

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Southern District of Texas
(State)

Case number (if known): _____ Chapter 11

Check if this is an amended filing

Official Form 201
Voluntary Petition for Non-Individuals Filing for Bankruptcy 04/20

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's name SpeedCast Norway AS

2. All other names debtor used in the last 8 years Schlumberger Information Technology Services Norge AS
Harris Norge AS

Include any assumed names, trade names, and *doing business as* names

3. Debtor's federal Employer Identification Number (EIN) N/A

| | | |
|---------------------|--|--|
| 4. Debtor's address | Principal place of business <u>Røynebergsletta 29</u> <u>4033 Stavanger</u> <hr/> <small>Number Street</small> <u>Norway</u> <hr/> <small>City State ZIP Code</small> <hr/> <small>County</small> | Mailing address, if different from principal place of business <hr/> <small>Number Street</small> <hr/> <small>P.O. Box</small> <hr/> <small>City State ZIP Code</small> Location of principal assets, if different from principal place of business <hr/> <small>Number Street</small> <hr/> <small>City State ZIP Code</small> |
|---------------------|--|--|

5. Debtor's website (URL) <https://www.speedcast.com/>



Debtor SpeedCast Norway AS
Name

Case number (if known) _____

6. Type of debtor

- Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
- Partnership (excluding LLP)
- Other. Specify: A Norwegian limited company

7. Describe debtor's business

A. Check one:

- Health Care Business (as defined in 11 U.S.C. § 101(27A))
- Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- Railroad (as defined in 11 U.S.C. § 101(44))
- Stockbroker (as defined in 11 U.S.C. § 101(53A))
- Commodity Broker (as defined in 11 U.S.C. § 101(6))
- Clearing Bank (as defined in 11 U.S.C. § 781(3))
- None of the above
Satellite Communications Provider

B. Check all that apply:

- Tax- exempt entity (as described in 26 U.S.C. § 501)
- Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes> .
5174

8. Under which chapter of the Bankruptcy Code is the debtor filing?

Check one:

- Chapter 7
- Chapter 9
- Chapter 11. Check all that apply:

A debtor who is a "small business debtor" must check the first sub-box. A debtor as defined in § 1182(1) who elects to proceed under subchapter V of chapter 11 (whether or not the debtor is a "small business debtor") must check the second sub-box.

- The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,725,625. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- The debtor is a debtor as defined in 11 U.S.C. § 1182(1). Its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$7,500,000 and it chooses to proceed under Subchapter V of Chapter 11. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- A plan is being filed with this petition.
- Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
- The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
- The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

Chapter 12

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?

No

Yes District _____ When _____ Case number _____
MM/ DD/ YYYY

If more than 2 cases, attach a separate list.

District _____ When _____ Case number _____
MM / DD/ YYYY

Debtor SpeedCast Norway AS
Name

Case number (if known) _____

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?

- No
- Yes Debtor See attached Schedule 1 Relationship _____
District _____ When _____
Case number, if known _____ MM / DD / YYYY

List all cases. If more than 1, attach a separate list.

11. Why is the case filed in this district?

Check all that apply:

- Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
- A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?

- No
- Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? (Check all that apply.)

- It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.

What is the hazard? _____

- It needs to be physically secured or protected from the weather.
- It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).

Other _____

Where is the property?

Number _____ Street _____
City _____ State _____ ZIP Code _____

Is the property insured?

- No
- Yes. Insurance agency _____
Contact Name _____
Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds

Check one:

- Funds will be available for distribution to unsecured creditors.
- After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors (on a consolidated basis with all affiliated debtors)

- 1-49 1,000-5,000 25,001-50,000
 50-99 5,001-10,000 50,001-100,000
 100-199 10,001-25,000 More than 100,000
 200-999

Debtor SpeedCast Norway AS Case number (if known) _____
 Name

- | | | | |
|--|--|--|---|
| 15. Estimated assets (on a consolidated basis with all affiliated debtors) | <input type="checkbox"/> \$0-\$50,000 | <input type="checkbox"/> \$1,000,001-\$10 million | <input checked="" type="checkbox"/> \$500,000,001-\$1 billion |
| | <input type="checkbox"/> \$50,001-\$100,000 | <input type="checkbox"/> \$10,000,001-\$50 million | <input type="checkbox"/> \$1,000,000,001-\$10 billion |
| | <input type="checkbox"/> \$100,001-\$500,000 | <input type="checkbox"/> \$50,000,001-\$100 million | <input type="checkbox"/> \$10,000,000,001-\$50 billion |
| | <input type="checkbox"/> \$500,001-\$1 million | <input type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> More than \$50 billion |
| 16. Estimated liabilities (on a consolidated basis with all affiliated debtors) | <input type="checkbox"/> \$0-\$50,000 | <input type="checkbox"/> \$1,000,001-\$10 million | <input checked="" type="checkbox"/> \$500,000,001-\$1 billion |
| | <input type="checkbox"/> \$50,001-\$100,000 | <input type="checkbox"/> \$10,000,001-\$50 million | <input type="checkbox"/> \$1,000,000,001-\$10 billion |
| | <input type="checkbox"/> \$100,001-\$500,000 | <input type="checkbox"/> \$50,000,001-\$100 million | <input type="checkbox"/> \$10,000,000,001-\$50 billion |
| | <input type="checkbox"/> \$500,001-\$1 million | <input type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> More than \$50 billion |

Request for Relief, Declaration, and Signatures

WARNING – Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

- 17. Declaration and signature of authorized representative of debtor**
- The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.
 - I have been authorized to file this petition on behalf of the debtor.
 - I have examined the information in this petition and have a reasonable belief that the information is true and correct.
- I declare under penalty of perjury that the foregoing is true and correct.

