

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	§	(Jointly Administered)
	§	

CERTIFICATE OF NO OBJECTION TO EMERGENCY MOTION OF DEBTORS FOR AN ORDER (I) AUTHORIZING DEBTORS TO PAY PREPETITION OBLIGATIONS TO (A) CRITICAL VENDORS, (B) FOREIGN CREDITORS, (C) LIEN CLAIMANTS, AND (D) 503(b)(9) CLAIMANTS; (II) APPROVING LETTER AGREEMENT WITH INTELSAT US LLC; AND (III) GRANTING RELATED RELIEF

1. On April 23, 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 *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* [Docket No. 21] (the “**Motion**”). Objections to final approval of the Motion were required to be filed and served by May 11, 2020 at 4:00 p.m. (Prevailing Central Time), unless extended by the Debtors (the “**Objection Deadline**”).

2. In accordance with paragraph 37 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

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.kcellc.net/speedcast>. The Debtors’ service address for the purposes of these chapter 11 cases is 4400 S. Sam Houston Parkway East, Houston, Texas 77048.



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 final order attached hereto as **Exhibit A** (the "**Proposed Final Order**") at the earliest convenience of the Court. A blackline of the Proposed Final Order against the version filed with the Motion is attached hereto as **Exhibit B**.

Dated: May 14, 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 May 14, 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' 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. 21

**FINAL ORDER (I) AUTHORIZING DEBTORS TO PAY PREPETITION
OBLIGATIONS TO (A) CRITICAL VENDORS, (B) FOREIGN CREDITORS,
(C) LIEN CLAIMANTS, AND (D) 503(b)(9) CLAIMANTS; (II) APPROVING LETTER
AGREEMENT WITH INTELSAT US LLC; AND (III) GRANTING RELATED RELIEF**

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 105(a), 363(b), and 503(b)(9) of the Bankruptcy Code and Bankruptcy Rules 6003, 6004 and 9019 (i) authorizing the Debtors to pay, in their sole discretion, amounts owed to (a) the Critical Vendors; (b) the Foreign Creditors; (c) the Lien Claimants; and (d) the 503(b)(9) Claimants; (ii) approving certain terms of a letter agreement between Speedcast Communications Inc. (“**SCI**”), on behalf of itself and certain of the other Debtors, and Intelsat US LLC and certain of its affiliated entities (“**Intelsat**”); and (iii) 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

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 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.

consideration of the Motion and the requested relief being a 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 having 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 Debtors are authorized, but not directed, pursuant to sections 105(a), 363(b), and 503(b)(9) of the Bankruptcy Code, in the reasonable exercise of their business judgment, to honor, pay, or otherwise satisfy the prepetition Vendor Claims for the Critical Vendors, the Foreign Claims, the Lien Claims, and the 503(b)(9) Claims; provided, however, that payment on account of the such claims shall not exceed an aggregate amount of \$4.20 million, inclusive of any amounts previously paid under the Interim Order.

2. The Debtors are authorized, but not directed, pursuant to sections 105(a), 363(b), and 503(b)(9) of the Bankruptcy Code, in the reasonable exercise of their business judgment, to honor, pay, or otherwise satisfy the prepetition Foreign Claims for the Foreign Creditors upon such terms and in the manner provided for in this Final Order and in the Motion;

provided, however, that payment on account of the Foreign Claims shall not exceed an aggregate amount of \$5.20 million, inclusive of any amounts previously paid under the Interim Order.

3. The Debtors are authorized, but not directed, pursuant to sections 105(a), 363(b), and 503(b)(9) of the Bankruptcy Code, in the reasonable exercise of their business judgment, to honor, pay, or otherwise satisfy the prepetition Lien Claims for the Lien Claimants upon such terms and in the manner provided for in this Final Order and in the Motion; provided, however, that payment on account of the Lien Claims shall not exceed an aggregate amount of \$910,000, inclusive of any amounts previously paid under the Interim Order.

