

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

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

**NOTICE OF FILING OF
REVISED DISCLOSURE STATEMENT FOR JOINT CHAPTER 11 PLAN OF
SPEEDCAST INTERNATIONAL LIMITED AND ITS DEBTOR AFFILIATES**

PLEASE TAKE NOTICE THAT:

1. On October 10, 2020, SpeedCast International Limited and its debtor affiliates, as debtors and debtors in possession (collectively, the “**Debtors**”), filed the *Disclosure Statement for Joint Chapter 11 Plan of SpeedCast International Limited and its Debtor Affiliates* (Docket No. 810) (the “**Disclosure Statement**”). The *Joint Chapter 11 Plan of SpeedCast International Limited and its Debtor Affiliates* is attached to the Disclosure Statement as Exhibit A (the “**Plan**”).
2. On October 19, 2020, the Debtors filed a revised *Disclosure Statement for Joint Chapter 11 Plan of Speedcast International Limited and its Debtor Affiliates* (Docket No. 835) (the “**Revised Disclosure Statement**”).
3. A redline of the changed pages of the Revised Disclosure Statement marked against the Disclosure Statement is attached hereto as **Exhibit A**.

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



4. A redline of the changed pages of the Plan (Exhibit A to the Disclosure Statement) is attached hereto as **Exhibit B**.

5. A redline of the changed pages of the Liquidation Analysis (Exhibit D to the Disclosure Statement) is attached hereto as **Exhibit C**.

6. A redline of the changed pages of the Plan Release Provisions (Exhibit G to the Disclosure Statement) is attached hereto as **Exhibit D**.

7. A redline of the Plan Sponsor Solicitation Procedures (Exhibit H to the Disclosure Statement) is attached hereto as **Exhibit E**.

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Dated: October 19, 2020
Houston, Texas

Respectfully submitted,

/s/ Alfredo R. Pérez

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*Attorneys for Debtors
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Certificate of Service

I hereby certify that on October 19, 2020, a true and correct copy of the foregoing document was served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Alfredo R. Pérez

Alfredo R. Pérez

Exhibit A

Redline of Revised Disclosure Statement

**IN THE UNITED STATES BANKRUPTCY COURT
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In re:	§	Chapter 11
	§	
SPEEDCAST INTERNATIONAL LIMITED, et al.,	§	
	§	Case No. 20-32243 (MI)
	§	
Debtors.¹	§	(Jointly Administered)
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**DISCLOSURE STATEMENT FOR JOINT CHAPTER 11 PLAN OF
SPEEDCAST INTERNATIONAL LIMITED AND ITS DEBTOR AFFILIATES**

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Dated: October ~~10~~19, 2020
Houston, Texas

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

DISCLOSURE STATEMENT, DATED OCTOBER ~~10~~19, 2020

**Solicitation of Votes on the
Joint Chapter 11 Plan of**

SPEEDCAST INTERNATIONAL LIMITED, *ET AL.*

THIS SOLICITATION OF VOTES (THE “SOLICITATION”) IS BEING CONDUCTED TO OBTAIN SUFFICIENT VOTES TO ACCEPT THE CHAPTER 11 PLAN OF SPEEDCAST INTERNATIONAL LIMITED AND ITS DEBTOR AFFILIATES IN THE ABOVE-CAPTIONED CHAPTER 11 CASES, ATTACHED HERETO AS EXHIBIT A (THE “PLAN”).

THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN IS 4:00 P.M. (PREVAILING CENTRAL TIME) ON NOVEMBER 30, 2020 UNLESS EXTENDED BY THE DEBTORS (THE “VOTING DEADLINE”).

THE RECORD DATE FOR DETERMINING WHICH HOLDERS OF CLAIMS MAY VOTE ON THE PLAN IS OCTOBER 19, 2020 (THE “VOTING RECORD DATE”).²

RECOMMENDATION BY THE DEBTORS

The board of directors of SpeedCast International Limited and each of the governing bodies for each of its debtor affiliates have unanimously approved the transactions contemplated by the Plan. The Debtors believe the Plan is in the best interests of all stakeholders and recommend that all creditors whose votes are being solicited submit ballots to accept the Plan.

RECOMMENDATION BY THE CREDITORS’ COMMITTEE

The Creditor’s Committee supports the Plan and the Creditors’ Committee encourages all unsecured creditors to **VOTE TO ACCEPT** the Plan. The Creditors’ Committee has included a letter in the solicitation package detailing its recommendation that all unsecured creditors **VOTE TO ACCEPT** the Plan, a copy of which is attached hereto as **Exhibit I** (the “**Recommendation Letter**”).

HOLDERS OF CLAIMS OR INTERESTS SHOULD NOT CONSTRUE THE CONTENTS OF THE DISCLOSURE STATEMENT AS PROVIDING ANY LEGAL, BUSINESS, FINANCIAL, OR TAX ADVICE AND SHOULD CONSULT WITH THEIR OWN ADVISORS BEFORE CASTING A VOTE WITH RESPECT TO THE PLAN.

²

The Voting Record Date for governmental units (as defined in section 101(27) of the Bankruptcy Code) shall be October 20, 2020.

I. **INTRODUCTION**

Overview of Restructuring

SpeedCast International Limited (“**Speedcast**”) and its debtor affiliates³ (each, a “**Debtor**,” and collectively, the “**Debtors**”) submit this disclosure statement (as may be amended, supplemented, or modified from time to time, the “**Disclosure Statement**”) in connection with the solicitation of votes on the *Joint Chapter 11 Plan of SpeedCast International Limited and its Debtor Affiliates*, dated October 10, 2020, attached hereto as **Exhibit A**.

Pursuant to paragraph 33 of the Procedures for Complex Chapter 11 Cases in the Southern District of Texas (the “**Complex Case Procedures**”) and Rule 3016-2 of the Bankruptcy Local Rules for the United States Bankruptcy Court for the Southern District of Texas (the “**Local Rules**”), the Disclosure Statement and the Plan are being submitted as a single document and the terms and provisions of the Plan are hereby incorporated by reference and made a part hereof.

The purpose of the Disclosure Statement is to provide information of a kind, and in sufficient detail, to enable creditors of the Debtors that are entitled to vote on the Plan to make an informed decision on whether to vote to accept or reject the Plan. The Disclosure Statement contains, among other things, a summary of the Plan, certain statutory provisions, events that have occurred in the chapter 11 cases that commenced (the “**Chapter 11 Cases**”) on April 23, 2020 (the “**Petition Date**”), and certain documents related to the Plan.⁴

As described in more detail below, the Debtors faced certain financial difficulties prior to the Petition Date and commenced these Chapter 11 Cases to accomplish a successful restructuring of their business through a substantial deleveraging of their capital structure.

The Plan, Disclosure Statement, and related procedures are the result of extensive good faith negotiations among the Debtors and a number of their key economic stakeholders, and provide for settlement with and the support of the Creditors’ Committee. At the outset of these Chapter 11 Cases, the Debtors entered into a postpetition credit facility which required that the Debtors file an “Acceptable Plan,” approved by the majority of the lenders under such facility. However, following the Petition Date, the Debtors’ two principal lenders each acquired blocking positions over the terms of such Acceptable Plan, and could not agree to the terms of a chapter 11 plan of reorganization. During August and September 2020, the Debtors received multiple competing proposals for a restructuring transaction and additional postpetition financing from these two principal lenders. The situation precipitated the filing of an emergency motion requesting

³ A complete list of the Debtors in these noticing chapter 11 cases may be obtained on the website of the Debtors’ claims and agent at <http://www.kccllc.net/speedcast>. The Debtors’ service address for the purposes of these chapter 11 cases is 4400 S. Sam Houston Parkway East, Houston, Texas 77048.

⁴ Capitalized terms used in the Disclosure Statement, but not defined herein, have the meanings ascribed to them in the Plan. To the extent any inconsistencies exist between the Disclosure Statement and the Plan, the Plan will govern.

Amount, shall receive, on account of such Allowed Syndicated Facility Secured Claim its Pro Rata share of the SFA Secured Claim Cash Pool in Cash.

- **Class 4A: Unsecured Trade Claims.** On the Effective Date, or as soon as reasonably practicable thereafter, except to the extent that a holder of an Allowed Unsecured Trade Claim agrees or has agreed to different treatment in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Unsecured Trade Claim, each holder of an Allowed Unsecured Trade Claim shall receive its Pro Rata share of the Trade Claim Cash Amount in Cash.
- **Class 4B: Other Unsecured Claims.** Each holder of an Allowed Other Unsecured Claim shall receive its Pro Rata share of the Litigation Trust Distributable Proceeds from the Litigation Trust as and when provided for in the Litigation Trust Agreement, subject to Section 5.20 of the Plan. For the avoidance of doubt, this Class 4B (Other Unsecured Claims) shall include the Syndicated Facility Deficiency Claim.
- **Class 5: Intercompany Claims.** All Intercompany Claims will be adjusted, continued, settled, reinstated, discharged, eliminated, or otherwise managed, in each case to the extent determined to be appropriate by the Debtors or Reorganized Debtors, as applicable, after consultation with the Plan Sponsor.
- **Class 6: Subordinated Claims.** Allowed Subordinated Claims are subordinated to Claims, as applicable, in (i) Class 4A and Class 4B or (ii) Class 7, pursuant to the Plan and section 510 of the Bankruptcy Code. The holders of Allowed Subordinated Claims shall not receive or retain any property under the Plan on account of such Allowed Subordinated Claims.
- **Class 7: Parent Interests.** On the Effective Date, all Parent Interests shall be deemed valueless, shall not receive or retain any property or distribution under the Plan and shall be discharged, cancelled, released, and extinguished.
- **Class 8: Intercompany Interests.** On the Effective Date, at the option of the Reorganized Debtors, in consultation with the Plan Sponsor, all Allowed Intercompany Interests shall either (i) remain unaffected by the Plan and continue in place or (ii) be cancelled (or otherwise eliminated) and holders of such cancelled Intercompany Interests shall not receive or retain any property under the Plan.

The Plan embodies a contribution of cash by the Plan Sponsor to ensure the Debtors' essential trade creditors' support of the Reorganized Debtors. The Plan also embodies a settlement with the Creditors' Committee that includes the establishment and funding of the Litigation Trust in connection with treatment of the Other Unsecured Claims, and the compromise and settlement of potential Causes of Action, including any and all of the Creditors' Committee's potential (a) objections or challenges to the amount, validity, perfection, enforceability, priority or extent of the Prepetition Loans or the Prepetition Secured Parties' Liens (as defined in the Final DIP Order) and (b) assertions or actions for preferences, fraudulent transfers or conveyances, other avoidance power claims or any other claims, counterclaims or causes of action, objections, contests or defenses against the Prepetition Secured Parties). Taking into account the current

facts and circumstances of these chapter 11 cases, the Creditors' Committee has determined that the agreements embodied in the Plan, including the foregoing, and the recoveries provided to the holders of Class 4A Claims and Class 4B Claims thereunder, represent a fair and reasonable resolution of the rights and interests of the Debtors' creditors. As such, the Creditors' Committee supports the Plan.

Pursuant to the Plan, in advance of the Effective Date, the Board of Directors of SpeedCast International Limited will make a determination as to the most effective way to implement the Plan for SpeedCast International Limited, consistent with their fiduciary duties, under Australian law, and which may be in the form of a recognition proceeding, an administration, receivership, liquidation, scheme of arrangement, or any such restructuring process or proceeding necessary to effect the Plan.

Equity Commitment Agreement

On October 10, 2020, the Debtors entered into the ECA, attached hereto as **Exhibit C**, pursuant to which, and subject to the terms, conditions, and limitations set forth therein, New Speedcast Parent, a successor entity acting as the parent of the Reorganized Debtors, will issue and the Commitment Parties (as defined in the ECA) will invest in New Equity Interests, on the Plan Effective Date, in such amount as is set forth in the ECA for an aggregate purchase price of \$500 million.

Inquiries

If you have any questions about the packet of materials you have received, please contact Kurtzman Carson Consultants LLC, the Debtors' voting agent (the "**Voting Agent**"), at 1-877-709-4758 (domestic toll-free) or 1-424-236-7236 (international) or via email at speedcastinfo@kccllc.com. Additional copies of the Disclosure Statement, the Plan, and the Plan Supplement (when filed) are or will be available upon written request made to the Voting Agent at the following address:

SpeedCast International Ballot Processing
c/o KCC LLC
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245

Copies of the Disclosure Statement, which includes the Plan and the Plan Supplement (when filed) are also available on the Voting Agent's website, <http://www.kccllc.net/speedcast>. PLEASE DO NOT DIRECT INQUIRIES TO THE BANKRUPTCY COURT.

WHERE TO FIND ADDITIONAL INFORMATION: The Company files annual reports with, and furnishes other information to, the Australian Securities and Investments Commission ("**ASIC**"). Copies of any document filed with ASIC may be obtained (i) by visiting the Financial Reports section of Speedcast's website, at <https://www.speedcast.com/investor-relations/financial-reports> or (ii) by searching against Speedcast's Australian Stock Exchange (the "**ASX**") ticker code of "SDA" on the ASX website at www.asx.com.au. Each of the following reports is incorporated as if fully set forth herein and is a part of the Disclosure

Statement. Reports filed with ASIC on or after the date of the Disclosure Statement are also incorporated by reference herein.

- Appendix 4D and Financial Statements for the Half Year Ended 30 June 2019.
- Annual Report and Consolidated Financial Statements for the year ended 31 December 2018.

II. SUMMARY OF PLAN TREATMENT

Treatment of Claims and Interests

The following table summarizes: (i) the type of Claims and Interests under the Plan; (ii) which Classes are impaired by the Plan; and (iii) which Classes are entitled to vote on the Plan. The table is qualified in its entirety by reference to the full text of the Plan. A detailed discussion of the analysis underlying the estimated recoveries, including the assumptions underlying such analysis, is set forth in the Valuation Analysis, attached hereto as **Exhibit F**.

