### 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.<sup>1</sup> § (Jointly Administered)

> **SCHEDULES OF ASSETS AND LIABILITIES FOR** CAPROCK COMMUNICATIONS (AUSTRALIA) PTY LTD (CASE NO. 20-32267)

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.



## GLOBAL NOTES AND STATEMENTS OF LIMITATIONS, METHODOLOGY, AND DISCLAIMERS REGARDING DEBTORS' SCHEDULES AND STATEMENTS

#### General

These global notes and statements of limitations, methodology, and disclaimers regarding the Debtors' Schedules of Assets and Liabilities and Statements of Financial Affairs (collectively, the "Global Notes") pertain to, are incorporated by reference in, and comprise an integral part of all of the Schedules and Statements. The Global Notes are in addition to the specific notes set forth below with respect to particular Schedules and Statements. These Global Notes should be referred to, and referenced in connection with, any review of the Schedules and Statements. In the event that the Schedules and Statements differ from the Global Notes, the Global Notes shall control.

The Schedules of Assets and Liabilities (collectively, the "Schedules") and the Statements of Financial Affairs (collectively, the "Statements" and, together with the Schedules, the "Schedules and Statements") filed by SpeedCast International Limited and its affiliates as debtors and debtors in possession (collectively, the "Debtors") in these jointly administered chapter 11 cases pending in the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") were prepared pursuant to section 521 of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") and Rule 1007 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") by management of the Debtors, with the assistance of the Debtors' advisors, and are unaudited.

While the Debtors' management has made every reasonable effort to ensure that the Schedules and Statements are as accurate and complete as possible under the circumstances, based on information that was available to it at the time of preparation, subsequent information, or discovery may result in material changes to the Schedules and Statements, and inadvertent errors or omissions may have occurred. As the Schedules and Statements contain unaudited information, which is subject to further review, verification, and potential adjustment, there can be no assurance that the Schedules and Statements are complete. The Debtors reserve all rights to amend the Schedules and Statements from time to time, in all respects, as may be necessary or appropriate, including, but not limited to, the right to dispute or otherwise assert offsets or defenses to any claim reflected in the Schedules and Statements as to amount, liability, or classification, or to otherwise subsequently designate any claim as "disputed," "contingent," or "unliquidated." Furthermore, nothing contained in the Schedules and Statements shall constitute a waiver of rights with respect to these chapter 11 cases, including, but not limited to, issues involving substantive consolidation, equitable subordination and/or causes of action arising under the provisions of chapter 5 of the Bankruptcy Code and other relevant non-bankruptcy laws to recover assets or avoid transfers.

The Schedules and Statements have been signed by Peter Myers, the Chief Financial Officer of SpeedCast International Limited and authorized representative of all the Debtors. In reviewing and signing the Schedules and Statements, Mr. Myers necessarily relied upon the efforts, statements, and representations of the Debtors' other personnel and professionals. Mr. Myers has not (and could not have) personally verified the accuracy of each such statement and representation, including, for example, statements, and representations concerning amounts owed to creditors, classification of such amounts, and their addresses. The Debtors' management team and advisors have made reasonable efforts to ensure that the Schedules and Statements are as accurate and complete as possible under the circumstances; however, subsequent information or discovery may result in material changes to the Schedules or Statements and inadvertent errors, omissions, or inaccuracies may exist. Notwithstanding

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any such discovery, new information, or errors or omissions, the Debtors do not undertake any obligation or commitment to update the Schedules and Statements.

In preparing the Schedules and Statements, the Debtors relied on financial data derived from their books and records that was available at the time of preparation. The Debtors' accounting systems were primarily designed and used to manage their daily operations with a secondary focus on the creation of consolidated and consolidating financial statements. As such, certain assets, liabilities, or cash payments may, in limited circumstances, have been reported on one legal entity in the Schedules and Statements, while the beneficiary of the transaction may have been another Debtor or non-debtor, as applicable.

#### **Description of the Cases**

On April 23, 2020 (the "<u>Petition Date</u>"), the Debtors filed voluntary petitions for relief under the Bankruptcy Code in the Bankruptcy Court. The chapter 11 cases have been consolidated for the purpose of joint administration under the case caption *In re SpeedCast International* Limited, *et al.*, Ch. 11 Case No. 20-32243 (MI). The Debtors continue to operate their business and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. Each Debtor's fiscal year ends on December 31<sup>st</sup>. All asset information, except where otherwise noted, is as of March 31, 2020. All liability information, except where otherwise noted, is as of the close of business on April 22, 2020. All bank account cash balances are as of the Petition Date.

#### **Basis of Presentation**

For financial reporting purposes, prior to the Petition Date, the Debtors prepared consolidated financial statements which include financial information for the Debtors and certain non-debtor affiliates. SpeedCast International Limited would prepare consolidated financial statements in compliance with Australian Accounting Standards and Interpretations issued by the Australian Accounting Standards Board and the Corporations Act 2001, and International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board.

The Schedules and Statements are unaudited and reflect the Debtors' reasonable efforts to report certain financial information of each Debtor on a stand-alone, unconsolidated basis. The Schedules and Statements do not purport to represent financial statements prepared in accordance with Australian Accounting Standards or IFRS nor are they intended to be fully reconciled with the financial statements of each Debtor. Unlike the consolidated financial statements, the Schedules and Statements reflect the assets and liabilities of each separate Debtor, except where otherwise indicated. Information contained in the Schedules and Statements has been derived from the Debtors' books and records and historical financial statements.

Combining the assets and liabilities set forth in the Schedules and Statements of the Debtors would result in amounts that could be substantially different from financial information regarding SpeedCast International Limited and its subsidiaries that would be prepared on a consolidated basis under the various account standards previously described.

The Debtors have attempted to attribute the assets and liabilities, certain required financial information, and various cash disbursements to the proper Debtor entity. However, because the Debtors' accounting

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systems, policies, and practices were developed for consolidated reporting purposes, rather than by individual legal entity, it is possible that not all assets, liabilities or amounts of cash disbursements have been recorded with the correct legal entity on the Schedules and Statements. Accordingly, the Debtors reserve all rights to supplement and/or amend the Schedules and Statements in this regard.

The Schedules and Statements contain unaudited information that is subject to further review and potential adjustment and reflects the Debtors' reasonable efforts to report the assets and liabilities of each Debtor on an unconsolidated basis.

Given, among other things, the uncertainty surrounding the valuation of certain assets and the valuation and nature of certain liabilities, a Debtor may report more assets than liabilities. Such report shall not constitute an admission that such Debtor was solvent on the Petition Date or at any time before or after the Petition Date. Likewise, a Debtor reporting more liabilities than assets shall not constitute an admission that such Debtor was insolvent on the Petition Date or any time prior to or after the Petition Date. The fair market value of real and personal property may vary materially from the net book value presented herein.

#### **Amendment**

Reasonable efforts have been made to prepare and file complete and accurate Schedules and Statements; however, inadvertent errors or omissions may exist. The Debtors reserve all rights to amend and/or supplement the Schedules and Statements from time to time as is necessary and appropriate.

#### **Current Market Value and Net Book Value**

In many instances, current market valuations are neither maintained by nor readily ascertainable by the Debtors. The Debtors do not believe it would be an efficient use of estate assets to obtain current market valuations of the Debtors' property interests that are not maintained or readily ascertainable. Accordingly, unless otherwise indicated, the Schedules and Statements reflect the net book values as of March 31, 2020, rather than current market values of the Debtors' assets as of March 31, 2020, and may not reflect the net realizable value. For this reason, amounts realized may vary, potentially materially, from net book value. Additionally, the amount of certain assets and liabilities may be "undetermined," and, thus, ultimate assets and liabilities may differ materially from those stated in the Schedules and Statements. Accordingly, the Debtors reserve all of their rights to amend or adjust the value of each asset set forth herein.

#### **Confidential or Sensitive Information**

There may be instances in which certain information in the Schedules and Statements has been redacted due to the nature of an agreement between a Debtor and a third party, concerns about the confidential or commercially sensitive nature of certain information, or concerns for the privacy of an individual. Any alterations will be limited to only what is necessary to protect the Debtor or third party and will provide interested parties with sufficient information to discern the nature of the listing.

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#### **Specific Notes**

These Global Notes are in addition to the specific notes set forth in the Schedules and Statements of the individual Debtor entities. The fact that the Debtors have prepared a Global Note with respect to a particular Schedule or Statement and not as to others does not reflect and should not be interpreted as a decision by the Debtors to exclude the applicability of such Global Note to any or all of the Debtors' remaining Schedules or Statements, as appropriate. Disclosure of information in one Schedule, one Statement, or an exhibit or attachment to a Schedule or Statement, even if incorrectly placed, shall be deemed to be disclosed in the correct Schedule, Statement, exhibit, or attachment.

#### **Intercompany Claims and Transfers**

In the ordinary course of business, the Debtors and certain non-debtor affiliates engage in intercompany transactions ("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 Transaction, without settlement, an intercompany claim (an "Intercompany Claim") arises in favor of such entity. The Debtors track all Intercompany Transactions in their accounting system, which concurrently are recorded on the applicable Debtor's balance sheets.

Receivables and payables among the Debtors in these cases (each an "Intercompany Receivable" or "Intercompany Payable") are reported in the Schedules based upon the gross intercompany balances. To the extent that a Debtor owes an Intercompany Payable, it is reported on Schedule F as a liability of such Debtor. To the extent a Debtor has an Intercompany Receivable, it is reported on Schedule B as an asset of such Debtor.

Intercompany balances arise from several types of transactions, including accounts payable transfers, interest expense allocations, equipment transfers, and intercompany loan transfers, among others. In addition, the Debtors' books and records carry historical intercompany balances that arose from prior mergers and acquisitions. The balances listed on each Debtor's Schedules reflects the amounts recorded on its respective balance sheet as of April 30, 2020. It would be unduly burdensome and require significant resources for the Debtors to prepare intercompany balances as of the Petition Date. Approximately \$700K of Intercompany Payables have not been allocated to specific Debtors. In the ordinary course of business, the Debtors eliminate in consolidation intercompany balances on a semi-annual basis to comply with its financial statement reporting requirements. The Debtors are continuing to reconcile their intercompany balances and, as such, the balances shown on the Schedules are subject to change.

While the Debtors have used reasonable efforts to ensure that the proper intercompany balances are attributed to each legal entity, the Debtors reserve all of their rights with respect to the intercompany balances listed in the analysis, including, but not limited to, the appropriate characterization of such intercompany balances and the amounts of such balances, which are still being identified by the Debtors. The Debtors have not made any attempt to analyze the nature or composition of these intercompany balances.

The Debtors have listed all Intercompany Payables as unsecured nonpriority claims on Schedule F for each applicable Debtor, but reserve their rights, except as otherwise may be agreed to pursuant to a

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stipulation filed with the Bankruptcy Court, to later change the characterization, classification, categorization, or designation of such claims, including by designating all or any portion of the amounts listed as secured.

Additional information about the Debtors' intercompany transactions and related protocols is contained in the Cash Management Motion.

#### Liabilities

The Debtors have sought to allocate liabilities between the prepetition and postpetition periods based on the information and research that was conducted in connection with the preparation of the Schedules and Statements. As additional information becomes available and further research is conducted, the allocation of liabilities between prepetition and postpetition periods may change. The Debtors reserve the right to amend the Schedules and Statements as they deem appropriate in this regard.

