

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

In re:	§	Chapter 11
	§	
SPEEDCAST INTERNATIONAL LIMITED, <i>et al.</i> ,	§	
	§	Case No. 20-32243 (MI)
	§	
Debtors. ¹	§	(Joint Administration Requested)
	§	(Emergency Hearing Requested)

**EMERGENCY MOTION OF DEBTORS FOR AN ORDER
(I) APPROVING DEBTORS' PROPOSED FORM OF ADEQUATE
ASSURANCE OF PAYMENT TO UTILITY COMPANIES; (II) ESTABLISHING
PROCEDURES FOR RESOLVING OBJECTIONS BY UTILITY COMPANIES;
(III) PROHIBITING UTILITY COMPANIES FROM ALTERING, REFUSING,
OR DISCONTINUING SERVICE; AND (IV) GRANTING RELATED RELIEF**

EMERGENCY RELIEF HAS BEEN REQUESTED. A VIDEO/TELEPHONIC HEARING WILL BE CONDUCTED ON THIS MATTER ON APRIL 23, 2020 AT 3:00 PM (PREVAILING CENTRAL TIME). PARTIES WISHING TO PARTICIPATE TELEPHONICALLY MUST DIAL IN USING THE COURT'S TELECONFERENCE SYSTEM AT 1-832-917-1510 AND ENTERING CONFERENCE CODE 954554. PARTIES WHO ALSO WISH TO PARTICIPATE BY VIDEOCONFERENCE MAY DO SO BY USE OF AN INTERNET CONNECTION, USING THE WEBSITE WWW.JOIN.ME, SELECTING "JOIN A MEETING," AND ENTERING MEETING CODE "JudgeIsgur."

IF YOU OBJECT TO THE RELIEF REQUESTED OR YOU BELIEVE THAT EMERGENCY CONSIDERATION IS NOT WARRANTED, YOU MUST EITHER APPEAR AT THE HEARING OR FILE A WRITTEN RESPONSE PRIOR TO THE HEARING. OTHERWISE, THE COURT MAY TREAT THE PLEADING AS UNOPPOSED AND GRANT THE RELIEF REQUESTED.

RELIEF IS REQUESTED NOT LATER THAN APRIL 23, 2020.

¹ A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at <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.



SpeedCast International Limited 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**”):

Background

1. On the date hereof (the “**Petition Date**”), the Debtors each commenced with this Court a voluntary case under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”). The Debtors are authorized to continue to operate their business and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee, examiner, or statutory committee of creditors has been appointed in these chapter 11 cases. The Debtors have also filed a motion requesting joint administration of their chapter 11 cases pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”).

2. The Debtors, combined with their non-debtor affiliates (collectively, “**Speedcast**” or the “**Company**”), are the largest provider of remote and offshore satellite communications and information technology services in the world. Speedcast’s fully-managed service is delivered to more than 2,000 customers in 140 countries via a leading global, multi-access technology, multi-band and multi-orbit network of 80+ satellites and an interconnecting global terrestrial network, bolstered by on-the-ground local support from 40+ countries. Speedcast services customers in sectors such as Commercial Maritime, Cruise, Energy, Mining, Government, NGOs, Enterprise, and Media.² Additional information regarding the Debtors’ business and capital structure and the circumstances leading to the commencement of these chapter 11 cases is set forth in the *Declaration of Michael Healy in Support of the*

² None of the Speedcast entities associated with the Company’s Government business are Debtors in these chapter 11 cases.

Debtors' Chapter 11 Petitions and First Day Relief, sworn to on the date hereof (the “**Healy Declaration**”),³ which has been filed with the Court contemporaneously herewith and is incorporated by reference herein.

Jurisdiction

3. 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.

Relief Requested

4. By this Motion, pursuant to sections 105(a) and 366 of the Bankruptcy Code and Bankruptcy Rules 6003 and 6004, the Debtors request (i) approval of the Debtors' proposed form of adequate assurance of payment to the Utility Companies (as defined below), subject in all respects to the terms of the DIP Order and DIP Documents⁴, (ii) establishment of procedures for resolving objections by the Utility Companies relating to the adequacy of the proposed adequate assurance, (iii) prohibition of the Utility Companies from altering, refusing, or discontinuing service to, or discriminating against, the Debtors on account of the commencement of these chapter 11 cases or outstanding prepetition invoices, and (iv) related relief.

³ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Healy Declaration. All dollar (\$) references in this Motion are to the U.S. dollar, unless stated otherwise.

⁴ “**DIP Order**” means any interim or final order entered in connection with the Debtors' (1) postpetition financing facility (the “**DIP Facility**”) and/or (2) use of cash collateral, including in connection with the *Emergency Motion of Debtors for Entry of Interim and Final Orders (I) Authorizing Debtors to (A) Obtain Postpetition Financing and (B) Use Cash Collateral, (II) Granting Liens and Providing Claims With Superpriority Administrative Expense Status, (III) Granting Adequate Protection to The Prepetition Secured Parties, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing and (VI) Granting Related Relief*, filed contemporaneously herewith, and the definitive documents related thereto, the “**DIP Documents**”.

5. A proposed form of order granting the relief requested herein is annexed hereto as **Exhibit A** (the “**Proposed Order**”).

Debtors’ Utilities

A. Utility Companies

6. In the ordinary course of business, the Debtors incur utility expenses, including electricity, natural gas, water, sewage, telecommunications, waste disposal, and other utility services (collectively, the “**Utility Services**”), which are generally paid on a monthly basis. Utility Services do not include telecommunication or information technology services the Debtors acquire in connection with performance of their customer contracts.⁵ Approximately 71 utility providers (collectively, the “**Utility Companies**”) provide services to the Debtors, including those identified on **Exhibit 1** annexed to the Proposed Order (the “**Utility Services List**”).⁶

7. Preserving uninterrupted Utility Services is essential to the Debtors’ ongoing operations and, therefore, the success of the Debtors’ reorganization. The Debtors’ serve customers around the world, and any interruption in utility services—even for a brief period—could severely disrupt the Debtors’ ability to continue operations. In particular, disruptions caused by potential outages in the Debtors’ teleports and data centers could lead to significant liability claims from the Debtors’ customers. Such a result could jeopardize the

⁵ The Debtors have filed contemporaneously herewith the *Emergency Motion of Debtors for Interim and Final Orders (I) Authorizing Debtors to Pay Prepetition Obligations to (A) Critical Vendors, (B) Foreign Creditors, (C) Lien Claimants, and (D) 503(b)(9) Claimants; (II) Approving Letter Agreement with Intelsat US LLC; and (III) Granting Related Relief*, seeking relief with respect to certain equipment providers key to the preservation of the Debtors’ businesses.

