

**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 FILING OF
FOURTH SUPPLEMENT TO PLAN SUPPLEMENT
IN CONNECTION WITH THIRD AMENDED JOINT CHAPTER 11 PLAN
OF SPEEDCAST INTERNATIONAL LIMITED AND ITS DEBTOR AFFILIATES**

PLEASE TAKE NOTICE THAT:

1. On April 23, 2020 (the “**Petition Date**”), the Debtors each commenced with this Court a voluntary case under the chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”).

2. On November 2, 2020, the Bankruptcy Court entered the *Order (I) Scheduling Combined Hearing on (A) Adequacy of Disclosure Statement and (B) Confirmation of Plan; (II) Conditionally Approving Disclosure Statement; (III) Approving Solicitation Procedures and Form and Manner of Notice of Combined Hearing and Objection Deadline; (IV) Fixing Deadline to Object to Disclosure Statement and Plan; (V) Approving Notice and Objection Procedures for the Assumption of Executory Contracts and Unexpired Leases;*

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



(VI) *Authorizing Performance Under the Plan Sponsor Selection Procedures*; and (VII) *Granting Related Relief* (ECF No. 896).

3. On December 1, 2020, the Debtors filed the *Plan Supplement in Connection with Second Amended Joint Chapter 11 Plan of SpeedCast International Limited and its Debtor Affiliates* (ECF No. 1011); on December 17, 2020, the Debtors filed the *Supplement to Plan Supplement in Connection with Second Amended Joint Chapter 11 Plan of SpeedCast International Limited and its Debtor Affiliates* (ECF No. 1144); on January 20, 2021, the Debtors filed the *Second Supplement to Plan Supplement in Connection with Third Amended Joint Chapter 11 Plan of SpeedCast International Limited and its Debtor Affiliates* (ECF No. 1384); and on March 9, 2021, the Debtors filed the *Third Supplement to Plan Supplement in Connection with Third Amended Joint Chapter 11 Plan of SpeedCast International Limited and its Debtors Affiliates* (ECF No. 1488) (together, and as may be amended, modified, or supplemented, the “**Plan Supplement**”).

4. On January 21, 2021, the Debtors filed the *Third Amended Joint Chapter 11 Plan of SpeedCast International Limited and its Debtor Affiliates* (ECF No. 1394) (as may be amended, modified, or supplemented, the “**Plan**”).²

5. On January 22, 2021, the Bankruptcy Court entered the *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**”) which authorized and approved, in relevant part,

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan.

the Debtors’ reservation of rights to alter, amend, update, or modify the Plan Documents prior to the Effective Date.

6. The Plan Supplement is hereby amended or supplemented as follows:

Exhibit	Plan Supplement Document	Amendments/Supplements
Exhibit E	Schedule of Assumed Executory Contracts and Unexpired Leases	Amended as set forth in the cover page attached hereto as <u>Exhibit 1</u> and schedule attached hereto as <u>Exhibit 1-A</u> .

7. The revised documents amend all prior-filed versions of such documents.

8. The documents contained in the Plan Supplement are integral to, and are considered part of, the Plan. Upon the entry of the Confirmation Order, the documents in the Plan Supplement were also deemed approved by the Bankruptcy Court. The Debtors reserve all rights with respect to the form of documents filed herewith and such documents remain subject to revision in all respects and in accordance with the Plan.

9. Copies of the exhibits contained in the Plan Supplement, and all documents filed in these chapter 11 cases are available free of charge by visiting <http://www.kccllc.net/speedcast>. Parties may also obtain copies of the pleadings by visiting the Bankruptcy Court’s website at <https://ecf.txsb.uscourts.gov> in accordance with the procedures and fees set forth therein.

