Docket #0007 Date Filed: 3/10/2022

Case No. 22-00008 (LHR)

In the United States District Court
for the Southern District of Texas
Houston Division

IN RE Speedcast International Limited, *et al.*,

Reorganized Debtors.[1]

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

Appellants,

v.

Speedcast International Limited et al.,

Appellees.

On Appeal from the U.S. Bankruptcy Court for the Southern District of Texas, Case No, 20-32243 (The Hon. Marvin Isgur)

APPELLANTS' BRIEF

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[1] A complete list of the Reorganized Debtors in these Chapter 11 cases is identified in Inmarsat's Notice of Appeal, at Dkt. No. 1813, and may also be obtained on the website of the Reorganized Debtors' claims and noticing agent at http://www.kccllc.net/speedcast. The Reorganized D purposes of these Chapter 11 cases is 4400 S. Sam H Texas 77048.

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March 10, 2022

CORPORATE DISCLOSURE STATEMENT

In accordance with Rule 8012 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 (referred to herein collectively as "**Inmarsat**") by and through undersigned counsel, make the following disclosures.

1. Inmarsat is a privately held, limited company organized under the laws of the United Kingdom.

2. Inmarsat Global Limited is a wholly-owned subsidiary of Inmarsat.

3. Inmarsat Solutions B.V. is a wholly-owned subsidiary of Inmarsat.

4. Inmarsat Maritime Ventures, Ltd. is a wholly-owned subsidiary of Inmarsat.

5. Inmarsat Inc. is a wholly-owned subsidiary of Inmarsat.

6. Inmarsat Solutions (US) Inc. is a wholly-owned subsidiary of Inmarsat.

7. Inmarsat Solutions (Canada) Inc. is a wholly-owned subsidiary of Inmarsat.

Inmarsat Solutions AS Norway is a wholly-owned subsidiary of Inmarsat.

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BEFORE THE HONORABLE UNITED STATES DISTRICT COURT:

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**" or "**Appellant**"), creditors in the underlying bankruptcy proceeding and Appellants, file their Opening Brief on appeal of the Bankruptcy Court's ***Order Denying Inmarsat's Administrative Expense Claim*** **[Dkt. No. 1799]**, App. at A0252 (the "**Administrative Expense Order**") and accompanying ***Memorandum Opinion*** **[Dkt. No. 1798]**, App. at A0242-46 and respectfully state as follows:

I. STATEMENT OF THE CASE

Inmarsat seeks reversal of the Administrative Expense Order entered in the Chapter 11 Bankruptcy Case (No. 20-32243) of Appellees Speedcast International Limited and its debtor affiliates, as reorganized debtors (the "**Reorganized Debtors**" or "**Speedcast**"), disallowing Appellant Inmarsat's Application for Allowance of Administrative Expense Claim [Dkt. No. 1532], App. at A0194-207 (the "**Administrative Expense Claim**"). As set forth below, the Administrative Expense Order was premised on an erroneous interpretation of the parties' contract that released certain prepetition clams while preserving post-petition claims for services under the terms of the parties' agreements.

II. STATEMENT OF JURISDICTION

As defined by 28 U.S.C. §157(b)(2)(B), this matter involves a core proceeding arising in a case under Title 11 and arising under Title 11 of the United States Code. The United States District Court has jurisdiction under 28 U.S.C. §1334(b). A final order of a bankruptcy court may be appealed by right under 28 U.S.C. §158(a)(1).

III. STATEMENT OF ISSUES

The issues before the Court are as follows:

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 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 therefore "under, and otherwise on the terms of," the Strategic Alliance Agreement, entitling Inmarsat to the Shortfall Amounts.

ISSUE 3: Whether the Bankruptcy Court erred in failing to consider that, if the Strategic Alliance Agreement were not an agreement "under, and otherwise on the terms of" which services were provided, then the Strategic Alliance Agreement's discount provisions cannot be applied to the price paid by Speedcast, and therefore Inmarsat is entitled to recoup at least the total amount of the discount that Speedcast

received because Speedcast did not satisfy the Strategic Alliance Agreement's Take-or-Pay requirement.