⁶ The inclusion of any entity in, or omission of any entity from, the Utility Services List is not an admission by the Debtors that such entity is, or is not, a utility within the meaning of section 366 of the Bankruptcy Code, and the Debtors reserve all rights and defenses with respect thereto.

Debtors' reorganization efforts to the detriment of all parties in interest. Accordingly, it is essential that the Utility Services continue uninterrupted during these chapter 11 cases.

8. To the best of the Debtors' knowledge, there are no defaults or arrearages for the Debtors' undisputed invoices for prepetition Utility Services, other than payment interruptions that may have been caused by the commencement of these chapter 11 cases. Based on their monthly average for the 9 months prior to the Petition Date, the Debtors estimate that their cost of Utility Services for the next 30 days will be approximately \$392,000.

B. Proposed Adequate Assurance

9. Pursuant to section 366(c)(2) of the Bankruptcy Code, a utility may alter, refuse, or discontinue a debtor's utility service if the utility does not receive "adequate assurance of payment" for postpetition utility services from the debtor within 30 days after the commencement of the debtor's chapter 11 case. Section 366(c)(1)(A) of the Bankruptcy Code defines "assurance of payment" of postpetition charges as "(i) a cash deposit; (ii) a letter of credit; (iii) a certificate of deposit; (iv) a surety bond; (v) a prepayment of utility consumption; or (vi) another form of security that is mutually agreed on between the utility and the debtor or the trustee." 11 U.S.C. § 366(c)(1)(A).

10. The Debtors intend to pay all postpetition obligations owed to the Utility Companies in a timely manner and have sufficient funds to do so. To provide the Utility Companies with adequate assurance pursuant to section 366 of the Bankruptcy Code, the Debtors propose to deposit cash in an amount equal to approximately one half of monthly Utility Services (the "**Adequate Assurance Deposit**"), calculated using the historical average for such payments during the 9 months prior to the Petition Date, into a newly created, segregated account for the benefit of the Utility Companies (the "**Utility Deposit Account**"). The Adequate Assurance Deposit may be adjusted if the Debtors terminate any of the Utility Services provided by a Utility

Company, make other arrangements with certain Utility Companies for adequate assurance of payment, determine that an entity listed on the Utility Services List is not a utility company as defined by section 366 of the Bankruptcy Code, or supplement the Utility Services List to include additional Utility Companies. Subject to the proposed Adequate Assurance Procedures (as defined below), the Adequate Assurance Deposit may be applied to any postpetition defaults in payment to the Utility Companies. Based on the foregoing, the Debtors estimate that the total amount of the Adequate Assurance Deposit will be approximately \$196,000.

11. The Adequate Assurance Deposit will be placed into the Utility Deposit Account within 20 days after the Petition Date and will be held by the Debtors in the Utility Deposit Account for the benefit of the Utility Companies on the Utility Services List during the pendency of these chapter 11 cases. No liens will encumber the Adequate Assurance Deposit or the Utility Deposit Account.

12. The Debtors further request that the Adequate Assurance Deposit be automatically available to the Debtors, without further Court order, upon the effective date of a chapter 11 plan for the Debtors. Additionally, if the Debtors terminate any of the Utility Services provided by a Utility Company, the Debtors request that they immediately be permitted to reduce the Adequate Assurance Deposit to reflect the termination of such Utility Company.

13. The Debtors submit that the Adequate Assurance Deposit, in conjunction with the Debtors' ability to pay for future Utility Services in the ordinary course of business (collectively, the "**Proposed Adequate Assurance**"), constitutes sufficient adequate assurance to the Utility Companies in full satisfaction of section 366 of the Bankruptcy Code.

C. Proposed Adequate Assurance Procedures

14. Any Utility Company that is not satisfied with the Proposed Adequate Assurance may request additional or different adequate assurance of future payment (the “**Adequate Assurance Procedures**”) pursuant to the procedures set forth below:

- a. Within three business days after entry of the Proposed Order, the Debtors will fax, e-mail, serve by mail, or otherwise expeditiously send a copy of the Motion and the Proposed Order to the Utility Companies on the Utility Services List.
- b. Subject to entry of the Proposed Order, the Debtors will deposit the Adequate Assurance Deposit, in the aggregate amount of \$196,000, in the Utility Deposit Account within 20 days after the Petition Date.
- c. The funds in the Utility Deposit Account shall constitute adequate assurance for each Utility Company in the amount set forth for such Utility Company in the column labeled “Proposed Adequate Assurance” on the Utility Services List.
- d. If an amount relating to Utility Services provided postpetition by a Utility Company is unpaid, and remains unpaid beyond any applicable grace period, such Utility Company may request a disbursement from the Utility Deposit Account by giving notice to (i) proposed counsel to the Debtors, Weil, Gotshal & Manges LLP, 700 Louisiana Street, Suite 1700, Houston, TX 77002 (Attn: Brenda Funk, Esq. and Stephanie Morrison, Esq.), (ii) the Office of the United States Trustee, 515 Rusk Street, Suite 3516, Houston, TX 77002, (iii) counsel to the Ad Hoc Group of Secured Lenders, Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, NY 10017 (Attn: Damian S. Schaible, Esq. and David Schiff, Esq.), and (iv) counsel for any official committee of unsecured creditors appointed in these chapter 11 cases (collectively, the “**Utility Notice Parties**”). The Debtors shall honor such request within five business days after the date the request is received by the Debtors, subject to the ability of the Debtors and any such requesting Utility Company to resolve any dispute regarding such request without further order of the Court. To the extent a Utility Company receives a disbursement from the Utility Deposit Account, the Debtors will replenish the Utility Deposit Account in the amount so disbursed.
- e. The portion of the Adequate Assurance Deposit attributable to each Utility Company will be returned to the Debtors on the earlier of (i) reconciliation and payment by Debtors of the Utility Company’s final invoice in accordance with applicable nonbankruptcy law following the Debtors’

termination of Utility Services from such Utility Company and (ii) the effective date of any chapter 11 plan confirmed in these chapter 11 cases.

