Docket #0899 Date Filed: 11/03/2020

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

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

NOTICE OF FILING OF SOLICITATION VERSION OF DISCLOSURE STATEMENT FOR AMENDED JOINT CHAPTER 11 PLAN OF SPEEDCAST INTERNATIONAL LIMITED AND ITS DEBTOR AFFILIATES

PLEASE TAKE NOTICE THAT:

1. On October 31, 2020, SpeedCast International Limited and its debtor affiliates, as debtors and debtors in possession (collectively, the "**Debtors**"), filed the *Amended Disclosure Statement for Joint Chapter 11 Plan of SpeedCast International Limited and its Debtor Affiliates* (Docket No. 893) (the "**Disclosure Statement**"). The *Amended Joint Chapter 11 Plan of SpeedCast International Limited and its Debtor Affiliates* is attached to the Disclosure Statement as Exhibit A (the "**Plan**").

2. On November 2, 2020, after a hearing to consider the adequacy of the Disclosure Statement and seeking approval of the proposed procedures for the selection of a Plan sponsor (the "**Plan Sponsor Selection Procedures**") and the procedures proposed by the Debtors for solicitation of votes to accept or reject the Plan (the "**Solicitation Procedures**"), the Bankruptcy Court for the Southern District of Texas (the "**Court**") entered an order conditionally

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

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approving the Disclosure Statement, authorizing performance under the Plan Sponsor Selection Procedures, approving the Solicitation Procedures, and approving the form of ballots (the "**Ballots**") and notices (the "**Notices**") (Docket No. 896) (the "**Conditional Disclosure Statement Order**").

3. In accordance with Paragraph 58 of the Conditional Disclosure Statement Order, the Debtors have made final, non-substantive edits (consisting solely of correcting typographical and grammatical errors, making stylistic and formatting improvements, and adding updates of information as applicable) to the Disclosure Statement, the Plan, the Plan Sponsor Selection Procedures, the Ballots, and the Notices. The solicitation version of the Disclosure Statement is attached hereto as **Exhibit A**.

4. Copies of the Plan and the Disclosure Statement may be obtained free of charge by (i) visiting the website maintained by the Debtors' voting agent, Kurtzman Carson Consultants LLC (the "**Voting Agent**"), at http://www.kllc.net/speedcast, or (ii) by contacting the Voting Agent at the following address, telephone number, or email address: SpeedCast International Ballot Processing, c/o KCC LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; 1-877-709-4758 (domestic toll free) or 1-424-236-72366 (international); speedcastinfo@kccllc.com. In addition, copies of the Plan, the Disclosure Statement, and other filings may be obtained at or viewed for a fee on the Court's website, http://www.txs.uscourts.gov, by following the directions for accessing the ECF system on such website.

[*Remainder of page intentionally left blank*]

Dated: November 3, 2020
Houston, Texas

Respectfully submitted,

/s/ Alfredo R. Pérez

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Certificate of Service

I hereby certify that on November 3, 2020, a true and correct copy of the foregoing document was served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Alfredo R. Pérez
Alfredo R. Pérez

Exhibit A

Disclosure Statement

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

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

DISCLOSURE STATEMENT FOR AMENDED JOINT CHAPTER 11 PLAN OF SPEEDCAST INTERNATIONAL LIMITED AND ITS DEBTOR AFFILIATES

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

DISCLOSURE STATEMENT, DATED NOVEMBER 3, 2020

Solicitation of Votes on the
Amended Joint Chapter 11 Plan of

SPEEDCAST INTERNATIONAL LIMITED, *ET AL.*

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

THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN IS 4:00 P.M. (PREVAILING CENTRAL TIME) ON DECEMBER 8, 2020 UNLESS EXTENDED BY THE DEBTORS (THE "VOTING DEADLINE").

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

RECOMMENDATION BY THE DEBTORS

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

RECOMMENDATION BY THE CREDITORS' COMMITTEE

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

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

THE ISSUANCE OF THE NEW EQUITY INTERESTS ISSUED ON ACCOUNT OF THE DIRECT INVESTMENT PURSUANT TO THE PLAN SPONSOR AGREEMENT IS BEING MADE IN RELIANCE ON THE EXEMPTION FROM REGISTRATION SET

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

FORTH IN SECTION 4(a)(2) OF THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") AND/OR REGULATION D THEREUNDER.

THE AVAILABILITY OF THE EXEMPTION UNDER SECTION 1145 OF THE BANKRUPTCY CODE OR ANY OTHER APPLICABLE SECURITIES LAWS WILL NOT BE A CONDITION TO THE OCCURRENCE OF THE EFFECTIVE DATE.

THE NEW EQUITY INTERESTS TO BE ISSUED HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION (THE "SEC") OR BY ANY STATE SECURITIES COMMISSION OR SIMILAR PUBLIC, GOVERNMENTAL, OR REGULATORY AUTHORITY, AND NEITHER THE SEC NOR ANY SUCH AUTHORITY HAS PASSED UPON THE ACCURACY OR ADEQUACY OF THE INFORMATION CONTAINED IN THE DISCLOSURE STATEMENT OR UPON THE MERITS OF THE PLAN. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

CERTAIN STATEMENTS CONTAINED IN THE DISCLOSURE STATEMENT, INCLUDING STATEMENTS INCORPORATED BY REFERENCE, PROJECTED FINANCIAL INFORMATION (SUCH AS THAT REFERRED TO IN THE PRECEDING PARAGRAPH AND UNDER THE CAPTION "FINANCIAL PROJECTIONS" ELSEWHERE IN THIS DISCLOSURE STATEMENT) AND OTHER FORWARD-LOOKING STATEMENTS, ARE BASED ON ESTIMATES AND ASSUMPTIONS. THERE CAN BE NO ASSURANCE THAT SUCH STATEMENTS WILL BE REFLECTIVE OF ACTUAL OUTCOMES. FORWARD-LOOKING STATEMENTS SHOULD BE EVALUATED IN THE CONTEXT OF THE ESTIMATES, ASSUMPTIONS, UNCERTAINTIES, AND RISKS DESCRIBED HEREIN.

FURTHERMORE, READERS ARE CAUTIONED THAT ANY FORWARD-LOOKING STATEMENTS HEREIN, INCLUDING ANY PROJECTIONS, ARE SUBJECT TO A NUMBER OF ASSUMPTIONS, RISKS, AND UNCERTAINTIES, MANY OF WHICH ARE BEYOND THE CONTROL OF THE DEBTORS, INCLUDING THE IMPLEMENTATION OF THE PLAN. IMPORTANT ASSUMPTIONS AND OTHER IMPORTANT FACTORS THAT COULD CAUSE ACTUAL RESULTS TO DIFFER MATERIALLY INCLUDE, BUT ARE NOT LIMITED TO, THOSE FACTORS, RISKS AND UNCERTAINTIES DESCRIBED IN MORE DETAIL UNDER THE HEADING "CERTAIN RISK FACTORS TO BE CONSIDERED" BELOW, AS WELL AS THE VOLATILITY IN THE CURRENT MARKET IN LIGHT OF THE COVID-19 PANDEMIC AND ITS IMPACT ON THE DEBTORS' BUSINESS VENTURES AND CUSTOMERS AND OTHER RISKS INHERENT IN THE DEBTORS' BUSINESSES AND OTHER FACTORS LISTED IN THE DEBTORS' PUBLIC ASIC (AS DEFINED BELOW) FILINGS. PARTIES ARE CAUTIONED THAT THE FORWARD-LOOKING STATEMENTS SPEAK AS OF THE DATE MADE, ARE BASED ON THE DEBTORS' CURRENT BELIEFS, INTENTIONS, AND EXPECTATIONS, AND ARE NOT GUARANTEES OF FUTURE PERFORMANCE. ACTUAL RESULTS OR DEVELOPMENTS MAY DIFFER MATERIALLY FROM THE EXPECTATIONS EXPRESSED OR IMPLIED IN THE FORWARD-LOOKING STATEMENTS, AND THE DEBTORS UNDERTAKE NO OBLIGATION TO UPDATE ANY SUCH STATEMENTS.

THE DEBTORS AND REORGANIZED DEBTORS, AS APPLICABLE, DO NOT INTEND AND UNDERTAKE NO OBLIGATION TO UPDATE OR OTHERWISE REVISE ANY FORWARD-LOOKING STATEMENTS, INCLUDING ANY PROJECTIONS CONTAINED HEREIN, TO REFLECT EVENTS OR CIRCUMSTANCES EXISTING OR ARISING AFTER THE DATE HEREOF OR TO REFLECT THE OCCURRENCE OF UNANTICIPATED EVENTS OR OTHERWISE, UNLESS INSTRUCTED TO DO SO BY THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF TEXAS HAVING JURISDICTION OVER THE CHAPTER 11 CASES AND, TO THE EXTENT OF ANY REFERENCE MADE UNDER SECTION 157 OF TITLE 28 OF THE UNITED STATES CODE OR IF THE BANKRUPTCY COURT IS DETERMINED NOT TO HAVE AUTHORITY TO ENTER A FINAL ORDER ON AN ISSUE, THE UNIT OF SUCH DISTRICT COURT HAVING JURISDICTION OVER THE CHAPTER 11 CASES UNDER SECTION 151 OF TITLE 28 OF THE UNITED STATES CODE (THE "BANKRUPTCY COURT").

NO INDEPENDENT AUDITOR OR ACCOUNTANT HAS REVIEWED OR APPROVED THE FINANCIAL PROJECTIONS OR THE LIQUIDATION ANALYSIS HEREIN.

THE DEBTORS HAVE NOT AUTHORIZED ANY PERSON TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, IN CONNECTION WITH THE PLAN OR THE DISCLOSURE STATEMENT.

THE STATEMENTS CONTAINED IN THE DISCLOSURE STATEMENT ARE MADE AS OF THE DATE HEREOF UNLESS OTHERWISE SPECIFIED. THE TERMS OF THE PLAN GOVERN IN THE EVENT OF ANY INCONSISTENCY WITH THE SUMMARIES IN THE DISCLOSURE STATEMENT.

THE INFORMATION IN THE DISCLOSURE STATEMENT IS BEING PROVIDED SOLELY FOR PURPOSES OF VOTING TO ACCEPT OR REJECT THE PLAN OR OBJECTING TO CONFIRMATION. NOTHING IN THE DISCLOSURE STATEMENT MAY BE USED BY ANY PARTY FOR ANY OTHER PURPOSE.

ALL EXHIBITS TO THE DISCLOSURE STATEMENT ARE INCORPORATED INTO AND ARE A PART OF THE DISCLOSURE STATEMENT AS IF SET FORTH IN FULL HEREIN.

PLEASE BE ADVISED THAT SECTIONS 10.5, 10.6, 10.7, 10.8, AND 10.9 OF THE PLAN CONTAIN RELEASE, EXCULPATION AND INJUNCTION PROVISIONS. YOU SHOULD REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MAY BE AFFECTED.

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I.
INTRODUCTION

Overview of Restructuring

SpeedCast International Limited ("**Speedcast**") and its debtor affiliates[3] (each, a "**Debtor**," and collectively, the "**Debtors**") submit this disclosure statement (as may be amended, supplemented, or modified from time to time, the "**Disclosure Statement**") in connection with the solicitation of votes on the *Amended Joint Chapter 11 Plan of SpeedCast International Limited and its Debtor Affiliates*, dated November 3, 2020, attached hereto as **Exhibit A**.

Pursuant to paragraph 37 of the Procedures for Complex Chapter 11 Cases in the Southern District of Texas (the "**Complex Case Procedures**") and Rule 3016-2 of the Bankruptcy Local Rules for the United States Bankruptcy Court for the Southern District of Texas (the "**Local Rules**"), the Disclosure Statement and the Plan are being submitted as a single document and the terms and provisions of the Plan are hereby incorporated by reference and made a part hereof.

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

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

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

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

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

participated in non-binding mediation with Chief Judge David R. Jones on September 22, 2020. The mediation did not result in a fully consensual resolution.

These negotiations ultimately led the Debtors to file the DIP Refinancing Motion (as defined herein), which provided the Debtors with a commitment from certain affiliates of Centerbridge Partners, L.P. ("**Centerbridge**") to provide a replacement DIP facility (the "**Replacement DIP Facility**") to fund the Debtors' chapter 11 process. The Replacement DIP Facility's terms do not require the filing or consummation of a plan of reorganization or sale process acceptable to the DIP lenders thereunder. The Replacement DIP Facility was approved on October 5, 2020 (Docket No. 777).

On October 10, 2020, the Debtors entered into the Amended and Restated Equity Commitment Agreement (the "**ECA**"), attached hereto as **Exhibit C**, pursuant to which, among other things, Centerbridge and its affiliates committed to make a new-money equity investment for 100% of the equity interests in a newly formed parent entity of the Debtors and their non-Debtor affiliates for an aggregate amount of $500 million.

The Debtors believe that the Plan maximizes the value of the Debtors' estates and represents the best available transaction for all of the Debtors' stakeholders. As detailed in the Recommendation Letter, the Creditors' Committee also supports the Plan and encourages all unsecured creditors to vote to accept the Plan. However, as described more fully herein, in conjunction with the solicitation of votes on the Plan, the Debtors are simultaneously running the Plan Sponsor Selection Process to allow prospective plan sponsors to make a higher or better proposal ("**Alternative Plan Proposal**"). To the extent the Debtors determine, in consultation with the Creditors' Committee, that an Alternative Plan Proposal is in the best interests of the estates and would result in a higher recovery to the Debtors' stakeholders, they will make the appropriate disclosures to the Debtors' stakeholders in advance of the Confirmation Hearing.

Overview of Plan

The Plan provides for a comprehensive restructuring of the Debtors' balance sheet and corporate organizational structure and a significant investment of capital in the Debtors' business. The transactions contemplated in the Plan will strengthen the Company by substantially reducing its debt and increasing its cash flow on a go-forward basis, and preserving approximately 900 jobs. Specifically, the proposed restructuring contemplates, among other things:

- a complete discharge of the Company's debt under the Syndicated Facility Agreement in the amount of approximately $633.9 million;
- a Plan Sponsor Selection Process that will run simultaneously with the solicitation of the Plan, with the goal of securing potentially higher recoveries for the Debtors' creditors;
- a $500 million equity investment provided by the Plan Sponsor in cash (or such greater amount as may be determined pursuant to the Plan Sponsor Selection Process);

- a $150 million recovery to holders of Allowed Syndicated Facility Secured Claims in cash (or such greater recovery as may be determined pursuant to the Plan Sponsor Selection Process);

- a $25 million recovery to holders of Unsecured Trade Claims in cash; and

- establishment of a Litigation Trust for the benefit of Other Unsecured Claims.

The Plan provides for the following treatment of claims and equity interests:

- ***Class 1: Other Priority Claims.*** The legal, equitable, and contractual rights of the holders of Allowed Other Priority Claims are unaltered by the Plan. Except to the extent that a holder of an Allowed Other Priority Claim agrees to different treatment in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Other Priority Claim, on the later of the Effective Date and the date that is ten (10) Business Days after the date such Other Priority Claims becomes an Allowed Claim, or, in each case, as soon as reasonably practicable thereafter, each holder of an Allowed Other Priority Claim shall receive, on account of such Allowed Claim, (i) Cash in an amount equal to the Allowed amount of such Claim, or (ii) other treatment consistent with the provisions of 1129 of the Bankruptcy Code; *provided*, that Allowed Other Priority Claims that arise in the ordinary course of the Debtors' business, shall be paid by the Debtors or the Reorganized Debtors, as applicable, in the ordinary course of business, consistent with past practice and in accordance with the terms and subject to the conditions of any orders or agreements governing, instruments evidencing, or other documents establishing, such liabilities without further actions by holders of such Other Priority Claims or further approval by the Bankruptcy Court.

- ***Class 2: Other Secured Claims***. The legal, equitable, and contractual rights of the holders of Allowed Other Secured Claims are unaltered by the Plan. Except to the extent that a holder of an Allowed Other Secured Claim agrees to different treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Other Secured Claim, on the later of the Effective Date and the date on which such Other Secured Claim becomes an Allowed Claim, or, in each case, as soon thereafter as is reasonably practicable, each holder of an Allowed Other Secured Claim shall receive on account of such Allowed Claim, at the option of the applicable Reorganized Debtor(s): (i) Cash in an amount equal to the Allowed amount of such Claim, (ii) Reinstatement or such other treatment sufficient to render such holder's Allowed Other Secured Claim Unimpaired pursuant to section 1124 of the Bankruptcy Code, or (iii) such other recovery necessary to satisfy the provisions of section 1129 of the Bankruptcy Code.

- ***Class 3: Syndicated Facility Secured Claims.*** On the Effective Date, except to the extent that a holder of an Allowed Syndicated Facility Secured Claim agrees to different treatment in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Syndicated Facility Secured Claim under the Plan Sponsor Agreement, each holder of an Allowed Syndicated Facility Secured Claim, which Claims are deemed Allowed in the aggregate amount equal to the Allowed SFA Secured Claim Amount, shall

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

- ***Class 4A: Unsecured Trade Claims.*** On the Effective Date, or as soon as reasonably practicable thereafter, except to the extent that a holder of an Allowed Unsecured Trade Claim agrees or has agreed to different treatment in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Unsecured Trade Claim, each holder of an Allowed Unsecured Trade Claim shall receive its Pro Rata share of the Trade Claim Cash Amount in Cash.

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

- ***Class 5: Intercompany Claims.*** All Intercompany Claims will be adjusted, continued, settled, reinstated, discharged, eliminated, or otherwise managed, in each case to the extent determined to be appropriate by the Debtors or Reorganized Debtors, as applicable, after consultation with the Plan Sponsor.

- ***Class 6: Subordinated Claims.*** Allowed Subordinated Claims are subordinated to Claims, as applicable, in (i) Class 4A and Class 4B or (ii) Class 7, pursuant to the Plan and section 510 of the Bankruptcy Code. The holders of Allowed Subordinated Claims shall not receive or retain any property under the Plan on account of such Allowed Subordinated Claims.

- ***Class 7: Parent Interests.*** On the Effective Date, all Parent Interests shall be deemed valueless, shall not receive or retain any property or distribution under the Plan and shall be discharged, cancelled, released, and extinguished.

- ***Class 8: Intercompany Interests.*** On the Effective Date, at the option of the Reorganized Debtors, in consultation with the Plan Sponsor, all Allowed Intercompany Interests shall either (i) remain unaffected by the Plan and continue in place or (ii) be cancelled (or otherwise eliminated) and holders of such cancelled Intercompany Interests shall not receive or retain any property under the Plan.

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

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

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

Equity Commitment Agreement

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

Settlement with Creditors' Committee

The Plan embodies a contribution of cash by the Plan Sponsor to ensure the Debtors' essential trade creditors support of the Reorganized Debtors. The Plan also embodies a settlement with the UCC that includes the establishment and funding of the Litigation Trust in connection with treatment of the Other Unsecured Claims, and the compromise and settlement of potential Causes of Action, including any and all of the UCC's potential (a) objections or challenges to the amount, validity, perfection, enforceability, priority or extent of the Prepetition Loans or the Prepetition Secured Parties' Liens (as defined in the Final DIP Order) and (b) assertions or actions for preferences, fraudulent transfers or conveyances, other avoidance power claims or any other claims, counterclaims or causes of action, objections, contests or defenses against the Prepetition Secured Parties). Taking into account the current facts and circumstances of these chapter 11 cases, the Committee has determined that the agreements embodied in the Plan, including the foregoing, and the recoveries provided to the holders of Class 4A Claims and Class 4B Claims thereunder, represent a fair and reasonable resolution of the rights and interests of the Debtors' creditors. As such, the Committee supports the Plan.

Inquiries

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

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

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

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

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

II.
SUMMARY OF PLAN TREATMENT

Treatment of Claims and Interests

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

Class	Type of Claim or Interest	Impairment and Entitlement to Vote	Estimated Allowed Amount and Approx. Percentage Recovery
Class 1	Other Priority Claims	Unimpaired No (Deemed to accept)	Estimated Allowed Amount: N/A Estimated Percentage Recovery: N/A
Class 2	Other Secured Claims	Unimpaired No (Deemed to accept)	Estimated Allowed Amount: N/A Estimated Percentage Recovery: N/A

Class	**Type of Claim or Interest**	**Impairment and Entitlement to Vote**	**Estimated Allowed Amount and Approx. Percentage Recovery**
Class 3	Syndicated Facility Secured Claims	Unimpaired Yes[5]	Estimated Allowed Amount: $150 million Estimated Percentage Recovery: 100%
Class 4A[6]	Unsecured Trade Claims	Impaired Yes	Estimated Allowed Amount: $67 million - $93 million Estimated Percentage Recovery: 27% -37%
Class 4B[6]	Other Unsecured Claims[7]	Impaired Yes	Estimated Allowed Amount: $507 million - $516 million[8] Estimated Percentage Recovery: ≥0%
Class 5	Intercompany Claims	Unimpaired No (Deemed to accept / reject)	Estimated Allowed Amount: TBD Estimated Percentage Recovery: 100%/0%

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

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

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

8 For purposes of the Estimated Percentage Recovery in Class 4B, potential recoveries arising from Causes of Action transferred to the Litigation Trust, if any, have not been calculated by the Debtors. The Debtors cannot assure holders of Other Unsecured Claims that any recoveries will be realized from these Causes of Action.

Class	Type of Claim or Interest	Impairment and Entitlement to Vote	Estimated Allowed Amount and Approx. Percentage Recovery
Class 6	Subordinated Claims	Impaired No (Deemed to reject)	Estimated Allowed Amount: TBD Estimated Percentage Recovery: 0%
Class 7	Parent Interests	Impaired No (Deemed to reject)	Estimated Allowed Amount: TBD Estimated Percentage Recovery: 0%
Class 8	Intercompany Interests	Unimpaired / Impaired No (Deemed to accept / reject)	Estimated Allowed Amount: TBD Estimated Percentage Recovery: 100%/0%

Classification of Claims Under Class 4A

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

Establishment and Funding of Litigation Trust

Pursuant to the Plan, the Debtors will establish a Litigation Trust to pursue Causes of Action transferred to the Litigation Trust and to distribute the proceeds of any recovery thereon to holders of Allowed Other Unsecured Claims. On the Effective Date, the Debtors will transfer to the

Litigation Trust: (i) cash in the amount of $2,500,000; (ii) all Causes of Action by or on behalf of any Debtor or Debtor's Estate against (A) Non-Released Parties (and, if a Non-Released Party is a former director or officer of the Debtors, solely to the extent of available proceeds under the applicable D&O Policy), and (B) other persons to be mutually determined by the Debtors, the Plan Sponsor, and the Creditors' Committee, including Causes of Action, if any, arising under the Bankruptcy Code, state or other applicable or similar fraudulent transfer statutes, or claims arising under state or other applicable law based upon negligence, breach of fiduciary duty, lender liability, and/or other similar Causes of Action; and (iii) all Causes of Action of any Debtor, the Debtors' Estates, and the Reorganized Debtors arising under any D&O Policy, subject to limitations and certain exceptions set forth in the Plan; *provided*, that Litigation Trust Causes of Action shall not include (x) any Causes of Action against any Released Party that is released pursuant to the Plan and (y) Causes of Action against holders of Allowed Unsecured Trade Claims and any counterparty to an executory contract or unexpired lease under section 365(b)(1)(A) of the Bankruptcy Code that has been assumed by the Reorganized Debtors to the extent such counterparty is not otherwise a Non-Released Party. The Litigation Trust shall be governed by the Litigation Trust Agreement and administered by the Liquidation Trustee selected by the Creditors' Committee with the reasonable consent of the Debtors.

CACIB Claims

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

III.
OVERVIEW OF DEBTORS' OPERATIONS

Business Overview

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

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

The Maritime Business. The Maritime Business provides remote and secure communications services primarily to yachting, commercial shipping, passenger vessel, fishing, and offshore vessel customers that require broadband connectivity and other services. The Company serves about 50% of ocean-going cruise ships globally, and the Company uses Very Small Aperture Terminal ("**VSAT**"), L-Band, and 4G/LTE networks to deliver communications across oceans and coastlines to its commercial shipping and cruise clients. VSAT is used by the Company's yachting customers to secure high quality internet connections and multimedia content delivery. Commercial shipping vessels include cargo, tanker, bulk, container, and service ships. The main uses for VSAT communications solutions in relation to commercial shipping vessels include accessing corporate networks, crew communication, and ship operation, a function increasingly performed remotely. Passenger vessels are primarily cruise operators that require bandwidth services for the operation of the vessel and for crew and passenger connectivity. Fishing vessels are operators who are primarily engaged in the global fishing industry and require bandwidth services for the operation of their vessel, communications and crew welfare. Offshore vessels include offshore support vessels that perform support functions for offshore rigs including research and surveying, construction, logistics, and platform support and development.

The Energy Business. The Company's Energy Business provides high-bandwidth remote communication services to all segments of the global energy industry, including companies involved in drilling and exploration, floating production storage, offloading, offshore service, general service, engineering, and construction. The Company provides the necessary expertise, infrastructure, and network capacity to their energy customers to keep vital applications running and crews connected to support operations and the safety of customers' employees.

The Company holds a market leading position in the provision of satellite communication services to the oil and gas industry with a market share of 22%. The Company is the market leader in deepwater connectivity and is the global partner to the world's largest oilfield services company. VSAT communication solutions are a critical part of the communications networks for energy customers, whose operations are often in remote areas beyond the reach of landline or cellular network connections.

The Company also provides mission-critical connectivity between an organization's different operational sites and headquarters. The high speed networks are used for real-time transmission of data for geologists and engineers, production volume monitoring, oil storage levels, video surveillance and remote operation of vehicles and machinery, and monitoring of IoT devices installed at the sites. For energy customers undertaking exploration activities, the Company offers terrestrial mobility solutions, leveraging mobile antennas such as vehicle mounted antennas and fly-away antennas. Other technologies such as Long Term Evolution ("**LTE**"), medium earth orbit ("**MEO**"), and other high-performance networks are now widely used in energy. Further diversification in energy is occurring with systems integration, professional services, and managed subsea fiber connectivity.

The EEM Business. The Company's EEM Business serves a wide range of markets and customers across multiple sectors, including cellular and telecom customers, humanitarian organizations, and utilities, mining, and media companies across multiple markets in the Pacific and South East Asia regions, South America, and the Sub-Saharan region of Africa. These services allow these enterprises and organizations to function in remote areas with limited access to wireless communications. The Company deploys engineering teams to carry out physical network design, installation, maintenance, and integration of infrastructure in these remote areas. The Company also provides mobile communications solutions for humanitarian and disaster response teams that can be used in harsh environments at unexpected times.

The Company's services to cellular and telecom operators can be grouped into the following categories—trunking, backhaul, and services provided to telecom operators as part of a broader end-user solution. Services operated on behalf of telecom operators are satellite services that telecom operators provide to their customers. The Company also generates wholesale voice revenue from telecom customers; this service is on a wholesale basis, allowing telecom operators to bundle the service with other telecommunications services.

The Government Business. The Company's Government Business provides secure, reliable, high-value solutions to end users in remote locations in over 100 countries around the world. The Government Business's customers include (i) U.S. government agencies (approximately 35%), (ii) defense and prime contractors (approximately 50%), and (iii) international governments and inter-governmental organization (approximately 15%).

The Government Business unit includes the combined capabilities of the legacy UltiSat and Globecomm government business entities. In support of its customers, the Government Business provides: (i) managed satellite and wireless network and information services; (ii) engineering and technical services incorporating complex systems integration projects and/or high-touch professional services; and (iii) manned and unmanned airborne beyond line-of-sight technology, connectivity, and intelligence/surveillance/reconnaissance solutions in support of government aircraft missions.

Satellite networks are utilized by this segment to provide connectivity between forward deployed units and their command centers as well as to provide aid recovery and humanitarian solutions after natural disasters or military conflict. The Government Business also supplies equipment and services to military organizations to establish communications networks used for troop personnel welfare, allowing military personnel to communicate with friends and family back home including access to education, training, and entertainment services.

The Company's Government Business unit is one of 12 companies qualified to sell commercial satellite communications solutions to the Defense Information Systems Agency. The acquisitions of UltiSat and Globecomm have enabled the Company to deliver products and services to customers in the government sector that are more strictly regulated, including the U.S. military and intelligence agencies.

Debtors' Corporate History and Governance Structure

1. Corporate History

In September 1999, a group of investors, including Asia Satellite Telecommunications Holdings Limited ("**AsiaSat**") founded the Company as a generalist satellite service provider offering primarily internet access services to the small–medium enterprise market. In 2007, the Company became a wholly owned subsidiary of AsiaSat.

In 2012, the Company was spun off from AsiaSat and, following a series of acquisitions of Australian and New Zealand satellite communications companies, reorganized as an Australian public company. In August 2014, the Company completed an initial public offering of 76.5 million shares (approximately 63.7% of outstanding shares at the time). On the same day, Speedcast's shares commenced trading on the ASX under the ticker symbol "SDA."

Since 2012, the Company has pursued a targeted M&A strategy aimed at obtaining geographic and industrial diversification, economies of scale, and operational efficiencies. The Company has acquired 16 distinct business since 2012, including three major acquisitions which were completed between 2017 and 2019:

(a) **Harris CapRock Acquisition**. On January 1, 2017, the Company acquired Harris CapRock, a leading provider of communications networks for remote and harsh environments, for $425 million, funded, in part, by a fully underwritten syndicated debt facility of $385 million (the "**Senior Secured Bank Loan**"). The Senior Secured Bank Loan and Accordion Facility (as defined herein) were subsequently refinanced via the proceeds of the Syndicated Facility Agreement (as defined herein).

(b) **UltiSat Acquisition**. On November 1, 2017, the Company acquired UltiSat Inc. ("**UltiSat**"), a leading provider of remote communications and professional services to governments, international government organizations and NGOs, for $100 million in cash, funded, in part, by a $60 million accordion facility (the "**Accordion Facility**").

(c) **Globecomm Acquisition**. On December 14, 2018, the Company acquired Globecomm Systems Inc. ("**Globecomm**"), a leading provider of remote communications networks to both government and commercial clients, for $135 million, funded with proceeds of the Incremental Term Loan (as defined herein).

2. Corporate and Governance Structure

The Company consists of more than 95 entities organized in numerous jurisdictions. Speedcast is publicly listed on the ASX. At the Company's request, Speedcast is currently suspended from quotation from the ASX (as discussed below). All the Debtors are direct or indirect subsidiaries of Speedcast. A copy of the Company's organization chart, showing both the Debtors and the Non-Debtor Affiliates, is annexed hereto as **Exhibit B**.

Speedcast's Board of Directors consists of four independent members:

Name	Position
Stephe Wilks	Independent Director / Chair
Grant Scott Ferguson	Independent Director
Michael Martin Malone	Independent Director
Peter Jackson	Independent Director

On August 27, 2019, following lower than expected half-year results for FY19, the Company announced the implementation of a board renewal process. As part of the process, the Company announced Stephe Wilks' appointment as Independent Director and Chairman of the Board of Directors and John Mackay's resignation from his position as Director and Chairman of the Board of Directors. On September 27, 2019, the Company further announced the appointments of Peter Shaper and Joe Spytek (who, as discussed below, no longer sit on the Board of Directors) as Executive Directors and Caroline van Scheltinga's retirement from the Board of Directors. Including Stephe Wilks, the Company currently has four Independent Directors. Independent Directors Peter Jackson, Grant Scott Ferguson, and Michael Martin Malone were appointed as Independent Directors in 2012, 2013, and 2014, respectively.

On August 23, 2020, Joe Spytek gave notice to the Company that he would be resigning as a member of the Board of Directors of the Company. On August 28, 2020, the Board of Directors accepted the resignation tendered by Joe Spytek as a member of the Board of Directors of the Company and on such date, his resignation was effective.

On August 24, 2020, Peter Shaper gave notice to the Company that he would be resigning as Chief Executive Officer of the Company. On August 28, 2020, the Board of Directors accepted the resignation tendered by Peter Shaper as Chief Executive Officer and member of the Board of Directors of the Company and on such date, his resignation was effective.

The Company has highly experienced managers for its operations. The Company's senior management team consists of the following individuals:

Name	Position
Joe Spytek	President / Chief Commercial Officer
Peter Myers	Chief Financial Officer
John Truschinger	Chief Administrative Officer
Dominic Gyngell	General Counsel
Chris Hill	Chief Technology Officer

3. Proxy Board

As outlined above, on November 1, 2017, the Company acquired UltiSat and on December 14, 2018, the Company acquired Globecomm. UltiSat and Globecomm (collectively, the "**Proxy Companies**"), which together with their respective subsidiaries are Non-Debtor Affiliates, form the Company's Government Business, are managed through that certain Proxy Agreement with Respect to Capital Stock of Ultisat, Inc., dated November 26, 2018, by and among Speedcast, Speedcast Group Holdings Pty Ltd., Speedcast Americas, Inc., UltiSat, and James David Bryan, Rand Hilton Fisher, and Paul Theodore Hengst (collectively, the "**Proxy Board**"), and the U.S. Department of Defense (the "**Proxy Agreement**"), as required by the U.S. National Industrial Security Program ("**NISP**").

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

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

4. Special Restructuring Committee

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

Equity Ownership

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

Prepetition Indebtedness

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

1. Syndicated Facility Agreement

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

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

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

2. Hedging Agreements

On May 15, 2018, Speedcast and ING Bank N.V. ("**ING**") entered into that certain ISDA 2002 Master Agreement (the "**ING ISDA Master Agreement**" and, together with the schedule thereto, confirmations thereunder and all other documentation executed in connection with any of the foregoing, the "**ING Swap Documents**"). On May 16, 2018, Speedcast and CACIB entered into that certain ISDA 2002 Master Agreement ("**CACIB ISDA Master Agreement**" and, together with the schedule thereto, confirmations thereunder and all other documentation executed in connection with any of the foregoing, the "**CACIB Swap Documents**"). Speedcast utilized the ING Swap Documents and the CACIB Swap Documents to hedge its exposure to interest rate

fluctuations under its Syndicated Facility Agreement. As of the Petition Date, the mark-to-market value of outstanding hedge obligations owed to ING was approximately $11.1 million and the mark-to-market value of outstanding hedge obligations owed to CACIB was approximately $23.8 million.

3. Asset Financing Arrangements

Certain of the Debtors are also parties or guarantors to asset financing arrangements with: (i) ST Engineering iDirect (Europe) CY NV ("**Newtec**"), a seller of hardware engaged in the business of designing, developing, and manufacturing equipment, software and technologies for satellite communication; and (ii) Thrane & Thrane A/S and Seal Tel Inc. (each d/b/a "**Cobham**"), manufacturers of satellite and radio communication terminals and earth stations for land, marine, and airborne applications, along with Australia and New Zealand Banking Group Limited ("**ANZ**"), for equipment used as part of the Debtors' operations (together, the "**Financing Arrangements**"). As of the Petition Date, the Debtors had outstanding obligations under the Financing Arrangements in the amount of (a) $10.8 million and (b) $3.7 million, respectively.

Newtec Financing Arrangement. On November 22, 2019, Speedcast Limited and Speedcast entered into a financing agreement (the "**Newtec Agreement**") with Newtec, pursuant to which Speedcast Limited agreed to purchase certain hardware and software for its satellite communication network, including modems (the "**Newtec Equipment**") from Newtec on credit. Under the Newtec Agreement, Speedcast Limited agreed to pay Newtec $15,024,650 (the "**Newtec Principal Amount**") for the Newtec Equipment via a down payment in the amount of $2,500,000 followed by twenty-three (23) monthly installment payments in the amount of $544,550, beginning in February 2020. Pursuant to the terms of the Newtec Agreement, Newtec retains title to the Newtec Equipment until Speedcast Limited has made the twentieth (20th) payment. Speedcast guarantees Speedcast Limited's obligations under the Newtec Agreement. The Newtec Agreement permits Speedcast Limited and certain affiliates, including some of the Debtors, to possess and use the Newtec Equipment, which the Debtors use to provide services to the majority of their material customers, during the financing period. As of the date of this Disclosure Statement, Speedcast Limited has outstanding obligations in the amount of approximately $7.9 million under the Newtec Agreement.

Cobham Financing Arrangement. On November 1, 2017, Speedcast Limited entered into an Agreement of Re-Sale (the "**Cobham Resale Agreement**") with Cobham, pursuant to which Speedcast Limited and its affiliates agreed to purchase certain equipment, including antennas (the "**Cobham Equipment**"), for resale to their customers. Under the Cobham Resale Agreement, Speedcast Limited agreed to make payments for the Cobham Equipment pursuant to separate individual purchase orders. Pursuant to the Cobham Resale Agreement, Cobham retains all title to the Cobham Equipment until Cobham has received in full all sums due to it in respect of the Cobham Equipment. SpeedCast International Limited guarantees Speedcast Limited's obligations under the Cobham Resale Agreement.

On June 15, 2018, in connection with the Cobham Resale Agreement, Speedcast Limited entered into a Long Term Credit Agreement with Cobham (the "**Cobham Credit Agreement**"), pursuant to which Speedcast Limited and certain of its affiliates were permitted to purchase the Cobham Equipment on credit, with the initial credit limit under such arrangement totaling $8,600,000.

The Cobham Credit Agreement provides that Cobham may transfer the BoEs (as defined herein) to ANZ or another bank of Cobham's choosing. On December 10, 2018, Speedcast entered into a Guarantee with ANZ, pursuant to which SpeedCast International Limited agreed to guarantee Speedcast Cyprus Ltd.'s ("**Speedcast Cyprus**") obligations under any applicable Bills of Exchange that ANZ may purchase from Cobham.

On June 20, 2019, the Cobham Credit Agreement was amended to (i) replace Speedcast Limited with Speedcast Cyprus, as the Speedcast contracting party and (ii) limit the credit available under the Cobham Credit Agreement to those purchase orders placed by Speedcast Cyprus. Under the Cobham Credit Agreement, Speedcast Cyprus and Cobham entered into two Bills of Exchange (the "**BoEs**"): (i) the first dated December 14, 2018 with total payments of $8,600,000 and (ii) the second dated July 12, 2019 with total payments of $5,545,220.96. The Cobham Credit Agreement permits Speedcast Cyprus to install the Cobham Equipment on customers' vessels and use the Cobham Equipment for provision of services while the amounts owed under the BoEs are outstanding.

Pursuant to a Bills of Exchange Purchase Agreement, by and between Cobham and ANZ, dated July 5, 2019, Cobham sold its interest, rights and obligations in the BoEs to ANZ. On July 5, 2019, in connection with the sale of the BoEs to ANZ, Speedcast Cyprus entered into a Fixed and Floating Charge Debenture with ANZ, pursuant to which Speedcast Cyprus granted ANZ a charge in the equipment Speedcast Cyprus purchased under the Cobham Credit Agreement. Further, on July 5, 2019, in connection with the sale of the BoEs to ANZ, Speedcast entered into a second Guarantee with ANZ, pursuant to which Speedcast agreed to guarantee Speedcast Cyprus's obligations under the BoE constituting the Tranche 1 Facility under the Bills of Exchange Purchase Agreement. As of the date of this Disclosure Statement, Speedcast Cyprus has outstanding obligations of approximately $8.2 million owed to ANZ under the BoEs.

4. Other Claims

The Debtors have other claims against them that do not consist of long-term funded debt. In the ordinary course of their business, the Debtors incur trade debt with numerous vendors in connection with their operations. The Debtors have a number of unsecured prepetition obligations to certain of their vendors that do not benefit from non-bankruptcy lien rights or setoff rights.

On June 30, 2020, the Debtors filed their schedules of assets and liabilities (the "**Schedules**") and statements of financial affairs (the "**Statements**") detailing known claims against the Debtors. As of October 6, 2020, over 1,399 proofs of Claim had been filed against the Debtors asserting in the aggregate approximately $1.2 billion Claims.

Prepetition Legal Proceedings

Certain Debtors are named as defendants from time to time in routine litigation proceedings. In management's view, claims made in connection with the legal proceedings will be allowed in an amount that is less than the claimed amount, and the outcome of these proceedings will not have a material adverse effect on the Debtors' financial position, results of operations, or cash flows. The Debtors, however, cannot predict with certainty the outcome or effect of pending or threatened litigation or legal proceedings, and the eventual outcome could materially differ from their current

estimates. Speedcast's Board of Directors is not aware of any current litigation, pending or threatened litigation or other legal proceedings, which may have a material and adverse effect on Speedcast.

Intercompany Claims

To manage each entity's individual cash or operational needs, the Company engages in intercompany transactions (the **"Intercompany Transactions**") through which cash is transferred from one entity to another or an invoice is paid on another's behalf and a payable owed by the receiving entity is documented. These Intercompany Transactions are recorded either through (i) an executed intercompany note or loan (the "**Intercompany Loans**") or (ii) accounting entries in the books for the applicable entities. The Company tracks all Intercompany Transactions in its accounting systems and is able to ascertain, trace, and account for all Intercompany Transactions. Intercompany Transactions are settled or repaid on an ongoing basis. To the extent that an entity incurs a payable in the course of any Intercompany Transactions, without settlement, an intercompany claim (an "**Intercompany Claim**") arises in favor of such entity.

The Debtors have not sought authority from the Bankruptcy Court to pay or settle amounts outstanding on account of any prepetition Intercompany Transactions during the pendency of the Chapter 11 Cases. Under the Plan, all intercompany agreements are deemed to be, and shall be treated as, executory contracts and on the Effective Date, shall be assumed and all Intercompany Claims may be adjusted, continued, settled, reinstated, discharged, eliminated, or otherwise managed in accordance with section 4.6 of the Plan

IV.
KEY EVENTS LEADING TO COMMENCEMENT OF CHAPTER 11 CASES

Business Decline and COVID-19

Financial results for the Company in 2019 were lower than expected reflecting a number of factors including (i) compression in margins; (ii) higher than expected revenue declines in Speedcast's Globecomm business compared to the initial investment case; (iii) cost-saving measures hampering the realization of integration scale benefits; and (iv) high debt levels and weak cash flows impacting supplier relationships and constraining improvement programs.

To address these weaker trading conditions, in early 2020 the Company decided that it would seek to raise equity and complete a management reorganization. These steps were to be undertaken with the aim of (i) making a one-time investment in transformation to properly integrate acquired businesses, improving information systems, delivering service efficiencies, and upgrading the Company's platform to unlock bandwidth savings; (ii) reducing supplier arrears, improving trade terms, and strengthening commercial relationships by moving to strategic partnerships; and (iii) deleveraging and improving liquidity.

By March 2020, it was evident that the sudden onset of the COVID-19 pandemic, volatile macro-economic conditions in the global energy market, and extreme volatility in global capital markets meant that the prospect of recapitalizing the company by way of an equity issue was no longer viable.

The significant impact on the prospects for the Company's Maritime Business and Energy Business along with the above mentioned headwinds that contributed to the lower than expected FY19 financial results, made clear that the Company would not be able to satisfy the Net Leverage Covenant under the Syndicated Facility Agreement.

In March 2020, the Company announced that, given the equity market conditions precluding a meaningful equity raise, it had retained Moelis (as defined herein) to advise on funding and recapitalization alternatives, including the potential sale or merger of the Company, select asset sales, and/or other financing options.

The Company subsequently considered a number of alternative paths to address its capital structure and liquidity needs, including conducting a multi-track strategic and financial alternative process with the assistance of the Company's professional advisors, which included execution of a forbearance agreement, a new secured debt financing, exploration of a sale of some or all of the Company's assets, and restructuring options. Given its global footprint, the Company spent a significant amount of time and resources analyzing restructuring alternatives in foreign jurisdictions, particularly in Australia. After considering these matters, Speedcast's Board of Directors commenced the Chapter 11 Cases to facilitate restructuring the Company, protect its operations and employees, and preserve value for its stakeholders.

Entry into a Forbearance Agreement

Starting in March 2020, Speedcast and its advisors actively engaged in discussions and negotiations regarding restructuring alternatives with an ad hoc group of syndicated lenders under the Syndicated Facility Agreement (the "**Ad Hoc Group**", as the composition thereof may change from time to time), represented by Davis Polk & Wardwell LLP and Greenhill & Co., LLC, and the Prepetition Agent, represented by Skadden, Arps, Slate, Meagher & Flom LLP and King & Wood Mallesons. To provide Speedcast with the necessary runway to consider its restructuring and liquidity options, on April 1, 2020, Speedcast executed a forbearance agreement with certain lenders under the Syndicated Facility Agreement (the "**Forbearance Agreement**"), whereby the Ad Hoc Group and the Prepetition Agent agreed to provide temporary forbearance of actions under the Syndicated Facility Agreement as a result of the potential breach of the Net Leverage Covenant, and other breaches including the non-payment of interest and amortization due on March 31, 2020. On April 17, 2020, to provide additional time for the Debtors' preparation for the Chapter 11 Cases and negotiations relating to the Original DIP Facility, the Ad Hoc Group and the Prepetition Agent agreed to extend the outside termination date of the Forbearance Agreement from April 17, 2020, 11:59 p.m. New York time to April 24, 2020, 11:59 p.m. New York time.

V.
OVERVIEW OF CHAPTER 11 CASES

Commencement of Chapter 11 Cases

On April 23, 2020, the Debtors commenced their Chapter 11 Cases. The Debtors continue managing their properties and operating their businesses as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

First Day Motions

On the Petition Date, the Debtors filed multiple motions seeking various relief from the Bankruptcy Court to enable the Debtors to facilitate a smooth transition into chapter 11 and minimize any disruptions to the Debtors' operations (the "**First Day Motions**"). The Bankruptcy Court granted substantially all of the relief requested in the First Day Motions and entered various orders authorizing the Debtors to, among other things:

- Obtain postpetition financing and use cash collateral (Docket Nos. 49, 239);
- Continue insurance programs (Docket Nos. 52, 212);
- Pay certain prepetition taxes and assessments (Docket Nos. 54, 212);
- Continue the use of the Debtors' exiting cash management system, bank accounts, and business forms (Docket Nos. 80, 235);
- Pay prepetition obligations to critical vendors, foreign creditors, lien claimants, and 503(b)(9) claimants (Docket Nos. 85, 213);
- Pay prepetition wages, salaries, employee benefits, and other compensation and maintain employee benefit programs and pay related obligations (Docket. No. 115);
- Provide adequate assurance of payment to utility companies (Docket No. 116); and
- Restrict certain transfers of equity interests in, and claims against, the Debtors and claims of certain worthless stock deductions (Docket No. 133, 435).

Procedural Motions and Retention of Professionals

The Debtors also filed various motions regarding procedural issues that are common to Chapter 11 Cases of similar size and complexity as these Chapter 11 Cases. The Bankruptcy Court granted substantially all of the relief request in such motions and entered various orders authorizing the Debtors to, among other things:

- Joint administration of the Debtors' Chapter 11 Cases (Docket No. 18);
- File a consolidated creditor matrix and a consolidated list of 30 largest unsecured creditors and modify the requirement to file a list of equity security holders (Docket No. 55);
- Establish procedures for the interim compensation and reimbursement of expenses of professionals (Docket No. 328); and
- Employ professionals utilized by the Debtors in the ordinary course of business (Docket No. 356).

Additionally, the Debtors have filed several applications and obtained authority to retain various professionals to assist the Debtors in carrying out their duties under the Bankruptcy Code during the Chapter 11 Cases. These professionals include (i) FTI Consulting, Inc. (including designating Michael Healy to serve as Chief Restructuring Officer); (ii) Moelis Australia Advisory Pty Ltd and Moelis & Company LLC (collectively, "**Moelis**"); (iii) Weil, Gotshal & Manges LLP; (iv) McKool Smith, P.C.; (v) Kurtzman Carson Consultants LLC; (vi) KPMG LLP, and (vii) Herbert Smith Freehills LLP. The Bankruptcy Court entered orders authorizing the retention of such professionals at Docket Nos. 357, 446, 355, 426, 79, 438, and 329, respectively.

On July 6, 2020, the Bankruptcy Court entered an order approving the Creditors' Committee's employment and retention of Hogan Lovells US LLP ("**Hogan Lovells**") as counsel to the Creditors' Committee (Docket No. 461). On July 15, 2020, the Bankruptcy Court entered an order approving the Creditors' Committee's employment and retention of Husch Blackwell LLP ("**Husch Blackwell**") as co-counsel and conflicts counsel to the Creditors' Committee (Docket No. 497). On July 27, 2020, the Bankruptcy Court entered an order approving the Creditors' Committee's employment and retention of Berkeley Research Group, LLC ("**BRG**") as financial advisor to the Creditors' Committee (Docket No. 544).

DIP Facilities and Cash Collateral

1. The Original DIP Facility

As discussed above, the Company's financial position was first frustrated by lower-than-expected profits and cash flow in 2019 and further compounded by the 2020 decline in revenues in the Company's Energy Business and Maritime Business resulting from the putative OPEC price war and the worldwide decline in demand due to COVID-19.

To pay their ordinary course operating expenses, finance the Chapter 11 Cases, and stabilize their business, the Debtors filed on the Petition Date the *Emergency Motion of Debtors for Entry of Interim and Final Orders (I) Authorizing Debtors to (A) Obtain Postpetition Financing and (B) Use Cash Collateral, (II) Granting Liens and Providing Claims with Superpriority Administrative Expense Status, (III) Granting Adequate Protection to the Prepetition Secured Parties, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing and (VI) Granting Related Relief* (Docket No. 27) to obtain postposition financing ("**Original DIP Financing**") pursuant to a senior secured superpriority and priming debtor-in-possession term loan credit facility (the "**Original DIP Facility**") subject to the terms and conditions set forth in that certain Senior Secured Superpriority Debtor-in-Possession Term Loan Credit Agreement, dated as of April 24, 2020 (as amended, supplemented, or otherwise modified from time to time, the "**Original DIP Credit Agreement**"), by and among Speedcast, Speedcast Communications, Inc., the lenders party thereto (the "**Original DIP Lenders**"), and Black Diamond Commercial Finance, L.L.C., as successor to Credit Suisse AG, Cayman Islands Branch, as administrative agent, collateral agent, and security trustee, in an aggregate principal amount of $180 million, consisting of (i) new money term loans in the aggregate principal amount of $90 million and (ii) term loans in an aggregate principal amount of $90 million issued in substitution and exchange for prepetition debt owed under the Syndicated Facility Agreement on a dollar-for-dollar basis pursuant to the terms and conditions of the Original DIP Credit Agreement. The Original DIP Facility was guaranteed by SpeedCast International Limited and certain of its direct and indirect subsidiaries, including each

of the Debtors and certain non-Debtors. In addition, the Debtors requested authority to, among other things, (a) grant first-priority, priming, and junior liens and superpriority administrative expense claims to the Original DIP Lenders as security for the Original DIP Financing, (b) use cash collateral (as such term is defined in Section 363(a) of the Bankruptcy Code, the "**Cash Collateral**"), and (c) grant adequate protection to the Prepetition Lenders to the extent of any diminution of value of their interests in their collateral.

Additionally, the Original DIP Order (as defined below) provides for a forbearance of the Prepetition Secured Parties (as defined therein) from exercising any rights or remedies with respect to any obligations under the Syndicated Facility Agreement against both Debtor and non-Debtor loan parties.

On May 20, 2020, the Bankruptcy Court entered the *Final Order (I) Authorizing Debtors to (A) Obtain Postpetition Financing and (B) Use Cash Collateral, (II) Granting Liens and Providing Claims with Superpriority Administrative Expense Status, (III) Granting Adequate Protection to the Prepetition Secured Parties, (IV) Modifying the Automatic Stay, and (V) Granting Related Relief* (Docket No. 239) (the "**Original DIP Order**"), granting the relief sought in the motion, subject to the terms and conditions set forth in the Original DIP Order and the definitive documents related thereto.

2. The DIP Refinancing Facility

Given the longer than expected duration of plan negotiations with the Debtors' key stakeholders, in July 2020, the Debtors invited Black Diamond and Centerbridge to submit additional or replacement DIP financing proposals to ensure these Chapter 11 cases could continue to be financed beyond the Debtors' existing liquidity window. These negotiations led to the Debtors filing of the *Emergency Motion of Debtors for Entry of Interim and Final Orders (I) Authorizing Debtors to (A) Refinance their Postpetition Financing Obligations and (B) Use Cash Collateral, (II) Amending the Interim and Final Orders, and (III) Granting Related Relief* (Docket Nos. 686, 688) (the "**DIP Refinancing Motion**"), seeking Bankruptcy Court approval of the proposal from Centerbridge to refinance the Original DIP Facility and provide additional liquidity.

On September 18, 2020, the Bankruptcy Court entered the *Interim Order (I) Authorizing Debtors to (A) Refinance Their Postpetition Financing Obligations and (B) Use Cash Collateral, (II) Amending the Interim and Final Orders, and (III) Granting Related Relief* (Docket No. 724) (the "**DIP Refinancing Interim Order**"), authorizing Speedcast Communications, Inc. to obtain postpetition refinancing pursuant to a senior secured superpriority debtor-in-possession term loan credit facility in an aggregate principal amount of up to $285 million (the "**DIP Refinancing Facility**"), of which $220 million was approved on an interim basis upon entry of the DIP Refinancing Interim Order. The DIP Refinancing Facility is governed by that certain Senior Secured Superpriority Debtor-in-Possession Term Loan Credit Agreement, dated as of September 30, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**DIP Refinancing Credit Agreement**"), by and among SpeedCast International Limited, as parent, Speedcast Communications, Inc., as borrower, the lenders party thereto from time to time, and Belward Holdings, LLC, an affiliate of Centerbridge, as administrative agent, collateral agent and security trustee. The DIP Refinancing Facility is guaranteed by the same entities that guaranteed the Original DIP Facility. On October 5, 2020, the Bankruptcy Court entered the *Final*

Order (I) Authorizing Debtors to (A) Refinance Their Postpetition Financing Obligations and (B) Use Cash Collateral, (II) Amending the Interim and Final Orders, and (III) Granting Related Relief (Docket No. 777), which approved the DIP Refinancing Facility on a final basis. As of the date hereof, the Debtors have borrowed $220 million under the DIP Refinancing Facility.

Hedge Terminations

1. ING Master Agreement

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

2. CACIB ISDA Master Agreement

On April 27, 2020, CACIB notified Speedcast that CACIB was designating April 27, 2020 as the early termination date in respect of all outstanding transactions under the CACIB ISDA Master Agreement, citing an "event of default" allegedly caused by the commencement of the Chapter 11 Cases. On April 29, 2020, CACIB further notified Speedcast that Speedcast owed CACIB an early termination amount of approximately $23.8 million (the "**CACIB Early Termination Amount**") as a result of the early termination of the outstanding transactions under the CACIB ISDA Master Agreement. On June 1, 2020, CACIB further informed Speedcast of approximately $19,000 of interest owed on the CACIB Early Termination Amount as of (but excluding) May 25, 2020. On June 3, 2020, CACIB filed a Notice of Appeal as to the Original DIP Order (Docket No. 276), ultimately resulting in an appeal (the "**Appeal**"), in the United States District Court for the Southern District of Texas before the Honorable Lee H. Rosenthal. The Debtors and CACIB resolved the Appeal pursuant to the CACIB Settlement Agreement, under which CACIB would receive a claim in an aggregate amount of $23,803,088, consisting of an $800,000 claim that is senior to the DIP Refinancing Facility and a $23,003,008 claim that will be treated ratably with claims arising out of the Syndicated Facility Agreement. On October 6, 2020, the Bankruptcy Court entered the CACIB Settlement Order.

Formation of the Special Committee

On March 31, 2020, the Board of Directors resolved to approve the formation of a Special Restructuring Committee, as a sub-committee of the Board of Directors to make recommendation to the Board of Directors in connection with the Company's evaluation of strategic alternatives. The Special Restructuring Committee (the "**Special Restructuring Committee**") was established to, among other things, evaluate and negotiate the potential sale, restructuring, or other strategic transactions for the Company and to recommend to the Board of Directors the approval of such potential sale, restructuring or other strategic transactions. On March 31, 2020, Stephe Wilks and Michael Malone were appointed by the Board of Directors to serve on the Special Restructuring

Committee. Stephe Wilks was appointed as the Chair of the Special Restructuring Committee. Effective April 23, 2020, Carol Flaton, Hooman Yazhari, David Mack, each of whom is a director of Speedcast Americas, Inc., a Debtor and a wholly-owned subsidiary of Speedcast, were appointed to serve on the Special Restructuring Committee.

Appointment of Creditors' Committee

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

New Material Contract with Intelsat

Intelsat US LLC and certain of its affiliated entities ("**Intelsat**") are material providers of bandwidth uplink and related services to the Debtors. In the weeks leading up to the Petition Date, the Debtors and Intelsat engaged in negotiations regarding past due balances owed by the Debtors and an agreement by Intelsat to continue providing services to the Debtors given the essential nature of Intelsat's services. During those negotiations, a brief service outage period occurred. On April 21, 2020, Intelsat and Speedcast Communications Inc. ("**SCI**"), a Debtor in these Chapter 11 Cases and the borrower under the Debtors' Original DIP Facility and DIP Refinancing Facility, entered into a letter agreement (the "**Interim Agreement**"), which provided, among other things, that Intelsat would provide broadband uplink and related services to the Debtors through June 30, 2020, in the same manner in which, and at the overall standards of quality and availability at which, such services were provided to the Debtors immediately prior to March 20, 2020 in exchange for (i) $24 million to Intelsat, delivered into a segregated account with an account control agreement in favor of SCI, and the amount of which is secured by a valid and enforceable lien and security interest in such amount, and (ii) a $44 million claim in these Chapter 11 Cases, which claim is treated as a prepetition, general unsecured claim ("**Intelsat Claim**"). The Bankruptcy Court approved the Interim Agreement on April 23, 2020. On May 14, 2020, Intelsat and certain of its affiliates filed voluntary petitions for relief under the Bankruptcy Code in the United States Bankruptcy Court for the Eastern District of Virginia (the "**Intelsat Court**").

Shortly after the Petition Date, Intelsat and the Debtors began negotiations on the terms of Intelsat providing bandwidth services to the Debtors from June 30, 2020 onwards, culminating in the execution of a new contract with Intelsat ("**Intelsat Contract**"). The Intelsat Contract provides, among other terms, that (i) Intelsat will provide bandwidth capacity, teleport uplink, colocation, IP terrestrial connectivity, technical support, and other related services by Intelsat to the Debtors from July 1, 2020 until September 30, 2021, (ii) Intelsat will provide minimum bandwidth capacity and access to additional bandwidth capacity each calendar month subject to a bandwidth cap,

(iii) Intelsat will provide Speedcast with unlimited use of its "FlexMaritime" global networks which are not included in the bandwidth cap, (iv) Speedcast will make fixed payments each month to Intelsat as well as "true-up" payments for excess bandwidth usage, and (v) Intelsat and Speedcast will release each other, including in respect to the Intelsat Claim.

This Court and the Intelsat Court have authorized each party's entry into the Intelsat Contract on July 27, 2020 and July 29, 2020 respectively.

nbn Sale Process

Speedcast designs, builds, and manages enterprise satellite services for nbn co limited ("**nbn**") pursuant to a master equipment and services supply agreement ("**MESSA"),** entered into by nbn and Speedcast Managed Services Pty Ltd ("**SMS**") in February 2018.

On September 16, 2020, after diligence and negotiation, nbn and the Debtors entered into a certain "Transition Agreement", which documented the elements of a sale of certain assets of SMS to nbn (the "**nbn Transaction**"). Consideration for the SMS Assets and provision of services under the Transition Agreement included: (i) payment by nbn of the purchase price, (ii) assumption by nbn of certain SMS contracts ("**SMS Proposed Assumed Contracts**") (iii) assumption of all future liabilities and entitlements in respect of each SMS employee who accept an offer of employment with nbn, (iv) payment by nbn for the provision by SMS of the transition services prior to completion under the Transition Agreement, and (v) payment by nbn in relation to the accrued managed services fees and milestone payments under the MESSA. The total monetary consideration to be paid to SMS by nbn upon completion is approximately $12.7 million, subject to adjustment at completion.

On September 22, 2020, the Debtors filed a motion ("**nbn Motion**") and proposed sale order with the Bankruptcy Court (Docket No. 739) requesting relief authorizing and approving: the (i) Transition Agreement, (ii) the nbn Transaction free and clear of all liens, claims, interests and encumbrances, (iii) the assumption of the SMS Proposed Assumed Contracts, and procedures related thereto, including the calculation of the amount necessary to cure any monetary defaults under the SMS Proposed Assumed Contracts, and (iv) granting related relief. On October 28, 2020, the Bankruptcy Court entered an order approving the nbn Motion (Docket No. 879).

General Vendor Management

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

lower cure payments, to be achieved through establishing a mutual understanding that lower exit costs may increase the likelihood of a long-term trade relationship.

Exclusivity

Section 1121(b) of the Bankruptcy Code provides for a period of 120 days after the commencement of a chapter 11 case during which time a debtor has the exclusive right to file a plan of reorganization (the "**Exclusive Plan Period**"). In addition, section 1121(c)(3) of the Bankruptcy Code provides that if a debtor files a plan within the Exclusive Plan Period, it has a period of 180 days after commencement of the chapter 11 case to obtain acceptances of such plan (the "**Exclusive Solicitation Period**," and together with the Exclusive Plan Period, the "**Exclusive Periods**"). Pursuant to section 1121(d) of the Bankruptcy Code, the Bankruptcy Court may, upon a showing of cause, extend the Exclusive Periods. On September 17, 2020, the Bankruptcy Court entered the *Order Pursuant to Section 1121(d) of the Bankruptcy Code Extending Exclusive Periods* (Docket No. 710), which extended the Exclusive Periods to October 20, 2020 and November 30, 2020, respectively. On October 20, 2020, the Debtors filed a motion seeking a further extension of the Exclusive Periods to January 11, 2021 and February 19, 2021, respectively (Docket No. 853). As of the date hereof, such motion remains subject to approval by the Bankruptcy Court.

