



ENTERED
04/24/2020

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)
	§	Re: Docket No. __

**ORDER APPOINTING KCC AS CLAIMS, NOTICING,
AND SOLICITATION AGENT**

Upon the application, dated April 23, 2020 (the “**Application**”)² of SpeedCast International Limited and its affiliated debtors in the above-captioned chapter 11 cases, as debtors and debtors in possession (collectively, the “**Debtors**”), for entry of an order appointing KCC as claims, noticing, and solicitation agent (“**Claims Agent**”) in the Debtors’ chapter 11 cases, as more fully set forth in the Application; and upon consideration of the Jordan Declaration; and this Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. §1334; and consideration of the Application and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and it appearing that venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Application having been provided; and such notice having been adequate and appropriate under the circumstances, and it appearing that no other or further notice need be provided; and this Court having reviewed the

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

² Each capitalized term used but not otherwise defined herein shall have the meaning ascribed to it in the Application.



Application; and this Court having held a hearing to consider the relief requested in the Application; and all objections, if any, to the Application having been withdrawn, resolved, or overruled; and this Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and it appearing that the relief requested in the Application is necessary to avoid immediate and irreparable harm to the Debtors and their estates as contemplated by Bankruptcy Rule 6003 and is in the best interests of the Debtors and their respective estates and creditors; and upon all of the proceedings had before this Court and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT

1. Notwithstanding the terms of the Retention Agreement attached to the Application, the Application is granted solely as set forth in this Order.
2. The Debtors are authorized to retain KCC as the Claims Agent to perform the Claims Services set forth in the Application and under the terms of the Retention Agreement relating to such services, and KCC is authorized to perform such services.
3. KCC shall serve as the custodian of court records and shall be designated as the authorized repository for all proofs of claim filed in this case and is authorized and directed to maintain the official claims registers for each of the Debtors and to provide the Clerk with a certified duplicate thereof upon request of the Clerk.
4. KCC is authorized to obtain a post office box or address for the receipt of proofs of claim.
5. KCC is authorized to take such other actions to comply with all duties set forth in the Application and this Order.

6. KCC shall comply with all requests of the Clerk and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c).

7. Without further order of this Court, the Debtors are authorized to compensate KCC on a monthly basis in accordance with the terms and conditions of the Retention Agreement for the Claims Services, upon KCC's submission of monthly invoices summarizing in reasonable detail the services rendered and expenses incurred in connection therewith, without the need for KCC to file fee applications or otherwise seek court approval for the compensation of its services and reimbursement of its expenses.

8. KCC shall maintain records of all services showing dates, categories of services, fees charged, and expenses incurred, and shall serve monthly invoices on the Debtors, the Office of the United States Trustee, counsel for any official committee monitoring the expenses of the Debtors, and any party in interest that specifically requests service of the monthly invoices.

9. The parties shall meet and confer in an attempt to resolve any dispute that may arise relating to the Retention Agreement or monthly invoices, and the parties may seek resolution of the matter from the Court if resolution is not achieved.

10. Pursuant to section 503(b)(1)(A) of the Bankruptcy Code, KCC's fees and expenses incurred in connection with the Claims Services shall be administrative expenses of the Debtors' chapter 11 estates.

11. The application of KCC's retainer to all prepetition invoices is approved. The retainer shall be replenished to the original retainer amount, and thereafter KCC may hold the retainer as security of payment of KCC's final invoice for services rendered and expenses incurred in performing the Claims Services.

12. Except to the extent set forth below, the Debtors are authorized to indemnify KCC under the terms of the Retention Agreement:

13. KCC shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Retention Agreement for services other than the Claims Services provided under the Retention Agreement, unless such services and the indemnification, contribution, or reimbursement therefor are approved by the Court;

14. The Debtors shall have no obligation to indemnify KCC, or provide contribution or reimbursement to KCC, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from KCC's gross negligence, willful misconduct, or fraud; or (ii) settled prior to a judicial determination under (i), but determined by this Court, after notice and a hearing, to be a claim or expense for which Claims Agent should not receive indemnity, contribution, or reimbursement under the terms of the Retention Agreement as modified by this Order; and

15. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in the Debtors' bankruptcy cases (that order having become a final order no longer subject to appeal), or (ii) the entry of an order closing the Debtors' bankruptcy cases, KCC believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution and/or reimbursement obligations under the Retention Agreement (as modified by this Order), including without limitation the advancement of defense costs, KCC must file an application therefor in this Court, and the Debtors may not pay any such amounts to KCC before the entry of an order by this Court approving the payment. This paragraph is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by KCC for indemnification, contribution,

or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify KCC. All parties in interest shall retain the right to object to any demand by KCC for indemnification, contribution, or reimbursement.