- f. Any Utility Company desiring additional assurances of payment in the form of deposits, prepayments, or otherwise must serve a request for additional assurance (an “**Additional Assurance Request**”) on the Utility Notice Parties.
- g. The Additional Assurance Request must (i) be made in writing, (ii) set forth the location(s) for which Utility Services are provided, the account number(s) for such location(s), and the outstanding balance for each such account, (iii) explain why the Utility Company believes the Adequate Assurance Deposit is not adequate assurance of payment, (iv) summarize the Debtors’ payment history relevant to the affected account(s), (v) certify the amount that is equal to one half of monthly Utility Services provided by the Utility Company to the Debtors, calculated as a historical average over the 9-month period preceding the Petition Date, and (vi) certify that the Utility Company does not already hold a deposit equal to or greater than one half of monthly Utility Services provided by such Utility Company.
- h. An Additional Assurance Request may be made at any time. If a Utility Company does not file and serve an Additional Assurance Request, the Utility Company will be (i) deemed to have received “satisfactory” adequate assurance of payment in compliance with section 366 of the Bankruptcy Code and (ii) forbidden from discontinuing, altering, or refusing Utility Services to, or discriminating against, the Debtors on account of any unpaid prepetition charges or requiring additional assurance of payment other than the Proposed Adequate Assurance.
- i. Upon the Debtors’ receipt of an Additional Assurance Request, the Debtors will negotiate with such Utility Company to resolve such Utility Company’s Additional Assurance Request.
- j. The Debtors may, without further order from the Court, resolve an Additional Assurance Request by mutual agreement with a Utility Company, and the Debtors may, in connection with any such agreement, with the consent of the Required IC DIP Lenders (as defined in the DIP Order), not to be unreasonably withheld, provide a Utility Company with additional adequate assurance of payment including cash deposits, prepayments, or other forms of security if the Debtors believe that such adequate assurance is reasonable, subject to the terms of any collateral orders entered by the Court.
- k. If the Debtors and the Utility Company are not able to reach an alternative resolution within 30 days of receipt of the Additional Assurance Request, the Debtors will request a hearing before the Court at the next

regularly scheduled omnibus hearing to determine the adequacy of assurances of payment with respect to a particular Utility Company (the “**Determination Hearing**”) pursuant to section 366(c)(3) of the Bankruptcy Code.

1. Pending resolution of the Determination Hearing, the Utility Company filing such Additional Assurance Request will be prohibited from altering, refusing, or discontinuing Utility Services to the Debtors on account of unpaid charges for prepetition services or on account of any objections to the Proposed Adequate Assurance.
- m. Notwithstanding anything in these procedures to the contrary, the Debtors will request a hearing to take place at the next omnibus hearing date, or such other date that the Debtors and the applicability Utility may agree upon, but no later than 30 days following the Petition Date to resolve outstanding objections to these procedures in the event any are timely filed by the Utility Companies.

D. Subsequent Modifications of Utility Services List

15. Although the Debtors have made an extensive and good faith effort to identify all of the Utility Companies that provide Utility Services as set forth on the Utility Services List, certain Utility Companies may not be listed therein. To the extent the Debtors identify additional Utility Companies, the Debtors shall, with the consent of the Required IC DIP Lenders, not to be unreasonably withheld, promptly file amendments to the Utility Services List and serve copies of the order granting this Motion on any newly identified Utility Companies. In addition, the Debtors will increase the amount of the Adequate Assurance Deposit to account for any newly identified Utility Companies. The Debtors request that the Proposed Order bind all Utility Companies, regardless of when the Utility Companies are added to the Utility Services List.

Relief Requested Should Be Granted

16. The relief requested in this Motion will ensure the continuation of the Debtors’ global business at this critical juncture as the Debtors transition into chapter 11. Indeed, termination of the Utility Services could result in the Debtors’ inability to operate to the

detriment of the stakeholders. The relief requested provides the Utility Companies with a fair and orderly procedure for determining requests for additional adequate assurance.

A. Proposed Adequate Assurance Is Sufficient

17. Section 366 of the Bankruptcy Code is designed to serve the dual purposes of protecting a debtor from being cut off from utility services and providing utility companies with “adequate assurance” that the debtor will be able to pay for postpetition services. *See* H.R. Rep. No. 95-595, at 350 (1978), *reprinted in* 1978 U.S.C.C.A.N 5963, 6306. To that end, pursuant to section 366(c) of the Bankruptcy Code, during the first 30 days of a chapter 11 case, a utility company may not alter, refuse, or discontinue service to, or discriminate against, a debtor solely on the basis of the commencement of a chapter 11 case or unpaid prepetition amounts, but after the first 30 days, however, a utility company may alter, refuse, or discontinue service if a debtor does not provide adequate assurance of payment for postpetition utility services in satisfactory form.

18. Section 366(c)(1)(A) of the Bankruptcy Code defines “assurance of payment” to mean several enumerated forms of security (*e.g.*, a cash deposit, letter of credit, certificate of deposit, surety bond, prepayment of utility consumption, or other mutually agreed upon security), while section 366(c)(1)(B) expressly excludes from such definition an administrative expense priority for a utility’s claim. In addition, section 366(c)(3)(B) of the Bankruptcy Code provides a list of factors that courts are *not* to consider when evaluating whether a proposed adequate assurance payment is in fact adequate. These factors include (i) the absence of security before the petition date, (ii) the debtor’s history of timely payments, and (iii) the availability of an administrative expense priority.

19. Although section 366(c) of the Bankruptcy Code clarifies what does and does not constitute “assurance of payment” and what can be considered in determining whether

such assurance is adequate, Congress, in enacting such section, did not divest this Court of its power to determine what amount, if any, is necessary to provide adequate assurance of payment to a Utility Company. *See* 11 U.S.C. § 366(c). Specifically, section 366(c)(3)(A) states that “[o]n request of a party in interest and after notice and a hearing, the court may order modification of the amount of an assurance of payment.” Thus, there is nothing to prevent a court from deciding, on the facts of the case before it, that the amount required of a debtor to provide adequate assurance of payment to a utility company should be nominal or even zero. *See, e.g., In re Pac-West Telecomm, Inc.*, Case No. 07-10562 (BLS) (Bankr. D. Del. May 2, 2007) (Docket No. 39) (approving adequate assurance in the form of one-time supplemental prepayment to each utility company equal to prorated amount of one week’s charges). Prior to the enactment of section 366(c), courts frequently made such rulings pursuant to section 366(b). *See Va. Elec. & Power Co. v. Caldor, Inc.*, 117 F.3d 646, 650 (2d Cir. 1997) (“Even assuming that ‘other security’ should be interpreted narrowly, we agree with the appellees that a bankruptcy court’s authority to ‘modify’ the level of the ‘deposit or other security,’ provided for under § 366(b), includes the power to require no ‘deposit or other security’ where none is necessary to provide a utility supplier with ‘adequate assurance of payment.’”).

