247,966	1%	1%	13,017	-	-	633,907	-	-
SpeedCast Managed Services Pty Limited	247,966	0%	-	8,036	-	-	633,907	-	-
SpeedCast Netherlands B.V.	247,966	1%	1%	1,048	-	-	-	-	-
SpeedCast Norway AS	247,966	1%	1%	1,232	-	-	633,907	-	-
SpeedCast Singapore Pte. Ltd.	247,966	1%	1%	623	-	-	633,907	-	-
SpeedCast UK Holdings Limited	247,966	0%	0%	-	-	-	633,907	-	-
Telaurus Communications LLC	247,966	1%	1%	408	-	-	633,907	-	-

Note: Liquidation Analysis indicates there is insufficient value available to repay Superpriority Administrative Claims in full. As a result, there is no recovery projected for Other Administrative Claims, Prepetition Credit Facility, or unsecured claims.

Exhibit E

Financial Projections

Financial Projections

*The prospective financial information included in this Disclosure Statement has been prepared by the Debtors' management team ("**Management**"). No independent auditors have examined, compiled or performed any procedures with respect to the accompanying prospective financial information.*

The Debtors do not, as a matter of course, publish their business plans, budgets or strategies or disclose projections or forecasts of their anticipated financial positions, results of operations or cash flows. Accordingly, the Debtors do not anticipate that they will, and disclaim any obligation to, furnish updated business plans, budgets, strategies, projections or forecasts of their anticipated financial positions, results of operations or cash flows to creditors or equity interest holders prior to the Effective Date of the Plan or to include such information in documents required to be filed with the SEC or otherwise make such information publicly available.

The assumptions, projections and other financial information contained in this section contain "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995.

The Debtors believe that the Plan meets the feasibility requirements set forth in section 1129(a)(11) of the Bankruptcy Code, as confirmation is not likely to be followed by liquidation or the need for further financial reorganization of the Debtors or any successor under the Plan. In connection with the planning and development of a plan of reorganization and for the purposes of determining whether such plan would satisfy this feasibility standard, the Debtors analyzed their ability to satisfy their financial obligations while maintaining sufficient liquidity and capital resources.

Management, with the assistance of their advisors, has prepared financial projections (the "**Financial Projections**") for the fiscal years 2020 through 2023 (the "**Projection Period**"). The Financial Projections were prepared by Management, with the assistance of their advisors, and are based on a number of assumptions made by Management and their advisors with respect to the potential future performance of the Reorganized Debtors' operations assuming the consummation of the Plan. The Financial Projections are presented on a consolidated basis, including estimates of operating results for Debtor entities and non-Debtor entities combined.

The Financial Projections will also assist each holder of a claim or interest in determining whether to vote to accept or reject the Plan. In general, as illustrated by the Financial Projections, the reduction of debt on the Debtors' balance sheet will substantially reduce future interest expense and improve future cash flows. Based on the Financial Projections, the Debtors should have sufficient cash flow to pay and service their post-restructuring debt obligations and to operate their business. The Debtors believe that the Confirmation Date and Effective Date of the Plan are not likely to be followed by the liquidation or further reorganization of the Reorganized Debtors. Accordingly, the Debtors believe that the Plan satisfies the feasibility requirements of section 1129(a)(11) of the Bankruptcy Code.

THESE FINANCIAL PROJECTIONS WERE NOT PREPARED WITH A VIEW TOWARD COMPLIANCE WITH PUBLISHED GUIDELINES OF THE SEC OR GUIDELINES

ESTABLISHED BY THE AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS FOR PREPARATION AND PRESENTATION OF PROSPECTIVE FINANCIAL INFORMATION. THE PROJECTED BALANCE SHEETS DO NOT REFLECT THE IMPACT OF FRESH START ACCOUNTING, WHICH COULD RESULT IN A MATERIAL CHANGE TO ANY OF THE PROJECTED VALUES.

ALTHOUGH MANAGEMENT HAS PREPARED THE FINANCIAL PROJECTIONS IN GOOD FAITH AND BELIEVES THE ASSUMPTIONS TO BE REASONABLE, IT IS IMPORTANT TO NOTE THAT THE DEBTORS AND THE REORGANIZED DEBTORS CAN PROVIDE NO ASSURANCE THAT SUCH ASSUMPTIONS WILL BE REALIZED. AS DESCRIBED IN SECTION VIII OF THE DISCLOSURE STATEMENT, A VARIETY OF RISK FACTORS COULD AFFECT THE REORGANIZED DEBTORS' FINANCIAL RESULTS AND MUST BE CONSIDERED. ACCORDINGLY, THE FINANCIAL PROJECTIONS SHOULD BE REVIEWED IN CONJUNCTION WITH A REVIEW OF THE RISK FACTORS SET FORTH IN SECTION X OF THE DISCLOSURE STATEMENT AND THE ASSUMPTIONS DESCRIBED HEREIN, INCLUDING ALL RELEVANT QUALIFICATIONS AND FOOTNOTES, AND ANY RESULTING CHANGES TO THE FINANCIAL PROJECTIONS COULD BE MATERIAL.

1. General Assumptions

Overview: SpeedCast International Limited, along with its Debtor and non-Debtor subsidiaries, provides services through five distinct business verticals: Cruise, Commercial Maritime, Energy, Enterprise and Emerging Markets (“EEM”), and Government. Speedcast intends on remaining the leading independent (non-satellite operator) service provider to remote communication users through continued focus on these five key verticals, which will provide economies of scale once true operational integration has taken place.

Presentation: The Financial Projections are presented on a consolidated basis, including estimates of operating results for Debtor and non-Debtor entities, combined.

Accounting Policies: The Financial Projections may not reflect all of the adjustments necessary to implement fresh-start accounting pursuant to Accounting Standards Certification 852-10, as issued by the Financial Accounting Standards Board.

Methodology: Key personnel from all of the Debtors' operating regions and various business verticals provided input in the development of the Financial Projections. In developing the Financial Projections, the Debtors reviewed current portfolio and contract backlog, known customer churn and general economic risk factors relating to Chapter 11 and COVID-19. The Financial Projections further assumed growth year-over-year assuming a recovery post COVID-19 (except for the Cruise and Energy verticals). Bandwidth cost of sales is assumed variable and is based on recovering margin structure while other service and equipment cost of sales projections are based on a target margin.

The Financial Projections incorporate multiple sources of information. While the Debtors remain confident in the long-term fundamentals of the satellite communications market, the Financial Projections reflect a downturn in the cruise, commercial maritime, and energy markets as the timing of industry recovery remains uncertain.

Plan Consummation: The Financial Projections assume that the Plan will be confirmed or consummated on or about September 30, 2020.

2. Assumptions with Respect to the Projected Income Statement

Revenues: Revenue in the Financial Projections is forecast on a vertical basis with the input of management and the respective vertical leads. Significant assumptions were made with respect to timing and overall recovery levels as a result of COVID-19 and the Chapter 11 filing.

Cost of Sales: Cost of Sales are broken into four components: Bandwidth, Service and Equipment, Voice, and Other COS. Cost of Sales is projected assuming a recovering margin structure, and is based upon historical operating costs, adjusted for cost reduction efforts.

Operating Expenses: Operating Expenses are primarily comprised of labor costs and other expenses associated with the Debtors' corporate overhead. The amount of Operating Expenses is based on historical costs, adjusted for cost reduction efforts.

Restructuring Costs: Restructuring Costs consist of actual and estimated fees for professional advisors, financing fees and other costs directly attributable to the Chapter 11 cases, assuming emergence from Chapter 11 on September 30, 2020. Expenses and other costs associated with the restructuring are forecasted to be approximately \$101 million.

Tax Expense: Tax Expense is projected based on a jurisdictional basis, utilizing the Company's 2020 corporate income tax schedule. No assumptions were made with respect to tax impacts from recapitalization. 2021+ assumptions are based on the Government business unit only and do not include estimates for the remainder of the business. In addition, no assumptions were made in relation to determining available NOLs, capital structure and deductibility of intangibles.

Transformation Plan: The Company's transformation plan is critical to ongoing viability and success of Speedcast, and is designed to integrate operations, restore organizational health and drive business efficiencies. Transformation relies on capital and many initiatives being implemented on time. The transformation plan does not include any assumption of consultant costs to implement.

Chapter 11: The Financial Projections have been prepared on an unlevered basis, and assume that the Debtors are not burdened with the existing debt post Chapter 11. It is assumed that a Chapter 11 exit occurs by end of Q3 2020, and that the process runs smoothly and quickly to ensure the Company can retain key personnel.

3. Assumptions with Respect to the Projected Balance Sheet and Projected Statement of Cash

Pro Forma Adjustments Related to Emergence: The balance sheet has been presented on a debt free basis. The balance sheet does not contemplate any fresh start accounting for restructuring (including treatment of pre-petition liabilities). The balance sheet does not include any adjustments to December 2019 Intangible values since no impairment review has been completed.

Working Capital: Working Capital assumptions are based on the historical days sales outstanding and historical days payable, as well as on the historical levels of prepaid and other current assets and current liabilities. Additionally, the impact of COVID-19 is incorporated into the assumptions in the early years before gradually normalizing.

Capital Expenditures: Projections for capital expenditures were prepared with consideration of the Debtors' revenue forecast and expected maintenance requirements. Capital expenditures related to the transformation plan were developed separately and are included in the financial projections.

Capital Structure: No assumptions were made with respect to capital structure upon emergence from Chapter 11.

CONSOLIDATED INCOME STATEMENT (\$ in Millions)	Year Ending December 31			
	FY 2020	FY 2021	FY 2022	FY 2023
Total Revenue	\$ 549	\$ 504	\$ 536	\$ 566
Cost of Sales	(326)	(292)	(312)	(327)
Gross Profit	222	212	224	240
Gross Margin %	40.5%	42.0%	41.8%	42.3%
Operating Expenses	(180)	(165)	(165)	(165)
EBITDA	42	47	59	75
EBITDA %	7.7%	9.2%	11.0%	13.2%
Net Transformation Benefits	1	16	23	30
Restructuring Costs	(81)	(20)	-	-
Depreciation	(51)	(51)	(50)	(47)
Amortization	(35)	(32)	(30)	(27)
Operating Income	(124)	(40)	3	30
Net Finance Cost	(39)	(2)	(2)	(2)
Gain (Loss) on Foreign Currency, Net	(21)	-	-	-
Tax Expense	(9)	(5)	(5)	(5)
Net Income / (Loss)	\$ (194)	\$ (47)	\$ (4)	\$ 24

CONSOLIDATED BALANCE SHEET (\$ in Millions)	Year Ending December 31			
	FY 2020	FY 2021	FY 2022	FY 2023
Assets				
Cash and cash equivalents	\$ 72	\$ 70	\$ 96	\$ 152
Receivables	177	174	177	178
Inventories	22	20	18	17
Property plant and equipment	157	146	138	123
Other	295	272	252	235
Total Assets	\$ 724	\$ 683	\$ 681	\$ 706
Liabilities				
Accounts payable	\$ 261	\$ 274	\$ 276	\$ 277
Borrowings	6	0	-	-
Other	61	61	61	60
Total Liabilities	\$ 328	\$ 335	\$ 337	\$ 337
Net Assets	\$ 396	\$ 349	\$ 344	\$ 368

CONSOLIDATED STATEMENT OF CASH FLOWS (\$ in Millions)	Year Ending December 31			
	FY 2020 (May – Dec.)	FY 2021	FY 2022	FY 2023
Net Income (Incl. Transformation Benefits)	\$ (136)	\$ (44)	\$ (2)	\$ 24
(-) Costs to Implement Transformation	(3)	(3)	(2)	(1)
(+) Professional Fee Restructuring Costs	39	-	-	-
(+) Depreciation & Amortization	60	83	79	74
(+/-) Changes in Working Capital	67	18	2	0
Net Operating Cash Flow	28	54	77	97
Total Capex (Incl. Transformation Capex)	(33)	(42)	(44)	(34)
Net Operating Cash Flow Less Capex	(5)	12	33	63
Professional Fee Restructuring Costs	(39)	-	-	-
Debt Issuances / (Repayments)	48	(6)	(0)	-
Other Financing Cash Flows	(6)	(7)	(7)	(7)
Net Financing Cash Flows	3	(14)	(7)	(7)
Beginning Cash	74	72	70	96
Change in Cash	(2)	(2)	26	56
Ending Cash	72	70	96	152

Exhibit F

Valuation Analysis

REORGANIZED DEBTORS VALUATION ANALYSIS¹

THE VALUATION INFORMATION CONTAINED HEREIN IS NOT A PREDICTION OR GUARANTEE OF THE ACTUAL MARKET VALUE THAT MAY BE REALIZED THROUGH THE ISSUANCE OF ANY SECURITIES PURSUANT TO THE PLAN. THIS VALUATION IS PRESENTED SOLELY FOR THE PURPOSE OF PROVIDING ADEQUATE INFORMATION AS REQUIRED BY SECTION 1125 OF THE BANKRUPTCY CODE TO ENABLE THE HOLDERS OF CLAIMS OR INTERESTS ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN TO MAKE AN INFORMED JUDGMENT ABOUT THE PLAN AND SHOULD NOT BE USED OR RELIED UPON FOR ANY OTHER PURPOSE, INCLUDING THE PURCHASE OR SALE OF CLAIMS AGAINST OR INTERESTS IN THE DEBTORS.

At the Debtors' request, Moelis & Company LLC ("**Moelis**") performed a valuation analysis of the Reorganized Debtors.

Based upon and subject to the review and analysis described herein, and subject to the assumptions, limitations and qualifications described herein, Moelis' view, as of September 12, 2020, was that the estimated going concern enterprise value of the Reorganized Debtors, as of an assumed Effective Date for purposes of Moelis' valuation analysis of January 31, 2021 (the "**Assumed Effective Date**"), would be in a range between \$335 million and \$460 million. The midpoint of our enterprise valuation range is \$397.5 million.

Moelis' views are necessarily based on economic, monetary, market, and other conditions as in effect on, and the information made available to Moelis as of, the date of its analysis (September 12, 2020). As you are aware, the credit, financial and stock markets have been experiencing unusual volatility, and Moelis expresses no opinion or view as to any potential effects of such volatility on the Reorganized Debtors or their value. It should be understood that, although subsequent developments may affect Moelis' views, Moelis does not have any obligation to update, revise, or reaffirm its analysis or its estimate.

Moelis' analysis is based, at the Debtors' direction, on a number of assumptions, including, among other assumptions, that (i) the Debtors will be reorganized in accordance with the Plan, which will be effective on the Assumed Effective Date, (ii) the Reorganized Debtors will achieve the results set forth in the Debtors' management's financial projections attached as Exhibit E to this Disclosure Statement (the "**Financial Projections**") for 2021 through 2023 (the "**Projection Period**") provided to Moelis by the Debtors, (iii) the Reorganized Debtors' capitalization and available cash will be as set forth in the Plan and this Disclosure Statement, and (iv) the Reorganized Debtors will be able to obtain all future financings, on the terms and at the times, necessary to achieve the results set forth in the Financial Projections. Moelis makes no representation as to the achievability or reasonableness of such assumptions. In addition, Moelis assumed that there will be no material change in economic, monetary, market, and other conditions as in effect on, and the information made available to Moelis, as of the Assumed Effective Date.

¹

Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Amended Joint Chapter 11 Plan of Reorganization of SpeedCast International Limited and its Debtor Affiliates (as altered, amended, modified, or supplemented from time to time, the "**Plan**").

Moelis assumed, at the Debtors' direction, that the Financial Projections prepared by the Debtors' management were reasonably prepared on a basis reflecting the best currently available estimates and judgments of the Debtors' management as to the future financial and operating performance of the Reorganized Debtors. The future results of the Reorganized Debtors are dependent upon various factors, many of which are beyond the control or knowledge of the Debtors, and consequently are inherently difficult to project. The Reorganized Debtors' actual future results may differ materially (positively or negatively) from the Financial Projections and, as a result, the actual enterprise value of the Reorganized Debtors may be materially higher or lower than the estimated range herein. Among other things, failure to consummate the Plan in a timely manner may have a materially negative impact on the enterprise value of the Reorganized Debtors.

The estimated enterprise value set forth above represents a hypothetical enterprise value of the Reorganized Debtors as the continuing operators of the business and assets of the Debtors, after giving effect to the Plan, based on consideration of certain valuation methodologies as described below. The estimated enterprise value in this section does not purport to constitute an appraisal or necessarily reflect the actual market value that might be realized through a sale or liquidation of the Reorganized Debtors, their securities or their assets, which may be materially higher or lower than the estimated enterprise value range herein. The actual value of an operating business such as the Reorganized Debtors' business is subject to uncertainties and contingencies that are difficult to predict and will fluctuate with changes in various factors affecting the financial condition and prospects of such a business.

In conducting its analysis, Moelis, among other things: (i) reviewed certain publicly available business and financial information relating to the Reorganized Debtors that Moelis deemed relevant; (ii) reviewed Financial Projections, furnished to Moelis by the Debtors; (iii) conducted discussions with members of senior management and representatives of the Debtors concerning the matters described in clauses (i) and (ii) of this paragraph, as well as their views concerning the Debtors' business prospects before giving effect to the Plan, and the Reorganized Debtors' business and prospects after giving effect to the Plan; (iv) reviewed publicly available financial and stock market data for certain other companies in lines of business that Moelis deemed relevant; (v) reviewed publicly available financial data for certain transactions that Moelis deemed relevant; and (vi) conducted such other financial studies and analyses and took into account such other information as Moelis deemed appropriate. In connection with its review, Moelis did not assume any responsibility for independent verification of (and did not independently verify) any of the information supplied to, discussed with, or reviewed by Moelis and, with the consent of the Debtors, relied on such information being complete and accurate in all material respects. In addition, at the direction of the Debtors, Moelis did not make any independent evaluation or appraisal of any of the assets or liabilities (contingent, derivative, off-balance-sheet, tax-related or otherwise) of the Reorganized Debtors, nor was Moelis furnished with any such evaluation or appraisal. Moelis also assumed, with the Debtors' consent, that the final form of the Plan does not differ in any respect material to its analysis from the final draft that Moelis reviewed.

The estimated enterprise value in this section does not constitute a recommendation to any Holder of a Claim or Interest as to how such Holder of a Claim or Interest should vote or otherwise act with respect to the Plan. Moelis has not been asked to and does not express any view as to what the trading value of the Reorganized Debtors' securities would be when issued pursuant to the Plan or the prices at which they may trade in the future. The estimated enterprise value set forth herein

does not constitute an opinion as to fairness from a financial point of view to any Holder of a Claim or Interest of the consideration to be received by such Holder of a Claim or Interest under the Plan or of the terms and provisions of the Plan.

[Remainder of page intentionally left blank]

Exhibit G

Release Provisions

10.5 Plan Injunction.

(a) Except as otherwise provided in the Plan or in the Confirmation Order, from and after the Effective Date, pursuant to section 524(a) of the Bankruptcy Code, all Persons or Entities who have held, hold, or may hold Claims or Interests (whether proof of such Claims or Interests has been filed or not and whether or not such Persons or Entities vote in favor of, against or abstain from voting on the Plan or are presumed to have accepted or deemed to have rejected the Plan), and other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, and affiliates, that have been released, discharged, or are subject to exculpation, are, with respect to any such Claim or Interest, permanently enjoined after the entry of the Confirmation Order from: (i) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including any proceeding in a judicial, arbitral, administrative, or other forum) against or affecting, directly or indirectly, a Debtor, a Reorganized Debtor, a Released Party, or an Estate or the property of any of the foregoing, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons mentioned in this subsection (i) or any property of any such transferee or successor; (ii) enforcing, levying, attaching (including any prejudgment attachment), collecting, or otherwise recovering in any manner or by any means, whether directly or indirectly, any judgment, award, decree, or order against a Debtor, a Reorganized Debtor, a Released Party, or an Estate or its property, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons mentioned in this subsection (ii) or any property of any such transferee or successor; (iii) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against a Debtor, a Reorganized Debtor, a Released Party, or an Estate or any of its property, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons mentioned in this subsection (iii) or any property of any such transferee or successor; (iv) asserting any right of setoff, directly or indirectly, against any obligation due from asserting any right of setoff, directly or indirectly, against any obligation due from a Debtor, a Reorganized Debtor, a Released Party or an Estate or any of its property, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons mentioned in this subsection (iv) or any property of any such transferee or successor; (v) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan to the full extent permitted by applicable law; and (vi) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of the Plan; provided, that nothing contained in the Plan shall preclude such Persons or Entities who have held, hold, or may hold Claims against, or Interests in, a Debtor, a Reorganized Debtor, a Released Party, or an Estate from exercising their rights and remedies, or obtaining benefits, pursuant to and consistent with the terms of the Plan.

(b) By accepting distributions pursuant to the Plan, each holder of an Allowed Claim or Allowed Interest shall be deemed to have affirmatively and specifically consented to be bound by the Plan, including the injunctions set forth in this Section 10.5 of the Plan.

(c) For the avoidance of doubt, the injunctions set forth in this Section 10.5 of the Plan prohibit the enforcement of the Syndicated Facility Agreement against any SFA Loan Party.

10.6 Releases.

(a) **RELEASES BY THE DEBTORS.** AS OF THE EFFECTIVE DATE, EXCEPT FOR THE RIGHTS AND REMEDIES THAT REMAIN IN EFFECT FROM AND AFTER THE EFFECTIVE DATE TO ENFORCE THE PLAN AND THE OBLIGATIONS CONTEMPLATED BY THE PLAN DOCUMENTS AND THE DOCUMENTS IN THE PLAN SUPPLEMENT, ON AND AFTER THE EFFECTIVE DATE, THE RELEASED PARTIES WILL BE DEEMED CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED, BY THE DEBTORS, THE REORGANIZED DEBTORS, AND THE ESTATES, IN EACH CASE ON BEHALF OF THEMSELVES AND THEIR RESPECTIVE SUCCESSORS, ASSIGNS, AND REPRESENTATIVES AND ANY AND ALL OTHER PERSONS THAT MAY PURPORT TO ASSERT ANY CAUSE OF ACTION DERIVATIVELY, BY OR THROUGH THE FOREGOING PERSONS, INCLUDING THE LITIGATION TRUST (IF ESTABLISHED), FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, SUITS, JUDGMENTS, DAMAGES, DEMANDS, DEBTS, RIGHTS, AND CAUSES OF ACTION, LOSSES, REMEDIES, OR LIABILITIES WHATSOEVER (INCLUDING ANY DERIVATIVE CLAIMS, ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, THE REORGANIZED DEBTORS, OR THE ESTATES), WHETHER LIQUIDATED OR UNLIQUIDATED, FIXED OR CONTINGENT, MATURED OR UNMATURED, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, ACCRUED OR UNACCRUED, EXISTING OR HEREINAFTER ARISING, WHETHER IN LAW OR EQUITY, WHETHER SOUNDING IN TORT OR CONTRACT, WHETHER ARISING UNDER FEDERAL OR STATE STATUTORY OR COMMON LAW, OR ANY OTHER APPLICABLE INTERNATIONAL, FOREIGN, OR DOMESTIC LAW, RULE, STATUTE, REGULATION, TREATY, RIGHT, DUTY, REQUIREMENTS OR OTHERWISE THAT THE DEBTORS, THE REORGANIZED DEBTORS, THE ESTATES, OR THEIR AFFILIATES WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST OR OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THE CHAPTER 11 CASES, THE RESTRUCTURING, THE DIP DOCUMENTS, THE SYNDICATED FACILITY AGREEMENT, ANY SFA LOAN DOCUMENT, AND ANY RELATED INSTRUMENT, AGREEMENT, OR DOCUMENT, THE PLAN SPONSOR AGREEMENT, THE EQUITY COMMITMENT AGREEMENT, THE DIRECT INVESTMENT, THE FORBEARANCE AGREEMENT, THE AMENDED ORGANIZATIONAL DOCUMENTS, THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS OR THE REORGANIZED DEBTORS, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN ANY DEBTOR AND ANY RELEASED PARTY, THE RESTRUCTURING OF CLAIMS AND INTERESTS BEFORE OR

DURING THE CHAPTER 11 CASES, THE PLAN, THE DISCLOSURE STATEMENT, THE PLAN DOCUMENTS AND THE DOCUMENTS IN THE PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS, OR OTHER DOCUMENTS RELATING THERETO, AND THE NEGOTIATION, FORMULATION, PREPARATION OR CONSUMMATION OF ANY DOCUMENTS OR TRANSACTIONS IN CONNECTION WITH ANY OF THE FOREGOING, THE SOLICITATION OF VOTES WITH RESPECT TO THE PLAN, IN ALL CASES BASED UPON ANY ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASES SET FORTH ABOVE DO NOT RELEASE ANY OBLIGATIONS ARISING AFTER EFFECTIVE DATE OF ANY PARTY OR ENTITY UNDER THE PLAN, ANY RESTRUCTURING TRANSACTION, OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THOSE SET FORTH IN THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THE PLAN, INCLUDING THE ASSUMPTION OF THE INDEMNIFICATION PROVISIONS AS SET FORTH IN THE PLAN. FURTHERMORE, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, NOTHING IN THIS PROVISION SHALL, NOR SHALL IT BE DEEMED TO, RELEASE ANY RELEASED PARTY FROM ANY CLAIMS OR CAUSES OF ACTION THAT ARE FOUND, PURSUANT TO A FINAL ORDER, TO BE THE RESULT OF SUCH RELEASED PARTY'S GROSS NEGLIGENCE, ACTUAL FRAUD, OR WILLFUL MISCONDUCT.

ENTRY OF THE CONFIRMATION ORDER BY THE BANKRUPTCY COURT SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE RELEASES IN THIS SECTION 10.6(a) OF THE PLAN (the "DEBTOR RELEASES"), WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS UNDER THE PLAN, AND FURTHER, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE DEBTOR RELEASES ARE: (I) IN EXCHANGE FOR THE GOOD, VALUABLE AND ADEQUATE CONSIDERATION PROVIDED BY THE RELEASED PARTIES, (II) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE RELEASED CLAIMS RELEASED BY THE DEBTORS, THE REORGANIZED DEBTORS AND THE ESTATES, (III) IN THE BEST INTERESTS OF THE DEBTORS, THE ESTATES AND ALL HOLDERS OF CLAIMS AND INTERESTS, (IV) FAIR, EQUITABLE AND REASONABLE, (V) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING, AND (VI) A BAR TO ANY OF THE DEBTORS, THE REORGANIZED DEBTORS, OR THE ESTATES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE DEBTOR RELEASE.

(b) NON-DEBTOR SFA LOAN PARTY RELEASE.

SOLELY TO THE EXTENT SET FORTH IN THE CONFIRMATION ORDER, ENTRY OF THE CONFIRMATION ORDER BY THE BANKRUPTCY COURT SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE RELEASES IN THIS SECTION 10.6(B) OF THE PLAN (THE "NON-DEBTOR SFA LOAN PARTY RELEASE"), WHICH INCLUDES, BY REFERENCE, EACH OF THE RELATED PROVISIONS AND DEFINITIONS UNDER

THE PLAN, AND, FURTHERMORE, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE NON-DEBTOR SFA LOAN PARTY RELEASE IS (I) ESSENTIAL TO THE CONFIRMATION OF THE PLAN, (II) GIVEN IN EXCHANGE FOR THE GOOD, VALUABLE AND ADEQUATE CONSIDERATION PROVIDED BY THE NON-DEBTOR SFA LOAN PARTIES, INCLUDING ON ACCOUNT OF THEIR CONTRIBUTION TO THE DISTRIBUTIONS PROVIDED PURSUANT TO THIS PLAN, (III) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE NON-DEBTOR SFA LOAN PARTY RELEASE, (IV) IN THE BEST INTERESTS OF THE DEBTORS AND THEIR ESTATES, (V) FAIR, EQUITABLE AND REASONABLE, (VI) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING, AND/OR (VII) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE NON-DEBTOR SFA LOAN PARTY RELEASE.

NOTWITHSTANDING ANYTHING IN THIS PLAN, SOLICITATION PROCEDURES OR ANY BALLOT TO THE CONTRARY, SOLELY TO THE EXTENT SET FORTH IN THE CONFIRMATION ORDER, EACH NON-DEBTOR SFA LOAN PARTY WILL, ON ACCOUNT OF THEIR CONTRIBUTIONS UNDER THIS PLAN, BE DEEMED CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION WHATSOEVER, WHETHER LIQUIDATED OR UNLIQUIDATED, FIXED OR CONTINGENT, MATURED OR UNMATURED, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT, OR OTHERWISE BY STATUTE, VIOLATIONS OF FEDERAL OR STATE SECURITIES LAWS OR OTHERWISE, ARISING UNDER THE SYNDICATED FACILITY AGREEMENT, ANY SFA LOAN DOCUMENT AND ANY RELATED INSTRUMENT, AGREEMENT AND DOCUMENT.

(c) **RELEASE OF LIENS.** Except as otherwise specifically provided in the Plan, the Plan Documents, the DIP Documents, or in any contract, instrument, release, or other agreement or document contemplated under or executed in connection with the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim, satisfaction in full of the secured portion of such Claim, including the Syndicated Facility Secured Claim, that is Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates and the SFA Loan Parties (to the extent set forth in the Confirmation Order) shall be fully released and discharged, and all of the right, title, and interest of any holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Reorganized Debtors or the non-Debtor SFA Loan Parties, as applicable (or other owner of such property as the case may be), and their successors and assigns, in each case, without any further approval or order of the Bankruptcy Court and without any action or filing being required to be made by the Debtors or non-Debtor SFA Loan Parties, as applicable.

10.7 *Releases by Holders of Claims and Interests*

AS OF THE EFFECTIVE DATE, EXCEPT FOR THE RIGHTS AND REMEDIES THAT REMAIN IN EFFECT FROM AND AFTER THE EFFECTIVE DATE TO ENFORCE THE PLAN AND THE OBLIGATIONS CONTEMPLATED BY THE PLAN DOCUMENTS, AND THE DOCUMENTS IN THE PLAN SUPPLEMENT, ON AND AFTER THE EFFECTIVE DATE, THE RELEASED PARTIES WILL BE DEEMED CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED BY THE RELEASING PARTIES, FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION WHATSOEVER (INCLUDING ANY DERIVATIVE CLAIMS, ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, THE REORGANIZED DEBTORS, OR THEIR ESTATES), WHETHER LIQUIDATED OR UNLIQUIDATED, FIXED OR CONTINGENT, MATURED OR UNMATURED, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT, OR OTHERWISE BY STATUTE, VIOLATIONS OF FEDERAL OR STATE SECURITIES LAWS OR OTHERWISE, THAT SUCH HOLDERS OR THEIR ESTATES, AFFILIATES, HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, ASSIGNS, MANAGERS, ACCOUNTANTS, ATTORNEYS, REPRESENTATIVES, CONSULTANTS, AGENTS, AND ANY OTHER PERSONS CLAIMING UNDER OR THROUGH THEM WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST OR OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THE REORGANIZED DEBTORS, OR THEIR ESTATES, THE CHAPTER 11 CASES, THE RESTRUCTURING, THE DIP DOCUMENTS, THE SYNDICATED FACILITY AGREEMENT, ANY SFA LOAN DOCUMENT, AND ANY RELATED INSTRUMENT, AGREEMENT, OR DOCUMENT, THE EQUITY COMMITMENT AGREEMENT, THE DIRECT INVESTMENT, THE FORBEARANCE AGREEMENT, THE AMENDED ORGANIZATIONAL DOCUMENTS, THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS OR THE REORGANIZED DEBTORS, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS OR INTERACTIONS BETWEEN ANY DEBTOR AND ANY RELEASED PARTY, THE RESTRUCTURING, THE RESTRUCTURING OF ANY CLAIMS OR INTERESTS BEFORE OR DURING THE CHAPTER 11 CASES, THE PLAN, THE DISCLOSURE STATEMENT, THE PLAN SPONSOR AGREEMENT, THE PLAN DOCUMENTS AND THE DOCUMENTS IN THE PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS, OR OTHER DOCUMENTS RELATING THERETO, AND THE NEGOTIATION, FORMULATION, PREPARATION OR CONSUMMATION OF ANY DOCUMENTS OR TRANSACTIONS IN CONNECTION WITH ANY OF THE FOREGOING, OR THE SOLICITATION OF VOTES WITH RESPECT TO THE PLAN, IN ALL CASES BASED UPON ANY ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCES TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASES SET FORTH ABOVE DO NOT

RELEASE ANY OBLIGATIONS ARISING AFTER EFFECTIVE DATE OF ANY PARTY OR ENTITY UNDER THE PLAN, ANY RESTRUCTURING TRANSACTION, OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THOSE SET FORTH IN THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THE PLAN, INCLUDING THE ASSUMPTION OF THE INDEMNIFICATION PROVISIONS AS SET FORTH IN THE PLAN.

ENTRY OF THE CONFIRMATION ORDER BY THE BANKRUPTCY COURT SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE RELEASES IN SECTION 10.7 OF THE PLAN (THE "THIRD-PARTY RELEASE"), WHICH INCLUDES, BY REFERENCE, EACH OF THE RELATED PROVISIONS AND DEFINITIONS UNDER THE PLAN, AND, FURTHERMORE, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE THIRD-PARTY RELEASE IS (I) CONSENSUAL, (II) ESSENTIAL TO THE CONFIRMATION OF THE PLAN, (III) GIVEN IN EXCHANGE FOR THE GOOD, VALUABLE AND ADEQUATE CONSIDERATION PROVIDED BY THE RELEASED PARTIES, (IV) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE THIRD-PARTY RELEASE, (V) IN THE BEST INTERESTS OF THE DEBTORS AND THEIR ESTATES, (VI) FAIR, EQUITABLE AND REASONABLE, (VII) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING, AND (VIII) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE THIRD-PARTY RELEASE.

10.8 *Exculpation.*

EFFECTIVE AS OF THE EFFECTIVE DATE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND WITHOUT AFFECTING OR LIMITING EITHER THE ESTATE RELEASE SET FORTH IN SECTION 10.6 HEREIN OR THE CONSENSUAL RELEASES BY HOLDERS OF CLAIMS SET FORTH IN SECTION 10.7 HEREIN, AND NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, NO EXCULPATED PARTY WILL HAVE OR INCUR, AND EACH EXCULPATED PARTY WILL BE RELEASED AND EXCULPATED FROM, ANY CLAIM, OBLIGATION, SUIT, JUDGMENT, DAMAGE, DEMAND, DEBT, RIGHT, CAUSE OF ACTION, LOSS, REMEDY, AND LIABILITY FOR ANY CLAIM IN CONNECTION WITH OR ARISING OUT OF THE ADMINISTRATION OF THE CHAPTER 11 CASES; THE NEGOTIATION, PURSUIT, FORMULATION, PREPARATION OR CONSUMMATION OF THE DIP FACILITY, THE SYNDICATED FACILITY AGREEMENT, THE EQUITY COMMITMENT AGREEMENT, THE PLAN SPONSOR AGREEMENT, THE FORBEARANCE AGREEMENT, THE DIRECT INVESTMENT, THE MANAGEMENT INCENTIVE PLAN, THE AMENDED ORGANIZATIONAL DOCUMENTS, THE DISCLOSURE STATEMENT, THE RESTRUCTURING, THE PLAN AND THE PLAN DOCUMENTS (INCLUDING THE DOCUMENTS IN THE PLAN SUPPLEMENT), OR THE SOLICITATION OF VOTES FOR, OR CONFIRMATION OF, THE PLAN; THE FUNDING OR CONSUMMATION OF THE PLAN; THE OCCURRENCE OF THE EFFECTIVE DATE; THE ADMINISTRATION OF THE PLAN OR THE PROPERTY TO BE DISTRIBUTED UNDER THE PLAN; THE ISSUANCE OF SECURITIES UNDER OR

IN CONNECTION WITH THE PLAN; THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS OR THE REORGANIZED DEBTORS; OR THE TRANSACTIONS IN FURTHERANCE OF ANY OF THE FOREGOING; OTHER THAN CLAIM, OBLIGATION, SUIT, JUDGMENT, DAMAGE, DEMAND, DEBT, RIGHT, CAUSE OF ACTION, LOSS, AND LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATED TO ANY ACT OR OMISSION OF AN EXCULPATED PARTY THAT CONSTITUTES INTENTIONAL FRAUD, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE AS DETERMINED BY A FINAL ORDER. THE EXCULPATED PARTIES HAVE ACTED IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE WITH REGARD TO THE SOLICITATION AND DISTRIBUTION OF SECURITIES PURSUANT TO THE PLAN AND, THEREFORE, ARE NOT, AND ON ACCOUNT OF SUCH DISTRIBUTIONS WILL NOT BE, LIABLE AT ANY TIME FOR THE VIOLATION OF ANY APPLICABLE LAW, RULE, OR REGULATION GOVERNING THE SOLICITATION OF ACCEPTANCES OR REJECTIONS OF THE PLAN OR SUCH DISTRIBUTIONS MADE PURSUANT TO THE PLAN, INCLUDING THE ISSUANCE OF SECURITIES THEREUNDER.

10.9 *Injunction Related to Releases and Exculpation.*

Except for the rights that remain in effect from and after the Effective Date to enforce this Plan and the Plan Documents, the Confirmation Order shall permanently enjoin the commencement or prosecution by any Entity, whether directly, derivatively, or otherwise, of any Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, losses, or liabilities released or exculpated pursuant to this Plan.

Exhibit H

Plan Sponsor Selection Procedures

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

In re:

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

Debtors.¹

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Chapter 11

Case No. 20-32243 (MI)

(Jointly Administered)

PLAN SPONSOR SELECTION PROCEDURES

SpeedCast International Limited, a company registered in Victoria, Australia (“**Speedcast**”), and its subsidiary debtors and debtors-in-possession in the above-captioned chapter 11 cases (collectively, and together with Speedcast, the “**Debtors**”) have executed an *Amended and Restated Equity Commitment Agreement* with certain affiliates of Centerbridge Partners, L.P. (collectively, the “**Initial Plan Sponsor**,” and, Centerbridge Partners, L.P. and its affiliates, “**Centerbridge**”) (whose affiliates are also among the lenders under the Syndicated Facility Agreement (as defined below)), dated as of October 10, 2020 (together with all exhibits, schedules, and attachments thereto, and as may be amended, supplemented, or otherwise modified from time to time, the “**Initial Plan Sponsor Agreement**”), pursuant to which, among other things, the Initial Plan Sponsor has committed to make a new-money equity investment for 100% of the equity interests in a newly formed parent entity (the “**New Speedcast Equity Interests**”) of the Debtors and their non-Debtor affiliates pursuant to a chapter 11 plan on the terms set forth in the proposed *Amended Joint Chapter 11 Plan of SpeedCast International Limited and its Debtor Affiliates* (Docket No. 893) (as may be further amended, modified, or supplemented pursuant to the terms thereof, the “**Plan**”). The equity investment and plan sponsor transaction contemplated by the Initial Plan Sponsor Agreement is referred to herein as the “**Initial Plan Sponsor Transaction**.”

The Debtors have been authorized to perform under the process (the “**Plan Sponsor Selection Process**”) and procedures set forth herein (the “**Plan Sponsor Selection Procedures**”) by the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”) in connection with the chapter 11 cases for the Debtors pursuant to the *Order (i) Scheduling Combined Hearing on (a) Adequacy of Disclosure Statement and (b) Confirmation of Plan; (ii) Conditionally Approving Disclosure Statement; (iii) Approving Solicitation Procedures and Form and Manner of Notice of Combined Hearing and Objection Deadline; (iv) Fixing Deadline to Object to Disclosure Statement and Plan; (v) Approving Notice and Objection Procedures for the Assumption of Executory Contracts and Unexpired Leases;*

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

(vi) *Authorizing Performance Under The Plan Sponsor Selection Procedures*; and (viii) *Granting Related Relief* (Docket No. 896) (the “**Plan Procedures Order**”).

On October 10, 2020, the Debtors, filed with the Bankruptcy Court the *Emergency Motion of Debtors for Entry of an Order (i) Scheduling Combined Hearing on (a) Adequacy of Disclosure Statement and (b) Confirmation of Plan; (ii) Conditionally Approving Disclosure Statement; (iii) Approving Solicitation Procedures and Form and Manner of Notice of Combined Hearing and Objection Deadline; (iv) Fixing Deadline to Object to Disclosure Statement and Plan; (v) Approving Notice and Objection Procedures for the Assumption of Executory Contracts and Unexpired Leases; (vi) Approving Plan Sponsor Selection Procedures; and (viii) Granting Related Relief* (Docket No. 811) (the “**Motion**”),² seeking, among other things, approval of the Plan Sponsor Selection Procedures for soliciting proposals for the purchase of 100% of the New Speedcast Equity Interests pursuant to a chapter 11 plan (the “**Plan Sponsor Transaction**”).³

If the Debtors receive one or more Qualified Plan Sponsor Proposals (as defined below) other than the Initial Plan Sponsor Transaction, the Debtors will implement a procedure for the ultimate selection of the Plan Sponsor (as defined below) among such Qualified Plan Sponsor Proposals, in accordance with these Plan Sponsor Selection Procedures.

The Debtors reserve the right, subject to the exercise of their reasonable business judgment, and in consultation with the Consultation Parties (as defined herein), to modify or terminate these Plan Sponsor Selection Procedures, to waive terms and conditions set forth herein, to extend any of the deadlines or other dates set forth herein, and/or terminate discussions with any and all Prospective Plan Sponsors (as defined herein) at any time and without specifying the reasons therefor, in each case, to the extent not in any material respect inconsistent with the Plan Procedures Order.

I. Description of Plan Sponsor Selection Procedures

The Debtors are seeking to reorganize through the issuance of New Speedcast Equity Interests pursuant to the Plan.

Any party or, with the consent of the Debtors (following the Debtors’ consultation with the Consultation Parties, and not to be unreasonably withheld, conditioned, or delayed), group of parties, subject to the execution of a confidentiality agreement satisfactory to the Debtors, and satisfaction of the preconditions set forth below, may submit a proposal to become the plan sponsor and to acquire the New Speedcast Equity Interests (each such proposal, a “**Plan Sponsor Proposal**”). Any party (a “**Proposing Party**”) may only submit (i) one Plan Sponsor Proposal as an individual party, and separately (ii) one Plan Sponsor Proposal with another party or group of parties, in each case, that are not affiliates or subsidiaries of, or otherwise associated with, such Proposing Party.

² All capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Motion and the Plan Procedures Order.

³ The term “**Transaction**,” as used in these Plan Sponsor Selection Procedures, refers to a Plan Sponsor Transaction.

Any party interested in submitting a Plan Sponsor Proposal should contact the Debtors' investment banker, Moelis Australia Advisory Pty Ltd and Moelis & Company LLC (Attn: Paul Rathborne (paul.rathborne@moelisaustralia.com), and Adam Waldman (adam.waldman@moelis.com)) (collectively, "**Moelis**") as set forth below.

II. Important Dates and Deadlines

October 23, 2020, at 4:00 p.m. (prevailing Central Time)	Deadline to submit Non-Binding Indications of Interest
November 16, 2020, at 4:00 p.m. (prevailing Central Time)	Deadline for all Plan Sponsor Proposals to be Submitted
November 20, 2020, at 12:00 p.m. (prevailing Central Time)	Deadline for Debtors to notify Prospective Plan Sponsors of their status as Qualified Plan Sponsors
November 23, 2020, at 10:00 a.m. (prevailing Central Time)	Debtors shall conduct the Final Selection Process
November 25, 2020, at 4:00 p.m. (prevailing Central Time)	Deadline for Debtors to file with the Bankruptcy Court the Notice of Designation of Plan Sponsor
December 8, 2020, at 4:00 p.m. (prevailing Central Time)	Deadline for Objections
December 17, 2020, at 9:00 a.m. (prevailing Central Time)	Date of Confirmation Hearing to consider approval of the proposed Plan

III. Noticing

A. Consultation Parties

As noted herein, or as otherwise necessary or appropriate in the judgment of the Debtors, where these Plan Sponsor Selection Procedures require the Debtors and their advisors to consult with the official committee of unsecured creditors appointed in the Debtors' chapter 11 cases (the "**Consultation Parties**"), the Debtors and their advisors will consult with the Consultation Parties in good faith.

For the avoidance of doubt, the consultation rights afforded to the Consultation Parties by these Plan Sponsor Selection Procedures shall (x) not limit the Debtors' discretion in the exercise of the Debtors' reasonable business judgment and (y) be subject to the terms of the Plan Sponsor Selection Procedures and the Plan Procedures Order.

B. Submission Parties

Non-Binding Indications of Interest and Plan Sponsor Proposals, each as applicable, must be submitted by email to the Debtors' investment banker, Moelis: (Attn: Paul Rathborne (paul.rathborne@moelisaustralia.com), Adam Waldman (adam.waldman@moelis.com)) (the "**Submission Parties**") as set forth below.

No Non-Binding Indications of Interest or Plan Sponsor Proposals shall be submitted to or shared with any director, officer, or other insider of the Debtors that is a Prospective Plan Sponsor, a Qualified Plan Sponsor, or is participating or investing in a Plan Sponsor Proposal, except to the

extent such Plan Sponsor Proposal is shared with all Qualified Plan Sponsors or as otherwise provided herein.

C. Transaction Notice Parties

The “**Transaction Notice Parties**” shall include the following persons and entities:

- i. the Consultation Parties;
- ii. all persons and entities known by the Debtors to have expressed an interest to the Debtors in a transaction to acquire the Debtors’ business or assets during the past twelve (12) months;
- iii. the Office of the United States Trustee for the Southern District of Texas;
- iv. all of the persons and entities entitled to notice pursuant to Rule 2002 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”); and
- v. all other persons and entities as directed by the Bankruptcy Court.

D. Objection Recipients

Any Objections (as defined below) shall be filed with the Bankruptcy Court and served on the Debtors, the Consultation Parties and the Initial Plan Sponsor (collectively, the “**Objection Recipients**”) by no later than **December 8, 2020 at 4:00 p.m. (prevailing Central Time)**.

IV. Access to Debtors’ Diligence Materials

To receive access to due diligence materials and to participate in the Plan Sponsor Selection Process, an interested party (a “**Prospective Plan Sponsor**”) must first execute a confidentiality agreement, in form and substance satisfactory to the Debtors.

The SFA Lenders⁴ and DIP Lenders that agreed to receive information from the Debtors subject to the confidentiality provisions set forth in the Syndicated Facility Agreement or the DIP

⁴ “**SFA Lenders**” means the lenders party to the certain Syndicated Facility Agreement.

“**Syndicated Facility Agreement**” means the certain Syndicated Facility Agreement dated as of May 15, 2018 (as amended, restated, supplemented or otherwise modified from time to time, by and among SpeedCast and certain of its subsidiaries, as borrowers, the lenders party thereto from time to time).

“**DIP Lenders**” means the lenders from time to time party to the DIP Credit Agreement, including by means of any joinder to the DIP Credit Agreement.

“**DIP Credit Agreement**” means that certain Senior Secured Superpriority Debtor-in-Possession Term Loan Credit Agreement, dated as of September 30, 2020 by and among SpeedCast International Limited, SpeedCast Communications, Inc., the lenders named therein, and Belward Holdings LLC, or its successor, in its capacity as administrative agent, collateral agent and security trustee (the “**DIP Agent**”), as the same may be amended, restated, supplemented, refinanced, replaced, or otherwise modified from time to time in accordance with the terms thereof and the Final DIP Order.

Credit Agreement without any requirement that such information be publicly disclosed or posted to lender datasites shall be permitted to continue to access due diligence on that basis, including for purposes of conducting due diligence in connection with submitting a Plan Sponsor Proposal, without the need to execute a further confidentiality agreement (a “**Diligence Lender**”); *provided*, that to the extent such Diligence Lender notifies the Debtors that it may participate in the Plan Sponsor Selection Process through the submission of a joint Plan Sponsor Proposal, the Debtors may require such Diligence Lender to execute an additional confidentiality agreement or information sharing procedures reasonably satisfactory to the Debtors (and any other person joining in the submission of such joint Plan Sponsor Proposal shall be required to execute a confidentiality agreement in form and substance satisfactory to the Debtors).

A. Phase 1 Diligence

A party (or parties) that delivers an executed confidentiality agreement satisfactory to the Debtors or that is a Diligence Lender shall be a “**Diligence Party**.”

Each Diligence Party that wishes to conduct due diligence will be granted access to confidential information, which will primarily be provided through a data room (the “**Data Room**”) containing confidential electronic data, including a confidential information memorandum and select historical financial data for Speedcast as well as a schedule of the Company’s estimated emergence costs (the “**Schedule of Emergence Costs**,” and such diligence, collectively, the “**Phase 1 Diligence**”).

The Debtors will require Diligence Parties who, in the Debtors’ reasonable judgment, are actual or potential competitors of the Debtors, to establish a “clean team” and execute a clean team agreement, in form and substance acceptable to the Debtors, prior to such Diligence Parties and/or their professionals being granted access to unredacted versions of any documents. In the event that the Debtors and any such Diligence Party are unable to resolve issues relating to confidentiality during Phase 1 Diligence, the Debtors and such Diligence Party shall consult with the Consultation Parties and, if such issues are not satisfactorily resolved, either the Debtors or the Diligence Party may seek relief from the Bankruptcy Court.

B. Phase 2 Diligence

At the discretion of the Debtors in consultation with the Consultation Parties, following a submission of a Non-Binding Indication of Interest as set forth below, a Diligence Party may (subject to Section IV.C) be granted access to additional information in the Data Room including, but not limited to: (i) detailed information on the Debtors’ proposed business transformation plans; (ii) redacted customer and supplier information; (iii) historical and forecast divisional financials; (iv) material contracts (redacted, as necessary); (v) a summary of relevant financing arrangements; (vi) the Initial Plan Sponsor Agreement; (vii) relevant legal, regulatory, management and operational information; and (viii) a management presentation (such diligence, collectively, the “**Phase 2 Diligence**”).

C. Phase 3 Diligence

Following selection as the Plan Sponsor, the Successful Plan Sponsor will be provided a 48-hour period in which to review sensitive, material, customer or supplier contract terms that

were redacted during Phase 1 Diligence and Phase 2 Diligence (such diligence, the “**Phase 3 Diligence**”) and confirm its Successful Plan Sponsor Proposal.

Notwithstanding the foregoing, other than with respect to a Diligence Lender, the SFA Agent⁵ or the DIP Agent, the Debtors, in their reasonable business judgment and in consultation with the Consultation Parties, reserve the right to withhold any diligence materials that the Debtors determine (in their reasonable business judgment and in consultation with the Consultation Parties) are sensitive or otherwise not appropriate for disclosure to a Diligence Party that the Debtors determine (in their reasonable business judgment and in consultation with the Consultation Parties) is a competitor of the Debtors or is affiliated with any competitor of the Debtors (except pursuant to “clean team” or other information sharing procedures reasonably satisfactory to the Debtors), or otherwise to comply with applicable law or confidentiality provisions in third party contracts; *provided*, that the Debtors may decline to provide such information to a Diligence Party who, at such time and in the Debtors’ reasonable business judgment, in consultation with the Consultation Parties, has not established, or who has raised doubt, that such Diligence Party intends in good faith to, or will have the capacity to, consummate a Plan Sponsor Transaction. Neither the Debtors nor their representatives shall be obligated to furnish information of any kind whatsoever to any person that is not determined to be a Diligence Party.

All due diligence requests shall be directed to the Debtors’ investment banker, Moelis (Attn: Drew Konopasek (Drew.Konopasek@moelis.com) and Alex Danieli (Alex.Danieli@moelisaustralia.com)).

V. Plan Sponsor Qualifications

A Prospective Plan Sponsor that desires to participate in the Plan Sponsor Selection Process must be determined by the Debtors, in consultation with the Consultation Parties, to satisfy the eligibility requirements in Section V.C., below.

A. Non-Binding Indications of Interest

Parties interested in participating in the Plan Sponsor Selection Process, other than the Initial Plan Sponsor, must submit an indication of interest to the Debtors by **October 23, 2020 at 4:00 p.m. (prevailing Central Time)** in writing expressing their proposed terms for a Qualified Plan Sponsor Proposal (as defined below) (a “**Non-Binding Indication of Interest**”). Non-Binding Indications of Interest should be sent to Moelis, as set forth in Section I hereof.

A Non-Binding Indication of Interest should include:

1. the identity of the Prospective Plan Sponsor(s);

⁵ “**SFA Agent**” means Black Diamond Commercial Finance, L.L.C., in its capacity as administrative agent, collateral agent and security trustee under the Syndicated Facility Agreement, and together with any of its successors in such capacity.

2. a preliminary indication of the amount and type of value for the purchase of the New Speedcast Equity Interests;
3. a description of the expected operational role of the current Speedcast management team and employees following the Transaction, including, but not limited to, level of integration if appropriate;
4. a statement regarding the level of review and, if necessary, approval that the Plan Sponsor Proposal has received within each Prospective Plan Sponsor(s) organization and any remaining internal approvals required to consummate the Transaction;
5. a list of any corporate, shareholder, regulatory or other approvals required to complete the Transaction and the timing to obtain such approvals.
6. a detailed description of the intended sources of financing for the Transaction, including intended capital structure, amount of debt financing, equity contribution and any contingencies thereto, as well as an indication of the timing and steps required to secure such financing;
7. a detailed description of the specific due diligence issues that must be resolved and any additional information that will be required in order to submit a Qualified Plan Sponsor Proposal;
8. a statement of any material conditions or assumptions made in reaching the preliminary indication of value for the New Speedcast Equity Interests;
9. any other material terms to be included in a Plan Sponsor Proposal by such Prospective Plan Sponsor(s); and
10. a list of advisors and contacts for the Prospective Plan Sponsor(s).

Submitting a Non-Binding Indication of Interest by the deadline set forth herein does not obligate the interested party to consummate a transaction, submit a Plan Sponsor Proposal or to participate further in the Plan Sponsor Selection Process. It also does not exempt such party from having to submit a Qualified Plan Sponsor Proposal by the Submission Deadline (as defined below) or comply with these Plan Sponsor Selection Procedures.

The Debtors shall provide copies of any Non-Binding Indications of Interest received by the Debtors as soon as practicable, but no later than the earlier of one (1) business day or three (3) calendar days after receipt thereof, to the Consultation Parties.

The Debtors will determine in their full discretion, but in consultation with the Consultation Parties, whether a Non-Binding Indication of Interest has met the requirements to allow a Prospective Plan Sponsor to progress to Phase 2 Diligence.

B. Binding Submission Deadline

Any Prospective Plan Sponsor, other than the Initial Plan Sponsor, that desires to have a Plan Sponsor Proposal considered by the Debtors must submit an executed Plan Sponsor Proposal on or before **November 16, 2020, at 4:00 p.m. (prevailing Central Time)** (the “**Submission Deadline**”) in writing to the Submission Parties.

The Debtors, after consulting with the Consultation Parties, may extend the Submission Deadline for any reason whatsoever, in their reasonable business judgment, for all Prospective Plan Sponsors.

The Debtors shall provide copies of any Plan Sponsor Proposal received by the Debtors as soon as practicable, but no later than the calendar day after receipt thereof, to the Consultation Parties.

C. Qualified Plan Sponsor Proposal Requirements

Other than as described in Section V.D., to qualify as a “**Qualified Plan Sponsor Proposal**,” a Plan Sponsor Proposal must (i) be in writing; (ii) include a cover letter confirming that the Prospective Plan Sponsor has satisfied each of the requirements in this Section V.C., entitled “Qualified Plan Sponsor Proposal Requirements”; (iii) include the required information set forth below, presented in the order provided herein; and (iv) be determined by the Debtors, in their reasonable business judgment and in consultation with the Consultation Parties, to satisfy the following requirements:

1. Identification of Plan Sponsor. A Qualified Plan Sponsor must fully disclose the legal identity of each person or entity participating in such Plan Sponsor Proposal (including any equity holders or other financing sources, if the Prospective Plan Sponsor is an entity formed for the purpose of submitting or consummating a Plan Sponsor Proposal) and, in the case of any joint Plan Sponsor Proposal, the nature of any economic arrangements between or among such participants. A Qualified Plan Sponsor must also disclose any connections or agreements with the Debtors, any other known Prospective Plan Sponsor(s) or Qualified Plan Sponsor(s), and/or any current or former officer or director of the foregoing.
2. Transaction Structure. A Qualified Plan Sponsor Proposal must be structured as a Plan Sponsor Transaction, and the Qualified Plan Sponsor Proposal must include a description of the pro forma capital structure, including any debt or equity financing. The Prospective Plan Sponsor must provide a reasonable basis for the Debtors, in consultation with the Consultation Parties, to make a determination of confirmability.
3. Higher or Better Terms. Each Qualified Plan Sponsor Proposal must be on terms that, in the Debtors’ reasonable business judgment and in consultation with the Consultation Parties, are higher or better than the terms of the Initial Plan Sponsor Transaction including, for the avoidance of doubt, by offering aggregate consideration (the aggregate consideration offered by

any Qualified Plan Sponsor Proposal, the “**Aggregate Consideration**”) for the New Speedcast Equity Interests in the amount of at least \$505,000,000. Except as described in section V.C.5 below, the Aggregate Consideration must be offered entirely in cash.

4. Cash Consideration Requirement. Solely with respect to a Plan Sponsor Proposal made by any Prospective Plan Sponsor that includes Non-Cash Consideration pursuant to (and as defined in) section V.C.5 below, the cash portion of the Aggregate Consideration must be not less than \$350,000,000 (the “**Required Base Cash Amount**”) and shall be designated to fund (i) the repayment in full of all obligations under the DIP Credit Agreement, (ii) the Trade Claim Cash Amount (as defined in the Plan), (iii) the Litigation Trust Cash Amount (as defined in the Plan) and (iv) the other uses identified on the Schedule of Emergence Costs.

5. Cashless Value. As an accommodation, any Qualified Plan Sponsor entitled to direct the SFA Agent under the Syndicated Facility Agreement may offer as part of its Plan Sponsor Proposal, non-cash value in the form, and in an aggregate amount not to exceed the amount, of Allowed Syndicated Facility Claims (as defined in the Plan) (the amount of such Allowed Syndicated Facility Claims offered in such Plan Sponsor Proposal, the “**Non-Cash Consideration**”); *provided, that* (x) the cash portion of the Aggregate Consideration in any such Plan Sponsor Proposal must be no less than the Required Base Cash Amount, (y) such Plan Sponsor Proposal shall otherwise satisfy all requirements of a Qualified Plan Sponsor Proposal, and (z) concurrently with and as a condition precedent to consummation of the Transaction, in addition to any cash component of the Aggregate Consideration payable by such Qualified Plan Sponsor, such Qualified Plan Sponsor must pay (and the Plan requires that it pay) to each other SFA Lender (other than any SFA Lender that waives its right to receive such amounts in writing delivered to the Debtors) cash in an amount equal such SFA Lender’s Pro Rata Share of the Non-Cash Consideration (as defined below) (the amount of any such payment obligation to SFA Lenders pursuant to this clause (z), the “**Specified Cash Amount**”). “**Pro Rata Share of the Non-Cash Consideration**” means, with respect to any SFA Lender, a percentage equal to such SFA Lender’s Pro Rata (as defined in the Plan) share of the Allowed Syndicated Facility Claims (as defined in the Plan), determined without regard to any Letters of Credit (as defined in the Plan) constituting Allowed Syndicated Facility Claims (as defined in the Plan).⁶

⁶ As an illustrative example, if any Qualified Plan Sponsor includes Non-Cash Consideration of \$155,000,000 in its Plan Sponsor Proposal, immediately upon consummation of the Transaction such Qualified Plan Sponsor would be required to pay \$15,500,000 in cash to an SFA Lender with a Pro Rata Share of the Non-Cash Consideration equal to 10%.

6. Good-Faith Deposit. A Qualified Plan Sponsor Proposal must be accompanied by a good-faith deposit in the form of cash in an amount equal to ten percent (10%) of the sum of (x) the cash portion of the Aggregate Consideration and (y) the Specified Cash Amount (a “**Good-Faith Deposit**”). Good-Faith Deposits shall be deposited prior to the Submission Deadline with the Debtors. A Qualified Plan Sponsor’s Good-Faith Deposit shall be held in escrow by the Debtors until no later than five (5) business days after the Plan Sponsor Selection Date (as defined below) (except for the Good-Faith Deposits of the Successful Plan Sponsor(s) and Back-Up Plan Sponsor(s) (if any)), and thereafter returned to the respective parties in accordance with the provisions of these Plan Sponsor Selection Procedures.

To the extent that a Plan Sponsor Proposal is modified at or prior to the Final Selection Process, the Prospective Plan Sponsor must adjust its Good-Faith Deposit so that it equals ten percent (10%) of the amounts described above as so modified in no event later than one (1) business day following the conclusion of the Final Selection Process. For the avoidance of doubt, the Initial Plan Sponsor shall not be required to submit a Good-Faith Deposit in connection with the Initial Plan Sponsor Transaction or any update thereto.

7. Conditions to Closing. A Qualified Plan Sponsor Proposal must identify with particularity each condition to closing.
8. Contingencies. No Qualified Plan Sponsor Proposal may be conditioned on (i) obtaining financing, (ii) any internal approval, (iii) the outcome or review of unperformed due diligence, or (iv) regulatory contingences, except as provided under “Required Approvals.”
9. Proposed Equity Commitment Agreement. Each Qualified Plan Sponsor Proposal must include executed transaction documents (including all exhibits and schedules contemplated thereby (other than exhibits and schedules that by their nature must be (but have not yet been) prepared by the Debtors)), signed by an authorized representative of the Prospective Plan Sponsor, pursuant to which the Prospective Plan Sponsor commits to effectuate a Transaction (a “**Modified Transaction Agreement**”) based on the Plan and the relevant exhibits and schedules thereto (as further supplemented or superseded by the documents included in the Plan Supplement (as defined in the Plan)). Each Modified Transaction Agreement (including all exhibits and schedules) must be accompanied by a redline marked against the Initial Plan Sponsor Agreement (including all exhibits and schedules) to show all changes requested by the Prospective Plan Sponsor (including those related to purchase price).

In addition, a Qualified Plan Sponsor Proposal must be accompanied by a proposed Confirmation Order accompanied by a redline marked to reflect

differences between the form Confirmation Order provided to Prospective Plan Sponsors.⁷

10. Qualified Plan Sponsor Representatives. A Qualified Plan Sponsor must identify representatives that are authorized to appear and act on its behalf in connection with the proposed transaction.
11. Employee and Labor Terms. A Qualified Plan Sponsor Proposal must include a statement on how the Prospective Plan Sponsor intends to treat the employment of any of the Debtors' employees following a closing of the Transaction(s), including with regards to compensation and benefits.
12. Financial Information. A Qualified Plan Sponsor Proposal must include the following:
 - a. written evidence of a firm commitment for financing to consummate the proposed transaction (including to pay any Specified Cash Amount) (including to the extent necessary, through a Modified Outside Date (as defined below)), or other evidence, as reasonably determined by the Debtors in consultation with the Consultation Parties, to allow the Debtors to determine the ability of the Prospective Plan Sponsor to consummate the transaction(s) contemplated by the Modified Transaction Agreement;
 - b. written evidence, as reasonably determined by the Debtors in consultation with the Consultation Parties, to allow the Debtors, to determine that the Prospective Plan Sponsor has, or can obtain, the financial wherewithal, operational capability, and corporate and regulatory authorization to consummate the Transaction(s) (including to pay any Specified Cash Amount) contemplated by the Qualified Plan Sponsor's Modified Transaction Agreement in a timely manner.
13. Representations and Warranties. A Qualified Plan Sponsor Proposal must include the following representations and warranties:
 - a. a statement that the Prospective Plan Sponsor has had an opportunity to conduct any and all due diligence regarding the Debtors prior to submitting its Plan Sponsor Proposal;
 - b. a statement that the Prospective Plan Sponsor has relied solely upon its own independent review, investigation, and/or inspection of any relevant documents and the Debtors in making its Plan Sponsor Proposal and did not rely on any written or oral statements,

⁷ A proposed form of Confirmation Order will be made available to each Diligence Party and shall be subject to prior review and comment by the Consultation Parties.

representations, promises, warranties, or guaranties whatsoever, whether express or implied, by operation of law or otherwise, regarding the Debtors or the completeness of any information provided in connection therewith, except as expressly stated in the representations and warranties contained in the Prospective Plan Sponsor's Modified Transaction Agreement ultimately accepted and executed by the Debtors; and

- c. a statement that the Prospective Plan Sponsor has not engaged in any collusion with respect to the submission of its Plan Sponsor Proposal.
14. Required Approvals. A Qualified Plan Sponsor Proposal must include a statement identifying all required governmental and regulatory approvals and an explanation and/or evidence of the Prospective Plan Sponsor's plan and ability to obtain all governmental and regulatory approvals to operate or own Speedcast from and after the effective date of the plan of reorganization and the proposed timing for the Prospective Plan Sponsor to undertake the actions required to obtain, and in fact to obtain, such approvals. A Prospective Plan Sponsor further agrees that its legal counsel will coordinate in good faith with the Debtors' and Consultation Parties' legal counsel to discuss and explain the Prospective Plan Sponsor's regulatory analysis, strategy, and timeline for securing all such approvals as soon as reasonably practicable, and in no event later than the time period contemplated in the Modified Transaction Agreement.
15. Outside Date. A Qualified Plan Sponsor shall not propose an outside date for consummation later than March 15, 2021 unless such party commits in such Plan Sponsor Proposal to fund, on or prior to March 15, 2021, the repayment in full of all obligations under the DIP Credit Agreement and any additional amounts necessary for the Debtors' operations under chapter 11, chapter 11 costs and other regulatory and administrative costs to be incurred through the proposed closing date of the transaction (the "**Modified Outside Date**"), subject to terms and conditions acceptable to the Debtors (in consultation with the Consultation Parties) (which amounts, for the avoidance of doubt, shall be in addition to the Aggregate Consideration offered by such Qualified Plan Sponsor).
16. Authorization. A Qualified Plan Sponsor must include evidence of corporate authorization and approval from the Prospective Plan Sponsor's investment committee or board of directors (or comparable governing body) with respect to the submission, execution, and delivery of a Plan Sponsor Proposal, participation in the Final Selection Process, and closing of the transactions contemplated by the Prospective Plan Sponsor's Modified Transaction Agreement in accordance with the terms of the Plan Sponsor Proposal and these Plan Sponsor Selection Procedures.

17. Other Requirements. A Qualified Plan Sponsor Proposal shall:

- a. expressly state that the Prospective Plan Sponsor agrees to serve as a back-up plan sponsor (a “**Back-Up Plan Sponsor**”) until the Back-Up Termination Date (as defined below) if its Qualified Plan Sponsor Proposal is selected as the next highest or next best Plan Sponsor Proposal after the Successful Plan Sponsor Proposal (as defined herein);
- b. state that the Plan Sponsor Proposal is formal, binding, and unconditional (except as set forth in an applicable purchase agreement ultimately executed by the Debtors); is not subject to any further due diligence; and is irrevocable until the 120th day following the Confirmation Hearing (such date, the “**Back-Up Termination Date**”);
- c. expressly state and acknowledge that the Prospective Plan Sponsor shall not be entitled to any break-up fee, expense reimbursement, or other protections in connection with the submission of a Plan Sponsor Proposal; *provided, however*, that nothing in these Plan Sponsor Selection Procedures shall limit, alter or impair the rights of any party to payment and reimbursement of expenses that are set forth in the DIP Order (as defined in the Plan), and parties entitled to payment or reimbursement of expenses under the DIP Order shall be entitled to payment or reimbursement of expenses incurred in connection with these Plan Sponsor Selection Procedures and the matters contemplated hereby subject to the terms of, including the caps of such fees set forth in, such DIP Order;
- d. expressly waive any claim or right to assert any substantial contribution administrative expense claim under section 503(b) of the Bankruptcy Code in connection with the submission of a Plan Sponsor Proposal and/or participating in the Plan Sponsor Selection Process;
- e. not contain any unsatisfied financing contingencies of any kind;
- f. include a covenant to cooperate with the Debtors to provide pertinent factual information regarding the Prospective Plan Sponsor’s operations (if any) reasonably required to analyze issues arising with respect to any applicable antitrust laws and other applicable regulatory requirements;
- g. be reasonably likely (based on antitrust or other regulatory issues, experience, and other considerations) to be consummated, if selected as the Successful Plan Sponsor, within a time frame acceptable to the Debtors;

- h. include contact information for the specific person(s) the Debtors should contact in the event they have questions about the Plan Sponsor Proposal; and
- i. include a covenant to comply with the terms of the Plan Sponsor Selection Procedures and the Plan Procedures Order.

D. Qualified Plan Sponsors

A Plan Sponsor Proposal that is determined by the Debtors, after consultation with the Consultation Parties, to meet the requirements set forth in the Section titled “Qualified Plan Sponsor Proposal Requirements” above will be considered a **“Qualified Plan Sponsor Proposal”** and any Prospective Plan Sponsor that submits a Qualified Plan Sponsor Proposal will be considered a **“Qualified Plan Sponsor.”**

The Debtors may, in their sole discretion, but after consultation with the Consultation Parties, amend or waive the conditions precedent to being a Qualified Plan Sponsor at any time, in their reasonable business judgment, in a manner consistent with their fiduciary duties and applicable law (as reasonably determined in good faith by the Debtors in consultation with their outside legal counsel).

For the avoidance of doubt and notwithstanding the foregoing, the Initial Plan Sponsor Transaction shall automatically be deemed a Qualified Plan Sponsor Proposal and the Initial Plan Sponsor shall automatically be deemed a Qualified Plan Sponsor, in each case, without any further action on the part of the Initial Plan Sponsor or the Debtors.

VI. Plan Sponsor Proposal Review Process

The Debtors will evaluate all timely Plan Sponsor Proposals, and may, based upon their evaluation of the content of each Plan Sponsor Proposal, engage in negotiations with Prospective Plan Sponsors that submitted Plan Sponsor Proposals, as the Debtors deem appropriate, in their reasonable business judgment, in consultation with the Consultation Parties, and in a manner consistent with their fiduciary duties and applicable law. In evaluating the Plan Sponsor Proposals, the Debtors may take into consideration, among other factors, the following non-binding factors (the **“Plan Sponsor Proposal Factors”**):

- 1. the amount of the purchase price set forth in the Plan Sponsor Proposal;
- 2. the form of consideration. No preference shall be given between Plan Sponsor Proposals that provide all cash consideration and Plan Sponsor Proposals that include both cash consideration and Non-Cash Consideration;
- 3. the number, type, and nature of any changes to the form Plan Sponsor Agreement, as applicable, requested by each Prospective Plan Sponsor (and the extent to which such modifications are likely to delay closing of the Transaction and the cost to the Debtors of such modifications or delay);

4. the value and net economic benefit to the Debtors' estates (including reduction or forgiveness of debt);
5. the likelihood of the Prospective Plan Sponsor being able to close the proposed transaction (including obtaining any required regulatory approvals) and the timing thereof;
6. the confirmability of the plan proposed in the Modified Transaction Agreement;
7. the proposed governance terms for the board of directors or equivalent governing body of New Speedcast Parent (as defined in the Plan);
8. the transaction structure and execution risk, including conditions to, timing of, and certainty of closing; termination provisions; availability of financing and financial wherewithal to meet all commitments; and required governmental or other approvals; and
9. the impact on employees and employee claims against the Debtors.

The Debtors, in consultation with the Consultation Parties, will make a determination regarding which Plan Sponsor Proposal(s) qualify as a Qualified Plan Sponsor Proposal(s), and will notify Prospective Plan Sponsor(s) whether they have been selected as a Qualified Plan Sponsor by no later than **November 20, 2020, at 12:00 p.m. (prevailing Central Time)** (the "**Qualified Plan Sponsor Notice Date**").

The Debtors, in consultation with the Consultation Parties, reserve the right to work with any Prospective Plan Sponsor in advance of the Qualified Plan Sponsor Notice Date to cure any deficiencies in a Plan Sponsor Proposal that is not initially deemed a Qualified Plan Sponsor Proposal. Without the prior written consent of the Debtors in consultation with the Consultation Parties, a Qualified Plan Sponsor may not modify, amend, or withdraw its Qualified Plan Sponsor Proposal, except for proposed amendments to increase the purchase price or otherwise improve the terms of the Qualified Plan Sponsor Proposal.

The Debtors, in consultation with the Consultation Parties, shall determine the highest or otherwise best Qualified Plan Sponsor Proposal (each, the "**Baseline Plan Sponsor Proposal**") and, such plan sponsor or group of plan sponsors, a "**Baseline Plan Sponsor**") as of the Submission Deadline, which may be the Initial Plan Sponsor Transaction; *provided, however*, the determination of the Baseline Plan Sponsor shall be in the Debtors' reasonable discretion, in consultation with the Consultation Parties, based on the Plan Sponsor Proposal Factors and the Plan Sponsor Proposal with the highest face value will not necessarily be the Baseline Plan Sponsor Proposal. No director, officer, or other insider (as defined in section 101(31) of the Bankruptcy Code) of the Debtors that is a Prospective Plan Sponsor or is participating or investing in a proposed Plan Sponsor Transaction shall participate in the Debtors' evaluation of Plan Sponsor Proposals or Qualified Plan Sponsor Proposals or any other matters described in this Section VI.

The Debtors shall provide copies of each Qualified Plan Sponsor Proposal no later than the Qualified Plan Sponsor Notice Date to the Consultation Parties, the Initial Plan Sponsor and each

other Qualified Plan Sponsor. In addition, if the Debtors determine that a Qualified Plan Sponsor Proposal other than the Initial Plan Sponsor Transaction is the Baseline Plan Sponsor Proposal, the Debtors shall notify the Initial Plan Sponsor and each other Qualified Plan Sponsor of the identity of such Baseline Plan Sponsor no later than the Qualified Plan Sponsor Notice Date.

VII. Plan Sponsor Selection

If two or more Qualified Plan Sponsor Proposals (including the Initial Plan Sponsor Agreement and the Baseline Plan Sponsor Proposal, if different) are received by the Submission Deadline, following consultation with the Consultation Parties, the Debtors shall conduct a final selection process for Plan Sponsor (the “**Final Selection Process**”) at the offices of Weil, Gotshal & Manges, LLP, 767 Fifth Avenue, New York, New York 10153 (with reasonable accommodations requested due to the ongoing pandemic) on **November 23, 2020, at 10:00 a.m. (prevailing Central Time)** (the “**Final Selection Date**”), or at such other date, time and location (including virtual location and with other accommodations necessary to mitigate any COVID-19 related risks or concerns) as the Debtors, as determined in their reasonable business judgment, shall notify all Qualified Plan Sponsors (including the Initial Plan Sponsor and the Baseline Plan Sponsor), and all other parties entitled to attend the Final Selection Process. If held, the proceedings of the Final Selection Process will be transcribed, and, if the Debtors deem appropriate, video recorded.

The Debtors shall have the right to reschedule or extend the Final Selection Date, if in each case, the Debtors determine, in their reasonable business judgment, in consultation with the Consultation Parties, that such action would be in the best interests of their estates. The Debtors shall provide reasonable notice to all Qualified Plan Sponsors of such procedure and ability to participate virtually (and with other accommodations necessary to mitigate any COVID-19 related risks or concerns), as applicable.

The Debtors shall have the right to determine, in their reasonable business judgment, and in consultation with Consultation Parties, which Qualified Plan Sponsor Proposal is the highest or otherwise best Qualified Plan Sponsor Proposal and reject, at any time, any Plan Sponsor Proposal (other than the Initial Plan Sponsor Transaction) that is inconsistent with these Plan Sponsor Selection Procedures.

A. Final Selection Process

1. Successful Plan Sponsor Proposal. On the Final Selection Date, the Debtors shall (i) determine, consistent with these Plan Sponsor Selection Procedures and in consultation with the Consultation Parties, which Qualified Plan Sponsor Proposal constitutes the highest or best Qualified Plan Sponsor Proposal (the “**Successful Plan Sponsor Proposal**”); and (ii) notify all Qualified Plan Sponsors of the identity of the Plan Sponsor that submitted the Successful Plan Sponsor Proposal (the “**Plan Sponsor**”) and the amount of the Aggregate Consideration, Non-Cash Consideration (if any) and other material terms of the Successful Plan Sponsor Proposal.

The Successful Plan Sponsor(s) shall, within 48 hours after being notified that it is the Plan Sponsor, confirm its Successful Plan Sponsor Proposal in accordance with the Phase 3 Diligence provisions herein, and submit to the Debtors fully executed revised documentation memorializing the terms of the Successful Plan Sponsor Proposal. A Successful Plan Sponsor Proposal may not be assigned to any party without the consent of the Debtors, in consultation with the Consultation Parties.

2. Back-Up Plan Sponsor Proposal. On the Final Selection Date, the Debtors shall (i) determine, consistent with these Plan Sponsor Selection Procedures and in consultation with the Consultation Parties, which Qualified Plan Sponsor Proposal is the next highest or next best Qualified Plan Sponsor Proposal after any Successful Plan Sponsor Proposal (the “**Back-Up Plan Sponsor Proposal**”); and (ii) notify all Qualified Plan Sponsors of the identity of the Back-Up Plan Sponsor and the amount of the Aggregate Consideration, Non-Cash Consideration (if any) and other material terms of the Back-Up Plan Sponsor Proposal. The Back-Up Plan Sponsor Proposal shall remain open and irrevocable until the Back-Up Termination Date.

If the Transaction(s) with a Plan Sponsor is terminated, the Back-Up Plan Sponsor shall, upon such termination, automatically be deemed the new Plan Sponsor and shall be obligated to consummate the Back-Up Plan Sponsor Proposal as if it were the Successful Plan Sponsor; *provided*, that the Initial Plan Sponsor shall not be so obligated to act as the Back-Up Plan Sponsor with respect to the Initial Plan Sponsor Transaction, but shall be afforded the opportunity to elect, within 5 Business Days of notice of such termination delivered to it by the Debtors, to opt to act in such capacity; *provided, however*, that any subsequent Plan Sponsor Proposal proposed by the Initial Plan Sponsor to the Debtors in connection with the Final Selection Process may be identified as the Back-Up Plan Sponsor Proposal by the Debtors in accordance with the terms hereof and shall remain open and irrevocable until the Back-Up Termination Date.

The Debtors shall use commercially reasonable efforts to, by **November 25, 2020 at 4:00 p.m. (prevailing Central Time)** (the “**Plan Sponsor Selection Date**”), file with the Bankruptcy Court, serve on the Transaction Notice Parties, and cause to be published on the Debtors’ claims and noticing agent’s website a notice, which shall identify the Plan Sponsor and Back-Up Plan Sponsor, if any.

If the Successful Plan Sponsor Proposal is not the Initial Plan Sponsor Transaction, then for purposes of the Plan, the Allowed SFA Secured Claim Amount (as defined in the Plan) shall be deemed to be an amount equal to (A) the Aggregate Consideration offered in such Successful Plan Sponsor Proposal, *minus* (B) the Required Base Cash Amount. Promptly following the Plan Sponsor Selection Date, the Debtors shall file a supplement to the Plan identifying the updated Allowed SFA Secured Claim Amount (as defined in the Plan) and the amount of the Non-Cash Consideration (if any) in each case as determined pursuant to this Plan Sponsor Selection Process.

The Debtors in the exercise of their fiduciary duties and for the purpose of maximizing value for their estates from the Plan Sponsor Selection Process, may modify the Plan Sponsor Selection Procedures and implement additional procedural rules for determining the Successful Plan Sponsor, in each case in consultation with the Consultation Parties.

Except as set forth in the Plan Sponsor Agreement, the Debtors specifically reserve the right to seek all available damages, excluding any special, indirect, consequential, or punitive damages, but including, without limitation, forfeiture of the Good-Faith Deposit or specific performance, from any defaulting Plan Sponsor (including any Back-Up Plan Sponsor designated as a Plan Sponsor) in accordance with the terms of the Plan Sponsor Selection Procedures.

VIII. Disposition of Good-Faith Deposits

A. Prospective Plan Sponsors

Within five (5) business days after the Qualified Plan Sponsor Notice Date, the Debtors shall return to each Prospective Plan Sponsor that was determined by the Debtors not to be a Qualified Plan Sponsor, such Prospective Plan Sponsor's Good-Faith Deposit (without any interest accrued thereon). Upon the authorized return of such Prospective Plan Sponsor's Good-Faith Deposit, the Plan Sponsor Proposal of such Prospective Plan Sponsor shall be deemed revoked and no longer enforceable.

B. Qualified Plan Sponsors

1. Forfeiture of Good-Faith Deposit. The Good-Faith Deposit of a Qualified Plan Sponsor will be forfeited to the Debtors if (i) the Qualified Plan Sponsor attempts to modify, amend, or withdraw its Qualified Plan Sponsor Proposal, except with the prior written consent of the Debtors, in consultation with the Consultation Parties, or as otherwise permitted by these Plan Sponsor Selection Procedures; or (ii) the Qualified Plan Sponsor is selected as the Plan Sponsor and fails to enter into the required definitive documentation or to consummate a Transaction(s), in each case in accordance with and by the deadlines set forth in these Plan Sponsor Selection Procedures and the terms of the applicable transaction documents with respect to the Successful Plan Sponsor Proposal. The Debtors shall release the Good-Faith Deposit by wire transfer of immediately available funds to an account designated by the Debtors two (2) business days after the execution by an authorized officer of the Debtors of a written notice stating that the applicable Good-Faith Deposit shall be forfeited in accordance with this section (b)(1).
2. Return of Good-Faith Deposit. With the exception of the Good-Faith Deposits of the Plan Sponsor and Back-Up Plan Sponsor, the Debtors shall return to each other Qualified Plan Sponsor any Good-Faith Deposit (without any interest accrued thereon) made by such Qualified Plan Sponsor within five (5) business days after the Plan Sponsor Selection Date.

3. Back-Up Plan Sponsor. The Debtors shall return the Back-Up Plan Sponsor's Good-Faith Deposit (without any interest accrued thereon), within five (5) business days after the occurrence of the Back-Up Termination Date.
4. Plan Sponsor. The Good-Faith Deposit of the Plan Sponsor (if any) shall be applied against the purchase price of the Successful Plan Sponsor Proposal on the effective date of the plan of reorganization.

IX. Confirmation Hearing

At a hearing before the Bankruptcy Court (the "**Confirmation Hearing**"), the Debtors will seek an order confirming the chapter 11 plan contemplated by such Successful Plan Sponsor Proposal (a "**Confirmation Order**").

The Debtors may, in their reasonable business judgment, after consulting with the Successful Plan Sponsor and the Consultation Parties, adjourn or reschedule any Confirmation Hearing, including by (i) an announcement of such adjournment at the applicable Confirmation Hearing, or (ii) the filing of a notice of adjournment with the Bankruptcy Court prior to the commencement of the applicable Confirmation Hearing.

Any objections to (i) the conduct of the Plan Sponsor Selection Process; (ii) the confirmation of a chapter 11 plan implementing the Initial Plan Sponsor Transaction or the Plan Sponsor Proposal proposed by any other Qualified Plan Sponsor, and/or (iii) entry of the Confirmation Order (any objection of the nature described in the preceding clauses (i) through (iii), an "**Objection**") (a) be in writing; (b) comply with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the Procedures for Complex Chapter 11 Cases in the Southern District of Texas (the "**Complex Case Procedures**"); (c) state, with specificity, the legal and factual bases thereof; (d) include any appropriate documentation in support thereof; and (e) be filed with the Bankruptcy Court and served on the Objection Recipients by the applicable objection deadline, as provided herein and in accordance with the Plan Procedures Order.

All Objections not otherwise resolved by the parties shall be heard at the Confirmation Hearing. Any party that fails to file with the Bankruptcy Court and serve on the Objection Recipients an Objection by the applicable objection deadline set forth herein or in the Plan Procedures Order may be forever barred from asserting, at the Confirmation Hearing or thereafter, any objection to the relief requested in the Motion, or to the consummation and performance of the Transaction(s) contemplated by the agreement with a Successful Plan Sponsor, including the confirmation of a chapter 11 plan implementing a Transaction.

X. Consent to Jurisdiction and Authority as Condition to Submission of a Plan Sponsor Proposal

All Prospective Plan Sponsors shall be deemed to have (i) consented to the jurisdiction of the Bankruptcy Court to enter any order or orders, which shall be binding in all respects, in any way related to these Plan Sponsor Selection Procedures, or the construction or enforcement of any agreement or any other document relating to a Transaction(s); (ii) waived any right to a jury trial in connection with any disputes relating to these Plan Sponsor Selection Procedures, or the

construction or enforcement of any agreement or any other document relating to a Transaction(s); and (iii) consented to the entry of a final order or judgment in any way related to these Plan Sponsor Selection Procedures, or the construction or enforcement of any agreement or any other document relating to a Transaction(s) if it is determined that the Bankruptcy Court would lack Article III jurisdiction to enter such a final order or judgment absent the consent of the parties.

XI. Reservation of Rights

Except as otherwise provided in the Plan, the Plan Sponsor Agreement, these Plan Sponsor Selection Procedures, or the Plan Procedures Order, the Debtors further reserve the right, in their reasonable business judgment and in consultation with the Consultation Parties, to: (i) determine which Prospective Plan Sponsors are Qualified Plan Sponsors; (ii) determine which Plan Sponsor Proposals are Qualified Plan Sponsor Proposals; (iii) determine which Qualified Plan Sponsor Proposal is the highest or otherwise best Plan Sponsor Proposal and which is the next highest or otherwise best Plan Sponsor Proposal; (iv) reject at any time prior to entry of the Confirmation Order any Plan Sponsor Proposal (other than the Initial Plan Sponsor Transaction) that is (a) inadequate or insufficient, (b) not in conformity with the requirements of these Plan Sponsor Selection Procedures or the requirements of the Bankruptcy Code or (c) contrary to the best interests of the Debtors and their estates; (v) waive terms and conditions set forth herein with respect to all Prospective Plan Sponsors; (vi) impose additional terms and conditions with respect to all Prospective Plan Sponsors, *provided* that the impact on each Prospective Plan Sponsor is proportional and not material or adverse to any Prospective Plan Sponsor; (vii) extend the deadlines set forth herein; (viii) continue or cancel the Confirmation Hearing in open court, or by filing a notice on the docket of the Debtors' chapter 11 cases, without further notice; (ix) include any other party as an attendee at the Final Selection Process; and (x) modify the Plan Sponsor Selection Procedures and implement additional procedural rules for conducting the Final Selection Process, *provided* that such rules are not inconsistent in any material respect with the Bankruptcy Code, the Plan Procedures Order, or any other order of the Bankruptcy Court and do not materially and adversely impact any Prospective Plan Sponsor or Qualified Plan Sponsor disproportionately. **Nothing herein shall obligate the Debtors to consummate or pursue any transaction with a Qualified Plan Sponsor.**

Exhibit I

Creditors' Committee Recommendation Letter

(Docket No. 856)

**LETTER OF THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS
RECOMMENDING THAT UNSECURED CREDITORS VOTE TO ACCEPT
THE PROPOSED PLAN OF SPEEDCAST INTERNATIONAL LIMITED
Case No. 20-32243 (MI)**

To: Holders of Class 4A and Class 4B Claims (collectively, the “Voting Creditors”):

The Official Committee of Unsecured Creditors (the “Creditors’ Committee”) was appointed by the Office of the United States Trustee to serve as the fiduciary body representing the collective interests of unsecured creditors in the chapter 11 cases of Speedcast International Limited and its affiliated debtors and debtors in possession (collectively, the “Debtors”). The purpose of this letter is to advise you that the Creditors’ Committee recommends that the Voting Creditors vote to **ACCEPT** the Plan.

Background

On October 10, 2020 the Debtors filed the *Disclosure Statement for Joint Chapter 11 Plan of Speedcast International Limited and its Debtor Affiliates* [Docket No. 810] (the “Disclosure Statement”). The Creditors’ Committee submits this recommendation letter regarding the Debtors’ chapter 11 plan (the “Plan”).¹

Pursuant to the Plan, if you are an unsecured "crucial" trade claim creditor with an Allowed Unsecured Trade Claim² against the Debtors, then your claim is classified and treated in Class 4A.³ Each holder of an Allowed Unsecured Trade Claim shall receive its Pro Rata share of the Trade Claim Cash Amount, which is defined in the Plan as an amount equal to \$25,000,000. The precise amount allocable to each holder of an Allowed Class 4A Claim will depend on a number of factors, including the number of allowed claims included in that Class.

Pursuant to the Plan, if you are an unsecured creditor with an Allowed Other Unsecured Claim,⁴ then your claim is classified and treated in Class 4B. Each holder of an Allowed Other Unsecured Claim shall receive its Pro Rata share of the Litigation Trust Distributable Proceeds from the Litigation Trust. The Litigation Trust will be funded with \$2.5 million and certain of the Debtors’ causes of action, as described in the Disclosure Statement. The precise amount of distributable proceeds to holders of Class 4B Claims will depend on a number of factors, including the number of Allowed Class 4B Claims and the amount of proceeds generated from Litigation Trust Causes of Action. Neither the Debtors nor the Committee has concluded an

¹ Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Disclosure Statement or Plan.

² An “Unsecured Trade Claim” under the Plan means any allowed unsecured trade vendor claims against the Debtors held by trade vendors crucial to the Debtors’ businesses, as determined by the Debtors pursuant to the methodology described in the Disclosure Statement.

³ Each unsecured creditor will receive a ballot to vote on the Plan that designates such creditor as either a Class 4A or Class 4B claimant.

⁴ An “Other Unsecured Claim” under the Plan means any Claim against the Debtors (other than an Intercompany Claim) that is (i) not an Administrative Expense Claim, Fee Claim, Priority Tax Claim, Other Priority Claim, Other Secured Claim, DIP Claim, Syndicated Facility Secured Claim, or Unsecured Trade Claim, or (ii) otherwise determined by the Bankruptcy Court to be an Other Unsecured Claim.

investigation to estimate the value of any and all such causes of action. Therefore, the potential recovery, if any, to Class 4B Claims is unknown.

Class 4A Claims and Class 4B Claims are treated separately under the Plan, as described above. Holders of Class 4B Claims are not eligible to receive distributions from the Trade Claim Cash Amount and Class 4A Claims are not entitled to share in the Litigation Trust Distributable Proceeds. More information about distributions to Claims in Class 4A and Claims in Class 4B is set forth in the Disclosure Statement.

Recommendation

The Plan, Disclosure Statement, and related procedures are the result of extensive good faith negotiations, including through a court-ordered mediation with Chief Judge David R. Jones of the United States Bankruptcy Court for the Southern District of Texas, among the Debtors and a number of their key economic stakeholders, including the Creditors' Committee. The Creditors' Committee believes that the agreements embodied in the Plan, and the respective recoveries provided to the holders of Class 4A and Class 4B Claims under the Plan, represent a fair and reasonable resolution of the interests and rights of the Debtors' creditors.

The Creditors' Committee therefore supports the Plan and believes that the Plan is in the best interests of the Voting Creditors as a whole under the circumstances. The Creditors' Committee recommends that Voting Creditors vote to ACCEPT the plan.

The Creditors' Committee recommends that, prior to voting on the Plan, each unsecured creditor carefully review the materials provided to them, including without limitation, the Disclosure Statement and the Plan, with such materials being available: (a) for free from KCC by visiting <http://www.kccllc.net/Speedcast> and/or calling KCC at (877) 709-4758 (U.S./Canada) or (424) 236-7236 (International); or (b) for a fee via PACER at <https://www.txs.uscourts.gov/page/bankruptcy-court>.

Please note that, although the Creditors' Committee, by this letter, expresses support regarding the Plan, this letter does not necessarily reflect the views of any of the individual members of the Creditors' Committee, each of which reserves any and all of its rights.

If you have any questions with respect to the Plan, the proposed treatment of your claims or the information contained in this letter, please contact Hogan Lovells US LLP (Attn: David Simonds (david.simonds@hoganlovells.com); Ronald Silverman (ronald.silverman@hoganlovells.com), and John Beck (john.beck@hoganlovells.com)).

Very truly yours,

The Official Committee of Unsecured Creditors
of Speedcast International Limited, *et al.*

YOU ARE URGED TO CAREFULLY READ THE PLAN AND DISCLOSURE STATEMENT AND THE EXHIBITS ATTACHED THERETO IN THEIR ENTIRETY. THE DESCRIPTION OF THE PLAN AND DISCLOSURE STATEMENT IN THIS LETTER IS INTENDED TO BE ONLY A SUMMARY OF CERTAIN SELECTED PROVISIONS PREPARED BY THE CREDITORS' COMMITTEE.

THIS LETTER MAY NOT BE RELIED UPON FOR ANY PURPOSE OTHER THAN HOW TO VOTE ON THE PLAN AND DISCLOSURE STATEMENT AND THE INFORMATION CANNOT BE RELIED UPON FOR ANY OTHER PURPOSE.

THERE IS ALWAYS A RISK THAT FURTHER LITIGATION AND/OR A LATER SETTLEMENT COULD RESULT IN HIGHER OR LOWER RECOVERIES FOR HOLDERS OF UNSECURED CLAIMS THAN THE PLAN AND DISCLOSURE STATEMENT. THE CREDITORS' COMMITTEE DOES NOT GUARANTEE ANY PARTICULAR RESULT IN THE DEBTORS' CHAPTER 11 CASES.

ALTHOUGH THE BANKRUPTCY COURT HAS AUTHORIZED THE DEBTORS TO INCLUDE THIS RECOMMENDATION LETTER AS PART OF THE SOLICITATION PACKAGE, SUCH AUTHORIZATION DOES NOT CONSTITUTE AN ENDORSEMENT BY THE BANKRUPTCY COURT OF THE MERITS OF THE PLAN AND DISCLOSURE STATEMENT OR THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED HEREIN.

THIS COMMUNICATION DOES NOT CONSTITUTE, AND SHALL NOT BE CONSTRUED AS, A SOLICITATION BY ANY INDIVIDUAL MEMBER OF THE CREDITORS' COMMITTEE OR ANY OF ITS REPRESENTATIVES.

THE COMMITTEE RESERVES THE RIGHT TO CHANGE ITS POSITION AND RECOMMENDATION THAT VOTING CREDITORS VOTE TO ACCEPT THE PLAN, OR FILE ANY OBJECTION, RESPONSE OR OTHER PLEADING IN REGARD TO THE PLAN, THE DISCLOSURE STATEMENT OR ANY OTHER MATTER IN THE DEBTORS' CHAPTER 11 CASES, TO THE EXTENT THAT SUBSEQUENT DEVELOPMENTS SO WARRANT, AS DETERMINED BY THE COMMITTEE, OR OTHERWISE.

Exhibit J

Schedule of Class 4A Unsecured Trade Creditors

	Class 4A Unsecured Trade Creditors
1	Airbus Defence And Space Limited
2	APT Satellite Company Limited
3	Asia Satellite Telecommunications Company Limited
4	Azyan Telecommunications LLC
5	Thrane And Thrane A/S and its affiliates or subsidiaries
6	Comsat, Inc. and its affiliates or subsidiaries
7	Comtech Telecommunications Corp. and its affiliates or subsidiaries
8	Deloitte Touche Tohmatsu Limited and its affiliates or subsidiaries
9	Detecon Al Saudia Co. Ltd.
10	Echostar Corp. and its affiliates or subsidiaries
11	Eutelsat S.A. and its affiliates or subsidiaries
12	Globalstar, Inc. and its affiliates or subsidiaries
13	Intellian Technologies, Inc. and its affiliates or subsidiaries
14	Intelsat US LLC and its affiliates or subsidiaries
15	Iridium Satellite LLC
16	Level 3 Communications and its affiliates or subsidiaries
17	Marlink and its affiliates or subsidiaries
18	McKinsey & Company Inc. and its affiliates or subsidiaries
19	Measat International (South Asia) Ltd
20	Network Innovations Inc. and its affiliates or subsidiaries
21	PricewaterhouseCoopers LLP and its affiliates or subsidiaries
22	Sematron UK Ltd
23	SES S.A. and its affiliates or subsidiaries
24	Sky Perfect JSAT Corp.
25	ST Engineering iDirect (Europe) NV
26	ST Engineering iDirect, Inc. dba iDirect
27	Tampnet Group and its affiliates or subsidiaries
28	Tata Communications and its affiliates or subsidiaries
29	Tatanet Services Limited
30	Telenor Satellite AS and its affiliates or subsidiaries
31	Telesat and its affiliates or subsidiaries
32	Telespazio SPA
33	Thuraya Telecommunications Company (PJSC)
34	Vocus Pty Ltd.
35	Vodafone Fiji Ltd.
36	Xiplink Inc.
37	Zayo Group Holdings, Inc. and its affiliates or subsidiaries

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

In re:	§	
	§	Chapter 11
	§	
SPEEDCAST INTERNATIONAL LIMITED, et al.,	§	
	§	Case No. 20-32243 (MI)
	§	
Debtors.¹	§	(Jointly Administered)
	§	

**DISCLOSURE STATEMENT FOR AMENDED JOINT CHAPTER 11 PLAN
OF SPEEDCAST INTERNATIONAL LIMITED AND ITS DEBTOR AFFILIATES**

WEIL, GOTSHAL & MANGES LLP

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*Counsel for the Debtors
and Debtors in Possession*

Dated: October 31, 2020
Houston, Texas

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

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DISCLOSURE STATEMENT, DATED OCTOBER 31, 2020

**Solicitation of Votes on the
Amended Joint Chapter 11 Plan of**

SPEEDCAST INTERNATIONAL LIMITED, *ET AL.*

THIS SOLICITATION OF VOTES (THE “SOLICITATION”) IS BEING CONDUCTED TO OBTAIN SUFFICIENT VOTES TO ACCEPT THE CHAPTER 11 PLAN OF SPEEDCAST INTERNATIONAL LIMITED AND ITS DEBTOR AFFILIATES IN THE ABOVE-CAPTIONED CHAPTER 11 CASES, ATTACHED HERETO AS EXHIBIT A (THE “PLAN”).

THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN IS 4:00 P.M. (PREVAILING CENTRAL TIME) ON DECEMBER 8, 2020 UNLESS EXTENDED BY THE DEBTORS (THE “VOTING DEADLINE”).

THE RECORD DATE FOR DETERMINING WHICH HOLDERS OF CLAIMS MAY VOTE ON THE PLAN IS OCTOBER 19, 2020 (THE “VOTING RECORD DATE”).²

RECOMMENDATION BY THE DEBTORS

The board of directors of SpeedCast International Limited and each of the governing bodies for each of its debtor affiliates have unanimously approved the transactions contemplated by the Plan. The Debtors believe the Plan is in the best interests of all stakeholders and recommend that all creditors whose votes are being solicited submit ballots to accept the Plan.

RECOMMENDATION BY THE CREDITORS’ COMMITTEE

The Creditor’s Committee supports the Plan and the Creditors’ Committee encourages all unsecured creditors to **VOTE TO ACCEPT** the Plan. The Creditors’ Committee has included a letter in the solicitation package detailing its recommendation that all unsecured creditors **VOTE TO ACCEPT** the Plan, a copy of which is attached hereto as **Exhibit I** (the “**Recommendation Letter**”).

HOLDERS OF CLAIMS OR INTERESTS SHOULD NOT CONSTRUE THE CONTENTS OF THE DISCLOSURE STATEMENT AS PROVIDING ANY LEGAL, BUSINESS, FINANCIAL, OR TAX ADVICE AND SHOULD CONSULT WITH THEIR OWN ADVISORS BEFORE CASTING A VOTE WITH RESPECT TO THE PLAN.

THE ISSUANCE OF THE NEW EQUITY INTERESTS ISSUED ON ACCOUNT OF THE DIRECT INVESTMENT PURSUANT TO THE PLAN SPONSOR AGREEMENT IS BEING MADE IN RELIANCE ON THE EXEMPTION FROM REGISTRATION SET

²

The Voting Record Date for governmental units (as defined in section 101(27) of the Bankruptcy Code) shall be October 20, 2020.

FORTH IN SECTION 4(a)(2) OF THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”) AND/OR REGULATION D THEREUNDER.

THE AVAILABILITY OF THE EXEMPTION UNDER SECTION 1145 OF THE BANKRUPTCY CODE OR ANY OTHER APPLICABLE SECURITIES LAWS WILL NOT BE A CONDITION TO THE OCCURRENCE OF THE EFFECTIVE DATE.

THE NEW EQUITY INTERESTS TO BE ISSUED HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION (THE “SEC”) OR BY ANY STATE SECURITIES COMMISSION OR SIMILAR PUBLIC, GOVERNMENTAL, OR REGULATORY AUTHORITY, AND NEITHER THE SEC NOR ANY SUCH AUTHORITY HAS PASSED UPON THE ACCURACY OR ADEQUACY OF THE INFORMATION CONTAINED IN THE DISCLOSURE STATEMENT OR UPON THE MERITS OF THE PLAN. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

CERTAIN STATEMENTS CONTAINED IN THE DISCLOSURE STATEMENT, INCLUDING STATEMENTS INCORPORATED BY REFERENCE, PROJECTED FINANCIAL INFORMATION (SUCH AS THAT REFERRED TO IN THE PRECEDING PARAGRAPH AND UNDER THE CAPTION “FINANCIAL PROJECTIONS” ELSEWHERE IN THIS DISCLOSURE STATEMENT) AND OTHER FORWARD-LOOKING STATEMENTS, ARE BASED ON ESTIMATES AND ASSUMPTIONS. THERE CAN BE NO ASSURANCE THAT SUCH STATEMENTS WILL BE REFLECTIVE OF ACTUAL OUTCOMES. FORWARD-LOOKING STATEMENTS SHOULD BE EVALUATED IN THE CONTEXT OF THE ESTIMATES, ASSUMPTIONS, UNCERTAINTIES, AND RISKS DESCRIBED HEREIN.

FURTHERMORE, READERS ARE CAUTIONED THAT ANY FORWARD-LOOKING STATEMENTS HEREIN, INCLUDING ANY PROJECTIONS, ARE SUBJECT TO A NUMBER OF ASSUMPTIONS, RISKS, AND UNCERTAINTIES, MANY OF WHICH ARE BEYOND THE CONTROL OF THE DEBTORS, INCLUDING THE IMPLEMENTATION OF THE PLAN. IMPORTANT ASSUMPTIONS AND OTHER IMPORTANT FACTORS THAT COULD CAUSE ACTUAL RESULTS TO DIFFER MATERIALLY INCLUDE, BUT ARE NOT LIMITED TO, THOSE FACTORS, RISKS AND UNCERTAINTIES DESCRIBED IN MORE DETAIL UNDER THE HEADING “CERTAIN RISK FACTORS TO BE CONSIDERED” BELOW, AS WELL AS THE VOLATILITY IN THE CURRENT MARKET IN LIGHT OF THE COVID-19 PANDEMIC AND ITS IMPACT ON THE DEBTORS’ BUSINESS VENTURES AND CUSTOMERS AND OTHER RISKS INHERENT IN THE DEBTORS’ BUSINESSES AND OTHER FACTORS LISTED IN THE DEBTORS’ PUBLIC ASIC (AS DEFINED BELOW) FILINGS. PARTIES ARE CAUTIONED THAT THE FORWARD-LOOKING STATEMENTS SPEAK AS OF THE DATE MADE, ARE BASED ON THE DEBTORS’ CURRENT BELIEFS, INTENTIONS, AND EXPECTATIONS, AND ARE NOT GUARANTEES OF FUTURE PERFORMANCE. ACTUAL RESULTS OR DEVELOPMENTS MAY DIFFER MATERIALLY FROM THE EXPECTATIONS EXPRESSED OR IMPLIED IN THE FORWARD-LOOKING STATEMENTS, AND THE DEBTORS UNDERTAKE NO OBLIGATION TO UPDATE ANY SUCH STATEMENTS.

THE DEBTORS AND REORGANIZED DEBTORS, AS APPLICABLE, DO NOT INTEND AND UNDERTAKE NO OBLIGATION TO UPDATE OR OTHERWISE REVISE ANY FORWARD-LOOKING STATEMENTS, INCLUDING ANY PROJECTIONS CONTAINED HEREIN, TO REFLECT EVENTS OR CIRCUMSTANCES EXISTING OR ARISING AFTER THE DATE HEREOF OR TO REFLECT THE OCCURRENCE OF UNANTICIPATED EVENTS OR OTHERWISE, UNLESS INSTRUCTED TO DO SO BY THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF TEXAS HAVING JURISDICTION OVER THE CHAPTER 11 CASES AND, TO THE EXTENT OF ANY REFERENCE MADE UNDER SECTION 157 OF TITLE 28 OF THE UNITED STATES CODE OR IF THE BANKRUPTCY COURT IS DETERMINED NOT TO HAVE AUTHORITY TO ENTER A FINAL ORDER ON AN ISSUE, THE UNIT OF SUCH DISTRICT COURT HAVING JURISDICTION OVER THE CHAPTER 11 CASES UNDER SECTION 151 OF TITLE 28 OF THE UNITED STATES CODE (THE "BANKRUPTCY COURT").

NO INDEPENDENT AUDITOR OR ACCOUNTANT HAS REVIEWED OR APPROVED THE FINANCIAL PROJECTIONS OR THE LIQUIDATION ANALYSIS HEREIN.

THE DEBTORS HAVE NOT AUTHORIZED ANY PERSON TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, IN CONNECTION WITH THE PLAN OR THE DISCLOSURE STATEMENT.

THE STATEMENTS CONTAINED IN THE DISCLOSURE STATEMENT ARE MADE AS OF THE DATE HEREOF UNLESS OTHERWISE SPECIFIED. THE TERMS OF THE PLAN GOVERN IN THE EVENT OF ANY INCONSISTENCY WITH THE SUMMARIES IN THE DISCLOSURE STATEMENT.

THE INFORMATION IN THE DISCLOSURE STATEMENT IS BEING PROVIDED SOLELY FOR PURPOSES OF VOTING TO ACCEPT OR REJECT THE PLAN OR OBJECTING TO CONFIRMATION. NOTHING IN THE DISCLOSURE STATEMENT MAY BE USED BY ANY PARTY FOR ANY OTHER PURPOSE.

ALL EXHIBITS TO THE DISCLOSURE STATEMENT ARE INCORPORATED INTO AND ARE A PART OF THE DISCLOSURE STATEMENT AS IF SET FORTH IN FULL HEREIN.

PLEASE BE ADVISED THAT SECTIONS 10.5, 10.6, 10.7, 10.8, AND 10.9 OF THE PLAN CONTAIN RELEASE, EXCULPATION AND INJUNCTION PROVISIONS. YOU SHOULD REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MAY BE AFFECTED.

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I. **INTRODUCTION**

Overview of Restructuring

SpeedCast International Limited (“**Speedcast**”) and its debtor affiliates³ (each, a “**Debtor**,” and collectively, the “**Debtors**”) submit this disclosure statement (as may be amended, supplemented, or modified from time to time, the “**Disclosure Statement**”) in connection with the solicitation of votes on the *Amended Joint Chapter 11 Plan of SpeedCast International Limited and its Debtor Affiliates*, dated October 31, 2020, attached hereto as **Exhibit A**.

Pursuant to paragraph 37 of the Procedures for Complex Chapter 11 Cases in the Southern District of Texas (the “**Complex Case Procedures**”) and Rule 3016-2 of the Bankruptcy Local Rules for the United States Bankruptcy Court for the Southern District of Texas (the “**Local Rules**”), the Disclosure Statement and the Plan are being submitted as a single document and the terms and provisions of the Plan are hereby incorporated by reference and made a part hereof.

The purpose of the Disclosure Statement is to provide information of a kind, and in sufficient detail, to enable creditors of the Debtors that are entitled to vote on the Plan to make an informed decision on whether to vote to accept or reject the Plan. The Disclosure Statement contains, among other things, a summary of the Plan, certain statutory provisions, events that have occurred in the chapter 11 cases that commenced (the “**Chapter 11 Cases**”) on April 23, 2020 (the “**Petition Date**”), and certain documents related to the Plan.⁴

As described in more detail below, the Debtors faced certain financial difficulties prior to the Petition Date and commenced these Chapter 11 Cases to accomplish a successful restructuring of their business through a substantial deleveraging of their capital structure.

The Plan, Disclosure Statement, and related procedures are the result of extensive good faith negotiations among the Debtors and a number of their key economic stakeholders, and provide for settlement with and the support of the Creditors’ Committee. At the outset of these Chapter 11 Cases, the Debtors entered into a postpetition credit facility which required that the Debtors file an “Acceptable Plan,” approved by the majority of the lenders under such facility. However, following the Petition Date, the Debtors’ two principal lenders each acquired blocking positions over the terms of such Acceptable Plan, and could not agree to the terms of a chapter 11 plan of reorganization. During August and September 2020, the Debtors received multiple competing proposals for a restructuring transaction and additional postpetition financing from these two principal lenders. The situation precipitated the filing of an emergency motion requesting mediation by Black Diamond Capital Management, L.L.C. (“**Black Diamond**”). As described in more detail below, the Debtors, the Debtors’ two principal lenders, and the Creditors’ Committee

³ A complete list of the Debtors in these noticing chapter 11 cases may be obtained on the website of the Debtors’ claims and agent at <http://www.kccllc.net/speedcast>. The Debtors’ service address for the purposes of these chapter 11 cases is 4400 S. Sam Houston Parkway East, Houston, Texas 77048.

⁴ Capitalized terms used in the Disclosure Statement, but not defined herein, have the meanings ascribed to them in the Plan. To the extent any inconsistencies exist between the Disclosure Statement and the Plan, the Plan will govern.

participated in non-binding mediation with Chief Judge David R. Jones on September 22, 2020. The mediation did not result in a fully consensual resolution.

These negotiations ultimately led the Debtors to file the DIP Refinancing Motion (as defined herein), which provided the Debtors with a commitment from certain affiliates of Centerbridge Partners, L.P. (“**Centerbridge**”) to provide a replacement DIP facility (the “**Replacement DIP Facility**”) to fund the Debtors’ chapter 11 process. The Replacement DIP Facility’s terms do not require the filing or consummation of a plan of reorganization or sale process acceptable to the DIP lenders thereunder. The Replacement DIP Facility was approved on October 5, 2020 (Docket No. 777).

On October 10, 2020, the Debtors entered into the Amended and Restated Equity Commitment Agreement (the “**ECA**”), attached hereto as **Exhibit C**, pursuant to which, among other things, Centerbridge and its affiliates committed to make a new-money equity investment for 100% of the equity interests in a newly formed parent entity of the Debtors and their non-Debtor affiliates for an aggregate amount of \$500 million.

The Debtors believe that the Plan maximizes the value of the Debtors’ estates and represents the best available transaction for all of the Debtors’ stakeholders. As detailed in the Recommendation Letter, the Creditors’ Committee also supports the Plan and encourages all unsecured creditors to vote to accept the Plan. However, as described more fully herein, in conjunction with the solicitation of votes on the Plan, the Debtors are simultaneously running the Plan Sponsor Selection Process to allow prospective plan sponsors to make a higher or better proposal (“**Alternative Plan Proposal**”). To the extent the Debtors determine, in consultation with the Creditors’ Committee, that an Alternative Plan Proposal is in the best interests of the estates and would result in a higher recovery to the Debtors’ stakeholders, they will make the appropriate disclosures to the Debtors’ stakeholders in advance of the Confirmation Hearing.

Overview of Plan

The Plan provides for a comprehensive restructuring of the Debtors’ balance sheet and corporate organizational structure and a significant investment of capital in the Debtors’ business. The transactions contemplated in the Plan will strengthen the Company by substantially reducing its debt and increasing its cash flow on a go-forward basis, and preserving approximately 900 jobs. Specifically, the proposed restructuring contemplates, among other things:

- a complete discharge of the Company’s debt under the Syndicated Facility Agreement in the amount of approximately \$633.9 million;
- a Plan Sponsor Selection Process that will run simultaneously with the solicitation of the Plan, with the goal of securing potentially higher recoveries for the Debtors’ creditors;
- a \$500 million equity investment provided by the Plan Sponsor in cash (or such greater amount as may be determined pursuant to the Plan Sponsor Selection Process);

- a \$150 million recovery to holders of Allowed Syndicated Facility Secured Claims in cash (or such greater recovery as may be determined pursuant to the Plan Sponsor Selection Process);
- a \$25 million recovery to holders of Unsecured Trade Claims in cash; and
- establishment of a Litigation Trust for the benefit of Other Unsecured Claims.

The Plan provides for the following treatment of claims and equity interests:

- ***Class 1: Other Priority Claims.*** The legal, equitable, and contractual rights of the holders of Allowed Other Priority Claims are unaltered by the Plan. Except to the extent that a holder of an Allowed Other Priority Claim agrees to different treatment in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Other Priority Claim, on the later of the Effective Date and the date that is ten (10) Business Days after the date such Other Priority Claims becomes an Allowed Claim, or, in each case, as soon as reasonably practicable thereafter, each holder of an Allowed Other Priority Claim shall receive, on account of such Allowed Claim, (i) Cash in an amount equal to the Allowed amount of such Claim, or (ii) other treatment consistent with the provisions of 1129 of the Bankruptcy Code; *provided*, that Allowed Other Priority Claims that arise in the ordinary course of the Debtors' business, shall be paid by the Debtors or the Reorganized Debtors, as applicable, in the ordinary course of business, consistent with past practice and in accordance with the terms and subject to the conditions of any orders or agreements governing, instruments evidencing, or other documents establishing, such liabilities without further actions by holders of such Other Priority Claims or further approval by the Bankruptcy Court.
- ***Class 2: Other Secured Claims.*** The legal, equitable, and contractual rights of the holders of Allowed Other Secured Claims are unaltered by the Plan. Except to the extent that a holder of an Allowed Other Secured Claim agrees to different treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Other Secured Claim, on the later of the Effective Date and the date on which such Other Secured Claim becomes an Allowed Claim, or, in each case, as soon thereafter as is reasonably practicable, each holder of an Allowed Other Secured Claim shall receive on account of such Allowed Claim, at the option of the applicable Reorganized Debtor(s): (i) Cash in an amount equal to the Allowed amount of such Claim, (ii) Reinstatement or such other treatment sufficient to render such holder's Allowed Other Secured Claim Unimpaired pursuant to section 1124 of the Bankruptcy Code, or (iii) such other recovery necessary to satisfy the provisions of section 1129 of the Bankruptcy Code.
- ***Class 3: Syndicated Facility Secured Claims.*** On the Effective Date, except to the extent that a holder of an Allowed Syndicated Facility Secured Claim agrees to different treatment in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Syndicated Facility Secured Claim under the Plan Sponsor Agreement, each holder of an Allowed Syndicated Facility Secured Claim, which Claims are deemed Allowed in the aggregate amount equal to the Allowed SFA Secured Claim Amount, shall

receive, on account of such Allowed Syndicated Facility Secured Claim its Pro Rata share of the SFA Secured Claim Cash Pool in Cash.

- ***Class 4A: Unsecured Trade Claims.*** On the Effective Date, or as soon as reasonably practicable thereafter, except to the extent that a holder of an Allowed Unsecured Trade Claim agrees or has agreed to different treatment in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Unsecured Trade Claim, each holder of an Allowed Unsecured Trade Claim shall receive its Pro Rata share of the Trade Claim Cash Amount in Cash.
- ***Class 4B: Other Unsecured Claims.*** Each holder of an Allowed Other Unsecured Claim shall receive its Pro Rata share of the Litigation Trust Distributable Proceeds from the Litigation Trust as and when provided for in the Litigation Trust Agreement, subject to Section 5.20 of the Plan. For the avoidance of doubt, this Class 4B (Other Unsecured Claims) shall include the Syndicated Facility Deficiency Claim.
- ***Class 5: Intercompany Claims.*** All Intercompany Claims will be adjusted, continued, settled, reinstated, discharged, eliminated, or otherwise managed, in each case to the extent determined to be appropriate by the Debtors or Reorganized Debtors, as applicable, after consultation with the Plan Sponsor.
- ***Class 6: Subordinated Claims.*** Allowed Subordinated Claims are subordinated to Claims, as applicable, in (i) Class 4A and Class 4B or (ii) Class 7, pursuant to the Plan and section 510 of the Bankruptcy Code. The holders of Allowed Subordinated Claims shall not receive or retain any property under the Plan on account of such Allowed Subordinated Claims.
- ***Class 7: Parent Interests.*** On the Effective Date, all Parent Interests shall be deemed valueless, shall not receive or retain any property or distribution under the Plan and shall be discharged, cancelled, released, and extinguished.
- ***Class 8: Intercompany Interests.*** On the Effective Date, at the option of the Reorganized Debtors, in consultation with the Plan Sponsor, all Allowed Intercompany Interests shall either (i) remain unaffected by the Plan and continue in place or (ii) be cancelled (or otherwise eliminated) and holders of such cancelled Intercompany Interests shall not receive or retain any property under the Plan.

The Plan embodies a contribution of cash by the Plan Sponsor to ensure the Debtors' essential trade creditors' support of the Reorganized Debtors. The Plan also embodies a settlement with the Creditors' Committee that includes the establishment and funding of the Litigation Trust in connection with treatment of the Other Unsecured Claims, and the compromise and settlement of potential Causes of Action, including any and all of the Creditors' Committee's potential (a) objections or challenges to the amount, validity, perfection, enforceability, priority or extent of the Prepetition Loans or the Prepetition Secured Parties' Liens (as defined in the Final DIP Order) and (b) assertions or actions for preferences, fraudulent transfers or conveyances, other avoidance power claims or any other claims, counterclaims or causes of action, objections, contests or defenses against the Prepetition Secured Parties). Taking into account the current facts and

circumstances of these chapter 11 cases, the Creditors' Committee has determined that the agreements embodied in the Plan, including the foregoing, and the recoveries provided to the holders of Class 4A Claims and Class 4B Claims thereunder, represent a fair and reasonable resolution of the rights and interests of the Debtors' creditors. As such, the Creditors' Committee supports the Plan.

Pursuant to the Plan, in advance of the Effective Date, the Board of Directors of SpeedCast International Limited will make a determination as to the most effective way to implement the Plan for SpeedCast International Limited, consistent with their fiduciary duties, under Australian law, and which may be in the form of a recognition proceeding, an administration, receivership, liquidation, scheme of arrangement, or any such restructuring process or proceeding necessary to effect the Plan.

Equity Commitment Agreement

On October 10, 2020, the Debtors entered into the ECA, attached hereto as **Exhibit C**, pursuant to which, and subject to the terms, conditions, and limitations set forth therein, New Speedcast Parent, a successor entity acting as the parent of the Reorganized Debtors, will issue and the Commitment Parties (as defined in the ECA) will invest in New Equity Interests, on the Plan Effective Date, in such amount as is set forth in the ECA for an aggregate purchase price of \$500 million.

Settlement with Creditors' Committee

The Plan embodies a contribution of cash by the Plan Sponsor to ensure the Debtors' essential trade creditors support of the Reorganized Debtors. The Plan also embodies a settlement with the UCC that includes the establishment and funding of the Litigation Trust in connection with treatment of the Other Unsecured Claims, and the compromise and settlement of potential Causes of Action, including any and all of the UCC's potential (a) objections or challenges to the amount, validity, perfection, enforceability, priority or extent of the Prepetition Loans or the Prepetition Secured Parties' Liens (as defined in the Final DIP Order) and (b) assertions or actions for preferences, fraudulent transfers or conveyances, other avoidance power claims or any other claims, counterclaims or causes of action, objections, contests or defenses against the Prepetition Secured Parties). Taking into account the current facts and circumstances of these chapter 11 cases, the Committee has determined that the agreements embodied in the Plan, including the foregoing, and the recoveries provided to the holders of Class 4A Claims and Class 4B Claims thereunder, represent a fair and reasonable resolution of the rights and interests of the Debtors' creditors. As such, the Committee supports the Plan.

Inquiries

If you have any questions about the packet of materials you have received, please contact Kurtzman Carson Consultants LLC, the Debtors' voting agent (the "**Voting Agent**"), at 1-877-709-4758 (domestic toll-free) or 1-424-236-7236 (international) or via email at speedcastinfo@kccllc.com. Additional copies of the Disclosure Statement, the Plan, and the Plan Supplement (when filed) are or will be available upon written request made to the Voting Agent at the following address:

SpeedCast International Ballot Processing
c/o KCC LLC
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245

Copies of the Disclosure Statement, which includes the Plan and the Plan Supplement (when filed) are also available on the Voting Agent's website, <http://www.kcccl.net/speedcast>. PLEASE DO NOT DIRECT INQUIRIES TO THE BANKRUPTCY COURT.