Executed on 04/ 23 / 2020
 MM / DD / YYYY

✕ /s/ Michael Healy Michael Healy
 Signature of authorized representative of debtor Printed name

Chief Restructuring Officer
 Title

18. Signature of attorney

✕ /s/ Alfredo R. Pérez Date 04/ 23 / 2020
 Signature of attorney for debtor MM / DD / YYYY

Alfredo R. Pérez Gary T. Holtzer
 Printed Name

Weil, Gotshal & Manges LLP Weil, Gotshal & Manges LLP
 Firm Name

700 Louisiana Street, Suite 1700 767 Fifth Avenue
 Address

Houston, Texas 77002 New York, New York 10153
 City/State/Zip

(713) 546-5000 (212) 310-8000
 Contact Phone

alfredo.perez@weil.com gary.holtzer@weil.com
 Email Address

15776275 Texas
 Bar Number State

Schedule 1**Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor**

On the date hereof, each of the affiliated entities listed below (collectively, the “**Debtors**”) filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the Southern District of Texas. The Debtors have filed a motion requesting that the chapter 11 cases of these entities be consolidated for procedural purposes only and jointly administered pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure.

| COMPANY |
|---|
| SpeedCast International Limited |
| SpeedCast UK Holdings Limited |
| CapRock UK Limited |
| CapRock Communications Pte. Ltd. |
| Speedcast Cyprus Ltd. |
| SpeedCast Limited |
| SpeedCast Group Holdings Pty Ltd |
| SpeedCast Americas, Inc. |
| SpeedCast Communications, Inc. |
| SpaceLink Systems, LLC |
| SpeedCast Australia Pty Limited |
| Satellite Communications Australia Pty Ltd |
| Oceanic Broadband Solutions Pty Ltd |
| SpeedCast Managed Services Pty Limited |
| Maritime Communication Services, Inc. |
| Telaurus Communications LLC |
| CCI Services Corp. |
| HCT Acquisition, LLC |
| Cosmos Holdings Acquisition Corp. |
| Globecomm Network Services Corporation |
| Hermes Datacommunications International Limited |
| SpeedCast Singapore Pte. Ltd. |
| SpaceLink Systems II, LLC |
| CapRock Comunicações do Brasil Ltda. |
| CapRock Participações do Brasil Ltda. |
| Speedcast Canada Limited |
| CapRock Communications (Australia) Pty Ltd |
| SpeedCast Norway AS |
| Globecomm Europe B.V. |
| NewCom International, Inc. |

| COMPANY |
|--|
| Evolution Communications Group Limited |
| SpeedCast Netherlands B.V. |
| SpeedCast France SAS |

OMNIBUS WRITTEN RESOLUTIONS

OF

SPEEDCAST NORWAY AS

April 22, 2020

The undersigned, constituting the directors of SPEEDCAST NORWAY AS, a private limited liability company incorporated under the laws of Norway with registration number 982 452 376, and having its registered address at Røybergsgletta 29, N-4033 Stavanger, Norway (the “**Company**”), hereby take the following actions and adopt the following resolutions without a physical meeting, in accordance with section 6-19 of the Norwegian Private Limited Liability Companies Act, and the Chairman found this to be prudent manner to deal with the matters to be resolved. All directors participated in the proceedings.

WHEREAS, the Company is party to that certain Syndicated Facility Agreement, dated as of May 15, 2018 (as amended, supplemented, amended and restated or otherwise modified from time to time prior to the date hereof, the “**Syndicated Facility Agreement**”, by and among Speedcast International Limited, a company organized under the laws of Australia (“**SpeedCast**”), the other borrowers party thereto, the subsidiary guarantors party thereto from time to time, the lenders party thereto from time to time and Credit Suisse AG, Cayman Islands Branch, as administrative agent and collateral agent;

WHEREAS, the Company is an indirect subsidiary of Speedcast;

WHEREAS, Speedcast has negotiated with certain of its lenders under the Syndicated Facility Agreement, that certain Amendment No. 3 to the Syndicated Facility Agreement, substantially in from attached hereto as **Exhibit 1** (the “**Syndicated Facility Amendment**”) to, inter alia, permit the incurrence of the DIP Financing contemplated by the DIP Credit Agreement (both as defined below)

WHEREAS, SpeedCast and certain of its subsidiaries and affiliates (the “**SpeedCast Group**”) are considering commencing cases under 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**”); and

WHEREAS, the Board of the Company have, with the assistance of (i) financial advice from its financial advisors, (ii) legal advice from outside counsel and the general counsel to SpeedCast, and (iii) management of SpeedCast and the Company, fully considered each of the strategic alternatives available to the Company and has had the opportunity to ask questions about the materials presented by management and the legal and financial advisors of SpeedCast and the Company regarding the liabilities and liquidity of the Company and the strategic alternatives;

Having regard to:

- the overall financial position of the Company and the Speedcast Group;

- the interrelated nature of the Speedcast Group's operations and the Company's ongoing viability being dependent on the continued operations of the broader Speedcast Group;
- the fact that access to the loan proceeds under the DIP Credit Agreement would be beneficial to support the continued operation of the Company and this is facilitated by the Company commencing a chapter 11 case and execution, delivery and performance of the Company's obligations in relation to the DIP Credit Agreement and the transactions and documents contemplated and evidenced by it;
- the fact that the likelihood of the Company's creditors being paid depends on a successful restructuring of Speedcast Group; and
- the fact that the resolution for the Company to file for chapter 11 of the Bankruptcy Code below is conditioned upon the board of directors of Speedcast resolving to approve the chapter 11 filings of the Speedcast Group,

the Company has determined that it is in the best interest of Speedcast and the Company to take the actions set forth below.

