PlnDue, LEAD, COMPLX, CLMAGT, APPEAL, APPEAL_NAT

U.S. Bankruptcy Court
Southern District of Texas (Houston)
Bankruptcy Petition #: 20-32243
Internal Use Only

Date filed: 04/23/2020
Plan confirmed: 01/22/2021
341 meeting: 08/13/2020

Assigned to: Marvin Isgur
Chapter 11
Voluntary
No asset

Debtor
SpeedCast International Limited
Unit 4F, Level 1, 12 Lord Street
Botany NSW 2019
OUTSIDE U. S.
Australia
Tax ID / EIN: 00-0000000

represented by **Brenda Lynn Funk**
Weil Gotshal et al
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Houston, TX 77002
713-546-5000
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Houston, TX 77002
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Debtor
SpeedCast Communications, Inc.
4400 S. Sam Houston Parkway E.
Houston, TX 77048
HARRIS-TX
Tax ID / EIN: 76-0043882
***fka* Caprock Communications Inc**
***fka* Harris Caprock Communications Inc**

represented by **Clifford William Carlson**
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700 Louisiana
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713-546-5000
Fax : 713-224-9511
Email: Clifford.Carlson@Weil.com

Alfredo R Perez
(See above for address)

Debtor
SpeedCast UK Holdings Limited
First Floor Templeback 10
Temple Back Bristol BS1
OUTSIDE U. S.
United Kingdom
Tax ID / EIN: 00-0000000

represented by **Brenda Lynn Funk**
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Alfredo R Perez
(See above for address)

Debtor
CapRock UK Limited
Caprock Building, Denmore Road
Bridge of Don Aberdeen
OUTSIDE U. S.
United Kingdom
Tax ID / EIN: 00-0000000

represented by **Clifford William Carlson**
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Alfredo R Perez
(See above for address)

Debtor
CapRock Communications Pte. Ltd.
5A Toh Guan Road East #0601 CWT
Jurong East Logistics Ce
OUTSIDE U. S.
Singapore
Tax ID / EIN: 00-0000000

represented by **Clifford William Carlson**
(See above for address)

Alfredo R Perez
(See above for address)

Debtor
Speedcast Cyprus Ltd.
86 Fragklinou Rousvelt, Petra Business

represented by **Brenda Lynn Funk**
(See above for address)

4th Floor
3031 Limassol
OUTSIDE U. S.
Cyprus
***fka* SAIT Communications Limited**

Alfredo R Perez
(See above for address)

Debtor
SpeedCast Limited
2401 & 0811 Dorset House
Quarry Bay
Taikoo Place, 979 Kings
OUTSIDE U. S.
Hong Kong
Tax ID / EIN: 00-0000000

represented by **Brenda Lynn Funk**
(See above for address)

Alfredo R Perez
(See above for address)

Debtor
SpeedCast Group Holdings Pty Ltd
Lakes Business Park, Unit 4F Level 1
12 Lord Street, Botany
OUTSIDE U. S.
NSW 2019 Australia
Tax ID / EIN: 00-0000000

represented by **Brenda Lynn Funk**
(See above for address)

Alfredo R Perez
(See above for address)

Debtor
SpaceLink Systems, LLC
4400 S. Sam Houston Parkway E.
Houston, TX 77048
HARRIS-TX
Tax ID / EIN: 00-0000000

represented by **Alfredo R Perez**
(See above for address)

Debtor
SpeedCast Australia Pty Limited
49 Port Road
Thebarton, SA 5031
OUTSIDE U. S.
Australia
Tax ID / EIN: 00-0000000
***fka* Australian Satellite Communications Pty Ltd**

represented by **Alfredo R Perez**
(See above for address)

Debtor
Satellite Communications Australia Pty Ltd
Unit 5, 21 Flinders Parade
North Lakes QLD 4509
OUTSIDE U. S.
Australia
Tax ID / EIN: 00-0000000

represented by **Alfredo R Perez**
(See above for address)

Debtor
Oceanic Broadband Solutions Pty Ltd
Unit 4F Level 1, 12 Lord Street
Botany, NSW 2019
OUTSIDE U. S.
Australia
Tax ID / EIN: 00-0000000

represented by **Alfredo R Perez**
(See above for address)

Debtor
SpeedCast Managed Services Pty Limited
Level 8, 432 St Kilda Road
Melbourne, VIC 3004
OUTSIDE U. S.
Australia
Tax ID / EIN: 00-0000000
***fka* Pactel International Pty Ltd**
***fka* SpeedCast Pacific Pty Ltd**

represented by **Brenda Lynn Funk**
(See above for address)

Alfredo R Perez
(See above for address)

Debtor
Maritime Communication Services, Inc.
4400 S. Sam Houston Parkway E.
Houston, TX 77048
HARRIS-TX
Tax ID / EIN: 59-2221603

represented by **Alfredo R Perez**
(See above for address)

Debtor
Telaurus Communications LLC
210 Malapardis Road
Suite 202
Knolls, NJ 07927
MORRIS-NJ
Tax ID / EIN: 27-0254991

represented by **Brenda Lynn Funk**
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Alfredo R Perez
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Debtor
CCI Services Corp.
4400 S. Sam Houston Parkway E.
Houston, TX 77048
HARRIS-TX
Tax ID / EIN: 30-0400518

represented by **Clifford William Carlson**
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Alfredo R Perez
(See above for address)

Debtor
HCT Acquisition, LLC
45 Oser Avenue
Hauppauge, ny 11788
SUFFOLK-NY
Tax ID / EIN: 82-2191711

represented by **Clifford William Carlson**
(See above for address)

Brenda Lynn Funk
(See above for address)

Alfredo R Perez

(See above for address)

Debtor
Cosmos Holdings Acquisition Corp.
45 Oser Avenue
Hauppauge, NY 11788
SUFFOLK-NY
Tax ID / EIN: 46-4882088

represented by **Clifford William Carlson**
(See above for address)

Alfredo R Perez
(See above for address)

Debtor
Globecomm Network Services Corporation

45 Oser Avenue
Hauppauge, NY 11788
SUFFOLK-NY
Tax ID / EIN: 11-3318591

represented by **Clifford William Carlson**
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Brenda Lynn Funk
(See above for address)

Alfredo R Perez
(See above for address)

Debtor
Hermes Datacommunications International Limited
Hermes House Holsworth Park
Oxon Business Park, Bitcon Heath
SY3 5HJ
Shrewsbury Shropshire
OUTSIDE U. S.
United Kingdom
Tax ID / EIN: 00-0000000

represented by **Alfredo R Perez**
(See above for address)

Debtor
SpeedCast Singapore Pte. Ltd.
5A Toh Guan Road, East #0601 CWT
Jurong East Logistics Centre
Singapore 608830
OUTSIDE U. S.
Singapore
Tax ID / EIN: 00-0000000
***fka* ST Teleport Pte Ltd**

represented by **Brenda Lynn Funk**
(See above for address)

Alfredo R Perez
(See above for address)

Debtor
SpaceLink Systems II, LLC
4400 S. Sam Houston Parkway E.
Houston, TX 77048
HARRIS-TX
Tax ID / EIN: 76-0288333
***fka* SpaceLink System Inc**

represented by **Alfredo R Perez**
(See above for address)

Debtor

represented by **Clifford William Carlson**

CapRock Comunicacoes do Brasil Ltda.
Av Prefeito Aristeu Ferreira da Silva
2600, Granja dos Cavaleiros, Maca
RJ, 27.930070
OUTSIDE U. S.
Brazil
Tax ID / EIN: 00-0000000

(See above for address)

Alfredo R Perez
(See above for address)

Debtor
CapRock Participacoes do Brasil Ltda.
Av Presidente Wilson, 321, 27
Andar Sala 2704 Parte, Centro
20.030021
Rio de Janeiro, RJ
OUTSIDE U. S.
Brazil
Tax ID / EIN: 00-0000000

represented by **Clifford William Carlson**
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Alfredo R Perez
(See above for address)

Debtor
Speedcast Canada Limited
Suite 2600, Three Bentall Centre
595 Burrard Street
P.O. Box 49314
Vancouver BC V7X 1L3
OUTSIDE U. S.
Canada
Tax ID / EIN: 00-0000000

represented by **Clifford William Carlson**
(See above for address)

Alfredo R Perez
(See above for address)

Debtor
CapRock Communications (Australia) Pty Ltd
44 Clavering Road
Bayswater, WA 6053
OUTSIDE U. S.
Australia
Tax ID / EIN: 00-0000000

represented by **Clifford William Carlson**
(See above for address)

Alfredo R Perez
(See above for address)

Debtor
SpeedCast Norway AS
Roynebergsletta 29
4033 Stavanger
OUTSIDE U. S.
Norway
Tax ID / EIN: 00-0000000
***fka* Schlumberger Information Technology Services Norge AS**
***fka* Harris Norge AS**

represented by **Brenda Lynn Funk**
(See above for address)

Alfredo R Perez
(See above for address)

Debtor
Globecomm Europe B.V.
Plantweg 52
8256 SH Biddinghuizen
OUTSIDE U. S.
The Netherlands
Tax ID / EIN: 00-0000000
***fka* Carrier to Carrier Telecom BV**

represented by **Clifford William Carlson**
(See above for address)

Brenda Lynn Funk
(See above for address)

Alfredo R Perez
(See above for address)

Debtor
NewCom International, Inc.
15590 NW 15th Avenue
Miami, FL 33169
MIAMI-DADE-FL
Tax ID / EIN: 65-1030231

represented by **Alfredo R Perez**
(See above for address)

Debtor
Evolution Communications Group Limited

45 Oser Avenue
Hauppauge, NY 11788
SUFFOLK-NY
Tax ID / EIN: 00-0000000

represented by **Clifford William Carlson**
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Alfredo R Perez
(See above for address)

Debtor
Speedcast Netherlands B.V.
1/F Coolsingel 6
3011 AD Rotterdam
OUTSIDE U. S.
The Netherlands
Tax ID / EIN: 00-0000000
***fka* Electrikom BV**
***fka* Speedcast Europe BV**

represented by **Brenda Lynn Funk**
(See above for address)

Alfredo R Perez
(See above for address)

Debtor
SpeedCast Americas, Inc.
4400 S. Sam Houston Parkway E.
Houston, TX 77048
HARRIS-TX
Tax ID / EIN: 37-1767664

represented by **Alfredo R Perez**
(See above for address)

Debtor
SpeedCast France SAS
38 Rue Breguet
Paris, 75011
OUTSIDE U. S.
France
Tax ID / EIN: 00-0000000

represented by **Brenda Lynn Funk**
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Alfredo R Perez
(See above for address)

***fka* Geolink Satellite Services SAS**

U.S. Trustee
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represented by **Hector Duran, Jr**
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7137184650
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Creditor Committee
The Official Committee of Unsecured Creditors
c/o Randall A. Rios
Husch Blackwell LLP
600 Travis Street, Suite 2350
Houston, TX 77002
713-525-6226

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Creditor Committee
The Official Committee of Unsecured Creditors

represented by **Timothy Aaron Million**
(See above for address)

S. Lee Whitesell
(See above for address)

Filing Date	#	Docket Text
04/23/2020	1 (23 pgs)	Chapter 11 Voluntary Petition Non-Individual Fee Amount $1717 Filed by SpeedCast International Limited. (Perez, Alfredo) (Entered: 04/23/2020)
04/23/2020		Notice of Appearance and Request for Notice Filed by Stephen Douglas Statham (Statham, Stephen) (Entered: 04/23/2020)
04/23/2020	2 (1 pg)	Notice and Order regarding exchanging of exhibits and witness lists in all contested matters and adversary proceedings. (Entered: 04/23/2020)
04/23/2020	3 (27 pgs; 2 docs)	Emergency Motion *of Debtors for Order Directing Joint Administration of Chapter 11 Cases* Filed by Debtor SpeedCast International Limited (Attachments: # 1 Exhibit A - Proposed Order) (Perez, Alfredo) (Entered: 04/23/2020)
04/23/2020	4 (3 pgs)	Notice of Appearance and Request for Notice Filed by Henry Flores Filed by on behalf of Ad Hoc Group of Secured Lenders (Flores, Henry) (Entered: 04/23/2020)
04/23/2020	5 (40 pgs; 2 docs)	Emergency Motion *of Debtors for an Order (I) Authorizing Debtors to Pay Certain Prepetition Taxes and Assessments and (II) Granting Related Relief* Filed by Debtor SpeedCast International Limited (Attachments: # 1 Exhibit A - Proposed Order) (Perez, Alfredo) (Entered: 04/23/2020)
04/23/2020	6 (37 pgs; 4 docs)	Emergency Motion *of Debtors for Interim and Final Orders (I) Authorizing Debtors to Continue Insurance Programs and Pay All Obligations With Respect Thereto; and (II) Granting Related Relief* Filed by Debtor SpeedCast International Limited (Attachments: # 1 Exhibit A - Proposed Interim Order # 2 Exhibit B - Proposed Final Order # 3 Exhibit C) (Perez, Alfredo) (Entered: 04/23/2020)
04/23/2020	7 (35 pgs; 2 docs)	Emergency Motion *of Debtors for an Order (I) Approving Debtors' Proposed Form of Adequate Assurance of Payment to Utility Companies; (II) Establishing Procedures for Resolving Objections by Utility Companies; (III) Prohibiting Utility Companies From Altering, Refusing, or Discontinuing Service; and (IV) Granting Related Relief* Filed by Debtor SpeedCast International Limited (Attachments: # 1 Exhibit A - Proposed Order) (Perez, Alfredo) (Entered: 04/23/2020)
	8 (37 pgs; 2 docs)	Emergency Motion *of Debtors for Entry of Order Enforcing Protections of 11 U.S.C. §§ 362, 365, 525, and 541* Filed by Debtor SpeedCast International Limited (Attachments: # 1 Exhibit A - Proposed Order) (Perez, Alfredo) (Entered:

04/23/2020		04/23/2020)
04/23/2020	9 (19 pgs; 2 docs)	Emergency Motion *of Debtors for an Order (I) Authorizing Debtors to File a Consolidated Creditor Matrix and a Consolidated List of 30 Largest Unsecured Creditors; (II) Modifying Requirement to File a List of Equity Security Holders; (III) Approving Form and Manner of Notifying Creditors of Commencement of Chapter 11 Cases and Other Information; and (IV) Granting Related Relief* Filed by Debtor SpeedCast International Limited (Attachments: # 1 Exhibit A - Proposed Order) (Perez, Alfredo) (Entered: 04/23/2020)
04/23/2020	10 (11 pgs; 2 docs)	Emergency Motion *of Debtors for an Order Extending Time to File Schedules of Assets and Liabilities and Statements of Financial Affairs* Filed by Debtor SpeedCast International Limited (Attachments: # 1 Exhibit A - Proposed Order) (Perez, Alfredo) (Entered: 04/23/2020)
04/23/2020	11 (40 pgs; 3 docs)	Emergency Motion *of Debtors for Interim and Final Orders (I) Authorizing Debtors to Continue Use of Their Existing Cash Management System, Including (A) Maintain Existing Bank Accounts, (B) Continue Intercompany Transactions, (C) Continue to Pay Bank Fees, (D) Continue Using Credit Cards; (II) Granting a Waiver of the Requirements of 11 U.S.C. § 345(b); and (III) Granting Related Relief* Filed by Debtor SpeedCast International Limited (Attachments: # 1 Exhibit A - Proposed Interim Order # 2 Exhibit B - Proposed Final Order) (Perez, Alfredo) (Entered: 04/23/2020)
04/23/2020		Notice of Appearance and Request for Notice Filed by Hector Duran Jr (Duran, Hector) (Entered: 04/23/2020)
04/23/2020	12 (1 pg)	Motion to Appear pro hac vice *of Damian S. Schaible*. Filed by Interested Party Ad Hoc Group of Secured Lenders (Flores, Henry) (Entered: 04/23/2020)
04/23/2020	13 (1 pg)	Motion to Appear pro hac vice *of David Schiff*. Filed by Interested Party Ad Hoc Group of Secured Lenders (Flores, Henry) (Entered: 04/23/2020)
04/23/2020	14 (1 pg)	Motion to Appear pro hac vice *of Jonah A. Peppiatt*. Filed by Interested Party Ad Hoc Group of Secured Lenders (Flores, Henry) (Entered: 04/23/2020)
04/23/2020	15 (1 pg)	Motion to Appear pro hac vice *of Jarret Erickson*. Filed by Interested Party Ad Hoc Group of Secured Lenders (Flores, Henry) (Entered: 04/23/2020)
	16 (57 pgs)	Declaration re: */ Declaration of Michael Healy In Support of Debtors' Chapter 11 Petitions and First Day Relief* (Filed By

04/23/2020		SpeedCast International Limited). (Perez, Alfredo) (Entered: 04/23/2020)
04/23/2020		Judge Marvin Isgur added to case. Involvement of Judge David R Jones Terminated. (LinhthuDo) (Entered: 04/23/2020)
04/23/2020	17 (114 pgs; 3 docs)	Emergency Motion *of Debtors for Entry of Interim and Final Orders Establishing Notification Procedures and Approving Restrictions on Certain Transfers of Interests in, and Claims Against, the Debtors and Claims of Certain Worthless Stock Deductions* Filed by Debtor SpeedCast International Limited Hearing scheduled for 4/23/2020 at 03:00 PM at Houston, Courtroom 404 (MI). (Attachments: # 1 Exhibit A - Proposed Interim Order # 2 Exhibit B - Proposed Final Order) (Perez, Alfredo) (Entered: 04/23/2020)
04/23/2020	18 (11 pgs)	Order for Joint Administration Signed on 4/23/2020 (Related Doc # 3). (LinhthuDoadi) (Entered: 04/23/2020)
04/23/2020		(private) Motion for Joint Administration terminated. (LinhthuDoadi) (Entered: 04/23/2020)
04/23/2020	19 (6 pgs; 2 docs)	Notice of Designation as Complex Chapter 11 Bankruptcy Case (Filed By SpeedCast International Limited). (Attachments: # 1 Exhibit A - Proposed Order) (Perez, Alfredo) (Entered: 04/23/2020)
04/23/2020	20 (34 pgs; 2 docs)	Emergency Motion *of Debtors for an Order (I) Authorizing Debtors to (A) Pay Prepetition Wages, Salaries, Employee Benefits, and Other Compensation and (B) Maintain Employee Benefit Programs and Pay Related Obligations; and (II) Granting Related Relief* Filed by Debtor SpeedCast International Limited Hearing scheduled for 4/23/2020 at 03:00 PM at Houston, Courtroom 404 (MI). (Attachments: # 1 Exhibit A - Proposed Order) (Perez, Alfredo) (Entered: 04/23/2020)
04/23/2020	21 (52 pgs; 4 docs)	Emergency Motion *of Debtors for Interim and Final Orders (I) Authorizing Debtors to Pay Prepetition Obligations to (A) Critical Vendors, (B) Foreign Creditors, (C) Lien Claimants, and (D) 503(b)(9) Claimants; (II) Approving Letter Agreement With Intelsat US LLC; and (III) Granting Related Relief* Filed by Debtor SpeedCast International Limited Hearing scheduled for 4/23/2020 at 03:00 PM at Houston, Courtroom 404 (MI). (Attachments: # 1 Exhibit A - Proposed Interim Order # 2 Exhibit B - Proposed Final Order # 3 Exhibit C) (Perez, Alfredo) (Entered: 04/23/2020)
	22 (2 pgs)	Order Granting Complex Chapter 11 Bankruptcy Case Treatment, Signed on 4/23/2020 (Related document(s):19 Notice of Designation as Complex Chapter 11 Bankruptcy

04/23/2020		Case) (LinhthuDo) (Entered: 04/23/2020)
04/23/2020	23 (3 pgs)	Notice of Appearance and Request for Notice Filed by Noelle M Reed Filed by on behalf of Credit Suisse AG, Cayman Islands Branch (Reed, Noelle) (Entered: 04/23/2020)
04/23/2020	24 (43 pgs; 3 docs)	Emergency Motion / *Emergency Application of Debtors Pursuant to 28 U.S.C. § 156(c), 11 U.S.C. §§ 105(a), 327, and 503(b), Fed. R. Bankr. P. 2002(f), 2014(a), and 2016, and Bankruptcy Local Rule 2014-1 for Appointment of Kurtzman Carson Consultants LLC as Claims, Noticing, and Solicitation Agent* Filed by Debtor SpeedCast International Limited Hearing scheduled for 4/23/2020 at 03:00 PM at Houston, Courtroom 404 (MI). (Attachments: # 1 Exhibit A - Proposed Order # 2 Exhibits B - D) (Perez, Alfredo) (Entered: 04/23/2020)
04/23/2020	25 (1 pg)	Motion to Appear pro hac vice *for George R. Howard*. Filed by Creditor Credit Suisse AG, Cayman Islands Branch (Reed, Noelle) (Entered: 04/23/2020)
		(private) SpeedCast Communications, Inc. rep by Alfredo R Perez, and SpeedCast UK Holdings Limited rep by Alfredo R Perez, and CapRock UK Limited rep by Alfredo R Perez, and CapRock Communications Pte. Ltd. rep by Alfredo R Perez, and Speedcast Cyprus Ltd. rep by Alfredo R Perez, and SpeedCast Limited rep by Alfredo R Perez, and SpeedCast Group Holdings Pty Ltd rep by Alfredo R Perez, and SpaceLink Systems, LLC rep by Alfredo R Perez, and SpeedCast Australia Pty Limited rep by Alfredo R Perez, and Satellite Communications Australia Pty Ltd rep by Alfredo R Perez, and Oceanic Broadband Solutions Pty Ltd rep by Alfredo R Perez, and SpeedCast Managed Services Pty Limited rep by Alfredo R Perez, and Maritime Communication Services, Inc. rep by Alfredo R Perez, and Telaurus Communications LLC rep by Alfredo R Perez, and CCI Services Corp. rep by Alfredo R Perez, and HCT Acquisition, LLC rep by Alfredo R Perez, and Cosmos Holdings Acquisition Corp. rep by Alfredo R Perez, and Globecomm Network Services Corporation rep by Alfredo R Perez, and Hermes Datacommunications International Limited rep by Alfredo R Perez, and SpeedCast Singapore Pte. Ltd. rep by Alfredo R Perez, and SpaceLink Systems II, LLC rep by Alfredo R Perez, and CapRock Comunicacoes do Brasil Ltda. rep by Alfredo R Perez, and CapRock Participacoes do Brasil Ltda. rep by Alfredo R Perez, and Speedcast Canada Limited rep by Alfredo R Perez, and CapRock Communications (Australia) Pty Ltd rep by Alfredo R Perez, and SpeedCast Norway AS rep by Alfredo R Perez, and Globecomm Europe B.V. rep by Alfredo R Perez, and NewCom International, Inc. rep by Alfredo R Perez, and Evolution Communications Group Limited rep by

04/23/2020		Alfredo R Perez, and Speedcast Netherlands B.V. rep by Alfredo R Perez, and SpeedCast Americas, Inc. rep by Alfredo R Perez, and SpeedCast France SAS rep by Alfredo R Perez added to case (LinhthuDo) (Entered: 04/23/2020)
04/23/2020	26 (4 pgs)	Notice of Appearance and Request for Notice Filed by Robert Bernard Bruner Filed by on behalf of Inmarsat Global Limited (Bruner, Robert) (Entered: 04/23/2020)
04/23/2020	27 (268 pgs; 2 docs)	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* Filed by Debtor SpeedCast International Limited Hearing scheduled for 4/23/2020 at 03:00 PM at Houston, Courtroom 404 (MI). (Attachments: # 1 Exhibit A - Proposed Order) (Perez, Alfredo) (Entered: 04/23/2020)
04/23/2020	28 (1 pg)	Motion to Appear pro hac vice *of David N. Griffiths*. Filed by Debtor SpeedCast International Limited (Perez, Alfredo) (Entered: 04/23/2020)
04/23/2020	29 (1 pg)	Motion to Appear pro hac vice *of Gary Holtzer*. Filed by Debtor SpeedCast International Limited (Perez, Alfredo) (Entered: 04/23/2020)
04/23/2020		For case management purposes only. Hearings Set On (Related document(s):5 Emergency Motion, 6 Emergency Motion, 7 Emergency Motion, 8 Emergency Motion, 9 Emergency Motion, 10 Emergency Motion, 11 Emergency Motion) **Hearings scheduled for 4/23/2020 at 03:00 PM, by telephone and video conference.** (LinhthuDo) (Entered: 04/23/2020)
04/23/2020	30 (1 pg)	Motion to Appear pro hac vice *of Kelly DiBlasi*. Filed by Debtor SpeedCast International Limited (Perez, Alfredo) (Entered: 04/23/2020)
04/23/2020	31 (1 pg)	Motion to Appear pro hac vice *of Martha Martir*. Filed by Debtor SpeedCast International Limited (Perez, Alfredo) (Entered: 04/23/2020)
04/23/2020	32 (1 pg)	Motion to Appear pro hac vice *of Stephanie N. Morrison*. Filed by Debtor SpeedCast International Limited (Perez, Alfredo) (Entered: 04/23/2020)
	33 (3 pgs)	Notice of Appearance and Request for Notice Filed by Matthew D Cavenaugh Filed by on behalf of Intelstat US

04/23/2020		LLC (Cavenaugh, Matthew) (Entered: 04/23/2020)
04/23/2020	34 (14 pgs)	Declaration re: *Declaration of Adam Waldman In Support of Debtors Emergency Motion 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 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* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 04/23/2020)
04/23/2020	35 (5 pgs)	Exhibit List, Witness List (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 04/23/2020)
04/23/2020	36 (1 pg)	Motion to Appear pro hac vice *Anthony R. Grossi*. Filed by Creditor Intelstat US LLC (Cavenaugh, Matthew) (Entered: 04/23/2020)
04/23/2020	37 (1 pg)	Motion to Appear pro hac vice *Steven Serajeddini*. Filed by Creditor Intelstat US LLC (Cavenaugh, Matthew) (Entered: 04/23/2020)
04/23/2020	38 (7 pgs)	Notice *of Electronic Hearing*. Filed by SpeedCast International Limited (Perez, Alfredo) (Entered: 04/23/2020)
04/23/2020	39 (5 pgs)	Statement / *Request for Emergency Consideration of Certain "First Day" Matters* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 04/23/2020)
04/23/2020	40 (7 pgs)	Notice *of Agenda of Matters Set for Emergency Hearing on April 23, 2020 at 3:00 P.M. (Central TIme)*. Filed by SpeedCast International Limited (Perez, Alfredo) (Entered: 04/23/2020)
04/23/2020	41 (1 pg)	Motion to Appear pro hac vice *Alfred M. Mamlet*. Filed by Creditor Inmarsat Global Limited (Bruner, Robert) (Entered: 04/23/2020)
04/23/2020	42 (1 pg)	Motion to Appear pro hac vice *Michael Dockterman*. Filed by Creditor Inmarsat Global Limited (Bruner, Robert) (Entered: 04/23/2020)
04/23/2020	43 (1 pg)	Motion to Appear pro hac vice *Joshua R. Taylor*. Filed by Creditor Inmarsat Global Limited (Bruner, Robert) (Entered: 04/23/2020)
	44 (3 pgs)	Notice of Appearance and Request for Notice Filed by Charles A Beckham Jr Filed by on behalf of Credit Agricole Corporate and Investment Bank (Beckham, Charles)

04/23/2020		(Entered: 04/23/2020)
04/23/2020	45 (261 pgs; 9 docs)	Exhibit List (Filed By SpeedCast International Limited). (Attachments: # 1 Exhibit DX001 # 2 Exhibit DX002 # 3 Exhibit DX003 # 4 Exhibit DX004 # 5 Exhibit DX005 # 6 Exhibit DX006 # 7 Exhibit DX007 # 8 Exhibit DX008) (Perez, Alfredo) (Entered: 04/23/2020)
04/23/2020		Receipt of Voluntary Petition (Chapter 11)(20-32243) [misc,volp11] (1717.00) Filing Fee. Receipt number 22068179. Fee amount $1717.00. (U.S. Treasury) (Entered: 04/23/2020)
04/23/2020	46 (15 pgs; 2 docs)	Emergency Motion *of Debtors for Entry of an Order Authorizing Debtors to FIle DIP Facility Fee Letter Under Seal* Filed by Debtor SpeedCast International Limited Hearing scheduled for 4/23/2020 at 03:00 PM at Houston, Courtroom 404 (MI). (Attachments: # 1 Exhibit A - Proposed Order) (Perez, Alfredo) (Entered: 04/23/2020)
04/23/2020	47 (4 pgs)	Sealed Document */ DIP Facility Fee Letter* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 04/23/2020)
04/23/2020	48 (275 pgs; 3 docs)	Notice *of Filing of Revised Proposed Interim 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, (V) Scheduling a Final Hearing and (VI) Granting Related Relief*. Filed by SpeedCast International Limited (Attachments: # 1 Exhibit A - Revised Proposed Order # 2 Exhibit B - Redline) (Perez, Alfredo) (Entered: 04/23/2020)
04/23/2020	49 (221 pgs)	Interim 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, (V) Scheduling a Final Hearing and (VI) Granting Related Relief, Signed on 4/23/2020 (Related document(s):27 Emergency Motion) **Final Hearing scheduled for 5/14/2020 at 02:30 PM, by telephone and video conference.** (LinhthuDo) (Entered: 04/23/2020)
04/23/2020	50 (27 pgs)	Order Enforcing Protections of 11 U.S.C. §§ 362, 365, 525, and 541 (Related Doc # 8) Signed on 4/23/2020. (LinhthuDo) (Entered: 04/23/2020)
	51 (23 pgs; 3 docs)	Notice *of Filing of Interim Order Authorizing Debtors to Continue Use of Their Existing Cash Management System,*

04/23/2020		*Including (I) (A) Maintain Existing Bank Accounts, (B) Continue Intercompay Transactions, (C) Continue to Pay Bank Fees (D) Continue Using Credit Cards; (II) Granting an Extension of Time to Comply With the Requirements of 11 U.S.C. § 345(b); and Granting Related Relief.* (Related document(s):11 Emergency Motion) Filed by SpeedCast International Limited (Attachments: # 1 Exhibit A - Proposed Order # 2 Exhibit B - Redline) (Perez, Alfredo) (Entered: 04/23/2020)
04/23/2020	52 (5 pgs)	Interim Order (I) Authorizing Debtors to Continue Insurance Programs and Pay All Obligations with Respect Thereto; and (II) Granting Related Relief, Signed on 4/23/2020 (Related document(s):6 Emergency Motion) **Final Hearing scheduled for 5/14/2020 at 02:30 PM, by telephone and video conference.** (LinhthuDo) (Entered: 04/23/2020)
04/23/2020	53 (15 pgs; 3 docs)	Notice *of Filing of Revised Proposed Order (I) Authorizing Debtors to (A) Pay Prepetition Wages, Salaries, Employee Benefits, and Other Compensation and (B) Maintain Employee Benefit Programs and Pay Related Obligations; and (II) Granting Related Relief.* (Related document(s):20 Emergency Motion) Filed by SpeedCast International Limited (Attachments: # 1 Exhibit A - Proposed Order # 2 Exhibit B - Redline) (Perez, Alfredo) (Entered: 04/23/2020)
		Courtroom Minutes. Time Hearing Held: 3:40 pm - 7:05 pm. Telephonic Appearances: Alfredo Perez, David Griffiths, Brenda Funk, Gary Holtzer, Martha Martir, Stephanie Morrison, Amanda Prugh and Paul Genender for the Debtors. Steve Statham and Hector Duran for the US Trustee. Henry Flores, Damian Schaible, David Schiff, Jonah Peppiatt for the Ad Hoc Group of Secured Lenders. George Howard for Creditor Credit Suisse AG, Cayman Islands Branch. Matthew Cavenaugh for Creditor Intelstat US LLC. Charles Beckham, Jr. and Arsalan Muhammad for Credit Agricole Corporate and Investment Bank. Jason Boland for Creditor Inmarsat Global Limited. Exhibits admitted for the purposes of todays hearing: Declarations at ECF 16 and 34, the DIP Budget at ECF 27 and the affidavit at ECF 45-5. Order signed on the record regarding 27 hearing set for 5/14/20 at 2:30 pm. 21 is orally authorized on the record, parties to submit a revised order. 8 signed on the record. 17 is continued to 4/28/20 at 1:30 pm. 6 is signed on the record. 24 to be reviewed by the court and an order is to be entered without a further hearing.11 parties to file revised form of order. 20 revised order with amendments to be filed by counsel. 5 order signed on the record. 7 counsel to upload revised order. 10 order signed on the record. 9 order signed on the record. (Related document(s):5 Emergency Motion, 7 Emergency Motion, 9 Emergency Motion, 10 Emergency Motion, 11 Emergency Motion, 17 Emergency Motion, 20 Emergency Motion, 21 Emergency Motion, 24 Emergency Motion, 27 Emergency Motion, 46 Emergency Motion)

04/23/2020		(TylerLaws) (Entered: 04/23/2020)
04/23/2020	54 (21 pgs)	Order (I) Authorizing Debtors to Pay Certain Prepetition Taxes and Assessments; and (II) Granting Related Relief (Related Doc # 5) Signed on 4/23/2020. (TylerLaws) (Entered: 04/23/2020)
04/23/2020	55 (7 pgs)	Order (I) Authorizing Debtors to File a Consolidated Creditor Matrix and a Consolidated List of 30 Largest Unsecured Creditors; (II) Modifying Requirement to File a List of Equity Security Holders; (III) Approving Form and Manner of Notifying Creditors of Commencement of Chapter 11 Cases and Other Information; and (IV) Granting Related Relief (Related Doc # 9) Signed on 4/23/2020. (TylerLaws) (Entered: 04/23/2020)
04/24/2020	56	No Creditor Mailing List (ClaudiaGutierrezadi) (Entered: 04/24/2020)
04/24/2020	57 (2 pgs)	AO 435 TRANSCRIPT ORDER FORM (Daily (24 hours)) by Charmaine Thomas. This is to order a transcript of 4/23/2020, Hearing before Judge Marvin P. Isgur. Court Reporter/Transcriber: Judicial Transcribers of Texas. (mmap) Electronically forwarded to Judicial Transcribers of Texas on 4-24-2020. Estimated completion date:4-25-2020. Modified on 4/24/2020 (MelissaMorgan). (Entered: 04/24/2020)
04/24/2020	58 (1 pg)	Notice of Appearance and Request for Notice Filed by Don Stecker Filed by on behalf of Bexar County (Stecker, Don) (Entered: 04/24/2020)
04/24/2020	59 (22 pgs; 3 docs)	Notice *of Filing of Revised Interim Order Authorizing Debtors to (I) Continue Use of Their Existing Cash Management System, Including (A) Maintain Existing Bank Accounts, (B) Continue Intercompany Transactions, (C) Continue to Pay Bank Fees, (D) Continue Using Credit Cards; (II) Granting an Extension of Time to Comply With the Requirements of 11 U.S.C. § 345(b); and (III) Granting Related Relief*. (Related document(s):11 Emergency Motion) Filed by SpeedCast International Limited (Attachments: # 1 Exhibit A - Proposed Order # 2 Exhibit B - Redline) (Perez, Alfredo) (Entered: 04/24/2020)
04/24/2020	60 (3 pgs)	Notice of Appearance and Request for Notice Filed by Christopher S Murphy Filed by on behalf of Texas Comptroller of Public Accounts (Murphy, Christopher) (Entered: 04/24/2020)
	61 (293 pgs; 3 docs)	Notice *of Filing of Corrected Proposed Interim Order (I) Authorizing Debtors to (A) Obtain Postpetition Financing and (B) Use Cash Collateral, (II) Granting Liens and Providing Claims With Superpriority Administrative Expense*

04/24/2020		*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*. Filed by SpeedCast International Limited (Attachments: # 1 Exhibit A - Corrected Proposed Order # 2 Exhibit B - Redline) (Perez, Alfredo) (Entered: 04/24/2020)
04/24/2020	62 (1 pg)	Order Granting Motion to Appear *pro hac vice* (Related Doc # 12) Signed on 4/24/2020. (TylerLaws) (Entered: 04/24/2020)
04/24/2020	63 (1 pg)	Order Granting Motion to Appear *pro hac vice* (Related Doc # 13) Signed on 4/24/2020. (TylerLaws) (Entered: 04/24/2020)
04/24/2020	64 (1 pg)	Order Granting Motion to Appear *pro hac vice* (Related Doc # 14) Signed on 4/24/2020. (TylerLaws) (Entered: 04/24/2020)
04/24/2020	65 (1 pg)	Order Granting Motion to Appear *pro hac vice* (Related Doc # 15) Signed on 4/24/2020. (TylerLaws) (Entered: 04/24/2020)
04/24/2020	66 (1 pg)	Order Granting Motion to Appear *pro hac vice* (Related Doc # 25) Signed on 4/24/2020. (TylerLaws) (Entered: 04/24/2020)
04/24/2020	67 (1 pg)	Order Granting Motion to Appear *pro hac vice* (Related Doc # 28) Signed on 4/24/2020. (TylerLaws) (Entered: 04/24/2020)
04/24/2020	68 (1 pg)	Order Granting Motion to Appear *pro hac vice* (Related Doc # 29) Signed on 4/24/2020. (TylerLaws) (Entered: 04/24/2020)
04/24/2020	69 (1 pg)	Order Granting Motion to Appear *pro hac vice* (Related Doc # 30) Signed on 4/24/2020. (TylerLaws) (Entered: 04/24/2020)
04/24/2020	70 (1 pg)	Order Granting Motion to Appear *pro hac vice* (Related Doc # 31) Signed on 4/24/2020. (TylerLaws) (Entered: 04/24/2020)
04/24/2020	71 (1 pg)	Order Granting Motion to Appear *pro hac vice* (Related Doc # 32) Signed on 4/24/2020. (TylerLaws) (Entered: 04/24/2020)
04/24/2020	72 (1 pg)	Order Granting Motion to Appear *pro hac vice* (Related Doc # 36) Signed on 4/24/2020. (TylerLaws) (Entered: 04/24/2020)

04/24/2020	73 (1 pg)	Order Granting Motion to Appear *pro hac vice* (Related Doc # 37) Signed on 4/24/2020. (TylerLaws) (Entered: 04/24/2020)
04/24/2020	74 (1 pg)	Order Granting Motion to Appear *pro hac vice* (Related Doc # 41) Signed on 4/24/2020. (TylerLaws) (Entered: 04/24/2020)
04/24/2020	75 (1 pg)	Order Granting Motion to Appear *pro hac vice* (Related Doc # 42) Signed on 4/24/2020. (TylerLaws) (Entered: 04/24/2020)
04/24/2020	76 (1 pg)	Order Granting Motion to Appear *pro hac vice* (Related Doc # 43) Signed on 4/24/2020. (TylerLaws) (Entered: 04/24/2020)
04/24/2020	77 (220 pgs)	Corrected Interim 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, (V) Scheduling a Final Hearing and (VI) Granting Related Relief Signed on 4/24/2020 (Related document(s):27 Emergency Motion) **Final Hearing scheduled for 5/14/2020 at 02:30 PM at telephone and video conference.** (TylerLaws) (Entered: 04/24/2020)
04/24/2020	78 (2 pgs)	AO 435 TRANSCRIPT ORDER FORM (Daily (24 hours)) by Hung Phan. This is to order a transcript of hearing, 4/23/2020 before Judge Marvin P. Isgur. Court Reporter/Transcriber: Judicial Transcribers of Texas. (mmap) Electronically forwarded to the original transcriber: Judicial Transcribers of Texas on 4-24-2020. Estimated completion date: 4-25-2020. Modified on 4/24/2020 (MelissaMorgan). (Entered: 04/24/2020)
04/24/2020	79 (5 pgs)	Order Appointing Kurtzman Carson Consultants LLC as Claims, Noticing, and Solicitation Agent (Related Doc # 24) Signed on 4/24/2020. (LinhthuDo) (Entered: 04/24/2020)
04/24/2020	80 (8 pgs)	Interim Order (I) Authorizing Debtors to Continue Use of Their Existing Cash Management System, Including (A) Maintain Existing Bank Accounts, (B) Continue Intercompany Transactions, (C) Continue to Pay Bank Fees, (D) Continue Using Credit Cards; (II) Granting an Extension of Time to Comply with the Requirements of 11 U.S.C. § 345(b); and (III) Granting Related Relief, Signed on 4/24/2020 (Related document(s):11 Emergency Motion) **Hearing scheduled for 5/14/2020 at 02:30 PM, by telephone and video conference.** (LinhthuDo) (Entered: 04/24/2020)

04/24/2020	81 (4 pgs)	Notice *of Video/Telephonic Hearing on Emergency Motion of Debtors for Entry of Interim and Final Orders Establishing Notification Procedures and Approving Restrictions on Certain Transfers of Interests In, and Claims Against, the Debtors and Claims of Certain Worthless Stock Deductions*. (Related document(s):17 Emergency Motion) Filed by SpeedCast International Limited (Perez, Alfredo) (Entered: 04/24/2020)
04/24/2020	82 (23 pgs; 3 docs)	Notice *of Filing of Revised Proposed Interim Order (I) Authorizing Debtors to Pay Prepetition Obligations to (A) Critical Vendors, (B) Foreign Creditors, (C) Lien Claimants, and (D) 503(B)(9) Claimants; (II) Approving Letter Agreement With Intelsat US LLC; and (III) Granting Related Relief*. (Related document(s):21 Emergency Motion) Filed by SpeedCast International Limited (Attachments: # 1 Exhibit A - Revised Proposed Order # 2 Exhibit B - Redline) (Perez, Alfredo) (Entered: 04/24/2020)
04/24/2020		For case management purposes only. Hearing Set On (Related document(s):17 Emergency Motion, Notification Procedures/Transfers/Stock) **Hearing scheduled for 4/28/2020 at 01:30 PM, by telephone and video conference.** (LinhthuDo) (Entered: 04/24/2020)
04/24/2020	83 (16 pgs; 3 docs)	Notice *of Filing of Corrected Revised Proposed Order (I) Authorizing Debtors to (A) Pay Prepetition Wages, Salaries, Employee Benefits, and Other Compensation and (B) Maintain Employee Benefit Programs and Pay Related Obligations; and (II) Granting Related Relief*. (Related document(s):20 Emergency Motion) Filed by SpeedCast International Limited (Attachments: # 1 Exhibit A - Revised Proposed Order # 2 Exhibit B - Redline) (Perez, Alfredo) (Entered: 04/24/2020)
04/24/2020	85 (9 pgs)	Interim Order (I) Authorizing Debtors to Pay Prepetition Obligations to (A) Critical Vendors, (B) Foreign Creditors, (C) Lien Claimants, and (D) 503(B)(9) Claimants; (II) Approving Letter Agreement With Intelsat US LLC; and (III) Granting Related Relief Signed on 4/24/2020 (Related document(s):21 Emergency Motion) **Hearing scheduled for 5/14/2020 at 02:30 PM at telephone and video conference.** (TylerLaws) (Entered: 04/25/2020)
04/25/2020	84 (7 pgs)	Debtors Master Service List (Filed By Kurtzman Carson Consultants LLC). (Gershbein, Evan) (Entered: 04/25/2020)
	86 (38 pgs; 3 docs)	Notice *of Filing of Revised Proposed Order (I) Approving Debtors Proposed Form of Adequate Assurance of Payment to Utility Companies; (II) Establishing Procedures for Resolving Objections By Utility Companies; (III) Prohibiting Utility Companies From Altering, Refusing, or Discontinuing*

04/25/2020		*Service; and (IV) Granting Related Relief*. (Related document(s):7 Emergency Motion) Filed by SpeedCast International Limited (Attachments: # 1 Exhibit A - Proposed Order # 2 Exhibit B - Redline) (Perez, Alfredo) (Entered: 04/25/2020)
04/25/2020	87 (2 pgs)	BNC Certificate of Mailing. (Related document(s):2 Order Regarding the Exchange of Exhibits and Witness lists in all contested matters and adversary proceedings) No. of Notices: 1. Notice Date 04/25/2020. (Admin.) (Entered: 04/25/2020)
04/25/2020	88 (12 pgs)	BNC Certificate of Mailing. (Related document(s):18 Order for Joint Administration) No. of Notices: 1. Notice Date 04/25/2020. (Admin.) (Entered: 04/25/2020)
04/25/2020	89 (5 pgs)	BNC Certificate of Mailing. (Related document(s):22 Initial Order Complex Chapter 11) No. of Notices: 1. Notice Date 04/25/2020. (Admin.) (Entered: 04/25/2020)
04/26/2020	90 (116 pgs)	Transcript RE: Telephonic First Day Motions held on April 23, 2020 before Judge Marvin Isgur. Transcript is available for viewing in the Clerk's Office. Filed by Transcript access will be restricted through 07/27/2020. (mhen) (Entered: 04/26/2020)
04/26/2020	91 (225 pgs)	BNC Certificate of Mailing. (Related document(s):49 Order Setting Hearing) No. of Notices: 34. Notice Date 04/26/2020. (Admin.) (Entered: 04/26/2020)
04/26/2020	92 (31 pgs)	BNC Certificate of Mailing. (Related document(s):50 Order on Emergency Motion) No. of Notices: 34. Notice Date 04/26/2020. (Admin.) (Entered: 04/26/2020)
04/26/2020	93 (9 pgs)	BNC Certificate of Mailing. (Related document(s):52 Order Setting Hearing) No. of Notices: 34. Notice Date 04/26/2020. (Admin.) (Entered: 04/26/2020)
04/26/2020	94 (25 pgs)	BNC Certificate of Mailing. (Related document(s):54 Order on Emergency Motion) No. of Notices: 34. Notice Date 04/26/2020. (Admin.) (Entered: 04/26/2020)
04/26/2020	95 (11 pgs)	BNC Certificate of Mailing. (Related document(s):55 Order on Emergency Motion) No. of Notices: 34. Notice Date 04/26/2020. (Admin.) (Entered: 04/26/2020)
04/26/2020	96 (5 pgs)	BNC Certificate of Mailing. (Related document(s):62 Order on Motion to Appear pro hac vice) No. of Notices: 36. Notice Date 04/26/2020. (Admin.) (Entered: 04/26/2020)
	97 (5 pgs)	BNC Certificate of Mailing. (Related document(s):63 Order on Motion to Appear pro hac vice) No. of Notices: 36. Notice

04/26/2020		Date 04/26/2020. (Admin.) (Entered: 04/26/2020)
04/26/2020	98 (5 pgs)	BNC Certificate of Mailing. (Related document(s):64 Order on Motion to Appear pro hac vice) No. of Notices: 36. Notice Date 04/26/2020. (Admin.) (Entered: 04/26/2020)
04/26/2020	99 (5 pgs)	BNC Certificate of Mailing. (Related document(s):65 Order on Motion to Appear pro hac vice) No. of Notices: 36. Notice Date 04/26/2020. (Admin.) (Entered: 04/26/2020)
04/26/2020	100 (5 pgs)	BNC Certificate of Mailing. (Related document(s):66 Order on Motion to Appear pro hac vice) No. of Notices: 36. Notice Date 04/26/2020. (Admin.) (Entered: 04/26/2020)
04/26/2020	101 (5 pgs)	BNC Certificate of Mailing. (Related document(s):67 Order on Motion to Appear pro hac vice) No. of Notices: 36. Notice Date 04/26/2020. (Admin.) (Entered: 04/26/2020)
04/26/2020	102 (5 pgs)	BNC Certificate of Mailing. (Related document(s):68 Order on Motion to Appear pro hac vice) No. of Notices: 36. Notice Date 04/26/2020. (Admin.) (Entered: 04/26/2020)
04/26/2020	103 (5 pgs)	BNC Certificate of Mailing. (Related document(s):69 Order on Motion to Appear pro hac vice) No. of Notices: 36. Notice Date 04/26/2020. (Admin.) (Entered: 04/26/2020)
04/26/2020	104 (5 pgs)	BNC Certificate of Mailing. (Related document(s):70 Order on Motion to Appear pro hac vice) No. of Notices: 36. Notice Date 04/26/2020. (Admin.) (Entered: 04/26/2020)
04/26/2020	105 (5 pgs)	BNC Certificate of Mailing. (Related document(s):71 Order on Motion to Appear pro hac vice) No. of Notices: 36. Notice Date 04/26/2020. (Admin.) (Entered: 04/26/2020)
04/26/2020	106 (5 pgs)	BNC Certificate of Mailing. (Related document(s):72 Order on Motion to Appear pro hac vice) No. of Notices: 36. Notice Date 04/26/2020. (Admin.) (Entered: 04/26/2020)
04/26/2020	107 (5 pgs)	BNC Certificate of Mailing. (Related document(s):73 Order on Motion to Appear pro hac vice) No. of Notices: 36. Notice Date 04/26/2020. (Admin.) (Entered: 04/26/2020)
04/26/2020	108 (5 pgs)	BNC Certificate of Mailing. (Related document(s):74 Order on Motion to Appear pro hac vice) No. of Notices: 36. Notice Date 04/26/2020. (Admin.) (Entered: 04/26/2020)
04/26/2020	109 (5 pgs)	BNC Certificate of Mailing. (Related document(s):75 Order on Motion to Appear pro hac vice) No. of Notices: 36. Notice Date 04/26/2020. (Admin.) (Entered: 04/26/2020)

04/26/2020	110 (5 pgs)	BNC Certificate of Mailing. (Related document(s):76 Order on Motion to Appear pro hac vice) No. of Notices: 36. Notice Date 04/26/2020. (Admin.) (Entered: 04/26/2020)
04/26/2020	111 (224 pgs)	BNC Certificate of Mailing. (Related document(s):77 Order Setting Hearing) No. of Notices: 36. Notice Date 04/26/2020. (Admin.) (Entered: 04/26/2020)
04/26/2020	112 (9 pgs)	BNC Certificate of Mailing. (Related document(s):79 Order on Emergency Motion) No. of Notices: 36. Notice Date 04/26/2020. (Admin.) (Entered: 04/26/2020)
04/26/2020	113 (12 pgs)	BNC Certificate of Mailing. (Related document(s):80 Order Setting Hearing) No. of Notices: 36. Notice Date 04/26/2020. (Admin.) (Entered: 04/26/2020)
04/27/2020	114 (3 pgs)	Order Extending Time for Debtors to File Schedules of Assets and Liabilities and Statements of Financial Affairs (Related Doc # 10) Signed on 4/27/2020. (TylerLaws) (Entered: 04/27/2020)
04/27/2020	115 (5 pgs)	Order (I) Authorizing Debtors to (A) Pay Prepetition Wages, Salaries, Employee Benefits, and Other Compensation and (B) Maintain Employee Benefit Programs and Pay Related Obligations; and (II) Granting Related Relief (Related Doc # 20) Signed on 4/27/2020. (TylerLaws) (Entered: 04/27/2020)
04/27/2020	116 (16 pgs)	Order (I) Approving Debtors' Proposed Form of Adequate Assurance for Payment to Utility Companies; (II) Establishing Procedures for Resolving Objections by Utility Companies; (III) Prohibiting Utility Companies from Altering, Refusing, or Discontinuing Service; and (IV) Granting Related Relief Signed on 4/27/2020 (Related document(s):7 Emergency Motion) **Final Hearing scheduled for 5/21/2020 at 02:00 PM at telephone and video conference.** (TylerLaws) (Entered: 04/27/2020)
04/27/2020	117 (2 pgs)	Notice of Appearance and Request for Notice Filed by Laura J Monroe Filed by on behalf of Midland County (Monroe, Laura) (Entered: 04/27/2020)
04/27/2020	118 (1 pg)	Notice of Filing of Official Transcript as to 90 Transcript. Parties notified (Related document(s):90 Transcript) (JenniferOlson) (Entered: 04/27/2020)
	119 (34 pgs)	Certificate *Certificate of Service of P. Joseph Morrow IV (KCC) re: 1) Emergency Motion of Debtors for Entry of Interim and Final Orders Establishing Notification Procedures and Approving Restrictions on Certain Transfers of Interests in, and Claims Against, the Debtors and Claims of Certain Worthless Stock Deductions; and 2) Notice of*

04/27/2020		*Video/Telephonic Hearing on Emergency Motion of Debtors for Entry of Interim and Final Orders Establishing Notification Procedures and Approving Restrictions on Certain Transfers of Interests in, and Claims Against, the Debtors and Claims of Certain Worthless Stock Deductions* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):17 Emergency Motion, 81 Notice) (Gershbein, Evan) (Entered: 04/27/2020)
04/27/2020	120 (1 pg)	Notice of Appearance and Request for Notice Filed by Tarrant County, Dallas County, Smith County (Weller, H) (Entered: 04/27/2020)
04/27/2020	121 (4 pgs)	Notice of Appearance and Request for Notice Filed by Thomas E Lauria Filed by on behalf of Portsea Asset Management LLP (Lauria, Thomas) (Entered: 04/27/2020)
04/27/2020	122 (1 pg)	Motion to Appear pro hac vice *on behalf of Jason N. Zakia*. Filed by Stockholder Portsea Asset Management LLP (Lauria, Thomas) (Entered: 04/27/2020)
04/27/2020	123 (1 pg)	Motion to Appear pro hac vice *on behalf of Brian Pfeiffer*. Filed by Stockholder Portsea Asset Management LLP (Lauria, Thomas) (Entered: 04/27/2020)
04/27/2020	124 (1 pg)	Motion to Appear pro hac vice *on behalf of Varoon M. Sachdev*. Filed by Stockholder Portsea Asset Management LLP (Lauria, Thomas) (Entered: 04/27/2020)
04/27/2020	125 (4 pgs)	Objection */Limited Objection of Portsea Asset Management LLP to Emergency Motion of Debtors for Entry of Interim and Final Orders Establishing Notification Procedures and Approving Restrictions on Certain Transfers of Interests in, and Claims Against, the Debtors and Claims of Certain Worthless Stock Deductions* (related document(s):17 Emergency Motion). Filed by Portsea Asset Management LLP (Lauria, Thomas) (Entered: 04/27/2020)
04/27/2020	126 (95 pgs; 3 docs)	Exhibit List, Witness List (Filed By SpeedCast International Limited).(Related document(s):17 Emergency Motion) (Attachments: # 1 Debtors Exhibit 1 # 2 Debtors Exhibit 2) (Perez, Alfredo) (Entered: 04/27/2020)
04/27/2020	127 (4 pgs)	Agenda for Hearing on 4/28/2020 (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 04/27/2020)
04/28/2020	128 (1 pg)	Order Granting Motion to Appear *pro hac vice* (Related Doc # 122) Signed on 4/28/2020. (TylerLaws) (Entered: 04/28/2020)
	129	Order Granting Motion to Appear *pro hac vice* (Related Doc #

04/28/2020	(1 pg)	123) Signed on 4/28/2020. (TylerLaws) (Entered: 04/28/2020)
04/28/2020	130 (1 pg)	Order Granting Motion to Appear *pro hac vice* (Related Doc # 124) Signed on 4/28/2020. (TylerLaws) (Entered: 04/28/2020)
04/28/2020	131 (1 pg)	Notice of Appearance and Request for Notice Filed by Tara L Grundemeier Filed by on behalf of Harris County, Cleveland ISD, Jefferson County, Jasper County, Fort Bend County, Cypress-Fairbanks ISD (Grundemeier, Tara) (Entered: 04/28/2020)
04/28/2020	132 (1 pg)	Motion to Appear pro hac vice *Joseph S. U. Bodoff*. Filed by Creditor ADP Total Source Inc (mmap) (Entered: 04/28/2020)
04/28/2020		Courtroom Minutes. Time Hearing Held: 1:30 pm - 1:42 pm. Telephonic Appearances: Alfredo Perez for the Debtors with Brenda Funk and David Griffith. Jason Zakia Stockholder Portsea Asset Management LLP. David Schiff for the Ad Hoc Group of Secured Lenders. Exhibits at ECF Nos. 16 admitted for the purposes of todays hearing and 119 admitted in general. Interim order signed on the record. (Related document(s):17 Emergency Motion) (TylerLaws) (Entered: 04/28/2020)
04/28/2020	133 (31 pgs)	Interim Order Establishing Notification Procedures and Approving Restrictions on Certain Transfers of Interests in, and Claims Against, the Debtors and Claims of Certain Worthless Stock Deductions Signed on 4/28/2020 (Related document(s):17 Emergency Motion) **Final Hearing scheduled for 5/14/2020 at 02:30 PM at telephone and video conference.** (TylerLaws) (Entered: 04/28/2020)
04/28/2020	134 (3 pgs)	Notice of Appearance and Request for Notice Filed by Cullen Drescher Speckhart Filed by on behalf of Iridium Satellite LLC (Speckhart, Cullen) (Entered: 04/28/2020)
04/28/2020	135 (4 pgs)	Notice *of Hearing on May 14, 2020 at 2:30 P.M. (Central Time)*. (Related document(s):6 Emergency Motion, 11 Emergency Motion, 17 Emergency Motion, 21 Emergency Motion, 27 Emergency Motion, 52 Order Setting Hearing, 77 Order Setting Hearing, 80 Order Setting Hearing, 85 Order Setting Hearing, 133 Order Setting Hearing) Filed by SpeedCast International Limited (Perez, Alfredo) (Entered: 04/28/2020)
04/29/2020	136 (1 pg)	Order Granting Motion to Appear *pro hac vice* (Related Doc # 132) Signed on 4/29/2020. (TylerLaws) (Entered: 04/29/2020)
04/29/2020	137 (2 pgs)	Notice of Appearance and Request for Notice Filed by Intellian Technologies Inc. (Gold, Matthew) (Entered: 04/29/2020)

04/29/2020	138 (5 pgs)	BNC Certificate of Mailing. (Related document(s):118 Notice of Filing of Official Transcript (Form)) No. of Notices: 37. Notice Date 04/29/2020. (Admin.) (Entered: 04/29/2020)
04/29/2020	139 (13 pgs)	BNC Certificate of Mailing. (Related document(s):85 Order Setting Hearing) No. of Notices: 36. Notice Date 04/29/2020. (Admin.) (Entered: 04/29/2020)
04/29/2020	140 (7 pgs)	BNC Certificate of Mailing. (Related document(s):114 Order on Emergency Motion) No. of Notices: 36. Notice Date 04/29/2020. (Admin.) (Entered: 04/29/2020)
04/29/2020	141 (9 pgs)	BNC Certificate of Mailing. (Related document(s):115 Order on Emergency Motion) No. of Notices: 36. Notice Date 04/29/2020. (Admin.) (Entered: 04/29/2020)
04/29/2020	142 (20 pgs)	BNC Certificate of Mailing. (Related document(s):116 Order Setting Hearing) No. of Notices: 36. Notice Date 04/29/2020. (Admin.) (Entered: 04/29/2020)
04/30/2020	143 (5 pgs)	BNC Certificate of Mailing. (Related document(s):128 Order on Motion to Appear pro hac vice) No. of Notices: 40. Notice Date 04/30/2020. (Admin.) (Entered: 04/30/2020)
04/30/2020	144 (5 pgs)	BNC Certificate of Mailing. (Related document(s):129 Order on Motion to Appear pro hac vice) No. of Notices: 40. Notice Date 04/30/2020. (Admin.) (Entered: 04/30/2020)
04/30/2020	145 (5 pgs)	BNC Certificate of Mailing. (Related document(s):130 Order on Motion to Appear pro hac vice) No. of Notices: 40. Notice Date 04/30/2020. (Admin.) (Entered: 04/30/2020)
04/30/2020	146 (36 pgs)	BNC Certificate of Mailing. (Related document(s):133 Order Setting Hearing) No. of Notices: 41. Notice Date 04/30/2020. (Admin.) (Entered: 04/30/2020)
05/01/2020	147 (3 pgs)	Notice of Appearance and Request for Notice Filed by Owen Mark Sonik Filed by on behalf of Brazoria County Tax Office (Sonik, Owen) (Entered: 05/01/2020)
05/01/2020	148 (7 pgs)	Debtors Master Service List (Filed By Kurtzman Carson Consultants LLC). (Gershbein, Evan) (Entered: 05/01/2020)
05/01/2020	149 (6 pgs)	BNC Certificate of Mailing. (Related document(s):136 Order on Motion to Appear pro hac vice) No. of Notices: 41. Notice Date 05/01/2020. (Admin.) (Entered: 05/01/2020)
	150 (1 pg)	Notice of Appearance and Request for Notice Filed by Diane Wade Sanders Filed by on behalf of Nueces County, DeWitt County, Hidalgo County, Victoria County, Jim Wells CAD,

05/04/2020		San Patricio County (Sanders, Diane) (Entered: 05/04/2020)
05/06/2020	151 (1 pg)	Motion to Appear pro hac vice *Jordi Guso*. Filed by Creditor Royal Caribbean Cruises, Ltd (mmap) (Entered: 05/06/2020)
05/06/2020	152 (2 pgs)	Notice of Appearance and Request for Notice Filed by Oklahoma County Treasurer (BeverlyWright) (Entered: 05/06/2020)
05/06/2020	153 (4 pgs)	Notice *of Lien*. Filed by Oklahoma County Treasurer (than) (Entered: 05/06/2020)
05/06/2020	154 (2 pgs)	Notice of Appointment of Creditors' Committee (Statham, Stephen) (Entered: 05/06/2020)
05/06/2020	155 (1 pg)	Notice *of Organizational Meeting for the Unsecured Creditor's Committee*. Filed by US Trustee (Statham, Stephen) (Entered: 05/06/2020)
05/07/2020	156 (1 pg)	Order Granting Motion to Appear *pro hac vice* (Related Doc # 151) Signed on 5/7/2020. (TylerLaws) (Entered: 05/07/2020)
05/08/2020	157 (3 pgs)	Notice *of Chapter 11 Bankruptcy Case*. Filed by SpeedCast International Limited (Perez, Alfredo) (Entered: 05/08/2020)
05/08/2020	158 (7 pgs)	Debtors Master Service List (Filed By Kurtzman Carson Consultants LLC). (Gershbein, Evan) (Entered: 05/08/2020)
05/08/2020	159 (73 pgs)	Certificate *of Service re: Documents Served on April 23, 2020* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):6 Emergency Motion, 7 Emergency Motion, 11 Emergency Motion, 16 Declaration, 17 Emergency Motion, 18 Order for Joint Administration, 19 Notice of Designation as Complex Chapter 11 Bankruptcy Case, 21 Emergency Motion, 22 Initial Order Complex Chapter 11, 27 Emergency Motion, 34 Declaration, 35 Exhibit List, Witness List, 38 Notice, 39 Statement, 40 Notice, 46 Emergency Motion, 48 Notice) (Gershbein, Evan) (Entered: 05/08/2020)
	160 (17 pgs)	Certificate *of Service re: 1) Interim Order (I) Authorizing Debtors to Continue Insurance Programs and Pay All Obligations with Respect Thereto; and (II) Granting Related Relief; 2) Corrected Interim 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, (V) Scheduling a Final Hearing and (VI) Granting Related Relief; and 3) Interim Orders (I) Authorizing Debtors to Continue Use of Their Existing Cash Management System, Including (A) Maintain Existing Bank*

05/08/2020		*Accounts, (B) Continue Intercompany Transactions, (C) Continue to Pay Bank Fees, (D) Continue Using Credit Cards; (II) Granting a Waiver of the Requirements of 11 U.S.C. § 345(b); and (III) Granting Related Relief* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):52 Order Setting Hearing, 77 Order Setting Hearing, 80 Order Setting Hearing) (Gershbein, Evan) (Entered: 05/08/2020)
05/08/2020	161 (43 pgs)	Certificate *of Service re: Documents Served on April 27, 2020* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):50 Order on Emergency Motion, 54 Order on Emergency Motion, 55 Order on Emergency Motion, 79 Order on Emergency Motion, 85 Order Setting Hearing, 114 Order on Emergency Motion, 115 Order on Emergency Motion, 116 Order Setting Hearing) (Gershbein, Evan) (Entered: 05/08/2020)
05/08/2020	162 (37 pgs)	Certificate *of Service re: Documents Served on April 28, 2020 and April 29, 2020* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):126 Exhibit List, Witness List, 127 Agenda, 133 Order Setting Hearing, 135 Notice) (Gershbein, Evan) (Entered: 05/08/2020)
05/08/2020	163 (1148 pgs)	Certificate *of Service re: Notice of Chapter 11 Bankruptcy Case and Meeting of Creditors* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):157 Notice) (Gershbein, Evan) (Entered: 05/08/2020)
05/08/2020	164 (7 pgs)	Certificate *Affidavit of Publication re: Notice of Chapter 11 Bankruptcy Case and Meeting of Creditors* (Filed By Kurtzman Carson Consultants LLC).(Related document (s):157 Notice) (Gershbein, Evan) (Entered: 05/08/2020)
05/08/2020	165 (7 pgs)	Affidavit Re: *Affidavit of Publication re: Interim Order Establishing Notification Procedures and Approving Restrictions on Certain Transfers of Interests in, and Claims Against, the Debtors and Claims of Certain Worthless Stock Reductions* (Filed By Kurtzman Carson Consultants LLC). (Related document(s):133 Order Setting Hearing) (Gershbein, Evan) (Entered: 05/08/2020)
05/09/2020	166 (6 pgs)	BNC Certificate of Mailing. (Related document(s):156 Order on Motion to Appear pro hac vice) No. of Notices: 43. Notice Date 05/09/2020. (Admin.) (Entered: 05/09/2020)
	167 (19 pgs; 2 docs)	Objection *of Credit Agricole Corporate and Investment Bank to 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*

05/11/2020		*the Automatic Stay, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief* (related document(s):27 Emergency Motion). Filed by Credit Agricole Corporate and Investment Bank (Attachments: # 1 Certificate of Service) (Beckham, Charles) (Entered: 05/11/2020)
05/11/2020	168 (1 pg)	AO 435 TRANSCRIPT ORDER FORM (Daily (24 hours)) by Ad Hoc Group of Secured Lenders. This is to order a transcript of First Day Hearing on April 23, 2020 before Judge Marvin P. Isgur. Court Reporter/Transcriber: Veritext Legal Solutions (Filed By Ad Hoc Group of Secured Lenders). (Flores, Henry) Copy request forwarded to Judicial Transcribers of Texas on May 12, 2020. Estimated completion date: May 13, 2020. Modified on 5/12/2020 (ClaudiaGutierrez). (Entered: 05/11/2020)
05/11/2020	169 (4 pgs)	* Withdrawn * Objection (related document(s):27 Emergency Motion). Filed by Texas Taxing Authorities (Grundemeier, Tara) Modified on 5/20/2020 (LinhthuDo). (Entered: 05/11/2020)
05/11/2020	170 (3 pgs)	Notice of Appearance and Request for Notice Filed by Randall A Rios Filed by on behalf of The Official Committee of Unsecured Creditors (Rios, Randall) (Entered: 05/11/2020)
05/11/2020	171 (2 pgs)	Creditor Request for Notices (Filed By Oracle America, Inc.). (Christianson, Shawn) (Entered: 05/11/2020)
05/11/2020	172 (4 pgs)	Notice of Appearance and Request for Notice Filed by S. Lee Whitesell Filed by on behalf of The Official Committee of Unsecured Creditors (Whitesell, S.) (Entered: 05/11/2020)
05/11/2020	173 (1 pg)	Motion to Appear pro hac vice *David Simonds*. Filed by Creditor Committee The Official Committee of Unsecured Creditors (Whitesell, S.) (Entered: 05/11/2020)
05/11/2020	174 (1 pg)	Motion to Appear pro hac vice *John D. Beck*. Filed by Creditor Committee The Official Committee of Unsecured Creditors (Whitesell, S.) (Entered: 05/11/2020)
05/11/2020	175 (1 pg)	Motion to Appear pro hac vice *Michael Hefter*. Filed by Creditor Committee The Official Committee of Unsecured Creditors (Whitesell, S.) (Entered: 05/11/2020)
05/11/2020	176 (1 pg)	Motion to Appear pro hac vice *Ron Silverman*. Filed by Creditor Committee The Official Committee of Unsecured Creditors (Whitesell, S.) (Entered: 05/11/2020)
05/11/2020	177 (4 pgs)	Corrected Notice *of Appearance and Request for Notice*. Filed by The Official Committee of Unsecured Creditors (Whitesell, S.) (Entered: 05/11/2020)

05/12/2020	178 (2 pgs)	Notice *of Reconstituted Official Committee*. Filed by US Trustee (Statham, Stephen) (Entered: 05/12/2020)
05/12/2020		Hearings Reset at the request of the parties (Related document(s):6 Emergency Motion, 11 Emergency Motion, 17 Emergency Motion, 21 Emergency Motion, 27 Emergency Motion) Contacted by Stephanie Morrison and Brenda Funk. Movant to notice all interested parties and file a certificate of service with the court. **Hearings rescheduled for 5/20/2020 at 01:30 PM, by telephone and video conference.** (LinhthuDo) (Entered: 05/12/2020)
05/12/2020	179 (1 pg)	Motion to Appear pro hac vice *(Eisweirth, Thomas)*. Filed by Debtor Proposed Conflicts Counsel to Debtors (Manning, Veronica) (Entered: 05/12/2020)
05/12/2020	180 (4 pgs)	Notice *of Rescheduled Video/Telephonic Hearing to May 20, 2020 at 1:30 P.M. (CT)*. (Related document(s):6 Emergency Motion, 11 Emergency Motion, 17 Emergency Motion, 21 Emergency Motion, 27 Emergency Motion, 52 Order Setting Hearing, 77 Order Setting Hearing, 80 Order Setting Hearing, 85 Order Setting Hearing, 133 Order Setting Hearing, 135 Notice) Filed by SpeedCast International Limited (Perez, Alfredo) (Entered: 05/12/2020)
05/12/2020	181 (3 pgs)	Notice of Appearance and Request for Notice Filed by John James Sparacino Filed by on behalf of Proposed Conflicts Counsel to Debtors (Sparacino, John) (Entered: 05/12/2020)
05/12/2020	182 (4 pgs)	Notice of Appearance and Request for Notice Filed by Jared Wilkerson Filed by on behalf of Thrane & Thrane A/S, Seatel Inc., Cobham Limited (Wilkerson, Jared) (Entered: 05/12/2020)
05/12/2020	183 (1 pg)	Order Granting Motion to Appear *pro hac vice* (Related Doc # 173) Signed on 5/12/2020. (TylerLaws) (Entered: 05/12/2020)
05/12/2020	184 (1 pg)	Order Granting Motion to Appear *pro hac vice* (Related Doc # 174) Signed on 5/12/2020. (TylerLaws) (Entered: 05/12/2020)
05/12/2020	185 (1 pg)	Order Granting Motion to Appear *pro hac vice* (Related Doc # 175) Signed on 5/12/2020. (TylerLaws) (Entered: 05/12/2020)
05/12/2020	186 (1 pg)	Order Granting Motion to Appear *pro hac vice* (Related Doc # 176) Signed on 5/12/2020. (TylerLaws) (Entered: 05/12/2020)
05/13/2020	187 (23 pgs)	Notice *of Filing of Amended Utility Services List*. (Related document(s):7 Emergency Motion) Filed by SpeedCast International Limited (Perez, Alfredo) (Entered: 05/13/2020)
	188	Order Granting Motion to Appear *pro hac vice* (Related Doc #

05/13/2020	(1 pg)	179) Signed on 5/13/2020. (TylerLaws) (Entered: 05/13/2020)
05/13/2020	189 (21 pgs; 3 docs)	Certificate of No Objection *to Emergency Motion of Debtors for an Order (I) Authorizing Debtors to Continue Insurance Programs and Pay All Obligations With Respect Thereto; and (II) Granting Related Relief* (Filed By SpeedCast International Limited).(Related document(s):6 Emergency Motion) (Attachments: # 1 Exhibit A - Proposed Order # 2 Exhibit B - Blackline) (Perez, Alfredo) (Entered: 05/13/2020)
05/14/2020	190 (1 pg)	Motion to Appear pro hac vice *Derek F Meek*. Filed by Creditor Airbus Defence and Space (mmap) (Entered: 05/14/2020)
05/14/2020	191 (29 pgs; 3 docs)	Certificate of No Objection *to Emergency Motion of Debtors for an Order (I) Authorizing Debtors to Pay Prepetition Obligations to (A) Critical Vendors, (B) Foreign Creditors, (C) Lien Claimants, and (d) 503(b)(9) Claimants; (II) Approving Letter Agreement With Intelsat US LLC; and (III) Granting Related Relief* (Filed By SpeedCast International Limited).(Related document(s):21 Emergency Motion) (Attachments: # 1 Exhibit A - Proposed Final Order # 2 Exhibit B) (Perez, Alfredo) (Entered: 05/14/2020)
05/14/2020	192 (6 pgs)	BNC Certificate of Mailing. (Related document(s):183 Order on Motion to Appear pro hac vice) No. of Notices: 46. Notice Date 05/14/2020. (Admin.) (Entered: 05/14/2020)
05/14/2020	193 (6 pgs)	BNC Certificate of Mailing. (Related document(s):184 Order on Motion to Appear pro hac vice) No. of Notices: 46. Notice Date 05/14/2020. (Admin.) (Entered: 05/14/2020)
05/14/2020	194 (6 pgs)	BNC Certificate of Mailing. (Related document(s):185 Order on Motion to Appear pro hac vice) No. of Notices: 46. Notice Date 05/14/2020. (Admin.) (Entered: 05/14/2020)
05/14/2020	195 (6 pgs)	BNC Certificate of Mailing. (Related document(s):186 Order on Motion to Appear pro hac vice) No. of Notices: 46. Notice Date 05/14/2020. (Admin.) (Entered: 05/14/2020)
05/15/2020	196 (1 pg)	Order Granting Motion to Appear *pro hac vice* (Related Doc # 190) Signed on 5/15/2020. (TylerLaws) (Entered: 05/15/2020)
	197 (6 pgs)	Debtors Master Service List (Filed By Kurtzman Carson Consultants LLC). (Gershbein, Evan) (Entered:

05/15/2020		05/15/2020)
05/15/2020	198 (3 pgs)	Notice of Appearance and Request for Notice Filed by John F Higgins IV Filed by on behalf of AsiaSat Satellite Telecommunications Co. Ltd. (Higgins, John) (Entered: 05/15/2020)
05/15/2020	199 (1 pg)	Motion to Appear pro hac vice *Derek F. Meek*. Filed by Creditor Airbus Defence and Space (hler) (Entered: 05/15/2020)
05/15/2020	200 (20 pgs)	Objection (related document(s):27 Emergency Motion). Filed by The Official Committee of Unsecured Creditors (Million, Timothy) (Entered: 05/15/2020)
05/15/2020	201 (6 pgs)	BNC Certificate of Mailing. (Related document(s):188 Order on Motion to Appear pro hac vice) No. of Notices: 45. Notice Date 05/15/2020. (Admin.) (Entered: 05/15/2020)
05/16/2020	202 (1 pg)	Order Granting Motion to Appear *pro hac vice* (Related Doc # 199) Signed on 5/16/2020. (TylerLaws) (Entered: 05/17/2020)
05/17/2020	203 (6 pgs)	BNC Certificate of Mailing. (Related document(s):196 Order on Motion to Appear pro hac vice) No. of Notices: 46. Notice Date 05/17/2020. (Admin.) (Entered: 05/17/2020)
05/18/2020	204 (4 pgs)	Exhibit List, Witness List (Filed By Ad Hoc Group of Secured Lenders).(Related document(s):27 Emergency Motion) (Flores, Henry) (Entered: 05/18/2020)
05/18/2020	205 (1 pg)	Motion to Appear pro hac vice *of James I. McClammy*. Filed by Interested Party Ad Hoc Group of Secured Lenders (Flores, Henry) (Entered: 05/18/2020)
05/18/2020	206 (1 pg)	Motion to Appear pro hac vice *of Maurice N. Sage*. Filed by Interested Party Ad Hoc Group of Secured Lenders (Flores, Henry) (Entered: 05/18/2020)
05/18/2020	207 (240 pgs; 10 docs)	Exhibit List, Witness List (Filed By Credit Agricole Corporate and Investment Bank). (Attachments: # 1 Exhibit 2 # 2 Exhibit 3 # 3 Exhibit 12 # 4 Exhibit 13 # 5 Exhibit 14 # 6 Exhibit 15 # 7 Exhibit 16 # 8 Exhibit 17 # 9 Exhibit 18) (Beckham, Charles) (Entered: 05/18/2020)
	208 (1523 pgs; 22 docs)	Exhibit List, Witness List (Filed By SpeedCast International Limited). (Attachments: # 1 DX 1 # 2 DX 2 # 3 Dx 3 # 4 DX 4 # 5 DX 5 # 6 DX 6 # 7 DX 7 # 8 DX 8 # 9 DX 9 # 10 DX 10 (Part 1) # 11 DX 10 (Part 2) # 12

05/18/2020		DX 11 # 13 DX 12 # 14 DX 13 # 15 DX 14 # 16 DX 15 # 17 DX 16 # 18 DX 17 # 19 DX 18 # 20 DX 19 # 21 DX 20) (Perez, Alfredo) (Entered: 05/18/2020)
05/18/2020	209 (5 pgs)	Exhibit List, Witness List (Filed By The Official Committee of Unsecured Creditors).(Related document(s):27 Emergency Motion, 200 Objection) (Million, Timothy) (Entered: 05/18/2020)
05/18/2020	210 (9 pgs)	Declaration re: *of Christopher J. Kearnes in Support of Objection of the Official Committee of Unsecured Creditors* (Filed By The Official Committee of Unsecured Creditors).(Related document(s):7 Emergency Motion, 200 Objection, 209 Exhibit List, Witness List) (Million, Timothy) (Entered: 05/18/2020)
05/18/2020	211 (3437 pgs; 25 docs)	Additional Attachments Re: *Exhibits* (related document(s):209 Exhibit List, Witness List), Certificate *Service* (Filed By The Official Committee of Unsecured Creditors).(Related document(s):209 Exhibit List, Witness List) (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6 # 7 Exhibit 7 # 8 Exhibit 8 # 9 Exhibit 9 # 10 Exhibit 10 # 11 Exhibit 11 # 12 Exhibit 12 # 13 Exhibit 13 # 14 Exhibit 14 # 15 Exhibit 15 # 16 Exhibit 16 # 17 Exhibit 17 # 18 Exhibit 18 # 19 Exhibit 19 # 20 Exhibit 20 # 21 Exhibit 21 # 22 Exhibit 22 # 23 Exhibit 23 # 24 Exhibit 24) (Million, Timothy) (Entered: 05/18/2020)
05/18/2020	212 (8 pgs)	Final Order (I) Authorizing Debtors to Continue Insurance Programs and Pay All Obligations with Respect Thereto; (II) Modifying Automatic Stay with Respect to Workers' Compensation; and (III) Granting Related Relief (Related Doc # 6) Signed on 5/18/2020. (TylerLaws) (Entered: 05/18/2020)
05/18/2020	213 (15 pgs)	Final Order (I) Authorizing Debtors to Pay Prepetition Obligations to (A) Critical Vendors, (B) Foreign Creditors, (C) Lien Claimants, and (D) 503(b)(9) Claimants; (II) Approving Letter Agreement with Intelsat US LLC; and (III) Granting Related Relief (Related Doc # 21) Signed on 5/18/2020. (TylerLaws) (Entered: 05/18/2020)
05/18/2020	214 (3 pgs)	Notice of Appearance and Request for Notice Filed by Hugh Massey Ray III Filed by on behalf of UltiSat, Inc. (Ray, Hugh) (Entered: 05/18/2020)
05/18/2020	215 (1 pg)	Motion to Appear pro hac vice *for Leo T. Crowley*. Filed by Interested Party UltiSat, Inc. (Ray, Hugh) (Entered: 05/18/2020)
	216	Notice *of Substantial Stock Ownership*. (Related document

05/18/2020	(6 pgs)	(s):133 Order Setting Hearing) Filed by Portsea Asset Management LLP (Lauria, Thomas) (Entered: 05/18/2020)
05/18/2020	217 (2 pgs)	Notice of Appearance and Request for Notice Filed by Royal Caribbean Cruises, Ltd (Guso, Jordi) (Entered: 05/18/2020)
05/18/2020	218 (3 pgs)	Order Authorizing the Filing of DIP Facility Fee Letter Under Seal (Related Doc # 46) Signed on 5/18/2020. (TylerLaws) (Entered: 05/18/2020)
05/18/2020	219 (3 pgs)	Certificate *of Service of Notice of Stock Ownership* (Filed By Portsea Asset Management LLP).(Related document (s):216 Notice) (Lauria, Thomas) (Entered: 05/18/2020)
05/18/2020	220 (2 pgs)	Notice of Appearance and Request for Notice Filed by Tara LeDay Filed by on behalf of Texas Taxing Jurisdictions (LeDay, Tara) (Entered: 05/18/2020)
05/18/2020	221 (24 pgs; 3 docs)	Certificate of No Objection *to Emergency Motion of Debtors for Order (I) Authorizing Debtors to Continue Use of Their Existing Cash Management System, Including (A) Maintain Existing Bank Accounts, (B) Continue Intercompany Transactions, (C) Continue to Pay Bank Fees, (D) Continue Using Credit Cards; (II) Granting an Extension to Comply With Requirements of 11 U.S.C. § 345(b); and (III) Granting Related Relief* (Filed By SpeedCast International Limited).(Related document(s):11 Emergency Motion) (Attachments: # 1 Exhibit A - Proposed Final Order # 2 Exhibit B - Redline) (Perez, Alfredo) (Entered: 05/18/2020)
05/19/2020	222 (16 pgs)	Reply *to Objection of Credit Agricole Corporate and Investment Bank to 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* (related document(s):27 Emergency Motion). Filed by SpeedCast International Limited (Sparacino, John)(Per Attorney error on document will refiled) Modified on 5/19/2020 (mmap). (Entered: 05/19/2020)
	223 (16 pgs)	Reply *to Objection of Credit Agricole Corporate and Investment Bank to 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)*

05/19/2020		*Granting Adequate Protection to the Prepetition Secured Parties, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing and (VI) Granting Related Relief.* 167 Filed by SpeedCast International Limited (Sparacino, John) Modified on 5/19/2020 (JenniferOlson). (Entered: 05/19/2020)
05/19/2020	224 (2 pgs)	Withdraw Document (Filed By Texas Taxing Authorities).(Related document(s):169 Objection) (Grundemeier, Tara) (Entered: 05/19/2020)
05/19/2020		Hearing Reset by request of the parties (Related document (s):17 Emergency Motion, NOL Motion) Contacted by Stephanie Morrison and Brenda Funk. Movant to notice all interested parties and file a certificate of service with the court. **Hearing rescheduled for 5/27/2020 at 02:30 PM, by telephone and video conference.** (LinhthuDo) (Entered: 05/19/2020)
05/19/2020		(private) Deadline 7 Utilities Motion 5/21/2020 setting terminated. (LinhthuDo) Notice of Cancellation of Hearing at ECF No. 234. Modified on 5/20/2020 (LinhthuDo). (Entered: 05/19/2020)
05/19/2020	225 (3 pgs)	Notice of Appearance and Request for Notice Filed by John F Higgins IV Filed by on behalf of Asia Satellite Telecommunications Co. Ltd. (Higgins, John) (Entered: 05/19/2020)
05/19/2020	226 (8 pgs)	Statement *of Davis Polk & Wardwell LLP and Rapp & Krock, PC Pursuant to Federal Rule of Bankruptcy Procedure 2019* (Filed By Ad Hoc Group of Secured Lenders). (Flores, Henry) (Entered: 05/19/2020)
05/19/2020	227 (4 pgs)	Notice *of Reset Video/Telephonic Hearing*. (Related document(s):17 Emergency Motion) Filed by SpeedCast International Limited (Perez, Alfredo) (Entered: 05/19/2020)
05/19/2020	228 (7 pgs)	Notice *of Agenda of Matters Set for Video/Telephonic Hearing on May 20, 2020 at 1:30 P.M. (Prevailing Central Time)*. Filed by SpeedCast International Limited (Perez, Alfredo) (Entered: 05/19/2020)
	229 (12 pgs)	Reply *in Support of Debtors Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the 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* (related

05/19/2020		document(s):27 Emergency Motion). Filed by Ad Hoc Group of Secured Lenders (Flores, Henry) (Entered: 05/19/2020)
05/19/2020	230 (1 pg)	Order Granting Motion to Appear *pro hac vice* (Related Doc # 205) Signed on 5/19/2020. (TylerLaws) (Entered: 05/19/2020)
05/19/2020	231 (1 pg)	Order Granting Motion to Appear *pro hac vice* (Related Doc # 206) Signed on 5/19/2020. (TylerLaws) (Entered: 05/19/2020)
05/19/2020	232 (1 pg)	Order Granting Motion to Appear *pro hac vice* (Related Doc # 215) Signed on 5/19/2020. (TylerLaws) (Entered: 05/19/2020)
05/19/2020	233 (9 pgs)	Statement *of the Prepetition Agents in Response to the Objection of Credit Agricole Corporate and Investment Bank to Debtors' Emergency Motion 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, and (V) Granting Related Relief* (Filed By Credit Suisse AG, Cayman Islands Branch).(Related document(s):27 Emergency Motion, 167 Objection) (Reed, Noelle) (Entered: 05/19/2020)
05/20/2020		(private) Document 169 terminated. (LinhthuDo) (Entered: 05/20/2020)
05/20/2020	234 (3 pgs)	Notice *of Cancellation of Hearing Scheduled May 21, 2020 at 2:00 P.M. (CST)*. (Related document(s):116 Order Setting Hearing) Filed by SpeedCast International Limited (Perez, Alfredo) (Entered: 05/20/2020)
05/20/2020	235 (11 pgs)	Final Order (I) Authorizing Debtors to Continue Use of Their Existing Cash Management System, Including (A) Maintain Existing Bank Accounts, (B) Continue Intercompany Transactions, (C) Continue to Pay Bank Fees, (D) Continue Using Credit Cards; (II) Granting an Extension to Comply with Requirements of 11 U.S.C. § 345(b); and (III) Granting Related Relief (Related Doc # 11) Signed on 5/20/2020. (LinhthuDo) (Entered: 05/20/2020)
	236 (154 pgs; 3 docs)	Notice *of Filing of Proposed 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*

05/20/2020		*Secured Parties, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing and (VI) Granting Related Relief*. (Related document(s):27 Emergency Motion, 77 Order Setting Hearing) Filed by SpeedCast International Limited (Attachments: # 1 Exhibit A - Final DIP Order # 2 Exhibit B - Blackline) (Perez, Alfredo) (Entered: 05/20/2020)
05/20/2020	237 (680 pgs)	Notice *of Filing of Consolidated Creditor Matrix*. (Related document(s):55 Order on Emergency Motion) Filed by Kurtzman Carson Consultants LLC (Gershbein, Evan) (Entered: 05/20/2020)
05/20/2020	238 (1 pg)	Courtroom Minutes. Time Hearing Held: 1:30 pm - 4:32 pm. Telephonic Appearances: See attached. Debtors exhibits admitted: ECF No. 208 2, 4-20. Debtors witnesses sworn in and testimony given: Michael Healy and Adam Waldman. Credit Agricole Corporate and Investment Bank Witnesses sworn in and testimony given: Anant Bhatnagar. Credit Agricole Corporate and Investment Bank Exhibits admitted: 207-4 pg. 5, 207-5, 207-9, 207-3. The court issued its findings on the record. Motion approved; order signed on the record. (Related document (s):27 Emergency Motion) (TylerLaws) (Entered: 05/20/2020)
05/20/2020	239 (71 pgs)	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 (Related Doc # 27) Signed on 5/20/2020. (TylerLaws) (Entered: 05/20/2020)
05/20/2020	240 (11 pgs; 2 docs)	Motion *of Debtors for Entry of Order Extending Time to File Rule 2015.3 Reports* Filed by Debtor SpeedCast International Limited (Attachments: # 1 Exhibit A - Proposed Order) (Perez, Alfredo) (Entered: 05/20/2020)
05/20/2020	241 (1 pg)	AO 435 TRANSCRIPT ORDER FORM (Daily (24 hours)) by Debtors Counsel/Brenda Funk. This is to order a transcript of Audio of Bankruptcy Proceeding on May 20, 2020 before Judge Marvin P. Isgur. Court Reporter/Transcriber: Judicial Transcribers of Texas (Filed By SpeedCast International Limited). (Funk, Brenda) THIS IS AN A0 436 AUDIO REQUEST. Modified on 5/21/2020 (MelissaMorgan). (Entered: 05/20/2020)
	242 (6 pgs)	BNC Certificate of Mailing. (Related document(s):202 Order on Motion to Appear pro hac vice) No. of Notices: 46. Notice Date 05/20/2020. (Admin.) (Entered:

05/20/2020		05/20/2020)
05/20/2020	243 (13 pgs)	BNC Certificate of Mailing. (Related document(s):212 Order on Emergency Motion) No. of Notices: 46. Notice Date 05/20/2020. (Admin.) (Entered: 05/20/2020)
05/20/2020	244 (20 pgs)	BNC Certificate of Mailing. (Related document(s):213 Order on Emergency Motion) No. of Notices: 46. Notice Date 05/20/2020. (Admin.) (Entered: 05/20/2020)
05/20/2020	245 (8 pgs)	BNC Certificate of Mailing. (Related document(s):218 Order on Emergency Motion) No. of Notices: 45. Notice Date 05/20/2020. (Admin.) (Entered: 05/20/2020)
05/21/2020	246 (7 pgs)	BNC Certificate of Mailing. (Related document(s):230 Order on Motion to Appear pro hac vice) No. of Notices: 46. Notice Date 05/21/2020. (Admin.) (Entered: 05/21/2020)
05/21/2020	247 (7 pgs)	BNC Certificate of Mailing. (Related document(s):231 Order on Motion to Appear pro hac vice) No. of Notices: 46. Notice Date 05/21/2020. (Admin.) (Entered: 05/21/2020)
05/21/2020	248 (7 pgs)	BNC Certificate of Mailing. (Related document(s):232 Order on Motion to Appear pro hac vice) No. of Notices: 46. Notice Date 05/21/2020. (Admin.) (Entered: 05/21/2020)
05/22/2020	249 (1 pg)	Motion to Appear pro hac vice *Matthew J. Gold*. Filed by Creditor Intellian Technologies Inc. (mmap) (Entered: 05/22/2020)
05/22/2020	250 (2 pgs)	Notice of Appearance and Request for Notice Filed by Julia A Cook Filed by on behalf of GSL Partners SUB TEN, LP (Cook, Julia) (Entered: 05/22/2020)
05/22/2020	251 (7 pgs)	Debtors Master Service List (Filed By Kurtzman Carson Consultants LLC). (Gershbein, Evan) (Entered: 05/22/2020)
05/22/2020	252 (29 pgs)	Certificate *of Service re: Notice of Rescheduled Video/Telephonic Hearing to May 20, 2020 at 1:30 p.m. (CT)* (Filed By Kurtzman Carson Consultants LLC). (Related document(s):180 Notice) (Gershbein, Evan) (Entered: 05/22/2020)
	253 (11 pgs)	Certificate *of Service re: 1) Emergency Motion of Debtors for an Order (I) Approving Debtors' Proposed Form of Adequate Assurance of Payment to Utility Companies; (II) Establishing Procedures for Resolving Objections by*

05/22/2020		*Utility Companies; (III) Prohibiting Utility Companies from Altering, Refusing, or Discontinuing Service; and (IV) Granting Related Relief; 2) Order (I) Approving Debtors' Proposed Form of Adequate Assurance for Payment to Utility Companies; (II) Establishing Procedures for Resolving Objections by Utility Companies; (III) Prohibiting Utility Companies from Altering, Refusing, or Discontinuing Service; and (IV) Granting Related Relief; and 3) Notice of Filing of Amended Utility Service List* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):7 Emergency Motion, 116 Order Setting Hearing, 187 Notice) (Gershbein, Evan) (Entered: 05/22/2020)
05/22/2020	254 (17 pgs)	BNC Certificate of Mailing. (Related document(s):235 Order on Emergency Motion) No. of Notices: 46. Notice Date 05/22/2020. (Admin.) (Entered: 05/22/2020)
05/22/2020	255 (77 pgs)	BNC Certificate of Mailing. (Related document(s):239 Order on Emergency Motion) No. of Notices: 46. Notice Date 05/22/2020. (Admin.) (Entered: 05/22/2020)
05/22/2020	259 (2 pgs)	Notice of Appearance and Request for Notice Filed by Eboney Delane Cobb Filed by on behalf of Johnson County, Alvarado ISD (ShadiaNash) (Entered: 05/26/2020)
05/25/2020	256 (1 pg)	Order Granting Motion to Appear *pro hac vice* (Related Doc # 249) Signed on 5/25/2020. (TylerLaws) (Entered: 05/25/2020)
05/26/2020		Hearing Reset by request of the parties (Related document (s):17 Emergency Motion, NOL Motion) Contacted by Stephanie Morrison and Brenda Funk. Movant to notice all interested parties and file a certificate of service with the court. **Hearing rescheduled for 6/8/2020 at 01:30 PM, by telephone and video conference**. (LinhthuDo) (Entered: 05/26/2020)
05/26/2020	257 (30 pgs; 2 docs)	Motion *for Order Authorizing Debtors and Debtors-In-Possession to Employ Professionals Used in Ordinary Course of Business Effective as of the Petition Date* Filed by Debtor SpeedCast International Limited (Attachments: # 1 Exhibit A - Proposed Order) (Perez, Alfredo) (Entered: 05/26/2020)
	258 (207 pgs; 5 docs)	Application / *Debtors' Application for Entry of an Order (A) Authorizing the Employment and Retention of (I) Moelis Australia Advisory Pty Ltd and (II) Moelis & Company LLC as Its Investment Bankers and Financial Advisors for the Debtors, Effective as of the Petition Date; and (B) Granting Related Relief* Filed by Debtor

05/26/2020		SpeedCast International Limited (Attachments: # 1 Exhibit A - Proposed Order # 2 Exhibit B - Engagement Letter # 3 Exhibit C - Derrough Declaration # 4 Exhibit D - Rathborne Declaration) (Perez, Alfredo) (Entered: 05/26/2020)
05/26/2020	260 (2 pgs)	Notice of Appearance and Request for Notice Filed by Michael P Ridulfo Filed by on behalf of Gleamray Maritime, Inc. (Ridulfo, Michael) (Entered: 05/26/2020)
05/26/2020	261 (4 pgs)	Notice *of Reset Video/Telephonic Hearing*. (Related document(s):17 Emergency Motion) Filed by SpeedCast International Limited (Perez, Alfredo) (Entered: 05/26/2020)
05/26/2020	262 (16 pgs; 2 docs)	Motion *of Debtors to Establish Procedures for Interim Compensation and Reimbursement of Expenses for Professionals* Filed by Debtor SpeedCast International Limited (Attachments: # 1 Exhibit A - Proposed Order) (Perez, Alfredo) (Entered: 05/26/2020)
05/26/2020	263 (89 pgs; 4 docs)	Application *of Debtors for Authority to Retain and Employ Weil, Gotshal & Manges LLP as Attorneys for the Debtors Effective as of Petition Date* Filed by Debtor SpeedCast International Limited (Attachments: # 1 Exhibit A - Griffiths Declaration # 2 Exhibit B - Gyngell Declaration # 3 Exhibit C - Proposed Order) (Perez, Alfredo) (Entered: 05/26/2020)
05/26/2020	264 (92 pgs; 4 docs)	Application *of Debtors for Authority to Retain and Employ Herbert Smith Freehills, an Australian Partnership, as Special Foreign Counsel to the Debtors Effective as of the Petition Date* Filed by Debtor SpeedCast International Limited (Attachments: # 1 Exhibit A - Apathy Declaration # 2 Exhibit B - Gyngell Declaration # 3 Exhibit C - Proposed Order) (Perez, Alfredo) (Entered: 05/26/2020)
05/26/2020	265 (90 pgs; 4 docs)	Application *of Debtors for Authority to Employ and Retain FTI Consulting, Inc., to Designate Michael Healy to Serve as Chief Restructuring Officer, and to Provide Additional Personnel for Debtors* Filed by Debtor SpeedCast International Limited (Attachments: # 1 Exhibit A - Engagement Letter # 2 Exhibit B - FTI Declaration # 3 Exhibit C - Proposed Order) (Perez, Alfredo) (Entered: 05/26/2020)
05/27/2020	266 (120 pgs)	Transcript RE: Motion Hearing (Telephonic Conference) held on May 20, 2020 before Judge Marvin Isgur. Transcript is available for viewing in the Clerk's Office. Filed by Transcript access will be restricted through 08/25/2020. (mhen) (Entered: 05/27/2020)

05/27/2020	267 (4 pgs)	Notice of Appearance and Request for Notice Filed by Timothy Q Karcher Filed by on behalf of Eutelsat SA and its affiliates (Karcher, Timothy) (Entered: 05/27/2020)
05/28/2020	268 (1 pg)	Notice of Filing of Official Transcript as to 266 Transcript. Parties notified (Related document(s):266 Transcript) (jdav) (Entered: 05/28/2020)
05/28/2020	269 (18 pgs)	Certificate *of Service re: 1) Final Order (I) Authorizing Debtors to Continue Insurance Programs and Pay All Obligations with Respect Thereto; (II) Modifying Automatic Stay with Respect to Workers' Compensation; and (III) Granting Related Relief; 2) Final Order (I) Authorizing Debtors to Pay Prepetition Obligations to (A) Critical Vendors, (B) Foreign Creditors, (C) Lien Claimants, and (D) 503(b)(9)) Claimants; (II) Approving Letter Agreement with Intelsat US LLC; and (III) Granting Related Relief; and 3) Order Authorizing the Filing of DIP Facility Fee Letter Under Seal* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):212 Order on Emergency Motion, 213 Order on Emergency Motion, 218 Order on Emergency Motion) (Gershbein, Evan) (Entered: 05/28/2020)
05/28/2020	270 (33 pgs)	Certificate *of Service re: Documents Served on May 19, 2020* (Filed By Kurtzman Carson Consultants LLC). (Related document(s):189 Certificate of No Objection, 191 Certificate of No Objection, 227 Notice, 228 Notice) (Gershbein, Evan) (Entered: 05/28/2020)
	271 (19 pgs)	Certificate *of Service re: Certificate of No Objection to Emergency Motion of Debtors for Order (I) Authorizing Debtors to Continue Use of Their Existing Cash Management System, Including (A) Maintain Existing Bank Accounts, (B) Continue Intercompany Transactions, (C) Continue to Pay Bank Fees, (D) Continue Using Credit Cards; (II) Granting an Extension to Comply with Requirements of 11 U.S.C. § 345(b); and (III) Granting Related Relief; 2) Final Order (I) Authorizing Debtors to Continue Use of Their Existing Cash Management System, Including (A) Maintain Existing Bank Accounts, (B) Continue Intercompany Transactions, (C) Continue to Pay Bank Fees, (D) Continue Using Credit Cards; (II) Granting a Waiver of the Requirements of 11 U.S.C. § 345 (b); and (III) Granting Related Relief; and 3) 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* (Filed By Kurtzman Carson Consultants LLC). (Related document(s):221 Certificate of No Objection, 235

05/28/2020		Order on Emergency Motion, 239 Order on Emergency Motion) (Gershbein, Evan) (Entered: 05/28/2020)
05/28/2020	272 (9 pgs)	Certificate *of Service re: Motion of Debtors for Entry of Order Extending Time to File Rule 2015.3 Reports* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):240 Generic Motion) (Gershbein, Evan) (Entered: 05/28/2020)
05/28/2020	273 (7 pgs)	BNC Certificate of Mailing. (Related document(s):256 Order on Motion to Appear pro hac vice) No. of Notices: 46. Notice Date 05/28/2020. (Admin.) (Entered: 05/28/2020)
05/28/2020		Meeting of Creditors Held. Debtor appeared. Hearing not concluded *Matter adjourned pending filing of schedules and statements* (Statham, Stephen) (Entered: 06/01/2020)
05/30/2020	274 (7 pgs)	BNC Certificate of Mailing. (Related document(s):268 Notice of Filing of Official Transcript (Form)) No. of Notices: 46. Notice Date 05/30/2020. (Admin.) (Entered: 05/30/2020)
06/03/2020	275 (1 pg)	Motion to Appear pro hac vice *Adam G. Young*. Filed by Creditor Globalstar Inc. (JesusGuajardo) (Entered: 06/03/2020)
06/03/2020	276 (78 pgs; 2 docs)	Notice of Appeal filed. (related document(s):239 Order on Emergency Motion). Fee Amount $298. Appellant Designation due by 06/17/2020. (Attachments: # 1 Exhibit A)(Beckham, Charles) (Entered: 06/03/2020)
06/03/2020	277	Election to Appeal to District Court . (Beckham, Charles) (Entered: 06/03/2020)
06/03/2020		Receipt of Notice of Appeal(20-32243) [appeal,ntcapl] (298.00) Filing Fee. Receipt number 22167138. Fee amount $ 298.00. (U.S. Treasury) (Entered: 06/03/2020)
06/04/2020	278 (7 pgs; 2 docs)	Clerk's Notice of Filing of an Appeal. On 6/3/2020, Credit Agricole Corporate and Investment Bank filed a notice of appeal. The appeal has been assigned to U.S. District Judge Lee H Rosenthal, Civil Action 4:20-cv-1970. Parties notified (Related document(s):276 Notice of Appeal) (Attachments: # 1 Notice of Appeal) (ShoshanaArnow) (Entered: 06/04/2020)
06/04/2020	279 (1 pg)	Order Granting Motion to Appear *pro hac vice* (Related Doc # 275) Signed on 6/4/2020. (TylerLaws) (Entered: 06/04/2020)

06/04/2020	280 (4 pgs)	Stipulation By SpeedCast International Limited and United States Trustee. Does this document include an agreed order or otherwise request that the judge sign a document? Yes. (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 06/04/2020)
06/04/2020	281 (5 pgs)	Stipulation By SpeedCast International Limited and ADP TotalSource, Inc.. Does this document include an agreed order or otherwise request that the judge sign a document? Yes. (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 06/04/2020)
06/05/2020	282 (79 pgs; 5 docs)	Application *to Retain McKool Smith PC as Conflicts Counsel for the Debtors, Nunc Pro Tunc to May 5, 2020,* Filed by Debtor SpeedCast International Limited (Attachments: # 1 Exhibit A - Engagement Letter # 2 Exhibit B - Sparacino Declaration # 3 Exhibit C - Gyngell Declaration # 4 Exhibit D - Proposed Order) (Sparacino, John) (Entered: 06/05/2020)
06/05/2020	283 (4 pgs)	Notice *of Reset Video/Telephonic Hearing on Emergency Motion of Debtors for Entry of Interim and Final Orders Establishing Notification Procedures and Approving Restrictions on Certain Transfers of Interests In, and Claims Against, the Debtors and Claims of Certain Worthless Stock Deductions*. (Related document(s):17 Emergency Motion) Filed by SpeedCast Americas, Inc. (Perez, Alfredo) (Entered: 06/05/2020)
06/05/2020	284 (122 pgs; 4 docs)	Application / *Debtors' Application for Entry of an Order Authorizing the Debtors and Debtors in Possession to Retain and Employ KPMG LLP to Provide Tax Consulting Services, Effective as of May 7, 2020* Filed by Debtor SpeedCast International Limited (Attachments: # 1 Exhibit A - Proposed Order # 2 Exhibit B - Engagement Letter # 3 Exhibit C - Kukoyi Declaration) (Perez, Alfredo) (Entered: 06/05/2020)
06/05/2020	285 (7 pgs; 2 docs)	Motion to Continue Hearing On (related document(s):17 Emergency Motion, 125 Objection, 133 Order Setting Hearing). Filed by Debtor SpeedCast International Limited Hearing scheduled for 6/8/2020 at 01:30 PM. (Attachments: # 1 Exhibit A - Proposed Order) (Perez, Alfredo) (Entered: 06/05/2020)
06/05/2020	286 (7 pgs)	Debtors Master Service List (Filed By Kurtzman Carson Consultants LLC). (Gershbein, Evan) (Entered: 06/05/2020)
06/06/2020	287 (1 pg)	Order Granting Motion for Continuance (Related Doc # 285, 17) Signed on 6/6/2020. **Hearing scheduled for 6/16/2020 at 01:30 PM at telephone and video conference.** (TylerLaws) (Entered: 06/06/2020)

06/06/2020	288 (4 pgs)	BNC Certificate of Mailing. (Related document(s):279 Order on Motion to Appear pro hac vice) No. of Notices: 47. Notice Date 06/06/2020. (Admin.) (Entered: 06/06/2020)
06/06/2020	289 (4 pgs)	BNC Certificate of Mailing. (Related document(s):278 Clerk's Notice of Filing of an Appeal) No. of Notices: 47. Notice Date 06/06/2020. (Admin.) (Entered: 06/06/2020)
06/07/2020	290 (3 pgs)	Stipulation By SpeedCast International Limited and United States Trustee. Does this document include an agreed order or otherwise request that the judge sign a document? No. (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 06/07/2020)
06/08/2020	291 (3 pgs)	Notice of Appearance and Request for Notice Filed by Adam G. Young Filed by on behalf of Globalstar Inc. (Young, Adam) (Entered: 06/08/2020)
06/08/2020	292 (1 pg)	Ex Parte Motion to Appear pro hac vice *by John Alden Meade*. Filed by Creditor Globalstar Inc. (Young, Adam) (Entered: 06/08/2020)
06/08/2020	293 (7 pgs)	Appellant Designation of Contents For Inclusion in Record On Appeal (related document(s):239 Order on Emergency Motion, 276 Notice of Appeal)., Statement of Issues on Appeal (related document(s):239 Order on Emergency Motion, 276 Notice of Appeal). (Beckham, Charles) (Entered: 06/08/2020)
06/08/2020	294 (4 pgs)	Stipulation and Agreed Order Regarding Debtors Compliance with Section 345(b) of the Bankruptcy Code Signed on 6/8/2020 (Related document(s):11 Emergency Motion, 80 Order Setting Hearing, 235 Order on Emergency Motion) (TylerLaws) (Entered: 06/08/2020)
06/08/2020	295 (85 pgs)	Application to Employ Hogan Lovells US LLP as Counsel to the Official Committee of Unsecured Creditors. Objections/Request for Hearing Due in 21 days. Filed by Creditor Committees The Official Committee of Unsecured Creditors, The Official Committee of Unsecured Creditors (Million, Timothy) (Entered: 06/08/2020)
06/08/2020	296 (3 pgs)	Notice *of Substantial Stock Ownership*. (Related document (s):17 Emergency Motion) Filed by Crown Ocean Capital (ShoshanaArnow) (Entered: 06/09/2020)
06/09/2020	297 (6 pgs)	Certificate *of Service* (Filed By The Official Committee of Unsecured Creditors).(Related document(s):295 Application to Employ) (Million, Timothy) (Entered: 06/09/2020)
	298	Order Granting Motion to Appear *pro hac vice* (Related Doc

06/09/2020	(1 pg)	# 292) Signed on 6/9/2020. (TylerLaws) (Entered: 06/09/2020)
06/10/2020	299 (26 pgs)	Certificate *of Service re: Documents Served on May 26, 2020* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):257 Generic Motion, 258 Generic Application, 261 Notice, 262 Generic Motion, 263 Generic Application, 264 Generic Application, 265 Generic Application) (Gershbein, Evan) (Entered: 06/10/2020)
06/10/2020	300 (11 pgs)	Certificate *of Service re: Documents Served on June 4, 2020 and June 5, 2020* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):280 Stipulation, 281 Stipulation, 284 Generic Application) (Gershbein, Evan) (Entered: 06/10/2020)
06/10/2020	301 (40 pgs; 2 docs)	Motion *of Debtors for Order (I) Establishing Deadline to File Proofs of Claim and (II) Approving Form and Manner of Notice Thereof* Filed by Debtor SpeedCast International Limited (Attachments: # 1 Exhibit A - Proposed Order) (Perez, Alfredo) (Entered: 06/10/2020)
06/10/2020	302 (7 pgs)	BNC Certificate of Mailing. (Related document(s):287 Order on Motion to Continue/Reschedule Hearing) No. of Notices: 46. Notice Date 06/10/2020. (Admin.) (Entered: 06/10/2020)
06/11/2020	303 (3 pgs)	Notice *of Withdrawal of Appearance of George R. Howard*. Filed by Credit Suisse AG, Cayman Islands Branch (Reed, Noelle) (Entered: 06/11/2020)
06/11/2020	304 (4 pgs)	Notice of Appearance and Request for Notice Filed by Noelle M Reed Filed by on behalf of Credit Suisse AG, Cayman Islands Branch (Reed, Noelle) (Entered: 06/11/2020)
06/11/2020	305 (1 pg)	Motion to Appear pro hac vice *of Shana A. Elberg*. Filed by Creditor Credit Suisse AG, Cayman Islands Branch (Reed, Noelle) (Entered: 06/11/2020)
06/11/2020	306 (7 pgs)	BNC Certificate of Mailing. (Related document(s):294 Generic Order) No. of Notices: 46. Notice Date 06/11/2020. (Admin.) (Entered: 06/11/2020)
06/12/2020	307 (9 pgs; 3 docs)	Certificate of No Objection *to Motion of Debtors for Entry of Order Extending Time to File Rule 2015.3 Reports* (Filed By SpeedCast International Limited).(Related document(s):240 Generic Motion) (Attachments: # 1 Exhibit A - Proposed Order # 2 Exhibit B - Redline) (Perez, Alfredo) (Entered: 06/12/2020)
	308	BNC Certificate of Mailing. (Related document(s):298 Order

06/12/2020	(4 pgs)	on Motion to Appear pro hac vice) No. of Notices: 47. Notice Date 06/12/2020. (Admin.) (Entered: 06/12/2020)
06/13/2020	309 (2 pgs)	Order Extending Time to File Rule 2015.3 Reports (Related Doc # 240) Signed on 6/13/2020. (TylerLaws) (Entered: 06/14/2020)
06/14/2020	310 (1 pg)	Order Granting Motion to Appear *pro hac vice* (Related Doc # 305) Signed on 6/14/2020. (TylerLaws) (Entered: 06/14/2020)
06/15/2020		Hearing Reset by agreement of the parties (Related document(s):17 Emergency Motion, NOL Motion) Contacted by Brenda Funk. Movant to notice all interested parties and file a certificate of service with the court. **Hearing rescheduled for 6/30/2020 at 02:00 PM, by telephone and video conference.** (LinhthuDo) (Entered: 06/15/2020)
06/15/2020	311 (4 pgs)	Notice *of Reset Video/Telephonic Hearing*. (Related document(s):17 Emergency Motion) Filed by SpeedCast International Limited (Perez, Alfredo) (Entered: 06/15/2020)
06/15/2020	312 (1 pg)	Notice of Appearance and Request for Notice Filed by Office of Unemployment Compensation Tax Services (sgue) (Entered: 06/16/2020)
06/16/2020	313 (23 pgs)	Certificate *of Service re: 1) Order Granting Motion for Continuance; 2) Stipulation by and Between SpeedCast International Limited and United States Trustee Extending Time to File Schedules of Assets and Liabilities and Statement of Financial Affairs; and 3) Stipulation and Agreed Order Regarding Debtors Compliance with Section 345(b) of the Bankruptcy Code* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):287 Order on Motion to Continue/Reschedule Hearing, 290 Stipulation, 294 Generic Order) (Gershbein, Evan) (Entered: 06/16/2020)
06/16/2020	314 (7 pgs)	Certificate *of Service re: Motion of Debtors for Order (I) Establishing Deadline to File Proofs of Claim and (II) Approving Form and Manner of Notice Thereof* (Filed By Kurtzman Carson Consultants LLC).(Related document (s):301 Generic Motion) (Gershbein, Evan) (Entered: 06/16/2020)
06/16/2020	315 (2 pgs)	Notice of Appearance and Request for Notice Filed by Aldine ISD (Morales, Yolanda) (Entered: 06/16/2020)
	316 (7 pgs)	Statement of Issues on Appeal (related document(s):293 Appellant Designation, Statement of Issues on Appeal)., Appellant Designation of Contents For Inclusion in Record On Appeal (related document(s):293 Appellant Designation,

06/17/2020		Statement of Issues on Appeal). (Beckham, Charles) (Entered: 06/17/2020)
06/17/2020	317 (10 pgs)	Statement *Acting United States Trustees Statement regarding the Application of Debtors for Authority to Employ and Retain FTI Consulting Inc., (FTI), to Designate Michael Healy to Serve as Chief Restructuring Office, and to Provide Additional Personnel for Debtors* (Filed By US Trustee). (Related document(s):265 Generic Application) (Statham, Stephen) (Entered: 06/17/2020)
06/17/2020	318 (5 pgs)	BNC Certificate of Mailing. (Related document(s):309 Generic Order) No. of Notices: 47. Notice Date 06/17/2020. (Admin.) (Entered: 06/17/2020)
06/17/2020	319 (4 pgs)	BNC Certificate of Mailing. (Related document(s):310 Order on Motion to Appear pro hac vice) No. of Notices: 47. Notice Date 06/17/2020. (Admin.) (Entered: 06/17/2020)
06/18/2020	320 (16 pgs; 3 docs)	Certificate of No Objection *to Motion of Debtors to Establish Procedures for Interim Compensation and Reimbursement of Expenses for Professionals* (Filed By SpeedCast International Limited).(Related document(s):262 Generic Motion) (Attachments: # 1 Exhibit A - Proposed Order # 2 Exhibit B - Blackline) (Perez, Alfredo) (Entered: 06/18/2020)
06/18/2020	321 (16 pgs; 3 docs)	Certificate of No Objection *to Application of Debtors for Authority to Retain and Employ Herbert Smith Freehills, an Australian Partnership, as Special Foreign Counsel to the Debtors Effective as of the Petition Date* (Filed By SpeedCast International Limited).(Related document(s):264 Generic Application) (Attachments: # 1 Exhibit A - Proposed Order # 2 Exhibit B - Blackline) (Perez, Alfredo) (Entered: 06/18/2020)
06/19/2020	322 (72 pgs)	Application to Employ Husch Blackwell LLP as Counsel for the Official Committee of Unsecured Creditors (Nunc Pro Tunc). Objections/Request for Hearing Due in 21 days. Filed by Creditor Committee The Official Committee of Unsecured Creditors (Million, Timothy) (Entered: 06/19/2020)
06/19/2020	323 (63 pgs)	Application to Employ Berkeley Research Group, LLC as Financial Advisor to the Official Committee of Unsecured Creditors (Nunc Pro Tunc). Objections/Request for Hearing Due in 21 days. Filed by Creditor Committee The Official Committee of Unsecured Creditors (Million, Timothy) (Entered: 06/19/2020)
	324 (7 pgs)	Certificate *of Service* (Filed By The Official Committee of Unsecured Creditors).(Related document(s):322 Application

06/19/2020		to Employ, 323 Application to Employ) (Million, Timothy) (Entered: 06/19/2020)
06/19/2020	325 (8 pgs)	Debtors Master Service List (Filed By Kurtzman Carson Consultants LLC). (Gershbein, Evan) (Entered: 06/19/2020)
06/19/2020	326 (7 pgs)	Declaration re: */ Supplemental Declaration of Michael Healy in Support of Application of Debtors for Authority to Employ and Retain FTI Consulting, Inc., to Designate Michael Healy to Serve as Chief Restructuring Officer, and to Provide Additional Personnel for Debtors* (Filed By SpeedCast International Limited).(Related document(s):265 Generic Application) (Perez, Alfredo) (Entered: 06/19/2020)
06/19/2020	327 (6 pgs)	Declaration re: */ Supplemental Declaration of Adam Waldman in Support of the Debtors' Application for Entry of an Order (A) Authorizing the Employment and Retention of (I) Moelis Australia Advisory Pty Ltd and (II) Moelis & Company LLC as Its Investment Bankers and Financial Advisors for the Debtors, Effective as of the Petition Date; and (B) Granting Related Relief* (Filed By SpeedCast International Limited).(Related document(s):258 Generic Application) (Perez, Alfredo) (Entered: 06/19/2020)
06/20/2020	328 (6 pgs)	Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses for Professionals (Related Doc # 262) Signed on 6/20/2020. (TylerLaws) (Entered: 06/21/2020)
06/20/2020	329 (5 pgs)	Order Authorizing Retention and Employment of Herbert Smith Freehills LLP as Attorneys for Debtors Effective as of Petition Date (Related Doc # 264) Signed on 6/20/2020. (TylerLaws) (Entered: 06/21/2020)
06/22/2020	330 (61 pgs; 2 docs)	Notice *Stipulation Regarding Record on Appeal*. Filed by Credit Agricole Corporate and Investment Bank (Attachments: # 1 Exhibit A) (Beckham, Charles) (Entered: 06/22/2020)
06/22/2020	331 (3 pgs)	Appellant Designation of Contents For Inclusion in Record On Appeal (related document(s):239 Order on Emergency Motion, 293 Appellant Designation, Statement of Issues on Appeal, 316 Statement of Issues on Appeal, Appellant Designation). (Beckham, Charles) (Entered: 06/22/2020)
06/23/2020	332 (26 pgs)	Certificate *of Service re: Notice of Reset Video/Telephonic Hearing* (Filed By Kurtzman Carson Consultants LLC). (Related document(s):311 Notice) (Gershbein, Evan) (Entered: 06/23/2020)
	333	Certificate *of Service re: 1) Order Establishing Procedures*

06/23/2020	(7 pgs)	*for Interim Compensation and Reimbursement of Expenses for Professionals; and 2) Order Authorizing Retention and Employment of Herbert Smith Freehills LLP as Attorneys for Debtors Effective as of Petition Date* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):328 Generic Order, 329 Order on Generic Application) (Gershbein, Evan) (Entered: 06/23/2020)
06/23/2020	334 (8 pgs)	Declaration re: */ First Supplemental Declaration of David N. Griffiths in Support of Application of Debtors Authority to Retain and Employ Weil, Gotshal & Manges LLP as Attorneys for the Debtors Effective as of Petition Date* (Filed By SpeedCast International Limited).(Related document (s):263 Generic Application) (Perez, Alfredo) (Entered: 06/23/2020)
06/23/2020	335 (15 pgs; 3 docs)	Certificate of No Objection *to Application of Debtors for Authority to Retain and Employ Weil, Gotshal & Manges LLP as Attorneys for the Debtors Effective as of Petition Date* (Filed By SpeedCast International Limited).(Related document(s):263 Generic Application) (Attachments: # 1 Exhibit A - Proposed Order # 2 Exhibit B - Blackline) (Perez, Alfredo) (Entered: 06/23/2020)
06/23/2020	336 (47 pgs; 3 docs)	Certificate of No Objection *to Motion for Order Authorizing Debtors and Debtors-In-Possession to Employ Professionals Used in Ordinary Course of Business Effective as of the Petition Date* (Filed By SpeedCast International Limited). (Related document(s):257 Generic Motion) (Attachments: # 1 Exhibit A - Proposed Final Order # 2 Exhibit B - Blackline) (Perez, Alfredo) (Entered: 06/23/2020)
06/24/2020	337 (1 pg)	Motion to Appear pro hac vice *Alexander F. Berk*. Filed by Creditor Taikoo Place Holdings Limited (mmap) (Entered: 06/24/2020)
06/24/2020	338 (1 pg)	Motion to Appear pro hac vice *Craig E. Reimer*. Filed by Creditor Taikoo Place Holdings Limited (mmap) (Entered: 06/24/2020)
06/24/2020	339 (19 pgs; 3 docs)	Agreed Order and Certificate of Counsel (Filed By SpeedCast International Limited).(Related document(s):265 Generic Application) (Attachments: # 1 Exhibit A - Proposed Order # 2 Exhibit B - Redline) (Perez, Alfredo) (Entered: 06/24/2020)
06/24/2020	340 (9 pgs)	BNC Certificate of Mailing. (Related document(s):328 Generic Order) No. of Notices: 48. Notice Date 06/24/2020. (Admin.) (Entered: 06/24/2020)
	341 (8 pgs)	BNC Certificate of Mailing. (Related document(s):329 Order on Generic Application) No. of Notices: 48. Notice Date

06/24/2020		06/24/2020. (Admin.) (Entered: 06/24/2020)
06/25/2020	342 (8 pgs; 3 docs)	Declaration re: *First Supplemental Declaration of J. Sparacino in Support of Application to Retain McKool Smith PC as Conflicts Counsel for the Debtors* (Filed By SpeedCast International Limited).(Related document(s):282 Generic Application) (Attachments: # 1 Exhibit 1 # 2 Exhibit 2) (Manning, Veronica) (Entered: 06/25/2020)
06/25/2020	343 (1 pg)	Order Granting Motion to Appear *pro hac vice* (Related Doc # 337) Signed on 6/25/2020. (TylerLaws) (Entered: 06/25/2020)
06/25/2020	344 (1 pg)	Order Granting Motion to Appear *pro hac vice* (Related Doc # 338) Signed on 6/25/2020. (TylerLaws) (Entered: 06/25/2020)
06/26/2020	345 (3 pgs)	Certificate *Supplemental Certificate of Service re: Notice of Chapter 11 Bankruptcy Case and Meeting of Creditors* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):157 Notice) (Gershbein, Evan) (Entered: 06/26/2020)
06/26/2020	346 (5 pgs)	Certificate *Supplemental Certificate of Service re: Notice of Chapter 11 Bankruptcy Case and Meeting of Creditors* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):157 Notice) (Gershbein, Evan) (Entered: 06/26/2020)
06/26/2020	347 (17 pgs; 2 docs)	Emergency Motion *of the Official Committee of Unsecured Creditors for Entry of an Order Authorizing the Committee to (I) Implement Certain Procedures for Creditor Access to Information Pursuant to 11 U.S.C. 105(a) and 1102(b)(3) and (II) Utilize Kurtzman Carson Consultants LLC as Noticing Agent in Connection Therewith* Filed by Creditor Committee The Official Committee of Unsecured Creditors Hearing scheduled for 6/30/2020 at 02:00 PM, by telephone and video conference. (Attachments: # 1 Exhibit A (Proposed Order)) (Million, Timothy) Modified on 6/28/2020 (LinhthuDo). (Entered: 06/26/2020)
06/26/2020	348 (18 pgs; 3 docs)	Motion to Reject Lease or Executory Contract / *Debtors' Motion for Entry of an Order Authorizing Rejection of Executory Contract Between Debtors and Telesat Network Services, Inc. Nunc Pro Tunc to June 26, 2020* Filed by Debtor SpeedCast International Limited (Attachments: # 1 Exhibit A - Proposed Order # 2 Exhibit B - Healy Declaration) (Perez, Alfredo) (Entered: 06/26/2020)
	349 (11 pgs; 3 docs)	Declaration re: / *Supplemental Declaration of Olayinka Kukoyi in Support of the Debtors' Application to Retain and Employ KPMG LLP to Provide Tax Consulting Services,*

06/26/2020		*Effective as of May 7, 2020* (Filed By SpeedCast International Limited).(Related document(s):284 Generic Application) (Attachments: # 1 Exhibit 1 # 2 Exhibit 2) (Perez, Alfredo) (Entered: 06/26/2020)
06/27/2020	350 (4 pgs)	BNC Certificate of Mailing. (Related document(s):343 Order on Motion to Appear pro hac vice) No. of Notices: 50. Notice Date 06/27/2020. (Admin.) (Entered: 06/27/2020)
06/27/2020	351 (4 pgs)	BNC Certificate of Mailing. (Related document(s):344 Order on Motion to Appear pro hac vice) No. of Notices: 50. Notice Date 06/27/2020. (Admin.) (Entered: 06/27/2020)
06/29/2020	352 (8 pgs; 2 docs)	Certificate of No Objection *to Stipulation and Agreed Order Between Speedcast Communications Inc. and ADP TotalSource, Inc. Providing for Adequate Protection and Modifying the Automatic Stay* (Filed By SpeedCast International Limited).(Related document(s):281 Stipulation) (Attachments: # 1 Exhibit A - Stipulation and Order) (Perez, Alfredo) (Entered: 06/29/2020)
06/29/2020	353 (11 pgs; 3 docs)	Certificate of No Objection *to Debtors' Application to Retain McKool Smith PC as Conflicts Counsel for the Debtors, Nunc Pro Tunc to May 5, 2020* (Filed By SpeedCast International Limited).(Related document(s):282 Generic Application) (Attachments: # 1 Exhibit A - Proposed Order # 2 Exhibit B - Proposed Order Blackline) (Manning, Veronica) (Entered: 06/29/2020)
06/29/2020		Hearings Reset by agreement of the parties (Related document(s):17 Debtors' NOL Motion, 347 UCC's Emergency Motion) Contacted by Brenda Funk. Movant(s) to notice all interested parties and file a certificate of service with the court. **Hearings rescheduled for 7/2/2020 at 10:30 AM, by telephone and video conference.** (LinhthuDo) (Entered: 06/29/2020)
06/29/2020		(private) Deadlines [6/30/2020] terminated. (LinhthuDo) (Entered: 06/29/2020)
06/29/2020	354 (4 pgs)	Notice *of Reset Video/Telephonic Hearing*. (Related document(s):17 Emergency Motion, 347 Emergency Motion) Filed by SpeedCast International Limited (Perez, Alfredo) (Entered: 06/29/2020)
06/29/2020	355 (5 pgs)	Order Authorizing Retention and Employment of Weil, Gotshal & Manges LLP as Attorneys for Debtors Effective as of Petition Date (Related Doc # 263) Signed on 6/29/2020. (TylerLaws) (Entered: 06/29/2020)
	356	Order Authorizing Debtors to Employ Professionals Used in

06/29/2020	(21 pgs)	Ordinary Course of Business Effective as of the Petition Date (Related Doc # 257) Signed on 6/29/2020. (TylerLaws) (Entered: 06/29/2020)
06/29/2020	357 (6 pgs)	Order for Authority to Employ and Retain FTI Consulting, Inc. to Designate Michael Healy to Serve as Chief Restructuring Officer and to Provide Additional Personnel for Debtors (Related Doc # 265) Signed on 6/29/2020. (TylerLaws) (Entered: 06/29/2020)
06/29/2020	358 (35 pgs)	Statement / *Periodic Report Regarding Value, Operations, and Profitability of Entities in Which the Debtor's Estate Holds a Sustantial or Controlling Interest* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 06/29/2020)
06/30/2020	359 (57 pgs)	Schedule A/B: Property for Non-Individual *Hermes Datacommunications International Limited (Case No. 20-32261)* (Filed By Hermes Datacommunications International Limited). (Perez, Alfredo) (Entered: 06/30/2020)
06/30/2020	360 (52 pgs)	Schedule A/B: Property for Non-Individual *Maritime Communication Services, Inc. (Case No. 20-32255)* (Filed By Maritime Communication Services, Inc.). (Perez, Alfredo) (Entered: 06/30/2020)
06/30/2020	361 (73 pgs)	Schedule A/B: Property for Non-Individual *Speedcast Cyprus Ltd. (Case No. 20-32247)* (Filed By Speedcast Cyprus Ltd.). (Funk, Brenda) (Entered: 06/30/2020)
06/30/2020	362 (55 pgs)	Schedule A/B: Property for Non-Individual *NewCom International, Inc. (Case No. 20-32270)* (Filed By NewCom International, Inc.). (Perez, Alfredo) (Entered: 06/30/2020)
06/30/2020	363 (37 pgs)	Schedule A/B: Property for Non-Individual *SpeedCast France SAS (Case No. 20-32274)* (Filed By SpeedCast France SAS). (Funk, Brenda) (Entered: 06/30/2020)
06/30/2020	364 (48 pgs)	Schedule A/B: Property for Non-Individual *Oceanic Broadband Solutions Pty Ltd (Case No. 20-32253)* (Filed By Oceanic Broadband Solutions Pty Ltd). (Perez, Alfredo) (Entered: 06/30/2020)
06/30/2020	365 (39 pgs)	Schedule A/B: Property for Non-Individual *SpeedCast Group Holdings Pty Ltd (Case No. 20-32249)* (Filed By SpeedCast Group Holdings Pty Ltd). (Funk, Brenda) (Entered: 06/30/2020)
	366 (46 pgs)	Schedule A/B: Property for Non-Individual *Satellite Communications Australia Pty Ltd (Case No. 20-32252)* (Filed By Satellite Communications Australia Pty Ltd).

06/30/2020		(Perez, Alfredo) (Entered: 06/30/2020)
06/30/2020	367 (46 pgs)	Schedule A/B: Property for Non-Individual *SpeedCast International Limited (Case No. 20-32243)* (Filed By SpeedCast International Limited). (Funk, Brenda) (Entered: 06/30/2020)
06/30/2020	368 (45 pgs)	Schedule A/B: Property for Non-Individual *SpaceLink Systems II, LLC (Case No. 20-32263)* (Filed By SpaceLink Systems II, LLC). (Perez, Alfredo) (Entered: 06/30/2020)
06/30/2020	369 (83 pgs)	Schedule A/B: Property for Non-Individual *SpeedCast Limited (Case No. 20-32248)* (Filed By SpeedCast Limited). (Funk, Brenda) (Entered: 06/30/2020)
06/30/2020	370 (45 pgs)	Schedule A/B: Property for Non-Individual *SpaceLink Systems, LLC (Case No. 20-32250)* (Filed By SpaceLink Systems, LLC). (Perez, Alfredo) (Entered: 06/30/2020)
06/30/2020	371 (50 pgs)	Schedule A/B: Property for Non-Individual *SpeedCast Managed Services Pty Limited (Case No. 20-32254)* (Filed By SpeedCast Managed Services Pty Limited). (Funk, Brenda) (Entered: 06/30/2020)
06/30/2020	372 (115 pgs)	Schedule A/B: Property for Non-Individual *Speedcast Netherlands B.V. (Case No. 20-32272)* (Filed By Speedcast Netherlands B.V.). (Funk, Brenda) (Entered: 06/30/2020)
06/30/2020	373 (50 pgs)	Schedule A/B: Property for Non-Individual *SpeedCast Americas, Inc. (Case No. 20-32273)* (Filed By SpeedCast Americas, Inc.). (Perez, Alfredo) (Entered: 06/30/2020)
06/30/2020	374 (52 pgs)	Schedule A/B: Property for Non-Individual *SpeedCast Norway AS (Case No. 20-32268)* (Filed By SpeedCast Norway AS). (Funk, Brenda) (Entered: 06/30/2020)
06/30/2020	375 (101 pgs)	Schedule A/B: Property for Non-Individual *SpeedCast Australia Pty Limited (Case No. 20-32251)* (Filed By SpeedCast Australia Pty Limited). (Perez, Alfredo) (Entered: 06/30/2020)
06/30/2020	376 (56 pgs)	Schedule A/B: Property for Non-Individual *SpeedCast Singapore Pte. Ltd. (Case No. 20-32262)* (Filed By SpeedCast Singapore Pte. Ltd.). (Funk, Brenda) (Entered: 06/30/2020)
06/30/2020	377 (42 pgs)	Schedule A/B: Property for Non-Individual *Speedcast Canada Limited (Case No. 20-32266)* (Filed By Speedcast Canada Limited). (Perez, Alfredo) (Entered: 06/30/2020)

06/30/2020	378 (39 pgs)	Schedule A/B: Property for Non-Individual *SpeedCast UK Holdings Limited (Case No. 20-32244)* (Filed By SpeedCast UK Holdings Limited). (Funk, Brenda) (Entered: 06/30/2020)
06/30/2020	379 (48 pgs)	Schedule A/B: Property for Non-Individual *CapRock Communications (Australia) Pty Ltd (Case No. 20-32267)* (Filed By CapRock Communications (Australia) Pty Ltd). (Carlson, Clifford) (Entered: 06/30/2020)
06/30/2020	380 (41 pgs)	Schedule A/B: Property for Non-Individual *Telaurus Communications LLC (Case No. 20-32256)* (Filed By Telaurus Communications LLC). (Funk, Brenda) (Entered: 06/30/2020)
06/30/2020	381 (104 pgs)	Schedule A/B: Property for Non-Individual *SpeedCast Communications, Inc. (Case No. 20-32242)* (Filed By SpeedCast Communications, Inc.). (Perez, Alfredo) (Entered: 06/30/2020)
06/30/2020	382 (51 pgs)	Schedule A/B: Property for Non-Individual *CapRock Communications Pte. Ltd. (Case No. 20-32246)* (Filed By CapRock Communications Pte. Ltd.). (Carlson, Clifford) (Entered: 06/30/2020)
06/30/2020	383 (82 pgs)	Schedule A/B: Property for Non-Individual *CapRock UK Limited (Case No. 20-32245)* (Filed By CapRock UK Limited). (Perez, Alfredo) (Entered: 06/30/2020)
06/30/2020	384 (59 pgs)	Schedule A/B: Property for Non-Individual *CapRock Comunicaes do Brasil Ltda. (Case No. 20-32264)* (Filed By CapRock Comunicacoes do Brasil Ltda.). (Carlson, Clifford) (Entered: 06/30/2020)
06/30/2020	385 (49 pgs)	Schedule A/B: Property for Non-Individual *CCI Services Corp. (Case No. 20-32257)* (Filed By CCI Services Corp.). (Perez, Alfredo) (Entered: 06/30/2020)
06/30/2020	386 (45 pgs)	Schedule A/B: Property for Non-Individual *CapRock Participacoes do Brasil Ltda. (Case No. 20-32265)* (Filed By CapRock Participacoes do Brasil Ltda.). (Carlson, Clifford) (Entered: 06/30/2020)
06/30/2020	387 (43 pgs)	Schedule A/B: Property for Non-Individual *Cosmos Holdings Acquisition Corp. (Case No. 20-32259)* (Filed By Cosmos Holdings Acquisition Corp.). (Perez, Alfredo) (Entered: 06/30/2020)
06/30/2020	388 (62 pgs)	Schedule A/B: Property for Non-Individual *Globecomm Europe B.V. (Case No. 20-32269)* (Filed By Globecomm Europe B.V.). (Funk, Brenda) (Entered: 06/30/2020)

06/30/2020	389 (44 pgs)	Schedule A/B: Property for Non-Individual *Evolution Communications Group Limited (Case No. 20-32271)* (Filed By Evolution Communications Group Limited). (Perez, Alfredo) (Entered: 06/30/2020)
06/30/2020	390 (71 pgs)	Schedule A/B: Property for Non-Individual *Globecomm Network Services Corporation (Case No. 20-32260)* (Filed By Globecomm Network Services Corporation). (Funk, Brenda) (Entered: 06/30/2020)
06/30/2020	391 (43 pgs)	Schedule A/B: Property for Non-Individual *HCT Acquisition, LLC (Case No. 20-32258)* (Filed By HCT Acquisition, LLC). (Funk, Brenda) (Entered: 06/30/2020)
06/30/2020	392 (38 pgs)	Statement of Financial Affairs for Non-Individual *CapRock Communications (Australia) Pty Ltd (Case No. 20-32267)* (Filed By CapRock Communications (Australia) Pty Ltd). (Carlson, Clifford) (Entered: 06/30/2020)
06/30/2020	393 (40 pgs)	Statement of Financial Affairs for Non-Individual *Hermes Datacommunications International Limited (Case No. 20-32261)* (Filed By Hermes Datacommunications International Limited). (Perez, Alfredo) (Entered: 06/30/2020)
06/30/2020	394 (39 pgs)	Statement of Financial Affairs for Non-Individual *CapRock Communications Pte. Ltd. (Case No. 20-32246)* (Filed By CapRock Communications Pte. Ltd.). (Carlson, Clifford) (Entered: 06/30/2020)
06/30/2020	395 (34 pgs)	Statement of Financial Affairs for Non-Individual *Speedcast Cyprus Ltd. (Case No. 20-32247)* (Filed By Speedcast Cyprus Ltd.). (Funk, Brenda) (Entered: 06/30/2020)
06/30/2020	396 (44 pgs)	Statement of Financial Affairs for Non-Individual *CapRock Comunicacoes do Brasil Ltda. (Case No. 20-32264)* (Filed By CapRock Comunicacoes do Brasil Ltda.). (Carlson, Clifford) (Entered: 06/30/2020)
06/30/2020	397 (30 pgs)	Statement of Financial Affairs for Non-Individual *SpeedCast France SAS (Case No. 20-32274)* (Filed By SpeedCast France SAS). (Funk, Brenda) (Entered: 06/30/2020)
06/30/2020	398 (37 pgs)	Statement of Financial Affairs for Non-Individual *CapRock Participacoes do Brasil Ltda. (20-32265)* (Filed By CapRock Participacoes do Brasil Ltda.). (Carlson, Clifford) (Entered: 06/30/2020)
06/30/2020	399 (30 pgs)	Statement of Financial Affairs for Non-Individual *SpeedCast Group Holdings Pty Ltd (Case No. 20-32249)* (Filed By SpeedCast Group Holdings Pty Ltd). (Funk, Brenda) (Entered: 06/30/2020)

06/30/2020	400 (39 pgs)	Statement of Financial Affairs for Non-Individual *Maritime Communication Services, Inc. (Case No. 20-32255)* (Filed By Maritime Communication Services, Inc.). (Perez, Alfredo) (Entered: 06/30/2020)
06/30/2020	401 (50 pgs)	Statement of Financial Affairs for Non-Individual *CapRock UK Limited (Case No. 20-32245)* (Filed By CapRock UK Limited). (Carlson, Clifford) (Entered: 06/30/2020)
06/30/2020	402 (42 pgs)	Statement of Financial Affairs for Non-Individual *NewCom International, Inc. (Case No. 20-32270)* (Filed By NewCom International, Inc.). (Perez, Alfredo) (Entered: 06/30/2020)
06/30/2020	403 (38 pgs)	Statement of Financial Affairs for Non-Individual *CCI Services Corp. (Case No. 20-32257)* (Filed By CCI Services Corp.). (Carlson, Clifford) (Entered: 06/30/2020)
06/30/2020	404 (49 pgs)	Statement of Financial Affairs for Non-Individual *SpeedCast International Limited (Case No. 20-32243)* (Filed By SpeedCast International Limited). (Funk, Brenda) (Entered: 06/30/2020)
06/30/2020	405 (40 pgs)	Statement of Financial Affairs for Non-Individual *Oceanic Broadband Solutions Pty Ltd (Case No. 20-32253)* (Filed By Oceanic Broadband Solutions Pty Ltd). (Perez, Alfredo) (Entered: 06/30/2020)
06/30/2020	406 (55 pgs)	Statement of Financial Affairs for Non-Individual *SpeedCast Limited (Case No. 20-32248)* (Filed By SpeedCast Limited). (Funk, Brenda) (Entered: 06/30/2020)
06/30/2020	407 (37 pgs)	Statement of Financial Affairs for Non-Individual *Cosmos Holdings Acquisition Corp. (Case No. 20-32259)* (Filed By Cosmos Holdings Acquisition Corp.). (Carlson, Clifford) (Entered: 06/30/2020)
06/30/2020	408 (37 pgs)	Statement of Financial Affairs for Non-Individual *Satellite Communications Australia Pty Ltd (Case No. 20-32252)* (Filed By Satellite Communications Australia Pty Ltd). (Perez, Alfredo) (Entered: 06/30/2020)
06/30/2020	409 (37 pgs)	Statement of Financial Affairs for Non-Individual *Evolution Communications Group Limited (Case No. 20-32271)* (Filed By Evolution Communications Group Limited). (Carlson, Clifford) (Entered: 06/30/2020)
06/30/2020	410 (31 pgs)	Statement of Financial Affairs for Non-Individual *SpeedCast Managed Services Pty Limited (Case No. 20-32254)* (Filed By SpeedCast Managed Services Pty Limited). (Funk, Brenda) (Entered: 06/30/2020)

06/30/2020	411 (39 pgs)	Statement of Financial Affairs for Non-Individual *Globecomm Europe B.V. (Case No. 20-32269)* (Filed By Globecomm Europe B.V.). (Carlson, Clifford) (Entered: 06/30/2020)
06/30/2020	412 (32 pgs)	Statement of Financial Affairs for Non-Individual *Speedcast Netherlands B.V. (Case No. 20-32272)* (Filed By Speedcast Netherlands B.V.). (Funk, Brenda) (Entered: 06/30/2020)
06/30/2020	413 (37 pgs)	Statement of Financial Affairs for Non-Individual *SpaceLink Systems II, LLC (Case No. 20-32263)* (Filed By SpaceLink Systems II, LLC). (Perez, Alfredo) (Entered: 06/30/2020)
06/30/2020	414 (43 pgs)	Statement of Financial Affairs for Non-Individual *Globecomm Network Services Corporation (Case No. 20-32260)* (Filed By Globecomm Network Services Corporation). (Carlson, Clifford) (Entered: 06/30/2020)
06/30/2020	415 (32 pgs)	Statement of Financial Affairs for Non-Individual *SpeedCast Norway AS (Case No. 20-32268)* (Filed By SpeedCast Norway AS). (Funk, Brenda) (Entered: 06/30/2020)
06/30/2020	416 (37 pgs)	Statement of Financial Affairs for Non-Individual *SpaceLink Systems, LLC (Case No. 20-32250)* (Filed By SpaceLink Systems, LLC). (Perez, Alfredo) (Entered: 06/30/2020)
06/30/2020	417 (36 pgs)	Statement of Financial Affairs for Non-Individual *HCT Acquisition, LLC (Case No. 20-32258)* (Filed By HCT Acquisition, LLC). (Carlson, Clifford) (Entered: 06/30/2020)
06/30/2020	418 (36 pgs)	Statement of Financial Affairs for Non-Individual *SpeedCast Singapore Pte. Ltd. (Case No. 20-32262)* (Filed By SpeedCast Singapore Pte. Ltd.). (Funk, Brenda) (Entered: 06/30/2020)
06/30/2020	419 (39 pgs)	Statement of Financial Affairs for Non-Individual *SpeedCast Americas, Inc. (Case No. 20-32273)* (Filed By SpeedCast Americas, Inc.). (Perez, Alfredo) (Entered: 06/30/2020)
06/30/2020	420 (29 pgs)	Statement of Financial Affairs for Non-Individual *SpeedCast UK Holdings Limited (Case No. 20-32244)* (Filed By SpeedCast UK Holdings Limited). (Funk, Brenda) (Entered: 06/30/2020)
06/30/2020	421 (31 pgs)	Statement of Financial Affairs for Non-Individual *Telaurus Communications LLC (Case No. 20-32256)* (Filed By Telaurus Communications LLC). (Funk, Brenda) (Entered: 06/30/2020)
06/30/2020	422 (37 pgs)	Statement of Financial Affairs for Non-Individual *Speedcast Canada Limited (Case No. 20-32266)* (Filed By Speedcast Canada Limited). (Carlson, Clifford) (Entered: 06/30/2020)

06/30/2020	423 (49 pgs)	Statement of Financial Affairs for Non-Individual *SpeedCast Australia Pty Limited (Case No. 20-32251)* (Filed By SpeedCast Australia Pty Limited). (Perez, Alfredo) (Entered: 06/30/2020)
06/30/2020	424 (54 pgs)	Statement of Financial Affairs for Non-Individual *SpeedCast Communications, Inc. (Case No. 20-32242)* (Filed By SpeedCast Communications, Inc.). (Carlson, Clifford) (Entered: 06/30/2020)
06/30/2020	425 (5 pgs)	Stipulation and Agreed Order Between SpeedCast Communications, Inc. and ADP TotalSource, Inc. Providing for Adequate Protection and Modifying Automatic Stay Signed on 6/30/2020 (Related document(s):281 Stipulation) (TylerLaws) (Entered: 06/30/2020)
06/30/2020	426 (4 pgs)	Order Authorizing Retention of McKool Smith PC as Conflicts Counsel for the Debtors, *Nunc Pro Tunc* to May 5, 2020 (Related Doc # 282) Signed on 6/30/2020. (TylerLaws) (Entered: 06/30/2020)
06/30/2020	427 (3 pgs)	Notice of Appearance and Request for Notice Filed by Alexander F Berk Filed by on behalf of Taikoo Place Holdings Limited (Berk, Alexander) (Entered: 06/30/2020)
06/30/2020	428 (1 pg)	Record Transmitted under Rule 8010(b). On 6/30/2020, the appeal was transmitted to the U.S. District Court, assigned Judge Lee H. Rosenthal, Civil Action 4:20-cv-1970. All appellate filings must now be made in the United States District Court with the civil action caption and case number. (Related document(s):276 Notice of Appeal) (ShoshanaArnow) (Entered: 06/30/2020)
06/30/2020	429 (3 pgs)	Notice of Appearance and Request for Notice Filed by Karol K Denniston Filed by on behalf of ITC Global, Panasonic Avionics Corporation (Denniston, Karol) (Entered: 06/30/2020)
06/30/2020	430 (83 pgs; 3 docs)	Agreed Order and Certificate of Counsel (Filed By SpeedCast International Limited).(Related document(s):17 Emergency Motion) (Attachments: # 1 Exhibit A - Proposed Order # 2 Exhibit B - Blackline) (Perez, Alfredo) (Entered: 06/30/2020)
06/30/2020	431 (19 pgs; 3 docs)	Certificate of No Objection *to Debtors' Application for Entry of an Order Authorizing the Debtors and Debtors in Possession to Retain and Employ KPMG LLP to Provide Tax Consulting Services, Effective as of May 7, 2020* (Filed By SpeedCast International Limited).(Related document(s):284 Generic Application) (Attachments: # 1 Exhibit A - Proposed Final Order # 2 Exhibit B - Blackline) (Perez, Alfredo) (Entered: 06/30/2020)

07/01/2020	432 (28 pgs; 3 docs)	Motion *of Debtors for Entry of an Order Authorizing Debtors to Enter Into Material Contract With Intelsat US LLC Nunc Pro Tunc to June 30, 2020* Filed by Debtor SpeedCast International Limited (Attachments: # 1 Exhibits A and B # 2 Exhibit C - Proposed Order) (Perez, Alfredo) (Entered: 07/01/2020)
07/01/2020	433 (8 pgs)	Sealed Document / *Exhibit A to Motion of Debtors for Entry of an Order Authorizing Debtors to Enter Into Material Contract With Intelsat US LLC Nunc Pro Tunc to June 30, 2020* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 07/01/2020)
07/01/2020	434 (11 pgs; 2 docs)	Motion *of Debtors for Entry of an Order Authorizing Debtors to File Material Contract With Intelsat US LLC Under Seal* Filed by Debtor SpeedCast International Limited (Attachments: # 1 Exhibit A - Proposed Order) (Perez, Alfredo) (Entered: 07/01/2020)
07/01/2020	435 (55 pgs)	Final Order Establishing Notification Procedures and Approving Restrictions on Certain Transfers of Interests in, and Claims Against, the Debtors and Claims of Certain Worthless Stock (Related Doc # 17) Signed on 7/1/2020. (TylerLaws) (Entered: 07/01/2020)
07/01/2020	436 (17 pgs; 3 docs)	Notice *of No Objection*. (Related document(s):295 Application to Employ) Filed by The Official Committee of Unsecured Creditors (Attachments: # 1 Exhibit A # 2 Exhibit B) (Million, Timothy) (Entered: 07/01/2020)
07/01/2020	437 (3 pgs)	Agenda for Hearing on 7/2/2020 (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 07/01/2020)
07/01/2020	438 (7 pgs)	Order Authorizing the Debtors and Debtors in Possession to Retain and Employ KPMG LLP to Provide Tax Consulting Services, Effective as of May 7, 2020 (Related Doc # 284) Signed on 7/1/2020. (TylerLaws) (Entered: 07/01/2020)
07/01/2020	439 (4 pgs)	Order to Supplement, Signed on 7/1/2020 (Related document (s):347 Emergency Motion) (LinhthuDo) (Entered: 07/01/2020)
	440 (19 pgs; 3 docs)	Certificate of No Objection *to Debtors' Application for Entry of an Order (A) Authorizing the Employment and Retention of (I) Moelis Australia Advisory Pty Ltd and (II) Moelis & Company LLC as Its Investment Bankers and Financial Advisors for the Debtors, Effective as of the Petition Date; and (B) Granting Related Relief* (Filed By SpeedCast International Limited).(Related document(s):258 Generic Application) (Attachments: # 1 Exhibit A - Proposed Final Order # 2 Exhibit B - Blackline) (Perez, Alfredo) (Entered:

07/01/2020		07/01/2020)
07/01/2020	441 (14 pgs)	Debtor-In-Possession Monthly Operating Report for Filing Period April - May 2020 (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 07/01/2020)
07/01/2020	442 (2 pgs)	Notice *of Cancellation of Hearing*. (Related document(s):347 Emergency Motion) Filed by The Official Committee of Unsecured Creditors (Million, Timothy) (Entered: 07/01/2020)
07/01/2020	443 (11 pgs)	BNC Certificate of Mailing. (Related document(s):355 Order on Generic Application) No. of Notices: 49. Notice Date 07/01/2020. (Admin.) (Entered: 07/01/2020)
07/01/2020	444 (24 pgs)	BNC Certificate of Mailing. (Related document(s):356 Generic Order) No. of Notices: 49. Notice Date 07/01/2020. (Admin.) (Entered: 07/01/2020)
07/01/2020	445 (9 pgs)	BNC Certificate of Mailing. (Related document(s):357 Order on Generic Application) No. of Notices: 49. Notice Date 07/01/2020. (Admin.) (Entered: 07/01/2020)
07/02/2020	446 (7 pgs)	Order Granting Debtors' Application (A) Authorizing the Employment and Retention of (I) Moelis Australia Advisory Pty Ltd and (II) Moelis & Company LLC as Investment Bankers and Financial Advisors for the Debtors, Effective as of the Petition Date; (B) Waiving and Modifying Certain Time-Keeping Requirements; and (C) Granting Related Relief (Related Doc # 258) Signed on 7/2/2020. (TylerLaws) (Entered: 07/02/2020)
07/02/2020		Notice of Reset of Meeting of Creditors *Meeting will be conducted by Teleconference. The dial in number is 866-707-5468. The participant passcode is 6166997.* 341(a) meeting to be held on 8/13/2020 at 04:00 PM at US Trustee Houston Teleconference. (Statham, Stephen) (Entered: 07/02/2020)
07/02/2020	447 (4 pgs)	Stipulation By SpeedCast International Limited and United States Trustee. Does this document include an agreed order or otherwise request that the judge sign a document? Yes. (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 07/02/2020)
07/02/2020	448 (2 pgs)	Declaration re: */ Declaration and Disclosure Statement of Eugenio Hernandez, on Behalf of ARHMF LLP* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 07/02/2020)
	449 (2 pgs)	Declaration re: */ Declaration and Disclosure Statement of Grant Buchanan on Behalf of McCarthy Tetrault LLP* (Filed

07/02/2020		By SpeedCast International Limited). (Perez, Alfredo) (Entered: 07/02/2020)
07/02/2020	450 (2 pgs)	Declaration re: / *Declaration and Disclosure Statement of Duncan Tague on Behalf of Shepherd and Wedderburn LLP* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 07/02/2020)
07/02/2020	451 (2 pgs)	Declaration re: / *Declaration and Disclosure Statement of Barry Joseph Yen on Behalf of So Keung Yip & Sin* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 07/02/2020)
07/02/2020	452 (8 pgs)	BNC Certificate of Mailing. (Related document(s):425 Generic Order) No. of Notices: 49. Notice Date 07/02/2020. (Admin.) (Entered: 07/02/2020)
07/02/2020	453 (7 pgs)	BNC Certificate of Mailing. (Related document(s):426 Order on Generic Application) No. of Notices: 49. Notice Date 07/02/2020. (Admin.) (Entered: 07/02/2020)
07/03/2020	454 (44 pgs; 3 docs)	Certificate of No Objection *to Motion of Debtors for Order (I) Establishing Deadline to File Proofs of Claim and (II) Approving Form and Manner of Notice Thereof* (Filed By SpeedCast International Limited).(Related document(s):301 Generic Motion) (Attachments: # 1 Exhibit A - Proposed Order # 2 Exhibit B - Blackline) (Perez, Alfredo) (Entered: 07/03/2020)
07/03/2020	455 (2 pgs)	Declaration re: / *Declaration and Disclosure Statement of Kimberly Harle on Behalf of Blake, Cassels & Graydon LLP* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 07/03/2020)
07/03/2020	456 (8 pgs)	Debtors Master Service List (Filed By Kurtzman Carson Consultants LLC). (Gershbein, Evan) (Entered: 07/03/2020)
07/03/2020	457 (58 pgs)	BNC Certificate of Mailing. (Related document(s):435 Order on Emergency Motion) No. of Notices: 49. Notice Date 07/03/2020. (Admin.) (Entered: 07/03/2020)
07/03/2020	458 (13 pgs)	BNC Certificate of Mailing. (Related document(s):438 Order on Generic Application) No. of Notices: 49. Notice Date 07/03/2020. (Admin.) (Entered: 07/03/2020)
07/03/2020	459 (7 pgs)	BNC Certificate of Mailing. (Related document(s):439 Generic Order) No. of Notices: 49. Notice Date 07/03/2020. (Admin.) (Entered: 07/03/2020)
	460 (10 pgs)	BNC Certificate of Mailing. (Related document(s):446 Order on Generic Application) No. of Notices: 49. Notice Date

07/04/2020		07/04/2020. (Admin.) (Entered: 07/04/2020)
07/06/2020	461 (5 pgs)	Order Authorizing the Retention of Hogan Lovells LLP as Counsel to the Committee, Effective as of May 8, 2020 (Related Doc # 295) Signed on 7/6/2020. (TylerLaws) (Entered: 07/06/2020)
07/06/2020	462 (4 pgs)	Stipulation and Agreed Order Regarding Debtors' Compliance with Section 345(b) of the Bankruptcy Code Signed on 7/6/2020 (Related document(s):447 Stipulation) (TylerLaws) (Entered: 07/06/2020)
07/06/2020	463 (25 pgs)	Order (I) Establishing Deadline to File Proofs of Claim; and (II) Approving Form and Manner of Notice Thereof (Related Doc # 301) Signed on 7/6/2020. (TylerLaws) (Entered: 07/06/2020)
07/06/2020	464 (3 pgs)	Proposed Order RE: *Authorizing the Official Committee of Unsecured Creditors to Utilize Kurtzman Cason Consultants LLC as Its Noticing Agent* (Filed By The Official Committee of Unsecured Creditors).(Related document(s):347 Emergency Motion) (Million, Timothy) (Entered: 07/06/2020)
07/06/2020	465 (3 pgs)	Order Authorizing the Official Committee of Unsecured Creditors to Utilize Kurtzman Carson Consultants LLC as its Noticing Agent (Related Doc # 347) Signed on 7/6/2020. (TylerLaws) (Entered: 07/06/2020)
07/07/2020	466 (1 pg)	Motion to Appear pro hac vice . Filed by Creditor Telesat International Limited (Graber, Garry) (Entered: 07/07/2020)
07/07/2020	467 (1 pg)	Motion to Appear pro hac vice . Filed by Creditor Telesat Canada (Graber, Garry) (Entered: 07/07/2020)
07/07/2020	468 (1 pg)	Motion to Appear pro hac vice . Filed by Creditor Telesat Network Services, Inc. (Graber, Garry) (Entered: 07/07/2020)
07/07/2020	469 (2 pgs)	Notice of Appearance and Request for Notice Filed by Joseph G Epstein Filed by on behalf of Tampnet, Inc. (Epstein, Joseph) (Entered: 07/07/2020)
07/08/2020	470 (11 pgs)	BNC Certificate of Mailing. (Related document(s):461 Order on Application to Employ) No. of Notices: 49. Notice Date 07/08/2020. (Admin.) (Entered: 07/08/2020)
07/08/2020	471 (7 pgs)	BNC Certificate of Mailing. (Related document(s):462 Generic Order) No. of Notices: 49. Notice Date 07/08/2020. (Admin.) (Entered: 07/08/2020)
	472	BNC Certificate of Mailing. (Related document(s):463

07/08/2020	(28 pgs)	Generic Order) No. of Notices: 49. Notice Date 07/08/2020. (Admin.) (Entered: 07/08/2020)
07/08/2020	473 (9 pgs)	BNC Certificate of Mailing. (Related document(s):465 Order on Emergency Motion) No. of Notices: 49. Notice Date 07/08/2020. (Admin.) (Entered: 07/08/2020)
07/09/2020	474 (34 pgs)	Certificate *of Service re: Documents Served on June 29, 2020* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):354 Notice, 355 Order on Generic Application, 356 Generic Order, 357 Order on Generic Application) (Gershbein, Evan) (Entered: 07/09/2020)
07/09/2020	475 (11 pgs)	Certificate *of Service re: Stipulation and Agreed Order Between SpeedCast Communications Inc. and ADP TotalSource, Inc. Providing for Adequate Protection and Modifying Automatic Stay* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):425 Generic Order) (Gershbein, Evan) (Entered: 07/09/2020)
07/09/2020	476 (27 pgs)	Certificate *of Service re: 1) Final Order Establishing Notification Procedures and Approving Restrictions on Certain Transfers of Interests in, and Claims Against, the Debtors and Claims of Certain Worthless Stock Deductions; and 2) Order Authorizing the Debtors and Debtors in Possession to Retain and Employ KPMG LLP to Provide Tax Consulting Services, Effective as of May 7, 2020* (Filed By Kurtzman Carson Consultants LLC).(Related document (s):435 Order on Emergency Motion, 438 Order on Generic Application) (Gershbein, Evan) (Entered: 07/09/2020)
07/09/2020	477 (31 pgs)	Certificate *of Service re: Documents Served on July 3, 2020* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):435 Order on Emergency Motion, 448 Declaration, 449 Declaration, 450 Declaration, 451 Declaration, 455 Declaration) (Gershbein, Evan) (Entered: 07/09/2020)
07/10/2020	478 (1 pg)	Order Granting Motion to Appear *pro hac vice* (Related Doc # 466) Signed on 7/10/2020. (TylerLaws) (Entered: 07/10/2020)
07/10/2020	479 (1 pg)	Order Granting Motion to Appear *pro hac vice* (Related Doc # 467) Signed on 7/10/2020. (TylerLaws) (Entered: 07/10/2020)
07/10/2020	480 (1 pg)	Order Granting Motion to Appear *pro hac vice* (Related Doc # 468) Signed on 7/10/2020. (TylerLaws) (Entered: 07/10/2020)
	481 (11 pgs)	Declaration re: *First Supplemental Declaration of Randall A. Rios In Support of Application to Employ Husch Blackwell LLP* (Filed By The Official Committee of Unsecured Creditors).(Related document(s):322 Application to Employ)

07/10/2020		(Million, Timothy) (Entered: 07/10/2020)
07/10/2020	482 (4 pgs)	Declaration re: *First Supplemental Declaration of Christopher J. Kearns in Support of Application to Employ Berkeley Research Group, LLC* (Filed By The Official Committee of Unsecured Creditors).(Related document(s):323 Application to Employ) (Million, Timothy) (Entered: 07/10/2020)
07/10/2020	483 (6 pgs)	Proposed Order RE: *on Application to Employ Berkeley Research Group, LLC* (Filed By The Official Committee of Unsecured Creditors).(Related document(s):323 Application to Employ) (Million, Timothy) (Entered: 07/10/2020)
07/10/2020	484 (9 pgs)	Declaration re: *First Supplemental Declaration of David P. Simonds in Support of Application to Employ Hogan Lovells US LLP* (Filed By The Official Committee of Unsecured Creditors).(Related document(s):461 Order on Application to Employ) (Million, Timothy) (Entered: 07/10/2020)
07/12/2020	485 (4 pgs)	BNC Certificate of Mailing. (Related document(s):478 Order on Motion to Appear pro hac vice) No. of Notices: 53. Notice Date 07/12/2020. (Admin.) (Entered: 07/12/2020)
07/12/2020	486 (4 pgs)	BNC Certificate of Mailing. (Related document(s):479 Order on Motion to Appear pro hac vice) No. of Notices: 53. Notice Date 07/12/2020. (Admin.) (Entered: 07/12/2020)
07/12/2020	487 (4 pgs)	BNC Certificate of Mailing. (Related document(s):480 Order on Motion to Appear pro hac vice) No. of Notices: 53. Notice Date 07/12/2020. (Admin.) (Entered: 07/12/2020)
07/13/2020	488 (3 pgs)	Statement *Verified Statement Concerning Representation of Multiple Creditors Pursuant to Fed.R.Civ.P. 2019(a)* (Filed By Telesat Canada, Telesat International Limited, Telesat Network Services, Inc.). (Graber, Garry) (Entered: 07/13/2020)
07/14/2020	489 (2 pgs)	Declaration re: */ Declaration and Disclosure Statement of Gareth Huw Thomas, on Behalf of Herbert Smith Freehills, a Hong Kong Partnership* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 07/14/2020)
07/14/2020	490 (2 pgs)	Declaration re: */ Declaration and Disclosure Statement of Matthew A. Brill, on Behalf of Latham & Watkins LLP* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 07/14/2020)
07/14/2020	491 (2 pgs)	Declaration re: */ Declaration and Disclosure Statement of Julia Hanft on Behalf of Law Offices of Julia Hanft* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 07/14/2020)

07/14/2020	492 (2 pgs)	Declaration re: */ Declaration and Disclosure Statement of Raj Batra, on Behalf of OCR Services, Inc.* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 07/14/2020)
07/14/2020	493 (2 pgs)	Declaration re: */ Declaration and Disclosure Statement of Andreas Pantelakis, on Behalf of Pantelakis Skaltsas Law Firm* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 07/14/2020)
07/14/2020	494 (8 pgs; 2 docs)	Certificate of No Objection *to Nunc Pro Tunc Application for Order Authorizing the Retention of Husch* (Filed By The Official Committee of Unsecured Creditors). (Attachments: # 1 Proposed Order) (Rios, Randall) Related document(s):322 Application to Employ Husch Blackwell LLP. Modified on 7/15/2020 (LinhthuDo). (Entered: 07/14/2020)
07/14/2020	495 (17 pgs; 3 docs)	* Withdrawn * Emergency Motion *Inmarsat Global Limited, Inmarsat Inc., Inmarsat Solutions (US) Inc., Inmarsat Solutions (Canada) Inc., Inmarsat Solutions AS Norway, and Inmarsat Solutions B.V.s Emergency Application for an Order (A) Allowing Administrative Expense Claim, and (B) Compelling Immediate Payment* Filed by Creditor Inmarsat Global Limited Hearing scheduled for 7/20/2020 at 09:00 AM, by telephone and video conference. (Attachments: # 1 Exhibit Declaration # 2 Proposed Order) (Bruner, Robert) Modified on 7/14/2020 (LinhthuDo). Modified on 7/16/2020 (LinhthuDo). (Entered: 07/14/2020)
07/14/2020	496 (1 pg)	Notice of Video Platform Upgrade. Effective August 1, 2020, the Court will utilize GoToMeeting for all video hearings. See attached. (LinhthuDo) (Entered: 07/14/2020)
07/15/2020	497 (4 pgs)	Order Authorizing *Nunc Pro Tunc* Employment and Retention of Husch Blackwell LLP as Co-Counsel and Conflicts Counsel for the Official Committee of Unsecured Creditors of Speedcast International Limited, *et al.* (Related Doc # 322) Signed on 7/15/2020. (TylerLaws) (Entered: 07/15/2020)
07/16/2020	498 (3 pgs)	Notice *Notice of Withdrawal of Emergency Application*. (Related document(s):495 Emergency Motion) Filed by Inmarsat Global Limited (Bruner, Robert) (Entered: 07/16/2020)
07/16/2020		(private) Motion 495 terminated. (LinhthuDo) (Entered: 07/16/2020)
07/16/2020	499 (3 pgs)	Declaration re: *of Advokatfirmaet Bahr as Foreign Counsel to the Official Committee of Unsecured Creditors* (Filed By The Official Committee of Unsecured Creditors).(Related document(s):461 Order on Application to Employ) (Million, Timothy) (Entered: 07/16/2020)

07/16/2020	500 (3 pgs)	Declaration re: *of Brodies LLP as Foreign Counsel to The Official Committee of Unsecured Creditors* (Filed By The Official Committee of Unsecured Creditors).(Related document(s):461 Order on Application to Employ) (Million, Timothy) (Entered: 07/16/2020)
07/16/2020	501 (3 pgs)	Declaration re: *of Stocche, Forbes, Filizzola, Clapis, Passaro E Meyer Sociedade De Advogados as Foreign Counsel to The Official Committee of Unsecured Creditors* (Filed By The Official Committee of Unsecured Creditors).(Related document(s):461 Order on Application to Employ) (Million, Timothy) (Entered: 07/16/2020)
07/17/2020	502 (5 pgs)	Stipulation By SpeedCast International Limited and HPS Investment Partners, LLC. Does this document include an agreed order or otherwise request that the judge sign a document? Yes. (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 07/17/2020)
07/17/2020	503 (7 pgs)	Debtors Master Service List (Filed By Kurtzman Carson Consultants LLC). (Gershbein, Evan) (Entered: 07/17/2020)
07/17/2020	504 (10 pgs)	BNC Certificate of Mailing. (Related document(s):497 Order on Application to Employ) No. of Notices: 53. Notice Date 07/17/2020. (Admin.) (Entered: 07/17/2020)
07/21/2020	505 (18 pgs)	Certificate of No Objection *to Application of Official Committee of Unsecured Creditors for Entry of Order Authorizing Retention of Berkeley Research Group, LLC As Financial Advisor, Effective as of May 9, 2020* (Filed By The Official Committee of Unsecured Creditors). (Rios, Randall) (Entered: 07/21/2020)
07/21/2020	506 (7 pgs)	Statement *Verified Statement of Official Committee of Unsecured Creditors Pursuant to Bankruptcy Rule 2019* (Filed By The Official Committee of Unsecured Creditors). (Rios, Randall) (Entered: 07/21/2020)
07/21/2020	507 (2 pgs)	Declaration re: */ Declaration and Disclosure Statement of Alexander Michael Regan, on Behalf of DLA Piper Australia* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 07/21/2020)
07/21/2020	508 (2 pgs)	Declaration re: */ Declaration and Disclosure Statement of Marcos Georgiades, on Behalf of Georgiades & Pelides LLC* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 07/21/2020)
	509 (2 pgs)	Declaration re: */ Declaration and Disclosure Statement of Anastasia Debby Sulaiman, on Behalf of Hiswara Bunjamin & Tandjung* (Filed By SpeedCast International Limited). (Perez,