<u>Class</u>	<u>Type of Claim or Interest</u>	<u>Impairment and Entitlement to Vote</u>	<u>Estimated Allowed Amount and Approx. Percentage Recovery</u>
Class 1	Other Priority Claims	Unimpaired No (Deemed to accept)	Estimated Allowed Amount: N/A Estimated Percentage Recovery: N/A
Class 2	Other Secured Claims	Unimpaired No (Deemed to accept)	Estimated Allowed Amount: N/A Estimated Percentage Recovery: N/A
Class 3	Syndicated Facility Secured Claims	Unimpaired No (Deemed to accept) ⁵ <u>Yes</u>	Estimated Allowed Amount: \$150 million Estimated Percentage Recovery: 100%

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

<u>Class</u>	<u>Type of Claim or Interest</u>	<u>Impairment and Entitlement to Vote</u>	<u>Estimated Allowed Amount and Approx. Percentage Recovery</u>
Class 4A ⁵⁶ =	Unsecured Trade Claims	Impaired Yes	Estimated Allowed Amount: \$64 million - \$90 million Estimated Percentage Recovery: 40 28% - 57 39%
Class 4B ⁵⁶ =	Other Unsecured Claims ⁷ =	Impaired Yes	Estimated Allowed Amount: \$506 million - \$515 million ⁶⁸ = Estimated Percentage Recovery: ≥0%
Class 5	Intercompany Claims	Unimpaired No (Deemed to accept / reject)	Estimated Allowed Amount: TBD Estimated Percentage Recovery: 100%/0%
Class 6	Subordinated Claims	Impaired No (Deemed to reject)	Estimated Allowed Amount: TBD Estimated Percentage Recovery: 0%
Class 7	Parent Interests	Impaired No (Deemed to reject)	Estimated Allowed Amount: TBD Estimated Percentage Recovery: 0%

⁵⁶ = Estimated Allowed Unsecured Trade Claims and Other Unsecured Claims amounts are based on the Company's books and records and proofs of Claim compiled as of August 16, 2020. In connection with the Debtors' restructuring, the Debtors have sought to negotiate cure amounts with certain suppliers, vendors, and other significant contract counterparties in connection with the anticipated assumption or rejection of such parties' executory contracts under section 365 of the Bankruptcy Code. See infra pp. 23-24. Certain of these counterparties are expected to be classified as Class 4A Unsecured Trade Creditors. Any cure payments made by the Debtors on account of assumed or rejected executory contracts will reduce the Estimated Allowed Amount in Class 4A by a corresponding amount, and any remaining amounts owed on account of such assumed or rejected executory contracts may be subject to deficiency claims that will recover as Class 4A Unsecured Trade Claims. A party receiving a cure payment may receive a higher recovery than the Estimated Percentage Recovery.

⁷ = Other Unsecured Claims include Syndicated Facility Deficiency Claims in an aggregate amount of approximately \$483 million.

⁶⁸ = For purposes of the eEstimated Percentage rRecoveries in Class 4B, potential recoveries arising from Causes of Action transferred to the Litigation Trust ~~have not been included in the table above~~, if any, have not been calculated by the Debtors. The Debtors cannot assure holders of Other Unsecured Claims that any recoveries will be realized from these Causes of Action.

<u>Class</u>	<u>Type of Claim or Interest</u>	<u>Impairment and Entitlement to Vote</u>	<u>Estimated Allowed Amount and Approx. Percentage Recovery</u>
Class 8	Intercompany Interests	Unimpaired / Impaired No (Deemed to accept / reject)	Estimated Allowed Amount: TBD Estimated Percentage Recovery: 100%/0%

Classification of Claims Under Class 4A

In preparing their go-forward business plan, the Debtors determined, in the exercise of their business judgment, that to maintain (and not harm) crucial business relationships, it was necessary that certain vendors, suppliers, and other contract counterparties who are essential to the Debtors' business continue to work with the Company on the same or better terms as currently in effect. In constructing the Plan and driven by their business needs, the Debtors decided to classify certain essential vendors, suppliers, and other contract counterparties in Class 4A. To determine which creditors to classify as holders of Unsecured Trade Claims, the Debtors considered factors including their ability to replace the supplier, vendor, or other significant contract counterparty and whether such supplier, vendor, or other significant contract counterparty was essential to maintaining the Debtors' go-forward business and operations. The Company's Chief Restructuring Officer, Michael Healy, and the Company's highly experienced senior management and supply chain teams worked closely with FTI to determine, in their business judgment, which suppliers, vendors, or other significant contract counterparties met the criteria for inclusion in Class 4A. Specifically, the process for selecting creditors who satisfied the criteria for Class 4A included first identifying key counterparties; then assessing claimants previously identified for a negotiated cure agreement in connection with the Company's general management review process (see supra at 23-24); and finally individually assessing the next 200 largest claimants—in addition to reviewing the list of all general unsecured claimants—to identify any additional suppliers, vendors, or other significant contract counterparties essential to the Debtors' business on a go-forward basis.

Establishment and Funding of Litigation Trust

Pursuant to the Plan, the Debtors will establish a Litigation Trust to pursue Causes of Action transferred to the Litigation Trust and to distribute the proceeds of any recovery thereon to holders of Allowed Other Unsecured Claims. On the Effective Date, the Debtors will transfer to the Litigation Trust: (i) cash in the amount of \$2,500,000; (ii) all Causes of Action by or on behalf of any Debtor or Debtor's Estate against (A) Non-Released Parties (and, if a Non-Released Party is a former director or officer of the Debtors, solely to the extent of available proceeds under the applicable D&O Policy), and (B) other persons to be mutually determined by the Debtors, the Plan Sponsor, and the Creditors' Committee, including Causes of Action, if any, arising under the Bankruptcy Code, state or other applicable or similar fraudulent transfer statutes ~~and, or~~ claims arising under state or other applicable ~~non-bankruptcy~~ law based upon negligence, breach of fiduciary duty, lender liability, and/or other similar Causes of Action; and (iii) all Causes of Action of any Debtor, the Debtors' Estates, and the Reorganized Debtors arising under any D&O Policy, subject to limitations and certain exceptions set forth in the Plan;

provided, that Litigation Trust Causes of Action shall not include (x) any Causes of Action against any Released Party that is released pursuant to the Plan and (y) Causes of Action against holders of Allowed Unsecured Trade Claims and any counterparty to an executory contract or unexpired lease under section 365(b)(1)(A) of the Bankruptcy Code that has been assumed by the Reorganized Debtors to the extent such counterparty is not otherwise a Non-Released Party. The Litigation Trust shall be governed by the Litigation Trust Agreement and administered by the Liquidation Trustee selected by the Creditors' Committee with the reasonable consent of the Debtors.

CACIB Claims

Credit Agricole Corporate and Investment Bank's ("CACIB") claim of \$800,000, referred to as the Priority Recovery Claim in the settlement agreement (Docket No. 680-1) (the "CACIB Settlement Agreement) between the Debtors and CACIB, is deemed Allowed, and was deemed Allowed pursuant to the Order (I) Authorizing and Approving the Settlement by and among the Debtors, Credit Agricole Corporate and Investment Bank and Certain Lender Parties and (II) Granting Related Relief (Docket No. 784) (the "CACIB Settlement Order"). On the Effective Date, CACIB shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for the Priority Recovery Claim, Cash in an amount of \$800,000.

III.

OVERVIEW OF DEBTORS' OPERATIONS

Business Overview

The Debtors and their non-Debtor affiliates (the "**Non-Debtor Affiliates**") and together with the Debtors, the "**Company**") are an international remote communications and information technology ("**IT**") services provider focused on delivering communications solutions through a multi-access technology, multi-band, and multi-orbit network utilizing more than 80 satellites and interconnecting global terrestrial network, bolstered by extensive on-the-ground local support in more than 40 countries. The Company provides managed information services with differentiated technology offerings, including cybersecurity, crew welfare, content solutions, data and voice applications, Internet of Things ("**IoT**") solutions, and network systems integration services. The Company's primary customers are in the cruise, energy, government, and commercial maritime businesses. In 2019, the Company served more than 3,200 customers in over 140 countries across a wide range of industries.

The Company operates across four key business verticals: (i) Commercial Maritime and Cruise (the "**Maritime Business**"); (ii) Energy (the "**Energy Business**"); (iii) Enterprise & Emerging Markets (the "**EEM Business**"), and (iv) Government (the "**Government Business**").

The Maritime Business. The Maritime Business provides remote and secure communications services primarily to yachting, commercial shipping, passenger vessel, fishing, and offshore vessel customers that require broadband connectivity and other services. The Company serves about 50% of ocean-going cruise ships globally, and the Company uses Very Small Aperture Terminal ("**VSAT**"), L-Band, and 4G/LTE networks to deliver communications across oceans

Board”), and the U.S. Department of Defense (the “**Proxy Agreement**”), as required by the U.S. National Industrial Security Program (“**NISP**”).

The Proxy Agreement is an instrument designed to mitigate the risk of foreign ownership, control, or influence over a U.S. entity that has security clearance under the NISP. The Proxy Agreement enables the Government Business to have access to classified information and to compete for, receive, and perform classified contracts with the U.S. Department of Defense. The Proxy Agreement conveys the Company’s voting rights to the Proxy Board and places certain restrictions on sharable information and interactions between the Government Business and the rest of the Company. The Proxy Board is comprised of three U.S. citizens cleared and approved by the U.S. Defense Counterintelligence and Security Agency (formerly, the Defense Security Services).

The Proxy Board ensures that the Government Business operates independently from the remainder of the Company. However, there is operational cooperation between the Government Business and the rest of the Company, with both parties providing services to the other through that certain Master Services Agreement for Cooperative Commercial Arrangements, dated June 30, 2018, by and between UltiSat and Speedcast Communications, Inc.

4. Special Restructuring Committee

~~Effective on April 23, 2020, in~~In connection with the Company’s evaluation of strategic alternatives, the Board of Directors established the Special Restructuring Committee (as defined below) to, among other things, evaluate and negotiate the potential sale, restructuring, or other strategic transactions for the Company. This is discussed further in Section V.B (Formation of the Special Committee) below.

Equity Ownership

Speedcast is a public company and files annual reports with, and furnishes other information to, ASIC. Historically, Speedcast’s shares were listed on the ASX under the ticker symbol “SDA.” However, on February 3, 2020, following the Company’s announcement that its FY19 results would be 10% lower than expected by previous guidance, Speedcast requested that its shares be placed in a trading halt. On February 5, 2020, Speedcast further requested that the securities of Speedcast be suspended from quotation from the ASX until the release of official financial results for FY19. Further extension requests for suspension from the ASX were made in February and March 2020. As of January 31, 2020, the last date on which Speedcast’s common shares were trading on ASX, the share price of Speedcast closed at \$0.79 AUD per share.

Prepetition Indebtedness

As of the Petition Date, the Debtors had outstanding funded debt obligations in the aggregate principal amount of approximately \$689.1 million, consisting of approximately (i) \$97.6 million of borrowings under the Revolving Credit Facility (as defined herein) and (ii) \$591.4 million in Term Loans (as defined herein). In addition, as of the Petition Date, the Debtors had approximately \$10.6 million Prepetition Credit Facility Outstanding Letters of Credit (as defined herein).

1. Syndicated Facility Agreement

Certain of the Debtors are parties to that certain Syndicated Facility Agreement, dated as of May 15, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “**Syndicated Facility Agreement**” and the lenders thereunder, the “**Prepetition Lenders**”) by and among (i) Speedcast and certain of its subsidiaries, as borrowers, (ii) the lenders party thereto, (iii) the Issuing Banks (as defined in the Syndicated Facility Agreement), and (iv) Black Diamond Commercial Finance, L.L.C., as successor to Credit Suisse AG, Cayman Islands Branch, as administrative agent, collateral agent, and security trustee (the “**Prepetition Agent**”). Under the Syndicated Facility Agreement, the Debtors received: (a) a \$425 million senior secured credit facility with coupon of LIBOR plus 2.50% maturing on May 15, 2025 (the “**Initial Term Loans**”); and (b) a \$100 million senior secured revolving credit facility maturing on May 15, 2023 (the “**Revolving Credit Facility**”), including a \$30 million letter of credit sub-facility, under which \$10.6 million of letters of credit were outstanding as of the Petition Date (the “**Prepetition Credit Facility Outstanding Letters of Credit**”).

In October 2018, the Debtors received an additional \$175 million of term loans under the Syndicated Facility Agreement (the “**Incremental Term Loans**,” and together with the Initial Term Loans, the “**Term Loans**”) to fund the acquisition of Globecomm. The Incremental Term Loans share the same terms with the Initial Term Loans, which were collectively priced at LIBOR plus 2.75% under the incremental amendment.

Under the Syndicated Facility Agreement, if on the last day of any fiscal half-year period the aggregate revolving credit exposure equals or exceeds 35% of the total revolving commitments at such time, Speedcast may not permit the net leverage ratio (net debt to EBITDA) as of such date to be greater than (a) so long as certain specified events have not occurred, and with respect to any period through and including December 31, 2020, 4.50x; and (b) with respect to each subsequent period, 4.00x (the “**Net Leverage Covenant**”).

2. Hedging Agreements

On May 15, 2018, Speedcast and ING Bank N.V. (“**ING**”) entered into that certain ISDA 2002 Master Agreement (the “**ING ISDA Master Agreement**” and, together with the schedule thereto, confirmations thereunder and all other documentation executed in connection with any of the foregoing, the “**ING Swap Documents**”). On May 16, 2018, Speedcast and ~~Credit Agricole Corporate and Investment Bank~~ (“**CACIB**”) entered into that certain ISDA 2002 Master Agreement (“**CACIB ISDA Master Agreement**” and, together with the schedule thereto, confirmations thereunder and all other documentation executed in connection with any of the foregoing, the “**CACIB Swap Documents**”). Speedcast utilized the ING Swap Documents and the CACIB Swap Documents to hedge its exposure to interest rate fluctuations under its Syndicated Facility Agreement. As of the Petition Date, the mark-to-market value of outstanding hedge obligations owed to ING was approximately \$11.1 million and the mark-to-market value of outstanding hedge obligations owed to CACIB was approximately \$23.8 million.

(II) *Amending the Interim and Final Orders, and (III) Granting Related Relief* (Docket No. 724) (the “**DIP Refinancing Interim Order**”), authorizing Speedcast Communications, Inc. to obtain postpetition refinancing pursuant to a senior secured superpriority debtor-in-possession term loan credit facility in an aggregate principal amount of up to \$285 million (the “**DIP Refinancing Facility**”), of which \$220 million was approved on an interim basis upon entry of the DIP Refinancing Interim Order. The DIP Refinancing Facility is governed by that certain Senior Secured Superpriority Debtor-in-Possession Term Loan Credit Agreement, dated as of September 30, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**DIP Refinancing Credit Agreement**”), by and among SpeedCast International Limited, as parent, Speedcast Communications, Inc., as borrower, the lenders party thereto from time to time, and Belward Holdings, LLC, an affiliate of Centerbridge, as administrative agent, collateral agent and security trustee. The DIP Refinancing Facility is guaranteed by the same entities that guaranteed the Original DIP Facility. On October 5, 2020, the Bankruptcy Court entered the *Final Order (I) Authorizing Debtors to (A) Refinance Their Postpetition Financing Obligations and (B) Use Cash Collateral, (II) Amending the Interim and Final Orders, and (III) Granting Related Relief* (Docket No. 777), which approved the DIP Refinancing Facility on a final basis. As of the date hereof, the Debtors have borrowed \$220 million under the DIP Refinancing Facility.

Hedge Terminations

1. ING Master Agreement

Pursuant to the Original DIP Order, the Bankruptcy Court authorized the termination of the ING Swap Documents, subject to the consent of each of the Debtors and ING. On May 22, 2020, following the entry of the Original DIP Order on May 20, 2020, ING notified Speedcast, among other things, that (i) all outstanding transactions under the ING ISDA Master Agreement were terminated on May 21, 2020 pursuant to the Original DIP Order, and (ii) an early termination amount of approximately \$11.1 million was owed to ING by Speedcast. The Debtors do not dispute the early termination amount of approximately \$11.1 million set forth in the proof of Claim filed by ING on June 27, 2020 (Claim No. 21).