Statements and Schedules, and Claims Bar Dates

On July 6, 2020, the Bankruptcy Court entered an order approving (i) August 6, 2020 as the deadline for all creditors or other parties in interest to file proofs of Claim (the "**Bar Date**"); and (ii) October 20, 2020 as the deadline for all governmental units to file a proof of Claim (Docket No. 463).

The Debtors provided notice of the Bar Date, and published notice of the Bar Date in the U.S. edition of *New York Times* and the international edition of *New York Times*. The Debtors additionally made a disclosure to the ASX, notifying equity holders of Speedcast of the Bar Date.

On June 30, 2020, the Debtors filed their Schedules and Statements, detailing known claims against the Debtors (Docket Nos. 359-391). Further, as of October 6, 2020, over 1,399 proofs of Claim had been filed against the Debtors asserting in the aggregate approximately $1.2 billion. The Debtors have begun to review and analyze the filed Claims, and will reconcile objections to the filed Claims as appropriate. The Debtors currently are working on amendments and schedules to certain schedules of certain of the Debtor entities and will file those amendments as soon as possible.

Plan Milestones

Pursuant to the DIP Refinancing Credit Agreement, the Debtors and the DIP Lenders agreed to certain milestones related to a plan of reorganization or, alternatively, a sale of the Debtors' assets (the "**Plan Milestones**"). The Plan Milestones provide that, among other things, the Debtors must file one or more plans of reorganization implementing a restructuring transaction (and/or bid procedures in connection with a sale of assets), and a disclosure statement in connection therewith, by no later than October 20, 2020.

Mediation

On September 7, 2020, Black Diamond filed Black Diamond Capital Management, L.L.C.'s Emergency Motion for Mediation or, in the Alternative, Appointment of an Examiner Pursuant to 11 U.S.C. § 1104(c) (Docket No. 666) (the "**Mediation Motion**"), requesting mediation with Chief Judge David R. Jones to resolve certain issues identified in the Mediation Motion related to Black Diamond's proposals for a sale or plan transaction involving an acquisition of the Company.

The Debtors resolved all responses to the Mediation Motion and filed the *Certification of Counsel Regarding Agreed Mediation Order Appointing Judge David R. Jones as Mediator* (Docket No. 719), which included a form of order agreed on by the Debtors, Black Diamond, the Ad Hoc Group of Secured Lenders, Centerbridge, and the Creditors' Committee. On September 18, 2020, the Bankruptcy Court entered the *Agreed Mediation Order Appointing David R. Jones as Mediator* (Docket No. 720), appointing Chief Judge Jones to mediate plan negotiations between the Debtors, Centerbridge, Black Diamond, the Ad Hoc Group, and the Creditors' Committee. The mediation did not result in a fully consensual resolution.

Key Employee Retention Plan

On September 24, 2020, the Debtors filed the *Motion of Debtors for Entry of Order Approving and Authorizing Implementation of Non-Insider Key Employee Retention Plan* (Docket No. 752) requesting the Bankruptcy Court's approval of a key employee retention plan (the "**KERP**") with an aggregate maximum payout of approximately $4 million. Subject to Bankruptcy Court approval, participants under the KERP will be entitled to receive awards tied to their continued employment in good standing with the Debtors through the Chapter 11 Cases. As of the date hereof, the KERP remains subject to Bankruptcy Court approval.

Key Employee Incentive Plan

On October 25, 2020, the Debtors filed the *Motion of Debtors for Entry of Order Approving and Authorizing Implementation of Key Employee Incentive Plan* (Docket No. 872) requesting the Bankruptcy Court's approval of a key employee incentive plan (the "**KEIP**"). Subject to Bankruptcy Court approval, participants under the KEIP will be eligible to receive awards if they meet certain operational performance targets, measured and payable following up to four independent quarterly performance periods during the Chapter 11 Cases, with aggregate incentive payouts of $4.5 million for threshold performance, $6.1 million for target performance, and $7.6 million for maximum performance (the "**Operational KEIP Awards**"). In addition, to account for the possibility of a sale involving substantially all of the Debtors' assets or strategic transaction under the Plan Sponsor Selection Process, the KEIP is structured to toggle to provide incremental incentive awards of between approximately $3.1 million for threshold performance, $6.1 million for target performance, and $12.2 million for maximum performance, depending on the transaction value of the sale or strategic transaction. Any incentive payouts earned based on a sale or strategic transaction will be reduced by an amount equal to the Operational KEIP Awards received by the KEIP participants. As of the date hereof, the KEIP remains subject to Bankruptcy Court approval.

Australian Process

Certain of the Debtors are incorporated under the laws of Australia and maintain assets and operations in that jurisdiction. As a result of the Debtors' assets and operations in Australia, following confirmation of the Plan, the Debtors may seek to implement the Plan in part, through a recognition proceeding, or an in-court or out-of-court restructuring process in Australia. Such restructuring process may include, but is not limited to, an administration, receivership, liquidation, scheme of arrangement, or any such restructuring process or proceeding necessary to effect the Plan.

VI.
TRANSFER RESTRICTIONS AND CONSEQUENCES UNDER FEDERAL SECURITIES LAWS

The issuance of the New Equity Interests issued on account of the Direct Investment pursuant to the Plan Sponsor Agreement is being made in reliance on the exemption from registration set forth in section 4(a)(2) of the Securities Act and/or Regulation D thereunder (the "**4(a)(2) Securities**") or, solely to the extent section 4(a)(2) of the Securities Act or Regulation D thereunder is not available, any other available exemption from registration under the Securities Act.

Section 4(a)(2) of the Securities Act provides that the issuance of securities by an issuer in transactions not involving a public offering are exempt from registration under the Securities Act. Regulation D is a non-exclusive safe harbor from registration promulgated by the SEC under section 4(a)(2) of the Securities Act.

The 4(a)(2) Securities will be "restricted securities" within the meaning of Rule 144 under the Securities Act, will bear customary legends and transfer restrictions, and may not be transferred except pursuant to an effective registration statement or under an available exemption from the registration requirements of the Securities Act and subject to the restrictions, if any, on transferability set forth in under the New Organizational Documents or any applicable stockholder agreement of New Speedcast Parent.

Rule 144 provides a limited safe harbor for the public resale of restricted securities if certain conditions are met. These conditions vary depending on whether the holder of the restricted securities is an "affiliate" of the issuer. Rule 144 defines an affiliate of the issuer as "a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such issuer."

A non-affiliate of an issuer that is not subject to the reporting requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934 (the "**Exchange Act**") and who has not been an affiliate of the issuer during the 90 days preceding such sale may resell restricted securities after a one-year holding period whether or not there is current public information regarding the issuer.

An affiliate of an issuer that is not subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act may resell restricted securities after the one-year holding period if at the time of the sale certain current public information regarding the issuer is available. An affiliate must also comply with the volume, manner of sale and notice requirements of Rule 144. First, the rule limits the number of restricted securities (plus any unrestricted securities) sold for the account of an

affiliate (and related persons) in any three-month period to the greater of 1% of the outstanding securities of the same class being sold or, if the class is listed on a stock exchange, the average weekly reported volume of trading in such securities during the four weeks preceding the filing of a notice of proposed sale on Form 144 or if no notice is required, the date of receipt of the order to execute the transaction by the broker or the date of execution of the transaction directly with a market maker. Second, the manner of sale requirement provides that the restricted securities must be sold in a broker's transaction, directly with a market maker or in a riskless principal transaction (as defined in Rule 144). Third, if the amount of securities sold under Rule 144 in any three month period exceeds 5,000 shares or has an aggregate sale price greater than $50,000, an affiliate must file or cause to be filed with the SEC three copies of a notice of proposed sale on Form 144, and provide a copy to any exchange on which the securities are traded.

The Debtors believe that the Rule 144 exemption will not be available with respect to any 4(a)(2) Securities (whether held by non-affiliates or affiliates) until at least one year after the Effective Date. Accordingly, unless transferred pursuant to an effective registration statement or another available exemption from the registration requirements of the Securities Act, nonaffiliated holders of 4(a)(2) Securities will be required to hold their 4(a)(2) Securities for at least one year and, thereafter, to sell them only in accordance with the applicable requirements of Rule 144, pursuant to the filing of an effective registration statement or pursuant to another available exemption from the registration requirements of applicable securities laws, and subject to the restrictions, if any, on transferability set forth in under the New Organizational Documents or any applicable stockholder agreement of New Speedcast Parent.

* * * * *

Legends. To the extent certificated or issued by way of direct registration on the records of the New Speedcast Parent's transfer agent, certificates evidencing the New Equity Interests held by holders of 10% or more of the outstanding New Equity Interests, or who are otherwise underwriters as defined in section 1145(b) of the Bankruptcy Code, and all 4(a)(2) Securities will bear a legend substantially in the form below:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE WERE ORIGINALLY ISSUED ON [DATE OF ISSUANCE], HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "**ACT**"), OR UNDER ANY OTHER APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE SOLD, OFFERED FOR SALE, OR OTHERWISE TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR AN AVAILABLE EXEMPTION FROM REGISTRATION THEREUNDER."

The Debtors and Reorganized Debtors, as applicable, reserve the right to reasonably require certification, legal opinions or other evidence of compliance with Rule 144 as a condition to the removal of such legend or to any resale of the 4(a)(2) Securities. The Debtors and Reorganized Debtors, as applicable, also reserve the right to stop the transfer of any 4(a)(2) Securities if such transfer is not in compliance with Rule 144, pursuant to an effective registration statement or pursuant to another available exemption from the registration requirements of applicable securities laws. All persons who receive 4(a)(2) Securities will be required to acknowledge and agree that (a) they will not offer, sell or otherwise transfer any 4(a)(2) Securities except in accordance with

an exemption from registration, including under Rule 144 under the Securities Act, if and when available, or pursuant to an effective registration statement, and (b) the 4(a)(2) Securities will be subject to the other restrictions described above.

In any case, recipients of securities issued under or in connection with the Plan are advised to consult with their own legal advisors as to the availability of any such exemption from registration under state law in any given instance and as to any applicable requirements or conditions to such availability.

BECAUSE OF THE COMPLEX, SUBJECTIVE NATURE OF THE QUESTION OF WHETHER A PARTICULAR PERSON MAY BE AN UNDERWRITER OR AN AFFILIATE AND THE HIGHLY FACT-SPECIFIC NATURE OF THE AVAILABILITY OF EXEMPTIONS FROM REGISTRATION UNDER THE SECURITIES ACT, INCLUDING THE EXEMPTIONS AVAILABLE UNDER SECTION 1145 OF THE BANKRUPTCY CODE AND RULE 144 UNDER THE SECURITIES ACT, NONE OF THE DEBTORS MAKE ANY REPRESENTATION CONCERNING THE ABILITY OF ANY PERSON TO DISPOSE OF THE SECURITIES TO BE ISSUED UNDER OR OTHERWISE ACQUIRED PURSUANT TO THE PLAN. THE DEBTORS RECOMMEND THAT POTENTIAL RECIPIENTS OF THE SECURITIES TO BE ISSUED UNDER OR OTHERWISE ACQUIRED PURSUANT TO THE PLAN CONSULT THEIR OWN COUNSEL CONCERNING WHETHER THEY MAY FREELY TRADE SUCH SECURITIES AND THE CIRCUMSTANCES UNDER WHICH THEY MAY RESELL SUCH SECURITIES.

VII.
CERTAIN FEDERAL INCOME TAX CONSEQUENCES OF PLAN

The following discussion summarizes certain U.S. federal income tax consequences of the implementation of the Plan to the Debtors and to holders of Unsecured Trade Claims and Other Unsecured Claims. This discussion does not address the U.S. federal income tax consequences with respect to Claims or Interests that are unimpaired or deemed to reject the Plan.

The discussion of U.S. federal income tax consequences below is based on the Internal Revenue Code of 1986, as amended (the "**Tax Code**"), U.S. Treasury regulations, judicial authorities, published positions of the Internal Revenue Service ("**IRS**"), and other applicable authorities, all as in effect on the date of this Disclosure Statement and all of which are subject to change or differing interpretations (possibly with retroactive effect). The U.S. federal income tax consequences of the contemplated transactions are complex and subject to significant uncertainties. The Debtors have not requested an opinion of counsel or a ruling from the IRS with respect to any of the tax aspects of the contemplated transactions, and the discussion below is not binding upon the IRS or any court. No assurance can be given that the IRS will not assert, or that a court will not sustain, a different position than any position discussed herein.

This summary does not address foreign, state, or local tax consequences of the contemplated transactions, nor does it purport to address the U.S. federal income tax consequences of the transactions to special classes of taxpayers (*e.g.*, controlled foreign corporations, passive investment companies, small business investment companies, regulated investment companies, real estate investment trusts, banks and certain other financial institutions, insurance companies,

tax-exempt organizations, retirement plans, individual retirement and other tax-deferred accounts, holders that are, or hold their Claims through S corporations, partnerships or other pass-through entities for U.S. federal income tax purposes, holders of Claims who are themselves in bankruptcy, persons whose functional currency is not the U.S. dollar, dealers in securities or foreign currency, traders that mark-to-market their securities, persons subject to the alternative minimum tax or the "Medicare" tax on net investment income, persons whose Claims are part of a straddle, hedging, constructive sale, or conversion transaction, and persons who use the accrual method of accounting and report income on an "applicable financial statement"). In addition, this discussion does not address the Foreign Account Tax Compliance Act or U.S. federal taxes other than income taxes and does not apply to any person that acquires any Claims in the secondary market.

This discussion assumes that Unsecured Trade Claims and Other Unsecured Claims are held as "capital assets" (generally property held for investment) within the meaning of section 1221 of the Tax Code (unless otherwise indicated below) and the various debt and other arrangements to which the Debtors are a party will be respected for U.S. federal income tax purposes in accordance with their respective forms. Any change to these assumptions could materially change the U.S. federal income tax consequences to the Debtors and holders of Claims described herein.

THE FOLLOWING SUMMARY OF CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT A SUBSTITUTE FOR CAREFUL TAX PLANNING AND ADVICE BASED UPON YOUR INDIVIDUAL CIRCUMSTANCES. ALL HOLDERS OF CLAIMS AND INTERESTS ARE URGED TO CONSULT THEIR TAX ADVISOR FOR THE U.S. FEDERAL, STATE, LOCAL AND OTHER TAX CONSEQUENCES APPLICABLE UNDER THE PLAN.

Consequences to the Debtors

For U.S. federal income tax purposes, Speedcast Americas, Inc., a Delaware corporation and the common parent of a U.S. tax consolidated group ("**Speedcast U.S. Tax Group**") is required to file a U.S. federal income tax return. Speedcast Americas, Inc. and the Debtors that are members of the Speedcast U.S. Tax Group (or are disregarded entities of members of the Speedcast U.S. Tax Group) are collectively referred to as the "**U.S. Debtors**".

(a) Limitation of NOL Carryforwards and Other Tax Attributes

Under the Tax Code, any net operating loss ("**NOL**") carryforwards, disallowed interest expense carryforwards and certain other tax attributes, including tax credits (collectively, "**Pre-Change Losses**") of a corporation (or consolidated group) may be subject to an annual limitation if the corporation (or consolidated group) undergoes an ownership change within the meaning of section 382 of the Tax Code.

In the event of an ownership change, the amount of the annual limitation to which a corporation (or consolidated group) that undergoes an ownership change will be subject is generally equal to the product of (A) the fair market value of the stock of the corporation (or common parent of the consolidated group) immediately before the ownership change (with certain adjustments) multiplied by (B) the "long-term tax-exempt rate" in effect for the month in which the ownership change occurs (*e.g.*, 0.85% for ownership changes occurring in October 2020). This annual

limitation potentially may be increased in the event the corporation (or consolidated group) has an overall "built-in" gain in its assets at the time of the ownership change. For a corporation (or consolidated group) in bankruptcy that undergoes an ownership change pursuant to a confirmed bankruptcy plan, the fair market value of the stock of the corporation is generally determined immediately after (rather than before) the ownership change after giving effect to the discharge of creditors' claims but subject to certain adjustments; in no event, however, can the stock value for this purpose exceed the pre-change gross value of the corporation's assets. Any portion of the annual limitation that is not used in a given year may be carried forward, thereby adding to the annual limitation for the subsequent taxable year.

If a corporation (or consolidated group) does not continue its historic business or use a significant portion of its historic assets in a new business for at least two years after the ownership change, the annual limitation resulting from the ownership change is reduced to zero, thereby precluding any utilization of the corporation's Pre-Change Losses (absent any increases due to the recognition of any built-in gains as of the time of the ownership change).

Under section 382(l)(5) of the Tax Code, an exception to the foregoing annual limitation rules generally applies where qualified creditors of a debtor corporation receive, in respect of their claims, at least fifty percent (50%) of the vote and value of the stock of the reorganized debtor (or a controlling corporation if also in bankruptcy) pursuant to a confirmed chapter 11 plan. The Debtors do not expect this exception to be of any benefit, even if otherwise applicable, and the Plan is not premised on such exception.

The implementation of the Plan is expected to result in an ownership change of the Speedcast U.S. Tax Group. The Speedcast U.S. Tax Group does not expect to have material Pre-Change Losses; however, following the Effective Date, any Pre-Change Losses of the Speedcast U.S. Tax Group may be subject to limitation under section 382 of the Tax Code. In addition, the Debtors do not expect that, as of the Effective Date, the Speedcast U.S. Tax Group will have a net unrealized built-in loss in its assets (meaning that a portion of certain future deductions related to built-in losses in its assets would not generally be subject to limitation). Nevertheless, there is no assurance that the IRS would not take a contrary position.

(b) Cancellation of Debt

In general, absent an exception, a debtor will realize and recognize cancellation of debt ("**COD**") income upon satisfaction of its outstanding indebtedness for total consideration less than the amount of such indebtedness. The amount of COD is generally the amount by which the "adjusted issue price" (within the meaning of applicable Treasury regulations) of the indebtedness discharged exceeds the value of any consideration given in exchange therefor. Certain statutory or judicial exceptions may apply to limit the amount of COD for U.S. federal income tax purposes. Under section 108 of the Tax Code, any COD realized by a debtor is excluded from gross income if the debtor is under the jurisdiction of a court in a case under chapter 11 of the Bankruptcy Code and the discharge of debt occurs pursuant to that proceeding.

As a consequence of such exclusion, a debtor in a bankruptcy case generally must reduce certain of its tax attributes—such as NOLs, capital loss carryforwards, tax credits, and tax basis in assets—by the amount of COD that is excluded from gross income. Although not free from doubt, it is

expected that interest expense disallowed and carried over under section 163(j) would not be a tax attribute subject to such reduction. In applying this attribute reduction rule to the tax basis in assets, the tax law limits the reduction in tax basis to the amount by which the tax basis exceeds the debtor's post-emergence liabilities (often referred to as the "liability floor"). If advantageous, the debtor can elect to reduce the basis of depreciable property prior to any reduction in its NOL carryforwards or other tax attributes. When the debtor joins in the filing of a consolidated U.S. federal income tax return, applicable Treasury regulations require, in certain circumstances, that the tax attributes of the consolidated subsidiaries of the debtor and other members of the group must also be reduced. Any reduction in tax attributes in respect of COD generally does not occur until after the determination of the debtor's net income or loss for the taxable year in which the COD is incurred.

In connection with the implementation of the Plan, the U.S. Debtors expect to realize COD for U.S. federal income tax purposes. The amount of COD and resulting reduction in tax attributes depends primarily upon the amount of cash and the fair market value of the New Equity Interests and other property, if any, distributed to holders of Claims pursuant to the Plan.

Consequences to U.S. Holders of Certain Claims

As used herein, the term "U.S. Holder" means a beneficial owner of an Allowed Unsecured Trade Claim or Allowed Other Unsecured Claim that is for U.S. federal income tax purposes:

- an individual who is a citizen or resident of the United States;
- a corporation, or other entity taxable as a corporation for U.S. federal income tax purposes, created or organized in or under the laws of the United States, any state thereof or the District of Columbia;
- an estate the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust, if (i) (A) a court within the United States is able to exercise primary jurisdiction over its administration and (B) one or more U.S. persons have authority to control all of its substantial decisions, or (ii) if the trust has a valid election in effect under applicable Treasury regulations to be treated as a U.S. person.

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

1. Treatment of Allowed Unsecured Trade Claims

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

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

2. Treatment of Allowed Other Unsecured Claims

(a) In General

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

(b) The Litigation Trust

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

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

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

(c) Receipt of Litigation Trust Interests

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

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

As discussed above, for U.S. federal income tax purposes, a U.S. Holder of Syndicated Facility Deficiency Claims will be treated as exchanging the debt that gave rise to both such Syndicated Facility Deficiency Claims and such U.S. Holder's Syndicated Facility Secured Claims in exchange for the total consideration received in respect of such Claims. Subject to the discussion below, such U.S. Holder will generally be subject to the same tax treatment discussed above with respect to the deemed receipt of assets transferred to the Litigation Trust in exchange for a U.S. Holder's Allowed Other Unsecured Claims, except that the measure of the gain or loss recognized will equal the difference, if any, between (i) such U.S. Holder's share of the fair market value of the assets deemed transferred and any cash and other consideration received by such U.S. Holder (other than any portion deemed received in respect of such Claims for accrued but unpaid interest and possibly OID, if any), and (ii) the U.S. Holder's adjusted tax basis in its Other Unsecured Claims and Syndicated Facility Secured Claims immediately prior to the exchange (other than any tax basis attributable to accrued but unpaid interest and possibly accrued OID). *See* Section VII.4. below – "Character of Gain or Loss."

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

The determination of whether the transaction qualifies as a Reorganization is complex and dependent upon a number of factors, including, among other things, the amount or value of

Syndicated Facility Secured Claims exchanged or deemed exchanged for New Equity Interests and whether the Syndicated Facility Secured Claims and Syndicated Facility Deficiency Claims constitute "securities" for U.S. federal income tax purposes. U.S. Holders of Allowed Syndicated Facility Deficiency Claims are urged to consult their own tax advisor regarding the potential treatment of the exchange of their Claims as a Reorganization and the resulting U.S. federal income tax consequences of such exchange.

(e) Ownership of Litigation Trust Interest

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

U.S. Holders are urged to consult their own tax advisors regarding the proper characterization of the Litigation Trust.

3. Distributions in Discharge of Accrued Interest or OID

In general, to the extent that any consideration received pursuant to the Plan by a U.S. Holder of a Claim is received in satisfaction of accrued interest during its holding period, such amount is expected to be taxable to the U.S. Holder as ordinary interest income (if not previously included in the U.S. Holder's gross income). Conversely, a U.S. Holder generally recognizes a deductible loss to the extent any accrued interest claimed or accrued OID was previously included in its gross income and is not paid in full. However, the IRS has privately ruled that a holder of a "security" of a corporate issuer, in an otherwise tax-free exchange, could not claim a current loss with respect to any accrued unpaid OID. Accordingly, it is also unclear whether, by analogy, a U.S. Holder of a Claim that does not constitute a "security" would be required to recognize a capital loss, rather than an ordinary loss, with respect to previously included OID that is not paid in full.

The Plan provides that to the extent that any Allowed Claim entitled to a distribution under the Plan is comprised of indebtedness and accrued but unpaid interest thereon, such distribution is to be allocated first to the principal amount (as determined for U.S. federal income tax purposes) of the Claim and then to accrued but unpaid interest. *See* Section 6.12 of the Plan. There is no assurance that the IRS will respect such allocation for U.S. federal income tax purposes. U.S. Holders of Allowed Claims are urged to consult their own tax advisor regarding the allocation of consideration received under the Plan, as well as the deductibility of accrued but unpaid interest (including OID) and the character of any loss claimed with respect to accrued but unpaid interest (including OID) previously included in gross income for U.S. federal income tax purposes.

4. Character of Gain or Loss

When gain or loss is recognized by a U.S. Holder, the character of such gain or loss as long-term or short-term capital gain or loss or as ordinary income or loss is determined by a number of factors, including the tax status of the holder, whether the Claim constitutes a capital asset in the hands of the holder and how long it has been held, whether the Claim was acquired at a market discount, and whether and to what extent the holder previously claimed a bad debt deduction.

A U.S. Holder that purchased its Claims from a prior holder at a "market discount" (relative to the principal amount of the Claims at the time of acquisition) may be subject to the market discount rules of the Tax Code. A U.S. Holder that purchased its Claim from a prior holder is generally considered to have purchased such Claim with "market discount" if the holder's adjusted tax basis in its Claim is less than (i) its stated principal amount or (ii) in the case of a debt instrument issued with OID, its revised issue price (generally, the aggregate amount of OID accrued on a holder's debt instrument prior to such holder's acquisition of the debt instrument), in each case, by at least a statutorily defined *de minimis* amount. Under these rules, any gain recognized on the exchange of Claims (other than in respect of a Claim for accrued but unpaid interest) generally is treated as ordinary income to the extent of the market discount accrued (on a straight line basis or, at the election of the holder, on a constant yield basis) during the holder's period of ownership, unless the holder elected to include the market discount in income as it accrued.

Information Reporting and Backup Withholding

All distributions to holders of Allowed Claims under the Plan are subject to any applicable tax withholding.

Under U.S. federal income tax law, interest, dividends, and other reportable payments may, under certain circumstances, be subject to "backup withholding" at the then applicable withholding rate (currently at a rate of 24%). Backup withholding generally applies if the U.S. Holder (a) fails to furnish its social security number or other taxpayer identification number, (b) furnishes an incorrect taxpayer identification number, (c) fails to properly report interest or dividends, or (d) under certain circumstances, fails to provide a certified statement, signed under penalty of perjury, that the tax identification number provided is its correct number and that it is not subject to backup withholding. Backup withholding is not an additional tax but merely an advance payment, which may be refunded to the extent it results in an overpayment of tax. Certain persons are exempt from backup withholding, including, in certain circumstances, corporations and financial institutions. Holders are urged to consult their own tax advisors regarding the potential application of U.S. withholding taxes to the transactions contemplated under the Plan and whether any distributions to them would be subject to withholding.

Treasury regulations generally require disclosure by a taxpayer on its U.S. federal income tax return of certain types of transactions in which the taxpayer participated, including, among other types of transactions, certain transactions that result in the taxpayer's claiming a loss in excess of certain thresholds. Holders are urged to consult their tax advisors regarding these Treasury regulations and whether the contemplated transactions under the Plan would be subject to these Treasury regulations and require disclosure on your tax return.

THE FOREGOING SUMMARY HAS BEEN PROVIDED FOR INFORMATIONAL PURPOSE ONLY. ALL U.S. HOLDERS OF CLAIMS AND INTERESTS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS CONCERNING THE FEDERAL, STATE, LOCAL AND OTHER TAX CONSEQUENCES APPLICABLE UNDER THE PLAN.

VIII.
CERTAIN RISK FACTORS TO BE CONSIDERED

Before voting to accept or reject the Plan, holders of Claims should read and carefully consider the risk factors set forth below, in addition to the information set forth in the Disclosure Statement together with any attachments, exhibits, or documents incorporated by reference hereto.

THIS SECTION PROVIDES INFORMATION REGARDING POTENTIAL RISKS IN CONNECTION WITH THE PLAN. THE FACTORS BELOW SHOULD NOT BE REGARDED AS THE ONLY RISKS ASSOCIATED WITH THE PLAN OR ITS IMPLEMENTATION. NEW FACTORS, RISKS, AND UNCERTAINTIES EMERGE FROM TIME TO TIME AND IT IS NOT POSSIBLE TO PREDICT ALL SUCH FACTORS, RISKS, AND UNCERTAINTIES.

Certain Bankruptcy Law Considerations

1. General

Although the Debtors believe that the Chapter 11 Cases will be of short duration and will not be materially disruptive to their businesses, the Debtors cannot be certain that this will be the case. Although the Plan is designed to minimize the length of the Chapter 11 Cases, it is impossible to predict with certainty the amount of time that one or more of the Debtors may spend in bankruptcy or to assure parties in interest that the Plan will be confirmed. Even if confirmed on a timely basis, bankruptcy cases to confirm the Plan could have an adverse effect on the Debtors' business. Among other things, it is possible that bankruptcy proceedings could adversely affect the Debtors' relationships with their key customers and employees. The cases will also involve additional expense and may divert some of the attention of the Debtors' management away from business operations.

2. Risk of Non-Confirmation of the Plan

Although the Debtors believe that the Plan will satisfy all requirements necessary for confirmation by the Bankruptcy Court, there can be no assurance that the Bankruptcy Court will reach the same conclusion or that modifications to the Plan will not be required for confirmation or that such modifications would not necessitate re-solicitation of votes. Moreover, the Debtors can make no assurances that they will receive the requisite votes for acceptance to confirm the Plan. Even if all holders of a Claim entitled to vote in favor of the Plan ("**Eligible Holders**") vote in favor of the Plan or the requirements for "cramdown" are met with respect to any Class that rejected the Plan, the Bankruptcy Court could decline to confirm the Plan if it finds that any of the statutory requirements for confirmation are not met. If the Plan is not confirmed, it is unclear what distributions holders of Claims or Interests ultimately would receive with respect to their Claims or Interests in a subsequent plan of reorganization.

3. Risk of Non-Occurrence of the Effective Date

Although the Debtors believe that the Effective Date will occur soon after the Confirmation Date, there can be no assurance as to the timing of the Effective Date. If the conditions precedent to the Effective Date set forth in the Plan have not occurred or have not been waived as set forth in Article IX of the Plan, then the Confirmation Order may be vacated, in which event no distributions would be made under the Plan, the Debtors and all holders of Claims or Interests would be restored to the status quo as of the day immediately preceding the Confirmation Date, and the Debtors' obligations with respect to Claims and Interests would remain unchanged.

4. Alternative Transactions

If no chapter 11 plan can be confirmed, or if the Bankruptcy Court otherwise finds that it would be in the best interest of holders of Claims and Interests, the Debtors thereafter will consider all available restructuring alternatives, including filing an alternative chapter 11 plan of reorganization, commencing 363 sales of the Debtors' assets or converting to cases under chapter 7 of the Bankruptcy Code, pursuant to which a trustee would be appointed or elected to liquidate the Debtors' assets for distribution in accordance with the priorities established by the Bankruptcy Code. See the Valuation Analysis attached hereto as **Exhibit F**, as well as the Liquidation Analysis attached hereto as **Exhibit D**, for a discussion of the effects that a chapter 7 liquidation would have on the recoveries of holders of Claims and Interests. The terms of any alternative restructuring proposal may be less favorable to holders of Claims and Interests against the Debtors than the terms of the Plan as described in this Disclosure Statement.

5. Risks Related to Possible Objections to the Plan

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

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

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

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

Article X.6 of the Plan provides for certain releases, injunctions, and exculpations, for Claims and Causes of Action that may otherwise be asserted against the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties, as applicable. The releases, injunctions, and

exculpations provided in the Plan, and annexed hereto as **Exhibit G**, are subject to objection by parties in interest and may not be approved. If the releases and exculpations are not approved, certain parties may not be considered Releasing Parties, Released Parties, or Exculpated Parties, and certain Released Parties or Exculpated Parties may withdraw their support for the Plan.

In addition, a condition to the Effective Date of the Plan is a release of claims and liens against the SFA Loan Parties, including against Ultisat Inc. and its subsidiaries (the "**Government Business SFA Loan Parties**"), either through the Plan, or valid action under the SFA, or an order of the Bankruptcy Court. If the Debtors are unable to secure the release of liens against the non-Debtor SFA Loan Parties pursuant to the Plan, by valid action under the SFA, or by order of the Bankruptcy Court, the Debtors may request that the Government Business SFA Loan Parties file for chapter 11. Such parties are governed by the independent Proxy Board that has the sole authority to determine whether such entities would file for chapter 11. As of the date hereof, the Government Business SFA Loan Parties have not agreed to such a filing.

Additional Factors Affecting the Value of Reorganized Debtors

8. Claims Could Be More than Projected

There can be no assurance that the estimated Allowed amount of Claims in certain Classes will not be significantly more than projected, which in turn, could cause the value of distributions to be reduced substantially. Inevitably, some assumptions will not materialize, and unanticipated events and circumstances may affect the ultimate results. Therefore, the actual amount of Allowed Claims may vary materially from the Debtors' projections and feasibility analysis. Since the Petition Date, the Debtors have sought to negotiate with suppliers, vendors, and other significant contract counterparties, including Inmarsat, to proactively reduce exit costs, discuss the future of their relationship with the Debtors, and address outstanding prepetition claims. Although the Debtors believe they will be able to negotiate consensual agreements with various counterparties, including with Inmarsat, who has asserted approximately $112.3 million in prepetition claims against the Debtors consisting of $25.5 million in contractual amounts and $86.8 million in rejection and other damages, a resolution of and agreed reduction of such prepetition claim amounts cannot be guaranteed. The Debtors are currently negotiating with Inmarsat regarding a transaction that could result in, among other things, the sale of certain assets by the Debtors to Inmarsat and waiver of Inmarsat's claims against the Debtors. The Debtors currently expect to conclude such negotiations and finalize an agreement with Inmarsat by the end of October 2020, however, the Debtors can provide no assurance that such agreement will be reached. To the extent an agreement with Inmarsat is not reached, the Company will seek to reject all contracts associated with Inmarsat and transition, to the best of Speedcast's ability, all impacted customers to alternate providers in order to facilitate continuation of services. In the absence of an agreement, any and all prepetition claims, rejection and other damage claims associated with Inmarsat are expected to be included in Class 4B under the Plan.

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

Certain of the information contained in the Disclosure Statement is, by nature, forward-looking, and contains (i) estimates and assumptions which might ultimately prove to be incorrect and (ii)

projections which may be materially different from actual future experiences. There are uncertainties associated with any projections and estimates, and they should not be considered assurances or guarantees of the amount of funds or the amount of Claims in the various Classes that might be allowed.

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

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

- financial targets impacted by continued decline in bandwidth pricing;
- changes in macroeconomic conditions;
- changes in the competitive landscape brought on by continued consolidation in the satellite service industry and entry of non-traditional global conglomerates into the satellite sector;
- competition from a range of new communication services and new technologies;
- geopolitical and strategic risks;
- the loss, or inability to attract, key personnel;
- the Company's ability to effectively and timely integrate its historical acquisitions;
- the Debtors' ability to comply with the covenants in various financing documents, including making principal and interest payments or to obtain any necessary consents, waivers or forbearances thereunder;
- the Debtors' ability to generate sufficient cash flow to meet their debt obligations and commitments;
- the Debtors' ability to borrow under existing debt agreements to fund their operations;
- credit and performance risk of the Debtors' lenders, trading counterparties, customers, vendors, suppliers and third party operators; and
- the uncertainties associated with governmental budgets, shutdowns, global operations, and regulations, including any potential changes in foreign, federal, and state tax laws and regulations.

11. DIP Refinancing Facility

The DIP Refinancing Facility, along with the use of cash on hand (cash collateral), is intended to provide liquidity to the Debtors during the pendency of the Chapter 11 Cases. If the Chapter 11 Cases take longer than expected to conclude, the Debtors may exhaust or lose access to their financing. There is no assurance that the Debtors will be able to obtain additional financing from

the Debtors' existing lenders or otherwise. In either such case, the liquidity necessary for the orderly functioning of the Debtors' business may be materially impaired.

12. Post-Effective Date Indebtedness

Following the Effective Date, the Reorganized Debtors may have outstanding secured indebtedness. The Reorganized Debtors' ability to service their debt obligations will depend on, among other things, their future operating performance, which depends partly on economic, financial, competitive, and other factors beyond the Reorganized Debtors' control. The Reorganized Debtors may not be able to generate sufficient cash from operations to meet their debt service obligations as well as fund necessary capital expenditures and investments in sales and marketing. In addition, if the Reorganized Debtors need to refinance their debt, obtain additional financing, or sell assets or equity, they may not be able to do so on commercially reasonable terms, if at all.

13. COVID-19

The recent COVID-19 pandemic has had a dramatic impact on all players in the global marketplace and is expected to continue to adversely affect the Debtors' operations. The Debtors have experienced and expect to continue to experience unpredictable reductions in demand for certain of their products and services. In particular, should the cruise industry fail to recover, the Maritime Business may experience further difficulties. In addition, COVID-19 has led (and may continue to lead) to customer inability and/or delayed ability to pay invoices as and when they become due. This has impacted some of the major customers of the Company.

14. Corporate IT Network Matter

In July 2020, Speedcast identified a limited exposure security incident affecting some of its internal corporate servers, which has since been fully addressed. In following industry standard best practices, Speedcast proactively disconnected some internal systems for a brief period, which prevented the Debtors from providing complete reports on financials until all backlogged information was completely processed. Throughout this period, there was no impact to the Speedcast's production network, used to manage global satellite services, because the systems are purposefully segmented to ensure complete separation of services.

15. Risks Related to Foreign Customers and Creditors

Certain of the Debtors' customers may not be subject to the jurisdiction of U.S. courts and may attempt to terminate their contracts with the Debtors or take actions against the Debtors' assets in contravention of U.S. bankruptcy law or orders of the Bankruptcy Court. Any such termination or renegotiation of contracts and unfavorable costs increases or loss of revenue could have a material adverse impact on the Debtors' financial condition and results of operations.

16. Risks Related to the Debtors' Transformation Plan and Initiatives

The Debtors' transformation plan and other strategic priorities may not be executed as planned, be delayed, or result in lower financial and technical benefits than expected. A delay in implementation could result in the decrease of both staff and customers, and/or contractual credits,

system outages, and/or other financial losses with respect to the customer base. Additionally, implementation of the transformation plan may result in headcount reductions in the short term prior to stabilization of the business, and higher than expected costs.

17. Reputational Risk

The Company relies on its reputation to maintain ongoing commercial relationships with customers, suppliers and employees. The Company's business plan forecasts rely on the Company achieving sufficiently favorable outcomes post negotiation with key suppliers and customers.

18. Financial Systems

The current financial systems and manual processes may impact the accuracy of business plan analysis regarding both historical and forecast financial performance.

19. Energy Market Risk

Larger than expected energy market dislocation or delay in recovery may impact revenues for the Energy Business.

20. Unplanned Outages

Unplanned outages due to satellite failures, equipment failure due to underinvestment in maintenance, or disputes with suppliers may cause prolonged service interruptions or outages impacting the Company's relationship with customers.

21. Margin Erosion

The Company may face difficulty in maintaining margins in certain markets with a declining price and increasing volume environment.

22. Disintermediation by Satellite Operators

Certain satellite operators may seek, or are seeking, to vertically integrate and compete for existing customers of the Company. This may further be impacted by the dynamics among the various satellite operators providing broadband to the Company, the co-location of the Company's ground systems in a large proportion of its markets with those of Intelsat, and the competition among the various broadband services providers.

23. ESG Impact

Increased environmental regulations may cause a further than anticipated decline in the Energy Business.

24. Technology Evolution

The Company may face additional costs transitioning into new networks and technologies in order to continue to provide a relevant and competitive service to its customers. In addition, in order to transition to different spectrum bands and optimize reliance on different bandwidth providers,

costly earth station repointing and/or changes to equipment would be required to be compatible with different (and/or new) satellite broadband offerings. Accelerated virtualization of ground equipment may cause technical issues or bring forward planned upgrades. Additional investment may be required for the Company to deliver value-add applications and services for customers.

25. Failure to Realize Anticipated Synergies

The Company has acquired several different businesses over recent years and it may fail to realize the anticipated synergies resulting from such acquisitions, incur significant costs associated with integration of acquired businesses and/or experience adverse operational consequences as a result of failing to effectively integrate those businesses.

The Company has experienced rapid growth through acquisitions over previous years that has placed, and may continue to place, significant demands on management, information reporting resources, and financial and internal controls systems. The associated risks include incurring debt and liabilities, suffering a loss relating to an acquisition, experiencing decreased operational effectiveness as a result of inadequate integration, legal restrictions, failure to achieve expected synergies, customers and key employees not being retained after completion of an acquisition, and unusual or onerous terms in customer contracts.

26. Significant Market Competition

The Company faces significant and dynamic competition within the markets in which it operates, which could have a material adverse effect on the Company's business and financial position and could prevent it from realizing its strategic and financial objectives.

The Company is subject to vigorous competition within the satellite services industry based on factors including price, service, quality, performance standards and the ability to provide customers with an appropriate range of reliable and tailored services in a timely manner.

Competition in certain of the markets in which the Company operates is increased by low barriers to entry for new entrants to the market. The Company’s EEM Business division operates in a market with particularly low barriers to entry and greatest displacement risk. This is because the division involves a greater proportion of contracts which provide simple and less critical fixed connectivity solutions (rather than more complex mobility network solutions) with more limited technical support needs. Such low barriers to entry may allow new competitors to offer competing services to the Company’s customers at prices which are lower than those offered by the Company, which may mean that the Company is unable to grow or maintain its market share.

The competitive tension in the markets in which the Company operates requires constant investment in new and existing customers and technologies. If the Company does not invest enough resources in new and existing customers and technologies or if such investments do not yield expected results then the Company’s competitors may displace the Company in some or all of its markets, which may result in a reduction in revenue in such markets.

The Company has a range of both global and local competitors, some of which may be better able to withstand downturns in the market or to expand into new and developing markets than the Company.

The Company's growth plans may be impacted by difficulties in effectively competing against global and domestic competitors, which could adversely affect its future financial performance and position.

27. Rapid Changes in Technology

The Company faces significant and dynamic competition from a range of communication services and new technologies, which may be or become more attractive to the Company's existing and potential customers than the technology and services offered by the Company.

The satellite services industry is characterized by rapid changes in technology, new evolving standards and frequent new product and service introductions. Further, satellite services compete with a number of different modes of transmission, including fiber optic, Wi-Fi, WiMAX, 4G and 5G networks. The Company may not be able to successfully respond to the new technological developments and challenges or identify and respond to new market opportunities, services or products offered by its competitors. In addition, the Company's efforts to respond to technological innovation may require significant capital investments and resources. Failure to keep up with future technological changes could harm the Company's business and financial position.

The acceleration of global investment in land-based communications infrastructure such as fiber-optic cables, Wi-Fi, 4G and 5G networks may significantly increase their geographic reach, speed, and cost. In most circumstances, land-based communications infrastructure and services will be less expensive than satellite communications infrastructure and services and therefore as competing networks expand, satellite communications' competitive advantage in providing connectivity to land-based users outside established networks is reduced. Any such significant advances in land-based communications infrastructure may cause certain land-based customers who currently use satellite communications infrastructure to switch to alternative land-based communications infrastructure which may reduce demand for the Company's products and services. In addition, the number of potential new land-based customers who require satellite communications infrastructure may be reduced by an increased reliance on more efficient and cost-effective land-based communications infrastructure which may reduce growth or size of the markets in which the Company operates, which may adversely affect the Company's revenues and business.

The expected deployment of low-earth orbit ("**LEO**") constellations over the next few years may represent a risk to elements of the Company's business. LEO satellites, if effectively deployed, will result in a significant increase in satellite bandwidth capacity, placing downward pressure on bandwidth prices, which may reduce the Company's profitability. LEO satellites will also have considerably lower latency than existing satellite constellations, making them a potentially more attractive option for many of the Company's customers, especially in the cruise and commercial maritime sectors.

Additionally, high throughput satellites have been developed and deployed that can provide capacity often at a fraction of the cost of existing geostationary constellations. If the Company's existing technological platforms cannot be used on these high throughput satellites, other value added service providers (or the operators themselves) may be able to offer more competitive pricing and/or technology offerings that those of the Company.

As an independent services provider, the Company may mitigate some of the risks created by the deployment of LEO constellations and/or high throughput satellite providers by partnering with LEO and/or high throughput satellite providers and integrating LEO and/or the high throughput services into the Company's product catalogue. However, the Company may face increased competition by these operators selling services directly to end users.

28. Consolidation of the Satellite Services Industry

Consolidation within the satellite services industry could change the competitive landscape in which the Company operates and reduce the Company's ability to compete, which could have a material adverse effect on the Company's business and financial position and could prevent it from realizing its strategic and financial objectives.

The satellite services industry continues to experience consolidation and vertical integration. Certain of the Company's distributors have been acquired by competitors and the Company anticipates that other distributors of its services may be acquired by competitors in the future. This could adversely affect the Company's business operations and financial performance by reducing demand for its services from distributors and re-sellers. This risk is increased by the expected entry into the satellite services market of LEO operators over the next 5 years. If the Company fails to respond to the changing competitive landscape it may lose important channels to end-users and face increased competition, which could lead to deterioration in the Company's financial position and performance.

29. Geopolitical and Economic Shifts

The Company may be adversely affected by changes in the macroeconomic environment and/or geopolitical events, the effects of which are difficult to predict and any combination of one or other of the above may have a material adverse effect on the Company's business and financial position. The Company provides products and services to customers in several different countries around the globe and so will be affected by any slowdown in global economic growth, which may reduce customer demand in general (due to reduced investment and expenditure appetite) and in specific ways. A slowdown in global economic growth, whether as a result of the global and Chinese response to COVID-19, the ongoing 'trade war' between China and the United States, and/or other factors may reduce global demand for the Company's products and services, for example as a result of a reduction in trade and shipping traffic which relied on the Company's services. Another example of the potential adverse impact of macroeconomic factors on the Company is the impact on the Company's Energy Business of the continued weakness in global oil prices. Further macroeconomic shifts may occur and may adversely impact the Company's financial performance.

As a consequence of the geographic areas that the Company operates in, the Company is also exposed to geopolitical and strategic risks. These risks have increased as the Company has grown larger and moved into new markets. The risks include disruption as a result of war, civil unrest, security issues and government intervention. These risks exist predominantly in the Middle East, Russia and certain parts of Latin America, Africa and Asia. For example, a government in a particular territory may seek to prohibit foreign companies such as the Company from operating in its jurisdiction and/or it may seek to requisition the Company's equipment. The Company may also be negatively impacted by political decisions or disruptions, a risk that is heightened as the

Company operates in some higher risk territories around the world. It may be difficult for the Company to enforce its rights against customers or business partners located in certain jurisdictions if the Company ever needs to pursue legal remedies against them.

The Company may also be adversely affected by any shifts in policy adopted by the U.S. government and/or the U.S. Department of Defense. In particular, any significant demobilization of U.S. troop deployments in the Middle East and elsewhere which rely on the Company's services may reduce demand. In addition, because Speedcast is not a U.S. person, its subsidiary UltiSat relies on the Proxy Board to enter into contracts with the U.S. Department of Defense that contain certain classified information. The Company exercises its rights under the Proxy Agreement to make suggestions on the running of UltiSat and while these suggestions are non-binding, the Proxy Board must act in good faith, as reasonably prudent persons, to protect the legitimate economic interests of the Company. These activities are all performed within the confines of the Proxy Agreement such that UltiSat operates its business within the requirements necessary to protect the U.S. national security interest. The requirements of the NISP may be changed in such a way as to prohibit or restrict the ability of a company such as UltiSat that is under a proxy-board arrangement from providing certain services to the U.S. Department of Defense in the future.

30. Legal Proceedings

Certain Debtors are named as defendants from time to time in routine litigation proceedings. In management's view, claims made in connection with the legal proceedings will be allowed in an amount that is less than the claimed amount, and the outcome of these proceedings will not have a material adverse effect on the Debtors' financial position, results of operations, or cash flows. The Debtors, however, cannot predict with certainty the outcome or effect of pending or threatened litigation or legal proceedings, and the eventual outcome could materially differ from their current estimates. While Speedcast's Board of Directors are not aware of any current litigation, pending or threatened litigation or other legal proceedings, which may have a material and adverse effect on Speedcast, there may be in the future certain litigation that could result in a material judgment against the Company or the Reorganized Debtors. Such litigation, and any judgment in connection therewith, could have a material negative effect on the Company or the Reorganized Debtors.

31. Integration of New Personnel and Loss of Key Personnel

The Company has recently experienced a number of key personnel changes. The integration of new personnel or the loss of key personnel could have a material adverse effect on the Company's business and financial position.

Speedcast's Board of Directors and senior management have substantial experience and expertise in the Company's business but there can be no guarantee that the recent changes to management will be successful. Any further changes to the Board of Directors and/or senior management could have a material adverse effect on the Company's business and financial position and the unexpected loss of services of one or more members of senior management could also have a material adverse effect on the Company's business and financial position.

There is also significant competition for strong candidates with experience in the satellite services industry, and this competition is expected to increase. If the Company is unable to recruit

appropriately qualified and experienced key personnel in the future it could have a material adverse effect on the Company's business and financial position.

32. Disruption or Failure of Business Operations

The Company's business operations and ability to deliver products and services to customers may be subject to disruption or failure, which may arise as a result of a wide range of scenarios, including as a result of malicious actions executed by hackers. The satellite communication technology utilized by the Company is highly complex and subject to considerable risks of operating orbital satellites. These risks include satellite malfunctions, commonly referred to as anomalies, which can manifest themselves in scale from minor reductions of equipment redundancy to marginal reductions in capacity to complete satellite failure. While the Company works with multiple satellite operators, and is often able to ensure continuity of service during anomalies, any single anomaly or series of anomalies could materially and adversely affect the Company's operations, revenues, and relationships with current customers during a potential migration of services from one satellite to another and may affect the Company's ability to attract new customers. While the Company generally excludes liability for satellite anomalies under its customer contracts, and covers others risks through insurance policies certain other risks are not or may not be covered.

The Company is also exposed to the risks posed by extreme weather in its areas of operation in addition to the inherent risks of relying on satellites which operate in the distant and unpredictable conditions in space. The frequency and severity of extreme weather events may increase in future months and years, and such extreme weather may adversely affect the Company's ability to provide products and services. Extreme weather events could damage or destroy ground stations, resulting in a disruption of service to the Company's customers. The Company has failover and business continuity plans in the event of such events, as well as the technology to help safeguard antennas and protect ground stations during natural disasters such as a hurricane, but the collateral effects of disasters such as flooding may impair the functioning of the Company's ground equipment. If a future natural disaster impairs or destroys any ground facilities, Company may be unable to provide service to customers in the affected area for a period of time and may incur an impairment charge lowering the Company's operating income. Other extreme weather events, such as a fire, also pose a risk to the functioning of the Company's business.

The Company's business operations and ability to deliver products and services to customers may also be adversely affected by equipment and labor shortages, equipment failure, deliverability difficulties, environmental impacts, increases in operating cost structures, community or industrial actions, natural disasters, interruptions to the supply of power, or other circumstances which may result in the delay, suspension or termination of the Company's operations, and may result in a material adverse effect on the Company's business and financial position.

Any such service interruption suffered by the Company could damage its business reputation and affect its profitability. If a service interruption was prolonged, the Company could lose key customer contracts and may be unable to win new contracts, which would adversely affect its financial position. Operational or business delays, and damage to reputation, may result from any disruption failure or corruption of the Company's information systems and the systems of its

providers and customers. This could lead to operational and business delays and damage to the Company's reputation and could affect its business and financial position.

33. Disruption or Failure of Technology Systems

There is a risk that the Company may become the subject of a system failure, virus, or other negative event which could compromise the technology rendering the Company's services unavailable for a period of time or result in the loss, theft or corruption of sensitive data. The effect of any such event could extend to reputational damage, regulatory scrutiny, claims from affected clients and their customers and fines. Such circumstances could negatively impact upon the Company's business, financial performance and operations.

34. Global Reduction in Bandwidth Costs

The Company's financial targets may be compromised by the ongoing decline in bandwidth costs globally. This decline has been caused by a variety of factors including global oversupply of bandwidth and increased competition and low barriers to entry to certain markets, primarily with aviation players coming into the maritime sector. This price erosion may be exacerbated by the current high throughput satellite systems and anticipated launch of LEO constellations over the next few years. This price erosion may also lead to increased competition across the Company's business, as satellite operators may move into end-customer service provision (in part to offset the impact of price erosion). These reductions may impact the Company's future financial performance.

35. Compliance with Regulatory and Licensing Requirements

Changes to, or failure to comply with, the regulatory and licensing requirements to which the Company is subject could materially adversely affect the Company's business and financial position.

The provision of telecommunications services is highly regulated in most of the countries in which the Company operates. The Company is required to obtain approvals from national and local authorities in connection with many of the services that it provides. Obtaining and maintaining these approvals can involve significant time and expense. If the Company cannot obtain or is delayed in obtaining the required regulatory approvals, it may not be able to provide these services to customers or expand its service offerings. In addition, the laws and regulations to which the Company is subject could change at any time, thus making it more difficult for the Company to obtain new regulatory approvals or causing existing approvals to be revoked or adversely modified. Because the regulatory schemes vary by jurisdiction, the Company may also be subject to regulations of which it is not presently aware and could be subject to sanctions by a foreign government that could materially and adversely affect operations in that jurisdiction. If the Company cannot comply with the laws and regulations that apply to it then it could lose revenue from services provided to the countries and territories covered by these laws and regulations and be subject to criminal or civil sanctions. It could also face enforcement action which could result in, among other things, the imposition of fines, the cancellation of licenses or imposition of additional license terms and conditions, or the refusal to grant regulatory authority or permission necessary for the future provision of services.

36. Unanticipated Tax Liabilities

The Company may become subject to unanticipated tax liabilities that may have a material adverse effect on its business and financial position. Future changes in taxation laws in the jurisdictions in which the Company operates, including changes in interpretation or application of existing laws by the courts or taxation authorities in those jurisdictions, may affect taxation treatment of the Speedcast's shares or the holding or disposal of those securities.

37. Currency Risk

The Company is exposed to fluctuations in the value of foreign currencies. Speedcast's financial reports are presented in U.S. dollars. However, a substantial proportion of the Company's sales revenue, expenditures and cash flows are generated in various other currencies, including euro. Foreign exchange risk arises from those transactions denominated in a currency other than the functional currency of the entity entering into the transaction. Foreign currency risk also arises from assets and liabilities denominated in currencies other than the functional currency of the Company's entities to which they relate. The Company's most significant foreign currency exposures are in relation to Australian dollar ("**AUD**"), euro ("**EUR**") and pounds Sterling ("**GBP**"). Any adverse exchange rate fluctuations or volatility in the currencies in which the Company generates its revenues and cash flows, and incurs its costs, would have an adverse effect on the Company's future financial performance and position.

38. Downturn in the Cruise Industry

The Company currently derives 18% of its revenue from the cruise industry. While there is a general upward trend in annual passenger numbers on the cruise industry, the spread of COVID-19 is likely to adversely affect the cruise industry due to actual or perceived risk of the virus spreading between passengers on cruise ships. This could significantly reduce passenger numbers in the near term and have a material adverse effect on the cruise industry. Any significant reduction in cruise passenger numbers could reduce demand for the Company's maritime products and services and/or could lead to the renegotiation of terms with cruise customers on terms which are less advantageous to the Company than existing terms.

Factors Relating to Securities to Be Issued under Plan

39. Market for Securities

There is currently no market for the New Equity Interests, and there can be no assurance as to the development or liquidity of any market for any such securities.

The Reorganized Debtors are under no obligation to list the New Equity Interests on any national securities exchange or over-the-counter market. Therefore, there can be no assurance that any of the foregoing securities will be tradable or liquid at any time after the Effective Date. If a trading market does not develop or is not maintained, holders of the foregoing securities may experience difficulty in reselling such securities or may be unable to sell them at all. Even if such a market were to exist, such securities could trade at prices higher or lower than the estimated value set forth in the Disclosure Statement depending upon many factors including prevailing interest rates, markets for similar securities, industry conditions, and the performance of, and investor

expectations for the Reorganized Debtors. Accordingly, holders of these securities may bear certain risks associated with holding securities for an indefinite period of time.

40. Potential Dilution

The ownership percentage represented by the New Equity Interests distributed on the Effective Date under the Plan will be subject to dilution from the equity issued in connection with the Management Incentive Plan, any other shares that may be issued in connection with the Plan or post-emergence, and the conversion of any options, warrants, convertible securities, exercisable securities, or other securities that may be issued post-emergence.

41. New Speedcast Parent is Expected to be a Holding Company

New Speedcast Parent will be formed on or prior to the Effective Date and is expected to be a holding company with no business operations of its own or material assets other than the stock of its subsidiaries. Therefore, New Speedcast Parent will be dependent upon the earnings and cash flows from its subsidiaries, if and only to the extent available, in the form of dividends and other payments or distributions, to meet its debt service and related obligations. Contractual provisions or laws, as well as its subsidiaries' financial conditions and operating results, may limit New Speedcast Parent's ability to obtain, from such subsidiaries, the cash required to meet such debt service or related obligations. Applicable tax laws may also subject such payments to further taxation. The inability to obtain cash from its subsidiaries may limit New Speedcast Parent's ability to meet its debt service and related obligations even though there may be sufficient resources on a consolidated basis to satisfy such obligations.

42. New Equity Interests Subordinated to Reorganized Debtors' Indebtedness

In any subsequent liquidation, dissolution, or winding up of the Reorganized Debtors, the New Equity Interests would rank below all debt claims against the Reorganized Debtors. As a result, holders of the New Equity Interests will not be entitled to receive any payment or other distribution of assets upon the liquidation, dissolution, or winding up of the Reorganized Debtors until after all the Reorganized Debtors' obligations to their debt holders have been satisfied.

43. Implied Valuation of New Equity Interests Not Intended to Represent Trading Value of New Equity Interests

The valuation of the Reorganized Debtors is not intended to represent the trading value of New Equity Interests in public or private markets and is subject to additional uncertainties and contingencies, all of which are difficult to predict. Actual market prices of such securities at issuance will depend upon, among other things: (i) prevailing interest rates; (ii) conditions in the financial markets; (iii) the anticipated initial securities holdings of prepetition creditors, some of whom may prefer to liquidate their investment rather than hold it on a long-term basis; and (iv) other factors that generally influence the prices of securities. The actual market price of the New Equity Interests may be volatile. Many factors, including factors unrelated to the Reorganized Debtors' actual operating performance and other factors not possible to predict, could cause the market price of the New Equity Interests to rise and fall. Accordingly, the implied value, stated herein and in the Plan, of the securities to be issued does not necessarily reflect, and should

not be construed as reflecting, values that will be attained for the New Equity Interests in the public or private markets.

44. No Intention to Pay Dividends

New Speedcast Parent may not pay any dividends on the New Equity Interests and may instead retain any future cash flows for debt reduction and to support its operations. As a result, the success of an investment in the New Equity Interests may depend entirely upon any future appreciation in the value of the New Equity Interests. There is, however, no guarantee that the New Equity Interests will appreciate in value or even maintain their initial value.

45. Significant Holders

The Successful Plan Sponsor is expected to acquire all of the New Equity Interests pursuant to the Plan and the ECA. Such holders, if their decisions are aligned, would be in a position to control the outcome of all actions requiring stockholder approval, including the election of directors, without the approval of other stockholders. This concentration of ownership could also facilitate or hinder a negotiated change of control of the Reorganized Debtors and, consequently, have an impact upon the value of the New Equity Interests.

46. New Equity Interests May Be Subject to Further Dilution

The New Equity Interests to be issued on the Effective Date are subject to dilution from (i) New Equity Interests issued pursuant to the Management Incentive Plan, and (ii) other New Equity Interests issued by the Reorganized Debtors after the Effective Date. The Reorganized Debtors may issue equity securities in connection with future investments, acquisitions, or capital raising transactions. Such issuances or grants could constitute a significant portion of the then-outstanding common stock, which may result in a dilution in ownership of common stock, including shares of New Equity Interests issued pursuant to the Plan.

Additional Factors

47. Debtors Could Withdraw Plan

The Plan may be revoked or withdrawn prior to the Confirmation Date by the Debtors.

48. Debtors Have No Duty to Update

The statements contained in the Disclosure Statement are made by the Debtors as of the date hereof, unless otherwise specified herein, and the delivery of the Disclosure Statement after that date does not imply that there has been no change in the information set forth herein since that date. The Debtors have no duty to update the Disclosure Statement unless otherwise ordered to do so by the Bankruptcy Court.

49. No Representations Outside the Disclosure Statement Are Authorized

No representations concerning or related to the Debtors, the Chapter 11 Cases, or the Plan are authorized by the Bankruptcy Court or the Bankruptcy Code, other than as set forth in the Disclosure Statement.

Any representations or inducements made to secure your vote for acceptance or rejection of the Plan that are other than those contained in, or included with, the Disclosure Statement should not be relied upon in making the decision to vote to accept or reject the Plan.

50. No Legal or Tax Advice Is Provided by the Disclosure Statement

The contents of the Disclosure Statement should not be construed as legal, business, or tax advice. Each holder of a Claim or Interest should consult their own legal counsel and accountant as to legal, tax, and other matters concerning their Claim or Interest.

The Disclosure Statement is not legal advice to you. The Disclosure Statement may not be relied upon for any purpose other than to determine how to vote on the Plan or object to confirmation of the Plan.

51. No Admission Made

Nothing contained herein or in the Plan will constitute an admission of, or will be deemed evidence of, the tax or other legal effects of the Plan on the Debtors or holders of Claims or Interests.

52. Certain Tax Consequences

For a discussion of certain tax considerations to the Debtors and certain holders of Claims in connection with the implementation of the Plan, see Article VII hereof.

53. Potential Dilution of Unsecured Trade Claims

On July 27, 2020, the Bankruptcy Court entered the order authorizing, among other things, the Debtors to enter into the Intelsat Contract (Docket No. 545). Pursuant to the Intelsat Contract, in the event it terminates in accordance with its terms, Intelsat's rights are fully preserved to assert its prepetition Claims and an administrative Claim with respect to services provided on and after July 1, 2020 against the Debtors. The Debtors have no intention of terminating the Intelsat Contract and for purposes of the Plan have estimated Intelsat's Claim as $0. The termination of the Intelsat Contract would result in the dilution of recoveries of other Unsecured Trade Creditors in Class 4A.

IX.
VOTING PROCEDURES AND REQUIREMENTS

Before voting to accept or reject the Plan, each Eligible Holder should carefully review the Plan attached hereto as **Exhibit A**. All descriptions of the Plan set forth in the Disclosure Statement are subject to the terms and provisions of the Plan.

Voting Deadline

All Eligible Holders have been sent a "**Ballot**" together with the Disclosure Statement. Such holders should read the Ballot carefully and follow the instructions contained therein. Please use only the Ballot that accompanies the Disclosure Statement to cast your vote.