WHERE TO FIND ADDITIONAL INFORMATION: The Company files annual reports with, and furnishes other information to, the Australian Securities and Investments Commission ("ASIC"). Copies of any document filed with ASIC may be obtained (i) by visiting the Financial Reports section of Speedcast's website, at <https://www.speedcast.com/investor-relations/financial-reports> or (ii) by searching against Speedcast's Australian Stock Exchange (the "ASX") ticker code of "SDA" on the ASX website at www.asx.com.au. Each of the following reports is incorporated as if fully set forth herein and is a part of the Disclosure Statement. Reports filed with ASIC on or after the date of the Disclosure Statement are also incorporated by reference herein.

- Appendix 4D and Financial Statements for the Half Year Ended 30 June 2019.
- Annual Report and Consolidated Financial Statements for the year ended 31 December 2018.

II. SUMMARY OF PLAN TREATMENT

Treatment of Claims and Interests

The following table summarizes: (i) the type of Claims and Interests under the Plan; (ii) which Classes are impaired by the Plan; and (iii) which Classes are entitled to vote on the Plan. The table is qualified in its entirety by reference to the full text of the Plan. A detailed discussion of the analysis underlying the estimated recoveries, including the assumptions underlying such analysis, is set forth in the Valuation Analysis, attached hereto as **Exhibit F**.

<u>Class</u>	<u>Type of Claim or Interest</u>	<u>Impairment and Entitlement to Vote</u>	<u>Estimated Allowed Amount and Approx. Percentage Recovery</u>
Class 1	Other Priority Claims	Unimpaired No (Deemed to accept)	Estimated Allowed Amount: N/A Estimated Percentage Recovery: N/A
Class 2	Other Secured Claims	Unimpaired No (Deemed to accept)	Estimated Allowed Amount: N/A Estimated Percentage Recovery: N/A

<u>Class</u>	<u>Type of Claim or Interest</u>	<u>Impairment and Entitlement to Vote</u>	<u>Estimated Allowed Amount and Approx. Percentage Recovery</u>
Class 3	Syndicated Facility Secured Claims	Unimpaired Yes ⁵	Estimated Allowed Amount: \$150 million Estimated Percentage Recovery: 100%
Class 4A ⁶	Unsecured Trade Claims	Impaired Yes	Estimated Allowed Amount: \$67 million - \$93 million Estimated Percentage Recovery: 27% -37%
Class 4B ⁶	Other Unsecured Claims ⁷	Impaired Yes	Estimated Allowed Amount: \$507 million - \$516 million ⁸ Estimated Percentage Recovery: ≥0%
Class 5	Intercompany Claims	Unimpaired No (Deemed to accept / reject)	Estimated Allowed Amount: TBD Estimated Percentage Recovery: 100%/0%

⁵ The Debtors are soliciting votes to accept or reject the Plan from holders of Syndicated Facility Secured Claims to the extent Class 3 is determined to be Impaired under the Plan by the Bankruptcy Court. The Debtors reserve all rights to the extent Class 3 is determined to be Impaired.

⁶ Estimated Allowed Unsecured Trade Claims and Other Unsecured Claims amounts are based on the Company's books and records and proofs of Claim compiled as of August 16, 2020. In connection with the Debtors' restructuring, the Debtors have sought to negotiate cure amounts with certain suppliers, vendors, and other significant contract counterparties in connection with the anticipated assumption or rejection of such parties' executory contracts under section 365 of the Bankruptcy Code. *See infra* pp. 23-24. Certain of these counterparties are expected to be classified as Class 4A Unsecured Trade Creditors. Any cure payments made by the Debtors on account of assumed or rejected executory contracts will reduce the Estimated Allowed Amount in Class 4A by a corresponding amount, and any remaining amounts owed on account of such assumed or rejected executory contracts may be subject to deficiency claims that will recover as Class 4A Unsecured Trade Claims. A party receiving a cure payment may receive a higher recovery than the Estimated Percentage Recovery.

⁷ Other Unsecured Claims include Syndicated Facility Deficiency Claims in an aggregate amount of approximately \$483 million.

⁸ For purposes of the Estimated Percentage Recovery in Class 4B, potential recoveries arising from Causes of Action transferred to the Litigation Trust, if any, have not been calculated by the Debtors. The Debtors cannot assure holders of Other Unsecured Claims that any recoveries will be realized from these Causes of Action.

<u>Class</u>	<u>Type of Claim or Interest</u>	<u>Impairment and Entitlement to Vote</u>	<u>Estimated Allowed Amount and Approx. Percentage Recovery</u>
Class 6	Subordinated Claims	Impaired No (Deemed to reject)	Estimated Allowed Amount: TBD Estimated Percentage Recovery: 0%
Class 7	Parent Interests	Impaired No (Deemed to reject)	Estimated Allowed Amount: TBD Estimated Percentage Recovery: 0%
Class 8	Intercompany Interests	Unimpaired / Impaired No (Deemed to accept / reject)	Estimated Allowed Amount: TBD Estimated Percentage Recovery: 100%/0%

Classification of Claims Under Class 4A

In preparing their go-forward business plan, the Debtors determined, in the exercise of their business judgment, that to maintain (and not harm) crucial business relationships, it was necessary that certain vendors, suppliers, and other contract counterparties who are essential to the Debtors' business continue to work with the Company on the same or better terms as currently in effect. In constructing the Plan and driven by their business needs, the Debtors decided to classify certain essential vendors, suppliers, and other contract counterparties in Class 4A. To determine which creditors to classify as holders of Unsecured Trade Claims, the Debtors considered factors including their ability to replace the supplier, vendor, or other significant contract counterparty and whether such supplier, vendor, or other significant contract counterparty was essential to maintaining the Debtors' go-forward business and operations. The Company's Chief Restructuring Officer, Michael Healy, and the Company's highly experienced senior management and supply chain teams worked closely with FTI to determine, in their business judgment, which suppliers, vendors, or other significant contract counterparties met the criteria for inclusion in Class 4A. Specifically, the process for selecting creditors who satisfied the criteria for Class 4A included first identifying key counterparties; then assessing claimants previously identified for a negotiated cure agreement in connection with the Company's general management review process (*see supra* at 23-24); and finally individually assessing the next 200 largest claimants—in addition to reviewing the list of all general unsecured claimants—to identify any additional suppliers, vendors, or other significant contract counterparties essential to the Debtors' business on a go-forward basis. A schedule of Unsecured Trade Creditors classified in Class 4A is attached hereto as **Exhibit J**.

Establishment and Funding of Litigation Trust

Pursuant to the Plan, the Debtors will establish a Litigation Trust to pursue Causes of Action transferred to the Litigation Trust and to distribute the proceeds of any recovery thereon to holders of Allowed Other Unsecured Claims. On the Effective Date, the Debtors will transfer to the

Litigation Trust: (i) cash in the amount of \$2,500,000; (ii) all Causes of Action by or on behalf of any Debtor or Debtor's Estate against (A) Non-Released Parties (and, if a Non-Released Party is a former director or officer of the Debtors, solely to the extent of available proceeds under the applicable D&O Policy), and (B) other persons to be mutually determined by the Debtors, the Plan Sponsor, and the Creditors' Committee, including Causes of Action, if any, arising under the Bankruptcy Code, state or other applicable or similar fraudulent transfer statutes, or claims arising under state or other applicable law based upon negligence, breach of fiduciary duty, lender liability, and/or other similar Causes of Action; and (iii) all Causes of Action of any Debtor, the Debtors' Estates, and the Reorganized Debtors arising under any D&O Policy, subject to limitations and certain exceptions set forth in the Plan; *provided*, that Litigation Trust Causes of Action shall not include (x) any Causes of Action against any Released Party that is released pursuant to the Plan and (y) Causes of Action against holders of Allowed Unsecured Trade Claims and any counterparty to an executory contract or unexpired lease under section 365(b)(1)(A) of the Bankruptcy Code that has been assumed by the Reorganized Debtors to the extent such counterparty is not otherwise a Non-Released Party. The Litigation Trust shall be governed by the Litigation Trust Agreement and administered by the Liquidation Trustee selected by the Creditors' Committee with the reasonable consent of the Debtors.

CACIB Claims

Credit Agricole Corporate and Investment Bank's ("CACIB") claim of \$800,000, referred to as the Priority Recovery Claim in the settlement agreement (Docket No. 680-1) (the "**CACIB Settlement Agreement**") between the Debtors and CACIB, is deemed Allowed, and was deemed Allowed pursuant to the *Order (I) Authorizing and Approving the Settlement by and among the Debtors, Credit Agricole Corporate and Investment Bank and Certain Lender Parties and (II) Granting Related Relief* (Docket No. 784) (the "**CACIB Settlement Order**"). On the Effective Date, CACIB shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for the Priority Recovery Amount, Cash in an amount of \$800,000.

III. OVERVIEW OF DEBTORS' OPERATIONS

Business Overview

The Debtors and their non-Debtor affiliates (the "**Non-Debtor Affiliates**") and together with the Debtors, the "**Company**") are an international remote communications and information technology ("**IT**") services provider focused on delivering communications solutions through a multi-access technology, multi-band, and multi-orbit network utilizing more than 80 satellites and interconnecting global terrestrial network, bolstered by extensive on-the-ground local support in more than 40 countries. The Company provides managed information services with differentiated technology offerings, including cybersecurity, crew welfare, content solutions, data and voice applications, Internet of Things ("**IoT**") solutions, and network systems integration services. The Company's primary customers are in the cruise, energy, government, and commercial maritime businesses. In 2019, the Company served more than 3,200 customers in over 140 countries across a wide range of industries.

The Company operates across four key business verticals: (i) Commercial Maritime and Cruise (the “**Maritime Business**”); (ii) Energy (the “**Energy Business**”); (iii) Enterprise & Emerging Markets (the “**EEM Business**”), and (iv) Government (the “**Government Business**”).

The Maritime Business. The Maritime Business provides remote and secure communications services primarily to yachting, commercial shipping, passenger vessel, fishing, and offshore vessel customers that require broadband connectivity and other services. The Company serves about 50% of ocean-going cruise ships globally, and the Company uses Very Small Aperture Terminal (“**VSAT**”), L-Band, and 4G/LTE networks to deliver communications across oceans and coastlines to its commercial shipping and cruise clients. VSAT is used by the Company’s yachting customers to secure high quality internet connections and multimedia content delivery. Commercial shipping vessels include cargo, tanker, bulk, container, and service ships. The main uses for VSAT communications solutions in relation to commercial shipping vessels include accessing corporate networks, crew communication, and ship operation, a function increasingly performed remotely. Passenger vessels are primarily cruise operators that require bandwidth services for the operation of the vessel and for crew and passenger connectivity. Fishing vessels are operators who are primarily engaged in the global fishing industry and require bandwidth services for the operation of their vessel, communications and crew welfare. Offshore vessels include offshore support vessels that perform support functions for offshore rigs including research and surveying, construction, logistics, and platform support and development.

The Energy Business. The Company’s Energy Business provides high-bandwidth remote communication services to all segments of the global energy industry, including companies involved in drilling and exploration, floating production storage, offloading, offshore service, general service, engineering, and construction. The Company provides the necessary expertise, infrastructure, and network capacity to their energy customers to keep vital applications running and crews connected to support operations and the safety of customers’ employees.

The Company holds a market leading position in the provision of satellite communication services to the oil and gas industry with a market share of 22%. The Company is the market leader in deepwater connectivity and is the global partner to the world’s largest oilfield services company. VSAT communication solutions are a critical part of the communications networks for energy customers, whose operations are often in remote areas beyond the reach of landline or cellular network connections.

The Company also provides mission-critical connectivity between an organization’s different operational sites and headquarters. The high speed networks are used for real-time transmission of data for geologists and engineers, production volume monitoring, oil storage levels, video surveillance and remote operation of vehicles and machinery, and monitoring of IoT devices installed at the sites. For energy customers undertaking exploration activities, the Company offers terrestrial mobility solutions, leveraging mobile antennas such as vehicle mounted antennas and fly-away antennas. Other technologies such as Long Term Evolution (“**LTE**”), medium earth orbit (“**MEO**”), and other high-performance networks are now widely used in energy. Further diversification in energy is occurring with systems integration, professional services, and managed subsea fiber connectivity.

The EEM Business. The Company's EEM Business serves a wide range of markets and customers across multiple sectors, including cellular and telecom customers, humanitarian organizations, and utilities, mining, and media companies across multiple markets in the Pacific and South East Asia regions, South America, and the Sub-Saharan region of Africa. These services allow these enterprises and organizations to function in remote areas with limited access to wireless communications. The Company deploys engineering teams to carry out physical network design, installation, maintenance, and integration of infrastructure in these remote areas. The Company also provides mobile communications solutions for humanitarian and disaster response teams that can be used in harsh environments at unexpected times.

The Company's services to cellular and telecom operators can be grouped into the following categories—trunking, backhaul, and services provided to telecom operators as part of a broader end-user solution. Services operated on behalf of telecom operators are satellite services that telecom operators provide to their customers. The Company also generates wholesale voice revenue from telecom customers; this service is on a wholesale basis, allowing telecom operators to bundle the service with other telecommunications services.

The Government Business. The Company's Government Business provides secure, reliable, high-value solutions to end users in remote locations in over 100 countries around the world. The Government Business's customers include (i) U.S. government agencies (approximately 35%), (ii) defense and prime contractors (approximately 50%), and (iii) international governments and inter-governmental organization (approximately 15%).

The Government Business unit includes the combined capabilities of the legacy UltiSat and Globecomm government business entities. In support of its customers, the Government Business provides: (i) managed satellite and wireless network and information services; (ii) engineering and technical services incorporating complex systems integration projects and/or high-touch professional services; and (iii) manned and unmanned airborne beyond line-of-sight technology, connectivity, and intelligence/surveillance/reconnaissance solutions in support of government aircraft missions.

Satellite networks are utilized by this segment to provide connectivity between forward deployed units and their command centers as well as to provide aid recovery and humanitarian solutions after natural disasters or military conflict. The Government Business also supplies equipment and services to military organizations to establish communications networks used for troop personnel welfare, allowing military personnel to communicate with friends and family back home including access to education, training, and entertainment services.

The Company's Government Business unit is one of 12 companies qualified to sell commercial satellite communications solutions to the Defense Information Systems Agency. The acquisitions of UltiSat and Globecomm have enabled the Company to deliver products and services to customers in the government sector that are more strictly regulated, including the U.S. military and intelligence agencies.

Debtors' Corporate History and Governance Structure**1. Corporate History**

In September 1999, a group of investors, including Asia Satellite Telecommunications Holdings Limited (“AsiaSat”) founded the Company as a generalist satellite service provider offering primarily internet access services to the small–medium enterprise market. In 2007, the Company became a wholly owned subsidiary of AsiaSat.

In 2012, the Company was spun off from AsiaSat and, following a series of acquisitions of Australian and New Zealand satellite communications companies, reorganized as an Australian public company. In August 2014, the Company completed an initial public offering of 76.5 million shares (approximately 63.7% of outstanding shares at the time). On the same day, Speedcast’s shares commenced trading on the ASX under the ticker symbol “SDA.”

Since 2012, the Company has pursued a targeted M&A strategy aimed at obtaining geographic and industrial diversification, economies of scale, and operational efficiencies. The Company has acquired 16 distinct business since 2012, including three major acquisitions which were completed between 2017 and 2019:

- (a) **Harris CapRock Acquisition.** On January 1, 2017, the Company acquired Harris CapRock, a leading provider of communications networks for remote and harsh environments, for \$425 million, funded, in part, by a fully underwritten syndicated debt facility of \$385 million (the “**Senior Secured Bank Loan**”). The Senior Secured Bank Loan and Accordion Facility (as defined herein) were subsequently refinanced via the proceeds of the Syndicated Facility Agreement (as defined herein).
- (b) **UltiSat Acquisition.** On November 1, 2017, the Company acquired UltiSat Inc. (“UltiSat”), a leading provider of remote communications and professional services to governments, international government organizations and NGOs, for \$100 million in cash, funded, in part, by a \$60 million accordion facility (the “**Accordion Facility**”).
- (c) **Globecomm Acquisition.** On December 14, 2018, the Company acquired Globecomm Systems Inc. (“Globecomm”), a leading provider of remote communications networks to both government and commercial clients, for \$135 million, funded with proceeds of the Incremental Term Loan (as defined herein).

2. Corporate and Governance Structure

The Company consists of more than 95 entities organized in numerous jurisdictions. Speedcast is publicly listed on the ASX. At the Company’s request, Speedcast is currently suspended from quotation from the ASX (as discussed below). All the Debtors are direct or indirect subsidiaries of Speedcast. A copy of the Company’s organization chart, showing both the Debtors and the Non-Debtor Affiliates, is annexed hereto as **Exhibit B**.

Speedcast’s Board of Directors consists of four independent members:

<u>Name</u>	<u>Position</u>
Stephe Wilks	Independent Director / Chair
Grant Scott Ferguson	Independent Director
Michael Martin Malone	Independent Director
Peter Jackson	Independent Director

On August 27, 2019, following lower than expected half-year results for FY19, the Company announced the implementation of a board renewal process. As part of the process, the Company announced Stephe Wilks' appointment as Independent Director and Chairman of the Board of Directors and John Mackay's resignation from his position as Director and Chairman of the Board of Directors. On September 27, 2019, the Company further announced the appointments of Peter Shaper and Joe Spytek (who, as discussed below, no longer sit on the Board of Directors) as Executive Directors and Caroline van Scheltinga's retirement from the Board of Directors. Including Stephe Wilks, the Company currently has four Independent Directors. Independent Directors Peter Jackson, Grant Scott Ferguson, and Michael Martin Malone were appointed as Independent Directors in 2012, 2013, and 2014, respectively.

On August 23, 2020, Joe Spytek gave notice to the Company that he would be resigning as a member of the Board of Directors of the Company. On August 28, 2020, the Board of Directors accepted the resignation tendered by Joe Spytek as a member of the Board of Directors of the Company and on such date, his resignation was effective.

On August 24, 2020, Peter Shaper gave notice to the Company that he would be resigning as Chief Executive Officer of the Company. On August 28, 2020, the Board of Directors accepted the resignation tendered by Peter Shaper as Chief Executive Officer and member of the Board of Directors of the Company and on such date, his resignation was effective.

The Company has highly experienced managers for its operations. The Company's senior management team consists of the following individuals:

<u>Name</u>	<u>Position</u>
Joe Spytek	President / Chief Commercial Officer
Peter Myers	Chief Financial Officer
John Truschinger	Chief Administrative Officer
Dominic Gygell	General Counsel
Chris Hill	Chief Technology Officer

3. Proxy Board

As outlined above, on November 1, 2017, the Company acquired UltiSat and on December 14, 2018, the Company acquired Globecomm. UltiSat and Globecomm (collectively, the “**Proxy Companies**”), which together with their respective subsidiaries are Non-Debtor Affiliates, form the Company’s Government Business, are managed through that certain Proxy Agreement with Respect to Capital Stock of Ultisat, Inc., dated November 26, 2018, by and among Speedcast, Speedcast Group Holdings Pty Ltd., Speedcast Americas, Inc., UltiSat, and James David Bryan, Rand Hilton Fisher, and Paul Theodore Hengst (collectively, the “**Proxy Board**”), and the U.S. Department of Defense (the “**Proxy Agreement**”), as required by the U.S. National Industrial Security Program (“**NISP**”).

The Proxy Agreement is an instrument designed to mitigate the risk of foreign ownership, control, or influence over a U.S. entity that has security clearance under the NISP. The Proxy Agreement enables the Government Business to have access to classified information and to compete for, receive, and perform classified contracts with the U.S. Department of Defense. The Proxy Agreement conveys the Company’s voting rights to the Proxy Board and places certain restrictions on sharable information and interactions between the Government Business and the rest of the Company. The Proxy Board is comprised of three U.S. citizens cleared and approved by the U.S. Defense Counterintelligence and Security Agency (formerly, the Defense Security Services).

The Proxy Board ensures that the Government Business operates independently from the remainder of the Company. However, there is operational cooperation between the Government Business and the rest of the Company, with both parties providing services to the other through that certain Master Services Agreement for Cooperative Commercial Arrangements, dated June 30, 2018, by and between UltiSat and Speedcast Communications, Inc.

4. Special Restructuring Committee

In connection with the Company’s evaluation of strategic alternatives, the Board of Directors established the Special Restructuring Committee (as defined below) to, among other things, evaluate and negotiate the potential sale, restructuring, or other strategic transactions for the Company. This is discussed further in Section V (Formation of the Special Committee) below.

Equity Ownership

Speedcast is a public company and files annual reports with, and furnishes other information to, ASIC. Historically, Speedcast’s shares were listed on the ASX under the ticker symbol “SDA.” However, on February 3, 2020, following the Company’s announcement that its FY19 results would be 10% lower than expected by previous guidance, Speedcast requested that its shares be placed in a trading halt. On February 5, 2020, Speedcast further requested that the securities of Speedcast be suspended from quotation from the ASX until the release of official financial results for FY19. Further extension requests for suspension from the ASX were made in February and March 2020. As of January 31, 2020, the last date on which Speedcast’s common shares were trading on ASX, the share price of Speedcast closed at \$0.79 AUD per share.

Prepetition Indebtedness

As of the Petition Date, the Debtors had outstanding funded debt obligations in the aggregate principal amount of approximately \$689.1 million, consisting of approximately (i) \$97.6 million of borrowings under the Revolving Credit Facility (as defined herein) and (ii) \$591.4 million in Term Loans (as defined herein). In addition, as of the Petition Date, the Debtors had approximately \$10.6 million Prepetition Credit Facility Outstanding Letters of Credit (as defined herein).

1. Syndicated Facility Agreement

Certain of the Debtors are parties to that certain Syndicated Facility Agreement, dated as of May 15, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “**Syndicated Facility Agreement**” and the lenders thereunder, the “**Prepetition Lenders**”) by and among (i) Speedcast and certain of its subsidiaries, as borrowers, (ii) the lenders party thereto, (iii) the Issuing Banks (as defined in the Syndicated Facility Agreement), and (iv) Black Diamond Commercial Finance, L.L.C., as successor to Credit Suisse AG, Cayman Islands Branch, as administrative agent, collateral agent, and security trustee (the “**Prepetition Agent**”). Under the Syndicated Facility Agreement, the Debtors received: (a) a \$425 million senior secured credit facility with coupon of LIBOR plus 2.50% maturing on May 15, 2025 (the “**Initial Term Loans**”); and (b) a \$100 million senior secured revolving credit facility maturing on May 15, 2023 (the “**Revolving Credit Facility**”), including a \$30 million letter of credit sub-facility, under which \$10.6 million of letters of credit were outstanding as of the Petition Date (the “**Prepetition Credit Facility Outstanding Letters of Credit**”).

In October 2018, the Debtors received an additional \$175 million of term loans under the Syndicated Facility Agreement (the “**Incremental Term Loans**,” and together with the Initial Term Loans, the “**Term Loans**”) to fund the acquisition of Globecom. The Incremental Term Loans share the same terms with the Initial Term Loans, which were collectively priced at LIBOR plus 2.75% under the incremental amendment.

Under the Syndicated Facility Agreement, if on the last day of any fiscal half-year period the aggregate revolving credit exposure equals or exceeds 35% of the total revolving commitments at such time, Speedcast may not permit the net leverage ratio (net debt to EBITDA) as of such date to be greater than (a) so long as certain specified events have not occurred, and with respect to any period through and including December 31, 2020, 4.50x; and (b) with respect to each subsequent period, 4.00x (the “**Net Leverage Covenant**”).

2. Hedging Agreements

On May 15, 2018, Speedcast and ING Bank N.V. (“**ING**”) entered into that certain ISDA 2002 Master Agreement (the “**ING ISDA Master Agreement**” and, together with the schedule thereto, confirmations thereunder and all other documentation executed in connection with any of the foregoing, the “**ING Swap Documents**”). On May 16, 2018, Speedcast and CACIB entered into that certain ISDA 2002 Master Agreement (“**CACIB ISDA Master Agreement**” and, together with the schedule thereto, confirmations thereunder and all other documentation executed in connection with any of the foregoing, the “**CACIB Swap Documents**”). Speedcast utilized the ING Swap Documents and the CACIB Swap Documents to hedge its exposure to interest rate

fluctuations under its Syndicated Facility Agreement. As of the Petition Date, the mark-to-market value of outstanding hedge obligations owed to ING was approximately \$11.1 million and the mark-to-market value of outstanding hedge obligations owed to CACIB was approximately \$23.8 million.

3. Asset Financing Arrangements

Certain of the Debtors are also parties or guarantors to asset financing arrangements with: (i) ST Engineering iDirect (Europe) CY NV (“**Newtec**”), a seller of hardware engaged in the business of designing, developing, and manufacturing equipment, software and technologies for satellite communication; and (ii) Thrane & Thrane A/S and Seal Tel Inc. (each d/b/a “**Cobham**”), manufacturers of satellite and radio communication terminals and earth stations for land, marine, and airborne applications, along with Australia and New Zealand Banking Group Limited (“**ANZ**”), for equipment used as part of the Debtors’ operations (together, the “**Financing Arrangements**”). As of the Petition Date, the Debtors had outstanding obligations under the Financing Arrangements in the amount of (a) \$10.8 million and (b) \$3.7 million, respectively.

Newtec Financing Arrangement. On November 22, 2019, Speedcast Limited and Speedcast entered into a financing agreement (the “**Newtec Agreement**”) with Newtec, pursuant to which Speedcast Limited agreed to purchase certain hardware and software for its satellite communication network, including modems (the “**Newtec Equipment**”) from Newtec on credit. Under the Newtec Agreement, Speedcast Limited agreed to pay Newtec \$15,024,650 (the “**Newtec Principal Amount**”) for the Newtec Equipment via a down payment in the amount of \$2,500,000 followed by twenty-three (23) monthly installment payments in the amount of \$544,550, beginning in February 2020. Pursuant to the terms of the Newtec Agreement, Newtec retains title to the Newtec Equipment until Speedcast Limited has made the twentieth (20th) payment. Speedcast guarantees Speedcast Limited’s obligations under the Newtec Agreement. The Newtec Agreement permits Speedcast Limited and certain affiliates, including some of the Debtors, to possess and use the Newtec Equipment, which the Debtors use to provide services to the majority of their material customers, during the financing period. As of the date of this Disclosure Statement, Speedcast Limited has outstanding obligations in the amount of approximately \$7.9 million under the Newtec Agreement.

Cobham Financing Arrangement. On November 1, 2017, Speedcast Limited entered into an Agreement of Re-Sale (the “**Cobham Resale Agreement**”) with Cobham, pursuant to which Speedcast Limited and its affiliates agreed to purchase certain equipment, including antennas (the “**Cobham Equipment**”), for resale to their customers. Under the Cobham Resale Agreement, Speedcast Limited agreed to make payments for the Cobham Equipment pursuant to separate individual purchase orders. Pursuant to the Cobham Resale Agreement, Cobham retains all title to the Cobham Equipment until Cobham has received in full all sums due to it in respect of the Cobham Equipment. SpeedCast International Limited guarantees Speedcast Limited’s obligations under the Cobham Resale Agreement.

On June 15, 2018, in connection with the Cobham Resale Agreement, Speedcast Limited entered into a Long Term Credit Agreement with Cobham (the “**Cobham Credit Agreement**”), pursuant to which Speedcast Limited and certain of its affiliates were permitted to purchase the Cobham Equipment on credit, with the initial credit limit under such arrangement totaling \$8,600,000.

The Cobham Credit Agreement provides that Cobham may transfer the BoEs (as defined herein) to ANZ or another bank of Cobham's choosing. On December 10, 2018, Speedcast entered into a Guarantee with ANZ, pursuant to which SpeedCast International Limited agreed to guarantee Speedcast Cyprus Ltd.'s ("**Speedcast Cyprus**") obligations under any applicable Bills of Exchange that ANZ may purchase from Cobham.

On June 20, 2019, the Cobham Credit Agreement was amended to (i) replace Speedcast Limited with Speedcast Cyprus, as the Speedcast contracting party and (ii) limit the credit available under the Cobham Credit Agreement to those purchase orders placed by Speedcast Cyprus. Under the Cobham Credit Agreement, Speedcast Cyprus and Cobham entered into two Bills of Exchange (the "**BoEs**"): (i) the first dated December 14, 2018 with total payments of \$8,600,000 and (ii) the second dated July 12, 2019 with total payments of \$5,545,220.96. The Cobham Credit Agreement permits Speedcast Cyprus to install the Cobham Equipment on customers' vessels and use the Cobham Equipment for provision of services while the amounts owed under the BoEs are outstanding.

Pursuant to a Bills of Exchange Purchase Agreement, by and between Cobham and ANZ, dated July 5, 2019, Cobham sold its interest, rights and obligations in the BoEs to ANZ. On July 5, 2019, in connection with the sale of the BoEs to ANZ, Speedcast Cyprus entered into a Fixed and Floating Charge Debenture with ANZ, pursuant to which Speedcast Cyprus granted ANZ a charge in the equipment Speedcast Cyprus purchased under the Cobham Credit Agreement. Further, on July 5, 2019, in connection with the sale of the BoEs to ANZ, Speedcast entered into a second Guarantee with ANZ, pursuant to which Speedcast agreed to guarantee Speedcast Cyprus's obligations under the BoE constituting the Tranche 1 Facility under the Bills of Exchange Purchase Agreement. As of the date of this Disclosure Statement, Speedcast Cyprus has outstanding obligations of approximately \$8.2 million owed to ANZ under the BoEs.

4. Other Claims

The Debtors have other claims against them that do not consist of long-term funded debt. In the ordinary course of their business, the Debtors incur trade debt with numerous vendors in connection with their operations. The Debtors have a number of unsecured prepetition obligations to certain of their vendors that do not benefit from non-bankruptcy lien rights or setoff rights.

On June 30, 2020, the Debtors filed their schedules of assets and liabilities (the "**Schedules**") and statements of financial affairs (the "**Statements**") detailing known claims against the Debtors. As of October 6, 2020, over 1,399 proofs of Claim had been filed against the Debtors asserting in the aggregate approximately \$1.2 billion Claims.

Prepetition Legal Proceedings

Certain Debtors are named as defendants from time to time in routine litigation proceedings. In management's view, claims made in connection with the legal proceedings will be allowed in an amount that is less than the claimed amount, and the outcome of these proceedings will not have a material adverse effect on the Debtors' financial position, results of operations, or cash flows. The Debtors, however, cannot predict with certainty the outcome or effect of pending or threatened litigation or legal proceedings, and the eventual outcome could materially differ from their current

estimates. Speedcast's Board of Directors is not aware of any current litigation, pending or threatened litigation or other legal proceedings, which may have a material and adverse effect on Speedcast.

Intercompany Claims

To manage each entity's individual cash or operational needs, the Company engages in intercompany transactions (the "**Intercompany Transactions**") through which cash is transferred from one entity to another or an invoice is paid on another's behalf and a payable owed by the receiving entity is documented. These Intercompany Transactions are recorded either through (i) an executed intercompany note or loan (the "**Intercompany Loans**") or (ii) accounting entries in the books for the applicable entities. The Company tracks all Intercompany Transactions in its accounting systems and is able to ascertain, trace, and account for all Intercompany Transactions. Intercompany Transactions are settled or repaid on an ongoing basis. To the extent that an entity incurs a payable in the course of any Intercompany Transactions, without settlement, an intercompany claim (an "**Intercompany Claim**") arises in favor of such entity.

The Debtors have not sought authority from the Bankruptcy Court to pay or settle amounts outstanding on account of any prepetition Intercompany Transactions during the pendency of the Chapter 11 Cases. Under the Plan, all intercompany agreements are deemed to be, and shall be treated as, executory contracts and on the Effective Date, shall be assumed and all Intercompany Claims may be adjusted, continued, settled, reinstated, discharged, eliminated, or otherwise managed in accordance with section 4.6 of the Plan

IV. KEY EVENTS LEADING TO COMMENCEMENT OF CHAPTER 11 CASES

Business Decline and COVID-19

Financial results for the Company in 2019 were lower than expected reflecting a number of factors including (i) compression in margins; (ii) higher than expected revenue declines in Speedcast's Globecom business compared to the initial investment case; (iii) cost-saving measures hampering the realization of integration scale benefits; and (iv) high debt levels and weak cash flows impacting supplier relationships and constraining improvement programs.

To address these weaker trading conditions, in early 2020 the Company decided that it would seek to raise equity and complete a management reorganization. These steps were to be undertaken with the aim of (i) making a one-time investment in transformation to properly integrate acquired businesses, improving information systems, delivering service efficiencies, and upgrading the Company's platform to unlock bandwidth savings; (ii) reducing supplier arrears, improving trade terms, and strengthening commercial relationships by moving to strategic partnerships; and (iii) deleveraging and improving liquidity.

By March 2020, it was evident that the sudden onset of the COVID-19 pandemic, volatile macro-economic conditions in the global energy market, and extreme volatility in global capital markets meant that the prospect of recapitalizing the company by way of an equity issue was no longer viable.

The significant impact on the prospects for the Company's Maritime Business and Energy Business along with the above mentioned headwinds that contributed to the lower than expected FY19 financial results, made clear that the Company would not be able to satisfy the Net Leverage Covenant under the Syndicated Facility Agreement.

In March 2020, the Company announced that, given the equity market conditions precluding a meaningful equity raise, it had retained Moelis (as defined herein) to advise on funding and recapitalization alternatives, including the potential sale or merger of the Company, select asset sales, and/or other financing options.

The Company subsequently considered a number of alternative paths to address its capital structure and liquidity needs, including conducting a multi-track strategic and financial alternative process with the assistance of the Company's professional advisors, which included execution of a forbearance agreement, a new secured debt financing, exploration of a sale of some or all of the Company's assets, and restructuring options. Given its global footprint, the Company spent a significant amount of time and resources analyzing restructuring alternatives in foreign jurisdictions, particularly in Australia. After considering these matters, Speedcast's Board of Directors commenced the Chapter 11 Cases to facilitate restructuring the Company, protect its operations and employees, and preserve value for its stakeholders.

Entry into a Forbearance Agreement

Starting in March 2020, Speedcast and its advisors actively engaged in discussions and negotiations regarding restructuring alternatives with an ad hoc group of syndicated lenders under the Syndicated Facility Agreement (the "**Ad Hoc Group**", as the composition thereof may change from time to time), represented by Davis Polk & Wardwell LLP and Greenhill & Co., LLC, and the Prepetition Agent, represented by Skadden, Arps, Slate, Meagher & Flom LLP and King & Wood Mallesons. To provide Speedcast with the necessary runway to consider its restructuring and liquidity options, on April 1, 2020, Speedcast executed a forbearance agreement with certain lenders under the Syndicated Facility Agreement (the "**Forbearance Agreement**"), whereby the Ad Hoc Group and the Prepetition Agent agreed to provide temporary forbearance of actions under the Syndicated Facility Agreement as a result of the potential breach of the Net Leverage Covenant, and other breaches including the non-payment of interest and amortization due on March 31, 2020. On April 17, 2020, to provide additional time for the Debtors' preparation for the Chapter 11 Cases and negotiations relating to the Original DIP Facility, the Ad Hoc Group and the Prepetition Agent agreed to extend the outside termination date of the Forbearance Agreement from April 17, 2020, 11:59 p.m. New York time to April 24, 2020, 11:59 p.m. New York time.

V.

OVERVIEW OF CHAPTER 11 CASES

Commencement of Chapter 11 Cases

On April 23, 2020, the Debtors commenced their Chapter 11 Cases. The Debtors continue managing their properties and operating their businesses as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

First Day Motions

On the Petition Date, the Debtors filed multiple motions seeking various relief from the Bankruptcy Court to enable the Debtors to facilitate a smooth transition into chapter 11 and minimize any disruptions to the Debtors' operations (the "**First Day Motions**"). The Bankruptcy Court granted substantially all of the relief requested in the First Day Motions and entered various orders authorizing the Debtors to, among other things:

- Obtain postpetition financing and use cash collateral (Docket Nos. 49, 239);
- Continue insurance programs (Docket Nos. 52, 212);
- Pay certain prepetition taxes and assessments (Docket Nos. 54, 212);
- Continue the use of the Debtors' exiting cash management system, bank accounts, and business forms (Docket Nos. 80, 235);
- Pay prepetition obligations to critical vendors, foreign creditors, lien claimants, and 503(b)(9) claimants (Docket Nos. 85, 213);
- Pay prepetition wages, salaries, employee benefits, and other compensation and maintain employee benefit programs and pay related obligations (Docket. No. 115);
- Provide adequate assurance of payment to utility companies (Docket No. 116); and
- Restrict certain transfers of equity interests in, and claims against, the Debtors and claims of certain worthless stock deductions (Docket No. 133, 435).

Procedural Motions and Retention of Professionals

The Debtors also filed various motions regarding procedural issues that are common to Chapter 11 Cases of similar size and complexity as these Chapter 11 Cases. The Bankruptcy Court granted substantially all of the relief request in such motions and entered various orders authorizing the Debtors to, among other things:

- Joint administration of the Debtors' Chapter 11 Cases (Docket No. 18);
- File a consolidated creditor matrix and a consolidated list of 30 largest unsecured creditors and modify the requirement to file a list of equity security holders (Docket No. 55);
- Establish procedures for the interim compensation and reimbursement of expenses of professionals (Docket No. 328); and
- Employ professionals utilized by the Debtors in the ordinary course of business (Docket No. 356).

Additionally, the Debtors have filed several applications and obtained authority to retain various professionals to assist the Debtors in carrying out their duties under the Bankruptcy Code during the Chapter 11 Cases. These professionals include (i) FTI Consulting, Inc. (including designating Michael Healy to serve as Chief Restructuring Officer); (ii) Moelis Australia Advisory Pty Ltd and Moelis & Company LLC (collectively, “**Moelis**”); (iii) Weil, Gotshal & Manges LLP; (iv) McKool Smith, P.C.; (v) Kurtzman Carson Consultants LLC; (vi) KPMG LLP, and (vii) Herbert Smith Freehills LLP. The Bankruptcy Court entered orders authorizing the retention of such professionals at Docket Nos. 357, 446, 355, 426, 79, 438, and 329, respectively.

On July 6, 2020, the Bankruptcy Court entered an order approving the Creditors’ Committee’s employment and retention of Hogan Lovells US LLP (“**Hogan Lovells**”) as counsel to the Creditors’ Committee (Docket No. 461). On July 15, 2020, the Bankruptcy Court entered an order approving the Creditors’ Committee’s employment and retention of Husch Blackwell LLP (“**Husch Blackwell**”) as co-counsel and conflicts counsel to the Creditors’ Committee (Docket No. 497). On July 27, 2020, the Bankruptcy Court entered an order approving the Creditors’ Committee’s employment and retention of Berkeley Research Group, LLC (“**BRG**”) as financial advisor to the Creditors’ Committee (Docket No. 544).

DIP Facilities and Cash Collateral

1. The Original DIP Facility

As discussed above, the Company’s financial position was first frustrated by lower-than-expected profits and cash flow in 2019 and further compounded by the 2020 decline in revenues in the Company’s Energy Business and Maritime Business resulting from the putative OPEC price war and the worldwide decline in demand due to COVID-19.

To pay their ordinary course operating expenses, finance the Chapter 11 Cases, and stabilize their business, the Debtors filed on the Petition Date the *Emergency Motion of Debtors for Entry of Interim and Final Orders (I) Authorizing Debtors to (A) Obtain Postpetition Financing and (B) Use Cash Collateral, (II) Granting Liens and Providing Claims with Superpriority Administrative Expense Status, (III) Granting Adequate Protection to the Prepetition Secured Parties, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing and (VI) Granting Related Relief* (Docket No. 27) to obtain postpetition financing (“**Original DIP Financing**”) pursuant to a senior secured superpriority and priming debtor-in-possession term loan credit facility (the “**Original DIP Facility**”) subject to the terms and conditions set forth in that certain Senior Secured Superpriority Debtor-in-Possession Term Loan Credit Agreement, dated as of April 24, 2020 (as amended, supplemented, or otherwise modified from time to time, the “**Original DIP Credit Agreement**”), by and among Speedcast, Speedcast Communications, Inc., the lenders party thereto (the “**Original DIP Lenders**”), and Black Diamond Commercial Finance, L.L.C., as successor to Credit Suisse AG, Cayman Islands Branch, as administrative agent, collateral agent, and security trustee, in an aggregate principal amount of \$180 million, consisting of (i) new money term loans in the aggregate principal amount of \$90 million and (ii) term loans in an aggregate principal amount of \$90 million issued in substitution and exchange for prepetition debt owed under the Syndicated Facility Agreement on a dollar-for-dollar basis pursuant to the terms and conditions of the Original DIP Credit Agreement. The Original DIP Facility was guaranteed by SpeedCast International Limited and certain of its direct and indirect subsidiaries, including each

of the Debtors and certain non-Debtors. In addition, the Debtors requested authority to, among other things, (a) grant first-priority, priming, and junior liens and superpriority administrative expense claims to the Original DIP Lenders as security for the Original DIP Financing, (b) use cash collateral (as such term is defined in Section 363(a) of the Bankruptcy Code, the “**Cash Collateral**”), and (c) grant adequate protection to the Prepetition Lenders to the extent of any diminution of value of their interests in their collateral.

Additionally, the Original DIP Order (as defined below) provides for a forbearance of the Prepetition Secured Parties (as defined therein) from exercising any rights or remedies with respect to any obligations under the Syndicated Facility Agreement against both Debtor and non-Debtor loan parties.

On May 20, 2020, the Bankruptcy Court entered the *Final Order (I) Authorizing Debtors to (A) Obtain Postpetition Financing and (B) Use Cash Collateral, (II) Granting Liens and Providing Claims with Superpriority Administrative Expense Status, (III) Granting Adequate Protection to the Prepetition Secured Parties, (IV) Modifying the Automatic Stay, and (V) Granting Related Relief* (Docket No. 239) (the “**Original DIP Order**”), granting the relief sought in the motion, subject to the terms and conditions set forth in the Original DIP Order and the definitive documents related thereto.

2. The DIP Refinancing Facility

Given the longer than expected duration of plan negotiations with the Debtors’ key stakeholders, in July 2020, the Debtors invited Black Diamond and Centerbridge to submit additional or replacement DIP financing proposals to ensure these Chapter 11 cases could continue to be financed beyond the Debtors’ existing liquidity window. These negotiations led to the Debtors filing of the *Emergency Motion of Debtors for Entry of Interim and Final Orders (I) Authorizing Debtors to (A) Refinance their Postpetition Financing Obligations and (B) Use Cash Collateral, (II) Amending the Interim and Final Orders, and (III) Granting Related Relief* (Docket Nos. 686, 688) (the “**DIP Refinancing Motion**”), seeking Bankruptcy Court approval of the proposal from Centerbridge to refinance the Original DIP Facility and provide additional liquidity.

On September 18, 2020, the Bankruptcy Court entered the *Interim Order (I) Authorizing Debtors to (A) Refinance Their Postpetition Financing Obligations and (B) Use Cash Collateral, (II) Amending the Interim and Final Orders, and (III) Granting Related Relief* (Docket No. 724) (the “**DIP Refinancing Interim Order**”), authorizing Speedcast Communications, Inc. to obtain postpetition refinancing pursuant to a senior secured superpriority debtor-in-possession term loan credit facility in an aggregate principal amount of up to \$285 million (the “**DIP Refinancing Facility**”), of which \$220 million was approved on an interim basis upon entry of the DIP Refinancing Interim Order. The DIP Refinancing Facility is governed by that certain Senior Secured Superpriority Debtor-in-Possession Term Loan Credit Agreement, dated as of September 30, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**DIP Refinancing Credit Agreement**”), by and among SpeedCast International Limited, as parent, Speedcast Communications, Inc., as borrower, the lenders party thereto from time to time, and Belward Holdings, LLC, an affiliate of Centerbridge, as administrative agent, collateral agent and security trustee. The DIP Refinancing Facility is guaranteed by the same entities that guaranteed the Original DIP Facility. On October 5, 2020, the Bankruptcy Court entered the *Final*

Order (I) Authorizing Debtors to (A) Refinance Their Postpetition Financing Obligations and (B) Use Cash Collateral, (II) Amending the Interim and Final Orders, and (III) Granting Related Relief (Docket No. 777), which approved the DIP Refinancing Facility on a final basis. As of the date hereof, the Debtors have borrowed \$220 million under the DIP Refinancing Facility.

Hedge Terminations

1. ING Master Agreement

Pursuant to the Original DIP Order, the Bankruptcy Court authorized the termination of the ING Swap Documents, subject to the consent of each of the Debtors and ING. On May 22, 2020, following the entry of the Original DIP Order on May 20, 2020, ING notified Speedcast, among other things, that (i) all outstanding transactions under the ING ISDA Master Agreement were terminated on May 21, 2020 pursuant to the Original DIP Order, and (ii) an early termination amount of approximately \$11.1 million was owed to ING by Speedcast. The Debtors do not dispute the early termination amount of approximately \$11.1 million set forth in the proof of Claim filed by ING on June 27, 2020 (Claim No. 21).

2. CACIB ISDA Master Agreement

On April 27, 2020, CACIB notified Speedcast that CACIB was designating April 27, 2020 as the early termination date in respect of all outstanding transactions under the CACIB ISDA Master Agreement, citing an “event of default” allegedly caused by the commencement of the Chapter 11 Cases. On April 29, 2020, CACIB further notified Speedcast that Speedcast owed CACIB an early termination amount of approximately \$23.8 million (the “**CACIB Early Termination Amount**”) as a result of the early termination of the outstanding transactions under the CACIB ISDA Master Agreement. On June 1, 2020, CACIB further informed Speedcast of approximately \$19,000 of interest owed on the CACIB Early Termination Amount as of (but excluding) May 25, 2020. On June 3, 2020, CACIB filed a Notice of Appeal as to the Original DIP Order (Docket No. 276), ultimately resulting in an appeal (the “**Appeal**”), in the United States District Court for the Southern District of Texas before the Honorable Lee H. Rosenthal. The Debtors and CACIB resolved the Appeal pursuant to the CACIB Settlement Agreement, under which CACIB would receive a claim in an aggregate amount of \$23,803,088, consisting of an \$800,000 claim that is senior to the DIP Refinancing Facility and a \$23,003,008 claim that will be treated ratably with claims arising out of the Syndicated Facility Agreement. On October 6, 2020, the Bankruptcy Court entered the CACIB Settlement Order.

Formation of the Special Committee

On March 31, 2020, the Board of Directors resolved to approve the formation of a Special Restructuring Committee, as a sub-committee of the Board of Directors to make recommendation to the Board of Directors in connection with the Company’s evaluation of strategic alternatives. The Special Restructuring Committee (the “**Special Restructuring Committee**”) was established to, among other things, evaluate and negotiate the potential sale, restructuring, or other strategic transactions for the Company and to recommend to the Board of Directors the approval of such potential sale, restructuring or other strategic transactions. On March 31, 2020, Stephe Wilks and Michael Malone were appointed by the Board of Directors to serve on the Special Restructuring

Committee. Stephe Wilks was appointed as the Chair of the Special Restructuring Committee. Effective April 23, 2020, Carol Flaton, Hooman Yazhari, David Mack, each of whom is a director of Speedcast Americas, Inc., a Debtor and a wholly-owned subsidiary of Speedcast, were appointed to serve on the Special Restructuring Committee.

Appointment of Creditors' Committee

On May 6, 2020, the United States Trustee for Region 7 (the "**U.S. Trustee**") appointed an official committee of unsecured creditors (the "**Creditors' Committee**") pursuant to section 1102 of the Bankruptcy Code to represent the interests of unsecured creditors in these Chapter 11 Cases (Docket No. 154). The members of the Creditors' Committee are: (i) Inmarsat Global Limited ("**Inmarsat**"); (ii) Thrane & Thrane A/S Cobham SATCOM; (iii) Asia Satellite Telecommunications Co. Ltd; (iv) Intellian; (v) Telesat Canada; and (vi) APT Satellite Company Limited. The Creditors' Committee has retained Hogan Lovells and Husch Blackwell as counsel and BRG as its financial advisor. On May 12, 2020 the U.S. Trustee filed a notice of reconstitution of the Creditors' Committee (Docket No. 178), removing Intelsat and adding Inmarsat as member of the Creditors' Committee. New Skies Satellites, B.V. resigned from the Creditors' Committee on October 1, 2020.

New Material Contract with Intelsat

Intelsat US LLC and certain of its affiliated entities ("**Intelsat**") are material providers of bandwidth uplink and related services to the Debtors. In the weeks leading up to the Petition Date, the Debtors and Intelsat engaged in negotiations regarding past due balances owed by the Debtors and an agreement by Intelsat to continue providing services to the Debtors given the essential nature of Intelsat's services. During those negotiations, a brief service outage period occurred. On April 21, 2020, Intelsat and Speedcast Communications Inc. ("**SCI**"), a Debtor in these Chapter 11 Cases and the borrower under the Debtors' Original DIP Facility and DIP Refinancing Facility, entered into a letter agreement (the "**Interim Agreement**"), which provided, among other things, that Intelsat would provide broadband uplink and related services to the Debtors through June 30, 2020, in the same manner in which, and at the overall standards of quality and availability at which, such services were provided to the Debtors immediately prior to March 20, 2020 in exchange for (i) \$24 million to Intelsat, delivered into a segregated account with an account control agreement in favor of SCI, and the amount of which is secured by a valid and enforceable lien and security interest in such amount, and (ii) a \$44 million claim in these Chapter 11 Cases, which claim is treated as a prepetition, general unsecured claim ("**Intelsat Claim**"). The Bankruptcy Court approved the Interim Agreement on April 23, 2020. On May 14, 2020, Intelsat and certain of its affiliates filed voluntary petitions for relief under the Bankruptcy Code in the United States Bankruptcy Court for the Eastern District of Virginia (the "**Intelsat Court**").

Shortly after the Petition Date, Intelsat and the Debtors began negotiations on the terms of Intelsat providing bandwidth services to the Debtors from June 30, 2020 onwards, culminating in the execution of a new contract with Intelsat ("**Intelsat Contract**"). The Intelsat Contract provides, among other terms, that (i) Intelsat will provide bandwidth capacity, teleport uplink, colocation, IP terrestrial connectivity, technical support, and other related services by Intelsat to the Debtors from July 1, 2020 until September 30, 2021, (ii) Intelsat will provide minimum bandwidth capacity and access to additional bandwidth capacity each calendar month subject to a bandwidth cap,

(iii) Intelsat will provide Speedcast with unlimited use of its “FlexMaritime” global networks which are not included in the bandwidth cap, (iv) Speedcast will make fixed payments each month to Intelsat as well as “true-up” payments for excess bandwidth usage, and (v) Intelsat and Speedcast will release each other, including in respect to the Intelsat Claim.

This Court and the Intelsat Court have authorized each party’s entry into the Intelsat Contract on July 27, 2020 and July 29, 2020 respectively.

nbn Sale Process

Speedcast designs, builds, and manages enterprise satellite services for nbn co limited (“**nbn**”) pursuant to a master equipment and services supply agreement (“**MESSA**”), entered into by nbn and Speedcast Managed Services Pty Ltd (“**SMS**”) in February 2018.

On September 16, 2020, after diligence and negotiation, nbn and the Debtors entered into a certain “Transition Agreement”, which documented the elements of a sale of certain assets of SMS to nbn (the “**nbn Transaction**”). Consideration for the SMS Assets and provision of services under the Transition Agreement included: (i) payment by nbn of the purchase price, (ii) assumption by nbn of certain SMS contracts (“**SMS Proposed Assumed Contracts**”) (iii) assumption of all future liabilities and entitlements in respect of each SMS employee who accept an offer of employment with nbn, (iv) payment by nbn for the provision by SMS of the transition services prior to completion under the Transition Agreement, and (v) payment by nbn in relation to the accrued managed services fees and milestone payments under the MESSA. The total monetary consideration to be paid to SMS by nbn upon completion is approximately \$12.7 million, subject to adjustment at completion.

On September 22, 2020, the Debtors filed a motion (“**nbn Motion**”) and proposed sale order with the Bankruptcy Court (Docket No. 739) requesting relief authorizing and approving: the (i) Transition Agreement, (ii) the nbn Transaction free and clear of all liens, claims, interests and encumbrances, (iii) the assumption of the SMS Proposed Assumed Contracts, and procedures related thereto, including the calculation of the amount necessary to cure any monetary defaults under the SMS Proposed Assumed Contracts, and (iv) granting related relief. On October 28, 2020, the Bankruptcy Court entered an order approving the nbn Motion (Docket No. 879).

General Vendor Management

Over the course of the past several months, Speedcast’s management and FTI Consulting, Inc. (“**FTI**”), Speedcast’s financial advisor, jointly conducted a thorough review of Speedcast’s international vendor base and major executory contracts. The review included a look at historic vendor performance, alternate options in the marketplace, and the vendors’ core competencies in alignment with Speedcast’s long-term business plan. Certain vendor contracts were selected for assumption, as they were deemed to be considered essential to Speedcast’s future and/or may cause considerable operational issues if otherwise terminated. In an effort to reduce Speedcast’s exit costs, Speedcast and FTI proactively reached out to dozens of contracted vendors starting in June 2020 to discuss the future of their relationship with Speedcast and address outstanding pre-petition trade debt. Working closely with these vendors, Speedcast and FTI expect to achieve a meaningful debt reduction across the selected vendor group. The reductions are expected to translate into

lower cure payments, to be achieved through establishing a mutual understanding that lower exit costs may increase the likelihood of a long-term trade relationship.

Exclusivity

Section 1121(b) of the Bankruptcy Code provides for a period of 120 days after the commencement of a chapter 11 case during which time a debtor has the exclusive right to file a plan of reorganization (the “**Exclusive Plan Period**”). In addition, section 1121(c)(3) of the Bankruptcy Code provides that if a debtor files a plan within the Exclusive Plan Period, it has a period of 180 days after commencement of the chapter 11 case to obtain acceptances of such plan (the “**Exclusive Solicitation Period**,” and together with the Exclusive Plan Period, the “**Exclusive Periods**”). Pursuant to section 1121(d) of the Bankruptcy Code, the Bankruptcy Court may, upon a showing of cause, extend the Exclusive Periods. On September 17, 2020, the Bankruptcy Court entered the *Order Pursuant to Section 1121(d) of the Bankruptcy Code Extending Exclusive Periods* (Docket No. 710), which extended the Exclusive Periods to October 20, 2020 and November 30, 2020, respectively. On October 20, 2020, the Debtors filed a motion seeking a further extension of the Exclusive Periods to January 11, 2021 and February 19, 2021, respectively (Docket No. 853). As of the date hereof, such motion remains subject to approval by the Bankruptcy Court.

Statements and Schedules, and Claims Bar Dates

On July 6, 2020, the Bankruptcy Court entered an order approving (i) August 6, 2020 as the deadline for all creditors or other parties in interest to file proofs of Claim (the “**Bar Date**”); and (ii) October 20, 2020 as the deadline for all governmental units to file a proof of Claim (Docket No. 463).

The Debtors provided notice of the Bar Date, and published notice of the Bar Date in the U.S. edition of *New York Times* and the international edition of *New York Times*. The Debtors additionally made a disclosure to the ASX, notifying equity holders of Speedcast of the Bar Date.

On June 30, 2020, the Debtors filed their Schedules and Statements, detailing known claims against the Debtors (Docket Nos. 359-391). Further, as of October 6, 2020, over 1,399 proofs of Claim had been filed against the Debtors asserting in the aggregate approximately \$1.2 billion. The Debtors have begun to review and analyze the filed Claims, and will reconcile objections to the filed Claims as appropriate. The Debtors currently are working on amendments and schedules to certain schedules of certain of the Debtor entities and will file those amendments as soon as possible.

Plan Milestones

Pursuant to the DIP Refinancing Credit Agreement, the Debtors and the DIP Lenders agreed to certain milestones related to a plan of reorganization or, alternatively, a sale of the Debtors’ assets (the “**Plan Milestones**”). The Plan Milestones provide that, among other things, the Debtors must file one or more plans of reorganization implementing a restructuring transaction (and/or bid procedures in connection with a sale of assets), and a disclosure statement in connection therewith, by no later than October 20, 2020.

Mediation

On September 7, 2020, Black Diamond filed Black Diamond Capital Management, L.L.C.'s Emergency Motion for Mediation or, in the Alternative, Appointment of an Examiner Pursuant to 11 U.S.C. § 1104(c) (Docket No. 666) (the "**Mediation Motion**"), requesting mediation with Chief Judge David R. Jones to resolve certain issues identified in the Mediation Motion related to Black Diamond's proposals for a sale or plan transaction involving an acquisition of the Company.

The Debtors resolved all responses to the Mediation Motion and filed the *Certification of Counsel Regarding Agreed Mediation Order Appointing Judge David R. Jones as Mediator* (Docket No. 719), which included a form of order agreed on by the Debtors, Black Diamond, the Ad Hoc Group of Secured Lenders, Centerbridge, and the Creditors' Committee. On September 18, 2020, the Bankruptcy Court entered the *Agreed Mediation Order Appointing David R. Jones as Mediator* (Docket No. 720), appointing Chief Judge Jones to mediate plan negotiations between the Debtors, Centerbridge, Black Diamond, the Ad Hoc Group, and the Creditors' Committee. The mediation did not result in a fully consensual resolution.

Key Employee Retention Plan

On September 24, 2020, the Debtors filed the *Motion of Debtors for Entry of Order Approving and Authorizing Implementation of Non-Insider Key Employee Retention Plan* (Docket No. 752) requesting the Bankruptcy Court's approval of a key employee retention plan (the "**KERP**") with an aggregate maximum payout of approximately \$4 million. Subject to Bankruptcy Court approval, participants under the KERP will be entitled to receive awards tied to their continued employment in good standing with the Debtors through the Chapter 11 Cases. As of the date hereof, the KERP remains subject to Bankruptcy Court approval.

Key Employee Incentive Plan

On October 25, 2020, the Debtors filed the *Motion of Debtors for Entry of Order Approving and Authorizing Implementation of Key Employee Incentive Plan* (Docket No. 872) requesting the Bankruptcy Court's approval of a key employee incentive plan (the "**KEIP**"). Subject to Bankruptcy Court approval, participants under the KEIP will be eligible to receive awards if they meet certain operational performance targets, measured and payable following up to four independent quarterly performance periods during the Chapter 11 Cases, with aggregate incentive payouts of \$4.5 million for threshold performance, \$6.1 million for target performance, and \$7.6 million for maximum performance (the "**Operational KEIP Awards**"). In addition, to account for the possibility of a sale involving substantially all of the Debtors' assets or strategic transaction under the Plan Sponsor Selection Process, the KEIP is structured to toggle to provide incremental incentive awards of between approximately \$3.1 million for threshold performance, \$6.1 million for target performance, and \$12.2 million for maximum performance, depending on the transaction value of the sale or strategic transaction. Any incentive payouts earned based on a sale or strategic transaction will be reduced by an amount equal to the Operational KEIP Awards received by the KEIP participants. As of the date hereof, the KEIP remains subject to Bankruptcy Court approval.

Australian Process

Certain of the Debtors are incorporated under the laws of Australia and maintain assets and operations in that jurisdiction. As a result of the Debtors' assets and operations in Australia, following confirmation of the Plan, the Debtors may seek to implement the Plan in part, through a recognition proceeding, or an in-court or out-of-court restructuring process in Australia. Such restructuring process may include, but is not limited to, an administration, receivership, liquidation, scheme of arrangement, or any such restructuring process or proceeding necessary to effect the Plan.

VI. TRANSFER RESTRICTIONS AND CONSEQUENCES UNDER FEDERAL SECURITIES LAWS

The issuance of the New Equity Interests issued on account of the Direct Investment pursuant to the Plan Sponsor Agreement is being made in reliance on the exemption from registration set forth in section 4(a)(2) of the Securities Act and/or Regulation D thereunder (the "**4(a)(2) Securities**") or, solely to the extent section 4(a)(2) of the Securities Act or Regulation D thereunder is not available, any other available exemption from registration under the Securities Act.

Section 4(a)(2) of the Securities Act provides that the issuance of securities by an issuer in transactions not involving a public offering are exempt from registration under the Securities Act. Regulation D is a non-exclusive safe harbor from registration promulgated by the SEC under section 4(a)(2) of the Securities Act.

The 4(a)(2) Securities will be "restricted securities" within the meaning of Rule 144 under the Securities Act, will bear customary legends and transfer restrictions, and may not be transferred except pursuant to an effective registration statement or under an available exemption from the registration requirements of the Securities Act and subject to the restrictions, if any, on transferability set forth in under the New Organizational Documents or any applicable stockholder agreement of New Speedcast Parent.

Rule 144 provides a limited safe harbor for the public resale of restricted securities if certain conditions are met. These conditions vary depending on whether the holder of the restricted securities is an "affiliate" of the issuer. Rule 144 defines an affiliate of the issuer as "a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such issuer."

A non-affiliate of an issuer that is not subject to the reporting requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934 (the "**Exchange Act**") and who has not been an affiliate of the issuer during the 90 days preceding such sale may resell restricted securities after a one-year holding period whether or not there is current public information regarding the issuer.

An affiliate of an issuer that is not subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act may resell restricted securities after the one-year holding period if at the time of the sale certain current public information regarding the issuer is available. An affiliate must also comply with the volume, manner of sale and notice requirements of Rule 144. First, the rule limits the number of restricted securities (plus any unrestricted securities) sold for the account of an

affiliate (and related persons) in any three-month period to the greater of 1% of the outstanding securities of the same class being sold or, if the class is listed on a stock exchange, the average weekly reported volume of trading in such securities during the four weeks preceding the filing of a notice of proposed sale on Form 144 or if no notice is required, the date of receipt of the order to execute the transaction by the broker or the date of execution of the transaction directly with a market maker. Second, the manner of sale requirement provides that the restricted securities must be sold in a broker's transaction, directly with a market maker or in a riskless principal transaction (as defined in Rule 144). Third, if the amount of securities sold under Rule 144 in any three month period exceeds 5,000 shares or has an aggregate sale price greater than \$50,000, an affiliate must file or cause to be filed with the SEC three copies of a notice of proposed sale on Form 144, and provide a copy to any exchange on which the securities are traded.

The Debtors believe that the Rule 144 exemption will not be available with respect to any 4(a)(2) Securities (whether held by non-affiliates or affiliates) until at least one year after the Effective Date. Accordingly, unless transferred pursuant to an effective registration statement or another available exemption from the registration requirements of the Securities Act, nonaffiliated holders of 4(a)(2) Securities will be required to hold their 4(a)(2) Securities for at least one year and, thereafter, to sell them only in accordance with the applicable requirements of Rule 144, pursuant to the filing of an effective registration statement or pursuant to another available exemption from the registration requirements of applicable securities laws, and subject to the restrictions, if any, on transferability set forth in under the New Organizational Documents or any applicable stockholder agreement of New Speedcast Parent.

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Legends. To the extent certificated or issued by way of direct registration on the records of the New Speedcast Parent's transfer agent, certificates evidencing the New Equity Interests held by holders of 10% or more of the outstanding New Equity Interests, or who are otherwise underwriters as defined in section 1145(b) of the Bankruptcy Code, and all 4(a)(2) Securities will bear a legend substantially in the form below:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE WERE ORIGINALLY ISSUED ON [DATE OF ISSUANCE], HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR UNDER ANY OTHER APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE SOLD, OFFERED FOR SALE, OR OTHERWISE TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR AN AVAILABLE EXEMPTION FROM REGISTRATION THEREUNDER."

The Debtors and Reorganized Debtors, as applicable, reserve the right to reasonably require certification, legal opinions or other evidence of compliance with Rule 144 as a condition to the removal of such legend or to any resale of the 4(a)(2) Securities. The Debtors and Reorganized Debtors, as applicable, also reserve the right to stop the transfer of any 4(a)(2) Securities if such transfer is not in compliance with Rule 144, pursuant to an effective registration statement or pursuant to another available exemption from the registration requirements of applicable securities laws. All persons who receive 4(a)(2) Securities will be required to acknowledge and agree that (a) they will not offer, sell or otherwise transfer any 4(a)(2) Securities except in accordance with

an exemption from registration, including under Rule 144 under the Securities Act, if and when available, or pursuant to an effective registration statement, and (b) the 4(a)(2) Securities will be subject to the other restrictions described above.

In any case, recipients of securities issued under or in connection with the Plan are advised to consult with their own legal advisors as to the availability of any such exemption from registration under state law in any given instance and as to any applicable requirements or conditions to such availability.

BECAUSE OF THE COMPLEX, SUBJECTIVE NATURE OF THE QUESTION OF WHETHER A PARTICULAR PERSON MAY BE AN UNDERWRITER OR AN AFFILIATE AND THE HIGHLY FACT-SPECIFIC NATURE OF THE AVAILABILITY OF EXEMPTIONS FROM REGISTRATION UNDER THE SECURITIES ACT, INCLUDING THE EXEMPTIONS AVAILABLE UNDER SECTION 1145 OF THE BANKRUPTCY CODE AND RULE 144 UNDER THE SECURITIES ACT, NONE OF THE DEBTORS MAKE ANY REPRESENTATION CONCERNING THE ABILITY OF ANY PERSON TO DISPOSE OF THE SECURITIES TO BE ISSUED UNDER OR OTHERWISE ACQUIRED PURSUANT TO THE PLAN. THE DEBTORS RECOMMEND THAT POTENTIAL RECIPIENTS OF THE SECURITIES TO BE ISSUED UNDER OR OTHERWISE ACQUIRED PURSUANT TO THE PLAN CONSULT THEIR OWN COUNSEL CONCERNING WHETHER THEY MAY FREELY TRADE SUCH SECURITIES AND THE CIRCUMSTANCES UNDER WHICH THEY MAY RESELL SUCH SECURITIES.

VII. CERTAIN FEDERAL INCOME TAX CONSEQUENCES OF PLAN

The following discussion summarizes certain U.S. federal income tax consequences of the implementation of the Plan to the Debtors and to holders of Unsecured Trade Claims and Other Unsecured Claims. This discussion does not address the U.S. federal income tax consequences with respect to Claims or Interests that are unimpaired or deemed to reject the Plan.

The discussion of U.S. federal income tax consequences below is based on the Internal Revenue Code of 1986, as amended (the “**Tax Code**”), U.S. Treasury regulations, judicial authorities, published positions of the Internal Revenue Service (“**IRS**”), and other applicable authorities, all as in effect on the date of this Disclosure Statement and all of which are subject to change or differing interpretations (possibly with retroactive effect). The U.S. federal income tax consequences of the contemplated transactions are complex and subject to significant uncertainties. The Debtors have not requested an opinion of counsel or a ruling from the IRS with respect to any of the tax aspects of the contemplated transactions, and the discussion below is not binding upon the IRS or any court. No assurance can be given that the IRS will not assert, or that a court will not sustain, a different position than any position discussed herein.

This summary does not address foreign, state, or local tax consequences of the contemplated transactions, nor does it purport to address the U.S. federal income tax consequences of the transactions to special classes of taxpayers (e.g., controlled foreign corporations, passive investment companies, small business investment companies, regulated investment companies, real estate investment trusts, banks and certain other financial institutions, insurance companies,

tax-exempt organizations, retirement plans, individual retirement and other tax-deferred accounts, holders that are, or hold their Claims through S corporations, partnerships or other pass-through entities for U.S. federal income tax purposes, holders of Claims who are themselves in bankruptcy, persons whose functional currency is not the U.S. dollar, dealers in securities or foreign currency, traders that mark-to-market their securities, persons subject to the alternative minimum tax or the “Medicare” tax on net investment income, persons whose Claims are part of a straddle, hedging, constructive sale, or conversion transaction, and persons who use the accrual method of accounting and report income on an “applicable financial statement”). In addition, this discussion does not address the Foreign Account Tax Compliance Act or U.S. federal taxes other than income taxes and does not apply to any person that acquires any Claims in the secondary market.

This discussion assumes that Unsecured Trade Claims and Other Unsecured Claims are held as “capital assets” (generally property held for investment) within the meaning of section 1221 of the Tax Code (unless otherwise indicated below) and the various debt and other arrangements to which the Debtors are a party will be respected for U.S. federal income tax purposes in accordance with their respective forms. Any change to these assumptions could materially change the U.S. federal income tax consequences to the Debtors and holders of Claims described herein.

THE FOLLOWING SUMMARY OF CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT A SUBSTITUTE FOR CAREFUL TAX PLANNING AND ADVICE BASED UPON YOUR INDIVIDUAL CIRCUMSTANCES. ALL HOLDERS OF CLAIMS AND INTERESTS ARE URGED TO CONSULT THEIR TAX ADVISOR FOR THE U.S. FEDERAL, STATE, LOCAL AND OTHER TAX CONSEQUENCES APPLICABLE UNDER THE PLAN.

Consequences to the Debtors

For U.S. federal income tax purposes, Speedcast Americas, Inc., a Delaware corporation and the common parent of a U.S. tax consolidated group (“**Speedcast U.S. Tax Group**”) is required to file a U.S. federal income tax return. Speedcast Americas, Inc. and the Debtors that are members of the Speedcast U.S. Tax Group (or are disregarded entities of members of the Speedcast U.S. Tax Group) are collectively referred to as the “**U.S. Debtors**”.

(a) Limitation of NOL Carryforwards and Other Tax Attributes

Under the Tax Code, any net operating loss (“**NOL**”) carryforwards, disallowed interest expense carryforwards and certain other tax attributes, including tax credits (collectively, “**Pre-Change Losses**”) of a corporation (or consolidated group) may be subject to an annual limitation if the corporation (or consolidated group) undergoes an ownership change within the meaning of section 382 of the Tax Code.

In the event of an ownership change, the amount of the annual limitation to which a corporation (or consolidated group) that undergoes an ownership change will be subject is generally equal to the product of (A) the fair market value of the stock of the corporation (or common parent of the consolidated group) immediately before the ownership change (with certain adjustments) multiplied by (B) the “long-term tax-exempt rate” in effect for the month in which the ownership change occurs (e.g., 0.85% for ownership changes occurring in October 2020). This annual

limitation potentially may be increased in the event the corporation (or consolidated group) has an overall “built-in” gain in its assets at the time of the ownership change. For a corporation (or consolidated group) in bankruptcy that undergoes an ownership change pursuant to a confirmed bankruptcy plan, the fair market value of the stock of the corporation is generally determined immediately after (rather than before) the ownership change after giving effect to the discharge of creditors’ claims but subject to certain adjustments; in no event, however, can the stock value for this purpose exceed the pre-change gross value of the corporation’s assets. Any portion of the annual limitation that is not used in a given year may be carried forward, thereby adding to the annual limitation for the subsequent taxable year.

If a corporation (or consolidated group) does not continue its historic business or use a significant portion of its historic assets in a new business for at least two years after the ownership change, the annual limitation resulting from the ownership change is reduced to zero, thereby precluding any utilization of the corporation’s Pre-Change Losses (absent any increases due to the recognition of any built-in gains as of the time of the ownership change).

Under section 382(l)(5) of the Tax Code, an exception to the foregoing annual limitation rules generally applies where qualified creditors of a debtor corporation receive, in respect of their claims, at least fifty percent (50%) of the vote and value of the stock of the reorganized debtor (or a controlling corporation if also in bankruptcy) pursuant to a confirmed chapter 11 plan. The Debtors do not expect this exception to be of any benefit, even if otherwise applicable, and the Plan is not premised on such exception.

The implementation of the Plan is expected to result in an ownership change of the Speedcast U.S. Tax Group. The Speedcast U.S. Tax Group does not expect to have material Pre-Change Losses; however, following the Effective Date, any Pre-Change Losses of the Speedcast U.S. Tax Group may be subject to limitation under section 382 of the Tax Code. In addition, the Debtors do not expect that, as of the Effective Date, the Speedcast U.S. Tax Group will have a net unrealized built-in loss in its assets (meaning that a portion of certain future deductions related to built-in losses in its assets would not generally be subject to limitation). Nevertheless, there is no assurance that the IRS would not take a contrary position.

(b) Cancellation of Debt

In general, absent an exception, a debtor will realize and recognize cancellation of debt (“COD”) income upon satisfaction of its outstanding indebtedness for total consideration less than the amount of such indebtedness. The amount of COD is generally the amount by which the “adjusted issue price” (within the meaning of applicable Treasury regulations) of the indebtedness discharged exceeds the value of any consideration given in exchange therefor. Certain statutory or judicial exceptions may apply to limit the amount of COD for U.S. federal income tax purposes. Under section 108 of the Tax Code, any COD realized by a debtor is excluded from gross income if the debtor is under the jurisdiction of a court in a case under chapter 11 of the Bankruptcy Code and the discharge of debt occurs pursuant to that proceeding.

As a consequence of such exclusion, a debtor in a bankruptcy case generally must reduce certain of its tax attributes—such as NOLs, capital loss carryforwards, tax credits, and tax basis in assets—by the amount of COD that is excluded from gross income. Although not free from doubt, it is

expected that interest expense disallowed and carried over under section 163(j) would not be a tax attribute subject to such reduction. In applying this attribute reduction rule to the tax basis in assets, the tax law limits the reduction in tax basis to the amount by which the tax basis exceeds the debtor's post-emergence liabilities (often referred to as the "liability floor"). If advantageous, the debtor can elect to reduce the basis of depreciable property prior to any reduction in its NOL carryforwards or other tax attributes. When the debtor joins in the filing of a consolidated U.S. federal income tax return, applicable Treasury regulations require, in certain circumstances, that the tax attributes of the consolidated subsidiaries of the debtor and other members of the group must also be reduced. Any reduction in tax attributes in respect of COD generally does not occur until after the determination of the debtor's net income or loss for the taxable year in which the COD is incurred.

In connection with the implementation of the Plan, the U.S. Debtors expect to realize COD for U.S. federal income tax purposes. The amount of COD and resulting reduction in tax attributes depends primarily upon the amount of cash and the fair market value of the New Equity Interests and other property, if any, distributed to holders of Claims pursuant to the Plan.

Consequences to U.S. Holders of Certain Claims

As used herein, the term "U.S. Holder" means a beneficial owner of an Allowed Unsecured Trade Claim or Allowed Other Unsecured Claim that is for U.S. federal income tax purposes:

- an individual who is a citizen or resident of the United States;
- a corporation, or other entity taxable as a corporation for U.S. federal income tax purposes, created or organized in or under the laws of the United States, any state thereof or the District of Columbia;
- an estate the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust, if (i) (A) a court within the United States is able to exercise primary jurisdiction over its administration and (B) one or more U.S. persons have authority to control all of its substantial decisions, or (ii) if the trust has a valid election in effect under applicable Treasury regulations to be treated as a U.S. person.

If a partnership or other entity or arrangement taxable as a partnership for U.S. federal income tax purposes holds Allowed Unsecured Trade Claims and Allowed Other Unsecured Claims, the U.S. federal income tax treatment of a partner in such partnership generally will depend upon the status of the partner and the activities of the partnership. If you are a partner in such a partnership holding any such Claims, you are urged to consult your tax advisor.

1. Treatment of Allowed Unsecured Trade Claims

Pursuant to the Plan, holders of Allowed Unsecured Trade Claims will receive the Trade Claim Cash Amount in full and final satisfaction of their Unsecured Trade Claims.

The receipt by a U.S. Holder of its Pro Rata share of the Trade Claim Cash Amount in exchange for its Allowed Unsecured Trade Claims is expected to be a fully taxable transaction. Accordingly, a U.S. Holder is expected to recognize gain or loss in an amount equal to the difference, if any, between (i) the amount of any cash received (other than to the extent received in respect of a Unsecured Trade Claim for accrued but unpaid interest and possibly accrued original issue discount (“**OID**”)), and (ii) the U.S. Holder’s adjusted tax basis in its Unsecured Trade Claims immediately prior to the exchange (other than any tax basis attributable to accrued but unpaid interest and possibly accrued **OID**). *See* Section VII.4. below – “Character of Gain or Loss.” A U.S. Holder is expected to have ordinary interest income to the extent of any consideration allocable to accrued but unpaid interest not previously included in income. *See* Section VII.3. below – “Distributions in Discharge of Accrued Interest or **OID**.”

2. Treatment of Allowed Other Unsecured Claims

(a) In General

Pursuant to the Plan, U.S. Holders of Allowed Other Unsecured Claims (including Syndicated Facility Deficiency Claims) will receive their Pro Rata share of the Litigation Trust Distributable Proceeds from the Litigation Trust (“**Litigation Trust Interests**”) in full and final satisfaction of their Other Unsecured Claims. For U.S. federal income tax purposes, a U.S. Holder of Syndicated Facility Deficiency Claims will be treated as exchanging the debt that gave rise to both such Syndicated Facility Deficiency Claims and such U.S. Holder’s Syndicated Facility Secured Claims in exchange for the total consideration received in respect of such Claims. *See* VII.B.2.b. – “Certain U.S. Holders of Syndicated Facility Deficiency Claims” for a discussion of certain U.S. federal income tax consequences to U.S. Holders of Syndicated Facility Deficiency Claims.

(b) The Litigation Trust

The Litigation Trust is intended to be treated as a “liquidating trust” within the meaning of Treasury regulation section 301.7701-4(d) for U.S. federal income tax purposes, which is not a separate taxable entity, but rather is treated for U.S. federal income tax purposes as a “grantor trust” (*i.e.*, a pass-through entity) with the holders of Litigation Trust Interests (*i.e.*, the holders of Allowed Other Unsecured Claims) as the grantors.

If any assets are allocable to a disputed claim reserve, the Litigation Trustee may elect to treat any disputed claim reserve as a “disputed ownership fund” governed by Treasury regulation section 1.468B-9. A disputed ownership fund is generally treated as a separate corporate entity for U.S. federal income tax purposes and is generally subject to tax on amounts it earns on a current basis.

The Debtors intend to treat the transfer of assets (other than any assets allocable to a disputed claim reserve) by the Debtors to the Litigation Trust as (i) a deemed transfer of such assets to holders of Allowed Other Unsecured Claims receiving Litigation Trust Interests in proportion to their interests in the Litigation Trust in full satisfaction of such holder’s Allowed Other Unsecured Claims, followed by (ii) the deemed transfer by such holders to the Litigation Trust of such assets in exchange for their Litigation Trust Interests.

(c) Receipt of Litigation Trust Interests

Except as described below in Section VII.2.d. – “Certain U.S. Holders of Syndicated Facility Deficiency Claims”, the deemed receipt by a U.S. Holder of the assets transferred to the Litigation Trust in exchange for such U.S. Holder’s Allowed Other Unsecured Claims is expected to be a fully taxable transaction to such U.S. Holder. Accordingly, a U.S. Holder of Allowed Unsecured Trade Claims will generally recognize gain or loss in an amount equal to the difference, if any, between (i) such U.S. Holder’s share of the fair market value of the assets deemed transferred (other than any portion deemed received in respect of such Other Unsecured Claims for accrued but unpaid interest and possibly accrued OID, if any), and (ii) the U.S. Holder’s adjusted tax basis in its Other Unsecured Claims immediately prior to the exchange (other than any tax basis attributable to accrued but unpaid interest and possibly accrued OID). *See* Section VII.4. below – “Character of Gain or Loss.” A U.S. Holder is expected to have ordinary interest income to the extent of any consideration allocable to accrued but unpaid interest not previously included in income. *See* Section VII.3. below – “Distributions in Discharge of Accrued Interest or OID.”

(d) Certain U.S. Holders of Syndicated Facility Deficiency Claims

As discussed above, for U.S. federal income tax purposes, a U.S. Holder of Syndicated Facility Deficiency Claims will be treated as exchanging the debt that gave rise to both such Syndicated Facility Deficiency Claims and such U.S. Holder’s Syndicated Facility Secured Claims in exchange for the total consideration received in respect of such Claims. Subject to the discussion below, such U.S. Holder will generally be subject to the same tax treatment discussed above with respect to the deemed receipt of assets transferred to the Litigation Trust in exchange for a U.S. Holder’s Allowed Other Unsecured Claims, except that the measure of the gain or loss recognized will equal the difference, if any, between (i) such U.S. Holder’s share of the fair market value of the assets deemed transferred and any cash and other consideration received by such U.S. Holder (other than any portion deemed received in respect of such Claims for accrued but unpaid interest and possibly OID, if any), and (ii) the U.S. Holder’s adjusted tax basis in its Other Unsecured Claims and Syndicated Facility Secured Claims immediately prior to the exchange (other than any tax basis attributable to accrued but unpaid interest and possibly accrued OID). *See* Section VII.4. below – “Character of Gain or Loss.”

In the event that any U.S. Holders of Allowed Syndicated Secured Claims receive or are deemed to receive New Equity Interests pursuant to the Plan, such U.S. Holders may be treated as exchanging their Syndicated Facility Secured Claims and their Syndicated Facility Deficiency Claims for New Equity Interests and other consideration (*e.g.*, Litigation Trust Interests) in a transaction qualifying as a “reorganization” within the meaning of section 368(a)(1) of the Tax Code (a “Reorganization”). In such case, a U.S. Holder of a Syndicated Facility Deficiency Claim that receives or is deemed to receive New Equity Interests generally will not recognize loss but will recognize gain (if any) with respect to its Allowed Syndicated Facility Secured Claims and Allowed Syndicated Facility Deficiency Claims to the extent of any consideration received other than New Equity Interests (*e.g.*, Litigation Trust Interests). In addition, such U.S. Holder would have ordinary interest income to the extent of any consideration allocable to accrued but unpaid interest or accrued OID not previously included in income. *See* Section VII.3. below – “Distributions in Discharge of Accrued Interest or OID.”

The determination of whether the transaction qualifies as a Reorganization is complex and dependent upon a number of factors, including, among other things, the amount or value of

Syndicated Facility Secured Claims exchanged or deemed exchanged for New Equity Interests and whether the Syndicated Facility Secured Claims and Syndicated Facility Deficiency Claims constitute “securities” for U.S. federal income tax purposes. U.S. Holders of Allowed Syndicated Facility Deficiency Claims are urged to consult their own tax advisor regarding the potential treatment of the exchange of their Claims as a Reorganization and the resulting U.S. federal income tax consequences of such exchange.

(e) Ownership of Litigation Trust Interest

Each U.S. Holder receiving a Litigation Trust Interest as part of the Plan should be treated as owning a proportionate undivided interest in each of the assets (other than the assets allocable to any disputed ownership fund) of the Litigation Trust to the extent of such U.S. Holder’s interest therein (such interest, a U.S. Holder’s “Litigation Trust Asset Interest”). Accordingly, each such U.S. Holder should be required to report on its U.S. federal income tax return its share of any income, gain, loss, deduction, or credit recognized or incurred by the Litigation Trust that is allocable to its Litigation Trust Asset Interest and should treat such items as derived from its Litigation Trust Asset Interest and not in satisfaction of the Allowed Other Unsecured Claim for which it received such share. The character of any such items to a beneficiary of the Litigation Trust and the ability of such beneficiary to benefit from any loss, deduction, or credit allocable to its Litigation Trust Asset Interest will depend on the particular circumstances of such beneficiary and the nature of the assets held by the Litigation Trust.

U.S. Holders are urged to consult their own tax advisors regarding the proper characterization of the Litigation Trust.

3. Distributions in Discharge of Accrued Interest or OID

In general, to the extent that any consideration received pursuant to the Plan by a U.S. Holder of a Claim is received in satisfaction of accrued interest during its holding period, such amount is expected to be taxable to the U.S. Holder as ordinary interest income (if not previously included in the U.S. Holder’s gross income). Conversely, a U.S. Holder generally recognizes a deductible loss to the extent any accrued interest claimed or accrued OID was previously included in its gross income and is not paid in full. However, the IRS has privately ruled that a holder of a “security” of a corporate issuer, in an otherwise tax-free exchange, could not claim a current loss with respect to any accrued unpaid OID. Accordingly, it is also unclear whether, by analogy, a U.S. Holder of a Claim that does not constitute a “security” would be required to recognize a capital loss, rather than an ordinary loss, with respect to previously included OID that is not paid in full.

The Plan provides that to the extent that any Allowed Claim entitled to a distribution under the Plan is comprised of indebtedness and accrued but unpaid interest thereon, such distribution is to be allocated first to the principal amount (as determined for U.S. federal income tax purposes) of the Claim and then to accrued but unpaid interest. *See* Section 6.12 of the Plan. There is no assurance that the IRS will respect such allocation for U.S. federal income tax purposes. U.S. Holders of Allowed Claims are urged to consult their own tax advisor regarding the allocation of consideration received under the Plan, as well as the deductibility of accrued but unpaid interest (including OID) and the character of any loss claimed with respect to accrued but unpaid interest (including OID) previously included in gross income for U.S. federal income tax purposes.

4. Character of Gain or Loss

When gain or loss is recognized by a U.S. Holder, the character of such gain or loss as long-term or short-term capital gain or loss or as ordinary income or loss is determined by a number of factors, including the tax status of the holder, whether the Claim constitutes a capital asset in the hands of the holder and how long it has been held, whether the Claim was acquired at a market discount, and whether and to what extent the holder previously claimed a bad debt deduction.

A U.S. Holder that purchased its Claims from a prior holder at a “market discount” (relative to the principal amount of the Claims at the time of acquisition) may be subject to the market discount rules of the Tax Code. A U.S. Holder that purchased its Claim from a prior holder is generally considered to have purchased such Claim with “market discount” if the holder’s adjusted tax basis in its Claim is less than (i) its stated principal amount or (ii) in the case of a debt instrument issued with OID, its revised issue price (generally, the aggregate amount of OID accrued on a holder’s debt instrument prior to such holder’s acquisition of the debt instrument), in each case, by at least a statutorily defined *de minimis* amount. Under these rules, any gain recognized on the exchange of Claims (other than in respect of a Claim for accrued but unpaid interest) generally is treated as ordinary income to the extent of the market discount accrued (on a straight line basis or, at the election of the holder, on a constant yield basis) during the holder’s period of ownership, unless the holder elected to include the market discount in income as it accrued.

Information Reporting and Backup Withholding

All distributions to holders of Allowed Claims under the Plan are subject to any applicable tax withholding.

Under U.S. federal income tax law, interest, dividends, and other reportable payments may, under certain circumstances, be subject to “backup withholding” at the then applicable withholding rate (currently at a rate of 24%). Backup withholding generally applies if the U.S. Holder (a) fails to furnish its social security number or other taxpayer identification number, (b) furnishes an incorrect taxpayer identification number, (c) fails to properly report interest or dividends, or (d) under certain circumstances, fails to provide a certified statement, signed under penalty of perjury, that the tax identification number provided is its correct number and that it is not subject to backup withholding. Backup withholding is not an additional tax but merely an advance payment, which may be refunded to the extent it results in an overpayment of tax. Certain persons are exempt from backup withholding, including, in certain circumstances, corporations and financial institutions. Holders are urged to consult their own tax advisors regarding the potential application of U.S. withholding taxes to the transactions contemplated under the Plan and whether any distributions to them would be subject to withholding.

Treasury regulations generally require disclosure by a taxpayer on its U.S. federal income tax return of certain types of transactions in which the taxpayer participated, including, among other types of transactions, certain transactions that result in the taxpayer’s claiming a loss in excess of certain thresholds. Holders are urged to consult their tax advisors regarding these Treasury regulations and whether the contemplated transactions under the Plan would be subject to these Treasury regulations and require disclosure on your tax return.

THE FOREGOING SUMMARY HAS BEEN PROVIDED FOR INFORMATIONAL PURPOSE ONLY. ALL U.S. HOLDERS OF CLAIMS AND INTERESTS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS CONCERNING THE FEDERAL, STATE, LOCAL AND OTHER TAX CONSEQUENCES APPLICABLE UNDER THE PLAN.

VIII.
CERTAIN RISK FACTORS TO BE CONSIDERED

Before voting to accept or reject the Plan, holders of Claims should read and carefully consider the risk factors set forth below, in addition to the information set forth in the Disclosure Statement together with any attachments, exhibits, or documents incorporated by reference hereto.

THIS SECTION PROVIDES INFORMATION REGARDING POTENTIAL RISKS IN CONNECTION WITH THE PLAN. THE FACTORS BELOW SHOULD NOT BE REGARDED AS THE ONLY RISKS ASSOCIATED WITH THE PLAN OR ITS IMPLEMENTATION. NEW FACTORS, RISKS, AND UNCERTAINTIES EMERGE FROM TIME TO TIME AND IT IS NOT POSSIBLE TO PREDICT ALL SUCH FACTORS, RISKS, AND UNCERTAINTIES.

Certain Bankruptcy Law Considerations

1. General

Although the Debtors believe that the Chapter 11 Cases will be of short duration and will not be materially disruptive to their businesses, the Debtors cannot be certain that this will be the case. Although the Plan is designed to minimize the length of the Chapter 11 Cases, it is impossible to predict with certainty the amount of time that one or more of the Debtors may spend in bankruptcy or to assure parties in interest that the Plan will be confirmed. Even if confirmed on a timely basis, bankruptcy cases to confirm the Plan could have an adverse effect on the Debtors' business. Among other things, it is possible that bankruptcy proceedings could adversely affect the Debtors' relationships with their key customers and employees. The cases will also involve additional expense and may divert some of the attention of the Debtors' management away from business operations.

2. Risk of Non-Confirmation of the Plan

Although the Debtors believe that the Plan will satisfy all requirements necessary for confirmation by the Bankruptcy Court, there can be no assurance that the Bankruptcy Court will reach the same conclusion or that modifications to the Plan will not be required for confirmation or that such modifications would not necessitate re-solicitation of votes. Moreover, the Debtors can make no assurances that they will receive the requisite votes for acceptance to confirm the Plan. Even if all holders of a Claim entitled to vote in favor of the Plan ("**Eligible Holders**") vote in favor of the Plan or the requirements for "cramdown" are met with respect to any Class that rejected the Plan, the Bankruptcy Court could decline to confirm the Plan if it finds that any of the statutory requirements for confirmation are not met. If the Plan is not confirmed, it is unclear what distributions holders of Claims or Interests ultimately would receive with respect to their Claims or Interests in a subsequent plan of reorganization.

3. Risk of Non-Occurrence of the Effective Date

Although the Debtors believe that the Effective Date will occur soon after the Confirmation Date, there can be no assurance as to the timing of the Effective Date. If the conditions precedent to the Effective Date set forth in the Plan have not occurred or have not been waived as set forth in Article IX of the Plan, then the Confirmation Order may be vacated, in which event no distributions would be made under the Plan, the Debtors and all holders of Claims or Interests would be restored to the status quo as of the day immediately preceding the Confirmation Date, and the Debtors' obligations with respect to Claims and Interests would remain unchanged.

4. Alternative Transactions

If no chapter 11 plan can be confirmed, or if the Bankruptcy Court otherwise finds that it would be in the best interest of holders of Claims and Interests, the Debtors thereafter will consider all available restructuring alternatives, including filing an alternative chapter 11 plan of reorganization, commencing 363 sales of the Debtors' assets or converting to cases under chapter 7 of the Bankruptcy Code, pursuant to which a trustee would be appointed or elected to liquidate the Debtors' assets for distribution in accordance with the priorities established by the Bankruptcy Code. See the Valuation Analysis attached hereto as **Exhibit F**, as well as the Liquidation Analysis attached hereto as **Exhibit D**, for a discussion of the effects that a chapter 7 liquidation would have on the recoveries of holders of Claims and Interests. The terms of any alternative restructuring proposal may be less favorable to holders of Claims and Interests against the Debtors than the terms of the Plan as described in this Disclosure Statement.

5. Risks Related to Possible Objections to the Plan

There is a risk that certain parties could oppose and object to either the entirety of the Plan or specific provisions of the Plan. Although the Debtors believe that the Plan complies with all relevant Bankruptcy Code provisions, there can be no guarantee that a party in interest will not file an objection to the Plan or that the Bankruptcy Court will not sustain such an objection.

6. Parties in Interest May Object to the Plan's Classification of Claims and Interests

Section 1122 of the Bankruptcy Code provides that a plan may place a claim or an interest in a particular class only if such claim or interest is substantially similar to the other claims or interests in such class. The Debtors believe that the classification of Claims and Interests under the Plan complies with the requirements set forth in the Bankruptcy Code because the Debtors created Classes of Claims and Interests, each encompassing Claims or Interests, as applicable, that are substantially similar to the other Claims or Interests, as applicable, in each such Class. Nevertheless, there can be no assurance that the Bankruptcy Court will reach the same conclusion.

7. Releases, Injunctions, and Exculpation Provisions May Not be Approved

Article X.6 of the Plan provides for certain releases, injunctions, and exculpations, for Claims and Causes of Action that may otherwise be asserted against the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties, as applicable. The releases, injunctions, and

exculpations provided in the Plan, and annexed hereto as **Exhibit G**, are subject to objection by parties in interest and may not be approved. If the releases and exculpations are not approved, certain parties may not be considered Releasing Parties, Released Parties, or Exculpated Parties, and certain Released Parties or Exculpated Parties may withdraw their support for the Plan.

In addition, a condition to the Effective Date of the Plan is a release of claims and liens against the SFA Loan Parties, including against Ultisat Inc. and its subsidiaries (the “**Government Business SFA Loan Parties**”), either through the Plan, or valid action under the SFA, or an order of the Bankruptcy Court. If the Debtors are unable to secure the release of liens against the non-Debtor SFA Loan Parties pursuant to the Plan, by valid action under the SFA, or by order of the Bankruptcy Court, the Debtors may request that the Government Business SFA Loan Parties file for chapter 11. Such parties are governed by the independent Proxy Board that has the sole authority to determine whether such entities would file for chapter 11. As of the date hereof, the Government Business SFA Loan Parties have not agreed to such a filing.

Additional Factors Affecting the Value of Reorganized Debtors

8. Claims Could Be More than Projected

There can be no assurance that the estimated Allowed amount of Claims in certain Classes will not be significantly more than projected, which in turn, could cause the value of distributions to be reduced substantially. Inevitably, some assumptions will not materialize, and unanticipated events and circumstances may affect the ultimate results. Therefore, the actual amount of Allowed Claims may vary materially from the Debtors’ projections and feasibility analysis. Since the Petition Date, the Debtors have sought to negotiate with suppliers, vendors, and other significant contract counterparties, including Inmarsat, to proactively reduce exit costs, discuss the future of their relationship with the Debtors, and address outstanding prepetition claims. Although the Debtors believe they will be able to negotiate consensual agreements with various counterparties, including with Inmarsat, who has asserted approximately \$112.3 million in prepetition claims against the Debtors consisting of \$25.5 million in contractual amounts and \$86.8 million in rejection and other damages, a resolution of and agreed reduction of such prepetition claim amounts cannot be guaranteed. The Debtors are currently negotiating with Inmarsat regarding a transaction that could result in, among other things, the sale of certain assets by the Debtors to Inmarsat and waiver of Inmarsat’s claims against the Debtors. The Debtors currently expect to conclude such negotiations and finalize an agreement with Inmarsat by the end of October 2020, however, the Debtors can provide no assurance that such agreement will be reached. To the extent an agreement with Inmarsat is not reached, the Company will seek to reject all contracts associated with Inmarsat and transition, to the best of Speedcast’s ability, all impacted customers to alternate providers in order to facilitate continuation of services. In the absence of an agreement, any and all prepetition claims, rejection and other damage claims associated with Inmarsat are expected to be included in Class 4B under the Plan.

9. Projections and Other Forward-Looking Statements Are Not Assured, and Actual Results May Vary

Certain of the information contained in the Disclosure Statement is, by nature, forward-looking, and contains (i) estimates and assumptions which might ultimately prove to be incorrect and (ii)

projections which may be materially different from actual future experiences. There are uncertainties associated with any projections and estimates, and they should not be considered assurances or guarantees of the amount of funds or the amount of Claims in the various Classes that might be allowed.

10. Summary of Risks Associated with the Debtors' Business and Industry

The risks associated with the Debtors' business and industry (certain of which are described in the Debtors' ASIC filings) include, but are not limited to, the following:

- financial targets impacted by continued decline in bandwidth pricing;
- changes in macroeconomic conditions;
- changes in the competitive landscape brought on by continued consolidation in the satellite service industry and entry of non-traditional global conglomerates into the satellite sector;
- competition from a range of new communication services and new technologies;
- geopolitical and strategic risks;
- the loss, or inability to attract, key personnel;
- the Company's ability to effectively and timely integrate its historical acquisitions;
- the Debtors' ability to comply with the covenants in various financing documents, including making principal and interest payments or to obtain any necessary consents, waivers or forbearances thereunder;
- the Debtors' ability to generate sufficient cash flow to meet their debt obligations and commitments;
- the Debtors' ability to borrow under existing debt agreements to fund their operations;
- credit and performance risk of the Debtors' lenders, trading counterparties, customers, vendors, suppliers and third party operators; and
- the uncertainties associated with governmental budgets, shutdowns, global operations, and regulations, including any potential changes in foreign, federal, and state tax laws and regulations.

11. DIP Refinancing Facility

The DIP Refinancing Facility, along with the use of cash on hand (cash collateral), is intended to provide liquidity to the Debtors during the pendency of the Chapter 11 Cases. If the Chapter 11 Cases take longer than expected to conclude, the Debtors may exhaust or lose access to their financing. There is no assurance that the Debtors will be able to obtain additional financing from

the Debtors' existing lenders or otherwise. In either such case, the liquidity necessary for the orderly functioning of the Debtors' business may be materially impaired.

12. Post-Effective Date Indebtedness

Following the Effective Date, the Reorganized Debtors may have outstanding secured indebtedness. The Reorganized Debtors' ability to service their debt obligations will depend on, among other things, their future operating performance, which depends partly on economic, financial, competitive, and other factors beyond the Reorganized Debtors' control. The Reorganized Debtors may not be able to generate sufficient cash from operations to meet their debt service obligations as well as fund necessary capital expenditures and investments in sales and marketing. In addition, if the Reorganized Debtors need to refinance their debt, obtain additional financing, or sell assets or equity, they may not be able to do so on commercially reasonable terms, if at all.

13. COVID-19

The recent COVID-19 pandemic has had a dramatic impact on all players in the global marketplace and is expected to continue to adversely affect the Debtors' operations. The Debtors have experienced and expect to continue to experience unpredictable reductions in demand for certain of their products and services. In particular, should the cruise industry fail to recover, the Maritime Business may experience further difficulties. In addition, COVID-19 has led (and may continue to lead) to customer inability and/or delayed ability to pay invoices as and when they become due. This has impacted some of the major customers of the Company.

14. Corporate IT Network Matter

In July 2020, Speedcast identified a limited exposure security incident affecting some of its internal corporate servers, which has since been fully addressed. In following industry standard best practices, Speedcast proactively disconnected some internal systems for a brief period, which prevented the Debtors from providing complete reports on financials until all backlogged information was completely processed. Throughout this period, there was no impact to the Speedcast's production network, used to manage global satellite services, because the systems are purposefully segmented to ensure complete separation of services.

15. Risks Related to Foreign Customers and Creditors

Certain of the Debtors' customers may not be subject to the jurisdiction of U.S. courts and may attempt to terminate their contracts with the Debtors or take actions against the Debtors' assets in contravention of U.S. bankruptcy law or orders of the Bankruptcy Court. Any such termination or renegotiation of contracts and unfavorable costs increases or loss of revenue could have a material adverse impact on the Debtors' financial condition and results of operations.

16. Risks Related to the Debtors' Transformation Plan and Initiatives

The Debtors' transformation plan and other strategic priorities may not be executed as planned, be delayed, or result in lower financial and technical benefits than expected. A delay in implementation could result in the decrease of both staff and customers, and/or contractual credits,

system outages, and/or other financial losses with respect to the customer base. Additionally, implementation of the transformation plan may result in headcount reductions in the short term prior to stabilization of the business, and higher than expected costs.

17. Reputational Risk

The Company relies on its reputation to maintain ongoing commercial relationships with customers, suppliers and employees. The Company's business plan forecasts rely on the Company achieving sufficiently favorable outcomes post negotiation with key suppliers and customers.

18. Financial Systems

The current financial systems and manual processes may impact the accuracy of business plan analysis regarding both historical and forecast financial performance.

19. Energy Market Risk

Larger than expected energy market dislocation or delay in recovery may impact revenues for the Energy Business.

20. Unplanned Outages

Unplanned outages due to satellite failures, equipment failure due to underinvestment in maintenance, or disputes with suppliers may cause prolonged service interruptions or outages impacting the Company's relationship with customers.

21. Margin Erosion

The Company may face difficulty in maintaining margins in certain markets with a declining price and increasing volume environment.

22. Disintermediation by Satellite Operators

Certain satellite operators may seek, or are seeking, to vertically integrate and compete for existing customers of the Company. This may further be impacted by the dynamics among the various satellite operators providing broadband to the Company, the co-location of the Company's ground systems in a large proportion of its markets with those of Intelsat, and the competition among the various broadband services providers.

23. ESG Impact

Increased environmental regulations may cause a further than anticipated decline in the Energy Business.

24. Technology Evolution

The Company may face additional costs transitioning into new networks and technologies in order to continue to provide a relevant and competitive service to its customers. In addition, in order to transition to different spectrum bands and optimize reliance on different bandwidth providers,

costly earth station repointing and/or changes to equipment would be required to be compatible with different (and/or new) satellite broadband offerings. Accelerated virtualization of ground equipment may cause technical issues or bring forward planned upgrades. Additional investment may be required for the Company to deliver value-add applications and services for customers.

25. Failure to Realize Anticipated Synergies

The Company has acquired several different businesses over recent years and it may fail to realize the anticipated synergies resulting from such acquisitions, incur significant costs associated with integration of acquired businesses and/or experience adverse operational consequences as a result of failing to effectively integrate those businesses.

The Company has experienced rapid growth through acquisitions over previous years that has placed, and may continue to place, significant demands on management, information reporting resources, and financial and internal controls systems. The associated risks include incurring debt and liabilities, suffering a loss relating to an acquisition, experiencing decreased operational effectiveness as a result of inadequate integration, legal restrictions, failure to achieve expected synergies, customers and key employees not being retained after completion of an acquisition, and unusual or onerous terms in customer contracts.

26. Significant Market Competition

The Company faces significant and dynamic competition within the markets in which it operates, which could have a material adverse effect on the Company's business and financial position and could prevent it from realizing its strategic and financial objectives.

The Company is subject to vigorous competition within the satellite services industry based on factors including price, service, quality, performance standards and the ability to provide customers with an appropriate range of reliable and tailored services in a timely manner.

Competition in certain of the markets in which the Company operates is increased by low barriers to entry for new entrants to the market. The Company's EEM Business division operates in a market with particularly low barriers to entry and greatest displacement risk. This is because the division involves a greater proportion of contracts which provide simple and less critical fixed connectivity solutions (rather than more complex mobility network solutions) with more limited technical support needs. Such low barriers to entry may allow new competitors to offer competing services to the Company's customers at prices which are lower than those offered by the Company, which may mean that the Company is unable to grow or maintain its market share.

The competitive tension in the markets in which the Company operates requires constant investment in new and existing customers and technologies. If the Company does not invest enough resources in new and existing customers and technologies or if such investments do not yield expected results then the Company's competitors may displace the Company in some or all of its markets, which may result in a reduction in revenue in such markets.

The Company has a range of both global and local competitors, some of which may be better able to withstand downturns in the market or to expand into new and developing markets than the Company.

The Company's growth plans may be impacted by difficulties in effectively competing against global and domestic competitors, which could adversely affect its future financial performance and position.

27. Rapid Changes in Technology

The Company faces significant and dynamic competition from a range of communication services and new technologies, which may be or become more attractive to the Company's existing and potential customers than the technology and services offered by the Company.

The satellite services industry is characterized by rapid changes in technology, new evolving standards and frequent new product and service introductions. Further, satellite services compete with a number of different modes of transmission, including fiber optic, Wi-Fi, WiMAX, 4G and 5G networks. The Company may not be able to successfully respond to the new technological developments and challenges or identify and respond to new market opportunities, services or products offered by its competitors. In addition, the Company's efforts to respond to technological innovation may require significant capital investments and resources. Failure to keep up with future technological changes could harm the Company's business and financial position.

The acceleration of global investment in land-based communications infrastructure such as fiber-optic cables, Wi-Fi, 4G and 5G networks may significantly increase their geographic reach, speed, and cost. In most circumstances, land-based communications infrastructure and services will be less expensive than satellite communications infrastructure and services and therefore as competing networks expand, satellite communications' competitive advantage in providing connectivity to land-based users outside established networks is reduced. Any such significant advances in land-based communications infrastructure may cause certain land-based customers who currently use satellite communications infrastructure to switch to alternative land-based communications infrastructure which may reduce demand for the Company's products and services. In addition, the number of potential new land-based customers who require satellite communications infrastructure may be reduced by an increased reliance on more efficient and cost-effective land-based communications infrastructure which may reduce growth or size of the markets in which the Company operates, which may adversely affect the Company's revenues and business.

The expected deployment of low-earth orbit ("LEO") constellations over the next few years may represent a risk to elements of the Company's business. LEO satellites, if effectively deployed, will result in a significant increase in satellite bandwidth capacity, placing downward pressure on bandwidth prices, which may reduce the Company's profitability. LEO satellites will also have considerably lower latency than existing satellite constellations, making them a potentially more attractive option for many of the Company's customers, especially in the cruise and commercial maritime sectors.

Additionally, high throughput satellites have been developed and deployed that can provide capacity often at a fraction of the cost of existing geostationary constellations. If the Company's existing technological platforms cannot be used on these high throughput satellites, other value added service providers (or the operators themselves) may be able to offer more competitive pricing and/or technology offerings than those of the Company.

As an independent services provider, the Company may mitigate some of the risks created by the deployment of LEO constellations and/or high throughput satellite providers by partnering with LEO and/or high throughput satellite providers and integrating LEO and/or the high throughput services into the Company's product catalogue. However, the Company may face increased competition by these operators selling services directly to end users.

28. Consolidation of the Satellite Services Industry

Consolidation within the satellite services industry could change the competitive landscape in which the Company operates and reduce the Company's ability to compete, which could have a material adverse effect on the Company's business and financial position and could prevent it from realizing its strategic and financial objectives.

The satellite services industry continues to experience consolidation and vertical integration. Certain of the Company's distributors have been acquired by competitors and the Company anticipates that other distributors of its services may be acquired by competitors in the future. This could adversely affect the Company's business operations and financial performance by reducing demand for its services from distributors and re-sellers. This risk is increased by the expected entry into the satellite services market of LEO operators over the next 5 years. If the Company fails to respond to the changing competitive landscape it may lose important channels to end-users and face increased competition, which could lead to deterioration in the Company's financial position and performance.

29. Geopolitical and Economic Shifts

The Company may be adversely affected by changes in the macroeconomic environment and/or geopolitical events, the effects of which are difficult to predict and any combination of one or other of the above may have a material adverse effect on the Company's business and financial position. The Company provides products and services to customers in several different countries around the globe and so will be affected by any slowdown in global economic growth, which may reduce customer demand in general (due to reduced investment and expenditure appetite) and in specific ways. A slowdown in global economic growth, whether as a result of the global and Chinese response to COVID-19, the ongoing 'trade war' between China and the United States, and/or other factors may reduce global demand for the Company's products and services, for example as a result of a reduction in trade and shipping traffic which relied on the Company's services. Another example of the potential adverse impact of macroeconomic factors on the Company is the impact on the Company's Energy Business of the continued weakness in global oil prices. Further macroeconomic shifts may occur and may adversely impact the Company's financial performance.

As a consequence of the geographic areas that the Company operates in, the Company is also exposed to geopolitical and strategic risks. These risks have increased as the Company has grown larger and moved into new markets. The risks include disruption as a result of war, civil unrest, security issues and government intervention. These risks exist predominantly in the Middle East, Russia and certain parts of Latin America, Africa and Asia. For example, a government in a particular territory may seek to prohibit foreign companies such as the Company from operating in its jurisdiction and/or it may seek to requisition the Company's equipment. The Company may also be negatively impacted by political decisions or disruptions, a risk that is heightened as the

Company operates in some higher risk territories around the world. It may be difficult for the Company to enforce its rights against customers or business partners located in certain jurisdictions if the Company ever needs to pursue legal remedies against them.

The Company may also be adversely affected by any shifts in policy adopted by the U.S. government and/or the U.S. Department of Defense. In particular, any significant demobilization of U.S. troop deployments in the Middle East and elsewhere which rely on the Company's services may reduce demand. In addition, because Speedcast is not a U.S. person, its subsidiary UltiSat relies on the Proxy Board to enter into contracts with the U.S. Department of Defense that contain certain classified information. The Company exercises its rights under the Proxy Agreement to make suggestions on the running of UltiSat and while these suggestions are non-binding, the Proxy Board must act in good faith, as reasonably prudent persons, to protect the legitimate economic interests of the Company. These activities are all performed within the confines of the Proxy Agreement such that UltiSat operates its business within the requirements necessary to protect the U.S. national security interest. The requirements of the NISP may be changed in such a way as to prohibit or restrict the ability of a company such as UltiSat that is under a proxy-board arrangement from providing certain services to the U.S. Department of Defense in the future.

30. Legal Proceedings

Certain Debtors are named as defendants from time to time in routine litigation proceedings. In management's view, claims made in connection with the legal proceedings will be allowed in an amount that is less than the claimed amount, and the outcome of these proceedings will not have a material adverse effect on the Debtors' financial position, results of operations, or cash flows. The Debtors, however, cannot predict with certainty the outcome or effect of pending or threatened litigation or legal proceedings, and the eventual outcome could materially differ from their current estimates. While Speedcast's Board of Directors are not aware of any current litigation, pending or threatened litigation or other legal proceedings, which may have a material and adverse effect on Speedcast, there may be in the future certain litigation that could result in a material judgment against the Company or the Reorganized Debtors. Such litigation, and any judgment in connection therewith, could have a material negative effect on the Company or the Reorganized Debtors.

31. Integration of New Personnel and Loss of Key Personnel

The Company has recently experienced a number of key personnel changes. The integration of new personnel or the loss of key personnel could have a material adverse effect on the Company's business and financial position.

Speedcast's Board of Directors and senior management have substantial experience and expertise in the Company's business but there can be no guarantee that the recent changes to management will be successful. Any further changes to the Board of Directors and/or senior management could have a material adverse effect on the Company's business and financial position and the unexpected loss of services of one or more members of senior management could also have a material adverse effect on the Company's business and financial position.

There is also significant competition for strong candidates with experience in the satellite services industry, and this competition is expected to increase. If the Company is unable to recruit

appropriately qualified and experienced key personnel in the future it could have a material adverse effect on the Company's business and financial position.

32. Disruption or Failure of Business Operations

The Company's business operations and ability to deliver products and services to customers may be subject to disruption or failure, which may arise as a result of a wide range of scenarios, including as a result of malicious actions executed by hackers. The satellite communication technology utilized by the Company is highly complex and subject to considerable risks of operating orbital satellites. These risks include satellite malfunctions, commonly referred to as anomalies, which can manifest themselves in scale from minor reductions of equipment redundancy to marginal reductions in capacity to complete satellite failure. While the Company works with multiple satellite operators, and is often able to ensure continuity of service during anomalies, any single anomaly or series of anomalies could materially and adversely affect the Company's operations, revenues, and relationships with current customers during a potential migration of services from one satellite to another and may affect the Company's ability to attract new customers. While the Company generally excludes liability for satellite anomalies under its customer contracts, and covers others risks through insurance policies certain other risks are not or may not be covered.

The Company is also exposed to the risks posed by extreme weather in its areas of operation in addition to the inherent risks of relying on satellites which operate in the distant and unpredictable conditions in space. The frequency and severity of extreme weather events may increase in future months and years, and such extreme weather may adversely affect the Company's ability to provide products and services. Extreme weather events could damage or destroy ground stations, resulting in a disruption of service to the Company's customers. The Company has failover and business continuity plans in the event of such events, as well as the technology to help safeguard antennas and protect ground stations during natural disasters such as a hurricane, but the collateral effects of disasters such as flooding may impair the functioning of the Company's ground equipment. If a future natural disaster impairs or destroys any ground facilities, Company may be unable to provide service to customers in the affected area for a period of time and may incur an impairment charge lowering the Company's operating income. Other extreme weather events, such as a fire, also pose a risk to the functioning of the Company's business.

The Company's business operations and ability to deliver products and services to customers may also be adversely affected by equipment and labor shortages, equipment failure, deliverability difficulties, environmental impacts, increases in operating cost structures, community or industrial actions, natural disasters, interruptions to the supply of power, or other circumstances which may result in the delay, suspension or termination of the Company's operations, and may result in a material adverse effect on the Company's business and financial position.

Any such service interruption suffered by the Company could damage its business reputation and affect its profitability. If a service interruption was prolonged, the Company could lose key customer contracts and may be unable to win new contracts, which would adversely affect its financial position. Operational or business delays, and damage to reputation, may result from any disruption failure or corruption of the Company's information systems and the systems of its

providers and customers. This could lead to operational and business delays and damage to the Company's reputation and could affect its business and financial position.

33. Disruption or Failure of Technology Systems

There is a risk that the Company may become the subject of a system failure, virus, or other negative event which could compromise the technology rendering the Company's services unavailable for a period of time or result in the loss, theft or corruption of sensitive data. The effect of any such event could extend to reputational damage, regulatory scrutiny, claims from affected clients and their customers and fines. Such circumstances could negatively impact upon the Company's business, financial performance and operations.

34. Global Reduction in Bandwidth Costs

The Company's financial targets may be compromised by the ongoing decline in bandwidth costs globally. This decline has been caused by a variety of factors including global oversupply of bandwidth and increased competition and low barriers to entry to certain markets, primarily with aviation players coming into the maritime sector. This price erosion may be exacerbated by the current high throughput satellite systems and anticipated launch of LEO constellations over the next few years. This price erosion may also lead to increased competition across the Company's business, as satellite operators may move into end-customer service provision (in part to offset the impact of price erosion). These reductions may impact the Company's future financial performance.

35. Compliance with Regulatory and Licensing Requirements

Changes to, or failure to comply with, the regulatory and licensing requirements to which the Company is subject could materially adversely affect the Company's business and financial position.

The provision of telecommunications services is highly regulated in most of the countries in which the Company operates. The Company is required to obtain approvals from national and local authorities in connection with many of the services that it provides. Obtaining and maintaining these approvals can involve significant time and expense. If the Company cannot obtain or is delayed in obtaining the required regulatory approvals, it may not be able to provide these services to customers or expand its service offerings. In addition, the laws and regulations to which the Company is subject could change at any time, thus making it more difficult for the Company to obtain new regulatory approvals or causing existing approvals to be revoked or adversely modified. Because the regulatory schemes vary by jurisdiction, the Company may also be subject to regulations of which it is not presently aware and could be subject to sanctions by a foreign government that could materially and adversely affect operations in that jurisdiction. If the Company cannot comply with the laws and regulations that apply to it then it could lose revenue from services provided to the countries and territories covered by these laws and regulations and be subject to criminal or civil sanctions. It could also face enforcement action which could result in, among other things, the imposition of fines, the cancellation of licenses or imposition of additional license terms and conditions, or the refusal to grant regulatory authority or permission necessary for the future provision of services.

36. Unanticipated Tax Liabilities

The Company may become subject to unanticipated tax liabilities that may have a material adverse effect on its business and financial position. Future changes in taxation laws in the jurisdictions in which the Company operates, including changes in interpretation or application of existing laws by the courts or taxation authorities in those jurisdictions, may affect taxation treatment of the Speedcast's shares or the holding or disposal of those securities.

37. Currency Risk

The Company is exposed to fluctuations in the value of foreign currencies. Speedcast's financial reports are presented in U.S. dollars. However, a substantial proportion of the Company's sales revenue, expenditures and cash flows are generated in various other currencies, including euro. Foreign exchange risk arises from those transactions denominated in a currency other than the functional currency of the entity entering into the transaction. Foreign currency risk also arises from assets and liabilities denominated in currencies other than the functional currency of the Company's entities to which they relate. The Company's most significant foreign currency exposures are in relation to Australian dollar ("AUD"), euro ("EUR") and pounds Sterling ("GBP"). Any adverse exchange rate fluctuations or volatility in the currencies in which the Company generates its revenues and cash flows, and incurs its costs, would have an adverse effect on the Company's future financial performance and position.

38. Downturn in the Cruise Industry

The Company currently derives 18% of its revenue from the cruise industry. While there is a general upward trend in annual passenger numbers on the cruise industry, the spread of COVID-19 is likely to adversely affect the cruise industry due to actual or perceived risk of the virus spreading between passengers on cruise ships. This could significantly reduce passenger numbers in the near term and have a material adverse effect on the cruise industry. Any significant reduction in cruise passenger numbers could reduce demand for the Company's maritime products and services and/or could lead to the renegotiation of terms with cruise customers on terms which are less advantageous to the Company than existing terms.

Factors Relating to Securities to Be Issued under Plan**39. Market for Securities**

There is currently no market for the New Equity Interests, and there can be no assurance as to the development or liquidity of any market for any such securities.

The Reorganized Debtors are under no obligation to list the New Equity Interests on any national securities exchange or over-the-counter market. Therefore, there can be no assurance that any of the foregoing securities will be tradable or liquid at any time after the Effective Date. If a trading market does not develop or is not maintained, holders of the foregoing securities may experience difficulty in reselling such securities or may be unable to sell them at all. Even if such a market were to exist, such securities could trade at prices higher or lower than the estimated value set forth in the Disclosure Statement depending upon many factors including prevailing interest rates, markets for similar securities, industry conditions, and the performance of, and investor

expectations for the Reorganized Debtors. Accordingly, holders of these securities may bear certain risks associated with holding securities for an indefinite period of time.

40. Potential Dilution

The ownership percentage represented by the New Equity Interests distributed on the Effective Date under the Plan will be subject to dilution from the equity issued in connection with the Management Incentive Plan, any other shares that may be issued in connection with the Plan or post-emergence, and the conversion of any options, warrants, convertible securities, exercisable securities, or other securities that may be issued post-emergence.

41. New Speedcast Parent is Expected to be a Holding Company

New Speedcast Parent will be formed on or prior to the Effective Date and is expected to be a holding company with no business operations of its own or material assets other than the stock of its subsidiaries. Therefore, New Speedcast Parent will be dependent upon the earnings and cash flows from its subsidiaries, if and only to the extent available, in the form of dividends and other payments or distributions, to meet its debt service and related obligations. Contractual provisions or laws, as well as its subsidiaries' financial conditions and operating results, may limit New Speedcast Parent's ability to obtain, from such subsidiaries, the cash required to meet such debt service or related obligations. Applicable tax laws may also subject such payments to further taxation. The inability to obtain cash from its subsidiaries may limit New Speedcast Parent's ability to meet its debt service and related obligations even though there may be sufficient resources on a consolidated basis to satisfy such obligations.

42. New Equity Interests Subordinated to Reorganized Debtors' Indebtedness

In any subsequent liquidation, dissolution, or winding up of the Reorganized Debtors, the New Equity Interests would rank below all debt claims against the Reorganized Debtors. As a result, holders of the New Equity Interests will not be entitled to receive any payment or other distribution of assets upon the liquidation, dissolution, or winding up of the Reorganized Debtors until after all the Reorganized Debtors' obligations to their debt holders have been satisfied.

43. Implied Valuation of New Equity Interests Not Intended to Represent Trading Value of New Equity Interests

The valuation of the Reorganized Debtors is not intended to represent the trading value of New Equity Interests in public or private markets and is subject to additional uncertainties and contingencies, all of which are difficult to predict. Actual market prices of such securities at issuance will depend upon, among other things: (i) prevailing interest rates; (ii) conditions in the financial markets; (iii) the anticipated initial securities holdings of prepetition creditors, some of whom may prefer to liquidate their investment rather than hold it on a long-term basis; and (iv) other factors that generally influence the prices of securities. The actual market price of the New Equity Interests may be volatile. Many factors, including factors unrelated to the Reorganized Debtors' actual operating performance and other factors not possible to predict, could cause the market price of the New Equity Interests to rise and fall. Accordingly, the implied value, stated herein and in the Plan, of the securities to be issued does not necessarily reflect, and should

not be construed as reflecting, values that will be attained for the New Equity Interests in the public or private markets.