07/21/2020		Alfredo) (Entered: 07/21/2020)
07/21/2020	510 (2 pgs)	Declaration re: / *Declaration and Disclosure Statement of Adriano Schnur Gabriel Ferreira, on Behalf of Machado, Meyer, Sendacz E Opice* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 07/21/2020)
07/21/2020	511 (2 pgs)	Declaration re: / *Declaration and Disclosure Statement of Mercure Finances SAS* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 07/21/2020)
07/21/2020	512 (2 pgs)	Declaration re: / *Declaration and Disclosure Statement of Tania Cascais, on Behalf of Miranda & Associados - Sociedade de Advogados, SP, RL* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 07/21/2020)
07/21/2020	513 (2 pgs)	Declaration re: / *Declaration and Disclosure Statement of Catarina Cunha E Tavora, on Behalf of Miranda Alliance STP SA* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 07/21/2020)
07/21/2020	514 (2 pgs)	Declaration re: / *Declaration and Disclosure Statement of Ban Leong, Oo, on Behalf of Prolegis LLC* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 07/21/2020)
07/21/2020	515 (2 pgs)	Declaration re: / *Declaration and Disclosure Statement of Peter Anthony Douglas Teare, on Behalf of Reed Smith LLP* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 07/21/2020)
07/21/2020	516 (2 pgs)	Declaration re: / *Declaration and Disclosure Statement of Ross Spence, on Behalf of Snow Spence Green, LLP* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 07/21/2020)
07/21/2020	517 (2 pgs)	Declaration re: / *Declaration and Disclosure Statement of Joao Amaral, on Behalf of Solege, SL* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 07/21/2020)
07/21/2020	518 (2 pgs)	Declaration re: / *Declaration and Disclosure Statement of Vistra Trust Company Limited, on Behalf of Vistra Trust Company Limited* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 07/21/2020)
07/22/2020	519 (1 pg)	Order to Amend Signed on 7/22/2020 (Related document (s):505 Certificate of No Objection) (TylerLaws) (Entered: 07/22/2020)

07/22/2020	520 (6 pgs; 2 docs)	Certificate of No Objection *to Motion of Debtors for Entry of an Order Authorizing Rejection of Executory Contract Between Debtors and Telesat Network Services, Inc. Nunc Pro Tunc to June 26, 2020* (Filed By SpeedCast International Limited).(Related document(s):348 Motion to Reject Lease or Executory Contract) (Attachments: # 1 Exhibit A - Proposed Final Order) (Perez, Alfredo) (Entered: 07/22/2020)
07/23/2020	521 (16 pgs; 3 docs)	Certificate of No Objection *(Amended) to Application for Entry of an Order Authorizing the Retention and Employment of Berkeley Research Group, LLC as Financial Advisor to the Official Committee of Unsecured Creditors Nunc Pro Tunc to May 9, 2020* (Filed By The Official Committee of Unsecured Creditors).(Related document(s):323 Application to Employ) (Attachments: # 1 Proposed Order # 2 Exhibit B Redlined Order) (Rios, Randall) (Entered: 07/23/2020)
07/23/2020	522 (3 pgs)	Order Authorizing Rejection of Executory Contract Between Debtors and Telesat Network Services, Inc. *Nunc Pro Tunc* to June 26, 2020 (Related Doc # 348) Signed on 7/23/2020. (TylerLaws) (Entered: 07/23/2020)
07/23/2020	523 (3 pgs)	Order Authorizing Debtors to File Material Contract with Intelsat US LLC Under Seal (Related Doc # 434) Signed on 7/23/2020. (TylerLaws) (Entered: 07/23/2020)
07/23/2020	524 (2 pgs)	AO 435 TRANSCRIPT ORDER FORM (Daily (24 hours)) by Matthew Whitaker. This is to order a transcript of Telephonic Hearing held on 5/20/20 before Judge Marvin P. Isgur. Court Reporter/Transcriber: Access Transcripts. (than) Copy request for 5.20.2020 forwarded to Judicial Transcribers of Texas on July 24, 2020. Hearing on 4.28.2020 electronically forwarded to Access Transcripts, LLC on July 24, 2020. Estimated completion date for both request: July 25, 2020. Modified on 7/24/2020 (ClaudiaGutierrez). (Entered: 07/23/2020)
07/23/2020	525 (1322 pgs)	Certificate *of Service re: Order (I) Establishing Deadline to File Proofs of Claim; and (II) Approving Form and Manner of Notice Thereof* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):463 Generic Order) (Gershbein, Evan) (Entered: 07/23/2020)
07/24/2020	526 (2 pgs)	AO 435 TRANSCRIPT ORDER FORM (Daily (24 hours)) by Matthew Whitaker. This is to order a transcript of Hearings on April 28, 2020 and May 14, 2020 before Judge Marvin P. Isgur. Court Reporter/Transcriber: Veritext Legal Solutions. (JenniferOlson) Copy request for 5-20-2020 forwarded to Judicial Transcribers of Texas on July 24, 2020. Copy request for 4-28-2020 forwarded to Access Transcripts, LLC on July 24, 2020. Hearing for 5-14-2020 could not be transcribed because there was no hearing on 05-14-2020. Modified on 7/24/2020 (ClaudiaGutierrez). (Entered: 07/24/2020)

07/24/2020	527 (2 pgs)	Declaration re: / *Declaration and Disclosure Statement of Ellen Teresa Heyerdahl, on Behalf of Advokatfirmaet Thommessen AS* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 07/24/2020)
07/24/2020	528 (2 pgs)	Declaration re: / *Declaration and Disclosure Statement of Jegatheswaren Ponnudurai, on Behalf of Badami SDN BHD* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 07/24/2020)
07/24/2020	529 (2 pgs)	Declaration re: / *Declaration and Disclosure Statement of David Michael Popkin on Behalf of Campbells* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 07/24/2020)
07/24/2020	530 (2 pgs)	Declaration re: / *Declaration and Disclosure Statement of Agaisha Ibrasheva, on Behalf of Deloitte TCF LLP* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 07/24/2020)
07/24/2020	531 (2 pgs)	Declaration re: / *Declaration and Disclosure Statement of Foley & Lardner LLP* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 07/24/2020)
07/24/2020	532 (2 pgs)	Declaration re: / *Declaration and Disclosure Statement of Dimitrios Papadimitriou, on Behalf of Global Advisory Tax Solutions S.A.* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 07/24/2020)
07/24/2020	533 (3 pgs)	Declaration re: / *Declaration and Disclosure Statement of Yash A. Rana on Behalf of Goodwin Procter LLP* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 07/24/2020)
07/24/2020	534 (2 pgs)	Declaration re: / *Declaration and Disclosure Statement on Behalf of Hutcheon Mearns* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 07/24/2020)
07/24/2020	535 (2 pgs)	Declaration re: / *Declaration and Disclosure Statement of Christopher T. Whelen, on Behalf of Irwin, Fritchie, Urquhart & Moore, LLC* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 07/24/2020)
07/24/2020	536 (2 pgs)	Declaration re: / *Declaration and Disclosure Statement of Vincent Vroom, on Behalf of Loyens & Loeff N.V.* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 07/24/2020)
	537 (2 pgs)	Declaration re: / *Declaration and Disclosure Statement of Rachel Oliver, on Behalf of Osprey Technical Consulting Limited* (Filed By SpeedCast International Limited). (Perez,

07/24/2020		Alfredo) (Entered: 07/24/2020)
07/24/2020	538 (2 pgs)	Declaration re: */ Declaration and Disclosure Statement of Heather Beardmore, on Behalf of SDG Group UK&I Ltd* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 07/24/2020)
07/24/2020	539 (4 pgs)	BNC Certificate of Mailing. (Related document(s):519 Generic Order) No. of Notices: 53. Notice Date 07/24/2020. (Admin.) (Entered: 07/24/2020)
07/25/2020	540 (6 pgs)	BNC Certificate of Mailing. (Related document(s):522 Order on Motion to Reject Lease or Executory Contract) No. of Notices: 53. Notice Date 07/25/2020. (Admin.) (Entered: 07/25/2020)
07/25/2020	541 (6 pgs)	BNC Certificate of Mailing. (Related document(s):523 Generic Order) No. of Notices: 53. Notice Date 07/25/2020. (Admin.) (Entered: 07/25/2020)
07/26/2020	542 (2 pgs)	Declaration re: */ Declaration and Disclosure Statement of Thomas Jones on Behalf of Bird & Bird LLP* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 07/26/2020)
07/26/2020	543 (7 pgs; 2 docs)	Certificate of No Objection *to Motion of Debtors for Entry of an Order Authorizing Debtors to Enter Into Material Contract with Intelsat US LLC Nunc Pro Tunc to June 30, 2020* (Filed By SpeedCast International Limited). (Attachments: # 1 Exhibit A - Proposed Order) (Perez, Alfredo) (Entered: 07/26/2020)
07/27/2020	544 (6 pgs)	Order Authorizing Official Committee of Unsecured Creditors to Employ Berkeley Research Group, LLC as Financial Advisor (Related Doc # 323) Signed on 7/27/2020. (TylerLaws) (Entered: 07/27/2020)
07/27/2020	545 (3 pgs)	Order Authorizing Debtors to Enter into Material Contract with Intelsat US LLC (Related Doc # 432) Signed on 7/27/2020. (TylerLaws) (Entered: 07/27/2020)
07/27/2020	546 (4 pgs)	Notice of Appearance and Request for Notice Filed by Winstol Dean Carter Jr. Filed by on behalf of nbn co limited (Carter, Winstol) (Entered: 07/27/2020)
07/27/2020	547 (1 pg)	Motion to Appear pro hac vice *for David L. Lawton*. Filed by Creditor nbn co limited (Carter, Winstol) (Entered: 07/27/2020)
	548 (6 pgs)	Certificate *of Service re: Documents Served on July 14, 2020* (Filed By Kurtzman Carson Consultants LLC).(Related

07/27/2020		document(s):489 Declaration, 490 Declaration, 491 Declaration, 492 Declaration, 493 Declaration) (Gershbein, Evan) (Entered: 07/27/2020)
07/27/2020	549 (6 pgs)	Certificate *of Service re: Documents Served on July 21, 2020* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):507 Declaration, 508 Declaration, 509 Declaration, 510 Declaration, 511 Declaration, 512 Declaration, 513 Declaration, 514 Declaration, 515 Declaration, 516 Declaration, 517 Declaration, 518 Declaration) (Gershbein, Evan) (Entered: 07/27/2020)
07/27/2020	550 (6 pgs)	Certificate *of Service re: Documents Served on July 24, 2020* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):527 Declaration, 528 Declaration, 529 Declaration, 530 Declaration, 531 Declaration, 532 Declaration, 533 Declaration, 534 Declaration, 535 Declaration, 536 Declaration, 537 Declaration, 538 Declaration) (Gershbein, Evan) (Entered: 07/27/2020)
07/28/2020	551 (1 pg)	Order Granting Motion to Appear *pro hac vice* - David L. Lawton (Related Doc # 547) Signed on 7/28/2020. (TylerLaws) (Entered: 07/28/2020)
07/28/2020	552 (11 pgs)	Transcript RE: Emergency Motion of Debtors for Entry of Interim and Final Orders Establishing Notification Procedures and Approving Restrictions on Certain Transfers of Interest in, and Claims Against, the Debtors and Claims of Certain Worthless Stock Deductions held on 04/28/2020 before Judge Marvin P. Isgur. Transcript is available for viewing in the Clerk's Office. Filed by Transcript access will be restricted through 10/26/2020. (AccessTranscripts) (Entered: 07/28/2020)
07/29/2020	553 (1 pg)	Notice of Filing of Official Transcript as to 552 Transcript. Parties notified (Related document(s):552 Transcript) (JenniferOlson) (Entered: 07/29/2020)
07/29/2020	554 (7 pgs)	Certificate *of Service re: 1) Declaration of Advokatfirmaet Bahr as Foreign Counsel to the Official Committee of Unsecured Creditors; 2) Declaration of Brodies LLP as Foreign Counsel to the Official Committee of Unsecured Creditors; and 3) Declaration of Stocche, Forbes, Filizzola, Clpis, Passaro e Meyer Sociedade De Advogados as Foreign Counsel to the Official Committee of Unsecured Creditors* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):499 Declaration, 500 Declaration, 501 Declaration) (Gershbein, Evan) (Entered: 07/29/2020)
	555 (3 pgs)	Certificate *of Service re: Order Authorizing Rejection of Executory Contract Between Debtors and Telesat Network Services, Inc. Nunc Pro Tunc to June 26, 2020* (Filed By

07/29/2020		Kurtzman Carson Consultants LLC).(Related document(s):522 Order on Motion to Reject Lease or Executory Contract) (Gershbein, Evan) (Entered: 07/29/2020)
07/29/2020	556 (9 pgs)	BNC Certificate of Mailing. (Related document(s):544 Order on Application to Employ) No. of Notices: 53. Notice Date 07/29/2020. (Admin.) (Entered: 07/29/2020)
07/29/2020	557 (6 pgs)	BNC Certificate of Mailing. (Related document(s):545 Generic Order) No. of Notices: 53. Notice Date 07/29/2020. (Admin.) (Entered: 07/29/2020)
07/30/2020	558 (2 pgs)	Declaration re: */ Declaration and Disclosure Statement of Julie Costa on Behalf of Allens* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 07/30/2020)
07/30/2020	559 (2 pgs)	Declaration re: */ Declaration and Disclosure Statement of Brian Edward Greenacre, on Behalf of BDO East Coast Partnership* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 07/30/2020)
07/30/2020	560 (2 pgs)	Declaration re: */ Declaration and Disclosure Statement of Fiona Elizabeth Neilson, on Behalf of Harper Macleod LLP* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 07/30/2020)
07/30/2020	561 (2 pgs)	Declaration re: */ Declaration and Disclosure Statement of Matt A. Kornhauser, on Behalf of Hoover Slovacek, LLP* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 07/30/2020)
07/30/2020	562 (2 pgs)	Declaration re: */ Declaration and Disclosure Statement of Ordinary Course Professional, on Behalf of Mazars Consulting Co., Ltd Beijing Branch* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 07/30/2020)
07/30/2020	563 (2 pgs)	Declaration re: */ Declaration and Disclosure Statement of Christine McKinney, on Behalf of Newland Chase, Inc.* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 07/30/2020)
07/30/2020	564 (2 pgs)	Declaration re: */ Declaration and Disclosure Statement of Rachel Oliver, on Behalf of Osprey Technical Consulting Limited* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 07/30/2020)
	565 (2 pgs)	Declaration re: */ Declaration and Disclosure Statement of Speedcast Ecuador S.A., on Behalf of Perez Bustamante & Ponce Abogados CIA. LTDA.* (Filed By SpeedCast

07/30/2020		International Limited). (Perez, Alfredo) (Entered: 07/30/2020)
07/30/2020	566 (2 pgs)	Declaration re: / *Declaration and Disclosure Statement of Frederick R. Sampliner-President, on Behalf of S.S. Sampliner & Co., Inc.* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 07/30/2020)
07/30/2020	567 (2 pgs)	Declaration re: / *Declaration and Disclosure Statement of TCLI Support Services, on Behalf of Technology Consulting Labs, Inc.* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 07/30/2020)
07/30/2020	568 (4 pgs)	Statement / *First Quarterly Report of Fees and Expenses Paid to Ordinary Course Professionals for the Period Beginning April 23, 2020 and Ending June 30, 2020* (Filed By SpeedCast International Limited).(Related document(s):356 Generic Order) (Perez, Alfredo) (Entered: 07/30/2020)
07/30/2020	569 (4 pgs)	BNC Certificate of Mailing. (Related document(s):551 Order on Motion to Appear pro hac vice) No. of Notices: 53. Notice Date 07/30/2020. (Admin.) (Entered: 07/30/2020)
07/31/2020	570 (4 pgs)	BNC Certificate of Mailing. (Related document(s):553 Notice of Filing of Official Transcript (Form)) No. of Notices: 53. Notice Date 07/31/2020. (Admin.) (Entered: 07/31/2020)
08/03/2020	571 (5 pgs)	Stipulation and Agreed Order Granting Limited Relief from the Automatic Stay on Arbitration Proceeding Signed on 8/3/2020 (Related document(s):502 Stipulation) (TylerLaws) (Entered: 08/03/2020)
08/04/2020	572 (3 pgs)	Certificate *of Service re: Order (I) Establishing Deadline to File Proofs of Claim; and (II) Approving Form and Manner of Notice Thereof* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):463 Generic Order) (Gershbein, Evan) (Entered: 08/04/2020)
08/04/2020	573 (2 pgs)	Declaration re: / *Declaration and Disclosure Statement of Carlos M. Nalda, on Behalf of LMI Advisors, LLC* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 08/04/2020)
08/04/2020	574 (2 pgs)	Declaration re: / *Declaration and Disclosure Statement of Michelle Mahony, on Behalf of Muskat, Mohony & Devine, LLP* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 08/04/2020)
	575 (2 pgs)	Declaration re: / *Declaration and Disclosure Statement of Kevin D. Reynard, on Behalf of PricewaterhouseCoopers LLP* (Filed By SpeedCast International Limited). (Perez, Alfredo)

08/04/2020		(Entered: 08/04/2020)
08/04/2020	576 (3 pgs)	Declaration re: / *Declaration and Disclosure Statement of Jennifer Hindin on Behalf of Wiley Rein LLP* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 08/04/2020)
08/04/2020	577 (4 pgs)	Stipulation By SpeedCast International Limited and U.S. Trustee. Does this document include an agreed order or otherwise request that the judge sign a document? Yes. (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 08/04/2020)
08/05/2020	578 (8 pgs)	BNC Certificate of Mailing. (Related document(s):571 Generic Order) No. of Notices: 53. Notice Date 08/05/2020. (Admin.) (Entered: 08/05/2020)
08/06/2020	579 (11 pgs)	Certificate *of Service re: 1) Declaration and Disclosure Statement of Thomas Jones on Behalf of Bird & Bird LLP; and 2) Certificate of No Objection to Motion of Debtors for Entry of an Order Authorizing Debtors to Enter Into Material Contract with Intelsat US LLC Nunc Pro Tunc to June 30, 2020* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):542 Declaration, 543 Certificate of No Objection) (Gershbein, Evan) (Entered: 08/06/2020)
08/06/2020	580 (6 pgs)	Certificate *of Service re: Documents Served on July 30, 2020* (Filed By Kurtzman Carson Consultants LLC). (Gershbein, Evan) (Entered: 08/06/2020)
08/06/2020	581 (5 pgs)	Certificate *of Service re: First Quarterly Report of Fees and Expenses Paid to Ordinary Course Professionals for the Period Beginning April 23, 2020 and Ending June 30, 2020* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):568 Statement) (Gershbein, Evan) (Entered: 08/06/2020)
08/07/2020	582 (4 pgs)	Stipulation and Agreed Order Regarding Debtors' Compliance with Section 345(b) of the Bankruptcy Code Signed on 8/7/2020 (Related document(s):577 Stipulation) (TylerLaws) (Entered: 08/07/2020)
08/07/2020	583 (7 pgs)	Debtors Master Service List (Filed By Kurtzman Carson Consultants LLC). (Gershbein, Evan) (Entered: 08/07/2020)
08/07/2020	584 (6 pgs)	Certificate *of Service re: Documents Served on August 4, 2020* (Filed By Kurtzman Carson Consultants LLC). (Related document(s):573 Declaration, 574 Declaration, 575 Declaration, 576 Declaration) (Gershbein, Evan) (Entered: 08/07/2020)

08/09/2020	585 (7 pgs)	BNC Certificate of Mailing. (Related document(s):582 Generic Order) No. of Notices: 53. Notice Date 08/09/2020. (Admin.) (Entered: 08/09/2020)
08/12/2020	586 (86 pgs; 3 docs)	* Withdrawn * Emergency Motion *for Order (I) Authorizing Debtors to Pay Expense Reimbursement Under Equity Commitment Agreement, (II) Granting Relief From Final DIP Order in Connection Therewith, and (III) Granting Related Relief* Filed by Debtor SpeedCast International Limited Hearing scheduled for 8/17/2020 at 11:00 AM at telephone and video conference. (Attachments: # 1 Exhibit A - Equity Commitment Agreement # 2 Exhibit B - Proposed Order) (Perez, Alfredo) Modified on 8/31/2020 (LinhthuDo). (Entered: 08/12/2020)
08/12/2020	587 (4 pgs)	Statement *of The Official Committee of Unsecured Creditors in Support of the Debtors' Equity Commitment Motion and Proposed Plan Term Sheet* (Filed By The Official Committee of Unsecured Creditors).(Related document(s):586 Emergency Motion) (Million, Timothy) (Entered: 08/12/2020)
08/13/2020	588 (158 pgs; 4 docs)	Exhibit List, Witness List (Filed By SpeedCast International Limited). (Attachments: # 1 Debtors Exhibit 1 # 2 Debtors Exhibit 2 # 3 Debtors Exhibit 3) (Perez, Alfredo) (Entered: 08/13/2020)
08/13/2020	589 (5 pgs)	Notice of Appearance and Request for Notice Filed by Wallis Mizell Hampton Filed by on behalf of Black Diamond Capital Management, LLC (Hampton, Wallis) (Entered: 08/13/2020)
08/13/2020	590 (4 pgs)	Exhibit List, Witness List (Filed By Black Diamond Capital Management, LLC). (Hampton, Wallis) (Entered: 08/13/2020)
08/13/2020	591 (1 pg)	Motion to Appear pro hac vice *of Albert L. Hogan III*. Filed by Interested Party Black Diamond Capital Management, LLC (Hampton, Wallis) (Entered: 08/13/2020)
08/13/2020	592 (1 pg)	Motion to Appear pro hac vice *of Ron E. Meisler*. Filed by Interested Party Black Diamond Capital Management, LLC (Hampton, Wallis) (Entered: 08/13/2020)
08/13/2020	593 (1 pg)	Motion to Appear pro hac vice *of Amy Van Gelder*. Filed by Interested Party Black Diamond Capital Management, LLC (Hampton, Wallis) (Entered: 08/13/2020)
08/13/2020	594 (1 pg)	Motion to Appear pro hac vice *of Carl T. Tullson*. Filed by Interested Party Black Diamond Capital Management, LLC (Hampton, Wallis) (Entered: 08/13/2020)

08/13/2020	595 (1 pg)	Motion to Appear pro hac vice *of Christopher M. Dressel*. Filed by Interested Party Black Diamond Capital Management, LLC (Hampton, Wallis) (Entered: 08/13/2020)
08/13/2020	596 (5 pgs)	Notice of Appearance and Request for Notice Filed by Paul E Heath Filed by on behalf of Centerbridge Partners, L.P. and certain of its affiliates (Heath, Paul) (Entered: 08/13/2020)
08/13/2020	597 (1 pg)	Motion to Appear pro hac vice *by Richard G. Mason*. Filed by Interested Party Centerbridge Partners, L.P. and certain of its affiliates (Heath, Paul) (Entered: 08/13/2020)
08/13/2020	598 (1 pg)	Motion to Appear pro hac vice *by Amy R. Wolf*. Filed by Interested Party Centerbridge Partners, L.P. and certain of its affiliates (Heath, Paul) (Entered: 08/13/2020)
08/13/2020	599 (1 pg)	Motion to Appear pro hac vice *by John R. Sobolewski*. Filed by Interested Party Centerbridge Partners, L.P. and certain of its affiliates (Heath, Paul) (Entered: 08/13/2020)
08/13/2020	600 (1 pg)	ORDER OF DISMISSAL entered based on settlement notification. District Case 4:20-cv-1970 terminated on 8/13/20. Deadline to reinstate: within 60 days from the date of this order. (Signed by Chief Judge Lee H Rosenthal) (Related document(s):276 Notice of Appeal) (ShoshanaArnow) (Entered: 08/14/2020)
08/13/2020		Meeting of Creditors Held. Debtor Appeared. Hearing Concluded (Related document(s): Notice of Reset of Meeting of Creditors) (Statham, Stephen) (Entered: 08/24/2020)
08/14/2020	601 (3 pgs)	Agenda for Hearing on 8/17/2020 (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 08/14/2020)
08/14/2020	602 (1 pg)	Order Granting Motion to Appear *pro hac vice* - Albert L. Hogan III (Related Doc # 591) Signed on 8/14/2020. (TylerLaws) (Entered: 08/14/2020)
08/14/2020	603 (1 pg)	Order Granting Motion to Appear *pro hac vice* - Ron E. Meisler (Related Doc # 592) Signed on 8/14/2020. (TylerLaws) (Entered: 08/14/2020)
08/14/2020	604 (1 pg)	Order Granting Motion to Appear *pro hac vice* - Amy Van Gelder (Related Doc # 593) Signed on 8/14/2020. (TylerLaws) (Entered: 08/14/2020)
08/14/2020	605 (1 pg)	Order Granting Motion to Appear *pro hac vice* - Carl T. Tullson (Related Doc # 594) Signed on 8/14/2020. (TylerLaws) (Entered: 08/14/2020)

08/14/2020	606 (1 pg)	Order Granting Motion to Appear *pro hac vice* - Christopher M. Dressel (Related Doc # 595) Signed on 8/14/2020. (TylerLaws) (Entered: 08/14/2020)
08/14/2020	607 (1 pg)	Order Granting Motion to Appear *pro hac vice* - Richard G. Mason (Related Doc # 597) Signed on 8/14/2020. (TylerLaws) (Entered: 08/14/2020)
08/14/2020	608 (1 pg)	Order Granting Motion to Appear *pro hac vice* - Amy R. Wolf (Related Doc # 598) Signed on 8/14/2020. (TylerLaws) (Entered: 08/14/2020)
08/14/2020	609 (1 pg)	Order Granting Motion to Appear *pro hac vice* - John R. Sobolewski (Related Doc # 599) Signed on 8/14/2020. (TylerLaws) (Entered: 08/14/2020)
08/14/2020	610 (3 pgs)	Notice of Appearance and Request for Notice Filed by Katherine A Preston Filed by on behalf of Diamond Commercial Finance, L.L.C. (Preston, Katherine) (Entered: 08/14/2020)
08/14/2020	611 (2 pgs)	Motion to Appear pro hac vice *for Daniel J. McGuire*. Filed by Interested Party Black Diamond Commercial Finance, L.L.C. (Preston, Katherine) (Entered: 08/14/2020)
08/14/2020	612 (2 pgs)	Motion to Appear pro hac vice *for Michael T. Leary*. Filed by Interested Party Black Diamond Commercial Finance, L.L.C. (Preston, Katherine) (Entered: 08/14/2020)
08/16/2020	613 (5 pgs)	Response *and Reservation of Rights in Response to the Debtors' Equity Commitment Motion and Proposed Settlement* (related document(s):586 Emergency Motion). Filed by UltiSat, Inc. (Hotze, William) (Entered: 08/16/2020)
08/16/2020		Hearing Reset by agreement of the parties (Related document (s):586 Debtors' Emergency Motion to Pay Expense Reimbursement and for Relief Under the DIP Order) Contacted by Brenda Funk. Movant to notice all interested parties and file a certificate of service with the court. **Hearing rescheduled for 8/20/2020 at 10:00 AM, by telephone and video conference.** (LinhthuDo) (Entered: 08/16/2020)
08/16/2020		(private) Deadline [8/17/2020] terminated. (LinhthuDo) (Entered: 08/16/2020)
08/16/2020	614 (3 pgs)	Notice *of Rescheduled Video/Telephonic Hearing to August 20, 2020 at 10:00 A.M. (CT)*. (Related document(s):586 Emergency Motion) Filed by SpeedCast International Limited (Perez, Alfredo) (Entered: 08/16/2020)

08/16/2020	615 (4 pgs)	BNC Certificate of Mailing. (Related document(s):602 Order on Motion to Appear pro hac vice) No. of Notices: 53. Notice Date 08/16/2020. (Admin.) (Entered: 08/16/2020)
08/16/2020	616 (4 pgs)	BNC Certificate of Mailing. (Related document(s):603 Order on Motion to Appear pro hac vice) No. of Notices: 53. Notice Date 08/16/2020. (Admin.) (Entered: 08/16/2020)
08/16/2020	617 (4 pgs)	BNC Certificate of Mailing. (Related document(s):604 Order on Motion to Appear pro hac vice) No. of Notices: 53. Notice Date 08/16/2020. (Admin.) (Entered: 08/16/2020)
08/16/2020	618 (4 pgs)	BNC Certificate of Mailing. (Related document(s):605 Order on Motion to Appear pro hac vice) No. of Notices: 53. Notice Date 08/16/2020. (Admin.) (Entered: 08/16/2020)
08/16/2020	619 (4 pgs)	BNC Certificate of Mailing. (Related document(s):606 Order on Motion to Appear pro hac vice) No. of Notices: 53. Notice Date 08/16/2020. (Admin.) (Entered: 08/16/2020)
08/16/2020	620 (4 pgs)	BNC Certificate of Mailing. (Related document(s):607 Order on Motion to Appear pro hac vice) No. of Notices: 53. Notice Date 08/16/2020. (Admin.) (Entered: 08/16/2020)
08/16/2020	621 (4 pgs)	BNC Certificate of Mailing. (Related document(s):608 Order on Motion to Appear pro hac vice) No. of Notices: 53. Notice Date 08/16/2020. (Admin.) (Entered: 08/16/2020)
08/16/2020	622 (4 pgs)	BNC Certificate of Mailing. (Related document(s):609 Order on Motion to Appear pro hac vice) No. of Notices: 53. Notice Date 08/16/2020. (Admin.) (Entered: 08/16/2020)
08/17/2020	623 (11 pgs)	Certificate *of Service re: Emergency Motion for Order (I) Authorizing Debtors to Pay Expense Reimbursement Under Equity Commitment Agreement, (II) Granting Relief from Final DIP Order in Connection Therewith, and (III) Granting Related Relief* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):586 Emergency Motion) (Gershbein, Evan) (Entered: 08/17/2020)
08/17/2020	624 (5 pgs)	Notice of Appearance and Request for Notice Filed by Robin B Cheatham Filed by on behalf of Apache Deepwater, LLC, Apache Suriname 8 Corporation LDC, Apache Corporation (Cheatham, Robin) (Entered: 08/17/2020)
08/17/2020	625 (2 pgs)	Order Granting Motion to Appear *pro hac vice* - Daniel J. McGuire (Related Doc # 611) Signed on 8/17/2020. (TylerLaws) (Entered: 08/17/2020)
	626 (2 pgs)	Order Granting Motion to Appear *pro hac vice* - Michael T. Leary (Related Doc # 612) Signed on 8/17/2020.

08/17/2020		(TylerLaws) (Entered: 08/17/2020)
08/18/2020	627 (3 pgs)	Certificate *Supplemental Certificate of Service re: Order (I) Establishing Deadline to File Proofs of Claim; and (II) Approving Form and Manner of Notice Thereof* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):463 Generic Order) (Gershbein, Evan) (Entered: 08/18/2020)
08/19/2020		Hearing Reset by agreement of the parties (Related document(s):586 Debtors' Emergency Motion to Pay Expense Reimbursement and for Relief Under the DIP Order) Contacted by Stephanie Morrison. Movant to notice all interested parties and file a certificate of service with the court. **Hearing rescheduled for 8/28/2020 at 10:00 AM, by telephone and video conference.** (LinhthuDo) (Entered: 08/19/2020)
08/19/2020	628 (3 pgs)	Notice of Appearance and Request for Notice Filed by Mollie Margaret Lerew Filed by on behalf of Cooke County (Lerew, Mollie) (Entered: 08/19/2020)
08/19/2020	629 (3 pgs)	Notice *of Rescheduled Video/Telephonic Hearing to August 28, 2020 at 10:00 A.M. (CT)*. (Related document(s):586 Emergency Motion) Filed by SpeedCast International Limited (Perez, Alfredo) (Entered: 08/19/2020)
08/19/2020	630 (5 pgs)	BNC Certificate of Mailing. (Related document(s):625 Order on Motion to Appear pro hac vice) No. of Notices: 54. Notice Date 08/19/2020. (Admin.) (Entered: 08/19/2020)
08/19/2020	631 (5 pgs)	BNC Certificate of Mailing. (Related document(s):626 Order on Motion to Appear pro hac vice) No. of Notices: 54. Notice Date 08/19/2020. (Admin.) (Entered: 08/19/2020)
08/20/2020	632 (2 pgs)	Declaration re: */ Declaration and Disclosure Statement of Christopher F. Regan, on Behalf of Allen, Dyer, Doppelt + Gilchrist, PA* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 08/20/2020)
08/20/2020	633 (2 pgs)	Declaration re: */ Declaration and Disclosure Statement of Demos Katsis, on Behalf of D.KATSIS LLC* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 08/20/2020)
08/20/2020	634 (2 pgs)	Declaration re: */ Declaration and Disclosure Statement of Jurgen van Helvoort, on Behalf of Van Helvoort Administrie-en Belastingadviesbureau* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 08/20/2020)
	635	Declaration re: */ Declaration and Disclosure Statement of*

08/20/2020	(2 pgs)	*Marcelo Ribeiro Mattos, on Behalf of Veirano e Advogados Associados* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 08/20/2020)
08/20/2020	636 (45 pgs)	Notice *of Filing of Supplemental Engagement Letter Between Debtors and KPMG LLP (related documents 284, 438)*. Filed by SpeedCast International Limited (Perez, Alfredo) (Entered: 08/20/2020)
08/21/2020	637 (2 pgs)	Notice of Appearance and Request for Notice Filed by Paul M. Lopez Filed by on behalf of COLLIN COUNTY TAX ASSESSOR/COLLECTOR (Lopez, Paul) (Entered: 08/21/2020)
08/21/2020	638 (14 pgs; 2 docs)	Motion *of Debtors Pursuant to 11 U.S.C. § 1121(d) to Extend Exclusive Periods* Filed by Debtor SpeedCast International Limited (Attachments: # 1 Exhibit A - Proposed Order) (Perez, Alfredo) (Entered: 08/21/2020)
08/21/2020	639 (13 pgs; 2 docs)	Motion to Extend Time / *Motion of Debtors for Authority to Extend Time to Assume or Reject Unexpired Leases of Nonresidential Real Property* Filed by Debtor SpeedCast International Limited (Attachments: # 1 Exhibit A - Proposed Order) (Perez, Alfredo) (Entered: 08/21/2020)
08/25/2020	640 (7 pgs)	Certificate *of Service re: Notice of Agenda of Matters Set for Video/Telephonic Hearing on August 17, 2020* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):601 Agenda) (Gershbein, Evan) (Entered: 08/25/2020)
08/25/2020	641 (11 pgs)	Certificate *of Service re: Notice of Rescheduled Video/Telephonic Hearing to August 20, 2020 at 10:00 A.M. (CT)* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):614 Notice) (Gershbein, Evan) (Entered: 08/25/2020)
08/25/2020	642 (11 pgs)	Certificate *of Service re: Notice of Rescheduled Video/Telephonic Hearing to August 28, 2020 at 10:00 A.M. (CT)* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):629 Notice) (Gershbein, Evan) (Entered: 08/25/2020)
08/25/2020	643 (6 pgs)	Certificate *of Service re: Documents Served on August 20, 2020* (Filed By Kurtzman Carson Consultants LLC). (Related document(s):632 Declaration, 633 Declaration, 634 Declaration, 635 Declaration) (Gershbein, Evan) (Entered: 08/25/2020)
		Hearing Reset by agreement of the parties (Related document (s):586 Debtors' Emergency Motion to Pay Expense Reimbursement and for Relief Under the DIP Order)

08/27/2020		Contacted by Brenda Funk. Movant to notice all interested parties and file a certificate of service with the court. **Hearing rescheduled for 9/2/2020 at 09:30 AM, by telephone and video conference.** (LinhthuDo) (Entered: 08/27/2020)
08/27/2020	644 (3 pgs)	Notice *of Rescheduled Video/Telephonic Hearing to September 2, 2020 at 9:30 a.m. (CT)*. (Related document(s):586 Emergency Motion) Filed by SpeedCast International Limited (Perez, Alfredo) (Entered: 08/27/2020)
08/27/2020	645 (15 pgs)	Certificate *of Service re: 1) Notice of Filing of Supplemental Engagement Letter Between Debtors and KPMG LLP; 2) Motion of Debtors Pursuant to 11 U.S.C. § 1121(d) to Extend Exclusive Periods; and 3) Motion of Debtors for Authority to Extend Time to Assume or Reject Unexpired Leases of Nonresidential Real Property* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):636 Notice, 638 Generic Motion, 639 Motion to Extend Time) (Gershbein, Evan) (Entered: 08/27/2020)
08/31/2020	646 (3 pgs)	Notice *of Withdrawal of Emergency Motion for Order (I) Authorizing Debtors to Pay Expense Reimbursement Under Equity Commitment Agreement, (II) Granting Relief From Final DIP Order in Connection Therewith, and (III) Granting Related Relief*. (Related document(s):586 Emergency Motion) Filed by SpeedCast International Limited (Perez, Alfredo) (Entered: 08/31/2020)
08/31/2020	647 (4 pgs)	Notice *of Substanial Stock Ownership*. Filed by The Goldman Sachs Group, Inc. (Howley, Thomas) (Entered: 08/31/2020)
08/31/2020		(private) Motion 586 terminated. (LinhthuDo) (Entered: 08/31/2020)
08/31/2020	648 (76 pgs; 6 docs)	Notice *McKool Smith, PC's First Interim Application for Allowance and Payment of Fees and Expenses May 5, 2020 Through July 31, 2020*. Filed by SpeedCast International Limited (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D # 5 Proposed Order) (Sparacino, John) (Entered: 08/31/2020)
08/31/2020	649 (2 pgs)	Notice *of Cancellation of Hearing Scheduled for September 2, 2020 at 9:30 a.m. (CST) (related documents 586, 646)*. Filed by SpeedCast International Limited (Perez, Alfredo) (Entered: 08/31/2020)
09/01/2020	650 (1 pg)	Motion to Appear pro hac vice *by Angela K. Herring*. Filed by Interested Party Centerbridge Partners, L.P. and certain of its affiliates (Heath, Paul) (Entered: 09/01/2020)

09/01/2020	651 (8 pgs)	Debtors Master Service List (Filed By Kurtzman Carson Consultants LLC). (Gershbein, Evan) (Entered: 09/01/2020)
09/01/2020	652 (3 pgs)	Certificate *Supplemental Certificate of Service re: 1) Notice of Deadlines for Filing Proofs of Claim; and 2) Proof of Claim Form* (Filed By Kurtzman Carson Consultants LLC). (Related document(s):463 Generic Order) (Gershbein, Evan) (Entered: 09/01/2020)
09/01/2020	653 (2 pgs)	Declaration and Disclosure Statement of Santiago Gutierrez, on behalf of Jose Lloreda Camacho & Co. (Filed By Lloredo Camacho & Co.). (dnor) Modified on 9/1/2020 (dnor). (Entered: 09/01/2020)
09/01/2020	654 (14 pgs)	Statement / *Monthly Operating Report for June 2020* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 09/01/2020)
09/02/2020	655 (1 pg)	Order Granting Motion to Appear *pro hac vice* - Angela K. Herring (Related Doc # 650) Signed on 9/2/2020. (TylerLaws) (Entered: 09/02/2020)
09/02/2020	656 (11 pgs)	Certificate *of Service re: Notice of Rescheduled Video/Telephonic Hearing to September 2, 2020 at 9:30 a.m. (CT)* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):644 Notice) (Gershbein, Evan) (Entered: 09/02/2020)
09/02/2020	657 (11 pgs)	Certificate *of Service re: 1) Notice of Withdrawal of Emergency Motion for Order (I) Authorizing Debtors to Pay Expense Reimbursement Under Equity Commitment Agreement, (II) Granting Relief from Final DIP Order in Connection Therewith, and (III) Granting Related Relief; and 2) Notice of Cancellation of Hearing Scheduled for September 2, 2020 at 9:30 a.m. (CST)* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):646 Notice, 649 Notice) (Gershbein, Evan) (Entered: 09/02/2020)
09/02/2020	658 (2 pgs)	Declaration re: / *Declaration and Disclosure Statement of Kevin Ivor Pullen, on Behalf of Herbert Smith Freehills LLP* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 09/02/2020)
09/03/2020	659 (2 pgs)	Declaration re: / *Declaration and Disclosure Statement of Julie Diana Trimble on Behalf of Hooper Burrowes Legal Limited* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 09/03/2020)
09/03/2020	660 (2 pgs)	Declaration re: *Disclosure Statement of Santiago Gutierrez, on Behalf of Jose Lloreda Camacho & Co.S.A. also known as Lloreda Camacho & Co.*. (jtab) (Entered: 09/04/2020)

09/04/2020	661 (4 pgs)	BNC Certificate of Mailing. (Related document(s):655 Order on Motion to Appear pro hac vice) No. of Notices: 55. Notice Date 09/04/2020. (Admin.) (Entered: 09/04/2020)
09/05/2020	662 (2 pgs)	Declaration re: */ Declaration and Disclosure Statement of Faycal Tadlaoui on Behalf of Faycal Tadlaoui* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 09/05/2020)
09/05/2020	663 (2 pgs)	Declaration re: */ Declaration and Disclosure Statement of Alexandre Vuchot, on Behalf of Bird & Bird AARPI* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 09/05/2020)
09/07/2020	664 (1 pg)	Motion to Appear pro hac vice *of Steven L. Walsh*. Filed by Interested Party Black Diamond Capital Management, LLC (Hampton, Wallis) (Entered: 09/07/2020)
09/07/2020	665 (9 pgs; 2 docs)	Motion to Seal *Black Diamond Capital Management, L.L.C.'s Emergency Motion for Authorization to File Pleadings Under Seal* Filed by Interested Party Black Diamond Capital Management, LLC (Attachments: # 1 Exhibit A) (Hampton, Wallis) (Entered: 09/07/2020)
09/07/2020	666 (37 pgs; 3 docs)	Sealed Motion *Black Diamond Capital Management, L.L.C.'s Emergency Motion for Mediation, and Certain Related Relief* Filed by Interested Party Black Diamond Capital Management, LLC (Attachments: # 1 Exhibit A # 2 Exhibit B) (Hampton, Wallis) (Entered: 09/07/2020)
09/07/2020	667 (24 pgs)	Sealed Document *Limited Objection of Black Diamond Capital Management, L.L.C. to Motion of Debtors Pursuant to 11 U.S.C. § 1121(d) to Extend Exclusive Periods* (Filed By Black Diamond Capital Management, LLC). (Hampton, Wallis) (Entered: 09/07/2020)
09/08/2020		Hearing Set On (Related document(s):638 Motion of Debtors Pursuant to 11 U.S.C. § 1121(d) to Extend Exclusive Periods, 665 Motion to Seal, 666 Sealed Motion, Black Diamond Capital Management, L.L.C.'s Emergency Motion, 667 Sealed Document) Movant to notice all interested parties and file a certificate of service with the court. **Hearing scheduled for 9/15/2020 at 03:00 PM, by telephone and video conference.** (LinhthuDo) (Entered: 09/08/2020)
09/08/2020	668 (1 pg)	Order Granting Motion to Appear *pro hac vice* - Steven L. Walsh (Related Doc # 664) Signed on 9/8/2020. (TylerLaws) (Entered: 09/08/2020)
	669 (4 pgs)	Notice *of Hearing on September 15, 2020 at 3:00 p.m. (CENTRAL TIME)*. (Related document(s):665 Motion to

09/08/2020		Seal, 666 Sealed Motion) Filed by Black Diamond Capital Management, LLC (Hampton, Wallis) (Entered: 09/08/2020)
09/09/2020	670 (11 pgs)	Certificate *of Service re: 1) Declaration and Disclosure Statement of Santiago Gutierrez, on Behalf of Jose Lloreda Camacho & Co. S.A. Also Known as Lloreda Camacho & Co.; and 2) Monthly Operating Report for June 2020* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):653 Declaration, 654 Statement) (Gershbein, Evan) (Entered: 09/09/2020)
09/09/2020	671 (5 pgs)	Certificate *of Service re: Declaration and Disclosure Statement of Kevin Ivor Pullen, on Behalf of Herbert Smith Freehills LLP* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):658 Declaration) (Gershbein, Evan) (Entered: 09/09/2020)
09/09/2020	672 (5 pgs)	Certificate *of Service re: Declaration and Disclosure Statement of Julie Diana Trimble, on Behalf of Hooper Burrowes Legal Limited* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):659 Declaration) (Gershbein, Evan) (Entered: 09/09/2020)
09/09/2020	673 (5 pgs)	Certificate *of Service re: Declaration and Disclosure Statement of Santiago Gutierrez, on Behalf of Jose Lloreda Camacho & Co. S.A. Also Known as Lloreda Camacho & Co.* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):660 Declaration) (Gershbein, Evan) (Entered: 09/09/2020)
09/09/2020	674 (5 pgs)	Certificate *of Service re: 1) Declaration and Disclosure Statement of Faycal Tadlaoui on Behalf of Faycal Tadlaoui; and 2) Declaration and Disclosure Statement of Alexandre Vuchot, on Behalf of Bird & Bird AARPI* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):662 Declaration, 663 Declaration) (Gershbein, Evan) (Entered: 09/09/2020)
09/10/2020	675 (4 pgs)	Notice *of Video/Telephonic Hearing on Motion of Debtors Pursuant to 11 U.S.C. Section 1121(d) to Extend Exclusive Periods*. (Related document(s):638 Generic Motion) Filed by SpeedCast International Limited (Perez, Alfredo) (Entered: 09/10/2020)
09/10/2020	676 (4 pgs)	BNC Certificate of Mailing. (Related document(s):668 Order on Motion to Appear pro hac vice) No. of Notices: 55. Notice Date 09/10/2020. (Admin.) (Entered: 09/10/2020)
	677 (9 pgs; 2 docs)	Motion to Seal *Black Diamond Capital Management, L.L.C.s Emergency Motion for Authorization to File Its September 15, 2020 Hearing Exhibits Under Seal* Filed by

09/11/2020		Interested Party Black Diamond Capital Management, LLC (Attachments: # 1 Exhibit A) (Hampton, Wallis) (Entered: 09/11/2020)
09/11/2020	678 (1327 pgs; 29 docs)	Sealed Document *Black Diamond Capital Management, L.L.C.s Witness and Exhibit List for September 15, 2020 Video/Telephonic Hearing* (Filed By Black Diamond Capital Management, LLC). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6 # 7 Exhibit 7 # 8 Exhibit 8 # 9 Exhibit 9 # 10 Exhibit 10 # 11 Exhibit 11 # 12 Exhibit 12 # 13 Exhibit 13 # 14 Exhibit 14 # 15 Exhibit 15 # 16 Exhibit 16 # 17 Exhibit 17 # 18 Exhibit 18 # 19 Exhibit 19 # 20 Exhibit 20 # 21 Exhibit 21 # 22 Exhibit 22 # 23 Exhibit 23 # 24 Exhibit 24 # 25 Exhibit 25 # 26 Exhibit 26 # 27 Exhibit 27 # 28 Exhibit 28) (Hampton, Wallis) (Entered: 09/11/2020)
09/11/2020	679 (4 pgs)	Exhibit List, Witness List (Filed By SpeedCast International Limited).(Related document(s):638 Generic Motion, 666 Sealed Motion) (Perez, Alfredo) (Entered: 09/11/2020)
09/11/2020	680 (68 pgs; 3 docs)	Motion *Debtors' Motion for Entry of an 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* Filed by Debtor SpeedCast International Limited (Attachments: # 1 Exhibit 1 - Settlement Agreement # 2 Proposed Order) (Sparacino, John) (Entered: 09/11/2020)
09/11/2020	681 (12 pgs; 2 docs)	Emergency Motion *for Entry of an Order (I) Authorizing Centerbridge to Redact Certain Potentially Confidential Information in the Response and Reservation of Rights of Centerbridge to Motion of Debtors Pursuant to 11 U.S.C. § 1121(d) to Extend Exclusive Periods and (II) Granting Related Relief* Filed by Interested Party Centerbridge Partners, L.P. and certain of its affiliates Hearing scheduled for 9/15/2020 at 03:00 PM at telephone and video conference. (Attachments: # 1 Proposed Order) (Heath, Paul) (Entered: 09/11/2020)
09/11/2020	682 (4 pgs)	Sealed Document */Response and Reservation of Rights of Centerbridge Partners, L.P. to Motion of Debtors Pursuant to 11 U.S.C. § 1121(d) to Extend Exclusive Periods* (Filed By Centerbridge Partners, L.P. and certain of its affiliates). (Heath, Paul) (Entered: 09/11/2020)
	683 (4 pgs)	Response */[Redacted] Response and Reservation of Rights of Centerbridge Partners, L.P. to Motion of Debtors Pursuant to 11 U.S.C. § 1121(d) to Extend Exclusive Periods* (related document(s):638 Generic Motion). Filed

09/11/2020		by Centerbridge Partners, L.P. and certain of its affiliates (Heath, Paul) (Entered: 09/11/2020)
09/11/2020	684 (7 pgs)	Statement - *First Supplemental Verified Statement of Davis Polk & Wardwell LLP and Rapp & Krock, PC Pursuant to Federal Rule of Bankruptcy Procedure 2019* (Filed By Ad Hoc Group of Secured Lenders).(Related document(s):226 Statement) (Flores, Henry) (Entered: 09/11/2020)
09/11/2020	685 (6 pgs)	Statement *Of The Ad Hoc Group Of Secured Lenders In Support Of 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)* (Filed By Ad Hoc Group of Secured Lenders). (Related document(s):666 Sealed Motion) (Flores, Henry) (Entered: 09/11/2020)
09/12/2020	686 (126 pgs; 3 docs)	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* Filed by Debtor SpeedCast International Limited (Attachments: # 1 Exhibit A - Proposed Order # 2 Exhibit B) (Perez, Alfredo) (Entered: 09/12/2020)
09/12/2020	687 (11 pgs; 2 docs)	Motion *of Debtors for Entry of an Order Authorizing Debtors to File Motion Under Seal* Filed by Debtor SpeedCast International Limited (Attachments: # 1 Exhibit A - Proposed Order) (Perez, Alfredo) (Entered: 09/12/2020)
09/12/2020	688 (126 pgs; 3 docs)	Sealed Document */ 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* (Filed By SpeedCast International Limited). (Attachments: # 1 Exhibit A - Proposed Order # 2 Exhibit B) (Perez, Alfredo) (Entered: 09/12/2020)
09/12/2020	689 (4 pgs)	Response *to 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. Section 1104 and Request for Status Hearing* (related document(s):666 Sealed Motion). Filed by SpeedCast International Limited (Perez, Alfredo) (Entered: 09/12/2020)
		Hearing Set On (Related document(s):686 Emergency Motion) Contacted by Stephanie Morrison. Movant to

09/14/2020		notice all interested parties and file a certificate of service with the court. **Hearing scheduled for 9/18/2020 at 03:00 PM, by telephone and video conference.** (LinhthuDo) (Entered: 09/14/2020)
09/14/2020	690 (11 pgs; 2 docs)	Motion to Seal *(Emergency) Omnibus Statement in Response* Filed by Creditor Committee The Official Committee of Unsecured Creditors (Attachments: # 1 Exhibit A (Proposed Order)) (Million, Timothy) (Entered: 09/14/2020)
09/14/2020	691 (13 pgs)	Sealed Document *Omnibus Statement and Limited Objection of The Official Committee of Unsecured Creditors in Response to (I) 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) and (II) the Motion of Debtors Pursuant to 11 U.S.C. 1121(d) to Extend Exclusive Periods* (Filed By The Official Committee of Unsecured Creditors). (Million, Timothy) (Entered: 09/14/2020)
09/14/2020		Hearing Set On (Related document(s):690 Motion to Seal) **Hearing scheduled for 9/15/2020 at 03:00 PM, by telephone and video conference.** (LinhthuDo) (Entered: 09/14/2020)
09/14/2020	692 (1 pg)	Motion to Appear pro hac vice *For Benjamin S. Arfa*. Filed by Interested Party Centerbridge Partners, L.P. and certain of its affiliates (Heath, Paul) (Entered: 09/14/2020)
09/14/2020	693 (5 pgs)	Response *Of Centerbridge Partners, L.P. To Black Diamond Capital Management, L.L.C. Emergency Motion For Mediation Or, In The Alternative, Appointment Of An Examiner Pursuant To 11 U.S.C. § 1104(c)* (related document(s):666 Sealed Motion). Filed by Centerbridge Partners, L.P. and certain of its affiliates (Heath, Paul) (Entered: 09/14/2020)
09/14/2020	694 (11 pgs)	Reply */ Debtors' Reply in Support of Motion of Debtors Pursuant to 11 U.S.C. § 1121(d) to Extend Exclusive Periods*. Filed by SpeedCast International Limited (Perez, Alfredo) (Entered: 09/14/2020)
09/14/2020	695 (6 pgs)	Agenda for Hearing on 9/15/2020 (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 09/14/2020)
	696 (4 pgs)	Notice *of Video/Telephonic Interim Hearing on Emergency Motion of Debtors for Entry of Interim and Final Orders (I) Authorizing Debtors to (A) Refinance Their Postpetition Financing Obligations and (B) Use*

09/14/2020		*Cash Collateral, (II) Amending the Interim and Final Orders, and (III) Granting Related Relief.* (Related document(s):686 Emergency Motion) Filed by SpeedCast International Limited (Perez, Alfredo) (Entered: 09/14/2020)
09/15/2020	697 (10 pgs; 3 docs)	Certificate of No Objection *to Motion of Debtors for Authority to Extend Time to Assume or Reject Unexpired Leases of Nonresidential Real Property* (Filed By SpeedCast International Limited).(Related document (s):639 Motion to Extend Time) (Attachments: # 1 Exhibit A - Proposed Order # 2 Exhibit B - Redline) (Perez, Alfredo) (Entered: 09/15/2020)
09/15/2020	698 (1 pg)	Order Granting Motion to Appear *pro hac vice* - Benjamin S. Arfa (Related Doc # 692) Signed on 9/15/2020. (TylerLaws) (Entered: 09/15/2020)
09/15/2020	699 (19 pgs)	Stipulation By SpeedCast International Limited and Black Diamond Capital Management L.L.C. and Centerbridge Partners, L.P. and Certain of Its Affiliates. Does this document include an agreed order or otherwise request that the judge sign a document? Yes. (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 09/15/2020)
09/15/2020	700 (1 pg)	Courtroom Minutes. Time Hearing Held: 3:00 pm -3:28 pm. Telephonic Appearances: See attached. Certificates of counsel to be filed by Debtors Counsel regarding 638 and 666 as stated on the record. Audio of the hearing to be docketed. (Related document(s):638 Generic Motion, 665 Motion to Seal, 666 Sealed Motion, 667 Sealed Document, 681 Emergency Motion (with hearing date), 690 Motion to Seal) (TylerLaws) (Entered: 09/15/2020)
09/15/2020	701 (1 pg)	PDF with attached Audio File. Court Date & Time [9/15/2020 2:58:25 PM]. File Size [14105 KB]. Run Time [00:29:23]. (admin). (Entered: 09/15/2020)
09/16/2020	702 (1 pg)	AO 435 TRANSCRIPT ORDER FORM (3-Day) by The Official Committee of Unsecured Creditors/Randall A. Rios. This is to order a transcript of Motions Hearing; September 15, 2020 before Judge Marvin P. Isgur. Court Reporter/Transcriber: Judicial Transcribers of Texas (Filed By The Official Committee of Unsecured Creditors). (Rios, Randall) Electronically forwarded to Judicial Transcribers of Texas on 9-16-2020. Estimated completion date: 9-19-2020. Modified on 9/16/2020 (MelissaMorgan). (Entered: 09/16/2020)
	703 (19 pgs)	Stipulated Protective Order Signed on 9/16/2020 (Related document(s):699 Stipulation) (TylerLaws) (Entered:

09/16/2020		09/16/2020)
09/16/2020	704 (3 pgs)	Order Extending Time to Assume or Reject Unexpired Leases of Nonresidential Real Property (Related Doc # 639) Signed on 9/16/2020. (TylerLaws) (Entered: 09/16/2020)
09/16/2020	705 (10 pgs; 3 docs)	Agreed Order and Certificate of Counsel (Filed By SpeedCast International Limited).(Related document(s):638 Generic Motion) (Attachments: # 1 Exhibit A - Proposed Order # 2 Exhibit B - Redline) (Perez, Alfredo) (Entered: 09/16/2020)
09/16/2020	706 (7 pgs)	Certificate *of Service re: Notice of Video/Telephonic Hearing on Motion of Debtors Pursuant to 11 U.S.C. Section 1121(d) to Extend Exclusive Periods* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):675 Notice) (Gershbein, Evan) (Entered: 09/16/2020)
09/16/2020	707 (7 pgs)	Certificate *of Service re: 1) Debtors' Witness and Exhibit List for September 15, 2020 Video/Telephonic Hearing; and 2) Debtors' Motion for Entry of an 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* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):679 Exhibit List, Witness List, 680 Generic Motion) (Gershbein, Evan) (Entered: 09/16/2020)
09/16/2020	708 (15 pgs)	Certificate *of Service re: Documents Served on September 12, 2020 and September 14, 2020* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):686 Emergency Motion, 687 Generic Motion, 689 Response, 694 Reply, 695 Agenda) (Gershbein, Evan) (Entered: 09/16/2020)
09/16/2020	709 (18 pgs)	Certificate *of Service re: 1) Notice of Video/Telephonic Interim Hearing on 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; and 2) Certificate of No Objection to Motion of Debtors for Authority to Extend Time to Assume or Reject Unexpired Leases of Nonresidential Real Property* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):696 Notice, 697 Certificate of No Objection) (Gershbein, Evan) (Entered: 09/16/2020)
	710 (2 pgs)	Order Pursuant to Section 1121(d) of the Bankruptcy Code Extending Exclusive Periods (Related Doc # 638) Signed

09/17/2020		on 9/17/2020. (TylerLaws) (Entered: 09/17/2020)
09/17/2020	711 (1642 pgs; 14 docs)	Exhibit List, Witness List (Filed By SpeedCast International Limited).(Related document(s):686 Emergency Motion) (Attachments: # 1 Debtors Exhibit 1 # 2 Debtors Exhibit 2 # 3 Debtors Exhibit 3 # 4 Debtors Exhibit 4 # 5 Debtors Exhibit 5 # 6 Debtors Exhibit 7 # 7 Debtors Exhibit 9 # 8 Debtors Exhibit 10 # 9 Debtors Exhibit 11 (Part 1) # 10 Debtors Exhibit 11 (Part 2) # 11 Debtors Exhibit 12 # 12 Debtors Exhibit 13 # 13 Debtors Exhibit 14) (Perez, Alfredo) (Entered: 09/17/2020)
09/17/2020	712 (5 pgs)	Notice *of Agenda of Matters Set for Video/Telephonic Hearing on September 18, 2020 at 3:00 PM (CST).* (Related document(s):686 Emergency Motion, 687 Generic Motion) Filed by SpeedCast International Limited (Perez, Alfredo) (Entered: 09/17/2020)
09/17/2020	713 (51 pgs; 3 docs)	Application */ First Interim Fee Application of Weil, Gotshal & Manges LLP, Attorneys for Debtors, for Interim Allowance of Compensation for Professional Services Rendered and Reimbursement of Actual and Necessary Expenses Incurred From April 23, 2020 Through and Including July 31, 2020* Filed by Debtor SpeedCast International Limited (Attachments: # 1 Exhibit A - Proposed Order # 2 Exhibits B - H) (Perez, Alfredo) (Entered: 09/17/2020)
09/17/2020	714 (148 pgs; 3 docs)	Notice *of Filing of Revised Proposed 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.* (Related document(s):686 Emergency Motion, 688 Sealed Document) Filed by SpeedCast International Limited (Attachments: # 1 Exhibit A - Proposed Order # 2 Exhibit B - Redline) (Perez, Alfredo) (Entered: 09/17/2020)
09/17/2020	715 (8 pgs)	BNC Certificate of Mailing. (Related document(s):698 Order on Motion to Appear pro hac vice) No. of Notices: 55. Notice Date 09/17/2020. (Admin.) (Entered: 09/17/2020)
09/18/2020	716 (2 pgs)	Declaration re: */ Declaration and Disclosure Statement of Zachary Georgeson, on Behalf of Willis Towers Watson* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 09/18/2020)
	717 (7 pgs)	Declaration re: */ Declaration of Michael Healy in Support of Emergency Motion of Debtors for Entry of Interim and Final Orders (I) Authorizing Debtors to (A) Refinance Their Postpetition Financing Obligations and (B) Use*

09/18/2020		*Cash Collateral, (II) Amending the Interim and Final Orders, and (III) Granting Related Relief* (Filed By SpeedCast International Limited).(Related document(s):686 Emergency Motion) (Perez, Alfredo) (Entered: 09/18/2020)
09/18/2020	718 (7 pgs)	Declaration re: */ Supplemental Declaration of Adam Waldman in Support of 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* (Filed By SpeedCast International Limited).(Related document(s):686 Emergency Motion) (Perez, Alfredo) (Entered: 09/18/2020)
09/18/2020	719 (7 pgs; 2 docs)	Agreed Order and Certificate of Counsel (Filed By SpeedCast International Limited). (Attachments: # 1 Exhibit A - Proposed Order) (Perez, Alfredo) (Entered: 09/18/2020)
09/18/2020	720 (3 pgs)	Agreed Mediation Order Appointing David R. Jones as Mediator Signed on 9/18/2020 (Related document(s):719 Agreed Order and Certificate of Counsel) (TylerLaws) (Entered: 09/18/2020)
09/18/2020	721 (1878 pgs; 19 docs)	Exhibit List, Witness List (Filed By SpeedCast International Limited).(Related document(s):686 Emergency Motion) (Attachments: # 1 Debtors Exhibit 1 # 2 Debtors Exhibit 2 # 3 Debtors Exhibit 3 # 4 Debtors Exhibit 4 # 5 Debtors Exhibit 5 # 6 Debtors Exhibit 6 # 7 Debtors Exhibit 7 # 8 Debtors Exhibit 8 # 9 Debtors Exhibit 9 # 10 Debtors Exhibit 10 # 11 Debtors Exhibit 11 (Part 1) # 12 Debtors Exhibit 11 (Part 2) # 13 Debtors Exhibit 12 # 14 Debtors Exhibit 13 # 15 Debtors Exhibit 14 # 16 Debtors Exhibit 15 # 17 Debtors Exhibit 16 # 18 Debtors Exhibit 17) (Perez, Alfredo) (Entered: 09/18/2020)
09/18/2020	722 (232 pgs; 2 docs)	Notice *of Filing of Compiled Proposed 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.* (Related document(s):686 Emergency Motion) Filed by SpeedCast International Limited (Attachments: # 1 Exhibit A - Revised Proposed Order) (Perez, Alfredo) (Entered: 09/18/2020)
	723 (1 pg)	Courtroom Minutes. Time Hearing Held: 3:00 pm - 3:18 pm. Telephonic Appearances: See attached. Exhibits admitted: ECF No. 721-6, 8 solely for the purposes of todays hearing. Interim order signed on the record for 686,

09/18/2020		order to be entered. (Related document(s):686 Emergency Motion) (TylerLaws) (Entered: 09/18/2020)
09/18/2020	724 (227 pgs)	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 Signed on 9/18/2020 (Related document(s):686 Emergency Motion) **Hearing scheduled for 10/5/2020 at 11:00 AM at telephone and video conference.** (TylerLaws) (Entered: 09/18/2020)
09/18/2020	725 (1 pg)	PDF with attached Audio File. Court Date & Time [9/18/2020 2:58:16 PM]. File Size [9833 KB]. Run Time [00:20:29]. (admin). (Entered: 09/18/2020)
09/18/2020	726 (26 pgs)	BNC Certificate of Mailing. (Related document(s):703 Generic Order) No. of Notices: 55. Notice Date 09/18/2020. (Admin.) (Entered: 09/18/2020)
09/18/2020	727 (6 pgs)	BNC Certificate of Mailing. (Related document(s):704 Order on Motion to Extend Time) No. of Notices: 55. Notice Date 09/18/2020. (Admin.) (Entered: 09/18/2020)
09/19/2020	728 (22 pgs)	Transcript RE: Telephonic Exclusivity Motion and Mediation Motion Hearing held on September 15, 2020 before Judge Marvin Isgur. Transcript is available for viewing in the Clerk's Office. Filed by Transcript access will be restricted through 12/18/2020. (mhen) (Entered: 09/19/2020)
09/19/2020	729 (5 pgs)	BNC Certificate of Mailing. (Related document(s):710 Generic Order) No. of Notices: 55. Notice Date 09/19/2020. (Admin.) (Entered: 09/19/2020)
09/20/2020	730 (6 pgs)	BNC Certificate of Mailing. (Related document(s):720 Generic Order) No. of Notices: 55. Notice Date 09/20/2020. (Admin.) (Entered: 09/20/2020)
09/20/2020	731 (230 pgs)	BNC Certificate of Mailing. (Related document(s):724 Order Setting Hearing) No. of Notices: 55. Notice Date 09/20/2020. (Admin.) (Entered: 09/20/2020)
09/21/2020	732 (1 pg)	Notice of Filing of Official Transcript as to 728 Transcript. Parties notified (Related document(s):728 Transcript) (dhan) (Entered: 09/21/2020)
09/21/2020	733 (2 pgs)	Declaration re: */Declaration and Disclosure Statement of Paul Frank* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 09/21/2020)

09/21/2020	734 (2 pgs)	Declaration re: */Declaration and Disclosure Statement of Robert A. Bell on Behalf of Alan/Anthony, Inc. d/b/a Intelligent Communities Group* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 09/21/2020)
09/21/2020	735 (2 pgs)	Declaration re: */Declaration and Disclosure Statement of Ross Spence, on Behalf of Spence, Desenberg & Lee, PLLC* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 09/21/2020)
09/21/2020	736 (2 pgs)	Declaration re: */Declaration and Disclosure Statement of Telbroad S.A.S., on Behalf of Telbroad S.A.S.* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 09/21/2020)
09/22/2020	737 (13 pgs)	Certificate *of Service re: 1) Order Extending Time to Assume or Reject Unexpired Leases of Nonresidential Real Property; and 2) Certification of Counsel Regarding Motion of Debtors Pursuant to 11 U.S.C. § 1121(d) to Extend Exclusivity Periods* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):704 Order on Motion to Extend Time, 705 Agreed Order and Certificate of Counsel) (Gershbein, Evan) (Entered: 09/22/2020)
09/22/2020	738 (15 pgs)	Certificate *of Service re: Documents Served on September 17, 2020* (Filed By Kurtzman Carson Consultants LLC). (Related document(s):710 Generic Order, 711 Exhibit List, Witness List, 712 Notice, 713 Generic Application) (Gershbein, Evan) (Entered: 09/22/2020)
09/22/2020	739 (157 pgs; 3 docs)	Motion *of Debtors for Entry of an Order (I) Authorizing and Approving nbn Transaction, Including (A) Private Sale Free and Clear of All Liens, Claims, Encumbrances, and Other Interests, (B) Assumption and Assignment of Certain Contracts, and (C) Settlement and Release of Claims, (II) Approving Form and Manner of Notices of nbn Transaction, and (III) Granting Related Relief* Filed by Debtor SpeedCast International Limited (Attachments: # 1 Exhibit A - Transition Agreement # 2 Exhibit B - Proposed Order) (Perez, Alfredo) (Entered: 09/22/2020)
	740 (8 pgs)	Declaration re: */ Declaration of Elliott Etheridge-Yan in Support of Motion of Debtors for Entry of an Order (I) Authorizing and Approving nbn Transaction, Including (A) Private Sale Free and Clear of All Liens, Claims, Encumbrances, and Other Interests, (B) Assumption and Assignment of Certain Contracts, and (C) Settlement and Release of Claims, (II) Approving Form and Manner of Notices of nbn Transaction, and (III) Granting Related Relief* (Filed By SpeedCast International Limited).(Related document(s):739 Generic Motion) (Perez, Alfredo)

09/22/2020		(Entered: 09/22/2020)
09/23/2020	741 (13 pgs)	Certificate *of Service re: Documents Served on September 18, 2020* (Filed By Kurtzman Carson Consultants LLC). (Related document(s):714 Notice, 716 Declaration, 717 Declaration, 718 Declaration, 719 Agreed Order and Certificate of Counsel, 720 Generic Order, 722 Notice, 724 Order Setting Hearing) (Gershbein, Evan) (Entered: 09/23/2020)
09/23/2020	742 (6 pgs)	Certificate *of Service re: Documents Served on September 21, 2020* (Filed By Kurtzman Carson Consultants LLC). (Related document(s):716 Declaration, 733 Declaration, 734 Declaration, 735 Declaration, 736 Declaration) (Gershbein, Evan) (Entered: 09/23/2020)
09/23/2020	743 (4 pgs)	BNC Certificate of Mailing. (Related document(s):732 Notice of Filing of Official Transcript (Form)) No. of Notices: 55. Notice Date 09/23/2020. (Admin.) (Entered: 09/23/2020)
09/24/2020	744 (2 pgs)	COPY of Order (#33) 4:20-cv-1970: ORDER Granting (32) Agreed MOTION for Extension of Time to Extend the Reinstatement Deadline (Notice of Compliance due by 12/14/2020 - parties to move for reinstatement by this date)(Signed by Chief Judge Lee H Rosenthal) Parties notified.(sanderson, 4) (Entered: 09/24/2020) (sand) (Entered: 09/24/2020)
09/24/2020	745 (4 pgs; 2 docs)	Certificate of No Objection *to McKool Smith's First Interim Application for Allowance and Payment of Fees and Expenses* (Filed By SpeedCast International Limited). (Related document(s):648 Notice) (Attachments: # 1 Proposed Order) (Sparacino, John) (Entered: 09/24/2020)
09/24/2020	746 (2 pgs)	Declaration re: */ Declaration and Disclosure Statement of Steven Fraser, on Behalf of A2+B LLP* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 09/24/2020)
09/24/2020	747 (2 pgs)	Declaration re: */ Declaration and Disclosure Statement of Ip Woon Shun, on Behalf of Hugill & Ip Solicitors* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 09/24/2020)
09/24/2020	748 (2 pgs)	Declaration re: */ Declaration and Disclosure Statement of Christian Hyde, on Behalf of Hyde and Associates OU* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 09/24/2020)
	749	Declaration re: */ Declaration and Disclosure Statement of*

09/24/2020	(2 pgs)	*Lee Shih, on Behalf of Lim Chee Wee Partnership* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 09/24/2020)
09/24/2020	750 (2 pgs)	Declaration re: */ Declaration and Disclosure Statement of Mazhar Bangash, on Behalf of RIAA Barker Gillette AFG* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 09/24/2020)
09/24/2020	751 (2 pgs)	Declaration re: */ Declaration and Disclosure Statement of Sarab K. Hassan, on Behalf of Al Sarab Law Office* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 09/24/2020)
09/24/2020	752 (29 pgs; 3 docs)	Motion *of Debtors for Entry of Order Approving and Authorizing Implementation of Non-Insider Key Employee Retention Plan* Filed by Debtor SpeedCast International Limited (Attachments: # 1 Exhibit A - Proposed Order # 2 Exhibit B - Healy Declaration) (Perez, Alfredo) (Entered: 09/24/2020)
09/25/2020	753 (3 pgs)	Certificate *Supplemental Certificate of Service re: 1) Notice of Deadlines for Filing Proofs of Claim; and 2) Official Form 410 Proof of Claim* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):463 Generic Order) (Gershbein, Evan) (Entered: 09/25/2020)
09/25/2020	754 (14 pgs)	Notice *of Examination of Debtors Pursuant to Federal Rule of Bankruptcy Procedure 2004*. Filed by Black Diamond Capital Management, LLC (Hampton, Wallis) (Entered: 09/25/2020)
09/25/2020	755 (11 pgs)	Notice *of Examination of Centerbridge Partners LP Pursuant to Federal Rule of Bankruptcy Procedure 2004*. Filed by Black Diamond Capital Management, LLC (Hampton, Wallis) (Entered: 09/25/2020)
09/25/2020	756 (9 pgs)	Notice *of Examination of Genesis Park LLC and Peter Shaper Pursuant to Federal Rule of Bankruptcy Procedure 2004*. Filed by Black Diamond Capital Management, LLC (Hampton, Wallis) (Entered: 09/25/2020)
09/25/2020	757 (12 pgs)	Certificate *of Service re: Documents Served on September 24, 2020* (Filed By Kurtzman Carson Consultants LLC). (Related document(s):746 Declaration, 747 Declaration, 748 Declaration, 749 Declaration, 750 Declaration, 751 Declaration, 752 Generic Motion) (Gershbein, Evan) (Entered: 09/25/2020)
	758 (2 pgs)	Order Granting McKool Smith, PC's First Interim Application for Allowance and Payment of Fees and

09/25/2020		Expenses for the Period May 5, 2020 Through July 31, 2020 Signed on 9/25/2020 (Related document(s):648 Notice) (TylerLaws) (Entered: 09/25/2020)
09/26/2020	759 (5 pgs)	BNC Certificate of Mailing. (Related document(s):744 Generic Order) No. of Notices: 55. Notice Date 09/26/2020. (Admin.) (Entered: 09/26/2020)
09/29/2020	760 (6 pgs)	Declaration re: *Second Supplemental Declaration of Christopher J. Kearns Pursuant to Federal Rule of Bankruptcy Procedure 2014(a) in Connection with the Retention of Berkeley Research Group, LLC as Financial Advisor to The Official Committee of Unsecured Creditors* (Filed By The Official Committee of Unsecured Creditors).(Related document(s):482 Declaration, 544 Order on Application to Employ) (Million, Timothy) (Entered: 09/29/2020)
09/30/2020	761 (4 pgs)	* Withdrawn * Response/Objection Filed by Texas Taxing Authorities. (Related document(s):724 Order Setting Hearing) (LeDay, Tara) Modified on 10/2/2020 (LinhthuDo). (Entered: 09/30/2020)
09/30/2020	762 (18 pgs)	Certificate *of Service re: 1) Motion of Debtors for Entry of an Order (I) Authorizing and Approving NBN Transaction, Including (A) Private Sale Free and Clear of All Liens, Claims, Encumbrances, and Other Interests, (B) Assumption and Assignment of Certain Contracts, and (C) Settlement and Release of Claims, (II) Approving Form and Manner of Notices of NBN Transaction, and (III) Granting Related Relief; and 2) Declaration of Elliott Etheridge-Yan in Support of Motion of Debtors for Entry of an Order (I) Authorizing and Approving NBN Transaction, Including (A) Private Sale Free and Clear of All Liens, Claims, Encumbrances, and Other Interests, (B) Assumption and Assignment of Certain Contracts, and (C) Settlement and Release of Claims, (II) Approving Form and Manner of Notices of NBN Transaction, and (III) Granting Related Relief* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):739 Generic Motion, 740 Declaration) (Gershbein, Evan) (Entered: 09/30/2020)
09/30/2020	763 (25 pgs; 3 docs)	Motion to Reject Lease or Executory Contract / *Debtors' Omnibus Motion for Entry of an Order Authorizing (I) Rejection of Executory Contracts and Unexpired Leases and (II) Abandonment of De Minimis Property in Connection Therewith* Filed by Debtor SpeedCast International Limited (Attachments: # 1 Exhibit A - Proposed Order # 2 Exhibit B - Healy Declaration) (Perez, Alfredo) (Entered: 09/30/2020)

09/30/2020	764 (464 pgs)	Application / *First Interim Fee Application of FTI Consulting, Inc., for Services and Reimbursement of Expenses as Chief Restructuring Officer and Financial Advisor to the Debtors for the Period From April 23, 2020 Through July 31, 2020* Filed by Debtor SpeedCast International Limited (Perez, Alfredo) (Entered: 09/30/2020)
09/30/2020	765 (5 pgs)	BNC Certificate of Mailing. (Related document(s):758 Generic Order) No. of Notices: 55. Notice Date 09/30/2020. (Admin.) (Entered: 10/01/2020)
10/01/2020	766 (88 pgs; 4 docs)	Interim Application for Compensation for The Official Committee of Unsecured Creditors, Creditor Comm. Aty, Period: 5/8/2020 to 7/31/2020, Fee: $100694.00, Expenses: $0.00. Objections/Request for Hearing Due in 21 days. Filed by Creditor Committee The Official Committee of Unsecured Creditors (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Proposed Order) (Rios, Randall) (Entered: 10/01/2020)
10/01/2020	767 (263 pgs; 6 docs)	Interim Application for Compensation *of Hogan Lovells US LLP as Counsel* for The Official Committee of Unsecured Creditors, Creditor Comm. Aty, Period: 5/8/2020 to 7/31/2020, Fee: $1934322.00, Expenses: $4,729.81. Objections/Request for Hearing Due in 21 days. Filed by Creditor Committee The Official Committee of Unsecured Creditors (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D # 5 Exhibit E - Proposed Order) (Rios, Randall) (Entered: 10/01/2020)
10/01/2020	768 (2044 pgs; 19 docs)	Exhibit List, Witness List (Filed By SpeedCast International Limited).(Related document(s):686 Emergency Motion) (Attachments: # 1 Debtors Exhibit 1 # 2 Debtors Exhibit 2 # 3 Debtors Exhibit 4 # 4 Debtors Exhibit 5 # 5 Debtors Exhibit 6 # 6 Debtors Exhibit 7 # 7 Debtors Exhibit 8 # 8 Debtors Exhibit 9 # 9 Debtors Exhibit 10 # 10 Debtors Exhibit 11 # 11 Debtors Exhibit 12 (Part 1) # 12 Debtors Exhibit 12 (Part 2) # 13 Debtors Exhibit 13 # 14 Debtors Exhibit 14 # 15 Debtors Exhibit 15 # 16 Debtors Exhibit 16 # 17 Debtors Exhibit 17 # 18 Debtors Exhibit 18) (Perez, Alfredo) (Entered: 10/01/2020)
10/01/2020	769 (2 pgs)	Withdraw Document (Filed By Texas Taxing Authorities).(Related document(s):761 Response/Objection) (LeDay, Tara) (Entered: 10/01/2020)
	770 (2 pgs)	Declaration re: / *Declaration and Disclosure Statement of Mr. Bahram N. Vakil, on Behalf of AZB & Partners* (Filed By SpeedCast International Limited). (Perez, Alfredo)

10/01/2020		(Entered: 10/01/2020)
10/01/2020	771 (2 pgs)	Declaration re: / *Declaration and Disclosure Statement of Andrew Muscat, on Behalf of Mamo TCV Advocates, Malta* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 10/01/2020)
10/01/2020	772 (2 pgs)	Declaration re: / *Declaration and Disclosure Statement of Gene Kwee, on Behalf of Mazars LLP, Singapore* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 10/01/2020)
10/01/2020	773 (2 pgs)	Declaration re: / *Declaration and Disclosure Statement of Djazia Tiourtite, on Behalf of Bird & Bird AARPI* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 10/01/2020)
10/01/2020	774 (146 pgs; 3 docs)	Notice *of Filing of Proposed 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*. (Related document(s):686 Emergency Motion) Filed by SpeedCast International Limited (Attachments: # 1 Exhibit A - Proposed Final Order # 2 Exhibit B - Redline) (Perez, Alfredo) (Entered: 10/01/2020)
10/02/2020		(private) Document 761 terminated. (LinhthuDo) (Entered: 10/02/2020)
10/02/2020	775 (4 pgs)	Agenda for Hearing on 10/5/2020 (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 10/02/2020)
10/02/2020	776 (71 pgs; 2 docs)	Agreed Order and Certificate of Counsel (Filed By SpeedCast International Limited).(Related document (s):686 Emergency Motion) (Attachments: # 1 Exhibit A - Proposed Final Order) (Perez, Alfredo) (Entered: 10/02/2020)
10/05/2020	777 (67 pgs)	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 (Related Doc # 686) Signed on 10/5/2020. (TylerLaws) (Entered: 10/05/2020)
10/05/2020		The hearing previously scheduled for 10/5/2020 at 11:00 AM is * canceled. * The order has been entered at ECF No. 777. (LinhthuDo) (Entered: 10/05/2020)
	778 (12 pgs)	Certificate *of Service re: Debtors' Omnibus Motion for Entry of an Order Authorizing (I) Rejection of Executory*

10/05/2020		*Contracts and Unexpired Leases and (II) Abandonment of De Minimis Property in Connection Therewith* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):763 Motion to Reject Lease or Executory Contract) (Gershbein, Evan) (Entered: 10/05/2020)
10/05/2020	779 (5 pgs)	Certificate *of Service re: Documents Served on October 1, 2020* (Filed By Kurtzman Carson Consultants LLC). (Related document(s):770 Declaration, 771 Declaration, 772 Declaration, 773 Declaration) (Gershbein, Evan) (Entered: 10/05/2020)
10/05/2020	780 (12 pgs)	Certificate *of Service re: 1) Notice of Filing of Proposed 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; and 2) Notice of Agenda of Matters Set for Video/Telephonic Hearing on October 5, 2020 at 11:00 am (CST)* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):774 Notice, 775 Agenda) (Gershbein, Evan) (Entered: 10/05/2020)
10/06/2020	781 (459 pgs; 2 docs)	Application / *First Interim Fee Application of KPMG LLP for Allowance of Compensation for Services Rendered and Reimbursement of Expenses Incurred for Tax Consulting Services to the Debtors for the Period May 7, 2020 Through July 31, 2020* Filed by Debtor SpeedCast International Limited (Attachments: # 1 Proposed Order) (Perez, Alfredo) (Entered: 10/06/2020)
10/06/2020	782 (4 pgs; 2 docs)	Certificate of No Objection *to Debtors' Motion for Entry of an 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* (Filed By SpeedCast International Limited).(Related document(s):680 Generic Motion) (Attachments: # 1 Proposed Order) (Sparacino, John) (Entered: 10/06/2020)
10/06/2020	783 (4 pgs)	Declaration re: *Second Supplemental Declaration of Randall A. Rios In Support of Application to Employ Husch Blackwell LLP* (Filed By The Official Committee of Unsecured Creditors).(Related document(s):481 Declaration, 497 Order on Application to Employ) (Rios, Randall) (Entered: 10/06/2020)
10/06/2020	784 (2 pgs)	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 (Related Doc # 680) Signed on 10/6/2020. (TylerLaws) (Entered: 10/06/2020)

10/06/2020	785 (2 pgs)	Order Authorizing Black Diamond Capital Management, L.L.C. to File Pleadings Under Seal (Related Doc # 665) Signed on 10/6/2020. (TylerLaws) (Entered: 10/06/2020)
10/06/2020	786 (2 pgs)	Order Authorizing Black Diamond Capital Management, L.L.C. to File its September 15, 2020 Hearing Exhibits Under Seal (Related Doc # 677) Signed on 10/6/2020. (TylerLaws) (Entered: 10/06/2020)
10/06/2020	787 (2 pgs)	Order (I) Authorizing Centerbridge to Redact Certain Potentially Confidential Information in the Response and Reservation of Rights of Centerbridge to Motion of Debtors Pursuant to 11 U.S.C. § 1121(d) to Extend Exclusive Periods and (II) Granting Related Relief (Related Doc # 681) Signed on 10/6/2020. (TylerLaws) (Entered: 10/06/2020)
10/06/2020	788 (3 pgs)	Order Authorizing Debtors to File Motion Under Seal (Related Doc # 687) Signed on 10/6/2020. (TylerLaws) (Entered: 10/06/2020)
10/06/2020	789 (2 pgs)	Order Authorizing the Official Committee of Unsecured Creditors to File Omnibus Statement in Response Under Seal (Related Doc # 690) Signed on 10/6/2020. (TylerLaws) (Entered: 10/06/2020)
10/06/2020	790 (4 pgs)	Stipulation By SpeedCast International Limited and United States Trustee. Does this document include an agreed order or otherwise request that the judge sign a document? Yes. (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 10/06/2020)
10/07/2020	791 (4 pgs)	Stipulation and Agreed Order Regarding Debtors' Compliance with Section 345(b) of the Bankruptcy Code Signed on 10/7/2020 (Related document(s):790 Stipulation) (TylerLaws) (Entered: 10/07/2020)
10/07/2020	792 (14 pgs)	Debtor-In-Possession Monthly Operating Report for Filing Period ending 7/31/2020, $43,497 disbursed (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 10/07/2020)
10/07/2020	793 (70 pgs)	BNC Certificate of Mailing. (Related document(s):777 Order on Emergency Motion) No. of Notices: 55. Notice Date 10/07/2020. (Admin.) (Entered: 10/08/2020)
	794 (5 pgs; 3 docs)	Declaration re: *Second Supplemental Declaration of John Sparacino in Support of the Debtors' Application to Retain McKool Smith PC as Conflicts Counsel for the Debtors Nunc Pro Tunc to May 5, 2020* (Filed By SpeedCast International Limited). (Attachments: # 1 Exhibit 1 # 2

10/08/2020		Exhibit 2) (Sparacino, John) (Entered: 10/08/2020)
10/08/2020	795 (2 pgs)	Declaration re: / *Declaration and Disclosure Statement of Wangui Wacieni Kaniaru on Behalf of Anjarwalla & Khanna LLP* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 10/08/2020)
10/08/2020	796 (2 pgs)	Declaration re: / *Declaration and Disclosure Statement of Hyunchul An, on Behalf of Bae, Kim & Lee LLC* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 10/08/2020)
10/08/2020	797 (2 pgs)	Declaration re: / *Declaration and Disclosure Statement of Afzal Koya, on Behalf of BDO Chartered Accountants and Advisors, UAE* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 10/08/2020)
10/08/2020	798 (2 pgs)	Declaration re: / *Declaration and Disclosure Statement of Gildas Louvel, on Behalf of Bird & Bird AARPI* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 10/09/2020)
10/08/2020	800 (5 pgs)	BNC Certificate of Mailing. (Related document(s):784 Generic Order) No. of Notices: 55. Notice Date 10/08/2020. (Admin.) (Entered: 10/09/2020)
10/08/2020	801 (5 pgs)	BNC Certificate of Mailing. (Related document(s):787 Order on Emergency Motion) No. of Notices: 55. Notice Date 10/08/2020. (Admin.) (Entered: 10/09/2020)
10/08/2020	802 (6 pgs)	BNC Certificate of Mailing. (Related document(s):788 Generic Order) No. of Notices: 55. Notice Date 10/08/2020. (Admin.) (Entered: 10/09/2020)
10/08/2020	803 (4 pgs)	BNC Certificate of Mailing. (Related document(s):785 Order on Motion to Seal) No. of Notices: 33. Notice Date 10/08/2020. (Admin.) (Entered: 10/09/2020)
10/08/2020	804 (11 pgs)	BNC Certificate of Mailing. (Related document(s):786 Order on Motion to Seal) No. of Notices: 33. Notice Date 10/08/2020. (Admin.) (Entered: 10/09/2020)
10/08/2020	805 (11 pgs)	BNC Certificate of Mailing. (Related document(s):789 Order on Motion to Seal) No. of Notices: 33. Notice Date 10/08/2020. (Admin.) (Entered: 10/09/2020)
10/09/2020	799 (2 pgs)	Declaration re: / *Declaration and Disclosure Statement of Zarina M. Fitzgerald, on Behalf of Higgs & Johnson* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 10/09/2020)

10/09/2020	806 (8 pgs)	Debtors Master Service List (Filed By Kurtzman Carson Consultants LLC). (Gershbein, Evan) (Entered: 10/09/2020)
10/09/2020	807 (11 pgs)	Certificate *of Service re: 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* (Filed By Kurtzman Carson Consultants LLC). (Related document(s):777 Order on Emergency Motion) (Gershbein, Evan) (Entered: 10/09/2020)
10/09/2020	808 (12 pgs)	Certificate *of Service re: 1) First Interim Fee Application of KPMG LLP for Allowance of Compensation and Reimbursement of Expenses for Tax Consulting Services for the Period May 7, 2020 Through July 31, 2020; 2) 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; and 3) Order Authorizing Debtors to File Motion Under Seal* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):781 Generic Application, 784 Generic Order, 788 Generic Order) (Gershbein, Evan) (Entered: 10/09/2020)
10/09/2020	809 (7 pgs)	BNC Certificate of Mailing. (Related document(s):791 Generic Order) No. of Notices: 55. Notice Date 10/09/2020. (Admin.) (Entered: 10/10/2020)
10/10/2020	810 (243 pgs)	Disclosure Statement Filed by SpeedCast International Limited. (Perez, Alfredo) (Entered: 10/10/2020)
10/10/2020	811 (155 pgs; 2 docs)	Emergency Motion *of Debtors for Entry of 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* Filed by Debtor SpeedCast International Limited Hearing scheduled for 10/19/2020 at 01:30 PM at telephone and video conference. (Attachments: # 1 Exhibit A - Proposed Order) (Perez, Alfredo) (Entered: 10/10/2020)
	812 (6 pgs)	Certificate *of Service re: Documents Served on October 9, 2020* (Filed By Kurtzman Carson Consultants LLC). (Related document(s):795 Declaration, 796 Declaration, 797 Declaration, 798 Declaration, 799 Declaration)

10/13/2020		(Gershbein, Evan) (Entered: 10/13/2020)
10/13/2020	813 (8 pgs)	Certificate *of Service re: 1) Disclosure Statement for Joint Chapter 11 Plan of Speedcast International Limited and its Debtor Affiliates; and 2) Emergency Motion of Debtors for Entry of 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* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):810 Disclosure Statement, 811 Emergency Motion (with hearing date)) (Gershbein, Evan) (Entered: 10/13/2020)
10/13/2020	814 (6 pgs; 2 docs)	Certificate of No Objection *to First Interim Fee Application of Weil, Gotshal & Manges LLP, Attorneys for Debtors, for Interim Allowance of Compensation for Professional Services Rendered and Reimbursement of Actual and Necessary Expenses Incurred From April 23, 2020 Through and Including July 31, 2020* (Filed By SpeedCast International Limited).(Related document (s):713 Generic Application) (Attachments: # 1 Exhibit A - Proposed Order) (Perez, Alfredo) (Entered: 10/13/2020)
10/15/2020	815 (1 pg)	Motion to Appear pro hac vice *for Jeffrey Reisner*. Filed by Creditor Inmarsat Global Limited (Boland, Jason) (Entered: 10/15/2020)
10/15/2020	816 (2 pgs)	Declaration re: */ Declaration and Disclosure Statement of Jacky Kinsey* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 10/15/2020)
10/15/2020	817 (2 pgs)	Declaration re: */ Declaration and Disclosure Statement of Luiz Fernando Rezende Gomes on Behalf of Deloitte Touche Tohmatsu Consultores Ltda e Adm. Ltda.* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 10/15/2020)
10/15/2020	818 (2 pgs)	Declaration re: */ Declaration and Disclosure Statement of Luiz Fernando Rezende Gomes on Behalf of Deloitte Touche Outsourcing Serv. Contabeis e Adm. Ltda.* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 10/15/2020)
	819 (9 pgs; 2 docs)	Motion to Seal *Black Diamond Capital Management, L.L.C.s Emergency Motion for Authorization to File Its*

10/15/2020		*October 19, 2020 Hearing Exhibits Under Seal* Filed by Interested Party Black Diamond Capital Management, LLC (Attachments: # 1 Exhibit A) (Hampton, Wallis) (Entered: 10/15/2020)
10/15/2020	820 (1072 pgs; 11 docs)	Sealed Document *Black Diamond Capital Management, L.L.C.'s Witness and Exhibit List for October 19, 2020 Video/Telephonic Hearing* (Filed By Black Diamond Capital Management, LLC). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6 # 7 Exhibit 7 # 8 Exhibit 8 # 9 Exhibit 9 # 10 Exhibit 10) (Hampton, Wallis) (Entered: 10/15/2020)
10/15/2020	821 (379 pgs; 9 docs)	Exhibit List, Witness List (Filed By SpeedCast International Limited).(Related document(s):811 Emergency Motion (with hearing date)) (Attachments: # 1 Debtors Exhibit 1 # 2 Debtors Exhibit 2 # 3 Debtors Exhibit 3 # 4 Debtors Exhibit 4 # 5 Debtors Exhibit 5 # 6 Debtors Exhibit 6 # 7 Debtors Exhibit 7 # 8 Debtors Exhibit 8) (Perez, Alfredo) (Entered: 10/15/2020)
10/16/2020	822 (1 pg)	Order Granting Motion to Appear *pro hac vice* - Jeffrey Reisner (Related Doc # 815) Signed on 10/16/2020. (TylerLaws) (Entered: 10/16/2020)
10/16/2020	823 (2 pgs)	Order Approving First Interim Fee Application of Weil, Gotshal & Manges LLP, Attorneys for Debtors, for Interim Allowance of Compensation for Professional Services Rendered and Reimbursement of Actual and Necessary Expenses Incurred from April 23, 2020 Through and Including July 31, 2020 (Related Doc # 713) Signed on 10/16/2020. (TylerLaws) (Entered: 10/16/2020)
10/16/2020	824 (4 pgs)	Exhibit List, Witness List (Filed By Inmarsat Global Limited).(Related document(s):811 Emergency Motion (with hearing date)) (Bruner, Robert) (Entered: 10/16/2020)
10/16/2020	825 (3 pgs)	Agenda for Hearing on 10/19/2020 (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 10/16/2020)
	826 (5 pgs)	Certificate *of Service re: 1) Declaration and Disclosure Statement of Jacky Kinsey on Behalf of RSM UK Tax and Accounting LTD.; 2) Declaration and Disclosure Statement of Luiz Fernando Rezende Gomes on Behalf of Deloitte Touche Tohmatsu Consultores Ltda e Adm. Ltda.; and 3) Declaration and Disclosure Statement of Luiz Fernando Rezende Gomes on Behalf of Deloitte Touche Outsourcing Serv. Contabeis e Adm. Ltda.* (Filed By Kurtzman Carson Consultants LLC).(Related document (s):816 Declaration, 817 Declaration, 818 Declaration)

10/16/2020		(Gershbein, Evan) (Entered: 10/16/2020)
10/16/2020	827 (83 pgs; 3 docs)	Objection *Black Diamond Capital Management, L.L.C.s Objection to 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* (related document(s):811 Emergency Motion (with hearing date)). Filed by Black Diamond Capital Management, LLC (Attachments: # 1 Exhibit A # 2 Exhibit B) (Hampton, Wallis) (Entered: 10/16/2020)
10/16/2020	828 (1410 pgs; 28 docs)	Notice *of Filing of Appendix to Black Diamond Capital Management, L.L.C.s Objection to Debtors Disclosure Statement Motion*. (Related document(s):827 Objection) Filed by Black Diamond Capital Management, LLC (Attachments: # 1 Tab 1 # 2 Tab 2 # 3 Tab 3 # 4 Tab 4 # 5 Tab 5 # 6 Tab 6 # 7 Tab 7 # 8 Tab 8 # 9 Tab 9 # 10 Tab 10 # 11 Tab 11 # 12 Tab 12 # 13 Tab 13 # 14 Tab 14 # 15 Tab 15 # 16 Tab 16 # 17 Tab 17 # 18 Tab 18 # 19 Tab 19 # 20 Tab 20 # 21 Tab 21 # 22 Tab 22 # 23 Tab 23 # 24 Tab 24, part 1 # 25 Tab 24, part 2 # 26 Tab 24, part 3 # 27 Tab 25) (Hampton, Wallis) (Entered: 10/16/2020)
10/16/2020	829 (128 pgs; 2 docs)	Application / *First Interim Application of (I) Moelis Australia Advisory Pty Ltd and (II) Moelis & Company LLC for Allowance of Compensation for Professional Services Rendered and Reimbursement of Actual and Necessary Expenses as Investment Bankers and Financial Advisors to the Debtors From April 23, 2020 Through July 31, 2020* Filed by Debtor SpeedCast International Limited (Attachments: # 1 Proposed Order) (Perez, Alfredo) (Entered: 10/16/2020)
10/16/2020	830 (26 pgs)	Objection (related document(s):811 Emergency Motion (with hearing date)). Filed by Inmarsat Global Limited (Bruner, Robert) (Entered: 10/16/2020)
	831 (19 pgs)	Objection *Black Diamond Commercial Finance, L.L.C.'s Objection to the Debtors 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*

10/18/2020		*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* (related document(s):811 Emergency Motion (with hearing date)). Filed by Black Diamond Commercial Finance, L.L.C. (McGuire, Daniel) (Entered: 10/18/2020)
10/18/2020	832 (8 pgs; 2 docs)	Statement *of the Official Committee of Unsecured Creditors in Support of Conditional Approval of the Debtors' Disclosure Statement for Joint Chapter 11 Plan of Speedcast International Limited and Its Debtor Affiliates* (Filed By The Official Committee of Unsecured Creditors).(Related document(s):810 Disclosure Statement) (Attachments: # 1 Exhibit A) (Million, Timothy) (Entered: 10/18/2020)
10/18/2020	833 (4 pgs)	BNC Certificate of Mailing. (Related document(s):822 Order on Motion to Appear pro hac vice) No. of Notices: 55. Notice Date 10/18/2020. (Admin.) (Entered: 10/19/2020)
10/18/2020	834 (5 pgs)	BNC Certificate of Mailing. (Related document(s):823 Order on Generic Application) No. of Notices: 55. Notice Date 10/18/2020. (Admin.) (Entered: 10/19/2020)
10/19/2020	835 (248 pgs)	Disclosure Statement Filed by SpeedCast International Limited. (Perez, Alfredo) (Entered: 10/19/2020)
10/19/2020	836 (57 pgs)	Omnibus Reply *of Debtors to Objections to Disclosure Statement* (related document(s):811 Emergency Motion (with hearing date)). Filed by SpeedCast International Limited (Perez, Alfredo) (Entered: 10/19/2020)
10/19/2020	837 (268 pgs; 3 docs)	Notice *of Filing of Revised Proposed 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.* (Related document(s):811 Emergency Motion (with hearing date)) Filed by SpeedCast International Limited (Attachments: # 1 Exhibit A - Revised Proposed Order # 2 Exhibit B - Redline) (Perez, Alfredo) (Entered: 10/19/2020)
	838	Notice *of Filing of Revised Disclosure Statement for Joint*

10/19/2020	(68 pgs)	*Chapter 11 Plan of Speedcast International Limited and Its Debtor Affiliates*. (Related document(s):810 Disclosure Statement, 835 Disclosure Statement) Filed by SpeedCast International Limited (Perez, Alfredo) (Entered: 10/19/2020)
10/19/2020	839 (9 pgs; 2 docs)	Motion to Seal *Black Diamond Capital Management, L.L.C.s Emergency Motion for Authorization to File Supplemental Objection Under Seal* Filed by Interested Party Black Diamond Capital Management, LLC (Attachments: # 1 Exhibit A) (Hampton, Wallis) (Entered: 10/19/2020)
10/19/2020	840 (18 pgs; 4 docs)	Sealed Document *Black Diamond Capital Management, L.L.C.s Supplemental Objection to Emergency Motion o Debtors For Entry of 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 Re-lated Relief* (Filed By Black Diamond Capital Management, LLC). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3) (Hampton, Wallis) (Entered: 10/19/2020)
10/19/2020	841 (441 pgs; 10 docs)	Exhibit List, Witness List (Filed By SpeedCast International Limited).(Related document(s):811 Emergency Motion (with hearing date)) (Attachments: # 1 Debtors Exhibit 1 # 2 Debtors Exhibit 2 # 3 Debtors Exhibit 3 # 4 Debtors Exhibit 4 # 5 Debtors Exhibit 5 # 6 Debtors Exhibit 6 # 7 Debtors Exhibit 7 # 8 Debtors Exhibit 8 # 9 Debtors Exhibit 9) (Perez, Alfredo) (Entered: 10/19/2020)
10/19/2020	842 (5 pgs)	Amended Agenda for Hearing on 10/19/2020 (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 10/19/2020)
10/19/2020	843 (9 pgs; 2 docs)	Motion to Seal *Black Diamond Capital Management, L.L.C.s Emergency Motion for Authorization to File Its Supplemental October 19, 2020 Hearing Exhibits Under Seal* Filed by Interested Party Black Diamond Capital Management, LLC (Attachments: # 1 Exhibit A) (Hampton, Wallis) (Entered: 10/19/2020)
	844 (215 pgs; 7 docs)	Sealed Document *Black Diamond Capital Management, L.L.C.s Supplemental Witness and Exhibit List for October*

10/19/2020		*19, 2020 Video/Telephonic Hearing* (Filed By Black Diamond Capital Management, LLC). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6) (Hampton, Wallis) (Entered: 10/19/2020)
10/19/2020	845 (1 pg)	Courtroom Minutes. Time Hearing Held: 1:30 pm - 2:44 pm. Telephonic Appearances: See attached. Witnesses sworn in and testimony given: Michael Healy. Exhibits admitted: ECF No. 820 1-6. ECF No. 844 1, 3, 5, 6. ECF No. 838. ECF No. 841 1-8. Hearing continued to hear closing arguments on 10/21/20 at 4:45 pm. (Related document(s):811 Emergency Motion (with hearing date)) **Hearing scheduled for 10/21/2020 at 04:45 PM at telephone and video conference.** (TylerLaws) (Entered: 10/19/2020)
10/19/2020	846 (1 pg)	AO 435 TRANSCRIPT ORDER FORM (Daily (24 hours)) by Debtors Counsel / Alfredo R. Perez. This is to order a transcript of Bankruptcy Proceeding on October 19, 2020 before Judge Marvin P. Isgur. Court Reporter/Transcriber: Judicial Transcribers of Texas (Filed By SpeedCast International Limited). (Perez, Alfredo) Electronically forwarded to Judicial Transcribers of Texas on 10-21-2020. Estimated completion date: 10-22-2020. Modified on 10/21/2020 (MelissaMorgan). (Entered: 10/19/2020)
10/19/2020	847 (4 pgs)	Exhibit List (Filed By SpeedCast International Limited). (Related document(s):811 Emergency Motion (with hearing date)) (Perez, Alfredo) (Entered: 10/19/2020)
10/19/2020	848 (34 pgs)	Sealed Document / *Debtors' Exhibit 10* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 10/19/2020)
10/19/2020	849 (1 pg)	PDF with attached Audio File. Court Date & Time [10/19/2020 1:27:31 PM]. File Size [21342 KB]. Run Time [00:44:28]. (admin). (Entered: 10/19/2020)
10/19/2020	850 (9 pgs; 2 docs)	Motion to Seal / *Motion of Debtors for Entry of an Order Authorizing Debtors to File Under Seal Exhibit 10 to Debtors' Supplemental Exhibit List in Connection With October 19, 2020 Video/Telephonic Hearing* Filed by Debtor SpeedCast International Limited (Attachments: # 1 Exhibit A - Proposed Order) (Perez, Alfredo) (Entered: 10/19/2020)
10/20/2020	851 (14 pgs)	Debtor-In-Possession Monthly Operating Report for Filing Period ending 8/31/2020, $47,307 disbursed (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 10/20/2020)

10/20/2020	852 (6 pgs)	Response/Objection Filed by Black Diamond Capital Management, LLC. (Related document(s):848 Sealed Document) (Hampton, Wallis) (Entered: 10/20/2020)
10/20/2020	853 (16 pgs; 2 docs)	Motion *of Debtors Pursuant to 11 U.S.C. Section 1121(d) to Further Extend Exclusive Periods* Filed by Debtor SpeedCast International Limited (Attachments: # 1 Exhibit A - Proposed Order) (Perez, Alfredo) (Entered: 10/20/2020)
10/20/2020	854 (6 pgs)	Response / *Debtors' Response to Black Diamond Capital Management, L.L.C.'s Objection to Debtors' Exhibit Number 10 (Re: Docket 848)*. Filed by SpeedCast International Limited (Perez, Alfredo) (Entered: 10/20/2020)
10/20/2020	855 (45 pgs; 3 docs)	Certificate of No Objection *to Motion of Debtors for Entry of an Order (I) Authorizing and Approving nbn Transaction, Including (A) Private Sale Free and Clear of All Liens, Claims, Encumbrances, and Other Interests, (B) Assumption and Assignment of Certain Contracts, and (C) Settlement and Release of Claims, (II) Approving Form and Manner of Notices of nbn Transaction, and (III) Granting Related Relief* (Filed By SpeedCast International Limited).(Related document(s):739 Generic Motion) (Attachments: # 1 Exhibit A - Proposed Order # 2 Exhibit B - Redline) (Perez, Alfredo) (Entered: 10/20/2020)
10/21/2020	856 (8 pgs; 2 docs)	Additional Attachments Re: *Revised Exhibit A - Recommendation Letter* (related document(s):832 Statement) (Filed By The Official Committee of Unsecured Creditors).(Related document(s):832 Statement) (Attachments: # 1 Redline of UCC Recommendation Letter) (Million, Timothy) (Entered: 10/21/2020)
10/21/2020	857 (1 pg)	Courtroom Minutes. Time Hearing Held: 4:46 pm - 6:17 pm. Telephonic Appearances: See attached. Debtor's cross-designations admitted generally on the record.The two required amendments relating to the third party releases to be made to the disclosure statement by Debtors counsel as stated on the record, counsel to contact Case Manager Linhthu Do when filed. (Related document (s):811 Emergency Motion (with hearing date)) (TylerLaws) Modified on 10/21/2020 (TylerLaws). (Entered: 10/21/2020)
10/21/2020	858 (1 pg)	PDF with attached Audio File. Court Date & Time [10/21/2020 4:45:59 PM]. File Size [43938 KB]. Run Time [01:31:32]. (admin). (Entered: 10/21/2020)
	859	AO 435 TRANSCRIPT ORDER FORM (Expedited (7

10/21/2020	(1 pg)	days)) by Debtors Counsel / Alfredo R. Perez. This is to order a transcript of Bankruptcy Proceeding on October 21, 2020 before Judge Marvin P. Isgur. Court Reporter/Transcriber: Judicial Transcribers of Texas (Filed By SpeedCast International Limited). (Perez, Alfredo) Electronically forwarded to Judicial Transcribers of Texas on October 27, 2020. Estimated completion date: November 3, 2020. Modified on 10/27/2020 (ClaudiaGutierrez). (Entered: 10/21/2020)
10/22/2020	860 (54 pgs)	Transcript RE: Objections to the Disclosure Statement Hearing Via Zoom held on October 19, 2020 before Judge Marvin Isgur. Transcript is available for viewing in the Clerk's Office. Filed by Transcript access will be restricted through 01/20/2021. (mhen) (Entered: 10/22/2020)
10/22/2020	861 (1 pg)	AO 435 TRANSCRIPT ORDER FORM (Expedited (7 days)) by The Official Committee of Unsecured Creditors/Randall A. Rios. This is to order a transcript of Hearing to Approve Disclosure Statement; October 19, 2020 before Judge Marvin P. Isgur. Court Reporter/Transcriber: Judicial Transcribers of Texas (Filed By The Official Committee of Unsecured Creditors). (Rios, Randall) Copy Request electronically forwarded to Judicial Transcribers of Texas on October 27, 2020. Estimated completion date: November 3, 2020. Modified on 10/27/2020 (ClaudiaGutierrez). (Entered: 10/22/2020)
10/22/2020	862 (1 pg)	AO 435 TRANSCRIPT ORDER FORM (Expedited (7 days)) by The Official Committee of Unsecured Creditors/Randall A. Rios. This is to order a transcript of Hearing to Approve Disclosure Statement; October 21, 2020 before Judge Marvin P. Isgur. Court Reporter/Transcriber: Judicial Transcribers of Texas (Filed By The Official Committee of Unsecured Creditors). (Rios, Randall) Copy Request electronically forwarded to Judicial Transcribers of Texas on October 27, 2020. Estimated completion date: November 3, 2020. Modified on 10/27/2020 (ClaudiaGutierrez). (Entered: 10/22/2020)
	863 (8 pgs)	Certificate *of Service re: 1) Order Approving First Interim Fee Application of Weil, Gotshal & Manges LLP, as Attorneys for Debtors, for Interim Allowance of Compensation for Professional Services Rendered and Reimbursement of Actual and Necessary Expenses Incurred from April 23, 2020 Through and Including July 31, 2020; 2) Notice of Agenda of Matters Set for Video/Telephonic Hearing on October 19, 2020 at 1:30 p.m. (CST); and 3) First Interim Application of (I) Moelis Australia Advisory Pty Ltd and (II) Moelis & Company LLC for Allowance of Compensation for Professional Services Rendered and Reimbursement of Actual and Necessary Expenses as Investment Bankers and Financial*

10/22/2020		*Advisors to the Debtors from April 23, 2020 Through July 31, 2020* (Filed By Kurtzman Carson Consultants LLC). (Related document(s):823 Order on Generic Application, 825 Agenda, 829 Generic Application) (Gershbein, Evan) (Entered: 10/22/2020)
10/22/2020	864 (11 pgs)	Certificate *of Service re: Documents Served on October 19, 2020* (Filed By Kurtzman Carson Consultants LLC). (Related document(s):836 Reply, 837 Notice, 838 Notice, 841 Exhibit List, Witness List, 842 Agenda) (Gershbein, Evan) (Entered: 10/22/2020)
10/22/2020	865 (7 pgs)	Certificate *of Service re: 1) Monthly Operating Report for SpeedCast International Limited, et al., for the Filing Period August 1, 2020 Through August 31, 2020; and 2) Motion of Debtors Pursuant to 11 U.S.C. Section 1121(d) to Further Extend Exclusive Periods* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):851 Debtor-in-Possession Monthly Operating Report, 853 Generic Motion) (Gershbein, Evan) (Entered: 10/22/2020)
10/22/2020	866 (1 pg)	AO 435 TRANSCRIPT ORDER FORM (Expedited (7 days)) by Elizabeth Arnold. This is to order a transcript of 10/21/2020, hearing before Judge Marvin P. Isgur. Court Reporter/Transcriber: Judicial Transcribers of Texas. (mmap) Copy Request electronically forwarded to Judicial Transcribers of Texas on October 27, 2020. Estimated completion date: November 3, 2020. Modified on 10/27/2020 (ClaudiaGutierrez). (Entered: 10/22/2020)
10/23/2020	867 (1 pg)	Notice of Filing of Official Transcript as to 860 Transcript. Parties notified (Related document(s):860 Transcript) (dhan) (Entered: 10/23/2020)
10/23/2020	868 (5 pgs)	Certificate *Supplemental Certificate of Service re: 1) Notice of Chapter 11 Bankruptcy Case and Meeting of Creditors; and 2) Motion of Debtors for Entry of an Order (I) Authorizing and Approving NBN Transaction, Including (A) Private Sale Free and Clear of All Liens, Claims, Encumbrances, and Other Interests, (B) Assumption and Assignment of Certain Contracts, and (C) Settlement and Release of Claims, (II) Approving Form and Manner of Notices of NBN Transaction, and (III) Granting Related Relief* (Filed By Kurtzman Carson Consultants LLC). (Related document(s):157 Notice, 739 Generic Motion) (Gershbein, Evan) (Entered: 10/23/2020)
	869 (25 pgs; 3 docs)	Omnibus Motion / *Debtors' Omnibus Motion for Entry of an Order Authorizing (I) Rejection of Executory Contracts and Unexpired Leases and (II) Abandonment of De Minimis Property in Connection Therewith* Filed by Debtor SpeedCast International Limited (Attachments: # 1 Exhibit

10/23/2020		A - Proposed Order # 2 Exhibit B - Healy Declaration) (Perez, Alfredo) (Entered: 10/23/2020)
10/23/2020	874 (1 pg)	Final Order By District Court Judge Lee Rosenthal, Re: Appeal on Civil Action Number: 4:20-cv-1970, Order Granting Motion to Dismiss Appeal. Signed on 10/23/2020 (Related document(s):276 Notice of Appeal) (ShoshanaArnow) (Entered: 10/26/2020)
10/24/2020	870 (6 pgs; 2 docs)	Certificate of No Objection *to Frist Interim Application of Hogan Lovells US LLP, as Counsel to The Official Committee of Unsecured Creditors for Allowance of Compensation and Reimbursement of Expenses* (Filed By The Official Committee of Unsecured Creditors).(Related document(s):767 Application for Compensation) (Attachments: # 1 Exhibit A (Proposed Order)) (Million, Timothy) (Entered: 10/24/2020)
10/24/2020	871 (6 pgs; 2 docs)	Certificate of No Objection *to First Interim Application of Husch Blackwell LLP as Co-Counsel and Conflicts Counsel to The Official Committee of Unsecured Creditors for Allowance of Compensation and Reimbursement of Expenses* (Filed By The Official Committee of Unsecured Creditors).(Related document(s):766 Application for Compensation) (Attachments: # 1 Exhibit A (Proposed Order)) (Million, Timothy) (Entered: 10/24/2020)
10/25/2020	872 (45 pgs; 4 docs)	Motion *of Debtors for Entry of Order Approving and Authorizing Implementation of Key Employee Incentive Plan* Filed by Debtor SpeedCast International Limited (Attachments: # 1 Exhibit A - Proposed Order # 2 Exhibit B - Healy Declaration # 3 Exhibit C - Georgeson Declaration) (Perez, Alfredo) (Entered: 10/25/2020)
10/25/2020	873 (4 pgs)	BNC Certificate of Mailing. (Related document(s):867 Notice of Filing of Official Transcript (Form)) No. of Notices: 54. Notice Date 10/25/2020. (Admin.) (Entered: 10/26/2020)
10/26/2020	875 (6 pgs)	Declaration re: */ Second Supplemental Declaration of David N. Griffiths in Support of Application of Debtors for Authority to Retain and Employ Weil, Gotshal & Manges LLP as Attorneys for the Debtors Effective as of Petition Date (related document(s) 263, 334)* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 10/26/2020)
	876 (6 pgs; 2 docs)	Certificate of No Objection *to First Interim Fee Application of FTI Consulting, Inc., for Services and Reimbursement of Expenses as Chief Restructuring Officer and Financial Advisor to the Debtors for the Period From April 23, 2020 Through July 31, 2020* (Filed By SpeedCast International

10/27/2020		Limited).(Related document(s):764 Generic Application) (Attachments: # 1 Exhibit A - Proposed Order) (Perez, Alfredo) (Entered: 10/27/2020)
10/27/2020	877 (59 pgs)	Transcript RE: Conditional Disclosure Statement Hearing (Via Video Conference) held on October 21, 2020 before Judge Marvin Isgur. Transcript is available for viewing in the Clerk's Office. Filed by Transcript access will be restricted through 01/25/2021. (mhen) (Entered: 10/27/2020)
10/28/2020	878 (1 pg)	Notice of Filing of Official Transcript as to 877 Transcript. Parties notified (Related document(s):877 Transcript) (jdav) (Entered: 10/28/2020)
10/28/2020	879 (27 pgs)	Order (I) Authorizing and Approving NBN Transaction, Including (A) Private Sale Free and Clear of All Liens, Claims, Encumbrances, and Other Interests, (B) Assumption and Assignment of Certain Contracts, and (C) Settlement and Release of Claims, (II) Approving Form and Manner of Notices of NBN Transaction, and (III) Granting Related Relief (Related Doc # 739) Signed on 10/28/2020. (TylerLaws) (Entered: 10/28/2020)
10/28/2020	880 (2 pgs)	Order Approving First Interim Fee Application of Hogan Lovells US LLP, as Counsel to the Official Committee of Unsecured Creditors for Allowance of Compensation and Reimbursement of Expenses for the Period from May 8, 2020 Through July 31, 2020 (Related Doc # 767) Signed on 10/28/2020. (TylerLaws) (Entered: 10/28/2020)
10/28/2020	881 (2 pgs)	Order Approving First Interim Application of Husch Blackwell LLP as Co-Counsel and Conflicts Counsel to the Official Committee of Unsecured Creditors for Allowance of Compensation and Reimbursement of Expenses (Related Doc # 766) Signed on 10/28/2020. (TylerLaws) (Entered: 10/28/2020)
10/28/2020	882 (2 pgs)	Order Approving First Interim Fee Application of FTI Consulting, Inc., for Services and Reimbursement of Expenses as Chief Restructuring Officer and Financial Advisor to the Debtors for the Period from April 23, 2020 Through July 31, 2020 (Related Doc # 764) Signed on 10/28/2020. (TylerLaws) (Entered: 10/28/2020)
10/28/2020	883 (9 pgs)	Objection *The Auxisi Group, Inc and Brad Rogers' Objection to Debtors' Omnibus Motion for Entry of an Order Authorizing (I) Rejection of Executory Contracts and Unexpired Leases and (II) Abandonment of De Minimis Property in Connection Therewith* (related document(s):869 Generic Motion). Filed by Brad Rogers (TylerLaws) (Entered: 10/28/2020)

10/28/2020	884 (11 pgs)	Certificate *of Service re: Debtors' Omnibus Motion for Entry of an Order Authorizing (I) Rejection of Executory Contracts and Unexpired Leases and (II) Abandonment of De Minimis Property in Connection Therewith* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):869 Generic Motion) (Gershbein, Evan) (Entered: 10/28/2020)
10/28/2020	885 (7 pgs)	Certificate *of Service re: 1) Motion of Debtors for Entry of Order Approving and Authorizing Implementation of Key Employee Incentive Plan; and 2) Second Supplemental Declaration of David N. Griffiths in Support of Application of Debtors for Authority to Retain and Employ Weil, Gotshal & Manges LLP as Attorneys for the Debtors Effective as of Petition Date* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):872 Generic Motion, 875 Declaration) (Gershbein, Evan) (Entered: 10/28/2020)
10/30/2020	886 (5 pgs; 2 docs)	Transfer of Claim Transfer Agreement 3001 (e) 2 Transferor: ING Bank, N.V. (Claim No. 21) To CCP III Credit Acquisition Holdings, LLC Fee Amount $25 (Rochester, Stephen) (Entered: 10/30/2020)
10/30/2020		Receipt of Transfer of Claim(20-32243) [claims,trclm] (25.00) Filing Fee. Receipt number 22556110. Fee amount $ 25.00. (U.S. Treasury) (Entered: 10/30/2020)
10/30/2020	887 (9 pgs)	Statement / *Second Quarterly Report of Fees and Expenses Paid to Ordinary Course Professionals for the Period Beginning July 1, 2020 and Ending September 30, 2020* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 10/30/2020)
10/30/2020	888 (4 pgs)	BNC Certificate of Mailing. (Related document(s):878 Notice of Filing of Official Transcript (Form)) No. of Notices: 54. Notice Date 10/30/2020. (Admin.) (Entered: 10/31/2020)
10/30/2020	889 (30 pgs)	BNC Certificate of Mailing. (Related document(s):879 Generic Order) No. of Notices: 54. Notice Date 10/30/2020. (Admin.) (Entered: 10/31/2020)
10/30/2020	890 (12 pgs)	BNC Certificate of Mailing. (Related document(s):880 Order on Application for Compensation) No. of Notices: 54. Notice Date 10/30/2020. (Admin.) (Entered: 10/31/2020)
10/30/2020	891 (12 pgs)	BNC Certificate of Mailing. (Related document(s):881 Order on Application for Compensation) No. of Notices: 54. Notice Date 10/30/2020. (Admin.) (Entered: 10/31/2020)

10/30/2020	892 (12 pgs)	BNC Certificate of Mailing. (Related document(s):882 Order on Generic Application) No. of Notices: 54. Notice Date 10/30/2020. (Admin.) (Entered: 10/31/2020)
10/31/2020	893 (256 pgs)	Disclosure Statement Filed by SpeedCast International Limited. (Perez, Alfredo) (Entered: 10/31/2020)
10/31/2020	894 (282 pgs; 3 docs)	Notice *of Filing of Revised Proposed 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.* Filed by SpeedCast International Limited (Attachments: # 1 Exhibit A - Revised Proposed Order # 2 Exhibit B - Redline) (Perez, Alfredo) (Entered: 10/31/2020)
10/31/2020	895 (63 pgs)	Notice *of Filing of Disclosure Statement for Amended Joint Chapter 11 Plan of Speedcast International Limited and Its Debtor Affiliates*. Filed by SpeedCast International Limited (Perez, Alfredo) (Entered: 10/31/2020)
11/02/2020	896 (131 pgs)	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 Signed on 11/2/2020 (Related document(s):811 Emergency Motion (with hearing date)) **Combined Hearing scheduled for 12/17/2020 at 09:00 AM at telephone and video conference.** (TylerLaws) (Entered: 11/02/2020)
11/02/2020	897 (14 pgs)	Certificate *of Service re: Order (I) Authorizing and Approving NBN Transaction, Including (A) Private Sale Free and Clear of All Liens, Claims, Encumbrances, and Other Interests, (B) Assumption and Assignment of Certain Contracts, and (C) Settlement and Release of Claims, (II) Approving Form and Manner of Notices of NBN Transaction, and (III) Granting Related Relief* (Filed By Kurtzman Carson Consultants LLC).(Related document (s):879 Generic Order) (Gershbein, Evan) (Entered: 11/02/2020)

11/02/2020	898 (8 pgs)	Debtors Master Service List (Filed By Kurtzman Carson Consultants LLC). (Gershbein, Evan) (Entered: 11/02/2020)
11/03/2020	899 (261 pgs)	Notice *of Filing of Solicitation Version of Disclosure Statement for Amended Joint Chapter 11 Plan of Speedcast International Limited and Its Debtor Affiliates*. Filed by SpeedCast International Limited (Perez, Alfredo) (Entered: 11/03/2020)
11/03/2020	900 (16 pgs)	Notice *of Filing of Changed Pages to Solicitation Version of Disclosure Statement for Amended Joint Chapter 11 Plan of Speedcast International Limited and Its Debtor Affiliates*. (Related document(s):899 Notice) Filed by SpeedCast International Limited (Funk, Brenda) (Entered: 11/03/2020)
11/04/2020	901 (14 pgs)	Debtor-In-Possession Monthly Operating Report for Filing Period ending 9/30/2020, $56,571 disbursed (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 11/04/2020)
11/04/2020	902 (141 pgs)	BNC Certificate of Mailing. (Related document(s):896 Order Setting Hearing) No. of Notices: 55. Notice Date 11/04/2020. (Admin.) (Entered: 11/05/2020)
11/04/2020	903 (9 pgs)	BNC Certificate of Mailing. (Related document(s):886 Transfer of Claim) No. of Notices: 1. Notice Date 11/04/2020. (Admin.) (Entered: 11/05/2020)
11/05/2020	904 (12 pgs)	Certificate *of Service re: 1) Disclosure Statement for Amended Joint Chapter 11 Plan of Speedcast International Limited and Its Debtor Affiliates; 2) Notice of Filing of Revised Proposed 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; and 3) Notice of Filing of Disclosure Statement for Amended Joint Chapter 11 Plan of Speedcast International Limited and Its Debtor Affiliates* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):893 Disclosure Statement, 894 Notice, 895 Notice) (Gershbein, Evan) (Entered: 11/05/2020)
	905 (9 pgs; 2 docs)	Emergency Motion *to Compel Production of Documents From Black Diamond Capital Management, L.L.C.* Filed by

11/06/2020		Debtor SpeedCast International Limited (Attachments: # 1 Exhibit A - Proposed Order) (Perez, Alfredo) (Entered: 11/06/2020)
11/06/2020	906 (76 pgs; 11 docs)	Declaration re: */ Declaration of Paul R. Genender* (Filed By SpeedCast International Limited).(Related document(s):905 Emergency Motion) (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6 # 7 Exhibit 7 # 8 Exhibit 8 # 9 Exhibit 9 # 10 Exhibit 10) (Perez, Alfredo) (Entered: 11/06/2020)
11/06/2020	907 (2 pgs)	Order Authorizing Black Diamond Capital Management, L.L.C. to File its October 19, 2020 Hearing Exhibits Under Seal (Related Doc # 819) Signed on 11/6/2020. (TylerLaws) (Entered: 11/06/2020)
11/06/2020	908 (1 pg)	Order for Response to Motion to Compel Signed on 11/6/2020 (Related document(s):905 Emergency Motion) (TylerLaws) (Entered: 11/06/2020)
11/06/2020	909 (7 pgs)	Certificate *of Service re: Monthly Operating Report for SpeedCast International Limited, et al., for the Filing Period Ending September 30, 2020* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):901 Debtor-in-Possession Monthly Operating Report) (Gershbein, Evan) (Entered: 11/06/2020)
11/06/2020	910 (5 pgs)	Notice */Centerbridge Partners, L.P.'s Joinder in Debtors' Emergency Motion to Compel Production of Documents from Black Diamond Capital Management, L.L.C.*. (Related document(s):905 Emergency Motion) Filed by Centerbridge Partners, L.P. and certain of its affiliates (Spears, Trevor) (Entered: 11/06/2020)
11/06/2020	911 (25 pgs; 4 docs)	Declaration re: */Declaration of Amy R. Wolf in Support of Centerbridge Partners, L.P.'s Joinder in Debtors' Emergency Motion to Compel Production of Documents from Black Diamond Capital Management, L.L.C.* (Filed By Centerbridge Partners, L.P. and certain of its affiliates). (Related document(s):910 Notice) (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3) (Spears, Trevor) (Entered: 11/06/2020)
11/08/2020	912 (4 pgs)	BNC Certificate of Mailing. (Related document(s):908 Generic Order) No. of Notices: 55. Notice Date 11/08/2020. (Admin.) (Entered: 11/08/2020)
11/08/2020	913 (4 pgs)	BNC Certificate of Mailing. (Related document(s):907 Order on Motion to Seal) No. of Notices: 33. Notice Date 11/08/2020. (Admin.) (Entered: 11/08/2020)

11/09/2020	914 (24 pgs; 2 docs)	Objection *Black Diamond Capital Management, L.L.C.s Objection To Debtors Emergency Motion to Compel Production of Documents from Black Diamond Capital Management, L.L.C. (Re: Docket No. 905)* (related document(s):905 Emergency Motion). Filed by Black Diamond Capital Management, LLC (Attachments: # 1 Exhibit A) (Hampton, Wallis) (Entered: 11/09/2020)
11/09/2020	915 (261 pgs; 12 docs)	Declaration re: *Declaration of Albert L. Hogan III in Support Of Black Diamond Capital Management, L.L.C.s Objection to Debtors Emergency Motion to Compel Production of Documents from Black Dia-mond Capital Management, L.L.C.* (Filed By Black Diamond Capital Management, LLC).(Related document(s):914 Objection) (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6 # 7 Exhibit 7 # 8 Exhibit 8 # 9 Exhibit 9 # 10 Exhibit 10 # 11 Exhibit 11) (Hampton, Wallis) (Entered: 11/09/2020)
11/09/2020	916 (6 pgs)	Declaration re: *Second Supplemental Declaration of Michael Healy in Support of the Application of Debtors for Entry of Order Authorizing Employment and Retention of FTI Consulting, Inc. as Chief Restructuring Officer and Financial Advisor to the Debtors Nunc Pro Tunc to Petition Date* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 11/09/2020)
11/09/2020	917 (4 pgs)	Schedule G Non-Individual- Executory Contracts and Unexpired Leases / *Supplement to Schedule G for CapRock Communications (Australia) Pty Ltd (Case No. 20-32267)* (Filed By CapRock Communications (Australia) Pty Ltd). (Perez, Alfredo) (Entered: 11/09/2020)
11/09/2020	918 (4 pgs)	Schedule G Non-Individual- Executory Contracts and Unexpired Leases / *Supplement to Schedule G for CapRock UK Limited (Case No. 20-32245)* (Filed By CapRock UK Limited). (Perez, Alfredo) (Entered: 11/09/2020)
11/09/2020	919 (4 pgs)	Schedule G Non-Individual- Executory Contracts and Unexpired Leases / *Supplement to Schedule G for Globecomm Europe B.V. (Case No. 20-32269)* (Filed By Globecomm Europe B.V.). (Perez, Alfredo) (Entered: 11/09/2020)
11/09/2020	920 (4 pgs)	Schedule G Non-Individual- Executory Contracts and Unexpired Leases / *Supplement to Schedule G for Globecomm Network Services Corporation (Case No. 20-32260)* (Filed By Globecomm Network Services Corporation). (Perez, Alfredo) (Entered: 11/09/2020)
	921 (4 pgs)	Schedule G Non-Individual- Executory Contracts and Unexpired Leases / *Supplement to Schedule G for Hermes*

11/09/2020		*Datacommunications International Limited (Case No. 20-32261)* (Filed By Hermes Datacommunications International Limited). (Perez, Alfredo) (Entered: 11/09/2020)
11/09/2020	922 (9 pgs)	Schedule E/F: Creditors Who Have Unsecured Claims Non-Individual / *Supplement and Amendment to Schedules of Oceanic Broadband Solutions Pty Ltd (Case No. 20-32253) (*, Schedule G Non-Individual- Executory Contracts and Unexpired Leases (Filed By Oceanic Broadband Solutions Pty Ltd). (Perez, Alfredo) (Entered: 11/09/2020)
11/09/2020	923 (7 pgs)	Amended Schedule G Non-Individual- Executory Contracts and Unexpired Leases / *Supplement and Amendment to Schedules of Speedcast Australia Pty Limited (Case No. 20-32251)* (Filed By SpeedCast Australia Pty Limited). (Perez, Alfredo) (Entered: 11/09/2020)
11/09/2020	924 (5 pgs)	Schedule G Non-Individual- Executory Contracts and Unexpired Leases / *Supplement to Schedule G for Speedcast Limited (Case No. 20-32248)* (Filed By SpeedCast Limited). (Perez, Alfredo) (Entered: 11/09/2020)
11/09/2020	925 (4 pgs)	Schedule G Non-Individual- Executory Contracts and Unexpired Leases / *Supplement to Schedule G for Speedcast Managed Services Pty Limited (Case No. 20-32254)* (Filed By SpeedCast Managed Services Pty Limited). (Perez, Alfredo) (Entered: 11/09/2020)
11/09/2020	926 (4 pgs)	Schedule G Non-Individual- Executory Contracts and Unexpired Leases / *Supplement to Schedule G for Speedcast Singapore Pte, Ltd. (Case No. 20-32262)* (Filed By SpeedCast Singapore Pte. Ltd.). (Perez, Alfredo) (Entered: 11/09/2020)
11/09/2020	927 (5 pgs)	Statement of Financial Affairs for Non-Individual / *Amended Statement of Financial Affairs for Evolution Communications Group Limited (Case No. 20-32271)* (Filed By Evolution Communications Group Limited). (Perez, Alfredo) (Entered: 11/09/2020)
11/09/2020	928 (3 pgs)	Statement of Financial Affairs for Non-Individual / *Amended Statement of Financial Affairs for Satellite Communications Australia Pty Ltd (Case No. 20-32252)* (Filed By Satellite Communications Australia Pty Ltd). (Perez, Alfredo) (Entered: 11/09/2020)
11/09/2020	929 (6 pgs)	Statement of Financial Affairs for Non-Individual / *Amended Statement of Financial Affairs for Speedcast International Limited (Case No. 20-32243)* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 11/09/2020)

11/09/2020	930 (9 pgs)	Schedule E/F: Creditors Who Have Unsecured Claims for Non-Individual / *Supplement to Schedule E/F for Speedcast Communications, Inc. (Case No. 20-32242)* (Filed By SpeedCast Communications, Inc.). (Perez, Alfredo) (Entered: 11/09/2020)
11/10/2020	931 (2 pgs)	Declaration re: / *Declaration and Disclosure Statement of Alexis Moutome, on Behalf of Ernst & Young - Equatorial Guinea* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 11/10/2020)
11/10/2020	932 (3 pgs)	Declaration re: / *Declaration and Disclosure Statement of Sarmad Haji Akrawi, on Behalf of Mena for Legal Practices and Legal Counseling* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 11/10/2020)
11/10/2020	933 (2 pgs)	Order Authorizing Black Diamond Capital Management, L.L.C. to File Supplemental Objection Under Seal (Related Doc # 839) Signed on 11/10/2020. (TylerLaws) (Entered: 11/10/2020)
11/10/2020	934 (2 pgs)	Order Authorizing Black Diamond Capital Management, L.L.C. to File its Supplemental October 19, 2020 Hearing Exhibits Under Seal (Related Doc # 843) Signed on 11/10/2020. (TylerLaws) (Entered: 11/10/2020)
11/10/2020	935 (2 pgs)	Declaration re: / *Declaration and Disclosure Statement of Sadiq Jafar, on Behalf of Hadef & Partners LLC* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 11/10/2020)
11/10/2020	936 (2 pgs)	Order Authorizing Debtors to File Motion Under Seal (Related Doc # 850) Signed on 11/10/2020. (TylerLaws) (Entered: 11/10/2020)
11/10/2020	937 (2 pgs)	Declaration re: / *Declaration and Disclosure Statement of Stefan Chapman on Behalf of SCM Legal Limited* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 11/10/2020)
11/10/2020	938 (7 pgs)	Declaration re: *Second Supplemental Declaration of David P. Simonds In Support of Application of Official Committee of Unsecured Creditors for Entry of an Order Authorizing the Retention of Hogan Lovells US LLP as Counsel, Effective as of May 8, 2020* (Filed By The Official Committee of Unsecured Creditors).(Related document (s):461 Order on Application to Employ, 484 Declaration) (Rios, Randall) (Entered: 11/10/2020)
	939	Objection *Limited Objection of Black Diamond Capital*

11/10/2020	(11 pgs; 2 docs)	*Management, L.L.C. to Motion of Debtors Pursuant to 11 U.S.C. § 1121(d) to Further Extend Exclusive Periods* (related document(s):853 Generic Motion). Filed by Black Diamond Capital Management, LLC (Attachments: # 1 Exhibit A) (Hampton, Wallis) (Entered: 11/10/2020)
11/10/2020	940 (4 pgs)	Schedule G Non-Individual- Executory Contracts and Unexpired Leases / *Supplement to Schedule G for CapRock Communications Pte. Ltd. (Case No. 20-32246)* (Filed By CapRock Communications Pte. Ltd.). (Perez, Alfredo) (Entered: 11/10/2020)
11/10/2020	941 (4 pgs)	Notice *of Filing of Supplemental and Amended Schedules of Assets and Liabilities and Statements of Financial Affairs for Certain Debtors*. Filed by SpeedCast International Limited (Perez, Alfredo) (Entered: 11/10/2020)
11/10/2020	942 (3 pgs)	Order Compelling Black Diamond to Produce Documents, Signed on 11/10/2020 (Related document(s):905 Emergency Motion, 908 Order, 914 Objection) (LinhthuDo) (Entered: 11/11/2020)
11/12/2020	943 (357 pgs; 3 docs)	Application / *First Interim Fee Application of Herbert Smith Freehills, an Australian Partnership, Special Foreign Counsel for the Debtors, for Interim Allowance of Compensation for Professional Services Rendered and Reimbursement of Actual and Necessary Expenses Incurred from 23 April 2020 Through and Including 31 July 2020* Filed by Debtor SpeedCast International Limited (Attachments: # 1 Exhibit A - Proposed Order # 2 Exhibit B-H) (Perez, Alfredo) (Entered: 11/12/2020)
11/12/2020	944 (9 pgs)	Certificate *of Service re: 1) Emergency Motion to Compel Production of Documents from Black Diamond Capital Management, L.L.C.; 2) Declaration of Paul R. Genender; and 3) Order for Response to Motion to Compel* (Filed By Kurtzman Carson Consultants LLC).(Related document (s):905 Emergency Motion, 906 Declaration, 908 Generic Order) (Gershbein, Evan) (Entered: 11/12/2020)
11/12/2020	945 (6 pgs; 2 docs)	Certificate of No Objection *to First Interim Fee Application of (I) Moelis Australia Advisory Pty Ltd and (II) Moelis & Company LLC for Allowance of Compensation for Professional Services Rendered and Reimbursement of Actual and Necessary Expenses as Investment Bankers and Financial Advisors to The Debtors From April 23, 2020 Through July 31, 2020* (Filed By SpeedCast International Limited). (Attachments: # 1 Ex. A - Proposed Order) (Perez, Alfredo) (Entered: 11/12/2020)
	946 (5 pgs)	Certificate *of Service re: Documents Served on November 11, 2020 and November 12, 2020* (Filed By Kurtzman

11/12/2020		Carson Consultants LLC).(Related document(s):931 Declaration, 932 Declaration, 935 Declaration, 937 Declaration) (Gershbein, Evan) (Entered: 11/12/2020)
11/12/2020	947 (11 pgs)	BNC Certificate of Mailing. (Related document(s):933 Order on Motion to Seal) No. of Notices: 33. Notice Date 11/12/2020. (Admin.) (Entered: 11/13/2020)
11/12/2020	948 (4 pgs)	BNC Certificate of Mailing. (Related document(s):934 Order on Motion to Seal) No. of Notices: 33. Notice Date 11/12/2020. (Admin.) (Entered: 11/13/2020)
11/12/2020	949 (11 pgs)	BNC Certificate of Mailing. (Related document(s):936 Order on Motion to Seal) No. of Notices: 33. Notice Date 11/12/2020. (Admin.) (Entered: 11/13/2020)
11/13/2020	950 (147 pgs; 3 docs)	Motion *of Debtors for Entry of an Order (I) Authorizing and Approving Inmarsat Transaction, Including (A) Private Sale Free and Clear of All Liens, Claims, Encumbrances, and Other Interests, (B) Assumption and Assignment of Certain Contracts, and (C) Settlement and Release of Claims, (II) Approving Form and Manner of Notices of Inmarsat Transaction, and (III) Granting Related Relief* Filed by Debtor SpeedCast International Limited (Attachments: # 1 Exhibit B - Proposed Order # 2 Exhibit C and D - (Filed Under Seal)) (Perez, Alfredo) (Entered: 11/13/2020)
11/13/2020	951 (133 pgs)	Sealed Document */ Exhibits C and D to Motion of Debtors for Entry of an Order (I) Authorizing and Approving Inmarsat Transaction, Including (A) Private Sale Free and Clear of All Liens, Claims, Encumbrances, and Other Interests, (B) Assumption and Assignment of Certain Contracts, and (C) Settlement and Release of Claims, (II) Approving Form and Manner of Notices of Inmarsat Transaction, and (III) Granting Related Relief* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 11/13/2020)
11/13/2020	952 (12 pgs)	Declaration re: */ Declaration of Elliott Etheridge-Yan in Support of Motion of Debtors for Entry of an Order (I) Authorizing and Approving Inmarsat Transaction, Including (A) Private Sale Free and Clear of All Liens, Claims, Encumbrances, and Other Interests, (B) Assumption and Assignment of Certain Contracts, and (C) Settlement and Release of Claims, (II) Approving Form and Manner of Notices of Inmarsat Transaction, and (III) Granting Related Relief* (Filed By SpeedCast International Limited).(Related document(s):950 Generic Motion) (Perez, Alfredo) (Entered: 11/13/2020)
	953	Declaration re: */ Declaration of Tony Bates in Support of*

11/13/2020	(4 pgs)	*Motion to Approve Inmarsat Transaction, Asset Sale Agreement and Other Transaction Agreements* (Filed By SpeedCast International Limited).(Related document(s):950 Generic Motion) (Perez, Alfredo) (Entered: 11/13/2020)
11/13/2020	954 (12 pgs; 2 docs)	Motion *of Debtors for Entry of an Order Authorizing Debtors to File (I) Schedule of Proposed Assumed Contracts and (II) Certain Transaction Agreements Under Seal* Filed by Debtor SpeedCast International Limited (Attachments: # 1 Exhibit A - Proposed Order) (Perez, Alfredo) (Entered: 11/13/2020)
11/14/2020	955 (13 pgs)	BNC Certificate of Mailing. (Related document(s):942 Generic Order) No. of Notices: 55. Notice Date 11/14/2020. (Admin.) (Entered: 11/15/2020)
11/16/2020	956 (2 pgs)	Order Granting First Interim Application of (I) Moelis Australia Advisory Pty LTD and (II) Moelis & Company LLC for Allowance of Compensation for Professional Services Rendered and Reimbursement of Actual and Necessary Expenses as Investment Bankers and Financial Advisors to the Debtors from April 23, 2020 Through July 31, 2020 (Related Doc # 829) Signed on 11/16/2020. (TylerLaws) (Entered: 11/16/2020)
11/16/2020	957 (2 pgs)	Withdrawal of Claim: 4 (Lerew, Mollie) (Entered: 11/16/2020)
11/16/2020	958 (140 pgs)	Notice *of Intent to Assume and Cure Amounts With Respect to Executory Contracts and Unexpired Leases of Debtors*. Filed by SpeedCast International Limited (Perez, Alfredo) (Entered: 11/16/2020)
11/18/2020	959 (3 pgs)	Certificate *Supplemental Certificate of Service re: Order (I) Authorizing and Approving NBN Transaction, Including (A) Private Sale Free and Clear of All Liens, Claims, Encumbrances, and Other Interests, (B) Assumption and Assignment of Certain Contracts, and (C) Settlement and Release of Claims, (II) Approving Form and Manner of Notices of NBN Transaction, and (III) Granting Related Relief* (Filed By Kurtzman Carson Consultants LLC). (Related document(s):879 Generic Order) (Gershbein, Evan) (Entered: 11/18/2020)
	960 (3 pgs)	Certificate *of Service re: First Interim Fee Application of Herbert Smith Freehills, an Australian Partnership, Special Foreign Counsel for the Debtors, for Interim Allowance of Compensation for Professional Services Rendered and Reimbursement of Actual and Necessary Expenses Incurred from 23 April 2020 Through and Including 31 July 2020* (Filed By Kurtzman Carson Consultants LLC).(Related

11/18/2020		document(s):943 Generic Application) (Gershbein, Evan) (Entered: 11/18/2020)
11/18/2020	961 (12 pgs; 3 docs)	Notice *of Filing of Revised Proposed Order Approving and Authorizing Implementation of Non-Insider Key Employee Retention Plan*. (Related document(s):752 Generic Motion) Filed by SpeedCast International Limited (Attachments: # 1 Exhibit A - Proposed Order # 2 Exhibit B - Redline) (Perez, Alfredo) (Entered: 11/18/2020)
11/18/2020	962 (13 pgs; 2 docs)	Response (related document(s):872 Generic Motion). Filed by US Trustee (Attachments: # 1 Proposed Order) (Duran, Hector) (Entered: 11/18/2020)
11/18/2020	963 (5 pgs)	BNC Certificate of Mailing. (Related document(s):956 Order on Generic Application) No. of Notices: 55. Notice Date 11/18/2020. (Admin.) (Entered: 11/19/2020)
11/19/2020	964 (16 pgs; 2 docs)	Omnibus Motion *of Debtors for Entry of Order Authorizing Assumption of Unexpired Leases of Nonresidential Real Property* Filed by Debtor SpeedCast International Limited (Attachments: # 1 Exhibit A - Proposed Order) (Perez, Alfredo) (Entered: 11/19/2020)
11/19/2020	965 (2 pgs)	Declaration re: / *Declaration and Disclosure Statement of Dr. Panagiotis Tzioumas, on Behalf of KLC Law Firm, Athens, Greece* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 11/19/2020)
11/19/2020	966 (2 pgs)	Declaration re: / *Declaration and Disclosure Statement of Omer Khan, on Behalf of Al Tamimi and Company Advocates and Legal Consultant* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 11/19/2020)
11/19/2020	967 (2 pgs)	Declaration re: / *Declaration and Disclosure Statement of Mohamed Khairy Ahmed, on Behalf of Zulficar and Partners Law Firm* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 11/19/2020)
11/19/2020	968 (2 pgs)	Declaration re: / *Declaration and Disclosure Statement of Gavin Guo, on Behalf of Shanghai Kewei Law Firm* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 11/19/2020)
11/19/2020	969 (2 pgs)	Declaration re: / *Declaration and Disclosure Statement of Alexei Roudiak, on Behalf of Herbert Smith Freehills CIS LLP* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 11/19/2020)
	970	Affidavit Re: *Affidavit of Publication re: Notice of*

11/19/2020	(7 pgs)	*Conditional (I) Approval of Disclosure Statement, (II) Establishment of Voting Record Date,(III) Combined Hearing on Confirmation of The Disclosure Statement and Plan, (IV) Procedures and Deadline for Objecting to the Confirmation of the Disclosure Statement and Plan, (V) Procedures and Deadline for Voting on the Plan, and (VI) Notice and Objection Procedures for the Assumption of Executory Contracts and Unexpired Leases (VII) Authorization of Performance Under the Plan Sponsor Selection Procedures* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):896 Order Setting Hearing) (Gershbein, Evan) (Entered: 11/19/2020)
11/20/2020		Hearing Set On (Related document(s):853 Debtors' Motion to Further Extend Exclusive Periods) Movant to notice all interested parties and file a certificate of service with the court. **Hearing scheduled for 12/2/2020 at 09:00 AM, by telephone and video conference.** (LinhthuDo) (Entered: 11/20/2020)
11/20/2020	971 (1260 pgs)	Certificate *of Service re: Solicitation Materials Served on November 9, 2020 and November 10, 2020* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):893 Disclosure Statement, 896 Order Setting Hearing) (Gershbein, Evan) (Entered: 11/20/2020)
11/20/2020	972 (15 pgs; 2 docs)	Emergency Motion *to Compel Production of Documents From Centerbridge Partners L.P.* Filed by Interested Party Black Diamond Capital Management, LLC (Attachments: # 1 Exhibit A) (Hampton, Wallis) (Entered: 11/20/2020)
11/20/2020	973 (69 pgs; 7 docs)	Declaration re: *Transmittal Declaration of Albert L. Hogan III in Support of Black Diamond Capital Management, L.L.C.s Emergency Motion to Compel Production of Documents from Centerbridge Partners L.P.* (Filed By Black Diamond Capital Management, LLC).(Related document(s):972 Emergency Motion) (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6) (Hampton, Wallis) (Entered: 11/20/2020)
11/23/2020	974 (35 pgs)	Certificate *of Service re: Documents Served on November 10, 2020* (Filed By Kurtzman Carson Consultants LLC). (Related document(s):917 Schedule G, 918 Schedule G, 919 Schedule G, 920 Schedule G, 921 Schedule G, 922 Schedule E/F, Schedule G, 923 Schedule G, 924 Schedule G, 925 Schedule G, 926 Schedule G, 927 Statement of Financial Affairs, 928 Statement of Financial Affairs, 929 Statement of Financial Affairs, 930 Schedule E/F, 940 Schedule G, 941 Notice) (Gershbein, Evan) (Entered: 11/23/2020)

11/23/2020	975 (3 pgs)	Order for Response to Motion to Compel Signed on 11/23/2020 (Related document(s):972 Emergency Motion) (TylerLaws) (Entered: 11/23/2020)
11/23/2020		Hearing Set On (Related document(s):869 Debtors' Omnibus Motion for Rejection of Executory Contracts and Unexpired Leases) Movant to notice all interested parties and file a certificate of service with the court. **Hearing scheduled for 12/2/2020 at 09:00 AM, by telephone and video conference.** (LinhthuDo) (Entered: 11/23/2020)
11/23/2020		Hearing Set On (Related document(s):872 Key Employee Incentive Plan (KEIP) Motion) Movant to notice all interested parties and file a certificate of service with the court. **Hearing scheduled for 12/2/2020 at 09:00 AM, by telephone and video conference.** (LinhthuDo) (Entered: 11/23/2020)
11/23/2020	976 (17 pgs; 3 docs)	Agreed Order and Certificate of Counsel (Filed By SpeedCast International Limited).(Related document(s):763 Motion to Reject Lease or Executory Contract) (Attachments: # 1 Exhibit A - Proposed Order # 2 Exhibit B - Redline) (Perez, Alfredo) (Entered: 11/23/2020)
11/23/2020	977 (99 pgs)	Certificate *of Service re: Notice of Intent to Assume and Cure Amounts With Respect to Executory Contracts and Unexpired Leases of Debtors* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):958 Notice) (Gershbein, Evan) (Entered: 11/23/2020)
11/23/2020	978 (42 pgs; 3 docs)	Sealed Motion Filed by Debtor SpeedCast International Limited (Attachments: # 1 Exhibit A - Proposed Order # 2 Exhibits B - D) (Perez, Alfredo) (Entered: 11/23/2020)
11/23/2020	979 (5 pgs)	Sealed Motion / *Declaration in Support of Sealed Motion* Filed by Debtor SpeedCast International Limited (Perez, Alfredo) (Entered: 11/24/2020)
11/24/2020	980 (10 pgs; 2 docs)	Motion to Seal / *Motion of Debtors for Entry of an Order Authorizing Debtors to File Confidential Settlement Agreement and Declaration in Support of Confidential Settlement Agreement Under Seal* Filed by Debtor SpeedCast International Limited (Attachments: # 1 Exhibit A - Proposed Order) (Perez, Alfredo) (Entered: 11/24/2020)
11/24/2020		Hearing Reset by agreement of the parties (Related document(s):853 Debtors' Motion to Further Extend Exclusive Periods) Contacted by Alfredo Perez and Carl Tullson. Movant to notice all interested parties and file a certificate of service with the court. **Hearing rescheduled for 12/17/2020 at 09:00 AM, by telephone and video conference.** (LinhthuDo) (Entered: 11/24/2020)

11/24/2020	981 (7 pgs)	Motion *of Debtors for Order Determining Value of the Syndicated Facility Secured Claims and Related Relief* Filed by Debtor SpeedCast International Limited (Perez, Alfredo) (Entered: 11/24/2020)
11/24/2020	982 (4 pgs)	Notice *of Hearing on December 17, 2020 at 9:00 A.M. (Central Time)*. (Related document(s):853 Generic Motion) Filed by SpeedCast International Limited (Perez, Alfredo) (Entered: 11/24/2020)
11/24/2020	983 (4 pgs)	Notice *of Hearing on December 2, 2020 at 9:00 A.M. (Central Time)*. (Related document(s):853 Generic Motion, 869 Generic Motion, 872 Generic Motion) Filed by SpeedCast International Limited (Perez, Alfredo) (Entered: 11/24/2020)
11/25/2020	984 (13 pgs; 2 docs)	Emergency Motion *for Entry of an Order (I) Authorizing Centerbridge to Redact Certain Potentially Confidential Information in the Objection of Centerbridge Partners, L.P. to Black Diamond Capital Management, L.L.C.'s Emergency Motion to Compel Production of Documents from Centerbridge Partners, L.P. and (II) Granting Related Relief* Filed by Interested Party Centerbridge Partners, L.P. and certain of its affiliates (Attachments: # 1 Proposed Order) (Heath, Paul) (Entered: 11/25/2020)
11/25/2020	985 (97 pgs; 4 docs)	Objection *[Redacted] Objection of Centerbridge Partners, L.P. to Black Diamond Capital Management, L.L.C.'s Emergency Motion to Compel Production of Documents from Centerbridge Partners, L.P.* (related document(s):972 Emergency Motion). Filed by Centerbridge Partners, L.P. and certain of its affiliates (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C) (Heath, Paul) (Entered: 11/25/2020)
11/25/2020	986 (20 pgs)	Sealed Document */Objection of Centerbridge Partners, L.P. to Black Diamond Capital Management, L.L.C.'s Emergency Motion to Compel Production of Documents from Centerbridge Partners, L.P.* (Filed By Centerbridge Partners, L.P. and certain of its affiliates). (Heath, Paul) (Entered: 11/25/2020)
11/25/2020	987 (11 pgs; 3 docs)	Declaration re: */[Redacted] Declaration of Angela K. Herring in Support of Objection of Centerbridge Partners, L.P. to Black Diamond Capital Management, L.L.C.'s Emergency Motion to Compel Production of Documents from Centerbridge Partners, L.P.* (Filed By Centerbridge Partners, L.P. and certain of its affiliates). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 [Redacted]) (Heath, Paul) (Entered: 11/25/2020)
	988	Sealed Document */Declaration of Angela K. Herring in*

11/25/2020	(39 pgs; 3 docs)	*Support of Objection of Centerbridge Partners, L.P. to Black Diamond Capital Management, L.L.C.'s Emergency Motion to Compel Production of Documents from Centerbridge Partners, L.P.* (Filed By Centerbridge Partners, L.P. and certain of its affiliates). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2) (Heath, Paul) (Entered: 11/25/2020)
11/25/2020	989 (8 pgs)	Declaration re: */Declaration of Bao Truong in Support of Objection of Centerbridge Partners, L.P. to Black Diamond Capital Management, L.L.C.'s Emergency Motion to Compel Production of Documents from Centerbridge Partners, L.P.* (Filed By Centerbridge Partners, L.P. and certain of its affiliates). (Heath, Paul) (Entered: 11/25/2020)
11/25/2020	990 (2 pgs)	Declaration re: */ Declaration and Disclosure Statement of Olga Lucia Gonzalez Villegas on Behalf of Asuntos Publicos SAS* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 11/25/2020)
11/25/2020	991 (4 pgs)	Notice *of Designation of Plan Sponsor*. Filed by SpeedCast International Limited (Perez, Alfredo) (Entered: 11/25/2020)
11/25/2020	992 (103 pgs)	Notice *of Filing of Second Amended Joint Chapter 11 Plan of Speedcast International Limited and its Debtor Affiliates*. (Related document(s):899 Notice) Filed by SpeedCast International Limited (Perez, Alfredo) (Entered: 11/25/2020)
11/25/2020	993 (6 pgs)	BNC Certificate of Mailing. (Related document(s):975 Generic Order) No. of Notices: 55. Notice Date 11/25/2020. (Admin.) (Entered: 11/25/2020)
11/30/2020	994 (2 pgs)	Exhibit List, Witness List (Filed By US Trustee).(Related document(s):872 Generic Motion, 962 Response) (Duran, Hector) (Entered: 11/30/2020)
11/30/2020		Hearing Reset by agreement of the parties (Related document(s):869 Debtors' Omnibus Motion for Rejection of Executory Contracts and Unexpired Leases) Contacted by Stephanie Morrison. Movant to notice all interested parties and file a certificate of service with the court. **Hearing rescheduled for 12/9/2020 at 01:30 PM, by telephone and video conference.** (LinhthuDo) (Entered: 11/30/2020)
11/30/2020	995 (27 pgs; 6 docs)	Exhibit List, Witness List (Filed By SpeedCast International Limited). (Attachments: # 1 Debtors' Exhibit 1 # 2 Debtors' Exhibit 2 # 3 Debtors' Exhibit 4 # 4 Debtors' Exhibit 5 # 5 Debtors' Exhibit 6) (Perez, Alfredo) (Entered: 11/30/2020)

11/30/2020	996 (49 pgs)	Certificate *of Service re: Documents Served November 13, 2020 Through November 17, 2020* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):950 Generic Motion, 952 Declaration, 953 Declaration, 954 Generic Motion) (Gershbein, Evan) (Entered: 11/30/2020)
11/30/2020	997 (3 pgs)	Certificate *Supplemental Certificate of Service re: Notice of Filing of Proposed 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* (Filed By Kurtzman Carson Consultants LLC).(Related document (s):774 Notice) (Gershbein, Evan) (Entered: 11/30/2020)
11/30/2020	998 (5 pgs)	Certificate *Supplemental Certificate of Service re: Solicitation Materials Served on November 23, 2020* (Filed By Kurtzman Carson Consultants LLC).(Related document (s):893 Disclosure Statement, 896 Order Setting Hearing) (Gershbein, Evan) (Entered: 11/30/2020)
11/30/2020	999 (3 pgs)	Notice *of Rescheduled Video/Telephonic Hearing to December 9, 2020 at 1:30 P.M. (CT)*. (Related document (s):869 Generic Motion) Filed by SpeedCast International Limited (Perez, Alfredo) (Entered: 11/30/2020)
11/30/2020	1000 (6 pgs)	Reply *of Black Diamond Capital Management, L.L.C. To Centerbridge Partners, L.P.'s Objection To Black Diamond's Motion To Compel Production Of Documents (related document 986)* (related document(s):972 Emergency Motion). Filed by Black Diamond Capital Management, LLC (Hampton, Wallis) (Entered: 11/30/2020)
11/30/2020	1001 (47 pgs; 6 docs)	Interim Application *McKool Smith PC's Second Interim Application for Allowance and Payment of Fees and Expenses for the Period August 1, 2020 through October 31, 2020* Filed by Debtor SpeedCast International Limited (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D # 5 Proposed Order) (Manning, Veronica) (Entered: 11/30/2020)
11/30/2020	1002 (250 pgs; 21 docs)	Exhibit List (Filed By Brad Rogers).(Related document (s):869 Generic Motion) (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6 # 7 Exhibit 7 # 8 Exhibit 8 # 9 Exhibit 9 # 10 Exhibit 10 # 11 Exhibit 11 # 12 Exhibit 12 # 13 Exhibit 13 # 14 Exhibit 14 # 15 Exhibit 15 # 16 Exhibit 16 # 17 Exhibit 17 # 18 Exhibit 18 # 19 Exhibit 19 # 20 Exhibit 20) (TylerLaws) (Entered: 11/30/2020)
	1003	Debtors Master Service List (Filed By Kurtzman Carson Consultants LLC). (Gershbein, Evan) (Entered:

12/01/2020	(8 pgs)	12/01/2020)
12/01/2020	1004 (2 pgs)	Notice of Appearance and Request for Notice Filed by Aldine ISD (Morales, Yolanda) (Entered: 12/01/2020)
12/01/2020	1005 (12 pgs)	Certificate *of Service re: Omnibus Motion of Debtors for Entry of Order Authorizing Assumption of Unexpired Leases of Nonresidential Real Property* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):964 Generic Motion) (Gershbein, Evan) (Entered: 12/01/2020)
12/01/2020	1006 (6 pgs)	Certificate *of Service re: Documents Served on November 20, 2020* (Filed By Kurtzman Carson Consultants LLC). (Related document(s):965 Declaration, 966 Declaration, 967 Declaration, 968 Declaration, 969 Declaration) (Gershbein, Evan) (Entered: 12/01/2020)
12/01/2020	1007 (7 pgs)	Certificate *of Service re: Motion of Debtors for Entry of an Order Authorizing Debtors to File Confidential Settlement Agreement and Declaration in Support of Confidential Settlement Agreement Under Seal* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):980 Motion to Seal) (Gershbein, Evan) (Entered: 12/01/2020)
12/01/2020	1008 (30 pgs)	Certificate *of Service re: Documents Served on November 25, 2020* (Filed By Kurtzman Carson Consultants LLC). (Related document(s):981 Generic Motion, 982 Notice, 983 Notice, 990 Declaration, 991 Notice, 992 Notice, 993 BNC Certificate of Mailing) (Gershbein, Evan) (Entered: 12/01/2020)
12/01/2020	1009 (3 pgs)	Agenda for Hearing on 12/2/2020 (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 12/01/2020)
12/01/2020	1010 (32 pgs; 7 docs)	Witness List, Exhibit List (Filed By SpeedCast International Limited). (Attachments: # 1 Debtors' Ex. 1 # 2 Debtors' Ex. 2 # 3 Debtors' Ex. 3 # 4 Debtors' Ex. 4 # 5 Debtors' Ex. 5 # 6 Debtors' Ex. 6) (Perez, Alfredo) (Entered: 12/01/2020)
12/01/2020	1011 (222 pgs)	Notice *of Filing of Plan Supplement in Connection with Second Amended Joint Chapter 11 Plan of Speedcast International Limited and its Debtor Affiliated Debtors*. Filed by SpeedCast International Limited (Perez, Alfredo) (Entered: 12/01/2020)
	1012 (1 pg)	Courtroom Minutes. Time Hearing Held: 9:00 am - 10:24 am. Telephonic Appearances: See attached. Exhibits admitted: ECF Nos. 1010 1-6. Witnesses sworn in and

12/02/2020		testimony given: Zachary Georgeson, Michael Healy. The Court issued its findings and conclusions on the record, Debtors Counsel to file the final proposed form of order with the changes stated, Counsel for the US Trustee to sign off on the proposed form of order as stated on the record. Audio of the hearing to be docketed. (Related document(s):872 Generic Motion) (TylerLaws) (Entered: 12/02/2020)
12/02/2020	1013 (1 pg)	PDF with attached Audio File. Court Date & Time [12/2/2020 8:58:04 AM]. File Size [41240 KB]. Run Time [01:25:55]. (admin). (Entered: 12/02/2020)
12/02/2020	1014 (1 pg)	Motion to Appear pro hac vice *of Elizabeth A. Simon*. Filed by Interested Party Black Diamond Capital Management, LLC (Hampton, Wallis) (Entered: 12/02/2020)
12/02/2020	1015 (1 pg)	AO 435 TRANSCRIPT ORDER FORM (14-Day) by Debtors Counsel / Alfredo R. Perez. This is to order a transcript of Bankruptcy Proceeding on December 2, 2020 before Judge Marvin P. Isgur. Court Reporter/Transcriber: Judicial Transcribers of Texas (Filed By SpeedCast International Limited). (Perez, Alfredo) Electronically forwarded to Judicial Transcribers of Texas on December 2, 2020. Estimated completion date: December 16, 2020. Modified on 12/2/2020 (ClaudiaGutierrez). (Entered: 12/02/2020)
12/02/2020	1016 (3 pgs)	Order Approving and Authorizing Implementation of Non-Insider Key Employee Retention Plan (Related Doc # 752) Signed on 12/2/2020. (TylerLaws) (Entered: 12/02/2020)
12/02/2020	1017 (6 pgs)	Order Authorizing (I) Rejection of Executory Contracts and Unexpired Leases and (II) Abandonment of *De Minimis* Property in Connection Therewith (Related Doc # 763) Signed on 12/2/2020. (TylerLaws) (Entered: 12/02/2020)
12/02/2020	1018 (14 pgs)	Debtor-In-Possession Monthly Operating Report for Filing Period ending 10/31/2020, $49,884 disbursed (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 12/02/2020)
12/03/2020	1019 (11 pgs; 3 docs)	Notice *of Filing of Revised Proposed Order for Entry of Order Approving and Authorizing Implementation of Key Employee Incentive Plan*. (Related document(s):872 Generic Motion) Filed by SpeedCast International Limited (Attachments: # 1 Exhibit A - Revised Proposed Order # 2 Exhibit B - Redline) (Perez, Alfredo) (Entered: 12/03/2020)
12/03/2020	1020 (1 pg)	Order Granting Motion to Appear *pro hac vice* - Elizabeth A. Simon (Related Doc # 1014) Signed on 12/3/2020. (TylerLaws) (Entered: 12/03/2020)

12/03/2020	1021 (3 pgs)	Order Approving and Authorizing Implementation of Key Employee Incentive Program (Related Doc # 872) Signed on 12/3/2020. (TylerLaws) (Entered: 12/03/2020)
12/03/2020	1022 (2 pgs)	Declaration re: */ Declaration and Disclosure Statement of Lindsey Trigwell on Behalf of Burness Paull LLP* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 12/03/2020)
12/04/2020	1023 (3 pgs)	Order Scheduling Hearing on Emergency Motion to Compel Production of Documents from Centerbridge Partners L.P. Signed on 12/4/2020 (Related document(s):972 Emergency Motion) **Hearing scheduled for 12/7/2020 at 08:30 AM at telephone and video conference.** (TylerLaws) (Entered: 12/04/2020)
12/04/2020	1024 (4 pgs)	Notice *of Hearing on December 7, 2020 at 8:30 a.m. (Central Time)*. (Related document(s):972 Emergency Motion, 985 Objection, 986 Sealed Document, 1000 Reply) Filed by Black Diamond Capital Management, LLC (Hampton, Wallis) (Entered: 12/04/2020)
12/04/2020	1025 (11 pgs)	Certificate *of Service re: Notice of Rescheduled Video/Telephonic Hearing to December 9, 2020 at 1:30 p.m. (CT)* (Filed By Kurtzman Carson Consultants LLC). (Related document(s):999 Notice) (Gershbein, Evan) (Entered: 12/04/2020)
12/04/2020	1026 (7 pgs)	Certificate *of Service re: Notice of Agenda of Matters Set for Video/Telephonic Hearing on December 2, 2020 at 9:00 a.m. (CST)* (Filed By Kurtzman Carson Consultants LLC). (Related document(s):1009 Agenda) (Gershbein, Evan) (Entered: 12/04/2020)
12/04/2020	1027 (5 pgs)	Certificate *Supplemental Certificate of Service re: Solicitation Materials Served on or Before December 3, 2020* (Filed By Kurtzman Carson Consultants LLC). (Related document(s):893 Disclosure Statement, 896 Order Setting Hearing) (Gershbein, Evan) (Entered: 12/04/2020)
12/04/2020	1028 (40 pgs; 3 docs)	Motion *of the Official Committee of Unsecured Creditors for Entry of an Order Authorizing the Committee to Prosecute Avoidance Actions and Challenges Relating to the Prepetition Secured Parties* Filed by Creditor Committee The Official Committee of Unsecured Creditors (Attachments: # 1 Exhibit A (Proposed Order) # 2 Exhibit B (Proposed Complaint)) (Million, Timothy) (Entered: 12/04/2020)
	1029 (4 pgs)	Stipulation By SpeedCast International Limited and United States Trustee. Does this document include an agreed order or otherwise request that the judge sign a document? Yes.