10. This notice will be served via ECF and on all contract counterparties whose contract or lease treatment is amended or supplemented by this *Fourth Supplement to Plan Supplement in Connection with Third Amended Joint Chapter 11 Plan of SpeedCast International Limited and its Debtor Affiliates*, any other party entitled to notice pursuant to Rule 2002 of the

Federal Rules of Bankruptcy Procedure and any other party entitled to notice pursuant to Rule 9013-(d) of the Bankruptcy Local Rules for the United States Bankruptcy Court for the Southern District of Texas.

Dated: March 11, 2021
Houston, Texas

/s/ Alfredo R. Pérez

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*Attorneys for Debtors
and Debtors in Possession*

Certificate of Service

I hereby certify that on March 11, 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.

/s/ Alfredo R. Pérez

Alfredo R. Pérez

Exhibit 1

**Schedule of Assumed Executory Contracts and Unexpired Leases
Cover Page**

**Fourth Amendment and Supplement to Schedule of
Assumed Executory Contracts and Unexpired Leases**

In accordance with Section 8.1 of the *Third Amended Joint Chapter 11 Plan of SpeedCast International Limited and its Affiliated Debtors* (ECF No. 1394) (as may be amended, modified, or supplemented, the “**Plan**”)¹ and section 365 and 1123 of the Bankruptcy Code, as of and subject to the occurrence of the Effective Date, except as expressly set forth in sections 8.3, 8.4 and 8.5 of the Plan or in the Confirmation Order, each of the executory contracts and unexpired leases to which the Debtors are party shall (subject, in the cases of clauses (ii) and (iii), to the consent of the Plan Sponsor, whose consent will not to be unreasonably withheld) be deemed rejected as of the Effective Date, except for any executory contract or unexpired lease that (i) has been assumed pursuant to a Final Order prior to entry of the Confirmation Order and in respect to which a motion for such assumption has been filed prior to the initial filing of this Plan; (ii) is specifically designated in this exhibit, the initial *Schedule of Assumed Executory Contracts and Unexpired Leases* (ECF No. 1011, **Exhibit E**) (the “**Initial Schedule**”), the *Amendment and Supplement to Schedule of Assumed Executory Contracts and Unexpired Leases* (ECF No. 1144, **Exhibit 3**), the *Further Amendment and Supplement to Schedule of Assumed Executory Contracts and Unexpired Leases* (ECF No. 1384, **Exhibit 1**), or the *Third Amendment and Supplement to Schedule of Assumed Executory Contracts and Unexpired Leases* (ECF No. 1488, **Exhibit 2**) (collectively, the “**Assumption Schedules**”); or (iii) is the subject of a separate (A) assumption motion filed by the Debtors or (B) rejection motion filed by the Debtors under section 365 of the Bankruptcy Code before the Confirmation Date. **Exhibit 1-A** attached hereto amends **Exhibit E-3** of the Initial Schedule.

¹ Unless otherwise defined, capitalized terms used herein have the meanings ascribed to them in the Plan.

The Debtors reserve all rights to amend, supplement, and otherwise modify the Assumption Schedules, including to add or remove executory contracts and unexpired leases, to assert that contracts or leases identified on the Assumption Schedules are not executory or unexpired, and to assert that contracts or leases not identified on the Assumption Schedules are executory or unexpired, at any time before the Effective Date and further reserve the right to reject any particular executory contract or unexpired lease pursuant to separate motion under section 365 of the Bankruptcy Code effective as of a date specified by the Debtors in such motion.

Neither the exclusion nor the inclusion of a contract or lease by the Debtors on the Assumption Schedules, or any amendment, supplement, or modification to this schedule, nor anything contained herein, shall constitute an admission by the Debtors that any such contract or lease is an executory contract or unexpired lease or that the Debtors, the Reorganized Debtors, or their respective affiliates, has any liability thereunder. Except as otherwise provided in the Plan or in a previously entered order of the Bankruptcy Court, nothing shall waive, excuse, limit, diminish, or otherwise alter any of the defenses, claims, Causes of Action, or other rights of the Debtors or the Reorganized Debtors under any executory or non-executory contract or unexpired or expired lease. Nothing herein or in the Plan shall increase, augment, or add to any of the duties, obligations, responsibilities, or liabilities of the Debtors or the Reorganized Debtors, as applicable, under any executory or non-executory contract or unexpired or expired lease. For the avoidance of doubt, nothing herein or in the Plan shall or shall be deemed to constitute a waiver of any rights, claims and/or remedies of any Prepetition Lender against another Prepetition Lender(s) or the Syndicated Facility Agent under the Syndicated Facility Agreement, including, the New Incremental Term Loans (as defined in the Incremental Assumption and Amendment Agreement, dated as of October 16, 2018), the other SFA Loan Documents or any related instrument,

