

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Southern District of Texas
(State)

Case number (if known): _____ Chapter 11

Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

04/20

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

1. Debtor's name SpeedCast Limited

2. All other names debtor used in the last 8 years
Include any assumed names, trade names, and *doing business as* names

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

4. Debtor's address	Principal place of business	Mailing address, if different from principal place of business
	<u>2401 & 08-11 Dorset House</u> <u>Taikoo Place, 979 King's Road</u> Number Street <u>Quarry Bay, Hong Kong</u> City State ZIP Code County	_____ Number Street _____ P.O. Box _____ City State ZIP Code Location of principal assets, if different from principal place of business _____ Number Street _____ City State ZIP Code

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



Debtor SpeedCast Limited
Name

Case number (if known) _____

6. Type of debtor

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

7. Describe debtor's business

A. Check one:

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

B. Check all that apply:

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

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

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

Check one:

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

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

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

Chapter 12

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

No

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

If more than 2 cases, attach a separate list.

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

Debtor SpeedCast Limited
Name

Case number (if known) _____

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

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

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

11. Why is the case filed in this district?

Check all that apply:

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

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

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

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

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

What is the hazard? _____

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

Other _____

Where is the property?

Number _____ Street _____
City _____ State _____ ZIP Code _____

Is the property insured?

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

Statistical and administrative information

13. Debtor's estimation of available funds

Check one:

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

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

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

Debtor SpeedCast Limited
Name

Case number (if known) _____

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

Request for Relief, Declaration, and Signatures

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

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

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

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

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

Chief Restructuring Officer
Title

18. Signature of attorney

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

Alfredo R. Pérez Gary T. Holtzer
Printed Name

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

700 Louisiana Street, Suite 1700 767 Fifth Avenue
Address

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

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

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

15776275 Texas
Bar Number State

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

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

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

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

SpeedCast Limited

(Company No.: 0687568)

(the "Company")

Written resolutions of the Directors of the Company, adopted pursuant to Article (31)(c) of the Articles of Association of the Company

1. Introduction

- (a) It is noted that SpeedCast International Limited, a company organised under the laws of Australia ("**SpeedCast**") and certain of its subsidiaries (including the Company) and affiliates (the "**SpeedCast Group**") are considering commencing cases under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**") in the United States Bankruptcy Court for the Southern District of Texas (the "**Bankruptcy Court**").
- (b) It is noted that the directors of the Company (the "**Directors**") have, with the assistance of (i) financial advice from its financial advisors, (ii) legal advice from outside counsel and the general counsel to SpeedCast, and (iii) the assistance management of SpeedCast and the Company, fully considered each of the strategic alternatives available to the Company and has had the opportunity to ask questions about the materials presented by management and the legal and financial advisors of SpeedCast and the Company regarding the liabilities and liquidity of the Company and the strategic alternatives.
- (c) It is noted that the Directors have determined that taking the actions set forth below are advisable and in the best interests of the Company and therefore desires to approve the following resolutions in respect of the Company.

2. Directors' Interests and Requirements for Adopting Written Resolutions

It is noted that the Directors have previously declared the nature and extent of their interests, if any, in the transactions, arrangements and contracts with the Company contemplated under these resolutions (the "**Proposed Resolutions**"), in accordance with Sections 536 – 539 of the Companies Ordinance (Cap. 622) (the "**Companies Ordinance**") and the Articles of Association of the Company and that none of the Directors would have been debarred from voting or being counted in the quorum had the Proposed Resolutions been proposed in a directors' meeting.