#### **Excluded Assets and Liabilities**

The Debtors have excluded certain categories of assets, tax accruals, and liabilities from the Schedules and Statements, including employee benefit accruals, accrued accounts payable, and deferred gains. The Debtors also have excluded rejection damage claims of counterparties to executory contracts and unexpired leases that have been or may be rejected, to the extent such damage claims may exist. In addition, certain immaterial assets and liabilities may have been excluded. Pursuant to certain Bankruptcy Court orders, the Debtors have been granted authority to pay certain prepetition obligations to, among others, employees and taxing authorities. Accordingly, these liabilities may have been or may be satisfied in accordance with such orders and therefore may not be listed in the Schedules and Statements.

#### **Payments**

The Debtors' asset and liability balances are impacted by the Debtors' cash management system as it is designed to (i) collect funds and pay financial obligations on an entity-by-entity basis and (ii) permit the Company to transfer excess cash between bank accounts on an as needed basis. In limited circumstances, however, an entity may make payments on behalf of another. Certain payments in the Schedules and Statements may have been made prepetition by one entity on behalf of another entity. The Debtors' intercompany accounts reflect the net position of both the receipts and disbursements received or made on behalf of other Debtors. For additional information about the Debtors' intercompany transactions and related protocols, see *Emergency Motion of Debtors for Interim and Final Orders (I) Authorizing Debtors to Continue Use of Their Existing Cash Management System, Including (A) Maintain Existing Bank Accounts, (B) Continue Intercompany Transactions, (C) Continue to Pay Bank Fees, (D) Continue Using Credit Cards; (II) Granting a Waiver of the Requirements of 11 U.S.C. § 345(b); and (III) Granting Related Relief [Docket No. 11] (the "Cash Management Motion").* 

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#### Insiders

The Debtors have attempted to include all payments made by a Debtor over the 12 months preceding the Petition Date to any creditor deemed an "insider." For the purposes of the Schedules and Statements, the Debtors defined "insiders" as such term is defined in section 101(31) of the Bankruptcy Code. The listing of a creditor as an "insider," however, is not intended to be nor should be construed as a legal characterization of such creditor as an insider and does not act as an admission of any fact, claim, right, or defense, and all such rights, claims, and defenses are hereby expressly reserved. Persons listed as insiders have been included for informational purposes only and the inclusion of them in the Schedules and Statements shall not constitute an admission that such persons are insiders for purposes of section 101(31) of the Bankruptcy Code. The Debtors do not take any position with respect to (i) such individual's influence over the control of the Debtors; (ii) the management responsibilities or functions of such individual; (iii) the decision making or corporate authority of such individual; or (iv) whether such individual could successfully argue that he or she is not an insider under applicable law, including, without limitation, federal securities laws, or with respect to any theories of liability or for any other purpose. As such, the Debtors reserve all rights to dispute whether someone identified is in fact an "insider" as defined in section 101(31) of the Bankruptcy Code.

#### **Intellectual Property Rights**

Exclusion of certain intellectual property shall not be construed to be an admission that such intellectual property rights have been abandoned, have been terminated, or otherwise have expired by their terms, or have been assigned or otherwise transferred pursuant to a sale, acquisition, or other transaction. Conversely, inclusion of certain intellectual property shall not be construed to be an admission that such intellectual property rights have not been abandoned, have not been terminated, or otherwise have not expired by their terms, or have not been assigned or otherwise transferred pursuant to a sale, acquisition, or other transaction. Accordingly, the Debtors reserve all of their rights with respect to the legal status of any and all intellectual property rights.

#### **Causes of Action**

Despite their reasonable efforts to identify all known assets, the Debtors may not have listed all of their causes of action or potential causes of action against third parties as assets in their Schedules and Statements, including, but not limited to, avoidance actions arising under chapter 5 of the Bankruptcy Code and actions under other relevant non-bankruptcy laws to recover assets. The Debtors reserve all of their rights with respect to any claims, causes of action, or avoidance actions they may have, and neither these Global Notes nor the Schedules and Statements shall be deemed a waiver of any such claims, causes of actions, or avoidance actions or in any way prejudice or impair the assertion of such claims.

In addition to certain contingent claims and causes of action against various parties, the Debtors may also possess contingent and unliquidated claims against affiliated entities for various financial accommodations and similar benefits they have extended from time to time, including contingent and unliquidated claims for contribution, reimbursement and/or indemnification arising from, among other things, (i) letters of credit, (ii) notes payable and receivable, (iii) surety bonds, (iv) guaranties, (v)indemnities, and (vi) warranties.

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#### **Claim Description**

Any failure to designate a claim in the Schedules and Statements as "contingent," "unliquidated," or "disputed" does not constitute an admission by the Debtors that such claim or amount is not "contingent," "unliquidated," or "disputed." The Debtors reserve all of their rights to dispute, or to assert offsets or defenses to, any claim reflected on their Schedules or Statements on any grounds, including, but not limited to, amount, liability, priority, status, or classification, or to otherwise subsequently designate any claim as "contingent," "unliquidated," or "disputed." Moreover, the Debtors reserve all of their rights to amend their Schedules and Statements as necessary and appropriate, including, but not limited to, with respect to claim description and designation.

#### **Unliquidated Claim Amounts**

Claim amounts that could not be readily quantified by the Debtors are scheduled as "unliquidated."

#### **Zero Dollar Amounts**

Amounts listed as zero are either \$0, unliquidated, or undetermined.

#### **Undetermined Amounts**

The description of an amount as "undetermined" is not intended to reflect upon the materiality of such amount.

#### Recharacterization

The Debtors have made reasonable efforts to correctly characterize, classify, categorize, and designate the claims, assets, executory contracts, unexpired leases, and other items reported in the Schedules and Statements. However, due to the complexity and size of the Debtors' business, the Debtors may have improperly characterized, classified, categorized, or designated certain items. The Debtors thus reserve all of their rights to recharacterize, reclassify, recategorize, or redesignate items reported in the Schedules and Statements at a later time as necessary or appropriate as additional information becomes available.

#### **Totals**

All totals that are included in the Schedules and Statements represent totals of all the known amounts included in the Schedules and Statements.

#### **Estimates**

To prepare and file the Schedules on or around the Petition Date, management was required to make certain estimates and assumptions that affected the reported amounts of these assets and liabilities.

#### **Currency**

Unless otherwise indicated, all amounts are reflected in U.S. dollars.

#### Setoffs

The Debtors have not offset amounts listed on Schedules B, D, E, or F. Nonetheless, some amounts listed may have been affected by setoffs by third parties of which the Debtors are not yet aware. The Debtors reserve all rights to challenge any setoff and/or recoupment rights which may be asserted.

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#### **Guaranties and Other Secondary Liability Claims**

The Debtors have made reasonable efforts to locate and identify guaranties and other secondary liability claims (collectively, "Guaranties") in each of the executory contracts, unexpired leases, secured financings, debt instruments, and other such agreements to which any Debtor is a party. Where Guaranties have been identified, they have been included in the relevant Schedule for the Debtor or Debtors affected by such Guaranties. It is possible that certain Guaranties embedded in the Debtors' executory contracts, unexpired leases, secured financings, debt instruments and other such agreements may have been inadvertently omitted. The Debtors reserve their rights to amend the Schedules to the extent additional Guaranties are identified or such Guaranties are discovered to have expired or be unenforceable. In addition, the Debtors reserve the right to amend the Schedules and SOFAs and to recharacterize or reclassify any such contract or claim, whether by amending the Schedules and SOFAs or in another appropriate filing. Additionally, failure to list any Guaranties in the Schedules and SOFAs, including in any future amendments to the Schedules and SOFAs, shall not affect the enforceability of any Guaranties not listed.

#### **Claims of Third-Party Related Entities**

While the Debtors have made every effort to properly classify each claim listed in the Schedules as being either disputed or undisputed, liquidated or unliquidated, and contingent or noncontingent, the Debtors have not been able to reconcile all payments made to certain third parties and their related entities on account of the Debtors' obligations to same.

#### **Umbrella or Master Service Agreements**

Contracts listed in the Schedules and Statements may be umbrella or master service agreements that cover relationships with some or all of the Debtors. Where relevant, such agreements have been listed in the Schedules and Statements only of the Debtor that signed the original umbrella or master agreement. These master service agreements have been listed in Schedule G, but do not reflect any decision by the Debtor as to whether or not such agreements are executory in nature.

#### SCHEDULE SPECIFIC NOTES

For financial reporting purposes, prior to the Petition Date, the Debtors and certain non-Debtor affiliates ordinarily prepared consolidated financial statements that were audited annually. In addition, SpeedCast in the past has been subject to semi-annual external reporting requirements in accordance with Australian Corporations Law. Unlike the consolidated financial statements, the Schedules reflect the assets and liabilities of each Debtor on a nonconsolidated basis, except where otherwise indicated. Accordingly, the totals listed in the Schedules will likely differ, at times materially, from the consolidated financial reports prepared by the Debtors for financial reporting purposes or otherwise.

The Schedules do not purport to represent financial statements prepared in accordance with Australian Accounting Standards or IFRS, nor are they intended to be fully reconciled with the financial statements of each Debtor. Book values of assets prepared in accordance with the Company's various reporting standards generally do not reflect the current performance of the assets or the impact of the industry environment and may differ materially from the actual value and/or performance of the underlying assets. As such, the value listed in these Schedules and Statements cannot be, and was not, used to determine the enterprise valuation.

#### Schedule A/B

**Part 2**: Certain prepaid or amortized assets are listed in Part 2 in accordance with the Debtors' books and records. The amounts listed in Part 2 do not necessarily reflect assets that the Debtors will be able to collect or realize. The amounts listed in Part 2 include, among other things, prepaid rent, prepaid IT maintenance and prepaid employee benefits.

The Debtors have numerous deposits with utility companies serving certain geographies with multiple facilities. The carrying value of the deposits, as reflected in each of the Debtors' records, are listed in Part 2.

The Debtors also maintain security deposits in connection with the Debtors' non-residential real property leases. These deposits are included in the Schedules for the appropriate legal entity.

Prepaid expenses primarily consist of cash in advance amounts paid to numerous vendors in connection with the Debtors' operations.

**Part 3: Accounts Receivable.** The Debtors' accounts receivable information includes receivables from the Debtors' customers, vendors, or third parties, which are calculated net of any doubtful debt provision that is calculated based on amounts that are difficult to collect from parties due to the passage of time or other circumstances. The accounts receivable balances in this section exclude intercompany receivables.

**Part 4: Investments.** Ownership interests in subsidiaries and affiliates primarily arise from common stock ownership or member or partnership interests. Any of the Debtors' ownership interests in subsidiaries, partnerships, and joint ventures are listed in Schedule A/B, Part 4 as undetermined amounts because the fair market value of such interests is dependent on numerous variables and factors and may differ significantly from the net book value.

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Part 5: Amounts presented as inventory receipts within twenty days of the Petition Date have not been reduced to reflect inventory received under cash in advance payment or payments made postpetition under certain First Day Orders. The amounts listed in Part 5 should not be interpreted as an estimate of outstanding section 503(b)(9) balances. Not all Debtors do physical inventory counts due to the nature of the business and the disparity of holdings, globally.

Part 7: Office furniture, fixtures, and equipment; and collectibles / Part 8: Machinery, equipment, and vehicles. Personal property owned by any of the Debtors is listed in the Schedule A/B for that individual Debtor. To the extent that the Debtors have not been able to identify the actual physical location of certain personal property, the Debtors have reported the address of that individual Debtor's principal place of business. Dollar amounts are presented net of accumulated depreciation and other adjustments.