4. The Debtors are authorized, but not directed, pursuant to sections 105(a), 363(b), and 503(b)(9) of the Bankruptcy Code, in the reasonable exercise of their business judgment, to honor, pay, or otherwise satisfy the undisputed prepetition 503(b)(9) Claims for the 503(b)(9) Claimants, upon such terms and in the manner provided for in this Final Order and in the Motion; provided, however, that payment on account of the 503(b)(9) Claims shall not exceed an aggregate amount of \$3.1 million, inclusive of any amounts previously paid under the Interim Order.

5. The Debtors shall undertake all appropriate efforts to cause the Vendor Claimants to enter into Trade Agreements with the Debtors as a condition of payment of each such Vendor Claimant's Vendor Claims. The Debtors are authorized to negotiate, modify, or amend the form of a Trade Agreement in its reasonable business judgment, which shall be subject to review by the advisors to the Ad Hoc Group of Secured Lenders in accordance with the DIP Order and the DIP Documents, including, without limitation, section 6.09(a)(vi) of the DIP Credit Agreement (as defined in the DIP Order).

6. The Debtors are authorized, but not directed, to condition payment of the Vendor Claims upon entry into corresponding Trade Agreements in the exercise of their reasonable business judgment.

7. Any party who accepts payments from the Debtors of a Vendor Claim (regardless of whether a Trade Agreement has been executed) shall take all actions necessary to remove any liens on the Debtors' assets such party may have based on such Vendor Claim at such party's sole expense.

8. If, either after executing a Trade Agreement or receiving notification of the Disgorgement Procedures, a Vendor Claimant accepts payment pursuant to the relief requested by the Motion and thereafter does not continue to provide goods and services to the Debtors on the Customary Trade Terms (regardless of whether a Trade Agreement has been executed), and subject to any Trade Agreement that may be executed between the Debtors and such Vendor Claimant, 14 days after receipt by the Vendor Claimant of a notice of non-performance and if no objection with the Court has been filed: (a) such payment may be deemed by the Debtors to be an improper postpetition transfer on account of a prepetition claim and, therefore, will be immediately recoverable by the Debtors in cash upon written request; (b) upon recovery by the Debtors of such payment, any prepetition claim of such Vendor Claimant shall be reinstated as if the payment by the Debtors had not been made in the first instance; and (c) if there exists an outstanding postpetition balance due from the Debtors to such Vendor Claimant, then the Debtors may elect to recharacterize and apply any payment made by the Debtors to such Vendor Claimant (if the Debtors would be permitted to pay such Vendor Claimant in cash in accordance with the DIP Order and the DIP Documents) pursuant to the relief requested by the Motion to such outstanding postpetition balance, and such Vendor Claimant will be required to repay to the Debtors such paid

amounts exceeding the postpetition obligations then outstanding from the Debtors to such Vendor Claimant without the right of any setoffs, claims, provisions for payment of any claims, or otherwise.

9. Nothing herein shall impair or prejudice the Debtors' ability to contest, in their sole discretion, the extent, perfection, priority, validity, or amount of any of the Critical Vendor Claims, the Foreign Claims, the Lien Claims, or the 503(b)(9) Claims.

10. The Debtors may identify additional Critical Vendors, Foreign Creditors, Lien Claimants, or 503(b)(9) Claimants, and/or additional prepetition Critical Vendor Claims, Foreign Claims, Lien Claims, or 503(b)(9) Claims, sought to be paid in the ordinary course of business by giving a Critical Vendor Notice on (i) counsel for the Ad Hoc Group of Secured Lenders, (ii) counsel for any statutory committee appointed in these chapter 11 cases, and (iii) the Office of the United States Trustee for the Southern District of Texas; provided that the payment of any additional Critical Vendors, Foreign Creditors, Lien Claimants, or 503(b)(9) Claimants, and/or additional Critical Vendor Claims, Foreign Claims, Lien Claims, or 503(b)(9) Claims shall be subject to the terms of the DIP Order and the DIP Documents.