IV. STANDARD OF REVIEW

In a bankruptcy appeal, the applicable standard of review by a district court is the same as when the courts of appeals review a district court proceeding. *In re Killibrew*, 888 F.2d 1516, 1519 (5th Cir. 1989), 28 U.S.C. §158(c). Findings of fact by the bankruptcy court are to be reviewed under the clearly erroneous standard. *Perry v. Dearing*, 345 F.3d 303, 308-309 (5th Cir. 2003); *In re Tran*, 369 B.R. 312, 315 (S.D. Tex. 2009); *see also* Rule 8013, Fed. R. Bankr. Proc. Conclusions of law are reviewed *de novo*. *Perry*, 345 F.3d at 309; *In re Hammons*, 614 F.2d 399, 403 (5th Cir. 1980). A bankruptcy court's determination or conclusion as to the legal significance of evidentiary facts is subject to *de novo* review. *See Hammons*, 614 F.2d at 403. Here, the issues turn on matters of contract interpretation, which are matters of law subject to this Court's *de novo* review for error. *Gonzalez v.CAj*, 394 F.3d 388 (5th Cir. 2004) ("Contract interpretation is a purely legal issue; accordingly, we review the district court's interpretation of a contract *de novo*."); *Theriot v. U.S.*, 245 F.3d 388, 394 (5th Cir. 1998).

V. RECORD REFERENCES

All references to "Dkt. No." refer to documents filed in the underlying bankruptcy proceeding, *In re*: *SPEEDCAST INTERNATIONAL LIMITED, et al.*,

Case No. 20-32243 (MI). All references to "App." refer to Appellant's appendix, attached to this brief. Documents that are referenced are incorporated as if set forth fully herein.

VI. STATEMENT OF FACTS

A. Parties' Historical Relationship, Inmarsat Services, and Agreements

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]

Speedcast was a leading distributor of Inmarsat maritime services for many years.[4] Speedcast distributed Inmarsat's satellite services, including the Fleet Xpress ("**FX**") services initiated in 2016, to its end customers both before and after Speedcast's April 23, 2020 commencement of their jointly-administered bankruptcy cases (the "**Petition Date**").[5]

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[2] *See* Dkt. No. 1629 Inmarsat's Response to Reorganized Debtors' Limited Objection to Application for Allowance of Administrative Expense Claim ("Reply") ¶ 1, App. at A0222; *see also* Dkt. No. 1629-1, Declaration of Steven Burnett ("Burnett Decl.") ¶ 6, App. at A0229.

[3] Burnett Decl. ¶ 6, App. at A0229.

[4] Reply ¶ 2, App. at A0222.

[5] *See* Administrative Expense Claim ¶¶ 2-4, App. at A0195; *see also* Dkt. No. 1562, Debtors' Limited Objection to Inmarsat's Application for Allowance of Administrative Expense Claim ("Objection") ¶¶ 3-4, App. at A0209-10.

When Inmarsat and Speedcast launched the relevant portion of their commercial relationship, Inmarsat's services were provided to Speedcast under various master service agreements ("**MSAs**"),[6] including among many the Master

[6] The SAA was attached to the Declaration of David Ross at Dkt. No. 1629-1 and filed under Seal at Dkt. No. 1631, as well as included in Inmarsat's Exhibit and Witness List at Dkt. No. 1634-3 and filed under seal at Dkt. No. 1635. Inmarsat will file a motion for this Court to accept the SAA under seal pursuant to Rule 8009(f). The agreements in effect between Speedcast and Inmarsat during the bankruptcy proceedings included the following:

(a) the *GX Master Interconnect Service Agreement – 6204* dated March 5, 2015 between Inmarsat Global and Evolution;
(b) the *Master Agreement – 14-5880* dated March 9, 2015 between Inmarsat Global and Speedcast Limited;
(c) the *Strategic Alliance Agreement* dated June 10, 2016 between Inmarsat Global and Speedcast Limited, as amended from time to time including in accordance with the *SAA Extension Agreement* dated December 31, 2019;
(d) the *Global Xpress Subscription Services Agreement* dated April 16, 2015 between Inmarsat Global Limited and SRH Marine Electronics S.A.;
(e) the Master Supply Agreement dated November 1, 2018 between Inmarsat Global and Speedcast Limited (Inmarsat Contract No. 17-7469), as amended from time to time;
(f) the *Master Supply Agreement* dated July 1, 2017 between Inmarsat Global and Evolution;
(g) the *Master Supply Agreement* dated March 29, 2019 between Inmarsat Canada and CapRock,
(h) the *Global Xpress Shared Network Services Agreement 15-5207* between Inmarsat Global and Evolution;
(i) the *Global Xpress Shared Network Services Agreement* dated September 27, 2013 between Inmarsat Global and Evolution;
(j) the *NSDA-7295* between Inmarsat Global and Evolution;
(k) the *Master Lease Agreement* between Inmarsat BV and Speedcast Limited;
(l) the *Master Supply Agreement* dated May 30, 2019 between Inmarsat Global and CapRock;
(m) the *Fleet Xpress Distributor Agreement* between Inmarsat Canada and Speedcast Cyprus;