Part 9: Real Property. The Debtors are continuing their review of all relevant documents and reserve the right to amend all Schedules as necessary, or otherwise recharacterize their interests in such real property at a later date. Further, due to the volume of the Debtors' property holdings, the Debtors may have listed certain assets as real property when such holdings are, in fact, in the nature of personal property holdings or executory contracts, or the Debtors may have listed certain assets as personal property assets when such holdings are, in fact, real property holdings. The Debtors reserve all of their rights, but shall not be required, to recategorize and/or recharacterize such asset holdings at a later time to the extent that the Debtors determine that such holdings were improperly listed. The Debtors' failure to list any rights in real property on Schedule A/B should not be construed as a waiver of any such rights that may exist, whether known or unknown at this time.

#### Part 10: Intangibles and intellectual property.

Balances in Part 10 are as of December 31, 2019.

#### 1.1 Intangible assets

Intangible assets have been identified by the Group in the form of customer relationships, supplier contracts, trademarks and brand names, research and development and software.

Intangible assets acquired in a business combination are recognized at fair value at the acquisition date. They have a finite useful life and are carried at cost less accumulated amortization.

Development costs that are directly attributable to the design and testing of identifiable and unique products controlled by the Group are recognized as intangible assets when the following criteria are met:

- it is technically feasible to complete the project;
- management intends to complete the project and either use or sell it;
- there is an ability to use or sell the asset;

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- it can be demonstrated how the asset will generate probable future economic benefit;
- adequate technical, financial and other resources to complete the development and to use or sell the software are available; and
- the expenditure attributable to the asset during its development can be reliably measured.

Directly attributable costs that are capitalized as part of the asset include employee costs and an appropriate portion of relevant overheads.

Research costs are expenses as incurred unless they are acquired through a business combination. Costs associated with maintaining intangible assets are recognized as an expense as incurred.

Amortization is calculated using the straight-line method over the expected life of the assets, as follows:

• Customer relationships 4 to 5 years

• Supplier contracts 5 years

• Trademarks and Brand names 4 to 20 years

• Software 1 to 7 years

Research and Development
 6 years

#### 1.2 Goodwill

Goodwill arises on the acquisition of a business and represents the excess of the consideration transferred over the Group's interest in the net fair value of the identifiable assets, liabilities and contingent liabilities of the acquiree and the value of the non-controlling interest in the acquiree.

For the purpose of impairment testing, goodwill is allocated to cash-generating units or groups of cash-generating units that are expected to benefit from a business combination upon which goodwill arose. Each cash-generating unit or groups of units to which the goodwill is allocated represents the lowest level within the Group at which the goodwill is monitored for internal management purposes, being the operating segments.

Goodwill impairment reviews are undertaken annually or more frequently if events or changes in circumstances indicate a potential impairment. The carrying value of cash-generating units are compared to their recoverable amount, which is the higher of value in use and the fair value less costs to sell. Any impairment is taken first to goodwill and is recognized immediately as an expense and is not subsequently reversed.

#### 2. Other comments

2.1 As stated under 1.1 above, intangible assets are typically capitalized in context with business combinations following a detailed assessments of fair values as part of the acquisition accounting process. The recognition of the resulting assets is not always performed on entity level where the assessment applies to the acquired operations for a group of entities overall. For the purpose of this

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Part 10 some judgement had to be applied in allocating certain assets that were recognized on Group level to relevant entities of the Debtors Group.

- 2.2 In the past, Speedcast has been subject to semi-annual external reporting requirements under Australian Corporation Law. While proper guidelines and accounting procedures is followed for internal reporting requirements in the months in between the closing process does not in all respects compare with the hard close under the semi-annual procedures. As such, the information provided represents 31 December 2019 for both net book values and current values.
- 2.3 Intangibles resulting from business combinations are typically assessed for initial recognition by applying the following valuation methodologies:
  - Customer relationships
  - Supplier contracts
  - Trademarks and Brand names
  - Software
  - Research and Development

Exclusion of certain intellectual property shall not be construed as an admission that such intellectual property rights have been abandoned, terminated, assigned, expired by their terms, or otherwise transferred pursuant to a sale, acquisition, or other transaction.

**Part 11: All other assets.** In the ordinary course of business, the Debtors may have accrued, or may subsequently accrue, certain rights to counterclaims, crossclaims, setoffs, refunds with their customers and suppliers, and potential warranty claims against their suppliers, among other claims. Additionally, certain of the Debtors may be party to pending litigation in which the Debtors have asserted, or may assert, claims as plaintiffs, or counter-claims and/or cross-claims as defendants.

Additional information regarding the Debtors' "Causes of Action" are set forth in the Global Notes above.

#### **Schedule D**

The claims listed on Schedule D, as well as the guarantees of those claims listed on Schedule H, arose and were incurred on various dates. To the best of the Debtors' knowledge, all claims listed on Schedule D arose, or were incurred before the Petition Date.

The Debtors have not listed on Schedule D any parties whose claims may be secured through rights of setoff, deposits, or advance payments posted by, or on behalf of, the Debtors, or judgment or statutory lien rights. Various Debtors are borrowers, and certain of the other Debtors are guarantors, under prepetition secured funded debt obligations. Although there are numerous beneficial holders of such debt, only the administrative agents have been listed for purposes of Schedule D. The amounts under the Debtors' prepetition secured debt reflect approximate amounts as of the Petition Date.

#### SCHEDULE SPECIFIC NOTES

Except as otherwise agreed pursuant to a stipulation, agreed order, or general order entered by the Bankruptcy Court, the Debtors reserve their rights to dispute or challenge the extent, validity, priority, perfection, or immunity from avoidance of any lien purported to be granted or perfected in any specific asset to a creditor listed on Schedule D of any Debtor. Moreover, although the Debtors may have scheduled claims of various creditors as secured claims, the Debtors reserve all rights to dispute or challenge the secured nature of any such creditor's claim or the characterization of the structure of any such transaction or any document or instrument (including, without limitation, any intercreditor or intercompany agreement related to such creditor's claim. In certain instances, a Debtor may be a co-obligor, co-mortgagor, or guarantor with respect to scheduled claims of other Debtors, and no claim set forth on Schedule D of any Debtor is intended to acknowledge claims of creditors that are otherwise satisfied or discharged by other entities.

Certain of the Debtors' agreements listed on Schedule G may be in the nature of conditional sales agreements or secured financing agreements. No attempt has been made to identify such agreements for purposes of Schedule D. However, the Debtors reserve all of their rights to amend Schedule D in the future to the extent the Debtors determine that any claims associated with such agreements are properly reported on Schedule D. The Debtors reserve all of their rights, claims, and causes of action with respect to claims associated with any contracts and agreements listed in Schedule G, including the right to dispute or challenge the characterization of the structure of any transaction, document, or instrument related to a creditor's claim, including to argue that an agreement listed in Schedule G may be treated as a secured financing agreement, rather than an executory contract or unexpired lease.

Except as specifically stated herein, real property lessors, equipment lessors, utility companies, and other parties which may hold security deposits or other security interests have not been listed on Schedule D. The Debtors have not investigated which of the claims may include such rights, and their population is currently unknown.

Nothing herein shall be construed as an admission by the Debtors of the legal rights of the claimant or a waiver of the Debtors' rights to recharacterize or reclassify such claim or contract. Some of the Debtors' creditors may have filed mechanic or materialman's liens following the commencement of the Debtors' chapter 11 cases. Some liens may, by virtue of section 546(b of the Bankruptcy Code and applicable law, relate back to the period prior to the Petition Date. Any such liens that have been filed after the Petition Date may not be listed on Schedule D. Descriptions provided on Schedule D are intended only to be a summary. Reference to the applicable loan agreements and related documents is necessary for a complete description of the collateral and the nature, extent, and priority of any liens. Nothing in the Global Notes or the Schedules and Statements shall be deemed a modification or interpretation of the terms of such agreements.

#### Schedule E/F, Creditors Holding Unsecured Priority Claims (Part 1

The claims listed in Schedule E/F arose or were incurred on various dates. In certain instances, the date on which a claim arose is an open issue of fact. Although commercially reasonable efforts have been made to identify the date of incurrence of each claim, determining the date upon which each claim in

#### SCHEDULE SPECIFIC NOTES

Schedule E/F was incurred or arose would be an inefficient use of estate assets and, therefore, the Debtors do not list a date for each claim listed on Schedule E/F. To the best of the Debtors' knowledge, all claims listed on Part 1 arose or were incurred before the Petition Date.

Certain of the Claims of state and local taxing authorities set forth in Schedule E/F, ultimately may be deemed to be secured Claims pursuant to state or local laws. In addition, certain of the Claims owing to various taxing authorities to which the Debtors may be liable may be subject to ongoing audits. The Debtors reserve all of their rights to dispute or challenge whether Claims owing to various taxing authorities are entitled to priority. The listing of any claim on Schedule E/F does not constitute an admission by the Debtors that such claim is entitled to priority treatment under section 507 of the Bankruptcy Code. The Debtors reserve all of their rights to dispute the amount and/or the priority tatus of any claim on any basis at any time.

The Bankruptcy Court granted authority to the Debtors to pay certain obligations related to employee wages and benefits [Docket No. 115] and taxes [Docket No. 54]. Accordingly, the Debtors have paid many of these obligations, and intend to make additional payments in the future. To the extent that the Debtors believe a party's prepetition Claim has been or will be satisfied in full in the ordinary course of business pursuant to the First Day Orders, such Claims have not been included on Schedule E/F. Instead, Schedule E/F reflects only those parties' Claims where the Debtors do not have authority to make payment of the prepetition amounts owed, or where the claims are disputed or unliquidated.

#### Schedule E/F, Creditors Holding Unsecured Nonpriority Claims (Part 2

The Debtors have used reasonable best efforts to list all general unsecured claims against the Debtors on Part 2 based upon the Debtors' existing books and records, including, but not limited to, trade creditors, landlords, utility companies, consultants, and other service providers. The Debtors, however, believe the possibility exists that there are instances where creditors have yet to provide proper invoices for prepetition goods or services. As a result of the Debtors' consolidated operations, however, Part 2 for each Debtor should be reviewed in these cases for a complete understanding of the unsecured claims against the Debtors. The amounts listed on Part 2 may not reflect any such right of setoff or recoupment, and the Debtors reserve all rights to assert the same and to dispute and challenge any setoff and/or recoupment rights that may be asserted against the Debtors by a creditor.

The Debtors reserve their right to dispute or challenge the validity, perfection or immunity from avoidance of any lien purported to be perfected by a creditor listed on Schedule E/F of any Debtor. In addition, the Debtors reserve their right to dispute or challenge any priority asserted with respect to any liabilities listed on Schedule E/F.

The Debtors' accounting system tracks vendors using a number and unique name assigned to each vendor. Because many vendors service multiple business areas for the Debtors, there may be instances in which the same vendor has been assigned multiple vendor numbers and variations of the vendor's name. For purposes of Part 2, the Debtors have not aggregated all claims of such vendors with multiple vendor numbers and/or names. Rather, the Debtors have separately listed the claims of such vendors under each vendor number and name and should not be construed as giving rise to duplicate claims to a

#### **SCHEDULE SPECIFIC NOTES**

vendor for the same services or goods delivered to a Debtor. However, instances may exist where not all such claims have been identified and the Debtors may have separately listed potentially duplicative claims of such vendors under multiple vendor numbers.

Part 2 does not include certain deferred credits, deferred charges, deferred liabilities, accruals, or general reserves. Such amounts are general estimates of liabilities and do not represent specific claims as of the Petition Date; however, such amounts are reflected on the Debtors' books and records. Such accruals are general estimates of liabilities and do not represent specific claims as of the Petition Date.