44. No Intention to Pay Dividends

New Speedcast Parent may not pay any dividends on the New Equity Interests and may instead retain any future cash flows for debt reduction and to support its operations. As a result, the success of an investment in the New Equity Interests may depend entirely upon any future appreciation in the value of the New Equity Interests. There is, however, no guarantee that the New Equity Interests will appreciate in value or even maintain their initial value.

45. Significant Holders

The Successful Plan Sponsor is expected to acquire all of the New Equity Interests pursuant to the Plan and the ECA. Such holders, if their decisions are aligned, would be in a position to control the outcome of all actions requiring stockholder approval, including the election of directors, without the approval of other stockholders. This concentration of ownership could also facilitate or hinder a negotiated change of control of the Reorganized Debtors and, consequently, have an impact upon the value of the New Equity Interests.

46. New Equity Interests May Be Subject to Further Dilution

The New Equity Interests to be issued on the Effective Date are subject to dilution from (i) New Equity Interests issued pursuant to the Management Incentive Plan, and (ii) other New Equity Interests issued by the Reorganized Debtors after the Effective Date. The Reorganized Debtors may issue equity securities in connection with future investments, acquisitions, or capital raising transactions. Such issuances or grants could constitute a significant portion of the then-outstanding common stock, which may result in a dilution in ownership of common stock, including shares of New Equity Interests issued pursuant to the Plan.

Additional Factors

47. Debtors Could Withdraw Plan

The Plan may be revoked or withdrawn prior to the Confirmation Date by the Debtors.

48. Debtors Have No Duty to Update

The statements contained in the Disclosure Statement are made by the Debtors as of the date hereof, unless otherwise specified herein, and the delivery of the Disclosure Statement after that date does not imply that there has been no change in the information set forth herein since that date. The Debtors have no duty to update the Disclosure Statement unless otherwise ordered to do so by the Bankruptcy Court.

49. No Representations Outside the Disclosure Statement Are Authorized

No representations concerning or related to the Debtors, the Chapter 11 Cases, or the Plan are authorized by the Bankruptcy Court or the Bankruptcy Code, other than as set forth in the Disclosure Statement.

Any representations or inducements made to secure your vote for acceptance or rejection of the Plan that are other than those contained in, or included with, the Disclosure Statement should not be relied upon in making the decision to vote to accept or reject the Plan.

50. No Legal or Tax Advice Is Provided by the Disclosure Statement

The contents of the Disclosure Statement should not be construed as legal, business, or tax advice. Each holder of a Claim or Interest should consult their own legal counsel and accountant as to legal, tax, and other matters concerning their Claim or Interest.

The Disclosure Statement is not legal advice to you. The Disclosure Statement may not be relied upon for any purpose other than to determine how to vote on the Plan or object to confirmation of the Plan.

51. No Admission Made

Nothing contained herein or in the Plan will constitute an admission of, or will be deemed evidence of, the tax or other legal effects of the Plan on the Debtors or holders of Claims or Interests.

52. Certain Tax Consequences

For a discussion of certain tax considerations to the Debtors and certain holders of Claims in connection with the implementation of the Plan, see Article VII hereof.

53. Potential Dilution of Unsecured Trade Claims

On July 27, 2020, the Bankruptcy Court entered the order authorizing, among other things, the Debtors to enter into the Intelsat Contract (Docket No. 545). Pursuant to the Intelsat Contract, in the event it terminates in accordance with its terms, Intelsat's rights are fully preserved to assert its prepetition Claims and an administrative Claim with respect to services provided on and after July 1, 2020 against the Debtors. The Debtors have no intention of terminating the Intelsat Contract and for purposes of the Plan have estimated Intelsat's Claim as \$0. The termination of the Intelsat Contract would result in the dilution of recoveries of other Unsecured Trade Creditors in Class 4A.

IX.

VOTING PROCEDURES AND REQUIREMENTS

Before voting to accept or reject the Plan, each Eligible Holder should carefully review the Plan attached hereto as **Exhibit A**. All descriptions of the Plan set forth in the Disclosure Statement are subject to the terms and provisions of the Plan.

Voting Deadline

All Eligible Holders have been sent a “**Ballot**” together with the Disclosure Statement. Such holders should read the Ballot carefully and follow the instructions contained therein. Please use only the Ballot that accompanies the Disclosure Statement to cast your vote.

The Debtors have engaged the Voting Agent to assist in the transmission of voting materials and in the tabulation of votes with respect to the Plan. **FOR YOUR VOTE TO BE COUNTED, YOUR VOTE MUST BE RECEIVED BY THE VOTING AGENT AT THE ADDRESS SET FORTH BELOW ON OR BEFORE THE VOTING DEADLINE OF 4:00 P.M. (PREVAILING CENTRAL TIME) ON DECEMBER 8, 2020, UNLESS EXTENDED BY THE DEBTORS.**

IF A BALLOT IS DAMAGED OR LOST, YOU MAY CONTACT THE VOTING AGENT AT THE NUMBER SET FORTH BELOW TO RECEIVE A REPLACEMENT BALLOT. ANY BALLOT THAT IS EXECUTED AND RETURNED BUT WHICH DOES NOT INDICATE A VOTE FOR ACCEPTANCE OR REJECTION OF THE PLAN WILL NOT BE COUNTED.

IF YOU HAVE ANY QUESTIONS CONCERNING VOTING PROCEDURES, YOU MAY CONTACT THE VOTING AGENT AT:

Kurtzman Carson Consultants LLC
Telephone: (877)-709-4758 (domestic toll free) or (424)-236-7236 (international)
E-mail: speedcastinfo@kccllc.com

Additional copies of the Disclosure Statement are available upon request made to the Voting Agent, at the telephone numbers or e-mail address set forth immediately above.

Voting Procedures

The Debtors are providing copies of the Disclosure Statement (including all exhibits and appendices), related materials, and a Ballot (collectively, a “**Solicitation Package**”) to Eligible Holders.

Eligible Holders should provide all of the information requested by the Ballot, and should complete and return all Ballots received in the enclosed, self-addressed, postage-paid envelope provided with each such Ballot to the Voting Agent.

In addition to accepting mailed Ballots, the Debtors will also be accepting Ballots via electronic, online transmission through an e-ballot platform available on KCC’s website. Holders of Claims may cast their Ballots electronically, by completing and electronically signing and submitting such Ballot via the platform. Instructions for casting an electronic Ballot are available on KCC’s website at <http://www.kccllc.net/speedcast> and on each Ballot. The encrypted ballot data and audit trail created by such electronic submission shall become part of the record of any electronic Ballot submitted in this manner and the creditor’s electronic signature will be deemed to be an original signature that is legally valid and effective. For the avoidance of doubt, electronic submissions of Ballots may only be made via the e-ballot platform. Ballots submitted by electronic mail, facsimile, or any other means of electronic submission will not be counted.

Parties Entitled to Vote

Under the Bankruptcy Code, only holders of claims or interests in “impaired” classes are entitled to vote on a plan. Under section 1124 of the Bankruptcy Code, a class of claims or interests is deemed to be “impaired” under a plan unless: (1) the plan leaves unaltered the legal, equitable, and contractual rights to which such claim or interest entitles the holder thereof; or (2) notwithstanding any legal right to an accelerated payment of such claim or interest, the plan cures all existing defaults (other than defaults resulting from the occurrence of events of bankruptcy) and reinstates the maturity of such claim or interest as it existed before the default.

If, however, the holder of an impaired Allowed Claim or Interest will not receive or retain any distribution under the Plan on account of such Claim or Interest, the Bankruptcy Code deems such holder to have rejected the Plan, and, accordingly, holders of such Claims and Interests do not actually vote on the Plan. If an Allowed Claim or Interest is not impaired by the Plan, the Bankruptcy Code deems the holder of such Allowed Claim or Interest to have accepted the Plan and, accordingly, holders of such Allowed Claims and Interests are not entitled to vote on the Plan, and therefore will not receive a Ballot.

A vote may be disregarded if the Bankruptcy Court determines, pursuant to section 1126(e) of the Bankruptcy Code, that it was not solicited or procured in good faith or in accordance with the provisions of the Bankruptcy Code.

The Bankruptcy Code defines “acceptance” of a plan by a class of: (1) Claims as acceptance by creditors in that class that hold at least two-thirds (2/3) in dollar amount and more than one-half (1/2) in number of the Claims that cast ballots for acceptance or rejection of a plan; and (2) Interests as acceptance by interest holders in that class that hold at least two-thirds (2/3) in amount of the Interests that cast ballots for acceptance or rejection of a plan.

The Claims in the following classes are impaired under the Plan and entitled to vote to accept or reject the Plan:

Class 4A – Unsecured Trade Claims

Class 4B – Other Unsecured Claims

In addition, holders of Syndicated Facility Secured Claims (Class 3) are entitled to vote to accept or reject the Plan.⁹

An Eligible Holder should vote on the Plan by completing a Ballot in accordance with the instructions therein and as set forth above.

All submitted Ballots must be signed by the Eligible Holder (either manually or through the electronic process described above), or any person who has obtained a properly completed Ballot

⁹

Class 3 is Unimpaired. However, the Debtors are soliciting votes to accept or reject the Plan from holders of Syndicated Facility Secured Claims to the extent Class 3 is determined to be Impaired under the Plan by the Bankruptcy Court.

proxy from the Eligible Holder by the Voting Record Date. Unless otherwise ordered by the Bankruptcy Court, Ballots that are signed, dated, and timely received, but on which a vote to accept or reject the Plan has not been indicated, will not be counted. The Debtors, in their sole discretion, may request that the Voting Agent attempt to contact such voters to cure any such defects in the Ballots. Any Ballot marked to both accept and reject the Plan will not be counted. Whenever a holder of Claims casts more than one Ballot voting the same Claim(s) before the Voting Deadline, the last valid Ballot received on or before the Voting Deadline shall be deemed to reflect such creditor's or equity security holder's intent, and thus, to supersede any prior Ballot. Following the Voting Deadline, no Ballot may be changed or revoked. An otherwise properly executed Ballot that attempts to partially accept and partially reject the Plan will likewise not be counted.

The Ballots provided to Eligible Holders will reflect the principal amount of such Eligible Holder's Claim; however, when tabulating votes, the Voting Agent may adjust the amount of such Eligible Holder's Claim to reflect all amounts accrued between the Voting Record Date and the Petition Date including interest.

Under the Bankruptcy Code, for purposes of determining whether the requisite votes for acceptance have been received, only Eligible Holders who actually vote will be counted. The failure of a holder to deliver a duly executed Ballot to the Voting Agent will be deemed to constitute an abstention by such holder with respect to voting on the Plan and such abstentions will not be counted as votes for or against the Plan.

Except as provided below, unless the Ballot is timely submitted to the Voting Agent before the Voting Deadline, the Debtors may, in their sole discretion, reject such Ballot as invalid, and therefore decline to utilize it in connection with seeking confirmation of the Plan.

1. Fiduciaries and Other Representatives

If a Ballot is signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation, or another, acting in a fiduciary or representative capacity, such person should indicate such capacity when signing and, if requested, must submit proper evidence satisfactory to the Debtors of authority to so act. Authorized signatories should submit the separate Ballot of each Eligible Holder for whom they are voting.

2. Agreements Upon Furnishing Ballots

The delivery of an accepting Ballot pursuant to one of the procedures set forth above will constitute the agreement of the creditor with respect to such Ballot to accept: (i) all of the terms of, and conditions to, this Solicitation; and (ii) the terms of the Plan including the releases, exculpations, and injunction set forth in Sections 10.5, 10.6, 10.7, 10.8, and 10.9 therein. All parties in interest retain their right to object to confirmation of the Plan pursuant to section 1128 of the Bankruptcy Code.

3. Change of Vote

Any party who has previously submitted to the Voting Agent before the Voting Deadline a properly completed Ballot may revoke such Ballot and change its vote by submitting to the Voting

Agent before the Voting Deadline a subsequent, properly completed Ballot voting for acceptance or rejection of the Plan.

Waivers of Defects, Irregularities, etc.

Unless otherwise directed by the Bankruptcy Court, all questions as to the validity, form, eligibility (including time of receipt), acceptance, and revocation or withdrawals of Ballots will be determined by the Voting Agent or the Debtors, as applicable, in their sole discretion, which determination will be final and binding. The Debtors reserve the right to reject any and all Ballots submitted by any of their respective creditors not in proper form, the acceptance of which would, in the opinion of the Debtors or their counsel, as applicable, be unlawful. The Debtors further reserve their respective rights to waive any defects or irregularities or conditions of delivery as to any particular Ballot. The interpretation (including the Ballot and the respective instructions thereto) by the applicable Debtor, unless otherwise directed by the Bankruptcy Court, will be final and binding on all parties. Unless waived, any defects or irregularities in connection with deliveries of Ballots must be cured within such time as the Debtors (or the Bankruptcy Court) determines. Neither the Debtors nor any other person will be under any duty to provide notification of defects or irregularities with respect to deliveries of Ballots nor will any of them incur any liabilities for failure to provide such notification. Unless otherwise directed by the Bankruptcy Court, delivery of such Ballots will not be deemed to have been made until such irregularities have been cured or waived. Ballots previously furnished (and as to which any irregularities have not theretofore been cured or waived) will be invalidated.

Further Information, Additional Copies

If you have any questions or require further information about the voting procedures for voting your claims or about the packet of material you received, or if you wish to obtain an additional copy of the Plan, the Disclosure Statement, or any exhibits to such documents, please contact the Voting Agent.

X.

**CONFIRMATION OF PLAN AND FINAL
APPROVAL OF THE DISCLOSURE STATEMENT**

Confirmation Hearing

Section 1128(a) of the Bankruptcy Code requires the Bankruptcy Court to hold a confirmation hearing upon appropriate notice to all required parties. The Confirmation Hearing is scheduled to begin December 17, 2020 at 9:00 a.m. (prevailing Central Time). Notice of the Confirmation Hearing will be provided to all known creditors and equity holders or their representatives in accordance with the *Emergency Motion of Debtors for Entry of an Order (I) Scheduling Combined Hearing on (A) Adequacy of Disclosure Statement and (B) Confirmation of Plan; (II) Conditionally Approving Disclosure Statement; (III) Approving Solicitation Procedures and Form and Manner of Notice of Combined Hearing and Objection Deadline; (IV) Fixing Deadline to Object to Disclosure Statement and Plan; (V) Approving Notice and Objection Procedures for the Assumption of Executory Contracts and Unexpired Leases; (VI) Approving Plan Sponsor Selection Procedures; and (VIII) Granting Related Relief*. The Debtors will seek final approval

of the Disclosure Statement at the Confirmation Hearing. The Confirmation Hearing may be adjourned from time to time by the Bankruptcy Court without further notice except for the announcement of the continuation date made at the Confirmation Hearing, at any subsequent continued Confirmation Hearing, or pursuant to a notice filed on the docket for the Chapter 11 Cases.

Objections to Confirmation

Section 1128(b) of the Bankruptcy Code provides that any party in interest may object to the confirmation of a plan. Any objection to confirmation of the Plan must be in writing, must conform to the Bankruptcy Rules and the Local Rules, must set forth the name of the objector, the nature and amount of the Claims held or asserted by the objector against the Debtors' estates or properties, the basis for the objection and the specific grounds therefore, and must be filed with the Bankruptcy Court, with a copy to the chambers of the United States Bankruptcy Judge appointed to the Chapter 11 Cases, together with proof of service thereof, and served upon the following parties, including such other parties as the Bankruptcy Court may order.

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- e) **Office of the U.S. Trustee** at
Office of the U.S. Trustee for Region 7
515 Rusk Street, Suite 3516
Houston, Texas 77002

<p>UNLESS AN OBJECTION TO CONFIRMATION IS TIMELY SERVED AND FILED, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.</p>

Requirements for Confirmation of Plan

The Bankruptcy Court will confirm the Plan only if all of the requirements of section 1129 of the Bankruptcy Code are met. Among the requirements for confirmation are that the Plan is (i) accepted by all impaired Classes of Claims and Interests entitled to vote or, if the Plan is rejected or deemed rejected by an impaired Class, at least one impaired Class has voted to accept the Plan and a determination that the Plan “does not discriminate unfairly” and is “fair and equitable” as to such Class; (ii) in the “best interests” of the holders of Claims and Interests impaired under the Plan; and (iii) feasible.

1. Acceptance of Plan

Under the Bankruptcy Code, a Class accepts a chapter 11 plan if (i) holders of two-thirds (2/3) in amount and (ii) with respect to holders of Claims, more than a majority in number of the allowed claims in such Class (other than those designated under section 1126(e) of the Bankruptcy Code) vote to accept the Plan. Holders of Claims that fail to vote are not counted in determining the thresholds for acceptance of the Plan.

2. Fair and Equitable Test

If any impaired Class of Claims or Interests does not accept the Plan (or is deemed to reject the Plan), the Bankruptcy Court may still confirm the Plan at the request of the Debtors if, at least one

impaired Class has voted to accept the Plan and as to each impaired Class of Claims or Interests that has not accepted the Plan (or is deemed to reject the Plan), the Plan “does not discriminate unfairly” and is “fair and equitable” under the so-called “cramdown” provisions set forth in section 1129(b) of the Bankruptcy Code. The “unfair discrimination” test applies to classes of claims or interests that are of equal priority but are receiving different treatment under the Plan. A chapter 11 plan does not discriminate unfairly, within the meaning of the Bankruptcy Code, if the legal rights of a dissenting class are treated in a manner consistent with the treatment of other classes whose legal rights are substantially similar to those of the dissenting class and if no class of claims or interests receives more than it legally is entitled to receive for its claims or interests. The test does not require that the treatment be the same or equivalent, but that such treatment be “fair.” The “fair and equitable” test applies to classes of different priority and status (*e.g.*, secured versus unsecured; claims versus interests) and includes the general requirement that no class of claims receive more than 100% of the allowed amount of the claims in such class. As to the dissenting class, the test sets different standards that must be satisfied for the Plan to be confirmed, depending on the type of claims or interests in such class. The following sets forth the “fair and equitable” test that must be satisfied as to each type of class for a plan to be confirmed if such class rejects the Plan:

- **Secured Creditors.** Each holder of an impaired secured claim either (i) retains its liens on the property, to the extent of the allowed amount of its secured claim, and receives deferred cash payments having a value, as of the effective date of the plan, of at least the allowed amount of such secured claim, (ii) has the right to credit bid, subject to section 363(k) of the Bankruptcy Code, the amount of its claim if its property on which it has a lien is sold and retains its lien on the proceeds of the sale, or (iii) receives the “indubitable equivalent” of its allowed secured claim.
- **Unsecured Creditors.** Either (i) each holder of an impaired unsecured claim receives or retains under the plan, property of a value, as of the effective date of the plan, equal to the amount of its allowed claim or (ii) the holders of claims and interests that are junior to the claims of the dissenting class will not receive any property under the plan.
- **Interests.** Either (i) each equity interest holder will receive or retain under the plan property of a value equal to the greater of (a) the fixed liquidation preference or redemption price, if any, of such equity interest and (b) the value of the equity interest or (ii) the holders of interests that are junior to the interests of the dissenting class will not receive or retain any property under the plan.

The Debtors believe the Plan satisfies the “fair and equitable” requirement with respect to any rejecting Class.

IF ALL OTHER CONFIRMATION REQUIREMENTS ARE SATISFIED AT THE CONFIRMATION HEARING, THE DEBTORS WILL ASK THE BANKRUPTCY COURT TO RULE THAT THE PLAN MAY BE CONFIRMED ON THE GROUND THAT THE SECTION 1129(b) REQUIREMENTS HAVE BEEN SATISFIED.

3. Best Interests Test

As noted above, with respect to each impaired class of claims and equity interests, confirmation of a plan requires that each such holder either: (i) accept the plan; or (ii) receive or retain under the plan property of a value, as of the effective date of the plan, that is not less than the value such holder would receive or retain if the debtors were liquidated under chapter 7 of the Bankruptcy Code. This requirement is referred to as the “best interests test.”

This test requires a bankruptcy court to determine what the holders of allowed claims and allowed equity interests in each impaired class would receive from a liquidation of the debtor’s assets and properties in the context of a liquidation under chapter 7 of the Bankruptcy Code. To determine if a plan is in the best interests of each impaired class, the value of the distributions from the proceeds of the liquidation of the debtor’s assets and properties (after subtracting the amounts attributable to the aforesaid claims) is then compared with the value offered to such classes of claims and equity interests under the plan.

The Debtors believe that under the Plan all holders of impaired Claims and Interests will receive property with a value not less than the value such holder would receive in a liquidation under chapter 7 of the Bankruptcy Code. The Debtors’ belief is based primarily on: (i) consideration of the effects that a chapter 7 liquidation would have on the ultimate proceeds available for distribution to holders of impaired Claims and Interests; and (ii) the Liquidation Analysis attached hereto as **Exhibit D**.

The Debtors believe that any liquidation analysis is speculative, as it is necessarily premised on assumptions and estimates which are inherently subject to significant uncertainties and contingencies, many of which would be beyond the control of the Debtors. The Liquidation Analysis provided in **Exhibit D** is solely for the purpose of disclosing to holders of Claims and Interests the effects of a hypothetical chapter 7 liquidation of the Debtors, subject to the assumptions set forth therein. There can be no assurance as to values that would actually be realized in a chapter 7 liquidation nor can there be any assurance that a bankruptcy court will accept the Debtors’ conclusions or concur with such assumptions in making its determinations under section 1129(a)(7) of the Bankruptcy Code.

4. Feasibility

Section 1129(a)(11) of the Bankruptcy Code requires that a debtor demonstrate that confirmation of a plan is not likely to be followed by liquidation or the need for further financial reorganization. For purposes of determining whether the Plan meets this requirement, the Debtors have analyzed their ability to meet their obligations under the Plan. As part of this analysis, the Debtors have prepared the consolidated financial projections for the Reorganized Debtors (collectively with the reserve information, development of schedules, and financial information, the “**Financial Projections**”) for the fiscal years 2020 through 2023 (the “**Projection Period**”). The Financial Projections, and the assumptions on which they are based, are annexed hereto as **Exhibit E**. Based upon such Financial Projections, the Debtors believe they will have sufficient resources to make all payments required pursuant to the Plan and that confirmation of the Plan is not likely to be followed by liquidation or the need for further reorganization. Moreover, Article IX hereof sets forth certain risk factors that could impact the feasibility of the Plan.

The Debtors do not, as a matter of course, publish their business plans or strategies, projections or anticipated financial position. Accordingly, the Debtors do not anticipate that they will, and disclaim any obligation to, furnish updated business plans or Financial Projections to parties in interest after the Confirmation Date, or to include such information in documents required to be filed with ASIC or otherwise make such information public, unless required to do so by ASIC or other regulatory bodies. In connection with the planning and development of the Plan, the Financial Projections were prepared by the Debtors, with the assistance of their professionals, to present the anticipated impact of the Plan. The Financial Projections assume that the Plan will be implemented in accordance with its stated terms. The Financial Projections are based on forecasts of key economic variables and may be significantly impacted by, among other factors, the COVID-19 pandemic, oil and natural gas prices, expectations regarding future commodity prices, the level of activity of oil and natural gas exploration, development, and production domestically and internationally, demand for drilling services, competition and supply of competing rigs, changes in the political environment of the countries in which the Debtors operate, regulatory changes, and a variety of other factors. Consequently, the estimates and assumptions underlying the Financial Projections are inherently uncertain and are subject to material business, economic, and other uncertainties. Therefore, such Financial Projections, estimates, and assumptions are not necessarily indicative of current values or future performance, which may be significantly less or more favorable than set forth herein.

The Financial Projections should be read in conjunction with the assumptions, qualifications, and explanations set forth in the Disclosure Statement, the Plan, and the Plan Supplement (when filed), in their entirety, and the historical consolidated financial statements (including the notes and schedules thereto).

XI. ALTERNATIVES TO CONFIRMATION AND CONSUMMATION OF PLAN

The Debtors have evaluated several alternatives to the Plan. After studying these alternatives, the Debtors have concluded that the Plan is the best alternative and will maximize recoveries to parties in interest, assuming confirmation and consummation of the Plan. If the Plan is not confirmed and consummated, the alternatives to the Plan are: (i) the preparation and presentation of an alternative reorganization; (ii) the a sale of some or all of the Debtors' assets pursuant to section 363 of the Bankruptcy Code; or (iii) a liquidation under chapter 7 of the Bankruptcy Code.

Alternative Plan of Reorganization

If the Plan is not confirmed, the Debtors (or if the Debtors' exclusive period in which to file a plan of reorganization has expired, any other party in interest) could attempt to formulate a different plan. Such a plan might involve either: (i) a reorganization and continuation of the Debtors' businesses or (ii) an orderly liquidation of their assets. The Debtors, however, believe that the Plan, as described herein, enables their creditors to realize the most value under the circumstances. Additionally, there is no assurance that an alternative plan will garner the support of the Creditors' Committee.

Sale under Section 363 of the Bankruptcy Code

If the Plan is not confirmed, the Debtors could seek from the Bankruptcy Court, after notice and hearing, authorization to sell their assets under section 363 of the Bankruptcy Code. Holders of Claims in Class 3 would be entitled to credit bid, subject to the restrictions in the Bankruptcy Code, including section 363(k), on any property to which their security interest is attached, and to offset their Claims against the purchase price of the property. In addition, the security interests in the Debtors' assets held by holders of Claims in Class 3 would attach to the proceeds of any sale of the Debtors' assets. After these Claims are satisfied, the remaining funds, if any, could be used to pay holders of Claims in Classes 4A and 4B. At the outset of these chapter 11 cases, the Debtors agreed to advise the Original DIP Lenders whether a plan of reorganization or a sale under section 363 of the Bankruptcy Code was the optimal path for maximizing value. Such analysis was delivered on April 30, 2020 and concluded that a plan of reorganization would be more effective than a sale under section 363 of the Bankruptcy Code in maximizing value for all creditors. Based upon this analysis and further consideration of their alternatives, the Debtors believe that a sale of their assets under section 363 of the Bankruptcy Code would yield a significantly lower recovery for holders of Claims than the Plan. Currently, the debtors are not aware of any alternative plans of reorganization that would be confirmable under the requirements of Section 1129 of the Bankruptcy Code.

Liquidation under Chapter 7 of Bankruptcy Code

If no plan can be confirmed, the Chapter 11 Cases may be converted to cases under chapter 7 of the Bankruptcy Code in which a trustee would be elected or appointed to liquidate the assets of the Debtors for distribution to their creditors in accordance with the priorities established by the Bankruptcy Code. The effect that a chapter 7 liquidation would have on the recovery of holders of Allowed Claims and Interests is set forth in the Liquidation Analysis attached hereto as **Exhibit D**.

The Debtors believe that liquidation under chapter 7 would result in smaller distributions to creditors than those provided for in the Plan because of, among other things, the delay resulting from the conversion of the Chapter 11 Cases, the additional administrative expenses associated with the appointment of a trustee and the trustee's retention of professionals who would be required to become familiar with the many legal and factual issues in the Chapter 11 Cases, and the loss in value attributable to an expeditious liquidation of the Debtors' assets as required by chapter 7.

XII.
CONCLUSION AND RECOMMENDATION

The Debtors believe the Plan is in the best interests of all stakeholders and urge the holders of Claims in Classes 3, 4A, and 4B to vote in favor of the Plan.

Dated: October 31, 2020
Houston, Texas

Respectfully submitted,

SPEEDCAST INTERNATIONAL LIMITED, on
behalf of itself and its undersigned subsidiaries

/s/ Michael Healy

Name: Michael Healy
Title: Chief Restructuring Officer

CAPROCK COMMUNICATIONS
(AUSTRALIA) PTY LTD
CAPROCK COMMUNICATIONS PTE. LTD
CAPROCK COMUNICAÇÕES DO BRASIL
LTDA.
CAPROCK PARTICIPAÇÕES DO BRASIL
LTDA.
CAPROCK UK LIMITED
CCI SERVICES CORP.
COSMOS HOLDINGS ACQUISITION CORP.
EVOLUTION COMMUNICATIONS GROUP
LIMITED
GLOBECOMM EUROPE B.V.
GLOBECOMM NETWORK SERVICES
CORPORATION HCT ACQUISITION, LLC
HERMES DATACOMMUNICATIONS
INTERNATIONAL LIMITED
MARITIME COMMUNICATION SERVICES,
INC.
NEWCOM INTERNATIONAL, INC.
OCEANIC BROADBAND SOLUTIONS PTY
LTD
SATELLITE COMMUNICATIONS
AUSTRALIA PTY LTD
SPACELINK SYSTEMS II, LLC
SPACELINK SYSTEMS, LLC
SPEEDCAST AMERICAS, INC.
SPEEDCAST AUSTRALIA PTY LIMITED
SPEEDCAST CANADA LIMITED
SPEEDCAST COMMUNICATIONS, INC.
SPEEDCAST CYPRUS LTD.
SPEEDCAST FRANCE SAS
SPEEDCAST GROUP HOLDINGS PTY LTD
SPEEDCAST LIMITED
SPEEDCAST MANAGED SERVICES PTY
LIMITED

SPEEDCAST NETHERLANDS B.V.
SPEEDCAST NORWAY AS
SPEEDCAST SINGAPORE PTE. LTD.
SPEEDCAST UK HOLDINGS LIMITED
TELAURUS COMMUNICATIONS LLC

Exhibit A

Plan

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

In re:	§	
	§	Chapter 11
	§	
SPEEDCAST INTERNATIONAL LIMITED, et al.,	§	
	§	Case No. 20-32243 (MI)
	§	
Debtors.¹	§	(Jointly Administered)
	§	

**AMENDED JOINT CHAPTER 11 PLAN OF
SPEEDCAST INTERNATIONAL LIMITED AND ITS DEBTOR AFFILIATES**

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*Counsel for the Debtors
and Debtors in Possession*

Dated: October 31, 2020
Houston, Texas

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

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Each of SpeedCast International Limited; CapRock Communications (Australia) Pty Ltd; CapRock Communications Pte. Ltd.; CapRock Comunicações do Brasil Ltda.; CapRock Participações do Brasil Ltda.; CapRock UK Limited; CCI Services Corp.; Cosmos Holdings Acquisition Corp.; Evolution Communications Group Limited; Globecom Europe B.V.; Globecom Network Services Corporation; HCT Acquisition, LLC; Hermes Datacommunications International Limited; Maritime Communication Services, Inc.; NewCom International, Inc.; Oceanic Broadband Solutions Pty Ltd; Satellite Communications Australia Pty Ltd; SpaceLink Systems II, LLC; SpaceLink Systems, LLC; SpeedCast Americas, Inc.; SpeedCast Australia Pty Limited; Speedcast Canada Limited; SpeedCast Communications, Inc.; Speedcast Cyprus Ltd.; SpeedCast France SAS; SpeedCast Group Holdings Pty Ltd; SpeedCast Limited; SpeedCast Managed Services Pty Limited; SpeedCast Netherlands B.V.; SpeedCast Norway AS; SpeedCast Singapore Pte. Ltd.; SpeedCast UK Holdings Limited; Taurus Communications LLC (each, a “**Debtor**” and collectively, the “**Debtors**”) proposes the following joint chapter 11 plan of reorganization pursuant to section 1121(a) of the Bankruptcy Code. Capitalized terms used herein shall have the meanings set forth in section 1.1 below.

ARTICLE I. DEFINITIONS AND INTERPRETATION.

1.1 Definitions.

The following terms shall have the respective meanings specified below:

Administrative Expense Claim means any Claim against a Debtor for costs and expenses of administration of the Chapter 11 Cases pursuant to sections 327, 328, 330, 365, 503(b), 507(a)(2), or 507(b) of the Bankruptcy Code, including, (i) the actual and necessary costs and expenses incurred on or after the Petition Date and through the Effective Date of preserving the Estates, operating the businesses of the Debtors, or implementing any pre-Effective Date Restructuring Transactions, (ii) Allowed Fee Claims, and (iii) Restructuring Expenses.

Allowed means, (a) with respect to any Claim, (i) any Claim, proof of which was timely and properly filed, arising on or before the Effective Date that is not Disputed, (ii) any Claim that is listed in the Schedules as not contingent, not unliquidated, and/or not disputed, and for which no contrary proof of claim has been filed, (iii) any Claim that is compromised, settled, or otherwise resolved pursuant to the authority of the Debtors or Reorganized Debtors in a Final Order, (iv) any Claim expressly allowed by a Final Order, (v) following the Effective Date, with respect to (A) Unsecured Trade Claims and (B) Other Unsecured Claims, any Claim that may otherwise be determined by the Reorganized Debtors, (vi) any Claim expressly allowed under this Plan, and (vii) any Administrative Expense Claim (A) that was incurred by a Debtor in the ordinary course of business before the Effective Date to the extent due and owing without defense, offset, recoupment, or counterclaim of any kind, and (B) that is not otherwise Disputed, and (b) with respect to any Interest, such interest is reflected in the stock transfer ledger or similar register of any of the Debtors on the Distribution Record Date and is not subject to any objection or challenge. If a Claim is Allowed only in part, any provisions hereunder with respect to Allowed Claims are applicable solely to the Allowed portion of such Claim. Notwithstanding the foregoing, unless expressly waived herein, the Allowed amount of Claims or Interests shall be subject to and shall not exceed the limitations or maximum amounts permitted by the

Bankruptcy Code, including sections 502 or 503 of the Bankruptcy Code, to the extent applicable.

Allowed SFA Secured Claim Amount means the portion of the Direct Investment Amount attributable to the Syndicated Facility Secured Claim, which shall be \$150,000,000 or such greater amount as determined pursuant to the Plan Sponsor Selection Process and indicated in the Plan Supplement.

Amended By-Laws means, with respect to a Reorganized Debtor, such Reorganized Debtor's amended or amended and restated by-laws (including any articles of association, operating agreement, limited liability company agreement, partnership agreement or similar constitutional document, if any, required under the laws of such Reorganized Debtor's jurisdiction of organization), or similar document, as applicable, in form and substance acceptable to the Plan Sponsor, a substantially final form of which shall be included in the Plan Supplement, to the extent such document contains material changes to the existing document.

Amended Certificate of Incorporation means, with respect to a Reorganized Debtor, such Reorganized Debtor's amended or amended and restated certificate of incorporation (including any memorandum of association or similar constitutional document, if any, required under the laws of such Reorganized Debtor's jurisdiction of organization), or similar document, as applicable, in form and substance acceptable to the Plan Sponsor, a substantially final form of which shall be included in the Plan Supplement, to the extent such document contains material changes to the existing document.

Amended Organizational Documents means, with respect to any Reorganized Debtor, the Amended By-Laws and Amended Certificate of Incorporation.

Asset means all of the rights, title, and interests of a Debtor in and to property of whatever type or nature, including real, personal, mixed, intellectual, tangible, and intangible property.

ASX means ASX Limited or the market operated by it, as the context requires.

Avoidance Action means any action commenced, or that may be commenced, before or after the Effective Date pursuant to chapter 5 of the Bankruptcy Code, including sections 544, 547, 548, 549, 550, or 551.

Australian Administrator means, solely with respect to Speedcast Parent, one or more Person(s) appointed, if applicable, by the board of directors of the Speedcast Parent to serve as voluntary administrator with respect to the Speedcast Parent Administration.

Australian Deed Administrator means, solely with respect to Speedcast Parent, one or more Person(s) appointed, if applicable, under the terms of a Deed of Company Arrangement to serve as deed administrator to implement the terms of the Deed of Company Arrangement.

Australian Liquidator means, solely with respect to the Speedcast Parent, any liquidator who implements the winding down, liquidation, or dissolution of Speedcast Parent, as

may be required or prudent to implement this Plan or the Restructuring Transactions under the laws of Australia.

Bankruptcy Code means title 11 of the United States Code, as amended from time to time, as applicable to these Chapter 11 Cases.

Bankruptcy Court means the United States Bankruptcy Court for the Southern District of Texas having jurisdiction over the Chapter 11 Cases and, to the extent of any reference made under section 157 of title 28 of the United States Code or if the Bankruptcy Court is determined not to have authority to enter a Final Order on an issue, the unit of such District Court having jurisdiction over the Chapter 11 Cases under section 151 of title 28 of the United States Code.

Bankruptcy Rules means the Federal Rules of Bankruptcy Procedure as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code and any local rules of the Bankruptcy Court, in each case, as amended from time to time and applicable to the Chapter 11 Cases.

Business Day means any day other than a Saturday, a Sunday, or a “legal holiday” (as defined in Bankruptcy Rule 9006(a)).

CACIB means Credit Agricole Corporate and Investment Bank.

CACIB Settlement Agreement means the Settlement Agreement (Docket No. 680-1), which was subsequently approved by the CACIB Settlement Order.

CACIB Settlement Order means the *Order (I) Authorizing and Approving the Settlement by and among the Debtors, Credit Agricole Corporate and Investment Bank and Certain Lender Parties, and (II) Granting Related Relief* (Docket No. 784).

Cash means the legal tender of the United States of America or the equivalent thereof, including bank deposits, checks, and cash equivalents, as applicable.

Cause of Action means any action, claim, cross-claim, third-party claim, cause of action, controversy, dispute, demand, right, lien, indemnity, contribution, guaranty, suit, obligation, liability, loss, debt, fee or expense, damage, interest, judgment, cost, account, defense, remedy, recovery, offset, power, privilege, proceeding, license, and franchise of any kind or character whatsoever, known, unknown, foreseen or unforeseen, existing or hereafter arising, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, direct or indirect, choate or inchoate, secured or unsecured, assertable directly or derivatively (including any alter ego theories), whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity, or pursuant to any other theory of law. For the avoidance of doubt, Cause of Action also includes: (i) any right of setoff, counterclaim, or recoupment and any claim for breach of contract or for breach of duties imposed by law or in equity; (ii) the right to object to Claims or Interests; (iii) any claim pursuant to section 362 or chapter 5 of the Bankruptcy Code; (iv) any claim or defense including fraud, mistake, duress, and usury and any other defenses set forth in section 558 of the

Bankruptcy Code; and (v) any claims under any state or foreign law, including any fraudulent transfer or similar claims.

Chapter 11 Case means, with respect to a Debtor, such Debtor's case under chapter 11 of the Bankruptcy Code commenced on April 23, 2020 in the Bankruptcy Court, jointly administered with all other Debtors' cases under chapter 11 of the Bankruptcy Code, and styled *In re SpeedCast International Limited, et al.*, Ch. 11 Case No. 20-32243 (MI).

Claim means a "claim" as defined in section 101(5) of the Bankruptcy Code, as against any Debtor.

Claims Register means the register of proofs of Claim maintained by Kurtzman Carson Consultants LLC in the Chapter 11 Cases.

Class means any group of Claims or Interests classified under the Plan pursuant to section 1122(a) of the Bankruptcy Code.

Collateral means any Asset of an Estate that is subject to a validly existing Lien securing the payment or performance of a Claim, which Lien is valid and has not been avoided under the Bankruptcy Code or applicable nonbankruptcy law.

Confirmation Date means the date on which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Cases within the meaning of Bankruptcy Rules 5003 and 9021.

Confirmation Hearing means the hearing to be held by the Bankruptcy Court regarding confirmation of this Plan and the Disclosure Statement pursuant to Bankruptcy Rule 3020(b)(2) and Section 1128 of the Bankruptcy Code, as such hearing may be adjourned or continued from time to time.

Confirmation Order means the order of the Bankruptcy Court, together with all exhibits, appendices, supplements, and related documents (i) approving the Disclosure Statement on a final basis pursuant to sections 1125 and 1126(b), and (ii) confirming this Plan pursuant to section 1129 of the Bankruptcy Code, which order shall be in form and substance reasonably satisfactory to the Plan Sponsor and the Creditors' Committee.

Corporate Restructuring means the reorganization of the Speedcast Entities' corporate structure to be implemented on or prior to the Effective Date as described in (and subject to the terms of) the Plan Sponsor Agreement, or, if not described therein, in the Plan Supplement, subject to the reasonable consent of the Plan Sponsor.

Corporate Restructuring Steps means the steps to be carried out to effectuate the Corporate Restructuring in accordance with the Plan and the Plan Sponsor Agreement and as set forth in the Plan Supplement on terms consistent in all material respects with the Plan Sponsor Agreement and this Plan, subject to the reasonable consent of the Plan Sponsor.

Corporations Act means the *Corporations Act 2001* (Cth).

Creditors' Committee means the official committee of unsecured creditors of the Debtors appointed by the U.S. Trustee in the Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code, as set forth in that certain *Verified Statement of Official Committee of Unsecured Creditors Pursuant to Bankruptcy Rule 2019* that was filed on the docket in the Chapter 11 Cases (Docket No. 506), as the composition thereof may change from time to time.

Cure Amount means the payment of Cash or the distribution of other property (as the parties may agree or the Bankruptcy Court may order) as necessary (a) to cure a monetary default by the Debtors in accordance with the terms of an executory contract or unexpired lease of the Debtors under section 365(b)(1)(A) of the Bankruptcy Code and (b) to permit the Debtors to assume such executory contract or unexpired lease under section 365(a) of the Bankruptcy Code.

Cure Dispute means a pending objection regarding assumption, cure, “adequate assurance of future performance” (within the meaning of section 365 of the Bankruptcy Code), or other issues related to assumption of an executory contract or unexpired lease.

Cure Notice means a notice of a proposed Cure Amount to be paid in connection with an executory contract or unexpired lease to be assumed or assumed and assigned under the Plan pursuant to section 365 of the Bankruptcy Code, which notice shall include (i) procedures for objecting to proposed assumptions or assignments of executory contracts and unexpired leases, (ii) any Cure Amount to be paid in connection therewith, and (iii) procedures for resolution by the Bankruptcy Court of any related disputes.

Debtor(s) has the meaning set forth in the introductory paragraph of this Plan.

Debtor in Possession means, with respect to a Debtor, that Debtor in its capacity as a debtor in possession pursuant to sections 1101, 1107(a), and 1108 of the Bankruptcy Code.

Deed of Company Arrangement means, as may be required or prudent to implement this Plan or the Restructuring Transactions under the laws of Australia, a deed of company arrangement in respect of the Speedcast Parent proposed under Part 5.3A of the Corporations Act to give effect to the Plan and the Restructuring Transactions, if applicable.

DIP Agent means Belward Holdings, LLC, or its successor, in its capacity as administrative agent, collateral agent, and security trustee under the DIP Facility.

DIP Claim means all Claims held by DIP Lenders on account of, arising under, or relating to the DIP Credit Agreement, the DIP Facility, or the DIP Orders, including Claims for all principal amounts outstanding, interest, reasonable and documented fees, expenses, costs, and other charges of the DIP Lenders, which, for the avoidance of doubt, shall include all “DIP Obligations” as such term is defined in the DIP Orders.

DIP Credit Agreement means that certain Senior Secured Superpriority Debtor-in-Possession Term Loan Credit Agreement, dated as of September 30, 2020 by and among Speedcast Parent, SpeedCast Communications, Inc., the lenders named therein, and the DIP Agent, as the same may be amended, restated, supplemented, refinanced, replaced, or otherwise modified from time to time in accordance with the terms thereof.

DIP Documents means the “DIP Documents” as defined in the Final DIP Order.

DIP Facility means that certain debtor-in-possession financing facility provided by the DIP Lenders made available pursuant to the terms of the DIP Credit Agreement.

DIP Lenders means the lenders from time to time party to the DIP Credit Agreement.

DIP Orders means, collectively, the (i) *Interim Order (I) Authorizing Debtors to (A) Refinance Their Postpetition Financing Obligations and (B) Use Cash Collateral, (II) Amending the Interim and Final Orders, and (III) Granting Related Relief* (Docket No. 724), and (ii) the Final DIP Order.

Direct Investment means the purchase by the Plan Sponsor of New Equity Interests for the Direct Investment Amount in accordance with the Plan Sponsor Agreement.

Direct Investment Amount means the aggregate purchase price of not less than \$500,000,000 set forth in the Plan Sponsor Agreement.

Disallowed means, with respect to any Claim or Interest, that such Claim or Interest has been determined by a Final Order or specified in a provision of this Plan not to be Allowed.

Disbursing Agent means any Entity in its capacity as a disbursing agent under Section 6.6 hereof (including any Debtor, any Reorganized Debtor, or the Syndicated Facility Agent that acts in such a capacity); *provided*, that with respect to distributions to the Litigation Trust Beneficiaries, the Litigation Trustee shall distribute the Litigation Trust Proceeds as and when provided for in the Litigation Trust Agreement.

Disclosure Statement means the disclosure statement for this Plan, including all exhibits, schedules, supplements, modifications, amendments, and annexes thereto, each as amended, supplemented or modified from time to time, which is prepared and distributed in accordance with sections 1125, 1126(b), or 1145 of the Bankruptcy Code, Bankruptcy Rules 3016 and 3018, or other applicable law, which disclosure statement shall be in form and substance reasonably acceptable to the Plan Sponsor and the Creditors’ Committee.

Disputed means, with respect to a Claim, (i) any Claim which is disputed under Section 7.1 of this Plan or as to which any party in interest has interposed and not withdrawn an objection or request for estimation (pursuant to Section 7.3 of this Plan or otherwise) that has not been determined by a Final Order, (ii) any Claim, proof of which was required to be filed by order of the Bankruptcy Court but as to which a proof of Claim was not timely or properly filed, (iii) any Claim that is listed in the Schedules as unliquidated, contingent, or disputed, or (iv) any Claim that is otherwise disputed by any party in interest in accordance with applicable law or contract, which dispute has not been withdrawn, resolved, or overruled by a Final Order.

Distribution Record Date means, except as otherwise provided in the Plan or the Confirmation Order, the Effective Date.

D&O Policies means all insurance policies for directors', managers' or officers' liability that have been issued at any time on or prior to the Effective Date to any of the Debtors.

Effective Date means the date which is the first Business Day selected by the Debtors, on which (i) all conditions to the effectiveness of this Plan set forth in Section 9.1 hereof have been satisfied or waived in accordance with the terms of this Plan and (ii) no stay of the Confirmation Order is in effect.

Entity has the meaning set forth in section 101(15) of the Bankruptcy Code.

Estate(s) means, individually or collectively, the estate or estates of the Debtors created under section 541 of the Bankruptcy Code.

Equity Commitment Agreement means that certain Amended and Restated Equity Commitment Agreement, dated as of October 10, 2020, entered into by Speedcast International Limited and the Initial Plan Sponsor, as the same may be amended, restated, or otherwise modified in accordance with its terms.

Equity Interests means all Parent Interests and Interests other than Parent Interests, immediately prior to the Effective Date, including all options, warrants, and ordinary shares.

Exculpated Parties means, collectively, each in their capacities as such: (i) the Debtors; (ii) the Reorganized Debtors; (iii) the Disbursing Agent; (iv) the DIP Agent; (v) the DIP Lenders; (vi) the Creditors' Committee; (vii) each of the Creditors' Committee's current and former members (solely in their capacity as members of the Creditors' Committee); (viii) with respect to each of the foregoing Persons in clauses (i) through (vii), such Persons' respective predecessors, successors, assigns, direct and indirect subsidiaries, and affiliates; and (ix) with respect to each of the foregoing Persons in clauses (i) through (viii), such Person's officers, directors, principals, shareholders, members, partners, managers, employees, agents, financial advisors, attorneys, accountants, investment bankers, investment managers, investment advisors, consultants, representatives, and other professionals, and such Person's respective heirs, executors, estates, and nominees, in each case in their capacity as such and whether currently serving or having previously served postpetition; and (xi) any other Person entitled to the protections of section 1125(e) of the Bankruptcy Code; *provided*, that no Person listed on the Non-Released Party Exhibit shall be an Exculpated Party.

Fee Claim means any Claim for professional services rendered or costs incurred on or after the Petition Date through and including the Effective Date by Professional Persons and to the extent such fees have not been pursuant to an order of the Bankruptcy Court, paid or denied. To the extent that the Bankruptcy Court or any higher court of competent jurisdiction denies or reduces by an order any amount of a Professional Person's fees or expenses, then those reduced or denied amounts shall no longer constitute Fee Claims.

Fee Claim Escrow Account means an interest-bearing escrow account in an amount equal to the total estimated amount of Fee Claims and funded by the Debtors on or before the Effective Date.

Final DIP Order means *Final Order (I) Authorizing Debtors to (A) Refinance Their Postpetition Financing Obligations and (B) Use Cash Collateral, (II) Amending the Interim and Final Orders, and (III) Granting Related Relief* (Docket No. 777).

Final Order means an order, ruling, or judgment of the Bankruptcy Court (or other court of competent jurisdiction with respect to the relevant subject matter) which is in full force and effect and has not been reversed, modified, amended, vacated, or stayed and as to which (i) the time to appeal, petition for certiorari, or other proceedings for a new trial, reargument, reconsideration or rehearing has expired and as to which no appeal, petition for certiorari, or motion for new trial, reargument, reconsideration or rehearing is then pending or (ii) if an appeal, writ of certiorari, new trial, stay, reargument, reconsideration or rehearing thereof has been or may be sought, such order or judgment of the Bankruptcy Court (or other court of competent jurisdiction) shall have been affirmed by the highest court to which such order was appealed, or certiorari shall have been denied, or a new trial, reargument, or rehearing shall have been denied or otherwise resulted in no modification of such order, and the time to take any further appeal, petition for certiorari, or move for a new trial, stay, reargument, or rehearing shall have expired, as a result of which such order shall have become final in accordance with Bankruptcy Rule 8002; *provided*, that the possibility that a motion under Rule 59 or 60 of the Federal Rules of Civil Procedure, or any analogous Bankruptcy Rule (or any analogous rule applicable in such other court of competent jurisdiction), or section 502(j) of the Bankruptcy Code has been or may be filed relating to such order, ruling, or judgment, as applicable, shall not cause an order, ruling, or judgment, as applicable, not to be a Final Order.

Forbearance Agreement means that certain Forbearance Agreement, dated as of April 1, 2020, by and among Speedcast Parent, Speedcast Americas, Inc., Speedcast Communications, Inc. Speedcast Limited, the other Guarantors party thereto, the Syndicated Facility Agent and the lenders party thereto.

Foreign Enforcement Action means any foreign recognition, administration, scheme of arrangement, insolvency proceeding, proceeding required to enforce the Confirmation Order and/or any other order in connection with or in furtherance of approval or implementation of the Plan, or any other similar proceeding that is required to implement the Restructuring Transactions, including any necessary Speedcast Parent proceeding in Australia (including the Speedcast Parent Administration).

Governmental Unit has the meaning set forth in section 101(27) of the Bankruptcy Code.

Impaired means, with respect to a Claim, Interest, or a Class of Claims or Interests, “impaired” within the meaning of such term in sections 1123(a)(4) and 1124 of the Bankruptcy Code.

Intercompany Claim means any Claim against a Debtor held by another Debtor or by a non-Debtor affiliate of a Debtor.

Intercompany Interest means an Interest in a Debtor other than Speedcast Parent held by another Debtor or by a non-Debtor affiliate of a Debtor.

Initial Plan Sponsor means, collectively, one or more entities affiliated with Centerbridge Partners, L.P.

Interest means any equity security (as defined in section 101(16) of the Bankruptcy Code) in a Debtor, including all ordinary shares, units, common stock, preferred stock, membership interests, partnership interests, or other instruments evidencing any fixed or contingent ownership interest in any Debtor, whether or not transferable and whether fully vested or vesting in the future, including any option, warrant, or other right, contractual or otherwise, to acquire any such interest in the applicable Debtor, that existed immediately before the Effective Date.

IRS means the Internal Revenue Service.

Lien has the meaning set forth in section 101(37) of the Bankruptcy Code.

Litigation Trust means the trust established for the benefit of the holders of Other Unsecured Claims on the Effective Date in accordance with the terms of this Plan and the Litigation Trust Agreement.

Litigation Trust Agreement means the trust agreement, dated as of the Effective Date, by and among the Debtors, Reorganized Debtors, the Litigation Trustee, and any other parties thereto, as the same may be amended, modified, or supplemented from time to time in accordance with the terms thereof, that, among other things, establishes the Litigation Trust and describes the powers, duties, and responsibilities of the Litigation Trustee, substantially in the form included in the Plan Supplement and consistent with Section 5.20 of this Plan and in form and substance reasonably acceptable to the Plan Sponsor.

Litigation Trust Assets means the (i) Litigation Trust Cash Amount, and (ii) the Litigation Trust Causes of Action.

Litigation Trust Beneficiaries means the holders of Litigation Trust Interests.

Litigation Trust Cash Amount means the one-time, non-refundable payment of an amount of Cash in the amount of \$2,500,000 to be paid to the Litigation Trust on the Effective Date.

Litigation Trust Causes of Action means (i) all Causes of Actions by or on behalf of any Debtor or Debtor's Estate against (A) Non-Released Parties (and, if a Non-Released Party is a former director or officer of the Debtors, solely to the extent of available proceeds under the applicable D&O Policy), and (B) other persons to be mutually determined by the Debtors, the Plan Sponsor, and the Creditors' Committee, including Causes of Action, if any, arising under the Bankruptcy Code, state or other applicable or similar fraudulent transfer statutes, or claims arising under state or other applicable law based upon negligence, breach of fiduciary duty, lender liability, and/or other similar Causes of Action; (ii) all Causes of Action of any Debtor, the Debtors' Estates, and the Reorganized Debtors arising under any D&O Policy solely to the extent such Causes of Action are based on the Bankruptcy Code, state or other applicable or similar fraudulent transfer statutes, or claims arising under state or other applicable law based upon negligence, breach of fiduciary duty and/or other similar Causes of Action and to the extent

assignable to the Litigation Trust pursuant to the terms of the applicable D&O Policy; *provided*, that Litigation Trust Causes of Action shall not include: (x) any Causes of Action against any Released Party that is released pursuant to the Plan, and (y) Causes of Action against holders of Allowed Unsecured Trade Claims and any counterparty to an executory contract or unexpired lease under section 365(b)(1)(A) of the Bankruptcy Code that has been assumed by the Reorganized Debtors to the extent such counterparty is not otherwise a Non-Released Party.

Litigation Trust Distributable Proceeds means the Cash and any other assets of the Litigation Trust reduced to Cash net of (i) any Litigation Trust Expenses and (ii) any reserves established by the Litigation Trustee as it may determine is necessary in its sole discretion under the terms of the Litigation Trust Agreement.

Litigation Trust Expenses means any (i) fees and expenses incurred by the Litigation Trustee (including, without limitation, attorneys' fees and expenses) including for (a) the retention of Litigation Trustee Representatives and the payment of their reasonable compensation, (b) the investment of Cash by the Litigation Trustee within certain limitations, including those specified in the Plan, (c) the orderly liquidation of the Litigation Trust Assets, and (d) litigation of any Litigation Trust Causes of Action, which may include the prosecution, settlement, abandonment or dismissal of any such Litigation Trust Causes of Action; and (ii) other expenses of the Litigation Trust, including the cost of pursuing the Litigation Trust Causes of Action.

Litigation Trust Indemnified Persons means the Litigation Trustee and the Litigation Trustee Representatives, as the case may be.

Litigation Trust Interests means the non-transferable interests in the Litigation Trust, distributions from which will be made to holders of Allowed Other Unsecured Claims, in accordance with Section 5.20 of the Plan.

Litigation Trustee means the Person selected by the Creditors' Committee with the consent of the Debtors, whose consent will not be unreasonably withheld, and identified in the Plan Supplement to serve as the trustee of the Litigation Trust, and any successor thereto, appointed pursuant to the Litigation Trust Agreement.

Litigation Trustee Representatives means any current or former officers, directors, employees, attorneys, professionals, accountants, investment bankers, financial advisors, consultants, agents and other representatives retained by the Litigation Trustee pursuant to the Litigation Trust Agreement.

Local Rules means the Bankruptcy Local Rules for the United States Bankruptcy Court for the Southern District of Texas.

Management Incentive Plan means the long-term management incentive plan that shall be adopted after the Effective Date by the New Board in accordance with the Plan Sponsor Agreement.

Management Incentive Plan Interests has the meaning ascribed to such term in Section 5.11 hereof.

New Board means the initial board of directors of New Speedcast Parent as determined by the Plan Sponsor.

New Equity Interests means common equity interests of New Speedcast Parent to be issued to the Plan Sponsor pursuant to the Direct Investment and the Plan.

New Organizational Documents means any Amended Organizational Documents of New Speedcast Parent.

New Speedcast Parent means an entity which, pursuant to the transactions contemplated hereunder, shall be the direct or indirect holding company for the Speedcast Entities in accordance with (and except to the extent otherwise provided in, or determined pursuant to) the Plan Sponsor Agreement.

Non-Cash Consideration has the meaning ascribed to such term in, and shall be determined pursuant to, the Plan Sponsor Selection Procedures.

Non-Released Party means any Persons to be determined by the Debtors, the Plan Sponsor, and the Creditors' Committee pursuant to the procedures set forth in the "Non-Released Party Exhibit."

Non-Released Party Exhibit means the exhibit to be filed as part of the Plan Supplement, and as amended at the Confirmation Hearing pursuant to the process described herein; *provided that* the Non-Released Party Exhibit shall not include (i) the Debtors, (ii) the Reorganized Debtors, (iii) the Initial Plan Sponsor, (iv) the Plan Sponsor; (v) any direct or indirect subsidiary or affiliate of the Debtors; (vi) any current director, officer, member, shareholder, or employee, or any direct or indirect subsidiary or affiliate, of any of the Persons described in the preceding clauses (i) through (v); or (vii) any former director, officer, member, shareholder, or employee, of UltiSat Inc. and its direct and indirect subsidiaries. The Non-Released Party Exhibit shall include only those parties that the Debtors, in the exercise of their fiduciary duties, and the Plan Sponsor agree should be placed on such list. If at the time of filing of the Non-Released Party Exhibit, the Debtors or the Plan Sponsor do not agree as to who should be placed on the Non-Released Party Exhibit, the Plan Supplement shall contain two documents: first, the Non-Released Party Exhibit, which will list any parties as agreed by the Creditors' Committee, the Debtors and the Plan Sponsor, and second, the Additional Party List, which will list any additional parties that the Creditors' Committee believes should be on the Non-Released Party Exhibit. At the Confirmation Hearing, the Debtors or the Plan Sponsor, as applicable, shall be required to present argument as to why the parties on the "Additional Party List" should be exculpated and/or released, and the Creditors' Committee (and any other party that would like) shall be required to present argument as to why such Party should be on the Non-Released Party Exhibit. The Bankruptcy Court shall make the decision, at the Confirmation Hearing, with regard to which, if any, of the parties on the Additional Party List shall be added to the Non-Released Party Exhibit.

Other Priority Claim means any Claim against a Debtor other than an Administrative Expense Claim, a DIP Claim, or a Priority Tax Claim that is entitled to priority of payment as specified in section 507(a) of the Bankruptcy Code.

Other Secured Claim means any Secured Claim against a Debtor other than a Priority Tax Claim, a DIP Claim, or a Syndicated Facility Secured Claim.

Other Unsecured Claims means any Claim against the Debtors (other than an Intercompany Claim) that is (i) not an Administrative Expense Claim, Fee Claim, Priority Tax Claim, Other Priority Claim, Other Secured Claim, DIP Claim, Syndicated Facility Secured Claim, or Unsecured Trade Claim, or (ii) otherwise determined by the Bankruptcy Court to be an Other Unsecured Claim. For the avoidance of doubt, the Syndicated Facility Deficiency Claims shall be deemed Other Unsecured Claims.

Parent Interests means all Interests in Speedcast Parent immediately prior to the Effective Date, including all options, warrants, and ordinary shares.

Person has the meaning set forth in section 101(41) of the Bankruptcy Code.

Petition Date means April 23, 2020.

Plan means this joint chapter 11 plan, including all appendices, exhibits, schedules, and supplements hereto (including any appendices, schedules, and supplements to this Plan that are contained in the Plan Supplement), as may be amended, supplemented or modified from time to time in accordance with the Bankruptcy Code and the terms hereof and in a manner reasonably acceptable to the Plan Sponsor.

Plan Distribution means the payment or distribution of consideration to holders of Allowed Claims and Allowed Interests under this Plan.

Plan Document means any document, other than this Plan, to be executed, delivered, assumed, or performed in connection with the occurrence of the Effective Date, including the Confirmation Order, the Plan Sponsor Agreement and any exhibits thereto, the Amended Organizational Documents, any documentation required in connection with the Litigation Trust, Corporate Restructuring, Corporate Restructuring Steps, Restructuring Transactions, any Speedcast Parent Administration or any other Foreign Enforcement Action, and any other document included in the Plan Supplement, each reasonably acceptable to the Plan Sponsor and the Creditors' Committee, unless otherwise provided herein; *provided* that except to the extent a provision in any Plan Document adversely and disproportionately impacts (a) the treatment of holders of Other Unsecured Claims or Unsecured Trade Claims under the Plan, the Confirmation Order, or the Litigation Trust Agreement, or (b) recovery levels or distributions to holders of Other Unsecured Claims or Unsecured Trade Claims, such provision shall be deemed reasonably acceptable to the Creditors' Committee.

Plan Sponsor means the Initial Sponsor or any Successful Plan Sponsor, if different than the Initial Plan Sponsor, that is selected in the Plan Sponsor Selection Process.

Plan Sponsor Agreement means either (i) the Equity Commitment Agreement with the Initial Sponsor or (ii) such other agreement for the Direct Investment on terms agreed to by the Successful Plan Sponsor and the Debtors, in consultation with the Creditors' Committee, and negotiated and selected in accordance with the Plan Sponsor Selection Process.

Plan Sponsor Selection Process means the process for identifying and selecting a Plan Sponsor as that process is set forth in Exhibit 5 to the Order (i) *Scheduling Combined Hearing on (a) Adequacy of Disclosure Statement and (b) Confirmation of Plan; (ii) Conditionally Approving Disclosure Statement; (iii) Approving Solicitation Procedures and Form and Manner of Notice of Combined Hearing and Objection Deadline; (iv) Fixing Deadline to Object to Disclosure Statement and Plan; (v) Approving Notice and Objection Procedures for the Assumption of Executory Contracts and Unexpired Leases; (vi) Approving Plan Sponsor Selection Procedures; and (viii) Granting Related Relief* entered by the Bankruptcy Court on October [●], 2020 (Docket No. [●]) (the “**Plan Sponsor Selection Procedures**”).

Plan Supplement means a supplement or supplements to this Plan containing certain substantially final forms of documents relevant to the implementation of this Plan, to be filed with the Bankruptcy Court prior to the Confirmation Hearing, which shall include (i) the New Organizational Documents and any other Amended Organizational Documents (to the extent such other Amended Organizational Documents reflect material changes from the Debtors’ existing organizational documents and bylaws); (ii) the slate of directors to be appointed to the New Board, to the extent known and determined; (iii) with respect to the members of the New Board, to the extent known and determined, information required to be disclosed in accordance with section 1129(a)(5) of the Bankruptcy Code; (iv) the Corporate Restructuring Steps; (v) the form of Litigation Trust Agreement, including the selection of the Litigation Trustee; (vi) the schedule of retained Causes of Action to be vested in the Litigation Trust, New Speedcast Parent and/or the other Reorganized Debtors as provided herein; (vii) the Schedule of Assumed Contracts and Leases; (viii) the Non-Released Party Exhibit; and (ix) to the extent applicable, the Additional Party List; *provided*, that, through the Effective Date, the Debtors shall have the right to amend documents included in, and exhibits to, the Plan Supplement or amendments thereto in accordance with the terms of (and subject to the consent rights provided in) this Plan.

Prepetition Lender means a holder of Prepetition Loans.

Prepetition Loans means the Loans under and as defined in the Syndicated Facility Agreement, including, for the avoidance of doubt, the New Incremental Term Loans (as defined in the Incremental Assumption and Amendment Agreement, dated as of October 16, 2018).

Prepetition Secured Parties means the Prepetition Lenders, the Prepetition Agent (as defined in the Syndicated Facility Agreement) and all other holders of Syndicated Facility Secured Claims under the Syndicated Facility Agreement and related documents.

Priority Tax Claim means any Claim of a Governmental Unit of the kind entitled to priority in payment under sections 502(i) and 507(a)(8) of the Bankruptcy Code.

Pro Rata means the proportion that an Allowed Claim or Allowed Interest in a particular Class bears to the aggregate amount of Allowed Claims or Allowed Interests in that Class.

Professional Person means any Person retained by order of the Bankruptcy Court in connection with these Chapter 11 Cases pursuant to sections 327, 328, 330, 331, 503(b), or 1103 of the Bankruptcy Code, excluding any ordinary course professional retained pursuant to an order of the Bankruptcy Court.

Reinstated or Reinstatement means (a) leaving unaltered the legal, equitable, and contractual rights to which a Claim entitles the holder of such Claim in accordance with section 1124 of the Bankruptcy Code, or (b) if applicable under section 1124 of the Bankruptcy Code: (i) curing all prepetition and postpetition defaults other than defaults relating to the insolvency or financial condition of the applicable Debtor or its status as a debtor under the Bankruptcy Code; (ii) reinstating the maturity date of the Claim; (iii) compensating the holder of such Claim for damages incurred as a result of its reasonable reliance on a contractual provision or such applicable law allowing the Claim's acceleration; and (iv) not otherwise altering the legal, equitable or contractual rights to which the Claim entitles the holder thereof.

Released Parties means, collectively, and in each case solely in their capacities as such: (i) the Debtors; (ii) the Reorganized Debtors; (iii) the Debtors' non-Debtor affiliates; (iv) the DIP Lenders; (v) the Prepetition Lenders who vote in favor of the Plan; (vi) the Creditors' Committee; (vii) each of the Creditors' Committee's current and former members (solely in their capacity as members of the Creditors' Committee); (viii) the DIP Agent; (ix) the Disbursing Agent; (x) the Initial Plan Sponsor; (xi) with respect to each of the foregoing, where any of the foregoing is an investment manager or advisor for a beneficial holder, such beneficial holder; (xii) with respect to each of the foregoing Persons in clauses (i) through (xi), each of their affiliates, predecessors, successors, assigns, direct and indirect subsidiaries, affiliated investment funds or investment vehicles, managed accounts, funds and other entities, investment advisors, sub-advisors and managers with discretionary authority; and (xiii) with respect to each of the foregoing Persons in clauses (i) through (xii), each of their respective current and former officers and directors, principals, equity holders, members, partners, managers, employees, subcontractors, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, and such Person's respective heirs, executors, estates, servants, and nominees, in each case in their capacity as such; *provided*, that notwithstanding anything to the contrary herein, "Released Parties" shall not include any Non-Released Parties listed on the Non-Released Party Exhibit.

Releasing Parties means, collectively, and in each case solely in their capacities as such: (i) the holders of all Claims or Interests that vote to accept the Plan, (ii) the holders of all Claims whose vote to accept or reject the Plan is solicited but that do not vote either to accept or to reject the Plan, (iii) the holders of all Claims that vote on, or are deemed to reject, the Plan, but do not opt out (in writing) of granting the releases set forth herein, (iv) the holders of all Claims and Interests, including any Claims or Interests that are Unimpaired, that were given notice of the opportunity to opt out of granting the releases set forth herein but did not opt out, and (v) the Released Parties.

Reorganized Debtors means the Debtors, as reorganized as of the Effective Date in accordance with this Plan, and, unless otherwise specified, New Speedcast Parent.

Restructuring means the financial and operational restructuring of the Debtors, the principal terms of which are set forth in this Plan and the Plan Supplement and which shall be implemented in accordance with (and subject to the consent rights set forth in) the Plan Sponsor Agreement.

Restructuring Expenses means out-of-pocket expenses reasonably incurred by the Initial Plan Sponsor or its affiliates whether prior to or after the date hereof, including (a) all reasonable and documented fees, out-of-pocket expenses and costs relating to the Chapter 11 Cases, (b) all reasonable and documented fees and expenses incurred in connection with the Chapter 11 Cases by the Initial Plan Sponsor or its affiliates, whether prior to or after the date hereof, including the fees and expenses of (i) Wachtell, Lipton, Rosen & Katz, Vinson & Elkins LLP, and MinterEllison, and (ii) any other local legal counsel or other advisors in any foreign jurisdictions and/or board consultants reasonably retained by the Plan Sponsor, payable in accordance with the terms of any applicable engagement or fee letters executed with such parties and without the requirement for the filing of retention applications, fee applications, or any other application in the Chapter 11 Cases; and (c) all reasonable and documented fees, costs or expenses payable in accordance with the Plan Support Agreement, each of which shall be Allowed as Administrative Expense Claims upon incurrence and shall not be subject to any offset, defense, counterclaim, reduction, or credit payable in accordance with the DIP Orders.

Restructuring Transactions means one or more transactions to occur, which shall include and, to the extent applicable, be consummated in accordance with the Corporate Restructuring Steps, on or prior to the Effective Date or as soon as reasonably practicable thereafter, that may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan, including (i) the execution and delivery of appropriate agreements or other documents containing terms that are consistent with or reasonably necessary to implement the terms of this Plan and that satisfy the requirements of applicable law; (ii) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any property, right, liability, duty, or obligation on terms consistent with the terms of the Plan; (iii) any transaction required in connection with a Foreign Enforcement Action; and (iv) all other actions that the Debtor or Reorganized Debtors, as applicable, determine are reasonably necessary or appropriate and that are not inconsistent with the Plan or the Plan Sponsor Agreement, subject, in the case of each of clauses (i) through (iv), to the terms of the Plan Sponsor Agreement (including the applicable consent and approval rights thereunder) and to the extent not addressed therein, the reasonable consent of the Plan Sponsor.

Schedule of Assumed Contracts and Leases means the schedule of executory contracts and unexpired leases to be assumed by the Debtors, if any, to be filed as part of the Plan Supplement.

Schedules means, the schedules of assets and liabilities, statements of financial affairs, lists of holders of Claims and Interests, and all amendments or supplements thereto filed by the Debtors with the Bankruptcy Court.

Secured Claim means a Claim to the extent (i) secured by a Lien on property of a Debtor's Estate, the amount of which is equal to or less than the value of such property (a) as set forth in this Plan, (b) as agreed to by the holder of such Claim and the Debtors, or (c) as

determined by a Final Order in accordance with section 506(a) of the Bankruptcy Code or (ii) subject to any setoff right of the holder of such Claim under section 553 of the Bankruptcy Code.

Security means any “security” as such term is defined in section 101(49) of the Bankruptcy Code.

SFA Loan Documents means the “Loan Documents” as defined in the Syndicated Facility Agreement.

SFA Loan Parties means each borrower and guarantor under the Syndicated Facility Agreement.

SFA Secured Claim Cash Pool means an amount of Cash equal to (x) the Allowed SFA Secured Claim Amount, minus (y) any Non-Cash Consideration.

Speedcast Entities means Speedcast Parent together with its Debtor and non-Debtor direct and indirect subsidiaries.

Speedcast Parent means SpeedCast International Limited.

Speedcast Parent Administration means, as may be required or prudent to implement this Plan or the Restructuring Transactions under the laws of Australia, a voluntary administration of Speedcast Parent under Part 5.3A of the *Corporations Act 2001* (Cth) involving the appointment of a voluntary administrator under the laws of Australia and the execution and approval of a Deed of Company Arrangement under the laws of Australia to be implemented by a deed administrator.

Speedcast Parent Liquidation means, as may be required or prudent to implement this Plan or the Restructuring Transactions under the laws of Australia, a voluntary winding up of Speedcast Parent under Part 5.5 of the *Corporations Act 2001* (Cth) involving the appointment of a liquidator under the laws of Australia and the winding down of Speedcast Parent, subject to the terms of the Equity Commitment Agreement.

Speedcast Parent Budget means an amount set forth in the Plan Supplement to be agreed between the Debtors and the Plan Sponsor for the purpose of effectuating the Plan and any other proceedings with respect to Speedcast Parent.

Subordinated Claim means any Claim that is subject to (i) subordination under section 510(b) of the Bankruptcy Code or (ii) equitable subordination as determined by the Bankruptcy Court in an order that is not subject to any stay of enforcement, including any Claim for or arising from the rescission of a purchase, sale, issuance, or offer of a Security of any Debtor; for damages arising from the purchase or sale of such a Security; or for reimbursement, indemnification, or contribution allowed under section 502 of the Bankruptcy Code on account of such Claim.

Successful Plan Sponsor means the Initial Plan Sponsor or such other entity or entities selected pursuant to the Plan Sponsor Selection Process by the Debtors, in consultation

with the Creditors' Committee, to sponsor and consummate this Plan through the Direct Investment and the Plan Sponsor Agreement.

Syndicated Facility Agent means Black Diamond Commercial Finance, L.L.C., in its capacity as administrative agent, collateral agent and security trustee under the Syndicated Facility Agreement, and together with any of its successors in such capacity.

Syndicated Facility Agreement means that certain Syndicated Facility Agreement, dated as of May 15, 2018 (as amended, restated, supplemented or otherwise modified from time to time), by and among Speedcast Parent and certain of its subsidiaries, as borrowers, the lenders party thereto from time to time, and the Syndicated Facility Agent.

Syndicated Facility Claim means any Claim arising under or related to the Syndicated Facility Agreement, and the Collateral Documents (as defined in the Syndicated Facility Agreement), plus any unpaid accrued interest, other fees, and unpaid reasonable fees and expenses as of the Petition Date (other than in respect of any Letters of Credit issued thereunder and cash collateralized pursuant to Section 5.4(d) of this Plan). For the avoidance of doubt, CACIB's Claim in an amount of \$23,003,008 shall be included as a Syndicated Facility Claim and is deemed Allowed, and was deemed Allowed pursuant to the CACIB Settlement Order.

Syndicated Facility Deficiency Claim means, as determined in accordance with section 506(a) of the Bankruptcy Code, the unsecured portion of any Allowed Syndicated Facility Claim, which shall be in an amount equal to the greater of (i)(a) the Allowed Syndicated Facility Claims against the applicable Debtor SFA Loan Party, minus (b) the amount of such Allowed Syndicated Facility Secured Claim that is determined to be secured and (ii) zero.

Syndicated Facility Secured Claim means, any Claim arising under or related to the Syndicated Facility Agreement, and the Collateral Documents (as defined in the Syndicated Facility Agreement), secured by a valid, perfected, and enforceable Lien on collateral to the extent of the value of such collateral, as determined in accordance with section 506(a) of the Bankruptcy Code (other than in respect of any Letters of Credit issued thereunder and cash collateralized pursuant to Section 5.4(d) of this Plan).

Tax Code means the Internal Revenue Code of 1986, as amended.

Trade Claim Cash Amount means the amount to be paid on the Effective Date, or as soon as reasonably practicable thereafter, to holders of Allowed Unsecured Trade Claims, which shall be in an amount equal to \$25,000,000.

Unimpaired means, with respect to a Claim, Interest, or Class of Claims or Interests, not "impaired" within the meaning of such term in sections 1123(a)(4) and 1124 of the Bankruptcy Code.

Unsecured Trade Claims means any Allowed unsecured trade vendor claims against the Debtors held by trade vendors crucial to the Debtors' businesses.

U.S. Trustee means the United States Trustee for Region 7.

Voting Deadline means December 8, 2020 at 5:00 p.m. (prevailing Central Time), or such other date and time as may be set by the Bankruptcy Court by which all Persons or Entities entitled to vote on the Plan must vote to accept or reject the Plan.

1.2 *Interpretation; Application of Definitions; Rules of Construction.*

Unless otherwise specified, all section or exhibit references in this Plan are to the respective section in or exhibit to this Plan, as the same may be amended, waived, or modified from time to time. The words “herein,” “hereof,” “hereto,” “hereunder,” and other words of similar import refer to this Plan as a whole and not to any particular section, subsection, or clause contained therein and have the same meaning as “in this Plan,” “of this Plan,” “to this Plan,” and “under this Plan,” respectively. The words “includes” and “including” are not limiting and shall be deemed to be followed by the words “without limitation.” The headings in this Plan are for convenience of reference only and shall not limit or otherwise affect the provisions hereof. For purposes herein: (a) in the appropriate context, each term, whether stated in the singular or plural, shall include both the singular and plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (b) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; and (c) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be.

1.3 *Reference to Monetary Figures.*

All references in this Plan to monetary figures shall refer to the legal tender of the United States of America unless otherwise expressly provided.

1.4 *Controlling Document.*

In the event of an inconsistency between this Plan and the Plan Supplement, the terms of the relevant document in the Plan Supplement shall control unless otherwise specified in such Plan Supplement document or instrument. In the event of an inconsistency between this Plan and any other instrument or document created or executed pursuant to this Plan, or between this Plan and the Disclosure Statement, this Plan shall control. The provisions of this Plan and of the Confirmation Order shall be construed in a manner consistent with each other so as to effectuate the purposes of each; *provided*, that if there is determined to be any inconsistency between any provision of this Plan and any provision of the Confirmation Order that cannot be so reconciled, then, solely to the extent of such inconsistency, the provisions of the Confirmation Order shall govern, and any such provisions of the Confirmation Order shall be deemed a modification of this Plan.

ARTICLE II. ADMINISTRATIVE EXPENSE CLAIMS, FEE CLAIMS, AND PRIORITY TAX CLAIMS.

2.1 *Administrative Expense Claims.*

Except as otherwise set forth herein, and except to the extent that a holder of an Allowed Administrative Expense Claim and the Debtors or Reorganized Debtors, as applicable,

agree to different treatment, on the later of the Effective Date and the date on which such Administrative Expense Claim becomes an Allowed Claim, or, in each case, as soon thereafter as is reasonably practicable, each holder of an Allowed Administrative Expense Claim (other than a Fee Claim, a DIP Claim, or a Restructuring Expense) shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for such Allowed Administrative Expense Claim, Cash in an amount equal to the Allowed amount of such Claim; *provided*, that Allowed Administrative Expense Claims that arise in the ordinary course of the Debtors' business, as Debtors in Possession, shall be paid by the Debtors, or the Reorganized Debtors, as applicable, in the ordinary course of business, consistent with past practice and in accordance with the terms and subject to the conditions of any orders or agreements governing, instruments evidencing, or other documents relating to such transactions, without further actions by holders of such Allowed Administrative Expense Claims or further approval by the Bankruptcy Court. For the avoidance of doubt, Professional Persons shall not be required to file a request for payment of Fee Claims as an Administrative Expense Claim, but such Professional Persons shall instead file fee applications as provided in section 2.2 hereof.

2.2 Fee Claims.

(a) All Professional Persons seeking awards by the Bankruptcy Court of compensation for services rendered or reimbursement of expenses incurred through and including the Effective Date under sections 327, 328, 330, 331, 503(b)(2)-(6), or 1103 of the Bankruptcy Code shall (i) file, on or before the date that is forty-five (45) days after the Effective Date, their respective applications for final allowances of compensation for services rendered and reimbursement of expenses incurred and (ii) be paid in full, in Cash, in such amounts as are Allowed by the Bankruptcy Court in accordance with the order(s) relating to or allowing any such Fee Claim. The Reorganized Debtors shall be authorized to pay compensation for professional services rendered after the Effective Date in the ordinary course and without the need for Bankruptcy Court approval.

(b) On or before the Effective Date, the Debtors shall establish and fund the Fee Claim Escrow Account with Cash equal to the Professional Persons' good faith estimates of the Fee Claims in accordance with the DIP Orders. Funds held in the Fee Claim Escrow Account shall not be considered property of the Debtors' Estates or property of the Reorganized Debtors, but shall revert to the Reorganized Debtors only after all Fee Claims now or hereafter Allowed, by the Bankruptcy Court have been paid in full. The Fee Claim Escrow Account shall be held in trust for Professional Persons and for no other parties until all Fee Claims Allowed by the Bankruptcy Court have been paid in full. Fee Claims shall be paid in full, in Cash, in such amounts as are allowed by the Bankruptcy Court (i) on the date upon which a Final Order relating to any such Allowed Fee Claim is entered or (ii) on such other terms as may be mutually agreed upon between the holder of such Allowed Fee Claim and the Reorganized Debtors. The Reorganized Debtors' obligations with respect to the Fee Claims shall not be limited nor deemed limited to the balance of funds held in the Fee Claim Escrow Account. To the extent that funds held in the Fee Claim Escrow Account are insufficient to satisfy the amount of accrued Fee Claims owing to the Professional Persons, such Professional Persons shall have an Allowed Administrative Expense Claim for such deficiency, which shall be satisfied in accordance with section 2.1 of this Plan (without the need for any affected Professional Persons to file a separate request for payment of an Administrative Expense Claim). No Liens, claims, or interests shall

encumber the Fee Claim Escrow Account in any way, other than customary liens in favor of the depository bank at which the Fee Claims Escrow Account is maintained.

(c) Any objections to the Fee Claims shall be served and filed (i) no later than twenty-one (21) days after the filing of the final applications for compensation or reimbursement, or (ii) such later date as ordered by the Bankruptcy Court upon a motion of the Reorganized Debtors.

2.3 *Priority Tax Claims.*

Except to the extent that a holder of an Allowed Priority Tax Claim and the Debtors or Reorganized Debtors, as applicable, agree to different treatment, on the later of the Effective Date and the date on which such Priority Tax Claim becomes an Allowed Claim, or, in each case, as soon thereafter as is reasonably practicable, each holder of an Allowed Priority Tax Claim shall receive, at the option of the Debtors, the Reorganized Debtors, or the Australian Administrator(s) or Australian Deed Administrators, as applicable, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for such Allowed Priority Tax Claim, (i) Cash in an amount equal to the Allowed amount of such Claim, or (ii) equal annual installment payments in Cash (x) beginning on the Effective Date or as soon thereafter as reasonably practicable, or such later date as the Claim is due in the ordinary course over a period ending not later than five (5) years after the Petition Date, together with interest at the applicable non-bankruptcy rate as of the Confirmation Date, subject to the sole option of the Reorganized Debtors to prepay the entire amount of the Allowed Priority Tax Claim and (y) in a manner not less favorable than the most favored non-priority unsecured claim provided for by this Plan; *provided*, that Allowed Priority Tax Claims that arise in the ordinary course of the Debtors' business, as Debtors in Possession, shall be paid by the Debtors, the Reorganized Debtors, or the Australian Administrator(s) or Australian Deed Administrators, each as applicable, in the ordinary course of business, consistent with past practice and in accordance with the terms and subject to the conditions of any orders or agreements governing, instruments evidencing, or other documents relating to such transactions, without further actions by holders of such Priority Tax Claims or further approval by the Bankruptcy Court.

2.4 *DIP Claims.*

(a) As of the Effective Date, the DIP Claims shall be deemed Allowed in the full amount of "Obligations" (as defined in the DIP Credit Agreement) outstanding under the DIP Credit Agreement, including principal, interest, fees, expenses and non-contingent indemnification obligations described therein. On the Effective Date, in full and final satisfaction, settlement, release, and discharge of, and in exchange for each Allowed DIP Claim, each such Allowed DIP Claim shall be paid in full in Cash by the Debtors.

(b) On the later of (1) the Effective Date and (2) the date on which such fees, expenses, or disbursements would be required to be paid under the terms of the DIP Orders, the Debtors or Reorganized Debtors (as applicable) shall pay all other fees, expenses, and disbursements of the DIP Agent and DIP Lenders, in each case that are required to be paid under or pursuant to the DIP Orders.

2.5 CACIB Claim.

CACIB's Claim of \$800,000, referred to as the Priority Recovery Amount in the CACIB Settlement Agreement, is deemed Allowed, and was deemed Allowed pursuant to the CACIB Settlement Order. On the Effective Date, CACIB shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for the Priority Recovery Amount, Cash in an amount of \$800,000.

ARTICLE III. CLASSIFICATION OF CLAIMS AND INTERESTS.**3.1 Classification in General.**

A Claim or an Interest is classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Interest qualifies within the description of such other Classes. A Claim or Interest is placed in a particular Class for all purposes, including voting, confirmation, and distribution under this Plan and under sections 1122 and 1123(a)(1) of the Bankruptcy Code; *provided*, that a Claim or Interest is placed in a particular Class for the purpose of receiving distributions pursuant to this Plan only to the extent that such Claim or Interest is an Allowed Claim or Allowed Interest in that Class and such Claim or Interest has not been satisfied, released, or otherwise settled prior to the Effective Date.

3.2 Formation of Debtor Groups for Convenience Only.

This Plan groups the Debtors together solely for the purpose of describing treatment under this Plan, confirmation of this Plan, and making Plan Distributions in respect of Claims against and Interests in the Debtors under this Plan. Such groupings shall not affect any Debtor's status as a separate legal entity, change the organizational structure of the Debtors' business enterprise, constitute a change of control of any Debtor for any purpose, cause a merger or consolidation of any legal entities, or cause the transfer of any Assets. Except as otherwise provided or permitted under this Plan, this Plan is not premised upon and shall not cause the substantive consolidation of the Debtors or any non-Debtor affiliate, and, all Debtors shall continue to exist as separate legal entities unless otherwise contemplated in the Corporate Restructuring.

3.3 Summary of Classification of Claims and Interests.

The following table designates the Classes of Claims against and Interests in the Debtors and specifies which Classes are: (a) Impaired and Unimpaired under this Plan; (b) entitled to vote to accept or reject this Plan in accordance with section 1126 of the Bankruptcy Code, and (c) deemed to accept or reject this Plan:

<u>Class</u>	<u>Type of Claim or Interest</u>	<u>Impairment</u>	<u>Entitled to Vote</u>
Class 1	Other Priority Claims	Unimpaired	No (Deemed to accept)

<u>Class</u>	<u>Type of Claim or Interest</u>	<u>Impairment</u>	<u>Entitled to Vote</u>
Class 2	Other Secured Claims	Unimpaired	No (Deemed to accept)
Class 3	Syndicated Facility Secured Claims	Unimpaired	Yes ²
Class 4A	Unsecured Trade Claims	Impaired	Yes
Class 4B	Other Unsecured Claims	Impaired	Yes
Class 5	Intercompany Claims	Unimpaired	No (Deemed to accept)
Class 6	Subordinated Claims	Impaired	No (Deemed to reject)
Class 7	Parent Interests	Impaired	No (Deemed to reject)
Class 8	Intercompany Interests	Unimpaired / Impaired	No (Deemed to accept/reject)

3.4 *Special Provisions Concerning Unimpaired Claims.*

Except as otherwise explicitly provided in this Plan, nothing herein shall affect the rights of the Reorganized Debtors in respect of any Unimpaired Claim, including all rights in respect of the legal and equitable defenses to, or setoffs or recoupments against, any such Unimpaired Claims.

3.5 *Separate Classification of Other Secured Claims.*

Although all Other Secured Claims have been placed in one Class for purposes of nomenclature within this Plan, each Other Secured Claim, to the extent secured by a Lien on Collateral different from the Collateral securing another Other Secured Claim, shall be treated as being in a separate sub-Class for the purposes of receiving Plan Distributions.

3.6 *Elimination of Vacant Classes.*

Any Class that, as of the commencement of the Confirmation Hearing, does not have at least one holder of a Claim or Interest that is Allowed in an amount greater than zero for voting purposes shall be considered vacant, deemed eliminated from this Plan for purposes of voting to accept or reject this Plan, and disregarded for purposes of determining whether this Plan satisfies section 1129(a)(8) of the Bankruptcy Code with respect to such Class. Any Claim or Interest in a Class that is considered vacant under this Plan shall receive no Plan Distribution.

3.7 *Voting Classes; Presumed Acceptance by Non-Voting Classes*

If a Class contains Claims eligible to vote and no holder of Claims eligible to vote in such Class votes to accept or reject the Plan, the Plan shall be presumed accepted by the holders of such Claims in such Class.

² The Debtors are soliciting votes to accept or reject the Plan from holders of Syndicated Facility Secured Claims to the extent Class 3 is determined to be Impaired under the Plan by the Bankruptcy Court. The Debtors reserve all rights to the extent Class 3 is determined to be Impaired.

3.8 Voting; Presumptions; Solicitation

(a) Acceptance by Certain Impaired Classes. Only holders of Allowed Claims in Classes 3,³ 4A, and 4B are entitled to vote to accept or reject this Plan. An Impaired Class of Claims shall have accepted this Plan if (i) the holders of at least two-thirds (2/3) in amount of the Allowed Claims actually voting in such Class have voted to accept this Plan and (ii) the holders of more than one-half (1/2) in number of the Allowed Claims actually voting in such Class have voted to accept this Plan. Holders of Claims in Classes 3, 4A, and 4B will receive ballots containing detailed voting instructions.

(b) Deemed Acceptance by Unimpaired Classes. Holders of Claims or Interests in Classes 1, 2, 5, and, to the extent holders of Interests in Class 8 are Unimpaired by the Plan, Class 8 are conclusively deemed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Accordingly, such holders are not entitled to vote to accept or reject this Plan.

(c) Deemed Rejection by Impaired Classes. Holders of Claims or Interests in Classes 6, 7, and, to the extent holders of Interests in Class 8 are Impaired by the Plan, Class 8 are conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Accordingly, such holders are not entitled to vote to accept or reject this Plan.

3.9 Cramdown.

If any Class is deemed to reject this Plan or is entitled to vote on this Plan and does not vote to accept this Plan, the Debtors may (i) seek confirmation of this Plan under section 1129(b) of the Bankruptcy Code or (ii) subject to Section 12.1, amend or modify this Plan in accordance with the terms hereof and the Bankruptcy Code. If a controversy arises as to whether any Claims or Interests, or any class of Claims or Interests, are Impaired, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the Confirmation Date.

3.10 No Waiver.

Nothing contained in this Plan shall be construed to waive a Debtor's or other Person's right to object on any basis to any Claim.

ARTICLE IV. TREATMENT OF CLAIMS AND INTERESTS.

4.1 Class 1: Other Priority Claims.

(a) Treatment: The legal, equitable, and contractual rights of the holders of Allowed Other Priority Claims are unaltered by this Plan. Except to the extent that a holder of an Allowed Other Priority Claim agrees to different treatment in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Other Priority Claim, on

³ The Debtors are soliciting votes to accept or reject the Plan from holders of Syndicated Facility Secured Claims to the extent Class 3 is determined to be Impaired under the Plan by the Bankruptcy Court.

the later of the Effective Date and the date that is ten (10) Business Days after the date such Other Priority Claims becomes an Allowed Claim, or, in each case, as soon as reasonably practicable thereafter, each holder of an Allowed Other Priority Claim shall receive, on account of such Allowed Claim, (i) Cash in an amount equal to the Allowed amount of such Claim, or (ii) other treatment consistent with the provisions of 1129 of the Bankruptcy Code; *provided*, that Allowed Other Priority Claims that arise in the ordinary course of the Debtors' business, shall be paid by the Debtors or the Reorganized Debtors, as applicable, in the ordinary course of business, consistent with past practice and in accordance with the terms and subject to the conditions of any orders or agreements governing, instruments evidencing, or other documents establishing, such liabilities without further actions by holders of such Other Priority Claims or further approval by the Bankruptcy Court.

(b) Impairment and Voting: Allowed Other Priority Claims are Unimpaired. In accordance with section 1126(f) of the Bankruptcy Code, the holders of Allowed Other Priority Claims are conclusively presumed to accept this Plan and are not entitled to vote to accept or reject this Plan, and the votes of such holders will not be solicited with respect to such Allowed Other Priority Claims.

4.2 Class 2: Other Secured Claims.

(a) Treatment: The legal, equitable, and contractual rights of the holders of Allowed Other Secured Claims are unaltered by this Plan. Except to the extent that a holder of an Allowed Other Secured Claim agrees to different treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Other Secured Claim, on the later of the Effective Date and the date on which such Other Secured Claim becomes an Allowed Claim, or, in each case, as soon thereafter as is reasonably practicable, each holder of an Allowed Other Secured Claim shall receive on account of such Allowed Claim, at the option of the applicable Reorganized Debtor(s): (i) Cash in an amount equal to the Allowed amount of such Claim, (ii) Reinstatement or such other treatment sufficient to render such holder's Allowed Other Secured Claim Unimpaired pursuant to section 1124 of the Bankruptcy Code, or (iii) such other recovery necessary to satisfy the provisions of section 1129 of the Bankruptcy Code.

(b) Impairment and Voting: Allowed Other Secured Claims are Unimpaired. In accordance with section 1126(f) of the Bankruptcy Code, the holders of Allowed Other Secured Claims are conclusively presumed to accept this Plan and are not entitled to vote to accept or reject this Plan, and the votes of such holders will not be solicited with respect to such Allowed Other Secured Claims.

4.3 Class 3: Syndicated Facility Secured Claims.

(a) Allowance and Treatment: On the Effective Date, except to the extent that a holder of an Allowed Syndicated Facility Secured Claim agrees to different treatment in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Syndicated Facility Secured Claim under the Plan Sponsor Agreement, each holder of an Allowed Syndicated Facility Secured Claim, which Claims are deemed Allowed in the aggregate amount equal to the Allowed SFA Secured Claim Amount, shall receive, on account of such

Allowed Syndicated Facility Secured Claim its Pro Rata share of the SFA Secured Claim Cash Pool in Cash.

(b) Impairment and Voting: Allowed Syndicated Facility Secured Claims are Unimpaired. The Debtors are soliciting votes to accept or reject the Plan from holders of Syndicated Facility Secured Claims to the extent Class 3 is determined to be Impaired under the Plan by the Bankruptcy Court. Accordingly, holders of Allowed Syndicated Facility Secured Claims are entitled to vote on this Plan.

4.4 Class 4A: Unsecured Trade Claims.

(a) Treatment: On the Effective Date, or as soon as reasonably practicable thereafter, except to the extent that a holder of an Allowed Unsecured Trade Claim agrees or has agreed to different treatment in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Unsecured Trade Claim, each holder of an Allowed Unsecured Trade Claim shall receive its Pro Rata share of the Trade Claim Cash Amount in Cash.

(b) Impairment and Voting: Allowed Unsecured Trade Claims are Impaired. Holders of Allowed Unsecured Trade Claims are entitled to vote on this Plan.

4.5 Class 4B: Other Unsecured Claims

(a) Treatment: Each holder of an Allowed Other Unsecured Claim shall receive its Pro Rata share of the Litigation Trust Distributable Proceeds from the Litigation Trust as and when provided for in the Litigation Trust Agreement, subject to Section 5.20 of the Plan. For the avoidance of doubt, this Class 4B (Other Unsecured Claims) shall include the Syndicated Facility Deficiency Claim.

(b) Impairment and Voting: Allowed Other Unsecured Claims are Impaired. Holders of Allowed Other Unsecured Claims are entitled to vote on this Plan.

4.6 Class 5: Intercompany Claims.

(a) Treatment: All Intercompany Claims will be adjusted, continued, settled, reinstated, discharged, eliminated, or otherwise managed, in each case to the extent determined to be appropriate by the Debtors or Reorganized Debtors, as applicable, after consultation with the Plan Sponsor.

(b) Impairment and Voting: Allowed Intercompany Claims are either Unimpaired, in which case the holders of such Intercompany Claims conclusively are presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code, or Impaired, in which case the holders of such Intercompany Claims conclusively are presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, holders of Allowed Intercompany Claims are not entitled to vote to accept or reject this Plan, and the votes of such holders will not be solicited with respect to such Allowed Intercompany Claims.

4.7 Class 6: Subordinated Claims.

(a) Treatment: Allowed Subordinated Claims are subordinated to Claims, as applicable, in (i) Class 4A and Class 4B or (ii) Class 7, pursuant to this Plan and section 510 of the Bankruptcy Code. The holders of Allowed Subordinated Claims shall not receive or retain any property under this Plan on account of such Allowed Subordinated Claims.

(b) Impairment and Voting: Allowed Subordinated Claims are Impaired. In accordance with section 1126(g) of the Bankruptcy Code, the holders of such Allowed Subordinated Claims are conclusively presumed to reject this Plan and are not entitled to vote to accept or reject this Plan, and the votes of such holders will not be solicited with respect to such Allowed Subordinated Claims.

4.8 Class 7: Parent Interests.

(a) Treatment: On the Effective Date, all Parent Interests shall be deemed valueless, shall not receive or retain any property or distribution under the Plan and shall be discharged, cancelled, released, and extinguished.

(b) Impairment and Voting: Parent Interests are Impaired. In accordance with section 1126(g) of the Bankruptcy Code, the holders of Parent Interests are conclusively presumed to reject this Plan and are not entitled to vote to accept or reject this Plan, and the votes of such holders will not be solicited with respect to such Parent Interests.

4.9 Class 8: Intercompany Interests.

(a) Treatment: On the Effective Date, at the option of the Reorganized Debtors, in consultation with the Plan Sponsor, all Allowed Intercompany Interests shall either (i) remain unaffected by the Plan and continue in place or (ii) be cancelled (or otherwise eliminated) and holders of such cancelled Intercompany Interests shall not receive or retain any property under the Plan.

(b) Impairment and Voting: Allowed Intercompany Interests are either Unimpaired, in which case the holders of such Intercompany Interests conclusively are presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code, or Impaired, in which case the holders of such Intercompany Interests conclusively are presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, holders of Allowed Intercompany Interests are not entitled to vote to accept or reject this Plan, and the votes of such holders will not be solicited with respect to such Allowed Intercompany Interests.

ARTICLE V. MEANS FOR IMPLEMENTATION; POST-EFFECTIVE DATE GOVERNANCE.

5.1 Settlement of Claims, Interests, and Controversies.

(a) Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the Plan Distributions and other benefits provided under this Plan, the provisions of this Plan shall constitute a good faith compromise and settlement of all Claims,

Interests and controversies relating to the contractual, legal and subordination rights that a holder of a Claim or Interest may have with respect to any Allowed Claim or Allowed Interest or any Plan Distribution on account thereof. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, as of the Effective Date, of each of the compromises and settlements embodied in the Plan, as well as the Bankruptcy Court's finding that all such compromises or settlements are fair, equitable, reasonable, and in the best interest of the Debtors and their Estates. This comprehensive compromise and settlement will be binding on the Debtors, the Reorganized Debtors, and the Speedcast Entities, as applicable, on all Persons who have asserted or could assert any potential Causes of Action, the Creditors' Committee or Litigation Trustee, as applicable, the Prepetition Lenders, and the Prepetition Secured Parties concerning such claims compromised and settled under the Plan (including, for the avoidance of doubt, any and all of the Creditors' Committee's potential (i) objections or challenges to the amount, validity, perfection, enforceability, priority or extent of the Prepetition Loans or the Prepetition Secured Parties' Liens (as defined in the Final DIP Order) and (ii) Challenges (as defined in the Final DIP Order) against the Prepetition Secured Parties). This comprehensive compromise and settlement is the fundamental foundation of the Plan. As such, the approval and consummation of the Plan will conclusively bind all holders of Claims against or Interests in the Debtors and other parties in interest, and the releases and settlements effected under the Plan will be operative as of the Effective Date and subject to enforcement by the Bankruptcy Court from and after the Effective Date, including pursuant to the injunctive provisions of Sections 10.4, 10.5, and 10.9.

(b) On the Effective Date the Litigation Trust shall be established in accordance with the Plan and shall be governed and administered in accordance with the Litigation Trust Agreement. The Litigation Trust Agreement shall be in form and substance reasonably acceptable to the Creditors' Committee and the Debtors. The Debtors and the Estates shall transfer to the Litigation Trust the Litigation Trust Causes of Action, free and clear of all Liens (including all Liens granted to secure the DIP Claims), charges, Claims, encumbrances and interests for the benefit of the holders of Allowed Other Unsecured Claims.

5.2 *Continued Corporate Existence.*

(a) Except as otherwise provided in this Plan, the Debtors shall continue to exist after the Effective Date as Reorganized Debtors in accordance with the applicable laws of the respective jurisdictions in which they are incorporated or organized and pursuant to their applicable Amended Organizational Documents. On or after the Effective Date, each Reorganized Debtor may, in its sole discretion, take such action as permitted by applicable law and such Reorganized Debtor's organizational documents as such Reorganized Debtor may determine is reasonable and appropriate, (i) including causing (A) a Reorganized Debtor to be merged into another Reorganized Debtor or an affiliate of a Reorganized Debtor, (B) a Reorganized Debtor to be liquidated and dissolved or deregistered (or the equivalent in its relevant jurisdiction of incorporation), (C) the legal name of a Reorganized Debtor to be changed, or (D) the closure of a Reorganized Debtor's Chapter 11 Case on the Effective Date or any time thereafter or (ii) as otherwise contemplated pursuant to the Corporate Restructuring, subject in any case, to the terms of the Plan Sponsor Agreement and the consent of the Plan Sponsor, whose consent will not be unreasonably withheld.

(b) On the Effective Date or as soon thereafter as is reasonably practicable, the Reorganized Debtors may take all actions as may be necessary or appropriate to effect any transaction described in, approved by, or necessary or appropriate to effectuate this Plan, including: (i) the execution and delivery of appropriate agreements or other documents of merger, consolidation, contribution, distribution, restructuring, conversion, disposition, transfer, dissolution, or liquidation containing terms that are consistent with the terms of this Plan and the Plan Documents and that satisfy the requirements of applicable law and any other terms to which the applicable Entities may agree; (ii) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of this Plan and having other terms to which the applicable parties agree; (iii) the filing of appropriate certificates of incorporation and memoranda and articles of association and amendments thereto, reincorporation, merger, consolidation, conversion, or dissolution pursuant to applicable law; (iv) the Restructuring Transactions; and (v) all other actions that the applicable Entities determine to be necessary or appropriate, including making filings or recordings that may be required by applicable law subject, in any case, to the terms of the Plan Sponsor Agreement and the consent of the Plan Sponsor, whose consent will not be unreasonably withheld; *provided*, that nothing in this Section 5.2(b) shall be construed to prohibit any Debtor, the Australian Administrator or any other Person from taking any steps towards implementing, if applicable, the Speedcast Parent Administration or any relevant Foreign Enforcement Action prior to the Effective Date.

5.3 Corporate Action.

Upon the Effective Date, all actions contemplated by the Plan shall be deemed authorized and approved in all respects, including (i) the assumption of executory contracts and unexpired leases as provided herein, (ii) the selection of the managers, directors, or officers for the Reorganized Debtors, (iii) the issuance and distribution of New Equity Interests, and (iv) all other actions contemplated by the Plan (whether to occur before, on, or after the Effective Date) subject, in any case, to the terms of the Plan Sponsor Agreement and the consent of the Plan Sponsor, whose consent will not be unreasonably withheld. All matters provided for in the Plan or the Plan Sponsor Agreement involving the corporate or limited liability company structure of the Debtors or the Reorganized Debtors, and any corporate or limited liability company action required by the Debtors or the Reorganized Debtors in connection with the Plan shall be deemed to have occurred and shall be in effect, without any requirement of further action by the security holders, directors, managers, or officers of the Debtors or the Reorganized Debtors.

5.4 Cancellation of Certain Existing Securities and Agreements.

(a) On the Effective Date, except for the purpose of evidencing or effectuating a right to a Plan Distribution and, whether or not for such purpose, as otherwise expressly set forth herein, all agreements, instruments, notes, certificates, indentures, mortgages, security documents, and other instruments or documents evidencing or creating any prepetition Claim or Interest (except for (i) agreements, instruments, notes, certificates, indentures, mortgages, security documents, and other instruments or documents governing, relating to and/or evidencing (a) certain Intercompany Interests not modified by the Plan, and (b) any Reinstated Claim, and (ii) the Syndicated Facility Credit Agreement (including the New Incremental Term Loans (as defined in the Incremental Assumption and Amendment Agreement, dated as of October 16,

2018)), the other SFA Loan Documents and any related instrument, agreement or document solely with respect to the rights, claims, and/or remedies of any Prepetition Lender against another Prepetition Lender(s) or the Syndicated Facility Agent) and any rights of any holder in respect thereof shall be deemed cancelled and of no force or effect and the Debtors shall not have any continuing obligations thereunder; *provided*, that the Plan Sponsor may take such further action to implement the terms of this Plan, including the Restructuring Transactions, as agreed to with the Debtors, Reorganized Debtors, Australian Administrator(s) or Australian Deed Administrator(s), as applicable. For the avoidance of doubt, except as expressly set forth in the Plan, the obligations of the SFA Loan Parties under the SFA Loan Documents shall be deemed satisfied, cancelled, discharged, and of no force or effect.

(b) On and after the Effective Date, all duties, responsibilities or obligations of the Syndicated Facility Agent, the holders of Syndicated Facility Claims, the DIP Agent, and the holders of DIP Claims, in each case under (i) the SFA Loan Documents, and (ii) the DIP Documents (except as provided in Section 2.4 herein), in each case, shall be fully discharged, and such Persons shall have no rights or obligations arising from or related to such agreements, instruments, Securities, or other documentation or the cancellation thereof, except the rights provided for pursuant to the Plan.

(c) Notwithstanding such cancellation and discharge, the DIP Documents, the SFA Loan Documents and any other indenture or agreement that governs the rights of a holder of an Allowed Claim shall continue in effect to the extent necessary (i) to allow the holders of such Claims to receive distributions under the Plan; (ii) to allow the Debtors, the Reorganized Debtors, the Disbursing Agent, and the Litigation Trustee to (1) make distributions pursuant to the Plan on account of such Claims and (2) take any other action reasonably necessary to cause the Plan to become Effective, including by implementing the Restructuring Transactions set forth in this Plan; (iii) to allow holders of Claims to maintain their rights to compensation and indemnification as against any money or property distributable to such holder of Claims; and (iv) to preserve all rights, including rights of enforcement, of the DIP Agent and the Syndicated Facility Agent against any Person other than a Released Party (including the Debtors); *provided*, that, nothing in this Section 5.4 shall affect the discharge of Claims pursuant to the Bankruptcy Code, the Confirmation Order, or the Plan.

(d) Any Letters of Credit that remain outstanding on the Effective Date shall be (i) cash collateralized by the Debtors or Reorganized Debtors, as applicable, pursuant to arrangements reasonably satisfactory to the Plan Sponsor, (ii) terminated, cancelled, or returned undrawn to the applicable Issuing Bank (as defined in the Syndicated Facility Agreement), or (iii) otherwise addressed through arrangements reasonably acceptable to the Plan Sponsor, the applicable Issuing Bank, and the Debtors or Reorganized Debtors, as applicable.

5.5 *Cancellation of Certain Existing Security Interests.*

Upon the full payment or other satisfaction of an Allowed Other Secured Claim or Syndicated Facility Secured Claim, or promptly thereafter, the holder of such Allowed Other Secured Claim and the applicable Prepetition Secured Parties shall deliver to the Debtors or the Reorganized Debtors, as applicable, any Collateral or other property of a Debtor held by such holder, together with any termination statements, instruments of satisfaction, or releases of all

security interests and Liens with respect to its Claim that may be reasonably requested by the Reorganized Debtors to terminate any related financing statements, mortgages, mechanics' or other statutory Liens, or lis pendens, or similar interests or documents.

5.6 Plan Funding.

Plan distributions of Cash shall be funded from the Debtors' Cash on hand as of the applicable date of such Plan Distribution and from the proceeds of the Direct Investment.

5.7 Authorization, Issuance, and Delivery of New Equity Interests.

(a) On the Effective Date, the Debtors or Reorganized Debtors are authorized to distribute and New Speedcast Parent is authorized to issue or cause to be issued and shall issue or cause to be issued New Equity Interests, for distribution in accordance with the terms of this Plan and the Plan Sponsor Agreement, without the need for any further corporate, partnership, limited liability company, or shareholder action. Upon the Effective Date, the authorized equity interests of New Speedcast Parent shall be subject to the terms contained in the New Organizational Documents.

(b) On or (as applicable) before the Effective Date, the appropriate directors, officers, and managers of the Debtors or the Reorganized Debtors, as applicable, shall be authorized and directed to, issue, execute, and deliver the agreements, documents, securities, and instruments contemplated by the Plan (or necessary or desirable to effect the transactions contemplated by the Plan) in the name and on behalf of the Reorganized Debtors. The authorizations and approvals contemplated by Article V shall be effective notwithstanding any requirements under non-bankruptcy law.

5.8 Non-Cash Consideration

On the Effective Date, the Plan Sponsor shall pay to each holder of an Allowed Syndicated Facility Claim Cash in an amount equal to such holder's Pro Rata Share of the Non-Cash Consideration (as defined in the Plan Sponsor Selection Procedures) in accordance with the Plan Sponsor Selection Procedures, if applicable.

5.9 Direct Investment

(a) Upon the Effective Date, New Speedcast Parent shall issue New Equity Interests to the Plan Sponsor for an aggregate purchase price of the Direct Investment Amount subject to the terms and conditions of this Plan and the Plan Sponsor Agreement and any consents or approvals required under each of the foregoing. The proceeds of the Direct Investment may be used to: (i) pay all of the DIP Facility claims, (ii) pay all Restructuring Expenses, (iii) pay all costs associated with the Corporate Restructuring; (iv) fund Plan Distributions, including, for the avoidance of doubt, the Trade Claim Cash Amount and Litigation Trust Cash Amount, and (v) provide the Reorganized Debtors with additional liquidity for working capital and general corporate purposes.

(b) In accordance with the Plan Sponsor Agreement and subject to the terms and conditions thereof, each Plan Sponsor, if more than one, has agreed, severally but not jointly,

to purchase, on or prior to the Effective Date, the amount of New Equity Interests equal to its respective Equity Commitment (as defined in the Plan Sponsor Agreement).

5.10 *Officers and Boards of Directors.*

(a) Upon the Effective Date, the New Board shall be comprised as determined by the Plan Sponsor. If known, the officers and the composition of each board of directors of the Reorganized Debtors shall be disclosed prior to the Effective Date to the extent required by section 1129(a)(5) of the Bankruptcy Code. On the Effective Date, the chairman and each other member of the New Board shall be appointed to serve in accordance with the terms of the New Organizational Documents.

(b) Except to the extent that a member of the board of directors of a Debtor continues to serve as a director of such Reorganized Debtor immediately after the Effective Date, each such member will be deemed to have resigned or shall otherwise cease to be a director of the applicable Debtor as of the Effective Date without any further action required on the part of any such Debtor or member. Commencing on the Effective Date, each of the directors of each of the Reorganized Debtors shall serve pursuant to the terms of the applicable New Organizational Documents of such Reorganized Debtor and may be replaced or removed in accordance with such New Organizational Documents.

(c) The Reorganized Debtors may enter into new employment agreements with key executives on a case by case basis in form and substance acceptable to the Plan Sponsor and in accordance with the Plan Sponsor Agreement.

5.11 *Management Incentive Plan.*

Following the Effective Date, New Speedcast Parent shall enter into the Management Incentive Plan in accordance with the Plan Support Agreement. All awards issued under the Management Incentive Plan will be dilutive of all other New Equity Interests issued pursuant to the Plan.

5.12 *Intercompany Interests.*

To the extent an Intercompany Interest is not cancelled or transferred pursuant to the Plan, on the Effective Date and without the need for any further corporate action or approval of any board of directors, board of managers, managers, or shareholders of any Debtor or Reorganized Debtor, as applicable, such Intercompany Interest shall be unaffected by the Plan, continue in place following the Effective Date and remain in full force and effect.

5.13 *Corporate Restructuring.*

(a) On the Effective Date or as soon as reasonably practicable thereafter, the Debtors, Reorganized Debtors, Australian Administrator(s) or Australian Deed Administrator(s), as applicable, shall take all actions consistent with the Plan, the Plan Sponsor Agreement and the Corporate Restructuring Steps as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Corporate Restructuring under and in connection with this Plan (and subject to the terms of the Plan

Sponsor Agreement (including the applicable consent and approval rights thereunder)); *provided*, that nothing in this Section 5.13 shall be construed to prohibit any Debtor, or any other Person from taking any steps towards implementing, if applicable, the Speedcast Parent Administration, the Deed of Company Arrangement or any relevant Foreign Enforcement Action prior to the Effective Date.

(b) Following the Effective Date, Speedcast Parent may continue operations, be wound down, liquidated, dissolved, and/or deregistered in accordance with the Corporate Restructuring, applicable laws of the respective jurisdictions and this Plan.

(c) Pursuant to sections 1123(a)(5), 1123(b)(4), 1123(b)(6), and 1146(a) of the Bankruptcy Code, the Confirmation Order shall authorize and direct the Corporate Restructuring. Upon the Confirmation Date, the Debtors, the Reorganized Debtors, the Plan Sponsor, the Australian Administrator(s) and the Australian Deed Administrator(s), as applicable, shall be authorized to take any and all actions necessary to consummate the Corporate Restructuring, including, for the avoidance of doubt, commencing and pursuing any Foreign Enforcement Action.

(d) On the closing date of the Corporate Restructuring, all Assets held by or vested in New Speedcast Parent pursuant to the terms of the Plan and the Confirmation Order (in accordance with the Corporate Restructuring and the Plan Sponsor Agreement) shall be free and clear of all Claims, Equity Interests, Liens, charges, encumbrances, and other interests, other than other interests expressly provided or assumed pursuant to the Plan or the documents included in the Plan Supplement.

5.14 *Speedcast Parent.*

(a) Following the Confirmation Date, the Speedcast Parent and/or its board of directors shall have, as may be required or prudent to implement this Plan or the Restructuring Transactions under the laws of Australia, the authority and right to appoint the Australian Administrator(s) without the need for Bankruptcy Court approval, and the Australian Administrator(s) or the Australian Deed Administrator(s), if appointed, shall have the authority and right on behalf of Speedcast Parent, without the need for Bankruptcy Court approval, to carry out and implement the provisions of this Plan and the Deed of Company Arrangement to the extent permitted by applicable law (and not inconsistent with the Corporate Restructuring) in connection with the Speedcast Parent Administration or the Deed of Company Arrangement (as applicable), including to: (i) carry out all of the duties of an administrator or deed administrator under the Corporations Act and at law; (ii) consider the terms of the Deed of Company Arrangement (or the terms of any other deed of company arrangement proposed); (iii) report to creditors of the Speedcast Parent and make recommendations thereto; (iv) convene any meeting of creditors of the Speedcast Parent as required under the Corporations Act; (v) except to the extent Claims have been Allowed, control and effectuate the Claims reconciliation process with respect to Speedcast Parent and its subsidiaries, if any, including to object to, seek to subordinate, compromise or settle any and all Claims against Speedcast Parent and its subsidiaries, if any; (vi) make distributions to holders of Allowed Claims in accordance with the Plan; (vii) prosecute all Causes of Action (that are not Litigation Trust Causes of Action) on behalf of Speedcast Parent and its subsidiaries, elect not to pursue such Causes of Action, and

determine whether and when to compromise, settle, abandon, dismiss, or otherwise dispose of any such Causes of Action, as the Australian Administrator(s) or Australian Deed Administrator(s) may determine is in the best interests of Speedcast Parent and its subsidiaries; (viii) retain professionals to assist in performing its duties under the Plan, Speedcast Parent Administration or the Deed of Company Arrangement; (ix) maintain the books, records, and accounts of Speedcast Parent and its subsidiaries; (x) complete and file, as necessary, all final or otherwise required foreign, federal, state, and local tax returns for Speedcast Parent and its subsidiaries; and (xi) perform other duties and functions that are consistent with the implementation of the Plan, the Speedcast Parent Administration or the Deed of Company Arrangement, including the Corporate Restructuring, Corporate Restructuring Steps, Restructuring and Restructuring Transactions.

(b) Following the Confirmation Date and the appointment of any Australian Administrator(s) as may be required or prudent to implement this Plan or the Restructuring Transactions under the laws of Australia, any Debtor (other than the Speedcast Parent) shall have the authority and right to propose the Deed of Company Arrangement.

(c) In furtherance of the provisions of Section 5.13(b), after the consummation of the Plan, the directors of the Speedcast Parent, the Australian Administrators, the Australian Deed Administrators or the Australian Liquidators (as applicable) may (to the extent not inconsistent with the Corporate Restructuring) wind down, sell, liquidate, and may operate, use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action (that are not retained by or transferred to the Litigation Trust) of the Speedcast Parent and its subsidiaries without approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

(d) Each of the Debtors and Reorganized Debtors shall indemnify and hold harmless any Australian Administrator(s) and Australian Deed Administrator(s) solely in their capacity as such for any losses incurred in such capacity, except to the extent such losses were the result of the gross negligence, willful misconduct, or criminal conduct of such Australian Administrator or Australian Deed Administrator (as applicable).

(e) The Australian Administrator(s), the Australian Deed Administrator(s) or the directors of the Speedcast Parent (as applicable) shall be authorized, on behalf of Speedcast Parent, subject to applicable law but without further action including any action by the stockholders, members, the board of directors, or board of directors or similar governing body of New Speedcast Parent, to (i) file any and all corporate and company documents necessary and/or (ii) enter or cause to enter any Foreign Enforcement Action necessary, in each case to effectuate the Plan, including the Restructuring, Restructuring Transactions, Corporate Restructuring, Corporate Restructuring Steps and the terms of the Deed of Company Arrangement.

(f) Any Australian Administrator(s) and the Australian Deed Administrator(s) shall be permitted to effectuate any Speedcast Parent Administration and Deed of Company Arrangement, as applicable, with the amounts reserved in the Speedcast Parent Budget.

(g) Nothing in this Plan shall be construed to:

(i) prohibit any Debtor, the Australian Administrator(s) or any other Person from taking any steps towards implementing the Speedcast Parent Administration or any relevant Foreign Enforcement Action prior to the Effective Date; or

(ii) require the Australian Administrator(s) or Australian Deed Administrator(s) to take any action, or refrain from taking any action, that would be contrary to their duties, the Corporations Act or law.

5.15 *No Substantive Consolidation.*

The Plan is a joint plan of reorganization of the Debtors for administrative purposes only and constitutes a separate chapter 11 plan for each Debtor. The plan is not premised upon the substantive consolidation with respect to the Classes of Claims or Interests set forth in the Plan.

5.16 *Separability.*

Notwithstanding the combination of the separate plans of reorganization for the Debtors set forth in the Plan for purposes of economy and efficiency, the Plan constitutes a separate chapter 11 plan for each Debtor. Accordingly, if the Bankruptcy Court does not confirm the Plan with respect to one or more Debtors, it may still, subject to the consent of the applicable Debtors and the Plan Sponsor, confirm the Plan with respect to any other Debtor that satisfies the confirmation requirements of section 1129 of the Bankruptcy Code.

5.17 *Restructuring Expenses.*

On the Effective Date, or as soon as reasonably practicable thereafter, the Debtors or the Reorganized Debtors, as applicable, shall pay in full in Cash (to the extent not previously paid during the course of the Chapter 11 Cases) all outstanding Restructuring Expenses billed through the Effective Date, in accordance with the terms of the applicable orders, engagement letters, or other applicable contractual arrangements. All parties entitled to payment pursuant to this Section 5.17 shall estimate their accrued Restructuring Expenses prior to and as of the Effective Date and shall deliver such estimates to the Debtors at least two Business Days before the Effective Date; *provided*, that such estimate shall not be considered an admission or limitation with respect to the fees and expenses of such parties. On the Effective Date, final invoices for all Restructuring Expenses incurred prior to and as of the Effective Date shall be submitted to the Debtors. In addition, the Debtors and the Reorganized Debtors (as applicable) shall continue to pay post-Effective Date, when due and payable in the ordinary course, Restructuring Expenses related to implementation, consummation and defense of the Plan.

5.18 *Reorganized Debtors' Authority.*

After the Effective Date, the Reorganized Debtors may operate the Debtors' business and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

5.19 Subordination Agreements.

Pursuant to section 510(a) of the Bankruptcy Code, all subordination agreements governing Claims or Interests shall be enforced in accordance with such agreement's terms.

5.20 Litigation Trust.

(a) **Creation and Governance of the Litigation Trust.** On the Effective Date, the Debtors and the Litigation Trustee shall execute the Litigation Trust Agreement in a form reasonably acceptable to the Creditors' Committee, and all other necessary steps shall be taken to establish the Litigation Trust in accordance with the Plan and the beneficial interests therein, which shall be for the benefit of the Litigation Trust Beneficiaries. In the event of any conflict between the terms of the Plan and the terms of the Litigation Trust Agreement, the terms of the Plan shall govern. Additionally, on the Effective Date, to the extent permitted by law, the Debtors shall transfer and shall be deemed to transfer to the Litigation Trust all of their rights, title and interest in and to all of the Litigation Trust Assets, and in accordance with section 1141 of the Bankruptcy Code, the Litigation Trust Assets shall automatically vest in the Litigation Trust free and clear of all Claims and Liens, subject only to (a) Litigation Trust Interests, and (b) the expenses of the Litigation Trust as provided for in the Litigation Trust Agreement, and such transfer shall be exempt from any stamp, real estate transfer, mortgage reporting, sales, use or other similar tax. The Litigation Trustee shall be the exclusive trustee of the assets of the Litigation Trust for purposes of 31 U.S.C. § 3713(b) and 26 U.S.C. § 6012(b)(3), as well as the representatives of the Estate of each of the Debtors appointed pursuant to section 1123(b)(3)(B) of the Bankruptcy Code, solely for purposes of carrying out the Litigation Trustee's duties under the Litigation Trust Agreement. The Litigation Trust shall be governed by the Litigation Trust Agreement and administered by the Litigation Trustee.