2. CACIB ISDA Master Agreement

On April 27, 2020, CACIB notified Speedcast that CACIB was designating April 27, 2020 as the early termination date in respect of all outstanding transactions under the CACIB ISDA Master Agreement, citing an “event of default” allegedly caused by the commencement of the Chapter 11 Cases. On April 29, 2020, CACIB further notified Speedcast that Speedcast owed CACIB an early termination amount of approximately \$23.8 million (the “**CACIB Early Termination Amount**”) as a result of the early termination of the outstanding transactions under the CACIB ISDA Master Agreement. On June 1, 2020, CACIB further informed Speedcast of approximately \$19,000 of interest owed on the CACIB Early Termination Amount as of (but excluding) May 25, 2020. On June 3, 2020, CACIB filed a Notice of Appeal as to the Original DIP Order (Docket No. 276), ultimately resulting in an appeal (the “**Appeal**”), in the United States District Court for the Southern District of Texas before the Honorable Lee H. Rosenthal. The Debtors and CACIB ~~reached a settlement agreement~~ resolving the Appeal pursuant to the CACIB Settlement Agreement, under which CACIB would receive a claim in an aggregate

amount of \$23,803,088, consisting of an \$800,000 claim that ~~be treated ratably with~~ is senior to the DIP Refinancing Facility and a \$23,003,008 claim that will be treated ratably with claims arising out of the Syndicated Facility Agreement. On October 6, 2020, the Bankruptcy Court entered the ~~*Order (I) Authorizing and Approving the Settlement by and among the Debtors, Credit Agricole Corporate and Investment Bank and Certain Lender Parties and (II) Granting Related Relief*~~ (Docket No. 784) CACIB Settlement Order.

Formation of the Special Committee

~~Effective on April 23, 2020, in connection with the Company's evaluation of strategic alternatives, the Board of Directors established the Special Restructuring Committee (the "Special Restructuring Committee") to, among other things, evaluate and negotiate the potential sale, restructuring, or other strategic transactions for the Company and appointed Carol Flaton, Hooman Yazhari, David Mack — each of whom is a director of Speedcast Americas, Inc., a Debtor and a wholly-owned subsidiary of Speedcast — and Michael Malone to serve on the Special Restructuring Committee. Stephe Wilks was appointed as the Chair of the Special Restructuring Committee.~~

On March 31, 2020, the Board of Directors resolved to approve the formation of a Special Restructuring Committee, as a sub-committee of the Board of Directors to make recommendation to the Board of Directors in connection with the Company's evaluation of strategic alternatives. The Special Restructuring Committee (the "Special Restructuring Committee") was established to, among other things, evaluate and negotiate the potential sale, restructuring, or other strategic transactions for the Company and to recommend to the Board of Directors the approval of such potential sale, restructuring or other strategic transactions. On March 31, 2020, Stephe Wilks and Michael Malone were appointed by the Board of Directors to serve on the Special Restructuring Committee. Stephe Wilks was appointed as the Chair of the Special Restructuring Committee. Effective April 23, 2020, Carol Flaton, Hooman Yazhari, David Mack, each of whom is a director of Speedcast Americas, Inc., a Debtor and a wholly-owned subsidiary of Speedcast, were appointed to serve on the Special Restructuring Committee.

Appointment of Creditors' Committee

On May 6, 2020, the United States Trustee for Region 7 (the "U.S. Trustee") appointed an official committee of unsecured creditors (the "Creditors' Committee") pursuant to section 1102 of the Bankruptcy Code to represent the interests of unsecured creditors in these Chapter 11 Cases (Docket No. 154). The members of the Creditors' Committee are: (i) Inmarsat Global Limited ("**Inmarsat**"); (ii) Thrane & Thrane A/S Cobham SATCOM; (iii) Asia Satellite Telecommunications Co. Ltd; (iv) Intellian; (v) Telesat Canada; and (vi) APT Satellite Company Limited. The Creditors' Committee has retained Hogan Lovells and Husch Blackwell as counsel and BRG as its financial advisor. On May 12, 2020 the U.S. Trustee filed a notice of reconstitution of the Creditors' Committee (Docket No. 178), removing Intelsat and adding Inmarsat as member of the Creditors' Committee. New Skies Satellites, B.V. resigned from the Creditors' Committee on October 1, 2020.

services under the Transition Agreement included: (i) payment by nbn of the purchase price, (ii) assumption by nbn of certain SMS contracts (“**SMS Proposed Assumed Contracts**”) (iii) assumption of all future liabilities and entitlements in respect of each SMS employee who accept an offer of employment with nbn, (iv) payment by nbn for the provision by SMS of the transition services prior to completion under the Transition Agreement, and (v) payment by nbn in relation to the accrued managed services fees and milestone payments under the MESSA. The total monetary consideration to be paid to SMS by nbn upon completion is approximately \$12.7 million, subject to adjustment at completion.

On September 22, 2020, the Debtors filed a motion (“**nbn Motion**”) and proposed sale order with the Bankruptcy Court (Docket No. 739) requesting relief authorizing and approving: the (i) Transition Agreement, (ii) the nbn Transaction free and clear of all liens, claims, interests and encumbrances, (iii) the assumption of the SMS Proposed Assumed Contracts, and procedures related thereto, including the calculation of the amount necessary to cure any monetary defaults under the SMS Proposed Assumed Contracts, and (iv) granting related relief. The objection deadline for the nbn Motion is October 15, 2020.

General Vendor Management

Over the course of the past several months, Speedcast’s management and FTI Consulting, Inc. (“**FTI**”), Speedcast’s financial advisor, jointly conducted a thorough review of Speedcast’s international vendor base and major executory contracts. The review included a look at historic vendor performance, alternate options in the marketplace, and the vendors’ core competencies in alignment with Speedcast’s long-term business plan. Certain vendor contracts were selected for assumption, as they were deemed to be considered essential to Speedcast’s future and/or may cause considerable operational issues if otherwise terminated. In an effort to reduce Speedcast’s exit costs, Speedcast and FTI proactively reached out to dozens of contracted vendors starting in June 2020 to discuss the future of their relationship with Speedcast and address outstanding pre-petition trade debt. Working closely with these vendors, Speedcast and FTI ~~were able~~expect to achieve a meaningful debt reduction across the selected vendor group. The reductions are expected to translate into lower cure payments, ~~which were to be~~ achieved through establishing a mutual understanding that lower exit costs may increase the likelihood of a long-term trade relationship.

Exclusivity

Section 1121(b) of the Bankruptcy Code provides for a period of 120 days after the commencement of a chapter 11 case during which time a debtor has the exclusive right to file a plan of reorganization (the “**Exclusive Plan Period**”). In addition, section 1121(c)(3) of the Bankruptcy Code provides that if a debtor files a plan within the Exclusive Plan Period, it has a period of 180 days after commencement of the chapter 11 case to obtain acceptances of such plan (the “**Exclusive Solicitation Period**,” and together with the Exclusive Plan Period, the “**Exclusive Periods**”). Pursuant to section 1121(d) of the Bankruptcy Code, the Bankruptcy Court may, upon a showing of cause, extend the Exclusive Periods. On September 17, 2020, the Bankruptcy Court entered the *Order Pursuant to Section 1121(d) of the Bankruptcy Code Extending Exclusive Periods* (Docket No. 710), which extended the Exclusive Periods to October 20, 2020 and November 30, 2020, respectively.

- an estate the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust, if (i) (A) a court within the United States is able to exercise primary jurisdiction over its administration and (B) one or more U.S. persons have authority to control all of its substantial decisions, or (ii) if the trust has a valid election in effect under applicable Treasury regulations to be treated as a U.S. person.

If a partnership or other entity or arrangement taxable as a partnership for U.S. federal income tax purposes holds Allowed Unsecured Trade Claims and Allowed Other Unsecured Claims, the U.S. federal income tax treatment of a partner in such partnership generally will depend upon the status of the partner and the activities of the partnership. If you are a partner in such a partnership holding any such Claims, you are urged to consult your tax advisor.

1. Treatment of Allowed Unsecured Trade Claims

Pursuant to the Plan, holders of Allowed Unsecured Trade Claims will receive the Trade Claim Cash Amount in full and final satisfaction of their Unsecured Trade Claims.

The receipt by a U.S. Holder of its Pro Rata share of the Trade Claim Cash Amount in exchange for its Allowed Unsecured Trade Claims is expected to be a fully taxable transaction. Accordingly, a U.S. Holder is expected to recognize gain or loss in an amount equal to the difference, if any, between (i) the amount of any cash received (other than to the extent received in respect of a Unsecured Trade Claim for accrued but unpaid interest and possibly accrued original issue discount (“OID”)), and (ii) the U.S. Holder’s adjusted tax basis in its Unsecured Trade Claims immediately prior to the exchange (other than any tax basis attributable to accrued but unpaid interest and possibly accrued OID). See Section VII.B.4. below – “Character of Gain or Loss.” A U.S. Holder is expected to have ordinary interest income to the extent of any consideration allocable to accrued but unpaid interest not previously included in income. See Section VII.B.3. below – “Distributions in Discharge of Accrued Interest or OID.”

2. Treatment of Allowed Other Unsecured Claims

(a) In General

Pursuant to the Plan, U.S. Holders of Allowed Other Unsecured Claims (including Syndicated Facility Deficiency Claims) will receive their Pro Rata share of the Litigation Trust Distributable Proceeds from the Litigation Trust (“**Litigation Trust Interests**”) in full and final satisfaction of their Other Unsecured Claims. For U.S. federal income tax purposes, a U.S. Holder of Syndicated Facility Deficiency Claims will be treated as exchanging the debt that gave rise to both such Syndicated Facility Deficiency Claims and such U.S. Holder’s Syndicated Facility Secured Claims in exchange for the total consideration received in respect of such Claims. See VII.B.2.b. – “Certain U.S. Holders of Syndicated Facility Deficiency Claims” for a discussion of certain U.S. federal income tax consequences to U.S. Holders of Syndicated Facility Deficiency Claims.

(b) The Litigation Trust

The Litigation Trust is intended to be treated as a “liquidating trust” within the meaning of Treasury regulation section 301.7701-4(d) for U.S. federal income tax purposes, which is not a separate taxable entity, but rather is treated for U.S. federal income tax purposes as a “grantor trust” (*i.e.*, a pass-through entity) with the holders of Litigation Trust Interests (*i.e.*, the holders of Allowed Other Unsecured Claims) as the grantors.

If any assets are allocable to a disputed claim reserve, the Litigation Trustee may elect to treat any disputed claim reserve as a “disputed ownership fund” governed by Treasury regulation section 1.468B-9. A disputed ownership fund is generally treated as a separate corporate entity for U.S. federal income tax purposes and is generally subject to tax on amounts it earns on a current basis.

The Debtors intend to treat the transfer of assets (other than any assets allocable to a disputed claim reserve) by the Debtors to the Litigation Trust as (i) a deemed transfer of such assets to holders of Allowed Other Unsecured Claims receiving Litigation Trust Interests in proportion to their interests in the Litigation Trust in full satisfaction of such holder’s Allowed Other Unsecured Claims, followed by (ii) the deemed transfer by such holders to the Litigation Trust of such assets in exchange for their Litigation Trust Interests.

(c) Receipt of Litigation Trust Interests

Except as described below in Section VII.B.2.**bd.** – “Certain U.S. Holders of Syndicated Facility Deficiency Claims”, the deemed receipt by a U.S. Holder of the assets transferred to the Litigation Trust in exchange for such U.S. Holder’s Allowed Other Unsecured Claims is expected to be a fully taxable transaction to such U.S. Holder. Accordingly, a U.S. Holder of Allowed Unsecured Trade Claims will generally recognize gain or loss in an amount equal to the difference, if any, between (i) such U.S. Holder’s share of the fair market value of the assets deemed transferred (other than any portion deemed received in respect of such Other Unsecured Claims for accrued but unpaid interest and possibly accrued OID, if any), and (ii) the U.S. Holder’s adjusted tax basis in its Other Unsecured Claims immediately prior to the exchange (other than any tax basis attributable to accrued but unpaid interest and possibly accrued OID). See Section VII.B.4. below – “Character of Gain or Loss.” A U.S. Holder is expected to have ordinary interest income to the extent of any consideration allocable to accrued but unpaid interest not previously included in income. See Section VII.B.3. below – “Distributions in Discharge of Accrued Interest or OID.”

(d) Certain U.S. Holders of Syndicated Facility Deficiency Claims

As discussed above, for U.S. federal income tax purposes, a U.S. Holder of Syndicated Facility Deficiency Claims will be treated as exchanging the debt that gave rise to both such Syndicated Facility Deficiency Claims and such U.S. Holder’s Syndicated Facility Secured Claims in exchange for the total consideration received in respect of such Claims. Subject to the discussion below, such U.S. Holder will generally be subject to the same tax treatment discussed above with respect to the deemed receipt of assets transferred to the Litigation Trust in exchange for a U.S. Holder’s Allowed Other Unsecured Claims, except that the measure of the gain or loss

recognized will equal the difference, if any, between (i) such U.S. Holder's share of the fair market value of the assets deemed transferred and any cash and other consideration received by such U.S. Holder (other than any portion deemed received in respect of such Claims for accrued but unpaid interest and possibly OID, if any), and (ii) the U.S. Holder's adjusted tax basis in its Other Unsecured Claims and Syndicated Facility Secured Claims immediately prior to the exchange (other than any tax basis attributable to accrued but unpaid interest and possibly accrued OID). *See* Section VII.B.4. below – "Character of Gain or Loss."

In the event that any U.S. Holders of Allowed Syndicated Secured Claims receive or are deemed to receive New Equity Interests pursuant to the Plan, such U.S. Holders may be treated as exchanging their Syndicated Facility Secured Claims and their Syndicated Facility Deficiency Claims for New Equity Interests and other consideration (*e.g.*, Litigation Trust Interests) in a transaction qualifying as a "reorganization" within the meaning of section 368(a)(1) of the Tax Code (a "Reorganization"). In such case, a U.S. Holder of a Syndicated Facility Deficiency Claim that receives or is deemed to receive New Equity Interests generally will not recognize loss but will recognize gain (if any) with respect to its Allowed Syndicated Facility Secured Claims and Allowed Syndicated Facility Deficiency Claims to the extent of any consideration received other than New Equity Interests (*e.g.*, Litigation Trust Interests). In addition, such U.S. Holder would have ordinary interest income to the extent of any consideration allocable to accrued but unpaid interest or accrued OID not previously included in income. *See* Section VII.B.3. below – "Distributions in Discharge of Accrued Interest or OID."

The determination of whether the transaction qualifies as a Reorganization is complex and dependent upon a number of factors, including, among other things, the amount or value of Syndicated Facility Secured Claims exchanged or deemed exchanged for New Equity Interests and whether the Syndicated Facility Secured Claims and Syndicated Facility Deficiency Claims constitute "securities" for U.S. federal income tax purposes. U.S. Holders of Allowed Syndicated Facility Deficiency Claims are urged to consult their own tax advisor regarding the potential treatment of the exchange of their Claims as a Reorganization and the resulting U.S. federal income tax consequences of such exchange.