Part 2 does not include certain reserves for potential unliquidated contingencies that historically were carried on the Debtors' books as of the Petition Date; such reserves were for potential liabilities only and do not represent actual liabilities as of the Petition Date.

Part 2 contains information regarding potential and pending litigation involving the Debtors. In certain instances, the Debtor that is the subject of the litigation is unclear or undetermined. To the extent that litigation involving a particular Debtor has been identified, however, such information is contained in the Schedule for that Debtor.

Schedule E/F includes the aggregate net Intercompany Payables that may or may not result in allowed or enforceable claims by or against a given Debtor, and listing these payables is not an admission on the part of the Debtors that the intercompany claims are enforceable or collectible. The Intercompany Payables also may be subject to set off, recoupment, netting, or other adjustments made pursuant to intercompany policies and arrangements not reflected in the Schedules.

Schedule E/F reflects the prepetition amounts owing to counterparties to executory contracts and unexpired leases. Such prepetition amounts, however, may be paid in connection with the assumption, or assumption and assignment, of an executory contract or unexpired lease. In addition, Schedule E/F does not include rejection damage claims of the counterparties to the executory contracts and unexpired leases that have been or may be rejected, to the extent such damage claims exist.

The Bankruptcy Court has authorized the Debtors to pay, in their discretion, certain non-priority unsecured claims pursuant to the First Day Orders. To the extent practical, each Debtor's Schedule E/F is intended to reflect the balance as of the Petition Date, adjusted for post-petition payments made under some or all of the First Day Orders. Each Debtor's Schedule E/F will reflect some of that Debtor's payment of certain claims pursuant to the First Day Orders, and, to the extent an unsecured claim has been paid or may be paid, it is possible such claim is not included on Schedule E/F. Certain Debtors may pay additional claims listed on Schedule E/F during these chapter 11 cases pursuant to the First Day Orders and other orders of the Bankruptcy Court and the Debtors reserve all of their rights to update Schedule E/F to reflect such payments or to modify the claims register to account for the satisfaction of such claims.

#### **SCHEDULE SPECIFIC NOTES**

#### Schedule G, Executory Contracts

The Debtors' business is complex. While the Debtors' existing books, records, and financial systems have been relied upon to identify and schedule executory contracts at each of the Debtors, and although commercially reasonable efforts have been made to ensure the accuracy of Schedule G and the inclusion of all contracts, agreements, and leases on Schedule G, inadvertent errors, omissions, or overinclusion may have occurred. The Debtors do not make, and specifically disclaim, any representation or warranty as to the completeness or accuracy of the information set forth on Schedule G. The Debtors hereby reserve all of their rights to dispute the validity, status, or enforceability of any contract, agreement, or lease set forth in Schedule G, including whether such contract, agreement, or lease is executory, and to amend or supplement Schedule G as necessary. The contracts, agreements, and leases listed on Schedule G may have expired or may have been modified, amended, or supplemented from time to time by various amendments, restatements, waivers, estoppel certificates, letters, memoranda, and other documents, instruments, and agreements that may not be listed therein despite the Debtors' use of reasonable efforts to identify such documents.

The Debtors have approximately 950 employees in jurisdictions around the world. Because of the labor laws in a number of these jurisdictions, the Debtors have employment agreements with a majority of their employees globally. For the purposes of the Schedules and Statements, the Debtors have listed on Schedule G employment agreements with their executives and other U.S. employees with similarly structured employment contracts.

Schedule G may not reflect all intercompany agreements. Further, unless otherwise specified on Schedule G, each executory contract or unexpired lease listed thereon shall include all exhibits, schedules, riders, modifications, declarations, amendments, supplements, attachments, 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 respect to whether such agreement, instrument, or other document is listed thereon.

In some cases, the same supplier or provider appears multiple times in Schedule G. This multiple listing is intended to reflect distinct agreements between the applicable Debtor and such supplier or provider.

Certain of the Agreements listed on Schedule G may have been entered into by or on behalf of more than one of the Debtors. Additionally, the specific Debtor obligor(s to certain of the Agreements could not be specifically ascertained in every circumstance. In such cases, the Debtors have made reasonable efforts to identify the correct Debtor's Schedule G on which to list the Agreement.

In the ordinary course of business, the Debtors may have issued numerous purchase orders for supplies, products, and related items which, to the extent that such purchase orders constitute executory contracts, are not listed individually on Schedule G. To the extent that goods were delivered under purchase orders prior to the Petition Date, vendors' claims with respect to such delivered goods are included on Schedule E/F.

#### SCHEDULE SPECIFIC NOTES

As a general matter, certain of the Debtors' executory contracts and unexpired leases could be included in more than one category. In those instances, one category has been chosen to avoid duplication. Further, the designation of a category is not meant to be wholly inclusive or descriptive of the entirety of the rights or obligations represented by such contract.

The Debtors hereby reserve all of their rights, claims, and causes of action with respect to the contracts and agreements listed on Schedule G, including the right to dispute or challenge the characterization or the structure of any transaction, document, or instrument related to a creditor's claim, to dispute the validity, status, or enforceability of any contract, agreement, or lease set forth in Schedule G, and to amend the schedule as necessary.

#### **Schedule H, Codebtors**

In the ordinary course of their business, the Debtors are involved in pending or threatened litigation and claims arising out of the conduct of their business. Some of these matters may involve multiple plaintiffs and defendants, some or all of whom may assert cross-claims and counterclaims against other parties. To the extent such claims are listed elsewhere in the Schedules of each applicable Debtor, they have not been set forth individually on Schedule H.

The Debtors are party to certain debt agreements which were executed by multiple Debtors and other subsidiaries or affiliates. The obligations of guarantors under prepetition secured credit agreements are noted on Schedule H for each individual Debtor.

The Debtors may not have identified certain guarantees that are embedded in the Debtors' executory contracts, unexpired leases, secured financings, debt instruments, and other such agreements. Further, the Debtors believe that certain of the guarantees reflected on Schedule H may have expired or may no longer be enforceable. Thus, the Debtors reserve their right, but shall not be required, to amend the Schedules to the extent that additional guarantees are identified or such guarantees are discovered to have expired or be unenforceable.

No claim set forth on the Schedules and Statements of any Debtor is intended to acknowledge claims of creditors that are otherwise satisfied or discharged by other Debtors or non-Debtors. To the extent these Notes include notes specific to Schedules D-G, such Notes also apply to the co-Debtors listed in Schedule H. Although the Debtors have made every effort to ensure the accuracy of Schedule H, inadvertent errors, omissions, or inclusions may have occurred. The Debtors hereby reserve all rights to dispute the validity, status, and enforceability of any obligations set forth on Schedule H and to further amend or supplement such Schedule as necessary.

The Debtors further reserve all rights, claims, and causes of action with respect to the obligations listed on Schedule H, including the right to dispute or challenge the characterization or the structure of any transaction, document, or instrument related to a creditor's claim. The listing of a contract, guarantee, or other obligation on Schedule H shall not be deemed an admission that such obligation is binding, valid, or enforceable.

Fill in this information to identify the case:			
Debtor Name: In re : CapRock Communications (Australia) Pty Ltd			
United States Bankruptcy Court for the: Southern District of Texas		П	Check if this is an
Case number (if known): 20-32267 (MI)			amended filing
Official Form 206Sum			
Summary of Assets and Liabilities for No	on-Individuals		12/15
Part 1: Summary of Assets			
1. Schedule A/B: Assets–Real and Personal Property (Official Form 206A/B)			
1a. Real property:	Г		
Copy line 88 from Schedule A/B		\$_	0.00
1b. Total personal property:	Г		
Copy line 91A from Schedule A/B		\$_	7,710,325.66
1c. Total of all property:	Г		
Copy line 92 from Schedule A/B		\$_	7,710,325.66
Part 2: Summary of Liabilities			
2. Schedule D: Creditors Who Have Claims Secured by Property (Official Form	n 206D)		000 070 500 55
Copy the total dollar amount listed in Column A, Amount of claim, from line 3	of Schedule D	\$ _	689,070,529.55
3. Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F	· (		
3a. Total claim amounts of priority unsecured claims:	Г		
Copy the total claims from Part 1 from line 5a of Schedule E/F		\$_	0.00

4. Total liabilities

 $3b. \ \mbox{Total amount of claims of nonpriority amount of unsecured claims:}$ 

Copy the total of the amount of claims from Part 2 from line 5b of Schedule E/F.....

Lines 2 + 3a + 3b .....

3,943,818.66

693,014,348.21

Fill in this information to identify the case:
Debtor Name: In re : CapRock Communications (Australia) Pty Ltd
United States Bankruptcy Court for the: Southern District of Texas
Case number (if known): 20-32267 (MI)

### Official Form 206A/B

### Schedule A/B: Assets - Real and Personal Property

12/15

Disclose all property, real and personal, which the debtor owns or in which the debtor has any other legal, equitable, or future interest. Include all property in which the debtor holds rights and powers exercisable for the debtor's own benefit. Also include assets and properties which have no book value, such as fully depreciated assets or assets that were not capitalized. In Schedule A/B, list any executory contracts or unexpired leases. Also list them on Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G).

Be as complete and accurate as possible. If more space is needed, attach a separate sheet to this form. At the top of any pages added, write the debtor's name and case number (if known). Also identify the form and line number to which the additional information applies. If an additional sheet is attached, include the amounts from the attachment in the total for the pertinent part.

For Part 1 through Part 11, list each asset under the appropriate category or attach separate supporting schedules, such as a fixed asset schedule or depreciation schedule, that gives the details for each asset in a particular category. List each asset only once. In valuing the debtor's interest, do not deduct the value of secured claims. See the instructions to understand the terms used in this form.

1. Does the debtor have any cash or cash e	quivalents?			
☐ No. Go to Part 2.				
Yes. Fill in the information below.				
All cash or cash equivalents owned or	controlled by the debto	r	Current valu	ue of debtor's interes
2. Cash on hand				
2. Cash on hand 2.1 None			\$	
	uncial brokerage accounts  Type of account	s (Identify all)  Last 4 digits of account number	\$	
2.1 None  3. Checking, savings, money market, or final	_	• •	\$\$	28,980.95
None     None  3. Checking, savings, money market, or final Name of institution (bank or brokerage firm)	Type of account	Last 4 digits of account number		28,980.95 28,678.35
None  3. Checking, savings, money market, or final Name of institution (bank or brokerage firm)  3.1 Citibank NA	Type of account  Current	Last 4 digits of account number  3018	\$\$	,

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Debtor: CapRock Communications (Australia) Pty Ltd

Case number (it known): 20-32267

Part 2: Deposits and prepayments

6. Does the debtor have any deposits or prepayments?

No. Go to Part 3.

Yes. Fill in the information below.

Current value of debtor's interest

7. Deposits, including security deposits and utility deposits

Description, including name of holder of deposit

8. Prepayments, including prepayments on executory contracts, leases, insurance, taxes, and rent

9. Total of Part 2.

Add lines 7 through 8. Copy the total to line 81.

Description, including name of holder of prepayment

0.00

Case 20-32243 Document 379 Filed in TXSB on 06/30/20 Page 22 of 48 CapRock Communications (Australia) Pty Ltd Debtor: Name Accounts receivable Part 3: 10. Does the debtor have any accounts receivable?  $\ \square$  No. Go to Part 4.  $\ensuremath{\,\,^{\scalebox{}}}$  Yes. Fill in the information below. Current value of debtor's 11. Accounts receivable Description face amount doubtful or uncollectible accounts 183,763.71 -\$ 11a. 90 days old or less: AR Balance 183,763.71 11b. Over 90 days old: AR Balance 416,981.64 - \$ 353,876.62 63,105.02

12. Total of Part 3.

Current value on lines 11a + 11b = line 12. Copy the total to line 82.