16. In the event KCC is unable to provide the Claims Services, KCC will immediately notify the Clerk and the Debtors' counsel and cause all original proofs of claim and computer information to be turned over to another claims and noticing agent with the advice and consent of the Clerk and Debtors' counsel.

17. KCC shall not cease providing Claims Services during the Debtors' chapter 11 cases for any reason, including nonpayment, without an order of the Court.

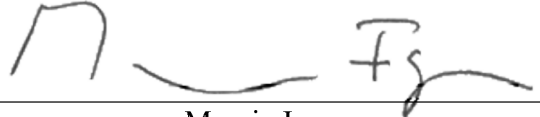
18. The Debtors and KCC are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

19. In the event of any inconsistency between the Retention Agreement, the Application, and this Order, this Order shall govern.

20. Notwithstanding the applicability of Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

21. This Court shall retain exclusive jurisdiction over all matters arising from or related to the implementation, interpretation and enforcement of this Order.

Signed: April 24, 2020


Marvin Isgur
United States Bankruptcy Judge

United States Bankruptcy Court
Southern District of TexasIn re:
SpeedCast International Limited
SpeedCast Communications, Inc.
DebtorsCase No. 20-32243-mi
Chapter 11**CERTIFICATE OF NOTICE**

District/off: 0541-4

User: LinhthuDo
Form ID: pdf002Page 1 of 4
Total Noticed: 36

Date Rcvd: Apr 24, 2020

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on
Apr 26, 2020.

db +CCI Services Corp., 4400 S. Sam Houston Parkway E., Houston, TX 77048-5902

db CapRock Communications (Australia) Pty Ltd, 44 Clavering Road, Bayswater, WA 6053,
AUSTRALIA

db CapRock Communications Pte. Ltd., 5A Toh Guan Road East #0601 CWT, Jurong East Logistics Ce,
SINGAPORE

db CapRock Comunicacoes do Brasil Ltda., Av Prefeito Aristeu Ferreira da Silva,
2600, Granja dos Cavaleiros, Maca, RJ, 27.930070, BRAZIL

db CapRock Participacoes do Brasil Ltda., Av Presidente Wilson, 321, 27,
Andar Sala 2704 Parte, Centro, 20.030021, Rio de Janeiro, RJ, BRAZIL

db CapRock UK Limited, Caprock Building, Denmore Road, Bridge of Don Aberdeen,
UNITED KINGDOM

db +Cosmos Holdings Acquisition Corp., 45 Oser Avenue, Hauppauge, NY 11788-3808

db +Evolution Communications Group Limited, 45 Oser Avenue, Hauppauge, NY 11788-3808

db Globecom Europe B.V., Plantweg 52, 8256 SH Biddinghuizen, THE NETHERLANDS

db +Globecom Network Services Corporation, 45 Oser Avenue, Hauppauge, NY 11788-3808

db +HCT Acquisition, LLC, 45 Oser Avenue, Hauppauge, ny 11788-3808

db Hermes Datacommunications International Limited, Hermes House Holsworth Park,
Oxon Business Park, Bitcon Heath, SY3 5HJ, Shrewsbury Shropshire, UNITED KINGDOM

db +Maritime Communication Services, Inc., 4400 S. Sam Houston Parkway E.,
Houston, TX 77048-5902

db +NewCom International, Inc., 15590 NW 15th Avenue, Miami, FL 33169-5645

db Oceanic Broadband Solutions Pty Ltd, Unit 4F Level 1, 12 Lord Street, Botany, NSW 2019,
AUSTRALIA

db Satellite Communications Australia Pty Ltd, Unit 5, 21 Flinders Parade,
North Lakes QLD 4509, AUSTRALIA

db +SpaceLink Systems II, LLC, 4400 S. Sam Houston Parkway E., Houston, TX 77048-5902

db +SpaceLink Systems, LLC, 4400 S. Sam Houston Parkway E., Houston, TX 77048-5902

db +SpeedCast Americas, Inc., 4400 S. Sam Houston Parkway E., Houston, TX 77048-5902

db SpeedCast Australia Pty Limited, 49 Port Road, Thebarton, SA 5031, AUSTRALIA

db +SpeedCast Communications, Inc., 4400 S. Sam Houston Parkway E., Houston, TX 77048-5902