12/04/2020		(Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 12/04/2020)
12/04/2020	1030 (6 pgs)	BNC Certificate of Mailing. (Related document(s):1016 Generic Order) No. of Notices: 55. Notice Date 12/04/2020. (Admin.) (Entered: 12/04/2020)
12/04/2020	1031 (9 pgs)	BNC Certificate of Mailing. (Related document(s):1017 Order on Motion to Reject Lease or Executory Contract) No. of Notices: 55. Notice Date 12/04/2020. (Admin.) (Entered: 12/04/2020)
12/05/2020	1032 (4 pgs)	BNC Certificate of Mailing. (Related document(s):1020 Order on Motion to Appear pro hac vice) No. of Notices: 55. Notice Date 12/05/2020. (Admin.) (Entered: 12/06/2020)
12/05/2020	1033 (6 pgs)	BNC Certificate of Mailing. (Related document(s):1021 Generic Order) No. of Notices: 55. Notice Date 12/05/2020. (Admin.) (Entered: 12/06/2020)
12/06/2020	1034 (6 pgs)	BNC Certificate of Mailing. (Related document(s):1023 Order Setting Hearing) No. of Notices: 55. Notice Date 12/06/2020. (Admin.) (Entered: 12/06/2020)
12/07/2020	1035 (1 pg)	Courtroom Minutes. Time Hearing Held: 8:30 am - 9:14 am. Telephonic Appearances: See attached. Hearing set on the record as an evidentiary hearing on 972 for 12/9/20 at 5:00 pm. As stated on the record, Centerbridge is to produce all documents and communications with third parties, including the Debtor, the Committee and Creditors other than its own Counsel and matters that are privileged, the Court orders that Counsel Albert Hogan attach the deposition with the his to be filed motion. Black Diamond Capital Management LLCs objection deadline extended to 12/11/20 at noon as stated on the record. Audio of the hearing to be docketed. (Related document(s):972 Emergency Motion) **Hearing scheduled for 12/9/2020 at 05:00 PM at telephone and video conference.** (TylerLaws) (Entered: 12/07/2020)
12/07/2020		Hearing Reset by agreement of the parties (Related document(s):869 Debtors' Omnibus Motion for Rejection of Executory Contracts and Unexpired Leases) Contacted by Patrick Feeney. Movant to notice all interested parties and file a certificate of service with the court. **Hearing rescheduled for 12/18/2020 at 01:30 PM, by telephone and video conference.** (LinhthuDo) (Entered: 12/07/2020)
	1036 (1 pg)	AO 435 TRANSCRIPT ORDER FORM (Daily (24 hours)) by Debtors' Counsel/Alfredo Perez. This is to order a transcript of Bankruptcy Proceeding on December 7, 2020

12/07/2020		before Judge Marvin P. Isgur. Court Reporter/Transcriber: Judicial Transcribers of Texas (Filed By SpeedCast International Limited). (Perez, Alfredo) Electronically forwarded to Judicial Transcribers of Texas on 12-8-2020. Estimated completion date: 12-9-2020. Modified on 12/8/2020 (MelissaMorgan). (Entered: 12/07/2020)
12/07/2020	1037 (3 pgs)	Notice *of Further Rescheduled Video/Telephonic Hearing to December 18, 2020 at 1:30 P.M. (CT)*. Filed by SpeedCast International Limited (Perez, Alfredo) (Entered: 12/07/2020)
12/07/2020	1038 (1 pg)	PDF with attached Audio File. Court Date & Time [12/7/2020 8:27:33 AM]. File Size [22544 KB]. Run Time [00:46:58]. (admin). (Entered: 12/07/2020)
12/08/2020	1039 (5 pgs)	* Withdrawn * Objection to Confirmation of Plan Filed by Texas Taxing Authorities. (Related document(s):992 Notice) (Grundemeier, Tara) Modified on 12/15/2020 (LinhthuDo). (Entered: 12/08/2020)
12/08/2020	1040 (139 pgs)	Certificate *of Service re: Notice of Filing of Plan Supplement in Connection with Second Amended Joint Chapter 11 Plan of Speedcast International Limited and Its Debtor Affiliated Debtors* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):1011 Notice) (Gershbein, Evan) (Entered: 12/08/2020)
12/08/2020	1041 (16 pgs)	Certificate *of Service re: Documents Served on December 3, 2020* (Filed By Kurtzman Carson Consultants LLC). (Related document(s):1016 Generic Order, 1017 Order on Motion to Reject Lease or Executory Contract, 1018 Debtor-in-Possession Monthly Operating Report, 1021 Generic Order, 1022 Declaration) (Gershbein, Evan) (Entered: 12/08/2020)
12/08/2020	1042 (11 pgs)	Certificate *of Service re: Notice of Further Rescheduled Video/Telephonic Hearing to December 18, 2020 at 1:30 p.m. (CT)* (Filed By Kurtzman Carson Consultants LLC). (Related document(s):1037 Notice) (Gershbein, Evan) (Entered: 12/08/2020)
12/08/2020	1043 (12 pgs; 2 docs)	Emergency Motion *of Debtors for Entry of an Order Sealing Confidential Exhibits Filed by the Auxisi Group, Inc. and Brad Rogers* Filed by Debtor SpeedCast International Limited (Attachments: # 1 Ex. A - Proposed Order) (Perez, Alfredo) (Entered: 12/08/2020)
	1044 (58 pgs; 3 docs)	Certificate of No Objection *to Motion of Debtors for Entry of an Order (I) Authorizing and Approving Inmarsat Transaction, Including (A) Private Sale Free and Clear of*

12/08/2020		*All Liens, Claims, Encumbrances, and Other Interests, (B) Assumption and Assignment of Certain Contracts, and (C) Settlement and Release of Claims, (II) Approving Form and Manner of Notices of Inmarsat Transaction, and (III) Granting Related Relief* (Filed By SpeedCast International Limited).(Related document(s):950 Generic Motion) (Attachments: # 1 Exhibit A - Proposed Order # 2 Exhibit B) (Perez, Alfredo) (Entered: 12/08/2020)
12/09/2020	1045 (6 pgs)	Notice of Appearance and Request for Notice Filed by Wallis Mizell Hampton Filed by on behalf of Black Diamond Commercial Finance, L.L.C. (Hampton, Wallis) (Entered: 12/09/2020)
12/09/2020	1046 (9 pgs; 2 docs)	Motion to Seal *Motion of Black Diamond Capital Management, L.L.C. and Black Diamond Commercial Finance, L.L.C. for Authorization to File Preliminary Confirmation Objection and Appendix Under Seal* Filed by Interested Parties Black Diamond Capital Management, LLC, Black Diamond Commercial Finance, L.L.C. (Attachments: # 1 Exhibit A) (Hampton, Wallis) (Entered: 12/09/2020)
12/09/2020	1047 (112 pgs; 2 docs)	Sealed Document *Preliminary Objection of Black Diamond Capital Management, L.L.C. and Black Diamond Commercial Finance, L.L.C. to (I) Approval of Disclosure Statement for Amended Joint Chapter 11 Plan of Speedcast International Limited and Its Debtor Affiliates and (II) Confirmation of Second Amended Joint Chapter 11 Plan Of Speedcast International Limited and Its Debtor Affiliates* (Filed By Black Diamond Capital Management, LLC, Black Diamond Commercial Finance, L.L.C.). (Attachments: # 1 Exhibit A) (Hampton, Wallis) (Entered: 12/09/2020)
	1048 (498 pgs; 62 docs)	Sealed Document *Black Diamond Capital Management, L.L.C. and Black Diamond Commercial Finance, L.L.C.s Appendix to Preliminary Objection of Black Diamond Capital Management, L.L.C. and Black Diamond Commercial Finance, L.L.C. to (I) Approval of Disclosure Statement for Amended Joint Chapter 11 Plan of Speedcast International Limited and Its Debtor Affiliates and (II) Confirmation of Second Amended Joint Chapter 11 Plan of Speedcast International Limited and Its Debtor Affiliates* (Filed By Black Diamond Capital Management, LLC, Black Diamond Commercial Finance, L.L.C.). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6 # 7 Exhibit 7 # 8 Exhibit 8 # 9 Exhibit 9 # 10 Exhibit 10 # 11 Exhibit 11 # 12 Exhibit 12 # 13 Exhibit 13 # 14 Exhibit 14 # 15 Exhibit 15 # 16 Exhibit 16 # 17 Exhibit 17 # 18 Exhibit 18 # 19 Exhibit 19 # 20 Exhibit 20 # 21 Exhibit 21 # 22 Exhibit 22 # 23 Exhibit 23 # 24 Exhibit 24 # 25 Exhibit 25 # 26

12/09/2020		Exhibit 26 # 27 Exhibit 27 # 28 Exhibit 28 # 29 Exhibit 29 # 30 Exhibit 30 # 31 Exhibit 31 # 32 Exhibit 32 # 33 Exhibit 33 # 34 Exhibit 34 # 35 Exhibit 35 # 36 Exhibit 36 # 37 Exhibit 37 # 38 Exhibit 38 # 39 Exhibit 39 # 40 Exhibit 40 # 41 Exhibit 41 # 42 Exhibit 42 # 43 Exhibit 43 # 44 Exhibit 44 # 45 Exhibit 45 # 46 Exhibit 46 # 47 Exhibit 47 # 48 Exhibit 48 # 49 Exhibit 49 # 50 Exhibit 50 # 51 Exhibit 51 # 52 Exhibit 52 # 53 Exhibit # 54 Exhibit 54 # 55 Exhibit 55 # 56 Exhibit 56 # 57 Exhibit 57 # 58 Exhibit 58 # 59 Exhibit 59 # 60 Exhibit 60 # 61 Exhibit 61) (Hampton, Wallis) (Entered: 12/09/2020)
12/09/2020	1049 (4 pgs)	Exhibit List, Witness List (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 12/09/2020)
12/09/2020	1050 (3 pgs)	Statement / *Letter to the Hon. Marvin Isgur re: Debtors common interest privilege log* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 12/09/2020)
12/09/2020	1051 (15 pgs; 3 docs)	Witness List, Exhibit List (Filed By Centerbridge Partners, L.P. and certain of its affiliates). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2) (Heath, Paul) (Entered: 12/09/2020)
12/09/2020	1052 (35 pgs)	Notice *of Filing of Deposition Transcript*. Filed by Black Diamond Capital Management, LLC (Hampton, Wallis) (Entered: 12/09/2020)
12/09/2020	1053 (9 pgs; 2 docs)	Motion to Seal *Black Diamond Capital Management, L.L.C.'s Emergency Motion for Authorization to File Its December 9, 2020 Hearing Exhibits Under Seal* Filed by Interested Party Black Diamond Capital Management, LLC (Attachments: # 1 Exhibit A) (Hampton, Wallis) (Entered: 12/09/2020)
12/09/2020	1054 (3 pgs)	Exhibit List, Witness List (Filed By The Official Committee of Unsecured Creditors).(Related document (s):972 Emergency Motion) (Million, Timothy) (Entered: 12/09/2020)
	1055 (573 pgs; 33 docs)	Sealed Document *Black Diamond Capital Management, L.L.C.'s Witness and Exhibit List for December 9, 2020 Video/Telephonic Hearing* (Filed By Black Diamond Capital Management, LLC). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6 # 7 Exhibit 7 # 8 Exhibit 8 # 9 Exhibit 9 # 10 Exhibit 10 # 11 Exhibit 11 # 12 Exhibit 12 # 13 Exhibit 13 # 14 Exhibit 14 # 15 Exhibit 15 # 16 Exhibit 16 # 17 Exhibit 17 # 18 Exhibit 18 # 19 Exhibit 19 # 20 Exhibit 20 # 21 Exhibit 21 # 22 Exhibit 22 # 23 Exhibit 23 # 24 Exhibit 24 # 25 Exhibit 25 # 26 Exhibit 26 # 27 Exhibit 27

12/09/2020		# 28 Exhibit 28 # 29 Exhibit 29 # 30 Exhibit 30 # 31 Exhibit 31 # 32 Exhibit 32) (Hampton, Wallis) (Entered: 12/09/2020)
12/09/2020	1056 (3 pgs)	Temporary Sealing Order (Related Doc # 1043) Signed on 12/9/2020. (TylerLaws) (Entered: 12/09/2020)
12/09/2020	1057 (2 pgs)	Order (I) Authorizing Centerbridge to Redact Certain Potentially Confidential Information in the Objection of Centerbridge Partners, L.P. to Black Diamond Capital Management, L.L.C.'s Emergency Motion to Compel Production of Documents from Centerbridge Partners, L.P. and (II) Granting Related Relief (Related Doc # 984) Signed on 12/9/2020. (LinhthuDo) (Entered: 12/09/2020)
12/09/2020	1058 (33 pgs)	Transcript RE: Motion to Compel (Video Conference) held on December 7, 2020 before Judge Marvin Isgur. Transcript is available for viewing in the Clerk's Office. Filed by Transcript access will be restricted through 03/9/2021. (mhen) (Entered: 12/09/2020)
12/09/2020	1059 (7 pgs; 2 docs)	Adversary case 20-03496. Nature of Suit: (81 (Subordination of claim or interest)),(14 (Recovery of money/property - other)), (72 (Injunctive relief - other)) Complaint by Black Diamond Commercial Finance, L.L.C., BDCM Opportunity Fund IV, L.P., BDCM Opportunity Fund V, L.P., Black Diamond CLO 2016-1 Ltd., Black Diamond CLO 2017-1 Ltd., Black Diamond CLO 2019-2 Ltd. against Centerbridge Partners, L.P., CCP III Credit Acquisition Holdings, LLC, Centerbridge Capital Partners III, L.P., Centerbridge Capital Partners SBS III, L.P.. Fee Amount $350 (Attachments: # 1 Adversary Cover Page) (Hampton, Wallis) (Entered: 12/09/2020)
12/09/2020		(private) Motion 905 terminated. (LinhthuDo) (Entered: 12/09/2020)
12/09/2020	1060 (4 pgs)	Stipulation and Agreed Order Regarding Debtors' Compliance with Section 345(b) of the Bankruptcy Code Signed on 12/9/2020 (Related document(s):1029 Stipulation) (TylerLaws) (Entered: 12/09/2020)
12/09/2020	1061 (51 pgs; 2 docs)	Sealed Document *Black Diamond Capital Management, L.L.C.'s Supplemental Exhibit List for December 9, 2020 Video/Telephonic Hearing* (Filed By Black Diamond Capital Management, LLC). (Attachments: # 1 Exhibit 1) (Hampton, Wallis) (Entered: 12/09/2020)
	1062 (1 pg)	Courtroom Minutes. Time Hearing Held: 5:30 pm - 6:27 pm. Telephonic Appearances: See attached. Parties to conduct the depositions with the guidelines discussed and

12/09/2020		agreed to on the record, parties to contact Case Manager Linhthu Do to schedule a further hearing as stated on the record. Audio of the hearing to be docketed. (Related document(s):972 Emergency Motion) (TylerLaws) (Entered: 12/09/2020)
12/09/2020	1063 (1 pg)	AO 435 TRANSCRIPT ORDER FORM (Daily (24 hours)) by Debtors' Counsel/Alfredo Perez. This is to order a transcript of Bankruptcy Proceeding on December 9, 2020 before Judge Marvin P. Isgur. Court Reporter/Transcriber: Judicial Transcribers of Texas (Filed By SpeedCast International Limited). (Perez, Alfredo) Electronically forwarded to Judicial Transcribers of Texas on December 10, 2020. Estimated completion date: December 11, 2020. Modified on 12/10/2020 (ClaudiaGutierrez). (Entered: 12/09/2020)
12/09/2020	1064 (1 pg)	PDF with attached Audio File. Court Date & Time [12/9/2020 5:28:47 PM]. File Size [27999 KB]. Run Time [00:58:20]. (admin). (Entered: 12/09/2020)
12/10/2020	1065 (4 pgs)	Response/Objection Filed by Tampnet, Inc.. (Related document(s):958 Notice) (Epstein, Joseph) (Entered: 12/10/2020)
12/10/2020	1066 (1 pg)	Notice of Filing of Official Transcript as to 1058 Transcript. Parties notified (Related document(s):1058 Transcript) (mmap) (Entered: 12/10/2020)
12/10/2020	1067 (3 pgs)	Notice of Appearance and Request for Notice Filed by David S Elder Filed by on behalf of Oceaneering International Inc. (Elder, David) (Entered: 12/10/2020)
12/10/2020		Hearing Set On (Related document(s):954 Motion of Debtors for Entry of an Order Authorizing Debtors to File (I) Schedule of Proposed Assumed Contracts and (II) Certain Transaction Agreements Under Seal) Movant to notice all interested parties and file a certificate of service with the court. **Hearing scheduled for 12/29/2020 at 09:30 AM, by telephone and video conference.** (LinhthuDo) (Entered: 12/10/2020)
12/10/2020	1068 (11 pgs)	Certificate *of Service re: Emergency Motion of Debtors for Entry of an Order Sealing Confidential Exhibits Filed by the Auxisi Group, Inc. and Brad Rogers* (Filed By Kurtzman Carson Consultants LLC). (Gershbein, Evan) (Entered: 12/10/2020)
	1069 (3 pgs)	* Withdrawn * Response/Objection Filed by Oceaneering International Inc.. (Related document(s):958 Notice) (Elder, David) Modified on 12/17/2020 (LinhthuDo).

12/10/2020		(Entered: 12/10/2020)
12/10/2020	1070 (4 pgs)	Response/Objection Filed by Seadrill Management Limited. (Related document(s):958 Notice, 1011 Notice) (Wertz, Jennifer) (Entered: 12/10/2020)
12/11/2020	1071 (26 pgs)	Order (I) Authorizing and Approving Inmarsat Transaction, Including (A) Private Sale Free and Clear of All Liens, Claims, Encumbrances, and Other Interests, (B) Assumption and Assignment of Certain Contracts, and (C) Settlement and Release of Claims, (II) Approving Form and Manner of Notices of Inmarsat Transaction, and (III) Granting Related Relief (Related Doc # 950) Signed on 12/11/2020. (TylerLaws) (Entered: 12/11/2020)
12/11/2020	1072 (101 pgs)	Transcript RE: Status Conference Via Zoom held on December 9, 2020 before Judge Marvin Isgur. Transcript is available for viewing in the Clerk's Office. Filed by Transcript access will be restricted through 03/11/2021. (mhen) (Entered: 12/11/2020)
12/11/2020	1073 (4 pgs; 2 docs)	Transfer of Claim Transfer Agreement 3001 (e) 2 Transferor: CCP III Credit Acquisition Holdings, LLC (Claim No. 21) To CB Hermes Holdings, L.P. Fee Amount $26 (Rochester, Stephen) (Entered: 12/11/2020)
12/11/2020		Receipt of Transfer of Claim(20-32243) [claims,trclm] (26.00) Filing Fee. Receipt number 22672782. Fee amount $ 26.00. (U.S. Treasury) (Entered: 12/11/2020)
12/11/2020	1074 (6 pgs)	BNC Certificate of Mailing. (Related document(s):1056 Order on Emergency Motion) No. of Notices: 55. Notice Date 12/11/2020. (Admin.) (Entered: 12/12/2020)
12/11/2020	1075 (5 pgs)	BNC Certificate of Mailing. (Related document(s):1057 Order on Emergency Motion) No. of Notices: 55. Notice Date 12/11/2020. (Admin.) (Entered: 12/12/2020)
12/11/2020	1076 (7 pgs)	BNC Certificate of Mailing. (Related document(s):1060 Generic Order) No. of Notices: 55. Notice Date 12/11/2020. (Admin.) (Entered: 12/12/2020)
12/12/2020	1077 (4 pgs)	BNC Certificate of Mailing. (Related document(s):1066 Notice of Filing of Official Transcript (Form)) No. of Notices: 55. Notice Date 12/12/2020. (Admin.) (Entered: 12/13/2020)
12/13/2020	1078 (29 pgs)	BNC Certificate of Mailing. (Related document(s):1071 Generic Order) No. of Notices: 55. Notice Date 12/13/2020. (Admin.) (Entered: 12/13/2020)

12/13/2020	1079 (9 pgs)	BNC Certificate of Mailing. (Related document(s):1073 Transfer of Claim) No. of Notices: 1. Notice Date 12/13/2020. (Admin.) (Entered: 12/13/2020)
12/14/2020	1080 (2 pgs)	Withdraw Document (Filed By Texas Taxing Authorities).(Related document(s):1039 Objection to Confirmation of the Plan) (Grundemeier, Tara) (Entered: 12/14/2020)
12/14/2020	1081 (1 pg)	Notice of Filing of Official Transcript as to 1072 Transcript. Parties notified (Related document(s):1072 Transcript) (ShoshanaArnow) (Entered: 12/14/2020)
12/14/2020	1082 (5 pgs)	Certificate *Supplemental Certificate of Service re: Solicitation Materials sent on December 7, 2020* (Filed By Kurtzman Carson Consultants LLC).(Related document (s):893 Disclosure Statement, 896 Order Setting Hearing) (Gershbein, Evan) (Entered: 12/14/2020)
12/14/2020	1083 (3 pgs)	Certificate *Supplemental Certificate of Service re: Motion of Debtors for Entry of an Order (I) Authorizing and Approving Inmarsat Transaction, Including (A) Private Sale Free and Clear of All Liens, Claims, Encumbrances, and Other Interests, (B) Assumption and Assignment of Certain Contracts, and (C) Settlement and Release of Claims, (II) Approving Form and Manner of Notices of Inmarsat Transaction, and (III) Granting Related Relief* (Filed By Kurtzman Carson Consultants LLC). (Gershbein, Evan) (Entered: 12/14/2020)
12/14/2020	1084 (59 pgs)	Certificate *of Service re: Documents Served on December 8, 2002 and December 9, 2020* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):1044 Certificate of No Objection, 1049 Exhibit List, Witness List, 1050 Statement, 1056 Order on Emergency Motion) (Gershbein, Evan) (Entered: 12/14/2020)
12/14/2020	1085 (48 pgs)	Certificate *of Service re: Order (I) Authorizing and Approving Inmarsat Transaction, Including (A) Private Sale Free and Clear of All Liens, Claims, Encumbrances, and Other Interests, (B) Assumptions and Assignment of Certain Contracts, and (C) Settlement and Release of Claims, (II) Approving Form and Manner of Notices of Inmarsat Transaction, and (III) Granting Related Relief* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):1071 Generic Order) (Gershbein, Evan) (Entered: 12/14/2020)
12/15/2020		(private) Document 1039 terminated. (LinhthuDo) (Entered: 12/15/2020)
	1086	Exhibit List, Witness List (Filed By UltiSat, Inc.).

12/15/2020	(3 pgs)	(Related document(s):896 Order Setting Hearing) (Ray, Hugh) (Entered: 12/15/2020)
12/15/2020	1087 (9 pgs; 2 docs)	Motion to Seal *Black Diamond Capital Management, L.L.C. and Black Diamond Commercial Finance L.L.C.s Motion for Authorization to File Their December 17, 2020 Hearing Exhibits Under Seal* Filed by Interested Parties Black Diamond Capital Management, LLC, Black Diamond Commercial Finance, L.L.C. (Attachments: # 1 Exhibit A) (Hampton, Wallis) (Entered: 12/15/2020)
12/15/2020	1088 (4 pgs)	Witness List (Filed By Centerbridge Partners, L.P. and certain of its affiliates). (Spears, Trevor) (Entered: 12/15/2020)
12/15/2020	1089 (18 pgs)	Sealed Document *Black Diamond Capital Management, L.L.C. And Black Diamond Commercial Finance, L.L.C.s Witness And Exhibit List For December 17, 2020 Video/Telephonic Hearing* (Filed By Black Diamond Capital Management, LLC, Black Diamond Commercial Finance, L.L.C.). (Hampton, Wallis) (Entered: 12/15/2020)
12/15/2020	1090 (27 pgs)	Exhibit List, Witness List (Filed By SpeedCast International Limited).(Related document(s):853 Generic Motion, 893 Disclosure Statement, 992 Notice) (Perez, Alfredo) (Entered: 12/15/2020)
12/15/2020	1091 (4 pgs)	Witness List, Exhibit List (Filed By The Official Committee of Unsecured Creditors).(Related document (s):853 Generic Motion, 893 Disclosure Statement, 992 Notice) (Rios, Randall) (Entered: 12/15/2020)
	1092 (2188 pgs; 82 docs)	Sealed Document *Black Diamond Capital Management, L.L.C. And Black Diamond Commercial Finance, L.L.C.s Witness And Exhibit List For December 17, 2020 Video/Telephonic Hearing PART 1 (related document 1089)* (Filed By Black Diamond Capital Management, LLC, Black Diamond Commercial Finance, L.L.C.). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6 # 7 Exhibit 7 # 8 Exhibit 8 # 9 Exhibit 9 # 10 Exhibit 10 # 11 Exhibit 11 # 12 Exhibit 12 # 13 Exhibit 13 # 14 Exhibit 14 # 15 Exhibit 15 # 16 Exhibit 16 # 17 Exhibit 17 # 18 Exhibit 18 # 19 Exhibit 19 # 20 Exhibit 20 # 21 Exhibit 21 # 22 Exhibit 22 # 23 Exhibit 23 # 24 Exhibit 24 # 25 Exhibit 25 # 26 Exhibit 26 # 27 Exhibit 27 # 28 Exhibit 28 # 29 Exhibit 29 # 30 Exhibit 30 # 31 Exhibit 31 # 32 Exhibit 32 # 33 Exhibit 33 # 34 Exhibit 34 # 35 Exhibit 35 # 36 Exhibit 36 # 37 Exhibit 37 # 38 Exhibit 38 # 39 Exhibit 39 # 40 Exhibit 40 # 41 Exhibit 41 # 42 Exhibit 42 # 43 Exhibit 43 # 44 Exhibit 44 # 45 Exhibit 45 # 46 Exhibit 46 # 47

12/15/2020		Exhibit 47 # 48 Exhibit 48 # 49 Exhibit 49 # 50 Exhibit 50 # 51 Exhibit 51 # 52 Exhibit 52 # 53 Exhibit 53 # 54 Exhibit 54 # 55 Exhibit 55 # 56 Exhibit 56 # 57 Exhibit 57 # 58 Exhibit 58 # 59 Exhibit 59 # 60 Exhibit 60 # 61 Exhibit 61 # 62 Exhibit 62 # 63 Exhibit 63 # 64 Exhibit 64 # 65 Exhibit 65 # 66 Exhibit 66 # 67 Exhibit 67 # 68 Exhibit 68 # 69 Exhibit 69 # 70 Exhibit 70 # 71 Exhibit 71 # 72 Exhibit 72 # 73 Exhibit 73 # 74 Exhibit 74 # 75 Exhibit 75 # 76 Exhibit 76 # 77 Exhibit 77 # 78 Exhibit 78 # 79 Exhibit 79 # 80 Exhibit 80 # 81 Exhibit 81) (Hampton, Wallis) (Entered: 12/15/2020)
12/15/2020	1093 (611 pgs; 44 docs)	Sealed Document *Black Diamond Capital Management, L.L.C. And Black Diamond Commercial Finance, L.L.C.s Witness And Exhibit List For December 17, 2020 Video/Telephonic Hearing PART 2 (related document 1089)* (Filed By Black Diamond Capital Management, LLC, Black Diamond Commercial Finance, L.L.C.). (Attachments: # 1 Exhibit 82 # 2 Exhibit 83 # 3 Exhibit 84 # 4 Exhibit 85 # 5 Exhibit 86 # 6 Exhibit 87 # 7 Exhibit 88 # 8 Exhibit 89 # 9 Exhibit 90 # 10 Exhibit 91 # 11 Exhibit 92 # 12 Exhibit 93 # 13 Exhibit 94 # 14 Exhibit 95 # 15 Exhibit 96 # 16 Exhibit 97 # 17 Exhibit 98 # 18 Exhibit 99 # 19 Exhibit 100 # 20 Exhibit 101 # 21 Exhibit 102 # 22 Exhibit 103 # 23 Exhibit 104 # 24 Exhibit 105 # 25 Exhibit 106 # 26 Exhibit 107 # 27 Exhibit 108 # 28 Exhibit 109 # 29 Exhibit 110 # 30 Exhibit 111 # 31 Exhibit 112 # 32 Exhibit 113 # 33 Exhibit 114 # 34 Exhibit 115 # 35 Exhibit 116 # 36 Exhibit 117 # 37 Exhibit 118 # 38 Exhibit 119 # 39 Exhibit 120 # 40 Exhibit 121 # 41 Exhibit 122 # 42 Exhibit 123 # 43 Exhibit 124) (Hampton, Wallis) (Entered: 12/15/2020)
12/15/2020	1094 (774 pgs; 29 docs)	Sealed Document *Black Diamond Capital Management, L.L.C. And Black Diamond Commercial Finance, L.L.C.s Witness And Exhibit List For December 17, 2020 Video/Telephonic Hearing PART 3 (related document 1089)* (Filed By Black Diamond Capital Management, LLC, Black Diamond Commercial Finance, L.L.C.). (Attachments: # 1 Exhibit 125 # 2 Exhibit 126 # 3 Exhibit 127 # 4 Exhibit 128 # 5 Exhibit 129 # 6 Exhibit 130 # 7 Exhibit 131 # 8 Exhibit 132 # 9 Exhibit 133 # 10 Exhibit 134 # 11 Exhibit 135 # 12 Exhibit 136 # 13 Exhibit 137 # 14 Exhibit 138 # 15 Exhibit 139 # 16 Exhibit 140 # 17 Exhibit 141 # 18 Exhibit 142 # 19 Exhibit 143 # 20 Exhibit 144 # 21 Exhibit 145 # 22 Exhibit 146 # 23 Exhibit 147 # 24 Exhibit 148 # 25 Exhibit 149 # 26 Exhibit 150 # 27 Exhibit 151 # 28 Exhibit 152) (Hampton, Wallis) (Entered: 12/15/2020)
	1095 (641 pgs; 33 docs)	Sealed Document *Black Diamond Capital Management, L.L.C. And Black Diamond Commercial Finance, L.L.C.s Witness And Exhibit List For December 17, 2020 Video/Telephonic Hearing PART 4 (related document*

12/15/2020		*1089)* (Filed By Black Diamond Capital Management, LLC, Black Diamond Commercial Finance, L.L.C.). (Attachments: # 1 Exhibit 153 # 2 Exhibit 154 # 3 Exhibit 155 # 4 Exhibit 156 # 5 Exhibit 157 # 6 Exhibit 158 # 7 Exhibit 159 # 8 Exhibit 160 # 9 Exhibit 161 # 10 Exhibit 162 # 11 Exhibit 163 # 12 Exhibit 164 # 13 Exhibit 165 # 14 Exhibit 166 # 15 Exhibit 167 # 16 Exhibit 168 # 17 Exhibit 169 # 18 Exhibit 170 # 19 Exhibit 171 # 20 Exhibit 172 # 21 Exhibit 173 # 22 Exhibit 174 # 23 Exhibit 175 # 24 Exhibit 176 # 25 Exhibit 177 # 26 Exhibit 178 # 27 Exhibit 179 # 28 Exhibit 180 # 29 Exhibit 181 # 30 Exhibit 182 # 31 Exhibit 183 # 32 Exhibit 184) (Hampton, Wallis) (Entered: 12/15/2020)
12/15/2020	1096 (465 pgs; 25 docs)	Sealed Document *Black Diamond Capital Management, L.L.C. And Black Diamond Commercial Finance, L.L.C.s Witness And Exhibit List For December 17, 2020 Video/Telephonic Hearing PART 5 (related document 1089)* (Filed By Black Diamond Capital Management, LLC, Black Diamond Commercial Finance, L.L.C.). (Attachments: # 1 Exhibit 185 # 2 Exhibit 186 # 3 Exhibit 187 # 4 Exhibit 188 # 5 Exhibit 189 # 6 Exhibit 190 # 7 Exhibit 191 # 8 Exhibit 192 # 9 Exhibit 193 # 10 Exhibit 194 # 11 Exhibit 195 # 12 Exhibit 196 # 13 Exhibit 197 # 14 Exhibit 198 # 15 Exhibit 199 # 16 Exhibit 200 # 17 Exhibit 201 # 18 Exhibit 202 # 19 Exhibit 203 # 20 Exhibit 204 # 21 Exhibit 205 # 22 Exhibit 206 # 23 Exhibit 207 # 24 Exhibit 208) (Hampton, Wallis) (Entered: 12/15/2020)
12/15/2020	1097 (182 pgs)	Sealed Document *Notice Of Filing Of Conformed Preliminary Objection Of Black Diamond Capital Management, L.L.C. And Black Diamond Commercial Finance, L.L.C. To (I) Approval Of Disclosure Statement For Amended Joint Chapter 11 Plan Of Speedcast International Limited And Its Debtor Affiliates And (II) Confirmation Of Second Amended Joint Chapter 11 Plan Of Speedcast International Limited And Its Debtor Affiliates (related document 1047)* (Filed By Black Diamond Capital Management, LLC, Black Diamond Commercial Finance, L.L.C.). (Hampton, Wallis) (Entered: 12/15/2020)
	1098 (117 pgs)	Notice *Of Filing Of Redacted Version Of Conformed Preliminary Objection Of Black Diamond Capital Management, L.L.C. And Black Diamond Commercial Finance, L.L.C. To (I) Approval Of Disclosure Statement For Amended Joint Chapter 11 Plan Of Speedcast International Limited And Its Debtor Affiliates And (II) Confirmation Of Second Amended Joint Chapter 11 Plan Of Speedcast International Limited And Its Debtor Affiliates*. (Related document(s):1047 Sealed Document, 1097 Sealed Document) Filed by Black Diamond Capital Management, LLC, Black Diamond Commercial Finance,

12/15/2020		L.L.C. (Hampton, Wallis) (Entered: 12/15/2020)
12/15/2020	1099 (1 pg)	PDF with attached Audio File. Court Date & Time [12/15/2020 5:45:03 PM]. File Size [99384 KB]. Run Time [03:27:03]. (**Audio from the first day hearings on 4-23-20**). (admin). Modified on 12/15/2020 (TylerLaws). (Entered: 12/15/2020)
12/15/2020	1100 (14 pgs; 2 docs)	Emergency Motion *of Debtors for Entry of an Order Authorizing Debtors to File Confidential Documents Under Seal* Filed by Debtor SpeedCast International Limited (Attachments: # 1 Proposed Order) (Perez, Alfredo) (Entered: 12/15/2020)
12/15/2020	1101 (2 pgs)	Declaration re: */ Declaration and Disclosure Statement of Susan Reece Jones, on Behalf of Francis Abourizk Lightowlers* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 12/15/2020)
12/15/2020	1102 (13 pgs)	Supporting Brief (Filed By UltiSat, Inc.).(Related document(s):893 Disclosure Statement, 894 Notice, 896 Order Setting Hearing, 992 Notice, 1011 Notice) (Ray, Hugh) (Entered: 12/15/2020)
12/15/2020	1103 (1 pg)	Motion to Appear pro hac vice *of Bambo Obaro*. Filed by Debtor SpeedCast International Limited (Perez, Alfredo) (Entered: 12/15/2020)
12/15/2020	1104 (7 pgs; 2 docs)	Certificate of No Objection *to Debtors Motion for Entry of an Order (I) Authorizing Debtor SpeedCast Limited to Enter Into Confidential Settlement Agreement, (II) Approving the Terms of Such Settlement Agreement and Authorizing the Debtors' Performance Thereunder, and (III) Granting Related Relief* (Filed By SpeedCast International Limited).(Related document(s):978 Sealed Motion) (Attachments: # 1 Ex. A - Proposed Order) (Perez, Alfredo) (Entered: 12/16/2020)
12/16/2020	1105 (140 pgs)	Sealed Document */ Debtors' Memorandum of Law in Support of Confirmation of Second Amended Joint Chapter 11 Plan of Speedcast International Limited and Its Debtor Affiliates (FILED UNDER SEAL)* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 12/16/2020)
	1106 (22 pgs)	Statement *and Joinder of The Official Committee of Unsecured Creditors in Support of Confirmation of the Second Amended Joint Chapter 11 Plan of SpeedCast International Limited and Its Debtor Affiliates* (Filed By The Official Committee of Unsecured Creditors).(Related document(s):1105 Sealed Document) (Million, Timothy)

12/16/2020		(Entered: 12/16/2020)
12/16/2020	1107 (11 pgs; 2 docs)	Emergency Motion *of Debtors for Entry of an Order Authorizing Debtors to File Debtors Memorandum of Law in Support of Confirmation of Second Amended Joint Chapter 11 Plan of Speedcast International Limited and Its Debtor Affiliates Under Seal* Filed by Debtor SpeedCast International Limited (Attachments: # 1 Exhibit A - Proposed Order) (Perez, Alfredo) (Entered: 12/16/2020)
12/16/2020	1108 (16 pgs)	Declaration re: */ Declaration of Adam Waldman in Support of Confirmation of Second Amended Joint Chapter 11 Plan of Speedcast International Limited and Its Affiliated Debtors* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 12/16/2020)
12/16/2020	1109 (6 pgs)	Sealed Document */ Exhibit to Declaration of Adam Waldman in Support of Confirmation of Second Amended Joint Chapter 11 Plan of Speedcast International Limited and Its Affiliated Debtors (Related Document 1108) (FILED UNDER SEAL)* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 12/16/2020)
12/16/2020	1110 (32 pgs)	Declaration re: */ Declaration of Michael Healy in Support of Confirmation of the Amended Joint Chapter 11 Plan of Speedcast International Limited and Its Affiliated Debtors* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 12/16/2020)
12/16/2020	1111 (9 pgs; 2 docs)	Sealed Document */ Exhibits to Declaration of Michael Healy in Support of Confirmation of the Amended Joint Chapter 11 Plan of Speedcast International Limited and Its Affiliated Debtors (Related Document 1110) (FILED UNDER SEAL)* (Filed By SpeedCast International Limited). (Attachments: # 1 Exhibit) (Perez, Alfredo) (Entered: 12/16/2020)
12/16/2020	1112 (7 pgs)	Declaration re: */ Declaration of David Mack in Support of Confirmation of the Second Amended Joint Chapter 11 Plan of Speedcast International Limited and Its Affiliated Debtors* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 12/16/2020)
12/16/2020	1113 (27 pgs)	Declaration re: */ Certification of P. Joseph Morrow IV With Respect to the Tabulation of Votes on the Second Amended Joint Chapter 11 Plan of Speedcast International Limited and Its Debtor Affiliates* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 12/16/2020)
	1114	Amended Emergency Motion *of Debtors for Entry of an*

12/16/2020	(15 pgs; 2 docs)	*Order Authorizing Debtors to File Confidential Documents Under Seal* Filed by Debtor SpeedCast International Limited (Attachments: # 1 Exhibit A - Proposed Order) (Perez, Alfredo) (Entered: 12/16/2020)
12/16/2020	1115 (1 pg)	Motion to Appear pro hac vice *of Timothy M. Frey*. Filed by Interested Parties Black Diamond Capital Management, LLC, Black Diamond Commercial Finance, L.L.C. (Hampton, Wallis) (Entered: 12/16/2020)
12/16/2020	1116 (2 pgs)	Withdraw Document (Filed By Oceaneering International Inc.).(Related document(s):1069 Response/Objection) (Elder, David) (Entered: 12/16/2020)
12/16/2020	1117 (2 pgs)	Certificate *[Amended Certificate of Service]* (Filed By The Official Committee of Unsecured Creditors).(Related document(s):1106 Statement) (Million, Timothy) (Entered: 12/16/2020)
12/16/2020	1118 (15 pgs; 3 docs)	Exhibit List, Witness List (Filed By SpeedCast International Limited). (Attachments: # 1 Debtors' Ex. 1 # 2 Debtors' Ex. 2) (Perez, Alfredo) (Entered: 12/16/2020)
12/16/2020	1119 (338 pgs; 17 docs)	Sealed Document *Black Diamond Capital Management, L.L.C. And Black Diamond Commercial Finance, L.L.C.s Supplemental Witness And Exhibit List For December 17, 2020 Video/Telephonic Hearing* (Filed By Black Diamond Capital Management, LLC, Black Diamond Commercial Finance, L.L.C.). (Attachments: # 1 Exhibit 3-A # 2 Exhibit 9-A # 3 Exhibit 13-A # 4 Exhibit 14-A # 5 Exhibit 36-A # 6 Exhibit 38-A # 7 Exhibit 46-A # 8 Exhibit 47-A # 9 Exhibit 67-A # 10 Exhibit 97-A # 11 Exhibit 119-A # 12 Exhibit 128-A # 13 Exhibit 137-A # 14 Exhibit 165-A # 15 Exhibit 209 # 16 Exhibit 210) (Hampton, Wallis) (Entered: 12/16/2020)
12/16/2020	1120 (8 pgs)	Agenda for Hearing on 12/17/2020 (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 12/16/2020)
12/16/2020	1121 (1 pg)	Withdrawal of Claim: (Weller, H) (Entered: 12/16/2020)
12/16/2020	1122 (1 pg)	Order Granting Motion to Appear *pro hac vice* - Bambo Obaro (Related Doc # 1103) Signed on 12/16/2020. (TylerLaws) (Entered: 12/16/2020)
	1123 (11 pgs)	Emergency Motion *for Entry of an Order (I) Authorizing Centerbridge to Redact Certain Potentially Confidential Information in the Joinder and Reply to Objection to the*

12/16/2020		*Second Amended Joint Chapter 11 Plan of Speedcast International Limited and its Debtor Affiliates and (II) Granting Related Relief* Filed by Interested Party Centerbridge Partners, L.P. and certain of its affiliates (Heath, Paul) (Entered: 12/16/2020)
12/16/2020	1124 (14 pgs)	Sealed Document */Centerbridge Partners, L.P.'s Joinder and Reply to Objection to the Second Amended Joint Chapter 11 Plan of Speedcast International Limited and its Debtor Affiliates* (Filed By Centerbridge Partners, L.P. and certain of its affiliates). (Heath, Paul) (Entered: 12/16/2020)
12/16/2020	1125 (14 pgs)	Reply *[Redacted] Centerbridge Partners, L.P.'s Joinder and Reply to Objection to the Second Amended Joint Chapter 11 Plan of Speedcast International Limited and its Debtor Affiliates*. Filed by Centerbridge Partners, L.P. and certain of its affiliates (Heath, Paul) (Entered: 12/16/2020)
12/16/2020	1126 (1357 pgs; 20 docs)	Exhibit List, Witness List (Filed By SpeedCast International Limited).(Related document(s):893 Disclosure Statement, 992 Notice) (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6 # 7 Exhibit 7 # 8 Exhibit 8 # 9 Exhibit 9 # 10 Exhibit 10 # 11 Exhibit 11 # 12 Exhibit 12 # 13 Exhibit 13 # 14 Exhibit 14 # 15 Exhibit 15 # 16 Exhibit 16 # 17 Exhibit 17 # 18 Exhibit 18 # 19 Exhibit 19) (Perez, Alfredo) (Entered: 12/16/2020)
12/16/2020	1127 (3 pgs)	Proposed Order RE: *Emergency Motion for Entry of an Order (I) Authorizing Centerbridge to Redact Certain Potentially Confidential Information in the Joinder and Reply to Objection to the Second Amended Joint Chapter 11 Plan of Speedcast International Limited and its Debtor Affiliates and (II) Granting Related Relief* (Filed By Centerbridge Partners, L.P. and certain of its affiliates). (Related document(s):1123 Emergency Motion) (Heath, Paul) (Entered: 12/16/2020)
	1128 (236 pgs; 66 docs)	Exhibit List, Witness List (Filed By SpeedCast International Limited).(Related document(s):893 Disclosure Statement, 992 Notice) (Attachments: # 1 Exhibit 20 Part 1 # 2 Exhibit 20 Part 2 # 3 Exhibit 20 Part 3 # 4 Exhibit 20 Part 4 # 5 Exhibit 20 Part 5 # 6 Exhibit 20 Part 6 # 7 Exhibit 20 Part 7 # 8 Exhibit 20 Part 8 # 9 Exhibit 20 Part 9 # 10 Exhibit 20 Part 10 # 11 Exhibit 20 Part 11 # 12 Exhibit 20 Part 12 # 13 Exhibit 20 Part 13 # 14 Exhibit 20 Part 14 # 15 Exhibit 20 Part 15 # 16 Exhibit 20 Part 16 # 17 Exhibit 20 Part 17 # 18 Exhibit 20 Part 18 # 19 Exhibit 20 Part 19 # 20 Exhibit 20 Part 20 # 21 Exhibit 20 Part 21 # 22 Exhibit 20 Part 22 # 23 Exhibit 20 Part 23 # 24 Exhibit 20 Part 24 # 25 Exhibit 20 Part 25 #

12/16/2020		26 Exhibit 20 Part 26 # 27 Exhibit 20 Part 27 # 28 Exhibit 20 Part 28 # 29 Exhibit 20 Part 29 # 30 Exhibit 20 Part 30 # 31 Exhibit 20 Part 31 # 32 Exhibit 20 Part 32 # 33 Exhibit 20 Part 33 # 34 Exhibit 20 Part 34 # 35 Exhibit 20 Part 35 # 36 Exhibit 20 Part 36 # 37 Exhibit 20 Part 37 # 38 Exhibit 20 Part 38 # 39 Exhibit 20 Part 39 # 40 Exhibit 20 Part 40 # 41 Exhibit 20 Part 41 # 42 Exhibit 20 Part 42 # 43 Exhibit 20 Part 43 # 44 Exhibit 20 Part 44 # 45 Exhibit 20 Part 45 # 46 Exhibit 20 Part 46 # 47 Exhibit 20 Part 47 # 48 Exhibit 20 Part 48 # 49 Exhibit 20 Part 49 # 50 Exhibit 20 Part 50 # 51 Exhibit 20 Part 51 # 52 Exhibit 20 Part 52 # 53 Exhibit 20 Part 53 # 54 Exhibit 20 Part 54 # 55 Exhibit 20 Part 55 # 56 Exhibit 20 Part 56 # 57 Exhibit 20 Part 57 # 58 Exhibit 20 Part 58 # 59 Exhibit 20 Part 59 # 60 Exhibit 20 Part 60 # 61 Exhibit 20 Part 61 # 62 Exhibit 20 Part 62 # 63 Exhibit 20 Part 63 # 64 Exhibit 20 Part 64 # 65 Exhibit 20 Part 65) (Perez, Alfredo) (Entered: 12/16/2020)
12/16/2020	1129 (261 pgs; 30 docs)	Sealed Document */ Exhibits In Connection with Debtors' Amended Witness and Exhibit List for December 17, 2020 Video/Telephonic Hearing (FILED UNDER SEAL) (Part 1)* (Filed By SpeedCast International Limited). (Attachments: # 1 Debtors' Ex. 20.02 # 2 Debtors' Ex. 20.11 # 3 Debtors' Ex. 20.14 # 4 Debtors' Ex. 20.15 # 5 Debtors' Ex. 20.17 # 6 Debtors' Ex. 20.19 # 7 Debtors' Ex. 20.20 # 8 Debtors' Ex. 20.22 # 9 Debtors' Ex. 20.23 # 10 Debtors' Ex. 20.25 # 11 Debtors' Ex. 20.26 # 12 Debtors' Ex. 20.27 # 13 Debtors' Ex. 20.30 # 14 Debtors' Ex. 20.38 # 15 Debtors' Ex. 20.42 # 16 Debtors' Ex. 20.46 # 17 Debtors' Ex. 20.56 # 18 Debtors' Ex. 20.57 # 19 Debtors' Ex. 20.58 # 20 Debtors' Ex. 20.59 # 21 Debtors' Ex. 20.61 # 22 Debtors' Ex. 20.64 # 23 Debtors' Ex. 21.01 # 24 Debtors' Ex. 21.02 # 25 Debtors' Ex. 21.03 # 26 Debtors' Ex. 21.04 # 27 Debtors' Ex. 21.05 # 28 Debtors' Ex. 21.06 # 29 Debtors' Ex. 21.07) (Perez, Alfredo) (Entered: 12/16/2020)
	1130 (605 pgs; 71 docs)	Witness List (Filed By SpeedCast International Limited). (Related document(s):893 Disclosure Statement, 992 Notice) (Attachments: # 1 Exhibit Exhibit 21 Part 1 # 2 Exhibit 21 Part 2 # 3 Exhibit 21 Part 3 # 4 Exhibit 21 Part 4 # 5 Exhibit 21 Part 5 # 6 Exhibit 21 Part 6 # 7 Exhibit 21 Part 7 # 8 Exhibit 21 Part 8 # 9 Exhibit 21 Part 9 # 10 Exhibit 21 Part 10 # 11 Exhibit 21 Part 11 # 12 Exhibit 21 Part 12 # 13 Exhibit 21 Part 13 # 14 Exhibit 21 Part 14 # 15 Exhibit 21 Part 15 # 16 Exhibit 21 Part 16 # 17 Exhibit 21 Part 17 # 18 Exhibit 21 Part 18 # 19 Exhibit 21 Part 19 # 20 Exhibit 21 Part 20 # 21 Exhibit 21 Part 21 # 22 Exhibit 21 Part 23 # 23 Exhibit 21 Part 24 # 24 Exhibit 21 Part 25 # 25 Exhibit 21 Part 26 # 26 Exhibit 21 Part 27 # 27 Exhibit 21 Part 28 # 28 Exhibit 21 Part 29 # 29 Exhibit 21 Part 30 # 30 Exhibit 21 Part 31 # 31 Exhibit 21 Part 32 # 32 Exhibit 21 Part 33 # 33 Exhibit 21 Part 34 # 34

12/16/2020		Exhibit 21 Part 35 # 35 Exhibit 21 Part 36 # 36 Exhibit 21 Part 37 # 37 Exhibit 22 # 38 Exhibit 23 # 39 Exhibit 24 # 40 Exhibit 25 # 41 Exhibit 26 # 42 Exhibit 27 # 43 Exhibit 28 # 44 Exhibit 29 # 45 Exhibit 30 # 46 Exhibit 31 # 47 Exhibit 32 # 48 Exhibit 33 # 49 Exhibit 34 # 50 Exhibit 35 # 51 Exhibit 36 # 52 Exhibit 37 # 53 Exhibit 38 # 54 Exhibit 39 # 55 Exhibit 40 # 56 Exhibit 41 # 57 Exhibit 42 # 58 Exhibit 43 # 59 Exhibit 44 # 60 Exhibit 45 # 61 Exhibit 46 # 62 Exhibit 47 # 63 Exhibit 48 # 64 Exhibit 49 # 65 Exhibit 50 # 66 Exhibit 51 # 67 Exhibit 52 # 68 Exhibit 53 # 69 Exhibit 54 # 70 Exhibit 55) (Perez, Alfredo) (Entered: 12/16/2020)
12/16/2020	1131 (55 pgs)	Transcript RE: Motion to Approve a KEIP Via Zoom held on December 2, 2020 before Judge Marvin Isgur. Transcript is available for viewing in the Clerk's Office. Filed by Transcript access will be restricted through 03/16/2021. (mhen) (Entered: 12/16/2020)
12/16/2020	1132 (349 pgs; 4 docs)	Sealed Document / *Exhibits In Connection with Debtors' Amended Witness and Exhibit List for December 17, 2020 Video/Telephonic Hearing (FILED UNDER SEAL) (Part 2)* (Filed By SpeedCast International Limited). (Attachments: # 1 Debtors' Ex. 21.08 # 2 Debtors' Ex. 21.09 (Part 1) # 3 Debtors' Ex. 21.09 (Part 2)) (Perez, Alfredo) (Entered: 12/16/2020)
12/16/2020	1133 (1993 pgs; 25 docs)	Exhibit List, Witness List (Filed By SpeedCast International Limited).(Related document(s):893 Disclosure Statement, 992 Notice) (Attachments: # 1 Exhibit 55 # 2 Exhibit 56 # 3 Exhibit 57 # 4 Exhibit 58 # 5 Exhibit 59 # 6 Exhibit 60 # 7 Exhibit 61 # 8 Exhibit 62 # 9 Exhibit 63 # 10 Exhibit 64 # 11 Exhibit 65 # 12 Exhibit 66 # 13 Exhibit 67 # 14 Exhibit 68 # 15 Exhibit 69 # 16 Exhibit 70 # 17 Exhibit 71 # 18 Exhibit 72 # 19 Exhibit 73 # 20 Exhibit 74 # 21 Exhibit 75 # 22 Exhibit 76 # 23 Exhibit 77 # 24 Exhibit 78) (Perez, Alfredo) (Entered: 12/16/2020)
12/16/2020	1134 (431 pgs; 15 docs)	Sealed Document / *Exhibits In Connection with Debtors' Amended Witness and Exhibit List for December 17, 2020 Video/Telephonic Hearing (FILED UNDER SEAL) (Part 3)* (Filed By SpeedCast International Limited). (Attachments: # 1 Debtors' Ex. 21.10 (Part 1) # 2 Debtors' Ex. 21.10 (Part 2) # 3 Debtors' Ex. 21.11 # 4 Debtors' Ex. 21.12 # 5 Debtors' Ex. 21.13 # 6 Debtors' Ex. 21.14 # 7 Debtors' Ex. 21.15 # 8 Debtors' Ex. 21.16 # 9 Debtors' Ex. 21.17 # 10 Debtors' Ex. 21.18 # 11 Debtors' Ex. 21.19 # 12 Debtors' Ex. 21.20 # 13 Debtors' Ex. 21.21 # 14 Debtors' Ex. 21.23) (Perez, Alfredo) (Entered: 12/16/2020)
	1135	Exhibit List, Witness List (Filed By SpeedCast International Limited).(Related document(s):893

12/16/2020	(560 pgs; 27 docs)	Disclosure Statement, 992 Notice) (Attachments: # 1 Exhibit 79 # 2 Exhibit 80 # 3 Exhibit 81 # 4 Exhibit 82 # 5 Exhibit 83 # 6 Exhibit 85 # 7 Exhibit 86 # 8 Exhibit 87 # 9 Exhibit 88 # 10 Exhibit 89 # 11 Exhibit 90 # 12 Exhibit 91 # 13 Exhibit 92 # 14 Exhibit 93 # 15 Exhibit 94 # 16 Exhibit 95 # 17 Exhibit 95 A # 18 Exhibit 95 A-1 # 19 Exhibit 95 A-2 # 20 Exhibit 95 A-3 # 21 Exhibit 95 B # 22 Exhibit 95 C # 23 Exhibit 96 # 24 Exhibit 97 # 25 Exhibit 98 # 26 Exhibit 99) (Perez, Alfredo) (Entered: 12/16/2020)
12/16/2020	1136 (469 pgs; 25 docs)	Sealed Document / *Exhibits In Connection with Debtors' Amended Witness and Exhibit List for December 17, 2020 Video/Telephonic Hearing (FILED UNDER SEAL) (Part 4)* (Filed By SpeedCast International Limited). (Attachments: # 1 Debtors' Ex. 21.24 # 2 Debtors' Ex. 21.25 # 3 Debtors' Ex. 21.26 # 4 Debtors' Ex. 21.27 # 5 Debtors' Ex. 21.28 # 6 Debtors' Ex. 21.29 # 7 Debtors' Ex. 21.30 # 8 Debtors' Ex. 21.31 # 9 Debtors' Ex. 21.32 # 10 Debtors' Ex. 21.33 # 11 Debtors' Ex. 21.34 # 12 Debtors' Ex. 21.35 # 13 Debtors' Ex. 26 # 14 Debtors' Ex. 27 # 15 Debtors' Ex. 30 # 16 Debtors' Ex. 31 # 17 Debtors' Ex. 33 # 18 Debtors' Ex. 34 # 19 Debtors' Ex. 35 # 20 Debtors' Ex. 36 # 21 Debtors' Ex. 39 # 22 Debtors' Ex. 40 # 23 Debtors' Ex. 41 # 24 Debtors' Ex. 43) (Perez, Alfredo) (Entered: 12/16/2020)
12/16/2020	1137 (11 pgs; 2 docs)	Emergency Motion *Black Diamond Capital Management, L.L.C. And Black Diamond Commercial Finance, L.L.C.s Emergency Motion In Limine To Exclude Debtors Expert Evidence* Filed by Interested Parties Black Diamond Capital Management, LLC, Black Diamond Commercial Finance, L.L.C. (Attachments: # 1 Exhibit A) (Hampton, Wallis) (Entered: 12/16/2020)
12/16/2020	1138 (673 pgs; 28 docs)	Sealed Document / *Exhibits In Connection with Debtors' Amended Witness and Exhibit List for December 17, 2020 Video/Telephonic Hearing (FILED UNDER SEAL) (Part 5)* (Filed By SpeedCast International Limited). (Attachments: # 1 Debtors' Ex. 44 # 2 Debtors' Ex. 52 # 3 Debtors' Ex. 53 # 4 Debtors' Ex. 55 # 5 Debtors' Ex. 56 # 6 Debtors' Ex. 57 # 7 Debtors' Ex. 58 # 8 Debtors' Ex. 59 # 9 Debtors' Ex. 60 # 10 Debtors' Ex. 61 # 11 Debtors' Ex. 62 # 12 Debtors' Ex. 63 # 13 Debtors' Ex. 64 # 14 Debtors' Ex. 65 # 15 Debtors' Ex. 66 # 16 Debtors' Ex. 67 # 17 Debtors' Ex. 70 # 18 Debtors' Ex. 71 # 19 Debtors' Ex. 72 # 20 Debtors' Ex. 85 # 21 Debtors' Ex. 86 # 22 Debtors' Ex. 87 # 23 Debtors' Ex. 88 # 24 Debtors' Ex. 90 # 25 Debtors' Ex. 92 # 26 Debtors' Ex. 93 # 27 Debtors' Ex. 99) (Perez, Alfredo) (Entered: 12/16/2020)
	1139 (11 pgs)	Reply / *Debtors' Reply in Support of Motion of Debtors Pursuant to 11 U.S.C. Section 1121(d) to Further Extend Exclusive Periods* (related document(s):853 Generic

12/16/2020		Motion). Filed by SpeedCast International Limited (Perez, Alfredo) (Entered: 12/16/2020)
12/16/2020	1140 (190 pgs; 8 docs)	Sealed Document *Black Diamond Capital Management, L.L.C. And Black Diamond Commercial Finance, L.L.C.s Second Supplemental Witness And Exhibit List For December 17, 2020 Video/Telephonic Hearing* (Filed By Black Diamond Capital Management, LLC, Black Diamond Commercial Finance, L.L.C.). (Attachments: # 1 Exhibit 7-A # 2 Exhibit 27-A # 3 Exhibit 28-A # 4 Exhibit 31-A # 5 Exhibit 121-A # 6 Exhibit 125-A # 7 Exhibit 211) (Hampton, Wallis) (Entered: 12/16/2020)
12/16/2020	1141 (22 pgs)	Certificate *of Service re: Documents Served on December 16, 2020* (Filed By Kurtzman Carson Consultants LLC). (Related document(s):1101 Declaration, 1107 Emergency Motion, 1108 Declaration, 1110 Declaration, 1112 Declaration, 1113 Declaration, 1114 Emergency Motion, 1120 Agenda) (Gershbein, Evan) (Entered: 12/16/2020)
12/16/2020	1142 (4 pgs)	BNC Certificate of Mailing. (Related document(s):1081 Notice of Filing of Official Transcript (Form)) No. of Notices: 55. Notice Date 12/16/2020. (Admin.) (Entered: 12/17/2020)
12/16/2020	1150 (2 pgs)	Reply/Objection to 958 Notice, filed by Gerard Johnston. (rcas) (Entered: 12/17/2020)
12/17/2020	1143 (140 pgs)	Brief (Filed By SpeedCast International Limited).(Related document(s):1011 Notice, 1105 Sealed Document) (Perez, Alfredo) (Entered: 12/17/2020)
12/17/2020	1144 (88 pgs)	Notice *of Filing of Plan Supplement to Plan Supplement in Connection with Second Amended Joint Chapter 11 Plan of Speedcast International Limited and its Debtor Affiliates*. (Related document(s):992 Notice, 1011 Notice) Filed by SpeedCast International Limited (Perez, Alfredo) (Entered: 12/17/2020)
12/17/2020		(private) Document 1069 terminated. (LinhthuDo) (Entered: 12/17/2020)
12/17/2020	1145 (16 pgs)	Declaration re: */ Amended Declaration of Adam Waldman in Support of Confirmation of Second Amended Joint Chapter 11 Plan of Speedcast International Limited and Its Affiliated Debtors* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 12/17/2020)
	1146	Sealed Document */ Amended Exhibit to Declaration of Adam Waldman in Support of Confirmation of Second*

12/17/2020	(6 pgs)	*Amended Joint Chapter 11 Plan of Speedcast International Limited and Its Affiliated Debtors (Related Document 1145) (FILED UNDER SEAL)* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 12/17/2020)
12/17/2020	1147 (1 pg)	Notice of Filing of Official Transcript as to 1131 Transcript. Parties notified (Related document(s):1131 Transcript) (dhan) (Entered: 12/17/2020)
12/17/2020	1148 (10 pgs)	Amended Agenda for Hearing on 12/17/2020 (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 12/17/2020)
12/17/2020	1149 (6 pgs)	Declaration re: / *Declaration of Ernst & Young S.A.S. Pursuant to the Order Authorizing the Debtors to Employ Professionals Used in the Ordinary Course of Business* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 12/17/2020)
12/17/2020	1151 (1 pg)	AO 435 TRANSCRIPT ORDER FORM (Daily (24 hours)) by The Official Committee of Unsecured Creditors/Randall A. Rios. This is to order a transcript of Plan Confirmation Hearing for 12/17/2020 before Judge Marvin P. Isgur. Court Reporter/Transcriber: Judicial Transcribers of Texas (Filed By The Official Committee of Unsecured Creditors). (Rios, Randall) Electronically forwarded to Judicial Transcribers of Texas on December 18, 2020. Estimated completion date: December 19, 2020. Modified on 12/18/2020 (ClaudiaGutierrez). (Entered: 12/17/2020)
12/17/2020		(private) Deadline 869 terminated. (LinhthuDo) (Entered: 12/17/2020)
12/17/2020	1152	Notice of Cancellation of Hearing. Contacted by Patrick Feeney and Brad Rogers. The hearing previously scheduled for 12/18/2020 at 01:30 PM is * canceled * by agreement of the parties. (Related document(s):869 Debtors' Omnibus Motion for Rejection of Executory Contracts and Unexpired Leases) (LinhthuDo) (Entered: 12/17/2020)
12/17/2020	1153 (1 pg)	Order Granting Motion to Appear *pro hac vice* - Timothy M. Frey (Related Doc # 1115) Signed on 12/17/2020. (TylerLaws) (Entered: 12/17/2020)
	1154 (1 pg)	Courtroom Minutes. Time Hearing Held: 9:05 am - 11:00 am & 11:19 am - 12:15 pm & 1:13 pm - 2:00 pm & 2:20 pm - 5:04 pm & 5:15 pm - 6:24 pm. Telephonic Appearances: See attached. Witnesses sworn in and testimony given: Michael Healy. Debtors Exhibits

12/17/2020		admitted: ECF No. 1126 1-19, ECF No. 1128 1-65, ECF No. 1129 1-22, 23-29, ECF No. 1130 1-70, ECF No. 1133 1-16, 18-24, ECF No. 1135 1-9, 15-26. Exclusions: Portions of ECF No. 1135-10 excluding the second sentence of paragraph 24 and all of paragraphs 30-39. The Court admits all of ECF No. 1135-12 except paragraph 34, ECF No. 1135 - 11, 13, 14 are not admitted on the record. Black Diamond Capital Management L.L.C. & Black Diamond Commercial Finance, L.L.C. Exhibits admitted: ECF No. 1092 1-67, 69-81, ECF No. 1093 1-43, ECF No. 1094 1-28, ECF No. 1095 1-32, ECF No. 1096 1-24, ECF No. 1119 1-16, ECF No. 1140 1-7. Briefing to be filed on the matters discussed for Debtors exhibit ECF No. 1135-13, 14 by Debtors counsel on 12/19/20 at 12:00 pm, Black Diamond to file response briefing on 12/21/20 at 12:00 pm. Debtors counsel to file the deposition of Ethan Auerbach on the docket on 12/21/20 at 9:00 am as stated on the record. Hearings continued on the record to 12/22/20 at 1:30 pm. (Related document(s):853 Generic Motion, 896 Order Setting Hearing) **Hearings scheduled for 12/22/2020 at 01:30 PM at telephone and video conference.** (TylerLaws) (Entered: 12/17/2020)
12/17/2020	1155 (2 pgs)	AO 435 TRANSCRIPT ORDER FORM (Daily (24 hours)) by Debtors' Counsel/Alfredo Perez. This is to order a transcript of Bankruptcy Proceeding on December 17, 2020 before Judge Marvin P. Isgur. Court Reporter/Transcriber: Judicial Transcribers of Texas (Filed By SpeedCast International Limited). (Perez, Alfredo) Copy request electronically forwarded to Judicial Transcribers of Texas on December 18, 2020. Estimated completion date: December 19, 2020. Modified on 12/18/2020 (ClaudiaGutierrez). (Entered: 12/17/2020)
12/17/2020	1156 (1 pg)	PDF with attached Audio File. Court Date & Time [12/17/2020 9:05:19 AM]. File Size [55512 KB]. Run Time [01:55:39]. (admin). (Entered: 12/17/2020)
12/17/2020	1157 (1 pg)	PDF with attached Audio File. Court Date & Time [12/17/2020 11:19:52 AM]. File Size [26888 KB]. Run Time [00:56:01]. (admin). (Entered: 12/17/2020)
12/17/2020	1158 (1 pg)	PDF with attached Audio File. Court Date & Time [12/17/2020 1:13:25 PM]. File Size [22527 KB]. Run Time [00:46:56]. (admin). (Entered: 12/17/2020)
12/17/2020	1159 (1 pg)	PDF with attached Audio File. Court Date & Time [12/17/2020 2:20:43 PM]. File Size [78535 KB]. Run Time [02:43:37]. (admin). (Entered: 12/17/2020)

12/17/2020	1160 (1 pg)	PDF with attached Audio File. Court Date & Time [12/17/2020 5:14:39 PM]. File Size [33513 KB]. Run Time [01:09:49]. (admin). (Entered: 12/17/2020)
12/17/2020	1161 (4 pgs)	Stipulation By SpeedCast International Limited and The Auxisi Group, Inc. and Brad Rogers. Does this document include an agreed order or otherwise request that the judge sign a document? Yes. (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 12/17/2020)
12/17/2020	1162 (2 pgs)	AO 435 TRANSCRIPT ORDER FORM (Expedited (7 days)) by Caylyn Perry. This is to order a transcript of 12/9/2020 before Judge Marvin P. Isgur. Court Reporter/Transcriber: Digital Scroll Transcription. (ShoshanaArnow) Copy request for 12-7-2020 and 12-9-2020 electronically forwarded to Judicial Transcribers of Texas on December 18, 2020. Estimated completion date: December 25, 2020. Modified on 12/18/2020 (ClaudiaGutierrez). (Entered: 12/18/2020)
12/18/2020	1163 (1 pg)	AO 435 TRANSCRIPT ORDER FORM (Daily (24 hours)) by Catherine A. Diktaban. This is to order a transcript of Hearing Held on 12-17-2020 before Judge Marvin P. Isgur. Court Reporter/Transcriber: Judicial Transcribers of Texas (Filed By Hunton Andrews Kurth LLP). (Diktaban, Catherine) Copy request electronically forwarded to Judicial Transcribers of Texas on December 18, 2020. Estimated completion date: December 19, 2020. Modified on 12/18/2020 (ClaudiaGutierrez). (Entered: 12/18/2020)
12/18/2020	1164 (4 pgs)	BNC Certificate of Mailing. (Related document(s):1122 Order on Motion to Appear pro hac vice) No. of Notices: 55. Notice Date 12/18/2020. (Admin.) (Entered: 12/18/2020)
12/19/2020	1165 (20 pgs)	Brief (Filed By SpeedCast International Limited).(Related document(s):1137 Emergency Motion) (Perez, Alfredo) (Entered: 12/19/2020)
12/19/2020	1166 (306 pgs)	Transcript RE: Confirmation Hearing Day One (Via Zoom) held on December 17, 2020 before Judge Marvin Isgur. Transcript is available for viewing in the Clerk's Office. Filed by Transcript access will be restricted through 03/19/2021. (mhen) (Entered: 12/19/2020)
12/19/2020	1167 (4 pgs)	BNC Certificate of Mailing. (Related document(s):1147 Notice of Filing of Official Transcript (Form)) No. of Notices: 55. Notice Date 12/19/2020. (Admin.) (Entered: 12/19/2020)
	1168	Witness List, Exhibit List (Filed By SpeedCast International Limited).(Related document(s):853 Generic Motion, 893

12/19/2020	(16 pgs; 10 docs)	Disclosure Statement, 992 Notice) (Attachments: # 1 Debtors' Ex. 100 # 2 Debtors' Ex. 101 # 3 Debtors' Ex. 102 # 4 Debtors' Ex. 103 # 5 Debtors' Ex. 104 # 6 Debtors' Ex. 105 # 7 Debtors' Ex. 106 # 8 Debtors' Ex. 107 # 9 Debtors' Ex. 108) (Perez, Alfredo) (Entered: 12/20/2020)
12/20/2020	1169 (120 pgs; 9 docs)	Sealed Document / *Exhibits in Connection With Debtors' Supplemental Witness and Exhibit List for December 17, 2020 Video/Telephonic Hearing (Filed Under Seal)* (Filed By SpeedCast International Limited). (Attachments: # 1 Debtors' Ex. 100 # 2 Debtors' Ex. 101 # 3 Debtors' Ex. 102 # 4 Debtors' Ex. 103 # 5 Debtors' Ex. 104 # 6 Debtors' Ex. 105 # 7 Debtors' Ex. 106 # 8 Debtors' Ex. 107) (Perez, Alfredo) (Entered: 12/20/2020)
12/20/2020	1170 (13 pgs; 2 docs)	Motion to Seal / *Emergency Motion of Debtors for Entry of an Order Authorizing Debtors to File Confidential Documents Under Seal* Filed by Debtor SpeedCast International Limited (Attachments: # 1 Exhibit A - Proposed Order) (Perez, Alfredo) (Entered: 12/20/2020)
12/20/2020	1171 (8 pgs; 4 docs)	Exhibit List, Witness List (Filed By SpeedCast International Limited).(Related document(s):853 Generic Motion, 893 Disclosure Statement, 992 Notice) (Attachments: # 1 Debtors' Exhibit 92A-1 # 2 Debtors' Exhibit 93B-1 # 3 Debtors' Exhibit 109) (Perez, Alfredo) (Entered: 12/20/2020)
12/20/2020	1172 (99 pgs; 4 docs)	Sealed Document / *Exhibits in Connection with Debtors' Second Supplemental Witness and Exhibit List for December 17, 2020 Video/Telephonic Hearing (Filed Under Seal)* (Filed By SpeedCast International Limited). (Attachments: # 1 Debtors' Exhibit 92A-1 # 2 Debtors' Exhibit 93B-1 # 3 Debtors' Exhibit 109) (Perez, Alfredo) (Entered: 12/20/2020)
12/20/2020	1173 (12 pgs)	BNC Certificate of Mailing. (Related document(s):1153 Order on Motion to Appear pro hac vice) No. of Notices: 55. Notice Date 12/20/2020. (Admin.) (Entered: 12/20/2020)
12/20/2020	1174 (13 pgs; 2 docs)	Emergency Motion *of Debtors for Entry of an Order Authorizing Debtors to File Confidential Documents Under Seal* Filed by Debtor SpeedCast International Limited (Attachments: # 1 Proposed Order) (Perez, Alfredo) (Entered: 12/20/2020)
12/21/2020	1175 (1 pg)	Notice of Filing of Official Transcript as to 1166 Transcript. Parties notified (Related document(s):1166 Transcript) (dhan) (Entered: 12/21/2020)
	1176 (27 pgs; 3 docs)	Response (Filed By Black Diamond Capital Management, LLC, Black Diamond Commercial Finance, L.L.C.).(Related document(s):1137 Emergency Motion, 1165 Brief) (Attachments: # 1 Exhibit 1 # 2 Exhibit 2) (Hampton, Wallis)

12/21/2020		(Entered: 12/21/2020)
12/21/2020	1177 (5 pgs)	Certificate *Supplemental Certificate of Service re: Solicitation Materials Served on December 14, 2020* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):893 Disclosure Statement, 896 Order Setting Hearing) (Gershbein, Evan) (Entered: 12/21/2020)
12/21/2020	1178 (6 pgs; 2 docs)	Certificate of No Objection *to First Interim Fee Application of Herbert Smith Freehills, an Australian Partnership, Special Foreign Counsel for the Debtors, for Interim Allowance of Compensation for Professional Services Rendered and Reimbursement of Actual and Necessary Expenses Incurred From 23 April 2020 Through and Including 31 July 2020* (Filed By SpeedCast International Limited).(Related document(s):943 Generic Application) (Attachments: # 1 Exhibit A - Proposed Order) (Perez, Alfredo) (Entered: 12/21/2020)
12/21/2020	1179 (4 pgs)	Order to Amend Signed on 12/21/2020 (Related document(s):978 Sealed Motion, 1104 Certificate of No Objection) (TylerLaws) (Entered: 12/21/2020)
12/21/2020	1180 (26 pgs; 6 docs)	Exhibit List, Witness List (Filed By SpeedCast International Limited).(Related document(s):853 Generic Motion, 893 Disclosure Statement, 992 Notice) (Attachments: # 1 Debtors' Exhibit 89A # 2 Debtors' Exhibit 90A # 3 Demonstrative 1 # 4 Demonstrative 2 # 5 Debtors' Exhibit 71D) (Perez, Alfredo) (Entered: 12/21/2020)
12/21/2020	1181 (31 pgs; 3 docs)	Sealed Document */ Exhibits in Connection With Third Supplemental Witness and Exhibit List for December 17, 2020 Video/Telephonic Hearing (Filed Under Seal)* (Filed By SpeedCast International Limited). (Attachments: # 1 Debtors' Exhibit 90A # 2 Debtors' Exhibit 71D) (Perez, Alfredo) (Entered: 12/21/2020)
12/21/2020	1182 (12 pgs; 2 docs)	Emergency Motion *of Debtors for Entry of an Order Authorizing Debtors to File Confidential Documents Under Seal* Filed by Debtor SpeedCast International Limited (Attachments: # 1 Exhibit A - Proposed Order) (Perez, Alfredo) (Entered: 12/22/2020)
12/22/2020	1183 (6 pgs)	Amended Debtor-In-Possession Monthly Operating Report for Filing Period ending 9/30/2020, $147,375,035 disbursed (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 12/22/2020)
	1184 (1 pg)	Courtroom Minutes. Time Hearing Held: 1:30 pm - 3:50 pm & 4:06 pm - 5:57 pm. Telephonic Appearances: See attached. Exhibits admitted: ECF No. 1132 1-3, ECF No. 1134 1-14, ECF No. 1136 1-24, ECF No. 1168 1, 2, 3-8,

12/22/2020		ECF No. 1172-3, for the marked portions only. Witnesses sworn in and testimony given: Michael Healy. Hearings continued to 12/23/20 at 9:30 am. (Related document(s):853 Generic Motion, 896 Order Setting Hearing) **Hearing scheduled for 12/23/2020 at 09:30 AM at telephone and video conference.** (TylerLaws) (Entered: 12/22/2020)
12/22/2020	1185 (1 pg)	PDF with attached Audio File. Court Date & Time [12/22/2020 1:27:46 PM]. File Size [68495 KB]. Run Time [02:22:42]. (admin). (Entered: 12/22/2020)
12/22/2020	1186 (1 pg)	PDF with attached Audio File. Court Date & Time [12/22/2020 4:06:44 PM]. File Size [53032 KB]. Run Time [01:50:29]. (admin). (Entered: 12/22/2020)
12/22/2020	1187 (1 pg)	AO 435 TRANSCRIPT ORDER FORM (Daily (24 hours)) by Debtors Counsel/Alfredo R. Perez. This is to order a transcript of Bankruptcy Proceeding on December 22, 2020 before Judge Marvin P. Isgur. Court Reporter/Transcriber: Judicial Transcribers of Texas (Filed By SpeedCast International Limited). (Perez, Alfredo) Electronically forwarded to Judicial Transcribers of Texas on 12-28-2020. Estimated completion date: 12-29-2020. Modified on 12/28/2020 (MelissaMorgan). (Entered: 12/22/2020)
12/22/2020	1190 (2 pgs)	Notice of Change of Address (BrendaLacy) (Entered: 12/23/2020)
12/23/2020	1188 (4 pgs; 2 docs)	Certificate of No Objection *Regarding McKool Smith PC's Second Interim Application for Allowance and Payment of Fees and Expenses for the Period August 1, 2020 through October 31, 2020* (Filed By SpeedCast International Limited).(Related document(s):1001 Generic Application) (Attachments: # 1 Exhibit A - Proposed Order) (Manning, Veronica) (Entered: 12/23/2020)
12/23/2020	1189 (1 pg)	AO 435 TRANSCRIPT ORDER FORM (Daily (24 hours)) by Catherine A. Diktaban. This is to order a transcript of Hearing Held on 12-22-2020 before Judge Marvin P. Isgur. Court Reporter/Transcriber: Judicial Transcribers of Texas (Filed By Hunton Andrews Kurth LLP). (Diktaban, Catherine) Copy request was electronically forwarded to Judicial Transcribers of Texas on 12-28-2020. Estimated completion date: 12-29-2020. Modified on 12/28/2020 (MelissaMorgan). (Entered: 12/23/2020)
	1191 (19 pgs)	Certificate *of Service re: Documents Served on December 16, 2020 and December 17, 2020* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):1139 Reply, 1143 Brief, 1144 Notice, 1145 Declaration, 1149

12/23/2020		Declaration) (Gershbein, Evan) (Entered: 12/23/2020)
12/23/2020	1192 (8 pgs)	Certificate *of Service re: 1) Debtors Brief in Support of Admissibility of Confirmation Evidence; 2) Emergency Motion of Debtors for Entry of an Order Authorizing Debtors to File Confidential Documents Under Seal; and 3) Emergency Motion of Debtors for Entry of an Order Authorizing Debtors to File Confidential Documents Under Seal* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):1165 Brief, 1170 Motion to Seal, 1174 Emergency Motion) (Gershbein, Evan) (Entered: 12/23/2020)
12/23/2020	1193 (1 pg)	Courtroom Minutes. Time Hearing Held: 9:30 am - 10:55 am & 2:00 pm - 2:59 pm & 3:29 pm - 4:13 pm. Telephonic Appearances: See attached. Witnesses sworn in and testimony given: Carol Flaton. Hearings continued on the record to 12/28/20 at 11:00 am. (Related document(s):853 Generic Motion, 896 Order Setting Hearing) **Hearing scheduled for 12/28/2020 at 11:00 AM at telephone and video conference.** (TylerLaws) (Entered: 12/23/2020)
12/23/2020	1194 (1 pg)	PDF with attached Audio File. Court Date & Time [12/23/2020 9:29:14 AM]. File Size [41367 KB]. Run Time [01:26:11]. (admin). (Entered: 12/23/2020)
12/23/2020	1195 (1 pg)	PDF with attached Audio File. Court Date & Time [12/23/2020 2:00:03 PM]. File Size [28633 KB]. Run Time [00:59:39]. (admin). (Entered: 12/23/2020)
12/23/2020	1196 (1 pg)	PDF with attached Audio File. Court Date & Time [12/23/2020 3:29:39 PM]. File Size [20895 KB]. Run Time [00:43:32]. (admin). (Entered: 12/23/2020)
12/23/2020	1197 (7 pgs)	Certificate *of Service re: 1) Emergency Motion of Debtors for Entry of an Order Authorizing Debtors to File Confidential Documents Under Seal; and 2) Notice of Filing of Amended Schedule to Monthly Operating Reports* (Filed By Kurtzman Carson Consultants LLC).(Related document (s):1182 Emergency Motion, 1183 Debtor-in-Possession Monthly Operating Report) (Gershbein, Evan) (Entered: 12/23/2020)
	1198 (42 pgs; 3 docs)	Motion */ Debtors Motion for Entry of an Order (I) Authorizing Debtor Speedcast Limited to Enter Into Confidential Settlement Agreement, (II) Approving the Terms of Such Settlement Agreement and Authorizing the Debtors Performance Thereunder, and (III) Granting Related Relief (Related document #1179)* Filed by Debtor SpeedCast International Limited (Attachments: # 1 Ex. A - Proposed

12/23/2020		Order # 2 Exhibits B-D) (Perez, Alfredo) (Entered: 12/23/2020)
12/23/2020	1199 (12 pgs)	BNC Certificate of Mailing. (Related document(s):1175 Notice of Filing of Official Transcript (Form)) No. of Notices: 56. Notice Date 12/23/2020. (Admin.) (Entered: 12/23/2020)
12/24/2020	1200 (1 pg)	AO 435 TRANSCRIPT ORDER FORM (Daily (24 hours)) by Alfredo R. Perez. This is to order a transcript of Bankruptcy Proceeding - 12/23/20 before Judge Marvin P. Isgur. Court Reporter/Transcriber: Judicial Transcribers of Texas (Filed By SpeedCast International Limited). (Perez, Alfredo) Electronically forwarded to Judicial Transcribers of Texas on 12-28-2020. Estimated completion date: 12-29-2020. Modified on 12/28/2020 (MelissaMorgan). (Entered: 12/24/2020)
12/24/2020	1201 (191 pgs; 6 docs)	Exhibit List, Witness List (Filed By SpeedCast International Limited). (Attachments: # 1 Debtors' Exhibit 1 # 2 Debtors' Exhibit 2 # 3 Debtors' Exhibit 3 # 4 Debtors' Exhibit 4 # 5 Debtors' Exhibit 5) (Perez, Alfredo) (Entered: 12/24/2020)
12/24/2020	1202 (8 pgs; 2 docs)	Objection *to Notice of Intent to Assume and Cure Amounts*. Filed by Crown Castle Fiber LLC (Attachments: # 1 Exhibit) (Rubenstein, Michael) (Entered: 12/24/2020)
12/24/2020	1203 (7 pgs)	BNC Certificate of Mailing. (Related document(s):1179 Generic Order) No. of Notices: 56. Notice Date 12/24/2020. (Admin.) (Entered: 12/24/2020)
12/27/2020	1204 (8 pgs; 3 docs)	Exhibit List, Witness List (Filed By SpeedCast International Limited).(Related document(s):853 Generic Motion, 893 Disclosure Statement, 992 Notice) (Attachments: # 1 Debtors' Exhibit 110 # 2 Debtors' Exhibit 111 (Filed Under Seal)) (Perez, Alfredo) (Entered: 12/27/2020)
12/27/2020	1205 (14 pgs; 2 docs)	Sealed Document */ Exhibit 111 in Connection With Debtors' Fourth Supplemental Witness and Exhibit List for December 17, 2020 Video/Telephonic Hearing* (Filed By SpeedCast International Limited). (Attachments: # 1 Debtors' Exhibit 111 (Filed Under Seal)) (Perez, Alfredo) (Entered: 12/27/2020)
12/27/2020	1206 (12 pgs; 2 docs)	Emergency Motion *of Debtors for Entry of an Order Authorizing Debtors to File a Confidential Document Under Seal* Filed by Debtor SpeedCast International Limited (Attachments: # 1 Exhibit A - Proposed Order) (Perez, Alfredo) (Entered: 12/27/2020)
	1207	Stipulation By Black Diamond Capital Management, LLC,

12/28/2020	(6 pgs)	Black Diamond Commercial Finance, L.L.C. and The Official Committee of Unsecured Creditors. Does this document include an agreed order or otherwise request that the judge sign a document? No. (Filed By Black Diamond Capital Management, LLC, Black Diamond Commercial Finance, L.L.C.).(Related document(s):1028 Generic Motion) (Hampton, Wallis) (Entered: 12/28/2020)
12/28/2020	1208 (47 pgs; 4 docs)	Exhibit List, Witness List (Filed By Inmarsat Global Limited). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3) (Bruner, Robert) (Entered: 12/28/2020)
12/28/2020	1209 (5 pgs)	Certificate *Supplemental Certificate of Service re: Solicitation Materials Served on December 21, 2020* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):893 Disclosure Statement, 896 Order Setting Hearing) (Gershbein, Evan) (Entered: 12/28/2020)
12/28/2020	1210 (7 pgs)	Certificate *of Service re: Debtors' Motion for Entry of an Order (I) Authorizing Debtor Speedcast Limited to Enter Into Confidential Settlement Agreement, (II) Approving the Terms of Such Settlement Agreement and Authorizing the Debtors Performance Thereunder, and (III) Granting Related Relief* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):1198 Generic Motion) (Gershbein, Evan) (Entered: 12/28/2020)
12/28/2020	1211 (4 pgs)	Agenda for Hearing on 12/29/2020 (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 12/28/2020)
12/28/2020	1212 (1 pg)	Courtroom Minutes. Time Hearing Held: 11:00 am - 12:07 pm & 1:30 pm - 3:54 pm & 4:05 pm - 4:49 pm. Telephonic Appearances: See attached. Exhibits admitted: ECF Nos. 1204-1, 1205-1. Witnesses sworn in and testimony given: Joseph Spytek. Hearings continued on the record to 12/29/20 at 9:30 am (Related document(s):853 Generic Motion, 896 Order Setting Hearing) **Hearing scheduled for 12/29/2020 at 09:30 AM at telephone and video conference.** (TylerLaws) (Entered: 12/28/2020)
12/28/2020	1213 (1 pg)	PDF with attached Audio File. Court Date & Time [12/28/2020 10:59:24 AM]. File Size [32768 KB]. Run Time [01:08:16]. (admin). (Entered: 12/28/2020)
12/28/2020	1214 (1 pg)	PDF with attached Audio File. Court Date & Time [12/28/2020 1:27:42 PM]. File Size [70576 KB]. Run Time [02:27:02]. (admin). (Entered: 12/28/2020)
	1215	PDF with attached Audio File. Court Date & Time

12/28/2020	(1 pg)	[12/28/2020 4:05:50 PM]. File Size [21136 KB]. Run Time [00:44:02]. (admin). (Entered: 12/28/2020)
12/28/2020	1216 (123 pgs; 3 docs)	Application / *Second Interim Application of (I) Moelis Australia Advisory Pty Ltd and (II) Moelis & Company LLC for Allowance of Compensation for Professional Services Rendered and Reimbursement of Actual and Necessary Expenses as Investment Bankers and Financial Advisors to the Debtors From August 1, 2020 Through October 31, 2020* Filed by Debtor SpeedCast International Limited (Attachments: # 1 Exhibits. A-D # 2 Ex. E - Proposed Order) (Perez, Alfredo) (Entered: 12/28/2020)
12/28/2020	1217 (76 pgs)	Sealed Document / *Certificate of Service (Related Documents 950, 952, 953 and 954)* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 12/28/2020)
12/28/2020	1218 (16 pgs; 3 docs)	Emergency Motion / *Emergency Supplemental Motion of Debtors for Entry of an Order Authorizing Debtors to File Unredacted Certificate of Service Under Seal* Filed by Debtor SpeedCast International Limited (Attachments: # 1 Ex. A - Proposed Order # 2 Ex. B - Redline) (Perez, Alfredo) (Entered: 12/28/2020)
12/29/2020	1219 (35 pgs)	Statement / *Periodic Report Regarding Value, Operations, and Profitability of Entities in Which the Debtor's Estate Holds a Substantial or Controlling Interest* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 12/29/2020)
12/29/2020	1220 (3 pgs)	Order Authorizing Debtors to File (I) Proposed Assumed Contracts, (II) Certain Transaction Agreements, and (III) Unredacted Certificate of Service Under Seal (Related Doc # 954, 1218) Signed on 12/29/2020. (TylerLaws) (Entered: 12/29/2020)
12/29/2020	1221 (9 pgs; 2 docs)	Witness List, Exhibit List (Filed By Centerbridge Partners, L.P. and certain of its affiliates).(Related document(s):1088 Witness List) (Attachments: # 1 Exhibit 1) (Heath, Paul) (Entered: 12/29/2020)
12/29/2020	1222 (2 pgs)	Withdrawal of Claim: *993 and 1021* (Berk, Alexander) (Entered: 12/29/2020)
	1223 (1 pg)	AO 435 TRANSCRIPT ORDER FORM (Daily (24 hours)) by Debtors' Counsel/Alfredo Perez. This is to order a transcript of Bankruptcy Proceeding on December 28, 2020 before Judge Marvin P. Isgur. Court Reporter/Transcriber: Judicial Transcribers of Texas (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered:

12/29/2020		12/29/2020)
12/29/2020	1224 (1 pg)	Sealed Document / *Debtors' Exhibit No. 58* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 12/29/2020)
12/29/2020	1225 (2 pgs)	AO 435 TRANSCRIPT ORDER FORM (3-Day) by Hugh M. Ray III. This is to order a transcript of 12/17, 12/22, 12/23, 12/28 before Judge Marvin P. Isgur. Court Reporter/Transcriber: Judicial Transcribers of Texas (Filed By UltiSat, Inc.). (Ray, Hugh) Copy request was electronically forwarded to Judicial Transcribers of Texas on 12-30-2020. Estimated completion date: 1-2-2021. Modified on 12/30/2020 (MelissaMorgan). (Entered: 12/29/2020)
12/29/2020	1226 (1 pg)	Courtroom Minutes. Time Hearing Held: 9:30 am - 10:47 am & 10:58 am - 11:32 am & 2:42 pm - 5:02 pm & 5:12 pm - 5:18 pm. Telephonic Appearances: See attached. Order signed on the record for 954, 1218 order entered. Witnesses sworn in and testimony given: Adam Waldman. Status conference scheduled on the record relating to the Black Diamond actionable offer discussions. (Related document (s):853 Generic Motion, 896 Order Setting Hearing) **Status conference to be held on 12/30/2020 at 08:30 AM at telephone and video conference.** (TylerLaws) (Entered: 12/29/2020)
12/29/2020	1227 (1 pg)	PDF with attached Audio File. Court Date & Time [12/29/2020 10:58:31 AM]. File Size [16320 KB]. Run Time [00:34:00]. (admin). (Entered: 12/29/2020)
12/29/2020	1228 (1 pg)	PDF with attached Audio File. Court Date & Time [12/29/2020 9:27:59 AM]. File Size [38119 KB]. Run Time [01:19:25]. (admin). (Entered: 12/29/2020)
12/29/2020	1229 (1 pg)	PDF with attached Audio File. Court Date & Time [12/29/2020 2:42:22 PM]. File Size [67360 KB]. Run Time [02:20:20]. (admin). (Entered: 12/29/2020)
12/29/2020	1230 (1 pg)	PDF with attached Audio File. Court Date & Time [12/29/2020 5:12:18 PM]. File Size [3112 KB]. Run Time [00:06:29]. (admin). (Entered: 12/29/2020)
	1231 (1 pg)	AO 435 TRANSCRIPT ORDER FORM (3-Day) by The Official Committee of Unsecured Creditors/Randall A. Rios. This is to order a transcript of Continued Confirmation Hearing on 12/22, 12/23, 12/28 and 12/29 before Judge Marvin P. Isgur. Court Reporter/Transcriber: Judicial Transcribers of Texas (Filed By The Official Committee of

12/29/2020		Unsecured Creditors). (Rios, Randall) Electronically forwarded to Judicial Transcribers of Texas on 12-30-2020. Estimated completion date: 1-2-2021. Modified on 12/30/2020 (MelissaMorgan). (Entered: 12/29/2020)
12/29/2020	1232 (170 pgs)	Transcript RE: Confirmation Hearing Day Two (Via Zoom) held on December 22, 2020 before Judge Marvin Isgur. Transcript is available for viewing in the Clerk's Office. Filed by Transcript access will be restricted through 03/29/2021. (mhen) (Entered: 12/29/2020)
12/29/2020	1233 (1 pg)	AO 435 TRANSCRIPT ORDER FORM (Daily (24 hours)) by Debtors' Counsel/Alfredo Perez. This is to order a transcript of Bankruptcy Proceeding on December 29, 2020 before Judge Marvin P. Isgur. Court Reporter/Transcriber: Judicial Transcribers of Texas (Filed By SpeedCast International Limited). (Perez, Alfredo) Copy request was electronically forwarded to Judicial Transcribers of Texas on 12-30-2020. Estimated completion date: 12-31-2020. Modified on 12/30/2020 (MelissaMorgan). (Entered: 12/29/2020)
12/30/2020	1234 (125 pgs)	Transcript RE: Confirmation Hearing Day Three (Via Zoom) held on December 23, 2020 before Judge Marvin Isgur. Transcript is available for viewing in the Clerk's Office. Filed by Transcript access will be restricted through 03/30/2021. (mhen) (Entered: 12/30/2020)
12/30/2020	1235 (1 pg)	Courtroom Minutes. Time Hearing Held: 8:30 am - 8:53 am. Telephonic Appearances: See attached. Parties to confer over the due diligence requests, status conferences continued to 1/4/21 at 8:00 am. (Related document(s):853 Generic Motion, 896 Order Setting Hearing) **Status conference to be held on 1/4/2021 at 08:00 AM at telephone and video conference.** (TylerLaws) (Entered: 12/30/2020)
12/30/2020	1236 (1 pg)	Notice of Filing of Official Transcript as to 1232 Transcript, 1234 Transcript. Parties notified (Related document(s):1232 Transcript, 1234 Transcript) (Olin) (Entered: 12/30/2020)
12/30/2020	1237 (12 pgs; 2 docs)	Emergency Motion *of Debtors for Entry of an Order Authorizing Debtors to File a Confidential Document Under Seal* Filed by Debtor SpeedCast International Limited (Attachments: # 1 Ex. A - Proposed Order) (Perez, Alfredo) (Entered: 12/30/2020)
	1238 (1 pg)	AO 435 TRANSCRIPT ORDER FORM (Daily (24 hours)) by Debtors' Counsel/Alfredo Perez. This is to order a transcript of Bankruptcy Proceeding on December 30, 2020 before Judge Marvin P. Isgur. Court Reporter/Transcriber: Judicial Transcribers of Texas (Filed By SpeedCast International Limited). (Perez, Alfredo)Electronically

12/30/2020		forwarded to Judicial Transcribers of Texas on 12-30-2020. Estimated completion date: 12-31-2020. Modified on 12/30/2020 (MelissaMorgan). (Entered: 12/30/2020)
12/30/2020	1239 (2 pgs)	Order Approving First Fee Application of Herbert Smith Freehills, an Australian Partnership, as Special Foreign Counsel for the Debtors, for Interim Allowance of Compensation for Professional Services Rendered and Reimbursement of Actual and Necessary Expenses Incurred from 23 April 2020 Through and Including 31 July 2020 (Related Doc # 943) Signed on 12/30/2020. (TylerLaws) (Entered: 12/30/2020)
12/30/2020	1240 (2 pgs)	Order Granting McKool Smith PC's Second Interim Application for Allowance and Payment of Fees and Expenses for the Period August 1, 2020 through October 31, 2020 (Related Doc # 1001) Signed on 12/30/2020. (TylerLaws) (Entered: 12/30/2020)
12/30/2020	1241 (1 pg)	PDF with attached Audio File. Court Date & Time [12/30/2020 8:28:43 AM]. File Size [12015 KB]. Run Time [00:25:02]. (admin). (Entered: 12/30/2020)
12/30/2020	1242 (4 pgs)	Stipulation and Agreed Order Regarding (I) Rejection of Executory Contracts and Unexpired Leases and (II) Abandonment of *De Minimis* Property in Connection Therewith Signed on 12/30/2020 (Related document(s):869 Generic Motion, 883 Objection) (TylerLaws) (Entered: 12/30/2020)
12/30/2020	1243 (3 pgs)	Order Authorizing Debtors the Filing of Confidential Settlement Agreement and Declaration in Support of Confidential Settlement Agreement Under Seal (Related Doc # 980) Signed on 12/30/2020. (TylerLaws) (Entered: 12/30/2020)
12/30/2020	1244 (14 pgs)	Debtor-In-Possession Monthly Operating Report for Filing Period ending 11/30/2020, $37,806 disbursed (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 12/30/2020)
12/30/2020	1245 (2 pgs)	AO 435 TRANSCRIPT ORDER FORM (3-Day) by The Official Committee of Unsecured Creditors/Randall A. Rios. This is to order a transcript of Status Hearing on 12-30-2020 before Judge Marvin P. Isgur. Court Reporter/Transcriber: Judicial Transcribers of Texas (Filed By The Official Committee of Unsecured Creditors). (Rios, Randall) Copy Judicial Transcribers of Texas on 12-30-2020. Estimated completion date: 12-31-2020. Modified on 12/30/2020 (MelissaMorgan). (Entered: 12/30/2020)

12/30/2020		(private) Motion 981 terminated, per the Court. (LinhthuDo) (Entered: 12/30/2020)
12/30/2020	1246 (7 pgs)	Certificate *of Service re: 1) Emergency Motion of Debtors for Entry of an Order Authorizing Debtors to File a Confidential Document Under Seal; and 2) Notice of Agenda of Matters Set for Video/Telephonic Hearing on December 29, 2020 at 9:30 A.M. (CST)* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):1206 Emergency Motion, 1211 Agenda) (Gershbein, Evan) (Entered: 12/30/2020)
12/30/2020	1247 (2 pgs)	Order Granting First Interim Fee Application of KPMG LLP for Allowance of Compensation for Services Rendered and Reimbursement of Expenses for Tax Consulting Services to the Debtors for the Period from May 7, 2020 Through July 31, 2020 (Related Doc # 781) Signed on 12/30/2020. (TylerLaws) (Entered: 12/30/2020)
12/30/2020	1248 (5 pgs)	Order Authorizing Assumption of Unexpired Leases of Nonresidential Real Property (Related Doc # 964) Signed on 12/30/2020. (TylerLaws) (Entered: 12/30/2020)
12/31/2020	1249 (174 pgs)	Transcript RE: Confirmation Hearing Day Four (Via Zoom) held on December 28, 2020 before Judge Marvin Isgur. Transcript is available for viewing in the Clerk's Office. Filed by Transcript access will be restricted through 03/31/2021. (mhen) (Entered: 12/31/2020)
12/31/2020		Status Conference Set On (Related document(s):1198 Motion to Compromise/Approve Settlement) Contacted by Alfredo Perez. Movant to notice all interested parties and file a certificate of service with the court. **Status conference to be held on 1/14/2021 at 08:00 AM, by telephone and video conference.** (LinhthuDo) (Entered: 12/31/2020)
12/31/2020	1250 (14 pgs)	Certificate *of Service re: 1) Emergency Supplemental Motion of Debtors for Entry of an Order Authorizing Debtors to File Unredacted Certificate of Service Under Seal; 2) Periodic Report Regarding Value, Operations, and Profitability of Entities in Which the Debtor's Estate Holds a Substantial or Controlling Interest; and 3) Order Authorizing Debtors to File (I) Proposed Assumed Contracts, (II) Certain Transaction Agreements, and (III) Unredacted Certificate of Service Under Seal* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):1219 Statement, 1220 Generic Order, Order on Emergency Motion) (Gershbein, Evan) (Entered: 12/31/2020)
	1251 (161 pgs)	Transcript RE: Confirmation Hearing Day Five (Via Zoom) held on December 29, 2020 before Judge Marvin Isgur. Transcript is available for viewing in the Clerk's Office.

12/31/2020		Filed by Transcript access will be restricted through 03/31/2021. (mhen) (Entered: 12/31/2020)
12/31/2020	1252 (22 pgs)	Transcript RE: Status Conference (Via Zoom) held on December 30, 2020 before Judge Marvin Isgur. Transcript is available for viewing in the Clerk's Office. Filed by Transcript access will be restricted through 03/31/2021. (mhen) (Entered: 12/31/2020)
12/31/2020	1253 (6 pgs)	BNC Certificate of Mailing. (Related document(s):1220 Generic Order) No. of Notices: 56. Notice Date 12/31/2020. (Admin.) (Entered: 12/31/2020)
01/01/2021	1254 (4 pgs)	BNC Certificate of Mailing. (Related document(s):1236 Notice of Filing of Official Transcript (Form)) No. of Notices: 56. Notice Date 01/01/2021. (Admin.) (Entered: 01/02/2021)
01/01/2021	1255 (5 pgs)	BNC Certificate of Mailing. (Related document(s):1239 Order on Generic Application) No. of Notices: 56. Notice Date 01/01/2021. (Admin.) (Entered: 01/02/2021)
01/01/2021	1256 (5 pgs)	BNC Certificate of Mailing. (Related document(s):1240 Order on Generic Application) No. of Notices: 56. Notice Date 01/01/2021. (Admin.) (Entered: 01/02/2021)
01/01/2021	1257 (7 pgs)	BNC Certificate of Mailing. (Related document(s):1242 Generic Order) No. of Notices: 56. Notice Date 01/01/2021. (Admin.) (Entered: 01/02/2021)
01/01/2021	1258 (5 pgs)	BNC Certificate of Mailing. (Related document(s):1243 Order on Motion to Seal) No. of Notices: 33. Notice Date 01/01/2021. (Admin.) (Entered: 01/02/2021)
01/02/2021	1259 (5 pgs)	BNC Certificate of Mailing. (Related document(s):1247 Order on Generic Application) No. of Notices: 56. Notice Date 01/02/2021. (Admin.) (Entered: 01/02/2021)
01/02/2021	1260 (8 pgs)	BNC Certificate of Mailing. (Related document(s):1248 Generic Order) No. of Notices: 56. Notice Date 01/02/2021. (Admin.) (Entered: 01/02/2021)
01/03/2021	1261 (12 pgs; 7 docs)	Statement *of Black Diamond Capital Management, L.L.C. Concerning Status of Matters Addressed at December 30, 2020 Status Conference* (Filed By Black Diamond Capital Management, LLC). (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D # 5 Exhibit E # 6 Exhibit F) (Hampton, Wallis) (Entered: 01/03/2021)
	1262	Sealed Document *Statement of Black Diamond Capital Management, L.L.C. Concerning Status of Matters*

01/03/2021	(37 pgs; 7 docs)	*Addressed at December 30, 2020 Status Conference* (Filed By Black Diamond Capital Management, LLC). (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D # 5 Exhibit E # 6 Exhibit F) (Hampton, Wallis) (Entered: 01/03/2021)
01/03/2021	1263 (8 pgs; 2 docs)	Motion to Seal *Motion for Authorization to File Under Seal Exhibits to the Statement of Black Diamond Capital Management, L.L.C. Concerning Status of Matters Addressed at December 30, 2020 Status Conference* Filed by Interested Party Black Diamond Capital Management, LLC (Attachments: # 1 Exhibit A) (Hampton, Wallis) (Entered: 01/03/2021)
01/04/2021	1264 (374 pgs; 6 docs)	Exhibit List, Witness List (Filed By SpeedCast International Limited). (Attachments: # 1 Debtors' Exhibit 1 (Filed Under Seal) # 2 Debtors' Exhibit 2 # 3 Debtors' Exhibit 3 # 4 Debtors' Exhibit 4 # 5 Debtors' Exhibit 5) (Perez, Alfredo) (Entered: 01/04/2021)
01/04/2021	1265 (19 pgs; 2 docs)	Sealed Document */ Debtors' Exhibit 1 (Filed Under Seal) in Connection With Debtors' Witness and Exhibit List for January 4, 2021 Video/Telephonic Hearing* (Filed By SpeedCast International Limited). (Attachments: # 1 Debtors' Exhibit 1 (Filed Under Seal)) (Perez, Alfredo) (Entered: 01/04/2021)
01/04/2021	1266 (12 pgs; 2 docs)	Emergency Motion *of Debtors for Entry of an Order Authorizing Debtors to File Confidential Documents Under Seal* Filed by Debtor SpeedCast International Limited (Attachments: # 1 Exhibit A - Proposed Order) (Perez, Alfredo) (Entered: 01/04/2021)
01/04/2021	1267 (1 pg)	Notice of Filing of Official Transcript as to 1249 Transcript, 1251 Transcript, 1252 Transcript. Parties notified (Related document(s):1249 Transcript, 1251 Transcript, 1252 Transcript) (jdav) (Entered: 01/04/2021)
01/04/2021	1268 (1 pg)	Courtroom Minutes. Time Hearing Held: 8:23 am - 8:47 am. Telephonic Appearances: See attached. Status conferences continued to 1/5/20 at 4:00 pm on the record. (Related document(s):853 Generic Motion, 896 Order Setting Hearing) **Status conference to be held on 1/5/2021 at 04:00 PM at telephone and video conference.** (TylerLaws) (Entered: 01/04/2021)
	1269 (1 pg)	AO 435 TRANSCRIPT ORDER FORM (Daily (24 hours)) by Debtors' Counsel/Alfredo Perez. This is to order a transcript of Bankruptcy Proceeding on January 4, 2020 before Judge Marvin P. Isgur. Court Reporter/Transcriber: Judicial Transcribers of Texas (Filed By SpeedCast International Limited). (Perez, Alfredo) Electronically

01/04/2021		forwarded to Judicial Transcribers of Texas on January 4, 2021. Estimated completion date: January 5, 2021. Modified on 1/4/2021 (ClaudiaGutierrez). (Entered: 01/04/2021)
01/04/2021	1270 (8 pgs)	Debtors Master Service List (Filed By Kurtzman Carson Consultants LLC). (Gershbein, Evan) (Entered: 01/04/2021)
01/04/2021	1271 (3 pgs)	Certificate *Supplemental Certificate of Service re:* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):949 BNC Certificate of Mailing) (Gershbein, Evan) (Entered: 01/04/2021)
01/04/2021	1272 (2 pgs)	Order Authorizing Black Diamond Capital Management, L.L.C. and Black Diamond Commercial Finance, L.L.C. to File Preliminary Confirmation Objection and Appendix Under Seal (Related Doc # 1046) Signed on 1/4/2021. (TylerLaws) (Entered: 01/04/2021)
01/04/2021	1273 (2 pgs)	Order Authorizing Black Diamond Capital Management, L.L.C. to File its December 9, 2020 Hearing Exhibits Under Seal (Related Doc # 1053) Signed on 1/4/2021. (TylerLaws) (Entered: 01/04/2021)
01/04/2021	1274 (387 pgs; 3 docs)	Application / *Second Interim Fee Application of FTI Consulting, Inc., for Services and Reimbursement of Expenses as Chief Restructuring Officer and Financial Advisor to the Debtors for the Period from August 1, 2020 Through October 31, 2020* Filed by Debtor SpeedCast International Limited (Attachments: # 1 Exs. A-E # 2 Ex. F - Proposed Order) (Perez, Alfredo) (Entered: 01/04/2021)
01/05/2021	1275 (20 pgs)	Certificate *of Service re: Documents Served on December 30, 2020* (Filed By Kurtzman Carson Consultants LLC). (Related document(s):1237 Emergency Motion, 1239 Order on Generic Application, 1242 Generic Order, 1243 Order on Motion to Seal, 1244 Debtor-in-Possession Monthly Operating Report, 1247 Order on Generic Application, 1248 Generic Order) (Gershbein, Evan) (Entered: 01/05/2021)
01/05/2021	1276 (3 pgs)	Notice *of Customary Annual Rate Increase for Berkeley Research Group, LLC*. Filed by The Official Committee of Unsecured Creditors (Million, Timothy) (Entered: 01/05/2021)
01/05/2021	1277 (19 pgs)	Transcript RE: Status Conference (Via Telephone) held on January 4, 2021 before Judge Marvin Isgur. Transcript is available for viewing in the Clerk's Office. Filed by Transcript access will be restricted through 04/5/2021. (mhen) (Entered: 01/05/2021)

01/05/2021	1278 (1 pg)	Courtroom Minutes. Time Hearing Held: 4:00 pm - 4:21 pm. Telephonic Appearances: See attached. Status conferences continued on the record to 1/7/21 at 5:00 pm. (Related document(s):853 Generic Motion, 896 Order Setting Hearing) **Status conference to be held on 1/7/2021 at 05:00 PM at telephone and video conference. (TylerLaws) (Entered: 01/05/2021)**
01/05/2021	1279 (1 pg)	AO 435 TRANSCRIPT ORDER FORM (Daily (24 hours)) by Debtors' Counsel/Alfredo Perez. This is to order a transcript of Bankruptcy Proceeding on January 5, 2021 before Judge Marvin P. Isgur. Court Reporter/Transcriber: Judicial Transcribers of Texas (Filed By SpeedCast International Limited). (Perez, Alfredo) Electronically forwarded to Judicial Transcribers of Texas on 1-6-2021. Estimated completion date: 1-7-2021. Modified on 1/6/2021 (MelissaMorgan). (Entered: 01/05/2021)
01/05/2021	1280 (1 pg)	PDF with attached Audio File. Court Date & Time [1/5/2021 3:57:52 PM]. File Size [11391 KB]. Run Time [00:23:44]. (admin). (Entered: 01/05/2021)
01/05/2021	1281 (7 pgs)	Certificate *of Service re: Emergency Motion of Debtors for Entry of an Order Authorizing Debtors to File Confidential Documents Under Seal* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):1266 Emergency Motion) (Gershbein, Evan) (Entered: 01/05/2021)
01/06/2021	1282 (2 pgs)	Declaration re: */ Declaration and Disclosure Statement of Amenu Kuenyehia on Behalf of Kimathi & Partners, Corporate Attorneys* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 01/06/2021)
01/06/2021	1283 (2 pgs)	Order Authorizing Black Diamond Capital Management, L.L.C. and Black Diamond Commercial Finance, L.L.C. to File their December 17, 2020 Hearing Exhibits Under Seal (Related Doc # 1087) Signed on 1/6/2021. (TylerLaws) (Entered: 01/06/2021)
01/06/2021	1284 (3 pgs)	Order Authorizing Debtors to File Confidential Documents Under Seal (Related Doc # 1100) Signed on 1/6/2021. (TylerLaws) (Entered: 01/06/2021)
01/06/2021	1285 (1 pg)	Notice of Filing of Official Transcript as to 1277 Transcript. Parties notified (Related document(s):1277 Transcript) (Olin) (Entered: 01/06/2021)
	1286 (13 pgs; 3 docs)	Certificate of No Objection *to Debtors' Omnibus Order Authorizing (I) Rejection of Executory Contracts and Unexpired Leases and (II) Abandonment of De Minimis Property in Connection Therewith* (Filed By SpeedCast

01/06/2021		International Limited). (Attachments: # 1 Exhibit A - Proposed Order # 2 Exhibit B - Redline) (Perez, Alfredo) (Entered: 01/06/2021)
01/06/2021	1287 (10 pgs; 2 docs)	Emergency Motion *of Debtors Pursuant to Sections 105(a) and 363(b) of the Bankruptcy Code for Entry of Order Modifying KERP Order* Filed by Debtor SpeedCast International Limited Hearing scheduled for 1/7/2021 at 05:00 PM at telephone and video conference. (Attachments: # 1 Exhibit A - Proposed Order) (Perez, Alfredo) (Entered: 01/06/2021)
01/06/2021	1288 (11 pgs; 2 docs)	Emergency Motion *of Debtors for Entry of an Order Authorizing Debtors to File a Confidential Document Under Seal* Filed by Debtor SpeedCast International Limited (Attachments: # 1 Exhibit A - Proposed Order) (Perez, Alfredo) (Entered: 01/06/2021)
01/06/2021	1289 (10 pgs)	Sealed Document / *Sealed Declaration of Michael Healy* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 01/06/2021)
01/06/2021	1290 (4 pgs)	BNC Certificate of Mailing. (Related document(s):1267 Notice of Filing of Official Transcript (Form)) No. of Notices: 56. Notice Date 01/06/2021. (Admin.) (Entered: 01/07/2021)
01/07/2021		(private) Motion 1137 terminated, per the Court, as resolved on the record. (LinhthuDo) (Entered: 01/07/2021)
01/07/2021	1291 (3 pgs)	Order Authorizing Debtors to File Confidential Documents Under Seal (Related Doc # 1107) Signed on 1/7/2021. (TylerLaws) (Entered: 01/07/2021)
01/07/2021	1292 (3 pgs)	Order Authorizing Debtors to File Confidential Documents Under Seal (Related Doc # 1114) Signed on 1/7/2021. (TylerLaws) (Entered: 01/07/2021)
01/07/2021	1293 (2 pgs)	Order (I) Authorizing Centerbridge to Redact Certain Potentially Confidential Information in the Joinder and Reply to Objection to the Second Amended Joint Chapter 11 Plan of Speedcast International Limited and its Debtor Affiliates and (II) Granting Related Relief (Related Doc # 1123) Signed on 1/7/2021. (TylerLaws) (Entered: 01/07/2021)
01/07/2021	1294 (4 pgs)	Order Authorizing (I) Rejection of Executory Contracts and Unexpired Leases and (II) Abandonment of *De Minimis* Property in Connection Therewith (Related Doc # 869) Signed on 1/7/2021. (TylerLaws) (Entered: 01/07/2021)
	1295	

01/07/2021	(4 pgs)	Status Report (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 01/07/2021)
01/07/2021	1296 (4 pgs)	Agenda for Hearing on 1/7/2021 (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 01/07/2021)
01/07/2021	1297 (1 pg)	AO 435 TRANSCRIPT ORDER FORM (Daily (24 hours)) by Debtors' Counsel/Alfredo Perez. This is to order a transcript of Bankruptcy Proceeding on January 7, 2021 before Judge Marvin P. Isgur. Court Reporter/Transcriber: Judicial Transcribers of Texas (Filed By SpeedCast International Limited). (Perez, Alfredo)Electronically forwarded to Judicial Transcribers of Texas on 1-8-2021. Estimated completion date: 1-9-2021. Modified on 1/8/2021 (MelissaMorgan). (Entered: 01/07/2021)
01/07/2021	1298 (1 pg)	Courtroom Minutes. Time Hearing Held: 5:00 pm - 5:23 pm. Telephonic Appearances: See attached. Motion 1287 granted, as stated on the record if the committee files an objection by 4:00 pm on 1/8/21, the effect of the order will be stayed pending a resolution of the objection. Status conferences continued to 1/11/21 at 5:00 pm. Hearings scheduled to resume on the record on 1/12/21 at 9:00 am. (Related document(s):853 Generic Motion, 896 Order Setting Hearing, 1287 Emergency Motion (with hearing date)) **Status conference to be held on 1/11/2021 at 05:00 PM at telephone and video conference.** (TylerLaws) (Entered: 01/07/2021)
01/07/2021		Hearing Set On (Related document(s):853 Generic Motion, 896 Order Setting Hearing) **Hearing scheduled for 1/12/2021 at 09:00 AM at telephone and video conference.** (TylerLaws) (Entered: 01/07/2021)
01/07/2021	1299 (2 pgs)	Order Granting Emergency Motion Pursuant to Sections 105 (a) and 363(b) of the Bankruptcy Code Modifying KERP Order (Entered: 01/07/2021)
01/07/2021	1300 (1 pg)	PDF with attached Audio File. Court Date & Time [1/7/2021 4:57:42 PM]. File Size [12618 KB]. Run Time [00:26:17]. (admin). (Entered: 01/07/2021)
01/07/2021	1301 (4 pgs)	BNC Certificate of Mailing. (Related document(s):1272 Order on Motion to Seal) No. of Notices: 33. Notice Date 01/07/2021. (Admin.) (Entered: 01/07/2021)
01/07/2021	1302 (4 pgs)	BNC Certificate of Mailing. (Related document(s):1273 Order on Motion to Seal) No. of Notices: 33. Notice Date 01/07/2021. (Admin.) (Entered: 01/07/2021)

01/08/2021	1303 (18 pgs)	Transcript RE: Status Conference (Via Zoom) held on January 5, 2021 before Judge Marvin Isgur. Transcript is available for viewing in the Clerk's Office. Filed by Transcript access will be restricted through 04/8/2021. (mhen) (Entered: 01/08/2021)
01/08/2021	1304 (12 pgs)	Certificate *of Service re: 1) Declaration and Disclosure Statement of Amenu Kuenyehia, on Behalf of Kimathi & Partners, Corporate Attorneys; 2) Order Authorizing Debtors to File Confidential Documents Under Seal; and 3) Certificate of No Objection to Debtors Omnibus Order Authorizing (I) Rejection of Executory Contracts and Unexpired Leases and (II) Abandonment of De Minimis Property in Connection Therewith* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):1282 Declaration, 1284 Order on Emergency Motion, 1286 Certificate of No Objection) (Gershbein, Evan) (Entered: 01/08/2021)
01/08/2021	1305 (12 pgs)	Certificate *of Service re: Documents Served January 6 - 8, 2021* (Filed By Kurtzman Carson Consultants LLC). (Related document(s):1288 Emergency Motion, 1291 Order on Emergency Motion, 1292 Order on Emergency Motion, 1294 Generic Order, 1295 Status Report, 1296 Agenda, 1299 Order on Emergency Motion) (Gershbein, Evan) (Entered: 01/08/2021)
01/08/2021	1306 (12 pgs)	BNC Certificate of Mailing. (Related document(s):1285 Notice of Filing of Official Transcript (Form)) No. of Notices: 56. Notice Date 01/08/2021. (Admin.) (Entered: 01/08/2021)
01/08/2021	1307 (6 pgs)	BNC Certificate of Mailing. (Related document(s):1284 Order on Emergency Motion) No. of Notices: 56. Notice Date 01/08/2021. (Admin.) (Entered: 01/08/2021)
01/08/2021	1308 (4 pgs)	BNC Certificate of Mailing. (Related document(s):1283 Order on Motion to Seal) No. of Notices: 33. Notice Date 01/08/2021. (Admin.) (Entered: 01/08/2021)
01/09/2021	1309 (6 pgs)	BNC Certificate of Mailing. (Related document(s):1291 Order on Emergency Motion) No. of Notices: 56. Notice Date 01/09/2021. (Admin.) (Entered: 01/09/2021)
01/09/2021	1310 (6 pgs)	BNC Certificate of Mailing. (Related document(s):1292 Order on Emergency Motion) No. of Notices: 56. Notice Date 01/09/2021. (Admin.) (Entered: 01/09/2021)
01/09/2021	1311 (5 pgs)	BNC Certificate of Mailing. (Related document(s):1293 Order on Emergency Motion) No. of Notices: 56. Notice Date 01/09/2021. (Admin.) (Entered: 01/09/2021)

01/09/2021	1312 (7 pgs)	BNC Certificate of Mailing. (Related document(s):1294 Generic Order) No. of Notices: 56. Notice Date 01/09/2021. (Admin.) (Entered: 01/09/2021)
01/10/2021	1313 (18 pgs)	Transcript RE: Emergency Motion Hearing (Via Zoom) held on January 7, 2021 before Judge Marvin Isgur. Transcript is available for viewing in the Clerk's Office. Filed by Transcript access will be restricted through 04/12/2021. (mhen) (Entered: 01/10/2021)
01/10/2021	1314 (5 pgs)	BNC Certificate of Mailing. (Related document(s):1299 Order on Emergency Motion) No. of Notices: 56. Notice Date 01/10/2021. (Admin.) (Entered: 01/10/2021)
01/11/2021	1315 (72 pgs; 27 docs)	Exhibit List, Witness List (Filed By SpeedCast International Limited).(Related document(s):853 Generic Motion, 893 Disclosure Statement, 992 Notice) (Attachments: # 1 Debtors' Exhibit 20.22A # 2 Debtors' Exhibit 20.42A # 3 Debtors' Exhibit 20.46A # 4 Debtors' Exhibit 112 - Filed Under Seal # 5 Debtors' Exhibit 113 - Filed Under Seal # 6 Debtors' Exhibit 114 # 7 Debtors' Exhibit 115 # 8 Debtors' Exhibit 116 # 9 Debtors' Exhibit 117 # 10 Debtors' Exhibit 118 - Filed Under Seal # 11 Debtors' Exhibit 119 - Filed Under Seal # 12 Debtors' Exhibit 120 # 13 Debtors' Exhibit 121 # 14 Debtors' Exhibit 122 - Filed Under Seal # 15 Debtors' Exhibit 123 # 16 Debtors' Exhibit 124 - Filed Under Seal # 17 Debtors' Exhibit 125 # 18 Debtors' Exhibit 126 - Filed Under Seal # 19 Debtors' Exhibit 127 - Filed Under Seal # 20 Debtors' Exhibit 128 - Filed Under Seal # 21 Debtors' Exhibit 129 - Filed Under Seal # 22 Debtors' Exhibit 130 - Filed Under Seal # 23 Debtors' Exhibit 131 - Filed Under Seal # 24 Debtors' Exhibit 132 - Filed Under Seal # 25 Debtors' Exhibit 133 - Filed Under Seal # 26 Debtors' Demonstrative 3) (Perez, Alfredo) (Entered: 01/11/2021)
01/11/2021	1316 (13 pgs; 2 docs)	Emergency Motion *of Debtors for Entry of an Order Authorizing Debtors to File Confidential Documents Under Seal* Filed by Debtor SpeedCast International Limited (Attachments: # 1 Exhibit A - Proposed Order) (Perez, Alfredo) (Entered: 01/11/2021)
01/11/2021	1317 (3 pgs)	Order Authorizing Debtors to File Confidential Documents Under Seal (Related Doc # 1170) Signed on 1/11/2021. (TylerLaws) (Entered: 01/11/2021)
01/11/2021	1318 (3 pgs)	Order Authorizing Debtors to File Confidential Documents Under Seal (Related Doc # 1174) Signed on 1/11/2021. (TylerLaws) (Entered: 01/11/2021)
	1319	Notice of Filing of Official Transcript as to 1303 Transcript, 1313 Transcript. Parties notified (Related document(s):1303

01/11/2021	(1 pg)	Transcript, 1313 Transcript) (dhan) (Entered: 01/11/2021)
01/11/2021	1320 (13 pgs; 9 docs)	Exhibit List, Witness List (Filed By Black Diamond Capital Management, LLC, Black Diamond Commercial Finance, L.L.C.). (Attachments: # 1 Exhibit 212 - Filed Under Seal # 2 Exhibit 213 - Filed Under Seal # 3 Exhibit 214 - Filed Under Seal # 4 Exhibit 215 - Filed Under Seal # 5 Exhibit 216 - Filed Under Seal # 6 Exhibit 217 - Filed Under Seal # 7 Exhibit 218 - Filed Under Seal # 8 Exhibit 219 - Filed Under Seal) (Hampton, Wallis) (Entered: 01/11/2021)
01/11/2021	1321 (9 pgs; 2 docs)	Emergency Motion *Black Diamond Capital Management, L.L.C. and Black Diamond Commercial Finance L.L.C.'s Motion for Authorization to File Exhibits in Their Third Supplemental Witness and Exhibit List for The December 17, 2020 Video/ Telephonic Hearing Under Seal* Filed by Interested Parties Black Diamond Capital Management, LLC, Black Diamond Commercial Finance, L.L.C. (Attachments: # 1 Exhibit A - Proposed Form of Order) (Hampton, Wallis) (Entered: 01/11/2021)
01/11/2021	1322	Receipt of Sealed Document retained in Clerk's office. (than) (Entered: 01/11/2021)
01/11/2021		(private) Receipt of Sealed Document in chambers. (Related document(s): 1322 Receipt of Sealed Document retained in Clerk's office) (LinhthuDo) (Entered: 01/11/2021)
01/11/2021	1323 (1 pg)	Courtroom Minutes. Time Hearing Held: 5:00 pm - 5:19 pm. Telephonic Appearances: See attached. Status conference scheduled for 1/12/21 at 8:45 am before the hearings scheduled at 9:00 am begin. (Related document(s):853 Generic Motion, 896 Order Setting Hearing) **Status conference to be held on 1/12/2021 at 08:45 AM at telephone and video conference.** (TylerLaws) (Entered: 01/11/2021)
01/11/2021	1324 (1 pg)	AO 435 TRANSCRIPT ORDER FORM (Daily (24 hours)) by Debtors' Counsel/Alfredo Perez. This is to order a transcript of Bankruptcy Proceeding on January 11, 2021 before Judge Marvin P. Isgur. Court Reporter/Transcriber: Judicial Transcribers of Texas (Filed By SpeedCast International Limited). (Perez, Alfredo) Electronically forwarded to Judicial Transcribers of Texas on 1-12-2021. Estimated completion date: 1-13-2021. Modified on 1/12/2021 (MelissaMorgan). (Entered: 01/11/2021)
01/11/2021	1325 (1 pg)	Motion to Appear pro hac vice *(Seth M. Cohen)*. Filed by Creditor Committee The Official Committee of Unsecured Creditors (Million, Timothy) (Entered: 01/11/2021)
	1326	Certificate *Supplemental Certificate of Service re: Notice of*

01/11/2021	(3 pgs)	*Filing of Plan Supplement in Connection with Second Amended Joint Chapter 11 Plan of Speedcast International Limited and Its Debtor Affiliated Debtors* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):1011 Notice) (Gershbein, Evan) (Entered: 01/11/2021)
01/11/2021	1327 (6 pgs; 2 docs)	Statement / *Supplement to Motion of Debtors Pursuant to 11 U.S.C. § 1121(d) to Further Extend Exclusive Periods* (Filed By SpeedCast International Limited).(Related document(s):853 Generic Motion) (Attachments: # 1 Exhibit A - Revised Proposed Order) (Perez, Alfredo) (Entered: 01/11/2021)
01/12/2021	1328 (3 pgs)	Order Authorizing Debtors to File Confidential Documents Under Seal (Related Doc # 1182) Signed on 1/12/2021. (TylerLaws) (Entered: 01/12/2021)
01/12/2021	1329 (1 pg)	Order Granting Motion to Appear *pro hac vice* - Seth M. Cohen (Related Doc # 1325) Signed on 1/12/2021. (TylerLaws) (Entered: 01/12/2021)
01/12/2021	1330 (46 pgs; 6 docs)	Exhibit List, Witness List (Filed By SpeedCast International Limited). (Attachments: # 1 Debtors' Exhibit 1 (Redacted) # 2 Debtors' Exhibit 2 (Redacted) # 3 Debtors' Exhibit 3 (Redacted) # 4 Debtors' Exhibit 4 (Redacted) # 5 Debtors' Exhibit 5 (Redacted)) (Perez, Alfredo) (Entered: 01/12/2021)
01/12/2021	1331 (1 pg)	Courtroom Minutes. Time Hearing Held: 8:45 am - 8:50 am & 8:58 am - 9:04 am & 9:57 am - 10:02 am & 10:57 am - 12:37 pm & 2:13 pm - 3:44 pm & 3:45 pm - 3:59 pm & 4:12 pm - 6:33 pm. Telephonic Appearances: See attached. Witnesses sworn in and testimony given: Adam Waldman, David Mack. Exhibits admitted: ECF No. 1315 1-17, 21-25. ECF No. 1135-12, ECF No. 1172 1-2, ECF No. 1180-1 except for the sentence at paragraph 24 and ECF No. 1180-2. Hearings continued on the record to 1/13/21 at 1:30 pm. (Related document(s):853 Generic Motion, 896 Order Setting Hearing) **Hearing scheduled for 1/13/2021 at 01:30 PM at telephone and video conference.** (TylerLaws) (Entered: 01/12/2021)
01/12/2021	1332 (1 pg)	AO 435 TRANSCRIPT ORDER FORM (Daily (24 hours)) by Debtors' Counsel/Alfredo Perez. This is to order a transcript of Bankruptcy Proceeding on January 12, 2021 before Judge Marvin P. Isgur. Court Reporter/Transcriber: Judicial Transcribers of Texas (Filed By SpeedCast International Limited). (Perez, Alfredo)Electronically forwarded to Judicial Transcribers of Texas on 1-13-2021. Estimated completion date: 1-14-2021. Modified on 1/13/2021 (MelissaMorgan). (Entered: 01/12/2021)
	1333	Exhibit List, Witness List (Filed By SpeedCast International

01/12/2021	(8 pgs; 3 docs)	Limited).(Related document(s):853 Generic Motion, 893 Disclosure Statement, 992 Notice) (Attachments: # 1 Debtors' Exhibit 134 # 2 Debtors' Exhibit 135) (Perez, Alfredo) (Entered: 01/12/2021)
01/12/2021	1334 (1 pg)	PDF with attached Audio File. Court Date & Time [1/12/2021 8:42:52 AM]. File Size [3512 KB]. Run Time [00:07:19]. (admin). (Entered: 01/12/2021)
01/12/2021	1335 (1 pg)	PDF with attached Audio File. Court Date & Time [1/12/2021 8:58:01 AM]. File Size [2904 KB]. Run Time [00:06:03]. (admin). (Entered: 01/12/2021)
01/12/2021	1336 (1 pg)	PDF with attached Audio File. Court Date & Time [1/12/2021 9:57:57 AM]. File Size [2112 KB]. Run Time [00:04:24]. (admin). (Entered: 01/12/2021)
01/12/2021	1337 (1 pg)	PDF with attached Audio File. Court Date & Time [1/12/2021 10:57:16 AM]. File Size [48344 KB]. Run Time [01:40:43]. (admin). (Entered: 01/12/2021)
01/12/2021	1338 (1 pg)	PDF with attached Audio File. Court Date & Time [1/12/2021 2:13:14 PM]. File Size [43985 KB]. Run Time [01:31:38]. (admin). (Entered: 01/12/2021)
01/12/2021	1339 (1 pg)	PDF with attached Audio File. Court Date & Time [1/12/2021 3:45:20 PM]. File Size [6984 KB]. Run Time [00:14:33]. (admin). (Entered: 01/12/2021)
01/12/2021	1340 (1 pg)	PDF with attached Audio File. Court Date & Time [1/12/2021 4:12:23 PM]. File Size [68472 KB]. Run Time [02:22:39]. (admin). (Entered: 01/12/2021)
01/12/2021	1341 (5 pgs)	Amended Debtor-In-Possession Monthly Operating Report for Filing Period ending 11/30/2020, $37,805,823 disbursed (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 01/12/2021)
01/12/2021	1342 (25 pgs; 2 docs)	Exhibit List, Witness List (Filed By SpeedCast International Limited).(Related document(s):853 Generic Motion, 893 Disclosure Statement, 992 Notice) (Attachments: # 1 Debtors' Exhibit 136) (Perez, Alfredo) (Entered: 01/12/2021)
	1343 (1 pg)	AO 435 TRANSCRIPT ORDER FORM (3-Day) by The Official Committee of Unsecured Creditors/Randall A. Rios. This is to order a transcript of Status Hearings held on 1/4/2021; 1/5/2021; 1/11/2021; and 1/12/2021 before Judge

01/13/2021		Marvin P. Isgur. Court Reporter/Transcriber: Judicial Transcribers of Texas (Filed By The Official Committee of Unsecured Creditors). (Rios, Randall) Copy request was electronically forwarded to Judicial Transcribers of Texas on 1-13-2021. Estimated completion date: 1-16-2021. Modified on 1/13/2021 (MelissaMorgan). (Entered: 01/13/2021)
01/13/2021	1344 (1 pg)	AO 435 TRANSCRIPT ORDER FORM (3-Day) by The Official Committee of Unsecured Creditors/Randall A. Rios. This is to order a transcript of Evidentiary Hearing held on 01/12/2021 before Judge Marvin P. Isgur. Court Reporter/Transcriber: Judicial Transcribers of Texas (Filed By The Official Committee of Unsecured Creditors). (Rios, Randall) This request is a duplicate of a hearing requested in docket entry 1343. Docket entry 1343 will be processed-ordering party has been notified. Modified on 1/13/2021 (MelissaMorgan). (Entered: 01/13/2021)
01/13/2021	1345 (4 pgs)	Agenda for Hearing on 1/14/2021 (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 01/13/2021)
01/13/2021	1346 (1 pg)	Courtroom Minutes. Time Hearing Held: 1:30 pm - 1:36 pm. Telephonic Appearances: See attached. Hearings continued to receive a report from the parties at 1/14/21 at 11:30 am as stated on the record. (Related document(s):853 Generic Motion, 896 Order Setting Hearing) **Hearing scheduled for 1/14/2021 at 11:30 AM at telephone and video conference.** (TylerLaws) (Entered: 01/13/2021)
01/13/2021	1347 (1 pg)	PDF with attached Audio File. Court Date & Time [1/13/2021 1:27:32 PM]. File Size [4151 KB]. Run Time [00:08:39]. (admin). (Entered: 01/13/2021)
01/13/2021	1348 (7 pgs)	Certificate *of Service re: Documents Served on January 11, 2021* (Filed By Kurtzman Carson Consultants LLC). (Related document(s):1316 Emergency Motion, 1317 Order on Motion to Seal, 1318 Order on Emergency Motion, 1327 Statement) (Gershbein, Evan) (Entered: 01/13/2021)
01/13/2021	1349 (7 pgs)	Certificate *of Service re: Order Authorizing Debtors to File Confidential Documents Under Seal* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):1328 Order on Emergency Motion) (Gershbein, Evan) (Entered: 01/13/2021)
01/13/2021	1350 (14 pgs)	Transcript RE: Status Conference (Via Zoom) held on January 11, 2021 before Judge Marvin Isgur. Transcript is available for viewing in the Clerk's Office. Filed by Transcript access will be restricted through 04/13/2021. (mhen) (Entered: 01/13/2021)

01/13/2021	1351 (1 pg)	AO 435 TRANSCRIPT ORDER FORM (Daily (24 hours)) by Debtors' Counsel/Alfredo Perez. This is to order a transcript of Bankruptcy Proceeding on January 13, 2021 before Judge Marvin P. Isgur. Court Reporter/Transcriber: Judicial Transcribers of Texas (Filed By SpeedCast International Limited). (Perez, Alfredo) Electronically forwarded to Judicial Transcribers of Texas on 1-14-20212. Estimated completion date: 1-15-2021. Modified on 1/14/2021 (MelissaMorgan). (Entered: 01/13/2021)
01/13/2021	1352 (4 pgs)	BNC Certificate of Mailing. (Related document(s):1319 Notice of Filing of Official Transcript (Form)) No. of Notices: 56. Notice Date 01/13/2021. (Admin.) (Entered: 01/14/2021)
01/13/2021	1353 (6 pgs)	BNC Certificate of Mailing. (Related document(s):1318 Order on Emergency Motion) No. of Notices: 56. Notice Date 01/13/2021. (Admin.) (Entered: 01/14/2021)
01/13/2021	1354 (5 pgs)	BNC Certificate of Mailing. (Related document(s):1317 Order on Motion to Seal) No. of Notices: 33. Notice Date 01/13/2021. (Admin.) (Entered: 01/14/2021)
01/14/2021	1355 (1 pg)	Notice of Filing of Official Transcript as to 1350 Transcript. Parties notified (Related document(s):1350 Transcript) (jdav) (Entered: 01/14/2021)
01/14/2021	1356 (1 pg)	Courtroom Minutes. Time Hearing Held: 8:00 am - 8:09 am. Telephonic Appearances: See attached. Order signed on the record for 1198, order to be entered. (Related document (s):1198 Generic Motion) (TylerLaws) (Entered: 01/14/2021)
01/14/2021	1357 (1 pg)	PDF with attached Audio File. Court Date & Time [1/14/2021 7:57:24 AM]. File Size [5688 KB]. Run Time [00:11:51]. (Motion 1198). (admin). (Entered: 01/14/2021)
01/14/2021	1358 (2 pgs)	Order Granting Debtors' Motion for Entry of an Order (I) Authorizing Debtor Speedcast Limited to Enter Into Confidential Settlement Agreement, (II) Approving the Terms of Such Settlement Agreement and Authorizing the Debtors' Performance Thereunder, and (III) Granting Related Relief (Related Doc # 1198) Signed on 1/14/2021. (TylerLaws) (Entered: 01/14/2021)
01/14/2021	1359 (3 pgs)	Notice *of Reset Video/Telephonic Status Conference*. Filed by SpeedCast International Limited (Perez, Alfredo) (Entered: 01/14/2021)
		Hearing Reset (Related document(s):853 Generic Motion, 896 Order Setting Hearing, 1359 Notice) **Status conference to be held on 1/14/2021 at 05:00 PM at telephone and**

01/14/2021		**video conference.** (TylerLaws) (Entered: 01/14/2021)
01/14/2021	1360 (7 pgs)	Certificate *of Service re: 1) Notice of Filing of Amended Schedule to Monthly Operating Report for SpeedCast International Limited, et al., for Filing Period Ending November 30, 2020; and 2) Notice of Agenda of Matters Set for Video/Telephonic Hearing on January 14, 2021 at 8:00 a.m. (CST)* (Filed By Kurtzman Carson Consultants LLC). (Related document(s):1341 Debtor-in-Possession Monthly Operating Report, 1345 Agenda) (Gershbein, Evan) (Entered: 01/14/2021)
01/14/2021	1361 (1 pg)	Courtroom Minutes. Time Hearing Held: 5:00 pm - 5:12 pm. Telephonic Appearances: See attached. Deadline set for the parties to submit the proposed settlement agreement by 5:00 pm on 1/19/21, confirmation hearing scheduled for 1/20/21 at 4:00 pm as stated on the record. (Related document(s):853 Generic Motion, 896 Order Setting Hearing) **Hearing scheduled for 1/20/2021 at 04:00 PM at telephone and video conference.** (TylerLaws) (Entered: 01/14/2021)
01/14/2021	1362 (1 pg)	PDF with attached Audio File. Court Date & Time [1/14/2021 4:57:33 PM]. File Size [7537 KB]. Run Time [00:15:42]. (admin). (Entered: 01/14/2021)
01/14/2021	1363 (1 pg)	AO 435 TRANSCRIPT ORDER FORM (Daily (24 hours)) by Debtors' Counsel/Alfredo Perez. This is to order a transcript of Bankruptcy Proceeding on January 14, 2021 before Judge Marvin P. Isgur. Court Reporter/Transcriber: Judicial Transcribers of Texas (Filed By SpeedCast International Limited). (Perez, Alfredo) Electronically forwarded to Judicial Transcribers of Texas on 1-15-2021. Estimated completion date: 1-16-2021. Modified on 1/15/2021 (MelissaMorgan). (Entered: 01/14/2021)
01/14/2021	1364 (2 pgs)	Declaration re: */ Declaration and Disclosure Statement of Kleanthis Anastasiou, on Behalf of DPA & Co Limited* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 01/14/2021)
01/14/2021	1365 (2 pgs)	Declaration re: */ Declaration and Disclosure Statement of Jonathan Taylor on Behalf of Spielman Koenigsberg & Parker, LLP* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 01/14/2021)
01/14/2021	1366 (2 pgs)	Declaration re: */ Declaration and Disclosure Statement of Wilma Cheng, on Behalf of Rajah & Tann Singapore LLP* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 01/14/2021)
	1367	BNC Certificate of Mailing. (Related document(s):1328

01/14/2021	(6 pgs)	Order on Emergency Motion) No. of Notices: 56. Notice Date 01/14/2021. (Admin.) (Entered: 01/14/2021)
01/14/2021	1368 (4 pgs)	BNC Certificate of Mailing. (Related document(s):1329 Order on Motion to Appear pro hac vice) No. of Notices: 56. Notice Date 01/14/2021. (Admin.) (Entered: 01/14/2021)
01/15/2021	1369 (208 pgs)	Transcript RE: Confirmation Day Six (Via Zoom) held on January 12, 2021 before Judge Marvin Isgur. Transcript is available for viewing in the Clerk's Office. Filed by Transcript access will be restricted through 04/15/2021. (mhen) (Entered: 01/15/2021)
01/16/2021	1370 (4 pgs)	BNC Certificate of Mailing. (Related document(s):1355 Notice of Filing of Official Transcript (Form)) No. of Notices: 56. Notice Date 01/16/2021. (Admin.) (Entered: 01/16/2021)
01/16/2021	1371 (5 pgs)	BNC Certificate of Mailing. (Related document(s):1358 Generic Order) No. of Notices: 56. Notice Date 01/16/2021. (Admin.) (Entered: 01/16/2021)
01/17/2021	1372 (8 pgs)	Transcript RE: Status Conference (Via Telephone) held on January 13, 2021 before Judge Marvin Isgur. Transcript is available for viewing in the Clerk's Office. Filed by Transcript access will be restricted through 04/19/2021. (mhen) (Entered: 01/17/2021)
01/17/2021	1373 (11 pgs)	Transcript RE: Status Conference (Via Telephone) held on January 14, 2021 before Judge Marvin Isgur. Transcript is available for viewing in the Clerk's Office. Filed by Transcript access will be restricted through 04/19/2021. (mhen) (Entered: 01/17/2021)
01/18/2021	1374 (7 pgs)	Certificate *of Service re: 1) Order Granting Debtors' Motion for Entry of an Order (I) Authorizing Debtor Speedcast Limited to Enter Into Confidential Settlement Agreement, (II) Approving the Terms of Such Settlement Agreement and Authorizing the Debtors' Performance Thereunder, and (III) Granting Related Relief; and 2) Notice of Reset Video/Telephonic Status Conference* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):1358 Generic Order, 1359 Notice) (Gershbein, Evan) (Entered: 01/18/2021)
	1375 (3 pgs)	Certificate *Supplemental Certificate of Service re: Order (I) Authorizing and Approving Inmarsat Transaction, Including (A) Private Sale Free and Clear of All Liens, Claims, Encumbrances, and Other Interests, (B) Assumptions and Assignment of Certain Contracts, and (C) Settlement and Release of Claims, (II) Approving Form and Manner of Notices of Inmarsat Transaction, and (III) Granting Related*

01/18/2021		*Relief* (Filed By Kurtzman Carson Consultants LLC). (Related document(s):1071 Generic Order) (Gershbein, Evan) (Entered: 01/18/2021)
01/19/2021	1376 (1 pg)	Notice of Filing of Official Transcript as to 1369 Transcript, 1372 Transcript, 1373 Transcript. Parties notified (Related document(s):1369 Transcript, 1372 Transcript, 1373 Transcript) (jdav) (Entered: 01/19/2021)
01/20/2021	1377 (3 pgs)	Order Authorizing Debtors to File a Confidential Document Under Seal (Related Doc # 1206) Signed on 1/20/2021. (TylerLaws) (Entered: 01/20/2021)
01/20/2021	1378 (5 pgs)	Certificate *of Service re: 1) Declaration and Disclosure Statement of Kleanthis Anastasiou, on Behalf of DPA & Co Limited; 2) Declaration and Disclosure Statement of Jonathan Taylor on Behalf of Spielman Koenigsberg & Parker, LLP; and 3) Declaration and Disclosure Statement of Wilma Cheng, on Behalf of Rajah & Tann Singapore LLP* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):1364 Declaration, 1365 Declaration, 1366 Declaration) (Gershbein, Evan) (Entered: 01/20/2021)
01/20/2021	1379 (2 pgs)	Declaration re: */ Declaration and Disclosure Statement of John Edmund Leahy, on Behalf of Leahy PNG Law* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 01/20/2021)
01/20/2021	1380 (1 pg)	Courtroom Minutes. Time Hearing Held: 4:00 pm - 4:06 pm. Telephonic Appearances: See attached. By agreement of the parties the confirmation hearing is continued on the record to 1/21/21 at 1:30 pm. (Related document(s):853 Generic Motion, 896 Order Setting Hearing) **Hearing scheduled for 1/21/2021 at 01:30 PM at telephone and video conference.** (TylerLaws) (Entered: 01/20/2021)
01/20/2021	1381 (1 pg)	PDF with attached Audio File. Court Date & Time [1/20/2021 3:58:54 PM]. File Size [3041 KB]. Run Time [00:06:20]. (admin). (Entered: 01/20/2021)
01/20/2021	1382 (11 pgs; 2 docs)	Emergency Motion *of Debtors for Entry of an Order Authorizing Debtors to File a Confidential Document Under Seal* Filed by Debtor SpeedCast International Limited (Attachments: # 1 Exhibit A - Proposed Order) (Perez, Alfredo) (Entered: 01/20/2021)
	1383 (249 pgs; 3 docs)	Notice *of Filing of Proposed (A) Findings of Fact, Conclusions of Law, and Order (I) Approving Disclosure Statement on a Final Basis, (II) Confirming Third Amended Joint Chapter 11 Plan of Speedcast International Limited and Its Debtor Affiliates, (III) Approving Plan Settlement,*

01/20/2021		*and (IV) Granting Related Relief and (B) Third Amended Joint Chapter 11 Plan of Speedcast International Limited and Its Debtor Affiliates*. Filed by SpeedCast International Limited (Attachments: # 1 Exhibit 1 - Proposed Confirmation Order # 2 Exhibit 2 - Redline) (Perez, Alfredo) (Entered: 01/20/2021)
01/20/2021	1384 (57 pgs)	Notice *of Filing of Second Supplement to Plan Supplement in Connection With Third Amended Joint Chapter 11 Plan of Speedcast International Limited and Its Debtor Affiliates*. Filed by SpeedCast International Limited (Perez, Alfredo) (Entered: 01/20/2021)
01/21/2021	1385	Receipt of Sealed Document retained in Clerk's office. (BrendaLacy) (Entered: 01/21/2021)
01/21/2021		(private) Receipt of Sealed Document in chambers. (Related document(s):1382 Sealed Settlement Agreement) (LinhthuDo) (Entered: 01/21/2021)
01/21/2021	1386 (3 pgs)	Order Authorizing Debtors to File a Confidential Document Under Seal (Related Doc # 1237) Signed on 1/21/2021. (TylerLaws) (Entered: 01/21/2021)
01/21/2021	1387 (533 pgs; 8 docs)	Exhibit List, Witness List (Filed By SpeedCast International Limited). (Attachments: # 1 Debtors' Exhibit 1 # 2 Debtors' Exhibit 2 # 3 Debtors' Exhibit 3 # 4 Debtors' Exhibit 4 # 5 Debtors' Exhibit 5 # 6 Debtors' Exhibit 6 # 7 Debtors' Exhibit 7) (Perez, Alfredo) (Entered: 01/21/2021)
01/21/2021	1388 (20 pgs; 3 docs)	Motion */ Debtors' Omnibus Motion for Entry of an Order Authorizing (I) Rejection of Previously Assumed Unexpired Leases of NonResidential Real Property and (II) Abandonment of De Minimis Property in Connection Therewith* Filed by Debtor SpeedCast International Limited (Attachments: # 1 Ex. A - Proposed Order # 2 Ex. B - Healy Declaration) (Perez, Alfredo) (Entered: 01/21/2021)
01/21/2021	1389 (1 pg)	AO 435 TRANSCRIPT ORDER FORM (Daily (24 hours)) by Debtors' Counsel/Alfredo Perez. This is to order a transcript of Bankruptcy Proceeding on January 20, 2021 before Judge Marvin P. Isgur. Court Reporter/Transcriber: Judicial Transcribers of Texas (Filed By SpeedCast International Limited). (Perez, Alfredo) Electronically forwarded to Judicial Transcribers of Texas on 1-22-2021. Estimated completion date: 1-23-2021. Modified on 1/22/2021 (MelissaMorgan). (Entered: 01/21/2021)
	1390 (1 pg)	Courtroom Minutes. Time Hearing Held: 1:30 pm - 2:26 pm. Telephonic Appearances: See attached. Exhibits admitted: ECF No. 1387 1-7. Witnesses sworn in and testimony given: Michael Healy. The plan is orally confirmed on the record,

01/21/2021		counsel to file an order with the two additions stated on the record and are also to file a clean copy of the plan on the docket and attached to the to be filed order, counsel to contact Case Manager Linhthu Do when filed. Order to be entered related to 853 extending the exclusivity period. The oral motion for reconsideration is scheduled for hearing on the record for 1/28/21 at 2:30 pm. (Related document(s):853 Generic Motion, 896 Order Setting Hearing) **Hearing scheduled for 1/28/2021 at 02:30 PM at telephone and video conference.** (TylerLaws) (Entered: 01/21/2021)
01/21/2021	1391 (2 pgs)	Order Pursuant to Section 1121(d) of the Bankruptcy Code Further Extending Exclusive Periods (Related Doc # 853) Signed on 1/21/2021. (TylerLaws) (Entered: 01/21/2021)
01/21/2021	1392 (1 pg)	AO 435 TRANSCRIPT ORDER FORM (Daily (24 hours)) by Debtors' Counsel/Alfredo Perez. This is to order a transcript of Bankruptcy Proceeding on January 21, 2021 before Judge Marvin P. Isgur. Court Reporter/Transcriber: Judicial Transcribers of Texas (Filed By SpeedCast International Limited). (Perez, Alfredo)Electronically forwarded to Judicial Transcribers of Texas on 1-22-2021. Estimated completion date: 1-23-2021. Modified on 1/22/2021 (MelissaMorgan). (Entered: 01/21/2021)
01/21/2021	1393 (1 pg)	PDF with attached Audio File. Court Date & Time [1/21/2021 1:27:24 PM]. File Size [28349 KB]. Run Time [00:59:04]. (admin). (Entered: 01/21/2021)
01/21/2021	1394 (83 pgs)	Third Amended Chapter 11 Plan Filed by SpeedCast International Limited. (Perez, Alfredo) (Entered: 01/21/2021)
01/21/2021	1395 (201 pgs; 3 docs)	Notice *of Filing of Revised Proposed Findings of Fact, Conclusions of Law, and Order (I) Approving Disclosure Statement on a Final Basis, (II) Confirming Third Amended Joint Chapter 11 Plan of Speedcast International Limited and Its Debtor Affiliates, (III) Approving Plan Settlement, and (IV) Granting Related Relief*. Filed by SpeedCast International Limited (Attachments: # 1 Exhibit 1 - Revised Proposed Confirmation Order # 2 Exhibit 2 - Redline of Changed Pages) (Perez, Alfredo) (Entered: 01/21/2021)
01/21/2021	1396 (12 pgs)	BNC Certificate of Mailing. (Related document(s):1376 Notice of Filing of Official Transcript (Form)) No. of Notices: 56. Notice Date 01/21/2021. (Admin.) (Entered: 01/21/2021)
	1397 (194 pgs)	Findings of Fact, Conclusions of Law, and Order (I) Approving Disclosure Statement on a Final Basis, (II) Confirming Third Amended Joint Chapter 11 Plan of SpeedCast International Limited and its Debtor Affiliates,

01/22/2021		(III) Approving Plan Settlement Agreement, and (IV) Granting Related Relief Signed on 1/22/2021 (Related document(s):899 Notice, 1394 Amended Chapter 11 Plan) (TylerLaws) (Entered: 01/22/2021)
01/22/2021	1398 (3 pgs)	Certificate *Supplemental Certificate of Service re: Order (I) Authorizing and Approving Inmarsat Transaction, Including (A) Private Sale Free and Clear of All Liens, Claims, Encumbrances, and Other Interests, (B) Assumptions and Assignment of Certain Contracts, and (C) Settlement and Release of Claims, (II) Approving Form and Manner of Notices of Inmarsat Transaction, and (III) Granting Related Relief* (Filed By Kurtzman Carson Consultants LLC). (Related document(s):1071 Generic Order) (Gershbein, Evan) (Entered: 01/22/2021)
01/22/2021	1399 (2 pgs)	Declaration re: / *Declaration and Disclosure Statement of Jacari Brimmer-Landy, on Behalf of Conyers Dill & Pearman Limited* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 01/22/2021)
01/22/2021	1400 (2 pgs)	Declaration re: / *Declaration and Disclosure Statement of James Sinton Spence, oh Behalf of Sinton Spence Limited* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 01/22/2021)
01/22/2021	1401 (6 pgs)	BNC Certificate of Mailing. (Related document(s):1377 Order on Emergency Motion) No. of Notices: 56. Notice Date 01/22/2021. (Admin.) (Entered: 01/22/2021)
01/23/2021	1402 (6 pgs)	BNC Certificate of Mailing. (Related document(s):1386 Order on Emergency Motion) No. of Notices: 56. Notice Date 01/23/2021. (Admin.) (Entered: 01/23/2021)
01/23/2021	1403 (5 pgs)	BNC Certificate of Mailing. (Related document(s):1391 Generic Order) No. of Notices: 56. Notice Date 01/23/2021. (Admin.) (Entered: 01/23/2021)
01/24/2021	1404 (198 pgs)	BNC Certificate of Mailing. (Related document(s):1397 Order Confirming Chapter 11 Plan) No. of Notices: 94. Notice Date 01/24/2021. (Admin.) (Entered: 01/24/2021)
01/25/2021	1405 (2 pgs)	Order Authorizing Black Diamond Capital Management, L.L.C. to File Under Seal Exhibits to the Statement of Black Diamond Capital Management, L.L.C. Concerning Status of Matters Addressed at December 30, 2020 Status Conference (Related Doc # 1263) Signed on 1/25/2021. (TylerLaws) (Entered: 01/25/2021)
	1406	Transcript RE: Status Conference (Via Zoom) held on January 20, 2021 before Judge Marvin Isgur. Transcript is

01/25/2021	(8 pgs)	available for viewing in the Clerk's Office. Filed by Transcript access will be restricted through 04/26/2021. (mhen) (Entered: 01/25/2021)
01/25/2021	1407 (44 pgs)	Transcript RE: Confirmation Hearing (Via Zoom) held on January 21, 2021 before Judge Marvin Isgur. Transcript is available for viewing in the Clerk's Office. Filed by Transcript access will be restricted through 04/26/2021. (mhen) (Entered: 01/25/2021)
01/25/2021	1410 (2 pgs)	Order Granting Second Interim Application of (I) Moelis Australia Advisory Pty Ltd and (II) Moelis & Company LLC for Allowance of Compensation for Professional Services Rendered and Reimbursement of Actual and Necessary Expenses as Investment Bankers and Financial Advisors to the Debtors from August 1, 2020 Through October 31, 2020 Signed on 1/25/2021 (Related document(s):328 Generic Order) (TylerLaws) (Entered: 01/26/2021)
01/26/2021	1408 (2 pgs)	Declaration re: */ Declaration and Disclosure Statement of Mohammed Altammami, on Behalf of The Law Office of Mohammed Altammami in Association With Herbert Smith Freehills LLP* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 01/26/2021)
01/26/2021	1409 (2 pgs)	Declaration re: */ Declaration and Disclosure Statement of Wilma Cheng, on Behalf of Rajah & Tann Singapore LLP* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 01/26/2021)
01/26/2021		* Status Conference Canceled * Contacted by Timothy A. Million. * Status Conference Previously Set On (Related document(s):1028 Motion of the Official Committee of Unsecured Creditors) Movant to notice all interested parties and file a certificate of service with the court. Status conference to be held on 2/2/2021 at 04:00 PM, by telephone and video conference. * Canceled * (LinhthuDo) Modified on 1/26/2021 (LinhthuDo). (Entered: 01/26/2021)
01/26/2021	1411 (1 pg)	Notice of Filing of Official Transcript as to 1406 Transcript, 1407 Transcript. Parties notified (Related document(s):1406 Transcript, 1407 Transcript) (dhan) (Entered: 01/26/2021)
01/26/2021		(private) Deadline 1028 terminated. (LinhthuDo) (Entered: 01/26/2021)
01/26/2021	1412 (3 pgs)	Order Authorizing Debtors to File Confidential Documents Under Seal (Related Doc # 1266) Signed on 1/26/2021. (TylerLaws) (Entered: 01/26/2021)
	1413	Interim Application for Compensation *of Husch Blackwell*

01/26/2021	(111 pgs; 5 docs)	*LLP as counsel* for The Official Committee of Unsecured Creditors, Attorney, Period: 8/1/2020 to 10/31/2020, Fee: $169441.00, Expenses: $255.50. Objections/Request for Hearing Due in 21 days. Filed by Creditor Committee The Official Committee of Unsecured Creditors (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Proposed Order) (Rios, Randall) (Entered: 01/26/2021)
01/26/2021	1414 (3 pgs; 2 docs)	Transfer of Claim Transferors: PricewaterhouseCoopers, LLP (Claim No. 435, Amount $15,000.00) To Cirenroh, LLC Fee Amount $26 (Ridulfo, Michael) (Entered: 01/26/2021)
01/26/2021		(private) Deadline [1/28/2021] terminated. (LinhthuDo) (Entered: 01/26/2021)
01/26/2021	1415 (244 pgs; 6 docs)	Interim Application for Compensation *of Hogan Lovells US LLP as Counsel* for The Official Committee of Unsecured Creditors, Attorney, Period: 8/1/2020 to 10/31/2020, Fee: $1873397.00, Expenses: $33156.89. Objections/Request for Hearing Due in 21 days. Filed by Creditor Committee The Official Committee of Unsecured Creditors (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D # 5 Exhibit E - Proposed Order) (Rios, Randall) (Entered: 01/26/2021)
01/26/2021	1416 (2 pgs)	Notice *of Cancellation of Telephonic Hearing*. (Related document(s):1390 Courtroom Minutes) Filed by Peter Shaper (English, Eric) (Entered: 01/26/2021)
01/27/2021		Receipt of Transfer of Claim(20-32243) [claims,trclmagt] (26.00) Filing Fee. Receipt number 22777566. Fee amount $ 26.00. (U.S. Treasury) (Entered: 01/27/2021)
01/27/2021	1417 (6 pgs; 2 docs)	Certificate of No Objection *to Second Interim Fee Application of FTI Consulting, Inc., for Services and Reimbursement of Expenses as Chief Restructuring Officer and Financial Advisor to the Debtors for the Period From August 1, 2020 Through and Including October 31, 2020* (Filed By SpeedCast International Limited).(Related document(s):1274 Generic Application) (Attachments: # 1 Exhibit A - Proposed Order) (Perez, Alfredo) (Entered: 01/27/2021)
01/27/2021	1418 (11 pgs)	BNC Certificate of Mailing. (Related document(s):1405 Order on Motion to Seal) No. of Notices: 33. Notice Date 01/27/2021. (Admin.) (Entered: 01/28/2021)
	1419 (4 pgs)	Stipulation By SpeedCast International Limited and United States Trustee. Does this document include an agreed order or otherwise request that the judge sign a document? Yes. (Filed By SpeedCast International Limited). (Perez, Alfredo)

01/28/2021		(Entered: 01/28/2021)
01/28/2021	1420 (4 pgs)	BNC Certificate of Mailing. (Related document(s):1411 Notice of Filing of Official Transcript (Form)) No. of Notices: 56. Notice Date 01/28/2021. (Admin.) (Entered: 01/28/2021)
01/28/2021	1421 (5 pgs)	BNC Certificate of Mailing. (Related document(s):1410 Generic Order) No. of Notices: 56. Notice Date 01/28/2021. (Admin.) (Entered: 01/28/2021)
01/28/2021	1422 (6 pgs)	BNC Certificate of Mailing. (Related document(s):1412 Order on Emergency Motion) No. of Notices: 56. Notice Date 01/28/2021. (Admin.) (Entered: 01/28/2021)
01/30/2021	1423 (11 pgs)	Statement / *Third Quarterly Report of Fees and Expenses Paid to Ordinary Course Professionals for the Period Beginning October 1, 2020 and Ending December 31, 2020* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 01/30/2021)
02/01/2021	1424 (2 pgs)	Order Approving Second Fee Application of FTI Consulting, Inc., for Services and Reimbursement of Expenses as Chief Restructuring Officer and Financial Advisor to the Debtors for the Period from August 1, 2020 Through and Including October 31, 2020 (Related Doc # 1274) Signed on 2/1/2021. (TylerLaws) (Entered: 02/01/2021)
02/01/2021	1425 (3 pgs)	Order Authorizing Debtors to File a Confidential Document Under Seal (Related Doc # 1288) Signed on 2/1/2021. (TylerLaws) (Entered: 02/01/2021)
02/01/2021	1426 (4 pgs)	Stipulation and Agreed Order Regarding Debtors' Compliance with Section 345(b) of the Bankruptcy Code Signed on 2/1/2021 (Related document(s):1419 Stipulation) (TylerLaws) (Entered: 02/01/2021)
02/01/2021	1427 (8 pgs)	Debtors Master Service List (Filed By Kurtzman Carson Consultants LLC). (Gershbein, Evan) (Entered: 02/01/2021)
02/02/2021	1428 (16 pgs)	Certificate *of Service re: Documents Served on January 20, 2021* (Filed By Kurtzman Carson Consultants LLC). (Related document(s):1377 Order on Emergency Motion, 1379 Declaration, 1382 Emergency Motion, 1383 Notice) (Gershbein, Evan) (Entered: 02/02/2021)
	1429 (29 pgs)	Certificate *of Service re: Documents Served on or Before January 22, 2021* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):1384 Notice, 1386 Order on Emergency Motion, 1388 Generic Motion, 1391 Generic

02/02/2021		Order, 1394 Amended Chapter 11 Plan, 1395 Notice) (Gershbein, Evan) (Entered: 02/02/2021)
02/02/2021	1430 (16 pgs)	Certificate *of Service re: 1) Findings of Fact, Conclusions of Law, and Order (I) Approving Disclosure Statement on a Final Basis, (II) Confirming Third Amended Joint Chapter 11 Plan of SpeedCast International Limited and its Debtor Affiliates, (III) Approving Plan Settlement Agreement, and (IV) Granting Related Relief; 2) Declaration and Disclosure Statement of Jacari Brimmer-Landy, on Behalf of Conyers Dill & Pearman Limited; and 3) Declaration and Disclosure Statement of James Sinton Spence, om Behalf of Sinton Spence Limited* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):1397 Order Confirming Chapter 11 Plan, 1399 Declaration, 1400 Declaration) (Gershbein, Evan) (Entered: 02/02/2021)
02/02/2021	1431 (12 pgs)	Certificate *of Service re: 1) Declaration and Disclosure Statement of Mohammed Altammami, on Behalf of The Law Office of Mohammed Altammami in Association with Herbert Smith Freehills LLP; 2) Declaration and Disclosure Statement of Wilma Cheng, on Behalf of Rajah & Tann Singapore LLP; and 3) Order Authorizing Debtors to File Confidential Documents Under Seal* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):1408 Declaration, 1409 Declaration, 1412 Order on Emergency Motion) (Gershbein, Evan) (Entered: 02/02/2021)
02/02/2021	1432 (7 pgs)	Certificate *of Service re: Stipulation and Agreed Order Regarding Debtors Compliance with Section 345(b) of the Bankruptcy Code* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):1419 Stipulation) (Gershbein, Evan) (Entered: 02/02/2021)
02/02/2021	1433 (12 pgs)	Certificate *of Service re: 1) Third Quarterly Report of Fees and Expenses Paid to Ordinary Course Professionals for the Period Beginning October 1, 2020 and Ending December 31, 2020; 2) Order Authorizing Debtors to File a Confidential Document Under Seal; and 3) Stipulation and Agreed Order Regarding Debtors' Compliance with Section 345(b) of the Bankruptcy Code* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):1423 Statement, 1425 Order on Emergency Motion, 1426 Generic Order) (Gershbein, Evan) (Entered: 02/02/2021)
02/02/2021	1434 (3 pgs)	Order Authorizing Debtors to File Confidential Documents Under Seal (Related Doc # 1316) Signed on 2/2/2021. (TylerLaws) (Entered: 02/02/2021)
	1435 (2 pgs)	Order Authorizing Black Diamond Capital Management, L.L.C. and Black Diamond Commercial Finance, L.L.C. to File Exhibits in Their Third Supplemental Witness and

02/02/2021		Exhibit List for the December 17, 2020 Video/Telephonic Hearing Under Seal (Related Doc # 1321) Signed on 2/2/2021. (TylerLaws) (Entered: 02/02/2021)
02/03/2021	1436 (7 pgs)	Certificate *of Service re: Order Authorizing Debtors to File Confidential Documents Under Seal* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):1434 Order on Emergency Motion) (Gershbein, Evan) (Entered: 02/03/2021)
02/03/2021	1437 (2 pgs)	Declaration re: */ Declaration and Disclosure Statement of Marguerite Kik, on Behalf of JSM Lawyers & Notaries* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 02/03/2021)
02/03/2021	1438 (5 pgs)	BNC Certificate of Mailing. (Related document(s):1424 Order on Generic Application) No. of Notices: 56. Notice Date 02/03/2021. (Admin.) (Entered: 02/04/2021)
02/03/2021	1439 (6 pgs)	BNC Certificate of Mailing. (Related document(s):1425 Order on Emergency Motion) No. of Notices: 56. Notice Date 02/03/2021. (Admin.) (Entered: 02/04/2021)
02/03/2021	1440 (15 pgs)	BNC Certificate of Mailing. (Related document(s):1426 Generic Order) No. of Notices: 56. Notice Date 02/03/2021. (Admin.) (Entered: 02/04/2021)
02/04/2021	1441 (3 pgs)	Declaration re: */ Declaration and Disclosure Statement of Mark Adam Mathew, on Behalf of PricewaterhouseCoopers LLP* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 02/04/2021)
02/04/2021	1442 (6 pgs)	BNC Certificate of Mailing. (Related document(s):1434 Order on Emergency Motion) No. of Notices: 56. Notice Date 02/04/2021. (Admin.) (Entered: 02/05/2021)
02/04/2021	1443 (5 pgs)	BNC Certificate of Mailing. (Related document(s):1435 Order on Emergency Motion) No. of Notices: 56. Notice Date 02/04/2021. (Admin.) (Entered: 02/05/2021)
02/08/2021	1444 (13 pgs)	Debtor-In-Possession Monthly Operating Report for Filing Period ending 12/31/2020, $47,526 disbursed (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 02/08/2021)
02/08/2021	1445 (5 pgs)	Certificate *of Service re: Declaration and Disclosure Statement of Marguerite Kik, on Behalf of JSM Lawyers & Notaries* (Filed By Kurtzman Carson Consultants LLC). (Related document(s):1437 Declaration) (Gershbein, Evan) (Entered: 02/08/2021)