The powers, rights and responsibilities of the Litigation Trustee shall be specified in the Litigation Trust Agreement and shall include the authority and responsibility to, among other things, take the actions set forth in this Section 5.20. The Litigation Trustee shall hold and distribute the Litigation Trust Assets in accordance with the provisions of the Plan and the Litigation Trust Agreement. Other rights and duties of the Litigation Trustee and the Litigation Trust Beneficiaries shall be as set forth in the Litigation Trust Agreement. After the Effective Date, the Debtors and the Reorganized Debtors shall have no interest in the Litigation Trust Assets except as set forth in the Litigation Trust Agreement.

(b) **Purpose of the Litigation Trust.** The Litigation Trust shall be established for the purpose of (i) evaluating and prosecuting the Litigation Trust Causes of Action, (ii) liquidating the Litigation Trust Assets, and (iii) distributing the Litigation Trust Distributable Proceeds, if any, to the Litigation Trust Beneficiaries in accordance with Treasury Regulation section 301.7701-4(d), with no objective to continue or engage in the conduct of a trade or business.

(c) **Litigation Trustee and Litigation Trust Agreement.** The Litigation Trust Agreement generally will provide for, among other things, payment of the Litigation Trust Expenses. The Litigation Trust Expenses shall be paid solely from the Litigation Trust Assets in accordance with the Plan and the Litigation Trust Agreement.

For the avoidance of doubt, any costs incurred by (i) the Disbursing Agent in making distributions to holders of Claims under the Plan or (ii) the Reorganized Debtors in prosecuting objections to Claims or otherwise administering Claims shall be paid by the Reorganized Debtors, except to the extent the Litigation Trustee seeks to prosecute certain claims objections pursuant to section 7.2(c).

The Litigation Trustee, on behalf of the Litigation Trust, may employ, without further order of the Bankruptcy Court, professionals (including Professionals previously retained by the Creditors' Committee) to assist in carrying out its duties hereunder and may compensate and reimburse the reasonable expenses of these professionals without further order of the Bankruptcy Court from the Litigation Trust Assets in accordance with the Plan and the Litigation Trust Agreement.

In furtherance of and consistent with the purpose of the Litigation Trust and the Plan, the Litigation Trustee, for the benefit of the Litigation Trust, shall (a) hold the Litigation Trust Assets for the benefit of the Litigation Trust Beneficiaries, (b) make distributions of Litigation Trust Distributable Proceeds, if any, as provided herein and in the Litigation Trust Agreement and (c) have the power and authority to prosecute and resolve any Litigation Trust Causes of Action. The Litigation Trustee shall be responsible for all decisions and duties with respect to the Litigation Trust and the Litigation Trust Assets, except as otherwise provided in the Litigation Trust Agreement. In all circumstances, the Litigation Trustee shall act in the best interests of the Litigation Trust Beneficiaries.

(d) ***Compensation and Duties of the Litigation Trustee.*** The salient terms of the Litigation Trustee's employment, including the Litigation Trustee's duties and compensation (which compensation shall be negotiated by the Litigation Trustee, the Debtors, the Plan Sponsor and the Creditors' Committee), shall be set forth in the Litigation Trust Agreement. The Litigation Trustee shall be entitled to reasonable compensation in an amount consistent with that of similar functionaries in similar types of bankruptcy cases.

(e) ***Indemnification of the Litigation Trust Indemnified Persons.*** The Litigation Trust Indemnified Persons shall be held harmless by the Litigation Trust and shall not be liable for actions taken or omitted in their capacity as, or on behalf of, the Litigation Trustee, except those acts that are determined by Final Order to have arisen out of their own intentional fraud, willful misconduct, or gross negligence, and each shall be entitled to be indemnified, held harmless, and entitled to advancement (and indemnification for the same amounts if the Litigation Trust Indemnified Persons do not seek or receive advancement) by or from, as applicable, the Litigation Trust for fees and expenses including, without limitation, reasonable attorney's fees, which such Persons and Entities may incur or may become subject to or in connection with any action, suit, proceeding or investigation that is brought or threatened against such Persons in respect of that Person's or the Litigation Trustee's actions or inactions regarding the implementation or administration of this Plan or the Litigation Trust Agreement, or the discharge of their duties hereunder or the Litigation Trust Agreement, except for any actions or inactions that are determined by Final Order to have arisen from intentional fraud, willful misconduct or gross negligence. Any Claim of the Litigation Trust Indemnified Persons to be indemnified, held harmless, advanced, or reimbursed shall be satisfied from the Litigation Trust or any applicable insurance coverage obtained by the Litigation Trust.

(f) ***Cooperation of Reorganized Debtors.*** Subject to subsection (g) of this Section 5.20, the Debtors or Reorganized Debtors, as applicable, upon reasonable notice, shall provide reasonable cooperation with the Litigation Trustee in the administration of the Litigation Trust, including providing reasonable access to pertinent documents, including books and records, to the extent the Debtors or Reorganized Debtors have such information and/or documents, to the Litigation Trustee sufficient to enable the Litigation Trustee to perform its duties hereunder. All reasonable out-of-pocket costs and expenses incurred, upon prior written request of the Litigation Trustee, by the Debtors or the Reorganized Debtors in connection with actions taken under this subsection (f) shall be at the expense of the Litigation Trust.

(g) ***Preservation of Privilege.*** The Debtors and the Litigation Trust shall enter into a common interest agreement whereby the Debtors will be able to disclose to the Litigation Trust, on a strictly confidential basis, documents, information or communications (whether written or oral) relating to the Litigation Trust Assets that are covered by attorney-client privilege, work product privilege, or other privileges or immunity. Pursuant to the common interest disclosure agreement, the Debtors and the Litigation Trust will agree that, in the case of disclosures made pursuant to the agreement: (i) the documents, information or communications are privileged; (ii) the disclosure is made to the Litigation Trust solely for the specific purpose of enabling the Litigation Trustee to carry out its duties under the Litigation Trust Agreement; and (iii) the Debtors do not intend, by the disclosure, to waive any privileges or immunities as against any other person or entity. Further, the Litigation Trust shall agree: (i) to keep the documents, information and communications (and their contents) strictly confidential, not disclose them to any other party, and preserve and protect all applicable privileges attaching to them; (ii) to return to the Debtors on reasonable demand any documents, information or communications or copies of them (or records of their contents); and (iii) to inform the Debtors immediately if it receives any voluntary or compulsory request for production to a third party of the documents, information or communications (or their contents) to enable the Debtors to assert their privilege. The Litigation Trustee's receipt of such documents, information or communications shall constitute a limited waiver in favor of the Litigation Trustee only, and shall not constitute a waiver of any privilege as against any other party. On the Effective Date, the Reorganized Debtors shall automatically succeed the Debtors as party to such common interest agreement. All privileges shall remain in the control of the Debtors or the Reorganized Debtors, as applicable, and the Debtors or the Reorganized Debtors retain the right to waive their own privileges.

(h) ***Transferability.*** Litigation Trust Interests shall not be certificated and shall be non-transferable other than if transferred by will, intestate succession, or otherwise by operation of law, or as and to the extent determined by the Litigation Trustee.

(i) ***U.S. Federal Income Tax Treatment of the Litigation Trust.*** The Litigation Trust shall be structured to qualify as a "liquidating trust" within the meaning of Treas. Reg. § 301.7701-4(d) and in compliance with Rev. Proc. 94-45, 1994-2 C.B. 684, and, thus, as a "grantor trust" within the meaning of Sections 671 through 679 of the Tax Code to the holders of Other Unsecured Claims, consistent with the terms of the Plan. All assets held by the Litigation Trust on the Effective Date shall be deemed for U.S. federal income tax purposes (i) to have been distributed (subject to any obligations relating to such assets) by the Debtors to the Litigation Trust Beneficiaries (other than the assets allocable to any disputed ownership fund) in

partial satisfaction of such Litigation Trust Beneficiaries' Claims and (ii) immediately thereafter contributed by such Litigation Trust Beneficiaries to the Litigation Trust in exchange for their respective Litigation Trust Interests. The Litigation Trust Beneficiaries will be treated as the deemed owners of the Litigation Trust (other than the assets allocable to any disputed ownership fund). The sole purpose of the Litigation Trust shall be the liquidation and distribution of the Litigation Trust Assets in accordance with Treas. Reg. § 301.7701-4(d), with no objective to continue or engage in the conduct of a trade or business. All parties (including the Debtors and the Estates, holders of Other Unsecured Claims and the Litigation Trustee) shall report consistently with such treatment. All parties shall report consistently with the valuation of the Litigation Trust Assets transferred to the Litigation Trust as determined by the Litigation Trustee (or its designee). The Litigation Trustee shall be responsible for filing U.S. federal tax returns for the Litigation Trust as a grantor trust pursuant to Treas. Reg. § 1.671-4(a). The Litigation Trustee shall annually send to each holder of an interest in the Litigation Trust a separate statement regarding the receipts and expenditures of the trust as relevant for U.S. federal income tax purposes. Subject to definitive guidance from the IRS or a court of competent jurisdiction to the contrary (including the receipt by the Litigation Trustee of a private letter ruling if the Litigation Trustee so requests one, or the receipt of an adverse determination by the IRS upon audit if not contested by the Litigation Trustee), the Litigation Trustee may timely elect to (x) treat any portion of the Litigation Trust allocable to Disputed Claims as a "disputed ownership fund" governed by Treasury Regulation section 1.468B-9 (and make any appropriate elections) and (y) to the extent permitted by applicable law, report consistently with the foregoing for state and local income tax purposes. All parties (including the Debtors and the Estates, holders of Other Unsecured Claims and the Litigation Trustee) shall report for U.S. federal, state, and local income tax purposes consistently with the foregoing.

(j) ***Withholding.*** The Litigation Trustee may withhold and pay to the appropriate taxing authority all amounts required to be withheld pursuant to the Tax Code or any provision of any foreign, state or local tax law with respect to any payment or distribution to the Litigation Trust Beneficiaries. All such amounts withheld and paid to the appropriate taxing authority shall be treated as amounts distributed to such Litigation Trust Beneficiaries for all purposes of the Litigation Trust Agreement. The Litigation Trustee shall be authorized to collect such tax information from the Litigation Trust Beneficiaries (including, without limitation, social security numbers or other tax identification numbers) as it, in its sole discretion, deems necessary to effectuate the Plan, the Confirmation Order and the Litigation Trust Agreement. In order to receive distributions under the Plan, all Litigation Trust Beneficiaries will need to identify themselves to the Litigation Trustee and provide tax information and the specifics of their holdings, to the extent the Litigation Trustee deems appropriate. This identification requirement may, in certain cases, extend to holders who hold their securities in street name. The Litigation Trustee may refuse to make a distribution to any Litigation Trust Beneficiary that fails to furnish such information in a timely fashion, until such information is delivered; *provided, however*, that, upon the delivery of such information by a Litigation Trust Beneficiary, the Litigation Trustee shall make such distribution to which the Litigation Trust Beneficiary is entitled, without interest; and, *provided, further*, that, if the Litigation Trustee fails to withhold in respect of amounts received or distributable with respect to any such holder and the Litigation Trustee is later held liable for the amount of such withholding, such holder shall reimburse the Litigation Trustee for such liability.

(k) ***Litigation Trust Assets.*** The Litigation Trustee shall have the exclusive right on behalf of the Litigation Trust, to institute, file, prosecute, enforce, settle, compromise, release, abandon, or withdraw any and all Litigation Trust Causes of Action without any further order of the Bankruptcy Court, except as otherwise provided herein or in the Litigation Trust Agreement. From and after the Effective Date, the Litigation Trustee, in accordance with section 1123(b)(3) of the Bankruptcy Code, and on behalf of the Litigation Trust, shall serve as a representative of the Estates, solely for purposes of carrying out the Litigation Trustee's duties under the Litigation Trust Agreement. In connection with the investigation, prosecution and/or compromise of the Litigation Trust Causes of Action, the Litigation Trustee may expend such portion of the Litigation Trust Assets as the Litigation Trustee deems necessary. The Litigation Trustee may invest Cash (including any earnings thereon or proceeds therefrom) in any manner permitted to be made by a liquidating trust within the meaning of Treasury Regulation section 301.7701-4(d), as reflected therein, or under applicable IRS guidelines, rulings, or other controlling authorities.

(l) ***Litigation Trust Fees and Expenses.*** From and after the Effective Date, the Litigation Trustee, on behalf of the Litigation Trust, shall, in the ordinary course of business and without the necessity of any approval by the Bankruptcy Court, pay the reasonable professional fees and expenses incurred by the Litigation Trust and any Litigation Trustee Representatives retained by the Litigation Trust from the Litigation Trust Assets, except as otherwise provided in the Litigation Trust Agreement.

(m) ***Distribution of Unrestricted Cash.*** The Litigation Trustee shall distribute to the Litigation Trust Beneficiaries on account of their interests in the Litigation Trust, at least annually, all net proceeds from the monetization of assets, except that the Litigation Trust may retain an amount of net proceeds reasonably necessary to maintain the value of the Litigation Trust Assets or to meet claims and contingent liabilities.

(n) ***Single Satisfaction of Allowed Other Unsecured Claims.*** Notwithstanding anything to the contrary herein, in no event shall holders of Allowed Other Unsecured Claims, as applicable, recover more than the full amount of their Allowed Other Unsecured Claims from the Litigation Trust Distributable Proceeds, if any.

(o) ***Dissolution of the Litigation Trust.*** The Litigation Trustee and the Litigation Trust shall be discharged or dissolved, as the case may be, at such time as (a) the Litigation Trustee determines that the pursuit of additional Litigation Trust Causes of Action is not likely to yield sufficient additional proceeds to justify further pursuit of such claims and (b) all distributions of Litigation Trust Distributable Proceeds, if any, required to be made by the Litigation Trustee under the Plan have been made, but in any event the Litigation Trust shall be dissolved no later than five years after the Effective Date unless the Bankruptcy Court, upon motion made within the six-month period before such fifth anniversary (and, in the event of further extension, at least six months before the end of the preceding extension), determines that a fixed period extension (not to exceed three years, together with any prior extensions, without a favorable letter ruling from the IRS that any further extension would not adversely affect the status of the Litigation Trust as a liquidating trust for federal income tax purposes) is necessary to facilitate or complete the recovery on, and liquidation of, the Litigation Trust Assets. Upon dissolution of the Litigation Trust, any remaining Litigation Trust Assets shall be distributed to

all Litigation Trust Beneficiaries in accordance with the Plan and the Litigation Trust Agreement as appropriate.

ARTICLE VI. DISTRIBUTIONS.

6.1 *Distributions Generally.*

The Disbursing Agent shall make all Plan Distributions to the appropriate holders of Allowed Claims and Allowed Interests in accordance with the terms of this Plan; *provided*, that the Debtors or Reorganized Debtors, as applicable, shall disburse New Equity Interests to the Plan Sponsor; *provided, further*, that notwithstanding anything herein to the contrary, distributions to the Litigation Trust Beneficiaries shall be made by the Litigation Trustee as and when provided for in the Litigation Trust Agreement.

6.2 *No Postpetition Interest on Claims.*

Except as otherwise specifically provided for in this Plan, the Confirmation Order, or another order of the Bankruptcy Court or required by the Bankruptcy Code, and notwithstanding any documents to the contrary that govern the Debtors' prepetition indebtedness, postpetition and/or default interest shall not accrue or be paid on any Claims, and no holder of a Claim shall be entitled to (a) interest accruing on such Claim on or after the Petition Date, or (b) interest at the contractual default rate, as applicable.

6.3 *Date of Distributions.*

Unless otherwise provided in the Plan or Litigation Trust Agreement, on the Effective Date or as soon as reasonably practicable thereafter (or, if a Claim is not an Allowed Claim on the Effective Date, on the date that such Claim becomes Allowed or as soon as reasonably practicable thereafter), each holder of an Allowed Claim shall receive the full amount of the distributions that the Plan provides for such Allowed Claims in their applicable Class. In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day but shall be deemed to have been completed as of the required date. If and to the extent that there are Disputed Claims, distributions on account of any such Disputed Claims shall be made pursuant to the provisions set forth in Article VII of the Plan. Except as otherwise provided in the Plan or the documents included in the Plan Supplement, holders of Claims shall not be entitled to interest, dividends, or accruals on any Plan Distributions.

6.4 *Distribution Record Date.*

As of the close of business on the Distribution Record Date, the various lists of holders of Claims in each Class, as maintained by the Debtors or their agents, shall be deemed closed, and there shall be no further changes in the record holders of any Claims after the Distribution Record Date. Neither the Debtors, Reorganized Debtors, the Australian Administrator(s), the Australian Deed Administrator(s), nor the Disbursing Agent shall have any obligation to recognize any transfer of a Claim occurring after the close of business on the Distribution Record Date. In addition, with respect to payment of any Cure Amounts or disputes

over any Cure Amounts, none of the Debtors, the Reorganized Debtors, the Australian Administrator(s), the Australian Deed Administrator(s), or the Disbursing Agent shall have any obligation to recognize or deal with any party other than the non-Debtor party to the applicable executory contract or unexpired lease, even if such non-Debtor party has sold, assigned, or otherwise transferred its Claim for a Cure Amount.

6.5 *Disbursing Agent.*

All distributions under this Plan shall be made by the Disbursing Agent on and after the Effective Date as provided herein except distributions to the Litigation Trust Beneficiaries shall be made by the Litigation Trustee as and when provided for in the Litigation Trust Agreement. The Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties. The Reorganized Debtors shall use all commercially reasonable efforts to provide the Disbursing Agent with the amounts of Claims and the identities and addresses of holders of Claims, in each case, as set forth in the Debtors' or the Reorganized Debtors' books and records. The Reorganized Debtors shall cooperate in good faith with the applicable Disbursing Agent (if other than the Reorganized Debtors) to comply with the reporting and withholding requirements outlined in Section 6.17 of this Plan.

6.6 *Delivery of Distributions.*

The Disbursing Agent will issue or cause to be issued, the applicable consideration under this Plan and, subject to Bankruptcy Rule 9010, will make all distributions to any holder of an Allowed Claim as and when required by this Plan (except distributions to the Litigation Trust beneficiaries shall be made by the Litigation Trustee as and when provided for in the Litigation Trust Agreement) at: (i) the address of such holder on the books and records of the Debtors or their agents or (ii) the address in any written notice of address change delivered to the Debtors or the Disbursing Agent, including any addresses included on any transfers of Claim filed pursuant to Bankruptcy Rule 3001. In the event that any distribution to any holder is returned as undeliverable, no distribution or payment to such holder shall be made unless and until the Disbursing Agent has been notified of the then-current address of such holder, at which time or as soon thereafter as reasonably practicable such distribution shall be made to such holder without interest.

6.7 *Unclaimed Property.*

One year from the later of: (i) the Effective Date and (ii) the date that is ten (10) Business Days from the date of distribution, all distributions payable on account of such Claim that are not deliverable and remain unclaimed shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code and shall revert to the Reorganized Debtors automatically and without need for a further order by the Bankruptcy Court (notwithstanding any applicable federal, provincial, or state escheat, abandoned, or unclaimed property laws to the contrary) or their successors or assigns, and all claims of any other Entity (including the holder of a Claim in the same Class) to such distribution shall be discharged and forever barred. The Reorganized Debtors and the Disbursing Agent shall have no obligation to attempt to locate any holder of an Allowed Claim other than by reviewing the Debtors' books and records, the register of the DIP Agent or the Syndicated Facility Agent, as applicable, or filings with the Bankruptcy Court.

6.8 *Satisfaction of Claims.*

Unless otherwise provided herein, any distributions and deliveries to be made on account of Allowed Claims under this Plan shall be in complete and final satisfaction, settlement, and discharge of and exchange for such Allowed Claims.

6.9 *Manner of Payment Under Plan.*

Except as specifically provided herein, at the option of the Debtors, the Reorganized Debtors, the Australian Administrator(s) or the Australian Deed Administrator(s), as applicable, any Cash payment to be made under this Plan may be made by a check or wire transfer or as otherwise required or provided in applicable agreements or customary practices of the Debtors consistent with commonly accepted business practices.

6.10 *Fractional Shares and De Minimis Cash Distributions.*

No fractional New Equity Interests shall be distributed. When any distribution would otherwise result in the issuance of a number of New Equity Interests that is not a whole number, the New Equity Interests subject to such distribution shall be rounded to the next higher or lower whole number as follows: (i) fractions equal to or greater than 1/2 shall be rounded to the next higher whole number and (ii) fractions less than 1/2 shall be rounded to the next lower whole number. The total number of New Equity Interests to be distributed on account of the Direct Investment or otherwise in accordance with the Plan Sponsor Agreement will be adjusted as necessary to account for the rounding provided for herein. No consideration will be provided in lieu of fractional shares that are rounded down. Neither the Reorganized Debtors, Australian Administrator, nor the Disbursing Agent shall have any obligation to make a distribution that is less than one (1) share of New Equity Interests or one hundred dollars (\$100.00) in Cash. Fractional New Equity Interests that are not distributed in accordance with this section shall be returned to, and ownership thereof shall vest in New Speedcast Parent.

6.11 *No Distribution in Excess of Amount of Allowed Claim.*

Notwithstanding anything to the contrary in this Plan, no holder of an Allowed Claim shall receive, on account of such Allowed Claim, Plan Distributions in excess of the Allowed amount of such Claim plus any postpetition interest on such Claim, to the extent such interest is permitted by Section 6.2.

6.12 *Allocation of Distributions Between Principal and Interest.*

Except as otherwise provided in this Plan and subject to Section 6.2 of this Plan, to the extent that any Allowed Claim entitled to a distribution under this Plan is comprised of indebtedness and accrued but unpaid interest thereon, such distribution shall be allocated first to the principal amount of the Claim (as determined for U.S. federal income tax purposes) and then, to the extent of any excess, to the remainder of the Claim, including any Claim for accrued but unpaid interests.

6.13 Exemption from Securities Laws.

The issuance of the New Equity Interests pursuant to the Direct Investment are being made in reliance on the exemption from registration set forth in section 4(a)(2) of the Securities Act and/or Regulation D thereunder. Such Securities will be considered “restricted securities” and may not be offered for sale, sold, or otherwise transferred except pursuant to an effective registration statement under the Securities Act or in a transaction exempt from or not subject to registration under the Securities Act, such as under certain conditions, the resale provisions of Rule 144 of the Securities Act and in accordance with any applicable state securities laws.

6.14 Setoffs and Recoupments.

Each Debtor or Reorganized Debtor, as applicable, or such Entity’s designee, as instructed by such Reorganized Debtor, may, pursuant to section 553 of the Bankruptcy Code or applicable nonbankruptcy law, offset or recoup against any Allowed Claim and the distributions to be made pursuant to this Plan on account of such Allowed Claim any and all Claims, rights, and Causes of Action that such Debtor or Reorganized Debtor or its successors may hold against the holder of such Allowed Claim; *provided*, that neither the failure to effect a setoff or recoupment nor the allowance of any Claim hereunder will constitute a waiver or release by a Debtor or Reorganized Debtor or its successor of any Claims, rights, or Causes of Action that a Reorganized Debtor or its successor or assign may possess against such holder.

6.15 Release of Retained Funds

Any Cash remaining in the Fee Claim Escrow Account, after all applicable distributions or other payments have been made from such Fee Claim Escrow Account shall be released therefrom by the Disbursing Agent and revert to the Reorganized Debtors or their successors or assigns at such dates as may be determined by the Disbursing Agent, but in no event later than the date that is sixty (60) days after all applicable distributions or other payments have been made from such account.

6.16 Rights and Powers of Disbursing Agent.

(a) Powers of Disbursing Agent. The Disbursing Agent shall be empowered to: (i) effect all reasonable actions and execute all agreements, instruments, and other documents necessary to perform its duties under this Plan; (ii) make all applicable distributions or payments provided for under this Plan; (iii) employ professionals to represent it with respect to its responsibilities; and (iv) exercise such other powers (A) as may be vested in the Disbursing Agent by order of the Bankruptcy Court (including any order issued after the Effective Date) or pursuant to this Plan or (B) as deemed by the Disbursing Agent to be necessary and proper to implement the provisions of this Plan.

(b) Expenses Incurred on or After the Effective Date. To the extent the Disbursing Agent is an Entity other than a Debtor or Reorganized Debtor, except as otherwise ordered by the Bankruptcy Court and subject to the written agreement of the Reorganized Debtors, the amount of any reasonable fees and reasonable and documented out-of-pocket

expenses incurred by the Disbursing Agent on or after the Effective Date (including taxes and including for reasonable and documented attorneys' and other professional fees and out-of-pocket expenses) made by the Disbursing Agent shall be paid in Cash by the Reorganized Debtors.

6.17 *Withholding and Reporting Requirements.*

(a) The Reorganized Debtors and the Disbursing Agent shall comply with all applicable withholding and reporting requirements imposed by any federal, state, local, or foreign taxing authority, and all distributions under this Plan shall be subject to any such withholding or reporting requirements. In the case of a non-Cash distribution that is subject to withholding, the distributing party may withhold an appropriate portion of such distributed property and sell such withheld property to generate Cash necessary to pay over the withholding tax. Any amounts withheld pursuant to the preceding sentence shall be deemed to have been distributed to and received by the applicable recipient for all purposes of this Plan. The Reorganized Debtors and the Disbursing Agent shall reasonably cooperate with the relevant recipients of any distributions under this Plan to minimize any withholding to the extent permitted by applicable law.

(b) Notwithstanding the above, each holder of an Allowed Claim that is to receive a distribution under this Plan shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed on such holder by any Governmental Unit, including income, withholding, and other tax obligations, on account of such distribution.

(c) The Reorganized Debtors and the Disbursing Agent may require, as a condition to receipt of a distribution, that the holder of an Allowed Claim provide any information reasonably necessary to allow the distributing party to comply with any such withholding and reporting requirements imposed by any federal, state, local, or foreign taxing authority (including, for the avoidance of doubt, an IRS Form W-9 or (if the holder is a non-U.S. Person) an appropriate IRS Form W-8 (unless such Person is exempt from information reporting requirements under the Tax Code) and so notifies the Reorganized Debtors and the Disbursing Agent).

6.18 *Hart-Scott-Rodino Antitrust Improvements Act*

Any New Equity Interests to be distributed under the Plan to Entity required as a result of such distribution to file a premerger notification and report form under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, to the extent applicable, shall not be distributed until the notification and waiting periods applicable under such Act to such Entity have expired or been terminated.

ARTICLE VII. PROCEDURES FOR RESOLVING CLAIMS.

7.1 *Disputed Claims Generally.*

Except insofar as a Claim is Allowed under the Plan or was Allowed prior to the Effective Date, the Debtors or the Reorganized Debtors, as applicable, shall have and retain any and all rights and defenses such Debtor has with respect to any Disputed Claim, including the

Causes of Action retained pursuant to Section 10.11. Any objections to Claims shall be served and filed on or before: (a) the one hundred twentieth (120th) day following the later of (i) the Effective Date and (ii) the date that a proof of Claim is filed or amended or a Claim is otherwise asserted or amended in writing by or on behalf of a holder of such Claim; or (b) such later date as may be fixed by the Bankruptcy Court. All Disputed Claims not objected to by the end of such one hundred twenty (120) day period shall be deemed Allowed unless such period is extended upon approval of the Bankruptcy Court.

7.2 Resolution of Disputed Claims

(a) On and after the Effective Date, the Reorganized Debtors shall have the duty and authority, and, solely with respect to Other Unsecured Claims, in consultation with the Litigation Trustee, to (i) litigate, compromise, settle, otherwise resolve, or withdraw any objections to all Claims against the Debtors and to compromise and settle any such Disputed Claims without any further notice to or action, order, or approval by the Bankruptcy Court or any other party and (ii) administer and adjust the Claims Register to reflect any such settlements or compromises without any further action, order, notice to, or approval by the Bankruptcy Court or any other party.

(b) Expungement of, or Adjustment to, Paid, Satisfied, or Superseded Claims. Any Claim that has been paid, satisfied, or superseded, or any Claim that has been amended or superseded, may be adjusted or expunged on the Claims Register by the Reorganized Debtors, and, solely with respect to Other Unsecured Claims, in consultation with the Litigation Trustee, without a claims objection having to be filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

(c) Notwithstanding anything herein to the contrary, the Creditors' Committee or Litigation Trustee, as applicable, shall have the right to prosecute or otherwise adjudicate or settle particular objections to Other Unsecured Claims in the event that the Reorganized Debtors and the Litigation Trustee disagree with respect to the treatment of any particular Other Unsecured Claim and the Litigation Trustee shall have standing to seek court intervention to enforce this provision or otherwise resolve any dispute between the Reorganized Debtors and the Litigation Trustee with respect to allowance of Other Unsecured Claims.

(d) Disallowance of Claims. EXCEPT AS OTHERWISE AGREED, ANY AND ALL PROOFS OF CLAIM FILED AFTER THE APPLICABLE DEADLINE FOR FILING SUCH PROOFS OF CLAIM SHALL BE DEEMED DISALLOWED AND EXPUNGED AS OF THE EFFECTIVE DATE WITHOUT ANY FURTHER NOTICE TO OR ACTION, ORDER, OR APPROVAL OF THE BANKRUPTCY COURT, AND HOLDERS OF SUCH CLAIMS MAY NOT RECEIVE ANY DISTRIBUTIONS ON ACCOUNT OF SUCH CLAIMS, UNLESS SUCH LATE PROOF OF CLAIM IS DEEMED TIMELY FILED BY A FINAL ORDER ON OR BEFORE THE LATER OF THE CONFIRMATION HEARING AND THE DATE THAT IS FORTY-FIVE (45) DAYS AFTER THE APPLICABLE DEADLINE FOR FILING SUCH PROOFS OF CLAIM.

7.3 *Estimation of Claims.*

The Debtors or the Reorganized Debtors, as applicable, may at any time request that the Bankruptcy Court estimate any contingent, unliquidated, or Disputed Claim pursuant to section 502(c) of the Bankruptcy Code, regardless of whether the Debtors had previously objected to or otherwise disputed such Claim or whether the Bankruptcy Court has ruled on any such objection. The Bankruptcy Court shall retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including during the pendency of any appeal relating to any such objection. In the event that the Bankruptcy Court estimates any contingent, unliquidated, or Disputed Claim, the amount so estimated shall constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on the amount of such Claim, the Reorganized Debtors may pursue supplementary proceedings to object to the allowance of such Claim.

7.4 *Claims Resolution Procedures Cumulative.*

All of the objection, estimation, and resolution procedures in this Plan are intended to be cumulative and not exclusive of one another. Claims may be estimated and subsequently settled, compromised, withdrawn, or resolved in accordance with this Plan by any mechanism approved by the Bankruptcy Court.

7.5 *No Distributions Pending Allowance.*

No payment or distribution provided under this Plan shall be made on account of a Disputed Claim unless and until (and only to the extent that) such Claim becomes an Allowed Claim.

7.6 *Distributions After Allowance.*

To the extent that a Disputed Claim ultimately becomes an Allowed Claim, distributions (if any) shall be made to the holder of such Allowed Claim in accordance with the provisions of this Plan. As soon as practicable after the date on which the order or judgment of the Bankruptcy Court allowing any Disputed Claim becomes a Final Order, the Disbursing Agent shall provide to the holder of such Claim the distribution (if any) to which such holder is entitled under this Plan as of the Effective Date, without any interest to be paid on account of such Claim unless required by the Bankruptcy Code.

ARTICLE VIII. EXECUTORY CONTRACTS AND UNEXPIRED LEASES.**8.1 *Assumption and Rejection of Executory Contracts and Unexpired Leases.***

(a) As of and subject to the occurrence of the Effective Date, and except as expressly set forth in section 8.4 and 8.5 herein, all executory contracts and unexpired leases to which the Debtors are party shall (subject, in the cases of clauses (ii) and (iii), to the consent of the Plan Sponsor, whose consent will not to be unreasonably withheld) be deemed rejected except for an executory contract or unexpired lease that (i) has been assumed or rejected pursuant to a Final Order prior to entry of the Confirmation Order and in respect to which a

motion for such assumption or rejection has been filed prior to the initial filing of this Plan, (ii) is specifically designated on the Schedule of Assumed Contracts and Leases, or (iii) is the subject of a separate (A) assumption motion filed by the Debtors or (B) rejection motion filed by the Debtors under section 365 of the Bankruptcy Code before the Confirmation Date. The Debtors reserve the right to modify the treatment of any particular executory contract or unexpired lease pursuant to this Plan (subject to the consent rights in this clause (a)). Except as expressly set forth in sections 8.1(d), 8.3, 8.4 and 8.5, the Confirmation Order shall constitute the Bankruptcy Court's approval of the rejection of all the leases and contracts not identified in the Schedule of Assumed Contracts and Leases (subject to the consent rights described in this clause (a)).

(b) Subject to the occurrence of the Effective Date, the payment of any applicable Cure Amount, and the resolution of any Cure Dispute, the entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of the rejections, assumptions, and assignments provided for in this Plan pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Unless otherwise indicated or provided in a separate order of the Bankruptcy Court, rejections, assumptions, or assumptions and assignments of executory contracts and unexpired leases pursuant to this Plan are effective as of the Effective Date. Each executory contract and unexpired lease assumed pursuant to this Plan or by order of the Bankruptcy Court but not assigned to a third party before the Effective Date shall vest in and be fully enforceable by the applicable Reorganized Debtor in accordance with its terms, except as modified by the provisions of this Plan, any order of the Bankruptcy Court authorizing and providing for its assumption, or applicable law.

(c) Unless otherwise provided herein or by separate order of the Bankruptcy Court, each executory contract and unexpired lease that is assumed or assumed and assigned shall include any and all modifications, amendments, supplements, restatements, or other agreements made directly or indirectly by any agreement, instrument, or other document that in any manner affects such executory contract or unexpired lease, without regard to whether such agreement, instrument, or other document is listed in the Schedule of Assumed Contracts and Leases.

(d) Notwithstanding anything to the contrary herein, all intercompany agreements are deemed to be, and shall be treated as, executory contracts under this Plan and, on the Effective Date, shall be assumed pursuant to sections 365 and 1123 of the Bankruptcy Code effective as of the Effective Date regardless of whether such contracts are listed on the Schedule of Assumed Contracts and Leases.

8.2 *Determination of Cure Disputes and Deemed Consent.*

(a) With respect to each executory contract or unexpired lease to be assumed or assumed and assigned by the Debtors, unless otherwise determined by the Bankruptcy Court pursuant to a Final Order or agreed to by the parties thereto, the dollar amount required to Cure any defaults of the Debtors existing as of the Confirmation Date shall be the Cure Amount set in the Cure Notice. The Cure Amount shall be satisfied, under section 365(b)(1) of the Bankruptcy Code, by the Debtors or Reorganized Debtors, as applicable, upon assumption of the relevant executory contract or unexpired lease. In advance of the Confirmation Hearing, the Debtors shall have served a notice on parties to executory contracts and unexpired leases to be assumed

reflecting the Debtors' intent to assume the contract or lease in connection with this Plan and setting forth the proposed Cure Amount (if any). Unless a different agreement has been reached with the counterparty, upon payment in full of the Cure Amount, any and all proofs of Claim based upon an executory contract or unexpired lease that has been assumed in the Chapter 11 Cases or hereunder shall be deemed Disallowed and expunged without any further notice to or action by any party or order of the Bankruptcy Court.

(b) If there is a dispute regarding (i) any Cure Amount, (ii) the ability of the Debtors to provide adequate assurance of future performance (within the meaning of section 365 of the Bankruptcy Code) under the contract or lease to be assumed, or (iii) any other matter pertaining to assumption or assumption and assignment, such dispute shall be heard by the Bankruptcy Court prior to such assumption or assumption and assignment being effective. Any counterparty to an executory contract or unexpired lease that fails to object timely to the notice of the proposed assumption or assumption and assignment of such executory contract or unexpired lease or the relevant Cure Amount by the deadline to object to confirmation of this Plan, shall be deemed to have consented to such assumption or assumption and assignment and the Cure Amount (even if Zero Dollars (\$0)), and shall be forever barred, estopped, and enjoined from challenging the validity of such assumption or assumption and assignment or the amount of such Cure Amount thereafter.

8.3 *Survival of the Debtors' Indemnification and Reimbursement Obligations.*

(a) Notwithstanding anything in the Plan (including Section 10.3 of the Plan), any indemnification of the Debtors' officers, directors, members, agents, or employees (other than Non-Released Parties) who serve in such capacity provided for in the Debtors' bylaws, certificates of incorporation, other formation documents or board resolutions with respect to all present and future actions, suits, and proceedings against the Debtors or such officers, directors, members, managers, agents, or employees based upon any act or omission for or on behalf of the Debtors shall (i) remain in full force and effect, (ii) not be discharged, impaired, or otherwise affected in any way, including by the Plan, the Plan Supplement, or the Confirmation Order, (iii) not be limited, reduced or terminated after the Effective Date, and (iv) survive unimpaired and unaffected irrespective of whether such obligation is owed for an act or event occurring before, on or after the Petition Date, *provided*, that the Reorganized Debtors shall not indemnify officers, directors, members, or managers, as applicable, of the Debtors for any claims or Causes of Action (i) arising out of or relating to any act or omission that constitutes intentional fraud, gross negligence, or willful misconduct or (ii) that are not indemnified by such indemnification obligation; *provided*, further, that the obligations in this section shall not apply to any Non-Released Party and any obligations to indemnify a Non-Released Party shall be terminated upon the occurrence of the Effective Date. All such obligations shall be deemed and treated as executory contracts to be assumed by the Debtors under the Plan and shall continue as obligations of the Reorganized Debtors regardless of whether such obligations are included on the Schedule of Assumed Contracts and Leases. Any claim based on the Debtors' obligations under the Plan shall not be a Disputed Claim or subject to any objection, in either case, by reason of section 502(e)(1)(B) of the Bankruptcy Code.

(b) After the Effective Date, the Reorganized Debtors shall not terminate or otherwise reduce the coverage under any directors' and officers' insurance policies (including

any “tail policy”) in effect as of the Confirmation Date, and all members, managers, directors, and officers of the Debtors who served in such capacity at any time prior to the Effective Date shall be entitled to the full benefits of any such policy for the full term of such policy regardless of whether such members, managers, directors, and/or officers remain in such positions after the Effective Date.

8.4 Compensation and Benefit Plans.

Unless otherwise provided in this Plan and except as applicable to any Non-Released Party, all employment policies, and all compensation and benefits plans, policies, and programs of the Debtors applicable to their respective employees, retirees, and non-employee directors, including all savings plans, retirement plans, healthcare plans, disability plans, severance benefit plans, incentive plans, and life and accidental death and dismemberment insurance plans, are deemed to be, and shall be treated as, executory contracts under this Plan and, on the Effective Date, shall be assumed pursuant to sections 365 and 1123 of the Bankruptcy Code regardless of whether such obligations are identified on the Schedule of Assumed Contracts and Leases. For the avoidance of doubt, any awards granted under the Management Incentive Plan shall be governed by such plan and shall not be subject to any provisions of the foregoing assumed plans, programs, or arrangements.

8.5 Insurance Policies.

All insurance policies to which any Debtor is a party as of the Effective Date shall be deemed to be and treated as executory contracts, shall be assumed or assumed and assigned by the applicable Debtor regardless of whether such obligations are identified on the Schedule of Assumed Contracts and Leases, and shall vest in the Reorganized Debtors and continue in full force and effect thereafter in accordance with their respective terms.

8.6 Rejection Damages Claims.

In the event that the rejection of an executory contract or unexpired lease hereunder results in damages to the other party or parties to such executory contract or unexpired lease, any Claim for such damages shall be classified and treated in Class 4A (Unsecured Trade Claims) or Class 4B (Other Unsecured Claims), as applicable and as determined by the Debtors or Reorganized Debtors, as applicable. Such Claim shall be forever barred and shall not be enforceable against the Debtors or the Reorganized Debtors, as applicable, or their respective Estates, properties or interests in property as agents, successors, or assigns, unless a proof of Claim is filed with the Bankruptcy Court and served upon counsel for the Debtors or the Reorganized Debtors, as applicable, no later than forty-five (45) days after the filing and service of the notice of the occurrence of the Effective Date.

8.7 Reservation of Rights.

(a) Neither the exclusion nor the inclusion by the Debtors of any contract or lease on any exhibit, schedule, or other annex to this Plan or in the Plan Supplement, nor anything contained in this Plan, shall constitute an admission by the Debtors that any such

contract or lease is or is not an executory contract or unexpired lease or that the Debtors or the Reorganized Debtors or their respective affiliates has any liability thereunder.

(b) Except as otherwise provided in this Plan, or in a previously entered order of the Bankruptcy Court, nothing shall waive, excuse, limit, diminish, or otherwise alter any of the defenses, claims, Causes of Action, or other rights of the Debtors or the Reorganized Debtors under any executory or non-executory contract or unexpired or expired lease.

(c) Nothing in this Plan shall increase, augment, or add to any of the duties, obligations, responsibilities, or liabilities of the Debtors or the Reorganized Debtors, as applicable, under any executory or non-executory contract or unexpired or expired lease.

(d) For the avoidance of doubt, nothing in this Plan shall or shall be deemed to constitute a waiver of any rights, claims and/or remedies of any Prepetition Lender against another Prepetition Lender(s) or the Syndicated Facility Agent under the Syndicated Facility Agreement, including, the New Incremental Term Loans (as defined in the Incremental Assumption and Amendment Agreement, dated as of October 16, 2018), the other SFA Loan Documents or any related instrument, agreement or document.

(e) If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of its assumption under this Plan, the Debtors or Reorganized Debtors, as applicable, shall have sixty (60) days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease.

ARTICLE IX. CONDITIONS PRECEDENT TO THE OCCURRENCE OF THE EFFECTIVE DATE.

9.1 *Conditions Precedent to the Effective Date.*

The Effective Date shall not occur unless all of the following conditions precedent have been satisfied or waived in accordance with Section 9.3 of this Plan:

(a) the Bankruptcy Court shall have entered the Confirmation Order and such order shall have become a Final Order;

(b) the DIP Orders shall remain in full force and effect and no event of default under the DIP Documents shall have occurred or be continuing and an acceleration of the obligations or termination of the DIP Lenders' commitments under the DIP Documents shall not have occurred;

(c) the Plan Supplement and all of the schedules, documents, and exhibits contained therein, and all other schedules, documents, supplements and exhibits to the Plan, shall have been filed with the Bankruptcy Court and shall be acceptable to the relevant persons in accordance with the applicable consent and approval rights provided herein or in the Plan Sponsor Agreement;

(d) all conditions precedent to the consummation of the Direct Investment set forth in the Plan Sponsor Agreement shall have been satisfied or waived in accordance with the terms thereof and no termination event thereunder shall have occurred and not been waived;

(e) the Restructuring, Restructuring Transactions, Corporate Restructuring and Corporate Restructuring Steps shall have been (or substantially concurrently shall be) consummated, in each case in accordance with (and subject to the consent rights set forth in) the Plan and Plan Sponsor Agreement;

(f) the Debtors shall have paid all Restructuring Expenses incurred, or estimated to be incurred, through the Effective Date in accordance with the Plan;

(g) the Debtors shall have paid the Litigation Trust Cash Amount to the Litigation Trust and the Trade Claim Cash Amount shall have been funded in accordance with the terms of this Plan and the Plan Sponsor Agreement;

(h) the Plan Sponsor shall have paid any amounts payable by it pursuant to Section 5.8 to the persons entitled thereto;

(i) the Amended Organizational Documents shall have been entered into or otherwise made effective on terms consistent in all material respects with the Plan Sponsor Agreement.

(j) the Litigation Trust Agreement, in form and substance reasonably acceptable to the Creditors' Committee, Plan Sponsor, and the Debtors, shall have been entered into and become effective;

(k) the Company shall have received the full Direct Investment Amount and the New Equity Interests shall have been issued in accordance with the Plan and the Plan Sponsor Agreement;

(l) the Plan shall not have been materially amended, altered or modified from the Plan as confirmed by the Confirmation Order, unless such material amendment, alteration or modification has been made in accordance with Section 12.1 of the Plan and the Plan Sponsor Agreement;

(m) each Subsidiary Guarantor (as defined in the Syndicated Facility Agreement) shall be released pursuant to this Plan, valid action under the SFA, or by order of the Bankruptcy Court from any guarantees of, and all liens on its assets or properties securing, the "Obligations" (as defined in the Syndicated Facility Agreement), or otherwise evidenced in a manner reasonably satisfactory to the Plan Sponsor;

(n) there shall not be in effect any (a) order, opinion, ruling, or other decision entered by any court or other Governmental Unit or (b) U.S. or other applicable law staying, restraining, enjoining, prohibiting, or otherwise making illegal the implementation of any of the transactions contemplated by the Plan;

(o) all Foreign Enforcement Actions necessary to implement the transactions contemplated by this Plan have been successfully resolved and are subject to an order, judgment, or other approval that is in full force and effect and not subject to unfulfilled conditions (other than approval of a Deed of Company Arrangement or other arrangements in connection with the Speedcast Parent Administration to the extent such requires the occurrence of the Effective Date prior to approval), and all applicable waiting periods have expired without any action having been taken by any competent authority that would restrain, prevent, or otherwise impose materially adverse conditions on such transactions;

(p) The Intelsat Contract (as such term is used in the *Order Authorizing Debtors to Enter Into Material Contract with Intelsat US LLC* (Docket No. 545)) shall not have been terminated by the Debtors;

(q) to the extent approval of the Plan Sponsor Agreement or the Plan is required by the shareholders of Speedcast Parent under the ASX Listing Rules or the *Corporations Act 2001* (Cth), (i) Speedcast Parent has received a waiver of the requirement for shareholder approval from the ASX or ASIC (as applicable) or confirmation from the ASX or ASIC (as applicable) that such approval of the transactions contemplated by the Plan Sponsor Agreement and the Plan by the shareholders of Speedcast Parent is not required, and such waiver or confirmation is not revoked or withdrawn; and (ii) if such waiver or confirmation is subject to any conditions, any such conditions are satisfied; and

(r) all governmental and regulatory approvals, orders and consents (including, to the extent applicable, from the Committee on Foreign Investment in the United States, the Defense Counterintelligence and Security Agency, the Bankruptcy Court and the Foreign Investment Review Board of Australia) necessary in connection with the transactions provided for in this Plan have been obtained, are not subject to unfulfilled conditions, and are in full force and effect, and all applicable waiting periods have expired without any action having been taken by any competent authority that would restrain, prevent, or otherwise impose materially adverse conditions on such transactions.

9.2 Timing of Conditions Precedent.

Except as otherwise provided herein, all actions required to be taken on the Effective Date shall take place and shall be deemed to have occurred simultaneously and no such action shall be deemed to have occurred prior to the taking of any other such action.

9.3 Waiver of Conditions Precedent.

(a) Each of the conditions precedent to the occurrence of the Effective Date (other than Section 9.1(a) and 9.1(h)) may be waived in writing by the Debtors subject to the written consent of (i) the Plan Sponsor, and (ii) solely with respect to Section 9.1(p) and conditions precedent related to the Litigation Trust, the Creditors' Committee. If any such condition precedent is waived pursuant to this Section and the Effective Date occurs, each party agreeing to waive such condition precedent shall be estopped from withdrawing such waiver after the Effective Date or otherwise challenging the occurrence of the Effective Date on the basis that such condition was not satisfied. If this Plan is confirmed for fewer than all of the

Debtors subject to Section 5.16 of this Plan, only the conditions applicable to the Debtor or Debtors for which this Plan is confirmed must be satisfied or waived for the Effective Date to occur.

(b) The stay of the Confirmation Order pursuant to Bankruptcy Rule 3020(e) shall be deemed waived by and upon the entry of the Confirmation Order, and the Confirmation Order shall take effect immediately upon its entry.

9.4 *Effect of Failure of a Condition.*

If the conditions listed in Section 9.1 are not satisfied or waived in accordance with Section 9.3 on or before the Outside Date (as defined in, and as may be extended pursuant to, the Plan Sponsor Agreement) or by such later date acceptable to the Plan Sponsor, this Plan shall be null and void in all respects and nothing contained in this Plan or the Disclosure Statement shall (i) constitute a waiver or release of any Claims by or against or any Interests in the Debtors, (ii) prejudice in any manner the rights of any Entity, or (iii) constitute an admission, acknowledgement, offer, or undertaking by the Debtors or any other Entity.

9.5 *Substantial Consummation.*

“Substantial Consummation” of the Plan, as defined in section 1101(2) of the Bankruptcy Code, with respect to any of the Debtors, shall be deemed to occur on the Effective Date with respect to such Debtor.

ARTICLE X. EFFECT OF CONFIRMATION.

10.1 *Binding Effect.*

Except as otherwise provided in section 1141(d)(3) of the Bankruptcy Code, and subject to the occurrence of the Effective Date, on and after the entry of the Confirmation Order, the provisions of this Plan shall bind every holder of a Claim against or Interest in any Debtor and inure to the benefit of and be binding on such holder’s respective successors and assigns, regardless of whether the Claim or Interest of such holder is impaired under this Plan and whether such holder has voted to accept or reject this Plan.

10.2 *Vesting of Assets.*

Except as otherwise provided in this Plan, on and after the Effective Date, all Assets of the Estates, including all claims, rights, and Causes of Action and any property acquired by the Debtors or New Speedcast Parent under or in connection with this Plan, shall vest in each respective Reorganized Debtor free and clear of all Claims, Liens, charges, other encumbrances, and Interests, except as provided pursuant to the Plan, or the Confirmation Order. Subject to the terms of this Plan, on and after the Effective Date, the Reorganized Debtors may operate their businesses whether in or other than in the ordinary course of business, and may use, acquire, and dispose of property and prosecute, compromise, or settle any Claims (including any Administrative Expense Claims) and Causes of Action without supervision of or approval by the Bankruptcy Court and free and clear of any restrictions of the Bankruptcy Code or the Bankruptcy Rules other than restrictions expressly imposed by this Plan or the Confirmation

Order. Without limiting the foregoing, the Reorganized Debtors may pay the charges that they incur on or after the Effective Date for professional fees, disbursements, expenses, or related support services without application to the Bankruptcy Court.

10.3 *Discharge of Claims Against and Interests in the Debtors.*

Upon the Effective Date and in consideration of the distributions to be made under this Plan, except as otherwise provided in this Plan or in the Confirmation Order, each holder (as well as any trustee or agent on behalf of such holder) of a Claim or Interest and any successor, assign, and affiliate of such holder shall be deemed to have forever waived, released, and discharged the Debtors, to the fullest extent permitted by section 1141 of the Bankruptcy Code, of and from any and all Claims, Interests, rights, and liabilities that arose prior to the Effective Date, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands or liabilities that arose before the Effective Date, any liability (including withdrawal liability) to the extent such Claims or Interests relate to services performed by employees of the Debtors before the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code. Except as otherwise provided in this Plan, upon the Effective Date, all such holders of Claims and Interests and their successors, assigns, and affiliates shall be forever precluded and enjoined, pursuant to sections 105, 524, and 1141 of the Bankruptcy Code, from prosecuting or asserting any such discharged Claim against or terminated Interest in any Debtor or any Reorganized Debtor or any of their assets or properties.

10.4 *Term of Pre-Confirmation Injunctions and Stays.*

Unless otherwise provided in this Plan, all injunctions and stays arising under or entered during the Chapter 11 Cases, whether under sections 105 or 362 of the Bankruptcy Code or otherwise, and in existence on the date of entry of the Confirmation Order, shall remain in full force and effect until the later of the Effective Date and the date indicated in the order providing for such injunction or stay.

10.5 *Plan Injunction.*

(a) Except as otherwise provided in the Plan or in the Confirmation Order, from and after the Effective Date, pursuant to section 524(a) of the Bankruptcy Code, all Persons or Entities who have held, hold, or may hold Claims or Interests (whether proof of such Claims or Interests has been filed or not and whether or not such Persons or Entities vote in favor of, against or abstain from voting on the Plan or are presumed to have accepted or deemed to have rejected the Plan), and other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, and affiliates, that have been released, discharged, or are subject to exculpation, are, with respect to any such Claim or Interest, permanently enjoined after the entry of the

Confirmation Order from: (i) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including any proceeding in a judicial, arbitral, administrative, or other forum) against or affecting, directly or indirectly, a Debtor, a Reorganized Debtor, a Released Party, or an Estate or the property of any of the foregoing, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons mentioned in this subsection (i) or any property of any such transferee or successor; (ii) enforcing, levying, attaching (including any prejudgment attachment), collecting, or otherwise recovering in any manner or by any means, whether directly or indirectly, any judgment, award, decree, or order against a Debtor, a Reorganized Debtor, a Released Party, or an Estate or its property, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons mentioned in this subsection (ii) or any property of any such transferee or successor; (iii) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against a Debtor, a Reorganized Debtor, a Released Party, or an Estate or any of its property, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons mentioned in this subsection (iii) or any property of any such transferee or successor; (iv) asserting any right of setoff, directly or indirectly, against any obligation due from asserting any right of setoff, directly or indirectly, against any obligation due from a Debtor, a Reorganized Debtor, a Released Party or an Estate or any of its property, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons mentioned in this subsection (iv) or any property of any such transferee or successor; (v) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan to the full extent permitted by applicable law; and (vi) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of the Plan; provided, that nothing contained in the Plan shall preclude such Persons or Entities who have held, hold, or may hold Claims against, or Interests in, a Debtor, a Reorganized Debtor, a Released Party, or an Estate from exercising their rights and remedies, or obtaining benefits, pursuant to and consistent with the terms of the Plan.

(b) By accepting distributions pursuant to the Plan, each holder of an Allowed Claim or Allowed Interest shall be deemed to have affirmatively and specifically consented to be bound by the Plan, including the injunctions set forth in this Section 10.5 of the Plan.

(c) For the avoidance of doubt, the injunctions set forth in this Section 10.5 of the Plan prohibit the enforcement of the Syndicated Facility Agreement against any SFA Loan Party.

10.6 Releases.

(a) **RELEASES BY THE DEBTORS.** AS OF THE EFFECTIVE DATE, EXCEPT FOR THE RIGHTS AND REMEDIES THAT REMAIN IN EFFECT FROM AND AFTER THE EFFECTIVE DATE TO ENFORCE THE PLAN AND THE OBLIGATIONS CONTEMPLATED BY THE PLAN DOCUMENTS AND THE DOCUMENTS IN THE PLAN SUPPLEMENT, ON AND AFTER THE EFFECTIVE

DATE, THE RELEASED PARTIES WILL BE DEEMED CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED, BY THE DEBTORS, THE REORGANIZED DEBTORS, AND THE ESTATES, IN EACH CASE ON BEHALF OF THEMSELVES AND THEIR RESPECTIVE SUCCESSORS, ASSIGNS, AND REPRESENTATIVES AND ANY AND ALL OTHER PERSONS THAT MAY PURPORT TO ASSERT ANY CAUSE OF ACTION DERIVATIVELY, BY OR THROUGH THE FOREGOING PERSONS, INCLUDING THE LITIGATION TRUST (IF ESTABLISHED), FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, SUITS, JUDGMENTS, DAMAGES, DEMANDS, DEBTS, RIGHTS, AND CAUSES OF ACTION, LOSSES, REMEDIES, OR LIABILITIES WHATSOEVER (INCLUDING ANY DERIVATIVE CLAIMS, ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, THE REORGANIZED DEBTORS, OR THE ESTATES), WHETHER LIQUIDATED OR UNLIQUIDATED, FIXED OR CONTINGENT, MATURED OR UNMATURED, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, ACCRUED OR UNACCRUED, EXISTING OR HEREINAFTER ARISING, WHETHER IN LAW OR EQUITY, WHETHER SOUNDING IN TORT OR CONTRACT, WHETHER ARISING UNDER FEDERAL OR STATE STATUTORY OR COMMON LAW, OR ANY OTHER APPLICABLE INTERNATIONAL, FOREIGN, OR DOMESTIC LAW, RULE, STATUTE, REGULATION, TREATY, RIGHT, DUTY, REQUIREMENTS OR OTHERWISE THAT THE DEBTORS, THE REORGANIZED DEBTORS, THE ESTATES, OR THEIR AFFILIATES WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST OR OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THE CHAPTER 11 CASES, THE RESTRUCTURING, THE DIP DOCUMENTS, THE SYNDICATED FACILITY AGREEMENT, ANY SFA LOAN DOCUMENT, AND ANY RELATED INSTRUMENT, AGREEMENT, OR DOCUMENT, THE PLAN SPONSOR AGREEMENT, THE EQUITY COMMITMENT AGREEMENT, THE DIRECT INVESTMENT, THE FORBEARANCE AGREEMENT, THE AMENDED ORGANIZATIONAL DOCUMENTS, THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS OR THE REORGANIZED DEBTORS, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN ANY DEBTOR AND ANY RELEASED PARTY, THE RESTRUCTURING OF CLAIMS AND INTERESTS BEFORE OR DURING THE CHAPTER 11 CASES, THE PLAN, THE DISCLOSURE STATEMENT, THE PLAN DOCUMENTS AND THE DOCUMENTS IN THE PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS, OR OTHER DOCUMENTS RELATING THERETO, AND THE NEGOTIATION, FORMULATION, PREPARATION OR CONSUMMATION OF ANY DOCUMENTS OR TRANSACTIONS IN CONNECTION WITH ANY OF THE FOREGOING, THE SOLICITATION OF VOTES WITH RESPECT TO THE PLAN, IN ALL CASES BASED UPON ANY ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASES SET FORTH ABOVE DO NOT RELEASE ANY OBLIGATIONS ARISING AFTER EFFECTIVE DATE OF ANY PARTY OR ENTITY UNDER THE PLAN, ANY RESTRUCTURING TRANSACTION, OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THOSE SET FORTH IN THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THE PLAN, INCLUDING THE ASSUMPTION OF THE INDEMNIFICATION PROVISIONS AS SET FORTH IN THE PLAN. FURTHERMORE, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, NOTHING IN THIS PROVISION SHALL, NOR SHALL IT BE DEEMED TO, RELEASE ANY RELEASED PARTY FROM ANY CLAIMS OR CAUSES OF ACTION THAT ARE FOUND, PURSUANT TO A FINAL ORDER, TO BE THE RESULT OF SUCH RELEASED PARTY'S GROSS NEGLIGENCE, ACTUAL FRAUD, OR WILLFUL MISCONDUCT.

ENTRY OF THE CONFIRMATION ORDER BY THE BANKRUPTCY COURT SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE RELEASES IN THIS SECTION 10.6(a) OF THE PLAN (the "DEBTOR RELEASES"), WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS UNDER THE PLAN, AND FURTHER, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE DEBTOR RELEASES ARE: (I) IN EXCHANGE FOR THE GOOD, VALUABLE AND ADEQUATE CONSIDERATION PROVIDED BY THE RELEASED PARTIES, (II) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE RELEASED CLAIMS RELEASED BY THE DEBTORS, THE REORGANIZED DEBTORS AND THE ESTATES, (III) IN THE BEST INTERESTS OF THE DEBTORS, THE ESTATES AND ALL HOLDERS OF CLAIMS AND INTERESTS, (IV) FAIR, EQUITABLE AND REASONABLE, (V) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING, AND (VI) A BAR TO ANY OF THE DEBTORS, THE REORGANIZED DEBTORS, OR THE ESTATES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE DEBTOR RELEASE.

(b) NON-DEBTOR SFA LOAN PARTY RELEASE.

SOLELY TO THE EXTENT SET FORTH IN THE CONFIRMATION ORDER, ENTRY OF THE CONFIRMATION ORDER BY THE BANKRUPTCY COURT SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE RELEASES IN THIS SECTION 10.6(b) OF THE PLAN (THE "NON-DEBTOR SFA LOAN PARTY RELEASE"), WHICH INCLUDES, BY REFERENCE, EACH OF THE RELATED PROVISIONS AND DEFINITIONS UNDER THE PLAN, AND, FURTHERMORE, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE NON-DEBTOR SFA LOAN PARTY RELEASE IS (I) ESSENTIAL TO THE CONFIRMATION OF THE PLAN, (II) GIVEN IN EXCHANGE FOR THE GOOD, VALUABLE AND ADEQUATE CONSIDERATION PROVIDED BY THE NON-DEBTOR SFA LOAN PARTIES, INCLUDING ON ACCOUNT OF THEIR CONTRIBUTION TO THE DISTRIBUTIONS PROVIDED PURSUANT TO THIS PLAN, (III) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE NON-DEBTOR SFA LOAN

PARTY RELEASE, (IV) IN THE BEST INTERESTS OF THE DEBTORS AND THEIR ESTATES, (V) FAIR, EQUITABLE AND REASONABLE, (VI) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING, AND/OR (VII) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE NON-DEBTOR SFA LOAN PARTY RELEASE.

NOTWITHSTANDING ANYTHING IN THIS PLAN, SOLICITATION PROCEDURES OR ANY BALLOT TO THE CONTRARY, SOLELY TO THE EXTENT SET FORTH IN THE CONFIRMATION ORDER, EACH NON-DEBTOR SFA LOAN PARTY WILL, ON ACCOUNT OF THEIR CONTRIBUTIONS UNDER THIS PLAN, BE DEEMED CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION WHATSOEVER, WHETHER LIQUIDATED OR UNLIQUIDATED, FIXED OR CONTINGENT, MATURED OR UNMATURED, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT, OR OTHERWISE BY STATUTE, VIOLATIONS OF FEDERAL OR STATE SECURITIES LAWS OR OTHERWISE, ARISING UNDER THE SYNDICATED FACILITY AGREEMENT, ANY SFA LOAN DOCUMENT AND ANY RELATED INSTRUMENT, AGREEMENT AND DOCUMENT.

(c) RELEASE OF LIENS. Except as otherwise specifically provided in the Plan, the Plan Documents, the DIP Documents, or in any contract, instrument, release, or other agreement or document contemplated under or executed in connection with the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim, satisfaction in full of the secured portion of such Claim, including the Syndicated Facility Secured Claim, that is Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates and the SFA Loan Parties (to the extent set forth in the Confirmation Order) shall be fully released and discharged, and all of the right, title, and interest of any holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Reorganized Debtors or the non-Debtor SFA Loan Parties, as applicable (or other owner of such property as the case may be), and their successors and assigns, in each case, without any further approval or order of the Bankruptcy Court and without any action or filing being required to be made by the Debtors or non-Debtor SFA Loan Parties, as applicable.

10.7 Releases by Holders of Claims and Interests

AS OF THE EFFECTIVE DATE, EXCEPT FOR THE RIGHTS AND REMEDIES THAT REMAIN IN EFFECT FROM AND AFTER THE EFFECTIVE DATE TO ENFORCE THE PLAN AND THE OBLIGATIONS CONTEMPLATED BY THE PLAN DOCUMENTS, AND THE DOCUMENTS IN THE PLAN SUPPLEMENT, ON AND AFTER THE EFFECTIVE DATE, THE RELEASED PARTIES WILL BE

DEEMED CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED BY THE RELEASING PARTIES, FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION WHATSOEVER (INCLUDING ANY DERIVATIVE CLAIMS, ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, THE REORGANIZED DEBTORS, OR THEIR ESTATES), WHETHER LIQUIDATED OR UNLIQUIDATED, FIXED OR CONTINGENT, MATURED OR UNMATURED, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT, OR OTHERWISE BY STATUTE, VIOLATIONS OF FEDERAL OR STATE SECURITIES LAWS OR OTHERWISE, THAT SUCH HOLDERS OR THEIR ESTATES, AFFILIATES, HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, ASSIGNS, MANAGERS, ACCOUNTANTS, ATTORNEYS, REPRESENTATIVES, CONSULTANTS, AGENTS, AND ANY OTHER PERSONS CLAIMING UNDER OR THROUGH THEM WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST OR OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THE REORGANIZED DEBTORS, OR THEIR ESTATES, THE CHAPTER 11 CASES, THE RESTRUCTURING, THE DIP DOCUMENTS, THE SYNDICATED FACILITY AGREEMENT, ANY SFA LOAN DOCUMENT, AND ANY RELATED INSTRUMENT, AGREEMENT, OR DOCUMENT, THE EQUITY COMMITMENT AGREEMENT, THE DIRECT INVESTMENT, THE FORBEARANCE AGREEMENT, THE AMENDED ORGANIZATIONAL DOCUMENTS, THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS OR THE REORGANIZED DEBTORS, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS OR INTERACTIONS BETWEEN ANY DEBTOR AND ANY RELEASED PARTY, THE RESTRUCTURING, THE RESTRUCTURING OF ANY CLAIMS OR INTERESTS BEFORE OR DURING THE CHAPTER 11 CASES, THE PLAN, THE DISCLOSURE STATEMENT, THE PLAN SPONSOR AGREEMENT, THE PLAN DOCUMENTS AND THE DOCUMENTS IN THE PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS, OR OTHER DOCUMENTS RELATING THERETO, AND THE NEGOTIATION, FORMULATION, PREPARATION OR CONSUMMATION OF ANY DOCUMENTS OR TRANSACTIONS IN CONNECTION WITH ANY OF THE FOREGOING, OR THE SOLICITATION OF VOTES WITH RESPECT TO THE PLAN, IN ALL CASES BASED UPON ANY ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCES TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASES SET FORTH ABOVE DO NOT RELEASE ANY OBLIGATIONS ARISING AFTER EFFECTIVE DATE OF ANY PARTY OR ENTITY UNDER THE PLAN, ANY RESTRUCTURING TRANSACTION, OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THOSE SET FORTH IN THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THE PLAN,

INCLUDING THE ASSUMPTION OF THE INDEMNIFICATION PROVISIONS AS SET FORTH IN THE PLAN.

ENTRY OF THE CONFIRMATION ORDER BY THE BANKRUPTCY COURT SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE RELEASES IN SECTION 10.7 OF THE PLAN (THE "THIRD-PARTY RELEASE"), WHICH INCLUDES, BY REFERENCE, EACH OF THE RELATED PROVISIONS AND DEFINITIONS UNDER THE PLAN, AND, FURTHERMORE, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE THIRD-PARTY RELEASE IS (I) CONSENSUAL, (II) ESSENTIAL TO THE CONFIRMATION OF THE PLAN, (III) GIVEN IN EXCHANGE FOR THE GOOD, VALUABLE AND ADEQUATE CONSIDERATION PROVIDED BY THE RELEASED PARTIES, (IV) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE THIRD-PARTY RELEASE, (V) IN THE BEST INTERESTS OF THE DEBTORS AND THEIR ESTATES, (VI) FAIR, EQUITABLE AND REASONABLE, (VII) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING, AND (VIII) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE THIRD-PARTY RELEASE.

10.8 *Exculpation.*

EFFECTIVE AS OF THE EFFECTIVE DATE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND WITHOUT AFFECTING OR LIMITING EITHER THE ESTATE RELEASE SET FORTH IN SECTION 10.6 HEREIN OR THE CONSENSUAL RELEASES BY HOLDERS OF CLAIMS SET FORTH IN SECTION 10.7 HEREIN, AND NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, NO EXCULPATED PARTY WILL HAVE OR INCUR, AND EACH EXCULPATED PARTY WILL BE RELEASED AND EXCULPATED FROM, ANY CLAIM, OBLIGATION, SUIT, JUDGMENT, DAMAGE, DEMAND, DEBT, RIGHT, CAUSE OF ACTION, LOSS, REMEDY, AND LIABILITY FOR ANY CLAIM IN CONNECTION WITH OR ARISING OUT OF THE ADMINISTRATION OF THE CHAPTER 11 CASES; THE NEGOTIATION, PURSUIT, FORMULATION, PREPARATION OR CONSUMMATION OF THE DIP FACILITY, THE SYNDICATED FACILITY AGREEMENT, THE EQUITY COMMITMENT AGREEMENT, THE PLAN SPONSOR AGREEMENT, THE FORBEARANCE AGREEMENT, THE DIRECT INVESTMENT, THE MANAGEMENT INCENTIVE PLAN, THE AMENDED ORGANIZATIONAL DOCUMENTS, THE DISCLOSURE STATEMENT, THE RESTRUCTURING, THE PLAN AND THE PLAN DOCUMENTS (INCLUDING THE DOCUMENTS IN THE PLAN SUPPLEMENT), OR THE SOLICITATION OF VOTES FOR, OR CONFIRMATION OF, THE PLAN; THE FUNDING OR CONSUMMATION OF THE PLAN; THE OCCURRENCE OF THE EFFECTIVE DATE; THE ADMINISTRATION OF THE PLAN OR THE PROPERTY TO BE DISTRIBUTED UNDER THE PLAN; THE ISSUANCE OF SECURITIES UNDER OR IN CONNECTION WITH THE PLAN; THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS OR THE REORGANIZED DEBTORS; OR THE TRANSACTIONS IN FURTHERANCE OF ANY OF THE

FOREGOING; OTHER THAN CLAIM, OBLIGATION, SUIT, JUDGMENT, DAMAGE, DEMAND, DEBT, RIGHT, CAUSE OF ACTION, LOSS, AND LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATED TO ANY ACT OR OMISSION OF AN EXCULPATED PARTY THAT CONSTITUTES INTENTIONAL FRAUD, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE AS DETERMINED BY A FINAL ORDER. THE EXCULPATED PARTIES HAVE ACTED IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE WITH REGARD TO THE SOLICITATION AND DISTRIBUTION OF SECURITIES PURSUANT TO THE PLAN AND, THEREFORE, ARE NOT, AND ON ACCOUNT OF SUCH DISTRIBUTIONS WILL NOT BE, LIABLE AT ANY TIME FOR THE VIOLATION OF ANY APPLICABLE LAW, RULE, OR REGULATION GOVERNING THE SOLICITATION OF ACCEPTANCES OR REJECTIONS OF THE PLAN OR SUCH DISTRIBUTIONS MADE PURSUANT TO THE PLAN, INCLUDING THE ISSUANCE OF SECURITIES THEREUNDER.

10.9 *Injunction Related to Releases and Exculpation.*

Except for the rights that remain in effect from and after the Effective Date to enforce this Plan and the Plan Documents, the Confirmation Order shall permanently enjoin the commencement or prosecution by any Entity, whether directly, derivatively, or otherwise, of any Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, losses, or liabilities released or exculpated pursuant to this Plan.

10.10 *Subordinated Claims.*

The allowance, classification, and treatment of all Allowed Claims and Allowed Interests and the respective distributions and treatments thereof under this Plan take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, sections 510(b), or 510(c) of the Bankruptcy Code, or otherwise. Pursuant to section 510 of the Bankruptcy Code, the Debtors and Reorganized Debtors, as applicable, reserve the right to reclassify any Allowed Claim or Allowed Interest in accordance with any contractual, legal, or equitable subordination relating thereto.

10.11 *Retention of Causes of Action and Reservation of Rights.*

Subject to Sections 10.6, 10.7, 10.8, and 10.9 of this Plan, nothing contained in this Plan or the Confirmation Order shall be deemed to be a waiver or relinquishment of any rights, claims, Causes of Action, rights of setoff or recoupment, or other legal or equitable defenses that the Debtors had immediately before the Effective Date on behalf of the Estates or of themselves in accordance with any provision of the Bankruptcy Code or any applicable nonbankruptcy law. Subject to Sections 10.6, 10.7, 10.8, and 10.9 of this Plan, and except as provided in any order entered by the Bankruptcy Court, the Reorganized Debtors shall have, retain, reserve, and be entitled to assert all such claims, Causes of Action, rights of setoff or recoupment, and other legal or equitable defenses as fully as if the Chapter 11 Cases had not been commenced, and all of the Debtors' legal and equitable rights in respect of any Unimpaired

Claim may be asserted after the Effective Date to the same extent as if the Chapter 11 Cases had not been commenced.

10.12 *Ipso Facto and Similar Provisions Ineffective.*

Any term of any policy, contract, or other obligation applicable to a Debtor shall be void and of no further force or effect with respect to any Debtor to the extent that such term is conditioned on, creates an obligation of the Debtor as a result of, or gives rise to a right of any Entity based on any of the following: (i) the insolvency or financial condition of a Debtor; (ii) the commencement of the Chapter 11 Cases; (iii) the confirmation or consummation of this Plan, including any change of control that will occur as a result of such consummation; (iv) any change of control resulting from Restructuring Transactions; (v) the commencement of any Foreign Enforcement Action or similar proceeding; or (vi) the Restructuring.

ARTICLE XI. RETENTION OF JURISDICTION.

11.1 *Retention of Jurisdiction.*

Pursuant to sections 105(c) and 1142 of the Bankruptcy Code and notwithstanding entry of the Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, the Bankruptcy Court shall retain exclusive jurisdiction, pursuant to 28 U.S.C. §§ 1334 and 157, over all matters arising in or related to the Chapter 11 Cases, other than with respect to the Speedcast Parent Administration, the Deed of Company Arrangement, the Speedcast Parent Liquidation, as applicable, or any matters subject to the jurisdiction of a voluntary foreign recognition, administration, or similar proceedings commenced to implement the terms of the Restructuring or this Plan, for, among other things, the following purposes:

(a) to hear and determine applications for the assumption or rejection of executory contracts or unexpired leases and any disputes over Cure Amounts resulting therefrom;

(b) to determine any motion, adversary proceeding, application, contested matter, and other litigated matter in the Chapter 11 Cases pending on or commenced after the entry of the Confirmation Order, including adjudication of the Litigation Trust Causes of Action;

(c) to hear and resolve any disputes arising from or related to (i) any orders of the Bankruptcy Court granting relief under Bankruptcy Rule 2004 or (ii) any protective orders entered by the Bankruptcy Court in connection with the foregoing;

(d) to ensure that distributions to holders of Allowed Claims are accomplished as provided in this Plan and the Confirmation Order;

(e) to consider Claims or the allowance, classification, priority, compromise, estimation, or payment of any Claim, including any Administrative Expense Claim;

(f) to enter, implement, or enforce such orders as may be appropriate in the event that the Confirmation Order is for any reason stayed, reversed, revoked, modified, or vacated;

(g) to issue and enforce injunctions and releases, enter and implement other orders, and take such other actions as may be necessary or appropriate to restrain interference by any Entity with the consummation, implementation, or enforcement of this Plan, the Confirmation Order, or any other order of the Bankruptcy Court;

(h) to hear and determine any application to modify this Plan in accordance with section 1127 of the Bankruptcy Code to remedy any defect or omission or reconcile any inconsistency in this Plan, the Disclosure Statement, or any order of the Bankruptcy Court, including the Confirmation Order, in such a manner as may be necessary to carry out the purposes and effects thereof;

(i) to hear and determine all Fee Claims and Restructuring Expenses;

(j) to resolve disputes concerning Disputed Claims and any retained amounts with respect to Disputed Claims or the administration thereof, including disagreement between the Reorganized Debtors and the Litigation Trustee regarding the allowance of certain Disputed Claims as provided for in section 7.2(c) or information requests from the Litigation Trustee to the Reorganized Debtors;

(k) to hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of this Plan, the Confirmation Order, any transactions or payments in furtherance of either, or any agreement, instrument, or other document governing or related to any of the foregoing;

(l) to take any action and issue such orders, including any such action or orders as may be necessary after entry of the Confirmation Order or the occurrence of the Effective Date, as may be necessary to construe, enforce, implement, execute, and consummate this Plan, including any release, exculpation, or injunction provisions set forth in this Plan, or to maintain the integrity of this Plan following the occurrence of the Effective Date;

(m) to determine such other matters and for such other purposes as may be provided in the Confirmation Order;

(n) to hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

(o) to hear and determine any other matters related to the Chapter 11 Cases and not inconsistent with the Bankruptcy Code or title 28 of the United States Code;

(p) to resolve any disputes concerning whether an Entity had sufficient notice of the Chapter 11 Cases, the Disclosure Statement, any solicitation conducted in connection with the Chapter 11 Cases, any bar date established in the Chapter 11 Cases, or any deadline for responding or objecting to a Cure Amount, in each case, for the purpose for determining whether a Claim or Interest is discharged hereunder or for any other purpose;

(q) to recover all Assets of the Debtors and property of the Estates, wherever located;

(r) to enter a final decree closing each of the Chapter 11 Cases;

provided, that upon the execution of the New Organizational Documents and the Amended Organizational Documents, disputes with respect the New Organizational Documents and the Amended Organizational Documents that are not related to the Plan shall otherwise be governed by the jurisdictional, forum selection or dispute resolution clause contained in such document.

ARTICLE XII. MISCELLANEOUS PROVISIONS.

12.1 *Amendments.*

(a) Plan Modifications. Subject to the written consent of (x) the Plan Sponsor, (y) the Creditors' Committee (in the case of this clause (y), whose consent will not be unreasonably withheld) and (z) solely with respect to Sections 5.8 and 9.1(h) and the component definitions thereof, the Initial Plan Sponsor, this Plan may be amended, modified, or supplemented by the Debtors in the manner provided for by section 1127 of the Bankruptcy Code or as otherwise permitted by law, without additional disclosure pursuant to section 1125 of the Bankruptcy Code, except as otherwise ordered by the Bankruptcy Court. In addition, after the Confirmation Date, so long as such action does not materially and adversely affect the treatment of holders of Allowed Claims or Allowed Interests pursuant to this Plan, the Debtors may remedy any defect or omission or reconcile any inconsistencies in this Plan or the Confirmation Order with respect to such matters as may be necessary to carry out the purposes or effects of this Plan, and any holder of a Claim or Interest that has accepted this Plan shall be deemed to have accepted this Plan as amended, modified, or supplemented.

(b) Certain Technical Amendments. Prior to the Effective Date, the Debtors may make appropriate technical adjustments and modifications to this Plan without further order or approval of the Bankruptcy Court; *provided*, that such technical adjustments and modifications do not adversely affect the Plan Sponsor or treatment of holders of Allowed Claims or Allowed Interests under this Plan and are reasonably acceptable to the Creditors' Committee.

12.2 *Revocation or Withdrawal of Plan.*

The Debtors, in consultation with the Creditors' Committee, reserve the right to revoke or withdraw this Plan prior to the Effective Date as to any or all of the Debtors. If, with respect to a Debtor, this Plan has been revoked or withdrawn prior to the Effective Date, or if confirmation or the occurrence of the Effective Date as to such Debtor does not occur on the Effective Date, then, with respect to such Debtor: (i) this Plan shall be null and void in all respects; (ii) any settlement or compromise embodied in this Plan (including the fixing or limiting to an amount any Claim or Interest or Class of Claims or Interests), assumption of executory contracts or unexpired leases affected by this Plan, and any document or agreement executed pursuant to this Plan shall be deemed null and void; and (iii) nothing contained in this Plan shall (a) constitute a waiver or release of any Claim by or against, or any Interest in, such Debtor or any other Entity; (b) prejudice in any manner the rights of such Debtor or any other Person or Entity; or (c) constitute an admission of any sort by any Debtor or any other Person or Entity.

12.3 *Dissolution of Creditors' Committee.*

Except to the extent provided herein, upon the Effective Date, the current and former members of the Creditors' Committee, and their respective officers, employees, counsel, advisors, and agents, shall be released and discharged of and from all further authority, duties, responsibilities, and obligations related to and arising from and in connection with the Chapter 11 Cases; *provided, however*, that following the Effective Date, the Creditors' Committee shall continue in existence and have standing and a right to be heard for the following limited purposes: (a) Claims and/or applications for compensation by Professional Persons; (b) any appeals of the Confirmation Order; (c) any appeals to which the Creditors' Committee is a named party; and (d) any adversary proceedings or contested matters as of the Effective Date to which the Creditors' Committee is a named party. Following the completion of the Creditors' Committee's remaining duties set forth above, the Creditors' Committee shall be dissolved, and the retention or employment of the Creditors' Committee's respective attorneys, accountants, and other agents shall terminate.

12.4 *Exemption from Certain Transfer Taxes.*

Pursuant to section 1146 of the Bankruptcy Code, the issuance, transfer, or exchange of any security or other property hereunder, including, to the fullest extent permitted by applicable law, all sale transactions consummated by the Debtors and approved by the Bankruptcy Court on and after the Confirmation Date through and including the Effective Date, including any transfers effectuated under this Plan, and any assumption, assignment, or sale by the Debtors of their interests in unexpired leases of nonresidential real property or executory contracts pursuant to section 365(a) of the Bankruptcy Code, shall constitute a "transfer under a plan" within the purview of section 1146 of the Bankruptcy Code and shall not be subject to any stamp, real estate transfer, mortgage, mortgage recording, document recording, conveyance fee or other similar tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, sales tax, use tax or other similar tax or government assessment.

12.5 *Payment of Statutory Fees.*

All fees payable under section 1930 of chapter 123 of title 28 of the United States Code shall be paid on the Effective Date, or as soon as practicable thereafter, by the Debtors or Reorganized Debtors; *provided*, that all fees payable pursuant to section 1930 of chapter 123 of title 28 of the United States Code prior to the Effective Date shall be paid by the Debtors. Quarterly fees owed to the U.S. Trustee shall be paid when due in accordance with applicable law and the Debtors and Reorganized Debtors shall continue to file reports to show the calculation of such fees for the Debtors' Estates until the Chapter 11 Cases are closed under section 350 of the Bankruptcy Code. Each and every one of the Debtors shall remain obligated to pay quarterly fees to the U.S. Trustee until the earliest of that particular Debtor's case is closed, dismissed, or converted to a case under Chapter 7 of the Bankruptcy Code; *provided that*, in the event Chapter 11 Cases are not closed under section 350 of the Bankruptcy Code solely due to the existence of the Litigation Trust, then the Litigation Trust shall be obligated, and the Litigation Trustee shall cause the Litigation Trust, to pay the quarterly fees to the U.S. Trustee.

12.6 Severability.

Subject to Section 12.2 of this Plan, if, prior to the entry of the Confirmation Order, any term or provision of this Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court, at the request of the Debtors with the reasonable consent of the Creditors' Committee and the Plan Sponsor, shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation by the Bankruptcy Court, the remainder of the terms and provisions of this Plan shall remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of this Plan, as it may have been altered or interpreted in accordance with this Section, is valid and enforceable pursuant to its terms.

12.7 Governing Law.

Except to the extent that the Bankruptcy Code or other federal law is applicable or to the extent that a Plan Document provides otherwise, the rights, duties, and obligations arising under this Plan and the Plan Documents shall be governed by, and construed and enforced in accordance with, the internal laws of the State of New York, without giving effect to the principles of conflict of laws thereof.

12.8 Immediate Binding Effect.

Notwithstanding Bankruptcy Rules 3020(e), 6004(h), 7062, or otherwise, upon the occurrence of the Effective Date, the terms of this Plan and the Plan Documents shall be immediately effective and enforceable and deemed binding upon and inure to the benefit of the Debtors, the Reorganized Debtors, the holders of Claims and Interests, the Released Parties, the Exculpated Parties, and each of their respective successors and assigns.

12.9 Successors and Assigns.

The rights, benefits, and obligations of any Entity named or referred to in this Plan shall be binding on and shall inure to the benefit of any heir, executor, administrator, successor, or permitted assign, if any, of each such Entity.

12.10 Entire Agreement.

On the Effective Date, this Plan, the Plan Supplement, and the Confirmation Order shall supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into this Plan.

12.11 *Computing Time.*

In computing any period of time prescribed or allowed by this Plan, unless otherwise set forth in this Plan or determined by the Bankruptcy Court, the provisions of Bankruptcy Rule 9006 shall apply.

12.12 *Exhibits to Plan.*

All exhibits, schedules, supplements, and appendices to this Plan (including the Plan Supplement) are incorporated into and are a part of this Plan as if set forth in full herein.

12.13 *Notices.*

All notices, requests, and demands to or upon the Debtors or Reorganized Debtors, as applicable, shall be in writing (including by email transmission) and, unless otherwise provided herein, shall be deemed to have been duly given or made only when actually delivered, addressed as follows:

(a) *If to the Debtors or Reorganized Debtors:*

SpeedCast International Limited
4400 S. Sam Houston Parkway East
Houston, Texas 77048
Attn: Dominic Gyngell (dominic.gyngell@speedcast.com)

– and –

Weil, Gotshal & Manges LLP
700 Louisiana Street, Suite 1700
Houston, Texas 77002
Telephone: (212) 310-8000
Attn: Alfredo R. Pérez (Alfredo.Perez@weil.com)
Brenda Funk (Brenda.Funk@weil.com)
Stephanie Morrison (Stephanie.Morrison@weil.com)

– and –

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Attn: Gary T. Holtzer (Gary.Holtzer@weil.com)
Kelly DiBlasi (Kelly.DiBlasi@weil.com)
David N. Griffiths (David.Griffiths@weil.com)

(b) If to the *Initial Plan Sponsor*:

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019
Attn: Richard G. Mason (RGMason@wlrk.com)
Victor Goldfeld (VGoldfeld@wlrk.com)
John R. Sobolewski (JRSobolewski@wlrk.com)
Benjamin S. Arfa (BSArfa@wlrk.com)

– and –

Vinson & Elkins LLP
1001 Fannin Street, Suite 250
Houston, Texas 77002
Attn: Paul E. Heath (pheath@velaw.com)
Matthew W. Moran (mmoran@velaw.com)

(c) *If to the Creditors' Committee*:

Hogan Lovells LLP
390 Madison Avenue
New York, New York 10017
Telephone: (212) 918-3000
Attn: David P. Simonds (david.simonds@hoganlovells.com)
Ronald J. Silverman (ronald.silverman@hoganlovells.com)
John D. Beck (john.beck@hoganlovells.com)
Jennifer Y. Lee (jennifer.lee@hoganlovells.com)

– and –

Husch Blackwell LLP
60 Travis St., Suite 2350
Houston, Texas 77002
Telephone: (713) 525-6226
Attn: Randall A. Rios (randy.rios@huschblackwell.com)
Timothy A. Million (tim.million@huschblackwell.com)

After the occurrence of the Effective Date, the Reorganized Debtors have authority to send a notice to Entities that to continue to receive documents pursuant to Bankruptcy Rule 2002, such Entities must file a renewed request to receive documents pursuant to Bankruptcy Rule 2002. After the occurrence of the Effective Date, the Reorganized Debtors are authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities that have filed such renewed requests.

12.14 *Reservation of Rights.*

Except as otherwise provided herein, this Plan shall be of no force or effect unless the Bankruptcy Court enters the Confirmation Order. None of the filing of this Plan, any statement or provision of this Plan, or the taking of any action by the Debtors with respect to this Plan shall be or shall be deemed to be an admission or waiver of any rights of the Debtors with respect to any Claims or Interests prior to the Effective Date.

Dated: October 31, 2020
Houston, Texas

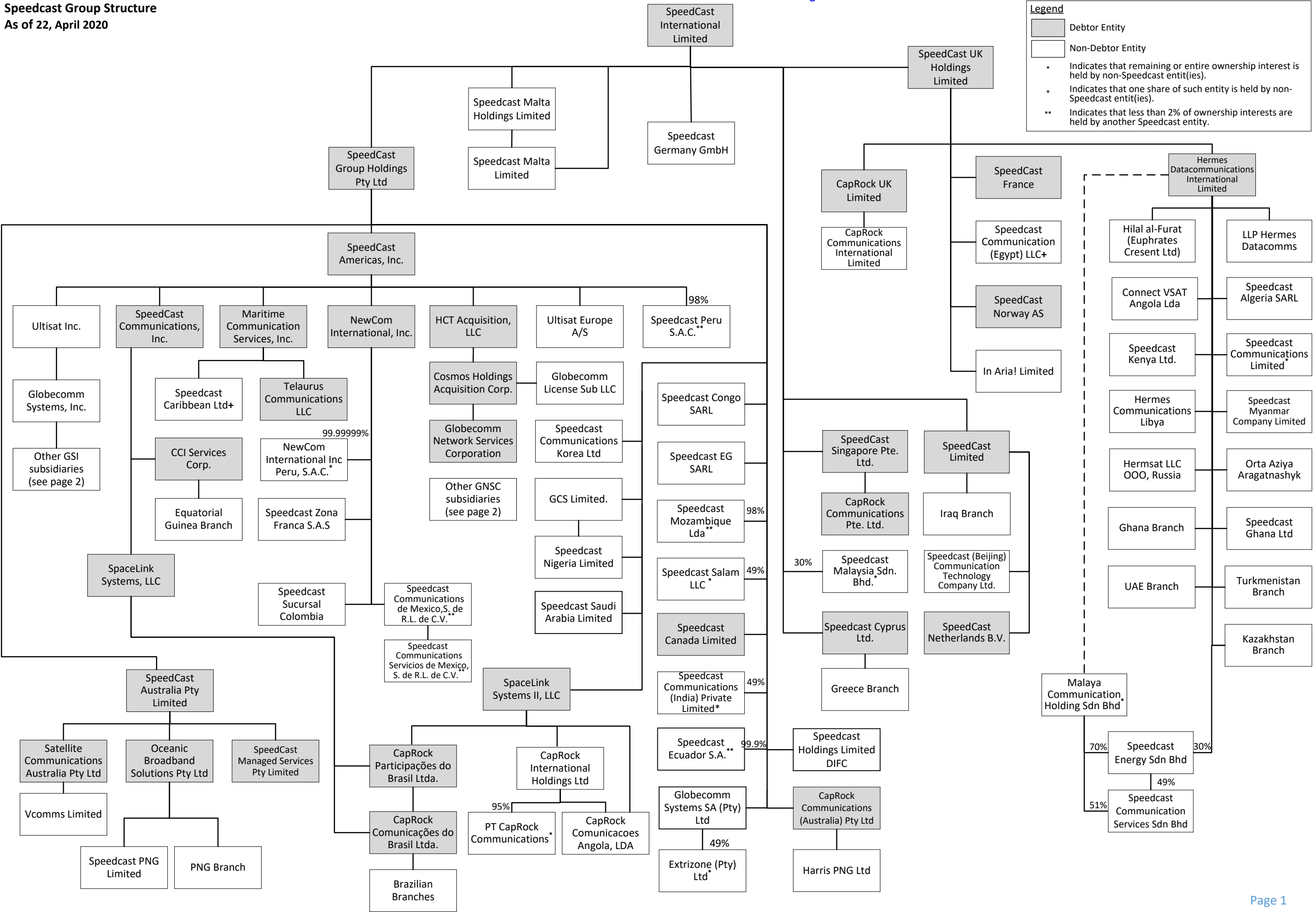
**CAPROCK COMMUNICATIONS (AUSTRALIA) PTY LTD
CAPROCK COMMUNICATIONS PTE. LTD
CAPROCK COMUNICAÇÕES DO BRASIL LTDA.
CAPROCK PARTICIPAÇÕES DO BRASIL LTDA.
CAPROCK UK LIMITED
CCI SERVICES CORP.
COSMOS HOLDINGS ACQUISITION CORP.
EVOLUTION COMMUNICATIONS GROUP LIMITED
GLOBECOMM EUROPE B.V.
GLOBECOMM NETWORK SERVICES CORPORATION
HCT ACQUISITION, LLC
HERMES DATACOMMUNICATIONS INTERNATIONAL
LIMITED
MARITIME COMMUNICATION SERVICES, INC.
NEWCOM INTERNATIONAL, INC.
OCEANIC BROADBAND SOLUTIONS PTY LTD
SATELLITE COMMUNICATIONS AUSTRALIA PTY LTD
SPACELINK SYSTEMS II, LLC
SPACELINK SYSTEMS, LLC
SPEEDCAST AMERICAS, INC.
SPEEDCAST AUSTRALIA PTY LIMITED
SPEEDCAST CANADA LIMITED
SPEEDCAST COMMUNICATIONS, INC.
SPEEDCAST CYPRUS LTD.
SPEEDCAST FRANCE SAS
SPEEDCAST GROUP HOLDINGS PTY LTD
SPEEDCAST LIMITED
SPEEDCAST MANAGED SERVICES PTY LIMITED
SPEEDCAST NETHERLANDS B.V.
SPEEDCAST NORWAY AS
SPEEDCAST SINGAPORE PTE. LTD.
SPEEDCAST UK HOLDINGS LIMITED
TELAURUS COMMUNICATIONS LLC**

By: _____
Name:
Title:

Exhibit B

Organizational Chart

Speedcast Group Structure
As of 22, April 2020



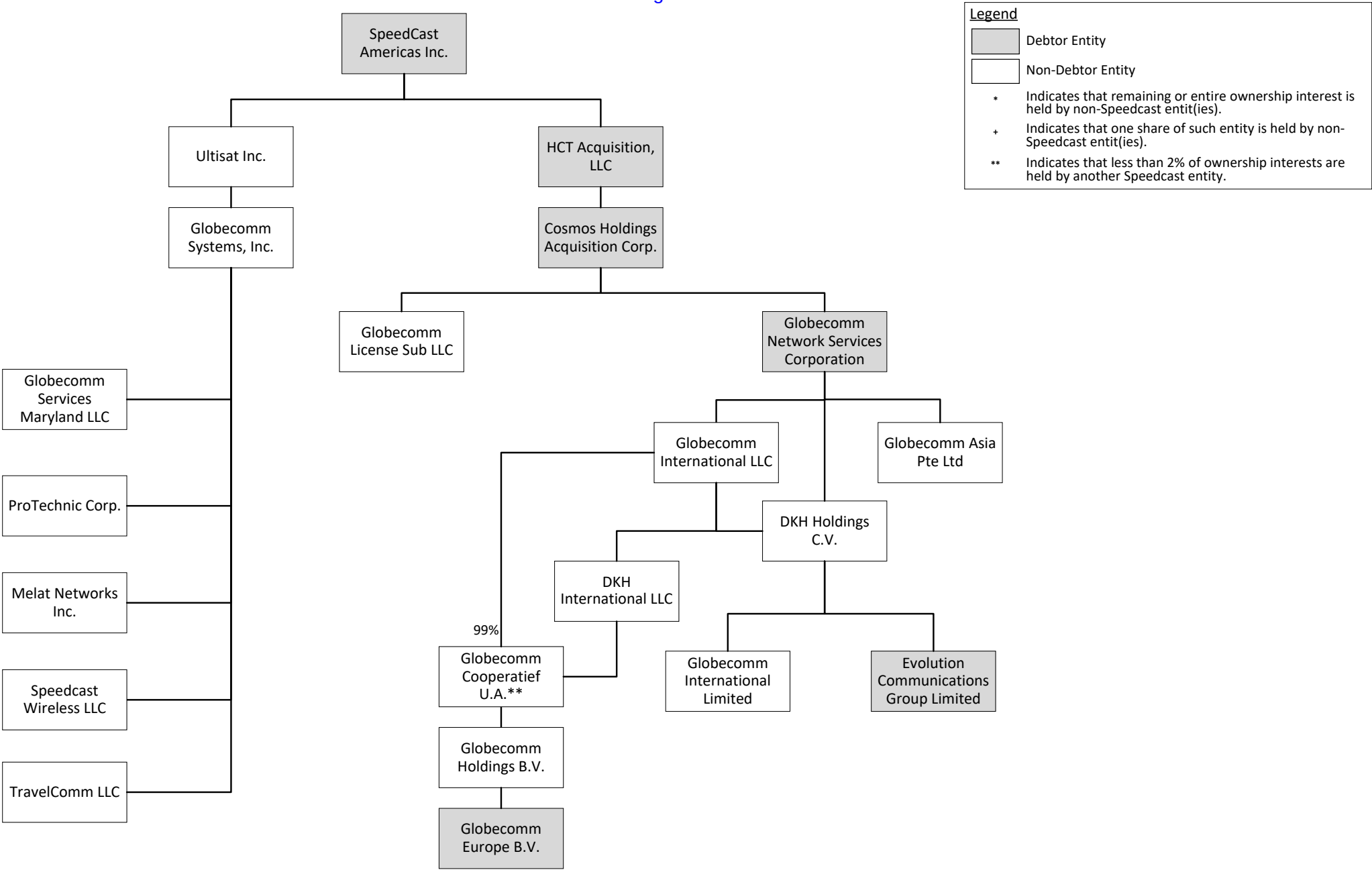


Exhibit C

Equity Commitment Agreement

AMENDED AND RESTATED EQUITY COMMITMENT AGREEMENT

AMONG

SPEEDCAST INTERNATIONAL LIMITED

AND

THE COMMITMENT PARTIES PARTY HERETO

Dated as of October 10, 2020

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EQUITY COMMITMENT AGREEMENT

This AMENDED AND RESTATED EQUITY COMMITMENT AGREEMENT (including exhibits and schedules attached hereto and incorporated herein, this “**Agreement**”) dated as of October 10, 2020 is made by and among Speedcast International Limited, a company registered in Victoria, Australia (the “**Company**” and together with its direct and indirect subsidiaries, the “**Company Group Entities**”) and the ultimate parent of each of the other Debtors (as defined below) (the Company together with the Debtors, the “**Company Parties**”) and the Commitment Parties set forth on Schedule 1 hereto (as such list may be amended, supplemented or modified from time to time in accordance with Section 2 hereof) (each referred to herein, individually, as a “**Commitment Party**” and, collectively, as the “**Commitment Parties**”). The Company and each Commitment Party is referred to herein, individually, as a “**Party**” and, collectively, as the “**Parties**”.

WHEREAS, on April 23, 2020, the Company and certain of its subsidiaries set forth on Schedule 2 (collectively, the “**Debtors**”) filed voluntary petitions for relief (the “**Chapter 11 Cases**”) under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. (the “**Bankruptcy Code**”), in the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”);

WHEREAS, the Parties have agreed to a restructuring of the Company’s capital structure and liabilities (the “**Restructuring**”) to be implemented through the joint plan of reorganization for the Debtors attached hereto as Exhibit A (as may be amended, supplemented, amended and restated or otherwise modified from time to time in a manner reasonably acceptable to the Required Commitment Parties (as defined below), the “**Plan**”). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Plan;

WHEREAS, on August 12, 2020, the Parties entered into an Equity Commitment Agreement (the “**Original Equity Commitment Agreement**”);

WHEREAS, the Parties desire to amend and restate the Original Equity Commitment Agreement in its entirety as set forth herein;

WHEREAS, the undersigned Commitment Parties constitute all of the Commitment Parties as of the date hereof;

WHEREAS, subject to the Bankruptcy Court’s entry of an order confirming the Plan (the “**Confirmation Order**”), consummation of the Plan, and satisfaction of the other conditions specified in Section 8 and Section 9 hereof, on the effective date of the Plan (the “**Plan Effective Date**”), a successor entity acting as the parent of the reorganized Company Group Entities (“**New Speedcast Parent**”) will offer and sell new common equity interests (the “**Direct Investment Shares**”, and such investment, the “**Direct Investment**”) representing 100% of the common equity interests of the New Speedcast Parent for an aggregate purchase price of \$500 million (such amount, the “**Aggregate Purchase Price**”), in accordance with the terms of this Agreement;

WHEREAS, in order to facilitate the Restructuring, the Plan and the Direct Investment, pursuant to this Agreement, and subject to the terms, conditions and limitations set forth herein, (A) the Company has agreed to consummate the Restructuring pursuant to the Plan and (B) each Commitment Party, severally and not jointly, has agreed to purchase from New Speedcast Parent, on the Plan Effective Date, the percentage of Direct Investment Shares allocated to such Commitment Party on **Schedule 1** for an aggregate amount in cash equal to such percentage multiplied by the Aggregate Purchase Price (with respect to each Commitment Party, such Commitment Party's "**Funding Amount**"); and

WHEREAS, for purposes of this Agreement, "**Required Commitment Parties**" shall mean, subject to Section 19, those Commitment Parties holding at least 66 $\frac{2}{3}$ % in aggregate amount of the Equity Commitments (as defined below) of all Commitment Parties as of the date on which the consent, waiver or approval is being solicited (excluding any Defaulting Commitment Parties (as defined below) and their corresponding Equity Commitments).

NOW, THEREFORE, in consideration of the foregoing, and the representations, warranties and covenants set forth herein, and for other good and valuable consideration, the Original Restated Equity Commitment Agreement is hereby amended and restated in its entirety and the Company and the Commitment Parties agree as follows:

Section 1. THE EQUITY COMMITMENTS.

(a) Subject to the conditions set forth in Section 8, each Commitment Party, severally and not jointly, agrees to purchase, in accordance with Section 1(b), the percentage of Direct Investment Shares allocated to such Commitment Party on Schedule 1 at the aggregate purchase price therefor (the "**Equity Commitments**"). The price per share ("**Price Per Share**") of each Direct Investment Share shall be calculated by taking \$500 million and dividing it by the number of Direct Investment Shares to be issued to the Commitment Parties at the Plan Effective Date.

(b) No later than ten (10) Business Days prior to the expected Plan Effective Date, the Company hereby agrees and undertakes to deliver to each Commitment Party by email delivery a written notice (the "**Commitment Funding Notice**") of (i) the number of Direct Investment Shares allocated to such Commitment Party and such Commitment Party's Funding Amount calculated in accordance with this Agreement; (ii) wire instructions for a segregated, escrow account of the Debtors or its agent held in an agreed upon, nationally recognized financial institution (the "**Escrow Account**") to which each Commitment Party shall deliver an amount equal to its Funding Amount; and (iii) the deadline for delivery of the Funding Amount, which shall be two (2) Business Days before the expected Plan Effective Date (the "**Commitment Funding Deadline**"). Each Commitment Party shall deliver and pay its applicable Funding Amount by wire transfer in immediately available funds into the Escrow Account by the Commitment Funding Deadline. If this Agreement is terminated pursuant to Section 12 or if the Plan Effective Date does not occur within five (5) Business Days following the Commitment Funding Deadline, the funds held in the Escrow Account shall be released to the

applicable Commitment Party, without any interest accrued thereon, promptly following such termination or such fifth (5th) Business Day. Notwithstanding the foregoing, (x) each Commitment Party may elect to net any cash it or its Affiliates are entitled to receive under the Plan on account of any claims against the Debtors (based on claims held as of two (2) Business Days prior to the Commitment Funding Deadline, as reasonably determined by such Commitment Party and the Company), (y) in the event any Commitment Party exercises such right, in lieu of delivering the Funding Amount in its entirety as provided herein, such Commitment Party shall be obligated to deliver the Funding Amount less any such netted amount by the Commitment Funding Deadline and (z) on the Plan Effective Date, notwithstanding anything to the contrary in the Plan, the Commitment Party shall be deemed to have delivered such netted amount to the Company in partial or full (as applicable) satisfaction of such Commitment Party's Funding Amount and the Company shall be deemed to have delivered such netted amount to such Commitment Party or its applicable Affiliate in partial or full (as applicable) satisfaction of such Commitment Party's or Affiliates entitlements under the Plan. For purposes of this Agreement, "**Business Day**" means any day of the year on which national banking institutions in New York City are open to the public for conducting business and are not required or authorized to close.

(c) On the Plan Effective Date, the Commitment Parties will purchase, and New Speedcast Parent will sell to the Commitment Parties, only such amount of Direct Investment Shares as is listed in the Commitment Funding Notice.

(d) Delivery of the Direct Investment Shares will be made by New Speedcast Parent to the respective Commitment Parties, on the Plan Effective Date, upon the release of the Funding Amount (less any amounts permitted to be netted therefrom pursuant to the penultimate sentence of Section 1(b) hereof) of each Commitment Party from the Escrow Account, upon which time such funds shall be delivered to New Speedcast Parent by wire transfer of immediately available funds to the account specified by New Speedcast Parent to the Commitment Parties at least twenty four (24) hours in advance.

Section 2. NO TRANSFERS. Each Commitment Party's Equity Commitment shall not be transferable directly or indirectly, in whole or in part. Notwithstanding the foregoing, a Commitment Party may assign its Equity Commitment to any fund, account (including any separately managed accounts) or investment vehicle that is controlled, managed, advised or sub-advised by such Commitment Party, an affiliate thereof or the same investment manager, advisor or subadvisor as such Commitment Party or an affiliate of such investment manager, advisor or subadvisor (each, a "**Related Fund**"); *provided* that such Related Fund shall, as a condition to such transfer, be required to deliver a joinder to this Agreement in the form attached as **Exhibit B** hereto (a "**Joinder**") (to the extent not then a Party hereto) and the assigning Commitment Party shall remain fully obligated for its Equity Commitment.

Section 3. COMMITMENT PARTY DEFAULT. Any Commitment Party that fails to timely fund its obligations pursuant to Section 1(b) or otherwise breaches any representation, warranty, covenant or agreement herein in a manner that would result in a failure of any condition set forth in Section 9 (a "**Defaulting Commitment Party**") after

written notice by the Company thereof and a one-Business Day opportunity to cure such default will be liable for its default or breach, and the parties hereto can enforce rights of money damages and/or specific performance upon the failure to timely fund or breach by the Defaulting Commitment Party. Each of the non-defaulting Commitment Parties shall have the right, but not the obligation, to assume, by notice to the Company and each Commitment Party by the earlier of the Plan Effective Date and two days following the expiration of such one-Business Day period, its *pro rata* share of such Defaulting Commitment Party's Equity Commitment, based on the proportion of its Direct Investment Shares to the aggregate amount of Direct Investment Shares of all non-defaulting Commitment Parties assuming such Defaulting Commitment Party's Direct Investment Shares.

Section 4. REPRESENTATIONS AND WARRANTIES OF THE COMPANY. Except as set forth on the Company Disclosure Schedules, the Company represents and warrants to, and agrees with, the Commitment Parties as set forth below. Except as set forth on the Company Disclosure Schedules, the representations and warranties in this Agreement shall in no way be affected by any knowledge or investigation of the subject matter thereof made by or on behalf of any Commitment Party. Except for representations, warranties and agreements that are expressly limited as to their date, each representation, warranty and agreement is made as of the date hereof.

(a) *Organization and Qualification.* Each of the Company Group Entities is duly incorporated or organized, validly existing and, if applicable, in good standing under the laws of its respective jurisdiction of incorporation or organization and has the requisite power and authority to own, lease and operate their respective properties and to carry on its business as now conducted. Each of the Company Group Entities is duly qualified or authorized to do business and, if applicable, is in good standing under the laws of each jurisdiction in which it owns or leases real property or in which the conduct of its business or the ownership of its properties requires such qualification or authorization, except where the failure to be so qualified, authorized or in good standing would not be reasonably likely to result in a Material Adverse Effect (as defined in Section 8(i) hereof).

(b) *Power and Authority.*

(i) The Company has the requisite corporate power and authority to enter into, execute and deliver this Agreement and any other agreements contemplated herein and, subject to entry of the Confirmation Order and consummation of the Plan, to perform its obligations hereunder and under any other agreements contemplated herein, including to issue the Direct Investment Shares. The Company has taken all necessary corporate action required for the due authorization, execution, delivery and performance by it of this Agreement and any other agreements contemplated herein, and subject to the entry of the Confirmation Order, will have taken all necessary corporate action required to perform its obligations hereunder and under any other agreements contemplated herein, including, to issue the Direct Investment Shares.

(ii) Prior to the Plan Effective Date, the Company will have taken all necessary corporate action required for the due authorization, execution, delivery and, and subject to the entry of the Confirmation Order, performance by it of the Plan.

(c) *Execution and Delivery.* This Agreement and any other agreements contemplated herein has been and will be, duly and validly executed and delivered by the Company, and, subject to entry of the Confirmation Order and consummation of this Agreement and any other agreements contemplated herein, constitutes or will constitute the valid and binding obligations of the Company, enforceable against the Company in accordance with their terms.

(d) *Reserved.*

(e) *Issuance.* As of the Plan Effective Date, the issuance of the Direct Investment Shares to be issued and sold by New Speedcast Parent to the Commitment Parties hereunder will have been duly and validly authorized and, when the Direct Investment Shares are issued and delivered to the Commitment Parties hereunder, will be duly and validly issued and outstanding, fully paid, non-assessable and free and clear of all Taxes, liens, pre-emptive rights, rights of first refusal, subscription and similar rights, except as set forth herein or created or otherwise imposed by any Commitment Party, and other than liens pursuant to applicable securities laws.

(f) *No Conflict.* Subject to entry of the Confirmation Order and consummation of the Plan, the sale, issuance and delivery of the Direct Investment Shares pursuant to the terms hereof, and the execution and delivery by the Company of this Agreement and compliance by it with all of the provisions hereof and thereof and the consummation of the transactions contemplated hereby and thereby: (i) will not conflict with or result in a breach or violation of, any of the terms or provisions of, or constitute a default under (with or without notice or lapse of time, or both), or result, except to the extent expressly provided in or contemplated by the Plan, in the acceleration of, or the creation of any lien under, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound or to which any of their properties or assets is subject; (ii) will not result in any violation of the provisions of the organizational documents of the Company; and (iii) assuming the accuracy of the Commitment Parties' representations and warranties in Section 5, except as set forth on Section 4(f) of the Company Disclosure Schedules, will not result in any violation of, or any termination or material impairment of any rights under, any statute or any license, authorization, injunction, judgment, order, decree, rule or regulation of any transnational, domestic or foreign federal, state or local governmental, regulatory or administrative authority, department, agency or official, including any political subdivision thereof including, without limitation, the Committee on Foreign Investment in the United States ("CFIUS") and the Defense Counterintelligence and Security Agency ("DCSA") or any federal, state, municipal, domestic or foreign court, arbitrator, or tribunal ("**Governmental Entity**") or body having jurisdiction over the Company or any of its subsidiaries or any of their respective properties, except in any such case described in clause (c) or clause

(iii), as would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

(g) *Consents and Approvals.* Assuming the accuracy of the Commitment Parties' representations and warranties in Section 5, no consent, approval, authorization, order, registration or qualification of or with any Governmental Entity having jurisdiction over the Company or any of its subsidiaries is required for the issuance, sale and delivery of the Direct Investment Shares to the Commitment Parties hereunder and the execution and delivery by the Company of this Agreement and performance of and compliance by them with all of the provisions hereof and thereof and the consummation of the transactions contemplated hereby and thereby, except (i) the entry of the Confirmation Order, (ii) filings, if any, pursuant to the HSR Act (as defined below) and the expiration or termination of all applicable waiting periods thereunder or any applicable notification, authorization, approval or consent under any other Antitrust Laws in connection with the transactions contemplated by this Agreement, (iii) consents, approvals and authorizations from the Federal Communications Commission, state public utility commissions and other similar Government Entities having jurisdiction over the assets, businesses, and operations of the Company and its Subsidiaries, (iv) the filing of any other corporate documents in connection with the transactions contemplated by this Agreement with applicable state filing agencies, (v) such consents, approvals, authorizations, registrations or qualifications as may be required under foreign securities laws, federal securities laws or state securities or Blue Sky laws in connection with the offer and sale of the Direct Investment Shares and, (vi) as set forth on Section 4(g) of the Company Disclosure Schedules, and (vii) such consents, approvals, authorizations, registrations or qualifications which are described or provided for in Section 8 or Section 9 or the absence of which would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

(h) *Reserved.*

(i) *Reserved.*

(j) *No Violation.* The Company and its subsidiaries are not, except as a result of the Chapter 11 Cases, in violation of any applicable law or statute or any judgment, order, rule or regulation of any Governmental Entity, except for any such default or violation that would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

(k) *Legal Proceedings.* Other than the Chapter 11 Cases and any adversary proceedings or contested motions commenced in connection therewith, and other than as set forth in the Disclosure Statement (as defined below), there are no legal, governmental or regulatory investigations, actions, suits or proceedings pending or, to the knowledge of the Company, threatened, in each case, to which the Company and its subsidiaries is or may be a party or to which any property of the Company and its subsidiaries is or may be the subject that, individually or in the aggregate would reasonably be expected to result in a Material Adverse Effect. For the purposes of this Agreement "knowledge of the

Company” shall mean the actual knowledge, after reasonable investigation, of Joe Spytek and Peter Myers.

(l) *No Broker’s Fees.* The Company is not a party to any contract, agreement or understanding with any person (other than this Agreement) that would give rise to a valid claim against it or the Commitment Parties for a brokerage commission, finder’s fee or like payment in connection with the offering and sale of the Direct Investment Shares.

(m) *Absence of Certain Changes.* Since May 31, 2020, no change, event, circumstance, effect, development, occurrence or state of facts has occurred or exists that have had or are reasonably expected to have, individually or in the aggregate, a Material Adverse Effect.

(n) *Environmental.* Except as to matters that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect: (i) no written notice, claim, demand, request for information, order, complaint or penalty has been received by the Company or any of its subsidiaries from any Governmental Entity, and there are no judicial, administrative or other actions, suits or proceedings pending or, to the knowledge of the Company, threatened which allege a violation of or liability under any Environmental Laws, in each case relating to the Company or any of its subsidiaries, (ii) the Company and each of its subsidiaries is in compliance with Environmental Law and has obtained, maintains in full force and effect, and is in compliance with all material permits, licenses and other approvals currently required under any Environmental Law for conduct of its business as presently conducted by the Company, and (iii) no Hazardous Materials have been released by the Company or any of its subsidiaries at any location in a manner that would reasonably be expected to give rise to any cost, liability or obligation of the Company or any of its subsidiaries under any Environmental Laws. For purposes of this Agreement, “**Environmental Law**” means all applicable foreign, federal, state and local conventions, treaties, protocols, laws, statutes, rules, regulations, ordinances, orders and decrees in effect on the date hereof relating in any manner to contamination, pollution or protection of the environment or exposure to hazardous or toxic substances, materials or wastes, and “**Hazardous Materials**” means all materials, substances, chemicals, or wastes (or combination thereof) that is listed, defined, designated, regulated or classified as hazardous, toxic, radioactive, dangerous, a pollutant, a contaminant, petroleum, oil, or words of similar meaning or effect under any Environmental Law.

(o) *Insurance.* Except as to matters that would not reasonably be expected to be, individually or in the aggregate, material to the Company and its subsidiaries, taken as a whole, the Company and each of its subsidiaries, as applicable, has insured its respective properties and assets against such risks and in such amounts as are customary for companies engaged in similar businesses and in similar jurisdictions. All premiums due and payable in respect of material insurance policies maintained by the Company and its subsidiaries have been paid, except as would not reasonably be expected to be, individually or in the aggregate, material to the Company and its subsidiaries, taken as a whole. As of the date hereof, to the knowledge of the Company, neither the Company nor any of its subsidiaries have received notice from any insurer or agent of such insurer with

respect to any material insurance policies of the Company or any of its subsidiaries of cancellation or termination of such policies, other than such notices which are received in the ordinary course of business or for policies that have expired in accordance with their terms.

(p) *Intellectual Property.* Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (i) the Company and its subsidiaries own, license or possess the right to use, all of the patents, patent rights, trademarks, service marks, trade names, copyrights, licenses, domain names, and any and all applications or registrations for any of the foregoing (collectively, “**Intellectual Property Rights**”) that are reasonably necessary for the operation of their respective businesses, without conflict with the rights of any other person, (ii) to the knowledge of the Company, neither the Company and its subsidiaries nor any Intellectual Property Right, proprietary right, product, process, method, substance, part, or other material now employed, sold or offered by the Company and its subsidiaries, is infringing upon, misappropriating or otherwise violating any valid Intellectual Property Rights of any person, and (iii) no claim or litigation regarding any of the foregoing is pending or, to the knowledge of the Company, threatened.

(q) *No Undisclosed Relationship.* Except for employment relationships and compensation, benefits and travel advances in the ordinary course of business, neither the Company nor any of its subsidiaries is a party to any agreement with, or involving the making of any payment or transfer of assets to, the Company, or any stockholder beneficially owning greater than 5% of the Company, officer, member, partner or director of the Company or any Affiliate of the Company.

(r) *Money Laundering Laws.* The operations of the Company are and have been at all times since August 12, 2015, conducted in compliance in all material respects with applicable financial recordkeeping and reporting requirements of the U.S. Currency and Foreign Transactions Reporting Act of 1970, the money laundering statutes of all jurisdictions in which the Company and its subsidiaries operate (and the rules and regulations promulgated thereunder) and any related or similar laws and there has been no material legal proceeding by or before any Governmental Entity involving the Company or any of its subsidiaries with respect to such laws is pending or, to the knowledge of the Company, threatened.

(s) *Sanctions Laws.* Neither the Company and its subsidiaries nor, to the knowledge of the Company, any of their respective directors, officers, employees or other persons acting on their behalf with express authority to so act are currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department. The Company and its subsidiaries will not directly or indirectly use the proceeds of the Direct Investment, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person, for the purpose of financing the activities of any person that, to the knowledge of the Company and its subsidiaries, is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department.

(t) *Foreign Corrupt Practices Act.* The Company has no knowledge of any actual or alleged material violations of the Foreign Corrupt Practices Act of 1977, as amended (“FCPA”), or any applicable anti-corruption or anti-bribery laws in any jurisdiction other than the United States, in each case since August 12, 2015 by the Company and its subsidiaries or any of their respective officers, directors, agents, distributors, employees or any other person acting on behalf of the Company or any of its subsidiaries.

(u) *Taxes.*

(i) Except as would not reasonably be expected to be, individually or in the aggregate, material to the Company and its subsidiaries, taken as a whole, the Company and each of its subsidiaries have paid, or will pay pursuant to the Plan, all material income, gross receipts, license, payroll, employment, excise, severance, occupation, premium, windfalls profits, customs duties, capital stock, franchise, profits, withholding, unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated or other taxes levied by a Governmental Entity, including interest and penalties thereon (“Taxes”) imposed on it or its assets, business or properties, except Taxes (i) that are being contested in good faith by appropriate proceedings and for which each of the Company and its subsidiaries (as the case may be) has set aside adequate reserves on the financial statements or (ii) that the nonpayment thereof is required or permitted by the Bankruptcy Code or, to the extent not yet due, that have been accrued and fully provided for in accordance with IFRS. Except as would not reasonably be expected to be, individually or in the aggregate, material to the Company and its subsidiaries, taken as a whole, the Company and each of its subsidiaries has timely filed all income and other returns, information statements or reports required to be filed with any Governmental Entity with respect to Taxes.

(ii) As of the date hereof, with respect to the Company and its subsidiaries, other than in connection with the Chapter 11 Cases and other than Taxes or assessments that are being contested in good faith by appropriate proceedings and for which adequate reserves have been established on the financial statements, there is no outstanding audit, assessment, dispute or claim concerning any material Tax liability of the Company and its subsidiaries (taken as a whole), and the Company and its subsidiaries have not received from any Governmental Entity any written notice regarding any contemplated or pending audit, examination or other administrative proceeding or court proceeding concerning any material amount of Taxes.

(iii) The Company and its subsidiaries have no liability for any material amount of Taxes of any other person or entity, either by operation of law, by contract or as a transferee or successor. The Company and its subsidiaries are not a party to any material Tax allocation or Tax sharing agreement with any third party (other than an agreement entered into in the ordinary course of business

consistent with past practice or the principal purpose of which is not the sharing, assumption or indemnification of Tax).

(iv) None of the Company and any of its subsidiaries has been either a “distributing corporation” or a “controlled corporation” in a distribution occurring during the last five years in which the parties to such distribution treated the distribution as one to which Section 355(a) of the Internal Revenue Code of 1986, as amended, is applicable.

(v) Neither the consummation of the Plan nor the issuance of New Equity Investment Shares will result in any material degrouping charges for tax purpose with respect to the Company or its subsidiaries.

(v) *Title to Property.*

(i) *Personal Property.* Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (A) the Company and its subsidiaries have good title to, free and clear of any and all Liens (other than Permitted Liens) or a valid leasehold interest in, all personal properties, machinery, equipment and other tangible assets of the business necessary for the conduct of the business as presently conducted by the Company and its subsidiaries and (B) such properties, (x) are in the possession or control of the Company or its subsidiaries; and (y) are in good and operable condition and repair, reasonable wear and tear excepted. For purposes of this Agreement, “**Liens**” and “**Permitted Liens**” shall have the respective meanings given to those terms in the DIP Credit Agreement (as defined in the Plan).