20. Although section 366(c)(2) of the Bankruptcy Code allows a utility to take action if the debtor fails to provide adequate assurance of payment that is “satisfactory” to the utility, it is the bankruptcy court and not the utility provider that is the ultimate arbiter of what is “satisfactory” assurance after taking into consideration the relationship between the debtor and the utility. *See, e.g., In re Penn. Cent. Transp. Co.*, 467 F.2d 100, 103–04 (3d Cir. 1972) (affirming the bankruptcy court’s decision that no utility deposit was necessary where such deposits would “jeopardize the continuing operation of the [debtor] merely to give further

security to suppliers who already [were] reasonably protected”); *see, e.g., In re Heard*, 84 B.R. 454, 459 (Bankr. W.D. Tex. 1987) (holding that since the utility had not had any difficulty with the debtors during 14 years of service, “the utility need[ed] no adequate assurance”). Indeed, section 366 of the Bankruptcy Code only requires that assurance of payment be “adequate,” and courts construing section 366(b) have long recognized that adequate assurance of payment does not constitute an absolute guarantee of the debtor’s ability to pay. *See, e.g., In re Caldor, Inc.*, 199 B.R. 1, 3 (S.D.N.Y. 1996) (“Section 366(b) requires . . . the Bankruptcy Court to determine whether the circumstances are sufficient to provide a utility with ‘adequate assurance’ of payment. The statute does not require an ‘absolute guarantee of payment.’” (citation omitted)), *aff’d sub nom. Va. Elec. & Power Co. v. Caldor, Inc.*, 117 F.3d 646 (2d Cir. 1997); *In re New Rochelle Tel. Corp.*, 397 B.R. 633, 639 (Bankr. E.D.N.Y. 2008) (“Adequate assurance, however, is not a guarantee of payment; rather, it is intended to guard against the utility assuming an unreasonable risk of non-payment.”).

21. Further, courts consider what is “need[ed] of the utility for assurance, and . . . require that the debtor supply *no more than that*, since the debtor almost perforce has a conflicting need to conserve scarce financial resources.” *Caldor*, 117 F.3d at 650. Indeed, “[c]ourts will approve an amount that is adequate enough to insure against unreasonable risk of nonpayment, but are not required to give the equivalent of a guaranty of payment in full.” *In re Great Atl. & Pac. Tea Co.*, No. 11-CV-1338 (CS), 2011 WL 5546954 at *5 (S.D.N.Y. Nov. 14, 2011) (citations omitted).

22. Here, the Utility Companies are adequately assured against any risk of nonpayment for future services. To the best of the Debtors’ knowledge, there are no defaults or arrearages for the Debtors’ undisputed invoices for prepetition Utility Services, other than

payment interruptions that may be caused by the commencement of these chapter 11 cases. Accordingly, the Adequate Assurance Deposit and the Debtors' ongoing ability to meet obligations as they come due in the ordinary course provide assurance of the Debtors' payment of their future obligations to the Utility Companies. Moreover, termination of the Utility Services could result in the Debtors' inability to operate their businesses to the detriment of all stakeholders. *See In re Pilgrim's Pride Corp.*, No. 08-45664 (DML), 2009 WL 7313309, at *2 (Bankr. N.D. Tex. Jan 4, 2009) ("The consequences of an unexpected termination of utility service to [the debtors] could be catastrophic."); *In re Monroe Well Serv., Inc.*, 83 B.R. 317, 321–22 (Bankr. E.D. Pa. 1988) (noting that without utility service the debtors "would have to cease operations" and that section 366 of the Bankruptcy Code "was intended to limit the leverage held by utility companies, not increase it.").

23. Courts have consistently found that adequate assurance of 50% of a debtor's estimated monthly cost or two weeks' estimated utilities cost satisfies the requirements of section 366 of the Bankruptcy Code. *See, e.g., In re EP Energy Corp.*, Case No. 19-35654 (MI) (Bankr. S.D. Tex. Oct. 7, 2019) (Docket No. 99); *In re Halcón Resources Corp.*, Case No. 19-34446 (DRJ) (Bankr. S.D. Tex. Aug. 8, 2019) (Docket No. 64); *In re Westmoreland Coal Company*, Case No. 18-35672 (DRJ) (Bankr. S.D. Tex. Oct. 11, 2018) (Docket No. 176); *In re iHeartMedia, Inc.*, Case No. 18-31271 (MI) (Bankr. S.D. Tex. Mar. 15, 2018) (Docket No. 111); *In re Fieldwood Energy LLC*, Case No. 18-30648 (DRJ) (Bankr. S.D. Tex. Feb. 16, 2018) (Docket No. 69). In light of the foregoing, the Proposed Adequate Assurance is sufficient.

B. Adequate Assurance Procedures Are Reasonable and Appropriate

24. The Court has the power to approve these Adequate Assurance Procedures pursuant to section 105(a) of the Bankruptcy Code, which provides that a bankruptcy court "may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions"

of the Bankruptcy Code. The proposed Adequate Assurance Procedures are reasonable because they will ensure that the Utility Services continue while providing a streamlined process for Utility Companies to challenge the adequacy of the Proposed Adequate Assurance or seek an alternative form of adequate assurance. If a Utility Company does not believe the Proposed Adequate Assurance is “satisfactory,” such Utility Company may file an objection or an Adequate Assurance Request pursuant to the Adequate Assurance Procedures described above.

25. Adequate Assurance Procedures are necessary and appropriate to carry out the provisions of the Bankruptcy Code, particularly section 366, and this Court has regularly approved similar procedures in comparable complex chapter 11 cases. Accordingly, the Proposed Adequate Assurance and the Adequate Assurance Procedures are necessary, appropriate, and in the best interests of the Debtors’ estates and all other parties-in-interest in these chapter 11 cases. Accordingly, the Court should grant the relief requested herein in full.

Bankruptcy Rule 6003(b) Has Been Satisfied

26. Pursuant to Rule 9013-1 of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Southern District of Texas (the “**Local Rules**”), the Debtors respectfully request emergency consideration of this Motion under Bankruptcy Rule 6003, which provides that the Court may grant relief within the first 21 days after the Petition Date to the extent such relief is necessary to avoid immediate and irreparable harm. As described herein and in the Healy Declaration, the relief requested is essential to avoid the immediate and irreparable harm that would be caused by the Debtors’ inability to transition smoothly into chapter 11. Accordingly, the Debtors submit that the requirements of Bankruptcy Rule 6003 are satisfied.