3. Commencement of Chapter 11 Cases

- (a) It is resolved that in the judgment of the Directors, after consultations with counsel, management and its financial advisors that, if the board of directors of SpeedCast resolves to approve the chapter 11 filings of the SpeedCast Group, it is desirable and in the best interests of the Company, its creditors, and other interested parties, that a petition be filed by or on behalf of the Company seeking relief under the provisions of chapter 11 of the Bankruptcy Code.
- (b) It is resolved that if the board of directors of SpeedCast resolves to approve the chapter 11 filings of the SpeedCast Group, each officer of the Company, any Director and any agent authorised by the Directors, including, in each case, Michael Healy, the Chief Restructuring

Officer of SpeedCast (each a "**Responsible Officer**"), in each case, acting singly or jointly be, and hereby are, authorised, empowered, and directed, in the name and on behalf of the Company to execute, verify, and file petitions, schedules, statements, motions, lists, applications, pleadings, orders, and other documents (including, in the Company's capacity as shareholder, any shareholder resolutions or other documents that may be necessary or desirable in relation to any of its subsidiaries that may also be seeking relief under the provisions of chapter 11 of the Bankruptcy Code) or to cause the same to be executed and filed in the name and on behalf of the Company in the Bankruptcy Court at such time that the Responsible Officer executing the same shall determine, and, in connection therewith, to employ and retain all assistance by legal counsel, accountants, financial advisors, investment bankers, and other professionals, and to take and perform any and all further acts and deeds which such Responsible Officer, who may act without the joinder of any other Responsible Officer deems necessary, proper, or desirable in connection with the Company's chapter 11 case (collectively, the "**Chapter 11 Cases**"), including negotiating, executing, delivering, and performing any and all documents, agreements, certificates and instruments in connection with the successful prosecution of all such Chapter 11 Cases, including the professional retentions set forth in this resolution.

4. **Debtor-in Possession Financing**

- (a) It is noted that in connection with the Chapter 11 Cases, SpeedCast Communications, Inc., a Texas corporation (the "**DIP Facility Borrower**") has resolved that it is in its best interest to enter into and obtain loans.
- (b) It is resolved that it is in the best interest of the Company to act as a guarantor of the DIP Facility Borrower's obligations under the DIP Credit Agreement (as defined below), (i) to guarantee the DIP Facility Borrower's obligations under the DIP Credit Agreement, and (ii) to consummate the transactions under a certain senior secured superpriority debtor-in-possession term loan credit agreement (together with the exhibits and schedules annexed thereto, the "**DIP Credit Agreement**"), in substantially the form circulated to the Directors, or such other terms as any Director deems necessary, proper, or desirable, to be entered into by and among SpeedCast, the DIP Facility Borrower, the lenders from time to time party thereto (the "**DIP Lenders**"), and Credit Suisse AG, Cayman Islands Branch, as administrative agent, collateral agent and security trustee for the DIP Lenders (in such capacities, including any successor thereto, the "**DIP Agent**"), subject to approval by the Bankruptcy Court, which is necessary and appropriate to the conduct, promotion and attainment of the business of the Company (collectively, the "**DIP Financing**").
- (c) It is resolved that it is in the best interest of the Company to also enter into an amendment agreement (the "**Amendment Agreement**") to amend the syndicated facility agreement dated 15 May 2018 entered into by and among SpeedCast, the Company, the lenders thereto from time to time and Credit Suisse AG, Cayman Islands Branch, as administrative agent, collateral agent and security trustee (the "**Syndicated Facility Agreement**").
- (d) It is resolved that the execution and delivery of the DIP Financing Documents (as defined below) by the Company to the extent it is party thereto and the consummation by the Company of the transactions contemplated thereunder, including:

- (i) the guaranteeing of the obligations thereunder as provided in any guarantee and under the Guarantee Agreement (as defined below);
 - (ii) the granting of security interest in and liens upon substantially all of the Company's assets, including but without limitation, under the HK Security Agreement and the U.S. Security Agreement (each as defined below) in favour of the secured parties (the "**Secured Parties**") (including the authorisation of financing statements in connection with liens);
 - (iii) the execution, delivery and performance of all other agreements, instruments, documents, notices, certificates or communication constituting exhibits to the DIP Credit Agreement or that may be required, necessary, appropriate, desirable, or advisable to be executed or delivered pursuant to the DIP Credit Agreement or otherwise related thereto, including without limitation, the DIP Intercreditor Agreement, the Guarantee Agreement, the HK Security Agreement, the U.S. Security Document, the HK Share Charge, the Certificate, the Shareholder Resolutions and (if required) the Dutch Share Pledge and the Power of Attorney (each as defined below), any interest rate or currency hedging arrangements and any "Loan Document" as described in the DIP Credit Agreement (each a "**DIP Financing Document**" and collectively, the "**DIP Financing Documents**"), the making of the representations and warranties and compliance with the covenants thereunder and the assumption of any obligations under and in respect of any of the foregoing, are hereby authorised and approved in all respects.
- (e) It is noted that in connection with the DIP Financing, the Company is required to enter into the certain documents, including without limitation, the following documents (i) to (v) and/or ancillary deliverables in connection with document (vi):
- (i) an intercreditor agreement (the "**DIP Intercreditor Agreement**") to be entered into between, among others, the Company, SpeedCast, the DIP Facility Borrower and the DIP Agent;
 - (ii) guarantee agreement (the "**Guarantee Agreement**") to be granted by the Company in favour of the Agent;
 - (iii) a security agreement over assets of the Company (the "**HK Security Agreement**") to be granted by the Company in favour of the Secured Parties;
 - (iv) a U.S. intellectual property security agreement over Intellectual Property Collateral (as defined therein) (the "**U.S. Security Agreement**") to be granted by the Company in favour of the Secured Parties;
 - (v) a certificate (the "**Certificate**") of the Company to be signed by a director or other authorised signatory of the Company, certifying and confirming various matters relating to the DIP Credit Agreement;
 - (vi) a charge over shares of the Company (the "**HK Share Charge**") to be granted by SpeedCast in favour of the Secured Parties;
 - (vii) the Amendment Agreement;

- (viii) a charge over shares of SpeedCast Netherlands B.V. ("**SpeedCast Netherlands**") (the "**Dutch Share Pledge**") to be granted by the Company in favour of the Secured Parties (if required);
 - (ix) a power of attorney (the "**Power of Attorney**") by the Company in favour of Linklaters (as defined in the Power of Attorney) in respect of the Dutch Share Pledge (if required); and
 - (x) a shareholder resolutions (the "**Shareholder Resolutions**") to approve the entry into the Documents and Transactions (each as defined in the Shareholder Resolutions) by SpeedCast Netherlands.
- (f) It is resolved the terms of, and the transactions contemplated by, the DIP Credit Agreement, the other DIP Financing Documents, the Certificate and the Amendment Agreement in the respective forms are approved and the Company shall execute the DIP Financing Documents to which it is a party, the Certificate and the Amendment Agreement with any amendments as the person(s) signing such deed or document may approve (the signature(s) of such person(s) to constitute approval of any such amendment).
- (g) It is resolved that any Director is authorised to execute the DIP Financing Documents to which the Company is a party, the Certificate and the Amendment Agreement on behalf of the Company where such DIP Financing Document, Certificate or the Amendment Agreement is not required to be signed as a deed or under the common seal of the Company.
- (h) It is resolved that any DIP Financing Document or the Amendment Agreement which is required to be signed as a deed or under the common seal of the Company: (a) any two Directors or any Director and the Secretary of the Company, acting jointly, are authorised to execute such deed or document on behalf of the Company, or (b) any one Director or some other person nominated by the Directors for the purpose is authorised to affix the common seal of the Company to, and countersign, such deed or document.
- (i) It is resolved that any Director is authorised on behalf of the Company to enter into any such other documents and to give any communication or take any other action in connection with any matter or transaction contemplated under or otherwise required (including signing and/or despatching all documents, notices and communication, to be signed and/or despatched) under or in connection with the DIP Credit Agreement, any other DIP Financing Document or the Amendment Agreement.
- (j) It is resolved that where the DIP Credit Agreement, any other DIP Financing Document or the Amendment Agreement specifies particular signatory requirements for certain documents, certificates, statements, notices or communication, any Director is authorised to sign such documents in accordance with the signatory requirements set out in such document.
- (k) It is resolved that the form, terms and provisions of each of (i) the DIP Credit Agreement, including the use of proceeds to provide liquidity for the Company throughout the Chapter 11 Case and (ii) any and all of the other agreements, including, without limitation, any guarantee and security agreement, letters, notices, certificates, documents, instruments and communication authorised, executed, delivered, reaffirmed, verified and/or filed in connection with the DIP Financing and the performance of obligations thereunder, including the borrowings

and guarantees contemplated thereunder, are hereby, in all respects confirmed, ratified and approved.