The Debtors have engaged the Voting Agent to assist in the transmission of voting materials and in the tabulation of votes with respect to the Plan. **FOR YOUR VOTE TO BE COUNTED, YOUR VOTE MUST BE RECEIVED BY THE VOTING AGENT AT THE ADDRESS SET FORTH BELOW ON OR BEFORE THE VOTING DEADLINE OF 4:00 P.M. (PREVAILING CENTRAL TIME) ON DECEMBER 8, 2020, UNLESS EXTENDED BY THE DEBTORS.**

IF A BALLOT IS DAMAGED OR LOST, YOU MAY CONTACT THE VOTING AGENT AT THE NUMBER SET FORTH BELOW TO RECEIVE A REPLACEMENT BALLOT. ANY BALLOT THAT IS EXECUTED AND RETURNED BUT WHICH DOES NOT INDICATE A VOTE FOR ACCEPTANCE OR REJECTION OF THE PLAN WILL NOT BE COUNTED.

IF YOU HAVE ANY QUESTIONS CONCERNING VOTING PROCEDURES, YOU MAY CONTACT THE VOTING AGENT AT:

Kurtzman Carson Consultants LLC
Telephone: (877)-709-4758 (domestic toll free) or (424)-236-7236 (international)
E-mail: speedcastinfo@kccllc.com

Additional copies of the Disclosure Statement are available upon request made to the Voting Agent, at the telephone numbers or e-mail address set forth immediately above.

Voting Procedures

The Debtors are providing copies of the Disclosure Statement (including all exhibits and appendices), related materials, and a Ballot (collectively, a "**Solicitation Package**") to Eligible Holders.

Eligible Holders should provide all of the information requested by the Ballot, and should complete and return all Ballots received in the enclosed, self-addressed, postage-paid envelope provided with each such Ballot to the Voting Agent.

In addition to accepting mailed Ballots, the Debtors will also be accepting Ballots via electronic, online transmission through an e-ballot platform available on KCC's website. Holders of Claims may cast their Ballots electronically, by completing and electronically signing and submitting such Ballot via the platform. Instructions for casting an electronic Ballot are available on KCC's website at http://www.kccllc.net/speedcast and on each Ballot. The encrypted ballot data and audit trail created by such electronic submission shall become part of the record of any electronic Ballot submitted in this manner and the creditor's electronic signature will be deemed to be an original signature that is legally valid and effective. For the avoidance of doubt, electronic submissions of Ballots may only be made via the e-ballot platform. Ballots submitted by electronic mail, facsimile, or any other means of electronic submission will not be counted.

Parties Entitled to Vote

Under the Bankruptcy Code, only holders of claims or interests in "impaired" classes are entitled to vote on a plan. Under section 1124 of the Bankruptcy Code, a class of claims or interests is deemed to be "impaired" under a plan unless: (1) the plan leaves unaltered the legal, equitable, and contractual rights to which such claim or interest entitles the holder thereof; or (2) notwithstanding any legal right to an accelerated payment of such claim or interest, the plan cures all existing defaults (other than defaults resulting from the occurrence of events of bankruptcy) and reinstates the maturity of such claim or interest as it existed before the default.

If, however, the holder of an impaired Allowed Claim or Interest will not receive or retain any distribution under the Plan on account of such Claim or Interest, the Bankruptcy Code deems such holder to have rejected the Plan, and, accordingly, holders of such Claims and Interests do not actually vote on the Plan. If an Allowed Claim or Interest is not impaired by the Plan, the Bankruptcy Code deems the holder of such Allowed Claim or Interest to have accepted the Plan and, accordingly, holders of such Allowed Claims and Interests are not entitled to vote on the Plan, and therefore will not receive a Ballot.

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

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

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

Class 4A – Unsecured Trade Claims

Class 4B – Other Unsecured Claims

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

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

All submitted Ballots must be signed by the Eligible Holder (either manually or through the electronic process described above), or any person who has obtained a properly completed Ballot

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

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

The Ballots provided to Eligible Holders will reflect the principal amount of such Eligible Holder's Claim; however, when tabulating votes, the Voting Agent may adjust the amount of such Eligible Holder's Claim to reflect all amounts accrued between the Voting Record Date and the Petition Date including interest.

Under the Bankruptcy Code, for purposes of determining whether the requisite votes for acceptance have been received, only Eligible Holders who actually vote will be counted. The failure of a holder to deliver a duly executed Ballot to the Voting Agent will be deemed to constitute an abstention by such holder with respect to voting on the Plan and such abstentions will not be counted as votes for or against the Plan.

Except as provided below, unless the Ballot is timely submitted to the Voting Agent before the Voting Deadline, the Debtors may, in their sole discretion, reject such Ballot as invalid, and therefore decline to utilize it in connection with seeking confirmation of the Plan.

1. Fiduciaries and Other Representatives

If a Ballot is signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation, or another, acting in a fiduciary or representative capacity, such person should indicate such capacity when signing and, if requested, must submit proper evidence satisfactory to the Debtors of authority to so act. Authorized signatories should submit the separate Ballot of each Eligible Holder for whom they are voting.

2. Agreements Upon Furnishing Ballots

The delivery of an accepting Ballot pursuant to one of the procedures set forth above will constitute the agreement of the creditor with respect to such Ballot to accept: (i) all of the terms of, and conditions to, this Solicitation; and (ii) the terms of the Plan including the releases, exculpations, and injunction set forth in Sections 10.5, 10.6, 10.7, 10.8, and 10.9 therein. All parties in interest retain their right to object to confirmation of the Plan pursuant to section 1128 of the Bankruptcy Code.

3. Change of Vote

Any party who has previously submitted to the Voting Agent before the Voting Deadline a properly completed Ballot may revoke such Ballot and change its vote by submitting to the Voting

Agent before the Voting Deadline a subsequent, properly completed Ballot voting for acceptance or rejection of the Plan.

Waivers of Defects, Irregularities, etc.

Unless otherwise directed by the Bankruptcy Court, all questions as to the validity, form, eligibility (including time of receipt), acceptance, and revocation or withdrawals of Ballots will be determined by the Voting Agent or the Debtors, as applicable, in their sole discretion, which determination will be final and binding. The Debtors reserve the right to reject any and all Ballots submitted by any of their respective creditors not in proper form, the acceptance of which would, in the opinion of the Debtors or their counsel, as applicable, be unlawful. The Debtors further reserve their respective rights to waive any defects or irregularities or conditions of delivery as to any particular Ballot. The interpretation (including the Ballot and the respective instructions thereto) by the applicable Debtor, unless otherwise directed by the Bankruptcy Court, will be final and binding on all parties. Unless waived, any defects or irregularities in connection with deliveries of Ballots must be cured within such time as the Debtors (or the Bankruptcy Court) determines. Neither the Debtors nor any other person will be under any duty to provide notification of defects or irregularities with respect to deliveries of Ballots nor will any of them incur any liabilities for failure to provide such notification. Unless otherwise directed by the Bankruptcy Court, delivery of such Ballots will not be deemed to have been made until such irregularities have been cured or waived. Ballots previously furnished (and as to which any irregularities have not theretofore been cured or waived) will be invalidated.

Further Information, Additional Copies

If you have any questions or require further information about the voting procedures for voting your claims or about the packet of material you received, or if you wish to obtain an additional copy of the Plan, the Disclosure Statement, or any exhibits to such documents, please contact the Voting Agent.

X.
CONFIRMATION OF PLAN AND FINAL APPROVAL OF THE DISCLOSURE STATEMENT

Confirmation Hearing

Section 1128(a) of the Bankruptcy Code requires the Bankruptcy Court to hold a confirmation hearing upon appropriate notice to all required parties. The Confirmation Hearing is scheduled to begin December 17, 2020 at 9:00 a.m. (prevailing Central Time). Notice of the Confirmation Hearing will be provided to all known creditors and equity holders or their representatives in accordance with the *Emergency Motion of Debtors for Entry of an Order (I) Scheduling Combined Hearing on (A) Adequacy of Disclosure Statement and (B) Confirmation of Plan; (II) Conditionally Approving Disclosure Statement; (III) Approving Solicitation Procedures and Form and Manner of Notice of Combined Hearing and Objection Deadline; (IV) Fixing Deadline to Object to Disclosure Statement and Plan; (V) Approving Notice and Objection Procedures for the Assumption of Executory Contracts and Unexpired Leases; (VI) Approving Plan Sponsor Selection Procedures; and (VIII) Granting Related Relief*. The Debtors will seek final approval

of the Disclosure Statement at the Confirmation Hearing. The Confirmation Hearing may be adjourned from time to time by the Bankruptcy Court without further notice except for the announcement of the continuation date made at the Confirmation Hearing, at any subsequent continued Confirmation Hearing, or pursuant to a notice filed on the docket for the Chapter 11 Cases.

Objections to Confirmation

Section 1128(b) of the Bankruptcy Code provides that any party in interest may object to the confirmation of a plan. Any objection to confirmation of the Plan must be in writing, must conform to the Bankruptcy Rules and the Local Rules, must set forth the name of the objector, the nature and amount of the Claims held or asserted by the objector against the Debtors' estates or properties, the basis for the objection and the specific grounds therefore, and must be filed with the Bankruptcy Court, with a copy to the chambers of the United States Bankruptcy Judge appointed to the Chapter 11 Cases, together with proof of service thereof, and served upon the following parties, including such other parties as the Bankruptcy Court may order.

a) **Debtors** at
SpeedCast International Limited
4400 S. Sam Houston Parkway East
Houston, Texas 77048
Attn: Dominic Gyngell

b) **Counsel to Debtors** at
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700 Louisiana Street, Suite 1700
Houston, Texas 77002
Attn: Alfredo R. Pérez (Alfredo.Perez@weil.com)
Brenda Funk (Brenda.Funk@weil.com)
Stephanie Morrison (Stephanie.Morrison@weil.com)

– and –

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153
Attn: Gary T. Holtzer (Gary.Holtzer@weil.com)
David N. Griffiths (David.Griffiths@weil.com)

c) **Counsel to Centerbridge** at
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Attn: Richard G. Mason (RGMason@wlrk.com)
Victor Goldfeld (VGoldfeld@wlrk.com)
John R. Sobolewski (JRSobolewski@wlrk.com)
Benjamin S. Arfa (BSArfa@wlrk.com)

– and –

Vinson & Elkins LLP
1001 Fannin Street, Suite 2500
Houston, Texas 10153
Attn: Paul E. Heath (pheath@velaw.com)
Matthew W. Moran (mmoran@velaw.com)

d) **Counsel to the Creditors' Committee** at
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390 Madison Avenue
New York, New York 10017
Telephone: (212) 918-3000
Attn: David P. Simonds (david.simonds@hoganlovells.com)
Ronald J. Silverman (ronald.silverman@hoganlovells.com
Jennifer Y. Lee (jennifer.lee@hoganlovells.com)

e) **Office of the U.S. Trustee** at
Office of the U.S. Trustee for Region 7
515 Rusk Street, Suite 3516
Houston, Texas 77002

UNLESS AN OBJECTION TO CONFIRMATION IS TIMELY SERVED AND FILED, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.

Requirements for Confirmation of Plan

The Bankruptcy Court will confirm the Plan only if all of the requirements of section 1129 of the Bankruptcy Code are met. Among the requirements for confirmation are that the Plan is (i) accepted by all impaired Classes of Claims and Interests entitled to vote or, if the Plan is rejected or deemed rejected by an impaired Class, at least one impaired Class has voted to accept the Plan and a determination that the Plan "does not discriminate unfairly" and is "fair and equitable" as to such Class; (ii) in the "best interests" of the holders of Claims and Interests impaired under the Plan; and (iii) feasible.

1. Acceptance of Plan

Under the Bankruptcy Code, a Class accepts a chapter 11 plan if (i) holders of two-thirds (2/3) in amount and (ii) with respect to holders of Claims, more than a majority in number of the allowed claims in such Class (other than those designated under section 1126(e) of the Bankruptcy Code) vote to accept the Plan. Holders of Claims that fail to vote are not counted in determining the thresholds for acceptance of the Plan.

2. Fair and Equitable Test

If any impaired Class of Claims or Interests does not accept the Plan (or is deemed to reject the Plan), the Bankruptcy Court may still confirm the Plan at the request of the Debtors if, at least one

impaired Class has voted to accept the Plan and as to each impaired Class of Claims or Interests that has not accepted the Plan (or is deemed to reject the Plan), the Plan "does not discriminate unfairly" and is "fair and equitable" under the so-called "cramdown" provisions set forth in section 1129(b) of the Bankruptcy Code. The "unfair discrimination" test applies to classes of claims or interests that are of equal priority but are receiving different treatment under the Plan. A chapter 11 plan does not discriminate unfairly, within the meaning of the Bankruptcy Code, if the legal rights of a dissenting class are treated in a manner consistent with the treatment of other classes whose legal rights are substantially similar to those of the dissenting class and if no class of claims or interests receives more than it legally is entitled to receive for its claims or interests. The test does not require that the treatment be the same or equivalent, but that such treatment be "fair." The "fair and equitable" test applies to classes of different priority and status (*e.g.*, secured versus unsecured; claims versus interests) and includes the general requirement that no class of claims receive more than 100% of the allowed amount of the claims in such class. As to the dissenting class, the test sets different standards that must be satisfied for the Plan to be confirmed, depending on the type of claims or interests in such class. The following sets forth the "fair and equitable" test that must be satisfied as to each type of class for a plan to be confirmed if such class rejects the Plan:

- **Secured Creditors**. Each holder of an impaired secured claim either (i) retains its liens on the property, to the extent of the allowed amount of its secured claim, and receives deferred cash payments having a value, as of the effective date of the plan, of at least the allowed amount of such secured claim, (ii) has the right to credit bid, subject to section 363(k) of the Bankruptcy Code, the amount of its claim if its property on which it has a lien is sold and retains its lien on the proceeds of the sale, or (iii) receives the "indubitable equivalent" of its allowed secured claim.
- **Unsecured Creditors**. Either (i) each holder of an impaired unsecured claim receives or retains under the plan, property of a value, as of the effective date of the plan, equal to the amount of its allowed claim or (ii) the holders of claims and interests that are junior to the claims of the dissenting class will not receive any property under the plan.
- **Interests**. Either (i) each equity interest holder will receive or retain under the plan property of a value equal to the greater of (a) the fixed liquidation preference or redemption price, if any, of such equity interest and (b) the value of the equity interest or (ii) the holders of interests that are junior to the interests of the dissenting class will not receive or retain any property under the plan.

The Debtors believe the Plan satisfies the "fair and equitable" requirement with respect to any rejecting Class.

IF ALL OTHER CONFIRMATION REQUIREMENTS ARE SATISFIED AT THE CONFIRMATION HEARING, THE DEBTORS WILL ASK THE BANKRUPTCY COURT TO RULE THAT THE PLAN MAY BE CONFIRMED ON THE GROUND THAT THE SECTION 1129(b) REQUIREMENTS HAVE BEEN SATISFIED.

3. Best Interests Test

As noted above, with respect to each impaired class of claims and equity interests, confirmation of a plan requires that each such holder either: (i) accept the plan; or (ii) receive or retain under the plan property of a value, as of the effective date of the plan, that is not less than the value such holder would receive or retain if the debtors were liquidated under chapter 7 of the Bankruptcy Code. This requirement is referred to as the "best interests test."

This test requires a bankruptcy court to determine what the holders of allowed claims and allowed equity interests in each impaired class would receive from a liquidation of the debtor's assets and properties in the context of a liquidation under chapter 7 of the Bankruptcy Code. To determine if a plan is in the best interests of each impaired class, the value of the distributions from the proceeds of the liquidation of the debtor's assets and properties (after subtracting the amounts attributable to the aforesaid claims) is then compared with the value offered to such classes of claims and equity interests under the plan.

The Debtors believe that under the Plan all holders of impaired Claims and Interests will receive property with a value not less than the value such holder would receive in a liquidation under chapter 7 of the Bankruptcy Code. The Debtors' belief is based primarily on: (i) consideration of the effects that a chapter 7 liquidation would have on the ultimate proceeds available for distribution to holders of impaired Claims and Interests; and (ii) the Liquidation Analysis attached hereto as **Exhibit D.**

The Debtors believe that any liquidation analysis is speculative, as it is necessarily premised on assumptions and estimates which are inherently subject to significant uncertainties and contingencies, many of which would be beyond the control of the Debtors. The Liquidation Analysis provided in **Exhibit D** is solely for the purpose of disclosing to holders of Claims and Interests the effects of a hypothetical chapter 7 liquidation of the Debtors, subject to the assumptions set forth therein. There can be no assurance as to values that would actually be realized in a chapter 7 liquidation nor can there be any assurance that a bankruptcy court will accept the Debtors' conclusions or concur with such assumptions in making its determinations under section 1129(a)(7) of the Bankruptcy Code.

4. Feasibility

Section 1129(a)(11) of the Bankruptcy Code requires that a debtor demonstrate that confirmation of a plan is not likely to be followed by liquidation or the need for further financial reorganization. For purposes of determining whether the Plan meets this requirement, the Debtors have analyzed their ability to meet their obligations under the Plan. As part of this analysis, the Debtors have prepared the consolidated financial projections for the Reorganized Debtors (collectively with the reserve information, development of schedules, and financial information, the "**Financial Projections**") for the fiscal years 2020 through 2023 (the "**Projection Period**"). The Financial Projections, and the assumptions on which they are based, are annexed hereto as **Exhibit E**. Based upon such Financial Projections, the Debtors believe they will have sufficient resources to make all payments required pursuant to the Plan and that confirmation of the Plan is not likely to be followed by liquidation or the need for further reorganization. Moreover, Article IX hereof sets forth certain risk factors that could impact the feasibility of the Plan.

The Debtors do not, as a matter of course, publish their business plans or strategies, projections or anticipated financial position. Accordingly, the Debtors do not anticipate that they will, and disclaim any obligation to, furnish updated business plans or Financial Projections to parties in interest after the Confirmation Date, or to include such information in documents required to be filed with ASIC or otherwise make such information public, unless required to do so by ASIC or other regulatory bodies. In connection with the planning and development of the Plan, the Financial Projections were prepared by the Debtors, with the assistance of their professionals, to present the anticipated impact of the Plan. The Financial Projections assume that the Plan will be implemented in accordance with its stated terms. The Financial Projections are based on forecasts of key economic variables and may be significantly impacted by, among other factors, the COVID-19 pandemic, oil and natural gas prices, expectations regarding future commodity prices, the level of activity of oil and natural gas exploration, development, and production domestically and internationally, demand for drilling services, competition and supply of competing rigs, changes in the political environment of the countries in which the Debtors operate, regulatory changes, and a variety of other factors. Consequently, the estimates and assumptions underlying the Financial Projections are inherently uncertain and are subject to material business, economic, and other uncertainties. Therefore, such Financial Projections, estimates, and assumptions are not necessarily indicative of current values or future performance, which may be significantly less or more favorable than set forth herein.

The Financial Projections should be read in conjunction with the assumptions, qualifications, and explanations set forth in the Disclosure Statement, the Plan, and the Plan Supplement (when filed), in their entirety, and the historical consolidated financial statements (including the notes and schedules thereto).

XI.
ALTERNATIVES TO CONFIRMATION AND CONSUMMATION OF PLAN

The Debtors have evaluated several alternatives to the Plan. After studying these alternatives, the Debtors have concluded that the Plan is the best alternative and will maximize recoveries to parties in interest, assuming confirmation and consummation of the Plan. If the Plan is not confirmed and consummated, the alternatives to the Plan are: (i) the preparation and presentation of an alternative reorganization; (ii) the a sale of some or all of the Debtors' assets pursuant to section 363 of the Bankruptcy Code; or (iii) a liquidation under chapter 7 of the Bankruptcy Code.

Alternative Plan of Reorganization

If the Plan is not confirmed, the Debtors (or if the Debtors' exclusive period in which to file a plan of reorganization has expired, any other party in interest) could attempt to formulate a different plan. Such a plan might involve either: (i) a reorganization and continuation of the Debtors' businesses or (ii) an orderly liquidation of their assets. The Debtors, however, believe that the Plan, as described herein, enables their creditors to realize the most value under the circumstances. Additionally, there is no assurance that an alternative plan will garner the support of the Creditors' Committee.

Sale under Section 363 of the Bankruptcy Code

If the Plan is not confirmed, the Debtors could seek from the Bankruptcy Court, after notice and hearing, authorization to sell their assets under section 363 of the Bankruptcy Code. Holders of Claims in Class 3 would be entitled to credit bid, subject to the restrictions in the Bankruptcy Code, including section 363(k), on any property to which their security interest is attached, and to offset their Claims against the purchase price of the property. In addition, the security interests in the Debtors' assets held by holders of Claims in Class 3 would attach to the proceeds of any sale of the Debtors' assets. After these Claims are satisfied, the remaining funds, if any, could be used to pay holders of Claims in Classes 4A and 4B. At the outset of these chapter 11 cases, the Debtors agreed to advise the Original DIP Lenders whether a plan of reorganization or a sale under section 363 of the Bankruptcy Code was the optimal path for maximizing value. Such analysis was delivered on April 30, 2020 and concluded that a plan of reorganization would be more effective than a sale under section 363 of the Bankruptcy Code in maximizing value for all creditors. Based upon this analysis and further consideration of their alternatives, the Debtors believe that a sale of their assets under section 363 of the Bankruptcy Code would yield a significantly lower recovery for holders of Claims than the Plan. Currently, the debtors are not aware of any alternative plans of reorganization that would be confirmable under the requirements of Section 1129 of the Bankruptcy Code.

Liquidation under Chapter 7 of Bankruptcy Code

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

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

XII.
CONCLUSION AND RECOMMENDATION

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

Dated: November 3, 2020
Houston, Texas

Respectfully submitted,

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

/s/ *Michael Healy*

Name: Michael Healy
Title: Chief Restructuring Officer

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

SPEEDCAST NETHERLANDS B.V.
SPEEDCAST NORWAY AS
SPEEDCAST SINGAPORE PTE. LTD.
SPEEDCAST UK HOLDINGS LIMITED
TELAURUS COMMUNICATIONS LLC

Exhibit A

Plan

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

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

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

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Counsel for the Debtors
and Debtors in Possession

Dated: November 3, 2020
Houston, Texas

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

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Each of SpeedCast International Limited; CapRock Communications (Australia) Pty Ltd; CapRock Communications Pte. Ltd.; CapRock Comunicações do Brasil Ltda.; CapRock Participações do Brasil Ltda.; CapRock UK Limited; CCI Services Corp.; Cosmos Holdings Acquisition Corp.; Evolution Communications Group Limited; Globecomm Europe B.V.; Globecomm Network Services Corporation; HCT Acquisition, LLC; Hermes Datacommunications International Limited; Maritime Communication Services, Inc.; NewCom International, Inc.; Oceanic Broadband Solutions Pty Ltd; Satellite Communications Australia Pty Ltd; SpaceLink Systems II, LLC; SpaceLink Systems, LLC; SpeedCast Americas, Inc.; SpeedCast Australia Pty Limited; Speedcast Canada Limited; SpeedCast Communications, Inc.; Speedcast Cyprus Ltd.; SpeedCast France SAS; SpeedCast Group Holdings Pty Ltd; SpeedCast Limited; SpeedCast Managed Services Pty Limited; SpeedCast Netherlands B.V.; SpeedCast Norway AS; SpeedCast Singapore Pte. Ltd.; SpeedCast UK Holdings Limited; Telaurus Communications LLC (each, a "**Debtor**" and collectively, the "**Debtors**") proposes the following joint chapter 11 plan of reorganization pursuant to section 1121(a) of the Bankruptcy Code. Capitalized terms used herein shall have the meanings set forth in section 1.1 below.

ARTICLE I. DEFINITIONS AND INTERPRETATION.

1.1 *Definitions.*

The following terms shall have the respective meanings specified below:

Administrative Expense Claim means any Claim against a Debtor for costs and expenses of administration of the Chapter 11 Cases pursuant to sections 327, 328, 330, 365, 503(b), 507(a)(2), or 507(b) of the Bankruptcy Code, including, (i) the actual and necessary costs and expenses incurred on or after the Petition Date and through the Effective Date of preserving the Estates, operating the businesses of the Debtors, or implementing any pre-Effective Date Restructuring Transactions, (ii) Allowed Fee Claims, and (iii) Restructuring Expenses.

Allowed means, (a) with respect to any Claim, (i) any Claim, proof of which was timely and properly filed, arising on or before the Effective Date that is not Disputed, (ii) any Claim that is listed in the Schedules as not contingent, not unliquidated, and/or not disputed, and for which no contrary proof of claim has been filed, (iii) any Claim that is compromised, settled, or otherwise resolved pursuant to the authority of the Debtors or Reorganized Debtors in a Final Order, (iv) any Claim expressly allowed by a Final Order, (v) following the Effective Date, with respect to (A) Unsecured Trade Claims and (B) Other Unsecured Claims, any Claim that may otherwise be determined by the Reorganized Debtors, (vi) any Claim expressly allowed under this Plan, and (vii) any Administrative Expense Claim (A) that was incurred by a Debtor in the ordinary course of business before the Effective Date to the extent due and owing without defense, offset, recoupment, or counterclaim of any kind, and (B) that is not otherwise Disputed, and (b) with respect to any Interest, such interest is reflected in the stock transfer ledger or similar register of any of the Debtors on the Distribution Record Date and is not subject to any objection or challenge. If a Claim is Allowed only in part, any provisions hereunder with respect to Allowed Claims are applicable solely to the Allowed portion of such Claim. Notwithstanding the foregoing, unless expressly waived herein, the Allowed amount of Claims or Interests shall be subject to and shall not exceed the limitations or maximum amounts permitted by the

Bankruptcy Code, including sections 502 or 503 of the Bankruptcy Code, to the extent applicable.

Allowed SFA Secured Claim Amount means the portion of the Direct Investment Amount attributable to the Syndicated Facility Secured Claim, which shall be $150,000,000 or such greater amount as determined pursuant to the Plan Sponsor Selection Process and indicated in the Plan Supplement.

Amended By-Laws means, with respect to a Reorganized Debtor, such Reorganized Debtor's amended or amended and restated by-laws (including any articles of association, operating agreement, limited liability company agreement, partnership agreement or similar constitutional document, if any, required under the laws of such Reorganized Debtor's jurisdiction of organization), or similar document, as applicable, in form and substance acceptable to the Plan Sponsor, a substantially final form of which shall be included in the Plan Supplement, to the extent such document contains material changes to the existing document.

Amended Certificate of Incorporation means, with respect to a Reorganized Debtor, such Reorganized Debtor's amended or amended and restated certificate of incorporation (including any memorandum of association or similar constitutional document, if any, required under the laws of such Reorganized Debtor's jurisdiction of organization), or similar document, as applicable, in form and substance acceptable to the Plan Sponsor, a substantially final form of which shall be included in the Plan Supplement, to the extent such document contains material changes to the existing document.

Amended Organizational Documents means, with respect to any Reorganized Debtor, the Amended By-Laws and Amended Certificate of Incorporation.

Asset means all of the rights, title, and interests of a Debtor in and to property of whatever type or nature, including real, personal, mixed, intellectual, tangible, and intangible property.

ASX means ASX Limited or the market operated by it, as the context requires.

Avoidance Action means any action commenced, or that may be commenced, before or after the Effective Date pursuant to chapter 5 of the Bankruptcy Code, including sections 544, 547, 548, 549, 550, or 551.

Australian Administrator means, solely with respect to Speedcast Parent, one or more Person(s) appointed, if applicable, by the board of directors of the Speedcast Parent to serve as voluntary administrator with respect to the Speedcast Parent Administration.

Australian Deed Administrator means, solely with respect to Speedcast Parent, one or more Person(s) appointed, if applicable, under the terms of a Deed of Company Arrangement to serve as deed administrator to implement the terms of the Deed of Company Arrangement.

Australian Liquidator means, solely with respect to the Speedcast Parent, any liquidator who implements the winding down, liquidation, or dissolution of Speedcast Parent, as

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

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

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

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

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

CACIB means Credit Agricole Corporate and Investment Bank.

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

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

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

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

Bankruptcy Code; and (v) any claims under any state or foreign law, including any fraudulent transfer or similar claims.

Chapter 11 Case means, with respect to a Debtor, such Debtor's case under chapter 11 of the Bankruptcy Code commenced on April 23, 2020 in the Bankruptcy Court, jointly administered with all other Debtors' cases under chapter 11 of the Bankruptcy Code, and styled *In re SpeedCast International Limited, et al.*, Ch. 11 Case No. 20-32243 (MI).

Claim means a "claim" as defined in section 101(5) of the Bankruptcy Code, as against any Debtor.

Claims Register means the register of proofs of Claim maintained by Kurtzman Carson Consultants LLC in the Chapter 11 Cases.

Class means any group of Claims or Interests classified under the Plan pursuant to section 1122(a) of the Bankruptcy Code.

Collateral means any Asset of an Estate that is subject to a validly existing Lien securing the payment or performance of a Claim, which Lien is valid and has not been avoided under the Bankruptcy Code or applicable nonbankruptcy law.

Confirmation Date means the date on which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Cases within the meaning of Bankruptcy Rules 5003 and 9021.

Confirmation Hearing means the hearing to be held by the Bankruptcy Court regarding confirmation of this Plan and the Disclosure Statement pursuant to Bankruptcy Rule 3020(b)(2) and Section 1128 of the Bankruptcy Code, as such hearing may be adjourned or continued from time to time.

Confirmation Order means the order of the Bankruptcy Court, together with all exhibits, appendices, supplements, and related documents (i) approving the Disclosure Statement on a final basis pursuant to sections 1125 and 1126(b), and (ii) confirming this Plan pursuant to section 1129 of the Bankruptcy Code, which order shall be in form and substance reasonably satisfactory to the Plan Sponsor and the Creditors' Committee.

Corporate Restructuring means the reorganization of the Speedcast Entities' corporate structure to be implemented on or prior to the Effective Date as described in (and subject to the terms of) the Plan Sponsor Agreement, or, if not described therein, in the Plan Supplement, subject to the reasonable consent of the Plan Sponsor.

Corporate Restructuring Steps means the steps to be carried out to effectuate the Corporate Restructuring in accordance with the Plan and the Plan Sponsor Agreement and as set forth in the Plan Supplement on terms consistent in all material respects with the Plan Sponsor Agreement and this Plan, subject to the reasonable consent of the Plan Sponsor.

Corporations Act means the *Corporations Act 2001* (Cth).

Creditors' Committee means the official committee of unsecured creditors of the Debtors appointed by the U.S. Trustee in the Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code, as set forth in that certain *Verified Statement of Official Committee of Unsecured Creditors Pursuant to Bankruptcy Rule 2019* that was filed on the docket in the Chapter 11 Cases (Docket No. 506), as the composition thereof may change from time to time.

Cure Amount means the payment of Cash or the distribution of other property (as the parties may agree or the Bankruptcy Court may order) as necessary (a) to cure a monetary default by the Debtors in accordance with the terms of an executory contract or unexpired lease of the Debtors under section 365(b)(1)(A) of the Bankruptcy Code and (b) to permit the Debtors to assume such executory contract or unexpired lease under section 365(a) of the Bankruptcy Code.

Cure Dispute means a pending objection regarding assumption, cure, "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code), or other issues related to assumption of an executory contract or unexpired lease.

Cure Notice means a notice of a proposed Cure Amount to be paid in connection with an executory contract or unexpired lease to be assumed or assumed and assigned under the Plan pursuant to section 365 of the Bankruptcy Code, which notice shall include (i) procedures for objecting to proposed assumptions or assumptions and assignments of executory contracts and unexpired leases, (ii) any Cure Amount to be paid in connection therewith, and (iii) procedures for resolution by the Bankruptcy Court of any related disputes.

Debtor(s) has the meaning set forth in the introductory paragraph of this Plan.

Debtor in Possession means, with respect to a Debtor, that Debtor in its capacity as a debtor in possession pursuant to sections 1101, 1107(a), and 1108 of the Bankruptcy Code.

Deed of Company Arrangement means, as may be required or prudent to implement this Plan or the Restructuring Transactions under the laws of Australia, a deed of company arrangement in respect of the Speedcast Parent proposed under Part 5.3A of the Corporations Act to give effect to the Plan and the Restructuring Transactions, if applicable.

DIP Agent means Belward Holdings, LLC, or its successor, in its capacity as administrative agent, collateral agent, and security trustee under the DIP Facility.

DIP Claim means all Claims held by DIP Lenders on account of, arising under, or relating to the DIP Credit Agreement, the DIP Facility, or the DIP Orders, including Claims for all principal amounts outstanding, interest, reasonable and documented fees, expenses, costs, and other charges of the DIP Lenders, which, for the avoidance of doubt, shall include all "DIP Obligations" as such term is defined in the DIP Orders.

DIP Credit Agreement means that certain Senior Secured Superpriority Debtor-in-Possession Term Loan Credit Agreement, dated as of September 30, 2020 by and among Speedcast Parent, SpeedCast Communications, Inc., the lenders named therein, and the DIP Agent, as the same may be amended, restated, supplemented, refinanced, replaced, or otherwise modified from time to time in accordance with the terms thereof.

DIP Documents means the "DIP Documents" as defined in the Final DIP Order.

DIP Facility means that certain debtor-in-possession financing facility provided by the DIP Lenders made available pursuant to the terms of the DIP Credit Agreement.

DIP Lenders means the lenders from time to time party to the DIP Credit Agreement.

DIP Orders means, collectively, the (i) *Interim Order (I) Authorizing Debtors to (A) Refinance Their Postpetition Financing Obligations and (B) Use Cash Collateral, (II) Amending the Interim and Final Orders, and (III) Granting Related Relief* (Docket No. 724), and (ii) the Final DIP Order.

Direct Investment means the purchase by the Plan Sponsor of New Equity Interests for the Direct Investment Amount in accordance with the Plan Sponsor Agreement.

Direct Investment Amount means the aggregate purchase price of not less than $500,000,000 set forth in the Plan Sponsor Agreement.

Disallowed means, with respect to any Claim or Interest, that such Claim or Interest has been determined by a Final Order or specified in a provision of this Plan not to be Allowed.

Disbursing Agent means any Entity in its capacity as a disbursing agent under Section 6.6 hereof (including any Debtor, any Reorganized Debtor, or the Syndicated Facility Agent that acts in such a capacity); *provided,* that with respect to distributions to the Litigation Trust Beneficiaries, the Litigation Trustee shall distribute the Litigation Trust Proceeds as and when provided for in the Litigation Trust Agreement.

Disclosure Statement means the disclosure statement for this Plan, including all exhibits, schedules, supplements, modifications, amendments, and annexes thereto, each as amended, supplemented or modified from time to time, which is prepared and distributed in accordance with sections 1125, 1126(b), or 1145 of the Bankruptcy Code, Bankruptcy Rules 3016 and 3018, or other applicable law, which disclosure statement shall be in form and substance reasonably acceptable to the Plan Sponsor and the Creditors' Committee.

Disputed means, with respect to a Claim, (i) any Claim which is disputed under Section 7.1 of this Plan or as to which any party in interest has interposed and not withdrawn an objection or request for estimation (pursuant to Section 7.3 of this Plan or otherwise) that has not been determined by a Final Order, (ii) any Claim, proof of which was required to be filed by order of the Bankruptcy Court but as to which a proof of Claim was not timely or properly filed, (iii) any Claim that is listed in the Schedules as unliquidated, contingent, or disputed, or (iv) any Claim that is otherwise disputed by any party in interest in accordance with applicable law or contract, which dispute has not been withdrawn, resolved, or overruled by a Final Order.

Distribution Record Date means, except as otherwise provided in the Plan or the Confirmation Order, the Effective Date.

D&O Policies means all insurance policies for directors', managers' or officers' liability that have been issued at any time on or prior to the Effective Date to any of the Debtors.

Effective Date means the date which is the first Business Day selected by the Debtors, on which (i) all conditions to the effectiveness of this Plan set forth in Section 9.1 hereof have been satisfied or waived in accordance with the terms of this Plan and (ii) no stay of the Confirmation Order is in effect.

Entity has the meaning set forth in section 101(15) of the Bankruptcy Code.

Estate(s) means, individually or collectively, the estate or estates of the Debtors created under section 541 of the Bankruptcy Code.

Equity Commitment Agreement means that certain Amended and Restated Equity Commitment Agreement, dated as of October 10, 2020, entered into by Speedcast International Limited and the Initial Plan Sponsor, as the same may be amended, restated, or otherwise modified in accordance with its terms.

Equity Interests means all Parent Interests and Interests other than Parent Interests, immediately prior to the Effective Date, including all options, warrants, and ordinary shares.

Exculpated Parties means, collectively, each in their capacities as such: (i) the Debtors; (ii) the Reorganized Debtors; (iii) the Disbursing Agent; (iv) the DIP Agent; (v) the DIP Lenders; (vi) the Creditors' Committee; (vii) each of the Creditors' Committee's current and former members (solely in their capacity as members of the Creditors' Committee); (viii) with respect to each of the foregoing Persons in clauses (i) through (vii), such Persons' respective predecessors, successors, assigns, direct and indirect subsidiaries, and affiliates; and (ix) with respect to each of the foregoing Persons in clauses (i) through (viii), such Person's officers, directors, principals, shareholders, members, partners, managers, employees, agents, financial advisors, attorneys, accountants, investment bankers, investment managers, investment advisors, consultants, representatives, and other professionals, and such Person's respective heirs, executors, estates, and nominees, in each case in their capacity as such and whether currently serving or having previously served postpetition; and (xi) any other Person entitled to the protections of section 1125(e) of the Bankruptcy Code; *provided*, that no Person listed on the Non-Released Party Exhibit shall be an Exculpated Party.

Fee Claim means any Claim for professional services rendered or costs incurred on or after the Petition Date through and including the Effective Date by Professional Persons and to the extent such fees have not been pursuant to an order of the Bankruptcy Court, paid or denied. To the extent that the Bankruptcy Court or any higher court of competent jurisdiction denies or reduces by an order any amount of a Professional Person's fees or expenses, then those reduced or denied amounts shall no longer constitute Fee Claims.

Fee Claim Escrow Account means an interest-bearing escrow account in an amount equal to the total estimated amount of Fee Claims and funded by the Debtors on or before the Effective Date.

Final DIP Order means *Final Order (I) Authorizing Debtors to (A) Refinance Their Postpetition Financing Obligations and (B) Use Cash Collateral, (II) Amending the Interim and Final Orders, and (III) Granting Related Relief* (Docket No. 777).

Final Order means an order, ruling, or judgment of the Bankruptcy Court (or other court of competent jurisdiction with respect to the relevant subject matter) which is in full force and effect and has not been reversed, modified, amended, vacated, or stayed and as to which (i) the time to appeal, petition for certiorari, or other proceedings for a new trial, reargument, reconsideration or rehearing has expired and as to which no appeal, petition for certiorari, or motion for new trial, reargument, reconsideration or rehearing is then pending or (ii) if an appeal, writ of certiorari, new trial, stay, reargument, reconsideration or rehearing thereof has been or may be sought, such order or judgment of the Bankruptcy Court (or other court of competent jurisdiction) shall have been affirmed by the highest court to which such order was appealed, or certiorari shall have been denied, or a new trial, reargument, or rehearing shall have been denied or otherwise resulted in no modification of such order, and the time to take any further appeal, petition for certiorari, or move for a new trial, stay, reargument, or rehearing shall have expired, as a result of which such order shall have become final in accordance with Bankruptcy Rule 8002; *provided*, that the possibility that a motion under Rule 59 or 60 of the Federal Rules of Civil Procedure, or any analogous Bankruptcy Rule (or any analogous rule applicable in such other court of competent jurisdiction), or section 502(j) of the Bankruptcy Code has been or may be filed relating to such order, ruling, or judgment, as applicable, shall not cause an order, ruling, or judgment, as applicable, not to be a Final Order.

Forbearance Agreement means that certain Forbearance Agreement, dated as of April 1, 2020, by and among Speedcast Parent, Speedcast Americas, Inc., Speedcast Communications, Inc. Speedcast Limited, the other Guarantors party thereto, the Syndicated Facility Agent and the lenders party thereto.

Foreign Enforcement Action means any foreign recognition, administration, scheme of arrangement, insolvency proceeding, proceeding required to enforce the Confirmation Order and/or any other order in connection with or in furtherance of approval or implementation of the Plan, or any other similar proceeding that is required to implement the Restructuring Transactions, including any necessary Speedcast Parent proceeding in Australia (including the Speedcast Parent Administration).

Governmental Unit has the meaning set forth in section 101(27) of the Bankruptcy Code.

Impaired means, with respect to a Claim, Interest, or a Class of Claims or Interests, "impaired" within the meaning of such term in sections 1123(a)(4) and 1124 of the Bankruptcy Code.

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

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

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

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

IRS means the Internal Revenue Service.

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

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

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

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

Litigation Trust Beneficiaries means the holders of Litigation Trust Interests.

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

Litigation Trust Causes of Action means (i) all Causes of Actions by or on behalf of any Debtor or Debtor's Estate against (A) Non-Released Parties (and, if a Non-Released Party is a former director or officer of the Debtors, solely to the extent of available proceeds under the applicable D&O Policy), and (B) other persons to be mutually determined by the Debtors, the Plan Sponsor, and the Creditors' Committee, including Causes of Action, if any, arising under the Bankruptcy Code, state or other applicable or similar fraudulent transfer statutes, or claims arising under state or other applicable law based upon negligence, breach of fiduciary duty, lender liability, and/or other similar Causes of Action; (ii) all Causes of Action of any Debtor, the Debtors' Estates, and the Reorganized Debtors arising under any D&O Policy solely to the extent such Causes of Action are based on the Bankruptcy Code, state or other applicable or similar fraudulent transfer statutes, or claims arising under state or other applicable law based upon negligence, breach of fiduciary duty and/or other similar Causes of Action and to the extent

assignable to the Litigation Trust pursuant to the terms of the applicable D&O Policy; *provided*, that Litigation Trust Causes of Action shall not include: (x) any Causes of Action against any Released Party that is released pursuant to the Plan, and (y) Causes of Action against holders of Allowed Unsecured Trade Claims and any counterparty to an executory contract or unexpired lease under section 365(b)(1)(A) of the Bankruptcy Code that has been assumed by the Reorganized Debtors to the extent such counterparty is not otherwise a Non-Released Party.

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

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

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

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

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

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

Local Rules means the Bankruptcy Local Rules for the United States Bankruptcy Court for the Southern District of Texas.

Management Incentive Plan means the long-term management incentive plan that shall be adopted after the Effective Date by the New Board in accordance with the Plan Sponsor Agreement.

Management Incentive Plan Interests has the meaning ascribed to such term in Section 5.11 hereof.

New Board means the initial board of directors of New Speedcast Parent as determined by the Plan Sponsor.

New Equity Interests means common equity interests of New Speedcast Parent to be issued to the Plan Sponsor pursuant to the Direct Investment and the Plan.

New Organizational Documents means any Amended Organizational Documents of New Speedcast Parent.

New Speedcast Parent means an entity which, pursuant to the transactions contemplated hereunder, shall be the direct or indirect holding company for the Speedcast Entities in accordance with (and except to the extent otherwise provided in, or determined pursuant to) the Plan Sponsor Agreement.

Non-Cash Consideration has the meaning ascribed to such term in, and shall be determined pursuant to, the Plan Sponsor Selection Procedures.

Non-Released Party means any Persons to be determined by the Debtors, the Plan Sponsor, and the Creditors' Committee pursuant to the procedures set forth in the "Non-Released Party Exhibit."

Non-Released Party Exhibit means the exhibit to be filed as part of the Plan Supplement, and as amended at the Confirmation Hearing pursuant to the process described herein; *provided that* the Non-Released Party Exhibit shall not include (i) the Debtors, (ii) the Reorganized Debtors, (iii) the Initial Plan Sponsor, (iv) the Plan Sponsor; (v) any direct or indirect subsidiary or affiliate of the Debtors; (vi) any current director, officer, member, shareholder, or employee, or any direct or indirect subsidiary or affiliate, of any of the Persons described in the preceding clauses (i) through (v); or (vii) any former director, officer, member, shareholder, or employee, of UltiSat Inc. and its direct and indirect subsidiaries. The Non-Released Party Exhibit shall include only those parties that the Debtors, in the exercise of their fiduciary duties, and the Plan Sponsor agree should be placed on such list. If at the time of filing of the Non-Released Party Exhibit, the Debtors or the Plan Sponsor do not agree as to who should be placed on the Non-Released Party Exhibit, the Plan Supplement shall contain two documents: first, the Non-Released Party Exhibit, which will list any parties as agreed by the Creditors' Committee, the Debtors and the Plan Sponsor, and second, the Additional Party List, which will list any additional parties that the Creditors' Committee believes should be on the Non-Released Party Exhibit. At the Confirmation Hearing, the Debtors or the Plan Sponsor, as applicable, shall be required to present argument as to why the parties on the "Additional Party List" should be exculpated and/or released, and the Creditors' Committee (and any other party that would like) shall be required to present argument as to why such Party should be on the Non-Released Party Exhibit. The Bankruptcy Court shall make the decision, at the Confirmation Hearing, with regard to which, if any, of the parties on the Additional Party List shall be added to the Non-Released Party Exhibit.

Other Priority Claim means any Claim against a Debtor other than an Administrative Expense Claim, a DIP Claim, or a Priority Tax Claim that is entitled to priority of payment as specified in section 507(a) of the Bankruptcy Code.

Other Secured Claim means any Secured Claim against a Debtor other than a Priority Tax Claim, a DIP Claim, or a Syndicated Facility Secured Claim.

Other Unsecured Claims means any Claim against the Debtors (other than an Intercompany Claim) that is (i) not an Administrative Expense Claim, Fee Claim, Priority Tax Claim, Other Priority Claim, Other Secured Claim, DIP Claim, Syndicated Facility Secured Claim, or Unsecured Trade Claim, or (ii) otherwise determined by the Bankruptcy Court to be an Other Unsecured Claim. For the avoidance of doubt, the Syndicated Facility Deficiency Claims shall be deemed Other Unsecured Claims.

Parent Interests means all Interests in Speedcast Parent immediately prior to the Effective Date, including all options, warrants, and ordinary shares.

Person has the meaning set forth in section 101(41) of the Bankruptcy Code.

Petition Date means April 23, 2020.

Plan means this joint chapter 11 plan, including all appendices, exhibits, schedules, and supplements hereto (including any appendices, schedules, and supplements to this Plan that are contained in the Plan Supplement), as may be amended, supplemented or modified from time to time in accordance with the Bankruptcy Code and the terms hereof and in a manner reasonably acceptable to the Plan Sponsor.

Plan Distribution means the payment or distribution of consideration to holders of Allowed Claims and Allowed Interests under this Plan.

Plan Document means any document, other than this Plan, to be executed, delivered, assumed, or performed in connection with the occurrence of the Effective Date, including the Confirmation Order, the Plan Sponsor Agreement and any exhibits thereto, the Amended Organizational Documents, any documentation required in connection with the Litigation Trust, Corporate Restructuring, Corporate Restructuring Steps, Restructuring Transactions, any Speedcast Parent Administration or any other Foreign Enforcement Action, and any other document included in the Plan Supplement, each reasonably acceptable to the Plan Sponsor and the Creditors' Committee, unless otherwise provided herein; *provided* that except to the extent a provision in any Plan Document adversely and disproportionately impacts (a) the treatment of holders of Other Unsecured Claims or Unsecured Trade Claims under the Plan, the Confirmation Order, or the Litigation Trust Agreement, or (b) recovery levels or distributions to holders of Other Unsecured Claims or Unsecured Trade Claims, such provision shall be deemed reasonably acceptable to the Creditors' Committee.

Plan Sponsor means the Initial Sponsor or any Successful Plan Sponsor, if different than the Initial Plan Sponsor, that is selected in the Plan Sponsor Selection Process.

Plan Sponsor Agreement means either (i) the Equity Commitment Agreement with the Initial Sponsor or (ii) such other agreement for the Direct Investment on terms agreed to by the Successful Plan Sponsor and the Debtors, in consultation with the Creditors' Committee, and negotiated and selected in accordance with the Plan Sponsor Selection Process.

Plan Sponsor Selection Process means the process for identifying and selecting a Plan Sponsor as that process is set forth in Exhibit 5 to the *Order (i) Scheduling Combined Hearing on (a) Adequacy of Disclosure Statement and (b) Confirmation of Plan; (ii) Conditionally Approving Disclosure Statement; (iii) Approving Solicitation Procedures and Form and Manner of Notice of Combined Hearing and Objection Deadline; (iv) Fixing Deadline to Object to Disclosure Statement and Plan; (v) Approving Notice and Objection Procedures for the Assumption of Executory Contracts and Unexpired Leases; (vi) Authorizing Performance Under the Plan Sponsor Selection Procedures; and (vii) Granting Related Relief* entered by the Bankruptcy Court on November 2, 2020 (Docket No. 896) (the "**Plan Sponsor Selection Procedures**").

Plan Supplement means a supplement or supplements to this Plan containing certain substantially final forms of documents relevant to the implementation of this Plan, to be filed with the Bankruptcy Court prior to the Confirmation Hearing, which shall include (i) the New Organizational Documents and any other Amended Organizational Documents (to the extent such other Amended Organizational Documents reflect material changes from the Debtors' existing organizational documents and bylaws); (ii) the slate of directors to be appointed to the New Board, to the extent known and determined; (iii) with respect to the members of the New Board, to the extent known and determined, information required to be disclosed in accordance with section 1129(a)(5) of the Bankruptcy Code; (iv) the Corporate Restructuring Steps; (v) the form of Litigation Trust Agreement, including the selection of the Litigation Trustee; (vi) the schedule of retained Causes of Action to be vested in the Litigation Trust, New Speedcast Parent and/or the other Reorganized Debtors as provided herein; (vii) the Schedule of Assumed Contracts and Leases; (viii) the Non-Released Party Exhibit; and (ix) to the extent applicable, the Additional Party List; *provided*, that, through the Effective Date, the Debtors shall have the right to amend documents included in, and exhibits to, the Plan Supplement or amendments thereto in accordance with the terms of (and subject to the consent rights provided in) this Plan.

Prepetition Lender means a holder of Prepetition Loans.

Prepetition Loans means the Loans under and as defined in the Syndicated Facility Agreement, including, for the avoidance of doubt, the New Incremental Term Loans (as defined in the Incremental Assumption and Amendment Agreement, dated as of October 16, 2018).

Prepetition Secured Parties means the Prepetition Lenders, the Prepetition Agent (as defined in the Syndicated Facility Agreement) and all other holders of Syndicated Facility Secured Claims under the Syndicated Facility Agreement and related documents.

Priority Tax Claim means any Claim of a Governmental Unit of the kind entitled to priority in payment under sections 502(i) and 507(a)(8) of the Bankruptcy Code.

Pro Rata means the proportion that an Allowed Claim or Allowed Interest in a particular Class bears to the aggregate amount of Allowed Claims or Allowed Interests in that Class.

Professional Person means any Person retained by order of the Bankruptcy Court in connection with these Chapter 11 Cases pursuant to sections 327, 328, 330, 331, 503(b), or 1103 of the Bankruptcy Code, excluding any ordinary course professional retained pursuant to an order of the Bankruptcy Court.

Reinstated or Reinstatement means (a) leaving unaltered the legal, equitable, and contractual rights to which a Claim entitles the holder of such Claim in accordance with section 1124 of the Bankruptcy Code, or (b) if applicable under section 1124 of the Bankruptcy Code: (i) curing all prepetition and postpetition defaults other than defaults relating to the insolvency or financial condition of the applicable Debtor or its status as a debtor under the Bankruptcy Code; (ii) reinstating the maturity date of the Claim; (iii) compensating the holder of such Claim for damages incurred as a result of its reasonable reliance on a contractual provision or such applicable law allowing the Claim's acceleration; and (iv) not otherwise altering the legal, equitable or contractual rights to which the Claim entitles the holder thereof.

Released Parties means, collectively, and in each case solely in their capacities as such: (i) the Debtors; (ii) the Reorganized Debtors; (iii) the Debtors' non-Debtor affiliates; (iv) the DIP Lenders; (v) the Prepetition Lenders who vote in favor of the Plan; (vi) the Creditors' Committee; (vii) each of the Creditors' Committee's current and former members (solely in their capacity as members of the Creditors' Committee); (viii) the DIP Agent; (ix) the Disbursing Agent; (x) the Initial Plan Sponsor; (xi) with respect to each of the foregoing, where any of the foregoing is an investment manager or advisor for a beneficial holder, such beneficial holder; (xii) with respect to each of the foregoing Persons in clauses (i) through (xi), each of their affiliates, predecessors, successors, assigns, direct and indirect subsidiaries, affiliated investment funds or investment vehicles, managed accounts, funds and other entities, investment advisors, sub-advisors and managers with discretionary authority; and (xiii) with respect to each of the foregoing Persons in clauses (i) through (xii), each of their respective current and former officers and directors, principals, equity holders, members, partners, managers, employees, subcontractors, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, and such Person's respective heirs, executors, estates, servants, and nominees, in each case in their capacity as such; *provided*, that notwithstanding anything to the contrary herein, "Released Parties" shall not include any Non-Released Parties listed on the Non-Released Party Exhibit.

Releasing Parties means, collectively, and in each case solely in their capacities as such: (i) the holders of all Claims or Interests that vote to accept the Plan, (ii) the holders of all Claims whose vote to accept or reject the Plan is solicited but that do not vote either to accept or to reject the Plan, (iii) the holders of all Claims that vote on, or are deemed to reject, the Plan, but do not opt out (in writing) of granting the releases set forth herein, (iv) the holders of all Claims and Interests, including any Claims or Interests that are Unimpaired, that were given notice of the opportunity to opt out of granting the releases set forth herein but did not opt out, and (v) the Released Parties.

Reorganized Debtors means the Debtors, as reorganized as of the Effective Date in accordance with this Plan, and, unless otherwise specified, New Speedcast Parent.

Restructuring means the financial and operational restructuring of the Debtors, the principal terms of which are set forth in this Plan and the Plan Supplement and which shall be implemented in accordance with (and subject to the consent rights set forth in) the Plan Sponsor Agreement.

Restructuring Expenses means out-of-pocket expenses reasonably incurred by the Initial Plan Sponsor of its affiliates whether prior to or after the date hereof, including (a) all reasonable and documented fees, out-of-pocket expenses and costs relating to the Chapter 11 Cases, (b) all reasonable and documented fees and expenses incurred in connection with the Chapter 11 Cases by the Initial Plan Sponsor or its affiliates, whether prior to or after the date hereof, including the fees and expenses of (i) Wachtell, Lipton, Rosen & Katz, Vinson & Elkins LLP, and MinterEllison, and (ii) any other local legal counsel or other advisors in any foreign jurisdictions and/or board consultants reasonably retained by the Plan Sponsor, payable in accordance with the terms of any applicable engagement or fee letters executed with such parties and without the requirement for the filing of retention applications, fee applications, or any other application in the Chapter 11 Cases; and (c) all reasonable and documented fees, costs or expenses payable in accordance with the Plan Support Agreement, each of which shall be Allowed as Administrative Expense Claims upon incurrence and shall not be subject to any offset, defense, counterclaim, reduction, or credit payable in accordance with the DIP Orders.

Restructuring Transactions means one or more transactions to occur, which shall include and, to the extent applicable, be consummated in accordance with the Corporate Restructuring Steps, on or prior to the Effective Date or as soon as reasonably practicable thereafter, that may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan, including (i) the execution and delivery of appropriate agreements or other documents containing terms that are consistent with or reasonably necessary to implement the terms of this Plan and that satisfy the requirements of applicable law; (ii) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any property, right, liability, duty, or obligation on terms consistent with the terms of the Plan; (iii) any transaction required in connection with a Foreign Enforcement Action; and (iv) all other actions that the Debtor or Reorganized Debtors, as applicable, determine are reasonably necessary or appropriate and that are not inconsistent with the Plan or the Plan Sponsor Agreement, subject, in the case of each of clauses (i) through (iv), to the terms of the Plan Sponsor Agreement (including the applicable consent and approval rights thereunder) and to the extent not addressed therein, the reasonable consent of the Plan Sponsor.

Schedule of Assumed Contracts and Leases means the schedule of executory contracts and unexpired leases to be assumed by the Debtors, if any, to be filed as part of the Plan Supplement.

Schedules means, the schedules of assets and liabilities, statements of financial affairs, lists of holders of Claims and Interests, and all amendments or supplements thereto filed by the Debtors with the Bankruptcy Court.

Secured Claim means a Claim to the extent (i) secured by a Lien on property of a Debtor's Estate, the amount of which is equal to or less than the value of such property (a) as set forth in this Plan, (b) as agreed to by the holder of such Claim and the Debtors, or (c) as

determined by a Final Order in accordance with section 506(a) of the Bankruptcy Code or (ii) subject to any setoff right of the holder of such Claim under section 553 of the Bankruptcy Code.

Security means any "security" as such term is defined in section 101(49) of the Bankruptcy Code.

SFA Loan Documents means the "Loan Documents" as defined in the Syndicated Facility Agreement.

SFA Loan Parties means each borrower and guarantor under the Syndicated Facility Agreement.

SFA Secured Claim Cash Pool means an amount of Cash equal to (x) the Allowed SFA Secured Claim Amount, minus (y) any Non-Cash Consideration.

Speedcast Entities means Speedcast Parent together with its Debtor and non-Debtor direct and indirect subsidiaries.

Speedcast Parent means SpeedCast International Limited.

Speedcast Parent Administration means, as may be required or prudent to implement this Plan or the Restructuring Transactions under the laws of Australia, a voluntary administration of Speedcast Parent under Part 5.3A of the *Corporations Act 2001* (Cth) involving the appointment of a voluntary administrator under the laws of Australia and the execution and approval of a Deed of Company Arrangement under the laws of Australia to be implemented by a deed administrator.

Speedcast Parent Liquidation means, as may be required or prudent to implement this Plan or the Restructuring Transactions under the laws of Australia, a voluntary winding up of Speedcast Parent under Part 5.5 of the *Corporations Act 2001* (Cth) involving the appointment of a liquidator under the laws of Australia and the winding down of Speedcast Parent, subject to the terms of the Equity Commitment Agreement.

Speedcast Parent Budget means an amount set forth in the Plan Supplement to be agreed between the Debtors and the Plan Sponsor for the purpose of effectuating the Plan and any other proceedings with respect to Speedcast Parent.

Subordinated Claim means any Claim that is subject to (i) subordination under section 510(b) of the Bankruptcy Code or (ii) equitable subordination as determined by the Bankruptcy Court in an order that is not subject to any stay of enforcement, including any Claim for or arising from the rescission of a purchase, sale, issuance, or offer of a Security of any Debtor; for damages arising from the purchase or sale of such a Security; or for reimbursement, indemnification, or contribution allowed under section 502 of the Bankruptcy Code on account of such Claim.

Successful Plan Sponsor means the Initial Plan Sponsor or such other entity or entities selected pursuant to the Plan Sponsor Selection Process by the Debtors, in consultation

with the Creditors' Committee, to sponsor and consummate this Plan through the Direct Investment and the Plan Sponsor Agreement.

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

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

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

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

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

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

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

Unimpaired means, with respect to a Claim, Interest, or Class of Claims or Interests, not "impaired" within the meaning of such term in sections 1123(a)(4) and 1124 of the Bankruptcy Code.

Unsecured Trade Claims means any Allowed unsecured trade vendor claims against the Debtors held by trade vendors crucial to the Debtors' businesses.

U.S. Trustee means the United States Trustee for Region 7.

Voting Deadline means December 8, 2020 at 5:00 p.m. (prevailing Central Time), or such other date and time as may be set by the Bankruptcy Court by which all Persons or Entities entitled to vote on the Plan must vote to accept or reject the Plan.

1.2 *Interpretation; Application of Definitions; Rules of Construction.*

Unless otherwise specified, all section or exhibit references in this Plan are to the respective section in or exhibit to this Plan, as the same may be amended, waived, or modified from time to time. The words "herein," "hereof," "hereto," "hereunder," and other words of similar import refer to this Plan as a whole and not to any particular section, subsection, or clause contained therein and have the same meaning as "in this Plan," "of this Plan," "to this Plan," and "under this Plan," respectively. The words "includes" and "including" are not limiting and shall be deemed to be followed by the words "without limitation." The headings in this Plan are for convenience of reference only and shall not limit or otherwise affect the provisions hereof. For purposes herein: (a) in the appropriate context, each term, whether stated in the singular or plural, shall include both the singular and plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (b) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; and (c) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be.

1.3 *Reference to Monetary Figures.*

All references in this Plan to monetary figures shall refer to the legal tender of the United States of America unless otherwise expressly provided.

1.4 *Controlling Document.*

In the event of an inconsistency between this Plan and the Plan Supplement, the terms of the relevant document in the Plan Supplement shall control unless otherwise specified in such Plan Supplement document or instrument. In the event of an inconsistency between this Plan and any other instrument or document created or executed pursuant to this Plan, or between this Plan and the Disclosure Statement, this Plan shall control. The provisions of this Plan and of the Confirmation Order shall be construed in a manner consistent with each other so as to effectuate the purposes of each; *provided*, that if there is determined to be any inconsistency between any provision of this Plan and any provision of the Confirmation Order that cannot be so reconciled, then, solely to the extent of such inconsistency, the provisions of the Confirmation Order shall govern, and any such provisions of the Confirmation Order shall be deemed a modification of this Plan.

ARTICLE II. ADMINISTRATIVE EXPENSE CLAIMS, FEE CLAIMS, AND PRIORITY TAX CLAIMS.