**Compliance with Bankruptcy Rule 6004(a)
and Waiver of Bankruptcy Rule 6004(h)**

27. To implement the foregoing successfully, the Debtors request that the Court find that notice of the Motion satisfies Bankruptcy Rule 6004(a) and that the Court waive the 14-day period under Bankruptcy Rule 6004(h).

DIP Order and DIP Documents Control

28. Contemporaneously herewith, the Debtors are seeking entry by the Bankruptcy Court of an interim and final DIP Order, which provide for, among other things, the Debtors' entry into the DIP Facility and DIP Documents and provision of adequate protection in connection with the DIP Facility and the use of cash collateral. The DIP Order and the DIP Documents contain terms that limit and otherwise apply to the Debtors' ability to utilize certain of the relief requested herein. For the avoidance of doubt, the relief described and requested herein and/or granted by any order issued pursuant hereto is subject in all respects to, and superseded by, the terms of the DIP Order and the DIP Documents.

Reservation of Rights

29. Nothing contained herein is intended to be or shall be deemed as (i) an admission as to the validity of any claim against the Debtors, (ii) a waiver or limitation of the Debtors' or any party in interest's rights to dispute the amount of, basis for, or validity of any claim, (iii) a waiver of the Debtors' rights under the Bankruptcy Code or any other applicable nonbankruptcy law, (iv) an agreement or obligation to pay any claims, (v) a waiver of any claims or causes of action which may exist against any creditor or interest holder, or (vi) an approval, assumption, adoption, or rejection of any agreement, contract, lease, program, or policy under section 365 of the Bankruptcy Code. Likewise, if the Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended to be and should not be construed as

an admission to the validity of any claim or a waiver of the Debtors' rights to dispute such claim subsequently.

Notice

30. Notice of this Motion will be provided to (i) the Office of the United States Trustee for the Southern District of Texas; (ii) the holders of the 30 largest unsecured claims against the Debtors on a consolidated basis; (iii) (A) Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, NY 10017 (Attn: Damian S. Schaible, Esq., David Schiff, Esq., and Jonah A. Peppiatt, Esq.) and (B) Rapp & Krock, PC, 1980 Post Oak Blvd, Suite 1200 Houston, TX 77056 (Attn: Henry Flores, Esq.) counsel to the Ad Hoc Group of Secured Lenders; (iv) Skadden, Arps, Slate, Meagher & Flom LLP, One Manhattan West, New York, NY 10001 (Attn: Steven Messina, Esq. and George Howard, Esq.) and 155 N. Wacker Drive, Chicago, IL 60606 (Attn: David M. Wagener, Esq.), counsel to Credit Suisse AG, Cayman Islands Branch, as administrative agent under the Syndicated Facility Agreement and the DIP Agent; (v) the Internal Revenue Service; (vi) the United States Attorney's Office for the Southern District of Texas; (vii) the Utility Companies; (viii) any other party entitled to notice pursuant to Bankruptcy Rule 2002; and (ix) any other party entitled to notice pursuant to Local Rule 9013-1(d).

No Previous Request

31. No previous request for the relief sought herein has been made by the Debtors to this or any other court.

WHEREFORE the Debtors respectfully request entry of the Proposed Order granting the relief requested herein and such other and further relief as the Court may deem just and appropriate.

Dated: April 23, 2020
Houston, Texas

Respectfully submitted,

/s/ Alfredo R. Pérez

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*Proposed Attorneys for Debtors
and Debtors in Possession*

Certificate of Service

I hereby certify that on April 23, 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, and will be served as set forth in the Affidavit of Service to be filed by the Debtors' proposed claims, noticing, and solicitation agent.

/s/ Alfredo R. Pérez
Alfredo R. Pérez

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

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

ORDER (I) APPROVING DEBTORS' PROPOSED FORM OF ADEQUATE ASSURANCE OF PAYMENT TO UTILITY COMPANIES; (II) ESTABLISHING PROCEDURES FOR RESOLVING OBJECTIONS BY UTILITY COMPANIES; (III) PROHIBITING UTILITY COMPANIES FROM ALTERING, REFUSING, OR DISCONTINUING SERVICE; AND (IV) GRANTING RELATED RELIEF

Upon the motion, dated April 23, 2020 (the “**Motion**”)² of SpeedCast International Limited and its affiliated debtors in the above-captioned chapter 11 cases, as debtors and debtors in possession (collectively, the “**Debtors**”), for entry of an order pursuant to sections 366 and 105(a) of the Bankruptcy Code and Bankruptcy Rules 6003 and 6004 (i) approving Debtors’ proposed form of adequate assurance of payment to the Utility Companies, (ii) establishing procedures for resolving objections by the Utility Companies, (iii) prohibiting the Utility Companies from altering, refusing, or discontinuing service, and (iv) granting related relief, all as more fully set forth in the Motion; and upon consideration of the Healy Declaration; and this Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §1334; and consideration of the Motion and the requested relief being a

¹ A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ proposed claims and noticing agent at <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 such terms in the Motion.

core proceeding pursuant to 28 U.S.C. § 157(b); and it appearing that venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided; and such notice having been adequate and appropriate under the circumstances, and it appearing that no other or further notice need be provided; and this Court having reviewed the Motion; and this Court having held a hearing to consider the relief requested in the Motion; and all objections, if any, to the Motion have been withdrawn, resolved, or overruled; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtors and their estates as contemplated by Bankruptcy Rule 6003 and is in the best interests of the Debtors and their respective estates and creditors; and upon all of the proceedings had before this Court and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT

1. The Adequate Assurance shall constitute adequate assurance of future payment as required by section 366 of the Bankruptcy Code.
2. The Debtors shall deposit the Adequate Assurance Deposit in the amount of \$196,000 in a newly created, segregated account for the benefit of the Utility Companies within 20 days after the Petition Date.
3. All Utility Companies including, without limitation, those listed on **Exhibit 1** annexed hereto, are prohibited from altering, refusing, or discontinuing Utility Services, or otherwise discriminating against the Debtors, on account of any unpaid prepetition charges or any perceived inadequacy of the Debtors' Proposed Adequate Assurance.
4. The following Adequate Assurance Procedures are hereby approved:

- a. Within three business days after entry of the Proposed Order, the Debtors will fax, e-mail, serve by mail, or otherwise expeditiously send a copy of the Motion and the Proposed Order to the Utility Companies on the Utility Services List.
- b. Subject to entry of the Proposed Order, the Debtors will deposit the Adequate Assurance Deposit, in the aggregate amount of \$196,000, in the Utility Deposit Account within 20 days after the Petition Date.
- c. The funds in the Utility Deposit Account shall constitute adequate assurance for each Utility Company in the amount set forth for such Utility Company in the column labeled “Proposed Adequate Assurance” on the Utility Services List.
- d. If an amount relating to Utility Services provided postpetition by a Utility Company is unpaid, and remains unpaid beyond any applicable grace period, such Utility Company may request a disbursement from the Utility Deposit Account by giving notice to (i) proposed counsel to the Debtors, Weil, Gotshal & Manges LLP, 700 Louisiana Street, Suite 1700, Houston, TX 77002 (Attn: Brenda Funk, Esq. and Stephanie Morrison, Esq.), (ii) the Office of the United States Trustee, 515 Rusk Street, Suite 3516, Houston, TX 77002, (iii) counsel to the Ad Hoc Group of Secured Lenders, Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, NY 10017 (Attn: Damian S. Schaible, Esq. and David Schiff, Esq.), and (iv) counsel for any official committee of unsecured creditors appointed in these chapter 11 cases (collectively, the “**Utility Notice Parties**”). The Debtors shall honor such request within five business days after the date the request is received by the Debtors, subject to the ability of the Debtors and any such requesting Utility Company to resolve any dispute regarding such request without further order of the Court. To the extent a Utility Company receives a disbursement from the Utility Deposit Account, the Debtors will replenish the Utility Deposit Account in the amount so disbursed.
- e. The portion of the Adequate Assurance Deposit attributable to each Utility Company will be returned to the Debtors on the earlier of (i) reconciliation and payment by Debtors of the Utility Company’s final invoice in accordance with applicable nonbankruptcy law following the Debtors’ termination of Utility Services from such Utility Company and (ii) the effective date of any chapter 11 plan confirmed in these chapter 11 cases.
- f. Any Utility Company desiring additional assurances of payment in the form of deposits, prepayments, or otherwise must serve a request for additional assurance (an “**Additional Assurance Request**”) on the Utility Notice Parties.

- g. The Additional Assurance Request must (i) be made in writing, (ii) set forth the location(s) for which Utility Services are provided, the account number(s) for such location(s), and the outstanding balance for each such account, (iii) explain why the Utility Company believes the Adequate Assurance Deposit is not adequate assurance of payment, (iv) summarize the Debtors' payment history relevant to the affected account(s), (v) certify the amount that is equal to one half of monthly Utility Services provided by the Utility Company to the Debtors, calculated as a historical average over the 9-month period preceding the Petition Date, and (vi) certify that the Utility Company does not already hold a deposit equal to or greater than one half of monthly Utility Services provided by such Utility Company.
- h. An Additional Assurance Request may be made at any time. If a Utility Company does not file and serve an Additional Assurance Request, the Utility Company will be (i) deemed to have received "satisfactory" adequate assurance of payment in compliance with section 366 of the Bankruptcy Code and (ii) forbidden from discontinuing, altering, or refusing Utility Services to, or discriminating against, the Debtors on account of any unpaid prepetition charges or requiring additional assurance of payment other than the Proposed Adequate Assurance.
- i. Upon the Debtors' receipt of an Additional Assurance Request, the Debtors will negotiate with such Utility Company to resolve such Utility Company's Additional Assurance Request.
- j. The Debtors may, without further order from the Court, resolve an Additional Assurance Request by mutual agreement with a Utility Company, and the Debtors may, in connection with any such agreement, with the consent of the Required IC DIP Lenders (as defined in the DIP Order), not to be unreasonably withheld, provide a Utility Company with additional adequate assurance of payment including cash deposits, prepayments, or other forms of security if the Debtors believe that such adequate assurance is reasonable, subject to the terms of any collateral orders entered by the Court.
- k. If the Debtors and the Utility Company are not able to reach an alternative resolution within 30 days of receipt of the Additional Assurance Request, the Debtors will request a hearing before the Court at the next regularly scheduled omnibus hearing to determine the adequacy of assurances of payment with respect to a particular Utility Company (the "**Determination Hearing**") pursuant to section 366(c)(3) of the Bankruptcy Code.
- l. Pending resolution of the Determination Hearing, the Utility Company filing such Additional Assurance Request will be prohibited from altering, refusing, or discontinuing Utility Services to the Debtors on account of

unpaid charges for prepetition services or on account of any objections to the Proposed Adequate Assurance.

5. Notwithstanding anything in this Order, upon a timely motion filed and served on the Utility Notice Parties by any Utility Company, the Debtors shall request a hearing before the Court at the next omnibus hearing date, or such other date that the Debtors and the applicable Utility Company may agree upon, but in no event later than 30 days after the Petition Date to resolve any dispute between the Debtors and such Utility Company regarding the Adequate Assurance Procedures of the Proposed Adequate Assurance.

6. The Utility Companies are prohibited from requiring additional adequate assurance of payment other than pursuant to the Adequate Assurance Procedures.

7. The Adequate Assurance Deposit shall automatically, without further Court order, be available to the Debtors upon the effective date of a chapter 11 plan for the Debtors.

8. The inclusion of any entity in, as well as any omission of any entity from, the Utility Services List shall not be deemed an admission by the Debtors that such entity is, or is not, a utility within the meaning of section 366 of the Bankruptcy Code, and the Debtors reserve all rights and defenses with respect thereto.

9. The Debtors are authorized to amend the Utility Services List to the extent the Debtors terminate the services of any Utility Company or identify additional Utility Companies, with the consent of the Ad Hoc Group of Secured Lenders, not to be unreasonably withheld, and this Order shall apply to any such Utility Company that is added to the Utility Services List. The Debtors shall serve a copy of this Order upon any Utility Company added to the Utility Services List within three (3) business days.

10. The Debtors shall increase the amount of the Adequate Assurance Deposit if an additional Utility Company is added to the Utility Services List by an amount equal to one half of monthly Utility Services provided by such additional Utility Company, calculated using the historical average for such payments during the 9 months prior to the Petition Date. The Debtors may terminate the services of any Utility Company and are immediately authorized to reduce the Adequate Assurance Deposit by the amount held on account of such terminated Utility Company provided there are no outstanding disputes related to postpetition payments due.