11. Parties receiving the Critical Vendor Notice shall have 14 days after service of a Critical Vendor Notice to file an objection with the Court. If no objection is timely filed, the Debtors are authorized to pay the Critical Vendor Claims set forth on such Critical Vendor Notice pursuant to the terms of this Final Order. If an objection is timely filed, the matter shall be considered by this Court at the next available hearing date.

12. The mutual releases in the Intelsat Agreement attached hereto as **Exhibit A** are hereby approved and Intelsat is hereby deemed to have a general unsecured claim against the Debtors in the amount of \$44 million; provided, that such claim represents Intelsat's entire and

sole claim against the Debtors for (i) any prepetition amounts owing by the Debtors to Intelsat and (ii) any and all amounts due to Intelsat for the provision of services through June 30, 2020.

13. Intelsat will provide broadband uplink and related services to the Debtors through June 30, 2020, in the same manner and on the same terms as previously provided; provided that, and without prejudice to any future terms agreed upon in writing between the parties, the automatic stay shall not prohibit Intelsat from discontinuing services after June 30, 2020.

14. The Banks are authorized to receive, process, honor, and pay any and all checks issued, or to be issued, and electronic funds transfers requested, or to be requested, by the Debtors relating to the Critical Vendor Claims, the Foreign Claims, the Lien Claims, or the 503(b)(9) Claims, to the extent that sufficient funds are on deposit in available funds in the applicable bank accounts to cover such payments. The Banks are authorized to accept and rely on all representations made by the Debtors with respect to which checks, drafts, wires, or automated clearing house transfers should be honored or dishonored in accordance with this or any other order of this Court, whether such checks, drafts, wires, or transfers are dated prior to, on, or subsequent to the Petition Date, without any duty to inquire otherwise.

15. 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 Debtors' 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.

16. The Debtors are authorized, but not directed, to issue new postpetition checks, or effect new electronic funds transfers, and to replace any prepetition checks or electronic fund transfer requests that may be lost or dishonored or rejected as a result of the commencement of the Debtors' chapter 11 cases with respect to any prepetition amounts that are authorized to be paid pursuant to this Final Order.

17. No payment shall be made to any insider or any affiliate of an insider pursuant to this Order on account of a prepetition claim without further order of the Court.

18. The Debtors shall maintain a matrix/schedule of amounts directly and indirectly paid, subject to the terms and conditions of this Interim Order, including the following information: (a) the names of the payee; (b) the amount of the payment; (c) the category or type of payment, as further described and classified in the Motion; (d) the Debtor or Debtors that made the payment; and (e) the payment date. The Debtors shall provide a copy of such matrix/schedule to the U.S. Trustee and any statutory committee appointed in these chapter 11 cases on the last day of every month beginning May 31, 2020, which requirement may be waived with the consent of the U.S. Trustee and the statutory committee of unsecured creditors, if any, appointed in these chapter 11 cases.

19. Nothing contained in the Motion or this Final Order or any payment made pursuant to the authority granted by this Final 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, (vi) an admission as to the validity of any liens satisfied pursuant to this Motion, or (vii) an approval, assumption, adoption, or rejection of any agreement, contract, lease, program, or policy under section 365 of the Bankruptcy Code.

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

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

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

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

Dated: _____, 2020
Houston, Texas

MARVIN ISGUR
UNITED STATES BANKRUPTCY JUDGE

Exhibit A

Intelsat Agreement

Speedcast Communications Inc.
 c/o 4400 S. Sam Houston Parkway East
 Houston, TX 77048 USA

April 21, 2020

David Tolley
 EVP and CFO
 Intelsat US LLC
 7900 Tysons One Place
 McLean, VA 22102-5972

Delivered by Email

Re: Commercial relationship between Intelsat and Speedcast

Ladies and Gentlemen:

This letter agreement (the “**Letter**”) sets forth the terms of an agreement between Speedcast Communications Inc. on behalf of itself and certain of its affiliated entities (“**Speedcast**”), on the one hand, and Intelsat US LLC on behalf of itself and certain of its affiliated entities (“**Intelsat**”), on the other hand, concerning the future commercial relationship between Speedcast and Intelsat.