2.1 *Administrative Expense Claims.*

Except as otherwise set forth herein, and except to the extent that a holder of an Allowed Administrative Expense Claim and the Debtors or Reorganized Debtors, as applicable,

agree to different treatment, on the later of the Effective Date and the date on which such Administrative Expense Claim becomes an Allowed Claim, or, in each case, as soon thereafter as is reasonably practicable, each holder of an Allowed Administrative Expense Claim (other than a Fee Claim, a DIP Claim, or a Restructuring Expense) shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for such Allowed Administrative Expense Claim, Cash in an amount equal to the Allowed amount of such Claim; *provided*, that Allowed Administrative Expense Claims that arise in the ordinary course of the Debtors' business, as Debtors in Possession, shall be paid by the Debtors, or the Reorganized Debtors, as applicable, in the ordinary course of business, consistent with past practice and in accordance with the terms and subject to the conditions of any orders or agreements governing, instruments evidencing, or other documents relating to such transactions, without further actions by holders of such Allowed Administrative Expense Claims or further approval by the Bankruptcy Court. For the avoidance of doubt, Professional Persons shall not be required to file a request for payment of Fee Claims as an Administrative Expense Claim, but such Professional Persons shall instead file fee applications as provided in section 2.2 hereof.

2.2 ***Fee Claims.***

(a) All Professional Persons seeking awards by the Bankruptcy Court of compensation for services rendered or reimbursement of expenses incurred through and including the Effective Date under sections 327, 328, 330, 331, 503(b)(2)-(6), or 1103 of the Bankruptcy Code shall (i) file, on or before the date that is forty-five (45) days after the Effective Date, their respective applications for final allowances of compensation for services rendered and reimbursement of expenses incurred and (ii) be paid in full, in Cash, in such amounts as are Allowed by the Bankruptcy Court in accordance with the order(s) relating to or allowing any such Fee Claim. The Reorganized Debtors shall be authorized to pay compensation for professional services rendered after the Effective Date in the ordinary course and without the need for Bankruptcy Court approval.

(b) On or before the Effective Date, the Debtors shall establish and fund the Fee Claim Escrow Account with Cash equal to the Professional Persons' good faith estimates of the Fee Claims in accordance with the DIP Orders. Funds held in the Fee Claim Escrow Account shall not be considered property of the Debtors' Estates or property of the Reorganized Debtors, but shall revert to the Reorganized Debtors only after all Fee Claims now or hereafter Allowed, by the Bankruptcy Court have been paid in full. The Fee Claim Escrow Account shall be held in trust for Professional Persons and for no other parties until all Fee Claims Allowed by the Bankruptcy Court have been paid in full. Fee Claims shall be paid in full, in Cash, in such amounts as are allowed by the Bankruptcy Court (i) on the date upon which a Final Order relating to any such Allowed Fee Claim is entered or (ii) on such other terms as may be mutually agreed upon between the holder of such Allowed Fee Claim and the Reorganized Debtors. The Reorganized Debtors' obligations with respect to the Fee Claims shall not be limited nor deemed limited to the balance of funds held in the Fee Claim Escrow Account. To the extent that funds held in the Fee Claim Escrow Account are insufficient to satisfy the amount of accrued Fee Claims owing to the Professional Persons, such Professional Persons shall have an Allowed Administrative Expense Claim for such deficiency, which shall be satisfied in accordance with section 2.1 of this Plan (without the need for any affected Professional Persons to file a separate request for payment of an Administrative Expense Claim). No Liens, claims, or interests shall

encumber the Fee Claim Escrow Account in any way, other than customary liens in favor of the depository bank at which the Fee Claims Escrow Account is maintained.

(c) Any objections to the Fee Claims shall be served and filed (i) no later than twenty-one (21) days after the filing of the final applications for compensation or reimbursement, or (ii) such later date as ordered by the Bankruptcy Court upon a motion of the Reorganized Debtors.

2.3 ***Priority Tax Claims.***

Except to the extent that a holder of an Allowed Priority Tax Claim and the Debtors or Reorganized Debtors, as applicable, agree to different treatment, on the later of the Effective Date and the date on which such Priority Tax Claim becomes an Allowed Claim, or, in each case, as soon thereafter as is reasonably practicable, each holder of an Allowed Priority Tax Claim shall receive, at the option of the Debtors, the Reorganized Debtors, or the Australian Administrator(s) or Australian Deed Administrators, as applicable, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for such Allowed Priority Tax Claim, (i) Cash in an amount equal to the Allowed amount of such Claim, or (ii) equal annual installment payments in Cash (x) beginning on the Effective Date or as soon thereafter as reasonably practicable, or such later date as the Claim is due in the ordinary course over a period ending not later than five (5) years after the Petition Date, together with interest at the applicable non-bankruptcy rate as of the Confirmation Date, subject to the sole option of the Reorganized Debtors to prepay the entire amount of the Allowed Priority Tax Claim and (y) in a manner not less favorable than the most favored non-priority unsecured claim provided for by this Plan; *provided*, that Allowed Priority Tax Claims that arise in the ordinary course of the Debtors' business, as Debtors in Possession, shall be paid by the Debtors, the Reorganized Debtors, or the Australian Administrator(s) or Australian Deed Administrators, each as applicable, in the ordinary course of business, consistent with past practice and in accordance with the terms and subject to the conditions of any orders or agreements governing, instruments evidencing, or other documents relating to such transactions, without further actions by holders of such Priority Tax Claims or further approval by the Bankruptcy Court.

2.4 ***DIP Claims.***

(a) As of the Effective Date, the DIP Claims shall be deemed Allowed in the full amount of "Obligations" (as defined in the DIP Credit Agreement) outstanding under the DIP Credit Agreement, including principal, interest, fees, expenses and non-contingent indemnification obligations described therein. On the Effective Date, in full and final satisfaction, settlement, release, and discharge of, and in exchange for each Allowed DIP Claim, each such Allowed DIP Claim shall be paid in full in Cash by the Debtors.

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

2.5 *CACIB Claim.*

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

ARTICLE III. CLASSIFICATION OF CLAIMS AND INTERESTS.

3.1 *Classification in General.*

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

3.2 *Formation of Debtor Groups for Convenience Only.*

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

3.3 *Summary of Classification of Claims and Interests.*

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

Class	Type of Claim or Interest	Impairment	Entitled to Vote
Class 1	Other Priority Claims	Unimpaired	No (Deemed to accept)

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

3.4 *Special Provisions Concerning Unimpaired Claims.*

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

3.5 *Separate Classification of Other Secured Claims.*

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

3.6 *Elimination of Vacant Classes.*

Any Class that, as of the commencement of the Confirmation Hearing, does not have at least one holder of a Claim or Interest that is Allowed in an amount greater than zero for voting purposes shall be considered vacant, deemed eliminated from this Plan for purposes of voting to accept or reject this Plan, and disregarded for purposes of determining whether this Plan satisfies section 1129(a)(8) of the Bankruptcy Code with respect to such Class. Any Claim or Interest in a Class that is considered vacant under this Plan shall receive no Plan Distribution.

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

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

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

3.8 *Voting; Presumptions; Solicitation*

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

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

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

3.9 *Cramdown.*

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

3.10 *No Waiver.*

Nothing contained in this Plan shall be construed to waive a Debtor's or other Person's right to object on any basis to any Claim.

ARTICLE IV. TREATMENT OF CLAIMS AND INTERESTS.

4.1 *Class 1: Other Priority Claims.*

(a) Treatment: The legal, equitable, and contractual rights of the holders of Allowed Other Priority Claims are unaltered by this Plan. Except to the extent that a holder of an Allowed Other Priority Claim agrees to different treatment in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Other Priority Claim, on

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

the later of the Effective Date and the date that is ten (10) Business Days after the date such Other Priority Claims becomes an Allowed Claim, or, in each case, as soon as reasonably practicable thereafter, each holder of an Allowed Other Priority Claim shall receive, on account of such Allowed Claim, (i) Cash in an amount equal to the Allowed amount of such Claim, or (ii) other treatment consistent with the provisions of 1129 of the Bankruptcy Code; *provided*, that Allowed Other Priority Claims that arise in the ordinary course of the Debtors' business, shall be paid by the Debtors or the Reorganized Debtors, as applicable, in the ordinary course of business, consistent with past practice and in accordance with the terms and subject to the conditions of any orders or agreements governing, instruments evidencing, or other documents establishing, such liabilities without further actions by holders of such Other Priority Claims or further approval by the Bankruptcy Court.

(b) Impairment and Voting: Allowed Other Priority Claims are Unimpaired. In accordance with section 1126(f) of the Bankruptcy Code, the holders of Allowed Other Priority Claims are conclusively presumed to accept this Plan and are not entitled to vote to accept or reject this Plan, and the votes of such holders will not be solicited with respect to such Allowed Other Priority Claims.

4.2 ***Class 2: Other Secured Claims.***

(a) Treatment: The legal, equitable, and contractual rights of the holders of Allowed Other Secured Claims are unaltered by this Plan. Except to the extent that a holder of an Allowed Other Secured Claim agrees to different treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Other Secured Claim, on the later of the Effective Date and the date on which such Other Secured Claim becomes an Allowed Claim, or, in each case, as soon thereafter as is reasonably practicable, each holder of an Allowed Other Secured Claim shall receive on account of such Allowed Claim, at the option of the applicable Reorganized Debtor(s): (i) Cash in an amount equal to the Allowed amount of such Claim, (ii) Reinstatement or such other treatment sufficient to render such holder's Allowed Other Secured Claim Unimpaired pursuant to section 1124 of the Bankruptcy Code, or (iii) such other recovery necessary to satisfy the provisions of section 1129 of the Bankruptcy Code.

(b) Impairment and Voting: Allowed Other Secured Claims are Unimpaired. In accordance with section 1126(f) of the Bankruptcy Code, the holders of Allowed Other Secured Claims are conclusively presumed to accept this Plan and are not entitled to vote to accept or reject this Plan, and the votes of such holders will not be solicited with respect to such Allowed Other Secured Claims.

4.3 ***Class 3: Syndicated Facility Secured Claims.***

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

Allowed Syndicated Facility Secured Claim its Pro Rata share of the SFA Secured Claim Cash Pool in Cash.

(b) Impairment and Voting: Allowed Syndicated Facility Secured Claims are Unimpaired. The Debtors are soliciting votes to accept or reject the Plan from holders of Syndicated Facility Secured Claims to the extent Class 3 is determined to be Impaired under the Plan by the Bankruptcy Court. Accordingly, holders of Allowed Syndicated Facility Secured Claims are entitled to vote on this Plan.

4.4 ***Class 4A: Unsecured Trade Claims.***

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

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

4.5 ***Class 4B: Other Unsecured Claims***

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

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

4.6 ***Class 5: Intercompany Claims.***

(a) Treatment: All Intercompany Claims will be adjusted, continued, settled, reinstated, discharged, eliminated, or otherwise managed, in each case to the extent determined to be appropriate by the Debtors or Reorganized Debtors, as applicable, after consultation with the Plan Sponsor.

(b) Impairment and Voting: Allowed Intercompany Claims are either Unimpaired, in which case the holders of such Intercompany Claims conclusively are presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code, or Impaired, in which case the holders of such Intercompany Claims conclusively are presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, holders of Allowed Intercompany Claims are not entitled to vote to accept or reject this Plan, and the votes of such holders will not be solicited with respect to such Allowed Intercompany Claims.

4.7 ***Class 6: Subordinated Claims.***

(a) Treatment: Allowed Subordinated Claims are subordinated to Claims, as applicable, in (i) Class 4A and Class 4B or (ii) Class 7, pursuant to this Plan and section 510 of the Bankruptcy Code. The holders of Allowed Subordinated Claims shall not receive or retain any property under this Plan on account of such Allowed Subordinated Claims.

(b) Impairment and Voting: Allowed Subordinated Claims are Impaired. In accordance with section 1126(g) of the Bankruptcy Code, the holders of such Allowed Subordinated Claims are conclusively presumed to reject this Plan and are not entitled to vote to accept or reject this Plan, and the votes of such holders will not be solicited with respect to such Allowed Subordinated Claims.

4.8 ***Class 7: Parent Interests.***

(a) Treatment: On the Effective Date, all Parent Interests shall be deemed valueless, shall not receive or retain any property or distribution under the Plan and shall be discharged, cancelled, released, and extinguished.

(b) Impairment and Voting: Parent Interests are Impaired. In accordance with section 1126(g) of the Bankruptcy Code, the holders of Parent Interests are conclusively presumed to reject this Plan and are not entitled to vote to accept or reject this Plan, and the votes of such holders will not be solicited with respect to such Parent Interests.

4.9 ***Class 8: Intercompany Interests.***

(a) Treatment: On the Effective Date, at the option of the Reorganized Debtors, in consultation with the Plan Sponsor, all Allowed Intercompany Interests shall either (i) remain unaffected by the Plan and continue in place or (ii) be cancelled (or otherwise eliminated) and holders of such cancelled Intercompany Interests shall not receive or retain any property under the Plan.

(b) Impairment and Voting: Allowed Intercompany Interests are either Unimpaired, in which case the holders of such Intercompany Interests conclusively are presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code, or Impaired, in which case the holders of such Intercompany Interests conclusively are presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, holders of Allowed Intercompany Interests are not entitled to vote to accept or reject this Plan, and the votes of such holders will not be solicited with respect to such Allowed Intercompany Interests.

ARTICLE V. MEANS FOR IMPLEMENTATION; POST-EFFECTIVE DATE GOVERNANCE.

5.1 ***Settlement of Claims, Interests, and Controversies.***

(a) Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the Plan Distributions and other benefits provided under this Plan, the provisions of this Plan shall constitute a good faith compromise and settlement of all Claims,

Interests and controversies relating to the contractual, legal and subordination rights that a holder of a Claim or Interest may have with respect to any Allowed Claim or Allowed Interest or any Plan Distribution on account thereof. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, as of the Effective Date, of each of the compromises and settlements embodied in the Plan, as well as the Bankruptcy Court's finding that all such compromises or settlements are fair, equitable, reasonable, and in the best interest of the Debtors and their Estates. This comprehensive compromise and settlement will be binding on the Debtors, the Reorganized Debtors, and the Speedcast Entities, as applicable, on all Persons who have asserted or could assert any potential Causes of Action, the Creditors' Committee or Litigation Trustee, as applicable, the Prepetition Lenders, and the Prepetition Secured Parties concerning such claims compromised and settled under the Plan (including, for the avoidance of doubt, any and all of the Creditors' Committee's potential (i) objections or challenges to the amount, validity, perfection, enforceability, priority or extent of the Prepetition Loans or the Prepetition Secured Parties' Liens (as defined in the Final DIP Order) and (ii) Challenges (as defined in the Final DIP Order) against the Prepetition Secured Parties). This comprehensive compromise and settlement is the fundamental foundation of the Plan. As such, the approval and consummation of the Plan will conclusively bind all holders of Claims against or Interests in the Debtors and other parties in interest, and the releases and settlements effected under the Plan will be operative as of the Effective Date and subject to enforcement by the Bankruptcy Court from and after the Effective Date, including pursuant to the injunctive provisions of Sections 10.4, 10.5, and 10.9.

(b) On the Effective Date the Litigation Trust shall be established in accordance with the Plan and shall be governed and administered in accordance with the Litigation Trust Agreement. The Litigation Trust Agreement shall be in form and substance reasonably acceptable to the Creditors' Committee and the Debtors. The Debtors and the Estates shall transfer to the Litigation Trust the Litigation Trust Causes of Action, free and clear of all Liens (including all Liens granted to secure the DIP Claims), charges, Claims, encumbrances and interests for the benefit of the holders of Allowed Other Unsecured Claims.

5.2 ***Continued Corporate Existence.***

(a) Except as otherwise provided in this Plan, the Debtors shall continue to exist after the Effective Date as Reorganized Debtors in accordance with the applicable laws of the respective jurisdictions in which they are incorporated or organized and pursuant to their applicable Amended Organizational Documents. On or after the Effective Date, each Reorganized Debtor may, in its sole discretion, take such action as permitted by applicable law and such Reorganized Debtor's organizational documents as such Reorganized Debtor may determine is reasonable and appropriate, (i) including causing (A) a Reorganized Debtor to be merged into another Reorganized Debtor or an affiliate of a Reorganized Debtor, (B) a Reorganized Debtor to be liquidated and dissolved or deregistered (or the equivalent in its relevant jurisdiction of incorporation), (C) the legal name of a Reorganized Debtor to be changed, or (D) the closure of a Reorganized Debtor's Chapter 11 Case on the Effective Date or any time thereafter or (ii) as otherwise contemplated pursuant to the Corporate Restructuring, subject in any case, to the terms of the Plan Sponsor Agreement and the consent of the Plan Sponsor, whose consent will not be unreasonably withheld.

(b) On the Effective Date or as soon thereafter as is reasonably practicable, the Reorganized Debtors may take all actions as may be necessary or appropriate to effect any transaction described in, approved by, or necessary or appropriate to effectuate this Plan, including: (i) the execution and delivery of appropriate agreements or other documents of merger, consolidation, contribution, distribution, restructuring, conversion, disposition, transfer, dissolution, or liquidation containing terms that are consistent with the terms of this Plan and the Plan Documents and that satisfy the requirements of applicable law and any other terms to which the applicable Entities may agree; (ii) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of this Plan and having other terms to which the applicable parties agree; (iii) the filing of appropriate certificates of incorporation and memoranda and articles of association and amendments thereto, reincorporation, merger, consolidation, conversion, or dissolution pursuant to applicable law; (iv) the Restructuring Transactions; and (v) all other actions that the applicable Entities determine to be necessary or appropriate, including making filings or recordings that may be required by applicable law subject, in any case, to the terms of the Plan Sponsor Agreement and the consent of the Plan Sponsor, whose consent will not be unreasonably withheld; *provided*, that nothing in this Section 5.2(b) shall be construed to prohibit any Debtor, the Australian Administrator or any other Person from taking any steps towards implementing, if applicable, the Speedcast Parent Administration or any relevant Foreign Enforcement Action prior to the Effective Date.

5.3 *Corporate Action.*

Upon the Effective Date, all actions contemplated by the Plan shall be deemed authorized and approved in all respects, including (i) the assumption of executory contracts and unexpired leases as provided herein, (ii) the selection of the managers, directors, or officers for the Reorganized Debtors, (iii) the issuance and distribution of New Equity Interests, and (iv) all other actions contemplated by the Plan (whether to occur before, on, or after the Effective Date) subject, in any case, to the terms of the Plan Sponsor Agreement and the consent of the Plan Sponsor, whose consent will not be unreasonably withheld. All matters provided for in the Plan or the Plan Sponsor Agreement involving the corporate or limited liability company structure of the Debtors or the Reorganized Debtors, and any corporate or limited liability company action required by the Debtors or the Reorganized Debtors in connection with the Plan shall be deemed to have occurred and shall be in effect, without any requirement of further action by the security holders, directors, managers, or officers of the Debtors or the Reorganized Debtors.

5.4 *Cancellation of Certain Existing Securities and Agreements.*

(a) On the Effective Date, except for the purpose of evidencing or effectuating a right to a Plan Distribution and, whether or not for such purpose, as otherwise expressly set forth herein, all agreements, instruments, notes, certificates, indentures, mortgages, security documents, and other instruments or documents evidencing or creating any prepetition Claim or Interest (except for (i) agreements, instruments, notes, certificates, indentures, mortgages, security documents, and other instruments or documents governing, relating to and/or evidencing (a) certain Intercompany Interests not modified by the Plan, and (b) any Reinstated Claim, and (ii) the Syndicated Facility Credit Agreement (including the New Incremental Term Loans (as defined in the Incremental Assumption and Amendment Agreement, dated as of October 16,

2018)), the other SFA Loan Documents and any related instrument, agreement or document solely with respect to the rights, claims, and/or remedies of any Prepetition Lender against another Prepetition Lender(s) or the Syndicated Facility Agent) and any rights of any holder in respect thereof shall be deemed cancelled and of no force or effect and the Debtors shall not have any continuing obligations thereunder; *provided*, that the Plan Sponsor may take such further action to implement the terms of this Plan, including the Restructuring Transactions, as agreed to with the Debtors, Reorganized Debtors, Australian Administrator(s) or Australian Deed Administrator(s), as applicable. For the avoidance of doubt, except as expressly set forth in the Plan, the obligations of the SFA Loan Parties under the SFA Loan Documents shall be deemed satisfied, cancelled, discharged, and of no force or effect.

(b) On and after the Effective Date, all duties, responsibilities or obligations of the Syndicated Facility Agent, the holders of Syndicated Facility Claims, the DIP Agent, and the holders of DIP Claims, in each case under (i) the SFA Loan Documents, and (ii) the DIP Documents (except as provided in Section 2.4 herein), in each case, shall be fully discharged, and such Persons shall have no rights or obligations arising from or related to such agreements, instruments, Securities, or other documentation or the cancellation thereof, except the rights provided for pursuant to the Plan.

(c) Notwithstanding such cancellation and discharge, the DIP Documents, the SFA Loan Documents and any other indenture or agreement that governs the rights of a holder of an Allowed Claim shall continue in effect to the extent necessary (i) to allow the holders of such Claims to receive distributions under the Plan; (ii) to allow the Debtors, the Reorganized Debtors, the Disbursing Agent, and the Litigation Trustee to (1) make distributions pursuant to the Plan on account of such Claims and (2) take any other action reasonably necessary to cause the Plan to become Effective, including by implementing the Restructuring Transactions set forth in this Plan; (iii) to allow holders of Claims to maintain their rights to compensation and indemnification as against any money or property distributable to such holder of Claims; and (iv) to preserve all rights, including rights of enforcement, of the DIP Agent and the Syndicated Facility Agent against any Person other than a Released Party (including the Debtors); *provided*, that, nothing in this Section 5.4 shall affect the discharge of Claims pursuant to the Bankruptcy Code, the Confirmation Order, or the Plan.

(d) Any Letters of Credit that remain outstanding on the Effective Date shall be (i) cash collateralized by the Debtors or Reorganized Debtors, as applicable, pursuant to arrangements reasonably satisfactory to the Plan Sponsor, (ii) terminated, cancelled, or returned undrawn to the applicable Issuing Bank (as defined in the Syndicated Facility Agreement), or (iii) otherwise addressed through arrangements reasonably acceptable to the Plan Sponsor, the applicable Issuing Bank, and the Debtors or Reorganized Debtors, as applicable.

5.5 *Cancellation of Certain Existing Security Interests.*

Upon the full payment or other satisfaction of an Allowed Other Secured Claim or Syndicated Facility Secured Claim, or promptly thereafter, the holder of such Allowed Other Secured Claim and the applicable Prepetition Secured Parties shall deliver to the Debtors or the Reorganized Debtors, as applicable, any Collateral or other property of a Debtor held by such holder, together with any termination statements, instruments of satisfaction, or releases of all

security interests and Liens with respect to its Claim that may be reasonably requested by the Reorganized Debtors to terminate any related financing statements, mortgages, mechanics' or other statutory Liens, or lis pendens, or similar interests or documents.

5.6 ***Plan Funding.***

Plan distributions of Cash shall be funded from the Debtors' Cash on hand as of the applicable date of such Plan Distribution and from the proceeds of the Direct Investment.

5.7 ***Authorization, Issuance, and Delivery of New Equity Interests.***

(a) On the Effective Date, the Debtors or Reorganized Debtors are authorized to distribute and New Speedcast Parent is authorized to issue or cause to be issued and shall issue or cause to be issued New Equity Interests, for distribution in accordance with the terms of this Plan and the Plan Sponsor Agreement, without the need for any further corporate, partnership, limited liability company, or shareholder action. Upon the Effective Date, the authorized equity interests of New Speedcast Parent shall be subject to the terms contained in the New Organizational Documents.

(b) On or (as applicable) before the Effective Date, the appropriate directors, officers, and managers of the Debtors or the Reorganized Debtors, as applicable, shall be authorized and directed to, issue, execute, and deliver the agreements, documents, securities, and instruments contemplated by the Plan (or necessary or desirable to effect the transactions contemplated by the Plan) in the name and on behalf of the Reorganized Debtors. The authorizations and approvals contemplated by Article V shall be effective notwithstanding any requirements under non-bankruptcy law.

5.8 ***Non-Cash Consideration***

On the Effective Date, the Plan Sponsor shall pay to each holder of an Allowed Syndicated Facility Claim Cash in an amount equal to such holder's Pro Rata Share of the Non-Cash Consideration (as defined in the Plan Sponsor Selection Procedures) in accordance with the Plan Sponsor Selection Procedures, if applicable.

5.9 ***Direct Investment***

(a) Upon the Effective Date, New Speedcast Parent shall issue New Equity Interests to the Plan Sponsor for an aggregate purchase price of the Direct Investment Amount subject to the terms and conditions of this Plan and the Plan Sponsor Agreement and any consents or approvals required under each of the foregoing. The proceeds of the Direct Investment may be used to: (i) pay all of the DIP Facility claims, (ii) pay all Restructuring Expenses, (iii) pay all costs associated with the Corporate Restructuring; (iv) fund Plan Distributions, including, for the avoidance of doubt, the Trade Claim Cash Amount and Litigation Trust Cash Amount, and (v) provide the Reorganized Debtors with additional liquidity for working capital and general corporate purposes.

(b) In accordance with the Plan Sponsor Agreement and subject to the terms and conditions thereof, each Plan Sponsor, if more than one, has agreed, severally but not jointly,

to purchase, on or prior to the Effective Date, the amount of New Equity Interests equal to its respective Equity Commitment (as defined in the Plan Sponsor Agreement).

5.10 ***Officers and Boards of Directors.***

(a) Upon the Effective Date, the New Board shall be comprised as determined by the Plan Sponsor. If known, the officers and the composition of each board of directors of the Reorganized Debtors shall be disclosed prior to the Effective Date to the extent required by section 1129(a)(5) of the Bankruptcy Code. On the Effective Date, the chairman and each other member of the New Board shall be appointed to serve in accordance with the terms of the New Organizational Documents.

(b) Except to the extent that a member of the board of directors of a Debtor continues to serve as a director of such Reorganized Debtor immediately after the Effective Date, each such member will be deemed to have resigned or shall otherwise cease to be a director of the applicable Debtor as of the Effective Date without any further action required on the part of any such Debtor or member. Commencing on the Effective Date, each of the directors of each of the Reorganized Debtors shall serve pursuant to the terms of the applicable New Organizational Documents of such Reorganized Debtor and may be replaced or removed in accordance with such New Organizational Documents.

(c) The Reorganized Debtors may enter into new employment agreements with key executives on a case by case basis in form and substance acceptable to the Plan Sponsor and in accordance with the Plan Sponsor Agreement.

5.11 ***Management Incentive Plan.***

Following the Effective Date, New Speedcast Parent shall enter into the Management Incentive Plan in accordance with the Plan Support Agreement. All awards issued under the Management Incentive Plan will be dilutive of all other New Equity Interests issued pursuant to the Plan.

5.12 ***Intercompany Interests.***

To the extent an Intercompany Interest is not cancelled or transferred pursuant to the Plan, on the Effective Date and without the need for any further corporate action or approval of any board of directors, board of managers, managers, or shareholders of any Debtor or Reorganized Debtor, as applicable, such Intercompany Interest shall be unaffected by the Plan, continue in place following the Effective Date and remain in full force and effect.

5.13 ***Corporate Restructuring.***

(a) On the Effective Date or as soon as reasonably practicable thereafter, the Debtors, Reorganized Debtors, Australian Administrator(s) or Australian Deed Administrator(s), as applicable, shall take all actions consistent with the Plan, the Plan Sponsor Agreement and the Corporate Restructuring Steps as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Corporate Restructuring under and in connection with this Plan (and subject to the terms of the Plan

Sponsor Agreement (including the applicable consent and approval rights thereunder)); *provided*, that nothing in this Section 5.13 shall be construed to prohibit any Debtor, or any other Person from taking any steps towards implementing, if applicable, the Speedcast Parent Administration, the Deed of Company Arrangement or any relevant Foreign Enforcement Action prior to the Effective Date.

(b) Following the Effective Date, Speedcast Parent may continue operations, be wound down, liquidated, dissolved, and/or deregistered in accordance with the Corporate Restructuring, applicable laws of the respective jurisdictions and this Plan.

(c) Pursuant to sections 1123(a)(5), 1123(b)(4), 1123(b)(6), and 1146(a) of the Bankruptcy Code, the Confirmation Order shall authorize and direct the Corporate Restructuring. Upon the Confirmation Date, the Debtors, the Reorganized Debtors, the Plan Sponsor, the Australian Administrator(s) and the Australian Deed Administrator(s), as applicable, shall be authorized to take any and all actions necessary to consummate the Corporate Restructuring, including, for the avoidance of doubt, commencing and pursuing any Foreign Enforcement Action.

(d) On the closing date of the Corporate Restructuring, all Assets held by or vested in New Speedcast Parent pursuant to the terms of the Plan and the Confirmation Order (in accordance with the Corporate Restructuring and the Plan Sponsor Agreement) shall be free and clear of all Claims, Equity Interests, Liens, charges, encumbrances, and other interests, other than other interests expressly provided or assumed pursuant to the Plan or the documents included in the Plan Supplement.

5.14 ***Speedcast Parent.***

(a) Following the Confirmation Date, the Speedcast Parent and/or its board of directors shall have, as may be required or prudent to implement this Plan or the Restructuring Transactions under the laws of Australia, the authority and right to appoint the Australian Administrator(s) without the need for Bankruptcy Court approval, and the Australian Administrator(s) or the Australian Deed Administrator(s), if appointed, shall have the authority and right on behalf of Speedcast Parent, without the need for Bankruptcy Court approval, to carry out and implement the provisions of this Plan and the Deed of Company Arrangement to the extent permitted by applicable law (and not inconsistent with the Corporate Restructuring) in connection with the Speedcast Parent Administration or the Deed of Company Arrangement (as applicable), including to: (i) carry out all of the duties of an administrator or deed administrator under the Corporations Act and at law; (ii) consider the terms of the Deed of Company Arrangement (or the terms of any other deed of company arrangement proposed); (iii) report to creditors of the Speedcast Parent and make recommendations thereto; (iv) convene any meeting of creditors of the Speedcast Parent as required under the Corporations Act; (v) except to the extent Claims have been Allowed, control and effectuate the Claims reconciliation process with respect to Speedcast Parent and its subsidiaries, if any, including to object to, seek to subordinate, compromise or settle any and all Claims against Speedcast Parent and its subsidiaries, if any; (vi) make distributions to holders of Allowed Claims in accordance with the Plan; (vii) prosecute all Causes of Action (that are not Litigation Trust Causes of Action) on behalf of Speedcast Parent and its subsidiaries, elect not to pursue such Causes of Action, and

determine whether and when to compromise, settle, abandon, dismiss, or otherwise dispose of any such Causes of Action, as the Australian Administrator(s) or Australian Deed Administrator(s) may determine is in the best interests of Speedcast Parent and its subsidiaries; (viii) retain professionals to assist in performing its duties under the Plan, Speedcast Parent Administration or the Deed of Company Arrangement; (ix) maintain the books, records, and accounts of Speedcast Parent and its subsidiaries; (x) complete and file, as necessary, all final or otherwise required foreign, federal, state, and local tax returns for Speedcast Parent and its subsidiaries; and (xi) perform other duties and functions that are consistent with the implementation of the Plan, the Speedcast Parent Administration or the Deed of Company Arrangement, including the Corporate Restructuring, Corporate Restructuring Steps, Restructuring and Restructuring Transactions.

(b) Following the Confirmation Date and the appointment of any Australian Administrator(s) as may be required or prudent to implement this Plan or the Restructuring Transactions under the laws of Australia, any Debtor (other than the Speedcast Parent) shall have the authority and right to propose the Deed of Company Arrangement.

(c) In furtherance of the provisions of Section 5.13(b), after the consummation of the Plan, the directors of the Speedcast Parent, the Australian Administrators, the Australian Deed Administrators or the Australian Liquidators (as applicable) may (to the extent not inconsistent with the Corporate Restructuring) wind down, sell, liquidate, and may operate, use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action (that are not retained by or transferred to the Litigation Trust) of the Speedcast Parent and its subsidiaries without approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

(d) Each of the Debtors and Reorganized Debtors shall indemnify and hold harmless any Australian Administrator(s) and Australian Deed Administrator(s) solely in their capacity as such for any losses incurred in such capacity, except to the extent such losses were the result of the gross negligence, willful misconduct, or criminal conduct of such Australian Administrator or Australian Deed Administrator (as applicable).

(e) The Australian Administrator(s), the Australian Deed Administrator(s) or the directors of the Speedcast Parent (as applicable) shall be authorized, on behalf of Speedcast Parent, subject to applicable law but without further action including any action by the stockholders, members, the board of directors, or board of directors or similar governing body of New Speedcast Parent, to (i) file any and all corporate and company documents necessary and/or (ii) enter or cause to enter any Foreign Enforcement Action necessary, in each case to effectuate the Plan, including the Restructuring, Restructuring Transactions, Corporate Restructuring, Corporate Restructuring Steps and the terms of the Deed of Company Arrangement.

(f) Any Australian Administrator(s) and the Australian Deed Administrator(s) shall be permitted to effectuate any Speedcast Parent Administration and Deed of Company Arrangement, as applicable, with the amounts reserved in the Speedcast Parent Budget.

(g) Nothing in this Plan shall be construed to:

(i) prohibit any Debtor, the Australian Administrator(s) or any other Person from taking any steps towards implementing the Speedcast Parent Administration or any relevant Foreign Enforcement Action prior to the Effective Date; or

(ii) require the Australian Administrator(s) or Australian Deed Administrator(s) to take any action, or refrain from taking any action, that would be contrary to their duties, the Corporations Act or law.

5.15 ***No Substantive Consolidation.***

The Plan is a joint plan of reorganization of the Debtors for administrative purposes only and constitutes a separate chapter 11 plan for each Debtor. The plan is not premised upon the substantive consolidation with respect to the Classes of Claims or Interests set forth in the Plan.

5.16 ***Separability.***

Notwithstanding the combination of the separate plans of reorganization for the Debtors set forth in the Plan for purposes of economy and efficiency, the Plan constitutes a separate chapter 11 plan for each Debtor. Accordingly, if the Bankruptcy Court does not confirm the Plan with respect to one or more Debtors, it may still, subject to the consent of the applicable Debtors and the Plan Sponsor, confirm the Plan with respect to any other Debtor that satisfies the confirmation requirements of section 1129 of the Bankruptcy Code.

5.17 ***Restructuring Expenses.***

On the Effective Date, or as soon as reasonably practicable thereafter, the Debtors or the Reorganized Debtors, as applicable, shall pay in full in Cash (to the extent not previously paid during the course of the Chapter 11 Cases) all outstanding Restructuring Expenses billed through the Effective Date, in accordance with the terms of the applicable orders, engagement letters, or other applicable contractual arrangements. All parties entitled to payment pursuant to this Section 5.17 shall estimate their accrued Restructuring Expenses prior to and as of the Effective Date and shall deliver such estimates to the Debtors at least two Business Days before the Effective Date; *provided,* that such estimate shall not be considered an admission or limitation with respect to the fees and expenses of such parties. On the Effective Date, final invoices for all Restructuring Expenses incurred prior to and as of the Effective Date shall be submitted to the Debtors. In addition, the Debtors and the Reorganized Debtors (as applicable) shall continue to pay post-Effective Date, when due and payable in the ordinary course, Restructuring Expenses related to implementation, consummation and defense of the Plan.

5.18 ***Reorganized Debtors' Authority.***

After the Effective Date, the Reorganized Debtors may operate the Debtors' business and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

5.19 ***Subordination Agreements.***

Pursuant to section 510(a) of the Bankruptcy Code, all subordination agreements governing Claims or Interests shall be enforced in accordance with such agreement's terms.

5.20 ***Litigation Trust.***

(a) ***Creation and Governance of the Litigation Trust***. On the Effective Date, the Debtors and the Litigation Trustee shall execute the Litigation Trust Agreement in a form reasonably acceptable to the Creditors' Committee, and all other necessary steps shall be taken to establish the Litigation Trust in accordance with the Plan and the beneficial interests therein, which shall be for the benefit of the Litigation Trust Beneficiaries. In the event of any conflict between the terms of the Plan and the terms of the Litigation Trust Agreement, the terms of the Plan shall govern. Additionally, on the Effective Date, to the extent permitted by law, the Debtors shall transfer and shall be deemed to transfer to the Litigation Trust all of their rights, title and interest in and to all of the Litigation Trust Assets, and in accordance with section 1141 of the Bankruptcy Code, the Litigation Trust Assets shall automatically vest in the Litigation Trust free and clear of all Claims and Liens, subject only to (a) Litigation Trust Interests, and (b) the expenses of the Litigation Trust as provided for in the Litigation Trust Agreement, and such transfer shall be exempt from any stamp, real estate transfer, mortgage reporting, sales, use or other similar tax. The Litigation Trustee shall be the exclusive trustee of the assets of the Litigation Trust for purposes of 31 U.S.C. § 3713(b) and 26 U.S.C. § 6012(b)(3), as well as the representatives of the Estate of each of the Debtors appointed pursuant to section 1123(b)(3)(B) of the Bankruptcy Code, solely for purposes of carrying out the Litigation Trustee's duties under the Litigation Trust Agreement. The Litigation Trust shall be governed by the Litigation Trust Agreement and administered by the Litigation Trustee.

The powers, rights and responsibilities of the Litigation Trustee shall be specified in the Litigation Trust Agreement and shall include the authority and responsibility to, among other things, take the actions set forth in this Section 5.20. The Litigation Trustee shall hold and distribute the Litigation Trust Assets in accordance with the provisions of the Plan and the Litigation Trust Agreement. Other rights and duties of the Litigation Trustee and the Litigation Trust Beneficiaries shall be as set forth in the Litigation Trust Agreement. After the Effective Date, the Debtors and the Reorganized Debtors shall have no interest in the Litigation Trust Assets except as set forth in the Litigation Trust Agreement.

(b) ***Purpose of the Litigation Trust***. The Litigation Trust shall be established for the purpose of (i) evaluating and prosecuting the Litigation Trust Causes of Action, (ii) liquidating the Litigation Trust Assets, and (iii) distributing the Litigation Trust Distributable Proceeds, if any, to the Litigation Trust Beneficiaries in accordance with Treasury Regulation section 301.7701-4(d), with no objective to continue or engage in the conduct of a trade or business.

(c) ***Litigation Trustee and Litigation Trust Agreement***. The Litigation Trust Agreement generally will provide for, among other things, payment of the Litigation Trust Expenses. The Litigation Trust Expenses shall be paid solely from the Litigation Trust Assets in accordance with the Plan and the Litigation Trust Agreement.

For the avoidance of doubt, any costs incurred by (i) the Disbursing Agent in making distributions to holders of Claims under the Plan or (ii) the Reorganized Debtors in prosecuting objections to Claims or otherwise administering Claims shall be paid by the Reorganized Debtors, except to the extent the Litigation Trustee seeks to prosecute certain claims objections pursuant to section 7.2(c).

The Litigation Trustee, on behalf of the Litigation Trust, may employ, without further order of the Bankruptcy Court, professionals (including Professionals previously retained by the Creditors' Committee) to assist in carrying out its duties hereunder and may compensate and reimburse the reasonable expenses of these professionals without further order of the Bankruptcy Court from the Litigation Trust Assets in accordance with the Plan and the Litigation Trust Agreement.

In furtherance of and consistent with the purpose of the Litigation Trust and the Plan, the Litigation Trustee, for the benefit of the Litigation Trust, shall (a) hold the Litigation Trust Assets for the benefit of the Litigation Trust Beneficiaries, (b) make distributions of Litigation Trust Distributable Proceeds, if any, as provided herein and in the Litigation Trust Agreement and (c) have the power and authority to prosecute and resolve any Litigation Trust Causes of Action. The Litigation Trustee shall be responsible for all decisions and duties with respect to the Litigation Trust and the Litigation Trust Assets, except as otherwise provided in the Litigation Trust Agreement. In all circumstances, the Litigation Trustee shall act in the best interests of the Litigation Trust Beneficiaries.

(d) ***Compensation and Duties of the Litigation Trustee***. The salient terms of the Litigation Trustee's employment, including the Litigation Trustee's duties and compensation (which compensation shall be negotiated by the Litigation Trustee, the Debtors, the Plan Sponsor and the Creditors' Committee), shall be set forth in the Litigation Trust Agreement. The Litigation Trustee shall be entitled to reasonable compensation in an amount consistent with that of similar functionaries in similar types of bankruptcy cases.

(e) ***Indemnification of the Litigation Trust Indemnified Persons***. The Litigation Trust Indemnified Persons shall be held harmless by the Litigation Trust and shall not be liable for actions taken or omitted in their capacity as, or on behalf of, the Litigation Trustee, except those acts that are determined by Final Order to have arisen out of their own intentional fraud, willful misconduct, or gross negligence, and each shall be entitled to be indemnified, held harmless, and entitled to advancement (and indemnification for the same amounts if the Litigation Trust Indemnified Persons do not seek or receive advancement) by or from, as applicable, the Litigation Trust for fees and expenses including, without limitation, reasonable attorney's fees, which such Persons and Entities may incur or may become subject to or in connection with any action, suit, proceeding or investigation that is brought or threatened against such Persons in respect of that Person's or the Litigation Trustee's actions or inactions regarding the implementation or administration of this Plan or the Litigation Trust Agreement, or the discharge of their duties hereunder or the Litigation Trust Agreement, except for any actions or inactions that are determined by Final Order to have arisen from intentional fraud, willful misconduct or gross negligence. Any Claim of the Litigation Trust Indemnified Persons to be indemnified, held harmless, advanced, or reimbursed shall be satisfied from the Litigation Trust or any applicable insurance coverage obtained by the Litigation Trust.

(f) ***Cooperation of Reorganized Debtors***. Subject to subsection (g) of this Section 5.20, the Debtors or Reorganized Debtors, as applicable, upon reasonable notice, shall provide reasonable cooperation with the Litigation Trustee in the administration of the Litigation Trust, including providing reasonable access to pertinent documents, including books and records, to the extent the Debtors or Reorganized Debtors have such information and/or documents, to the Litigation Trustee sufficient to enable the Litigation Trustee to perform its duties hereunder. All reasonable out-of-pocket costs and expenses incurred, upon prior written request of the Litigation Trustee, by the Debtors or the Reorganized Debtors in connection with actions taken under this subsection (f) shall be at the expense of the Litigation Trust.

(g) ***Preservation of Privilege***. The Debtors and the Litigation Trust shall enter into a common interest agreement whereby the Debtors will be able to disclose to the Litigation Trust, on a strictly confidential basis, documents, information or communications (whether written or oral) relating to the Litigation Trust Assets that are covered by attorney-client privilege, work product privilege, or other privileges or immunity. Pursuant to the common interest disclosure agreement, the Debtors and the Litigation Trust will agree that, in the case of disclosures made pursuant to the agreement: (i) the documents, information or communications are privileged; (ii) the disclosure is made to the Litigation Trust solely for the specific purpose of enabling the Litigation Trustee to carry out its duties under the Litigation Trust Agreement; and (iii) the Debtors do not intend, by the disclosure, to waive any privileges or immunities as against any other person or entity. Further, the Litigation Trust shall agree: (i) to keep the documents, information and communications (and their contents) strictly confidential, not disclose them to any other party, and preserve and protect all applicable privileges attaching to them; (ii) to return to the Debtors on reasonable demand any documents, information or communications or copies of them (or records of their contents); and (iii) to inform the Debtors immediately if it receives any voluntary or compulsory request for production to a third party of the documents, information or communications (or their contents) to enable the Debtors to assert their privilege. The Litigation Trustee's receipt of such documents, information or communications shall constitute a limited waiver in favor of the Litigation Trustee only, and shall not constitute a waiver of any privilege as against any other party. On the Effective Date, the Reorganized Debtors shall automatically succeed the Debtors as party to such common interest agreement. All privileges shall remain in the control of the Debtors or the Reorganized Debtors, as applicable, and the Debtors or the Reorganized Debtors retain the right to waive their own privileges.

(h) ***Transferability***. Litigation Trust Interests shall not be certificated and shall be non-transferable other than if transferred by will, intestate succession, or otherwise by operation of law, or as and to the extent determined by the Litigation Trustee.

(i) ***U.S. Federal Income Tax Treatment of the Litigation Trust.*** The Litigation Trust shall be structured to qualify as a "liquidating trust" within the meaning of Treas. Reg. § 301.7701-4(d) and in compliance with Rev. Proc. 94-45, 1994-2 C.B. 684, and, thus, as a "grantor trust" within the meaning of Sections 671 through 679 of the Tax Code to the holders of Other Unsecured Claims, consistent with the terms of the Plan. All assets held by the Litigation Trust on the Effective Date shall be deemed for U.S. federal income tax purposes (i) to have been distributed (subject to any obligations relating to such assets) by the Debtors to the Litigation Trust Beneficiaries (other than the assets allocable to any disputed ownership fund) in

partial satisfaction of such Litigation Trust Beneficiaries' Claims and (ii) immediately thereafter contributed by such Litigation Trust Beneficiaries to the Litigation Trust in exchange for their respective Litigation Trust Interests. The Litigation Trust Beneficiaries will be treated as the deemed owners of the Litigation Trust (other than the assets allocable to any disputed ownership fund). The sole purpose of the Litigation Trust shall be the liquidation and distribution of the Litigation Trust Assets in accordance with Treas. Reg. § 301.7701-4(d), with no objective to continue or engage in the conduct of a trade or business. All parties (including the Debtors and the Estates, holders of Other Unsecured Claims and the Litigation Trustee) shall report consistently with such treatment. All parties shall report consistently with the valuation of the Litigation Trust Assets transferred to the Litigation Trust as determined by the Litigation Trustee (or its designee). The Litigation Trustee shall be responsible for filing U.S. federal tax returns for the Litigation Trust as a grantor trust pursuant to Treas. Reg. § 1.671-4(a). The Litigation Trustee shall annually send to each holder of an interest in the Litigation Trust a separate statement regarding the receipts and expenditures of the trust as relevant for U.S. federal income tax purposes. Subject to definitive guidance from the IRS or a court of competent jurisdiction to the contrary (including the receipt by the Litigation Trustee of a private letter ruling if the Litigation Trustee so requests one, or the receipt of an adverse determination by the IRS upon audit if not contested by the Litigation Trustee), the Litigation Trustee may timely elect to (x) treat any portion of the Litigation Trust allocable to Disputed Claims as a "disputed ownership fund" governed by Treasury Regulation section 1.468B-9 (and make any appropriate elections) and (y) to the extent permitted by applicable law, report consistently with the foregoing for state and local income tax purposes. All parties (including the Debtors and the Estates, holders of Other Unsecured Claims and the Litigation Trustee) shall report for U.S. federal, state, and local income tax purposes consistently with the foregoing.

(j) ***Withholding***. The Litigation Trustee may withhold and pay to the appropriate taxing authority all amounts required to be withheld pursuant to the Tax Code or any provision of any foreign, state or local tax law with respect to any payment or distribution to the Litigation Trust Beneficiaries. All such amounts withheld and paid to the appropriate taxing authority shall be treated as amounts distributed to such Litigation Trust Beneficiaries for all purposes of the Litigation Trust Agreement. The Litigation Trustee shall be authorized to collect such tax information from the Litigation Trust Beneficiaries (including, without limitation, social security numbers or other tax identification numbers) as it, in its sole discretion, deems necessary to effectuate the Plan, the Confirmation Order and the Litigation Trust Agreement. In order to receive distributions under the Plan, all Litigation Trust Beneficiaries will need to identify themselves to the Litigation Trustee and provide tax information and the specifics of their holdings, to the extent the Litigation Trustee deems appropriate. This identification requirement may, in certain cases, extend to holders who hold their securities in street name. The Litigation Trustee may refuse to make a distribution to any Litigation Trust Beneficiary that fails to furnish such information in a timely fashion, until such information is delivered; *provided*, *however*, that, upon the delivery of such information by a Litigation Trust Beneficiary, the Litigation Trustee shall make such distribution to which the Litigation Trust Beneficiary is entitled, without interest; and, *provided*, *further*, that, if the Litigation Trustee fails to withhold in respect of amounts received or distributable with respect to any such holder and the Litigation Trustee is later held liable for the amount of such withholding, such holder shall reimburse the Litigation Trustee for such liability.

(k) ***Litigation Trust Assets***. The Litigation Trustee shall have the exclusive right on behalf of the Litigation Trust, to institute, file, prosecute, enforce, settle, compromise, release, abandon, or withdraw any and all Litigation Trust Causes of Action without any further order of the Bankruptcy Court, except as otherwise provided herein or in the Litigation Trust Agreement. From and after the Effective Date, the Litigation Trustee, in accordance with section 1123(b)(3) of the Bankruptcy Code, and on behalf of the Litigation Trust, shall serve as a representative of the Estates, solely for purposes of carrying out the Litigation Trustee's duties under the Litigation Trust Agreement. In connection with the investigation, prosecution and/or compromise of the Litigation Trust Causes of Action, the Litigation Trustee may expend such portion of the Litigation Trust Assets as the Litigation Trustee deems necessary. The Litigation Trustee may invest Cash (including any earnings thereon or proceeds therefrom) in any manner permitted to be made by a liquidating trust within the meaning of Treasury Regulation section 301.7701-4(d), as reflected therein, or under applicable IRS guidelines, rulings, or other controlling authorities.

(l) ***Litigation Trust Fees and Expenses***. From and after the Effective Date, the Litigation Trustee, on behalf of the Litigation Trust, shall, in the ordinary course of business and without the necessity of any approval by the Bankruptcy Court, pay the reasonable professional fees and expenses incurred by the Litigation Trust and any Litigation Trustee Representatives retained by the Litigation Trust from the Litigation Trust Assets, except as otherwise provided in the Litigation Trust Agreement.

(m) ***Distribution of Unrestricted Cash***. The Litigation Trustee shall distribute to the Litigation Trust Beneficiaries on account of their interests in the Litigation Trust, at least annually, all net proceeds from the monetization of assets, except that the Litigation Trust may retain an amount of net proceeds reasonably necessary to maintain the value of the Litigation Trust Assets or to meet claims and contingent liabilities.

(n) ***Single Satisfaction of Allowed Other Unsecured Claims***. Notwithstanding anything to the contrary herein, in no event shall holders of Allowed Other Unsecured Claims, as applicable, recover more than the full amount of their Allowed Other Unsecured Claims from the Litigation Trust Distributable Proceeds, if any.

(o) ***Dissolution of the Litigation Trust***. The Litigation Trustee and the Litigation Trust shall be discharged or dissolved, as the case may be, at such time as (a) the Litigation Trustee determines that the pursuit of additional Litigation Trust Causes of Action is not likely to yield sufficient additional proceeds to justify further pursuit of such claims and (b) all distributions of Litigation Trust Distributable Proceeds, if any, required to be made by the Litigation Trustee under the Plan have been made, but in any event the Litigation Trust shall be dissolved no later than five years after the Effective Date unless the Bankruptcy Court, upon motion made within the six-month period before such fifth anniversary (and, in the event of further extension, at least six months before the end of the preceding extension), determines that a fixed period extension (not to exceed three years, together with any prior extensions, without a favorable letter ruling from the IRS that any further extension would not adversely affect the status of the Litigation Trust as a liquidating trust for federal income tax purposes) is necessary to facilitate or complete the recovery on, and liquidation of, the Litigation Trust Assets. Upon dissolution of the Litigation Trust, any remaining Litigation Trust Assets shall be distributed to

all Litigation Trust Beneficiaries in accordance with the Plan and the Litigation Trust Agreement as appropriate.

ARTICLE VI. DISTRIBUTIONS.

6.1 *Distributions Generally.*

The Disbursing Agent shall make all Plan Distributions to the appropriate holders of Allowed Claims and Allowed Interests in accordance with the terms of this Plan; *provided*, that the Debtors or Reorganized Debtors, as applicable, shall disburse New Equity Interests to the Plan Sponsor; *provided, further,* that notwithstanding anything herein to the contrary, distributions to the Litigation Trust Beneficiaries shall be made by the Litigation Trustee as and when provided for in the Litigation Trust Agreement.

6.2 *No Postpetition Interest on Claims.*

Except as otherwise specifically provided for in this Plan, the Confirmation Order, or another order of the Bankruptcy Court or required by the Bankruptcy Code, and notwithstanding any documents to the contrary that govern the Debtors' prepetition indebtedness, postpetition and/or default interest shall not accrue or be paid on any Claims, and no holder of a Claim shall be entitled to (a) interest accruing on such Claim on or after the Petition Date, or (b) interest at the contractual default rate, as applicable.

6.3 *Date of Distributions.*

Unless otherwise provided in the Plan or Litigation Trust Agreement, on the Effective Date or as soon as reasonably practicable thereafter (or, if a Claim is not an Allowed Claim on the Effective Date, on the date that such Claim becomes Allowed or as soon as reasonably practicable thereafter), each holder of an Allowed Claim shall receive the full amount of the distributions that the Plan provides for such Allowed Claims in their applicable Class. In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day but shall be deemed to have been completed as of the required date. If and to the extent that there are Disputed Claims, distributions on account of any such Disputed Claims shall be made pursuant to the provisions set forth in Article VII of the Plan. Except as otherwise provided in the Plan or the documents included in the Plan Supplement, holders of Claims shall not be entitled to interest, dividends, or accruals on any Plan Distributions.

6.4 *Distribution Record Date.*

As of the close of business on the Distribution Record Date, the various lists of holders of Claims in each Class, as maintained by the Debtors or their agents, shall be deemed closed, and there shall be no further changes in the record holders of any Claims after the Distribution Record Date. Neither the Debtors, Reorganized Debtors, the Australian Administrator(s), the Australian Deed Administrator(s), nor the Disbursing Agent shall have any obligation to recognize any transfer of a Claim occurring after the close of business on the Distribution Record Date. In addition, with respect to payment of any Cure Amounts or disputes

over any Cure Amounts, none of the Debtors, the Reorganized Debtors, the Australian Administrator(s), the Australian Deed Administrator(s), or the Disbursing Agent shall have any obligation to recognize or deal with any party other than the non-Debtor party to the applicable executory contract or unexpired lease, even if such non-Debtor party has sold, assigned, or otherwise transferred its Claim for a Cure Amount.

6.5 ***Disbursing Agent.***

All distributions under this Plan shall be made by the Disbursing Agent on and after the Effective Date as provided herein except distributions to the Litigation Trust Beneficiaries shall be made by the Litigation Trustee as and when provided for in the Litigation Trust Agreement. The Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties. The Reorganized Debtors shall use all commercially reasonable efforts to provide the Disbursing Agent with the amounts of Claims and the identities and addresses of holders of Claims, in each case, as set forth in the Debtors' or the Reorganized Debtors' books and records. The Reorganized Debtors shall cooperate in good faith with the applicable Disbursing Agent (if other than the Reorganized Debtors) to comply with the reporting and withholding requirements outlined in Section 6.17 of this Plan.

6.6 ***Delivery of Distributions.***

The Disbursing Agent will issue or cause to be issued, the applicable consideration under this Plan and, subject to Bankruptcy Rule 9010, will make all distributions to any holder of an Allowed Claim as and when required by this Plan (except distributions to the Litigation Trust beneficiaries shall be made by the Litigation Trustee as and when provided for in the Litigation Trust Agreement) at: (i) the address of such holder on the books and records of the Debtors or their agents or (ii) the address in any written notice of address change delivered to the Debtors or the Disbursing Agent, including any addresses included on any transfers of Claim filed pursuant to Bankruptcy Rule 3001. In the event that any distribution to any holder is returned as undeliverable, no distribution or payment to such holder shall be made unless and until the Disbursing Agent has been notified of the then-current address of such holder, at which time or as soon thereafter as reasonably practicable such distribution shall be made to such holder without interest.

6.7 ***Unclaimed Property.***

One year from the later of: (i) the Effective Date and (ii) the date that is ten (10) Business Days from the date of distribution, all distributions payable on account of such Claim that are not deliverable and remain unclaimed shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code and shall revert to the Reorganized Debtors automatically and without need for a further order by the Bankruptcy Court (notwithstanding any applicable federal, provincial, or state escheat, abandoned, or unclaimed property laws to the contrary) or their successors or assigns, and all claims of any other Entity (including the holder of a Claim in the same Class) to such distribution shall be discharged and forever barred. The Reorganized Debtors and the Disbursing Agent shall have no obligation to attempt to locate any holder of an Allowed Claim other than by reviewing the Debtors' books and records, the register of the DIP Agent or the Syndicated Facility Agent, as applicable, or filings with the Bankruptcy Court.

6.8 *Satisfaction of Claims.*

Unless otherwise provided herein, any distributions and deliveries to be made on account of Allowed Claims under this Plan shall be in complete and final satisfaction, settlement, and discharge of and exchange for such Allowed Claims.

6.9 *Manner of Payment Under Plan.*

Except as specifically provided herein, at the option of the Debtors, the Reorganized Debtors, the Australian Administrator(s) or the Australian Deed Administrator(s), as applicable, any Cash payment to be made under this Plan may be made by a check or wire transfer or as otherwise required or provided in applicable agreements or customary practices of the Debtors consistent with commonly accepted business practices.

6.10 *Fractional Shares and De Minimis Cash Distributions.*

No fractional New Equity Interests shall be distributed. When any distribution would otherwise result in the issuance of a number of New Equity Interests that is not a whole number, the New Equity Interests subject to such distribution shall be rounded to the next higher or lower whole number as follows: (i) fractions equal to or greater than 1/2 shall be rounded to the next higher whole number and (ii) fractions less than 1/2 shall be rounded to the next lower whole number. The total number of New Equity Interests to be distributed on account of the Direct Investment or otherwise in accordance with the Plan Sponsor Agreement will be adjusted as necessary to account for the rounding provided for herein. No consideration will be provided in lieu of fractional shares that are rounded down. Neither the Reorganized Debtors, Australian Administrator, nor the Disbursing Agent shall have any obligation to make a distribution that is less than one (1) share of New Equity Interests or one hundred dollars ($100.00) in Cash. Fractional New Equity Interests that are not distributed in accordance with this section shall be returned to, and ownership thereof shall vest in New Speedcast Parent.

6.11 *No Distribution in Excess of Amount of Allowed Claim.*

Notwithstanding anything to the contrary in this Plan, no holder of an Allowed Claim shall receive, on account of such Allowed Claim, Plan Distributions in excess of the Allowed amount of such Claim plus any postpetition interest on such Claim, to the extent such interest is permitted by Section 6.2.

6.12 *Allocation of Distributions Between Principal and Interest.*

Except as otherwise provided in this Plan and subject to Section 6.2 of this Plan, to the extent that any Allowed Claim entitled to a distribution under this Plan is comprised of indebtedness and accrued but unpaid interest thereon, such distribution shall be allocated first to the principal amount of the Claim (as determined for U.S. federal income tax purposes) and then, to the extent of any excess, to the remainder of the Claim, including any Claim for accrued but unpaid interests.

6.13 *Exemption from Securities Laws.*

The issuance of the New Equity Interests pursuant to the Direct Investment are being made in reliance on the exemption from registration set forth in section 4(a)(2) of the Securities Act and/or Regulation D thereunder. Such Securities will be considered "restricted securities" and may not be offered for sale, sold, or otherwise transferred except pursuant to an effective registration statement under the Securities Act or in a transaction exempt from or not subject to registration under the Securities Act, such as under certain conditions, the resale provisions of Rule 144 of the Securities Act and in accordance with any applicable state securities laws.

6.14 *Setoffs and Recoupments.*

Each Debtor or Reorganized Debtor, as applicable, or such Entity's designee, as instructed by such Reorganized Debtor, may, pursuant to section 553 of the Bankruptcy Code or applicable nonbankruptcy law, offset or recoup against any Allowed Claim and the distributions to be made pursuant to this Plan on account of such Allowed Claim any and all Claims, rights, and Causes of Action that such Debtor or Reorganized Debtor or its successors may hold against the holder of such Allowed Claim; *provided*, that neither the failure to effect a setoff or recoupment nor the allowance of any Claim hereunder will constitute a waiver or release by a Debtor or Reorganized Debtor or its successor of any Claims, rights, or Causes of Action that a Reorganized Debtor or its successor or assign may possess against such holder.

6.15 *Release of Retained Funds*

Any Cash remaining in the Fee Claim Escrow Account, after all applicable distributions or other payments have been made from such Fee Claim Escrow Account shall be released therefrom by the Disbursing Agent and revert to the Reorganized Debtors or their successors or assigns at such dates as may be determined by the Disbursing Agent, but in no event later than the date that is sixty (60) days after all applicable distributions or other payments have been made from such account.

6.16 *Rights and Powers of Disbursing Agent.*

(a) Powers of Disbursing Agent. The Disbursing Agent shall be empowered to: (i) effect all reasonable actions and execute all agreements, instruments, and other documents necessary to perform its duties under this Plan; (ii) make all applicable distributions or payments provided for under this Plan; (iii) employ professionals to represent it with respect to its responsibilities; and (iv) exercise such other powers (A) as may be vested in the Disbursing Agent by order of the Bankruptcy Court (including any order issued after the Effective Date) or pursuant to this Plan or (B) as deemed by the Disbursing Agent to be necessary and proper to implement the provisions of this Plan.

(b) Expenses Incurred on or After the Effective Date. To the extent the Disbursing Agent is an Entity other than a Debtor or Reorganized Debtor, except as otherwise ordered by the Bankruptcy Court and subject to the written agreement of the Reorganized Debtors, the amount of any reasonable fees and reasonable and documented out-of-pocket

expenses incurred by the Disbursing Agent on or after the Effective Date (including taxes and including for reasonable and documented attorneys' and other professional fees and out-of-pocket expenses) made by the Disbursing Agent shall be paid in Cash by the Reorganized Debtors.

6.17 *Withholding and Reporting Requirements.*

(a) The Reorganized Debtors and the Disbursing Agent shall comply with all applicable withholding and reporting requirements imposed by any federal, state, local, or foreign taxing authority, and all distributions under this Plan shall be subject to any such withholding or reporting requirements. In the case of a non-Cash distribution that is subject to withholding, the distributing party may withhold an appropriate portion of such distributed property and sell such withheld property to generate Cash necessary to pay over the withholding tax. Any amounts withheld pursuant to the preceding sentence shall be deemed to have been distributed to and received by the applicable recipient for all purposes of this Plan. The Reorganized Debtors and the Disbursing Agent shall reasonably cooperate with the relevant recipients of any distributions under this Plan to minimize any withholding to the extent permitted by applicable law.