(e) Ownership of Litigation Trust Interest

Each U.S. Holder receiving a Litigation Trust Interest as part of the Plan should be treated as owning a proportionate undivided interest in each of the assets (other than the assets allocable to any disputed ownership fund) of the Litigation Trust to the extent of such U.S. Holder's interest therein (such interest, a U.S. Holder's "Litigation Trust Asset Interest"). Accordingly, each such U.S. Holder should be required to report on its U.S. federal income tax return its share of any income, gain, loss, deduction, or credit recognized or incurred by the Litigation Trust that is allocable to its Litigation Trust Asset Interest and should treat such items as derived from its Litigation Trust Asset Interest and not in satisfaction of the Allowed Other Unsecured Claim for which it received such share. The character of any such items to a beneficiary of the Litigation Trust and the ability of such beneficiary to benefit from any loss, deduction, or credit allocable to its Litigation Trust Asset Interest will depend on the particular circumstances of such beneficiary and the nature of the assets held by the Litigation Trust.

reorganization, commencing 363 sales of the Debtors' assets or converting to cases under chapter 7 of the Bankruptcy Code, pursuant to which a trustee would be appointed or elected to liquidate the Debtors' assets for distribution in accordance with the priorities established by the Bankruptcy Code. See the Valuation Analysis attached hereto as **Exhibit F**, as well as the Liquidation Analysis attached hereto as **Exhibit D**, for a discussion of the effects that a chapter 7 liquidation would have on the recoveries of holders of Claims and Interests. The terms of any alternative restructuring proposal may be less favorable to holders of Claims and Interests against the Debtors than the terms of the Plan as described in this Disclosure Statement.

5. Risks Related to Possible Objections to the Plan

There is a risk that certain parties could oppose and object to either the entirety of the Plan or specific provisions of the Plan. Although the Debtors believe that the Plan complies with all relevant Bankruptcy Code provisions, there can be no guarantee that a party in interest will not file an objection to the Plan or that the Bankruptcy Court will not sustain such an objection.

6. Parties in Interest May Object to the Plan's Classification of Claims and Interests

Section 1122 of the Bankruptcy Code provides that a plan may place a claim or an interest in a particular class only if such claim or interest is substantially similar to the other claims or interests in such class. The Debtors believe that the classification of Claims and Interests under the Plan complies with the requirements set forth in the Bankruptcy Code because the Debtors created Classes of Claims and Interests, each encompassing Claims or Interests, as applicable, that are substantially similar to the other Claims or Interests, as applicable, in each such Class. Nevertheless, there can be no assurance that the Bankruptcy Court will reach the same conclusion.

7. Releases, Injunctions, and Exculpation Provisions May Not be Approved

Article X.6 of the Plan provides for certain releases, injunctions, and exculpations, for Claims and Causes of Action that may otherwise be asserted against the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties, as applicable. The releases, injunctions, and exculpations provided in the Plan, and annexed hereto as **Exhibit G**, are subject to objection by parties in interest and may not be approved. If the releases and exculpations are not approved, certain parties may not be considered Releasing Parties, Released Parties, or Exculpated Parties, and certain Released Parties or Exculpated Parties may withdraw their support for the Plan.

Additional Factors Affecting the Value of Reorganized Debtors

8. Claims Could Be More than Projected

There can be no assurance that the estimated Allowed amount of Claims in certain Classes will not be significantly more than projected, which in turn, could cause the value of distributions to be reduced substantially. Inevitably, some assumptions will not materialize, and unanticipated events and circumstances may affect the ultimate results. Therefore, the actual amount of Allowed Claims may vary materially from the Debtors' projections and feasibility analysis.

Since the Petition Date, the Debtors have sought to negotiate with suppliers, vendors, and other significant contract counterparties, including Inmarsat, to proactively reduce exit costs, discuss the future of their relationship with the Debtors, and address outstanding prepetition claims. Although the Debtors believe they will be able to negotiate consensual agreements with various counterparties, including with Inmarsat, who has asserted approximately \$112.3 million in prepetition claims against the Debtors consisting of \$25.5 million in contractual amounts and \$86.8 million in rejection and other damages, a resolution of and agreed reduction of such prepetition claim amounts cannot be guaranteed. The Debtors are currently negotiating with Inmarsat regarding a transaction that could result in, among other things, the sale of certain assets by the Debtors to Inmarsat and waiver of Inmarsat's claims against the Debtors. The Debtors currently expect to conclude such negotiations and finalize an agreement with Inmarsat by the end of October 2020, however, the Debtors can provide no assurance that such agreement will be reached.

9. Projections and Other Forward-Looking Statements Are Not Assured, and Actual Results May Vary

Certain of the information contained in the Disclosure Statement is, by nature, forward-looking, and contains (i) estimates and assumptions which might ultimately prove to be incorrect and (ii) projections which may be materially different from actual future experiences. There are uncertainties associated with any projections and estimates, and they should not be considered assurances or guarantees of the amount of funds or the amount of Claims in the various Classes that might be allowed.

10. Summary of Risks Associated with the Debtors' Business and Industry

The risks associated with the Debtors' business and industry (certain of which are described in the Debtors' ASIC filings) include, but are not limited to, the following:

- financial targets impacted by continued decline in bandwidth pricing;
- changes in macroeconomic conditions;
- changes in the competitive landscape brought on by continued consolidation in the satellite service industry and entry of non-traditional global conglomerates into the satellite sector;
- competition from a range of new communication services and new technologies;
- geopolitical and strategic risks;
- the loss, or inability to attract, key personnel;
- the Company's ability to effectively and timely integrate its historical acquisitions;

and, accordingly, holders of such Allowed Claims and Interests are not entitled to vote on the Plan, and therefore will not receive a Ballot.

A vote may be disregarded if the Bankruptcy Court determines, pursuant to section 1126(e) of the Bankruptcy Code, that it was not solicited or procured in good faith or in accordance with the provisions of the Bankruptcy Code.

The Bankruptcy Code defines “acceptance” of a plan by a class of: (1) Claims as acceptance by creditors in that class that hold at least two-thirds (2/3) in dollar amount and more than one-half (1/2) in number of the Claims that cast ballots for acceptance or rejection of a plan; and (2) Interests as acceptance by interest holders in that class that hold at least two-thirds (2/3) in amount of the Interests that cast ballots for acceptance or rejection of a plan.

The Claims in the following classes are impaired under the Plan and entitled to vote to accept or reject the Plan:

Class 4A – Unsecured Trade Claims

Class 4B – Other Unsecured Claims

In addition, holders of Syndicated Facility Secured Claims (Class 3) are entitled to vote to accept or reject the Plan.⁹

An Eligible Holder should vote on the Plan by completing a Ballot in accordance with the instructions therein and as set forth above.

All submitted Ballots must be signed by the Eligible Holder (either manually or through the electronic process described above), or any person who has obtained a properly completed Ballot proxy from the Eligible Holder by the Voting Record Date. Unless otherwise ordered by the Bankruptcy Court, Ballots that are signed, dated, and timely received, but on which a vote to accept or reject the Plan has not been indicated, will not be counted. The Debtors, in their sole discretion, may request that the Voting Agent attempt to contact such voters to cure any such defects in the Ballots. Any Ballot marked to both accept and reject the Plan will not be counted. Whenever a holder of Claims casts more than one Ballot voting the same Claim(s) before the Voting Deadline, the last valid Ballot received on or before the Voting Deadline shall be deemed to reflect such creditor’s or equity security holder’s intent, and thus, to supersede any prior Ballot. Following the Voting Deadline, no Ballot may be changed or revoked. An otherwise properly executed Ballot that attempts to partially accept and partially reject the Plan will likewise not be counted.

The Ballots provided to Eligible Holders will reflect the principal amount of such Eligible Holder’s Claim; however, when tabulating votes, the Voting Agent may adjust the amount of

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

could be used to pay holders of Claims in Classes 4A and 4B. ~~Upon~~At the outset of these chapter 11 cases, the Debtors agreed to advise the Original DIP Lenders whether a plan of reorganization or a sale under section 363 of the Bankruptcy Code was the optimal path for maximizing value. Such analysis was delivered on April 30, 2020 and concluded that a plan of reorganization would be more effective than a sale under section 363 of the Bankruptcy Code in maximizing value for all creditors. Based upon this analysis and further consideration of ~~this~~their alternatives, the Debtors believe that a sale of their assets under section 363 of the Bankruptcy Code would yield a significantly lower recovery for holders of Claims than the Plan. Currently, the debtors are not aware of any alternative plans of reorganization that would be confirmable under the requirements of Section 1129 of the Bankruptcy Code.

Liquidation under Chapter 7 of Bankruptcy Code

If no plan can be confirmed, the Chapter 11 Cases may be converted to cases under chapter 7 of the Bankruptcy Code in which a trustee would be elected or appointed to liquidate the assets of the Debtors for distribution to their creditors in accordance with the priorities established by the Bankruptcy Code. The effect that a chapter 7 liquidation would have on the recovery of holders of Allowed Claims and Interests is set forth in the Liquidation Analysis attached hereto as **Exhibit D**.

The Debtors believe that liquidation under chapter 7 would result in smaller distributions to creditors than those provided for in the Plan because of, among other things, the delay resulting from the conversion of the Chapter 11 Cases, the additional administrative expenses associated with the appointment of a trustee and the trustee's retention of professionals who would be required to become familiar with the many legal and factual issues in the Chapter 11 Cases, and the loss in value attributable to an expeditious liquidation of the Debtors' assets as required by chapter 7.

XII. CONCLUSION AND RECOMMENDATION

The Debtors believe the Plan is in the best interests of all stakeholders and urge the holders of Claims in Classes 3, 4A, and 4B to vote in favor of the Plan.

Dated: October ~~10~~19, 2020
Houston, Texas

Respectfully submitted,

SPEEDCAST INTERNATIONAL LIMITED, on
behalf of itself and its undersigned subsidiaries

/s/ Michael Healy_____

Name: Michael Healy
Title: Chief Restructuring Officer

CAPROCK COMMUNICATIONS
(AUSTRALIA) PTY LTD
CAPROCK COMMUNICATIONS PTE. LTD
CAPROCK COMUNICAÇÕES DO BRASIL
LTDA.
CAPROCK PARTICIPAÇÕES DO BRASIL
LTDA.
CAPROCK UK LIMITED
CCI SERVICES CORP.
COSMOS HOLDINGS ACQUISITION CORP.
EVOLUTION COMMUNICATIONS GROUP
LIMITED
GLOBECOMM EUROPE B.V.
GLOBECOMM NETWORK SERVICES
CORPORATION HCT ACQUISITION, LLC
HERMES DATACOMMUNICATIONS
INTERNATIONAL LIMITED
MARITIME COMMUNICATION SERVICES,
INC.
NEWCOM INTERNATIONAL, INC.
OCEANIC BROADBAND SOLUTIONS PTY
LTD
SATELLITE COMMUNICATIONS AUSTRALIA
PTY LTD
SPACELINK SYSTEMS II, LLC
SPACELINK SYSTEMS, LLC
SPEEDCAST AMERICAS, INC.
SPEEDCAST AUSTRALIA PTY LIMITED
SPEEDCAST CANADA LIMITED
SPEEDCAST COMMUNICATIONS, INC.
SPEEDCAST CYPRUS LTD.
SPEEDCAST FRANCE SAS
SPEEDCAST GROUP HOLDINGS PTY LTD
SPEEDCAST LIMITED

Exhibit B

Redline of Changed Pages of the Plan

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

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

**JOINT CHAPTER 11 PLAN OF
SPEEDCAST INTERNATIONAL LIMITED AND ITS DEBTOR AFFILIATES**

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*Counsel for the Debtors
and Debtors in Possession*

Dated: October ~~10~~19, 2020
Houston, Texas

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

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

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

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

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

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

[CACIB means Credit Agricole Corporate and Investment Bank.](#)

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

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

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

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

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

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

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

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

IRS means the Internal Revenue Service.

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

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

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

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

Litigation Trust Beneficiaries means the holders of Litigation Trust Interests.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

indemnification obligations described therein. On the Effective Date, in full and final satisfaction, settlement, release, and discharge of, and in exchange for each Allowed DIP Claim, each such Allowed DIP Claim shall be paid in full in Cash by the Debtors.

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

2.5 *CACIB Claim.*

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

ARTICLE III. **CLASSIFICATION OF CLAIMS AND INTERESTS.**

3.1 *Classification in General.*

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

3.2 *Formation of Debtor Groups for Convenience Only.*

This Plan groups the Debtors together solely for the purpose of describing treatment under this Plan, confirmation of this Plan, and making Plan Distributions in respect of Claims against and Interests in the Debtors under this Plan. Such groupings shall not affect any Debtor's status as a separate legal entity, change the organizational structure of the Debtors' business enterprise, constitute a change of control of any Debtor for any purpose, cause a merger or consolidation of any legal entities, or cause the transfer of any Assets. Except as otherwise provided or permitted under this Plan, this Plan is not premised upon and shall not cause the substantive consolidation of the Debtors or any non-Debtor affiliate, and, all Debtors shall continue to exist as separate legal entities unless otherwise contemplated in the Corporate Restructuring.

3.3 *Summary of Classification of Claims and Interests.*

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

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

3.4 *Special Provisions Concerning Unimpaired Claims.*

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

3.5 *Separate Classification of Other Secured Claims.*

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

3.6 *Elimination of Vacant Classes.*

Any Class that, as of the commencement of the Confirmation Hearing, does not have at least one holder of a Claim or Interest that is Allowed in an amount greater than zero for

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

voting purposes shall be considered vacant, deemed eliminated from this Plan for purposes of voting to accept or reject this Plan, and disregarded for purposes of determining whether this Plan satisfies section 1129(a)(8) of the Bankruptcy Code with respect to such Class. Any Claim or Interest in a Class that is considered vacant under this Plan shall receive no Plan Distribution.

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

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

3.8 *Voting; Presumptions; Solicitation*

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

(b) Deemed Acceptance by Unimpaired Classes. Holders of Claims or Interests in Classes 1, 2, ~~3,~~ 5, and, to the extent holders of Interests in Class 8 are Unimpaired by the Plan, Class 8 are conclusively deemed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Accordingly, such holders are not entitled to vote to accept or reject this Plan.

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

3.9 *Cramdown.*

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

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

Secured Claims are conclusively presumed to accept this Plan and are not entitled to vote to accept or reject this Plan, and the votes of such holders will not be solicited with respect to such Allowed Other Secured Claims.

4.3 Class 3: Syndicated Facility Secured Claims.

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

(b) Impairment and Voting: Allowed Syndicated Facility Secured Claims are Unimpaired. ~~In accordance with section 1126(f) of the Bankruptcy Code, the Court. Accordingly, holders of Allowed Syndicated Facility Secured Claims are conclusively presumed to accept this Plan and are not entitled to vote to accept or reject on this Plan, and the votes of such holders will not be solicited with respect to such Allowed Syndicated Facility Secured Claims.~~ The Debtors are soliciting votes to accept or reject the Plan from holders of Syndicated Facility Secured Claims to the extent Class 3 is determined to be Impaired under the Plan by the Bankruptcy Code, the Court.