\$ 246,868.73

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Debtor: CapRock Communications (Australia) Pty Ltd

Case number (if known)

-32267

Part 4:	Investments	
	Name	
Debior:	<u>'</u>	 Case Hamber (iii iiii)

13.	Does the debtor own any investments?				
	□ No. Go to Part 5.				
	✓ Yes. Fill in the information below.				
			Valuation method used for current value	Current value of debtor's inte	rest
14.	Mutual funds or publicly traded stocks not included in Part 1				
	Name of fund or stock:				
	14.1 None			\$	
15.	Non-publicly traded stock and interests in incorporated and unincluding any interest in an LLC, partnership, or joint venture	incorporated businesses,			
	Name of entity:	% of ownership:			
	15.1 Harris PNG Ltd	100		_ \$	
16.	Government bonds, corporate bonds, and other negotiable and instruments not included in Part 1	l non-negotiable			
	Describe:				
	16.1 None		_	\$\$	
			r		
17.	Total of Part 4.				
	Add lines 14 through 16. Copy the total to line 83.			\$	0.00

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Debtor: CapRock Communications (Australia) Pty Ltd

Case number (if known).

0-32267

Name

Part 5:	Inventory.	excludina	agriculture	assets
rait J.	,	CACIGGIIIG	agricaitaic	assets

18. Does the debtor own any inventory (excluding agriculture assets)?

	<ul><li>□ No. Go to Part 6.</li><li>☑ Yes. Fill in the information below.</li></ul>				
	General description	Date of the last physical inventory	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
19.	Raw materials  Components and Spare Parts; 19.1 Location: Perth, Australia		\$ 116,282.82	Estimated Replacement Cost	\$ 168,917.82
20.	Work in progress  Antenna and Communications Equipment in Assembly for 20.1 Customer Orders	N/A	\$\$	Average Unit Cost of Inventory	\$\$
21.	Finished goods, including goods held for re-	sale	\$		. \$
22.	Other inventory or supplies  22.1 See Schedule A/B 19		\$		_ \$
23.	<b>Total of Part 5.</b> Add lines 19 through 22. Copy the total to line 8	34.			\$168,917.82_
24.	Is any of the property listed in Part 5 perisha  ☑ No ☐ Yes	ble?		L	
25.	Has any of the property listed in Part 5 been  ☑ No	purchased within 20	days before the bankruptcy wa	s filed?	
	☐ Yes. Description Book value	ue\$	Valuation method	Current value	\$
26.	Has any of the property listed in Part 5 been  ☑ No ☐ Yes	appraised by a profe	ssional within the last year?		

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Debtor: CapRock Communications (Australia) Pty Ltd

Name

27.	Does the debtor own or lease any farming and fishing-related as	ssets (other than titled motor	vehicles and land)?			
☑ No. Go to Part 7.						
	☐ Yes. Fill in the information below.					
	General description	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest		
28.	Crops—either planted or harvested					
		\$		\$		
29.	Farm animals Examples: Livestock, poultry, farm-raised fish	\$		\$\$		
30.	Farm machinery and equipment (Other than titled motor vehicles)	\$		\$		
31.	Farm and fishing supplies, chemicals, and feed	\$	-	_ \$		
32.	Other farming and fishing-related property not already listed in	Part 6		_ \$		
33.	<b>Total of Part 6.</b> Add lines 28 through 32. Copy the total to line 85.			\$		
34.	Is the debtor a member of an agricultural cooperative?  No Yes. Is any of the debtor's property stored at the cooperative?  No Yes					
35.	Has any of the property listed in Part 6 been purchased within 2	20 days before the bankruptcy	was filed?			
	□ No					
	☐ Yes. Description Book value \$	Valuation method	Cur	rent value \$		
36.	Is a depreciation schedule available for any of the property lists	ed in Part 6?				
	□ No					
	□ Yes					
37.	Has any of the property listed in Part 6 been appraised by a prof	fessional within the last year?				
	□ No					
	□ Yes					

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Debtor: CapRock Communications (Australia) Pty Ltd

Case number (if known):

20-32267

Name

Part 7:	Office	furniture,	fixtures,	and	equipment;	and	collectibles
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38.	Does the debtor own or lease any office furniture, fixtures, equipment, or collectibles?					
	□ No. Go to Part 8.					
	☑ Yes. Fill in the information below.					
	General description	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest		
39.	Office furniture					
	39.1 Office Furniture	\$6,806.15	Net Book Value	\$ 6,806.15		
40.	Office fixtures					
	40.1 None	\$	-	\$		
41.	Office equipment, including all computer equipment and communication systems equipment and software					
	41.1 None	\$	-	. \$		
42.	<b>Collectibles</b> <i>Examples:</i> Antiques and figurines; paintings,prints books, pictures, or other art objects; china and crystal; stamp, card collections; other collections, memorabilia, or collectibles					
	42.1 None	\$		\$		
43.	Total of Part 7.					
	Add lines 39 through 42. Copy the total to line 86.					
44.	Is a depreciation schedule available for any of the property	listed in Part 7?				
	□ No					
	☑ Yes					
45.	Has any of the property listed in Part 7 been appraised by a	a professional within the last y	/ear?			
	☑ No					
	□ Yes					

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Debtor: CapRock Communications (Australia) Pty Ltd

Case number (if known):

art	8: Machinery, equipment, and vehicles			
46.	Does the debtor own or lease any machinery, equipment,	or vehicles?		
	□ No. Go to Part 9.			
	✓ Yes. Fill in the information below.			
	General description	Net book value of debtor's interest	Valuation method used	Current value of debtor's interest
	Include year, make, model, and identification numbers (i.e., VIN, HIN, or N-number)	(Where available)	for current value	Current value of desical culticates
47.	Automobiles, vans, trucks, motorcycles, trailers, and titled	farm vehicles		
	47.1 None	\$		\$
48.	Watercraft, trailers, motors, and related accessories Example floating homes, personal watercraft, and fishing vessels  48.1 None	oles: Boats, trailers, motors,		\$
49.	Aircraft and accessories			
	49.1 None	\$		\$
50.	Other machinery, fixtures, and equipment (excluding farm 50.1 Plant & Equipment CC; Location: Australia	machinery and equipment) \$131,704.22	Net Book Value	\$ 131,704.22
	50.2 Plant & Equipment CC	\$ 465,395.58	Net Book Value	\$ 465,395.58
	50.3 Plant & Equipment SC	\$ 9,255.85	Net Book Value	\$ 9,255.85
51.	Total of Part 8.			
	Add lines 47 through 50. Copy the total to line 87.			606,355.65
52.	Is a depreciation schedule available for any of the propert	y listed in Part 8?		
	□ No			
	☑ Yes			
53.	Has any of the property listed in Part 8 been appraised by	a professional within the last	year?	
	☑ No			

☐ Yes

Case 20-32243 Document 379 Filed in TXSB on 06/30/20 Page 28 of 48 CapRock Communications (Australia) Pty Ltd Debtor: Name Part 9: **Real property** Does the debtor own or lease any real property? ☑ No. Go to Part 10.  $\hfill \hfill \hfill$ 55. Any building, other improved real estate, or land which the debtor owns or in which the debtor has an interest **Description and location of property** Net book value of Nature and extent of Valuation method Include street address or other description such as debtor's interest Current value of Assessor Parcel Number (APN), and type of property (for debtor's interest in used for current debtor's interest property value example, acreage, factory, warehouse, apartment or office (Where available) building), if available. 55.1 56. Total of Part 9. Add the current value on lines 55.1 through 55.6 and entries from any additional sheets. Copy the total to line 88. 0.00 \$ 57. Is a depreciation schedule available for any of the property listed in Part 9? □ No

58. Has any of the property listed in Part 9 been appraised by a professional within the last year?

□ Yes

□ Yes

Case 20-32243 Document 379 Filed in TXSB on 06/30/20 Page 29 of 48

Debtor: CapRock Communications (Australia) Pty Ltd

Case number (if known):

N	а	m	

Part 10:	Intangibles	and	intellectual	property
I GIT I OI	iiitaiigibics	uiiu	c.iicotuui	p. opc. ty

59.	Does the debtor have any interests in intangibles or intellectual	property?		
	□ No. Go to Part 11.			
	✓ Yes. Fill in the information below.			
	General description	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
60.	Patents, copyrights, trademarks, and trade secrets			
	60.1 None	\$		\$
61.	Internet domain names and websites			
	61.1 None	\$		\$
62.	Licenses, franchises, and royalties			
	62.1 None	\$		\$
63.	Customer lists, mailing lists, or other compilations		F	
	63.1 Customer lists, mailing lists, or other compilations	\$ 409,962.05	Excess earnings method	\$ 409,962.05
64.	Other intangibles, or intellectual property			
	64.1 Other intangibles, or intellectual property	\$156,620.75	Misc., refer to Global Notes	\$ 156,620.75
65.	Goodwill			
	65.1 None	\$		\$
66.	Total of Part 10.		Г	
	Add lines 60 through 65. Copy the total to line 89.			\$
67	Do your lists or records include personally identifiable informati	ion of customers (as defined in	_  -   2   1   1   1   1   1   1   1   1   1	d 107) <b>?</b>
01.	□ No	ion of oustomers (as defined in	11 0.0.0. 33 101(4171) un	u 107).
	✓ Yes			
68.	Is there an amortization or other similar schedule available for a	ny of the property listed in Par	10?	
	□ No			
	☑ Yes			
69.	Has any of the property listed in Part 10 been appraised by a pro	ofessional within the last year?		
	☑ No			
	□ Yes			

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Debtor: CapRock Communications (Australia) Pty Ltd

Case number (if known):

20-32267

Name

Part 11:	ΑII	other	assets

70.	Include all in	ebtor own any other assets that iterests in executory contracts and to Part 12.			
	✓ Yes. Fil	I in the information below.			
					Current value of debtor's interest
71.	Notes rece	vivable			
	Description	(include name of obligor)	Total face amount	doubtful or uncollectible accounts	
	71.1	None	<b>\$</b>	- \$=	→ \$
72.	Tax refund	s and unused net operating los	ses (NOLs)		
		(for example, federal, state, local)	,		
	•	None	_	Tax year	\$
73.		n insurance policies or annuitie			_
	/3.1	None			\$
74.	Causes of	action against third parties (wh	ether or not a lawsuit		
		None			\$
		Nature of claim			· · · · · · · · · · · · · · · · · · ·
		Amount requested	\$		
			*		
75.	Other cont every natu set off clai	ingent and unliquidated claims re, including counterclaims of t ms	or causes of action of he debtor and rights to		
	75.1	None			\$
		Nature of claim			
		Amount requested	_		
76.	, .	itable or future interests in pro	perty		
	76.1	None			\$
7.	Other prope	erty of any kind not already liste membership	ed Examples: Season tickets,		
	77.1	Intercompany Receivable			\$ 6,057,135.21
7.0	<b>-</b> =			-	
78.	Total of Pa	art 11. 1 through 77. Copy the total to lin	e 90		\$ 6,057,135.21
	. 100 11100 7	sagir i i . copy the total to lill			0,007,100.21
79.	Has any of	the property listed in Part 11 be	en appraised by a profession	onal within the last year?	
	✓ No	1 -1- 7	, p	· · · · · · · · · · · · · · · · · · ·	
	□ Yes				

### Case 20-32243 Document 379 Filed in TXSB on 06/30/20 Page 31 of 48

Debtor:

CapRock Communications (Australia) Pty Ltd

Case number (if known):

)-32267

Name

#### Part 12: Summary

In Part 12 copy all of the totals from the earlier parts of the form.