(ii) *Leased Real Property.* The Company and its subsidiaries have complied with all obligations under all leases to which it is a party that have not been rejected in the Chapter 11 Cases, except where the failure to comply would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, and all such leases are in full force and effect (except to the extent subject to applicable to bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, and similar laws affecting creditors’ rights generally and to general principles of equity), except leases in respect of which the failure to be in full force and effect would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. The Company and its subsidiaries enjoy peaceful and undisturbed possession under all such leases, other than leases in respect of which the failure to enjoy peaceful and undisturbed possession would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(w) *Labor Relations.* There is no labor or employment-related legal proceeding pending or, to the knowledge of the Company, threatened against the Company or any of its subsidiaries, by or on behalf of any of their respective employees or such employees’ labor organization, works council, workers’ committee, union representatives or any other type of employees’ representatives appointed for collective bargaining purposes, or

by any Governmental Entity having jurisdiction over the Company or any of its subsidiaries or any of their respective properties or employees, that has had or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(x) *Licenses and Permits.* The Company and its subsidiaries possess all licenses, certificates, permits and other authorizations issued by, and have made all declarations and filings with, the appropriate Governmental Entities that are necessary for the ownership or lease of their respective properties and the conduct of their business as presently conducted by the Company and its subsidiaries, in each case, except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, the Company and its subsidiaries (i) have not received written notice of any revocation or modification of any such license, certificate, permit or authorization or (ii) have no reason to believe that any such license, certificate, permit or authorization will not be renewed in the ordinary course.

(y) *Material Contracts.* All Material Contracts are valid, binding and enforceable by and against the Company and its subsidiaries, as applicable (except to the extent enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, and similar laws affecting creditors' rights generally and to general principles of equity), except where the failure to be valid, binding or enforceable would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, and no written notice to terminate, in whole or part, any Material Contract has been delivered to the Company and its subsidiaries except where such termination would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Other than as a result of the filing of the Chapter 11 Cases, neither the Company and its subsidiaries nor, to the knowledge of the Company and its subsidiaries, any other party to any Material Contract, is in default or breach under the terms thereof except (x) as set forth on Section 4(bb) of the Company Disclosure Schedules, or (y) in each case, for such instances of default or breach that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. For purposes of this Agreement, "**Material Contract**" means any contract necessary for the operation of the business of the Company and its subsidiaries as presently conducted by the Company and its subsidiaries that is a "material contract" (as such term is defined in Item 601(b)(10) of Regulation S-K or required to be disclosed on a current report on Form 8-K).

(z) *No Undisclosed Material Liabilities.* There are no liabilities or obligations of the Company or any of its subsidiaries of any kind whatsoever, whether accrued, contingent, absolute, determined or determinable, other than: (i) liabilities or obligations disclosed and provided for in the Financial Statements (as defined below), (ii) liabilities or obligations incurred in the ordinary course of business since the Reference Date (as defined below) or (iii) liabilities or obligations which would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(aa) *Financial Statements.* The financial statements and the related notes thereto of the Company and its consolidated subsidiaries for the year ending December 31, 2019 and the interim period ending May 31, 2020 (the “**Reference Date**”) provided to the Commitment Parties prior to the date hereof (the “**Financial Statements**”) present fairly in all material respects the consolidated financial position of the Company and its subsidiaries as of the dates indicated and the results of their operations and their cash flows for the periods specified. Such financial statements have been prepared in conformity with IFRS as applied on a consistent basis throughout the periods covered thereby (except as disclosed therein).

(bb) *No representations or warranties by the Company or Australian Administrators.* Except for the representations and warranties expressly set forth in this Section 4 (as modified by the Disclosure Schedules), neither the Company, New Speedcast Parent, the Australian Administrator nor any other person has made, makes or shall be deemed to make any other representation or warranty of any kind whatsoever, express or implied, written or oral, at law or in equity, on behalf of the Company or any other Company Group Entities or any of their respective Affiliates, including any representation or warranty regarding the Company or any other Company Group Entities or any other person, the transactions contemplated by this Agreement or any other matter, and the Company hereby disclaims all other representations and warranties of any kind whatsoever, express or implied, written or oral, at law or in equity, whether made by or on behalf of the Company or any other person, including any of their respective directors, officers, employees, advisors, agents, consultants, attorneys, accountants, financial advisors or other representatives (collectively, in respect of a person, such person’s “**Representatives**”). Except for the representations and warranties expressly set forth in this Section 4 (as modified by the Disclosure Schedules), the Company hereby (a) disclaims and negates any representation or warranty, expressed or implied, at common law, by statute, or otherwise, relating to the condition of the Company Group Entities and any of their respective assets, and (b) disclaims all liability and responsibility for all projections, forecasts, estimates, financial statements, financial information, appraisals, statements, promises, advice, data or information made, communicated or furnished (orally or in writing, including electronically) to the Commitment Parties or any of their Affiliate, Related Funds or Representatives (including any opinion, information, projection, or advice that may have been or may be provided to a Commitment Party by any Representative of the Company Group Entities), including omissions therefrom. Without limiting the foregoing, the Company make no representation or warranty of any kind whatsoever, express or implied, written or oral, at law or in equity, to the Commitment Parties or any of their Affiliates, Related Funds or any Representatives regarding the probable success, profitability or value of the Company Group Entities. For the purposes of this Agreement, (i) “**Affiliate**” means, with respect to any specified person, any other person that, at the time of determination, directly or indirectly through one or more intermediaries, Controls, is Controlled by or is under common Control with such specified person (other than a portfolio company of such person or any entity controlled by such portfolio company), and (ii) “**Control**” means, as to any person, the power to direct or cause the direction of the management and policies of such person, whether through the ownership of voting securities, by contract or otherwise.

Section 5. REPRESENTATIONS AND WARRANTIES OF THE COMMITMENT PARTIES. Each of the Commitment Parties, severally and not jointly, represents and warrants to, and agrees with, the Company as set forth below. Each representation, warranty and agreement is made as of the date hereof.

(a) *Formation.* Such Commitment Party has been duly organized or formed, as applicable, and is validly existing as a corporation or other entity in good standing under the applicable laws of its jurisdiction of organization or formation.

(b) *Power and Authority.* Such Commitment Party has the requisite power and authority to enter into, execute and deliver this Agreement and to perform its obligations hereunder and has taken all necessary action required for the due authorization, execution, delivery and performance by it of this Agreement.

(c) *Execution and Delivery.* This Agreement has been duly and validly executed and delivered by such Commitment Party and constitutes its valid and binding obligation, enforceable against such Commitment Party in accordance with its terms.

(d) *Securities Laws Compliance.* The Direct Investment Shares will not be offered for sale, sold or otherwise transferred by such Commitment Party except pursuant to an effective registration statement under the Securities Act of 1933 and the rules and regulations of the SEC thereunder (the “**Securities Act**”) or in a transaction exempt from or not subject to registration under the Securities Act and in accordance with any applicable state securities laws.

(e) *Purchase Intent.* Such Commitment Party is acquiring the Direct Investment Shares for its own account or for the accounts for which it is acting as investment advisors or manager, and not with a view to distributing or reselling such Direct Investment Shares or any part thereof. Such Commitment Party understands that such Commitment Party must bear the economic risk of this investment, and further understands that it is not currently contemplated that any Direct Investment Shares will be registered.

(f) *Investor Status.* Such Commitment Party is (i) an “accredited investor” (as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act) or a qualified institutional buyer within the meaning of Rule 144A of the Securities Act and (ii) a “professional investor” within the meaning of the Corporations Act 2001 (Cth) (the “**Corporations Act**”). Such Commitment Party understands that the Direct Investment Shares are being offered and sold to such Commitment Party in reliance upon specific exemptions from the registration requirements of United States federal and state securities laws and that each of the Company and New Speedcast Parent is relying upon the truth and accuracy of, and such Commitment Party’s compliance with, the representations, warranties, agreements, acknowledgments and understandings of such Commitment Party set forth herein in order to determine the availability of such exemptions and the eligibility of such Commitment Party to acquire such securities. Such Commitment Party has such knowledge and experience in financial and business matters such that it is capable of evaluating the merits and risks of its investment in the Direct

Investment Shares. Such Commitment Party understands and is able to bear any economic risks associated with such investment (including the necessity of holding such shares for an indefinite period of time). Except for the representations and warranties expressly set forth in this Agreement, such Commitment Party has independently evaluated the merits and risks of its decision to enter into this Agreement and disclaims reliance on any representations or warranties, either express or implied, by or on behalf of the Company, the Debtors or New Speedcast Parent. Such Commitment Party acknowledges that it has been afforded the opportunity to ask questions and receive answers concerning the Company Group Entities, New Speedcast Parent and their businesses and operations, and to obtain additional information that it has requested to verify the accuracy of the information contained herein.

(g) *No Conflict.* Assuming the consents referred to in clause 5(h) are obtained, the execution and delivery by such Commitment Party of this Agreement, the compliance by such Commitment Party with all provisions hereof and the consummation of the transactions contemplated hereunder (i) will not result in any violation of the provisions of the organizational documents of such Commitment Party; and (ii) assuming the accuracy of the Company's representations and warranties in Section 4, will not result in any violation of, or any termination or material impairment of any rights under, any statute or any license, authorization, injunction, judgment, order, decree, rule or regulation of any Governmental Entity having jurisdiction over such Commitment Party or any of their properties, except in any such case described in clause (ii), as would not, individually or in the aggregate, reasonably be expected to result in a material adverse effect on the ability of such Commitment Party to perform its obligations under this Agreement.

(h) *Consents and Approvals.* Assuming the accuracy of the Company's representations and warranties in Section 4, no consent, approval, authorization, order, registration or qualification of or with any Governmental Entity having jurisdiction over such Commitment Party or any of its properties is required for the purchase of the Shares by the Commitment Parties hereunder and the execution and delivery by such Commitment Party of this Agreement and performance of and compliance by it with all of the provisions hereof and thereof (and the consummation of the transactions contemplated hereby and thereby), except (i) the entry of the Confirmation Order, (ii) filings, if any, pursuant to the HSR Act and the expiration or termination of all applicable waiting periods thereunder or any applicable notification, authorization, approval or consent under any other Antitrust Laws in connection with the transactions contemplated by this Agreement, (iii) consents, approvals and authorizations from the Federal Communications Commission, state public utility commissions and other similar Government Entities having jurisdiction over the assets, businesses, and operations of the Company and its Subsidiaries; (iv) the filing of any other corporate documents in connection with the transactions contemplated by this Agreement with applicable state filing agencies, (v) such consents, approvals, authorizations, registrations or qualifications as may be required under foreign securities laws, federal securities laws or state securities or Blue Sky laws in connection with the offer and sale of the Direct Investment Shares, (vi) as set forth on Section 4(g) of the Company Disclosure

Schedules, and (vii) such consents, approvals, authorizations, registrations or qualifications which are described or provided for in Section 8 or Section 9 or the absence of which would not, individually or in the aggregate, reasonably be expected to result in a material adverse effect on the ability of such Commitment Party to perform its obligations under this Agreement.

(i) *Sufficiency of Funds.* As of the date hereof, such Commitment Party has access to sufficient immediately available funds and/or capital commitments, and as of the Commitment Funding Deadline such Commitment Party will have sufficient immediately available funds, to make and complete the payment of the aggregate purchase price for Direct Investment Shares on or prior to the Commitment Funding Deadline.

(j) *No Brokers Fee.* Such Commitment Party is not a party to any contract with any person that would give rise to a valid claim against any of the Debtors for a brokerage commission, finder's fee or like payment in connection with the Direct Investment or the sale of the Direct Investment Shares.

(k) *Due Diligence Investigation.* Such Commitment Party acknowledges and represents and warrants to the Company that:

(i) such Commitment Party (a) has completed such inquiries and investigations as it has deemed appropriate into, and, based thereon, has formed an independent judgment concerning, the Company Group Entities and the transactions contemplated by this agreement, and (b) has been furnished with, or given access to, all such projections, forecasts, estimates, appraisals, statements, promises, advice, data or information about the Company Group Entities sufficient to make the agreements hereunder. Such Commitment Party further acknowledges and agrees that (x) the only representations and warranties made by the Company are the representations and warranties expressly set forth in Section 4 (as modified by the Disclosure Schedules) and such Commitment Party has not relied upon any other express or implied representations, warranties or other projections, forecasts, estimates, appraisals, statements, promises, advice, data or information made, communicated or furnished by or on behalf of the Company Group Entities or any of their respective Affiliates or Representatives, including any projections, forecasts, estimates, appraisals, statements, promises, advice, data or information made, communicated or furnished by or through the Company's financial professional advisors, or management presentations, data rooms (electronic or otherwise) or other due diligence information, and that such Commitment Party will not have any right or remedy arising out of any such other representation, warranty or other projections, forecasts, estimates, appraisals, statements, promises, advice, data or information and (y) any claims such Commitment Party may have for breach of any representation or warranty shall be based solely on the representations and warranties of Seller expressly set forth in Section 4 (as modified by the Disclosure Schedules).

(ii) entry by such Commitment Party into this Agreement is as a result of, and in reliance solely upon (i) such Commitment Party's and its Representatives' knowledge, experience, enquiries and advice concerning the Company Group Entities; and (ii) such Commitment Party's due diligence inquiries and investigations, and without the benefit of any inducement, representation or warranty from any Company Group Entity, the Australian Administrators or their respective Representatives (irrespective of whether or not the due diligence investigation was as full or as exhaustive as such Commitment Party would have wished) other than those expressly set out in this Agreement;

(iii) other than as set out in this Agreement, none of the Company Group Entities, the Australian Administrators or their respective Representatives: (i) has made or makes any representation or warranty as to the accuracy or completeness of any information provided by the Company or any other Company Group Entity, the Australian Administrators or their respective Representatives to such Commitment Party or its Representatives in connection with this Agreement; (ii) accepts any duty of care in relation to such Commitment Party or its Representatives in respect of any such information; or (iii) will be liable to such Commitment Party or its Representatives if, for whatever reason, any information provided by a Company Group Entity, the Australian Administrators or their respective Representatives to such Commitment Party or its Representatives is or becomes inaccurate, incomplete or misleading in any way;

(iv) except as set out in this Agreement, all warranties and representations on the part of the Company and any other Company Group Entities, whether express or implied, statutory or otherwise (including under the *Competition and Consumer Act 2010* (Cth) or the Corporations Act) are, to the fullest extent permitted by law, expressly excluded and the Company Group Entities and the Australian Administrators disclaim all liability in relation to them to the fullest extent permitted by law (on its own behalf and on behalf of the Australian Administrators and their respective Representatives); and

(v) the information provided to such Commitment Party or its Representatives in connection with the Company Group Entities, the Australian Administrators or this Agreement (i) has not been verified, analyzed, audited, tested, assessed or reviewed by any Company Group Entity, the Australian Administrators or their respective Representatives, and (ii) may not constitute all information which may be required by it to make an assessment of the Company Group Entities or any of the transactions contemplated by this Agreement.

Section 6. ADDITIONAL COVENANTS OF THE COMPANY. The Company agrees with the Commitment Parties as follows:

(a) *Plan and Disclosure Statement*. The Company shall, and shall cause the other Debtors to:

(i) file with the Bankruptcy Court, no later than one (1) Business Day following the date hereof, the Plan in the form attached hereto as Exhibit A and a related disclosure statement (the “**Disclosure Statement**”) on terms consistent with this Agreement and the Plan, and in each case otherwise in form and substance reasonably acceptable to the Required Commitment Parties and the Company;

(ii) use reasonable best efforts to obtain the entry of an order by the Bankruptcy Court, in form and substance reasonably acceptable to the Company and the Required Commitment Parties, approving the Disclosure Statement on a conditional basis (the “**Disclosure Statement Order**”) as soon as practicable; and

(iii) use reasonable best efforts to obtain the entry of a Confirmation Order by the Bankruptcy Court, in form and substance reasonably acceptable to the Required Commitment Parties and the Company.

The Company will provide to the Commitment Parties and their counsel a draft copy of the Plan, the Disclosure Statement, the Disclosure Statement Order and the Confirmation Order and a reasonable opportunity to review and comment on such documents and orders prior to the same being filed with the Bankruptcy Court.

(b) *Support of the Plan.* The Company and the Debtors, as applicable, shall (i) negotiate in good faith the terms of the Disclosure Statement Order and the Confirmation Order and such other agreements, documents, motions or filings necessary to implement the Restructuring, and (ii) support and make commercially reasonable efforts to (A) obtain the entry of the Confirmation Order, and (B) take all other actions required under the terms of this Agreement and, once filed, the Plan, consistent with the Bankruptcy Code, the Bankruptcy Rules and the Plan.

(c) [RESERVED]

(d) [RESERVED]

(e) [RESERVED]

(f) *Restructuring Transactions; Restructuring Documents.* The Company shall negotiate in good faith and otherwise use its reasonable best efforts to agree upon, enter into and make effective such agreements, instruments, documents, motions and/or filings as may be necessary or advisable to effectuate the Litigation Trust, the Restructuring, the Corporate Restructuring, the Restructuring Steps, the Restructuring Transactions, and the organizational form, tax classification and tax residence of the Reorganized Debtors and New Speedcast Parent (in each case, as defined in the Plan) and the other terms of the Plan (collectively, the “**Restructuring Documents**”), on terms consistent in all material respects with this Agreement and the Plan and otherwise in form and substance reasonably acceptable to the Required Commitment Parties and the Company.

(g) *Consultation and Cooperation.* The Company will, and will cause the other Company Parties to, deliver to Wachtell, Lipton, Rosen & Katz and any other counsel to a Commitment Party (to the extent practicable) as soon as available but no later than two Business Days prior to filing, copies of all proposed non-ministerial or non-administrative pleadings, motions, applications, orders and other documents to be filed by or on behalf of the Company Parties with the Bankruptcy Court in the Chapter 11 Cases, and shall consult in good faith with Wachtell, Lipton, Rosen & Katz and any other counsel to a Commitment Party and the other advisors to the Commitment Parties regarding the form and substance of any such document. The Disclosure Statement Order, the Confirmation Order, the other Restructuring Documents shall be in form and substance reasonably acceptable to the Required Commitment Parties and the Company.

(h) *Share Legend.* Each certificate evidencing Direct Investment Shares issued hereunder and each certificate issued in exchange for or upon the transfer of any such shares, shall be stamped or otherwise imprinted with a legend (the “**Legend**”) in substantially the following form:

“THE SECURITIES REPRESENTED BY THIS CERTIFICATE WERE ORIGINALLY ISSUED ON [DATE OF ISSUANCE], HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”), OR ANY OTHER APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR AN AVAILABLE EXEMPTION FROM REGISTRATION THEREUNDER.”

In the event that any such Direct Investment Shares are uncertificated, such Direct Investment Shares shall be subject to a restrictive notation substantially similar to the Legend in the stock ledger or other appropriate records maintained by New Speedcast Parent or agent and the term “Legend” shall include such restrictive notation. New Speedcast Parent shall remove the Legend (or restrictive notation, as applicable) set forth above from the certificates evidencing any such Direct Investment Shares (or the share register or other appropriate New Speedcast Parent records, in the case of uncertificated shares), upon request, at any time after the restrictions described in such Legend cease to be applicable, including, as applicable, when such Direct Investment Shares may be sold under Rule 144 of the Securities Act. New Speedcast Parent may reasonably request such certificates or other factual evidence that such restrictions no longer apply as a condition to removing the Legend.

(i) *Approvals.* Except as set forth in this Agreement or with the prior written consent of the Required Commitment Parties, during the period from the date of this Agreement to the earlier of the Plan Effective Date and the date on which this Agreement is terminated in accordance with its terms, the Company shall, and shall (to the extent applicable) cause the other Company Group Entities to, use reasonable best efforts to take all actions and prepare and file as promptly as practicable (but in no event (x) earlier than is advised by the Company’s regulatory counsel or (y) later than the date that is three weeks following the Plan Sponsor Selection Date (as defined in the Plan Sponsor Selection Procedures) or at such later date as mutually reasonably agreed by the

Company and the Required Commitment Parties) all necessary filings (or drafts thereof) (including by reasonably cooperating with the Commitment Parties as to the content of such filings; *provided* that the Company shall be entitled to redact or designate as outside-counsel only any competitively sensitive information or information relating to valuation) and to effect all applications that are necessary or advisable in connection with seeking any approval, clearance, exemption or authorization from any Governmental Entity, including without limitation, DCSA, CFIUS, ASIC (if applicable) and ASX, and under any Antitrust Laws including the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder (the “**HSR Act**”), so as to consummate and make effective the Restructuring or to otherwise waive the requirement for the Company to obtain shareholder approval, including the transactions contemplated by this Agreement no later than the Outside Date. To the extent permitted by applicable law, the Company shall promptly notify the Commitment Parties (and furnish to them copies of, if requested) of any communications from Governmental Entities and shall not participate in any meeting or discussion with any such authority unless it consults with Wachtell, Lipton, Rosen & Katz and any other counsel to a Commitment Party, on behalf of the Commitment Parties, in advance to the extent permitted by applicable law and gives Wachtell, Lipton, Rosen & Katz and any other counsel to a Commitment Party, on behalf of the Commitment Parties, reasonable prior notice of the meeting or discussion and the opportunity to attend and participate thereat. The Company shall not, and shall cause the other Company Group Entities not to, take any action that impedes or materially delays, or is reasonably likely to materially impede or delay, the ability of the Parties to obtain any necessary approvals required for the transactions contemplated by this Agreement by the Outside Date. The Company shall, and shall cause the other Company Group Entities to, take any and all necessary steps to resolve as soon as reasonably practicable any inquiry or investigation by any Government Entity relating to the transactions contemplated by this Agreement. In connection with any such inquiry or investigation, the Company further agrees to supply as promptly as reasonably practicable any additional information and documentary material that may be requested or required pursuant to applicable law, including any Antitrust Law. The Company shall not withdraw their HSR Act filings, or any filings necessary to consummate the transactions contemplated by this Agreement, enter into any agreements to extend any HSR Act waiting period or enter into any agreements not to consummate or delay consummation of the transactions contemplated by this Agreement without the prior written consent of the Required Commitment Parties, other than as contemplated in Section 12(a) of this Agreement. Notwithstanding the foregoing, the Company shall not, and shall cause the other Company Group Entities not to, make, agree to or accept any offer, acceptance or counter-offer with any Governmental Entity with respect to any proposed settlement, consent decree, commitment or remedy, except as specifically agreed to with the Required Commitment Parties. For purposes of this Agreement, “**Antitrust Laws**” means the HSR Act, the Sherman Act, as amended, the Clayton Act, as amended, the Federal Trade Commission Act, as amended, and all other applicable laws that are designed or intended to prohibit, restrict or regulate actions or transactions having the purpose or effect of monopolization or restraint of trade or lessening of competition through merger or acquisition or effectuating foreign investment.

(j) *Conduct of Business.* Before and through the Plan Effective Date, except as (A) expressly set forth herein, (B) expressly provided in the Plan, any order entered by the Bankruptcy Court or in connection with the Australian Insolvency Proceedings, or (C) with the express written consent of the Required Commitment Parties (such consent not to be unreasonably withheld, conditioned or delayed), the Company shall, and shall cause the other Company Group Entities to, (i) except to the extent inconsistent with the Bankruptcy Code or the DIP Credit Agreement, carry on its business in the ordinary course based on historical practices and the operations contemplated in the Company's existing business plan (as may be updated in the ordinary course from time to time with the consent of the Required Commitment Parties), (ii) preserve intact their current business organization (including by not taking or failing to take any action that would cause a change to the tax status or classification of any Company Group Entity), (iii) use commercially reasonable efforts to keep available the services of their current executive officers and key employees, and (iv) use commercially reasonable efforts to preserve their relationships with material customers, suppliers, licensors, licensees, distributors and others having material business dealings with the Company Group Entities. Notwithstanding anything to the contrary contained herein, any action taken, or omitted to be taken, by the Company or any other Company Group Entity (a) in connection with the Australian Insolvency Proceedings or any other insolvency process in any jurisdiction in relation to the Company Group Entities, in each case, as may be necessary or advisable to effect the Restructuring or (b) any action taken, or omitted to be taken, by the Company Group Entities pursuant to any law, directive, pronouncement or guideline providing for business closures, "sheltering-in-place" or other restrictions that relates to, or arises out of, the COVID-19 pandemic (collectively, a "**COVID-19 Response**") shall in no event constitute a breach of this Section 6(j).

(k) *Access to Information.* The Company shall (i) afford the Commitment Parties and their respective representatives upon reasonable request and reasonable notice, from the period commencing on the date hereof and through the Plan Effective Date, reasonable access, during normal business hours and without unreasonable disruption or interference with the Company's business or operations, to the Company's employees, advisors, properties, books, contracts and records and (ii) during such period, furnish promptly to such parties all reasonable information concerning the Company's business, properties and personnel and Tax profile, including the Tax structure and Tax attributes of the Company Group Entities, as may reasonably be requested by any such party, and directly related to a stated purpose for such request, including tax and financial analyses conducted by the Company and its advisors to the extent such analyses may be relevant to the Commitment Parties' Direct Investment and participation in the transactions contemplated by this Agreement and (iii) during such period, keep the Commitment Parties reasonably informed of any pending or threatened legal, governmental or regulatory investigations, actions, suits or proceedings and any internal investigations relating to any potential or alleged violation of any applicable law or statute or any judgment, order, rule or regulation of any Governmental Entity; *provided* that the foregoing shall not require the Company (x) to permit any inspection, or to disclose any information, that in the reasonable judgment of the Company would cause the Company to violate any of its obligations with respect to confidentiality to a third

party, (y) to disclose any legally privileged or commercially sensitive information of the Company or (z) to violate any applicable laws or orders; *provided, further*, that in such instances the Company shall to the extent permitted by applicable laws inform the Commitment Parties of the general nature of the information being withheld and, if a Commitment Party requests, exercise commercially reasonable efforts to provide such information, in whole or in part, in a manner that would not result in any of the outcomes described in preceding proviso; *provided, further*, that the Commitment Parties shall, as a condition to such access, enter into customary access letters at the request of the Company and its advisors. Notwithstanding anything to the contrary contained herein, the Company shall be deemed not to have violated or breached this Section 6(k) to the extent such breach is the consequence of actions reasonably taken by the Company in connection with a COVID-19 Response; *provided*, that the Company shall, to the extent legally permissible, reasonably necessary and practicable, make appropriate substitute arrangements.

(l) *Further Assurances.* Without in any way limiting any other obligation of the Company in this Agreement, the Company shall use commercially reasonable efforts to take or cause to be taken all actions, and do or cause to be done all things, reasonably necessary, and as any Commitment Party may reasonably request, in order to consummate and make effective the transactions contemplated by this Agreement. The Company furthermore agrees that it shall perform, and cause the other Company Group Entities to perform, any and all of its covenants, agreements and obligations under this Agreement and not take any actions that would be inconsistent with such obligations.

(m) [RESERVED]

(n) *Appointment of Australian Administrators.* The Parties hereby acknowledge and agree that, after the date hereof, the Company may appoint one or more administrators of the Company (an “**Australian Administrator**”), *provided* that prior to the appointment of an Australian Administrator, the Company shall consult in good faith with the Commitment Parties regarding the necessity and desirability of such appointment; *provided, however*, that such consultation shall not be deemed to constrain the free exercise of business judgment by the board of directors of the Company in accordance with their fiduciary duties. The Parties agree to (i) cooperate with, and take all measures reasonably necessary to support, any such appointment of an Australian Administrator, (ii) that the terms of this Agreement concerning or otherwise applicable to an “Australian Administrator” shall apply as between the Parties with respect to such Australian Administrator following any such appointment, and (iii) take all steps reasonably necessary to effect and support a deed of company arrangement or other arrangements satisfactory to such Australian Administrators giving effect to the Plan.

(o) *Plan Sponsor Selection Procedures; Notice.* This Agreement is subject to approval by the Bankruptcy Court and the consideration by the Company of higher or better competing bids in respect of all of the Company and its subsidiaries (each a “**Competing Plan Proposal**”). From the date hereof (and any prior time) and until the Plan Sponsor Selection Date, the Company is permitted to and to cause its Representatives and Affiliates to, initiate contact with, solicit or encourage submission of

any inquiries, proposals or offers by, any Person (in addition to the Commitment Parties and their Affiliates and Representatives) in connection with a Competing Plan Proposal. In addition, the Company shall have the responsibility and obligation to respond to any inquiries or offers for a Competing Plan Proposal and perform any and all other acts related thereto which are required under the Bankruptcy Code, the Plan Sponsor Selection Process (as defined in the Plan) or other applicable Law, including supplying information relating to the Company to prospective bidders. Until the earlier to occur of the termination of this Agreement and the date of the Confirmation Hearing, the Company shall provide copies of any Competing Plan Proposals to the Commitment Parties in accordance with the terms of the Plan Sponsor Selection Process.

Section 7. ADDITIONAL COVENANTS OF THE COMMITMENT PARTIES. Each of the Commitment Parties agrees, severally and not jointly, with the Company and each other Commitment Party:

(a) *Approvals.* Except as set forth in this Agreement or with the prior written consent of the Company, during the period from the date of this Agreement to the earlier of the Plan Effective Date and the date on which this Agreement is terminated in accordance with its terms, each Commitment Party shall use reasonable best efforts to take all actions and prepare and file as promptly as practicable (but in no event (x) earlier than is advised by the Company's regulatory counsel or (y) later than the date that is three weeks following the Plan Sponsor Selection Date (as defined in the Plan Sponsor Selection Procedures) or at such later date as mutually reasonably agreed by the Company and the Required Commitment Parties) all necessary filings (or drafts thereof) (including by reasonably cooperating with the Company and each other Commitment Party as to the contents of such filings; *provided* that the Commitment Parties shall be entitled to redact or designate as outside-counsel only any competitively sensitive information, information relating to valuation, or confidential information related to their respective investors) and to effect all applications that are necessary or advisable in connection with seeking any governmental approval, clearance, exemption or authorization from any Governmental Entity, including without limitation, DCSA and CFIUS, and under any Antitrust Laws including the HSR Act, so as to consummate and make effective the transactions contemplated by this Agreement no later than the Outside Date. To the extent permitted by applicable law, each Commitment Party shall promptly notify the Company and any other Commitment Party subject to the same filing or notice before any Governmental Entity (a "**Joint Commitment Party**") (and furnish to the Company and any Joint Commitment Party copies of, if requested) of any communications from any Government Entity and shall not participate in any discussion or meeting with any such Government Entity unless it consults with the Company and any Joint Commitment Party in advance and gives the Company and any Joint Commitment Party reasonable prior notice of the meeting or discussion and the opportunity to attend and participate thereat. No Commitment Party shall take any action that is intended or reasonably likely to materially impede or delay the ability of the Parties to obtain any necessary approvals required for the transactions contemplated by this Agreement by the Outside Date. The Commitment Parties shall, and shall cause their Affiliates to, take any and all necessary steps to resolve as soon as reasonably practicable

any inquiry or investigation by any Government Entity relating to the transactions contemplated by this Agreement. In connection with any such inquiry or investigation, the Commitment Parties further agree to supply as promptly as reasonably practicable any additional information and documentary material that may be requested or required pursuant to applicable law, including any Antitrust Law. The Commitment Parties shall not withdraw their HSR Act filings, or any filings necessary to consummate the transactions contemplated by this Agreement, enter into any agreements to extend any HSR Act waiting period or enter into any agreements not to consummate or delay consummation of the transactions contemplated by this Agreement without the prior written consent of the Company, other than as contemplated in Section 12(a) of this Agreement. Neither the Commitment Parties nor their respective Related Parties (as defined below) shall be required to (i) propose, negotiate, commit to and effect, by consent decree, hold separate order or otherwise, the sale, divestiture or disposition of, or prohibition or limitation on the ownership, equity interest, or operation by the Commitment Parties or any of their respective Related Parties of any portion of the business, properties or assets of the Company, Commitment Parties or any of their respective Related Parties, nor shall any Commitment Party make any offer, acceptance or counter-offer to or otherwise engage in negotiations or discussions with any Governmental Entity with respect to any such action without the written consent of the Required Commitment Parties, or (ii) initiate and/or participate in any proceedings, whether judicial or administrative, in order to (a) oppose or defend against any action by any Governmental Entity to prevent or enjoin the consummation of the transactions contemplated by this Agreement, and/or (b) take such action to overturn any regulatory action by any Governmental Entity to block consummation of the transactions contemplated by this Agreement, including by defending any suit, action or other legal proceeding brought by any Governmental Entity in order to avoid the entry of, or to have vacated, overturned or terminated, any decree, judgment, injunction or other order, whether temporary, preliminary or permanent, resulting from any suit, action or other legal proceeding; provided, that the Commitment Parties shall be required to propose, negotiate, commit to and effect, by consent decree, hold separate order or otherwise, the sale, divestiture or disposition of the business, properties or assets of the Company, or prohibition or limitation on the ownership, equity interest, or operation by the Commitment Parties of the Company; provided, further, that any such sale, divestiture, disposition, prohibition or limitation (A) is conditioned on the occurrence of, and shall become effective only from and after, the Plan Effective Date and (B) will not, in the aggregate, have a material and adverse effect on the Company and its subsidiaries or their respective assets, liabilities or operations, or on the value of the Direct Investment Shares.

(b) *Support of Plan.* Each Commitment Party agrees, severally and not jointly, that, prior to the earlier to occur of (x) the Plan Effective Date and (y) the termination of this Agreement in accordance with its terms, that it shall, (i) negotiate in good faith the terms of the Disclosure Statement Order and the Confirmation Order and such other agreements, documents, motions or filings necessary to implement the Restructuring and (ii) use its reasonable best efforts to cause its controlled Affiliates to agree to: (A) timely vote or cause to be voted all of its Claims owned or controlled by it to accept the Plan by timely delivering a duly executed and completed ballot or ballots, as applicable,

accepting the Plan; (B) not change or withdraw such vote or exercise (or cause or direct such vote or exercise to be changed or withdrawn); (C) consent to the treatment of all Claims and Interests in the Debtors as set forth in the Plan; and (D) not object to or otherwise commence any proceeding or take any other action opposing any of the terms of the Disclosure Statement or the Plan or this Agreement or that is inconsistent with or would materially delay or impede the consummation of the Plan or the transactions contemplated by this Agreement, unless, in each case, the Plan is modified in a manner that violates the terms of this Agreement.

(c) [RESERVED]

(d) [RESERVED]

(e) [RESERVED]

(f) *Restructuring Documents.* If applicable, each Commitment Party shall negotiate in good faith and otherwise use its reasonable best efforts to agree upon, enter into and make effective the Restructuring Documents, in each case on terms consistent in all material respects with this Agreement and the Plan and otherwise in form and substance reasonably acceptable to the Company and the Required Commitment Parties.

Section 8. CONDITIONS TO THE OBLIGATIONS OF THE COMMITMENT PARTIES. The obligations of each Commitment Party to purchase its respective Direct Investment Shares on the Plan Effective Date are subject to the satisfaction of the following conditions (unless waived by the Required Commitment Parties):

(a) *Plan and Confirmation Order.* The Plan, the Disclosure Statement, the Confirmation Order and the Disclosure Statement Order, as entered or approved by the Bankruptcy Court, as applicable, shall each be in the form and substance reasonably acceptable to the Debtors and the Required Commitment Parties, and, in the case of the Confirmation Order and the Disclosure Statement Order, shall be final, non-appealable and not subject to any stay as of the Plan Effective Date.

(b) *Conditions to the Plan.* The conditions to the occurrence of the Plan Effective Date set forth in the Plan shall have been satisfied or waived in accordance with the terms thereof and, concurrent with the consummation of the Direct Investment contemplated hereunder, and the Plan Effective Date shall have occurred or be deemed to have occurred.

(c) *Approvals.* (i) Any waiting period (and any extensions thereof) applicable to consummate the transactions contemplated by this Agreement under the HSR Act shall have expired or been terminated and (ii) all orders, notifications, approvals, clearances, waivers, exemptions, declarations, authorizations and consents of any Governmental Entity as required to consummate the transactions contemplated by this Agreement shall have been issued, made, or obtained, as applicable.

(d) *Commitment Funding Notice.* The Commitment Parties shall have received a Commitment Funding Notice in accordance with Section 1(b).

(e) *Valid Issuance.* The Direct Investment Shares shall be, upon (i) payment of the Aggregate Purchase Price as provided herein and (ii) the Plan Effective Date, validly issued and outstanding, and free and clear of all Taxes, liens, pre-emptive rights, rights of first refusal, subscription and similar rights, except as set forth herein or created or otherwise imposed by any Commitment Party, and other than liens pursuant to applicable securities laws.

(f) *No Restraint.* No judgment, injunction, decree or other legal restraint shall be in effect that prohibits the consummation of the Plan, the Restructuring, the Direct Investment or the transactions contemplated hereby or thereby.

(g) *Representations and Warranties.*

(i) The representations and warranties of the Company contained in Sections 4(a), (b), (c), (e) and (f)(ii) that are qualified as to materiality shall be true and correct, and those not so qualified shall be true and correct in all material respects on and as of the date hereof and on and as of the Plan Effective Date as if made on and as of such date (or, to the extent made as of a specific date, as of such date); and

(ii) all other representations and warranties of the Company contained in Section 4 shall be true and correct (without giving effect to any qualification set forth therein as to “materiality”, “Material Adverse Effect” or other qualifications based on the word “material” or similar phrases) on and as of the date hereof and on and as of the Plan Effective Date as if made on and as of such date (or, to the extent made as of a specific date, as of such date), except, where the failure of such representations and warranties to be so true and correct does not have, and would not reasonably be expected to have, a Material Adverse Effect.

(h) *Covenants.* The Company shall have performed and complied in all material respects with all obligations and agreements required in this Agreement to be performed or complied with by it prior to the Plan Effective Date.

(i) *Material Adverse Effect.* Since the date hereof, there shall not have occurred a Material Adverse Effect. For the purposes of this Agreement, “**Material Adverse Effect**” shall mean a material and adverse effect on, and/or changes that would reasonably be expected to result in a material and adverse effect with respect to, (a) the business, operations, properties, assets or condition (financial or otherwise) of the Company Group Entities, taken as a whole, except to the extent arising from or attributable to: (i) any change in global, national or regional political conditions or in the general business, market, financial or economic conditions affecting the industries, regions and markets in which the Company Group Entities operate, (ii) any change arising in connection with, hostilities, acts of war, sabotage or terrorism or military actions or any escalation or material worsening of any such hostilities, acts of war,

sabotage or terrorism or military actions, whether commenced before or after the date hereof and whether or not pursuant to the declaration of a national emergency or war, (iii) the announcement of this Agreement, (iv) changes in the market price or trading volume of the claims or equity or debt securities of the Company (but not the underlying facts giving rise to such changes unless such facts are otherwise excluded pursuant to the clauses contained in this definition), (v) changes in the United States or foreign securities or financial markets in general (including any decline in the price of securities generally or any market or index), (vi) any change that generally affects any industry in which the Company Group Entities operate, (vii) the occurrence of any act of God or other calamity or force majeure event (whether or not declared as such), including any civil disturbance, embargo, natural disaster, fire, flood, hurricane, tornado, or other weather event, (viii) any changes in applicable laws generally applicable to any industry in which the Company Group Entities operate or International Financial Reporting Standards (“IFRS”) (or other relevant accounting rules), (ix) any change resulting from the pendency of or emergence from the Chapter 11 Cases, actions taken in connection with the Chapter 11 Cases, or any reasonably anticipated effects of such pendency, emergence or actions, or from any action approved by the Bankruptcy Court, (x) any change resulting from the entry into this Agreement, compliance with terms of this Agreement or the consummation of the transactions contemplated hereby, (xi) changes in actual or threatened pandemics (including COVID-19 or SARS-CoV-2 virus or any mutation or variation thereof), any Governmental Authority or public-health authority’s response to any actual or threatened pandemics (including any government mandated shutdown, restrictions on travel or requirement to shelter at home), or any loss of customers, suppliers orders or contracts in connection with any actual or threatened pandemics, (xii) any failure, in and of itself, by the Company Group Entities to meet any internal or published projections, forecasts, predictions or guidance relating to revenues, income, cash position, cash-flow or other financial measure (but not the underlying facts giving rise to such changes unless such facts are otherwise excluded pursuant to the clauses contained in this definition) (except, in the cases of (i), (ii), (v), (vi), (vii), (viii), and (xi) to the extent the Company Parties, taken as a whole, are disproportionately impacted thereby relative to other entities operating in the same industry or industries in which the Company Parties operate) or (b) the ability of the Company Parties to perform their material obligations under this Agreement.

(j) [RESERVED]

(k) *Authorized Capital.* Upon the Plan Effective Date, the authorized capital of New Speedcast Parent shall be sufficient to issue all of the Direct Investment Shares consistent with the terms of this Agreement, the Plan and the Disclosure Statement and the issued and outstanding Direct Investment Shares of New Speedcast Parent shall be consistent with the terms of the Plan and the Disclosure Statement.

(l) *ASX and ASIC waiver or confirmation.* If approval of the transactions contemplated by this Agreement is required by the shareholders of the Company under the ASX Listing Rules or the Corporations Act, (i) copies of all proposed waiver or confirmation applications to be filed on behalf of the Company with ASX or ASIC shall, before filing thereof, be in form and substance reasonably acceptable to the Company and

Required Commitment Parties; (ii) the Company has received a waiver of the requirement for shareholder approval from the ASX or ASIC (as applicable) or confirmation from the ASX or ASIC (as applicable) that such approval of the transactions contemplated by this Agreement by the shareholders of the Company is not required, and such waiver or confirmation is not revoked or withdrawn; and (iii) if such waiver or confirmation is subject to any conditions, any such conditions are satisfied.

(m) *Deed of Company Arrangement or Other Arrangement.* If the Company shall have appointed one or more Australian Administrators, the Company and the Australian Administrators shall have entered into, and fully effectuated, a deed of company arrangement under Part 5.3A of the Corporations Act, or entered into and completed any other agreement or arrangement to give effect to the Plan, which in all cases shall be in form and substance reasonably acceptable to the Company and the Required Commitment Parties.

(n) *Exit from Deed of Cross Guarantee.* The Company has taken all necessary steps, including making all necessary filings to ASIC (if applicable), to release the wholly-owned subsidiaries of the Company from any deed of cross guarantee to which the Company and any wholly-owned subsidiaries of the Company are party pursuant to ASIC Corporations (Wholly-owned Companies) Instrument 2016/785 or ASIC Class Orders [CO 98/1418], [CO 91/996], [CO92/770], [CO93/1370], [CO 94/1862] or [CO 95/1530].

(o) [RESERVED]

(p) *FCPA.* The Required Commitment Parties are reasonably satisfied with the Company Group Entities' compliance with the FCPA and the anti-bribery laws and regulations of any applicable non-U.S. jurisdiction and the Company Parties' internal controls with respect to such compliance, it being understood that (A) any liability or monetary impact arising from such matters that exceeds or is reasonably likely to exceed \$15,000,000 in the aggregate, and/or (B) any non-monetary effect or condition arising out of such matters that is, or is reasonably expected to have, a Material Adverse Effect shall constitute reasonable cause for the Required Commitment Parties not to be so satisfied.

(q) *Successful Plan Sponsor.* The Debtors have determined that the Commitment Parties are the Successful Plan Sponsor (as defined in the Plan Sponsor Selection Process) in accordance with the Plan Sponsor Selection Process.

Section 9. CONDITIONS TO THE OBLIGATIONS OF THE COMPANY. The obligations of the Company to consummate the transactions contemplated hereby on the Plan Effective Date with respect to each Commitment Party are subject to satisfaction of the following conditions (unless waived by the Company), except where the failure to satisfy any such condition is the result of a failure by the Company to comply with this Agreement:

(a) *Plan and Confirmation Order.* The Plan and the Confirmation Order, as entered or approved by the Bankruptcy Court, as applicable, shall each be in the form and

substance reasonably acceptable to the Debtors and the Required Commitment Parties, and in the case of the Confirmation Order, shall not be subject to any stay as of the Plan Effective Date.

(b) *Conditions to the Plan.* The conditions to the occurrence of the Plan Effective Date set forth in the Plan and the Confirmation Order shall have been satisfied or waived in accordance with the terms thereof and, concurrent with the consummation of the Direct Investment contemplated hereby, and the Plan Effective Date shall have occurred or be deemed to have occurred.

(c) *Funding Amount.* The applicable Commitment Party shall have wired its Funding Amount into the Escrow Account or, in the case of a Defaulting Commitment Party, the non-defaulting Commitment Parties have assumed and funded in full into the Escrow Account such Defaulting Commitment Party's Funding Amount pursuant to Section 3.

(d) *Approvals.* (i) Any waiting period (and any extensions thereof) applicable to consummate the transactions contemplated by this Agreement under the HSR Act shall have expired or been terminated and (ii) all orders, notifications, approvals, clearances, waivers, exemptions, declarations, authorizations and consents of any Governmental Entity as required to consummate the transactions contemplated by this Agreement shall have been issued, made, or obtained, as applicable.

(e) *No Restraint.* No judgment, injunction, decree or other legal restraint shall prohibit the consummation of the Plan, the Restructuring, the Direct Investment or the transactions contemplated hereby.

(f) *Representations and Warranties.* The representations and warranties of the applicable Commitment Party (for the avoidance of doubt, excluding any Defaulting Commitment Party) set forth in this Agreement shall be true and correct on and as of the Plan Effective Date as if made on and as of the Plan Effective Date (or, to the extent given as of a specific date, as of such date) except as would not, individually or in the aggregate, reasonably be expected to result in a material adverse effect on the ability of the applicable Commitment Party to perform its obligations under this Agreement.

(g) *Covenants.* The applicable Commitment Party (for the avoidance of doubt, excluding any Defaulting Commitment Party) shall have performed and complied in all material respects with all obligations and agreements required by this Agreement to be performed or complied with by such Commitment Party on or prior to the Plan Effective Date.

(h) *ASX and ASIC waiver or confirmation.* If approval of the transactions contemplated by this Agreement is required by the shareholders of the Company under the ASX Listing Rules or the Corporations Act, (i) the Company has received a waiver of the requirement for shareholder approval from the ASX or ASIC (as applicable) or confirmation from the ASX or ASIC (as applicable) that such approval of the transactions contemplated by this Agreement by the shareholders of the Company is not required, and

such waiver or confirmation is not revoked or withdrawn; and (ii) if such waiver or confirmation is subject to any conditions, any such conditions are satisfied.

(i) *Deed of Company Arrangement or Other Arrangements.* If the Company shall have appointed one or more Australian Administrators, the Company and the Australian Administrators shall have entered into, and fully effectuated a deed of company arrangement under Part 5.3A of the Corporations Act, or entered into and completed any other agreement or arrangement to give effect to the Plan, which in all cases shall be in form and substance reasonably acceptable to the Company and the Required Commitment Parties.

(j) *Exit from Deed of Cross Guarantee.* The Company has taken all necessary steps, including making all necessary filings to ASIC (if applicable), to release the wholly-owned subsidiaries of the Company from any deed of cross guarantee to which the Company and any wholly-owned subsidiaries of the Company are party pursuant to ASIC Corporations (Wholly-owned Companies) Instrument 2016/785 or ASIC Class Orders [CO 98/1418], [CO 91/996], [CO92/770], [CO93/1370], [CO 94/1862] or [CO 95/1530].

Section 10. CERTAIN STRUCTURING AND TAX MATTERS.

(a) The Litigation Trust, Restructuring, Corporate Restructuring, Corporate Restructuring Steps, Restructuring Transactions, the Reorganized Debtors (other than the Company) and New Speedcast Parent (in each case, as defined in the Plan) will be structured and implemented in a tax-efficient manner and as otherwise reasonably acceptable to the Required Commitment Parties and the Company. The Company shall consult and cooperate with the Commitment Parties regarding the structure and implementation of the Litigation Trust, Restructuring, Corporate Restructuring, Corporate Restructuring Steps, Restructuring Transactions, the Reorganized Debtors (other than the Company) and New Speedcast Parent (in each case, as defined in the Plan).

(b) New Speedcast Parent shall be a corporation organized under the laws of a State of the United States, provided, however, that (i) the Company and the Required Commitment Parties shall reasonably cooperate to analyze the tax and other consequences of effecting any restructuring as may be necessary to cause the Company's U.S. business to be held in a "flow-through" structure for U.S. federal income tax purposes following the consummation of the Plan, and (ii) at the election of the Required Commitment Parties, New Speedcast Parent shall instead be organized as a partnership, limited liability company or similar entity organized under the laws of a State of the United States.

(c) The Company shall use commercially reasonable efforts to effect the Litigation Trust, Restructuring, Corporate Restructuring, Corporate Restructuring Steps, Restructuring Transactions, the Reorganized Debtors (other than the Company) and New Speedcast Parent (in each case, as defined in the Plan) at such times and in such manner

as shall be determined in accordance with Section 10(a), including effectuating the Restructuring on the Plan Effective Date.

Section 11. SURVIVAL OF REPRESENTATIONS AND WARRANTIES; LIMITATIONS ON CLAIMS AGAINST COMPANY.

(a) The representations, warranties, covenants and agreements contained in this Agreement will not survive the Plan Effective Date, such that no claim for breach of, or otherwise related to, any such representation, warranty, covenant or agreement or detrimental reliance or other right or remedy (whether in contract, in tort or at law or in equity) may be brought after the Closing with respect thereto against the Company, and there shall be no liability in respect thereof after the Closing, whether such liability has accrued prior to, on or after the Closing; provided, however, that covenants and agreements that by their terms are to be satisfied after the Plan Effective Date by New Speedcast Parent shall survive until satisfied in accordance with their terms.

(b) Neither the Company nor any other Company Group Entity accepts any duty of care in relation to a Commitment Party in respect of any disclosure or the provision of any information to a Commitment Party.

(c) Without in any way limiting this Section 11, subject to any law to the contrary, and to the maximum extent permitted by law, except for any breach of this Agreement or as otherwise expressly set forth herein, the Company and each other Company Group Entity disclaims all liability for any loss suffered by any person arising out of, in connection with or as a result of, any negligence, default or lack of care on the part of the Company or any other Company Group Entities.

(d) To the maximum extent permitted by applicable law, each Commitment Party agrees not to make, and releases any right it may have to make, against any Company Group Entity, any claim based on the Australian Consumer Law (including sections 4, 18 and 29 of the Competition and Consumer Act 2010 (Cth)) or based on any corresponding provision of any state or territory legislation, or on a similar provision under any other law, for any act or omission concerning the Company Group Entities or for any statement or representation about any of those things which is not expressly contained in this Agreement.

Section 12. TERMINATION.

(a) *Termination.* This Agreement may be terminated prior to the Plan Effective Date by (i) by the mutual written consent of the Company and the Required Commitment Parties or (ii) either the Company or the Commitment Parties if the Plan Effective Date has not occurred on or prior to March 15, 2021 (the “**Outside Date**”).

(b) *Termination by the Required Commitment Parties.* Prior to the Plan Effective Date, the Required Commitment Parties may terminate this Agreement by three (3) days prior written notice to the Company upon the occurrence and during the continuance of any of the following:

(i) upon the breach in any material respect by the Company of any of the undertakings, representations, warranties or covenants of the Company set forth herein, and such breach or inaccuracy would, individually or in the aggregate, result in a failure of a condition set forth in Section 8 if continuing on the Plan Effective Date, and which is incurable or, if curable, remains uncured by the earlier of (1) ten (10) Business Days after the receipt of written notice of such breach from any of the Required Commitment Parties pursuant to this Section 12 and in accordance with Section 13 (as applicable) and (2) the Business Day before the Outside Date; *provided* that the Commitment Parties shall not have the right to terminate this Agreement pursuant to this Section 12 if any Commitment Party is then in breach of any representation, warranty, covenant or other agreement hereunder that would result in the failure of any condition set forth in Section 9 not being satisfied;

(ii) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any final and nonappealable ruling, judgment or order enjoining the consummation of or rendering illegal the Restructuring, the Direct Investment or any other material portion of the transactions contemplated by this Agreement;

(iii) the Confirmation Order or the Disclosure Statement Order, the other Restructuring Documents and any amendments, modifications, or supplements thereto, to the Plan or the Disclosure Statement filed or entered into or made effective by any Debtor includes terms that are inconsistent with the Plan or are not otherwise reasonably acceptable to the Required Commitment Parties, and such event remains unremedied for a period of three Business Days following the Company Parties' receipt of notice of such inconsistent term;

(iv) any of the Chapter 11 Cases shall have been dismissed or converted to a case under chapter 7 of the Bankruptcy Code, or the Bankruptcy Court has entered into an order in any of the Chapter 11 Cases appointing an examiner or trustee with expanded powers to oversee or operate the Debtors in the Chapter 11 cases;

(v) if, as of 11:59 p.m. prevailing Eastern Time on the date that is seventy five (75) days from the date the Plan is filed with the Bankruptcy Court, the Bankruptcy Court has not entered the Confirmation Order; or

(vi) (x) any of the Debtors enter into a definitive agreement with respect to a Competing Plan Proposal with a third party or (y) the Final Selection Date (as defined in the Plan Sponsor Selection Process), unless the Debtors have determined that the Commitment Parties are the Successful Plan Sponsor (as defined in the Plan Sponsor Selection Process) in accordance with the Plan Sponsor Selection Process.

(c) *Termination by the Company.* Prior to the Plan Effective Date, the Company may terminate this Agreement by three days prior written notice to the

Commitment Parties upon the occurrence and during the continuance of any of the following:

(i) the Board of Directors of the Company or Australian Administrators at any time determines in good faith that continued performance under this Agreement would be inconsistent with its fiduciary duties under applicable law (as reasonably determined by such entity in good faith after consultation with outside legal counsel);

(ii) (x) any of the Debtors enter into a definitive agreement with respect to a Competing Plan Proposal with a third party in accordance with the Plan Sponsor Selection Process or (y) the Final Selection Date (as defined in the Plan Sponsor Selection Process), unless the Debtors have determined that the Commitment Parties are the Successful Plan Sponsor (as defined in the Plan Sponsor Selection Process) in accordance with the Plan Sponsor Selection Process;

(iii) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any final and nonappealable ruling, judgment or order enjoining the consummation of or rendering illegal the Restructuring, the Direct Investment or any other material aspect of the transactions contemplated by this Agreement;

(iv) the Bankruptcy Court denies entry of the order confirming the Plan; or

(v) solely with respect to each Commitment Party, upon the breach in any material respect by such Commitment Party of any of the undertakings, representations, warranties or covenants of such Commitment Party set forth herein which would, individually or in the aggregate, result in a failure of a condition set forth in Section 9 and which is incurable or, if curable, remains uncured by the earlier of (1) 10 Business Days after the receipt of written notice of such breach from the Company pursuant to this Section 12 and in accordance Section 13 (as applicable) and (2) the Business Day before the Outside Date; *provided* that the Company shall not have the right to terminate this Agreement pursuant to this Section if it is then in breach of any representation, warranty, covenant or other agreement hereunder that would result in the failure of any condition set forth in Section 8 being satisfied; *provided, further*, that in the event of any such termination, the applicable Commitment Party shall be deemed to be a Defaulting Commitment Party for purposes of the second sentence of Section 3.

(d) *Effect of Termination.* Subject to Section 14, upon termination of this Agreement, each party hereto shall be released from its commitments, undertakings and agreements under or related to this Agreement and shall have the rights and remedies that it would have had and shall be entitled to take all actions, whether with respect to the transactions contemplated hereby or otherwise, that it would have been entitled to take had it not entered into this Agreement. Notwithstanding anything contained herein, if this

Agreement is terminated as a result of a willful material breach of this Agreement by a party hereto, such party shall not be released and shall remain liable for any damages resulting from such termination.

(e) [RESERVED].

Section 13. NOTICES. All notices and other communications under this Agreement shall be in writing and shall be deemed given (a) when delivered personally by hand (with written confirmation of receipt), (b) when sent by facsimile (with written confirmation of transmission), (c) five (5) days after being deposited with the United States Post Office, by registered or certified mail, postage prepaid, (d) one (1) Business Day following the day sent by overnight courier (with written confirmation of receipt), or (e) when sent by electronic mail (with acknowledgment received), in each case at the following addresses (or to such other address as a party hereto may have specified by like notice):

If to Commitment Parties, to each of the undersigned Commitment Parties at the addresses listed on the signatures pages hereto,

with a copy to:

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019
Attn: Richard G. Mason
Victor Goldfeld
John R. Sobolewski
Email: RGMason@wlrk.com
VGoldfeld@wlrk.com
JRSobolewski@wlrk.com

If to the Company, to:

Speedcast International Limited
4400 S. Sam Houston Parkway East
Houston, Texas 77048
Attn: Dominic Gyngell, General Counsel
Email: dominic.gyngell@speedcast.com

With copies to (which shall not constitute notice):

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Attn: Gary T. Holzer
David N. Griffiths
Ramona Y. Nee
Mariel E. Cruz

Email: gary.holzer@weil.com
david.griffiths@weil.com
ramona.nee@weil.com
marisel.cruz@weil.com

Weil, Gotshal & Manges LLP
700 Louisiana Street, Suite 1700
Houston, Texas 77002 Telephone:
Attn: Perez, Alfredo
Brenda Funk
Email: alfredo.perez@weil.com
brenda.funk@weil.com

Herbert Smith Freehills
ANZ Tower, Level 33, 161 Castlereagh Street
Sydney NSW 2000
Australia
Attn: Paul Apathy
Andrew Rich
Email: Paul.Apathy@hsf.com
Andrew.Rich@hsf.com

Section 14. SURVIVAL. Notwithstanding the termination of this Agreement, the agreements and obligations of the parties hereto in Section 12(d) and Section 14 through 23 shall survive such termination and shall continue in full force and effect for the benefit of the parties hereto in accordance with the terms hereof.

Section 15. ASSIGNMENT; THIRD PARTY BENEFICIARIES. Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned by any of the parties hereto without the prior written consent of the other parties hereto. Notwithstanding the previous sentence, the Commitment Parties' obligations hereunder may be assigned, delegated or transferred, in whole or in part, by any Commitment Party to any Related Fund in accordance with the terms of Section 2. Any purported assignment in violation of this Section 15 shall be void *ab initio* and of no force or effect.

Section 16. COMPLETE AGREEMENT. This Agreement (including the Exhibits, the Schedules, and the other documents and instruments referred to herein) constitutes the entire agreement of the parties hereto and supersedes all prior agreements, arrangements or understandings, whether written or oral, among the parties hereto with respect to the subject matter of this Agreement, except that the parties hereto acknowledge that any confidentiality agreements heretofore executed among the parties hereto will continue in full force and effect.

Section 17. GOVERNING LAW; SUBMISSION TO JURISDICTION; SELECTION OF FORUM; WAIVER OF TRIAL BY JURY. This Agreement, and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this Agreement (including the exhibits and schedules hereto), or the negotiation, execution,

termination, performance or nonperformance of this Agreement (including the exhibits and schedules hereto), shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and performed in such State, without regard to any conflict of laws principles thereof. Each party hereto agrees that it shall bring any action or proceeding in respect of any claim based upon, arising out of, or related to this agreement, any provision hereof or any of the transactions contemplated hereby, in the Bankruptcy Court, and solely in connection with claims arising under this Agreement or the transactions that are the subject of this Agreement (a) irrevocably submits to the exclusive jurisdiction of the Bankruptcy Court, (b) waives any objection to laying venue in any such action or proceeding in the Bankruptcy Court and (c) waives any objection that the Bankruptcy Court are an inconvenient forum or do not have jurisdiction over any party hereto. Each party hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. EACH PARTY HERETO WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, MATTER OR PROCEEDING BASED UPON, ARISING OUT OF, OR RELATED TO THIS AGREEMENT, ANY PROVISION HEREOF OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 18. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which will be considered one and the same agreement and will become effective when counterparts have been signed by each of the parties hereto and delivered to the other parties hereto (including via facsimile or other electronic transmission), it being understood that each party need not sign the same counterpart.

Section 19. ACTION BY, OR CONSENT OR APPROVAL OF, THE COMMITMENT PARTIES. Whenever this Agreement refers to any action to be taken by, or any consent or approval to be given by, the Commitment Parties, unless otherwise expressly provided in any particular instance, such reference shall be deemed to require the action, consent or approval of the Required Commitment Parties, and each Commitment Party agrees to be bound by any decision of the Required Commitment Parties with respect thereto.

Section 20. AMENDMENTS AND WAIVERS.

(a) This Agreement may be amended, modified or supplemented and the terms and conditions of this Agreement may be waived, only by a written instrument signed by the Company and the Required Commitment Parties and subject to the approval of the Bankruptcy Court; *provided* that any modification of, or amendment or supplement to, this Agreement that would (i) have the effect of (A) materially and adversely affecting any Commitment Party in a manner that is disproportionate to any other Commitment Party or (B) increasing the Funding Amount to be paid in respect of the Direct Investment Shares; or (ii) would have the effect of modifying this Section 20 shall require the prior written consent of all of the Commitment Parties.

(b) No delay on the part of any party hereto in exercising any right, power or privilege pursuant to this Agreement will operate as a waiver thereof, nor will any waiver on the part of any party hereto of any right, power or privilege pursuant to this Agreement, nor will any single or partial exercise of any right, power or privilege

pursuant to this Agreement, preclude any other or further exercise thereof or the exercise of any other right, power or privilege pursuant to this Agreement. The rights and remedies provided pursuant to this Agreement are cumulative and are not exclusive of any rights or remedies which any party hereto otherwise may have at law or in equity.

Section 21. SPECIFIC PERFORMANCE. The parties hereto acknowledge and agree that any breach of the terms of this Agreement would give rise to irreparable harm for which money damages would not be an adequate remedy and, accordingly, the parties hereto agree that in addition to any other remedies, each party hereto will be entitled to enforce the terms of this Agreement by a decree of specific performance without the necessity of proving the inadequacy of money damages as a remedy and without the necessity of posting bond.

Section 22. LIMITATION OF LIABILITY OF THE AUSTRALIAN ADMINISTRATORS (IF APPLICABLE). If the Company appoints an Australian Administrator:

(a) Each Party to this Agreement releases the Australian Administrators personally from all liabilities, demands and claims arising out of this Agreement and the transactions contemplated by this Agreement.

(b) Each Party to this Agreement covenants not to sue the Australian Administrators personally in respect of any liabilities, demands or claims arising out of this Agreement and the transactions contemplated by this Agreement.

(c) Each Party to this Agreement acknowledges and agrees that: (i) the Australian Administrators have only limited knowledge of the Company Group Entities, their assets and attributes, any liens and the history of the Company Group Entities; and (ii) the Australian Administrators do not in any way adopt or agree to be bound personally by this Agreement or the transactions contemplated by this Agreement.

(d) Each Party to this Agreement agrees that to the extent permissible by law: (i) the Australian Administrators are not personally liable for any amount required to be paid pursuant to this Agreement, or for any liability, demand or claim arising out of this Agreement, or the transactions contemplated by this Agreement; (ii) for the purposes of any acknowledgements or agreements as to, or provisions of, limitations of the liability of the Australian Administrators in this Agreement, references to the Australian Administrators where the context so permits shall mean and include their present and future firm or firms, partners and employees, and any legal entity or partnership that employs such administrators (the “**Firm**”), any successor or merged firm and the partners, shareholders, officers and employees of any such entity or partnership. The Firm holds the benefit of this clause on trust for the Australian Administrators and each other person referred to; (iii) these limitations of the liability of the Australian Administrators shall continue notwithstanding the Australian Administrators ceasing to act as administrators of the Company; and (v) these limitations on the liability of the Australian Administrators shall be in addition to, and not in substitution for, any right of indemnity or relief otherwise available to the Firm or the Australian Administrators and

shall continue notwithstanding termination of this Agreement or completion of the transaction contemplated by this Agreement.

(e) Notwithstanding any provision of this Agreement, the limitations on liability set out in this Section 22 do not apply in the case of any Australian Administrator's fraud, willful default or gross negligence and do not seek to limit the Australian Administrator's liability inconsistent with sections 443A, 443B and 443BA of the Corporations Act.

Section 23. LIMITATION OF LIABILITY OF THE COMMITMENT PARTIES. Notwithstanding anything to the contrary in this Agreement, each Party to this Agreement unconditionally and irrevocably covenants, agrees and acknowledges that (i) no right or remedy, recourse or recovery (whether at law or equity or in tort, contract or otherwise) under this Agreement or under any documents or instruments delivered in connection herewith or in connection with the transactions contemplated hereby (or the termination or abandonment thereof) or otherwise, or in respect of any oral representations made or alleged to be made in connection herewith, shall be had against any former, current or future direct or indirect equity holder, controlling person, general or limited partner, officer, director, employee, investment professional, manager, stockholder, member, agent, affiliate, assignee, financing source or other representatives of any of the foregoing or any of their respective successors or assigns (any such person, a **"Related Party"**) of any Commitment Party or any Related Party of any such Related Party (including, without limitation, any liabilities or obligations arising under, or in connection with, this Agreement or any document or instrument delivered in connection herewith or the transactions contemplated hereby (or the termination or abandonment thereof), or in respect of any oral representations made or alleged to be made in connection herewith, or in respect of any claim (whether at law or equity or in tort, contract or otherwise), including in the event such Commitment Party breaches (whether willfully, intentionally, unintentionally or otherwise) its obligations under this Agreement or any document or instrument delivered in connection herewith or in connection with the transactions contemplated hereby (or the termination or abandonment thereof)), whether, in each case, by or through piercing of the corporate, limited liability company or limited partnership veil or similar action, whether by the enforcement of any judgment or assessment or by any legal or equitable proceedings, or by virtue of any statute, regulation or other applicable law or otherwise, (ii) it is expressly agreed and acknowledged that no personal liability or obligation whatsoever shall attach to, be imposed on, or otherwise be incurred by any Related Party of any Commitment Party or any Related Party of such Related Party for any liabilities or obligations of such Commitment Party under this Agreement or any documents or instruments delivered in connection herewith or in connection with the transactions contemplated hereby or thereby (or the termination or abandonment thereof) or otherwise, in respect of any oral representation made or alleged to have been made in connection herewith or therewith or for any claim (whether at law or equity or in tort, contract or otherwise) based on, in respect of, in connection with, or by reason of such obligations or their creation, and each Party hereto hereby irrevocably and unconditionally waives and irrevocably and unconditionally releases all claims (whether arising under equity, contract, tort or

otherwise) against such persons for any such liability or obligation and (iii) with respect to each Commitment Party, under no circumstances will the Company, any Commitment Party or any of their respective Related Parties, or the Company, any Commitment Party and their respective Related Parties in the aggregate, be entitled to monetary damages or monetary remedies for any claims, damages or other losses suffered as a result of the failure of the transactions contemplated by this Agreement to be consummated or for a breach or failure to perform hereunder or for any representation made or alleged to have been made in connection herewith or therewith, in excess of the amount equal to such Commitment Party's Funding Amount. For the avoidance of doubt, any Commitment Party may enforce this Agreement (including pursuant to Section 21) and seek any claim, damages or other losses against any other Commitment Party. For the avoidance of doubt, this Agreement does not alter any provisions, rights or obligations of any party to this Agreement, or such party's Affiliates, under the DIP Credit Agreement.

Section 24. OTHER INTERPRETIVE MATTERS.

(a) Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply: (i) when calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded and, if the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day; (ii) any reference in this Agreement to \$ shall mean U.S. dollars; (iii) all exhibits and schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein and any capitalized terms used in any Exhibit or Schedule but not otherwise defined therein shall be defined as set forth in this Agreement; (iv) words imparting the singular number only shall include the plural and vice versa; (v) the words such as "herein," "hereinafter," "hereof," and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires; (vi) the word "including" or any variation thereof means "including, without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it; (vii) the division of this Agreement into Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement; (viii) all references in this Agreement to any "Section" are to the corresponding Section of this Agreement unless otherwise specified; (ix) the word "or" shall not be deemed to be exclusive; and (x) all references to, and any obligations of, "New Speedcast Parent" shall be a reference to and obligation of the "Company" unless and until the Company ceases to be the ultimate parent of the Company Group Entities, and all references to, and any obligations of, the "Company" shall be a reference to and obligation of "New Speedcast Parent" once New Speedcast Parent becomes the ultimate parent of the Company Group Entities (and if New Speedcast Parent is a successor entity to the Company, it shall sign a joinder to this Agreement to give effect to this Section 24(a)(x)).

(b) The parties hereto have participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation

arises, this Agreement shall be construed as jointly drafted by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party hereto by virtue of the authorship of any provision of this Agreement.

[Signature Page Follows]

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

**SPEEDCAST INTERNATIONAL
LIMITED**

By: 

Name: Stephanie Wilks

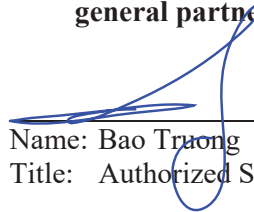
Title: Chair

[SIGNATURE PAGE TO EQUITY COMMITMENT AGREEMENT]

**CENTERBRIDGE CAPITAL
PARTNERS III, L.P.**

**By: Centerbridge Associates III, L.P., its
general partner**

**By: CCP III Cayman GP Ltd., its
general partner**

By: 
Name: Bao Truong
Title: Authorized Signatory

**CENTERBRIDGE CAPITAL
PARTNERS SBS III, L.P.**

**By: CCP SBS GP, LLC, its general
partner**

By: 
Name: Bao Truong
Title: Authorized Signatory

Address:

Centerbridge Partners, L.P.
375 Park Avenue, 11th Floor,
New York, NY 10152

Attn: Bao Truong
Jared Hendricks
Jeff Goldfarb

Email: btruong@centerbridge.com
jhendricks@centerbridge.com
jgoldfarb@centerbridge.com

[Signature Page to Equity Commitment Agreement]

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Schedule 1

Direct Investment Shares

Commitment Party	Percentage of Direct Investment Shares
Centerbridge Capital Partners III, L.P.	95.56128750073090%
Centerbridge Capital Partners SBS III, L.P.	4.438712499269070%

Schedule 2**Debtor Entities**

Name of Entity	Jurisdiction
SpeedCast International Limited	Australia
SpeedCast UK Holdings Limited	England & Wales
CapRock UK Limited	Scotland
CapRock Communications Pte. Ltd.	Singapore
Speedcast Cyprus Ltd.	Cyprus
SpeedCast Limited	Hong Kong
SpeedCast Group Holdings Pty Ltd	Australia
SpeedCast Americas, Inc.	United States
SpeedCast Communications, Inc.	United States
SpaceLink Systems, LLC	United States
SpeedCast Australia Pty Limited	Australia
Satellite Communications Australia Pty Ltd	Australia
Oceanic Broadband Solutions Pty Ltd	Australia
SpeedCast Managed Services Pty Limited	Australia
Maritime Communication Services, Inc.	United States
Telaorus Communications LLC	United States
CCI Services Corp.	United States
HCT Acquisition, LLC	United States
Cosmos Holdings Acquisition Corp.	United States
Globecomm Network Services Corporation	United States
Hermes Datacommunications International Limited	England & Wales
SpeedCast Singapore Pte. Ltd.	Singapore
SpaceLink Systems II, LLC	United States
CapRock Comunicações do Brasil Ltda.	Brazil
CapRock Participações do Brasil Ltda.	Brazil
Speedcast Canada Limited	Canada
CapRock Communications (Australia) Pty Ltd	Australia
SpeedCast Norway AS	Norway
Globecomm Europe B.V.	Netherlands
NewCom International, Inc.	United States
Evolution Communications Group Limited	British Virgin Islands
SpeedCast Netherlands B.V.	Netherlands
SpeedCast France SAS	France

Exhibit A
Plan

[Attached]

Exhibit B
Joinder

[Attached]

Form of Joinder Agreement**JOINDER AGREEMENT**

This Joinder Agreement (the “***Joinder Agreement***”) to the Amended and Restated Equity Commitment Agreement dated as of October 10, 2020 (as amended, supplemented or otherwise modified from time to time, the “***Equity Commitment Agreement***”), among the Company and the Commitment Parties is executed and delivered by the undersigned (the “***Joining Party***”) as of [●], 2020 (the “***Joinder Date***”). Each capitalized term used herein but not otherwise defined shall have the meaning set forth in the Equity Commitment Agreement.

1. **Agreement to be Bound.** The Joining Party hereby agrees to be bound by all of the terms of the Equity Commitment Agreement, a copy of which is attached to this Joinder Agreement as **Annex 1** (as the same has been or may be hereafter amended, restated or otherwise modified from time to time in accordance with the provisions hereof). The Joining Party shall hereafter be deemed to be a “Commitment Party” for all purposes under the Equity Commitment Agreement. Without limiting the foregoing, pursuant to and in accordance with Section 2 of the Equity Commitment Agreement, the Joinder Party hereby commits to purchase Direct Investment Shares pursuant to the Equity Commitment Agreement.
2. **Representations and Warranties.** The Joining Party hereby severally and not jointly makes the representations and warranties of the Commitment Parties as set forth in **Section 5** of the Equity Commitment Agreement to the Company as of the date hereof.
3. **Investor Status.** Without limiting the foregoing, the Joining Party represents and warrants that (x) it is a record holder of an allowed claim under that certain Syndicated Facility Agreement, dated as of May 15, 2018 (“***Prepetition SFA Claims***”), and (y) that is (i) an “accredited investor” (as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act of 1933 and the rules and regulations of the SEC thereunder (the “***Securities Act***”)) or a qualified institutional buyer (within the meaning of Rule 144A of the Securities Act) and (ii) a “professional investor” within the meaning of the Corporations Act.
4. **Governing Law.** This Joinder Agreement shall be governed by and construed in accordance with the laws of the State of New York, but without giving effect to applicable principals of conflicts of law to the extent that the application of the Law of another jurisdiction would be required thereby.

[Signature pages to follow]

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

[JOINING PARTY]

By: _____
Name:
Title:

Exhibit D

Liquidation Analysis

SPEEDCAST INTERNATIONAL LIMITED, et al.

HYPOTHETICAL LIQUIDATION ANALYSIS

THE AMOUNTS PRESENTED ARE ESTIMATES AND ARE BASED UPON THE ASSUMPTIONS NOTED. ACTUAL RESULTS COULD VARY MATERIALLY FROM WHAT IS PRESENTED.

Pursuant to section 1129(a)(7) of the Bankruptcy Code (frequently referred to as the “best interests test”), Holders of Allowed Claims must either (a) accept the Plan or (b) receive or retain under the Plan property of a value, as of the Plan’s assumed Effective Date, that is not less than the value such non-accepting Holder would receive or retain if the Debtors were liquidated under chapter 7 of the Bankruptcy Code (“Chapter 7” and, the cases thereunder, the “Chapter 7 Cases” and, the trustee appointed thereunder, “Chapter 7 Trustee”). In determining whether the best interests test has been met, the first step is to determine the dollar amount that would be generated from a hypothetical liquidation of the Debtors’ assets under Chapter 7.

The Debtors have prepared this hypothetical liquidation analysis (the “Liquidation Analysis”) in connection with the Disclosure Statement. The Liquidation Analysis reflects the estimated cash proceeds, net of liquidation-related costs that would likely be available to the Debtors’ creditors if the Debtors were to be liquidated under Chapter 7 as an alternative to the restructuring of the Debtors’ businesses as proposed under the Plan. Accordingly, asset values discussed herein may be different than amounts referred to in the Plan. The Liquidation Analysis is based upon the assumptions contained herein and in the Disclosure Statement. All capitalized terms not defined in this Liquidation Analysis have the meanings ascribed to them in the Disclosure Statement.

UNDERLYING THE LIQUIDATION ANALYSIS ARE NUMEROUS ESTIMATES THAT, ALTHOUGH DEVELOPED AND CONSIDERED REASONABLE BY THE DEBTORS, ARE INHERENTLY SUBJECT TO SIGNIFICANT BUSINESS, ECONOMIC, REGULATORY, LITIGATION AND COMPETITIVE UNCERTAINTIES AND CONTINGENCIES BEYOND THE CONTROL OF THE DEBTORS AND THEIR MANAGEMENT. ACCORDINGLY, THERE CAN BE NO ASSURANCE THAT THE VALUES REFLECTED IN THE LIQUIDATION ANALYSIS WOULD BE REALIZED IF THE DEBTORS WERE, IN FACT, LIQUIDATED UNDER CHAPTER 7 OF THE BANKRUPTCY CODE, AND ACTUAL RESULTS COULD MATERIALLY DIFFER FROM THE RESULTS SET FORTH HEREIN.

OVERVIEW OF SIGNIFICANT ASSUMPTIONS

- The preliminary wind down scenario was prepared to estimate a range of liquidation value and to establish best interest.
- It is assumed the business would cease operations on December 31, 2020 and begin a wind down process. The wind down is assumed to occur over a 6-month period.
- It is assumed that the Company would file a Chapter 7 proceeding and a Trustee would be appointed to the case. This analysis assumes all currently filed entities are included in the Chapter 7.
- The liquidation analysis was prepared on a Debtor entity by Debtor entity basis and follows a priority waterfall where assets are liquidated at each Debtor entity. Under the liquidation analysis, liquidation expenses are paid first before remaining cash proceeds are distributed to creditors at each entity in accordance with creditor priorities.
- The wind down has been projected utilizing the Company's August financials as well as the DIP budget.
- The Company's Government business (which is in non-debtor Proxy entities) is projected to be sold with sale proceeds flowing to the immediate Debtor parent entity.
- Remaining non-debtor entities are projected to be liquidated with all creditors at each entity to be satisfied before remaining proceeds flow up to the parent company.

Speedcast International Limited, et al.						
Hypothetical Chapter 7 Liquidation Analysis						
(\$ in 000s)	Actual/ Book/ Estimated Value	Notes	High Value		Low Value	
			\$	%	\$	%
Liquidation Proceeds:						
Unrestricted Cash	\$ 14,874	(a)				
(-) Amount subject to asset financing obligations	(1,602)	(b)				
Unrestricted Cash - Available for liquidation	13,272		\$ 13,272	100%	\$ 13,272	100%
Restricted Cash	14,216	(c)	9,133	64%	6,088	43%
Accounts Receivable	96,882	(d)	50,700	52%	43,095	44%
Other Receivables	82,386	(e)	-	0%	-	0%
Inventories	21,075	(f)				
(-) Amount subject to asset financing obligations	(5,237)	(b)				
Inventories - Available for liquidation	15,838		12,671	80%	9,503	60%
PP&E, net (Excl. IFRS 16)	105,553	(f)				
(-) Amount subject to asset financing obligations	(6,971)	(b)				
PP&E, net (Excl. IFRS 16) - Available for liquidation	98,583		11,591	12%	5,795	6%
PP&E, net - Right of Use Assets (IFRS 16)	28,522	(g)	-	0%	-	0%
Sale of Proxy Business	102,971	(h)	102,971	100%	82,377	80%
Liquidation Proceeds from Non-Debtors (excl. Proxy)	10,422	(i)	10,422	100%	8,749	84%
Preference Claims	53,146	(j)	5,315	10%	-	0%
Interests in Joint Ventures	5	(f)	-	0%	-	0%
Goodwill and Intangible Assets	43,377	(f)	-	0%	-	0%
Other Non-current Receivables	435	(f)	-	0%	-	0%
Deferred Tax Assets	18,240	(f)	-	0%	-	0%
Total Proceeds Available For Distribution	578,294		216,073	37%	168,879	29%
Liquidation Expenses:						
Chapter 7 Trustee Fees		(k)	(6,482)		(5,066)	
Trustee Professional Fees		(l)	(6,000)		(6,000)	
Rent Expenses		(m)	(785)		(785)	
Insurance Expenses		(m)	(79)		(79)	
Other Wind-Down Expenses		(n)	(4,321)		(3,378)	
Total Liquidation Expenses			(17,667)		(15,308)	
Net Proceeds Available for Distribution		(o)	\$ 198,406		\$ 153,571	
	Claim Estimate		Projected Recovery		Projected Recovery	
			\$	%	\$	%
Superpriority Administrative Claims:						
Outstanding DIP Borrowings	\$ 247,966	(p)	\$ 198,406	80%	\$ 153,571	62%
Total Superpriority Administrative Claims	247,966		198,406	80%	153,571	62%
Other Administrative Claims:						
Post-Petition A/P	\$ 42,547	(q)	-	0%	-	0%
Accrued Lender Professional Fees and UST Fees	1,291	(r)	-	0%	-	0%
Payroll & Benefits Admin Claims	11,423	(s)	-	0%	-	0%
Priority Tax Claims	18,028	(t)	-	0%	-	0%
Total Other Administrative Claims	73,289		-	0%	-	0%
Prepetition Credit Facility:						
Outstanding Borrowings	\$ 633,907	(u)	-	0%	-	0%
Remaining Proceeds Available for Distribution			\$ -		\$ -	
Asset Financing Facility Obligations:						
Asset Financing Facility Obligations	\$ 13,809	(b)	\$ 13,809	100%	\$ 13,809	100%

Notes:

- (a) Projected unrestricted cash balances at Debtor entities as of December 31, 2020 liquidation date.
- (b) Assumes assets are returned to asset financing counter-parties with book values equal to the claim amounts of the obligations. In the case of the Cobham facilities, the book value of inventory and PP&E returned from Speedcast Cyprus Ltd. is not sufficient to satisfy the claims in full, requiring cash to satisfy the claims in full.
- (c) Projected restricted cash balances at Debtor entities as of December 31, 2020 liquidation date. Excludes \$6 million of cash related to the Harris settlement, which is assumed to be returned to Harris. Excludes restricted cash held in segregated accounts for purpose of satisfying specific claims (AUS employee account, utility deposit account, and professional fee account). Restricted cash is primarily composed of cash subject to country capital controls, as well as cash held in check payment accounts.
- (d) Amount per A/R aging detail as of September 27, 2020. Amounts reflect gross trade receivables prior to provision for doubtful accounts of approximately \$19 million. Recovery rates on A/R balances incorporate country-specific risks, as well as age of receivable balances.
- (e) Amount reflects book values per Debtor entity balance sheets as of August 31, 2020. Negative asset values at legal entity level are treated as zero values. Other receivables primarily consists of: (i) accrued income related to percentage-of-completion accounting for one of the Company's major contracts; (ii) prepaid expenses, generally consisting of satellite & terrestrial prepayments, WHT taxes, and other general prepayments; (iii) a tax deposit with local tax authorities in Brazil, return of which is contingent on a settlement with tax authorities; and (iv) other general receivables.
- (f) Amounts reflect book values per Debtor entity balance sheets as of August 31, 2020. Negative asset values at legal entity level are treated as zero values.
- (g) Amounts reflect book values of right of use assets per Debtor entity balance sheets as of August 31, 2020. Assumes any equipment or other assets subject to operating leases will be returned to the lease claimants.
- (h) Assumes sale of proxy business with sale proceeds flowing to immediate parent entity, SpeedCast Americas, Inc. High-value estimate for sale proceeds assumes a 5.1x multiple on forecasted EBITDA of \$20.1 million.
- (i) Assumes assets at non-Debtor excluded subsidiaries are liquidated and used to pay outstanding unsecured claims at those entities. Any remaining proceeds after payment of unsecured claims flow to the immediate Debtor parent entity of each non-Debtor subsidiary.
- (j) Amount reflects payments to creditors within 90 days before the petition date, excluding payments to creditors with contracts that are proposed to be assumed. Detailed analysis of the payments has not been completed to determine if such payments can be considered preferential. For purposes of the liquidation analysis, a range of 0% to 10% recovery has been assumed.
- (k) Assumes Chapter 7 Trustee Fees equal to 3% of Liquidation Proceeds.
- (l) Assumes \$1 million per month during 6-month wind down period for Chapter 7 Trustee's professional fees.
- (m) Assumes one month of rent and insurance expenses are incurred following the liquidation date.
- (n) Estimate equal to 2% of Liquidation Proceeds for other miscellaneous wind-down expenses.
- (o) Analysis assumes distribution of proceeds to claimants according to priorities set out in US law. Certain claims may have differing priorities in certain foreign jurisdictions.
- (p) Projected balance of the refinanced DIP facility as of December 31, 2020 liquidation date is based on the Speedcast Weekly Cash Flow Forecast that was used for the DIP refinancing motion filed on September 12, 2020, and DIP refinancing interim order filed on September 18, 2020.
- (q) Estimated balance as of December 31, 2020 liquidation date based on A/P aging report dated September 25, 2020. Claim amount reduced by cash held in utility deposit account, which is assumed to satisfy utility claims.
- (r) Projected outstanding accrued balance as of December 31, 2020 liquidation date.
- (s) Estimated balance as of December 31, 2020 liquidation date based on Debtor entity balance sheets as of August 31, 2020. All payroll and benefit claims at Australian entities are assumed to be satisfied in full by cash held in the Australia employee obligations account.
- (t) Estimated balance as of December 31, 2020 liquidation date based on Debtor entity balance sheets as of August 31, 2020. Excludes entities with negative tax liability balances in balance sheets.
- (u) Projected balance as of December 31, 2020 liquidation date, including estimated swap termination claims of \$23.8 million for Credit Agricole and \$11.1 million for ING. Balance has not been adjusted for any draws on LCs occurring post-petition, which would be expected to reduce outstanding prepetition unsecured claims and increase the claim related to the prepetition credit facility. As of the petition date, the Debtors had approximately \$10.6 million of outstanding LCs on the prepetition credit facility.

Speedcast International Limited, et al.Estimated Liquidation Recovery by Entity
(\$ in 000s)

Entity	Superpriority Administrative Claims			Other Administrative Claims			Prepetition Credit Facility		
	Amount	Recovery Percentage		Amount	Recovery Percentage		Amount	Recovery Percentage	
		High	Low		High	Low		High	Low
CapRock Communications (Australia) Pty Ltd	\$ 247,966	0%	0%	\$ 54	-	-	\$ 633,907	-	-
CapRock Communications Pte. Ltd.	247,966	0%	0%	169	-	-	633,907	-	-
CapRock Comunicações do Brasil Ltda.	247,966	1%	1%	2,116	-	-	633,907	-	-
CapRock Participações do Brasil Ltda.	247,966	0%	0%	129	-	-	633,907	-	-
CapRock UK Limited	247,966	3%	2%	3,910	-	-	633,907	-	-
CCI Services Corp.	247,966	1%	1%	324	-	-	633,907	-	-
Cosmos Holdings Acquisition Corp.	247,966	-	-	-	-	-	633,907	-	-
Evolution Communications Group Limited	247,966	0%	0%	915	-	-	-	-	-
Globecomm Europe B.V.	247,966	1%	1%	2,752	-	-	-	-	-
Globecomm Network Services Corporation	247,966	3%	2%	2,581	-	-	633,907	-	-
HCT Acquisition, LLC	247,966	-	-	-	-	-	633,907	-	-
Hermes Datacommunications International Limited	247,966	2%	2%	447	-	-	633,907	-	-
Maritime Communication Services, Inc.	247,966	5%	4%	862	-	-	633,907	-	-
NewCom International, Inc.	247,966	2%	1%	868	-	-	-	-	-
Oceanic Broadband Solutions Pty Ltd	247,966	2%	2%	964	-	-	633,907	-	-
Satellite Communications Australia Pty Ltd	247,966	0%	0%	-	-	-	633,907	-	-
SpaceLink Systems II, LLC	247,966	0%	0%	-	-	-	633,907	-	-
SpaceLink Systems, LLC	247,966	0%	-	-	-	-	633,907	-	-
SpeedCast Americas, Inc.	247,966	39%	31%	521	-	-	633,907	-	-
SpeedCast Australia Pty Limited	247,966	4%	3%	1,541	-	-	633,907	-	-
Speedcast Canada Limited	247,966	0%	0%	161	-	-	-	-	-
SpeedCast Communications, Inc.	247,966	6%	4%	21,843	-	-	633,907	-	-
Speedcast Cyprus Ltd.	247,966	3%	2%	2,348	-	-	-	-	-
SpeedCast France SAS	247,966	0%	0%	139	-	-	-	-	-
SpeedCast Group Holdings Pty Ltd	247,966	0%	0%	-	-	-	633,907	-	-
SpeedCast International Limited	247,966	1%	1%	6,281	-	-	633,907	-	-
SpeedCast Limited	247,966	1%	1%	13,017	-	-	633,907	-	-
SpeedCast Managed Services Pty Limited	247,966	0%	-	8,036	-	-	633,907	-	-
SpeedCast Netherlands B.V.	247,966	1%	1%	1,048	-	-	-	-	-
SpeedCast Norway AS	247,966	1%	1%	1,232	-	-	633,907	-	-
SpeedCast Singapore Pte. Ltd.	247,966	1%	1%	623	-	-	633,907	-	-
SpeedCast UK Holdings Limited	247,966	0%	0%	-	-	-	633,907	-	-
Telaurus Communications LLC	247,966	1%	1%	408	-	-	633,907	-	-

Note: Liquidation Analysis indicates there is insufficient value available to repay Superpriority Administrative Claims in full. As a result, there is no recovery projected for Other Administrative Claims, Prepetition Credit Facility, or unsecured claims.

Exhibit E

Financial Projections

Financial Projections

*The prospective financial information included in this Disclosure Statement has been prepared by the Debtors' management team ("**Management**"). No independent auditors have examined, compiled or performed any procedures with respect to the accompanying prospective financial information.*

The Debtors do not, as a matter of course, publish their business plans, budgets or strategies or disclose projections or forecasts of their anticipated financial positions, results of operations or cash flows. Accordingly, the Debtors do not anticipate that they will, and disclaim any obligation to, furnish updated business plans, budgets, strategies, projections or forecasts of their anticipated financial positions, results of operations or cash flows to creditors or equity interest holders prior to the Effective Date of the Plan or to include such information in documents required to be filed with the SEC or otherwise make such information publicly available.

The assumptions, projections and other financial information contained in this section contain "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995.

The Debtors believe that the Plan meets the feasibility requirements set forth in section 1129(a)(11) of the Bankruptcy Code, as confirmation is not likely to be followed by liquidation or the need for further financial reorganization of the Debtors or any successor under the Plan. In connection with the planning and development of a plan of reorganization and for the purposes of determining whether such plan would satisfy this feasibility standard, the Debtors analyzed their ability to satisfy their financial obligations while maintaining sufficient liquidity and capital resources.

Management, with the assistance of their advisors, has prepared financial projections (the "**Financial Projections**") for the fiscal years 2020 through 2023 (the "**Projection Period**"). The Financial Projections were prepared by Management, with the assistance of their advisors, and are based on a number of assumptions made by Management and their advisors with respect to the potential future performance of the Reorganized Debtors' operations assuming the consummation of the Plan. The Financial Projections are presented on a consolidated basis, including estimates of operating results for Debtor entities and non-Debtor entities combined.

The Financial Projections will also assist each holder of a claim or interest in determining whether to vote to accept or reject the Plan. In general, as illustrated by the Financial Projections, the reduction of debt on the Debtors' balance sheet will substantially reduce future interest expense and improve future cash flows. Based on the Financial Projections, the Debtors should have sufficient cash flow to pay and service their post-restructuring debt obligations and to operate their business. The Debtors believe that the Confirmation Date and Effective Date of the Plan are not likely to be followed by the liquidation or further reorganization of the Reorganized Debtors. Accordingly, the Debtors believe that the Plan satisfies the feasibility requirements of section 1129(a)(11) of the Bankruptcy Code.

THESE FINANCIAL PROJECTIONS WERE NOT PREPARED WITH A VIEW TOWARD COMPLIANCE WITH PUBLISHED GUIDELINES OF THE SEC OR GUIDELINES

ESTABLISHED BY THE AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS FOR PREPARATION AND PRESENTATION OF PROSPECTIVE FINANCIAL INFORMATION. THE PROJECTED BALANCE SHEETS DO NOT REFLECT THE IMPACT OF FRESH START ACCOUNTING, WHICH COULD RESULT IN A MATERIAL CHANGE TO ANY OF THE PROJECTED VALUES.

ALTHOUGH MANAGEMENT HAS PREPARED THE FINANCIAL PROJECTIONS IN GOOD FAITH AND BELIEVES THE ASSUMPTIONS TO BE REASONABLE, IT IS IMPORTANT TO NOTE THAT THE DEBTORS AND THE REORGANIZED DEBTORS CAN PROVIDE NO ASSURANCE THAT SUCH ASSUMPTIONS WILL BE REALIZED. AS DESCRIBED IN SECTION VIII OF THE DISCLOSURE STATEMENT, A VARIETY OF RISK FACTORS COULD AFFECT THE REORGANIZED DEBTORS' FINANCIAL RESULTS AND MUST BE CONSIDERED. ACCORDINGLY, THE FINANCIAL PROJECTIONS SHOULD BE REVIEWED IN CONJUNCTION WITH A REVIEW OF THE RISK FACTORS SET FORTH IN SECTION X OF THE DISCLOSURE STATEMENT AND THE ASSUMPTIONS DESCRIBED HEREIN, INCLUDING ALL RELEVANT QUALIFICATIONS AND FOOTNOTES, AND ANY RESULTING CHANGES TO THE FINANCIAL PROJECTIONS COULD BE MATERIAL.

1. General Assumptions

Overview: SpeedCast International Limited, along with its Debtor and non-Debtor subsidiaries, provides services through five distinct business verticals: Cruise, Commercial Maritime, Energy, Enterprise and Emerging Markets (“EEM”), and Government. Speedcast intends on remaining the leading independent (non-satellite operator) service provider to remote communication users through continued focus on these five key verticals, which will provide economies of scale once true operational integration has taken place.

Presentation: The Financial Projections are presented on a consolidated basis, including estimates of operating results for Debtor and non-Debtor entities, combined.

Accounting Policies: The Financial Projections may not reflect all of the adjustments necessary to implement fresh-start accounting pursuant to Accounting Standards Certification 852-10, as issued by the Financial Accounting Standards Board.

Methodology: Key personnel from all of the Debtors' operating regions and various business verticals provided input in the development of the Financial Projections. In developing the Financial Projections, the Debtors reviewed current portfolio and contract backlog, known customer churn and general economic risk factors relating to Chapter 11 and COVID-19. The Financial Projections further assumed growth year-over-year assuming a recovery post COVID-19 (except for the Cruise and Energy verticals). Bandwidth cost of sales is assumed variable and is based on recovering margin structure while other service and equipment cost of sales projections are based on a target margin.

The Financial Projections incorporate multiple sources of information. While the Debtors remain confident in the long-term fundamentals of the satellite communications market, the Financial Projections reflect a downturn in the cruise, commercial maritime, and energy markets as the timing of industry recovery remains uncertain.

Plan Consummation: The Financial Projections assume that the Plan will be confirmed or consummated on or about September 30, 2020.

2. Assumptions with Respect to the Projected Income Statement

Revenues: Revenue in the Financial Projections is forecast on a vertical basis with the input of management and the respective vertical leads. Significant assumptions were made with respect to timing and overall recovery levels as a result of COVID-19 and the Chapter 11 filing.

Cost of Sales: Cost of Sales are broken into four components: Bandwidth, Service and Equipment, Voice, and Other COS. Cost of Sales is projected assuming a recovering margin structure, and is based upon historical operating costs, adjusted for cost reduction efforts.

Operating Expenses: Operating Expenses are primarily comprised of labor costs and other expenses associated with the Debtors' corporate overhead. The amount of Operating Expenses is based on historical costs, adjusted for cost reduction efforts.

Restructuring Costs: Restructuring Costs consist of actual and estimated fees for professional advisors, financing fees and other costs directly attributable to the Chapter 11 cases, assuming emergence from Chapter 11 on September 30, 2020. Expenses and other costs associated with the restructuring are forecasted to be approximately \$101 million.

Tax Expense: Tax Expense is projected based on a jurisdictional basis, utilizing the Company's 2020 corporate income tax schedule. No assumptions were made with respect to tax impacts from recapitalization. 2021+ assumptions are based on the Government business unit only and do not include estimates for the remainder of the business. In addition, no assumptions were made in relation to determining available NOLs, capital structure and deductibility of intangibles.

Transformation Plan: The Company's transformation plan is critical to ongoing viability and success of Speedcast, and is designed to integrate operations, restore organizational health and drive business efficiencies. Transformation relies on capital and many initiatives being implemented on time. The transformation plan does not include any assumption of consultant costs to implement.

Chapter 11: The Financial Projections have been prepared on an unlevered basis, and assume that the Debtors are not burdened with the existing debt post Chapter 11. It is assumed that a Chapter 11 exit occurs by end of Q3 2020, and that the process runs smoothly and quickly to ensure the Company can retain key personnel.

3. Assumptions with Respect to the Projected Balance Sheet and Projected Statement of Cash

Pro Forma Adjustments Related to Emergence: The balance sheet has been presented on a debt free basis. The balance sheet does not contemplate any fresh start accounting for restructuring (including treatment of pre-petition liabilities). The balance sheet does not include any adjustments to December 2019 Intangible values since no impairment review has been completed.

Working Capital: Working Capital assumptions are based on the historical days sales outstanding and historical days payable, as well as on the historical levels of prepaid and other current assets and current liabilities. Additionally, the impact of COVID-19 is incorporated into the assumptions in the early years before gradually normalizing.

Capital Expenditures: Projections for capital expenditures were prepared with consideration of the Debtors' revenue forecast and expected maintenance requirements. Capital expenditures related to the transformation plan were developed separately and are included in the financial projections.

Capital Structure: No assumptions were made with respect to capital structure upon emergence from Chapter 11.

CONSOLIDATED INCOME STATEMENT (\$ in Millions)	Year Ending December 31			
	FY 2020	FY 2021	FY 2022	FY 2023
Total Revenue	\$ 549	\$ 504	\$ 536	\$ 566
Cost of Sales	(326)	(292)	(312)	(327)
Gross Profit	222	212	224	240
<i>Gross Margin %</i>	40.5%	42.0%	41.8%	42.3%
Operating Expenses	(180)	(165)	(165)	(165)
EBITDA	42	47	59	75
<i>EBITDA %</i>	7.7%	9.2%	11.0%	13.2%
Net Transformation Benefits	1	16	23	30
Restructuring Costs	(81)	(20)	-	-
Depreciation	(51)	(51)	(50)	(47)
Amortization	(35)	(32)	(30)	(27)
Operating Income	(124)	(40)	3	30
Net Finance Cost	(39)	(2)	(2)	(2)
Gain (Loss) on Foreign Currency, Net	(21)	-	-	-
Tax Expense	(9)	(5)	(5)	(5)
Net Income / (Loss)	\$ (194)	\$ (47)	\$ (4)	\$ 24

CONSOLIDATED BALANCE SHEET (\$ in Millions)	Year Ending December 31			
	FY 2020	FY 2021	FY 2022	FY 2023
Assets				
Cash and cash equivalents	\$ 72	\$ 70	\$ 96	\$ 152
Receivables	177	174	177	178
Inventories	22	20	18	17
Property plant and equipment	157	146	138	123
Other	295	272	252	235
Total Assets	\$ 724	\$ 683	\$ 681	\$ 706
Liabilities				
Accounts payable	\$ 261	\$ 274	\$ 276	\$ 277
Borrowings	6	0	-	-
Other	61	61	61	60
Total Liabilities	\$ 328	\$ 335	\$ 337	\$ 337
Net Assets	\$ 396	\$ 349	\$ 344	\$ 368

CONSOLIDATED STATEMENT OF CASH FLOWS (\$ in Millions)	Year Ending December 31			
	FY 2020 (May – Dec.)	FY 2021	FY 2022	FY 2023
Net Income (Incl. Transformation Benefits)	\$ (136)	\$ (44)	\$ (2)	\$ 24
(-) Costs to Implement Transformation	(3)	(3)	(2)	(1)
(+) Professional Fee Restructuring Costs	39	-	-	-
(+) Depreciation & Amortization	60	83	79	74
(+/-) Changes in Working Capital	67	18	2	0
Net Operating Cash Flow	28	54	77	97
Total Capex (Incl. Transformation Capex)	(33)	(42)	(44)	(34)
Net Operating Cash Flow Less Capex	(5)	12	33	63
Professional Fee Restructuring Costs	(39)	-	-	-
Debt Issuances / (Repayments)	48	(6)	(0)	-
Other Financing Cash Flows	(6)	(7)	(7)	(7)
Net Financing Cash Flows	3	(14)	(7)	(7)
Beginning Cash	74	72	70	96
Change in Cash	(2)	(2)	26	56
Ending Cash	72	70	96	152

Exhibit F

Valuation Analysis

REORGANIZED DEBTORS VALUATION ANALYSIS¹

THE VALUATION INFORMATION CONTAINED HEREIN IS NOT A PREDICTION OR GUARANTEE OF THE ACTUAL MARKET VALUE THAT MAY BE REALIZED THROUGH THE ISSUANCE OF ANY SECURITIES PURSUANT TO THE PLAN. THIS VALUATION IS PRESENTED SOLELY FOR THE PURPOSE OF PROVIDING ADEQUATE INFORMATION AS REQUIRED BY SECTION 1125 OF THE BANKRUPTCY CODE TO ENABLE THE HOLDERS OF CLAIMS OR INTERESTS ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN TO MAKE AN INFORMED JUDGMENT ABOUT THE PLAN AND SHOULD NOT BE USED OR RELIED UPON FOR ANY OTHER PURPOSE, INCLUDING THE PURCHASE OR SALE OF CLAIMS AGAINST OR INTERESTS IN THE DEBTORS.

At the Debtors' request, Moelis & Company LLC ("**Moelis**") performed a valuation analysis of the Reorganized Debtors.

Based upon and subject to the review and analysis described herein, and subject to the assumptions, limitations and qualifications described herein, Moelis' view, as of September 12, 2020, was that the estimated going concern enterprise value of the Reorganized Debtors, as of an assumed Effective Date for purposes of Moelis' valuation analysis of January 31, 2021 (the "**Assumed Effective Date**"), would be in a range between \$335 million and \$460 million. The midpoint of our enterprise valuation range is \$397.5 million.

Moelis' views are necessarily based on economic, monetary, market, and other conditions as in effect on, and the information made available to Moelis as of, the date of its analysis (September 12, 2020). As you are aware, the credit, financial and stock markets have been experiencing unusual volatility, and Moelis expresses no opinion or view as to any potential effects of such volatility on the Reorganized Debtors or their value. It should be understood that, although subsequent developments may affect Moelis' views, Moelis does not have any obligation to update, revise, or reaffirm its analysis or its estimate.

Moelis' analysis is based, at the Debtors' direction, on a number of assumptions, including, among other assumptions, that (i) the Debtors will be reorganized in accordance with the Plan, which will be effective on the Assumed Effective Date, (ii) the Reorganized Debtors will achieve the results set forth in the Debtors' management's financial projections attached as Exhibit E to this Disclosure Statement (the "**Financial Projections**") for 2021 through 2023 (the "**Projection Period**") provided to Moelis by the Debtors, (iii) the Reorganized Debtors' capitalization and available cash will be as set forth in the Plan and this Disclosure Statement, and (iv) the Reorganized Debtors will be able to obtain all future financings, on the terms and at the times, necessary to achieve the results set forth in the Financial Projections. Moelis makes no representation as to the achievability or reasonableness of such assumptions. In addition, Moelis assumed that there will be no material change in economic, monetary, market, and other conditions as in effect on, and the information made available to Moelis, as of the Assumed Effective Date.

¹

Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Amended Joint Chapter 11 Plan of Reorganization of SpeedCast International Limited and its Debtor Affiliates (as altered, amended, modified, or supplemented from time to time, the "**Plan**").

Moelis assumed, at the Debtors' direction, that the Financial Projections prepared by the Debtors' management were reasonably prepared on a basis reflecting the best currently available estimates and judgments of the Debtors' management as to the future financial and operating performance of the Reorganized Debtors. The future results of the Reorganized Debtors are dependent upon various factors, many of which are beyond the control or knowledge of the Debtors, and consequently are inherently difficult to project. The Reorganized Debtors' actual future results may differ materially (positively or negatively) from the Financial Projections and, as a result, the actual enterprise value of the Reorganized Debtors may be materially higher or lower than the estimated range herein. Among other things, failure to consummate the Plan in a timely manner may have a materially negative impact on the enterprise value of the Reorganized Debtors.

The estimated enterprise value set forth above represents a hypothetical enterprise value of the Reorganized Debtors as the continuing operators of the business and assets of the Debtors, after giving effect to the Plan, based on consideration of certain valuation methodologies as described below. The estimated enterprise value in this section does not purport to constitute an appraisal or necessarily reflect the actual market value that might be realized through a sale or liquidation of the Reorganized Debtors, their securities or their assets, which may be materially higher or lower than the estimated enterprise value range herein. The actual value of an operating business such as the Reorganized Debtors' business is subject to uncertainties and contingencies that are difficult to predict and will fluctuate with changes in various factors affecting the financial condition and prospects of such a business.

In conducting its analysis, Moelis, among other things: (i) reviewed certain publicly available business and financial information relating to the Reorganized Debtors that Moelis deemed relevant; (ii) reviewed Financial Projections, furnished to Moelis by the Debtors; (iii) conducted discussions with members of senior management and representatives of the Debtors concerning the matters described in clauses (i) and (ii) of this paragraph, as well as their views concerning the Debtors' business prospects before giving effect to the Plan, and the Reorganized Debtors' business and prospects after giving effect to the Plan; (iv) reviewed publicly available financial and stock market data for certain other companies in lines of business that Moelis deemed relevant; (v) reviewed publicly available financial data for certain transactions that Moelis deemed relevant; and (vi) conducted such other financial studies and analyses and took into account such other information as Moelis deemed appropriate. In connection with its review, Moelis did not assume any responsibility for independent verification of (and did not independently verify) any of the information supplied to, discussed with, or reviewed by Moelis and, with the consent of the Debtors, relied on such information being complete and accurate in all material respects. In addition, at the direction of the Debtors, Moelis did not make any independent evaluation or appraisal of any of the assets or liabilities (contingent, derivative, off-balance-sheet, tax-related or otherwise) of the Reorganized Debtors, nor was Moelis furnished with any such evaluation or appraisal. Moelis also assumed, with the Debtors' consent, that the final form of the Plan does not differ in any respect material to its analysis from the final draft that Moelis reviewed.

The estimated enterprise value in this section does not constitute a recommendation to any Holder of a Claim or Interest as to how such Holder of a Claim or Interest should vote or otherwise act with respect to the Plan. Moelis has not been asked to and does not express any view as to what the trading value of the Reorganized Debtors' securities would be when issued pursuant to the Plan or the prices at which they may trade in the future. The estimated enterprise value set forth herein

does not constitute an opinion as to fairness from a financial point of view to any Holder of a Claim or Interest of the consideration to be received by such Holder of a Claim or Interest under the Plan or of the terms and provisions of the Plan.

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Exhibit G

Release Provisions

10.5 *Plan Injunction.*

(a) Except as otherwise provided in the Plan or in the Confirmation Order, from and after the Effective Date, pursuant to section 524(a) of the Bankruptcy Code, all Persons or Entities who have held, hold, or may hold Claims or Interests (whether proof of such Claims or Interests has been filed or not and whether or not such Persons or Entities vote in favor of, against or abstain from voting on the Plan or are presumed to have accepted or deemed to have rejected the Plan), and other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, and affiliates, that have been released, discharged, or are subject to exculpation, are, with respect to any such Claim or Interest, permanently enjoined after the entry of the Confirmation Order from: (i) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including any proceeding in a judicial, arbitral, administrative, or other forum) against or affecting, directly or indirectly, a Debtor, a Reorganized Debtor, a Released Party, or an Estate or the property of any of the foregoing, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons mentioned in this subsection (i) or any property of any such transferee or successor; (ii) enforcing, levying, attaching (including any prejudgment attachment), collecting, or otherwise recovering in any manner or by any means, whether directly or indirectly, any judgment, award, decree, or order against a Debtor, a Reorganized Debtor, a Released Party, or an Estate or its property, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons mentioned in this subsection (ii) or any property of any such transferee or successor; (iii) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against a Debtor, a Reorganized Debtor, a Released Party, or an Estate or any of its property, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons mentioned in this subsection (iii) or any property of any such transferee or successor; (iv) asserting any right of setoff, directly or indirectly, against any obligation due from asserting any right of setoff, directly or indirectly, against any obligation due from a Debtor, a Reorganized Debtor, a Released Party or an Estate or any of its property, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons mentioned in this subsection (iv) or any property of any such transferee or successor; (v) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan to the full extent permitted by applicable law; and (vi) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of the Plan; provided, that nothing contained in the Plan shall preclude such Persons or Entities who have held, hold, or may hold Claims against, or Interests in, a Debtor, a Reorganized Debtor, a Released Party, or an Estate from exercising their rights and remedies, or obtaining benefits, pursuant to and consistent with the terms of the Plan.

(b) By accepting distributions pursuant to the Plan, each holder of an Allowed Claim or Allowed Interest shall be deemed to have affirmatively and specifically consented to be bound by the Plan, including the injunctions set forth in this Section 10.5 of the Plan.

(c) For the avoidance of doubt, the injunctions set forth in this Section 10.5 of the Plan prohibit the enforcement of the Syndicated Facility Agreement against any SFA Loan Party.

10.6 Releases.

(a) **RELEASES BY THE DEBTORS.** AS OF THE EFFECTIVE DATE, EXCEPT FOR THE RIGHTS AND REMEDIES THAT REMAIN IN EFFECT FROM AND AFTER THE EFFECTIVE DATE TO ENFORCE THE PLAN AND THE OBLIGATIONS CONTEMPLATED BY THE PLAN DOCUMENTS AND THE DOCUMENTS IN THE PLAN SUPPLEMENT, ON AND AFTER THE EFFECTIVE DATE, THE RELEASED PARTIES WILL BE DEEMED CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED, BY THE DEBTORS, THE REORGANIZED DEBTORS, AND THE ESTATES, IN EACH CASE ON BEHALF OF THEMSELVES AND THEIR RESPECTIVE SUCCESSORS, ASSIGNS, AND REPRESENTATIVES AND ANY AND ALL OTHER PERSONS THAT MAY PURPORT TO ASSERT ANY CAUSE OF ACTION DERIVATIVELY, BY OR THROUGH THE FOREGOING PERSONS, INCLUDING THE LITIGATION TRUST (IF ESTABLISHED), FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, SUITS, JUDGMENTS, DAMAGES, DEMANDS, DEBTS, RIGHTS, AND CAUSES OF ACTION, LOSSES, REMEDIES, OR LIABILITIES WHATSOEVER (INCLUDING ANY DERIVATIVE CLAIMS, ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, THE REORGANIZED DEBTORS, OR THE ESTATES), WHETHER LIQUIDATED OR UNLIQUIDATED, FIXED OR CONTINGENT, MATURED OR UNMATURED, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, ACCRUED OR UNACCRUED, EXISTING OR HEREINAFTER ARISING, WHETHER IN LAW OR EQUITY, WHETHER SOUNDING IN TORT OR CONTRACT, WHETHER ARISING UNDER FEDERAL OR STATE STATUTORY OR COMMON LAW, OR ANY OTHER APPLICABLE INTERNATIONAL, FOREIGN, OR DOMESTIC LAW, RULE, STATUTE, REGULATION, TREATY, RIGHT, DUTY, REQUIREMENTS OR OTHERWISE THAT THE DEBTORS, THE REORGANIZED DEBTORS, THE ESTATES, OR THEIR AFFILIATES WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST OR OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THE CHAPTER 11 CASES, THE RESTRUCTURING, THE DIP DOCUMENTS, THE SYNDICATED FACILITY AGREEMENT, ANY SFA LOAN DOCUMENT, AND ANY RELATED INSTRUMENT, AGREEMENT, OR DOCUMENT, THE PLAN SPONSOR AGREEMENT, THE EQUITY COMMITMENT AGREEMENT, THE DIRECT INVESTMENT, THE FORBEARANCE AGREEMENT, THE AMENDED ORGANIZATIONAL DOCUMENTS, THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS OR THE REORGANIZED DEBTORS, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN ANY DEBTOR AND ANY RELEASED PARTY, THE RESTRUCTURING OF CLAIMS AND INTERESTS BEFORE OR

DURING THE CHAPTER 11 CASES, THE PLAN, THE DISCLOSURE STATEMENT, THE PLAN DOCUMENTS AND THE DOCUMENTS IN THE PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS, OR OTHER DOCUMENTS RELATING THERETO, AND THE NEGOTIATION, FORMULATION, PREPARATION OR CONSUMMATION OF ANY DOCUMENTS OR TRANSACTIONS IN CONNECTION WITH ANY OF THE FOREGOING, THE SOLICITATION OF VOTES WITH RESPECT TO THE PLAN, IN ALL CASES BASED UPON ANY ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASES SET FORTH ABOVE DO NOT RELEASE ANY OBLIGATIONS ARISING AFTER EFFECTIVE DATE OF ANY PARTY OR ENTITY UNDER THE PLAN, ANY RESTRUCTURING TRANSACTION, OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THOSE SET FORTH IN THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THE PLAN, INCLUDING THE ASSUMPTION OF THE INDEMNIFICATION PROVISIONS AS SET FORTH IN THE PLAN. FURTHERMORE, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, NOTHING IN THIS PROVISION SHALL, NOR SHALL IT BE DEEMED TO, RELEASE ANY RELEASED PARTY FROM ANY CLAIMS OR CAUSES OF ACTION THAT ARE FOUND, PURSUANT TO A FINAL ORDER, TO BE THE RESULT OF SUCH RELEASED PARTY'S GROSS NEGLIGENCE, ACTUAL FRAUD, OR WILLFUL MISCONDUCT.

ENTRY OF THE CONFIRMATION ORDER BY THE BANKRUPTCY COURT SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE RELEASES IN THIS SECTION 10.6(a) OF THE PLAN (the "DEBTOR RELEASES"), WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS UNDER THE PLAN, AND FURTHER, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE DEBTOR RELEASES ARE: (I) IN EXCHANGE FOR THE GOOD, VALUABLE AND ADEQUATE CONSIDERATION PROVIDED BY THE RELEASED PARTIES, (II) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE RELEASED CLAIMS RELEASED BY THE DEBTORS, THE REORGANIZED DEBTORS AND THE ESTATES, (III) IN THE BEST INTERESTS OF THE DEBTORS, THE ESTATES AND ALL HOLDERS OF CLAIMS AND INTERESTS, (IV) FAIR, EQUITABLE AND REASONABLE, (V) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING, AND (VI) A BAR TO ANY OF THE DEBTORS, THE REORGANIZED DEBTORS, OR THE ESTATES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE DEBTOR RELEASE.

(b) NON-DEBTOR SFA LOAN PARTY RELEASE.

SOLELY TO THE EXTENT SET FORTH IN THE CONFIRMATION ORDER, ENTRY OF THE CONFIRMATION ORDER BY THE BANKRUPTCY COURT SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE RELEASES IN THIS SECTION 10.6(B) OF THE PLAN (THE "NON-DEBTOR SFA LOAN PARTY RELEASE"), WHICH INCLUDES, BY REFERENCE, EACH OF THE RELATED PROVISIONS AND DEFINITIONS UNDER

THE PLAN, AND, FURTHERMORE, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE NON-DEBTOR SFA LOAN PARTY RELEASE IS (I) ESSENTIAL TO THE CONFIRMATION OF THE PLAN, (II) GIVEN IN EXCHANGE FOR THE GOOD, VALUABLE AND ADEQUATE CONSIDERATION PROVIDED BY THE NON-DEBTOR SFA LOAN PARTIES, INCLUDING ON ACCOUNT OF THEIR CONTRIBUTION TO THE DISTRIBUTIONS PROVIDED PURSUANT TO THIS PLAN, (III) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE NON-DEBTOR SFA LOAN PARTY RELEASE, (IV) IN THE BEST INTERESTS OF THE DEBTORS AND THEIR ESTATES, (V) FAIR, EQUITABLE AND REASONABLE, (VI) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING, AND/OR (VII) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE NON-DEBTOR SFA LOAN PARTY RELEASE.

NOTWITHSTANDING ANYTHING IN THIS PLAN, SOLICITATION PROCEDURES OR ANY BALLOT TO THE CONTRARY, SOLELY TO THE EXTENT SET FORTH IN THE CONFIRMATION ORDER, EACH NON-DEBTOR SFA LOAN PARTY WILL, ON ACCOUNT OF THEIR CONTRIBUTIONS UNDER THIS PLAN, BE DEEMED CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION WHATSOEVER, WHETHER LIQUIDATED OR UNLIQUIDATED, FIXED OR CONTINGENT, MATURED OR UNMATURED, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT, OR OTHERWISE BY STATUTE, VIOLATIONS OF FEDERAL OR STATE SECURITIES LAWS OR OTHERWISE, ARISING UNDER THE SYNDICATED FACILITY AGREEMENT, ANY SFA LOAN DOCUMENT AND ANY RELATED INSTRUMENT, AGREEMENT AND DOCUMENT.

(c) **RELEASE OF LIENS.** Except as otherwise specifically provided in the Plan, the Plan Documents, the DIP Documents, or in any contract, instrument, release, or other agreement or document contemplated under or executed in connection with the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim, satisfaction in full of the secured portion of such Claim, including the Syndicated Facility Secured Claim, that is Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates and the SFA Loan Parties (to the extent set forth in the Confirmation Order) shall be fully released and discharged, and all of the right, title, and interest of any holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Reorganized Debtors or the non-Debtor SFA Loan Parties, as applicable (or other owner of such property as the case may be), and their successors and assigns, in each case, without any further approval or order of the Bankruptcy Court and without any action or filing being required to be made by the Debtors or non-Debtor SFA Loan Parties, as applicable.

10.7 Releases by Holders of Claims and Interests

AS OF THE EFFECTIVE DATE, EXCEPT FOR THE RIGHTS AND REMEDIES THAT REMAIN IN EFFECT FROM AND AFTER THE EFFECTIVE DATE TO ENFORCE THE PLAN AND THE OBLIGATIONS CONTEMPLATED BY THE PLAN DOCUMENTS, AND THE DOCUMENTS IN THE PLAN SUPPLEMENT, ON AND AFTER THE EFFECTIVE DATE, THE RELEASED PARTIES WILL BE DEEMED CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED BY THE RELEASING PARTIES, FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION WHATSOEVER (INCLUDING ANY DERIVATIVE CLAIMS, ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, THE REORGANIZED DEBTORS, OR THEIR ESTATES), WHETHER LIQUIDATED OR UNLIQUIDATED, FIXED OR CONTINGENT, MATURED OR UNMATURED, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT, OR OTHERWISE BY STATUTE, VIOLATIONS OF FEDERAL OR STATE SECURITIES LAWS OR OTHERWISE, THAT SUCH HOLDERS OR THEIR ESTATES, AFFILIATES, HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, ASSIGNS, MANAGERS, ACCOUNTANTS, ATTORNEYS, REPRESENTATIVES, CONSULTANTS, AGENTS, AND ANY OTHER PERSONS CLAIMING UNDER OR THROUGH THEM WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST OR OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THE REORGANIZED DEBTORS, OR THEIR ESTATES, THE CHAPTER 11 CASES, THE RESTRUCTURING, THE DIP DOCUMENTS, THE SYNDICATED FACILITY AGREEMENT, ANY SFA LOAN DOCUMENT, AND ANY RELATED INSTRUMENT, AGREEMENT, OR DOCUMENT, THE EQUITY COMMITMENT AGREEMENT, THE DIRECT INVESTMENT, THE FORBEARANCE AGREEMENT, THE AMENDED ORGANIZATIONAL DOCUMENTS, THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS OR THE REORGANIZED DEBTORS, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS OR INTERACTIONS BETWEEN ANY DEBTOR AND ANY RELEASED PARTY, THE RESTRUCTURING, THE RESTRUCTURING OF ANY CLAIMS OR INTERESTS BEFORE OR DURING THE CHAPTER 11 CASES, THE PLAN, THE DISCLOSURE STATEMENT, THE PLAN SPONSOR AGREEMENT, THE PLAN DOCUMENTS AND THE DOCUMENTS IN THE PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS, OR OTHER DOCUMENTS RELATING THERETO, AND THE NEGOTIATION, FORMULATION, PREPARATION OR CONSUMMATION OF ANY DOCUMENTS OR TRANSACTIONS IN CONNECTION WITH ANY OF THE FOREGOING, OR THE SOLICITATION OF VOTES WITH RESPECT TO THE PLAN, IN ALL CASES BASED UPON ANY ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCES TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASES SET FORTH ABOVE DO NOT

RELEASE ANY OBLIGATIONS ARISING AFTER EFFECTIVE DATE OF ANY PARTY OR ENTITY UNDER THE PLAN, ANY RESTRUCTURING TRANSACTION, OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THOSE SET FORTH IN THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THE PLAN, INCLUDING THE ASSUMPTION OF THE INDEMNIFICATION PROVISIONS AS SET FORTH IN THE PLAN.