4.4 Class 4A: Unsecured Trade Claims.

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

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

4.5 Class 4B: Other Unsecured Claims

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

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

LOAN DOCUMENTS, THE PLAN SPONSOR AGREEMENT, THE EQUITY COMMITMENT AGREEMENT, THE DIRECT INVESTMENT, THE FORBEARANCE AGREEMENT, THE AMENDED ORGANIZATIONAL DOCUMENTS, THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS OR THE REORGANIZED DEBTORS, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN ANY DEBTOR AND ANY RELEASED PARTY, THE RESTRUCTURING OF CLAIMS AND INTERESTS BEFORE OR DURING THE CHAPTER 11 CASES, THE PLAN, THE DISCLOSURE STATEMENT, THE PLAN DOCUMENTS AND THE DOCUMENTS IN THE PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS, OR OTHER DOCUMENTS RELATING THERETO, AND THE NEGOTIATION, FORMULATION, PREPARATION OR CONSUMMATION OF ANY DOCUMENTS OR TRANSACTIONS IN CONNECTION WITH ANY OF THE FOREGOING, THE SOLICITATION OF VOTES WITH RESPECT TO THE PLAN, IN ALL CASES BASED UPON ANY ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASES SET FORTH ABOVE DO NOT RELEASE ANY OBLIGATIONS ARISING AFTER EFFECTIVE DATE OF ANY PARTY OR ENTITY UNDER THE PLAN, ANY RESTRUCTURING TRANSACTION, OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THOSE SET FORTH IN THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THE PLAN, INCLUDING THE ASSUMPTION OF THE INDEMNIFICATION PROVISIONS AS SET FORTH IN THE PLAN. FURTHERMORE, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, NOTHING IN THIS PROVISION SHALL, NOR SHALL IT BE DEEMED TO, RELEASE ANY RELEASED PARTY FROM ANY CLAIMS OR CAUSES OF ACTION THAT ARE FOUND, PURSUANT TO A FINAL ORDER, TO BE THE RESULT OF SUCH RELEASED PARTY'S GROSS NEGLIGENCE, ACTUAL FRAUD, OR WILLFUL MISCONDUCT.

ENTRY OF THE CONFIRMATION ORDER BY THE BANKRUPTCY COURT SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE RELEASES IN THIS SECTION 10.6(a) OF THE PLAN (the "DEBTOR RELEASES"), WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS UNDER THE PLAN, AND FURTHER, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE DEBTOR RELEASES ARE: (I) IN EXCHANGE FOR THE GOOD, VALUABLE AND ADEQUATE CONSIDERATION PROVIDED BY THE RELEASED PARTIES, (II) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE RELEASED CLAIMS RELEASED BY THE DEBTORS, THE REORGANIZED DEBTORS AND THE ESTATES, (III) IN THE BEST INTERESTS OF THE DEBTORS, THE ESTATES AND ALL HOLDERS OF CLAIMS AND INTERESTS, (IV) FAIR, EQUITABLE AND REASONABLE, (V) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING, AND (VI) A BAR TO ANY OF THE DEBTORS,

Exhibit C

Redline of Changed Pages of Liquidation Analysis

Speedcast International Limited, et al. Estimated Liquidation Recovery by Entity (\$ in 000s)	Superpriority Administrative Claims			Other Administrative Claims			Prepetition Credit Facility		
	Recovery Percentage			Recovery Percentage			Recovery Percentage		
	Amount	High	Low	Amount	High	Low	Amount	High	Low
CapRock Communications (Australia) Pty Ltd	\$ 247,966	0%	0%	\$ 54	-	-	\$ 633,907	-	-
CapRock Communications Pte. Ltd.	247,966	0%	0%	169	-	-	633,907	-	-
CapRock Comunicações do Brasil Ltda.	247,966	1%	1%	2,116	-	-	633,907	-	-
CapRock Participações do Brasil Ltda.	247,966	0%	0%	129	-	-	633,907	-	-
CapRock UK Limited	247,966	3%	2%	3,910	-	-	633,907	-	-
CCI Services Corp.	247,966	1%	1%	324	-	-	633,907	-	-
Cosmos Holdings Acquisition Corp.	247,966	-	-	-	-	-	633,907	-	-
Evolution Communications Group Limited	247,966	0%	0%	915	-	-	-	-	-
Globecomm Europe B.V.	247,966	1%	1%	2,752	-	-	-	-	-
Globecomm Network Services Corporation	247,966	3%	2%	2,581	-	-	633,907	-	-
HCT Acquisition, LLC	247,966	-	-	-	-	-	633,907	-	-
Hermes Datacommunications International Limited	247,966	2%	2%	447	-	-	633,907	-	-
Maritime Communication Services, Inc.	247,966	5%	4%	862	-	-	633,907	-	-
NewCom International, Inc.	247,966	2%	1%	868	-	-	-	-	-
Oceanic Broadband Solutions Pty Ltd	247,966	2%	2%	964	-	-	633,907	-	-
Satellite Communications Australia Pty Ltd	247,966	0%	0%	-	-	-	633,907	-	-
SpaceLink Systems II, LLC	247,966	0%	0%	-	-	-	633,907	-	-
SpaceLink Systems, LLC	247,966	0%	-	-	-	-	633,907	-	-
SpeedCast Americas, Inc.	247,966	39%	31%	521	-	-	633,907	-	-
SpeedCast Australia Pty Limited	247,966	4%	3%	1,541	-	-	633,907	-	-
Speedcast Canada Limited	247,966	0%	0%	161	-	-	-	-	-
SpeedCast Communications, Inc.	247,966	6%	4%	21,843	-	-	633,907	-	-
Speedcast Cyprus Ltd.	247,966	3%	2%	2,348	-	-	-	-	-
SpeedCast France SAS	247,966	0%	0%	139	-	-	-	-	-
SpeedCast Group Holdings Pty Ltd	247,966	0%	0%	-	-	-	633,907	-	-
SpeedCast International Limited	247,966	1%	1%	6,281	-	-	633,907	-	-
SpeedCast Limited	247,966	1%	1%	13,017	-	-	633,907	-	-
SpeedCast Managed Services Pty Limited	247,966	0%	-	8,036	-	-	633,907	-	-
SpeedCast Netherlands B.V.	247,966	1%	1%	1,048	-	-	-	-	-
SpeedCast Norway AS	247,966	1%	1%	1,232	-	-	633,907	-	-
SpeedCast Singapore Pte. Ltd.	247,966	1%	1%	623	-	-	633,907	-	-
SpeedCast UK Holdings Limited	247,966	0%	0%	-	-	-	633,907	-	-
Telaurus Communications LLC	247,966	1%	1%	408	-	-	633,907	-	-

Note: Liquidation Analysis indicates there is insufficient value available to repay Superpriority Administrative Claims in full. As a result, there is no recovery projected for Other Administrative Claims, Prepetition Credit Facility, or unsecured claims.

Exhibit D

Redline of Changed Pages of Plan Release Provisions

SUCCESSORS, ASSIGNS, MANAGERS, ACCOUNTANTS, ATTORNEYS, REPRESENTATIVES, CONSULTANTS, AGENTS, AND ANY OTHER PERSONS CLAIMING UNDER OR THROUGH THEM WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST OR OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THE REORGANIZED DEBTORS, OR THEIR ESTATES, THE CHAPTER 11 CASES, THE RESTRUCTURING, THE DIP DOCUMENTS, THE SFA LOAN DOCUMENTS, THE EQUITY COMMITMENT AGREEMENT, THE DIRECT INVESTMENT, THE FORBEARANCE AGREEMENT, THE AMENDED ORGANIZATIONAL DOCUMENTS, THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS OR THE REORGANIZED DEBTORS, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS OR INTERACTIONS BETWEEN ANY DEBTOR AND ANY RELEASED PARTY, THE RESTRUCTURING, THE RESTRUCTURING OF ANY CLAIMS OR INTERESTS BEFORE OR DURING THE CHAPTER 11 CASES, THE PLAN, THE DISCLOSURE STATEMENT, THE PLAN SPONSOR AGREEMENT, THE PLAN DOCUMENTS AND THE DOCUMENTS IN THE PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS, OR OTHER DOCUMENTS RELATING THERETO, AND THE NEGOTIATION, FORMULATION, PREPARATION OR CONSUMMATION OF ANY DOCUMENTS OR TRANSACTIONS IN CONNECTION WITH ANY OF THE FOREGOING, OR THE SOLICITATION OF VOTES WITH RESPECT TO THE PLAN, IN ALL CASES BASED UPON ANY ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCES TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASES SET FORTH ABOVE DO NOT RELEASE ANY OBLIGATIONS ARISING AFTER EFFECTIVE DATE OF ANY PARTY OR ENTITY UNDER THE PLAN, ANY RESTRUCTURING TRANSACTION, OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THOSE SET FORTH IN THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THE PLAN, INCLUDING THE ASSUMPTION OF THE INDEMNIFICATION PROVISIONS AS SET FORTH IN THE PLAN. FURTHERMORE, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, NOTHING IN THIS PROVISION SHALL, NOR SHALL IT BE DEEMED TO, RELEASE ANY RELEASED PARTY FROM ANY CLAIMS OR CAUSES OF ACTION THAT ARE FOUND, PURSUANT TO A FINAL ORDER, TO BE THE RESULT OF SUCH RELEASED PARTY'S GROSS NEGLIGENCE, ACTUAL FRAUD, OR WILLFUL MISCONDUCT.

ENTRY OF THE CONFIRMATION ORDER BY THE BANKRUPTCY COURT SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE RELEASES IN SECTION 10.7 OF THE PLAN (THE "THIRD-PARTY RELEASE"), WHICH INCLUDES, BY REFERENCE, EACH OF THE RELATED PROVISIONS AND DEFINITIONS UNDER

Exhibit E

Redline of Plan Sponsor Solicitation Procedures

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

<p>In re:</p> <p>SPEEDCAST INTERNATIONAL LIMITED, et al.,</p> <p style="text-align: center;">Debtors.¹</p>	§ § § § § § § § §	<p>Chapter 11</p> <p>Case No. 20-32243 (MI)</p> <p>(Jointly Administered)</p>
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PLAN SPONSOR SELECTION PROCEDURES

SpeedCast International Limited, a company registered in Victoria, Australia (“**Speedcast**”), and its subsidiary debtors and debtors-in-possession in the above-captioned chapter 11 cases (collectively, and together with Speedcast, the “**Debtors**”) have executed an *Amended and Restated Equity Commitment Agreement* with certain affiliates of Centerbridge Partners, L.P. (collectively, the “**Initial Plan Sponsor**,” and, Centerbridge Partners, L.P. and its affiliates, “**Centerbridge**”) (whose affiliates are also among the lenders under the Syndicated Facility Agreement (as defined below)), dated as of October 10, 2020 (together with all exhibits, schedules, and attachments thereto, and as may be amended, supplemented, or otherwise modified from time to time, the “**Initial Plan Sponsor Agreement**”), pursuant to which, among other things, the Initial Plan Sponsor has committed to make a new-money equity investment for 100% of the equity interests in a newly formed parent entity (the “**New Speedcast Equity Interests**”) of the Debtors and their non-Debtor affiliates pursuant to a chapter 11 plan on the terms set forth in the proposed *Joint Chapter 11 Plan of SpeedCast International Limited and its Debtor Affiliates* (Docket No. []) (as may be further amended, modified, or supplemented pursuant to the terms thereof, the “**Plan**”). The equity investment and plan sponsor transaction contemplated by the Initial Plan Sponsor Agreement is referred to herein as the “**Initial Plan Sponsor Transaction**.”

The process (the “**Plan Sponsor Selection Process**”) and procedures set forth herein (the “**Plan Sponsor Selection Procedures**”) have been approved by the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”) in connection with the chapter 11 cases for the Debtors pursuant to the *Order (i) Scheduling Combined Hearing on (a) Adequacy of Disclosure Statement and (b) Confirmation of Plan; (ii) Conditionally Approving Disclosure Statement; (iii) Approving Solicitation Procedures and Form and Manner of Notice of Combined Hearing and Objection Deadline; (iv) Fixing Deadline to Object to*

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

Disclosure Statement and Plan; (v) Approving Notice and Objection Procedures for the Assumption of Executory Contracts and Unexpired Leases; (vi) Approving Plan Sponsor Selection Procedures; and (viii) Granting Related Relief (Docket No. []) (the “Plan Procedures Order”).

On October [F-10](#), 2020, the Debtors, filed with the Bankruptcy Court the *Emergency Motion of Debtors for Entry of an Order (i) Scheduling Combined Hearing on (a) Adequacy of Disclosure Statement and (b) Confirmation of Plan; (ii) Conditionally Approving Disclosure Statement; (iii) Approving Solicitation Procedures and Form and Manner of Notice of Combined Hearing and Objection Deadline; (iv) Fixing Deadline to Object to Disclosure Statement and Plan; (v) Approving Notice and Objection Procedures for the Assumption of Executory Contracts and Unexpired Leases; (vi) Approving Plan Sponsor Selection Procedures; and (viii) Granting Related Relief (Docket No. [F-811](#)) (the “Motion”),² seeking, among other things, approval of the Plan Sponsor Selection Procedures for soliciting proposals for the purchase of 100% of the New Speedcast Equity Interests pursuant to a chapter 11 plan (the “Plan Sponsor Transaction”).³*

If the Debtors receive one or more Qualified Plan Sponsor Proposals (as defined below) other than the Initial Plan Sponsor Transaction, the Debtors will implement a procedure for the ultimate selection of the Plan Sponsor (as defined below) among such Qualified Plan Sponsor Proposals, in accordance with these Plan Sponsor Selection Procedures.

The Debtors reserve the right, subject to the exercise of their reasonable business judgment, and in consultation with the Consultation Parties (as defined herein), to modify or terminate these Plan Sponsor Selection Procedures, to waive terms and conditions set forth herein, to extend any of the deadlines or other dates set forth herein, and/or terminate discussions with any and all Prospective Plan Sponsors (as defined herein) at any time and without specifying the reasons therefor, in each case, to the extent not in any material respect inconsistent with the Plan Procedures Order.

I. Description of Plan Sponsor Selection Procedures

The Debtors are seeking to reorganize through the issuance of New Speedcast Equity Interests pursuant to the Plan.

Any party or, with the consent of the Debtors (following the Debtors’ consultation with the Consultation Parties, and not to be unreasonably withheld, conditioned, or delayed), group of parties, subject to the execution of a confidentiality agreement satisfactory to the Debtors, and satisfaction of the preconditions set forth below, may submit a proposal to become the plan sponsor and to acquire the New Speedcast Equity Interests (each such proposal, a “Plan Sponsor

² All capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Motion and the Plan Procedures Order.

³ The term “Transaction,” as used in these Plan Sponsor Selection Procedures, refers to a Plan Sponsor Transaction.