02/08/2021	1446 (8 pgs)	Certificate *of Service re: 1) Notice of Filing of Plan Supplement in Connection with Second Amended Joint Chapter 11 Plan of Speedcast International Limited and Its Debtor Affiliated Debtors; and 2) Certificate of No Objection to Motion of Debtors for Entry of an Order (I) Authorizing and Approving Inmarsat Transaction, Including (A) Private Sale Free and Clear of All Liens, Claims, Encumbrances, and Other Interests, (B) Assumption and Assignment of Certain Contracts, and (C) Settlement and Release of Claims, (II) Approving Form and Manner of Notices of Inmarsat Transaction, and (III) Granting Related Relief; and 3) Order (I) Authorizing and Approving Inmarsat Transaction, Including (A) Private Sale Free and Clear of All Liens, Claims, Encumbrances, and Other Interests, (B) Assumptions and Assignment of Certain Contracts, and (C) Settlement and Release of Claims, (II) Approving Form and Manner of Notices of Inmarsat Transaction, and (III) Granting Related Relief* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):1011 Notice, 1044 Certificate of No Objection, 1071 Generic Order) (Gershbein, Evan) (Entered: 02/08/2021)
02/09/2021	1447 (5 pgs)	Certificate *of Service re: Declaration and Disclosure Statement of Mark Adam Mathew, on Behalf of PricewaterhouseCoopers LLP* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):1441 Declaration) (Gershbein, Evan) (Entered: 02/09/2021)
02/09/2021	1448 (7 pgs)	Certificate *of Service re: Monthly Operating Report for SpeedCast International Limited, et al., for Filing Period Ending December 31, 2020* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):1444 Debtor-in-Possession Monthly Operating Report) (Gershbein, Evan) (Entered: 02/09/2021)
02/11/2021	1449 (2 pgs)	Declaration re: */ Declaration and Disclosure Statement of Gordon Moir on Behalf of Wiggin LLP* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 02/11/2021)
02/11/2021	1450 (3 pgs)	Order Authorizing Debtors to File a Confidential Document Under Seal (Related Doc # 1382) Signed on 2/11/2021. (TylerLaws) (Entered: 02/11/2021)
02/12/2021		Adversary Case 4:20-ap-3496 Closed. (LinhthuDo) (Entered: 02/12/2021)
	1451 (3 pgs)	Certificate *of Service (Supplemental) re: Certificate of No Objection to Motion of Debtors for Entry of an Order (I) Authorizing and Approving Inmarsat Transaction, Including (A) Private Sale Free and Clear of All Liens, Claims, Encumbrances, and Other Interests, (B) Assumption and*

02/12/2021		*Assignment of Certain Contracts, and (C) Settlement and Release of Claims, (II) Approving Form and Manner of Notices of Inmarsat Transaction, and (III) Granting Related Relief* (Filed By Kurtzman Carson Consultants LLC). (Related document(s):1044 Certificate of No Objection, 1084 Certificate) (Gershbein, Evan) (Entered: 02/12/2021)
02/13/2021	1452 (6 pgs)	BNC Certificate of Mailing. (Related document(s):1450 Order on Emergency Motion) No. of Notices: 56. Notice Date 02/13/2021. (Admin.) (Entered: 02/13/2021)
02/15/2021	1453 (11 pgs)	Certificate *of Service re: 1) Declaration and Disclosure Statement of Gordon Moir on Behalf of Wiggin LLP; and 2) Order Authorizing Debtors to File a Confidential Document Under Seal* (Filed By Kurtzman Carson Consultants LLC). (Related document(s):1449 Declaration, 1450 Order on Emergency Motion) (Gershbein, Evan) (Entered: 02/15/2021)
02/15/2021	1454 (3 pgs)	Notice *of Customary Rate Increase for Husch Blackwell LLP as Co-Counsel and Conflicts Counsel for the Official Committee of Unsecured Creditors of Speedcast International Limited, et al.* (Related document(s):497 Order on Application to Employ) Filed by The Official Committee of Unsecured Creditors (Rios, Randall) (Entered: 02/15/2021)
02/15/2021	1455 (4 pgs)	Notice *of Customary Rate Increase for Hogan Lovells US LLP as Co-Counsel for the Official Committee of Unsecured Creditors of Speedcast International Limited, et al.* (Related document(s):461 Order on Application to Employ) Filed by The Official Committee of Unsecured Creditors (Rios, Randall) (Entered: 02/15/2021)
02/16/2021	1456 (19 pgs; 3 docs)	Motion */ Debtors' Motion for Entry of an Order (I) Authorizing and Approving Settlement Agreement Between Debtors and ATH Companies, (II) Authorizing Debtors to Assume ATH Contracts, and (III) Granting Related Relief* Filed by Debtor SpeedCast International Limited (Attachments: # 1 Exhibit A - Proposed Order # 2 Exhibit B - Settlement Agreement) (Perez, Alfredo) (Entered: 02/16/2021)
02/16/2021	1457 (5 pgs)	Declaration re: */ Declaration of Michael Healy in Support of Debtors' Motion for Entry of an Order (I) Authorizing and Approving Settlement Agreement Between Debtors and ATH Companies, (II) Authorizing Debtors to Assume ATH Contracts, and (III) Granting Related Relief* (Filed By SpeedCast International Limited).(Related document (s):1456 Generic Motion) (Perez, Alfredo) (Entered: 02/16/2021)

02/16/2021	1458 (4 pgs)	Stipulation By SpeedCast International Limited and United States Trustee for the Southern District of Texas. Does this document include an agreed order or otherwise request that the judge sign a document? Yes. (Filed By SpeedCast International Limited).(Related document(s):356 Generic Order) (Perez, Alfredo) (Entered: 02/16/2021)
02/18/2021	1459 (5 pgs; 2 docs)	Certificate of No Objection *to Second Interim Application of Husch Blackwell LLP as Co-Counsel and Conflicts Counsel to the Official Committee of Unsecured Creditors for Allowance of Compensation and Reimbursement of Expense* (Filed By The Official Committee of Unsecured Creditors). (Related document(s):1413 Application for Compensation) (Attachments: # 1 Exhibit A) (Rios, Randall) (Entered: 02/18/2021)
02/18/2021	1460 (5 pgs; 2 docs)	Certificate of No Objection *to Second Interim Application of Hogan Lovells US LLP, as Counsel to the Official Committee of Unsecured Creditors for Allowance of Compensation and Reimbursement of Expenses* (Filed By The Official Committee of Unsecured Creditors).(Related document (s):1415 Application for Compensation) (Attachments: # 1 Exhibit A) (Rios, Randall) (Entered: 02/18/2021)
02/18/2021	1461 (12 pgs)	Certificate *of Service re: 1) Debtors' Motion for Entry of an Order (I) Authorizing and Approving Settlement Agreement Between Debtors and ATH Companies, (II) Authorizing Debtors to Assume ATH Contracts, and (III) Granting Related Relief; 2) Declaration of Michael Healy in Support of Debtors' Motion for Entry of an Order (I) Authorizing and Approving Settlement Agreement Between Debtors and ATH Companies, (II) Authorizing Debtors to Assume ATH Contracts, and (III) Granting Related Relief; and 3) Stipulation and Agreed Order Regarding Ordinary Course Professional Fee Caps* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):1456 Generic Motion, 1457 Declaration, 1458 Stipulation) (Gershbein, Evan) (Entered: 02/18/2021)
02/22/2021	1462 (3 pgs)	Order Denying Interim Fee Application (Related Doc # 1413) Signed on 2/22/2021. (TylerLaws) (Entered: 02/22/2021)
02/22/2021	1463 (3 pgs)	Order Granting Leave to Amend, Signed on 2/22/2021 (Related document(s):1415 Application for Compensation) (TylerLaws) (Entered: 02/22/2021)
02/22/2021	1464 (1 pg)	Notice of Change of Address (gkel) (Entered: 02/23/2021)
	1465	

02/22/2021	(1 pg)	Notice of Change of Address (gkel) (Entered: 02/23/2021)
02/23/2021	1466 (111 pgs; 5 docs)	Amended Application for Compensation *of Husch Blackwell LLP as counsel* for The Official Committee of Unsecured Creditors, Attorney, Period: 8/1/2020 to 10/31/2020, Fee: $169441.00, Expenses: $255.50. Objections/Request for Hearing Due in 21 days. Filed by Attorney Randall A Rios (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Proposed Order) (Rios, Randall) (Entered: 02/23/2021)
02/23/2021	1467 (4 pgs)	Notice *of Amended Cover Sheet for Second Interim Fee Application of Hogan Lovells US LLP as Counsel to the Official Committee of Unsecured Creditors*. (Related document(s):1415 Application for Compensation, 1463 Generic Order) Filed by The Official Committee of Unsecured Creditors (Rios, Randall) (Entered: 02/23/2021)
02/24/2021	1468 (6 pgs)	BNC Certificate of Mailing. (Related document(s):1462 Order on Application for Compensation) No. of Notices: 56. Notice Date 02/24/2021. (Admin.) (Entered: 02/25/2021)
02/24/2021	1469 (6 pgs)	BNC Certificate of Mailing. (Related document(s):1463 Generic Order) No. of Notices: 56. Notice Date 02/24/2021. (Admin.) (Entered: 02/25/2021)
03/01/2021	1470 (8 pgs)	Debtors Master Service List (Filed By Kurtzman Carson Consultants LLC). (Gershbein, Evan) (Entered: 03/01/2021)
03/01/2021	1471 (3 pgs; 3 docs)	Transfer of Claim Transfer Agreement 3001 (e) 2 Transferors: Badami Sdn Bhd (Claim No. 275, Amount $111,904.50) To Cedar Glade LP Fee Amount $26 (Attachments: # 1 Evidence of Transfer)(Tanabe, Kesha) (Entered: 03/01/2021)
03/01/2021		Receipt of Transfer of Claim(20-32243) [claims,trclmagt] (26.00) Filing Fee. Receipt number 22850706. Fee amount $ 26.00. (U.S. Treasury) (Entered: 03/01/2021)
03/02/2021	1472 (1 pg)	Notice of Change of Address Filed by Badami Sdn Bhd (Tanabe, Kesha) (Entered: 03/02/2021)
03/03/2021	1473 (2 pgs)	Declaration re: */ Declaration and Disclosure Statement of Olumide Akinpelumi, on Behalf of Ernst & Young Nigeria* (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 03/03/2021)
	1474	Order Approving Second Interim Fee Application of Hogan Lovells US LLP, as Counsel to the Official Committee of

03/04/2021	(2 pgs)	Unsecured Creditors for Allowance of Compensation and Reimbursement of Expenses for the Period from August 1, 2020 Through October 31, 2020 (Related Doc # 1415) Signed on 3/4/2021. (TylerLaws) (Entered: 03/04/2021)
03/05/2021	1475 (4 pgs)	Stipulation and Agreed Order Regarding Ordinary Course Professional Fee Caps Signed on 3/5/2021 (Related document(s):356 Generic Order, 1458 Stipulation) (TylerLaws) (Entered: 03/05/2021)
03/06/2021	1476 (6 pgs)	BNC Certificate of Mailing. (Related document(s):1474 Order on Application for Compensation) No. of Notices: 56. Notice Date 03/06/2021. (Admin.) (Entered: 03/06/2021)
03/07/2021	1477 (15 pgs)	BNC Certificate of Mailing. (Related document(s):1475 Generic Order) No. of Notices: 56. Notice Date 03/07/2021. (Admin.) (Entered: 03/07/2021)
03/08/2021	1478 (7 pgs)	Stipulation By SpeedCast International Limited and Speedcast Holdings III LLC, and the Official Committee of Unsecured Creditors. Does this document include an agreed order or otherwise request that the judge sign a document? Yes. (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 03/08/2021)
03/08/2021	1479 (13 pgs)	Debtor-In-Possession Monthly Operating Report for Filing Period ending 1/31/2021, $41,073 disbursed (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 03/08/2021)
03/08/2021	1480 (5 pgs)	Stipulation By SpeedCast International Limited and Telstra. Does this document include an agreed order or otherwise request that the judge sign a document? Yes. (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 03/08/2021)
03/08/2021	1481 (1 pg)	Motion to Appear pro hac vice *Michael T. Driscoll*. Filed by Creditor Telstra Incorporated (Driscoll, Michael) (Entered: 03/08/2021)
03/08/2021	1482 (4 pgs)	Stipulation By SpeedCast International Limited and Crown Castle Fiber LLC. Does this document include an agreed order or otherwise request that the judge sign a document? Yes. (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 03/08/2021)
	1483 (14 pgs; 3 docs)	Statement / *Certification of Counsel Regarding Order Authorizing (I) Rejection of Previously Assumed Unexpired Lease of Nonresidential Real Property and (II) Abandonment of De Minimis Property in Connection Therewith* (Filed By SpeedCast International Limited). (Attachments: # 1 Exhibit

03/08/2021		A - Proposed Order # 2 Exhibit B) (Perez, Alfredo) (Entered: 03/08/2021)
03/09/2021	1484 (1 pg)	Order Granting Motion to Appear *pro hac vice* - Michael T. Driscoll (Related Doc # 1481) Signed on 3/9/2021. (TylerLaws) (Entered: 03/09/2021)
03/09/2021	1485 (7 pgs)	Stipulation and Agreed Order Regarding Treatment of Trade Claim Cash Amount, Signed on 3/9/2021 (Related document(s):1394 Amended Chapter 11 Plan, 1478 Stipulation) (TylerLaws) (Entered: 03/09/2021)
03/09/2021	1486 (4 pgs)	Stipulation and Agreed Order Between the Debtors and Telstra Regarding Cure Payments, Signed on 3/9/2021 (Related document(s):958 Notice, 1394 Amended Chapter 11 Plan, 1397 Order Confirming Chapter 11 Plan, 1480 Stipulation) (TylerLaws) (Entered: 03/09/2021)
03/09/2021	1487 (4 pgs)	Stipulation and Agreed Order Between Debtors and Crown Castle Fiber LLC Regarding Cure Objection, Signed on 3/9/2021 (Related document(s):1202 Objection, 1482 Stipulation) (TylerLaws) (Entered: 03/09/2021)
03/09/2021	1488 (66 pgs)	Notice *of Filing of Third Supplement to Plan Supplement in Connection With Third Amended Joint Chapter 11 Plan of Speedcast International Limited and its Debtor Affiliates*. (Related document(s):1394 Amended Chapter 11 Plan, 1397 Order Confirming Chapter 11 Plan) Filed by SpeedCast International Limited (Perez, Alfredo) (Entered: 03/09/2021)
03/09/2021	1489 (7 pgs)	Notice *of Filing of Second Supplemental Engagement Letter Between Debtors and KPMG LLP (Related documents 284, 438 and 636)*. Filed by SpeedCast International Limited (Perez, Alfredo) (Entered: 03/09/2021)
03/09/2021	1490 (14 pgs; 3 docs)	Certificate of No Objection *to Debtors' Omnibus Order Authorizing (I) Rejection of Previously Assumed Unexpired Leases of Nonresidential Real Property and (II) Abandonment of De Minimis Property in Connection Therewith and Notice of Partial Withdrawal of Motion* (Filed By SpeedCast International Limited).(Related document (s):1248 Generic Order) (Attachments: # 1 Exhibit A - Proposed Order # 2 Exhibit B - Redline) (Perez, Alfredo) (Entered: 03/09/2021)
03/10/2021	1491 (4 pgs)	Order Authorizing (I) Rejection of Previously Assumed Unexpired Leases of Nonresidential Real Property and (II) Abandonment of *De Minimis* Property in Connection Therewith Signed on 3/10/2021 (Related document(s):1248 Generic Order) (TylerLaws) (Entered: 03/10/2021)

03/10/2021	1492 (5 pgs)	Certificate *of Service re: Declaration and Disclosure Statement of Olumide Akinpelumi, on Behalf of Ernst & Young Nigeria* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):1473 Declaration) (Gershbein, Evan) (Entered: 03/10/2021)
03/10/2021	1493 (7 pgs)	Certificate *of Service re: Stipulation and Agreed Order Regarding Ordinary Course Professional Fee Caps* (Filed By Kurtzman Carson Consultants LLC).(Related document (s):1475 Generic Order) (Gershbein, Evan) (Entered: 03/10/2021)
03/10/2021	1494 (12 pgs)	Certificate *of Service re: 1) Stipulation and Agreed Order Regarding Treatment of Trade Claim Cash Amount; 2) Monthly Operating Report for SpeedCast International Limited, et al., for Filing Period Ending January 31, 2021; and 3) Stipulation and Agreed Order Between Debtors and Telstra Regarding Cure Payments* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):1478 Stipulation, 1479 Debtor-in-Possession Monthly Operating Report, 1480 Stipulation) (Gershbein, Evan) (Entered: 03/10/2021)
03/10/2021	1495 (3 pgs)	Notice *of Settlement*. Filed by SpeedCast International Limited (Perez, Alfredo) (Entered: 03/10/2021)
03/11/2021	1496 (14 pgs)	Notice *of Filing of Fourth Supplement to Plan Supplement in Connection With Third Amended Joint Chapter 11 Plan of Speedcast International Limited and Its Debtor Affiliates*. Filed by SpeedCast International Limited (Perez, Alfredo) (Entered: 03/11/2021)
03/11/2021	1497 (20 pgs)	Certificate *of Service re: Documents Served on March 8, 2021 and March 9, 2021* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):1482 Stipulation, 1483 Statement, 1485 Generic Order, 1486 Generic Order, 1487 Generic Order, 1489 Notice) (Gershbein, Evan) (Entered: 03/11/2021)
03/11/2021	1498 (4 pgs)	Notice *of (I) Entry of Order Approving Disclosure Statement on a Final Basis and Confirming Third Amended Joint Chapter 11 Plan of Speedcast International Limited and Its Debtor Affiliates and (II) Occurrence of Effective Date*. (Related document(s):1394 Amended Chapter 11 Plan, 1397 Order Confirming Chapter 11 Plan) Filed by SpeedCast International Limited (Perez, Alfredo) (Entered: 03/11/2021)
03/11/2021	1499 (5 pgs)	BNC Certificate of Mailing. (Related document(s):1484 Order on Motion to Appear pro hac vice) No. of Notices: 56. Notice Date 03/11/2021. (Admin.) (Entered: 03/12/2021)

03/11/2021	1500 (11 pgs)	BNC Certificate of Mailing. (Related document(s):1485 Generic Order) No. of Notices: 56. Notice Date 03/11/2021. (Admin.) (Entered: 03/12/2021)
03/11/2021	1501 (8 pgs)	BNC Certificate of Mailing. (Related document(s):1486 Generic Order) No. of Notices: 56. Notice Date 03/11/2021. (Admin.) (Entered: 03/12/2021)
03/11/2021	1502 (8 pgs)	BNC Certificate of Mailing. (Related document(s):1487 Generic Order) No. of Notices: 56. Notice Date 03/11/2021. (Admin.) (Entered: 03/12/2021)
03/12/2021	1503 (12 pgs)	Certificate *of Service re: Notice of Filing of Third Supplement to Plan Supplement in Connection with Third Amended Joint Chapter 11 Plan of SpeedCast International Limited and its Debtor Affiliates* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):1488 Notice) (Gershbein, Evan) (Entered: 03/12/2021)
03/12/2021	1504 (10 pgs)	Certificate *of Service re: 1) Certificate of No Objection to Debtors' Omnibus Order Authorizing (I) Rejection of Previously Assumed Unexpired Leases of Nonresidential Real Property and (II) Abandonment of De Minimis Property in Connection Therewith and Notice of Partial Withdrawal of Motion; and 2) Order Authorizing (I) Rejection of Previously Assumed Unexpired Leases of Nonresidential Real Property and (II) Abandonment of De Minimis Property in Connection Therewith* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):1490 Certificate of No Objection, 1491 Generic Order) (Gershbein, Evan) (Entered: 03/12/2021)
03/12/2021	1505 (11 pgs; 3 docs)	Certificate of No Objection *to Reorganized Debtors Motion for Entry of an Order (I) Authorizing and Approving Settlement Agreement Between Reorganized Debtors and ATH Companies, (II) Authorizing Reorganized Debtors to Assume ATH Contracts, and (III) Granting Related Relief* (Filed By SpeedCast International Limited).(Related document(s):1456 Generic Motion) (Attachments: # 1 Ex. A - Proposed Order # 2 Ex. B - Redline) (Perez, Alfredo) (Entered: 03/12/2021)
03/12/2021	1506 (8 pgs)	BNC Certificate of Mailing. (Related document(s):1491 Generic Order) No. of Notices: 56. Notice Date 03/12/2021. (Admin.) (Entered: 03/12/2021)
03/15/2021	1507 (3 pgs)	Order Granting Reorganized Debtors' Motion for Entry of an Order (I) Authorizing and Approving Settlement Agreement Between Reorganized Debtors and ATH Companies, (II) Authorizing Debtors to Assume ATH Contracts, and (III) Granting Related Relief (Related Doc # 1456) Signed on 3/15/2021. (TylerLaws) (Entered: 03/15/2021)

03/17/2021	1508 (2 pgs)	Withdrawal of Claim: *Proof of Claim No. 1064* (Driscoll, Michael) (Entered: 03/17/2021)
03/17/2021	1509 (14 pgs)	Certificate *of Service re: 1) Notice of Settlement; and 2) Notice of Filing of Fourth Supplement to Plan Supplement in Connection with Third Amended Joint Chapter 11 Plan of SpeedCast International Limited and its Debtor Affiliates* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):1495 Notice, 1496 Notice) (Gershbein, Evan) (Entered: 03/17/2021)
03/17/2021	1510 (11 pgs)	Certificate *of Service re: Certificate of No Objection to Reorganized Debtors Motion for Entry of an Order (I) Authorizing and Approving Settlement Agreement Between Reorganized Debtors and ATH Companies, (II) Authorizing Reorganized Debtors to Assume ATH Contracts, and (III) Granting Related Relief* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):1505 Certificate of No Objection) (Gershbein, Evan) (Entered: 03/17/2021)
03/17/2021	1511 (11 pgs)	Certificate *of Service re: Order Granting Reorganized Debtors' Motion for Entry of an Order (I) Authorizing and Approving Settlement Agreement Between Reorganized Debtors and ATH Companies, (II) Authorizing Reorganized Debtors to Assume ATH Contracts, and (III) Granting Related Relief* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):1507 Generic Order) (Gershbein, Evan) (Entered: 03/17/2021)
03/17/2021	1512 (7 pgs)	BNC Certificate of Mailing. (Related document(s):1507 Generic Order) No. of Notices: 56. Notice Date 03/17/2021. (Admin.) (Entered: 03/17/2021)
03/18/2021	1513 (5 pgs; 2 docs)	Certificate of No Objection (Filed By The Official Committee of Unsecured Creditors).(Related document (s):1466 Application for Compensation) (Attachments: # 1 Exhibit A) (Rios, Randall) (Entered: 03/18/2021)
03/18/2021	1514 (1077 pgs)	Certificate *of Service re: Notice of (I) Entry of Order Approving Disclosure Statement on a Final Basis and Confirming Third Amended Joint Chapter 11 Plan of Speedcast International Limited and its Debtor Affiliates and (II) Occurrence of Effective Date* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):1498 Notice) (Gershbein, Evan) (Entered: 03/18/2021)
	1515 (228 pgs; 3 docs)	Second Application / *Second Interim Fee Application of Herbert Smith Freehills, as Australian Partnership, Special Foreign Counsel for Reorganized Debtors, for Interim Allowance of Compensation for Professional Services Rendered and Reimbursement of Actual and Necessary*

03/18/2021		*Expenses Incurred from 1 August 2020 Through and Including 31 October 2020* Filed by Debtor SpeedCast International Limited (Attachments: # 1 Exhibit A - Proposed Order # 2 Exhibit B through H) (Perez, Alfredo) (Entered: 03/18/2021)
03/19/2021	1516 (10 pgs)	Certificate *of Service re: Documents Served on or before March 5, 2021* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):886 Transfer of Claim, 1073 Transfer of Claim, 1414 Transfer of Claim) (Gershbein, Evan) (Entered: 03/19/2021)
03/19/2021	1517 (3 pgs)	Certificate *of Service re: Notice of Transfer for Cedar Glade LP re: Badami Sdn Bhd (Claim No. 275)* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):1471 Transfer of Claim) (Gershbein, Evan) (Entered: 03/19/2021)
03/19/2021	1518 (2 pgs)	Order Approving Amended Second Interim Application of Husch Blackwell s Co-Counsel and Conflicts Counsel to the Official Committee of Unsecured Creditors for Allowance of Compensation and Reimbursement of Expenses (Related Doc # 1466) Signed on 3/19/2021. (TylerLaws) (Entered: 03/19/2021)
03/19/2021	1519 (5 pgs)	Certificate *of Service re: Second Interim Fee Application of Herbert Smith Freehills, an Australian Partnership, Special Foreign Counsel for Reorganized Debtors, for Interim Allowance of Compensation for Professional Services Rendered and Reimbursement of Actual and Necessary Expenses Incurred from 1 August 2020 Through and Including 31 October 2020* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):1515 Generic Application) (Gershbein, Evan) (Entered: 03/19/2021)
03/19/2021	1520 (1207 pgs)	Certificate *Amended Certificate of Service re: Notice of (I) Entry of Order Approving Disclosure Statement on a Final Basis and Confirming Third Amended Joint Chapter 11 Plan of Speedcast International Limited and its Debtor Affiliates and (II) Occurrence of Effective Date* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):1498 Notice) (Gershbein, Evan) (Entered: 03/19/2021)
03/21/2021	1521 (6 pgs)	BNC Certificate of Mailing. (Related document(s):1518 Order on Application for Compensation) No. of Notices: 56. Notice Date 03/21/2021. (Admin.) (Entered: 03/21/2021)
	1522 (3 pgs)	Certificate *Supplement Certificate of Service re: Notice of (I) Entry of Order Approving Disclosure Statement on a Final Basis and Confirming Third Amended Joint Chapter 11 Plan of Speedcast International Limited and its Debtor Affiliates and (II) Occurrence of Effective Date* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):1498

03/26/2021		Notice) (Gershbein, Evan) (Entered: 03/26/2021)
03/29/2021	1523 (4 pgs)	Order Authorizing (I) Rejection of Previously Assumed Unexpired Lease of Nonresidential Real Property and (II) Abandonment of *De Minimis* Property in Connection Therewith, Signed on 3/29/2021 (Related document(s):1483 Statement) (TylerLaws) (Entered: 03/29/2021)
03/31/2021	1524 (853 pgs; 3 docs)	Application / *Second Interim Fee Application of Weil, Gotshal & Manges LLP, Attorneys for Reorganized Debtors, for Interim Allowance of Compensation for Professional Services Rendered and Reimbursement of Actual and Necessary Expenses Incurred From August 1, 2020 Through and Including October 31, 2020* Filed by Debtor SpeedCast International Limited (Attachments: # 1 Exhibit A - Proposed Order # 2 Exhibits B-H) (Perez, Alfredo) (Entered: 03/31/2021)
03/31/2021	1525 (8 pgs)	BNC Certificate of Mailing. (Related document(s):1523 Generic Order) No. of Notices: 56. Notice Date 03/31/2021. (Admin.) (Entered: 03/31/2021)
04/01/2021	1526 (11 pgs)	Certificate *of Service re: Order Authorizing (I) Rejection of Previously Assumed Unexpired Lease of Nonresidential Real Property and (II) Abandonment of De Minimis Property in Connection Therewith* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):1523 Generic Order) (Gershbein, Evan) (Entered: 04/01/2021)
04/01/2021	1527 (5 pgs)	Certificate *of Service re: Second Interim Fee Application of Weil, Gotshal & Manges LLP, Attorneys for Reorganized Debtors, for Interim Allowance of Compensation for Professional Services Rendered and Reimbursement of Actual and Necessary Expenses Incurred from August 1, 2020 Through and Including October 31, 2020* (Filed By Kurtzman Carson Consultants LLC).(Related document (s):1524 Generic Application) (Gershbein, Evan) (Entered: 04/01/2021)
04/01/2021	1528 (8 pgs)	Debtors Master Service List (Filed By Kurtzman Carson Consultants LLC). (Gershbein, Evan) (Entered: 04/01/2021)
04/02/2021	1529 (3 pgs)	Certificate *Supplemental Certificate of Service re: Notice of (I) Entry of Order Approving Disclosure Statement on a Final Basis and Confirming Third Amended Joint Chapter 11 Plan of Speedcast International Limited and its Debtor Affiliates and (II) Occurrence of Effective Date* (Filed By Kurtzman Carson Consultants LLC).(Related document (s):1498 Notice) (Gershbein, Evan) (Entered: 04/02/2021)
	1530	Application / *Second Interim Fee Application of KPMG LLP*

04/02/2021	(368 pgs; 4 docs)	*for Allowance of Compensation for Services Rendered and Reimbursement of Expenses Incurred for Tax Consulting Services to the Debtors for the Period August 1, 2020 Through October 31, 2020* Filed by Debtor SpeedCast International Limited (Attachments: # 1 Proposed Order # 2 Declaration # 3 Exhibits A - D) (Perez, Alfredo) (Entered: 04/02/2021)
04/06/2021	1531 (5 pgs)	Certificate *of Service re: Second Interim Fee Application of KPMG LLP for Allowance of Compensation for Services Rendered and Reimbursement of Expenses Incurred for Tax Consulting Services to the Debtors for the Period August 1, 2020 Through October 31, 2020* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):1530 Generic Application) (Gershbein, Evan) (Entered: 04/06/2021)
04/09/2021	1532 (14 pgs; 2 docs)	Application for Administrative Expenses . Objections/Request for Hearing Due in 21 days. Filed by Creditor Inmarsat Global Limited (Attachments: # 1 Proposed Order) (Bruner, Robert) (Entered: 04/09/2021)
04/09/2021	1533 (3 pgs)	Certificate *Supplemental Certificate of Service re: Notice of (I) Entry of Order Approving Disclosure Statement on a Final Basis and Confirming Third Amended Joint Chapter 11 Plan of Speedcast International Limited and its Debtor Affiliates and (II) Occurrence of Effective Date* (Filed By Kurtzman Carson Consultants LLC).(Related document (s):1498 Notice) (Gershbein, Evan) (Entered: 04/09/2021)
04/09/2021	1534 (1 pg)	Motion to Appear pro hac vice *Motion and Order for Admission Pro Hac Vice - Michael S. Myers*. Filed by Creditor Oracle America, Inc. Hearing scheduled for 9/8/2021 at 09:00 AM at Houston. (Myers, Michael) (Entered: 04/09/2021)
04/09/2021	1535 (14 pgs)	Application for Administrative Expenses *Oracle America, Inc.'s Request for Allowance and Payment of Chapter 11 Administrative Expenses*. Objections/Request for Hearing Due in 21 days. Filed by Creditor Oracle America, Inc. Hearing scheduled for 9/8/2021 at 09:00 AM at Houston, Courtroom 404 (MI). (Myers, Michael) (Entered: 04/09/2021)
04/12/2021	1536 (6 pgs)	Application for Administrative Expenses *Claim 4802.50*. Objections/Request for Hearing Due in 21 days. Filed by Consultant LMI Advisors LLC (mmap) (Entered: 04/12/2021)
04/12/2021	1537 (1 pg)	Order Granting Motion to Appear *pro hac vice* - Michael S. Myers (Related Doc # 1534) Signed on 4/12/2021. (TylerLaws) (Entered: 04/12/2021)

04/14/2021	1538 (5 pgs)	BNC Certificate of Mailing. (Related document(s):1537 Order on Motion to Appear pro hac vice) No. of Notices: 57. Notice Date 04/14/2021. (Admin.) (Entered: 04/14/2021)
04/15/2021	1539 (3 pgs)	Certificate *Supplemental Certificate of Service re: Notice of (I) Entry of Order Approving Disclosure Statement on a Final Basis and Confirming Third Amended Joint Chapter 11 Plan of Speedcast International Limited and its Debtor Affiliates and (II) Occurrence of Effective Date* (Filed By Kurtzman Carson Consultants LLC).(Related document (s):1498 Notice) (Gershbein, Evan) (Entered: 04/15/2021)
04/16/2021	1540 (2 pgs)	Order Approving Second Fee Application of Herbert Smith Freehills, an Australian Partnership, as Special Foreign Counsel for Reorganized Debtors, for Interim Allowance of Compensation for Professional Services Rendered and Reimbursement of Actual and Necessary Expenses Incurred from 1 August 2020 Through and Including 31 October 2020 (Related Doc # 1515) Signed on 4/16/2021. (TylerLaws) (Entered: 04/16/2021)
04/18/2021	1541 (6 pgs)	BNC Certificate of Mailing. (Related document(s):1540 Order on Generic Application) No. of Notices: 57. Notice Date 04/18/2021. (Admin.) (Entered: 04/18/2021)
04/19/2021		(private) Motion 1388 terminated, per ECF Nos. 1523, 1491, and 1490. (LinhthuDo) (Entered: 04/19/2021)
04/19/2021	1542 (5 pgs)	Certificate *of Service re: Order Approving Second Fee Application of Herbert Smith Freehills, an Australian Partnership, as Special Foreign Counsel for Reorganized Debtors, for Interim Allowance of Compensation for Professional Services Rendered and Reimbursement of Actual and Necessary Expenses Incurred from 1 August 2020 Through and Including 31 October 2020* (Filed By Kurtzman Carson Consultants LLC).(Related document (s):1540 Order on Generic Application) (Gershbein, Evan) (Entered: 04/19/2021)
04/21/2021	1543 (114 pgs; 6 docs)	Notice *McKool Smith, PC's Third Interim and Final Application for Allowance and Payment of Fees and Expenses for (I) The Third Interim Period from November 1, 2020 through March 11, 2021 and (II) The Final Fee Period from May 5, 2020 through March 11, 2021*. Filed by SpeedCast International Limited (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D # 5 Proposed Order) (Sparacino, John) (Entered: 04/21/2021)
	1544 (12 pgs; 2 docs)	Amended Application for Administrative Expenses *Oracle America, Inc.'s Amended Request for Allowance and Payment of Chapter 11 Administrative Expenses*. Objections/Request for Hearing Due in 21 days. Filed by

04/23/2021		Creditor Oracle America, Inc. Hearing scheduled for 9/8/2021 at 09:00 AM at Houston, Courtroom 404 (MI). (Attachments: # 1 Proposed Order) (Myers, Michael) (Entered: 04/23/2021)
04/23/2021	1545 (5 pgs)	Certificate *of Service re: McKool Smith, PC's Third Interim and Final Application for Allowance and Payment of Fees and Expenses for (I) The Third Interim Period from November 1, 2020 Through March 11, 2021 and (II) The Final Fee Period from May 5, 2020 Through March 11, 2021* (Filed By Kurtzman Carson Consultants LLC). (Related document(s):1543 Notice) (Gershbein, Evan) (Entered: 04/23/2021)
04/23/2021	1546 (3 pgs)	Certificate *Supplemental Certificate of Service re: Notice of (I) Entry of Order Approving Disclosure Statement on a Final Basis and Confirming Third Amended Joint Chapter 11 Plan of Speedcast International Limited and its Debtor Affiliates and (II) Occurrence of Effective Date* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):1498 Notice) (Gershbein, Evan) (Entered: 04/23/2021)
04/26/2021	1547 (124 pgs; 7 docs)	Final Application for Compensation *of Husch Blackwell LLP as counsel* for The Official Committee of Unsecured Creditors, Creditor Comm. Aty, Period: 11/1/2020 to 3/11/2021, Fee: $160432.50, Expenses: $2944.20. Objections/Request for Hearing Due in 21 days. Filed by Creditor Committee The Official Committee of Unsecured Creditors (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D # 5 Exhibit E # 6 Proposed Order) (Rios, Randall) (Entered: 04/26/2021)
04/26/2021	1548 (277 pgs; 7 docs)	Final Application for Compensation *of Hogan Lovells US LLP as Counsel* for The Official Committee of Unsecured Creditors, Creditor Comm. Aty, Period: 11/1/2020 to 3/11/2021, Fee: $6428562.50, Expenses: $85520.62. Objections/Request for Hearing Due in 21 days. Filed by Creditor Committee The Official Committee of Unsecured Creditors (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D # 5 Exhibit E # 6 Exhibit F (proposed order)) (Rios, Randall) (Entered: 04/26/2021)
04/26/2021	1549 (197 pgs; 2 docs)	Final Application for Compensation *of Berkeley Research Group, LLC as Financial Advisor* for The Official Committee of Unsecured Creditors, Financial Advisor, Period: 5/9/2020 to 3/11/2021, Fee: $2579542.50, Expenses: $4151.50. Objections/Request for Hearing Due in 21 days. Filed by Creditor Committee The Official Committee of Unsecured Creditors (Attachments: # 1 Proposed Order) (Rios, Randall) (Entered: 04/26/2021)
	1550	Application / *Final Application of (I) Moelis Australia*

04/26/2021	(123 pgs; 3 docs)	*Advisory Pty Ltd and (II) Moelis & Company LLC for Allowance of Compensation for Professional Services Rendered and Reimbursement of Actual and Necessary Expenses as Investment Bankers and Financial Advisors to the Reorganized Debtors From April 23, 2020 Through March 11, 2021* Filed by Debtor SpeedCast International Limited (Attachments: # 1 Exhibits A - D # 2 Exhibit E - Proposed Order) (Perez, Alfredo) (Entered: 04/26/2021)
04/26/2021	1551 (184 pgs; 3 docs)	Application / *Third Interim Fee Application of Herbert Smith Freehills, an Australian Partnership, Special Foreign Counsel for Reorganized Debtors, for Interim Allowance of Compensation for Professional Services Rendered and Reimbursement of Actual and Necessary Expenses Incurred From 1 November 2020 Through and Including 31 January 2021* Filed by Debtor SpeedCast International Limited (Attachments: # 1 Exhibit A - Proposed Order # 2 Exhibits B-H) (Perez, Alfredo) (Entered: 04/26/2021)
04/26/2021	1552 (220 pgs; 3 docs)	Application / *Fourth and Final Fee Application of Herbert Smith Freehills, an Australian Partnership, Special Foreign Counsel for Reorganized Debtors, for Interim and Final Allowance of Compensation for Professional Services Rendered and Reimbursement of Actual and Necessary Expenses Incurred During (I) the Fourth Interim Fee Period of February 1, 2021 Through and Including March 11, 2021 and (II) the Final Compensation Period of April 23, 2020 Through and Including March 11, 2021* Filed by Debtor SpeedCast International Limited (Attachments: # 1 Exhibit A - Proposed Order # 2 Exhibits B-H) (Perez, Alfredo) (Entered: 04/26/2021)
04/26/2021	1553 (501 pgs; 3 docs)	Application / *Third Interim Fee Application of FTI Consulting, Inc., for Services and Reimbursement of Expenses as Chief Restructuring Officer and Financial Advisor to the Reorganized Debtors for the Period From November 1, 2020 Through March 11, 2021* Filed by Debtor SpeedCast International Limited (Attachments: # 1 Proposed Order # 2 Exhibits A - E) (Perez, Alfredo) (Entered: 04/26/2021)
04/26/2021	1554 (1310 pgs; 3 docs)	Application / *Final Fee Application of FTI Consulting, Inc., for Services and Reimbursement of Expenses as Chief Restructuring Officer and Financial Advisor to the Reorganized Debtors for the Period From April 23, 2020 Through March 11, 2021* Filed by Debtor SpeedCast International Limited (Attachments: # 1 Proposed Order # 2 Exhibits A - E) (Perez, Alfredo) (Entered: 04/26/2021)
	1555 (6 pgs)	Certificate *of Service re: Documents Served on or Before April 27, 2021* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):1550 Generic Application, 1551 Generic Application, 1552 Generic Application, 1553

04/28/2021		Generic Application, 1554 Generic Application) (Gershbein, Evan) (Entered: 04/28/2021)
04/28/2021	1556 (6 pgs; 2 docs)	Certificate of No Objection *to Second Interim Fee Application of Weil, Gotshal & Manges LLP, Attorneys for Reorganized Debtors, for Interim Allowance of Compensation for Professional Services Rendered and Reimbursement of Actual and Necessary Expenses Incurred from August 1, 2020 Through and Including October 31, 2020* (Filed By SpeedCast International Limited).(Related document(s):1524 Generic Application) (Attachments: # 1 Proposed Order) (Perez, Alfredo) (Entered: 04/28/2021)
04/29/2021	1557 (504 pgs; 2 docs)	Application / *Third Interim and Final Fee Application of KPMG LLP for Allowance of Compensation for Services Rendered and Reimbursement of Expenses Incurred for Tax Consulting Services to the Debtors for the Interim Period from November 1, 2020 Through March 11, 2021 and the Final Period from May 7, 2020 Through March 11, 2021* Filed by Debtor SpeedCast International Limited (Attachments: # 1 Proposed Order) (Perez, Alfredo) (Entered: 04/29/2021)
04/29/2021	1558 (5 pgs)	Certificate *of Service re: Certificate of No Objection to Second Interim Fee Application of Weil, Gotshal & Manges LLP, Attorneys for Reorganized Debtors, for Interim Allowance of Compensation for Professional Services Rendered and Reimbursement of Actual and Necessary Expenses Incurred from August 1, 2020 Through and Including October 31, 2020* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):1556 Certificate of No Objection) (Gershbein, Evan) (Entered: 04/29/2021)
04/29/2021	1559 (2 pgs)	Order Approving Second Fee Application of Weil, Gotshal & Manges LLP, as Attorneys for Reorganized Debtors, for Interim Allowance of Compensation for Professional Services Rendered and Reimbursement of Actual and Necessary Expenses Incurred from August 1, 2020 Through and Including October 31, 2020 (Related Doc # 1524) Signed on 4/29/2021. (TylerLaws) (Entered: 04/29/2021)
	1560 (5 pgs)	Certificate *of Service re: 1) Third Interim and Final Fee Application of KPMG LLP for Allowance of Compensation for Services Rendered and Reimbursement of Expenses Incurred for Tax Consulting Services to the Debtors for the Interim Period from November 1, 2020 Through March 11, 2021 and the Final Period from May 7, 2020 Through March 11, 2021; and 2) Order Approving Second Fee Application of Weil, Gotshal & Manges LLP, as Attorneys for Reorganized Debtors, for Interim Allowance of Compensation for Professional Services Rendered and Reimbursement of Actual and Necessary Expenses Incurred from August 1, 2020 Through and Including October 31,*

04/30/2021		*2020* (Filed By Kurtzman Carson Consultants LLC). (Related document(s):1557 Generic Application, 1559 Order on Generic Application) (Gershbein, Evan) (Entered: 04/30/2021)
04/30/2021	1561 (3 pgs)	Certificate *Supplemental Certificate of Service re: Notice of (I) Entry of Order Approving Disclosure Statement on a Final Basis and Confirming Third Amended Joint Chapter 11 Plan of Speedcast International Limited and its Debtor Affiliates and (II) Occurrence of Effective Date* (Filed By Kurtzman Carson Consultants LLC).(Related document (s):1498 Notice) (Gershbein, Evan) (Entered: 04/30/2021)
04/30/2021	1562 (9 pgs)	Objection / *Reorganized Debtors' Limited Objection to Inmarsat's Application for Allowance of Administrative Expense Claim* (related document(s):1532 Application for Administrative Expenses). Filed by SpeedCast International Limited (Perez, Alfredo) (Entered: 04/30/2021)
04/30/2021	1563 (4 pgs)	Declaration re: / *Declaration of David Ross* (Filed By SpeedCast International Limited).(Related document (s):1532 Application for Administrative Expenses, 1562 Objection) (Perez, Alfredo) (Entered: 04/30/2021)
05/01/2021	1564 (13 pgs)	BNC Certificate of Mailing. (Related document(s):1559 Order on Generic Application) No. of Notices: 57. Notice Date 05/01/2021. (Admin.) (Entered: 05/01/2021)
05/03/2021		Hearing Set On (Related document(s):1532 Application for Administrative Expenses) Movant to notice all interested parties and file a certificate of service with the court. **Hearing scheduled for 5/20/2021 at 09:30 AM, by telephone and video conference.** (LinhthuDo) (Entered: 05/03/2021)
05/03/2021		Hearing Reset by request (Related document(s):1532 Application for Administrative Expenses) Contacted by Jason Boland. Movant to notice all interested parties and file a certificate of service with the court. **Hearing rescheduled for 6/17/2021 at 09:00 AM, by telephone and video conference.** (LinhthuDo) (Entered: 05/03/2021)
05/03/2021	1565 (8 pgs)	Debtors Master Service List (Filed By Kurtzman Carson Consultants LLC). (Gershbein, Evan) (Entered: 05/03/2021)
05/03/2021	1566 (7 pgs)	Certificate *of Service re: 1) Reorganized Debtors' Limited Objection to Inmarsat's Application for Allowance of Administrative Expense Claim; and 2) Declaration of David Ross* (Filed By Kurtzman Carson Consultants LLC). (Related document(s):1562 Objection, 1563 Declaration) (Gershbein, Evan) (Entered: 05/03/2021)

05/03/2021	1567 (4 pgs)	Notice *of Hearing on Inmarsat Global Limited, Inmarsat Solutions B.V., Inmarsat Maritime Ventures, Ltd., Inmarsat Inc., Inmarsat Solutions (US) Inc., Inmarsat Solutions (Canada) Inc., and Inmarsat Solutions AS Norways Application for Allowance of Administrative Expense Claim*. (Related document(s):1532 Application for Administrative Expenses) Filed by Inmarsat Global Limited (Mokrzycka, Maria) (Entered: 05/03/2021)
05/04/2021	1568 (5 pgs; 2 docs)	Certificate of No Objection *to Second Interim Fee Application of KPMG LLP, for Allowance of Compensation for Services Rendered and Reimbursement of Expenses Incurred for the Interim Period From August 1, 2020 Through October 31, 2020* (Filed By SpeedCast International Limited).(Related document(s):1530 Generic Application) (Attachments: # 1 Exhibit A - Proposed Order) (Perez, Alfredo) (Entered: 05/04/2021)
05/05/2021	1569 (5 pgs)	Certificate *of Service re: Certificate of No Objection to Second Interim Fee Application of KPMG LLP, for Allowance of Compensation for Services Rendered and Reimbursement of Expenses Incurred for the Interim Period from August 1, 2020 Through October 31, 2020* (Filed By Kurtzman Carson Consultants LLC).(Related document (s):1568 Certificate of No Objection) (Gershbein, Evan) (Entered: 05/05/2021)
05/05/2021	1570 (3 pgs)	Order Granting Leave to Amend, Signed on 5/5/2021 (Related document(s):1568 Certificate of No Objection) (TylerLaws) (Entered: 05/05/2021)
05/07/2021	1571 (1135 pgs; 3 docs)	Application / *Third Interim and Final Fee Application of Weil, Gotshal & Manges LLP, Attorneys for Reorganized Debtors, for Interim and Final Allowance of Compensation for Professional Services Rendered and Reimbursement of Actual and Necessary Expenses Incurred During (I) Third Interim Fee Period of November 1, 2020 Through and Including March 11, 2021, and (II) Final Compensation Period of April 23, 2020 Through and Including March 11, 2021* Filed by Debtor SpeedCast International Limited (Attachments: # 1 Exhibit A - Proposed Order # 2 Exhibits B-H) (Perez, Alfredo) (Entered: 05/07/2021)
05/07/2021	1572 (4 pgs)	Statement / *Revised Cover Sheet for Second Interim Fee Application of KPMG LLP for Allowance of Compensation and Reimbursement of Expenses for Tax Consulting Services for the Period August 1, 2020 Through October 31, 2020* (Filed By SpeedCast International Limited). (Related document(s):1570 Generic Order) (Perez, Alfredo) (Entered: 05/07/2021)
	1573	Certificate *of Service re: Order Granting Leave to Amend*

05/07/2021	(5 pgs)	*re: Certificate of No Objection to Second Interim Fee Application of KPMG LLP, for Allowance of Compensation for Services Rendered and Reimbursement of Expenses Incurred for the Interim Period from August 1, 2020 Through October 31, 2020* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):1570 Generic Order) (Gershbein, Evan) (Entered: 05/07/2021)
05/07/2021	1574 (7 pgs)	BNC Certificate of Mailing. (Related document(s):1570 Generic Order) No. of Notices: 57. Notice Date 05/07/2021. (Admin.) (Entered: 05/07/2021)
05/10/2021	1575 (5 pgs)	Certificate *of Service re: 1) Third Interim and Final Fee Application of Weil, Gotshal & Manges LLP, Attorneys for Reorganized Debtors, for Interim and Final Allowance of Compensation for Professional Services Rendered and Reimbursement of Actual and Necessary Expenses Incurred During (I) Third Interim Fee Period of November 1, 2020 Through and Including March 11, 2021, and (II) Final Compensation Period of April 23, 2020 Through and Including March 11, 2021; and 2) Revised Cover Sheet for Second Interim Fee Application of KPMG LLP for Allowance of Compensation and Reimbursement of Expenses for Tax Consulting Services for the Period August 1, 2020 Through October 31, 2020* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):1571 Generic Application, 1572 Statement) (Gershbein, Evan) (Entered: 05/10/2021)
05/11/2021	1576 (1 pg)	Order Granting Application for Allowance and Payment of Administrative Expense Claim Filed by LMI Advisors, LLC (Related Doc # 1536) Signed on 5/11/2021. (TylerLaws) (Entered: 05/11/2021)
05/12/2021	1577 (85 pgs; 3 docs)	Emergency Motion *of Reorganized Debtors for Entry of an Order (I) Authorizing and Approving the Teleport Transaction and (II) Granting Related Relief* Filed by Debtor SpeedCast International Limited Hearing scheduled for 5/19/2021 at 02:30 PM at telephone and video conference. (Attachments: # 1 Exhibit A # 2 Exhibit B - Proposed Order) (Perez, Alfredo) (Entered: 05/12/2021)
05/12/2021	1578 (7 pgs)	Declaration re: */ Declaration of Michael Healy in Support of Emergency Motion of Reorganized Debtors for Entry of an Order (I) Authorizing and Approving the Teleport Transaction and (II) Granting Related Relief* (Filed By SpeedCast International Limited).(Related document (s):1577 Emergency Motion (with hearing date)) (Perez, Alfredo) (Entered: 05/12/2021)
	1579	BNC Certificate of Mailing. (Related document(s):1576 Order on Application for Administrative Expenses) No. of

05/13/2021	(5 pgs)	Notices: 57. Notice Date 05/13/2021. (Admin.) (Entered: 05/13/2021)
05/14/2021	1580 (11 pgs)	Certificate *of Service re: 1) Emergency Motion of Reorganized Debtors for Entry of an Order (I) Authorizing and Approving the Teleport Transaction and (II) Granting Related Relief; and 2) Declaration of Michael Healy in Support of Emergency Motion of Reorganized Debtors for Entry of an Order (I) Authorizing and Approving the Teleport Transaction and (II) Granting Related Relief* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):1577 Emergency Motion (with hearing date), 1578 Declaration) (Gershbein, Evan) (Entered: 05/14/2021)
05/17/2021	1581 (163 pgs; 4 docs)	Exhibit List, Witness List (Filed By SpeedCast International Limited).(Related document(s):1577 Emergency Motion (with hearing date)) (Attachments: # 1 Debtors' Exhibit 1 # 2 Debtors' Exhibit 2 # 3 Debtors' Exhibit 3) (Perez, Alfredo) (Entered: 05/17/2021)
05/18/2021	1582 (3 pgs)	Agenda for Hearing on 5/19/2021 (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 05/18/2021)
05/18/2021	1583 (8 pgs)	Chapter 11 Post-Confirmation Report for Quarter Ended 3/31/2021 (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 05/18/2021)
05/19/2021	1584 (7 pgs)	Certificate *of Service re: 1) Notice of Agenda of Matters Set for Video/Telephonic Hearing on May 19, 2021 at 2:30 p.m. (CST); and 2) Chapter 11 Post-Confirmation Report for Quarter Ended 3/31/2021* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):1582 Agenda, 1583 Chapter 11 Post-Confirmation Report) (Gershbein, Evan) (Entered: 05/19/2021)
05/19/2021	1585 (5 pgs; 2 docs)	Certificate of No Objection *to Third Interim and Final Application of Hogan Lovells US LLP, as Counsel to the Official Committee of Unsecured Creditors for Allowance of Compensation and Reimbursement of Expenese* (Filed By The Official Committee of Unsecured Creditors, The Official Committee of Unsecured Creditors).(Related document(s):1548 Application for Compensation) (Attachments: # 1 Exhibit A (Proposed Order)) (Million, Timothy) (Entered: 05/19/2021)
	1586 (10 pgs; 3 docs)	Certificate of No Objection *to Third and Final Application of Husch Blackwell LLP as Co-Counsel and Conflicts Counsel to the Official Committee of Unsecured Creditors for Allowance of Compensation and Reimbursement for Expenses* (Filed By The Official Committee of Unsecured Creditors, The Official Committee of Unsecured

05/19/2021		Creditors).(Related document(s):1547 Application for Compensation) (Attachments: # 1 Exhibit A (Redline of Proposed Order) # 2 Exhibit B (Proposed Order Clean)) (Million, Timothy) (Entered: 05/19/2021)
05/19/2021	1587 (1 pg)	Courtroom Minutes. Time Hearing Held: 2:30 pm - 3:09 pm. Telephonic Appearances: See attached. Additional appearances: Amanda Prugh, Xenna Davis, Jeremiah Evans and David Griffiths for the Debtors, Michael Healy, Steven Solomon for NewCom Realty, LLC. Exhibits admitted: ECF No. 1578, 1577-1. Motion 1577 granted; order signed on the record. (Related document(s):1577 Emergency Motion (with hearing date)) (TylerLaws) (Entered: 05/19/2021)
05/19/2021	1588 (5 pgs)	Order (I) Authorizing and Approving the Teleport Transaction and (II) Granting Related Relief (Related Doc # 1577) Signed on 5/19/2021. (TylerLaws) (Entered: 05/19/2021)
05/19/2021	1589 (1 pg)	PDF with attached Audio File. Court Date & Time [5/19/2021 2:27:29 PM]. File Size [20219 KB]. Run Time [00:42:07]. (admin). (Entered: 05/19/2021)
05/20/2021	1590 (4 pgs; 2 docs)	Certificate of No Objection *to McKool Smith's Third Interim and Final Application for Allowance and Payment of Fees and Expenses* (Filed By SpeedCast International Limited).(Related document(s):1543 Notice) (Attachments: # 1 Proposed Order Exhibit A - Proposed Order) (Manning, Veronica) (Entered: 05/20/2021)
05/20/2021	1591 (2 pgs)	Order Approving Third Interim and Final Application of Hogan Lovells Us LLP, as Counsel to the Official Committee of Unsecured Creditors for Allowance of Compensation and Reimbursement of Expenses for the Period from May 8, 2020 Through March 11, 2021 (Related Doc # 1548) Signed on 5/20/2021. (TylerLaws) (Entered: 05/20/2021)
05/20/2021	1592 (3 pgs)	Order Approving Third and Final Application of Husch Blackwell LLP as Co-Counsel and Conflicts Counsel to the Official Committee of Unsecured Creditors for Allowance of Compensation and Reimbursement of Expenses (Related Doc # 1547) Signed on 5/20/2021. (TylerLaws) (Entered: 05/20/2021)
05/20/2021	1593 (11 pgs)	Certificate *of Service re: Order (I) Authorizing and Approving the Teleport Transaction and (II) Granting Related Relief* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):1588 Order on Emergency Motion) (Gershbein, Evan) (Entered: 05/20/2021)

05/21/2021	1594 (2 pgs)	Order Granting McKool Smith, PC's Third Interim and Final Application for Allowance and Payment of Fees and Expenses for the (I) Third Interim Period from November 1, 2020 through March 11, 2021 and (II) Final Fee Period from May 5, 2020 through March 11, 2021, Signed on 5/21/2021 (Related document(s):1543 Notice) (TylerLaws) (Entered: 05/21/2021)
05/21/2021	1595 (9 pgs; 3 docs)	Certificate of No Objection *to (I) Third Interim Fee Application and (II) Fourth and Final Fee Application of Herbert Smith Freehills, an Australian Partnership* (Filed By SpeedCast International Limited).(Related document(s):1551 Generic Application, 1552 Generic Application) (Attachments: # 1 Exhibit A - Proposed Third Fee Order # 2 Exhibit B Proposed Fourth Fee Order) (Perez, Alfredo) (Entered: 05/21/2021)
05/21/2021	1596 (6 pgs; 2 docs)	Certificate of No Objection *to Final Application of (I) Moelis Australia Advisory Pty Ltd and (II) Moelis & Company LLC for Allowance of Compensation for Professional Services Rendered and Reimbursement of Actual and Necessary Expenses as Investment Bankers and Financial Advisors to the Reorganized Debtors From April 23, 2020 Through March 11, 2021* (Filed By SpeedCast International Limited).(Related document(s):1550 Generic Application) (Attachments: # 1 Exhibit A - Proposed Order) (Perez, Alfredo) (Entered: 05/21/2021)
05/21/2021	1597 (5 pgs)	Certificate *of Service re: Certificate of No Objection Regarding McKool Smith, PC's Third Interim and Final Application for Allowance and Payment of Fees and Expenses for the (I) Third Interim Period from November 1, 2020 Through March 11, 2021 and (II) Final Fee Period from May 5, 2020 Through March 11, 2021* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):1590 Certificate of No Objection) (Gershbein, Evan) (Entered: 05/21/2021)
05/21/2021	1598 (9 pgs)	BNC Certificate of Mailing. (Related document(s):1588 Order on Emergency Motion) No. of Notices: 57. Notice Date 05/21/2021. (Admin.) (Entered: 05/21/2021)
05/22/2021	1599 (6 pgs)	BNC Certificate of Mailing. (Related document(s):1591 Order on Application for Compensation) No. of Notices: 57. Notice Date 05/22/2021. (Admin.) (Entered: 05/22/2021)
05/22/2021	1600 (7 pgs)	BNC Certificate of Mailing. (Related document(s):1592 Order on Application for Compensation) No. of Notices: 57. Notice Date 05/22/2021. (Admin.) (Entered: 05/22/2021)

05/23/2021	1601 (6 pgs)	BNC Certificate of Mailing. (Related document(s):1594 Generic Order) No. of Notices: 57. Notice Date 05/23/2021. (Admin.) (Entered: 05/23/2021)
05/24/2021	1602 (6 pgs)	Certificate *of Service re: 1) Order Granting McKool Smith, PC's Third Interim and Final Application for Allowance and Payment of Fees and Expenses for the (I) Third Interim Period from November 1, 2020 Through March 11, 2021 and (II) Final Fee Period from May 5, 2020 Through March 11, 2021; 2) Certificate of No Objection to (I) Third Interim Fee Application and (II) Fourth and Final Fee Application of Herbert Smith Freehills, an Australian Partnership; and 3) Certificate of No Objection to Final Application of (I) Moelis Australia Advisory Pty Ltd and (II) Moelis & Company LLC for Allowance of Compensation for Professional Services Rendered and Reimbursement of Actual and Necessary Expenses as Investment Bankers and Financial Advisors to the Reorganized Debtors from April 23, 2020 Through March 11, 2021* (Filed By Kurtzman Carson Consultants LLC). (Related document(s):1594 Generic Order, 1595 Certificate of No Objection, 1596 Certificate of No Objection) (Gershbein, Evan) (Entered: 05/24/2021)
05/24/2021	1603 (2 pgs)	Order Approving Third Fee Application of Herbert Smith Freehills, an Australian Partnership, as Special Foreign Counsel for Reorganized Debtors, for Interim Allowance of Compensation for Professional Services Rendered and Reimbursement of Actual and Necessary Expenses Incurred From 1 November 2020 Through and Including 31 January 2021 (Related Doc # 1551) Signed on 5/24/2021. (TylerLaws) (Entered: 05/24/2021)
05/24/2021	1604 (2 pgs)	Order Approving Fourth and Final Fee Application of Herbert Smith Freehills, an Australian Partnership, Special Foreign Counsel for Reorganized Debtors, for Interim and Final Allowance of Compensation for Professional Services Rendered and Reimbursement of Actual and Necessary Expenses Incurred During (I) the Fourth Interim Fee Period of February 1, 2021 Through and Including March 11, 2021 and (II) the Final Compensation Period of April 23, 2020 Through and Including March 11, 2021 (Related Doc # 1552) Signed on 5/24/2021. (TylerLaws) (Entered: 05/24/2021)
05/24/2021	1605 (2 pgs)	Order Granting Final Application of (I) Moelis Australia Advisory Pty Ltd and (II) Moelis & Company LLC for Allowance of Compensation for Professional Services Rendered and Reimbursement of Actual and Necessary Expenses as Investment Bankers and Financial Advisors to the Reorganized Debtors From April 23, 2020 Through March 11, 2021 (Related Doc # 1550) Signed on 5/24/2021. (TylerLaws) (Entered: 05/24/2021)

05/25/2021	1606 (6 pgs)	Certificate *of Service re: 1) Order Approving Third Fee Application of Herbert Smith Freehills, an Australian Partnership, as Special Foreign Counsel for Reorganized Debtors, for Interim Allowance of Compensation for Professional Services Rendered and Reimbursement of Actual and Necessary Expenses Incurred from 1 November 2020 Through and Including 31 January 2021; 2) Order Approving Fourth and Final Fee Application of Herbert Smith Freehills, an Australian Partnership, Special Foreign Counsel for Reorganized Debtors, for Interim and Final Allowance of Compensation for Professional Services Rendered and Reimbursement of Actual and Necessary Expenses Incurred During (I) the Fourth Interim Fee Period of February 1, 2021 Through and Including March 11, 2021 and (II) the Final Compensation Period of April 23, 2020 Through and Including March 11, 2021; and 3) Order Granting Final Application of (I) Moelis Australia Advisory Pty Ltd and (II) Moelis & Company LLC for Allowance of Compensation for Professional Services Rendered and Reimbursement of Actual and Necessary Expenses as Investment Bankers and Financial Advisors to the Reorganized Debtors from April 23, 2020 Through March 11, 2021* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):1603 Order on Generic Application, 1604 Order on Generic Application, 1605 Order on Generic Application) (Gershbein, Evan) (Entered: 05/25/2021)
05/26/2021	1607 (2 pgs)	Order Approving Second Interim Fee Application of KPMG LLP, for Allowance of Compensation for Services Rendered and Reimbursement of Expenses Incurred for the Interim Period August 1, 2020 Through October 31, 2020 (Related Doc # 1530) Signed on 5/26/2021. (TylerLaws) (Entered: 05/26/2021)
05/26/2021	1608 (2 pgs)	Order Granting Final Fee Application of Berkeley Research Group, LLC for Allowance of Compensation for Services Rendered and Reimbursement of Expenses as Financial Advisor to the Official Committee of Unsecured Creditors for the Period from May 9, 2020 Through March 11, 2021 (Related Doc # 1549) Signed on 5/26/2021. (TylerLaws) (Entered: 05/26/2021)
05/26/2021	1609 (2 pgs)	Order Approving Third Fee Application of FTI Consulting, Inc., for Services and Reimbursement of Expenses as Chief Restructuring Officer and Financial Advisor to the Reorganized Debtors for the Period November 1, 2020 Through March 11, 2021 (Related Doc # 1553) Signed on 5/26/2021. (TylerLaws) (Entered: 05/26/2021)
	1610 (2 pgs)	Order Approving Final Fee Application of FTI Consulting, Inc., for Services and Reimbursement of Expenses as Chief Restructuring Officer and Financial Advisor to the

05/26/2021		Reorganized Debtors for the Period from April 23, 2020 Through March 11, 2021 (Related Doc # 1554) Signed on 5/26/2021. (TylerLaws) (Entered: 05/26/2021)
05/26/2021	1611 (6 pgs)	BNC Certificate of Mailing. (Related document(s):1603 Order on Generic Application) No. of Notices: 57. Notice Date 05/26/2021. (Admin.) (Entered: 05/26/2021)
05/26/2021	1612 (6 pgs)	BNC Certificate of Mailing. (Related document(s):1604 Order on Generic Application) No. of Notices: 57. Notice Date 05/26/2021. (Admin.) (Entered: 05/26/2021)
05/26/2021	1613 (6 pgs)	BNC Certificate of Mailing. (Related document(s):1605 Order on Generic Application) No. of Notices: 57. Notice Date 05/26/2021. (Admin.) (Entered: 05/26/2021)
05/27/2021	1614 (6 pgs)	Certificate *of Service re: 1) Order Approving Second Interim Fee Application of KPMG LLP, for Allowance of Compensation for Services Rendered and Reimbursement of Expenses Incurred for the Interim Period August 1, 2020 Through October 31, 2020; 2) Order Approving Third Fee Application of FTI Consulting, Inc., for Services and Reimbursement of Expenses as Chief Restructuring Officer and Financial Advisor to the Reorganized Debtors for the Period November 1, 2020 Through March 11, 2021; and 3) Order Approving Final Fee Application of FTI Consulting, Inc., for Services and Reimbursement of Expenses as Chief Restructuring Officer and Financial Advisor to the Reorganized Debtors for the Period from April 23, 2020 Through March 11, 2021* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):1607 Order on Generic Application, 1609 Order on Generic Application, 1610 Order on Generic Application) (Gershbein, Evan) (Entered: 05/27/2021)
05/28/2021	1615 (2 pgs)	Order Granting Third Interim and Final Fee Application of KPMG LLP for Allowance of Compensation for Services Rendered and Reimbursement of Expenses for Tax Consulting Services to the Reorganized Debtors for the Interim Period from November 1, 2020 Through March 11, 2021 and the Final Period from May 7, 2020 Through March 11, 2021 (Related Doc # 1557) Signed on 5/28/2021. (TylerLaws) (Entered: 05/28/2021)
05/28/2021	1616 (6 pgs)	BNC Certificate of Mailing. (Related document(s):1607 Order on Generic Application) No. of Notices: 57. Notice Date 05/28/2021. (Admin.) (Entered: 05/29/2021)
05/28/2021	1617 (6 pgs)	BNC Certificate of Mailing. (Related document(s):1608 Order on Application for Compensation) No. of Notices: 57. Notice Date 05/28/2021. (Admin.) (Entered: 05/29/2021)

05/28/2021	1618 (6 pgs)	BNC Certificate of Mailing. (Related document(s):1609 Order on Generic Application) No. of Notices: 57. Notice Date 05/28/2021. (Admin.) (Entered: 05/29/2021)
05/28/2021	1619 (6 pgs)	BNC Certificate of Mailing. (Related document(s):1610 Order on Generic Application) No. of Notices: 57. Notice Date 05/28/2021. (Admin.) (Entered: 05/29/2021)
05/30/2021	1620 (6 pgs)	BNC Certificate of Mailing. (Related document(s):1615 Order on Generic Application) No. of Notices: 57. Notice Date 05/30/2021. (Admin.) (Entered: 05/30/2021)
06/01/2021	1621 (5 pgs)	Certificate *of Service re: Order Granting Third Interim and Final Fee Application of KPMG LLP for Allowance of Compensation for Services Rendered and Reimbursement of Expenses for Tax Consulting Services to the Reorganized Debtors for the Interim Period from November 1, 2020 Through March 11, 2021 and the Final Period from May 7, 2020 Through March 11, 2021* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):1615 Order on Generic Application) (Gershbein, Evan) (Entered: 06/01/2021)
06/02/2021	1622 (7 pgs; 2 docs)	Certificate of No Objection *to Third Interim and Final Fee Application of Weil, Gotshal & Manges LLP, Attorneys for Reorganized Debtors, for Interim and Final Allowance of Compensation for Professional Services Rendered and Reimbursement of Actual and Necessary Expenses Incurred During (I) Third Interim Fee Period of November 1, 2020 Through and Including March 11, 2021, and (II) Final Compensation Period of April 23, 2020 Through and Including March 11, 2021* (Filed By SpeedCast International Limited).(Related document(s):1571 Generic Application) (Attachments: # 1 Ex. A - Proposed Order) (Perez, Alfredo) (Entered: 06/02/2021)
06/02/2021	1623 (8 pgs)	Debtors Master Service List (Filed By Kurtzman Carson Consultants LLC). (Gershbein, Evan) (Entered: 06/02/2021)
06/03/2021	1624 (5 pgs)	Certificate *of Service re: Certificate of No Objection to Third Interim and Final Fee Application of Weil, Gotshal & Manges LLP, Attorneys for Reorganized Debtors, for Interim and Final Allowance of Compensation for Professional Services Rendered and Reimbursement of Actual and Necessary Expenses Incurred During (I) Third Interim Fee Period of November 1, 2020 Through and Including March 11, 2021, and (II) Final Compensation Period of April 23, 2020 Through and Including March 11, 2021* (Filed By Kurtzman Carson Consultants LLC). (Related document(s):1622 Certificate of No Objection) (Gershbein, Evan) (Entered: 06/03/2021)

06/07/2021	1625 (3 pgs)	Order Approving Third and Final Fee Application of Weil, Gotshal & Manges LLP, Attorneys for Reorganized Debtors, for Interim and Final Allowance of Compensation for Professional Services Rendered and Reimbursement of Actual and Necessary Expenses Incurred During (I) Third Interim Fee Period of November 1, 2020 Through and Including March 11, 2021, and (II) Final Compensation Period of April 23, 2020 Through and Including March 11, 2021 (Related Doc # 1571) Signed on 6/7/2021. (TylerLaws) (Entered: 06/07/2021)
06/08/2021	1626 (5 pgs)	Certificate *of Service re: Order Approving Third and Final Fee Application of Weil, Gotshal & Manges LLP, Attorneys for Reorganized Debtors, for Interim and Final Allowance of Compensation for Professional Services Rendered and Reimbursement of Actual and Necessary Expenses Incurred During (I) Third Interim Fee Period of November 1, 2020 Through and Including March 11, 2021, and (II) Final Compensation Period of April 23, 2020 Through and Including March 11, 2021* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):1625 Order on Generic Application) (Gershbein, Evan) (Entered: 06/08/2021)
06/09/2021	1627 (7 pgs)	BNC Certificate of Mailing. (Related document(s):1625 Order on Generic Application) No. of Notices: 57. Notice Date 06/09/2021. (Admin.) (Entered: 06/09/2021)
06/14/2021	1628 (5 pgs)	Stipulation By SpeedCast International Limited and Inmarsat. Does this document include an agreed order or otherwise request that the judge sign a document? No. (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 06/14/2021)
06/14/2021	1629 (20 pgs; 2 docs)	Response *Inmarsat Response to Reorganized Debtors' Limited Objection to Application for Allowance of Administrative Expense Claim* (related document(s):1532 Application for Administrative Expenses). Filed by Inmarsat Global Limited (Attachments: # 1 Declaration of Steven Burnett) (Boland, Jason) (Entered: 06/14/2021)
06/14/2021	1630 (8 pgs; 2 docs)	Emergency Motion *for Authorization to File Exhibits to the Declaration of Steve Burnett Under Seal* Filed by Creditor Inmarsat Global Limited Hearing scheduled for 6/17/2021 at 09:00 AM at telephone and video conference. (Attachments: # 1 Proposed Order) (Boland, Jason) (Entered: 06/14/2021)
06/14/2021	1631	Receipt of Sealed Document retained in Clerk's office. (jdav) (Entered: 06/14/2021)
	1632	Exhibit List, Witness List (Filed By SpeedCast

06/15/2021	(30 pgs; 10 docs)	International Limited).(Related document(s):1532 Application for Administrative Expenses, 1562 Objection) (Attachments: # 1 Debtors' Exhibit 1 # 2 Debtors' Exhibit 2 # 3 Debtors' Exhibit 3 # 4 Debtors' Exhibit 4 # 5 Debtors' Exhibit 5 # 6 Debtors' Exhibit 6 # 7 Debtors' Exhibit 7 # 8 Debtors' Exhibit 8 # 9 Debtors' Exhibit 9) (Perez, Alfredo) (Entered: 06/15/2021)
06/15/2021	1633 (12 pgs; 2 docs)	Emergency Motion / *Unopposed Emergency Motion for Entry of an Order Authorizing Reorganized Debtors to File Confidential Documents Under Seal* Filed by Debtor SpeedCast International Limited (Attachments: # 1 Exhibit A - Proposed Order) (Perez, Alfredo) (Entered: 06/15/2021)
06/15/2021	1634 (27 pgs; 10 docs)	Witness List, Exhibit List (Filed By Inmarsat Global Limited).(Related document(s):1532 Application for Administrative Expenses, 1562 Objection, 1567 Notice, 1629 Response, 1630 Emergency Motion (with hearing date), 1631 Receipt of Sealed Document placed in vault) (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6 # 7 Exhibit 7 # 8 Exhibit 8 # 9 Exhibit 9) (Boland, Jason) (Entered: 06/15/2021)
06/15/2021	1635	Receipt of Sealed Document retained in Clerk's office. (hler) (Entered: 06/15/2021)
06/16/2021	1636 (7 pgs)	Certificate *of Service re: Joint Status Update for June 17, 2021 Hearing* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):1628 Stipulation) (Gershbein, Evan) (Entered: 06/16/2021)
06/16/2021	1637 (7 pgs)	Certificate *of Service re: 1) Reorganized Debtors Witness and Exhibit List for June 17, 2021 Video/Telephonic Hearing on Inmarsats Application for Allowance of Administrative Expense Claim; and 2) Unopposed Emergency Motion for Entry of an Order Authorizing Reorganized Debtors to File Confidential Documents Under Seal* (Filed By Kurtzman Carson Consultants LLC). (Related document(s):1632 Exhibit List, Witness List, 1633 Emergency Motion) (Gershbein, Evan) (Entered: 06/16/2021)
	1638 (1 pg)	Courtroom Minutes. Time Hearing Held: 9:00 am - 9:43 am. Telephonic Appearances: See attached. The motions to seal 1630, 1633 are granted on the record, order to be entered. Joint stipulation to be filed by the parties regarding 1532 by 9:00 am on 6/23/21, hearing continued to 6/24/21 at 4:00 pm (Related document(s):1532 Application for Administrative Expenses, 1630 Emergency Motion (with hearing date), 1633 Emergency Motion) **Hearing scheduled for 6/24/2021 at 04:00 PM at telephone and**

06/17/2021		**video conference.** (TylerLaws) (Entered: 06/17/2021)
06/17/2021	1639 (1 pg)	PDF with attached Audio File. Court Date & Time [6/17/2021 8:57:26 AM]. File Size [22280 KB]. Run Time [00:46:25]. (admin). (Entered: 06/17/2021)
06/23/2021	1640 (9 pgs)	Stipulation By SpeedCast International Limited and Inmarsat. Does this document include an agreed order or otherwise request that the judge sign a document? No. (Filed By SpeedCast International Limited).(Related document(s):1532 Application for Administrative Expenses, 1562 Objection, 1563 Declaration, 1629 Response) (Perez, Alfredo) (Entered: 06/23/2021)
06/23/2021	1641 (10 pgs)	Statement / *Supplement to Reorganized Debtors' Limited Objection to Inmarsat's Application for Allowance of Administrative Expense Claim* (Filed By SpeedCast International Limited).(Related document(s):1562 Objection, 1629 Response) (Perez, Alfredo) (Entered: 06/23/2021)
06/23/2021	1642 (12 pgs)	Declaration re: / *Supplemental Declaration of David Ross* (Filed By SpeedCast International Limited).(Related document(s):1562 Objection, 1641 Statement) (Perez, Alfredo) (Entered: 06/23/2021)
06/23/2021	1643 (21 pgs; 3 docs)	Exhibit List, Witness List (Filed By SpeedCast International Limited).(Related document(s):1532 Application for Administrative Expenses, 1562 Objection) (Attachments: # 1 Debtors' Exhibit 10 # 2 Debtors' Exhibit 11) (Perez, Alfredo) (Entered: 06/23/2021)
06/24/2021	1644 (7 pgs)	Certificate *of Service re: Documents Served on June 23, 2021* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):1640 Stipulation, 1641 Statement, 1642 Declaration, 1643 Exhibit List, Witness List) (Gershbein, Evan) (Entered: 06/24/2021)
06/24/2021	1645 (1 pg)	Courtroom Minutes. Time Hearing Held: 4:01 pm - 4:59 pm. Appearances: See attached. Arguments heard. The Court takes this matter under advisement. (Related document(s):1532 Application for Administrative Expenses) (LinhthuDo) (Entered: 06/24/2021)
06/24/2021	1646 (1 pg)	PDF with attached Audio File. Court Date & Time [6/24/2021 3:54:33 PM]. File Size [30975 KB]. Run Time [01:04:32]. (admin). (Entered: 06/24/2021)
	1647 (15 pgs; 3 docs)	Motion to Extend Time *to File Proof of Claim*, Motion to Allow Claims *as Timely Filed*. Objections/Request for Hearing Due in 21 days. Filed by Creditor The Burchell

06/29/2021		Group, Inc. Hearing scheduled for 8/4/2021 at 09:00 AM at telephone and video conference. (Attachments: # 1 Affidavit Declaration of Jamie Burchell # 2 Proposed Order) (Probus, Matthew) (Entered: 06/29/2021)
07/01/2021	1648 (18 pgs; 3 docs)	Emergency Motion *of Reorganized Debtors for an Order Extending Deadline to Object to Claims* Filed by Debtor SpeedCast International Limited Hearing scheduled for 7/8/2021 at 11:30 AM at telephone and video conference. (Attachments: # 1 Exhibit A - Healy Declaration # 2 Exhibit B - Proposed Order) (Perez, Alfredo) (Entered: 07/01/2021)
07/01/2021	1649 (8 pgs)	Debtors Master Service List (Filed By Kurtzman Carson Consultants LLC). (Gershbein, Evan) (Entered: 07/01/2021)
07/02/2021	1650 (87 pgs)	Certificate *of Service re: Emergency Motion of Reorganized Debtors for an Order Extending Deadline to Object to Claims* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):1648 Emergency Motion (with hearing date)) (Gershbein, Evan) (Entered: 07/02/2021)
07/06/2021	1651 (27 pgs; 3 docs)	Exhibit List, Witness List (Filed By SpeedCast International Limited).(Related document(s):1648 Emergency Motion (with hearing date)) (Attachments: # 1 Reorganized Debtors' Exhibit 1 # 2 Reorganized Debtors' Exhibit 2) (Perez, Alfredo) (Entered: 07/06/2021)
07/07/2021	1652 (2 pgs)	Order Authorizing Inmarsat Global Limited, Inmarsat Solutions B.V., Inmarsat Maritime Ventures LTD., Inmarsat Inc., Inmarsat Solutions (US) Inc., Inmarsat Solutions (Canada) Inc., and Inmarsat Solutions as Norway to File Exhibits to the Declaration of Steven Burnett Under Seal (Related Doc # 1630) Signed on 7/7/2021. (TylerLaws) (Entered: 07/07/2021)
07/07/2021	1653 (3 pgs)	Agenda for Hearing on 7/8/2021 (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 07/07/2021)
07/07/2021	1654 (3 pgs)	Order Authorizing Reorganized Debtors to File Confidential Documents Under Seal (Related Doc # 1633) Signed on 7/7/2021. (TylerLaws) (Entered: 07/07/2021)
07/07/2021	1655 (7 pgs)	Certificate *of Service re Reorganized Debtors Exhibit List for July 8, 2021 Video/Telephonic Hearing on Emergency Motion of Reorganized Debtors for an Order Extending Deadline to Object to Claims* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):1651 Exhibit List, Witness List) (Gershbein, Evan) (Entered: 07/07/2021)

07/07/2021	1656 (7 pgs)	Certificate *of Service re 1) Notice of Agenda of Matters Set for Video/Telephonic Hearing on July 8, 2021 at 11:30 a.m. (CT); and 2) Order Authorizing Reorganized Debtors to File Confidential Documents Under Seal* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):1653 Agenda, 1654 Order on Emergency Motion) (Gershbein, Evan) (Entered: 07/07/2021)
07/08/2021	1657 (1 pg)	Courtroom Minutes. Time Hearing Held: 11:30 am - 11:42 am. Telephonic Appearances: See attached. Exhibits admitted: ECF No. 1651-2. Motion 1648 granted, order signed on the record. (Related document(s):1648 Emergency Motion (with hearing date)) (TylerLaws) Modified on 7/8/2021 (TylerLaws). (Entered: 07/08/2021)
07/08/2021	1658 (2 pgs)	Order Extending Deadline to Object to Claims (Related Doc # 1648) Signed on 7/8/2021. (TylerLaws) (Entered: 07/08/2021)
07/08/2021	1659 (1 pg)	PDF with attached Audio File. Court Date & Time [7/8/2021 11:28:48 AM]. File Size [6648 KB]. Run Time [00:13:51]. (admin). (Entered: 07/08/2021)
07/09/2021	1660 (6 pgs)	BNC Certificate of Mailing. (Related document(s):1652 Order on Emergency Motion) No. of Notices: 58. Notice Date 07/09/2021. (Admin.) (Entered: 07/09/2021)
07/09/2021	1661 (7 pgs)	BNC Certificate of Mailing. (Related document(s):1654 Order on Emergency Motion) No. of Notices: 58. Notice Date 07/09/2021. (Admin.) (Entered: 07/09/2021)
07/10/2021	1662 (6 pgs)	BNC Certificate of Mailing. (Related document(s):1658 Order on Emergency Motion) No. of Notices: 58. Notice Date 07/10/2021. (Admin.) (Entered: 07/10/2021)
07/13/2021	1663 (70 pgs)	Certificate *of Service re Order Extending Deadline to Object to Claims* (Filed By Kurtzman Carson Consultants LLC). (Related document(s):1658 Order on Emergency Motion) (Gershbein, Evan) (Entered: 07/13/2021)
07/29/2021		Hearing Reset by agreement (Related document(s):1647 Motion to Extend Time, Motion to Allow Claims) Contacted by Matthew Probus and Brenda Funk. Movant to notice all interested parties and file a certificate of service with the court. **Hearing rescheduled for 8/23/2021 at 09:00 AM, by telephone and video conference.** (LinhthuDo) (Entered: 07/29/2021)
07/29/2021		(private) Deadlines terminated. (LinhthuDo) (Entered: 07/29/2021)

07/29/2021	1664 (1 pg)	Notice *of Reset Hearing*. (Related document(s):1647 Motion to Extend Time, Motion to Allow Claims) Filed by The Burchell Group, Inc. (Probus, Matthew) (Entered: 07/29/2021)
07/29/2021	1665 (1 pg)	Certificate *of Service of Notice of Reset Hearing* (Filed By The Burchell Group, Inc.).(Related document(s):1647 Motion to Extend Time, Motion to Allow Claims) (Probus, Matthew) (Entered: 07/29/2021)
08/03/2021	1666 (8 pgs)	Debtors Master Service List (Filed By Kurtzman Carson Consultants LLC). (Gershbein, Evan) (Entered: 08/03/2021)
08/03/2021	1667 (4 pgs)	Chapter 11 Post-Confirmation Report for Quarter Ended 6/30/2021 (Filed By SpeedCast Communications, Inc.). (Perez, Alfredo) (Entered: 08/03/2021)
08/03/2021	1668 (4 pgs)	Chapter 11 Post-Confirmation Report for Quarter Ended 6/30/2021 (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 08/03/2021)
08/03/2021	1669 (4 pgs)	Chapter 11 Post-Confirmation Report for Quarter Ended 6/30/2021 (Filed By SpeedCast UK Holdings Limited). (Perez, Alfredo) (Entered: 08/03/2021)
08/03/2021	1670 (4 pgs)	Chapter 11 Post-Confirmation Report for Quarter Ended 6/30/2021 (Filed By CapRock UK Limited). (Perez, Alfredo) (Entered: 08/03/2021)
08/03/2021	1671 (4 pgs)	Chapter 11 Post-Confirmation Report for Quarter Ended 6/30/2021 (Filed By CapRock Communications Pte. Ltd.). (Perez, Alfredo) (Entered: 08/03/2021)
08/03/2021	1672 (4 pgs)	Chapter 11 Post-Confirmation Report for Quarter Ended 6/30/2021 (Filed By Speedcast Cyprus Ltd.). (Perez, Alfredo) (Entered: 08/03/2021)
08/03/2021	1673 (4 pgs)	Chapter 11 Post-Confirmation Report for Quarter Ended 6/30/2021 (Filed By SpeedCast Limited). (Perez, Alfredo) (Entered: 08/03/2021)
08/03/2021	1674 (4 pgs)	Chapter 11 Post-Confirmation Report for Quarter Ended 6/30/2021 (Filed By SpeedCast Group Holdings Pty Ltd). (Perez, Alfredo) (Entered: 08/03/2021)
08/03/2021	1675 (4 pgs)	Chapter 11 Post-Confirmation Report for Quarter Ended 6/30/2021 (Filed By SpaceLink Systems, LLC). (Perez, Alfredo) (Entered: 08/03/2021)
	1676	Chapter 11 Post-Confirmation Report for Quarter Ended

08/03/2021	(4 pgs)	6/30/2021 (Filed By SpeedCast Australia Pty Limited). (Perez, Alfredo) (Entered: 08/03/2021)
08/03/2021	1677 (4 pgs)	Chapter 11 Post-Confirmation Report for Quarter Ended 6/30/2021 (Filed By Satellite Communications Australia Pty Ltd). (Perez, Alfredo) (Entered: 08/03/2021)
08/03/2021	1678 (4 pgs)	Chapter 11 Post-Confirmation Report for Quarter Ended 6/30/2021 (Filed By Oceanic Broadband Solutions Pty Ltd). (Perez, Alfredo) (Entered: 08/03/2021)
08/03/2021	1679 (4 pgs)	Chapter 11 Post-Confirmation Report for Quarter Ended 6/30/2021 (Filed By SpeedCast Managed Services Pty Limited). (Perez, Alfredo) (Entered: 08/03/2021)
08/03/2021	1680 (4 pgs)	Chapter 11 Post-Confirmation Report for Quarter Ended 6/30/2021 (Filed By Maritime Communication Services, Inc.). (Perez, Alfredo) (Entered: 08/03/2021)
08/03/2021	1681 (4 pgs)	Chapter 11 Post-Confirmation Report for Quarter Ended 6/30/2021 (Filed By Telaurus Communications LLC). (Perez, Alfredo) (Entered: 08/03/2021)
08/03/2021	1682 (4 pgs)	Chapter 11 Post-Confirmation Report for Quarter Ended 6/30/2021 (Filed By CCI Services Corp.). (Perez, Alfredo) (Entered: 08/03/2021)
08/03/2021	1683 (4 pgs)	Chapter 11 Post-Confirmation Report for Quarter Ended 6/30/2021 (Filed By HCT Acquisition, LLC). (Perez, Alfredo) (Entered: 08/03/2021)
08/03/2021	1684 (4 pgs)	Chapter 11 Post-Confirmation Report for Quarter Ended 6/30/2021 (Filed By Cosmos Holdings Acquisition Corp.). (Perez, Alfredo) (Entered: 08/03/2021)
08/03/2021	1685 (4 pgs)	Chapter 11 Post-Confirmation Report for Quarter Ended 6/30/2021 (Filed By Globecomm Network Services Corporation). (Perez, Alfredo) (Entered: 08/03/2021)
08/03/2021	1686 (4 pgs)	Chapter 11 Post-Confirmation Report for Quarter Ended 6/30/2021 (Filed By Hermes Datacommunications International Limited). (Perez, Alfredo) (Entered: 08/03/2021)
08/03/2021	1687 (4 pgs)	Chapter 11 Post-Confirmation Report for Quarter Ended 6/30/2021 (Filed By SpeedCast Singapore Pte. Ltd.). (Perez, Alfredo) (Entered: 08/03/2021)
	1688	Chapter 11 Post-Confirmation Report for Quarter Ended 6/30/2021 (Filed By SpaceLink Systems II, LLC). (Perez,

08/03/2021	(4 pgs)	Alfredo) (Entered: 08/03/2021)
08/03/2021	1689 (4 pgs)	Chapter 11 Post-Confirmation Report for Quarter Ended 6/30/2021 (Filed By CapRock Comunicacoes do Brasil Ltda.). (Perez, Alfredo) (Entered: 08/03/2021)
08/03/2021	1690 (4 pgs)	Chapter 11 Post-Confirmation Report for Quarter Ended 6/30/2021 (Filed By CapRock Participacoes do Brasil Ltda.). (Perez, Alfredo) (Entered: 08/03/2021)
08/03/2021	1691 (4 pgs)	Chapter 11 Post-Confirmation Report for Quarter Ended 6/30/2021 (Filed By Speedcast Canada Limited). (Perez, Alfredo) (Entered: 08/03/2021)
08/03/2021	1692 (4 pgs)	Chapter 11 Post-Confirmation Report for Quarter Ended 6/30/2021 (Filed By CapRock Communications (Australia) Pty Ltd). (Perez, Alfredo) (Entered: 08/03/2021)
08/03/2021	1693 (4 pgs)	Chapter 11 Post-Confirmation Report for Quarter Ended 6/30/2021 (Filed By SpeedCast Norway AS). (Perez, Alfredo) (Entered: 08/03/2021)
08/03/2021	1694 (4 pgs)	Chapter 11 Post-Confirmation Report for Quarter Ended 6/30/2021 (Filed By Globecomm Europe B.V.). (Perez, Alfredo) (Entered: 08/03/2021)
08/03/2021	1695 (4 pgs)	Chapter 11 Post-Confirmation Report for Quarter Ended 6/30/2021 (Filed By NewCom International, Inc.). (Perez, Alfredo) (Entered: 08/03/2021)
08/03/2021	1696 (4 pgs)	Chapter 11 Post-Confirmation Report for Quarter Ended 6/30/2021 (Filed By Evolution Communications Group Limited). (Perez, Alfredo) (Entered: 08/03/2021)
08/03/2021	1697 (4 pgs)	Chapter 11 Post-Confirmation Report for Quarter Ended 6/30/2021 (Filed By Speedcast Netherlands B.V.). (Perez, Alfredo) (Entered: 08/03/2021)
08/03/2021	1698 (4 pgs)	Chapter 11 Post-Confirmation Report for Quarter Ended 6/30/2021 (Filed By SpeedCast Americas, Inc.). (Perez, Alfredo) (Entered: 08/03/2021)
08/03/2021	1699 (4 pgs)	Chapter 11 Post-Confirmation Report for Quarter Ended 6/30/2021 (Filed By SpeedCast France SAS). (Perez, Alfredo) (Entered: 08/03/2021)
	1700 (9 pgs)	Certificate *of Service re: Documents Served on August 4, 2021* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):1667 Chapter 11 Post-Confirmation Report, 1668 Chapter 11 Post-Confirmation Report, 1669 Chapter 11 Post-

08/05/2021		Confirmation Report, 1670 Chapter 11 Post-Confirmation Report, 1671 Chapter 11 Post-Confirmation Report, 1672 Chapter 11 Post-Confirmation Report, 1673 Chapter 11 Post-Confirmation Report, 1674 Chapter 11 Post-Confirmation Report, 1675 Chapter 11 Post-Confirmation Report, 1676 Chapter 11 Post-Confirmation Report, 1677 Chapter 11 Post-Confirmation Report, 1678 Chapter 11 Post-Confirmation Report, 1679 Chapter 11 Post-Confirmation Report, 1680 Chapter 11 Post-Confirmation Report, 1681 Chapter 11 Post-Confirmation Report, 1682 Chapter 11 Post-Confirmation Report, 1683 Chapter 11 Post-Confirmation Report, 1684 Chapter 11 Post-Confirmation Report, 1685 Chapter 11 Post-Confirmation Report, 1686 Chapter 11 Post-Confirmation Report, 1687 Chapter 11 Post-Confirmation Report, 1688 Chapter 11 Post-Confirmation Report, 1689 Chapter 11 Post-Confirmation Report, 1690 Chapter 11 Post-Confirmation Report, 1691 Chapter 11 Post-Confirmation Report, 1692 Chapter 11 Post-Confirmation Report, 1693 Chapter 11 Post-Confirmation Report, 1694 Chapter 11 Post-Confirmation Report, 1695 Chapter 11 Post-Confirmation Report, 1696 Chapter 11 Post-Confirmation Report, 1697 Chapter 11 Post-Confirmation Report, 1698 Chapter 11 Post-Confirmation Report, 1699 Chapter 11 Post-Confirmation Report) (Gershbein, Evan) (Entered: 08/05/2021)
08/05/2021	1701 (30 pgs; 2 docs)	Motion *of Reorganized Debtors for Entry of an Order (I) Approving Omnibus Claims Objections Procedures and Filing of Substantive Omnibus Claims Objections, (II) Waiving The Requirement of Bankruptcy Rule 3007(E)(6) and (III) Granting Related Relief* Filed by Debtor SpeedCast International Limited (Attachments: # 1 Exhibit A - Proposed Order) (Perez, Alfredo) (Entered: 08/05/2021)
08/09/2021	1702 (7 pgs)	Certificate *of Service re: Motion of Reorganized Debtors for Entry of an Order (I) Approving Omnibus Claims Objections Procedures and Filing of Substantive Omnibus Claims Objections, (II) Waiving the Requirement of Bankruptcy Rule 3007(e)(6) and (III) Granting Related Relief* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):1701 Generic Motion) (Gershbein, Evan) (Entered: 08/09/2021)
08/12/2021	1703 (1 pg)	Response (related document(s):1658 Order on Emergency Motion). (sgue) (Entered: 08/13/2021)
08/20/2021	1704	*Notice of Cancellation of Hearing.* (Related document(s):1647 Motion to Extend Time, Motion to Allow Claims) Contacted by Matthew Probus. The hearing scheduled for 8/23/2021 at 09:00 AM is *canceled,* by agreement. (LinhthuDo) (Entered: 08/20/2021)
		(private) Deadline 1647 terminated. (LinhthuDo) (Entered:

08/20/2021		08/20/2021)
08/26/2021	1705 (2 pgs)	Order Granting Amended Request for Allowance and Payment of Chapter 11 Administrative Expenses Filed by Oracle America, Inc. (Related Doc # 1544) Signed on 8/26/2021. (TylerLaws) (Entered: 08/26/2021)
08/26/2021		(private) Motion 1535 terminated. (LinhthuDo) (Entered: 08/26/2021)
08/28/2021	1706 (14 pgs)	BNC Certificate of Mailing. (Related document(s):1705 Order on Application for Administrative Expenses) No. of Notices: 59. Notice Date 08/28/2021. (Admin.) (Entered: 08/29/2021)
08/30/2021	1707 (22 pgs; 2 docs)	Certificate of No Objection *to Motion of Reorganized Debtors for Entry of an Order (I) Approving Omnibus Claims Objections Procedures and Filing of Substantive Omnibus Claims Objections, (II) Waiving the Requirement of Bankruptcy Rule 3007(e)(6) and (III) Granting Related Relief* (Filed By SpeedCast International Limited). (Attachments: # 1 Exhibit A - Proposed Order) (Perez, Alfredo) (Entered: 08/30/2021)
08/31/2021		Hearing Set On (Related document(s):1701 Motion) Movant to notice all interested parties and file a certificate of service with the court. **Hearing scheduled for 9/13/2021 at 09:00 AM, by telephone and video conference.** (LinhthuDo) (Entered: 08/31/2021)
09/01/2021	1708 (8 pgs)	Debtors Master Service List (Filed By Kurtzman Carson Consultants LLC). (Gershbein, Evan) (Entered: 09/01/2021)
09/01/2021	1709 (7 pgs)	Certificate *or Service re: Certificate of No Objection to Motion of Reorganized Debtors for Entry of an Order (I) Approving Omnibus Claims Objections Procedures and Filing of Substantive Omnibus Claims Objections, (II) Waiving the Requirement of Bankruptcy Rule 3007(e)(6) and (III) Granting Related Relief* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):1707 Certificate of No Objection) (Gershbein, Evan) (Entered: 09/01/2021)
09/01/2021	1710 (4 pgs)	Notice *of Hearing on September 13, 2021 at 9:00 A.M. (Central Time)*. (Related document(s):1701 Generic Motion) Filed by SpeedCast International Limited (Perez, Alfredo) (Entered: 09/01/2021)
09/03/2021	1711 (7 pgs)	Certificate *of Service re: Notice of Hearing on September 13, 2021 at 9:00 a.m. (Central Time)* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):1710 Notice) (Gershbein, Evan) (Entered: 09/03/2021)

09/09/2021	1712 (17 pgs; 3 docs)	Exhibit List, Witness List (Filed By SpeedCast International Limited).(Related document(s):1701 Generic Motion) (Attachments: # 1 Reorganized Debtors' Exhibit No. 1 # 2 Reorganized Debtors' Exhibit No. 2) (Perez, Alfredo) (Entered: 09/09/2021)
09/10/2021	1713 (3 pgs)	Agenda for Hearing on 9/13/2021 (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 09/10/2021)
09/13/2021	1714 (1 pg)	Courtroom Minutes. Time Hearing Held: 9:00 am - 9:12 am. Appearances: See attached. Revised order for 1701 to be filed within 7 days by Debtors Counsel, Counsel to contact Case Manager Linhthu Do when filed. Parties to request further hearing if required. (Related document(s):1701 Generic Motion) (TylerLaws) (Entered: 09/13/2021)
09/13/2021	1715 (1 pg)	PDF with attached Audio File. Court Date & Time [9/13/2021 8:57:27 AM]. File Size [7064 KB]. Run Time [00:14:43]. (admin). (Entered: 09/13/2021)
09/13/2021	1716 (7 pgs)	Certificate *of Service re: Reorganized Debtors' Witness and Exhibit List for September 13, 2021 Video/Telephonic Hearing on Motion of Reorganized Debtors for Entry of an Order (I) Approving Omnibus Claims Objections Procedures and Filing of Substantive Omnibus Claims Objections, (II) Waiving the Requirement of Bankruptcy Rule 3007(E)(6) and (III) Granting Related Relief* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):1712 Exhibit List, Witness List) (Gershbein, Evan) (Entered: 09/13/2021)
09/13/2021	1717 (7 pgs)	Certificate *of Service re: Notice of Agenda of Matters Set for Video/Telephonic Hearing on September 13, 2021 at 9:00 a.m. (CT)* (Filed By Kurtzman Carson Consultants LLC). (Related document(s):1713 Agenda) (Gershbein, Evan) (Entered: 09/13/2021)
09/17/2021	1718 (43 pgs; 3 docs)	Notice *of Filing of Proposed Revised Order (I) Approving Omnibus Claims Objections Procedures and Filing of Substantive Omnibus Claims Objections, (II) Waiving the Requirement of Bankruptcy Rule 3007(E)(6) and (III) Granting Related Relief.* Filed by SpeedCast International Limited (Attachments: # 1 Exhibit 1 - Proposed Order # 2 Exhibit 2 - Redline) (Perez, Alfredo) (Entered: 09/17/2021)
09/20/2021	1719 (17 pgs)	Order (I) Approving Omnibus Claims Objections Procedures and Filing of Substantive Omnibus Claims Objections, (II) Waiving the Requirement of Bankruptcy Rule 3007(E)(6) and (III) Granting Related Relief (Related Doc # 1701) Signed on 9/20/2021. (TylerLaws) (Entered: 09/20/2021)

09/20/2021	1720 (7 pgs)	Certificate *of Service re: Notice of Filing of Proposed Revised Order (I) Approving Omnibus Claims Objections Procedures and Filing of Substantive Omnibus Claims Objections, (II) Waiving the Requirement of Bankruptcy Rule 3007(E)(6) and (III) Granting Related Relief* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):1718 Notice) (Gershbein, Evan) (Entered: 09/20/2021)
09/21/2021	1721 (7 pgs)	Certificate *of Service re: Order (I) Approving Omnibus Claims Objections Procedures and Filing of Substantive Omnibus Claims Objections, (II) Waiving the Requirement of Bankruptcy Rule 3007(e)(6) and (III) Granting Related Relief* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):1719 Generic Order) (Gershbein, Evan) (Entered: 09/21/2021)
09/22/2021	1722 (21 pgs)	BNC Certificate of Mailing. (Related document(s):1719 Generic Order) No. of Notices: 51. Notice Date 09/22/2021. (Admin.) (Entered: 09/22/2021)
09/28/2021	1723 (36 pgs; 3 docs)	Omnibus Objection / *Reorganized Debtors' First Omnibus Objection to Certain Proofs of Claim (Equity Interests)*. Filed by SpeedCast International Limited (Attachments: # 1 Exhibit A - Healy Declaration # 2 Exhibit B - Proposed Order) (Perez, Alfredo) (Entered: 09/28/2021)
09/30/2021	1724 (39 pgs)	Certificate *of Service re: 1) Reorganized Debtors First Omnibus Objection to Certain Proofs of Claim (Equity Interests); 2) Procedures for Filing Omnibus Claims Objections; and 3) Notice of the Reorganized Debtors' First Omnibus Claims Objection (Equity Interests)* (Filed By Kurtzman Carson Consultants LLC).(Related document (s):1723 Objection) (Gershbein, Evan) (Entered: 09/30/2021)
10/04/2021	1725 (8 pgs)	Debtors Master Service List (Filed By Kurtzman Carson Consultants LLC). (Gershbein, Evan) (Entered: 10/04/2021)
10/05/2021	1726 (22 pgs; 3 docs)	Omnibus Objection / *Reorganized Debtors' Second Omnibus Objection to Certain Proofs of Claim (Duplicate and Amended Claims)*. Filed by SpeedCast International Limited (Attachments: # 1 Exhibit A # 2 Exhibit B - Proposed Order) (Perez, Alfredo) (Entered: 10/05/2021)
10/06/2021	1727 (18 pgs; 3 docs)	Motion *of Reorganized Debtors for an Order Further Extending Deadline to Object to Claims* Filed by Debtor SpeedCast International Limited (Attachments: # 1 Exhibit A # 2 Exhibit B - Proposed Order) (Perez, Alfredo) (Entered: 10/06/2021)
	1728	Certificate *of Service re: 1) Reorganized Debtors Second Omnibus Objection to Certain Proofs of Claim (Duplicate and*

10/07/2021	(30 pgs)	*Amended Claims); 2) Notice of the Reorganized Debtors Second Omnibus Claims Objection (Duplicate and Amended Claims); and 3) Procedures for Filing Omnibus Claims Objections* (Filed By Kurtzman Carson Consultants LLC). (Related document(s):1726 Objection) (Gershbein, Evan) (Entered: 10/07/2021)
10/07/2021	1729 (42 pgs)	Certificate *of Service re: Motion of Reorganized Debtors for an Order Further Extending Deadline to Object to Claims* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):1727 Generic Motion) (Gershbein, Evan) (Entered: 10/07/2021)
10/27/2021	1730 (4 pgs)	Chapter 11 Post-Confirmation Report for Quarter Ended 9/30/2021 (Filed By SpeedCast Communications, Inc.). (Perez, Alfredo) (Entered: 10/27/2021)
10/27/2021	1731 (4 pgs)	Chapter 11 Post-Confirmation Report for Quarter Ended 9/30/2021 (Filed By SpeedCast International Limited). (Perez, Alfredo) (Entered: 10/27/2021)
10/27/2021	1732 (4 pgs)	Chapter 11 Post-Confirmation Report for Quarter Ended 9/30/2021 (Filed By SpeedCast UK Holdings Limited). (Perez, Alfredo) (Entered: 10/27/2021)
10/27/2021	1733 (4 pgs)	Chapter 11 Post-Confirmation Report for Quarter Ended 9/30/2021 (Filed By CapRock UK Limited). (Perez, Alfredo) (Entered: 10/27/2021)
10/27/2021	1734 (4 pgs)	Chapter 11 Post-Confirmation Report for Quarter Ended 9/30/2021 (Filed By CapRock Communications Pte. Ltd.). (Perez, Alfredo) (Entered: 10/27/2021)
10/27/2021	1735 (4 pgs)	Chapter 11 Post-Confirmation Report for Quarter Ended 9/30/2021 (Filed By Speedcast Cyprus Ltd.). (Perez, Alfredo) (Entered: 10/27/2021)
10/27/2021	1736 (4 pgs)	Chapter 11 Post-Confirmation Report for Quarter Ended 9/30/2021 (Filed By SpeedCast Limited). (Perez, Alfredo) (Entered: 10/27/2021)
10/27/2021	1737 (4 pgs)	Chapter 11 Post-Confirmation Report for Quarter Ended 9/30/2021 (Filed By SpeedCast Group Holdings Pty Ltd). (Perez, Alfredo) (Entered: 10/27/2021)
10/27/2021	1738 (4 pgs)	Chapter 11 Post-Confirmation Report for Quarter Ended 9/30/2021 (Filed By SpaceLink Systems, LLC). (Perez, Alfredo) (Entered: 10/27/2021)
	1739	Chapter 11 Post-Confirmation Report for Quarter Ended 9/30/2021 (Filed By SpeedCast Australia Pty Limited).

10/27/2021	(4 pgs)	(Perez, Alfredo) (Entered: 10/27/2021)
10/27/2021	1740 (4 pgs)	Chapter 11 Post-Confirmation Report for Quarter Ended 9/30/2021 (Filed By Satellite Communications Australia Pty Ltd). (Perez, Alfredo) (Entered: 10/27/2021)
10/27/2021	1741 (4 pgs)	Chapter 11 Post-Confirmation Report for Quarter Ended 9/30/2021 (Filed By Oceanic Broadband Solutions Pty Ltd). (Perez, Alfredo) (Entered: 10/27/2021)
10/27/2021	1742 (4 pgs)	Chapter 11 Post-Confirmation Report for Quarter Ended 9/30/2021 (Filed By SpeedCast Managed Services Pty Limited). (Perez, Alfredo) (Entered: 10/27/2021)
10/27/2021	1743 (4 pgs)	Chapter 11 Post-Confirmation Report for Quarter Ended 9/30/2021 (Filed By Maritime Communication Services, Inc.). (Perez, Alfredo) (Entered: 10/27/2021)
10/27/2021	1744 (4 pgs)	Chapter 11 Post-Confirmation Report for Quarter Ended 9/30/2021 (Filed By Telaurus Communications LLC). (Perez, Alfredo) (Entered: 10/27/2021)
10/27/2021	1745 (4 pgs)	Chapter 11 Post-Confirmation Report for Quarter Ended 9/30/2021 (Filed By CCI Services Corp.). (Perez, Alfredo) (Entered: 10/27/2021)
10/27/2021	1746 (4 pgs)	Chapter 11 Post-Confirmation Report for Quarter Ended 9/30/2021 (Filed By HCT Acquisition, LLC). (Perez, Alfredo) (Entered: 10/27/2021)
10/27/2021	1747 (4 pgs)	Chapter 11 Post-Confirmation Report for Quarter Ended 9/30/2021 (Filed By Cosmos Holdings Acquisition Corp.). (Perez, Alfredo) (Entered: 10/27/2021)
10/27/2021	1748 (4 pgs)	Chapter 11 Post-Confirmation Report for Quarter Ended 9/30/2021 (Filed By Globecomm Network Services Corporation). (Perez, Alfredo) (Entered: 10/27/2021)
10/27/2021	1749 (4 pgs)	Chapter 11 Post-Confirmation Report for Quarter Ended 9/30/2021 (Filed By Hermes Datacommunications International Limited). (Perez, Alfredo) (Entered: 10/27/2021)
10/27/2021	1750 (4 pgs)	Chapter 11 Post-Confirmation Report for Quarter Ended 9/30/2021 (Filed By SpeedCast Singapore Pte. Ltd.). (Perez, Alfredo) (Entered: 10/27/2021)
10/27/2021	1751 (4 pgs)	Chapter 11 Post-Confirmation Report for Quarter Ended 9/30/2021 (Filed By SpaceLink Systems II, LLC). (Perez, Alfredo) (Entered: 10/27/2021)

10/27/2021	1752 (4 pgs)	Chapter 11 Post-Confirmation Report for Quarter Ended 9/30/2021 (Filed By CapRock Comunicacoes do Brasil Ltda.). (Perez, Alfredo) (Entered: 10/27/2021)
10/27/2021	1753 (4 pgs)	Chapter 11 Post-Confirmation Report for Quarter Ended 9/30/2021 (Filed By CapRock Participacoes do Brasil Ltda.). (Perez, Alfredo) (Entered: 10/27/2021)
10/27/2021	1754 (4 pgs)	Chapter 11 Post-Confirmation Report for Quarter Ended 9/30/2021 (Filed By Speedcast Canada Limited). (Perez, Alfredo) (Entered: 10/27/2021)
10/27/2021	1755 (4 pgs)	Chapter 11 Post-Confirmation Report for Quarter Ended 9/30/2021 (Filed By CapRock Communications (Australia) Pty Ltd). (Perez, Alfredo) (Entered: 10/27/2021)
10/27/2021	1756 (4 pgs)	Chapter 11 Post-Confirmation Report for Quarter Ended 9/30/2021 (Filed By SpeedCast Norway AS). (Perez, Alfredo) (Entered: 10/27/2021)
10/27/2021	1757 (4 pgs)	Chapter 11 Post-Confirmation Report for Quarter Ended 9/30/2021 (Filed By Globecomm Europe B.V.). (Perez, Alfredo) (Entered: 10/27/2021)
10/27/2021	1758 (4 pgs)	Chapter 11 Post-Confirmation Report for Quarter Ended 9/30/2021 (Filed By NewCom International, Inc.). (Perez, Alfredo) (Entered: 10/27/2021)
10/27/2021	1759 (4 pgs)	Chapter 11 Post-Confirmation Report for Quarter Ended 9/30/2021 (Filed By Evolution Communications Group Limited). (Perez, Alfredo) (Entered: 10/27/2021)
10/27/2021	1760 (4 pgs)	Chapter 11 Post-Confirmation Report for Quarter Ended 9/30/2021 (Filed By Speedcast Netherlands B.V.). (Perez, Alfredo) (Entered: 10/27/2021)
10/27/2021	1761 (4 pgs)	Chapter 11 Post-Confirmation Report for Quarter Ended 9/30/2021 (Filed By SpeedCast Americas, Inc.). (Perez, Alfredo) (Entered: 10/27/2021)
10/27/2021	1762 (4 pgs)	Chapter 11 Post-Confirmation Report for Quarter Ended 9/30/2021 (Filed By SpeedCast France SAS). (Perez, Alfredo) (Entered: 10/27/2021)
10/30/2021	1763 (6 pgs; 2 docs)	Certificate of No Objection *to Motion of Reorganized Debtors for an Order Further Extending Deadline to Object to Claims* (Filed By SpeedCast International Limited).(Related document(s):1727 Generic Motion) (Attachments: # 1 Exhibit A - Proposed Order) (Perez, Alfredo) (Entered: 10/30/2021)

11/01/2021	1764 (2 pgs)	Order Further Extending Deadline to Object to Claims (Related Doc # 1727) Signed on 11/1/2021. (TylerLaws) (Entered: 11/01/2021)
11/02/2021	1765 (28 pgs; 2 docs)	Certificate of No Objection *to Reorganized Debtors' First Omnibus Objection to Certain Proofs of Claim (Equity Interests)* (Filed By SpeedCast International Limited). (Related document(s):1723 Objection) (Attachments: # 1 Exhibit A - Proposed Order) (Perez, Alfredo) (Entered: 11/02/2021)
11/03/2021	1766 (24 pgs)	Order Sustaining Reorganized Debtors' First Omnibus Objection to Certain Proofs of Claim (Equity Interests) Signed on 11/3/2021 (Related document(s):1723 Objection) (TylerLaws) (Entered: 11/03/2021)
11/03/2021	1767 (6 pgs)	BNC Certificate of Mailing. (Related document(s):1764 Generic Order) No. of Notices: 51. Notice Date 11/03/2021. (Admin.) (Entered: 11/04/2021)
11/05/2021	1768 (19 pgs; 3 docs)	Omnibus Objection / *Reorganized Debtors' Third Omnibus Objection to Certain Proofs of Claim (Wrong Debtor Claims)*. Filed by SpeedCast International Limited (Attachments: # 1 Exhibit A # 2 Exhibit B - Proposed Order) (Perez, Alfredo) (Entered: 11/05/2021)
11/05/2021	1769 (36 pgs)	BNC Certificate of Mailing. (Related document(s):1766 Generic Order) No. of Notices: 51. Notice Date 11/05/2021. (Admin.) (Entered: 11/05/2021)
11/08/2021	1770 (16 pgs; 3 docs)	Omnibus Objection / *Reorganized Debtors' Fourth Omnibus Objection to Certain Proofs of Claim (Non-Debtor Claims)*. Filed by SpeedCast International Limited (Attachments: # 1 Exhibit A # 2 Exhibit B - Proposed Order) (Perez, Alfredo) (Entered: 11/08/2021)
11/09/2021	1771 (42 pgs)	Certificate *of Service re: 1) Certificate of No Objection to Motion of Reorganized Debtors for an Order Further Extending Deadline to Object to Claims; and 2) Order Further Extending Deadline to Object to Claims* (Filed By Kurtzman Carson Consultants LLC).(Related document (s):1763 Certificate of No Objection, 1764 Generic Order) (Gershbein, Evan) (Entered: 11/09/2021)
11/09/2021	1772 (25 pgs)	Certificate *of Service re: Order Sustaining Reorganized Debtors First Omnibus Objection to Certain Proofs of Claim (Equity Interests)* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):1766 Generic Order) (Gershbein, Evan) (Entered: 11/09/2021)
	1773	Certificate *of Service re: 1) Notice of the Reorganized Debtors*

11/09/2021	(27 pgs)	*Third Omnibus Claims Objection (Wrong Debtor Claims); 2) Procedures for Filing Omnibus Claims Objections; and 3) Reorganized Debtors' Third Omnibus Objection to Certain Proofs of Claim (Wrong Debtor Claims)* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):1768 Objection) (Gershbein, Evan) (Entered: 11/09/2021)
11/09/2021	1774 (23 pgs)	Certificate *of Service re: 1) Notice of the Reorganized Debtors Fourth Omnibus Claims Objection (Non-Debtor Claims); 2) Procedures for Filing Omnibus Claims Objections; and 3) Reorganized Debtors Fourth Omnibus Objection to Certain Proofs of Claim (Non- Debtor Claims)* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):1770 Objection) (Gershbein, Evan) (Entered: 11/09/2021)
11/30/2021	1775 (1 pg)	Withdrawal of Claim: *Bexar County claim number 36 with the claims agent in the amount of $1,773.12* (Stecker, Don) (Entered: 11/30/2021)
11/30/2021	1776 (1 pg)	Withdrawal of Claim: *Bexar County claim number 1411 with the claims agent in the amount of $19,251.69* (Stecker, Don) (Entered: 11/30/2021)
11/30/2021	1777 (1 pg)	Withdrawal of Claim: *Culberson Co Allamoore ISD claim number 311 with the claims agent in the amount of $185.25* (Stecker, Don) (Entered: 11/30/2021)
11/30/2021	1778 (1 pg)	Withdrawal of Claim: *Culberson Co Allamoore ISD claim number 1418 with the claims agent in the amount of $171.39* (Stecker, Don) (Entered: 11/30/2021)
11/30/2021	1779 (1 pg)	Withdrawal of Claim: *Culberson County claim number 190 with the claims agent in the amount of $20.80* (Stecker, Don) (Entered: 11/30/2021)
11/30/2021	1780 (1 pg)	Withdrawal of Claim: *Culberson County claim number 1459 with the claims agent in the amount of $19.36* (Stecker, Don) (Entered: 11/30/2021)
12/06/2021	1781 (24 pgs; 3 docs)	Agreed Order and Certificate of Counsel (Filed By SpeedCast International Limited).(Related document(s):1726 Objection) (Attachments: # 1 Exhibit A - Proposed Order # 2 Exhibit B) (Perez, Alfredo) (Entered: 12/06/2021)
12/07/2021	1782 (10 pgs)	Order Sustaining Reorganized Debtors' Second Omnibus Objection to Certain Proofs of Claim (Duplicate and Amended Claims) Signed on 12/7/2021 (Related document(s):1726 Objection) (TylerLaws) (Entered: 12/07/2021)
	1783	Certificate *of Service re: Certification of Counsel Regarding Order Sustaining Reorganized Debtors Second Omnibus*

12/08/2021	(18 pgs)	*Objection to Certain Proofs of Claim (Duplicate and Amended Claims)* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):1781 Agreed Order and Certificate of Counsel) (Gershbein, Evan) (Entered: 12/08/2021)
12/08/2021	1784 (16 pgs)	Certificate *of Service re: Order Sustaining Reorganized Debtors' Second Omnibus Objection to Certain Proofs of Claim (Duplicate and Amended Claims)* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):1782 Generic Order) (Gershbein, Evan) (Entered: 12/08/2021)
12/09/2021	1785 (22 pgs)	BNC Certificate of Mailing. (Related document(s):1782 Generic Order) No. of Notices: 51. Notice Date 12/09/2021. (Admin.) (Entered: 12/09/2021)
12/13/2021	1786 (16 pgs; 3 docs)	Certificate of No Objection *to Reorganized Debtors' Third Omnibus Objection to Certain Proofs of Claim (Wrong Debtor Claims)* (Filed By SpeedCast International Limited). (Related document(s):1768 Objection) (Attachments: # 1 Exhibit A - Proposed Order # 2 Exhibit B) (Perez, Alfredo) (Entered: 12/13/2021)
12/13/2021	1787 (10 pgs; 3 docs)	Agreed Order and Certificate of Counsel (Filed By SpeedCast International Limited).(Related document(s):1770 Objection) (Attachments: # 1 Exhibit A - Proposed Order # 2 Exhibit B) (Perez, Alfredo) (Entered: 12/13/2021)
12/14/2021	1788 (4 pgs)	Order Sustaining Reorganized Debtors' Fourth Omnibus Objection to Certain Proofs of Claim (Non-Debtor Claims), Signed on 12/14/2021 (Related document(s):1770 Objection, 1787 Agreed Order and Certificate of Counsel) (TylerLaws) (Entered: 12/14/2021)
12/14/2021	1789 (7 pgs)	Order Sustaining Reorganized Debtors' Third Omnibus Objection to Certain Proofs of Claim (Wrong Debtor Claims), Signed on 12/14/2021 (Related document(s):1768 Objection, 1786 Certificate of No Objection) (TylerLaws) (Entered: 12/14/2021)
12/14/2021	1790 (13 pgs; 3 docs)	Omnibus Objection / *Reorganized Debtors' Fifth Omnibus Objection to Certain Proofs of Claim (Non-Debtor Claims)*. Filed by SpeedCast International Limited (Attachments: # 1 Exhibit A # 2 Exhibit B - Proposed Order) (Perez, Alfredo) (Entered: 12/14/2021)
12/14/2021	1791 (14 pgs; 3 docs)	Omnibus Objection / *Reorganized Debtors' Sixth Omnibus Objection to Certain Proofs of Claim (Wrong Debtor Claims)*. Filed by SpeedCast International Limited (Attachments: # 1 Exhibit A # 2 Exhibit B - Proposed Order) (Perez, Alfredo) (Entered: 12/14/2021)

12/14/2021	1792 (16 pgs; 3 docs)	Omnibus Objection / *Reorganized Debtors' Seventh Omnibus Objection to Certain Proofs of Claim (Duplicate and Amended Claims)*. Filed by SpeedCast International Limited (Attachments: # 1 Exhibit A # 2 Exhibit B - Proposed Order) (Perez, Alfredo) (Entered: 12/14/2021)
12/16/2021	1793 (19 pgs)	Certificate *of Service re: 1) Certificate of No Objection to Reorganized Debtors Third Omnibus Objection to Certain Proofs of Claim (Wrong Debtor Claims); and 2) Certification of Counsel Regarding Order Sustaining Reorganized Debtors Fourth Omnibus Objection to Certain Proofs of Claim (Non-Debtor Claims)* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):1788 Generic Order, 1789 Generic Order) (Gershbein, Evan) (Entered: 12/16/2021)
12/16/2021	1794 (126 pgs)	Certificate *of Service re: Documents Served on December 14, 2021* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):1788 Generic Order, 1789 Generic Order, 1790 Objection, 1791 Objection, 1792 Objection) (Gershbein, Evan) (Entered: 12/16/2021)
12/16/2021	1795 (16 pgs)	BNC Certificate of Mailing. (Related document(s):1788 Generic Order) No. of Notices: 51. Notice Date 12/16/2021. (Admin.) (Entered: 12/16/2021)
12/16/2021	1796 (19 pgs)	BNC Certificate of Mailing. (Related document(s):1789 Generic Order) No. of Notices: 51. Notice Date 12/16/2021. (Admin.) (Entered: 12/16/2021)
12/20/2021	1797 (31 pgs; 3 docs)	Objection / *Reorganized Debtors' Eighth Omnibus Objection to Certain Proofs of Claim (Reclassify and Wrong Debtor Claims)*. Filed by SpeedCast International Limited (Attachments: # 1 Exhibit A - Healy Declaration # 2 Exhibit B - Proposed Order) (Perez, Alfredo) (Entered: 12/20/2021)
12/21/2021	1798 (5 pgs)	**Memorandum Opinion,** Signed on 12/21/2021 (Related document(s):1532 Application for Administrative Expenses) (TylerLaws) (Entered: 12/21/2021)
12/21/2021	1799 (1 pg)	**Order** in 4:20-bk-32243, Signed on 12/21/2021 (TylerLaws) (Entered: 12/21/2021)
12/21/2021		(private) Motion 1532 terminated. (TylerLaws) (Entered: 12/21/2021)
12/21/2021	1800 (76 pgs)	Certificate *of Service re: Notice of the Reorganized Debtors Eighth Omnibus Claims Objection (Reclassify and Wrong Debtor Claims)* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):1797 Objection) (Gershbein, Evan) (Entered: 12/21/2021)

12/23/2021	1801 (5 pgs)	Certificate *Supplemental Certificate of Service re: 1) Certification of Counsel Regarding Order Sustaining Reorganized Debtors Second Omnibus Objection to Certain Proofs of Claim (Duplicate and Amended Claims); and 2) Order Sustaining Reorganized Debtors' Second Omnibus Objection to Certain Proofs of Claim (Duplicate and Amended Claims)* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):1781 Agreed Order and Certificate of Counsel, 1782 Generic Order) (Gershbein, Evan) (Entered: 12/23/2021)
12/23/2021	1802 (9 pgs)	BNC Certificate of Mailing. (Related document(s):1798 Opinion) No. of Notices: 48. Notice Date 12/23/2021. (Admin.) (Entered: 12/23/2021)
12/23/2021	1803 (5 pgs)	BNC Certificate of Mailing. (Related document(s):1799 Opinion) No. of Notices: 48. Notice Date 12/23/2021. (Admin.) (Entered: 12/23/2021)
12/27/2021	1804 (17 pgs; 3 docs)	Omnibus Objection / *Reorganized Debtors' Ninth Omnibus Objection to Certain Proofs of Claim (Late Filed Claims)*. Filed by SpeedCast International Limited (Attachments: # 1 Exhibit A - Healy Declaration # 2 Exhibit B - Proposed Order) (Perez, Alfredo) (Entered: 12/27/2021)
12/28/2021	1805 (26 pgs)	Certificate *of Service of Jonathan J. Thomson re: 1) Notice of the Reorganized Debtors' Ninth Omnibus Claims Objection (Late Filed Claims); 2) Procedures for Filing Omnibus Claims Objections; and 3) Reorganized Debtors' Ninth Omnibus Objection to Certain Proofs of Claim (Late Filed Claims)* (Filed By Kurtzman Carson Consultants LLC). (Related document(s):1804 Objection) (Gershbein, Evan) (Entered: 12/28/2021)
12/29/2021	1806 (37 pgs; 3 docs)	Omnibus Objection / *Reorganized Debtors' Tenth Omnibus Objection to Certain Proofs of Claim (Satisfied Claims)*. Filed by SpeedCast International Limited (Attachments: # 1 Exhibit A - Healy Declaration # 2 Exhibit B - Proposed Order) (Perez, Alfredo) (Entered: 12/29/2021)
12/30/2021	1807 (11 pgs; 3 docs)	Docketed in Error - Statement / *Reorganized Debtors' Objection to Proof of Claim No. 1409 filed by Zavalla Independent School District* (Filed By SpeedCast International Limited). (Attachments: # 1 Exhibit A - The Healy Declaration # 2 Exhibit B - Proposed Order) (Perez, Alfredo) Modified on 12/30/2021 (hler). (Entered: 12/30/2021)
12/30/2021	1808 (11 pgs; 3 docs)	Objection / *Reorganized Debtors' Objection to Proof of Claim No. 1409 filed by Zavalla Independent School District*. Filed by SpeedCast International Limited (Attachments: # 1 Exhibit A - The Healy Declaration # 2 Exhibit B - Proposed Order) (Perez, Alfredo) (Entered: 12/30/2021)

12/30/2021	1809 (17 pgs; 3 docs)	Omnibus Objection / *Reorganized Debtors' Eleventh Omnibus Objection to Certain Proofs of Claim (Duplicate and Amended Claims)*. Filed by SpeedCast International Limited (Attachments: # 1 Exhibit A - The Healy Declaration # 2 Exhibit B - Proposed Order) (Perez, Alfredo) (Entered: 12/30/2021)
12/30/2021	1810 (47 pgs; 3 docs)	Motion *of Reorganized Debtors for an Order Further Extending Deadline to Object to Certain Claims* Filed by SpeedCast International Limited (Attachments: # 1 Exhibit A - Healy Declaration # 2 Exhibit B - Proposed Order) (Perez, Alfredo) (Entered: 12/30/2021)
12/31/2021	1811 (11 pgs)	Certificate *of Service re 1) Memorandum Opinion; and 2) Order re: Memorandum Opinion* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):1798 Opinion, 1799 Opinion) (Gershbein, Evan) (Entered: 12/31/2021)
12/31/2021	1812 (35 pgs)	Certificate *of Service re 1) Notice of the Reorganized Debtors Tenth Omnibus Objection to Certain Proofs of Claim (Satisfied Claims); 2) Procedures for Filing Omnibus Claims Objections; and 3) Reorganized Debtors Tenth Omnibus Objection to Certain Proofs of Claim (Satisfied Claims)* (Filed By Kurtzman Carson Consultants LLC).(Related document (s):1806 Objection) (Gershbein, Evan) (Entered: 12/31/2021)
12/31/2021	1813 (12 pgs; 3 docs)	Notice of Appeal filed. (related document(s):1798 Opinion, 1799 Opinion). Fee Amount $298. Appellant Designation due by 01/14/2022. (Attachments: # 1 Exhibit A # 2 Exhibit B) (Boland, Jason) (Entered: 12/31/2021)
12/31/2021		Receipt of Notice of Appeal(20-32243) [appeal,ntcapl] (298.00) Filing Fee. Receipt number A23468090. Fee amount $ 298.00. (U.S. Treasury) (Entered: 12/31/2021)
12/31/2021	1814	Election to Appeal to District Court . (Boland, Jason) (Entered: 12/31/2021)
01/03/2022	1815 (3 pgs)	Certificate *Supplemental Certificate of Service re: Order Sustaining Reorganized Debtors' Second Omnibus Objection to Certain Proofs of Claim (Duplicate and Amended Claims)* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):1782 Generic Order) (Gershbein, Evan) (Entered: 01/03/2022)
	1816 (1 pg)	Clerk's Notice of Filing of an Appeal. On 12/31/2021, Inmarsat Global Limited, Inmarsat Solutions B.V., Inmarsat Maritime Ventures, Ltd., Inmarsat Inc., Inmarsat Solutions (US) Inc., Inmarsat Solutions (Canada) Inc., and Inmarsat Solutions AS Norway filed a notice of appeal. The appeal has been assigned to U.S. District Judge Lee H Rosenthal, Civil Action 4:22-cv-00008. Parties notified (Related document

01/04/2022		(s):1813 Notice of Appeal) (SamanthaWarda) (Entered: 01/04/2022)
01/04/2022	1817 (47 pgs)	Certificate *of Service re Documents Served on December 30, 2021* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):1808 Objection, 1809 Objection, 1810 Generic Motion (Second Part)) (Gershbein, Evan) (Entered: 01/04/2022)
01/06/2022	1818 (13 pgs)	BNC Certificate of Mailing. (Related document(s):1816 Clerk's Notice of Filing of an Appeal) No. of Notices: 48. Notice Date 01/06/2022. (Admin.) (Entered: 01/06/2022)
01/11/2022	1819 (3 pgs)	Withdrawal of Claim: *508* (Monsour, Trey) (Entered: 01/11/2022)
01/14/2022	1820 (1 pg)	AO 435 TRANSCRIPT ORDER FORM (Daily (24 hours)) by Bob Bruner. This is to order a transcript of the June 17, 2021 hearing before Judge Marvin P. Isgur. Court Reporter/Transcriber: Judicial Transcribers of Texas (Filed By Inmarsat Global Limited). (Bruner, Robert) Electronically forwarded to Judicial Transcribers of Texas 1/14/2022. Estimated Transcript Completion Date: 1/15/2022. Modified on 1/14/2022 (JacquelineMata). (Entered: 01/14/2022)
01/14/2022	1821 (1 pg)	AO 435 TRANSCRIPT ORDER FORM (Daily (24 hours)) by Bob Bruner. This is to order a transcript of the June 24, 2021 hearing before Judge Marvin P. Isgur. Court Reporter/Transcriber: Judicial Transcribers of Texas (Filed By Intelstat US LLC). (Bruner, Robert) Electronically forwarded to Judicial Transcribers of Texas 1/14/2022. Estimated Transcript Completion Date: 1/15/2022. Modified on 1/14/2022 (JacquelineMata). (Entered: 01/14/2022)
01/14/2022	1822 (7 pgs)	Appellant Designation of Contents For Inclusion in Record On Appeal (related document(s):1813 Notice of Appeal, 1816 Clerk's Notice of Filing of an Appeal)., Statement of Issues on Appeal (related document(s):1813 Notice of Appeal, 1816 Clerk's Notice of Filing of an Appeal). (Bruner, Robert) (Entered: 01/14/2022)
01/17/2022	1823 (34 pgs)	Transcript RE: Motion Hearing (Via Zoom) held on June 17, 2021 before Judge Marvin Isgur. Transcript is available for viewing in the Clerk's Office. Filed by Transcript access will be restricted through 04/18/2022. (mhen) (Entered: 01/17/2022)
	1824 (44 pgs)	Transcript RE: Continuation of the Motion Hearing Via Zoom) held on June 24, 2021 before Judge Marvin Isgur. Transcript is available for viewing in the Clerk's Office. Filed by Transcript access will be restricted through 04/18/2022.

01/17/2022		(mhen) (Entered: 01/17/2022)
01/18/2022	1825 (1 pg)	Notice of Filing of Official Transcript as to 1823 Transcript, 1824 Transcript. Parties notified (Related document(s):1823 Transcript, 1824 Transcript) (jdav) (Entered: 01/18/2022)
01/20/2022	1826 (8 pgs; 2 docs)	Certificate of No Objection *to Reorganized Debtors' Fifth Omnibus Objection to Certain Proofs of Claim (Non-Debtor Claims)* (Filed By SpeedCast International Limited).(Related document(s):1790 Objection) (Attachments: # 1 Exhibit A - Proposed Order) (Perez, Alfredo) (Entered: 01/20/2022)
01/20/2022	1827 (8 pgs; 2 docs)	Certificate of No Objection *to Reorganized Debtors' Sixth Omnibus Objection to Certain Proofs of Claim (Wrong Debtor Claims)* (Filed By SpeedCast International Limited). (Related document(s):1791 Objection) (Attachments: # 1 Exhibit A - Proposed Order) (Perez, Alfredo) (Entered: 01/20/2022)
01/20/2022	1828 (5 pgs)	BNC Certificate of Mailing. (Related document(s):1825 Notice of Filing of Official Transcript (Form)) No. of Notices: 48. Notice Date 01/20/2022. (Admin.) (Entered: 01/20/2022)
01/21/2022	1829 (4 pgs)	Order Sustaining Reorganized Debtors' Sixth Omnibus Objection to Certain Proofs of Claim (Wrong Debtor Claims) Signed on 1/21/2022 (Related document(s):1791 Objection) (TylerLaws) (Entered: 01/21/2022)
01/21/2022	1830 (4 pgs)	Order Sustaining Reorganized Debtors' Fifth Omnibus Objection to Certain Proofs of Claim (Non-Debtor Claims) Signed on 1/21/2022 (Related document(s):1790 Objection) (TylerLaws) (Entered: 01/21/2022)
01/23/2022	1831 (16 pgs)	BNC Certificate of Mailing. (Related document(s):1829 Generic Order) No. of Notices: 48. Notice Date 01/23/2022. (Admin.) (Entered: 01/23/2022)
01/23/2022	1832 (8 pgs)	BNC Certificate of Mailing. (Related document(s):1830 Generic Order) No. of Notices: 48. Notice Date 01/23/2022. (Admin.) (Entered: 01/23/2022)
01/25/2022	1833 (12 pgs; 3 docs)	Certificate of No Objection *to Reorganized Debtors' Seventh Omnibus Objection to Certain Proofs of Claim (Duplicate and Amended Claims)* (Filed By SpeedCast International Limited).(Related document(s):1792 Objection) (Attachments: # 1 Exhibit A - Proposed Order # 2 Exhibit B) (Perez, Alfredo) (Entered: 01/25/2022)
	1834 (16 pgs)	Certificate *of Service re: 1) Order Sustaining Reorganized Debtors Sixth Omnibus Objection to Certain Proofs of Claim (Wrong Debtor Claims) and 2) Order Sustaining Reorganized*

01/25/2022		*Debtors Fifth Omnibus Objection to Certain Proofs of Claim (Non-Debtor Claims)* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):1829 Generic Order, 1830 Generic Order) (Gershbein, Evan) (Entered: 01/25/2022)
01/26/2022	1835 (6 pgs)	Order Sustaining Reorganized Debtors' Seventh Omnibus Objection to Certain Proofs of Claim (Duplicate and Amended Claims) Signed on 1/26/2022 (Related document(s):1792 Objection) (TylerLaws) (Entered: 01/26/2022)
01/26/2022	1836 (40 pgs; 3 docs)	Certificate of No Objection *to Motion of Reorganized Debtors for an Order Further Extending Deadline to Object to Certain Claims* (Filed By SpeedCast International Limited). (Attachments: # 1 Exhibit A - Proposed Order # 2 Exhibit B - Removed Claims) (Perez, Alfredo) (Entered: 01/26/2022)
01/27/2022	1837 (30 pgs)	Order Further Extending Deadline to Object to Certain Claims (Related Doc # 1810) Signed on 1/27/2022. (TylerLaws) (Entered: 01/27/2022)
01/27/2022	1838 (11 pgs)	Certificate *of Service re: Order Sustaining Reorganized Debtors' Seventh Omnibus Objection to Certain Proofs of Claim (Duplicate and Amended Claims)* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):1835 Generic Order) (Gershbein, Evan) (Entered: 01/27/2022)
01/27/2022	1839 (21 pgs; 2 docs)	Certificate of No Objection *to Reorganized Debtors' Eighth Omnibus Objection to Certain Proofs of Claim (Reclassify and Wrong Debtor Claims)* (Filed By SpeedCast International Limited).(Related document(s):1797 Objection) (Attachments: # 1 Exhibit A - Proposed Order) (Perez, Alfredo) (Entered: 01/27/2022)
01/28/2022	1840 (17 pgs)	Order Sustaining Reorganized Debtors' Eighth Omnibus Objection to Certain Proofs of Claim (Reclassify and Wrong Debtor Claims) Signed on 1/28/2022 (Related document (s):1797 Objection) (TylerLaws) (Entered: 01/28/2022)
01/28/2022	1841 (4 pgs)	Statement */ Reorganized Debtors' Supplemental Designation of Items to be Included in the Record on Appeal* (Filed By SpeedCast International Limited). (Genender, Paul) (Entered: 01/28/2022)
01/28/2022	1842 (4 pgs)	Response (Filed By Inmarsat Global Limited).(Related document(s):1806 Objection) (Bruner, Robert) (Entered: 01/28/2022)
01/28/2022	1843 (28 pgs)	Certificate *of Service re: Order Further Extending Deadline to Object to Certain Claims* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):1837 Generic Order Second Part) (Gershbein, Evan) (Entered: 01/28/2022)

01/28/2022	1844 (62 pgs)	Certificate *Supplemental Certificate of Service re: Notice of the Reorganized Debtors Eighth Omnibus Claims Objection (Reclassify and Wrong Debtor Claims)* (Filed By Kurtzman Carson Consultants LLC).(Related document(s):1800 Certificate) (Gershbein, Evan) (Entered: 01/28/2022)
01/28/2022	1845 (18 pgs)	BNC Certificate of Mailing. (Related document(s):1835 Generic Order) No. of Notices: 48. Notice Date 01/28/2022. (Admin.) (Entered: 01/28/2022)
01/29/2022	1846 (31 pgs)	BNC Certificate of Mailing. (Related document(s):1837 Generic Order Second Part) No. of Notices: 3. Notice Date 01/29/2022. (Admin.) (Entered: 01/29/2022)
01/30/2022	1847 (29 pgs)	BNC Certificate of Mailing. (Related document(s):1840 Generic Order) No. of Notices: 48. Notice Date 01/30/2022. (Admin.) (Entered: 01/30/2022)

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)**

MOTION OF DEBTORS FOR ENTRY OF AN ORDER (I) AUTHORIZING AND APPROVING INMARSAT TRANSACTION, INCLUDING (A) PRIVATE SALE FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS, (B) ASSUMPTION AND ASSIGNMENT OF CERTAIN CONTRACTS, AND (C) SETTLEMENT AND RELEASE OF CLAIMS, (II) APPROVING FORM AND MANNER OF NOTICES OF INMARSAT TRANSACTION, AND (III) GRANTING RELATED RELIEF

IF YOU OBJECT TO THE RELIEF REQUESTED, YOU MUST RESPOND IN WRITING, SPECIFICALLY ANSWERING EACH PARAGRAPH OF THIS PLEADING. UNLESS OTHERWISE DIRECTED BY THE COURT, YOU MUST FILE YOUR RESPONSE WITH THE CLERK OF THE BANKRUPTCY COURT WITHIN TWENTY-ONE DAYS FROM THE DATE YOU WERE SERVED WITH THIS PLEADING. YOU MUST SERVE A COPY OF YOUR RESPONSE ON THE PERSON WHO SENT YOU THE NOTICE; OTHERWISE, THE COURT MAY TREAT THE PLEADING AS UNOPPOSED AND GRANT THE RELIEF REQUESTED.

SpeedCast International Limited ("**Speedcast**") and its debtor affiliates in the above-captioned chapter 11 cases, as debtors and debtors in possession (collectively, the "**Debtors**"), respectfully represent as follows in support of this motion (the "**Motion**"):

[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.

Preliminary Statement

1. Over the course of these chapter 11 cases, the Debtors have been focused on restructuring the financial, and in some instances, operational, aspects of their businesses. In addition to securing new contracts and shedding others, the Debtors have considered, and are continuing to consider, opportunities to sell assets and operations as part of achieving their overall restructuring goals. In particular, certain of the Debtors and certain of their affiliates (collectively, the "**Sellers**")[2] have determined in their business judgment and subject to the approval of the United States Bankruptcy Court for the Southern District of Texas (the "**Court**"), to enter into that certain Asset Sale Agreement dated November 13, 2020 (attached hereto as **Exhibit A**) (including all exhibits and schedules attached thereto, the "**Asset Sale Agreement**") which provides for, among other things, and as further described herein, the sale of certain assets and assignment of related customer contracts to Inmarsat Solutions BV, Inmarsat Maritime Ventures Limited, and Inmarsat Global Limited (collectively, "**Inmarsat**" and together with the Sellers, the "**Parties**"), transition services and the release of certain claims between the Parties (such transaction, the "**Inmarsat Transaction**").

2. The Inmarsat Transaction will bring substantial benefits to the Debtors and their estates including estimated potential cash proceeds of up to $13.6 million USD initially, up to an additional $2.7 million USD subject to collection of customer receivables, and relief from certain contractual obligations and other liabilities not only to Inmarsat, but to hundreds of customers that otherwise would potentially have the ability to assert their own contract rejection

[2] The Sellers include: SpeedCast Cyprus Ltd. ("**SpeedCast Cyprus**"), Speedcast Germany GmbH, SpeedCast Netherlands B.V., SpeedCast Singapore Pte. Ltd., Speedcast Limited, Satellite Communications Australia Pty Ltd, Speedcast Malaysia Sdn Bhd, Speedcast France SAS, Speedcast Ghana Limited, Speedcast Energy Sdn Bhd, Speedcast Malta Limited, Globecomm Europe B.V., Telaurus Communications, LLC, Globecomm Systems SA (Pty) Ltd, Evolution Communications Group Ltd and Globecomm Network Services Corp. A complete list of the Sellers is annexed as Schedule 1 to the Asset Sale Agreement.

claims against the Debtors. Accordingly, the Debtors submit that, in the exercise of their business judgment, the Inmarsat Transaction is in the best interest of their estates and this Motion should be granted.

Background

3. On April 23, 2020 (the "**Petition Date**"), each of the Debtors commenced with this Court a voluntary case under chapter 11 of the Bankruptcy Code (the "**Bankruptcy Code**"). The Debtors continue to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

4. The Debtors' chapter 11 cases are being jointly administered for procedural purposes only pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**") and Rule 1015-1 of the Bankruptcy Local Rules for the United States Bankruptcy Court for the Southern District of Texas (the "**Local Rules**").

5. On May 6, 2020, the United States Trustee for Region 7 (the "**U.S. Trustee**") appointed an official committee of unsecured creditors (as reconstituted on May 12, 2020, the "**Creditors' Committee**"). No trustee or examiner has been appointed in these chapter 11 cases.

Jurisdiction

6. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

Relief Requested

7. By this Motion, pursuant to sections 105, 363, and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006, and 9019, the Debtors seek the entry of an order substantially in the form of **Exhibit B** attached hereto (the "**Proposed Order**") (i) authorizing and

approving (a) the Asset Sale Agreement and related Transaction Agreements (as defined in the Asset Sale Agreement),[3] including the Transaction Agreements attached hereto as **Exhibit D**, including the sale by the Sellers of the Assets (as defined below) free and clear of all liens, claims and interests, and encumbrances (as applicable, to the Sellers that are Debtors), the assumption by Inmarsat of certain liabilities, including the transfer of certain customers of the Sellers, the settlement of claims and granting of mutual releases between Inmarsat and the Sellers, and other related terms and agreements, all as specified in the Asset Sale Agreement and other Transaction Agreements, and (b) the assumption and assignment of contracts as listed in **Exhibit C** attached hereto (the "**Proposed Assigned Contracts**"), (ii) approving the form and manner of notice of the Motion and proposed assumption and assignment of the Proposed Assigned Contracts, and (iii) granting related relief.

Background with Inmarsat

8. The Sellers are currently engaged in reselling certain Inmarsat managed services to certain Speedcast customers in the commercial maritime business segment, including (i) Inmarsat Fleet Xpress ("**SC FX Business**") and (ii) Inmarsat Fleet Broadband services on a standalone basis without other satellite services ("**SC Standalone FB Business**" and, together with the SC FX Business, the "**Inmarsat Services**"). Under various contractual arrangements, the Sellers pay Inmarsat for use of its global network to serve these commercial maritime customers, which are primarily comprised of freight shipping vessels, fishing vessels, and yachts. The Sellers serve approximately 2,644 vessels with the Inmarsat Services, comprising approximately 36% of

[3] "**Transaction Agreements**" means the Asset Sale Agreement, the Transition Services Agreement, the Sigma Licence, the Termination and Release Deed, the Bill of Sale, the Assignment and Assumption Agreement and any other agreement entered into between or among one or more of the Sellers and one or more of the Purchasers, and required to be delivered by any of the foregoing, pursuant to the terms of the Asset Sale Agreement, in each case together with any schedules, exhibits, annexes and appendices thereto.

total revenue in the Commercial Maritime business vertical of Speedcast. In 2019, the Sellers generated from the resale of the Inmarsat Services approximately $41.3 million USD in revenue, and approximately $7.1 million USD of gross profit.

9. Following the Petition Date, Speedcast made a strategic decision to exit most of the Inmarsat reseller business due to the unprofitability of the contractual arrangements with Inmarsat and the substantial capital investment that would be required to continue operating this business going forward. Further, retaining the Inmarsat reselling business would likely impose a substantial burden on Speedcast over the next several years, with an estimated aggregate, undiscounted, cashflow impact for the fiscal years 2020-2023 of approximately negative $53.0 million USD.

10. The prospect for future profitability of the Inmarsat reseller business is speculative and contingent upon adding new customers and meeting certain minimum levels of customer renewals to avoid substantial penalties under existing contractual arrangements between the Sellers and Inmarsat. The Sellers do not anticipate such targets being met. Based on these factors, the Sellers entered into negotiations with Inmarsat regarding a potential sale of, among other things, the Inmarsat Services, including a transfer of the Assets (as defined in the Asset Sale Agreement),[4] and a license of the SIGMA Platform (as defined in the SIGMA License), all as described further below, to Inmarsat.

[4] "**Assets**" means, in respect of the Sellers, the following assets, properties and rights (other than Excluded Assets) owned or leased by the relevant Seller and used or held for use in the conduct of, or otherwise constituting, the Business: (i) the GX System Inventory; (ii) the Leased FX System Inventory; (iii) each Customer Contract to which the relevant Seller is a party; (ii) each Pre-Completion Transferring Receivable owing to the relevant Seller; and (iii) any Documentation and Materials held by or under the control of the relevant Seller.

Negotiations with Inmarsat

11. Prior to commencing negotiating a term sheet with Inmarsat, the Sellers considered a sale to a third-party, and were actively engaged with their professional advisors in soliciting the interest of several third-party purchasers. Ultimately, none of these third-parties submitted a transaction proposal.

12. In June of 2020, following continued difficulties in meeting various performance targets in acquiring new customers for the Inmarsat Services, Inmarsat and the Sellers discussed various options regarding their go-forward relationship. The Sellers and Inmarsat discussed, among other things, (i) the termination of existing agreements ending the business relationship between the Sellers and Inmarsat, (ii) renegotiating existing agreements to make the relationship with Inmarsat more attractive for both parties, and (iii) transferring the Debtor Seller's customers to Inmarsat through a negotiated transaction. Notably, discussions with Inmarsat revealed that the Sellers would not easily have been able to sell the Inmarsat reseller business and related assets to a third party, in part because any such transaction would require the consent of Inmarsat. Given the services being sold by the Inmarsat reseller business are supplied by Inmarsat, selling the business would need Inmarsat to agree to continue this supply relationship with any incoming third party purchaser. Inmarsat indicated that it would not likely be willing to put in place any new supply arrangements for such a third party purchaser. Furthermore, without agreed supply arrangements in place, Inmarsat indicated it would not likely provide any operational support for any such migration to a third party which would be needed to facilitate a smooth transition and retention of customers for the benefit of any incoming purchaser.

13. Ultimately, the Sellers determined that a sudden termination of the agreements between the Sellers and Inmarsat, especially given the significant revenue generated by this relationship, would create too much economic uncertainty and litigation risk associated

with potential contract claims asserted between the parties. Further, the Debtors considered that a renegotiation of the various Inmarsat agreements was undesirable, especially in light of the lack of desire from the Sellers to continue strategic investment into "non-core" business.

14. Accordingly, in the second half of June 2020, the Sellers began good faith negotiations with Inmarsat to produce a mutually beneficial sale of their Inmarsat reseller business to Inmarsat. These discussions continued through August, and a term sheet was agreed between Speedcast and Inmarsat on August 13, 2020. The Sellers and Inmarsat have continued to undertake confirmatory diligence and to negotiate and finalize transaction documentation since that time, ultimately resulting in the execution of the Asset Sale Agreement on November 13, 2020.

Inmarsat Transaction

15. As indicated above, the Sellers are seeking, among other things, the approval of the Inmarsat Transaction. The Inmarsat Transaction is governed by the terms of the Asset Sale Agreement, and is structured as an asset sale to Inmarsat, whereby each of the Sellers will transfer to Inmarsat all of their rights, titles and interests in, to and under the Assets. The Inmarsat Transaction includes, among other things, a purchase of the Assets by Inmarsat for approximately $13.6 million USD plus a share of receivables collected that could be as much as $2.7 million USD (the "**Asset Purchase Price**"), a transfer of the Inmarsat Services and certain relevant customer contracts to Inmarsat, an assumption of certain obligations and contracts by Inmarsat Maritime Ventures Limited, a company incorporated and existing under the laws of England and Wales ("**Inmarsat Maritime**"), a waiver of specified Inmarsat claims, a license of the SIGMA Platform and the provision of certain specified transitional services and support to Inmarsat for a period of 6 months after closing of the Inmarsat Transaction. With respect to the SIGMA Platform, Inmarsat shall have the perpetual, worldwide, royalty free right to use the SIGMA Platform and update, modify and maintain the source code.

16. Consideration for the Assets and provision of services under the Asset Sale Agreement includes:

(a) payment by Inmarsat of the Asset Purchase Price;

(b) assumption by Inmarsat of the Proposed Assigned Contracts listed on **Exhibit C** attached hereto;

(c) assumption of Assumed Liabilities (as defined in the Asset Sale Agreement);

(d) the aggregate of all Monthly Historical Receivable Collection Amounts (as defined in the Asset Sale Agreement) paid by Inmarsat;

(e) the Historical Receivable True Up Collection Amount (as defined in the Asset Sale Agreement) paid by the Purchaser; and

(f) Waiver of all Inmarsat prepetition unsecured claims, totaling approximately $112.3 million USD, and avoidance of third party rejection claims.

17. The aggregate monetary consideration to be paid to the Sellers by Inmarsat upon the Completion Date and Deferred Completion Date (as defined in the Asset Sale Agreement) is approximately $13.6 million USD which comprises an amount to be paid at Completion and a separate amount to be paid at the Deferred Completion Date (approximately two weeks later). Additional payments estimated at up to $2.7 million USD will also be paid to the Sellers by Inmarsat based on collection of outstanding receivables. On the Completion Date, the Sellers shall deliver the Assets to the Inmarsat by giving to Inmarsat possession of the Assets as provided in the Asset Sale Agreement. The Completion Date contemplated under the Asset Sale Agreement is conditional on a limited number of conditions precedent being satisfied or waived or pursued as the case may be, including:

(a) entry of the Sale Order and approval of the Court of the Asset Sale Agreement;

(b) no temporary restraining order, preliminary or permanent injunction or other order issued by any court of competent jurisdiction, no preliminary or final decision, determination, or order issued by any Regulatory Authority and no other legal restraint preventing any of the transactions contemplated by Asset Sale Agreement is in effect;

(c) assumption and assignment of each of the Customer Contracts and Supplier License (each as defined in the Asset Sale Agreement) is assumed by the relevant Seller and assigned to Inmarsat Maritime under the Sale Order;

(d) Speedcast Cyprus shall have paid off or otherwise discharged the obligations of any Seller to counterparties under the Bills of Exchange Agreement and the ANZ Security Document (each as defined in the Asset Sale Agreement) and shall have delivered to Inmarsat a duly executed deed of release entered into between Speedcast Cyprus and such counterparties; and

(e) Each of the Fundamental Seller Representation and Warranties (defined in the Asset Sale Agreement) shall have been true and correct in all material respects as of the date of executing the Asset Sale Agreement, and shall be true and correct in all material respects as of the Completion Date.

18. Assumption and assignment to Inmarsat Maritime of the approximately 693 Proposed Assigned Contracts is a key part of the Inmarsat Transaction. Following the execution of the Asset Sale Agreement and prior to the Completion Date, the Sellers and Inmarsat have agreed to use reasonable efforts to obtain novations pursuant to and on the terms and conditions of an agreed form of novation agreement (the "**Form Novation Agreement**") with respect to the Material Customer Contracts (as defined in the Asset Sale Agreement). The Asset Sale Agreement further sets forth certain rights and obligations with respect to executing these novations during the relevant period as follows:

i. the Sellers shall initiate a joint meeting or joint call including Sellers' designated personnel and Inmarsat's designated personnel with each Customer to a Material Customer Contract, to be held within two (2) weeks of the date of executing the Asset Sale Agreement, to seek such Customer's agreement to a proposed novation of their Material Customer Contract to Inmarsat Maritime and to discuss transition;

ii. if any customer to a Material Customer Contract agrees to a novation of their relevant Material Customer Contract and signs such novation document, the relevant Seller who is a party to the Material Customer Contract and Inmarsat Maritime must each promptly countersign the novation document and exchange their signed counterpart with each other party to the novation document; and

iii. if any customer to a Material Customer Contract agrees to a novation of their relevant Material Customer Contract but requests amendments to the Form Novation Agreement, the relevant Debtor Seller who is a party to the Material Customer Contract and Inmarsat Maritime must each:

a) negotiate in good faith with each and the relevant customer with a view to reaching agreement with the relevant Customer for the novation of the relevant Material Contract to Inmarsat Maritime on terms acceptable to the relevant Seller who is a party to the Material Customer Contract and Inmarsat Maritime (each, acting reasonably); and

b) promptly countersign the novation document which is negotiated and agreed and exchange their signed counterpart with each other party to the novation document.

19. The Asset Sale Agreement includes customary pre-completion, or closing, covenants requiring the Sellers to continue to carry on business in the ordinary course prior to the Completion Date. Further, the Asset Sale Agreement includes certain limitation of liability provisions for the benefit of the Sellers.

20. With respect to the SIGMA Platform, the Sellers will provide Inmarsat with a full copy of the SIGMA Platform (including the source code, all associated data and software and sufficient supporting information as required to establish, operate, modify and maintain the system), and Inmarsat will be granted a perpetual, worldwide, royalty free right to use the SIGMA Platform for the business purposes of Inmarsat in providing services to permitted third parties. The Sellers will continue to provide certain support reasonably required to enable Inmarsat to establish and operate the SIGMA Platform for a period of six (6) months following the Completion

Date, such that Inmarsat can continue to provide to relevant customers the level of service required by such customers under normal operating circumstances.

21. The Assets being transferred to, and the liabilities being assumed by, Inmarsat are exclusively related to the Inmarsat Services, which are provided over Inmarsat's satellite networks. Because of the character of the Assets, the consents required, the existing contractual arrangements and the nature of Inmarsat's existing customer relationships, Inmarsat is the uniquely situated natural party to acquire the Assets and assume the contracts and other obligations described in the Asset Sale Agreement. In addition, Inmarsat is agreeing to continue providing Debtors Sellers with continuing satellites service to approximately 600 vessels. Without this agreement, Speedcast would have to terminate all of its distribution agreements with Inmarsat, jeopardizing this revenue stream and exposing it to numerous rejection claims from customers.

22. Moreover, without the settlement and mutual releases contemplated in the Termination and Release Deed (as defined in the Asset Sale Agreement) to be deliverable by Inmarsat and certain Sellers on the Completion Date under the Asset Sale Agreement, the Sellers would need to explore other, potentially more costly, solutions to the controversies under the existing Inmarsat agreements. Indeed, monetizing the value in the Assets and related Inmarsat Services far outweighs the value, if any, in potential litigation claims against Inmarsat, particularly taking into account the potential costs and uncertainty of such litigation, the counterclaims that Inmarsat would likely assert and Inmarsat and third party rejection damage claims. Thus, in the business judgment of the Sellers, the Inmarsat Agreement and the Inmarsat Transaction, overall, are reasonable and in the best interest of the Debtors and their estates.

Assumption and Assignment Notice and Procedures

23. To facilitate the Inmarsat Transaction, the Sellers seek authority to assume and assign the Proposed Assigned Contracts to Inmarsat in accordance with the Asset Sale Agreement and the following procedures (the "**A&A Procedures**"):

- Within two (2) business days of the filing of this Motion, the Sellers will send by first class mail and email, where available, a Notice of Contracts that may be Assumed and Assigned in Connection with the Inmarsat Transaction, the form of which is attached to the Proposed Order as Exhibit 1 (the "**A&A Notice**").

- Objections to the assumption and assignment of a Proposed Assigned Contract or the provision of adequate assurance of future performance by Inmarsat (each, an "**Assumption Objection**") must be filed with the Court and served on counsel to the Sellers and Inmarsat within twenty-three (23) days from the date this Motion is filed (the "**Assumption Objection Deadline**").

- If any Assumption Objection or other objection to this Motion remains unresolved 24-hours following the Assumption Objection Deadline, the Sellers will request that the Court set a hearing (the "**Inmarsat Transaction Hearing**") to consider this Motion and any unresolved objections.

- If any counterparty to a Proposed Assigned Contract fails to file with the Court and serve on counsel to the Debtors and Inmarsat a timely Assumption Objection, the counterparty shall be deemed to have consented to the assumption and assignment of the Proposed Assigned Contracts to Inmarsat, notwithstanding any anti-alienation provision or other restriction on assumption or assignment in the Proposed Assigned Contracts, and shall be forever barred from asserting any objection with regard to adequate assurance of future performance by Inmarsat or the cost to cure any defaults under the applicable contract or lease and any proof of claim asserting a claim for such amount shall be expunged without further order of the Court. Absent a timely cure objection, the cure costs set forth in the Assumption Notice shall be controlling and shall be the only amount necessary to cure outstanding defaults under the applicable contract or lease under section 365(b) of the Bankruptcy Code, notwithstanding anything to the contrary in the contract or lease, or any other document, and the counterparty shall be forever barred from asserting any additional cure or other amounts with respect to such contract or lease through the date of assumption or assumption and assignment, whether in a proof of claim or otherwise against the Debtors, or their property.

24. The Debtors also request that the Court approve and ratify the form of the A&A Notice attached as **Exhibit 1** to the Proposed Order. The Debtors submit that service of the

A&A Notice on the counterparties to the Proposed Assigned Contracts is proper and sufficient to provide notice to the counterparties of the proposed assumption by the Sellers and assignment to Inmarsat, and that the Sellers should be granted the authority to assume and assign the Proposed Assigned Contracts to Inmarsat.

25. To the extent that an objection by a counterparty to assumption and assignment of any Contract, including all objections related to any cure amounts required to be paid as a cure amount under Section 365 of the Bankruptcy Code ("**Cure Amount**"), is not resolved prior to the Completion Date, the Sellers, with the agreement of Inmarsat, may elect to: (i) not assume such Contract; (ii) postpone the assumption of such Contract until the resolution of such objection; or (iii) reserve the disputed Cure Amount and assume the Contract prior to the Completion Date. So long as the Sellers hold the claimed Cure Amount in reserve, and there are no other unresolved objections to the assumption and assignment of the applicable Contract, the Sellers can, without further delay, assume and assign the Contract that is the subject of the objection. Under such circumstances, the respective objecting counterparty's recourse is limited to the funds held in reserve.

Relief Requested

A. Approval of the Inmarsat Transaction is Appropriate and in the Best Interests of the Debtors' Estates

(i) The Inmarsat Transaction and the Asset Sale Agreement Should be Approved as an Exercise of the Debtors' Sound Business Judgment

26. Section 363(b) of the Bankruptcy Code provides that a debtor may sell property of the estate outside the ordinary course of business after notice and a hearing. Although section 363 does not specify a standard for determining when it is appropriate for a court to authorize the use, sale, or lease of property of the estate, courts have found that a debtor's sale or use of assets outside the ordinary course of business should be approved if the debtor can

demonstrate "some articulated business justification," as established by the Second Circuit in *Committee of Equity Security Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1070 (2d Cir. 1983), which decision has been adopted in this circuit. *See Institutional Creditors of Cont'l Air Lines, Inc. v. Cont'l Air Lines, Inc., et al. (In re Cont'l Air Lines, Inc.)*, 780 F.2d 1223, 1226 (5th Cir. 1986) ("[F]or the debtor-in-possession or trustee to satisfy its fiduciary duty to the debtor, creditors and equity holders, there must be some articulated business justification for using, selling, or leasing the property outside the ordinary course of business."); *see also In re ASARCO*, 650 F.3d at 601; *In re Cowin*, No. 13-30984, 2014 WL 1168714, at *38 (Bankr. S.D. Tex. Mar. 21, 2014); *In re St. Marie Clinic PA*, No. 10-70802, 2013 WL 5221055, at *9 (Bankr. S.D. Tex. Sept. 17, 2013); *In re Particle Drilling Techs., Inc.*, No. 09-33744, 2009 WL 2382030, at *2 (Bankr. S.D. Tex. July 29, 2009); *In re San Jacinto Glass Indus., Inc.*, 93 B.R. 934, 944 (Bankr. S.D. Tex. 1988). Once the Debtors articulate a valid business justification, "[t]he business judgment rule . . . 'is a presumption that in making the business decision the directors of a corporation acted on an informed basis, in good faith and in the honest belief that the action was in the best interests of the company.'" *In re S.N.A. Nut Co.*, 186 B.R. 98 (Bankr. N.D. Ill. 1995); *see also In re Integrated Res., Inc.*, 147 B.R. 650, 656 (Bankr. S.D.N.Y. 1992); *Committee of Asbestos-Related Litigants and/or Creditors v. Johns-Manville Corp. (In re Johns-Manville Corp.)*, 60 B.R. 612, 615–16 (Bankr. S.D.N.Y. 1986) ("[A] presumption of reasonableness attaches to a Debtor's management decisions.").

27. The Debtors have a sound business justification for undertaking the Inmarsat Transaction. Based upon an analysis of the Debtors' ongoing and future business prospects, the Debtors' concluded that the Inmarsat Transaction is in the best interests of the

Debtors' estates and the best way to maximize recoveries for creditors in connection with the Debtors' restructuring efforts in these chapter 11 cases, as:

(a) Continued provision of the Inmarsat Services has significant operational challenges which are likely to lead to negative profitability on an ongoing basis;

(b) The sale of the Assets is estimated to generate up to approximately $16.4 million USD of cash consideration;

(c) The Inmarsat Transaction will further simplify the Debtors' global operations; and

(d) The mutual releases resolve significant potential liabilities between Inmarsat and certain Sellers.

28. The Debtors submit that the Asset Sale Agreement and the Inmarsat Transaction will provide a greater recovery for the Debtors' estates than would be provided by any other available alternative, and will additionally allow the Debtors to exit a non-core business and consolidate resources in their core businesses. As a result, the Debtors' determination to undertake the Inmarsat Transaction is a valid and sound exercise of the Debtors' business judgment.

(ii) The Settlement and Mutual Releases in the Asset Sale Agreement Should Be Approved Under Bankruptcy Rule 9019

29. The settlement embodied in the Asset Sale Agreement is fair and reasonable, and benefits the Debtors' estates by providing for, among other things, (i) releases of potential liquidated and unliquidated damages claims by Inmarsat, and (ii) the assumption of additional liabilities by Inmarsat in consideration for a compromise of payments owed by Inmarsat. The Court may grant the relief requested under the standards for approving compromises under Bankruptcy Rule 9019. "In determining whether a settlement is fair and equitable, [courts] apply [a] three-part test . . . with a focus on comparing 'the terms of the compromise with the likely rewards of litigation.'" *In re Age Ref., Inc.*, 801 F.3d 530, 540 (5th Cir. 2015) (quoting *In re*

Jackson Brewing Co., 624 F.2d 599, 602 (5th Cir. 1980) (internal quotation marks omitted)). Specifically,

> [a] bankruptcy court must evaluate: (1) the probability of success in litigating the claim subject to settlement, with due consideration for the uncertainty in fact and law; (2) the complexity and likely duration of litigation and any attendant expense, inconvenience, and delay; and (3) all other factors bearing on the wisdom of the compromise. These "other" factors—the so-called *Foster Mortgage* factors—include: (i) "the best interests of the creditors, 'with proper deference to their reasonable views'"; and (ii) "'the extent to which the settlement is truly the product of arms-length bargaining, and not of fraud or collusion.'"

Id. (citing *Jackson Brewing*, 599 F.2d at 602 and quoting *Cajun Elec. Power Coop.*, 119 F.3d at 356; *Foster Mortg.*, 68 F.3d at 917–18). "[I]t is unnecessary to conduct a mini-trial to determine the probable outcome of any claims waived in the settlement." *Cajun Elec. Power Coop.*, 119 F.3d at 356.

30. The releases in the Termination and Release Deed to be deliverable by Inmarsat and certain Sellers on the Completion Date under the Asset Sale Agreement should be approved because they are part of an overall agreement that is squarely in the best interests of the Debtors' estates and creditors. Absent the Asset Sale Agreement and the Inmarsat Transaction, the Sellers would need to explore other, potentially more costly, solutions to the controversies under the existing Inmarsat agreements. Finally, monetizing the value in the Inmarsat business far outweighs the value, if any, of any potential litigation claims against Inmarsat, particularly taking into account the potential costs of such litigation and the counterclaims that may be asserted by Inmarsat. Accordingly, the standard for approving the settlement embodied in the Asset Sale Agreement is satisfied and the settlement should be approved.

(iii) The Sale of the Assets Should Be Approved "Free and Clear" Under Section 363(f) of the Bankruptcy Code

31. Section 363(f) of the Bankruptcy Code permits the Debtors to sell assets free and clear of all liens, claims, interests, charges, and encumbrances (with any such liens, claims, interests, charges, and encumbrances attaching to the net proceeds of the sale with the same rights and priorities therein as in the sold assets). As section 363(f) is stated in the disjunctive, when proceeding pursuant to section 363(f), it is only necessary to meet one of the five conditions of section 363(f). *In re Nature Leisure Times, LLC*, No. 06-41357, 2007 WL 4554276, at *3 (Bankr. E.D. Tex. Dec. 19, 2007) ("The language of § 363(f) is in the disjunctive such that a sale free and clear of an interest can be approved if any one of the aforementioned conditions contained in § 363(f) are satisfied."). The Debtors believe that they demonstrated that they have satisfied one or more of these conditions and, in particular, that absent an objection to the sale of the Assets, any party with a claim or interest in the Assets may be deemed to have consented to the sale and that any party with a claim or interest in the Assets could be compelled to accept a money satisfaction of such interest or claim.