(b) Notwithstanding the above, each holder of an Allowed Claim that is to receive a distribution under this Plan shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed on such holder by any Governmental Unit, including income, withholding, and other tax obligations, on account of such distribution.

(c) The Reorganized Debtors and the Disbursing Agent may require, as a condition to receipt of a distribution, that the holder of an Allowed Claim provide any information reasonably necessary to allow the distributing party to comply with any such withholding and reporting requirements imposed by any federal, state, local, or foreign taxing authority (including, for the avoidance of doubt, an IRS Form W-9 or (if the holder is a non-U.S. Person) an appropriate IRS Form W-8 (unless such Person is exempt from information reporting requirements under the Tax Code) and so notifies the Reorganized Debtors and the Disbursing Agent).

6.18 *Hart-Scott-Rodino Antitrust Improvements Act*

Any New Equity Interests to be distributed under the Plan to Entity required as a result of such distribution to file a premerger notification and report form under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, to the extent applicable, shall not be distributed until the notification and waiting periods applicable under such Act to such Entity have expired or been terminated.

ARTICLE VII. PROCEDURES FOR RESOLVING CLAIMS.

7.1 *Disputed Claims Generally.*

Except insofar as a Claim is Allowed under the Plan or was Allowed prior to the Effective Date, the Debtors or the Reorganized Debtors, as applicable, shall have and retain any and all rights and defenses such Debtor has with respect to any Disputed Claim, including the

Causes of Action retained pursuant to Section 10.11. Any objections to Claims shall be served and filed on or before: (a) the one hundred twentieth (120th) day following the later of (i) the Effective Date and (ii) the date that a proof of Claim is filed or amended or a Claim is otherwise asserted or amended in writing by or on behalf of a holder of such Claim; or (b) such later date as may be fixed by the Bankruptcy Court. All Disputed Claims not objected to by the end of such one hundred twenty (120) day period shall be deemed Allowed unless such period is extended upon approval of the Bankruptcy Court.

7.2 ***Resolution of Disputed Claims***

(a) On and after the Effective Date, the Reorganized Debtors shall have the duty and authority, and, solely with respect to Other Unsecured Claims, in consultation with the Litigation Trustee, to (i) litigate, compromise, settle, otherwise resolve, or withdraw any objections to all Claims against the Debtors and to compromise and settle any such Disputed Claims without any further notice to or action, order, or approval by the Bankruptcy Court or any other party and (ii) administer and adjust the Claims Register to reflect any such settlements or compromises without any further action, order, notice to, or approval by the Bankruptcy Court or any other party.

(b) Expungement of, or Adjustment to, Paid, Satisfied, or Superseded Claims. Any Claim that has been paid, satisfied, or superseded, or any Claim that has been amended or superseded, may be adjusted or expunged on the Claims Register by the Reorganized Debtors, and, solely with respect to Other Unsecured Claims, in consultation with the Litigation Trustee, without a claims objection having to be filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

(c) Notwithstanding anything herein to the contrary, the Creditors' Committee or Litigation Trustee, as applicable, shall have the right to prosecute or otherwise adjudicate or settle particular objections to Other Unsecured Claims in the event that the Reorganized Debtors and the Litigation Trustee disagree with respect to the treatment of any particular Other Unsecured Claim and the Litigation Trustee shall have standing to seek court intervention to enforce this provision or otherwise resolve any dispute between the Reorganized Debtors and the Litigation Trustee with respect to allowance of Other Unsecured Claims.

(d) Disallowance of Claims. EXCEPT AS OTHERWISE AGREED, ANY AND ALL PROOFS OF CLAIM FILED AFTER THE APPLICABLE DEADLINE FOR FILING SUCH PROOFS OF CLAIM SHALL BE DEEMED DISALLOWED AND EXPUNGED AS OF THE EFFECTIVE DATE WITHOUT ANY FURTHER NOTICE TO OR ACTION, ORDER, OR APPROVAL OF THE BANKRUPTCY COURT, AND HOLDERS OF SUCH CLAIMS MAY NOT RECEIVE ANY DISTRIBUTIONS ON ACCOUNT OF SUCH CLAIMS, UNLESS SUCH LATE PROOF OF CLAIM IS DEEMED TIMELY FILED BY A FINAL ORDER ON OR BEFORE THE LATER OF THE CONFIRMATION HEARING AND THE DATE THAT IS FORTY-FIVE (45) DAYS AFTER THE APPLICABLE DEADLINE FOR FILING SUCH PROOFS OF CLAIM.

7.3 *Estimation of Claims.*

The Debtors or the Reorganized Debtors, as applicable, may at any time request that the Bankruptcy Court estimate any contingent, unliquidated, or Disputed Claim pursuant to section 502(c) of the Bankruptcy Code, regardless of whether the Debtors had previously objected to or otherwise disputed such Claim or whether the Bankruptcy Court has ruled on any such objection. The Bankruptcy Court shall retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including during the pendency of any appeal relating to any such objection. In the event that the Bankruptcy Court estimates any contingent, unliquidated, or Disputed Claim, the amount so estimated shall constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on the amount of such Claim, the Reorganized Debtors may pursue supplementary proceedings to object to the allowance of such Claim.

7.4 *Claims Resolution Procedures Cumulative.*

All of the objection, estimation, and resolution procedures in this Plan are intended to be cumulative and not exclusive of one another. Claims may be estimated and subsequently settled, compromised, withdrawn, or resolved in accordance with this Plan by any mechanism approved by the Bankruptcy Court.

7.5 *No Distributions Pending Allowance.*

No payment or distribution provided under this Plan shall be made on account of a Disputed Claim unless and until (and only to the extent that) such Claim becomes an Allowed Claim.

7.6 *Distributions After Allowance.*

To the extent that a Disputed Claim ultimately becomes an Allowed Claim, distributions (if any) shall be made to the holder of such Allowed Claim in accordance with the provisions of this Plan. As soon as practicable after the date on which the order or judgment of the Bankruptcy Court allowing any Disputed Claim becomes a Final Order, the Disbursing Agent shall provide to the holder of such Claim the distribution (if any) to which such holder is entitled under this Plan as of the Effective Date, without any interest to be paid on account of such Claim unless required by the Bankruptcy Code.

ARTICLE VIII. EXECUTORY CONTRACTS AND UNEXPIRED LEASES.

8.1 *Assumption and Rejection of Executory Contracts and Unexpired Leases.*

(a) As of and subject to the occurrence of the Effective Date, and except as expressly set forth in section 8.4 and 8.5 herein, all executory contracts and unexpired leases to which the Debtors are party shall (subject, in the cases of clauses (ii) and (iii), to the consent of the Plan Sponsor, whose consent will not to be unreasonably withheld) be deemed rejected except for an executory contract or unexpired lease that (i) has been assumed or rejected pursuant to a Final Order prior to entry of the Confirmation Order and in respect to which a

motion for such assumption or rejection has been filed prior to the initial filing of this Plan, (ii) is specifically designated on the Schedule of Assumed Contracts and Leases, or (iii) is the subject of a separate (A) assumption motion filed by the Debtors or (B) rejection motion filed by the Debtors under section 365 of the Bankruptcy Code before the Confirmation Date. The Debtors reserve the right to modify the treatment of any particular executory contract or unexpired lease pursuant to this Plan (subject to the consent rights in this clause (a)). Except as expressly set forth in sections 8.1(d), 8.3, 8.4 and 8.5, the Confirmation Order shall constitute the Bankruptcy Court's approval of the rejection of all the leases and contracts not identified in the Schedule of Assumed Contracts and Leases (subject to the consent rights described in this clause (a)).

(b) Subject to the occurrence of the Effective Date, the payment of any applicable Cure Amount, and the resolution of any Cure Dispute, the entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of the rejections, assumptions, and assumptions and assignments provided for in this Plan pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Unless otherwise indicated or provided in a separate order of the Bankruptcy Court, rejections, assumptions, or assumptions and assignments of executory contracts and unexpired leases pursuant to this Plan are effective as of the Effective Date. Each executory contract and unexpired lease assumed pursuant to this Plan or by order of the Bankruptcy Court but not assigned to a third party before the Effective Date shall vest in and be fully enforceable by the applicable Reorganized Debtor in accordance with its terms, except as modified by the provisions of this Plan, any order of the Bankruptcy Court authorizing and providing for its assumption, or applicable law.

(c) Unless otherwise provided herein or by separate order of the Bankruptcy Court, each executory contract and unexpired lease that is assumed or assumed and assigned shall include any and all modifications, amendments, supplements, restatements, or other agreements made directly or indirectly by any agreement, instrument, or other document that in any manner affects such executory contract or unexpired lease, without regard to whether such agreement, instrument, or other document is listed in the Schedule of Assumed Contracts and Leases.

(d) Notwithstanding anything to the contrary herein, all intercompany agreements are deemed to be, and shall be treated as, executory contracts under this Plan and, on the Effective Date, shall be assumed pursuant to sections 365 and 1123 of the Bankruptcy Code effective as of the Effective Date regardless of whether such contracts are listed on the Schedule of Assumed Contracts and Leases.

8.2 ***Determination of Cure Disputes and Deemed Consent.***

(a) With respect to each executory contract or unexpired lease to be assumed or assumed and assigned by the Debtors, unless otherwise determined by the Bankruptcy Court pursuant to a Final Order or agreed to by the parties thereto, the dollar amount required to Cure any defaults of the Debtors existing as of the Confirmation Date shall be the Cure Amount set in the Cure Notice. The Cure Amount shall be satisfied, under section 365(b)(1) of the Bankruptcy Code, by the Debtors or Reorganized Debtors, as applicable, upon assumption of the relevant executory contract or unexpired lease. In advance of the Confirmation Hearing, the Debtors shall have served a notice on parties to executory contracts and unexpired leases to be assumed

reflecting the Debtors' intent to assume the contract or lease in connection with this Plan and setting forth the proposed Cure Amount (if any). Unless a different agreement has been reached with the counterparty, upon payment in full of the Cure Amount, any and all proofs of Claim based upon an executory contract or unexpired lease that has been assumed in the Chapter 11 Cases or hereunder shall be deemed Disallowed and expunged without any further notice to or action by any party or order of the Bankruptcy Court.

(b) If there is a dispute regarding (i) any Cure Amount, (ii) the ability of the Debtors to provide adequate assurance of future performance (within the meaning of section 365 of the Bankruptcy Code) under the contract or lease to be assumed, or (iii) any other matter pertaining to assumption or assumption and assignment, such dispute shall be heard by the Bankruptcy Court prior to such assumption or assumption and assignment being effective. Any counterparty to an executory contract or unexpired lease that fails to object timely to the notice of the proposed assumption or assumption and assignment of such executory contract or unexpired lease or the relevant Cure Amount by the deadline to object to confirmation of this Plan, shall be deemed to have consented to such assumption or assumption and assignment and the Cure Amount (even if Zero Dollars ($0)), and shall be forever barred, estopped, and enjoined from challenging the validity of such assumption or assumption and assignment or the amount of such Cure Amount thereafter.

8.3 ***Survival of the Debtors' Indemnification and Reimbursement Obligations.***

(a) Notwithstanding anything in the Plan (including Section 10.3 of the Plan), any indemnification of the Debtors' officers, directors, members, agents, or employees (other than Non-Released Parties) who serve in such capacity provided for in the Debtors' bylaws, certificates of incorporation, other formation documents or board resolutions with respect to all present and future actions, suits, and proceedings against the Debtors or such officers, directors, members, managers, agents, or employees based upon any act or omission for or on behalf of the Debtors shall (i) remain in full force and effect, (ii) not be discharged, impaired, or otherwise affected in any way, including by the Plan, the Plan Supplement, or the Confirmation Order, (iii) not be limited, reduced or terminated after the Effective Date, and (iv) survive unimpaired and unaffected irrespective of whether such obligation is owed for an act or event occurring before, on or after the Petition Date, *provided*, that the Reorganized Debtors shall not indemnify officers, directors, members, or managers, as applicable, of the Debtors for any claims or Causes of Action (i) arising out of or relating to any act or omission that constitutes intentional fraud, gross negligence, or willful misconduct or (ii) that are not indemnified by such indemnification obligation; *provided*, further, that the obligations in this section shall not apply to any Non-Released Party and any obligations to indemnify a Non-Released Party shall be terminated upon the occurrence of the Effective Date. All such obligations shall be deemed and treated as executory contracts to be assumed by the Debtors under the Plan and shall continue as obligations of the Reorganized Debtors regardless of whether such obligations are included on the Schedule of Assumed Contracts and Leases. Any claim based on the Debtors' obligations under the Plan shall not be a Disputed Claim or subject to any objection, in either case, by reason of section 502(e)(1)(B) of the Bankruptcy Code.

(b) After the Effective Date, the Reorganized Debtors shall not terminate or otherwise reduce the coverage under any directors' and officers' insurance policies (including

any "tail policy") in effect as of the Confirmation Date, and all members, managers, directors, and officers of the Debtors who served in such capacity at any time prior to the Effective Date shall be entitled to the full benefits of any such policy for the full term of such policy regardless of whether such members, managers, directors, and/or officers remain in such positions after the Effective Date.

8.4 ***Compensation and Benefit Plans.***

Unless otherwise provided in this Plan and except as applicable to any Non-Released Party, all employment policies, and all compensation and benefits plans, policies, and programs of the Debtors applicable to their respective employees, retirees, and non-employee directors, including all savings plans, retirement plans, healthcare plans, disability plans, severance benefit plans, incentive plans, and life and accidental death and dismemberment insurance plans, are deemed to be, and shall be treated as, executory contracts under this Plan and, on the Effective Date, shall be assumed pursuant to sections 365 and 1123 of the Bankruptcy Code regardless of whether such obligations are identified on the Schedule of Assumed Contracts and Leases. For the avoidance of doubt, any awards granted under the Management Incentive Plan shall be governed by such plan and shall not be subject to any provisions of the foregoing assumed plans, programs, or arrangements.

8.5 ***Insurance Policies.***

All insurance policies to which any Debtor is a party as of the Effective Date shall be deemed to be and treated as executory contracts, shall be assumed or assumed and assigned by the applicable Debtor regardless of whether such obligations are identified on the Schedule of Assumed Contracts and Leases, and shall vest in the Reorganized Debtors and continue in full force and effect thereafter in accordance with their respective terms.

8.6 ***Rejection Damages Claims.***

In the event that the rejection of an executory contract or unexpired lease hereunder results in damages to the other party or parties to such executory contract or unexpired lease, any Claim for such damages shall be classified and treated in Class 4A (Unsecured Trade Claims) or Class 4B (Other Unsecured Claims), as applicable and as determined by the Debtors or Reorganized Debtors, as applicable. Such Claim shall be forever barred and shall not be enforceable against the Debtors or the Reorganized Debtors, as applicable, or their respective Estates, properties or interests in property as agents, successors, or assigns, unless a proof of Claim is filed with the Bankruptcy Court and served upon counsel for the Debtors or the Reorganized Debtors, as applicable, no later than forty-five (45) days after the filing and service of the notice of the occurrence of the Effective Date.

8.7 ***Reservation of Rights.***

(a) Neither the exclusion nor the inclusion by the Debtors of any contract or lease on any exhibit, schedule, or other annex to this Plan or in the Plan Supplement, nor anything contained in this Plan, shall constitute an admission by the Debtors that any such

contract or lease is or is not an executory contract or unexpired lease or that the Debtors or the Reorganized Debtors or their respective affiliates has any liability thereunder.

(b) Except as otherwise provided in this Plan, or in a previously entered order of the Bankruptcy Court, nothing shall waive, excuse, limit, diminish, or otherwise alter any of the defenses, claims, Causes of Action, or other rights of the Debtors or the Reorganized Debtors under any executory or non-executory contract or unexpired or expired lease.

(c) Nothing in this Plan shall increase, augment, or add to any of the duties, obligations, responsibilities, or liabilities of the Debtors or the Reorganized Debtors, as applicable, under any executory or non-executory contract or unexpired or expired lease.

(d) For the avoidance of doubt, nothing in this Plan shall or shall be deemed to constitute a waiver of any rights, claims and/or remedies of any Prepetition Lender against another Prepetition Lender(s) or the Syndicated Facility Agent under the Syndicated Facility Agreement, including, the New Incremental Term Loans (as defined in the Incremental Assumption and Amendment Agreement, dated as of October 16, 2018), the other SFA Loan Documents or any related instrument, agreement or document.

(e) If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of its assumption under this Plan, the Debtors or Reorganized Debtors, as applicable, shall have sixty (60) days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease.

ARTICLE IX. CONDITIONS PRECEDENT TO THE OCCURRENCE OF THE EFFECTIVE DATE.

9.1 *Conditions Precedent to the Effective Date.*

The Effective Date shall not occur unless all of the following conditions precedent have been satisfied or waived in accordance with Section 9.3 of this Plan:

(a) the Bankruptcy Court shall have entered the Confirmation Order and such order shall have become a Final Order;

(b) the DIP Orders shall remain in full force and effect and no event of default under the DIP Documents shall have occurred or be continuing and an acceleration of the obligations or termination of the DIP Lenders' commitments under the DIP Documents shall not have occurred;

(c) the Plan Supplement and all of the schedules, documents, and exhibits contained therein, and all other schedules, documents, supplements and exhibits to the Plan, shall have been filed with the Bankruptcy Court and shall be acceptable to the relevant persons in accordance with the applicable consent and approval rights provided herein or in the Plan Sponsor Agreement;

(d) all conditions precedent to the consummation of the Direct Investment set forth in the Plan Sponsor Agreement shall have been satisfied or waived in accordance with the terms thereof and no termination event thereunder shall have occurred and not been waived;

(e) the Restructuring, Restructuring Transactions, Corporate Restructuring and Corporate Restructuring Steps shall have been (or substantially concurrently shall be) consummated, in each case in accordance with (and subject to the consent rights set forth in) the Plan and Plan Sponsor Agreement;

(f) the Debtors shall have paid all Restructuring Expenses incurred, or estimated to be incurred, through the Effective Date in accordance with the Plan;

(g) the Debtors shall have paid the Litigation Trust Cash Amount to the Litigation Trust and the Trade Claim Cash Amount shall have been funded in accordance with the terms of this Plan and the Plan Sponsor Agreement;

(h) the Plan Sponsor shall have paid any amounts payable by it pursuant to Section 5.8 to the persons entitled thereto;

(i) the Amended Organizational Documents shall have been entered into or otherwise made effective on terms consistent in all material respects with the Plan Sponsor Agreement.

(j) the Litigation Trust Agreement, in form and substance reasonably acceptable to the Creditors' Committee, Plan Sponsor, and the Debtors, shall have been entered into and become effective;

(k) the Company shall have received the full Direct Investment Amount and the New Equity Interests shall have been issued in accordance with the Plan and the Plan Sponsor Agreement;

(l) the Plan shall not have been materially amended, altered or modified from the Plan as confirmed by the Confirmation Order, unless such material amendment, alteration or modification has been made in accordance with Section 12.1 of the Plan and the Plan Sponsor Agreement;

(m) each Subsidiary Guarantor (as defined in the Syndicated Facility Agreement) shall be released pursuant to this Plan, valid action under the SFA, or by order of the Bankruptcy Court from any guarantees of, and all liens on its assets or properties securing, the "Obligations" (as defined in the Syndicated Facility Agreement), or otherwise evidenced in a manner reasonably satisfactory to the Plan Sponsor;

(n) there shall not be in effect any (a) order, opinion, ruling, or other decision entered by any court or other Governmental Unit or (b) U.S. or other applicable law staying, restraining, enjoining, prohibiting, or otherwise making illegal the implementation of any of the transactions contemplated by the Plan;

(o) all Foreign Enforcement Actions necessary to implement the transactions contemplated by this Plan have been successfully resolved and are subject to an order, judgment, or other approval that is in full force and effect and not subject to unfulfilled conditions (other than approval of a Deed of Company Arrangement or other arrangements in connection with the Speedcast Parent Administration to the extent such requires the occurrence of the Effective Date prior to approval), and all applicable waiting periods have expired without any action having been taken by any competent authority that would restrain, prevent, or otherwise impose materially adverse conditions on such transactions;

(p) The Intelsat Contract (as such term is used in the *Order Authorizing Debtors to Enter Into Material Contract with Intelsat US LLC* (Docket No. 545)) shall not have been terminated by the Debtors;

(q) to the extent approval of the Plan Sponsor Agreement or the Plan is required by the shareholders of Speedcast Parent under the ASX Listing Rules or the *Corporations Act 2001* (Cth), (i) Speedcast Parent has received a waiver of the requirement for shareholder approval from the ASX or ASIC (as applicable) or confirmation from the ASX or ASIC (as applicable) that such approval of the transactions contemplated by the Plan Sponsor Agreement and the Plan by the shareholders of Speedcast Parent is not required, and such waiver or confirmation is not revoked or withdrawn; and (ii) if such waiver or confirmation is subject to any conditions, any such conditions are satisfied; and

(r) all governmental and regulatory approvals, orders and consents (including, to the extent applicable, from the Committee on Foreign Investment in the United States, the Defense Counterintelligence and Security Agency, the Bankruptcy Court and the Foreign Investment Review Board of Australia) necessary in connection with the transactions provided for in this Plan have been obtained, are not subject to unfulfilled conditions, and are in full force and effect, and all applicable waiting periods have expired without any action having been taken by any competent authority that would restrain, prevent, or otherwise impose materially adverse conditions on such transactions.

9.2 *Timing of Conditions Precedent.*

Except as otherwise provided herein, all actions required to be taken on the Effective Date shall take place and shall be deemed to have occurred simultaneously and no such action shall be deemed to have occurred prior to the taking of any other such action.

9.3 *Waiver of Conditions Precedent.*

(a) Each of the conditions precedent to the occurrence of the Effective Date (other than Section 9.1(a) and 9.1(h)) may be waived in writing by the Debtors subject to the written consent of (i) the Plan Sponsor, and (ii) solely with respect to Section 9.1(p) and conditions precedent related to the Litigation Trust, the Creditors' Committee. If any such condition precedent is waived pursuant to this Section and the Effective Date occurs, each party agreeing to waive such condition precedent shall be estopped from withdrawing such waiver after the Effective Date or otherwise challenging the occurrence of the Effective Date on the basis that such condition was not satisfied. If this Plan is confirmed for fewer than all of the

Debtors subject to Section 5.16 of this Plan, only the conditions applicable to the Debtor or Debtors for which this Plan is confirmed must be satisfied or waived for the Effective Date to occur.

(b) The stay of the Confirmation Order pursuant to Bankruptcy Rule 3020(e) shall be deemed waived by and upon the entry of the Confirmation Order, and the Confirmation Order shall take effect immediately upon its entry.

9.4 ***Effect of Failure of a Condition.***

If the conditions listed in Section 9.1 are not satisfied or waived in accordance with Section 9.3 on or before the Outside Date (as defined in, and as may be extended pursuant to, the Plan Sponsor Agreement) or by such later date acceptable to the Plan Sponsor, this Plan shall be null and void in all respects and nothing contained in this Plan or the Disclosure Statement shall (i) constitute a waiver or release of any Claims by or against or any Interests in the Debtors, (ii) prejudice in any manner the rights of any Entity, or (iii) constitute an admission, acknowledgement, offer, or undertaking by the Debtors or any other Entity.

9.5 ***Substantial Consummation.***

"Substantial Consummation" of the Plan, as defined in section 1101(2) of the Bankruptcy Code, with respect to any of the Debtors, shall be deemed to occur on the Effective Date with respect to such Debtor.

ARTICLE X. EFFECT OF CONFIRMATION.

10.1 ***Binding Effect.***

Except as otherwise provided in section 1141(d)(3) of the Bankruptcy Code, and subject to the occurrence of the Effective Date, on and after the entry of the Confirmation Order, the provisions of this Plan shall bind every holder of a Claim against or Interest in any Debtor and inure to the benefit of and be binding on such holder's respective successors and assigns, regardless of whether the Claim or Interest of such holder is impaired under this Plan and whether such holder has voted to accept or reject this Plan.

10.2 ***Vesting of Assets.***

Except as otherwise provided in this Plan, on and after the Effective Date, all Assets of the Estates, including all claims, rights, and Causes of Action and any property acquired by the Debtors or New Speedcast Parent under or in connection with this Plan, shall vest in each respective Reorganized Debtor free and clear of all Claims, Liens, charges, other encumbrances, and Interests, except as provided pursuant to the Plan, or the Confirmation Order. Subject to the terms of this Plan, on and after the Effective Date, the Reorganized Debtors may operate their businesses whether in or other than in the ordinary course of business, and may use, acquire, and dispose of property and prosecute, compromise, or settle any Claims (including any Administrative Expense Claims) and Causes of Action without supervision of or approval by the Bankruptcy Court and free and clear of any restrictions of the Bankruptcy Code or the Bankruptcy Rules other than restrictions expressly imposed by this Plan or the Confirmation

Order. Without limiting the foregoing, the Reorganized Debtors may pay the charges that they incur on or after the Effective Date for professional fees, disbursements, expenses, or related support services without application to the Bankruptcy Court.

10.3 ***Discharge of Claims Against and Interests in the Debtors.***

Upon the Effective Date and in consideration of the distributions to be made under this Plan, except as otherwise provided in this Plan or in the Confirmation Order, each holder (as well as any trustee or agent on behalf of such holder) of a Claim or Interest and any successor, assign, and affiliate of such holder shall be deemed to have forever waived, released, and discharged the Debtors, to the fullest extent permitted by section 1141 of the Bankruptcy Code, of and from any and all Claims, Interests, rights, and liabilities that arose prior to the Effective Date, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands or liabilities that arose before the Effective Date, any liability (including withdrawal liability) to the extent such Claims or Interests relate to services performed by employees of the Debtors before the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code. Except as otherwise provided in this Plan, upon the Effective Date, all such holders of Claims and Interests and their successors, assigns, and affiliates shall be forever precluded and enjoined, pursuant to sections 105, 524, and 1141 of the Bankruptcy Code, from prosecuting or asserting any such discharged Claim against or terminated Interest in any Debtor or any Reorganized Debtor or any of their assets or properties.

10.4 ***Term of Pre-Confirmation Injunctions and Stays.***

Unless otherwise provided in this Plan, all injunctions and stays arising under or entered during the Chapter 11 Cases, whether under sections 105 or 362 of the Bankruptcy Code or otherwise, and in existence on the date of entry of the Confirmation Order, shall remain in full force and effect until the later of the Effective Date and the date indicated in the order providing for such injunction or stay.

10.5 ***Plan Injunction.***

(a) Except as otherwise provided in the Plan or in the Confirmation Order, from and after the Effective Date, pursuant to section 524(a) of the Bankruptcy Code, all Persons or Entities who have held, hold, or may hold Claims or Interests (whether proof of such Claims or Interests has been filed or not and whether or not such Persons or Entities vote in favor of, against or abstain from voting on the Plan or are presumed to have accepted or deemed to have rejected the Plan), and other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, and affiliates, that have been released, discharged, or are subject to exculpation, are, with respect to any such Claim or Interest, permanently enjoined after the entry of the

Confirmation Order from: (i) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including any proceeding in a judicial, arbitral, administrative, or other forum) against or affecting, directly or indirectly, a Debtor, a Reorganized Debtor, a Released Party, or an Estate or the property of any of the foregoing, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons mentioned in this subsection (i) or any property of any such transferee or successor; (ii) enforcing, levying, attaching (including any prejudgment attachment), collecting, or otherwise recovering in any manner or by any means, whether directly or indirectly, any judgment, award, decree, or order against a Debtor, a Reorganized Debtor, a Released Party, or an Estate or its property, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons mentioned in this subsection (ii) or any property of any such transferee or successor; (iii) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against a Debtor, a Reorganized Debtor, a Released Party, or an Estate or any of its property, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons mentioned in this subsection (iii) or any property of any such transferee or successor; (iv) asserting any right of setoff, directly or indirectly, against any obligation due from asserting any right of setoff, directly or indirectly, against any obligation due from a Debtor, a Reorganized Debtor, a Released Party or an Estate or any of its property, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons mentioned in this subsection (iv) or any property of any such transferee or successor; (v) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan to the full extent permitted by applicable law; and (vi) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of the Plan; provided, that nothing contained in the Plan shall preclude such Persons or Entities who have held, hold, or may hold Claims against, or Interests in, a Debtor, a Reorganized Debtor, a Released Party, or an Estate from exercising their rights and remedies, or obtaining benefits, pursuant to and consistent with the terms of the Plan.

(b) By accepting distributions pursuant to the Plan, each holder of an Allowed Claim or Allowed Interest shall be deemed to have affirmatively and specifically consented to be bound by the Plan, including the injunctions set forth in this Section 10.5 of the Plan.

(c) For the avoidance of doubt, the injunctions set forth in this Section 10.5 of the Plan prohibit the enforcement of the Syndicated Facility Agreement against any SFA Loan Party.

10.6 ***Releases.***

(a) <u>RELEASES BY THE DEBTORS</u>. AS OF THE EFFECTIVE DATE, EXCEPT FOR THE RIGHTS AND REMEDIES THAT REMAIN IN EFFECT FROM AND AFTER THE EFFECTIVE DATE TO ENFORCE THE PLAN AND THE OBLIGATIONS CONTEMPLATED BY THE PLAN DOCUMENTS AND THE DOCUMENTS IN THE PLAN SUPPLEMENT, ON AND AFTER THE EFFECTIVE

DATE, THE RELEASED PARTIES WILL BE DEEMED CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED, BY THE DEBTORS, THE REORGANIZED DEBTORS, AND THE ESTATES, IN EACH CASE ON BEHALF OF THEMSELVES AND THEIR RESPECTIVE SUCCESSORS, ASSIGNS, AND REPRESENTATIVES AND ANY AND ALL OTHER PERSONS THAT MAY PURPORT TO ASSERT ANY CAUSE OF ACTION DERIVATIVELY, BY OR THROUGH THE FOREGOING PERSONS, INCLUDING THE LITIGATION TRUST (IF ESTABLISHED), FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, SUITS, JUDGMENTS, DAMAGES, DEMANDS, DEBTS, RIGHTS, AND CAUSES OF ACTION, LOSSES, REMEDIES, OR LIABILITIES WHATSOEVER (INCLUDING ANY DERIVATIVE CLAIMS, ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, THE REORGANIZED DEBTORS, OR THE ESTATES), WHETHER LIQUIDATED OR UNLIQUIDATED, FIXED OR CONTINGENT, MATURED OR UNMATURED, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, ACCRUED OR UNACCRUED, EXISTING OR HEREINAFTER ARISING, WHETHER IN LAW OR EQUITY, WHETHER SOUNDING IN TORT OR CONTRACT, WHETHER ARISING UNDER FEDERAL OR STATE STATUTORY OR COMMON LAW, OR ANY OTHER APPLICABLE INTERNATIONAL, FOREIGN, OR DOMESTIC LAW, RULE, STATUTE, REGULATION, TREATY, RIGHT, DUTY, REQUIREMENTS OR OTHERWISE THAT THE DEBTORS, THE REORGANIZED DEBTORS, THE ESTATES, OR THEIR AFFILIATES WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST OR OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THE CHAPTER 11 CASES, THE RESTRUCTURING, THE DIP DOCUMENTS, THE SYNDICATED FACILITY AGREEMENT, ANY SFA LOAN DOCUMENT, AND ANY RELATED INSTRUMENT, AGREEMENT, OR DOCUMENT, THE PLAN SPONSOR AGREEMENT, THE EQUITY COMMITMENT AGREEMENT, THE DIRECT INVESTMENT, THE FORBEARANCE AGREEMENT, THE AMENDED ORGANIZATIONAL DOCUMENTS, THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS OR THE REORGANIZED DEBTORS, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN ANY DEBTOR AND ANY RELEASED PARTY, THE RESTRUCTURING OF CLAIMS AND INTERESTS BEFORE OR DURING THE CHAPTER 11 CASES, THE PLAN, THE DISCLOSURE STATEMENT, THE PLAN DOCUMENTS AND THE DOCUMENTS IN THE PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS, OR OTHER DOCUMENTS RELATING THERETO, AND THE NEGOTIATION, FORMULATION, PREPARATION OR CONSUMMATION OF ANY DOCUMENTS OR TRANSACTIONS IN CONNECTION WITH ANY OF THE FOREGOING, THE SOLICITATION OF VOTES WITH RESPECT TO THE PLAN, IN ALL CASES BASED UPON ANY ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASES SET FORTH ABOVE DO NOT RELEASE ANY OBLIGATIONS ARISING AFTER EFFECTIVE DATE OF ANY PARTY OR ENTITY UNDER THE PLAN, ANY RESTRUCTURING TRANSACTION, OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THOSE SET FORTH IN THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THE PLAN, INCLUDING THE ASSUMPTION OF THE INDEMNIFICATION PROVISIONS AS SET FORTH IN THE PLAN. FURTHERMORE, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, NOTHING IN THIS PROVISION SHALL, NOR SHALL IT BE DEEMED TO, RELEASE ANY RELEASED PARTY FROM ANY CLAIMS OR CAUSES OF ACTION THAT ARE FOUND, PURSUANT TO A FINAL ORDER, TO BE THE RESULT OF SUCH RELEASED PARTY'S GROSS NEGLIGENCE, ACTUAL FRAUD, OR WILLFUL MISCONDUCT.

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

(b) NON-DEBTOR SFA LOAN PARTY RELEASE.

SOLELY TO THE EXTENT SET FORTH IN THE CONFIRMATION ORDER, ENTRY OF THE CONFIRMATION ORDER BY THE BANKRUPTCY COURT SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE RELEASES IN THIS SECTION 10.6(B) OF THE PLAN (THE "NON-DEBTOR SFA LOAN PARTY RELEASE"), WHICH INCLUDES, BY REFERENCE, EACH OF THE RELATED PROVISIONS AND DEFINITIONS UNDER THE PLAN, AND, FURTHERMORE, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE NON-DEBTOR SFA LOAN PARTY RELEASE IS (I) ESSENTIAL TO THE CONFIRMATION OF THE PLAN, (II) GIVEN IN EXCHANGE FOR THE GOOD, VALUABLE AND ADEQUATE CONSIDERATION PROVIDED BY THE NON-DEBTOR SFA LOAN PARTIES, INCLUDING ON ACCOUNT OF THEIR CONTRIBUTION TO THE DISTRIBUTIONS PROVIDED PURSUANT TO THIS PLAN, (III) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE NON-DEBTOR SFA LOAN

PARTY RELEASE, (IV) IN THE BEST INTERESTS OF THE DEBTORS AND THEIR ESTATES, (V) FAIR, EQUITABLE AND REASONABLE, (VI) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING, AND/OR (VII) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE NON-DEBTOR SFA LOAN PARTY RELEASE.

NOTWITHSTANDING ANYTHING IN THIS PLAN, SOLICITATION PROCEDURES OR ANY BALLOT TO THE CONTRARY, SOLELY TO THE EXTENT SET FORTH IN THE CONFIRMATION ORDER, EACH NON-DEBTOR SFA LOAN PARTY WILL, ON ACCOUNT OF THEIR CONTRIBUTIONS UNDER THIS PLAN, BE DEEMED CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION WHATSOEVER, WHETHER LIQUIDATED OR UNLIQUIDATED, FIXED OR CONTINGENT, MATURED OR UNMATURED, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT, OR OTHERWISE BY STATUTE, VIOLATIONS OF FEDERAL OR STATE SECURITIES LAWS OR OTHERWISE, ARISING UNDER THE SYNDICATED FACILITY AGREEMENT, ANY SFA LOAN DOCUMENT AND ANY RELATED INSTRUMENT, AGREEMENT AND DOCUMENT.

(c) RELEASE OF LIENS. Except as otherwise specifically provided in the Plan, the Plan Documents, the DIP Documents, or in any contract, instrument, release, or other agreement or document contemplated under or executed in connection with the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim, satisfaction in full of the secured portion of such Claim, including the Syndicated Facility Secured Claim, that is Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates and the SFA Loan Parties (to the extent set forth in the Confirmation Order) shall be fully released and discharged, and all of the right, title, and interest of any holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Reorganized Debtors or the non-Debtor SFA Loan Parties, as applicable (or other owner of such property as the case may be), and their successors and assigns, in each case, without any further approval or order of the Bankruptcy Court and without any action or filing being required to be made by the Debtors or non-Debtor SFA Loan Parties, as applicable.

10.7 *Releases by Holders of Claims and Interests*

AS OF THE EFFECTIVE DATE, EXCEPT FOR THE RIGHTS AND REMEDIES THAT REMAIN IN EFFECT FROM AND AFTER THE EFFECTIVE DATE TO ENFORCE THE PLAN AND THE OBLIGATIONS CONTEMPLATED BY THE PLAN DOCUMENTS, AND THE DOCUMENTS IN THE PLAN SUPPLEMENT, ON AND AFTER THE EFFECTIVE DATE, THE RELEASED PARTIES WILL BE

DEEMED CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED BY THE RELEASING PARTIES, FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION WHATSOEVER (INCLUDING ANY DERIVATIVE CLAIMS, ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, THE REORGANIZED DEBTORS, OR THEIR ESTATES), WHETHER LIQUIDATED OR UNLIQUIDATED, FIXED OR CONTINGENT, MATURED OR UNMATURED, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT, OR OTHERWISE BY STATUTE, VIOLATIONS OF FEDERAL OR STATE SECURITIES LAWS OR OTHERWISE, THAT SUCH HOLDERS OR THEIR ESTATES, AFFILIATES, HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, ASSIGNS, MANAGERS, ACCOUNTANTS, ATTORNEYS, REPRESENTATIVES, CONSULTANTS, AGENTS, AND ANY OTHER PERSONS CLAIMING UNDER OR THROUGH THEM WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST OR OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THE REORGANIZED DEBTORS, OR THEIR ESTATES, THE CHAPTER 11 CASES, THE RESTRUCTURING, THE DIP DOCUMENTS, THE SYNDICATED FACILITY AGREEMENT, ANY SFA LOAN DOCUMENT, AND ANY RELATED INSTRUMENT, AGREEMENT, OR DOCUMENT, THE EQUITY COMMITMENT AGREEMENT, THE DIRECT INVESTMENT, THE FORBEARANCE AGREEMENT, THE AMENDED ORGANIZATIONAL DOCUMENTS, THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS OR THE REORGANIZED DEBTORS, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS OR INTERACTIONS BETWEEN ANY DEBTOR AND ANY RELEASED PARTY, THE RESTRUCTURING, THE RESTRUCTURING OF ANY CLAIMS OR INTERESTS BEFORE OR DURING THE CHAPTER 11 CASES, THE PLAN, THE DISCLOSURE STATEMENT, THE PLAN SPONSOR AGREEMENT, THE PLAN DOCUMENTS AND THE DOCUMENTS IN THE PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS, OR OTHER DOCUMENTS RELATING THERETO, AND THE NEGOTIATION, FORMULATION, PREPARATION OR CONSUMMATION OF ANY DOCUMENTS OR TRANSACTIONS IN CONNECTION WITH ANY OF THE FOREGOING, OR THE SOLICITATION OF VOTES WITH RESPECT TO THE PLAN, IN ALL CASES BASED UPON ANY ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCES TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASES SET FORTH ABOVE DO NOT RELEASE ANY OBLIGATIONS ARISING AFTER EFFECTIVE DATE OF ANY PARTY OR ENTITY UNDER THE PLAN, ANY RESTRUCTURING TRANSACTION, OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THOSE SET FORTH IN THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THE PLAN,

INCLUDING THE ASSUMPTION OF THE INDEMNIFICATION PROVISIONS AS SET FORTH IN THE PLAN.

ENTRY OF THE CONFIRMATION ORDER BY THE BANKRUPTCY COURT SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE RELEASES IN SECTION 10.7 OF THE PLAN (THE "THIRD-PARTY RELEASE"), WHICH INCLUDES, BY REFERENCE, EACH OF THE RELATED PROVISIONS AND DEFINITIONS UNDER THE PLAN, AND, FURTHERMORE, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE THIRD-PARTY RELEASE IS (I) CONSENSUAL, (II) ESSENTIAL TO THE CONFIRMATION OF THE PLAN, (III) GIVEN IN EXCHANGE FOR THE GOOD, VALUABLE AND ADEQUATE CONSIDERATION PROVIDED BY THE RELEASED PARTIES, (IV) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE THIRD-PARTY RELEASE, (V) IN THE BEST INTERESTS OF THE DEBTORS AND THEIR ESTATES, (VI) FAIR, EQUITABLE AND REASONABLE, (VII) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING, AND (VIII) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE THIRD-PARTY RELEASE.

10.8 ***Exculpation.***

EFFECTIVE AS OF THE EFFECTIVE DATE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND WITHOUT AFFECTING OR LIMITING EITHER THE ESTATE RELEASE SET FORTH IN SECTION 10.6 HEREIN OR THE CONSENSUAL RELEASES BY HOLDERS OF CLAIMS SET FORTH IN SECTION 10.7 HEREIN, AND NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, NO EXCULPATED PARTY WILL HAVE OR INCUR, AND EACH EXCULPATED PARTY WILL BE RELEASED AND EXCULPATED FROM, ANY CLAIM, OBLIGATION, SUIT, JUDGMENT, DAMAGE, DEMAND, DEBT, RIGHT, CAUSE OF ACTION, LOSS, REMEDY, AND LIABILITY FOR ANY CLAIM IN CONNECTION WITH OR ARISING OUT OF THE ADMINISTRATION OF THE CHAPTER 11 CASES; THE NEGOTIATION, PURSUIT, FORMULATION, PREPARATION OR CONSUMMATION OF THE DIP FACILITY, THE SYNDICATED FACILITY AGREEMENT, THE EQUITY COMMITMENT AGREEMENT, THE PLAN SPONSOR AGREEMENT, THE FORBEARANCE AGREEMENT, THE DIRECT INVESTMENT, THE MANAGEMENT INCENTIVE PLAN, THE AMENDED ORGANIZATIONAL DOCUMENTS, THE DISCLOSURE STATEMENT, THE RESTRUCTURING, THE PLAN AND THE PLAN DOCUMENTS (INCLUDING THE DOCUMENTS IN THE PLAN SUPPLEMENT), OR THE SOLICITATION OF VOTES FOR, OR CONFIRMATION OF, THE PLAN; THE FUNDING OR CONSUMMATION OF THE PLAN; THE OCCURRENCE OF THE EFFECTIVE DATE; THE ADMINISTRATION OF THE PLAN OR THE PROPERTY TO BE DISTRIBUTED UNDER THE PLAN; THE ISSUANCE OF SECURITIES UNDER OR IN CONNECTION WITH THE PLAN; THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS OR THE REORGANIZED DEBTORS; OR THE TRANSACTIONS IN FURTHERANCE OF ANY OF THE

FOREGOING; OTHER THAN CLAIM, OBLIGATION, SUIT, JUDGMENT, DAMAGE, DEMAND, DEBT, RIGHT, CAUSE OF ACTION, LOSS, AND LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATED TO ANY ACT OR OMISSION OF AN EXCULPATED PARTY THAT CONSTITUTES INTENTIONAL FRAUD, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE AS DETERMINED BY A FINAL ORDER. THE EXCULPATED PARTIES HAVE ACTED IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE WITH REGARD TO THE SOLICITATION AND DISTRIBUTION OF SECURITIES PURSUANT TO THE PLAN AND, THEREFORE, ARE NOT, AND ON ACCOUNT OF SUCH DISTRIBUTIONS WILL NOT BE, LIABLE AT ANY TIME FOR THE VIOLATION OF ANY APPLICABLE LAW, RULE, OR REGULATION GOVERNING THE SOLICITATION OF ACCEPTANCES OR REJECTIONS OF THE PLAN OR SUCH DISTRIBUTIONS MADE PURSUANT TO THE PLAN, INCLUDING THE ISSUANCE OF SECURITIES THEREUNDER.

10.9 ***Injunction Related to Releases and Exculpation.***

Except for the rights that remain in effect from and after the Effective Date to enforce this Plan and the Plan Documents, the Confirmation Order shall permanently enjoin the commencement or prosecution by any Entity, whether directly, derivatively, or otherwise, of any Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, losses, or liabilities released or exculpated pursuant to this Plan.

10.10 ***Subordinated Claims.***

The allowance, classification, and treatment of all Allowed Claims and Allowed Interests and the respective distributions and treatments thereof under this Plan take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, sections 510(b), or 510(c) of the Bankruptcy Code, or otherwise. Pursuant to section 510 of the Bankruptcy Code, the Debtors and Reorganized Debtors, as applicable, reserve the right to reclassify any Allowed Claim or Allowed Interest in accordance with any contractual, legal, or equitable subordination relating thereto.

10.11 ***Retention of Causes of Action and Reservation of Rights.***

Subject to Sections 10.6, 10.7,10.8, and 10.9 of this Plan, nothing contained in this Plan or the Confirmation Order shall be deemed to be a waiver or relinquishment of any rights, claims, Causes of Action, rights of setoff or recoupment, or other legal or equitable defenses that the Debtors had immediately before the Effective Date on behalf of the Estates or of themselves in accordance with any provision of the Bankruptcy Code or any applicable nonbankruptcy law. Subject to Sections 10.6, 10.7, 10.8, and 10.9 of this Plan, and except as provided in any order entered by the Bankruptcy Court, the Reorganized Debtors shall have, retain, reserve, and be entitled to assert all such claims, Causes of Action, rights of setoff or recoupment, and other legal or equitable defenses as fully as if the Chapter 11 Cases had not been commenced, and all of the Debtors' legal and equitable rights in respect of any Unimpaired

Claim may be asserted after the Effective Date to the same extent as if the Chapter 11 Cases had not been commenced.

10.12 ***Ipso Facto and Similar Provisions Ineffective.***

Any term of any policy, contract, or other obligation applicable to a Debtor shall be void and of no further force or effect with respect to any Debtor to the extent that such term is conditioned on, creates an obligation of the Debtor as a result of, or gives rise to a right of any Entity based on any of the following: (i) the insolvency or financial condition of a Debtor; (ii) the commencement of the Chapter 11 Cases; (iii) the confirmation or consummation of this Plan, including any change of control that will occur as a result of such consummation; (iv) any change of control resulting from Restructuring Transactions; (v) the commencement of any Foreign Enforcement Action or similar proceeding; or (vi) the Restructuring.

ARTICLE XI. RETENTION OF JURISDICTION.

11.1 ***Retention of Jurisdiction.***

Pursuant to sections 105(c) and 1142 of the Bankruptcy Code and notwithstanding entry of the Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, the Bankruptcy Court shall retain exclusive jurisdiction, pursuant to 28 U.S.C. §§ 1334 and 157, over all matters arising in or related to the Chapter 11 Cases, other than with respect to the Speedcast Parent Administration, the Deed of Company Arrangement, the Speedcast Parent Liquidation, as applicable, or any matters subject to the jurisdiction of a voluntary foreign recognition, administration, or similar proceedings commenced to implement the terms of the Restructuring or this Plan, for, among other things, the following purposes:

(a) to hear and determine applications for the assumption or rejection of executory contracts or unexpired leases and any disputes over Cure Amounts resulting therefrom;

(b) to determine any motion, adversary proceeding, application, contested matter, and other litigated matter in the Chapter 11 Cases pending on or commenced after the entry of the Confirmation Order, including adjudication of the Litigation Trust Causes of Action;

(c) to hear and resolve any disputes arising from or related to (i) any orders of the Bankruptcy Court granting relief under Bankruptcy Rule 2004 or (ii) any protective orders entered by the Bankruptcy Court in connection with the foregoing;

(d) to ensure that distributions to holders of Allowed Claims are accomplished as provided in this Plan and the Confirmation Order;

(e) to consider Claims or the allowance, classification, priority, compromise, estimation, or payment of any Claim, including any Administrative Expense Claim;

(f) to enter, implement, or enforce such orders as may be appropriate in the event that the Confirmation Order is for any reason stayed, reversed, revoked, modified, or vacated;

(g) to issue and enforce injunctions and releases, enter and implement other orders, and take such other actions as may be necessary or appropriate to restrain interference by any Entity with the consummation, implementation, or enforcement of this Plan, the Confirmation Order, or any other order of the Bankruptcy Court;

(h) to hear and determine any application to modify this Plan in accordance with section 1127 of the Bankruptcy Code to remedy any defect or omission or reconcile any inconsistency in this Plan, the Disclosure Statement, or any order of the Bankruptcy Court, including the Confirmation Order, in such a manner as may be necessary to carry out the purposes and effects thereof;

(i) to hear and determine all Fee Claims and Restructuring Expenses;

(j) to resolve disputes concerning Disputed Claims and any retained amounts with respect to Disputed Claims or the administration thereof, including disagreement between the Reorganized Debtors and the Litigation Trustee regarding the allowance of certain Disputed Claims as provided for in section 7.2(c) or information requests from the Litigation Trustee to the Reorganized Debtors;

(k) to hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of this Plan, the Confirmation Order, any transactions or payments in furtherance of either, or any agreement, instrument, or other document governing or related to any of the foregoing;

(l) to take any action and issue such orders, including any such action or orders as may be necessary after entry of the Confirmation Order or the occurrence of the Effective Date, as may be necessary to construe, enforce, implement, execute, and consummate this Plan, including any release, exculpation, or injunction provisions set forth in this Plan, or to maintain the integrity of this Plan following the occurrence of the Effective Date;

(m) to determine such other matters and for such other purposes as may be provided in the Confirmation Order;

(n) to hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

(o) to hear and determine any other matters related to the Chapter 11 Cases and not inconsistent with the Bankruptcy Code or title 28 of the United States Code;

(p) to resolve any disputes concerning whether an Entity had sufficient notice of the Chapter 11 Cases, the Disclosure Statement, any solicitation conducted in connection with the Chapter 11 Cases, any bar date established in the Chapter 11 Cases, or any deadline for responding or objecting to a Cure Amount, in each case, for the purpose for determining whether a Claim or Interest is discharged hereunder or for any other purpose;

(q) to recover all Assets of the Debtors and property of the Estates, wherever located;

(r) to enter a final decree closing each of the Chapter 11 Cases;

provided, that upon the execution of the New Organizational Documents and the Amended Organizational Documents, disputes with respect the New Organizational Documents and the Amended Organizational Documents that are not related to the Plan shall otherwise be governed by the jurisdictional, forum selection or dispute resolution clause contained in such document.

ARTICLE XII. MISCELLANEOUS PROVISIONS.

12.1 *Amendments.*

(a) Plan Modifications. Subject to the written consent of (x) the Plan Sponsor, (y) the Creditors' Committee (in the case of this clause (y), whose consent will not be unreasonably withheld) and (z) solely with respect to Sections 5.8 and 9.1(h) and the component definitions thereof, the Initial Plan Sponsor, this Plan may be amended, modified, or supplemented by the Debtors in the manner provided for by section 1127 of the Bankruptcy Code or as otherwise permitted by law, without additional disclosure pursuant to section 1125 of the Bankruptcy Code, except as otherwise ordered by the Bankruptcy Court. In addition, after the Confirmation Date, so long as such action does not materially and adversely affect the treatment of holders of Allowed Claims or Allowed Interests pursuant to this Plan, the Debtors may remedy any defect or omission or reconcile any inconsistencies in this Plan or the Confirmation Order with respect to such matters as may be necessary to carry out the purposes or effects of this Plan, and any holder of a Claim or Interest that has accepted this Plan shall be deemed to have accepted this Plan as amended, modified, or supplemented.

(b) Certain Technical Amendments. Prior to the Effective Date, the Debtors may make appropriate technical adjustments and modifications to this Plan without further order or approval of the Bankruptcy Court; *provided*, that such technical adjustments and modifications do not adversely affect the Plan Sponsor or treatment of holders of Allowed Claims or Allowed Interests under this Plan and are reasonably acceptable to the Creditors' Committee.

12.2 *Revocation or Withdrawal of Plan.*

The Debtors, in consultation with the Creditors' Committee, reserve the right to revoke or withdraw this Plan prior to the Effective Date as to any or all of the Debtors. If, with respect to a Debtor, this Plan has been revoked or withdrawn prior to the Effective Date, or if confirmation or the occurrence of the Effective Date as to such Debtor does not occur on the Effective Date, then, with respect to such Debtor: (i) this Plan shall be null and void in all respects; (ii) any settlement or compromise embodied in this Plan (including the fixing or limiting to an amount any Claim or Interest or Class of Claims or Interests), assumption of executory contracts or unexpired leases affected by this Plan, and any document or agreement executed pursuant to this Plan shall be deemed null and void; and (iii) nothing contained in this Plan shall (a) constitute a waiver or release of any Claim by or against, or any Interest in, such Debtor or any other Entity; (b) prejudice in any manner the rights of such Debtor or any other Person or Entity; or (c) constitute an admission of any sort by any Debtor or any other Person or Entity.

12.3 ***Dissolution of Creditors' Committee.***

Except to the extent provided herein, upon the Effective Date, the current and former members of the Creditors' Committee, and their respective officers, employees, counsel, advisors, and agents, shall be released and discharged of and from all further authority, duties, responsibilities, and obligations related to and arising from and in connection with the Chapter 11 Cases; *provided*, *however*, that following the Effective Date, the Creditors' Committee shall continue in existence and have standing and a right to be heard for the following limited purposes: (a) Claims and/or applications for compensation by Professional Persons; (b) any appeals of the Confirmation Order; (c) any appeals to which the Creditors' Committee is a named party; and (d) any adversary proceedings or contested matters as of the Effective Date to which the Creditors' Committee is a named party. Following the completion of the Creditors' Committee's remaining duties set forth above, the Creditors' Committee shall be dissolved, and the retention or employment of the Creditors' Committee's respective attorneys, accountants, and other agents shall terminate.

12.4 ***Exemption from Certain Transfer Taxes.***

Pursuant to section 1146 of the Bankruptcy Code, the issuance, transfer, or exchange of any security or other property hereunder, including, to the fullest extent permitted by applicable law, all sale transactions consummated by the Debtors and approved by the Bankruptcy Court on and after the Confirmation Date through and including the Effective Date, including any transfers effectuated under this Plan, and any assumption, assignment, or sale by the Debtors of their interests in unexpired leases of nonresidential real property or executory contracts pursuant to section 365(a) of the Bankruptcy Code, shall constitute a "transfer under a plan" within the purview of section 1146 of the Bankruptcy Code and shall not be subject to any stamp, real estate transfer, mortgage, mortgage recording, document recording, conveyance fee or other similar tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, sales tax, use tax or other similar tax or government assessment.

12.5 ***Payment of Statutory Fees.***

All fees payable under section 1930 of chapter 123 of title 28 of the United States Code shall be paid on the Effective Date, or as soon as practicable thereafter, by the Debtors or Reorganized Debtors; *provided*, that all fees payable pursuant to section 1930 of chapter 123 of title 28 of the United States Code prior to the Effective Date shall be paid by the Debtors. Quarterly fees owed to the U.S. Trustee shall be paid when due in accordance with applicable law and the Debtors and Reorganized Debtors shall continue to file reports to show the calculation of such fees for the Debtors' Estates until the Chapter 11 Cases are closed under section 350 of the Bankruptcy Code. Each and every one of the Debtors shall remain obligated to pay quarterly fees to the U.S. Trustee until the earliest of that particular Debtor's case is closed, dismissed, or converted to a case under Chapter 7 of the Bankruptcy Code; *provided* that, in the event Chapter 11 Cases are not closed under section 350 of the Bankruptcy Code solely due to the existence of the Litigation Trust, then the Litigation Trust shall be obligated, and the Litigation Trustee shall cause the Litigation Trust, to pay the quarterly fees to the U.S. Trustee.

12.6 ***Severability.***

Subject to Section 12.2 of this Plan, if, prior to the entry of the Confirmation Order, any term or provision of this Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court, at the request of the Debtors with the reasonable consent of the Creditors' Committee and the Plan Sponsor, shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation by the Bankruptcy Court, the remainder of the terms and provisions of this Plan shall remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of this Plan, as it may have been altered or interpreted in accordance with this Section, is valid and enforceable pursuant to its terms.

12.7 ***Governing Law.***

Except to the extent that the Bankruptcy Code or other federal law is applicable or to the extent that a Plan Document provides otherwise, the rights, duties, and obligations arising under this Plan and the Plan Documents shall be governed by, and construed and enforced in accordance with, the internal laws of the State of New York, without giving effect to the principles of conflict of laws thereof.

12.8 ***Immediate Binding Effect.***

Notwithstanding Bankruptcy Rules 3020(e), 6004(h), 7062, or otherwise, upon the occurrence of the Effective Date, the terms of this Plan and the Plan Documents shall be immediately effective and enforceable and deemed binding upon and inure to the benefit of the Debtors, the Reorganized Debtors, the holders of Claims and Interests, the Released Parties, the Exculpated Parties, and each of their respective successors and assigns.

12.9 ***Successors and Assigns.***

The rights, benefits, and obligations of any Entity named or referred to in this Plan shall be binding on and shall inure to the benefit of any heir, executor, administrator, successor, or permitted assign, if any, of each such Entity.

12.10 ***Entire Agreement.***

On the Effective Date, this Plan, the Plan Supplement, and the Confirmation Order shall supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into this Plan.

12.11 ***Computing Time.***

In computing any period of time prescribed or allowed by this Plan, unless otherwise set forth in this Plan or determined by the Bankruptcy Court, the provisions of Bankruptcy Rule 9006 shall apply.

12.12 ***Exhibits to Plan.***

All exhibits, schedules, supplements, and appendices to this Plan (including the Plan Supplement) are incorporated into and are a part of this Plan as if set forth in full herein.

12.13 ***Notices.***

All notices, requests, and demands to or upon the Debtors or Reorganized Debtors, as applicable, shall be in writing (including by email transmission) and, unless otherwise provided herein, shall be deemed to have been duly given or made only when actually delivered, addressed as follows:

(a) *If to the Debtors or Reorganized Debtors:*

SpeedCast International Limited
4400 S. Sam Houston Parkway East
Houston, Texas 77048
Attn: Dominic Gyngell (dominic.gyngell@speedcast.com)

– and –

Weil, Gotshal & Manges LLP
700 Louisiana Street, Suite 1700
Houston, Texas 77002
Telephone: (212) 310-8000
Attn: Alfredo R. Pérez (Alfredo.Perez@weil.com)
Brenda Funk (Brenda.Funk@weil.com)
Stephanie Morrison (Stephanie.Morrison@weil.com)

– and –

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Attn: Gary T. Holtzer (Gary.Holtzer@weil.com)
Kelly DiBlasi (Kelly.DiBlasi@weil.com)
David N. Griffiths (David.Griffiths@weil.com)

(b) If to the *Initial Plan Sponsor*:

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019
Attn: Richard G. Mason (RGMason@wlrk.com)
Victor Goldfeld (VGoldfeld@wlrk.com)
John R. Sobolewski (JRSobolewski@wlrk.com)
Benjamin S. Arfa (BSArfa@wlrk.com)

– and –

Vinson & Elkins LLP
1001 Fannin Street, Suite 250
Houston, Texas 77002
Attn: Paul E. Heath (pheath@velaw.com)
Matthew W. Moran (mmoran@velaw.com)

(c) *If to the Creditors' Committee*:

Hogan Lovells LLP
390 Madison Avenue
New York, New York 10017
Telephone: (212) 918-3000
Attn: David P. Simonds (david.simonds@hoganlovells.com)
Ronald J. Silverman (ronald.silverman@hoganlovells.com)
John D. Beck (john.beck@hoganlovells.com)
Jennifer Y. Lee (jennifer.lee@hoganlovells.com)

– and –

Husch Blackwell LLP
60 Travis St., Suite 2350
Houston, Texas 77002
Telephone: (713) 525-6226
Attn: Randall A. Rios (randy.rios@huschblackwell.com)
Timothy A. Million (tim.million@huschblackwell.com)

After the occurrence of the Effective Date, the Reorganized Debtors have authority to send a notice to Entities that to continue to receive documents pursuant to Bankruptcy Rule 2002, such Entities must file a renewed request to receive documents pursuant to Bankruptcy Rule 2002. After the occurrence of the Effective Date, the Reorganized Debtors are authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities that have filed such renewed requests.

12.14 ***Reservation of Rights.***

Except as otherwise provided herein, this Plan shall be of no force or effect unless the Bankruptcy Court enters the Confirmation Order. None of the filing of this Plan, any statement or provision of this Plan, or the taking of any action by the Debtors with respect to this Plan shall be or shall be deemed to be an admission or waiver of any rights of the Debtors with respect to any Claims or Interests prior to the Effective Date.

Dated: November 3, 2020
Houston, Texas

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

By: */s/ Michael Healy*
Name: Michael Healy
Title: Chief Restructuring Officer

Exhibit B

Organizational Chart

Speedcast Group Structure
As of 22, April 2020

Legend
- Debtor Entity
- Non-Debtor Entity
- * Indicates that remaining or entire ownership interest is held by non-Speedcast entit(ies).
- + Indicates that one share of such entity is held by non-Speedcast entit(ies).
- ** Indicates that less than 2% of ownership interests are held by another Speedcast entity.