Agreement – 14-5880 dated 9 March 2015 between Inmarsat Global and Speedcast Limited and the Master Supply Agreement between Inmarsat Global Limited and Speedcast Limited, effective November 1, 2018 ("**Hong Kong MSA**"), each of which set forth the services that Inmarsat was to provide and the pricing for those services, as well as the parties' other respective obligations.[7]

In 2016, Inmarsat launched a new maritime service, its FX services, and Speedcast and Inmarsat entered into a new Strategic Alliance Agreement effective June 10, 2016 (the "**SAA**").[8] To align the parties' business interests and stimulate business growth for Inmarsat's FX services, the SAA provided for discounted pricing for FX services across the MSAs.[9]

In exchange for this discounted pricing, the SAA required Speedcast to meet certain minimum targets for deploying FX services by the end of each calendar year (the "**Minimum RGU Commitment**").[10]

(n) the *GX Master Interconnect Services Agreement 15-6238* between Inmarsat Global and SRH Marine dated April, 3, 2015;
(o) the *Master Agreement 14-5892* between Inmarsat Global and SRH Marine dated March 17, 2015; and
(p) the *Business Transfer Agreement* between Inmarsat Global, Inmarsat Canada and Speedcast Limited dated June 12, 2017.

[7] Objection ¶ 4, App. at A0209-10; *see also* Dkt. No. 1563, Declaration of David Ross ("Ross Decl.") ¶ 6, App. at A0218; Reply ¶ 8, App. at A0224 (explaining that "the MSAs authorized Speedcast to purchase FX Services"); Administrative Expense Claim ¶ 3-4, App. at A0195.

[8] Reply ¶ 2, App. at A0222; Objection ¶ 5, App. at A0210.

[9] Objection ¶ 5, App. at 210; *see also* Reply ¶ 6, App. at A0223.

[10] Objection ¶ 5, App. at 210.

In the event the Minimum RGU Commitment was not met in a calendar year (i.e., Speedcast did not meet the SAA's "take" requirements), Speedcast was obligated to "pay" certain "shortfall amounts" to Inmarsat (the **"Shortfall Amounts"**).[11]

Speedcast's obligation to initiate FX services on a minimum number of vessels and Speedcast's commitment to make up any shortfall in return for a 30% discount on FX are referred to as the "Take-or-Pay" payment obligation.[12]

Inmarsat and Speedcast amended the SAA on December 31, 2019, to establish new FX pricing and revised Minimum RGU Commitments applicable from January 1, 2020 forward. From the date of the SAA through the Petition Date, the Take-or-Pay discounted pricing premised upon an annual reconciliation against the "take" obligation was applied by the parties to FX services. To be clear, Inmarsat always priced its FX services to Speedcast, and Speedcast always paid for FX services,

[11] *See* Administrative Expense Claim ¶ 7, App. at A0196 (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, App. at A02030 (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, App. A0222.

[12] *See* Burnett Decl. ¶ 7, App. at A0229 ("When Inmarsat was preparing to launch its FX services it entered into take-or-pay agreements with Speedcast and other significant maritime distributors.").

under the SAA, and later under the amended SAA, subject to reconciliation of the Minimum RGU Commitment at the end of each calendar year.[13]

After the Petition Date, Inmarsat continued to provide FX services to Speedcast at the prices set by the amended SAA, i.e., using the discounted pricing established under the amended SAA and subject to reconciliation against the Minimum RGU Commitment at the end of the calendar year under the amended SAA.[14] Consistent with the terms of the MSAs and the amended SAA, the Debtors accepted Inmarsat's discounted FX services throughout the Chapter 11 proceedings.[15]

B. Global Settlement and Asset Sale Agreement

Shortly after the Petition Date, the parties began discussing, among other things, a sale of the Speedcast customer contracts to Inmarsat.[16] 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 from Speedcast to Inmarsat