- (l) It is resolved that each Director is hereby authorised, empowered, and directed, in the name and on behalf of the Company, to cause the Company to negotiate and approve the terms, provisions and performance of, and to prepare, execute and deliver any DIP Financing Document and the Amendment Agreement, in the name and on behalf of the Company under its corporate seal or otherwise, and such other documents, agreements, instruments and certificates as may be required by the DIP Agent or by the DIP Credit Agreement, any other DIP Financing Documents and the Amendment Agreement.
- (m) It is resolved that the Company be, and hereby is, authorised to incur the obligations and to undertake any and all related transactions contemplated under the DIP Credit Agreement, any other DIP Financing Document including the granting of security thereunder.
- (n) It is resolved that each Director is hereby authorised to grant security interests in, and liens on, any and all property (including real property) of the Company as collateral pursuant to the DIP Credit Agreement and any other DIP Financing Document to secure all of the obligations and liabilities of the Company thereunder to the DIP Lenders under the DIP Credit Agreement and the DIP Agent, and to authorised, execute, verify, file and or deliver to the DIP Agent, on behalf of the Company, all agreements, documents and instruments required by the lenders in connection with the foregoing.
- (o) It is resolved that each Director is hereby authorised, empowered, and directed, in the name and on behalf of the Company, to take all such further actions including, without limitation, to pay all fees and expenses, in accordance with the terms of the DIP Credit Agreement and any other DIP Financing Document, which shall, in such Director's sole judgment, be necessary, proper, or advisable to perform the Company's obligations under or in connection with the DIP Credit Agreement or any other DIP Financing Document and the transactions contemplated therein and to carry out fully the intent of the foregoing resolutions.
- (p) It is resolved that each Director is hereby authorised, empowered, and directed, in the name and on behalf of the Company, to execute and deliver any amendments, supplements, modifications, renewals, replacements, consolidations, substitutions and extensions of any of the DIP Financing Documents which shall, in such Director's sole judgment, be necessary, proper or advisable.

5. Retention of Advisors

- (a) It is resolved that law firm of Weil, Gotshal & Manges LLP is hereby retained as counsel for the Company in the Chapter 11 Cases, subject to Bankruptcy Court approval.
- (b) It is resolved that the law firm of Herbert Smith Freehills is hereby retained as counsel for the Company in the Chapter 11 Cases, subject to Bankruptcy Court approval.
- (c) It is resolved that the firm of Moelis Australia Ltd is hereby retained as financial advisor for the Company in the Chapter 11 Cases, subject to Bankruptcy Court approval.
- (d) It is resolved that the firm of FTI Consulting, Inc. is hereby retained for the Company in the Chapter 11 Cases, subject to Bankruptcy Court approval.

- (e) It is resolved that the firm of Kurtzman Carson Consultants LLC is hereby employed as claims, noticing and solicitation agent for the Company in the Chapter 11 Cases, subject to Bankruptcy Court approval.