	Type of property	 t value of al property		Current value of real property											
80.	Cash, cash equivalents, and financial assets. Copy line 5, Part 1.	\$ 57,659.30													
81.	Deposits and prepayments. Copy line 9, Part 2.	\$ 0.00													
82.	Accounts receivable. Copy line 12, Part 3.	\$ 246,868.73													
83.	Investments. Copy line 17, Part 4.	\$ 0.00													
84.	Inventory. Copy line 23, Part 5.	\$ 168,917.82													
85.	Farming and fishing-related assets. Copy line 33, Part 6.	\$ 0.00													
86.	Office furniture, fixtures, and equipment; and collectibles.	\$ 6,806.15													
	Copy line 43, Part 7.														
87.	Machinery, equipment, and vehicles. Copy line 51, Part 8.	\$ 606,355.65													
88.	Real property. Copy line 56, Part 9	 		\$ 0.00											
89.	Intangibles and intellectual property. Copy line 66, Part 10.	\$ 566,582.80													
90.	All other assets. Copy line 78, Part 11.	\$ 6,057,135.21													
91.	Total. Add lines 80 through 90 for each column91a.	\$ 7,710,325.66	<b>+</b> 91b.	\$ 0.00											
92.	Total of all property on Schedule A/B. Lines 91a + 91b = 92	 			\$	7,	7	710	710,	710,3	710,32	710,325	710,325	710,325.	710,325.6

		nformation to ider								
		n re : CapRock Commun								
		Bankruptcy Court for the:	Southern District of Tex	as					Check if the	
Case nu	mber (if	f known): 20-32267 (MI)							amended	filing
Offic	cial I	Form 206D								
Sch	edu	le D: Credit	ors Who H	ave C	Claims	Secured b	y Pro	perty		12/15
Be as o	omple	ete and accurate as	possible.							
	lo. Che	ditors have claims se eck this box and submit I in all of the information	page 1 of this form to		t with debtor's	other schedules. De	ebtor has no	thing else to report on	this form.	
Part 1:	Lis	st Creditors Who Ha	ve Secured Claims							
		betical order all creding the creditor separates the creditor separa		ed claims	s. If a creditor	has more than one		Column A Amount of claim Do not deduct the value of collateral.		n B of collateral that rts this claim
2	.1 Cred	ditor's name		Describe	e debtor's pro	operty that is subje	ect to a lien			
	Cred	dit Suisse AG			ets of Loan Par ated Facility Ag	rties as defined in the greement	е	\$ 591,432,017.5	5 \$	Unknown
	Creditor's Mame  Creditor's mailing address  Credit Suisse AG, Cayman Islands Branch  Notice Name			-	oe the lien Syndicated F	acility Agreement				
	Street	Madison Avenue		-						
					reditor an ins	sider or related part	ty?			
	New	York NY	10010	_ ☑ No □ Yes						
	City	State	ZIP Code	_ 100	•					
	Count	try		ls anyor	ne else liable	on this claim?				
	Cred	ditor's email address,	if known	□ No						
		ncy.loanops@credit-sui	sse.com	_ ✓ Yes	s. Fill out S <i>che</i>	edule H: Codebtors(	Official Forn	n 206H).		
	Date	e debt was incurred	5/16/2018							
	Last num	t 4 digits of account nber	N/A	Check all	e petition filir Il that apply. ontingent	ng date, the claim i	s:			
		multiple creditors have e property?	e an interest in the	_ ☑ Unl	nliquidated sputed					
		No								
	✓	Yes. Have you alread relative priority?	ly specified the							
		☐ No. Specify each creditor, and its re	creditor, including this lative priority.							
		Credit Suisse AG creditors	as agent for all							
		Yes. The relative specified on lines	priority of creditors is	-						
		0.4								

### Case 20-32243 Document 379 Filed in TXSB on 06/30/20 Page 33 of 48

Debtor: CapRock Communications (Australia) Pty Ltd

Case number (if known): 20-32267

Name

Part 1:

Additional Page

	py this pa previous		ore space is needed.	Con	tinue numbering the lines sequentially from	Ame Do r	umn A  bunt of claim  not deduct the e of collateral.		Column B Value of collateral that supports this claim			
	Creditor's name				sscribe debtor's property that is subject to a lie	Unknown						
	ditor's Name			5)	ndicated Facility Agreement	_ \$	40,942,542.00	_ \$	OTIKHOWIT			
Cre	editor's m	ailing addres	SS									
		_	Islands Branch	De	escribe the lien							
Noti	ce Name Madison A	. ,		Re	efer to Syndicated Facility Agreement	_						
				_	the creditor an insider or related party?							
Nev	w York	NY	10010		Yes							
City		State	ZIP Code									
Cou	ntry			ls	anyone else liable on this claim?							
Cre	editor's er	nail address	, if known	□ No								
age	ency.loano	ps@credit-su	isse.com	$\checkmark$	☑ Yes. Fill out Schedule H: Codebtors(Official Form 206H).							
Dat	te debt wa	as incurred	2018-19	_								
	st 4 digits mber	of account	N/A	Ch	of the petition filing date, the claim is: eck all that apply. Contingent							
	multiple one proper		ve an interest in the		Unliquidated							
$\checkmark$		ave you alrea priority?	dy specified the									
			creditor, including this elative priority.									
		dit Suisse AC	as agent for all									
		s. The relative cified on lines	priority of creditors is									

2.1

### Case 20-32243 Document 379 Filed in TXSB on 06/30/20 Page 34 of 48

Debtor: CapRock Communications (Australia) Pty Ltd Case number (if known):

Name

Additional Page Part 1:

	y this page previous pa		re space is needed.	Conti	inue numbering the lines sequentially from	Amo Do n	ounn A  Dunt of claim  not deduct the e of collateral.		B of collateral that ts this claim			
2.3 <b>Cre</b> o	ditor's nam	ie		Des	cribe debtor's property that is subject to a lien	ı						
	dit Suisse A	G			assets of Loan Parties as defined in the ndicated Facility Agreement	\$	56,500,000.00	\$	Unknown			
	itor's Name											
	ditor's mail	_										
		G, Cayman	Islands Branch		scribe the lien							
	e Name ⁄Iadison Ave	nuo		Ref	fer to Syndicated Facility Agreement							
Stree		ilu <del>c</del>		-								
				ls t	he creditor an insider or related party?							
				-	No							
New	/ York	NY	10010	_	Yes							
City		State	ZIP Code		165							
Coun	try			ls a	anyone else liable on this claim?							
Cred	ditor's ema	il address,	if known	□ No								
ager	ncy.loanops	@credit-su	sse.com	✓ Yes. Fill out Schedule H: Codebtors(Official Form 206H).								
Date	e debt was	incurred	2018-19	_								
	t 4 digits of ober	faccount	N/A	Che	As of the petition filing date, the claim is: Check all that apply.							
Do r	multiple cre	editors hav	e an interest in the		Contingent							
	e property			$\checkmark$	Unliquidated							
					Disputed							
	No											
V	Yes. Have relative p		dy specified the									
			creditor, including this lative priority.									
	Credit credit		as agent for all									
		The relative ied on lines	priority of creditors is	-								
	2.1											

### Case 20-32243 Document 379 Filed in TXSB on 06/30/20 Page 35 of 48

Debtor: CapRock Communications (Australia) Pty Ltd

Name

Street

New York

Part 1:

**Additional Page** 

	Copy this page only if more space is needed the previous page.		Column A Amount of claim Do not deduct the value of collateral.		Column B Value of collateral tha supports this claim	
2.4	4 Creditor's name	Describe debtor's property that is subject to a lien	1			
	Credit Suisse AG	All assets of Loan Parties as defined in the Syndicated Facility Agreement	\$	195,970.00	\$	Unknown
	Creditor's Name					
	Creditor's mailing address					
	Credit Suisse AG, Cayman Islands Branch	Describe the lien				
	Notice Name	Refer to Syndicated Facility Agreement				
	15 Madison Avenue		-			

Is the creditor an insider or related party?

City ZIP Code State Is anyone else liable on this claim? Country □ No Creditor's email address, if known agency.loanops@credit-suisse.com ☑ Yes. Fill out Schedule H: Codebtors(Official Form 206H). Date debt was incurred 1/1/2020 As of the petition filing date, the claim is: Last 4 digits of account N/A Check all that apply. number

 $\overline{\mathbf{V}}$ 

Contingent

Unliquidated

Disputed

✓ No

☐ Yes

10010

Do multiple creditors have an interest in the

NY

same property?

- No  $\checkmark$ 
  - Yes. Have you already specified the relative priority?
    - $\square$  No. Specify each creditor, including this creditor, and its relative priority.
    - Credit Suisse AG as agent for all creditors
    - Yes. The relative priority of creditors is specified on lines

2.1

Total of the dollar amounts from Part 1, Column A, including the amounts from the Additional Page, if any.

\$ 689,070,529.55

#### Part 2: List Others to Be Notified for a Debt Already Listed in Part 1

List in alphabetical order any others who must be notified for a debt already listed in Part 1. Examples of entities that may be listed are collection agencies, assignees of claims listed above, and attorneys for secured creditors.

If no others need to be notified for the debts listed in Part 1, do not fill out or submit this page. If additional pages are needed, copy this page.

Name and address			On which line in Part 1 did you enter the related creditor?	Last 4 digits of account number for this entity
			Line	
Name				
Notice Name				
Street				
City	State	ZIP Code		
Country				

Fill in this information to identify the case:			
Debtor Name: In re: CapRock Communications (Australia) Pty Ltd			
United States Bankruptcy Court for the: Southern District of Texas			☐ Check if this is an
Case number (if known): 20-32267 (MI)			amended filing
Official Form 206E/F			
Schedule E/F: Creditors Who Ha	ave Unsecured Claims		12/15
Be as complete and accurate as possible. Use Part 1 fo unsecured claims. List the other party to any executory on Schedule A/B: Assets - Real and Personal Property (Official Form 206G). Number the entries in Parts 1 and the Additional Page of that Part included in this form.	contracts or unexpired leases that could (Official Form 206A/B) and on Schedule (2 in the boxes on the left. If more space	d result in a claim. A	Also list executory contracts acts and Unexpired Leases
1. Do any creditors have priority unsecured claims? (See 11	<u> </u>		
✓ No. Go to Part 2.			
☐ Yes. Go to Line 2.			
List in alphabetical order all creditors who have unsecured 3 creditors with priority unsecured claims, fill out and attach the 2.1 Priority creditor's name and mailing address		Total claim	Priority amount
•	Check all that apply.	· -	
Creditor Name	☐ Contingent		
Creditor's Notice name	Unliquidated		
Creditor's Notice Harrie	☐ Disputed		
Address	Basis for the claim:		
City State ZIP Code	_		
Oily State ZIF CODE	_		
Country			
Date or dates debt was incurred			
Last 4 digits of account number	_	Is the claim subj	ect to offset?
Specify Code subsection of PRIORITY unsecur	ed	□ Yes	

claim: 11 U.S.C. § 507(a) ()

Part 2:

#### **List All Creditors with NONPRIORITY Unsecured Claims**

3.List in alphabetical order all of the creditors with nonpriority unsecured claims. If the debtor has more than 6 creditors with nonpriority unsecured claims, fill out and attach the Additional Page of Part 2.