Proposal”). Any party, whether submitting a Plan Sponsor Proposal as an individual party or with a group of parties, may only submit one Plan Sponsor Proposal.

Any party interested in submitting a Plan Sponsor Proposal should contact the Debtors’ investment banker, Moelis Australia Advisory Pty Ltd and Moelis & Company LLC (Attn: Paul Rathborne (paul.rathborne@moelisaustralia.com), and Adam Waldman (adam.waldman@moelis.com)) (collectively, “**Moelis**”) as set forth below.

II. Important Dates and Deadlines

October 23, 2020, at 4:00 p.m. (prevailing Central Time)	Deadline to submit Non-Binding Indications of Interest
November 13, 2020, at 4:00 p.m. (prevailing Central Time)	Deadline for all Plan Sponsor Proposals to be Submitted
November 15, 2020, at 8:00 p.m. (prevailing Central Time)	Deadline for Debtors to notify Prospective Plan Sponsors of their status as Qualified Plan Sponsors
November 17, 2020, at 10:00 a.m. (prevailing Central Time)	Debtors shall conduct the Final Selection Process
November 20, 2020, at 4:00 p.m. (prevailing Central Time)	Deadline for Debtors to file with the Bankruptcy Court the Notice of Designation of Plan Sponsor
November 30, 2020, at 4:00 p.m. (prevailing Central Time)	Deadline for Objections
December 10, 2020	Date of Confirmation Hearing to consider approval of the proposed Plan

III. Noticing

A. Consultation Parties

As noted herein, or as otherwise necessary or appropriate in the judgment of the Debtors, where these Plan Sponsor Selection Procedures require the Debtors and their advisors to consult with the official committee of unsecured creditors appointed in the Debtors’ chapter 11 cases (the “**Consultation Parties**”), the Debtors and their advisors will consult with the Consultation Parties in good faith.

For the avoidance of doubt, the consultation rights afforded to the Consultation Parties by these Plan Sponsor Selection Procedures shall (x) not limit the Debtors’ discretion in the exercise of the Debtors’ reasonable business judgment and (y) be subject to the terms of the Plan Sponsor Selection Procedures and the Plan Procedures Order.

B. Submission Parties

Non-Binding Indications of Interest and Plan Sponsor Proposals, each as applicable, must be submitted by email to the Debtors’ investment banker, Moelis: (Attn: Paul Rathborne (paul.rathborne@moelisaustralia.com), Adam Waldman (adam.waldman@moelis.com)) (the “**Submission Parties**”) as set forth below.

No Non-Binding Indications of Interest or Plan Sponsor Proposals shall be submitted to or shared with any director, officer, or other insider of the Debtors that is a Prospective Plan Sponsor, a Qualified Plan Sponsor, or is participating or investing in a Plan Sponsor Proposal, except to the extent such Plan Sponsor Proposal is shared with all Qualified Plan Sponsors or as otherwise provided herein.

C. Transaction Notice Parties

The “**Transaction Notice Parties**” shall include the following persons and entities:

- i. the Consultation Parties;
- ii. all persons and entities known by the Debtors to have expressed an interest to the Debtors in a transaction to acquire the Debtors’ business or assets during the past twelve (12) months;
- iii. the Office of the United States Trustee for the Southern District of Texas;
- iv. all of the persons and entities entitled to notice pursuant to Rule 2002 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”); and
- v. all other persons and entities as directed by the Bankruptcy Court.

D. Objection Recipients

Any Objections (as defined below) shall be filed with the Bankruptcy Court and served on the Debtors, the Consultation Parties and the Initial Plan Sponsor (collectively, the “**Objection Recipients**”) by no later than **November 30, 2020 at 4:00 p.m. (prevailing Central Time)**.

IV. Access to Debtors’ Diligence Materials

To receive access to due diligence materials and to participate in the Plan Sponsor Selection Process, an interested party (a “**Prospective Plan Sponsor**”) must first execute a confidentiality agreement, in form and substance satisfactory to the Debtors.

The SFA Lenders⁴ and DIP Lenders that agreed to receive information from the Debtors subject to the confidentiality provisions set forth in the Syndicated Facility Agreement or the DIP Credit Agreement without any requirement that such information be publicly disclosed or posted to lender datasites shall be permitted to continue to access due diligence on that basis, including for purposes of conducting due diligence in connection with submitting a Plan Sponsor Proposal, without the need to execute a further confidentiality agreement (a “**Diligence Lender**”); *provided*, that to the extent such Diligence Lender notifies the Debtors that it may participate in the Plan Sponsor Selection Process through the submission of a joint Plan Sponsor Proposal, the Debtors may require such Diligence Lender to execute an additional confidentiality agreement or information sharing procedures reasonably satisfactory to the Debtors (and any other person joining in the submission of such joint Plan Sponsor Proposal shall be required to execute a confidentiality agreement in form and substance satisfactory to the Debtors).

A. Phase 1 Diligence

A party (or parties) that delivers an executed confidentiality agreement satisfactory to the Debtors or that is a Diligence Lender shall be a “**Diligence Party**.”

Each Diligence Party that wishes to conduct due diligence will be granted access to confidential information, which will primarily be provided through a data room (the “**Data Room**”) containing confidential electronic data, including a confidential information memorandum and select historical financial data for Speedcast as well as a schedule of the Company’s estimated emergence costs (the “**Schedule of Emergence Costs**,” and such diligence, collectively, the “**Phase 1 Diligence**”).

The Debtors will require Diligence Parties who, in the Debtors’ reasonable judgment, are actual or potential competitors of the Debtors, to establish a “clean team” and execute a clean team agreement, in form and substance acceptable to the Debtors, prior to such Diligence Parties and/or their professionals being granted access to unredacted versions of any documents. In the event that the Debtors and any such Diligence Party are unable to resolve issues relating to confidentiality during Phase 1 Diligence, the Debtors and such Diligence Party shall consult with the Consultation Parties: and, if such issues are not satisfactorily resolved, either the Debtors or the Diligence Party may seek relief from the Bankruptcy Court.

⁴ “**SFA Lenders**” means the lenders party to the certain Syndicated Facility Agreement.

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

“**DIP Lenders**” means the lenders from time to time party to the DIP Credit Agreement, including by means of any joinder to the DIP Credit Agreement.

“**DIP Credit Agreement**” means that certain Senior Secured Superpriority Debtor-in-Possession Term Loan Credit Agreement, dated as of September 30, 2020 by and among SpeedCast International Limited, SpeedCast Communications, Inc., the lenders named therein, and Belward Holdings LLC, or its successor, in its capacity as administrative agent, collateral agent and security trustee (the “**DIP Agent**”), as the same may be amended, restated, supplemented, refinanced, replaced, or otherwise modified from time to time in accordance with the terms thereof and the Final DIP Order.

B. Phase 2 Diligence

At the discretion of the Debtors in consultation with the Consultation Parties, following a submission of a Non-Binding Indication of Interest as set forth below, a Diligence Party may (subject to Section IV.C) be granted access to additional information in the Data Room including, but not limited to: (i) detailed information on the Debtors' proposed business transformation plans; (ii) redacted customer and supplier information; (iii) historical and forecast divisional financials; (iv) material contracts (redacted, as necessary); (v) a summary of relevant financing arrangements; (vi) the Initial Plan Sponsor Agreement; (vii) relevant legal, regulatory, management and operational information; and (viii) a management presentation (such diligence, collectively, the "**Phase 2 Diligence**").

C. Phase 3 Diligence

Following selection as the Plan Sponsor, the Successful Plan Sponsor will be provided a 48-hour period in which to review sensitive, material, customer or supplier contract terms that were redacted during Phase 1 Diligence and Phase 2 Diligence (such diligence, the "**Phase 3 Diligence**") and confirm its Successful Plan Sponsor Proposal.

Notwithstanding the foregoing, other than with respect to a Diligence Lender, the SFA Agent⁵ or the DIP Agent, the Debtors, in their reasonable business judgment and in consultation with the Consultation Parties, reserve the right to withhold any diligence materials that the Debtors determine (in their reasonable business judgment and in consultation with the Consultation Parties) are sensitive or otherwise not appropriate for disclosure to a Diligence Party that the Debtors determine (in their reasonable business judgment and in consultation with the Consultation Parties) is a competitor of the Debtors or is affiliated with any competitor of the Debtors (except pursuant to "clean team" or other information sharing procedures reasonably satisfactory to the Debtors), or otherwise to comply with applicable law or confidentiality provisions in third party contracts; *provided*, that the Debtors may decline to provide such information to a Diligence Party who, at such time and in the Debtors' reasonable business judgment, in consultation with the Consultation Parties, has not established, or who has raised doubt, that such Diligence Party intends in good faith to, or will have the capacity to, consummate a Plan Sponsor Transaction. Neither the Debtors nor their representatives shall be obligated to furnish information of any kind whatsoever to any person that is not determined to be a Diligence Party.

All due diligence requests shall be directed to the Debtors' investment banker, Moelis (Attn: Drew Konopasek (Drew.Konopasek@moelis.com) and Alex Danieli (Alex.Danieli@moelisaustralia.com)).

V. Plan Sponsor Qualifications

⁵ "**SFA Agent**" means Black Diamond Commercial Finance, L.L.C., in its capacity as administrative agent, collateral agent and security trustee under the Syndicated Facility Agreement, and together with any of its successors in such capacity.

A Prospective Plan Sponsor that desires to participate in the Plan Sponsor Selection Process must be determined by the Debtors, in consultation with the Consultation Parties, to satisfy the eligibility requirements in Section V.C., below.

A. Non-Binding Indications of Interest

Parties interested in participating in the Plan Sponsor Selection Process, other than the Initial Plan Sponsor, must submit an indication of interest to the Debtors by **October 23, 2020 at 4:00 p.m. (prevailing Central Time)** in writing expressing their proposed terms for a Qualified Plan Sponsor Proposal (as defined below) (a “**Non-Binding Indication of Interest**”). Non-Binding Indications of Interest should be sent to Moelis, as set forth in Section I hereof.

A Non-Binding Indication of Interest should include:

1. the identity of the Prospective Plan Sponsor(s);
2. a preliminary indication of the amount and type of value for the purchase of the New Speedcast Equity Interests;
3. a description of the expected operational role of the current Speedcast management team and employees following the Transaction, including, but not limited to, level of integration if appropriate;
4. a statement regarding the level of review and, if necessary, approval that the Plan Sponsor Proposal has received within each Prospective Plan Sponsor(s) organization and any remaining internal approvals required to consummate the Transaction;
5. a list of any corporate, shareholder, regulatory or other approvals required to complete the Transaction and the timing to obtain such approvals.
6. a detailed description of the intended sources of financing for the Transaction, including intended capital structure, amount of debt financing, equity contribution and any contingencies thereto, as well as an indication of the timing and steps required to secure such financing;
7. a detailed description of the specific due diligence issues that must be resolved and any additional information that will be required in order to submit a Qualified Plan Sponsor Proposal;
8. a statement of any material conditions or assumptions made in reaching the preliminary indication of value for the New Speedcast Equity Interests;
9. any other material terms to be included in a Plan Sponsor Proposal by such Prospective Plan Sponsor(s); and
10. a list of advisors and contacts for the Prospective Plan Sponsor(s).

Submitting a Non-Binding Indication of Interest by the deadline set forth herein does not obligate the interested party to consummate a transaction, submit a Plan Sponsor Proposal or to participate further in the Plan Sponsor Selection Process. It also does not exempt such party from having to submit a Qualified Plan Sponsor Proposal by the Submission Deadline (as defined below) or comply with these Plan Sponsor Selection Procedures.

The Debtors shall provide copies of any Non-Binding Indications of Interest received by the Debtors as soon as practicable, but no later than the earlier of one (1) business day or three (3) calendar days after receipt thereof, to the Consultation Parties.

The Debtors will determine in their full discretion, but in consultation with the Consultation Parties, whether a Non-Binding Indication of Interest has met the requirements to allow a Prospective Plan Sponsor to progress to Phase 2 Diligence.

B. Binding Submission Deadline

Any Prospective Plan Sponsor, other than the Initial Plan Sponsor, that desires to have a Plan Sponsor Proposal considered by the Debtors must submit an executed Plan Sponsor Proposal on or before **November 13, 2020, at 4:00 p.m. (prevailing Central Time)** (the “**Submission Deadline**”) in writing to the Submission Parties.

The Debtors, after consulting with the Consultation Parties, may extend the Submission Deadline for any reason whatsoever, in their reasonable business judgment, for all Prospective Plan Sponsors.

The Debtors shall provide copies of any Plan Sponsor Proposal received by the Debtors as soon as practicable, but no later than the calendar day after receipt thereof, to the Consultation Parties.

C. Qualified Plan Sponsor Proposal Requirements

Other than as described in Section V.D., to qualify as a “**Qualified Plan Sponsor Proposal**,” a Plan Sponsor Proposal must (i) be in writing; (ii) include a cover letter confirming that the Prospective Plan Sponsor has satisfied each of the requirements in this Section V.C., entitled “Qualified Plan Sponsor Proposal Requirements”; (iii) include the required information set forth below, presented in the order provided herein; and (iv) be determined by the Debtors, in their reasonable business judgment and in consultation with the Consultation Parties, to satisfy the following requirements:

1. Identification of Plan Sponsor. A Qualified Plan Sponsor must fully disclose the legal identity of each person or entity participating in such Plan Sponsor Proposal (including any equity holders or other financing sources, if the Prospective Plan Sponsor is an entity formed for the purpose of submitting or consummating a Plan Sponsor Proposal) and, in the case of any joint Plan Sponsor Proposal, the nature of any economic arrangements between or among such participants. A Qualified Plan Sponsor must also disclose any connections or agreements with the

Debtors, any other known Prospective Plan Sponsor(s) or Qualified Plan Sponsor(s), and/or any current or former officer or director of the foregoing.