6. General Authorisation and Ratification

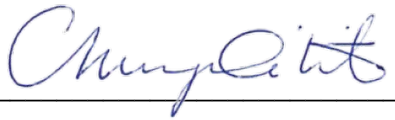
- (a) It is resolved that the Company authorises any lawyer of Linklaters, Hong Kong to prepare a certified true copy of each Security Document to which it is a party as mortgagor, chargor and/or assignor (as defined in the DIP Credit Agreement), including without limitation, the HK Security Agreement and the U.S. Security Agreement for the purposes of registration of such Security Document with the Companies Registry in Hong Kong.
- (b) It is resolved that the Company authorises any lawyer of Gallant to take all necessary actions to register any of the security interests over the relevant intellectual property rights to be created pursuant to any Security Document to which it is a party as mortgagor, chargor and/or assignor, including without limitation, the HK Security Agreement and the U.S. Security Agreement with the Trade Marks Registry in Hong Kong.
- (c) It is resolved that the Secretary is instructed to notify each member of the Company and the auditors of the Company that the Shareholder Resolution had been passed, in accordance with Section 559 of the Companies Ordinance.
- (d) It is resolved that (i) for matters in relation to paragraph 3 above, each Responsible Officer, and (ii) for matters in relation to paragraph 4 above, each Director, be, and each, acting alone, hereby is, authorised, empowered and directed, for and on behalf of the Company, to do and perform all such acts and things and enter into, execute, acknowledge, deliver and file all such certificates, agreements, acknowledgments, instruments, contracts, statements and other documents and to take such further actions as such Responsible Officer or such Director (as applicable) may deem necessary or appropriate to effect the intent and accomplish the purposes of the foregoing resolutions, with the taking of any such action by such Responsible Officer or Director (as applicable) being conclusive evidence that the same did meet such standards as set forth above.
- (e) It is resolved that any and all actions taken by any Responsible Officer or any Director prior to the date of adoption of the foregoing resolutions which would have been authorised by the foregoing resolutions but for the fact that such actions were taken prior to such date, be, and each hereby is, ratified, approved, confirmed and adopted as a duly authorised act of the Company in all respects and for all purposes.

7. Shareholder Resolution

In addition, the following document was also circulated to and reviewed by the Directors for the purpose of the Company's entry into the DIP Financing Documents to which it is a party:

- (a) a written resolution of the sole member of the Company, which was proposed by the sole member of the Company pursuant to Section 549(b) of the Companies Ordinance and passed by the sole member of the Company on _____ as a written resolution in accordance with Subdivision 2 of Division 1 of Part 12 of the Companies Ordinance, and the Articles of Association (the "**Shareholder Resolution**").

[Signature page to follow]



Wai Kit CHUNG

Director

Date: 22 April 2020

Dominic Thomas Edward GYNGELL

Director

Date:

Wai Kit CHUNG

Director

Date:



Dominic Thomas Edward GYNGELL

Director

Date: 22 April 2020

Fill in this information to identify the case:

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

Check if this is an amended filing

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

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

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

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

Debtor SpeedCast Limited
Name

Case number (if known) _____

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

Debtor SpeedCast Limited
Name

Case number (if known) _____

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

Debtor SpeedCast Limited
Name

Case number (if known) _____

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

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

In re:	§	
	§	Chapter 11
	§	
SPEEDCAST INTERNATIONAL	§	
LIMITED, <i>et al.</i> ,	§	Case No. 20-_____ (___)
	§	
Debtors. ²	§	
	§	