SpeedCast International Limited
Speedcast Malta Holdings Limited
Speedcast Malta Limited
Speedcast Germany GmbH
SpeedCast UK Holdings Limited
SpeedCast Group Holdings Pty Ltd
CapRock UK Limited
CapRock Communications International Limited
SpeedCast France
Speedcast Communication (Egypt) LLC+
SpeedCast Norway AS
In Aria! Limited
Hermes Datacommunications International Limited
Hilal al-Furat (Euphrates Cresent Ltd)
LLP Hermes Datacomms
Connect VSAT Angola Lda
Speedcast Algeria SARL
Speedcast Kenya Ltd.
Speedcast Communications Limited*
Hermes Communications Libya
Speedcast Myanmar Company Limited
Hermsat LLC OOO, Russia
Orta Aziya Aragatnashyk
Ghana Branch
Speedcast Ghana Ltd
UAE Branch
Turkmenistan Branch
Kazakhstan Branch
SpeedCast Americas, Inc.
Ultisat Inc.
Globecomm Systems, Inc.
Other GSI subsidiaries (see page 2)
SpeedCast Communications, Inc.
Maritime Communication Services, Inc.
Speedcast Caribbean Ltd+
Telaurus Communications LLC
CCI Services Corp.
Equatorial Guinea Branch
NewCom International, Inc.
99.99999%
NewCom International Inc Peru, S.A.C.*
Speedcast Zona Franca S.A.S
SpaceLink Systems, LLC
Speedcast Sucursal Colombia
Speedcast Communications de Mexico,S. de R.L. de C.V.**
Speedcast Communications Servicios de Mexico, S. de R.L. de C.V.**
HCT Acquisition, LLC
Cosmos Holdings Acquisition Corp.
Globecomm Network Services Corporation
Other GNSC subsidiaries (see page 2)
Ultisat Europe A/S
Globecomm License Sub LLC
Speedcast Communications Korea Ltd
GCS Limited.
Speedcast Nigeria Limited
Speedcast Saudi Arabia Limited
98%
Speedcast Peru S.A.C.**
Speedcast Congo SARL
Speedcast EG SARL
Speedcast Mozambique Lda**
98%
Speedcast Salam LLC*
49%
Speedcast Canada Limited
Speedcast Communications (India) Private Limited*
49%
Speedcast Ecuador S.A.**
99.9%
Globecomm Systems SA (Pty) Ltd
49%
Extrizone (Pty) Ltd*
SpaceLink Systems II, LLC
CapRock Participações do Brasil Ltda.
CapRock Comunicações do Brasil Ltda.
Brazilian Branches
CapRock International Holdings Ltd
95%
PT CapRock Communications*
CapRock Comunicacoes Angola, LDA
SpeedCast Singapore Pte. Ltd.
CapRock Communications Pte. Ltd.
30%
Speedcast Malaysia Sdn. Bhd.*
Speedcast Cyprus Ltd.
Greece Branch
SpeedCast Limited
Iraq Branch
Speedcast (Beijing) Communication Technology Company Ltd.
SpeedCast Netherlands B.V.
Speedcast Holdings Limited DIFC
CapRock Communications (Australia) Pty Ltd
Harris PNG Ltd
Malaya Communication Holding Sdn Bhd*
70%
Speedcast Energy Sdn Bhd
30%
49%
51%
Speedcast Communication Services Sdn Bhd
SpeedCast Australia Pty Limited
Satellite Communications Australia Pty Ltd
Vcomms Limited
Oceanic Broadband Solutions Pty Ltd
Speedcast PNG Limited
PNG Branch
SpeedCast Managed Services Pty Limited

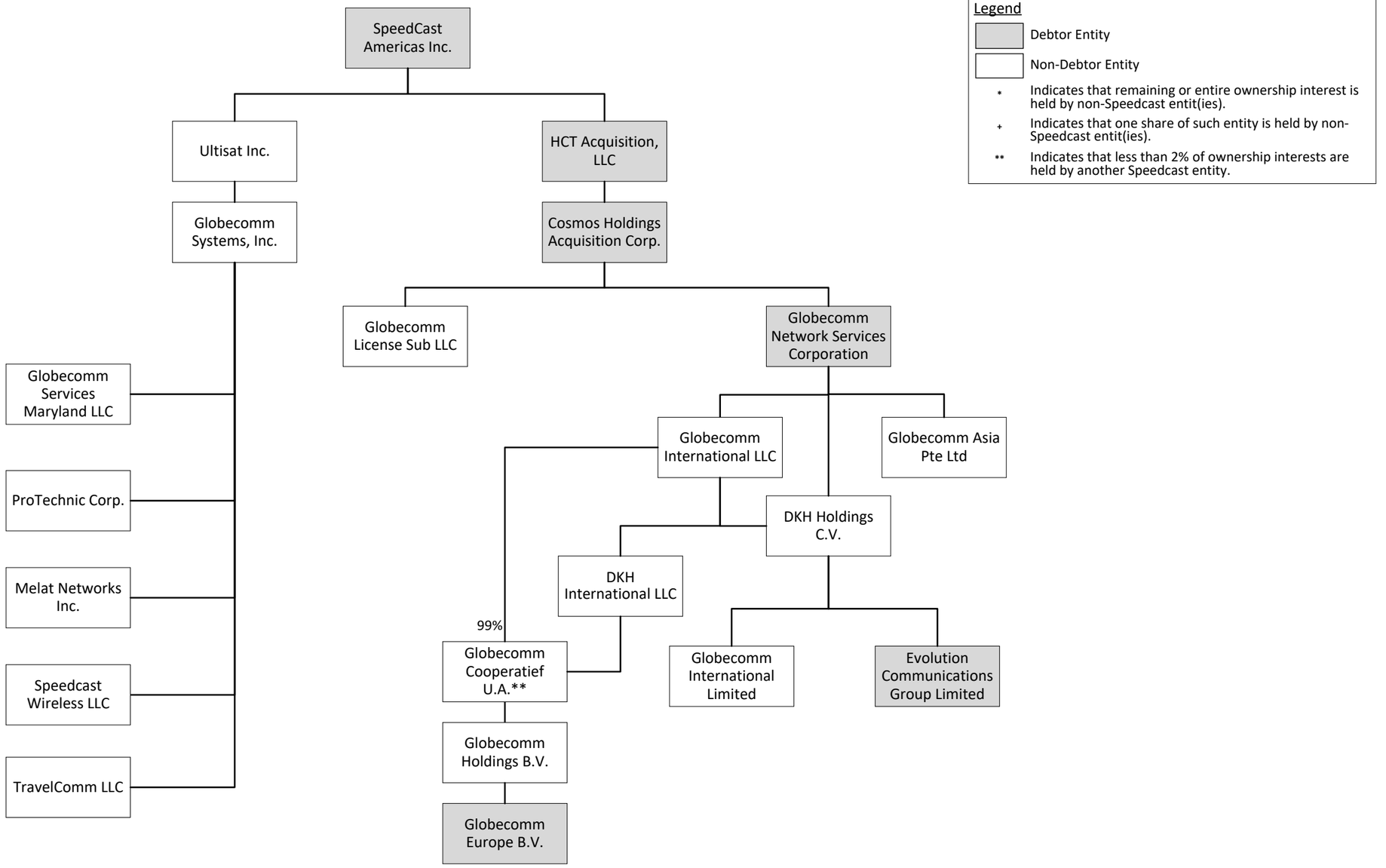
Legend
Debtor Entity
Non-Debtor Entity
* Indicates that remaining or entire ownership interest is held by non-Speedcast entit(ies).
+ Indicates that one share of such entity is held by non-Speedcast entit(ies).
** Indicates that less than 2% of ownership interests are held by another Speedcast entity.
SpeedCast Americas Inc.
Ultisat Inc.
HCT Acquisition, LLC
Globecomm Systems, Inc.
Cosmos Holdings Acquisition Corp.
Globecomm License Sub LLC
Globecomm Network Services Corporation
Globecomm Services Maryland LLC
Globecomm International LLC
Globecomm Asia Pte Ltd
ProTechnic Corp.
DKH Holdings C.V.
Melat Networks Inc.
DKH International LLC
99%
Globecomm Cooperatief U.A.**
Globecomm International Limited
Evolution Communications Group Limited
Speedcast Wireless LLC
Globecomm Holdings B.V.
TravelComm LLC
Globecomm Europe B.V.

Exhibit C

Equity Commitment Agreement

AMENDED AND RESTATED EQUITY COMMITMENT AGREEMENT

AMONG

SPEEDCAST INTERNATIONAL LIMITED

AND

THE COMMITMENT PARTIES PARTY HERETO

Dated as of October 10, 2020

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EQUITY COMMITMENT AGREEMENT

This AMENDED AND RESTATED EQUITY COMMITMENT AGREEMENT (including exhibits and schedules attached hereto and incorporated herein, this "**Agreement**") dated as of October 10, 2020 is made by and among Speedcast International Limited, a company registered in Victoria, Australia (the "**Company**" and together with its direct and indirect subsidiaries, the "**Company Group Entities**") and the ultimate parent of each of the other Debtors (as defined below) (the Company together with the Debtors, the "**Company Parties**") and the Commitment Parties set forth on **Schedule 1** hereto (as such list may be amended, supplemented or modified from time to time in accordance with Section 2 hereof) (each referred to herein, individually, as a "**Commitment Party**" and, collectively, as the "**Commitment Parties**"). The Company and each Commitment Party is referred to herein, individually, as a "**Party**" and, collectively, as the "**Parties**".

WHEREAS, on April 23, 2020, the Company and certain of its subsidiaries set forth on **Schedule 2** (collectively, the "**Debtors**") filed voluntary petitions for relief (the "**Chapter 11 Cases**") under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. (the "**Bankruptcy Code**"), in the United States Bankruptcy Court for the Southern District of Texas (the "**Bankruptcy Court**");

WHEREAS, the Parties have agreed to a restructuring of the Company's capital structure and liabilities (the "**Restructuring**") to be implemented through the joint plan of reorganization for the Debtors attached hereto as **Exhibit A** (as may be amended, supplemented, amended and restated or otherwise modified from time to time in a manner reasonably acceptable to the Required Commitment Parties (as defined below), the "**Plan**"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Plan;

WHEREAS, on August 12, 2020, the Parties entered into an Equity Commitment Agreement (the "**Original Equity Commitment Agreement**");

WHEREAS, the Parties desire to amend and restate the Original Equity Commitment Agreement in its entirety as set forth herein;

WHEREAS, the undersigned Commitment Parties constitute all of the Commitment Parties as of the date hereof;

WHEREAS, subject to the Bankruptcy Court's entry of an order confirming the Plan (the "**Confirmation Order**"), consummation of the Plan, and satisfaction of the other conditions specified in Section 8 and Section 9 hereof, on the effective date of the Plan (the "**Plan Effective Date**"), a successor entity acting as the parent of the reorganized Company Group Entities ("**New Speedcast Parent**") will offer and sell new common equity interests (the "**Direct Investment Shares**", and such investment, the "**Direct Investment**") representing 100% of the common equity interests of the New Speedcast Parent for an aggregate purchase price of $500 million (such amount, the "**Aggregate Purchase Price**"), in accordance with the terms of this Agreement;

WHEREAS, in order to facilitate the Restructuring, the Plan and the Direct Investment, pursuant to this Agreement, and subject to the terms, conditions and limitations set forth herein, (A) the Company has agreed to consummate the Restructuring pursuant to the Plan and (B) each Commitment Party, severally and not jointly, has agreed to purchase from New Speedcast Parent, on the Plan Effective Date, the percentage of Direct Investment Shares allocated to such Commitment Party on **Schedule 1** for an aggregate amount in cash equal to such percentage multiplied by the Aggregate Purchase Price (with respect to each Commitment Party, such Commitment Party's "**Funding Amount**"); and

WHEREAS, for purposes of this Agreement, "**Required Commitment Parties**" shall mean, subject to Section 19, those Commitment Parties holding at least 66 ⅔ % in aggregate amount of the Equity Commitments (as defined below) of all Commitment Parties as of the date on which the consent, waiver or approval is being solicited (excluding any Defaulting Commitment Parties (as defined below) and their corresponding Equity Commitments).

NOW, THEREFORE, in consideration of the foregoing, and the representations, warranties and covenants set forth herein, and for other good and valuable consideration, the Original Restated Equity Commitment Agreement is hereby amended and restated in its entirety and the Company and the Commitment Parties agree as follows:

Section 1. THE EQUITY COMMITMENTS.

(a) Subject to the conditions set forth in Section 8, each Commitment Party, severally and not jointly, agrees to purchase, in accordance with Section 1(b), the percentage of Direct Investment Shares allocated to such Commitment Party on Schedule 1 at the aggregate purchase price therefor (the "**Equity Commitments**"). The price per share ("**Price Per Share**") of each Direct Investment Share shall be calculated by taking $500 million and dividing it by the number of Direct Investment Shares to be issued to the Commitment Parties at the Plan Effective Date.

(b) No later than ten (10) Business Days prior to the expected Plan Effective Date, the Company hereby agrees and undertakes to deliver to each Commitment Party by email delivery a written notice (the "**Commitment Funding Notice**") of (i) the number of Direct Investment Shares allocated to such Commitment Party and such Commitment Party's Funding Amount calculated in accordance with this Agreement; (ii) wire instructions for a segregated, escrow account of the Debtors or its agent held in an agreed upon, nationally recognized financial institution (the "**Escrow Account**") to which each Commitment Party shall deliver an amount equal to its Funding Amount; and (iii) the deadline for delivery of the Funding Amount, which shall be two (2) Business Days before the expected Plan Effective Date (the "**Commitment Funding Deadline**"). Each Commitment Party shall deliver and pay its applicable Funding Amount by wire transfer in immediately available funds into the Escrow Account by the Commitment Funding Deadline. If this Agreement is terminated pursuant to Section 12 or if the Plan Effective Date does not occur within five (5) Business Days following the Commitment Funding Deadline, the funds held in the Escrow Account shall be released to the

applicable Commitment Party, without any interest accrued thereon, promptly following such termination or such fifth (5th) Business Day. Notwithstanding the foregoing, (x) each Commitment Party may elect to net any cash it or its Affiliates are entitled to receive under the Plan on account of any claims against the Debtors (based on claims held as of two (2) Business Days prior to the Commitment Funding Deadline, as reasonably determined by such Commitment Party and the Company), (y) in the event any Commitment Party exercises such right, in lieu of delivering the Funding Amount in its entirety as provided herein, such Commitment Party shall be obligated to deliver the Funding Amount less any such netted amount by the Commitment Funding Deadline and (z) on the Plan Effective Date, notwithstanding anything to the contrary in the Plan, the Commitment Party shall be deemed to have delivered such netted amount to the Company in partial or full (as applicable) satisfaction of such Commitment Party's Funding Amount and the Company shall be deemed to have delivered such netted amount to such Commitment Party or its applicable Affiliate in partial or full (as applicable) satisfaction of such Commitment Party's or Affiliates entitlements under the Plan. For purposes of this Agreement, "**Business Day**" means any day of the year on which national banking institutions in New York City are open to the public for conducting business and are not required or authorized to close.

(c) On the Plan Effective Date, the Commitment Parties will purchase, and New Speedcast Parent will sell to the Commitment Parties, only such amount of Direct Investment Shares as is listed in the Commitment Funding Notice.

(d) Delivery of the Direct Investment Shares will be made by New Speedcast Parent to the respective Commitment Parties, on the Plan Effective Date, upon the release of the Funding Amount (less any amounts permitted to be netted therefrom pursuant to the penultimate sentence of Section 1(b) hereof) of each Commitment Party from the Escrow Account, upon which time such funds shall be delivered to New Speedcast Parent by wire transfer of immediately available funds to the account specified by New Speedcast Parent to the Commitment Parties at least twenty four (24) hours in advance.

Section 2. NO TRANSFERS. Each Commitment Party's Equity Commitment shall not be transferable directly or indirectly, in whole or in part. Notwithstanding the foregoing, a Commitment Party may assign its Equity Commitment to any fund, account (including any separately managed accounts) or investment vehicle that is controlled, managed, advised or sub-advised by such Commitment Party, an affiliate thereof or the same investment manager, advisor or subadvisor as such Commitment Party or an affiliate of such investment manager, advisor or subadvisor (each, a "**Related Fund**"); *provided* that such Related Fund shall, as a condition to such transfer, be required to deliver a joinder to this Agreement in the form attached as **Exhibit B** hereto (a "**Joinder**") (to the extent not then a Party hereto) and the assigning Commitment Party shall remain fully obligated for its Equity Commitment.

Section 3. COMMITMENT PARTY DEFAULT. Any Commitment Party that fails to timely fund its obligations pursuant to Section 1(b) or otherwise breaches any representation, warranty, covenant or agreement herein in a manner that would result in a failure of any condition set forth in Section 9 (a "**Defaulting Commitment Party**") after

written notice by the Company thereof and a one-Business Day opportunity to cure such default will be liable for its default or breach, and the parties hereto can enforce rights of money damages and/or specific performance upon the failure to timely fund or breach by the Defaulting Commitment Party. Each of the non-defaulting Commitment Parties shall have the right, but not the obligation, to assume, by notice to the Company and each Commitment Party by the earlier of the Plan Effective Date and two days following the expiration of such one-Business Day period, its *pro rata* share of such Defaulting Commitment Party's Equity Commitment, based on the proportion of its Direct Investment Shares to the aggregate amount of Direct Investment Shares of all non-defaulting Commitment Parties assuming such Defaulting Commitment Party's Direct Investment Shares.

Section 4. REPRESENTATIONS AND WARRANTIES OF THE COMPANY. Except as set forth on the Company Disclosure Schedules, the Company represents and warrants to, and agrees with, the Commitment Parties as set forth below. Except as set forth on the Company Disclosure Schedules, the representations and warranties in this Agreement shall in no way be affected by any knowledge or investigation of the subject matter thereof made by or on behalf of any Commitment Party. Except for representations, warranties and agreements that are expressly limited as to their date, each representation, warranty and agreement is made as of the date hereof.

(a) *Organization and Qualification*. Each of the Company Group Entities is duly incorporated or organized, validly existing and, if applicable, in good standing under the laws of its respective jurisdiction of incorporation or organization and has the requisite power and authority to own, lease and operate their respective properties and to carry on its business as now conducted . Each of the Company Group Entities is duly qualified or authorized to do business and, if applicable, is in good standing under the laws of each jurisdiction in which it owns or leases real property or in which the conduct of its business or the ownership of its properties requires such qualification or authorization, except where the failure to be so qualified, authorized or in good standing would not be reasonably likely to result in a Material Adverse Effect (as defined in Section 8(i) hereof).

(b) *Power and Authority*.

(i) The Company has the requisite corporate power and authority to enter into, execute and deliver this Agreement and any other agreements contemplated herein and, subject to entry of the Confirmation Order and consummation of the Plan, to perform its obligations hereunder and under any other agreements contemplated herein, including to issue the Direct Investment Shares. The Company has taken all necessary corporate action required for the due authorization, execution, delivery and performance by it of this Agreement and any other agreements contemplated herein, and subject to the entry of the Confirmation Order, will have taken all necessary corporate action required to perform its obligations hereunder and under any other agreements contemplated herein, including, to issue the Direct Investment Shares.

(ii) Prior to the Plan Effective Date, the Company will have taken all necessary corporate action required for the due authorization, execution, delivery and, and subject to the entry of the Confirmation Order, performance by it of the Plan.

(c) *Execution and Delivery*. This Agreement and any other agreements contemplated herein has been and will be, duly and validly executed and delivered by the Company, and, subject to entry of the Confirmation Order and consummation of this Agreement and any other agreements contemplated herein, constitutes or will constitute the valid and binding obligations of the Company, enforceable against the Company in accordance with their terms.

(d) *Reserved.*

(e) *Issuance*. As of the Plan Effective Date, the issuance of the Direct Investment Shares to be issued and sold by New Speedcast Parent to the Commitment Parties hereunder will have been duly and validly authorized and, when the Direct Investment Shares are issued and delivered to the Commitment Parties hereunder, will be duly and validly issued and outstanding, fully paid, non-assessable and free and clear or all Taxes, liens, pre-emptive rights, rights of first refusal, subscription and similar rights, except as set forth herein or created or otherwise imposed by any Commitment Party, and other than liens pursuant to applicable securities laws.

(f) *No Conflict*. Subject to entry of the Confirmation Order and consummation of the Plan, the sale, issuance and delivery of the Direct Investment Shares pursuant to the terms hereof, and the execution and delivery by the Company of this Agreement and compliance by it with all of the provisions hereof and thereof and the consummation of the transactions contemplated hereby and thereby: (i) will not conflict with or result in a breach or violation of, any of the terms or provisions of, or constitute a default under (with or without notice or lapse of time, or both), or result, except to the extent expressly provided in or contemplated by the Plan, in the acceleration of, or the creation of any lien under, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound or to which any of their properties or assets is subject; (ii) will not result in any violation of the provisions of the organizational documents of the Company; and (iii) assuming the accuracy of the Commitment Parties' representations and warranties in Section 5, except as set forth on Section 4(f) of the Company Disclosure Schedules, will not result in any violation of, or any termination or material impairment of any rights under, any statute or any license, authorization, injunction, judgment, order, decree, rule or regulation of any transnational, domestic or foreign federal, state or local governmental, regulatory or administrative authority, department, agency or official, including any political subdivision thereof including, without limitation, the Committee on Foreign Investment in the United States ("**CFIUS**") and the Defense Counterintelligence and Security Agency (**"DCSA**") or any federal, state, municipal, domestic or foreign court, arbitrator, or tribunal ("**Governmental Entity**") or body having jurisdiction over the Company or any of its subsidiaries or any of their respective properties, except in any such case described in clause (c) or clause

(iii), as would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

(g) *Consents and Approvals*. Assuming the accuracy of the Commitment Parties' representations and warranties in Section 5, no consent, approval, authorization, order, registration or qualification of or with any Governmental Entity having jurisdiction over the Company or any of its subsidiaries is required for the issuance, sale and delivery of the Direct Investment Shares to the Commitment Parties hereunder and the execution and delivery by the Company of this Agreement and performance of and compliance by them with all of the provisions hereof and thereof and the consummation of the transactions contemplated hereby and thereby, except (i) the entry of the Confirmation Order, (ii) filings, if any, pursuant to the HSR Act (as defined below) and the expiration or termination of all applicable waiting periods thereunder or any applicable notification, authorization, approval or consent under any other Antitrust Laws in connection with the transactions contemplated by this Agreement, (iii) consents, approvals and authorizations from the Federal Communications Commission, state public utility commissions and other similar Government Entities having jurisdiction over the assets, businesses, and operations of the Company and its Subsidiaries, (iv) the filing of any other corporate documents in connection with the transactions contemplated by this Agreement with applicable state filing agencies, (v) such consents, approvals, authorizations, registrations or qualifications as may be required under foreign securities laws, federal securities laws or state securities or Blue Sky laws in connection with the offer and sale of the Direct Investment Shares and, (vi) as set forth on Section 4(g) of the Company Disclosure Schedules, and (vii) such consents, approvals, authorizations, registrations or qualifications which are described or provided for in Section 8 or Section 9 or the absence of which would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

(h) *Reserved*.

(i) *Reserved.*

(j) *No Violation*. The Company and its subsidiaries are not, except as a result of the Chapter 11 Cases, in violation of any applicable law or statute or any judgment, order, rule or regulation of any Governmental Entity, except for any such default or violation that would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

(k) *Legal Proceedings*. Other than the Chapter 11 Cases and any adversary proceedings or contested motions commenced in connection therewith, and other than as set forth in the Disclosure Statement (as defined below), there are no legal, governmental or regulatory investigations, actions, suits or proceedings pending or, to the knowledge of the Company, threatened, in each case, to which the Company and its subsidiaries is or may be a party or to which any property of the Company and its subsidiaries is or may be the subject that, individually or in the aggregate would reasonably be expected to result in a Material Adverse Effect. For the purposes of this Agreement "knowledge of the

Company" shall mean the actual knowledge, after reasonable investigation, of Joe Spytek and Peter Myers.

(l) *No Broker's Fees*. The Company is not a party to any contract, agreement or understanding with any person (other than this Agreement) that would give rise to a valid claim against it or the Commitment Parties for a brokerage commission, finder's fee or like payment in connection with the offering and sale of the Direct Investment Shares.

(m) *Absence of Certain Changes.* Since May 31, 2020, no change, event, circumstance, effect, development, occurrence or state of facts has occurred or exists that have had or are reasonably expected to have, individually or in the aggregate, a Material Adverse Effect.

(n) *Environmental*. Except as to matters that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect: (i) no written notice, claim, demand, request for information, order, complaint or penalty has been received by the Company or any of its subsidiaries from any Governmental Entity, and there are no judicial, administrative or other actions, suits or proceedings pending or, to the knowledge of the Company, threatened which allege a violation of or liability under any Environmental Laws, in each case relating to the Company or any of its subsidiaries, (ii) the Company and each of its subsidiaries is in compliance with Environmental Law and has obtained, maintains in full force and effect, and is in compliance with all material permits, licenses and other approvals currently required under any Environmental Law for conduct of its business as presently conducted by the Company, and (iii) no Hazardous Materials have been released by the Company or any of its subsidiaries at any location in a manner that would reasonably be expected to give rise to any cost, liability or obligation of the Company or any of its subsidiaries under any Environmental Laws. For purposes of this Agreement, "**Environmental Law**" means all applicable foreign, federal, state and local conventions, treaties, protocols, laws, statutes, rules, regulations, ordinances, orders and decrees in effect on the date hereof relating in any manner to contamination, pollution or protection of the environment or exposure to hazardous or toxic substances, materials or wastes, and "**Hazardous Materials**" means all materials, substances, chemicals, or wastes (or combination thereof) that is listed, defined, designated, regulated or classified as hazardous, toxic, radioactive, dangerous, a pollutant, a contaminant, petroleum, oil, or words of similar meaning or effect under any Environmental Law.

(o) *Insurance*. Except as to matters that would not reasonably be expected to be, individually or in the aggregate, material to the Company and its subsidiaries, taken as a whole, the Company and each of its subsidiaries, as applicable, has insured its respective properties and assets against such risks and in such amounts as are customary for companies engaged in similar businesses and in similar jurisdictions. All premiums due and payable in respect of material insurance policies maintained by the Company and its subsidiaries have been paid, except as would not reasonably be expected to be, individually or in the aggregate, material to the Company and its subsidiaries, taken as a whole. As of the date hereof, to the knowledge of the Company, neither the Company nor any of its subsidiaries have received notice from any insurer or agent of such insurer with

respect to any material insurance policies of the Company or any of its subsidiaries of cancellation or termination of such policies, other than such notices which are received in the ordinary course of business or for policies that have expired in accordance with their terms.

(p) *Intellectual Property*. Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (i) the Company and its subsidiaries own, license or possess the right to use, all of the patents, patent rights, trademarks, service marks, trade names, copyrights, licenses, domain names, and any and all applications or registrations for any of the foregoing (collectively, "**Intellectual Property Rights**") that are reasonably necessary for the operation of their respective businesses, without conflict with the rights of any other person, (ii) to the knowledge of the Company, neither the Company and its subsidiaries nor any Intellectual Property Right, proprietary right, product, process, method, substance, part, or other material now employed, sold or offered by the Company and its subsidiaries, is infringing upon, misappropriating or otherwise violating any valid Intellectual Property Rights of any person, and (iii) no claim or litigation regarding any of the foregoing is pending or, to the knowledge of the Company, threatened.

(q) *No Undisclosed Relationship*. Except for employment relationships and compensation, benefits and travel advances in the ordinary course of business, neither the Company nor any of its subsidiaries is a party to any agreement with, or involving the making of any payment or transfer of assets to, the Company, or any stockholder beneficially owning greater than 5% of the Company, officer, member, partner or director of the Company or any Affiliate of the Company.

(r) *Money Laundering Laws*. The operations of the Company are and have been at all times since August 12, 2015, conducted in compliance in all material respects with applicable financial recordkeeping and reporting requirements of the U.S. Currency and Foreign Transactions Reporting Act of 1970, the money laundering statutes of all jurisdictions in which the Company and its subsidiaries operate (and the rules and regulations promulgated thereunder) and any related or similar laws and there has been no material legal proceeding by or before any Governmental Entity involving the Company or any of its subsidiaries with respect to such laws is pending or, to the knowledge of the Company, threatened.

(s) *Sanctions Laws*. Neither the Company and its subsidiaries nor, to the knowledge of the Company, any of their respective directors, officers, employees or other persons acting on their behalf with express authority to so act are currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department. The Company and its subsidiaries will not directly or indirectly use the proceeds of the Direct Investment, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person, for the purpose of financing the activities of any person that, to the knowledge of the Company and its subsidiaries, is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department.

(t) *Foreign Corrupt Practices Act*. The Company has no knowledge of any actual or alleged material violations of the Foreign Corrupt Practices Act of 1977, as amended ("**FCPA**"), or any applicable anti-corruption or anti-bribery laws in any jurisdiction other than the United States, in each case since August 12, 2015 by the Company and its subsidiaries or any of their respective officers, directors, agents, distributors, employees or any other person acting on behalf of the Company or any of its subsidiaries.

(u) *Taxes*.

(i) Except as would not reasonably be expected to be, individually or in the aggregate, material to the Company and its subsidiaries, taken as a whole, the Company and each of its subsidiaries have paid, or will pay pursuant to the Plan, all material income, gross receipts, license, payroll, employment, excise, severance, occupation, premium, windfalls profits, customs duties, capital stock, franchise, profits, withholding, unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated or other taxes levied by a Governmental Entity, including interest and penalties thereon ("**Taxes**") imposed on it or its assets, business or properties, except Taxes (i) that are being contested in good faith by appropriate proceedings and for which each of the Company and its subsidiaries (as the case may be) has set aside adequate reserves on the financial statements or (ii) that the nonpayment thereof is required or permitted by the Bankruptcy Code or, to the extent not yet due, that have been accrued and fully provided for in accordance with IFRS. Except as would not reasonably be expected to be, individually or in the aggregate, material to the Company and its subsidiaries, taken as a whole, the Company and each of its subsidiaries has timely filed all income and other returns, information statements or reports required to be filed with any Governmental Entity with respect to Taxes.

(ii) As of the date hereof, with respect to the Company and its subsidiaries, other than in connection with the Chapter 11 Cases and other than Taxes or assessments that are being contested in good faith by appropriate proceedings and for which adequate reserves have been established on the financial statements, there is no outstanding audit, assessment, dispute or claim concerning any material Tax liability of the Company and its subsidiaries (taken as a whole), and the Company and its subsidiaries have not received from any Governmental Entity any written notice regarding any contemplated or pending audit, examination or other administrative proceeding or court proceeding concerning any material amount of Taxes.

(iii) The Company and its subsidiaries have no liability for any material amount of Taxes of any other person or entity, either by operation of law, by contract or as a transferee or successor. The Company and its subsidiaries are not a party to any material Tax allocation or Tax sharing agreement with any third party (other than an agreement entered into in the ordinary course of business

consistent with past practice or the principal purpose of which is not the sharing, assumption or indemnification of Tax).

(iv) None of the Company and any of its subsidiaries has been either a "distributing corporation" or a "controlled corporation" in a distribution occurring during the last five years in which the parties to such distribution treated the distribution as one to which Section 355(a) of the Internal Revenue Code of 1986, as amended, is applicable.

(v) Neither the consummation of the Plan nor the issuance of New Equity Investment Shares will result in any material degrouping charges for tax purpose with respect to the Company or its subsidiaries.

(v) *Title to Property*.

(i) *Personal Property*. Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (A) the Company and its subsidiaries have good title to, free and clear of any and all Liens (other than Permitted Liens) or a valid leasehold interest in, all personal properties, machinery, equipment and other tangible assets of the business necessary for the conduct of the business as presently conducted by the Company and its subsidiaries and (B) such properties, (x) are in the possession or control of the Company or its subsidiaries; and (y) are in good and operable condition and repair, reasonable wear and tear excepted. For purposes of this Agreement, "**Liens**" and "**Permitted Liens**" shall have the respective meanings given to those terms in the DIP Credit Agreement (as defined in the Plan).

(ii) *Leased Real Property*. The Company and its subsidiaries have complied with all obligations under all leases to which it is a party that have not been rejected in the Chapter 11 Cases, except where the failure to comply would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, and all such leases are in full force and effect (except to the extent subject to applicable to bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, and similar laws affecting creditors' rights generally and to general principles of equity), except leases in respect of which the failure to be in full force and effect would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. The Company and its subsidiaries enjoy peaceful and undisturbed possession under all such leases, other than leases in respect of which the failure to enjoy peaceful and undisturbed possession would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(w) *Labor Relations*. There is no labor or employment-related legal proceeding pending or, to the knowledge of the Company, threatened against the Company or any of its subsidiaries, by or on behalf of any of their respective employees or such employees' labor organization, works council, workers' committee, union representatives or any other type of employees' representatives appointed for collective bargaining purposes, or

by any Governmental Entity having jurisdiction over the Company or any of its subsidiaries or any of their respective properties or employees, that has had or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(x) *Licenses and Permits*. The Company and its subsidiaries possess all licenses, certificates, permits and other authorizations issued by, and have made all declarations and filings with, the appropriate Governmental Entities that are necessary for the ownership or lease of their respective properties and the conduct of their business as presently conducted by the Company and its subsidiaries, in each case, except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, the Company and its subsidiaries (i) have not received written notice of any revocation or modification of any such license, certificate, permit or authorization or (ii) have no reason to believe that any such license, certificate, permit or authorization will not be renewed in the ordinary course.

(y) *Material Contracts*. All Material Contracts are valid, binding and enforceable by and against the Company and its subsidiaries, as applicable (except to the extent enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, and similar laws affecting creditors' rights generally and to general principles of equity), except where the failure to be valid, binding or enforceable would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, and no written notice to terminate, in whole or part, any Material Contract has been delivered to the Company and its subsidiaries except where such termination would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Other than as a result of the filing of the Chapter 11 Cases, neither the Company and its subsidiaries nor, to the knowledge of the Company and its subsidiaries, any other party to any Material Contract, is in default or breach under the terms thereof except (x) as set forth on Section 4(bb) of the Company Disclosure Schedules, or (y) in each case, for such instances of default or breach that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. For purposes of this Agreement, "**Material Contract**" means any contract necessary for the operation of the business of the Company and its subsidiaries as presently conducted by the Company and its subsidiaries that is a "material contract" (as such term is defined in Item 601(b)(10) of Regulation S-K or required to be disclosed on a current report on Form 8-K).

(z) *No Undisclosed Material Liabilities*. There are no liabilities or obligations of the Company or any of its subsidiaries of any kind whatsoever, whether accrued, contingent, absolute, determined or determinable, other than: (i) liabilities or obligations disclosed and provided for in the Financial Statements (as defined below), (ii) liabilities or obligations incurred in the ordinary course of business since the Reference Date (as defined below) or (iii) liabilities or obligations which would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(aa) *Financial Statements*. The financial statements and the related notes thereto of the Company and its consolidated subsidiaries for the year ending December 31, 2019 and the interim period ending May 31, 2020 (the "**Reference Date**") provided to the Commitment Parties prior to the date hereof (the "**Financial Statements**") present fairly in all material respects the consolidated financial position of the Company and its subsidiaries as of the dates indicated and the results of their operations and their cash flows for the periods specified. Such financial statements have been prepared in conformity with IFRS as applied on a consistent basis throughout the periods covered thereby (except as disclosed therein).

(bb) *No representations or warranties by the Company or Australian Administrators.* Except for the representations and warranties expressly set forth in this Section 4 (as modified by the Disclosure Schedules), neither the Company, New Speedcast Parent, the Australian Administrator nor any other person has made, makes or shall be deemed to make any other representation or warranty of any kind whatsoever, express or implied, written or oral, at law or in equity, on behalf of the Company or any other Company Group Entities or any of their respective Affiliates, including any representation or warranty regarding the Company or any other Company Group Entities or any other person, the transactions contemplated by this Agreement or any other matter, and the Company hereby disclaims all other representations and warranties of any kind whatsoever, express or implied, written or oral, at law or in equity, whether made by or on behalf of the Company or any other person, including any of their respective directors, officers, employees, advisors, agents, consultants, attorneys, accountants, financial advisors or other representatives (collectively, in respect of a person, such person's "**Representatives**"). Except for the representations and warranties expressly set forth in this Section 4 (as modified by the Disclosure Schedules), the Company hereby (a) disclaims and negates any representation or warranty, expressed or implied, at common law, by statute, or otherwise, relating to the condition of the Company Group Entities and any of their respective assets, and (b) disclaims all liability and responsibility for all projections, forecasts, estimates, financial statements, financial information, appraisals, statements, promises, advice, data or information made, communicated or furnished (orally or in writing, including electronically) to the Commitment Parties or any of their Affiliate, Related Funds or Representatives (including any opinion, information, projection, or advice that may have been or may be provided to a Commitment Party by any Representative of the Company Group Entities), including omissions therefrom. Without limiting the foregoing, the Company make no representation or warranty of any kind whatsoever, express or implied, written or oral, at law or in equity, to the Commitment Parties or any of their Affiliates, Related Funds or any Representatives regarding the probable success, profitability or value of the Company Group Entities. For the purposes of this Agreement, (i) "**Affiliate**" means, with respect to any specified person, any other person that, at the time of determination, directly or indirectly through one or more intermediaries, Controls, is Controlled by or is under common Control with such specified person (other than a portfolio company of such person or any entity controlled by such portfolio company), and (ii) "**Control**" means, as to any person, the power to direct or cause the direction of the management and policies of such person, whether through the ownership of voting securities, by contract or otherwise.

Section 5. REPRESENTATIONS AND WARRANTIES OF THE COMMITMENT PARTIES. Each of the Commitment Parties, severally and not jointly, represents and warrants to, and agrees with, the Company as set forth below. Each representation, warranty and agreement is made as of the date hereof.

(a) *Formation*. Such Commitment Party has been duly organized or formed, as applicable, and is validly existing as a corporation or other entity in good standing under the applicable laws of its jurisdiction of organization or formation.

(b) *Power and Authority*. Such Commitment Party has the requisite power and authority to enter into, execute and deliver this Agreement and to perform its obligations hereunder and has taken all necessary action required for the due authorization, execution, delivery and performance by it of this Agreement.

(c) *Execution and Delivery*. This Agreement has been duly and validly executed and delivered by such Commitment Party and constitutes its valid and binding obligation, enforceable against such Commitment Party in accordance with its terms.

(d) *Securities Laws Compliance*. The Direct Investment Shares will not be offered for sale, sold or otherwise transferred by such Commitment Party except pursuant to an effective registration statement under the Securities Act of 1933 and the rules and regulations of the SEC thereunder (the "**Securities Act**") or in a transaction exempt from or not subject to registration under the Securities Act and in accordance with any applicable state securities laws.

(e) *Purchase Intent*. Such Commitment Party is acquiring the Direct Investment Shares for its own account or for the accounts for which it is acting as investment advisors or manager, and not with a view to distributing or reselling such Direct Investment Shares or any part thereof. Such Commitment Party understands that such Commitment Party must bear the economic risk of this investment, and further understands that it is not currently contemplated that any Direct Investment Shares will be registered.

(f) *Investor Status*. Such Commitment Party is (i) an "accredited investor" (as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act) or a qualified institutional buyer within the meaning of Rule 144A of the Securities Act and (ii) a "professional investor" within the meaning of the Corporations Act 2001 (Cth) (the "**Corporations Act**"). Such Commitment Party understands that the Direct Investment Shares are being offered and sold to such Commitment Party in reliance upon specific exemptions from the registration requirements of United States federal and state securities laws and that each of the Company and New Speedcast Parent is relying upon the truth and accuracy of, and such Commitment Party's compliance with, the representations, warranties, agreements, acknowledgments and understandings of such Commitment Party set forth herein in order to determine the availability of such exemptions and the eligibility of such Commitment Party to acquire such securities. Such Commitment Party has such knowledge and experience in financial and business matters such that it is capable of evaluating the merits and risks of its investment in the Direct

Investment Shares. Such Commitment Party understands and is able to bear any economic risks associated with such investment (including the necessity of holding such shares for an indefinite period of time). Except for the representations and warranties expressly set forth in this Agreement, such Commitment Party has independently evaluated the merits and risks of its decision to enter into this Agreement and disclaims reliance on any representations or warranties, either express or implied, by or on behalf of the Company, the Debtors or New Speedcast Parent. Such Commitment Party acknowledges that it has been afforded the opportunity to ask questions and receive answers concerning the Company Group Entities, New Speedcast Parent and their businesses and operations, and to obtain additional information that it has requested to verify the accuracy of the information contained herein.

(g) *No Conflict*. Assuming the consents referred to in clause 5(h) are obtained, the execution and delivery by such Commitment Party of this Agreement, the compliance by such Commitment Party with all provisions hereof and the consummation of the transactions contemplated hereunder (i) will not result in any violation of the provisions of the organizational documents of such Commitment Party; and (ii) assuming the accuracy of the Company's representations and warranties in Section 4, will not result in any violation of, or any termination or material impairment of any rights under, any statute or any license, authorization, injunction, judgment, order, decree, rule or regulation of any Governmental Entity having jurisdiction over such Commitment Party or any of their properties, except in any such case described in clause (ii), as would not, individually or in the aggregate, reasonably be expected to result in a material adverse effect on the ability of such Commitment Party to perform its obligations under this Agreement.

(h) *Consents and Approvals*. Assuming the accuracy of the Company's representations and warranties in Section 4, no consent, approval, authorization, order, registration or qualification of or with any Governmental Entity having jurisdiction over such Commitment Party or any of its properties is required for the purchase of the Shares by the Commitment Parties hereunder and the execution and delivery by such Commitment Party of this Agreement and performance of and compliance by it with all of the provisions hereof and thereof (and the consummation of the transactions contemplated hereby and thereby), except (i) the entry of the Confirmation Order, (ii) filings, if any, pursuant to the HSR Act and the expiration or termination of all applicable waiting periods thereunder or any applicable notification, authorization, approval or consent under any other Antitrust Laws in connection with the transactions contemplated by this Agreement, (iii) consents, approvals and authorizations from the Federal Communications Commission, state public utility commissions and other similar Government Entities having jurisdiction over the assets, businesses, and operations of the Company and its Subsidiaries; (iv) the filing of any other corporate documents in connection with the transactions contemplated by this Agreement with applicable state filing agencies, (v) such consents, approvals, authorizations, registrations or qualifications as may be required under foreign securities laws, federal securities laws or state securities or Blue Sky laws in connection with the offer and sale of the Direct Investment Shares, (vi) as set forth on Section 4(g) of the Company Disclosure

Schedules, and (vii) such consents, approvals, authorizations, registrations or qualifications which are described or provided for in Section 8 or Section 9 or the absence of which would not, individually or in the aggregate, reasonably be expected to result in a material adverse effect on the ability of such Commitment Party to perform its obligations under this Agreement.

(i) *Sufficiency of Funds*. As of the date hereof, such Commitment Party has access to sufficient immediately available funds and/or capital commitments, and as of the Commitment Funding Deadline such Commitment Party will have sufficient immediately available funds, to make and complete the payment of the aggregate purchase price for Direct Investment Shares on or prior to the Commitment Funding Deadline.

(j) *No Brokers Fee*. Such Commitment Party is not a party to any contract with any person that would give rise to a valid claim against any of the Debtors for a brokerage commission, finder's fee or like payment in connection with the Direct Investment or the sale of the Direct Investment Shares.

(k) *Due Diligence Investigation.* Such Commitment Party acknowledges and represents and warrants to the Company that:

(i) such Commitment Party (a) has completed such inquiries and investigations as it has deemed appropriate into, and, based thereon, has formed an independent judgment concerning, the Company Group Entities and the transactions contemplated by this agreement, and (b) has been furnished with, or given access to, all such projections, forecasts, estimates, appraisals, statements, promises, advice, data or information about the Company Group Entities sufficient to make the agreements hereunder. Such Commitment Party further acknowledges and agrees that (x) the only representations and warranties made by the Company are the representations and warranties expressly set forth in Section 4 (as modified by the Disclosure Schedules) and such Commitment Party has not relied upon any other express or implied representations, warranties or other projections, forecasts, estimates, appraisals, statements, promises, advice, data or information made, communicated or furnished by or on behalf of the Company Group Entities or any of their respective Affiliates or Representatives, including any projections, forecasts, estimates, appraisals, statements, promises, advice, data or information made, communicated or furnished by or through the Company's financial professional advisors, or management presentations, data rooms (electronic or otherwise) or other due diligence information, and that such Commitment Party will not have any right or remedy arising out of any such other representation, warranty or other projections, forecasts, estimates, appraisals, statements, promises, advice, data or information and (y) any claims such Commitment Party may have for breach of any representation or warranty shall be based solely on the representations and warranties of Seller expressly set forth in Section 4 (as modified by the Disclosure Schedules).

(ii) entry by such Commitment Party into this Agreement is as a result of, and in reliance solely upon (i) such Commitment Party's and its Representatives' knowledge, experience, enquiries and advice concerning the Company Group Entities; and (ii) such Commitment Party's due diligence inquiries and investigations, and without the benefit of any inducement, representation or warranty from any Company Group Entity, the Australian Administrators or their respective Representatives (irrespective of whether or not the due diligence investigation was as full or as exhaustive as such Commitment Party would have wished) other than those expressly set out in this Agreement;

(iii) other than as set out in this Agreement, none of the Company Group Entities, the Australian Administrators or their respective Representatives: (i) has made or makes any representation or warranty as to the accuracy or completeness of any information provided by the Company or any other Company Group Entity, the Australian Administrators or their respective Representatives to such Commitment Party or its Representatives in connection with this Agreement; (ii) accepts any duty of care in relation to such Commitment Party or its Representatives in respect of any such information; or (iii) will be liable to such Commitment Party or its Representatives if, for whatever reason, any information provided by a Company Group Entity, the Australian Administrators or their respective Representatives to such Commitment Party or its Representatives is or becomes inaccurate, incomplete or misleading in any way;

(iv) except as set out in this Agreement, all warranties and representations on the part of the Company and any other Company Group Entities, whether express or implied, statutory or otherwise (including under the *Competition and Consumer Act 2010* (Cth) or the Corporations Act) are, to the fullest extent permitted by law, expressly excluded and the Company Group Entities and the Australian Administrators disclaim all liability in relation to them to the fullest extent permitted by law (on its own behalf and on behalf of the Australian Administrators and their respective Representatives); and

(v) the information provided to such Commitment Party or its Representatives in connection with the Company Group Entities, the Australian Administrators or this Agreement (i) has not been verified, analyzed, audited, tested, assessed or reviewed by any Company Group Entity, the Australian Administrators or their respective Representatives, and (ii) may not constitute all information which may be required by it to make an assessment of the Company Group Entities or any of the transactions contemplated by this Agreement.

Section 6. ADDITIONAL COVENANTS OF THE COMPANY. The Company agrees with the Commitment Parties as follows:

(a) *Plan and Disclosure Statement*. The Company shall, and shall cause the other Debtors to:

(i) file with the Bankruptcy Court, no later than one (1) Business Day following the date hereof, the Plan in the form attached hereto as Exhibit A and a related disclosure statement (the "**Disclosure Statement**") on terms consistent with this Agreement and the Plan, and in each case otherwise in form and substance reasonably acceptable to the Required Commitment Parties and the Company;

(ii) use reasonable best efforts to obtain the entry of an order by the Bankruptcy Court, in form and substance reasonably acceptable to the Company and the Required Commitment Parties, approving the Disclosure Statement on a conditional basis (the "**Disclosure Statement Order**") as soon as practicable; and

(iii) use reasonable best efforts to obtain the entry of a Confirmation Order by the Bankruptcy Court, in form and substance reasonably acceptable to the Required Commitment Parties and the Company.

The Company will provide to the Commitment Parties and their counsel a draft copy of the Plan, the Disclosure Statement, the Disclosure Statement Order and the Confirmation Order and a reasonable opportunity to review and comment on such documents and orders prior to the same being filed with the Bankruptcy Court.

(b) *Support of the Plan*. The Company and the Debtors, as applicable, shall (i) negotiate in good faith the terms of the Disclosure Statement Order and the Confirmation Order and such other agreements, documents, motions or filings necessary to implement the Restructuring, and (ii) support and make commercially reasonable efforts to (A) obtain the entry of the Confirmation Order, and (B) take all other actions required under the terms of this Agreement and, once filed, the Plan, consistent with the Bankruptcy Code, the Bankruptcy Rules and the Plan.

(c) [RESERVED]

(d) [RESERVED]

(e) [RESERVED]

(f) *Restructuring Transactions; Restructuring Documents*. The Company shall negotiate in good faith and otherwise use its reasonable best efforts to agree upon, enter into and make effective such agreements, instruments, documents, motions and/or filings as may be necessary or advisable to effectuate the Litigation Trust, the Restructuring, the Corporate Restructuring, the Restructuring Steps, the Restructuring Transactions, and the organizational form, tax classification and tax residence of the Reorganized Debtors and New Speedcast Parent (in each case, as defined in the Plan) and the other terms of the Plan (collectively, the "**Restructuring Documents**"), on terms consistent in all material respects with this Agreement and the Plan and otherwise in form and substance reasonably acceptable to the Required Commitment Parties and the Company.

(g) *Consultation and Cooperation*. The Company will, and will cause the other Company Parties to, deliver to Wachtell, Lipton, Rosen & Katz and any other counsel to a Commitment Party (to the extent practicable) as soon as available but no later than two Business Days prior to filing, copies of all proposed non-ministerial or non-administrative pleadings, motions, applications, orders and other documents to be filed by or on behalf of the Company Parties with the Bankruptcy Court in the Chapter 11 Cases, and shall consult in good faith with Wachtell, Lipton, Rosen & Katz and any other counsel to a Commitment Party and the other advisors to the Commitment Parties regarding the form and substance of any such document. The Disclosure Statement Order, the Confirmation Order, the other Restructuring Documents shall be in form and substance reasonably acceptable to the Required Commitment Parties and the Company.

(h) *Share Legend*. Each certificate evidencing Direct Investment Shares issued hereunder and each certificate issued in exchange for or upon the transfer of any such shares, shall be stamped or otherwise imprinted with a legend (the "**Legend**") in substantially the following form:

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE WERE ORIGINALLY ISSUED ON [DATE OF ISSUANCE], HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR ANY OTHER APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR AN AVAILABLE EXEMPTION FROM REGISTRATION THEREUNDER."

In the event that any such Direct Investment Shares are uncertificated, such Direct Investment Shares shall be subject to a restrictive notation substantially similar to the Legend in the stock ledger or other appropriate records maintained by New Speedcast Parent or agent and the term "Legend" shall include such restrictive notation. New Speedcast Parent shall remove the Legend (or restrictive notation, as applicable) set forth above from the certificates evidencing any such Direct Investment Shares (or the share register or other appropriate New Speedcast Parent records, in the case of uncertified shares), upon request, at any time after the restrictions described in such Legend cease to be applicable, including, as applicable, when such Direct Investment Shares may be sold under Rule 144 of the Securities Act. New Speedcast Parent may reasonably request such certificates or other factual evidence that such restrictions no longer apply as a condition to removing the Legend.

(i) *Approvals*. Except as set forth in this Agreement or with the prior written consent of the Required Commitment Parties, during the period from the date of this Agreement to the earlier of the Plan Effective Date and the date on which this Agreement is terminated in accordance with its terms, the Company shall, and shall (to the extent applicable) cause the other Company Group Entities to, use reasonable best efforts to take all actions and prepare and file as promptly as practicable (but in no event (x) earlier than is advised by the Company's regulatory counsel or (y) later than the date that is three weeks following the Plan Sponsor Selection Date (as defined in the Plan Sponsor Selection Procedures) or at such later date as mutually reasonably agreed by the

Company and the Required Commitment Parties) all necessary filings (or drafts thereof) (including by reasonably cooperating with the Commitment Parties as to the content of such filings; *provided* that the Company shall be entitled to redact or designate as outside-counsel only any competitively sensitive information or information relating to valuation) and to effect all applications that are necessary or advisable in connection with seeking any approval, clearance, exemption or authorization from any Governmental Entity, including without limitation, DCSA, CFIUS, ASIC (if applicable) and ASX, and under any Antitrust Laws including the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder (the "**HSR Act**"), so as to consummate and make effective the Restructuring or to otherwise waive the requirement for the Company to obtain shareholder approval, including the transactions contemplated by this Agreement no later than the Outside Date. To the extent permitted by applicable law, the Company shall promptly notify the Commitment Parties (and furnish to them copies of, if requested) of any communications from Governmental Entities and shall not participate in any meeting or discussion with any such authority unless it consults with Wachtell, Lipton, Rosen & Katz and any other counsel to a Commitment Party, on behalf of the Commitment Parties, in advance to the extent permitted by applicable law and gives Wachtell, Lipton, Rosen & Katz and any other counsel to a Commitment Party, on behalf of the Commitment Parties, reasonable prior notice of the meeting or discussion and the opportunity to attend and participate thereat. The Company shall not, and shall cause the other Company Group Entities not to, take any action that impedes or materially delays, or is reasonably likely to materially impede or delay, the ability of the Parties to obtain any necessary approvals required for the transactions contemplated by this Agreement by the Outside Date. The Company shall, and shall cause the other Company Group Entities to, take any and all necessary steps to resolve as soon as reasonably practicable any inquiry or investigation by any Government Entity relating to the transactions contemplated by this Agreement. In connection with any such inquiry or investigation, the Company further agrees to supply as promptly as reasonably practicable any additional information and documentary material that may be requested or required pursuant to applicable law, including any Antitrust Law. The Company shall not withdraw their HSR Act filings, or any filings necessary to consummate the transactions contemplated by this Agreement, enter into any agreements to extend any HSR Act waiting period or enter into any agreements not to consummate or delay consummation of the transactions contemplated by this Agreement without the prior written consent of the Required Commitment Parties, other than as contemplated in Section 12(a) of this Agreement. Notwithstanding the foregoing, the Company shall not, and shall cause the other Company Group Entities not to, make, agree to or accept any offer, acceptance or counter-offer with any Governmental Entity with respect to any proposed settlement, consent decree, commitment or remedy, except as specifically agreed to with the Required Commitment Parties. For purposes of this Agreement, "**Antitrust Laws**" means the HSR Act, the Sherman Act, as amended, the Clayton Act, as amended, the Federal Trade Commission Act, as amended, and all other applicable laws that are designed or intended to prohibit, restrict or regulate actions or transactions having the purpose or effect of monopolization or restraint of trade or lessening of competition through merger or acquisition or effectuating foreign investment.

(j) *Conduct of Business*. Before and through the Plan Effective Date, except as (A) expressly set forth herein, (B) expressly provided in the Plan, any order entered by the Bankruptcy Court or in connection with the Australian Insolvency Proceedings, or (C) with the express written consent of the Required Commitment Parties (such consent not to be unreasonably withheld, conditioned or delayed), the Company shall, and shall cause the other Company Group Entities to, (i) except to the extent inconsistent with the Bankruptcy Code or the DIP Credit Agreement, carry on its business in the ordinary course based on historical practices and the operations contemplated in the Company's existing business plan (as may be updated in the ordinary course from time to time with the consent of the Required Commitment Parties), (ii) preserve intact their current business organization (including by not taking or failing to take any action that would cause a change to the tax status or classification of any Company Group Entity), (iii) use commercially reasonable efforts to keep available the services of their current executive officers and key employees, and (iv) use commercially reasonable efforts to preserve their relationships with material customers, suppliers, licensors, licensees, distributors and others having material business dealings with the Company Group Entities. Notwithstanding anything to the contrary contained herein, any action taken, or omitted to be taken, by the Company or any other Company Group Entity (a) in connection with the Australian Insolvency Proceedings or any other insolvency process in any jurisdiction in relation to the Company Group Entities, in each case, as may be necessary or advisable to effect the Restructuring or (b) any action taken, or omitted to be taken, by the Company Group Entities pursuant to any law, directive, pronouncement or guideline providing for business closures, "sheltering-in-place" or other restrictions that relates to, or arises out of, the COVID-19 pandemic (collectively, a "**COVID-19 Response**") shall in no event constitute a breach of this Section 6(j).

(k) *Access to Information*. The Company shall (i) afford the Commitment Parties and their respective representatives upon reasonable request and reasonable notice, from the period commencing on the date hereof and through the Plan Effective Date, reasonable access, during normal business hours and without unreasonable disruption or interference with the Company's business or operations, to the Company's employees, advisors, properties, books, contracts and records and (ii) during such period, furnish promptly to such parties all reasonable information concerning the Company's business, properties and personnel and Tax profile, including the Tax structure and Tax attributes of the Company Group Entities, as may reasonably be requested by any such party, and directly related to a stated purpose for such request, including tax and financial analyses conducted by the Company and its advisors to the extent such analyses may be relevant to the Commitment Parties' Direct Investment and participation in the transactions contemplated by this Agreement and (iii) during such period, keep the Commitment Parties reasonably informed of any pending or threatened legal, governmental or regulatory investigations, actions, suits or proceedings and any internal investigations relating to any potential or alleged violation of any applicable law or statute or any judgment, order, rule or regulation of any Governmental Entity; *provided* that the foregoing shall not require the Company (x) to permit any inspection, or to disclose any information, that in the reasonable judgment of the Company would cause the Company to violate any of its obligations with respect to confidentiality to a third

party, (y) to disclose any legally privileged or commercially sensitive information of the Company or (z) to violate any applicable laws or orders; *provided, further,* that in such instances the Company shall to the extent permitted by applicable laws inform the Commitment Parties of the general nature of the information being withheld and, if a Commitment Party requests, exercise commercially reasonable efforts to provide such information, in whole or in part, in a manner that would not result in any of the outcomes described in preceding proviso; *provided, further,* that the Commitment Parties shall, as a condition to such access, enter into customary access letters at the request of the Company and its advisors. Notwithstanding anything to the contrary contained herein, the Company shall be deemed not to have violated or breached this Section 6(k) to the extent such breach is the consequence of actions reasonably taken by the Company in connection with a COVID-19 Response; provided, that the Company shall, to the extent legally permissible, reasonably necessary and practicable, make appropriate substitute arrangements.

(l) *Further Assurances*. Without in any way limiting any other obligation of the Company in this Agreement, the Company shall use commercially reasonable efforts to take or cause to be taken all actions, and do or cause to be done all things, reasonably necessary, and as any Commitment Party may reasonably request, in order to consummate and make effective the transactions contemplated by this Agreement. The Company furthermore agrees that it shall perform, and cause the other Company Group Entities to perform, any and all of its covenants, agreements and obligations under this Agreement and not take any actions that would be inconsistent with such obligations.

(m) [RESERVED]

(n) *Appointment of Australian Administrators.* The Parties hereby acknowledge and agree that, after the date hereof, the Company may appoint one or more administrators of the Company (an "**Australian Administrator**"), *provided* that prior to the appointment of an Australian Administrator, the Company shall consult in good faith with the Commitment Parties regarding the necessity and desirability of such appointment; *provided*, *however*, that such consultation shall not be deemed to constrain the free exercise of business judgment by the board of directors of the Company in accordance with their fiduciary duties. The Parties agree to (i) cooperate with, and take all measures reasonably necessary to support, any such appointment of an Australian Administrator, (ii) that the terms of this Agreement concerning or otherwise applicable to an "Australian Administrator" shall apply as between the Parties with respect to such Australian Administrator following any such appointment, and (iii) take all steps reasonably necessary to effect and support a deed of company arrangement or other arrangements satisfactory to such Australian Administrators giving effect to the Plan.

(o) *Plan Sponsor Selection Procedures; Notice*. This Agreement is subject to approval by the Bankruptcy Court and the consideration by the Company of higher or better competing bids in respect of all of the Company and its subsidiaries (each a "**Competing Plan Proposal**"). From the date hereof (and any prior time) and until the Plan Sponsor Selection Date, the Company is permitted to and to cause its Representatives and Affiliates to, initiate contact with, solicit or encourage submission of

any inquiries, proposals or offers by, any Person (in addition to the Commitment Parties and their Affiliates and Representatives) in connection with a Competing Plan Proposal. In addition, the Company shall have the responsibility and obligation to respond to any inquiries or offers for a Competing Plan Proposal and perform any and all other acts related thereto which are required under the Bankruptcy Code, the Plan Sponsor Selection Process (as defined in the Plan) or other applicable Law, including supplying information relating to the Company to prospective bidders. Until the earlier to occur of the termination of this Agreement and the date of the Confirmation Hearing, the Company shall provide copies of any Competing Plan Proposals to the Commitment Parties in accordance with the terms of the Plan Sponsor Selection Process.

Section 7. ADDITIONAL COVENANTS OF THE COMMITMENT PARTIES. Each of the Commitment Parties agrees, severally and not jointly, with the Company and each other Commitment Party:

(a) *Approvals*. Except as set forth in this Agreement or with the prior written consent of the Company, during the period from the date of this Agreement to the earlier of the Plan Effective Date and the date on which this Agreement is terminated in accordance with its terms, each Commitment Party shall use reasonable best efforts to take all actions and prepare and file as promptly as practicable (but in no event (x) earlier than is advised by the Company's regulatory counsel or (y) later than the date that is three weeks following the Plan Sponsor Selection Date (as defined in the Plan Sponsor Selection Procedures) or at such later date as mutually reasonably agreed by the Company and the Required Commitment Parties) all necessary filings (or drafts thereof) (including by reasonably cooperating with the Company and each other Commitment Party as to the contents of such filings; *provided* that the Commitment Parties shall be entitled to redact or designate as outside-counsel only any competitively sensitive information, information relating to valuation, or confidential information related to their respective investors) and to effect all applications that are necessary or advisable in connection with seeking any governmental approval, clearance, exemption or authorization from any Governmental Entity, including without limitation, DCSA and CFIUS, and under any Antitrust Laws including the HSR Act, so as to consummate and make effective the transactions contemplated by this Agreement no later than the Outside Date. To the extent permitted by applicable law, each Commitment Party shall promptly notify the Company and any other Commitment Party subject to the same filing or notice before any Governmental Entity (a "**Joint Commitment Party**") (and furnish to the Company and any Joint Commitment Party copies of, if requested) of any communications from any Government Entity and shall not participate in any discussion or meeting with any such Government Entity unless it consults with the Company and any Joint Commitment Party in advance and gives the Company and any Joint Commitment Party reasonable prior notice of the meeting or discussion and the opportunity to attend and participate thereat. No Commitment Party shall take any action that is intended or reasonably likely to materially impede or delay the ability of the Parties to obtain any necessary approvals required for the transactions contemplated by this Agreement by the Outside Date. The Commitment Parties shall, and shall cause their Affiliates to, take any and all necessary steps to resolve as soon as reasonably practicable

any inquiry or investigation by any Government Entity relating to the transactions contemplated by this Agreement. In connection with any such inquiry or investigation, the Commitment Parties further agree to supply as promptly as reasonably practicable any additional information and documentary material that may be requested or required pursuant to applicable law, including any Antitrust Law. The Commitment Parties shall not withdraw their HSR Act filings, or any filings necessary to consummate the transactions contemplated by this Agreement, enter into any agreements to extend any HSR Act waiting period or enter into any agreements not to consummate or delay consummation of the transactions contemplated by this Agreement without the prior written consent of the Company, other than as contemplated in Section 12(a) of this Agreement. Neither the Commitment Parties nor their respective Related Parties (as defined below) shall be required to (i) propose, negotiate, commit to and effect, by consent decree, hold separate order or otherwise, the sale, divestiture or disposition of, or prohibition or limitation on the ownership, equity interest, or operation by the Commitment Parties or any of their respective Related Parties of any portion of the business, properties or assets of the Company, Commitment Parties or any of their respective Related Parties, nor shall any Commitment Party make any offer, acceptance or counter-offer to or otherwise engage in negotiations or discussions with any Governmental Entity with respect to any such action without the written consent of the Required Commitment Parties, or (ii) initiate and/or participate in any proceedings, whether judicial or administrative, in order to (a) oppose or defend against any action by any Governmental Entity to prevent or enjoin the consummation of the transactions contemplated by this Agreement, and/or (b) take such action to overturn any regulatory action by any Governmental Entity to block consummation of the transactions contemplated by this Agreement, including by defending any suit, action or other legal proceeding brought by any Governmental Entity in order to avoid the entry of, or to have vacated, overturned or terminated, any decree, judgment, injunction or other order, whether temporary, preliminary or permanent, resulting from any suit, action or other legal proceeding; provided, that the Commitment Parties shall be required to propose, negotiate, commit to and effect, by consent decree, hold separate order or otherwise, the sale, divestiture or disposition of the business, properties or assets of the Company, or prohibition or limitation on the ownership, equity interest, or operation by the Commitment Parties of the Company; provided, further, that any such sale, divestiture, disposition, prohibition or limitation (A) is conditioned on the occurrence of, and shall become effective only from and after, the Plan Effective Date and (B) will not, in the aggregate, have a material and adverse effect on the Company and its subsidiaries or their respective assets, liabilities or operations, or on the value of the Direct Investment Shares.