<u>Terms</u>	
Payment to Intelsat	<p>By no later than April 28, 2020, Speedcast will make a one-time payment of \$24 million to Intelsat (the “Initial Payment”), which Initial Payment shall be solely on account of future performance of the Services (defined below) and cannot be applied by Intelsat against any past due amounts owing by Speedcast to Intelsat for services performed pursuant to those certain services contracts between Speedcast and Intelsat (the “Service Contracts”) unless and until the expiration of the Interim Period (as defined below).</p> <p>The Initial Payment shall be paid by Speedcast into a segregated account designated by Intelsat at a bank located in the United States that is acceptable to Intelsat and Speedcast and subject to an account control agreement in favor of Speedcast as set forth below (the “Segregated Account”), which Segregated Account shall not be used for any other purpose. Funds in the Segregated Account shall be deemed to be released to Intelsat, and such funds shall then become the property of Intelsat, to satisfy any amounts duly accrued by and payable to Intelsat (calculated daily on a pro rata basis) for provision of Services to Speedcast during the Interim Period. All funds in the Segregated Account shall be deemed held in trust for Speedcast until earned. If Intelsat breaches any of its obligations pursuant to this Letter (including as set forth below under “Provision of Services”), Intelsat and Speedcast agree the amount then remaining in the Segregated Account shall be returned immediately to Speedcast.</p> <p>To the extent funds in the Segregated Account are held by Intelsat, such funds shall be deemed to have been contributed to a trust, for the sole benefit of Speedcast (with Intelsat acting as trustee for Speedcast’s benefit) and shall not be released from such trust or become property of Intelsat until such funds are earned by Intelsat in accordance with the terms hereof.</p> <p>As additional protection in the event that, notwithstanding the foregoing, any portion of the Initial Payment that has not been fully earned by Intelsat is deemed to be property of Intelsat,</p>