[13] Burnett Decl. ¶¶ 8, 11-15, App. at A0230-32.
[14] Objection ¶ 4, App. at A0209-10; Ross Decl. ¶ 6, App. at A0218; *see also* Reply ¶ 8, App. at A0224 (explaining that "the MSAs authorized Speedcast to purchase FX Services").
[15] Administrative Expense Claim ¶¶ 4, 7, App. at A0195-97.
[16] *See* Dkt. No. 1632, Reorganized Debtors' Witness and Exhibit List for June 17, 2021 Video/Telephonic Hearing on Inmarsat's Application for Allowance of Administrative Expense Claim at Exs. 7 and 9, App. at A0267 and A0278.

in exchange for a payment from Inmarsat and a mutual release of certain claims between the parties (the "**Inmarsat Transaction**").[17] This transaction included most of Speedcast's FX and other Inmarsat maritime services customers as well as a settlement of certain disputed claims between the parties, with the express preservation of certain claims described below.[18]

One of the Transaction Agreements entered into in connection with the Inmarsat Transaction was a Deed of Termination and Release ("**Termination Agreement**").[19] The Termination Agreement memorialized the Parties' agreement to terminate all but one of their agreements, including the amended SAA, effective January 1, 2021.[20] In the Termination Agreement, the SAA and all of the MSAs save one were defined as "**Existing Agreements**" terminated thereunder.[21] The only "**Surviving Agreement**," as defined in the Termination Agreement, was the Hong Kong MSA.[22]

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[17] Application ¶ 5, App. at A0195-96; Objection ¶ 7, App. at A0211; Reply ¶ 7, App. at A0223-24.

[18] *See generally*, Dkt. No. 950, 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 ("**9019 Motion**"), App. A0001-167.

[19] Objection ¶ 9, App. at A0211; Reply ¶ 7, App. at A0223-24.

[20] Reply ¶ 7, App. at A0223-24.

[21] *See* Reply ¶ 9, App. at A0224.

[22] Objection ¶ 8, App. at A0211; Burnett Decl. ¶ 10, App. at A0230.

Under the Termination Agreement, Speedcast agreed to pay for all services delivered by Inmarsat under the Existing Agreements through the January 1, 2021 termination date, in exchange for which Inmarsat released most other claims and rights—past, present, or future—defined as "**Released Claims**."[23]

However, under the same Termination Agreement, the parties explicitly carved out "**Permitted Claims**" from the definition of "Released Claims." Permitted Claims were defined to include any claims for payment that had been accrued but not yet paid by Speedcast for ongoing services delivered under the Hong Kong MSA (i.e., the Surviving Agreement) or any Existing Agreement after the Petition Date but prior to the effective date of the Termination Agreement. Specifically, the Termination Agreement defined Permitted Claims as those claims made for services "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)," (emphasis added).

The Court approved the Inmarsat Transaction on December 11, 2020, and it became effective January 1, 2021.[24]

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[23] Burnett Decl. ¶ 10, App. at A0230; Objection ¶ 7, App. at A0211

[24] Administrative Expense Claim ¶ 6, App. at A0196; Objection ¶ 7, App. at A0211; *see also* Dkt. No. 1071, Order (I) Authorizing and Approving Inmarsat Transaction,

C. Shortfall Amounts Claimed by Inmarsat

Speedcast, in fact, did not meet the minimum target obligations under the SAA for the 2020 post-petition period, resulting in a shortfall.[25] Inmarsat therefore issued an invoice to Speedcast, Invoice No. 10145104 dated March 31, 2021, reflecting that Speedcast did not initiate service on the minimum target number of vessels by December 31, 2020, and estimating the Shortfall Amounts at $2,161,890.00 (the "**Invoice**"), subject to determination of Speedcast's actual RGU Commitment based upon records in the exclusive control of Speedcast.[26] On April 9, 2021, Inmarsat filed its Administrative Expense Claim.

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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, App. at A0168-93.

[25] Administrative Expense Claim ¶ 7, App. at A0196-97; Reply ¶ 3, App. at A0222; Burnett Decl. ¶ 11, App. at A0230.