ENTRY OF THE CONFIRMATION ORDER BY THE BANKRUPTCY COURT SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE RELEASES IN SECTION 10.7 OF THE PLAN (THE "THIRD-PARTY RELEASE"), WHICH INCLUDES, BY REFERENCE, EACH OF THE RELATED PROVISIONS AND DEFINITIONS UNDER THE PLAN, AND, FURTHERMORE, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE THIRD-PARTY RELEASE IS (I) CONSENSUAL, (II) ESSENTIAL TO THE CONFIRMATION OF THE PLAN, (III) GIVEN IN EXCHANGE FOR THE GOOD, VALUABLE AND ADEQUATE CONSIDERATION PROVIDED BY THE RELEASED PARTIES, (IV) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE THIRD-PARTY RELEASE, (V) IN THE BEST INTERESTS OF THE DEBTORS AND THEIR ESTATES, (VI) FAIR, EQUITABLE AND REASONABLE, (VII) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING, AND (VIII) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE THIRD-PARTY RELEASE.

10.8 *Exculpation.*

EFFECTIVE AS OF THE EFFECTIVE DATE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND WITHOUT AFFECTING OR LIMITING EITHER THE ESTATE RELEASE SET FORTH IN SECTION 10.6 HEREIN OR THE CONSENSUAL RELEASES BY HOLDERS OF CLAIMS SET FORTH IN SECTION 10.7 HEREIN, AND NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, NO EXCULPATED PARTY WILL HAVE OR INCUR, AND EACH EXCULPATED PARTY WILL BE RELEASED AND EXCULPATED FROM, ANY CLAIM, OBLIGATION, SUIT, JUDGMENT, DAMAGE, DEMAND, DEBT, RIGHT, CAUSE OF ACTION, LOSS, REMEDY, AND LIABILITY FOR ANY CLAIM IN CONNECTION WITH OR ARISING OUT OF THE ADMINISTRATION OF THE CHAPTER 11 CASES; THE NEGOTIATION, PURSUIT, FORMULATION, PREPARATION OR CONSUMMATION OF THE DIP FACILITY, THE SYNDICATED FACILITY AGREEMENT, THE EQUITY COMMITMENT AGREEMENT, THE PLAN SPONSOR AGREEMENT, THE FORBEARANCE AGREEMENT, THE DIRECT INVESTMENT, THE MANAGEMENT INCENTIVE PLAN, THE AMENDED ORGANIZATIONAL DOCUMENTS, THE DISCLOSURE STATEMENT, THE RESTRUCTURING, THE PLAN AND THE PLAN DOCUMENTS (INCLUDING THE DOCUMENTS IN THE PLAN SUPPLEMENT), OR THE SOLICITATION OF VOTES FOR, OR CONFIRMATION OF, THE PLAN; THE FUNDING OR CONSUMMATION OF THE PLAN; THE OCCURRENCE OF THE EFFECTIVE DATE; THE ADMINISTRATION OF THE PLAN OR THE PROPERTY TO BE DISTRIBUTED UNDER THE PLAN; THE ISSUANCE OF SECURITIES UNDER OR

IN CONNECTION WITH THE PLAN; THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS OR THE REORGANIZED DEBTORS; OR THE TRANSACTIONS IN FURTHERANCE OF ANY OF THE FOREGOING; OTHER THAN CLAIM, OBLIGATION, SUIT, JUDGMENT, DAMAGE, DEMAND, DEBT, RIGHT, CAUSE OF ACTION, LOSS, AND LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATED TO ANY ACT OR OMISSION OF AN EXCULPATED PARTY THAT CONSTITUTES INTENTIONAL FRAUD, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE AS DETERMINED BY A FINAL ORDER. THE EXCULPATED PARTIES HAVE ACTED IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE WITH REGARD TO THE SOLICITATION AND DISTRIBUTION OF SECURITIES PURSUANT TO THE PLAN AND, THEREFORE, ARE NOT, AND ON ACCOUNT OF SUCH DISTRIBUTIONS WILL NOT BE, LIABLE AT ANY TIME FOR THE VIOLATION OF ANY APPLICABLE LAW, RULE, OR REGULATION GOVERNING THE SOLICITATION OF ACCEPTANCES OR REJECTIONS OF THE PLAN OR SUCH DISTRIBUTIONS MADE PURSUANT TO THE PLAN, INCLUDING THE ISSUANCE OF SECURITIES THEREUNDER.

10.9 *Injunction Related to Releases and Exculpation.*

Except for the rights that remain in effect from and after the Effective Date to enforce this Plan and the Plan Documents, the Confirmation Order shall permanently enjoin the commencement or prosecution by any Entity, whether directly, derivatively, or otherwise, of any Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, losses, or liabilities released or exculpated pursuant to this Plan.

Exhibit H

Plan Sponsor Selection Procedures

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

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

PLAN SPONSOR SELECTION PROCEDURES

SpeedCast International Limited, a company registered in Victoria, Australia (“**Speedcast**”), and its subsidiary debtors and debtors-in-possession in the above-captioned chapter 11 cases (collectively, and together with Speedcast, the “**Debtors**”) have executed an *Amended and Restated Equity Commitment Agreement* with certain affiliates of Centerbridge Partners, L.P. (collectively, the “**Initial Plan Sponsor**,” and, Centerbridge Partners, L.P. and its affiliates, “**Centerbridge**”) (whose affiliates are also among the lenders under the Syndicated Facility Agreement (as defined below)), dated as of October 10, 2020 (together with all exhibits, schedules, and attachments thereto, and as may be amended, supplemented, or otherwise modified from time to time, the “**Initial Plan Sponsor Agreement**”), pursuant to which, among other things, the Initial Plan Sponsor has committed to make a new-money equity investment for 100% of the equity interests in a newly formed parent entity (the “**New Speedcast Equity Interests**”) of the Debtors and their non-Debtor affiliates pursuant to a chapter 11 plan on the terms set forth in the proposed *Amended Joint Chapter 11 Plan of SpeedCast International Limited and its Debtor Affiliates* (Docket No. [●]) (as may be further amended, modified, or supplemented pursuant to the terms thereof, the “**Plan**”). The equity investment and plan sponsor transaction contemplated by the Initial Plan Sponsor Agreement is referred to herein as the “**Initial Plan Sponsor Transaction**.”

The Debtors have been authorized to perform under the process (the “**Plan Sponsor Selection Process**”) and procedures set forth herein (the “**Plan Sponsor Selection Procedures**”) by the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”) in connection with the chapter 11 cases for the Debtors pursuant to the *Order (i) Scheduling Combined Hearing on (a) Adequacy of Disclosure Statement and (b) Confirmation of Plan; (ii) Conditionally Approving Disclosure Statement; (iii) Approving Solicitation Procedures and Form and Manner of Notice of Combined Hearing and Objection Deadline; (iv) Fixing Deadline to Object to Disclosure Statement and Plan; (v) Approving Notice and Objection Procedures for the Assumption of Executory Contracts and Unexpired Leases;*

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

(vi) *Authorizing Performance Under The Plan Sponsor Selection Procedures*; and (viii) *Granting Related Relief* (Docket No. [●]) (the “**Plan Procedures Order**”).

On October 10, 2020, the Debtors, filed with the Bankruptcy Court the *Emergency Motion of Debtors for Entry of an Order (i) Scheduling Combined Hearing on (a) Adequacy of Disclosure Statement and (b) Confirmation of Plan; (ii) Conditionally Approving Disclosure Statement; (iii) Approving Solicitation Procedures and Form and Manner of Notice of Combined Hearing and Objection Deadline; (iv) Fixing Deadline to Object to Disclosure Statement and Plan; (v) Approving Notice and Objection Procedures for the Assumption of Executory Contracts and Unexpired Leases; (vi) Approving Plan Sponsor Selection Procedures; and (viii) Granting Related Relief* (Docket No. 811) (the “**Motion**”),² seeking, among other things, approval of the Plan Sponsor Selection Procedures for soliciting proposals for the purchase of 100% of the New Speedcast Equity Interests pursuant to a chapter 11 plan (the “**Plan Sponsor Transaction**”).³

If the Debtors receive one or more Qualified Plan Sponsor Proposals (as defined below) other than the Initial Plan Sponsor Transaction, the Debtors will implement a procedure for the ultimate selection of the Plan Sponsor (as defined below) among such Qualified Plan Sponsor Proposals, in accordance with these Plan Sponsor Selection Procedures.

The Debtors reserve the right, subject to the exercise of their reasonable business judgment, and in consultation with the Consultation Parties (as defined herein), to modify or terminate these Plan Sponsor Selection Procedures, to waive terms and conditions set forth herein, to extend any of the deadlines or other dates set forth herein, and/or terminate discussions with any and all Prospective Plan Sponsors (as defined herein) at any time and without specifying the reasons therefor, in each case, to the extent not in any material respect inconsistent with the Plan Procedures Order.

I. Description of Plan Sponsor Selection Procedures

The Debtors are seeking to reorganize through the issuance of New Speedcast Equity Interests pursuant to the Plan.

Any party or, with the consent of the Debtors (following the Debtors’ consultation with the Consultation Parties, and not to be unreasonably withheld, conditioned, or delayed), group of parties, subject to the execution of a confidentiality agreement satisfactory to the Debtors, and satisfaction of the preconditions set forth below, may submit a proposal to become the plan sponsor and to acquire the New Speedcast Equity Interests (each such proposal, a “**Plan Sponsor Proposal**”). Any party (a “**Proposing Party**”) may only submit (i) one Plan Sponsor Proposal as an individual party, and separately (ii) one Plan Sponsor Proposal with another party or group of parties, in each case, that are not affiliates or subsidiaries of, or otherwise associated with, such Proposing Party.

² All capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Motion and the Plan Procedures Order.

³ The term “**Transaction**,” as used in these Plan Sponsor Selection Procedures, refers to a Plan Sponsor Transaction.

Any party interested in submitting a Plan Sponsor Proposal should contact the Debtors' investment banker, Moelis Australia Advisory Pty Ltd and Moelis & Company LLC (Attn: Paul Rathborne (paul.rathborne@moelisaustralia.com), and Adam Waldman (adam.waldman@moelis.com)) (collectively, "**Moelis**") as set forth below.

II. Important Dates and Deadlines

October 23, 2020, at 4:00 p.m. (prevailing Central Time)	Deadline to submit Non-Binding Indications of Interest
November 16, 2020, at 4:00 p.m. (prevailing Central Time)	Deadline for all Plan Sponsor Proposals to be Submitted
November 20, 2020, at 12:00 p.m. (prevailing Central Time)	Deadline for Debtors to notify Prospective Plan Sponsors of their status as Qualified Plan Sponsors
November 23, 2020, at 10:00 a.m. (prevailing Central Time)	Debtors shall conduct the Final Selection Process
November 25, 2020, at 4:00 p.m. (prevailing Central Time)	Deadline for Debtors to file with the Bankruptcy Court the Notice of Designation of Plan Sponsor
December 8, 2020, at 4:00 p.m. (prevailing Central Time)	Deadline for Objections
December 17, 2020, at 9:00 a.m. (prevailing Central Time)	Date of Confirmation Hearing to consider approval of the proposed Plan

III. Noticing

A. Consultation Parties

As noted herein, or as otherwise necessary or appropriate in the judgment of the Debtors, where these Plan Sponsor Selection Procedures require the Debtors and their advisors to consult with the official committee of unsecured creditors appointed in the Debtors' chapter 11 cases (the "**Consultation Parties**"), the Debtors and their advisors will consult with the Consultation Parties in good faith.

For the avoidance of doubt, the consultation rights afforded to the Consultation Parties by these Plan Sponsor Selection Procedures shall (x) not limit the Debtors' discretion in the exercise of the Debtors' reasonable business judgment and (y) be subject to the terms of the Plan Sponsor Selection Procedures and the Plan Procedures Order.

B. Submission Parties

Non-Binding Indications of Interest and Plan Sponsor Proposals, each as applicable, must be submitted by email to the Debtors' investment banker, Moelis: (Attn: Paul Rathborne (paul.rathborne@moelisaustralia.com), Adam Waldman (adam.waldman@moelis.com)) (the "**Submission Parties**") as set forth below.

No Non-Binding Indications of Interest or Plan Sponsor Proposals shall be submitted to or shared with any director, officer, or other insider of the Debtors that is a Prospective Plan Sponsor, a Qualified Plan Sponsor, or is participating or investing in a Plan Sponsor Proposal, except to the

extent such Plan Sponsor Proposal is shared with all Qualified Plan Sponsors or as otherwise provided herein.

C. Transaction Notice Parties

The “**Transaction Notice Parties**” shall include the following persons and entities:

- i. the Consultation Parties;
- ii. all persons and entities known by the Debtors to have expressed an interest to the Debtors in a transaction to acquire the Debtors’ business or assets during the past twelve (12) months;
- iii. the Office of the United States Trustee for the Southern District of Texas;
- iv. all of the persons and entities entitled to notice pursuant to Rule 2002 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”); and
- v. all other persons and entities as directed by the Bankruptcy Court.

D. Objection Recipients

Any Objections (as defined below) shall be filed with the Bankruptcy Court and served on the Debtors, the Consultation Parties and the Initial Plan Sponsor (collectively, the “**Objection Recipients**”) by no later than **December 8, 2020 at 4:00 p.m. (prevailing Central Time)**.

IV. Access to Debtors’ Diligence Materials

To receive access to due diligence materials and to participate in the Plan Sponsor Selection Process, an interested party (a “**Prospective Plan Sponsor**”) must first execute a confidentiality agreement, in form and substance satisfactory to the Debtors.

The SFA Lenders⁴ and DIP Lenders that agreed to receive information from the Debtors subject to the confidentiality provisions set forth in the Syndicated Facility Agreement or the DIP

⁴ “**SFA Lenders**” means the lenders party to the certain Syndicated Facility Agreement.

“**Syndicated Facility Agreement**” means the certain Syndicated Facility Agreement dated as of May 15, 2018 (as amended, restated, supplemented or otherwise modified from time to time, by and among Speedcast and certain of its subsidiaries, as borrowers, the lenders party thereto from time to time).

“**DIP Lenders**” means the lenders from time to time party to the DIP Credit Agreement, including by means of any joinder to the DIP Credit Agreement.

“**DIP Credit Agreement**” means that certain Senior Secured Superpriority Debtor-in-Possession Term Loan Credit Agreement, dated as of September 30, 2020 by and among SpeedCast International Limited, SpeedCast Communications, Inc., the lenders named therein, and Belward Holdings LLC, or its successor, in its capacity as administrative agent, collateral agent and security trustee (the “**DIP Agent**”), as the same may be amended, restated, supplemented, refinanced, replaced, or otherwise modified from time to time in accordance with the terms thereof and the Final DIP Order.

Credit Agreement without any requirement that such information be publicly disclosed or posted to lender datasites shall be permitted to continue to access due diligence on that basis, including for purposes of conducting due diligence in connection with submitting a Plan Sponsor Proposal, without the need to execute a further confidentiality agreement (a “**Diligence Lender**”); *provided*, that to the extent such Diligence Lender notifies the Debtors that it may participate in the Plan Sponsor Selection Process through the submission of a joint Plan Sponsor Proposal, the Debtors may require such Diligence Lender to execute an additional confidentiality agreement or information sharing procedures reasonably satisfactory to the Debtors (and any other person joining in the submission of such joint Plan Sponsor Proposal shall be required to execute a confidentiality agreement in form and substance satisfactory to the Debtors).

A. Phase 1 Diligence

A party (or parties) that delivers an executed confidentiality agreement satisfactory to the Debtors or that is a Diligence Lender shall be a “**Diligence Party**.”

Each Diligence Party that wishes to conduct due diligence will be granted access to confidential information, which will primarily be provided through a data room (the “**Data Room**”) containing confidential electronic data, including a confidential information memorandum and select historical financial data for Speedcast as well as a schedule of the Company’s estimated emergence costs (the “**Schedule of Emergence Costs**,” and such diligence, collectively, the “**Phase 1 Diligence**”).

The Debtors will require Diligence Parties who, in the Debtors’ reasonable judgment, are actual or potential competitors of the Debtors, to establish a “clean team” and execute a clean team agreement, in form and substance acceptable to the Debtors, prior to such Diligence Parties and/or their professionals being granted access to unredacted versions of any documents. In the event that the Debtors and any such Diligence Party are unable to resolve issues relating to confidentiality during Phase 1 Diligence, the Debtors and such Diligence Party shall consult with the Consultation Parties and, if such issues are not satisfactorily resolved, either the Debtors or the Diligence Party may seek relief from the Bankruptcy Court.

B. Phase 2 Diligence

At the discretion of the Debtors in consultation with the Consultation Parties, following a submission of a Non-Binding Indication of Interest as set forth below, a Diligence Party may (subject to Section IV.C) be granted access to additional information in the Data Room including, but not limited to: (i) detailed information on the Debtors’ proposed business transformation plans; (ii) redacted customer and supplier information; (iii) historical and forecast divisional financials; (iv) material contracts (redacted, as necessary); (v) a summary of relevant financing arrangements; (vi) the Initial Plan Sponsor Agreement; (vii) relevant legal, regulatory, management and operational information; and (viii) a management presentation (such diligence, collectively, the “**Phase 2 Diligence**”).

C. Phase 3 Diligence

Following selection as the Plan Sponsor, the Successful Plan Sponsor will be provided a 48-hour period in which to review sensitive, material, customer or supplier contract terms that

were redacted during Phase 1 Diligence and Phase 2 Diligence (such diligence, the “**Phase 3 Diligence**”) and confirm its Successful Plan Sponsor Proposal.

Notwithstanding the foregoing, other than with respect to a Diligence Lender, the SFA Agent⁵ or the DIP Agent, the Debtors, in their reasonable business judgment and in consultation with the Consultation Parties, reserve the right to withhold any diligence materials that the Debtors determine (in their reasonable business judgment and in consultation with the Consultation Parties) are sensitive or otherwise not appropriate for disclosure to a Diligence Party that the Debtors determine (in their reasonable business judgment and in consultation with the Consultation Parties) is a competitor of the Debtors or is affiliated with any competitor of the Debtors (except pursuant to “clean team” or other information sharing procedures reasonably satisfactory to the Debtors), or otherwise to comply with applicable law or confidentiality provisions in third party contracts; *provided*, that the Debtors may decline to provide such information to a Diligence Party who, at such time and in the Debtors’ reasonable business judgment, in consultation with the Consultation Parties, has not established, or who has raised doubt, that such Diligence Party intends in good faith to, or will have the capacity to, consummate a Plan Sponsor Transaction. Neither the Debtors nor their representatives shall be obligated to furnish information of any kind whatsoever to any person that is not determined to be a Diligence Party.

All due diligence requests shall be directed to the Debtors’ investment banker, Moelis (Attn: Drew Konopasek (Drew.Konopasek@moelis.com) and Alex Danieli (Alex.Danieli@moelisaustralia.com)).

V. Plan Sponsor Qualifications

A Prospective Plan Sponsor that desires to participate in the Plan Sponsor Selection Process must be determined by the Debtors, in consultation with the Consultation Parties, to satisfy the eligibility requirements in Section V.C., below.

A. Non-Binding Indications of Interest

Parties interested in participating in the Plan Sponsor Selection Process, other than the Initial Plan Sponsor, must submit an indication of interest to the Debtors by **October 23, 2020 at 4:00 p.m. (prevailing Central Time)** in writing expressing their proposed terms for a Qualified Plan Sponsor Proposal (as defined below) (a “**Non-Binding Indication of Interest**”). Non-Binding Indications of Interest should be sent to Moelis, as set forth in Section I hereof.

A Non-Binding Indication of Interest should include:

1. the identity of the Prospective Plan Sponsor(s);

⁵ “SFA Agent” means Black Diamond Commercial Finance, L.L.C., in its capacity as administrative agent, collateral agent and security trustee under the Syndicated Facility Agreement, and together with any of its successors in such capacity.

2. a preliminary indication of the amount and type of value for the purchase of the New Speedcast Equity Interests;
3. a description of the expected operational role of the current Speedcast management team and employees following the Transaction, including, but not limited to, level of integration if appropriate;
4. a statement regarding the level of review and, if necessary, approval that the Plan Sponsor Proposal has received within each Prospective Plan Sponsor(s) organization and any remaining internal approvals required to consummate the Transaction;
5. a list of any corporate, shareholder, regulatory or other approvals required to complete the Transaction and the timing to obtain such approvals.
6. a detailed description of the intended sources of financing for the Transaction, including intended capital structure, amount of debt financing, equity contribution and any contingencies thereto, as well as an indication of the timing and steps required to secure such financing;
7. a detailed description of the specific due diligence issues that must be resolved and any additional information that will be required in order to submit a Qualified Plan Sponsor Proposal;
8. a statement of any material conditions or assumptions made in reaching the preliminary indication of value for the New Speedcast Equity Interests;
9. any other material terms to be included in a Plan Sponsor Proposal by such Prospective Plan Sponsor(s); and
10. a list of advisors and contacts for the Prospective Plan Sponsor(s).

Submitting a Non-Binding Indication of Interest by the deadline set forth herein does not obligate the interested party to consummate a transaction, submit a Plan Sponsor Proposal or to participate further in the Plan Sponsor Selection Process. It also does not exempt such party from having to submit a Qualified Plan Sponsor Proposal by the Submission Deadline (as defined below) or comply with these Plan Sponsor Selection Procedures.

The Debtors shall provide copies of any Non-Binding Indications of Interest received by the Debtors as soon as practicable, but no later than the earlier of one (1) business day or three (3) calendar days after receipt thereof, to the Consultation Parties.

The Debtors will determine in their full discretion, but in consultation with the Consultation Parties, whether a Non-Binding Indication of Interest has met the requirements to allow a Prospective Plan Sponsor to progress to Phase 2 Diligence.

B. Binding Submission Deadline

Any Prospective Plan Sponsor, other than the Initial Plan Sponsor, that desires to have a Plan Sponsor Proposal considered by the Debtors must submit an executed Plan Sponsor Proposal on or before **November 16, 2020, at 4:00 p.m. (prevailing Central Time)** (the “**Submission Deadline**”) in writing to the Submission Parties.

The Debtors, after consulting with the Consultation Parties, may extend the Submission Deadline for any reason whatsoever, in their reasonable business judgment, for all Prospective Plan Sponsors.

The Debtors shall provide copies of any Plan Sponsor Proposal received by the Debtors as soon as practicable, but no later than the calendar day after receipt thereof, to the Consultation Parties.

C. Qualified Plan Sponsor Proposal Requirements

Other than as described in Section V.D., to qualify as a “**Qualified Plan Sponsor Proposal**,” a Plan Sponsor Proposal must (i) be in writing; (ii) include a cover letter confirming that the Prospective Plan Sponsor has satisfied each of the requirements in this Section V.C., entitled “Qualified Plan Sponsor Proposal Requirements”; (iii) include the required information set forth below, presented in the order provided herein; and (iv) be determined by the Debtors, in their reasonable business judgment and in consultation with the Consultation Parties, to satisfy the following requirements:

1. Identification of Plan Sponsor. A Qualified Plan Sponsor must fully disclose the legal identity of each person or entity participating in such Plan Sponsor Proposal (including any equity holders or other financing sources, if the Prospective Plan Sponsor is an entity formed for the purpose of submitting or consummating a Plan Sponsor Proposal) and, in the case of any joint Plan Sponsor Proposal, the nature of any economic arrangements between or among such participants. A Qualified Plan Sponsor must also disclose any connections or agreements with the Debtors, any other known Prospective Plan Sponsor(s) or Qualified Plan Sponsor(s), and/or any current or former officer or director of the foregoing.
2. Transaction Structure. A Qualified Plan Sponsor Proposal must be structured as a Plan Sponsor Transaction, and the Qualified Plan Sponsor Proposal must include a description of the pro forma capital structure, including any debt or equity financing. The Prospective Plan Sponsor must provide a reasonable basis for the Debtors, in consultation with the Consultation Parties, to make a determination of confirmability.
3. Higher or Better Terms. Each Qualified Plan Sponsor Proposal must be on terms that, in the Debtors’ reasonable business judgment and in consultation with the Consultation Parties, are higher or better than the terms of the Initial Plan Sponsor Transaction including, for the avoidance of doubt, by offering aggregate consideration (the aggregate consideration offered by

any Qualified Plan Sponsor Proposal, the “**Aggregate Consideration**”) for the New Speedcast Equity Interests in the amount of at least \$505,000,000. Except as described in section V.C.5 below, the Aggregate Consideration must be offered entirely in cash.

4. Cash Consideration Requirement. Solely with respect to a Plan Sponsor Proposal made by any Prospective Plan Sponsor that includes Non-Cash Consideration pursuant to (and as defined in) section V.C.5 below, the cash portion of the Aggregate Consideration must be not less than \$350,000,000 (the “**Required Base Cash Amount**”) and shall be designated to fund (i) the repayment in full of all obligations under the DIP Credit Agreement, (ii) the Trade Claim Cash Amount (as defined in the Plan), (iii) the Litigation Trust Cash Amount (as defined in the Plan) and (iv) the other uses identified on the Schedule of Emergence Costs.
5. Cashless Value. As an accommodation, any Qualified Plan Sponsor entitled to direct the SFA Agent under the Syndicated Facility Agreement may offer as part of its Plan Sponsor Proposal, non-cash value in the form, and in an aggregate amount not to exceed the amount, of Allowed Syndicated Facility Claims (as defined in the Plan) (the amount of such Allowed Syndicated Facility Claims offered in such Plan Sponsor Proposal, the “**Non-Cash Consideration**”); *provided, that* (x) the cash portion of the Aggregate Consideration in any such Plan Sponsor Proposal must be no less than the Required Base Cash Amount, (y) such Plan Sponsor Proposal shall otherwise satisfy all requirements of a Qualified Plan Sponsor Proposal, and (z) concurrently with and as a condition precedent to consummation of the Transaction, in addition to any cash component of the Aggregate Consideration payable by such Qualified Plan Sponsor, such Qualified Plan Sponsor must pay (and the Plan requires that it pay) to each other SFA Lender (other than any SFA Lender that waives its right to receive such amounts in writing delivered to the Debtors) cash in an amount equal such SFA Lender’s Pro Rata Share of the Non-Cash Consideration (as defined below) (the amount of any such payment obligation to SFA Lenders pursuant to this clause (z), the “**Specified Cash Amount**”). “**Pro Rata Share of the Non-Cash Consideration**” means, with respect to any SFA Lender, a percentage equal to such SFA Lender’s Pro Rata (as defined in the Plan) share of the Allowed Syndicated Facility Claims (as defined in the Plan), determined without regard to any Letters of Credit (as defined in the Plan) constituting Allowed Syndicated Facility Claims (as defined in the Plan).⁶

⁶ As an illustrative example, if any Qualified Plan Sponsor includes Non-Cash Consideration of \$155,000,000 in its Plan Sponsor Proposal, immediately upon consummation of the Transaction such Qualified Plan Sponsor would be required to pay \$15,500,000 in cash to an SFA Lender with a Pro Rata Share of the Non-Cash Consideration equal to 10%.

6. Good-Faith Deposit. A Qualified Plan Sponsor Proposal must be accompanied by a good-faith deposit in the form of cash in an amount equal to ten percent (10%) of the sum of (x) the cash portion of the Aggregate Consideration and (y) the Specified Cash Amount (a “**Good-Faith Deposit**”). Good-Faith Deposits shall be deposited prior to the Submission Deadline with the Debtors. A Qualified Plan Sponsor’s Good-Faith Deposit shall be held in escrow by the Debtors until no later than five (5) business days after the Plan Sponsor Selection Date (as defined below) (except for the Good-Faith Deposits of the Successful Plan Sponsor(s) and Back-Up Plan Sponsor(s) (if any)), and thereafter returned to the respective parties in accordance with the provisions of these Plan Sponsor Selection Procedures.

To the extent that a Plan Sponsor Proposal is modified at or prior to the Final Selection Process, the Prospective Plan Sponsor must adjust its Good-Faith Deposit so that it equals ten percent (10%) of the amounts described above as so modified in no event later than one (1) business day following the conclusion of the Final Selection Process. For the avoidance of doubt, the Initial Plan Sponsor shall not be required to submit a Good-Faith Deposit in connection with the Initial Plan Sponsor Transaction or any update thereto.

7. Conditions to Closing. A Qualified Plan Sponsor Proposal must identify with particularity each condition to closing.
8. Contingencies. No Qualified Plan Sponsor Proposal may be conditioned on (i) obtaining financing, (ii) any internal approval, (iii) the outcome or review of unperformed due diligence, or (iv) regulatory contingencies, except as provided under “Required Approvals.”
9. Proposed Equity Commitment Agreement. Each Qualified Plan Sponsor Proposal must include executed transaction documents (including all exhibits and schedules contemplated thereby (other than exhibits and schedules that by their nature must be (but have not yet been) prepared by the Debtors)), signed by an authorized representative of the Prospective Plan Sponsor, pursuant to which the Prospective Plan Sponsor commits to effectuate a Transaction (a “**Modified Transaction Agreement**”) based on the Plan and the relevant exhibits and schedules thereto (as further supplemented or superseded by the documents included in the Plan Supplement (as defined in the Plan)). Each Modified Transaction Agreement (including all exhibits and schedules) must be accompanied by a redline marked against the Initial Plan Sponsor Agreement (including all exhibits and schedules) to show all changes requested by the Prospective Plan Sponsor (including those related to purchase price).

In addition, a Qualified Plan Sponsor Proposal must be accompanied by a proposed Confirmation Order accompanied by a redline marked to reflect

differences between the form Confirmation Order provided to Prospective Plan Sponsors.⁷

10. Qualified Plan Sponsor Representatives. A Qualified Plan Sponsor must identify representatives that are authorized to appear and act on its behalf in connection with the proposed transaction.
11. Employee and Labor Terms. A Qualified Plan Sponsor Proposal must include a statement on how the Prospective Plan Sponsor intends to treat the employment of any of the Debtors' employees following a closing of the Transaction(s), including with regards to compensation and benefits.
12. Financial Information. A Qualified Plan Sponsor Proposal must include the following:
 - a. written evidence of a firm commitment for financing to consummate the proposed transaction (including to pay any Specified Cash Amount) (including to the extent necessary, through a Modified Outside Date (as defined below)), or other evidence, as reasonably determined by the Debtors in consultation with the Consultation Parties, to allow the Debtors to determine the ability of the Prospective Plan Sponsor to consummate the transaction(s) contemplated by the Modified Transaction Agreement;
 - b. written evidence, as reasonably determined by the Debtors in consultation with the Consultation Parties, to allow the Debtors, to determine that the Prospective Plan Sponsor has, or can obtain, the financial wherewithal, operational capability, and corporate and regulatory authorization to consummate the Transaction(s) (including to pay any Specified Cash Amount) contemplated by the Qualified Plan Sponsor's Modified Transaction Agreement in a timely manner.
13. Representations and Warranties. A Qualified Plan Sponsor Proposal must include the following representations and warranties:
 - a. a statement that the Prospective Plan Sponsor has had an opportunity to conduct any and all due diligence regarding the Debtors prior to submitting its Plan Sponsor Proposal;
 - b. a statement that the Prospective Plan Sponsor has relied solely upon its own independent review, investigation, and/or inspection of any relevant documents and the Debtors in making its Plan Sponsor Proposal and did not rely on any written or oral statements,

⁷ A proposed form of Confirmation Order will be made available to each Diligence Party and shall be subject to prior review and comment by the Consultation Parties.

representations, promises, warranties, or guaranties whatsoever, whether express or implied, by operation of law or otherwise, regarding the Debtors or the completeness of any information provided in connection therewith, except as expressly stated in the representations and warranties contained in the Prospective Plan Sponsor's Modified Transaction Agreement ultimately accepted and executed by the Debtors; and

- c. a statement that the Prospective Plan Sponsor has not engaged in any collusion with respect to the submission of its Plan Sponsor Proposal.
14. Required Approvals. A Qualified Plan Sponsor Proposal must include a statement identifying all required governmental and regulatory approvals and an explanation and/or evidence of the Prospective Plan Sponsor's plan and ability to obtain all governmental and regulatory approvals to operate or own Speedcast from and after the effective date of the plan of reorganization and the proposed timing for the Prospective Plan Sponsor to undertake the actions required to obtain, and in fact to obtain, such approvals. A Prospective Plan Sponsor further agrees that its legal counsel will coordinate in good faith with the Debtors' and Consultation Parties' legal counsel to discuss and explain the Prospective Plan Sponsor's regulatory analysis, strategy, and timeline for securing all such approvals as soon as reasonably practicable, and in no event later than the time period contemplated in the Modified Transaction Agreement.
15. Outside Date. A Qualified Plan Sponsor shall not propose an outside date for consummation later than March 15, 2021 unless such party commits in such Plan Sponsor Proposal to fund, on or prior to March 15, 2021, the repayment in full of all obligations under the DIP Credit Agreement and any additional amounts necessary for the Debtors' operations under chapter 11, chapter 11 costs and other regulatory and administrative costs to be incurred through the proposed closing date of the transaction (the "**Modified Outside Date**"), subject to terms and conditions acceptable to the Debtors (in consultation with the Consultation Parties) (which amounts, for the avoidance of doubt, shall be in addition to the Aggregate Consideration offered by such Qualified Plan Sponsor).
16. Authorization. A Qualified Plan Sponsor must include evidence of corporate authorization and approval from the Prospective Plan Sponsor's investment committee or board of directors (or comparable governing body) with respect to the submission, execution, and delivery of a Plan Sponsor Proposal, participation in the Final Selection Process, and closing of the transactions contemplated by the Prospective Plan Sponsor's Modified Transaction Agreement in accordance with the terms of the Plan Sponsor Proposal and these Plan Sponsor Selection Procedures.

17. Other Requirements. A Qualified Plan Sponsor Proposal shall:
- a. expressly state that the Prospective Plan Sponsor agrees to serve as a back-up plan sponsor (a “**Back-Up Plan Sponsor**”) until the Back-Up Termination Date (as defined below) if its Qualified Plan Sponsor Proposal is selected as the next highest or next best Plan Sponsor Proposal after the Successful Plan Sponsor Proposal (as defined herein);
 - b. state that the Plan Sponsor Proposal is formal, binding, and unconditional (except as set forth in an applicable purchase agreement ultimately executed by the Debtors); is not subject to any further due diligence; and is irrevocable until the 120th day following the Confirmation Hearing (such date, the “**Back-Up Termination Date**”);
 - c. expressly state and acknowledge that the Prospective Plan Sponsor shall not be entitled to any break-up fee, expense reimbursement, or other protections in connection with the submission of a Plan Sponsor Proposal; *provided, however*, that nothing in these Plan Sponsor Selection Procedures shall limit, alter or impair the rights of any party to payment and reimbursement of expenses that are set forth in the DIP Order (as defined in the Plan), and parties entitled to payment or reimbursement of expenses under the DIP Order shall be entitled to payment or reimbursement of expenses incurred in connection with these Plan Sponsor Selection Procedures and the matters contemplated hereby subject to the terms of, including the caps of such fees set forth in, such DIP Order;
 - d. expressly waive any claim or right to assert any substantial contribution administrative expense claim under section 503(b) of the Bankruptcy Code in connection with the submission of a Plan Sponsor Proposal and/or participating in the Plan Sponsor Selection Process;
 - e. not contain any unsatisfied financing contingencies of any kind;
 - f. include a covenant to cooperate with the Debtors to provide pertinent factual information regarding the Prospective Plan Sponsor’s operations (if any) reasonably required to analyze issues arising with respect to any applicable antitrust laws and other applicable regulatory requirements;
 - g. be reasonably likely (based on antitrust or other regulatory issues, experience, and other considerations) to be consummated, if selected as the Successful Plan Sponsor, within a time frame acceptable to the Debtors;

- h. include contact information for the specific person(s) the Debtors should contact in the event they have questions about the Plan Sponsor Proposal; and
- i. include a covenant to comply with the terms of the Plan Sponsor Selection Procedures and the Plan Procedures Order.

D. Qualified Plan Sponsors

A Plan Sponsor Proposal that is determined by the Debtors, after consultation with the Consultation Parties, to meet the requirements set forth in the Section titled “Qualified Plan Sponsor Proposal Requirements” above will be considered a “**Qualified Plan Sponsor Proposal**” and any Prospective Plan Sponsor that submits a Qualified Plan Sponsor Proposal will be considered a “**Qualified Plan Sponsor**.”

The Debtors may, in their sole discretion, but after consultation with the Consultation Parties, amend or waive the conditions precedent to being a Qualified Plan Sponsor at any time, in their reasonable business judgment, in a manner consistent with their fiduciary duties and applicable law (as reasonably determined in good faith by the Debtors in consultation with their outside legal counsel).

For the avoidance of doubt and notwithstanding the foregoing, the Initial Plan Sponsor Transaction shall automatically be deemed a Qualified Plan Sponsor Proposal and the Initial Plan Sponsor shall automatically be deemed a Qualified Plan Sponsor, in each case, without any further action on the part of the Initial Plan Sponsor or the Debtors.

VI. Plan Sponsor Proposal Review Process

The Debtors will evaluate all timely Plan Sponsor Proposals, and may, based upon their evaluation of the content of each Plan Sponsor Proposal, engage in negotiations with Prospective Plan Sponsors that submitted Plan Sponsor Proposals, as the Debtors deem appropriate, in their reasonable business judgment, in consultation with the Consultation Parties, and in a manner consistent with their fiduciary duties and applicable law. In evaluating the Plan Sponsor Proposals, the Debtors may take into consideration, among other factors, the following non-binding factors (the “**Plan Sponsor Proposal Factors**”):

- 1. the amount of the purchase price set forth in the Plan Sponsor Proposal;
- 2. the form of consideration. No preference shall be given between Plan Sponsor Proposals that provide all cash consideration and Plan Sponsor Proposals that include both cash consideration and Non-Cash Consideration;
- 3. the number, type, and nature of any changes to the form Plan Sponsor Agreement, as applicable, requested by each Prospective Plan Sponsor (and the extent to which such modifications are likely to delay closing of the Transaction and the cost to the Debtors of such modifications or delay);

4. the value and net economic benefit to the Debtors' estates (including reduction or forgiveness of debt);
5. the likelihood of the Prospective Plan Sponsor being able to close the proposed transaction (including obtaining any required regulatory approvals) and the timing thereof;
6. the confirmability of the plan proposed in the Modified Transaction Agreement;
7. the proposed governance terms for the board of directors or equivalent governing body of New Speedcast Parent (as defined in the Plan);
8. the transaction structure and execution risk, including conditions to, timing of, and certainty of closing; termination provisions; availability of financing and financial wherewithal to meet all commitments; and required governmental or other approvals; and
9. the impact on employees and employee claims against the Debtors.

The Debtors, in consultation with the Consultation Parties, will make a determination regarding which Plan Sponsor Proposal(s) qualify as a Qualified Plan Sponsor Proposal(s), and will notify Prospective Plan Sponsor(s) whether they have been selected as a Qualified Plan Sponsor by no later than **November 20, 2020, at 12:00 p.m. (prevailing Central Time)** (the "**Qualified Plan Sponsor Notice Date**").

The Debtors, in consultation with the Consultation Parties, reserve the right to work with any Prospective Plan Sponsor in advance of the Qualified Plan Sponsor Notice Date to cure any deficiencies in a Plan Sponsor Proposal that is not initially deemed a Qualified Plan Sponsor Proposal. Without the prior written consent of the Debtors in consultation with the Consultation Parties, a Qualified Plan Sponsor may not modify, amend, or withdraw its Qualified Plan Sponsor Proposal, except for proposed amendments to increase the purchase price or otherwise improve the terms of the Qualified Plan Sponsor Proposal.

The Debtors, in consultation with the Consultation Parties, shall determine the highest or otherwise best Qualified Plan Sponsor Proposal (each, the "**Baseline Plan Sponsor Proposal**" and, such plan sponsor or group of plan sponsors, a "**Baseline Plan Sponsor**") as of the Submission Deadline, which may be the Initial Plan Sponsor Transaction; *provided, however*, the determination of the Baseline Plan Sponsor shall be in the Debtors' reasonable discretion, in consultation with the Consultation Parties, based on the Plan Sponsor Proposal Factors and the Plan Sponsor Proposal with the highest face value will not necessarily be the Baseline Plan Sponsor Proposal. No director, officer, or other insider (as defined in section 101(31) of the Bankruptcy Code) of the Debtors that is a Prospective Plan Sponsor or is participating or investing in a proposed Plan Sponsor Transaction shall participate in the Debtors' evaluation of Plan Sponsor Proposals or Qualified Plan Sponsor Proposals or any other matters described in this Section VI.

The Debtors shall provide copies of each Qualified Plan Sponsor Proposal no later than the Qualified Plan Sponsor Notice Date to the Consultation Parties, the Initial Plan Sponsor and each

other Qualified Plan Sponsor. In addition, if the Debtors determine that a Qualified Plan Sponsor Proposal other than the Initial Plan Sponsor Transaction is the Baseline Plan Sponsor Proposal, the Debtors shall notify the Initial Plan Sponsor and each other Qualified Plan Sponsor of the identity of such Baseline Plan Sponsor no later than the Qualified Plan Sponsor Notice Date.

VII. Plan Sponsor Selection

If two or more Qualified Plan Sponsor Proposals (including the Initial Plan Sponsor Agreement and the Baseline Plan Sponsor Proposal, if different) are received by the Submission Deadline, following consultation with the Consultation Parties, the Debtors shall conduct a final selection process for Plan Sponsor (the “**Final Selection Process**”) at the offices of Weil, Gotshal & Manges, LLP, 767 Fifth Avenue, New York, New York 10153 (with reasonable accommodations requested due to the ongoing pandemic) on **November 23, 2020, at 10:00 a.m. (prevailing Central Time)** (the “**Final Selection Date**”), or at such other date, time and location (including virtual location and with other accommodations necessary to mitigate any COVID-19 related risks or concerns) as the Debtors, as determined in their reasonable business judgment, shall notify all Qualified Plan Sponsors (including the Initial Plan Sponsor and the Baseline Plan Sponsor), and all other parties entitled to attend the Final Selection Process. If held, the proceedings of the Final Selection Process will be transcribed, and, if the Debtors deem appropriate, video recorded.

The Debtors shall have the right to reschedule or extend the Final Selection Date, if in each case, the Debtors determine, in their reasonable business judgment, in consultation with the Consultation Parties, that such action would be in the best interests of their estates. The Debtors shall provide reasonable notice to all Qualified Plan Sponsors of such procedure and ability to participate virtually (and with other accommodations necessary to mitigate any COVID-19 related risks or concerns), as applicable.

The Debtors shall have the right to determine, in their reasonable business judgment, and in consultation with Consultation Parties, which Qualified Plan Sponsor Proposal is the highest or otherwise best Qualified Plan Sponsor Proposal and reject, at any time, any Plan Sponsor Proposal (other than the Initial Plan Sponsor Transaction) that is inconsistent with these Plan Sponsor Selection Procedures.

A. Final Selection Process

1. Successful Plan Sponsor Proposal. On the Final Selection Date, the Debtors shall (i) determine, consistent with these Plan Sponsor Selection Procedures and in consultation with the Consultation Parties, which Qualified Plan Sponsor Proposal constitutes the highest or best Qualified Plan Sponsor Proposal (the “**Successful Plan Sponsor Proposal**”); and (ii) notify all Qualified Plan Sponsors of the identity of the Plan Sponsor that submitted the Successful Plan Sponsor Proposal (the “**Plan Sponsor**”) and the amount of the Aggregate Consideration, Non-Cash Consideration (if any) and other material terms of the Successful Plan Sponsor Proposal.

The Successful Plan Sponsor(s) shall, within 48 hours after being notified that it is the Plan Sponsor, confirm its Successful Plan Sponsor Proposal in accordance with the Phase 3 Diligence provisions herein, and submit to the Debtors fully executed revised documentation memorializing the terms of the Successful Plan Sponsor Proposal. A Successful Plan Sponsor Proposal may not be assigned to any party without the consent of the Debtors, in consultation with the Consultation Parties.

2. Back-Up Plan Sponsor Proposal. On the Final Selection Date, the Debtors shall (i) determine, consistent with these Plan Sponsor Selection Procedures and in consultation with the Consultation Parties, which Qualified Plan Sponsor Proposal is the next highest or next best Qualified Plan Sponsor Proposal after any Successful Plan Sponsor Proposal (the “**Back-Up Plan Sponsor Proposal**”); and (ii) notify all Qualified Plan Sponsors of the identity of the Back-Up Plan Sponsor and the amount of the Aggregate Consideration, Non-Cash Consideration (if any) and other material terms of the Back-Up Plan Sponsor Proposal. The Back-Up Plan Sponsor Proposal shall remain open and irrevocable until the Back-Up Termination Date.

If the Transaction(s) with a Plan Sponsor is terminated, the Back-Up Plan Sponsor shall, upon such termination, automatically be deemed the new Plan Sponsor and shall be obligated to consummate the Back-Up Plan Sponsor Proposal as if it were the Successful Plan Sponsor; *provided*, that the Initial Plan Sponsor shall not be so obligated to act as the Back-Up Plan Sponsor with respect to the Initial Plan Sponsor Transaction, but shall be afforded the opportunity to elect, within 5 Business Days of notice of such termination delivered to it by the Debtors, to opt to act in such capacity; *provided, however*, that any subsequent Plan Sponsor Proposal proposed by the Initial Plan Sponsor to the Debtors in connection with the Final Selection Process may be identified as the Back-Up Plan Sponsor Proposal by the Debtors in accordance with the terms hereof and shall remain open and irrevocable until the Back-Up Termination Date.

The Debtors shall use commercially reasonable efforts to, by **November 25, 2020 at 4:00 p.m. (prevailing Central Time)** (the “**Plan Sponsor Selection Date**”), file with the Bankruptcy Court, serve on the Transaction Notice Parties, and cause to be published on the Debtors’ claims and noticing agent’s website a notice, which shall identify the Plan Sponsor and Back-Up Plan Sponsor, if any.

If the Successful Plan Sponsor Proposal is not the Initial Plan Sponsor Transaction, then for purposes of the Plan, the Allowed SFA Secured Claim Amount (as defined in the Plan) shall be deemed to be an amount equal to (A) the Aggregate Consideration offered in such Successful Plan Sponsor Proposal, *minus* (B) the Required Base Cash Amount. Promptly following the Plan Sponsor Selection Date, the Debtors shall file a supplement to the Plan identifying the updated Allowed SFA Secured Claim Amount (as defined in the Plan) and the amount of the Non-Cash Consideration (if any) in each case as determined pursuant to this Plan Sponsor Selection Process.

The Debtors in the exercise of their fiduciary duties and for the purpose of maximizing value for their estates from the Plan Sponsor Selection Process, may modify the Plan Sponsor Selection Procedures and implement additional procedural rules for determining the Successful Plan Sponsor, in each case in consultation with the Consultation Parties.

Except as set forth in the Plan Sponsor Agreement, the Debtors specifically reserve the right to seek all available damages, excluding any special, indirect, consequential, or punitive damages, but including, without limitation, forfeiture of the Good-Faith Deposit or specific performance, from any defaulting Plan Sponsor (including any Back-Up Plan Sponsor designated as a Plan Sponsor) in accordance with the terms of the Plan Sponsor Selection Procedures.

VIII. Disposition of Good-Faith Deposits

A. Prospective Plan Sponsors

Within five (5) business days after the Qualified Plan Sponsor Notice Date, the Debtors shall return to each Prospective Plan Sponsor that was determined by the Debtors not to be a Qualified Plan Sponsor, such Prospective Plan Sponsor's Good-Faith Deposit (without any interest accrued thereon). Upon the authorized return of such Prospective Plan Sponsor's Good-Faith Deposit, the Plan Sponsor Proposal of such Prospective Plan Sponsor shall be deemed revoked and no longer enforceable.

B. Qualified Plan Sponsors

1. Forfeiture of Good-Faith Deposit. The Good-Faith Deposit of a Qualified Plan Sponsor will be forfeited to the Debtors if (i) the Qualified Plan Sponsor attempts to modify, amend, or withdraw its Qualified Plan Sponsor Proposal, except with the prior written consent of the Debtors, in consultation with the Consultation Parties, or as otherwise permitted by these Plan Sponsor Selection Procedures; or (ii) the Qualified Plan Sponsor is selected as the Plan Sponsor and fails to enter into the required definitive documentation or to consummate a Transaction(s), in each case in accordance with and by the deadlines set forth in these Plan Sponsor Selection Procedures and the terms of the applicable transaction documents with respect to the Successful Plan Sponsor Proposal. The Debtors shall release the Good-Faith Deposit by wire transfer of immediately available funds to an account designated by the Debtors two (2) business days after the execution by an authorized officer of the Debtors of a written notice stating that the applicable Good-Faith Deposit shall be forfeited in accordance with this section (b)(1).
2. Return of Good-Faith Deposit. With the exception of the Good-Faith Deposits of the Plan Sponsor and Back-Up Plan Sponsor, the Debtors shall return to each other Qualified Plan Sponsor any Good-Faith Deposit (without any interest accrued thereon) made by such Qualified Plan Sponsor within five (5) business days after the Plan Sponsor Selection Date.

3. Back-Up Plan Sponsor. The Debtors shall return the Back-Up Plan Sponsor's Good-Faith Deposit (without any interest accrued thereon), within five (5) business days after the occurrence of the Back-Up Termination Date.
4. Plan Sponsor. The Good-Faith Deposit of the Plan Sponsor (if any) shall be applied against the purchase price of the Successful Plan Sponsor Proposal on the effective date of the plan of reorganization.

IX. Confirmation Hearing

At a hearing before the Bankruptcy Court (the "**Confirmation Hearing**"), the Debtors will seek an order confirming the chapter 11 plan contemplated by such Successful Plan Sponsor Proposal (a "**Confirmation Order**").

The Debtors may, in their reasonable business judgment, after consulting with the Successful Plan Sponsor and the Consultation Parties, adjourn or reschedule any Confirmation Hearing, including by (i) an announcement of such adjournment at the applicable Confirmation Hearing, or (ii) the filing of a notice of adjournment with the Bankruptcy Court prior to the commencement of the applicable Confirmation Hearing.

Any objections to (i) the conduct of the Plan Sponsor Selection Process; (ii) the confirmation of a chapter 11 plan implementing the Initial Plan Sponsor Transaction or the Plan Sponsor Proposal proposed by any other Qualified Plan Sponsor, and/or (iii) entry of the Confirmation Order (any objection of the nature described in the preceding clauses (i) through (iii), an "**Objection**") (a) be in writing; (b) comply with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the Procedures for Complex Chapter 11 Cases in the Southern District of Texas (the "**Complex Case Procedures**"); (c) state, with specificity, the legal and factual bases thereof; (d) include any appropriate documentation in support thereof; and (e) be filed with the Bankruptcy Court and served on the Objection Recipients by the applicable objection deadline, as provided herein and in accordance with the Plan Procedures Order.

All Objections not otherwise resolved by the parties shall be heard at the Confirmation Hearing. Any party that fails to file with the Bankruptcy Court and serve on the Objection Recipients an Objection by the applicable objection deadline set forth herein or in the Plan Procedures Order may be forever barred from asserting, at the Confirmation Hearing or thereafter, any objection to the relief requested in the Motion, or to the consummation and performance of the Transaction(s) contemplated by the agreement with a Successful Plan Sponsor, including the confirmation of a chapter 11 plan implementing a Transaction.

X. Consent to Jurisdiction and Authority as Condition to Submission of a Plan Sponsor Proposal

All Prospective Plan Sponsors shall be deemed to have (i) consented to the jurisdiction of the Bankruptcy Court to enter any order or orders, which shall be binding in all respects, in any way related to these Plan Sponsor Selection Procedures, or the construction or enforcement of any agreement or any other document relating to a Transaction(s); (ii) waived any right to a jury trial in connection with any disputes relating to these Plan Sponsor Selection Procedures, or the

construction or enforcement of any agreement or any other document relating to a Transaction(s); and (iii) consented to the entry of a final order or judgment in any way related to these Plan Sponsor Selection Procedures, or the construction or enforcement of any agreement or any other document relating to a Transaction(s) if it is determined that the Bankruptcy Court would lack Article III jurisdiction to enter such a final order or judgment absent the consent of the parties.

XI. Reservation of Rights

Except as otherwise provided in the Plan, the Plan Sponsor Agreement, these Plan Sponsor Selection Procedures, or the Plan Procedures Order, the Debtors further reserve the right, in their reasonable business judgment and in consultation with the Consultation Parties, to: (i) determine which Prospective Plan Sponsors are Qualified Plan Sponsors; (ii) determine which Plan Sponsor Proposals are Qualified Plan Sponsor Proposals; (iii) determine which Qualified Plan Sponsor Proposal is the highest or otherwise best Plan Sponsor Proposal and which is the next highest or otherwise best Plan Sponsor Proposal; (iv) reject at any time prior to entry of the Confirmation Order any Plan Sponsor Proposal (other than the Initial Plan Sponsor Transaction) that is (a) inadequate or insufficient, (b) not in conformity with the requirements of these Plan Sponsor Selection Procedures or the requirements of the Bankruptcy Code or (c) contrary to the best interests of the Debtors and their estates; (v) waive terms and conditions set forth herein with respect to all Prospective Plan Sponsors; (vi) impose additional terms and conditions with respect to all Prospective Plan Sponsors, *provided* that the impact on each Prospective Plan Sponsor is proportional and not material or adverse to any Prospective Plan Sponsor; (vii) extend the deadlines set forth herein; (viii) continue or cancel the Confirmation Hearing in open court, or by filing a notice on the docket of the Debtors' chapter 11 cases, without further notice; (ix) include any other party as an attendee at the Final Selection Process; and (x) modify the Plan Sponsor Selection Procedures and implement additional procedural rules for conducting the Final Selection Process, *provided* that such rules are not inconsistent in any material respect with the Bankruptcy Code, the Plan Procedures Order, or any other order of the Bankruptcy Court and do not materially and adversely impact any Prospective Plan Sponsor or Qualified Plan Sponsor disproportionately. **Nothing herein shall obligate the Debtors to consummate or pursue any transaction with a Qualified Plan Sponsor.**

Exhibit I

Creditors' Committee Recommendation Letter

(Docket No. 856)

**LETTER OF THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS
RECOMMENDING THAT UNSECURED CREDITORS VOTE TO ACCEPT
THE PROPOSED PLAN OF SPEEDCAST INTERNATIONAL LIMITED
Case No. 20-32243 (MI)**

To: Holders of Class 4A and Class 4B Claims (collectively, the “Voting Creditors”):

The Official Committee of Unsecured Creditors (the “Creditors’ Committee”) was appointed by the Office of the United States Trustee to serve as the fiduciary body representing the collective interests of unsecured creditors in the chapter 11 cases of Speedcast International Limited and its affiliated debtors and debtors in possession (collectively, the “Debtors”). The purpose of this letter is to advise you that the Creditors’ Committee recommends that the Voting Creditors vote to ACCEPT the Plan.

Background

On October 10, 2020 the Debtors filed the *Disclosure Statement for Joint Chapter 11 Plan of Speedcast International Limited and its Debtor Affiliates* [Docket No. 810] (the “Disclosure Statement”). The Creditors’ Committee submits this recommendation letter regarding the Debtors’ chapter 11 plan (the “Plan”).¹

Pursuant to the Plan, if you are an unsecured “crucial” trade claim creditor with an Allowed Unsecured Trade Claim² against the Debtors, then your claim is classified and treated in Class 4A.³ Each holder of an Allowed Unsecured Trade Claim shall receive its Pro Rata share of the Trade Claim Cash Amount, which is defined in the Plan as an amount equal to \$25,000,000. The precise amount allocable to each holder of an Allowed Class 4A Claim will depend on a number of factors, including the number of allowed claims included in that Class.

Pursuant to the Plan, if you are an unsecured creditor with an Allowed Other Unsecured Claim,⁴ then your claim is classified and treated in Class 4B. Each holder of an Allowed Other Unsecured Claim shall receive its Pro Rata share of the Litigation Trust Distributable Proceeds from the Litigation Trust. The Litigation Trust will be funded with \$2.5 million and certain of the Debtors’ causes of action, as described in the Disclosure Statement. The precise amount of distributable proceeds to holders of Class 4B Claims will depend on a number of factors, including the number of Allowed Class 4B Claims and the amount of proceeds generated from Litigation Trust Causes of Action. Neither the Debtors nor the Committee has concluded an

¹ Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Disclosure Statement or Plan.

² An “Unsecured Trade Claim” under the Plan means any allowed unsecured trade vendor claims against the Debtors held by trade vendors crucial to the Debtors’ businesses, as determined by the Debtors pursuant to the methodology described in the Disclosure Statement.

³ Each unsecured creditor will receive a ballot to vote on the Plan that designates such creditor as either a Class 4A or Class 4B claimant.

⁴ An “Other Unsecured Claim” under the Plan means any Claim against the Debtors (other than an Intercompany Claim) that is (i) not an Administrative Expense Claim, Fee Claim, Priority Tax Claim, Other Priority Claim, Other Secured Claim, DIP Claim, Syndicated Facility Secured Claim, or Unsecured Trade Claim, or (ii) otherwise determined by the Bankruptcy Court to be an Other Unsecured Claim.

investigation to estimate the value of any and all such causes of action. Therefore, the potential recovery, if any, to Class 4B Claims is unknown.

Class 4A Claims and Class 4B Claims are treated separately under the Plan, as described above. Holders of Class 4B Claims are not eligible to receive distributions from the Trade Claim Cash Amount and Class 4A Claims are not entitled to share in the Litigation Trust Distributable Proceeds. More information about distributions to Claims in Class 4A and Claims in Class 4B is set forth in the Disclosure Statement.

Recommendation

The Plan, Disclosure Statement, and related procedures are the result of extensive good faith negotiations, including through a court-ordered mediation with Chief Judge David R. Jones of the United States Bankruptcy Court for the Southern District of Texas, among the Debtors and a number of their key economic stakeholders, including the Creditors' Committee. The Creditors' Committee believes that the agreements embodied in the Plan, and the respective recoveries provided to the holders of Class 4A and Class 4B Claims under the Plan, represent a fair and reasonable resolution of the interests and rights of the Debtors' creditors.

The Creditors' Committee therefore supports the Plan and believes that the Plan is in the best interests of the Voting Creditors as a whole under the circumstances. The Creditors' Committee recommends that Voting Creditors vote to ACCEPT the plan.

The Creditors' Committee recommends that, prior to voting on the Plan, each unsecured creditor carefully review the materials provided to them, including without limitation, the Disclosure Statement and the Plan, with such materials being available: (a) for free from KCC by visiting <http://www.kccllc.net/Speedcast> and/or calling KCC at (877) 709-4758 (U.S./Canada) or (424) 236-7236 (International); or (b) for a fee via PACER at <https://www.tx.uscourts.gov/page/bankruptcy-court>.

Please note that, although the Creditors' Committee, by this letter, expresses support regarding the Plan, this letter does not necessarily reflect the views of any of the individual members of the Creditors' Committee, each of which reserves any and all of its rights.

If you have any questions with respect to the Plan, the proposed treatment of your claims or the information contained in this letter, please contact Hogan Lovells US LLP (Attn: David Simonds (david.simonds@hoganlovells.com); Ronald Silverman (ronald.silverman@hoganlovells.com), and John Beck (john.beck@hoganlovells.com)).

Very truly yours,

The Official Committee of Unsecured Creditors
of Speedcast International Limited, *et al.*

YOU ARE URGED TO CAREFULLY READ THE PLAN AND DISCLOSURE STATEMENT AND THE EXHIBITS ATTACHED THERETO IN THEIR ENTIRETY. THE DESCRIPTION OF THE PLAN AND DISCLOSURE STATEMENT IN THIS LETTER IS INTENDED TO BE ONLY A SUMMARY OF CERTAIN SELECTED PROVISIONS PREPARED BY THE CREDITORS' COMMITTEE.

THIS LETTER MAY NOT BE RELIED UPON FOR ANY PURPOSE OTHER THAN HOW TO VOTE ON THE PLAN AND DISCLOSURE STATEMENT AND THE INFORMATION CANNOT BE RELIED UPON FOR ANY OTHER PURPOSE.

THERE IS ALWAYS A RISK THAT FURTHER LITIGATION AND/OR A LATER SETTLEMENT COULD RESULT IN HIGHER OR LOWER RECOVERIES FOR HOLDERS OF UNSECURED CLAIMS THAN THE PLAN AND DISCLOSURE STATEMENT. THE CREDITORS' COMMITTEE DOES NOT GUARANTEE ANY PARTICULAR RESULT IN THE DEBTORS' CHAPTER 11 CASES.

ALTHOUGH THE BANKRUPTCY COURT HAS AUTHORIZED THE DEBTORS TO INCLUDE THIS RECOMMENDATION LETTER AS PART OF THE SOLICITATION PACKAGE, SUCH AUTHORIZATION DOES NOT CONSTITUTE AN ENDORSEMENT BY THE BANKRUPTCY COURT OF THE MERITS OF THE PLAN AND DISCLOSURE STATEMENT OR THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED HEREIN.

THIS COMMUNICATION DOES NOT CONSTITUTE, AND SHALL NOT BE CONSTRUED AS, A SOLICITATION BY ANY INDIVIDUAL MEMBER OF THE CREDITORS' COMMITTEE OR ANY OF ITS REPRESENTATIVES.

THE COMMITTEE RESERVES THE RIGHT TO CHANGE ITS POSITION AND RECOMMENDATION THAT VOTING CREDITORS VOTE TO ACCEPT THE PLAN, OR FILE ANY OBJECTION, RESPONSE OR OTHER PLEADING IN REGARD TO THE PLAN, THE DISCLOSURE STATEMENT OR ANY OTHER MATTER IN THE DEBTORS' CHAPTER 11 CASES, TO THE EXTENT THAT SUBSEQUENT DEVELOPMENTS SO WARRANT, AS DETERMINED BY THE COMMITTEE, OR OTHERWISE.

Exhibit J

Schedule of Class 4A Unsecured Trade Creditors

	<u>Class 4A Unsecured Trade Creditors</u>
1	Airbus Defence And Space Limited
2	APT Satellite Company Limited
3	Asia Satellite Telecommunications Company Limited
4	Azyan Telecommunications LLC
5	Thrane And Thrane A/S and its affiliates or subsidiaries
6	Comsat, Inc. and its affiliates or subsidiaries
7	Comtech Telecommunications Corp. and its affiliates or subsidiaries
8	Deloitte Touche Tohmatsu Limited and its affiliates or subsidiaries
9	Detecon Al Saudia Co. Ltd.
10	Echostar Corp. and its affiliates or subsidiaries
11	Eutelsat S.A. and its affiliates or subsidiaries
12	Globalstar, Inc. and its affiliates or subsidiaries
13	Intellian Technologies, Inc. and its affiliates or subsidiaries
14	Intelsat US LLC and its affiliates or subsidiaries
15	Iridium Satellite LLC
16	Level 3 Communications and its affiliates or subsidiaries
17	Marlink and its affiliates or subsidiaries
18	McKinsey & Company Inc. and its affiliates or subsidiaries
19	Measat International (South Asia) Ltd
20	Network Innovations Inc. and its affiliates or subsidiaries
21	PricewaterhouseCoopers LLP and its affiliates or subsidiaries
22	Sematron UK Ltd
23	SES S.A. and its affiliates or subsidiaries
24	Sky Perfect JSAT Corp.
25	ST Engineering iDirect (Europe) NV
26	ST Engineering iDirect, Inc. dba iDirect
27	Tampnet Group and its affiliates or subsidiaries
28	Tata Communications and its affiliates or subsidiaries
29	Tatanet Services Limited
30	Telenor Satellite AS and its affiliates or subsidiaries
31	Telesat and its affiliates or subsidiaries
32	Telespazio SPA
33	Thuraya Telecommunications Company (PJSC)
34	Vocus Pty Ltd.
35	Vodafone Fiji Ltd.
36	Xiplink Inc.
37	Zayo Group Holdings, Inc. and its affiliates or subsidiaries

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

In re:

SPEEDCAST INTERNATIONAL
LIMITED, *et al.*,

Debtors.¹

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§
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§
§

Chapter 11

Case No. 20-32243 (MI)

(Jointly Administered)

**EMERGENCY MOTION FOR ORDER (I) AUTHORIZING DEBTORS TO PAY
EXPENSE REIMBURSEMENT UNDER EQUITY COMMITMENT AGREEMENT,
(II) GRANTING RELIEF FROM FINAL DIP ORDER IN CONNECTION THEREWITH,
AND (III) GRANTING RELATED RELIEF**

EMERGENCY RELIEF HAS BEEN REQUESTED. A VIDEO/TELEPHONIC HEARING WILL BE CONDUCTED ON THIS MATTER ON AUGUST 17, 2020 AT 11 A.M. (PREVAILING CENTRAL TIME). PARTIES WISHING TO PARTICIPATE TELEPHONICALLY MUST DIAL IN USING THE COURT'S TELECONFERENCE SYSTEM AT 832-917-1510 AND ENTERING CONFERENCE CODE 954554. PARTIES WHO ALSO WISH TO PARTICIPATE BY VIDEOCONFERENCE MAY DO SO BY USE OF AN INTERNET CONNECTION, USING THE WEBSITE [GOTOMEET.ME/JUDGEISGUR](https://gotomeet.me/judgeisgur) OR THE FREE GOTOMEETING APPLICATION, SELECTING "JOIN MY MEETING," AND ENTERING MEETING CODE "JudgeIsGur."

IF YOU OBJECT TO THE RELIEF REQUESTED OR YOU BELIEVE THAT EMERGENCY CONSIDERATION IS NOT WARRANTED, YOU MUST EITHER APPEAR AT THE HEARING OR FILE A WRITTEN RESPONSE PRIOR TO THE HEARING. OTHERWISE, THE COURT MAY TREAT THE PLEADING AS UNOPPOSED AND GRANT THE RELIEF REQUESTED. RELIEF IS REQUESTED NOT LATER THAN AUGUST 17, 2020.

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

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SpeedCast International Limited and its debtor affiliates in the above-captioned chapter 11 cases, as debtors and debtors in possession (collectively, “**Speedcast**,” the “**Company**,” or the “**Debtors**”), respectfully state the matters set forth below in support of this emergency motion (the “**Motion**”).²

Preliminary Statement

1. Speedcast has secured a \$395 million equity commitment from Centerbridge Partners, L.P., one of its largest lenders, and the support of its Official Committee of Unsecured Creditors, to pursue a path toward a value-maximizing plan of reorganization and a rapid exit from chapter 11. This critical step for Speedcast supports the implementation of its transformation and recapitalization plan – leading to the growth and renewal of a business that has been hard hit by the global pandemic.

2. The Debtors are seeking, through this Motion, authorization to pay certain expense reimbursement obligations under the Equity Commitment Agreement among the Debtors, Centerbridge, and other parties that may join from time to time (the “**Equity Commitment Agreement**” or “**ECA**”), attached to this Motion as **Exhibit A**, and certain relief from the Final DIP Order (as defined below). The ECA contemplates a plan of reorganization (the “**Pro-Rata Plan**”), the term sheet for which is annexed to the ECA as **Exhibit A**. The terms of the Equity Commitment Agreement provide the opportunity for all of the Company’s prepetition secured lenders under the Credit Agreement (as defined in the Healy Declaration) (the “**Prepetition Lenders**”) to participate in the ownership of reorganized Speedcast on a pro-rata basis to the proportion of their ownership of the Company’s prepetition debt held as of August 11, 2020. In addition, the Pro-Rata Plan provides for the repayment of the Debtors’ DIP

² Terms used but not defined herein shall have the meaning given to them in the *Declaration of Michael Healy in Support of Debtors’ Chapter 11 Petitions and First Day Relief* (Docket No. 16) (the “**Healy Declaration**”).

Facility (as defined in the DIP Credit Agreement³) in full, in cash, a \$39.5 million recovery to Prepetition Lenders, and a meaningful recovery to trade creditors who are critical to the Company's operations.

Background

3. Speedcast's leadership team and Special Restructuring Committee have been, and continue to be, focused on maximizing value for all of Speedcast's stakeholders. The ECA and the Pro-Rata Plan provide the necessary support and funding to allow Speedcast to meet its acute needs and implement the operational reforms embodied in the transformation plan it has developed. A rapid exit from chapter 11 is critical to Speedcast's success, and is therefore in the best interests of all of Speedcast's stakeholders. This Motion is the first step on that path.

4. Speedcast filed its chapter 11 cases less than four months ago. Since then, the Company's management team has held together its global workforce, without the benefit of key employee retention or incentive plans, and provided stability to critical customers and vendors, including by securing a new material contract with Intelsat US LLC ("Intelsat"). Collectively, Speedcast's leadership team and the Company's approximately 1,000 employees are managing through the direst circumstances. Speedcast employees are working from home (across the world) and are unsure whether Speedcast will survive chapter 11 proceedings in the United States. In addition, given that the global pandemic has severely impacted over 60% of the Company's customer base, the Company's customers and vendors want stability and certainty from a key supplier.

³ The Senior Secured Superpriority Debtor-in-Possession Term Loan Credit Agreement (as amended, supplemented, or otherwise modified from time to time, the "DIP Credit Agreement").

5. Speedcast is a critical communications company. Speedcast's customers—including cruise ship crews and passengers in the middle of an ocean seeking a port to disembark on or offshore oil-rig workers—depend on Speedcast for their communications. Without Speedcast, in many cases, they cannot communicate with the outside world. Speedcast must maintain stability, and it must reorganize quickly in order to maintain its operations and crucial role in global communications.

6. In the midst of this crisis, the Company and its advisors have toiled night and day to stabilize the global business. In the meantime, Speedcast's debt has rapidly traded. By all accounts, since the Petition Date (defined below), it appears that the majority of Speedcast's DIP loan and prepetition loan are now controlled in large part by two large financial institutions, Black Diamond Capital Management and Centerbridge.

Plan Negotiations

7. At the outset of these chapter 11 cases, the Company agreed to advise its Lenders (as defined below) whether a plan of reorganization or a sale under section 363 of the Bankruptcy Code (as defined below) was the optimal path for maximizing value. The Company delivered this analysis on April 30th. The analysis concluded that a plan of reorganization would be far more effective than a 363 sale in terms of maximizing value for all creditors for various reasons, including lower transaction and wind-down costs and a lower impact on the Company's tax attributes.

8. Following the delivery of this analysis, the Company's Lenders were required under the DIP Credit Agreement to elect whether the Company should pursue a plan of reorganization or a 363 sale by May 7th, and an Acceptable Plan (as defined in the DIP Credit Agreement) was to be filed on May 21st. But to be an Acceptable Plan, the majority of the Company's DIP Lenders (as defined below), Initial Commitment Lenders (as defined in the DIP

Credit Agreement), and Prepetition Lenders, were required to approve the terms of that plan. Since that date, the Company's Lenders have not been able to agree amongst themselves as to the terms of such an Acceptable Plan, and the milestone to file an Acceptable Plan was repeatedly extended. Such milestone is currently set to expire August 19, 2020.

9. Over this period, the Company communicated to its Lenders that time was of the essence, and that the Company had a limited liquidity runway. In response, in early August, a group of holders that hold a majority of the Company's DIP loans and a slim majority of its prepetition loans provided a commitment letter for further financing. In the Company's judgment, this proposal included features coercive to other Lenders and the Company, and would have required the Company to pursue a costly and time-intensive 363 sale without any certainty as to the outcome.

10. In the interim, the Company received a proposal to pursue the ECA and Pro-Rata Plan from Centerbridge and the Creditors' Committee (as defined below). The ECA and Pro-Rata Plan provide Speedcast with what it needs at its most critical juncture: a clear path to exit chapter 11 through a plan that secures Speedcast's future as a going concern. The Pro-Rata Plan maximizes value for all creditors, treats all creditors fairly, provides a path to a rapid exit from chapter 11 for the Company, and is supported by key constituents including significant Lenders and the Creditors' Committee. Notably, the Pro-Rata Plan provides an opportunity for all Prepetition Lenders, including those in the group described above, to become parties to the Equity Commitment Agreement on identical terms as Centerbridge on a pro rata basis, including as to fees and ownership shares. Further, the Pro-Rata Plan includes a "fiduciary-out" exercisable by Speedcast, and no "break fee" that would be payable if the Company were to exercise this right in its business judgment. The Pro-Rata Plan is the only currently viable path for Speedcast to emerge

from chapter 11, and Speedcast is looking forward to exiting chapter 11 with its new partners and a stronger business and balance sheet.

Case Background

11. On April 23, 2020 (the “**Petition Date**”), the Debtors each commenced with this Court a voluntary case under chapter 11 of the Bankruptcy Code. The Debtors continue to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

12. The Debtors’ chapter 11 cases are being jointly administered for procedural purposes only pursuant to Bankruptcy Rule 1015(b) and Local Rule 1015-1.

13. Speedcast is the largest provider of remote and offshore satellite communications and information technology services in the world. Speedcast’s fully-managed service is delivered to more than 2,000 customers in 140 countries via a leading global, multi-access technology, multi-band and multi-orbit network of 80+ satellites and an interconnecting global terrestrial network, bolstered by on-the-ground local support from 40+ countries. Speedcast services customers in sectors such as Commercial Maritime, Cruise, Energy, Mining, Government, NGOs, Enterprise, and Media.

14. On May 6, 2020, the United States Trustee for Region 7 (the “**U.S. Trustee**”) appointed an official committee of unsecured creditors (as reconstituted on May 12, 2020, the “**Creditors’ Committee**”) in these chapter 11 cases. No trustee or examiner has been appointed in these chapter 11 cases.

Jurisdiction

15. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

Relief Requested

16. Pursuant to sections 363(b), 364, 503(b), and 105(a) of title 11 of the United States Code (the “**Bankruptcy Code**”), and Rules 2002, 6004, and 9024 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and Rule 2002-1 of the Bankruptcy Local Rules for the United States Bankruptcy Court for the Southern District of Texas (the “**Local Rules**”), the Debtors request the Court enter an order (a) authorizing the Debtors to pay certain expense reimbursement obligations under the ECA among the Debtors, Centerbridge Partners, L.P. and its affiliates (collectively “**Centerbridge**”), and other parties that may join from time to time, and (b) granting certain relief from the *Final Order (I) Authorizing Debtors to (A) Obtain Postpetition Financing and (B) Use Cash Collateral, (II) Granting Liens and Providing Claims with Superpriority Administrative Expense Status, (III) Granting Adequate Protection to the Prepetition Secured Parties, (IV) Modifying the Automatic Stay, and (V) Granting Related Relief* [Docket No. 239] (the “**Final DIP Order**”) in connection with the same.⁴

17. A proposed form of order granting the relief requested in this Motion is attached as **Exhibit B** (the “**Proposed Order**”).

Relevant Background

A. Developments since the Petition Date

18. The DIP Credit Agreement and Final DIP Order include certain milestones and covenants through which the lenders under the DIP Credit Agreement (the “**DIP Lenders**”) and the Prepetition Lenders (together with the DIP Lenders, the “**Lenders**”) imposed a timeline that was designed, initially, to ensure a swift exit from these chapter 11 cases. As set forth in the

⁴ In light of Rule 45(c) of the *Procedures for Complex Cases in the Southern District of Texas*, the Debtors are not seeking approval to enter into the ECA, but are seeking to pay the Expense Reimbursement (as defined below) thereunder and pursue the Pro-Rata Plan contemplated thereby. The Debtors intend to seek approval of the terms of the Pro-Rata Plan in accordance with the solicitation and confirmation standards of the Bankruptcy Code.

definition of “Plan Election” in Section 1.01 of the DIP Credit Agreement, within 14 days of the Petition Date, the Lenders were obligated to decide whether a restructuring would be implemented through a chapter 11 plan or a Section 363 sale process. Whichever path was chosen, pursuant to the definition of “Approved Restructuring” in Section 1.01 of the DIP Credit Agreement, the transaction would have to be acceptable to certain Lenders in their sole discretion. On or about May 7, 2020, the Lenders elected the chapter 11 plan path, and the Debtors had until May 21st to file an Approved Plan.

19. The Debtors began preparing plan and solicitation materials. However, progress slowed when the Lenders informed the Debtors they could not reach agreement amongst themselves on an Approved Restructuring or Approved Plan. On July 15, 2020, the parties entered into an amendment to the DIP Credit Agreement, which pushed the plan filing milestone to July 17, 2020, which milestone was further extended by the DIP Lenders on July 20, 2020 to July 22, 2020, on July 22, 2020 to July 29, 2020, on July 29, 2020 to August 5, 2020, on August 5, 2020 to August 12, 2020, and on August 11, 2020 to August 19, 2020—all with no Approved Restructuring (either plan or 363 sale) proposal in sight.

20. Despite the Lenders’ plan election, certain Lenders requested that the Debtors explore a potential 363 sale process (the “**363 Sale**”). Following an evaluation of a number of factors including the Debtors’ contracts, licenses, taxes, additional professional expenses, and the toll on the Debtors’ employees of the 363 Sale, the Debtors indicated to the Lenders that the proposed 363 Sale would come with substantially increased costs, and result in substantially less value for all creditors than a plan-based restructuring path, and would put a severe strain on the Company’s business, especially its government business, the Company’s employees, and available resources. Nevertheless, the Debtors engaged, and continue to engage, in good faith discussions and diligence with respect to a possible 363 Sale, including with respect to the

willingness of certain of the Lenders to fund the incremental costs of such process, the terms on which such funding would be provided, and the terms on which they would bid. Although the Debtors continued to be responsive to the Lenders' requests for information, these negotiations have yet to yield terms acceptable to the Debtors.

21. In the midst of 363 Sale diligence and incremental financing negotiations with one set of Lenders, the Debtors received the ECA and Pro-Rata Plan proposal from Centerbridge and the Creditors' Committee. After extensive analysis, the Debtors have concluded that this proposal presents an executable transaction that maximizes value for creditors. The Debtors have also received from Centerbridge an upsized DIP financing commitment, which they can use if needed, with terms acceptable to the Debtors and which are generally more favorable to the Debtors than the terms of the existing DIP Facility. This DIP financing commitment, if utilized, would allow the current DIP financing to be taken out in full, and would provide incremental funding to the Company if necessary to complete its proposed plan process. The ECA and the Pro-Rata Plan present the only currently available path that would permit the Debtors to exit chapter 11.

B. Equity Commitment and Pro-Rata Plan

22. On August 5, 2020, after further discussions between the parties and negotiation of the terms of the proposed transaction, Centerbridge delivered to the Debtors an executed commitment letter, attached to which were term sheets for an equity commitment and a proposed plan of reorganization. The ECA, attached as Exhibit A to this Motion, and the term sheet for the Pro-Rata Plan (annexed to the ECA as Exhibit A, the "**Plan Term Sheet**"), are the product of arms'-length negotiations among the Debtors, Centerbridge, and the Creditors' Committee that have taken place since receipt of the initial term sheets. The proposed terms set forth in the ECA and Plan Term Sheet are supported by the Creditors' Committee. As noted above,

the ECA and the Plan Term Sheet provide for a sizeable new equity investment in the Debtors and contemplate the following (among other things):

- A \$395 million equity investment (including an up to \$30 million management co-investment opportunity) (the “**Equity Commitment**”) for 100% pro forma equity of the reorganized Company or their successor (subject to dilution solely by a management incentive plan and the Commitment Fee (as defined below));
- Any Prepetition Lender that is an Eligible Holder (as defined in the ECA) of Prepetition SFA Secured Claims may commit to purchase its pro rata share of the Equity Commitment, if such Prepetition Lender delivers a joinder to the ECA prior to August 21, 2020;
- Repayment of the DIP Facility in full, in cash;
- Distribution of \$39.5 million in cash to the Prepetition Lenders on a pro rata basis in respect of their prepetition secured claims (provided that a Commitment Party may elect to receive such amounts due to it in respect of their prepetition secured claims in the form of Direct Investment Shares at the same per share price as the Direct Investment in lieu of cash);
- Distribution of \$25 million in cash and interests to a litigation trust for the Debtors’ trade creditors; and
- Distribution of interests in a litigation trust to the Debtors’ other unsecured creditors, including in respect of the Prepetition Lenders’ unsecured deficiency claim.

23. The Commitment Parties (as defined in the ECA) will be entitled to payment of all (a) out-of-pocket expenses (other than fees of counsel except as set forth in clause (b)) reasonably incurred by the Commitment Parties or their affiliates whether prior to or after the date of the ECA, and (b) reasonable and documented fees and expenses of (A) Wachtell, Lipton, Rosen & Katz, Vinson & Elkins LLP, and MinterEllison and (B) any other local legal counsel or regulatory counsel or other advisors in any foreign jurisdictions and/or board consultants reasonably retained by the initial Commitment Parties (but limited to one firm per jurisdiction) in connection with the transactions and agreements contemplated by the ECA (the “**Expense Reimbursement**”). The ECA also includes a commitment fee of \$20.8 million

(the “**Commitment Fee**”), payable solely in shares of equity of the successor parent entity of reorganized Speedcast.⁵ The applicable pro rata share of the Commitment Fee will be made available to any Prepetition Lender that becomes a Commitment Party by August 16, 2020. The ECA contains various other customary and reasonable covenants, conditions, and termination rights, as set forth in more detail therein and summarized below.

Summary of Material Terms of the ECA ⁶	
Equity Commitment <i>See Equity Commitment Agreement § 1.1</i>	The Commitment Parties will invest an amount equal to \$395 million, less the amount of the Management Co-Investment, for 100% of the Direct Investment Shares (subject to dilution solely by a management incentive plan and the Commitment Fee).
Joinder Period & Commitment Fee <i>See Backstop Agreement § 1.1(f)</i>	Each holder of an allowed claim under that certain Syndicated Facility Agreement, dated as of May 15, 2018 (“ Prepetition SFA Claims ”) that is (i) an “accredited investor” (as defined in Rule 501(a)(1), (2), (3), or (7) under the Securities Act) or qualified institutional buyer (within the meaning of Rule 144A of the Securities Act) and (ii) a “professional investor” within the meaning of the Corporations Act 2001 (Cth) (each such holder, an “ Eligible Holder ”) may become a Commitment Party to the ECA by delivering a Joinder committing to purchase Direct Investment Shares pursuant to the terms of this Agreement at the Price Per Share, in an amount equal to such Eligible Holder’s pro rata share of the aggregate Direct Investment Shares to be issued to all Commitment Parties pursuant to the terms of the ECA (calculated based on its percentage as of August 11, 2020 of the aggregate amount of Prepetition SFA Claims held by all Commitment Parties (which, for purposes of determining the holdings of each Commitment Party, shall include any Prepetition SFA Claims which such Commitment Party has agreed to purchase as of August 11, 2020, and shall exclude any Prepetition SFA Claims which such Commitment Party has agreed to sell as of August 11, 2020)). Upon such an election, each other Commitment Party’s Equity Commitment shall be proportionately reduced by any such commitment. Following the Election Deadline, the Company shall update Schedule 1 to reflect the revised Equity Commitments of the Commitment Parties. In addition, any holder of Prepetition SFA Claims that becomes a Commitment Party as of 11:59 p.m. Eastern Time on August 16, 2020 will also be entitled to its pro rata share of the Commitment Fee.

⁵ The Debtors are not seeking approval of the Commitment Fee in this Motion, and instead will seek approval as part of plan confirmation.

⁶ Terms used but not defined in this Summary of Material Terms of the ECA Chart shall have the meaning given to them in the ECA.

Summary of Material Terms of the ECA⁶	
Expense Reimbursement <i>See Equity Commitment Agreement §§ 1(c);11(e)</i>	<p>The Commitment Parties will be entitled to receive reimbursement of all (a) out-of-pocket expenses (other than fees of counsel except as set forth in clause (b)) reasonably incurred by the Commitment Parties or their affiliates whether prior to or after the date of the ECA, and (b) reasonable and documented fees and expenses of (A) Wachtell, Lipton, Rosen & Katz, Vinson & Elkins LLP, and MinterEllison and (B) any other local legal counsel or regulatory counsel or other advisors in any foreign jurisdictions and/or board consultants reasonably retained by the initial Commitment Parties (but limited to one firm per jurisdiction) in connection with the transactions and agreements contemplated by the ECA.</p> <p>If the Equity Commitment Agreement is terminated because the board of directors of the Company determines in good faith that continued performance under the ECA would be inconsistent with its fiduciary duties under applicable law, the Company shall pay to the Commitment Parties an amount equal to the Expense Reimbursement.</p>
Debtor Covenants <i>See Equity Commitment Agreement Art. VI</i>	<p>The Debtors have agreed to various covenants, including, among other things, to (i) file the Plan, seek the entry of an order of the Bankruptcy Court approving (a) the Disclosure Statement (the “Disclosure Statement Order”), (b) the Plan (the “Confirmation Order”) and (c) an order approving payment of the Expense Reimbursement; (ii) negotiate in good faith the terms of the Plan, Disclosure Statement, the Disclosure Statement Order, and the Confirmation Order and other agreements, necessary to implement the Restructuring; (iii) support and make commercially reasonable efforts to obtain the entry of the Confirmation Order; (iv) provide the Commitment Parties access to information, including certain financial information; (v) negotiate in good faith and otherwise use reasonable best efforts to agree upon, enter into and make effective long-form agreements governing the matters set forth in the Governance Term Sheet, Executive Employment Agreement Term Sheet and Management Co-Investment and Incentive Plan Term Sheet; (vi) conduct the business in the ordinary course; (vii) use reasonable best efforts to consummate the transactions contemplated by the Equity Commitment Agreement and Plan; and (viii) use reasonable best efforts to obtain relevant regulatory approvals.</p>
Commitment Party Covenants <i>See Equity Commitment Agreement Art. VIII</i>	<p>Each Commitment Party agrees, among other things, to (i) negotiate in good faith the terms of the Plan, Disclosure Statement, the Disclosure Statement Order and the Confirmation Order and other agreements, necessary to implement the Restructuring; (ii) support and vote in favor of the Plan; (iii) negotiate in good faith and otherwise use reasonable best efforts to agree upon, enter into and make effective long-form agreements governing the matters set forth in the Governance Term Sheet, Executive Employment Agreement Term Sheet and Management Co-Investment and Incentive Plan Term Sheet; and (iv) use reasonable best efforts to obtain regulatory approvals.</p>

Summary of Material Terms of the ECA ⁶	
Conditions Precedent <i>See Equity Commitment Agreement Art. IX and X</i>	<p>The closing of the Equity Commitment Agreement is subject to the satisfaction of certain closing conditions, including, but not limited to:</p> <p>(a) with respect to the obligations of the Commitment Parties and the Company: (i) the Plan and Confirmation Order being reasonably acceptable to the Debtors and Required Commitment Parties, and in the case of the Confirmation Order and the Disclosure Statement Order, shall be final, non-appealable and not subject to any stay as of the Plan Effective Date; (ii) the effective date of the Plan shall having occurred; (iii) all required regulatory approvals having been obtained; (iv) the ASX and ASIC having received a waiver of, or confirmation that no, shareholder approval is required in connection with the transaction; and (v) one or more Australian administrators having been appointed to the Company, and the Company shall have effected a deed of company arrangement giving effect to the Plan; and</p> <p>(b) additionally, the obligations of the Commitment Parties are subject to the following conditions: (i) no material adverse effect occurring since the date of the ECA; (ii) the Transaction Expenses of the Commitment Parties having been paid; (iii) the Company has taken all necessary steps, including making all necessary filings to ASIC (if applicable), to release the wholly-owned subsidiaries of the Company from any deed of cross guarantee to which the Company and any wholly-owned subsidiaries of the Company are party; (iv) certain members of management will have delivered (a) signature page counterparts of their respective employment agreement, which agreement shall be in form and substance consistent with the applicable Executive Employment Agreement Term Sheet or otherwise reasonably acceptable to the Company, the Required Commitment Parties, and the relevant employee, and (b) a written affirmation that as of the Plan Effective Date such employee has no plan or intention of resigning their role; and (v) the Required Commitment Parties are reasonably satisfied with the Company's compliance with the Foreign Corrupt Practices Act of 1977 FCPA and the anti-bribery laws and regulations of any applicable non-U.S. jurisdiction and their internal controls with respect to such compliance (it being agreed that (A) any liability or monetary impact arising from such matters that exceeds or is reasonably likely to exceed \$15,000,000 in the aggregate, and/or (B) any non-monetary effect or condition arising out of such matters that is, or is reasonably expected to have a material adverse effect, shall constitute reasonable cause for the Required Commitment Parties not to be so satisfied).</p>

Summary of Material Terms of the ECA ⁶	
Other Termination Events <i>See Equity Commitment Agreement Art. XI</i>	<p>The Backstop Agreement may be terminated in, among others, the following circumstances:</p> <ul style="list-style-type: none"> (a) if the Plan Effective Date has not occurred by December 11 (subject to two automatic extensions if certain conditions are met); (b) either the Company or the Commitment Parties if (i) the counterparty breaches in any material respect its representations, warranties or covenants in the Equity Commitment Agreement which breach would result in a failure of a condition to the Equity Commitment Agreement, which breach remains uncured, or (ii) any government authority enjoins the transaction; (c) the Commitment Parties, if (i) the Plan, Disclosure Statement, Confirmation Order, or Disclosure Statement Order include terms that are not consistent with the Plan Term Sheet or are not otherwise reasonably acceptable to the Required Commitment Parties, (ii) any of the Chapter 11 Cases shall have been dismissed or converted to a case under Chapter 7, or (iii) the Confirmation Order has not been entered by 11:59 p.m. Eastern Time on the date that is 60 days from the date the Plan is filed with the Bankruptcy Court; and (d) the Company, (i) in the circumstances set out immediately below (“Fiduciary Out”), and (ii) if the Bankruptcy Court denies entry of the order confirming entry into this Agreement or the Plan.
Fiduciary Out <i>See Equity Commitment Agreement § 11(c)(1)</i>	<p>The Company may terminate the Agreement by 3 days prior written notice to the Commitment Parties if the Company’s Board or Australian Administrators at any time determine in good faith that continued performance under the Equity Commitment Agreement would be inconsistent with its fiduciary duties under applicable law.</p>

C. Relevant Provisions of the DIP Credit Agreement and Final DIP Order

24. As set forth above, the Court entered the Final DIP Order on May 20, 2020.

The Final DIP Order contains several provisions that may be invoked by certain Lenders in an effort to preclude the Debtors from pursuing a path to exit from chapter 11 on terms that they believe are in the best interests of all stakeholders. Specifically, the Final DIP Order provides that the Debtors must provide 7 business days’ notice before they:

file, support, make a written proposal or counterproposal to any party relating to, or take any other similar action in furtherance of . . . a chapter 11 plan, sale process or other restructuring that does not (i) provide for the indefeasible payment on the effective date thereof of all claims on account of the Prepetition Credit Facility Debt in full in cash or (ii) constitute an Approved Restructuring (as defined in the DIP Credit Agreement) (in each

case, a “**Non-Permitted Restructuring**”)...[and upon receipt of such notice], each of the Prepetition Secured Parties shall have the right to immediately file a Stay Relief Motion on five Business Days’ notice seeking to terminate the Debtor DIP Loan Parties’ right to use Cash Collateral pursuant to this Final Order (consistent with the procedures set forth in paragraph 9 of this Final Order), and seek authority thereby to proceed to protect, enforce and exercise all other rights and remedies provided under the Prepetition Loan Documents or applicable law.

Final DIP Order, ¶ 15(i). The Debtors recognize that entry into the ECA and pursuit of the Pro-Rata Plan may be alleged to constitute a Non-Permitted Restructuring.⁷

25. The Final DIP Order also prohibits the Debtors from using, directly or indirectly:

DIP Loans, DIP Collateral, Prepetition Collateral (including Cash Collateral) or any portion of the Carve Out . . . to prevent, hinder, or otherwise delay or interfere with the Prepetition Agent’s, the Prepetition Secured Parties’, the DIP Agent’s, or the DIP Secured Parties’ . . . enforcement or realization on the Prepetition Credit Facility Debt, Prepetition Collateral, DIP Obligations, DIP Collateral, or the liens, claims, and rights granted to such parties under the Interim Order or [the Final] DIP Order . . . in accordance with the DIP Documents, the Prepetition Loan Documents or [the Final] DIP Order.

Id. at ¶ 21(b).

26. The Final DIP Order limits payments:

Notwithstanding anything to the contrary in any other order entered by this Court, any payments made pursuant to any authorization contained in any other order entered by this Court shall be consistent with and subject to the requirements set forth in this Final Order and the DIP Documents, including, without limitation, the Approved Budget (subject to permitted variances).

Id. at ¶ 22.

⁷ The DIP Credit Agreement includes certain Milestones for pursuing an Approved Restructuring, which this is not. Pursuant to Section 5.20(a)(vi) of the DIP Credit Agreement, the DIP Loan Parties are obligated to cause all proposed “orders establishing procedures” for these cases to be in accord with the provisions of the DIP Credit Agreement and acceptable to the DIP Lenders. Failure to comply with this covenant by the DIP Loan Parties results in a default under the DIP Credit Agreement. Additionally, pursuant to Section 7.01(nn) of the DIP Credit Agreement, the Debtors support of a “plan of reorganization or sale process...without the [DIP Lenders] consent” is an Event of Default.

27. This Motion does not ask the Court to rule, at this time, on whether any defaults under the Final DIP Order will be triggered by the Debtors' entry into the ECA or their pursuit of the Pro-Rata Plan. Rather, at this juncture, the Debtors merely seek the Court's approval to pay the Expense Reimbursement under the ECA so that the Debtors can move forward with the Pro-Rata plan, with all of the Lenders' rights reserved as to the effect of such actions under the Final DIP Order. Given the inability of the Lenders to collectively agree on an Approved Restructuring, in the responsible exercise of the Debtors' fiduciary duties to maximize value for all stakeholders, and given the clear path to exit chapter 11 through a plan that ensures Speedcast's future as a going concern, the Debtors believe that they must take steps, including through the filing of this Motion, to pursue this value-maximizing Pro-Rata Plan.

28. The Debtors hope that their Lenders will, in the coming days, work cooperatively and ultimately agree to support the Pro-Rata Plan. Similarly, the Debtors hope the Lenders will recognize the expense, delay, and potential value destruction that could result from taking action to terminate the DIP Credit Agreement and use of Cash Collateral, and will not seek that result. If, however, such result is sought, Centerbridge has provided the Debtors with a DIP Commitment Letter (the "**New DIP Commitment**"), which includes an overall commitment of \$220 million in first-priority new money. The New DIP Commitment provides the Debtors with \$185 million to refinance the existing DIP Loans (as defined in the Final DIP Order) and an additional \$35 million to satisfy any incremental expenses to ensure the Debtors have sufficient liquidity to execute the Pro-Rata Plan. Notably, the New DIP Commitment does not require a commitment fee or exit fee, provides for a lower interest rate, and contains milestones that are more favorable than the existing DIP Credit Agreement.

29. The impact and outcome with respect to the existing DIP Facility is to be addressed at a later date. The Debtors seek the relief requested in this Motion solely to avoid any

possibility that they might be acting in violation of an order of this Court by taking these limited steps toward advancement of a resolution of these cases. Thus, to the extent the terms of the Final DIP Order may be construed as precluding the Debtors from entering into the ECA and pursuing the Pro-Rata Plan, the Debtors request relief from such provisions.

Relief Requested Should be Granted

31. Section 363 of the Bankruptcy Code provides, in relevant part, “[t]he trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate.” 11 U.S.C. § 363(b)(1). Courts in the Fifth Circuit have granted a debtor’s request to use property of the estate outside of the ordinary course of business pursuant to section 363(b) of the Bankruptcy Code upon a finding that such use is supported by sound business reasons. *See, e.g., In re BNP Petroleum Corp.*, 642 F. App’x 429, 435 (5th Cir. 2016); *In re Cont’l Air Lines*, 780 F.2d 1223, 1226 (5th Cir. 1986) (“[F]or a debtor-in-possession or trustee to satisfy its fiduciary duty to the debtor, creditors and equity holders, there must be some articulated business justification for using, selling, or leasing the property outside the ordinary course of business.”); *see also In re Estrada*, No. 16-80003-G3-11, 2016 Bankr. LEXIS 573, at *8 (Bankr. S.D. Tex. Feb. 24, 2016) (“In determining whether to approve a motion to obtain credit, courts generally permit debtors in possession to exercise their basic business judgment consistent with their fiduciary duties.”); *In re Terrace Gardens Park P’ship*, 96 B.R. 707, 714 (Bankr. W.D. Tex. 1989).

32. Generally, courts “give great deference to the substance of the directors’ decision and will not invalidate the decision, will not examine its reasonableness, and will not substitute its views for those of the board if the latter’s decision can be attributed to any rational business purpose.” *In re Global Crossing Ltd.*, 295 B.R. 726, 744 (Bankr. S.D.N.Y. 2003) (citation omitted); *see In re Asarco LLC*, 441 B.R. 813, 824 (S.D. Tex. 2010) (finding that the business

judgment rule was “imported” into section 363 to balance “allowing debtors to enter into transactions that may enhance the business” with accountability to creditors and equity).

33. Moreover, under section 105(a) of the Bankruptcy Code, “[t]he court may issue any order . . . that is necessary or appropriate to carry out the provisions of this title. 11 U.S.C. § 105(a).

A. Sound Business Reasons Support Entry into ECA

34. The ECA represents the product of extensive, good-faith, arms’-length negotiations between the Debtors and certain of its key stakeholders. The Debtors’ Special Restructuring Committee, in the exercise of their business judgment and in consideration of their fiduciary duties, determined that pursuing the ECA maximizes value and is in the best interests of the estate and all of the Debtors’ stakeholders.

35. As explained above, the ECA is integral to the consummation of the Pro-Rata Plan jointly supported by Centerbridge and the Creditors’ Committee, which currently presents the best and only viable option for the Debtors to emerge from these chapter 11 cases with a significantly de-levered balance sheet and adequate operating capital. More specifically, the ECA provides a direct commitment by Centerbridge to acquire the entire equity of the reorganized Company in exchange for a sizeable investment sum, which ensures the Debtors have necessary capital to fund the Pro-Rata Plan, effectuate the transactions contemplated thereby, and emerge from these chapter 11 cases expeditiously with sufficient cash on their balance sheet. Importantly, Centerbridge has structured the Pro-Rata Plan so that all other eligible prepetition secured lenders can participate in the equity of the reorganized Company, should they so choose. The terms of the ECA are highly equitable as they level the playing field for all of the Debtors’ lenders to participate, include no termination fee, and are expressly designed to give each of the Prepetition Lenders an opportunity to participate on the same basis as Centerbridge. The ECA does not require

the debtors to indemnify the Commitment Parties for any breach thereunder, and does not include a no shop or exclusivity provision. Notably, the Pro-Rata Plan also provides recoveries to the Debtors' trade creditors, whose continued support will be critical to Speedcast's success.

36. The preservation of the value of the Debtors' assets and estates is key to the efficient resolution of these cases. The Debtors have limited liquidity and, accordingly, the Debtors believe that to be successful, these chapter 11 cases must proceed in an expeditious manner to allow the Company to implement its operational reforms and maintain value. The terms of the ECA reflect that goal. That said, the Debtors are willing and able to evaluate other value-maximizing transactions should they be presented to the Debtors, and the Debtors will continue to pursue the highest and best offer for the Company and its creditors, consistent with their fiduciary obligations.

37. For all of the foregoing reasons, the Debtors' decision to enter into the ECA represents a sound exercise of the Debtors' business judgment.

B. Expense Reimbursements Should be Approved

38. Section 503(b)(1)(A) of the Bankruptcy Code provides that "[a]fter notice and a hearing, there shall be allowed administrative expenses, other than claims allowed under section 502(f) of this title, including . . . the actual, necessary costs and expenses of preserving the estate" Further, section 507(a)(2) of the Bankruptcy Code provides that "administrative expenses allowed under section 503(b)" are entitled to priority.

39. As detailed above, payment of the Expense Reimbursement is warranted as it represents a material inducement for Centerbridge to enter into the ECA which will provide a material benefit to the Debtors' estate. Centerbridge and its counsel have already expended significant time and effort in pursuing the transactions contemplated by the value-maximizing ECA and Plan Term Sheet, including substantial due diligence, negotiations, and the preparation

and negotiation of the documents necessary in connection with the same. The Expense Reimbursement also takes into account fees and expenses that Centerbridge will continue to incur as the parties proceed to plan confirmation. Importantly, there is no upfront cash commitment fee or cash exit fee. As such, reimbursement of such fees and expenses is reasonable and has been customary in other similar transactions to address the substantial efforts expended by backstopping parties. Further, payments of these fees and expenses constitute “actual, necessary costs and expenses of preserving the estate.” 11 U.S.C. § 503(b)(1)(A).

40. In light of the benefits that will inure to the Debtors and their estates as a result of the substantial commitment of capital necessary to provide a rapid emergence from chapter 11 and the circumstances of these cases, the Debtors submit that entry into the ECA, including the Expense Reimbursement obligation included in the same, is reasonable and justified, is in the best interest of the Debtors’ estates, and should be approved by this Court.

41. Therefore, for all of the foregoing reasons, entry into the ECA and paying the Expense Reimbursement is necessary to enhance overall creditor recoveries, propose a value-maximizing Pro-Rata Plan, and to assure the Debtors’ successful emergence from chapter 11.

C. The Debtors Should be Relieved from Complying with Paragraphs 15(i) and 22(b) of Final DIP Order, and any other Relevant Provisions Thereof

42. As the Court recognized as early as the Petition Date, and as previewed by the Debtors when discussing the milestones under the Final DIP Order, there was a real “probability that there [would] be a disagreement between the Debtors and their lenders as to whether to follow a Plan that reorganizes [or] a 363 sale.”⁸ More importantly, the Court noted that if a disagreement arose and the “Debtor[s] [have] not been unreasonable, then it will not have been

⁸ See Apr. 23, 2020 Hr’g Tr. (“**First Day Transcript**”) at 55:12-15.

a default, and so there will be a hearing before [the Court] reach[es] that determination.”⁹ The Debtors are not acting unreasonably here and seek approval through this Motion in accordance with the Court’s instructions.

43. As noted above, the Debtors recognize that certain DIP Lenders and/or Prepetition Lenders may take the position that entering into the ECA and paying the Expense Reimbursement constitute one or more Events of Default under the DIP Credit Agreement and Final DIP Order and/or breach of the terms under which they consented to the Debtors’ use of Cash Collateral, which may give rise to rights and remedies of the DIP Lenders and/or Prepetition Lenders. The Debtors are *not* asking, through this Motion, that the Court: (i) enjoin or otherwise prohibit the DIP Lenders and/or Prepetition Lenders from taking action in accordance with such position; (ii) modify or waive the terms of the DIP Credit Agreement or the terms on which the Debtors are permitted to use Cash Collateral; or (iii) determine whether the Debtors are in or not in default under the relevant agreements, though the Debtors expressly reserve all rights and defenses with respect to those anticipated allegations. And, as the Court directed, the Debtors expect there to be a hearing on notice before any such default is called or remedies exercised.

44. Rather, the Debtors merely ask this Court to determine that they will not be held in violation of the Court’s Final DIP Order when taking these initial steps which, in the exercise of their sound business judgment, they believe will maximize recoveries to all stakeholders. Accordingly, the Debtors request that they: (i) not be held in violation of a Court order by paying certain fees under the ECA, including the Expense Reimbursement; and (ii) be excused from the seven-day notice requirement provided for in ¶ 15(i) of the Final DIP Order.¹⁰

⁹ See *id.* at 55:21-56:6 (recognizing the Court would not “turn over all the case to the lenders on the first day”).

¹⁰ See 11 U.S.C. § 9024.

The Debtors also request that the Court authorize the Debtors to file a disclosure statement and pursue the Pro-Rata Plan consistent with the terms of the ECA.

Emergency Consideration

45. The Debtors respectfully request emergency consideration of this Motion. The Debtors' goal is to preserve and maximize the value of the Debtors' estates, which hinges in part on minimizing the time spent in chapter 11.

Reservation of Rights

46. As discussed above, nothing contained herein is intended to be or shall be deemed as (i) an admission as to the validity of any claim against the Debtors, (ii) a waiver or limitation of the Debtors' or any party in interest's rights to dispute the amount of, basis for, or validity of any claim, (iii) a waiver of the Debtors' rights under the Bankruptcy Code or any other applicable nonbankruptcy law, (iv) a waiver of any claims or causes of action which may exist against any creditor or interest holder, or (v) an approval, assumption, adoption, or rejection of any agreement, contract, lease, program, or policy under section 365 of the Bankruptcy Code. Likewise, if the Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended to be and should not be construed as an admission to the validity of any claim or a waiver of the Debtors' rights to dispute such claim subsequently.

Notice

47. Notice of this Motion will be served on any party entitled to notice pursuant to Bankruptcy Rule 2002 and any other party entitled to notice pursuant to Local Rule 9013-1(d).

WHEREFORE, the Debtors respectfully request entry of the Proposed Order granting the relief requested in this Motion and such other and further relief as the Court may deem just and appropriate.

Dated: August 12, 2020
Houston, Texas

Respectfully submitted,

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*Attorneys for Debtors
and Debtors in Possession*

Certificate of Service

I hereby certify that, on August 12, 2020, a true and correct copy of the foregoing document was served as provided by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Alfredo R. Pérez
Alfredo R. Pérez

Exhibit A

Equity Commitment Agreement

EQUITY COMMITMENT AGREEMENT
AMONG
SPEEDCAST INTERNATIONAL LIMITED
AND
THE COMMITMENT PARTIES PARTY HERETO
Dated as of August 12, 2020

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EQUITY COMMITMENT AGREEMENT

This EQUITY COMMITMENT AGREEMENT (including exhibits and schedules attached hereto and incorporated herein, this “**Agreement**”) dated as of August 12, 2020 is made by and among Speedcast International Limited, a company registered in Victoria, Australia (the “**Company**” and together with its direct and indirect subsidiaries, the “**Company Group Entities**”) and the ultimate parent of each of the other Debtors (as defined below) (the Company together with the Debtors, the “**Company Parties**”) and the Commitment Parties set forth on Schedule 1 hereto (as such list may be amended, supplemented or modified from time to time in accordance with Section 1(f) and Section 2 hereof) (each referred to herein, individually, as a “**Commitment Party**” and, collectively, as the “**Commitment Parties**”). The Company and each Commitment Party is referred to herein, individually, as a “**Party**” and, collectively, as the “**Parties**”.

WHEREAS, on April 23, 2020, the Company and certain of its subsidiaries set forth on Schedule 2 (collectively, the “**Debtors**”) filed voluntary petitions for relief (the “**Chapter 11 Cases**”) under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. (the “**Bankruptcy Code**”), in the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”);

WHEREAS, the Parties have agreed to a restructuring of the Company’s capital structure and liabilities (the “**Restructuring**”), the material terms of which are set forth in the term sheets (including any schedules and exhibits thereto) attached hereto as Exhibit A (the “**Plan Term Sheet**”), Exhibit B (the “**Governance Term Sheet**”), Exhibit C (the “**Management Co-Investment and Incentive Plan Term Sheet**”), Exhibit D (the “**Executive Employment Agreement Term Sheet**”) and, together with the Plan Term Sheet, the Governance Term Sheet, and the Executive Employment Agreement Term Sheet, the “**Restructuring Term Sheets**”). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Plan Term Sheet;

WHEREAS, the Restructuring will be implemented through a joint plan of reorganization for the Debtors (as may be amended, supplemented, amended and restated or otherwise modified from time to time, the “**Plan**”).

WHEREAS, subject to the Bankruptcy Court’s entry of an order confirming the Plan (the “**Confirmation Order**”), consummation of the Plan, and satisfaction of the other conditions specified in Section 7(e) and Section 9 hereof, on the effective date of the Plan (the “**Plan Effective Date**”), a successor entity acting as the parent of the reorganized Company Group Entities (“**New Speedcast Parent**”) will offer and sell new common equity interests (the “**Direct Investment Shares**”, and such investment, the “**Direct Investment**”) with an aggregate purchase price of \$395 million, less the amount of the Management Co-Investment to be agreed (such amount not to exceed \$30 million in the aggregate) by the Company and the Required Commitment Parties (as defined below) no later than fifteen (15) days from the date hereof (such net amount, the “**Aggregate Purchase Price**”) in accordance with the terms of this Agreement;

WHEREAS, in order to facilitate the Restructuring, the Plan and the Direct Investment, pursuant to this Agreement, and subject to the terms, conditions and limitations set forth herein, (A) the Company has agreed to consummate the Restructuring pursuant to the Plan and (B) each Commitment Party, severally and not jointly, has agreed to purchase from New Speedcast Parent, on the Plan Effective Date, the percentage of Direct Investment Shares allocated to such Commitment Party on **Schedule 1** for an aggregate amount in cash equal to such percentage multiplied by the Aggregate Purchase Price (with respect to each Commitment Party, such Commitment Party's "**Funding Amount**"); and

WHEREAS, for purposes of this Agreement, "**Required Commitment Parties**" shall mean, subject to Section 18, those Commitment Parties holding at least 66 $\frac{2}{3}$ % in aggregate amount of the Equity Commitments (as defined below) of all Commitment Parties as of the date on which the consent, waiver or approval is being solicited (excluding any Defaulting Commitment Parties (as defined below) and their corresponding Equity Commitments).

NOW, THEREFORE, in consideration of the foregoing, and the representations, warranties and covenants set forth herein, and for other good and valuable consideration, the Company and the Commitment Parties agree as follows:

Section 1. THE EQUITY COMMITMENTS.

(a) Subject to the conditions set forth in Section 1(f) and Section 7(e), each of the Commitment Parties, severally and not jointly, agrees to purchase, in accordance with Section 1(b), the percentage of Direct Investment Shares allocated to such Commitment Party on Schedule 1 at the aggregate purchase price therefor (the "**Equity Commitments**"). Notwithstanding the foregoing, any Commitment Party may elect by written notice to the Company prior to the hearing at which the Debtors will seek entry to the Confirmation Order to receive the amounts due to it under the Plan pursuant to the secured portions of its Prepetition SFA Claim (as defined below) in the form of Direct Investment Shares at the same per share price as the Direct Investment in lieu of cash, in which case such Commitment Party's Funding Amount hereunder shall be reduced by a corresponding amount.

(b) No later than ten (10) Business Days prior to the expected Plan Effective Date, the Company hereby agrees and undertakes to deliver to each Commitment Party by email delivery a written notice (the "**Commitment Funding Notice**") of (i) the number of Direct Investment Shares allocated to such Commitment Party and such Commitment Party's Funding Amount (after taking into account any reduction thereto contemplated by Section 1(a)) calculated in accordance with this Agreement; (ii) wire instructions for a segregated, escrow account of the Debtors or its agent held in an agreed upon, nationally recognized financial institution (the "**Escrow Account**") to which each Commitment Party shall deliver an amount equal to its Funding Amount; and (iii) the deadline for delivery of the Funding Amount, which shall be two (2) Business Days before the expected Plan Effective Date (the "**Commitment Funding Deadline**"). Each Commitment Party shall deliver and pay its applicable Funding Amount by wire transfer

in immediately available funds into the Escrow Account by the Commitment Funding Deadline. If this Agreement is terminated pursuant to Section 11 or if the Plan Effective Date does not occur within five (5) Business Days following the Commitment Funding Deadline, the funds held in the Escrow Account shall be released to the applicable Commitment Party, without any interest accrued thereon, promptly following such termination. For purposes of this Agreement, “**Business Day**” means any day of the year on which national banking institutions in New York City are open to the public for conducting business and are not required or authorized to close.

(c) Without duplication of the payment by the Debtors of any such fees, costs and expenses under any other agreement with the Debtors and subject to the entry of an order of the Bankruptcy Court approving this Section 1(c) and Section 11(e) (“**Transaction Expenses Order**”), from time to time upon request by any Commitment Party, the New Speedcast Parent, will reimburse or pay, as the case may be, (i) the out-of-pocket expenses (other than fees of counsel except as set forth in clause (ii)) reasonably incurred by the Commitment Parties or their Affiliates whether prior to or after the date hereof, including all reasonable and documented fees with respect to the negotiation, documentation, execution and consummation of the transactions contemplated herein, and including, but not limited to all reasonable and documented fees, out-of-pocket expenses and costs relating to the Company’s Chapter 11 Cases and (ii) all reasonable and documented fees and expenses of (A) Wachtell, Lipton, Rosen & Katz, Vinson & Elkins LLP, and MinterEllison and (B) any other local legal counsel or regulatory counsel or other advisors in any foreign jurisdictions and/or board consultants reasonably retained by the initial Commitment Parties (but limited to one firm per jurisdiction) in connection with the transactions and agreements contemplated hereby (collectively, (i) and (ii), the “**Transaction Expenses**”).

(d) On the Plan Effective Date, the Commitment Parties will purchase, and New Speedcast Parent will sell to the Commitment Parties, only such amount of Direct Investment Shares as is listed in the Commitment Funding Notice.

(e) Delivery of the Direct Investment Shares will be made by New Speedcast Parent to the respective Commitment Parties, on the Plan Effective Date, upon the release of the Funding Amount of each Commitment Party from the Escrow Account, upon which time such funds shall be delivered to New Speedcast Parent by wire transfer of immediately available funds to the account specified by New Speedcast Parent to the Commitment Parties at least twenty four (24) hours in advance.

(f) Notwithstanding the foregoing, each of the Company and Commitment Parties agree that each record holder of an allowed claim under that certain Syndicated Facility Agreement, dated as of May 15, 2018 (including holders of allowed Prepetition SFA Claims in respect of swap obligations) (“**Prepetition SFA Claims**”) that is (i) an “accredited investor” (as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act of 1933 and the rules and regulations of the SEC thereunder (the “**Securities Act**”) or qualified institutional buyer (within the meaning of Rule 144A of the Securities Act) and (ii) a “professional investor” within the meaning of the Corporations Act 2001 (Cth) (the “**Corporations Act**”) (each such holder, an “**Eligible Holder**”) may become a

Commitment Party under this Agreement by delivering to the Company and the Commitment Parties then party hereto a duly executed joinder to this Agreement in form attached as **Exhibit E** hereto (a “**Joinder**,” each such party, a “**Joining Party**”) on or prior to 11:59 P.M. New York City time on August 21, 2020 (“**Election Deadline**”), committing to purchase Direct Investment Shares pursuant to the terms of this Agreement at the Price Per Share in an amount equal to such Eligible Holder’s pro rata share of the aggregate Direct Investment Shares to be issued to all Commitment Parties pursuant to the terms of this Agreement (calculated based on its percentage as of August 11, 2020 of the aggregate amount of Prepetition SFA Claims held by all Commitment Parties (which, for purposes of determining the holdings of each Commitment Party, shall include any Prepetition SFA Claims which such Commitment Party has agreed to purchase as of August 11, 2020, and shall exclude any Prepetition SFA Claims which such Commitment Party has agreed to sell as of August 11, 2020), including, for the avoidance of doubt, all Eligible Holders who deliver Joinders in accordance with the terms of this Section 1(f)), and each other Commitment Party’s Equity Commitment shall be proportionately reduced by any such commitment. Following the Election Deadline, the Company shall update Schedule 1 to reflect the revised Equity Commitments of the Commitment Parties in accordance with this Section 1(f).

(g) On the Plan Effective Date, New Speedcast Parent will issue to each Commitment Party that was a valid Commitment Party as of 11:59 P.M. New York City time on August 16, 2020 (each, a “**Backstop Commitment Party**”), in consideration for providing the commitment to purchase its pro rata share of the Direct Investment Shares on the terms and conditions set forth herein and for no additional consideration, a number of additional shares of the same class as the Direct Investment Shares that, at the same per-share price as the Direct Investment, would have an aggregate purchase price equal to such Backstop Commitment Party’s pro rata share of \$20.8 million (calculated based on the ratio of such Backstop Commitment Party’s Equity Commitments to the Equity Commitments of all Backstop Commitment Parties as of 11:59 P.M. New York City time on August 16, 2020) (the “**Backstop Commitment Fee**”).

Section 2. NO TRANSFERS. Each Commitment Party’s Equity Commitment shall not be transferable directly or indirectly, in whole or in part. Notwithstanding the foregoing, a Commitment Party may assign its Equity Commitment to any fund, account (including any separately managed accounts) or investment vehicle that is controlled, managed, advised or sub-advised by such Commitment Party, an affiliate thereof or the same investment manager, advisor or subadvisor as such Commitment Party or an affiliate of such investment manager, advisor or subadvisor (each, a “**Related Fund**”); *provided* that such Related Fund shall, as a condition to such transfer, be required to deliver a Joinder (to the extent not then a Party hereto) and the assigning Commitment Party shall remain fully obligated for its Equity Commitment.

Section 3. COMMITMENT PARTY DEFAULT. Any Commitment Party that fails to timely fund its obligations pursuant to Section 1(b) or otherwise breaches any representation, warranty, covenant or agreement herein in a manner that would result in a failure of any condition set forth in Section 9 (a “**Defaulting Commitment Party**”) after

written notice by the Company thereof and a one-Business Day opportunity to cure such default will be liable for its default or breach, and the parties hereto can enforce rights of money damages and/or specific performance upon the failure to timely fund or breach by the Defaulting Commitment Party. Each of the non-defaulting Commitment Parties shall have the right, but not the obligation, to assume, by notice to the Company and each Commitment Party by the earlier of the Plan Effective Date and two days following the expiration of such one-Business Day period, its *pro rata* share of such Defaulting Commitment Party's Equity Commitment, based on the proportion of its Direct Investment Shares to the aggregate amount of Direct Investment Shares of all non-defaulting Commitment Parties assuming such Defaulting Commitment Party's Direct Investment Shares.

Section 4. REPRESENTATIONS AND WARRANTIES OF THE COMPANY. Except as set forth on the Company Disclosure Schedules, the Company represents and warrants to, and agrees with, the Commitment Parties as set forth below. Except as set forth on the Company Disclosure Schedules, the representations and warranties in this Agreement shall in no way be affected by any knowledge or investigation of the subject matter thereof made by or on behalf of any Commitment Party. Except for representations, warranties and agreements that are expressly limited as to their date, each representation, warranty and agreement is made as of the date hereof.

(a) *Organization and Qualification.* Each of the Company Group Entities is duly incorporated or organized, validly existing and, if applicable, in good standing under the laws of its respective jurisdiction of incorporation or organization and has the requisite power and authority to own, lease and operate their respective properties and to carry on its business as now conducted. Each of the Company Group Entities is duly qualified or authorized to do business and, if applicable, is in good standing under the laws of each jurisdiction in which it owns or leases real property or in which the conduct of its business or the ownership of its properties requires such qualification or authorization, except where the failure to be so qualified, authorized or in good standing would not be reasonably likely to result in a Material Adverse Effect (as defined in Section 8(i) hereof).

(b) *Power and Authority.*

(i) The Company has the requisite corporate power and authority to enter into, execute and deliver this Agreement and any other agreements contemplated herein and, subject to entry of the Confirmation Order and consummation of the Plan, to perform its obligations hereunder and under any other agreements contemplated herein, including to issue the Direct Investment Shares. The Company has taken all necessary corporate action required for the due authorization, execution, delivery and performance by it of this Agreement and any other agreements contemplated herein, and subject to the entry of the Confirmation Order, will have taken all necessary corporate action required to perform its obligations hereunder and under any other agreements contemplated herein, including, to issue the Direct Investment Shares.

(ii) Prior to the Plan Effective Date, the Company will have taken all necessary corporate action required for the due authorization, execution, delivery and, and subject to the entry of the Confirmation Order, performance by it of the Plan.

(c) *Execution and Delivery.* This Agreement and any other agreements contemplated herein has been and will be, duly and validly executed and delivered by the Company, and, subject to entry of the Confirmation Order and consummation of this Agreement and any other agreements contemplated herein, constitutes or will constitute the valid and binding obligations of the Company, enforceable against the Company in accordance with their terms.

(d) *Reserved.*

(e) *Issuance.* As of the Plan Effective Date, the issuance of the Direct Investment Shares to be issued and sold by New Speedcast Parent to the Commitment Parties hereunder will have been duly and validly authorized and, when the Direct Investment Shares are issued and delivered to the Commitment Parties hereunder, will be duly and validly issued and outstanding, fully paid, non-assessable and free and clear of all Taxes, liens, pre-emptive rights, rights of first refusal, subscription and similar rights, except as set forth herein or created or otherwise imposed by any Commitment Party, and other than liens pursuant to applicable securities laws.