(b) *Support of Plan*. Each Commitment Party agrees, severally and not jointly, that, prior to the earlier to occur of (x) the Plan Effective Date and (y) the termination of this Agreement in accordance with its terms, that it shall, (i) negotiate in good faith the terms of the Disclosure Statement Order and the Confirmation Order and such other agreements, documents, motions or filings necessary to implement the Restructuring and (ii) use its reasonable best efforts to cause its controlled Affiliates to agree to: (A) timely vote or cause to be voted all of its Claims owned or controlled by it to accept the Plan by timely delivering a duly executed and completed ballot or ballots, as applicable,

accepting the Plan; (B) not change or withdraw such vote or exercise (or cause or direct such vote or exercise to be changed or withdrawn); (C) consent to the treatment of all Claims and Interests in the Debtors as set forth in the Plan; and (D) not object to or otherwise commence any proceeding or take any other action opposing any of the terms of the Disclosure Statement or the Plan or this Agreement or that is inconsistent with or would materially delay or impede the consummation of the Plan or the transactions contemplated by this Agreement, unless, in each case, the Plan is modified in a manner that violates the terms of this Agreement.

(c) [RESERVED]

(d) [RESERVED]

(e) [RESERVED]

(f) *Restructuring Documents*. If applicable, each Commitment Party shall negotiate in good faith and otherwise use its reasonable best efforts to agree upon, enter into and make effective the Restructuring Documents, in each case on terms consistent in all material respects with this Agreement and the Plan and otherwise in form and substance reasonably acceptable to the Company and the Required Commitment Parties.

Section 8. CONDITIONS TO THE OBLIGATIONS OF THE COMMITMENT PARTIES. The obligations of each Commitment Party to purchase its respective Direct Investment Shares on the Plan Effective Date are subject to the satisfaction of the following conditions (unless waived by the Required Commitment Parties):

(a) *Plan and Confirmation Order*. The Plan, the Disclosure Statement, the Confirmation Order and the Disclosure Statement Order, as entered or approved by the Bankruptcy Court, as applicable, shall each be in the form and substance reasonably acceptable to the Debtors and the Required Commitment Parties, and, in the case of the Confirmation Order and the Disclosure Statement Order, shall be final, non-appealable and not subject to any stay as of the Plan Effective Date.

(b) *Conditions to the Plan*. The conditions to the occurrence of the Plan Effective Date set forth in the Plan shall have been satisfied or waived in accordance with the terms thereof and, concurrent with the consummation of the Direct Investment contemplated hereunder, and the Plan Effective Date shall have occurred or be deemed to have occurred.

(c) *Approvals*. (i) Any waiting period (and any extensions thereof) applicable to consummate the transactions contemplated by this Agreement under the HSR Act shall have expired or been terminated and (ii) all orders, notifications, approvals, clearances, waivers, exemptions, declarations, authorizations and consents of any Governmental Entity as required to consummate the transactions contemplated by this Agreement shall have been issued, made, or obtained, as applicable.

(d) *Commitment Funding Notice*. The Commitment Parties shall have received a Commitment Funding Notice in accordance with Section 1(b).

(e) *Valid Issuance*. The Direct Investment Shares shall be, upon (i) payment of the Aggregate Purchase Price as provided herein and (ii) the Plan Effective Date, validly issued and outstanding, and free and clear of all Taxes, liens, pre-emptive rights, rights of first refusal, subscription and similar rights, except as set forth herein or created or otherwise imposed by any Commitment Party, and other than liens pursuant to applicable securities laws.

(f) *No Restraint*. No judgment, injunction, decree or other legal restraint shall be in effect that prohibits the consummation of the Plan, the Restructuring, the Direct Investment or the transactions contemplated hereby or thereby.

(g) *Representations and Warranties*.

(i) The representations and warranties of the Company contained in Sections 4(a), (b), (c), (e) and (f)(ii) that are qualified as to materiality shall be true and correct, and those not so qualified shall be true and correct in all material respects on and as of the date hereof and on and as of the Plan Effective Date as if made on and as of such date (or, to the extent made as of a specific date, as of such date); and

(ii) all other representations and warranties of the Company contained in Section 4 shall be true and correct (without giving effect to any qualification set forth therein as to "materiality", "Material Adverse Effect" or other qualifications based on the word "material" or similar phrases) on and as of the date hereof and on and as of the Plan Effective Date as if made on and as of such date (or, to the extent made as of a specific date, as of such date), except, where the failure of such representations and warranties to be so true and correct does not have, and would not reasonably be expected to have, a Material Adverse Effect.

(h) *Covenants*. The Company shall have performed and complied in all material respects with all obligations and agreements required in this Agreement to be performed or complied with by it prior to the Plan Effective Date.

(i) *Material Adverse Effect*. Since the date hereof, there shall not have occurred a Material Adverse Effect. For the purposes of this Agreement, "**Material Adverse Effect**" shall mean a material and adverse effect on, and/or changes that would reasonably be expected to result in a material and adverse effect with respect to, (a) the business, operations, properties, assets or condition (financial or otherwise) of the Company Group Entities, taken as a whole, except to the extent arising from or attributable to: (i) any change in global, national or regional political conditions or in the general business, market, financial or economic conditions affecting the industries, regions and markets in which the Company Group Entities operate, (ii) any change arising in connection with, hostilities, acts of war, sabotage or terrorism or military actions or any escalation or material worsening of any such hostilities, acts of war,

sabotage or terrorism or military actions, whether commenced before or after the date hereof and whether or not pursuant to the declaration of a national emergency or war, (iii) the announcement of this Agreement, (iv) changes in the market price or trading volume of the claims or equity or debt securities of the Company (but not the underlying facts giving rise to such changes unless such facts are otherwise excluded pursuant to the clauses contained in this definition), (v) changes in the United States or foreign securities or financial markets in general (including any decline in the price of securities generally or any market or index), (vi) any change that generally affects any industry in which the Company Group Entities operate, (vii) the occurrence of any act of God or other calamity or force majeure event (whether or not declared as such), including any civil disturbance, embargo, natural disaster, fire, flood, hurricane, tornado, or other weather event, (viii) any changes in applicable laws generally applicable to any industry in which the Company Group Entities operate or International Financial Reporting Standards ("**IFRS**") (or other relevant accounting rules), (ix) any change resulting from the pendency of or emergence from the Chapter 11 Cases, actions taken in connection with the Chapter 11 Cases, or any reasonably anticipated effects of such pendency, emergence or actions, or from any action approved by the Bankruptcy Court, (x) any change resulting from the entry into this Agreement, compliance with terms of this Agreement or the consummation of the transactions contemplated hereby, (xi) changes in actual or threatened pandemics (including COVID-19 or SARS-CoV-2 virus or any mutation or variation thereof), any Governmental Authority or public-health authority's response to any actual or threatened pandemics (including any government mandated shutdown, restrictions on travel or requirement to shelter at home), or any loss of customers, suppliers orders or contracts in connection with any actual or threatened pandemics, (xii) any failure, in and of itself, by the Company Group Entities to meet any internal or published projections, forecasts, predictions or guidance relating to revenues, income, cash position, cash-flow or other financial measure (but not the underlying facts giving rise to such changes unless such facts are otherwise excluded pursuant to the clauses contained in this definition) (except, in the cases of (i), (ii), (v), (vi), (vii), (viii), and (xi) to the extent the Company Parties, taken as a whole, are disproportionately impacted thereby relative to other entities operating in the same industry or industries in which the Company Parties operate) or (b) the ability of the Company Parties to perform their material obligations under this Agreement.

(j) [RESERVED]

(k) *Authorized Capital*. Upon the Plan Effective Date, the authorized capital of New Speedcast Parent shall be sufficient to issue all of the Direct Investment Shares consistent with the terms of this Agreement, the Plan and the Disclosure Statement and the issued and outstanding Direct Investment Shares of New Speedcast Parent shall be consistent with the terms of the Plan and the Disclosure Statement.

(l) *ASX and ASIC waiver or confirmation*. If approval of the transactions contemplated by this Agreement is required by the shareholders of the Company under the ASX Listing Rules or the Corporations Act, (i) copies of all proposed waiver or confirmation applications to be filed on behalf of the Company with ASX or ASIC shall, before filing thereof, be in form and substance reasonably acceptable to the Company and

Required Commitment Parties; (ii) the Company has received a waiver of the requirement for shareholder approval from the ASX or ASIC (as applicable) or confirmation from the ASX or ASIC (as applicable) that such approval of the transactions contemplated by this Agreement by the shareholders of the Company is not required, and such waiver or confirmation is not revoked or withdrawn; and (iii) if such waiver or confirmation is subject to any conditions, any such conditions are satisfied.

(m) *Deed of Company Arrangement or Other Arrangement*. If the Company shall have appointed one or more Australian Administrators, the Company and the Australian Administrators shall have entered into, and fully effectuated, a deed of company arrangement under Part 5.3A of the Corporations Act, or entered into and completed any other agreement or arrangement to give effect to the Plan, which in all cases shall be in form and substance reasonably acceptable to the Company and the Required Commitment Parties.

(n) *Exit from Deed of Cross Guarantee*. The Company has taken all necessary steps, including making all necessary filings to ASIC (if applicable), to release the wholly-owned subsidiaries of the Company from any deed of cross guarantee to which the Company and any wholly-owned subsidiaries of the Company are party pursuant to ASIC Corporations (Wholly-owned Companies) Instrument 2016/785 or ASIC Class Orders [CO 98/1418], [CO 91/996], [CO92/770], [CO93/1370], [CO 94/1862] or [CO 95/1530].

(o) [RESERVED]

(p) *FCPA.* The Required Commitment Parties are reasonably satisfied with the Company Group Entities' compliance with the FCPA and the anti-bribery laws and regulations of any applicable non-U.S. jurisdiction and the Company Parties' internal controls with respect to such compliance, it being understood that (A) any liability or monetary impact arising from such matters that exceeds or is reasonably likely to exceed $15,000,000 in the aggregate, and/or (B) any non-monetary effect or condition arising out of such matters that is, or is reasonably expected to have, a Material Adverse Effect shall constitute reasonable cause for the Required Commitment Parties not to be so satisfied.

(q) *Successful Plan Sponsor.* The Debtors have determined that the Commitment Parties are the Successful Plan Sponsor (as defined in the Plan Sponsor Selection Process) in accordance with the Plan Sponsor Selection Process.

Section 9. CONDITIONS TO THE OBLIGATIONS OF THE COMPANY. The obligations of the Company to consummate the transactions contemplated hereby on the Plan Effective Date with respect to each Commitment Party are subject to satisfaction of the following conditions (unless waived by the Company), except where the failure to satisfy any such condition is the result of a failure by the Company to comply with this Agreement:

(a) *Plan and Confirmation Order*. The Plan and the Confirmation Order, as entered or approved by the Bankruptcy Court, as applicable, shall each be in the form and

substance reasonably acceptable to the Debtors and the Required Commitment Parties, and in the case of the Confirmation Order, shall not be subject to any stay as of the Plan Effective Date.

(b) *Conditions to the Plan*. The conditions to the occurrence of the Plan Effective Date set forth in the Plan and the Confirmation Order shall have been satisfied or waived in accordance with the terms thereof and, concurrent with the consummation of the Direct Investment contemplated hereby, and the Plan Effective Date shall have occurred or be deemed to have occurred.

(c) *Funding Amount.* The applicable Commitment Party shall have wired its Funding Amount into the Escrow Account or, in the case of a Defaulting Commitment Party, the non-defaulting Commitment Parties have assumed and funded in full into the Escrow Account such Defaulting Commitment Party's Funding Amount pursuant to Section 3.

(d) *Approvals*. (i) Any waiting period (and any extensions thereof) applicable to consummate the transactions contemplated by this Agreement under the HSR Act shall have expired or been terminated and (ii) all orders, notifications, approvals, clearances, waivers, exemptions, declarations, authorizations and consents of any Governmental Entity as required to consummate the transactions contemplated by this Agreement shall have been issued, made, or obtained, as applicable.

(e) *No Restraint*. No judgment, injunction, decree or other legal restraint shall prohibit the consummation of the Plan, the Restructuring, the Direct Investment or the transactions contemplated hereby.

(f) *Representations and Warranties*. The representations and warranties of the applicable Commitment Party (for the avoidance of doubt, excluding any Defaulting Commitment Party) set forth in this Agreement shall be true and correct on and as of the Plan Effective Date as if made on and as of the Plan Effective Date (or, to the extent given as of a specific date, as of such date) except as would not, individually or in the aggregate, reasonably be expected to result in a material adverse effect on the ability of the applicable Commitment Party to perform its obligations under this Agreement.

(g) *Covenants*. The applicable Commitment Party (for the avoidance of doubt, excluding any Defaulting Commitment Party) shall have performed and complied in all material respects with all obligations and agreements required by this Agreement to be performed or complied with by such Commitment Party on or prior to the Plan Effective Date.

(h) *ASX and ASIC waiver or confirmation*. If approval of the transactions contemplated by this Agreement is required by the shareholders of the Company under the ASX Listing Rules or the Corporations Act, (i) the Company has received a waiver of the requirement for shareholder approval from the ASX or ASIC (as applicable) or confirmation from the ASX or ASIC (as applicable) that such approval of the transactions contemplated by this Agreement by the shareholders of the Company is not required, and

such waiver or confirmation is not revoked or withdrawn; and (ii) if such waiver or confirmation is subject to any conditions, any such conditions are satisfied.

(i) *Deed of Company Arrangement or Other Arrangements*. If the Company shall have appointed one or more Australian Administrators, the Company and the Australian Administrators shall have entered into, and fully effectuated a deed of company arrangement under Part 5.3A of the Corporations Act, or entered into and completed any other agreement or arrangement to give effect to the Plan, which in all cases shall be in form and substance reasonably acceptable to the Company and the Required Commitment Parties.

(j) *Exit from Deed of Cross Guarantee*. The Company has taken all necessary steps, including making all necessary filings to ASIC (if applicable), to release the wholly-owned subsidiaries of the Company from any deed of cross guarantee to which the Company and any wholly-owned subsidiaries of the Company are party pursuant to ASIC Corporations (Wholly-owned Companies) Instrument 2016/785 or ASIC Class Orders [CO 98/1418], [CO 91/996], [CO92/770], [CO93/1370], [CO 94/1862] or [CO 95/1530].

Section 10. CERTAIN STRUCTURING AND TAX MATTERS.

(a) The Litigation Trust, Restructuring, Corporate Restructuring, Corporate Restructuring Steps, Restructuring Transactions, the Reorganized Debtors (other than the Company) and New Speedcast Parent (in each case, as defined in the Plan) will be structured and implemented in a tax-efficient manner and as otherwise reasonably acceptable to the Required Commitment Parties and the Company. The Company shall consult and cooperate with the Commitment Parties regarding the structure and implementation of the Litigation Trust, Restructuring, Corporate Restructuring, Corporate Restructuring Steps, Restructuring Transactions, the Reorganized Debtors (other than the Company) and New Speedcast Parent (in each case, as defined in the Plan).

(b) New Speedcast Parent shall be a corporation organized under the laws of a State of the United States, provided, however, that (i) the Company and the Required Commitment Parties shall reasonably cooperate to analyze the tax and other consequences of effecting any restructuring as may be necessary to cause the Company's U.S. business to be held in a "flow-through" structure for U.S. federal income tax purposes following the consummation of the Plan, and (ii) at the election of the Required Commitment Parties, New Speedcast Parent shall instead be organized as a partnership, limited liability company or similar entity organized under the laws of a State of the United States.

(c) The Company shall use commercially reasonable efforts to effect the Litigation Trust, Restructuring, Corporate Restructuring, Corporate Restructuring Steps, Restructuring Transactions, the Reorganized Debtors (other than the Company) and New Speedcast Parent (in each case, as defined in the Plan) at such times and in such manner

as shall be determined in accordance with Section 10(a), including effectuating the Restructuring on the Plan Effective Date.

Section 11. SURVIVAL OF REPRESENTATIONS AND WARRANTIES; LIMITATIONS ON CLAIMS AGAINST COMPANY.

(a) The representations, warranties, covenants and agreements contained in this Agreement will not survive the Plan Effective Date, such that no claim for breach of, or otherwise related to, any such representation, warranty, covenant or agreement or detrimental reliance or other right or remedy (whether in contract, in tort or at law or in equity) may be brought after the Closing with respect thereto against the Company, and there shall be no liability in respect thereof after the Closing, whether such liability has accrued prior to, on or after the Closing; provided, however, that covenants and agreements that by their terms are to be satisfied after the Plan Effective Date by New Speedcast Parent shall survive until satisfied in accordance with their terms.

(b) Neither the Company nor any other Company Group Entity accepts any duty of care in relation to a Commitment Party in respect of any disclosure or the provision of any information to a Commitment Party.

(c) Without in any way limiting this Section 11, subject to any law to the contrary, and to the maximum extent permitted by law, except for any breach of this Agreement or as otherwise expressly set forth herein, the Company and each other Company Group Entity disclaims all liability for any loss suffered by any person arising out of, in connection with or as a result of, any negligence, default or lack of care on the part of the Company or any other Company Group Entities.

(d) To the maximum extent permitted by applicable law, each Commitment Party agrees not to make, and releases any right it may have to make, against any Company Group Entity, any claim based on the Australian Consumer Law (including sections 4, 18 and 29 of the Competition and Consumer Act 2010 (Cth)) or based on any corresponding provision of any state or territory legislation, or on a similar provision under any other law, for any act or omission concerning the Company Group Entities or for any statement or representation about any of those things which is not expressly contained in this Agreement.

Section 12. TERMINATION.

(a) *Termination*. This Agreement may be terminated prior to the Plan Effective Date by (i) by the mutual written consent of the Company and the Required Commitment Parties or (ii) either the Company or the Commitment Parties if the Plan Effective Date has not occurred on or prior to March 15, 2021 (the "**Outside Date**").

(b) *Termination by the Required Commitment Parties*. Prior to the Plan Effective Date, the Required Commitment Parties may terminate this Agreement by three (3) days prior written notice to the Company upon the occurrence and during the continuance of any of the following:

(i) upon the breach in any material respect by the Company of any of the undertakings, representations, warranties or covenants of the Company set forth herein, and such breach or inaccuracy would, individually or in the aggregate, result in a failure of a condition set forth in Section 8 if continuing on the Plan Effective Date, and which is incurable or, if curable, remains uncured by the earlier of (1) ten (10) Business Days after the receipt of written notice of such breach from any of the Required Commitment Parties pursuant to this Section 12 and in accordance with Section 13 (as applicable) and (2) the Business Day before the Outside Date; *provided* that the Commitment Parties shall not have the right to terminate this Agreement pursuant to this Section 12 if any Commitment Party is then in breach of any representation, warranty, covenant or other agreement hereunder that would result in the failure of any condition set forth in Section 9 not being satisfied;

(ii) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any final and nonappealable ruling, judgment or order enjoining the consummation of or rendering illegal the Restructuring, the Direct Investment or any other material portion of the transactions contemplated by this Agreement;

(iii) the Confirmation Order or the Disclosure Statement Order, the other Restructuring Documents and any amendments, modifications, or supplements thereto, to the Plan or the Disclosure Statement filed or entered into or made effective by any Debtor includes terms that are inconsistent with the Plan or are not otherwise reasonably acceptable to the Required Commitment Parties, and such event remains unremedied for a period of three Business Days following the Company Parties' receipt of notice of such inconsistent term;

(iv) any of the Chapter 11 Cases shall have been dismissed or converted to a case under chapter 7 of the Bankruptcy Code, or the Bankruptcy Court has entered into an order in any of the Chapter 11 Cases appointing an examiner or trustee with expanded powers to oversee or operate the Debtors in the Chapter 11 cases;

(v) if, as of 11:59 p.m. prevailing Eastern Time on the date that is seventy five (75) days from the date the Plan is filed with the Bankruptcy Court, the Bankruptcy Court has not entered the Confirmation Order; or

(vi) (x) any of the Debtors enter into a definitive agreement with respect to a Competing Plan Proposal with a third party or (y) the Final Selection Date (as defined in the Plan Sponsor Selection Process), unless the Debtors have determined that the Commitment Parties are the Successful Plan Sponsor (as defined in the Plan Sponsor Selection Process) in accordance with the Plan Sponsor Selection Process.

(c) *Termination by the Company*. Prior to the Plan Effective Date, the Company may terminate this Agreement by three days prior written notice to the

Commitment Parties upon the occurrence and during the continuance of any of the following:

(i) the Board of Directors of the Company or Australian Administrators at any time determines in good faith that continued performance under this Agreement would be inconsistent with its fiduciary duties under applicable law (as reasonably determined by such entity in good faith after consultation with outside legal counsel);

(ii) (x) any of the Debtors enter into a definitive agreement with respect to a Competing Plan Proposal with a third party in accordance with the Plan Sponsor Selection Process or (y) the Final Selection Date (as defined in the Plan Sponsor Selection Process), unless the Debtors have determined that the Commitment Parties are the Successful Plan Sponsor (as defined in the Plan Sponsor Selection Process) in accordance with the Plan Sponsor Selection Process;

(iii) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any final and nonappealable ruling, judgment or order enjoining the consummation of or rendering illegal the Restructuring, the Direct Investment or any other material aspect of the transactions contemplated by this Agreement;

(iv) the Bankruptcy Court denies entry of the order confirming the Plan; or

(v) solely with respect to each Commitment Party, upon the breach in any material respect by such Commitment Party of any of the undertakings, representations, warranties or covenants of such Commitment Party set forth herein which would, individually or in the aggregate, result in a failure of a condition set forth in Section 9 and which is incurable or, if curable, remains uncured by the earlier of (1) 10 Business Days after the receipt of written notice of such breach from the Company pursuant to this Section 12 and in accordance Section 13 (as applicable) and (2) the Business Day before the Outside Date; *provided* that the Company shall not have the right to terminate this Agreement pursuant to this Section if it is then in breach of any representation, warranty, covenant or other agreement hereunder that would result in the failure of any condition set forth in Section 8 being satisfied; *provided*, *further*, that in the event of any such termination, the applicable Commitment Party shall be deemed to be a Defaulting Commitment Party for purposes of the second sentence of Section 3.

(d) *Effect of Termination*. Subject to Section 14, upon termination of this Agreement, each party hereto shall be released from its commitments, undertakings and agreements under or related to this Agreement and shall have the rights and remedies that it would have had and shall be entitled to take all actions, whether with respect to the transactions contemplated hereby or otherwise, that it would have been entitled to take had it not entered into this Agreement. Notwithstanding anything contained herein, if this

Agreement is terminated as a result of a willful material breach of this Agreement by a party hereto, such party shall not be released and shall remain liable for any damages resulting from such termination.

(e) [RESERVED].

Section 13. NOTICES. All notices and other communications under this Agreement shall be in writing and shall be deemed given (a) when delivered personally by hand (with written confirmation of receipt), (b) when sent by facsimile (with written confirmation of transmission), (c) five (5) days after being deposited with the United States Post Office, by registered or certified mail, postage prepaid, (d) one (1) Business Day following the day sent by overnight courier (with written confirmation of receipt), or (e) when sent by electronic mail (with acknowledgment received), in each case at the following addresses (or to such other address as a party hereto may have specified by like notice):

If to Commitment Parties, to each of the undersigned Commitment Parties at the addresses listed on the signatures pages hereto,

with a copy to:

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019
Attn: Richard G. Mason
Victor Goldfeld
John R. Sobolewski
Email: RGMason@wlrk.com
VGoldfeld@wlrk.com
JRSobolewski@wlrk.com

If to the Company, to:

Speedcast International Limited
4400 S. Sam Houston Parkway East
Houston, Texas 77048
Attn: Dominic Gyngell, General Counsel
Email: dominic.gyngell@speedcast.com

With copies to (which shall not constitute notice):
Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Attn: Gary T. Holzer
David N. Griffiths
Ramona Y. Nee
Mariel E. Cruz

Email: gary.holzer@weil.com
david.griffiths@weil.com
ramona.nee@weil.com
mariel.cruz@weil.com

Weil, Gotshal & Manges LLP
700 Louisiana Street, Suite 1700
Houston, Texas 77002 Telephone:
Attn: Perez, Alfredo
Brenda Funk
Email: alfredo.perez@weil.com
brenda.funk@weil.com

Herbert Smith Freehills
ANZ Tower, Level 33, 161 Castlereagh Street
Sydney NSW 2000
Australia
Attn: Paul Apathy
Andrew Rich
Email: Paul.Apathy@hsf.com
Andrew.Rich@hsf.com

Section 14. SURVIVAL. Notwithstanding the termination of this Agreement, the agreements and obligations of the parties hereto in Section 12(d) and Section 14 through 23 shall survive such termination and shall continue in full force and effect for the benefit of the parties hereto in accordance with the terms hereof.

Section 15. ASSIGNMENT; THIRD PARTY BENEFICIARIES. Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned by any of the parties hereto without the prior written consent of the other parties hereto. Notwithstanding the previous sentence, the Commitment Parties' obligations hereunder may be assigned, delegated or transferred, in whole or in part, by any Commitment Party to any Related Fund in accordance with the terms of Section 2. Any purported assignment in violation of this Section 15 shall be void *ab initio* and of no force or effect.

Section 16. COMPLETE AGREEMENT. This Agreement (including the Exhibits, the Schedules, and the other documents and instruments referred to herein) constitutes the entire agreement of the parties hereto and supersedes all prior agreements, arrangements or understandings, whether written or oral, among the parties hereto with respect to the subject matter of this Agreement, except that the parties hereto acknowledge that any confidentiality agreements heretofore executed among the parties hereto will continue in full force and effect.

Section 17. GOVERNING LAW; SUBMISSION TO JURISDICTION; SELECTION OF FORUM; WAIVER OF TRIAL BY JURY. This Agreement, and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this Agreement (including the exhibits and schedules hereto), or the negotiation, execution,

termination, performance or nonperformance of this Agreement (including the exhibits and schedules hereto), shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and performed in such State, without regard to any conflict of laws principles thereof. Each party hereto agrees that it shall bring any action or proceeding in respect of any claim based upon, arising out of, or related to this agreement, any provision hereof or any of the transactions contemplated hereby, in the Bankruptcy Court, and solely in connection with claims arising under this Agreement or the transactions that are the subject of this Agreement (a) irrevocably submits to the exclusive jurisdiction of the Bankruptcy Court, (b) waives any objection to laying venue in any such action or proceeding in the Bankruptcy Court and (c) waives any objection that the Bankruptcy Court are an inconvenient forum or do not have jurisdiction over any party hereto. Each party hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. EACH PARTY HERETO WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, MATTER OR PROCEEDING BASED UPON, ARISING OUT OF, OR RELATED TO THIS AGREEMENT, ANY PROVISION HEREOF OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 18. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which will be considered one and the same agreement and will become effective when counterparts have been signed by each of the parties hereto and delivered to the other parties hereto (including via facsimile or other electronic transmission), it being understood that each party need not sign the same counterpart.

Section 19. ACTION BY, OR CONSENT OR APPROVAL OF, THE COMMITMENT PARTIES. Whenever this Agreement refers to any action to be taken by, or any consent or approval to be given by, the Commitment Parties, unless otherwise expressly provided in any particular instance, such reference shall be deemed to require the action, consent or approval of the Required Commitment Parties, and each Commitment Party agrees to be bound by any decision of the Required Commitment Parties with respect thereto.

Section 20. AMENDMENTS AND WAIVERS.

(a) This Agreement may be amended, modified or supplemented and the terms and conditions of this Agreement may be waived, only by a written instrument signed by the Company and the Required Commitment Parties and subject to the approval of the Bankruptcy Court; *provided* that any modification of, or amendment or supplement to, this Agreement that would (i) have the effect of (A) materially and adversely affecting any Commitment Party in a manner that is disproportionate to any other Commitment Party or (B) increasing the Funding Amount to be paid in respect of the Direct Investment Shares; or (ii) would have the effect of modifying this Section 20 shall require the prior written consent of all of the Commitment Parties.

(b) No delay on the part of any party hereto in exercising any right, power or privilege pursuant to this Agreement will operate as a waiver thereof, nor will any waiver on the part of any party hereto of any right, power or privilege pursuant to this Agreement, nor will any single or partial exercise of any right, power or privilege

pursuant to this Agreement, preclude any other or further exercise thereof or the exercise of any other right, power or privilege pursuant to this Agreement. The rights and remedies provided pursuant to this Agreement are cumulative and are not exclusive of any rights or remedies which any party hereto otherwise may have at law or in equity.

Section 21. SPECIFIC PERFORMANCE. The parties hereto acknowledge and agree that any breach of the terms of this Agreement would give rise to irreparable harm for which money damages would not be an adequate remedy and, accordingly, the parties hereto agree that in addition to any other remedies, each party hereto will be entitled to enforce the terms of this Agreement by a decree of specific performance without the necessity of proving the inadequacy of money damages as a remedy and without the necessity of posting bond.

Section 22. LIMITATION OF LIABILITY OF THE AUSTRALIAN ADMINISTRATORS (IF APPLICABLE). If the Company appoints an Australian Administrator:

(a) Each Party to this Agreement releases the Australian Administrators personally from all liabilities, demands and claims arising out of this Agreement and the transactions contemplated by this Agreement.

(b) Each Party to this Agreement covenants not to sue the Australian Administrators personally in respect of any liabilities, demands or claims arising out of this Agreement and the transactions contemplated by this Agreement.

(c) Each Party to this Agreement acknowledges and agrees that: (i) the Australian Administrators have only limited knowledge of the Company Group Entities, their assets and attributes, any liens and the history of the Company Group Entities; and (ii) the Australian Administrators do not in any way adopt or agree to be bound personally by this Agreement or the transactions contemplated by this Agreement.

(d) Each Party to this Agreement agrees that to the extent permissible by law: (i) the Australian Administrators are not personally liable for any amount required to be paid pursuant to this Agreement, or for any liability, demand or claim arising out of this Agreement, or the transactions contemplated by this Agreement; (ii) for the purposes of any acknowledgements or agreements as to, or provisions of, limitations of the liability of the Australian Administrators in this Agreement, references to the Australian Administrators where the context so permits shall mean and include their present and future firm or firms, partners and employees, and any legal entity or partnership that employs such administrators (the "**Firm**"), any successor or merged firm and the partners, shareholders, officers and employees of any such entity or partnership. The Firm holds the benefit of this clause on trust for the Australian Administrators and each other person referred to; (iii) these limitations of the liability of the Australian Administrators shall continue notwithstanding the Australian Administrators ceasing to act as administrators of the Company; and (v) these limitations on the liability of the Australian Administrators shall be in addition to, and not in substitution for, any right of indemnity or relief otherwise available to the Firm or the Australian Administrators and

shall continue notwithstanding termination of this Agreement or completion of the transaction contemplated by this Agreement.

(e) Notwithstanding any provision of this Agreement, the limitations on liability set out in this Section 22 do not apply in the case of any Australian Administrator's fraud, willful default or gross negligence and do not seek to limit the Australian Administrator's liability inconsistent with sections 443A, 443B and 443BA of the Corporations Act.

Section 23. LIMITATION OF LIABILITY OF THE COMMITMENT PARTIES. Notwithstanding anything to the contrary in this Agreement, each Party to this Agreement unconditionally and irrevocably covenants, agrees and acknowledges that (i) no right or remedy, recourse or recovery (whether at law or equity or in tort, contract or otherwise) under this Agreement or under any documents or instruments delivered in connection herewith or in connection with the transactions contemplated hereby (or the termination or abandonment thereof) or otherwise, or in respect of any oral representations made or alleged to be made in connection herewith, shall be had against any former, current or future direct or indirect equity holder, controlling person, general or limited partner, officer, director, employee, investment professional, manager, stockholder, member, agent, affiliate, assignee, financing source or other representatives of any of the foregoing or any of their respective successors or assigns (any such person, a "**Related Party**") of any Commitment Party or any Related Party of any such Related Party (including, without limitation, any liabilities or obligations arising under, or in connection with, this Agreement or any document or instrument delivered in connection herewith or the transactions contemplated hereby (or the termination or abandonment thereof), or in respect of any oral representations made or alleged to be made in connection herewith, or in respect of any claim (whether at law or equity or in tort, contract or otherwise), including in the event such Commitment Party breaches (whether willfully, intentionally, unintentionally or otherwise) its obligations under this Agreement or any document or instrument delivered in connection herewith or in connection with the transactions contemplated hereby (or the termination or abandonment thereof)), whether, in each case, by or through piercing of the corporate, limited liability company or limited partnership veil or similar action, whether by the enforcement of any judgment or assessment or by any legal or equitable proceedings, or by virtue of any statute, regulation or other applicable law or otherwise, (ii) it is expressly agreed and acknowledged that no personal liability or obligation whatsoever shall attach to, be imposed on, or otherwise be incurred by any Related Party of any Commitment Party or any Related Party of such Related Party for any liabilities or obligations of such Commitment Party under this Agreement or any documents or instruments delivered in connection herewith or in connection with the transactions contemplated hereby or thereby (or the termination or abandonment thereof) or otherwise, in respect of any oral representation made or alleged to have been made in connection herewith or therewith or for any claim (whether at law or equity or in tort, contract or otherwise) based on, in respect of, in connection with, or by reason of such obligations or their creation, and each Party hereto hereby irrevocably and unconditionally waives and irrevocably and unconditionally releases all claims (whether arising under equity, contract, tort or

otherwise) against such persons for any such liability or obligation and (iii) with respect to each Commitment Party, under no circumstances will the Company, any Commitment Party or any of their respective Related Parties, or the Company, any Commitment Party and their respective Related Parties in the aggregate, be entitled to monetary damages or monetary remedies for any claims, damages or other losses suffered as a result of the failure of the transactions contemplated by this Agreement to be consummated or for a breach or failure to perform hereunder or for any representation made or alleged to have been made in connection herewith or therewith, in excess of the amount equal to such Commitment Party's Funding Amount. For the avoidance of doubt, any Commitment Party may enforce this Agreement (including pursuant to Section 21) and seek any claim, damages or other losses against any other Commitment Party. For the avoidance of doubt, this Agreement does not alter any provisions, rights or obligations of any party to this Agreement, or such party's Affiliates, under the DIP Credit Agreement.

Section 24. OTHER INTERPRETIVE MATTERS.

(a) Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply: (i) when calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded and, if the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day; (ii) any reference in this Agreement to $ shall mean U.S. dollars; (iii) all exhibits and schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein and any capitalized terms used in any Exhibit or Schedule but not otherwise defined therein shall be defined as set forth in this Agreement; (iv) words imparting the singular number only shall include the plural and vice versa; (v) the words such as "herein," "hereinafter," "hereof," and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires; (vi) the word "including" or any variation thereof means "including, without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it; (vii) the division of this Agreement into Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement; (viii) all references in this Agreement to any "Section" are to the corresponding Section of this Agreement unless otherwise specified; (ix) the word "or" shall not be deemed to be exclusive; and (x) all references to, and any obligations of, "New Speedcast Parent" shall be a reference to and obligation of the "Company" unless and until the Company ceases to the ultimate parent of the Company Group Entities, and all references to, and any obligations of, the "Company" shall be a reference to and obligation of "New Speedcast Parent" once New Speedcast Parent becomes the ultimate parent of the Company Group Entities (and if New Speedcast Parent is a successor entity to the Company, it shall sign a joinder to this Agreement to give effect to this Section 24(a)(x)).

(b) The parties hereto have participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation

arises, this Agreement shall be construed as jointly drafted by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party hereto by virtue of the authorship of any provision of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

SPEEDCAST INTERNATIONAL LIMITED

By: _____

Name: Stephe Wilks
Title: Chair

CENTERBRIDGE CAPITAL PARTNERS III, L.P.

By: Centerbridge Associates III, L.P., its general partner

By: CCP III Cayman GP Ltd., its general partner

By: _____
Name: Bao Truong
Title: Authorized Signatory

CENTERBRIDGE CAPITAL PARTNERS SBS III, L.P.

By: CCP SBS GP, LLC, its general partner

By: _____
Name: Bao Truong
Title: Authorized Signatory

Address:

Centerbridge Partners, L.P.
375 Park Avenue, 11th Floor,
New York, NY 10152
Attn: Bao Truong
Jared Hendricks
Jeff Goldfarb
Email: btruong@centerbridge.com
jhendricks@centerbridge.com
jgoldfarb@centerbridge.com

Schedule 1

Direct Investment Shares

Commitment Party	Percentage of Direct Investment Shares
Centerbridge Capital Partners III, L.P.	95.56128750073090%
Centerbridge Capital Partners SBS III, L.P.	4.438712499269070%

Schedule 2

Debtor Entities

Name of Entity	Jurisdiction
SpeedCast International Limited	Australia
SpeedCast UK Holdings Limited	England & Wales
CapRock UK Limited	Scotland
CapRock Communications Pte. Ltd.	Singapore
Speedcast Cyprus Ltd.	Cyprus
SpeedCast Limited	Hong Kong
SpeedCast Group Holdings Pty Ltd	Australia
SpeedCast Americas, Inc.	United States
SpeedCast Communications, Inc.	United States
SpaceLink Systems, LLC	United States
SpeedCast Australia Pty Limited	Australia
Satellite Communications Australia Pty Ltd	Australia
Oceanic Broadband Solutions Pty Ltd	Australia
SpeedCast Managed Services Pty Limited	Australia
Maritime Communication Services, Inc.	United States
Telaurus Communications LLC	United States
CCI Services Corp.	United States
HCT Acquisition, LLC	United States
Cosmos Holdings Acquisition Corp.	United States
Globecomm Network Services Corporation	United States
Hermes Datacommunications International Limited	England & Wales
SpeedCast Singapore Pte. Ltd.	Singapore
SpaceLink Systems II, LLC	United States
CapRock Comunicações do Brasil Ltda.	Brazil
CapRock Participações do Brasil Ltda.	Brazil
Speedcast Canada Limited	Canada
CapRock Communications (Australia) Pty Ltd	Australia
SpeedCast Norway AS	Norway
Globecomm Europe B.V.	Netherlands
NewCom International, Inc.	United States
Evolution Communications Group Limited	British Virgin Islands
SpeedCast Netherlands B.V.	Netherlands
SpeedCast France SAS	France

Exhibit A
Plan

[Attached]

Exhibit B
Joinder

[*Attached*]

Form of Joinder Agreement

JOINDER AGREEMENT

This Joinder Agreement (the "***Joinder Agreement***") to the Amended and Restated Equity Commitment Agreement dated as of October 10, 2020 (as amended, supplemented or otherwise modified from time to time, the "***Equity Commitment Agreement***"), among the Company and the Commitment Parties is executed and delivered by the undersigned (the "***Joining Party***") as of [●], 2020 (the "***Joinder Date***"). Each capitalized term used herein but not otherwise defined shall have the meaning set forth in the Equity Commitment Agreement.

1. Agreement to be Bound. The Joining Party hereby agrees to be bound by all of the terms of the Equity Commitment Agreement, a copy of which is attached to this Joinder Agreement as **Annex 1** (as the same has been or may be hereafter amended, restated or otherwise modified from time to time in accordance with the provisions hereof). The Joining Party shall hereafter be deemed to be a "Commitment Party" for all purposes under the Equity Commitment Agreement. Without limiting the foregoing, pursuant to and in accordance with Section 2 of the Equity Commitment Agreement, the Joinder Party hereby commits to purchase Direct Investment Shares pursuant to the Equity Commitment Agreement.

2. Representations and Warranties. The Joining Party hereby severally and not jointly makes the representations and warranties of the Commitment Parties as set forth in Section 5 of the Equity Commitment Agreement to the Company as of the date hereof.

3. Investor Status. Without limiting the foregoing, the Joining Party represents and warrants that (x) it is a record holder of an allowed claim under that certain Syndicated Facility Agreement, dated as of May 15, 2018 ("**Prepetition SFA Claims**"), and (y) that is (i) an "accredited investor" (as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act of 1933 and the rules and regulations of the SEC thereunder (the "**Securities Act**")) or a qualified institutional buyer (within the meaning of Rule 144A of the Securities Act) and (ii) a "professional investor" within the meaning of the Corporations Act.

4. Governing Law. This Joinder Agreement shall be governed by and construed in accordance with the laws of the State of New York, but without giving effect to applicable principals of conflicts of law to the extent that the application of the Law of another jurisdiction would be required thereby.

[*Signature pages to follow*]

IN WITNESS WHEREOF, the Joining Party has caused this Joinder to be executed as of the date first written above.

[JOINING PARTY]

By:_____
Name:
Title:

Exhibit D

Liquidation Analysis

SPEEDCAST INTERNATIONAL LIMITED, et al.

HYPOTHETICAL LIQUIDATION ANALYSIS

THE AMOUNTS PRESENTED ARE ESTIMATES AND ARE BASED UPON THE ASSUMPTIONS NOTED. ACTUAL RESULTS COULD VARY MATERIALLY FROM WHAT IS PRESENTED.

Pursuant to section 1129(a)(7) of the Bankruptcy Code (frequently referred to as the "best interests test"), Holders of Allowed Claims must either (a) accept the Plan or (b) receive or retain under the Plan property of a value, as of the Plan's assumed Effective Date, that is not less than the value such non-accepting Holder would receive or retain if the Debtors were liquidated under chapter 7 of the Bankruptcy Code ('Chapter 7" and, the cases thereunder, the "Chapter 7 Cases" and, the trustee appointed thereunder, "Chapter 7 Trustee"). In determining whether the best interests test has been met, the first step is to determine the dollar amount that would be generated from a hypothetical liquidation of the Debtors' assets under Chapter 7.

The Debtors have prepared this hypothetical liquidation analysis (the "Liquidation Analysis") in connection with the Disclosure Statement. The Liquidation Analysis reflects the estimated cash proceeds, net of liquidation-related costs that would likely be available to the Debtors' creditors if the Debtors were to be liquidated under Chapter 7 as an alternative to the restructuring of the Debtors' businesses as proposed under the Plan. Accordingly, asset values discussed herein may be different than amounts referred to in the Plan. The Liquidation Analysis is based upon the assumptions contained herein and in the Disclosure Statement. All capitalized terms not defined in this Liquidation Analysis have the meanings ascribed to them in the Disclosure Statement.

UNDERLYING THE LIQUIDATION ANALYSIS ARE NUMEROUS ESTIMATES THAT, ALTHOUGH DEVELOPED AND CONSIDERED REASONABLE BY THE DEBTORS, ARE INHERENTLY SUBJECT TO SIGNIFICANT BUSINESS, ECONOMIC, REGULATORY, LITIGATION AND COMPETITIVE UNCERTAINTIES AND CONTINGENCIES BEYOND THE CONTROL OF THE DEBTORS AND THEIR MANAGEMENT. ACCORDINGLY, THERE CAN BE NO ASSURANCE THAT THE VALUES REFLECTED IN THE LIQUIDATION ANALYSIS WOULD BE REALIZED IF THE DEBTORS WERE, IN FACT, LIQUIDATED UNDER CHAPTER 7 OF THE BANKRUPTCY CODE, AND ACTUAL RESULTS COULD MATERIALLY DIFFER FROM THE RESULTS SET FORTH HEREIN.

OVERVIEW OF SIGNIFICANT ASSUMPTIONS

- The preliminary wind down scenario was prepared to estimate a range of liquidation value and to establish best interest.

- It is assumed the business would cease operations on December 31, 2020 and begin a wind down process. The wind down is assumed to occur over a 6-month period.

- It is assumed that the Company would file a Chapter 7 proceeding and a Trustee would be appointed to the case. This analysis assumes all currently filed entities are included in the Chapter 7.

- The liquidation analysis was prepared on a Debtor entity by Debtor entity basis and follows a priority waterfall where assets are liquidated at each Debtor entity. Under the liquidation analysis, liquidation expenses are paid first before remaining cash proceeds are distributed to creditors at each entity in accordance with creditor priorities.

- The wind down has been projected utilizing the Company's August financials as well as the DIP budget.

- The Company's Government business (which is in non-debtor Proxy entities) is projected to be sold with sale proceeds flowing to the immediate Debtor parent entity.

- Remaining non-debtor entities are projected to be liquidated with all creditors at each entity to be satisfied before remaining proceeds flow up to the parent company.

Speedcast International Limited, et al.
Hypothetical Chapter 7 Liquidation Analysis

($ in 000s)	Actual/ Book/ Estimated Value	Notes	High Value $	High Value %	Low Value $	Low Value %
Liquidation Proceeds:						
Unrestricted Cash	$ 14,874	(a)				
(-) Amount subject to asset financing obligations	(1,602)	(b)				
Unrestricted Cash - Available for liquidation	13,272		$ 13,272	100%	$ 13,272	100%
Restricted Cash	14,216	(c)	9,133	64%	6,088	43%
Accounts Receivable	96,882	(d)	50,700	52%	43,095	44%
Other Receivables	82,386	(e)	-	0%	-	0%
Inventories	21,075	(f)				
(-) Amount subject to asset financing obligations	(5,237)	(b)				
Inventories - Available for liquidation	15,838		12,671	80%	9,503	60%
PP&E, net (Excl. IFRS 16)	105,553	(f)				
(-) Amount subject to asset financing obligations	(6,971)	(b)				
PP&E, net (Excl. IFRS 16) - Available for liquidation	98,583		11,591	12%	5,795	6%
PP&E, net - Right of Use Assets (IFRS 16)	28,522	(g)	-	0%	-	0%
Sale of Proxy Business	102,971	(h)	102,971	100%	82,377	80%
Liquidation Proceeds from Non-Debtors (excl. Proxy)	10,422	(i)	10,422	100%	8,749	84%
Preference Claims	53,146	(j)	5,315	10%	-	0%
Interests in Joint Ventures	5	(f)	-	0%	-	0%
Goodwill and Intangible Assets	43,377	(f)	-	0%	-	0%
Other Non-current Receivables	435	(f)	-	0%	-	0%
Deferred Tax Assets	18,240	(f)	-	0%	-	0%
Total Proceeds Available For Distribution	**578,294**		**216,073**	**37%**	**168,879**	**29%**
Liquidation Expenses:						
Chapter 7 Trustee Fees		(k)	(6,482)		(5,066)	
Trustee Professional Fees		(l)	(6,000)		(6,000)	
Rent Expenses		(m)	(785)		(785)	
Insurance Expenses		(m)	(79)		(79)	
Other Wind-Down Expenses		(n)	(4,321)		(3,378)	
Total Liquidation Expenses			**(17,667)**		**(15,308)**	
Net Proceeds Available for Distribution		(o)	**$ 198,406**		**$ 153,571**	

	Claim Estimate		Projected Recovery $	Projected Recovery %	Projected Recovery $	Projected Recovery %
Superpriority Administrative Claims:						
Outstanding DIP Borrowings	$ 247,966	(p)	$ 198,406	80%	$ 153,571	62%
Total Superpriority Administrative Claims	**247,966**		**198,406**	**80%**	**153,571**	**62%**
Other Administrative Claims:						
Post-Petition A/P	$ 42,547	(q)	-	0%	-	0%
Accrued Lender Professional Fees and UST Fees	1,291	(r)	-	0%	-	0%
Payroll & Benefits Admin Claims	11,423	(s)	-	0%	-	0%
Priority Tax Claims	18,028	(t)	-	0%	-	0%
Total Other Administrative Claims	**73,289**		**-**	**0%**	**-**	**0%**
Prepetition Credit Facility:						
Outstanding Borrowings	$ 633,907	(u)	-	0%	-	0%
Remaining Proceeds Available for Distribution			**$ -**		**$ -**	
Asset Financing Facility Obligations:						
Asset Financing Facility Obligations	$ 13,809	(b)	$ 13,809	100%	$ 13,809	100%

Notes:
(a) Projected unrestricted cash balances at Debtor entities as of December 31, 2020 liquidation date.
(b) Assumes assets are returned to asset financing counter-parties with book values equal to the claim amounts of the obligations. In the case of the Cobham facilities, the book value of inventory and PP&E returned from Speedcast Cyprus Ltd. is not sufficient to satisfy the claims in full, requiring cash to satisfy the claims in full.
(c) Projected restricted cash balances at Debtor entities as of December 31, 2020 liquidation date. Excludes $6 million of cash related to the Harris settlement, which is assumed to be returned to Harris. Excludes restricted cash held in segregated accounts for purpose of satisfying specific claims (AUS employee account, utility deposit account, and professional fee account). Restricted cash is primarily composed of cash subject to country capital controls, as well as cash held in check payment accounts.
(d) Amount per A/R aging detail as of September 27, 2020. Amounts reflect gross trade receivables prior to provision for doubtful accounts of approximately $19 million. Recovery rates on A/R balances incorporate country-specific risks, as well as age of receivable balances.
(e) Amount reflects book values per Debtor entity balance sheets as of August 31, 2020. Negative asset values at legal entity level are treated as zero values. Other receivables primarily consists of: (i) accrued income related to percentage-of-completion accounting for one of the Company's major contracts; (ii) prepaid expenses, generally consisting of satellite & terrestrial prepayments, WHT taxes, and other general prepayments; (iii) a tax deposit with local tax authorities in Brazil, return of which is contingent on a settlement with tax authorities; and (iv) other general receivables.
(f) Amounts reflect book values per Debtor entity balance sheets as of August 31, 2020. Negative asset values at legal entity level are treated as zero values.
(g) Amounts reflect book values of right of use assets per Debtor entity balance sheets as of August 31, 2020. Assumes any equipment or other assets subject to operating leases will be returned to the lease claimants.
(h) Assumes sale of proxy business with sale proceeds flowing to immediate parent entity, SpeedCast Americas, Inc. High-value estimate for sale proceeds assumes a 5.1x multiple on forecasted EBITDA of $20.1 million.
(i) Assumes assets at non-Debtor excluded subsidiaries are liquidated and used to pay outstanding unsecured claims at those entities. Any remaining proceeds after payment of unsecured claims flow to the immediate Debtor parent entity of each non-Debtor subsidiary.
(j) Amount reflects payments to creditors within 90 days before the petition date, excluding payments to creditors with contracts that are proposed to be assumed. Detailed analysis of the payments has not been completed to determine if such payments can be considered preferential. For purposes of the liquidation analysis, a range of 0% to 10% recovery has been assumed.
(k) Assumes Chapter 7 Trustee Fees equal to 3% of Liquidation Proceeds.
(l) Assumes $1 million per month during 6-month wind down period for Chapter 7 Trustee's professional fees.
(m) Assumes one month of rent and insurance expenses are incurred following the liquidation date.
(n) Estimate equal to 2% of Liquidation Proceeds for other miscellaneous wind-down expenses.
(o) Analysis assumes distribution of proceeds to claimants according to priorities set out in US law. Certain claims may have differing priorities in certain foreign jurisdictions.
(p) Projected balance of the refinanced DIP facility as of December 31, 2020 liquidation date is based on the Speedcast Weekly Cash Flow Forecast that was used for the DIP refinancing motion filed on September 12, 2020, and DIP refinancing interim order filed on September 18, 2020.
(q) Estimated balance as of December 31, 2020 liquidation date based on A/P aging report dated September 25, 2020. Claim amount reduced by cash held in utility deposit account, which is assumed to satisfy utility claims.
(r) Projected outstanding accrued balance as of December 31, 2020 liquidation date.
(s) Estimated balance as of December 31, 2020 liquidation date based on Debtor entity balance sheets as of August 31, 2020. All payroll and benefit claims at Australian entities are assumed to be satisfied in full by cash held in the Australia employee obligations account.
(t) Estimated balance as of December 31, 2020 liquidation date based on Debtor entity balance sheets as of August 31, 2020. Excludes entities with negative tax liability balances in balance sheets.
(u) Projected balance as of December 31, 2020 liquidation date, including estimated swap termination claims of $23.8 million for Credit Agricole and $11.1 million for ING. Balance has not been adjusted for any draws on LCs occurring post-petition, which would be expected to reduce outstanding prepetition unsecured claims and increase the claim related to the prepetition credit facility. As of the petition date, the Debtors had approximately $10.6 million of outstanding LCs on the prepetition credit facility.

Speedcast International Limited, et al.
Estimated Liquidation Recovery by Entity
($ in 000s)

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

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

Exhibit E

Financial Projections

Financial Projections

*The prospective financial information included in this Disclosure Statement has been prepared by the Debtors' management team ("**Management**"). No independent auditors have examined, compiled or performed any procedures with respect to the accompanying prospective financial information.*

The Debtors do not, as a matter of course, publish their business plans, budgets or strategies or disclose projections or forecasts of their anticipated financial positions, results of operations or cash flows. Accordingly, the Debtors do not anticipate that they will, and disclaim any obligation to, furnish updated business plans, budgets, strategies, projections or forecasts of their anticipated financial positions, results of operations or cash flows to creditors or equity interest holders prior to the Effective Date of the Plan or to include such information in documents required to be filed with the SEC or otherwise make such information publicly available.

The assumptions, projections and other financial information contained in this section contain "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995.

The Debtors believe that the Plan meets the feasibility requirements set forth in section 1129(a)(11) of the Bankruptcy Code, as confirmation is not likely to be followed by liquidation or the need for further financial reorganization of the Debtors or any successor under the Plan. In connection with the planning and development of a plan of reorganization and for the purposes of determining whether such plan would satisfy this feasibility standard, the Debtors analyzed their ability to satisfy their financial obligations while maintaining sufficient liquidity and capital resources.

Management, with the assistance of their advisors, has prepared financial projections (the "**Financial Projections**") for the fiscal years 2020 through 2023 (the "**Projection Period**"). The Financial Projections were prepared by Management, with the assistance of their advisors, and are based on a number of assumptions made by Management and their advisors with respect to the potential future performance of the Reorganized Debtors' operations assuming the consummation of the Plan. The Financial Projections are presented on a consolidated basis, including estimates of operating results for Debtor entities and non-Debtor entities combined.

The Financial Projections will also assist each holder of a claim or interest in determining whether to vote to accept or reject the Plan. In general, as illustrated by the Financial Projections, the reduction of debt on the Debtors' balance sheet will substantially reduce future interest expense and improve future cash flows. Based on the Financial Projections, the Debtors should have sufficient cash flow to pay and service their post-restructuring debt obligations and to operate their business. The Debtors believe that the Confirmation Date and Effective Date of the Plan are not likely to be followed by the liquidation or further reorganization of the Reorganized Debtors. Accordingly, the Debtors believe that the Plan satisfies the feasibility requirements of section 1129(a)(11) of the Bankruptcy Code.

THESE FINANCIAL PROJECTIONS WERE NOT PREPARED WITH A VIEW TOWARD COMPLIANCE WITH PUBLISHED GUIDELINES OF THE SEC OR GUIDELINES

ESTABLISHED BY THE AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS FOR PREPARATION AND PRESENTATION OF PROSPECTIVE FINANCIAL INFORMATION. THE PROJECTED BALANCE SHEETS DO NOT REFLECT THE IMPACT OF FRESH START ACCOUNTING, WHICH COULD RESULT IN A MATERIAL CHANGE TO ANY OF THE PROJECTED VALUES.

ALTHOUGH MANAGEMENT HAS PREPARED THE FINANCIAL PROJECTIONS IN GOOD FAITH AND BELIEVES THE ASSUMPTIONS TO BE REASONABLE, IT IS IMPORTANT TO NOTE THAT THE DEBTORS AND THE REORGANIZED DEBTORS CAN PROVIDE NO ASSURANCE THAT SUCH ASSUMPTIONS WILL BE REALIZED. AS DESCRIBED IN SECTION VIII OF THE DISCLOSURE STATEMENT, A VARIETY OF RISK FACTORS COULD AFFECT THE REORGANIZED DEBTORS' FINANCIAL RESULTS AND MUST BE CONSIDERED. ACCORDINGLY, THE FINANCIAL PROJECTIONS SHOULD BE REVIEWED IN CONJUNCTION WITH A REVIEW OF THE RISK FACTORS SET FORTH IN SECTION X OF THE DISCLOSURE STATEMENT AND THE ASSUMPTIONS DESCRIBED HEREIN, INCLUDING ALL RELEVANT QUALIFICATIONS AND FOOTNOTES, AND ANY RESULTING CHANGES TO THE FINANCIAL PROJECTIONS COULD BE MATERIAL.

1. General Assumptions

Overview: SpeedCast International Limited, along with its Debtor and non-Debtor subsidiaries, provides services through five distinct business verticals: Cruise, Commercial Maritime, Energy, Enterprise and Emerging Markets **("EEM")**, and Government. Speedcast intends on remaining the leading independent (non-satellite operator) service provider to remote communication users through continued focus on these five key verticals, which will provide economies of scale once true operational integration has taken place.

Presentation: The Financial Projections are presented on a consolidated basis, including estimates of operating results for Debtor and non-Debtor entities, combined.

Accounting Policies: The Financial Projections may not reflect all of the adjustments necessary to implement fresh-start accounting pursuant to Accounting Standards Certification 852-10, as issued by the Financial Accounting Standards Board.

Methodology: Key personnel from all of the Debtors' operating regions and various business verticals provided input in the development of the Financial Projections. In developing the Financial Projections, the Debtors reviewed current portfolio and contract backlog, known customer churn and general economic risk factors relating to Chapter 11 and COVID-19. The Financial Projections further assumed growth year-over-year assuming a recovery post COVID-19 (except for the Cruise and Energy verticals). Bandwidth cost of sales is assumed variable and is based on recovering margin structure while other service and equipment cost of sales projections are based on a target margin.

The Financial Projections incorporate multiple sources of information. While the Debtors remain confident in the long-term fundamentals of the satellite communications market, the Financial Projections reflect a downturn in the cruise, commercial maritime, and energy markets as the timing of industry recovery remains uncertain.

Plan Consummation: The Financial Projections assume that the Plan will be confirmed or consummated on or about September 30, 2020.

2. Assumptions with Respect to the Projected Income Statement

Revenues: Revenue in the Financial Projections is forecast on a vertical basis with the input of management and the respective vertical leads. Significant assumptions were made with respect to timing and overall recovery levels as a result of COVID-19 and the Chapter 11 filing.

Cost of Sales: Cost of Sales are broken into four components: Bandwidth, Service and Equipment, Voice, and Other COS. Cost of Sales is projected assuming a recovering margin structure, and is based upon historical operating costs, adjusted for cost reduction efforts.

Operating Expenses: Operating Expenses are primarily comprised of labor costs and other expenses associated with the Debtors' corporate overhead. The amount of Operating Expenses is based on historical costs, adjusted for cost reduction efforts.

Restructuring Costs: Restructuring Costs consist of actual and estimated fees for professional advisors, financing fees and other costs directly attributable to the Chapter 11 cases, assuming emergence from Chapter 11 on September 30, 2020. Expenses and other costs associated with the restructuring are forecasted to be approximately $101 million.

Tax Expense: Tax Expense is projected based on a jurisdictional basis, utilizing the Company's 2020 corporate income tax schedule. No assumptions were made with respect to tax impacts from recapitalization. 2021+ assumptions are based on the Government business unit only and do not include estimates for the remainder of the business. In addition, no assumptions were made in relation to determining available NOLs, capital structure and deductibility of intangibles.

Transformation Plan: The Company's transformation plan is critical to ongoing viability and success of Speedcast, and is designed to integrate operations, restore organizational health and drive business efficiencies. Transformation relies on capital and many initiatives being implemented on time. The transformation plan does not include any assumption of consultant costs to implement.

Chapter 11: The Financial Projections have been prepared on an unlevered basis, and assume that the Debtors are not burdened with the existing debt post Chapter 11. It is assumed that a Chapter 11 exit occurs by end of Q3 2020, and that the process runs smoothly and quickly to ensure the Company can retain key personnel.

3. Assumptions with Respect to the Projected Balance Sheet and Projected Statement of Cash

Pro Forma Adjustments Related to Emergence: The balance sheet has been presented on a debt free basis. The balance sheet does not contemplate any fresh start accounting for restructuring (including treatment of pre-petition liabilities). The balance sheet does not include any adjustments to December 2019 Intangible values since no impairment review has been completed.

Working Capital: Working Capital assumptions are based on the historical days sales outstanding and historical days payable, as well as on the historical levels of prepaid and other current assets and current liabilities. Additionally, the impact of COVID-19 is incorporated into the assumptions in the early years before gradually normalizing.