[26] The Shortfall Amount reflected in the Invoice was calculated according to the formula in the 2016 SAA, as amended by the 2017 Business Transfer Agreement, not the 2019 amendment to the SAA, because Speedcast declined to make the records necessary for this calculation available to Inmarsat. Administrative Expense Claim ¶ 7, App. at A0196-97; Burnett Decl. ¶¶ 11-14, App. at A0230-231. Inmarsat estimated the Shortfall Amounts by taking 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* and applying it on the Invoice. *See* Burnett Decl. at Ex. F, App. at A0239 (Inmarsat Invoice and Excel Summary from S. Burnett, dated April 6, 2021). In all likelihood, however, the Shortfall Amounts calculated under the amended SAA, i.e., the terms of the December 31, 2019 amendment, are significantly greater than $2,161,890, which is why Inmarsat reserved the right to supplement its administrative expense application once Debtors disclosed the information, as

Speedcast objected to Inmarsat's Administrative Expense Claim, asserting that the claim was released in the Termination Agreement because services were not provided "under" the SAA and, therefore, the Shortfall Amounts were not a Permitted Claim. According to the Debtors, FX services were only provided under MSAs and the price for those services is a severable component of the parties' performance not preserved by the Termination Agreement.

Speedcast's argument is untenable. In effect, Speedcast says that it is entitled to the 30% discount on FX services under the terms of the amended SAA, but somehow it is not subject to the Take-or-Pay price adjustment under the very same SAA for not meeting the Minimum RGU Commitment. The price of post-petition FX services simply cannot be divorced from the SAA, and each of the pricing terms set forth therein, which is what gives rise to the Administrative Expense Claim.

D. Bankruptcy Court Ruling and Appeal

The Bankruptcy Court issued its Administrative Expense Order and accompanying Memorandum Opinion on December 21, 2021. In the Memorandum Opinion, the Bankruptcy Court held that because Inmarsat "delivered" the services "under" the MSA, and the Shortfall Amounts arose from the Take-or-Pay provision under the SAA, not the MSAs, the Shortfall Amount was not a Permitted Claim

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required by the amended SAA. Administrative Expense Claim ¶ 7, App. at A0196-97.

preserved under the Termination Agreement. Inmarsat noticed its appeal shortly thereafter on January 4, 2022. *See* Dkt. No. 1816, App. at A0247-52.

ARGUMENT

The issues in this case are ultimately issues of contract interpretation. With respect to each of the issues raised by Inmarsat, the Bankruptcy Court applied an unduly narrow definition of "Permitted Claim" that failed to give meaning to the entire definition of "Permitted Claim" in the Termination Agreement and to take into account that post-petition pricing for FX services was determined by the amended SAA.

I. The Bankruptcy Court erred, as a matter of law, in deciding that the Shortfall Amounts due under the SAA were not a Permitted Claim under the Termination Agreement.

The Bankruptcy Court's ruling on Inmarsat's Administrative Expense Claim was extremely limited in scope: the Bankruptcy Court decided that as a matter of contract interpretation the FX services were provided "under" the MSAs, and not the SAA, and that the Termination Agreement preserved only claims for services "under" the MSAs. In reaching this conclusion, the Bankruptcy Court overlooked that the amended SAA, not the MSAs, determined the price of FX services (including the 30% discount and related Take-or-Pay provision) delivered to Speedcast, and that the defined term "Permitted Claim" contemplated that Existing Agreements that were "otherwise" not MSAs could set the price for those FX

services. The Termination Agreement expressly states that claims "otherwise on the terms of"—including the payment terms—of any Existing Agreement, including the SAA, are included in the definition of "Permitted Claim." Reply ¶¶ 7-8, App. at A0223-24. The Bankruptcy Court completely ignored the "otherwise on the terms of" provision of the Termination Agreement to deny the Administrative Expense Claim, instead focusing the analysis entirely on the transmission of services under an MSA. As a claim for payment for services delivered to Debtors "under, and otherwise on the terms of, any Existing Agreement,"—here the SAA together with the MSAs—the Administrative Expense Claim was a "Permitted Claim" under the unambiguous language of the Termination Agreement.

The Bankruptcy Court's opinion erroneously disregarded the unambiguous language of the Termination Agreement linking all Existing Agreements, including the MSA and SAA agreements, together, which failed to give effect to the parties' intentions in the Inmarsat Transaction. The Termination Agreement provided that, as a carve out from the Released Claims, Inmarsat could still maintain a "Permitted Claim" for the Shortfall Amounts if that claim were 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). *Id.* By focusing exclusively on the word "under," and overlooking the parenthetical phrase "and otherwise on the terms of,

any Existing Agreement," (emphasis added), the Bankruptcy Court simply missed the point of preserving such Permitted Claims.