32. Additionally, the Court also may authorize the sale of a debtor's assets free and clear of any liens pursuant to section 105 of the Bankruptcy Code, even if section 363(f) did not apply. *See In re Ditech Holding Corp.*, 606 B.R. 544, 591 (Bankr. S.D.N.Y. 2019) ("[P]lan sales can be free and clear of claims without invoking section 363(f)."); *In re Trans World Airlines, Inc.*, No. 01–0056, 2001 WL 1820325, at *3 (Bankr. D. Del. Mar. 27, 2001) ("[B]ankruptcy courts have long had the authority to authorize the sale of estate assets free and clear even in the absence of section 363(f)."); *see also Volvo White Truck Corp. v. Chambersberg Beverage, Inc. (In re White Motor Credit Corp.)*, 75 B.R. 944, 948 (Bankr. N.D. Ohio 1987) ("Authority to conduct such sales [free and clear of liens] is within the court's equitable powers when necessary to carry

out the provisions of Title 11.") ; *In re Ondova Ltd., Co.* 2012 WL 5879147 (Bankr. N.D. Tex. 2012) (approving sale of domain names free and clear of interests pursuant to 105 and 363(f)).

(iv) The Sale of the Assets in the Asset Sale Agreement Has Been Proposed in Good Faith and Without Collusion, and Inmarsat Will Be a "Good-faith Purchaser"

33. Pursuant to section 363(m) of the Bankruptcy Code, a good-faith purchaser is one who purchases assets for value, in good faith, and without notice of adverse claims. *O'Dwyer v. O'Dwyer (In re O'Dwyer)*, 611 Fed. App'x 195, 200 (5th Cir. 2015); *In re Mark Bell Furniture Warehouse, Inc.*, 992 F.2d 7, 9 (1st Cir. 1993); *In re Willemain v. Kivitz*, 764 F.2d 1019, 1023 (4th Cir. 1985); *In re Congoleum Corp.*, No. 03-51524, 2007 WL 1428477, *2 (Bankr. D.N.J. May 11, 2007); *see also In re Abbotts Dairies of Penn., Inc.*, 788 F.2d 143, 147 (3d Cir. 1986) (to constitute lack of good faith, a party's conduct in connection with the sale must usually amount to fraud, collusion between the buyer and other bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders).

34. In other words, a party would have to show fraud or collusion between the purchaser and the debtor-in-possession or trustee or other bidders in order to demonstrate a lack of good faith. An appropriate characterization of good faith in a bankruptcy sale is a lack of "fraud, collusion between the purchaser and other bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders." *In re Bleaufontaine, Inc.*, 634 F.2d 1383, 1388 n.7 (5th Cir. 1981) (quoting *In re Rock Indus. Mach. Corp.*, 572 F.2d 1195, 1198 (7th Cir. 1978)).

35. The Debtors submit that Inmarsat is a "good-faith" purchaser within the meaning of section 363(m) and the terms of the Asset Sale Agreement were negotiated at arms'-length and in good faith without any collusion or fraud.[5] Additionally, Inmarsat is not an "insider"

[5] Section 363(m) provides that:

The reversal or modification on appeal of an authorization under subsection (b) or (c) of this section of a sale or lease or property does not affect the validity of a sale or lease under such authorization to an entity that purchased

or "affiliate" of any of the Debtors as those terms are defined in section 101 of the Bankruptcy Code. Accordingly, the Debtors contend, consistent with the *Declaration of Elliott Etheridge-Yan in Support of Motion of Debtors for Entry of an Order (I) Authorizing and Approving Inmarsat Transaction, Including (A) Private Sale Free and Clear of All Liens, Claims, Encumbrances, and Other Interests, (B) Assumption and Assignment of Certain Contracts, and (C) Settlement and Release of Claims, (II) Approving Form and Manner of Notices of Inmarsat Transaction, and (III) Granting Related Relief* ("**Etheridge-Yan Declaration**") filed contemporaneously herewith, that Inmarsat is entitled to the protections of section 363(m). Inmarsat has not acted in a collusive manner with any person. Inmarsat's prospective performance and payment of amounts owing under the Asset Sale Agreement are in good faith and for valid business purposes and uses. Inmarsat is not holding itself out to the public as a continuation of any Debtor.

36. Additionally, neither the Debtors, Inmarsat, nor any affiliate of either the Debtors or Inmarsat have taken, or failed to take, any other action that would cause or permit the Inmarsat Transaction to be avoided or costs or damages to be imposed under section 363(n) of the Bankruptcy Code or otherwise.

B. Assumption of Contracts

37. In connection with the Inmarsat Transaction, the Debtors seek to assume and assign the Proposed Assigned Contracts in **Exhibit C** to Inmarsat pursuant to section 365 of the Bankruptcy Code.

38. Section 365 of the Bankruptcy Code authorizes a debtor to assume and/or assume and assign its executory contracts and unexpired leases, subject to the approval of the

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or leased such property in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and such sale or \f were stayed pending appeal.

11 U.S.C. § 363(m).

court, so long as the defaults under such contracts and leases are cured and adequate assurance of future performance is provided. The Debtors' decision to assume or reject an executory contract or unexpired lease must only satisfy the "business judgment rule" and will not be subject to review unless such decision is clearly an unreasonable exercise of such judgment. *See, e.g.*, *Richmond Leasing Co. v. Capital Bank, N.A.*, 762 F.2d 1303, 1309 (5th Cir. 1985) (applying a business judgment standard to debtor's determination to assume an unexpired lease); *In re Penn Traffic Co.*, 524 F.3d 373, 383 (2d Cir. 2008) (business judgment test "rather obviously presupposes that the estate will assume a contract only where doing so will be to its economic advantage."); *In re Del Grosso*, 115 B.R. 136, 138 (Bankr. N.D. Ill. 1990) ("[T]he standard to be applied for approval of the assumption [of an executory contract] is the business judgment standard.").

39. Any assumption of the Proposed Assigned Contracts in **Exhibit C** is an exercise of the Debtors' sound business judgment because the transfer of such contracts and leases is integral to the Inmarsat Transaction and is necessary for the Debtors to obtain the best value for their assets. Given that consummation of the Inmarsat Transaction is critical to the Debtors' efforts to maximize value for their estates and stakeholders, the Debtors' assumption of the Proposed Assigned Contracts is an exercise of sound business judgment and should be approved.

40. In addition, to facilitate the assumption or assumption and assignment of the Proposed Assigned Contracts, the Debtors further request that the Court find that all anti-assignment provisions therein, whether such provisions expressly prohibit or have the effect of restricting or limiting assignment of such contract or lease, to be unenforceable and prohibited pursuant to section 365(f) of the Bankruptcy Code. [6]

[6] Section 365(f)(1) provides in part that, "notwithstanding a provision in an executory contract or unexpired lease of the debtor, or in applicable law, that prohibits, restricts, or conditions the assignment of such contract or lease, the trustee may assign such contract or lease…" 11 U.S.C. § 365(f)(1). Section 365(f)(3) further provides that "Notwithstanding a provision in an executory contract or unexpired lease of the debtor, or in applicable law that

C. The Court Should Waive the Stay of Bankruptcy Rules 6004 and 6006

41. Because time is of the essence with regard to the Inmarsat Transaction, the Debtors request that the Court waive the 14-day stay (i) provided in Bankruptcy Rule 6004(h) in all orders requested to be entered herein and (ii) provided in Bankruptcy Rule 6006(d) in the Proposed Order approving the Inmarsat Transaction and the Asset Sale Agreement.

Notice

42. This Motion will be served upon (i) to the best knowledge of Debtors' management and advisors, all entities that have expressed written interest in a transaction for the Assets within the past six (6) months; (ii) all known creditors of the Sellers; (iii) all counterparties to the Proposed Assigned Contracts; (iv) all federal, state, and local regulatory or taxing authorities or recording offices which have a reasonably known interest in the relief granted herein; and (v) all parties entitled to notice pursuant to Bankruptcy Rule 2002 and Local Rule 2002-1via ECF, by email, fax, or first class mail, as soon as practicable, and in no event later than two (2) business days following the date of this Motion.

43. The Debtors believe the notice described above constitutes adequate and reasonable notice of, among other things, the Inmarsat Transaction, the Asset Sale Agreement, the sale of the Assets, and the deadline to object to the proposed Inmarsat Transaction. Accordingly, the Debtors request that the Court find that the notices provided hereunder are adequate and appropriate under the circumstances and comply with the requirements of Bankruptcy Rule 2002 and Local Rule 2002-1.

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terminates or modifies, or permits a party other than the debtor to terminate or modify, such contract or lease or a right or obligation under such contract or lease on account of an assignment of such contract or lease, such contract, lease, right, or obligation may not be terminated or modified under such provision because of the assumption or assignment of such contract or lease by the trustee." 11 U.S.C. § 365(f)(3).

WHEREFORE the Debtors respectfully request entry of the Proposed Order granting the relief requested in this Motion and such other and further relief, at law or in equity, as the Court may deem just and appropriate.

Dated: November 13, 2020
Houston, Texas

Respectfully submitted,

/s/ Alfredo R. Pérez

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Attorneys for Debtors
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Certificate of Service

I hereby certify that on November 13, 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

Asset Sale Agreement

ASSET SALE AGREEMENT

Each of the Sellers listed in item 1 of schedule 1

Seller Representative

Each of the Purchasers listed in item 2 of schedule 1

Purchaser Representative

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DETAILS

Date 13 November 2020

Parties

Sellers
Each of the Persons listed in Item 1 of Schedule 1

Seller Representative
Name Speedcast Cyprus Limited
Address c/- Speedcast Australia Pty Limited, Unit 4F, Level 1, Lakes Business Park, 12 Lord Street, Botany, NSW, 2019, Australia
At the address and email and attention to the Persons set forth in Attachment 1 to the Seller Letter

Purchasers
Each of the Persons listed in Item 2 of Schedule 1

Purchaser Representative
Name Inmarsat Global Limited
Address 99 City Road, London, EC1Y 1AX, United Kingdom
At the address and email and attention to the Persons set forth in Attachment 1 to the Purchaser Letter

BACKGROUND

A The Sellers are engaged in, among other things, (i) the business of reselling Inmarsat Fleet Xpress Services (**SC FX Business**) and (ii) the business of reselling Inmarsat Fleet Broadband Services on a standalone basis without other satellite services (**SC Standalone FB Business** and, together with the SC FX Business, the **Business**).

B The Sellers are the owners of the Assets.

C The Sellers propose to sell, and the Purchasers propose to buy, all of the Sellers' right, title and interest in, to and under the Assets, and Inmarsat Maritime proposes to assume certain of the obligations and liabilities of the Sellers related to certain of the Assets, all on the terms and subject to the conditions set forth in this Agreement.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

Definitions

1.1 In this Agreement, the following terms set forth in this clause 1.1 shall have the meanings given them in this clause 1.1. Certain other terms used in this Agreement are defined elsewhere in this Agreement.

Acceding Affiliate has the meaning given in clause 10.9(a).

Accelerated Completion Criteria means that:

(a) the Condition in clause 3.1(a) shall have been satisfied; and

(b) the Purchasers shall have, by no later than 11 December 2020, provided the Sellers with a notice confirming that they have received, or been provided with, the items and deliverables set forth in Attachment 2 to the Purchaser Letter, in each case in form and substance satisfactory to the Purchasers (acting reasonably).

Accounting Standards means the International Financial Reporting Standards as adopted by the EU, Interpretations issued by the International Financial Reporting Interpretations Committee which have been confirmed by the International Accounting Standards Board and other generally accepted accounting principles and practices for companies similar to the Sellers in force as at the date of this Agreement.

Action means any action, litigation, claim, demand, dispute, complaint, suit, proceeding, arbitration or mediation by or before any Regulatory Authority.

Affiliate means, (i) with respect to any Seller or any other specified Person (other than any one or more of the Purchasers), any other Person directly or indirectly Controlling or Controlled by or under direct or indirect common Control with such specified person; and (ii) with respect to any one or more of the Purchasers, Connect BidCo Limited and the direct and indirect subsidiary undertakings of Connect BidCo Limited and shall not include any direct or indirect shareholder of Connect BidCo Limited or any of their respective Representatives.

Agreement means this document, including any schedule or annexure to it and including the Seller Letter (which is incorporated by reference herein).

Agreement Claim has the meaning given in clause 17.1.

ANZ Bank means Australia and New Zealand Banking Group Limited ABN 11 005 357 522.

ANZ Security Document means the debenture fixed and floating charge dated 5 July 2019 between Speedcast Cyprus and ANZ Bank.

Applicable Law means, in respect of any Person, any applicable law, statute, common law, rule, code, orders, directive or regulation which relates to the relevant Person including, but not limited to: (a) any domestic or foreign statute or regulation; (b) any rule or practice of any Regulatory Authority, stock exchange or self-regulatory organisation with which the relevant person is bound or accustomed to comply; and (c) any agreement entered into by the relevant person and any Regulatory Authority or between any two or more Regulatory Authorities.

Assets means, in respect of the Sellers, the following assets, properties and rights (other than Excluded Assets) owned or leased by the relevant Seller and used or held for use in the conduct of, or otherwise constituting, the Business:

(a) the GX System Inventory;

(b) the Leased FX System Inventory;

(c) each Customer Contract to which the relevant Seller is a party;

(d) each Pre-Completion Transferring Receivable owing to the relevant Seller; and

(e) any Documentation and Materials held by or under the control of the relevant Seller.

Assumed Liabilities means the obligations of the Sellers under each Customer Contract, to the extent such obligations are not required to be performed on or prior to the Effective Time, are disclosed on the face of such Customer Contract and accrue subsequent to the Effective Time, excluding, for the avoidance of doubt, any of the Excluded Liabilities.

Bankruptcy Code means title 11 of the United States Code, 11 U.S.C. §§ 101–1532, as may be amended from time to time, or any successor statute.

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

Bills of Exchange Agreement means the bills of exchange agreement dated 5 July 2019 between Thrane & Thrane A/S and ANZ Bank.

Business Day means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in the place where an act is to be performed or a payment is to be made.

Breaching Party means, in respect of each Agreement Claim brought by a Claiming Party, any Party who may be liable to make a payment to a Claiming Party for any Loss as a result of the relevant Agreement Claim brought by the Claiming Party.

CFO Completion Revenue Certificate has the meaning given in clause 10.8.

Chapter 11 Proceedings means the proceedings commenced by certain Seller Group Members on 23 April 2020 under chapter 11 of title 11 of the United States Code in the Bankruptcy Court as jointly administered under Case No. 20-32243 (MI).

Claim includes a demand, claim, complaint, dispute or Action, however arising and whether present, unascertained, immediate, future or contingent, including, without limitation, successor liability.

Claiming Party means a Party entitled to make an Agreement Claim against another Party.

Collection Period means the period commencing on the Completion Date and ending on the earlier of:

(a) the last day of the calendar month in which the last of the Pre-Completion Transferring Receivables have been collected by the IGL; and

(b) the date falling 15 months after the Completion Date.

Completion means completion of the sale and purchase of the Assets in accordance with clause 8 on the Completion Date.

Completion Date means the date on which Completion actually occurs, which shall be:

(a) either:

(i) if the Condition in clause 3.1(a) is not satisfied on or before 30 November 2020 but the Accelerated Completion Criteria are satisfied on or before 11 December 2020, subject to satisfaction or waiver of all of the Conditions in accordance with clause 3.7, 1 January 2021; or

(ii) subject to satisfaction or waiver of all of Conditions in accordance with clause 3.7, the first day of the second calendar month following the month in which the Condition in clause 3.1(a) is satisfied; or

(b) any other date agreed in writing by the Sellers and the Purchasers.

Completion Offset Amount means the aggregate of all amounts invoiced by any Purchaser Group Member to any Seller Group Member under any commercial arrangement between the relevant Purchaser Group Member and the relevant Seller Group Member which:

(a) is due and payable as of the Effective Time;

(b) has not been paid by the relevant Seller Group Member as of the Effective Time; and

(c) is not subject to a good faith dispute by the relevant Seller Group Member,

but, in all cases, excluding any amounts relating to pre-petition indebtedness of any Seller Group Member to any Purchaser Group Member (including any interest, fees or costs relating to such indebtedness), as such aggregate dollar amount is agreed by the Parties or determined in accordance with clause 6 and reflected in cell D13 of the Updated and Final Completion Statement.

Completion Payment means an amount equal to $7,800,000, less the amount agreed by the Parties or determined in accordance with clause 6 and reflected in cell D11 of the Updated and Final Completion Statement, as such dollar amount is agreed by the Parties or determined in accordance with clause 6 and reflected in cell D12 of the Updated and Final Completion Statement.

Completion Statement means the "Completion Statement" tab of excel spreadsheet included as Attachment 2 to the Seller Letter, as updated and agreed by the Parties or determined in accordance with clause 6.

Completion Statement Dispute means a dispute in respect of any matter contemplated in clause 6.1(a) in respect of which the Parties have not reached, or are unable to reach, an agreement.

Completion Statement Update Date has the meaning given in clause 6.1.

Completion Statement Update Inputs means the numerical values and their underlying input cells in the Completion Statement.

Condition means a condition precedent to Completion set out in clause 3.1 or clause 3.2.

Confidentiality Agreement means the Confidentiality Agreement entered into between Speedcast International and Inmarsat Global Limited (UK company number 3675885) dated 17 August 2020.

Control means, when used with respect to any specified Person, the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise.

Current Receivable means each debt (or a portion thereof) owing to a Seller under a Customer Contract as at the Effective Time in respect of services provided by any one or more of the Sellers prior to the Effective Time and which:

(a) has been invoiced by the relevant Seller prior to the Effective Time;

(b) is undisputed by the relevant Person owing the debt; and

(c) is not overdue by more than 31 days from its invoiced due date.

For the avoidance of doubt, Current Receivables shall not include:

(d) any amounts that are billed by a Seller in advance of the performance of the applicable services for any services to be performed after the Effective Time;

(e) any Non-Transferring Receivable;

(f) any Post-Completion Billed WIP;

(g) any Pre-Completion Transferring Receivable described in clause (e) of the definition of Excluded Assets; or

(h) any Specified Speedcast Group Customer Receivable.

Current Receivables Credit Note means any Credit Note issued in accordance with clause 14.4 that relates to a Current Receivable, excluding any Credit Note which is included in the calculation of the Current Receivables Credit Note Offset Amount.

Current Receivables Credit Note Offset Amount means an amount equal to the sum of:

(a) the amount of all Credit Notes issued in accordance with clause 14.4 that relate to a Current Receivable; and

(b) the amount of any other downward adjustments to a Current Receivable for customer disputes or concerns that:

(i) relate to a Current Receivable;

(ii) are identified during the period commencing on the Effective Time and ending on the Deferred Completion Payment Date; and

(iii) have been agreed by IGL and the Sellers (acting reasonably).

Customer means any Person, including, without limitation, any direct customer or any agent or reseller, with which a Seller has entered into a Customer Contract.

Customer Contracts means:

(a) each Documented Customer Contract;

(b) each Undocumented Customer Contract; and

(c) each contract entered into between a Seller and a customer of the Business between the date of this Agreement and Completion for the provision of Inmarsat Fleet Xpress or Inmarsat Fleet Broadband services, subject to the consent of Inmarsat Maritime to the inclusion of such contract as a Customer Contract (acting reasonably),

including, without limitation, the contracts (and other Customer data) referenced in document number 16.03.30 and document number 16.03.31 in the Data Room,

but excluding, for the avoidance of doubt, any Post-Signing Terminated Customer Contract.

Data Breach means the unauthorized access to, or disclosure of, User Data by any Person.

Data Room means the archived virtual data room titled “Project Pioneer” hosted by Ansarada and dated 9 November 2020, a copy of which has been downloaded by each Party prior to the execution of this Agreement.

Debtor means any Customer that owes to a Seller a Pre-Completion Transferring Receivable.

Deferred Completion Offset Amount means the aggregate of all amounts invoiced by any Purchaser Group Member to any Seller Group Member under any commercial arrangement between the relevant Purchaser Group Member and the relevant Seller Group Member which:

(a) are due and payable, or not yet due and payable, as of the Deferred Completion Payment Date;

(b) have not been paid by the relevant Seller Group Member as of the Deferred Completion Payment Date; and

(c) are not subject to a good faith dispute by the relevant Seller Group Member,

but, in all cases, excluding any amounts relating to prepetition indebtedness of any Seller Group Member to any Purchaser Group Member (including any interest, fees or costs relating to such indebtedness), as such aggregate dollar amount is agreed by the Parties or determined in accordance with clause 9 and reflected in cell D13 of the Updated and Final Deferred Completion Payment Statement.

Deferred Completion Payment means:

(a) the aggregate amount of Current Receivables being transferred by the Sellers to IGL at the Effective Time, as such dollar amount is agreed by the Parties or determined in accordance with clause 9 and reflected in cell D10 of the Updated and Final Deferred Completion Payment Statement; *less*

(b) the Current Receivables Credit Note Offset Amount as of the Deferred Completion Payment Date, if any, as such dollar amount is agreed by the Parties or determined in accordance with clause 9 and reflected in cell D11 of the Updated and Final Deferred Completion Payment Statement.

Deferred Completion Payment Date means the date falling 2 Business Days after the Deferred Completion Payment Statement has been updated and finalised in accordance with clause 9.

Deferred Completion Payment Dispute Notice has the meaning given in clause 9.2.

Deferred Completion Payment Statement means the "Deferred Completion Statement" tab of the excel spreadsheet included as Attachment 3 to the Seller Letter, as updated and agreed by the Parties or determined in accordance with clause 9.

Deferred Completion Payment Statement Dispute means a dispute in respect of any matter contemplated in clause 9.1(a) in respect of which the Parties have not reached, or are unable to reach, an agreement.

Deferred Completion Payment Statement Update Date has the meaning given in clause 9.1.

Deferred Completion Payment Statement Update Inputs means the numerical values and their underlying input cells in the Deferred Completion Payment Statement.

Defaulting Party has the meaning given in clause 8.6.

Disclosed (and **Disclosing** and **Disclosure**) has the meaning given in clause 18.2.

Dispute Notice has the meaning given in clause 6.2.

Documentation and Materials means all:

(a) originals or copies of all Documented Customer Contracts;

(b) originals or copies of each documented contract referred to in clause (c) of the definition of Customer Contracts; and

originals or copies of all books, records, reports and other documents and information created by, owned by, or under the control of a Seller to the extent necessary to support the assignment, and operational collection by IGL, of the Pre-Completion Transferring Receivables, including all SIM / ICCID / IMEI data, Public IP addresses used by each of the Customers as at Completion and email addresses used between the Sellers and Customers as at Completion,

provided that, in the case of any of the foregoing which one or more of the Sellers is required by Applicable Law to maintain despite Completion of the transactions contemplated by this Agreement, such Documentation and Materials shall be copies only and not the original of such documentation; and provided further, that for the avoidance of doubt, excluding the Excluded Document and Materials.

Documented Customer Contracts means the contracts set out in document number 16.04.13.01 and document number 16.04.13.02 in the Data Room.

Due Diligence Materials means:

(a) the written information and documents provided to the Purchasers by, on or behalf of, the Sellers at least three (3) Business Days before the date of this Agreement in the Data Room as set out in the index included as document number 16.01.06 in the Data Room; and

(b) the written questions raised by the Purchasers during the course of their due diligence investigations and the written responses given to those questions by the Sellers and its Representatives at least three (3) Business Days before the date of this Agreement, as set out in folder number 16.01 in the Data Room.

Effective Time means 12.01 am on the Completion Date.

Encumbrance means any mortgage, charge, pledge, Lien, security interest, option, restriction, assignment, right to acquire, right of pre-emption or any other form of right, interest, preference, security or encumbrance of any nature or any agreement, arrangement or obligation to create any of them.

Excluded Documentation and Materials means books, records, reports and other documents or information that relates to the financial performance, financial position or Tax affairs of any Seller Group Member.

Excluded Assets means:

(a) the Sigma Platform;

(b) the Source Code;

(c) the Excluded Documentation and Materials;

(d) any Customer Contract which is terminated by, or otherwise repudiated by, the relevant Customer to that Customer Contract between the date of signing of this Agreement and Completion (**Post-Signing Terminated Customer Contract**);

(e) any Pre-Completion Transferring Receivables owing under any Post-Signing Terminated Customer Contract;

(f) any Documentation and Material related solely to any Post-Signing Terminated Customer Contract;

(g) all Non-Transferring Receivables; and

(h) any Specified Speedcast Group Customer Receivable.

Excluded Liabilities has the meaning given in clause 4.4.

Expert has the meaning given in clause 6.5(a) and clause 9.5(a) as the context requires.

Extended Billing Customers means the Customers set forth in Attachment 4 to the Seller Letter.

FB Services means Fleetbroadband service provided over Inmarsat satellites, including Fleet One service.

Final Order means an order or judgment of a court of competent jurisdiction that has been entered on the docket maintained by the clerk of such court and has not been reversed, vacated or stayed.

Fundamental Seller Representations and Warranties means the Seller Representations and Warranties set forth in clauses 1.1, 1.2, 1.3, 2.1, 2.2, 2.4 and 6.1 of the Seller Representations and Warranties.

FX Services means Fleet Xpress service provided over Inmarsat Satellites.

FX System means, in respect each Vessel the subject of a Customer Contract, all equipment on the relevant Vessel which is owned by Speedcast Cyprus at the Completion Date and which is required to deliver the services contemplated under the relevant Customer Contract, including but not limited to the GX System, Sigma Hardware, cables to connect the GX System and the Sigma Hardware, uninterruptible power supplies, installation materials and a rack to house the GX System and Sigma Hardware which is on the relevant Vessel at Completion, excluding (for the avoidance of doubt) the Sigma Platform.

Greater Than 90-Day Historical Receivable means a Historical Receivable that is overdue by more than 90 days from its invoiced due date.

GX System means a 60GX or 100GX antenna system which comprises an antenna, modem and control unit.

GX System Inventory means 60 new, complete and uninstalled GX Systems owned by Speedcast Cyprus.

Historical Receivable means each debt (or a portion thereof) owing to a Seller under a Customer Contract as at the Effective Time in respect of services provided by any one or more of the Sellers prior to the Effective Time and which:

(a) has been invoiced by the relevant Seller prior to the Effective Time; and

(b) is overdue by more than 31 days from their invoiced due date.

For the avoidance of doubt, Historical Receivables shall not include:

(c) any amounts that are billed by a Seller in advance of the performance of the applicable services for any services to be performed after the Effective Time;

(d) any Non-Transferring Receivable;

(e) any Post-Completion Billed WIP;

(f) any Pre-Completion Transferring Receivable described in clause (e) of the definition of Excluded Assets; or

(g) any Specified Speedcast Group Customer Receivable.

Historical Receivable True Up Collection Amount means the amount determined in accordance with clause 14.12.

Historical Receivable True Up Collection Payment Date means the earlier of:

(a) the last day of the calendar month in which all amounts due under the Current Receivables have been collected by the IGL in accordance with clauses 14.3 and 14.4; and

(b) the last day of the calendar month that is 15 months after the Completion Date.

ICAEW means the Institute of Chartered Accountants in England and Wales whose administrative office is currently at Metropolitan House, 321 Avebury Boulevard, Milton Keynes, MK9 2FZ.

ICAEW Rules for Expert Determination means the rules published by the ICAEW from time to time, and currently available at: <https://www.icaew.com/-/media/corporate/files/about-icaew/where-we-are/find-a-chartered-accountant/icaew-rules-for-expert-determination.ashx?la=en>

Indemnification Claim means a Claim by a Seller or a Purchaser under the indemnification provisions of clause 16.

Indemnification Claim Matters has the meaning given in clause 16.7.

Indemnified Party has the meaning given in clause 16.3(a).

Indemnifying Party has the meaning given in clause 16.3(a).

IGL means Inmarsat Global Limited, a company incorporated and existing under the laws of England and Wales (Registration Number 03675885).

Inmarsat Maritime means Inmarsat Maritime Ventures Limited, a company incorporated and existing under the laws of England and Wales (Registration Number 12584716).

Inmarsat Solutions means Inmarsat BV, a company organized and existing under the laws of the Netherlands (Registration Number 12584716).

Inmarsat Specified Persons means the individuals listed in the document included as Attachment 3 to the Purchaser Letter.

Intellectual Property means any or all of the following and all rights, arising out of or associated therewith:

(a) all patents and applications therefor and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof;

(b) all inventions (whether patentable or not), invention disclosures, improvements, proprietary information, know-how, technology and technical data;

(c) all copyrights, copyright registrations and applications therefor, and all other rights corresponding thereto;

(d) all industrial designs and any registrations and applications therefor;

(e) all databases and data collections and all rights therein;

(f) all moral and economic rights of authors and inventors, however denominated; and

(g) any similar or equivalent rights to any of the foregoing.

Leased FX System Inventory means each FX System which is owned by Speedcast Cyprus and leased to a Customer of a Seller for installation and use on a Vessel on the terms and conditions of the relevant Customer Contract between the Seller and the Customer, including the FX Systems identified in Attachment 5 to the Seller Letter.

Lien has the meaning given to such term in the Bankruptcy Code.

Less Than 90-Day Historical Receivable means a Historical Receivable that is overdue by more than 31 days from its invoiced due date but overdue by 90 days or less from its invoiced due date.

Liquidated Damages Formula means, in respect of a Vessel which is the subject of a breach by any one or more Sellers of clause 19.1 or 19.2 (or, if applicable, simultaneous breaches by multiple Sellers arising under the same events or circumstances), an amount equal to:

(a) where the Vessel is subject to a Customer Contract with a fixed term remaining in the relevant Customer Contract, the monthly revenue generated by the relevant Vessel *multiplied by* the number of months remaining of the then current term of the applicable Customer Contract for the Vessel; and

(b) where the Vessel is subject to a Customer Contract which is operating on a month-to-month basis or without a specific term, the amount of revenue generated by the Vessel *multiplied by* the lesser of:

(i) twelve (12); and

(ii) the aggregate of the number of consecutive months that the applicable Customer has acquired telecommunications services for the relevant Vessel from a Seller or a Purchaser Group Member (determined as of the date on which such damages is applied).

Longstop Date means:

(a) 28 February 2021; or

(b) any other date agreed in writing by the Sellers and the Purchasers.

Losses include any damages, losses, costs, liabilities, payments, judgments, fines, penalties, interest, costs and expenses (including amounts paid in settlement, costs of investigation and reasonable legal and other professional fees and expenses) of any kind and however arising.

Maintenance of Revenues Period means the period commencing on the date of this Agreement and ending on the third anniversary of the Completion Date.

Material Customer Contracts means each of the Documented Customer Contracts described in document number 16.04.14 in the Data Room.

Monthly Historical Receivable Collection Amount means each amount determined in accordance with clause 14.11.

Monthly Historical Receivable Collection Payment Date means, in respect of a Monthly Historical Receivable Collection Amount, date falling ten (10) Business Days after the end of each calendar month during the Collection Period.

Net Asset Purchase Price means the sum of the Completion Payment and the Deferred Completion Payment, as such dollar amount is agreed by the Parties or determined in accordance with clause 9 and reflected in cell D27 of the "Deferred Completion Statement" tab of the Updated and Final Deferred Completion Statement.

Non-Assignable Customer Contract has the meaning given in clause 13.4.

Non-Defaulting Party has the meaning given in clause 8.6.

Non-Transferring Receivables means any debt (or a portion thereof) owing to a Seller by a Speedcast Group Customer in respect of services provided by such Seller that do not constitute services provided under a Customer Contract as more fully set forth in Attachment 6 to the Seller Letter.

Party means each of the Sellers and each of the Purchasers and **Parties** means all of the Sellers and all of the Purchasers collectively.

Permits means all notifications, licenses, permits, franchises, certificates, approvals, exemptions, classifications, registrations and other similar documents and authorizations issued by any Regulatory Authority, and applications therefor.

Post-Completion Billed WIP means each debt owing to a Seller under a Customer Contract as at the Effective Time in respect of services provided by any one or more of the Sellers prior to the Effective time and which has not been invoiced by the relevant Seller prior to the Effective Time, but is invoiced by the relevant Seller on or before:

(a) in the case of Customers other than Extended Billing Customers, 15 days after Completion, and

(b) in the case of Extended Billing Customers, the date that is 5 Business Days after the end of the month following the Completion Date,

the aggregate of such amounts which:

(c) in the case of Customers other than Extended Billing Customers, shall be agreed by the Parties and reflected in cell D32 of the Updated and Final Deferred Completion Payment Statement; and

(d) in the case of Extended Billing Customers, shall be notified by the Sellers to the Purchasers no later than 2 Business Days after the date that is 5 Business Days after the end of the month following the Completion Date, which notice shall contain a schedule of the amounts invoiced to each Extended Billing Customer and a copy of each invoice to the Extended Billing Customers.

Post-Completion Debtor has the meaning given in clause 14.19(a).

Post-Completion Receivable means any debt which becomes due and payable under a Customer Contract and which relates to the provision of services after the Effective Time.

Post-Signing Terminated Customer Contract has the meaning given in paragraph (d) of the definition of “Excluded Asset”.

Pre-Completion Transferring Receivables means:

(a) all Current Receivables; and

(b) all Historical Receivables.

Purchaser means each of the Persons listed in Item 2 of Schedule 1 to this Agreement and **Purchasers** means all of the Persons listed in Item 2 of Schedule 1 to this Agreement collectively.

Purchaser Confidential Information means confidential and proprietary information of or relating to (i) the Purchasers or any other Purchaser Group Member, or (ii) the Assets or the Assumed Liabilities, in each case, other than any such information that is available to the public on the Completion Date or thereafter becomes available to the public other than as a result of a breach of clause 22 by any of the Sellers.

Purchaser Group Member means Connect BidCo Limited and its direct and indirect subsidiary undertakings and shall not include any direct or indirect shareholder of Connect BidCo Limited or any of their respective Representatives, and together these entities comprise the **Purchaser Group**.

Purchaser Letter means the letter from the Purchasers to the Sellers dated the date of this Agreement attaching certain information for purposes of this Agreement.

Purchaser Representations and Warranties means the representations and warranties of the Purchasers set out in schedule 4.

Purchaser Representation and Warranty Indemnification Claim means a Claim by a Purchaser arising out of, resulting from or relating to any breach or inaccuracy of a Seller Representation and Warranty under the indemnification provisions of clause 16.1(a) .

Purchaser Representative means IGL.

Receivable Security Amount has the meaning given in clause 14.10(b)(i)(B).

Regulatory Authority means any federal, state, foreign, local, territory or municipal government or any political subdivision thereof, or any administrative or judicial body, court, ministry, department, commission, authority, instrumentality, tribunal or agency or other governmental, quasi-governmental or regulatory authority or any self-regulatory organisation in any relevant jurisdiction.

Relevant Equipment means the Assets over which security interests have been granted by Speedcast Cyprus in favour of the ANZ Bank pursuant to the ANZ Security Document.

Representatives means, in relation to a Person, all officers, directors, employees, professional advisers, agents and attorneys of the Person.

Restraint Period means the period commencing on the Completion Date and ending on the date that is 36 months after the Completion Date.

Restrained Activities means contracting with, or otherwise engaging with, any Customer for the purposes of providing telecommunication services to any one or more Vessels.

Revenue Baseline means US$135,000,000.

Sale Motion means the motion, in substantially the form included as Attachment 7 to the Seller Letter, seeking approval of the Sale Order by the Bankruptcy Court.

Sale Order means the order of the Bankruptcy Court, substantially in form attached to this Agreement as Annexure A or otherwise reasonably satisfactory to the Parties, to be entered by the Bankruptcy Court pursuant to sections 105, 363 and 365 of the Bankruptcy Code, which shall, among other things:

(a) approve the execution, delivery and performance by the Sellers of this Agreement and the terms and obligations of this Agreement in all respects;

(b) approve the sale of the Assets to the Purchasers free and clear of all Claims and Encumbrances (other than any Encumbrances included in the Assumed Liabilities) pursuant to section 363(f) of the Bankruptcy Code; and

(c) approve the assumption and assignment to Inmarsat Maritime of the Customer Contracts and the Assumed Liabilities; and find that this Agreement was negotiated at arms' length and that the Purchasers are good faith purchasers entitled to the protections of section 363(m) of the Bankruptcy Code.

Sanctions means any economic sanctions or trade restrictions administered or enforced by the governments of the United States, the European Union, or Her Majesty's Treasury or by the United Nations Security Council.

Seller means each of the Persons listed in Item 1 of Schedule 1 to this Agreement and **Sellers** means all of the Persons listed in Item 1 of Schedule 1 to this Agreement collectively.

Seller Confidential Information means confidential and proprietary information of or relating to the Sellers or any other Seller Group Member, other than information that relates to the Assets or the Assumed Liabilities and other than any such information that is available to the public on the Completion Date or thereafter becomes available to the public other than as a result of a breach of clause 22 by the Purchasers.

Seller Entitlement Amount has the meaning given in clause 14.10(b).

Seller Group Member means each Seller and each of its Affiliates and together these entities comprise the **Seller Group**.

Seller Letter means the letter from the Sellers to the Purchasers dated the date of this Agreement attaching certain information, documents and agreements for purposes of this Agreement.

Seller Representations and Warranties means the representations and warranties of the Sellers set out in schedule 3.

Seller Representation and Warranty Indemnification Claim means a Claim by a Seller arising out of, resulting from or relating to any breach or inaccuracy of a Purchaser Representation and Warranty under the indemnification provisions of clause 16.2(b).

Seller Representative means Speedcast Cyprus.

Service Credit means any credit allowed, offered or due, prior to the Effective Date, to any Customer under the Customer Contracts.

Sigma Documentation has the meaning given in the Sigma Licence.

Sigma Hardware means the Sigma Net, Gateway and/or Xtreme servers in addition to all Sigma-supplied hardware including (but not limited to) the physical rack, analogue and/or digital voice gateways, PDU (power distribution unit), external network switches and/or routers, UPS (uninterruptable power supplies), power supply filters, patch panels and related interconnect cabling.

SIGMA Licence means the licence in the form included as Attachment 8 to the Seller Letter.

SIGMA Platform has the meaning given in the SIGMA Licence.

Source Code has the meaning given in the SIGMA Licence.

Specified Speedcast Group Customers means each Speedcast Group Customer listed in Attachment 9 to the Seller Letter.

Specified Speedcast Group Customer Receivable means each debt (or a portion thereof) owing to a Seller under a Customer Contract as at the Effective Time in respect of services provided by any one or more of the Sellers prior to the Effective Time and which has been invoiced by the relevant Seller prior to the Effective Time, which is owing from a Specified Speedcast Group Customer.

Speedcast Cyprus means Speedcast Cyprus Limited, a company incorporated and existing under the laws of Cyprus with registration number HE342760.

Speedcast Group Customers means each of the Customers listed in Attachment 10 to the Seller Letter.

Speedcast International means Speedcast International Limited ACN 600 699 241, a company incorporated and existing under the laws of Australia with registration number HE342760.

Speedcast Specified Persons means the individuals listed in Attachment 11 to the Seller Letter.

Standard Rate in relation to interest payable on any payment due under this Agreement means the Law Society's interest rate being four per cent over the base rate of Barclays Bank available at: <https://www.lawsociety.org.uk/topics/property/law-society-interest-rate>.

Tax means any tax, levy, excise, duty, charge, surcharge, contribution, withholding tax, impost or withholding obligation of whatever nature, whether direct or indirect, by whatever method collected or recovered, together with any fees, penalties, fines, interest or statutory charges.

Tax Authority means any Regulatory Authority responsible for the assessment, collection, withholding or administration of Tax in any country or jurisdiction.

Terminating Contract means the *Strategic Alliance Agreement* dated 10 June 2016 between Inmarsat Global Limited (UK company number 3675885) and Speedcast Limited (Hong Kong company number 30353825), as amended from time to time including in accordance with the *SAA Extension Agreement* dated 31 December 2019.

Termination and Release Deed means the deed in the form included as Attachment 12 to the Seller Letter, in respect of the Terminating Contract.

Third Party Claim has the meaning given in clause 16.3(a).

Third Party Products has the meaning given in the SIGMA Licence.

Thrane & Thrane A/S means Thrane & Thrane A/S, a corporation organised and existing under the laws of Denmark.

Transaction Agreements means this Agreement, the Transition Services Agreement, the SIGMA Licence, the Termination and Release Deed, the Bill of Sale, the Assignment and Assumption Agreement and any other agreement entered into between or among one or more of the Sellers and one or more of the Purchasers, and required to be delivered by any of the foregoing, pursuant to the terms of this Agreement, in each case together with any schedules, exhibits, annexes and appendices thereto.

Transition Services Agreement means the *Transition Services Agreement* dated the date of this Agreement between Speedcast Cyprus, Inmarsat Maritime and IGL.

Undocumented Customer Contracts means the undocumented arrangements for the supply of FX Services or FB Services between a Seller and each third party listed in document number 16.04.13.03 and document number 16.04.13.04 in the Data Room.

Updated and Final Completion Statement means the Completion Statement as updated and finalised in accordance with clause 6.

Updated and Final Deferred Completion Payment Statement means the Deferred Completion Payment Statement as updated and finalised in accordance with clause 9.

User Data means (a) any information relating to an identified or identifiable natural person, (b) any information that enables a Person to contact, identify or track the individual, and (c) any other information that constitutes personally identifiable information or sensitive personal data under privacy and data security Applicable Laws, in each case, that the Sellers have collected from Customers.

VAT means any Value Added Tax or any equivalent tax chargeable in any country or jurisdiction of the Sellers.

Vessels means the vessels listed in document number 16.03.30 and document number 16.03.31 in the Data Room.

Wrong Pocket Asset means any asset, property or right, including, without limitation, any contract, agreement, inventory, receivable or documentation, that would have been included in the Assets if owned by one or more of the Sellers but is actually owned by a Seller Group Member other than a Seller.

Interpretation

1.2 In this Agreement, unless the contrary intention appears, reference to:

(a) one gender includes the others;

(b) the singular includes the plural and the plural includes the singular;

(c) a recital, clause, schedule or annexure is a reference to a clause of or recital, schedule or annexure to this Agreement and references to this Agreement include any recital, schedule or annexure;

(d) any contract (including this Agreement) or other instrument includes any variation, amendment, supplement or replacement of it;

(e) a statute, ordinance, code or other Applicable Law includes subordinate legislation (including regulations) and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

(f) a **Person** includes an individual, a firm, corporation, partnership, joint venture, limited liability company, Regulatory Authority, unincorporated organization, trust, association or other entity, and their legal personal representatives (including executors), administrators, successors, substitutes (including by way of novation) and permitted assigns

(g) a body which has been reconstituted or merged must be taken to be to the body as reconstituted or merged, and a body which has ceased to exist and the functions of which have been substantially taken over by another body must be taken to be to that other body;

(h) an accounting term is to that term as it is used in Accounting Standards;

(i) time is a reference to the time in London, United Kingdom;

(j) a day or a month means a calendar day or calendar month; and

(k) money (including **$**) is to US dollars.

1.3 The meaning of any general language is not restricted by any accompanying example, and the words **includes**, **including**, **such as**, **for example** or similar words are not words of limitation.

1.4 The word **costs** includes charges, expenses and legal costs.

1.5 Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.

1.6 Headings and the table of contents are for convenience only and do not form part of this Agreement or affect its interpretation.

1.7 If a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day.

1.8 Where time is to be calculated by reference to a day or event, that day or the day of that event is excluded.

1.9 If an act must be done on a specified day which is not a Business Day, the act must be done instead on the next Business Day, except where this Agreement expressly specifies otherwise.

1.10 A provision of this Agreement must not be construed to the disadvantage of a party merely because that party was responsible for preparing this Agreement or the inclusion of a provision in this Agreement.

Reasonable endeavours

1.11 Any provision of this Agreement which requires a Party to use reasonable endeavours or all reasonable endeavours to procure that something is performed or occurs or does not occur does not include any obligation:

(a) to pay any money or to provide any financial compensation, valuable consideration or any other incentive to or for the benefit of any Person except for payment of any applicable fee for the lodgement or filing of any relevant application with any Regulatory Authority; or

(b) to commence any legal action or proceeding against any Person,

except where that provision expressly specifies otherwise.

Joint and Several Nature of Sellers and Purchasers Obligations and Liabilities

1.12 Notwithstanding anything to the contrary contained in this Agreement:

(a) all of the representations, warranties, covenants, agreements, obligations and liabilities of any Seller under this Agreement shall be the joint and several representations, warranties, covenants, agreements, obligations and liabilities of each and all of the Sellers under this Agreement; and

(b) all of the representations, warranties, covenants, agreements, obligations and liabilities of any Purchaser under this Agreement shall be the joint and several representations, warranties, covenants, agreements, obligations and liabilities of each and all of the Purchasers under this Agreement.

Knowledge and awareness of the Sellers

1.13 If any Seller Representation and Warranty is qualified by the Sellers' awareness or knowledge, the facts of which the Sellers are aware or that are within the Sellers' knowledge are taken to be, and are limited to, all facts of which any of the Speedcast Specified Persons are actually aware after making reasonable inquiries.

2. SELLER REPRESENTATIVE AND PURCHASER REPRESENTATIVE

Seller Representative

2.1 Each Seller individually, irrevocably and unconditionally appoints the Seller Representative to be its attorney-in-fact, agent and representative to do any or all acts, matters or things which the Seller Representative in its sole discretion considers necessary, convenient or appropriate to give effect to this Agreement or any act or document contemplated by this Agreement, including:

(a) to give or receive any notice or communication, including direction or waiver required to be given in writing, under this Agreement or in connection with the transactions contemplated hereby on behalf of the Seller;

(b) to receive on behalf of the Seller any document which any Purchaser gives or delivers in respect of the transactions contemplated by this Agreement;

(c) to execute and deliver all documents in connection with the transactions contemplated hereby or amendments, waivers or consents thereto and to agree any amendment or variation to this Agreement or any document contemplated by this Agreement;

(d) to act with regard to (including, without limitation, to agree or negotiate or prosecute or defend) any Claim by or against any Purchaser in respect of this Agreement or any document contemplated by this Agreement, including, without limitation, any Indemnification Claim or Agreement Claim;

(e) to receive any payments due to the Seller made by any Purchaser or any other Person under this Agreement or any document contemplated by this Agreement; and

(f) to receive service of process in connection with any Claims (including, without limitation, any Indemnification Claim or any Agreement Claim) under this Agreement.

2.2 Each Seller agrees that it shall only exercise its rights pursuant to this Agreement through the Seller Representative acting as its attorney-in-fact, agent and representative pursuant to the appointment under clauses 2.1 through 2.7 (inclusive).

2.3 In circumstances other than the winding up of the Seller Representative, the Seller Representative must not resign as Seller Representative unless a replacement Seller Representative is appointed by majority agreement of the Sellers and such new Seller Representative agrees with the parties to this Agreement to be bound to and by the terms of clause 2.1 through 2.7 (inclusive).

2.4 Where any action, agreement or direction of, or notice to or by, a Seller is referred to or required under this Agreement then it shall be sufficient for the purposes of this Agreement if such action, agreement or direction, or notice is made to or given by (as the case may be) the Seller Representative.

2.5 All acts of the Seller Representative pursuant to clauses 2.1 through 2.7 (inclusive) shall be deemed to be acts for and on behalf of the Sellers and not of the Seller Representative individually.

2.6 The appointment of the Seller Representative shall be deemed coupled with an interest and shall be irrevocable. A decision, action, consent or instruction of the Seller Representative relating to this Agreement shall constitute a decision, action, consent or instruction for the Sellers, and shall be final, binding and conclusive upon the Sellers, and each of the Purchasers may rely on any such decision, action, consent or instruction of the Seller Representative as being the decision, action, consent or instruction of each of the Sellers. The Seller Representative acting in such capacity will not have any liability to any Seller in respect to its actions as Seller Representative under this

Agreement, other than to the extent caused by the Seller Representative's fraud or dishonesty.

2.7 Each Seller indemnifies the Seller Representative and holds the Seller Representative harmless from and against any Loss suffered or incurred by the Seller Representative in or arising out of, or in connection with, the acceptance, administration or performance of its duties and obligations under this Agreement, other than to the extent of any Loss is caused by fraud or dishonesty of the Seller Representative.

Purchaser Representative

2.8 Each Purchaser individually, irrevocably and unconditionally appoints the Purchaser Representative to be its attorney-in-fact, agent and representative to do any or all acts, matters or things which the Purchaser Representative in its sole discretion considers necessary, convenient or appropriate to give effect to this Agreement or any act or document contemplated by this Agreement, including:

(a) to give or receive any notice or communication, including direction or waiver required to be given in writing, under this Agreement or in connection with the transactions contemplated hereby on behalf of the Purchaser;

(b) to receive on behalf of the Purchaser any document which any Seller gives or delivers in respect of the transactions contemplated by this Agreement;

(c) to execute and deliver all documents in connection with the transactions contemplated hereby or amendments, waivers or consents thereto and to agree any amendment or variation to this Agreement or any document contemplated by this Agreement;

(d) to act with regard to (including, without limitation, to agree or negotiate or prosecute or defend) any Claim by or against any Seller in respect of this Agreement or any document contemplated by this Agreement, including, without limitation, any Indemnification Claim or any Agreement Claim;

(e) to receive any payments due to the Purchaser made by any Seller or any other Person under this Agreement or any document contemplated by this Agreement; and

(f) to receive service of process in connection with any Claims (including, without limitation, any Indemnification Claim or any Agreement Claim) under this Agreement;

2.9 Each Purchaser agrees that it shall only exercise its rights pursuant to this Agreement through the Purchaser Representative acting as its attorney-in-fact, agent and representative pursuant to the appointment under clauses 2.8 through 2.14 (inclusive).

2.10 In circumstances other than the winding up of the Purchaser Representative, the Purchaser Representative must not resign as Purchaser Representative unless a replacement Purchaser Representative is appointed by majority agreement of the Purchasers and such new Purchaser Representative agrees with the parties to this Agreement to be bound to and by the terms of clauses 2.8 through 2.14 (inclusive).

2.11 Where any action, agreement or direction of, or notice to or by, a Purchaser is referred to or required under this Agreement then it shall be sufficient for the purposes of this Agreement if such action, agreement or direction, or notice is made to or given by (as the case may be) the Purchaser Representative.

2.12 All acts of the Purchaser Representative pursuant to clauses 2.8 through 2.14 (inclusive) shall be deemed to be acts for and on behalf of the Purchasers and not of the Purchaser Representative individually.

2.13 The appointment of the Purchaser Representative shall be deemed coupled with an interest and shall be irrevocable. A decision, action, consent or instruction of the Purchaser Representative relating to this Agreement shall constitute a decision, action, consent or instruction for the Purchasers, and shall be final, binding and conclusive upon the Purchasers, and each of the Sellers may rely on any such decision, action, consent or instruction of the Purchaser Representative as being the decision, action, consent or instruction of each of the Purchasers. The Purchaser Representative acting in such capacity will not have any liability to any Purchaser in respect to its actions as Purchaser Representative under this Agreement, other than to the extent caused by the Purchaser Representative's fraud or dishonesty.

2.14 Each Purchaser indemnifies the Purchaser Representative and holds the Purchaser Representative harmless from and against any Loss suffered or incurred by the Purchaser Representative in or arising out of, or in connection with, the acceptance, administration or performance of its duties and obligations under this Agreement, other than to the extent of any Loss is caused by fraud or dishonesty of the Purchaser Representative.

3. CONDITIONS PRECEDENT

Conditions precedent to obligations of each Party

3.1 The respective obligations of each Party to complete the Completion shall be subject to the satisfaction prior to Completion of the following conditions, any or all of which may only be waived if waived in writing by all Parties to the extent permitted by Applicable Law:

(a) (**Sale Order**) the Bankruptcy Court has entered the Sale Order and such Sale Order (i) shall have become a Final Order, (ii) shall be in full force and effect, and (iii) shall not have been amended, modified or supplemented in any way, without the Purchasers' prior written consent; and

(b) (**No restraining order**) no temporary restraining order, preliminary or permanent injunction or other order issued by any court of competent jurisdiction, no preliminary or final decision, determination, or order issued by any Regulatory Authority and no other legal restraint preventing any of the transactions contemplated by this Agreement is in effect.

Additional Conditions precedent to obligations of the Purchasers

3.2 The obligations of the Purchasers to complete the Completion are also subject to the satisfaction prior to Completion of each of the following conditions, any or all of which

may be waived in writing by the Purchasers in accordance with clause 3.7 to the extent permitted by Applicable Law:

(a) (**Assumption of Customer Contracts**) each Customer Contract is assumed by the relevant Seller who is party to the Customer Contract and is assigned to Inmarsat Maritime under the Sale Order and any cure amounts required to be paid as a cure amount under Section 365 of the Bankruptcy Code so that the Sellers may assume and assign the Customer Contracts to Inmarsat Maritime shall have been paid by the Sellers;

(b) (**ANZ Payoff and Release**)

(i) Speedcast Cyprus shall have paid off or otherwise discharged the obligations of any Seller to ANZ Bank and Thrane & Thrane A/S under the Bills of Exchange Agreement and the ANZ Security Document;

(ii) Speedcast Cyprus shall have delivered to the Purchasers a duly executed deed of release entered into between Speedcast Cyprus, Thrane & Thrane A/S and ANZ Bank under which, prior to Completion:

(A) each of ANZ Bank and Thrane & Thrane A/S acknowledges that the obligations owed to it under the Bills of Exchange Agreement and the ANZ Security Document are fully discharged; and

(B) each of ANZ Bank and Thrane & Thrane A/S releases and terminates all of its security interests over the Relevant Equipment or any of the other Assets; and

(iii) Speedcast Cyprus shall have delivered to the Purchasers evidence that all of ANZ Bank's and Thrane & Thrane A/S' security interest over the Relevant Equipment or any of the other Assets shall have been fully released and terminated, including, without limitation, (i) a date stamped return letter from the Registrar of Companies in Cyprus evidencing the elimination of the registered charge on the Registrar of Companies and (ii) a certified copy of the Register of Charges of Speedcast Cyprus updated to indicate the release of such charges, in each case, in a form acceptable to the Purchasers (acting reasonably); and

(c) (**Fundamental Seller Representations and Warranties**) each of the Fundamental Seller Representations and Warranties shall have been true and correct in all material respects as of the date hereof and shall be true and correct in all material respects as of the Completion Date.

Obligation to cooperate

3.3 The Sellers shall do all things reasonably necessary to procure that each Condition is satisfied as soon as reasonably possible and, in any event, on or before the Longstop Date. The Purchasers shall use reasonable endeavors to cooperate reasonably with the

Sellers in those instances where the Purchasers' cooperation with the Sellers is required for the Sellers to procure that such Condition is satisfied.

3.4 Without limiting the generality of clause 3.3, Speedcast Cyprus shall perform the actions set out in this clause 3.4 as soon as reasonably possible after the date of this Agreement and otherwise use all reasonable endeavours to procure that such actions are undertaken within the relevant timeframes prescribed below (other than the action contemplated in clause 3.4(a) which Speedcast Cyprus shall complete within the prescribed three (3) Business Day period):

(a) within three (3) Business Days following the entry of the Sale Order, Speedcast Cyprus shall pay off or otherwise discharge the obligations of any Seller to ANZ Bank and Thrane & Thrane A/S under the Bills of Exchange Agreement and the ANZ Security Document;

(b) on the same day that Speedcast Cyprus pays off or discharges the obligations of any Seller to ANZ Bank and Thrane & Thrane A/S under the Bills of Exchange Agreement and the ANZ Security Document described in clause 3.4(a), Speedcast Cyprus shall update its Register of Charges to indicate the release of any and all Encumbrances in favour of ANZ Bank and Thrane & Thrane A/S;

(c) within one (1) Business Day after updating its Register of Charges as set forth in clause 3.4(b), Speedcast Cyprus shall provide to the Purchasers a certified copy of the Register of Charges of Speedcast Cyprus updated to indicate the release of any and all Encumbrances in favour of ANZ Bank and Thrane & Thrane A/S;

(d) within ten (10) Business Days after the date of this Agreement, Speedcast Cyprus shall provide to the Purchasers for their review and comment drafts of the documentation required by clause 3.4(e) below;

(e) within three (3) Business Day after Speedcast Cyprus pays off or discharges the obligations of any Seller to ANZ Bank and Thrane & Thrane A/S under the Bills of Exchange Agreement and the ANZ Security Document described in clause 3.4(a), Speedcast Cyprus shall prepare and file with the Registrar of Companies of Cyprus the relevant form for deregistration of the charge on the Registry, which, for the avoidance of doubt will include or be accompanied by:

(i) payment of all necessary fees and charges (including, without limitation, the acceleration fee);

(ii) the relevant form/affidavit signed before the court's registrar by a director and the secretary of Speedcast Cyprus; and

(iii) a letter of release signed by ANZ Bank addressed to the Registrar of Companies in Cyprus and the secretary of Speedcast Cyprus confirming that all of ANZ Bank's security interests or charges over the Relevant Equipment or any of the other Assets shall have been fully released, discharged and terminated and indicating the release date;

in each case, in form and substance acceptable to the Purchasers (acting reasonably); and

(f) within one (1) Business Day after filing the form described in clause (e), providing to the Purchasers a copy of the receipt of payment of fees from the Registrar of Companies of Cyprus.

Applications and assignments

3.5 The Sellers and the Purchasers must:

(a) keep the other Party informed of the progress of any application or approval required to satisfy each Condition, including any indication that any application or approval may be refused;

(b) within three (3) Business Days of a written request by another Party, provide that Party with all information reasonably requested by it in relation to the progress of any application or approval required to satisfy a Condition;

(c) not take any action, other than in the ordinary course of business, that is intended to hinder or prevent the satisfaction of any Condition; and

(d) each Seller must take all actions reasonably required to assume and assign each Customer Contract to which it is a party to Inmarsat Maritime and to obtain an order of the Bankruptcy Court containing a finding that the proposed assumption and assignment of the Customer Contracts to which it is a party to Inmarsat Maritime satisfies all applicable requirements of section 365 of the US Bankruptcy Code.

Obligation to notify

3.6 If any one or more of the Purchasers or any one or more of the Sellers become aware:

(a) that a Condition has been satisfied; or

(b) of any facts, circumstances or matters that may result in a Condition not being satisfied or becoming incapable of being satisfied in whole or in part,

the Purchasers must promptly notify the Sellers and the Sellers must promptly notify the Purchasers accordingly.

Waiver of a Condition

3.7 The Conditions in clauses 3.2(a), 3.2(b) and 3.2(c) are for the sole benefit of the Purchasers and may only be waived in whole or in part by the Purchasers in writing.

3.8 The Condition in clauses 3.1(a) and 3.1(b) are for the benefit of all Parties and may only be waived by all Parties.

Failure to satisfy

3.9 If a Party has complied with its obligations under clauses 3.3 to 3.6 (inclusive, as applicable), and:

(a) a Condition is or becomes incapable of being satisfied and that Condition has not been waived in accordance with clause 3.7 or otherwise by written agreement of the Parties in accordance with Applicable Law within five (5) Business Days after the occurrence of the fact, matter or circumstance which caused that Condition to become incapable of satisfaction;

(b) any of the Conditions have not been satisfied or have not been waived under clause 3.7 by the Longstop Date; or

(c) if any Condition, having been satisfied on or before the Longstop Date, ceases to be satisfied before Completion,

then, (i) in the case of a Condition for the benefit of the Purchasers (clauses 3.1(a), 3.1(b), 3.2(a), 3.2(b) and 3.2(c)), the Purchasers may terminate this Agreement at any time before Completion by giving written notice to the Sellers, or (ii) in the case of a Condition for the benefit of the Sellers (clauses 3.1(a) and 3.1(b)), the Sellers may terminate this Agreement at any time before Completion by giving written notice to the Purchasers.

4. SALE AND PURCHASE

Sale and purchase

4.1 Subject to the terms and conditions hereof and subject to the terms of the Sale Order, at Completion, each Seller shall sell, assign, transfer and deliver to the applicable Purchaser (as set forth herein), and the applicable Purchaser shall purchase and acquire from each Seller, all right, title and interest of such Seller in, to and under the Assets free and clear from all Encumbrances and Claims.

Title and risk

4.2 Legal and beneficial ownership of, and risk in, the Assets:

(a) remains solely with the Sellers until Completion; and

(b) subject to the provisions of this Agreement, passes to the applicable Purchaser (set forth herein) on Completion.

Assumed Liabilities

4.3 Subject to Completion occurring, from and after Completion, Inmarsat Maritime agrees to pay, perform and discharge, as and when due, the Assumed Liabilities.

Excluded Liabilities

4.4 Except for the Assumed Liabilities specifically set forth in clause 4.3 above (and the definition of Assumed Liabilities), the Purchasers are not assuming, and the Assumed Liabilities expressly exclude, any other debt, liability, duty or obligation, whether known or unknown, accrued or hereafter arising, fixed or contingent, of the Sellers or the Business (the **Excluded Liabilities**), including, without limitation, the following:

(a) any liabilities or obligations relating to, resulting from, or arising out of Sellers' or any other Seller Group Member's ownership or operation of the Business or the Assets prior to the Completion Date, including, without limitation, any Service Credit;

(b) any liabilities or obligations relating to, resulting from, or arising out of, any non-Business operation of any Seller or any other Seller Group Member;

(c) any liabilities or obligations relating to, resulting from, or arising out of the Excluded Assets;

(d) any liabilities or obligations for Taxes in respect of the Sellers' operation of the Business relating to any period;

(e) any liabilities or obligations of Sellers relating to, resulting from, or arising out of any Seller's employment, engagement or termination of its employees, consultants and directors;

(f) any liabilities or obligations relating to, resulting from, or arising out of any credit facilities or any security interest related thereto of any Seller or other Seller Group Member;

(g) any liabilities or obligations relating to, resulting from, or arising out of, (i) Claims made in pending or future suits, actions, investigations or other legal, governmental or administrative proceedings or (ii) Claims based on violations of Applicable Law, breach of contract, or any other actual or alleged failure of any Seller or any other Seller Group Member to perform any obligation (under any Applicable Law, license or contract), in each case arising out of, or relating to, (a) acts or omissions that shall have occurred, (b) services performed or products sold, (c) the ownership or use of the Assets, or (d) the operation of the Business, prior to the Effective Time; and

(h) any liabilities or obligations of Sellers relating to, resulting from, or arising out of the negotiation, preparation, investigation and performance of this Agreement and the transactions contemplated hereby, including, without limitation, fees and expenses of counsel, accountants, consultants, advisers and others.

5. CONSIDERATION

Consideration

5.1 The aggregate consideration payable by the Purchasers to the Sellers for the Assets comprises of the following, as adjusted and offset pursuant to the terms of this Agreement:

(a) payment by the Purchasers of the Net Asset Purchase Price;

(b) the assumption by Inmarsat Maritime of the Assumed Liabilities pursuant to clause 4.3;

(c) the aggregate of all Monthly Historical Receivable Collection Amounts paid by IGL; and

(d) the Historical Receivable True Up Collection Amount paid by IGL.

Payment of Net Asset Purchase Price

5.2 The Purchasers must pay to the Sellers the Net Asset Purchase Price, as adjusted and offset pursuant to the terms of this Agreement, by paying the Sellers:

(a) the Completion Payment on the Completion Date in accordance with clause 8.3(a) and clause 11.1; and

(b) the Deferred Completion Payment on the Deferred Completion Payment Date in accordance with clause 10.1 and the definition thereof and clause 11.1.

Payment of Monthly Historical Receivable Collection Amount and Historical Receivable True Up Collection Amount

5.3 IGL must pay the Sellers:

(a) each Monthly Historical Receivable Collection Amount on the relevant Monthly Historical Receivable Collection Payment Date in accordance with clause 14.11 and clause 11.1; and

(b) the Historical Receivable True Up Collection Amount on the Historical Receivable True Up Collection Payment Date in accordance with clause 14.12 and clause 11.1.

Allocation of consideration

5.4 The consideration referred to in clause 5.1 must be allocated among the Assets in accordance with schedule 2.

Adjustments for certain payments

5.5 Any payments made by any Seller to any Purchaser for an Indemnification Claim or an Agreement Claim, or by any Purchaser to any Seller for any Indemnification Claim or Agreement Claim, will be treated as an adjustment to the consideration for the sale of the Assets.

6. COMPLETION STATEMENT UPDATE AND DETERMINATION OF COMPLETION PAYMENT

Completion Statement Update

6.1 On the date falling ten (10) Business Days before the scheduled date for Completion (**Completion Statement Update Date**), the Sellers and the Purchasers must use their respective reasonable endeavours and act in good faith to:

(a) update and recalculate the Completion Statement by updating the relevant Completion Statement Update Inputs in the Completion Statement in accordance with:

(i) the specific principles and policies set out next to each relevant Completion Statement Update Input; or

(ii) to the extent that the treatment of any item is not dealt with in the principles and policies referred to in clause 6.1(a)(i), those accounting principles, policies and practices as are consistent with the Accounting Standards in force upon Completion; and

(b) agree on and finalise, for the purposes of Completion, the Completion Statement.

6.2 If the Sellers and the Purchasers cannot reach agreement, having each used reasonable endeavours in good faith to reach such agreement, on any matter contemplated in clause 6.1 within two (2) Business Days (or any shorter time period agreed between the parties in writing) of the Completion Statement Update Date, the Purchasers may notify the Sellers, and the Sellers may notify the Purchasers, in writing, that there is a Completion Statement Dispute (**Dispute Notice**). A Dispute Notice must be in writing and include specific details of the relevant Completion Statement Dispute and the reasons why, or the grounds on which, the Party providing the Dispute Notice considers there to be a Completion Statement Dispute.

Assistance to Purchasers

6.3 The Sellers must, until the Completion Statement has been agreed in accordance with this clause 6, provide all assistance and information reasonably requested by the Purchasers to enable them to determine whether the updated Completion Statement is complete and accurate.

Referral to Expert

6.4 If a Completion Statement Dispute set out in a Dispute Notice is not resolved by the Sellers and the Purchasers within two (2) Business Days (or any shorter time period agreed between the Parties in writing) after a Dispute Notice has been received by the Sellers or the Purchasers (as applicable), the Sellers or the Purchasers may by written notice to the other require that the Completion Statement Dispute be determined by an expedited expert determination process in accordance with clause 6.5.

Expedited Expert determination

6.5 Any expert determination of a Completion Statement Dispute shall be conducted in accordance with the then current ICAEW Rules for Expert Determination and the ICAEW President's Nomination Scheme. The parties further agree that:

(a) The expert (**Expert**) shall be a Person (or firm of accountants) with proven experience and academic qualifications in the field of managerial accounting.

(b) The Expert shall be impartial, neutral and independent and act as an expert and not as an arbitrator.

(c) The Expert shall be jointly appointed by the Purchasers and the Sellers. The appointment is conducted by virtue of the Parties' expert determination agreement which shall be in writing and delivered by hand or transmitted by email and copied to the other Parties and the Expert.

(d) If the Parties are unable to reach an agreement on the Expert's appointment within five (5) Business Days commencing from the date that the Completion Statement Dispute is referred to the expedited expert determination process, in accordance with clause 6.4, the Expert shall be appointed by the then President of the ICAEW pursuant to the ICAEW President's Nomination Scheme and after a joint application has been submitted by the Purchasers and the Sellers or a single application has been submitted by either the Purchasers or the Sellers after a relevant Court Order.

(e) The Expert, once appointed, shall have no ex-parte communications with any of the Parties in relation to the Completion Statement Dispute. The Parties agree to cooperate fully to facilitate the expedited conduct of the expert determination and to supply each other with copies of any documentation, evidential material and any other information that are provided to the Expert, at the same time as these are provided to the Expert.

(f) The Expert shall endeavour to resolve the Completion Statement Dispute within thirty (30) days and, in any event no later than sixty (60) days, after his appointment, taking into account the circumstances requiring an expedited resolution of the Completion Statement Dispute.

(g) The procedural rules and requirements of the expedited expert determination process are to be agreed by virtue of a written agreement between the Parties and the appointed Expert.

(h) The Expert's determination shall be final and binding on the Parties except when there is fraud or manifest error.

(i) The allocation of the costs of the expedited expert determination process shall be decided by the Expert, having regard to the merits of the dispute. Each Party shall bear its own costs of or incidental to the procedure.

(j) The expedited expert determination process shall be conducted in English.

Adjustment of Draft Completion Statement

6.6 The Completion Statement is to be updated and adjusted to reflect the resolution of any Completion Statement Dispute under clause 6.5 and will constitute the Completion Statement for the purposes of this Agreement.

Parties may defer completion

6.7 If there is a Completion Statement Dispute that is not resolved in accordance with the procedures under this clause 6 prior to the scheduled date for Completion, the Sellers or the Purchasers may elect to defer Completion by notice in writing until the last day of the calendar month following the calendar month in which the relevant Completion Statement Dispute has been resolved and the Completion Statement has been finalised.

Changes in scheduled time for Completion

6.8 The Parties acknowledge and agree that if there is a change to the scheduled date for Completion that was used to update and finalise the Completion Statement in accordance with this clause 6, they will each negotiate in good faith to update, recalculate and agree a revised final Completion Statement prior to the new scheduled date for Completion such that the Completion Statement is calculated based on the new agreed scheduled date for Completion. The Parties reserve all other rights with respect to any adjustment resulting from the change to the scheduled date for Completion.

7. BEFORE COMPLETION

Business in the ordinary course

7.1 Except (i) as otherwise required by Applicable Law or any order of the Bankruptcy Court or (ii) otherwise agreed in writing by the Purchasers, for the period commencing on the date of this Agreement and ending on Completion, the Sellers must conduct the Business in the ordinary course consistent with past practice and shall, except as otherwise consented to in writing by the Purchasers, use its reasonable endeavours to preserve intact the goodwill and business organization of the Sellers and preserve the relationships and goodwill of the Sellers with Customers. Without limiting the generality of the foregoing, for the period commencing on the date of this Agreement and ending on Completion, the Sellers must, unless the Purchasers otherwise agrees in writing,

(a) take all reasonable steps to protect and maintain the Assets in the ordinary course consistent with its usual business practices;

(b) maintain in force policies of property damage insurance under which any GX System Inventory is insured in a manner consistent with its usual business practices;

(c) not dispose of any GX System Inventory;

(d) not agree to terminate or vary in any material respect any of the Customer Contracts;

(e) maintain its existence and good standing in its jurisdiction of organization and in each other jurisdiction necessary for the conduct of its business or the ownership of the Assets;

(f) comply with all Applicable Laws;

(g) not:

(i) create, incur or assume any indebtedness secured by the Assets;

(ii) grant, create, incur or suffer to exist any Encumbrance on the Assets that did not exist on the date of this Agreement;

(iii) write-down the value of any Asset on the books or records of the Sellers, except for depreciation and amortization in the ordinary course of business and consistent with past practice; or

(iv) enter into any contract or agreement, other than in the ordinary course of business, which imposes, or purports to impose, any obligations or restrictions that might be applicable to any of the Purchasers or the Assets;

(h) perform in all material respects all of its obligations under all Customer Contracts and all Permits relevant to the ownership or operation of the Assets or the provision of services under each Customer Contract, and not default under any Customer Contract or Permit relevant to the ownership or operation of the Assets or the provision of services under each Customer Contract (except those being contested in good faith);

(i) not (A) make any change in the policies with respect to the collection of accounts receivable, including any acceleration or deferral of the payment or collection thereof, other than as required by the Accounting Standards or Applicable Law, (B) accelerate collection of accounts receivable, other than in the ordinary course of business consistent with past practices or (C) refer any accounts receivable to any agency or third party for collection or initiate litigation with any Customer to collect on any accounts receivable;

(j) not destroy or otherwise dispose of any Documentation and Materials;

(k) pay all amounts owing by the Sellers to trade or other creditors for goods or services delivered on a post-petition basis to the Sellers in relation to the Assets on a current basis in accordance with customary terms for payment thereof or otherwise authorised by order of the Bankruptcy Court, and pay such other prepetition amounts as authorised by the Bankruptcy Court; and

(l) not authorize, or commit or agree to take, any of the foregoing actions, which the Sellers are required not to take without the Purchasers' prior written consent.

Operation and conduct clauses

7.2 Nothing in clause 7.1 restricts or prevents:

(a) subject to Bankruptcy Court approval, the completion or performance of any obligations undertaken under any Transaction Agreement or the terms of any Customer Contract; or

(b) any matter undertaken at the written request of the Purchaser, where such request is stated to be provided for the purposes of this Agreement.

Access to GX System Inventory and Documentation and Materials

7.3 During the period commencing on the date of this Agreement and ending on Completion, the Sellers must ensure that, so long as reasonable notice is given to the Sellers of any request for access (including remote access by means of electronic access

or by Sellers providing copies by email, PDF or virtual data room), the Purchasers and their Representatives (which in the case of physical access, shall be limited to a reasonable number of Representatives) are given reasonable access (including remote access by means of electronic access or by Sellers providing copies by email, PDF or virtual data room), which, in the case of physical access shall be limited to during normal business hours in the location where such physical access is provided, to the Documentation, Materials and Customer Contracts, invoices and supporting documentation for Pre-Completion Transferring Receivables and Non-Transferring Receivables (once prepared and available and, for the avoidance of doubt, excluding any customer contract or other commercially sensitive information relating to the amounts which comprise Non-Transferring Receivables) for the purposes of planning the transfer of the Assets to the Purchasers on Completion and calculating prospective payments hereunder, provided that the Sellers are not obliged to comply with this clause 7.3 to the extent that:

(a) in the case of physical access, giving such access would cause material disruption to or have a material adverse effect on the day to day conduct of the operations of the Sellers; or

(b) constitute a breach by a Seller of any Applicable Law or of the terms of any agreement to which it is a party.

7.4 In exercising its rights of access under clause 7.3, in the case of physical access, the Purchaser will, and will ensure that its Representatives, comply with any reasonable directions of a Seller that such Seller reasonably considers necessary to ensure that the exercise by the Purchasers of the Purchaser's rights under clause 7.3 does not:

(a) interfere with the day to day conduct of the operations of the Sellers in any material respect;

(b) contravene any Applicable Law or give rise to a breach by any Seller Group Member under any contract with any of its suppliers; or

(c) compromise the health or safety of any personnel of the Purchasers or any Seller Group Member or any supplier of a Seller Group Member engaged in the ordinary course.

7.5 The Purchasers release each Seller Group Member from all Claims arising from any death of, or injury to, any of the Purchasers' personnel, contractors, representatives, agents or advisers occurring, in the case of physical access, in connection with the Purchasers' exercise of its rights of access under clause 7.3, except and to the extent that they are caused by the negligent act or omission of a Seller Group Member.

Novation of Material Customer Contracts

7.6 During the period commencing on the date of this Agreement and ending on Completion, Inmarsat Maritime and the Sellers shall use reasonable endeavours to obtain novations pursuant to and on the terms and conditions of a novation agreement in the form attached as Attachment 13 to the Seller Letter (or such other form as the Parties agree, acting reasonably) with respect to each Material Customer Contract.

7.7 The Parties acknowledge and agree that, for the purposes of clause 7.6, during the period commencing on the date of this Agreement and ending on Completion:

(a) the Sellers shall initiate a joint meeting or joint call including Sellers' personnel designated by Sellers and Purchasers' personnel designated by Purchasers with each Customer to a Material Customer Contract, to be held within two (2) weeks of the date of this Agreement, to seek such Customer's agreement to a proposed novation of their Material Customer Contract to Inmarsat Maritime in the form attached as Attachment 13 to the Seller Letter and to discuss transition;

(b) if any Customer to a Material Customer Contract agrees to a novation of their relevant Material Customer Contract in the form attached as Attachment 13 to the Seller Letter and signs such novation document, the relevant Seller who is a party to the Material Customer Contract and Inmarsat Maritime must each promptly countersign the novation document and exchange their signed counterpart with each other party to the novation document; and

(c) if any Customer to a Material Customer Contract agrees to a novation of their relevant Material Customer Contract but requests amendments to the form of the novation document attached as Attachment 13 to the Seller Letter, the relevant Seller who is a party to the Material Customer Contract and Inmarsat Maritime must each:

(i) negotiate in good faith with each and the relevant Customer with a view to reaching agreement with the relevant Customer for the novation of the relevant Material Contract to Inmarsat Maritime on terms acceptable to the relevant Seller who is a party to the Material Customer Contract and Inmarsat Maritime (each, acting reasonably); and

(ii) promptly countersign the novation document, if any, which is negotiated and agreed and exchange their signed counterpart with each other party to the novation document.

Access to Customers

7.8 For the avoidance of doubt, the Purchasers shall not have the right at any time prior to Completion to contact and discuss with Customers the novation, assignment or transition of their Customer Contracts without a Representative of the relevant Seller being present, unless otherwise agreed by the Sellers; provided, however, that (i) at any time after the Sale Order has been entered, the Purchasers may follow up with each Customer on novation, assignment and transition issues, with the Sellers' consent (which consent shall not be unreasonably withheld, conditioned or delayed) and the Purchasers shall provide an email summary of the subsequent contact (or, in the case of communications with Customers made by email, the Purchasers shall copy the applicable Seller on such email); and (ii) the Purchasers shall have the right to respond to inquiries from a Customer in response to any agreed Customer communication, notice or announcement.

Sale Order and Sale Motion

7.9 Sellers shall file the Sale Motion within one (1) Business Day of the date of this Agreement.

8. COMPLETION

Time and location of Completion

8.1 Completion will take place, on the Completion Date, remotely by the exchange of signature pages for executed documents or in such other manner as the Sellers and the Purchasers may agree in writing.

Sellers' obligations at Completion

8.2 At Completion, the Sellers must deliver the Assets to the Purchasers, free and clear of all Encumbrances and Claims, by giving to the Purchasers possession of the Assets and delivering to the applicable Purchasers:

(a) the Bill of Sale and the Assignment and Assumption Agreement substantially in the form of Attachments 14 and 15 to the Seller Letter;

(b) the Documentation and Materials and all other Assets title to which is capable of being transferred by delivery, other than:

(i) the GX System Inventory, which will be delivered in accordance with clause 12; and

(ii) the Leased FX System Inventory;

(c) for each Material Customer Contract that has been novated, an original or electronically signed counterpart of the relevant novation agreement which has been executed by the counterparty to the relevant Material Customer Contract before Completion in accordance with clause 7.7 and a further original or electronically signed counterpart of such novation agreement duly executed by the relevant Seller(s), in each case to the extent that Inmarsat Maritime has not already received a copies prior to Completion;

(d) for each Customer to a Documented Customer Contract who, before Completion, has responded to the relevant notice issued to them by a Seller under clause 13.2 confirming they acknowledge the proposed transfer of their Customer Contract to Inmarsat Maritime with effect from the Effective Time, a copy of such response;

(e) a list of all Customers to a Documented Customer Contract who, before Completion, have responded to the relevant notice issued to them by a Seller under clause 13.2 confirming they acknowledge the proposed transfer of their Customer Contract to Inmarsat Maritime with effect from the Effective Time;

(f) original counterpart of the SIGMA Licence duly executed by Speedcast International;

(g) original counterparts of the Termination and Release Deed duly executed by each of Speedcast Cyprus, Speedcast Limited, Evolution Communications Group Limited and CapRock Communications do Brasil Ltda;

(h) all other documents required to be entered into or delivered by the Sellers pursuant to any other provision of this Agreement (including without limitation clause 3.2);

(i) the Sigma Platform, Source Code, Sigma Documentation and the Third Party Products required to be delivered under clause 3.1 of the Sigma Licence;

(j) if not previously provided, details of the location at which the GX System Inventory shall be available for collection by Inmarsat Solutions pursuant to clause 12.1;

(k) if not previously delivered, copies of the documents, information and deliverables specified in the Transition Services Agreement that are identified in Attachment 16 to the Seller Letter;

(l) copies of all Customer Contracts described in clause (c) of the definition of "Customer Contracts";

(m) in respect of any Wrong Pocket Asset identified by any Purchaser or any Seller Group Member prior to Completion, a document or agreement (in form and substance reasonably satisfactory to the Purchasers and the relevant Seller Group Member holding the Wrong Pocket Asset) duly executed by the relevant Seller Group Member holding the Wrong Pocket Asset to vest all of such Selling Group Member's right, title and interest in and to the relevant Wrong Pocket Asset in the Purchasers at Completion, free and clear of all Encumbrances and Claims and for no additional consideration;

(n) the CFO Completion Revenue Certificate pursuant to clause 10.8; and

(o) any document or agreement reasonably requested by the Purchasers to vest legal and beneficial ownership of any Asset in the Purchasers with effect on and from Completion or to otherwise consummate the transactions contemplated hereby.

Purchasers obligations at Completion

8.3 At Completion, the Purchasers must:

(a) pay the Completion Payment to the Sellers by first applying the Completion Offset Amount against such payment (up to a maximum of the total amount of the Completion Payment) and then, if the Completion Offset Amount is less than the Completion Payment, paying to the Sellers an amount equal to the Completion Payment less the Completion Offset Amount in accordance with clause 11.1; provided, that, if the Completion Offset Amount exceeds the Completion Payment, the Purchasers shall pay the Sellers $0.00 as complete payment of the Completion Payment and the applicable Seller Group Members shall continue to owe to the applicable Purchaser Group Members any amount of the Completion Offset Amount that was in excess of the Completion Payment as if such amount were never part of the Completion Offset Amount;

(b) deliver to the Seller Representative:

(i) an original or electronically signed counterpart of each of the novation agreements referred to in clause 8.2(c) duly executed or electronically signed by Inmarsat Maritime, to the extent that the Sellers have not already received a copy prior to Completion;

(ii) a letter duly executed by Inmarsat Maritime and addressed to the Sellers acknowledging that each Customer to a Documented Customer Contract, listed in the document provided by the Sellers under clause 8.2(e), and for which the Sellers have provided a copy of each response from such Customer under clause 8.2(d), has acknowledged the transfer of their Customer Contract to Inmarsat Maritime with effect from the Effective Time, in the form attached as Attachment 4 to the Purchaser Letter;

(iii) an original counterpart of the SIGMA Licence duly executed by Inmarsat Maritime; and

(iv) an original counterpart(s) of the Termination and Release Deed duly executed by IGL, Inmarsat Solutions and Inmarsat Solutions (Canada) Inc.;

(v) an original counterpart of each document delivered by the Sellers under clause 8.2(m); and

(vi) all other documents required to be entered into or delivered by any of the Purchasers at or prior to the Closing pursuant to this Agreement.

Other obligations

8.4 Each Party must at Completion perform all other obligations to be performed by it on Completion under any other clause of this Agreement.

Independent and contemporaneous obligations

8.5 The requirements of clauses 8.2, 8.3 and 8.4 are interdependent and are to be carried out contemporaneously and, to the extent possible, simultaneously. If any obligation specified in clauses 8.2, 8.3 or 8.4 is not performed on or before Completion then, without limiting any other rights of the Purchasers and the Sellers, Completion is taken not to have occurred and any document delivered, or payment made, under clauses 8.2, 8.3 or 8.4 must be returned to the party that delivered it or paid it.

Notice to complete

8.6 If Completion does not occur in accordance with this clause 8 because of the failure of any party (**Defaulting Party**) to satisfy any of its obligations under this clause 8 then:

(a) the Purchasers (where the Defaulting Party is a Seller); or

(b) the Sellers (where the Defaulting Party is a Purchaser),

(in either case the **Non-Defaulting Party**) may give the Defaulting Party a notice requiring the Defaulting Party to satisfy those obligations within a period of five (5) Business Days after the date of the notice and specifying that time is of the essence in relation to that notice.

Remedies for failure to comply with notice

8.7 If the Defaulting Party fails to comply with a notice given under clause 8.6, the Non-Defaulting Party may without limiting its other rights or remedies available under this Agreement or at law:

(a) immediately terminate this Agreement, in which case the Non-Defaulting Party may seek damages for breach of this Agreement; or

(b) seek specific performance of this Agreement, in which case:

(i) if specific performance is obtained the Non-Defaulting Party may also seek damages for breach of this Agreement; and

(ii) if specific performance is not obtained the Non-Defaulting Party may then terminate this Agreement and may seek damages for breach of this Agreement.

9. DEFERRED COMPLETION PAYMENT STATEMENT UPDATE AND DETERMINATION OF DEFERRED COMPLETION PAYMENT

Deferred Completion Payment Statement Update

9.1 As soon as reasonably possible after Completion and, in any event, no later than the date falling 15 days after the Completion Date (the date falling 15 days after the Completion Date being, the **Deferred Completion Payment Statement Update Date**), the Sellers and the Purchasers must use their respective reasonable endeavours and act in good faith to:

(a) update and recalculate the Deferred Completion Payment Statement by updating the relevant Deferred Completion Payment Statement Update Inputs in the Deferred Completion Payment Statement in accordance with:

(i) the specific principles and policies set out next to each relevant Deferred Completion Payment Statement Update Input; or

(ii) to the extent that the treatment of any item is not dealt with in the principles and policies referred to in clause 9.1(a)(i), those accounting principles, policies and practices as are consistent with the Accounting Standards in force upon Deferred Completion Payment; and

(b) agree on and finalise, for the purposes of Deferred Completion Payment, the Deferred Completion Payment Statement.

9.2 If the Sellers and the Purchasers cannot reach agreement, having each used reasonable endeavours in good faith to reach such agreement, on any matter contemplated in clause 9.1 within two (2) Business Days (or any shorter time period agreed between the parties

in writing) of the Deferred Completion Payment Statement Update Date, the Purchasers may notify the Sellers, and the Sellers may notify the Purchasers, in writing, that there is a Deferred Completion Payment Statement Dispute (**Deferred Completion Payment Dispute Notice**). A Deferred Completion Payment Dispute Notice must be in writing and include specific details of the relevant Deferred Completion Payment Statement Dispute and the reasons why, or the grounds on which, the Party providing the Deferred Completion Payment Dispute Notice considers there to be a Deferred Completion Payment Statement Dispute.

Assistance to Purchasers

9.3 The Sellers must, until the Deferred Completion Payment Statement has been agreed in accordance with this clause 9, provide all assistance and information reasonably requested by the Purchasers to enable them to determine whether the updated Deferred Completion Payment Statement is complete and accurate, including, without limitation, providing copies of all applicable invoices for Pre-Completion Transferring Receivables.

Referral to Expert

9.4 If a Deferred Completion Payment Statement Dispute set out in a Deferred Completion Payment Dispute Notice is not resolved by the Sellers and the Purchasers within two (2) Business Days (or any shorter time period agreed between the Parties in writing) after a Deferred Completion Payment Dispute Notice has been received by the Sellers or the Purchasers (as applicable), the Sellers or the Purchasers may by written notice to the other require that the Deferred Completion Payment Statement Dispute be determined by an expedited expert determination process in accordance with clause 9.5.

Expedited Expert determination

9.5 Any expert determination of a Deferred Completion Payment Statement Dispute shall be conducted in accordance with the then current ICAEW Rules for Expert Determination and the ICAEW President's Nomination Scheme. The Parties further agree that:

(a) the expert (**Expert**) shall be a Person (or firm of accountants) with proven experience and academic qualifications in the field of managerial accounting;

(b) the Expert shall be impartial, neutral and independent and act as an expert and not as an arbitrator;

(c) the Expert shall be jointly appointed by the Purchasers and the Sellers. The appointment is conducted by virtue of the Parties' expert determination agreement which shall be in writing and delivered by hand or transmitted by email and copied to the other Parties and the Expert;

(d) if the Parties are unable to reach an agreement on the Expert's appointment within five (5) Business Days commencing from the date that the Deferred Completion Payment Statement Dispute is referred to the expedited expert determination process, in accordance with clause 9.4, the Expert shall be appointed by the then President of the ICAEW pursuant to the ICAEW President's Nomination Scheme and after a joint application has been

submitted by the Purchasers and the Sellers or a single application has been submitted by either the Purchasers or the Sellers after a relevant Court Order;

(e) the Expert, once appointed, shall have no ex parte communications with any of the Parties in relation to the Deferred Completion Payment Statement Dispute. The Parties agree to cooperate fully to facilitate the expedited conduct of the expert determination and to supply each other with copies of any documentation, evidential material and any other information that are provided to the Expert, at the same time as these are provided to the Expert;

(f) the Expert shall endeavour to resolve the Deferred Completion Payment Statement Dispute within thirty (30) days and, in any event no later than sixty (60) days, after his appointment, taking into account the circumstances requiring an expedited resolution of the Deferred Completion Payment Statement Dispute;

(g) the procedural rules and requirements of the expedited expert determination process are to be agreed by virtue of a written agreement between the Parties and the appointed Expert;

(h) the Expert's determination shall be final and binding on the Parties except when there is fraud or manifest error;

(i) the allocation of the costs of the expedited expert determination process shall be decided by the Expert, having regard to the merits of the dispute. Each Party shall bear its own costs of or incidental to the procedure;

(j) the expedited expert determination process shall be conducted in English.

Adjustment of Draft Deferred Completion Payment Statement

9.6 The Deferred Completion Payment Statement is to be updated and adjusted to reflect the resolution of any Deferred Completion Payment Statement Dispute under clause 9.5 and will constitute the Deferred Completion Payment Statement for the purposes of this Agreement.

10. AFTER COMPLETION

Payment of Deferred Completion Payment

10.1 On the Deferred Completion Payment Date, the Purchasers must pay to the Sellers the Deferred Completion Payment by first applying the Deferred Completion Offset Amount against such payment (up to a maximum of the total amount of the Deferred Completion Payment) and then, if the Deferred Completion Offset Amount is less than the Deferred Completion Payment, paying to the Sellers an amount equal to the Deferred Completion Payment less the Deferred Completion Offset Amount in accordance with clause 11.1; provided, that, if the Deferred Completion Offset Amount exceeds the Deferred Completion Payment, the Purchasers shall pay the Sellers $0.00 as complete payment of the Deferred Completion Payment and the applicable Seller Group Members shall continue to owe to the applicable Purchaser Group Members any amount of the Deferred Completion Offset Amount that was in excess of the Deferred Completion Payment as if such amount were never part of the Deferred Completion Offset Amount.

Post-Completion acceptance of transfers of Documented Customer Contracts

10.2 No later than 5 Business Days after the end of each calendar month following Completion, the Sellers must provide to Inmarsat Maritime:

(a) for each Customer to a Documented Customer Contract who, during the preceding calendar month, responded to the relevant notice issued to them by a Seller under clause 13.2 confirming they acknowledge the proposed transfer of their Customer Contract to Inmarsat Maritime with effect from the Effective Time, a copy of such response; and

(b) a list of all Customers to a Documented Customer Contract who, during the preceding calendar month, responded to the relevant notice issued to them by a Seller under clause 13.2 confirming they acknowledge the proposed transfer of their Customer Contract to Inmarsat Maritime with effect from the Effective Time.

10.3 No later than 5 Business Days after Inmarsat Maritime receives the information provided by the Sellers under clause 10.2 in respect of a particular calendar month, the Purchasers must provide the Sellers with a letter duly executed by Inmarsat Maritime and addressed to the Sellers acknowledging that each Customer to a Documented Customer Contract, listed in the relevant document provided by the Sellers under clause 10.2(b), and for which the Sellers have provided a copy of each response from such Customer under clause 10.2(a), has acknowledged the proposed transfer of their Customer Contract to Inmarsat Maritime with effect from the Effective Time, in the form attached as Attachment 4 to the Purchaser Letter.

Access to Documentation and Materials

10.4 Subject to clause 10.5, in addition to any other rights of access under this Agreement, the Sellers and the Purchasers agree that, from and after the Completion, each of them shall preserve and keep, or cause to be preserved and kept, the records held by them relating to the Assets and the Assumed Liabilities for a period of seven (7) years from the Completion Date and shall make, or cause to be made, such records available to the other Party or Parties as may be reasonably requested by the other Party or Parties:

(a) in connection with any Tax audits, any insurance claims by, Actions by or against, or governmental investigations of, the Sellers or the Purchasers (as applicable) or in connection with any dispute or concern raised by a Customer in respect of a Pre-Completion Transferring Receivable or the provision of services under a Customer Contract; or

(b) in order to enable the Sellers or the Purchasers (as applicable) to comply with their respective obligations under this Agreement.

The requesting Party or its Representatives shall be permitted to make copies of such records, in each case at no cost to the requesting Party or its Representatives (other than for reasonable out-of-pocket expenses).

10.5 Nothing in clause 10.4 shall require any Seller or any Purchaser to disclose, or cause to be disclosed, any information to another Party hereunder if such disclosure would jeopardize any attorney-client or other legal privilege, contravene any Applicable Law

or breach any obligation of confidentiality owed by any Purchaser or any Seller (as the case may be).

Wrong Pockets Assets

10.6 If, at any time following Completion, any Purchaser or any Seller becomes aware of the existence of any Wrong Pocket Asset, then such Purchaser or Seller shall promptly notify the other Parties of the existence of such Wrong Pocket Asset.

10.7 As soon as reasonably practicable after a Wrong Pocket Asset is identified in accordance with clause 10.6:

(a) each of the Sellers shall, as promptly as practicable, cause the relevant other Seller Group Member to transfer, all right, title and interest in and to such Wrong Pocket Asset to the relevant Purchaser which acquired other assets of that type under this Agreement or as such Purchaser may direct, free and clear of all Encumbrances and Claims, for no additional consideration; and

(b) the Sellers shall pay to the Purchasers in accordance with clause 11.4 an amount equal to:

(i) the amount of any revenues derived from, or accruing in respect of, the relevant Wrong Pocket Asset not transferred to the Purchasers at Completion, for the period from the Effective Time until such Wrong Pocket Asset has been transferred to the relevant Purchaser pursuant to this clause 10.7; *less*

(ii) the demonstrable third party costs of the relevant Seller Group Member in generating, or otherwise accruing, the revenue derived from, or accruing in respect of, the relevant Wrong Pocket Asset not transferred to the Purchasers at Completion, for the period from the Effective Time until such Wrong Pocket Asset has been transferred to the relevant Purchaser pursuant to this clause 10.7.

Maintenance of Revenues

10.8 The Sellers covenant that the combined annual revenues of the Sellers and any Completion Acceding Affiliates for the 12-month period ended on the last day of the calendar month that is three months prior to the month in which the Completion Date occurs, as determined in accordance with the Accounting Standards, but excluding any revenues derived from, or included in, the Assets, shall be not less than the Revenue Baseline and the Sellers shall provide the Purchasers at Completion with a certificate signed by the Chief Financial Officer of Speedcast International confirming the combined revenues of the Sellers and any Completion Acceding Affiliates for such period is no less than the Revenue Baseline (the **CFO Completion Revenue Certificate**). For purposes of this clause 10.8, a **Completion Acceding Affiliate** means an Affiliate of one or more of the Sellers that has, prior to Completion, become bound by this Agreement as a Party, so that all of the representations, warranties, covenants, agreements, obligations and liabilities of any Seller under this Agreement become a direct joint and several obligation of each and all of the Sellers and each and all of the Completion Acceding Affiliates under this Agreement pursuant to documentation in

form and substance satisfactory to the Sellers, each relevant Completion Acceding Affiliate and the Purchasers (each acting reasonably).

10.9 If, during the Maintenance of Revenues Period, the combined revenue of the Sellers (measured during any twelve-month period ending on a date after the Completion Date) declines to a level below 75% of the Revenue Baseline, then the Sellers shall either:

(a) cause one or more Affiliates of one or more of the Sellers (each an **Acceding Affiliate**) with sufficient revenue to ensure the combined revenue of the Sellers and each relevant Acceding Affiliate for the twelve-month period ending on the date on which the relevant Acceding Affiliates becomes bound under this Agreement pursuant to this clause 10.9(a) exceeds the Revenue Baseline, to become bound by this Agreement as a Party, so that all of the representations, warranties, covenants, agreements, obligations and liabilities of any Seller under this Agreement become a direct joint and several obligation of each and all of the Sellers and each and all of the Acceding Affiliates under this Agreement; or

(b) cause a financial institution reasonably acceptable to the Purchasers and the Sellers to issue a Letter of Credit in favour of the Purchasers in an amount equal to $7,500,000 million *less* any amounts paid by the Sellers to the Purchasers under this Agreement on account of any Indemnification Claim,

in any such case pursuant to documentation in form and substance satisfactory to the Sellers, each relevant Acceding Affiliate and the Purchasers (each acting reasonably).

10.10 During the Maintenance of Revenues Period, the Sellers shall, by no later than 5 Business Days after the Sellers receive a request from the Purchasers to do so, provide the Purchasers with a certificate signed by the Chief Financial Officer of the Speedcast International (or any successor ultimate parent entity of the Seller Group) confirming the combined revenues of the Sellers and any Acceding Affiliate who has become bound under this Agreement in accordance with clause 10.9(a) for the twelve-month period ending on the last day of the latest calendar month which is the subject of the most recent management accounts prepared for Speedcast International (or any successor ultimate parent entity of the Seller Group) or for any lender to the Seller Group. The Purchasers will only be entitled to make a request of the Sellers for such a certificate under this clause 10.10 once in each calendar quarter during the Maintenance of Revenues Period and, at any time, upon the occurrence of any direct or indirect change of control of any Seller or sale of assets by any Seller outside of the ordinary course of business.

10.11 The Parties agree that irreparable damage would occur in the event that any of the provisions of clause 10.9 or 10.10 were not performed in accordance with their specific terms or were otherwise breached. Accordingly, the Sellers agree that in the event of any breach or threatened breach the any provision of clause 10.9 or 10.10, the Purchasers shall be entitled (in addition to any other remedy that may be available to the Purchasers, whether in law or equity) to obtain

(a) a decree or order of specific performance to enforce the observance and performance of such covenant or obligation; and

(b) an injunction restraining such breach or threatened breach.

Each Seller agrees that it will not oppose the granting of an injunction, specific performance and other equitable relief on the basis that the Purchasers have an adequate remedy at law or that any award of specific performance is not an appropriate remedy for any reason at law or in equity. In seeking an injunction or injunctions to prevent breaches of the provisions of clause 10.9 or 10.10 and to enforce specifically the terms and provisions of clause 10.9 or 10.10, the Purchasers shall not be required to provide any bond or other security in connection with any such order or injunction.

11. PAYMENTS TO SELLERS AND PURCHASERS

Payments to Sellers

11.1 Each payment to be made to any one or more of the Sellers under this Agreement must be paid to the Seller Representative in accordance with clause 20 and each such payment will be held on trust by the Seller Representative for and on behalf of the relevant Sellers to whom, the payment is made until such amount is distributed by the Seller Representative in accordance with clause 11.3.

11.2 The Purchasers are not liable to see to the application by the Seller Representative of any monies paid by any Purchaser under this Agreement to the Seller Representative in accordance with clause 11.1 and any payment by any Purchaser to any one or more of the Sellers or the Seller Representative in accordance with clause 11.1 will be in full and final discharge of any one of more of the Purchasers' obligations to make the relevant payment to the relevant Sellers to which the payment is made on behalf of.

11.3 Within five (5) Business Days of receipt of any amount by the Seller Representative under clause 11.1 on behalf of a Seller, such amounts must be paid by the Seller Representative by electronic funds transfer to the bank account nominated by the relevant Seller, and notified to the Seller Representative within five (5) Business Days of such payment being due. Each Seller acknowledges and agrees that the payment of such amounts in accordance with this clause 11.3 is in full and final satisfaction of the Seller Representative's payment obligation that is referable to that Seller and that Seller irrevocably and unconditionally releases the Seller Representative from any further liability with respect to the payment of such amount.

Payment to Purchasers

11.4 Each payment to be made to any one or more of the Purchasers under this Agreement must be paid to the Purchaser Representative in accordance with clause 20 and each such payment will be held on trust by the Purchaser Representative for and on behalf of the relevant Purchasers to whom, the payment is made until such amount is distributed by the Purchaser Representative in accordance with clause 11.6.

11.5 The Sellers are not liable to see to the application by the Purchaser Representative of any monies paid by any Seller under this Agreement to the Purchaser Representative in accordance with clause 11.4 and any payment by any Seller to any one or more of the Purchasers or the Purchaser Representative in accordance with clause 10.4 will be in full and final discharge of any one of more of the Sellers' obligations to make the relevant payment to the relevant Purchasers to which the payment is made on behalf of.

11.6 Within five (5) Business Days of receipt of any amount by the Purchaser Representative under clause 11.4 on behalf of a Purchaser, such amounts must be paid by the Purchaser

Representative by electronic funds transfer to the bank account nominated by the relevant Purchaser, and notified to the Purchaser Representative within five (5) Business Days of such payment being due. Each Purchaser acknowledges and agrees that the payment of such amounts in accordance with this clause 11.6 is in full and final satisfaction of the Purchaser Representative's payment obligation that is referable to that Purchaser and that Purchaser irrevocably and unconditionally releases the Purchaser Representative from any further liability with respect to the payment of such amount.

12. INVENTORY

Inventory

12.1 Speedcast Cyprus must ensure that the GX System Inventory is available for collection by the Purchasers or their designee within seven (7) days after the Completion Date at the locations set forth in Attachment 17 to the Seller Letter and Speedcast Cyprus shall notify Inmarsat Solutions when the GX System Inventory is available for collection within such seven (7) day period.

12.2 Inmarsat Solutions shall arrange for the collection of the GX System Inventory after receiving notice from Speedcast Cyprus that the GX System Inventory is available for collection.

12.3 The terms and conditions of Inmarsat's collection and transport of the GX System Inventory shall be those set forth in Attachment 5 of the Purchaser Letter.

13. CUSTOMER CONTRACTS

Assignment and Assumption at Completion

13.1 Subject to Completion occurring and with effect from the Effective Time, each Seller, subject to the Sale Order, sells, assigns, grants, conveys and transfers to Inmarsat Maritime all of the Seller's right, title and interest in, to and under each Customer Contract to which it is a party, free and clear of all Claims and Encumbrances (except Assumed Liabilities).

13.2 No later than three (3) Business Days after the Condition in clause 3.1(a) is satisfied, each Seller must notify each Customer to each Customer Contract which the Seller is a party (other than any Customer who is party to a Material Contract and has signed a novation deed in accordance with clause 7.7) of the assignment by the relevant Seller of the relevant Customer Contract to Inmarsat Maritime with effect from the Effective Time in accordance with clause 13.1.

13.3 The Parties agree that each notification provided by a Seller in accordance with clause 13.2 must be in the form of the document included as Attachment 18 to the Seller Letter.

Non-Assignable Customer Contracts

13.4 Clauses 13.5 and 13.6 apply in respect of any Non-Assignable Customer Contract (including, for the avoidance of doubt, a Material Customer Contract which is not novated to Inmarsat Maritime prior to Completion that is within the definition of Non-Assignable Customer Contracts). For purposes of this Agreement, the term **Non-Assignable Customer Contract** means any Customer Contract in respect of which the

Customer who is counterparty to that Customer Contract disputes the proposed assignment of their Contract to Inmarsat Maritime pursuant to the terms of this Agreement and which is designated by Inmarsat Maritime by notice to the Sellers within 60 days after Completion.

13.5 Subject to Completion and with effect from the Effective Time, each Seller which is party to a Non-Assignable Customer Contract shall, during the remaining term of each Non-Assignable Customer Contract to which it is a party or until the earlier novation of that Non-Assignable Customer Contract to Inmarsat Maritime, use commercially reasonable efforts to:

(a) obtain the novation of such Non-Assignable Customer Contract to Inmarsat Maritime;

(b) make the benefit of such Non-Assignable Customer Contract available to Inmarsat Maritime so long as Inmarsat Maritime fully cooperates with the Seller in connection therewith; and

(c) enforce, at the request of Inmarsat Maritime and at the sole expense and for the account of Inmarsat Maritime, any right of the Seller arising from such Non-Assignable Customer Contract against the Customer (including the right to elect to terminate any such Non-Assignable Customer Contract in accordance with the terms thereof).

13.6 Subject to Completion and with effect from the Effective Time, each Seller which is party to a Non-Assignable Customer Contract shall not, during the remaining term of each Non-Novated Customer Contract to which it is a party take any action or suffer any omission that could limit, restrict or terminate in any material respect the benefits to Inmarsat Maritime of such Non-Assignable Customer Contract unless, in good faith and after consultation with and prior written notice to Inmarsat Maritime, the Seller is (i) ordered to do so by a Regulatory Authority of competent jurisdiction or (ii) otherwise required to do so by Applicable Law; provided, however, that if any such order is appealable, the Sellers shall, at Inmarsat Maritime's sole cost and expense, take such reasonable actions as are requested by Inmarsat Maritime to file and pursue such appeal and to obtain a stay of such order. Nothing in this Agreement shall constitute a sale, assignment, transfer or conveyance to, or assumption by, any Purchaser of the Non-Assignable Customer Contracts. With respect to any such Non-Assignable Customer Contract as to which the necessary novation to the Purchaser is obtained following Completion, the applicable Seller shall transfer such Non-Assignable Customer Contract to Inmarsat Maritime by execution and delivery of an instrument of conveyance reasonably satisfactory to Inmarsat Maritime and the Seller (acting reasonably) within five (5) Business Days following receipt of such novation.

Documented Customer Contracts

13.7 Following Completion, the Parties agree to use all reasonable endeavours to procure that each Customer to a Documented Customer Contract which is not novated to Inmarsat Maritime prior to Completion returns a signed, or otherwise electronic accepted, copy of the notice provided to the Customer in accordance with clause 13.2 .

13.8 The parties acknowledge and agree that if a Documented Customer Contract is not novated to Inmarsat Maritime prior to the expiry of the current term of the relevant

Documented Customer Contract, the relevant Seller which is party to the Documented Customer Contract will not be obliged to agree to any extension of the current term of the relevant Documented Customer Contract and the Documented Customer Contract will terminate or otherwise expire at the end of the current term.

13.9 For the avoidance of doubt, nothing in clauses 13.7 or 13.8 prevents or otherwise restricts any of the Purchasers, at any time after Completion, from procuring a Customer to any Documented Customer Contract which has not been novated to Inmarsat Maritime before Completion to agree to terminate their Documented Customer Contract and/or enter into a new contract directly with any of the Purchasers or their Affiliates for the provision of the services contemplated by the relevant Documented Customer Contract.

No Obligation for Pre-Completion Performance

13.10 Nothing in this Agreement requires any Purchaser to perform any obligation under any Customer Contract which was due to be performed before Completion or results in any of the Purchasers being liable for any act or omission by or on behalf of the Sellers in respect of any Customer Contract before Completion.

14. RECEIVABLES

Assignment of Pre-Completion Transferring Receivables

14.1 With effect from Completion, each Seller, subject to the Sale Order, assigns to IGL the Pre-Completion Transferring Receivables owed to the Seller, free and clear of all Claims and Encumbrances.

14.2 The Parties acknowledge and agree that the Sellers will notify each Customer who owes a Seller one or more Pre-Completion Transferring Receivables, as part of the notification contemplated under clause 13.2 and clause 13.3, that its Pre-Completion Transferring Receivables are to be assigned to IGL with effect from Completion.

Collection of Pre-Completion Transferring Receivables by IGL

14.3 During the Collection Period, IGL shall use reasonable endeavours to collect each Pre-Completion Transferring Receivable by applying the practices and policies consistent with the collection of receivables by the Purchaser Group which include:

(a) sending arrears and default notices to each Debtor in accordance with the applicable Customer Contract under which the Pre-Completion Transferring Receivable is owed;

(b) taking actions to cease the provision of services to each Debtor consistent with the Purchaser Group's customary practices and in accordance with the applicable Customer Contract under which the Pre-Completion Transferring Receivable is owed;

(c) other than as permitted in clause 14.4, refraining from forgiving or other compromising any Pre-Completion Transferring Receivable without the prior written consent of the Sellers (which consent shall not be unreasonably withheld, conditioned or delayed); and

(d) not entering into any new contract, understanding or arrangement with any Debtor, that is designed to or that would have the effect of forgiving or compromising any Pre-Completion Transferring Receivable whilst any Pre-Completion Transferring Receivables are outstanding.

14.4 The Parties agree that IGL may issue credit notes to Debtors in connection with Pre-Completion Transferring Receivables for valid adjustments which relate to the period prior to Completion (**Credit Notes**), provided that IGL first obtains the Sellers' consent (which shall not be unreasonably withheld, conditioned or delayed) to such arrangement in writing (it being understood that if IGL has not received a response from Sellers to a request for such consent sent in accordance with this clause 14.4 within five (5) days of Sellers' receipt of such request, then Sellers shall be deemed to have consented to such request).

Seller assistance with collection of Pre-Completion Transferring Receivables

14.5 During the Collection Period, the Sellers must provide IGL with all information and data reasonably requested by IGL to facilitate the collection of the Pre-Completion Transferring Receivables in accordance with clause 14.3.

14.6 For a period of 3 months following the Completion Date, the Sellers agree to make available to IGL (and, where applicable, procure that the relevant Seller Group Member makes available to IGL), during ordinary business hours in the United Kingdom, on the reasonable request of IGL and at no cost to IGL, the following personnel currently employed by the relevant Seller Group Member listed below to assist IGL with the collection of Pre-Completion Transferring Receivables:

(a) a receivable collections officer, employed by Speedcast Cyprus; and

(b) a nominated representative of the Sellers to act as the relevant contact person, for and on behalf of the Sellers, to manage communications to Customers by the Sellers in respect of the collection of Pre-Completion Transferring Receivables, employed by CapRock UK Limited.

Application of collected Pre-Completion Transferring Receivables

14.7 Any amount received or collected by IGL during the Collection Period from a particular Debtor, on account of Pre-Completion Transferring Receivables and which is clearly referenced by the relevant Debtor as applying to a specific invoice or specific Pre-Completion Transferring Receivables must be applied by IGL and the Sellers to the specified Pre-Completion Transferring Receivables or the Pre-Completion Transferring Receivables included in the specified invoice and, if applicable, to any Non-Transferring Receivable which were invoiced with the specified Pre-Completion Transferring Receivables or were also included in such specified invoice (it being understood and agreed that, if the payment is less than the full amount of such invoice, the payment shall be applied proportionately to the Pre-Completion Transferring Receivable and the Non-Transferring Receivable in proportion to their relative amounts in such invoice).

14.8 In the event that IGL receives or collects any amount from a particular Debtor, on account of Pre-Completion Transferring Receivables during the Collection Period which is not clearly referenced by the relevant Debtor as applying to a specific invoice or specific Pre-Completion Transferring Receivable or to any Post-Completion Receivable

owed by the Debtor to IGL, IGL shall ask the Debtor to reference the specific invoice or specific Pre-Completion Transferring Receivable or Post-Completion Receivable owed by the Debtor to IGL to which such amount applies. If the Debtor responds to such reference request from IGL within 30 days after IGL makes such inquiry, the amount will be applied to the relevant Pre-Completion Transferring Receivable and, if applicable, any Non-Transferring Receivable which was invoiced with the specified Pre-Completion Transferring Receivable, it being understood and agreed that, if the payment is less than the full amount of such invoice, the payment shall be applied proportionately to the relevant Pre-Completion Transferring Receivables and the relevant Non-Transferring Receivables in proportion to their relative amounts in such invoice) or Post-Completion Receivable specified by the Debtor. If the Debtor does not respond to such reference request from IGL within 30 days after IGL makes such inquiry, the amounts must be applied by IGL and the Sellers in the following order of precedence:

(a) firstly, to any outstanding Pre-Completion Transferring Receivable of the Debtor which comprises a Less Than 90-Day Historical Receivable and, if applicable, any Non-Transferring Receivable which was invoiced with the relevant outstanding Pre-Completion Transferring Receivable, it being understood and agreed that, if the payment is less than the full amount of such invoice, the payment shall be applied proportionately to the relevant Pre-Completion Transferring Receivables and the relevant Non-Transferring Receivables in proportion to their relative amounts in such invoice);

(b) secondly, to any outstanding Pre-Completion Transferring Receivable of the Debtor which comprises a Current Receivable and, if applicable, any Non-Transferring Receivable which was invoiced with the relevant outstanding Pre-Completion Transferring Receivable, it being understood and agreed that, if the payment is less than the full amount of such invoice, the payment shall be applied proportionately to the relevant Pre-Completion Transferring Receivables and the relevant Non-Transferring Receivables in proportion to their relative amounts in such invoice);

(c) thirdly, to any outstanding Pre-Completion Transferring Receivable of the Debtor which comprises a Greater Than 90-Day Historical Receivable and, if applicable, any Non-Transferring Receivable which was invoiced with the relevant outstanding Pre-Completion Transferring Receivable, it being understood and agreed that, if the payment is less than the full amount of such invoice, the payment shall be applied proportionately to the relevant Pre-Completion Transferring Receivables and the relevant Non-Transferring Receivables in proportion to their relative amounts in such invoice); and

(d) fourthly, to any Post-Completion Receivable owed by the Debtor to any of the Purchasers.

Holding and distribution of collected Pre-Completion Transferring Receivables

14.9 Any amount received or collected by IGL or any other Purchaser (or the Sellers, subject to clause 14.15) from a Debtor which is applied, in accordance with the principles in clauses 14.7 and 14.8, to a Current Receivable or a Post-Completion Receivable, vests absolutely in IGL or such other Purchaser without the need for any further action.

14.10 Any amount received or collected by IGL (or the Sellers, subject to clause 14.15) from a Debtor which is applied, in accordance with the principles in clauses 14.7 and 14.8, to a Historical Receivable will be treated as follows:

(a) 45% of the relevant Historical Receivable will vest absolutely in IGL without the need for any further action; and

(b) either:

(i) if any portion of any one or more of the Current Receivables remains outstanding on the date on which the relevant Historical Receivable amount is received or collected:

(A) 45% of the relevant Historical Receivable amount will vest absolutely in the Sellers without the need for any further action and must be paid by IGL, in accordance with clause 14.11 and clause 11.1, to the relevant Seller to whom the relevant Historical Receivable was owed immediately before it was assigned to IGL under clause 14.1; and

(B) 10% of the relevant Historical Receivable amount (**Receivable Security Amount**) must be held by IGL on trust for the benefit of IGL and the relevant Seller to whom the relevant Historical Receivable was owed immediately before it was assigned to IGL under clause 14.1, until such amount is either paid to the Sellers in accordance with clause 14.12 and clause 11.1 or vests in IGL in accordance with clause 14.12; or

(ii) if the full amount of all Current Receivables has been repaid on the date on which the relevant Historical Receivables amount is received or collected, 55% of the relevant Historical Receivables amount will vest absolutely in the Sellers without the need for any further action and must be paid IGL, in accordance with clause 14.11 and clause 11.1, to the relevant Seller to whom the relevant Historical Receivable was owed immediately before it was assigned to IGL under clause 14.1,

where each of the amounts contemplated in clauses 14.10(b)(i)(A) or 14.10(b)(ii) (as applicable) is a **Seller Entitlement Amount**.

14.11 On each Monthly Historical Receivable Collection Payment Date:

(a) subject to clause 14.12(b), IGL shall pay to the Sellers, in accordance with clause 11.1, an amount (**Monthly Historical Receivable Collection Amount**) equal to:

(i) all Seller Entitlement Amounts received or collected by IGL during the calendar month immediately prior to the Monthly Historical Receivable Collection Payment Date; *plus*

(ii) the aggregate amount (if any) of any downward adjustment to a Current Receivable for customer disputes or concerns which were included in the calculation of the Current Receivables Credit Note Offset Amount

which have been resolved in favoured of the relevant Seller during the calendar month immediately prior to the Monthly Historical Receivable Collection Payment Date; *less*

(iii) the aggregate of the amount of all Current Receivables Credit Notes which arise during the calendar month immediately prior to the Monthly Historical Receivable Collection Payment Date,

(b) if the Monthly Historical Receivable Collection Amount determined under clause 14.11(a) is negative, the Sellers shall pay to IGL, in accordance with clause 11.4, an amount equal to the absolute value of the negative amount determined under clause 14.11(a).

14.12 On the Historical Receivable True Up Collection Payment Date, either:

(a) if the Historical Receivable True Up Collection Payment Date occurs as a result of the occurrence of the circumstances contemplated in paragraph (a) of the definition of "Historical Receivable True Up Collection Payment Date", IGL must pay to the Sellers, in accordance with clause 11.1, an amount equal to the aggregate of all Receivable Security Amounts received or collected by IGL; or

(b) if the Historical Receivable True Up Collection Payment Date occurs as a result of the occurrence of the circumstances contemplated in paragraph (b) of the definition of "Historical Receivable True Up Collection Payment Date", the aggregate of all Receivable Security Amounts received or collected by IGL must be treated as follows:

(i) IGL must pay to the Sellers, in accordance with clause 11.1, an amount equal to:

(A) the aggregate of all Receivable Security Amounts received or collected by IGL; *less*

(B) the aggregate of the amount of all Current Receivables which remain outstanding and unpaid as at the Historical Receivable True Up Collection Payment Date (if any),

provided that if the amount determined in accordance with this clause 14.12(b)(i) is a negative number it will be deemed to be zero; and

(ii) an amount equal to the aggregate of all Receivable Security Amounts received or collected by IGL after deducting the amount determined in accordance with clause 14.12(b)(i) will vest absolutely in IGL without the need for any further action,

the amount payable by IGL to the Sellers under clause 14.12(a) or clause 14.12(b)(i) (as applicable) being the **Historical Receivable True Up Collection Amount**.

14.13 Except as otherwise set forth in the Seller Representations and Warranties (and related indemnification), the Parties acknowledge and agree that no Seller assumes any liability to the Purchasers, other than in respect of its obligations under this clause 14, if any Pre-Completion Transferring Receivable cannot be collected by IGL after Completion. The

Parties acknowledge and agree that none of the Purchasers assumes any liability to any of the Sellers, other than in respect of its obligations under this clause 14, if any Pre-Completion Transferring Receivable cannot be collected after Completion.

Collection of Non-Transferring Receivables by IGL

14.14 The Parties acknowledge and agree that invoices issued by the Sellers to any one or more Speedcast Group Customers in respect of the Pre-Completion Transferring Receivables may also contain amounts owing by the relevant Speedcast Group Customers to the Sellers in respect of Non-Transferring Receivables.

14.15 If, during the Collection Period, IGL receives any amount on account of a Non-Transferring Receivable, IGL must remit to the Sellers, in accordance with clause 11.1, the relevant amount relating to such Non-Transferring Receivable within 14 days after the end of the relevant calendar month during the Collection Period in which the amount is received

Pre-Completion Transferring Receivables Wrong Pockets

14.16 If, at any time following Completion, any of the Sellers or any of their Affiliates receives any amount from a Customer relating to a Pre-Completion Transferring Receivable or a Post-Completion Receivable, the Sellers must notify IGL as soon as practicable of such payment being received, and remit or cause to be remitted to IGL, in accordance with clause 11.4, the relevant amount relating to such Pre-Completion Transferring Receivable or Post-Completion Receivable within 14 days.

Ownership of Post-Completion Receivables

14.17 The Purchasers are entitled to the Post-Completion Receivables. Nothing in this Agreement confers any rights in the Sellers in relation to the Post-Completion Receivables.

14.18 In the event that a Seller receives payment on account of any Post-Completion Receivable, the relevant Seller shall pay such amount to the IGL in accordance with clause 11.4 within 7 days after the end of the month in which such payment is received

Post-Completion Billed WIP

14.19 During the Collection Period, IGL shall use reasonable endeavours to collect each Post-Completion Billed WIP by applying the practices and policies consistent with the collection of receivables by the Purchaser Group which include:

(a) sending arrears and default notices to each Customer that owes to a Seller a Post-Completion Billed WIP (**Post-Completion Debtor**) in accordance with the applicable Customer Contract under which the Post-Completion Billed WIP is owed;

(b) taking actions to cease the provision of services to each Post-Completion Debtor consistent with the Purchaser Group's customary practices and in accordance with the applicable Customer Contract under which the Post-Completion Billed WIP is owed;

(c) refraining from forgiving or other compromising any Post-Completion Billed WIP without the prior written consent of the Sellers (which consent shall not be unreasonably withheld, conditioned or delayed); and

(d) not entering into any new contract, understanding or arrangement with any Post-Completion Debtor, that is designed to or that would have the effect of forgiving or compromising any Post-Completion Billed WIP whilst any Post-Completion Billed WIP is outstanding.

14.20 During the Collection Period, the Sellers must provide IGL with all information and data reasonably requested by IGL to facilitate the collection of the Post-Completion Billed WIP in accordance with clause 14.19.

14.21 In the event that IGL receives payment on account of any Post-Completion Billed WIP, IGL shall pay such amount to the Sellers in accordance with clause 11.1 within 7 days after the end of the month in which such payment is received.

15. REPRESENTATIONS AND WARRANTIES

Seller Representations and Warranties

15.1 The Sellers, jointly and severally, represent and warrant to the Purchasers that each Seller Representation and Warranty is true and correct as at:

(a) the date of execution of this Agreement; and

(b) the time of Completion,

unless the relevant Seller Representation and Warranty is expressed to be given only at a particular time in which case it is true and correct as at that time.

Purchaser Representations and Warranties

15.2 The Purchasers, jointly and severally, represent and warrant to the Sellers that each Purchaser Representation and Warranty is true and correct as at the date of execution of this Agreement and as at the time of Completion, unless the relevant Purchaser Representation and Warranty is expressed to be given only at a particular time in which case it is true and correct as at that time.

Representations and Warranties separate

15.3 Each Seller Representation and Warranty, and each Purchaser Representation and Warranty, is to be treated as a separate representation and warranty and is not limited by reference to any other representation and warranty or any other provision of this Agreement.

Reliance

15.4 The Parties acknowledge that the Purchasers have entered into this Agreement in reliance on the Seller Representations and Warranties.

15.5 The Parties acknowledge that the Sellers have entered into this Agreement in reliance on the Purchaser Representations and Warranties.

Purchasers acknowledgement

15.6 The Purchasers acknowledge and agree that:

(a) at no time has any Seller Group Member or any Representative of a Seller Group Member made or given any representation or warranty to the Purchasers, other than the Seller Representations and Warranties;

(b) no Seller Group Member, nor any of their Representatives, has made any representation or warranty (including the Seller Representations and Warranties) as to the accuracy of, or the reasonableness of any assumptions underlying, any forecast, model, budget, estimate, projection, business plan, statement of opinion, statement of intention, forward-looking estimate or forward-looking statement (**Forward Looking Information**) to the Purchasers or their Representatives before the date of this Agreement, and the Purchasers are not entering into this Agreement in reliance on any Forward Looking Information made or purporting to be made by or on behalf of any Seller Group Member or their Representatives;

(c) the Purchasers are not entering into this Agreement in reliance on any statement or information contained in any management presentations or any meetings with the Representatives of the Sellers (except as set forth in the Seller Representations and Warranties or the Due Diligence Materials); and

(d) without limiting any other paragraphs of this clause 15.6, other than the Seller Representations and Warranties, no representation or warranty has:

(i) induced or influenced the Purchasers to enter into this Agreement or any of its terms;

(ii) been relied on in any way as being accurate; and

(iii) been warranted or represented as being true or otherwise been taken into account as being important to the Purchasers' decision to enter into this Agreement or to agree to any of its terms.

Sellers acknowledgement

15.7 The Sellers acknowledge and agree that

(a) at no time has any Purchaser Group Member or any Representative of a Purchaser Group Member made or given any representation or warranty to the Sellers, other than the Purchaser Representations and Warranties; and

(b) without limiting any other paragraphs of this clause 15.7, other than the Purchaser Representations and Warranties, no representation or warranty has:

(i) induced or influenced the Sellers to enter into this Agreement or any of its terms;

(ii) been relied on in any way as being accurate; and

(iii) been warranted or represented as being true or otherwise been taken into account as being important to the Sellers' decision to enter into this Agreement or to agree to any of its terms.

Purchasers due diligence

15.8 The Purchasers acknowledge and agree that:

(a) the Purchasers and their Representatives have had an opportunity to conduct due diligence investigations and evaluate the Assets and have had an opportunity to review the Due Diligence Materials;

(b) the Purchasers have made and have relied on their own searches, investigations and enquiries in respect of the Assets and their own evaluation of any material provided by the Sellers to the Purchasers or their Representatives before the date of this Agreement, including the Due Diligence Materials; and

(c) the Purchasers have extensive knowledge and understanding of the maritime telecommunications and information technology sector.

Exclusions

15.9 The Sellers Representations and Warranties are in lieu of and are exclusive of all other representations and warranties, including any implied warranty of merchantability or of fitness for a particular purpose and any other implied warranties of the Sellers. Each of the Sellers hereby disclaims any such other or implied representations or warranties.

15.10 The Purchaser Representations and Warranties are in lieu of and are exclusive of all other representations and warranties, including any implied warranty of merchantability or of fitness for a particular purpose and any other implied warranties of the Purchasers. Each of the Purchasers hereby disclaims any such other or implied representations or warranties.

16. INDEMNIFICATION

Indemnification by Sellers

16.1 From and after Completion, the Sellers shall, jointly and severally indemnify, defend and hold harmless the Purchasers from, against and in respect of, any and all Losses incurred or suffered by any Purchaser arising out of, resulting from or relating to:

(a) any breach or inaccuracy of any Seller Representation and Warranty made by any of the Sellers in this Agreement; or

(b) any breach of or default by any Seller under any Customer Contract arising or occurring prior to the Effective Time.

Indemnification by Purchaser

16.2 From and after Completion, the Purchasers shall, jointly and severally, indemnify, defend and hold harmless the Sellers from, against and in respect of any and all Losses incurred or suffered by any Seller arising out of, resulting from or relating to:

(a) the Purchaser's failure, after the Effective Time, to pay, perform or discharge, as and when due, the Assumed Liabilities pursuant to this Agreement or the Assignment and Assumption Agreement; provided, however, that the Sellers shall not be indemnified with respect to Losses arising with respect to any Non-Assignable Customer Contract to the extent the Losses result from a Seller's failure to comply with clauses 13.5 or 13.6; or

(b) any breach or inaccuracy of any Purchaser Representation and Warranty made by any of the Purchasers in this Agreement.

Procedure for Indemnification Claims

16.3

(a) Promptly following receipt by any Person entitled to indemnification pursuant to clause 16.1 or clause 16.2 (the **Indemnified Party**) of notice by a third party (including any Regulatory Authority) of any Claim (**Third Party Claim**) with respect to which such Indemnified Party may be entitled to receive payment from another Party or Parties for any Losses (the **Indemnifying Party**) under this clause 16, such Indemnified Party shall provide written notice thereof to the Indemnifying Party, provided however that, subject to clauses 16.4 and 16.5, the failure to so notify the Indemnifying Party shall relieve the Indemnifying Party from liability hereunder with respect to such Claim only if, and only to the extent that, such failure to so notify the Indemnifying Party results in the forfeiture by the Indemnifying Party of rights and defenses otherwise available to the Indemnifying Party with respect to such Claim. The Indemnifying Party shall have the right, upon written notice delivered to the Indemnified Party within thirty (30) days thereafter assuming full responsibility for any Loss resulting from such Claim, to assume the defense of such Claim, including the employment of counsel reasonably satisfactory to the Indemnified Party and the payment of the fees and disbursements of such counsel. In the event, however, that the Indemnifying Party declines or fails to assume the defense of the Claim on the terms provided above or to employ counsel reasonably satisfactory to the Indemnified Party, in either case within such thirty (30)-day period, then any Loss, shall include the reasonable fees and disbursements of counsel for the Indemnified Party as incurred. In any Claim for which indemnification is being sought hereunder the Indemnified Party or the Indemnifying Party, whichever is not assuming the defense of such Claim, shall have the right to participate in such matter and to retain its own counsel at its own expense. The Indemnifying Party or the Indemnified Party (as the case may be) shall at all times use reasonable efforts to keep the Indemnifying Party or Indemnified Party (as the case may be) reasonably apprised of the status of the defense of any matter the defense of which it is maintaining and to cooperate in good faith with each other with respect to the defense of any such matter.

(b) No Indemnified Party may settle or compromise any Claim or consent to the entry of any judgment with respect to which indemnification is being sought hereunder without the prior written consent of the Indemnifying Party (which may not be unreasonably withheld, conditioned or delayed), unless the Indemnifying Party fails to assume and maintain the defense of such Claim pursuant to clause 16.3(a). An Indemnifying Party may not, without the prior written consent of the Indemnified Party, settle or compromise any Claim or consent to the entry of any judgment with respect to which indemnification is being sought hereunder without the prior written consent of the Indemnifying Party (which may not be unreasonably withheld, conditioned or delayed).

(c) In the event an Indemnified Party claims a right to payment pursuant to clause 16.1 or clause 16.2 that does not involve a Third Party Claim, such Indemnified Party shall send written notice of such Claim to the appropriate Indemnifying Party (a **Notice of Claim**). Such Notice of Claim shall specify the basis for such Claim. Subject to clause 16.5, the failure by any Indemnified Party so to notify the Indemnifying Party shall not relieve the Indemnifying Party from any liability that it may have to such Indemnified Party with respect to any Claim made pursuant to this clause 16.3(c), it being understood that notices for Claims under clause 16.1(a) or clause 16.2(b) (as applicable) must be delivered prior to the expiration of the survival period for such Seller Representation and Warranty or such Purchaser Representation and Warranty (as applicable) under clause 16.4. In the event the Indemnifying Party does not notify the Indemnified Party within ninety (90) days following its receipt of such notice that the Indemnifying Party disputes its liability to the Indemnified Party with respect to such Claim or the amount thereof, the Claim specified by the Indemnified Party in such Notice of Claim shall be conclusively deemed a liability of the Indemnifying Party, and the Indemnifying Party shall pay the amount of such liability to the Indemnified Party on demand or, in the case of any notice in which the amount of the Claim (or any portion of the Claim) is estimated, five (5) Business Days after such later date when the amount of such Claim (or such portion of such Claim) becomes finally determined. In the event the Indemnifying Party has timely disputed its liability with respect to such Claim as provided above, such Indemnified Party and the appropriate Indemnifying Party shall establish the merits and amount of such Claim (by mutual agreement or litigation) and, within five (5) Business Days following the final determination of the merits and amount of such Claim, the Indemnifying Party shall pay to the Indemnified Party immediately available funds in an amount equal to such Claim as determined hereunder. For the avoidance of doubt, the Purchasers need not make any Indemnification Claim by the time specified for any administrative or similar bar date in the Chapter 11 Proceedings.

Survival of Purchaser Representations and Warranties and Seller Representations and Warranties for Purposes of Indemnification

16.4 The Purchaser Representations and Warranties and the Seller Representations and Warranties contained herein shall not be extinguished by Completion, but shall survive Completion for a period of nine (9) months following the Completion Date. Notwithstanding the foregoing, if, prior to the close of business on the last day a Purchaser Representation and Warranty Indemnification Claim or a Seller Representation and Warranty Indemnification Claim may be asserted hereunder, an Indemnifying Party shall have been properly notified of a Purchaser Representation and

Warranty Indemnification Claim or a Seller Representation and Warranty Indemnification Claim and such Indemnification Claim shall not have been finally resolved or disposed of at such date, such Indemnification Claim shall, subject to clause 16.5, continue to survive and shall remain a basis for indemnification hereunder until such Indemnification Claim is finally resolved or disposed of in accordance with the terms hereof.

Additional Time limits for Indemnification Claims

16.5 Notwithstanding any other provision of this Agreement, neither the Sellers nor the Purchasers shall be liable for an Indemnification Claim and the relevant Indemnification Claim shall be taken to be withdrawn and otherwise barred unless:

(a) the Indemnified Party gives the Indemnifying Party the notice required under clause 16.3 with respect to the applicable Indemnification Claim within ninety (90) days after becoming aware of the fact, matter or circumstance and the fact that it is reasonably likely to result in an Indemnification Claim;

(b) the notice provided by the Indemnified Party in accordance with clause 16.3 with respect to the applicable Indemnification Claim is received by the Indemnifying Party by no later than 9 months after the Completion Date; and

(c) within 6 months after the Indemnifying Party has received the notice required under clause 16.3 with respect to the applicable Indemnification Claim, such Indemnification Claim has been:

(i) admitted or satisfied by the Indemnifying Party;

(ii) withdrawn by the Indemnified Party; or

(iii) referred to a court of competent jurisdiction by the Indemnified Party against the Indemnifying Party.

Tax Gross-Up in Respect of Indemnification Claims and Indemnification Claims

16.6 In the event of an Indemnification Claim, in addition to the amount of Losses suffered or incurred by any one or more of the Sellers or any one or more of the Purchasers (as applicable) as a result of the fact matter or circumstance giving rise to such Indemnification Claim, the applicable Sellers or the applicable Purchasers (as applicable) shall be entitled to an amount equal to any additional Tax assessable on the applicable Sellers or the applicable Purchasers (as applicable) arising out of or in connection with the receipt by the applicable Sellers or the applicable Purchasers (as applicable) of a payment under this clause 16 arising out of or in connection with such Indemnification Claim.

Indemnification Exclusive Remedy for Indemnifiable Claim Matters

16.7

(a) Subject to clauses (b) and (c) of this clause 16.7, from and after Completion, with respect to Claims relating to the matters set forth in clause 16.1(a), clause 16.1(b), clause 16.2(a), clause 16.2(b) and clauses 16.8 to 16.10 inclusive

(collectively, **Indemnification Claim Matters**), the indemnities provided in this clause 16 shall constitute the sole and exclusive remedy of any Purchasers or Sellers, for Losses arising out of, resulting from or incurred in connection such Indemnification Claim Matters under this Agreement or any of the other Transaction Agreements and, for the avoidance doubt, no Party may, and disclaims all rights to, bring any Claim for Losses arising out of a breach of this Agreement or any other Transaction Agreement in connection with any matter which is the subject of an Indemnification Claim Matter.

(b) Notwithstanding the provisions of clause (a), nothing in this clause 16.7 shall modify, limit, impair or otherwise affect the rights and remedies of the Purchasers (i) under clause 10.6 or 10.7 of this Agreement or for the breach of, or failure to perform under, clause 10.6 or 10.7 of this Agreement, (ii) under clause 10.8, 10.9, 10.10 or 10.11 of this Agreement or for the breach of, or failure to perform under, clause 10.8, 10.9, 10.10 or 10.11 of this Agreement, (iii) under clause 8.1 of the SIGMA Licence, (iv) under Section 5.01 of the Transition Services Agreement, (v) under Section 5.03 of the Transition Services Agreement, (vi) under clause 5 of the Termination and Release Deed or (vii) for the avoidance of doubt, with respect to any breach of, or failure to perform, by any of the Sellers of any covenant, agreement or obligation of such Seller to sell, assign, transfer and/or deliver to the applicable Purchaser (as set forth herein) all right, title and interest of such Seller in, to and under any or all of the Assets, free and clear from all Encumbrances and Claims (including, without limitation, any breach of, or failure to perform under, clauses 4.1, 8.2, 13.1, 13.6 or 14.1 of this Agreement), all of which shall be in addition to any right or remedy provided under this clause 16 or otherwise available under this Agreement or at law or in equity.

(c) Notwithstanding the provisions of clause (a), nothing in this clause 16.7 shall preclude a Party from bringing an action for specific performance or other equitable remedy to require a Party to perform or observe its covenants, agreements or obligations under this Agreement or any other Transaction Agreement.

Transfer of Employment Legislation

16.8 In the event that Transfer of Employment Legislation is deemed to apply in connection with the sale and purchase of the Assets and/or the transactions under this Agreement, the Sellers shall jointly and severally indemnify, defend and hold harmless the Purchasers against all Losses suffered or incurred by any Purchaser or an Affiliate of Purchaser arising from the application of Transfer of Employment Legislation (whether directly or indirectly).

16.9 If any contract of employment or engagement has effect (or is alleged to have effect) as if originally made between (a) a Purchaser or an Affiliate of a Purchaser; and (b) any Person or body or their representatives, as a result of the provisions of Transfer of Employment Legislation or otherwise in connection with the transactions under this Agreement:

(a) the Purchaser Representative must notify the Seller Representative within 7 days of becoming aware that such contract has (or is alleged to have) such effect

and that it proposes to terminate the relevant contract (such termination to be effected in accordance with clause 16.9(c));

(b) the Sellers shall be entitled to offer to re-employ or re-engage the relevant Person(s) on the terms they enjoyed before the date the contract transferred (or is alleged to have transferred) to the relevant Purchaser or Affiliate of a Purchaser. Any such offer must be made within 7 days of the Purchaser Representative's notice under clause 16.9(a);

(c) if no offer is made or accepted under clause 16.9(b), the relevant Purchaser or Affiliate shall be entitled to terminate with immediate effect such contract or agreement at any time within 28 days of the expiry of the time-limit set out in clause 16.9(b); and

(d) without prejudice to the generality of the foregoing, the Sellers shall jointly and severally indemnify the Purchasers against any and all Losses that the Purchasers and/or their Affiliates may suffer by reason of, or on account of or arising out of the employment or engagement of such person whose employment or engagement is terminated in accordance with clause 16.9(c) from the date the contract transferred (or is alleged to have transferred) to the date of such termination and/or the termination of such employment or engagement.

16.10 If any collective agreement has effect (or is alleged to have effect) as if originally made between (a) a Purchaser or an Affiliate of a Purchaser; and (b) any Person or body or their representatives, as a result of the provisions of Transfer of Employment Legislation or otherwise in connection with the transactions under this Agreement:

(a) the relevant Purchaser or Affiliate shall be entitled to terminate such contract or agreement; and

(b) without prejudice to the generality of the foregoing, the Sellers shall jointly and severally indemnify the Purchasers against any and all Losses that the Purchasers and/or their Affiliates may suffer by reason of, or on account of or arising out of such allegation and/or the termination of such contract or agreement.

16.11 For purposes of clauses 16.8, 16.9 and 16.10, **ARD** means the EU Acquired Rights Directive (Directive 2001/23/EC), and national legislation of EU member states implementing such directive; **TUPE** means the UK Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended); and **Transfer of Employment Legislation** means TUPE, the ARD and/or similar legislation of another jurisdiction.

17. CLAIMS OTHER THAN INDEMNIFICATION MATTER CLAIMS

Agreement Claims

17.1 In addition to any Indemnification Claims or any other right or remedy provided hereunder or available at law or in equity, a Party to this Agreement may make any Claim (other than an Indemnification Matters Claim, which is exclusively governed by clause 16) against another Party to this Agreement however arising in relation to any

provision of this Agreement (including, without limitation, any Claim relating to a breach of any term or provision of this Agreement) or the Assets or their purchase or sale (such Claim an **Agreement Claim**).

Agreement Claims Notice

17.2 If any Claiming Party becomes aware of any fact, matter or circumstance which is reasonably likely to result in an Agreement Claim by such Claiming Party, such Claiming Party must within sixty (60) days after becoming aware of that fact, matter or circumstance and the fact that it is reasonably likely to result in an Agreement Claim give the Breaching Party notice describing that fact, matter or circumstance in reasonable detail and stating the basis on which that fact, matter or circumstance may give rise to an Agreement Claim and an estimate of the amount of that Agreement Claim; provided, however, that the failure to so notify the Breaching Party shall relieve the Breaching Party from liability hereunder with respect to such Agreement Claim only if, and only to the extent that, such failure to so notify the Breaching Party results in the forfeiture by the Breaching Party of rights and defenses otherwise available to the Breaching Party with respect to such Agreement Claim. For the avoidance of doubt, the Purchasers need not make any Agreement Claim by the time specified for any administrative or similar bar date in the Chapter 11 Proceedings.

Survival of Covenants and Agreements

17.3 The covenants and agreements of the Parties hereunder shall survive without limitation as to time, and the period during which a Claim for breach may be asserted in connection therewith shall continue until the expiration of the applicable statute of limitations.

Tax gross up in respect of Agreement Claims

17.4 If a party (**First Party**) is liable to pay an amount to another party in respect of any Agreement Claim (**Second Party**) and that payment results in an increase in the Tax payable by the Second Party, then the payment must be grossed-up by the amount necessary to ensure that the net amount retained by the Second Party after deduction of or payment of that additional Tax equals the amount the Second Party would have retained had that additional Tax not been payable.

18. LIMITATIONS OF LIABILITY

Disclosure

18.1 No Seller is liable in respect of a Purchaser Representation and Warranty Indemnification Claim if the fact, matter or circumstance giving rise to the Purchaser Representation and Warranty Indemnification Claim:

(a) is expressly Disclosed in this Agreement and its applicability to the relevant Seller Representation and Warranty the subject of such Purchaser Representation and Warranty Claim is apparent on its face;

(b) unless the Purchaser Representation and Warranty Indemnification Claim relates to a Fundamental Seller Representation and Warranty, is Disclosed in the Due Diligence Materials;

(c) is provided for or otherwise taken into account in the Completion Statement; or

(d) was actually known by the Inmarsat Specified Persons before the date of this Agreement.

For the avoidance of doubt, any Disclosure in this Agreement or the Due Diligence Materials which is expressed to relate only to particular Seller Representations and Warranties or categories of Seller Representations and Warranties shall not limit the scope of such Disclosure which shall be considered to be disclosed for all purposes of this Agreement, and not merely for the Seller Representations and Warranties specifically referred to to the extent the applicability of such Disclosure is apparent on its face. No matter or information set out in or referred to in the Due Diligence Materials relating to a possible breach or violation of any contract, law, regulation or order (or similar) is to be construed as an admission or indication that a breach or violation exists or has actually occurred.

18.2 For the purposes of clauses 18.1 and 18.3 and the Sellers Representations and Warranties set out in clause 5.2 of Schedule 3, a fact, matter or circumstance is **Disclosed** (with a correlative meaning for the term **Disclosing** and **Disclosure**) if it is fairly, fully, clearly and accurately disclosed with sufficient detail to enable the recipient of the Disclosure to identify the nature and scope of the relevant, fact matter or circumstance and to assess the impact of the relevant fact, matter or circumstance on the Assets.

18.3 No Purchaser is liable in respect of a Seller Representation and Warranty Indemnification Claim if the fact, matter or circumstance giving rise to the Seller Representation and Warranty Indemnification Claim:

(a) is expressly Disclosed in this Agreement and its applicability to the relevant Purchaser Representation and Warranty the subject of the Seller Representation and Warranty Indemnification Claim is apparent on its face;

(b) is provided for or otherwise taken into account in the Completion Statement; or

(c) was actually known by the Speedcast Specified Persons before the date of this Agreement.

For the avoidance of doubt, any Disclosure which is expressed to relate only to particular Purchaser Representations and Warranties or categories of Purchaser Representations and Warranties shall not limit the scope of such disclosure which shall be considered to be disclosed for all purposes of this Agreement, and not merely for the Purchaser Representations and Warranties specifically referred to to the extent the applicability of such disclosure is apparent on its face.

Minimum amount for Indemnification Claims

18.4 Neither the Sellers nor the Purchasers shall be liable in respect of an Indemnification Claim unless the aggregate amount of Loss that the Purchasers or the Sellers (as applicable) would be entitled to recover in relation to such Indemnification Claim is at least $50,000; provided, that in the event that there are multiple substantially similar Indemnification Claims (for example a similar Indemnification Claim but applicable to multiple Customer Contracts), such Indemnification Claims may be aggregated for purposes of satisfying the $50,000 minimum.

Threshold for Indemnification Claims

18.5

(a) The Sellers shall not be liable in respect of an Indemnification Claim unless the aggregate of Loss that the Purchasers would be entitled to recover, but for this clause 18.5, in relation to all Indemnification Claims that satisfy clause 18.4 plus all claims under the Transition Services Agreement that satisfy clause 5.02(b)(iii) of the Transition Services Agreement, is at least $200,000, in which case the Sellers shall be liable for the whole of that amount and not merely the excess.

(b) The Purchasers shall not be liable in respect of an Indemnification Claim unless the aggregate of Loss that the Sellers would be entitled to recover, but for this clause 18.5, in relation to all Indemnification Claims that satisfy clause 18.4 is at least $200,000, in which case the Purchasers shall be liable for the whole of that amount and not merely the excess.

Maximum recovery for Indemnification Claims

18.6 The maximum aggregate amount that the Purchasers may recover from the Sellers in respect of all Indemnification Claims under this Agreement shall be $7,500,000. The maximum aggregate amount that the Sellers may recover from the Purchasers in respect of all Indemnification Claims under this Agreement shall be $7,500,000.

Other limitations of liability

18.7 Notwithstanding anything to the contrary in this Agreement, the Sellers shall not be liable in respect of an Indemnification Claim in respect of the Seller Representation and Warranty set forth in clause 2.3 of the Seller Representations and Warranties as a result of any Purchaser or any Seller Group Member identifying any Wrong Pocket Asset after Completion unless the Sellers fail to comply with their obligations under clause 10.7 in respect of the relevant Wrong Pocket Asset within ten (10) Business Days of the date which a Seller Group Member identifies such Wrong Pocket Asset, or, in the case of a Purchaser identifying such Wrong Pocket Asset, ten (10) Business Days after the relevant Purchaser notifies the Sellers of its identification of the Wrong Pocket Asset; provided, that if the Sellers fail to comply with the requirements of clause 10.7 within such ten (10) Business Days, the Purchasers shall be entitled to all rights and remedies under this Agreement, including without limitation, the rights and remedies set forth in clause 10.7, the rights and remedies set forth in clause 16 with respect to the Seller Representation and Warranty in clause 2.3 of the Seller Representations and Warranties and any other right or remedy available to the Purchasers under this Agreement or at law or in equity.

Reimbursement of benefits subsequently received

18.8 If a Seller has made a payment to a Purchaser Group Member or a Purchaser has made a payment to a Seller Group Member in respect of any Loss with respect to an Agreement Claim or an Indemnification Claim (the amount of such payment with respect to the applicable Claim being the **Claim Amount**) and, after that payment is made, any Purchaser Group Member or Seller Group Member (as applicable) receives any payment by reason of the fact, matter or circumstance to which the Claim relates

(**Recovery Amount**), then the relevant Purchaser Group Member or Seller Group Member (as the case may be) must as soon as reasonably practicable repay to the relevant Seller or the relevant Purchaser (as the case may be) an amount equal to the lesser of the Claim Amount and the Recovery Amount less all reasonable costs incurred by the Purchaser Group Member or the Seller Group Member (as the case may be) in recovering the Recovery Amount.

Mitigation

18.9 Nothing in this Agreement relieves the Purchasers or the Sellers from any duty at Applicable Law to mitigate any loss or damage that it may suffer or incur as a result of any Agreement Claim or any Indemnification Claim.

Exclusion of certain losses

18.10 No Party to this Agreement shall be liable to any other Party:

(a) for any special, consequential, punitive or indirect damages (except to the extent that any of the same are paid by an Indemnifying Party or a Breaching Party to a third party in connection with a Claim asserted by such third party); or

(b) which constitutes, or arises from or in connection with, a loss of revenue, profit or opportunity, loss of goodwill or loss of business reputation,

except where this Agreement specifically provides that that type of loss or damage is recoverable.

No action against officers and employees

18.11 This Agreement may only be enforced against, and any Claim based upon, arising out of, or related to this Agreement or the transactions contemplated hereby may only be brought against, the entities that are expressly named as Parties hereto and then only with respect to the specific obligations set forth herein with respect to such Party. No past, present or future director, officer, employee, incorporator, member, partner, stockholder, Affiliate, agent, attorney, advisor or Representative or Affiliate of any of the foregoing shall have any liability (whether in contract, tort, equity or otherwise) for any one or more of the representations, warranties, covenants, agreements or other obligations or liabilities of any one or more of the Sellers or the Purchasers (whether for indemnification or otherwise) or of or for any Claim based on, arising out of, or related to this Agreement or the transactions contemplated hereby.

No double recovery

18.12 No Party is entitled to recover any loss or liability or obtain payment, reimbursement, restitution or indemnity more than once in respect of any one loss, shortfall, deficiency or other set of circumstances which gives rise to more than one Claim.

Circumstances where limitations do not apply

18.13 None of the limitations in clause 18 apply to any Agreement Claim or Indemnification Claim to the extent that it arises out of, or is increased as a result of any fraud, wilful

misconduct or wilful concealment by the Sellers or any of their Representatives or the Purchasers or any of their Representatives.

19. RESTRICTIVE COVENANTS

Covenants

19.1 Subject to clauses 19.7 and 19.8, each Seller shall not, and shall procure that each Seller Group Member shall not, during the Restrained Period, in any manner, either directly, indirectly, individually, in partnership, jointly or in conjunction with any Person:

(a) engage in or participate in any manner (as an owner, investor, equity holder, financing source, manager, agent, Representative, consultant, service provider or otherwise) in the Restrained Activities anywhere in the world; or

(b) have an equity or profit interest in, advise or render services (of an executive, marketing, manufacturing, research and development, administrative, financial, consulting or other nature) or lend money to any Person that engages in or participates in any manner in the Restrained Activities anywhere in the world.

Non-solicitation

19.2 Subject to clauses 19.7 and 19.8, each Seller shall not, and shall procure that each Seller Group Member shall not, during the Restrained Period, in any manner, directly, indirectly, individually, in partnership, jointly or in conjunction with any Person:

(a) solicit or participate in any manner (as an owner, equity holder, financing source, manager, agent, Representative, consultant, service provider or otherwise) with any Person that solicits, any Customer for the purpose of providing, engaging in or otherwise participating in any Restrained Activities; or

(b) persuade or attempt to persuade or participate in any manner (as an owner, equity holder, financing source, manager, agent, Representative, consultant, service provider or otherwise) with any Person that persuades or attempts to persuade, any Customer to terminate or modify its Customer Contract, or any replacement or successor contract related to one or more Vessels with any Purchaser or Affiliate of any Purchaser.

Acknowledgment

19.3 Each Seller acknowledges and agrees that:

(a) the covenants and agreements set forth in this clause 19 were a material inducement to the Purchasers to enter into this Agreement and to perform its obligations hereunder;

(b) the Purchasers would not obtain the benefit of the bargain set forth in this Agreement as specifically negotiated by the Parties if such Seller or any of Seller Group Member breached the provisions of this clause 19;

(c) any breach of the provisions of this clause 19 by such Seller or any other Seller Group Member would result in a significant loss of goodwill by the Purchasers;

(d) the length of time, scope and geographic coverage of the covenants set forth in this clause 19 are reasonable given the benefits such Seller will directly or indirectly receive hereunder; and

(e) such Seller will not challenge the reasonableness of the time, scope, geographic coverage or other provisions of this covenants set forth in this clause 19 in any Action, regardless of who initiates such Action.

19.4 Each Seller further acknowledges and agrees that irreparable injury will result to the Purchasers if such Seller or any other Seller Group Member breaches any of the terms of this clause 19, and that in the event of an actual or threatened breach by such Seller or any other Seller Group Member of any of the provisions contained in this clause 19, the Purchasers will have no adequate remedy at law. Each Seller accordingly agrees that in the event of any actual or threatened breach by such Seller or any other Seller Group Member of any of the provisions contained in this clause 19, the Purchasers shall be entitled to injunctive and other equitable relief without:

(a) the posting of any bond or other security;

(b) the necessity of showing actual damages; and

(c) the necessity of showing that monetary damages are an inadequate remedy.

Nothing contained in this clause 19.4 shall be construed as prohibiting the Purchasers from pursuing any other remedies available to it for such breach or threatened breach, including the recovery of any damages that it is able to prove.

Severability

19.5 In the event a judicial determination is made that any provision of this clause 19 constitutes an unreasonable or otherwise unenforceable restriction against the Sellers or any other Seller Group Member, the provisions of this clause 19 shall be rendered void only to the extent that such judicial determination finds such provisions to be unreasonable or otherwise unenforceable with respect to the Sellers or their respective Affiliates. In this regard, any judicial authority construing this Agreement shall be empowered to sever any portion of the territory, any prohibited business activity or any time period from the coverage of this clause 19 and to apply the provisions of this clause 19 to the remaining portion of the territory, the remaining business activities and the remaining time period not so severed by such judicial authority.

Exceptions

19.6 The Parties agree that nothing in this clause 19 restricts, prevents or otherwise limits any one or more of the Sellers, or another Seller Group Member, from:

(a) making an offer available to the market generally without customization; or

(b) continuing to provide any telecommunications services (including, for the avoidance of doubt, KU VSAT services), other than Inmarsat Fleet Xpress

services, Inmarsat Fleet Broadband services or services over the Sigma Platform, to any Vessel, listed on Attachment 19 to the Seller Letter, which the relevant Seller or Seller Group Member is contracted to provide on the date of this Agreement but only for so long as the balance of the remaining term of the relevant contract.

19.7 Subject to clause 19.8, the Parties agree that none of the covenants, agreements, restrictions, prohibitions or limitations in clause 19.1 or 19.2 shall apply to, or otherwise bind, any Third Party Purchaser or any Third Party Purchaser Affiliate.

19.8 If, during the Restrained Period, a Seller or a Seller Controlled Affiliate

(a) does not keep the Segregated Employees, Segregated Information and Segregated Resources completely separate and apart from any Third Party Purchaser or any Third Party Purchaser Affiliate; or

(b) enables the Segregated Employees, Segregated Information and Segregated Resources to be used or accessed by any Third Party Purchaser or any Third Party Purchaser Affiliate,

in each case (a) and (b), other than in the Investment Fund Permitted Circumstances, then the covenants, agreements, restrictions, prohibitions and limitations in clauses 19.1 and 19.2 shall apply to any Third Party Purchaser and any and all Third Party Purchaser Affiliates, provided, that, if the applicable Third Party Purchaser is Affiliated with investment funds that directly or indirectly Controls or invest in multiple Persons which are held separately and operate independently from each other (each a, **Portfolio Business**), then (x) the covenants, agreements, restrictions, prohibitions and limitations in clauses 19.1 and 19.2 shall not apply to such Third Party Purchaser Affiliated investment funds and such funds' Affiliated limited partners, general partners, managers and advisors and (y) the covenants, agreements, restrictions, prohibitions and limitations in clauses 19.1 and 19.2 shall only apply to:

(c) each Portfolio Business that is or was involved in, or otherwise party to, the relevant failure contemplated in paragraph (a) or (b) of this clause 19.8 (**Non-Segregated Portfolio Business**);

(d) the relevant parent entity of the Non-Segregated Portfolio Business; and

(e) each Person who is directly or indirectly Controlled by the relevant parent entity of the Non-Segregated Portfolio Business.

19.9 For purposes of this clause 19, the term:

(a) **Third Party Purchaser** means any purchaser of Speedcast International or any successor parent entity of the Sellers that is not a Seller or Seller Controlled Affiliate;

(b) **Third Party Purchaser Affiliate** means any Affiliate of such Third Party Purchaser that is not a Seller or Seller Controlled Affiliate;

(c) **Seller Controlled Affiliate** means Speedcast International, or any successor parent entity of the Sellers, and each Person who is directly or indirectly Controlled by Speedcast International, or by any successor parent entity of the Sellers;

(d) **Segregated Employees** means any employee or other Representative (other than any third party professional adviser who has implemented customary protocols and procedures to restrict the sharing of Segregated Information and Segregated Resources) of any Seller or Seller Controlled Affiliate who has had any direct involvement with any of the Customers or has been involved in the day to day operations of the Business (including, without limitation, any employee or Representative involved in sales or operations with respect to any Customer or Customer Contract);

(e) **Segregated Information** means any data or information in the possession of any Seller or Seller Controlled Affiliate concerning, or used in connection with, any of the Customers or any of the Assets (including, without limitation, Customer lists, Customer Contracts and pricing but excluding aggregated financial information);

(f) **Segregated Resources** means any other resources of any Seller or Seller Controlled Affiliate concerning or used in connection with any of the Customers or any of the Assets (including, without limitation, the SIGMA Platform); and

(g) **Investment Fund Permitted Circumstances** means, solely in the case of a Third Party Purchaser that is an investment fund or an Affiliate of an investment fund, the disclosure or use of, or access to, Segregated Information, Segregated Resources or Segregated Employees by any Representative of a Third Party Purchaser who is responsible for or otherwise involved in:

(i) evaluating, assessing or considering the Third Party Purchaser's proposed decision whether to acquire or invest in Speedcast International or any successor parent entity of the Sellers; or

(ii) following the Third Party Purchaser's acquisition of Speedcast International or any successor parent entity of the Sellers, the ongoing management, oversight, monitoring, assessment or evaluation of, or the Third Party Purchaser's investment in, Speedcast International or any successor parent entity of the Sellers,

provided that (A) the relevant Representative does not disclose or use any Segregated Information or Segregated Resources to, or with, any Portfolio Businesses of the Third Party Purchaser (other than a Seller or a Seller Controlled Affiliate) and (B) no Segregated Information or Segregated Resources is used by any Third Party Purchaser or Third Party Purchaser Affiliate for any purpose other than as set forth in clauses (i) and (ii) above.

Liquidated Damages

19.10 In addition to the Purchasers' right to seek specific performance, injunctive relief or other equitable remedy, in the event of a breach by any Seller of any of the provisions of clause 19.1 or 19.2 (or, if applicable, simultaneous breaches by multiple Sellers arising under the same events or circumstances), the Sellers shall, jointly and severally, be liable to pay to the Purchasers in respect of each Vessel subject to such breach, without offset or reduction of any kind, in cash in U.S. dollars by wire transfer of immediately available funds, liquidated damages in an amount equal to the amount obtained by applying the Liquidated Damages Formula to the applicable breach. The Parties acknowledge and agree that such amount shall not constitute a penalty but will be liquidated damages, in a reasonable amount that will compensate the recipient for the Losses incurred by the Purchasers and the Purchaser Group Members, which amount would otherwise be impossible to calculate with precision.

20. PAYMENTS

Direction

20.1 Any reference in this Agreement to a payment to any Party includes payment to another Person at the direction of that Party.

Payments to Purchasers

20.2 Subject to clause 11.4, any payment required to be made to the Purchasers under this Agreement must be made by way of direct transfer of immediately available funds into the bank account nominated in writing by the Purchaser Representative to the Sellers in accordance with clause 20.4.

Payments to Sellers

20.3 Subject to clause 11.1, all payments made to the Sellers under this Agreement are to be paid in immediately available funds into the bank account nominated in writing by the Seller Representative to the Purchasers in accordance with clause 20.4.

Invoice

20.4 The Sellers or the Purchasers (as applicable) must provide a valid VAT invoice to the Purchasers or Sellers (as applicable, including in respect of the Completion Payment and any other amounts payable under this Agreement) no later than five (5) Business Days prior to the expected payment date, unless specified otherwise under this Agreement. Any invoice provided in accordance with this clause 20.4 must contain details of the nominated bank account to which the Purchasers or Sellers (as applicable) is directed to pay such relevant amount.

Default interest

20.5 If any party (**Payor**) fails to make a payment to any other party (**Payee**) under this Agreement on or before the due date for payment, then, without limiting any other remedy of the Payee, the Payor must pay to the Payee on demand interest on the due amount calculated at the Standard Rate, with interest to accrue from the due date to the day immediately before the actual date of payment, calculated daily on the basis of a 365 day year and capitalised monthly.

21. VAT

Payment of VAT

21.1 The consideration for all supplies for VAT purposes made or deemed to be made under or in connection with this Agreement shall be deemed to be exclusive of VAT. The Party receiving the supply in question shall pay to the Party making that supply (in addition to the consideration) all VAT for which the party making the supply is required to account to a Tax Authority in relation to that supply. All VAT payable under this Agreement shall be paid at the same time as the payment (or provision of consideration) to which the VAT relates, as reflected to the respective VAT invoice.

VAT records

21.2 All VAT records relating to the Assets prior to the Effective Time shall be retained by the Sellers. The Sellers shall procure that such records shall be preserved for such periods as required by Applicable Law, and during such periods shall at the Purchasers' (or the Purchasers' successors' (as the case may be)) cost:

(a) provide the Purchasers and their successors for the purpose of complying with their duties under the VAT requirements of the relevant Tax Authority, at such times and in such form as the Purchasers or such successors may reasonably require, (a) such information contained in the records and (b) such copies of documents forming part of such records as, in each case, the Purchasers and such successors may reasonably specify; and

(b) permit the Purchasers and their Representatives and the Purchasers' successors and their Representatives, at all reasonable times and subject to reasonable written notice, to inspect and take copies of such records for the purpose of complying with their duties under the VAT requirements of the relevant Tax Authority.

22. CONFIDENTIALITY

No announcement or other disclosure of transaction

22.1 Except as permitted by clause 22.2, during the period from the date of this Agreement until the Completion, the Sellers and the Purchasers agree:

(a) that no public release or announcement concerning the transactions contemplated hereby shall be issued or made by any Party without the prior consent of the other Parties (which consent shall not be unreasonably withheld, conditioned or delayed); and

(b) to keep confidential, and to procure that each of their respective Representatives keep confidential, all negotiations between the parties in relation to the subject matter of this Agreement and the terms of this Agreement.

Permitted disclosure

22.2 Nothing in this Agreement prevents a person from disclosing matters referred to in clause 22.1:

(a) if disclosure is required to be made by Applicable Law or the rules of a recognised stock or securities exchange and the party whose obligation it is to keep matters confidential or procure that those matters are kept confidential:

(i) has not through any voluntary act or omission (other than the execution of this Agreement) caused the disclosure obligation to arise; and

(ii) has before disclosure is made notified the other Party or Parties of the requirement to disclose and, where the relevant Applicable Law or rules permit and where practicable to do so, given the other Party or Parties a reasonable opportunity to comment on the requirement for and proposed contents of the proposed disclosure;

(b) if disclosure is made by way of a written announcement the terms of which have been agreed in writing by the Purchasers and the Sellers prior to the making of the announcement;

(c) if disclosure is required in connection with the Chapter 11 Proceedings, including the Sale Order and the filing of a motion with the Bankruptcy Court seeking approval of the Sale Order;

(d) if disclosure is reasonably required to enable a Party to perform its obligations under this Agreement, including to any Customer in connection with discussing a possible novation of a Customer Contract or in attempting to obtain a novation of a Customer Contract or any discussions related thereto;

(e) to any (i) Representative of a Party who has been retained to advise in relation to the transactions contemplated by this Agreement, (ii) direct or indirect shareholder or owner of a Party or an Affiliate of a Party, (iii) to a lender or debtholder of a Party or an Affiliate of a Party, (iv) an Affiliate of a Party or (v) a potential acquirer of a Party or any Affiliate of a Party; provided, in each case, that such Representative, shareholder, owner, lender, debtholder, Affiliate or potential acquirer is under an obligation to keep the information confidential on terms that are at least as restrictive as the Confidentiality Agreement;

(f) with the prior written approval of each Party other than the Party whose obligation it is to keep those matters confidential or procure that those matters are kept confidential; or

(g) where the matter has come into the public domain otherwise than as a result of a breach by any party of this Agreement.

Confidentiality Agreement and Post-Completion Confidentiality

22.3 The Confidentiality Agreement will survive the execution and delivery of this Agreement and remain in full force and effect in accordance with its terms, and the Parties will continue to be obligated to perform and comply with its obligations under the Confidentiality Agreement until the Completion, at which time the Confidentiality Agreement shall terminate.

22.4 Except as permitted by clause 22.5, for a period of three (3) years from and after Completion:

(a) the Purchasers shall, and shall cause their Representatives to, keep confidential and not use for any purpose any Seller Confidential Information; and

(b) the Sellers shall, and shall cause their respective Representatives to, keep confidential and not use for any purpose any Purchaser Confidential Information.

22.5 Nothing in this Agreement prevents a person from disclosing or using Seller Confidential Information or Purchaser Confidential Information:

(a) if disclosure or use is required by Applicable Law or the rules of a recognised stock or securities exchange and the party whose obligation it is to keep matters confidential or procure that those matters are kept confidential:

(i) has not through any voluntary act or omission (other than the execution of this Agreement) caused the disclosure or use obligation to arise; and

(ii) has before disclosure or use is made notified the other Party or Parties of the requirement to disclose and, where the relevant Applicable Law or rules permit and where practicable to do so, given the other Party or Parties a reasonable opportunity to comment on the requirement for and proposed contents of the proposed disclosure or use;

(b) if disclosure or use is required in connection with the Chapter 11 Proceedings;

(c) if disclosure or use is reasonably required to enable a Party to perform its obligations under this Agreement;

(d) to any (i) Representative of a Party who has been retained to advise in relation to the transactions contemplated by this Agreement, (ii) direct or indirect shareholder or owner of a Party or an Affiliate of a Party, (iii) to a lender or debtholder of a Party or an Affiliate of a Party, (iv) an Affiliate of a Party or (v) a potential acquirer of a Party or any Affiliate of a Party; provided, in each case, that such Representative, shareholder, owner, lender, debtholder, Affiliate or potential acquirer is under a similar obligation to keep the information confidential;

(e) with the prior written approval of each Party other than the Party whose obligation it is to keep those matters confidential or procure that those matters are kept confidential.