11. The relief granted herein is for all Utility Companies providing Utility Services to the Debtors and is not limited to those parties or entities listed on the Utility Services List.

12. Notwithstanding anything to the contrary herein, any payment to be made by the Debtors pursuant to the authority granted herein shall be subject to and in compliance with any orders entered by the Court approving the Debtors' (1) entry into any postpetition debtor in possession financing facility, including any budget and the terms of any definitive documentation in connection therewith (the "**DIP Documents**"), and/or (2) authorizing the Debtor's use of cash collateral and/or any budget in connection therewith (in either case, the "**DIP Order**"). To the extent there is any inconsistency between the terms of the DIP Order or any DIP Documents, on the one hand, and any action taken or proposed to be taken hereunder, on the other hand, the terms of the DIP Order or such DIP Document, as applicable, shall control.

13. Nothing contained in the Motion or this Order or any payment made pursuant to the authority granted by this Order is intended to be or shall be deemed as (i) an admission as to the validity of any claim against the Debtors, (ii) a waiver of the Debtors' or any

party in interest's rights to dispute the amount of, basis for, or validity of any claim, (iii) a waiver of the Debtors' rights under the Bankruptcy Code or any other applicable nonbankruptcy law, (iv) an agreement or obligation to pay any claims, (v) a waiver of any claims or causes of action which may exist against any creditor or interest holder, or (vi) an approval, assumption, adoption, or rejection of any agreement, contract, lease, program, or policy under section 365 of the Bankruptcy Code.

14. The requirements of Bankruptcy Rule 6003(b) have been satisfied.

15. Notice of the Motion is adequate under Bankruptcy Rule 6004(a).

16. Notwithstanding the provisions of Bankruptcy Rule 6004(h), this Order shall be immediately effective and enforceable upon its entry.

17. The Debtors are authorized to take all reasonable actions necessary or appropriate to carry out the relief granted in this Order.

18. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Dated: _____, 2020
Houston, Texas

UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Utility Services List

Utility Services List

Company	Address(s)	Description of Utility Service	Average Monthly Expense	Proposed Adequate Assurance
Florida Power & Light Company	700 Universe Blvd Juno Beach, FL 33408	Electricity	\$12,751.03	\$6,375.52
Sun Coast Resources, Inc.	PO Box 202603 Dallas, TX 75320	Fuel	\$458.06	\$229.03
Waste Management Inc Of Florida	PO Box 4648 Carol Stream, IL 60197	Waste Disposal	\$107.82	\$53.91
BFI Waste Services of Texas, LP	18500 N. Allied Way Dallas, TX 75284-1833	Waste Disposal	\$1,862.04	\$931.02
River Parish Disposal, LLC	PO Box 10482 New Orleans, LA 70181	Waste Disposal	\$231.64	\$115.82
Entergy Corporation	PO Box 8108 Baton Rouge, LA 70891-8108	Electricity	\$1,559.38	\$779.69
Direct Energy	PO Box 70220 Philadelphia, PA 19176	Electricity	\$14,108.49	\$7,054.25
City of Houston Water	PO Box 1560 Houston, TX 77251	Water	\$1,169.23	\$584.61
Amerigas Propane, Inc.	PO Box 105018 Atlanta, GA 30348-5018	Fuel	\$137.32	\$68.66

Company	Address(s)	Description of Utility Service	Average Monthly Expense	Proposed Adequate Assurance
SSE Business Energy	Robert Brown House Basingstoke RG21 8GZ Great Britain	Electricity	\$311.86	\$155.93
Scottish Hydro Electric	Grampian House Perth ND PH1 3GH Great Britain	Electricity	\$1,473.07	\$736.54
Clear Business	Longley House, Longley Lane Manchester M22 4SY Great Britain	Water	\$27.59	\$13.79
Hudson Energy Supply UK	219-225 Avebury Boulevard Milton Keynes MK9 1AU Great Britain	Electricity	\$89,611.16	\$44,805.58
Aberdeen Electrical Services Limited	Unit 6 109 Urquhart Road Aberdeen AB24 5NH Great Britain	Electricity	\$8,737.23	\$4,368.62
Anglian Water Business (National) Ltd	PO Box 259 Rotherham S98 1QU Great Britain	Water	\$3,251.07	\$1,625.53
Scottish Fuels	Tryst House Glenbervie Business Park Larbert, FK5 4RB Great Britain	Fuel	\$4,768.37	\$2,384.18
Franzefoss Gjenvinning AS	AVD 19 - FORUS Postboks 53, 1309 RUD Norway	Waste Disposal	\$345.55	\$172.77
Simply Energy	Level 33 Rialto South Tower Melbourne, 3000 Australia	Electricity	\$20,837.60	\$10,418.80

Company	Address(s)	Description of Utility Service	Average Monthly Expense	Proposed Adequate Assurance
Taylor Marine	62 Sparks Road Perth, WA 6166 Australia	Electricity	\$8,953.44	\$4,476.72
Water Corporation	PO Box 100 Leederville, WA 6902 Australia	Water	\$37.89	\$18.95
AGL South Australia Pty Ltd	GPO Box 77 Adelaide, 5001 Australia	Electricity	\$746.60	\$373.30
Synergy	GPO Box U1913 Perth, WA 6845 Australia	Electricity	\$14,908.14	\$7,454.07
Laser Electrical Magill	1 Venum Street, Magill, 5072 Australia	Electricity	\$1,110.65	\$555.32
WA Refuelling	28 Felspar St Welshpool, WA 6104 Australia	Fuel	\$141.94	\$70.97
South Australian Water Corporation	GPO Box 1751 Adelaide, SA 5001 Australia	Water	\$175.54	\$87.77
Jacana Energy	GPO Box 2601, Darwin , NT 0801 Australia	Electricity	\$232.32	\$116.16
EnergyAustralia	Locked Bag W100 Sydney, FL 1291 Australia	Electricity	\$1,049.01	\$524.51
Origin Energy Ltd	GPO Box 1199 Adelaide, 5001 Australia	Electricity	\$2,220.26	\$1,110.13
The Hongkong Electric Company	Hongkong Electric Centre, 44 Kennedy Road, Hong Kong	Electricity	\$455.26	\$227.63

