

**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 CapRock Communications (Australia) Pty Ltd

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	<b>Principal place of business</b>	<b>Mailing address, if different from principal place of business</b>
	<u>44 Clavering Road</u>	_____
	Number Street	Number Street
	<u>Bayswater, WA 6053 Australia</u>	_____
		P.O. Box
	City State ZIP Code	City State ZIP Code
		<b>Location of principal assets, if different from principal place of business</b>
	County	_____
		Number Street
		_____
		City State ZIP Code

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



Debtor CapRock Communications (Australia) Pty Ltd  
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: An Australian proprietary 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 CapRock Communications (Australia) Pty Ltd  
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 CapRock Communications (Australia) Pty Ltd Case number (if known) \_\_\_\_\_  
 Name

- |  |  |  |   |
|--|--|--|---|
| <b>15. Estimated assets</b><br>(on a consolidated basis<br>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               |
| <b>16. Estimated liabilities</b><br>(on a consolidated basis<br>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.

<b>COMPANY</b>
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.

<b>COMPANY</b>
Evolution Communications Group Limited
SpeedCast Netherlands B.V.
SpeedCast France SAS



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## Circular Resolutions

### CAPROCK COMMUNICATIONS (AUSTRALIA) PTY LTD ABN 62 114 449 857 (the **Company**)

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We, the undersigned, being all the directors of the Company entitled to vote on the resolutions are in favour of the resolutions set out below:

**Documents** A draft senior secured super-priority debtor-in-possession term loan credit agreement (**DIP Credit Agreement**) to be entered into between Speedcast International Limited (**Speedcast**), Speedcast Communications, Inc. (**DIP Facility Borrower**), the lenders from time to time party thereto (**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 (**DIP Agent**)), attached at Schedule 1 to these resolutions (an **Approved Document**), was considered. The directors were advised that the DIP Credit Agreement was still being finalised.

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**Consideration of documents and declaration of each director's interest(s)** All provisions of the *Corporations Act 2001* (Cth) (**Corporations Act**) and the constitution of the Company relating to the declaration of any director's direct or indirect personal interest in or conflict with the Approved Document (or the transactions contemplated by it) have been complied with.

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**Background**

- 1 The Company is a subsidiary of Speedcast. Speedcast and certain of its other subsidiaries and affiliates are considering commencing cases under chapter 11 of title 11 of the United States Code (**Bankruptcy Code**) in the United States Bankruptcy Court for the Southern District of Texas (**Bankruptcy Court**).
- 2 The directors of the Company have, with the assistance of (i) financial advice from financial advisers; (ii) legal advice from external counsel and Speedcast's general counsel; and (iii) management of Speedcast and the Company:
  - a. carefully considered the options available to the Company; and
  - b. had the opportunity to ask questions about the materials presented by management and the legal and financial advisers of Speedcast and the Company regarding the liabilities and liquidity of the Company and the options available to the Company.
- 3 The Company has determined that it is in the best interest of Speedcast and the Company to take the actions set forth below.

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**Opinion as to best interests of the** Having regard to:

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#### Company

- the overall financial position of the Company, Speedcast and its subsidiaries (the **Group**);
- the interrelated nature of the Group's operations and the Company's ongoing viability being dependent on the continued operations of the broader Group;
- the fact that access to the loan proceeds under the DIP Credit Agreement would be beneficial to support the continued operation of the Company and this is facilitated by the Company commencing a chapter 11 case and execution, delivery and performance of the Company's obligations in relation to the Approved Document and the transactions and documents contemplated and evidenced by it;
- the fact that the likelihood of the Company's creditors being paid depends on a successful restructuring of Group; and
- the fact that the resolution for the Company to file for chapter 11 of the Bankruptcy Code below is conditioned upon the board of directors of Speedcast resolving to approve the chapter 11 filings of the Speedcast group;

the Company has determined that it is in the best interest of Speedcast and the Company to take the actions set forth below.