WHEREAS, the Board of the Company have determined that taking the actions set forth below are advisable and in the best interests of the Company and therefore desires to approve the following resolutions:

I. Commencement of Chapter 11 Cases.

NOW, THEREFORE, BE IT RESOLVED, that in the judgment of the Board the Company, after consultations with counsel, management and its financial advisors that, if the board of directors of SpeedCast resolves to approve the chapter 11 filings of the SpeedCast Group, it is desirable and in the best interests of the Company, its creditors, and other interested parties, that a petition be filed by or on behalf of the Company seeking relief under the provisions of chapter 11 of the Bankruptcy Code; and be it further

RESOLVED, that, if the board of directors of SpeedCast resolves to approve the chapter 11 filings of the SpeedCast Group, each officer of the Company, any director, any secretary and any agent authorized by the Board, including, in each case, Michael Healy, the Chief Restructuring Officer of Speedcast (each a "**Responsible Officer**"), in each case, acting singly or jointly be, and hereby are, authorized, empowered, and directed, in the name and on behalf of the Company to execute, verify, and file petitions, schedules, statements, motions, lists, applications, pleadings, orders, and other documents or to cause the same to be executed and filed in the name and on behalf of the Company in the Bankruptcy Court at such time that the Responsible Officer executing the same shall determine, and, in connection therewith, to employ and retain all assistance by legal counsel, accountants, financial advisors, investment bankers, and other professionals, and to take and perform any and all further acts and deeds which such Responsible Officer, who may act without the joinder of any other Responsible Officer deems necessary, proper, or desirable in connection with the Company's chapter 11 case (the "**Chapter 11 Case**"), including negotiating, executing, delivering, and performing any and all documents, agreements, certificates and

instruments in connection with the successful prosecution of the Chapter 11 Case, including the professional retentions set forth in this resolution; and be it further

II. Debtor-in Possession Financing

RESOLVED, that in connection with the Chapter 11 Case, it is in the best interests of the Company (i) that it is a guarantor of the obligations of SpeedCast Communications, Inc. (the “**DIP Facility Borrower**”) under the DIP Credit Agreement (as defined below), and (ii) to consummate the transactions under that certain Senior Secured Superpriority Debtor-In-Possession Term Loan Credit Agreement (together with the Exhibits and Schedules annexed thereto, the “**DIP Credit Agreement**”) in substantially the form attached hereto as **Exhibit 2** (or on such other terms as any Responsible Officer, who may act without the joinder of any other Responsible Officer deems necessary, proper, or desirable), to be entered into by and among *inter alios* SpeedCast, the DIP Facility Borrower, the Company, the lenders from time to time party thereto (the “**DIP Lenders**”), and Credit Suisse AG, Cayman Islands Branch, as administrative agent, collateral agent and security trustee for the DIP Lenders (in such capacities, including any successor thereto, the “**DIP Agent**”), subject to approval by the Bankruptcy Court, which is necessary and appropriate to the conduct, promotion and attainment of the business of the Company (collectively, the “**DIP Financing**”); and be it further

RESOLVED, that the execution and delivery of the the DIP Financing Documents (as defined below) and the Syndicated Facility Amendment by the Company to the extent it is party thereto and the consummation by the Company of the transactions contemplated thereunder, including (i) the guaranty of the obligations thereunder as provided in any guaranty, (ii) the grant of a security interest in and liens upon substantially all of the Company’s assets in favor of the secured parties (including the authorization of financing statements in connection with liens) and (iii) the execution, delivery and performance of all other agreements, instruments, documents, notices, or certificates constituting exhibits to the DIP Credit Agreement, the Syndicated Facility Amendment or that may be required, necessary, appropriate, desirable, or advisable to be executed or delivered pursuant to the DIP Credit Agreement or otherwise related thereto, including *inter alia*:

- a) interest rate or currency hedging arrangements;
- b) the Guarantee Agreement (as defined in the DIP Credit Agreement) pursuant to which the Company will grant a guarantee for the obligations set out therein;
- c) a Norwegian law governed security agreement with the DIP Agent pursuant to which the Company will create security (floating charges) over its trade receivables and operating assets for the obligations under the Guarantee Agreement (as defined in the DIP Credit Agreement) and on the terms set out therein;
- d) a Norwegian law governed assignment agreement with the DIP Agent (the “**DIP Assignment Agreement**”) pursuant to which the Company will create security over a certain bank account set out therein for the obligations under the Guarantee Agreement (as defined in the DIP Credit Agreement) and on the terms set out therein;

- e) a Norwegian law governed assignment agreement with the DIP Agent (the “**SFA Assignment Agreement**”) pursuant to which the Company will create security over a certain bank account set out therein for the obligations under the Guarantee Agreement (as defined in the a certain Syndicated Facility Agreement) and on the terms set out therein;
- f) the notices of assignment and the acknowledgements thereof issued or made by the Company in respect of the DIP Assignment Agreement and the SFA Assignment Agreement;
- g) a Norwegian law governed charge form creating a floating charge over trade receivables (in Norwegian: *avtale om factoringpant*), in the amount of USD 180,000,000 entered into between the Company and the DIP Agent;
- h) a Norwegian law governed charge form creating a floating charge over machinery and plan (in Norwegian: *driftstilbehør*), in the amount of USD 180,000,000 issued by the Company in favour of the Agent;
- i) an English law governed account charge agreement with the Collateral Agent pursuant to which the Company will create security over a certain bank account set out therein for the obligations under the Guarantee Agreement (as defined in the Syndicated Facility Agreement) and on the terms set out therein;
- j) an English law governed account charge agreement with the Collateral Agent pursuant to which the Company will create security over a certain bank account set out therein for the obligations under the Guarantee Agreement (as defined in the DIP Credit Agreement) and on the terms set out therein;
- k) the DIP Intercreditor Agreement (as defined in the DIP Credit Agreement) which sets forth the positions, priorities and the rights and obligations of the lenders under the DIP Credit Agreement and the lenders under the Pre-Petition First Lien Credit Agreement (as defined in the DIP Credit Agreement) in respect of the security granted by the Company; and
- l) any other Loan Document as defined in the DIP Credit Agreement,