db SpeedCast France SAS, 38 Rue Breguet, Paris, 75011, FRANCE

db SpeedCast Group Holdings Pty Ltd, Lakes Business Park, Unit 4F Level 1,
12 Lord Street, Botany, NSW 2019 AUSTRALIA

db SpeedCast International Limited, Unit 4F, Level 1, 12 Lord Street, Botany NSW 2019,
AUSTRALIA

db SpeedCast Limited, 2401 & 0811 Dorset House, Quarry Bay, Taikoo Place, 979 Kings,
HONG KONG

db SpeedCast Managed Services Pty Limited, Level 8, 432 St Kilda Road, Melbourne, VIC 3004,
AUSTRALIA

db SpeedCast Norway AS, Roynebergsetta 29, 4033 Stavanger, NORWAY

db SpeedCast Singapore Pte. Ltd., 5A Toh Guan Road, East #0601 CWT,
Jurong East Logistics Centre, Singapore 608830, SINGAPORE

db SpeedCast UK Holdings Limited, First Floor Templeback 10, Temple Back Bristol BS1,
UNITED KINGDOM

db Speedcast Canada Limited, Suite 2600, Three Bentall Centre, 595 Burrard Street,
P.O. Box 49314, Vancouver BC V7X 1L3, CANADA

db Speedcast Cyprus Ltd., 86 Fragklinou Rousvelt, Petra Business, 4th Floor, 3031 Limassol,
CYPRUS

db Speedcast Netherlands B.V., 1/F Coolsingel 6, 3011 AD Rotterdam, THE NETHERLANDS

db #+Telaurus Communications LLC, 210 Malapardis Road, Suite 202, Knolls, NJ 07927-1121

cr +Bexar County, 112 E. Pecan St., Suite 2200, San Antonio, TX 78205-1588

cr +Intelstat US LLC, Matthew D. Cavanaugh, Jackson Walker LLP, 1401 McKinney Street,
Suite 1900, Houston, TX 77010-1900

cr Texas Comptroller of Public Accounts, Christopher S. Murphy, P.O. Box 12548,
Austin, TX 78711-2548

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
NONE. TOTAL: 0

***** BYPASSED RECIPIENTS (undeliverable, * duplicate) *****

intp Ad Hoc Group of Secured Lenders

cr Credit Agricole Corporate and Investment Bank

cr Credit Suisse AG, Cayman Islands Branch

cr Inmarsat Global Limited

TOTALS: 4, * 0, ## 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

District/off: 0541-4

User: LinhthuDo
Form ID: pdf002Page 2 of 4
Total Noticed: 36

Date Rcvd: Apr 24, 2020

***** BYPASSED RECIPIENTS (continued) *****

Addresses marked '#' were identified by the USPS National Change of Address system as requiring an update. While the notice was still deliverable, the notice recipient was advised to update its address with the court immediately.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Apr 26, 2020

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on April 24, 2020 at the address(es) listed below:

Alfredo R Perez on behalf of Debtor SpaceLink Systems, LLC alfredo.perez@weil.com,
brenda.funk@weil.com;clifford.carlson@weil.com;patrick.thompson@weil.com;justin.pitcher@weil.com;
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District/off: 0541-4

User: LinhthuDo
Form ID: pdf002Page 3 of 4
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Date Rcvd: Apr 24, 2020

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system (continued)

Alfredo R Perez on behalf of Debtor SpeedCast Group Holdings Pty Ltd alfredo.perez@weil.com, brenda.funk@weil.com; clifford.carlson@weil.com; patrick.thompson@weil.com; justin.pitcher@weil.com; rene.olvera@weil.com; christopher.jalomo@weil.com; erin.choi@weil.com; jake.rutherford@weil.com

Alfredo R Perez on behalf of Debtor Speedcast Netherlands B.V. alfredo.perez@weil.com, brenda.funk@weil.com; clifford.carlson@weil.com; patrick.thompson@weil.com; justin.pitcher@weil.com; rene.olvera@weil.com; christopher.jalomo@weil.com; erin.choi@weil.com; jake.rutherford@weil.com

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Brenda Lynn Funk on behalf of Debtor Telaurus Communications LLC brenda.funk@weil.com

Brenda Lynn Funk on behalf of Debtor SpaceLink Systems II, LLC brenda.funk@weil.com

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User: LinhthuDo
Form ID: pdf002Page 4 of 4
Total Noticed: 36

Date Rcvd: Apr 24, 2020

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system (continued)

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Brenda Lynn Funk on behalf of Debtor Maritime Communication Services, Inc.
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TOTAL: 75