	<p>Intelsat hereby grants to Speedcast a valid and enforceable lien and security interest in such amount, as security for the repayment of such amount to Speedcast to the extent not earned, and Intelsat and Speedcast hereby agree to (i) enter into (and use commercially reasonable efforts to cause the applicable bank to enter into) an account control agreement granting Speedcast control over the Segregated Account on terms acceptable to Intelsat and Speedcast and (ii) execute, deliver, file and/or register (or authorize and direct the execution, delivery, filing and/or registration of) any other documentation reasonably necessary to perfect such lien and security interest.</p>
Intelsat Condition	<p>The respective agreements, obligations, and duties of Intelsat and Speedcast under this Letter shall become effective solely upon Intelsat's receipt of the Initial Payment by April 28, 2020 and satisfaction of the DIP Condition (such date, the "Effective Date"). In the event that Speedcast fails to make the Initial Payment by April 28, 2020 and the DIP Condition is not satisfied, this Letter shall automatically terminate without any further action or notice by either Intelsat or Speedcast, and neither Intelsat nor Speedcast shall have any obligation or duties under this Letter whatsoever, and this Letter (including the releases in the paragraph titled "<i>Releases</i>" below) shall be null, void, and be of no force and effect.</p>
Chapter 11 Cases; DIP Financing	<p>If Speedcast, together with certain of its affiliates, (i) commences voluntary proceedings pursuant to title 11 of the United States Code, 11 U.S.C. §§ 101, et seq., as amended from time to time (the "Bankruptcy Code"), in the United States Bankruptcy Court for the Southern District of Texas case (the "Chapter 11 Cases") and (ii) secures a debtor-in-possession financing facility from certain of its existing lenders (such facility, the "DIP Financing"), the interim and final orders approving the DIP Financing (and/or other applicable "first day" and "second day" relief) shall (i) provide for releases of the Intelsat Released Parties by the Speedcast Consenting Parties, and the Speedcast Released Parties by the Intelsat Consenting Parties, as those terms are defined below, in each case on the respective terms set forth below in the paragraph titled "<i>Release</i>" (as applicable) or as otherwise reasonably acceptable to Intelsat and Speedcast, and (ii) (without prejudice to any terms that may in the future be agreed to in writing by Speedcast and Intelsat) shall modify the automatic stay imposed by section 362 of the Bankruptcy Code or otherwise to permit Intelsat to discontinue services in its sole discretion after the expiration of the Interim Period (the requirement to include the foregoing in the interim order approving the DIP Financing (and/or other applicable "first day" relief), the "DIP Condition").</p>
Intelsat Claim; No Further Consideration	<p>Speedcast and Intelsat agree that Intelsat will have a \$44 million claim in the Chapter 11 Cases, which claim will be treated in such Chapter 11 Cases entirely as a prepetition, general unsecured claim (the "Unsecured Claim").</p> <p>The Initial Payment and the Unsecured Claim represents Intelsat's entire and sole claim against Speedcast for (i) any past due amounts owing by Speedcast to Intelsat as of the date hereof (including under the Services Contracts and in connection with the Repayment Plan Agreement, as defined below) and (ii) any and all amounts due to Intelsat for the provision of Services to Intelsat during the Interim Period (as those terms are defined below) in accordance with the "Provision of Services" section of this Letter (the amounts described in (i) and (ii), collectively, the "Agreed Amounts"). Intelsat agrees that it shall not seek or make any claim for any additional payment, compensation or damages from Speedcast for the Agreed Amounts, including for Services performed during that time.</p>
Provision of Services	<p>From and after the Effective Date until June 30, 2020 (the "Interim Period"), Intelsat will provide, or cause to be provided, broadband uplink and related services to Speedcast (the "Services") in the same manner in which, and at the overall standards of quality and availability at which, such Services were provided to Speedcast immediately prior to March 20, 2020 pursuant to the Service Contracts, subject to certain adjustments to be agreed between the parties in respect of the Services provided by Intelsat during the Interim Period as required to reflect</p>

	<p>“turn downs” for end customers, in accordance with typical industry practices. This Letter shall be deemed a license in respect of Speedcast’s use of Intelsat bandwidth for the duration of the Interim Period.</p>
Forbearance	<p>During the Interim Period, provided that Speedcast does not materially breach the payment terms set forth above under “<i>Payment to Intelsat</i>”, Intelsat (x) shall forbear from exercising any rights (including any right of set-off) or remedies it may have against Speedcast under this Letter, the Service Contracts, or any agreement contemplated thereby or executed in connection therewith, as applicable, and under applicable law, in each case, with respect to any breaches, defaults, events of defaults or potential defaults by Speedcast (including, without limitation, pursuant to that certain Debt Repayment Plan Agreement dated October 25, 2019 (the “Repayment Plan Agreement”), and all notices delivered in connection therewith), and (y) notwithstanding the Notice of Termination, shall not terminate (or, unless otherwise agreed between Speedcast and Intelsat, materially reduce) the provision of Services to Speedcast. This forbearance provided herein shall survive any Intelsat Proceeding (as defined below).</p>
Release	<p>Upon the execution of this Letter, Speedcast, on behalf of itself and its predecessors, successors and assigns, subsidiaries, affiliates, current and former officers, directors, principals, shareholders, members, partners, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, management companies, and other professionals, in each case in their capacity as such (collectively, the “Speedcast Consenting Parties”), expressly and generally releases, acquits, and discharges (i) Intelsat and (ii) Intelsat’s respective predecessors, successors and assigns, subsidiaries, affiliates, and each of Intelsat’s and such entities’ respective current and former officers, directors, principals, shareholders, members, partners, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other professionals (collectively, the “Intelsat Released Parties”), from any and all claims, obligations, rights, suits, damages, causes of action, remedies, and liabilities whatsoever, including any derivative claims asserted or assertable on behalf of Speedcast, any claims asserted or assertable on behalf of any holder of any claim against or interest in Speedcast and any claims asserted or assertable on behalf of any other entity, whether known or unknown, foreseen or unforeseen, matured or unmatured, in law, equity, contract, tort, or otherwise, by statute or otherwise, that such Speedcast Consenting Parties (whether individually or collectively) ever had, now has, or may have, in each case, occurring or arising on or prior to this Letter in connection with the commercial relationship between Intelsat and Speedcast, including the provision of and payment for Services under the Service Contracts.</p> <p>Upon the execution of this Letter, Intelsat, on behalf of itself and its predecessors, successors and assigns, subsidiaries, affiliates, current and former officers, directors, principals, shareholders, members, partners employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, management companies, and other professionals, in each case in their capacity as such (collectively, the “Intelsat Consenting Parties”), expressly and generally releases, acquits, and discharges (i) Speedcast and (ii) Speedcast’s respective predecessors, successors and assigns, subsidiaries, affiliates, and each of Intelsat’s and such entities’ respective current and former officers, directors, principals, shareholders, members, partners, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other professionals (collectively, the “Speedcast Released Parties”), from, other than the Unsecured Claim, any and all claims, obligations, rights, suits, damages, causes of action, remedies, and liabilities whatsoever, including any derivative claims asserted or assertable on behalf of Intelsat, any claims asserted or assertable on behalf of any holder of any claim against or interest in Intelsat and any claims asserted or assertable on behalf of any other entity, whether known or unknown, foreseen or unforeseen, matured or unmatured, in law, equity, contract, tort, or otherwise, by statute or otherwise, that such Intelsat Consenting Parties (whether individually or collectively) ever had, now has, or may have, in each case, occurring or</p>