2. Transaction Structure. A Qualified Plan Sponsor Proposal must be structured as a Plan Sponsor Transaction, and the Qualified Plan Sponsor Proposal must include a description of the pro forma capital structure, including any debt or equity financing. The Prospective Plan Sponsor must provide a reasonable basis for the Debtors, in consultation with the Consultation Parties, to make a determination of confirmability.
3. Higher or Better Terms. Each Qualified Plan Sponsor Proposal must be on terms that, in the Debtors' reasonable business judgment and in consultation with the Consultation Parties, are higher or better than the terms of the Initial Plan Sponsor Transaction including, for the avoidance of doubt, by offering aggregate consideration (the aggregate consideration offered by any Qualified Plan Sponsor Proposal, the "**Aggregate Consideration**") for the New Speedcast Equity Interests in the amount of at least \$505,000,000. Except as described in section V.C.5 below, the Aggregate Consideration must be offered entirely in cash.
4. Cash Consideration Requirement. Solely with respect to a Plan Sponsor Proposal made by any Prospective Plan Sponsor that includes Non-Cash Consideration pursuant to (and as defined in) section V.C.5 below, the cash portion of the Aggregate Consideration must be not less than \$350,000,000 (the "**Required Base Cash Amount**") and shall be designated to fund (i) the repayment in full of all obligations under the DIP Credit Agreement, (ii) the Trade Claim Cash Amount (as defined in the Plan), (iii) the Litigation Trust Cash Amount (as defined in the Plan) and (iv) the other uses identified on the Schedule of Emergence Costs.
5. Cashless Value. As an accommodation, any Qualified Plan Sponsor entitled to direct the SFA Agent under the Syndicated Facility Agreement may offer as part of its Plan Sponsor Proposal, non-cash value in the form, and in an aggregate amount not to exceed the amount, of Allowed Syndicated Facility Claims (as defined in the Plan) (the amount of such Allowed Syndicated Facility Claims offered in such Plan Sponsor Proposal, the "**Non-Cash Consideration**"); *provided, that* (x) the cash portion of the Aggregate Consideration in any such Plan Sponsor Proposal must be no less than the Required Base Cash Amount, (y) such Plan Sponsor Proposal shall otherwise satisfy all requirements of a Qualified Plan Sponsor Proposal, and (z) concurrently with and as a condition precedent to consummation of the Transaction, in addition to any cash component of the Aggregate Consideration payable by such Qualified Plan Sponsor, such Qualified Plan Sponsor must pay (and the Plan requires that it pay) to each other SFA Lender (other than any SFA Lender that waives

its right to receive such amounts in writing delivered to the Debtors) cash in an amount equal such SFA Lender's Pro Rata Share of the Non-Cash Consideration (as defined below) (the amount of any such payment obligation to SFA Lenders pursuant to this clause (z), the "**Specified Cash Amount**"). "**Pro Rata Share of the Non-Cash Consideration**" means, with respect to any SFA Lender, a percentage equal to such SFA Lender's Pro Rata (as defined in the Plan) share of the Allowed Syndicated Facility Claims (as defined in the Plan), determined without regard to any Letters of Credit (as defined in the Plan) constituting Allowed Syndicated Facility Claims (as defined in the Plan).⁶

6. Good-Faith Deposit. A Qualified Plan Sponsor Proposal must be accompanied by a good-faith deposit in the form of cash in an amount equal to ten percent (10%) of the sum of (x) the cash portion of the Aggregate Consideration and (y) the Specified Cash Amount (a "**Good-Faith Deposit**"). Good-Faith Deposits shall be deposited prior to the Submission Deadline with the Debtors. A Qualified Plan Sponsor's Good-Faith Deposit shall be held in escrow by the Debtors until no later than five (5) business days after the Plan Sponsor Selection Date (as defined below) (except for the Good-Faith Deposits of the Successful Plan Sponsor(s) and Back-Up Plan Sponsor(s) (if any)), and thereafter returned to the respective parties in accordance with the provisions of these Plan Sponsor Selection Procedures.

To the extent that a Plan Sponsor Proposal is modified at or prior to the Final Selection Process, the Prospective Plan Sponsor must adjust its Good-Faith Deposit so that it equals ten percent (10%) of the amounts described above as so modified in no event later than one (1) business day following the conclusion of the Final Selection Process. For the avoidance of doubt, the Initial Plan Sponsor shall not be required to submit a Good-Faith Deposit in connection with the Initial Plan Sponsor Transaction or any update thereto.

7. Conditions to Closing. A Qualified Plan Sponsor Proposal must identify with particularity each condition to closing.
8. Contingencies. No Qualified Plan Sponsor Proposal may be conditioned on (i) obtaining financing, (ii) any internal approval, (iii) the outcome or review of unperformed due diligence, or (iv) regulatory contingencies, except as provided under "Required Approvals."

⁶ As an illustrative example, if any Qualified Plan Sponsor includes Non-Cash Consideration of \$155,000,000 in its Plan Sponsor Proposal, immediately upon consummation of the Transaction such Qualified Plan Sponsor would be required to pay \$15,500,000 in cash to an SFA Lender with a Pro Rata Share of the Non-Cash Consideration equal to 10%.

9. Proposed Equity Commitment Agreement. Each Qualified Plan Sponsor Proposal must include executed transaction documents (including all exhibits and schedules contemplated thereby (other than exhibits and schedules that by their nature must be (but have not yet been) prepared by the Debtors)), signed by an authorized representative of the Prospective Plan Sponsor, pursuant to which the Prospective Plan Sponsor commits to effectuate a Transaction (a “**Modified Transaction Agreement**”) based on the Plan and the relevant exhibits and schedules thereto (as further supplemented or superseded by the documents included in the Plan Supplement (as defined in the Plan)). Each Modified Transaction Agreement (including all exhibits and schedules) must be accompanied by a redline marked against the Initial Plan Sponsor Agreement (including all exhibits and schedules) to show all changes requested by the Prospective Plan Sponsor (including those related to purchase price).

In addition, a Qualified Plan Sponsor Proposal must be accompanied by a proposed Confirmation Order accompanied by a redline marked to reflect differences between the form Confirmation Order provided to Prospective Plan Sponsors.⁷

10. Qualified Plan Sponsor Representatives. A Qualified Plan Sponsor must identify representatives that are authorized to appear and act on its behalf in connection with the proposed transaction.
11. Employee and Labor Terms. A Qualified Plan Sponsor Proposal must include a statement on how the Prospective Plan Sponsor intends to treat the employment of any of the Debtors’ employees following a closing of the Transaction(s), including with regards to compensation and benefits.
12. Financial Information. A Qualified Plan Sponsor Proposal must include the following:
 - a. written evidence of a firm commitment for financing to consummate the proposed transaction (including to pay any Specified Cash Amount) (including to the extent necessary, through a Modified Outside Date (as defined below)), or other evidence, as reasonably determined by the Debtors in consultation with the Consultation Parties, to allow the Debtors to determine the ability of the Prospective Plan Sponsor to consummate the transaction(s) contemplated by the Modified Transaction Agreement;

⁷ A proposed form of Confirmation Order will be made available to each Diligence Party and shall be subject to prior review and comment by the Consultation Parties.

- b. written evidence, as reasonably determined by the Debtors in consultation with the Consultation Parties, to allow the Debtors, to determine that the Prospective Plan Sponsor has, or can obtain, the financial wherewithal, operational capability, and corporate and regulatory authorization to consummate the Transaction(s) (including to pay any Specified Cash Amount) contemplated by the Qualified Plan Sponsor's Modified Transaction Agreement in a timely manner.
13. Representations and Warranties. A Qualified Plan Sponsor Proposal must include the following representations and warranties:
- a. a statement that the Prospective Plan Sponsor has had an opportunity to conduct any and all due diligence regarding the Debtors prior to submitting its Plan Sponsor Proposal;
 - b. a statement that the Prospective Plan Sponsor has relied solely upon its own independent review, investigation, and/or inspection of any relevant documents and the Debtors in making its Plan Sponsor Proposal and did not rely on any written or oral statements, representations, promises, warranties, or guaranties whatsoever, whether express or implied, by operation of law or otherwise, regarding the Debtors or the completeness of any information provided in connection therewith, except as expressly stated in the representations and warranties contained in the Prospective Plan Sponsor's Modified Transaction Agreement ultimately accepted and executed by the Debtors; and
 - c. a statement that the Prospective Plan Sponsor has not engaged in any collusion with respect to the submission of its Plan Sponsor Proposal.
14. Required Approvals. A Qualified Plan Sponsor Proposal must include a statement identifying all required governmental and regulatory approvals and an explanation and/or evidence of the Prospective Plan Sponsor's plan and ability to obtain all governmental and regulatory approvals to operate or own Speedcast from and after the effective date of the plan of reorganization and the proposed timing for the Prospective Plan Sponsor to undertake the actions required to obtain, and in fact to obtain, such approvals. A Prospective Plan Sponsor further agrees that its legal counsel will coordinate in good faith with the Debtors' and Consultation Parties' legal counsel to discuss and explain the Prospective Plan Sponsor's regulatory analysis, strategy, and timeline for securing all such approvals as soon as reasonably practicable, and in no event later than the time period contemplated in the Modified Transaction Agreement.

15. Outside Date. A Qualified Plan Sponsor shall not propose an outside date for consummation later than March 15, 2021 unless such party commits in such Plan Sponsor Proposal to fund, on or prior to March 15, 2021, the repayment in full of all obligations under the DIP Credit Agreement and any additional amounts necessary for the Debtors' operations under chapter 11, chapter 11 costs and other regulatory and administrative costs to be incurred through the proposed closing date of the transaction (the "**Modified Outside Date**"), subject to terms and conditions acceptable to the Debtors (in consultation with the Consultation Parties) (which amounts, for the avoidance of doubt, shall be in addition to the Aggregate Consideration offered by such Qualified Plan Sponsor).
16. Authorization. A Qualified Plan Sponsor must include evidence of corporate authorization and approval from the Prospective Plan Sponsor's investment committee or board of directors (or comparable governing body) with respect to the submission, execution, and delivery of a Plan Sponsor Proposal, participation in the Final Selection Process, and closing of the transactions contemplated by the Prospective Plan Sponsor's Modified Transaction Agreement in accordance with the terms of the Plan Sponsor Proposal and these Plan Sponsor Selection Procedures.
17. Other Requirements. A Qualified Plan Sponsor Proposal shall:
 - a. expressly state that the Prospective Plan Sponsor agrees to serve as a back-up plan sponsor (a "**Back-Up Plan Sponsor**") until the Back-Up Termination Date (as defined below) if its Qualified Plan Sponsor Proposal is selected as the next highest or next best Plan Sponsor Proposal after the Successful Plan Sponsor Proposal (as defined herein);
 - b. state that the Plan Sponsor Proposal is formal, binding, and unconditional (except as set forth in an applicable purchase agreement ultimately executed by the Debtors); is not subject to any further due diligence; and is irrevocable until the ~~closing of the Transaction with the Plan Sponsor~~ 120th day following the Confirmation Hearing (such date, the "**Back-Up Termination Date**");
 - c. expressly state and acknowledge that the Prospective Plan Sponsor shall not be entitled to any break-up fee, expense reimbursement, or other protections in connection with the submission of a Plan Sponsor Proposal; *provided, however,* that nothing in these Plan Sponsor Selection Procedures shall limit, alter or impair the rights of any party to payment and reimbursement of expenses that are set forth in the DIP Order (as defined in the Plan), and parties entitled to payment or reimbursement of expenses under the DIP Order

shall be entitled to payment or reimbursement of expenses incurred in connection with these Plan Sponsor Selection Procedures and the matters contemplated hereby subject to the terms of, including the caps of such fees set forth in, such DIP Order;

- d. expressly waive any claim or right to assert any substantial contribution administrative expense claim under section 503(b) of the Bankruptcy Code in connection with the submission of a Plan Sponsor Proposal and/or participating in the Plan Sponsor Selection Process;
- e. not contain any unsatisfied financing contingencies of any kind;
- f. include a covenant to cooperate with the Debtors to provide pertinent factual information regarding the Prospective Plan Sponsor's operations (if any) reasonably required to analyze issues arising with respect to any applicable antitrust laws and other applicable regulatory requirements;
- g. be reasonably likely (based on antitrust or other regulatory issues, experience, and other considerations) to be consummated, if selected as the Successful Plan Sponsor, within a time frame acceptable to the Debtors;
- h. include contact information for the specific person(s) the Debtors should contact in the event they have questions about the Plan Sponsor Proposal; and
- i. include a covenant to comply with the terms of the Plan Sponsor Selection Procedures and the Plan Procedures Order.

D. Qualified Plan Sponsors

A Plan Sponsor Proposal that is determined by the Debtors, after consultation with the Consultation Parties, to meet the requirements set forth in the Section titled "Qualified Plan Sponsor Proposal Requirements" above will be considered a "**Qualified Plan Sponsor Proposal**" and any Prospective Plan Sponsor that submits a Qualified Plan Sponsor Proposal will be considered a "**Qualified Plan Sponsor.**"

The Debtors may, in their sole discretion, but after consultation with the Consultation Parties, amend or waive the conditions precedent to being a Qualified Plan Sponsor at any time, in their reasonable business judgment, in a manner consistent with their fiduciary duties and applicable law (as reasonably determined in good faith by the Debtors in consultation with their outside legal counsel).

For the avoidance of doubt and notwithstanding the foregoing, the Initial Plan Sponsor Transaction shall automatically be deemed a Qualified Plan Sponsor Proposal and the Initial Plan

Sponsor shall automatically be deemed a Qualified Plan Sponsor, in each case, without any further action on the part of the Initial Plan Sponsor or the Debtors.

VI. Plan Sponsor Proposal Review Process

The Debtors will evaluate all timely Plan Sponsor Proposals, and may, based upon their evaluation of the content of each Plan Sponsor Proposal, engage in negotiations with Prospective Plan Sponsors that submitted Plan Sponsor Proposals, as the Debtors deem appropriate, in their reasonable business judgment, in consultation with the Consultation Parties, and in a manner consistent with their fiduciary duties and applicable law. In evaluating the Plan Sponsor Proposals, the Debtors may take into consideration, among other factors, the following non-binding factors (the “**Plan Sponsor Proposal Factors**”):

1. the amount of the purchase price set forth in the Plan Sponsor Proposal;
2. the form of consideration. No preference shall be given between Plan Sponsor Proposals that provide all cash consideration and Plan Sponsor Proposals that include both cash consideration and Non-Cash Consideration;
3. the number, type, and nature of any changes to the form Plan Sponsor Agreement, as applicable, requested by each Prospective Plan Sponsor (and the extent to which such modifications are likely to delay closing of the Transaction and the cost to the Debtors of such modifications or delay);
4. the value and net economic benefit to the Debtors’ estates (including reduction or forgiveness of debt);
5. the likelihood of the Prospective Plan Sponsor being able to close the proposed transaction (including obtaining any required regulatory approvals) and the timing thereof;
6. the confirmability of the plan proposed in the Modified Transaction Agreement;
7. the proposed governance terms for the board of directors or equivalent governing body of New Speedcast Parent (as defined in the Plan);
8. the transaction structure and execution risk, including conditions to, timing of, and certainty of closing; termination provisions; availability of financing and financial wherewithal to meet all commitments; and required governmental or other approvals; and
9. the impact on employees and employee claims against the Debtors.

The Debtors, in consultation with the Consultation Parties, will make a determination regarding which Plan Sponsor Proposal(s) qualify as a Qualified Plan Sponsor Proposal(s), and

will notify Prospective Plan Sponsor(s) whether they have been selected as a Qualified Plan Sponsor by no later than **November 15, 2020, at 8:00 p.m. (prevailing Central Time)** (the “**Qualified Plan Sponsor Notice Date**”).

The Debtors, in consultation with the Consultation Parties, reserve the right to work with any Prospective Plan Sponsor in advance of the Qualified Plan Sponsor Notice Date to cure any deficiencies in a Plan Sponsor Proposal that is not initially deemed a Qualified Plan Sponsor Proposal. Without the prior written consent of the Debtors in consultation with the Consultation Parties, a Qualified Plan Sponsor may not modify, amend, or withdraw its Qualified Plan Sponsor Proposal, except for proposed amendments to increase the purchase price or otherwise improve the terms of the Qualified Plan Sponsor Proposal.