(each a “**DIP Financing Document**” and collectively, the “**DIP Financing Documents**”), the making of the representations and warranties and compliance with the covenants thereunder and the assumption of any obligations under and in respect of any of the foregoing, are hereby authorized and approved in all respects, and that any Responsible Officer, who may act without the joinder of any other Responsible Officer, is hereby severally authorized, empowered and directed, in the name and on behalf of the Company, to execute and deliver the Syndicated Facility Amendment and any DIP Financing Document to which the Company is a party, with such changes therein and additions thereto as any such Responsible Officer, in his or her sole discretion, may deem necessary, convenient, appropriate, advisable or desirable, the execution and delivery of the Syndicated Facility Amendment and DIP Financing Document with any changes thereto by the relevant Responsible Officer, to be conclusive evidence that such Responsible Officer deemed such changes to meet such standard; and be it further

RESOLVED, that the form, terms and provisions of each of (i) the DIP Credit Agreement, including the use of proceeds to provide liquidity for the Company throughout the Chapter 11 Case and (ii) any and all of the other agreements, including, without limitation, any guarantee and security agreement, letters, notices, certificates, documents and instruments authorized, executed, delivered, reaffirmed, verified and/or filed in connection with the DIP Financing and the performance of obligations thereunder, including the borrowings and guarantees contemplated thereunder, are hereby, in all respects confirmed, ratified and approved; and be it further

RESOLVED, that each Responsible Officer, who may act without the joinder of any other Responsible Officer, is hereby authorized, empowered, and directed, in the name and on behalf of the Company, to cause the Company to negotiate and approve the terms, provisions and performance of, and to prepare, execute and deliver the DIP Credit Agreement and any other DIP Financing Document, in the name and on behalf of the Company, and such other documents, agreements, instruments and certificates as may be required by the DIP Agent or by the DIP Credit Agreement and any other DIP Financing Documents; and be it further

RESOLVED, that the Company be, and hereby is, authorized to incur the obligations and to undertake any and all related transactions contemplated under the DIP Credit Agreement and any other DIP Financing Document including the granting of security thereunder; and be it further

RESOLVED, that each Responsible Officer, who may act without the joinder of any other Responsible Officer, is hereby authorized to grant security interests in, and liens on, any and all property (to the extent permissible pursuant to local law) of the Company as collateral pursuant to the DIP Credit Agreement and any other DIP Financing Document to secure the obligations and liabilities thereunder to the lenders under the DIP Credit Agreement and the DIP Agent, and to authorized, execute, verify, file and or deliver to the DIP Agent, on behalf of the Company, all agreements, documents and instruments required by the lenders in connection with the foregoing; and be it further

RESOLVED, that each Responsible Officer, who may act without the joinder of any other Responsible Officer, is hereby authorized, empowered, and directed, in the name and on behalf of the Company, to take all such further actions including, without limitation, to pay all fees and expenses, in accordance with the terms of the DIP Credit Agreement and any other DIP Financing Document, which shall, in such Responsible Officer's sole judgment, be necessary, proper, or advisable to perform the Company's obligations under or in connection with the DIP Credit Agreement or any other DIP Financing Document and the transactions contemplated therein and to carry out fully the intent of the foregoing resolutions; and be it further

RESOLVED, that each Responsible Officer, who may act without the joinder of any other Responsible Officer, is hereby authorized, empowered, and directed, in the name and on behalf of the Company, to execute and deliver any amendments, supplements, modifications, renewals, replacements, consolidations, substitutions and extensions of the DIP Credit Agreement and/or any of the DIP Financing Documents which shall, in such Responsible Officer's sole judgment, be necessary, proper or advisable; and be it further

III. Retention of Advisors.

RESOLVED, that the law firm of Weil, Gotshal & Manges LLP is hereby retained as counsel for the Company in the Chapter 11 Case, subject to Bankruptcy Court approval; and be it further

RESOLVED, that the law firm of Herbert Smith Freehills is hereby retained as counsel for the Company in the Chapter 11 Case, subject to Bankruptcy Court approval; and be it further

RESOLVED, that the firm of Moelis Australia Ltd is hereby retained as financial advisor for the Company in the Chapter 11 Case, subject to Bankruptcy Court approval; and be it further

RESOLVED, that the firm of FTI Consulting, Inc. is hereby retained for the Company in the Chapter 11 Case, subject to Bankruptcy Court approval; and be it further

RESOLVED, that the firm of Kurtzman Carson Consultants LLC is hereby employed as claims, noticing and solicitation agent for the Company in the Chapter 11 Case, subject to Bankruptcy Court approval;

IV. General Authorization and Ratification.

RESOLVED, that each Responsible Officer be, and each, acting alone, hereby is, authorized, empowered and directed, for and on behalf of the Company, to do and perform all such acts and things and enter into, execute, acknowledge, deliver and file all such certificates, agreements, acknowledgments, instruments, contracts, statements and other documents and to take such further actions as such Responsible Officer may deem necessary or appropriate to effect the intent and accomplish the purposes of the foregoing resolutions, with the taking of any such action by such Responsible Officer being conclusive evidence that the same did meet such standards as set forth above; and be it further

RESOLVED, that any and all actions taken by any Responsible Officer prior to the date of adoption of the foregoing resolutions which would have been authorized by the foregoing resolutions but for the fact that such actions were taken prior to such date, be, and each hereby is, ratified, approved, confirmed and adopted as a duly authorized act of the Company in all respects and for all purposes.

[Signature Page Follows]

These Omnibus Written Resolutions may be executed in one or more counterparts, all of which together shall be one and the same instrument. These Omnibus Written Resolutions shall be filed with and become a part of the records of the Company.

IN WITNESS WHEREOF, the undersigned, being all of the directors of the Board of SpeedCast Norway AS, have executed this written consent as of the date first written above.



Dominic Thomas Edward Gyngell

Sveinung Lapin

These Omnibus Written Resolutions may be executed in one or more counterparts, all of which together shall be one and the same instrument. These Omnibus Written Resolutions shall be filed with and become a part of the records of the Company.

IN WITNESS WHEREOF, the undersigned, being all of the directors of the Board of SpeedCast Norway AS, have executed this written consent as of the date first written above.