(f) *No Conflict.* Subject to entry of the Confirmation Order and consummation of the Plan, the sale, issuance and delivery of the Direct Investment Shares pursuant to the terms hereof, and the execution and delivery by the Company of this Agreement and compliance by it with all of the provisions hereof and thereof and the consummation of the transactions contemplated hereby and thereby: (i) will not conflict with or result in a breach or violation of, any of the terms or provisions of, or constitute a default under (with or without notice or lapse of time, or both), or result, except to the extent expressly provided in or contemplated by the Plan, in the acceleration of, or the creation of any lien under, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound or to which any of their properties or assets is subject; (ii) will not result in any violation of the provisions of the organizational documents of the Company; and (iii) assuming the accuracy of the Commitment Parties' representations and warranties in Section 5, except as set forth on Section 4(f) of the Company Disclosure Schedules, will not result in any violation of, or any termination or material impairment of any rights under, any statute or any license, authorization, injunction, judgment, order, decree, rule or regulation of any transnational, domestic or foreign federal, state or local governmental, regulatory or administrative authority, department, agency or official, including any political subdivision thereof including, without limitation, the Committee on Foreign Investment in the United States ("CFIUS") and the Defense Counterintelligence and Security Agency ("DCSA") or any federal, state, municipal, domestic or foreign court, arbitrator, or tribunal ("Governmental Entity") or body having jurisdiction over the Company or any of its subsidiaries or any of their respective properties, except in any such case described in clause (c) or clause

(iii), as would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect. .

(g) *Consents and Approvals.* Assuming the accuracy of the Commitment Parties' representations and warranties in Section 5, no consent, approval, authorization, order, registration or qualification of or with any Governmental Entity having jurisdiction over the Company or any of its subsidiaries is required for the issuance, sale and delivery of the Direct Investment Shares to the Commitment Parties hereunder and the execution and delivery by the Company of this Agreement and performance of and compliance by them with all of the provisions hereof and thereof (including payment of the transaction expenses of the Commitment Parties as required in Section 1(b) herein) and the consummation of the transactions contemplated hereby and thereby, except (i) the entry of the Confirmation Order, (ii) filings, if any, pursuant to the HSR Act and the expiration or termination of all applicable waiting periods thereunder or any applicable notification, authorization, approval or consent under any other Antitrust Laws in connection with the transactions contemplated by this Agreement, (iii) consents, approvals and authorizations from the Federal Communications Commission, state public utility commissions and other similar Government Entities having jurisdiction over the assets, businesses, and operations of the Company and its Subsidiaries, (iv) the filing of any other corporate documents in connection with the transactions contemplated by this Agreement with applicable state filing agencies, (v) such consents, approvals, authorizations, registrations or qualifications as may be required under foreign securities laws, federal securities laws or state securities or Blue Sky laws in connection with the offer and sale of the Direct Investment Shares and, (vi) as set forth on Section 4(g) of the Company Disclosure Schedules, and (vii) such consents, approvals, authorizations, registrations or qualifications which are described or provided for in Section 8 or Section 9 or the absence of which would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

(h) *Reserved.*

(i) *Reserved.*

(j) *No Violation.* The Company and its subsidiaries are not, except as a result of the Chapter 11 Cases, in violation of any applicable law or statute or any judgment, order, rule or regulation of any Governmental Entity, except for any such default or violation that would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

(k) *Legal Proceedings.* Other than the Chapter 11 Cases and any adversary proceedings or contested motions commenced in connection therewith, and other than as set forth in the Disclosure Statement (as defined below), there are no legal, governmental or regulatory investigations, actions, suits or proceedings pending or, to the knowledge of the Company, threatened, in each case, to which the Company and its subsidiaries is or may be a party or to which any property of the Company and its subsidiaries is or may be the subject that, individually or in the aggregate would reasonably be expected to result in a Material Adverse Effect. For the purposes of this Agreement "knowledge of the

Company” shall mean the actual knowledge, after reasonable investigation, of Peter Shaper, Joe Spytek and Peter Myers.

(l) *No Broker’s Fees.* The Company is not a party to any contract, agreement or understanding with any person (other than this Agreement) that would give rise to a valid claim against it or the Commitment Parties for a brokerage commission, finder’s fee or like payment in connection with the offering and sale of the Direct Investment Shares.

(m) *Absence of Certain Changes.* Since May 31, 2020, no change, event, circumstance, effect, development, occurrence or state of facts has occurred or exists that have had or are reasonably expected to have, individually or in the aggregate, a Material Adverse Effect.

(n) *Environmental.* Except as to matters that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect: (i) no written notice, claim, demand, request for information, order, complaint or penalty has been received by the Company or any of its subsidiaries from any Governmental Entity, and there are no judicial, administrative or other actions, suits or proceedings pending or, to the knowledge of the Company, threatened which allege a violation of or liability under any Environmental Laws, in each case relating to the Company or any of its subsidiaries, (ii) the Company and each of its subsidiaries is in compliance with Environmental Law and has obtained, maintains in full force and effect, and is in compliance with all material permits, licenses and other approvals currently required under any Environmental Law for conduct of its business as presently conducted by the Company, and (iii) no Hazardous Materials have been released by the Company or any of its subsidiaries at any location in a manner that would reasonably be expected to give rise to any cost, liability or obligation of the Company or any of its subsidiaries under any Environmental Laws. For purposes of this Agreement, “**Environmental Law**” means all applicable foreign, federal, state and local conventions, treaties, protocols, laws, statutes, rules, regulations, ordinances, orders and decrees in effect on the date hereof relating in any manner to contamination, pollution or protection of the environment or exposure to hazardous or toxic substances, materials or wastes, and “**Hazardous Materials**” means all materials, substances, chemicals, or wastes (or combination thereof) that is listed, defined, designated, regulated or classified as hazardous, toxic, radioactive, dangerous, a pollutant, a contaminant, petroleum, oil, or words of similar meaning or effect under any Environmental Law.

(o) *Insurance.* Except as to matters that would not reasonably be expected to be, individually or in the aggregate, material to the Company and its subsidiaries, taken as a whole, the Company and each of its subsidiaries, as applicable, has insured its respective properties and assets against such risks and in such amounts as are customary for companies engaged in similar businesses and in similar jurisdictions. All premiums due and payable in respect of material insurance policies maintained by the Company and its subsidiaries have been paid, except as would not reasonably be expected to be, individually or in the aggregate, material to the Company and its subsidiaries, taken as a whole. As of the date hereof, to the knowledge of the Company, neither the Company nor any of its subsidiaries have received notice from any insurer or agent of such insurer with

respect to any material insurance policies of the Company or any of its subsidiaries of cancellation or termination of such policies, other than such notices which are received in the ordinary course of business or for policies that have expired in accordance with their terms.

(p) *Intellectual Property.* Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (i) the Company and its subsidiaries own, license or possess the right to use, all of the patents, patent rights, trademarks, service marks, trade names, copyrights, licenses, domain names, and any and all applications or registrations for any of the foregoing (collectively, “**Intellectual Property Rights**”) that are reasonably necessary for the operation of their respective businesses, without conflict with the rights of any other person, (ii) to the knowledge of the Company, neither the Company and its subsidiaries nor any Intellectual Property Right, proprietary right, product, process, method, substance, part, or other material now employed, sold or offered by the Company and its subsidiaries, is infringing upon, misappropriating or otherwise violating any valid Intellectual Property Rights of any person, and (iii) no claim or litigation regarding any of the foregoing is pending or, to the knowledge of the Company, threatened.

(q) *No Undisclosed Relationship.* Except for employment relationships and compensation, benefits and travel advances in the ordinary course of business, neither the Company nor any of its subsidiaries is a party to any agreement with, or involving the making of any payment or transfer of assets to, the Company, or any stockholder beneficially owning greater than 5% of the Company, officer, member, partner or director of the Company or any Affiliate of the Company.

(r) *Money Laundering Laws.* The operations of the Company are and have been at all times since August 12, 2015, conducted in compliance in all material respects with applicable financial recordkeeping and reporting requirements of the U.S. Currency and Foreign Transactions Reporting Act of 1970, the money laundering statutes of all jurisdictions in which the Company and its subsidiaries operate (and the rules and regulations promulgated thereunder) and any related or similar laws and there has been no material legal proceeding by or before any Governmental Entity involving the Company or any of its subsidiaries with respect to such laws is pending or, to the knowledge of the Company, threatened.

(s) *Sanctions Laws.* Neither the Company and its subsidiaries nor, to the knowledge of the Company, any of their respective directors, officers, employees or other persons acting on their behalf with express authority to so act are currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department. The Company and its subsidiaries will not directly or indirectly use the proceeds of the Direct Investment, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person, for the purpose of financing the activities of any person that, to the knowledge of the Company and its subsidiaries, is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department.

(t) *Foreign Corrupt Practices Act.* The Company has no knowledge of any actual or alleged material violations of the Foreign Corrupt Practices Act of 1977, as amended (“FCPA”), or any applicable anti-corruption or anti-bribery laws in any jurisdiction other than the United States, in each case since August 12, 2015 by the Company and its subsidiaries or any of their respective officers, directors, agents, distributors, employees or any other person acting on behalf of the Company or any of its subsidiaries.

(u) *Taxes.*

(i) Except as would not reasonably be expected to be, individually or in the aggregate, material to the Company and its subsidiaries, taken as a whole, the Company and each of its subsidiaries have paid, or will pay pursuant to the Plan, all material income, gross receipts, license, payroll, employment, excise, severance, occupation, premium, windfalls profits, customs duties, capital stock, franchise, profits, withholding, unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated or other taxes levied by a Governmental Entity, including interest and penalties thereon (“Taxes”) imposed on it or its assets, business or properties, except Taxes (i) that are being contested in good faith by appropriate proceedings and for which each of the Company and its subsidiaries (as the case may be) has set aside adequate reserves on the financial statements or (ii) that the nonpayment thereof is required or permitted by the Bankruptcy Code or, to the extent not yet due, that have been accrued and fully provided for in accordance with IFRS. Except as would not reasonably be expected to be, individually or in the aggregate, material to the Company and its subsidiaries, taken as a whole, the Company and each of its subsidiaries has timely filed all income and other returns, information statements or reports required to be filed with any Governmental Entity with respect to Taxes.

(ii) As of the date hereof, with respect to the Company and its subsidiaries, other than in connection with the Chapter 11 Cases and other than Taxes or assessments that are being contested in good faith by appropriate proceedings and for which adequate reserves have been established on the financial statements, there is no outstanding audit, assessment, dispute or claim concerning any material Tax liability of the Company and its subsidiaries (taken as a whole), and the Company and its subsidiaries have not received from any Governmental Entity any written notice regarding any contemplated or pending audit, examination or other administrative proceeding or court proceeding concerning any material amount of Taxes.

(iii) The Company and its subsidiaries have no liability for any material amount of Taxes of any other person or entity, either by operation of law, by contract or as a transferee or successor. The Company and its subsidiaries are not a party to any material Tax allocation or Tax sharing agreement with any third party (other than an agreement entered into in the ordinary course of business

consistent with past practice or the principal purpose of which is not the sharing, assumption or indemnification of Tax).

(iv) None of the Company and any of its subsidiaries has been either a “distributing corporation” or a “controlled corporation” in a distribution occurring during the last five years in which the parties to such distribution treated the distribution as one to which Section 355(a) of the Internal Revenue Code of 1986, as amended, is applicable.

(v) Neither the consummation of the Plan nor the issuance of New Equity Investment Shares will result in any material degrouping charges for tax purpose with respect to the Company or its subsidiaries.

(v) *Title to Property.*

(i) *Personal Property.* Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (A) the Company and its subsidiaries have good title to, free and clear of any and all Liens (other than Permitted Liens) or a valid leasehold interest in, all personal properties, machinery, equipment and other tangible assets of the business necessary for the conduct of the business as presently conducted by the Company and its subsidiaries and (B) such properties, (x) are in the possession or control of the Company or its subsidiaries; and (y) are in good and operable condition and repair, reasonable wear and tear excepted. For purposes of this Agreement, “**Liens**” and “**Permitted Liens**” shall have the respective meanings given to those terms in the DIP Credit Agreement.

(ii) *Leased Real Property.* The Company and its subsidiaries have complied with all obligations under all leases to which it is a party that have not been rejected in the Chapter 11 Cases, except where the failure to comply would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, and all such leases are in full force and effect (except to the extent subject to applicable to bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, and similar laws affecting creditors’ rights generally and to general principles of equity), except leases in respect of which the failure to be in full force and effect would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. The Company and its subsidiaries enjoy peaceful and undisturbed possession under all such leases, other than leases in respect of which the failure to enjoy peaceful and undisturbed possession would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(w) *Labor Relations.* There is no labor or employment-related legal proceeding pending or, to the knowledge of the Company, threatened against the Company or any of its subsidiaries, by or on behalf of any of their respective employees or such employees’ labor organization, works council, workers’ committee, union representatives or any other type of employees’ representatives appointed for collective bargaining purposes, or

by any Governmental Entity having jurisdiction over the Company or any of its subsidiaries or any of their respective properties or employees, that has had or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(x) *Licenses and Permits.* The Company and its subsidiaries possess all licenses, certificates, permits and other authorizations issued by, and have made all declarations and filings with, the appropriate Governmental Entities that are necessary for the ownership or lease of their respective properties and the conduct of their business as presently conducted by the Company and its subsidiaries, in each case, except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, the Company and its subsidiaries (i) have not received written notice of any revocation or modification of any such license, certificate, permit or authorization or (ii) have no reason to believe that any such license, certificate, permit or authorization will not be renewed in the ordinary course.

(y) *Material Contracts.* All Material Contracts are valid, binding and enforceable by and against the Company and its subsidiaries, as applicable (except to the extent enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, and similar laws affecting creditors' rights generally and to general principles of equity), except where the failure to be valid, binding or enforceable would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, and no written notice to terminate, in whole or part, any Material Contract has been delivered to the Company and its subsidiaries except where such termination would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Other than as a result of the filing of the Chapter 11 Cases, neither the Company and its subsidiaries nor, to the knowledge of the Company and its subsidiaries, any other party to any Material Contract, is in default or breach under the terms thereof except (x) as set forth on Section 4(bb) of the Company Disclosure Schedules, or (y) in each case, for such instances of default or breach that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. For purposes of this Agreement, "**Material Contract**" means any contract necessary for the operation of the business of the Company and its subsidiaries as presently conducted by the Company and its subsidiaries that is a "material contract" (as such term is defined in Item 601(b)(10) of Regulation S-K or required to be disclosed on a current report on Form 8-K).

(z) *No Undisclosed Material Liabilities.* There are no liabilities or obligations of the Company or any of its subsidiaries of any kind whatsoever, whether accrued, contingent, absolute, determined or determinable, other than: (i) liabilities or obligations disclosed and provided for in the Financial Statements (as defined below), (ii) liabilities or obligations incurred in the ordinary course of business since the Reference Date (as defined below) or (iii) liabilities or obligations which would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(aa) *Financial Statements.* The financial statements and the related notes thereto of the Company and its consolidated subsidiaries for the year ending December 31, 2019 and the interim period ending May 31, 2020 (the “**Reference Date**”) provided to the Commitment Parties prior to the date hereof (the “**Financial Statements**”) present fairly in all material respects the consolidated financial position of the Company and its subsidiaries as of the dates indicated and the results of their operations and their cash flows for the periods specified. Such financial statements have been prepared in conformity with IFRS as applied on a consistent basis throughout the periods covered thereby (except as disclosed therein).

(bb) *No representations or warranties by the Company or Australian Administrators.* Except for the representations and warranties expressly set forth in this Section 4 (as modified by the Disclosure Schedules), neither the Company, New Speedcast Parent, the Australian Administrator nor any other person has made, makes or shall be deemed to make any other representation or warranty of any kind whatsoever, express or implied, written or oral, at law or in equity, on behalf of the Company or any other Company Group Entities or any of their respective Affiliates, including any representation or warranty regarding the Company or any other Company Group Entities or any other person, the transactions contemplated by this Agreement or any other matter, and the Company hereby disclaims all other representations and warranties of any kind whatsoever, express or implied, written or oral, at law or in equity, whether made by or on behalf of the Company or any other person, including any of their respective directors, officers, employees, advisors, agents, consultants, attorneys, accountants, financial advisors or other representatives (collectively, in respect of a person, such person’s “**Representatives**”). Except for the representations and warranties expressly set forth in this Section 4 (as modified by the Disclosure Schedules), the Company hereby (a) disclaims and negates any representation or warranty, expressed or implied, at common law, by statute, or otherwise, relating to the condition of the Company Group Entities and any of their respective assets, and (b) disclaims all liability and responsibility for all projections, forecasts, estimates, financial statements, financial information, appraisals, statements, promises, advice, data or information made, communicated or furnished (orally or in writing, including electronically) to the Commitment Parties or any of their Affiliate, Related Funds or Representatives (including any opinion, information, projection, or advice that may have been or may be provided to a Commitment Party by any Representative of the Company Group Entities), including omissions therefrom. Without limiting the foregoing, the Company make no representation or warranty of any kind whatsoever, express or implied, written or oral, at law or in equity, to the Commitment Parties or any of their Affiliates, Related Funds or any Representatives regarding the probable success, profitability or value of the Company Group Entities. For the purposes of this Agreement, (i) “**Affiliate**” means, with respect to any specified person, any other person that, at the time of determination, directly or indirectly through one or more intermediaries, Controls, is Controlled by or is under common Control with such specified person (other than a portfolio company of such person or any entity controlled by such portfolio company), and (ii) “**Control**” means, as to any person, the power to direct or cause the direction of the management and policies of such person, whether through the ownership of voting securities, by contract or otherwise.

Section 5. REPRESENTATIONS AND WARRANTIES OF THE COMMITMENT PARTIES. Each of the Commitment Parties, severally and not jointly, represents and warrants to, and agrees with, the Company as set forth below. Each representation, warranty and agreement is made as of the date hereof.

(a) *Formation.* Such Commitment Party has been duly organized or formed, as applicable, and is validly existing as a corporation or other entity in good standing under the applicable laws of its jurisdiction of organization or formation.

(b) *Power and Authority.* Such Commitment Party has the requisite power and authority to enter into, execute and deliver this Agreement and to perform its obligations hereunder and has taken all necessary action required for the due authorization, execution, delivery and performance by it of this Agreement.

(c) *Execution and Delivery.* This Agreement has been duly and validly executed and delivered by such Commitment Party and constitutes its valid and binding obligation, enforceable against such Commitment Party in accordance with its terms.

(d) *Securities Laws Compliance.* The Direct Investment Shares will not be offered for sale, sold or otherwise transferred by such Commitment Party except pursuant to an effective registration statement under the Securities Act or in a transaction exempt from or not subject to registration under the Securities Act and in accordance with any applicable state securities laws.

(e) *Purchase Intent.* Such Commitment Party is acquiring the Direct Investment Shares for its own account or for the accounts for which it is acting as investment advisors or manager, and not with a view to distributing or reselling such Direct Investment Shares or any part thereof. Such Commitment Party understands that such Commitment Party must bear the economic risk of this investment, and further understands that it is not currently contemplated that any Direct Investment Shares will be registered.

(f) *Investor Status.* Such Commitment Party is (i) an “accredited investor” (as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act) or a qualified institutional buyer within the meaning of Rule 144A of the Securities Act and (ii) a “professional investor” within the meaning of the Corporations Act. Such Commitment Party understands that the Direct Investment Shares are being offered and sold to such Commitment Party in reliance upon specific exemptions from the registration requirements of United States federal and state securities laws and that each of the Company and New Speedcast Parent is relying upon the truth and accuracy of, and such Commitment Party’s compliance with, the representations, warranties, agreements, acknowledgments and understandings of such Commitment Party set forth herein in order to determine the availability of such exemptions and the eligibility of such Commitment Party to acquire such securities. Such Commitment Party has such knowledge and experience in financial and business matters such that it is capable of evaluating the merits and risks of its investment in the Direct Investment Shares. Such Commitment Party understands and is able to bear any economic risks associated with such investment

(including the necessity of holding such shares for an indefinite period of time). Except for the representations and warranties expressly set forth in this Agreement, such Commitment Party has independently evaluated the merits and risks of its decision to enter into this Agreement and disclaims reliance on any representations or warranties, either express or implied, by or on behalf of the Company, the Debtors or New Speedcast Parent. Such Commitment Party acknowledges that it has been afforded the opportunity to ask questions and receive answers concerning the Company Group Entities, New Speedcast Parent and their businesses and operations, and to obtain additional information that it has requested to verify the accuracy of the information contained herein.

(g) *No Conflict.* Assuming the consents referred to in clause 5(h) are obtained, the execution and delivery by such Commitment Party of this Agreement, the compliance by such Commitment Party with all provisions hereof and the consummation of the transactions contemplated hereunder (i) will not result in any violation of the provisions of the organizational documents of such Commitment Party; and (ii) assuming the accuracy of the Company's representations and warranties in Section 4, will not result in any violation of, or any termination or material impairment of any rights under, any statute or any license, authorization, injunction, judgment, order, decree, rule or regulation of any Governmental Entity having jurisdiction over such Commitment Party or any of their properties, except in any such case described in clause (ii), as would not, individually or in the aggregate, reasonably be expected to result in a material adverse effect on the ability of such Commitment Party to perform its obligations under this Agreement.

(h) *Consents and Approvals.* Assuming the accuracy of the Company's representations and warranties in Section 4, no consent, approval, authorization, order, registration or qualification of or with any Governmental Entity having jurisdiction over such Commitment Party or any of its properties is required for the purchase of the Shares by the Commitment Parties hereunder and the execution and delivery by such Commitment Party of this Agreement and performance of and compliance by it with all of the provisions hereof and thereof (and the consummation of the transactions contemplated hereby and thereby), except (i) the entry of the Confirmation Order, (ii) filings, if any, pursuant to the HSR Act and the expiration or termination of all applicable waiting periods thereunder or any applicable notification, authorization, approval or consent under any other Antitrust Laws in connection with the transactions contemplated by this Agreement, (iii) consents, approvals and authorizations from the Federal Communications Commission, state public utility commissions and other similar Government Entities having jurisdiction over the assets, businesses, and operations of the Company and its Subsidiaries; (iv) the filing of any other corporate documents in connection with the transactions contemplated by this Agreement with applicable state filing agencies, (v) such consents, approvals, authorizations, registrations or qualifications as may be required under foreign securities laws, federal securities laws or state securities or Blue Sky laws in connection with the offer and sale of the Direct Investment Shares, (vi) as set forth on Section 4(g) of the Company Disclosure Schedules, and (vii) such consents, approvals, authorizations, registrations or qualifications which are described or provided for in Section 8 or Section 9 or the

absence of which would not, individually or in the aggregate, reasonably be expected to result in a material adverse effect on the ability of such Commitment Party to perform its obligations under this Agreement.

(i) *Sufficiency of Funds.* As of the date hereof, such Commitment Party has access to sufficient immediately available funds and/or capital commitments, and as of the Commitment Funding Deadline such Commitment Party will have sufficient immediately available funds, to make and complete the payment of the aggregate purchase price for Direct Investment Shares on or prior to the Commitment Funding Deadline.

(j) *No Brokers Fee.* Such Commitment Party is not a party to any contract with any person that would give rise to a valid claim against any of the Debtors for a brokerage commission, finder's fee or like payment in connection with the Direct Investment or the sale of the Direct Investment Shares.

(k) *Due Diligence Investigation.* Such Commitment Party acknowledges and represents and warrants to the Company that:

(i) such Commitment Party (a) has completed such inquiries and investigations as it has deemed appropriate into, and, based thereon, has formed an independent judgment concerning, the Company Group Entities and the transactions contemplated by this agreement, and (b) has been furnished with, or given access to, all such projections, forecasts, estimates, appraisals, statements, promises, advice, data or information about the Company Group Entities sufficient to make the agreements hereunder. Such Commitment Party further acknowledges and agrees that (x) the only representations and warranties made by the Company are the representations and warranties expressly set forth in Section 4 (as modified by the Disclosure Schedules) and such Commitment Party has not relied upon any other express or implied representations, warranties or other projections, forecasts, estimates, appraisals, statements, promises, advice, data or information made, communicated or furnished by or on behalf of the Company Group Entities or any of their respective Affiliates or Representatives, including any projections, forecasts, estimates, appraisals, statements, promises, advice, data or information made, communicated or furnished by or through the Company's financial professional advisors, or management presentations, data rooms (electronic or otherwise) or other due diligence information, and that such Commitment Party will not have any right or remedy arising out of any such other representation, warranty or other projections, forecasts, estimates, appraisals, statements, promises, advice, data or information and (y) any claims such Commitment Party may have for breach of any representation or warranty shall be based solely on the representations and warranties of Seller expressly set forth in Section 4 (as modified by the Disclosure Schedules).

(ii) entry by such Commitment Party into this Agreement is as a result of, and in reliance solely upon (i) such Commitment Party's and its Representatives' knowledge, experience, enquiries and advice concerning the Company Group Entities; and (ii) such Commitment Party's due diligence inquiries and investigations, and without the benefit of any inducement, representation or warranty

from any Company Group Entity, the Australian Administrators or their respective Representatives (irrespective of whether or not the due diligence investigation was as full or as exhaustive as such Commitment Party would have wished) other than those expressly set out in this Agreement;

(iii) other than as set out in this Agreement, none of the Company Group Entities, the Australian Administrators or their respective Representatives: (i) has made or makes any representation or warranty as to the accuracy or completeness of any information provided by the Company or any other Company Group Entity, the Australian Administrators or their respective Representatives to such Commitment Party or its Representatives in connection with this Agreement; (ii) accepts any duty of care in relation to such Commitment Party or its Representatives in respect of any such information; or (iii) will be liable to such Commitment Party or its Representatives if, for whatever reason, any information provided by a Company Group Entity, the Australian Administrators or their respective Representatives to such Commitment Party or its Representatives is or becomes inaccurate, incomplete or misleading in any way;

(iv) except as set out in this Agreement, all warranties and representations on the part of the Company and any other Company Group Entities, whether express or implied, statutory or otherwise (including under the *Competition and Consumer Act 2010* (Cth) or the Corporations Act) are, to the fullest extent permitted by law, expressly excluded and the Company Group Entities and the Australian Administrators disclaim all liability in relation to them to the fullest extent permitted by law (on its own behalf and on behalf of the Australian Administrators and their respective Representatives); and

(v) the information provided to such Commitment Party or its Representatives in connection with the Company Group Entities, the Australian Administrators or this Agreement (i) has not been verified, analyzed, audited, tested, assessed or reviewed by any Company Group Entity, the Australian Administrators or their respective Representatives, and (ii) may not constitute all information which may be required by it to make an assessment of the Company Group Entities or any of the transactions contemplated by this Agreement.

Section 6. ADDITIONAL COVENANTS OF THE COMPANY AND MANAGEMENT.
The Company agrees with the Commitment Parties as follows:

(a) *Plan and Disclosure Statement.* The Company shall, and shall cause the other Debtors to: (i) file the motion to approve the Transaction Expenses Order on August 12, 2020, and (ii) file, no later than August 20, 2020, the Plan and a related disclosure statement (the “**Disclosure Statement**”) with the Bankruptcy Court, each on terms consistent with this Agreement and the Plan Term Sheet and the other Restructuring Term Sheets. and otherwise in form and substance reasonably acceptable to the Required Commitment Parties and the Company; (iii) use reasonable best efforts to obtain the entry of an order by the Bankruptcy Court, in form and substance reasonably acceptable to the Company and the Required Commitment Parties, approving the

Disclosure Statement on a conditional basis (the “**Disclosure Statement Order**”) as soon as practicable; (iv) use reasonable best efforts to obtain the entry of a Confirmation Order by the Bankruptcy Court, in form and substance reasonably acceptable to the Required Commitment Parties and the Company; and (v) use reasonable best efforts to obtain the entry of a Transaction Expenses Order by the Bankruptcy Court, in form and substance reasonably acceptable to the Required Commitment Parties and the Company. The Company will provide to the Commitment Parties and their counsel a draft copy of the Plan, the Disclosure Statement, the Disclosure Statement Order and the Confirmation Order and a reasonable opportunity to review and comment on such documents and orders prior to the same being filed with the Bankruptcy Court.

(b) *Support of the Plan.* The Company and the Debtors, as applicable, shall (i) negotiate in good faith the terms of the Plan, Disclosure Statement, the Disclosure Statement Order and the Confirmation Order and such other agreements, documents, motions or filings necessary to implement the Restructuring, and (ii) support and make commercially reasonable efforts to (A) obtain the entry of the Confirmation Order, and (B) take all other actions required under the terms of this Agreement and, once filed, the Plan, consistent with the Bankruptcy Code, the Bankruptcy Rules and the Plan.

(c) *Governance Documents.* The Company shall negotiate in good faith and otherwise use its reasonable best efforts to agree upon, enter into and make effective long-form documents providing for the governance of New Speedcast Parent (it being understood that the certificate of formation, certificate of incorporation, bylaws, or similar organizational documents of New Speedcast Parent shall be subject to Section 6(f) and not this Section 6(c)), on terms consistent with the Governance Term Sheet and as otherwise reasonably agreed by the Company and the Required Commitment Parties; provided that if such long-form documents have not been executed and/or made effective as of the Plan Effective Date then the Governance Term Sheet shall be binding upon the Company and each Commitment Party.

(d) *MIP.* The Company shall negotiate in good faith and otherwise use its reasonable best efforts to agree upon, enter into and make effective long-form documents on terms consistent with the Management Co-Investment and Incentive Plan Term Sheet and as otherwise reasonably agreed by the Company and the Required Commitment Parties; provided that if such long-form documents have not been executed and/or made effective as of the Plan Effective Date then the Management Co-Investment and Incentive Plan Term Sheet shall be binding upon the Company.

(e) *Executive Employment Agreements.* The Company shall negotiate in good faith and otherwise use its reasonable best efforts to agree upon, enter into and make effective long-form documents on terms consistent with the Executive Employment Agreement Term Sheet unless otherwise agreed by the Company, New Speedcast Parent and Required Commitment Parties.

(f) *Other Restructuring Documents.* The Company shall negotiate in good faith and otherwise use its reasonable best efforts to agree upon, enter into and make effective such other agreements, instruments, documents, motions and/or filings as may

be necessary or advisable to effectuate the terms of the Restructuring Term Sheets (collectively and together with the Plan, the “**Restructuring Documents**”), in each case on terms consistent in all material respects with this Agreement and the Restructuring Term Sheets and otherwise in form and substance reasonably acceptable to the Required Commitment Parties and the Company; provided that in addition to the foregoing requirements, unless otherwise agreed by the Required Commitment Parties, the certificate of formation, certificate of incorporation, bylaws, or similar organizational documents of New Speedcast Parent shall be on terms consistent with the Governance Term Sheet and shall not contain any material governance terms that are not included in the Governance Term Sheet.

(g) *Consultation and Cooperation.* The Company will, and will cause the other Company Parties to, deliver to Wachtell, Lipton, Rosen & Katz and any other counsel to a Commitment Party (to the extent practicable) as soon as available but no later than two Business Days prior to filing, copies of all proposed non-ministerial or non-administrative pleadings, motions, applications, orders and other documents to be filed by or on behalf of the Company Parties with the Bankruptcy Court in the Chapter 11 Cases, and shall consult in good faith with Wachtell, Lipton, Rosen & Katz and any other counsel to a Commitment Party and the other advisors to the Commitment Parties regarding the form and substance of any such document. The Plan, the Disclosure Statement, the Disclosure Statement Order, the Confirmation Order, the other Restructuring Documents shall be in form and substance reasonably acceptable to the Required Commitment Parties and the Company.

(h) *Share Legend.* Each certificate evidencing Direct Investment Shares issued hereunder and each certificate issued in exchange for or upon the transfer of any such shares, shall be stamped or otherwise imprinted with a legend (the “**Legend**”) in substantially the following form:

“THE SECURITIES REPRESENTED BY THIS CERTIFICATE WERE ORIGINALLY ISSUED ON [DATE OF ISSUANCE], HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “**ACT**”), OR ANY OTHER APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR AN AVAILABLE EXEMPTION FROM REGISTRATION THEREUNDER.”

In the event that any such Direct Investment Shares are uncertificated, such Direct Investment Shares shall be subject to a restrictive notation substantially similar to the Legend in the stock ledger or other appropriate records maintained by New Speedcast Parent or agent and the term “**Legend**” shall include such restrictive notation. New Speedcast Parent shall remove the Legend (or restrictive notation, as applicable) set forth above from the certificates evidencing any such Direct Investment Shares (or the share register or other appropriate New Speedcast Parent records, in the case of uncertificated shares), upon request, at any time after the restrictions described in such Legend cease to be applicable, including, as applicable, when such Direct Investment Shares may be sold under Rule 144 of the Securities Act. New Speedcast Parent may reasonably request such

certificates or other factual evidence that such restrictions no longer apply as a condition to removing the Legend.

(i) *Approvals.* Except as set forth in this Agreement or with the prior written consent of the Required Commitment Parties, during the period from the date of this Agreement to the earlier of the Plan Effective Date and the date on which this Agreement is terminated in accordance with its terms, the Company shall, and shall (to the extent applicable) cause the other Company Group Entities to, use reasonable best efforts to take all actions and prepare and file as promptly as practicable (and in the case of any filings required under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder (the “**HSR Act**”), within ten (10) Business Days of this Agreement or of any Joinder with respect to such Joining Party), all necessary documentation (including by reasonably cooperating with the Commitment Parties as to the appropriate time of filing such documentation and its content) and to effect all applications that are necessary or advisable in connection with seeking any approval, clearance, exemption or authorization from any Governmental Entity, including without limitation, DCSA, CFIUS, ASIC (if applicable) and ASX, and under any Antitrust Laws, so as to consummate and make effective the Restructuring or to otherwise waive the requirement for the Company to obtain shareholder approval, including the transactions contemplated by this Agreement no later than the Outside Date. To the extent permitted by applicable law, the Company shall promptly notify the Commitment Parties (and furnish to them copies of, if requested) of any communications from Governmental Entities and shall not participate in any meeting or discussion with any such authority unless it consults with Wachtell, Lipton, Rosen & Katz and any other counsel to a Commitment Party, on behalf of the Commitment Parties, in advance to the extent permitted by applicable law and gives Wachtell, Lipton, Rosen & Katz and any other counsel to a Commitment Party, on behalf of the Commitment Parties, reasonable prior notice of the meeting or discussion and the opportunity to attend and participate thereat. The Company shall not, and shall cause the other Company Group Entities not to, take any action that impedes or materially delays, or is reasonably likely to materially impede or delay, the ability of the Parties to obtain any necessary approvals required for the transactions contemplated by this Agreement by the Outside Date. The Company shall, and shall cause the other Company Group Entities to, take any and all necessary steps to resolve as soon as reasonably practicable any inquiry or investigation by any Government Entity relating to the transactions contemplated by this Agreement. In connection with any such inquiry or investigation, the Company further agrees to supply as promptly as reasonably practicable any additional information and documentary material that may be requested or required pursuant to applicable law, including any Antitrust Law. The Company shall not withdraw their HSR Act filings, or any filings necessary to consummate the transactions contemplated by this Agreement, enter into any agreements to extend any HSR Act waiting period or enter into any agreements not to consummate or delay consummation of the transactions contemplated by this Agreement without the prior written consent of the Required Commitment Parties, other than as contemplated in Section 11(a) of this Agreement. Notwithstanding the foregoing, the Company shall not, and shall cause the other Company Group Entities not to, make, agree to or accept any offer, acceptance or counter-offer with any Governmental Entity

with respect to any proposed settlement, consent decree, commitment or remedy, except as specifically agreed to with the Required Commitment Parties. For purposes of this Agreement, “**Antitrust Laws**” means the HSR Act, the Sherman Act, as amended, the Clayton Act, as amended, the Federal Trade Commission Act, as amended, and all other applicable laws that are designed or intended to prohibit, restrict or regulate actions or transactions having the purpose or effect of monopolization or restraint of trade or lessening of competition through merger or acquisition or effectuating foreign investment.

(j) *Conduct of Business.* Before and through the Plan Effective Date, except as (A) expressly set forth herein, (B) expressly provided in the Plan, any order entered by the Bankruptcy Court or in connection with the Australian Insolvency Proceedings, or (C) with the express written consent of the Required Commitment Parties (such consent not to be unreasonably withheld, conditioned or delayed), the Company shall, and shall cause the other Company Group Entities to, (i) except to the extent inconsistent with the Bankruptcy Code or the DIP Credit Agreement, carry on its business in the ordinary course based on historical practices and the operations contemplated in the Company’s existing business plan (as may be updated in the ordinary course from time to time with the consent of the Required Commitment Parties), (ii) preserve intact their current business organization (including by not taking or failing to take any action that would cause a change to the tax status or classification of any Company Group Entity), (iii) use commercially reasonable efforts to keep available the services of their current executive officers and key employees, and (iv) use commercially reasonable efforts to preserve their relationships with material customers, suppliers, licensors, licensees, distributors and others having material business dealings with the Company Group Entities. Notwithstanding anything to the contrary contained herein, any action taken, or omitted to be taken, by the Company or any other Company Group Entity (a) in connection with the Australian Insolvency Proceedings or any other insolvency process in any jurisdiction in relation to the Company Group Entities, in each case, as may be necessary or advisable to effect the Restructuring or (b) any action taken, or omitted to be taken, by the Company Group Entities pursuant to any law, directive, pronouncement or guideline providing for business closures, “sheltering-in-place” or other restrictions that relates to, or arises out of, the COVID-19 pandemic (collectively, a “**COVID-19 Response**”) shall in no event constitute a breach of this Section 6(j).

(k) *Access to Information.* The Company shall (i) afford the Commitment Parties and their respective representatives upon reasonable request and reasonable notice, from the period commencing on the date hereof and through the Plan Effective Date, reasonable access, during normal business hours and without unreasonable disruption or interference with the Company’s business or operations, to the Company’s employees, advisors, properties, books, contracts and records and (ii) during such period, furnish promptly to such parties all reasonable information concerning the Company’s business, properties and personnel and Tax profile, including the Tax structure and Tax attributes of the Company Group Entities, as may reasonably be requested by any such party, and directly related to a stated purpose for such request, including tax and financial analyses conducted by the Company and its advisors to the extent such analyses may be relevant to the Commitment Parties’ Direct Investment and participation in the

transactions contemplated by this Agreement and (iii) during such period, keep the Commitment Parties reasonably informed of any pending or threatened legal, governmental or regulatory investigations, actions, suits or proceedings and any internal investigations relating to any potential or alleged violation of any applicable law or statute or any judgment, order, rule or regulation of any Governmental Entity; *provided* that the foregoing shall not require the Company (x) to permit any inspection, or to disclose any information, that in the reasonable judgment of the Company would cause the Company to violate any of its obligations with respect to confidentiality to a third party, (y) to disclose any legally privileged or commercially sensitive information of the Company or (z) to violate any applicable laws or orders; *provided, further*, that in such instances the Company shall to the extent permitted by applicable laws inform the Commitment Parties of the general nature of the information being withheld and, if a Commitment Party requests, exercise commercially reasonable efforts to provide such information, in whole or in part, in a manner that would not result in any of the outcomes described in preceding proviso; *provided, further*, that the Commitment Parties shall, as a condition to such access, enter into customary access letters at the request of the Company and its advisors. Notwithstanding anything to the contrary contained herein, the Company shall be deemed not to have violated or breached this Section 6(k) to the extent such breach is the consequence of actions reasonably taken by the Company in connection with a COVID-19 Response; provided, that the Company shall, to the extent legally permissible, reasonably necessary and practicable, make appropriate substitute arrangements.

(l) *Further Assurances.* Without in any way limiting any other obligation of the Company in this Agreement, the Company shall use commercially reasonable efforts to take or cause to be taken all actions, and do or cause to be done all things, reasonably necessary, and as any Commitment Party may reasonably request, in order to consummate and make effective the transactions contemplated by this Agreement. The Company furthermore agrees that it shall perform, and cause the other Company Group Entities to perform, any and all of its covenants, agreements and obligations under this Agreement and not take any actions that would be inconsistent with such obligations.

(m) *Tax Treatment.* The Backstop Commitment Fee shall be treated as a “put premium” paid to the applicable Commitment Parties, for all U.S. federal income Tax purposes (and, to the extent applicable, for state, local and non-U.S. Tax purposes), and such amount shall not be subject to set off or deduction in respect of withholding Taxes, except as otherwise required by a change in applicable law after the date of this Agreement.

(n) *Appointment of Australian Administrators.* The Parties hereby acknowledge and agree that, after the date hereof, the Company may appoint one or more administrators of the Company (an “**Australian Administrator**”), *provided* that prior to the appointment of an Australian Administrator, the Company shall consult in good faith with the Commitment Parties regarding the necessity and desirability of such appointment; *provided, however*, that such consultation shall not be deemed to constrain the free exercise of business judgment by the board of directors of the Company in accordance with their fiduciary duties. The Parties agree to (i) cooperate with, and take

all measures reasonably necessary to support, any such appointment of an Australian Administrator, (ii) that the terms of this Agreement concerning or otherwise applicable to an "Australian Administrator" shall apply as between the Parties with respect to such Australian Administrator following any such appointment, and (iii) take all steps reasonably necessary to effect and support a deed of company arrangement or other arrangements satisfactory to such Australian Administrators giving effect to the Plan.

Section 7. ADDITIONAL COVENANTS OF THE COMMITMENT PARTIES. Each of the Commitment Parties agrees, severally and not jointly, with the Company and each other Commitment Party:

(a) *Approvals.* Except as set forth in this Agreement or with the prior written consent of the Company, during the period from the date of this Agreement to the earlier of the Plan Effective Date and the date on which this Agreement is terminated in accordance with its terms, each Commitment Party shall use reasonable best efforts to take all actions and prepare and file as promptly as practicable, and in the case of any filings required under the HSR Act within ten (10) Business Days of this Agreement or Joinder with respect to such Joining Party, all necessary documentation (including by reasonably cooperating with the Company and each other Commitment Party as to the appropriate time of filing such documentation and its content) and to effect all applications that are necessary or advisable in connection with seeking any governmental approval, clearance, exemption or authorization from any Governmental Entity, including without limitation, DCSA and CFIUS, and under any Antitrust Laws, so as to consummate and make effective the transactions contemplated by this Agreement no later than the Outside Date. To the extent permitted by applicable law, each Commitment Party shall promptly notify the Company and any other Commitment Party subject to the same filing or notice before any Governmental Entity (a "**Joint Commitment Party**") (and furnish to the Company and any Joint Commitment Party copies of, if requested) of any communications from any Government Entity and shall not participate in any discussion or meeting with any such Government Entity unless it consults with the Company and any Joint Commitment Party in advance and gives the Company and any Joint Commitment Party reasonable prior notice of the meeting or discussion and the opportunity to attend and participate thereat. No Commitment Party shall take any action that is intended or reasonably likely to materially impede or delay the ability of the Parties to obtain any necessary approvals required for the transactions contemplated by this Agreement by the Outside Date. The Commitment Parties shall, and shall cause their Affiliates to, take any and all necessary steps to resolve as soon as reasonably practicable any inquiry or investigation by any Government Entity relating to the transactions contemplated by this Agreement. In connection with any such inquiry or investigation, the Commitment Parties further agree to supply as promptly as reasonably practicable any additional information and documentary material that may be requested or required pursuant to applicable law, including any Antitrust Law. The Commitment Parties shall not withdraw their HSR Act filings, or any filings necessary to consummate the transactions contemplated by this Agreement, enter into any agreements to extend any HSR Act waiting period or enter into any agreements not to consummate or delay consummation of the transactions contemplated by this Agreement without the prior written consent of the Company, other than as contemplated in Section 11(a) of this

Agreement. Neither the Commitment Parties nor their respective Related Parties (as defined below) shall be required to (i) propose, negotiate, commit to and effect, by consent decree, hold separate order or otherwise, the sale, divestiture or disposition of, or prohibition or limitation on the ownership, equity interest, or operation by the Commitment Parties or any of their respective Related Parties of any portion of the business, properties or assets of the Company, Commitment Parties or any of their respective Related Parties, nor shall any Commitment Party make any offer, acceptance or counter-offer to or otherwise engage in negotiations or discussions with any Governmental Entity with respect to any such action without the written consent of the Required Commitment Parties, or (ii) initiate and/or participate in any proceedings, whether judicial or administrative, in order to (a) oppose or defend against any action by any Governmental Entity to prevent or enjoin the consummation of the transactions contemplated by this Agreement, and/or (b) take such action to overturn any regulatory action by any Governmental Entity to block consummation of the transactions contemplated by this Agreement, including by defending any suit, action or other legal proceeding brought by any Governmental Entity in order to avoid the entry of, or to have vacated, overturned or terminated, any decree, judgment, injunction or other order, whether temporary, preliminary or permanent, resulting from any suit, action or other legal proceeding; provided, that the Commitment Parties shall be required to propose, negotiate, commit to and effect, by consent decree, hold separate order or otherwise, the sale, divestiture or disposition of the business, properties or assets of the Company, or prohibition or limitation on the ownership, equity interest, or operation by the Commitment Parties of the Company; provided, further, that any such sale, divestiture, disposition, prohibition or limitation (A) is conditioned on the occurrence of, and shall become effective only from and after, the Plan Effective Date and (B) will not, in the aggregate, have a material and adverse effect on the Company and its subsidiaries or their respective assets, liabilities or operations, or on the value of the Direct Investment Shares.

(b) *Support of Plan.* Each Commitment Party agrees, severally and not jointly, that, prior to the earlier to occur of (x) the Plan Effective Date and (y) the termination of this Agreement in accordance with its terms, that it shall, (i) negotiate in good faith the terms of the Plan, Disclosure Statement, the Disclosure Statement Order and the Confirmation Order and such other agreements, documents, motions or filings necessary to implement the Restructuring and (ii) use its reasonable best efforts to cause its controlled Affiliates to agree to: (A) timely vote or cause to be voted all of its Claims owned or controlled by it to accept the Plan by timely delivering a duly executed and completed ballot or ballots, as applicable, accepting the Plan; (B) not change or withdraw such vote or exercise (or cause or direct such vote or exercise to be changed or withdrawn); (C) consent to the treatment of all Claims and Interests in the Debtors as set forth in the Plan; and (D) not object to or otherwise commence any proceeding or take any other action opposing any of the terms of the Disclosure Statement or the Plan or this Agreement or that is inconsistent with or would materially delay or impede the consummation of the Plan or the transactions contemplated by this Agreement, unless, in each case, the Plan is modified in a manner that violates the terms of this Agreement.

(c) *Governance Documents.* Each Commitment Party shall negotiate in good faith and otherwise use its reasonable best efforts to agree upon, enter into and make

effective long-form documents providing for the governance of New Speedcast Parent (it being understood that the certificate of formation, certificate of incorporation, bylaws, or similar organizational documents of New Speedcast Parent shall be subject to Section 7(f) and not this Section 7(c)), on terms consistent with the Governance Term Sheet and as otherwise reasonably agreed by the Company and the Required Commitment Parties; provided that if such long-form documents have not been executed and/or made effective as of the Plan Effective Date then the Governance Term Sheet shall be binding upon the Company and each Commitment Party.

(d) *MIP*. Each Commitment Party shall negotiate in good faith and otherwise use its reasonable best efforts to agree upon, enter into and make effective long-form documents on terms consistent with the Management Co-Investment and Incentive Plan Term Sheet and as otherwise reasonably agreed by the Company and the Required Commitment Parties; provided that if such long-form documents have not been executed and/or made effective as of the Plan Effective Date then the Management Co-Investment and Incentive Plan Term Sheet shall be binding upon the Company.

(e) *Executive Employment Agreements*. Each Commitment Party shall negotiate in good faith and otherwise use its reasonable best efforts to agree upon, enter into and make effective long-form documents on terms consistent with the Executive Employment Agreement Term Sheet or as otherwise reasonably agreed by Company, New Speedcast Parent and the Required Commitment Parties.

(f) *Restructuring Documents*. Each Commitment Party shall negotiate in good faith and otherwise use its reasonable best efforts to agree upon, enter into and make effective the Restructuring Documents, in each case on terms consistent in all material respects with this Agreement and the Restructuring Term Sheets and otherwise in form and substance reasonably acceptable to the Company and the Required Commitment Parties; provided that in addition to the foregoing requirements, unless otherwise agreed by the Required Commitment Parties, the certificate of formation, certificate of incorporation, bylaws, or similar organizational documents of New Speedcast Parent shall be on terms consistent with the Governance Term Sheet and shall not contain any material governance terms that are not included in the Governance Term Sheet.

Section 8. CONDITIONS TO THE OBLIGATIONS OF THE COMMITMENT PARTIES. The obligations of each Commitment Party to purchase its respective Direct Investment Shares on the Plan Effective Date are subject to the satisfaction of the following conditions (unless waived by the Required Commitment Parties):

(a) *Plan and Confirmation Order*. The Plan, the Disclosure Statement, the Confirmation Order and the Disclosure Statement Order, as entered by the Bankruptcy Court, shall each be in the form and substance reasonably acceptable to the Debtors and the Required Commitment Parties, and, in the case of the Confirmation Order and the Disclosure Statement Order, shall be final, non-appealable and not subject to any stay as of the Plan Effective Date.

(b) *Conditions to the Plan.* The conditions to the occurrence of the Plan Effective Date set forth in the Plan shall have been satisfied or waived in accordance with the terms thereof and, concurrent with the consummation of the Direct Investment contemplated hereunder, the Plan and the Plan Effective Date shall have occurred or be deemed to have occurred.

(c) *Approvals.* (i) Any waiting period (and any extensions thereof) applicable to consummate the transactions contemplated by this Agreement under the HSR Act shall have expired or been terminated and (ii) all orders, notifications, approvals, clearances, waivers, exemptions, declarations, authorizations and consents of any Governmental Entity as required to consummate the transactions contemplated by this Agreement shall have been issued, made, or obtained, as applicable.

(d) *Commitment Funding Notice.* The Commitment Parties shall have received a Commitment Funding Notice in accordance with Section 1(b).

(e) *Valid Issuance.* The Direct Investment Shares shall be, upon (i) payment of the Aggregate Purchase Price as provided herein and (ii) the Plan Effective Date, validly issued and outstanding, and free and clear of all Taxes, liens, pre-emptive rights, rights of first refusal, subscription and similar rights, except as set forth herein or created or otherwise imposed by any Commitment Party, and other than liens pursuant to applicable securities laws.

(f) *No Restraint.* No judgment, injunction, decree or other legal restraint shall be in effect that prohibits the consummation of the Plan, the Restructuring, the Direct Investment or the transactions contemplated hereby or thereby.

(g) *Representations and Warranties.*

(i) The representations and warranties of the Company contained in Sections 4(a), (b), (c), (e) and (f)(ii) that are qualified as to materiality shall be true and correct, and those not so qualified shall be true and correct in all material respects on and as of the date hereof and on and as of the Plan Effective Date as if made on and as of such date (or, to the extent made as of a specific date, as of such date); and

(ii) all other representations and warranties of the Company contained in Section 4 shall be true and correct (without giving effect to any qualification set forth therein as to “materiality”, “Material Adverse Effect” or other qualifications based on the word “material” or similar phrases) on and as of the date hereof and on and as of the Plan Effective Date as if made on and as of such date (or, to the extent made as of a specific date, as of such date), except, where the failure of such representations and warranties to be so true and correct does not have, and would not reasonably be expected to have, a Material Adverse Effect.

(h) *Covenants.* The Company shall have performed and complied in all material respects with all obligations and agreements required in this Agreement to be performed or complied with by it prior to the Plan Effective Date.

(i) *Material Adverse Effect.* Since the date hereof, there shall not have occurred a Material Adverse Effect. For the purposes of this Agreement, “**Material Adverse Effect**” shall mean a material and adverse effect on, and/or changes that would reasonably be expected to result in a material and adverse effect with respect to, (a) the business, operations, properties, assets or condition (financial or otherwise) of the Company Group Entities, taken as a whole, except to the extent arising from or attributable to: (i) any change in global, national or regional political conditions or in the general business, market, financial or economic conditions affecting the industries, regions and markets in which the Company Group Entities operate, (ii) any change arising in connection with, hostilities, acts of war, sabotage or terrorism or military actions or any escalation or material worsening of any such hostilities, acts of war, sabotage or terrorism or military actions, whether commenced before or after the date hereof and whether or not pursuant to the declaration of a national emergency or war, (iii) the announcement of this Agreement, (iv) changes in the market price or trading volume of the claims or equity or debt securities of the Company (but not the underlying facts giving rise to such changes unless such facts are otherwise excluded pursuant to the clauses contained in this definition), (v) changes in the United States or foreign securities or financial markets in general (including any decline in the price of securities generally or any market or index), (vi) any change that generally affects any industry in which the Company Group Entities operate, (vii) the occurrence of any act of God or other calamity or force majeure event (whether or not declared as such), including any civil disturbance, embargo, natural disaster, fire, flood, hurricane, tornado, or other weather event, (viii) any changes in applicable laws generally applicable to any industry in which the Company Group Entities operate or International Financial Reporting Standards (“**IFRS**”) (or other relevant accounting rules), (ix) any change resulting from the pendency of or emergence from the Chapter 11 Cases, actions taken in connection with the Chapter 11 Cases, or any reasonably anticipated effects of such pendency, emergence or actions, or from any action approved by the Bankruptcy Court, (x) any change resulting from the entry into this Agreement, compliance with terms of this Agreement or the consummation of the transactions contemplated hereby, (xi) changes in actual or threatened pandemics (including COVID-19 or SARS-CoV-2 virus or any mutation or variation thereof), any Governmental Authority or public-health authority’s response to any actual or threatened pandemics (including any government mandated shutdown, restrictions on travel or requirement to shelter at home), or any loss of customers, suppliers orders or contracts in connection with any actual or threatened pandemics, (xii) any failure, in and of itself, by the Company Group Entities to meet any internal or published projections, forecasts, predictions or guidance relating to revenues, income, cash position, cash-flow or other financial measure (but not the underlying facts giving rise to such changes unless such facts are otherwise excluded pursuant to the clauses contained in this definition) (except, in the cases of (i), (ii), (v), (vi), (vii), (viii), and (xi) to the extent the Company Parties, taken as a whole, are disproportionately impacted thereby relative to other entities operating in the same industry or industries in which the

Company Parties operate) or (b) the ability of the Company Parties to perform their material obligations under this Agreement.

(j) *Transaction Expenses.* The Company Parties shall have paid, to the extent required hereunder, all Transaction Expenses that have been invoiced to any of the Company Parties at least two (2) Business Days prior to the Plan Effective Date.

(k) *Authorized Capital.* Upon the Plan Effective Date, the authorized capital of New Speedcast Parent shall be sufficient to issue all of the Direct Investment Shares consistent with the terms of this Agreement, the Plan and the Disclosure Statement and the issued and outstanding Direct Investment Shares of New Speedcast Parent shall be consistent with the terms of the Plan and the Disclosure Statement.

(l) *ASX and ASIC waiver or confirmation.* If approval of the transactions contemplated by this Agreement is required by the shareholders of the Company under the ASX Listing Rules or the Corporations Act, (i) copies of all proposed waiver or confirmation applications to be filed on behalf of the Company with ASX or ASIC shall, before filing thereof, be in form and substance reasonably acceptable to the Company and Required Commitment Parties; (ii) the Company has received a waiver of the requirement for shareholder approval from the ASX or ASIC (as applicable) or confirmation from the ASX or ASIC (as applicable) that such approval of the transactions contemplated by this Agreement by the shareholders of the Company is not required, and such waiver or confirmation is not revoked or withdrawn; and (iii) if such waiver or confirmation is subject to any conditions, any such conditions are satisfied.

(m) *Deed of Company Arrangement or Other Arrangement.* If the Company shall have appointed one or more Australian Administrators, the Company and the Australian Administrators shall have entered into, and fully effectuated, a deed of company arrangement under Part 5.3A of the Corporations Act, or entered into and completed any other agreement or arrangement to give effect to the Plan, which in all cases shall be in form and substance reasonably acceptable to the Company and the Required Commitment Parties.

(n) *Exit from Deed of Cross Guarantee.* The Company has taken all necessary steps, including making all necessary filings to ASIC (if applicable), to release the wholly-owned subsidiaries of the Company from any deed of cross guarantee to which the Company and any wholly-owned subsidiaries of the Company are party pursuant to ASIC Corporations (Wholly-owned Companies) Instrument 2016/785 or ASIC Class Orders [CO 98/1418], [CO 91/996], [CO92/770], [CO93/1370], [CO 94/1862] or [CO 95/1530].

(o) *Executive Employment.* Each of Peter Shaper and Joe Spytek shall have delivered (i) signature page counterparts of their respective Executive Employment Agreement, which Executive Employment Agreement shall be in form and substance consistent with the applicable Executive Employment Agreement Term Sheet or otherwise reasonably acceptable to the Company, New Speedcast Parent, the Required Commitment Parties, and Peter Shaper or Joe Spytek (as applicable) and (ii) a written

affirmation that as of the Plan Effective Date he has no plan or intention of resigning as Chief Executive Officer of New Speedcast Parent, in the case of Peter Shaper, or President and Chief Commercial Officer of New Speedcast Parent, in the case of Joe Spytek .

(p) *FCPA.* The Required Commitment Parties are reasonably satisfied with the Company Group Entities' compliance with the FCPA and the anti-bribery laws and regulations of any applicable non-U.S. jurisdiction and the Company Parties' internal controls with respect to such compliance, it being understood that (A) any liability or monetary impact arising from such matters that exceeds or is reasonably likely to exceed \$15,000,000 in the aggregate, and/or (B) any non-monetary effect or condition arising out of such matters that is, or is reasonably expected to have, a Material Adverse Effect shall constitute reasonable cause for the Required Commitment Parties not to be so satisfied.

Section 9. CONDITIONS TO THE OBLIGATIONS OF THE COMPANY. The obligations of the Company to consummate the transactions contemplated hereby on the Plan Effective Date with respect to each Commitment Party are subject to satisfaction of the following conditions (unless waived by the Company), except where the failure to satisfy any such condition is the result of a failure by the Company to comply with this Agreement:

(a) *Plan and Confirmation Order.* The Plan and the Confirmation Order, as entered by the Bankruptcy Court, shall each be in the form and substance reasonably acceptable to the Debtors and the Required Commitment Parties, and in the case of the Confirmation Order, shall not be subject to any stay as of the Plan Effective Date.

(b) *Conditions to the Plan.* The conditions to the occurrence of the Plan Effective Date set forth in the Plan and the Confirmation Order shall have been satisfied or waived in accordance with the terms thereof and, concurrent with the consummation of the Direct Investment contemplated hereby, the Plan and the Plan Effective Date shall have occurred or be deemed to have occurred.

(c) *Funding Amount.* The applicable Commitment Party shall have wired its Funding Amount into the Escrow Account or, in the case of a Defaulting Commitment Party, the non-defaulting Commitment Parties have assumed and funded in full into the Escrow Account such Defaulting Commitment Party's Funding Amount pursuant to Section 3.

(d) *Approvals.* (i) Any waiting period (and any extensions thereof) applicable to consummate the transactions contemplated by this Agreement under the HSR Act shall have expired or been terminated and (ii) all orders, notifications, approvals, clearances, waivers, exemptions, declarations, authorizations and consents of any Governmental Entity as required to consummate the transactions contemplated by this Agreement shall have been issued, made, or obtained, as applicable.

(e) *No Restraint.* No judgment, injunction, decree or other legal restraint shall prohibit the consummation of the Plan, the Restructuring, the Direct Investment or the transactions contemplated hereby.

(f) *Representations and Warranties.* The representations and warranties of the applicable Commitment Party (for the avoidance of doubt, excluding any Defaulting Commitment Party) set forth in this Agreement shall be true and correct on and as of the Plan Effective Date as if made on and as of the Plan Effective Date (or, to the extent given as of a specific date, as of such date) except as would not, individually or in the aggregate, reasonably be expected to result in a material adverse effect on the ability of the applicable Commitment Party to perform its obligations under this Agreement.

(g) *Covenants.* The applicable Commitment Party (for the avoidance of doubt, excluding any Defaulting Commitment Party) shall have performed and complied in all material respects with all obligations and agreements required by this Agreement to be performed or complied with by such Commitment Party on or prior to the Plan Effective Date.

(h) *ASX and ASIC waiver or confirmation.* If approval of the transactions contemplated by this Agreement is required by the shareholders of the Company under the ASX Listing Rules or the Corporations Act, (i) the Company has received a waiver of the requirement for shareholder approval from the ASX or ASIC (as applicable) or confirmation from the ASX or ASIC (as applicable) that such approval of the transactions contemplated by this Agreement by the shareholders of the Company is not required, and such waiver or confirmation is not revoked or withdrawn; and (ii) if such waiver or confirmation is subject to any conditions, any such conditions are satisfied.

(i) *Deed of Company Arrangement or Other Arrangements.* If the Company shall have appointed one or more Australian Administrators, the Company and the Australian Administrators shall have entered into, and fully effectuated a deed of company arrangement under Part 5.3A of the Corporations Act, or entered into and completed any other agreement or arrangement to give effect to the Plan, which in all cases shall be in form and substance reasonably acceptable to the Company and the Required Commitment Parties.

(j) *Exit from Deed of Cross Guarantee.* The Company has taken all necessary steps, including making all necessary filings to ASIC (if applicable), to release the wholly-owned subsidiaries of the Company from any deed of cross guarantee to which the Company and any wholly-owned subsidiaries of the Company are party pursuant to ASIC Corporations (Wholly-owned Companies) Instrument 2016/785 or ASIC Class Orders [CO 98/1418], [CO 91/996], [CO92/770], [CO93/1370], [CO 94/1862] or [CO 95/1530].

Section 10. SURVIVAL OF REPRESENTATIONS AND WARRANTIES; LIMITATIONS ON CLAIMS AGAINST COMPANY.

(a) The representations, warranties, covenants and agreements contained in this Agreement will not survive the Plan Effective Date, such that no claim for breach of, or otherwise related to, any such representation, warranty, covenant or agreement or detrimental reliance or other right or remedy (whether in contract, in tort or at law or in equity) may be brought after the Closing with respect thereto against the Company, and there shall be no liability in respect thereof after the Closing, whether such liability has accrued prior to, on or after the Closing; provided, however, that covenants and agreements that by their terms are to be satisfied after the Plan Effective Date by New Speedcast Parent shall survive until satisfied in accordance with their terms.

(b) Neither the Company nor any other Company Group Entity accepts any duty of care in relation to a Commitment Party in respect of any disclosure or the provision of any information to a Commitment Party.

(c) Without in any way limiting this Section 10, subject to any law to the contrary, and to the maximum extent permitted by law, except for any breach of this Agreement or as otherwise expressly set forth herein, the Company and each other Company Group Entity disclaims all liability for any loss suffered by any person arising out of, in connection with or as a result of, any negligence, default or lack of care on the part of the Company or any other Company Group Entities.

(d) To the maximum extent permitted by applicable law, each Commitment Party agrees not to make, and releases any right it may have to make, against any Company Group Entity, any claim based on the Australian Consumer Law (including sections 4, 18 and 29 of the Competition and Consumer Act 2010 (Cth)) or based on any corresponding provision of any state or territory legislation, or on a similar provision under any other law, for any act or omission concerning the Company Group Entities or for any statement or representation about any of those things which is not expressly contained in this Agreement.

Section 11. TERMINATION.

(a) *Termination.* This Agreement may be terminated prior to the Plan Effective Date by (i) by the mutual written consent of the Company and the Required Commitment Parties or (ii) either the Company or the Commitment Parties if the Plan Effective Date has not occurred on or prior to December 11, 2020 (the “**Outside Date**”); provided, that the Outside Date shall be extended automatically by two (2) months (or, if not a Business Day, to the first Business day thereafter) on up to two (2) occasions, if as of the unextended Outside Date the conditions set forth in Sections 8(c) and 9(d) have not been satisfied and all other conditions set forth in Sections 8 and 9 (except for those conditions that by their nature are to be satisfied only at the Plan Effective Date, provided that such conditions remaining capable of satisfaction) have been satisfied; provided, that if, as of ten (10) Business Days prior to the unextended Outside Date, (A) the conditions set forth in Sections 8(c) and 9(d) have been satisfied with respect to Commitment Parties allocated at least 35% of the Direct Investment Shares on **Schedule 1** and (B) either (1) the Commitment Parties as to which the conditions set forth in Sections 8(c) and 9(d) are not satisfied are allocated less than 35% of the Direct Investment Shares on **Schedule 1**

or (2) the Company reasonably determines that the conditions set forth in Sections 8(c) and 9(d) are reasonably likely not to be satisfied with respect to one or more of the remaining Commitment Parties even if all remaining extensions of the Outside Date pursuant to this Section 11(a) are given effect, then the Company shall immediately notify the Commitment Parties of such determination, and if, after such notification is given, on or prior to the fifth Business Day prior to the unextended Outside Date, one or more of the Commitment Parties referred to in clause (A) have agreed to assume the Equity Commitments of the Commitment Parties referred to in clause (B), then the Commitment Parties referred to in clause (B) shall be deemed to be Defaulting Commitment Parties for purposes of Section 3 and the Outside Date shall not be extended.

(b) *Termination by the Required Commitment Parties.* Prior to the Plan Effective Date, the Required Commitment Parties may terminate this Agreement by three (3) days prior written notice to the Company upon the occurrence and during the continuance of any of the following:

(i) upon the breach in any material respect by the Company of any of the undertakings, representations, warranties or covenants of the Company set forth herein, and such breach or inaccuracy would, individually or in the aggregate, result in a failure of a condition set forth in Section 7(e) if continuing on the Plan Effective Date, and which is incurable or, if curable, remains uncured by the earlier of (1) ten (10) Business Days after the receipt of written notice of such breach from any of the Required Commitment Parties pursuant to this Section 11 and in accordance with Section 12 (as applicable) and (2) the Business Day before the Outside Date; *provided* that the Commitment Parties shall not have the right to terminate this Agreement pursuant to this Section 11 if any Commitment Party is then in breach of any representation, warranty, covenant or other agreement hereunder that would result in the failure of any condition set forth in Section 9 not being satisfied;

(ii) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any final and nonappealable ruling, judgment or order enjoining the consummation of or rendering illegal the Restructuring, the Direct Investment or any other material portion of the transactions contemplated by this Agreement;

(iii) the Plan, the Disclosure Statement, the Confirmation Order or the Disclosure Statement Order, the other Restructuring Documents and any amendments, modifications, or supplements thereto filed or entered into or made effective by any Debtor includes terms that are inconsistent with the Restructuring Term Sheets or are not otherwise reasonably acceptable to the Required Commitment Parties, and such event remains unremedied for a period of three Business Days following the Company Parties' receipt of notice of such inconsistent term;

(iv) any of the Chapter 11 Cases shall have been dismissed or converted to a case under chapter 7 of the Bankruptcy Code, or the Bankruptcy Court has entered into an order in any of the Chapter 11 Cases appointing an examiner or trustee with expanded powers to oversee or operate the Debtors in the Chapter 11 cases; or

(v) if, as of 11:59 p.m. prevailing Eastern Time on the date that is sixty (60) days from the date the Plan is filed with the Bankruptcy Court, the Bankruptcy Court has not entered the Confirmation Order.

(c) *Termination by the Company.* Prior to the Plan Effective Date, the Company may terminate this Agreement by three days prior written notice to the Commitment Parties upon the occurrence and during the continuance of any of the following:

(i) the Board of Directors of the Company or Australian Administrators at any time determines in good faith that continued performance under this Agreement would be inconsistent with its fiduciary duties under applicable law (as reasonably determined by such entity in good faith after consultation with outside legal counsel);

(ii) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any final and nonappealable ruling, judgment or order enjoining the consummation of or rendering illegal the Restructuring, the Direct Investment or any other material aspect of the transactions contemplated by this Agreement;

(iii) the Bankruptcy Court denies entry of the order confirming (i) the entry into this Agreement, or (ii) the Plan; or

(iv) solely with respect to each Commitment Party, upon the breach in any material respect by such Commitment Party of any of the undertakings, representations, warranties or covenants of such Commitment Party set forth herein which would, individually or in the aggregate, result in a failure of a condition set forth in Section 9 and which is incurable or, if curable, remains uncured by the earlier of (1) 10 Business Days after the receipt of written notice of such breach from the Company pursuant to this Section 11 and in accordance Section 12 (as applicable) and (2) the Business Day before the Outside Date; *provided* that the Company shall not have the right to terminate this Agreement pursuant to this Section if it is then in breach of any representation, warranty, covenant or other agreement hereunder that would result in the failure of any condition set forth in Section 7(e) being satisfied; *provided, further*, that in the event of any such termination, the applicable Commitment Party shall be deemed to be a Defaulting Commitment Party for purposes of the second sentence of Section 3.

(d) *Effect of Termination.* Subject to Section 13, upon termination of this Agreement, each party hereto shall be released from its commitments, undertakings and agreements under or related to this Agreement and shall have the rights and remedies that it would have had and shall be entitled to take all actions, whether with respect to the transactions contemplated hereby or otherwise, that it would have been entitled to take had it not entered into this Agreement. Notwithstanding anything contained herein, if this Agreement is terminated as a result of a willful material breach of this Agreement by a party hereto, such party shall not be released and shall remain liable for any damages resulting from such termination.

(e) *Out-of-Pocket Costs.* Without limiting Section 1(c), subject to the entry of the Transaction Expenses Order, if this Agreement is terminated pursuant to Section 11(c)(i) then the Company shall pay or cause to be paid any Transaction Expenses.

Section 12. NOTICES. All notices and other communications under this Agreement shall be in writing and shall be deemed given (a) when delivered personally by hand (with written confirmation of receipt), (b) when sent by facsimile (with written confirmation of transmission), (c) five (5) days after being deposited with the United States Post Office, by registered or certified mail, postage prepaid, (d) one (1) Business Day following the day sent by overnight courier (with written confirmation of receipt), or (e) when sent by electronic mail (with acknowledgment received), in each case at the following addresses (or to such other address as a party hereto may have specified by like notice):

If to Commitment Parties, to each of the undersigned Commitment Parties at the addresses listed on the signatures pages hereto,

with a copy to:

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019
Attn: Richard G. Mason
Victor Goldfeld
John R. Sobolewski
Email: RGMason@wlrk.com
VGoldfeld@wlrk.com
JRSobolewski@wlrk.com

If to the Company, to:

Speedcast International Limited
2401 & 08-11 Dorset House, Taikoo Place
979 King's Road, Quarry Bay
Hong Kong
Attn: Dominic Gyngell, General Counsel
Email: dominic.gyngell@speedcast.com

With copies to (which shall not constitute notice):

Weil, Gotshal & Manges LLP

767 Fifth Avenue

New York, NY 10153

Attn: Gary T. Holzer

David N. Griffiths

Ramona Y. Nee

Mariel E. Cruz

Email: gary.holzer@weil.com

david.griffiths@weil.com

ramona.nee@weil.com

mariel.cruz@weil.com

Weil, Gotshal & Manges LLP

700 Louisiana Street, Suite 1700

Houston, Texas 77002 Telephone:

Attn: Perez, Alfredo

Brenda Funk

Email: alfredo.perez@weil.com

brenda.funk@weil.com

Herbert Smith Freehills

ANZ Tower, Level 33, 161 Castlereagh Street

Sydney NSW 2000

Australia

Attn: Paul Apathy

Andrew Rich

Email: Paul.Apathy@hsf.com

Andrew.Rich@hsf.com

Section 13. SURVIVAL. Notwithstanding the termination of this Agreement, the agreements and obligations of the parties hereto in Section 11(d), Section 11(e) and Section 13 through 22 shall survive such termination and shall continue in full force and effect for the benefit of the parties hereto in accordance with the terms hereof.

Section 14. ASSIGNMENT; THIRD PARTY BENEFICIARIES. Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned by any of the parties hereto without the prior written consent of the other parties hereto. Notwithstanding the previous sentence, the Commitment Parties' obligations hereunder may be assigned, delegated or transferred, in whole or in part, by any Commitment Party to any Related Fund in accordance with the terms of Section 2. Any purported assignment in violation of this Section 14 shall be void *ab initio* and of no force or effect.

Section 15. COMPLETE AGREEMENT. This Agreement (including the Exhibits, the Schedules, and the other documents and instruments referred to herein) constitutes the

entire agreement of the parties hereto and supersedes all prior agreements, arrangements or understandings, whether written or oral, among the parties hereto with respect to the subject matter of this Agreement, except that the parties hereto acknowledge that any confidentiality agreements heretofore executed among the parties hereto will continue in full force and effect.

Section 16. GOVERNING LAW; SUBMISSION TO JURISDICTION; SELECTION OF FORUM; WAIVER OF TRIAL BY JURY. This Agreement, and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this Agreement (including the exhibits and schedules hereto), or the negotiation, execution, termination, performance or nonperformance of this Agreement (including the exhibits and schedules hereto), shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and performed in such State, without regard to any conflict of laws principles thereof. Each party hereto agrees that it shall bring any action or proceeding in respect of any claim based upon, arising out of, or related to this agreement, any provision hereof or any of the transactions contemplated hereby, in the Bankruptcy Court, and solely in connection with claims arising under this Agreement or the transactions that are the subject of this Agreement (a) irrevocably submits to the exclusive jurisdiction of the Bankruptcy Court, (b) waives any objection to laying venue in any such action or proceeding in the Bankruptcy Court and (c) waives any objection that the Bankruptcy Court are an inconvenient forum or do not have jurisdiction over any party hereto. Each party hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. EACH PARTY HERETO WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, MATTER OR PROCEEDING BASED UPON, ARISING OUT OF, OR RELATED TO THIS AGREEMENT, ANY PROVISION HEREOF OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 17. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which will be considered one and the same agreement and will become effective when counterparts have been signed by each of the parties hereto and delivered to the other parties hereto (including via facsimile or other electronic transmission), it being understood that each party need not sign the same counterpart.

Section 18. ACTION BY, OR CONSENT OR APPROVAL OF, THE COMMITMENT PARTIES. Whenever this Agreement refers to any action to be taken by, or any consent or approval to be given by, the Commitment Parties, unless otherwise expressly provided in any particular instance, such reference shall be deemed to require the action, consent or approval of the Required Commitment Parties, and each Commitment Party agrees to be bound by any decision of the Required Commitment Parties with respect thereto. For purposes of any provision where this Agreement expressly requires the approval of the Required Commitment Parties of the form and substance of any filing, agreement, document or other instrument, or of the amount of the Management Co-Investment, if Required Commitment Parties do not timely agree (as determined by the Company acting reasonably, in consultation with the Required Commitment Parties, and taking into account the available liquidity of the Company) on whether to approve or reject any particular form of such filing, agreement, document or other instrument or any particular

amount of the Management Co-Investment (a “**Commitment Party Dispute**”), then such Dispute shall be resolved by a majority vote of the then members of a dispute resolution committee (the “**Dispute Resolution Committee**”). The Dispute Resolution Committee shall have nine (9) members, selected in the same manner as provided with respect to the Board of Directors of the Company in the Governance Term Sheet; provided, that until such time as an election has been made with respect to the Management Co-Investment, the ninth (9th) member of the Dispute Resolution Committee will be appointed by the other members of the Dispute Resolution Committee and must be independent of each of the Commitment Parties, the Company and the Management / Genesis Park Group (as defined in the Governance Term Sheet). Each Person entitled to select members of the Dispute Resolution Committee shall make such selections no later than (x) with respect to the Initial Commitment Parties, the date ten (10) days after the date hereof, and (y) with respect to other Commitment Parties, the date ten (10) days after the date such Person signs the Joinder, but for the avoidance of doubt, such selections may be replaced from time to time by notice to the other members of the Dispute Resolution Committee and may be different than any eventual selections by such Persons for the Board of Directors of the Company. Each party hereto shall cause the members of the Dispute Resolution Committee that it selects to act in a commercially reasonable manner, and the Dispute Resolution Committee shall have no power to make any determination that is inconsistent with any express provision of this Agreement or the Restructuring Term Sheets. Notwithstanding the foregoing provisions of this Section 18, the Dispute Resolution Committee shall have no power to make any determinations under Sections 6(c), 6(d), 7(c) or 7(d). Each member of the Dispute Resolution Committee shall enter into with the Company a customary confidentiality agreement in form and substance reasonably acceptable to the Company.

Section 19. AMENDMENTS AND WAIVERS.

(a) This Agreement may be amended, modified or supplemented and the terms and conditions of this Agreement may be waived, only by a written instrument signed by the Company and the Required Commitment Parties and subject to the approval of the Bankruptcy Court; *provided* that any modification of, or amendment or supplement to, this Agreement that would (i) have the effect of (A) materially and adversely affecting any Commitment Party in a manner that is disproportionate to any other Commitment Party or (B) increasing the Funding Amount to be paid in respect of the Direct Investment Shares; or (ii) would have the effect of modifying this Section 19 shall require the prior written consent of all of the Commitment Parties.

(b) No delay on the part of any party hereto in exercising any right, power or privilege pursuant to this Agreement will operate as a waiver thereof, nor will any waiver on the part of any party hereto of any right, power or privilege pursuant to this Agreement, nor will any single or partial exercise of any right, power or privilege pursuant to this Agreement, preclude any other or further exercise thereof or the exercise of any other right, power or privilege pursuant to this Agreement. The rights and remedies provided pursuant to this Agreement are cumulative and are not exclusive of any rights or remedies which any party hereto otherwise may have at law or in equity.

Section 20. SPECIFIC PERFORMANCE. The parties hereto acknowledge and agree that any breach of the terms of this Agreement would give rise to irreparable harm for which money damages would not be an adequate remedy and, accordingly, the parties hereto agree that in addition to any other remedies, each party hereto will be entitled to enforce the terms of this Agreement by a decree of specific performance without the necessity of proving the inadequacy of money damages as a remedy and without the necessity of posting bond.

Section 21. LIMITATION OF LIABILITY OF THE AUSTRALIAN ADMINISTRATORS (IF APPLICABLE). If the Company appoints an Australian Administrator:

(a) Each Party to this Agreement releases the Australian Administrators personally from all liabilities, demands and claims arising out of this Agreement and the transactions contemplated by this Agreement.

(b) Each Party to this Agreement covenants not to sue the Australian Administrators personally in respect of any liabilities, demands or claims arising out of this Agreement and the transactions contemplated by this Agreement.

(c) Each Party to this Agreement acknowledges and agrees that: (i) the Australian Administrators have only limited knowledge of the Company Group Entities, their assets and attributes, any liens and the history of the Company Group Entities; and (ii) the Australian Administrators do not in any way adopt or agree to be bound personally by this Agreement or the transactions contemplated by this Agreement.

(d) Each Party to this Agreement agrees that to the extent permissible by law: (i) the Australian Administrators are not personally liable for any amount required to be paid pursuant to this Agreement, or for any liability, demand or claim arising out of this Agreement, or the transactions contemplated by this Agreement; (ii) for the purposes of any acknowledgements or agreements as to, or provisions of, limitations of the liability of the Australian Administrators in this Agreement, references to the Australian Administrators where the context so permits shall mean and include their present and future firm or firms, partners and employees, and any legal entity or partnership that employs such administrators (the “**Firm**”), any successor or merged firm and the partners, shareholders, officers and employees of any such entity or partnership. The Firm holds the benefit of this clause on trust for the Australian Administrators and each other person referred to; (iii) these limitations of the liability of the Australian Administrators shall continue notwithstanding the Australian Administrators ceasing to act as administrators of the Company; and (v) these limitations on the liability of the Australian Administrators shall be in addition to, and not in substitution for, any right of indemnity or relief otherwise available to the Firm or the Australian Administrators and shall continue notwithstanding termination of this Agreement or completion of the transaction contemplated by this Agreement.

(e) Notwithstanding any provision of this Agreement, the limitations on liability set out in this Section 21 do not apply in the case of any Australian Administrator’s fraud, willful default or gross negligence and do not seek to limit the

Australian Administrator's liability inconsistent with sections 443A, 443B and 443BA of the Corporations Act.

Section 22. LIMITATION OF LIABILITY OF THE COMMITMENT PARTIES. Notwithstanding anything to the contrary in this Agreement, each Party to this Agreement unconditionally and irrevocably covenants, agrees and acknowledges that (i) no right or remedy, recourse or recovery (whether at law or equity or in tort, contract or otherwise) under this Agreement or under any documents or instruments delivered in connection herewith or in connection with the transactions contemplated hereby (or the termination or abandonment thereof) or otherwise, or in respect of any oral representations made or alleged to be made in connection herewith, shall be had against any former, current or future direct or indirect equity holder, controlling person, general or limited partner, officer, director, employee, investment professional, manager, stockholder, member, agent, affiliate, assignee, financing source or other representatives of any of the foregoing or any of their respective successors or assigns (any such person, a **"Related Party"**) of any Commitment Party or any Related Party of any such Related Party (including, without limitation, any liabilities or obligations arising under, or in connection with, this Agreement or any document or instrument delivered in connection herewith or the transactions contemplated hereby (or the termination or abandonment thereof), or in respect of any oral representations made or alleged to be made in connection herewith, or in respect of any claim (whether at law or equity or in tort, contract or otherwise), including in the event such Commitment Party breaches (whether willfully, intentionally, unintentionally or otherwise) its obligations under this Agreement or any document or instrument delivered in connection herewith or in connection with the transactions contemplated hereby (or the termination or abandonment thereof)), whether, in each case, by or through piercing of the corporate, limited liability company or limited partnership veil or similar action, whether by the enforcement of any judgment or assessment or by any legal or equitable proceedings, or by virtue of any statute, regulation or other applicable law or otherwise, (ii) it is expressly agreed and acknowledged that no personal liability or obligation whatsoever shall attach to, be imposed on, or otherwise be incurred by any Related Party of any Commitment Party or any Related Party of such Related Party for any liabilities or obligations of such Commitment Party under this Agreement or any documents or instruments delivered in connection herewith or in connection with the transactions contemplated hereby or thereby (or the termination or abandonment thereof) or otherwise, in respect of any oral representation made or alleged to have been made in connection herewith or therewith or for any claim (whether at law or equity or in tort, contract or otherwise) based on, in respect of, in connection with, or by reason of such obligations or their creation, and each Party hereto hereby irrevocably and unconditionally waives and irrevocably and unconditionally releases all claims (whether arising under equity, contract, tort or otherwise) against such persons for any such liability or obligation and (iii) with respect to each Commitment Party, under no circumstances will the Company, any Commitment Party or any of their respective Related Parties, or the Company, any Commitment Party and their respective Related Parties in the aggregate, be entitled to monetary damages or monetary remedies for any claims, damages or other losses suffered as a result of the failure of the transactions contemplated by this Agreement to be consummated or for a

breach or failure to perform hereunder or for any representation made or alleged to have been made in connection herewith or therewith, in excess of the amount equal to such Commitment Party's Funding Amount. For the avoidance of doubt, any Commitment Party may enforce this Agreement (including pursuant to Section 20) and seek any claim, damages or other losses against any other Commitment Party.

Section 23. OTHER INTERPRETIVE MATTERS.

(a) Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply: (i) when calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded and, if the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day; (ii) any reference in this Agreement to \$ shall mean U.S. dollars; (iii) all exhibits and schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein and any capitalized terms used in any Exhibit or Schedule but not otherwise defined therein shall be defined as set forth in this Agreement; (iv) words imparting the singular number only shall include the plural and vice versa; (v) the words such as "herein," "hereinafter," "hereof," and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires; (vi) the word "including" or any variation thereof means "including, without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it; (vii) the division of this Agreement into Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement; (viii) all references in this Agreement to any "Section" are to the corresponding Section of this Agreement unless otherwise specified; (ix) the word "or" shall not be deemed to be exclusive; and (x) all references to, and any obligations of, "New Speedcast Parent" shall be a reference to and obligation of the "Company" unless and until the Company ceases to be the ultimate parent of the Company Group Entities, and all references to, and any obligations of, the "Company" shall be a reference to and obligation of "New Speedcast Parent" once New Speedcast Parent becomes the ultimate parent of the Company Group Entities (and if New Speedcast Parent is a successor entity to the Company, it shall sign a joinder to this Agreement to give effect to this Section 23(a)(x)).

(b) The parties hereto have participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party hereto by virtue of the authorship of any provision of this Agreement.

[Signature Page Follows]

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

**SPEEDCAST INTERNATIONAL
LIMITED**

By: 

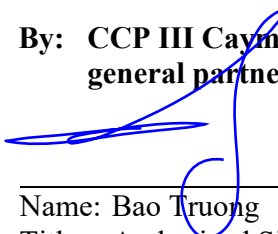
Name: Stephen Wilks

Title: Chair and Director

**CENTERBRIDGE CAPITAL
PARTNERS III, L.P.**

**By: Centerbridge Associates III, L.P., its
general partner**

**By: CCP III Cayman GP Ltd., its
general partner**

By: 
Name: Bao Truong
Title: Authorized Signatory

**CENTERBRIDGE CAPITAL
PARTNERS SBS III, L.P.**

**By: CCP SBS GP, LLC, its general
partner**

By: 
Name: Bao Truong
Title: Authorized Signatory

Address:

Centerbridge Partners, L.P.
375 Park Avenue, 11th Floor,
New York, NY 10152

Attn: Bao Truong
Jared Hendricks
Jeff Goldfarb

Email: btruong@centerbridge.com
jhendricks@centerbridge.com
jgoldfarb@centerbridge.com

Schedule 1

Direct Investment Shares

Commitment Party	Percentage of Direct Investment Shares
Centerbridge Capital Partners III, L.P.	95.56128750073090%
Centerbridge Capital Partners SBS III, L.P.	4.438712499269070%

Schedule 2**Debtor Entities**

Name of Entity	Jurisdiction
SpeedCast International Limited	Australia
SpeedCast UK Holdings Limited	England & Wales
CapRock UK Limited	Scotland
CapRock Communications Pte. Ltd.	Singapore
Speedcast Cyprus Ltd.	Cyprus
SpeedCast Limited	Hong Kong
SpeedCast Group Holdings Pty Ltd	Australia
SpeedCast Americas, Inc.	United States
SpeedCast Communications, Inc.	United States
SpaceLink Systems, LLC	United States
SpeedCast Australia Pty Limited	Australia
Satellite Communications Australia Pty Ltd	Australia
Oceanic Broadband Solutions Pty Ltd	Australia
SpeedCast Managed Services Pty Limited	Australia
Maritime Communication Services, Inc.	United States
Telaurs Communications LLC	United States
CCI Services Corp.	United States
HCT Acquisition, LLC	United States
Cosmos Holdings Acquisition Corp.	United States
Globecomm Network Services Corporation	United States
Hermes Datacommunications International Limited	England & Wales
SpeedCast Singapore Pte. Ltd.	Singapore
SpaceLink Systems II, LLC	United States
CapRock Comunicações do Brasil Ltda.	Brazil
CapRock Participações do Brasil Ltda.	Brazil
Speedcast Canada Limited	Canada
CapRock Communications (Australia) Pty Ltd	Australia
SpeedCast Norway AS	Norway
Globecomm Europe B.V.	Netherlands
NewCom International, Inc.	United States
Evolution Communications Group Limited	British Virgin Islands
SpeedCast Netherlands B.V.	Netherlands
SpeedCast France SAS	France

Exhibit A
Plan Term Sheet

[Attached]

EXHIBIT A TO EQUITY COMMITMENT AGREEMENT DATED AUGUST 12, 2020

Speedcast International Limited
Pro-Rata Restructuring Term Sheet

This term sheet (the “**Pro-Rata Term Sheet**”) sets forth certain indicative terms of a restructuring (the “**Restructuring**”) of Speedcast International Limited (“**SIL**”) and SIL’s subsidiaries (together with SIL, the “**Company**”) to be implemented through a joint plan of reorganization (the “**Plan**”) to be prosecuted and confirmed in the chapter 11 bankruptcy cases (the “**Chapter 11 Cases**”) of certain Company entities (collectively, the “**Debtors**”) that are currently pending in the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”).

THIS PRO-RATA TERM SHEET IS NOT AN OFFER WITH RESPECT TO ANY SECURITIES NOR A SOLICITATION OF ACCEPTANCES OF A CHAPTER 11 PLAN WITHIN THE MEANING OF SECTION 1125 OF THE BANKRUPTCY CODE. ANY SUCH OFFER OR SOLICITATION WILL COMPLY WITH ALL APPLICABLE SECURITIES LAWS AND/OR PROVISIONS OF THE BANKRUPTCY CODE. NOTHING CONTAINED IN THIS PRO-RATA TERM SHEET SHALL BE AN ADMISSION OF FACT OR LIABILITY. THIS PRO-RATA TERM SHEET DOES NOT ADDRESS ALL TERMS THAT WOULD BE REQUIRED IN CONNECTION WITH THE RESTRUCTURING.

Plan Settlement	
Settlement of Lien Avoidance and Other Claims	As part of the Plan as described herein, the Official Committee of Unsecured Creditors in the Chapter 11 Cases (the “ <u>Committee</u> ”) will agree to not to pursue, and the Debtors will agree to release, claims, including claims under Section 5 of the Bankruptcy Code, against the Prepetition Lenders (defined below) and the Prepetition Agent, related to the taking of liens or other actions in respect of the Debtors’ assets in the 90-day period leading up to the Petition Date. In addition, the Committee agrees not to pursue litigation regarding the value of the collateral securing the Prepetition SFA (defined below) and the value being distributed under the Plan in respect of such collateral. It is the view of the Committee that certain valuable assets of the Debtors are not subject to the perfected liens and security interests granted in favor of the Debtors’ Prepetition Lenders.
Treatment of Claims and Interests in the Restructuring	
Holders of claims against and equity interests in the Debtors will receive the following treatment in full and final satisfaction of such claims and interests, which shall be released and discharged under the Plan.	
DIP Claims	Each holder of an allowed claim (a “ <u>DIP Claim</u> ”) under the “new-money” tranche or the “roll-up” tranche under that certain Senior Secured Superpriority Debtor-In-Possession Term Loan Credit Agreement, dated as of April 24, 2020 (the “ <u>DIP Credit Agreement</u> ”) shall receive cash in full on account of such DIP Claim.
Other Administrative and Priority Claims	Each holder of an allowed administrative, priority tax or other priority claim (other than a DIP Claim) shall have such claim satisfied in full, in

	cash, or otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.
Other Secured Claims Unimpaired – deemed to consent	Each holder of an allowed secured claim, other than (i) a Prepetition SFA Claim (as defined below) or (ii) a DIP Claim, shall have such claim satisfied in full, in cash, or reinstated consistent with section 1124 of the Bankruptcy Code.
Prepetition SFA Secured Claims Unimpaired – deemed to consent	<p>Each holder of an allowed claim under that certain Syndicated Facility Agreement, dated as of May 15, 2018 (the “<u>Prepetition SFA</u>”, the claims in respect thereof, the “<u>Prepetition SFA Claims</u>” and the holders thereof (including holders of allowed Prepetition SFA Claims in respect of swap obligations), the “<u>Prepetition Lenders</u>”), shall receive on the secured portion of its claim (a “<u>Prepetition SFA Secured Claim</u>”) its pro rata share, based on its percentage of Prepetition SFA Secured Claims, of \$39.5 million in cash. Notwithstanding the foregoing, any Commitment Party (as defined below) may, by written notice to the Company in accordance with the Equity Commitment Agreement, elect to receive its pro rata share of \$39.5 million in the form of New Equity Interests at the same price per share as the New Equity Interests in lieu of cash (the “<u>Roll-Over Equity</u>”), in which case such Commitment Party’s New Equity Commitment (and the aggregate New Equity Commitments) under the Equity Commitment Agreement shall be reduced by a corresponding amount. All liens and guarantees in favor of the Prepetition SFA on the Debtors and any non-Debtor entities will be released and terminated.</p> <p>In addition to the foregoing, each Prepetition Lender shall have a deficiency claim against each Debtor that is a Borrower or Guarantor (as defined in the Prepetition SFA) equal to the face amount of its Prepetition SFA Claim less its Prepetition SFA Secured Claim (a “<u>Prepetition SFA Deficiency Claim</u>”).</p>
Unsecured Trade Claims Impaired – entitled to vote	<p>Each holder of an allowed unsecured trade vendor claim against the Debtors (a “<u>Trade Claim</u>”) shall receive:</p> <p>(i) its pro rata share of \$25 million in cash (the “<u>Trade Claim Cash Amount</u>”); and</p> <p>(ii) its pro rata share (taking into account, in the case of this clause (ii), all Other Unsecured Claims (as defined below)) of the net proceeds from the Litigation Trust (as defined below).</p> <p>The Trade Claim Cash Amount shall be funded by the Commitment Parties and held in a segregated account for the benefit of holders of Trade Claims.</p> <p>For the avoidance of doubt, cure amounts shall be paid by the Debtors or reorganized Debtors and shall not be paid from the above distribution.</p>
Other Unsecured Claims (Including Prepetition SFA Deficiency Claims)	Each holder of an allowed unsecured claim (other than a Trade Claim), including for the avoidance of doubt, each holder of a Prepetition SFA Deficiency Claim (an “ <u>Other Unsecured Claim</u> ”), shall receive its pro

Impaired – entitled to vote	rata share (taking into account all Trade Claims) of the net proceeds from the Litigation Trust.
Treatment of Intercompany Claims	Claims among the Debtors shall be reinstated pursuant to section 1124 of the Bankruptcy Code or canceled, at the option of the Debtors or reorganized Debtors, after consultation with the Commitment Parties (as defined in the Equity Commitment Agreement).
Treatment of Existing Equity Interests	Holders of existing equity interests in SIL shall not receive or retain any property on account of such interests under the Plan. Existing equity interests in Debtors other than SIL shall be reinstated or canceled as reasonably agreed by the Debtors or Reorganized Debtors and the Required Commitment Parties.
Other Terms of the Restructuring and the Plan	
Equity Commitment	<p>In connection with the Restructuring, pursuant to the Equity Commitment Agreement one or more entities affiliated with Centerbridge Partners, L.P. (the “Initial Commitment Parties”) will commit to purchase 100% of the new common equity interests (the “New Equity Interests”) of reorganized SIL or a successor entity acting as the parent of the reorganized Debtors (the “Reorganized Parent”) for an aggregate price of \$395 million (the “New Equity Commitment”) less the Management Co-Investment Amount and subject to dilution by the Commitment Fee and the Management Incentive Plan.</p> <p>Pursuant to the Equity Commitment Agreement, the Initial Commitment Parties have agreed that any Eligible Holder (as defined in the Equity Commitment Agreement) of an allowed Prepetition SFA Claims may, by delivery to the Company and the Initial Commitment Parties of a duly executed Joinder (as defined in the Equity Commitment Agreement) on or prior to August 21, 2020 (but not later) (the “Election Deadline”), commit to purchase New Equity Interests on the same terms and at the same price per share as the Initial Commitment Parties, in an amount equal to such Eligible Holder’s pro rata share, calculated based on its percentage as of August 11, 2020 of the aggregate amount of Prepetition SFA Claims held by all Commitment Parties (which, for purposes of determining the holdings of each Commitment Party, shall include any Prepetition SFA Claims which such Commitment Party has agreed to purchase as of August 11, 2020, and shall exclude any Prepetition SFA Claims which such Commitment Party has agreed to sell as of August 11, 2020), and each other Commitment Parties’ New Equity Commitment shall be proportionately reduced by any such commitment. Any Eligible Holder that makes such a commitment, together with the Initial Commitment Parties, the “Commitment Parties” and each a “Commitment Party”.</p> <p>Each Commitment Party that is party to the Equity Commitment Agreement as of August 16, 2020 (each, a “Backstop Commitment Party”) shall receive, in consideration for providing the commitment to purchase its pro rata share of New Equity Interests, a number of</p>

	additional shares of the same class as the New Equity Interests that, at the same per-share price as the New Equity Commitment, would have an aggregate purchase price equal to such Backstop Commitment Party's pro rata share of \$20.8 million (calculated based on the ratio of such Backstop Commitment Party's commitments to the commitments of all Backstop Commitment Parties as of August 16, 2020).
Working Capital Facility	<p>The Plan may contemplate entry by one or more of the reorganized Debtors and/or the Government Business (as defined below) into a working capital credit facility (the "<u>Working Capital Facility</u>"). The Working Capital Facility may have liens on some, all or substantially all of the assets of the reorganized Company, may be structured as an asset-based lending facility and may provide for the issuance of letters of credit.</p> <p>The Working Capital Facility may be provided and/or backstopped by one or more Prepetition Lenders or may be market-raised financing, in each case on terms acceptable to the Debtors and the Required Commitment Parties.</p>
Government Business	Upon consummation of the Restructuring, Ultisat, Inc. and its subsidiaries (collectively, the " <u>Government Business</u> ") shall continue to be wholly-owned direct or indirect subsidiaries of Reorganized Parent unless another disposition of the Government Business is agreed by the Debtors or reorganized Debtors, the Required Commitment Parties and other consenting creditors.
Governance	As described in the Governance Term Sheet attached as Exhibit B to the Equity Commitment Agreement.
Management Co-Investment	Certain members of management of the Company, or their designees (the " <u>Management Co-Investors</u> ") will have the right to acquire up to \$30 million (the " <u>Management Co-Investment Amount</u> ") of New Equity Interests (such investment, the " <u>Management Co-Investment</u> "), at the same price per share as New Equity Interests purchased pursuant to the New Equity Commitment, provided that such election shall be made by the Management Co-Investors no later than fifteen (15) days from the date of the Equity Commitment Agreement.
Management Incentive Plan	As described in the Management Co-Investment and Incentive Plan Term Sheet attached as Exhibit C to the Equity Commitment Agreement.
Releases and Exculpation	The Plan shall include customary releases for key stakeholders including for Debtors, reorganized Debtors, Reorganized Parent and its subsidiaries, the Debtors' current directors and officers, the Prepetition Lenders who consent to the Plan by the last day on which voting for the Plan occurs, the Prepetition Agent, the investors in New Equity, the Commitment Parties and the members and professionals of the Committee, each solely in their capacity as such. The Plan shall also include, as applicable, customary exculpation, discharge and injunction provisions, in form and substance acceptable to the Debtors, the

	<p>Required Commitment Parties and the Committee.</p> <p>Notwithstanding anything to the contrary herein, certain other persons to be mutually determined by the Debtors, the Required Commitment Parties and the Committee (the “Excluded Parties”) shall be excluded from protection by any releases, exculpations, injunctions and other like protections set forth in the Plan solely to the extent of available director and officer insurance policies, if applicable. For the avoidance of doubt, no current officer or director or the Company will be an Excluded Party. Indemnities by the Debtors or their affiliates of the Excluded Parties shall be rejected and/or discharged to the greatest extent permitted by law; <i>provided</i> that the Plan shall not prevent recovery from the Debtors’ director and officer insurance policies in respect of claims and causes of action against the Excluded Parties.</p>
Post-Confirmation Litigation Trust	<p>The Plan shall establish a litigation trust (the “Litigation Trust”) for the benefit of Trade Claims and Other Unsecured Claims to be funded on the effective date of the Plan with (i) \$2.5 million (the “Litigation Trust Cash Amount”), and (ii) claims and causes of action of the Debtors against (a) Excluded Parties and (b) other persons to be mutually determined by the Debtors, the Required Commitment Parties and the Committee; <i>provided, that</i> the Litigation Trust will not be assigned, and the Debtors will retain, causes of action against holders of allowed Trade Claims and any counterparty to an executory contract or unexpired lease that has been assumed by the Reorganized Debtors to the extent such counterparty is not otherwise an Excluded Party. The trustee of the Litigation Trust (the “Litigation Trustee”) shall be selected by the Committee with the consent of the Debtors, which consent will not be unreasonably withheld.</p> <p>The Debtors will be responsible for evaluating, prosecuting and settling claims objections in consultation with the Litigation Trustee, who shall have the right to seek court intervention and the right to prosecute particular claims objections in the event that the reorganized Debtors and the Litigation Trustee disagree with respect to the treatment of any particular claims.</p>
Structuring and Tax Matters	<p>The Litigation Trust, Restructuring, Reorganized Parent and the reorganized Company will be structured and implemented in a tax-efficient manner and as otherwise acceptable to the Required Commitment Parties.</p> <p>The Reorganized Parent shall be a corporation organized under the laws of a State of the United States, <i>provided, however</i>, that prior to the consummation of the Plan, the Company and the Commitment Parties shall reasonably cooperate to analyze the tax and other consequences of effecting any restructuring as may be necessary to cause the Company’s U.S. business to be held in a “flow-through” structure for U.S. federal income tax purposes. Following the completion of such analysis, if SIL and the Required Commitment Parties agree that such “flow-through” structure is the most beneficial structure for the Company and the Reorganized Parent’s equity holders following the consummation of the Plan, the Reorganized Parent shall be a limited partnership organized</p>

	<p>under the laws of a State of the United States and the Company shall cause its U.S. business to be held in a “flow-through” structure for U.S. federal income tax purposes.</p> <p>Prior to the consummation of the Plan, the Company shall use commercially reasonable efforts to effect restructuring transactions such that (1) SIL or one or more of SIL’s subsidiaries organized under the laws of the United States (or any State thereof) (each, a “<u>U.S. Subsidiary</u>”) directly owns all of the stock of each U.S. Subsidiary and (2) the Reorganized Parent will acquire all of the subsidiaries of SIL from SIL in exchange for cash, other assets and Roll-Over Equity (if any) to be delivered to the holders of claims pursuant to the Plan, and SIL will promptly liquidate, <u>provided</u> that the transactions described in this clause (2) may be effected by any reasonably practicable means consistent with the intended U.S. federal income tax treatment of the Restructuring.</p> <p>Unless the Required Commitment Parties and SIL agree that the Reorganized Parent shall be a limited partnership:</p> <ul style="list-style-type: none"> • the holders of New Equity Interests (the “<u>Investors</u>”) shall hold their New Equity Interests through a limited partnership organized under the laws of a State of the United States and classified as a partnership for U.S. federal income tax purposes (“<u>HoldCo LP</u>”), <u>provided</u> that members of management (or their designees) may hold interests in HoldCo LP indirectly through a separate entity; • the Investors shall contribute the New Equity Commitment and the Management Co-Investment Amount to HoldCo LP, which will in turn contribute such amounts to the Reorganized Parent immediately prior to the transactions described in clause (2) above, and the Investors receiving Roll-Over Equity (if any), will, immediately following the receipt thereof, contribute such Roll-Over Equity to HoldCo LP; and • the Company shall structure the transactions such that the Restructuring is treated as a “reorganization” within the meaning of Section 368(a)(1)(G) of the Internal Revenue Code of 1986, as amended (a “<u>G-Reorganization</u>”) if the requirements of a G-Reorganization can be satisfied. <p>The Restructuring will also be implemented in a manner that minimizes the cost and time required to obtain any necessary regulatory approvals.</p>
<p>Support and Commitment Agreements; Definitive Documentation</p>	<p>Documentation in connection with the Restructuring will include the Equity Commitment Agreement, documentation in respect of any Working Capital Facility and/or other definitive documentation setting forth, without limitation, commitments of the Company, the Commitment Parties and the other consenting creditors, the consent and voting rights over matters pertaining to implementation of the Restructuring and governance rights for the reorganized Company.</p> <p>Notwithstanding anything to the contrary herein or therein, the Plan, all documentation in connection therewith and with the Restructuring and</p>

	all related court filings by the Debtors shall be consistent with this Pro-Rata Term Sheet and the Equity Commitment Agreement and otherwise reasonably acceptable to the Required Commitment Parties and the Committee.
Fees and Expenses	All fees and expenses of Wachtell, Lipton, Rosen & Katz and any local legal counsel or other advisors in any foreign jurisdictions and/or board consultants reasonably retained by the Commitment Parties shall be paid in full, in cash upon consummation of the Restructuring.
Governing Law	The definitive documents related to the Restructuring will be governed by the laws of the State of New York.

Exhibit E
Joinder

[Attached]

Form of Joinder Agreement

JOINDER AGREEMENT

This Joinder Agreement (the “***Joinder Agreement***”) to the Equity Commitment Agreement dated as of August [●], 2020 (as amended, supplemented or otherwise modified from time to time, the “***Equity Commitment Agreement***”), among the Company and the Commitment Parties is executed and delivered by the undersigned (the “***Joining Party***”) as of August [●], 2020 (the “***Joinder Date***”). Each capitalized term used herein but not otherwise defined shall have the meaning set forth in the Equity Commitment Agreement.

1. **Agreement to be Bound.** The Joining Party hereby agrees to be bound by all of the terms of the Equity Commitment Agreement, a copy of which is attached to this Joinder Agreement as **Annex 1** (as the same has been or may be hereafter amended, restated or otherwise modified from time to time in accordance with the provisions hereof). The Joining Party shall hereafter be deemed to be a “Commitment Party” for all purposes under the Equity Commitment Agreement. Without limiting the foregoing, pursuant to and in accordance with Section 1(f) of the Equity Commitment Agreement, the Joinder Party hereby commits to purchase Direct Investment Shares pursuant to the Equity Commitment Agreement.
2. **Representations and Warranties.** The Joining Party hereby severally and not jointly makes the representations and warranties of the Backstop Parties as set forth in **Section 5** of the Equity Commitment Agreement to the Company as of the date hereof.
3. **Investor Status.** Without limiting the foregoing, the Joining Party represents and warrants that (x) it is a record holder of an allowed claim under that certain Syndicated Facility Agreement, dated as of May 15, 2018 (“**Prepetition SFA Claims**”), and (y) that is (i) an “accredited investor” (as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act of 1933 and the rules and regulations of the SEC thereunder (the “**Securities Act**”)) or a qualified institutional buyer (within the meaning of Rule 144A of the Securities Act) and (ii) a “professional investor” within the meaning of the Corporations Act.
4. **Governing Law.** This Joinder Agreement shall be governed by and construed in accordance with the laws of the State of New York, but without giving effect to applicable principals of conflicts of law to the extent that the application of the Law of another jurisdiction would be required thereby.

[Signature pages to follow]

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

[JOINING PARTY]

By: _____
Name:
Title:

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

<p>In re:</p> <p>SPEEDCAST INTERNATIONAL LIMITED, <i>et al.</i>,</p> <p style="text-align: center;">Debtors.¹</p>	<p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p>	<p>Chapter 11</p> <p>Case No. 20-32243 (MI)</p> <p>(Jointly Administered)</p>
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**ORDER (I) AUTHORIZING DEBTORS TO PAY EXPENSE
REIMBURSEMENT UNDER EQUITY COMMITMENT AGREEMENT,
(II) GRANTING RELIEF FROM FINAL DIP ORDER IN CONNECTION
THEREWITH, AND (III) GRANTING RELATED RELIEF**

Upon the motion, dated August 12, 2020 (the “**Motion**”)² of SpeedCast International Limited and its affiliated debtors in the above-captioned chapter 11 cases, as debtors and debtors in possession (collectively, the “**Debtors**”), for an order pursuant to sections 363(b), 364, 503(b), and 105(a) of title 11 of the United States Code (the “**Bankruptcy Code**”), Rules 2002, 6004, and 9024 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and Rule 2002-1 of the Bankruptcy Local Rules for the United States Bankruptcy Court for the Southern District of Texas (the “**Local Rules**”), authorizing the Debtors to pay Expense Reimbursement under the Equity Commitment Agreement and providing relief from the Final DIP Order to the extent necessary in connection therewith; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. § 1334; and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and it

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

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

appearing that venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided, and it appearing that no other or further notice need be provided; and the Court having reviewed the Motion; and the Court having held a hearing on the Motion on _____, 2020 (the “**Hearing**”); and upon the record of the Hearing and upon all of the proceedings had before the Court; and all objections, if any, to the Motion having been withdrawn, resolved, or overruled; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is in the best interests of the Debtors and their respective estates and creditors; and after due deliberation and sufficient cause appearing therefore,

IT IS HEREBY ORDERED THAT:

1. The Debtors are permitted to comply with the terms provided for in the Equity Commitment Agreement, including the payment of Expense Reimbursement, but not the Commitment Fee.
2. Notwithstanding anything in the Final DIP Order, including paragraphs 15(i), 21(b), and 22 thereof, the Debtors are authorized to file a disclosure statement and pursue the Pro-Rata Plan consistent with the Equity Commitment Agreement and this Order.
3. The Debtors are authorized to take all steps necessary or appropriate to carry out the relief granted in this Order.
4. The Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Dated: _____, 2020
Houston, Texas

MARVIN ISGUR
UNITED STATES BANKRUPTCY JUDGE

Exhibit A

Equity Commitment Agreement

EQUITY COMMITMENT AGREEMENT
AMONG
SPEEDCAST INTERNATIONAL LIMITED
AND
THE COMMITMENT PARTIES PARTY HERETO
Dated as of August 12, 2020

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EQUITY COMMITMENT AGREEMENT

This EQUITY COMMITMENT AGREEMENT (including exhibits and schedules attached hereto and incorporated herein, this “**Agreement**”) dated as of August 12, 2020 is made by and among Speedcast International Limited, a company registered in Victoria, Australia (the “**Company**” and together with its direct and indirect subsidiaries, the “**Company Group Entities**”) and the ultimate parent of each of the other Debtors (as defined below) (the Company together with the Debtors, the “**Company Parties**”) and the Commitment Parties set forth on **Schedule 1** hereto (as such list may be amended, supplemented or modified from time to time in accordance with Section 1(f) and Section 2 hereof) (each referred to herein, individually, as a “**Commitment Party**” and, collectively, as the “**Commitment Parties**”). The Company and each Commitment Party is referred to herein, individually, as a “**Party**” and, collectively, as the “**Parties**”.

WHEREAS, on April 23, 2020, the Company and certain of its subsidiaries set forth on **Schedule 2** (collectively, the “**Debtors**”) filed voluntary petitions for relief (the “**Chapter 11 Cases**”) under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. (the “**Bankruptcy Code**”), in the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”);

WHEREAS, the Parties have agreed to a restructuring of the Company’s capital structure and liabilities (the “**Restructuring**”), the material terms of which are set forth in the term sheets (including any schedules and exhibits thereto) attached hereto as **Exhibit A** (the “**Plan Term Sheet**”), **Exhibit B** (the “**Governance Term Sheet**”), **Exhibit C** (the “**Management Co-Investment and Incentive Plan Term Sheet**”), **Exhibit D** (the “**Executive Employment Agreement Term Sheet**”) and, together with the Plan Term Sheet, the Governance Term Sheet, and the Executive Employment Agreement Term Sheet, the “**Restructuring Term Sheets**”). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Plan Term Sheet;

WHEREAS, the Restructuring will be implemented through a joint plan of reorganization for the Debtors (as may be amended, supplemented, amended and restated or otherwise modified from time to time, the “**Plan**”).

WHEREAS, subject to the Bankruptcy Court’s entry of an order confirming the Plan (the “**Confirmation Order**”), consummation of the Plan, and satisfaction of the other conditions specified in Section 7(e) and Section 9 hereof, on the effective date of the Plan (the “**Plan Effective Date**”), a successor entity acting as the parent of the reorganized Company Group Entities (“**New Speedcast Parent**”) will offer and sell new common equity interests (the “**Direct Investment Shares**”, and such investment, the “**Direct Investment**”) with an aggregate purchase price of \$395 million, less the amount of the Management Co-Investment to be agreed (such amount not to exceed \$30 million in the aggregate) by the Company and the Required Commitment Parties (as defined below) no later than fifteen (15) days from the date hereof (such net amount, the “**Aggregate Purchase Price**”) in accordance with the terms of this Agreement;

WHEREAS, in order to facilitate the Restructuring, the Plan and the Direct Investment, pursuant to this Agreement, and subject to the terms, conditions and limitations set forth herein, (A) the Company has agreed to consummate the Restructuring pursuant to the Plan and (B) each Commitment Party, severally and not jointly, has agreed to purchase from New Speedcast Parent, on the Plan Effective Date, the percentage of Direct Investment Shares allocated to such Commitment Party on **Schedule 1** for an aggregate amount in cash equal to such percentage multiplied by the Aggregate Purchase Price (with respect to each Commitment Party, such Commitment Party's "**Funding Amount**"); and

WHEREAS, for purposes of this Agreement, "**Required Commitment Parties**" shall mean, subject to Section 18, those Commitment Parties holding at least 66 $\frac{2}{3}$ % in aggregate amount of the Equity Commitments (as defined below) of all Commitment Parties as of the date on which the consent, waiver or approval is being solicited (excluding any Defaulting Commitment Parties (as defined below) and their corresponding Equity Commitments).

NOW, THEREFORE, in consideration of the foregoing, and the representations, warranties and covenants set forth herein, and for other good and valuable consideration, the Company and the Commitment Parties agree as follows:

Section 1. THE EQUITY COMMITMENTS.

(a) Subject to the conditions set forth in Section 1(f) and Section 7(e), each of the Commitment Parties, severally and not jointly, agrees to purchase, in accordance with Section 1(b), the percentage of Direct Investment Shares allocated to such Commitment Party on Schedule 1 at the aggregate purchase price therefor (the "**Equity Commitments**"). Notwithstanding the foregoing, any Commitment Party may elect by written notice to the Company prior to the hearing at which the Debtors will seek entry to the Confirmation Order to receive the amounts due to it under the Plan pursuant to the secured portions of its Prepetition SFA Claim (as defined below) in the form of Direct Investment Shares at the same per share price as the Direct Investment in lieu of cash, in which case such Commitment Party's Funding Amount hereunder shall be reduced by a corresponding amount.

(b) No later than ten (10) Business Days prior to the expected Plan Effective Date, the Company hereby agrees and undertakes to deliver to each Commitment Party by email delivery a written notice (the "**Commitment Funding Notice**") of (i) the number of Direct Investment Shares allocated to such Commitment Party and such Commitment Party's Funding Amount (after taking into account any reduction thereto contemplated by Section 1(a)) calculated in accordance with this Agreement; (ii) wire instructions for a segregated, escrow account of the Debtors or its agent held in an agreed upon, nationally recognized financial institution (the "**Escrow Account**") to which each Commitment Party shall deliver an amount equal to its Funding Amount; and (iii) the deadline for delivery of the Funding Amount, which shall be two (2) Business Days before the expected Plan Effective Date (the "**Commitment Funding Deadline**"). Each Commitment Party shall deliver and pay its applicable Funding Amount by wire transfer

in immediately available funds into the Escrow Account by the Commitment Funding Deadline. If this Agreement is terminated pursuant to Section 11 or if the Plan Effective Date does not occur within five (5) Business Days following the Commitment Funding Deadline, the funds held in the Escrow Account shall be released to the applicable Commitment Party, without any interest accrued thereon, promptly following such termination. For purposes of this Agreement, “**Business Day**” means any day of the year on which national banking institutions in New York City are open to the public for conducting business and are not required or authorized to close.

(c) Without duplication of the payment by the Debtors of any such fees, costs and expenses under any other agreement with the Debtors and subject to the entry of an order of the Bankruptcy Court approving this Section 1(c) and Section 11(e) (“**Transaction Expenses Order**”), from time to time upon request by any Commitment Party, the New Speedcast Parent, will reimburse or pay, as the case may be, (i) the out-of-pocket expenses (other than fees of counsel except as set forth in clause (ii)) reasonably incurred by the Commitment Parties or their Affiliates whether prior to or after the date hereof, including all reasonable and documented fees with respect to the negotiation, documentation, execution and consummation of the transactions contemplated herein, and including, but not limited to all reasonable and documented fees, out-of-pocket expenses and costs relating to the Company’s Chapter 11 Cases and (ii) all reasonable and documented fees and expenses of (A) Wachtell, Lipton, Rosen & Katz, Vinson & Elkins LLP, and MinterEllison and (B) any other local legal counsel or regulatory counsel or other advisors in any foreign jurisdictions and/or board consultants reasonably retained by the initial Commitment Parties (but limited to one firm per jurisdiction) in connection with the transactions and agreements contemplated hereby (collectively, (i) and (ii), the “**Transaction Expenses**”).

(d) On the Plan Effective Date, the Commitment Parties will purchase, and New Speedcast Parent will sell to the Commitment Parties, only such amount of Direct Investment Shares as is listed in the Commitment Funding Notice.

(e) Delivery of the Direct Investment Shares will be made by New Speedcast Parent to the respective Commitment Parties, on the Plan Effective Date, upon the release of the Funding Amount of each Commitment Party from the Escrow Account, upon which time such funds shall be delivered to New Speedcast Parent by wire transfer of immediately available funds to the account specified by New Speedcast Parent to the Commitment Parties at least twenty four (24) hours in advance.

(f) Notwithstanding the foregoing, each of the Company and Commitment Parties agree that each record holder of an allowed claim under that certain Syndicated Facility Agreement, dated as of May 15, 2018 (including holders of allowed Prepetition SFA Claims in respect of swap obligations) (“**Prepetition SFA Claims**”) that is (i) an “accredited investor” (as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act of 1933 and the rules and regulations of the SEC thereunder (the “**Securities Act**”)) or qualified institutional buyer (within the meaning of Rule 144A of the Securities Act) and (ii) a “professional investor” within the meaning of the Corporations Act 2001 (Cth) (the “**Corporations Act**”) (each such holder, an “**Eligible Holder**”) may become a

Commitment Party under this Agreement by delivering to the Company and the Commitment Parties then party hereto a duly executed joinder to this Agreement in form attached as **Exhibit E** hereto (a “**Joinder**,” each such party, a “**Joining Party**”) on or prior to 11:59 P.M. New York City time on August 21, 2020 (“**Election Deadline**”), committing to purchase Direct Investment Shares pursuant to the terms of this Agreement at the Price Per Share in an amount equal to such Eligible Holder’s pro rata share of the aggregate Direct Investment Shares to be issued to all Commitment Parties pursuant to the terms of this Agreement (calculated based on its percentage as of August 11, 2020 of the aggregate amount of Prepetition SFA Claims held by all Commitment Parties (which, for purposes of determining the holdings of each Commitment Party, shall include any Prepetition SFA Claims which such Commitment Party has agreed to purchase as of August 11, 2020, and shall exclude any Prepetition SFA Claims which such Commitment Party has agreed to sell as of August 11, 2020), including, for the avoidance of doubt, all Eligible Holders who deliver Joinders in accordance with the terms of this Section 1(f)), and each other Commitment Party’s Equity Commitment shall be proportionately reduced by any such commitment. Following the Election Deadline, the Company shall update Schedule 1 to reflect the revised Equity Commitments of the Commitment Parties in accordance with this Section 1(f).

(g) On the Plan Effective Date, New Speedcast Parent will issue to each Commitment Party that was a valid Commitment Party as of 11:59 P.M. New York City time on August 16, 2020 (each, a “**Backstop Commitment Party**”), in consideration for providing the commitment to purchase its pro rata share of the Direct Investment Shares on the terms and conditions set forth herein and for no additional consideration, a number of additional shares of the same class as the Direct Investment Shares that, at the same per-share price as the Direct Investment, would have an aggregate purchase price equal to such Backstop Commitment Party’s pro rata share of \$20.8 million (calculated based on the ratio of such Backstop Commitment Party’s Equity Commitments to the Equity Commitments of all Backstop Commitment Parties as of 11:59 P.M. New York City time on August 16, 2020) (the “**Backstop Commitment Fee**”).

Section 2. NO TRANSFERS. Each Commitment Party’s Equity Commitment shall not be transferable directly or indirectly, in whole or in part. Notwithstanding the foregoing, a Commitment Party may assign its Equity Commitment to any fund, account (including any separately managed accounts) or investment vehicle that is controlled, managed, advised or sub-advised by such Commitment Party, an affiliate thereof or the same investment manager, advisor or subadvisor as such Commitment Party or an affiliate of such investment manager, advisor or subadvisor (each, a “**Related Fund**”); *provided* that such Related Fund shall, as a condition to such transfer, be required to deliver a Joinder (to the extent not then a Party hereto) and the assigning Commitment Party shall remain fully obligated for its Equity Commitment.