The Debtors, in consultation with the Consultation Parties, shall determine the highest or otherwise best Qualified Plan Sponsor Proposal (each, the “**Baseline Plan Sponsor Proposal**” and, such plan sponsor or group of plan sponsors, a “**Baseline Plan Sponsor**”) as of the Submission Deadline, which may be the Initial Plan Sponsor Transaction; *provided, however*, the determination of the Baseline Plan Sponsor shall be in the Debtors’ reasonable discretion, in consultation with the Consultation Parties, based on the Plan Sponsor Proposal Factors and the Plan Sponsor Proposal with the highest face value will not necessarily be the Baseline Plan Sponsor Proposal. No director, officer, or other insider (as defined in section 101(31) of the Bankruptcy Code) of the Debtors that is a Prospective Plan Sponsor or is participating or investing in a proposed Plan Sponsor Transaction shall participate in the Debtors’ evaluation of Plan Sponsor Proposals or Qualified Plan Sponsor Proposals or any other matters described in this Section VI.

The Debtors shall provide copies of each Qualified Plan Sponsor Proposal no later than the Qualified Plan Sponsor Notice Date to the Consultation Parties, the Initial Plan Sponsor and each other Qualified Plan Sponsor. In addition, if the Debtors determine that a Qualified Plan Sponsor Proposal other than the Initial Plan Sponsor Transaction is the Baseline Plan Sponsor Proposal, the Debtors shall notify the Initial Plan Sponsor and each other Qualified Plan Sponsor of the identify of such Baseline Plan Sponsor no later than the Qualified Plan Sponsor Notice Date.

VII. Plan Sponsor Selection

If two or more Qualified Plan Sponsor Proposals (including the Initial Plan Sponsor Agreement and the Baseline Plan Sponsor Proposal, if different) are received by the Submission Deadline, following consultation with the Consultation Parties, the Debtors shall conduct a final selection process for Plan Sponsor (the “**Final Selection Process**”) at the offices of Weil, Gotshal & Manges, LLP, 767 Fifth Avenue, New York, New York 10153 (with reasonable accommodations requested due to the ongoing pandemic) on **November 17, 2020, at 10:00 a.m. (prevailing Central Time)** (the “**Final Selection Date**”), or at such other date, time and location (including virtual location and with other accommodations necessary to mitigate any COVID-19 related risks or concerns) as the Debtors, as determined in their reasonable business judgment, shall notify all Qualified Plan Sponsors (including the Initial Plan Sponsor and the Baseline Plan Sponsor), and all other parties entitled to attend the Final Selection Process. If held, the proceedings of the Final Selection Process will be transcribed, and, if the Debtors deem appropriate, video recorded.

The Debtors shall have the right to reschedule or extend the Final Selection Date, if in each case, the Debtors determine, in their reasonable business judgment, in consultation with the Consultation Parties, that such action would be in the best interests of their estates. The Debtors shall provide reasonable notice to all Qualified Plan Sponsors of such procedure and ability to participate virtually (and with other accommodations necessary to mitigate any COVID-19 related risks or concerns), as applicable.

The Debtors shall have the right to determine, in their reasonable business judgment, and in consultation with Consultation Parties, ~~to determine~~ which Qualified Plan Sponsor Proposal is the highest or otherwise best Qualified Plan Sponsor Proposal; and reject, at any time, any ~~Qualified~~ Plan Sponsor Proposal (other than the Initial Plan Sponsor Transaction) that ~~the Debtors, in consultation with the Consultation Parties, deem to be inadequate or insufficient, not in conformity with the requirements of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, is inconsistent with~~ these Plan Sponsor Selection Procedures, ~~any order of the Bankruptcy Court, or the best interests of the Debtors and their estates.~~

A. Final Selection Process

1. Successful Plan Sponsor Proposal. On the Final Selection Date, the Debtors shall (i) determine, consistent with these Plan Sponsor Selection Procedures and in consultation with the Consultation Parties, which Qualified Plan Sponsor Proposal constitutes the highest or best Qualified Plan Sponsor Proposal (the “**Successful Plan Sponsor Proposal**”); and (ii) notify all Qualified Plan Sponsors of the identity of the Plan Sponsor that submitted the Successful Plan Sponsor Proposal (the “**Plan Sponsor**”) and the amount of the Aggregate Consideration, Non-Cash Consideration (if any) and other material terms of the Successful Plan Sponsor Proposal.

The Successful Plan Sponsor(s) shall, within 48 hours after being notified that it is the Plan Sponsor, confirm its Successful Plan Sponsor Proposal in accordance with the Phase 3 Diligence provisions herein, and submit to the Debtors fully executed revised documentation memorializing the terms of the Successful Plan Sponsor Proposal. A Successful Plan Sponsor Proposal may not be assigned to any party without the consent of the Debtors, in consultation with the Consultation Parties.

2. Back-Up Plan Sponsor Proposal. On the Final Selection Date, the Debtors shall (i) determine, consistent with these Plan Sponsor Selection Procedures and in consultation with the Consultation Parties, which Qualified Plan Sponsor Proposal is the next highest or next best Qualified Plan Sponsor Proposal after any Successful Plan Sponsor Proposal (the “**Back-Up Plan Sponsor Proposal**”); and (ii) notify all Qualified Plan Sponsors of the identity of the Back-Up Plan Sponsor and the amount of the Aggregate Consideration, Non-Cash Consideration (if any) and other material terms of the Back-Up Plan Sponsor Proposal. The Back-Up Plan Sponsor Proposal shall remain open and irrevocable until the Back-Up Termination Date.

If the Transaction(s) with a Plan Sponsor is terminated, the Back-Up Plan Sponsor shall, upon such termination, automatically be deemed the new Plan Sponsor and shall be obligated to consummate the Back-Up Plan Sponsor Proposal as if it were the Successful Plan Sponsor; *provided*, that the Initial Plan Sponsor shall not be so obligated to act as the Back-Up Plan Sponsor with respect to the Initial Plan Sponsor Transaction, but shall be afforded the opportunity to elect, within 5 Business Days of notice of such termination delivered to it by the Debtors, to opt to act in such capacity; *provided, however*, that any subsequent Plan Sponsor Proposal proposed by the Initial Plan Sponsor to the Debtors in connection with the Final Selection Process may be identified as the Back-Up Plan Sponsor Proposal by the Debtors in accordance with the terms hereof and shall remain open and irrevocable until the Back-Up Termination Date.

The Debtors shall use commercially reasonable efforts to, by **November 20, 2020 at 4:00 p.m. (prevailing Central Time)** (the “**Plan Sponsor Selection Date**”), file with the Bankruptcy Court, serve on the Transaction Notice Parties, and cause to be published on the Debtors’ claims and noticing agent’s website a notice, which shall identify the Plan Sponsor and Back-Up Plan Sponsor, if any.

If the Successful Plan Sponsor Proposal is not the Initial Plan Sponsor Transaction, then for purposes of the Plan, the Allowed SFA Secured Claim Amount (as defined in the Plan) shall be deemed to be an amount equal to (A) the Aggregate Consideration offered in such Successful Plan Sponsor Proposal, *minus* (B) the Required Base Cash Amount. Promptly following the Plan Sponsor Selection Date, the Debtors shall file a supplement to the Plan identifying the updated Allowed SFA Secured Claim Amount (as defined in the Plan) and the amount of the

Non-Cash Consideration (if any) in each case as determined pursuant to this Plan Sponsor Selection Process.

The Debtors in the exercise of their fiduciary duties and for the purpose of maximizing value for their estates from the Plan Sponsor Selection Process, may modify the Plan Sponsor Selection Procedures and implement additional procedural rules for determining the Successful Plan Sponsor, in each case in consultation with the Consultation Parties.

Except as set forth in the Plan Sponsor Agreement, the Debtors specifically reserve the right to seek all available damages, excluding any special, indirect, consequential, or punitive damages, but including, without limitation, forfeiture of the Good-Faith Deposit or specific performance, from any defaulting Plan Sponsor (including any Back-Up Plan Sponsor designated as a Plan Sponsor) in accordance with the terms of the Plan Sponsor Selection Procedures.

VIII. Disposition of Good-Faith Deposits

A. Prospective Plan Sponsors

Within five (5) business days after the Qualified Plan Sponsor Notice Date, the Debtors shall return to each Prospective Plan Sponsor that was determined by the Debtors not to be a Qualified Plan Sponsor, such Prospective Plan Sponsor's Good-Faith Deposit (without any interest accrued thereon). Upon the authorized return of such Prospective Plan Sponsor's Good-Faith Deposit, the Plan Sponsor Proposal of such Prospective Plan Sponsor shall be deemed revoked and no longer enforceable.

B. Qualified Plan Sponsors

1. Forfeiture of Good-Faith Deposit. The Good-Faith Deposit of a Qualified Plan Sponsor will be forfeited to the Debtors if (i) the Qualified Plan Sponsor attempts to modify, amend, or withdraw its Qualified Plan Sponsor Proposal, except with the prior written consent of the Debtors, in consultation with the Consultation Parties, or as otherwise permitted by these Plan Sponsor Selection Procedures; or (ii) the Qualified Plan Sponsor is selected as the Plan Sponsor and fails to enter into the required definitive documentation or to consummate a Transaction(s), in each case in accordance with and by the deadlines set forth in these Plan Sponsor Selection Procedures and the terms of the applicable transaction documents with respect to the Successful Plan Sponsor Proposal. The Debtors shall release the Good-Faith Deposit by wire transfer of immediately available funds to an account designated by the Debtors two (2) business days after the execution by an authorized officer of the Debtors of a written notice stating that the applicable Good-Faith Deposit shall be forfeited in accordance with this section (b)(1).
2. Return of Good-Faith Deposit. With the exception of the Good-Faith Deposits of the Plan Sponsor and Back-Up Plan Sponsor, the Debtors shall return to each other Qualified Plan Sponsor any Good-Faith Deposit (without any interest accrued thereon) made by such Qualified Plan

Sponsor within five (5) business days after the Plan Sponsor Selection Date.

3. Back-Up Plan Sponsor. The Debtors shall return the Back-Up Plan Sponsor's Good-Faith Deposit (without any interest accrued thereon), within five (5) business days after the occurrence of the Back-Up Termination Date.
4. Plan Sponsor. The Good-Faith Deposit of the Plan Sponsor (if any) shall be applied against the purchase price of the Successful Plan Sponsor Proposal on the effective date of the plan of reorganization.

IX. Confirmation Hearing

At a hearing before the Bankruptcy Court (the "**Confirmation Hearing**"), the Debtors will seek an order confirming the chapter 11 plan contemplated by such Successful Plan Sponsor Proposal (a "**Confirmation Order**").

The Debtors may, in their reasonable business judgment, after consulting with the Successful Plan Sponsor and the Consultation Parties, adjourn or reschedule any Confirmation Hearing, including by (i) an announcement of such adjournment at the applicable Confirmation Hearing, or (ii) the filing of a notice of adjournment with the Bankruptcy Court prior to the commencement of the applicable Confirmation Hearing.

Any objections to (i) the conduct of the Plan Sponsor Selection Process; (ii) the confirmation of a chapter 11 plan implementing the Initial Plan Sponsor Transaction or the Plan Sponsor Proposal proposed by any other Qualified Plan Sponsor, and/or (iii) entry of the Confirmation Order (any objection of the nature described in the preceding clauses (i) through (iii), an "**Objection**") (a) be in writing; (b) comply with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the Procedures for Complex Chapter 11 Cases in the Southern District of Texas (the "**Complex Case Procedures**"); (c) state, with specificity, the legal and factual bases thereof; (d) include any appropriate documentation in support thereof; and (e) be filed with the Bankruptcy Court and served on the Objection Recipients by the applicable objection deadline, as provided herein and in accordance with the Plan Procedures Order.

All Objections not otherwise resolved by the parties shall be heard at the Confirmation Hearing. Any party that fails to file with the Bankruptcy Court and serve on the Objection Recipients an Objection by the applicable objection deadline set forth herein or in the Plan Procedures Order may be forever barred from asserting, at the Confirmation Hearing or thereafter, any objection to the relief requested in the Motion, or to the consummation and performance of the Transaction(s) contemplated by the agreement with a Successful Plan Sponsor, including the confirmation of a chapter 11 plan implementing a Transaction.

X. Consent to Jurisdiction and Authority as Condition to Submission of a Plan Sponsor Proposal

All Prospective Plan Sponsors shall be deemed to have (i) consented to the jurisdiction of the Bankruptcy Court to enter any order or orders, which shall be binding in all respects, in any

way related to these Plan Sponsor Selection Procedures, or the construction or enforcement of any agreement or any other document relating to a Transaction(s); (ii) waived any right to a jury trial in connection with any disputes relating to these Plan Sponsor Selection Procedures, or the construction or enforcement of any agreement or any other document relating to a Transaction(s); and (iii) consented to the entry of a final order or judgment in any way related to these Plan Sponsor Selection Procedures, or the construction or enforcement of any agreement or any other document relating to a Transaction(s) if it is determined that the Bankruptcy Court would lack Article III jurisdiction to enter such a final order or judgment absent the consent of the parties.

XI. Reservation of Rights

Except as otherwise provided in the Plan, the Plan Sponsor Agreement, these Plan Sponsor Selection Procedures, or the Plan Procedures Order, the Debtors further reserve the right, in their reasonable business judgment and in consultation with the Consultation Parties, to: (i) determine which Prospective Plan Sponsors are Qualified Plan Sponsors; (ii) determine which Plan Sponsor Proposals are Qualified Plan Sponsor Proposals; (iii) determine which Qualified Plan Sponsor Proposal is the highest or otherwise best Plan Sponsor Proposal and which is the next highest or otherwise best Plan Sponsor Proposal; (iv) reject at any time prior to entry of the Confirmation Order any Plan Sponsor Proposal (other than the Initial Plan Sponsor Transaction) that is (a) inadequate or insufficient, (b) not in conformity with the requirements of these Plan Sponsor Selection Procedures or the requirements of the Bankruptcy Code or (c) contrary to the best interests of the Debtors and their estates; (v) waive terms and conditions set forth herein with respect to all Prospective Plan Sponsors; (vi) impose additional terms and conditions with respect to all Prospective Plan Sponsors, *provided* that the impact on each Prospective Plan Sponsor is proportional and not material or adverse to any Prospective Plan Sponsor; (vii) extend the deadlines set forth herein; (viii) continue or cancel the Confirmation Hearing in open court, or by filing a notice on the docket of the Debtors' chapter 11 cases, without further notice; (ix) include any other party as an attendee at the Final Selection Process; and (x) modify the Plan Sponsor Selection Procedures and implement additional procedural rules for conducting the Final Selection Process, *provided* that such rules are not inconsistent in any material respect with the Bankruptcy Code, the Plan Procedures Order, or any other order of the Bankruptcy Court and do not materially and adversely impact any Prospective Plan Sponsor or Qualified Plan Sponsor disproportionately. **Nothing herein shall obligate the Debtors to consummate or pursue any transaction with a Qualified Plan Sponsor.**