23. TERMINATION

Termination

23.1 This Agreement may be terminated at any time prior to the Completion:

(a) by mutual written consent of the Purchasers and the Sellers;

(b) by the Sellers in accordance with clauses 3.9 or 8.7;

(c) by the Purchasers in accordance with clauses 3.9 or 8.7;

(d) by either the Purchasers or the Sellers, if there shall be any Applicable Law or order which is final and non-appealable preventing the consummation of the transactions contemplated by this Agreement on the terms set forth herein or that makes consummation of the transactions contemplated by this Agreement on the terms set forth herein illegal;

(e) by either the Purchasers or the Sellers, if the Completion shall not have occurred on or before the Longstop Date; provided, however, that the right to terminate this Agreement under this clause 23.1(e) shall not be available to any Party whose breach of or failure to perform any material covenant, agreement or obligation hereunder is the principal cause of the failure of the Completion to occur on or before such Longstop Date; or

(f) by written notice from the Purchasers to the Sellers, if (i) any Seller seeks to have the Bankruptcy Court enter an order dismissing, or converting into cases under Chapter 7 of the Bankruptcy Code, any of the cases commenced by Sellers under Chapter 11 of the Bankruptcy Code and comprising part of the Bankruptcy Cases, or appointing a trustee in the Bankruptcy Cases or appointing a responsible officer or an examiner with enlarged power relating to the operation of the Business (beyond those set forth in Section 1106(a)(3) or (4) of the Bankruptcy Code) under Bankruptcy Code Section 1106(b), or (ii) an order of dismissal, conversion or appointment is entered for any reason and is not reversed or vacated within fourteen (14) days after entry thereof.

Notice of Termination

23.2 In the event of termination of this Agreement by either or both of the Sellers and the Purchasers pursuant to clause 23.1, written notice of such termination shall be given by the terminating Party or Parties to the other Parties.

Effect of termination

23.3 If this Agreement is terminated then:

(a) subject to clause 23.3(b), this Agreement shall immediately become void, there shall be no liability or obligation on the part of the Purchasers, the Sellers or any of their respective Affiliates and all rights and obligations of any Party hereto shall cease, except for the provisions of clauses 1, 22.3, 23 and 24, which will survive termination; and

(b) each party retains the rights it has against the others in respect of fraud or any wilful or intentional breach of this Agreement occurring before termination.

24. GENERAL

Further assurance

24.1 Following Completion, each Party shall, and procure that its employees and Representatives shall, take all further actions and execute and deliver such further instruments, documents and agreements as any other Party shall reasonably request to consummate or confirm the transactions provided for herein, to accomplish the purpose hereof, to sell, assign, grant, convey and transfer the Assets to the Purchasers on the

terms herein contained or to assure to any other Party the benefits hereof. Without limiting the generality of the foregoing, the Sellers shall cooperate with the Purchasers and take all actions and execute and deliver any further instruments, documents and agreements as the Purchasers may reasonably request to assign and transfer the IP addresses included in the Documentation and Materials to the Purchasers (including, without limitation, executing and delivering any documents or instruments required to effect the transfer of the relevant IP addresses on the applicable registry for such IP addresses).

Severability

24.2 If anything in this Agreement is unenforceable, illegal or void or contravenes Applicable Law then it is severed and the rest of this Agreement remains in force.

Entire agreement

24.3 This Agreement, the Sale Order, the Confidentiality Agreement and the other Transaction Agreements:

(a) contain the entire agreement, arrangement and understanding between the Parties on everything connected with the subject matter of this Agreement; and

(b) supersede any prior agreement, arrangement or understanding on anything connected with that subject matter.

24.4 Accordingly, anything (such as correspondence, negotiations or representations before this document is executed or an arrangement or understanding) not reflected in this Agreement does not bind the parties and may not be relied on by them.

Amendment

24.5 No amendment or modification to this Agreement is effective unless it is in writing and signed by all parties to this Agreement.

Rights, powers and remedies

24.6 Subject to clause 16.7, the rights, powers and remedies of each Party provided for in this Agreement are cumulative and are in addition to and not in lieu of any other rights, powers and remedies available to such Party at law, in equity or otherwise. Nothing in this Agreement shall modify, limit, impair or otherwise affect the rights and remedies of the parties under the Transaction Agreements, except as expressly set forth herein (including, without limitation, clause 16.7).

24.7 Unless this Agreement expressly provides otherwise, a consent under this Agreement may be given or withheld in the absolute discretion of the Party entitled to give the consent and to be effective must be given in writing.

24.8 In exercising or enforcing, or deciding not to exercise or enforce, a right, power or remedy, a Party is not required to take into account any adverse effect on another Party.

24.9 Without limiting any other provision of this Agreement, the Parties agree that:

(a) failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power or remedy provided by Applicable Law or under this Agreement by a Party does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by Applicable Law or under this Agreement;

(b) a waiver given by a Party under this Agreement is only effective and binding on that party if it is given or confirmed in writing by that Party; and

(c) a waiver of a right, power or remedy is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given and no waiver of a breach of a term of this Agreement operates as a waiver of another breach of that term or of a breach of any other term of this Agreement.

Continuing obligations

24.10 The rights and obligations of the Parties do not merge on the completion of any transaction contemplated by this Agreement. They also survive the execution and delivery of any conveyance, assignment, transfer or other document entered into for the purpose of implementing any transaction contemplated by this Agreement.

24.11 Subject to the provisions of clause 16, each indemnity in this Agreement is a continuing obligation, separate and independent from the other obligations of the Parties, and survives termination, completion or expiration of this Agreement. It is not necessary for a Party to incur expense or to make any payment before enforcing a right of indemnity conferred by this Agreement.

Costs

24.12 Unless otherwise expressly provided in this Agreement, each party shall bear its own costs, charges and expenses incurred in relation to the preparation, negotiation, execution and implementation of this Agreement.

24.13 The Purchasers must pay all stamp duty or other similar transfer Tax payable (including all fines, penalties and interest) on or in respect of the transfers of the Assets, when due.

Notices

24.14 A notice or other communication connected with this Agreement (**Notice**) has no legal effect unless it is in writing.

24.15 In addition to any other method of service provided by Applicable Law, the Notice may be:

(a) sent by email to the email address of the addressee set out in clauses 24.17 or 24.18, or subsequently notified; or

(b) physically hand delivered at the address of the addressee set out in this Agreement or subsequently notified.

24.16 If the Notice is sent or delivered in a manner provided by clause 24.17 or 24.18, it must be treated as given to and received by the party to which it is addressed:

(a) if sent by email before 5pm on a Business Day at the place of receipt, on the day it is sent and otherwise on the next Business Day at the place of receipt; or

(b) if physically hand delivered before 5pm on a Business Day at the place of delivery, upon delivery, and otherwise on the next Business Day at the place of delivery.

24.17 The address for service and email address of the Sellers and the Seller Representative are set out in Attachment 1 to the Seller Letter.

24.18 The address for service and email address of the Purchasers and the Purchaser Representative are set out in Attachment 1 to the Purchaser Letter.

24.19 A party may change its address for service by giving Notice of that change to each other party.

24.20 Any Notice by a party may be given and may be signed by its solicitor or attorney.

Offset

24.21 Notwithstanding anything to the contrary contained in this Agreement, the Purchasers shall be entitled to offset:

(a) the Completion Offset Amount against the Completion Payment; and

(b) the Deferred Completion Offset Amount against the Deferred Completion Payment,

in each case on the terms and subject to the conditions set forth in this Agreement.

24.22 In addition to the offsets referred to in clause 24.21, the Purchasers shall be entitled to offset any Determined Offset Amount and any Overdue Offset Amount against any amount owed by any Purchaser to any Seller under this Agreement. For purposes of this clause 24.22:

(a) **Determined Offset Amount** means an amount owed by any of the Sellers to any of the Purchasers under this Agreement to the extent such amount is either agreed among the Parties or has been determined to be so owing by a court; and

(b) **Overdue Offset Amount** means any amount that has been billed by any Purchaser Group Member to any Seller Group Member under a commercial arrangement between the relevant Purchaser Group Member and the relevant Seller Group Member that has not been paid when due and is not being disputed in good faith by the relevant Seller Group Member.

No deduction

24.23 Subject to clauses 24.21 and 24.22 and except as otherwise required by Applicable Law, any payment to be made under this Agreement must be made free and clear of any set off, deduction or withholding, except as expressly provided by this Agreement.

Specific Performance

24.24 The Parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Accordingly, each Party agrees that in the event of any breach or threatened breach by any other Party of any covenant or obligation contained in this Agreement, the non-breaching Party or Parties shall be entitled (in addition to any other remedy that may be available to it, whether in law or equity) to obtain:

(a) a decree or order of specific performance to enforce the observance and performance of such covenant or obligation; and

(b) an injunction restraining such breach or threatened breach.

Each of the Parties agrees that it will not oppose the granting of an injunction, specific performance and other equitable relief on the basis that the other Party or Parties has an adequate remedy at law or that any award of specific performance is not an appropriate remedy for any reason at law or in equity. Any Party seeking an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement shall not be required to provide any bond or other security in connection with any such order or injunction.

No assignment

24.25 No Party may assign or delegate or purport to assign or delegate its rights or obligations under this Agreement without the prior written consent of each other Party, provided that, subject to clause 24.26, at any time prior to Completion, any Purchaser may assign or delegate its rights or obligations under this Agreement to one or more Affiliates.

24.26 IGL must not assign or delegate any of its rights or obligations under this Agreement without the prior written consent of each Seller (not to be unreasonably withheld, conditioned or delayed).

24.27 A Party is not required to give consent or justify the withholding of consent under clause 24.25.

24.28 Any act or omission in contravention of clause 24.25 or 24.26 shall be void and of no effect.

Governing law and jurisdiction

24.29 This Agreement and all legal actions or proceedings based upon, arising out of or related or incidental to any transaction contemplated hereby or the negotiation, execution, performance or consummation of the foregoing shall be exclusively governed by, construed, performed and enforced in accordance with the laws of the State of New York (without giving effect to its principles or rules of conflict of laws to the extent such

principles or rules would require or permit the application of the laws of another jurisdiction) as to all matters, including, but not limited to, matters of validity, construction, effect, performance and remedies.

24.30 For so long as a Seller remains subject to the Chapter 11 Proceedings, each Party irrevocably agrees that any legal action or proceeding with respect to this Agreement and the rights and obligations arising hereunder, or for recognition and enforcement of any judgment in respect of this Agreement and the rights and obligations arising hereunder brought by any other Party or its successors or assigns, shall be brought and determined exclusively in the Bankruptcy Court. Each Party irrevocably submits with regard to such action or proceeding to the jurisdiction of the Bankruptcy Court and agrees that it will not bring or support any action relating to this Agreement or the transactions contemplated hereby in any court other than the aforesaid court. Each Party irrevocably waives and agrees not to assert any objection it may have now or in the future to the venue of any proceedings, and any Claim it may have now or in the future that any proceedings have been brought in an inconvenient forum, if that venue falls within clauses 24.29 and 24.30. Notwithstanding the foregoing provisions of this clause 24.30, if the Bankruptcy Court determines that it does not have subject matter jurisdiction over any such legal action or proceeding, then the Parties agree that the provisions of clause 24.31 shall apply.

24.31 On and from the date on which all Sellers are no longer subject to the Chapter 11 Proceedings or if the Bankruptcy Court determines that it does not have subject matter jurisdiction over any legal action or proceeding as set forth in clause 24.30, each Party irrevocably agrees that any legal action or proceeding with respect to this Agreement and the rights and obligations arising hereunder, or for recognition and enforcement of any judgment in respect of this Agreement and the rights and obligations arising hereunder brought by any other Party or its successors or assigns, shall be brought and determined exclusively in the Federal Courts of the United States of America or the courts of the State of New York, in each case located in the State of New York. Each Party irrevocably submits with regard to such action or proceeding to the jurisdiction of the aforesaid courts and agrees that it will not bring or support any action relating to this Agreement or the transactions contemplated hereby in any court other than the aforesaid courts. Each Party irrevocably waives and agrees not to assert any objection it may have now or in the future to the venue of any proceedings, and any Claim it may have now or in the future that any proceedings have been brought in an inconvenient forum, if that venue falls within clauses 24.29 and 24.31.

24.32 Each party irrevocably agrees that any process in any legal action or proceedings relating to any Claim relating to this Agreement may be served on it in accordance with the provisions of clauses 24.14 to 24.20.

24.33 Nothing in this Agreement shall affect the right of any party to serve any process in any legal action or proceedings relating to any Claim relating to this Agreement in any other manner permitted by Applicable Law.

24.34 Each party acknowledges and agrees that any controversy or claim which may arise under this Agreement or the transactions contemplated hereby is likely to involve complicated and difficult issues, and therefore it hereby irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any litigation directly or indirectly arising out of or relating to this Agreement or the transactions contemplated hereby. This waiver may not be modified either orally or in writing (other than by a

mutual written waiver specifically referring to this clause 24.34 and executed by each of the parties hereto). This waiver shall apply to any subsequent amendments, renewals, supplements or modifications to this agreement or any other agreements or documents relating to the transactions contemplated by this agreement.

24.35 If this Agreement is translated into any language other than English, the English language text shall prevail.

Counterparts

24.36 This Agreement may be executed in any number of counterparts. Each counterpart is an original but the counterparts together are one and the same document.

24.37 This Agreement is binding on the Parties on the exchange of counterparts. A copy of a counterpart sent by email:

(a) must be treated as an original counterpart;

(b) is sufficient evidence of the execution of the original; and

(c) may be produced in evidence for all purposes in place of the original.

SCHEDULE 1: SELLERS AND PURCHASERS

Seller	Notice details
Speedcast Cyprus Limited	**At the Address and Email and Attention to the Persons set forth in Attachment 1 to the Seller Letter**
Speedcast Germany GmbH	**At the Address and Email and Attention to the Persons set forth in Attachment 1 to the Seller Letter**
Speedcast Netherlands BV	**At the Address and Email and Attention to the Persons set forth in Attachment 1 to the Seller Letter**
Speedcast Singapore Pte Ltd	**At the Address and Email and Attention to the Persons set forth in Attachment 1 to the Seller Letter**
Speedcast Limited	**At the Address and Email and Attention to the Persons set forth in Attachment 1 to the Seller Letter**
Satellite Communications Australia Pty Ltd	**At the Address and Email and Attention to the Persons set forth in Attachment 1 to the Seller Letter**
Speedcast Malaysia Sdn Bhd	**At the Address and Email and Attention to the Persons set forth in Attachment 1 to the Seller Letter**
Speedcast France SAS	**At the Address and Email and Attention to the Persons set forth in Attachment 1 to the Seller Letter**
Speedcast Ghana Limited	**At the Address and Email and Attention to the Persons set forth in Attachment 1 to the Seller Letter**
Speedcast Energy Sdn Bhd	**At the Address and Email and Attention to the Persons set forth in Attachment 1 to the Seller Letter**
Speedcast Malta Limited	**At the Address and Email and Attention to the Persons set forth in Attachment 1 to the Seller Letter**
Globecomm Europe B.V.	**At the Address and Email and Attention to the Persons set forth in Attachment 1 to the Seller Letter**
Telaurus Communications, LLC	**At the Address and Email and Attention to the Persons set forth in Attachment 1 to the Seller Letter**
Globecomm Systems SA (Pty) Ltd	**At the Address and Email and Attention to the Persons set forth in Attachment 1 to the Seller Letter**

Seller	Notice details
Evolution Communications Group Ltd	**At the Address and Email and Attention to the Persons set forth in Attachment 1 to the Seller Letter**
Globecomm Network Services Corp	**At the Address and Email and Attention to the Persons set forth in Attachment 1 to the Seller Letter**

Purchaser	Notice details
Inmarsat Solutions BV	**At the Address and Email and Attention to the Persons set forth in Attachment 1 to the Purchaser Letter**
Inmarsat Maritime Ventures Limited	**At the Address and Email and Attention to the Persons set forth in Attachment 1 to the Purchaser Letter**
Inmarsat Global Limited	**At the Address and Email and Attention to the Persons set forth in Attachment 1 to the Purchaser Letter**

SCHEDULE 2: ALLOCATION OF CONSIDERATION FOR THE SALE OF THE ASSETS

All amounts presented on a tax inclusive basis

Entity	Asset			
	Benefit of the Customer Contracts / FX System inventory / GX Inventory (% of consideration)	Pre-Completion Transferring Receivables (% of consideration)	Sigma ($ of consideration)	Documentation and Materials ($of consideration)
Satellite Communications Australia Pty Ltd	2.7%	2.7%	0.03	0.03
SpeedCast Limited	3.6%	3.6%	0.04	0.04
Speedcast Netherlands B.V.	0.6%	0.6%	0.01	0.01
Speedcast Malaysia Sdn Bhd	0.1%	0.1%	0.00	0.00
Speedcast France SAS	1.2%	1.2%	0.01	0.01
SpeedCast Singapore Pte. Ltd	2.6%	2.6%	0.03	0.03
Speedcast Malta Limited	0.2%	0.2%	0.00	0.00
Speedcast Cyprus Ltd	68.0%	68.0%	0.68	0.68
Globecomm Europe B.V.	0.4%	0.4%	0.00	0.00
Globecomm Network Services Corp	0.2%	0.2%	0.00	0.00
Globecomm Systems SA (Pty) Ltd	2.8%	2.8%	0.03	0.03
Evolution Communications Group Ltd	2.4%	2.4%	0.02	0.02
Speedcast Germany GmbH	2.6%	2.6%	0.03	0.03
Telaurus Communications, LLC	12.6%	12.6%	0.13	0.13
Speedcast Ghana Limited	0.0%	0.0%	-	-
Speedcast Energy Sdn Bhd	0.0%	0.0%	-	-
Total	**100.0%**	**100.0%**	**1.00**	**1.00**

SCHEDULE 3: SELLER REPRESENTATIONS AND WARRANTIES

1. THE SELLERS

Capacity and authorisation

1.1 Each Seller:

(a) is a company properly incorporated, organized or formed and validly existing under the Applicable Laws of its jurisdiction of incorporation, organization or formation and has all requisite power and authority to own, lease and operate its properties and to carry on its business as conducted on the date of this Agreement;

(b) has the legal right and full power, capacity and authority to:

(i) execute and deliver this Agreement; and

(ii) subject to satisfaction of the Conditions, perform its obligations under this Agreement and each transaction effected by or made under this Agreement.

Valid obligations

1.2 The execution and delivery of this Agreement and the other Transaction Agreements to which it is a party by each of the Sellers, the performance by each of the Sellers of its obligations under this Agreement and the other Transaction Agreements to which it is a party and the consummation of the transactions provided under this Agreement and each of the other Transaction Agreements to which it is a party have been duly and validly authorized by all necessary action on the part of each of the Sellers. This Agreement has been duly executed and delivered by the Sellers. Subject to Bankruptcy Court approval, this Agreement constitutes the valid legal and binding obligations of each of the Sellers and is enforceable against each of the Sellers in accordance with its terms and each of the other Transaction Agreements to which any of the Sellers is a party will, when executed and delivered, constitute the valid legal and binding obligations of each such Seller and is enforceable against each such Seller in accordance with its terms, except, in each case, as:

(a) enforceability may be limited by applicable bankruptcy or similar laws affecting the enforcement of creditors' rights generally; and

(b) enforcement is subject to principles of equity (regardless of whether their enforcement is considered in a proceeding in equity or at law).

Breach or default

1.3 The execution, delivery and performance of this Agreement by the Sellers does not violate, conflict with, result in a breach of or constitute a default under:

(a) any agreement to which any Seller is party, including, without limitation, any Customer Contract;

(b) any provision of the constitution or other organizational documents of any Seller;

(c) any law or regulation or any order, judgment or determination of any court or Regulatory Authority by which any Seller is bound or any of the Assets are subject; or

(d) result in the creation or imposition of any Encumbrance on any Asset.

Required Consents

1.4 Except as required in connection with the Chapter 11 Proceedings, no consent, approval, order or authorization of, or registration, declaration or filing with, any Regulatory Authority is required with respect to any Seller in connection with the execution, delivery or performance of this Agreement to avoid a breach or violation of, or giving rise to any right of termination, cancellation or acceleration of any right or obligation or to a loss of any benefit under Customer Contract.

2. ASSETS

Ownership

2.1 The Sellers are the sole legal and beneficial owners of the Assets, excluding (for avoidance of doubt) any Intellectual Property owned by a third party, used in connection with the Assets and licensed as part of the first purchase of those Assets.

2.2 The Sellers have good and marketable title to the Assets free and clear of all Encumbrances and Claims and have the complete and unrestricted right to assign, transfer, convey and deliver the Assets to the applicable Purchaser as provided in this Agreement, excluding (for avoidance of doubt) any Intellectual Property owned by a third party, used in connection with the Assets and licensed as part of the first purchase of those Assets, except that, as of the date of this Agreement, ANZ Bank has a security interest in the Relevant Equipment pursuant to the ANZ Security Document, which security interest will be fully terminated and released prior to Completion (unless the Purchasers waive the Condition in clause 3.2(b)(i)).

2.3 The Assets include all contracts, agreements or other arrangements with customers of, all receivables owing to, and all equipment on vessels which is owned by, any Seller Group Member, in each case relating to the provision of FX Services or FB Services.

2.4 At Completion, each Seller will have complete and unrestricted power and authority to sell, transfer, convey and assign (but not novate unless the relevant Seller has received counterparty consent to such novation) its rights, title and interest in each Customer Contract to which it is a party to Inmarsat Maritime and each Pre-Completion Transferring Receivable owing to it to IGL.

Possession of the Assets

2.5 All of the Assets are in the possession of the Sellers. No Person other than the Sellers owns any of the Assets, excepting any Intellectual Property in or related to the Sigma Platform and any Intellectual Property owned by a third party used in connection with the Assets (excluding, for the avoidance of doubt, any Public IP addresses that are

included in the Assets at Completion, to the extent that they might be considered part of such Intellectual Property).

Inventory and hardware

2.6 No Sigma Hardware leased to any Customer is owned by a Seller Group Member other than the Sellers.

2.7 To the knowledge of the Sellers, Attachment 7 to the Sellers Letter is a true and accurate listing, in all material respects, of the Leased FX System Inventory.

2.8 The Leased FX System Inventory:

(a) is free of material defects and in good operating condition and in a state of good maintenance and repair, ordinary wear and tear excepted; and

(b) were acquired in the regular and ordinary course of business.

2.9 The GX System Inventory is of a quality usable or saleable in the ordinary course of business.

Customer Contracts

2.10 Each Customer Contract is legal, valid, binding and enforceable in accordance with its respective terms with respect to the relevant Seller who is party to the Customer Contract and, to the knowledge of the Sellers, each other party thereto.

2.11 There is no existing default or breach of any of the Sellers under any Customer Contract (or event or condition that, with notice or lapse of time or both could constitute a default or breach) and, to the knowledge of the Sellers, there is no such default (or event or condition that, with notice or lapse of time or both, could constitute a default or breach) with respect to any Customer to any Customer Contract.

2.12 There is no material term, obligation, understanding or agreement that would modify any term of a Customer Contract or any right or obligation of a party thereunder which is not reflected on the face of such Customer Contract.

2.13 The Seller is not participating in any discussions or negotiations regarding modification of, or amendment to, any Customer Contract.

2.14 True, correct and complete copies of all Documented Customer Contracts have been made available to the Purchasers as documents in folders numbered 16.04.01 and 16.04.07 in the Data Room.

2.15 Except in respect of any Third Party Products listed in Schedule 3 of the SIGMA Licence, payments made to Lambda Helix in connection with virtual data centre services and any payments paid in the ordinary course of the Business to personnel of any Seller Group Member, no Seller or other Seller Group Member is required to make any payment to any third party in respect of the operation of the SIGMA Platform.

2.16 No Seller or Seller Group Member is holding any prepayment, deposit or other funds on behalf of any Customer.

Intellectual Property

2.17 The Sellers own and have good and exclusive title to, or have licenses to, each item of Intellectual Property included in the Assets, subject only to licenses and related restrictions.

2.18 All of the components Speedcast uses to provide services over the Sigma Platform to any of the Customers as at 22 April 2020 and as of the Effective Time are listed in either Schedule 1 or Schedule 3 of the Sigma Licence.

2.19 The Seller does not have knowledge of, and has not received notice of, any claim from any Person, that either any of the Intellectual Property included in the Assets or licensed under the SIGMA Licence infringes or misappropriates the Intellectual Property of any other Person or constitutes unfair competition or trade practices under the Applicable Laws of any jurisdiction.

2.20 To the knowledge of the Sellers, no Person has or is infringing or misappropriating any Sellers' Intellectual Property.

2.21 The Source Code includes all technical information, tools and documents required to enable an skilled software engineer, experienced in creating and modifying the type of software code comprised within the Source Code and who has received the services actually provided by Speedcast Cyprus under the Transition Services Agreement in relation to SIGMA Platform (either directly from Speedcast Cyprus or via onward training from an employee of the Purchaser Group Member that has received such services) to modify and maintain the Source Code and the Sigma Platform.

Pre-Completion Transferring Receivables

2.22 To the knowledge of the Sellers, the Debtors to which the Pre-Completion Transferring Receivables relate are not in, or subject to, a bankruptcy or insolvency proceeding and none of such Pre-Completion Transferring Receivables have been made subject to an assignment for the benefit of creditors.

2.23 All Pre-Completion Transferring Receivables:

(a) are valid and existing;

(b) represent monies due for goods sold and delivered or services rendered under the Customer Contracts; and

(c) are not subject to any Service Credit or adjustment or any defense, right of set-off, assignment, restriction, security interest or other Encumbrance.

2.24 There are no disputes regarding the collectability of any such Pre-Completion Transferring Receivables.

2.25 Since 1 January 2020, the Sellers have:

(a) collected accounts receivable in the ordinary course of business consistent with past practice;

(b) not accelerated the collection of receivables; and

(c) not discounted accounts receivable other than in accordance with past practice.

2.26 Since 1 January 2019, to the Sellers' knowledge, none of the Sellers have suffered a material Data Breach relating to the User Data.

2.27 The Sellers maintain good commercial relations with each Customer and, to the knowledge of the Sellers, no event has occurred that could materially and adversely affect the Sellers' relations with any Customer.

2.28 During the 12 month period prior to the date of this Agreement, no Customer has cancelled, terminated or, to the knowledge of the Sellers, made any threat to cancel or otherwise terminate any of any Customer Contract or to decrease such Customer's usage of the Sellers' services or products supplied under their relevant Customer Contract.

3. LEGAL PROCEEDINGS; COMPLIANCE WITH LAW

3.1 There is no Action pending or, to the knowledge of the Sellers, threatened against the Sellers relating to the Assets.

3.2 The Sellers are in compliance with all Applicable Law with respect to the ownership and operation of the Assets.

3.3 No Seller:

(a) is subject to a current charge, and no Seller has received any written notice that any Seller is under investigation with respect to, and, to the knowledge of the Sellers, no Seller is otherwise now under investigation with respect to, a violation of any Applicable Law; and

(b) is a party to, or bound by, any unsatisfied order, judgment, decree, injunction, rule or award of any Regulatory Authority, in each case with respect to the Assets.

4. SANCTIONS AND ANTI-CORRUPTION

4.1 Since 1 January 2018, each Seller has complied in all material respects with the U.S. Foreign Corrupt Practices Act of 1977, and the UK Bribery Act of 2010 and all other applicable anti-bribery and anti-corruption laws and regulations (**Anti-Corruption Laws**).

4.2 No Seller, and to the Sellers' knowledge, no director, officer or employee, of any Seller is a Person (i) with whom dealings are restricted or prohibited by, or are sanctionable under, any Sanctions (**Sanctioned Person**) or (ii) located, organized or resident in a country or territory with which dealings are broadly restricted, prohibited, or made sanctionable under any Sanctions (**Sanctioned Country**).

4.3 Since 1 January 2018:

(a) no Seller has directly or indirectly conducted any business or engaged in any transactions with a Sanctioned Person or in any Sanctioned Country; and

(b) each Seller has complied in all material respects with Sanctions.

4.4 To the knowledge of the Sellers, there is no investigation by, request for information from, or pending self-disclosure to, any Regulatory Authority or any Action, in each case regarding any Seller's actual or possible violation of any Anti-Corruption Laws or Sanctions.

4.5 No Seller or, to the knowledge of the Sellers, any Person acting (or purportedly acting) for the benefit of any Seller has, directly or indirectly, within the preceding two (2) years given or agreed to give any payment, gift or other item of value or similar benefit to any Person (including any foreign official, foreign political party, foreign political party official or candidate for foreign political office) who was, is or may be in a position to help or hinder the Business that was for the purpose of obtaining or retaining any business or any other business advantage in violation of any Anti-Corruption Law.

5. DISCLOSURE

Accuracy of Due Diligence Materials

5.1 All information contained in the Due Diligence Materials (except for any information or opinion consisting of any forecast, budget, estimate, projection, or statement of intention), when read as a whole, was when given and is true and accurate in all material respects as at the date of this Agreement.

Completeness of Due Diligence Materials

5.2 The Due Diligence Materials have been compiled in good faith and with reasonable care and diligence for the purpose of Disclosing material information about the Assets.

5.3 The Sellers have not deliberately omitted from the Due Diligence Materials any information which would, if supplied, be material to affect the Purchasers' willingness to proceed with the purchase of the Assets on the terms and conditions set forth in this Agreement.

SCHEDULE 4: PURCHASERS WARRANTIES

1. CAPACITY AND AUTHORISATION

1.1 Each Purchaser:

(a) is a company properly incorporated, organized or formed and validly existing under the Applicable Laws of its jurisdiction of incorporation, organization or formation and has all requisite power and authority to own, lease and operate its properties and to carry on its business conducted on the date of this Agreement; and

(b) has the legal right and full power, capacity and authority to:

(i) execute and deliver this Agreement; and

(ii) subject to satisfaction of the Conditions, perform its obligations under this Agreement and each transaction effected by or made under this Agreement; and

(c) has obtained all necessary authorisations and consents and taken all other actions necessary to enable it execute and deliver this Agreement.

2. VALID OBLIGATIONS

2.1 The execution and delivery of this Agreement and the other Transaction Agreements to which it is a party by each of the Purchasers, the performance by each of the Purchasers of its obligations under this Agreement and the other Transaction Agreements to which it is a party and the consummation of the transactions provided for under this Agreement and each of the other Transaction Agreements to which it is a party have been duly and validly authorized by all necessary action on the part of each of the Purchasers. This Agreement has been duly executed and delivered by the Purchasers. Subject to Bankruptcy Court approval, this Agreement constitutes the valid legal and binding obligations of each of the Purchasers and is enforceable against each of the Purchasers in accordance with its terms and each of the other Transaction Agreements to which any of the Purchasers is a party will, when executed and delivered, constitute the valid legal and binding obligations of each such Purchaser and is enforceable against each such Seller in accordance with its terms, except, in each case, as:

(a) enforceability may be limited by applicable bankruptcy or similar laws affecting the enforcement of creditors' rights generally; and

(b) enforcement is subject to principles of equity (regardless of whether their enforcement is considered in a proceeding in equity or at law).

3. BREACH OR DEFAULT

3.1 The execution, delivery and performance of this Agreement by the Purchasers does not violate, conflict with, result in a breach of or constitute a default under:

(a) any agreement to which any of the Purchasers is party;

(b) any provision of the constitution or other organizational documents of any Purchaser; or

(c) any law or regulation or any order, judgment or determination of any court or Regulatory Authority by which Purchaser is bound or any of the Assets are subject.

ANNEXURE A – SALE ORDER

Refer Attached.

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

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

ORDER (I) AUTHORIZING AND APPROVING INMARSAT TRANSACTION, INCLUDING (A) PRIVATE SALE FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS, (B) ASSUMPTION AND ASSIGNMENT OF CERTAIN CONTRACTS, AND (C) SETTLEMENT AND RELEASE OF CLAIMS, (II) APPROVING FORM AND MANNER OF NOTICES OF INMARSAT TRANSACTION, AND (III) GRANTING RELATED RELIEF

Upon consideration of the motion, dated _____, 2020 (the "**Motion**")[2] of SpeedCast International Limited and its affiliated debtors in the above-captioned chapter 11 cases (the "**Chapter 11 Cases**"), as debtors and debtors in possession (collectively, the "**Debtors**"), for entry of an order (i) authorizing and approving (a) that certain Asset Sale Agreement, dated as of November 13, 2020, between the Sellers and Inmarsat, and the related schedules, exhibits, agreements, documents, or other instruments contemplated therein (the "**Asset Sale Agreement**"), together with the other Transaction Agreements (as defined in the Asset Sale Agreement), including the sale (the "**Inmarsat Transaction**") by the Sellers of the Assets free and clear of all Encumbrances (as defined below), the assumption of certain liabilities, the granting of mutual releases, and other related terms, and (b) the assumption and assignment of the Proposed Assigned

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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.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

Contracts listed on **Exhibit C** to the Motion (collectively, the "**Contracts**"); (ii) approving the form and manner of the notice of the Motion and to counterparties to the Contracts regarding the Debtors' potential assumption and assignment of the Contracts, and the procedures for such assumption and assignment (the "**Assignment Procedures**"), including the Debtors' calculation of the amount necessary to cure any monetary defaults under the Contracts (the "**Cure Amounts**"), substantially in the form and manner annexed hereto as **Exhibit 1** (the "**A&A Notice**"); and (iii) granting related relief pursuant to sections 105, 363, and 365 of title 11 of the United States Code (the "**Bankruptcy Code**") and Rules 2002, 6004, 6006, and 9019 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), as more fully set forth in the Motion; and consideration of the Motion, the Etheridge-Yan Declaration, and the Inmarsat Declaration; and due and proper notice of the Motion having been provided, and it appearing that no other or further notice need be provided; and the Court having reviewed the Motion, the Etheridge-Yan Declaration, and the Inmarsat Declaration; and upon the record of all of the proceedings had before the Court; all parties in interest having been heard, or having had the opportunity to be heard, regarding the approval of the Asset Sale Agreement, the Inmarsat Transaction, and the other transactions contemplated by the Asset Sale Agreement; and all objections, if any, to the Motion having been withdrawn, resolved, or overruled; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY FOUND AND DETERMINED THAT:

Statutory Predicates

A. The findings and conclusions set forth herein constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute

conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. This Court has jurisdiction over the Motion and over the property of the Debtors, including the Assets, pursuant to 28 U.S.C. §§ 157 and 1334(b). This is a core proceeding under 28 U.S.C. § 157(b) and this Court may enter a final order consistent with Article III of the United States Constitution. Venue of these Chapter 11 Cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

C. The statutory bases of the relief requested in the Motion are sections 105, 363, and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006, and 9019.

D. This Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h), 6006(d), and 7062, and to the extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, this Court expressly finds that time is of the essence in effectuating the Asset Sale Agreement and the other Transaction Agreements (as defined in the Asset Sale Agreement), that there is no just reason for delay in the implementation of this Order and expressly directs entry of this Order as set forth herein which shall not be subject to any stay. Accordingly, cause exists to modify the stay contemplated by Bankruptcy Rules 6004(b) and permit the immediate effectiveness of this order.

Notice

E. As evidenced by the certificates of service and publication, as applicable, previously filed with this Court [Docket Nos. [__]], due, proper, timely, adequate, and sufficient notice of the Motion, the Inmarsat Transaction, and the Assignment Procedures has been provided in accordance with sections 102(1), 363, and 365 of the Bankruptcy Code and Bankruptcy Rules

2002, 6004, 6006, 9007, and 9014, to each party entitled to such notice, and no further notice shall be required in connection with the relief granted in this Order. A reasonable opportunity to object to and to be heard regarding the relief granted by this Order has been afforded to parties entitled to notice pursuant to Bankruptcy Rule 6004(a). The deadline to file an objection to the assumption and assignment to Inmarsat of any Contracts has expired, and any such objections have been resolved, withdrawn or overruled.

Private Sale and Sound Business Purpose

F. Based upon the record in these Chapter 11 Cases, including the Etheridge-Yan Declaration and Inmarsat Declaration, the Debtors exercised reasonable business judgment in negotiating the Asset Sale Agreement, the other Transaction Agreements, and the transactions contemplated therein with Inmarsat. Inmarsat was the only reasonable counterparty to the proposed Inmarsat Transaction and, because of the consents required, the nature of the Assets and existing customer relationships, the Debtors were not required to market the Assets to other potential purchasers.

G. The terms contained in the Asset Sale Agreement provide fair and reasonable consideration to the Debtors' estates for the Assets and the assumption of the Assumed Liabilities (as defined in the Asset Sale Agreement); and the consideration provided by Inmarsat under the Asset Sale Agreement constitutes reasonably equivalent value under the Bankruptcy Code. Approval of the Motion, the Asset Sale Agreement and the other Transaction Agreements, and the consummation of the Inmarsat Transaction contemplated thereby, are in the best interests of the Debtors, their creditors, their estates, and other parties-in-interest, and constitutes a valid and sound exercise of the Debtors' business judgment.

H. Sellers may sell the Assets pursuant to the Asset Sale Agreement free and clear of all Encumbrances against the Assets (unless otherwise assumed in the Asset Sale Agreement) because the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code are satisfied. Each entity with an Encumbrance (defined below) attached to the Assets (i) has, subject to the terms and conditions of this Order, consented to the Inmarsat Transaction or is deemed to have consented to the Inmarsat Transaction; (ii) could be compelled in a legal or equitable proceeding to accept money satisfaction of such encumbrance; or (iii) otherwise falls within the provisions of section 363(f) of the Bankruptcy Code. Those holders of any Encumbrances against the Assets who did not object or who withdrew their objections to the Asset Sale Agreement or the Motion are deemed to have consented to the transactions contemplated thereby pursuant to section 363(f)(2) of the Bankruptcy Code. For the avoidance of doubt, nothing in this Order establishes any rights or interests in the Assets (other than the Debtors' rights and interests in such Assets and Inmarsat's rights and interests in the Assets from and after the Effective Time (as defined in the Asset Sale Agreement)), and nothing herein shall be construed to govern or affect the distributions of the cash proceeds from the Inmarsat Transaction of the Assets.

Assumption and Assignment of the Contracts

I. The Assignment Procedures set forth in the A&A Notice and the Asset Sale Agreement are adequate, sufficient, and appropriate under the circumstances.

J. Sellers and Inmarsat have, to the extent necessary, satisfied the requirements of section 365 of the Bankruptcy Code, including sections 365(b)(1)(A), 365(b)(1)(B), and 365(f) of the Bankruptcy Code, in connection with the sale and assumption and assignment of the Contracts to the extent provided under the Asset Sale Agreement and have: (1) cured, or provided adequate assurance of cure of, any default existing prior to the date hereof under any of the Contracts, within

the meaning of section 365(b)(1)(A) of the Bankruptcy Code; and (2) provided compensation or adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from a default prior to the date hereof under any of the Contracts, within the meaning of section 365(b)(1)(B) of the Bankruptcy Code, and Inmarsat has provided adequate assurance of future performance of and under the Contracts, within the meaning of sections 365(b)(1) and 365(f)(2) of the Bankruptcy Code. Each provision of the Contracts or applicable non-bankruptcy law that purports to prohibit, restrict or condition, or could be construed as prohibiting, restricting or conditioning, assignment of any Contracts has been satisfied or is otherwise unenforceable under Bankruptcy Code section 365. The Cure Amounts are hereby deemed to be the sole amounts necessary to cure any and all monetary defaults under the Assigned Contracts, under section 365(b) of the Bankruptcy Code

K. The assumption and assignment of the Contracts is integral to the Inmarsat Transaction, is in the best interests of the Debtors and their estates, and represents the valid and reasonable exercise of the Debtors' sound business judgment.

Good Faith Finding

L. Inmarsat is purchasing the Assets in good faith and is a good-faith buyer within the meaning of section 363(m) of the Bankruptcy Code and is not an "insider" or "affiliate" of any Debtor (as defined under section 101 of the Bankruptcy Code), and, therefore, is entitled to the full protections of that provision, and otherwise has proceeded in good faith in all respects in connection with these Chapter 11 Cases in that: (1) the Debtors were free to deal with any other party interested in acquiring the Assets; (2) all payments to be made by Inmarsat and other agreements or arrangements entered into by Inmarsat in connection with the Sale have been disclosed; (3) Inmarsat has not violated section 363(n) of the Bankruptcy Code by any action or

inaction; and (4) the negotiation and execution of the Asset Sale Agreement and the Transaction Agreements, including the Sale contemplated thereby, was conducted and completed by the Sellers and Inmarsat in a diligent, noncollusive, fair, arms' length, and good faith manner. Specifically, Inmarsat has not acted in a collusive manner with any person. Inmarsat's prospective performance and payment of amounts owing under the Asset Sale Agreement are in good faith and for valid business purposes and uses. The Asset Sale Agreement was negotiated, proposed, and entered into by the Debtors and Inmarsat without collusion or fraud, in good faith, from arms'-length bargaining positions, and for valid business purposes.

No Fraudulent Transfer or Successor Liability

M. The aggregate consideration from Inmarsat for the Assets as set forth in the Asset Sale Agreement (i) was negotiated at arm's-length, (ii) is fair and adequate and constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and the laws of the United States, any state, territory, possession, or the District of Columbia (including the Uniform Fraudulent Transfer Act, the Uniform Voidable Transactions Act, and the Uniform Fraudulent Conveyance Act); (iii) will provide a greater recovery for the Debtors' creditors than would be provided by any other reasonably practicable available alternative, and (iv) the Inmarsat Transaction is the best means to monetize the Assets in the business judgment of the Debtors.

N. The Asset Sale Agreement, which constitutes reasonably equivalent value and fair consideration, was not entered into, and the Inmarsat Transaction is not consummated, for the purpose of hindering, delaying or defrauding creditors of the Debtors under the Bankruptcy Code or under any other law of the United States, any state, territory, possession thereof, or the District of Columbia, or any other applicable law. Neither the Sellers, any Debtor nor Inmarsat has entered

into the Asset Sale Agreement or is consummating the Inmarsat Transaction with any fraudulent or otherwise improper purpose.

O. Neither the Debtors, Inmarsat, nor any affiliate of either the Debtors or Inmarsat have taken, or failed to take, any other action that would cause or permit the Inmarsat Transaction to be avoided or costs or damages to be imposed under section 363(n) of the Bankruptcy Code or otherwise.

P. Inmarsat is not holding itself out to the public as a continuation of any Debtor. Inmarsat is not a mere continuation of or successor to any Debtor or its estate in any respect or by reason of any theory of law or equity. The Asset Sale Agreement and the Inmarsat Transaction do not amount to a consolidation, merger, or *de facto* merger of Inmarsat and any Debtor or its estate.

Validity of Transfer and Authorizations

Q. The Assets constitute property of the Debtors' estates and title thereto is vested in the Debtors' estates within the meaning of section 541(a) of the Bankruptcy Code. The Debtors have full corporate power and authority to execute and deliver the Asset Sale Agreement, and all other documents contemplated thereby, including the Transaction Agreements, and have all corporate authority necessary to consummate the transactions contemplated by the Asset Sale Agreement. No consents or approvals, other than those expressly provided for in the Asset Sale Agreement, are required for the Debtors to consummate the transactions contemplated by the Asset Sale Agreement on behalf of the Debtors.

Valid and Binding Releases

R. Pursuant to Bankruptcy Rule 9019, and in consideration for the benefits provided under the Asset Sale Agreement and other good and valuable consideration provided to the Debtors, their estates, and Inmarsat in connection with the Inmarsat Transaction, upon the

Completion Date, the Asset Sale Agreement shall constitute a good faith compromise and settlement of all Encumbrances and controversies resolved pursuant to the Asset Sale Agreement. The Motion shall be deemed a motion to approve the good faith compromise and settlement of all such Encumbrances and controversies pursuant to Bankruptcy Rule 9019, and the entry of the Order shall constitute the Court's approval of such compromise and settlement under Bankruptcy Rule 9019, as well as a finding by the Court that such settlement and compromise is a valid exercise of the Debtors' business judgment, fair, equitable, reasonable, and in the best interests of the Debtors and their estates.

IT IS HEREBY ORDERED THAT:

1. Any and all objections and responses to the Motion that have not been withdrawn, waived, settled, or resolved, and all reservations of rights included therein, are hereby overruled and denied on the merits. Notice of the Motion, the Inmarsat Transaction, and the Assignment Procedures was fair and equitable under the circumstances, and complied in all respects with section 102(1) of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, and 6006.

Sale and Transfer Free and Clear of Encumbrances

2. The Asset Sale Agreement, and all of the terms and conditions thereof, the Transaction Agreements, and the Inmarsat Transaction contemplated thereby, are hereby approved in all respects. The settlement embodied in the Asset Sale Agreement is fair and reasonable, and is approved pursuant to Bankruptcy Rule 9019. The Debtors' and Inmarsat's agreement to provide the mutual releases in accordance with the Asset Sale Agreement is in the best interests of the Debtors' estates and such releases are approved pursuant to Bankruptcy Rule 9019. Each of the releases entered into pursuant to the Asset Sale Agreement are fully consensual and approved. The releases are hereby approved in their entirety and the consideration provided by Inmarsat pursuant to the Asset Sale Agreement is found to be fair consideration for the releases.

3. Pursuant to sections 105, 363, and 365 of the Bankruptcy Code, the Debtors are authorized to take all actions necessary or appropriate to carry out the relief granted in this Order, including to effectuate, implement, and close the transactions set forth in the Asset Sale Agreement, including all additional instruments and documents that may be reasonably necessary or desirable to implement the Asset Sale Agreement and to perform their obligations thereunder. No other consents or approvals are necessary or required for the Debtors to carry out the Inmarsat Transaction and effectuate the Asset Sale Agreement and the related actions contemplated or set forth therein.

4. This Order and the Asset Sale Agreement shall be binding in all respects upon, and shall inure to the benefit of, the Debtors and their bankruptcy estates, their affiliates, all creditors (including the Official Committee of Unsecured Creditors), all holders of equity interests in the Debtors, and all holders of any Encumbrances (as defined below) against the Debtors or any portion of the Assets, all counterparties to any executory contract or unexpired lease of the Debtors, Inmarsat and all agents, representatives, affiliates, and permitted successors and assigns of Inmarsat, and any trustees, examiners, or other fiduciary under any section of the Bankruptcy Code appointed in these Chapter 11 Cases or upon a conversion of any of these Chapter 11 Cases to chapter 7 under the Bankruptcy Code. The provisions of this Sale Order and the terms and provisions of the Asset Sale Agreement, and any actions taken pursuant hereto or thereto shall survive the entry of any order which may be entered confirming or consummating any plan(s) of the Debtors or converting the Debtors' cases from chapter 11 to chapter 7.

5. The conditions of section 363(f) of the Bankruptcy Code have been satisfied and, upon entry of this Order, the Debtors may transfer all of the Debtors' right, title and interest to the Assets free and clear of without limitation, all claims, interests, debts, liabilities, obligations,

liens (including mechanic's, materialman's, possessory and other consensual and non-consensual liens and statutory liens), interests, rights, encumbrances, rights of offset, recoupment rights, restrictions, leases or subleases, option rights or claims, obligations, liabilities, indentures, loan agreements, guaranties, demands, contractual commitments or interests in respect of any Debtor or any property of any Debtor or its Estate, equity interests, licenses, instruments, conditional sale rights or other title retention agreements, rights of first refusal, consent rights, contract rights, rights of recovery, reimbursement rights, contribution claims, indemnity rights, regulatory violations, judgments, decrees of any court or foreign or domestic governmental or quasi-governmental entity, debts arising in any way in connection with any agreements, acts or failures to act and reclamations rights whether choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected including, without limitation, the following: (1) any employment or labor agreements, including any collective bargaining agreement; (2) all mortgages, deeds of trust, hypothecations, pledges, security interests or charges of any kind or nature, easements, servitudes, rights-of-way, encroachments, restrictive covenants, restrictions on transferability or other similar restrictions, rights of use or possession, restriction on use, voting, transfer, receipt of income, or other exercise of any attributes of ownership; (3) any pension, health, welfare, compensation or other employee benefit plans, agreements, practices and programs, including, without limitations, any pension plan of the Debtor or any multiemployer plan to which the Debtors have at any time contributed to or had any liability or potential liability; (4) any other employee, workers' compensation, occupational disease or unemployment or temporary disability related claim, including, without limitations, claims that might otherwise arise under or pursuant to (a) the Employee Retirement Income Security Act of 1974, Pub. L. No. 93-406, 88 Stat. 829 (1974), as amended (b) the Fair

Labor Standards Act, 29 U.S.C. §§ 201 et seq., as amended, (c) Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e §§ et seq., as amended, (d) the Federal Rehabilitation Act of 1973, 29 U.S.C. §§ 701 et seq., as amended, (e) the National Labor Relations Act, 29 U.S.C. §§ 151 et seq., as amended, (f) the Worker Adjustment and Retraining Act of 1988, 28 U.S.C. §§ 2101 et seq., (g) the Age Discrimination in Employment Act of 1967, 29 U.S.C. §§ 621 et seq., as amended, (h) the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 §§ et seq., as amended, (i) state discrimination laws, (j) state unemployment compensation laws or any other similar state laws, or (k) any other state or federal benefits or claims relating to any employment with any of the Debtor or any of its respective predecessors, (l) the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, including without limitation the requirements of Part 6 of Subtitle B of Title I of ERISA and Section 4980B of the Internal Revenue Code of any similar state law; (5) any bulk sales or similar law; (6) any tax statutes or ordinances, including, without limitation, the Internal Revenue Code of 1986, as amended; (7) any theories of successor liability, including any theories on product liability grounds; (8) any environmental or other liens, claims (as defined in section 101(5) of the Bankruptcy Code), encumbrances, obligations, liabilities, contractual commitments or interests of any kind or nature arising from existing conditions on or prior to the Completion Date; (9) all claims as defined in Bankruptcy Code section 101(5), including all rights or causes of action (whether in law or equity), (10) any rights that purport to give any party a right or option to effect any forfeiture, modification, right of first offer or first refusal, or consents, or termination of the Sellers' or the Inmarsat's interest in the Assets, or any similar rights, (11) any unexpired and executory contract or unexpired lease to which a Debtor Seller is a party that is not an assigned Contract and (12) any other Excluded Liabilities under the Asset Sale Agreement (collectively, the "**Encumbrances**").

6. Pursuant to sections 105(a), 363(b), 363(f), 365(b) and 365(f) of the Bankruptcy Code, upon the Completion Date and pursuant to and except as otherwise set forth in the Asset Sale Agreement, the Assets shall be transferred to Inmarsat free and clear of all Encumbrances that existed prior to the Completion Date, of any person, including, without limitation, the DIP Liens, the Prepetition Liens, and the Adequate Protection Liens (each, as defined in 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] (the "**Final DIP Order**")), and all such Encumbrances shall attach to the cash proceeds of the Inmarsat Transaction, subject to the terms and conditions set forth in the Final DIP Order (or any successor thereto), in the order of their relative priority and with the same validity, force, and effect the holder of such Interest or Claim had against the Assets prior to the Completion Date.

7. Upon the Completion Date, this Order will be construed and will constitute for any and all purposes a complete, valid, legal, and effective general assignment, conveyance, and transfer of all of the Assets free and clear of all Encumbrances, and will vest Inmarsat with all of the Debtors' right, title, and interest in and to the Assets as set forth in this Order and the Asset Sale Agreement. All entities that are presently, or immediately prior to the consummation of the Closing may be, in possession of the Assets to be sold, transferred, or conveyed (wherever located) to Inmarsat pursuant to the Asset Sale Agreement are hereby directed to surrender possession of the Assets to Inmarsat upon the Completion Date. Notwithstanding the foregoing sentence, any Assets to be sold, transferred, or conveyed (wherever located) to Inmarsat, comprising equipment installed on a vessel which will be used in connection with the provision of services by Inmarsat pursuant to an assigned contract shall not be required to be surrendered to Inmarsat hereby.

8. Except to enforce the terms of the Asset Sale Agreement or the other Transaction Agreements, upon the Completion Date, all entities or persons are permanently and forever prohibited, estopped, and enjoined from asserting against Inmarsat, and its permitted successors, designees, and assigns, or property, or the Assets conveyed in accordance with the Transaction Agreements, any Encumbrance of any kind or nature whatsoever arising prior to the Completion Date.

9. The Asset Sale Agreement and other Transaction Agreements may be modified, amended, or supplemented through a written document signed by the parties thereto in accordance with the terms thereof and this Order without further order of this Court; provided that no such modification, amendment, or supplement may be made without further order of this Court if it is materially adverse to the Debtors or the Debtors' estates.

10. The Asset Sale Agreement and other Transaction Agreements shall be of full force and effect, regardless of any Debtor's lack of good standing in any jurisdiction in which such Debtor is formed or authorized to transact business.

11. To the extent applicable, the automatic stay pursuant to section 362 of the Bankruptcy Code is hereby lifted with respect to the Debtors to the extent necessary, without further order of the Court, to allow Inmarsat to (a) give the Debtors notice provided for in the Asset Sale Agreement, and (b) take actions permitted by the Asset Sale Agreement and the other Transaction Agreements.

Assumption and Assignment of the Contracts

12. Pursuant to sections 105(a), 363, and 365 of the Bankruptcy Code, and subject to and conditioned upon the Completion Date, the Debtors' assumption and assignment to Inmarsat, and Inmarsat's assumption, on the terms set forth in this Order, the Asset Sale Agreement

and the A&A Notice of the Contracts set forth in **Exhibit C** to the Motion are hereby approved in their entirety, but not required, and the requirements of section 365 of the Bankruptcy Code with respect thereto are hereby deemed satisfied.

13. The A&A Notice, substantially in the form attached as **Exhibit 1** hereto, is appropriate and reasonably calculated to provide counterparties to the Contracts with timely and proper notice of the potential assumption and assignment of the Contracts pursuant to the Assignment Procedures in connection with the Inmarsat Transaction and the related Cure Amounts, and no other or further notice is required.

14. To the extent that an objection by a counterparty to assumption and assignment of any Contract, including all objections related to Cure Amount, is not resolved prior to the Completion Date, the Sellers, with the agreement of Inmarsat, may elect to: (i) not assume such Contract; (ii) postpone the assumption of such Contract until the resolution of such objection; or (iii) reserve the disputed Cure Amount and assume the Contract prior to the Completion Date. So long as the Sellers hold the claimed Cure Amount in reserve, and there are no other unresolved objections to the assumption and assignment of the applicable Contract, the Sellers can, without further delay, assume and assign the Contract that is the subject of the objection. Under such circumstances, the respective objecting counterparty's recourse is limited to the funds held in reserve.

15. The Debtors are hereby authorized in accordance with sections 105(a), 363, and 365 of the Bankruptcy Code to assume and assign to Inmarsat, effective upon the Completion Date, the Contracts free and clear of all Encumbrances of any kind or nature whatsoever (except as otherwise assumed in, or permitted by, the Asset Sale Agreement) and to execute and deliver to

Inmarsat such documents or other instruments as may be necessary or desirable to novate the Contracts to Inmarsat.

16. Upon the Completion Date, in accordance with sections 363 and 365 of the Bankruptcy Code, Inmarsat will be fully and irrevocably vested in all right, title, and interest of each Contract. The Debtors shall cooperate with, and take all actions reasonably requested by Inmarsat to effectuate the foregoing, including but not limited to executing and delivering to Inmarsat such documents or other instruments in accordance with the Asset Sale Agreement and other Transaction Agreements.

17. Upon assignment, the Contracts shall remain in full force and effect for the benefit of Inmarsat in accordance with their respective terms and pursuant to the Asset Sale Agreement, notwithstanding any provision in any such Contract of the type described in sections 365(b)(2), (e)(1), and (f) of the Bankruptcy Code.

18. The payment of the applicable Cure Amount (if any) for any Contract pursuant to sections 365(b)(1)(A) and (B) of the Bankruptcy Code shall effect a cure of all defaults of the Debtor in respect thereof and all other obligations or liabilities of the Debtor under such Contract existing, occurring, arising, or accruing prior to the date that such Contract is assumed, and shall compensate for any actual pecuniary loss to such non-Debtor counterparty resulting from any such default.

19. After payment of the applicable Cure Amount (if any) for any Contract assigned to Inmarsat in accordance with the Asset Sale Agreement and pursuant to sections 365(b)(1)(A) and (B) of the Bankruptcy Code, neither the Debtors, their estates, nor Inmarsat shall have any further liabilities to the non-Debtor counterparty to such Contract, in

respect of such Contract, other than Inmarsat's obligations under such Contracts that accrue or become due and payable on or after the date that such Contract is assumed.

20. Pursuant to section 365(f) of the Bankruptcy Code, the assignment by the Sellers of such Contracts shall not be a default thereunder. Any provisions in any Contracts that prohibit or condition the assignment of such Contract or allow the party to such Contract to terminate, recapture, impose any penalty, condition on renewal or extension or modify any term or condition upon the assignment of such Contract constitute unenforceable anti-assignment provisions that are void and of no force and effect. All other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Sellers and assignment to Inmarsat of the Contracts have been satisfied. Any party having the right to consent to the assumption or assignment of any Contract that failed to object to such assumption or assignment, is deemed to have consented to such assumption and assignment as required by section 365(c) of the Bankruptcy Code.

Other Provisions

21. Effective upon the Completion Date and except as otherwise provided in this Order or the Asset Sale Agreement, all entities are forever prohibited and permanently enjoined from commencing or continuing in any manner any action or other proceeding, whether in law or equity, in any judicial, administrative, arbitral, or other proceeding against Inmarsat, its successors and assigns, or the Assets, with respect to any: (a) Encumbrances arising under, out of, in connection with, or in any way relating to the Debtors, the Assets, or the operation of the Debtors' businesses or the Assets prior to the consummation of the Inmarsat Transaction; or (b) successor liability by virtue of the consummation of the Inmarsat Transaction contemplated by the Asset Sale Agreement (except to the extent Inmarsat assumed any such successor liability

pursuant to the Asset Sale Agreement), including the following actions: (i) commencing or continuing in any manner any action or other proceeding against Inmarsat, its successors or assigns, assets, or properties, including with respect to the Encumbrances; (ii) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against Inmarsat, its successors, assigns, assets, or properties; (iii) creating, perfecting, or enforcing any Encumbrances against Inmarsat, its successors, assigns, assets, or properties; (iv) asserting any setoff, right of subrogation, or recoupment of any kind against any obligation due Inmarsat or its successors or assigns; (v) commencing or continuing any action, in any manner or place, that does not comply or is inconsistent with the provisions of this Order or other orders of this Court, or the agreements or actions contemplated or taken in respect thereof, or (vi) revoking, terminating, or failing or refusing to issue or renew any license, permit, or authorization to operate any of the Assets or conduct any of the businesses operated with the Assets.

22. Following the Completion Date, no holder of an Encumbrance in or against the Debtors or the Assets shall interfere with Inmarsat's title to or use and enjoyment of the Assets based on or related to such Encumbrance or any actions that the Debtors may take in these Chapter 11 Cases or any successor cases.

23. Inmarsat is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code, and the Debtors and Inmarsat shall be entitled to the full protections thereunder. The reversal or modification on appeal of the authorization provided herein to consummate the Inmarsat Transaction shall not affect the validity of the Inmarsat Transaction (including the assumption and assignment of the Contracts).

24. As a good-faith purchaser of the Assets, Inmarsat has not colluded with any of the other bidders, potential bidders, or any other parties interested in the Assets, and therefore

neither the Debtors nor any successor in interest to the Debtors' estates nor any other party in interest shall be entitled to bring an action against Inmarsat or any if its Affiliates, and the Inmarsat Transaction may not be avoided under section 363(n) of the Bankruptcy Code.

25. Neither Inmarsat nor any of its Affiliates are successors to the Debtors or their estates by reason of any theory of law or equity, and neither Inmarsat nor any of its Affiliates shall assume or in any way be responsible for any liability or obligation of any of the Debtors and/or their estates, except as otherwise provided in the Asset Sale Agreement.

26. The automatic stay provisions of section 362 of the Bankruptcy Code are lifted and modified to the extent necessary to implement the terms and conditions of the Transaction Agreements and the provisions of this Order

27. Notwithstanding the provisions in the Bankruptcy Rules to the contrary, including Bankruptcy Rules 6004(h), 6006(d), 7062, and 9014, or any other law that would serve to stay or limit the immediate effect of this this Order, this Order shall constitute a final order and be immediately effective and enforceable upon its entry and the Sellers and Inmarsat are authorized to consummate the Inmarsat Transaction immediately upon entry of this Order, in accordance with the Transaction Agreements.

28. Upon the Completion Date, a certified copy of this Order evidencing the release, cancelation, and termination provided herein of any Encumbrances of record on the Assets may be filed or recorded with the appropriate filing agents or officers, administrative agencies or units, governmental departments or officials, and all other persons as may be required; and will constitute conclusive evidence of the release of all Encumbrances in the Assets; *provided that*, the provisions of this Order are self-executing.

29. Each foreign, federal, state, and local governmental agency or department is hereby authorized to accept all documents and instruments necessary or appropriate to consummate the transactions contemplated by the Asset Sale Agreement, including, without limitation, recordation of this Order.

30. Nothing contained in any plan of reorganization or liquidation, or order of any type or kind entered in these Chapter 11 Cases, any subsequent chapter 7 or chapter 11 case of the Debtors, or any related proceeding subsequent to entry of this Order, shall directly conflict with or supersede the provisions of the Transaction Agreements or the terms of this Order.

31. The failure specifically to include any particular provisions of the Asset Sale Agreement including any of the documents, agreements, or instruments executed in connection therewith in this Order shall not diminish or impair the efficacy of such provision, document, agreement, or instrument, it being the intent of this Court that the Asset Sale Agreement and each document, agreement or instrument be authorized and approved in its entirety.

32. In the event of any conflict between this Order and the Asset Sale Agreement, this Order shall control in all respects.

33. To the extent that his Order is inconsistent with any prior order or pleading with respect to the Motion in these Chapter 11 Cases, the terms of this Order shall govern.

34. The Sellers are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order.

35. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order, the Asset Sale Agreement and the other Transaction Agreements. The Sellers and other obligors under the Asset

Sale Agreement and the other Transaction Agreements shall be subject to the jurisdiction of this Court with respect to the matters addressed herein.

Dated: _____, 2020
Houston, Texas

THE HONORABLE MARVIN ISGUR
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

A&A Notice

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)**

NOTICE OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES THAT MAY BE ASSUMED OR ASSUMED AND ASSIGNED IN CONNECTION WITH INMARSAT TRANSACTION AND THE PROPOSED CURE COSTS WITH RESPECT THERETO

On _____, 2020, SpeedCast International Limited and its debtor affiliates in the above chapter 11 cases, as debtors and debtors in possession (collectively, the "**Debtors**") filed with the United States Bankruptcy Court for the Southern District of Texas (the "**Bankruptcy Court**") a motion (the "**Motion**") seeking, among other things, entry of an order (i) authorizing and approving (a) the Asset Sale Agreement and related transaction documents between certain Debtors (the "**Sellers**") and Inmarsat Solutions BV, Inmarsat Maritime Ventures Limited, Inmarsat Global Limited (collectively, "**Inmarsat**"), including the sale by the Sellers of the Assets (as defined in the Asset Sale Agreement) free and clear of all liens, claims and interests, and encumbrances, the assumption by Inmarsat of certain liabilities, including the transfer of certain customers of the Sellers, the settlement of claims and granting of mutual releases between Inmarsat and the Sellers, and other related terms and agreements, all as specified in the Asset Sale Agreement, and (b) the assumption and assignment of certain executory contracts (the "**Proposed Assigned Contracts**"), (ii) approving the form and manner of notice of the Motion and proposed assumption and assignment of the Proposed Assigned Contracts (the "**Assumption Notice**"), and the procedures for such assumption and assignment, including the Debtors' calculation of the amount necessary to cure any monetary defaults under the Proposed Assigned Contracts ("**Cure Costs**")and (iii) granting related relief pursuant to sections 105, 363 and 365 of title 11 of the United States Code (the "**Bankruptcy Code**") and Rules 2002, 6004 and 6006 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**").

You are receiving this Assumption Notice because you may be a counterparty to an executory contract or unexpired lease that potentially could be assumed or assumed and assigned in connection with the Sale.

[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.

Cure Costs

In accordance with the Motion, the Debtors are, in connection with the Sale, seeking to assume and assign the Proposed Assigned Contracts to Buyer.

Each of the Proposed Assigned Contracts that may be assumed or assigned in connection with the Sale and the Debtors' good faith calculation of the Cure Costs with respect thereto are set forth on **Exhibit A** hereto.

The inclusion of any Proposed Assigned Contracts identified on **Exhibit A** does not constitute an admission that a particular Proposed Assigned Contract is an executory contract or unexpired lease within the meaning of the Bankruptcy Code or require or guarantee that such Proposed Assigned Contract ultimately will be assumed or assigned. The assumption or assignment of a Proposed Assigned Contract is subject to Bankruptcy Court approval. All rights of the Debtors with respect thereto are reserved.

Cure or Adequate Assurance Objections

Any objection to the proposed assumption, assumption and assignment, or potential designation of a Proposed Assigned Contract identified on **Exhibit A**, the subject of which objection is the Debtors' proposed Cure Costs or the provision of adequate assurance of future performance by Buyer (an "**Assumption Objection**"), must (i) identify the applicable Proposed Assigned Contracts; (ii) state, with specificity, the legal and factual bases for the objection, including the cure amount the counterparty believes is required to cure defaults under the relevant Proposed Assigned Contract; and (iii) include any appropriate documentation in support thereof, and must be filed with the Bankruptcy Court and served on counsel for the Debtors (detailed on the signature page hereto) and counsel for Buyer (Steptoe & Johnson LLP, 1330 Connecticut Avenue, NW Washington, DC 20036, Attn: Alfred M. Mamlet (AMamlet@steptoe.com) and Jeffrey M. Resiner (jreisner@steptoe.com) (the "**Objection Recipients**") by no later than **_____, 2020 at 5:00 p.m. (prevailing Central Time**) (the "**Assumption Objection Deadline**").

If a timely Assumption Objection is not resolved by the parties 24 hours following the Assumption Objection Deadline, the Debtors will request that the Bankruptcy Court set a hearing (the "**Sale Hearing**") to consider the Motion and any pending Assumption Objections or other objections, and the amount to be paid or reserved with respect to such objection shall be determined by the Bankruptcy Court at the Sale Hearing; provided that the parties first shall use commercially reasonable, good faith efforts to resolve such objection without further Bankruptcy Court intervention.

IF A COUNTERPARTY FAILS TO FILE WITH THE COURT AND SERVE ON THE OBJECTION RECIPIENTS A TIMELY ASSUMPTION OBJECTION, THE COUNTERPARTY SHALL BE DEEMED TO HAVE CONSENTED TO THE ASSUMPTION AND ASSIGNMENT OF THE PROPOSED ASSIGNED CONTRACTS TO BUYER, NOTWITHSTANDING ANY ANTI-ALIENATION PROVISION OR OTHER RESTRICTION ON ASSUMPTION OR ASSIGNMNET IN THE PROPOSED ASSIGNED CONTRACTS, AND SHALL BE FOREVER BARRED FROM ASSERTING ANY OBJECTION WITH REGARD TO ADEQUATE ASSURANCE OF FUTURE PERFORMANCE BY BUYER OR THE COST TO CURE ANY DEFAULTS UNDER THE

APPLICABLE CONTRACT OR LEASE AND ANY PROOF OF CLAIM ASSERTING A CLAIM FOR SUCH AMOUNT SHALL BE EXPUNGED WITHOUT FURTHER ORDER OF THE BANKRUPTCY COURT. THE CURE COSTS SET FORTH IN THE ASSUMPTION NOTICE SHALL BE CONTROLLING AND WILL BE THE ONLY AMOUNT NECESSARY TO CURE OUTSTANDING DEFAULTS UNDER THE APPLICABLE CONTRACT OR LEASE UNDER SECTION 365(B) OF THE BANKRUPTCY CODE, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE CONTRACT OR LEASE, OR ANY OTHER DOCUMENT, AND THE COUNTERPARTY SHALL BE FOREVER BARRED FROM ASSERTING ANY ADDITIONAL CURE OR OTHER AMOUNTS WITH RESPECT TO SUCH CONTRACT OR LEASE THROUGH THE DATE OF ASSUMPTION OR ASSUMPTION AND ASSIGNMENT, WHETHER IN A PROOF OF CLAIM OR OTHERWISE AGAINST THE DEBTORS, OR THEIR PROPERTY.

Additional Information

Copies of the Motion, including the Asset Sale Agreement and the Proposed Order may be obtained free of charge at the website dedicated to the Debtors' chapter 11 cases maintained by their claims and noticing agent, Kurtzman Carson Consultants LLC, located at https://kccllc.net/speedcast.

Dated _____, 2020

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Attorneys for Debtors
and Debtors in Possession

Exhibit C

Proposed Assigned Contracts

(Filed Under Seal)

Exhibit D

Transaction Agreements

(Filed Under Seal)

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)**

DECLARATION OF ELLIOTT ETHERIDGE-YAN IN SUPPORT OF MOTION OF DEBTORS FOR ENTRY OF AN ORDER (I) AUTHORIZING AND APPROVING INMARSAT TRANSACTION, INCLUDING (A) PRIVATE SALE FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS, (B) ASSUMPTION AND ASSIGNMENT OF CERTAIN CONTRACTS, AND (C) SETTLEMENT AND RELEASE OF CLAIMS, (II) APPROVING FORM AND MANNER OF NOTICES OF INMARSAT TRANSACTION, AND (III) GRANTING RELATED RELIEF

I, Elliott Etheridge-Yan, pursuant to section 1746 of title 28 of the United States Code, hereby declare that the following is true to the best of my knowledge, information, and belief:

Background

1. I am an Executive Director of Moelis Australia ("**Moelis**"), the financial advisors to SpeedCast International Limited ("**Speedcast**") and its debtor affiliates in the above-captioned chapter 11 cases (collectively, the "**Debtors**"). The Debtors, combined with their non-debtor affiliates, are providers of remote and offshore satellite communications and information technology services. On April 23, 2020, the Debtors commenced in this Court voluntary cases under chapter 11 of title 11 of the Bankruptcy Code (the "**Bankruptcy Code**"). I

[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.

am knowledgeable about, and familiar with, the Debtors' businesses and financial affairs, and I was responsible for assisting Speedcast in negotiations with Inmarsat Global Ltd. and its affiliates (collectively "**Inmarsat**") to arrive at the terms of the proposed sale.

2. I submit this declaration (the "**Declaration**") in support of the *Motion of Debtors for Entry of an Order (I) Authorizing and Approving Inmarsat Transaction, Including (A) Private Sale Free and Clear of all Liens, Claims, Encumbrances, and Other Interests, (B) Assumption and Assignment of Certain Contracts, and (C) Settlement and Release of Claims, (II) Approving Form and Manner of Notices of Inmarsat Transaction, and (III) Granting Related Relief* [ECF No. 950] (the "**Motion**").[2]

3. Except as otherwise indicated, the facts set forth in this Declaration are based upon my personal knowledge, my review of relevant documents, information provided to me by employees working under my supervision, my opinion based upon experience, knowledge, and information concerning the Debtors' operations and financial condition, and/or my discussions with the Debtors' officers, directors, and restructuring advisors. If called upon to testify, I would and could testify to the facts set forth in this Declaration.

Facts Relevant to Motion

A. Negotiations with Buyer

4. As stated above, Moelis is engaged as a financial advisor to the Debtors.

5. Moelis has assisted the Debtors, alongside its legal counsel, with negotiating, at arms'-length and in good faith, the indicative term sheet and the agreed and final version of the Asset Sale Agreement (as defined below) which includes, among other things, a sale

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

of Assets (as defined in the Asset Sale Agreement)[3] relative to the Inmarsat reseller business, including a transfer of certain customer contracts of the Sellers[4], an assumption of certain liabilities by Inmarsat and a license of the SIGMA Platform (as defined in the Asset Purchase Agreement) (collectively, the "**Inmarsat Transaction**"), all as described more fully in the Motion, the Asset Sale Agreement and the Transaction Agreements.

6. Each of the Sellers and Inmarsat (the "**Parties**") entered into a Strategic Alliance Agreement on June 10, 2016 (as amended or restated from time to time, the "**SAS**"), which provided commercial terms between the Parties for the reselling of certain Inmarsat managed services to certain Speedcast customers in the commercial maritime business segment, including (i) Inmarsat Fleet Xpress ("**SC FX Business**") and (ii) Inmarsat Fleet Broadband services on a standalone basis without other satellite services ("**SC Standalone FBB Business**" and, together with the SC FX Business, the "**Inmarsat Services**"). Inmarsat is a privately owned corporation headquartered in the United Kingdom that owns and operates a global satellite network, and sells satellite services over that network on both a wholesale and retail basis. Inmarsat is not and will not be a mere continuation of or successor to any Debtor or its estate in any respect.

[3] "**Assets**" means (a) with respect to Speedcast Cyprus (i) the GX System Inventory; (ii) the Leased FX System Inventory; (iii) Customer Contracts to which Speedcast Cyprus is a party; (iv) each Pre-Completion Transferring Receivable owing to Speedcast Cyprus; and (v) any Documentation and Materials held by or under the control of Speedcast Cyprus, and (b) with respect to each Debtor Seller, (i) each Customer Contract to which the relevant Seller is a party; (ii) each Pre-Completion Transferring Receivable owing to the relevant Seller; and (iii) any Documentation and Materials held by or under the control of the relevant Seller.

[4] The "Debtor Sellers" means, collectively, SpeedCast Cyprus Ltd. ("**SpeedCast Cyprus**"), SpeedCast Limited, Speedcast Germany GmbH, SpeedCast Netherlands B.V., SpeedCast Singapore Pte. Ltd., Speedcast Limited, Satellite Communications Australia Pty Ltd, Speedcast Malaysia Sdn Bhd, Speedcast France SAS, Speedcast Ghana Limited, Speedcast Energy Sdn Bhd, Speedcast Malta Limited, Globecomm Europe B.V., Telaurus Communications, LLC, Globecomm Systems SA (Pty) Ltd, Evolution Communications Group Ltd and Globecomm Network Services Corp.

7. The reselling arrangements under the SAS have historically been low margin businesses for the Sellers. In fiscal year 2019, these businesses generated approximately $41.3 million USD in revenue, and approximately $1.5 million USD of EBITDA, representing a margin of just over 3.5%. After factoring in estimated penalties, the aggregate impact for the forecast period of fiscal year 2020 through fiscal year 2023 is a loss of $11.6 million USD. Further, the reselling business is considered a "non-core" business of the Debtors.

8. Accordingly, the prospect for future profitability of the Inmarsat reseller business is speculative and contingent upon meeting certain minimum levels of customer renewals to avoid substantial penalties under existing contractual arrangements between the Sellers and Inmarsat. The Sellers do not anticipate such renewal targets being met and have estimated such penalties at approximately $25 million USD across FY20 – 23. Based on these factors, the Sellers entered into negotiations with Inmarsat regarding a potential sale transaction.

9. In June of 2020, following continued difficulties in meeting various performance targets in acquiring new customers for the Inmarsat Services, Inmarsat and the Sellers discussed various options regarding their go-forward relationship. In the second half of June 2020, the Sellers began good faith negotiations with Inmarsat to produce a mutually beneficial sale of their Inmarsat reseller business to Inmarsat. These discussions continued through August, and a term sheet was agreed between Speedcast and Inmarsat on August 13, 2020.

10. Prior to commencing negotiating a term sheet with Inmarsat, the Sellers, together with Moelis, considered a sale to a third-party and engaged in extensive efforts to identify and develop alternative sale transactions. Discussions were held with several potential bidders who expressed interest in a potential acquisition of the Assets. However, after facilitating

preliminary discussions with these potential bidders, none were prepared to pursue the opportunity further.

11. Since the execution of the Term Sheet, the Debtors' management and Moelis have been involved in arms'-length, good-faith negotiations with Inmarsat, which is not an "insider" or "affiliate" of any of the Debtors as defined in section 101 of the Bankruptcy Code, with respect to the terms of a proposed transaction. Those negotiations and further diligence by Inmarsat resulted in the execution of the Asset Sale Agreement. The negotiation and, ultimately, the execution of the Asset Sale Agreement, was conducted and completed by the Sellers and Inmarsat in a diligent, non-collusive, fair, arms' length, and good faith manner over the course of several weeks.

12. The assets being transferred to, and the liabilities being assumed by, Inmarsat are related exclusively to the reselling business. Because of the character of the Assets and consents required, and the unsuccessful attempts by Debtors to attract any other binding offer for the Assets, it is my belief that Inmarsat is the only reasonable counterparty to the Inmarsat Transaction, and that the Inmarsat Transaction will provide a greater recovery for the Debtors' creditors than would be provided by any other reasonably practicable available alternative.

13. As further described herein, the aggregate consideration from Inmarsat for the Assets as set forth in the Asset Sale Agreement (i) was negotiated at arm's-length, (ii) is fair and adequate and (iii) constitutes reasonably equivalent value and fair consideration. For these and the other reasons set forth herein, I believe that Inmarsat is a good faith purchaser as that term is used in Section 363(m) of the Bankruptcy Code.

14. The Inmarsat Transaction is governed by the terms of that certain asset sale agreement between the Sellers and Inmarsat, which was signed on November 13, 2020 (including

all exhibits and schedules attached thereto, the "**Asset Sale Agreement**") and the Transaction Agreements (as defined in the Asset Sale Agreement). The Asset Sale Agreement and Transaction Agreements provide for the sale of the Assets to Inmarsat, a transfer of the Inmarsat Services and certain relevant customer contracts to Inmarsat, an assumption of certain liabilities and contracts by Inmarsat, a license of the SIGMA Platform and the provision of certain specified transitional services and support to Inmarsat for a specified period following closing of the Inmarsat Transaction, waiver of substantial Inmarsat claims, and continuation of limited Inmarsat services to support a core Speedcast service. The Inmarsat Transaction will allow the Debtors to streamline operations by shedding this unprofitable, capital-intensive and non-core business. While approval of the Bankruptcy Court is a condition precedent to closing the Inmarsat Transaction, there are no further consents or approvals necessary or required for the Debtors to carry out the Inmarsat Transaction and effectuate the Asset Sale Agreement and the related actions contemplated or set forth therein.

15. Without the settlement and mutual releases embodied in the Asset Sale Agreement, the Sellers would need to explore other, potentially more costly, solutions to the controversies under the existing Inmarsat agreements. Indeed, monetizing the value in the Inmarsat Services far outweighs the value, if any, in any potential litigation claims against Inmarsat, particularly taking into account the potential costs of such litigation, the counterclaims that Inmarsat would likely assert and Inmarsat and third-party rejection damage claims. Thus, in the business judgment of the Sellers, the Inmarsat Agreement and the Inmarsat Transaction, overall, are reasonable and in the best interest of the Debtors and their estates.

16. As demonstrated above, the Debtors have a clear business purpose for executing the Asset Sale Agreement and pursuing the Inmarsat Transaction. To the best of my

knowledge, the Asset Sale Agreement, which constitutes reasonably equivalent value and fair consideration in light of the consideration obtained and the potential claims and counterclaims that Inmarsat may otherwise be entitled to assert, was not entered into, and the Inmarsat Transaction is not consummated, for the purpose of hindering, delaying or defrauding creditors of the Debtors. The Debtors have not entered into the Asset Sale Agreement or consummated the Inmarsat Transaction with any fraudulent or otherwise improper purpose.

17. To the best of my knowledge, neither the Debtors, Inmarsat, nor any affiliate of either the Debtors or Inmarsat have taken, or failed to take, any other action that would cause or permit the Inmarsat Transaction to be avoided or costs or damages to be imposed under section 363(n) of the Bankruptcy Code or otherwise.

18. Contemporaneously herewith, the Debtors have filed the *Motion of Debtors for Entry of an Order Authorizing the Debtors to File (I) Schedule of Proposed Assumed Contracts and (II) Certain Transaction Agreements Under Seal*, seeking, among other things, entry of an order authorizing the Debtors to under seal (i) the schedule of the Proposed Assigned Contracts filed contemporaneously herewith as Exhibit C to the Motion, (ii) certain of the Transaction Agreements (as defined in the Asset Sale Agreement), other than the Asset Sale Agreement.[5] The schedule of Proposed Assigned Contracts contains confidential business information that Inmarsat wishes to protect from disclosure. Disclosure of these customer contracts and Inmarsat's go-forward relationship with these customers would potentially cause substantial harm to the value of the Inmarsat Transaction.

[5] As defined in the Asset Sale Agreement, "***Transaction Agreements***" means the Asset Sale Agreement, the Transition Services Agreement, the SIGMA Licence, the Termination and Release Deed, the Bill of Sale, the Assignment and Assumption Agreement and any other agreement entered into between or among one or more of the Sellers and one or more of the Purchasers, and required to be delivered by any of the foregoing, pursuant to the terms of this Agreement, in each case together with any schedules, exhibits, annexes and appendices thereto.

19. Further, the Debtors seek to file certain of the Transaction Agreements, including the Transition Services Agreement and the SIGMA License, under seal. The terms of these Transaction Agreements are the product of extensive good faith, arms' length negotiations, and the Debtors have agreed to keep such terms confidential. These Transaction Agreements contain certain confidential information regarding Inmarsat's business processes related to network management, commissioning subscribers, configuration and prioritization of value-added services, billing and collections protocols and other operational and financial activities. The SIGMA License, Termination and Release Deed, Bill of Sale and Assignment and Assumption Agreement all reflect the Parties' confidential business terms. Accordingly, disclosure of certain terms of the Transaction Agreements could potentially cause substantial harm to the Debtors and Inmarsat, and further could create an unfair advantage to both their competitors.

B. Key Terms of the Asset Sale Agreement

20. The Inmarsat Transaction is structured as an agreed termination of the SAS and purchase of the Assets, together with a transfer of the Inmarsat Services and certain relevant customer contracts to Inmarsat, an assumption of certain liabilities and contracts by Inmarsat, a license of the SIGMA Platform and the provision of certain specified transitional services and support to Inmarsat in respect of the SIGMA Platform for a period of 6 months after closing of the Inmarsat Transaction. The Inmarsat Transaction is intended to facilitate a controlled transition of the reselling business under the SAS to Inmarsat.

21. Consideration for the Assets and provision of services under Asset Sale Agreement include:

(a) payment by Inmarsat of the Asset Purchase Price;

(b) assumption by Inmarsat of the Proposed Assigned Contracts listed on **Exhibit C** to the Motion;

(c) assumption of Assumed Liabilities (as defined in the Asset Sale Agreement);

(d) the aggregate of all Monthly Historical Receivable Collection Amounts (as defined in the Asset Sale Agreement) paid by Inmarsat;

(e) the Historical Receivable True Up Collection Amount (as defined in the Asset Sale Agreement) paid by the Purchaser;

(f) Preservation of limited Inmarsat services to support an important source of revenue for Debtors; and

(g) Waiver of all Inmarsat prepetition unsecured claims, totaling approximately $112.3 million USD, and avoidance of third party rejection claims.

22. In total, the aggregate monetary consideration to be paid to the Sellers by Inmarsat upon the Completion Date and Deferred Completion Date (as defined in the Asset Sale Agreement) is approximately $13.6 million USD which comprises an amount to be paid at Completion and a separate amount to be paid at the Deferred Completion Date (approximately two weeks later). Additional payments estimated at up to $2.7 million USD will also be paid to the Sellers by Inmarsat based on collection of outstanding receivables. On the Completion Date, the Sellers shall deliver the Assets to the Inmarsat by giving to Inmarsat possession of the Assets as provided in the Asset Sale Agreement.

23. Completion of the transactions contemplated under the Asset Sale Agreement is conditional on a limited number of conditions precedent being satisfied or waived prior to Completion, including:

(a) entry of the Sale Order and approval of the Court of the Asset Sale Agreement;

(b) no temporary restraining order, preliminary or permanent injunction or other order issued by any court of competent jurisdiction, no preliminary or final decision, determination, or order issued by any Regulatory Authority and no other legal restraint preventing any of the transactions contemplated by Asset Sale Agreement is in effect;

(c) assumption and assignment of each of the Customer Contracts and Supplier License (each as defined in the Asset Sale Agreement) is assumed by the relevant Seller Debtor and assigned to Inmarsat Maritime Ventures Limited, a company incorporated and existing under the laws of England and Wales ("**Inmarsat Maritime**") under the Sale Order;

(d) Speedcast Cyprus shall have paid off or otherwise discharged the obligations of any Seller Debtor to counterparties under the Bills of Exchange Agreement and the ANZ Security Document (each as defined in the Asset Sale Agreement) and shall have delivered to Inmarsat a duly executed deed of release entered into between Speedcast Cyprus and such counterparties; and

(e) Each of the Fundamental Seller Representation and Warranties (defined in the Asset Sale Agreement) shall have been true and correct in all material respects as of the date of executing the Asset Sale Agreement, and shall be true and correct in all material respects as of the Completion Date.

24. Following the execution of the Asset Sale Agreement and prior to the Completion Date, the Sellers and Inmarsat have agreed to use reasonable efforts to obtain novations pursuant to and on the terms and conditions of an agreed form of novation agreement (the "**Form Novation Agreement**") with respect to the Material Customer Contracts (as defined in the Asset Sale Agreement). The Asset Sale Agreement further sets forth certain rights and obligations with respect to executing these novations during the relevant period as follows:

(a) the Sellers will initiate, and otherwise specify the timing during the period commencing on the execution of the Asset Sale Agreement and ending on Completion for, an approach to each customer to a Material Customer Contract to seek their agreement to a proposed novation of their Material Customer Contract to Inmarsat Maritime;

(b) if any customer to a Material Customer Contract agrees to a novation of their relevant Material Customer Contract and signs such novation document, the relevant Seller who is a party to the Material Customer Contract and Inmarsat Maritime must each promptly countersign the novation document and exchange their signed counterpart with each other party to the novation document; and

(c) if any customer to a Material Customer Contract agrees to a novation of their relevant Material Customer Contract but requests

> amendments to the Form Novation Agreement, the relevant Debtor Seller who is a party to the Material Customer Contract and Inmarsat Maritime must each: (i) negotiate in good faith with each and the relevant customer with a view to reaching agreement with the relevant Customer for the novation of the relevant Material Contract to Inmarsat Maritime on terms acceptable to the relevant Seller who is a party to the Material Customer Contract and Inmarsat Maritime (each, acting reasonably); and (ii) promptly countersign the novation document which is negotiated and agreed and exchange their signed counterpart with each other party to the novation document.

25. The Asset Sale Agreement includes customary pre-completion, or closing, covenants requiring the Sellers to continue to carry on business in the ordinary course prior to the Completion Date. Further, the Asset Sale Agreement includes certain limitation of liability provisions for the benefit of the Sellers.

Conclusion

26. Based on my knowledge, and information concerning the Debtors' operations and financial condition, and my discussions with the Debtors' officers, directors, and restructuring advisors, the Inmarsat Transaction provides a significant opportunity for the Debtors to streamline its operations, exit a "non-core" business, and minimize risk and liabilities for the Debtors.

27. Based on the foregoing, I believe that the Inmarsat Transaction, and the assumption and assignment of the Proposed Assigned Contracts that is necessary and integral to it, is in the best interest of the Debtors' estates and is a sound exercise of the Debtors' business judgment.

28. Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated: November 13, 2020
Sydney, Australia

/s/ Elliott Etheridge-Yan
Elliott Etheridge-Yan
Executive Director
Moelis Australia

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

In re:	§	**Chapter 11**
SPEEDCAST INTERNATIONAL LIMITED, *et al.*,	§	**Case No. 20-32243 (MI)**
Debtors.[1]	§	**(Jointly Administered)**
	§	**Re: Docket No.** 950

DECLARATION OF TONY BATES IN SUPPORT OF MOTION TO APPROVE INMARSAT TRANSACTION, ASSET SALE AGREEMENT AND OTHER TRANSACTION AGREEMENTS

I, Tony Bates, declare as follows:

1. I am the Chief Financial Officer of Inmarsat Group Holdings Limited (parent company to each of the "Inmarsat" entities discussed in this Declaration), located at 99 City Road, EC1Y 1AX London, England.

2. I am over the age of eighteen and suffer from no mental or physical disabilities that would render me incompetent to testify in these matters. I have knowledge of the facts set forth herein, and if called to testify as a witness, I could do so competently under oath.

3. This declaration is submitted in support of the *Motion of Debtors for Entry of An Order (I) Authorizing and Approving Inmarsat Transaction, Including (A) Private Sale Free and Clear of All Liens, Claims, Encumbrances, and Other Interests, (B) Assumption and Assignment of Certain Contracts, and (C) Settlement and Release of Claims, (II) Approving Form and Manner of Notices of Inmarsat Transaction, and (III) Granting Related Relief* [Docket No. 950] (the "**Motion**"), which is being filed concurrently herewith.

[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.

4. In June, 2020, Inmarsat Solutions BV, Inmarsat Maritime Ventures Limited ("**Inmarsat Maritime**"), Inmarsat Global Limited ("**Inmarsat**") and certain of the Debtors (collectively, the "**Debtor Sellers**")[2] discussed various options regarding their go-forward relationship, including (i) the termination of existing agreements ending the business relationship between the Debtor Sellers and Inmarsat, (ii) renegotiating existing agreements to make the relationship with Inmarsat more attractive for both parties, and (iii) transferring the Debtor Sellers' customers to Inmarsat through a negotiated transaction. I led the initial discussions and subsequent negotiations from the Inmarsat side.

5. Following the initial discussions, commencing in June 2020, Inmarsat and the Debtor Sellers negotiated the sale of certain assets and assignment of related customer contracts from the Debtor Sellers to Inmarsat; and the payment of certain amounts and the release of certain claims between the parties (such transaction, the "**Inmarsat Transaction**"). The discussions continued through August, 13, 2020, when a term sheet was agreed to by Debtor Sellers and Inmarsat.

6. Since entry into the term sheet, the Debtor Sellers and Inmarsat have continued to negotiate and ultimately entered into an Asset Sale Agreement and other Transaction Agreements to govern the Inmarsat Transaction.

7. Inmarsat is not an "insider" or "affiliate" of any of the Debtors as those terms are defined in section 101 of the Bankruptcy Code.

8. The negotiation and execution of the Asset Sale Agreement and the other Transaction Agreements was conducted and completed by Inmarsat in a diligent, noncollusive, fair, arms' length, and good faith manner and without any fraud or misrepresentation.

[2] The Debtor Sellers include: SpeedCast Cyprus Ltd. ("**SpeedCast Cyprus**"), Speedcast Germany GmbH, SpeedCast Netherlands B.V., SpeedCast Singapore Pte. Ltd., Speedcast Limited, Satellite Communications Australia Pty Ltd, Speedcast Malaysia Sdn Bhd, Speedcast France SAS, Speedcast Ghana Limited, Speedcast Energy Sdn Bhd, Speedcast Malta Limited, Globecomm Europe B.V., Telaurus Communications, LLC, Globecomm Systems SA (Pty) Ltd, Evolution Communications Group Ltd and Globecomm Network Services Corp. A complete list of the Debtor Sellers is annexed as Schedule 1 to the Asset Sale Agreement.

9. Inmarsat has not acted in a collusive manner with any person. Inmarsat recognized that the Debtor Sellers could negotiate with any other party with respect to the assets proposed to be sold. Indeed, Inmarsat understands that Debtors in fact approached other prospective purchasers for these assets.

10. Inmarsat's agreement to purchase the Assets (as defined in the Asset Sale Agreement), and perform and pay amounts owing under the Asset Sale Agreement was made in good faith and for valid business purposes and uses.

11. Inmarsat is not holding, and does not intend to hold, itself out to the public as a continuation of any Debtor. Inmarsat is not a mere continuation of or successor to any Debtor.

12. The aggregate consideration from Inmarsat for the Assets as set forth in the Asset Sale Agreement (i) was negotiated at arm's-length, (ii) is fair and adequate and (iii) constitutes reasonably equivalent value and fair consideration.

13. Inmarsat has not violated section 363(n) of the Bankruptcy Code by any action or inaction.

14. Inmarsat has not entered into the Asset Sale Agreement or other Transaction Agreements nor is it consummating the Inmarsat Transaction with any fraudulent or otherwise improper purpose.

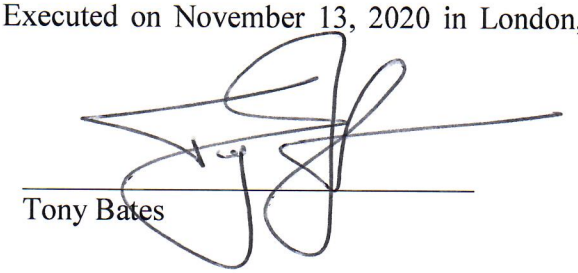
15. Inmarsat has reviewed the list of Customer Contracts (as defined in the Asset Sale Agreement) to be assumed and assigned as part of the Inmarsat Transaction. Inmarsat has provided satellite services (directly or through third parties) to the Seller Debtors for each of those contracts. Inmarsat Maritime can and will continue to provide those services directly to the counterparty. Inmarsat can and will perform the future obligations under each Customer Contract that will be assigned to Inmarsat in connection with the Inmarsat Transaction. Inmarsat has the financial ability to pay obligations arising under those Contracts.

16. Inmarsat's business relies on its Customer Contracts and relationships with those customers. Inmarsat's customer lists are confidential business information that Inmarsat protects from disclosure. Disclosure of its customer lists would be harmful to Inmarsat's business and

make it easy for competitors to target Inmarsat's customers. To ensure the continued confidential nature of its customer relationships, it is important that the customer relationships that Inmarsat is acquiring, reflected in the customer list, remain confidential and are not disclosed publicly.

17. In addition, the terms of, and schedules to, the Transition Services Agreement are confidential. They reveal Inmarsat's confidential business processes related to network management, commissioning subscribers, configuration and prioritisation of value-added services, billing and collections protocols and other operational and financial activities. The SIGMA Licence, Termination and Release Deed, Bill of Sale and Assignment and Assumption Agreement all reflect the parties' confidential business terms. Inmarsat would suffer competitive harm if these terms were publicly disclosed.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct pursuant to 28 U.S.C. § 1746. Executed on November 13, 2020 in London, England.



Tony Bates

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)**

CERTIFICATE OF NO OBJECTION TO MOTION OF DEBTORS FOR ENTRY OF AN ORDER (I) AUTHORIZING AND APPROVING INMARSAT TRANSACTION, INCLUDING (A) PRIVATE SALE FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS, (B) ASSUMPTION AND ASSIGNMENT OF CERTAIN CONTRACTS, AND (C) SETTLEMENT AND RELEASE OF CLAIMS, (II) APPROVING FORM AND MANNER OF NOTICES OF INMARSAT TRANSACTION, AND (III) GRANTING RELATED RELIEF

1. On November 13, 2020, SpeedCast International Limited and its debtor affiliates in the above-captioned chapter 11 cases, as debtors and debtors in possession (collectively, the "**Debtors**"), filed the *Motion of Debtors for Entry of an Order (I) Authorizing and Approving Inmarsat Transaction, Including (A) Private Sale Free and Clear of All Liens, Claims, Encumbrances, and Other Interests, (B) Assumption and Assignment of Certain Contracts, and (C) Settlement and Release of Claims, (II) Approving Form and Manner of Notices of Inmarsat Transaction, and (III) Granting Related Relief* (Docket No. 950) (the "**Motion**"). Objections Motion were required to be filed and served by December 4, 2020 (the "**Motion Objection Deadline**"). Objections to the to the Debtors' proposed assumption and assignment of the Proposed Assigned Contracts (as defined in the Motion), including to the proposed cure costs

[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.

or the provision of adequate assurance of future performance by the Buyer (as defined in the Motion), were required to be filed and served by December 7, 2020 at 5:00 p.m. (prevailing Central Time) (the "**Assumption Objection Deadline**"). The Motion Objection Deadline and the Assumption Objection Deadline are referred to collectively herein as the "**Objection Deadline**").

2. In accordance with paragraph 41 of the *Procedures for Complex Chapter 11 Cases in the Southern District of Texas*, the undersigned counsel files this Certificate of No Objection and represents to the Court that (i) more than twenty-four hours have passed since the Objection Deadline, (ii) the undersigned counsel is unaware of any objection or responses to the Motion, and (iii) the undersigned counsel has reviewed the Court's docket and no objection to the Motion appears thereon.

3. Therefore, the Debtors respectfully request entry of the proposed order attached hereto as **Exhibit A** (the "**Proposed Order**").

4. A redline of the Proposed Order marked against the proposed order filed with the Motion, is attached as **Exhibit B**.

Dated: December 8, 2020
Houston, Texas

Respectfully submitted,

/s/ Alfredo R. Pérez

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Attorneys for Debtors and Debtors in Possession

Certificate of Service

I hereby certify that, on December 8, 2020, a true and correct copy of the foregoing document was served as provided 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

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

In re:	§	**Chapter 11**
SPEEDCAST INTERNATIONAL LIMITED, *et al.*,	§	**Case No. 20-32243 (MI)**
Debtors.[1]	§	**(Jointly Administered)**
	§	**Re: Docket No. 950**

ORDER (I) AUTHORIZING AND APPROVING INMARSAT TRANSACTION, INCLUDING (A) PRIVATE SALE FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS, (B) ASSUMPTION AND ASSIGNMENT OF CERTAIN CONTRACTS, AND (C) SETTLEMENT AND RELEASE OF CLAIMS, (II) APPROVING FORM AND MANNER OF NOTICES OF INMARSAT TRANSACTION, AND (III) GRANTING RELATED RELIEF

Upon consideration of the motion, dated November 13, 2020 (the "**Motion**")[2] of SpeedCast International Limited and its affiliated debtors in the above-captioned chapter 11 cases (the "**Chapter 11 Cases**"), as debtors and debtors in possession (collectively, the "**Debtors**"), for entry of an order (i) authorizing and approving (a) that certain Asset Sale Agreement, dated as of November 13, 2020, between the Sellers and Inmarsat, and the related schedules, exhibits, agreements, documents, or other instruments contemplated therein (the "**Asset Sale Agreement**"), together with the other Transaction Agreements (as defined in the Asset Sale Agreement), including the sale (the "**Inmarsat Transaction**") by the Sellers of the Assets free and clear of all Encumbrances (as defined below), the assumption of certain liabilities, the granting of mutual releases, and other related terms, and (b) the assumption and assignment of the Proposed Assigned

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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.

2 Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

Contracts listed on **Exhibit C** to the Motion (collectively, the "**Contracts**"); (ii) approving the form and manner of the notice of the Motion and to counterparties to the Contracts regarding the Debtors' potential assumption and assignment of the Contracts, and the procedures for such assumption and assignment (the "**Assignment Procedures**"), including the Debtors' calculation of the amount necessary to cure any monetary defaults under the Contracts (the "**Cure Amounts**"), substantially in the form and manner annexed hereto as **Exhibit 1** (the "**A&A Notice**"); and (iii) granting related relief pursuant to sections 105, 363, and 365 of title 11 of the United States Code (the "**Bankruptcy Code**") and Rules 2002, 6004, 6006, and 9019 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), as more fully set forth in the Motion; and consideration of the Motion, the Etheridge-Yan Declaration, and the Inmarsat Declaration; and due and proper notice of the Motion having been provided, and it appearing that no other or further notice need be provided; and the Court having reviewed the Motion, the Etheridge-Yan Declaration, and the Inmarsat Declaration; and upon the record of all of the proceedings had before the Court; all parties in interest having been heard, or having had the opportunity to be heard, regarding the approval of the Asset Sale Agreement, the Inmarsat Transaction, and the other transactions contemplated by the Asset Sale Agreement; and all objections, if any, to the Motion having been withdrawn, resolved, or overruled; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY FOUND AND DETERMINED THAT:

Statutory Predicates

A. The findings and conclusions set forth herein constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute

conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. This Court has jurisdiction over the Motion and over the property of the Debtors, including the Assets, pursuant to 28 U.S.C. §§ 157 and 1334(b). This is a core proceeding under 28 U.S.C. § 157(b) and this Court may enter a final order consistent with Article III of the United States Constitution. Venue of these Chapter 11 Cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

C. The statutory bases of the relief requested in the Motion are sections 105, 363, and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006, and 9019.

D. This Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h), 6006(d), and 7062, and to the extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, this Court expressly finds that time is of the essence in effectuating the Asset Sale Agreement and the other Transaction Agreements (as defined in the Asset Sale Agreement), that there is no just reason for delay in the implementation of this Order and expressly directs entry of this Order as set forth herein which shall not be subject to any stay. Accordingly, cause exists to modify the stay contemplated by Bankruptcy Rules 6004(b) and permit the immediate effectiveness of this order.

Notice

E. As evidenced by the certificate of service and publication, as applicable, previously filed with this Court [Docket No. 996], due, proper, timely, adequate, and sufficient notice of the Motion, the Inmarsat Transaction, and the Assignment Procedures has been provided in accordance with sections 102(1), 363, and 365 of the Bankruptcy Code and Bankruptcy Rules

2002, 6004, 6006, 9007, and 9014, to each party entitled to such notice, and no further notice shall be required in connection with the relief granted in this Order. A reasonable opportunity to object to and to be heard regarding the relief granted by this Order has been afforded to parties entitled to notice pursuant to Bankruptcy Rule 6004(a). The deadline to file an objection to the assumption and assignment to Inmarsat of any Contracts has expired, and any such objections have been resolved, withdrawn or overruled.

Private Sale and Sound Business Purpose

F. Based upon the record in these Chapter 11 Cases, including the Etheridge-Yan Declaration and Inmarsat Declaration, the Debtors exercised reasonable business judgment in negotiating the Asset Sale Agreement, the other Transaction Agreements, and the transactions contemplated therein with Inmarsat. Inmarsat was the only reasonable counterparty to the proposed Inmarsat Transaction and, because of the consents required, the nature of the Assets and existing customer relationships, the Debtors were not required to market the Assets to other potential purchasers.

G. The terms contained in the Asset Sale Agreement provide fair and reasonable consideration to the Debtors' estates for the Assets and the assumption of the Assumed Liabilities (as defined in the Asset Sale Agreement); and the consideration provided by Inmarsat under the Asset Sale Agreement constitutes reasonably equivalent value under the Bankruptcy Code. Approval of the Motion, the Asset Sale Agreement and the other Transaction Agreements, and the consummation of the Inmarsat Transaction contemplated thereby, are in the best interests of the Debtors, their creditors, their estates, and other parties-in-interest, and constitutes a valid and sound exercise of the Debtors' business judgment.

H. Sellers may sell the Assets pursuant to the Asset Sale Agreement free and clear of all Encumbrances against the Assets (unless otherwise assumed in the Asset Sale Agreement) because the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code are satisfied. Each entity with an Encumbrance (defined below) attached to the Assets (i) has, subject to the terms and conditions of this Order, consented to the Inmarsat Transaction or is deemed to have consented to the Inmarsat Transaction; (ii) could be compelled in a legal or equitable proceeding to accept money satisfaction of such encumbrance; or (iii) otherwise falls within the provisions of section 363(f) of the Bankruptcy Code. Those holders of any Encumbrances against the Assets who did not object or who withdrew their objections to the Asset Sale Agreement or the Motion are deemed to have consented to the transactions contemplated thereby pursuant to section 363(f)(2) of the Bankruptcy Code. For the avoidance of doubt, nothing in this Order establishes any rights or interests in the Assets (other than the Debtors' rights and interests in such Assets and Inmarsat's rights and interests in the Assets from and after the Effective Time (as defined in the Asset Sale Agreement)), and nothing herein shall be construed to govern or affect the distributions of the cash proceeds from the Inmarsat Transaction of the Assets.

Assumption and Assignment of the Contracts

I. The Assignment Procedures set forth in the A&A Notice and the Asset Sale Agreement are adequate, sufficient, and appropriate under the circumstances.

J. Sellers and Inmarsat have, to the extent necessary, satisfied the requirements of section 365 of the Bankruptcy Code, including sections 365(b)(1)(A), 365(b)(1)(B), and 365(f) of the Bankruptcy Code, in connection with the sale and assumption and assignment of the Contracts to the extent provided under the Asset Sale Agreement and have: (1) cured, or provided adequate assurance of cure of, any default existing prior to the date hereof under any of the Contracts, within

the meaning of section 365(b)(1)(A) of the Bankruptcy Code; and (2) provided compensation or adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from a default prior to the date hereof under any of the Contracts, within the meaning of section 365(b)(1)(B) of the Bankruptcy Code, and Inmarsat has provided adequate assurance of future performance of and under the Contracts, within the meaning of sections 365(b)(1) and 365(f)(2) of the Bankruptcy Code. Each provision of the Contracts or applicable non-bankruptcy law that purports to prohibit, restrict or condition, or could be construed as prohibiting, restricting or conditioning, assignment of any Contracts has been satisfied or is otherwise unenforceable under Bankruptcy Code section 365. The Cure Amounts are hereby deemed to be the sole amounts necessary to cure any and all monetary defaults under the Assigned Contracts, under section 365(b) of the Bankruptcy Code

K. The assumption and assignment of the Contracts is integral to the Inmarsat Transaction, is in the best interests of the Debtors and their estates, and represents the valid and reasonable exercise of the Debtors' sound business judgment.

Good Faith Finding

L. Inmarsat is purchasing the Assets in good faith and is a good-faith buyer within the meaning of section 363(m) of the Bankruptcy Code and is not an "insider" or "affiliate" of any Debtor (as defined under section 101 of the Bankruptcy Code), and, therefore, is entitled to the full protections of that provision, and otherwise has proceeded in good faith in all respects in connection with these Chapter 11 Cases in that: (1) the Debtors were free to deal with any other party interested in acquiring the Assets; (2) all payments to be made by Inmarsat and other agreements or arrangements entered into by Inmarsat in connection with the Sale have been disclosed; (3) Inmarsat has not violated section 363(n) of the Bankruptcy Code by any action or

inaction; and (4) the negotiation and execution of the Asset Sale Agreement and the Transaction Agreements, including the Sale contemplated thereby, was conducted and completed by the Sellers and Inmarsat in a diligent, noncollusive, fair, arms' length, and good faith manner. Specifically, Inmarsat has not acted in a collusive manner with any person. Inmarsat's prospective performance and payment of amounts owing under the Asset Sale Agreement are in good faith and for valid business purposes and uses. The Asset Sale Agreement was negotiated, proposed, and entered into by the Debtors and Inmarsat without collusion or fraud, in good faith, from arms'-length bargaining positions, and for valid business purposes.

No Fraudulent Transfer or Successor Liability

M. The aggregate consideration from Inmarsat for the Assets as set forth in the Asset Sale Agreement (i) was negotiated at arm's-length, (ii) is fair and adequate and constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and the laws of the United States, any state, territory, possession, or the District of Columbia (including the Uniform Fraudulent Transfer Act, the Uniform Voidable Transactions Act, and the Uniform Fraudulent Conveyance Act); (iii) will provide a greater recovery for the Debtors' creditors than would be provided by any other reasonably practicable available alternative, and (iv) the Inmarsat Transaction is the best means to monetize the Assets in the business judgment of the Debtors.

N. The Asset Sale Agreement, which constitutes reasonably equivalent value and fair consideration, was not entered into, and the Inmarsat Transaction is not consummated, for the purpose of hindering, delaying or defrauding creditors of the Debtors under the Bankruptcy Code or under any other law of the United States, any state, territory, possession thereof, or the District of Columbia, or any other applicable law. Neither the Sellers, any Debtor nor Inmarsat has entered

into the Asset Sale Agreement or is consummating the Inmarsat Transaction with any fraudulent or otherwise improper purpose.

O. Neither the Debtors, Inmarsat, nor any affiliate of either the Debtors or Inmarsat have taken, or failed to take, any other action that would cause or permit the Inmarsat Transaction to be avoided or costs or damages to be imposed under section 363(n) of the Bankruptcy Code or otherwise.

P. Inmarsat is not holding itself out to the public as a continuation of any Debtor. Inmarsat is not a mere continuation of or successor to any Debtor or its estate in any respect or by reason of any theory of law or equity. The Asset Sale Agreement and the Inmarsat Transaction do not amount to a consolidation, merger, or *de facto* merger of Inmarsat and any Debtor or its estate.

Validity of Transfer and Authorizations

Q. The Assets constitute property of the Debtors' estates and title thereto is vested in the Debtors' estates within the meaning of section 541(a) of the Bankruptcy Code. The Debtors have full corporate power and authority to execute and deliver the Asset Sale Agreement, and all other documents contemplated thereby, including the Transaction Agreements, and have all corporate authority necessary to consummate the transactions contemplated by the Asset Sale Agreement. No consents or approvals, other than those expressly provided for in the Asset Sale Agreement, are required for the Debtors to consummate the transactions contemplated by the Asset Sale Agreement on behalf of the Debtors.

Valid and Binding Releases

R. Pursuant to Bankruptcy Rule 9019, and in consideration for the benefits provided under the Asset Sale Agreement and other good and valuable consideration provided to the Debtors, their estates, and Inmarsat in connection with the Inmarsat Transaction, upon the

Completion Date, the Asset Sale Agreement shall constitute a good faith compromise and settlement of all Encumbrances and controversies resolved pursuant to the Asset Sale Agreement. The Motion shall be deemed a motion to approve the good faith compromise and settlement of all such Encumbrances and controversies pursuant to Bankruptcy Rule 9019, and the entry of the Order shall constitute the Court's approval of such compromise and settlement under Bankruptcy Rule 9019, as well as a finding by the Court that such settlement and compromise is a valid exercise of the Debtors' business judgment, fair, equitable, reasonable, and in the best interests of the Debtors and their estates.

IT IS HEREBY ORDERED THAT:

1. Any and all objections and responses to the Motion that have not been withdrawn, waived, settled, or resolved, and all reservations of rights included therein, are hereby overruled and denied on the merits. Notice of the Motion, the Inmarsat Transaction, and the Assignment Procedures was fair and equitable under the circumstances, and complied in all respects with section 102(1) of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, and 6006.

Sale and Transfer Free and Clear of Encumbrances

2. The Asset Sale Agreement, and all of the terms and conditions thereof, the Transaction Agreements, and the Inmarsat Transaction contemplated thereby, are hereby approved in all respects. The settlement embodied in the Asset Sale Agreement is fair and reasonable, and is approved pursuant to Bankruptcy Rule 9019. The Debtors' and Inmarsat's agreement to provide the mutual releases in accordance with the Asset Sale Agreement is in the best interests of the Debtors' estates and such releases are approved pursuant to Bankruptcy Rule 9019. Each of the releases entered into pursuant to the Asset Sale Agreement are fully consensual and approved. The releases are hereby approved in their entirety and the consideration provided by Inmarsat pursuant to the Asset Sale Agreement is found to be fair consideration for the releases.

3. Pursuant to sections 105, 363, and 365 of the Bankruptcy Code, the Debtors are authorized to take all actions necessary or appropriate to carry out the relief granted in this Order, including to effectuate, implement, and close the transactions set forth in the Asset Sale Agreement, including all additional instruments and documents that may be reasonably necessary or desirable to implement the Asset Sale Agreement and to perform their obligations thereunder. No other consents or approvals are necessary or required for the Debtors to carry out the Inmarsat Transaction and effectuate the Asset Sale Agreement and the related actions contemplated or set forth therein.

4. This Order and the Asset Sale Agreement shall be binding in all respects upon, and shall inure to the benefit of, the Debtors and their bankruptcy estates, their affiliates, all creditors (including the Official Committee of Unsecured Creditors), all holders of equity interests in the Debtors, and all holders of any Encumbrances (as defined below) against the Debtors or any portion of the Assets, all counterparties to any executory contract or unexpired lease of the Debtors, Inmarsat and all agents, representatives, affiliates, and permitted successors and assigns of Inmarsat, and any trustees, examiners, or other fiduciary under any section of the Bankruptcy Code appointed in these Chapter 11 Cases or upon a conversion of any of these Chapter 11 Cases to chapter 7 under the Bankruptcy Code. The provisions of this Sale Order and the terms and provisions of the Asset Sale Agreement, and any actions taken pursuant hereto or thereto shall survive the entry of any order which may be entered confirming or consummating any plan(s) of the Debtors or converting the Debtors' cases from chapter 11 to chapter 7.

5. The conditions of section 363(f) of the Bankruptcy Code have been satisfied and, upon entry of this Order, the Debtors may transfer all of the Debtors' right, title and interest to the Assets free and clear of without limitation, all claims, interests, debts, liabilities, obligations,

liens (including mechanic's, materialman's, possessory and other consensual and non-consensual liens and statutory liens), interests, rights, encumbrances, rights of offset, recoupment rights, restrictions, leases or subleases, option rights or claims, obligations, liabilities, indentures, loan agreements, guaranties, demands, contractual commitments or interests in respect of any Debtor or any property of any Debtor or its Estate, equity interests, licenses, instruments, conditional sale rights or other title retention agreements, rights of first refusal, consent rights, contract rights, rights of recovery, reimbursement rights, contribution claims, indemnity rights, regulatory violations, judgments, decrees of any court or foreign or domestic governmental or quasi-governmental entity, debts arising in any way in connection with any agreements, acts or failures to act and reclamations rights whether choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected including, without limitation, the following: (1) any employment or labor agreements, including any collective bargaining agreement; (2) all mortgages, deeds of trust, hypothecations, pledges, security interests or charges of any kind or nature, easements, servitudes, rights-of-way, encroachments, restrictive covenants, restrictions on transferability or other similar restrictions, rights of use or possession, restriction on use, voting, transfer, receipt of income, or other exercise of any attributes of ownership; (3) any pension, health, welfare, compensation or other employee benefit plans, agreements, practices and programs, including, without limitations, any pension plan of the Debtor or any multiemployer plan to which the Debtors have at any time contributed to or had any liability or potential liability; (4) any other employee, workers' compensation, occupational disease or unemployment or temporary disability related claim, including, without limitations, claims that might otherwise arise under or pursuant to (a) the Employee Retirement Income Security Act of 1974, Pub. L. No. 93-406, 88 Stat. 829 (1974), as amended (b) the Fair

Labor Standards Act, 29 U.S.C. §§ 201 et seq., as amended, (c) Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e §§ et seq., as amended, (d) the Federal Rehabilitation Act of 1973, 29 U.S.C. §§ 701 et seq., as amended, (e) the National Labor Relations Act, 29 U.S.C. §§ 151 et seq., as amended, (f) the Worker Adjustment and Retraining Act of 1988, 28 U.S.C. §§ 2101 et seq., (g) the Age Discrimination in Employment Act of 1967, 29 U.S.C. §§ 621 et seq., as amended, (h) the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 §§ et seq., as amended, (i) state discrimination laws, (j) state unemployment compensation laws or any other similar state laws, or (k) any other state or federal benefits or claims relating to any employment with any of the Debtor or any of its respective predecessors, (l) the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, including without limitation the requirements of Part 6 of Subtitle B of Title I of ERISA and Section 4980B of the Internal Revenue Code of any similar state law; (5) any bulk sales or similar law; (6) any tax statutes or ordinances, including, without limitation, the Internal Revenue Code of 1986, as amended; (7) any theories of successor liability, including any theories on product liability grounds; (8) any environmental or other liens, claims (as defined in section 101(5) of the Bankruptcy Code), encumbrances, obligations, liabilities, contractual commitments or interests of any kind or nature arising from existing conditions on or prior to the Completion Date; (9) all claims as defined in Bankruptcy Code section 101(5), including all rights or causes of action (whether in law or equity), (10) any rights that purport to give any party a right or option to effect any forfeiture, modification, right of first offer or first refusal, or consents, or termination of the Sellers' or the Inmarsat's interest in the Assets, or any similar rights, (11) any unexpired and executory contract or unexpired lease to which a Debtor Seller is a party that is not an assigned Contract and (12) any other Excluded Liabilities under the Asset Sale Agreement (collectively, the "**Encumbrances**").

6. Pursuant to sections 105(a), 363(b), 363(f), 365(b) and 365(f) of the Bankruptcy Code, upon the Completion Date and pursuant to and except as otherwise set forth in the Asset Sale Agreement, the Assets shall be transferred to Inmarsat free and clear of all Encumbrances that existed prior to the Completion Date, of any person, including, without limitation, the DIP Liens, the Prepetition Liens, and the Adequate Protection Liens (each, as defined in 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] (the "**Final DIP Order**")), and all such Encumbrances shall attach to the cash proceeds of the Inmarsat Transaction, subject to the terms and conditions set forth in the Final DIP Order (or any successor thereto), in the order of their relative priority and with the same validity, force, and effect the holder of such Interest or Claim had against the Assets prior to the Completion Date.

7. Upon the Completion Date, this Order will be construed and will constitute for any and all purposes a complete, valid, legal, and effective general assignment, conveyance, and transfer of all of the Assets free and clear of all Encumbrances, and will vest Inmarsat with all of the Debtors' right, title, and interest in and to the Assets as set forth in this Order and the Asset Sale Agreement. All entities that are presently, or immediately prior to the consummation of the Closing may be, in possession of the Assets to be sold, transferred, or conveyed (wherever located) to Inmarsat pursuant to the Asset Sale Agreement are hereby directed to surrender possession of the Assets to Inmarsat upon the Completion Date. Notwithstanding the foregoing sentence, any Assets to be sold, transferred, or conveyed (wherever located) to Inmarsat, comprising equipment installed on a vessel which will be used in connection with the provision of services by Inmarsat pursuant to an assigned contract shall not be required to be surrendered to Inmarsat hereby.

8. Except to enforce the terms of the Asset Sale Agreement or the other Transaction Agreements, upon the Completion Date, all entities or persons are permanently and forever prohibited, estopped, and enjoined from asserting against Inmarsat, and its permitted successors, designees, and assigns, or property, or the Assets conveyed in accordance with the Transaction Agreements, any Encumbrance of any kind or nature whatsoever arising prior to the Completion Date.

9. The Asset Sale Agreement and other Transaction Agreements may be modified, amended, or supplemented through a written document signed by the parties thereto in accordance with the terms thereof and this Order without further order of this Court; provided that no such modification, amendment, or supplement may be made without further order of this Court if it is materially adverse to the Debtors or the Debtors' estates.

10. The Asset Sale Agreement and other Transaction Agreements shall be of full force and effect, regardless of any Debtor's lack of good standing in any jurisdiction in which such Debtor is formed or authorized to transact business.

11. To the extent applicable, the automatic stay pursuant to section 362 of the Bankruptcy Code is hereby lifted with respect to the Debtors to the extent necessary, without further order of the Court, to allow Inmarsat to (a) give the Debtors notice provided for in the Asset Sale Agreement, and (b) take actions permitted by the Asset Sale Agreement and the other Transaction Agreements.

Assumption and Assignment of the Contracts

12. Pursuant to sections 105(a), 363, and 365 of the Bankruptcy Code, and subject to and conditioned upon the Completion Date, the Debtors' assumption and assignment to Inmarsat, and Inmarsat's assumption, on the terms set forth in this Order, the Asset Sale Agreement

and the A&A Notice of the Contracts set forth in **Exhibit C** to the Motion are hereby approved in their entirety, but not required, and the requirements of section 365 of the Bankruptcy Code with respect thereto are hereby deemed satisfied.

13. The A&A Notice, substantially in the form attached as **Exhibit 1** hereto, is appropriate and reasonably calculated to provide counterparties to the Contracts with timely and proper notice of the potential assumption and assignment of the Contracts pursuant to the Assignment Procedures in connection with the Inmarsat Transaction and the related Cure Amounts, and no other or further notice is required.

14. To the extent that an objection by a counterparty to assumption and assignment of any Contract, including all objections related to Cure Amount, is not resolved prior to the Completion Date, the Sellers, with the agreement of Inmarsat, may elect to: (i) not assume such Contract; (ii) postpone the assumption of such Contract until the resolution of such objection; or (iii) reserve the disputed Cure Amount and assume the Contract prior to the Completion Date. So long as the Sellers hold the claimed Cure Amount in reserve, and there are no other unresolved objections to the assumption and assignment of the applicable Contract, the Sellers can, without further delay, assume and assign the Contract that is the subject of the objection. Under such circumstances, the respective objecting counterparty's recourse is limited to the funds held in reserve.

15. The Debtors are hereby authorized in accordance with sections 105(a), 363, and 365 of the Bankruptcy Code to assume and assign to Inmarsat, effective upon the Completion Date, the Contracts free and clear of all Encumbrances of any kind or nature whatsoever (except as otherwise assumed in, or permitted by, the Asset Sale Agreement) and to execute and deliver to

Inmarsat such documents or other instruments as may be necessary or desirable to novate the Contracts to Inmarsat.

16. Upon the Completion Date, in accordance with sections 363 and 365 of the Bankruptcy Code, Inmarsat will be fully and irrevocably vested in all right, title, and interest of each Contract. The Debtors shall cooperate with, and take all actions reasonably requested by Inmarsat to effectuate the foregoing, including but not limited to executing and delivering to Inmarsat such documents or other instruments in accordance with the Asset Sale Agreement and other Transaction Agreements.

17. Upon assignment, the Contracts shall remain in full force and effect for the benefit of Inmarsat in accordance with their respective terms and pursuant to the Asset Sale Agreement, notwithstanding any provision in any such Contract of the type described in sections 365(b)(2), (e)(1), and (f) of the Bankruptcy Code.

18. The payment of the applicable Cure Amount (if any) for any Contract pursuant to sections 365(b)(1)(A) and (B) of the Bankruptcy Code shall effect a cure of all defaults of the Debtor in respect thereof and all other obligations or liabilities of the Debtor under such Contract existing, occurring, arising, or accruing prior to the date that such Contract is assumed, and shall compensate for any actual pecuniary loss to such non-Debtor counterparty resulting from any such default.

19. After payment of the applicable Cure Amount (if any) for any Contract assigned to Inmarsat in accordance with the Asset Sale Agreement and pursuant to sections 365(b)(1)(A) and (B) of the Bankruptcy Code, neither the Debtors, their estates, nor Inmarsat shall have any further liabilities to the non-Debtor counterparty to such Contract, in

respect of such Contract, other than Inmarsat's obligations under such Contracts that accrue or become due and payable on or after the date that such Contract is assumed.

20. Pursuant to section 365(f) of the Bankruptcy Code, the assignment by the Sellers of such Contracts shall not be a default thereunder. Any provisions in any Contracts that prohibit or condition the assignment of such Contract or allow the party to such Contract to terminate, recapture, impose any penalty, condition on renewal or extension or modify any term or condition upon the assignment of such Contract constitute unenforceable anti-assignment provisions that are void and of no force and effect. All other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Sellers and assignment to Inmarsat of the Contracts have been satisfied. Any party having the right to consent to the assumption or assignment of any Contract that failed to object to such assumption or assignment, is deemed to have consented to such assumption and assignment as required by section 365(c) of the Bankruptcy Code.

Other Provisions

21. Effective upon the Completion Date and except as otherwise provided in this Order or the Asset Sale Agreement, all entities are forever prohibited and permanently enjoined from commencing or continuing in any manner any action or other proceeding, whether in law or equity, in any judicial, administrative, arbitral, or other proceeding against Inmarsat, its successors and assigns, or the Assets, with respect to any: (a) Encumbrances arising under, out of, in connection with, or in any way relating to the Debtors, the Assets, or the operation of the Debtors' businesses or the Assets prior to the consummation of the Inmarsat Transaction; or (b) successor liability by virtue of the consummation of the Inmarsat Transaction contemplated by the Asset Sale Agreement (except to the extent Inmarsat assumed any such successor liability

pursuant to the Asset Sale Agreement), including the following actions: (i) commencing or continuing in any manner any action or other proceeding against Inmarsat, its successors or assigns, assets, or properties, including with respect to the Encumbrances; (ii) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against Inmarsat, its successors, assigns, assets, or properties; (iii) creating, perfecting, or enforcing any Encumbrances against Inmarsat, its successors, assigns, assets, or properties; (iv) asserting any setoff, right of subrogation, or recoupment of any kind against any obligation due Inmarsat or its successors or assigns; (v) commencing or continuing any action, in any manner or place, that does not comply or is inconsistent with the provisions of this Order or other orders of this Court, or the agreements or actions contemplated or taken in respect thereof, or (vi) revoking, terminating, or failing or refusing to issue or renew any license, permit, or authorization to operate any of the Assets or conduct any of the businesses operated with the Assets.

22. Following the Completion Date, no holder of an Encumbrance in or against the Debtors or the Assets shall interfere with Inmarsat's title to or use and enjoyment of the Assets based on or related to such Encumbrance or any actions that the Debtors may take in these Chapter 11 Cases or any successor cases.

23. Inmarsat is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code, and the Debtors and Inmarsat shall be entitled to the full protections thereunder. The reversal or modification on appeal of the authorization provided herein to consummate the Inmarsat Transaction shall not affect the validity of the Inmarsat Transaction (including the assumption and assignment of the Contracts).

24. As a good-faith purchaser of the Assets, Inmarsat has not colluded with any of the other bidders, potential bidders, or any other parties interested in the Assets, and therefore

neither the Debtors nor any successor in interest to the Debtors' estates nor any other party in interest shall be entitled to bring an action against Inmarsat or any if its Affiliates, and the Inmarsat Transaction may not be avoided under section 363(n) of the Bankruptcy Code.

25. Neither Inmarsat nor any of its Affiliates are successors to the Debtors or their estates by reason of any theory of law or equity, and neither Inmarsat nor any of its Affiliates shall assume or in any way be responsible for any liability or obligation of any of the Debtors and/or their estates, except as otherwise provided in the Asset Sale Agreement.

26. The automatic stay provisions of section 362 of the Bankruptcy Code are lifted and modified to the extent necessary to implement the terms and conditions of the Transaction Agreements and the provisions of this Order

27. Notwithstanding the provisions in the Bankruptcy Rules to the contrary, including Bankruptcy Rules 6004(h), 6006(d), 7062, and 9014, or any other law that would serve to stay or limit the immediate effect of this this Order, this Order shall constitute a final order and be immediately effective and enforceable upon its entry and the Sellers and Inmarsat are authorized to consummate the Inmarsat Transaction immediately upon entry of this Order, in accordance with the Transaction Agreements.

28. Upon the Completion Date, a certified copy of this Order evidencing the release, cancelation, and termination provided herein of any Encumbrances of record on the Assets may be filed or recorded with the appropriate filing agents or officers, administrative agencies or units, governmental departments or officials, and all other persons as may be required; and will constitute conclusive evidence of the release of all Encumbrances in the Assets; *provided that*, the provisions of this Order are self-executing.

29. Each foreign, federal, state, and local governmental agency or department is hereby authorized to accept all documents and instruments necessary or appropriate to consummate the transactions contemplated by the Asset Sale Agreement, including, without limitation, recordation of this Order.

30. Nothing contained in any plan of reorganization or liquidation, or order of any type or kind entered in these Chapter 11 Cases, any subsequent chapter 7 or chapter 11 case of the Debtors, or any related proceeding subsequent to entry of this Order, shall directly conflict with or supersede the provisions of the Transaction Agreements or the terms of this Order.

31. The failure specifically to include any particular provisions of the Asset Sale Agreement including any of the documents, agreements, or instruments executed in connection therewith in this Order shall not diminish or impair the efficacy of such provision, document, agreement, or instrument, it being the intent of this Court that the Asset Sale Agreement and each document, agreement or instrument be authorized and approved in its entirety.

32. In the event of any conflict between this Order and the Asset Sale Agreement, this Order shall control in all respects.

33. To the extent that his Order is inconsistent with any prior order or pleading with respect to the Motion in these Chapter 11 Cases, the terms of this Order shall govern.

34. The Sellers are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order.

35. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order, the Asset Sale Agreement and the other Transaction Agreements. The Sellers and other obligors under the Asset

Sale Agreement and the other Transaction Agreements shall be subject to the jurisdiction of this Court with respect to the matters addressed herein.

Dated: _____, 2020
Houston, Texas

THE HONORABLE MARVIN ISGUR
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

A&A Notice

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)**

NOTICE OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES THAT MAY BE ASSUMED OR ASSUMED AND ASSIGNED IN CONNECTION WITH INMARSAT TRANSACTION AND THE PROPOSED CURE COSTS WITH RESPECT THERETO

On November 13, 2020, SpeedCast International Limited and its debtor affiliates in the above chapter 11 cases, as debtors and debtors in possession (collectively, the "**Debtors**") filed with the United States Bankruptcy Court for the Southern District of Texas (the "**Bankruptcy Court**") a motion (the "**Motion**") seeking, among other things, entry of an order (i) authorizing and approving (a) the Asset Sale Agreement and related transaction documents between certain Debtors (the "**Sellers**") and Inmarsat Solutions BV, Inmarsat Maritime Ventures Limited, Inmarsat Global Limited (collectively, "**Inmarsat**"), including the sale by the Sellers of the Assets (as defined in the Asset Sale Agreement) free and clear of all liens, claims and interests, and encumbrances, the assumption by Inmarsat of certain liabilities, including the transfer of certain customer contracts of the Sellers, the settlement of claims and granting of mutual releases between Inmarsat and the Sellers, and other related terms and agreements, all as specified in the Asset Sale Agreement, and (b) the assumption and assignment of certain executory contracts (the "**Proposed Assigned Contracts**"), (ii) approving the form and manner of notice of the Motion and proposed assumption and assignment of the Proposed Assigned Contracts (the "**Assumption Notice**"), and the procedures for such assumption and assignment, including the Debtors' calculation of the amount necessary to cure any monetary defaults under the Proposed Assigned Contracts ("**Cure Costs**") and (iii) granting related relief pursuant to sections 105, 363 and 365 of title 11 of the United States Code (the "**Bankruptcy Code**") and Rules 2002, 6004 and 6006 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**").

You are receiving this Assumption Notice because you may be a counterparty to an executory contract or unexpired lease that potentially could be assumed or assumed and assigned in connection with the Sale.

[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.

Cure Costs

In accordance with the Motion, the Debtors are, in connection with the Sale, seeking to assume and assign the Proposed Assigned Contracts to Inmarsat.

The Proposed Assigned Contracts that may be assumed or assigned in connection with the Sale that are relevant to you and the Debtors' good faith calculation of the Cure Costs with respect thereto are set forth on **Exhibit A** hereto.

The inclusion of any Proposed Assigned Contracts identified on **Exhibit A** does not constitute an admission that a particular Proposed Assigned Contract is an executory contract or unexpired lease within the meaning of the Bankruptcy Code or require or guarantee that such Proposed Assigned Contract ultimately will be assumed or assigned. The assumption or assignment of a Proposed Assigned Contract is subject to Bankruptcy Court approval. All rights of the Debtors and Inmarsat with respect thereto are reserved.

Cure or Adequate Assurance Objections

Any objection to the proposed assumption, assumption and assignment, or potential designation of a Proposed Assigned Contract identified on **Exhibit A**, the subject of which objection is the Debtors' proposed Cure Costs or the provision of adequate assurance of future performance by Inmarsat (an "**Assumption Objection**") or any other grounds, must (i) identify the applicable Proposed Assigned Contracts; (ii) state, with specificity, the legal and factual bases for the objection, including the cure amount the counterparty believes is required to cure defaults under the relevant Proposed Assigned Contract; and (iii) include any appropriate documentation in support thereof, and must be filed with the Bankruptcy Court and served on counsel for the Debtors (detailed on the signature page hereto) and counsel for Inmarsat (Steptoe & Johnson LLP, 1330 Connecticut Avenue, NW Washington, DC 20036, Attn: Alfred M. Mamlet (AMamlet@steptoe.com) and Jeffrey M. Reisner (jreisner@steptoe.com) 633 West Fifth Street Suite 1900, Los Angeles, CA 90071 (the "**Objection Recipients**") by no later than **Monday, December 7, 2020 at 5:00 p.m. (prevailing Central Time**) (the "**Assumption Objection Deadline**").

If a timely Assumption Objection is not resolved by the parties 24 hours following the Assumption Objection Deadline, the Debtors will request that the Bankruptcy Court set a hearing (the "**Sale Hearing**") as soon as possible thereafter to consider the Motion and any pending Assumption Objections or other objections, and the amount to be paid or reserved with respect to such objection shall be determined by the Bankruptcy Court at the Sale Hearing; provided that the parties first shall use commercially reasonable, good faith efforts to resolve such objection without further Bankruptcy Court intervention.

IF A COUNTERPARTY FAILS TO FILE WITH THE COURT AND SERVE ON THE OBJECTION RECIPIENTS A TIMELY ASSUMPTION OBJECTION, THE COUNTERPARTY SHALL BE DEEMED TO HAVE CONSENTED TO THE ASSUMPTION AND ASSIGNMENT OF THE PROPOSED ASSIGNED CONTRACTS TO INMARSAT, NOTWITHSTANDING ANY ANTI-ALIENATION PROVISION OR OTHER RESTRICTION ON ASSUMPTION OR ASSIGNMNET IN THE PROPOSED ASSIGNED CONTRACTS, AND SHALL BE FOREVER BARRED FROM ASSERTING

ANY OBJECTION WITH REGARD TO ADEQUATE ASSURANCE OF FUTURE PERFORMANCE BY INMARSAT OR THE COST TO CURE ANY DEFAULTS UNDER THE APPLICABLE CONTRACT OR LEASE AND ANY PROOF OF CLAIM ASSERTING A CLAIM FOR SUCH AMOUNT SHALL BE EXPUNGED WITHOUT FURTHER ORDER OF THE BANKRUPTCY COURT. THE CURE COSTS SET FORTH IN THE ASSUMPTION NOTICE SHALL BE CONTROLLING AND WILL BE THE ONLY AMOUNT NECESSARY TO CURE OUTSTANDING DEFAULTS UNDER THE APPLICABLE CONTRACT OR LEASE UNDER SECTION 365(B) OF THE BANKRUPTCY CODE, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE CONTRACT OR LEASE, OR ANY OTHER DOCUMENT, AND THE COUNTERPARTY SHALL BE FOREVER BARRED FROM ASSERTING ANY ADDITIONAL CURE OR OTHER AMOUNTS WITH RESPECT TO SUCH CONTRACT OR LEASE THROUGH THE DATE OF ASSUMPTION OR ASSUMPTION AND ASSIGNMENT, WHETHER IN A PROOF OF CLAIM OR OTHERWISE AGAINST THE DEBTORS, OR THEIR PROPERTY.

Additional Information

Copies of the Motion, including the Asset Sale Agreement and the Proposed Order may be obtained free of charge at the website dedicated to the Debtors' chapter 11 cases maintained by their claims and noticing agent, Kurtzman Carson Consultants LLC, located at https://kccllc.net/speedcast.

Dated November 17, 2020

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Attorneys for Debtors
and Debtors in Possession

Exhibit B

Redline

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

In re:	§	**Chapter 11**
SPEEDCAST INTERNATIONAL LIMITED, *et al.*,	§	**Case No. 20-32243 (MI)**
Debtors.[1]	§	**(Jointly Administered)**
	§	**Re: Docket No. ~~—~~950**

ORDER (I) AUTHORIZING AND APPROVING INMARSAT TRANSACTION, INCLUDING (A) PRIVATE SALE FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS, (B) ASSUMPTION AND ASSIGNMENT OF CERTAIN CONTRACTS, AND (C) SETTLEMENT AND RELEASE OF CLAIMS, (II) APPROVING FORM AND MANNER OF NOTICES OF INMARSAT TRANSACTION, AND (III) GRANTING RELATED RELIEF

Upon consideration of the motion, dated November 13, 2020 (the "**Motion**")[2] of SpeedCast International Limited and its affiliated debtors in the above-captioned chapter 11 cases (the "**Chapter 11 Cases**"), as debtors and debtors in possession (collectively, the "**Debtors**"), for entry of an order (i) authorizing and approving (a) that certain Asset Sale Agreement, dated as of November 13, 2020, between the Sellers and Inmarsat, and the related schedules, exhibits, agreements, documents, or other instruments contemplated therein (the "**Asset Sale Agreement**"), together with the other Transaction Agreements (as defined in the Asset Sale Agreement), including the sale (the "**Inmarsat Transaction**") by the Sellers of the Assets free and clear of all Encumbrances (as defined below), the assumption of certain liabilities, the granting of mutual releases, and other related terms, and (b) the assumption and

[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.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

assignment of the Proposed Assigned Contracts listed on **Exhibit C** to the Motion (collectively, the "**Contracts**"); (ii) approving the form and manner of the notice of the Motion and to counterparties to the Contracts regarding the Debtors' potential assumption and assignment of the Contracts, and the procedures for such assumption and assignment (the "**Assignment Procedures**"), including the Debtors' calculation of the amount necessary to cure any monetary defaults under the Contracts (the "**Cure Amounts**"), substantially in the form and manner annexed hereto as **Exhibit 1** (the "**A&A Notice**"); and (iii) granting related relief pursuant to sections 105, 363, and 365 of title 11 of the United States Code (the "**Bankruptcy Code**") and Rules 2002, 6004, 6006, and 9019 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), as more fully set forth in the Motion; and consideration of the Motion, the Etheridge-Yan Declaration, and the Inmarsat Declaration; and due and proper notice of the Motion having been provided, and it appearing that no other or further notice need be provided; and the Court having reviewed the Motion, the Etheridge-Yan Declaration, and the Inmarsat Declaration; and upon the record of all of the proceedings had before the Court; all parties in interest having been heard, or having had the opportunity to be heard, regarding the approval of the Asset Sale Agreement, the Inmarsat Transaction, and the other transactions contemplated by the Asset Sale Agreement; and all objections, if any, to the Motion having been withdrawn, resolved, or overruled; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY FOUND AND DETERMINED THAT:

Statutory Predicates

A. The findings and conclusions set forth herein constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. This Court has jurisdiction over the Motion and over the property of the Debtors, including the Assets, pursuant to 28 U.S.C. §§ 157 and 1334(b). This is a core proceeding under 28 U.S.C. § 157(b) and this Court may enter a final order consistent with Article III of the United States Constitution. Venue of these Chapter 11 Cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

C. The statutory bases of the relief requested in the Motion are sections 105, 363, and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006, and 9019.

D. This Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h), 6006(d), and 7062, and to the extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, this Court expressly finds that time is of the essence in effectuating the Asset Sale Agreement and the other Transaction Agreements (as defined in the Asset Sale Agreement), that there is no just reason for delay in the implementation of this Order and expressly directs entry of this Order as set forth herein which shall not be subject to any stay. Accordingly, cause exists to modify the stay contemplated by Bankruptcy Rules 6004(b) and permit the immediate effectiveness of this order.

Notice

E. As evidenced by the certificates of service and publication, as applicable, previously filed with this Court [Docket Nos. [____]996], due, proper, timely, adequate, and sufficient notice of the Motion, the Inmarsat Transaction, and the Assignment Procedures has been provided in accordance with sections 102(1), 363, and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006, 9007, and 9014, to each party entitled to such notice, and no further notice shall be required in connection with the relief granted in this Order. A reasonable opportunity to object to and to be heard regarding the relief granted by this Order has been afforded to parties entitled to notice pursuant to Bankruptcy Rule 6004(a). The deadline to file an objection to the assumption and assignment to Inmarsat of any Contracts has expired, and any such objections have been resolved, withdrawn or overruled.

Private Sale and Sound Business Purpose

F. Based upon the record in these Chapter 11 Cases, including the Etheridge-Yan Declaration and Inmarsat Declaration, the Debtors exercised reasonable business judgment in negotiating the Asset Sale Agreement, the other Transaction Agreements, and the transactions contemplated therein with Inmarsat. Inmarsat was the only reasonable counterparty to the proposed Inmarsat Transaction and, because of the consents required, the nature of the Assets and existing customer relationships, the Debtors were not required to market the Assets to other potential purchasers.

G. The terms contained in the Asset Sale Agreement provide fair and reasonable consideration to the Debtors' estates for the Assets and the assumption of the Assumed Liabilities (as defined in the Asset Sale Agreement); and the consideration provided by Inmarsat under the Asset Sale Agreement constitutes reasonably equivalent value under the Bankruptcy

Code. Approval of the Motion, the Asset Sale Agreement and the other Transaction Agreements, and the consummation of the Inmarsat Transaction contemplated thereby, are in the best interests of the Debtors, their creditors, their estates, and other parties-in-interest, and constitutes a valid and sound exercise of the Debtors' business judgment.

H. Sellers may sell the Assets pursuant to the Asset Sale Agreement free and clear of all Encumbrances against the Assets (unless otherwise assumed in the Asset Sale Agreement) because the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code are satisfied. Each entity with an Encumbrance (defined below) attached to the Assets (i) has, subject to the terms and conditions of this Order, consented to the Inmarsat Transaction or is deemed to have consented to the Inmarsat Transaction; (ii) could be compelled in a legal or equitable proceeding to accept money satisfaction of such encumbrance; or (iii) otherwise falls within the provisions of section 363(f) of the Bankruptcy Code. Those holders of any Encumbrances against the Assets who did not object or who withdrew their objections to the Asset Sale Agreement or the Motion are deemed to have consented to the transactions contemplated thereby pursuant to section 363(f)(2) of the Bankruptcy Code. For the avoidance of doubt, nothing in this Order establishes any rights or interests in the Assets (other than the Debtors' rights and interests in such Assets and Inmarsat's rights and interests in the Assets from and after the Effective Time (as defined in the Asset Sale Agreement)), and nothing herein shall be construed to govern or affect the distributions of the cash proceeds from the Inmarsat Transaction of the Assets.

Assumption and Assignment of the Contracts

I. The Assignment Procedures set forth in the A&A Notice and the Asset Sale Agreement are adequate, sufficient, and appropriate under the circumstances.

J. Sellers and Inmarsat have, to the extent necessary, satisfied the requirements of section 365 of the Bankruptcy Code, including sections 365(b)(1)(A), 365(b)(1)(B), and 365(f) of the Bankruptcy Code, in connection with the sale and assumption and assignment of the Contracts to the extent provided under the Asset Sale Agreement and have: (1) cured, or provided adequate assurance of cure of, any default existing prior to the date hereof under any of the Contracts, within the meaning of section 365(b)(1)(A) of the Bankruptcy Code; and (2) provided compensation or adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from a default prior to the date hereof under any of the Contracts, within the meaning of section 365(b)(1)(B) of the Bankruptcy Code, and Inmarsat has provided adequate assurance of future performance of and under the Contracts, within the meaning of sections 365(b)(1) and 365(f)(2) of the Bankruptcy Code. Each provision of the Contracts or applicable non-bankruptcy law that purports to prohibit, restrict or condition, or could be construed as prohibiting, restricting or conditioning, assignment of any Contracts has been satisfied or is otherwise unenforceable under Bankruptcy Code section 365. The Cure Amounts are hereby deemed to be the sole amounts necessary to cure any and all monetary defaults under the Assigned Contracts, under section 365(b) of the Bankruptcy Code

K. The assumption and assignment of the Contracts is integral to the Inmarsat Transaction, is in the best interests of the Debtors and their estates, and represents the valid and reasonable exercise of the Debtors' sound business judgment.

Good Faith Finding

L. Inmarsat is purchasing the Assets in good faith and is a good-faith buyer within the meaning of section 363(m) of the Bankruptcy Code and is not an "insider" or "affiliate" of any Debtor (as defined under section 101 of the Bankruptcy Code), and, therefore, is entitled to

the full protections of that provision, and otherwise has proceeded in good faith in all respects in connection with these Chapter 11 Cases in that: (1) the Debtors were free to deal with any other party interested in acquiring the Assets; (2) all payments to be made by Inmarsat and other agreements or arrangements entered into by Inmarsat in connection with the Sale have been disclosed; (3) Inmarsat has not violated section 363(n) of the Bankruptcy Code by any action or inaction; and (4) the negotiation and execution of the Asset Sale Agreement and the Transaction Agreements, including the Sale contemplated thereby, was conducted and completed by the Sellers and Inmarsat in a diligent, noncollusive, fair, arms' length, and good faith manner. Specifically, Inmarsat has not acted in a collusive manner with any person. Inmarsat's prospective performance and payment of amounts owing under the Asset Sale Agreement are in good faith and for valid business purposes and uses. The Asset Sale Agreement was negotiated, proposed, and entered into by the Debtors and Inmarsat without collusion or fraud, in good faith, from arms'-length bargaining positions, and for valid business purposes.

No Fraudulent Transfer or Successor Liability

M. The aggregate consideration from Inmarsat for the Assets as set forth in the Asset Sale Agreement (i) was negotiated at arm's-length, (ii) is fair and adequate and constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and the laws of the United States, any state, territory, possession, or the District of Columbia (including the Uniform Fraudulent Transfer Act, the Uniform Voidable Transactions Act, and the Uniform Fraudulent Conveyance Act); (iii) will provide a greater recovery for the Debtors' creditors than would be provided by any other reasonably practicable available alternative, and (iv) the Inmarsat Transaction is the best means to monetize the Assets in the business judgment of the Debtors.

N. The Asset Sale Agreement, which constitutes reasonably equivalent value and fair consideration, was not entered into, and the Inmarsat Transaction is not consummated, for the purpose of hindering, delaying or defrauding creditors of the Debtors under the Bankruptcy Code or under any other law of the United States, any state, territory, possession thereof, or the District of Columbia, or any other applicable law. Neither the Sellers, any Debtor nor Inmarsat has entered into the Asset Sale Agreement or is consummating the Inmarsat Transaction with any fraudulent or otherwise improper purpose.

O. Neither the Debtors, Inmarsat, nor any affiliate of either the Debtors or Inmarsat have taken, or failed to take, any other action that would cause or permit the Inmarsat Transaction to be avoided or costs or damages to be imposed under section 363(n) of the Bankruptcy Code or otherwise.

P. Inmarsat is not holding itself out to the public as a continuation of any Debtor. Inmarsat is not a mere continuation of or successor to any Debtor or its estate in any respect or by reason of any theory of law or equity. The Asset Sale Agreement and the Inmarsat Transaction do not amount to a consolidation, merger, or *de facto* merger of Inmarsat and any Debtor or its estate.

Validity of Transfer and Authorizations

Q. The Assets constitute property of the Debtors' estates and title thereto is vested in the Debtors' estates within the meaning of section 541(a) of the Bankruptcy Code. The Debtors have full corporate power and authority to execute and deliver the Asset Sale Agreement, and all other documents contemplated thereby, including the Transaction Agreements, and have all corporate authority necessary to consummate the transactions contemplated by the Asset Sale Agreement. No consents or approvals, other than those expressly provided for in the Asset Sale

Agreement, are required for the Debtors to consummate the transactions contemplated by the Asset Sale Agreement on behalf of the Debtors.

Valid and Binding Releases

R. Pursuant to Bankruptcy Rule 9019, and in consideration for the benefits provided under the Asset Sale Agreement and other good and valuable consideration provided to the Debtors, their estates, and Inmarsat in connection with the Inmarsat Transaction, upon the Completion Date, the Asset Sale Agreement shall constitute a good faith compromise and settlement of all Encumbrances and controversies resolved pursuant to the Asset Sale Agreement. The Motion shall be deemed a motion to approve the good faith compromise and settlement of all such Encumbrances and controversies pursuant to Bankruptcy Rule 9019, and the entry of the Order shall constitute the Court's approval of such compromise and settlement under Bankruptcy Rule 9019, as well as a finding by the Court that such settlement and compromise is a valid exercise of the Debtors' business judgment, fair, equitable, reasonable, and in the best interests of the Debtors and their estates.

IT IS HEREBY ORDERED THAT:

1. Any and all objections and responses to the Motion that have not been withdrawn, waived, settled, or resolved, and all reservations of rights included therein, are hereby overruled and denied on the merits. Notice of the Motion, the Inmarsat Transaction, and the Assignment Procedures was fair and equitable under the circumstances, and complied in all respects with section 102(1) of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, and 6006.

Sale and Transfer Free and Clear of Encumbrances

2. The Asset Sale Agreement, and all of the terms and conditions thereof, the Transaction Agreements, and the Inmarsat Transaction contemplated thereby, are hereby approved in all respects. The settlement embodied in the Asset Sale Agreement is fair and reasonable, and is approved pursuant to Bankruptcy Rule 9019. The Debtors' and Inmarsat's agreement to provide the mutual releases in accordance with the Asset Sale Agreement is in the best interests of the Debtors' estates and such releases are approved pursuant to Bankruptcy Rule 9019. Each of the releases entered into pursuant to the Asset Sale Agreement are fully consensual and approved. The releases are hereby approved in their entirety and the consideration provided by Inmarsat pursuant to the Asset Sale Agreement is found to be fair consideration for the releases.

3. Pursuant to sections 105, 363, and 365 of the Bankruptcy Code, the Debtors are authorized to take all actions necessary or appropriate to carry out the relief granted in this Order, including to effectuate, implement, and close the transactions set forth in the Asset Sale Agreement, including all additional instruments and documents that may be reasonably necessary or desirable to implement the Asset Sale Agreement and to perform their obligations thereunder. No other consents or approvals are necessary or required for the Debtors to carry out the Inmarsat Transaction and effectuate the Asset Sale Agreement and the related actions contemplated or set forth therein.

4. This Order and the Asset Sale Agreement shall be binding in all respects upon, and shall inure to the benefit of, the Debtors and their bankruptcy estates, their affiliates, all creditors (including the Official Committee of Unsecured Creditors), all holders of equity interests in the Debtors, and all holders of any Encumbrances (as defined below) against the

Debtors or any portion of the Assets, all counterparties to any executory contract or unexpired lease of the Debtors, Inmarsat and all agents, representatives, affiliates, and permitted successors and assigns of Inmarsat, and any trustees, examiners, or other fiduciary under any section of the Bankruptcy Code appointed in these Chapter 11 Cases or upon a conversion of any of these Chapter 11 Cases to chapter 7 under the Bankruptcy Code. The provisions of this Sale Order and the terms and provisions of the Asset Sale Agreement, and any actions taken pursuant hereto or thereto shall survive the entry of any order which may be entered confirming or consummating any plan(s) of the Debtors or converting the Debtors' cases from chapter 11 to chapter 7.

5. The conditions of section 363(f) of the Bankruptcy Code have been satisfied and, upon entry of this Order, the Debtors may transfer all of the Debtors' right, title and interest to the Assets free and clear of without limitation, all claims, interests, debts, liabilities, obligations, liens (including mechanic's, materialman's, possessory and other consensual and non-consensual liens and statutory liens), interests, rights, encumbrances, rights of offset, recoupment rights, restrictions, leases or subleases, option rights or claims, obligations, liabilities, indentures, loan agreements, guaranties, demands, contractual commitments or interests in respect of any Debtor or any property of any Debtor or its Estate, equity interests, licenses, instruments, conditional sale rights or other title retention agreements, rights of first refusal, consent rights, contract rights, rights of recovery, reimbursement rights, contribution claims, indemnity rights, regulatory violations, judgments, decrees of any court or foreign or domestic governmental or quasi-governmental entity, debts arising in any way in connection with any agreements, acts or failures to act and reclamations rights whether choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected including, without limitation, the following: (1) any employment or

labor agreements, including any collective bargaining agreement; (2) all mortgages, deeds of trust, hypothecations, pledges, security interests or charges of any kind or nature, easements, servitudes, rights-of-way, encroachments, restrictive covenants, restrictions on transferability or other similar restrictions, rights of use or possession, restriction on use, voting, transfer, receipt of income, or other exercise of any attributes of ownership; (3) any pension, health, welfare, compensation or other employee benefit plans, agreements, practices and programs, including, without limitations, any pension plan of the Debtor or any multiemployer plan to which the Debtors have at any time contributed to or had any liability or potential liability; (4) any other employee, workers' compensation, occupational disease or unemployment or temporary disability related claim, including, without limitations, claims that might otherwise arise under or pursuant to (a) the Employee Retirement Income Security Act of 1974, Pub. L. No. 93-406, 88 Stat. 829 (1974), as amended (b) the Fair Labor Standards Act, 29 U.S.C. §§ 201 et seq., as amended, (c) Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e §§ et seq., as amended, (d) the Federal Rehabilitation Act of 1973, 29 U.S.C. §§ 701 et seq., as amended, (e) the National Labor Relations Act, 29 U.S.C. §§ 151 et seq., as amended, (f) the Worker Adjustment and Retraining Act of 1988, 28 U.S.C. §§ 2101 et seq., (g) the Age Discrimination in Employment Act of 1967, 29 U.S.C. §§ 621 et seq., as amended, (h) the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 §§ et seq., as amended, (i) state discrimination laws, (j) state unemployment compensation laws or any other similar state laws, or (k) any other state or federal benefits or claims relating to any employment with any of the Debtor or any of its respective predecessors, (l) the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, including without limitation the requirements of Part 6 of Subtitle B of Title I of ERISA and Section 4980B of the Internal Revenue Code of any similar state law; (5) any bulk

sales or similar law; (6) any tax statutes or ordinances, including, without limitation, the Internal Revenue Code of 1986, as amended; (7) any theories of successor liability, including any theories on product liability grounds; (8) any environmental or other liens, claims (as defined in section 101(5) of the Bankruptcy Code), encumbrances, obligations, liabilities, contractual commitments or interests of any kind or nature arising from existing conditions on or prior to the Completion Date; (9) all claims as defined in Bankruptcy Code section 101(5), including all rights or causes of action (whether in law or equity), (10) any rights that purport to give any party a right or option to effect any forfeiture, modification, right of first offer or first refusal, or consents, or termination of the Sellers' or the Inmarsat's interest in the Assets, or any similar rights, (11) any unexpired and executory contract or unexpired lease to which a Debtor Seller is a party that is not an assigned Contract and (12) any other Excluded Liabilities under the Asset Sale Agreement (collectively, the "**Encumbrances**").

6. Pursuant to sections 105(a), 363(b), 363(f), 365(b) and 365(f) of the Bankruptcy Code, upon the Completion Date and pursuant to and except as otherwise set forth in the Asset Sale Agreement, the Assets shall be transferred to Inmarsat free and clear of all Encumbrances that existed prior to the Completion Date, of any person, including, without limitation, the DIP Liens, the Prepetition Liens, and the Adequate Protection Liens (each, as defined in 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] (the "**Final DIP Order**")), and all such Encumbrances shall attach to the cash proceeds of the Inmarsat Transaction, subject to the terms and conditions set forth in the Final DIP Order (or any successor thereto), in the order of their

relative priority and with the same validity, force, and effect the holder of such Interest or Claim had against the Assets prior to the Completion Date.

7. Upon the Completion Date, this Order will be construed and will constitute for any and all purposes a complete, valid, legal, and effective general assignment, conveyance, and transfer of all of the Assets free and clear of all Encumbrances, and will vest Inmarsat with all of the Debtors' right, title, and interest in and to the Assets as set forth in this Order and the Asset Sale Agreement. All entities that are presently, or immediately prior to the consummation of the Closing may be, in possession of the Assets to be sold, transferred, or conveyed (wherever located) to Inmarsat pursuant to the Asset Sale Agreement are hereby directed to surrender possession of the Assets to Inmarsat upon the Completion Date. Notwithstanding the foregoing sentence, any Assets to be sold, transferred, or conveyed (wherever located) to Inmarsat, comprising equipment installed on a vessel which will be used in connection with the provision of services by Inmarsat pursuant to an assigned contract shall not be required to be surrendered to Inmarsat hereby.

8. Except to enforce the terms of the Asset Sale Agreement or the other Transaction Agreements, upon the Completion Date, all entities or persons are permanently and forever prohibited, estopped, and enjoined from asserting against Inmarsat, and its permitted successors, designees, and assigns, or property, or the Assets conveyed in accordance with the Transaction Agreements, any Encumbrance of any kind or nature whatsoever arising prior to the Completion Date.

9. The Asset Sale Agreement and other Transaction Agreements may be modified, amended, or supplemented through a written document signed by the parties thereto in accordance with the terms thereof and this Order without further order of this Court; provided

that no such modification, amendment, or supplement may be made without further order of this Court if it is materially adverse to the Debtors or the Debtors' estates.

10. The Asset Sale Agreement and other Transaction Agreements shall be of full force and effect, regardless of any Debtor's lack of good standing in any jurisdiction in which such Debtor is formed or authorized to transact business.

11. To the extent applicable, the automatic stay pursuant to section 362 of the Bankruptcy Code is hereby lifted with respect to the Debtors to the extent necessary, without further order of the Court, to allow Inmarsat to (a) give the Debtors notice provided for in the Asset Sale Agreement, and (b) take actions permitted by the Asset Sale Agreement and the other Transaction Agreements.

Assumption and Assignment of the Contracts

12. Pursuant to sections 105(a), 363, and 365 of the Bankruptcy Code, and subject to and conditioned upon the Completion Date, the Debtors' assumption and assignment to Inmarsat, and Inmarsat's assumption, on the terms set forth in this Order, the Asset Sale Agreement and the A&A Notice of the Contracts set forth in **Exhibit C** to the Motion are hereby approved in their entirety, but not required, and the requirements of section 365 of the Bankruptcy Code with respect thereto are hereby deemed satisfied.

13. The A&A Notice, substantially in the form attached as **Exhibit 1** hereto, is appropriate and reasonably calculated to provide counterparties to the Contracts with timely and proper notice of the potential assumption and assignment of the Contracts pursuant to the Assignment Procedures in connection with the Inmarsat Transaction and the related Cure Amounts, and no other or further notice is required.

14. To the extent that an objection by a counterparty to assumption and assignment of any Contract, including all objections related to Cure Amount, is not resolved prior to the Completion Date, the Sellers, with the agreement of Inmarsat, may elect to: (i) not assume such Contract; (ii) postpone the assumption of such Contract until the resolution of such objection; or (iii) reserve the disputed Cure Amount and assume the Contract prior to the Completion Date. So long as the Sellers hold the claimed Cure Amount in reserve, and there are no other unresolved objections to the assumption and assignment of the applicable Contract, the Sellers can, without further delay, assume and assign the Contract that is the subject of the objection. Under such circumstances, the respective objecting counterparty's recourse is limited to the funds held in reserve.

15. The Debtors are hereby authorized in accordance with sections 105(a), 363, and 365 of the Bankruptcy Code to assume and assign to Inmarsat, effective upon the Completion Date, the Contracts free and clear of all Encumbrances of any kind or nature whatsoever (except as otherwise assumed in, or permitted by, the Asset Sale Agreement) and to execute and deliver to Inmarsat such documents or other instruments as may be necessary or desirable to novate the Contracts to Inmarsat.

16. Upon the Completion Date, in accordance with sections 363 and 365 of the Bankruptcy Code, Inmarsat will be fully and irrevocably vested in all right, title, and interest of each Contract. The Debtors shall cooperate with, and take all actions reasonably requested by Inmarsat to effectuate the foregoing, including but not limited to executing and delivering to Inmarsat such documents or other instruments in accordance with the Asset Sale Agreement and other Transaction Agreements.

17. Upon assignment, the Contracts shall remain in full force and effect for the benefit of Inmarsat in accordance with their respective terms and pursuant to the Asset Sale Agreement, notwithstanding any provision in any such Contract of the type described in sections 365(b)(2), (e)(1), and (f) of the Bankruptcy Code.

18. The payment of the applicable Cure Amount (if any) for any Contract pursuant to sections 365(b)(1)(A) and (B) of the Bankruptcy Code shall effect a cure of all defaults of the Debtor in respect thereof and all other obligations or liabilities of the Debtor under such Contract existing, occurring, arising, or accruing prior to the date that such Contract is assumed, and shall compensate for any actual pecuniary loss to such non-Debtor counterparty resulting from any such default.

19. After payment of the applicable Cure Amount (if any) for any Contract assigned to Inmarsat in accordance with the Asset Sale Agreement and pursuant to sections 365(b)(1)(A) and (B) of the Bankruptcy Code, neither the Debtors, their estates, nor Inmarsat shall have any further liabilities to the non-Debtor counterparty to such Contract, in respect of such Contract, other than Inmarsat's obligations under such Contracts that accrue or become due and payable on or after the date that such Contract is assumed.

20. Pursuant to section 365(f) of the Bankruptcy Code, the assignment by the Sellers of such Contracts shall not be a default thereunder. Any provisions in any Contracts that prohibit or condition the assignment of such Contract or allow the party to such Contract to terminate, recapture, impose any penalty, condition on renewal or extension or modify any term or condition upon the assignment of such Contract constitute unenforceable anti-assignment provisions that are void and of no force and effect. All other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Sellers and assignment

to Inmarsat of the Contracts have been satisfied. Any party having the right to consent to the assumption or assignment of any Contract that failed to object to such assumption or assignment, is deemed to have consented to such assumption and assignment as required by section 365(c) of the Bankruptcy Code.

Other Provisions

21. Effective upon the Completion Date and except as otherwise provided in this Order or the Asset Sale Agreement, all entities are forever prohibited and permanently enjoined from commencing or continuing in any manner any action or other proceeding, whether in law or equity, in any judicial, administrative, arbitral, or other proceeding against Inmarsat, its successors and assigns, or the Assets, with respect to any: (a) Encumbrances arising under, out of, in connection with, or in any way relating to the Debtors, the Assets, or the operation of the Debtors' businesses or the Assets prior to the consummation of the Inmarsat Transaction; or (b) successor liability by virtue of the consummation of the Inmarsat Transaction contemplated by the Asset Sale Agreement (except to the extent Inmarsat assumed any such successor liability pursuant to the Asset Sale Agreement), including the following actions: (i) commencing or continuing in any manner any action or other proceeding against Inmarsat, its successors or assigns, assets, or properties, including with respect to the Encumbrances; (ii) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against Inmarsat, its successors, assigns, assets, or properties; (iii) creating, perfecting, or enforcing any Encumbrances against Inmarsat, its successors, assigns, assets, or properties; (iv) asserting any setoff, right of subrogation, or recoupment of any kind against any obligation due Inmarsat or its successors or assigns; (v) commencing or continuing any action, in any manner or place, that does not comply or is inconsistent with the provisions of this Order or other orders of this Court,

or the agreements or actions contemplated or taken in respect thereof, or (vi) revoking, terminating, or failing or refusing to issue or renew any license, permit, or authorization to operate any of the Assets or conduct any of the businesses operated with the Assets.

22. Following the Completion Date, no holder of an Encumbrance in or against the Debtors or the Assets shall interfere with Inmarsat's title to or use and enjoyment of the Assets based on or related to such Encumbrance or any actions that the Debtors may take in these Chapter 11 Cases or any successor cases.

23. Inmarsat is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code, and the Debtors and Inmarsat shall be entitled to the full protections thereunder. The reversal or modification on appeal of the authorization provided herein to consummate the Inmarsat Transaction shall not affect the validity of the Inmarsat Transaction (including the assumption and assignment of the Contracts).

24. As a good-faith purchaser of the Assets, Inmarsat has not colluded with any of the other bidders, potential bidders, or any other parties interested in the Assets, and therefore neither the Debtors nor any successor in interest to the Debtors' estates nor any other party in interest shall be entitled to bring an action against Inmarsat or any if its Affiliates, and the Inmarsat Transaction may not be avoided under section 363(n) of the Bankruptcy Code.

25. Neither Inmarsat nor any of its Affiliates are successors to the Debtors or their estates by reason of any theory of law or equity, and neither Inmarsat nor any of its Affiliates shall assume or in any way be responsible for any liability or obligation of any of the Debtors and/or their estates, except as otherwise provided in the Asset Sale Agreement.

26. The automatic stay provisions of section 362 of the Bankruptcy Code are lifted and modified to the extent necessary to implement the terms and conditions of the Transaction Agreements and the provisions of this Order

27. Notwithstanding the provisions in the Bankruptcy Rules to the contrary, including Bankruptcy Rules 6004(h), 6006(d), 7062, and 9014, or any other law that would serve to stay or limit the immediate effect of this this Order, this Order shall constitute a final order and be immediately effective and enforceable upon its entry and the Sellers and Inmarsat are authorized to consummate the Inmarsat Transaction immediately upon entry of this Order, in accordance with the Transaction Agreements.

28. Upon the Completion Date, a certified copy of this Order evidencing the release, cancelation, and termination provided herein of any Encumbrances of record on the Assets may be filed or recorded with the appropriate filing agents or officers, administrative agencies or units, governmental departments or officials, and all other persons as may be required; and will constitute conclusive evidence of the release of all Encumbrances in the Assets; *provided that*, the provisions of this Order are self-executing.

29. Each foreign, federal, state, and local governmental agency or department is hereby authorized to accept all documents and instruments necessary or appropriate to consummate the transactions contemplated by the Asset Sale Agreement, including, without limitation, recordation of this Order.

30. Nothing contained in any plan of reorganization or liquidation, or order of any type or kind entered in these Chapter 11 Cases, any subsequent chapter 7 or chapter 11 case of the Debtors, or any related proceeding subsequent to entry of this Order, shall directly conflict with or supersede the provisions of the Transaction Agreements or the terms of this Order.

31. The failure specifically to include any particular provisions of the Asset Sale Agreement including any of the documents, agreements, or instruments executed in connection therewith in this Order shall not diminish or impair the efficacy of such provision, document, agreement, or instrument, it being the intent of this Court that the Asset Sale Agreement and each document, agreement or instrument be authorized and approved in its entirety.

32. In the event of any conflict between this Order and the Asset Sale Agreement, this Order shall control in all respects.

33. To the extent that his Order is inconsistent with any prior order or pleading with respect to the Motion in these Chapter 11 Cases, the terms of this Order shall govern.

34. The Sellers are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order.

35. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order, the Asset Sale Agreement and the other Transaction Agreements. The Sellers and other obligors under the Asset Sale Agreement and the other Transaction Agreements shall be subject to the jurisdiction of this Court with respect to the matters addressed herein.