Section 3. COMMITMENT PARTY DEFAULT. Any Commitment Party that fails to timely fund its obligations pursuant to Section 1(b) or otherwise breaches any representation, warranty, covenant or agreement herein in a manner that would result in a failure of any condition set forth in Section 9 (a “**Defaulting Commitment Party**”) after

written notice by the Company thereof and a one-Business Day opportunity to cure such default will be liable for its default or breach, and the parties hereto can enforce rights of money damages and/or specific performance upon the failure to timely fund or breach by the Defaulting Commitment Party. Each of the non-defaulting Commitment Parties shall have the right, but not the obligation, to assume, by notice to the Company and each Commitment Party by the earlier of the Plan Effective Date and two days following the expiration of such one-Business Day period, its *pro rata* share of such Defaulting Commitment Party's Equity Commitment, based on the proportion of its Direct Investment Shares to the aggregate amount of Direct Investment Shares of all non-defaulting Commitment Parties assuming such Defaulting Commitment Party's Direct Investment Shares.

Section 4. REPRESENTATIONS AND WARRANTIES OF THE COMPANY. Except as set forth on the Company Disclosure Schedules, the Company represents and warrants to, and agrees with, the Commitment Parties as set forth below. Except as set forth on the Company Disclosure Schedules, the representations and warranties in this Agreement shall in no way be affected by any knowledge or investigation of the subject matter thereof made by or on behalf of any Commitment Party. Except for representations, warranties and agreements that are expressly limited as to their date, each representation, warranty and agreement is made as of the date hereof.

(a) *Organization and Qualification.* Each of the Company Group Entities is duly incorporated or organized, validly existing and, if applicable, in good standing under the laws of its respective jurisdiction of incorporation or organization and has the requisite power and authority to own, lease and operate their respective properties and to carry on its business as now conducted. Each of the Company Group Entities is duly qualified or authorized to do business and, if applicable, is in good standing under the laws of each jurisdiction in which it owns or leases real property or in which the conduct of its business or the ownership of its properties requires such qualification or authorization, except where the failure to be so qualified, authorized or in good standing would not be reasonably likely to result in a Material Adverse Effect (as defined in Section 8(i) hereof).

(b) *Power and Authority.*

(i) The Company has the requisite corporate power and authority to enter into, execute and deliver this Agreement and any other agreements contemplated herein and, subject to entry of the Confirmation Order and consummation of the Plan, to perform its obligations hereunder and under any other agreements contemplated herein, including to issue the Direct Investment Shares. The Company has taken all necessary corporate action required for the due authorization, execution, delivery and performance by it of this Agreement and any other agreements contemplated herein, and subject to the entry of the Confirmation Order, will have taken all necessary corporate action required to perform its obligations hereunder and under any other agreements contemplated herein, including, to issue the Direct Investment Shares.

(ii) Prior to the Plan Effective Date, the Company will have taken all necessary corporate action required for the due authorization, execution, delivery and, and subject to the entry of the Confirmation Order, performance by it of the Plan.

(c) *Execution and Delivery.* This Agreement and any other agreements contemplated herein has been and will be, duly and validly executed and delivered by the Company, and, subject to entry of the Confirmation Order and consummation of this Agreement and any other agreements contemplated herein, constitutes or will constitute the valid and binding obligations of the Company, enforceable against the Company in accordance with their terms.

(d) *Reserved.*

(e) *Issuance.* As of the Plan Effective Date, the issuance of the Direct Investment Shares to be issued and sold by New Speedcast Parent to the Commitment Parties hereunder will have been duly and validly authorized and, when the Direct Investment Shares are issued and delivered to the Commitment Parties hereunder, will be duly and validly issued and outstanding, fully paid, non-assessable and free and clear of all Taxes, liens, pre-emptive rights, rights of first refusal, subscription and similar rights, except as set forth herein or created or otherwise imposed by any Commitment Party, and other than liens pursuant to applicable securities laws.

(f) *No Conflict.* Subject to entry of the Confirmation Order and consummation of the Plan, the sale, issuance and delivery of the Direct Investment Shares pursuant to the terms hereof, and the execution and delivery by the Company of this Agreement and compliance by it with all of the provisions hereof and thereof and the consummation of the transactions contemplated hereby and thereby: (i) will not conflict with or result in a breach or violation of, any of the terms or provisions of, or constitute a default under (with or without notice or lapse of time, or both), or result, except to the extent expressly provided in or contemplated by the Plan, in the acceleration of, or the creation of any lien under, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound or to which any of their properties or assets is subject; (ii) will not result in any violation of the provisions of the organizational documents of the Company; and (iii) assuming the accuracy of the Commitment Parties' representations and warranties in Section 5, except as set forth on Section 4(f) of the Company Disclosure Schedules, will not result in any violation of, or any termination or material impairment of any rights under, any statute or any license, authorization, injunction, judgment, order, decree, rule or regulation of any transnational, domestic or foreign federal, state or local governmental, regulatory or administrative authority, department, agency or official, including any political subdivision thereof including, without limitation, the Committee on Foreign Investment in the United States ("CFIUS") and the Defense Counterintelligence and Security Agency ("DCSA") or any federal, state, municipal, domestic or foreign court, arbitrator, or tribunal ("**Governmental Entity**") or body having jurisdiction over the Company or any of its subsidiaries or any of their respective properties, except in any such case described in clause (c) or clause

(iii), as would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect. .

(g) *Consents and Approvals.* Assuming the accuracy of the Commitment Parties' representations and warranties in Section 5, no consent, approval, authorization, order, registration or qualification of or with any Governmental Entity having jurisdiction over the Company or any of its subsidiaries is required for the issuance, sale and delivery of the Direct Investment Shares to the Commitment Parties hereunder and the execution and delivery by the Company of this Agreement and performance of and compliance by them with all of the provisions hereof and thereof (including payment of the transaction expenses of the Commitment Parties as required in Section 1(b) herein) and the consummation of the transactions contemplated hereby and thereby, except (i) the entry of the Confirmation Order, (ii) filings, if any, pursuant to the HSR Act and the expiration or termination of all applicable waiting periods thereunder or any applicable notification, authorization, approval or consent under any other Antitrust Laws in connection with the transactions contemplated by this Agreement, (iii) consents, approvals and authorizations from the Federal Communications Commission, state public utility commissions and other similar Government Entities having jurisdiction over the assets, businesses, and operations of the Company and its Subsidiaries, (iv) the filing of any other corporate documents in connection with the transactions contemplated by this Agreement with applicable state filing agencies, (v) such consents, approvals, authorizations, registrations or qualifications as may be required under foreign securities laws, federal securities laws or state securities or Blue Sky laws in connection with the offer and sale of the Direct Investment Shares and, (vi) as set forth on Section 4(g) of the Company Disclosure Schedules, and (vii) such consents, approvals, authorizations, registrations or qualifications which are described or provided for in Section 8 or Section 9 or the absence of which would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

(h) *Reserved.*

(i) *Reserved.*

(j) *No Violation.* The Company and its subsidiaries are not, except as a result of the Chapter 11 Cases, in violation of any applicable law or statute or any judgment, order, rule or regulation of any Governmental Entity, except for any such default or violation that would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

(k) *Legal Proceedings.* Other than the Chapter 11 Cases and any adversary proceedings or contested motions commenced in connection therewith, and other than as set forth in the Disclosure Statement (as defined below), there are no legal, governmental or regulatory investigations, actions, suits or proceedings pending or, to the knowledge of the Company, threatened, in each case, to which the Company and its subsidiaries is or may be a party or to which any property of the Company and its subsidiaries is or may be the subject that, individually or in the aggregate would reasonably be expected to result in a Material Adverse Effect. For the purposes of this Agreement "knowledge of the

Company” shall mean the actual knowledge, after reasonable investigation, of Peter Shaper, Joe Spytek and Peter Myers.

(l) *No Broker’s Fees.* The Company is not a party to any contract, agreement or understanding with any person (other than this Agreement) that would give rise to a valid claim against it or the Commitment Parties for a brokerage commission, finder’s fee or like payment in connection with the offering and sale of the Direct Investment Shares.

(m) *Absence of Certain Changes.* Since May 31, 2020, no change, event, circumstance, effect, development, occurrence or state of facts has occurred or exists that have had or are reasonably expected to have, individually or in the aggregate, a Material Adverse Effect.

(n) *Environmental.* Except as to matters that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect: (i) no written notice, claim, demand, request for information, order, complaint or penalty has been received by the Company or any of its subsidiaries from any Governmental Entity, and there are no judicial, administrative or other actions, suits or proceedings pending or, to the knowledge of the Company, threatened which allege a violation of or liability under any Environmental Laws, in each case relating to the Company or any of its subsidiaries, (ii) the Company and each of its subsidiaries is in compliance with Environmental Law and has obtained, maintains in full force and effect, and is in compliance with all material permits, licenses and other approvals currently required under any Environmental Law for conduct of its business as presently conducted by the Company, and (iii) no Hazardous Materials have been released by the Company or any of its subsidiaries at any location in a manner that would reasonably be expected to give rise to any cost, liability or obligation of the Company or any of its subsidiaries under any Environmental Laws. For purposes of this Agreement, “**Environmental Law**” means all applicable foreign, federal, state and local conventions, treaties, protocols, laws, statutes, rules, regulations, ordinances, orders and decrees in effect on the date hereof relating in any manner to contamination, pollution or protection of the environment or exposure to hazardous or toxic substances, materials or wastes, and “**Hazardous Materials**” means all materials, substances, chemicals, or wastes (or combination thereof) that is listed, defined, designated, regulated or classified as hazardous, toxic, radioactive, dangerous, a pollutant, a contaminant, petroleum, oil, or words of similar meaning or effect under any Environmental Law.

(o) *Insurance.* Except as to matters that would not reasonably be expected to be, individually or in the aggregate, material to the Company and its subsidiaries, taken as a whole, the Company and each of its subsidiaries, as applicable, has insured its respective properties and assets against such risks and in such amounts as are customary for companies engaged in similar businesses and in similar jurisdictions. All premiums due and payable in respect of material insurance policies maintained by the Company and its subsidiaries have been paid, except as would not reasonably be expected to be, individually or in the aggregate, material to the Company and its subsidiaries, taken as a whole. As of the date hereof, to the knowledge of the Company, neither the Company nor any of its subsidiaries have received notice from any insurer or agent of such insurer with

respect to any material insurance policies of the Company or any of its subsidiaries of cancellation or termination of such policies, other than such notices which are received in the ordinary course of business or for policies that have expired in accordance with their terms.

(p) *Intellectual Property.* Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (i) the Company and its subsidiaries own, license or possess the right to use, all of the patents, patent rights, trademarks, service marks, trade names, copyrights, licenses, domain names, and any and all applications or registrations for any of the foregoing (collectively, “**Intellectual Property Rights**”) that are reasonably necessary for the operation of their respective businesses, without conflict with the rights of any other person, (ii) to the knowledge of the Company, neither the Company and its subsidiaries nor any Intellectual Property Right, proprietary right, product, process, method, substance, part, or other material now employed, sold or offered by the Company and its subsidiaries, is infringing upon, misappropriating or otherwise violating any valid Intellectual Property Rights of any person, and (iii) no claim or litigation regarding any of the foregoing is pending or, to the knowledge of the Company, threatened.

(q) *No Undisclosed Relationship.* Except for employment relationships and compensation, benefits and travel advances in the ordinary course of business, neither the Company nor any of its subsidiaries is a party to any agreement with, or involving the making of any payment or transfer of assets to, the Company, or any stockholder beneficially owning greater than 5% of the Company, officer, member, partner or director of the Company or any Affiliate of the Company.

(r) *Money Laundering Laws.* The operations of the Company are and have been at all times since August 12, 2015, conducted in compliance in all material respects with applicable financial recordkeeping and reporting requirements of the U.S. Currency and Foreign Transactions Reporting Act of 1970, the money laundering statutes of all jurisdictions in which the Company and its subsidiaries operate (and the rules and regulations promulgated thereunder) and any related or similar laws and there has been no material legal proceeding by or before any Governmental Entity involving the Company or any of its subsidiaries with respect to such laws is pending or, to the knowledge of the Company, threatened.

(s) *Sanctions Laws.* Neither the Company and its subsidiaries nor, to the knowledge of the Company, any of their respective directors, officers, employees or other persons acting on their behalf with express authority to so act are currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department. The Company and its subsidiaries will not directly or indirectly use the proceeds of the Direct Investment, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person, for the purpose of financing the activities of any person that, to the knowledge of the Company and its subsidiaries, is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department.

(t) *Foreign Corrupt Practices Act.* The Company has no knowledge of any actual or alleged material violations of the Foreign Corrupt Practices Act of 1977, as amended (“**FCPA**”), or any applicable anti-corruption or anti-bribery laws in any jurisdiction other than the United States, in each case since August 12, 2015 by the Company and its subsidiaries or any of their respective officers, directors, agents, distributors, employees or any other person acting on behalf of the Company or any of its subsidiaries.

(u) *Taxes.*

(i) Except as would not reasonably be expected to be, individually or in the aggregate, material to the Company and its subsidiaries, taken as a whole, the Company and each of its subsidiaries have paid, or will pay pursuant to the Plan, all material income, gross receipts, license, payroll, employment, excise, severance, occupation, premium, windfalls profits, customs duties, capital stock, franchise, profits, withholding, unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated or other taxes levied by a Governmental Entity, including interest and penalties thereon (“**Taxes**”) imposed on it or its assets, business or properties, except Taxes (i) that are being contested in good faith by appropriate proceedings and for which each of the Company and its subsidiaries (as the case may be) has set aside adequate reserves on the financial statements or (ii) that the nonpayment thereof is required or permitted by the Bankruptcy Code or, to the extent not yet due, that have been accrued and fully provided for in accordance with IFRS. Except as would not reasonably be expected to be, individually or in the aggregate, material to the Company and its subsidiaries, taken as a whole, the Company and each of its subsidiaries has timely filed all income and other returns, information statements or reports required to be filed with any Governmental Entity with respect to Taxes.

(ii) As of the date hereof, with respect to the Company and its subsidiaries, other than in connection with the Chapter 11 Cases and other than Taxes or assessments that are being contested in good faith by appropriate proceedings and for which adequate reserves have been established on the financial statements, there is no outstanding audit, assessment, dispute or claim concerning any material Tax liability of the Company and its subsidiaries (taken as a whole), and the Company and its subsidiaries have not received from any Governmental Entity any written notice regarding any contemplated or pending audit, examination or other administrative proceeding or court proceeding concerning any material amount of Taxes.

(iii) The Company and its subsidiaries have no liability for any material amount of Taxes of any other person or entity, either by operation of law, by contract or as a transferee or successor. The Company and its subsidiaries are not a party to any material Tax allocation or Tax sharing agreement with any third party (other than an agreement entered into in the ordinary course of business

consistent with past practice or the principal purpose of which is not the sharing, assumption or indemnification of Tax).

(iv) None of the Company and any of its subsidiaries has been either a “distributing corporation” or a “controlled corporation” in a distribution occurring during the last five years in which the parties to such distribution treated the distribution as one to which Section 355(a) of the Internal Revenue Code of 1986, as amended, is applicable.

(v) Neither the consummation of the Plan nor the issuance of New Equity Investment Shares will result in any material degrouping charges for tax purpose with respect to the Company or its subsidiaries.

(v) *Title to Property.*

(i) *Personal Property.* Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (A) the Company and its subsidiaries have good title to, free and clear of any and all Liens (other than Permitted Liens) or a valid leasehold interest in, all personal properties, machinery, equipment and other tangible assets of the business necessary for the conduct of the business as presently conducted by the Company and its subsidiaries and (B) such properties, (x) are in the possession or control of the Company or its subsidiaries; and (y) are in good and operable condition and repair, reasonable wear and tear excepted. For purposes of this Agreement, “**Liens**” and “**Permitted Liens**” shall have the respective meanings given to those terms in the DIP Credit Agreement.

(ii) *Leased Real Property.* The Company and its subsidiaries have complied with all obligations under all leases to which it is a party that have not been rejected in the Chapter 11 Cases, except where the failure to comply would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, and all such leases are in full force and effect (except to the extent subject to applicable to bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, and similar laws affecting creditors’ rights generally and to general principles of equity), except leases in respect of which the failure to be in full force and effect would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. The Company and its subsidiaries enjoy peaceful and undisturbed possession under all such leases, other than leases in respect of which the failure to enjoy peaceful and undisturbed possession would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(w) *Labor Relations.* There is no labor or employment-related legal proceeding pending or, to the knowledge of the Company, threatened against the Company or any of its subsidiaries, by or on behalf of any of their respective employees or such employees’ labor organization, works council, workers’ committee, union representatives or any other type of employees’ representatives appointed for collective bargaining purposes, or

by any Governmental Entity having jurisdiction over the Company or any of its subsidiaries or any of their respective properties or employees, that has had or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(x) *Licenses and Permits.* The Company and its subsidiaries possess all licenses, certificates, permits and other authorizations issued by, and have made all declarations and filings with, the appropriate Governmental Entities that are necessary for the ownership or lease of their respective properties and the conduct of their business as presently conducted by the Company and its subsidiaries, in each case, except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, the Company and its subsidiaries (i) have not received written notice of any revocation or modification of any such license, certificate, permit or authorization or (ii) have no reason to believe that any such license, certificate, permit or authorization will not be renewed in the ordinary course.

(y) *Material Contracts.* All Material Contracts are valid, binding and enforceable by and against the Company and its subsidiaries, as applicable (except to the extent enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, and similar laws affecting creditors' rights generally and to general principles of equity), except where the failure to be valid, binding or enforceable would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, and no written notice to terminate, in whole or part, any Material Contract has been delivered to the Company and its subsidiaries except where such termination would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Other than as a result of the filing of the Chapter 11 Cases, neither the Company and its subsidiaries nor, to the knowledge of the Company and its subsidiaries, any other party to any Material Contract, is in default or breach under the terms thereof except (x) as set forth on Section 4(bb) of the Company Disclosure Schedules, or (y) in each case, for such instances of default or breach that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. For purposes of this Agreement, "**Material Contract**" means any contract necessary for the operation of the business of the Company and its subsidiaries as presently conducted by the Company and its subsidiaries that is a "material contract" (as such term is defined in Item 601(b)(10) of Regulation S-K or required to be disclosed on a current report on Form 8-K).

(z) *No Undisclosed Material Liabilities.* There are no liabilities or obligations of the Company or any of its subsidiaries of any kind whatsoever, whether accrued, contingent, absolute, determined or determinable, other than: (i) liabilities or obligations disclosed and provided for in the Financial Statements (as defined below), (ii) liabilities or obligations incurred in the ordinary course of business since the Reference Date (as defined below) or (iii) liabilities or obligations which would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(aa) *Financial Statements.* The financial statements and the related notes thereto of the Company and its consolidated subsidiaries for the year ending December 31, 2019 and the interim period ending May 31, 2020 (the “**Reference Date**”) provided to the Commitment Parties prior to the date hereof (the “**Financial Statements**”) present fairly in all material respects the consolidated financial position of the Company and its subsidiaries as of the dates indicated and the results of their operations and their cash flows for the periods specified. Such financial statements have been prepared in conformity with IFRS as applied on a consistent basis throughout the periods covered thereby (except as disclosed therein).

(bb) *No representations or warranties by the Company or Australian Administrators.* Except for the representations and warranties expressly set forth in this Section 4 (as modified by the Disclosure Schedules), neither the Company, New Speedcast Parent, the Australian Administrator nor any other person has made, makes or shall be deemed to make any other representation or warranty of any kind whatsoever, express or implied, written or oral, at law or in equity, on behalf of the Company or any other Company Group Entities or any of their respective Affiliates, including any representation or warranty regarding the Company or any other Company Group Entities or any other person, the transactions contemplated by this Agreement or any other matter, and the Company hereby disclaims all other representations and warranties of any kind whatsoever, express or implied, written or oral, at law or in equity, whether made by or on behalf of the Company or any other person, including any of their respective directors, officers, employees, advisors, agents, consultants, attorneys, accountants, financial advisors or other representatives (collectively, in respect of a person, such person’s “**Representatives**”). Except for the representations and warranties expressly set forth in this Section 4 (as modified by the Disclosure Schedules), the Company hereby (a) disclaims and negates any representation or warranty, expressed or implied, at common law, by statute, or otherwise, relating to the condition of the Company Group Entities and any of their respective assets, and (b) disclaims all liability and responsibility for all projections, forecasts, estimates, financial statements, financial information, appraisals, statements, promises, advice, data or information made, communicated or furnished (orally or in writing, including electronically) to the Commitment Parties or any of their Affiliate, Related Funds or Representatives (including any opinion, information, projection, or advice that may have been or may be provided to a Commitment Party by any Representative of the Company Group Entities), including omissions therefrom. Without limiting the foregoing, the Company make no representation or warranty of any kind whatsoever, express or implied, written or oral, at law or in equity, to the Commitment Parties or any of their Affiliates, Related Funds or any Representatives regarding the probable success, profitability or value of the Company Group Entities. For the purposes of this Agreement, (i) “**Affiliate**” means, with respect to any specified person, any other person that, at the time of determination, directly or indirectly through one or more intermediaries, Controls, is Controlled by or is under common Control with such specified person (other than a portfolio company of such person or any entity controlled by such portfolio company), and (ii) “**Control**” means, as to any person, the power to direct or cause the direction of the management and policies of such person, whether through the ownership of voting securities, by contract or otherwise.

Section 5. REPRESENTATIONS AND WARRANTIES OF THE COMMITMENT PARTIES. Each of the Commitment Parties, severally and not jointly, represents and warrants to, and agrees with, the Company as set forth below. Each representation, warranty and agreement is made as of the date hereof.

(a) *Formation.* Such Commitment Party has been duly organized or formed, as applicable, and is validly existing as a corporation or other entity in good standing under the applicable laws of its jurisdiction of organization or formation.

(b) *Power and Authority.* Such Commitment Party has the requisite power and authority to enter into, execute and deliver this Agreement and to perform its obligations hereunder and has taken all necessary action required for the due authorization, execution, delivery and performance by it of this Agreement.

(c) *Execution and Delivery.* This Agreement has been duly and validly executed and delivered by such Commitment Party and constitutes its valid and binding obligation, enforceable against such Commitment Party in accordance with its terms.

(d) *Securities Laws Compliance.* The Direct Investment Shares will not be offered for sale, sold or otherwise transferred by such Commitment Party except pursuant to an effective registration statement under the Securities Act or in a transaction exempt from or not subject to registration under the Securities Act and in accordance with any applicable state securities laws.

(e) *Purchase Intent.* Such Commitment Party is acquiring the Direct Investment Shares for its own account or for the accounts for which it is acting as investment advisors or manager, and not with a view to distributing or reselling such Direct Investment Shares or any part thereof. Such Commitment Party understands that such Commitment Party must bear the economic risk of this investment, and further understands that it is not currently contemplated that any Direct Investment Shares will be registered.

(f) *Investor Status.* Such Commitment Party is (i) an “accredited investor” (as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act) or a qualified institutional buyer within the meaning of Rule 144A of the Securities Act and (ii) a “professional investor” within the meaning of the Corporations Act. Such Commitment Party understands that the Direct Investment Shares are being offered and sold to such Commitment Party in reliance upon specific exemptions from the registration requirements of United States federal and state securities laws and that each of the Company and New Speedcast Parent is relying upon the truth and accuracy of, and such Commitment Party’s compliance with, the representations, warranties, agreements, acknowledgments and understandings of such Commitment Party set forth herein in order to determine the availability of such exemptions and the eligibility of such Commitment Party to acquire such securities. Such Commitment Party has such knowledge and experience in financial and business matters such that it is capable of evaluating the merits and risks of its investment in the Direct Investment Shares. Such Commitment Party understands and is able to bear any economic risks associated with such investment

(including the necessity of holding such shares for an indefinite period of time). Except for the representations and warranties expressly set forth in this Agreement, such Commitment Party has independently evaluated the merits and risks of its decision to enter into this Agreement and disclaims reliance on any representations or warranties, either express or implied, by or on behalf of the Company, the Debtors or New Speedcast Parent. Such Commitment Party acknowledges that it has been afforded the opportunity to ask questions and receive answers concerning the Company Group Entities, New Speedcast Parent and their businesses and operations, and to obtain additional information that it has requested to verify the accuracy of the information contained herein.

(g) *No Conflict.* Assuming the consents referred to in clause 5(h) are obtained, the execution and delivery by such Commitment Party of this Agreement, the compliance by such Commitment Party with all provisions hereof and the consummation of the transactions contemplated hereunder (i) will not result in any violation of the provisions of the organizational documents of such Commitment Party; and (ii) assuming the accuracy of the Company's representations and warranties in Section 4, will not result in any violation of, or any termination or material impairment of any rights under, any statute or any license, authorization, injunction, judgment, order, decree, rule or regulation of any Governmental Entity having jurisdiction over such Commitment Party or any of their properties, except in any such case described in clause (ii), as would not, individually or in the aggregate, reasonably be expected to result in a material adverse effect on the ability of such Commitment Party to perform its obligations under this Agreement.

(h) *Consents and Approvals.* Assuming the accuracy of the Company's representations and warranties in Section 4, no consent, approval, authorization, order, registration or qualification of or with any Governmental Entity having jurisdiction over such Commitment Party or any of its properties is required for the purchase of the Shares by the Commitment Parties hereunder and the execution and delivery by such Commitment Party of this Agreement and performance of and compliance by it with all of the provisions hereof and thereof (and the consummation of the transactions contemplated hereby and thereby), except (i) the entry of the Confirmation Order, (ii) filings, if any, pursuant to the HSR Act and the expiration or termination of all applicable waiting periods thereunder or any applicable notification, authorization, approval or consent under any other Antitrust Laws in connection with the transactions contemplated by this Agreement, (iii) consents, approvals and authorizations from the Federal Communications Commission, state public utility commissions and other similar Government Entities having jurisdiction over the assets, businesses, and operations of the Company and its Subsidiaries; (iv) the filing of any other corporate documents in connection with the transactions contemplated by this Agreement with applicable state filing agencies, (v) such consents, approvals, authorizations, registrations or qualifications as may be required under foreign securities laws, federal securities laws or state securities or Blue Sky laws in connection with the offer and sale of the Direct Investment Shares, (vi) as set forth on Section 4(g) of the Company Disclosure Schedules, and (vii) such consents, approvals, authorizations, registrations or qualifications which are described or provided for in Section 8 or Section 9 or the

absence of which would not, individually or in the aggregate, reasonably be expected to result in a material adverse effect on the ability of such Commitment Party to perform its obligations under this Agreement.

(i) *Sufficiency of Funds.* As of the date hereof, such Commitment Party has access to sufficient immediately available funds and/or capital commitments, and as of the Commitment Funding Deadline such Commitment Party will have sufficient immediately available funds, to make and complete the payment of the aggregate purchase price for Direct Investment Shares on or prior to the Commitment Funding Deadline.

(j) *No Brokers Fee.* Such Commitment Party is not a party to any contract with any person that would give rise to a valid claim against any of the Debtors for a brokerage commission, finder's fee or like payment in connection with the Direct Investment or the sale of the Direct Investment Shares.

(k) *Due Diligence Investigation.* Such Commitment Party acknowledges and represents and warrants to the Company that:

(i) such Commitment Party (a) has completed such inquiries and investigations as it has deemed appropriate into, and, based thereon, has formed an independent judgment concerning, the Company Group Entities and the transactions contemplated by this agreement, and (b) has been furnished with, or given access to, all such projections, forecasts, estimates, appraisals, statements, promises, advice, data or information about the Company Group Entities sufficient to make the agreements hereunder. Such Commitment Party further acknowledges and agrees that (x) the only representations and warranties made by the Company are the representations and warranties expressly set forth in Section 4 (as modified by the Disclosure Schedules) and such Commitment Party has not relied upon any other express or implied representations, warranties or other projections, forecasts, estimates, appraisals, statements, promises, advice, data or information made, communicated or furnished by or on behalf of the Company Group Entities or any of their respective Affiliates or Representatives, including any projections, forecasts, estimates, appraisals, statements, promises, advice, data or information made, communicated or furnished by or through the Company's financial professional advisors, or management presentations, data rooms (electronic or otherwise) or other due diligence information, and that such Commitment Party will not have any right or remedy arising out of any such other representation, warranty or other projections, forecasts, estimates, appraisals, statements, promises, advice, data or information and (y) any claims such Commitment Party may have for breach of any representation or warranty shall be based solely on the representations and warranties of Seller expressly set forth in Section 4 (as modified by the Disclosure Schedules).

(ii) entry by such Commitment Party into this Agreement is as a result of, and in reliance solely upon (i) such Commitment Party's and its Representatives' knowledge, experience, enquiries and advice concerning the Company Group Entities; and (ii) such Commitment Party's due diligence inquiries and investigations, and without the benefit of any inducement, representation or warranty

from any Company Group Entity, the Australian Administrators or their respective Representatives (irrespective of whether or not the due diligence investigation was as full or as exhaustive as such Commitment Party would have wished) other than those expressly set out in this Agreement;

(iii) other than as set out in this Agreement, none of the Company Group Entities, the Australian Administrators or their respective Representatives: (i) has made or makes any representation or warranty as to the accuracy or completeness of any information provided by the Company or any other Company Group Entity, the Australian Administrators or their respective Representatives to such Commitment Party or its Representatives in connection with this Agreement; (ii) accepts any duty of care in relation to such Commitment Party or its Representatives in respect of any such information; or (iii) will be liable to such Commitment Party or its Representatives if, for whatever reason, any information provided by a Company Group Entity, the Australian Administrators or their respective Representatives to such Commitment Party or its Representatives is or becomes inaccurate, incomplete or misleading in any way;

(iv) except as set out in this Agreement, all warranties and representations on the part of the Company and any other Company Group Entities, whether express or implied, statutory or otherwise (including under the *Competition and Consumer Act 2010* (Cth) or the Corporations Act) are, to the fullest extent permitted by law, expressly excluded and the Company Group Entities and the Australian Administrators disclaim all liability in relation to them to the fullest extent permitted by law (on its own behalf and on behalf of the Australian Administrators and their respective Representatives); and

(v) the information provided to such Commitment Party or its Representatives in connection with the Company Group Entities, the Australian Administrators or this Agreement (i) has not been verified, analyzed, audited, tested, assessed or reviewed by any Company Group Entity, the Australian Administrators or their respective Representatives, and (ii) may not constitute all information which may be required by it to make an assessment of the Company Group Entities or any of the transactions contemplated by this Agreement.

Section 6. ADDITIONAL COVENANTS OF THE COMPANY AND MANAGEMENT. The Company agrees with the Commitment Parties as follows:

(a) *Plan and Disclosure Statement.* The Company shall, and shall cause the other Debtors to: (i) file the motion to approve the Transaction Expenses Order on August 12, 2020, and (ii) file, no later than August 20, 2020, the Plan and a related disclosure statement (the “**Disclosure Statement**”) with the Bankruptcy Court, each on terms consistent with this Agreement and the Plan Term Sheet and the other Restructuring Term Sheets. and otherwise in form and substance reasonably acceptable to the Required Commitment Parties and the Company; (iii) use reasonable best efforts to obtain the entry of an order by the Bankruptcy Court, in form and substance reasonably acceptable to the Company and the Required Commitment Parties, approving the

Disclosure Statement on a conditional basis (the “**Disclosure Statement Order**”) as soon as practicable; (iv) use reasonable best efforts to obtain the entry of a Confirmation Order by the Bankruptcy Court, in form and substance reasonably acceptable to the Required Commitment Parties and the Company; and (v) use reasonable best efforts to obtain the entry of a Transaction Expenses Order by the Bankruptcy Court, in form and substance reasonably acceptable to the Required Commitment Parties and the Company. The Company will provide to the Commitment Parties and their counsel a draft copy of the Plan, the Disclosure Statement, the Disclosure Statement Order and the Confirmation Order and a reasonable opportunity to review and comment on such documents and orders prior to the same being filed with the Bankruptcy Court.

(b) *Support of the Plan.* The Company and the Debtors, as applicable, shall (i) negotiate in good faith the terms of the Plan, Disclosure Statement, the Disclosure Statement Order and the Confirmation Order and such other agreements, documents, motions or filings necessary to implement the Restructuring, and (ii) support and make commercially reasonable efforts to (A) obtain the entry of the Confirmation Order, and (B) take all other actions required under the terms of this Agreement and, once filed, the Plan, consistent with the Bankruptcy Code, the Bankruptcy Rules and the Plan.

(c) *Governance Documents.* The Company shall negotiate in good faith and otherwise use its reasonable best efforts to agree upon, enter into and make effective long-form documents providing for the governance of New Speedcast Parent (it being understood that the certificate of formation, certificate of incorporation, bylaws, or similar organizational documents of New Speedcast Parent shall be subject to Section 6(f) and not this Section 6(c)), on terms consistent with the Governance Term Sheet and as otherwise reasonably agreed by the Company and the Required Commitment Parties; provided that if such long-form documents have not been executed and/or made effective as of the Plan Effective Date then the Governance Term Sheet shall be binding upon the Company and each Commitment Party.

(d) *MIP.* The Company shall negotiate in good faith and otherwise use its reasonable best efforts to agree upon, enter into and make effective long-form documents on terms consistent with the Management Co-Investment and Incentive Plan Term Sheet and as otherwise reasonably agreed by the Company and the Required Commitment Parties; provided that if such long-form documents have not been executed and/or made effective as of the Plan Effective Date then the Management Co-Investment and Incentive Plan Term Sheet shall be binding upon the Company.

(e) *Executive Employment Agreements.* The Company shall negotiate in good faith and otherwise use its reasonable best efforts to agree upon, enter into and make effective long-form documents on terms consistent with the Executive Employment Agreement Term Sheet unless otherwise agreed by the Company, New Speedcast Parent and Required Commitment Parties.

(f) *Other Restructuring Documents.* The Company shall negotiate in good faith and otherwise use its reasonable best efforts to agree upon, enter into and make effective such other agreements, instruments, documents, motions and/or filings as may

be necessary or advisable to effectuate the terms of the Restructuring Term Sheets (collectively and together with the Plan, the “**Restructuring Documents**”), in each case on terms consistent in all material respects with this Agreement and the Restructuring Term Sheets and otherwise in form and substance reasonably acceptable to the Required Commitment Parties and the Company; provided that in addition to the foregoing requirements, unless otherwise agreed by the Required Commitment Parties, the certificate of formation, certificate of incorporation, bylaws, or similar organizational documents of New Speedcast Parent shall be on terms consistent with the Governance Term Sheet and shall not contain any material governance terms that are not included in the Governance Term Sheet.

(g) *Consultation and Cooperation.* The Company will, and will cause the other Company Parties to, deliver to Wachtell, Lipton, Rosen & Katz and any other counsel to a Commitment Party (to the extent practicable) as soon as available but no later than two Business Days prior to filing, copies of all proposed non-ministerial or non-administrative pleadings, motions, applications, orders and other documents to be filed by or on behalf of the Company Parties with the Bankruptcy Court in the Chapter 11 Cases, and shall consult in good faith with Wachtell, Lipton, Rosen & Katz and any other counsel to a Commitment Party and the other advisors to the Commitment Parties regarding the form and substance of any such document. The Plan, the Disclosure Statement, the Disclosure Statement Order, the Confirmation Order, the other Restructuring Documents shall be in form and substance reasonably acceptable to the Required Commitment Parties and the Company.

(h) *Share Legend.* Each certificate evidencing Direct Investment Shares issued hereunder and each certificate issued in exchange for or upon the transfer of any such shares, shall be stamped or otherwise imprinted with a legend (the “**Legend**”) in substantially the following form:

“THE SECURITIES REPRESENTED BY THIS CERTIFICATE WERE ORIGINALLY ISSUED ON [DATE OF ISSUANCE], HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”), OR ANY OTHER APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR AN AVAILABLE EXEMPTION FROM REGISTRATION THEREUNDER.”

In the event that any such Direct Investment Shares are uncertificated, such Direct Investment Shares shall be subject to a restrictive notation substantially similar to the Legend in the stock ledger or other appropriate records maintained by New Speedcast Parent or agent and the term “Legend” shall include such restrictive notation. New Speedcast Parent shall remove the Legend (or restrictive notation, as applicable) set forth above from the certificates evidencing any such Direct Investment Shares (or the share register or other appropriate New Speedcast Parent records, in the case of uncertified shares), upon request, at any time after the restrictions described in such Legend cease to be applicable, including, as applicable, when such Direct Investment Shares may be sold under Rule 144 of the Securities Act. New Speedcast Parent may reasonably request such

certificates or other factual evidence that such restrictions no longer apply as a condition to removing the Legend.

(i) *Approvals.* Except as set forth in this Agreement or with the prior written consent of the Required Commitment Parties, during the period from the date of this Agreement to the earlier of the Plan Effective Date and the date on which this Agreement is terminated in accordance with its terms, the Company shall, and shall (to the extent applicable) cause the other Company Group Entities to, use reasonable best efforts to take all actions and prepare and file as promptly as practicable (and in the case of any filings required under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder (the “**HSR Act**”), within ten (10) Business Days of this Agreement or of any Joinder with respect to such Joining Party), all necessary documentation (including by reasonably cooperating with the Commitment Parties as to the appropriate time of filing such documentation and its content) and to effect all applications that are necessary or advisable in connection with seeking any approval, clearance, exemption or authorization from any Governmental Entity, including without limitation, DCSA, CFIUS, ASIC (if applicable) and ASX, and under any Antitrust Laws, so as to consummate and make effective the Restructuring or to otherwise waive the requirement for the Company to obtain shareholder approval, including the transactions contemplated by this Agreement no later than the Outside Date. To the extent permitted by applicable law, the Company shall promptly notify the Commitment Parties (and furnish to them copies of, if requested) of any communications from Governmental Entities and shall not participate in any meeting or discussion with any such authority unless it consults with Wachtell, Lipton, Rosen & Katz and any other counsel to a Commitment Party, on behalf of the Commitment Parties, in advance to the extent permitted by applicable law and gives Wachtell, Lipton, Rosen & Katz and any other counsel to a Commitment Party, on behalf of the Commitment Parties, reasonable prior notice of the meeting or discussion and the opportunity to attend and participate thereat. The Company shall not, and shall cause the other Company Group Entities not to, take any action that impedes or materially delays, or is reasonably likely to materially impede or delay, the ability of the Parties to obtain any necessary approvals required for the transactions contemplated by this Agreement by the Outside Date. The Company shall, and shall cause the other Company Group Entities to, take any and all necessary steps to resolve as soon as reasonably practicable any inquiry or investigation by any Government Entity relating to the transactions contemplated by this Agreement. In connection with any such inquiry or investigation, the Company further agrees to supply as promptly as reasonably practicable any additional information and documentary material that may be requested or required pursuant to applicable law, including any Antitrust Law. The Company shall not withdraw their HSR Act filings, or any filings necessary to consummate the transactions contemplated by this Agreement, enter into any agreements to extend any HSR Act waiting period or enter into any agreements not to consummate or delay consummation of the transactions contemplated by this Agreement without the prior written consent of the Required Commitment Parties, other than as contemplated in Section 11(a) of this Agreement. Notwithstanding the foregoing, the Company shall not, and shall cause the other Company Group Entities not to, make, agree to or accept any offer, acceptance or counter-offer with any Governmental Entity

with respect to any proposed settlement, consent decree, commitment or remedy, except as specifically agreed to with the Required Commitment Parties. For purposes of this Agreement, “**Antitrust Laws**” means the HSR Act, the Sherman Act, as amended, the Clayton Act, as amended, the Federal Trade Commission Act, as amended, and all other applicable laws that are designed or intended to prohibit, restrict or regulate actions or transactions having the purpose or effect of monopolization or restraint of trade or lessening of competition through merger or acquisition or effectuating foreign investment.

(j) *Conduct of Business.* Before and through the Plan Effective Date, except as (A) expressly set forth herein, (B) expressly provided in the Plan, any order entered by the Bankruptcy Court or in connection with the Australian Insolvency Proceedings, or (C) with the express written consent of the Required Commitment Parties (such consent not to be unreasonably withheld, conditioned or delayed), the Company shall, and shall cause the other Company Group Entities to, (i) except to the extent inconsistent with the Bankruptcy Code or the DIP Credit Agreement, carry on its business in the ordinary course based on historical practices and the operations contemplated in the Company’s existing business plan (as may be updated in the ordinary course from time to time with the consent of the Required Commitment Parties), (ii) preserve intact their current business organization (including by not taking or failing to take any action that would cause a change to the tax status or classification of any Company Group Entity), (iii) use commercially reasonable efforts to keep available the services of their current executive officers and key employees, and (iv) use commercially reasonable efforts to preserve their relationships with material customers, suppliers, licensors, licensees, distributors and others having material business dealings with the Company Group Entities. Notwithstanding anything to the contrary contained herein, any action taken, or omitted to be taken, by the Company or any other Company Group Entity (a) in connection with the Australian Insolvency Proceedings or any other insolvency process in any jurisdiction in relation to the Company Group Entities, in each case, as may be necessary or advisable to effect the Restructuring or (b) any action taken, or omitted to be taken, by the Company Group Entities pursuant to any law, directive, pronouncement or guideline providing for business closures, “sheltering-in-place” or other restrictions that relates to, or arises out of, the COVID-19 pandemic (collectively, a “**COVID-19 Response**”) shall in no event constitute a breach of this Section 6(j).

(k) *Access to Information.* The Company shall (i) afford the Commitment Parties and their respective representatives upon reasonable request and reasonable notice, from the period commencing on the date hereof and through the Plan Effective Date, reasonable access, during normal business hours and without unreasonable disruption or interference with the Company’s business or operations, to the Company’s employees, advisors, properties, books, contracts and records and (ii) during such period, furnish promptly to such parties all reasonable information concerning the Company’s business, properties and personnel and Tax profile, including the Tax structure and Tax attributes of the Company Group Entities, as may reasonably be requested by any such party, and directly related to a stated purpose for such request, including tax and financial analyses conducted by the Company and its advisors to the extent such analyses may be relevant to the Commitment Parties’ Direct Investment and participation in the

transactions contemplated by this Agreement and (iii) during such period, keep the Commitment Parties reasonably informed of any pending or threatened legal, governmental or regulatory investigations, actions, suits or proceedings and any internal investigations relating to any potential or alleged violation of any applicable law or statute or any judgment, order, rule or regulation of any Governmental Entity; *provided* that the foregoing shall not require the Company (x) to permit any inspection, or to disclose any information, that in the reasonable judgment of the Company would cause the Company to violate any of its obligations with respect to confidentiality to a third party, (y) to disclose any legally privileged or commercially sensitive information of the Company or (z) to violate any applicable laws or orders; *provided, further*, that in such instances the Company shall to the extent permitted by applicable laws inform the Commitment Parties of the general nature of the information being withheld and, if a Commitment Party requests, exercise commercially reasonable efforts to provide such information, in whole or in part, in a manner that would not result in any of the outcomes described in preceding proviso; *provided, further*, that the Commitment Parties shall, as a condition to such access, enter into customary access letters at the request of the Company and its advisors. Notwithstanding anything to the contrary contained herein, the Company shall be deemed not to have violated or breached this Section 6(k) to the extent such breach is the consequence of actions reasonably taken by the Company in connection with a COVID-19 Response; provided, that the Company shall, to the extent legally permissible, reasonably necessary and practicable, make appropriate substitute arrangements.

(l) *Further Assurances.* Without in any way limiting any other obligation of the Company in this Agreement, the Company shall use commercially reasonable efforts to take or cause to be taken all actions, and do or cause to be done all things, reasonably necessary, and as any Commitment Party may reasonably request, in order to consummate and make effective the transactions contemplated by this Agreement. The Company furthermore agrees that it shall perform, and cause the other Company Group Entities to perform, any and all of its covenants, agreements and obligations under this Agreement and not take any actions that would be inconsistent with such obligations.

(m) *Tax Treatment.* The Backstop Commitment Fee shall be treated as a “put premium” paid to the applicable Commitment Parties, for all U.S. federal income Tax purposes (and, to the extent applicable, for state, local and non-U.S. Tax purposes), and such amount shall not be subject to set off or deduction in respect of withholding Taxes, except as otherwise required by a change in applicable law after the date of this Agreement.

(n) *Appointment of Australian Administrators.* The Parties hereby acknowledge and agree that, after the date hereof, the Company may appoint one or more administrators of the Company (an “**Australian Administrator**”), *provided* that prior to the appointment of an Australian Administrator, the Company shall consult in good faith with the Commitment Parties regarding the necessity and desirability of such appointment; *provided, however*, that such consultation shall not be deemed to constrain the free exercise of business judgment by the board of directors of the Company in accordance with their fiduciary duties. The Parties agree to (i) cooperate with, and take

all measures reasonably necessary to support, any such appointment of an Australian Administrator, (ii) that the terms of this Agreement concerning or otherwise applicable to an “Australian Administrator” shall apply as between the Parties with respect to such Australian Administrator following any such appointment, and (iii) take all steps reasonably necessary to effect and support a deed of company arrangement or other arrangements satisfactory to such Australian Administrators giving effect to the Plan.

Section 7. **ADDITIONAL COVENANTS OF THE COMMITMENT PARTIES.** Each of the Commitment Parties agrees, severally and not jointly, with the Company and each other Commitment Party:

(a) *Approvals.* Except as set forth in this Agreement or with the prior written consent of the Company, during the period from the date of this Agreement to the earlier of the Plan Effective Date and the date on which this Agreement is terminated in accordance with its terms, each Commitment Party shall use reasonable best efforts to take all actions and prepare and file as promptly as practicable, and in the case of any filings required under the HSR Act within ten (10) Business Days of this Agreement or Joinder with respect to such Joining Party, all necessary documentation (including by reasonably cooperating with the Company and each other Commitment Party as to the appropriate time of filing such documentation and its content) and to effect all applications that are necessary or advisable in connection with seeking any governmental approval, clearance, exemption or authorization from any Governmental Entity, including without limitation, DCSA and CFIUS, and under any Antitrust Laws, so as to consummate and make effective the transactions contemplated by this Agreement no later than the Outside Date. To the extent permitted by applicable law, each Commitment Party shall promptly notify the Company and any other Commitment Party subject to the same filing or notice before any Governmental Entity (a “**Joint Commitment Party**”) (and furnish to the Company and any Joint Commitment Party copies of, if requested) of any communications from any Government Entity and shall not participate in any discussion or meeting with any such Government Entity unless it consults with the Company and any Joint Commitment Party in advance and gives the Company and any Joint Commitment Party reasonable prior notice of the meeting or discussion and the opportunity to attend and participate thereat. No Commitment Party shall take any action that is intended or reasonably likely to materially impede or delay the ability of the Parties to obtain any necessary approvals required for the transactions contemplated by this Agreement by the Outside Date. The Commitment Parties shall, and shall cause their Affiliates to, take any and all necessary steps to resolve as soon as reasonably practicable any inquiry or investigation by any Government Entity relating to the transactions contemplated by this Agreement. In connection with any such inquiry or investigation, the Commitment Parties further agree to supply as promptly as reasonably practicable any additional information and documentary material that may be requested or required pursuant to applicable law, including any Antitrust Law. The Commitment Parties shall not withdraw their HSR Act filings, or any filings necessary to consummate the transactions contemplated by this Agreement, enter into any agreements to extend any HSR Act waiting period or enter into any agreements not to consummate or delay consummation of the transactions contemplated by this Agreement without the prior written consent of the Company, other than as contemplated in Section 11(a) of this

Agreement. Neither the Commitment Parties nor their respective Related Parties (as defined below) shall be required to (i) propose, negotiate, commit to and effect, by consent decree, hold separate order or otherwise, the sale, divestiture or disposition of, or prohibition or limitation on the ownership, equity interest, or operation by the Commitment Parties or any of their respective Related Parties of any portion of the business, properties or assets of the Company, Commitment Parties or any of their respective Related Parties, nor shall any Commitment Party make any offer, acceptance or counter-offer to or otherwise engage in negotiations or discussions with any Governmental Entity with respect to any such action without the written consent of the Required Commitment Parties, or (ii) initiate and/or participate in any proceedings, whether judicial or administrative, in order to (a) oppose or defend against any action by any Governmental Entity to prevent or enjoin the consummation of the transactions contemplated by this Agreement, and/or (b) take such action to overturn any regulatory action by any Governmental Entity to block consummation of the transactions contemplated by this Agreement, including by defending any suit, action or other legal proceeding brought by any Governmental Entity in order to avoid the entry of, or to have vacated, overturned or terminated, any decree, judgment, injunction or other order, whether temporary, preliminary or permanent, resulting from any suit, action or other legal proceeding; provided, that the Commitment Parties shall be required to propose, negotiate, commit to and effect, by consent decree, hold separate order or otherwise, the sale, divestiture or disposition of the business, properties or assets of the Company, or prohibition or limitation on the ownership, equity interest, or operation by the Commitment Parties of the Company; provided, further, that any such sale, divestiture, disposition, prohibition or limitation (A) is conditioned on the occurrence of, and shall become effective only from and after, the Plan Effective Date and (B) will not, in the aggregate, have a material and adverse effect on the Company and its subsidiaries or their respective assets, liabilities or operations, or on the value of the Direct Investment Shares.

(b) *Support of Plan.* Each Commitment Party agrees, severally and not jointly, that, prior to the earlier to occur of (x) the Plan Effective Date and (y) the termination of this Agreement in accordance with its terms, that it shall, (i) negotiate in good faith the terms of the Plan, Disclosure Statement, the Disclosure Statement Order and the Confirmation Order and such other agreements, documents, motions or filings necessary to implement the Restructuring and (ii) use its reasonable best efforts to cause its controlled Affiliates to agree to: (A) timely vote or cause to be voted all of its Claims owned or controlled by it to accept the Plan by timely delivering a duly executed and completed ballot or ballots, as applicable, accepting the Plan; (B) not change or withdraw such vote or exercise (or cause or direct such vote or exercise to be changed or withdrawn); (C) consent to the treatment of all Claims and Interests in the Debtors as set forth in the Plan; and (D) not object to or otherwise commence any proceeding or take any other action opposing any of the terms of the Disclosure Statement or the Plan or this Agreement or that is inconsistent with or would materially delay or impede the consummation of the Plan or the transactions contemplated by this Agreement, unless, in each case, the Plan is modified in a manner that violates the terms of this Agreement.

(c) *Governance Documents.* Each Commitment Party shall negotiate in good faith and otherwise use its reasonable best efforts to agree upon, enter into and make

effective long-form documents providing for the governance of New Speedcast Parent (it being understood that the certificate of formation, certificate of incorporation, bylaws, or similar organizational documents of New Speedcast Parent shall be subject to Section 7(f) and not this Section 7(c)), on terms consistent with the Governance Term Sheet and as otherwise reasonably agreed by the Company and the Required Commitment Parties; provided that if such long-form documents have not been executed and/or made effective as of the Plan Effective Date then the Governance Term Sheet shall be binding upon the Company and each Commitment Party.

(d) *MIP*. Each Commitment Party shall negotiate in good faith and otherwise use its reasonable best efforts to agree upon, enter into and make effective long-form documents on terms consistent with the Management Co-Investment and Incentive Plan Term Sheet and as otherwise reasonably agreed by the Company and the Required Commitment Parties; provided that if such long-form documents have not been executed and/or made effective as of the Plan Effective Date then the Management Co-Investment and Incentive Plan Term Sheet shall be binding upon the Company.

(e) *Executive Employment Agreements*. Each Commitment Party shall negotiate in good faith and otherwise use its reasonable best efforts to agree upon, enter into and make effective long-form documents on terms consistent with the Executive Employment Agreement Term Sheet or as otherwise reasonably agreed by Company, New Speedcast Parent and the Required Commitment Parties.

(f) *Restructuring Documents*. Each Commitment Party shall negotiate in good faith and otherwise use its reasonable best efforts to agree upon, enter into and make effective the Restructuring Documents, in each case on terms consistent in all material respects with this Agreement and the Restructuring Term Sheets and otherwise in form and substance reasonably acceptable to the Company and the Required Commitment Parties; provided that in addition to the foregoing requirements, unless otherwise agreed by the Required Commitment Parties, the certificate of formation, certificate of incorporation, bylaws, or similar organizational documents of New Speedcast Parent shall be on terms consistent with the Governance Term Sheet and shall not contain any material governance terms that are not included in the Governance Term Sheet.

Section 8. CONDITIONS TO THE OBLIGATIONS OF THE COMMITMENT PARTIES. The obligations of each Commitment Party to purchase its respective Direct Investment Shares on the Plan Effective Date are subject to the satisfaction of the following conditions (unless waived by the Required Commitment Parties):

(a) *Plan and Confirmation Order*. The Plan, the Disclosure Statement, the Confirmation Order and the Disclosure Statement Order, as entered by the Bankruptcy Court, shall each be in the form and substance reasonably acceptable to the Debtors and the Required Commitment Parties, and, in the case of the Confirmation Order and the Disclosure Statement Order, shall be final, non-appealable and not subject to any stay as of the Plan Effective Date.

(b) *Conditions to the Plan.* The conditions to the occurrence of the Plan Effective Date set forth in the Plan shall have been satisfied or waived in accordance with the terms thereof and, concurrent with the consummation of the Direct Investment contemplated hereunder, the Plan and the Plan Effective Date shall have occurred or be deemed to have occurred.

(c) *Approvals.* (i) Any waiting period (and any extensions thereof) applicable to consummate the transactions contemplated by this Agreement under the HSR Act shall have expired or been terminated and (ii) all orders, notifications, approvals, clearances, waivers, exemptions, declarations, authorizations and consents of any Governmental Entity as required to consummate the transactions contemplated by this Agreement shall have been issued, made, or obtained, as applicable.

(d) *Commitment Funding Notice.* The Commitment Parties shall have received a Commitment Funding Notice in accordance with Section 1(b).

(e) *Valid Issuance.* The Direct Investment Shares shall be, upon (i) payment of the Aggregate Purchase Price as provided herein and (ii) the Plan Effective Date, validly issued and outstanding, and free and clear of all Taxes, liens, pre-emptive rights, rights of first refusal, subscription and similar rights, except as set forth herein or created or otherwise imposed by any Commitment Party, and other than liens pursuant to applicable securities laws.

(f) *No Restraint.* No judgment, injunction, decree or other legal restraint shall be in effect that prohibits the consummation of the Plan, the Restructuring, the Direct Investment or the transactions contemplated hereby or thereby.

(g) *Representations and Warranties.*

(i) The representations and warranties of the Company contained in Sections 4(a), (b), (c), (e) and (f)(ii) that are qualified as to materiality shall be true and correct, and those not so qualified shall be true and correct in all material respects on and as of the date hereof and on and as of the Plan Effective Date as if made on and as of such date (or, to the extent made as of a specific date, as of such date); and

(ii) all other representations and warranties of the Company contained in Section 4 shall be true and correct (without giving effect to any qualification set forth therein as to “materiality”, “Material Adverse Effect” or other qualifications based on the word “material” or similar phrases) on and as of the date hereof and on and as of the Plan Effective Date as if made on and as of such date (or, to the extent made as of a specific date, as of such date), except, where the failure of such representations and warranties to be so true and correct does not have, and would not reasonably be expected to have, a Material Adverse Effect.

(h) *Covenants.* The Company shall have performed and complied in all material respects with all obligations and agreements required in this Agreement to be performed or complied with by it prior to the Plan Effective Date.

(i) *Material Adverse Effect.* Since the date hereof, there shall not have occurred a Material Adverse Effect. For the purposes of this Agreement, “**Material Adverse Effect**” shall mean a material and adverse effect on, and/or changes that would reasonably be expected to result in a material and adverse effect with respect to, (a) the business, operations, properties, assets or condition (financial or otherwise) of the Company Group Entities, taken as a whole, except to the extent arising from or attributable to: (i) any change in global, national or regional political conditions or in the general business, market, financial or economic conditions affecting the industries, regions and markets in which the Company Group Entities operate, (ii) any change arising in connection with, hostilities, acts of war, sabotage or terrorism or military actions or any escalation or material worsening of any such hostilities, acts of war, sabotage or terrorism or military actions, whether commenced before or after the date hereof and whether or not pursuant to the declaration of a national emergency or war, (iii) the announcement of this Agreement, (iv) changes in the market price or trading volume of the claims or equity or debt securities of the Company (but not the underlying facts giving rise to such changes unless such facts are otherwise excluded pursuant to the clauses contained in this definition), (v) changes in the United States or foreign securities or financial markets in general (including any decline in the price of securities generally or any market or index), (vi) any change that generally affects any industry in which the Company Group Entities operate, (vii) the occurrence of any act of God or other calamity or force majeure event (whether or not declared as such), including any civil disturbance, embargo, natural disaster, fire, flood, hurricane, tornado, or other weather event, (viii) any changes in applicable laws generally applicable to any industry in which the Company Group Entities operate or International Financial Reporting Standards (“**IFRS**”) (or other relevant accounting rules), (ix) any change resulting from the pendency of or emergence from the Chapter 11 Cases, actions taken in connection with the Chapter 11 Cases, or any reasonably anticipated effects of such pendency, emergence or actions, or from any action approved by the Bankruptcy Court, (x) any change resulting from the entry into this Agreement, compliance with terms of this Agreement or the consummation of the transactions contemplated hereby, (xi) changes in actual or threatened pandemics (including COVID-19 or SARS-CoV-2 virus or any mutation or variation thereof), any Governmental Authority or public-health authority’s response to any actual or threatened pandemics (including any government mandated shutdown, restrictions on travel or requirement to shelter at home), or any loss of customers, suppliers orders or contracts in connection with any actual or threatened pandemics, (xii) any failure, in and of itself, by the Company Group Entities to meet any internal or published projections, forecasts, predictions or guidance relating to revenues, income, cash position, cash-flow or other financial measure (but not the underlying facts giving rise to such changes unless such facts are otherwise excluded pursuant to the clauses contained in this definition) (except, in the cases of (i), (ii), (v), (vi), (vii), (viii), and (xi) to the extent the Company Parties, taken as a whole, are disproportionately impacted thereby relative to other entities operating in the same industry or industries in which the

Company Parties operate) or (b) the ability of the Company Parties to perform their material obligations under this Agreement.

(j) *Transaction Expenses.* The Company Parties shall have paid, to the extent required hereunder, all Transaction Expenses that have been invoiced to any of the Company Parties at least two (2) Business Days prior to the Plan Effective Date.

(k) *Authorized Capital.* Upon the Plan Effective Date, the authorized capital of New Speedcast Parent shall be sufficient to issue all of the Direct Investment Shares consistent with the terms of this Agreement, the Plan and the Disclosure Statement and the issued and outstanding Direct Investment Shares of New Speedcast Parent shall be consistent with the terms of the Plan and the Disclosure Statement.

(l) *ASX and ASIC waiver or confirmation.* If approval of the transactions contemplated by this Agreement is required by the shareholders of the Company under the ASX Listing Rules or the Corporations Act, (i) copies of all proposed waiver or confirmation applications to be filed on behalf of the Company with ASX or ASIC shall, before filing thereof, be in form and substance reasonably acceptable to the Company and Required Commitment Parties; (ii) the Company has received a waiver of the requirement for shareholder approval from the ASX or ASIC (as applicable) or confirmation from the ASX or ASIC (as applicable) that such approval of the transactions contemplated by this Agreement by the shareholders of the Company is not required, and such waiver or confirmation is not revoked or withdrawn; and (iii) if such waiver or confirmation is subject to any conditions, any such conditions are satisfied.

(m) *Deed of Company Arrangement or Other Arrangement.* If the Company shall have appointed one or more Australian Administrators, the Company and the Australian Administrators shall have entered into, and fully effectuated, a deed of company arrangement under Part 5.3A of the Corporations Act, or entered into and completed any other agreement or arrangement to give effect to the Plan, which in all cases shall be in form and substance reasonably acceptable to the Company and the Required Commitment Parties.

(n) *Exit from Deed of Cross Guarantee.* The Company has taken all necessary steps, including making all necessary filings to ASIC (if applicable), to release the wholly-owned subsidiaries of the Company from any deed of cross guarantee to which the Company and any wholly-owned subsidiaries of the Company are party pursuant to ASIC Corporations (Wholly-owned Companies) Instrument 2016/785 or ASIC Class Orders [CO 98/1418], [CO 91/996], [CO92/770], [CO93/1370], [CO 94/1862] or [CO 95/1530].

(o) *Executive Employment.* Each of Peter Shaper and Joe Spytek shall have delivered (i) signature page counterparts of their respective Executive Employment Agreement, which Executive Employment Agreement shall be in form and substance consistent with the applicable Executive Employment Agreement Term Sheet or otherwise reasonably acceptable to the Company, New Speedcast Parent, the Required Commitment Parties, and Peter Shaper or Joe Spytek (as applicable) and (ii) a written

affirmation that as of the Plan Effective Date he has no plan or intention of resigning as Chief Executive Officer of New Speedcast Parent, in the case of Peter Shaper, or President and Chief Commercial Officer of New Speedcast Parent, in the case of Joe Spytek .

(p) *FCPA*. The Required Commitment Parties are reasonably satisfied with the Company Group Entities' compliance with the FCPA and the anti-bribery laws and regulations of any applicable non-U.S. jurisdiction and the Company Parties' internal controls with respect to such compliance, it being understood that (A) any liability or monetary impact arising from such matters that exceeds or is reasonably likely to exceed \$15,000,000 in the aggregate, and/or (B) any non-monetary effect or condition arising out of such matters that is, or is reasonably expected to have, a Material Adverse Effect shall constitute reasonable cause for the Required Commitment Parties not to be so satisfied.

Section 9. CONDITIONS TO THE OBLIGATIONS OF THE COMPANY. The obligations of the Company to consummate the transactions contemplated hereby on the Plan Effective Date with respect to each Commitment Party are subject to satisfaction of the following conditions (unless waived by the Company), except where the failure to satisfy any such condition is the result of a failure by the Company to comply with this Agreement:

(a) *Plan and Confirmation Order*. The Plan and the Confirmation Order, as entered by the Bankruptcy Court, shall each be in the form and substance reasonably acceptable to the Debtors and the Required Commitment Parties, and in the case of the Confirmation Order, shall not be subject to any stay as of the Plan Effective Date.

(b) *Conditions to the Plan*. The conditions to the occurrence of the Plan Effective Date set forth in the Plan and the Confirmation Order shall have been satisfied or waived in accordance with the terms thereof and, concurrent with the consummation of the Direct Investment contemplated hereby, the Plan and the Plan Effective Date shall have occurred or be deemed to have occurred.

(c) *Funding Amount*. The applicable Commitment Party shall have wired its Funding Amount into the Escrow Account or, in the case of a Defaulting Commitment Party, the non-defaulting Commitment Parties have assumed and funded in full into the Escrow Account such Defaulting Commitment Party's Funding Amount pursuant to Section 3.

(d) *Approvals*. (i) Any waiting period (and any extensions thereof) applicable to consummate the transactions contemplated by this Agreement under the HSR Act shall have expired or been terminated and (ii) all orders, notifications, approvals, clearances, waivers, exemptions, declarations, authorizations and consents of any Governmental Entity as required to consummate the transactions contemplated by this Agreement shall have been issued, made, or obtained, as applicable.

(e) *No Restraint.* No judgment, injunction, decree or other legal restraint shall prohibit the consummation of the Plan, the Restructuring, the Direct Investment or the transactions contemplated hereby.

(f) *Representations and Warranties.* The representations and warranties of the applicable Commitment Party (for the avoidance of doubt, excluding any Defaulting Commitment Party) set forth in this Agreement shall be true and correct on and as of the Plan Effective Date as if made on and as of the Plan Effective Date (or, to the extent given as of a specific date, as of such date) except as would not, individually or in the aggregate, reasonably be expected to result in a material adverse effect on the ability of the applicable Commitment Party to perform its obligations under this Agreement.

(g) *Covenants.* The applicable Commitment Party (for the avoidance of doubt, excluding any Defaulting Commitment Party) shall have performed and complied in all material respects with all obligations and agreements required by this Agreement to be performed or complied with by such Commitment Party on or prior to the Plan Effective Date.

(h) *ASX and ASIC waiver or confirmation.* If approval of the transactions contemplated by this Agreement is required by the shareholders of the Company under the ASX Listing Rules or the Corporations Act, (i) the Company has received a waiver of the requirement for shareholder approval from the ASX or ASIC (as applicable) or confirmation from the ASX or ASIC (as applicable) that such approval of the transactions contemplated by this Agreement by the shareholders of the Company is not required, and such waiver or confirmation is not revoked or withdrawn; and (ii) if such waiver or confirmation is subject to any conditions, any such conditions are satisfied.

(i) *Deed of Company Arrangement or Other Arrangements.* If the Company shall have appointed one or more Australian Administrators, the Company and the Australian Administrators shall have entered into, and fully effectuated a deed of company arrangement under Part 5.3A of the Corporations Act, or entered into and completed any other agreement or arrangement to give effect to the Plan, which in all cases shall be in form and substance reasonably acceptable to the Company and the Required Commitment Parties.

(j) *Exit from Deed of Cross Guarantee.* The Company has taken all necessary steps, including making all necessary filings to ASIC (if applicable), to release the wholly-owned subsidiaries of the Company from any deed of cross guarantee to which the Company and any wholly-owned subsidiaries of the Company are party pursuant to ASIC Corporations (Wholly-owned Companies) Instrument 2016/785 or ASIC Class Orders [CO 98/1418], [CO 91/996], [CO92/770], [CO93/1370], [CO 94/1862] or [CO 95/1530].

Section 10. SURVIVAL OF REPRESENTATIONS AND WARRANTIES; LIMITATIONS ON CLAIMS AGAINST COMPANY.

(a) The representations, warranties, covenants and agreements contained in this Agreement will not survive the Plan Effective Date, such that no claim for breach of, or otherwise related to, any such representation, warranty, covenant or agreement or detrimental reliance or other right or remedy (whether in contract, in tort or at law or in equity) may be brought after the Closing with respect thereto against the Company, and there shall be no liability in respect thereof after the Closing, whether such liability has accrued prior to, on or after the Closing; provided, however, that covenants and agreements that by their terms are to be satisfied after the Plan Effective Date by New Speedcast Parent shall survive until satisfied in accordance with their terms.

(b) Neither the Company nor any other Company Group Entity accepts any duty of care in relation to a Commitment Party in respect of any disclosure or the provision of any information to a Commitment Party.

(c) Without in any way limiting this Section 10, subject to any law to the contrary, and to the maximum extent permitted by law, except for any breach of this Agreement or as otherwise expressly set forth herein, the Company and each other Company Group Entity disclaims all liability for any loss suffered by any person arising out of, in connection with or as a result of, any negligence, default or lack of care on the part of the Company or any other Company Group Entities.

(d) To the maximum extent permitted by applicable law, each Commitment Party agrees not to make, and releases any right it may have to make, against any Company Group Entity, any claim based on the Australian Consumer Law (including sections 4, 18 and 29 of the Competition and Consumer Act 2010 (Cth)) or based on any corresponding provision of any state or territory legislation, or on a similar provision under any other law, for any act or omission concerning the Company Group Entities or for any statement or representation about any of those things which is not expressly contained in this Agreement.

Section 11. TERMINATION.

(a) *Termination.* This Agreement may be terminated prior to the Plan Effective Date by (i) by the mutual written consent of the Company and the Required Commitment Parties or (ii) either the Company or the Commitment Parties if the Plan Effective Date has not occurred on or prior to December 11, 2020 (the “**Outside Date**”); provided, that the Outside Date shall be extended automatically by two (2) months (or, if not a Business Day, to the first Business day thereafter) on up to two (2) occasions, if as of the unextended Outside Date the conditions set forth in Sections 8(c) and 9(d) have not been satisfied and all other conditions set forth in Sections 8 and 9 (except for those conditions that by their nature are to be satisfied only at the Plan Effective Date, provided that such conditions remaining capable of satisfaction) have been satisfied; provided, that if, as of ten (10) Business Days prior to the unextended Outside Date, (A) the conditions set forth in Sections 8(c) and 9(d) have been satisfied with respect to Commitment Parties allocated at least 35% of the Direct Investment Shares on **Schedule 1** and (B) either (1) the Commitment Parties as to which the conditions set forth in Sections 8(c) and 9(d) are not satisfied are allocated less than 35% of the Direct Investment Shares on **Schedule 1**

or (2) the Company reasonably determines that the conditions set forth in Sections 8(c) and 9(d) are reasonably likely not to be satisfied with respect to one or more of the remaining Commitment Parties even if all remaining extensions of the Outside Date pursuant to this Section 11(a) are given effect, then the Company shall immediately notify the Commitment Parties of such determination, and if, after such notification is given, on or prior to the fifth Business Day prior to the unextended Outside Date, one or more of the Commitment Parties referred to in clause (A) have agreed to assume the Equity Commitments of the Commitment Parties referred to in clause (B), then the Commitment Parties referred to in clause (B) shall be deemed to be Defaulting Commitment Parties for purposes of Section 3 and the Outside Date shall not be extended.

(b) *Termination by the Required Commitment Parties.* Prior to the Plan Effective Date, the Required Commitment Parties may terminate this Agreement by three (3) days prior written notice to the Company upon the occurrence and during the continuance of any of the following:

(i) upon the breach in any material respect by the Company of any of the undertakings, representations, warranties or covenants of the Company set forth herein, and such breach or inaccuracy would, individually or in the aggregate, result in a failure of a condition set forth in Section 7(e) if continuing on the Plan Effective Date, and which is incurable or, if curable, remains uncured by the earlier of (1) ten (10) Business Days after the receipt of written notice of such breach from any of the Required Commitment Parties pursuant to this Section 11 and in accordance with Section 12 (as applicable) and (2) the Business Day before the Outside Date; *provided* that the Commitment Parties shall not have the right to terminate this Agreement pursuant to this Section 11 if any Commitment Party is then in breach of any representation, warranty, covenant or other agreement hereunder that would result in the failure of any condition set forth in Section 9 not being satisfied;

(ii) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any final and nonappealable ruling, judgment or order enjoining the consummation of or rendering illegal the Restructuring, the Direct Investment or any other material portion of the transactions contemplated by this Agreement;

(iii) the Plan, the Disclosure Statement, the Confirmation Order or the Disclosure Statement Order, the other Restructuring Documents and any amendments, modifications, or supplements thereto filed or entered into or made effective by any Debtor includes terms that are inconsistent with the Restructuring Term Sheets or are not otherwise reasonably acceptable to the Required Commitment Parties, and such event remains unremedied for a period of three Business Days following the Company Parties' receipt of notice of such inconsistent term;

(iv) any of the Chapter 11 Cases shall have been dismissed or converted to a case under chapter 7 of the Bankruptcy Code, or the Bankruptcy Court has entered into an order in any of the Chapter 11 Cases appointing an examiner or trustee with expanded powers to oversee or operate the Debtors in the Chapter 11 cases; or

(v) if, as of 11:59 p.m. prevailing Eastern Time on the date that is sixty (60) days from the date the Plan is filed with the Bankruptcy Court, the Bankruptcy Court has not entered the Confirmation Order.

(c) *Termination by the Company.* Prior to the Plan Effective Date, the Company may terminate this Agreement by three days prior written notice to the Commitment Parties upon the occurrence and during the continuance of any of the following:

(i) the Board of Directors of the Company or Australian Administrators at any time determines in good faith that continued performance under this Agreement would be inconsistent with its fiduciary duties under applicable law (as reasonably determined by such entity in good faith after consultation with outside legal counsel);

(ii) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any final and nonappealable ruling, judgment or order enjoining the consummation of or rendering illegal the Restructuring, the Direct Investment or any other material aspect of the transactions contemplated by this Agreement;

(iii) the Bankruptcy Court denies entry of the order confirming (i) the entry into this Agreement, or (ii) the Plan; or

(iv) solely with respect to each Commitment Party, upon the breach in any material respect by such Commitment Party of any of the undertakings, representations, warranties or covenants of such Commitment Party set forth herein which would, individually or in the aggregate, result in a failure of a condition set forth in Section 9 and which is incurable or, if curable, remains uncured by the earlier of (1) 10 Business Days after the receipt of written notice of such breach from the Company pursuant to this Section 11 and in accordance Section 12 (as applicable) and (2) the Business Day before the Outside Date; *provided* that the Company shall not have the right to terminate this Agreement pursuant to this Section if it is then in breach of any representation, warranty, covenant or other agreement hereunder that would result in the failure of any condition set forth in Section 7(e) being satisfied; *provided, further*, that in the event of any such termination, the applicable Commitment Party shall be deemed to be a Defaulting Commitment Party for purposes of the second sentence of Section 3.

(d) *Effect of Termination.* Subject to Section 13, upon termination of this Agreement, each party hereto shall be released from its commitments, undertakings and agreements under or related to this Agreement and shall have the rights and remedies that it would have had and shall be entitled to take all actions, whether with respect to the transactions contemplated hereby or otherwise, that it would have been entitled to take had it not entered into this Agreement. Notwithstanding anything contained herein, if this Agreement is terminated as a result of a willful material breach of this Agreement by a party hereto, such party shall not be released and shall remain liable for any damages resulting from such termination.

(e) *Out-of-Pocket Costs.* Without limiting Section 1(c), subject to the entry of the Transaction Expenses Order, if this Agreement is terminated pursuant to Section 11(c)(i) then the Company shall pay or cause to be paid any Transaction Expenses.

Section 12. NOTICES. All notices and other communications under this Agreement shall be in writing and shall be deemed given (a) when delivered personally by hand (with written confirmation of receipt), (b) when sent by facsimile (with written confirmation of transmission), (c) five (5) days after being deposited with the United States Post Office, by registered or certified mail, postage prepaid, (d) one (1) Business Day following the day sent by overnight courier (with written confirmation of receipt), or (e) when sent by electronic mail (with acknowledgment received), in each case at the following addresses (or to such other address as a party hereto may have specified by like notice):

If to Commitment Parties, to each of the undersigned Commitment Parties at the addresses listed on the signatures pages hereto,

with a copy to:

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019
Attn: Richard G. Mason
Victor Goldfeld
John R. Sobolewski
Email: RGMason@wlrk.com
VGoldfeld@wlrk.com
JRSobolewski@wlrk.com

If to the Company, to:

Speedcast International Limited
2401 & 08-11 Dorset House, Taikoo Place
979 King's Road, Quarry Bay
Hong Kong
Attn: Dominic Gyngell, General Counsel
Email: dominic.gyngell@speedcast.com

With copies to (which shall not constitute notice):

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Attn: Gary T. Holzer
David N. Griffiths
Ramona Y. Nee
Mariel E. Cruz
Email: gary.holzer@weil.com
david.griffiths@weil.com
ramona.nee@weil.com
mariel.cruz@weil.com

Weil, Gotshal & Manges LLP
700 Louisiana Street, Suite 1700
Houston, Texas 77002 Telephone:
Attn: Perez, Alfredo
Brenda Funk
Email: alfredo.perez@weil.com
brenda.funk@weil.com

Herbert Smith Freehills
ANZ Tower, Level 33, 161 Castlereagh Street
Sydney NSW 2000
Australia
Attn: Paul Apathy
Andrew Rich
Email: Paul.Apathy@hsf.com
Andrew.Rich@hsf.com

Section 13. SURVIVAL. Notwithstanding the termination of this Agreement, the agreements and obligations of the parties hereto in Section 11(d), Section 11(e) and Section 13 through 22 shall survive such termination and shall continue in full force and effect for the benefit of the parties hereto in accordance with the terms hereof.

Section 14. ASSIGNMENT; THIRD PARTY BENEFICIARIES. Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned by any of the parties hereto without the prior written consent of the other parties hereto. Notwithstanding the previous sentence, the Commitment Parties' obligations hereunder may be assigned, delegated or transferred, in whole or in part, by any Commitment Party to any Related Fund in accordance with the terms of Section 2. Any purported assignment in violation of this Section 14 shall be void *ab initio* and of no force or effect.

Section 15. COMPLETE AGREEMENT. This Agreement (including the Exhibits, the Schedules, and the other documents and instruments referred to herein) constitutes the

entire agreement of the parties hereto and supersedes all prior agreements, arrangements or understandings, whether written or oral, among the parties hereto with respect to the subject matter of this Agreement, except that the parties hereto acknowledge that any confidentiality agreements heretofore executed among the parties hereto will continue in full force and effect.

Section 16. GOVERNING LAW; SUBMISSION TO JURISDICTION; SELECTION OF FORUM; WAIVER OF TRIAL BY JURY. This Agreement, and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this Agreement (including the exhibits and schedules hereto), or the negotiation, execution, termination, performance or nonperformance of this Agreement (including the exhibits and schedules hereto), shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and performed in such State, without regard to any conflict of laws principles thereof. Each party hereto agrees that it shall bring any action or proceeding in respect of any claim based upon, arising out of, or related to this agreement, any provision hereof or any of the transactions contemplated hereby, in the Bankruptcy Court, and solely in connection with claims arising under this Agreement or the transactions that are the subject of this Agreement (a) irrevocably submits to the exclusive jurisdiction of the Bankruptcy Court, (b) waives any objection to laying venue in any such action or proceeding in the Bankruptcy Court and (c) waives any objection that the Bankruptcy Court are an inconvenient forum or do not have jurisdiction over any party hereto. Each party hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. EACH PARTY HERETO WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, MATTER OR PROCEEDING BASED UPON, ARISING OUT OF, OR RELATED TO THIS AGREEMENT, ANY PROVISION HEREOF OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 17. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which will be considered one and the same agreement and will become effective when counterparts have been signed by each of the parties hereto and delivered to the other parties hereto (including via facsimile or other electronic transmission), it being understood that each party need not sign the same counterpart.

Section 18. ACTION BY, OR CONSENT OR APPROVAL OF, THE COMMITMENT PARTIES. Whenever this Agreement refers to any action to be taken by, or any consent or approval to be given by, the Commitment Parties, unless otherwise expressly provided in any particular instance, such reference shall be deemed to require the action, consent or approval of the Required Commitment Parties, and each Commitment Party agrees to be bound by any decision of the Required Commitment Parties with respect thereto. For purposes of any provision where this Agreement expressly requires the approval of the Required Commitment Parties of the form and substance of any filing, agreement, document or other instrument, or of the amount of the Management Co-Investment, if Required Commitment Parties do not timely agree (as determined by the Company acting reasonably, in consultation with the Required Commitment Parties, and taking into account the available liquidity of the Company) on whether to approve or reject any particular form of such filing, agreement, document or other instrument or any particular

amount of the Management Co-Investment (a “**Commitment Party Dispute**”), then such Dispute shall be resolved by a majority vote of the then members of a dispute resolution committee (the “**Dispute Resolution Committee**”). The Dispute Resolution Committee shall have nine (9) members, selected in the same manner as provided with respect to the Board of Directors of the Company in the Governance Term Sheet; provided, that until such time as an election has been made with respect to the Management Co-Investment, the ninth (9th) member of the Dispute Resolution Committee will be appointed by the other members of the Dispute Resolution Committee and must be independent of each of the Commitment Parties, the Company and the Management / Genesis Park Group (as defined in the Governance Term Sheet). Each Person entitled to select members of the Dispute Resolution Committee shall make such selections no later than (x) with respect to the Initial Commitment Parties, the date ten (10) days after the date hereof, and (y) with respect to other Commitment Parties, the date ten (10) days after the date such Person signs the Joinder, but for the avoidance of doubt, such selections may be replaced from time to time by notice to the other members of the Dispute Resolution Committee and may be different than any eventual selections by such Persons for the Board of Directors of the Company. Each party hereto shall cause the members of the Dispute Resolution Committee that it selects to act in a commercially reasonable manner, and the Dispute Resolution Committee shall have no power to make any determination that is inconsistent with any express provision of this Agreement or the Restructuring Term Sheets. Notwithstanding the foregoing provisions of this Section 18, the Dispute Resolution Committee shall have no power to make any determinations under Sections 6(c), 6(d), 7(c) or 7(d). Each member of the Dispute Resolution Committee shall enter into with the Company a customary confidentiality agreement in form and substance reasonably acceptable to the Company.

Section 19. AMENDMENTS AND WAIVERS.

(a) This Agreement may be amended, modified or supplemented and the terms and conditions of this Agreement may be waived, only by a written instrument signed by the Company and the Required Commitment Parties and subject to the approval of the Bankruptcy Court; *provided* that any modification of, or amendment or supplement to, this Agreement that would (i) have the effect of (A) materially and adversely affecting any Commitment Party in a manner that is disproportionate to any other Commitment Party or (B) increasing the Funding Amount to be paid in respect of the Direct Investment Shares; or (ii) would have the effect of modifying this Section 19 shall require the prior written consent of all of the Commitment Parties.

(b) No delay on the part of any party hereto in exercising any right, power or privilege pursuant to this Agreement will operate as a waiver thereof, nor will any waiver on the part of any party hereto of any right, power or privilege pursuant to this Agreement, nor will any single or partial exercise of any right, power or privilege pursuant to this Agreement, preclude any other or further exercise thereof or the exercise of any other right, power or privilege pursuant to this Agreement. The rights and remedies provided pursuant to this Agreement are cumulative and are not exclusive of any rights or remedies which any party hereto otherwise may have at law or in equity.

Section 20. SPECIFIC PERFORMANCE. The parties hereto acknowledge and agree that any breach of the terms of this Agreement would give rise to irreparable harm for which money damages would not be an adequate remedy and, accordingly, the parties hereto agree that in addition to any other remedies, each party hereto will be entitled to enforce the terms of this Agreement by a decree of specific performance without the necessity of proving the inadequacy of money damages as a remedy and without the necessity of posting bond.

Section 21. LIMITATION OF LIABILITY OF THE AUSTRALIAN ADMINISTRATORS (IF APPLICABLE). If the Company appoints an Australian Administrator:

(a) Each Party to this Agreement releases the Australian Administrators personally from all liabilities, demands and claims arising out of this Agreement and the transactions contemplated by this Agreement.

(b) Each Party to this Agreement covenants not to sue the Australian Administrators personally in respect of any liabilities, demands or claims arising out of this Agreement and the transactions contemplated by this Agreement.

(c) Each Party to this Agreement acknowledges and agrees that: (i) the Australian Administrators have only limited knowledge of the Company Group Entities, their assets and attributes, any liens and the history of the Company Group Entities; and (ii) the Australian Administrators do not in any way adopt or agree to be bound personally by this Agreement or the transactions contemplated by this Agreement.

(d) Each Party to this Agreement agrees that to the extent permissible by law: (i) the Australian Administrators are not personally liable for any amount required to be paid pursuant to this Agreement, or for any liability, demand or claim arising out of this Agreement, or the transactions contemplated by this Agreement; (ii) for the purposes of any acknowledgements or agreements as to, or provisions of, limitations of the liability of the Australian Administrators in this Agreement, references to the Australian Administrators where the context so permits shall mean and include their present and future firm or firms, partners and employees, and any legal entity or partnership that employs such administrators (the “**Firm**”), any successor or merged firm and the partners, shareholders, officers and employees of any such entity or partnership. The Firm holds the benefit of this clause on trust for the Australian Administrators and each other person referred to; (iii) these limitations of the liability of the Australian Administrators shall continue notwithstanding the Australian Administrators ceasing to act as administrators of the Company; and (v) these limitations on the liability of the Australian Administrators shall be in addition to, and not in substitution for, any right of indemnity or relief otherwise available to the Firm or the Australian Administrators and shall continue notwithstanding termination of this Agreement or completion of the transaction contemplated by this Agreement.

(e) Notwithstanding any provision of this Agreement, the limitations on liability set out in this Section 21 do not apply in the case of any Australian Administrator’s fraud, willful default or gross negligence and do not seek to limit the

Australian Administrator's liability inconsistent with sections 443A, 443B and 443BA of the Corporations Act.

Section 22. LIMITATION OF LIABILITY OF THE COMMITMENT PARTIES. Notwithstanding anything to the contrary in this Agreement, each Party to this Agreement unconditionally and irrevocably covenants, agrees and acknowledges that (i) no right or remedy, recourse or recovery (whether at law or equity or in tort, contract or otherwise) under this Agreement or under any documents or instruments delivered in connection herewith or in connection with the transactions contemplated hereby (or the termination or abandonment thereof) or otherwise, or in respect of any oral representations made or alleged to be made in connection herewith, shall be had against any former, current or future direct or indirect equity holder, controlling person, general or limited partner, officer, director, employee, investment professional, manager, stockholder, member, agent, affiliate, assignee, financing source or other representatives of any of the foregoing or any of their respective successors or assigns (any such person, a **"Related Party"**) of any Commitment Party or any Related Party of any such Related Party (including, without limitation, any liabilities or obligations arising under, or in connection with, this Agreement or any document or instrument delivered in connection herewith or the transactions contemplated hereby (or the termination or abandonment thereof), or in respect of any oral representations made or alleged to be made in connection herewith, or in respect of any claim (whether at law or equity or in tort, contract or otherwise), including in the event such Commitment Party breaches (whether willfully, intentionally, unintentionally or otherwise) its obligations under this Agreement or any document or instrument delivered in connection herewith or in connection with the transactions contemplated hereby (or the termination or abandonment thereof)), whether, in each case, by or through piercing of the corporate, limited liability company or limited partnership veil or similar action, whether by the enforcement of any judgment or assessment or by any legal or equitable proceedings, or by virtue of any statute, regulation or other applicable law or otherwise, (ii) it is expressly agreed and acknowledged that no personal liability or obligation whatsoever shall attach to, be imposed on, or otherwise be incurred by any Related Party of any Commitment Party or any Related Party of such Related Party for any liabilities or obligations of such Commitment Party under this Agreement or any documents or instruments delivered in connection herewith or in connection with the transactions contemplated hereby or thereby (or the termination or abandonment thereof) or otherwise, in respect of any oral representation made or alleged to have been made in connection herewith or therewith or for any claim (whether at law or equity or in tort, contract or otherwise) based on, in respect of, in connection with, or by reason of such obligations or their creation, and each Party hereto hereby irrevocably and unconditionally waives and irrevocably and unconditionally releases all claims (whether arising under equity, contract, tort or otherwise) against such persons for any such liability or obligation and (iii) with respect to each Commitment Party, under no circumstances will the Company, any Commitment Party or any of their respective Related Parties, or the Company, any Commitment Party and their respective Related Parties in the aggregate, be entitled to monetary damages or monetary remedies for any claims, damages or other losses suffered as a result of the failure of the transactions contemplated by this Agreement to be consummated or for a

breach or failure to perform hereunder or for any representation made or alleged to have been made in connection herewith or therewith, in excess of the amount equal to such Commitment Party's Funding Amount. For the avoidance of doubt, any Commitment Party may enforce this Agreement (including pursuant to Section 20) and seek any claim, damages or other losses against any other Commitment Party.

Section 23. OTHER INTERPRETIVE MATTERS.

(a) Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply: (i) when calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded and, if the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day; (ii) any reference in this Agreement to \$ shall mean U.S. dollars; (iii) all exhibits and schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein and any capitalized terms used in any Exhibit or Schedule but not otherwise defined therein shall be defined as set forth in this Agreement; (iv) words imparting the singular number only shall include the plural and vice versa; (v) the words such as "herein," "hereinafter," "hereof," and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires; (vi) the word "including" or any variation thereof means "including, without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it; (vii) the division of this Agreement into Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement; (viii) all references in this Agreement to any "Section" are to the corresponding Section of this Agreement unless otherwise specified; (ix) the word "or" shall not be deemed to be exclusive; and (x) all references to, and any obligations of, "New Speedcast Parent" shall be a reference to and obligation of the "Company" unless and until the Company ceases to be the ultimate parent of the Company Group Entities, and all references to, and any obligations of, the "Company" shall be a reference to and obligation of "New Speedcast Parent" once New Speedcast Parent becomes the ultimate parent of the Company Group Entities (and if New Speedcast Parent is a successor entity to the Company, it shall sign a joinder to this Agreement to give effect to this Section 23(a)(x)).

(b) The parties hereto have participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party hereto by virtue of the authorship of any provision of this Agreement.

[Signature Page Follows]

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

**SPEEDCAST INTERNATIONAL
LIMITED**

By: 

Name: Stephen Wilks

Title: Chair and Director

[SIGNATURE PAGE TO EQUITY COMMITMENT AGREEMENT]

**CENTERBRIDGE CAPITAL
PARTNERS III, L.P.**

**By: Centerbridge Associates III, L.P., its
general partner**

**By: CCP III Cayman GP Ltd., its
general partner**

By: _____

Name: Bao Truong

Title: Authorized Signatory

**CENTERBRIDGE CAPITAL
PARTNERS SBS III, L.P.**

**By: CCP SBS GP, LLC, its general
partner**

By: _____

Name: Bao Truong

Title: Authorized Signatory

Address:

Centerbridge Partners, L.P.
375 Park Avenue, 11th Floor,
New York, NY 10152

Attn: Bao Truong
Jared Hendricks
Jeff Goldfarb

Email: btruong@centerbridge.com
jhendricks@centerbridge.com
jgoldfarb@centerbridge.com

Schedule 1

Direct Investment Shares

Commitment Party	Percentage of Direct Investment Shares
Centerbridge Capital Partners III, L.P.	95.56128750073090%
Centerbridge Capital Partners SBS III, L.P.	4.438712499269070%

Schedule 2

Debtor Entities

Name of Entity	Jurisdiction
SpeedCast International Limited	Australia
SpeedCast UK Holdings Limited	England & Wales
CapRock UK Limited	Scotland
CapRock Communications Pte. Ltd.	Singapore
Speedcast Cyprus Ltd.	Cyprus
SpeedCast Limited	Hong Kong
SpeedCast Group Holdings Pty Ltd	Australia
SpeedCast Americas, Inc.	United States
SpeedCast Communications, Inc.	United States
SpaceLink Systems, LLC	United States
SpeedCast Australia Pty Limited	Australia
Satellite Communications Australia Pty Ltd	Australia
Oceanic Broadband Solutions Pty Ltd	Australia
SpeedCast Managed Services Pty Limited	Australia
Maritime Communication Services, Inc.	United States
Telaurs Communications LLC	United States
CCI Services Corp.	United States
HCT Acquisition, LLC	United States
Cosmos Holdings Acquisition Corp.	United States
Globecomm Network Services Corporation	United States
Hermes Datacommunications International Limited	England & Wales
SpeedCast Singapore Pte. Ltd.	Singapore
SpaceLink Systems II, LLC	United States
CapRock Comunicações do Brasil Ltda.	Brazil
CapRock Participações do Brasil Ltda.	Brazil
Speedcast Canada Limited	Canada
CapRock Communications (Australia) Pty Ltd	Australia
SpeedCast Norway AS	Norway
Globecomm Europe B.V.	Netherlands
NewCom International, Inc.	United States
Evolution Communications Group Limited	British Virgin Islands
SpeedCast Netherlands B.V.	Netherlands
SpeedCast France SAS	France

Exhibit A
Plan Term Sheet

[Attached]

EXHIBIT A TO EQUITY COMMITMENT AGREEMENT DATED AUGUST 12, 2020

Speedcast International Limited
Pro-Rata Restructuring Term Sheet

This term sheet (the “**Pro-Rata Term Sheet**”) sets forth certain indicative terms of a restructuring (the “**Restructuring**”) of Speedcast International Limited (“**SIL**”) and SIL’s subsidiaries (together with SIL, the “**Company**”) to be implemented through a joint plan of reorganization (the “**Plan**”) to be prosecuted and confirmed in the chapter 11 bankruptcy cases (the “**Chapter 11 Cases**”) of certain Company entities (collectively, the “**Debtors**”) that are currently pending in the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”).

THIS PRO-RATA TERM SHEET IS NOT AN OFFER WITH RESPECT TO ANY SECURITIES NOR A SOLICITATION OF ACCEPTANCES OF A CHAPTER 11 PLAN WITHIN THE MEANING OF SECTION 1125 OF THE BANKRUPTCY CODE. ANY SUCH OFFER OR SOLICITATION WILL COMPLY WITH ALL APPLICABLE SECURITIES LAWS AND/OR PROVISIONS OF THE BANKRUPTCY CODE. NOTHING CONTAINED IN THIS PRO-RATA TERM SHEET SHALL BE AN ADMISSION OF FACT OR LIABILITY. THIS PRO-RATA TERM SHEET DOES NOT ADDRESS ALL TERMS THAT WOULD BE REQUIRED IN CONNECTION WITH THE RESTRUCTURING.

Plan Settlement	
Settlement of Lien Avoidance and Other Claims	As part of the Plan as described herein, the Official Committee of Unsecured Creditors in the Chapter 11 Cases (the “ <u>Committee</u> ”) will agree to not to pursue, and the Debtors will agree to release, claims, including claims under Section 5 of the Bankruptcy Code, against the Prepetition Lenders (defined below) and the Prepetition Agent, related to the taking of liens or other actions in respect of the Debtors’ assets in the 90-day period leading up to the Petition Date. In addition, the Committee agrees not to pursue litigation regarding the value of the collateral securing the Prepetition SFA (defined below) and the value being distributed under the Plan in respect of such collateral. It is the view of the Committee that certain valuable assets of the Debtors are not subject to the perfected liens and security interests granted in favor of the Debtors’ Prepetition Lenders.
Treatment of Claims and Interests in the Restructuring	
Holders of claims against and equity interests in the Debtors will receive the following treatment in full and final satisfaction of such claims and interests, which shall be released and discharged under the Plan.	
DIP Claims	Each holder of an allowed claim (a “ <u>DIP Claim</u> ”) under the “new-money” tranche or the “roll-up” tranche under that certain Senior Secured Superpriority Debtor-In-Possession Term Loan Credit Agreement, dated as of April 24, 2020 (the “ <u>DIP Credit Agreement</u> ”) shall receive cash in full on account of such DIP Claim.
Other Administrative and Priority Claims	Each holder of an allowed administrative, priority tax or other priority claim (other than a DIP Claim) shall have such claim satisfied in full, in

	cash, or otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.
Other Secured Claims Unimpaired – deemed to consent	Each holder of an allowed secured claim, other than (i) a Prepetition SFA Claim (as defined below) or (ii) a DIP Claim, shall have such claim satisfied in full, in cash, or reinstated consistent with section 1124 of the Bankruptcy Code.
Prepetition SFA Secured Claims Unimpaired – deemed to consent	<p>Each holder of an allowed claim under that certain Syndicated Facility Agreement, dated as of May 15, 2018 (the “<u>Prepetition SFA</u>”, the claims in respect thereof, the “<u>Prepetition SFA Claims</u>” and the holders thereof (including holders of allowed Prepetition SFA Claims in respect of swap obligations), the “<u>Prepetition Lenders</u>”), shall receive on the secured portion of its claim (a “<u>Prepetition SFA Secured Claim</u>”) its pro rata share, based on its percentage of Prepetition SFA Secured Claims, of \$39.5 million in cash. Notwithstanding the foregoing, any Commitment Party (as defined below) may, by written notice to the Company in accordance with the Equity Commitment Agreement, elect to receive its pro rata share of \$39.5 million in the form of New Equity Interests at the same price per share as the New Equity Interests in lieu of cash (the “<u>Roll-Over Equity</u>”), in which case such Commitment Party’s New Equity Commitment (and the aggregate New Equity Commitments) under the Equity Commitment Agreement shall be reduced by a corresponding amount. All liens and guarantees in favor of the Prepetition SFA on the Debtors and any non-Debtor entities will be released and terminated.</p> <p>In addition to the foregoing, each Prepetition Lender shall have a deficiency claim against each Debtor that is a Borrower or Guarantor (as defined in the Prepetition SFA) equal to the face amount of its Prepetition SFA Claim less its Prepetition SFA Secured Claim (a “<u>Prepetition SFA Deficiency Claim</u>”).</p>
Unsecured Trade Claims Impaired – entitled to vote	<p>Each holder of an allowed unsecured trade vendor claim against the Debtors (a “<u>Trade Claim</u>”) shall receive:</p> <p>(i) its pro rata share of \$25 million in cash (the “<u>Trade Claim Cash Amount</u>”); and</p> <p>(ii) its pro rata share (taking into account, in the case of this clause (ii), all Other Unsecured Claims (as defined below)) of the net proceeds from the Litigation Trust (as defined below).</p> <p>The Trade Claim Cash Amount shall be funded by the Commitment Parties and held in a segregated account for the benefit of holders of Trade Claims.</p> <p>For the avoidance of doubt, cure amounts shall be paid by the Debtors or reorganized Debtors and shall not be paid from the above distribution.</p>
Other Unsecured Claims (Including Prepetition SFA Deficiency Claims)	Each holder of an allowed unsecured claim (other than a Trade Claim), including for the avoidance of doubt, each holder of a Prepetition SFA Deficiency Claim (an “ <u>Other Unsecured Claim</u> ”), shall receive its pro

Impaired – entitled to vote	rata share (taking into account all Trade Claims) of the net proceeds from the Litigation Trust.
Treatment of Intercompany Claims	Claims among the Debtors shall be reinstated pursuant to section 1124 of the Bankruptcy Code or canceled, at the option of the Debtors or reorganized Debtors, after consultation with the Commitment Parties (as defined in the Equity Commitment Agreement).
Treatment of Existing Equity Interests	Holders of existing equity interests in SIL shall not receive or retain any property on account of such interests under the Plan. Existing equity interests in Debtors other than SIL shall be reinstated or canceled as reasonably agreed by the Debtors or Reorganized Debtors and the Required Commitment Parties.
Other Terms of the Restructuring and the Plan	
Equity Commitment	<p>In connection with the Restructuring, pursuant to the Equity Commitment Agreement one or more entities affiliated with Centerbridge Partners, L.P. (the “Initial Commitment Parties”) will commit to purchase 100% of the new common equity interests (the “New Equity Interests”) of reorganized SIL or a successor entity acting as the parent of the reorganized Debtors (the “Reorganized Parent”) for an aggregate price of \$395 million (the “New Equity Commitment”) less the Management Co-Investment Amount and subject to dilution by the Commitment Fee and the Management Incentive Plan.</p> <p>Pursuant to the Equity Commitment Agreement, the Initial Commitment Parties have agreed that any Eligible Holder (as defined in the Equity Commitment Agreement) of an allowed Prepetition SFA Claims may, by delivery to the Company and the Initial Commitment Parties of a duly executed Joinder (as defined in the Equity Commitment Agreement) on or prior to August 21, 2020 (but not later) (the “Election Deadline”), commit to purchase New Equity Interests on the same terms and at the same price per share as the Initial Commitment Parties, in an amount equal to such Eligible Holder’s pro rata share, calculated based on its percentage as of August 11, 2020 of the aggregate amount of Prepetition SFA Claims held by all Commitment Parties (which, for purposes of determining the holdings of each Commitment Party, shall include any Prepetition SFA Claims which such Commitment Party has agreed to purchase as of August 11, 2020, and shall exclude any Prepetition SFA Claims which such Commitment Party has agreed to sell as of August 11, 2020), and each other Commitment Parties’ New Equity Commitment shall be proportionately reduced by any such commitment. Any Eligible Holder that makes such a commitment, together with the Initial Commitment Parties, the “Commitment Parties” and each a “Commitment Party”.</p> <p>Each Commitment Party that is party to the Equity Commitment Agreement as of August 16, 2020 (each, a “Backstop Commitment Party”) shall receive, in consideration for providing the commitment to purchase its pro rata share of New Equity Interests, a number of</p>

	additional shares of the same class as the New Equity Interests that, at the same per-share price as the New Equity Commitment, would have an aggregate purchase price equal to such Backstop Commitment Party's pro rata share of \$20.8 million (calculated based on the ratio of such Backstop Commitment Party's commitments to the commitments of all Backstop Commitment Parties as of August 16, 2020).
Working Capital Facility	<p>The Plan may contemplate entry by one or more of the reorganized Debtors and/or the Government Business (as defined below) into a working capital credit facility (the "Working Capital Facility"). The Working Capital Facility may have liens on some, all or substantially all of the assets of the reorganized Company, may be structured as an asset-based lending facility and may provide for the issuance of letters of credit.</p> <p>The Working Capital Facility may be provided and/or backstopped by one or more Prepetition Lenders or may be market-raised financing, in each case on terms acceptable to the Debtors and the Required Commitment Parties.</p>
Government Business	Upon consummation of the Restructuring, Ultisat, Inc. and its subsidiaries (collectively, the " Government Business ") shall continue to be wholly-owned direct or indirect subsidiaries of Reorganized Parent unless another disposition of the Government Business is agreed by the Debtors or reorganized Debtors, the Required Commitment Parties and other consenting creditors.
Governance	As described in the Governance Term Sheet attached as Exhibit B to the Equity Commitment Agreement.
Management Co-Investment	Certain members of management of the Company, or their designees (the " Management Co-Investors ") will have the right to acquire up to \$30 million (the " Management Co-Investment Amount ") of New Equity Interests (such investment, the " Management Co-Investment "), at the same price per share as New Equity Interests purchased pursuant to the New Equity Commitment, provided that such election shall be made by the Management Co-Investors no later than fifteen (15) days from the date of the Equity Commitment Agreement.
Management Incentive Plan	As described in the Management Co-Investment and Incentive Plan Term Sheet attached as Exhibit C to the Equity Commitment Agreement.
Releases and Exculpation	The Plan shall include customary releases for key stakeholders including for Debtors, reorganized Debtors, Reorganized Parent and its subsidiaries, the Debtors' current directors and officers, the Prepetition Lenders who consent to the Plan by the last day on which voting for the Plan occurs, the Prepetition Agent, the investors in New Equity, the Commitment Parties and the members and professionals of the Committee, each solely in their capacity as such. The Plan shall also include, as applicable, customary exculpation, discharge and injunction provisions, in form and substance acceptable to the Debtors, the

	<p>Required Commitment Parties and the Committee.</p> <p>Notwithstanding anything to the contrary herein, certain other persons to be mutually determined by the Debtors, the Required Commitment Parties and the Committee (the “Excluded Parties”) shall be excluded from protection by any releases, exculpations, injunctions and other like protections set forth in the Plan solely to the extent of available director and officer insurance policies, if applicable. For the avoidance of doubt, no current officer or director or the Company will be an Excluded Party. Indemnities by the Debtors or their affiliates of the Excluded Parties shall be rejected and/or discharged to the greatest extent permitted by law; <i>provided</i> that the Plan shall not prevent recovery from the Debtors’ director and officer insurance policies in respect of claims and causes of action against the Excluded Parties.</p>
Post-Confirmation Litigation Trust	<p>The Plan shall establish a litigation trust (the “Litigation Trust”) for the benefit of Trade Claims and Other Unsecured Claims to be funded on the effective date of the Plan with (i) \$2.5 million (the “Litigation Trust Cash Amount”), and (ii) claims and causes of action of the Debtors against (a) Excluded Parties and (b) other persons to be mutually determined by the Debtors, the Required Commitment Parties and the Committee; <u>provided, that</u> the Litigation Trust will not be assigned, and the Debtors will retain, causes of action against holders of allowed Trade Claims and any counterparty to an executory contract or unexpired lease that has been assumed by the Reorganized Debtors to the extent such counterparty is not otherwise an Excluded Party. The trustee of the Litigation Trust (the “Litigation Trustee”) shall be selected by the Committee with the consent of the Debtors, which consent will not be unreasonably withheld.</p> <p>The Debtors will be responsible for evaluating, prosecuting and settling claims objections in consultation with the Litigation Trustee, who shall have the right to seek court intervention and the right to prosecute particular claims objections in the event that the reorganized Debtors and the Litigation Trustee disagree with respect to the treatment of any particular claims.</p>
Structuring and Tax Matters	<p>The Litigation Trust, Restructuring, Reorganized Parent and the reorganized Company will be structured and implemented in a tax-efficient manner and as otherwise acceptable to the Required Commitment Parties.</p> <p>The Reorganized Parent shall be a corporation organized under the laws of a State of the United States, <u>provided, however</u>, that prior to the consummation of the Plan, the Company and the Commitment Parties shall reasonably cooperate to analyze the tax and other consequences of effecting any restructuring as may be necessary to cause the Company’s U.S. business to be held in a “flow-through” structure for U.S. federal income tax purposes. Following the completion of such analysis, if SIL and the Required Commitment Parties agree that such “flow-through” structure is the most beneficial structure for the Company and the Reorganized Parent’s equity holders following the consummation of the Plan, the Reorganized Parent shall be a limited partnership organized</p>

	<p>under the laws of a State of the United States and the Company shall cause its U.S. business to be held in a “flow-through” structure for U.S. federal income tax purposes.</p> <p>Prior to the consummation of the Plan, the Company shall use commercially reasonable efforts to effect restructuring transactions such that (1) SIL or one or more of SIL’s subsidiaries organized under the laws of the United States (or any State thereof) (each, a “<u>U.S. Subsidiary</u>”) directly owns all of the stock of each U.S. Subsidiary and (2) the Reorganized Parent will acquire all of the subsidiaries of SIL from SIL in exchange for cash, other assets and Roll-Over Equity (if any) to be delivered to the holders of claims pursuant to the Plan, and SIL will promptly liquidate, <u>provided</u> that the transactions described in this clause (2) may be effected by any reasonably practicable means consistent with the intended U.S. federal income tax treatment of the Restructuring.</p> <p>Unless the Required Commitment Parties and SIL agree that the Reorganized Parent shall be a limited partnership:</p> <ul style="list-style-type: none"> • the holders of New Equity Interests (the “<u>Investors</u>”) shall hold their New Equity Interests through a limited partnership organized under the laws of a State of the United States and classified as a partnership for U.S. federal income tax purposes (“<u>HoldCo LP</u>”), <u>provided</u> that members of management (or their designees) may hold interests in HoldCo LP indirectly through a separate entity; • the Investors shall contribute the New Equity Commitment and the Management Co-Investment Amount to HoldCo LP, which will in turn contribute such amounts to the Reorganized Parent immediately prior to the transactions described in clause (2) above, and the Investors receiving Roll-Over Equity (if any), will, immediately following the receipt thereof, contribute such Roll-Over Equity to HoldCo LP; and • the Company shall structure the transactions such that the Restructuring is treated as a “reorganization” within the meaning of Section 368(a)(1)(G) of the Internal Revenue Code of 1986, as amended (a “<u>G-Reorganization</u>”) if the requirements of a G-Reorganization can be satisfied. <p>The Restructuring will also be implemented in a manner that minimizes the cost and time required to obtain any necessary regulatory approvals.</p>
<p>Support and Commitment Agreements; Definitive Documentation</p>	<p>Documentation in connection with the Restructuring will include the Equity Commitment Agreement, documentation in respect of any Working Capital Facility and/or other definitive documentation setting forth, without limitation, commitments of the Company, the Commitment Parties and the other consenting creditors, the consent and voting rights over matters pertaining to implementation of the Restructuring and governance rights for the reorganized Company.</p> <p>Notwithstanding anything to the contrary herein or therein, the Plan, all documentation in connection therewith and with the Restructuring and</p>

	all related court filings by the Debtors shall be consistent with this Pro-Rata Term Sheet and the Equity Commitment Agreement and otherwise reasonably acceptable to the Required Commitment Parties and the Committee.
Fees and Expenses	All fees and expenses of Wachtell, Lipton, Rosen & Katz and any local legal counsel or other advisors in any foreign jurisdictions and/or board consultants reasonably retained by the Commitment Parties shall be paid in full, in cash upon consummation of the Restructuring.
Governing Law	The definitive documents related to the Restructuring will be governed by the laws of the State of New York.

Exhibit E
Joinder

[Attached]

Form of Joinder Agreement

JOINDER AGREEMENT

This Joinder Agreement (the “***Joinder Agreement***”) to the Equity Commitment Agreement dated as of August [●], 2020 (as amended, supplemented or otherwise modified from time to time, the “***Equity Commitment Agreement***”), among the Company and the Commitment Parties is executed and delivered by the undersigned (the “***Joining Party***”) as of August [●], 2020 (the “***Joinder Date***”). Each capitalized term used herein but not otherwise defined shall have the meaning set forth in the Equity Commitment Agreement.

1. **Agreement to be Bound.** The Joining Party hereby agrees to be bound by all of the terms of the Equity Commitment Agreement, a copy of which is attached to this Joinder Agreement as **Annex 1** (as the same has been or may be hereafter amended, restated or otherwise modified from time to time in accordance with the provisions hereof). The Joining Party shall hereafter be deemed to be a “Commitment Party” for all purposes under the Equity Commitment Agreement. Without limiting the foregoing, pursuant to and in accordance with Section 1(f) of the Equity Commitment Agreement, the Joinder Party hereby commits to purchase Direct Investment Shares pursuant to the Equity Commitment Agreement.
2. **Representations and Warranties.** The Joining Party hereby severally and not jointly makes the representations and warranties of the Backstop Parties as set forth in **Section 5** of the Equity Commitment Agreement to the Company as of the date hereof.
3. **Investor Status.** Without limiting the foregoing, the Joining Party represents and warrants that (x) it is a record holder of an allowed claim under that certain Syndicated Facility Agreement, dated as of May 15, 2018 (“**Prepetition SFA Claims**”), and (y) that is (i) an “accredited investor” (as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act of 1933 and the rules and regulations of the SEC thereunder (the “**Securities Act**”)) or a qualified institutional buyer (within the meaning of Rule 144A of the Securities Act) and (ii) a “professional investor” within the meaning of the Corporations Act.
4. **Governing Law.** This Joinder Agreement shall be governed by and construed in accordance with the laws of the State of New York, but without giving effect to applicable principles of conflicts of law to the extent that the application of the Law of another jurisdiction would be required thereby.

[Signature pages to follow]

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

[JOINING PARTY]

By: _____
Name:
Title:

SPEEDCAST BOARD MEETING - 16 April 2020 - Item 2 - Approval of Minutes of Previous Meeting

Minutes of Board Meeting – 31 March 2020

Speedcast International Limited
ACN 600 699 241

**Minutes of Board Meeting held via Teleconference
on 31 March 2020 at 11 pm (AEDT)**

Present	Stephe Wilks (Chair, INED), Grant Ferguson (INED), Michael Malone (INED), Peter Shaper (ED, CEO), Joe Spytek (ED, CCO)
Attendees	Dominic Gyngell (General Counsel, Joint Co-sec), Peter Myers (CFO, Joint Co-sec)
Invitees	Paul Rathborne (Moelis), Paul Apathy (HSF), Nikki Smythe (HSF)
In attendance	Hongbei Li (HSF)
Apologies	Peter Jackson (INED)
Quorum	In attendance for the meeting; meeting commenced at 11 pm (AEDT)

1. Introduction

Chair Stephe Wilks welcomed all the attendees and invitees and noted that revised Board documents had been uploaded to Diligent before the meeting.

The Chair introduced the agenda for the Board, noting the agenda for the meeting as follows:

- Paul Rathborne from Moelis will provide an update on the progress of the ongoing discussions and engagement with lenders' advisor
- The forbearance agreement to be entered into by the company and its various subsidiaries that are parties to the loan agreement
- The formation of a Restructuring Committee
- The appointment of a Chief Restructuring Officer

2. Directors' Conflict of Interest

The Chair noted that one of the motives behind forming the Restructuring Committee, other than more efficient handling of daily operational activities, is to manage conflict of interests declared by the directors as recorded on the directors' interest register.

Peter Shaper, as previously declared, is an executive of Genesis Park, a private equity firm that has expressed an indicative interest in taking part in any funding or sales process for the Speedcast business. Joe Spytek stated that even though he is not formally associated with Genesis Park, he may also choose to be involved in a future bid for the Speedcast business.

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The Chair noted that he recommended establishing a Restructuring Committee with Peter Shaper and Joe Spytek as observers only. Peter and Joe would then be excluded from certain discussions in which they may have a personal interest.

When asked whether the Board could observe the Restructuring Committee, Paul Apathy confirmed that Directors don't have to be excused from the meeting to the extent that they do not have an interest in the matters being discussed. Paul Apathy recommended the Board adopt clear written protocols for Peter and Joe to effectively manage the conflicts. Apathy added that HSF and Weil can help with preparation of appropriate protocols from the Australian and US perspectives, respectively. **(Action)**

3. Business update

Lender Engagement Update

The Chair invited Paul Rathborne to give the Board an update on the ongoing discussion and engagement with the lenders' advisors.

Rathborne gave a brief overview of the lender's progress:

- On due diligence, the lenders are focused on government business as the collateral. Given the disruptions in maritime, they see government business as a source of relatively stable value.
- On timing, the advisors will likely finalise the forbearance agreement by Wednesday (1 April 2020) US time
- The Company needs to provide detail on how the current liabilities, overdue payments and outstanding amounts can be resolved and when the Company needs those resolved.
- Customer negotiations are another key area on which the lenders are focused. The lenders will want to know the outcome of those discussions to forecast the effect of potential further investments made into the business.
- The Capex component of the transformation plan is another key element as the advisors work on the bridge funding structure. While the lenders have not said that they would not provide funding for this element, the Company must continue to educate the lenders to understand the strategic dynamics and importance of this workstream.
- On third party funders, there are currently 12 parties conducting due diligence with access to data room. Moelis has asked for indicative terms from third parties over the coming weekend.

Business update

Peter Shaper gave an update on the negotiations with the customers, noting that Carnival is seeking \$3 billion dollars of incremental debt to allow it to continue operating. Another 20 other cruise customers and a number of energy customers are seeking various amendments to contract terms. Joe indicated that this is a good time for SpeedCast to increase market share, exchanging near term

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relief for extensions of contracts. Joe said Carnival has verbally agreed to a three-year contract extension as the current contract is nearing an end.

Joe added that Speedcast is currently owed 13 million by Carnival and if Carnival files for insolvency the company will likely only recover a portion or none of the outstanding debt. However, as Asia comes back to life slowly, the Company's cash flow is holding up better than expected.

Peter Shaper added that Intelsat will likely terminate some critical services as they have repeatedly threatened to do, given a failure to as yet reach a deal with lenders. To seek to gain more leverage and notice from the lenders, Intelsat intends to terminate services which will have an adverse impact on Speedcast's EBITDA. If this happens, it will have a negative impact on the Company's negotiations with Carnival.

Forbearance Agreement

Rathborne noted that the forbearance agreement will be implemented to help the Company during the period to mid-April, at which time the bridge financing should be in place. The forbearance agreement contains various termination events and events of defaults which will likely stay alongside bridge funding on a more permanent basis.

Apathy gave the Directors [REDACTED]

[REDACTED] The forbearance lasts until 17 April 2020 (unless terminated earlier for breach by the company). The intention is [REDACTED]

The key [REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

Peter Shaper expressed concerns over some of the restrictions contained in the draft forbearance agreement, emphasising that the Company's inability to compromise and settle debts with customers without lender consent may cause harm to the Company. Referring to his earlier update regarding negotiations with customers, Peter noted that the hardships that the customers are going through would be an opportunity for the Company to grow the business long term if the Company is

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able to maintain relationships with cruise customers. The restrictions imposed by lenders would impede the ongoing and future discussions with customers and suppliers, such as the Carnival contract negotiations, and may ultimately lead to value destruction. Peter also noted that, any condition that the Company accepts now will likely continue to be imposed by the lenders throughout the restructuring process and therefore the Company should be pushing back at this stage. He also said that two of the termination events under the forbearance agreement were outside the Company's control and therefore would be material risks.

The Chair offered to hold further discussions on the forbearance agreement after the meeting and proposed that, instead of approving the forbearance in the current form, the Company Secretary would prepare a circular resolution so that, if acceptable to all Directors, the Restructuring Committee will be delegated to negotiate the final form of the agreement.

In response to whether the restrictions on cash outflow is common and whether that has any impact on director's duties, Rathborne answered that the restrictions are common given the business has significant liability and therefore the cash collateral has value. Apathy added,

Restructuring options

Rathborne noted that there has not been any progress on the granularity of the filing plan given priority has been given to forbearance and bridge funding. The lenders will have a preference for a Chapter 11 process as they are US based and more familiar with that process. The Company's advisors still need to investigate what the implementation of both scheme and chapter 11 would comprise. Filing planning is conceptual at this stage but will be more granular after forbearance and bridge funding.

4. Appointment of a Chief Restructuring Officer

The Board had previously discussed the appointment of a 'Chief Restructuring Officer' to provide certain consulting services to the Company and each of its direct and indirect subsidiaries (collectively, the "**Group**") in connection with transactions and procedures under and related to any in-court or out-of-court restructuring, including but not limited to, a scheme of arrangement under Australian law, or a filing under Chapter 11 of Title 11 of the United States Code (collectively, the "**Strategic Alternatives**").

The Company has been negotiating with FTI Consulting, Inc. ("**FTI**") regarding certain employees of FTI being engaged by the Company to fulfil the role of Chief Restructuring Officer. FTI has proposed that Michael Healy (supported by Mike McCreddie to help facilitate the Chief Restructuring Officer's responsibilities across all time zones) serve as the Company's Chief Restructuring Officer. The FTI proposal would involve Michael Healy being a temporary officer of the company with such duties as

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the Board and the Restructuring Committee (defined below) may from time to time determine, and shall at all times report to and be subject to supervision by the Restructuring Committee.

A draft form of an engagement letter with FTI to formalise the appointment of Michael Healy as Chief Restructuring Officer (the “**FTI Engagement Letter**”) was tabled at the meeting for discussion. The Chair and General Counsel confirmed that they had taken advice from both local (HSF) and US based (Weil) counsel, and the Company’s financial adviser (Moelis) in relation to the proposed appointment.

Following due and careful consideration of the available information, the Board **resolved that**:

- Michael Healy, Senior Managing Director, Corporate Finance & Restructuring at FTI be retained as a Chief Restructuring Officer of the Group to provide certain consulting services in connection with the Strategic Alternatives and as directed by the Board and the Restructuring Committee;
- the Company enter into the FTI Engagement Letter;
- the Chief Restructuring Officer shall have such duties as the Board and the Restructuring Committee may from time to time determine, and shall at all times report to and be subject to supervision by the Restructuring Committee;
- any adviser providing services to the Company shall be available to provide services to the Chief Restructuring Officer;
- in carrying out his responsibilities, the Chief Restructuring Officer be empowered and authorised to coordinate and consult with management and professional advisors of and to the Company, as appropriate, regarding matters within the authority and mandate of the Chief Restructuring Officer; and
- subject to the approval, supervision and direction of the Restructuring Committee, the Chief Restructuring Officer be authorised and directed to:
 - execute and deliver all documents necessary or desirable in respect of the Strategic Alternatives (including any documents required in respect of any related legal proceedings);
 - appear in all legal proceedings on behalf of the Company related to the Strategic Alternatives; and
 - otherwise do and perform all acts and deeds on behalf of each Company in connection with the Strategic Alternatives.

5. Formation of the Restructuring Committee

The Board had previously discussed forming a sub-committee to be the key working body which oversees, manages and implements the restructuring transaction being undertaken by the Group (the “**Restructuring Committee**”). The Company has had the opportunity to consult with legal and financial advisors to the Company as to their views on the merits of forming a Restructuring Committee for that purpose.

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Following due and careful consideration of the available information, the Board **resolved that**:

- the Company approve the formation of the Restructuring Committee;
- each of Stephe Wilks, Michael Malone and Peter Myers be appointed to the Restructuring Committee as its inaugural members;
- Peter Shaper and Joe Spytek be invited to attend the Restructuring Committee, acknowledging their potential conflict of interest as possible future funders of a restructuring process
- Stephe Wilks be appointed as Chair of the Restructuring Committee;
- decisions of the Restructuring Committee be approved by a simple majority of the members comprising the Restructuring Committee;
- the members of the Restructuring Committee be authorised and empowered to determine amongst themselves, the time and manner in which the Restructuring Committee shall meet, to carry out the functions with which it has been tasked;
- the Restructuring Committee report to the Board on the activities, determinations and recommendations of the Restructuring Committee;
- the Restructuring Committee be authorised to:
 - evaluate and make recommendations to the Board in respect of the Strategic Alternatives for the Group, provided that the Restructuring Committee shall put all significant matters in connection with the Strategic Alternatives for determination by the entire Board;
 - implement matters relating to the Strategic Alternatives consistently with any determinations of the Board;
 - supervise, direct and approve the activities of the Chief Restructuring Officer; and
 - direct all proceedings on behalf of the Company related to the Strategic Alternatives; and
- subject to the direction of the Board, the Restructuring Committee be authorised to delegate, as necessary and appropriate, authority to the Chief Restructuring Officer to perform any of the duties or actions outlined in the resolutions listed above.

6. Next Meeting

Next Board Meeting will be held on Monday 13 April 2020 at 10pm AEST via Teleconference.

Close at 12:30 am 1 April 2020 (AEDT)

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Minutes of Board Meeting – 31 March 2020

Confirmation

The Chair confirms that this is an accurate record of the minutes of a meeting of the directors of the Company.



Stephe Wilks (chair)

Date signed: 15 April 2020