				Amount of claim	1
	creditor's name a e E/F, Part 2 Attachme	nd mailing address	As of the petition filing date, the claim is: Check all that apply.	\$	3,943,818.66
Creditor Name			☐ Contingent☐ Unliquidated		
Creditor's Notice	e name		☐ Disputed  Basis for the claim:		
Address				-	
City	State	ZIP Code			
Country					
Date or dat	es debt was incurr	ed	Is the claim subject to offset?  ☐ No		
Last 4 digit	ts of account		□ Yes		
number					

# Case 20-32243 Document 379 Filed in TXSB on 06/30/20 Page 39 of 48

#### Part 3: List Others to Be Notified About Unsecured Claims

4. List in alphabetical order any others who must be notified for claims listed in Parts 1 and 2. Examples of entities that may be listed are collection agencies, assignees of claims listed above, and attorneys for unsecured creditors.
If no others need to be notified for the debts listed in Parts 1 and 2, do not fill out or submit this page. If additional pages are needed, copy the next page.

Name and mailing addre	ess		On which line in Part 1 or Part 2 is the related creditor (if any) listed?	Last 4 digits of account number, if any
			Line	
Name			☐ Not Listed.Explain	
Notice Name				
Street				
City	State	ZIP Code		
Country				

Part 4: Total Amounts of the Priority and Nonpriority Unsecured Claims			
5. Add the amounts of priority and nonpriority unsecured claims.			
		Total of c	laim amounts
5a. Total claims from Part 1	5a.	\$	0.00
5b. Total claims from Part 2	5b. <b>+</b>	\$	3,943,818.66
5c. Total of Parts 1 and 2	5c.	\$	3,943,818.66

Lines 5a + 5b = 5c.

Fill in this information to identify the case:
Debtor Name: In re : CapRock Communications (Australia) Pty Ltd
United States Bankruptcy Court for the: Southern District of Texas
Case number (if known): 20-32267 (MI)

# Official Form 206G

# **Schedule G: Executory Contracts and Unexpired Leases**

12/15

Be as complete and accurate as possible. If more space is needed, copy and attach the additional page, numbering the entries consecutively.

- 1. Does the debtor have any executory contracts or unexpired leases?
  - $\square$  No. Check this box and file this form with the court with the debtor's other schedules. There is nothing else to report on this form.
  - ☑ Yes. Fill in all of the information below even if the contracts or leases are listed on *Schedule A/B: Assets Real and Personal Property* (Official Form 206A/B).

2.	List all contracts and unexpired leases	State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease
	2.1 State what the contract or lease is for and the nature	See Schedule G Attachment
	of the debtor's interest	Name
		Notice Name
	State the term remaining	Address
	List the contract number ofany government contract	
		City State ZIP Code
		Country

### Case 20-32243 Document 379 Filed in TXSB on 06/30/20 Page 42 of 48

Fill in this information to identify the case:
Debtor Name: In re : CapRock Communications (Australia) Pty Ltd
United States Bankruptcy Court for the: Southern District of Texas
Case number (if known): 20-32267 (MI)

#### Official Form 206H

#### **Schedule H: Codebtors**

12/15

Be as complete and accurate as possible. If more space is needed, copy the Additional Page, numbering the entries consecutively. Attach the Additional Page to this page.

- Does the debtor have any codebtors?
  - □ No. Check this box and submit this form to the court with the debtor's other schedules. Nothing else needs to be reported on this form.
  - ✓ Ye
- 2. In Column 1, list as codebtors all of the people or entities who are also liable for any debts listed by the debtor in the schedules of creditors, Schedules D-G. Include all guarantors and co-obligors. In Column 2, identify the creditor to whom the debt is owed and each schedule on which the creditor is listed. If the codebtor is liable on a debt to more than one creditor, list each creditor separately in Column 2.

	Column 1: Codebtor				Column 2: Creditor	
	Name	Mailing address			Name	Check all schedules that apply:
2.1	See Schedule H Attachment					$\Box$ D
		Street				
						□ E/F
						□G
		City	State	ZIP Code		
		Country	_			

# Fill in this information to identify the case:

Debtor Name: In re: CapRock Communications (Australia) Pty Ltd United States Bankruptcy Court for the: Southern District of Texas

Case number (if known): 20-32267 (MI)

#### Official Form 202

# **Declaration 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 partindividual 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.	•										
	ao ana comeou										
✓ 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 20 Largest Unsecured Claims and Are Not Insiders	(Official Form 204)										
Other document that requires a declaration											
I declare under penalty of perjury that the foregoing is true and correct.											
<b>A</b> ( <b>A</b> )											
V ,											
MM / DD / YYYY Signature of individual signing on behalf of debtor	r										
Peter Myers											
Printed name											
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 20 Largest Unsecured Claims and Are Not Insiders (Official Form 204)  Other document that requires a declaration  I declare under penalty of perjury that the foregoing is true and correct.  Executed on O6/29/2020  MM / DD / YYYY  Signature of individual signing on behalf of debtor  Peter Myers											

Position or relationship to debtor

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#### In re: CapRock Communications (Australia) Pty Ltd Case No. 20-32267

Schedule E/F, Part 2 Attachment
Creditors Who Have NONPRIORITY Unsecured Claims

Day.	None de de Constitute None		Address 0	O'm	Charles	70.	0		Account number (last 4		Subject to	ontingent nliquidate	
Line	Nonpriority Creditor's Name	Address 1	Address 2	City	State	Zip		Date incurred			offset (Y/N)	0 2 50	Amount of claim
3.1	AMCOM PTY LTD	GPO BOX 2541		PERTH	ND	WA6001	AUSTRALIA			Trade Claim			\$5.27
3.2	I-ADMIN SINGAPORE PTE. LTD	140 PAYA LEBAR ROAD # 07-08	AZ @PAYA LEBAR			409015	SINGAPORE						\$669.40
3.3	INTERCOMPANY PAYABLE							VARIOUS		Intercompany			\$3,922,524.19
3.4	MEDIBANK PRIVATE LIMITED	GPO BOX 9999		PERTH	ND	6000	AUSTRALIA			Trade Claim			\$9,139.25
3.5	NETWORK INNOVATIONS US INC	4950 WEST PROSPECT ROAD		FT. LAUDERDALE	FL	33309				Trade Claim			\$3,682.69
3.6	PRINTSYNC BUSINESS SOLUTIONS	23/8 SUSTAINABLE AVE,		BIBRA LAKE	WA	6163	AUSTRALIA			Trade Claim			\$2,194.26
3.7	SCHENKER AUSTRALIA PTY LTD	919 ABERNETHY RD	HIGH WYCOME	HIGH WYCOME	WA	6057	AUSTRALIA			Trade Claim			\$1,238.79
3.8	UNITED EQUIPMENT PVT LTD	49, PILBARA STREET		WELSHPOOL	WA	6106	AUSTRALIA			Trade Claim			\$363.12
3.9	VOCUS PTY LTD	P.O BOX 2014		NORTH SYDNEY	NSW	2060	AUSTRALIA			Trade Claim			\$4,001.69
												TOTA	1 · \$3 943 818 66

### Case 20-32243 Document 379 Filed in TXSB on 06/30/20 Page 45 of 48

#### In re: CapRock Communications (Australia) Pty Ltd Case No. 20-32267 Schedule G Attachment Executory Contracts and Unexpired Leases

	Name of other parties with whom the debtor has an executory											List the contract number of any government
Line	contract or unexpired lease	Creditor Notice Name	Address 1	Address 2	Address 3	City	State	Zip	Country	of the debtor's interest Addendum No 1 to the BHP	remaining	contract
2.1	BHP Billiton Petroleum (Australia) Pty Ltd	Hayden Long	125 St Georges Terrace			Perth	Western Australia	6000	Australia	MSA Schedule No. 3- 1W3VOP "AUS-TDMA CLOUD" dated 22 July 2015	4/30/19	
2.2	BHP Billiton Petroleum (Australia) Pty Ltd	Hayden Long	125 St Georges Terrace			Perth	Western Australia	6000	Australia	Addendum No 2 to the BHP MSA Schedule No. 3- 1W3VOP "AUS-TDMA CLOUD" dated 22 July 2015	4/30/20	
2.3	BHP Billiton Petroleum (Australia) Pty Ltd	Hayden Long	125 St Georges Terrace			Perth	Western Australia	6000	Australia	Schedule No. 3-1W3VOP "AUS-TDMA CLOUD" to Commercial Agreement for Goods and/or Services	4/30/16	
		•	-				Western			Changed Purchase Order	4/30/10	
2.4	BHP Billiton Petroleum Pty Ltd	Jocelyn Tesnado	34 Yagine Close, WH1 Door 6			Perth	Australia	6105	Australia	4507198301 Telecommunications Services		
2.5	Chevron Australia	Dipak Vekaria	250 St Georges Terrace			Perth	WA	6000	Australia	Proposal for lease of teleport rack space.  Service Request by Counter		
2.6	Chevron Chevron Australia Pty Ltd (ABN 29 086 197 757)		St. Georges Terrace	Level 24		Perth	WA	6000	Australia	Party to Debtor regarding price change under contract C807566.	7/31/16	
2.7	Coral Expeditions	Mark Fifield							Australia	Services proposal for satellite services	4/30/16	
2.8	CSG Business Solution (WA) PTY LTD		Unit 23	8 Sustainable Ave		Bibra Lake	WA	6163	Australia	Invoice for equipment from Counterparty to Debtor.		
	ELTEK Australia Pty Ltd, ABN 90									Tax Invoice for Purchase Order Number PO1013-		
2.9	072645 446, ACN 072 645 446 ETL Systems Ltd, VAT No. 232 0620	Unit 1	22 Narabang Way			Belrose	NSW	2085	Australia United	100150		
2.10		Coldwell Radio Station	Madley			Hereford	England	HR2 9NE	Kingdom	Sales Invoice		
2.11	INPEX Operations Australia Pty Ltd	Lexi Meeke	100 St George's Terrrace	Level 22		Perth	Western Australia	6000	Australia	Amendment Agreement - Amendment No. 2	12/31/17	
2.12	INPEX Operations Australia Pty Ltd	Lexi Meeke	100 St George's Terrrace	Level 22		Perth	Western Australia	6000	Australia	Amendment Agreement - Amendment No. 3	12/31/18	
2.13	INPEX Operations Australia Pty Ltd	Lexi Meeke	100 St George's Terrrace	Level 22		Perth	Western Australia	6000	Australia	Amendment Agreement - Amendment No. 4	12/31/19	
			-				Western			Amendment Agreement -		
2.14	INPEX Operations Australia Pty Ltd	Lexi Meeke	100 St George's Terrrace	Level 22		Perth	Australia	6000	Australia	Amendment No. 5 Frame Work Agreement -	8/31/20	
2.15	INPEX Operations Australia Pty Ltd	Lexi Meeke	100 St George's Terrrace	Level 22		Perth	Western Australia	6000	Australia	Instrument of Agreement - Minor Services Offshore Satellite	8/11/17	
2.16	INPEX Operations Australia Pty Ltd	Lexi Meeke	100 St George's Terrrace	Level 22		Perth	Western Australia	6000	Australia	Communications Services - Special Conditions Services Contract for Supply		
2.17	INPEX Operations Australia Pty Ltd	Lexi Meeke	100 St George's Terrrace	Level 22		Perth	Western Australia	6000	Australia	of Offshore Satellite Communications Services Invoice for ISNetworld Annual	8/11/17	
2.18	ISN Software Australia, Pty. Ltd.	Customer Service Team							Australia	Contractor/Supplier Subscription Renewal from Counterparty to Debtor.		
2.19	Network Innovations US Inc.	P.O. Box 71200				Charlotte	NC	28272-1200		Invoice for mobile service from 1.3.20 to 31.3.20		
2.20	Onboard Technical Services		Suite 204	2140 S. Dixie Hwy.		Miami	Florida	33133		Invoice for Technical Services from Counterparty to Debtor.		
2.21	Optical Solutions Australia (WA), A.B.N. 32 123 208 177		28a Teddington Road			Burswood	WA	6100	Australia	Tax Invoice		
2.22	TRANS DRAGON INTERNATIONAL CO.		C 210 Hangcheng Square	580th Shunping Road		Shunyi District		101312	China	Debit Note from Counterparty to Debtor.		