Dated: _____, 2020
Houston, Texas

_____
THE HONORABLE MARVIN ISGUR
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

A&A Notice

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)**

NOTICE OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES THAT MAY BE ASSUMED OR ASSUMED AND ASSIGNED IN CONNECTION WITH INMARSAT TRANSACTION AND THE PROPOSED CURE COSTS WITH RESPECT THERETO

On November 13, 2020, SpeedCast International Limited and its debtor affiliates in the above chapter 11 cases, as debtors and debtors in possession (collectively, the "**Debtors**") filed with the United States Bankruptcy Court for the Southern District of Texas (the "**Bankruptcy Court**") a motion (the "**Motion**") seeking, among other things, entry of an order (i) authorizing and approving (a) the Asset Sale Agreement and related transaction documents between certain Debtors (the "**Sellers**") and Inmarsat Solutions BV, Inmarsat Maritime Ventures Limited, Inmarsat Global Limited (collectively, "**Inmarsat**"), including the sale by the Sellers of the Assets (as defined in the Asset Sale Agreement) free and clear of all liens, claims and interests, and encumbrances, the assumption by Inmarsat of certain liabilities, including the transfer of certain customers contracts of the Sellers, the settlement of claims and granting of mutual releases between Inmarsat and the Sellers, and other related terms and agreements, all as specified in the Asset Sale Agreement, and (b) the assumption and assignment of certain executory contracts (the "**Proposed Assigned Contracts**"), (ii) approving the form and manner of notice of the Motion and proposed assumption and assignment of the Proposed Assigned Contracts (the "**Assumption Notice**"), and the procedures for such assumption and assignment, including the Debtors' calculation of the amount necessary to cure any monetary defaults under the Proposed Assigned Contracts ("**Cure Costs**") and (iii) granting related relief pursuant to sections 105, 363 and 365 of title 11 of the United States Code (the "**Bankruptcy Code**") and Rules 2002, 6004 and 6006 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**").

You are receiving this Assumption Notice because you may be a counterparty to an executory contract or unexpired lease that potentially could be assumed or assumed and assigned in connection with the Sale.

[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.

Cure Costs

In accordance with the Motion, the Debtors are, in connection with the Sale, seeking to assume and assign the Proposed Assigned Contracts to ~~Buyer~~Inmarsat.

~~Each of t~~The Proposed Assigned Contracts that may be assumed or assigned in connection with the Sale that are relevant to you and the Debtors' good faith calculation of the Cure Costs with respect thereto are set forth on **Exhibit A** hereto.

The inclusion of any Proposed Assigned Contracts identified on **Exhibit A** does not constitute an admission that a particular Proposed Assigned Contract is an executory contract or unexpired lease within the meaning of the Bankruptcy Code or require or guarantee that such Proposed Assigned Contract ultimately will be assumed or assigned. The assumption or assignment of a Proposed Assigned Contract is subject to Bankruptcy Court approval. All rights of the Debtors and Inmarsat with respect thereto are reserved.

Cure or Adequate Assurance Objections

Any objection to the proposed assumption, assumption and assignment, or potential designation of a Proposed Assigned Contract identified on **Exhibit A**, the subject of which objection is the Debtors' proposed Cure Costs or the provision of adequate assurance of future performance by ~~Buyer~~Inmarsat (an "**Assumption Objection**") or any other grounds, must (i) identify the applicable Proposed Assigned Contracts; (ii) state, with specificity, the legal and factual bases for the objection, including the cure amount the counterparty believes is required to cure defaults under the relevant Proposed Assigned Contract; and (iii) include any appropriate documentation in support thereof, and must be filed with the Bankruptcy Court and served on counsel for the Debtors (detailed on the signature page hereto) and counsel for ~~Buyer~~Inmarsat (Steptoe & Johnson LLP, 1330 Connecticut Avenue, NW Washington, DC 20036, Attn: Alfred M. Mamlet (AMamlet@steptoe.com) and Jeffrey M. Re~~s~~isner (jreisner@steptoe.com) 633 West Fifth Street Suite 1900, Los Angeles, CA 90071 (the "**Objection Recipients**") by no later than **Monday, December 7, 2020 at 5:00 p.m. (prevailing Central Time**) (the "**Assumption Objection Deadline**").

If a timely Assumption Objection is not resolved by the parties 24 hours following the Assumption Objection Deadline, the Debtors will request that the Bankruptcy Court set a hearing (the "**Sale Hearing**") as soon as possible thereafter to consider the Motion and any pending Assumption Objections or other objections, and the amount to be paid or reserved with respect to such objection shall be determined by the Bankruptcy Court at the Sale Hearing; provided that the parties first shall use commercially reasonable, good faith efforts to resolve such objection without further Bankruptcy Court intervention.

IF A COUNTERPARTY FAILS TO FILE WITH THE COURT AND SERVE ON THE OBJECTION RECIPIENTS A TIMELY ASSUMPTION OBJECTION, THE COUNTERPARTY SHALL BE DEEMED TO HAVE CONSENTED TO THE ASSUMPTION AND ASSIGNMENT OF THE PROPOSED ASSIGNED CONTRACTS TO ~~BUYER~~INMARSAT, NOTWITHSTANDING ANY ANTI-ALIENATION PROVISION OR OTHER RESTRICTION ON ASSUMPTION OR ASSIGNMNET IN THE PROPOSED ASSIGNED CONTRACTS, AND SHALL BE FOREVER BARRED

FROM ASSERTING ANY OBJECTION WITH REGARD TO ADEQUATE ASSURANCE OF FUTURE PERFORMANCE BY ~~BUYER~~INMARSAT OR THE COST TO CURE ANY DEFAULTS UNDER THE APPLICABLE CONTRACT OR LEASE AND ANY PROOF OF CLAIM ASSERTING A CLAIM FOR SUCH AMOUNT SHALL BE EXPUNGED WITHOUT FURTHER ORDER OF THE BANKRUPTCY COURT. THE CURE COSTS SET FORTH IN THE ASSUMPTION NOTICE SHALL BE CONTROLLING AND WILL BE THE ONLY AMOUNT NECESSARY TO CURE OUTSTANDING DEFAULTS UNDER THE APPLICABLE CONTRACT OR LEASE UNDER SECTION 365(B) OF THE BANKRUPTCY CODE, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE CONTRACT OR LEASE, OR ANY OTHER DOCUMENT, AND THE COUNTERPARTY SHALL BE FOREVER BARRED FROM ASSERTING ANY ADDITIONAL CURE OR OTHER AMOUNTS WITH RESPECT TO SUCH CONTRACT OR LEASE THROUGH THE DATE OF ASSUMPTION OR ASSUMPTION AND ASSIGNMENT, WHETHER IN A PROOF OF CLAIM OR OTHERWISE AGAINST THE DEBTORS, OR THEIR PROPERTY.

Additional Information

Copies of the Motion, including the Asset Sale Agreement and the Proposed Order may be obtained free of charge at the website dedicated to the Debtors' chapter 11 cases maintained by their claims and noticing agent, Kurtzman Carson Consultants LLC, located at https://kccllc.net/speedcast.

Dated November 17, 2020

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Summary report: **Litera® Change-Pro for Word 10.8.2.11 Document comparison done on 12/7/2020 2:40:03 PM**	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: iw://WEILDMS/WEIL/97740931/1	
Modified DMS: iw://WEILDMS/WEIL/97740931/2	
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Table moves to	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	33

United States Bankruptcy Court Southern - Texas
ENTERED
12/11/2020

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

In re:	§	**Chapter 11**
SPEEDCAST INTERNATIONAL LIMITED, *et al.*,	§	**Case No. 20-32243 (MI)**
Debtors.[1]	§	**(Jointly Administered)**
	§	**Re: Docket No. 950**

ORDER (I) AUTHORIZING AND APPROVING INMARSAT TRANSACTION, INCLUDING (A) PRIVATE SALE FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS, (B) ASSUMPTION AND ASSIGNMENT OF CERTAIN CONTRACTS, AND (C) SETTLEMENT AND RELEASE OF CLAIMS, (II) APPROVING FORM AND MANNER OF NOTICES OF INMARSAT TRANSACTION, AND (III) GRANTING RELATED RELIEF

Upon consideration of the motion, dated November 13, 2020 (the "**Motion**")[2] of SpeedCast International Limited and its affiliated debtors in the above-captioned chapter 11 cases (the "**Chapter 11 Cases**"), as debtors and debtors in possession (collectively, the "**Debtors**"), for entry of an order (i) authorizing and approving (a) that certain Asset Sale Agreement, dated as of November 13, 2020, between the Sellers and Inmarsat, and the related schedules, exhibits, agreements, documents, or other instruments contemplated therein (the "**Asset Sale Agreement**"), together with the other Transaction Agreements (as defined in the Asset Sale Agreement), including the sale (the "**Inmarsat Transaction**") by the Sellers of the Assets free and clear of all Encumbrances (as defined below), the assumption of certain liabilities, the granting of mutual releases, and other related terms, and (b) the assumption and assignment of the Proposed Assigned

[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.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

Contracts listed on **Exhibit C** to the Motion (collectively, the "**Contracts**"); (ii) approving the form and manner of the notice of the Motion and to counterparties to the Contracts regarding the Debtors' potential assumption and assignment of the Contracts, and the procedures for such assumption and assignment (the "**Assignment Procedures**"), including the Debtors' calculation of the amount necessary to cure any monetary defaults under the Contracts (the "**Cure Amounts**"), substantially in the form and manner annexed hereto as **Exhibit 1** (the "**A&A Notice**"); and (iii) granting related relief pursuant to sections 105, 363, and 365 of title 11 of the United States Code (the "**Bankruptcy Code**") and Rules 2002, 6004, 6006, and 9019 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), as more fully set forth in the Motion; and consideration of the Motion, the Etheridge-Yan Declaration, and the Inmarsat Declaration; and due and proper notice of the Motion having been provided, and it appearing that no other or further notice need be provided; and the Court having reviewed the Motion, the Etheridge-Yan Declaration, and the Inmarsat Declaration; and upon the record of all of the proceedings had before the Court; all parties in interest having been heard, or having had the opportunity to be heard, regarding the approval of the Asset Sale Agreement, the Inmarsat Transaction, and the other transactions contemplated by the Asset Sale Agreement; and no objections having been filed; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY FOUND AND DETERMINED THAT:

Statutory Predicates

A. The findings and conclusions set forth herein constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute

conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. This Court has jurisdiction over the Motion and over the property of the Debtors, including the Assets, pursuant to 28 U.S.C. § 1334(b). This is a core proceeding under 28 U.S.C. § 157(b) and this Court may enter a final order consistent with Article III of the United States Constitution. Venue of these Chapter 11 Cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

C. The statutory bases of the relief requested in the Motion are sections 105, 363, and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006, and 9019.

D. This Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h), 6006(d), and 7062, and to the extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, this Court expressly finds that time is of the essence in effectuating the Asset Sale Agreement and the other Transaction Agreements (as defined in the Asset Sale Agreement), that there is no just reason for delay in the implementation of this Order and expressly directs entry of this Order as set forth herein which shall not be subject to any stay. Accordingly, cause exists to modify the stay contemplated by Bankruptcy Rules 6004(b) and permit the immediate effectiveness of this order.

Notice

E. As evidenced by the certificate of service and publication, as applicable, previously filed with this Court [Docket No. 996], due, proper, timely, adequate, and sufficient notice of the Motion, the Inmarsat Transaction, and the Assignment Procedures has been provided in accordance with sections 102(1), 363, and 365 of the Bankruptcy Code and Bankruptcy Rules

2002, 6004, 6006, 9007, and 9014, to each party entitled to such notice, and no further notice shall be required in connection with the relief granted in this Order. A reasonable opportunity to object to and to be heard regarding the relief granted by this Order has been afforded to parties entitled to notice pursuant to Bankruptcy Rule 6004(a). The deadline to file an objection to the assumption and assignment to Inmarsat of any Contracts has expired, and any such objections have been resolved, withdrawn or overruled.

Private Sale and Sound Business Purpose

F. Based upon the record in these Chapter 11 Cases, including the Etheridge-Yan Declaration and Inmarsat Declaration, the Debtors exercised reasonable business judgment in negotiating the Asset Sale Agreement, the other Transaction Agreements, and the transactions contemplated therein with Inmarsat. Inmarsat was the only reasonable counterparty to the proposed Inmarsat Transaction and, because of the consents required, the nature of the Assets and existing customer relationships, the Debtors were not required to market the Assets to other potential purchasers.

G. The terms contained in the Asset Sale Agreement provide fair and reasonable consideration to the Debtors' estates for the Assets and the assumption of the Assumed Liabilities (as defined in the Asset Sale Agreement); and the consideration provided by Inmarsat under the Asset Sale Agreement constitutes reasonably equivalent value under the Bankruptcy Code. Approval of the Motion, the Asset Sale Agreement and the other Transaction Agreements, and the consummation of the Inmarsat Transaction contemplated thereby, are in the best interests of the Debtors, their creditors, their estates, and other parties-in-interest, and constitutes a valid and sound exercise of the Debtors' business judgment.

H. Sellers may sell the Assets pursuant to the Asset Sale Agreement free and clear of all Encumbrances against the Assets (unless otherwise assumed in the Asset Sale Agreement) because the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code are satisfied. Each entity with an Encumbrance (defined below) attached to the Assets (i) has, subject to the terms and conditions of this Order, consented to the Inmarsat Transaction or is deemed to have consented to the Inmarsat Transaction; (ii) could be compelled in a legal or equitable proceeding to accept money satisfaction of such encumbrance; or (iii) otherwise falls within the provisions of section 363(f) of the Bankruptcy Code. Those holders of any Encumbrances against the Assets who did not object or who withdrew their objections to the Asset Sale Agreement or the Motion are deemed to have consented to the transactions contemplated thereby pursuant to section 363(f)(2) of the Bankruptcy Code. For the avoidance of doubt, nothing in this Order establishes any rights or interests in the Assets (other than the Debtors' rights and interests in such Assets and Inmarsat's rights and interests in the Assets from and after the Effective Time (as defined in the Asset Sale Agreement)), and nothing herein shall be construed to govern or affect the distributions of the cash proceeds from the Inmarsat Transaction of the Assets.

Assumption and Assignment of the Contracts

I. The Assignment Procedures set forth in the A&A Notice and the Asset Sale Agreement are adequate, sufficient, and appropriate under the circumstances.

J. Sellers and Inmarsat have, to the extent necessary, satisfied the requirements of section 365 of the Bankruptcy Code, including sections 365(b)(1)(A), 365(b)(1)(B), and 365(f) of the Bankruptcy Code, in connection with the sale and assumption and assignment of the Contracts to the extent provided under the Asset Sale Agreement and have: (1) cured, or provided adequate assurance of cure of, any default existing prior to the date hereof under any of the Contracts, within

the meaning of section 365(b)(1)(A) of the Bankruptcy Code; and (2) provided compensation or adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from a default prior to the date hereof under any of the Contracts, within the meaning of section 365(b)(1)(B) of the Bankruptcy Code, and Inmarsat has provided adequate assurance of future performance of and under the Contracts, within the meaning of sections 365(b)(1) and 365(f)(2) of the Bankruptcy Code. Each provision of the Contracts or applicable non-bankruptcy law that purports to prohibit, restrict or condition, or could be construed as prohibiting, restricting or conditioning, assignment of any Contracts has been satisfied or is otherwise unenforceable under Bankruptcy Code section 365. The Cure Amounts are hereby deemed to be the sole amounts necessary to cure any and all monetary defaults under the Assigned Contracts, under section 365(b) of the Bankruptcy Code

K. The assumption and assignment of the Contracts is integral to the Inmarsat Transaction, is in the best interests of the Debtors and their estates, and represents the valid and reasonable exercise of the Debtors' sound business judgment.

Good Faith Finding

L. Inmarsat is purchasing the Assets in good faith and is a good-faith buyer within the meaning of section 363(m) of the Bankruptcy Code and is not an "insider" or "affiliate" of any Debtor (as defined under section 101 of the Bankruptcy Code), and, therefore, is entitled to the full protections of that provision, and otherwise has proceeded in good faith in all respects in connection with these Chapter 11 Cases in that: (1) the Debtors were free to deal with any other party interested in acquiring the Assets; (2) all payments to be made by Inmarsat and other agreements or arrangements entered into by Inmarsat in connection with the Sale have been disclosed; (3) Inmarsat has not violated section 363(n) of the Bankruptcy Code by any action or

inaction; and (4) the negotiation and execution of the Asset Sale Agreement and the Transaction Agreements, including the Sale contemplated thereby, was conducted and completed by the Sellers and Inmarsat in a diligent, noncollusive, fair, arms' length, and good faith manner. Specifically, Inmarsat has not acted in a collusive manner with any person. Inmarsat's prospective performance and payment of amounts owing under the Asset Sale Agreement are in good faith and for valid business purposes and uses. The Asset Sale Agreement was negotiated, proposed, and entered into by the Debtors and Inmarsat without collusion or fraud, in good faith, from arms'-length bargaining positions, and for valid business purposes.

No Fraudulent Transfer or Successor Liability

M. The aggregate consideration from Inmarsat for the Assets as set forth in the Asset Sale Agreement (i) was negotiated at arm's-length, (ii) is fair and adequate and constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and the laws of the United States, any state, territory, possession, or the District of Columbia (including the Uniform Fraudulent Transfer Act, the Uniform Voidable Transactions Act, and the Uniform Fraudulent Conveyance Act); (iii) will provide a greater recovery for the Debtors' creditors than would be provided by any other reasonably practicable available alternative, and (iv) the Inmarsat Transaction is the best means to monetize the Assets in the business judgment of the Debtors.

N. The Asset Sale Agreement, which constitutes reasonably equivalent value and fair consideration, was not entered into, and the Inmarsat Transaction is not consummated, for the purpose of hindering, delaying or defrauding creditors of the Debtors under the Bankruptcy Code or under any other law of the United States, any state, territory, possession thereof, or the District of Columbia, or any other applicable law. Neither the Sellers, any Debtor nor Inmarsat has entered

into the Asset Sale Agreement or is consummating the Inmarsat Transaction with any fraudulent or otherwise improper purpose.

O. Neither the Debtors, Inmarsat, nor any affiliate of either the Debtors or Inmarsat have taken, or failed to take, any other action that would cause or permit the Inmarsat Transaction to be avoided or costs or damages to be imposed under section 363(n) of the Bankruptcy Code or otherwise.

P. Inmarsat is not holding itself out to the public as a continuation of any Debtor. Inmarsat is not a mere continuation of or successor to any Debtor or its estate in any respect or by reason of any theory of law or equity. The Asset Sale Agreement and the Inmarsat Transaction do not amount to a consolidation, merger, or *de facto* merger of Inmarsat and any Debtor or its estate.

Validity of Transfer and Authorizations

Q. The Assets constitute property of the Debtors' estates and title thereto is vested in the Debtors' estates within the meaning of section 541(a) of the Bankruptcy Code. The Debtors have full corporate power and authority to execute and deliver the Asset Sale Agreement, and all other documents contemplated thereby, including the Transaction Agreements, and have all corporate authority necessary to consummate the transactions contemplated by the Asset Sale Agreement. No consents or approvals, other than those expressly provided for in the Asset Sale Agreement, are required for the Debtors to consummate the transactions contemplated by the Asset Sale Agreement on behalf of the Debtors.

Valid and Binding Releases

R. Pursuant to Bankruptcy Rule 9019, and in consideration for the benefits provided under the Asset Sale Agreement and other good and valuable consideration provided to the Debtors, their estates, and Inmarsat in connection with the Inmarsat Transaction, upon the

Completion Date, the Asset Sale Agreement shall constitute a good faith compromise and settlement of all Encumbrances and controversies resolved pursuant to the Asset Sale Agreement. The Motion shall be deemed a motion to approve the good faith compromise and settlement of all such Encumbrances and controversies pursuant to Bankruptcy Rule 9019, and the entry of the Order shall constitute the Court's approval of such compromise and settlement under Bankruptcy Rule 9019, as well as a finding by the Court that such settlement and compromise is a valid exercise of the Debtors' business judgment, fair, equitable, reasonable, and in the best interests of the Debtors and their estates.

IT IS HEREBY ORDERED THAT:

1. Any and all objections and responses to the Motion that have not been withdrawn, waived, settled, or resolved, and all reservations of rights included therein, are hereby overruled and denied on the merits. Notice of the Motion, the Inmarsat Transaction, and the Assignment Procedures was fair and equitable under the circumstances, and complied in all respects with section 102(1) of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, and 6006.

Sale and Transfer Free and Clear of Encumbrances

2. The Asset Sale Agreement, and all of the terms and conditions thereof, the Transaction Agreements, and the Inmarsat Transaction contemplated thereby, are hereby approved in all respects. The settlement embodied in the Asset Sale Agreement is fair and reasonable, and is approved pursuant to Bankruptcy Rule 9019. The Debtors' and Inmarsat's agreement to provide the mutual releases in accordance with the Asset Sale Agreement is in the best interests of the Debtors' estates and such releases are approved pursuant to Bankruptcy Rule 9019. Each of the releases entered into pursuant to the Asset Sale Agreement are fully consensual and approved. The releases are hereby approved in their entirety and the consideration provided by Inmarsat pursuant to the Asset Sale Agreement is found to be fair consideration for the releases.

3. Pursuant to sections 105, 363, and 365 of the Bankruptcy Code, the Debtors are authorized to take all actions necessary or appropriate to carry out the relief granted in this Order, including to effectuate, implement, and close the transactions set forth in the Asset Sale Agreement, including all additional instruments and documents that may be reasonably necessary or desirable to implement the Asset Sale Agreement and to perform their obligations thereunder. No other consents or approvals are necessary or required for the Debtors to carry out the Inmarsat Transaction and effectuate the Asset Sale Agreement and the related actions contemplated or set forth therein.

4. This Order and the Asset Sale Agreement shall be binding in all respects upon, and shall inure to the benefit of, the Debtors and their bankruptcy estates, their affiliates, all creditors (including the Official Committee of Unsecured Creditors), all holders of equity interests in the Debtors, and all holders of any Encumbrances (as defined below) against the Debtors or any portion of the Assets, all counterparties to any executory contract or unexpired lease of the Debtors, Inmarsat and all agents, representatives, affiliates, and permitted successors and assigns of Inmarsat, and any trustees, examiners, or other fiduciary under any section of the Bankruptcy Code appointed in these Chapter 11 Cases or upon a conversion of any of these Chapter 11 Cases to chapter 7 under the Bankruptcy Code. The provisions of this Sale Order and the terms and provisions of the Asset Sale Agreement, and any actions taken pursuant hereto or thereto shall survive the entry of any order which may be entered confirming or consummating any plan(s) of the Debtors or converting the Debtors' cases from chapter 11 to chapter 7.

5. The conditions of section 363(f) of the Bankruptcy Code have been satisfied and, upon entry of this Order, the Debtors may transfer all of the Debtors' right, title and interest to the Assets free and clear of without limitation, all claims, interests, debts, liabilities, obligations,

liens (including mechanic's, materialman's, possessory and other consensual and non-consensual liens and statutory liens), interests, rights, encumbrances, rights of offset, recoupment rights, restrictions, leases or subleases, option rights or claims, obligations, liabilities, indentures, loan agreements, guaranties, demands, contractual commitments or interests in respect of any Debtor or any property of any Debtor or its Estate, equity interests, licenses, instruments, conditional sale rights or other title retention agreements, rights of first refusal, consent rights, contract rights, rights of recovery, reimbursement rights, contribution claims, indemnity rights, regulatory violations, judgments, decrees of any court or foreign or domestic governmental or quasi-governmental entity, debts arising in any way in connection with any agreements, acts or failures to act and reclamations rights whether choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected including, without limitation, the following: (1) any employment or labor agreements, including any collective bargaining agreement; (2) all mortgages, deeds of trust, hypothecations, pledges, security interests or charges of any kind or nature, easements, servitudes, rights-of-way, encroachments, restrictive covenants, restrictions on transferability or other similar restrictions, rights of use or possession, restriction on use, voting, transfer, receipt of income, or other exercise of any attributes of ownership; (3) any pension, health, welfare, compensation or other employee benefit plans, agreements, practices and programs, including, without limitations, any pension plan of the Debtor or any multiemployer plan to which the Debtors have at any time contributed to or had any liability or potential liability; (4) any other employee, workers' compensation, occupational disease or unemployment or temporary disability related claim, including, without limitations, claims that might otherwise arise under or pursuant to (a) the Employee Retirement Income Security Act of 1974, Pub. L. No. 93-406, 88 Stat. 829 (1974), as amended (b) the Fair

Labor Standards Act, 29 U.S.C. §§ 201 et seq., as amended, (c) Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e §§ et seq., as amended, (d) the Federal Rehabilitation Act of 1973, 29 U.S.C. §§ 701 et seq., as amended, (e) the National Labor Relations Act, 29 U.S.C. §§ 151 et seq., as amended, (f) the Worker Adjustment and Retraining Act of 1988, 28 U.S.C. §§ 2101 et seq., (g) the Age Discrimination in Employment Act of 1967, 29 U.S.C. §§ 621 et seq., as amended, (h) the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 §§ et seq., as amended, (i) state discrimination laws, (j) state unemployment compensation laws or any other similar state laws, or (k) any other state or federal benefits or claims relating to any employment with any of the Debtor or any of its respective predecessors, (l) the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, including without limitation the requirements of Part 6 of Subtitle B of Title I of ERISA and Section 4980B of the Internal Revenue Code of any similar state law; (5) any bulk sales or similar law; (6) any tax statutes or ordinances, including, without limitation, the Internal Revenue Code of 1986, as amended; (7) any theories of successor liability, including any theories on product liability grounds; (8) any environmental or other liens, claims (as defined in section 101(5) of the Bankruptcy Code), encumbrances, obligations, liabilities, contractual commitments or interests of any kind or nature arising from existing conditions on or prior to the Completion Date; (9) all claims as defined in Bankruptcy Code section 101(5), including all rights or causes of action (whether in law or equity), (10) any rights that purport to give any party a right or option to effect any forfeiture, modification, right of first offer or first refusal, or consents, or termination of the Sellers' or the Inmarsat's interest in the Assets, or any similar rights, (11) any unexpired and executory contract or unexpired lease to which a Debtor Seller is a party that is not an assigned Contract and (12) any other Excluded Liabilities under the Asset Sale Agreement (collectively, the "**Encumbrances**").

6. Pursuant to sections 105(a), 363(b), 363(f), 365(b) and 365(f) of the Bankruptcy Code, upon the Completion Date and pursuant to and except as otherwise set forth in the Asset Sale Agreement, the Assets shall be transferred to Inmarsat free and clear of all Encumbrances that existed prior to the Completion Date, of any person, including, without limitation, the DIP Liens, the Prepetition Liens, and the Adequate Protection Liens (each, as defined in 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] (the "**Final DIP Order**")), and all such Encumbrances shall attach to the cash proceeds of the Inmarsat Transaction, subject to the terms and conditions set forth in the Final DIP Order (or any successor thereto), in the order of their relative priority and with the same validity, force, and effect the holder of such Interest or Claim had against the Assets prior to the Completion Date.

7. Upon the Completion Date, this Order will be construed and will constitute for any and all purposes a complete, valid, legal, and effective general assignment, conveyance, and transfer of all of the Assets free and clear of all Encumbrances, and will vest Inmarsat with all of the Debtors' right, title, and interest in and to the Assets as set forth in this Order and the Asset Sale Agreement. All entities that are presently, or immediately prior to the consummation of the Closing may be, in possession of the Assets to be sold, transferred, or conveyed (wherever located) to Inmarsat pursuant to the Asset Sale Agreement are hereby directed to surrender possession of the Assets to Inmarsat upon the Completion Date. Notwithstanding the foregoing sentence, any Assets to be sold, transferred, or conveyed (wherever located) to Inmarsat, comprising equipment installed on a vessel which will be used in connection with the provision of services by Inmarsat pursuant to an assigned contract shall not be required to be surrendered to Inmarsat hereby.

8. Except to enforce the terms of the Asset Sale Agreement or the other Transaction Agreements, upon the Completion Date, all entities or persons are permanently and forever prohibited, estopped, and enjoined from asserting against Inmarsat, and its permitted successors, designees, and assigns, or property, or the Assets conveyed in accordance with the Transaction Agreements, any Encumbrance of any kind or nature whatsoever arising prior to the Completion Date.

9. The Asset Sale Agreement and other Transaction Agreements may be modified, amended, or supplemented through a written document signed by the parties thereto in accordance with the terms thereof and this Order without further order of this Court; provided that no such modification, amendment, or supplement may be made without further order of this Court if it is materially adverse to the Debtors or the Debtors' estates.

10. The Asset Sale Agreement and other Transaction Agreements shall be of full force and effect, regardless of any Debtor's lack of good standing in any jurisdiction in which such Debtor is formed or authorized to transact business.

11. To the extent applicable, the automatic stay pursuant to section 362 of the Bankruptcy Code is hereby lifted with respect to the Debtors to the extent necessary, without further order of the Court, to allow Inmarsat to (a) give the Debtors notice provided for in the Asset Sale Agreement, and (b) take actions permitted by the Asset Sale Agreement and the other Transaction Agreements.

Assumption and Assignment of the Contracts

12. Pursuant to sections 105(a), 363, and 365 of the Bankruptcy Code, and subject to and conditioned upon the Completion Date, the Debtors' assumption and assignment to Inmarsat, and Inmarsat's assumption, on the terms set forth in this Order, the Asset Sale Agreement

and the A&A Notice of the Contracts set forth in **Exhibit C** to the Motion are hereby approved in their entirety, but not required, and the requirements of section 365 of the Bankruptcy Code with respect thereto are hereby deemed satisfied.

13. The A&A Notice, substantially in the form attached as **Exhibit 1** hereto, is appropriate and reasonably calculated to provide counterparties to the Contracts with timely and proper notice of the potential assumption and assignment of the Contracts pursuant to the Assignment Procedures in connection with the Inmarsat Transaction and the related Cure Amounts, and no other or further notice is required.

14. To the extent that an objection by a counterparty to assumption and assignment of any Contract, including all objections related to Cure Amount, is not resolved prior to the Completion Date, the Sellers, with the agreement of Inmarsat, may elect to: (i) not assume such Contract; (ii) postpone the assumption of such Contract until the resolution of such objection; or (iii) reserve the disputed Cure Amount and assume the Contract prior to the Completion Date. So long as the Sellers hold the claimed Cure Amount in reserve, and there are no other unresolved objections to the assumption and assignment of the applicable Contract, the Sellers can, without further delay, assume and assign the Contract that is the subject of the objection. Under such circumstances, the respective objecting counterparty's recourse is limited to the funds held in reserve.

15. The Debtors are hereby authorized in accordance with sections 105(a), 363, and 365 of the Bankruptcy Code to assume and assign to Inmarsat, effective upon the Completion Date, the Contracts free and clear of all Encumbrances of any kind or nature whatsoever (except as otherwise assumed in, or permitted by, the Asset Sale Agreement) and to execute and deliver to

Inmarsat such documents or other instruments as may be necessary or desirable to novate the Contracts to Inmarsat.

16. Upon the Completion Date, in accordance with sections 363 and 365 of the Bankruptcy Code, Inmarsat will be fully and irrevocably vested in all right, title, and interest of each Contract. The Debtors shall cooperate with, and take all actions reasonably requested by Inmarsat to effectuate the foregoing, including but not limited to executing and delivering to Inmarsat such documents or other instruments in accordance with the Asset Sale Agreement and other Transaction Agreements.

17. Upon assignment, the Contracts shall remain in full force and effect for the benefit of Inmarsat in accordance with their respective terms and pursuant to the Asset Sale Agreement, notwithstanding any provision in any such Contract of the type described in sections 365(b)(2), (e)(1), and (f) of the Bankruptcy Code.

18. The payment of the applicable Cure Amount (if any) for any Contract pursuant to sections 365(b)(1)(A) and (B) of the Bankruptcy Code shall effect a cure of all defaults of the Debtor in respect thereof and all other obligations or liabilities of the Debtor under such Contract existing, occurring, arising, or accruing prior to the date that such Contract is assumed, and shall compensate for any actual pecuniary loss to such non-Debtor counterparty resulting from any such default.

19. After payment of the applicable Cure Amount (if any) for any Contract assigned to Inmarsat in accordance with the Asset Sale Agreement and pursuant to sections 365(b)(1)(A) and (B) of the Bankruptcy Code, neither the Debtors, their estates, nor Inmarsat shall have any further liabilities to the non-Debtor counterparty to such Contract, in

respect of such Contract, other than Inmarsat's obligations under such Contracts that accrue or become due and payable on or after the date that such Contract is assumed.

20. Pursuant to section 365(f) of the Bankruptcy Code, the assignment by the Sellers of such Contracts shall not be a default thereunder. Any provisions in any Contracts that prohibit or condition the assignment of such Contract or allow the party to such Contract to terminate, recapture, impose any penalty, condition on renewal or extension or modify any term or condition upon the assignment of such Contract constitute unenforceable anti-assignment provisions that are void and of no force and effect. All other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Sellers and assignment to Inmarsat of the Contracts have been satisfied. Any party having the right to consent to the assumption or assignment of any Contract that failed to object to such assumption or assignment, is deemed to have consented to such assumption and assignment as required by section 365(c) of the Bankruptcy Code.

Other Provisions

21. Effective upon the Completion Date and except as otherwise provided in this Order or the Asset Sale Agreement, all entities are forever prohibited and permanently enjoined from commencing or continuing in any manner any action or other proceeding, whether in law or equity, in any judicial, administrative, arbitral, or other proceeding against Inmarsat, its successors and assigns, or the Assets, with respect to any: (a) Encumbrances arising under, out of, in connection with, or in any way relating to the Debtors, the Assets, or the operation of the Debtors' businesses or the Assets prior to the consummation of the Inmarsat Transaction; or (b) successor liability by virtue of the consummation of the Inmarsat Transaction contemplated by the Asset Sale Agreement (except to the extent Inmarsat assumed any such successor liability

pursuant to the Asset Sale Agreement), including the following actions: (i) commencing or continuing in any manner any action or other proceeding against Inmarsat, its successors or assigns, assets, or properties, including with respect to the Encumbrances; (ii) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against Inmarsat, its successors, assigns, assets, or properties; (iii) creating, perfecting, or enforcing any Encumbrances against Inmarsat, its successors, assigns, assets, or properties; (iv) asserting any setoff, right of subrogation, or recoupment of any kind against any obligation due Inmarsat or its successors or assigns; (v) commencing or continuing any action, in any manner or place, that does not comply or is inconsistent with the provisions of this Order or other orders of this Court, or the agreements or actions contemplated or taken in respect thereof, or (vi) revoking, terminating, or failing or refusing to issue or renew any license, permit, or authorization to operate any of the Assets or conduct any of the businesses operated with the Assets.

22. Following the Completion Date, no holder of an Encumbrance in or against the Debtors or the Assets shall interfere with Inmarsat's title to or use and enjoyment of the Assets based on or related to such Encumbrance or any actions that the Debtors may take in these Chapter 11 Cases or any successor cases.

23. Inmarsat is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code, and the Debtors and Inmarsat shall be entitled to the full protections thereunder. The reversal or modification on appeal of the authorization provided herein to consummate the Inmarsat Transaction shall not affect the validity of the Inmarsat Transaction (including the assumption and assignment of the Contracts).

24. As a good-faith purchaser of the Assets, Inmarsat has not colluded with any of the other bidders, potential bidders, or any other parties interested in the Assets, and therefore

neither the Debtors nor any successor in interest to the Debtors' estates nor any other party in interest shall be entitled to bring an action against Inmarsat or any if its Affiliates, and the Inmarsat Transaction may not be avoided under section 363(n) of the Bankruptcy Code.

25. Neither Inmarsat nor any of its Affiliates are successors to the Debtors or their estates by reason of any theory of law or equity, and neither Inmarsat nor any of its Affiliates shall assume or in any way be responsible for any liability or obligation of any of the Debtors and/or their estates, except as otherwise provided in the Asset Sale Agreement.

26. The automatic stay provisions of section 362 of the Bankruptcy Code are lifted and modified to the extent necessary to implement the terms and conditions of the Transaction Agreements and the provisions of this Order

27. Notwithstanding the provisions in the Bankruptcy Rules to the contrary, including Bankruptcy Rules 6004(h), 6006(d), 7062, and 9014, or any other law that would serve to stay or limit the immediate effect of this this Order, this Order shall constitute a final order and be immediately effective and enforceable upon its entry and the Sellers and Inmarsat are authorized to consummate the Inmarsat Transaction immediately upon entry of this Order, in accordance with the Transaction Agreements.

28. Upon the Completion Date, a certified copy of this Order evidencing the release, cancelation, and termination provided herein of any Encumbrances of record on the Assets may be filed or recorded with the appropriate filing agents or officers, administrative agencies or units, governmental departments or officials, and all other persons as may be required; and will constitute conclusive evidence of the release of all Encumbrances in the Assets; *provided that*, the provisions of this Order are self-executing.

29. Each foreign, federal, state, and local governmental agency or department is hereby authorized to accept all documents and instruments necessary or appropriate to consummate the transactions contemplated by the Asset Sale Agreement, including, without limitation, recordation of this Order.

30. Nothing contained in any plan of reorganization or liquidation, or order of any type or kind entered in these Chapter 11 Cases, any subsequent chapter 7 or chapter 11 case of the Debtors, or any related proceeding subsequent to entry of this Order, shall directly conflict with or supersede the provisions of the Transaction Agreements or the terms of this Order.

31. The failure specifically to include any particular provisions of the Asset Sale Agreement including any of the documents, agreements, or instruments executed in connection therewith in this Order shall not diminish or impair the efficacy of such provision, document, agreement, or instrument, it being the intent of this Court that the Asset Sale Agreement and each document, agreement or instrument be authorized and approved in its entirety.

32. In the event of any conflict between this Order and the Asset Sale Agreement, this Order shall control in all respects.

33. To the extent that his Order is inconsistent with any prior order or pleading with respect to the Motion in these Chapter 11 Cases, the terms of this Order shall govern.

34. The Sellers are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order.

35. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order, the Asset Sale Agreement and the other Transaction Agreements. The Sellers and other obligors under the Asset

Sale Agreement and the other Transaction Agreements shall be subject to the jurisdiction of this Court with respect to the matters addressed herein.

Signed: December 11, 2020



Marvin Isgur
United States Bankruptcy Judge

Exhibit 1

A&A Notice

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)**

NOTICE OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES THAT MAY BE ASSUMED OR ASSUMED AND ASSIGNED IN CONNECTION WITH INMARSAT TRANSACTION AND THE PROPOSED CURE COSTS WITH RESPECT THERETO

On November 13, 2020, SpeedCast International Limited and its debtor affiliates in the above chapter 11 cases, as debtors and debtors in possession (collectively, the "**Debtors**") filed with the United States Bankruptcy Court for the Southern District of Texas (the "**Bankruptcy Court**") a motion (the "**Motion**") seeking, among other things, entry of an order (i) authorizing and approving (a) the Asset Sale Agreement and related transaction documents between certain Debtors (the "**Sellers**") and Inmarsat Solutions BV, Inmarsat Maritime Ventures Limited, Inmarsat Global Limited (collectively, "**Inmarsat**"), including the sale by the Sellers of the Assets (as defined in the Asset Sale Agreement) free and clear of all liens, claims and interests, and encumbrances, the assumption by Inmarsat of certain liabilities, including the transfer of certain customer contracts of the Sellers, the settlement of claims and granting of mutual releases between Inmarsat and the Sellers, and other related terms and agreements, all as specified in the Asset Sale Agreement, and (b) the assumption and assignment of certain executory contracts (the "**Proposed Assigned Contracts**"), (ii) approving the form and manner of notice of the Motion and proposed assumption and assignment of the Proposed Assigned Contracts (the "**Assumption Notice**"), and the procedures for such assumption and assignment, including the Debtors' calculation of the amount necessary to cure any monetary defaults under the Proposed Assigned Contracts ("**Cure Costs**") and (iii) granting related relief pursuant to sections 105, 363 and 365 of title 11 of the United States Code (the "**Bankruptcy Code**") and Rules 2002, 6004 and 6006 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**").

You are receiving this Assumption Notice because you may be a counterparty to an executory contract or unexpired lease that potentially could be assumed or assumed and assigned in connection with the Sale.

[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.

Cure Costs

In accordance with the Motion, the Debtors are, in connection with the Sale, seeking to assume and assign the Proposed Assigned Contracts to Inmarsat.

The Proposed Assigned Contracts that may be assumed or assigned in connection with the Sale that are relevant to you and the Debtors' good faith calculation of the Cure Costs with respect thereto are set forth on **Exhibit A** hereto.

The inclusion of any Proposed Assigned Contracts identified on **Exhibit A** does not constitute an admission that a particular Proposed Assigned Contract is an executory contract or unexpired lease within the meaning of the Bankruptcy Code or require or guarantee that such Proposed Assigned Contract ultimately will be assumed or assigned. The assumption or assignment of a Proposed Assigned Contract is subject to Bankruptcy Court approval. All rights of the Debtors and Inmarsat with respect thereto are reserved.

Cure or Adequate Assurance Objections

Any objection to the proposed assumption, assumption and assignment, or potential designation of a Proposed Assigned Contract identified on **Exhibit A**, the subject of which objection is the Debtors' proposed Cure Costs or the provision of adequate assurance of future performance by Inmarsat (an "**Assumption Objection**") or any other grounds, must (i) identify the applicable Proposed Assigned Contracts; (ii) state, with specificity, the legal and factual bases for the objection, including the cure amount the counterparty believes is required to cure defaults under the relevant Proposed Assigned Contract; and (iii) include any appropriate documentation in support thereof, and must be filed with the Bankruptcy Court and served on counsel for the Debtors (detailed on the signature page hereto) and counsel for Inmarsat (Steptoe & Johnson LLP, 1330 Connecticut Avenue, NW Washington, DC 20036, Attn: Alfred M. Mamlet (AMamlet@steptoe.com) and Jeffrey M. Reisner (jreisner@steptoe.com) 633 West Fifth Street Suite 1900, Los Angeles, CA 90071 (the "**Objection Recipients**") by no later than **Monday, December 7, 2020 at 5:00 p.m. (prevailing Central Time**) (the "**Assumption Objection Deadline**").

If a timely Assumption Objection is not resolved by the parties 24 hours following the Assumption Objection Deadline, the Debtors will request that the Bankruptcy Court set a hearing (the "**Sale Hearing**") as soon as possible thereafter to consider the Motion and any pending Assumption Objections or other objections, and the amount to be paid or reserved with respect to such objection shall be determined by the Bankruptcy Court at the Sale Hearing; provided that the parties first shall use commercially reasonable, good faith efforts to resolve such objection without further Bankruptcy Court intervention.

IF A COUNTERPARTY FAILS TO FILE WITH THE COURT AND SERVE ON THE OBJECTION RECIPIENTS A TIMELY ASSUMPTION OBJECTION, THE COUNTERPARTY SHALL BE DEEMED TO HAVE CONSENTED TO THE ASSUMPTION AND ASSIGNMENT OF THE PROPOSED ASSIGNED CONTRACTS TO INMARSAT, NOTWITHSTANDING ANY ANTI-ALIENATION PROVISION OR OTHER RESTRICTION ON ASSUMPTION OR ASSIGNMNET IN THE PROPOSED ASSIGNED CONTRACTS, AND SHALL BE FOREVER BARRED FROM ASSERTING

ANY OBJECTION WITH REGARD TO ADEQUATE ASSURANCE OF FUTURE PERFORMANCE BY INMARSAT OR THE COST TO CURE ANY DEFAULTS UNDER THE APPLICABLE CONTRACT OR LEASE AND ANY PROOF OF CLAIM ASSERTING A CLAIM FOR SUCH AMOUNT SHALL BE EXPUNGED WITHOUT FURTHER ORDER OF THE BANKRUPTCY COURT. THE CURE COSTS SET FORTH IN THE ASSUMPTION NOTICE SHALL BE CONTROLLING AND WILL BE THE ONLY AMOUNT NECESSARY TO CURE OUTSTANDING DEFAULTS UNDER THE APPLICABLE CONTRACT OR LEASE UNDER SECTION 365(B) OF THE BANKRUPTCY CODE, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE CONTRACT OR LEASE, OR ANY OTHER DOCUMENT, AND THE COUNTERPARTY SHALL BE FOREVER BARRED FROM ASSERTING ANY ADDITIONAL CURE OR OTHER AMOUNTS WITH RESPECT TO SUCH CONTRACT OR LEASE THROUGH THE DATE OF ASSUMPTION OR ASSUMPTION AND ASSIGNMENT, WHETHER IN A PROOF OF CLAIM OR OTHERWISE AGAINST THE DEBTORS, OR THEIR PROPERTY.

Additional Information

Copies of the Motion, including the Asset Sale Agreement and the Proposed Order may be obtained free of charge at the website dedicated to the Debtors' chapter 11 cases maintained by their claims and noticing agent, Kurtzman Carson Consultants LLC, located at https://kccllc.net/speedcast.

Dated November 17, 2020

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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.	(Jointly Administered)

INMARSAT GLOBAL LIMITED, INMARSAT SOLUTIONS B.V., INMARSAT MARITIME VENTURES LTD., INMARSAT INC., INMARSAT SOLUTIONS (US) INC., INMARSAT SOLUTIONS (CANADA) INC., AND INMARSAT SOLUTIONS AS NORWAY'S, APPLICATION FOR ALLOWANCE OF ADMINISTRATIVE EXPENSE CLAIM

THIS APPLICATION SEEKS AN ORDER THAT MAY ADVERSELY AFFECT YOU. IF YOU OPPOSE THE APPLICATION, YOU SHOULD IMMEDIATELY CONTACT THE MOVING PARTY TO RESOLVE THE DISPUTE. IF YOU AND THE MOVING PARTY CANNOT AGREE, YOU MUST FILE A RESPONSE AND SEND A COPY TO THE MOVING PARTY. YOU MUST FILE AND SERVE YOUR RESPONSE WITHIN 21 DAYS OF THE DATE THIS WAS SERVED ON YOU. YOUR RESPONSE MUST STATE WHY THE APPLICATION SHOULD NOT BE GRANTED. IF YOU DO NOT FILE A TIMELY RESPONSE, THE RELIEF MAY BE GRANTED WITHOUT FURTHER NOTICE TO YOU. IF YOU OPPOSE THE APPLICATION AND HAVE NOT REACHED AN AGREEMENT, YOU MUST ATTEND THE HEARING. UNLESS THE PARTIES AGREE OTHERWISE, THE COURT MAY CONSIDER EVIDENCE AT THE HEARING AND MAY DECIDE THE APPLICATION AT THE HEARING.

REPRESENTED PARTIES SHOULD ACT THROUGH THEIR ATTORNEY.

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

Inmarsat Global Limited, Inmarsat Solutions B.V., Inmarsat Maritime Ventures, Ltd., Inmarsat Inc., Inmarsat Solutions (US) Inc., Inmarsat Solutions (Canada) Inc., and Inmarsat Solutions AS Norway (collectively, "Inmarsat") file this *Application for Allowance of*

Administrative Expense Claim (the "Application"), respectfully requesting allowance of an administrative expense claim in the amount of $7,231,145.55 pursuant to Bankruptcy Code sections 105, 365(d)(3) and 503(b)(1)(A).

JURISDICTION, VENUE, AND AUTHORITY

1. This Court has jurisdiction over this Application pursuant to 28 U.S.C. § 1334. Venue is proper under 28 U.S.C. §§ 1408 and 1409. This is a core proceeding under 28 U.S.C. § 157(b) and this Court has constitutional authority to enter final orders with respect to the requested relief. Inmarsat further confirms its consent to this Court's entry of final orders or judgments on this Application if it is later determined that, in the absence of the consent of the parties, this Court does not have constitutional authority to enter final orders or judgments.

BACKGROUND

2. SpeedCast International Limited and its affiliated debtors (the "Debtors") filed the above-captioned bankruptcy cases on April 23, 2020 (the "Petition Date").

3. Prior to the Petition Date, Inmarsat and the Debtors entered into numerous agreements (collectively, the "Agreements")[1] for the provision of satellite services that the Debtors in turn provide to their customers.

4. Post-petition, Inmarsat continued to provide services to the Debtors consistent with the terms of the Agreements and the Debtors accepted the services throughout the course of the administration of the Debtors' estates.

5. Inmarsat Solutions BV, Inmarsat Maritime Ventures Limited, Inmarsat Global

[1] Due to the volume of the Agreements and invoices, and confidentiality provisions therein, Inmarsat has not filed a copy of the Agreements or invoices with this Application. However, copies of the Agreements and invoices are in the possession of the Debtors and Inmarsat will provide copies of the Agreements and invoices to appropriate, non-competitor parties in interest upon reasonable request and execution of a confidentiality agreement.

Limited and certain of the Debtors ("Debtor Sellers")[2] entered into an Asset Sale Agreement and other Transaction Agreements for the sale of certain assets and assignment of related customer contracts from the Debtor Sellers to Inmarsat and the payment of certain amounts and the release of certain claims between the parties (such transaction, the "Inmarsat Transaction"). On December 11, 2020, the Court approved the Inmarsat Transaction.[3]

6. The Inmarsat Transaction closed and became effective at 12:01 a.m. in London, England on January 1, 2021 ("Closing Date").

7. Pursuant to the Agreements, from the Petition Date through the Closing Date, Inmarsat provided satellite services that the Debtors used to distribute services in turn to their customers. In accordance with the Agreements, including the 2016 Strategic Alliance Agreement between Inmarsat Global Limited and SpeedCast Limited (the "SAA"), as amended by the Business Transfer Agreement of 2017, and the December 31, 2019 Amendment (the "2019 Amendment"), SpeedCast Limited owes Inmarsat a "shortfall amount" for these satellite services. Inmarsat billed Debtors for the FX services provided to the Debtors at a discount that was contingent upon Debtors taking certain actions which Debtors ultimately did not take. The discount SpeedCast received in 2020 exceed $2.1 million but SpeedCast failed to meet the conditions to earn that discount, resulting in the shortfall. Specifically, pursuant to the SAA (as amended by the 2017 Business Transfer Agreement) and 2019 Amendment, the Debtors agreed that if Inmarsat billed for FX services delivered to the Debtors at that substantial discount, then

[2] The Debtor Sellers include: SpeedCast Cyprus Ltd. ("SpeedCast Cyprus"), Speedcast Germany GmbH, SpeedCast Netherlands B.V., SpeedCast Singapore Pte. Ltd., Speedcast Limited, Satellite Communications Australia Pty Ltd, Speedcast Malaysia Sdn Bhd, Speedcast France SAS, Speedcast Ghana Limited, Speedcast Energy Sdn Bhd, Speedcast Malta Limited, Globecomm Europe B.V., Telaurus Communications, LLC, Globecomm Systems SA (Pty) Ltd, Evolution Communications Group Ltd and Globecomm Network Services Corp.

[3] *Order (I) Authorizing and Approving Inmarsat Transaction, Including (A) Private Sale Free and Clear of All Liens, Claims, Encumbrances, and Other Interests, (B) Assumption and Assignment of Certain Contracts, and (C)*

the Debtors would meet minimum targets for deploying FX on new vessels by December 31, 2020 or pay a "shortfall amount." The Debtors failed to satisfy their minimum target obligations. As a result, SpeedCast Limited owes Inmarsat the "shortfall amount" in addition to the discounted amounts Debtors paid. Inmarsat Global Limited issued an invoice, Invoice No. 10145104 dated March 31, 2021,[4] to SpeedCast Limited in the shortfall amount of $2,161,890.00. The "shortfall amount" reflected in that invoice is calculated according to the formula in the SAA (as amended by the 2017 Business Transfer Agreement) because SpeedCast Limited had not yet provided the information necessary to adjust the calculation per the 31 December 2019 Amendment (the "2019 Amendment"). Inmarsat believes the amount owed may be higher based on data in the sole possession of the Debtors and Inmarsat reserves all rights to amend this amount once SpeedCast Limited provides the information it is required to provide pursuant to the Agreements.

8. In addition, between the Petition Date and March 11, 2021, Inmarsat provided satellite services that the Debtors used in order to provide services to Debtors' customers. Debtors still owe Inmarsat $2,946,671.42 on account of those post-petition services. Such amounts are reflected on the invoices identified on Exhibit A which set forth the invoice numbers which reflect the amounts owed.[5] This amount has been agreed to by the Debtors, but remains outstanding (whether due or not) and therefore is an administrative obligation of the Debtors.

9. In addition, following the Closing Date, Inmarsat provided services to customers

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Settlement and Release of Claims, (II) Approving Form and Manner of Notices of Inmarsat Transaction, and (III) Granting Related Relief [ECF No. 1071].

[4] As explained above, the Debtors are in possession of the invoices and they are not being attached hereto due to their voluminous nature and confidentiality concerns. Copies will be made available to the Court upon request.

who were prior customers of the Debtors, but who were transferred to Inmarsat pursuant to the Inmarsat Transaction. In accordance with the Asset Sale Agreement, any amounts collected by the Debtors after the Closing Date from such customers are to be remitted to Inmarsat within 14 days of receipt. Asset Sale Agreement § 14.16. Inmarsat understands that the Debtors have collected at least $2,122,584.13 which has not yet been remitted to Inmarsat.[6] This amount has been agreed to by the Debtors, but remains outstanding and therefore is an administrative obligation of the Debtors.

10. Pursuant to the confirmed Plan,[7] Administrative Expense Claims[8] "that arise in the ordinary course of the Debtor's 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 approval by the Bankruptcy Court." Plan § 2.1.[9] Other Allowed Administrative Expense Claims are to be

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[5] As explained above, the Debtors are in possession of the invoices and they are not being attached hereto due to their voluminous nature and confidentiality concerns. Copies will be made available to the Court upon request.

[6] Inmarsat reserves all rights to amend this amount should additional amounts have been collected by the Debtors that should have been remitted to Inmarsat including, but not limited to, amounts collected up to March 11, 2021.

[7] *Debtors' Third Amended Joint Chapter 11 Plan of SpeedCast International Limited and its Debtor Affiliates* (ECF No. 1394) (the "Plan"); *Findings of Fact, Conclusions of Law, and Order (I) Approving Disclosure Statement on a Final Basis, (II) Confirming Third Amended Joint Chapter 11 Plan of SpeedCast International Limited and its Debtor Affiliates, (III) Approving Plan Settlement Agreement, and (IV) Granting Related Relief* (ECF No. 1397) (the "Confirmation Order").

[8] "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." Plan § 1.1.

[9] "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

paid in full in cash, on the later of the Effective Date and the date on which the claim becomes an Allowed Claim. Plan § 2.1.

11. Although Inmarsat believes all these claims arise in the ordinary course of business and therefore Inmarsat is not required to make this filing to preserve its rights, the Notice of Effective Date[10] requires that "all requests for payment of Administrative Expense Claims must be filed with the Bankruptcy Court no later than **thirty (30) days** after the Effective Date (the "Administrative Expense Claims Bar Date")." Notice of Effective Date p. 1.[11] The Effective Date was March 11, 2021. *Id.* Therefore, Inmarsat files this Administrative Expense Claim to preserve its claims and to seek allowance of such claims to the extent it is unable to reach full agreement with the Debtors.

RELIEF REQUESTED

12. Inmarsat respectfully requests allowance of an administrative expense claim in the amount of no less than $7,231,145.55 for accrued undisputed post-petition amounts owed through March 11, 2021, under section 503(b)(1)(A) of the Bankruptcy Code.

(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." Plan § 2.1

[10] *Notice of (I) Entry of Order Approving Disclosure Statement on a Final Basis and Confirming Third Amended Joint Chapter 11 Plan of SpeedCast International Limited and Its Debtor Affiliates and (II) Occurrence of Effective Date* [ECF No. 1498] ("Notice of Effective Date").

[11] "unless otherwise provided by the Plan, the Confirmation Order, any other applicable order of the Court, or agreed to by the holder of an Allowed Administrative Expense Claim and the Debtors or Reorganized Debtors, as applicable, all requests for payment of Administrative Expense Claims must be filed with the Bankruptcy Court no later than thirty (30) days after the Effective Date (the "Administrative Expense Claims Bar Date"). Holders of Administrative Expense Claims that are required to file and serve a request for payment of such Administrative Expense Claims that do not file and serve such a request by the Administrative Expense Claims Bar Date shall be forever barred, estopped, and enjoined from asserting such Administrative Expense Claims against the Debtors, or their property and such Administrative Expense Claims shall be deemed discharged as of thirty (30) days after the Effective Date." Notice of Effective Date pp. 1-2.

13. Section 503(b)(1)(A) provides for the allowance of an administrative expense claim for the "actual, necessary costs and expenses" of the estate. 11 U.S.C. § 503(b)(1)(A). A request for priority payment of an administrative expense pursuant to § 503 qualifies if it arose post-petition and results in a direct benefit to the estate. *In re Jack/Wade Drilling, Inc.*, 258 F.3d 385, 387 (5th Cir. 2001); *Pension Benefit Guaranty Corp. v. Sunarhauserman, Inc.*, 126 F.3rd 811, 816 (6th Cir. 1997).

14. Post-petition claims for the provision or use of goods or services provided to the Debtors at the request of the Debtors and/or pursuant to non-rejected executory contracts or leases are "actual, necessary costs and expenses" of the estates. *See Toma Steel Supply, Inc. v. Transamerican Nat. Gas Corp. (In re Transamerican Nat. Gas Corp.)*, 978 F.2d 1409, 1415-16 (5th Cir. 1993); *see also* 11 U.S.C. § 365(d)(5) (requiring the debtor to timely pay all obligations arising from or after 60 days after the petition for use of personal property).

15. The Debtors' continued use of Inmarsat's services during the bankruptcy case was critical to the Debtors' business and service of customers and the post-petition amounts represent the value of the use of the services as set forth in the parties' agreements. *See N.L.R.B. v. Blidisco & Blidisco*, 465 U.S. 513, 531 (1984) ("reasonable value" of post-petition claims "may be what is specified in the contract"); *In re UTEX Communs. Corp.*, 457 B.R. 549, 569 (Bankr. W.D. Tex. 2011) (contract rate is presumptive fair market value for post-petition claims).

RESERVATION OF RIGHTS

16. Inmarsat reserves all rights with respect to this Application and under applicable law, including, but not limited to, the right to amend and/or supplement this Application at any time prior to the Court's determination of the Application, and to file additional papers with this Court as the circumstances warrant.

PRAYER

17. For the reasons set forth above, Inmarsat respectfully requests allowance of an administrative expense claim in the amount of $7,231,145.55. Inmarsat further requests any additional relief to which it may be entitled, whether at law or in equity.

Dated: April 9, 2021
Houston, Texas

Respectfully submitted,

/s/ Jason L. Boland

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Counsel to Inmarsat

Exhibit A

Inmarsat Entity	Debtor Entity	Invoice Number	Invoice Date	Due Date	Amount Owed
Amounts Currently Due					
Inm Sols (Canada) Inc	CapRock Comunicacoes do Brasil Ltda	8514779	11/30/2020	12/30/2020	$201.93
Inmarsat Sols (US) Inc	TELAURUS COMMUNICATIONS INC	8554779	11/30/2020	1/14/2021	$15,939.09
Inm Sols (Canada) Inc	CapRock Comunicacoes do Brasil Ltda	8998761	12/31/2020	1/30/2021	$3,648.92
Inmarsat Global Limited	SpeedCast Cyprus Ltd	8721316	12/15/2020	2/8/2021	$2,760.00
Inmarsat Global Limited	SpeedCast Ltd.	8721367	12/15/2020	2/8/2021	$68,310.00
Inmarsat Global Limited	Evolution Communications Limited	90260277	2/11/2021	2/11/2021	($514.17)
Inmarsat Solutions B.V.	SpeedCast Cyprus Ltd	8554903	11/30/2020	2/13/2021	$62,665.78
Inmarsat Solutions B.V.	SpeedCast Cyprus Ltd	8554918	11/30/2020	2/13/2021	$11,716.18
Inmarsat Global Limited	Evolution Communications Limited	9188758	1/14/2021	2/13/2021	$931.32
Inmarsat Inc	Telaurus Communications LLC	8967373	12/31/2020	2/14/2021	$120.00
Inmarsat Sols (US) Inc	TELAURUS COMMUNICATIONS INC	9039861	12/31/2020	2/14/2021	$15,877.25
Inmarsat Sols (US) Inc	TELAURUS COMMUNICATIONS INC	8974126	12/31/2020	2/14/2021	$1,152.18
Inmarsat Sols (US) Inc	TELAURUS COMMUNICATIONS INC	8974095	12/31/2020	2/14/2021	$179.66
Inmarsat Sols (US) Inc	TELAURUS COMMUNICATIONS INC	8974092	12/31/2020	2/14/2021	$174.00
Inmarsat Inc	TELAURUS COMMUNICATIONS INC	8974115	12/31/2020	2/14/2021	$541.85
Inmarsat Solutions B.V.	Evolution Communications Group Limi	8978766	12/31/2020	2/14/2021	$80.00
Inm Sols (Canada) Inc	Satellite Communications Australia		2/23/2021	2/23/2021	($1,033.18)
Inmarsat Global Limited	Evolution Communications Limited	90261219	2/23/2021	2/23/2021	($2,277.41)
Inmarsat Global Limited	SpeedCast Cyprus Ltd	8966503	12/31/2020	2/24/2021	$47,139.14
Inmarsat Global Limited	SpeedCast Cyprus Ltd	90261415	2/24/2021	2/24/2021	($72.74)
Inmarsat Global Limited	SpeedCast Cyprus Ltd	8967505	12/31/2020	2/24/2021	$538,032.09
Inmarsat Solutions B.V.	SpeedCast Cyprus Ltd	90251875	1/25/2021	2/24/2021	$13,160.92
Inmarsat Solutions B.V.	SpeedCast Cyprus Ltd	90251874	1/25/2021	2/24/2021	$13,779.63
Inmarsat Global Limited	SpeedCast Ltd.	8966453	12/31/2020	2/24/2021	$14,778.00
Inmarsat Global Limited	SpeedCast Ltd.	8967625	12/31/2020	2/24/2021	$264,493.40
Inmarsat Global Limited	SpeedCast Ltd.	11210100000035	12/31/2020	2/24/2021	$2,275.00
Inmarsat Global Limited	Evolution Communications Limited	8970720	12/31/2020	2/24/2021	$821,302.85
Inmarsat Global Limited	Evolution Communications Limited	11210100000015	12/31/2020	2/24/2021	$18,010.00
Inmarsat Solutions B.V.	SpeedCast Germany GmbH	8486528	11/30/2020	2/28/2021	$63.85
Inmarsat Solutions B.V.	SpeedCast Germany GmbH	8486514	11/30/2020	2/28/2021	$107.76
Inmarsat Solutions B.V.	SpeedCast Germany GmbH	8486490	11/30/2020	2/28/2021	$478.51

Inmarsat Solutions B.V.	SpeedCast Germany GmbH	8554642	11/30/2020	2/28/2021	$608.55
Inmarsat Solutions B.V.	SpeedCast Germany GmbH	8483640	11/30/2020	2/28/2021	$45.00
Inmarsat Solutions B.V.	SpeedCast Germany GmbH	8482493	11/30/2020	2/28/2021	$80.38
Inm Sols (Canada) Inc	CapRock Comunicacoes do Brasil Ltda	9417273	1/31/2021	3/2/2021	$3,471.82
Subtotal of Amounts already Due					**$1,918,227.56**
Amounts Due in Future For Services Prior to March 11, 2011					
Inmarsat Global Limited	SpeedCast Ltd.	11210200000035	1/31/2021	3/27/2021	$11,765.00
Inm Solutions AS Norway	SpeedCast Cyprus Ltd	9742046	2/28/2021	3/30/2021	$2,340.00
Inm Solutions AS Norway	SpeedCast Cyprus Ltd	9742055	2/28/2021	3/30/2021	$2,340.00
Inm Sols (Canada) Inc	CapRock Comunicacoes do Brasil Ltda	9805393	2/28/2021	3/30/2021	$2,995.09
Inmarsat Solutions B.V.	Speedcast France	9387093	1/31/2021	4/1/2021	$125.00
Inmarsat Inc	Telaurus Communications LLC	9773541	2/28/2021	4/14/2021	$120.00
Inmarsat Sols (US) Inc	TELAURUS COMMUNICATIONS INC	9849421	2/28/2021	4/14/2021	$15,199.85
Inmarsat Sols (US) Inc	TELAURUS COMMUNICATIONS INC	9780272	2/28/2021	4/14/2021	$1,109.74
Inmarsat Sols (US) Inc	TELAURUS COMMUNICATIONS INC	9780238	2/28/2021	4/14/2021	$179.66
Inmarsat Sols (US) Inc	TELAURUS COMMUNICATIONS INC	9780235	2/28/2021	4/14/2021	$174.00
Inmarsat Inc	TELAURUS COMMUNICATIONS INC	9780258	2/28/2021	4/14/2021	$393.78
Inmarsat Solutions B.V.	Evolution Communications Group Limi	9784963	2/28/2021	4/14/2021	$80.00
Inmarsat Solutions B.V.	SpeedCast Cyprus Ltd	9460928	1/31/2021	4/16/2021	$60,180.31
Inmarsat Global Limited	SpeedCast Cyprus Ltd	9773359	2/28/2021	4/24/2021	$541,108.88
Inmarsat Global Limited	SpeedCast Ltd.	9773767	2/28/2021	4/24/2021	$253,277.91
Inmarsat Global Limited	SpeedCast Ltd.	9772493	2/28/2021	4/24/2021	$14,778.00
Inmarsat Global Limited	SpeedCast Ltd.	11210300000035	2/28/2021	4/24/2021	$1,087.50
Inmarsat Solutions B.V.	Speedcast Netherlands BV	9849362	2/28/2021	4/29/2021	$2,819.64
Inmarsat Solutions B.V.	Speedcast Netherlands BV	9778076	2/28/2021	4/29/2021	$1,336.00
Inmarsat Solutions B.V.	Speedcast Netherlands BV	9777794	2/28/2021	4/29/2021	$3,584.98
Inmarsat Solutions B.V.	Speedcast Netherlands BV	9774665	2/28/2021	4/29/2021	$58.20
Inm Sols (Canada) Inc	Speedcast France	9849519	2/28/2021	4/29/2021	$3,971.52
Inmarsat Solutions B.V.	Speedcast France	9785129	2/28/2021	4/29/2021	$687.00
Inmarsat Solutions B.V.	Speedcast France	9777754	2/28/2021	4/29/2021	$156.00
Inmarsat Solutions B.V.	Speedcast France	9774927	2/28/2021	4/29/2021	$220.76

Inmarsat Solutions B.V.	Speedcast France	9774915	2/28/2021	4/29/2021	$125.00
Inmarsat Solutions B.V.	SpeedCast Germany GmbH	9388970	1/31/2021	5/1/2021	$98.66
Inmarsat Solutions B.V.	SpeedCast Germany GmbH	9388953	1/31/2021	5/1/2021	$63.85
Inmarsat Solutions B.V.	SpeedCast Germany GmbH	9460750	1/31/2021	5/1/2021	$22,879.84
Inmarsat Solutions B.V.	SpeedCast Germany GmbH	9384972	1/31/2021	5/1/2021	$60.00
Inmarsat Solutions B.V.	SpeedCast Cyprus Ltd	9849557	2/28/2021	5/14/2021	$11,931.85
Inmarsat Solutions B.V.	SpeedCast Cyprus Ltd	9849542	2/28/2021	5/14/2021	$49,361.84
Inmarsat Solutions B.V.	SpeedCast Germany GmbH	9849379	2/28/2021	5/29/2021	$22,772.23
Inmarsat Solutions B.V.	SpeedCast Germany GmbH	9849285	2/28/2021	5/29/2021	$507.79
Inmarsat Solutions B.V.	SpeedCast Germany GmbH	9776765	2/28/2021	5/29/2021	$75.00
Inmarsat Solutions B.V.	SpeedCast Germany GmbH	9776744	2/28/2021	5/29/2021	$63.85
Inmarsat Solutions B.V.	SpeedCast Germany GmbH	9776740	2/28/2021	5/29/2021	$400.13
Inmarsat Solutions B.V.	SpeedCast Germany GmbH	9773885	2/28/2021	5/29/2021	$15.00
Subtotal of Amounts Due in Future For Services Provided Prior to March 11, 2021					**$1,028,443.86**
TOTAL AMOUNT OWED					**$2,946,671.42**

CERTIFICATE OF SERVICE

I hereby certify that on April 9, 2021, a true and correct copy of the foregoing was served on all parties registered to receive electronic noice through the Court's CM/ECF automatic electronic notice system.

By: */s/ Bob B. Bruner*
Bob B. Bruner

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.	(Jointly Administered)

ORDER GRANTING INMARSAT GLOBAL LIMITED, INMARSAT SOLUTIONS B.V., INMARSAT MARITIME VENTURES LTD., INMARSAT INC., INMARSAT SOLUTIONS (US) INC., INMARSAT SOLUTIONS (CANADA) INC., AND INMARSAT SOLUTIONS AS NORWAY'S APPLICATION ALLOWANCE OF ADMINISTRATIVE EXPENSE CLAIM

[Relates to Dkt. No.____]

Upon consideration of the *Application for Allowance of Administrative Expense Claim* (the "Application"), of (i) Inmarsat Global Limited, (ii) Inmarsat Solutions B.V., (iii) Inmarsat Maritime Ventures, Ltd., (iv) Inmarsat Inc., (v) Inmarsat Solutions (US) Inc., (vi) Inmarsat Solutions (Canada) Inc., and (vii) Inmarsat Solutions AS Norway(collectively, "Inmarsat"),[12] and after finding that good and sufficient notice has been given, and that no other or further notice is necessary; and after considering objections, if any, to the relief requested in the Application, and the record before the Court; and after due deliberation and sufficient cause appearing therefore, the Court therefore GRANTS the Application for the reasons set forth therein; it is therefore

ORDERED that the Application is granted; and it is further

ORDERED that Inmarsat is allowed an administrative expense claim under Bankruptcy Code section 503(b)(1)(A) in the amount of $7,231,145.55; and it is further

ORDERED that the Court shall retain jurisdiction over any matter or dispute arising from

[12] Capitalized terms not defined herein shall have the meaning set forth in the Application.

or relating to the implementation of this Order.

SIGNED: _____

THE HONORABLE MARVIN ISGUR
UNITED STATES BANKRUPTCY
JUDGE

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)**
Reorganized Debtors.[1]	§	

REORGANIZED DEBTORS' LIMITED OBJECTION TO INMARSAT'S APPLICATION FOR ALLOWANCE OF ADMINISTRATIVE EXPENSE CLAIM

SpeedCast International Limited and its debtor affiliates, as reorganized debtors (the "**Debtors**" and as reorganized the "**Reorganized Debtors**"), file this limited objection ("**Objection**") to the *Application for Allowance of Administrative Expense Claim* [ECF No. 1532] ("**Application**") filed by Inmarsat Global Limited, Inmarsat Solutions B.V., Inmarsat Maritime Ventures Ltd., Inmarsat Inc., Inmarsat Solutions (US) Inc., Inmarsat Solutions (Canada) Inc., and Inmarsat Solutions as Norway (collectively, "**Inmarsat**"). In support of this Objection, the Reorganized Debtors submit the *Declaration of David Ross* (the "**Ross Declaration**"), filed contemporaneously herewith, and respectfully represent the matters set forth below.

Objection Summary

1. The Reorganized Debtors object to any request for "shortfall amounts" allegedly owed to Inmarsat under the parties' now-terminated Strategic Alliance Agreement (the "**Shortfall Amounts**") and any Deferred Completion Payments[2] that do not comport with the

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

[2] All capitalized terms not otherwise defined in this Objection Summary shall have the meanings ascribed to them in the Application or below, as applicable.

parties' April 1, 2021 agreement. As explained below, any claim by Inmarsat for the Shortfall Amounts was expressly released and discharged "absolutely, irrevocably and unconditionally" under the Deed of Termination and Release entered into between the parties on January 1, 2021 (the "**Termination Agreement**"). Inmarsat agreed in the Termination Agreement that: (a) the Strategic Alliance Agreement was validly terminated; (b) Inmarsat had no continuing rights under that agreement; and (c) the Reorganized Debtors owed no continuing obligations, including for any "Shortfall Amounts." Further, the *amount* of Deferred Completion Payments, as reconciled by the parties' recent agreement, totals no more than $2,065,837.88—or $880,883.54 less than the amount sought in Inmarsat's Application.

2. Any requests for Shortfall Amounts owing under the Strategic Alliance Agreement should be denied, the Deferred Completion Payments should be limited based on the parties' agreement, and Inmarsat's allowed administrative expense claim should total no more than $4,188,422.01.

Relevant Background

3. On April 23, 2020 (the "**Petition Date**"), each of the Debtors commenced with this Court a voluntary case under chapter 11 of the Bankruptcy Code. The Reorganized Debtors continue to operate their business and manage their properties pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

A. Purported "Shortfall Amounts" Owing for Services Provided under the MSAs

4. Prior to the Petition Date, certain of the Debtors entered into agreements whereby Inmarsat would provide satellite services, including FleetBroadband and Fleet Xpress services, that the Debtors subsequently provided to their customers (the "**Services**"). Such agreements included, among others, the Master Supply Agreement between Inmarsat Global Limited and Speedcast Limited, effective November 1, 2018 (the "**Hong Kong MSA**"), and the

Global Xpress Subscription Services Agreement entered into between Inmarsat Global Limited and SRH Marine Electronics S.A, dated April 16, 2015 (the "**Cyprus MSA**," and together, the "**MSAs**").[3] The majority of Services provided postpetition were pursuant to these specific MSAs, which set forth the Services to be provided by Inmarsat to the Debtors, the charges for the Services, and the parties' respective obligations. *See* Cyprus MSA at Annexes 0-1 (Product and Service Description(s)), Annex 2 (Wholesale Prices and Payment Terms), and §§ 3-4; Hong Kong MSA Schedule 1 (products and services) and §§ 2-3 and 6 (applicable charges). The Debtors continued to receive Services from Inmarsat after the Petition Date per the MSAs' terms.

5. The parties separately entered into a Strategic Alliance Agreement effective June 10, 2016, as amended by the Business Transfer Agreement of 2017 (the "**Strategic Alliance Agreement**"). The Strategic Alliance Agreement provided for discounted pricing for the Services provided by Inmarsat under the MSAs. It also provided for the Debtors to meet certain minimum targets for deploying FX Services on new vessels at the end of each calendar year. *See* Strategic Alliance Agreement at Schedule A § A(2).

6. No Services were provided, or contemplated to be provided, directly under the Strategic Alliance Agreement. *See generally, id.*; *see also* Ross Decl. ¶ 7. The Services were expressly described in and controlled by the underlying MSAs. *Id.* ¶ 6. As reflected in the invoices provided by Inmarsat, all Services provided to the Debtors from the Petition Date through December 31, 2020 were paid in the normal course according to the rates dictated by the MSAs and as adjusted by the Strategic Alliance Agreement. Ross Decl. ¶ 8.

[3] Similar to the Application, the Reorganized Debtors are not filing copies of the agreements referenced in this Objection at this time due to their volume and the confidentiality provisions contained therein. Copies of the agreements and corresponding invoices are in Inmarsat's possession, and the Reorganized Debtors will provide copies of any agreements or invoices to the Court upon request and to non-competitor third parties in interest upon reasonable request and execution of confidentiality agreements.

7. As referenced in the Application, the parties recently entered into various transaction agreements—including the Asset Sale Agreement dated November 13, 2020 ("**ASA**")—to effect the sale of certain assets and assignment of related customer contracts from the Debtor Sellers to Inmarsat in exchange for an agreed payment from Inmarsat and a mutual release of claims between the parties (the "**Inmarsat Transaction**"). The Court approved the Inmarsat Transaction on December 11, 2020, and it became effective January 1, 2021 (the "**Closing Date**"). As part of that global commercial agreement, the parties entered into the Termination Agreement, which was effective as of the Closing Date. In the Termination Agreement, the parties agreed to terminate their then-existing agreements, including the Strategic Alliance Agreement and any obligations or rights existing under the same, and Inmarsat irrevocably released any and all rights—past, present, or future—under the Strategic Alliance Agreement, including any claims for payment under the same. *See* Termination Agreement §§ 2.1(a), 2.1(b), and 2.6.

8. The only "Surviving Agreement"—as defined by the Termination Agreement—was the Hong Kong MSA. *See* Termination Agreement § 1.1.

B. Transition Payments and Deferred Completion Payments

9. The Reorganized Debtors and Inmarsat agreed to certain go-forward payments, including payments related to Inmarsat's satellite services collected by Speedcast from the Debtors' prior customers after the Closing Date (the "**Transition Payments**"). Ross Decl. ¶ 9. As of this Objection, the Transition Payments total $2,122,584.13, as referenced in the Application. *Id.* ¶ 12.

10. The Debtors also agreed to pay outstanding invoices for certain, ongoing satellite services provided by Inmarsat pursuant to the ASA, as subsequently adjusted by the

parties' agreement in April 2021 ("**Deferred Completion Payments**"). Ross Decl. ¶¶ 9-10. The Reorganized Debtors do not contest that the Deferred Completion Payments qualify as an allowed administrative expense pursuant to section 503 of the Bankruptcy Code. Pursuant to the parties' agreement and the offsets and reconciliations provided pursuant to the same, the current amount of Deferred Completion Payments owed to Inmarsat total no more than $2,065,837.88. *Id.* ¶ 11.

Jurisdiction

11. The Court has jurisdiction to consider this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

Argument

12. Section 503 of the Bankruptcy Code allows for "the actual, necessary costs and expenses of preserving the estate[.]" 11 U.S.C. § 503(b)(1)(A). "The claimant seeking administrative expenses bears the burden of proof." *Nabors Offshore Corp. v. Whistler Energy II, L.L.C. (In re Whistler Energy II, L.L.C.)*, 931 F.3d 432, 441 (5th Cir. 2019) (citation omitted).

13. As noted in the Application, the Plan instructs that the Debtors or the Reorganized Debtors, as applicable, will pay Administrative Expense Claims "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***." Plan § 2.1 (emphasis added).[4]

14. As explained above, the Strategic Alliance Agreement was terminated as of the Closing Date. Termination Agreement § 2.1(a). As part of the Inmarsat Transaction, Inmarsat

[4] *See generally, Debtors' Third Amended Joint 11 Plan of SpeedCast International Limited and Its Debtor Affiliates* [ECF No. 1394].

fully and finally released the Reorganized Debtors from any claims arising under the Strategic Alliance Agreement. This includes, but is not limited to, the purported "Shortfall Amounts." Termination Agreement § 2.6. Further, Inmarsat similarly acknowledged and agreed that it had no further rights, and the Reorganized Debtors had no further obligations, under the now-terminated Strategic Alliance Agreement. Termination Agreement § 2.1(b). In short, there is no surviving, existing agreement that supports Inmarsat's administrative expense claim for $2,161,890.00 in Shortfall Amounts. *Cf.* Application ¶ 7.

15. Inmarsat's argument appears to rest on a faulty assertion that such Shortfall Amounts constitute "Permitted Claims" under the Termination Agreement. *See* Termination Agreement §§ 1.1 and 2.2. However, to qualify as a "Permitted Claim," the Shortfall Amounts must constitute a "claim[ ] for payment by an Inmarsat Entity ***for services delivered by the relevant Inmarsat Entity*** to a Speedcast Entity after 23 April 2020 ***under,*** and otherwise on the terms of [***the Strategic Alliance Agreement***]. . . ." *Id.* § 1.1 (emphasis added). As explained above, no Services were provided by any Inmarsat entity to any Debtor or Reorganized Debtor ***under*** the Strategic Alliance Agreement. All Services were provided pursuant to the MSAs, and all such amounts have been paid in full. Ross Decl. ¶¶ 6-8. Accordingly, the Reorganized Debtors object to the entirety of the $2,161,890.00 in alleged Shortfall Amounts asserted in the Application because any such claim to those payments were expressly released by Inmarsat as part of the overall Inmarsat Transaction and are not supported by a surviving, enforceable agreement. Termination Agreement §§ 2.1(a), (b).

16. Moreover, as explained in detail in the Ross Declaration, the parties agreed to a reconciliation process for the Deferred Completion Payments. Ross Decl. ¶¶ 9-11. Specifically, Inmarsat's asserted amount in the Application neglects to include certain offsets

provided for under sections 10.1, 24.21, and 24.22 of the ASA and the parties' April 1, 2021 agreement regarding the same, as further adjusted on April 9, 2021. *Id.* Thus, the Reorganized Debtors object, in part, to any claims for Deferred Completion Payments totaling more than $2,065,837.88, as calculated by the parties' recent agreement. *See id.*

Prayer

17. For the reasons set forth above, the Reorganized Debtors respectfully request that Inmarsat be granted an allowed administrative expense claim totaling no more than $4,188,422.01. The Reorganized Debtors further request any additional relief to which they may be entitled, whether at law or in equity.

Dated: April 30, 2021
Houston, Texas

Respectfully submitted,

/s/ Alfredo R. Pérez

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Attorneys for Reorganized Debtors

Certificate of Service

I hereby certify that on April 30, 2021, 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 and served on counsel for Inmarsat.

/s/ Alfredo R. Pérez
Alfredo R. Pérez

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)**
Reorganized Debtors.[1]	§	

DECLARATION OF DAVID ROSS

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

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

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

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

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

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

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

Objection to Inmarsat Application

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

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

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

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

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

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

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

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

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

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

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

Dated: April 30, 2021
Aberdeen, Scotland, UK

/s/ David Ross
Name: David Ross
Title: Vice President Finance

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

In re:	§	
	§	CASE NO. 20-32243 (MI)
SpeedCast International Limited, et al.,	§	
	§	Chapter 11
Debtors.[1]	§	
	§	(Jointly Administrated)
	§	

NOTICE OF HEARING ON INMARSAT GLOBAL LIMITED, INMARSAT SOLUTIONS B.V., INMARSAT MARITIME VENTURES LTD., INMARSAT INC., INMARSAT SOLUTIONS (US) INC., INMARSAT SOLUTIONS (CANADA) INC., AND INMARSAT SOLUTIONS AS NORWAY'S, APPLICATION FOR ALLOWANCE OF ADMINISTRATIVE EXPENSE CLAIM

PLEASE TAKE NOTICE that on April 9, 2021, Inmarsat Global Limited, Inmarsat Solutions B.V., Inmarsat Maritime Ventures, Ltd., Inmarsat Inc., Inmarsat Solutions (US) Inc., Inmarsat Solutions (Canada) Inc., and Inmarsat Solutions AS Norway filed an *Application for Allowance of Administrative Expense Claim* (the "Application") [Dkt. No. 1532].

PLEASE TAKE FURTHER NOTICE that the hearing on the Application previously scheduled for May 20, 2021, at 9:30 a.m. (prevailing Central Time) has been reset to **June 17, 2021, at 9:00 a.m**. (prevailing Central Time) before The Honorable Marvin Isgur, United States Bankruptcy Judge, Courtroom 404, 515 Rusk, Houston, Texas 77002.

PLEASE TAKE FURTHER NOTICE that audio communication will be by use of the Court's dial-in facility. You may access the facility at (832) 917-1510. You will be responsible for your own long-distance charges. Once connected, you will be asked to enter the conference room number. Judge Isgur's conference room number is 954554. You may view video via

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

GoToMeeting. To use GoToMeeting, the Court recommends that you download the free GoToMeeting application. To connect, you should enter the meeting code "JudgeIsgur" in the GoToMeeting app or click the link on Judge Isgur's home page on the Southern District of Texas website. Once connected, click the settings icon in the upper right corner and enter your name under the personal information setting.

PLEASE TAKE FURTHER NOTICE that hearing appearances must be made electronically in advance of the hearing. To make your electronic appearance, go to the Southern District of Texas website and select "Bankruptcy Court" from the top menu. Select "Judges' Procedures," then "View Home Page" for Judge Isgur. Under "Electronic Appearance" select "Click here to submit Electronic Appearance." Select the case name, complete the required fields, and click "Submit" to complete your appearance.

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Dated: May 3, 2021
Houston, Texas

Respectfully submitted,

NORTON ROSE FULBRIGHT US LLP

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Counsel to Inmarsat

CERTIFICATE OF SERVICE

I certify that on May 3, 2021, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas on all parties registered to receive such service.

/s/ Maria Mokrzycka
Maria Mokrzycka

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)**
Reorganized Debtors.[1]	§	

JOINT STATUS UPDATE FOR JUNE 17, 2021 HEARING

SpeedCast International Limited and its debtor affiliates, as reorganized debtors (the "**Debtors**" and as reorganized the "**Reorganized Debtors**"), and Inmarsat Global Limited, Inmarsat Solutions B.V., Inmarsat Maritime Ventures Ltd., Inmarsat Inc., Inmarsat Solutions (US) Inc., Inmarsat Solutions (Canada) Inc., and Inmarsat Solutions as Norway (collectively, "**Inmarsat**," and together with the Reorganized Debtors, the "**Parties**") file this Joint Status Update ("**Update**") in advance of the hearing set for June 17, 2021 (the "**Hearing**"), and respectfully state the matters set forth below.

1. Inmarsat filed its *Application for Allowance of Administrative Expense Claim* [ECF No. 1532] ("**Application**") on April 9, 2021, seeking an administrative expense claim totaling $7,231,145.55. The Reorganized Debtors responded by filing their *Limited Objection to Inmarsat's Application for Allowance of Administrative Expense Claim* [ECF No. 1562] ("**Limited Objection**") and the *Declaration of David Ross* [ECF No. 1563] ("**Ross Declaration**") on April 30, 2021.

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

2. Since filing the Application and Limited Objection, the Parties have served targeted discovery and engaged in various conferences in attempts to narrow the issues in dispute. As of this Update, the Parties believe that they will be able to resolve all of the outstanding issues other than whether any "shortfall amounts" are due and owing to Inmarsat from the Reorganized Debtors (the "**Shortfall Amounts**") pursuant to the 2016 Strategic Alliance Agreement between Inmarsat Global Limited and SpeedCast Limited ("**SAA**") and the Deed of Termination and Release dated January 1, 2021 ("**Termination Agreement**").

3. The Parties disagree as to whether the Shortfall Amounts were released as part of the larger January 1, 2021 global, commercial transaction—specifically, under the Termination Agreement—and, therefore, constitute "Released Claims" (the Reorganized Debtors' position) or whether such claims for payment were retained as "Permitted Claims" as defined in the Termination Agreement (Inmarsat's position). The Parties agree this is a threshold contract interpretation issue that should be addressed by the Court without need for an extensive evidentiary hearing. The Parties will be prepared to address any questions about the threshold issue at the Hearing (i.e., issues related to the SAA, the Termination Agreement, or the services giving rise to any potential Shortfall Amounts). Should the Parties be able to resolve all other outstanding issues other than in respect of the Shortfall Amounts, then the Parties agree it is in all parties' best interest to address only the threshold legal issue at the Hearing.

Dated: June 14, 2021
Houston, Texas

Respectfully submitted,

/s/ Paul R. Genender

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Counsel to Inmarsat

Certificate of Service

I hereby certify that on June 14, 2021, 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 and served on counsel for Inmarsat.

/s/ Alfredo R. Pérez
Alfredo R. Pérez

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.	(Jointly Administered)

INMARSAT RESPONSE TO REORGANIZED DEBTORS' LIMITED OBJECTION TO APPLICATION FOR ALLOWANCE OF ADMINISTRATIVE EXPENSE CLAIM
[RELATES TO DKT. NOS. 1532 & 1562]

Inmarsat Global Limited, Inmarsat Solutions B.V., Inmarsat Maritime Ventures Ltd., Inmarsat Inc., Inmarsat Solutions (US) Inc., Inmarsat Solutions (Canada) Inc., and Inmarsat Solutions as Norway (collectively, "Inmarsat") file this response to the Limited Objection (the "Limited Objection") of Reorganized Debtors to Inmarsat's Application for Allowance of an Administrative Expense Claim (Reorganized Debtors, their predecessors and affiliates are collectively referred to as "Speedcast").

Reorganized Debtors' Limited Objection to Inmarsat's administrative expense claim is that the claim does not "comport with the parties' April 1, 2021 agreement." Dkt. 1562 at ¶ 1. Inmarsat's claim falls into two categories, neither of which was resolved by any "April 1, 2021 agreement." The first category, which Reorganized Debtors call "Transition Payments" and "Deferred Completion Payments," *id*. at ¶¶ 9-10, are amounts that Reorganized Debtors admit that they agreed to pay Inmarsat but have not yet paid. The parties have reached agreement on the amounts due to Inmarsat on this category of the administrative expense claim (Dkt. 1628), and the parties have agreed that the Court need not consider this category of the administrative expense claim at the June 17, 2021 hearing. The second category, which the parties call the "Shortfall Amount," *id*. at ¶ 1, is the focus of this Reply and the issue for the June 17, 2021 hearing.

REORGANIZED DEBTORS SHOULD PAY THE SHORTFALL AMOUNTS FOR THE FLEETXPRESS SERVICES THEY PURCHASED THROUGH DECEMBER 31, 2020

1. Inmarsat operates a satellite network that provides near-global communications services to remote locations, including ships at sea, planes in the air and enterprises on land. Declaration of Steven Burnett ("Burnett Declaration") at ¶ 6.

2. Speedcast was a leading distributor of Inmarsat maritime services for many years. When Inmarsat launched a new maritime service, Fleet Xpress ("FX"), Inmarsat and Speedcast (collectively, the "Parties") entered into a Strategic Alliance Agreement ("SAA") in 2016 for Inmarsat's FX services. The SAA provided Speedcast with a 30% discount on FX in return for a take-or-pay commitment to install FX on a minimum number of vessels by the end of each year. Speedcast twice agreed to increase the take-or-pay commitment: (i) in 2017 when Inmarsat transferred hundreds of customer contracts to Speedcast, and (ii) again on December 31, 2019 when Inmarsat agreed to forgive $5 million in Speedcast debts. Burnett Declaration at ¶ 8, *see also* Exhibits A-D. Under the December 31, 2019 amendment, Speedcast's take-or-pay commitment would be based in part on minimum proportions of Speedcast's new vessel installations and contract renewals.

3. By the end of 2020, Speedcast had installed FX only on 979 vessels, instead of the 1450 vessels required by the SAA prior to the December 31, 2019 amendment, much less the greater commitment level provided for in that amendment. Burnett Declaration at ¶ 11. Speedcast nevertheless was billed at the 30% discount, receiving a cumulative 2020 FX discount of $4.1 million. Burnett Declaration at ¶ 12. When Speedcast had failed to meet the "take" portion of the take-or-pay provisions of the SAA at the end of 2020, Reorganized Debtors became obligated to "pay" the Shortfall Amount.

4. To calculate the Shortfall Amount properly under the December 31, 2019 amendment, Reorganized Debtors must provide Inmarsat with data about FX usage during the relevant period. December 31, 2019 Amendment, § 3.8.1 (Burnett Declaration, Exhibit C). Inmarsat is confident that the Shortfall Amount can be calculated with precision once Reorganized Debtors provide this information.[1]

5. Reorganized Debtors contend that the Shortfall Amount is not a Permitted Claim for which Inmarsat is entitled to payment because the FX services were delivered "under" the Master Supply Agreements ("MSAs") between Inmarsat and Speedcast, and not under the SAA. Reorganized Debtors' Limited Objection at ¶ 15.

6. Reorganized Debtors' argument fails to consider that, but for the SAA, Speedcast would not have been billed – and would not have paid – at a 30% discount to Inmarsat's FX wholesale price. Having received discounted FX and having collected from their customers for providing the Debtors' customers with FX services, Reorganized Debtors cannot deny that the SAA applies while pocketing the $4.1 million discount that they only received by reason of the SAA.

7. Reorganized Debtors argue that the Administrative Expense Claim is not allowed under the parties Deed of Termination and Release, which was an ancillary document in the transaction in which Inmarsat acquired most of Speedcast's FX and other Inmarsat maritime services customers on January 1, 2021. In the Deed of Termination and Release, the Parties agreed to terminate the Strategic Alliance Agreement and most of their other distribution agreements

[1] Reorganized Debtors had not provided this information to Inmarsat at the time Administrative Expense Claims were due to be filed, so Inmarsat sent Speedcast an invoice for the preliminary "Shortfall Amount" of $2,161,890, and filed its Administrative Expense Claim using the formula under the Strategic Alliance Agreement prior to the December 31, 2019 amendment. Inmarsat reserved the right to supplement its Claim when Reorganized Debtors provided the data under § 3.8.1. Burnett Declaration at ¶¶ 13-15. Inmarsat also formally requested the data Speedcast was required to provide under the contract, and served discovery requests for the data as well. Reorganized Debtors, however, have refused to provide the data.

effective on January 1, 2021, but the parties also agreed that Inmarsat could still bring a "Permitted Claim" under a terminated agreement for "**claims for payment by an Inmarsat Entity for services delivered** by the relevant Inmarsat Entity to a Speedcast Entity after 23 April 2020 **under, and otherwise on the terms of, any Existing Agreement** . . ." Deed of Termination and Release at 5 (Burnett Declaration Exhibit E, emphasis added).[2]

8. Inmarsat delivered the FX services "under, and otherwise on the terms of" both the MSAs and the SAA. While the MSAs authorized Speedcast to purchase FX services, the SAA provided the critical price term. Without the SAA, Speedcast would have paid $4.1 million more for FX in 2020. Accordingly, Inmarsat provided the FX services to Speedcast "under, and otherwise on the [price] terms of" the SAA, namely a 30% discount premised on the take-or-pay provisions of the SAA. For that reason, Inmarsat's claim for the Shortfall Amount is a Permitted Claim under the Deed of Termination and Release.

9. Speedcast benefitted substantially from the 30% discount on FX. Mr. Burnett determined that Speedcast would have paid $8.7 million more for FX without the discount since 2016. Burnett Declaration at ¶ 15. In 2020 alone, Speedcast would have paid $4.1 million more without the 30% discount. The discount derives entirely from the SAA, which Reorganized Debtors concede is defined as an Existing Agreement under the Deed of Termination and Release and therefore the basis for a Permitted Claim.

10. Reorganized Debtors also argue that the Shortfall Amount was not reflected in an "April 1, 2021 agreement" and therefore should not be subject to an administrative expense claim. While the parties were working in good faith to resolve open issues, there was no "April 1, 2021

[2] The Deed of Termination and Release expressly provides that the Strategic Alliance Agreement is an "Existing Agreement" and Reorganized Debtors do not contest this point. Deed of Termination and Release at 4 (Burnett Declaration, Exhibit E).

agreement." Burnett Declaration at ¶ 17. Reorganized Debtors did not attach any "agreement" to their Limited Objection.

11. The parties continued to work on a definitive agreement during April and May, 2021, ultimately providing for a net payment of $89,292 from Speedcast to Inmarsat for the Transition Payments and Deferred Completion Payments that they expect to resolve in June 2021. Burnett Declaration at ¶¶ 17-18 & Exhibit G. Even had the parties reached an "agreement" on April 1 – which they had not – the process of resolving the Transition Payments and Deferred Completion Payments was separate from, and has no bearing upon, the Shortfall Amount. Burnett Declaration at ¶ 17.

12. Inmarsat respectfully requests that its Administrative Expense Claim for the Shortfall Amount be allowed and that Reorganized Debtors be instructed to provide Inmarsat with the data necessary to calculate the Shortfall Amount within seven (7) days.

[*Signature page follows*]

Dated: June 14, 2021
Houston, Texas

Respectfully submitted,

/s/ Jason L. Boland

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Counsel to Inmarsat

CERTIFICATE OF SERVICE

I hereby certify that on June 14, 2021, a true and correct copy of the foregoing was served on all parties registered to receive electronic notice through the Court's CM/ECF automatic electronic notice system.

By: */s/ Jason L. Boland*
Jason L. Boland

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

In re: SpeedCast International Limited, *et al.*, Debtors.	Chapter 11 Case No. 20-32243 (MI) (Jointly Administered)

DECLARATION OF STEVEN BURNETT

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

1. I am the Vice President of Finance for Inmarsat's Maritime business unit.

2. I effectively function as the Chief Financial Officer for Inmarsat's Maritime business. I am familiar with Inmarsat's relationship with Reorganized Debtors. I took the financial lead for Inmarsat in negotiating the acquisition of certain maritime assets of Reorganized Debtors in a transaction that closed January 1, 2021. Since that time, I have also taken the financial lead for Inmarsat in resolving several post-acquisition issues.

3. I submit this declaration (the "Declaration") in support of Inmarsat's Application for Allowance of Administrative Expense Claim (the "Application"), filed on April 9, 2021 by Inmarsat Global Limited, Inmarsat Solutions B.V., Inmarsat Maritime Ventures, Ltd., Inmarsat Inc., Inmarsat Solutions (US) Inc., Inmarsat Solutions (Canada) Inc., and Inmarsat Solutions AS Norway (collectively, "Inmarsat").

4. Unless otherwise indicated, the facts in this Declaration are based upon my personal knowledge, including my personal knowledge of Inmarsat's current operations and financial performance, as well as their relationship and agreements with the Reorganized Debtors;

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

5. If called upon to testify, I could and would competently testify to the facts set forth in this Declaration.

Background

6. Inmarsat operates a satellite network that provides near-global communications services to ships at sea, planes in the air and enterprises on land. Inmarsat sells its satellite services on a wholesale basis to distributors, and on a retail basis directly to end-users. For many years, Reorganized Debtors and their predecessors and affiliates (collectively, "Speedcast") were among the largest distributors of Inmarsat's Maritime services, include Fleetbroadband and FleetXpress ("FX") services.

7. When Inmarsat was preparing to launch its FX services it entered into take-or-pay agreements with Speedcast and other significant maritime distributors. The essence of these agreements was that Inmarsat provided a substantial discount off the wholesale FX price in return for distributors committing to initiate the new FX service on a significant number of vessels each year.

8. Inmarsat and Speedcast (collectively, the "Parties") entered into the Strategic Alliance Agreement effective June 10, 2016 (Exhibit A). Inmarsat agreed to give Speedcast a 30% discount on FX services in return for Speedcast agreeing to install FX services on a substantial of new vessels each year. Speedcast agreed to increase its annual commitments to install FX on vessels under the Strategic Alliance Agreement (i) in 2017 with the Business Transfer Agreement (Exhibit B), and (ii) on December 31, 2019, when Inmarsat agreed to forgive $5 million of

Speedcast debts in return for Speedcast increasing its commitments to initiate FX services (Exhibits C and D).

9. After filing for bankruptcy, Speedcast decided to sell its Inmarsat distribution business. Since Inmarsat owned and operated the satellite network, and had its own retail business of selling services directly to end-users, Inmarsat was a logical buyer. The Parties entered into an Asset Sale Agreement, with Inmarsat purchasing most of Speedcast's contracts to sell Fleetbroadband and FX services, on November 13, 2020 ("ASA").

10. The Asset Sale Agreement closed on January 1, 2021. On the same date, the Parties entered into a Deed of Termination and Release that terminated all but one of the distribution agreements between the Parties effective on the closing date (Exhibit E). Speedcast was liable to pay for all services from Inmarsat through the closing date, and Inmarsat released most other claims.

Strategic Alliance Agreement Shortfall Amount

11. Under the Strategic Alliance Agreement, prior to the December 31, 2019 amendment, Speedcast was obligated to have FX on at least 1450 vessels by December 31, 2020, or to pay a "Shortfall Amount." However, Speedcast had initiated service on only 979 vessels by December 31, 2020. Speedcast got the benefit of the discount throughout 2020. The obligation to pay the Shortfall Amount matured on December 31, 2020, prior to the Strategic Alliance Agreement terminating on January 1, 2021.

12. Under the Strategic Alliance Agreement, prior to the December 31, 2019 amendment, the Shortfall Amount was $2,161,890. By contrast, the 30% discount that Speedcast received on FX vessels throughout 2020 was $4.1 million, and the discount Speedcast received on FX services since the inception was $8.7 million.

13. The December 31, 2019 amendments generally increased Speedcast's commitment to initiate FX on additional vessels. However, Inmarsat cannot calculate the Shortfall Amount without Speedcast data that Speedcast is obligated to provide under the contract, but has refused to do so. This Amendment recognizes that the necessary data will come from Speedcast, and gives Inmarsat audit rights. December 31, 2019 Amendment at § 3.8.1 (Exhibit C).

14. I sent Speedcast a provisional invoice for the Shortfall Amount of $2,161,890 under the old version of the Strategic Alliance Agreement on April 6, 2021 and asked Speedcast to provide the data necessary to calculate the Shortfall Amount under the December 31, 2019 Amendment (Exhibit F).

15. I understand that Speedcast has contested its obligation to pay the Shortfall Amount, contending that Inmarsat's claim is precluded by the Deed of Termination and Release. I will let the lawyers make the legal arguments on this point. I want to note two points from my financial perspective. First, since Speedcast got the benefit of the 30% discount, which was worth $4.1 million in 2020, and $8.7 million since inception, Speedcast should pay the Shortfall Amount calculated under the December 31, 2019 amendment once Speedcast provides the necessary data. From a financial perspective, it makes no sense for Speedcast to get the benefit of the $4.1 million discount, fail to meet its commitment to install FX services on 1450 vessels by December 31, 2020, and avoid paying the Shortfall Amount. Second, the Deed of Termination and Release provided that Inmarsat could still maintain a "Permitted Claim" for the Shortfall Amount because that is a "claim[ ] for payment by an Inmarsat Entity for **services delivered** by the relevant Inmarsat Entity to a Speedcast Entity after 23 April 2020 **under, and otherwise on the terms of, any Existing Agreement** . . ." (emphasis added). The Strategic Alliance Agreement was an "Existing Agreement" that provided the critical price term for the FX services delivered by Inmarsat to

Speedcast. The FX services were delivered "under, or otherwise on the terms of" the SAA. Without the SAA discount, Speedcast would have paid $4.1 million more in 2020 for FX services (and $8.7 million more since inception).

Other Portions of Inmarsat's Administrative Claim

16. As discussed above, the Asset Sale Agreement ("ASA") completed on January 1, 2021, with Inmarsat buying Speedcast's assets related to the sale of Inmarsat satellite services. The ASA provided that Inmarsat would make a second payment, nominally 15 days after Completion, for some of the Speedcast accounts receivable through December 31, 2020, to be offset by amounts Speedcast owed Inmarsat.

17. However, by mid-January, several issues had arisen which precluded finalizing the amounts. The parties worked together to resolve the outstanding issues (other than the Shortfall Amount issue). There was no agreement on or around April 1 to resolve any portion of the administrative claim. Indeed, Mr. Ross and I continued to work through the open issues during April and May 2021.

18. Other than the Shortfall Amount, Mr. Ross (Speedcast VP Finance) and I have agreed on a reconciliation of the amounts in Inmarsat's administrative claim and certain offsets from Speedcast, as well as other certain other amounts owed by the Parties through April 30, 2021, subject to documentation of the agreement (Exhibit G). The Parties have exchanged drafts documenting this agreement. Accordingly, assuming the Parties complete their documentation of this agreement, this court should only need to decide the Shortfall Amount issue.

June 14, 2021
London, England

/s/ Steven Burnett
Steven Burnett
Vice President, Finance

Exhibits

A – 2016 SAAA – 2016 SAA

B – 2017 BTA

C – 12/31/19 SAA Amendment

D – $5M Credit Notes

E – Deed of Termination and Release

F – ToP Invoice and calculation

G – Ross/Burnett email exchange

EXHIBIT A

(Exhibit Filed Under Seal)

EXHIBIT B

(Exhibit Filed Under Seal)

EXHIBIT C

(Exhibit Filed Under Seal)

EXHIBIT D

(Exhibit Filed Under Seal)

EXHIBIT E

(Exhibit Filed Under Seal)

EXHIBIT F

(Exhibit Filed Under Seal)

EXHIBIT G

(Exhibit Filed Under Seal)

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

In re:	Chapter 11
SpeedCast International Limited, *et al.*,[1]	Case No. 20-32243 (MI)
Debtors.	(Jointly Administered)

INMARSAT GLOBAL LIMITED, INMARSAT SOLUTIONS B.V., INMARSAT MARITIME VENTURES LTD., INMARSAT INC., INMARSAT SOLUTIONS (US) INC., INMARSAT SOLUTIONS (CANADA) INC., AND INMARSAT SOLUTIONS AS NORWAY'S UNOPPOSED EMERGENCY MOTION FOR AUTHORIZATION TO FILE EXHIBITS TO THE DECLARATION OF STEVEN BURNETT UNDER SEAL

EMERGENCY RELIEF HAS BEEN REQUESTED. A HEARING WILL BE CONDUCTED ON THIS MATTER ON THURSDAY, JUNE 17, 2021 AT 9:00 AM IN COURTROOM 404, 4TH FLOOR, 515 RUSK, HOUSTON TX, 77002. IT IS ANTICIPATED THAT ALL PERSONS WILL APPEAR TELEPHONICALLY AND ALSO MAY APPEAR VIA VIDEO AT THIS HEARING.

AUDIO COMMUNICATION WILL BE BY USE OF THE COURT'S DIAL-IN FACILITY. YOU MAY ACCESS THE FACILITY AT (832) 917-1510. YOU WILL BE RESPONSIBLE FOR YOUR OWN LONG-DISTANCE CHARGES. ONCE CONNECTED, YOU WILL BE ASKED TO ENTER THE CONFERENCE ROOM NUMBER. JUDGE ISGUR'S CONFERENCE ROOM NUMBER IS 954554. YOU MAY VIEW VIDEO VIA GOTOMEETING. TO USE GOTOMEETING, THE COURT RECOMMENDS THAT YOU DOWNLOAD THE FREE GOTOMEETING APPLICATION. TO CONNECT, YOU SHOULD ENTER THE MEETING CODE "JUDGEISGUR" IN THE GOTOMEETING APP OR CLICK THE LINK ON JUDGE ISGUR'S HOME PAGE ON THE SOUTHERN DISTRICT OF TEXAS WEBSITE. ONCE CONNECTED, CLICK THE SETTINGS ICON IN THE UPPER RIGHT CORNER AND ENTER YOUR NAME UNDER THE PERSONAL INFORMATION SETTING.

HEARING APPEARANCES MUST BE MADE ELECTRONICALLY IN ADVANCE OF THE HEARING. TO MAKE YOUR ELECTRONIC APPEARANCE, GO TO THE SOUTHERN DISTRICT OF TEXAS WEBSITE AND SELECT "BANKRUPTCY COURT" FROM THE TOP MENU. SELECT "JUDGES' PROCEDURES," THEN "VIEW HOME PAGE" FOR JUDGE ISGUR. UNDER "ELECTRONIC APPEARANCE" SELECT "CLICK HERE TO SUBMIT ELECTRONIC APPEARANCE". SELECT THE CASE NAME, COMPLETE THE REQUIRED FIELDS AND CLICK "SUBMIT" TO COMPLETE YOUR APPEARANCE.

IF YOU OBJECT TO THE RELIEF REQUESTED OR YOU BELIEVE THAT EMERGENCY CONSIDERATION IS NOT WARRANTED, YOU MUST EITHER APPEAR AT THE HEARING OR FILE A WRITTEN RESPONSE PRIOR TO THE HEARING. OTHERWISE, THE COURT MAY TREAT THE PLEADING AS UNOPPOSED AND GRANT THE RELIEF REQUESTED.

[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.

TO THE HONORABLE MARVIN ISGUR, UNITED STATES BANKRUPTCY JUDGE:

Inmarsat Global Limited, Inmarsat Solutions B.V., Inmarsat Maritime Ventures, Ltd., Inmarsat Inc., Inmarsat Solutions (US) Inc., Inmarsat Solutions (Canada) Inc., and Inmarsat Solutions AS Norway (collectively, "Inmarsat") respectfully submit this *Unopposed Emergency Motion for Authorization to File Exhibits to the Declaration of Steven Burnett Under Seal* (the "Motion"). In support of this Motion, Inmarsat and Reorganized state as follows:

RELIEF REQUESTED

1. Inmarsat respectfully requests entry of an order, substantially in the form attached hereto as Exhibit A, (i) authorizing it to file under seal the exhibits (the "Exhibits") set forth in the Declaration of Steven Burnett in Support of Inmarsat's Application for Allowance of Administrative Expense Claim (the "Burnett Declaration"), filed contemporaneously herewith, and proposed as exhibits in Inmarsat's to-be-filed witness and exhibit list for the June 17, 2021 hearing, and (ii) granting related relief.

JURISDICTION AND VENUE

2. This Motion is brought pursuant to 11 U.S.C. §§ 105(a) and 107(b), Rule 9018 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and United States Bankruptcy Court for the Southern District of Texas General Order 2021-01 (the "General Order 2021-01"). This Court has jurisdiction over the subject matter of this Motion pursuant to 28 U.S.C. § 157(b). Venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

BASIS FOR REQUESTED RELIEF

3. Section 105(a) of the Bankruptcy Code codifies the inherent equitable powers of the Court and empowers the Court to "issue any order, process, or judgment that is necessary or

appropriate to carry out the provisions of this title." 11 U.S.C. § 105(a). Section 107(b) of the Bankruptcy Code provides the Court with the power to enter orders that will protect entities from potential harm that may result from disclosure of certain information. *See In re Gen. Homes Corp.*, 181 B.R. 898, 903 (Bankr. S.D. Tex. 1995). It provides, in relevant part: "On request of a party in interest, the bankruptcy court shall, and on the bankruptcy court's own motion, the bankruptcy court may—protect any entity with respect to a trade secret or confidential research, development, or commercial information." 11 U.S.C. § 107(b)(1).

4. On September 16, 2020, this Court entered the Stipulated Protective Order [Docket No. 703] (the "Protective Order"), which provides that "[u]nless otherwise agreed by the Producing Party, all Designated Material filed with the Court, and all portions of pleadings, motions, or other papers filed with the Court that disclose Highly Confidential or Confidential Material, shall be filed under seal . . . ." Protective Order at ¶ 13.

5. Inmarsat's proposed Exhibits contain certain information which the parties have identified and treated as Highly Confidential and/or Confidential Material, as such terms are defined in the Protective Order. Additionally, the documents contain sensitive business and financial information that would have the potential to harm Inmarsat and Reorganized Debtors' respective businesses were it to enter the public domain or fall into the hands of competitors. As such, Inmarsat seeks to respect the parties' designations that these documents remain confidential and avoid the potentially disastrous competitive ramifications of making these documents public, and therefore request authority to submit the documents under seal for *in camera* review.

6. Bankruptcy Rule 9018 defines the procedures by which a party may move for relief under section 107(b) of the Bankruptcy Code. Bankruptcy Rule 9018 provides, in relevant part, that on motion, "the court may make any order which justice requires . . . to protect the estate or any entity in respect of a trade secret or other confidential research, development, or commercial information . . . ." Pursuant to General Order 2021-01, Inmarsat will file the Exhibits in person at a divisional clerk's office. Inmarsat acknowledges and understands that if this Motion is not granted, it will have the opportunity to withdraw the materials before the public is given access to them.

7. Inmarsat respectfully requests that the Court enter an order authorizing them to file the Exhibits under seal.

EMERGENCY CONSIDERATION

8. Inmarsat requests emergency consideration of the Motion in light of the fact that the hearing on Inmarsat's Application for Allowance of Administrative Expense Claim is set for hearing on June 17, 2021 at 9:00 a.m. Because the Exhibits contain confidential information, Inmarsat has satisfied the "immediate and irreparable harm" standard and requests that the Court approve the relief requested in the Motion on an emergency basis.

[*Signature pages follow*]

Dated: June 14, 2021
Houston, Texas

Respectfully submitted,

/s/ Jason L. Boland

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-and-

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Counsel to Inmarsat

CERTIFICATE OF ACCURACY

I hereby certify that the foregoing statements are true and accurate to the best of my knowledge. This statement is being made pursuant to Bankruptcy Local Rule 9013-1(i).

By: */s/ Michael Dockterman*
Michael Dockterman

CERTIFICATE OF SERVICE

I hereby certify that on June 14, 2021, a true and correct copy of the foregoing was served on all parties registered to receive electronic notice through the Court's CM/ECF automatic electronic notice system.

By: */s/ Jason L. Boland*
Jason L. Boland

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

In re:	Chapter 11
SpeedCast International Limited, *et al.*,[1]	Case No. 20-32243 (MI)
Debtors.	(Jointly Administered)

ORDER AUTHORIZING INMARSAT GLOBAL LIMITED, INMARSAT SOLUTIONS B.V., INMARSAT MARITIME VENTURES LTD., INMARSAT INC., INMARSAT SOLUTIONS (US) INC., INMARSAT SOLUTIONS (CANADA) INC., AND INMARSAT SOLUTIONS AS NORWAY TO FILE EXHIBITS TO THE DECLARATION OF STEVEN BURNETT UNDER SEAL

Upon consideration of Inmarsat Global Limited, Inmarsat Solutions B.V., Inmarsat Maritime Ventures, Ltd., Inmarsat Inc., Inmarsat Solutions (US) Inc., Inmarsat Solutions (Canada) Inc., and Inmarsat Solutions AS Norway (collectively, "Inmarsat") *Unopposed Emergency Motion for Authorization to File Exhibits to the Declaration of Steven Burnett Under Seal* (the "Motion"); and this Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided under the circumstances; and it further appearing that cause exists to grant the relief requested in the Motion and that the relief requested in the Motion is in the best interests of the Debtors, their estates and creditors; and upon due consideration of the Motion; and upon all of the proceedings had before the Court; and after due deliberation thereon and sufficient cause appearing therefore:

[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.

IT IS HEREBY ORDERED that:

1. Pursuant to section 107(b) of the Bankruptcy Code and Bankruptcy Rule 9018, Inmarsat is authorized to file the exhibits to the Declaration of Steven Burnett under seal.
2. To the extent they are admitted, the Exhibits will be treated as sealed for all purposes at the June 17, 2021 hearing.
3. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.
4. Inmarsat is authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.
5. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

DATED: _____, 2021

_____
THE HONORABLE MARVIN ISGUR
UNITED STATES BANKRUPTCY JUDGE

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)**
	§	
Reorganized Debtors.[1]	§	**(Jointly Administered)**
	§	

REORGANIZED DEBTORS' WITNESS AND EXHIBIT LIST FOR JUNE 17, 2021 VIDEO/TELEPHONIC HEARING ON INMARSAT'S APPLICATION FOR ALLOWANCE OF ADMINISTRATIVE EXPENSE CLAIM

SpeedCast International Limited and its reorganized debtor affiliates in the above-captioned chapter 11 cases (collectively, the "**Debtors**" and, as reorganized, the "**Reorganized Debtors**") file this witness and exhibit list (the "**Witness and Exhibit List**") for the video/telephonic hearing (the "**Hearing**") on Inmarsat's *Application for Allowance of Administrative Expense Claim*, dated April 9, 2021 [ECF No. 1532], and on the Reorganized Debtors' *Limited Objection* thereto, dated April 30, 2021 [ECF 1562], scheduled to begin June 17, 2021 at 9:00 a.m. (CST) before the Honorable Marvin Isgur.

WITNESSES

The Reorganized Debtors may call any of the following witnesses at the Hearing:

1. David Ross, Vice President of Finance, SpeedCast International Limited;

2. Any witness called or listed by any other party; and

3. Any rebuttal witnesses.

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

EXHIBITS

The Reorganized Debtors may offer into evidence any one or more of the following exhibits:

DEBTORS EXHIBIT NO.	DESCRIPTION	OFFERED	OBJECTION	ADMITTED	DATE
1.	*Declaration of David Ross* in support of the *Reorganized Debtors' Limited Objection to Inmarsat Application for Allowance of Administrative Expense Claim*, dated April 30, 2021 [ECF No. 1563]				
2.	*Strategic Alliance Agreement*, dated June 10, 2016 (the "**SAA**") (filed under seal)				
3.	*Asset Sale Agreement*, dated November 13, 2020 (the "**ASA**") (filed under seal)				
4.	*Deed of Termination and Release*, dated January 1, 2021 (the "**Termination Agreement**") (filed under seal)				
5.	*Master Supply Agreement* between Inmarsat Global Limited and Speedcast Limited (Hong Kong), dated November 1, 2018 (the "**Hong Kong MSA**") (filed under seal)				
6.	*Global Xpress Subscription Services Agreement*, dated April 16, 2015 (the "**Cyprus MSA**") (filed under seal)				
7.	*Email From Tony Bates to Stephe Wilks*, including attachments thereto, dated June 17-18, 2020 (filed under seal)				
8.	*Email From Tony Bates to Stephe Wilks*, including attachments thereto, dated June 30, 2020 (filed under seal)				

DEBTORS EXHIBIT NO.	DESCRIPTION	OFFERED	OBJECTION	ADMITTED	DATE
9.	*Inmarsat's Responses and Objections to the Reorganized Debtors' First Set of Interrogatories and Request for Admission*, dated June 11, 2021				
10.	Any exhibit designated by any other party				
11.	Any pleading or other document filed with the Court on the docket of the above-captioned chapter 11 cases				
12.	Any exhibit necessary to rebut the evidence or testimony of any witness offered or designated by any other party				

The Reorganized Debtors reserve the right to amend or supplement the Witness and Exhibit List at any time prior to the Hearing.

Dated: June 15, 2021
Dallas, Texas

Respectfully submitted,

/s/ Paul R. Genender

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Attorneys for Debtors
and Reorganized Debtors

Certificate of Service

I hereby certify that on June 15, 2021, 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 and served by email on counsel for Inmarsat.

/s/ Paul R. Genender
Paul R. Genender

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)**
Reorganized Debtors.[1]	§	**(Jointly Administered)**

DECLARATION OF DAVID ROSS

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

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

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

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

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

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

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

Objection to Inmarsat Application

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

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

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

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

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

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

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

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

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

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

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

Dated: April 30, 2021
Aberdeen, Scotland, UK

/s/ David Ross
Name: David Ross
Title: Vice President Finance

EXHIBIT 2

FILED UNDER SEAL

EXHIBIT 3

FILED UNDER SEAL

EXHIBIT 4

FILED UNDER SEAL

EXHIBIT 5

FILED UNDER SEAL

EXHIBIT 6

FILED UNDER SEAL

EXHIBIT 7

FILED UNDER SEAL

EXHIBIT 8

FILED UNDER SEAL

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

In re: SpeedCast International Limited, *et al.*, Debtors.	Chapter 11 Case No. 20-32243 (MI) (Jointly Administered)

INMARSAT GLOBAL LIMITED, INMARSAT SOLUTIONS B.V., INMARSAT MARITIME VENTURES LTD., INMARSAT INC., INMARSAT SOLUTIONS (US) INC., INMARSAT SOLUTIONS (CANADA) INC., AND INMARSAT SOLUTIONS AS NORWAY'S RESPONSES AND OBJECTIONS TO REORGANIZED DEBTORS' FIRST SET OF INTERROGATORIES AND INTERROGATORIES AND REQUESTS FOR ADMISSION

Inmarsat Global Limited, Inmarsat Solutions B.V., Inmarsat Maritime Ventures, Ltd., Inmarsat Inc., Inmarsat Solutions (US) Inc., Inmarsat Solutions (Canada) Inc., and Inmarsat Solutions AS Norway (collectively, "Inmarsat"), in response to Reorganized Debtors' First Set of Interrogatories and Interrogatories and Requests for Admissions (the "Interrogatories and Requests"), states as follows:

GENERAL OBJECTIONS

1. Inmarsat objects to these Interrogatories and Requests to the extent they attempt to impose obligations beyond or inconsistent with the Federal Rules of Civil Procedure, Federal Rules of Bankruptcy Procedure, the Local Rules of this Court, and any other applicable rules or laws.

2. Inmarsat objects to these Interrogatories and Requests to the extent they seek discovery related to any entities besides the Debtors or Reorganized Debtors as such information is not discoverable or relevant to this case.

3. Inmarsat objects to these Interrogatories and Requests to the extent they require disclosure of information that is protected by the attorney-client privilege, attorney work-product doctrine, or any other applicable privilege, or is otherwise protected from disclosure under applicable privileges, laws, or rules.

4. Inmarsat objects to these Interrogatories and Requests to the extent they may be construed to request disclosure of information that is neither relevant to the subject matter in the pending action nor reasonably calculated to lead to the discovery of relevant or admissible evidence.

5. Inmarsat objects to these Interrogatories and Requests to the extent that they are vague, compound, ambiguous, overbroad, oppressive, or unduly burdensome.

6. Inmarsat objects to these Interrogatories and Requests to the extent they seek confidential or proprietary information.

7. In answering these Interrogatories and Requests, Inmarsat does not concede the relevance of any information or documents discovered. Inmarsat objects to each of Plaintiff's Interrogatories and Requests to the extent that it includes express or implied characterizations or assumptions of fact or law related to matters that are at issue in this litigation. Inmarsat reserves the right to challenge the accuracy of any such characterizations or assumptions of fact or law.

8. Nothing contained in these objections and answers shall be construed as an admission of Inmarsat as to the existence or non-existence of any responsive information or documents, as to the relevance or admissibility of any document or piece of information, or as to the accuracy of any statement or characterization contained within the Interrogatories and Requests themselves.

9. Inmarsat reserves the right to produce responsive information relating to any

subsequently discovered fact, to amend the objections and answers set forth below or to assert other factual and legal contentions as additional facts are discovered.

10. Inmarsat incorporates each of the foregoing objections by reference into its answers to Reorganized Debtors' Interrogatories and Requests below.

RESPONSES TO FIRST SET OF
INTERROGATORIES AND REQUESTS FOR ADMISSION

INTERROGATORY NO. 1: Identify the Person(s) who provided and/or assisted in providing responses to these Interrogatories and Requests for Admissions.

RESPONSE: Edward Parkin, VP, Legal Affairs (Maritime Business Unit), 99 City Rd, London EC1Y 1AX, United Kingdom.

INTERROGATORY NO. 2: Identify all Services provided to the Debtors (or Reorganized Debtors, as applicable) under the SAA and, for each, Identify all Documents supporting the delivery and payment for such Services.

RESPONSE: Inmarsat incorporates by reference its General Objections above and its Reply in Support of Inmarsat's Administrative Expense Claim. Pursuant to the terms of the SAA and all amendments thereto, including the December 31, 2019 Amendment, Inmarsat provided Debtors and Reorganized Debtors certain satellite services, including, but not limited to, Global Xpress, FleetBroadband, and Fleet Xpress services for distribution and resale by Debtors and Reorganized Debtors to their customers. The invoice numbers and payments for such Services are listed in Exhibit A to the Application and are in possession of Reorganized Debtors.

INTERROGATORY NO. 3: State the factual basis for Your contention that the "shortfall amounts" referenced in paragraph 7 of the Application qualify as "Permitted Claims" under the Termination Agreement and Identify all Documents supporting Your answer to this Interrogatory.

RESPONSE: Inmarsat incorporates by reference its General Objections above and its Reply in Support of Inmarsat's Administrative Expense Claim. Pursuant to the Termination Agreement, a "Permitted Claim[ ] means any claims for payment by an Inmarsat Entity for services delivered by the relevant Inmarsat Entity to a Speedcast Entity after 23 April 2020 under, and otherwise on the terms of, any Existing Agreement . . ." Price is a key term of payment. The SAA, including the December 31, 2019 Amendment, gave Debtors a 30% discount on deliveries of FX services, which would have been billed at 100% were it not for the terms of the SAA and its amendments, for 2020, premised upon Debtors delivering a specified number of vessels to Inmarsat. Accordingly, the post-petition deliveries of FX were "on the terms" of the SAA and the amendments thereto, which are Existing Agreements. Therefore, Inmarsat's claim is a "Permitted Claim" within the meaning of the Termination Agreement.

INTERROGATORY NO. 4: State the factual basis for Your contention that the Reorganized Debtors owe Inmarsat $2,946,671.42 for the Deferred Completion Payments, as referenced in paragraph 8 of the Application, and Identify all Documents supporting Your answer to this Interrogatory.

RESPONSE: Inmarsat incorporates by reference its General Objections above and its Reply in Support of Inmarsat's Administrative Expense Claim, and particularly the Declaration of Steven Burnett submitted therewith.

REQUEST FOR ADMISSION NO. 1: Admit that a true and correct copy of the SAA is attached to these Requests as "Exhibit A."

RESPONSE: Admit.

REQUEST FOR ADMISSION NO. 2: Admit that a true and correct copy of the Termination Agreement is attached to these Requests as "Exhibit B."

RESPONSE: Admit.

REQUEST FOR ADMISSION NO. 3: Admit that the Termination Agreement is a valid and enforceable agreement.

RESPONSE: Admit.

REQUEST FOR ADMISSION NO. 4: Admit that Inmarsat agreed in the Termination Agreement to absolutely, irrevocably, and unconditionally forever release and discharge the Reorganized Debtors from any claims arising under any Existing Agreement (the "**Release**").

RESPONSE: Inmarsat objects to this Request on the basis of the General Objections, which are incorporated herein. Inmarsat further objects to this Request because it improperly calls for a legal conclusion. *See In re Carney*, 258 F.3d 415, 419 (5th Cir. 2001); *Flowers v. Tex. Military Dep't*, 391 F. Supp. 3d 655, 672 n.25 (S.D. Tex. 2018). In addition, Inmarsat objects to this Request in its entirety as mis-stating the terms of the Termination Agreement and calls for opinion rather than admission of facts.

REQUEST FOR ADMISSION NO. 5: Admit that the SAA is expressly listed in the Termination Agreement as an "Existing Agreement."

RESPONSE: Admit.

REQUEST FOR ADMISSION NO. 6: Admit that the Release covered all claims under any Existing Agreement, whether arising prior to, on, or after January 1, 2021.

RESPONSE: Inmarsat objects to this Request on the basis of the General Objections, which are incorporated herein. Inmarsat further objects to this Request because it improperly calls for a legal conclusion. *See Carney*, 258 F.3d at 419; *Flowers*, 391 F. Supp. 3d at 672 n.25. In addition, Inmarsat objects to this Request in its entirety as mis-stating the terms of the Release and calls for opinion rather than admission of facts.

REQUEST FOR ADMISSION NO. 7: Admit that the Parties agreed to terminate the SAA on or about January 1, 2021.

RESPONSE: Denied. The parties agreed to terminate the SAA and its amendments effective January 1, 2021.

REQUEST FOR ADMISSION NO. 8: Admit that Inmarsat does not currently have any rights, including any contractual rights to payment, under the SAA.

RESPONSE: Inmarsat objects to this Request on the basis of the General Objections, which are incorporated herein. Inmarsat further objects to this Request because it improperly calls for a legal conclusion. *See Carney*, 258 F.3d at 419; *Flowers*, 391 F. Supp. 3d at 672 n.25. Inmarsat objects to this Request in its entirety as calling for opinion rather than admission of facts. To the extent that this Request calls for a factual admission, subject to the foregoing objections, Inmarsat denies the Request for the reasons stated in the Reply in Support of Inmarsat's Administrative Expense Claim.

REQUEST FOR ADMISSION NO. 9: Admit that the Reorganized Debtors do not have any continuing obligations under the SAA.

RESPONSE: Inmarsat objects to this Request on the basis of the General Objections, which are incorporated herein. Inmarsat further objects to this Request because it improperly calls for a legal conclusion. *See Carney*, 258 F.3d at 419; *Flowers*, 391 F. Supp. 3d at 672 n.25. In addition, Inmarsat objects to this Request in its entirety as calling for opinion rather than admission of facts. To the extent that this Request calls for a factual admission, subject to the foregoing objections, Inmarsat denies the Request for the reasons stated in the Reply in Support of Inmarsat's Administrative Expense Claim.

REQUEST FOR ADMISSION NO. 10: Admit that no Services were contemplated to be provided by Inmarsat to the Debtors or Reorganized Debtors under the SAA.

RESPONSE: Inmarsat objects to this Request on the basis of the General Objections, which are incorporated herein. Inmarsat further objects to this Request because it improperly calls for a legal conclusion. *See Carney*, 258 F.3d at 419; *Flowers*, 391 F. Supp. 3d at 672 n.25. In addition, Inmarsat objects to this Request in its entirety as calling for opinion and speculation rather than admission of facts. To the extent that this Request calls for a factual admission, subject to the foregoing objections, Inmarsat denies the Request for the reasons stated in the Reply in Support of Inmarsat's Administrative Expense Claim.

REQUEST FOR ADMISSION NO. 11: Admit that Inmarsat did not provide any Services to the Debtors or Reorganized Debtors under the SAA.

RESPONSE: Inmarsat objects to this Request on the basis of the General Objections, which are incorporated herein. Inmarsat further objects to this Request because it improperly calls for a legal conclusion. *See Carney*, 258 F.3d at 419; *Flowers*, 391 F. Supp. 3d at 672 n.25. In addition, Inmarsat objects to this Request in its entirety as calling for opinion and speculation rather than admission of facts. To the extent that this Request calls for a factual admission, subject to the foregoing objections, Inmarsat denies the Request for the reasons stated in the Reply in Support of Inmarsat's Administrative Expense Claim.

REQUEST FOR ADMISSION NO. 12: Admit that Inmarsat provided Services to the Debtors and Reorganized Debtors pursuant to the terms of underlying services agreements, including, but not limited to, the Master Supply Agreement between Inmarsat Global Limited and Speedcast Limited, effective November 1, 2018, and the Global Xpress Subscription

Services Agreement entered into between Inmarsat Global Limited and SRH Marine Electronics S.A, dated April 16, 2015 (the "**MSAs**").

RESPONSE: Admit that Inmarsat provided Services to the Debtors and Reorganized Debtors pursuant to the terms of the underlying services agreements, the SAA, and the amendments thereto.

REQUEST FOR ADMISSION NO. 13: Admit that the Reorganized Debtors paid Inmarsat for all Services provided pursuant to the MSAs from the Petition date through December 31, 2020.

RESPONSE: Denied. Reorganized Debtors paid Inmarsat for some of the Services provided from the Petition date through December 31, 2020. The differences are explained in the in the Reply in Support of Inmarsat's Administrative Expense Claim.

REQUEST FOR ADMISSION NO. 14: Admit that Steven Burnett, Vice President of Finance for Inmarsat Maritime ("Burnett"), and David Ross discussed a reconciliation of the Deferred Completion Payments on April 1, 2021, and April 9, 2021.

RESPONSE: Admit that Burnett and David Ross discussed reconciliation of the Deferred Completion Payments on those and other dates.

REQUEST FOR ADMISSION NO. 15: Admit that Burnett agreed, on behalf of Inmarsat, that the Deferred Completion Payments due and owing to Inmarsat from the Reorganized Debtors as of April 9, 2021 total $2,122,584.13.

RESPONSE: Denied. The differences are explained in the in the Reply in Support of Inmarsat's Administrative Expense Claim.

REQUEST FOR ADMISSION NO. 16: Admit that a true and correct copy of the April 1, 2021 agreement reached between Inmarsat and the Reorganized Debtors regarding Deferred Completion Payments is attached to these Requests as Exhibit C.

RESPONSE: Denied. The differences are explained in the in the Reply in Support of Inmarsat's Administrative Expense Claim.

REQUEST FOR ADMISSION NO. 17: Admit that "Permitted Claims" in the Termination Agreement does not include claims for payment under the SAA.

RESPONSE: Inmarsat objects to this Request on the basis of the General Objections, which are incorporated herein. Inmarsat further objects to this Request because it improperly calls for a legal conclusion. *See Carney*, 258 F.3d at 419; *Flowers*, 391 F. Supp. 3d at 672 n.25. In addition, Inmarsat objects to this Request in its entirety as calling for opinion and speculation rather than admission of facts. To the extent that this Request calls for a factual admission, subject to the foregoing objections, Inmarsat denies the Request for the reasons stated in the Reply in Support of Inmarsat's Administrative Expense Claim.

REQUEST FOR ADMISSION NO. 18: Admit that as part of the Inmarsat Transaction, including the sales price reflected in the ASA, Inmarsat agreed to forego any of its then-existing or continuing rights under the SAA.

RESPONSE: Inmarsat objects to this Request on the basis of the General Objections, which are incorporated herein. Inmarsat further objects to this Request because it improperly calls for a legal conclusion. *See Carney*, 258 F.3d at 419; *Flowers*, 391 F. Supp. 3d at 672 n.25. In addition, Inmarsat objects to this Request in its entirety as calling for opinion and speculation rather than admission of facts. To the extent that this Request calls for a factual admission,

subject to the foregoing objections, Inmarsat denies the Request for the reasons stated in the Reply in Support of Inmarsat's Administrative Expense Claim.

REQUEST FOR ADMISSION NO. 19: Admit that a true and correct copy of the June 17, 2020 correspondence from Tony Bates, on behalf of Inmarsat, to Stephe Wilks regarding components of the proposed Inmarsat Transaction is attached to these Requests as Exhibit D.

RESPONSE: Admit.

REQUEST FOR ADMISSION NO. 20: Admit that Exhibit D reflects Inmarsat's agreement to forego any of its then-existing or continuing rights under the SAA.

RESPONSE: Denied. The Termination Agreement reflects Inmarsat's agreement. The Termination Agreement was a heavily negotiated document which reflected revised positions taken by all parties in order to reach the agreement reflected in the Termination Agreement.

REQUEST FOR ADMISSION NO. 21: Admit that a true and correct copy of the June 30, 2020 correspondence from Tony Bates, on behalf of Inmarsat, to Stephe Wilks regarding components of the proposed Inmarsat Transaction is attached to these Requests as Exhibit E.

RESPONSE: Admit.

REQUEST FOR ADMISSION NO. 22: Admit that Exhibit E reflects Inmarsat's agreement to forego any of its then-existing or continuing rights under the SAA.

RESPONSE: Denied. The Asset Sale Agreement, Termination Agreement, and other transaction agreements reflects Inmarsat's agreement. The transaction agreements, including the Termination Agreement, were heavily negotiated documents which reflected revised positions taken by all parties in order to reach the agreement reflected in the final documentation, including the Termination Agreement. This final agreement superseded preliminary and partial negotiating positions of the parties.

REQUEST FOR ADMISSION NO. 23: Admit that the understandings reached in Exhibits D and E were incorporated in section 2.6 of the Termination Agreement.

RESPONSE: Denied. The Asset Sale Agreement, Termination Agreement, and other transaction agreements reflects Inmarsat's agreement. The transaction agreements, including the Termination Agreement, were heavily negotiated documents which reflected revised positions taken by all parties in order to reach the agreement reflected in the final documentation, including the Termination Agreement. This final agreement superseded preliminary and partial negotiating positions of the parties.

[*Signature page follows*]

Dated: June 11, 2021
Houston, Texas

/s/ Jason L. Boland

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Certificate of Service

I hereby certify that on June 11, 2021, a true and correct copy of the foregoing document was sent to counsel for Reorganized Debtors in compliance with the Federal Rules of Bankruptcy Procedure.

/s/ Jason L. Boland
Jason L. Boland

Counsel to Inmarsat

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

In re: SpeedCast International Limited, *et al.*, Debtors.	Chapter 11 Case No. 20-32243 (MI) (Jointly Administered)

INMARSAT'S WITNESS AND EXHIBIT LIST FOR HEARING SCHEDULED JUNE 17, 2021 AT 9:00 A.M.

Inmarsat Global Limited, Inmarsat Inc., Inmarsat Solutions (US) Inc., Inmarsat Solutions (Canada) Inc., Inmarsat Solutions AS Norway, and Inmarsat Solutions B.V. (collectively, "Inmarsat") files this Witness and Exhibit List for the hearing to be held on June 17, 2021 at 9:00 a.m. (prevailing Central time) (the "Hearing").

WITNESSES:

1. Steven Burnett (via declaration by agreement with the Debtors);	Judge: Honorable Marvin Isgur Courtroom 404
2. Any rebuttal and/or impeachment witness; and	Hearing Date: June 17, 2021
3. All persons listed on the witness list of any party.	Hearing Time: 9:00 a.m. (prevailing Central time)
	Party's Name: Inmarsat
	Attorney's Name: Alfred M. Mamlet Joshua R. Taylor Michael Dockterman Jason L. Boland Bob B. Bruner
	Attorney's Phone: (713) 651-3769 (202) 429-6205
	Nature of Proceeding: Inmarsat's *Application for Allowance of an Administrative Expense Claim,* Dkt. No. 1532.

EXHIBIT LIST

Ex. #	Description	Offered	Objection	Admitted/ Not Admitted	Disposition
1.	Summary of Invoices for Post-Petition Satellite Services, Dkt. No. 1532 (Ex. A)				
2.	Declaration of Steven Burnett, Dkt. No. 1629-1				
3.	Strategic Alliance Agreement, Exhibit A to Declaration of Steven Burnett, Dkt. No. 1631 (filed under seal)				
4.	Business Transfer Agreement, Exhibit B to Declaration of Steven Burnett, Dkt. No. 1631 (filed under seal)				
5.	December 31, 2019 Agreement, Exhibit C to Declaration of Steven Burnett, Dkt. No. 1631 (filed under seal)				
6.	Completion Bonus, Discount Payment, Goodwill Payment, and Marketing Contribution Agreements, Exhibit D to Declaration of Steven Burnett, Dkt. No. 1631 (filed under seal)				
7.	Deed of Termination and Release, Exhibit E to Declaration of Steven Burnett, Dkt. No. 1631 (filed under seal)				
8.	December 31, 2019 Amendment, Exhibit F to Declaration of Steven Burnett, Dkt. No. 1631 (filed under seal)				
9.	Email Exchange, Exhibit G to Declaration of Steven Burnett, Dkt. No. 1631 (filed under seal)				
10.	Any document or pleading filed in the above captioned case				
11.	Any exhibit designated by any other party				
12.	Any exhibit necessary to rebut the evidence or testimony of any witness offered or designated by any other party				

Inmarsat reserves (i) the right to amend and/or supplement this Witness and Exhibit List at any time prior to the hearing; and (ii) the right to use additional exhibits for purposes of rebuttal

or impeachment and to further supplement the foregoing Witness and Exhibit List as appropriate. Inmarsat also reserves the right to rely upon and use as evidence (i) exhibits included on the exhibit lists of any other parties in interest, and (ii) any pleading, hearing transcript, or other document filed with the Court in the above-captioned matter.

[Remainder of Page Intentionally Left Blank]

Dated: June 15, 2021
Houston, Texas

Respectfully submitted,

/s/ Jason L. Boland

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-and-

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Counsel to Inmarsat

Exhibit A

Inmarsat Entity	Debtor Entity	Invoice Number	Invoice Date	Due Date	Amount Owed
Amounts Currently Due					
Inm Sols (Canada) Inc	CapRock Comunicacoes do Brasil Ltda	8514779	11/30/2020	12/30/2020	$201.93
Inmarsat Sols (US) Inc	TELAURUS COMMUNICATIONS INC	8554779	11/30/2020	1/14/2021	$15,939.09
Inm Sols (Canada) Inc	CapRock Comunicacoes do Brasil Ltda	8998761	12/31/2020	1/30/2021	$3,648.92
Inmarsat Global Limited	SpeedCast Cyprus Ltd	8721316	12/15/2020	2/8/2021	$2,760.00
Inmarsat Global Limited	SpeedCast Ltd.	8721367	12/15/2020	2/8/2021	$68,310.00
Inmarsat Global Limited	Evolution Communications Limited	90260277	2/11/2021	2/11/2021	($514.17)
Inmarsat Solutions B.V.	SpeedCast Cyprus Ltd	8554903	11/30/2020	2/13/2021	$62,665.78
Inmarsat Solutions B.V.	SpeedCast Cyprus Ltd	8554918	11/30/2020	2/13/2021	$11,716.18
Inmarsat Global Limited	Evolution Communications Limited	9188758	1/14/2021	2/13/2021	$931.32
Inmarsat Inc	Telaurus Communications LLC	8967373	12/31/2020	2/14/2021	$120.00
Inmarsat Sols (US) Inc	TELAURUS COMMUNICATIONS INC	9039861	12/31/2020	2/14/2021	$15,877.25
Inmarsat Sols (US) Inc	TELAURUS COMMUNICATIONS INC	8974126	12/31/2020	2/14/2021	$1,152.18
Inmarsat Sols (US) Inc	TELAURUS COMMUNICATIONS INC	8974095	12/31/2020	2/14/2021	$179.66
Inmarsat Sols (US) Inc	TELAURUS COMMUNICATIONS INC	8974092	12/31/2020	2/14/2021	$174.00
Inmarsat Inc	TELAURUS COMMUNICATIONS INC	8974115	12/31/2020	2/14/2021	$541.85
Inmarsat Solutions B.V.	Evolution Communications Group Limi	8978766	12/31/2020	2/14/2021	$80.00
Inm Sols (Canada) Inc	Satellite Communications Australia		2/23/2021	2/23/2021	($1,033.18)
Inmarsat Global Limited	Evolution Communications Limited	90261219	2/23/2021	2/23/2021	($2,277.41)
Inmarsat Global Limited	SpeedCast Cyprus Ltd	8966503	12/31/2020	2/24/2021	$47,139.14
Inmarsat Global Limited	SpeedCast Cyprus Ltd	90261415	2/24/2021	2/24/2021	($72.74)
Inmarsat Global Limited	SpeedCast Cyprus Ltd	8967505	12/31/2020	2/24/2021	$538,032.09
Inmarsat Solutions B.V.	SpeedCast Cyprus Ltd	90251875	1/25/2021	2/24/2021	$13,160.92
Inmarsat Solutions B.V.	SpeedCast Cyprus Ltd	90251874	1/25/2021	2/24/2021	$13,779.63
Inmarsat Global Limited	SpeedCast Ltd.	8966453	12/31/2020	2/24/2021	$14,778.00
Inmarsat Global Limited	SpeedCast Ltd.	8967625	12/31/2020	2/24/2021	$264,493.40
Inmarsat Global Limited	SpeedCast Ltd.	11210100000035	12/31/2020	2/24/2021	$2,275.00
Inmarsat Global Limited	Evolution Communications Limited	8970720	12/31/2020	2/24/2021	$821,302.85
Inmarsat Global Limited	Evolution Communications Limited	11210100000015	12/31/2020	2/24/2021	$18,010.00
Inmarsat Solutions B.V.	SpeedCast Germany GmbH	8486528	11/30/2020	2/28/2021	$63.85
Inmarsat Solutions B.V.	SpeedCast Germany GmbH	8486514	11/30/2020	2/28/2021	$107.76
Inmarsat Solutions B.V.	SpeedCast Germany GmbH	8486490	11/30/2020	2/28/2021	$478.51

Inmarsat Solutions B.V.	SpeedCast Germany GmbH	8554642	11/30/2020	2/28/2021	$608.55
Inmarsat Solutions B.V.	SpeedCast Germany GmbH	8483640	11/30/2020	2/28/2021	$45.00
Inmarsat Solutions B.V.	SpeedCast Germany GmbH	8482493	11/30/2020	2/28/2021	$80.38
Inm Sols (Canada) Inc	CapRock Comunicacoes do Brasil Ltda	9417273	1/31/2021	3/2/2021	$3,471.82
Subtotal of Amounts already Due					**$1,918,227.56**
Amounts Due in Future For Services Prior to March 11, 2011					
Inmarsat Global Limited	SpeedCast Ltd.	11210200000035	1/31/2021	3/27/2021	$11,765.00
Inm Solutions AS Norway	SpeedCast Cyprus Ltd	9742046	2/28/2021	3/30/2021	$2,340.00
Inm Solutions AS Norway	SpeedCast Cyprus Ltd	9742055	2/28/2021	3/30/2021	$2,340.00
Inm Sols (Canada) Inc	CapRock Comunicacoes do Brasil Ltda	9805393	2/28/2021	3/30/2021	$2,995.09
Inmarsat Solutions B.V.	Speedcast France	9387093	1/31/2021	4/1/2021	$125.00
Inmarsat Inc	Telaurus Communications LLC	9773541	2/28/2021	4/14/2021	$120.00
Inmarsat Sols (US) Inc	TELAURUS COMMUNICATIONS INC	9849421	2/28/2021	4/14/2021	$15,199.85
Inmarsat Sols (US) Inc	TELAURUS COMMUNICATIONS INC	9780272	2/28/2021	4/14/2021	$1,109.74
Inmarsat Sols (US) Inc	TELAURUS COMMUNICATIONS INC	9780238	2/28/2021	4/14/2021	$179.66
Inmarsat Sols (US) Inc	TELAURUS COMMUNICATIONS INC	9780235	2/28/2021	4/14/2021	$174.00
Inmarsat Inc	TELAURUS COMMUNICATIONS INC	9780258	2/28/2021	4/14/2021	$393.78
Inmarsat Solutions B.V.	Evolution Communications Group Limi	9784963	2/28/2021	4/14/2021	$80.00
Inmarsat Solutions B.V.	SpeedCast Cyprus Ltd	9460928	1/31/2021	4/16/2021	$60,180.31
Inmarsat Global Limited	SpeedCast Cyprus Ltd	9773359	2/28/2021	4/24/2021	$541,108.88
Inmarsat Global Limited	SpeedCast Ltd.	9773767	2/28/2021	4/24/2021	$253,277.91
Inmarsat Global Limited	SpeedCast Ltd.	9772493	2/28/2021	4/24/2021	$14,778.00
Inmarsat Global Limited	SpeedCast Ltd.	11210300000035	2/28/2021	4/24/2021	$1,087.50
Inmarsat Solutions B.V.	Speedcast Netherlands BV	9849362	2/28/2021	4/29/2021	$2,819.64
Inmarsat Solutions B.V.	Speedcast Netherlands BV	9778076	2/28/2021	4/29/2021	$1,336.00
Inmarsat Solutions B.V.	Speedcast Netherlands BV	9777794	2/28/2021	4/29/2021	$3,584.98
Inmarsat Solutions B.V.	Speedcast Netherlands BV	9774665	2/28/2021	4/29/2021	$58.20
Inm Sols (Canada) Inc	Speedcast France	9849519	2/28/2021	4/29/2021	$3,971.52
Inmarsat Solutions B.V.	Speedcast France	9785129	2/28/2021	4/29/2021	$687.00
Inmarsat Solutions B.V.	Speedcast France	9777754	2/28/2021	4/29/2021	$156.00
Inmarsat Solutions B.V.	Speedcast France	9774927	2/28/2021	4/29/2021	$220.76

Inmarsat Solutions B.V.	Speedcast France	9774915	2/28/2021	4/29/2021	$125.00
Inmarsat Solutions B.V.	SpeedCast Germany GmbH	9388970	1/31/2021	5/1/2021	$98.66
Inmarsat Solutions B.V.	SpeedCast Germany GmbH	9388953	1/31/2021	5/1/2021	$63.85
Inmarsat Solutions B.V.	SpeedCast Germany GmbH	9460750	1/31/2021	5/1/2021	$22,879.84
Inmarsat Solutions B.V.	SpeedCast Germany GmbH	9384972	1/31/2021	5/1/2021	$60.00
Inmarsat Solutions B.V.	SpeedCast Cyprus Ltd	9849557	2/28/2021	5/14/2021	$11,931.85
Inmarsat Solutions B.V.	SpeedCast Cyprus Ltd	9849542	2/28/2021	5/14/2021	$49,361.84
Inmarsat Solutions B.V.	SpeedCast Germany GmbH	9849379	2/28/2021	5/29/2021	$22,772.23
Inmarsat Solutions B.V.	SpeedCast Germany GmbH	9849285	2/28/2021	5/29/2021	$507.79
Inmarsat Solutions B.V.	SpeedCast Germany GmbH	9776765	2/28/2021	5/29/2021	$75.00
Inmarsat Solutions B.V.	SpeedCast Germany GmbH	9776744	2/28/2021	5/29/2021	$63.85
Inmarsat Solutions B.V.	SpeedCast Germany GmbH	9776740	2/28/2021	5/29/2021	$400.13
Inmarsat Solutions B.V.	SpeedCast Germany GmbH	9773885	2/28/2021	5/29/2021	$15.00
Subtotal of Amounts Due in Future For Services Provided Prior to March 11, 2021					**$1,028,443.86**
TOTAL AMOUNT OWED					**$2,946,671.42**

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

In re: SpeedCast International Limited, *et al.*, Debtors.	Chapter 11 Case No. 20-32243 (MI) (Jointly Administered)

DECLARATION OF STEVEN BURNETT

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

1. I am the Vice President of Finance for Inmarsat's Maritime business unit.

2. I effectively function as the Chief Financial Officer for Inmarsat's Maritime business. I am familiar with Inmarsat's relationship with Reorganized Debtors. I took the financial lead for Inmarsat in negotiating the acquisition of certain maritime assets of Reorganized Debtors in a transaction that closed January 1, 2021. Since that time, I have also taken the financial lead for Inmarsat in resolving several post-acquisition issues.

3. I submit this declaration (the "Declaration") in support of Inmarsat's Application for Allowance of Administrative Expense Claim (the "Application"), filed on April 9, 2021 by Inmarsat Global Limited, Inmarsat Solutions B.V., Inmarsat Maritime Ventures, Ltd., Inmarsat Inc., Inmarsat Solutions (US) Inc., Inmarsat Solutions (Canada) Inc., and Inmarsat Solutions AS Norway (collectively, "Inmarsat").

4. Unless otherwise indicated, the facts in this Declaration are based upon my personal knowledge, including my personal knowledge of Inmarsat's current operations and financial performance, as well as their relationship and agreements with the Reorganized Debtors;

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

5. If called upon to testify, I could and would competently testify to the facts set forth in this Declaration.

Background

6. Inmarsat operates a satellite network that provides near-global communications services to ships at sea, planes in the air and enterprises on land. Inmarsat sells its satellite services on a wholesale basis to distributors, and on a retail basis directly to end-users. For many years, Reorganized Debtors and their predecessors and affiliates (collectively, "Speedcast") were among the largest distributors of Inmarsat's Maritime services, include Fleetbroadband and FleetXpress ("FX") services.

7. When Inmarsat was preparing to launch its FX services it entered into take-or-pay agreements with Speedcast and other significant maritime distributors. The essence of these agreements was that Inmarsat provided a substantial discount off the wholesale FX price in return for distributors committing to initiate the new FX service on a significant number of vessels each year.

8. Inmarsat and Speedcast (collectively, the "Parties") entered into the Strategic Alliance Agreement effective June 10, 2016 (Exhibit A). Inmarsat agreed to give Speedcast a 30% discount on FX services in return for Speedcast agreeing to install FX services on a substantial of new vessels each year. Speedcast agreed to increase its annual commitments to install FX on vessels under the Strategic Alliance Agreement (i) in 2017 with the Business Transfer Agreement (Exhibit B), and (ii) on December 31, 2019, when Inmarsat agreed to forgive $5 million of

Speedcast debts in return for Speedcast increasing its commitments to initiate FX services (Exhibits C and D).

9. After filing for bankruptcy, Speedcast decided to sell its Inmarsat distribution business. Since Inmarsat owned and operated the satellite network, and had its own retail business of selling services directly to end-users, Inmarsat was a logical buyer. The Parties entered into an Asset Sale Agreement, with Inmarsat purchasing most of Speedcast's contracts to sell Fleetbroadband and FX services, on November 13, 2020 ("ASA").

10. The Asset Sale Agreement closed on January 1, 2021. On the same date, the Parties entered into a Deed of Termination and Release that terminated all but one of the distribution agreements between the Parties effective on the closing date (Exhibit E). Speedcast was liable to pay for all services from Inmarsat through the closing date, and Inmarsat released most other claims.

Strategic Alliance Agreement Shortfall Amount

11. Under the Strategic Alliance Agreement, prior to the December 31, 2019 amendment, Speedcast was obligated to have FX on at least 1450 vessels by December 31, 2020, or to pay a "Shortfall Amount." However, Speedcast had initiated service on only 979 vessels by December 31, 2020. Speedcast got the benefit of the discount throughout 2020. The obligation to pay the Shortfall Amount matured on December 31, 2020, prior to the Strategic Alliance Agreement terminating on January 1, 2021.

12. Under the Strategic Alliance Agreement, prior to the December 31, 2019 amendment, the Shortfall Amount was $2,161,890. By contrast, the 30% discount that Speedcast received on FX vessels throughout 2020 was $4.1 million, and the discount Speedcast received on FX services since the inception was $8.7 million.

13. The December 31, 2019 amendments generally increased Speedcast's commitment to initiate FX on additional vessels. However, Inmarsat cannot calculate the Shortfall Amount without Speedcast data that Speedcast is obligated to provide under the contract, but has refused to do so. This Amendment recognizes that the necessary data will come from Speedcast, and gives Inmarsat audit rights. December 31, 2019 Amendment at § 3.8.1 (Exhibit C).

14. I sent Speedcast a provisional invoice for the Shortfall Amount of $2,161,890 under the old version of the Strategic Alliance Agreement on April 6, 2021 and asked Speedcast to provide the data necessary to calculate the Shortfall Amount under the December 31, 2019 Amendment (Exhibit F).

15. I understand that Speedcast has contested its obligation to pay the Shortfall Amount, contending that Inmarsat's claim is precluded by the Deed of Termination and Release. I will let the lawyers make the legal arguments on this point. I want to note two points from my financial perspective. First, since Speedcast got the benefit of the 30% discount, which was worth $4.1 million in 2020, and $8.7 million since inception, Speedcast should pay the Shortfall Amount calculated under the December 31, 2019 amendment once Speedcast provides the necessary data. From a financial perspective, it makes no sense for Speedcast to get the benefit of the $4.1 million discount, fail to meet its commitment to install FX services on 1450 vessels by December 31, 2020, and avoid paying the Shortfall Amount. Second, the Deed of Termination and Release provided that Inmarsat could still maintain a "Permitted Claim" for the Shortfall Amount because that is a "claim[ ] for payment by an Inmarsat Entity for **services delivered** by the relevant Inmarsat Entity to a Speedcast Entity after 23 April 2020 **under, and otherwise on the terms of, any Existing Agreement** . . ." (emphasis added). The Strategic Alliance Agreement was an "Existing Agreement" that provided the critical price term for the FX services delivered by Inmarsat to

Speedcast. The FX services were delivered "under, or otherwise on the terms of" the SAA. Without the SAA discount, Speedcast would have paid $4.1 million more in 2020 for FX services (and $8.7 million more since inception).

Other Portions of Inmarsat's Administrative Claim

16. As discussed above, the Asset Sale Agreement ("ASA") completed on January 1, 2021, with Inmarsat buying Speedcast's assets related to the sale of Inmarsat satellite services. The ASA provided that Inmarsat would make a second payment, nominally 15 days after Completion, for some of the Speedcast accounts receivable through December 31, 2020, to be offset by amounts Speedcast owed Inmarsat.

17. However, by mid-January, several issues had arisen which precluded finalizing the amounts. The parties worked together to resolve the outstanding issues (other than the Shortfall Amount issue). There was no agreement on or around April 1 to resolve any portion of the administrative claim. Indeed, Mr. Ross and I continued to work through the open issues during April and May 2021.

18. Other than the Shortfall Amount, Mr. Ross (Speedcast VP Finance) and I have agreed on a reconciliation of the amounts in Inmarsat's administrative claim and certain offsets from Speedcast, as well as other certain other amounts owed by the Parties through April 30, 2021, subject to documentation of the agreement (Exhibit G). The Parties have exchanged drafts documenting this agreement. Accordingly, assuming the Parties complete their documentation of this agreement, this court should only need to decide the Shortfall Amount issue.

June 14, 2021
London, England

/s/ Steven Burnett
Steven Burnett
Vice President, Finance

Exhibits

A – 2016 SAAA – 2016 SAA

B – 2017 BTA

C – 12/31/19 SAA Amendment

D – $5M Credit Notes

E – Deed of Termination and Release

F – ToP Invoice and calculation

G – Ross/Burnett email exchange

EXHIBIT A

(Exhibit Filed Under Seal)

EXHIBIT B

(Exhibit Filed Under Seal)

EXHIBIT C

(Exhibit Filed Under Seal)

EXHIBIT D

(Exhibit Filed Under Seal)

EXHIBIT E

(Exhibit Filed Under Seal)

EXHIBIT F

(Exhibit Filed Under Seal)

EXHIBIT G

(Exhibit Filed Under Seal)

EXHIBIT A

(Exhibit Filed Under Seal)

EXHIBIT B

(Exhibit Filed Under Seal)

EXHIBIT C

(Exhibit Filed Under Seal)

EXHIBIT D

(Exhibit Filed Under Seal)

EXHIBIT E

(Exhibit Filed Under Seal)

EXHIBIT F

(Exhibit Filed Under Seal)

EXHIBIT G

(Exhibit Filed Under Seal)

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)**
Reorganized Debtors.[1]	§	

STIPULATION OF AGREED FACTS

SpeedCast International Limited ("**Speedcast**") and its debtor affiliates, as reorganized debtors (the "**Debtors**" and as reorganized the "**Reorganized Debtors**"), and Inmarsat Global Limited, Inmarsat Solutions B.V., Inmarsat Maritime Ventures Ltd., Inmarsat Inc., Inmarsat Solutions (US) Inc., Inmarsat Solutions (Canada) Inc., and Inmarsat Solutions as Norway (collectively, "**Inmarsat**," and together with the Reorganized Debtors, the "**Parties**") file this Stipulation of Agreed Facts ("**Stipulation**") in advance of the hearing held in part on June 17, 2021, and continued to June 24, 2021 (the "**Hearing**"), as directed by this Court.

The undisputed facts stipulated below are derived from Inmarsat's *Application for Allowance of Administrative Expense Claim* [ECF No. 1532] ("**Application**"), the Reorganized Debtors' *Limited Objection to Inmarsat's Application for Allowance of Administrative Expense Claim* [ECF No. 1562] ("**Objection**"), the *Declaration of David Ross* [ECF No. 1563] ("**Ross Decl.**"), *Inmarsat's Response to Reorganized Debtors' Limited Objection to Application for*

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

Allowance of Administrative Expense Claim [ECF No. 1629] ("**Reply**"), the *Declaration of Steven Burnett* [ECF No. 1629-1] ("**Burnett Decl.**") and/or other public filings with the Court.

Undisputed Facts

A. Parties' Historical Relationship, Inmarsat Services, and Agreements

1. Inmarsat operates a satellite network that provides near-global communications services to remote locations, including ships at sea, planes in the air, and enterprises on land.[2] Inmarsat sells its satellite services on a wholesale basis to distributors and on a retail basis directly to end-users.[3]

2. For many years, Speedcast was a leading distributor of Inmarsat maritime services.[4] Speedcast provided Inmarsat's satellite services, including FleetBroadband and Fleet Xpress ("**FX**") services (collectively, the "**Services**"), to its end customers both before and after April 23, 2020 (the "**Petition Date**").[5]

3. The Inmarsat Services were provided to Speedcast prior to the Petition Date under various master service agreements ("**MSAs**"), including the Master Supply Agreement between Inmarsat Global Limited and Speedcast Limited, effective November 1, 2018 ("**Hong Kong MSA**"), and the Global Xpress Subscription Services Agreement entered into between Inmarsat Global Limited and SRH Marine Electronics S.A., dated April 16, 2015 (the "**Cyprus MSA**").[6]

4. In connection with Inmarsat's launch of a new maritime service, the FX Services, the Parties entered into a Strategic Alliance Agreement effective June 10, 2016 ("**SAA**").[7] The SAA provided for discounted pricing for the FX Services delivered under the MSAs to align the

[2] Reply ¶ 1; Burnett Decl. ¶ 6.
[3] Burnett Decl. ¶ 6.
[4] Reply ¶ 2.
[5] Application ¶¶ 2-4; Objection ¶¶ 3-4.
[6] Objection ¶ 4; *see also* Application ¶¶ 3-4.
[7] Reply ¶ 2; Objection ¶ 5.

Parties' business interests and stimulate business growth for Inmarsat's FX Services.[8] If the discounted pricing in the SAA had not been applied to FX Services provided under the MSAs, the Reorganized Debtors would have paid 30% more for the Services than was invoiced and paid by the Reorganized Debtors in 2020 and the Reorganized Debtors would have had significant difficulties attracting their customers to the Inmarsat FX network. As a result of the 30% discount from Inmarsat to Speedcast in the SAA, Speedcast was able to provide Inmarsat over 950 new customers in a three-year span.

5. After the Petition Date, the Debtors accepted Inmarsat Services throughout the chapter 11 proceedings and through December 31, 2020.[9]

6. The SAA also required Speedcast to meet certain minimum targets for deploying FX Services at the end of each calendar year (the "**Minimum RGU Commitment**").[10] Speedcast later agreed to increase its annual commitments to install FX on vessels under the SAA, and Inmarsat agreed to forgive $5 million of Speedcast debts.[11] In the event those minimum targets were not met (i.e., Speedcast did not meet the "take" portion of the SAA's take-or-pay provisions at the end of any calendar year), Speedcast was obligated to pay certain "shortfall amounts" to Inmarsat.[12] These obligations in the SAA are referred to by the Parties as the "take-or-pay" obligations.[13]

[8] Objection ¶ 5; *see also* Reply ¶ 6.
[9] Application ¶¶ 4, 7.
[10] Objection ¶ 5.
[11] Burnett Decl. ¶ 8.
[12] *See* Application ¶ 7 (explaining that the "Debtors agreed that in Inmarsat billed for FX [S]ervices delivered to the Debtors at that substantial discount, then the Debtors would meet minimum targets for deploying FX on new vessels by December 31, 2020 or pay a "shortfall amount"); Burnett Decl. ¶ 11 (explaining that under the SAA, "Speedcast was obligated to have FX on at least 1450 vessels by December 31, 2020, or to pay a 'Shortfall Amount'"); *see also* Reply ¶ 3.
[13] *See* Burnett Decl. ¶ 7 ("When Inmarsat was preparing to launch its FX services it entered into take-or-pay agreements with Speedcast and other significant maritime distributors).

7. The SAA included a provision for the invoicing of the Shortfall Amounts,[14] and neither the SAA nor the December 31, 2019 Agreement included any other provision to address the discounted pricing provided for in the SAA.

B. Global Settlement and Asset Sale Agreement

8. Certain disputes arose between the Parties prior to the Petition Date.[15] In June 2020, the Parties began discussing various options regarding their go-forward relationship.[16] Among the options discussed was consideration of a transfer of Speedcast customers to the Inmarsat platform and a full and final release of Speedcast from all take-or-pay obligations to Inmarsat to be documented in any final agreement to be reached by the Parties.[17]

9. After months of negotiations, on November 13, 2020, the Parties entered into an Asset Sale Agreement ("**ASA**") and other Transaction Agreements (as defined by the ASA) to effect the sale of certain assets and assignment of related Speedcast customer contracts, including most of Speedcast's FX and other Inmarsat maritime services customers, from the Debtor sellers to Inmarsat in exchange for an agreed payment from Inmarsat and a mutual release of claims between the parties with the exception of Permitted Claims, as discussed below (the "**Inmarsat Transaction**").[18] Speedcast sought approval of the Inmarsat Transaction in the 9019 Motion, "including the sale by [Speedcast] of the Assets . . . . the assumption by Inmarsat of certain liabilities, including the transfer of certain customers of [Speedcast], the settlement of claims and

[14] Burnett Decl. ¶ 11.
[15] *Motion of Debtors for Entry of an Order (I) Authorizing and Approving Inmarsat Transaction, including (A) Private Sale Free and Clear of All Liens, Claims, Encumbrances, and Other Interests, (B) Assumption and Assignment of Certain Contracts, and (C) Settlement and Release of Claims, (II) Approving Form and Manner of Notices of Inmarsat Transaction, and (III) Granting Related Relief* [ECF No. 950] (the "**9019 Motion**") ¶ 12.
[16] *Declaration of Tony Bates in Support of Motion to Approve Inmarsat Transaction, Asset Sale Agreement, and other Transaction Agreements* [ECF No. 953] ("**Bates Decl.**") ¶ 4.
[17] Debtors' Ex. 7 and 9 (Inmarsat's Resp. to RFA No. 19).
[18] Application ¶ 5; Objection ¶ 7; Reply ¶ 7.

granting of mutual releases between Inmarsat and [Speedcast], and other related terms and agreements, all as specified in the Asset Sale Agreement and other Transaction Agreements."[19]

10. As part of the Inmarsat Transaction, the Parties entered into the Deed of Termination and Release ("**Termination Agreement**"), one of the Transaction Documents, which was effective as of January 1, 2021.[20] Through the Termination Agreement, the Parties agreed to terminate the SAA and most of their other distribution agreements – effective on January 1, 2021.[21] The SAA and all of the MSAs covering FX Services save one are defined as "Existing Agreements" under the Termination Agreement.[22] The only "Surviving Agreement" (as defined in the Termination Agreement) was the Hong Kong MSA.[23]

11. Under the express terms of the Termination Agreement, Speedcast was liable to pay for all Services delivered by Inmarsat under any Existing Agreement or the Surviving Agreement through January 1, 2021 ("**Permitted Claims**"), and Inmarsat released most other claims and rights—past, present, or future—under the Existing Agreements as "Released Claims."[24] The Parties agreed to carve out from the definition of "Released Claims" any Permitted Claims for payment by Inmarsat for ongoing Services delivered "under, and otherwise on the terms of, any Existing Agreement or the Surviving Agreement" after the Petition Date through December 31, 2020.