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

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

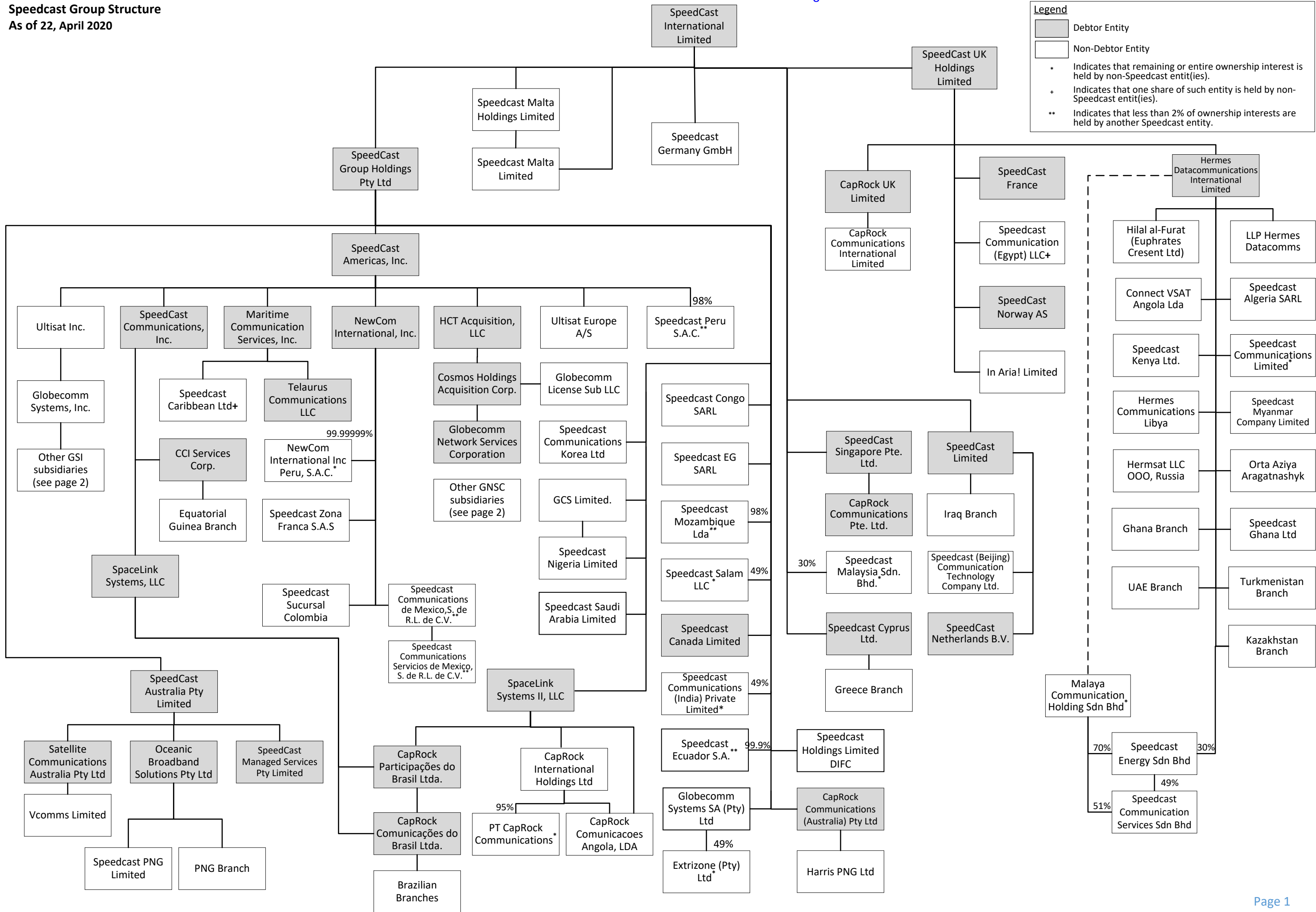
1. Each Debtor listed in **Exhibit A** is 100% owned by its direct parent unless otherwise noted.
2. Parent is the ultimate parent company of each of the Non-Parent Debtors, and directly or indirectly owns a 100% equity interest in each of the Non-Parent Debtors.
3. Equity in Parent is represented by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