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#### In re: CapRock Communications (Australia) Pty Ltd Case No. 20-32267 Schedule G Attachment Executory Contracts and Unexpired Leases

Line	Name of other parties with whom the debtor has an executory contract or unexpired lease	Creditor Notice Name	Address 1	Address 2	Address 3	City	State	Zip	Country	State what the contract or lease is for and the nature of the debtor's interest	State the term	List the contract number of any government contract
Line		Creditor Notice Name		Address 2	Address		Western		Country		remaining	Contract
2.23	Trinkor Pty Ltd (ABN 78 009 437 852)		4/93 President Street	WELSHPOOL WA		Welshpool	Australia	6106	Australia	Revised Purchase Order		
2.24	United Equipment Ptv Ltd	Belinda Cubbage	49 Pilbara Street	6106	DC WA 6986	Welshpool		PO Box 624	Australia	Rental Invoice RI0 131936		
2.25	Woodside Burrup Pty Ltd	Henry Chan	11 Mount Street	0.00	20 11/1 0000	Perth	WA	6000	Australia	Purchase Order		
	. ,	,										
0.00	Mandaida Farana Limitad	1 M/ t	040 04 0			D	Western	0000	A	Budgetary Proposal - Ngujima	ı	
2.26	Woodside Energy Limited	Laura Wyhoon	240, St George's Terrace			Perth	Australia	6000	Australia	Yin - Quote for Spares Budgetary Proposal - Pluto		
							Western			Water Handling - Feed Horn		
2.27	Woodside Energy Limited	Agnew, Justin J	240 St George's Terrace			Perth	Australia	6000	Australia	and BUC fan		
2.28	Woodside Energy Limited	Jono Bucktrout	Burrup Peninsula			Karratha	Western Australia	6714	Australia	Budgetary Proposal - Pluto Water Handling - Offshore Attendance for Troubleshooting		
										Budgetary Proposal -		
2.29	Woodside Energy Limited	Laura Wyhoon	240, St George's Terrace			Perth	Western Australia	6000	Australia	Woodside Spares - Waveguides for 60W BUCs		
2.29	Woodside Ellergy Lillilled	Laura Wyrioon	240, St George's Terrace			reitii	Australia	6000	Australia	Official Proposal Quote for		
							Western			Nguyima Yin - Attendance		
2.30	Woodside Energy Limited	Laura Wyhoon	240, St George's Terrace			Perth	Australia	6000	Australia	quote		
0.04	Mandaida Farana Limitad	1 M/ t	44 Married Oterant			D	Western	0000	A	Durah as a Oudan		
2.31	Woodside Energy Limited	Laura Wyhoon	11 Mount Street			Perth	Australia Western	6000	Australia	Purchase Order		
2.32	Woodside Energy Limited	Bob Millman	240 St George's Terrace			Perth	Australia	6000	Australia	Purchase Order		
	<i>y</i>		<u> </u>				Western					
2.33	Woodside Energy Limited	Bob Millman	240 St George's Terrace			Perth	Australia	6000	Australia	Purchase Order		
2.34	Woodside Energy Limited	Bob Millman	240 St George's Terrace			Perth	Western Australia	6000	Australia	Purchase Order		
2.35	Woodside Energy Limited Woodside Energy Limited	Meenu Indira	240 St George's Terrace			Perth	WA	6000	Australia	Purchase Order		
	3/		Jan San San San San San San San San San S				Western			Email for NRB VSAT feed		
2.36	Woodside Energy Ltd	Peter van Hyum	240 St George's Terrace			Perth	Australia	6000	Australia	horn		
2.37	Woodside Energy Ltd	Laura Wyhoon	11 Mount Street			Perth	WA Western	6000	Australia	Emergency Purchase Order Purcahse Order for		
2.38	Woodside Energy Ltd	Laura Wyhoon	11 Mount Street			Perth	Australia	6000	Australia	Speedcast Services		
2.00	Weddside Energy Eta	Laura vvynoon	11 Would Olicot			i citii	Western	0000	rastrana	Opecadast Cervices		
2.39	Woodside Energy Ltd	Steve Meerton	11 Mount Street			Perth	Australia	6000	Australia	Purchase Order		
							Western		1			
2.40	Woodside Energy Ltd	Steve Meerton	11 Mount Street			Perth	Australia Western	6000	Australia	Purchase Order Contract with Woodside		
2.41	Woodside Energy Ltd	Jennie Ko	11 Mount Street			Perth	Australia	6000	Australia	Energy Ltd		
	Woodside Energy Ltd (ABN											
2.42	20120237416)	K.R. Ganashree	240 St Georges Terrace			Perth	WA	6000	Australia	Purchase Order		
	Woodside Energy Ltd (ABN 63 005	Henry Chan, Senior	ĺ							Budgetary Proposal - Pluto Water Handling - Bandwidth		
2.43	482 986)	Communications Engineer	240 St Georges Terrace			Perth	WA	6000	Australia	Upgrade		
	Woodside Energy Ltd (ABN 63 005	Henry Chan, Senior								IT Services Agreement -		
2.44	482 986)	Communications Engineer	240 St Georges Terrace			Perth	WA	6000	Australia	Satellite Services	4/1/19	
	Mondaide Energy Ltd (ARN 00 005	Honey Chan Conior								Official Proposal Quote for		
2.45	Woodside Energy Ltd (ABN 63 005 482 986)	Henry Chan, Senior Communications Engineer	240 St Georges Terrace			Perth	WA	6000	Australia	Woodside - Nguyima Yin Bandwidth upgrades		
0	102 300)	Communications Engineer	2.5 of Georges Terrace			1 0101	****	0000	, tuoti alla	Official Proposal Quote for		
	Woodside Energy Ltd (ABN 63 005	Henry Chan, Senior								Woodside - NRB Bandwidth		
2.46	482 986)	Communications Engineer	240 St Georges Terrace			Perth	WA	6000	Australia	upgrades		
	Woodside Energy Ltd (ABN 63 005	Henry Chan, Senior								Official Proposal Quote for Woodside - NRC Bandwidth		
2.47	482 986)	Communications Engineer	240 St Georges Terrace			Perth	WA	6000	Australia	upgrades		
	Woodside Energy Ltd (ACN		, at a said a sa			1	Western			Notice to extend the term of		
2.48	005482986)	Natalie Sermon	Mia Yellagonga, 11 Mount Street	<u> </u>		Perth	Australia	6000	Australia	Contract	3/31/21	

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#### In re: CapRock Communications (Australia) Pty Ltd Case No. 20-32267

Schedule H Attachment Codebtors

Name of codebtor	Address 1	Address 2	City	State	Zip	Country	Name of creditor	D	E/F	G
CapRock Communications Pte.	5A Toh Guan Road East	Jurong East Logistics								1
Ltd.	#06-01 CWT	Centre	Singapore		608830	Singapore	Credit Suisse AG	X		
	Avenida Prefeito Aristeu									
CapRock Comunicações do	Ferreia da Silva 2600,	(CNPJ: 04.422.276/0001-								
Brasil Ltda.	Granja dos Cavaleiros	19)	Macae	RJ		Brazil	Credit Suisse AG	X		
		Sala 2704 Parte, Centro								
CapRock Participações do Brasil		(CNPJ: 25.187.109/0001-								
Ltda.	231	00)	Rio de Janeiro	RJ		Brazil	Credit Suisse AG	X		
	Caprock Building Denmore				AB23	United				
CapRock UK Limited	Road	Bridge of Don	Aberdeen		8JW	Kingdom	Credit Suisse AG	X		
	4400 S. Sam Houston									
CCI Services Corp.	Parkway East		Houston	TX	77048		Credit Suisse AG	X		
l.,										
Hermes Datacommunications		Holsworth Park, Oxon				United				
International Limited	Hermes House	Business Park, Bicton Heath	Shrewsbury		SY3 5HJ	Kingdom	Credit Suisse AG	X		
L										
Maritime Communication										
Services, Inc.	1335 Gateway Drive	Suite 2013	Melbourne	FL	32901		Credit Suisse AG	X		
Oceanic Broadband Solutions										
Pty Ltd	Unit 4F Level 1	12 Lord Street, Botany	Sydney	NSW	2019	Australia	Credit Suisse AG	X		
Satellite Communications										
Australia Pty Ltd	Unit 5	21 Flinders Parade	NORTH LAKES	QLD	4509	Australia	Credit Suisse AG	X		
	4400 S. Sam Houston									
SpaceLink Systems II, LLC	Parkway East		Houston	TX	77048		Credit Suisse AG	X		
	4400 S. Sam Houston									
SpaceLink Systems, LLC	Parkway East		Houston	TX	77048		Credit Suisse AG	X		
	4400 S. Sam Houston									
SpeedCast Americas, Inc.	Parkway East		Houston	TX	77048		Credit Suisse AG	X		
L						l				
SpeedCast Australia Pty Limited	Unit 4F Level 1	12 Lord Street, Botany	Sydney	NSW	2019	Australia	Credit Suisse AG	X		
SpeedCast Communications,	4400 S. Sam Houston			T)/	770 10		0 11 0 1 10			
Inc.	Parkway East		Houston	TX	77048		Credit Suisse AG	X		
SpeedCast Group Holdings Pty		101 101 101								
Ltd	Unit 4F Level 1	12 Lord Street, Botany	Sydney	NSW	2019	Australia	Credit Suisse AG	X		
		101 101 101			2212					
SpeedCast International Limited	Unit 4F Level 1	12 Lord Street, Botany	Sydney	NSW	2019	Australia	Credit Suisse AG	X		
L		Dorset House, Taikoo								
SpeedCast Limited	2401 & 08-11	Place, 979 King's Road	Quarry Bay			Hong Kong	Credit Suisse AG	X		

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# In re: CapRock Communications (Australia) Pty Ltd Case No. 20-32267

Schedule H Attachment Codebtors

Name of codebtor	Address 1	Address 2	City	State	Zip	Country	Name of creditor	D	E/F	G
SpeedCast Managed Services										1
Pty Limited	Level 8	432 St.Kilda Road	Melbourne		3004	Australia	Credit Suisse AG	X		
SpeedCast Norway AS	Roynebergsletta 29	4033 Stavanger	1124 Sola			Norway	Credit Suisse AG	Х		
SpeedCast Singapore Pte. Ltd.	5A Toh Guan Road East #06-01 CWT	Jurong East Logistics Centre	Singapore		608830	Singapore	Credit Suisse AG	X		
SpeedCast UK Holdings Limited	First Floor Templeback	10 Temple Back	Bristol		BS1 6FL	United Kingdom	Credit Suisse AG	X		
UltiSat, Inc.	708 Quince Orchard Road		Gaithersburg	MD	20878		Credit Suisse AG			