#### Effect of documents:

The **directors determined** that, having regard to all the relevant circumstances and the terms of the Approved Document:

- 1 the execution, delivery and performance of the Company's obligations in relation to the Approved Document and the transactions and documents contemplated and evidenced by it (including, without limitation, the DIP Financing Documents (as defined below)) are for the Company's benefit and in the best interests of the Company in accordance with section 187 of the Corporations Act and its constitution;
- 2 entry into and performance of the further documents contemplated by the Approved Document (including, without limitation, the DIP Financing Documents), and effecting the transactions under it, will not violate or cause a breach or default under:
  - the Company's constitution;
  - the Corporations Act or any other applicable law; or
  - any document or transaction to which the Company is a party.

#### Commencement of chapter 11 case

**Resolved** that:

- 1 if the board of directors of Speedcast resolves to approve the chapter 11 filings of the Speedcast group:
  - a. 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; and
  - b. each officer of the Company, any director, any company





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secretary and any agent authorised by the board of directors of the Company, including but not limited to Michael Healy, the Chief Restructuring Officer of Speedcast (each a **Responsible Officer**), acting individually 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 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 advisers, 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 (**Chapter 11 Case**), including negotiating, executing, delivering and performing any and all documents, agreements, certificates and instruments in connection with the successful prosecution of the Chapter 11 Case, including the professional retentions set forth in this resolution.

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**Debtor in possession financing**

**Resolved that:**

- 2 in connection with the Chapter 11 Case, it is in the best interests of the Company:
    - a. to guarantee the obligations of the DIP Facility Borrower under the DIP Credit Agreement; and
    - b. to consummate the transactions contemplated under the DIP Credit Agreement in substantially the form set out in Schedule 1 to these resolutions, or on such other terms as any Responsible Officer, who may act without the joinder of any other Responsible Officer deems necessary, proper or desirable, 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**);
  - 3 the execution and delivery of the DIP Financing Documents (as defined below) by the Company and the consummation by the Company of the transactions contemplated thereunder, including:
    - a. the guaranty of the obligations thereunder as provided in any guaranty;
    - b. the grant of a security interest in and liens upon substantially all of the Company's assets in favour of the secured parties (including the authorisation of financing statements in connection with liens); and
    - c. the execution, delivery and performance of all other agreements, instruments, documents, notices or certificates 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, inter alia:

- (i) interest rate or currency hedging arrangements;
- (ii) a guarantee agreement (as defined in the DIP Credit Agreement) pursuant to which the Company will grant a guarantee for the obligations set out therein;
- (iii) a general security agreement over assets of the Company to be granted by the Company in favour of the secured parties;
- (iv) an intercreditor agreement among Speedcast, the Company, the borrowers and the pre-petition first lien security agent which are party to the Pre-Petition First Lien Credit Agreement (as defined in the DIP Credit Agreement), the DIP Agent, and the other parties thereto;
- (v) an account bank deed among Speedcast, the Company, the DIP Agent, and Australia and New Zealand Banking Group Limited;
- (vi) the third amendment to the Pre-Petition First Lien Credit Agreement (as defined in the DIP Credit Agreement); and
- (vii) any other Loan Document as defined 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;

- 4 any Responsible Officer, who may act without the joinder of any other Responsible Officer, is hereby severally authorised, empowered and directed, in the name and on behalf of the Company, to execute and deliver any DIP Financing Document to which the Company is a party, with such changes therein and additions thereto as any such Responsible Officer, in his or her sole discretion, may deem necessary, convenient, appropriate, advisable or desirable, the execution and delivery of such DIP Financing Document with any changes thereto by the relevant Responsible Officer, to be conclusive evidence that such Responsible Officer deemed such changes to meet such standard;
- 5 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 and instruments authorised, executed, delivered, reaffirmed, verified and/or filed in connection with the DIP Financing and the performance of obligations thereunder, including the borrowings, guarantees and giving of security contemplated thereunder, are hereby in all respects confirmed, ratified and approved;
- 6 each Responsible Officer of the Company, who may act without