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

Out of an abundance of caution, the Debtors have listed certain contracts or leases on the Assumption Schedules that have or may have either terminated or expired prior to the Confirmation Hearing pursuant to the terms of such contracts or leases, or pursuant to a Notice of Termination delivered pursuant to the terms of such contracts or leases; or may have been objected to pursuant to the *Notice of Intent to Assume and Cure Amounts with Respect to Executory Contracts and Unexpired Leases of Debtors* (ECF No. 958). Such termination, expiration, or objection shall supersede any purported assumption or rejection implied by the listing of such contract or lease on this schedule. If such objection is resolved, such contract or lease shall be deemed assumed. If such objection is not resolved to the satisfaction of the Debtors or Reorganized Debtors, as applicable, such contract or lease shall be deemed rejected as of the Effective Date of the Plan.

As a matter of administrative convenience, in many cases the Debtors have listed the original parties to the documents listed in this schedule without taking into account any succession of trustees or any other transfers from one party to another. The fact that the current parties to a particular agreement may not be named in this schedule is not intended to change the treatment of such documents.

Out of an abundance of caution, and for the avoidance of doubt, the Debtors may have listed on the Assumption Schedules certain contracts or leases that they have previously assumed or rejected, and nothing herein is intended to change or alter the date of assumption or

rejection or the terms of assumption or rejection of any previously assumed or rejected contract or lease.

Exhibit 1-A

**Schedule of Assumed Executory Contracts and Unexpired Leases
Customers**

Schedule of Assumed Contracts and Leases
Customers

Revisions to Schedule of Assumed Contracts and Leases - Customers

* Contract subject to pending cure objection (ECF No. 1070). Contract will be assumed if cure amount, if any, can be agreed between the Debtors or Reorganized Debtors, as applicable, and the applicable contract counterparty. Contract will be deemed rejected as of the Effective Date if cure amount, if any, cannot be agreed between the Debtors or Reorganized Debtors, as applicable, and the applicable contract counterparty.