The Bankruptcy Court should have allowed the Administrative Expense Claim for the entire Shortfall Amounts. The SAA was an "Existing Agreement" that provided the critical price term—which falls squarely into the "on the terms of" definition for Permitted Claim—for the FX services delivered to Speedcast. The Bankruptcy Court's construction read out the parenthetical phrase, running afoul of the canon of interpretation that a court must construe *all* of the terms of a contract. *Uptown Grill, L.L.C. v. Shwartz*, 817 F.3d 251, 257 (5th Cir. 2016) ("The court may not disregard any contract provision 'under the pretext of pursuing its spirit' unless the provision is unclear or ambiguous, 'as it is not the duty of the courts to bend the meaning of the words of a contract into harmony with a supposed reasonable intention of the parties.'") (internal citation omitted); *Scot Properties, Ltd. v. Wal-Mart Stores, Inc.*, 138 F.3d 571, 574 (5th Cir. 1998) (a court cannot "ignore the unambiguous terms of the parties' agreement.").

Looking at the parenthetical itself, the word "and" should be read in the "several" sense with reference to the agreements. *See* Bryan A. Garner, *A Dictionary of Modern Legal Usage* 624 (2d ed. 1995); *see also* Kenneth A. Adams & Alan S. Kaye, Revisiting the Ambiguity of "And" and "Or" In Legal Drafting, 80 St. John's L. Rev. 1167, 1172 (2006). As Garner's Dictionary explains, in drafting the

"meaning of *and* is usually *several*." *See* Garner, *supra*, at 624. *Cf. Murphy v. Long Island Oyster Farms, Inc*., 112 A.D.2d 276, 277 (2d Dep't 1985) (under New York law, when construing a contract, the term "'[a]nd' is considered also as 'or' unless the document shows on its face that the word 'and' is to be literally construed."); *Greenwich Capital Fin. Prods., Inc., v. Negrin*, 74 A.D.3d 413, 415 (1st Dep't 2010), (rejecting the "formalistic literalism" that when A and B are guaranteed, "both conditions must occur."); *Philip Services Corp. v. City of Seattle,* Civil Action No. H–06–2518, 2007 WL 703713, at *7 (S.D. Tex. Mar. 2, 2007), (a tax "on the business of the collection of garbage, rubbish, trash . . . and other solid waste," applies to any "business that collects any of the categories" and not only to businesses that collected all of the listed categories) because "and" ordinarily "convey[s] the sense of together or separately."). *See also, e.g., Trammell Crow Residential Co. v. Am. Protection Ins. Co.,* 574 F. App'x 513, 521-22 (5th Cir. 2014) ("claim expense" defined as "all reasonable expenses incurred by the insured and by [the insurer]," construing "and" disjunctively to mean expenses incurred by either); *Noell v. Am.Design, Inc. Profit Sharing Plan,* 764 F.2d 827, 833-34 (11th Cir. 1985) (construing "and" disjunctively where employee benefits were forfeited as a result of employee competing against employer, theft "and" releasing trade secrets); *Comm'n on Hosps. & Health Care v. Lakoff,* 572 A.2d 316, 320-22 (Conn. 1990) (when health facilities are defined as those which provide "prevention, diagnosis and

treatment," an entity that only performs one of those functions qualified); *Thornburg v. Lewis*, 470 A.2d 952, 958 (Pa. 1983) (reading statute that required Governor to provide budgetary data when requested "by the Majority and Minority Chairmen of the Appropriations Committees of the Senate and House of Representatives" as conjunctive was "implausible") (emphasis in original).

Ignoring the parenthetical references to "otherwise" and to claims made "on terms of, any existing Agreement," simply cannot withstand scrutiny. Indeed, had the parties intended for pricing to exclude the Take-or-Pay provision, the Termination Agreement would have simply referenced the applicable MSAs rather than the broader term, "Existing Agreements." But that is not how the parties defined Permitted Claims, and for good reason—Speedcast wanted to retain the 30% discount, and Inmarsat, in turn, wanted to preserve the ability to recapture the Shortfall Amounts in the event that the discount ultimately was not earned in accordance with the Take-or-Pay provision. That is how the Permitted Claims mechanism was designed to work: if Speedcast did not "Take" it was obligated to "Pay" the Shortfall Amounts.