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- the joinder of any other Responsible Officer, 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, 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 and any other DIP Financing Documents;
- 7 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 and any other DIP Financing Document including the granting of security thereunder;
  - 8 each Responsible Officer of the Company, who may act without the joinder of any other Responsible Officer, 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 the obligations and liabilities thereunder to the lenders under the DIP Credit Agreement and the DIP Agent, and, to authorize, 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;
  - 9 each Responsible Officer of the Company, who may act without the joinder of any other Responsible Officer, 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 Responsible Officer'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;
  - 10 each Responsible Officer of the Company, who may act without the joinder of any other Responsible Officer, 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 the DIP Credit Agreement and/or any of the DIP Financing Documents which shall, in such Responsible Officer's sole judgment, be necessary, proper or advisable;

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**Retention of advisers**

**Resolved** that, in each case subject to Bankruptcy Court approval:

- 11 the law firm of Weil, Gotshal & Manges LLP is hereby retained as counsel for the Company in the Chapter 11 Case;
  - 12 the law firm of Herbert Smith Freehills is hereby retained as counsel for the Company in the Chapter 11 Case;
  - 13 the firm of Moelis Australia Ltd is hereby retained as financial advisor for the Company in the Chapter 11 Case;
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- 14 the firm of FTI Consulting, Inc. is hereby retained for the Company in the Chapter 11 Case; and
- 15 the firm of Kurtzman Carson Consultants LLC is hereby employed as claims, noticing and solicitation agent for the Company in the Chapter 11 Case;

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**General authorisation  
and ratification**

**Resolved that:**

- 16 each Responsible Officer 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 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 being conclusive evidence that the same did meet such standards as set forth above;
- 17 any and all actions taken by any Responsible Officer 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; and
- 18 to the extent any document is required to be executed and delivered as a deed in connection with the foregoing resolutions, any such document is authorised to be executed and delivered for and on behalf of the Company by any director and/or the company secretary of the Company in accordance with section 127(1) of the Corporations Act.

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**Incidental matters:**

**Resolved** that the Company and severally each director, secretary or authorised signatory of the Company for and on behalf of the Company, be authorised to do any thing (including, but not limited to, certification, execution and delivery of documents) required to be done, capable of being done or advisable to do under, in accordance with or incidental to any of the above resolutions.

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**Signed** as a correct record.

*date* 22 April 2020

*sign here* ►   
Director

*print name* Peter Myers

*date* \_\_\_\_\_

*sign here* ► \_\_\_\_\_  
Director

*print name* Dominic Gyngell



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**Signed** as a correct record.

*date* \_\_\_\_\_

*sign here* ► \_\_\_\_\_  
Director

*print name* Peter Myers

*date* 22 April 2020

*sign here* ►  \_\_\_\_\_  
Director

*print name* Dominic Gyngell

**Fill in this information to identify the case:**

Debtor name: CapRock Communications (Australia) Pty Ltd  
 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 <sup>1</sup>	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

<sup>1</sup> 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 CapRock Communications (Australia) Pty Ltd  
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 <sup>1</sup>	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 CapRock Communications (Australia) Pty Ltd  
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 <sup>1</sup>	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 CapRock Communications (Australia) Pty Ltd  
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 <sup>1</sup>	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 Bid,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. <sup>2</sup>	§	
	§	