Dominic Thomas Edward Gynge

A handwritten signature in blue ink, appearing to read "Sveinung Lapin". The signature is written in a cursive style with a long horizontal stroke at the beginning.

Sveinung Lapin

Fill in this information to identify the case:

Debtor name: SpeedCast Norway AS
 United States Bankruptcy Court for the Southern District of Texas
 (State)
 Case number (If known): _____

Check if this is an amended filing

Official Form 204**Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders****12/15**

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an *insider*, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.

| | Name of creditor and complete mailing address, including zip code | Name, telephone number, and email address of creditor contact | Nature of the claim (for example, trade debts, bank loans, professional services, and | Indicate if claim is contingent, unliquidated, or disputed ¹ | Amount of unsecured claim | | |
|---|--|--|---|---|-----------------------------------|---|------------------|
| | | | | | Total claim, if partially secured | Deduction value of collateral or setoff | Unsecured claim |
| 1 | INTELSAT CORPORATION PO BOX 847491 DALLAS, TX 75284-7491 US | 703 559 8230 Billing.Inquiries@Intelsat.com | Supplier | N/A | \$ 44,842,908.91 | TBD | \$ 44,842,908.91 |
| 2 | INMARSAT GLOBAL LIMITED 99 CITY ROAD LONDON, EC1Y 1AX UK | SHIRIN DHALA 44 207 728 1578 VALENTINA.TSIALIATIDOU@INMARSAT.COM | Supplier | N/A | \$ 23,429,214.99 | TBD | \$ 23,429,214.99 |
| 3 | New Skies Satellites B.V. ROOSEVELTPLANTSOEN 4 THE HAGUE, KR 2517 NL | Francis Marquez-Credit/Collection Controller + 31 70 338 1997 francis.marquez@ses.com; sanjeev.ramcharan@ses.com; billing-nl@ses.com | Supplier | N/A | \$ 3,086,233.22 | TBD | \$ 3,086,233.22 |
| 4 | O3b Sales B.V. Johan van Oldenbarneveltlaan 5 The Hague, 2582 NE NL | Adam Ferneyhough-Accounts Receivable +31 (0)70 711 6500 ruy.sarmiento@o3bnetworks.com; billing@o3bnetworks.com; adam.ferneyhough@ses.com | Supplier | N/A | \$ 3,032,627.96 | TBD | \$ 3,032,627.96 |
| 5 | THRANE AND THRANE A/S TRADING AS COBHAM SATCOM Lundtoftegaardsvej 93 D Kongens Lyngby, 2800 DK | 45 39 55 88 00 satcom.receivables@cobham.com | Supplier | N/A | \$ 2,705,519.62 | TBD | \$ 2,705,519.62 |

¹ The Debtors are continuing to review their books and records with respect to claims and whether such claims are contingent, disputed or unliquidated. The Debtors reserve all rights to amend the amounts and designations herein.

Debtor SpeedCast Norway AS
Name

Case number (if known) _____

| | Name of creditor and complete mailing address, including zip code | Name, telephone number, and email address of creditor contact | Nature of the claim (for example, trade debts, bank loans, professional services, and | Indicate if claim is contingent, unliquidated, or disputed ¹ | Amount of unsecured claim | | |
|----|---|---|---|---|-----------------------------------|---|-----------------|
| | | | | | Total claim, if partially secured | Deduction value of collateral or setoff | Unsecured claim |
| 6 | ASIA SATELLITE TELECOMMUNICATIONS COMPANY LIMITED 12/F, Harbour Centre Hong Kong, HK | +61 (02) 8870 1400 syeung@asiasat.com; rtong@asiasat.com | Supplier | N/A | \$ 2,513,879.94 | TBD | \$ 2,513,879.94 |
| 7 | Intellian Technologies USA, Inc. 11 STUDEBAKER IRVINE, CA 92618 US | Julia Kim-Accountant +1-949-727-4498 ext. 1111 julia.kim@intelliantech.com; accounting.us@intelliantech.com | Supplier | N/A | \$ 2,074,106.16 | TBD | \$ 2,074,106.16 |
| 8 | McKinsey & Company Inc 555 California Street Suite 4800 SAN FRANCISCO, CA 94104 US | +1 415 981 0250 | Professional Services | N/A | \$ 1,950,000.00 | TBD | \$ 1,950,000.00 |
| 9 | APT Satellite Company Limited 22 Dai Kwai Street, Tai Po Industrial Estate Hong Kong, HK | (852) 2600 2100 christine@apstar.com | Supplier | N/A | \$ 1,795,166.00 | TBD | \$ 1,795,166.00 |
| 10 | Eutelsat Asia Pte. Ltd. 8 Temasek Boulevard #15-02 Suntec Three Tower Singapore, 018981 SG | Mervyn EU ZHI YONG (65) 6808 2088 lngszeyim@eutelsat.com | Supplier | N/A | \$ 1,774,390.14 | TBD | \$ 1,774,390.14 |
| 11 | SES Government Solutions, Inc 11790 Sunrise Valley Drive, Suite 300 RESTON, VA 20191 US | Sefika Toker-AR Administrator (703) 610-0977 (571) 294-5132 sefika.toker@ses-gs.com; emily.mosso@ses-gs.com | Supplier | N/A | \$ 1,540,798.40 | TBD | \$ 1,540,798.40 |
| 12 | Satélites Mexicanos, S.A. de C.V. Avenida Paseo de la Reforma No. 222 Piso 20 y 21 MEXICO, ME 6600 MX | +52 (55) 2629 5800 jonathan.cortez@eutelsat.com | Supplier | N/A | \$ 1,443,546.06 | TBD | \$ 1,443,546.06 |
| 13 | INMARSAT SOLUTIONS B.V LOIRE 158-160, ENTRANCE B THE HAGUE, 2491 AL NL | +1 709 748 4280 AR.Inquiries@inmarsat.com | Supplier | N/A | \$ 1,384,472.78 | TBD | \$ 1,384,472.78 |