Item	Debtor	Contract Counterparty	Contract Description	Cure Amount
3055	Caprock Comunicações do Brasil Ltda.	Seadrill	3 mbps by 2.5 Mbps	\$ - *
3056	Caprock Comunicações do Brasil Ltda.	Seadrill	Add on circuit	\$ - *
3057	Caprock Comunicações do Brasil Ltda.	Seadrill	VSAT service and Network management on the West Carina whilst operating offshore Brazil	\$ - *
3058	Caprock Comunicações do Brasil Ltda.	Seadrill	Advanced VSAT	\$ - *
3059	CapRock UK Limited	Seadrill	Telecommunications Services Proposal	\$ - *
3060	SpeedCast Norway AS	Seadrill Gemini Ltd	COMMUNICATIONS SERVICE PROPOSAL - Total & BHEG Angola	\$ - *
3061	SpeedCast Norway AS	Seadrill Gemini Ltd	Purchase Order	\$ - *
3062	CapRock UK Limited	Seadrill Gemini Ltd	Purchase Order	\$ - *
3063	CapRock UK Limited	Seadrill Gemini Ltd	Purchase Order	\$ - *
3064	CapRock UK Limited	Seadrill Global Services Ltd	Communications Service Proposal	\$ - *
3065	SpeedCast Norway AS	Seadrill Global Services Ltd (DMCC Branch)	Purchase Order	\$ - *
3066	SpeedCast Norway AS	Seadrill Global Services Ltd.	COMMUNICATIONS SERVICE PROPOSAL	\$ - *
3067	CapRock UK Limited	Seadrill Jupiter Ltd	Communications Service Proposal	\$ - *
3068	CapRock UK Limited	Seadrill Jupiter Ltd	Draft Purchase Order	\$ - *
3069	CapRock UK Limited	Seadrill Management	Telecommunications Services Proposal	\$ - *
3070	CapRock UK Limited	Seadrill MAnagement	Telecommunications Services Proposal	\$ - *
3071	SpeedCast Norway AS	Seadrill Management AME Ltd	Communications Service Proposal	\$ - *
3072	CapRock UK Limited	Seadrill Management AME Ltd	Purchase Order	\$ - *
3073	CapRock UK Limited	Seadrill Management AS	Telecommunications Services Proposal	\$ - *
3074	CapRock UK Limited	SEADRILL MANAGEMENT LIMITED	MASTER SERVICES AGREEMENT	\$ - *
3075	CapRock UK Limited	Seadrill MAnagement Ltd	Purchase Order	\$ - *
3076	CapRock UK Limited	Seadrill Management Ltd	Schedule No.0001 (Amendment No.2)	\$ - *
3077	SpeedCast Norway AS	Seadrill Northern Operations Ltd - Norway Branch	AMENDED PURCHASE ORDER	\$ - *
3078	SpeedCast Norway AS	Seadrill Northern Operations Ltd - Norway Branch	Purchase Order	\$ - *
3079	SpeedCast Norway AS	Seadrill Northern Operations Ltd - Norway Branch	Purchase Order	\$ - *
3080	SpeedCast Norway AS	Seadrill Norway Operations	TELECOMMUNICATIONS SERVICES PROPOSAL	\$ - *
3081	SpeedCast Norway AS	Seadrill Norway Operations Ltd	AMENDED PURCHASE ORDER	\$ - *
3082	SpeedCast Norway AS	Seadrill Norway Operations Ltd	Purchase Order	\$ - *

Schedule of Assumed Contracts and Leases
Customers

3083	SpeedCast Norway AS	Seadrill Norway Operations Ltd	Communications Service Proposal	\$ - *
3084	CapRock UK Limited	Seadrill Norway Operations Ltd	Amended Purchase Order	\$ - *
3085	SpeedCast Norway AS	Seadrill Norway Operations Ltd - Norway branch	COMMUNICATIONS SERVICE PROPOSAL - VSAT service and LTE on board West Phoenix	\$ - *
3086	SpeedCast Norway AS	Seadrill Norway Operations Ltd - Norway branch	COMMUNICATIONS SERVICE PROPOSAL	\$ - *
3087	SpeedCast Norway AS	Seadrill Norway Operations Ltd Norway Branch	COMMUNICATIONS SERVICE PROPOSAL - 4G LTE – Wintershall	\$ - *
3088	SpeedCast Norway AS	Seadrill Norway Operations Ltd Norway Branch	COMMUNICATIONS SERVICE PROPOSAL - mobile device management	\$ - *
3089	SpeedCast Netherlands B.V.	Seadrill Offshore AS	COMMUNICATIONS SERVICE PROPOSAL	\$ - *
3090	SpeedCast Norway AS	Seadrill Offshore AS (Charter in Brazil)	Purchase Order	\$ - *
3091	SpeedCast Netherlands B.V.	Seadrill Offshore AS (Charter in Brazil)	Purchase Order	\$ - *
3092	CapRock UK Limited	Seadrill Partners Malaysia Sdn Bhd	Purchase Order	\$ - *
3093	SpeedCast Norway AS	Seadrill Saturn Ltd	Purchase Order	\$ - *
3094	SpeedCast Norway AS	Seadrill West Hercules	COMMUNICATIONS SERVICE PROPOSAL - Re-initialize Satellite segment	\$ - *