

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

<p><b>In re:</b></p> <p><b>SPEEDCAST INTERNATIONAL LIMITED, et al.,</b></p> <p><b>Reorganized Debtors.<sup>1</sup></b></p>	§ § § § § § § § §	<p><b>Chapter 11</b></p> <p><b>Case No. 20-32243 (MI)</b></p> <p><b>(Jointly Administered)</b></p>
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**DECLARATION OF DAVID ROSS**

I, David Ross, pursuant to section 1746 of title 28 of the United States Code, hereby declare penalty of perjury under the laws of the United States of America that the following is true and correct to the best of my knowledge, information, and belief:

1. I am the Vice President of Finance of SpeedCast International Limited (collectively with its affiliated debtors in the above-captioned chapter 11 cases, the “**Debtors**,” and as reorganized, the “**Reorganized Debtors**”). I am familiar with the Reorganized Debtors’ day-to-day operations, business, and financial affairs.

2. I submit this declaration (the “**Declaration**”) in support of the *Reorganized Debtors’ Limited Objection to Inmarsat’s Application for Allowance of Administrative Expense Claim* (the “**Objection**”), which is filed contemporaneously with this Declaration.

3. Unless otherwise indicated, the facts in this Declaration are based upon my personal knowledge, including my personal knowledge of the Reorganized Debtors’ current operations and financial performance, as well as their relationship and agreements with Inmarsat (defined below);

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



information learned from my review of relevant documents; and information provided to me by employees of the Reorganized Debtors.

4. If called upon to testify, I could and would competently testify to the facts set forth in this Declaration. I am authorized to submit this Declaration on behalf of the Reorganized Debtors.

### **Objection to Inmarsat Application**

5. The Reorganized Debtors have a long-standing relationship with Inmarsat Global Limited, Inmarsat Solutions B.V., Inmarsat Maritime Ventures Ltd., Inmarsat Inc., Inmarsat Solutions (US) Inc., Inmarsat Solutions (Canada) Inc., and Inmarsat Solutions as Norway (collectively, “**Inmarsat**,” and together with the Reorganized Debtors, the “**Parties**”) whereby Inmarsat provides certain satellite services, including FleetBroadband and Fleet Xpress services (the “**FX Services**”), that the Debtors subsequently provided to their customers.

6. Inmarsat has provided FX Services to the Debtors and Reorganized Debtors—both before and after the April 23, 2020 petition date—pursuant to the terms of underlying service agreements. Such service agreements include, but are not limited to, the Master Supply Agreement between Inmarsat Global Limited and Speedcast Limited, effective November 1, 2018 (the “**Hong Kong MSA**”), and the Global Xpress Subscription Services Agreement entered into between Inmarsat Global Limited and SRH Marine Electronics S.A, dated April 16, 2015 (the “**Cyprus MSA**,” and collectively, the “**MSAs**”). The FX Services provided by Inmarsat are expressly described in and controlled by the MSAs.

7. The Parties also entered into a Strategic Alliance Agreement effective June 10, 2016, as amended by the Business Transfer Agreement of 2017 (the “**Strategic Alliance Agreement**”). The Strategic Alliance Agreement provided for discounted pricing for the FX

Services provided by Inmarsat under the MSAs. It also provided that the Debtors were to meet certain minimum targets for deploying FX Services on new vessels at the end of each calendar year. No FX Services were provided, or contemplated to be provided, under the Strategic Alliance Agreement.

8. The foregoing agreements and many other previously-existing agreements between the Parties, save for the Hong Kong MSA, have since been terminated pursuant to the Deed of Termination and Release entered into between the Parties on January 1, 2021 (the “**Termination Agreement**”) in connection with the asset sale transaction effective January 1, 2021 (the “**Inmarsat Transaction**”). The Reorganized Debtors paid Inmarsat for all FX Services provided from April 23, 2020 through December 31, 2020, in the normal course and according to the rates dictated by the MSAs as adjusted by the Strategic Alliance Agreement.

9. While a majority of the Parties’ obligations and claims for payment were expressly released and discharged in the Termination Agreement, the Parties agreed to certain go-forward payments and reconciliations for: (a) certain payments related to Inmarsat’s satellite services collected by Speedcast from the Debtors’ prior customers after January 1, 2021 (the “**Transition Payments**”); and (b) outstanding invoices for certain, ongoing satellite services provided by Inmarsat pursuant to the Asset Sale Agreement dated November 13, 2020 (the “**ASA**”), as subsequently adjusted by agreements reached between myself and Steven Burnett on behalf of Inmarsat on April 1, 2021 (“**Deferred Completion Payments**”).

10. Specifically, and because the Deferred Completion Payments continue to be a moving target, Mr. Burnett and I agreed on April 1, 2021, that the Parties would close out the Completion Statement (as defined in the ASA) based on the reconciliation statement agreed at that

time. The Parties further agreed to continue the ongoing reconciliation process for Deferred Completion Payments and settle further outstanding balances in due course.

11. Pursuant to our agreement on April 1, 2021, as further adjusted based on Inmarsat's additional requests on April 9, 2021, the Deferred Completion Payments due and owing to Inmarsat total \$2,065,837.88.

12. The Transition Payments currently due and owing to Inmarsat total \$2,122,584.13.

13. Accordingly, the agreed amounts owed to Inmarsat by the Reorganized Debtors on behalf of all postpetition services, including the FX Services, totals no more than \$4,188,422.01.

Dated: April 30, 2021  
Aberdeen, Scotland, UK

/s/ David Ross

Name: David Ross

Title: Vice President Finance