	<p>arising on or prior to the date of this Letter in connection with the commercial relationship between Intelsat and Speedcast, including the provision of and payment for Services under the Service Contracts.</p>
<p>Waiver</p>	<p>Upon the Effective Date, except for a Force Majeure Event (as defined in that certain Service Contract (Agreement No. 8512) between Speedcast and Intelsat dated December 23, 2003), Intelsat hereby irrevocably and unconditionally waives any and all rights it may have to excuse performance of its obligation to provide the Services pursuant to this Letter (including, without limitation, as a result of or in any way in connection with any ongoing global pandemic or epidemic, or any economic or financial conditions or distress impacting Intelsat or the industries in which it operates, or any bankruptcy or other insolvency proceeding (the “Specified Events”)), and covenants not to assert any such claim or take any action to voluntarily turn off or not provide the Services during the Interim Period. Notwithstanding anything to the contrary herein or in any Service Contract, none of the Specified Events shall constitute a Force Majeure Event.</p> <p>Speedcast hereby irrevocably and unconditionally waives any and all rights it may have after the Interim Period to object to, contest, or otherwise dispute Intelsat’s discontinuance of the Services, and covenants not to assert any such claim, including by asserting that such discontinuance is prohibited by or violates the automatic stay imposed by section 362 of the Bankruptcy Code or otherwise (without prejudice to any terms that may in the future be agreed to in writing by Speedcast and Intelsat).</p> <p>Intelsat and Speedcast acknowledges that the agreements contained in this paragraph titled “<i>Waiver</i>” are an integral part of the settlement agreed herein and constitute a material inducement upon which Speedcast and Intelsat, respectively, is relying and will rely upon in entering into the this Agreement, and that without these agreements, Speedcast and Intelsat, respectively, would not have entered into this Letter.</p>

This Letter shall be governed by the laws of the State of New York without giving effect to any choice or conflict of laws provision or rule (whether of the State of New York or any other jurisdiction).

The parties consent to the non-exclusive jurisdiction of any state or federal court sitting in New York, New York in respect of any claim, action, suit, arbitration, inquiry, complaint, proceeding or investigation, whether at law or at equity, by or before any court or other governmental authority, arbitrator or mediator arising out of or relating to this Letter or the transactions contemplated hereby.