Debtor SpeedCast Norway AS
Name

Case number (if known) _____

| | Name of creditor and complete mailing address, including zip code | Name, telephone number, and email address of creditor contact | Nature of the claim (for example, trade debts, bank loans, professional services, and | Indicate if claim is contingent, unliquidated, or disputed ¹ | Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim. | | |
|----|--|---|---|---|--|---|-----------------|
| | | | | | Total claim, if partially secured | Deduction value of collateral or setoff | Unsecured claim |
| 14 | TELESAT CANADA 1601 Telesat Court OTTAWA, ON K1B5P4 CA | 613 748 0123 mvinnakota@telesat.com | Supplier | N/A | \$ 1,275,304.79 | TBD | \$ 1,275,304.79 |
| 15 | Eutelsat S.A. 70 Rue Balard PARIS, 75015 FR | Mervyn Eu zhi yong +33 15398 4747;+33 1 53 983752 credit@eutelsat.com; hzared@eutelsat.com; victor.perez@eutelsat.com | Supplier | N/A | \$ 1,224,044.70 | TBD | \$ 1,224,044.70 |
| 16 | SEATEL INC. PO BOX 100749 ATLANTA, GA 30384-0749 US | Sabine Brunner-Accounts Receivable 1 (925) 798 7979 Sabine.Brunner@cobham.com; satcom.concord.ar@cobham.com | Supplier | N/A | \$ 1,175,044.53 | TBD | \$ 1,175,044.53 |
| 17 | Iridium Satellite LLC 1750 Tysons Blvd, Suite 1400 McLean, VA 22102 US | 1.703.287.7400 Wouter.Deknopper@iridium.com | Supplier | N/A | \$ 876,998.59 | TBD | \$ 876,998.59 |
| 18 | Sky Perfect JSAT Corp 1-14-14- Akasaka, Minato-Ku, Tokyo TOKYO, 107-0052 JP | Ken Kunita 81 3 5571 7770/ +852 3157 0722 kunita-ken@sptvjsat.com | Supplier | N/A | \$ 744,978.25 | TBD | \$ 744,978.25 |
| 19 | AIRBUS DEFENCE AND SPACE LTD Gunnels Wood Road STEVENAGE, HERTS SG1 2AS GB | 44 (0) 1438 282828 kelly.hawkes@airbus.com; mark.mclauchlan@airbus.com | Supplier | N/A | \$ 673,000.01 | TBD | \$ 673,000.01 |
| 20 | Cobham Satcom Lundtoftegaardsvej 93D Kongens Lyngby, 2800 DK | 6567952205 Geoff.Allsop@cobham.com;liga.liu @cobham.com | Supplier | N/A | \$ 636,857.48 | TBD | \$ 636,857.48 |
| 21 | AT&T PO BOX 105414 ATLANTA, GA 30348-5414 US | Shaun Feimster 800 724 9198 sf1615@att.com; brm-qa@cctools.att-mail.com | Supplier | N/A | \$ 597,526.57 | TBD | \$ 597,526.57 |
| 22 | Globalstar USA 1351 Holiday Square Blvd Covington, LA 70433 US | Jennifer Plaskus-Credit & Collections Supervisor 1-985-335-1534 jennifer.plaskus@globalstar.com | Supplier | N/A | \$ 510,038.21 | TBD | \$ 510,038.21 |

Debtor SpeedCast Norway AS
Name

Case number (if known) _____

| | Name of creditor and complete mailing address, including zip code | Name, telephone number, and email address of creditor contact | Nature of the claim (for example, trade debts, bank loans, professional services, and | Indicate if claim is contingent, unliquidated, or disputed ¹ | Amount of unsecured claim | | |
|----|--|---|---|---|-----------------------------------|---|-----------------|
| | | | | | Total claim, if partially secured | Deduction value of collateral or setoff | Unsecured claim |
| 23 | Vodafone Fiji Ltd 168 Princes Road Tamavua, Suva, FJ | +64 21 361 063 (679) 331 2000 nazmin.nisha@vodafone.com | Supplier | N/A | \$ 492,655.17 | TBD | \$ 492,655.17 |
| 24 | TELESAT INTERNATIONAL LIMITED 4th. Floor, 80 Petty France London, SW1H 9EX GB | 1-(908) 470-488 wmccabe@telesat.com | Supplier | N/A | \$ 488,861.50 | TBD | \$ 488,861.50 |
| 25 | RUSSIAN SATELLITE COMMUNICATIONS COMPANY 3A Bid,1, Nikoloyamskiy per. Moscow, 109289 RU | 495 730 04 50 sco@rsc.ru | Supplier | N/A | \$ 426,832.12 | TBD | \$ 426,832.12 |
| 26 | COMTECH EF DATA LOCKBOX 9651 PO BOX 70280 PHILADELPHIA, PA 19176 US | Phil Lester-Credit Manager 1 480 333 2200 plester@comtechefdata.com; smorris@comtechefdata.com | Supplier | N/A | \$ 417,276.00 | TBD | \$ 417,276.00 |
| 27 | Telstra International 10, 11, 13, 14, 19/F TELECOM HOUSE, 3 GLOUCESTER ROAD WAN CHAI, HK | 852 2983 3388 TGBilling@team.telstra.com | Supplier | N/A | \$ 380,316.30 | TBD | \$ 380,316.30 |
| 28 | LEVEL 3 COMMUNICATIONS PO BOX 910182 DENVER, CO 80291-0182 US | Michael Santschi 602 512 2513; 800-871-9244 michael.satnschi@centurylink.com ; Billing@centurylink.com | Supplier | N/A | \$ 376,906.28 | TBD | \$ 376,906.28 |
| 29 | TAMPNET UK LTD 38 Carden Place ABERDEEN, AB10 1UP GB | 44 7467950265 finance.uk@tampnet.com | Supplier | N/A | \$ 357,179.52 | TBD | \$ 357,179.52 |
| 30 | INTELSAT GLOBAL SALES AND MARKETING LTD. BUILDING 5, CHISWICK PARK 555 CHISWICK HIGH ROAD LONDON, WV W4 5YF GB | +44 20 3036 6700, billing.inquiries@intelsat.com | Supplier | N/A | \$ 338,210.00 | TBD | \$ 338,210.00 |