Capital Expenditures: Projections for capital expenditures were prepared with consideration of the Debtors' revenue forecast and expected maintenance requirements. Capital expenditures related to the transformation plan were developed separately and are included in the financial projections.

Capital Structure: No assumptions were made with respect to capital structure upon emergence from Chapter 11.

CONSOLIDATED INCOME STATEMENT	**Year Ending December 31**			
($ in Millions)	**FY 2020**	**FY 2021**	**FY 2022**	**FY 2023**
Total Revenue	$ 549	$ 504	$ 536	$ 566
Cost of Sales	(326)	(292)	(312)	(327)
Gross Profit	**222**	**212**	**224**	**240**
Gross Margin %	*40.5%*	*42.0%*	*41.8%*	*42.3%*
Operating Expenses	(180)	(165)	(165)	(165)
EBITDA	**42**	**47**	**59**	**75**
EBITDA %	*7.7%*	*9.2%*	*11.0%*	*13.2%*
Net Transformation Benefits	1	16	23	30
Restructuring Costs	(81)	(20)	-	-
Depreciation	(51)	(51)	(50)	(47)
Amortization	(35)	(32)	(30)	(27)
Operating Income	**(124)**	**(40)**	**3**	**30**
Net Finance Cost	(39)	(2)	(2)	(2)
Gain (Loss) on Foreign Currency, Net	(21)	-	-	-
Tax Expense	(9)	(5)	(5)	(5)
Net Income / (Loss)	**$ (194)**	**$ (47)**	**$ (4)**	**$ 24**

CONSOLIDATED BALANCE SHEET	Year Ending December 31			
($ in Millions)	FY 2020	FY 2021	FY 2022	FY 2023
Assets				
Cash and cash equivalents	$ 72	$ 70	$ 96	$ 152
Receivables	177	174	177	178
Inventories	22	20	18	17
Property plant and equipment	157	146	138	123
Other	295	272	252	235
Total Assets	**$ 724**	**$ 683**	**$ 681**	**$ 706**
Liabilities				
Accounts payable	$ 261	$ 274	$ 276	$ 277
Borrowings	6	0	-	-
Other	61	61	61	60
Total Liabilities	**$ 328**	**$ 335**	**$ 337**	**$ 337**
Net Assets	**$ 396**	**$ 349**	**$ 344**	**$ 368**

CONSOLIDATED STATEMENT OF CASH FLOWS	Year Ending December 31			
($ in Millions)	FY 2020 (May – Dec.)	FY 2021	FY 2022	FY 2023
Net Income (Incl. Transformation Benefits)	$ (136)	$ (44)	$ (2)	$ 24
(-) Costs to Implement Transformation	(3)	(3)	(2)	(1)
(+) Professional Fee Restructuring Costs	39	-	-	-
(+) Depreciation & Amortization	60	83	79	74
(+/-) Changes in Working Capital	67	18	2	0
Net Operating Cash Flow	**28**	**54**	**77**	**97**
Total Capex (Incl. Transformation Capex)	(33)	(42)	(44)	(34)
Net Operating Cash Flow Less Capex	**(5)**	**12**	**33**	**63**
Professional Fee Restructuring Costs	(39)	-	-	-
Debt Issuances / (Repayments)	48	(6)	(0)	-
Other Financing Cash Flows	(6)	(7)	(7)	(7)
Net Financing Cash Flows	**3**	**(14)**	**(7)**	**(7)**
Beginning Cash	**74**	**72**	**70**	**96**
Change in Cash	(2)	(2)	26	56
Ending Cash	**72**	**70**	**96**	**152**

Exhibit F

Valuation Analysis

REORGANIZED DEBTORS VALUATION ANALYSIS[1]

THE VALUATION INFORMATION CONTAINED HEREIN IS NOT A PREDICTION OR GUARANTEE OF THE ACTUAL MARKET VALUE THAT MAY BE REALIZED THROUGH THE ISSUANCE OF ANY SECURITIES PURSUANT TO THE PLAN. THIS VALUATION IS PRESENTED SOLELY FOR THE PURPOSE OF PROVIDING ADEQUATE INFORMATION AS REQUIRED BY SECTION 1125 OF THE BANKRUPTCY CODE TO ENABLE THE HOLDERS OF CLAIMS OR INTERESTS ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN TO MAKE AN INFORMED JUDGMENT ABOUT THE PLAN AND SHOULD NOT BE USED OR RELIED UPON FOR ANY OTHER PURPOSE, INCLUDING THE PURCHASE OR SALE OF CLAIMS AGAINST OR INTERESTS IN THE DEBTORS.

At the Debtors' request, Moelis & Company LLC ("**Moelis**") performed a valuation analysis of the Reorganized Debtors.

Based upon and subject to the review and analysis described herein, and subject to the assumptions, limitations and qualifications described herein, Moelis' view, as of September 12, 2020, was that the estimated going concern enterprise value of the Reorganized Debtors, as of an assumed Effective Date for purposes of Moelis' valuation analysis of January 31, 2021 (the "**Assumed Effective Date**"), would be in a range between $335 million and $460 million. The midpoint of our enterprise valuation range is $397.5 million.

Moelis' views are necessarily based on economic, monetary, market, and other conditions as in effect on, and the information made available to Moelis as of, the date of its analysis (September 12, 2020). As you are aware, the credit, financial and stock markets have been experiencing unusual volatility, and Moelis expresses no opinion or view as to any potential effects of such volatility on the Reorganized Debtors or their value. It should be understood that, although subsequent developments may affect Moelis' views, Moelis does not have any obligation to update, revise, or reaffirm its analysis or its estimate.

Moelis' analysis is based, at the Debtors' direction, on a number of assumptions, including, among other assumptions, that (i) the Debtors will be reorganized in accordance with the Plan, which will be effective on the Assumed Effective Date, (ii) the Reorganized Debtors will achieve the results set forth in the Debtors' management's financial projections attached as Exhibit E to this Disclosure Statement (the "**Financial Projections**") for 2021 through 2023 (the "**Projection Period**") provided to Moelis by the Debtors, (iii) the Reorganized Debtors' capitalization and available cash will be as set forth in the Plan and this Disclosure Statement, and (iv) the Reorganized Debtors will be able to obtain all future financings, on the terms and at the times, necessary to achieve the results set forth in the Financial Projections. Moelis makes no representation as to the achievability or reasonableness of such assumptions. In addition, Moelis assumed that there will be no material change in economic, monetary, market, and other conditions as in effect on, and the information made available to Moelis, as of the Assumed Effective Date.

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[1] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Amended Joint Chapter 11 Plan of Reorganization of SpeedCast International Limited and its Debtor Affiliates (as altered, amended, modified, or supplemented from time to time, the "**Plan**").

Moelis assumed, at the Debtors' direction, that the Financial Projections prepared by the Debtors' management were reasonably prepared on a basis reflecting the best currently available estimates and judgments of the Debtors' management as to the future financial and operating performance of the Reorganized Debtors. The future results of the Reorganized Debtors are dependent upon various factors, many of which are beyond the control or knowledge of the Debtors, and consequently are inherently difficult to project. The Reorganized Debtors' actual future results may differ materially (positively or negatively) from the Financial Projections and, as a result, the actual enterprise value of the Reorganized Debtors may be materially higher or lower than the estimated range herein. Among other things, failure to consummate the Plan in a timely manner may have a materially negative impact on the enterprise value of the Reorganized Debtors.

The estimated enterprise value set forth above represents a hypothetical enterprise value of the Reorganized Debtors as the continuing operators of the business and assets of the Debtors, after giving effect to the Plan, based on consideration of certain valuation methodologies as described below. The estimated enterprise value in this section does not purport to constitute an appraisal or necessarily reflect the actual market value that might be realized through a sale or liquidation of the Reorganized Debtors, their securities or their assets, which may be materially higher or lower than the estimated enterprise value range herein. The actual value of an operating business such as the Reorganized Debtors' business is subject to uncertainties and contingencies that are difficult to predict and will fluctuate with changes in various factors affecting the financial condition and prospects of such a business.

In conducting its analysis, Moelis, among other things: (i) reviewed certain publicly available business and financial information relating to the Reorganized Debtors that Moelis deemed relevant; (ii) reviewed Financial Projections, furnished to Moelis by the Debtors; (iii) conducted discussions with members of senior management and representatives of the Debtors concerning the matters described in clauses (i) and (ii) of this paragraph, as well as their views concerning the Debtors' business prospects before giving effect to the Plan, and the Reorganized Debtors' business and prospects after giving effect to the Plan; (iv) reviewed publicly available financial and stock market data for certain other companies in lines of business that Moelis deemed relevant; (v) reviewed publicly available financial data for certain transactions that Moelis deemed relevant; and (vi) conducted such other financial studies and analyses and took into account such other information as Moelis deemed appropriate. In connection with its review, Moelis did not assume any responsibility for independent verification of (and did not independently verify) any of the information supplied to, discussed with, or reviewed by Moelis and, with the consent of the Debtors, relied on such information being complete and accurate in all material respects. In addition, at the direction of the Debtors, Moelis did not make any independent evaluation or appraisal of any of the assets or liabilities (contingent, derivative, off-balance- sheet, tax-related or otherwise) of the Reorganized Debtors, nor was Moelis furnished with any such evaluation or appraisal. Moelis also assumed, with the Debtors' consent, that the final form of the Plan does not differ in any respect material to its analysis from the final draft that Moelis reviewed.

The estimated enterprise value in this section does not constitute a recommendation to any Holder of a Claim or Interest as to how such Holder of a Claim or Interest should vote or otherwise act with respect to the Plan. Moelis has not been asked to and does not express any view as to what the trading value of the Reorganized Debtors' securities would be when issued pursuant to the Plan or the prices at which they may trade in the future. The estimated enterprise value set forth herein

does not constitute an opinion as to fairness from a financial point of view to any Holder of a Claim or Interest of the consideration to be received by such Holder of a Claim or Interest under the Plan or of the terms and provisions of the Plan.

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Exhibit G

Release Provisions

10.5 ***Plan Injunction.***

(a) Except as otherwise provided in the Plan or in the Confirmation Order, from and after the Effective Date, pursuant to section 524(a) of the Bankruptcy Code, all Persons or Entities who have held, hold, or may hold Claims or Interests (whether proof of such Claims or Interests has been filed or not and whether or not such Persons or Entities vote in favor of, against or abstain from voting on the Plan or are presumed to have accepted or deemed to have rejected the Plan), and other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, and affiliates, that have been released, discharged, or are subject to exculpation, are, with respect to any such Claim or Interest, permanently enjoined after the entry of the Confirmation Order from: (i) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including any proceeding in a judicial, arbitral, administrative, or other forum) against or affecting, directly or indirectly, a Debtor, a Reorganized Debtor, a Released Party, or an Estate or the property of any of the foregoing, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons mentioned in this subsection (i) or any property of any such transferee or successor; (ii) enforcing, levying, attaching (including any prejudgment attachment), collecting, or otherwise recovering in any manner or by any means, whether directly or indirectly, any judgment, award, decree, or order against a Debtor, a Reorganized Debtor, a Released Party, or an Estate or its property, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons mentioned in this subsection (ii) or any property of any such transferee or successor; (iii) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against a Debtor, a Reorganized Debtor, a Released Party, or an Estate or any of its property, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons mentioned in this subsection (iii) or any property of any such transferee or successor; (iv) asserting any right of setoff, directly or indirectly, against any obligation due from asserting any right of setoff, directly or indirectly, against any obligation due from a Debtor, a Reorganized Debtor, a Released Party or an Estate or any of its property, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons mentioned in this subsection (iv) or any property of any such transferee or successor; (v) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan to the full extent permitted by applicable law; and (vi) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of the Plan; provided, that nothing contained in the Plan shall preclude such Persons or Entities who have held, hold, or may hold Claims against, or Interests in, a Debtor, a Reorganized Debtor, a Released Party, or an Estate from exercising their rights and remedies, or obtaining benefits, pursuant to and consistent with the terms of the Plan.

(b) By accepting distributions pursuant to the Plan, each holder of an Allowed Claim or Allowed Interest shall be deemed to have affirmatively and specifically consented to be bound by the Plan, including the injunctions set forth in this Section 10.5 of the Plan.

(c) For the avoidance of doubt, the injunctions set forth in this Section 10.5 of the Plan prohibit the enforcement of the Syndicated Facility Agreement against any SFA Loan Party.

10.6 *Releases.*

(a) RELEASES BY THE DEBTORS. AS OF THE EFFECTIVE DATE, EXCEPT FOR THE RIGHTS AND REMEDIES THAT REMAIN IN EFFECT FROM AND AFTER THE EFFECTIVE DATE TO ENFORCE THE PLAN AND THE OBLIGATIONS CONTEMPLATED BY THE PLAN DOCUMENTS AND THE DOCUMENTS IN THE PLAN SUPPLEMENT, ON AND AFTER THE EFFECTIVE DATE, THE RELEASED PARTIES WILL BE DEEMED CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED, BY THE DEBTORS, THE REORGANIZED DEBTORS, AND THE ESTATES, IN EACH CASE ON BEHALF OF THEMSELVES AND THEIR RESPECTIVE SUCCESSORS, ASSIGNS, AND REPRESENTATIVES AND ANY AND ALL OTHER PERSONS THAT MAY PURPORT TO ASSERT ANY CAUSE OF ACTION DERIVATIVELY, BY OR THROUGH THE FOREGOING PERSONS, INCLUDING THE LITIGATION TRUST (IF ESTABLISHED), FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, SUITS, JUDGMENTS, DAMAGES, DEMANDS, DEBTS, RIGHTS, AND CAUSES OF ACTION, LOSSES, REMEDIES, OR LIABILITIES WHATSOEVER (INCLUDING ANY DERIVATIVE CLAIMS, ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, THE REORGANIZED DEBTORS, OR THE ESTATES), WHETHER LIQUIDATED OR UNLIQUIDATED, FIXED OR CONTINGENT, MATURED OR UNMATURED, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, ACCRUED OR UNACCRUED, EXISTING OR HEREINAFTER ARISING, WHETHER IN LAW OR EQUITY, WHETHER SOUNDING IN TORT OR CONTRACT, WHETHER ARISING UNDER FEDERAL OR STATE STATUTORY OR COMMON LAW, OR ANY OTHER APPLICABLE INTERNATIONAL, FOREIGN, OR DOMESTIC LAW, RULE, STATUTE, REGULATION, TREATY, RIGHT, DUTY, REQUIREMENTS OR OTHERWISE THAT THE DEBTORS, THE REORGANIZED DEBTORS, THE ESTATES, OR THEIR AFFILIATES WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST OR OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THE CHAPTER 11 CASES, THE RESTRUCTURING, THE DIP DOCUMENTS, THE SYNDICATED FACILITY AGREEMENT, ANY SFA LOAN DOCUMENT, AND ANY RELATED INSTRUMENT, AGREEMENT, OR DOCUMENT, THE PLAN SPONSOR AGREEMENT, THE EQUITY COMMITMENT AGREEMENT, THE DIRECT INVESTMENT, THE FORBEARANCE AGREEMENT, THE AMENDED ORGANIZATIONAL DOCUMENTS, THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS OR THE REORGANIZED DEBTORS, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN ANY DEBTOR AND ANY RELEASED PARTY, THE RESTRUCTURING OF CLAIMS AND INTERESTS BEFORE OR

DURING THE CHAPTER 11 CASES, THE PLAN, THE DISCLOSURE STATEMENT, THE PLAN DOCUMENTS AND THE DOCUMENTS IN THE PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS, OR OTHER DOCUMENTS RELATING THERETO, AND THE NEGOTIATION, FORMULATION, PREPARATION OR CONSUMMATION OF ANY DOCUMENTS OR TRANSACTIONS IN CONNECTION WITH ANY OF THE FOREGOING, THE SOLICITATION OF VOTES WITH RESPECT TO THE PLAN, IN ALL CASES BASED UPON ANY ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASES SET FORTH ABOVE DO NOT RELEASE ANY OBLIGATIONS ARISING AFTER EFFECTIVE DATE OF ANY PARTY OR ENTITY UNDER THE PLAN, ANY RESTRUCTURING TRANSACTION, OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THOSE SET FORTH IN THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THE PLAN, INCLUDING THE ASSUMPTION OF THE INDEMNIFICATION PROVISIONS AS SET FORTH IN THE PLAN. FURTHERMORE, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, NOTHING IN THIS PROVISION SHALL, NOR SHALL IT BE DEEMED TO, RELEASE ANY RELEASED PARTY FROM ANY CLAIMS OR CAUSES OF ACTION THAT ARE FOUND, PURSUANT TO A FINAL ORDER, TO BE THE RESULT OF SUCH RELEASED PARTY'S GROSS NEGLIGENCE, ACTUAL FRAUD, OR WILLFUL MISCONDUCT.

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

(b) NON-DEBTOR SFA LOAN PARTY RELEASE.

SOLELY TO THE EXTENT SET FORTH IN THE CONFIRMATION ORDER, ENTRY OF THE CONFIRMATION ORDER BY THE BANKRUPTCY COURT SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE RELEASES IN THIS SECTION 10.6(B) OF THE PLAN (THE "NON-DEBTOR SFA LOAN PARTY RELEASE"), WHICH INCLUDES, BY REFERENCE, EACH OF THE RELATED PROVISIONS AND DEFINITIONS UNDER

THE PLAN, AND, FURTHERMORE, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE NON-DEBTOR SFA LOAN PARTY RELEASE IS (I) ESSENTIAL TO THE CONFIRMATION OF THE PLAN, (II) GIVEN IN EXCHANGE FOR THE GOOD, VALUABLE AND ADEQUATE CONSIDERATION PROVIDED BY THE NON-DEBTOR SFA LOAN PARTIES, INCLUDING ON ACCOUNT OF THEIR CONTRIBUTION TO THE DISTRIBUTIONS PROVIDED PURSUANT TO THIS PLAN, (III) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE NON-DEBTOR SFA LOAN PARTY RELEASE, (IV) IN THE BEST INTERESTS OF THE DEBTORS AND THEIR ESTATES, (V) FAIR, EQUITABLE AND REASONABLE, (VI) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING, AND/OR (VII) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE NON-DEBTOR SFA LOAN PARTY RELEASE.

NOTWITHSTANDING ANYTHING IN THIS PLAN, SOLICITATION PROCEDURES OR ANY BALLOT TO THE CONTRARY, SOLELY TO THE EXTENT SET FORTH IN THE CONFIRMATION ORDER, EACH NON-DEBTOR SFA LOAN PARTY WILL, ON ACCOUNT OF THEIR CONTRIBUTIONS UNDER THIS PLAN, BE DEEMED CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION WHATSOEVER, WHETHER LIQUIDATED OR UNLIQUIDATED, FIXED OR CONTINGENT, MATURED OR UNMATURED, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT, OR OTHERWISE BY STATUTE, VIOLATIONS OF FEDERAL OR STATE SECURITIES LAWS OR OTHERWISE, ARISING UNDER THE SYNDICATED FACILITY AGREEMENT, ANY SFA LOAN DOCUMENT AND ANY RELATED INSTRUMENT, AGREEMENT AND DOCUMENT.

(c) RELEASE OF LIENS. Except as otherwise specifically provided in the Plan, the Plan Documents, the DIP Documents, or in any contract, instrument, release, or other agreement or document contemplated under or executed in connection with the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim, satisfaction in full of the secured portion of such Claim, including the Syndicated Facility Secured Claim, that is Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates and the SFA Loan Parties (to the extent set forth in the Confirmation Order) shall be fully released and discharged, and all of the right, title, and interest of any holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Reorganized Debtors or the non-Debtor SFA Loan Parties, as applicable (or other owner of such property as the case may be), and their successors and assigns, in each case, without any further approval or order of the Bankruptcy Court and without any action or filing being required to be made by the Debtors or non-Debtor SFA Loan Parties, as applicable.

10.7 ***Releases by Holders of Claims and Interests***

AS OF THE EFFECTIVE DATE, EXCEPT FOR THE RIGHTS AND REMEDIES THAT REMAIN IN EFFECT FROM AND AFTER THE EFFECTIVE DATE TO ENFORCE THE PLAN AND THE OBLIGATIONS CONTEMPLATED BY THE PLAN DOCUMENTS, AND THE DOCUMENTS IN THE PLAN SUPPLEMENT, ON AND AFTER THE EFFECTIVE DATE, THE RELEASED PARTIES WILL BE DEEMED CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED BY THE RELEASING PARTIES, FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION WHATSOEVER (INCLUDING ANY DERIVATIVE CLAIMS, ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, THE REORGANIZED DEBTORS, OR THEIR ESTATES), WHETHER LIQUIDATED OR UNLIQUIDATED, FIXED OR CONTINGENT, MATURED OR UNMATURED, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT, OR OTHERWISE BY STATUTE, VIOLATIONS OF FEDERAL OR STATE SECURITIES LAWS OR OTHERWISE, THAT SUCH HOLDERS OR THEIR ESTATES, AFFILIATES, HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, ASSIGNS, MANAGERS, ACCOUNTANTS, ATTORNEYS, REPRESENTATIVES, CONSULTANTS, AGENTS, AND ANY OTHER PERSONS CLAIMING UNDER OR THROUGH THEM WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST OR OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THE REORGANIZED DEBTORS, OR THEIR ESTATES, THE CHAPTER 11 CASES, THE RESTRUCTURING, THE DIP DOCUMENTS, THE SYNDICATED FACILITY AGREEMENT, ANY SFA LOAN DOCUMENT, AND ANY RELATED INSTRUMENT, AGREEMENT, OR DOCUMENT, THE EQUITY COMMITMENT AGREEMENT, THE DIRECT INVESTMENT, THE FORBEARANCE AGREEMENT, THE AMENDED ORGANIZATIONAL DOCUMENTS, THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS OR THE REORGANIZED DEBTORS, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS OR INTERACTIONS BETWEEN ANY DEBTOR AND ANY RELEASED PARTY, THE RESTRUCTURING, THE RESTRUCTURING OF ANY CLAIMS OR INTERESTS BEFORE OR DURING THE CHAPTER 11 CASES, THE PLAN, THE DISCLOSURE STATEMENT, THE PLAN SPONSOR AGREEMENT, THE PLAN DOCUMENTS AND THE DOCUMENTS IN THE PLAN SUPPLEMENT OR RELATED AGREEMENTS, INSTRUMENTS, OR OTHER DOCUMENTS RELATING THERETO, AND THE NEGOTIATION, FORMULATION, PREPARATION OR CONSUMMATION OF ANY DOCUMENTS OR TRANSACTIONS IN CONNECTION WITH ANY OF THE FOREGOING, OR THE SOLICITATION OF VOTES WITH RESPECT TO THE PLAN, IN ALL CASES BASED UPON ANY ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCES TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASES SET FORTH ABOVE DO NOT

RELEASE ANY OBLIGATIONS ARISING AFTER EFFECTIVE DATE OF ANY PARTY OR ENTITY UNDER THE PLAN, ANY RESTRUCTURING TRANSACTION, OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THOSE SET FORTH IN THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THE PLAN, INCLUDING THE ASSUMPTION OF THE INDEMNIFICATION PROVISIONS AS SET FORTH IN THE PLAN.

ENTRY OF THE CONFIRMATION ORDER BY THE BANKRUPTCY COURT SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE RELEASES IN SECTION 10.7 OF THE PLAN (THE "THIRD-PARTY RELEASE"), WHICH INCLUDES, BY REFERENCE, EACH OF THE RELATED PROVISIONS AND DEFINITIONS UNDER THE PLAN, AND, FURTHERMORE, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE THIRD-PARTY RELEASE IS (I) CONSENSUAL, (II) ESSENTIAL TO THE CONFIRMATION OF THE PLAN, (III) GIVEN IN EXCHANGE FOR THE GOOD, VALUABLE AND ADEQUATE CONSIDERATION PROVIDED BY THE RELEASED PARTIES, (IV) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE THIRD-PARTY RELEASE, (V) IN THE BEST INTERESTS OF THE DEBTORS AND THEIR ESTATES, (VI) FAIR, EQUITABLE AND REASONABLE, (VII) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING, AND (VIII) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE THIRD-PARTY RELEASE.

10.8 ***Exculpation.***

EFFECTIVE AS OF THE EFFECTIVE DATE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND WITHOUT AFFECTING OR LIMITING EITHER THE ESTATE RELEASE SET FORTH IN SECTION 10.6 HEREIN OR THE CONSENSUAL RELEASES BY HOLDERS OF CLAIMS SET FORTH IN SECTION 10.7 HEREIN, AND NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, NO EXCULPATED PARTY WILL HAVE OR INCUR, AND EACH EXCULPATED PARTY WILL BE RELEASED AND EXCULPATED FROM, ANY CLAIM, OBLIGATION, SUIT, JUDGMENT, DAMAGE, DEMAND, DEBT, RIGHT, CAUSE OF ACTION, LOSS, REMEDY, AND LIABILITY FOR ANY CLAIM IN CONNECTION WITH OR ARISING OUT OF THE ADMINISTRATION OF THE CHAPTER 11 CASES; THE NEGOTIATION, PURSUIT, FORMULATION, PREPARATION OR CONSUMMATION OF THE DIP FACILITY, THE SYNDICATED FACILITY AGREEMENT, THE EQUITY COMMITMENT AGREEMENT, THE PLAN SPONSOR AGREEMENT, THE FORBEARANCE AGREEMENT, THE DIRECT INVESTMENT, THE MANAGEMENT INCENTIVE PLAN, THE AMENDED ORGANIZATIONAL DOCUMENTS, THE DISCLOSURE STATEMENT, THE RESTRUCTURING, THE PLAN AND THE PLAN DOCUMENTS (INCLUDING THE DOCUMENTS IN THE PLAN SUPPLEMENT), OR THE SOLICITATION OF VOTES FOR, OR CONFIRMATION OF, THE PLAN; THE FUNDING OR CONSUMMATION OF THE PLAN; THE OCCURRENCE OF THE EFFECTIVE DATE; THE ADMINISTRATION OF THE PLAN OR THE PROPERTY TO BE DISTRIBUTED UNDER THE PLAN; THE ISSUANCE OF SECURITIES UNDER OR

IN CONNECTION WITH THE PLAN; THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS OR THE REORGANIZED DEBTORS; OR THE TRANSACTIONS IN FURTHERANCE OF ANY OF THE FOREGOING; OTHER THAN CLAIM, OBLIGATION, SUIT, JUDGMENT, DAMAGE, DEMAND, DEBT, RIGHT, CAUSE OF ACTION, LOSS, AND LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATED TO ANY ACT OR OMISSION OF AN EXCULPATED PARTY THAT CONSTITUTES INTENTIONAL FRAUD, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE AS DETERMINED BY A FINAL ORDER. THE EXCULPATED PARTIES HAVE ACTED IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE WITH REGARD TO THE SOLICITATION AND DISTRIBUTION OF SECURITIES PURSUANT TO THE PLAN AND, THEREFORE, ARE NOT, AND ON ACCOUNT OF SUCH DISTRIBUTIONS WILL NOT BE, LIABLE AT ANY TIME FOR THE VIOLATION OF ANY APPLICABLE LAW, RULE, OR REGULATION GOVERNING THE SOLICITATION OF ACCEPTANCES OR REJECTIONS OF THE PLAN OR SUCH DISTRIBUTIONS MADE PURSUANT TO THE PLAN, INCLUDING THE ISSUANCE OF SECURITIES THEREUNDER.

10.9 ***Injunction Related to Releases and Exculpation.***

Except for the rights that remain in effect from and after the Effective Date to enforce this Plan and the Plan Documents, the Confirmation Order shall permanently enjoin the commencement or prosecution by any Entity, whether directly, derivatively, or otherwise, of any Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, losses, or liabilities released or exculpated pursuant to this Plan.

Exhibit H

Plan Sponsor Selection Procedures

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

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

PLAN SPONSOR SELECTION PROCEDURES

SpeedCast International Limited, a company registered in Victoria, Australia ("**Speedcast**"), and its subsidiary debtors and debtors-in-possession in the above-captioned chapter 11 cases (collectively, and together with Speedcast, the "**Debtors**") have executed an *Amended and Restated Equity Commitment Agreement* with certain affiliates of Centerbridge Partners, L.P. (collectively, the "**Initial Plan Sponsor**," and, Centerbridge Partners, L.P. and its affiliates, "**Centerbridge**") (whose affiliates are also among the lenders under the Syndicated Facility Agreement (as defined below)), dated as of October 10, 2020 (together with all exhibits, schedules, and attachments thereto, and as may be amended, supplemented, or otherwise modified from time to time, the "**Initial Plan Sponsor Agreement**"), pursuant to which, among other things, the Initial Plan Sponsor has committed to make a new-money equity investment for 100% of the equity interests in a newly formed parent entity (the "**New Speedcast Equity Interests**") of the Debtors and their non-Debtor affiliates pursuant to a chapter 11 plan on the terms set forth in the proposed *Amended Joint Chapter 11 Plan of SpeedCast International Limited and its Debtor Affiliates* (Docket No. 893) (as may be further amended, modified, or supplemented pursuant to the terms thereof, the "**Plan**"). The equity investment and plan sponsor transaction contemplated by the Initial Plan Sponsor Agreement is referred to herein as the "**Initial Plan Sponsor Transaction**."

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

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

(vi) Authorizing Performance Under The Plan Sponsor Selection Procedures; and (viii) Granting Related Relief (Docket No. 896) (the "**Plan Procedures Order**").

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

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

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

I. Description of Plan Sponsor Selection Procedures

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

Any party or, with the consent of the Debtors (following the Debtors' consultation with the Consultation Parties, and not to be unreasonably withheld, conditioned, or delayed), group of parties, subject to the execution of a confidentiality agreement satisfactory to the Debtors, and satisfaction of the preconditions set forth below, may submit a proposal to become the plan sponsor and to acquire the New Speedcast Equity Interests (each such proposal, a "**Plan Sponsor Proposal**"). Any party (a "**Proposing Party**") may only submit (i) one Plan Sponsor Proposal as an individual party, and separately (ii) one Plan Sponsor Proposal with another party or group of parties, in each case, that are not affiliates or subsidiaries of, or otherwise associated with, such Proposing Party.

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

[3] The term "**Transaction**," as used in these Plan Sponsor Selection Procedures, refers to a Plan Sponsor Transaction.

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

II. Important Dates and Deadlines

October 23, 2020, at 4:00 p.m. (prevailing Central Time)	Deadline to submit Non-Binding Indications of Interest
November 16, 2020, at 4:00 p.m. (prevailing Central Time)	Deadline for all Plan Sponsor Proposals to be Submitted
November 20, 2020, at 12:00 p.m. (prevailing Central Time)	Deadline for Debtors to notify Prospective Plan Sponsors of their status as Qualified Plan Sponsors
November 23, 2020, at 10:00 a.m. (prevailing Central Time)	Debtors shall conduct the Final Selection Process
November 25, 2020, at 4:00 p.m. (prevailing Central Time)	Deadline for Debtors to file with the Bankruptcy Court the Notice of Designation of Plan Sponsor
December 8, 2020, at 4:00 p.m. (prevailing Central Time)	Deadline for Objections
December 17, 2020, at 9:00 a.m. (prevailing Central Time)	Date of Confirmation Hearing to consider approval of the proposed Plan

III. Noticing

A. Consultation Parties

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

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

B. Submission Parties

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

No Non-Binding Indications of Interest or Plan Sponsor Proposals shall be submitted to or shared with any director, officer, or other insider of the Debtors that is a Prospective Plan Sponsor, a Qualified Plan Sponsor, or is participating or investing in a Plan Sponsor Proposal, except to the

extent such Plan Sponsor Proposal is shared with all Qualified Plan Sponsors or as otherwise provided herein.

C. Transaction Notice Parties

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

i. the Consultation Parties;

ii. all persons and entities known by the Debtors to have expressed an interest to the Debtors in a transaction to acquire the Debtors' business or assets during the past twelve (12) months;

iii. the Office of the United States Trustee for the Southern District of Texas;

iv. all of the persons and entities entitled to notice pursuant to Rule 2002 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"); and

v. all other persons and entities as directed by the Bankruptcy Court.

D. Objection Recipients

Any Objections (as defined below) shall be filed with the Bankruptcy Court and served on the Debtors, the Consultation Parties and the Initial Plan Sponsor (collectively, the "**Objection Recipients**") by no later than **December 8, 2020 at 4:00 p.m. (prevailing Central Time)**.

IV. Access to Debtors' Diligence Materials

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

The SFA Lenders[4] and DIP Lenders that agreed to receive information from the Debtors subject to the confidentiality provisions set forth in the Syndicated Facility Agreement or the DIP

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[4] "**SFA Lenders**" means the lenders party to the certain Syndicated Facility Agreement.

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

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

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

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

A. Phase 1 Diligence

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

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

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

B. Phase 2 Diligence

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

C. Phase 3 Diligence

Following selection as the Plan Sponsor, the Successful Plan Sponsor will be provided a 48-hour period in which to review sensitive, material, customer or supplier contract terms that

were redacted during Phase 1 Diligence and Phase 2 Diligence (such diligence, the "**Phase 3 Diligence**") and confirm its Successful Plan Sponsor Proposal.

Notwithstanding the foregoing, other than with respect to a Diligence Lender, the SFA Agent[5] or the DIP Agent, the Debtors, in their reasonable business judgment and in consultation with the Consultation Parties, reserve the right to withhold any diligence materials that the Debtors determine (in their reasonable business judgment and in consultation with the Consultation Parties) are sensitive or otherwise not appropriate for disclosure to a Diligence Party that the Debtors determine (in their reasonable business judgment and in consultation with the Consultation Parties) is a competitor of the Debtors or is affiliated with any competitor of the Debtors (except pursuant to "clean team" or other information sharing procedures reasonably satisfactory to the Debtors), or otherwise to comply with applicable law or confidentiality provisions in third party contracts; *provided*, that the Debtors may decline to provide such information to a Diligence Party who, at such time and in the Debtors' reasonable business judgment, in consultation with the Consultation Parties, has not established, or who has raised doubt, that such Diligence Party intends in good faith to, or will have the capacity to, consummate a Plan Sponsor Transaction. Neither the Debtors nor their representatives shall be obligated to furnish information of any kind whatsoever to any person that is not determined to be a Diligence Party.

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

V. Plan Sponsor Qualifications

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

A. Non-Binding Indications of Interest

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

A Non-Binding Indication of Interest should include:

1. the identity of the Prospective Plan Sponsor(s);

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

2. a preliminary indication of the amount and type of value for the purchase of the New Speedcast Equity Interests;

3. a description of the expected operational role of the current Speedcast management team and employees following the Transaction, including, but not limited to, level of integration if appropriate;

4. a statement regarding the level of review and, if necessary, approval that the Plan Sponsor Proposal has received within each Prospective Plan Sponsor(s) organization and any remaining internal approvals required to consummate the Transaction;

5. a list of any corporate, shareholder, regulatory or other approvals required to complete the Transaction and the timing to obtain such approvals.

6. a detailed description of the intended sources of financing for the Transaction, including intended capital structure, amount of debt financing, equity contribution and any contingencies thereto, as well as an indication of the timing and steps required to secure such financing;

7. a detailed description of the specific due diligence issues that must be resolved and any additional information that will be required in order to submit a Qualified Plan Sponsor Proposal;

8. a statement of any material conditions or assumptions made in reaching the preliminary indication of value for the New Speedcast Equity Interests;

9. any other material terms to be included in a Plan Sponsor Proposal by such Prospective Plan Sponsor(s); and

10. a list of advisors and contacts for the Prospective Plan Sponsor(s).

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

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

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

B. Binding Submission Deadline

Any Prospective Plan Sponsor, other than the Initial Plan Sponsor, that desires to have a Plan Sponsor Proposal considered by the Debtors must submit an executed Plan Sponsor Proposal on or before **November 16, 2020,** at **4:00 p.m. (prevailing Central Time)** (the "**Submission Deadline**") in writing to the Submission Parties.

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

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

C. Qualified Plan Sponsor Proposal Requirements

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

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

2. Transaction Structure. A Qualified Plan Sponsor Proposal must be structured as a Plan Sponsor Transaction, and the Qualified Plan Sponsor Proposal must include a description of the pro forma capital structure, including any debt or equity financing. The Prospective Plan Sponsor must provide a reasonable basis for the Debtors, in consultation with the Consultation Parties, to make a determination of confirmability.

3. Higher or Better Terms. Each Qualified Plan Sponsor Proposal must be on terms that, in the Debtors' reasonable business judgment and in consultation with the Consultation Parties, are higher or better than the terms of the Initial Plan Sponsor Transaction including, for the avoidance of doubt, by offering aggregate consideration (the aggregate consideration offered by

any Qualified Plan Sponsor Proposal, the "**Aggregate Consideration**") for the New Speedcast Equity Interests in the amount of at least $505,000,000. Except as described in section V.C.5 below, the Aggregate Consideration must be offered entirely in cash.

4. Cash Consideration Requirement. Solely with respect to a Plan Sponsor Proposal made by any Prospective Plan Sponsor that includes Non-Cash Consideration pursuant to (and as defined in) section V.C.5 below, the cash portion of the Aggregate Consideration must be not less than $350,000,000 (the "**Required Base Cash Amount**") and shall be designated to fund (i) the repayment in full of all obligations under the DIP Credit Agreement, (ii) the Trade Claim Cash Amount (as defined in the Plan), (iii) the Litigation Trust Cash Amount (as defined in the Plan) and (iv) the other uses identified on the Schedule of Emergence Costs.

5. Cashless Value. As an accommodation, any Qualified Plan Sponsor entitled to direct the SFA Agent under the Syndicated Facility Agreement may offer as part of its Plan Sponsor Proposal, non-cash value in the form, and in an aggregate amount not to exceed the amount, of Allowed Syndicated Facility Claims (as defined in the Plan) (the amount of such Allowed Syndicated Facility Claims offered in such Plan Sponsor Proposal, the "**Non-Cash Consideration**"); *provided*, *that* (x) the cash portion of the Aggregate Consideration in any such Plan Sponsor Proposal must be no less than the Required Base Cash Amount, (y) such Plan Sponsor Proposal shall otherwise satisfy all requirements of a Qualified Plan Sponsor Proposal, and (z) concurrently with and as a condition precedent to consummation of the Transaction, in addition to any cash component of the Aggregate Consideration payable by such Qualified Plan Sponsor, such Qualified Plan Sponsor must pay (and the Plan requires that it pay) to each other SFA Lender (other than any SFA Lender that waives its right to receive such amounts in writing delivered to the Debtors) cash in an amount equal such SFA Lender's Pro Rata Share of the Non-Cash Consideration (as defined below) (the amount of any such payment obligation to SFA Lenders pursuant to this clause (z), the "**Specified Cash Amount**"). "**Pro Rata Share of the Non-Cash Consideration**" means, with respect to any SFA Lender, a percentage equal to such SFA Lender's Pro Rata (as defined in the Plan) share of the Allowed Syndicated Facility Claims (as defined in the Plan), determined without regard to any Letters of Credit (as defined in the Plan) constituting Allowed Syndicated Facility Claims (as defined in the Plan).[6]

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

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

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

7. Conditions to Closing. A Qualified Plan Sponsor Proposal must identify with particularity each condition to closing.

8. Contingencies. No Qualified Plan Sponsor Proposal may be conditioned on (i) obtaining financing, (ii) any internal approval, (iii) the outcome or review of unperformed due diligence, or (iv) regulatory contingences, except as provided under "Required Approvals."

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

   In addition, a Qualified Plan Sponsor Proposal must be accompanied by a proposed Confirmation Order accompanied by a redline marked to reflect

differences between the form Confirmation Order provided to Prospective Plan Sponsors.[7]

10. Qualified Plan Sponsor Representatives. A Qualified Plan Sponsor must identify representatives that are authorized to appear and act on its behalf in connection with the proposed transaction.

11. Employee and Labor Terms. A Qualified Plan Sponsor Proposal must include a statement on how the Prospective Plan Sponsor intends to treat the employment of any of the Debtors' employees following a closing of the Transaction(s), including with regards to compensation and benefits.

12. Financial Information. A Qualified Plan Sponsor Proposal must include the following:

    a. written evidence of a firm commitment for financing to consummate the proposed transaction (including to pay any Specified Cash Amount) (including to the extent necessary, through a Modified Outside Date (as defined below)), or other evidence, as reasonably determined by the Debtors in consultation with the Consultation Parties, to allow the Debtors to determine the ability of the Prospective Plan Sponsor to consummate the transaction(s) contemplated by the Modified Transaction Agreement;

    b. written evidence, as reasonably determined by the Debtors in consultation with the Consultation Parties, to allow the Debtors, to determine that the Prospective Plan Sponsor has, or can obtain, the financial wherewithal, operational capability, and corporate and regulatory authorization to consummate the Transaction(s) (including to pay any Specified Cash Amount) contemplated by the Qualified Plan Sponsor's Modified Transaction Agreement in a timely manner.

13. Representations and Warranties. A Qualified Plan Sponsor Proposal must include the following representations and warranties:

    a. a statement that the Prospective Plan Sponsor has had an opportunity to conduct any and all due diligence regarding the Debtors prior to submitting its Plan Sponsor Proposal;

    b. a statement that the Prospective Plan Sponsor has relied solely upon its own independent review, investigation, and/or inspection of any relevant documents and the Debtors in making its Plan Sponsor Proposal and did not rely on any written or oral statements,

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

representations, promises, warranties, or guaranties whatsoever, whether express or implied, by operation of law or otherwise, regarding the Debtors or the completeness of any information provided in connection therewith, except as expressly stated in the representations and warranties contained in the Prospective Plan Sponsor's Modified Transaction Agreement ultimately accepted and executed by the Debtors; and

c. a statement that the Prospective Plan Sponsor has not engaged in any collusion with respect to the submission of its Plan Sponsor Proposal.

14. Required Approvals. A Qualified Plan Sponsor Proposal must include a statement identifying all required governmental and regulatory approvals and an explanation and/or evidence of the Prospective Plan Sponsor's plan and ability to obtain all governmental and regulatory approvals to operate or own Speedcast from and after the effective date of the plan of reorganization and the proposed timing for the Prospective Plan Sponsor to undertake the actions required to obtain, and in fact to obtain, such approvals. A Prospective Plan Sponsor further agrees that its legal counsel will coordinate in good faith with the Debtors' and Consultation Parties' legal counsel to discuss and explain the Prospective Plan Sponsor's regulatory analysis, strategy, and timeline for securing all such approvals as soon as reasonably practicable, and in no event later than the time period contemplated in the Modified Transaction Agreement.

15. Outside Date. A Qualified Plan Sponsor shall not propose an outside date for consummation later than March 15, 2021 unless such party commits in such Plan Sponsor Proposal to fund, on or prior to March 15, 2021, the repayment in full of all obligations under the DIP Credit Agreement and any additional amounts necessary for the Debtors' operations under chapter 11, chapter 11 costs and other regulatory and administrative costs to be incurred through the proposed closing date of the transaction (the "**Modified Outside Date**"), subject to terms and conditions acceptable to the Debtors (in consultation with the Consultation Parties) (which amounts, for the avoidance of doubt, shall be in addition to the Aggregate Consideration offered by such Qualified Plan Sponsor).

16. Authorization. A Qualified Plan Sponsor must include evidence of corporate authorization and approval from the Prospective Plan Sponsor's investment committee or board of directors (or comparable governing body) with respect to the submission, execution, and delivery of a Plan Sponsor Proposal, participation in the Final Selection Process, and closing of the transactions contemplated by the Prospective Plan Sponsor's Modified Transaction Agreement in accordance with the terms of the Plan Sponsor Proposal and these Plan Sponsor Selection Procedures.

17. Other Requirements. A Qualified Plan Sponsor Proposal shall:

a. expressly state that the Prospective Plan Sponsor agrees to serve as a back-up plan sponsor (a "**Back-Up Plan Sponsor**") until the Back-Up Termination Date (as defined below) if its Qualified Plan Sponsor Proposal is selected as the next highest or next best Plan Sponsor Proposal after the Successful Plan Sponsor Proposal (as defined herein);

b. state that the Plan Sponsor Proposal is formal, binding, and unconditional (except as set forth in an applicable purchase agreement ultimately executed by the Debtors); is not subject to any further due diligence; and is irrevocable until the 120th day following the Confirmation Hearing (such date, the "**Back-Up Termination Date**");

c. expressly state and acknowledge that the Prospective Plan Sponsor shall not be entitled to any break-up fee, expense reimbursement, or other protections in connection with the submission of a Plan Sponsor Proposal; *provided, however*, that nothing in these Plan Sponsor Selection Procedures shall limit, alter or impair the rights of any party to payment and reimbursement of expenses that are set forth in the DIP Order (as defined in the Plan), and parties entitled to payment or reimbursement of expenses under the DIP Order shall be entitled to payment or reimbursement of expenses incurred in connection with these Plan Sponsor Selection Procedures and the matters contemplated hereby subject to the terms of, including the caps of such fees set forth in, such DIP Order;

d. expressly waive any claim or right to assert any substantial contribution administrative expense claim under section 503(b) of the Bankruptcy Code in connection with the submission of a Plan Sponsor Proposal and/or participating in the Plan Sponsor Selection Process;

e. not contain any unsatisfied financing contingencies of any kind;

f. include a covenant to cooperate with the Debtors to provide pertinent factual information regarding the Prospective Plan Sponsor's operations (if any) reasonably required to analyze issues arising with respect to any applicable antitrust laws and other applicable regulatory requirements;

g. be reasonably likely (based on antitrust or other regulatory issues, experience, and other considerations) to be consummated, if selected as the Successful Plan Sponsor, within a time frame acceptable to the Debtors;

h. include contact information for the specific person(s) the Debtors should contact in the event they have questions about the Plan Sponsor Proposal; and

i. include a covenant to comply with the terms of the Plan Sponsor Selection Procedures and the Plan Procedures Order.

D. Qualified Plan Sponsors

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

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

For the avoidance of doubt and notwithstanding the foregoing, the Initial Plan Sponsor Transaction shall automatically be deemed a Qualified Plan Sponsor Proposal and the Initial Plan Sponsor shall automatically be deemed a Qualified Plan Sponsor, in each case, without any further action on the part of the Initial Plan Sponsor or the Debtors.

VI. Plan Sponsor Proposal Review Process

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

1. the amount of the purchase price set forth in the Plan Sponsor Proposal;

2. the form of consideration. No preference shall be given between Plan Sponsor Proposals that provide all cash consideration and Plan Sponsor Proposals that include both cash consideration and Non-Cash Consideration;

3. the number, type, and nature of any changes to the form Plan Sponsor Agreement, as applicable, requested by each Prospective Plan Sponsor (and the extent to which such modifications are likely to delay closing of the Transaction and the cost to the Debtors of such modifications or delay);

4. the value and net economic benefit to the Debtors' estates (including reduction or forgiveness of debt);

5. the likelihood of the Prospective Plan Sponsor being able to close the proposed transaction (including obtaining any required regulatory approvals) and the timing thereof;

6. the confirmability of the plan proposed in the Modified Transaction Agreement;

7. the proposed governance terms for the board of directors or equivalent governing body of New Speedcast Parent (as defined in the Plan);

8. the transaction structure and execution risk, including conditions to, timing of, and certainty of closing; termination provisions; availability of financing and financial wherewithal to meet all commitments; and required governmental or other approvals; and

9. the impact on employees and employee claims against the Debtors.

The Debtors, in consultation with the Consultation Parties, will make a determination regarding which Plan Sponsor Proposal(s) qualify as a Qualified Plan Sponsor Proposal(s), and will notify Prospective Plan Sponsor(s) whether they have been selected as a Qualified Plan Sponsor by no later than **November 20, 2020, at 12:00 p.m. (prevailing Central Time)** (the "**Qualified Plan Sponsor Notice Date**").

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

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

The Debtors shall provide copies of each Qualified Plan Sponsor Proposal no later than the Qualified Plan Sponsor Notice Date to the Consultation Parties, the Initial Plan Sponsor and each

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

VII. Plan Sponsor Selection

If two or more Qualified Plan Sponsor Proposals (including the Initial Plan Sponsor Agreement and the Baseline Plan Sponsor Proposal, if different) are received by the Submission Deadline, following consultation with the Consultation Parties, the Debtors shall conduct a final selection process for Plan Sponsor (the "**Final Selection Process**") at the offices of Weil, Gotshal & Manges, LLP, 767 Fifth Avenue, New York, New York 10153 (with reasonable accommodations requested due to the ongoing pandemic) on **November 23, 2020, at 10:00 a.m. (prevailing Central Time)** (the "**Final Selection Date**"), or at such other date, time and location (including virtual location and with other accommodations necessary to mitigate any COVID-19 related risks or concerns) as the Debtors, as determined in their reasonable business judgment, shall notify all Qualified Plan Sponsors (including the Initial Plan Sponsor and the Baseline Plan Sponsor), and all other parties entitled to attend the Final Selection Process. If held, the proceedings of the Final Selection Process will be transcribed, and, if the Debtors deem appropriate, video recorded.

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

The Debtors shall have the right to determine, in their reasonable business judgment, and in consultation with Consultation Parties, which Qualified Plan Sponsor Proposal is the highest or otherwise best Qualified Plan Sponsor Proposal and reject, at any time, any Plan Sponsor Proposal (other than the Initial Plan Sponsor Transaction) that is inconsistent with these Plan Sponsor Selection Procedures.

A. Final Selection Process

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

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

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

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

The Debtors shall use commercially reasonable efforts to, by **November 25, 2020 at 4:00 p.m. (prevailing Central Time)** (the "**Plan Sponsor Selection Date**"), file with the Bankruptcy Court, serve on the Transaction Notice Parties, and cause to be published on the Debtors' claims and noticing agent's website a notice, which shall identify the Plan Sponsor and Back-Up Plan Sponsor, if any.

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

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

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

VIII. Disposition of Good-Faith Deposits

A. Prospective Plan Sponsors

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

B. Qualified Plan Sponsors

1. Forfeiture of Good-Faith Deposit. The Good-Faith Deposit of a Qualified Plan Sponsor will be forfeited to the Debtors if (i) the Qualified Plan Sponsor attempts to modify, amend, or withdraw its Qualified Plan Sponsor Proposal, except with the prior written consent of the Debtors, in consultation with the Consultation Parties, or as otherwise permitted by these Plan Sponsor Selection Procedures; or (ii) the Qualified Plan Sponsor is selected as the Plan Sponsor and fails to enter into the required definitive documentation or to consummate a Transaction(s), in each case in accordance with and by the deadlines set forth in these Plan Sponsor Selection Procedures and the terms of the applicable transaction documents with respect to the Successful Plan Sponsor Proposal. The Debtors shall release the Good-Faith Deposit by wire transfer of immediately available funds to an account designated by the Debtors two (2) business days after the execution by an authorized officer of the Debtors of a written notice stating that the applicable Good-Faith Deposit shall be forfeited in accordance with this section (b)(1).

2. Return of Good-Faith Deposit. With the exception of the Good-Faith Deposits of the Plan Sponsor and Back-Up Plan Sponsor, the Debtors shall return to each other Qualified Plan Sponsor any Good-Faith Deposit (without any interest accrued thereon) made by such Qualified Plan Sponsor within five (5) business days after the Plan Sponsor Selection Date.

3. Back-Up Plan Sponsor. The Debtors shall return the Back-Up Plan Sponsor's Good-Faith Deposit (without any interest accrued thereon), within five (5) business days after the occurrence of the Back-Up Termination Date.

4. Plan Sponsor. The Good-Faith Deposit of the Plan Sponsor (if any) shall be applied against the purchase price of the Successful Plan Sponsor Proposal on the effective date of the plan of reorganization.

IX. Confirmation Hearing

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

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

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

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

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

All Prospective Plan Sponsors shall be deemed to have (i) consented to the jurisdiction of the Bankruptcy Court to enter any order or orders, which shall be binding in all respects, in any way related to these Plan Sponsor Selection Procedures, or the construction or enforcement of any agreement or any other document relating to a Transaction(s); (ii) waived any right to a jury trial in connection with any disputes relating to these Plan Sponsor Selection Procedures, or the

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

XI. Reservation of Rights

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

Exhibit I

Creditors' Committee Recommendation Letter

(Docket No. 856)

LETTER OF THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS RECOMMENDING THAT UNSECURED CREDITORS VOTE TO ACCEPT THE PROPOSED PLAN OF SPEEDCAST INTERNATIONAL LIMITED
Case No. 20-32243 (MI)

To: Holders of Class 4A and Class 4B Claims (collectively, the "Voting Creditors"):

The Official Committee of Unsecured Creditors (the "Creditors' Committee") was appointed by the Office of the United States Trustee to serve as the fiduciary body representing the collective interests of unsecured creditors in the chapter 11 cases of Speedcast International Limited and its affiliated debtors and debtors in possession (collectively, the "Debtors"). The purpose of this letter is to advise you that the Creditors' Committee recommends that the Voting Creditors vote to **ACCEPT** the Plan.

Background

On October 10, 2020 the Debtors filed the *Disclosure Statement for Joint Chapter 11 Plan of Speedcast International Limited and its Debtor Affiliates* [Docket No. 810] (the "Disclosure Statement"). The Creditors' Committee submits this recommendation letter regarding the Debtors' chapter 11 plan (the "Plan").[1]

Pursuant to the Plan, if you are an unsecured "crucial" trade claim creditor with an Allowed Unsecured Trade Claim[2] against the Debtors, then your claim is classified and treated in Class 4A.[3] Each holder of an Allowed Unsecured Trade Claim shall receive its Pro Rata share of the Trade Claim Cash Amount, which is defined in the Plan as an amount equal to $25,000,000. The precise amount allocable to each holder of an Allowed Class 4A Claim will depend on a number of factors, including the number of allowed claims included in that Class.

Pursuant to the Plan, if you are an unsecured creditor with an Allowed Other Unsecured Claim,[4] then your claim is classified and treated in Class 4B. Each holder of an Allowed Other Unsecured Claim shall receive its Pro Rata share of the Litigation Trust Distributable Proceeds from the Litigation Trust. The Litigation Trust will be funded with $2.5 million and certain of the Debtors' causes of action, as described in the Disclosure Statement. The precise amount of distributable proceeds to holders of Class 4B Claims will depend on a number of factors, including the number of Allowed Class 4B Claims and the amount of proceeds generated from Litigation Trust Causes of Action. Neither the Debtors nor the Committee has concluded an

[1] Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Disclosure Statement or Plan.

[2] An "Unsecured Trade Claim" under the Plan means any allowed unsecured trade vendor claims against the Debtors held by trade vendors crucial to the Debtors' businesses, as determined by the Debtors pursuant to the methodology described in the Disclosure Statement.

[3] Each unsecured creditor will receive a ballot to vote on the Plan that designates such creditor as either a Class 4A or Class 4B claimant.

[4] An "Other Unsecured Claim" under the Plan means any Claim against the Debtors (other than an Intercompany Claim) that is (i) not an Administrative Expense Claim, Fee Claim, Priority Tax Claim, Other Priority Claim, Other Secured Claim, DIP Claim, Syndicated Facility Secured Claim, or Unsecured Trade Claim, or (ii) otherwise determined by the Bankruptcy Court to be an Other Unsecured Claim.

investigation to estimate the value of any and all such causes of action. Therefore, the potential recovery, if any, to Class 4B Claims is unknown.

Class 4A Claims and Class 4B Claims are treated separately under the Plan, as described above. Holders of Class 4B Claims are not eligible to receive distributions from the Trade Claim Cash Amount and Class 4A Claims are not entitled to share in the Litigation Trust Distributable Proceeds. More information about distributions to Claims in Class 4A and Claims in Class 4B is set forth in the Disclosure Statement.

Recommendation

The Plan, Disclosure Statement, and related procedures are the result of extensive good faith negotiations, including through a court-ordered mediation with Chief Judge David R. Jones of the United States Bankruptcy Court for the Southern District of Texas, among the Debtors and a number of their key economic stakeholders, including the Creditors' Committee. The Creditors' Committee believes that the agreements embodied in the Plan, and the respective recoveries provided to the holders of Class 4A and Class 4B Claims under the Plan, represent a fair and reasonable resolution of the interests and rights of the Debtors' creditors.

The Creditors' Committee therefore supports the Plan and believes that the Plan is in the best interests of the Voting Creditors as a whole under the circumstances. The Creditors' Committee recommends that Voting Creditors vote to ACCEPT the plan.

The Creditors' Committee recommends that, prior to voting on the Plan, each unsecured creditor carefully review the materials provided to them, including without limitation, the Disclosure Statement and the Plan, with such materials being available: (a) for free from KCC by visiting http://www.kccllc.net/Speedcast and/or calling KCC at (877) 709-4758 (U.S./Canada) or (424) 236-7236 (International); or (b) for a fee via PACER at https://www.txs.uscourts.gov/page/bankruptcy-court.

Please note that, although the Creditors' Committee, by this letter, expresses support regarding the Plan, this letter does not necessarily reflect the views of any of the individual members of the Creditors' Committee, each of which reserves any and all of its rights.

If you have any questions with respect to the Plan, the proposed treatment of your claims or the information contained in this letter, please contact Hogan Lovells US LLP (Attn: David Simonds (david.simonds@hoganlovells.com); Ronald Silverman (ronald.silverman@hoganlovells.com), and John Beck (john.beck@hoganlovells.com).

Very truly yours,

The Official Committee of Unsecured Creditors
of Speedcast International Limited, *et al.*

YOU ARE URGED TO CAREFULLY READ THE PLAN AND DISCLOSURE STATEMENT AND THE EXHIBITS ATTACHED THERETO IN THEIR ENTIRETY. THE DESCRIPTION OF THE PLAN AND DISCLOSURE STATEMENT IN THIS LETTER IS INTENDED TO BE ONLY A SUMMARY OF CERTAIN SELECTED PROVISIONS PREPARED BY THE CREDITORS' COMMITTEE.

THIS LETTER MAY NOT BE RELIED UPON FOR ANY PURPOSE OTHER THAN HOW TO VOTE ON THE PLAN AND DISCLOSURE STATEMENT AND THE INFORMATION CANNOT BE RELIED UPON FOR ANY OTHER PURPOSE.

THERE IS ALWAYS A RISK THAT FURTHER LITIGATION AND/OR A LATER SETTLEMENT COULD RESULT IN HIGHER OR LOWER RECOVERIES FOR HOLDERS OF UNSECURED CLAIMS THAN THE PLAN AND DISCLOSURE STATEMENT. THE CREDITORS' COMMITTEE DOES NOT GUARANTEE ANY PARTICULAR RESULT IN THE DEBTORS' CHAPTER 11 CASES.

ALTHOUGH THE BANKRUPTCY COURT HAS AUTHORIZED THE DEBTORS TO INCLUDE THIS RECOMMENDATION LETTER AS PART OF THE SOLICITATION PACKAGE, SUCH AUTHORIZATION DOES NOT CONSTITUTE AN ENDORSEMENT BY THE BANKRUPTCY COURT OF THE MERITS OF THE PLAN AND DISCLOSURE STATEMENT OR THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED HEREIN.

THIS COMMUNICATION DOES NOT CONSTITUTE, AND SHALL NOT BE CONSTRUED AS, A SOLICITATION BY ANY INDIVIDUAL MEMBER OF THE CREDITORS' COMMITTEE OR ANY OF ITS REPRESENTATIVES.

THE COMMITTEE RESERVES THE RIGHT TO CHANGE ITS POSITION AND RECOMMENDATION THAT VOTING CREDITORS VOTE TO ACCEPT THE PLAN, OR FILE ANY OBJECTION, RESPONSE OR OTHER PLEADING IN REGARD TO THE PLAN, THE DISCLOSURE STATEMENT OR ANY OTHER MATTER IN THE DEBTORS' CHAPTER 11 CASES, TO THE EXTENT THAT SUBSEQUENT DEVELOPMENTS SO WARRANT, AS DETERMINED BY THE COMMITTEE, OR OTHERWISE.

Exhibit J

Schedule of Class 4A Unsecured Trade Creditors

	Class 4A Unsecured Trade Creditors
1	Airbus Defence And Space Limited
2	APT Satellite Company Limited
3	Asia Satellite Telecommunications Company Limited
4	Azyan Telecommunications LLC
5	Thrane And Thrane A/S and its affiliates or subsidiaries
6	Comsat, Inc. and its affiliates or subsidiaries
7	Comtech Telecommunications Corp. and its affiliates or subsidiaries
8	Deloitte Touche Tohmatsu Limited and its affiliates or subsidiaries
9	Detecon Al Saudia Co. Ltd.
10	Echostar Corp. and its affiliates or subsidiaries
11	Eutelsat S.A. and its affiliates or subsidiaries
12	Globalstar, Inc. and its affiliates or subsidiaries
13	Intellian Technologies, Inc. and its affiliates or subsidiaries
14	Intelsat US LLC and its affiliates or subsidiaries
15	Iridium Satellite LLC
16	Level 3 Communications and its affiliates or subsidiaries
17	Marlink and its affiliates or subsidiaries
18	McKinsey & Company Inc. and its affiliates or subsidiaries
19	Measat International (South Asia) Ltd
20	Network Innovations Inc. and its affiliates or subsidiaries
21	PricewaterhouseCoopers LLP and its affiliates or subsidiaries
22	Sematron UK Ltd
23	SES S.A. and its affiliates or subsidiaries
24	Sky Perfect JSAT Corp.
25	ST Engineering iDirect (Europe) NV
26	ST Engineering iDirect, Inc. dba iDirect
27	Tampnet Group and its affiliates or subsidiaries
28	Tata Communications and its affiliates or subsidiaries
29	Tatanet Services Limited
30	Telenor Satellite AS and its affiliates or subsidiaries
31	Telesat and its affiliates or subsidiaries
32	Telespazio SPA
33	Thuraya Telecommunications Company (PJSC)
34	Vocus Pty Ltd.
35	Vodafone Fiji Ltd.
36	Xiplink Inc.
37	Zayo Group Holdings, Inc. and its affiliates or subsidiaries