12. The Court approved the Inmarsat Transaction on December 11, 2020, and it became effective January 1, 2021.[25]

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[19] 9019 Motion ¶ 7.
[20] Objection ¶ 9; Reply ¶ 7.
[21] Reply ¶ 7.
[22] *See* Reply ¶ 9.
[23] Objection ¶ 8; Burnett Decl. ¶ 10.
[24] Burnett Decl. ¶ 10; Objection ¶ 7.
[25] Application ¶ 6; Objection ¶ 7; *see also Order (I) Authorizing and Approving Inmarsat Transaction, including (A) Private Sale Free and Clear of All Liens, Claims, Encumbrances, and Other Interests, (B) Assumption and Assignment*

C. Shortfall Amounts Asserted by Inmarsat

13. Speedcast did not meet the minimum target obligations required by the SAA for 2020, resulting in a shortfall.[26]

14. Inmarsat issued an invoice to Speedcast, Invoice No. 10145104 dated March 31, 2021, in the Shortfall Amount of $2,161,890.00 (the "**Invoice**").[27] The Shortfall Amount reflected in the Invoice is calculated according to the formula in the 2016 SAA, as amended by the 2017 Business Transfer Agreement.[28]

15. The Invoice reflects that Speedcast did not initiate service on the minimum target number of vessels by December 31, 2020, as calculated by Inmarsat.[29] To calculate the $2,161,890.00 Shortfall Amount, Inmarsat invoiced Speedcast 90% of the Minimum RGU Commitment for the year 2020 as set forth in Sections B(4) and C(1) of Schedule A in the 2016 SAA.[30] This $2,161,890.00 Shortfall Amount was used in the administrative expense claim sought by Inmarsat in the Application, which was filed on April 9, 2021.[31] The calculation of the Shortfall Amounts and, more specifically for purposes of the hearing scheduled for June 24, 2021, whether any Shortfall Amount is due, is the only matter that remains in dispute between the Parties. No claims for Services delivered by Inmarsat under any other Existing Agreement or the Surviving Agreement through January 1, 2021 are part of the current dispute before the Court.

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of Certain Contracts, and (C) Settlement and Release of Claims, (II) Approving Form and Manner of Notices of Inmarsat Transaction, and (III) Granting Related Relief [ECF No. 1071].

[26] Application ¶ 7; Reply ¶ 3; Burnett Decl. ¶ 11.

[27] Application ¶ 7.

[28] Application ¶ 7.

[29] *See also* Burnett Decl. ¶ 11.

[30] *See* Inmarsat Invoice and Excel Summary from S. Burnett, dated April 6, 2021.

[31] *See generally*, Application.

Dated: June 23, 2021
Houston, Texas

Respectfully submitted,

/s/ Paul R. Genender

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Certificate of Service

I hereby certify that on June 23, 2021, 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 and served on counsel for Inmarsat.

/s/ Paul R. Genender
Paul R. Genender

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)**
Reorganized Debtors.[1]	§	

SUPPLEMENT TO REORGANIZED DEBTORS' LIMITED OBJECTION TO INMARSAT'S APPLICATION FOR ALLOWANCE OF ADMINISTRATIVE EXPENSE CLAIM

SpeedCast International Limited and its debtor affiliates, as reorganized debtors (the "**Debtors**" and as reorganized the "**Reorganized Debtors**"), file this supplement ("**Supplement**") to their *Limited Objection to Inmarsat's Application for Allowance of Administrative Expense Claim* [ECF No. 1562] ("**Limited Objection**") and in opposition to the Inmarsat's Response to the Limited Objection [ECF No. 1629] ("**Response**").[2] In support, the Reorganized Debtors respectfully represent the matters set forth below.

Much of the background, including the parties' relationship and the agreements governing that relationship, is undisputed.[3] The narrow, limited dispute before the Court is whether any "Shortfall Amounts" are owed from the Reorganized Debtors to Inmarsat despite the global settlement effective January 1, 2021, and the broad releases contained therein. For the reasons described in the Objection and this Supplement, they are not.

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

[2] All capitalized terms not otherwise defined in this Supplement shall have the meanings prescribed to them in the Limited Objection.

[3] *See generally*, Stipulation of Agreed Facts ("**Stipulation**"), filed with the Court on June 23, 2021.

Brief Summary

1. As expressly agreed by the parties and documented in the express terms of the Termination Agreement, and previewed to this Court in the Debtors' 9019 Motion supported by Inmarsat, one of the primary reasons the Debtors entered into the Inmarsat Transaction was to receive relief from their "take-or-pay" obligations (i.e., the Shortfall Amounts) in the SAA in the form of broad, mutual releases. In return for waiving any rights to these claims, Inmarsat received substantial benefits, including (among other things) Speedcast's customer contracts. This, coupled with the fact that Inmarsat never expressly disclosed or reserved its rights to later assert any claim to the Shortfall Amounts, is why the Reorganized Debtors were shocked to learn that Inmarsat's Application in April 2021 asserts a claim for the previously-released Shortfall Amounts.

2. Attempting to retrade the deal by trying to change the express terms of the parties' agreement, Inmarsat incorrectly claims that the Shortfall Amounts in the SAA were carved out of the "Released Claims" in the narrow, limited category of "Permitted Claims." Those claims were defined to only include "any claims for payment by an Inmarsat Entity ***for services delivered*** by the relevant Inmarsat Entity to a Speedcast Entity ***after 23 April 2020 under, and otherwise on the terms of, any Existing Agreement or the Surviving Agreement***." *See* Termination Agreement § 1.1 (emphasis added). No Inmarsat Services were provided, or contemplated to be provided, directly **under** the SAA, and under basic contract interpretation principles, Inmarsat cannot read the Termination Agreement's unambiguous definition of Permitted claims to mean "**or**" when it plainly says "**and**."

3. All Permitted Claims for Inmarsat Services delivered post-petition have been paid by the Reorganized Debtors as contemplated by the parties and documented in the

agreement's express terms. There is no basis, in law or fact, for Inmarsat's claim for Shortfall Amounts.

The Shortfall Amounts Are "Released Claims"

4. Disputes arose in early 2020 surrounding, among other things, the interpretation and enforceability of the December 31, 2019 amendment to the SAA and the Debtors' continued difficulties in meeting various performance targets in acquiring new customers for the Inmarsat Services, i.e., the take-or-pay obligations, including as a result of the global COVID-19 pandemic.[4] In the event the Debtors did not meet certain minimum targets for deploying FX Services on vessels at the end of each calendar year as required by the SAA (i.e., the "take"), they were required to pay certain "shortfall amounts" to Inmarsat in the form of a contractual penalty.[5] Specifically, in 2020, the Debtors were required to initiate Inmarsat's FX Services on 1,450 vessels.[6] Anticipating they would not meet the new customer requirements under the SAA in 2020, and after filing for chapter 11 protection on April 23, 2020, the Debtors attempted to reach an agreement with Inmarsat by which they could avoid those substantial penalties.[7]

5. In June 2020, the parties began discussing "the various options regarding their go-forward relationship, including . . . a potential transfer of the Debtors' customers to Inmarsat through a negotiated transaction."[8] In the parties' negotiations, Inmarsat expressly

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4 Supplemental Declaration of David Ross ("**Supp. Ross Decl.**"), which is being filed contemporaneously with this Supplement, ¶ 11; *see also* Stipulation ¶ 8.

5 *See* Stipulation ¶ 6; Supp. Ross Decl. ¶¶ 8-9.

6 Supp. Ross Decl. ¶ 11.

7 *Id.*; *Motion of Debtors for Entry of an Order (I) Authorizing and Approving Inmarsat Transaction, including (A) Private Sale Free and Clear of All Liens, Claims, Encumbrances, and Other Interests, (B) Assumption and Assignment of Certain Contracts, and (C) Settlement and Release of Claims, (II) Approving Form and Manner of Notices of Inmarsat Transaction, and (III) Granting Related Relief* [ECF No. 950] ("**9019 Motion**") ¶¶ 9-10.

8 Stipulation ¶ 8; *Declaration of Tony Bates in Support of Motion to Approve Inmarsat Transaction, Asset Sale Agreement, and other Transaction Agreements* [ECF No. 953] ("**Bates Decl.**") ¶ 4.

contemplated that a "smooth transfer of customers to the Inmarsat platform . . . would also include full and final release of Speedcast from all Take or Pay obligations to Inmarsat."[9]

6. Indeed, one of the primary reasons the Debtors entered into the Inmarsat Transaction was to receive relief from their "take-or-pay" obligations in the SAA. As explained to the Court in the Debtors' Rule 9019 Motion, relief from those contractual obligations in the form of a "[w]aiver of all Inmarsat prepetition unsecured claims, totaling approximately $112.3 million USD," among other things, would "bring substantial benefits to the Debtors and their estates" and provide consideration for the assets sold to Inmarsat in the parties' global transaction.[10]

7. Seeking Court approval for the Inmarsat Transaction, the Debtors explained that the mutual releases contained in the Inmarsat Transaction would be in the best interest of the Debtors' estates and were the best way to maximize recoveries for creditors in connection with the Debtors' restructuring efforts.[11] Inmarsat did not object to the 9019 Motion, did not preserve any of its rights related to the Shortfall Amounts in the same, and in fact filed a declaration ***in support of the requested relief***.[12]

8. As both parties acknowledge, the releases in the Termination Agreement—a transaction agreement identified by the ASA—were extremely broad, as was the definition of "Released Claims."[13] As defined in the Termination Agreement, Released Claims meant, other than Permitted Claims (defined below), "***any and all claims, actions, causes of action*** . . . . whether known or unknown . . . disputed or undisputed, based on law or equity . . . ***existing at any time,***

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9 Stipulation ¶ 8; Supp. Ross Decl. ¶ 12 (citing Debtors' Ex. No. 7 [ECF No. 1632-7], filed under seal, and Debtors' Ex. No. 9 [ECF No. 1632-9] at Request for Admission No. 21).

10 Rule 9019 Motion ¶¶ 2, 16(f).

11 *Id.* ¶¶ 22, 27(d).

12 *See generally*, Bates Decl.

13 *See* Stipulation ¶ 11 (agreeing "Inmarsat released most other claims and rights—past, present, or, future—under the Existing Agreements as 'Released Claims'"); Supp. Ross Decl. ¶ 14.

whether asserted or unasserted after the Effective Date." *See* Termination Agreement § 1.1 (emphasis added).

9. The Released Claims were subject to broad releases by both parties, including Inmarsat. In Section 2.6 of the Termination Agreement, Inmarsat expressly agreed to "***absolutely, irrevocably and unconditionally forever release*** and discharge each Speedcast Group Member from . . . ***any Released Claims*** ever held by that Inmarsat Group Member against the relevant Speedcast Group Member or their respective bankruptcy estate(s) ***arising out of or relating to the Existing Agreements whether arising prior to, on or after the Effective Time*** . . . ." (emphasis added).

10. The parties agree that the SAA was an "Existing Agreement" that terminated as of January 1, 2021, and there is no dispute that Inmarsat received the benefit of its bargain, i.e., the Speedcast customer contracts and related assets.[14] Accordingly, this is where Inmarsat's logic fails: the Shortfall Amounts were "Released Claims" in the express, unambiguous terms of the Termination Agreement. *See, e.g.*, *Nat'l Granite Title Ins. Agency, Inc. v. Cadlerock Props. Joint Venture, L.P.*, 5 A.D.3d 361, 362 (2d Dep't 2004) (interpretation of an unambiguous contract is determined "as a matter of law" with effect "given to the intent of parties as reflected by the express language of the agreement").

The Shortfall Amounts Are Not "Permitted Claims"

11. Inmarsat takes a position contrary to the express language of the "Released Claims" definition, contending instead and without support that the Shortfall Amounts fall into the narrow, limited carve-out of "Permitted Claims."[15] The Released Claims did not include "Permitted Claims," which were defined to include "any claims for payment by an Inmarsat Entity

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14 Stipulation ¶¶ 9-10.
15 *See generally*, Response.

for services delivered by the relevant Inmarsat Entity to a Speedcast Entity ***after 23 April 2020 under, and otherwise on the terms of, any Existing Agreement or the Surviving Agreement***. . . ." Termination Agreement § 1.1 (emphasis added).

12. The Permitted Claims were carved out of the broad Released Claims to capture only two types of claims for payment by Inmarsat for Services delivered and invoiced post-closing, neither of which apply here: (a) certain backup and land-based Services the Debtors agreed to continue and pay for under the Existing Agreement (i.e., the Hong Kong MSA); and (b) older invoices for Services previously delivered under ***other*** Existing Agreements (i.e., other MSAs) that had been accrued but still remained in accounts payable.[16] There is nothing in the express terms of the Termination Agreement to bring any claims other than for ***Services*** actually delivered to Speedcast.[17]

13. The use of the phrase "**under, and**" ends the inquiry. No Inmarsat Services were provided, or contemplated to be provided, directly **under** the SAA at any time,[18] and Inmarsat's claim for payment of the Shortfall Amounts arise under the SAA.[19]

14. This alone demonstrates that the Shortfall Amounts were not "Permitted Claims" and, thus, are released. *Sasson v. TLG Acquisition LLC*, 127 A.D. 3d 480, 481 (1st Dep't 2015) (explaining that "because there is no ambiguity in the word 'and' . . . there is no reason to resort to rules of contract construction based on contractual provisions or context"); *Progressive Ne. Ins. Co. v. State Farm Ins. Cos.*, 81 A.D.3d 1376, 1378 (4th Dep't 2011) (emphasis added) (holding that use of the word "and" in a contract is ***unambiguously conjunctive*** and interpreting the phrase as disjunctive would be a "strained, unnatural and unreasonable" interpretation contrary

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16 Supp. Ross Decl. ¶ 17; *see* Stipulation ¶ 11.
17 *Id.; see generally*, Termination Agreement § 1.1.
18 Declaration of David Ross [ECF No. 1563] ¶ 7.
19 Stipulation ¶¶ 6-7, 14-15.

to "the plain language of th[e] sentence"); *Maxwell v. State Farm Mut. Auto. Ins. Co.*, 92 A.D.2d 1049, 1050 (3d Dep't 1983) (emphasis added) (holding that ***use of the word "and" in contract clause required satisfying both conditions*** because words are "given their ordinary meaning" and "use of the conjunctive 'and'" is "susceptible to but one interpretation").

15. Finally, and while the Reorganized Debtors find the remainder of Inmarsat's argument to be irrelevant for the reasons set forth above, the discount pricing the Debtors received under the SAA is wholly unrelated to the Shortfall Amounts sought by Inmarsat in its Application.[20] Any claims for Shortfall Amounts premised on the connection between the discounted pricing and the Services delivered under the MSAs are contradicted by the SAA's express terms.

16. The 30% discount provided for in the SAA was a "Pricing Principle" applied to the rates for Services provided under the MSAs.[21] It applied throughout the entire term of the SAA and was not dependent on the Debtors meeting any annual minimum targets—it did not increase or decrease based on the number of FX deployed on vessels.[22]

17. By contrast, the Shortfall Amounts were a consequence of the Debtors not meeting certain "Alignment Principles," i.e., the minimum targets (the "**Minimum RGU Commitment**").[23] The Minimum RGU Commitment, which increased each year, compensated Inmarsat for lost revenue if the Debtors did not meet those targets in the form of "shortfall amounts."[24] The discount was not part of calculating the Shortfall Amount in either the 2016 SAA

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20 *See* Supp. Ross Decl. ¶ 7.
21 *Id.* ¶ 6; Stipulation ¶ 4 ("The SAA provided for discount pricing for the FX Services delivered under the MSAs to align the Parties' business interests and stimulate business growth for Inmarsat's FX Services.").
22 Supp. Ross Decl. ¶ 6.
23 *Id.* ¶¶ 7, 9; *see also* Stipulation ¶ 6.
24 Supp. Ross Decl. ¶ 8.

or its subsequent amendments.[25] Simply put, it was not a "price term"—instead, ***it was the antithesis of a price term***. It provided for payment to Inmarsat when Services were ***not*** delivered.[26]

18. For this additional reason, even assuming Inmarsat could change the express language of the Termination Agreement's definition of "Permitted Claims" to read "under, **or**" (which it cannot do), the Shortfall Amounts are not "otherwise on the terms of" the MSAs, which alone provide for the Service descriptions, user requirements, and the like.[27]

Prayer

19. For the reasons set forth above and in their Limited Objection, the Reorganized Debtors respectfully request that the Court find as a matter of law that the Shortfall Amounts were "Released Claims" under the Termination Agreement. The Reorganized Debtors further request any additional relief to which they may be entitled, whether at law or in equity.

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25 Stipulation ¶ 7; Supp. Ross Decl. ¶ 10.
26 Supp. Ross Decl. ¶ 7.
27 *See* Declaration of David Ross [ECF No. 1563] ¶ 6.

Dated: June 23, 2021
Houston, Texas

Respectfully submitted,

/s/ Paul R. Genender

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Attorneys for Reorganized Debtors

Certificate of Service

I hereby certify that on June 23, 2021, 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 and served on counsel for Inmarsat.

/s/ Paul R. Genender
Paul R. Genender

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)**
Reorganized Debtors.[1]	§	

SUPPLEMENTAL DECLARATION OF DAVID ROSS

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

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

2. I submit this supplemental declaration (the "**Supplemental Declaration**") in support of the *Supplement to Reorganized Debtors' Limited Objection to Inmarsat's Application for Allowance of Administrative Expense Claim* (the "**Supplement**"), which is filed contemporaneously with this Supplemental Declaration, and in further support of the Reorganized Debtors' Limited Objection [ECF No. 1562].[2]

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

[2] All capitalized terms not otherwise defined in this Supplemental Declaration shall have the meanings prescribed to them in the Limited Objection or in my prior declaration [ECF No. 1563] (the "**Prior Declaration**").

3. Unless otherwise indicated, the facts in this Supplemental Declaration are based upon my personal knowledge, including my personal knowledge of the Reorganized Debtors' current operations and financial performance, as well as their relationship and agreements with Inmarsat; information learned from my review of relevant documents; and information provided to me by employees of the Reorganized Debtors.

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

The Shortfall Amounts Are Not the Same as Discounted Pricing under the SAA

5. When Inmarsat launched its FX Services, the Parties entered into the June 10, 2016 Strategic Alliance Agreement ("**SAA**") to align their business interests and stimulate business growth for Inmarsat's FX Services.

6. The SAA provided for discounted pricing for Inmarsat Services delivered under the MSAs. The 30% discount applied to the rates for Services provided under the MSAs and was an SAA "Pricing Principle." This Pricing Principle applied throughout the entire term of the SAA and was not dependent on Speedcast meeting any annual minimum targets—it did not increase or decrease based on the number of FX deployed on vessels.

7. Separately, and by contrast, the SAA required Speedcast to meet certain minimum targets for deploying FX Services at the end of each calendar year (the "**Minimum RGU Commitment**"). Unlike the 30% Pricing Principle, the Shortfall Amounts constituted payments to Inmarsat when Services were ***not*** delivered.

8. This minimum commitment, which increased each year, and the corresponding Shortfall Amount compensated Inmarsat for lost revenue in the form of "shortfall amounts" if

Speedcast did not add vessels to the Fleet Xpress network. Specifically, the Shortfall Amount is calculated by applying a penalty of six months of the average revenue per unit (based on the average monthly Speedcast purchase price) for each vessel that falls below the minimum target (the "**2016 SAA Calculation**").

9. The Minimum RGU Commitment, or "Alignment Principle," in the SAA and its resulting penalties are referred to by the Parties as the "take-or-pay" obligations. In the event the Minimum RGU Commitment was not met (i.e., Speedcast did not meet the "take" portion of the SAA's take-or-pay provisions) at the end of any calendar year, Speedcast was obligated to pay the Shortfall Amounts to Inmarsat.

10. The Shortfall Amounts as calculated by the 2016 SAA and its subsequent amendments does not include any reference to, or clawback of, the discounted Pricing Principle.

The Shortfall Amounts Are "Released Claims"

11. In 2020, Speedcast was required to initiate Inmarsat's FX Services on 1,450 vessels as contemplated by the 2016 SAA and amended by the 2017 Business Transfer Agreement. After filing for chapter 11 protection on April 23, 2020, anticipating it would not meet the new customer requirements under the SAA in 2020 (i.e., the take-or-pay obligations), including as a result of the global COVID-19 pandemic, and in light of certain other disputes that had arisen between the Parties prior to the Petition Date that related to the interpretation and enforceability of the December 31, 2019 SAA amendment, Speedcast attempted to reach an agreement with Inmarsat by which it could avoid those substantial penalties.

12. In June 2020, the Parties began discussing various options regarding their go-forward relationship. This included considering a transfer of Speedcast customers to the Inmarsat platform, which would include a full and final release of Speedcast from all take-or-pay obligations

to Inmarsat. In the parties' negotiations, Inmarsat expressly contemplated that a "smooth transfer of customers to the Inmarsat platform . . . would also include full and final release of Speedcast from all Take or Pay obligations to Inmarsat."[3]

13. After months of negotiations, on November 13, 2020, the Parties entered into the ASA and the other Transaction Agreements, including the Termination Agreement, to effect the Inmarsat Transaction. As a result of the global, commercial Inmarsat Transaction, Speedcast sold certain assets and assigned its related customer contracts, including most of Speedcast's FX and other Inmarsat maritime services customers, to Inmarsat in exchange for an agreed payment from Inmarsat and a mutual release of claims between the Parties.

14. As contemplated by the Parties, the mutual releases documented in the Termination Agreement are very broad, as is the definition of "Released Claims." Under the express terms of the Termination Agreement, Speedcast was liable to pay for all Services delivered by Inmarsat under any of the MSAs through January 1, 2021, and Inmarsat released most other claims and rights—past, present, or future—under the Existing Agreements, including the SAA and its amendments, as "Released Claims."

The Shortfall Amounts Are Not "Permitted Claims"

15. After the Petition Date, Inmarsat provided a majority of its Services to Speedcast pursuant to the Hong Kong MSA and Cyprus MSA, each of which set forth the Services to be provided by Inmarsat, the charges for the Services, and the parties' respective obligations. The Debtors also received certain Services from Inmarsat under the Global Xpress Subscription

[3] *See* June 17, 2020 email correspondence from T. Bates to S. Wilks; a true and correct copy of which was filed under seal by the Reorganized Debtors on June 15, 2021 as "**Debtors' Ex. No. 7**" [ECF No. 1632-7]. *See also* **Debtors' Ex. No. 9** [ECF No. 1632-9] at Request for Admission No. 21 (admitting Ex. No. 7 is a true and correct copy).

Services Agreement entered into between Inmarsat Global Limited and Evolution Communications Group Ltd (the "**Evolution MSA**," and collectively with the Hong Kong MSA and Cyprus MSA, the "**MSAs**") after the Petition Date.

16. Consistent with the MSAs' terms, Speedcast accepted Inmarsat Services throughout the chapter 11 proceedings. Given these ongoing Services, the Parties agreed to carve out from the broad definition of "Released Claims" any claims for payment by Inmarsat for two narrow, limited categories of Services.

17. First, for ongoing Services delivered under the Hong Kong MSA after the Petition Date through December 31, 2020. This included certain backup and land-based Services Speedcast agreed to continue post-petition. Second, for Inmarsat Services that were previously delivered under any of the MSAs after the Petition Date but prior to the effective date of the Termination Agreement that had been accrued but not yet paid for by Speedcast in the ordinary course. This included older invoices for Services previously delivered under other Existing Agreements, i.e., the Cyprus MSA and Evolution MSA, that had been accrued but still remained in accounts payable.

18. These were referred to as "Permitted Claims" in the Termination Agreement. All Permitted Claims have been paid by the Reorganized Debtors in the ordinary course pursuant to the invoices sent by Inmarsat, and are not part of the current dispute before the Court.

Any Shortfall Amounts Are Calculated by the 2016 SAA

19. As anticipated, Speedcast did not meet the Minimum RGU Commitment required by the SAA for 2020, resulting in a shortfall.

20. Despite the Inmarsat Transaction, including the Parties' global settlement and Termination Agreement, Inmarsat issued an invoice to Speedcast, Invoice No. 10145104 dated

March 31, 2021, in the shortfall amount of $2,161,890.00 (the "**Invoice**").[4] The "shortfall amount" reflected in the Invoice is calculated according to the formula in the 2016 SAA, as amended by the 2017 Business Transfer Agreement. As expected, the Invoice does not reference the SAA's discounted Pricing Principle or request reimbursement of the same.

21. The Invoice reflects that Speedcast did not initiate service on the minimum target number of vessels by December 31, 2020, as calculated by Inmarsat.[5] The Invoice calculated the Shortfall Amount based on the 2016 SAA Calculation. To calculate the $2,161,890.00 Shortfall Amount, Inmarsat invoiced Speedcast 90% of the Minimum RGU Commitment for the year 2020 as set forth in Sections B(4) and C(1) of Schedule A in the 2016 SAA.[6]

Dated: June 23, 2021
Aberdeen, Scotland, UK

/s/ David Ross
Name: David Ross
Title: Vice President Finance

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4 *See* Inmarsat Invoice and Excel Summary from S. Burnett, dated April 6, 2021; a true and correct copy of which is attached to this Supplemental Declaration as "**Exhibit A**."

5 *See id.*

6 *Id.*

EXHIBIT A

Inmarsat Global Ltd.

INVOICE

Inmarsat
The mobile satellite company

Bill to

SPEEDCAST LIMITED
9/F., PHASE II
CHINA TAIPING TOWER
8 SUNNING ROAD , CAUSEWAY BAY
HONG KONG
HONG KONG

Details

Number	10145104
Bill to reference	10401
Sold to reference	10401
Your reference	-
Your additional info	-
Billing period end date	31-Mar-2021
Date	31-Mar-2021
Payment due date	**25-May-2021**
Currency	USD

Legacy IDs: Billing Profile: 10401. DP ID: 3052.

Summary

	Total
Other Revenue	2,161,890.00
Total excl Taxes	**2,161,890.00**
Taxes	0.00
Total incl Taxes	**2,161,890.00**

As part of our latest Inmarsat Billing Upgrades we have implemented improvements to our invoices.
A Know Your Invoice guide and further useful documents are available on our webpage.
Please visit www.inmarsat.com/billingupgrades for more information on the changes.

Payment information

Payment details	Payment must be made by Wire Transfer to: Inmarsat Global Ltd. USD: JPMorgan Chase Bank NA, 270 Park Avenue, New York, NY 10017, USA Account details: A/C 825157923 Swift/BIC CHASUS33 ABA/Routing 021000021
Bank fees	Please remit payment including any fees that may be deducted by your bank or intermediary banks to complete the transaction. Only the amount of payment received from your bank will be credited to your account.
Late payment interest	Invoices not paid by the Payment Due Date will be charged interest in accordance with the terms and conditions of your Agreement.

Inmarsat Global Ltd.

inmarsat
The mobile satellite company

Number	**10145104**
Bill to reference	10401
Sold to reference	10401
Your reference	-
Date	31-Mar-2021
Currency	**USD**

Service summary

Description	Total
Other items	
Other Revenue	2,161,890.00
Total Other Items	**2,161,890.00**
Total Service Summary	**2,161,890.00**

Inmarsat Global Ltd.

inmarsat
The mobile satellite company

Number	**10145104**
Bill to reference	10401
Sold to reference	10401
Your reference	-
Date	31-Mar-2021
Currency	**USD**

Other Revenue

Line	Product ID	Description	Units	UoM	Rate	Total
1	70101725	ToP Shortfall Penalty for 2020	1	MON	2,161,890.00	2,161,890.00
Total Other Revenue						**2,161,890.00**

Support and enquiries

Billing enquiry (except LPI) Please contact Global Customer Operations with any query or dispute regarding this invoice within seven days of the invoice date. Please reference your Bill To number and invoice number in any correspondence.	Enterprise, Aviation and Government customers: globalcustomersupport@inmarsat.com +44 (0) 207 728 1020 Maritime customers: support.maritime@inmarsat.com +47 (0) 70 17 24 00
Late Payment Interest (LPI) Enquiry Please contact the Credit & Collections team with any query or dispute regarding late payment interest within seven days of the invoice date. Please reference your Bill To number and invoice number in any correspondence.	Customers located in North America: collections-americas@inmarsat.com Customers located in Europe, the Middle East, or Africa: collections-EMEA@inmarsat.com Customer located in Asia or the Pacific: collections-APAC@inmarsat.com
Payment information Please contact the Accounts Receivable team for questions relating to how your payments are received and applied.	AR.inquiries@inmarsat.com
Technical support information Inmarsat is dedicated to delivering to you the best customer support possible by going beyond your expectations, no matter where you are or what time of day it is. Global Customer Operations operates 24-hours a day, 365-days a year.	Enterprise, Aviation and Government customers: globalcustomersupport@inmarsat.com +44 (0) 207 728 1020 Maritime customers: support.maritime@inmarsat.com +47 (0) 70 17 24 00
Sales support information	Enterprise, Aviation and Government customers: globalcustomersupport@inmarsat.com +44 (0) 207 728 1020 Maritime customers: support.maritime@inmarsat.com +47 (0) 70 17 24 00
Glossary	
CF	Call Forwarded. For example where a SIM has been configured so that an incoming call is forwarded to another number, eg a corporate office.
ICCID	Integrated Circuit Card Identifier. Unique identifier, stored within and printed on a SIM (Subscriber Identity Module) card.
IMN	Inmarsat Mobile Number. The diallable number for a subscriber using an Inmarsat I-3 terminal.
IMSI	International Mobile Subscriber Identity. A unique number, usually 15 digits, identifying a subscriber in a mobile telecommunication network.
ISN	Inmarsat Serial Number. The hardware ID on an Inmarsat I-3 terminal. A single terminal may have several related IMNs.
MB	Megabyte. Measurement unit for airtime. Refer to the relevant commercial documentation for further details.
MO	Mobile Originated. Call is initiated on a user terminal. Also referred to as 'From Mobile' traffic.
MSISDN	Mobile Station International Subscriber Directory Number. A number used to route calls to and from a terminal in a mobile telecommunications network.
MT	Mobile Terminated. Call is received by a user terminal. Also referred to as To Mobile traffic.
SCAP	Shared Corporate Allowance Plan. A type of rate plan which allows many users to utilise a single allowance.
SQT	Super Quiet Time. A commercial offer which provides advantageous rates for qualifying traffic. May have time-based restrictions.
UoM	Unit of Measure. Used to quantify the volume or amount of services or goods provided. Eg Minute, Megabyte. Usually abbreviated.
UTC	Universal Coordinated Time. Equivalent to Greenwich Mean Time for most purposes. All dates and times in this invoice/credit note are in UTC, unless otherwise stated.
Please be aware that for some airtime, a call setup charge, in additional to a volume based charge, may be applicable. Please refer to the relevant pricing documentation for further information.	

Speedcast ToP shortfall calculation - 2020	
Target vessel numbers	1,450
Actual Vessel numbers	979
Vesssel shortfall	471
Average ARPU	850
Months in year	12
$ shortfall	2,402,100
Shortfall amount (applying 90% in-line with formula)	**2,161,890**

INTERNAL | © INMARSAT

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)**
	§	
Reorganized Debtors.[1]	§	**(Jointly Administered)**
	§	

REORGANIZED DEBTORS' SUPPLEMENTAL EXHIBIT LIST FOR JUNE 24, 2021 VIDEO/TELEPHONIC HEARING ON INMARSAT'S APPLICATION FOR ALLOWANCE OF ADMINISTRATIVE EXPENSE CLAIM

SpeedCast International Limited and its reorganized debtor affiliates in the above-captioned chapter 11 cases (collectively, the "**Debtors**" and, as reorganized, the "**Reorganized Debtors**") file this supplemental witness and exhibit list (the "**Supplemental Exhibit List**")[2] for the video/telephonic hearing (the "**Hearing**") on Inmarsat's *Application for Allowance of Administrative Expense Claim*, dated April 9, 2021 [ECF No. 1532], and on the Reorganized Debtors' *Limited Objection* thereto, dated April 30, 2021 [ECF 1562], which began on June 17, 2021, and is continued to June 24, 2021 beginning at 4:00 p.m. (CST) before the Honorable Marvin Isgur.

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

[2] The Reorganized Debtors filed a Witness and Exhibit List for the June 17, 2021 Hearing at ECF No. 1632.

EXHIBITS

The Reorganized Debtors may offer into evidence any one or more of the following exhibits:

DEBTORS EXHIBIT NO.	DESCRIPTION	OFFERED	OBJECTION	ADMITTED	DATE
10.	*Supplemental Declaration of David Ross* in support of the *Supplement to Reorganized Debtors' Limited Objection to Inmarsat Application for Allowance of Administrative Expense Claim*, dated June 23, 2021 ("**Ross Supp. Decl.**") [ECF No. 1642]				
11.	*Invoice and Excel Summary from S. Burnett,* dated April 6, 2021, "Exhibit A" to the Ross Supp. Decl.				
12.	Any exhibit designated by any other party				
13.	Any pleading or other document filed with the Court on the docket of the above-captioned chapter 11 cases				
14.	Any exhibit necessary to rebut the evidence or testimony of any witness offered or designated by any other party				

The Reorganized Debtors reserve the right to amend or supplement the Supplemental Witness and Exhibit List at any time prior to the Hearing.

Dated: June 23, 2021
Dallas, Texas

Respectfully submitted,

/s/ Paul R. Genender

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Amanda.PenningtonPrugh@weil.com
Jake.Rutherford@weil.com

Attorneys for Debtors
and Reorganized Debtors

Certificate of Service

I hereby certify that on June 23, 2021, 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 and served by email on counsel for Inmarsat.

/s/ Paul R. Genender
Paul R. Genender

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)**
Reorganized Debtors.[1]	§	**(Jointly Administered)**

SUPPLEMENTAL DECLARATION OF DAVID ROSS

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

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

2. I submit this supplemental declaration (the "**Supplemental Declaration**") in support of the *Supplement to Reorganized Debtors' Limited Objection to Inmarsat's Application for Allowance of Administrative Expense Claim* (the "**Supplement**"), which is filed contemporaneously with this Supplemental Declaration, and in further support of the Reorganized Debtors' Limited Objection [ECF No. 1562].[2]

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

[2] All capitalized terms not otherwise defined in this Supplemental Declaration shall have the meanings prescribed to them in the Limited Objection or in my prior declaration [ECF No. 1563] (the "**Prior Declaration**").

3. Unless otherwise indicated, the facts in this Supplemental Declaration are based upon my personal knowledge, including my personal knowledge of the Reorganized Debtors' current operations and financial performance, as well as their relationship and agreements with Inmarsat; information learned from my review of relevant documents; and information provided to me by employees of the Reorganized Debtors.

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

The Shortfall Amounts Are Not the Same as Discounted Pricing under the SAA

5. When Inmarsat launched its FX Services, the Parties entered into the June 10, 2016 Strategic Alliance Agreement ("**SAA**") to align their business interests and stimulate business growth for Inmarsat's FX Services.

6. The SAA provided for discounted pricing for Inmarsat Services delivered under the MSAs. The 30% discount applied to the rates for Services provided under the MSAs and was an SAA "Pricing Principle." This Pricing Principle applied throughout the entire term of the SAA and was not dependent on Speedcast meeting any annual minimum targets—it did not increase or decrease based on the number of FX deployed on vessels.

7. Separately, and by contrast, the SAA required Speedcast to meet certain minimum targets for deploying FX Services at the end of each calendar year (the "**Minimum RGU Commitment**"). Unlike the 30% Pricing Principle, the Shortfall Amounts constituted payments to Inmarsat when Services were ***not*** delivered.

8. This minimum commitment, which increased each year, and the corresponding Shortfall Amount compensated Inmarsat for lost revenue in the form of "shortfall amounts" if

Speedcast did not add vessels to the Fleet Xpress network. Specifically, the Shortfall Amount is calculated by applying a penalty of six months of the average revenue per unit (based on the average monthly Speedcast purchase price) for each vessel that falls below the minimum target (the "**2016 SAA Calculation**").

9. The Minimum RGU Commitment, or "Alignment Principle," in the SAA and its resulting penalties are referred to by the Parties as the "take-or-pay" obligations. In the event the Minimum RGU Commitment was not met (i.e., Speedcast did not meet the "take" portion of the SAA's take-or-pay provisions) at the end of any calendar year, Speedcast was obligated to pay the Shortfall Amounts to Inmarsat.

10. The Shortfall Amounts as calculated by the 2016 SAA and its subsequent amendments does not include any reference to, or clawback of, the discounted Pricing Principle.

The Shortfall Amounts Are "Released Claims"

11. In 2020, Speedcast was required to initiate Inmarsat's FX Services on 1,450 vessels as contemplated by the 2016 SAA and amended by the 2017 Business Transfer Agreement. After filing for chapter 11 protection on April 23, 2020, anticipating it would not meet the new customer requirements under the SAA in 2020 (i.e., the take-or-pay obligations), including as a result of the global COVID-19 pandemic, and in light of certain other disputes that had arisen between the Parties prior to the Petition Date that related to the interpretation and enforceability of the December 31, 2019 SAA amendment, Speedcast attempted to reach an agreement with Inmarsat by which it could avoid those substantial penalties.

12. In June 2020, the Parties began discussing various options regarding their go-forward relationship. This included considering a transfer of Speedcast customers to the Inmarsat platform, which would include a full and final release of Speedcast from all take-or-pay obligations

to Inmarsat. In the parties' negotiations, Inmarsat expressly contemplated that a "smooth transfer of customers to the Inmarsat platform . . . would also include full and final release of Speedcast from all Take or Pay obligations to Inmarsat."[3]

13. After months of negotiations, on November 13, 2020, the Parties entered into the ASA and the other Transaction Agreements, including the Termination Agreement, to effect the Inmarsat Transaction. As a result of the global, commercial Inmarsat Transaction, Speedcast sold certain assets and assigned its related customer contracts, including most of Speedcast's FX and other Inmarsat maritime services customers, to Inmarsat in exchange for an agreed payment from Inmarsat and a mutual release of claims between the Parties.

14. As contemplated by the Parties, the mutual releases documented in the Termination Agreement are very broad, as is the definition of "Released Claims." Under the express terms of the Termination Agreement, Speedcast was liable to pay for all Services delivered by Inmarsat under any of the MSAs through January 1, 2021, and Inmarsat released most other claims and rights—past, present, or future—under the Existing Agreements, including the SAA and its amendments, as "Released Claims."

The Shortfall Amounts Are Not "Permitted Claims"

15. After the Petition Date, Inmarsat provided a majority of its Services to Speedcast pursuant to the Hong Kong MSA and Cyprus MSA, each of which set forth the Services to be provided by Inmarsat, the charges for the Services, and the parties' respective obligations. The Debtors also received certain Services from Inmarsat under the Global Xpress Subscription

[3] *See* June 17, 2020 email correspondence from T. Bates to S. Wilks; a true and correct copy of which was filed under seal by the Reorganized Debtors on June 15, 2021 as "**Debtors' Ex. No. 7**" [ECF No. 1632-7]. *See also* **Debtors' Ex. No. 9** [ECF No. 1632-9] at Request for Admission No. 21 (admitting Ex. No. 7 is a true and correct copy).

Services Agreement entered into between Inmarsat Global Limited and Evolution Communications Group Ltd (the "**Evolution MSA**," and collectively with the Hong Kong MSA and Cyprus MSA, the "**MSAs**") after the Petition Date.

16. Consistent with the MSAs' terms, Speedcast accepted Inmarsat Services throughout the chapter 11 proceedings. Given these ongoing Services, the Parties agreed to carve out from the broad definition of "Released Claims" any claims for payment by Inmarsat for two narrow, limited categories of Services.

17. First, for ongoing Services delivered under the Hong Kong MSA after the Petition Date through December 31, 2020. This included certain backup and land-based Services Speedcast agreed to continue post-petition. Second, for Inmarsat Services that were previously delivered under any of the MSAs after the Petition Date but prior to the effective date of the Termination Agreement that had been accrued but not yet paid for by Speedcast in the ordinary course. This included older invoices for Services previously delivered under other Existing Agreements, i.e., the Cyprus MSA and Evolution MSA, that had been accrued but still remained in accounts payable.

18. These were referred to as "Permitted Claims" in the Termination Agreement. All Permitted Claims have been paid by the Reorganized Debtors in the ordinary course pursuant to the invoices sent by Inmarsat, and are not part of the current dispute before the Court.

Any Shortfall Amounts Are Calculated by the 2016 SAA

19. As anticipated, Speedcast did not meet the Minimum RGU Commitment required by the SAA for 2020, resulting in a shortfall.

20. Despite the Inmarsat Transaction, including the Parties' global settlement and Termination Agreement, Inmarsat issued an invoice to Speedcast, Invoice No. 10145104 dated

March 31, 2021, in the shortfall amount of $2,161,890.00 (the "**Invoice**").[4] The "shortfall amount" reflected in the Invoice is calculated according to the formula in the 2016 SAA, as amended by the 2017 Business Transfer Agreement. As expected, the Invoice does not reference the SAA's discounted Pricing Principle or request reimbursement of the same.

21. The Invoice reflects that Speedcast did not initiate service on the minimum target number of vessels by December 31, 2020, as calculated by Inmarsat.[5] The Invoice calculated the Shortfall Amount based on the 2016 SAA Calculation. To calculate the $2,161,890.00 Shortfall Amount, Inmarsat invoiced Speedcast 90% of the Minimum RGU Commitment for the year 2020 as set forth in Sections B(4) and C(1) of Schedule A in the 2016 SAA.[6]

Dated: June 23, 2021
Aberdeen, Scotland, UK

/s/ David Ross
Name: David Ross
Title: Vice President Finance

[4] *See* Inmarsat Invoice and Excel Summary from S. Burnett, dated April 6, 2021; a true and correct copy of which is attached to this Supplemental Declaration as "**Exhibit A**."

[5] *See id.*

[6] *Id.*

EXHIBIT A

Inmarsat Global Ltd.

INVOICE

inmarsat
The mobile satellite company

Bill to

SPEEDCAST LIMITED
9/F., PHASE II
CHINA TAIPING TOWER
8 SUNNING ROAD , CAUSEWAY BAY
HONG KONG
HONG KONG

Details

Number	10145104
Bill to reference	10401
Sold to reference	10401
Your reference	-
Your additional info	-
Billing period end date	31-Mar-2021
Date	31-Mar-2021
Payment due date	**25-May-2021**
Currency	USD

Legacy IDs: Billing Profile: 10401. DP ID: 3052.

Summary

	Total
Other Revenue	2,161,890.00
Total excl Taxes	**2,161,890.00**
Taxes	0.00
Total incl Taxes	**2,161,890.00**

As part of our latest Inmarsat Billing Upgrades we have implemented improvements to our invoices.
A Know Your Invoice guide and further useful documents are available on our webpage.
Please visit www.inmarsat.com/billingupgrades for more information on the changes.

Payment information

Payment details	Payment must be made by Wire Transfer to: Inmarsat Global Ltd. USD: JPMorgan Chase Bank NA, 270 Park Avenue, New York, NY 10017, USA Account details: A/C 825157923 Swift/BIC CHASUS33 ABA/Routing 021000021
Bank fees	Please remit payment including any fees that may be deducted by your bank or intermediary banks to complete the transaction. Only the amount of payment received from your bank will be credited to your account.
Late payment interest	Invoices not paid by the Payment Due Date will be charged interest in accordance with the terms and conditions of your Agreement.

Inmarsat Global Ltd.

inmarsat
The mobile satellite company

Number	**10145104**
Bill to reference	10401
Sold to reference	10401
Your reference	-
Date	31-Mar-2021
Currency	**USD**

Service summary

Description	**Total**
Other items	
Other Revenue	2,161,890.00
Total Other Items	**2,161,890.00**
Total Service Summary	**2,161,890.00**

Inmarsat Global Ltd.

inmarsat
The mobile satellite company

Number	**10145104**
Bill to reference	10401
Sold to reference	10401
Your reference	-
Date	31-Mar-2021
Currency	**USD**

Other Revenue

Line	Product ID	Description	Units	UoM	Rate	Total
1	70101725	ToP Shortfall Penalty for 2020	1	MON	2,161,890.00	2,161,890.00
Total Other Revenue						**2,161,890.00**

Inmarsat Global Ltd.

inmarsat
The mobile satellite company

Support and enquiries

Billing enquiry (except LPI) Please contact Global Customer Operations with any query or dispute regarding this invoice within seven days of the invoice date. Please reference your Bill To number and invoice number in any correspondence.	Enterprise, Aviation and Government customers: globalcustomersupport@inmarsat.com +44 (0) 207 728 1020 Maritime customers: support.maritime@inmarsat.com +47 (0) 70 17 24 00
Late Payment Interest (LPI) Enquiry Please contact the Credit & Collections team with any query or dispute regarding late payment interest within seven days of the invoice date. Please reference your Bill To number and invoice number in any correspondence.	Customers located in North America: collections-americas@inmarsat.com Customers located in Europe, the Middle East, or Africa: collections-EMEA@inmarsat.com Customer located in Asia or the Pacific: collections-APAC@inmarsat.com
Payment information Please contact the Accounts Receivable team for questions relating to how your payments are received and applied.	AR.inquiries@inmarsat.com
Technical support information Inmarsat is dedicated to delivering to you the best customer support possible by going beyond your expectations, no matter where you are or what time of day it is. Global Customer Operations operates 24-hours a day, 365-days a year.	Enterprise, Aviation and Government customers: globalcustomersupport@inmarsat.com +44 (0) 207 728 1020 Maritime customers: support.maritime@inmarsat.com +47 (0) 70 17 24 00
Sales support information	Enterprise, Aviation and Government customers: globalcustomersupport@inmarsat.com +44 (0) 207 728 1020 Maritime customers: support.maritime@inmarsat.com +47 (0) 70 17 24 00
Glossary	
CF	Call Forwarded. For example where a SIM has been configured so that an incoming call is forwarded to another number, eg a corporate office.
ICCID	Integrated Circuit Card Identifier. Unique identifier, stored within and printed on a SIM (Subscriber Identity Module) card.
IMN	Inmarsat Mobile Number. The diallable number for a subscriber using an Inmarsat I-3 terminal.
IMSI	International Mobile Subscriber Identity. A unique number, usually 15 digits, identifying a subscriber in a mobile telecommunication network.
ISN	Inmarsat Serial Number. The hardware ID on an Inmarsat I-3 terminal. A single terminal may have several related IMNs.
MB	Megabyte. Measurement unit for airtime. Refer to the relevant commercial documentation for further details.
MO	Mobile Originated. Call is initiated on a user terminal. Also referred to as 'From Mobile' traffic.
MSISDN	Mobile Station International Subscriber Directory Number. A number used to route calls to and from a terminal in a mobile telecommunications network.
MT	Mobile Terminated. Call is received by a user terminal. Also referred to as To Mobile traffic.
SCAP	Shared Corporate Allowance Plan. A type of rate plan which allows many users to utilise a single allowance.
SQT	Super Quiet Time. A commercial offer which provides advantageous rates for qualifying traffic. May have time-based restrictions.
UoM	Unit of Measure. Used to quantify the volume or amount of services or goods provided. Eg Minute, Megabyte. Usually abbreviated.
UTC	Universal Coordinated Time. Equivalent to Greenwich Mean Time for most purposes. All dates and times in this invoice/credit note are in UTC, unless otherwise stated.
Please be aware that for some airtime, a call setup charge, in additional to a volume based charge, may be applicable. Please refer to the relevant pricing documentation for further information.	

Speedcast ToP shortfall calculation - 2020	
Target vessel numbers	1,450
Actual Vessel numbers	979
Vesssel shortfall	471
Average ARPU	850
Months in year	12
$ shortfall	2,402,100
Shortfall amount (applying 90% in-line with formula)	**2,161,890**

INTERNAL | © INMARSAT

Inmarsat Global Ltd.

INVOICE

inmarsat
The mobile satellite company

Bill to

SPEEDCAST LIMITED
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Inmarsat Global Ltd.

inmarsat
The mobile satellite company

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Service summary

Description	**Total**
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Late Payment Interest (LPI) Enquiry Please contact the Credit & Collections team with any query or dispute regarding late payment interest within seven days of the invoice date. Please reference your Bill To number and invoice number in any correspondence.	Customers located in North America: collections-americas@inmarsat.com Customers located in Europe, the Middle East, or Africa: collections-EMEA@inmarsat.com Customer located in Asia or the Pacific: collections-APAC@inmarsat.com
Payment information Please contact the Accounts Receivable team for questions relating to how your payments are received and applied.	AR.inquiries@inmarsat.com
Technical support information Inmarsat is dedicated to delivering to you the best customer support possible by going beyond your expectations, no matter where you are or what time of day it is. Global Customer Operations operates 24-hours a day, 365-days a year.	Enterprise, Aviation and Government customers: globalcustomersupport@inmarsat.com +44 (0) 207 728 1020 Maritime customers: support.maritime@inmarsat.com +47 (0) 70 17 24 00
Sales support information	Enterprise, Aviation and Government customers: globalcustomersupport@inmarsat.com +44 (0) 207 728 1020 Maritime customers: support.maritime@inmarsat.com +47 (0) 70 17 24 00
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Average ARPU	850
Months in year	12
$ shortfall	2,402,100
Shortfall amount (applying 90% in-line with formula)	**2,161,890**

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ENTERED
07/07/2021

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

In re:	Chapter 11
SpeedCast International Limited, *et al.*,[1]	Case No. 20-32243 (MI)
Debtors.	(Jointly Administered)

ORDER AUTHORIZING INMARSAT GLOBAL LIMITED, INMARSAT SOLUTIONS B.V., INMARSAT MARITIME VENTURES LTD., INMARSAT INC., INMARSAT SOLUTIONS (US) INC., INMARSAT SOLUTIONS (CANADA) INC., AND INMARSAT SOLUTIONS AS NORWAY TO FILE EXHIBITS TO THE DECLARATION OF STEVEN BURNETT UNDER SEAL

Upon consideration of Inmarsat Global Limited, Inmarsat Solutions B.V., Inmarsat Maritime Ventures, Ltd., Inmarsat Inc., Inmarsat Solutions (US) Inc., Inmarsat Solutions (Canada) Inc., and Inmarsat Solutions AS Norway (collectively, "Inmarsat") *Unopposed Emergency Motion for Authorization to File Exhibits to the Declaration of Steven Burnett Under Seal* (the "Motion"); and this Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided under the circumstances; and it further appearing that cause exists to grant the relief requested in the Motion and that the relief requested in the Motion is in the best interests of the Debtors, their estates and creditors; and upon due consideration of the Motion; and upon all of the proceedings had before the Court; and after due deliberation thereon and sufficient cause appearing therefore:

[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.

IT IS HEREBY ORDERED that:

1. Pursuant to section 107(b) of the Bankruptcy Code and Bankruptcy Rule 9018, Inmarsat is authorized to file the exhibits to the Declaration of Steven Burnett under seal.
2. To the extent they are admitted, the Exhibits will be treated as sealed for all purposes at the June 17, 2021 hearing.
3. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.
4. Inmarsat is authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.
5. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Signed: July 07, 2021

Marvin Isgur
United States Bankruptcy Judge

United States Bankruptcy Court
Southern District of Texas
ENTERED
December 21, 2021
Nathan Ochsner, Clerk

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

IN RE:	§	
	§	**CASE NO: 20-32243**
SPEEDCAST INTERNATIONAL LIMITED, *et al.*,	§	
	§	
Debtors.	§	**Jointly Administered**
	§	**CHAPTER 11**

MEMORANDUM OPINION

SpeedCast and Inmarsat entered a series of contracts during their long business relationship. The last of those contracts terminated all claims Inmarsat may have against SpeedCast except for any "Permitted Claims." Inmarsat argues SpeedCast owes a "Shortfall Amount" under one of their contracts as a Permitted Claim. For the reasons set forth below, SpeedCast owes no Shortfall Amount.

BACKGROUND

Inmarsat Global Limited and its affiliates operate a satellite network that provides communications services. (ECF No. 1640 at 2). For many years, SpeedCast International Limited and its affiliates distributed Inmarsat's maritime communication services. (ECF No. 1640 at 2). Inmarsat delivered the maritime services to SpeedCast under various Master Service Agreements. (ECF No. 1640 at 2). These agreements set forth the services Inmarsat would provide SpeedCast, the charges for the services, and the parties' respective obligations. (ECF No. 1562 at 3). The parties also entered a "Strategic Alliance Agreement" on June 10, 2016. (ECF No. 1640 at 2). Under the Strategic Alliance Agreement, SpeedCast received a thirty percent discount on Inmarsat's services. (ECF No. 1640 at 2–3). Additionally, SpeedCast had to meet certain

minimum targets for deploying Inmarsat's satellite services at the end of each calendar year or it was obligated to pay a Shortfall Amount. (ECF No. 1640 at 3).[1]

SpeedCast and its affiliated debtors commenced chapter 11 cases on April 23, 2020. (ECF No. 1532 at 2). On November 13, 2020, the parties entered an "Asset Sale Agreement" and a "Deed of Termination and Release" in which SpeedCast agreed to transfer most of its Inmarsat maritime customer contracts to Inmarsat in exchange for a payment and a mutual release of claims except for certain "Permitted Claims."[2] (ECF No. 1640 at 4). The Permitted Claims are:

> [A]ny claims for payment by an Inmarsat Entity for services delivered by the relevant Inmarsat Entity to a SpeedCast Entity after 23 April 2020 under, and otherwise on the terms of, any ***Existing Agreement*** or the ***Surviving Agreement***, including any applicable interest, fees or costs relating to such payment claims which are, or become, due and payable under the terms of the relevant Existing Agreement or the Surviving Agreement (as applicable).

(ECF No. 1629-1, Exhibit E at 5) (emphasis added). The Strategic Alliance Agreement and the relevant Master Service Agreements are either an Existing Agreement or the Surviving Agreement. (ECF No. 1629-1, Exhibit E at 4, 6).

SpeedCast did not meet its minimum target for 2020. (ECF No. 1640 at 6). Inmarsat issued a shortfall invoice of $2,161,890.00 on March 31, 2021 and filed an administrative expense claim on April 9, 2021. (ECF No. 1640 at 6). SpeedCast disputes that it owes the Shortfall Amount. (ECF No. 1641).

[1] The parties stipulated that all of the services Inmarsat provided SpeedCast were described in and controlled by the Master Service Agreements: "The Inmarsat Services were provided to Speedcast prior to the Petition Date under various master service agreements . . . ." (ECF No. 1640 at 2). The Strategic Alliance Agreement varied the amount that SpeedCast was obligated to pay for those services.

[2] The Asset Sale Agreement and Deed of Termination and Release terminated the Strategic Alliance Agreement and most of the distribution agreements effective January 1, 2021. (ECF No. 1640 at 5). The Court approved this transaction on December 11, 2020. (ECF No. 1640 at 5).

JURISDICTION

The Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. Proceedings affecting the debtor-creditor relationship are core proceedings under 28 U.S.C. § 157(b)(2)(B). Venue is proper in this District consistent with 28 U.S.C. §§ 1408 and 1409.

DISCUSSION

This dispute is a matter of contract interpretation. The parties disagree whether the shortfall amount under the Strategic Alliance Agreement is a Permitted Claim.

The parties agree that services were delivered under Master Service Agreements. (ECF No. 1640 at 2). They also agree that the Strategic Alliance Agreement varies the price terms of the Master Service Agreements by the inclusion of a noncontingent thirty percent discount and a contingent shortfall amount. (ECF No. 1640 at 2–3).

Based on the documents filed by the parties, there is no dispute that Inmarsat invoiced for post-petition services under its Master Service Agreements and that Speedcast paid the amount invoiced by Inmarsat. Inmarsat seeks to recover the Shortfall Amount solely by asserting an administrative claim arising under the Strategic Alliance Agreement. Inmarsat does not seek to recover any unpaid amounts under the Master Service Agreements. Accordingly, the Court must answer only the narrow question of whether a Shortfall Amount under the Strategic Alliance Agreement is a Permitted Claim under the Deed of Termination and Release.

Under the Deed of Termination and Release, a Permitted Claim is one "for services delivered . . . under, and otherwise on the terms of . . . any Existing Agreement or the Surviving Agreement . . . ." The phrase "under, and otherwise on the terms of" implies that the services must be delivered both "under" and "otherwise on the terms of" an Existing Agreement or the Surviving Agreement to qualify as a Permitted Claim. *See Velazquez v. Countrywide Home Loans Servicing (In re Velazquez)*, 660 F.3d 893, 897 (5th Cir. 2011) ("[T]he word 'and' is often construed as

conjunctive."); *Bruce v. Fist Fed. Sav. and Loan. Ass'n of Conroe, Inc.,* 387 F.2d 712, 715 (5th Cir. 1988) ("The word 'and' is therefore to be accepted for its conjunctive connotation rather than as a word interchangeable with 'or' except where strict grammatical construction will frustrate clear legislative intent."); *Am. Bankers Ins. Grp. v. U.S.*, 408 F.3d 1328, 1332 (11th Cir. 2005) ("[U]nless the context dictates otherwise, the word 'and' is presumed to be used in its ordinary sense, that is, conjunctively."); *Crank v. Fed. Emergency Mgmt. Agency,* Case No. CV 18-410-BAJ-EWD, 2019 WL 9899509, at *3 (M.D. La. Aug. 8, 2019). *Cf. Bd. of Ins. Comm'rs of Tex. v. Guardian Life Ins. Co. of Tex.*, 142 Tex. 630, 180 S.W.2d 906, 908 (1944) (noting that "and" and "or" are typically not interchangeable, but "and" may be interpreted as "or" where necessary to "effectuate the manifest intention of the user."). Additionally, a court's primary concern in construing a written contract is to ascertain the parties' true intent as expressed in the contract. *Valence Operating Co. V. Dorsett*, 164 S.W.3d 656, 662 (Tex. 2005) (citing *J.M. Davidson, Inc. v. Webster*, 128 S.W.3d 223, 229 (Tex. 2003)); *Gulf Ins. Co. v. Burns Motors, Inc.*, 22 S.W.3d 417, 423 (Tex. 2000); *Coker v. Coker*, 650 S.W.2d 391, 393 (Tex. 1983).

The parties' dispute whether they intended to release SpeedCast from any Shortfall Amount when they entered the Deed of Termination and Release. Without the guidance of mutual intent nor reason to depart from the ordinary interpretation, "and" is conjunctive in the Permitted Claim definition.

Inmarsat delivered its services under the Master Service Agreements, not the Strategic Alliance Agreement. The Shortfall Amount arises under the terms of the Strategic Alliance Agreement. Because the services were not delivered "under" the Strategic Alliance Agreement, the "terms of" the Strategic Alliance Agreement are irrelevant to the resolution of this dispute. The services were delivered both "under" and "otherwise on the terms of" the Master Service

Agreements, but the Master Service Agreements provide no basis upon which Inmarsat may seek the Shortfall Amount. Because (1) no services were delivered under the Strategic Alliance Agreement; (2) a Permitted Claim is one for services delivered under, and otherwise on the terms of an Existing Agreement or the Surviving Agreement; and (3) the Master Service Agreements do not provide for a Shortfall Amount, Inmarsat's shortfall claim is not a Permitted Claim as defined in the Deed of Termination and Release.

CONCLUSION

A separate order will be entered.

SIGNED 12/21/2021

Marvin Isgur
United States Bankruptcy Judge

United States Bankruptcy Court
Southern District of Texas
ENTERED
December 21, 2021
Nathan Ochsner, Clerk

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

IN RE:	§	
	§	**CASE NO: 20-32243**
SPEEDCAST INTERNATIONAL	§	
LIMITED, *et al.*,	§	
Debtors.	§	**Jointly Administered**
	§	**CHAPTER 11**

ORDER

For the reasons set forth in the Memorandum Opinion on this date, Inmarsat's application for an administrative expense is denied.

SIGNED 12/21/2021

Marvin Isgur
United States Bankruptcy Judge

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)**
Reorganized Debtors.[1]	§	

NOTICE OF APPEAL

Pursuant to 28 U.S.C. § 158(a) and Rules 8001, *et seq.* of the Federal Rules of Bankruptcy Procedure, Inmarsat Global Limited, Inmarsat Solutions B.V., Inmarsat Maritime Ventures, Ltd., Inmarsat Inc., Inmarsat Solutions (US) Inc., Inmarsat Solutions (Canada) Inc., and Inmarsat Solutions AS Norway (collectively, "Inmarsat"), a creditor in the above-captioned cases, hereby appeals from the *Order Denying Inmarsat's Application for Administrative Expense Claim* (the "Administrative Expense Order") [Dkt. No. 1799] and accompanying *Memorandum Opinion* (the "Memorandum Opinion") [Dkt. No. 1798], each entered on December 21, 2021[2] by the Honorable Marvin Isgur of the United States Bankruptcy Court for the Southern District of Texas, Houston Division, and from all prior adverse rulings subsumed in the Administrative Expense Order and Memorandum Opinion and any and all related findings of fact and conclusions of law, minute entries, orders, supplements and amendments whether signed before, contemporaneous with or after the Administrative Expense Order and Memorandum Opinion.

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

[2] True and correct copies of the Administrative Expense Order and Memorandum Opinion are attached hereto as **Exhibits A and B**, respectively.

The names of all parties to the Administrative Expense Order and Memorandum Opinion and the names, addresses, and telephone numbers of their respective attorneys of record are as follows:

Creditor/Appellant	**Counsel**
Inmarsat Global Limited, Inmarsat Solutions B.V., Inmarsat Maritime Ventures, Ltd., Inmarsat Inc., Inmarsat Solutions (US) Inc., Inmarsat Solutions (Canada) Inc., and Inmarsat Solutions AS Norway	NORTON ROSE FULBRIGHT US LLP Jason L. Boland Bob B. Bruner 1301 McKinney Street, Suite 5100 Houston, Texas 77010 Telephone: (713) 651-5151 Facsimile: (713) 651-5246 Email: jason.boland@nortonrosefulbright.com bob.bruner@nortonrosefulbright.com -and- STEPTOE & JOHNSON LLP Michael Dockterman 227 West Monroe Street, Suite 4700 Chicago, Illinois 60606 Telephone: (312) 577-1300 Email: mdockterman@steptoe.com Alfred M. Mamlet Joshua R. Taylor 1330 Connecticut Avenue, NW Washington, DC 20036 Telephone: (202) 429-6205 Email: amamlet@steptoe.com jrtaylor@steptoe.com

Debtors/Reorganized Debtors/Appellees	**Counsel**
Speedcast International Limited; SpeedCast Communications, Inc. f/k/a Caprock Communications Inc. f/k/a Harris Caprock Communications Inc.; SpeedCast UK Holdings Limited; CapRock UK Limited; CapRock Communications Pte. Ltd; Speedcast Cyprus Ltd. f/k/a SAIT Communications Limited; SpeedCast Limited; SpeedCast Group Holdings Pty Ltd; SpaceLink Systems, LLC; SpeedCast Australia Pty Limited f/k/a Australian Satellite Communications Pty Ltd; Satellite Communications Australia Pty Ltd; Oceanic Broadband Solutions Pty Ltd; SpeedCast Managed Services Pty Limited f/k/a Pactel International Pty Ltd f/k/a SpeedCast Pacific Pty Ltd; Maritime Communication Services, Inc.; Telaurus Communications LLC; CCI Services Corp.; HCT Acquisition, LLC; Cosmos Holdings Acquisition Corp.; Globecomm Network Services Corporation; Hermes Datacommunications International Limited; SpeedCast Singapore Pte. Ltd. f/k/a SpeedCast Singapore Pte. Ltd.; SpaceLink Systems II, LLC f/k/a SpaceLink System Inc; CapRock Comunicacoes do Brasil Ltda.; CapRock Participacoes do Brasil Ltda.; Speedcast Canada Limited; CapRock Communications (Australia) Pty Ltd; SpeedCast Norway AS f/k/a Schlumberger Information Technology Services Norge AS f/k/a Harris Norge AS; Globecomm Europe B.V. f/k/a Carrier to Carrier Telecom BV; NewCom International, Inc.; Evolution Communications Group Limited; Speedcast Netherlands B.V. f/k/a Electrikom BV f/k/a Speedcast Europe BV; SpeedCast Americas, Inc.; SpeedCast France SAS	WEIL GOTSHAL & MANGES LLP Alfredo R Perez Brenda Lynn Funk Stephanie N. Morrison 700 Louisiana, Suite 1700 Houston, Texas 77002-2784 Telephone: (713) 546-5000 Email: Stephanie.Morrison@weil.com Brenda.Funk@weil.com Alfredo.Perez@weil.com Paul R. Genender Amanda Pennington Prugh Jake R. Rutherford 200 Crescent Court, Suite 300 Dallas, Texas 75201 Telephone: (214) 746-7877 Email: Paul.Genender@weil.com Amanda.PenningtonPrugh@weil.com Jake.Rutherford@weil.com Gary T. Holtzer David N. Griffiths Kelly DiBlasi 767 Fifth Avenue New York, NY 10153 Telephone: (212) 310-8000 Email: Gary.Holtzer@weil.com David.Griffiths@weil.com Kelly.DiBlasi@weil.com -and- MCKOOL SMITH, PC John James Sparacino Veronica F. Manning Thomas J. Eisweirth 600 Travis Street, Suite 7000 Houston, Texas 77002 Telephone: (713) 485-7300 Email: jsparacino@mckoolsmith.com vmanning@mckoolsmith.com teisweirth@mckoolsmith.com

	Gayle R. Klein One Manhattan West 395 9th Avenue, 50th Floor New York, New York 10001 Telephone: (212) 402-9400 Email: gklein@mckoolsmith.com
U.S. Trustee	**Counsel** Hector Duran, Jr. Stephen Douglas Statham 515 Rusk, Ste 3516 Houston, Texas 77002 Telephone: (713) 718-4650 Email: hector.duran.jr@usdoj.gov stephen.statham@usdoj.gov

Dated: December 31, 2021

Respectfully submitted,

/s/ Jason L. Boland

NORTON ROSE FULBRIGHT US LLP
Jason L. Boland (24040542)
Bob B. Bruner (24062637)
1301 McKinney Street, Suite 5100
Houston, Texas 77010
Telephone: (713) 651-5151
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bob.bruner@nortonrosefulbright.com

-and-

STEPTOE & JOHNSON LLP
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Washington, DC 20036
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jrtaylor@steptoe.com

Counsel to Inmarsat Global Limited, et al.

Certificate of Service

I hereby certify that on December 31, 2021, 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 and served on counsel for the Debtors/Reorganized Debtors.

/s/ Jason L . Boland
Jason L. Boland

Docket #1799 Date Filed: 12/21/2021
United States Bankruptcy Court
Southern District of Texas
ENTERED
December 21, 2021
Nathan Ochsner, Clerk

EXHIBIT A

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

IN RE:	§	
	§	**CASE NO: 20-32243**
SPEEDCAST INTERNATIONAL	§	
LIMITED, *et al.*,	§	
Debtors.	§	**Jointly Administered**
	§	**CHAPTER 11**

ORDER

For the reasons set forth in the Memorandum Opinion on this date, Inmarsat's application for an administrative expense is denied.

SIGNED 12/21/2021

Marvin Isgur
United States Bankruptcy Judge

2032243211221000000000002

United States Bankruptcy Court
Southern District of Texas
ENTERED
December 21, 2021
Nathan Ochsner, Clerk

EXHIBIT B

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

IN RE:	§	
	§	**CASE NO: 20-32243**
SPEEDCAST INTERNATIONAL	§	
LIMITED, *et al.*,	§	
Debtors.	§	**Jointly Administered**
	§	**CHAPTER 11**

MEMORANDUM OPINION

SpeedCast and Inmarsat entered a series of contracts during their long business relationship. The last of those contracts terminated all claims Inmarsat may have against SpeedCast except for any "Permitted Claims." Inmarsat argues SpeedCast owes a "Shortfall Amount" under one of their contracts as a Permitted Claim. For the reasons set forth below, SpeedCast owes no Shortfall Amount.

BACKGROUND

Inmarsat Global Limited and its affiliates operate a satellite network that provides communications services. (ECF No. 1640 at 2). For many years, SpeedCast International Limited and its affiliates distributed Inmarsat's maritime communication services. (ECF No. 1640 at 2). Inmarsat delivered the maritime services to SpeedCast under various Master Service Agreements. (ECF No. 1640 at 2). These agreements set forth the services Inmarsat would provide SpeedCast, the charges for the services, and the parties' respective obligations. (ECF No. 1562 at 3). The parties also entered a "Strategic Alliance Agreement" on June 10, 2016. (ECF No. 1640 at 2). Under the Strategic Alliance Agreement, SpeedCast received a thirty percent discount on Inmarsat's services. (ECF No. 1640 at 2–3). Additionally, SpeedCast had to meet certain

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minimum targets for deploying Inmarsat's satellite services at the end of each calendar year or it was obligated to pay a Shortfall Amount. (ECF No. 1640 at 3).[1]

SpeedCast and its affiliated debtors commenced chapter 11 cases on April 23, 2020. (ECF No. 1532 at 2). On November 13, 2020, the parties entered an "Asset Sale Agreement" and a "Deed of Termination and Release" in which SpeedCast agreed to transfer most of its Inmarsat maritime customer contracts to Inmarsat in exchange for a payment and a mutual release of claims except for certain "Permitted Claims."[2] (ECF No. 1640 at 4). The Permitted Claims are:

> [A]ny claims for payment by an Inmarsat Entity for services delivered by the relevant Inmarsat Entity to a SpeedCast Entity after 23 April 2020 under, and otherwise on the terms of, any ***Existing Agreement*** or the ***Surviving Agreement***, including any applicable interest, fees or costs relating to such payment claims which are, or become, due and payable under the terms of the relevant Existing Agreement or the Surviving Agreement (as applicable).

(ECF No. 1629-1, Exhibit E at 5) (emphasis added). The Strategic Alliance Agreement and the relevant Master Service Agreements are either an Existing Agreement or the Surviving Agreement. (ECF No. 1629-1, Exhibit E at 4, 6).

SpeedCast did not meet its minimum target for 2020. (ECF No. 1640 at 6). Inmarsat issued a shortfall invoice of $2,161,890.00 on March 31, 2021 and filed an administrative expense claim on April 9, 2021. (ECF No. 1640 at 6). SpeedCast disputes that it owes the Shortfall Amount. (ECF No. 1641).

---

[1] The parties stipulated that all of the services Inmarsat provided SpeedCast were described in and controlled by the Master Service Agreements: "The Inmarsat Services were provided to Speedcast prior to the Petition Date under various master service agreements . . . ." (ECF No. 1640 at 2). The Strategic Alliance Agreement varied the amount that SpeedCast was obligated to pay for those services.

[2] The Asset Sale Agreement and Deed of Termination and Release terminated the Strategic Alliance Agreement and most of the distribution agreements effective January 1, 2021. (ECF No. 1640 at 5). The Court approved this transaction on December 11, 2020. (ECF No. 1640 at 5).

JURISDICTION

The Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. Proceedings affecting the debtor-creditor relationship are core proceedings under 28 U.S.C. § 157(b)(2)(B). Venue is proper in this District consistent with 28 U.S.C. §§ 1408 and 1409.

DISCUSSION

This dispute is a matter of contract interpretation. The parties disagree whether the shortfall amount under the Strategic Alliance Agreement is a Permitted Claim.

The parties agree that services were delivered under Master Service Agreements. (ECF No. 1640 at 2). They also agree that the Strategic Alliance Agreement varies the price terms of the Master Service Agreements by the inclusion of a noncontingent thirty percent discount and a contingent shortfall amount. (ECF No. 1640 at 2–3).

Based on the documents filed by the parties, there is no dispute that Inmarsat invoiced for post-petition services under its Master Service Agreements and that Speedcast paid the amount invoiced by Inmarsat. Inmarsat seeks to recover the Shortfall Amount solely by asserting an administrative claim arising under the Strategic Alliance Agreement. Inmarsat does not seek to recover any unpaid amounts under the Master Service Agreements. Accordingly, the Court must answer only the narrow question of whether a Shortfall Amount under the Strategic Alliance Agreement is a Permitted Claim under the Deed of Termination and Release.

Under the Deed of Termination and Release, a Permitted Claim is one "for services delivered . . . under, and otherwise on the terms of . . . any Existing Agreement or the Surviving Agreement . . . ." The phrase "under, and otherwise on the terms of" implies that the services must be delivered both "under" and "otherwise on the terms of" an Existing Agreement or the Surviving Agreement to qualify as a Permitted Claim. *See Velazquez v. Countrywide Home Loans Servicing (In re Velazquez)*, 660 F.3d 893, 897 (5th Cir. 2011) ("[T]he word 'and' is often construed as

conjunctive."); *Bruce v. Fist Fed. Sav. and Loan. Ass'n of Conroe, Inc.,* 387 F.2d 712, 715 (5th Cir. 1988) ("The word 'and' is therefore to be accepted for its conjunctive connotation rather than as a word interchangeable with 'or' except where strict grammatical construction will frustrate clear legislative intent."); *Am. Bankers Ins. Grp. v. U.S.*, 408 F.3d 1328, 1332 (11th Cir. 2005) ("[U]nless the context dictates otherwise, the word 'and' is presumed to be used in its ordinary sense, that is, conjunctively."); *Crank v. Fed. Emergency Mgmt. Agency*, Case No. CV 18-410-BAJ-EWD, 2019 WL 9899509, at *3 (M.D. La. Aug. 8, 2019). *Cf. Bd. of Ins. Comm'rs of Tex. v. Guardian Life Ins. Co. of Tex.*, 142 Tex. 630, 180 S.W.2d 906, 908 (1944) (noting that "and" and "or" are typically not interchangeable, but "and" may be interpreted as "or" where necessary to "effectuate the manifest intention of the user."). Additionally, a court's primary concern in construing a written contract is to ascertain the parties' true intent as expressed in the contract. *Valence Operating Co. V. Dorsett*, 164 S.W.3d 656, 662 (Tex. 2005) (citing *J.M. Davidson, Inc. v. Webster*, 128 S.W.3d 223, 229 (Tex. 2003)); *Gulf Ins. Co. v. Burns Motors, Inc.*, 22 S.W.3d 417, 423 (Tex. 2000); *Coker v. Coker*, 650 S.W.2d 391, 393 (Tex. 1983).

The parties' dispute whether they intended to release SpeedCast from any Shortfall Amount when they entered the Deed of Termination and Release. Without the guidance of mutual intent nor reason to depart from the ordinary interpretation, "and" is conjunctive in the Permitted Claim definition.

Inmarsat delivered its services under the Master Service Agreements, not the Strategic Alliance Agreement. The Shortfall Amount arises under the terms of the Strategic Alliance Agreement. Because the services were not delivered "under" the Strategic Alliance Agreement, the "terms of" the Strategic Alliance Agreement are irrelevant to the resolution of this dispute. The services were delivered both "under" and "otherwise on the terms of" the Master Service

Agreements, but the Master Service Agreements provide no basis upon which Inmarsat may seek the Shortfall Amount. Because (1) no services were delivered under the Strategic Alliance Agreement; (2) a Permitted Claim is one for services delivered under, and otherwise on the terms of an Existing Agreement or the Surviving Agreement; and (3) the Master Service Agreements do not provide for a Shortfall Amount, Inmarsat's shortfall claim is not a Permitted Claim as defined in the Deed of Termination and Release.

CONCLUSION

A separate order will be entered.

SIGNED 12/21/2021

Marvin Isgur
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS

In re:	§	
SpeedCast International Limited	§	Civil Action No. 4:22-cv-00008
Debtor	§	
	§	Bankruptcy Case No. 20-32243
Inmarsat Global Limited, Inmarsat Solutions B.V., Inmarsat Maritime Ventures, Ltd., Inmarsat Inc., Inmarsat Solutions (US) Inc., Inmarsat Solutions (Canada) Inc., Inmarsat Solutions AS Norway	§	
Appellant	§	

Notice of Filing of an Appeal

1. A notice of appeal to the district court was filed before the bankruptcy court on December 31, 2021

2. This appeal has been assigned to United States District Judge Lee H Rosenthal.

3. The appeal has been docketed as 4:22-cv-00008.

4. Motions affecting this appeal, or the judgment or order from which this appeal is taken must be filed in accordance with Fed. R. Bankr. P. 8006, 8007, 8008 and 8009(e).

5. Within 14 days after the notice of appeal was filed, the appellant must file a designation of the record. *See* Fed. R. Bankr. P. 8009. Within 14 days after being served with the appellant's designation, appellees may file additional designations.

6. Designations of the record must be filed with the bankruptcy court. Do not file copies of designated items that are already on file with the bankruptcy court. Parties must electronically file copies of admitted trial exhibits they designate for inclusion in the record.

Date: January 4, 2022

Nathan Ochsner, Clerk of Court
S. Warda
Deputy Clerk

AO 435
(Rev. 04/18)

ADMINISTRATIVE OFFICE OF THE UNITED STATES COURTS

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Instructions

TRANSCRIPT ORDER

1. NAME	2. PHONE NUMBER	3. DATE
Bob Bruner	(713) 651-5216	1/14/2022

4. DELIVERY ADDRESS OR EMAIL	5. CITY	6. STATE	7. ZIP CODE
bob.bruner@nortonrosefulbright.com; linda.smith@nortonrc	Houston	Texas	77010

8. CASE NUMBER	9. JUDGE	DATES OF PROCEEDINGS	
20-32243	Hon. Marvin Isgur	10. FROM 6/17/2021	11. TO 6/17/2021

12. CASE NAME	LOCATION OF PROCEEDINGS	
SpeedCast International Limited	13. CITY Houston	14. STATE Texas

15. ORDER FOR

- ☐ APPEAL
- ☐ CRIMINAL
- ☐ CRIMINAL JUSTICE ACT
- ☒ BANKRUPTCY
- ☐ NON-APPEAL
- ☐ CIVIL
- ☐ IN FORMA PAUPERIS
- ☐ OTHER

16. TRANSCRIPT REQUESTED (Specify portion(s) and date(s) of proceeding(s) for which transcript is requested)

PORTIONS	DATE(S)	PORTION(S)	DATE(S)
☐ VOIR DIRE		☐ TESTIMONY (Specify Witness)	
☐ OPENING STATEMENT (Plaintiff)			
☐ OPENING STATEMENT (Defendant)			
☐ CLOSING ARGUMENT (Plaintiff)		☐ PRE-TRIAL PROCEEDING (Spcy)	
☐ CLOSING ARGUMENT (Defendant)			
☐ OPINION OF COURT			
☐ JURY INSTRUCTIONS		☒ OTHER (Specify)	
☐ SENTENCING		entire hearing	06/17/2021
☐ BAIL HEARING			

17. ORDER

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HOURLY	☐	☐	NO. OF COPIES		
REALTIME	☐	☐			

CERTIFICATION (18. & 19.)
By signing below, I certify that I will pay all charges (deposit plus additional).

ESTIMATE TOTAL 0.00

18. SIGNATURE
Linda Smith (linda.smith@nortonrosefulbright.com)

PROCESSED BY

19. DATE
1/14/2022

PHONE NUMBER

TRANSCRIPT TO BE PREPARED BY
Judicial Transcribers of Texas

COURT ADDRESS

	DATE	BY		
ORDER RECEIVED				
DEPOSIT PAID			DEPOSIT PAID	
TRANSCRIPT ORDERED			TOTAL CHARGES	0.00
TRANSCRIPT RECEIVED			LESS DEPOSIT	0.00
ORDERING PARTY NOTIFIED TO PICK UP TRANSCRIPT			TOTAL REFUNDED	
PARTY RECEIVED TRANSCRIPT			TOTAL DUE	0.00

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(Rev. 04/18)

ADMINISTRATIVE OFFICE OF THE UNITED STATES COURTS

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DUE DATE:

Instructions

TRANSCRIPT ORDER

1. NAME	2. PHONE NUMBER	3. DATE
Bob Bruner	(713) 651-5216	1/14/2022

4. DELIVERY ADDRESS OR EMAIL	5. CITY	6. STATE	7. ZIP CODE
bob.bruner@nortonrosefulbright.com; linda.smith@nortonrc	Houston	Texas	77010

8. CASE NUMBER	9. JUDGE	DATES OF PROCEEDINGS	
20-32243	Hon. Marvin Isgur	10. FROM 6/17/2021	11. TO 6/17/2021

12. CASE NAME	LOCATION OF PROCEEDINGS	
SpeedCast International Limited	13. CITY Houston	14. STATE Texas

15. ORDER FOR

☐ APPEAL	☐ CRIMINAL	☐ CRIMINAL JUSTICE ACT	☒ BANKRUPTCY
☐ NON-APPEAL	☐ CIVIL	☐ IN FORMA PAUPERIS	☐ OTHER

16. TRANSCRIPT REQUESTED (Specify portion(s) and date(s) of proceeding(s) for which transcript is requested)

PORTIONS	DATE(S)	PORTION(S)	DATE(S)
☐ VOIR DIRE		☐ TESTIMONY (Specify Witness)	
☐ OPENING STATEMENT (Plaintiff)			
☐ OPENING STATEMENT (Defendant)			
☐ CLOSING ARGUMENT (Plaintiff)		☐ PRE-TRIAL PROCEEDING (Spcy)	
☐ CLOSING ARGUMENT (Defendant)			
☐ OPINION OF COURT			
☐ JURY INSTRUCTIONS		☒ OTHER (Specify)	
☐ SENTENCING		entire hearing	06/17/2021
☐ BAIL HEARING			

17. ORDER

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3-Day	☐	☐	NO. OF COPIES		
DAILY	☒	☐	NO. OF COPIES		
HOURLY	☐	☐	NO. OF COPIES		
REALTIME	☐	☐			

CERTIFICATION (18. & 19.)
By signing below, I certify that I will pay all charges (deposit plus additional).

ESTIMATE TOTAL 0.00

18. SIGNATURE
Linda Smith (linda.smith@nortonrosefulbright.com)

PROCESSED BY

19. DATE
1/14/2022

PHONE NUMBER

TRANSCRIPT TO BE PREPARED BY
Judicial Transcribers of Texas

COURT ADDRESS

	DATE	BY		
ORDER RECEIVED				
DEPOSIT PAID			DEPOSIT PAID	
TRANSCRIPT ORDERED			TOTAL CHARGES	0.00
TRANSCRIPT RECEIVED			LESS DEPOSIT	0.00
ORDERING PARTY NOTIFIED TO PICK UP TRANSCRIPT			TOTAL REFUNDED	
PARTY RECEIVED TRANSCRIPT			TOTAL DUE	0.00

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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)**
Reorganized Debtors.[1]	§	

DESIGNATION OF ITEMS TO BE INCLUDED IN THE REOCRD AND STATEMENT OF ISSUES TO BE PRESENTED ON APPEAL FROM ORDER DENYING INMARSAT'S MOTION FOR ADMINISTTRATIVE EXPENSE CLAIM PURSUANT TO BANKRUPTCY CODE SECTIONS 105, 365(D)(3) AND 503(B)(1)(A)
[relates to Docket No. 1816]

Pursuant to Rule 8009(a) of the Federal Rules of Bankruptcy Procedure, appellants Inmarsat Global Limited, Inmarsat Solutions B.V., Inmarsat Maritime Ventures, Ltd., Inmarsat Inc., Inmarsat Solutions (US) Inc., Inmarsat Solutions (Canada) Inc., and Inmarsat Solutions AS Norway (collectively, "Inmarsat"), creditors in the captioned cases, respectfully submit the following designation of the record and statement of the issues to be presented and determined in their appeal from the *Order Denying Inmarsat's Application for Administrative Expense Claim* (the "Administrative Expense Order") [Dkt. No. 1799] and accompanying *Memorandum Opinion* (the "Memorandum Opinion") [Dkt. No. 1798]:

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

DESIGNATION OF THE RECORD

Inmarsat respectfully designates the following items to be included in the appellate record pursuant to Bankruptcy Rule 8009(a). Each designated item shall include all exhibits and/or attachments to such item.

ECF No.	Date	Description
950	11/13/2020	Motion of Debtors for Entry of an Order (I) Authorizing and Approving Inmarsat Transaction, Including (A) Private Sale Free and Clear of All Liens, Claims, Encumbrances, and Other Interests, (B) Assumption and Assignment of Certain Contracts, and (C) Settlement and Release of Claims, (II) Approving Form and Manner of Notices of Inmarsat Transaction, and (III) Granting Related Relief
951	11/13/2020	[Sealed][2] Exhibits C and D to Motion of Debtors for Entry of an Order (I) Authorizing and Approving Inmarsat Transaction, Including (A) Private Sale Free and Clear of All Liens, Claims, Encumbrances, and Other Interests, (B) Assumption and Assignment of Certain Contracts, and (C) Settlement and Release of Claims, (II) Approving Form and Manner of Notices of Inmarsat Transaction, and (III) Granting Related Relief
952	11/13/2020	Declaration of Elliott Etheridge-Yan in Support of Motion of Debtors for Entry of an Order (I) Authorizing and Approving Inmarsat Transaction, Including (A) Private Sale Free and Clear of All Liens, Claims, Encumbrances, and Other Interests, (B) Assumption and Assignment of Certain Contracts, and (C) Settlement and Release of Claims, (II) Approving Form and Manner of Notices of Inmarsat Transaction, and (III) Granting Related Relief
953	11/13/2020	Declaration of Tony Bates in Support of Motion to Approve Inmarsat Transaction, Asset Sale Agreement and Other Transaction Agreements (Filed by SpeedCast International Limited)

[2] Sealed Exhibits were filed under seal in the Bankruptcy case pursuant to the applicable rules and order of the Court.

1044	12/8/2020	Certificate of No Objection to Motion of Debtors for Entry of an Order (I) Authorizing and Approving Inmarsat Transaction, Including (A) Private Sale Free and Clear of All Liens, Claims, Encumbrances, and Other Interests, (B) Assumption and Assignment of Certain Contracts, and (C) Settlement and Release of Claims, (II) Approving Form and Manner of Notices of Inmarsat Transaction, and (III) Granting Related Relief
1071	12/11/2020	Order (I) Authorizing and Approving Inmarsat Transaction, Including (A) Private Sale Free and Clear of All Liens, Claims, Encumbrances, and Other Interests, (B) Assumptions and Assignment of Certain Contracts, and (C) Settlement and Release of Claims, (II) Approving Form and Manner of Notices of Inmarsat Transaction, and (III) Granting Related Relief
1532	4/9/2021	Inmarsat Global Limited, Inmarsat Solutions B.V., Inmarsat Maritime Ventures Ltd., Inmarsat Inc., Inmarsat Solutions (US) Inc., Inmarsat Solutions (Canada) Inc., and Inmarsat Solutions AS Norway's, Application for Allowance of Administrative Expense Claim
1562	4/30/2021	Reorganized Debtors' Limited Objection to Inmarsat's Application for Allowance of Administrative Expense Claim (Filed by SpeedCast International Limited)
1567	5/3/2021	Notice of Hearing on Inmarsat Global Limited, Inmarsat Solutions B.V., Inmarsat Maritime Ventures, Ltd., Inmarsat Inc., Inmarsat Solutions (US) Inc., Inmarsat Solutions (Canada) Inc., and Inmarsat Solutions AS Norway's, Application for Allowance of Administrative Expense Claim; to be Held on June 17, 2021 at 9:00 a.m. (Prevailing Central Time)
1628	6/14/2021	Joint Status Update For June 17, 2021 Hearing
1629	6/14/2021	Inmarsat Response to Reorganized Debtors' Limited Objection to Application for Allowance of Administrative Expense Claim
1630	6/14/2021	Inmarsat Global Limited, Inmarsat Solutions B.V., Inmarsat Maritime Ventures Ltd., Inmarsat Inc., Inmarsat Solutions (US) Inc., Inmarsat Solutions (Canada) Inc., and Inmarsat Solutions

		AS Norway's Unopposed Emergency Motion for Authorization to File Exhibits to the Declaration of Steven Burnett Under Seal
1632	6/15/2021	Reorganized Debtors' Witness and Exhibit List for June 17, 2021 Video/Telephonic Hearing on Inmarsat's Application for Allowance of Administrative Expense Claim
1634	6/15/2021	Inmarsat's Witness and Exhibit List for Hearing Scheduled June 17, 2021 at 9:00 a.m.
N/A	6/17/2021	Hearing Transcript (ordered at Dkt. No. 1820)
1640	6/23/2021	Stipulation of Agreed Facts
1641	6/23/2021	Supplement to Reorganized Debtors' Limited Objection to Inmarsat's Application for Allowance of Administrative Expense Claim
1643	6/23/2021	Reorganized Debtors' Supplemental Exhibit List for June 24, 2021 Video/Telephonic Hearing on Inmarsat's Application for Allowance of Administrative Expense Claim
N/A	6/24/2021	Hearing Transcript (ordered at Dkt. No. 1821)
1652	7/7/2021	Order Authorizing Inmarsat Global Limited, Inmarsat Solutions B.V., Inmarsat Maritime Ventures Ltd., Inmarsat Inc., Inmarsat Solutions (US) Inc., Inmarsat Solutions (Canada) Inc., and Inmarsat Solutions AS Norway to File Exhibits to the Declaration of Steven Burnett Under Seal
1798	12/21/2021	Memorandum Opinion
1799	12/21/2021	Order re: Memorandum Opinion
1813	12/31/2021	Notice of Appeal
1814	12/31/2021	Election to Appeal to District Court
1816	1/4/2022	Notice of Filing of an Appeal by Inmarsat Global Limited, Inmarsat Solutions B.V., Inmarsat Maritime Ventures, Ltd., Inmarsat Inc., Inmarsat Solutions (US) Inc., Inmarsat Solutions (Canada) Inc., and Inmarsat Solutions AS Norway
1820	1/14/22	Transcript Order (6/17/21 Hearing)
1821	1/14/22	Transcript Order (6/24/21 Hearing)

STATEMENT OF ISSUES ON APPEAL

ISSUE 1: Whether the Bankruptcy Court erred as a matter of law in deciding that a Shortfall Amount under the Strategic Alliance Agreement was not a Permitted Claim under the Deed of Termination and Release.

ISSUE 2: Whether the Bankruptcy Court erroneously decided that Inmarsat delivered its services solely "under" the Master Service Agreement.

ISSUE 3: Whether the Bankruptcy Court erred in failing to consider that the Strategic Alliance Agreement established the essential price term for Fleet Xpress services that was applied to all 2020 Fleet Xpress invoices and that such services were delivered because the parties had agreed on the Take-or-Pay price and discount set by the Strategic Alliance Agreement.

ISSUE 4: Whether the Bankruptcy Court erred in failing to consider that, if the Strategic Alliance Agreement were not the agreement "under" which services were provided, then the Strategic Alliance Agreement's discount provisions cannot be applied to the price paid by Speedcast, and Inmarsat is thus owed at least the discounted amount that Speedcast received as if Speedcast had satisfied the Strategic Alliance Agreement's Take-or-Pay provision.

RESERVATION OF RIGHTS

Inmarsat expressly reserves, and does not waive, its right to supplement this statement. This filing is made expressly subject to, and without waiver of any and all rights, remedies, challenges, and objections.

Dated: January 14, 2022
Houston, Texas

/s/ Jason L. Boland

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CERTIFICATE OF SERVICE

I hereby certify that on January 14, 2022, a true and correct copy of the foregoing was served on all parties entitled to receive notice through the Court's CM/ECF automatic electronic notice system.

By: /s/ *Bob B. Bruner*
Bob B. Bruner

IN THE UNITED STATES BANKRUPTCY COURT

FOR THE SOUTHERN DISTRICT OF TEXAS

HOUSTON DIVISION

IN RE:		
	§	CASE NO. 20-32243-11
SPEEDCAST INTERNATIONAL	§	HOUSTON, TEXAS
LIMITED AND SPEEDCAST	§	THURSDAY,
COMMUNICATIONS, INC.,	§	JUNE 17, 2021
DEBTORS.	§	9:01 A.M. TO 9:43 A.M.

MOTION HEARING (VIA ZOOM)

BEFORE THE HONORABLE MARVIN ISGUR
UNITED STATES BANKRUPTCY JUDGE

APPEARANCES: SEE NEXT PAGE

RECORDED VIA COURTSPEAK; NO LOG NOTES

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(Please also see Electronic Appearances.)

HOUSTON, TEXAS; THURSDAY, JUNE 17, 2021; 9:01 A.M.

THE COURT: All right. Good morning, everyone. We are here in the SpeedCast-Inmarsat dispute. It is 20-32243. We have taken appearances electronically.

And let's just go ahead and proceed with the hearing if we could. If you wish to speak, please press five star on your phone, whoever's going to take the lead for each team.

From 312-577-1243, who do we have on the phone?

MR. DOCKTERMAN: Thank you very much, Your Honor. It's Marco Dockterman on behalf of Inmarsat.

THE COURT: Mr. Dockterman, good morning.

MR. DOCKTERMAN: Good morning.

THE COURT: From 214-746-7857?

MS. PRUGH: Good morning, Your Honor. Amanda Prugh from Weil Gotshal on behalf of the Reorganized Debtors.

THE COURT: Ms. Prugh, good morning.

From 214-746-7877?

MR. GENENDER: Good morning, Your Honor. Paul Genender for the Reorganized Debtors.

THE COURT: Good morning, Mr. Genender.

And I think that's everybody.

So, I think it's your claim, Mr. Dockterman. Why don't we let you go first and tell me where you are?

MR. DOCKTERMAN: Thank you very much, Your Honor.

Well, let me do some housekeeping first. I think you have a couple of administrative motions to file for documents under seal which have been provided to the Court. We hope the Court is amenable to the sealing of those documents so that we can talk about them, but not maybe in an awful lot of detail in the open court.

THE COURT: Does anyone object to sealing these at least until further consideration? And then I'll just -- I haven't really thought that much about sealing, but I'll seal them for now.

(No audible response.)

THE COURT: Okay, I'm going to, by docket entry, order that we are granting the two motions to seal that are on today's docket and I'll sign an order later to do it.

Where do you want to go next, Mr. Dockterman?

MR. DOCKTERMAN: Thank you very much.

We have a joint status update that which we filed with you that takes all of the issues but one off the table for you today.

THE COURT: Correct.

MR. DOCKTERMAN: And that is the legal issue about whether we are entitled to the shortfall amount. We've sent an invoice to the Reorganized Debtor in that amount and if I may take just a moment to walk through the issues there and

also to walk you through the documents, I think it'll be a little bit easier to understand the nature of our claim.

THE COURT: So, the document that I have in front of me right now -- and I've got all the sealed documents, I have them in chambers -- is the Termination Agreement and I was looking pretty closely at the definitions, but I don't know the facts of how things fit under the definitions. So, I will just tell you my initial reading was is that what I'm worried about is what is a permitted a claim because if it's permitted, it's permitted. If it isn't permitted, it's released. So, I don't know the facts to know if it's permitted or not.

Is that where we are?

MR. DOCKTERMAN: That's right where --

THE COURT: Okay.

MR. DOCKTERMAN: That's right where we are, Your Honor. So, if I may, if you have the Deed of Termination, which is Exhibit E, in front of you --

THE COURT: That's what I have.

MR. DOCKTERMAN: Section 2.1 to 2.2, which are on Page 7 of that document, the releasing language is in 2.1 --

THE COURT: Okay.

MR. DOCKTERMAN: -- from the effective date, but subject to Clause 2.2, the parties agree that each existing agreement is terminated in full and so on, and then 2.2,

which is the section on which we rely. This notwithstanding 2.1, SpeedCast group member or Inmarsat group member who is party to an existing agreement retains all rights, remedies, and powers it has in connection with any permitted claim under the relevant existing agreement.

So, we actually have two definitions. One is the existing agreement and the other is a permitted claim.

THE COURT: Okay.

MR. DOCKTERMAN: But if we take a look at the definition of permitted claims, that's on Page 5 of the document --

THE COURT: Right.

MR. DOCKTERMAN: And it means any claim for payment by an Inmarsat entity for services delivered by the relevant Inmarsat entity to a SpeedCast entity after 23 April 2020 -- and here's the critical language -- under and otherwise on the terms of any existing agreement or the surviving agreement including any applicable interest, fees, and costs and so on.

The definition of existing agreement is on the preceding page, page 4. And you will see that the existing agreement means each contract, commitment, arrangement, or understanding between any Inmarsat group member and a SpeedCast group member, including without limitation to each of the following documents.

Then I'd invite your attention to sub-paragraph (c), the Strategical Alliance Agreement, dated 10 June 2016 between Inmarsat Global and SpeedCast Limited, as from time to time, including in accordance with the SAA Extension Agreement dated 31 December 2019. So, if we look at the argument, our claim is for FX services that were provided to a SpeedCast entity under a number of agreements. The pricing for which is set by the Strategic Alliance Agreement of 2016 and then that was amended by the agreement dated 12-31-19.

So, if I could walk you through the Exhibit A, which is the Strategic Alliance Agreement, you'll see how it applies.

THE COURT: Got it.

MR. DOCKTERMAN: If I ask you to turn to Page 3 of 18, which is Article 2 --

(Siri electronic announcement.)

MR. DOCKTERMAN: All right. So, somehow when I just said that, Your Honor, Siri thought I was talking to it. I apologize.

THE COURT: I've had this happen before in open court where someone says, "I'm going to talk about the Series A Bonds," and, you know, Siri gets all excited about it and we have to shut her up.

MR. DOCKTERMAN: I have her on mute and everything

else, but apparently, that's not enough. She's listening all the time.

THE COURT: That's right.

MR. DOCKTERMAN: But if you look at Article 2, 2.1, the parties agree that SpeedCast shall support Inmarsat to quickly establish FX and GX as a successful product in the commercial maritime sector among by other things, under 2.2, Inmarsat will offer SpeedCast special FX/GX pricing and terms for a 5-year extension plan, details in Schedule A, and SpeedCast will make a minimum RGU commitment over that 5-year period from 1 January '27 in Schedule A.

So, if we go look at Schedule A --

THE COURT: Schedule A of Exhibit A?

MR. DOCKTERMAN: -- which is page 13 of the document --

THE COURT: Okay.

MR. DOCKTERMAN: -- pricing priciples. Again in number one: In exchange for Speedcast's minimum RGU commitment, Inmarsat will offer Speedcast special FX/GX pricing as set forth in more detail below. And for all of us here, No. 2, in respect to the commercial maritime sector only, Inmarsat will offer SpeedCast a discount of 30 percent of Tier 1 pricing -- Tier 1 pricing is our best pricing -- for all available FX and GX service and price plans applicable for all SpeedCast FX and GX customers.

And there's a minimum number of vessels, which you will see under B, alignment principles. It's a chart there which shows how many vessels have to be activated in each of the years following execution of this agreement.

If I could ask you to then go over to page 14 under C: If SpeedCast does not meet the minimum RGU commitment for any year as set out in the table above, following the end of such year, Inmarsat shall invoice SpeedCast 90 percent of the minimum RGU commitment for such year, which is the shortfall amount as defined below. And then under C(3), on receipt of the invoice from Inmarsat, SpeedCast shall pay the shortfall amount to Inmarsat within 45 days of receipt of such invoice.

And I will point out also that Section 13.2, which is on page 9, says the termination or expiry of this agreement does not affect a party's accrued rights and obligations as of the date of termination or expiry. This particular agreement was extended on December 31, 2019. That's Exhibit C.

So, if I may ask you to turn to Exhibit C --

THE COURT: Hold on just a minute. I want to look back at permitted claims because as we're going through this, I'm starting to grasp what this dispute's about and I just want to read that definition again to myself.

MR. DOCKTERMAN: Please.

(Pause in proceedings.)

THE COURT: Okay, Exhibit C?

MR. DOCKTERMAN: Exhibit C.

THE COURT: Okay.

MR. DOCKTERMAN: This extends the agreement of the parties for an additional year, and if you turn to page 3 of 5 of Exhibit C, you'll see if pertains specifically to the FX services that we're talking about on this claim.

And 3.1 says that FX pricing, both parties acknowledge that the current SAA finishes on 31 December 2021 in terms of pricing for new installations on FX. Existing installations continue at SAA pricing under their existing contract. And so, to the extent of the agreement talks about pricing is going to be applied, it says the SpeedCast's commitment across a group for five years is now extended to 2024 and SpeedCast's commitment is to move the majority of existing FB customers to FX. So, that's moving them to the number of vessels that we talked about.

If we turn to the next page, it's a specific discussion of the shortfall amount in 3.8 and it says: Compensation of SpeedCast does meet requirements set out in Clauses 3.2 to 3.5 of this agreement. I would hope we had written better, but I think we know what the parties meant.

Performance shall be reviewed at the end of each calendar year starting at the end of 2020. Inmarsat shall

have the right to reasonable access twice per year to relevant books and records to audit SpeedCast compliance with the above commitments, and Inmarsat shall invoice SpeedCast for any shortfall each year under the above clauses under the formula shortfall times average SpeedCast FX RPU, as per the SAA.

So, that's the calculation that we need documents in order to make, in order to crystalize the permitted claim and that's the issue.

Mr. Genender and I have talked about this and we've agreed that if you can sort out the legal issues between the two of us, we'll sort out the numbers. And sorting out the numbers is going to take a little bit of time, but our understanding is that we'd like to present to you our claim, which is on December 31, 2020, we had a live claim for the 30 percent shortfall amount in this year.

By the end of 2020, SpeedCast had installed FX on 979 vessels, instead of the 1,450 vessels required by the SAA prior to the amendment and frankly, more vessels after the amendment. They had the benefit of a 30 percent discount as we billed them. They would have earned that discount had they met the vessel threshold, but they didn't meet the threshold, the vessel threshold.

So, we sent them an invoice for the shortfall amount and asked them to make the books and records

available to us as provided under the December 31, 2019 amendment so that we could calculate it.

All of the other issues that were raised in our claim with the parties in the process of working that out, my understanding is the numbers are agreed. We're just working our language to make that work. But this is the issue to present to you on.

I know I've walked you through three documents. The one other fact I would add is that the reason that we also submitted Exhibit D is so the Court could be satisfied that we didn't enter into this December 31, 2019 amendment for nothing. We actually forgave $5 million that SpeedCast owed us, and you'll see that on the invoices that are attached to Exhibit D.

So, effectively we gave them $5 million at the end of the year for them to continue this arrangement through 2020. We billed them at the 30 percent discount, they didn't make the threshold, we'd like to recover our 30 percent.

THE COURT: So, first of all, thank you. I had no idea what this dispute was about until you went through that and I'm sure I probably don't fully appreciate it until I hear Mr. Genender's response, but this was very helpful.

Tell me whether there is a factual agreement between the parties as to what services were delivered after

April 23rd. It's clear there were amounts due. Unless Mr. Genender tells me something I'm surprised to hear, there are amounts that came due after April 23rd, but I don't understand yet if your client alleges there were also services delivered for which payment is due after that date.

MR. DOCKTERMAN: Your Honor, the services that were delivered after that date were FX services. They were delivered and we billed those at 70 percent of the amount -- in other words, giving the 30 percent discount to the Debtors -- and they accepted the FX services. They turned around and presumably billed their clients for them.

The amount of the discount for the year is over $2 million. By the old rights, we don't know, because we don't know who the customers actually were, what the total amount of that bill is, the shortfall is. But they paid us for the services. It's just the difference in the amount that we charged with the discount, recovering the discount that they did not earn because they didn't meet the minimum throughput.

THE COURT: Is there -- and you know that I couldn't read everything as fast as you were reading it to me. So, I'm not sure if there was only a 30 percent discount or if there was also a payment for other minimum services that were to be provided that were not.

So, is the sole issue whether they're entitled to

the 30 percent discount, or is there something on top of the 30 percent discount that there is also an issue about with respect to minimum deliveries?

MR. DOCKTERMAN: It should be the 30 percent discount, Your Honor. All of the other issues that were raised in our administrative claim, we're working our way, so that's --

THE COURT: But it's not minimum deliveries of FX, it's only that the minimum deliveries didn't entitle them to the discount?

MR. DOCKTERMAN: It's the minimum number of vessels on which FX was installed, Your Honor. So, the issue on that point is they were supposed to install FX equipment on a minimum of 1450 vessels. They didn't do that. So, they don't get the discount.

THE COURT: Got it.

So, I'm going to just ask a few more questions. I know Mr. Genender's going to want to talk, but if it was $2 million of billing in 2020 and if hypothetically, you know, those were equal per month, then for the last eight months there would have been roughly -- top of my head -- a million four of billings, and the question is whether you get 30 percent on top of the million four.

Is that the question?

MR. DOCKTERMAN: It is, but the numbers aren't

right, Your Honor. Actually --

THE COURT: I know the numbers aren't right because it wouldn't have even been level. I just want to know that's the question and you told me you all would work on the numbers. But it helps me to focus on the question to do the formula with Xs and Ys if you will.

MR. DOCKTERMAN: Sure.

So, they used X services for which we billed them, to use your example, a million four. That million four was at a discount. We want the 30 percent on top of that. We don't actually get the full 30 percent because as you probably didn't focus on as I was going through the language, we bill a portion of the shortfall, not the total discounted amount, which is why it's going to take some time to work through the numbers, but the essential issue is are we entitled to the 30 percent above what we billed.

THE COURT: Got it.

All right, let me hear from Mr. Genender, and then we'll see what else we need to talk about.

MR. GENENDER: Thank you, Your Honor.

Paul Genender, Weil Gotshal & Manges for the Reorganized Debtors.

Your Honor, I'm going to be brief and Ms. Prugh has a presentation. If I could make a couple of comments and then pass to her --

THE COURT: Sure.

MR. GENENDER: -- is that okay? Thank you so much, Judge.

So, I'm a little bit confused as to some of the comments that Mr. Dockterman made. I'll let Ms. Prugh perhaps clarify those as she goes through her presentation, but I would note this: we were surprised that this claim related to the shortfall amount because from our perspective, these were settled in connection with the 9019 that was presented to you and entered by you on December 11th of 2020.

What Mr. Dockterman didn't mention in connection with the claim, the shortfall amount that they're trying to get, aside from the technicalities, Your Honor, which Ms. Prugh will go through, and those are important, of course, to the threshold issue, is we turned over, SpeedCast turned over its customers to Inmarsat as part of this settlement and now through this claim or this portion of the claim, it appears to us that Inmarsat is trying to double recover from us, and I think that is improper. That's a surprise to us. It wasn't mentioned in connection with the settlement that was presented to the Court.

And by the way, that settlement, while it was the Debtor's motion at the time, it was supported by declaration from Inmarsat and the Debtors and it wasn't disclosed to the

Debtors, to the creditors, or the Court they would then be coming back for an additional claim on matters that we had settled.

So, we do think this is plainly a situation where Inmarsat, as it relates to the shortfall amounts they're seeking, are trying to recover for relief claims. With that, Your Honor, I think that I'd ask that Ms. Bunch be made the presenter and I'll turn it over to Ms. Prugh because she has a series of slides that I think will be helpful to the Court.

Thank you, Judge.

THE COURT: Thank you.

Ms. Prugh, let me activate Ms. Bunch as the presenter and then have you proceed.

So, Ms. Bunch is now the presenter.

MS. PRUGH: Thank you.

And again, Amanda Prugh for the Reorganized Debtors just for the Record.

As Mr. Genender mentioned, we put together this brief presentation. We agree with Mr. Dockterman this is a very narrow issue that's before the Court. We want to put it into some context. Whereas, you know, a lot of the background is really undisputed, as Your Honor noted, what it really comes down to is what is a permitted claim and do the shortfall amounts constitute permitted claims.

So, can you see the presentation, Your Honor?

THE COURT: I can see it great.

MS. PRUGH: Okay, it's very small on my screen, but I will figure it out.

THE COURT: All right. So let me just say, Ms. Bunch, if you will look on your controls, there's a square on your controls, and out of that square, there is an upward to the right-pointing arrow. If you will click on that, you can then separate the document from the cameras and both will be bigger. Just click on that and you can move one to another -- I'm assuming you have two screens, two monitors in front of you. Yeah. So, you can separate the cameras and the document by clicking on that upward clicking arrow rectangle, square rather.

Does that make it better?

MS. PRUGH: I just want to make sure that -- I can see it now. I just want to make sure everyone else is able to see the PowerPoint.

THE COURT: Yeah, we can all see it. We can all see it.

MS. PRUGH: Okay, great.

Again, just for some general context, Your Honor, the parties have a historical relationship where Inmarsat provided services, of the ones that Mr. Dockterman explained earlier, to SpeedCast, and then SpeedCast, in turn, provides

those to their end customers. This relationship was really governed by two different types of contracts. The first was the Master Service Agreement, or MSA. Those are the agreements that provide for the actual services to be delivered and any obligations related to those services such as the price terms as originally set, and those were in the various contracts that Mr. Dockterman mentioned earlier, pursuant to which the FX services are provided.

Separately from that, there is a Strategic Alliance Agreement or the SAA that we just walked through in some detail. That does not contemplate delivery of services. Rather, that really applies to a discount that you heard about that would be applied to the rates that are in the MSA and separately as a different component, has the take-or-pay obligations that would result in the shortfall amount.

So, I just want to stop there just for a second. I know we'll look at the language of the agreement as you keyed on immediately, the questions is whether this is a permitted claim, and a permitted claim requires services delivered under and on the terms of the SAA, and I just as I just explained and as Mr. Dockterman also explained, the services you were inquiring about were delivered but they weren't delivered under the SAA. They were delivered under the MSA.

And separately, I heard from Mr. Dockterman they're seeking to recover the discount. That's actually not what we understood from their papers. The discount is a 30 percent that's applied across the board for the entire term of the SAA versus the take-or-pay obligations that result in shortfall amounts that are based on annual commitments. So, essentially, there are commitments SpeedCast must meet and then corresponding penalties, and then those are the shortfall amounts. They're not a flat 30 percent, but rather are calculated based on the SAA's terms.

THE COURT: So, Ms. Prugh, with respect to your argument that whether they were delivered under the MSA or the SAA, Mr. Dockterman took me through a list of the reference documents.

Are you telling me the MSAs are not referenced as agreements, existing agreements?

MS. PRUGH: So, they are -- so the MSAs were terminated. The only one that survived is actually defined as surviving agreement in the termination agreement, that's the Hong Kong MSA.

Let me find for you what page that is on. So, if you look at the Debtor's Exhibit 4 and Inmarsat Exhibit E -- I think you were already looking there --

THE COURT: Right. So, I'm looking at existing

agreement, Page 4. Does that include -- I see one MSA, which is B.

But under which agreement, if any of those listed under A through N, are you saying that the FX services were provided, or is it none of these?

MS. PRUGH: They were provided under a variety of them, including ones that are listed there in this agreement. The MSAs, like the SAA, are existing agreements except for just the Hong Kong MSA, but they were also all terminated as part of the termination agreement.

THE COURT: Right, but at least the way I'm reading permitted claims is -- I thought you were telling me they were provided under -- I misunderstood your point. I'm not sure I do have it yet. I thought you were telling me they were not provided under the SAA therefore, Mr. Dockterman's argument failed. But if they were provided under an MSA and if that was an existing agreement, then why wouldn't I use the SAA to provide the pricing of the existing MSA?

That make sense?

MS. PRUGH: It makes sense and I think -- let's just turn to, if we can, Slide No. 8 so we can just look at the definition again of released claims and permitted claims side-by-side.

So, looking again at the permitted claim

definition, so, it's a claim for payment for services delivered by Inmarsat post-petition, which are under and otherwise on the terms of. What Mr. Dockterman is claiming is that the second part of that only, right? That's because the SAA has a pricing principle, which is his argument which we'll also address, but assuming there's a pricing principle in the SAA that relates to the services delivered under the MSA, that is there is, therefore, quote, "otherwise on the terms of," right? That's the argument Inmarsat makes.

Our point is the language in the permitted claims definition, which we agree is the crux of the argument here, is that the services had to be delivered under and on the otherwise terms of. And the parties do not dispute that services were not delivered under the MSA. The MSAs are the only documents that discuss the contract terms of the SAA loan.

THE COURT: Wait.

So, you're telling me the services were not delivered under the MSA?

MS. PRUGH: They were delivered under the MSA. They were not delivered under the SAA and the Inmarsat claim for payment is under the SAA. So, to make their claim, they would have to show that the services were delivered under the SAA, as an existing agreement, and those services that we've been discussing were not delivered under the SAA.

They were delivered under the --

THE COURT: Okay. So, I'm not following yet. So, let me restate this to you and if I've got what you're telling me incorrectly, wrong, you know, tell me.

The services were delivered under the MSA. The pricing for those services was delivered under the SAA and you're telling me I have to look at the MSA for pricing and I can't look to the SAA for pricing.

Is that what you're telling me?

MS. PRUGH: Not quite.

THE COURT: Okay.

MS. PRUGH: So, I agree with the first part. The services were delivered under an MSA.

THE COURT: Okay.

MS. PRUGH: The MSA also provided for the pricing. Later in 2016, when the parties entered into the SAA, they included this discount to the pricing under the MSA. That's the 30 percent Mr. Dockterman referenced.

So, that is a related term to the services that were delivered under the MSA. That said -- so, that's point one, right? There were no services under the SAA. For that reason alone, it doesn't fit the express definition of permitted claims. You really have to look at only that second part of the highlighted text, which is "otherwise on the terms of" --

THE COURT: So, what was the rate under the MSA? Wasn't it the 100 percent rate?

MS. PRUGH: Right, it was the original agreed rate.

THE COURT: But you didn't pay that original agreed rate. You paid the SAA rate.

MS. PRUGH: Right, which is what we agreed to --

THE COURT: So, why can't they make their -- so, if you're correct that I don't even look at the SAA, why wouldn't I say you still owe them money under the MSA?

MS. PRUGH: Because those claims, as our presentation -- I tried to short-circuit it with that point, but as our presentation will show, we'll explain those claims are released. Those only --

THE COURT: Well, they may be released. I got it they may be released. That's a different argument. But in terms of separating out these agreements, if you tell me to ignore the SAA because the pricing has to arise under the MSA, you didn't pay the MSA pricing.

So, what we have to worry about is the release question under the 9019, right?

MS. PRUGH: We worry about the release question, but again, what they're seeking in their papers isn't even the 30 percent. It's the take-or-pay penalty on failure to meet minimum commitment. So, they're not even seeking the

30 percent. What they've been seeking is related to --

THE COURT: Mr. Dockterman told me he's only seeking the 30 percent, not the take-or-pay.

MS. PRUGH: Okay. Well --

THE COURT: So, I'm not sure that I then know the dispute if you're telling me it's something different than he's telling me.

MS. PRUGH: Well, again, as it was written in their papers, it explains they want the shortfall amount and that they looked at the SAA, if we could turn back to Exhibit 2 for the Debtors and Exhibit A, if you're looking at the documents given to you by Inmarsat.

THE COURT: Right.

MS. PRUGH: And if we go to the same Appendix A that Mr. Dockterman was referencing earlier --

THE COURT: Right.

MS. PRUGH: So, page 13 of 18.

THE COURT: Right.

MS. PRUGH: So, you'll see, and as he discussed, the 30 percent discount is a pricing principle in Part A, right? Part B deals with what we call the take-or-pay obligations, and that was a minimum annual commitment that SpeedCast has to provide and if they didn't provide, they would then be subject to paying the, quote, "shortfall" amount, and you can see that specifically in Section B

sub-5. Oh, I'm sorry, sub-1. It starts with this is the minimum commitment, it will commence on this term, and then if they don't meet this minimum commitment, then they're subject to the shortfall amount. And I'm trying to find -- I apologize -- in Part C -- sorry -- where it actually references the terms that they use in their papers, the shortfall amount.

So, that's on towards the top of page 14. It says (indiscernible) does not meet the minimum RGU commitment for any year as set forth on the table above, following the end of each year, Inmarsat shall invoice SpeedCast 90 percent of the minimum RGU commitment for such year, the, quote, "shortfall amount." So, that is the shortfall amount. It is not the discount, the 30 percent discount that's up in Part A which is the pricing term for the MSA. They're separate in this document.

THE COURT: Okay, let me just -- I'm going to interrupt you for a minute and I'm going to come back to you.

MS. PRUGH: Yes.

THE COURT: Mr. Dockterman, you all are telling me that the dispute is different, or do I misunderstand what you already told me?

MR. DOCKTERMAN: Your Honor, I think the language to which Ms. Prugh is referring is amended in the

31 December 2019 agreement and the amount that we are seeking is in 3.8.2 of the 31 December 2019 agreement, which is Exhibit C. That's the formula that I pointed out to you a few minutes ago.

THE COURT: Right, tell me again where that is. I'm in C.

MR. DOCKTERMAN: If you're in C, it's on Page 4 of 5.

THE COURT: Okay.

MR. DOCKTERMAN: And it's Section 3.8.2.

THE COURT: And does that mean, in effect, a portion of the 30 percent, if I go through the formula?

MR. DOCKTERMAN: If you go through the formula, it's a portion of the 30 percent, but there is a minimum take-or-pay element as well. So, Ms. Prugh is correct about that --

THE COURT: But are you seeking the minimum take-or-pay?

MR. DOCKTERMAN: We are seeking the portion of the minimum take-or-pay to which we're entitled under that formula.

THE COURT: So, you're seeking both the 30 percent plus the minimum take-or-pay?

MR. DOCKTERMAN: Correct. That's correct.

THE COURT: Okay. So, let me just go back for a

minute.

Ms. Prugh, do you dispute their entitlement to the formula on pricing alone, and that is the percentage of the 30 percent?

MS. PRUGH: We don't dispute how that's calculated, the 30 percent, but that is what is a permitted claim and has been paid in full. So, we see that as a separate issue because those bills have been paid through the end of the year --

THE COURT: Under the December agreement or otherwise?

MS. PRUGH: The December -- sorry.

Under the SAA, is that --

THE COURT: No, under the compromise that was earlier approved?

MS. PRUGH: Yes. So, from our perspective, the admin claim does not include payment for the services that have been provided and applied the 30 percent discount because that was part of the parties' agreement and that the remainder were released. So, yes, we paid for the post-petition services with the 30 percent discount --

THE COURT: Okay.

MS. PRUGH: -- under the --

THE COURT: I am not going to do well at this hearing. I don't have the facts and I need you all to help

me and then we need to come back next week. It's not that I want to put it off. I don't want to make a bad decision here.

If you all -- this was portrayed, I thought, that, "Judge, we're just going to ask you to make a legal conclusion as to what the documents mean," and I have that but it's really dependent upon what the underlying facts are, and I don't understand those at all.

So, can I get a stipulation filed by you all as to the relevant underlying facts because I'm not going to make this call right if I don't understand those. I don't think you all have a disagreement about it. I just, I'm not following.

MR. GENENDER: Your Honor, Paul Genender.

May I make a comment?

THE COURT: Sure.

MR. GENENDER: Of course, Your Honor, we can try to do that. I might make a suggestion that Mr. Dockterman, in his comments, certainly raised some different points from our perspective than what we understood --

THE COURT: Right.

MR. GENENDER: -- he was asking for and so the sands have shifted a little bit. So, I actually - of course, we can submit a stipulation of facts but I also wondered if it wouldn't make sense for the parties -- or at

least for our client, for reorganized SpeedCast -- to have an opportunity to submit some additional briefing that might help the Court set the stage, some of which might be in Ms. Prugh's -- already in her PowerPoint --

THE COURT: Right.

MR. GENENDER: -- but it'll also give the opportunity to not have to learn it on the fly, for lack of a better way of saying it.

THE COURT: Yeah, just so that you know -- and this may be why I'm not catching on is when I got your stipulation, I didn't go back and re-read what the whole dispute was about because I was told I'm going to have this very focused dispute and it sounds like I need a lot more background.

If that's for me to go back and read briefing, you all can tell me that, but it is clear to me I'm not -- and I guess this is a bit embarrassing -- I am not prepared for what you all are doing in this hearing, and you all can blame me or I can blame you, but I want to be prepared so that I get to the right ruling.

MR. GENENDER: Judge, would it make sense to maybe move the ball somewhat down the field to allow for Ms. Prugh to finish going through the slides notwithstanding what you said?

THE COURT: I'm lost, Mr. Genender.

MR. GENENDER: Okay, fair enough.

THE COURT: And so, I'm just going to waste your time and I'm going to ask stupid questions, and I don't feel good about that. I want to give her the chance for me to understand what she is saying, where I'm prepared; otherwise, I really am lost. And I even think you all are a bit lot between each other as to what your dispute is because of this 30 percent issue and the minimum take-or-pay. I need the remaining dispute defined better. I need the underlying facts defined better. So, I do want to hear Ms. Prugh, but I want to hear it when I'm prepared.

How long do you all need to try and work on a joint stipulation, or like you said, if you all want to talk and resolve it, it's fine with me, but mainly, a joint stipulation of facts that I can get and something that identifies the dispute as more than "Judge, we're going to present it to you at the hearing." You all have been living with this and it is very hard for me to follow it, as hard as I'm trying.

MR. DOCKTERMAN: Your Honor, I don't think we'll have difficulty in putting together a stipulation, but the facts really aren't in dispute. It's a question of how they shoehorn in to the agreement and if we didn't do a good job presenting that to you, that's not your fault, that's our fault because we have been living with this. But I'm

confident that we can identify all of the facts on which we can agree -- and if there are a couple of facts on which we disagree, we can put that to you crisply as well.

THE COURT: Do you all want to come back in a week, or when do you -- two weeks? What do you all want?

MR. GENENDER: Your Honor, can I ask to come back in a week for practical reasons? We're going to lose Ms. Prugh for a very important life event she's got at the end of the month, expecting her second child, and I'd like her to do this when she's not totally up against her deadline if that's okay.

THE COURT: You know what, she can do it with her baby in her arms, but we will do it on the 24th.

How about the 24th at 3:30? Will that work?

MR DOCKTERMAN: Let me just check, Your Honor. I think that's fine with us.

MR. GENENDER: Can we do 4:00, Your Honor?

THE COURT: We can do 4:00.

MR. GENENDER: Is that okay with the Court? I don't mean to be pushy.

THE COURT: I would prefer 4:00. I was trying to do it a little earlier to accommodate you all.

MR. GENENDER: Okay. Okay, that works on our end.

So, if I can get the joint stipulation filed by 9:00 a.m. on the 23rd and then we'll have the continued

hearing on the 24th. We'll start with Ms. Prugh, so that she can finish her PowerPoint. We'll have a little better understanding.

Mr. Dockterman, I promise I'll come back and let you talk until you're tired of seeing me.

MR. DOCKTERMAN: Thank you very much, Your Honor.

THE COURT: But we'll start with Ms. Prugh.

Okay, listen --

MR. GENENDER: Thank you, Your Honor.

THE COURT: Yeah, thank you all. I'm sorry to interrupt it, but it's not often that I feel like I'm just completely lost and I just feel completely lost about the lost, and I don't want that to be here.

Okay, thank you.

MR. GENENDER: Thank you

MR. DOCKTERMAN: Thank you, Your Honor

MS. PRUGH: Thank you.

(Hearing adjourned at 9:43 a.m.)

* * * * *

I certify that the foregoing is a correct transcript to the best of my ability due to the condition of the electronic sound recording of the ZOOM/video/telephonic proceedings in the above-entitled matter.

/S/ MARY D. HENRY

*CERTIFIED BY THE AMERICAN ASSOCIATION OF ELECTRONIC REPORTERS AND TRANSCRIBERS, CET**337*

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JTT TRANSCRIPT #65060

DATE FILED: JANUARY 17, 2022

IN THE UNITED STATES BANKRUPTCY COURT

FOR THE SOUTHERN DISTRICT OF TEXAS

HOUSTON DIVISION

IN RE:	§	CASE NO. 20-32243-11
	§	HOUSTON, TEXAS
SPEEDCAST INTERNATIONAL,	§	THURSDAY,
LIMITED AND SPEEDCAST	§	JUNE 24, 2021
COMMUNICATIONS, INC.,	§	
DEBTORS.	§	4:00 P.M. TO 4:59 P.M.

CONTINUATION OF THE MOTION HEARING (VIA ZOOM)

BEFORE THE HONORABLE MARVIN ISGUR
UNITED STATES BANKRUPTCY JUDGE

APPEARANCES: SEE NEXT PAGE

RECORDED VIA COURTSPEAK; NO LOG NOTES

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(Please also see Electronic Appearances.)

HOUSTON, TEXAS; THURSDAY, JUNE 24, 2021; 4:02 P.M.

THE COURT: All right, good afternoon. We're here on the Speedcast International case. It's 20-32243 for a resumption of the hearing on the administrative claim.

Let me just begin by thanking you-all for the supplements that you filed. I think I do now understand much better what the dispute is about and it was very helpful what you-all did.

So how did you-all want to proceed today? I'll need you to press five star, Mr. Genender and if I can find you. Here we go, I found you.

Mr. Genender, let me try and activate.

(Pause in the proceedings.)

THE COURT: Hold on.

(Pause in the proceedings.)

THE COURT: Sorry, everybody. It's going to take me just a second to reset the software. I think it got a little overloaded from the prior hearing. Just let me restart it.

(Pause in the proceedings.)

THE COURT: Mr. Genender, your line should be active and Mr. Dockterman your line should be active at this point. Good afternoon to both you.

MR. GENENDER: Thank you, Your Honor.

MR. DOCKTERMAN: Thank you.

MR. GENENDER: Again, thank you for making time for us and what I happen to know is a busy day and busy week for you already. Paul Genender, Weil Gotshal Manges, for the Reorganized Debtors, SpeedCast.

Your Honor, thank you for acknowledging the receipt of the document at Docket 1640, 1641, and 1642, the stipulated agreed facts, SpeedCast supplement -- supplemental brief and supplemental declaration of David Ross. With the Court's permission, where I understood we left off last week, is that we would get to do our presentation in response to what Mr. Dockterman had done and then go from there.

And Ms. Prugh's line is also unmuted because she's in the same room with me. And the only thing I would -- if that's an okay to proceed, I want to make one comment and then pass it over to Ms. Prugh.

And Your Honor, if it's possible to make Brittany Bunch the presenter, that would help us.

(Pause in the proceedings.)

THE COURT: So I think all that's fine with me. I just want to be sure that everybody recognizes that Mr. Dockterman is going to get to repeat and start over to the extent that it's needed to clarify my prior confusion. And I'm not going to cut you off from what you can do when it's your turn to talk.

I'm looking for Ms. Bunch.

(Pause in the proceedings.)

THE COURT: Is it Brittany Bunch, you said?

MR. GENENDER: Yes, Your Honor.

(Pause in the proceedings.)

THE COURT: There she is, thank you.

MR. GENENDER: Thank you, Judge.

So, Your Honor, the only thing I wanted to say before I pass the baton to Ms. Prugh is in light of where we left off last week -- and I hope our papers addressed some of the confusion. And we obviously have a very different view of this dispute from what Mr. Dockterman portrayed.

And I would just say this: Everything he said about the agreement and the clauses, et cetera, doesn't change the following simple proposition.

Number one, no where in the agreement is there a right to claw back a discount for anything -- a 30 percent discount.

Secondly -- secondly, Your Honor, under the definition of "Permitted Claims," that is for services provided under admin service had to be provided, period.

By definition, Your Honor, as a matter of not just contract law, but common sense, a gap or a shortfall amount under a take-or-pay, nothing was provided.

So therefore, it doesn't matter where it's an MSA,

or an SAA or an ABC or an XYZ, if it wasn't provided, then it's not a permitted claim and therefore, ergo, they were released.

And I think I would stop there and pass it over to Ms. Prugh. Thank you for allowing me to say those two things, Judge.

THE COURT: All right, thank you.

All right, Ms. Prugh and then we'll go to Mr. Dockterman.

MR. GENENDER: Thank you, Your Honor.

MS. PRUGH: Can you hear me, Your Honor?

THE COURT: I can. Hold on one second though. I -- somebody has pressed five star a second time. So I need to turn that off.

(Pause in the proceedings.)

THE COURT: Okay, Ms. Prugh, you're up.

MS. PRUGH: Thank you, Your Honor. If Ms. Bunch can put the PowerPoint presentation on. Thank you.

For the Record, Your Honor, Amanda Prugh, Weil Gotshal & Manges for the Reorganized Debtors.

And go to Slide 2, Ms. Bunch.

As Your Honor recalls the parties had a November 2020 commercial transaction and global settlement that was approved by Your Honor and supported by Inmarsat, which resulted in significant benefits to Inmarsat.

Those benefits were in the form of, among other things, customer contracts and related assets. In exchange for those benefits, Inmarsat got the leases and waivers on all past, present and future claims.

And those are the release claims that Mr. Genender just referenced. The only surviving claim in the settlement were deemed, quote, "permitted claims" as assigned by the termination agreement. And those were expressly for services that were delivered by Inmarsat through the end of last year.

SpeedCast has paid for those services and those particular services are not in dispute today.

What has happened, and as suspected, is that SpeedCast did not meet its 2020 take-or-pay obligation. Those were the minimum target obligations that required an SAA for the FX services.

And that was treated to this Court last year in a 9019 motion. It was that failure to meet those minimums that was resulted in the, quote, "shortfall."

So the exercise which Inmarsat accountant took you through last week, will be necessary contracts, their provisions as Mr. Genender mentioned, SAA, MSA, et cetera, it really misses the point and it confuses the very narrow issues before Your Honor today.

We don't need to go there today. We don't need to

flip through the various contracts because it's really irrelevant. Because this dispute is not about how to calculate the shortfall. It's not about what's an existing agreement or in the agreement or what the MSA say or the SAA says, because what Inmarsat is seeking is not for payment of services that were delivered.

But again those were paid and they're not in dispute. Rather, in contrary to the parties' global settlement and Inmarsat releases, Inmarsat is seeking two things.

First, without any basis and any contract, Inmarsat is seeking the 30 percent discounted pricing that was applied to services delivered to SpeedCast last year.

Second, and separately, Inmarsat is seeking to expressly release shortfall amounts that were previously settled between the parties.

So not only do the shortfall amounts not clearly fit the definition of the termination agreement permitted of release claims -- excuse me. It clearly fits the definition of release claims and they compensate the Inmarsat services that were not delivered. So, again, for a shortfall when SpeedCast did not do something and services therefore were not delivered.

So by definition a shortfall amount is not a payment for services that were delivered. And that is what

is provided for in the permitted claim in the termination agreement.

And that's true regardless of what agreement you're looking at, what provision you're looking at, amended or otherwise, for the type of services provided.

The fact that permitted claims is for services provided is prohibited in Inmarsat's claim.

So if we turn first to the 30 percent discount pricing. And that was, again, applied in the invoices that were sent to SpeedCast by Inmarsat for services that were delivered.

And that was part of the principal of the parties entering into the SAA. That discounted price of 30 percent did not increase, nor did it decrease, based on SpeedCast's commitment or failure to meet those commitments.

It was 30 percent as stated in the agreement and there's no other provision that addresses it. Inmarsat has conceded that in our stipulation. Meaning there's no revision in any of the agreements, including the SAA that would permit Inmarsat to claw back that discount or put another way, to re-invoice SpeedCast for that 30 percent.

Inmarsat point in any provision in the papers. They didn't point to one last week and they haven't pointed to one in our discussions that would support that position. There's just simply not a contractual basis that support the

claw back of the 30 percent.

And that's also why, Your Honor, if you look at Inmarsat's own exhibits, it's Exhibit F is the invoice that they provided to SpeedCast in April.

This does not mention the 30 percent discount. It doesn't include it in the shortfall calculation and it's simply not part of the take-or-pay provision at all.

So assuming that Inmarsat is going to seek this recovery of the 30 percent discount, again there's just no provision in any contract that supports this.

For the second category, the shortfall amounts, again, these are not permitted claims and they cannot be permitted claims. The termination agreement expressly and unambiguously defines permitted claims to be the only narrow carve out from the broad release claims.

And as you'll see on the screen when you're looking at the definition of permitted claims, that includes a claim for payment by Inmarsat for services delivered though the services delivered last year under the existing or surviving agreement.

But again, we don't need to get into what agreement or what time period or any thing. Because shortfall amounts are not for services delivered.

Your Honor, what the shortfall payment is, is a financial penalty for the shortfall of SpeedCast contractual

take-or-pay commitment, meaning simply that those services did not happen.

So that means the shortfall amount is really the antithesis of a permitted claim. By definition, it's for services that were not provided.

If you look on Slide 7, on the next slide.

This is part of the SAA which defines the shortfall amount on Section C(1) at the bottom.

And you'll see there that SpeedCast did not meet the minimum target. Then Inmarsat will invoice SpeedCast 90 percent of the minimum RGU commitment for such year and that is what is titled here as a shortfall amount.

But what this means is the release claims and therefore part of the broader express releases and the waivers that are provided by Inmarsat in the parties' global settlement.

If we go to the next slide, you'll see this is further confirmed by Inmarsat's own invoice and it really concerns both points, Your Honor.

Again, this is the invoice that was sent to SpeedCast in April of this year. You'll see in the calculations which expressly says, "TOP" for take-or-pay, shortfall calculations.

There's nothing in there that references a 30 percent discount, no reference at all. And additionally,

it's talking about the shortfall. Again, for the shortfall amount for services that were not provided.

And services being provided to the (indiscernible) of a permitted claim. So again, --

THE COURT: Just to be sure I'm following what you're telling me. When there's a shortfall in services provided, their position, I believe, is that the price for the non-shortfall services is higher.

And therefore, they can invoice you for the ones they did provide at a different rate because you didn't buy as much as what you had said you would buy. I think that's their position.

Can you address -- assuming I've got that right, can you address that argument specifically?

MS. PRUGH: That is also what I heard last week. It was new to us at the time, but that really goes to the first part, the 30 percent, right? And that's what they're trying to recapture.

And that's (indiscernible) in any contract. There's just not a contractual provision that allows them to recapture that 30 percent.

THE COURT: Well go back to your prior page from --

MS. PRUGH: They're seeking it now.

THE COURT: Go back to the prior page for a

minute.

MS. PRUGH: Sure.

THE COURT: What -- it says if SpeedCast does not meet the minimum commitment, then Inmarsat will invoice you for the shortfall amount.

So I'm not sure what you mean by there isn't any provision for going back and sending you an invoice if there's a shortfall.

MS. PRUGH: So, again, the invoice that we got, they're trying to seek the 30 percent. Those are for services provided. So those were services that SpeedCast did receive, but they were priced with a 30 percent discount.

THE COURT: Right and they're -- according to this little section that you have here, under C(1), they get to re-invoice those at a higher rate.

They're argument is they can do that. What is your argument that they can't re-invoice at a higher rate?

MS. PRUGH: So this invoice that we're talking about here on the slide we're looking at, that is for a failure to meet take-or-pay obligations. And again, that's for an instance where we're not --

THE COURT: Back up to the slide we were on before. Doesn't C(1) say if you don't meet the minimum commitment, then they can invoice you -- I guess those are

for the undelivered services. Okay.

But what about for the delivered services? You're just saying there's no provision that says that they can go re-invoice you for that provision.

MS. PRUGH: That's exactly right.

THE COURT: Even though this is -- this is an attempt to measure that, right?

MS. PRUGH: That's right. This is separate. So you've got the 30 percent was applied for services and then the contrast to that, right, is if there were not services provided, because we did not meet the minimum, then we get this financial penalty here in C(1), but that's when there were no services.

Inmarsat is trying to seek recoupment from services it did provide through this provision for services where they're not provided.

THE COURT: Okay. I got you now. Not sure you're right, but I think I got you.

MS. PRUGH: So I believe we're back on Slide 8.

Again, this is the invoice itself. And again, to the point we were just discussing, this is for the failure to meet the commitment. Therefore, it is a take-or-pay shortfall obligation calculation.

And because of that, there is no mention of the discount. And it's shown that it's for the shortfall. That

is where there were services provided and (indiscernible) what we just looked at, Section C(1) to calculate to get that 2.1 number.

THE COURT: Can you just -- this is going to be sort of a detailed pain, but it may help me understand things best.

Can you do the two million four? And I know it's their invoice, but can you take me through the math on the 2,402,100?

So we have a vessel shortfall of 471. Did we multiply that by 850 by 12 and that gives us 2,402,100 or is there some other fancier calculation?

MS. PRUGH: So if we -- (indiscernible) or I can point you to a new file under seal. The SAA that's the actual calculation is. It's under -- I've given you part of C(1) that it says what a shortfall is.

It continues to give you the mathematical equation to show you what is multiplied by what to get that number. So this is what (indiscernible) summary comes from that.

So we can -- if you want me to point you -- if you want to be able to pull up their exhibits on your screen so we can all share it publicly given the confidentiality. I can point you to where that is in the SAA.

THE COURT: Give me just a second. Let me just --

MS. PRUGH: Sure.

THE COURT: -- try something.

(Pause in the proceedings.)

THE COURT: I'm bringing up a spreadsheet just so I can use it.

(Pause in the proceedings.)

THE COURT: 471 times 850 is 400,000 and times 12 is 4.8. This is half that amount. Can you talk me through why that is?

MS. PRUGH: Yes, so it's based on six months when you're doing the calculations. So that would be -- represent half.

THE COURT: Okay. So that's where that number comes from?

MS. PRUGH: Yes.

THE COURT: Got it. Okay.

MS. PRUGH: Okay, so we talked a lot about, you know, what the contract provided for and doesn't provide for, but we also needed to remember the larger context -- which on the next slide, Ms. Bunch.

These claims were, in fact, released. Again, they contradict the definition of a permanent claim and therefore, the term would be broader -- much broader definition of release claims.

And Inmarsat was, in fact, compensated for that release. Again, they got numerous customer contracts, so

many millions of dollars, and that included most of the SpeedCast Class FX and other Inmarsat maritime service customers.

Inmarsat knew and always knew it was releasing these claims. As you'll remember, Inmarsat did not object to the Debtor's Rule 9019 motion. And in fact, they filed a declaration in support by their CFO, Tony Base (phonetic).

And Inmarsat did not at any time before April of this year, suggest that any party-in-interest, including this Court, for the Reorganized Debtors or any third party that it was going to take this position that it now takes contrary to the agreements expressed terms.

In fact, in this 9019 motion as the Debtors previewed to this Court some discussion among the parties, the release from these contractual obligations, these take-or-pay obligations in the form of mutual releases were the substantial benefit of the Debtors and their estate that prompted them to enter into this larger contraction and global settlement.

Your Honor, we don't need to get into anything beyond the claim terms of the agreement, the definition of submitted claims and shortfall amounts really resolve the inquiry.

But the parties didn't follow up claims would be and were, in fact, released. And as we explained in our

papers, and agreed to by Inmarsat, the discussions to go forward with the relationship began in June 2020.

And as you can see here just by way of example, the CFO of Inmarsat explains very clearly when talking about a transformation from the SpeedCast customers to Inmarsat that that chance would, quote, "also include full and final release of SpeedCast from all take-or-pay obligations that Inmarsat had."

So this is why SpeedCast is so surprised to learn of this claim roughly two months ago. There is simply no contractual basis for the 30 percent. It's not in the shortfall calculation in the contract or as applied by Inmarsat.

And the contract express terms including the definition of permitted claims, prohibits the recovery of the shortfall amounts. Because by definition, it cannot be a permitted claim for services delivered.

So claims to relief, Your Honor, and any (indiscernible) release of the claims should be denied.

I'm happy to answer any questions Your Honor may have. Otherwise, I'll turn the podium over Mr. Dockterman.

THE COURT: Ms. Pugh thank you.

Mr. Dockterman, we'll go back to you. Thank you.

MR. DOCKTERMAN: thank you, Your Honor. I -- Mr. Genender started out by saying everything Mr. Dockterman

just said, I thought we were going to hear quotation from My Cousin Vinny and I got a little worried.

(Laughter.)

MR. DOCKTERMAN: But we are still -- and I apologize for the pun, still sort of ships passing in the night, which as we bought maritime business is a little bit strange.

I think the Court has it. We billed at a 30 percent discount. We are entitled to recover at a -- the difference in price between the advantage that the Debtors had at the discounted price which assumed that they would leave the boggie of vessels. And --

THE COURT: So I understand the logic. I do understand the logic of that, I think which is why I said it before.

Their argument is that you didn't preserve the right to do that in the documents, notwithstanding the logic. Maybe it makes some sense to reopen the documents. I know you had them up for me before.

And I can open them and put them up. And take me through that -- I understand that logic. I don't understand where the documents allow you to do that. And if you can show me where, I'll open them up and put them on the screen for everybody to look at.

MR. DOCKTERMAN: I'd be happy to, Your Honor. We

should start probably with the fee determination.

THE COURT: And where would I find that?

MR. DOCKTERMAN: That is Exhibit E to our -- to Mr. Burnett's declaration supporting our reply. And that is 1530 -- excuse me, 1629(1).

THE COURT: Let me get there.

MR. DOCKTERMAN: Sure.

THE COURT: And if you have somebody you want to run the -- or a PowerPoint or something that's fine. But I just probably easier just for me to open it.

MR. DOCKTERMAN: I'm very happy for you to open it, Your Honor.

THE COURT: So I've got Mr. Burnett's declaration right here. And it's open now.

MR. DOCKTERMAN: And if you go to Exhibit E to that declaration. That's what I was afraid of.

THE COURT: Oh, yeah, they are here. Let me find them.

MR. DOCKTERMAN: Yeah, and that's why I think we might walk you through them last time Your Honor. We actually didn't have them on the screen. You had them up and I had them up.

But I think -- if you have them that's fine.

THE COURT: You know what, I've got them back in chambers. Do you mind just holding a second everybody and

let me run and get them?

MR. DOCKTERMAN: Thank you very much, Your Honor.

THE COURT: Thank you.

(Pause in the proceedings.)

THE COURT: My law clerk was waiting at the door with them when I walked out realizing that I should have had them here. So thank you.

Okay, I've got that in front of me.

MR. DOCKTERMAN: All right, if you go to Exhibit E, if you look (indiscernible).

THE COURT: I'm there.

MR. DOCKTERMAN: Termination and release.

THE COURT: Correct.

MR. DOCKTERMAN: We start at 2.2, which is the exception to the release. And I think we saw a piece of this through Ms. Prugh's PowerPoint.

Since we are a party to an existing agreement, we retain all rights, remedies and power it has in connection with any permitted claim from relevant, existing agreement.

THE COURT: Okay.

MR. DOCKTERMAN: We have to flip back a couple of pages for the definitions of permitted claims and existing agreement.

Permitted claim is on page five.

THE COURT: Correct.

MR. DOCKTERMAN: And it means any claim for payment by an Inmarsat entity for services delivered by the relevant Inmarsat entity to a SpeedCast entity after the filing date, under and otherwise on the terms of any existing agreement or the surviving agreement. And so on.

And then the definition, as we saw last time, Your Honor, is on the proceeding page for existing agreements.

(Pause in the proceedings.)

THE COURT: Okay.

MR. DOCKTERMAN: And as we saw the last time, the existing agreements include all of the MSAs relevant here, plus the SAA, which is under C. And importantly as amended from time to time in accordance with the SAA extension agreement, dated 31 December 2019.

And you may recall, Your Honor, that you asked me about the 30 percent during this -- at the beginning of Ms. Prugh's presentation last week.

And I said what we're looking for is the formula at 3.8.2 of the December 31, 2019 agreement. Because that was the current agreement between the parties as to how to calculate it.

What you were just looking at with Ms. Prugh is the 2016 version of the calculation. And so, we would ask her to go through the math -- math there was the 2016 math. That's been updated.

And you may recall in Mr. Burnett's declaration, with 1629, he describes why we made the calculation the way we did. And that's also attached to our original administrative claim.

And if I could read from the original administrative expense claim -- and that's Docket No. 1532.

"A shortfall amount reflects that invoice is calculated according to the formula in the SAA as amended by the 2017 business transfer agreement."

That was the first amendment.

"Because SpeedCast Limited has not yet provided the information necessary to adjust the calculation, prove the 31 December 2019 of evidence, Inmarsat believes the amount owed maybe higher based on data and the sole possession of the Debtors and Inmarsat reserves all right to amended this amount once SpeedCast, Ltd., provides the information it's required to provide pursuant to the agreement."

So what we were looking at on that invoice a few minutes ago, that's the old calculation as a placeholder, which was the 90 percent times the average times the shortfall.

And you may recall that we looked at the 2019 Amendment, which is Exhibit C to Mr. Burnett. And at 3.8.1 it says, "Inmarsat shall invoice SpeedCast for any shortfall

each year under the above clauses with the formula should shortfall average SpeedCast SFXARPU times 12 month as per the SAA."

THE COURT: Hold on let me just look at something.

MR. DOCKTERMAN: Sure.

(Pause in the proceedings.)

THE COURT: So, their position is -- and I'm just -- I just want to be sure everybody's fully joined here. At 3.8.2, is an invoice for services not delivered and not a price adjustment for services that are delivered.

This is kind of the inverse to question that I asked Ms. Prugh. Tell me why they're wrong about that.

MR. DOCKTERMAN: Because this is a price adjustment. Because the way -- and the way to illustrate that is if SpeedCast had been entitled to the discount at the end of the year rather than being billed during the year. They would have come to us had they fulfilled the minimum vessel requirement, as they did, by the way, in 2017 and 2018, when they did fulfill the vessel requirements.

They'd come to us and said, hey, we met the minimum, we would like our 30 percent discount in a check. The difference is the way the parties had negotiated and this 2019 agreement reflects it.

We'll actually get the benefit cash flow of the reduced pricing, but if you don't meet the minimum, we will

bill you the shortfall amount.

THE COURT: It just -- this doesn't seem to actually calculate that. This calculates not -- let's assume that instead of using as much as they used, that they only done it on one ship, for example.

Then you would have this giant shortfall, which would not replicate the price discount for the one ship. And so, where's the price discount math and where do you have the right to restore the price discount math?

Does that question make sense?

MR. DOCKTERMAN: I think it does. And if I'm not answering it, then I apologize for not understanding it.

But the 30 percent discount comes from the pricing is under three on the proceeding page.

THE COURT: Number three?

MR. DOCKTERMAN: Number three. If you turn back to the --

THE COURT: Yeah, I'm there.

MR. DOCKTERMAN: -- preceding page, you'll see that there is pricing and that pricing is reflected back to the 2016 SAA. It says, "SAA pricing under their existing contract."

And if you go back to the SAA, that's where you have --

THE COURT: And the SAA is which exhibit again?

MR. DOCKTERMAN: Exhibit A.

THE COURT: Okay.

(Pause in the proceedings.)

MR. DOCKTERMAN: And it's on page 13 of 18 of that exhibit.

(Pause in the proceedings.)

THE COURT: Okay.

MR. DOCKTERMAN: And if you take a look under pricing principals, 2(a), it discounted 30 percent of tier one pricing for all available FX/GX service and price plan applicable to all SpeedCast FX/GX customers.

THE COURT: Right. So what I'm not understanding is why 3.8.2 is the mathematical equivalent of the discount under 2(a) as opposed to some alternative to which you might be entitled for non-use.

And I got it that you are entitled to a discount for non-use, but that's waived. What may not be waived is if there was a pricing reduction. Maybe you have the right to recapture that.

But they're telling me you don't and I don't think you get to just substitute something that you say was part of the negotiated deal for that. I mean, where does the 30 percent come back?

MR. DOCKTERMAN: It's in 3.8 of the December 31, 2019 agreement.

THE COURT: But that's not the 30 percent, I don't think. Maybe you need to --

MR. DOCKTERMAN: Well that is --

THE COURT: Go ahead.

MR. DOCKTERMAN: This is compensation if SpeedCast does not meet the minimum RGU requirements.

THE COURT: Right.

MR. DOCKTERMAN: This is what the difference will be. So the parties made a deal at the end of 2019.

THE COURT: But that sounds like a take-or-pay compensation. That's not restoring the 30 percent discount.

MR. DOCKTERMAN: No, there is no point at which we said we restore the 30 percent discount. The payment was you get a 30 percent discount if you make the RGU minimum. If you don't make the RGU minimum, we will bill you the shortfall amount in lieu of -- in order to make up for the discount that we gave you.

That was the deal in 2016 and remained the deal all the way through.

THE COURT: Okay.

MR. DOCKTERMAN: So that refers back, Your Honor, to the question that you asked me last week when you said, well, where's the 30 percent discount? And I said, no we're looking for 3.8.2 because that's the agreement between the parties.

THE COURT: I'm also understanding more why I got lost last week because I think I wasn't understanding fully, but. So go ahead.

MR. DOCKTERMAN: So, I do want to take a moment, if I might, to address this release and waiver argument that the Debtors have now made, SpeedCast has now made.

THE COURT: Sure.

MR. DOCKTERMAN: Because it's important to understand that this is not the surprise that they say. Nor was there anything -- we misled anybody about. The motion in support of the Inmarsat transaction attached a version -- an unsigned version, but nevertheless the same version, of what we just looked at as the deed termination.

And so, the whole issue of permitted claims, existing agreements and which agreements there would be, they were there.

And the reason that it was -- the reason that they wanted to do that deal -- and I can walk you through the specifics parts of the motion, supporting documents on the docket if that would be helpful, Your Honor.

THE COURT: I think it will be.

MR. DOCKTERMAN: We can go to Docket 950.

(Pause in the proceedings.)

THE COURT: One of the exhibits or the main 950?

MR. DOCKTERMAN: The main 950 for this, Your

Honor.

THE COURT: Okay. I've got that opened.

MR. DOCKTERMAN: If you could go to page 3, if I may ask you to do that at the bottom, where it talks about relief requested.

(Pause in the proceedings.)

MR. DOCKTERMAN: You'll see that it says that the Debtors seek the entry of an order substantially in the form of Exhibit B authorizing -- going up to the top of the next page -- the Asset Sale Agreement and related Transaction Agreements as defined in the Asset Sale Agreement, including the Transaction Agreements attached hereto as Exhibit D.

Now I will represent to you, Your Honor, that Exhibit D is the same termination of deed and release that we just looked at. It is Document 951 beginning at page 87.

It's sealed, so you're not going to be able to see the document, but if you went back and looked at it, it would be exactly the same.

THE COURT: Actually I think I can see it given that at that point we had our old sealing, so I can look at them. It's the new, you know, whatever the solar wind sealing that makes it difficult on us. But this sealing, I could see.

MR. GENENDER: But that was before we had to deliver envelopes, right, Judge?

THE COURT: That's right. I'm sorry about what we're having to do. But we do -- okay, so. Go ahead.

MR. DOCKTERMAN: So that was all in front of the Court and it goes on, and I think the paragraph on the top of page 4, to say right in the middle:

> "The settlement claims granted mutual releases between Inmarsat as the sellers and other related terms of the agreement all as specified in the Asset Sale Agreement and the other Transaction Agreements."

So when the SpeedCast folks say, well wait a minute, everything was released. No, that's not true. There was a specific reference here that the releases are, as described in the Asset Sale Agreement and the Transaction Agreement.

And if you go on to paragraph 9 of the motion, they talk about why they were willing to do that. And if I could ask you to take a look at the last sentence of paragraph 9:

> "Retaining the Inmarsat reselling business would likely impose a substantial burden on SpeedCast over the next several years with an estimated aggregate undiscounted cash flow impact for the fiscal years 2020 through 2023, for approximately $53 million."

Now by the Inmarsat transaction, we did waive the pre-petition claims. I'll get to that in a minute. And we

also waived any claims for 2021, 2022, and 2023. But we did because the fee of termination became effective January 1, 2021.

What we did not waive anything in 2020 post-April 23, 2020.

THE COURT: So their position is that under the specific language of the contract, you only retained those rights as to delivered services.

MR. DOCKTERMAN: Right. And we're only seeking the proper payment for the FX services that we delivered, not at the discounted or not that they received, but at the contractual amount to which they agreed in the event they didn't hit the minimum RGU.

Now it gets confusing. You would think we just get the 30 percent. But that's not what the parties agreed. They agreed in lieu of that, we would get the shortfall amount and that would be the proper price for the services that we delivered.

THE COURT: Where did they agree in the 2020 deal that you would get the shortfall amount?

MR. DOCKTERMAN: It's a permitted claim.

THE COURT: Where is it a permitted claim?

MR. DOCKTERMAN: It's because it's under existing agreement and that it's under the MSA and the SAA.

So going back to the --

THE COURT: But the permitted claims has to be for services delivered, right?

MR. DOCKTERMAN: Well if you -- that's correct. And there's no contest that the services that were delivered were FX services. They don't dispute that.

THE COURT: Right.

MR. DOCKTERMAN: They're trying to save day, well wait a minute the way in which you calculate the price is based upon ships that we didn't deliver to you -- we, SpeedCast, didn't deliver to you, Inmarsat.

And the answer to that is, that's right. Instead of a straight 30 percent recall, you have to pay us the shortfall amount and that's what's described.

And that's one of the reasons why the December 31, 2019 agreement is defined as an existing agreement. Because there's really not much other purpose to it being an existing agreement because it's providing the price formula for the shortfall amount.

THE COURT: I understand this dispute now. And I appreciate you-all explaining it to me.

I am not going to rule from the Bench. I want more time to go back over the documents now and see what I think.

But I'm no longer confused. I understand the facts. I understand the arguments. I just need to apply

the contracts to the arguments and be careful about doing that.

So I'm just inclined not to make an oral ruling. I usually do, as Mr. Dockterman, you may not know that that well. But Mr. Genender knows I usually rule from the Bench and I'm not going to do that today.

I'm not sure of the answer. But I no longer have the hesitancy about the facts I did before and I appreciate you-all coming back.

If anybody wants to add anything else, that's fine. But I actually do think I understand fully the dispute at this point. I'm just not appreciative of the answer to it yet.

MR. DOCKTERMAN: Your Honor, another thing.

THE COURT: Of course.

MR. DOCKTERMAN: Of course, I'm happy to defer to Mr. Genender. The one other thing I would add is that, you know, in the original objection, the only issue that was raised in the original objection by the Debtors was that the shortfall amount wasn't something that they should pay.

The argument that they made last night, for some of those that are new, and one of them I just wanted to identify a reference for the Court. They make this argument about what "comma and" means.

And I would prefer the Court -- first of all, the

agreement is interpreted under New York law. And I'm happy to submit a short memorandum under New York law to what the word "and" means in contracts.

But you don't have to look any further than Brian Gardner's Dictionary of Modern Legal Usage. And is not a doctrinaire as my friends representing SpeedCast would suggest that it is.

And if the Court would like to law on that, I'm happy to submit it to you by tomorrow.

THE COURT: Let me hear from Mr. Genender and then we'll figure out if we want to do any more briefing.

It's a lot of money in one sense, but to your clients it may not be enough money that they want to spend money on more briefs.

So we'll see. I'm not sure how influential the briefs will be because I probably need to look that kind of stuff up on my own anyway.

Go ahead, Mr. Genender.

MR. GENENDER: Your Honor, I'm going to make a comment and then Ms. Prugh, I know, wants to make a few comments, if that's okay with the Court?

THE COURT: Sure.

MR. GENENDER: One comment would be, I think that if the Court asks and Mr. Dockterman correctly acknowledged on this Record that there's no provision that allows the

recapture of the 30 percent. I think that's key.

Secondly --

THE COURT: I just want to be clear what I heard him say. It doesn't allow the recapture of the 30 percent, but it provides an alternative pricing remedy, which is they get their calculation if you don't meet that.

And it has to -- the argument is just more nuance than delivered, not delivered. Your argument is we're paying for the delivered, forget the undelivered.

His argument is, you don't get the delivered if you don't also agree to pay this amount. You took -- under this agreement you took deliveries, now you've got to pay the piper for doing that.

I'm not sure he's right about that. But that's basically the argument and that -- it's that argument that I want to think about. I do think that the agreement doesn't -- and everybody's agreed with this -- it really does provide a direct 30 percent adjustment.

As to whether you look at this in that bigger context or not that it he's arguing, you know, I'm not sure.

MR. GENENDER: So, Judge, the other comment I would make is that when you ask these questions, he didn't go to the SAA initially. I think -- you're going to go to the document, so I'll just hold my comment on that, which is, you know Judge, we hold (indiscernible) a rare

occurrence. So I'm going to do that.

Secondly, Your Honor, I do think that there's some confusion through Mr. Dockterman's arguments where he is -- where he goes back and forth between the shortfall amount and the 30 percent and overlooked. And it becomes circular because he says, therefore it is a permitted claim.

And that's our point, Judge. As you identified, it's not a permitted claim. Why was there a permitted claim?

Permitted claims allow the parties to address the fact that they would be continuing to do business together. If they did, those have been paid as permitted claims. That's not the dispute.

This, Your Honor, is something that was in dispute. There's no response to the email that was shown, which is in admission. And they proved up. And they acknowledged it.

They're trying to get out from under releasing us for take-or-pay obligations for services that were not delivered.

I talked more than I should. I'm going to let Ms. Prugh add anything she wants. With the Court's permission, I appreciate you letting us (indiscernible), Judge.

THE COURT: Yeah, we're going to let Ms. Prugh

talk and then we're going to give the last word to Mr. Dockterman who's the Movant here.

Ms. Prugh.

MR. GENENDER: Thank you, Judge.

MS. PRUGH: Thank you, Your Honor.

Mr. Genender stole all my thunder, so I will not repeat what he said.

I just want to draw your attention to two things. First, we looked at the 9019 motion. I do think for completeness just so you know in that secondary paragraph that follows paragraph 9, paragraph 10 on that page 5.

If you read those first two sentences it says that:

> "The prospect for future profitability of the Inmarsat retail business is speculative and contingent upon finding new customers and meeting certain minimum levels of customer renewals -- a.k.a. the take-or-pay obligation -- to avoid substantial penalties under this contractual agreements between the sellers and Inmarsat. The sellers do not anticipate such targets being met based on these factors, the sellers entered into negotiations with Inmarsat regarding a potential sale and among other things, the Inmarsat services including a transfer of the assets."

So again, it's very (indiscernible) there that it

was a take-or-pay obligation and those penalties that were contemplated to be released.

Secondly, Your Honor, and I know that the documents will talk about (indiscernible) the "under and," but I agree and I think you articulated it for us, that our position is that that clause really (indiscernible) whether services were delivered for shortfall payments and ship services were not delivered.

And again, we do think it is that simple. And if you -- you know, if he pointed you to that part of the permitted claims, he focuses on existing agreement.

But I just want you to look -- when you're looking at the contract I want to remind you to look at Section 2.6(b), which is the release itself. It's on page 8 of the termination agreement.

And that's where Inmarsat agrees to, quote, "absolutely, irrevocably and unconditionally grant a release and discharge Inmarsat from" -- and if you go to Subsection (b), it says, "any release claims ever held by Inmarsat." And skipping to the second to the bottom line, it says, "arising out of or relating to the existing agreement."

So the fact that the SAA was an existing agreement and you see that phrase in permitted claims, that is a narrow exception. The release is much broader if anything

arising out of or relating to. So, the penalty -- the shortfall penalty for services not delivered are in that broader camp.

It's a 30 percent, again, it's an admitted not provided for in the SAA.

And then finally, Your Honor, the Section 3.8.2 which is really just a calculation issue, again, as we discussed, we don't need to get there. But just for clarity in that 2019 amendment, it's simply amended to reciprocate. Again, it doesn't have any impact on the discount. And I don't think Mr. Dockterman represented that it did, but just for clarity.

And again, there's nothing special about the SAA being an existing agreement. As you can see, that was also contemplated in the release claim version -- definition.

But that's all and I apologize for repeating myself, but I wanted to make the point.

THE COURT: We're good.

Mr. Dockterman, do you want to make any final issues or points?

MR. DOCKTERMAN: Your Honor, if I may? I do want to address this last point about 2.6, the release language, because it actually does a pretty good job of re-enforcing the arguments that I made earlier.

And if the Court has it, it's in the deed of

termination, Section 2.6, which is evident of the document.

THE COURT: I have it in front of me.

MR. DOCKTERMAN: Okay, 2.6(a) releases release claims ever held by Inmarsat against SpeedCast relating to the pre bankruptcy terminated agreement. (b) is a release arising out of or relating to the existing agreements, whether arising prior to or on or after the effective time.

So that's the window that I described earlier. The pre-April 23 period and the post-12/30 -- post-1/1/21 period. That's what that release covers. And that's consistent, Your Honor, with the application that was made and the application for approval of the sale was supported by the declaration of Mr. Etheridge (indiscernible) at 9:52.

He was the representative of Moelis, who negotiated it. And when he describes the consideration for the assets, he talks about the waiver -- this is in paragraph 21(g) of his declaration -- the waiver of all Inmarsat pre-petition unsecured claims, totaling approximately 112.3 million U.S. dollars and avoidance of a third party rejection claim.

What we released were the pre-petition claims and by the deed of termination we released the post-1/1/21 claims. And that's something that my friends at Weil just don't want to focus on.

And so then that really clears the way for you to

decide whether it's appropriate for the Court to allow us to ask the Court to enforce the parties' agreement because our agreement was if you don't make the minimum RGU, this is the price for the services you got. And it's not the straight 30 percent you pointed out.

THE COURT: So I'm not understanding on 2.6(b) and I just need you to tell me again.

MR. DOCKTERMAN: Sure.

THE COURT: That seems to say that you're releasing anything, if it's an existing agreement, whether it arises prior to or after the effective time and not be limited by the effective time.

But you're telling me it's limited by the effective time. And I don't understand why.

MR. DOCKTERMAN: Okay, Your Honor, because the idea of an existing agreement is to carve out in 2.2. You have to read 2. -- you have to read, obviously the agreement, and harmonize all of the provisions.

THE COURT: No, I got that. But I thought you reading of 2.6(b) I thought you were telling me that only relates to matters linking it to the effective time and I think this is unlinking it from the effective time.

I understand 2.2 is a different question and there maybe something there. But am I missing your reading on 2.6?

MR. DOCKTERMAN: What I was pointing out is I thought Ms. Prugh was pointing us to 2.6(c) and I wanted to be clear that that needs to be read in light of (a) and (b).

All the release language is there. And the release language altogether does accept -- the 2.6(c) only deals with the surviving agreement.

THE COURT: Okay.

MR. DOCKTERMAN: 2.6, right. So you have to read 2.6(a) and 2.6(b) and the release agreement there, to the extent it's not identified as a remaining claim under 2.2 to an --

THE COURT: Surviving.

MR. DOCKTERMAN: (indiscernible) is releasable.

THE COURT: Got it.

MR. DOCKTERMAN: That's what (indiscernible).

THE COURT: Okay. Look, I'm not going to require any briefing, but I know that if one party briefs, both parties will brief. You-all tell me what you want to do about that.

Do you-all want to file briefs or not? I don't need them, but I really don't want to stop you from filing those if your clients would want you to do it.

But can you-all tell me if you want to really want to file a brief?

MR. DOCKTERMAN: Your Honor, we think you have the

argument. If you wanted something, we would give it to you, but if we give you something that you're reading for as a matter of courtesy, thank you very much, but we rely upon you.

THE COURT: Mr. Genender, do you feel the same way?

MR. GENENDER: I do. I think we've got it properly in front of you and we appreciate the opportunity to do so.

THE COURT: Thank you.

Okay, no more briefing. We're going to decide on the Record as it is today and the briefing as it is today.

If we need something, I may issue some to ask for it, but I don't think so. I just -- I really want to think about this a little bit. I understand the arguments.

I do want to apologize to you-all. I think looking back I should have had a better understanding at the last hearing. It's just I got to the point in the middle of the last hearing where I realized either I hadn't read things thoroughly or I misunderstood what we were doing.

And I didn't want to be listening to you-all when I was lost. And I know that that is inconvenience for you-all and I didn't intend it to be, but frankly better to inconvenience you, than me just not following the argument and then making a bad decision.

So I hope you'll accept my apologies for what happened at the last hearing.

MR. GENENDER: We appreciate how you handled it, Judge, and we're glad we got to where we are right now.

MR. DOCKTERMAN: I echo that.

THE COURT: Thank you very much. We're in adjournment until tomorrow morning at 8:00.

Thank you, good night.

(The parties thank the Court.)

(Proceeding adjourned at 4:59 p.m.)

* * * * *

I certify that the foregoing is a correct transcript to the best of my ability due to the condition of the electronic sound recording of the ZOOM/video/telephonic proceedings in the above-entitled matter.

/S/ MARY D. HENRY

*CERTIFIED BY THE AMERICAN ASSOCIATION OF ELECTRONIC REPORTERS AND TRANSCRIBERS, CET**337*

JUDICIAL TRANSCRIBERS OF TEXAS, LLC

JTT TRANSCRIPT #65061

DATE FILED: JANUARY 17, 2022

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)**
	§	
Reorganized Debtors.[1]	§	**(Jointly Administered)**
	§	

REORGANIZED DEBTORS' SUPPLEMENTAL DESIGNATION OF ITEMS TO BE INCLUDED IN THE RECORD ON APPEAL

Pursuant to Rule 8009 of the Federal Rules of Bankruptcy Procedure, SpeedCast International Limited and its reorganized debtor affiliates in the above-captioned chapter 11 cases (collectively, the "**Debtors**" and, as reorganized, the "**Reorganized Debtors**") respectfully submit this supplemental designation of items to be included in the record on appeal with respect to the appeal by Inmarsat Global Limited, Inmarsat Solutions B.V., Inmarsat Maritime Ventures, Ltd., Inmarsat Inc., Inmarsat Solutions (US) Inc., Inmarsat Solutions (Canada) Inc., and Inmarsat Solutions AS Norway (collectively, "**Inmarsat**") from the December 21, 2021 *Order Denying Inmarsat's Application for Administrative Expense Claim* (the "**Administrative Expense Claim Order**") [ECF No. 1799] and accompanying *Memorandum Opinion* (the "**Memorandum Opinion**") [ECF No. 1798], before the United States District Court for the Southern District of Texas (the "**District Court**") at Case No. 4:22-cv-00008.

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

DESIGNATION OF THE RECORD

The Reorganized Debtors respectfully designate the following, additional items for inclusion in the record on appeal.[2] Each designated item shall also include any and all exhibits, attachments, and/or other documents annexed to or referenced within such item.

ECF No.	*Date*	*Description*
1563	04/30/2021	Declaration of David Ross
1642	06/23/2021	Supplemental Declaration of David Ross

[2] The Reorganized Debtors also incorporate by reference herein the items identified for inclusion in the record on appeal by Inmarsat at ECF No. 1822.

Dated: January 28, 2022
Dallas, Texas

Respectfully submitted,

/s/ Paul R. Genender

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Certificate of Service

I hereby certify that on January 28, 2022, a true and correct copy of the foregoing document was served as provided by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Paul R. Genender
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