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

| | | |
|---|---|--|
| <p>In re:</p> <p>SPEEDCAST INTERNATIONAL LIMITED, et al.,</p> <p style="text-align: center;">Debtors.²</p> | § § § § § § § § § | <p>Chapter 11</p> <p>Case No. 20-_____ (___)</p> |
|---|---|--|

CONSOLIDATED CORPORATE OWNERSHIP STATEMENT PURSUANT TO FEDERAL RULES OF BANKRUPTCY PROCEDURE 1007 AND 7007.1

Pursuant to Federal Rules of Bankruptcy Procedure 1007(a)(1) and 7007.1, attached hereto as **Exhibit A** is an organizational chart reflecting all of the ownership interests in SpeedCast International Limited (“**Parent**”) and its affiliated debtors (the “**Non-Parent Debtors**”), as proposed debtors and debtors in possession (collectively, the “**Debtors**”). The Debtors respectfully represent as follows:

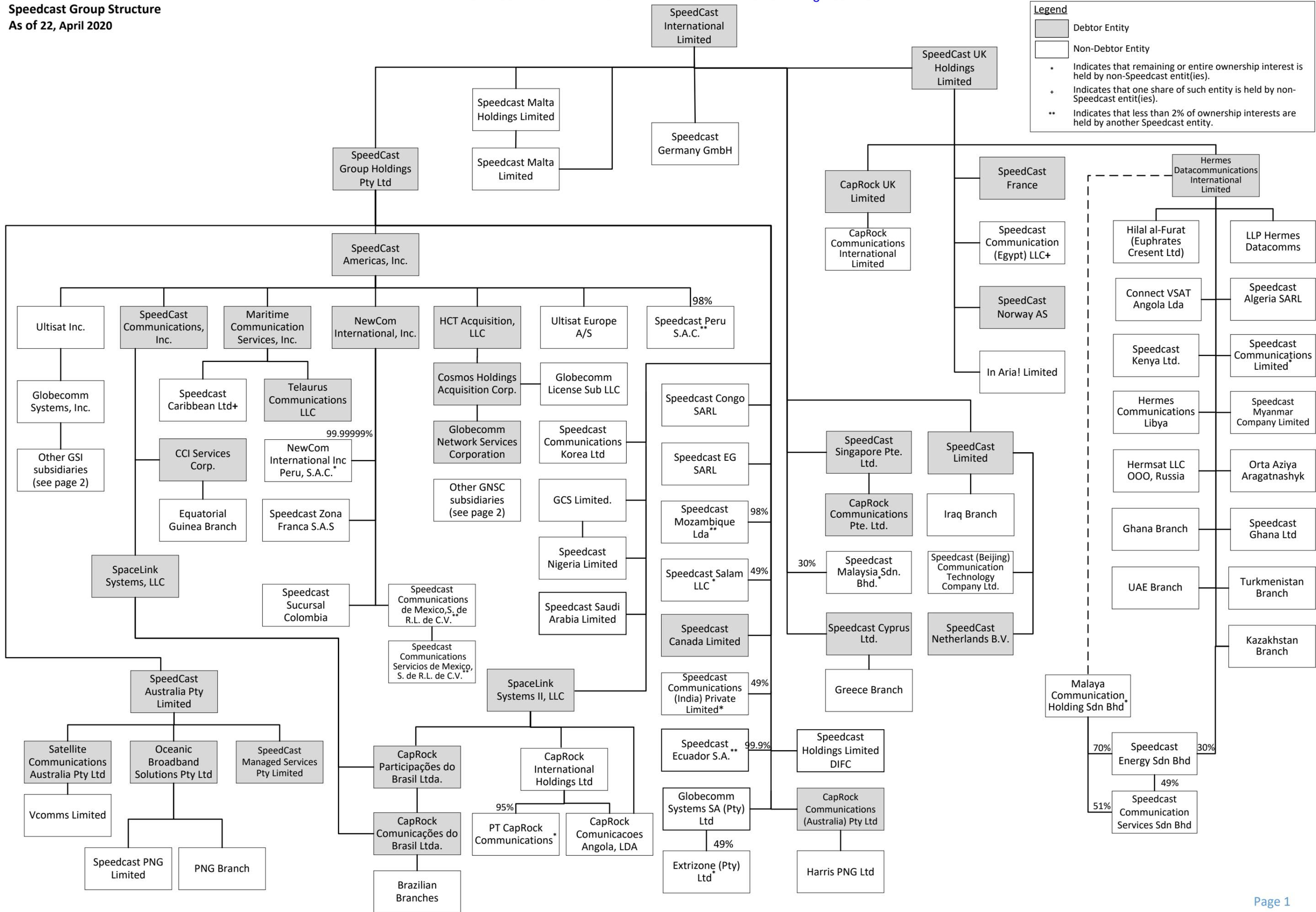
1. Each Debtor listed in **Exhibit A** is 100% owned by its direct parent unless otherwise noted.
2. Parent is the ultimate parent company of each of the Non-Parent Debtors, and directly or indirectly owns a 100% equity interest in each of the Non-Parent Debtors.
3. Equity in Parent is represented by ordinary shares, 14.01% held by Portsea Asset Management, 9.90% held by DS Investments, 6.02% held by Perennial Value Management, 5.61% owned by affiliates of The Goldman Sachs Group Inc., 5.23% held by Crown Ocean Capital, and 59.23% widely held by other shareholders in the aggregate.