The interplay between the MSAs and the SAA is evident from the parties' conduct in billing and paying at the 30% discount set by the amended SAA rather than the pricing set in the MSAs. By ignoring the 30% discount at which Inmarsat provided the FX services to Speedcast "on the [price] terms of" the SAA, the

Bankruptcy Court also would give the Debtors a huge windfall of millions of dollars. That is a particularly unfair result when there is nothing in the Termination Agreement to support the conclusion that this is what the parties intended: why else add the "and otherwise on the terms of," language to the definition of Permitted Claim?

Inmarsat's claim for the Shortfall Amounts is a Permitted Claim under the Deed of Termination and Release and it should be allowed as an Administrative Expense Claim.

II. The Bankruptcy Court erred in failing to consider that the SAA established the essential price term for FX services.

The Bankruptcy Court also failed to treat the SAA as the amendment it was to the price term in the MSAs, which even by the Bankruptcy Court's reasoning would allow the Administrative Expense Claim for the FX services that were provided to Speedcast. The impact is evident: Speedcast used and paid for the FX services —at 30% off of Inmarsat's List Price—even though Speedcast admittedly failed to meet the Minimum RGU Commitment.

The discount that Debtors enjoyed from the Petition Date through December 31, 2020 flowed *entirely* from the SAA. Were it not for the SAA's amendment to the pricing set in the MSAs, the Debtors would not have enjoyed *any* discount. That is the essential nature of a contract amendment. *In re Pursue Energy Corp.*, 379 B.R. 100, 102 (Bankr. S.D. Miss. 2006), *aff'd sub nom. Pursue Energy Corp. v.*

Mississippi State Tax Comm'n, No. CIVA306CV405 DPJ-JCS, 2007 WL 2900483 (S.D. Miss. Sept. 28, 2007) (parties agreed to amend pricing in agreement and delivered natural gas under new terms); *Indus. Structure & Fabrication, Inc. v. Arrowhead Indus. Water, Inc.*, 888 S.W.2d 840, 842 (Tex. App. 1994) (parties amended contract price term and payments were made under newly agreed term). Because the Bankruptcy Court's construction of these agreements as wholly distinct and separable ignored that critical change in the pricing structure, it misconstrued the nature of the parties' agreements. Speedcast owes the non-discounted amount for the services it consumed during the pendency of its bankruptcy.

III. The Administrative Expense Claim for failing to meet the Minimum RGU Commitment is the Shortfall Amounts, not repayment of the 30% discount.

Finally, as explained above, the Bankruptcy Court's reading of the price term out of the parties' agreements would give Speedcast a windfall that was not contemplated by either party. This is the other side of the argument in Section I, above. Inmarsat's benefit of the bargain for amending the SAA at the end of 2019 was that Speedcast either would serve the Minimum RGU Commitment of FX vessels, or Inmarsat would receive the Shortfall Amount as calculated under the SAA. The remedy for Speedcast's failure to meet the minimum number of FX vessels was *never* repayment of the discount—that would reward Speedcast for its

failure to meet the Minimum RGU Commitment—and that is not the result to which the parties agreed when they modified pricing under the MSAs.

Speedcast received the full benefit of its bargain under the SAA: Inmarsat continued to provide FX services ordered by Speedcast through the MSAs and Speedcast had the cash flow benefit from reduced pricing throughout 2020. Had Speedcast met the Minimum RGU Commitment, allowing Inmarsat to bring those additional vessels online, both sides would have received what they bargained for in the amended SAA. The parties also had agreed on what happened if Speedcast missed the Minimum RGU Commitment: Speedcast would pay the Shortfall Amounts. When the parties agreed to resolve their differences over this and other issues in the Inmarsat Transaction, they preserved the remedy of the Shortfall Amounts by the way they defined a Permitted Claim in the Termination Agreement.