Company	Address(s)	Description of Utility Service	Average Monthly Expense	Proposed Adequate Assurance
Shell Hong Kong Limited	35/F, AIA Kowloon Tower, Landmark East, 100 How ming street ,Kwun Tong Kowloon, Hong Kong	Fuel	\$819.53	\$409.76
E-ON Energy Ltd	Newland House 49 Mount Street Nottingham, NG1 6PG Great Britain	Electricity & Gas	\$3,454.49	\$1,727.25
SSE Business Energy	No. 1 Forbury Place 43 Forbury Road Reading, RG1 3JH Great Britain	Electricity & Gas	\$157.32	\$78.66
ENGIE Energie Nederland N.V.	Grote Voort 291 Zwolle, BL 8041 Netherlands	Electricity	\$8,327.82	\$4,163.91
REMONDIS Nederland B.V.	Dieselstraat 7 Lichtenvoorde, 7131 PC Netherlands	Waste Disposal	\$504.78	\$252.39
Kenter B.V.	Dijkgraaf 2 Netherlands, Duiven 6921 RL Netherlands	Electricity	\$103.92	\$51.96
Handy Clean B.V.	Merwede 6 Lelystad, 8226 NA Netherlands	Waste Disposal	\$1,314.33	\$657.16
Esso Vermeulen & ZN B.V.	Europa-Allee 4 Installatieweg 7 Kampen, 8265 VB Netherlands	Fuel	\$144.17	\$72.09
LIANDER N.V.	Postbus 50 Duiven, 6920 AB Netherlands	Electricity	\$3,724.56	\$1,862.28
Vitens N.V.	Oude Veerweg 1 Zwolle, 8019 BE Netherlands	Water	\$71.00	\$35.50

Company	Address(s)	Description of Utility Service	Average Monthly Expense	Proposed Adequate Assurance
ACA Waste Services Inc	40 Eads St West Babylon, NY 11704	Waste Disposal	\$193.58	\$96.79
PSEG Long Island	1650 Islip Ave Brentwood, NY 11717	Electricity	\$129,033.19	\$64,516.59
National Grid plc	Po Box 11791 Newark, NJ 07101-4791	Gas	\$4,723.99	\$2,362.00
National Waste Services, LLC	1863 Harrison Avenue Bay Shore, NY 11706	Waste Disposal	\$2,343.88	\$1,171.94
Suffolk County Water Authority: SCWA	PO Box 9044 Hicksville, NY 11802	Water	\$224.25	\$112.12
Paraco Gas Corporation	P.O. BOX 412227 Boston, MA 02241-2227	Gas	\$56.95	\$28.48
Tuas Power Supply Pte Ltd	111 Somerset Rd, #11-09 Singapore 238164	Electricity	\$57.60	\$28.80
Summit Electric Supply Co. Inc.	PO Box 848345 Dallas, TX 75284-8345	Electricity	\$558.80	\$279.40
Stark Software International Ltd	Sentinel House, 10-12 Massetts Road Horley, Surrey RH6 7DE Great Britain	Gas	\$93.07	\$46.53

Company	Address(s)	Description of Utility Service	Average Monthly Expense	Proposed Adequate Assurance
Kleenheat Gas Pty Ltd	PO Box 4184 Myaree Business Centre WA 6960 Australia	Gas	\$41.55	\$20.78
Arrow Electrical Services Pty. Ltd.	PO Box 25 South Fremantle, 6162 Netherlands	Electrical Services	\$727.67	\$363.83
WINconnect Pty Ltd	PO Box 217 Hawthorn, VIC 3122 Australia	Electrical Services	\$71.42	\$35.71
South East Water Corporation	101 Wells Street Frankston, VIC 3199 Australia	Water	\$9.88	\$4.94
Enpron	Lavendelheide 7A Drachten, 9202 PD Netherlands	Electricity	\$145.76	\$72.88
Van Werven Holding B.V.	Postbus 14 Oldebroek, 8096 ZG Netherlands	Waste Disposal	\$40.02	\$20.01
Con Ed / Constellation	100 Summit Lake Drive Suite 410 Valhalla, NY 10595-1356	Electricity	\$11,350.82	\$5,675.41
Baltimore Gas and Electric Company	P.O. Box 13070 Philadelphia, PA 19101-3070	Electricity	\$1,991.22	\$995.61
Danisi Energy Company Inc.	3205 Route 112 Medford, NY 11763	Fuel	\$516.70	\$258.35
Waste Management of Virginia	PO Box 13648 Philadelphia, PA 19101-3648	Waste Disposal	\$0	\$0

Company	Address(s)	Description of Utility Service	Average Monthly Expense	Proposed Adequate Assurance
City Wide Sewer & Drain Service Corp	PO Box 350 Carle Place, NY 11514-0350	Septic/Sewage	\$376.57	\$188.28
AAA Action Septic Service LLC	166 Campbell Acres Road Cleveland, TX 77328 USA	Septic/Sewage	\$133.33	\$66.67
Waste Management Inc. of Florida	PO Box 4648 Juno Beach, IL 60197-4648	Waste Disposal	\$300.92	\$150.46
Joulz Meetbedrijf B.V.	Blaak 8 Rotterdam, 3011TA Netherlands	Electricity	\$103.92	\$51.96
Waste Connections of Florida	3840 NW 37th Ct Miami, FL 33142	Waste Disposal	\$286.99	\$143.49
City of North Miami	17011 NE 19 Ave North Miami Beach, FL 33162	Water	\$103.34	\$51.67
Dubai Electricity and Water Authority	P.O. Box 564 Dubai U.A.E.	Electricity & Water	\$101.89	\$50.94
EYDAP	12 Satovriandou str. Athens, 10432 Greece	Water	\$60.60	\$6.73
SSE Enterprise Telecoms Ltd.	One Forbury Place, 4th Floor Reading RG1 3JH Great Britain	Telecommunications	\$4,639.55	\$2,319.78
Lyse AS	PO Box 8124 Stavanger, 4069 Norway	Electricity	\$4,934.04	\$2,467.02

Company	Address(s)	Description of Utility Service	Average Monthly Expense	Proposed Adequate Assurance
Électricité de France S.A.	TSA 20121 CEDEX 20 LYON, 69937 France	Electricity	\$856.89	\$428.45
Broadview Networks	PO Box 9242 Uniondale, NY 11555-9242	Telecommunications	\$3,681.06	\$1,840.53
Verizon Wireless	Kim Robertson-Corporate Finance P.O. Box 4830 Trenton, NJ 08650-4830	Telecommunications	\$13,926.38	\$6,963.19