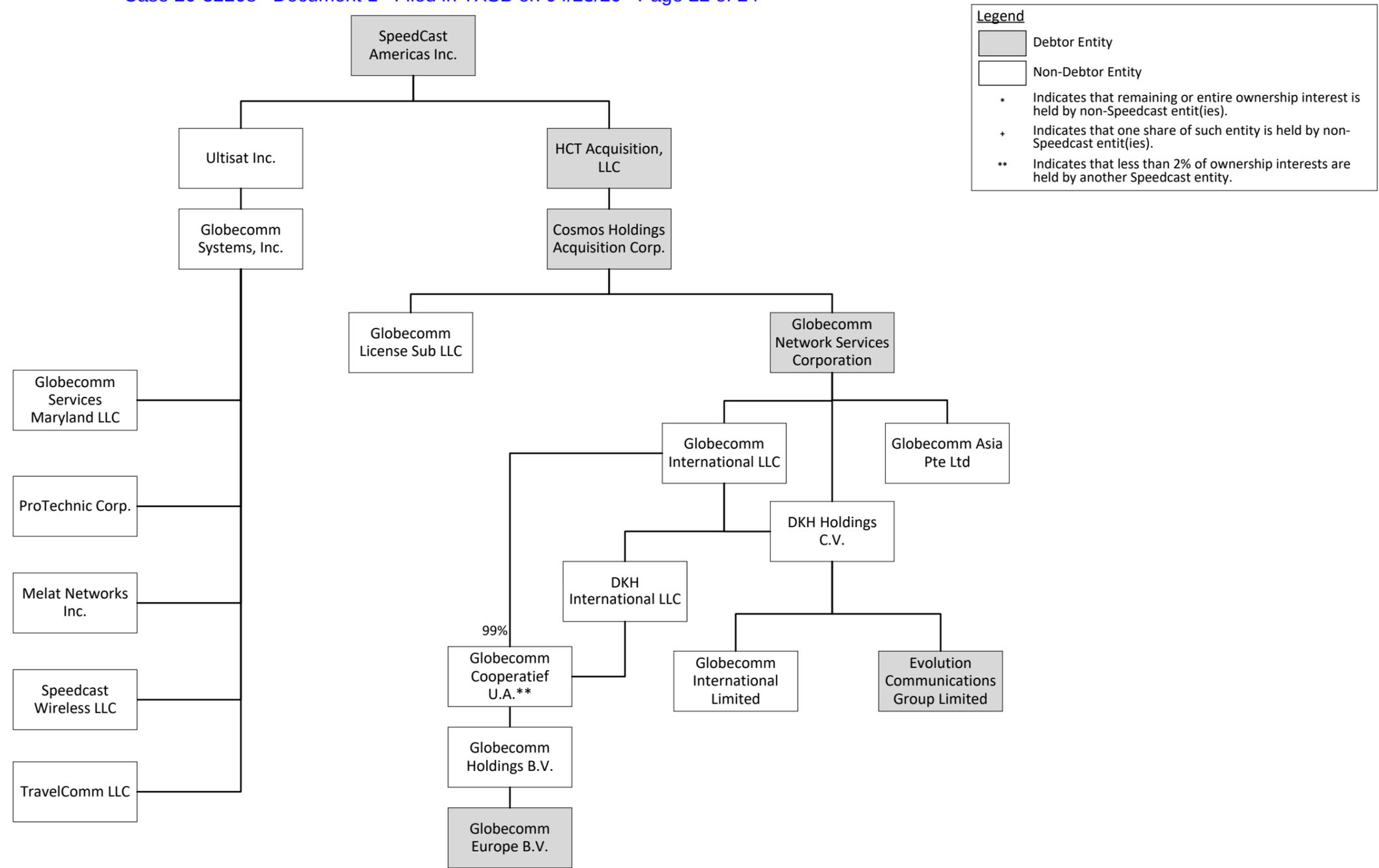
² A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ proposed claims and noticing agent at <https://www.kccllc.net/speedcast>. The Debtors’ service address for the purposes of these chapter 11 cases is 4400 S. Sam Houston Parkway East, Houston, Texas 77048.

Exhibit A

Organizational Chart

Speedcast Group Structure
As of 22, April 2020





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

| | | |
|-----------------------------|---|-------------------------------|
| In re: | § | |
| | § | Chapter 11 |
| SPEEDCAST NORWAY AS, | § | |
| | § | Case No. 19-____ (___) |
| Debtor. | § | |
| | § | |
| | § | |

LIST OF EQUITY HOLDERS

Pursuant to Rule 1007 of the Federal Rules of Bankruptcy Procedure, the following identifies all holders having an equity ownership interest, in the above- captioned debtor in possession.

| Name and Last Known Address of Equity Interest Holder | Kind/Class of Interest | Number of Interests Held |
|---|------------------------|--------------------------|
| SpeedCast UK Holdings Limited First Floor Templeback, 10 Temple Back Bristol, BS1 6FL, United Kingdom | Shares | 100.0% |

Fill in this information to identify the case and this filing:

Debtor name: SpeedCast Norway AS
 United States Bankruptcy Court for the: Southern District of Texas
(State)
 Case number (If known): _____

Official Form 202Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING – Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- Schedule A/B: Assets—Real and Personal Property* (Official Form 206A/B)
- Schedule D: Creditors Who Have Claims Secured by Property* (Official Form 206D)
- Schedule E/F: Creditors Who Have Unsecured Claims* (Official Form 206E/F)
- Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G)
- Schedule H: Codebtors* (Official Form 206H)
- Summary of Assets and Liabilities for Non-Individuals* (Official Form 206Sum)
- Amended Schedule* _____
- Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders* (Official Form 204)
- Other document that requires a declaration* Consolidated Corporate Ownership Statement and List of Equity Holders

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

Executed on 04/ 23 / 2020
 MM / DD / YYYY

x

/s/ Michael Healy
 Signature of individual signing on behalf of debtor

Michael Healy
 Printed name

Chief Restructuring Officer
 Position or relationship to debtor