**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.

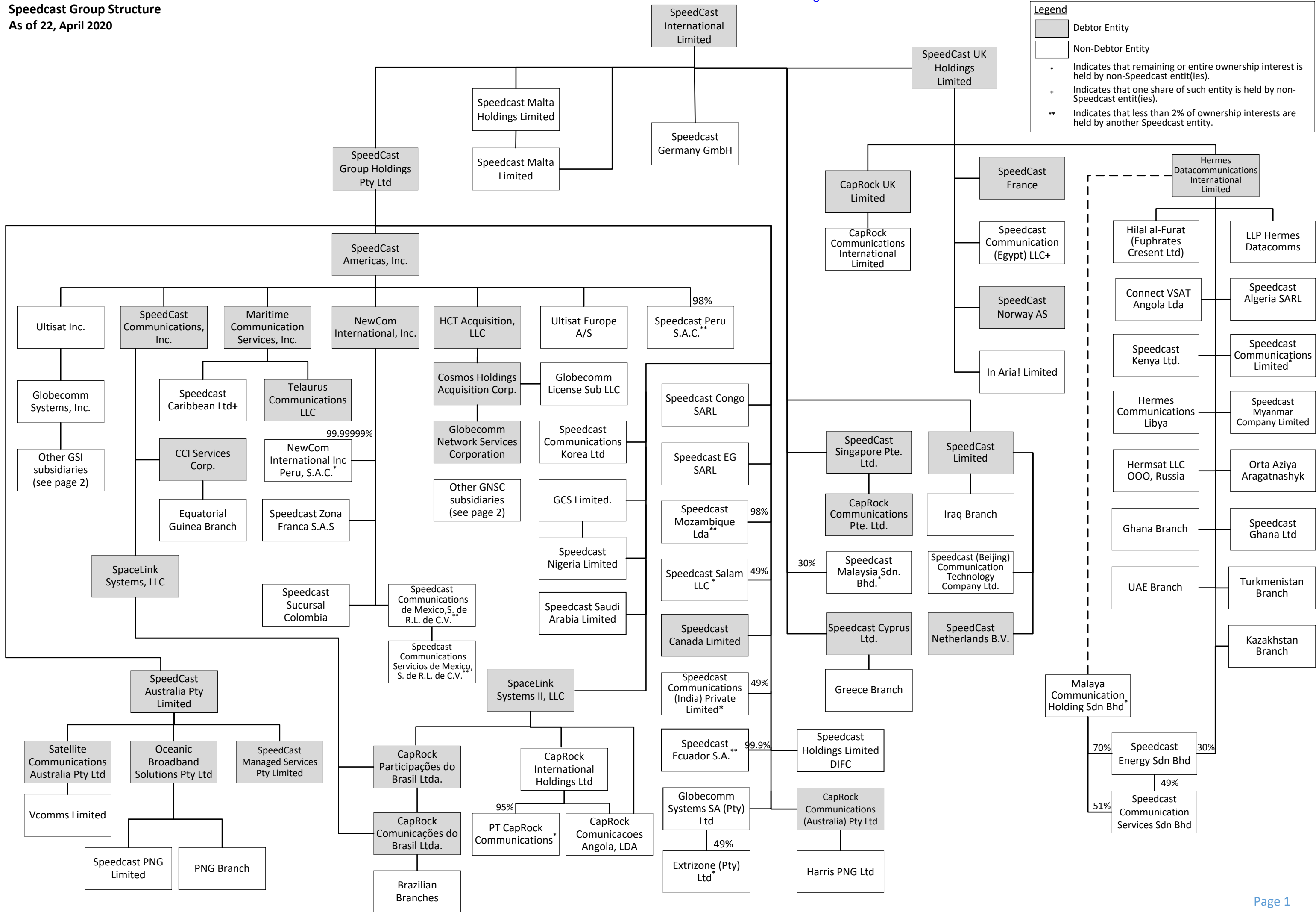
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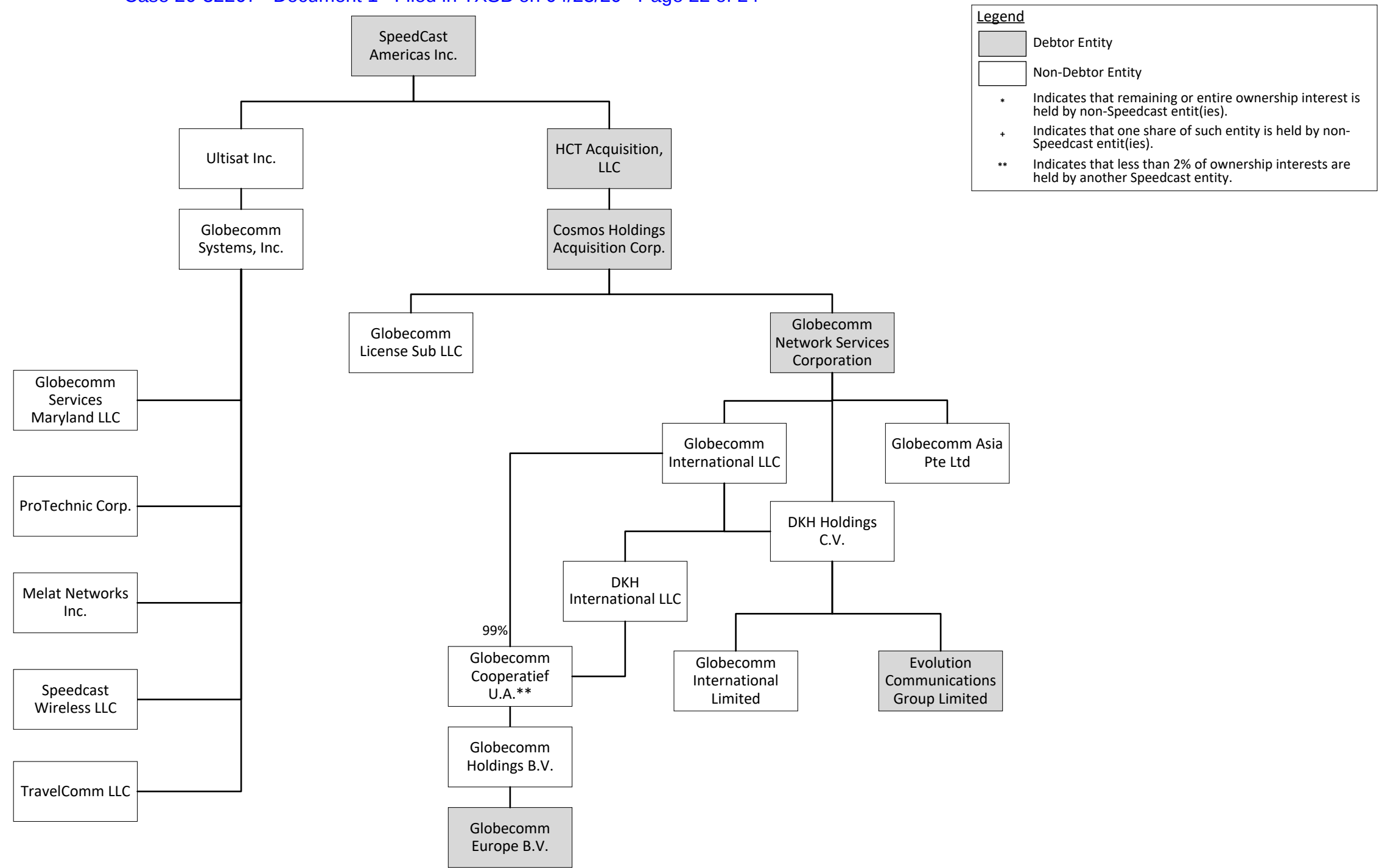
<sup>2</sup> A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ proposed claims and noticing agent at <https://www.kcellc.net/speedcast>. The Debtors’ service address for the purposes of these chapter 11 cases is 4400 S. Sam Houston Parkway East, Houston,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

<p><b>In re:</b></p> <p><b>CAPROCK COMMUNICATIONS (AUSTRALIA) PTY LTD,</b></p> <p style="padding-left: 40px;"><b>Debtor.</b></p>	§ § § § § § § §	<p><b>Chapter 11</b></p> <p><b>Case No. 19- ____ ( __ )</b></p>
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**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 in possession.

Name and Last Known Address of Equity Interest Holder	Kind/Class of Interest	Number of Interests Held
SpeedCast Group Holdings Pty Ltd. Lakes Business Park Unit 4F Level 1, 12 Lord Street, Botany, NSW 2019, Australia	Ordinary Shares	100.0%

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

Debtor name: CapRock Communications (Australia) Pty Ltd  
 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