The Bankruptcy Court's construction, however, deprived Inmarsat of any benefit from its bargain while giving Speedcast the full benefit of the amended SAA. The unfair result of the Administrative Expense Order and Memorandum Opinion is that Speedcast saves millions of dollars on the services it received as a result of the amended SAA—far beyond the benefit of the parties' bargain—and Inmarsat receives nothing from that Existing Agreement. To be specific, the Bankruptcy Court's interpretation of the Termination Agreement would give Speedcast at least the majority of the $4.1 million estimated under the 2017 formula and likely

substantially more when Speedcast delivers the documents necessary to calculate the actual Shortfall Amount. Giving one party such a windfall is not a court's province. *Grace-Cajun Oil Co. v. Fed. Dep. Ins. Corp.*, 882 F.2d 1008, 1010 (5th Cir. 1989) ("To allow otherwise would violate the moral maxim that no one ought to be enriched at the expense of another."); *Boyd v. Motor Vessel*, 576 F.2d 595, 598 (5th Cir. 1978) (stating that principles of equity "would not allow 'windfalls' in either direction.")

There is no question that the price for FX services delivered to Speedcast was "otherwise on the terms of" the SAA, an Existing Agreement. There also is no question that "Take-or-Pay" was a fundamental principle of the amended SAA and the basis on which Debtors accepted the FX services: if Speedcast didn't "Take" it had to "Pay." What Speedcast had to pay is the Shortfall Amounts. The Bankruptcy Court's decision to refuse Inmarsat's Administrative Expense Claim for the Shortfall Amounts should be reversed.

CONCLUSION

The Order denying Inmarsat's Administrative Expense Claim entered by the Bankruptcy Court on December 21, 2021 contains clear errors of law mandating reversal. Inmarsat respectfully requests that this Court reverse the Order of the Bankruptcy Court and remand this matter for further proceedings consistent with

this Court's decision. Inmarsat respectfully requests such other and further relief as necessary to give effect to the Court's order.

CERTIFICATE OF COMPLIANCE

This brief complies with the type-volume limitation of Federal Rule of Bankruptcy Procedure 8015(a)(7)(B)(i) because this brief contains 5162 words, excluding the parts of the brief exempted by Rule 8015(g). This brief complies with the typeface requirements of Federal Rule of Bankruptcy Procedure 8015(a)(5) and the type-style requirements of Federal Rule of Bankruptcy Procedure 8015(a)(6) because this brief has been prepared in a proportionally spaced typeface using Microsoft Word 2016 in 14 point Times New Roman.

By: /s/ *Bob B. Bruner*
Bob B. Bruner

CERTIFICATE OF SERVICE

I hereby certify that on March 10, 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

Case No. 22-00008 (LHR)

In the United States District Court
for the Southern District of Texas
Houston Division

IN RE Speedcast International Limited, *et al.*,

Reorganized Debtors.[1]

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

Appellants,

v.

Speedcast International Limited et al.,

Appellees.

On Appeal from the U.S. Bankruptcy Court for the Southern District of Texas,
Case No, 20-32243 (The Hon. Marvin Isgur)

APPENDIX TO APPELLANTS' BRIEF

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[1] A complete list of the Reorganized Debtors in these Chapter 11 cases is identified in Inmarsat's Notice of Appeal, at Dkt. No. 1813, and may also 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.

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March 10, 2022

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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.[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

---

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.

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
and Debtors in Possession

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

[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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1. -and-

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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.

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[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.

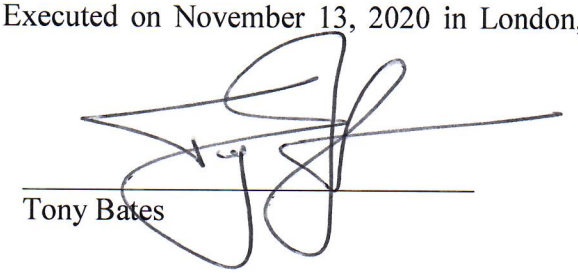
15. Inmarsat has reviewed the list of Customer Contracts (as defined in the Asset Sale Agreement) to be assumed and assigned as part of the Inmarsat Transaction. Inmarsat has provided satellite services (directly or through third parties) to the Seller Debtors for each of those contracts. Inmarsat Maritime 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

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.

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[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:	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:	Chapter 11
SpeedCast International Limited, *et al.*,	Case No. 20-32243 (MI)
Debtors.	(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)

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

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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).

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[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

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

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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

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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

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)				

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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.

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Dated: June 15, 2021
Dallas, Texas

Respectfully submitted,

/s/ Paul R. Genender

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and Reorganized Debtors

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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)**
	§	**(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);

[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.

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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:	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 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.

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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