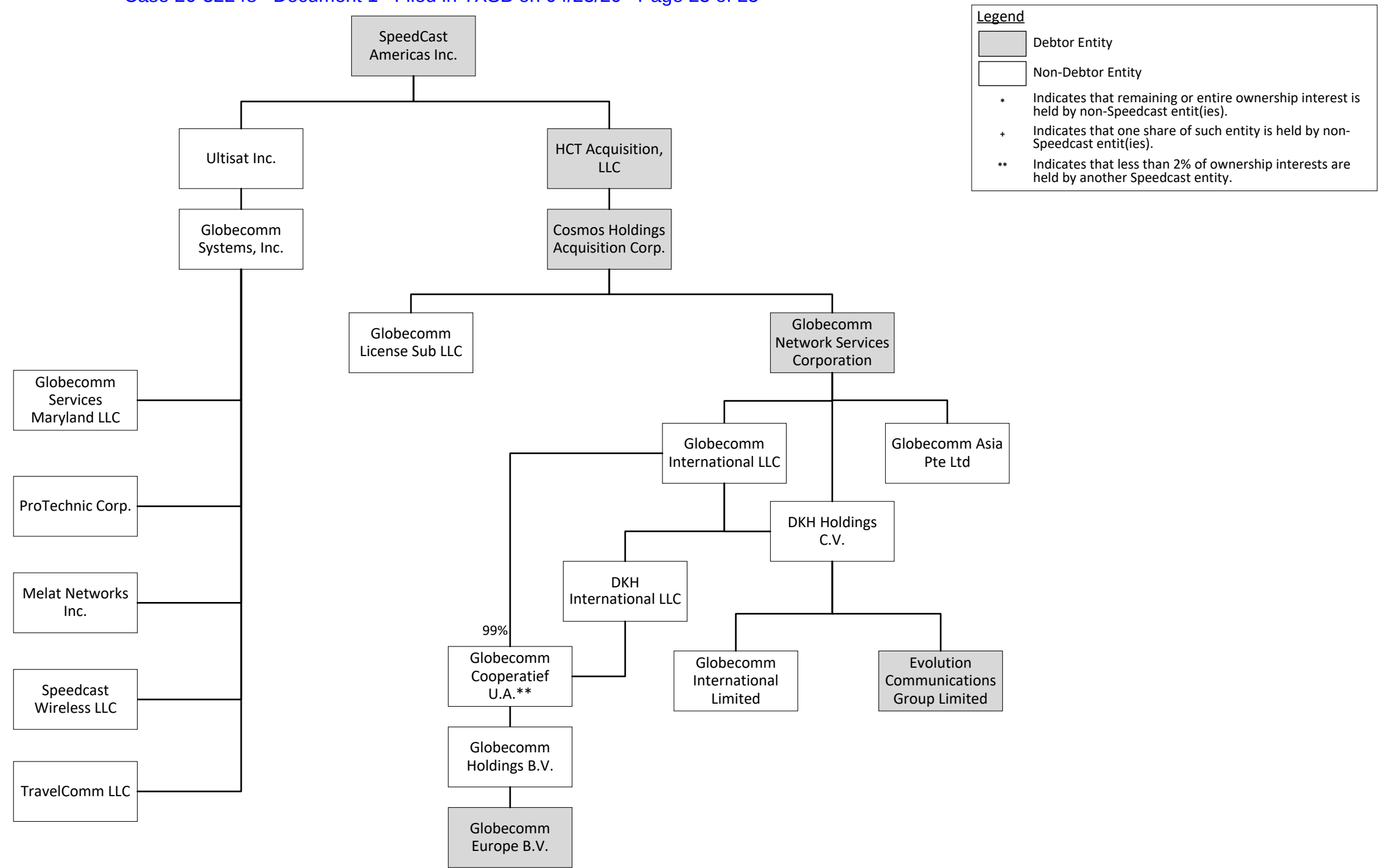
² A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ proposed claims and noticing agent at <https://www.kcellc.net/speedcast>. The Debtors’ service address for the purposes of these chapter 11 cases is 4400 S. Sam Houston Parkway East, Houston, Texas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

Exhibit A

Organizational Chart

Speedcast Group Structure
As of 22, April 2020





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

In re:	§	Chapter 11
	§	
SPEEDCAST LIMITED,	§	
	§	Case No. 20-_____ (___)
	§	
Debtor.	§	
	§	

LIST OF EQUITY HOLDERS

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

Name and Last Known Address of Equity Interest Holder	Kind/Class of Interest	Number of Interests Held
SpeedCast International Limited Unit 4F Level 1, 12 Lord Street, Botany, NSW 2019, Australia	Ordinary Shares	100

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

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

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

12/15

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

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

Declaration and signature

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

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

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

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

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

x

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

Michael Healy
 Printed name

Chief Restructuring Officer
 Position or relationship to debtor