This Letter sets forth the entire agreement among Speedcast and Intelsat with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, among Speedcast and Intelsat with respect to the subject matter hereof (including, without limitation, the terms of the Repayment Plan Agreement, and any notices given thereunder or in connection therewith, or any other documentation or correspondence between Intelsat and Speedcast prior to the date hereof).

The parties hereby acknowledge and agree that this Letter is confidential, and except as required by law, regulation, court order or applicable stock exchange rules or regulations, shall not be shared with any party other than Speedcast or Intelsat (and their respective board of directors, officers, employees, professional advisors and their creditors who are bound by confidentiality arrangements) without the consent of Speedcast and Speedcast’s lenders or Intelsat (as applicable) (which consent shall not be unreasonably withheld, conditioned or delayed).

This Letter may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Letter delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

This Letter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

The parties understand and agree that irreparable damage would occur in the event that any provision of this Letter were not performed in accordance with its terms and further agree that, although monetary damages may be available for the breach of such covenants and undertakings, monetary damages alone would be an inadequate remedy therefor. Accordingly, each party hereto agrees, on behalf of itself and its Affiliates, that in the event of any breach or threatened breach of the Letter by another party, each party shall be entitled to an injunction or injunctions, specific performance and other equitable relief to prevent or restrain breaches or threatened breaches of this Letter, and to specifically enforce the terms and provisions of this Letter to prevent breaches or threatened breaches of, or to enforce compliance with, the terms and provisions of this Letter. Any party seeking an injunction or injunctions to prevent breaches of this Letter or to enforce specifically the terms and provisions of this Letter shall not be required to provide, furnish or post any bond or other security in connection with or as a condition to obtaining any such order or injunction, and each party hereby irrevocably waives any right it may have to require the provision, furnishing or posting of any such bond or other security or to object to such relief based on a lack of bond or other security. In the event that any action, claim, suit or proceeding should be brought in equity to enforce the provisions of this Letter, no party shall allege, and each party hereto hereby waives the defense, that there is an adequate remedy at law.

Neither this Letter nor any term hereof may be amended other than by an instrument in writing signed by each of the parties hereto. No provision of this Letter may be waived, discharged or terminated other than by an instrument in writing signed by the party against whom the enforcement of such waiver, discharge or termination is sought.

Please evidence your acceptance of, and agreement to, the terms and conditions of this Letter by executing and returning an executed copy of this Letter to the address first written above.

Yours sincerely,

**Speedcast Communications, Inc. (for itself
and its affiliated entities)**

By: _____

Joe Spytak
President

Acknowledged and Agreed:

Intelsat US LLC (for itself and its affiliated entities)

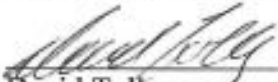
By: 
David Tolley
EVP and CFO

Exhibit B

Blackline

**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. <u>—21</u>

**FINAL ORDER (I) AUTHORIZING DEBTORS TO PAY PREPETITION
OBLIGATIONS TO (A) CRITICAL VENDORS, (B) FOREIGN CREDITORS,
(C) LIEN CLAIMANTS, AND (D) 503(b)(9) CLAIMANTS; (II) APPROVING LETTER
AGREEMENT WITH INTELSAT US LLC; AND (III) GRANTING RELATED RELIEF**

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 105(a), 363(b), and 503(b)(9) of the Bankruptcy Code and Bankruptcy Rules 6003, 6004 and 9019 (i) authorizing the Debtors to pay, in their sole discretion, amounts owed to (a) the Critical Vendors; (b) the Foreign Creditors; (c) the Lien Claimants; and (d) the 503(b)(9) Claimants; (ii) approving certain terms of a letter agreement between Speedcast Communications Inc. (“**SCI**”), on behalf of itself and certain of the other Debtors, and Intelsat US LLC and certain of its affiliated entities (“**Intelsat**”); and (iii) 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

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 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.

U.S.C. §1334; and consideration of the Motion and the requested relief being a 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 having 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 Debtors are authorized, but not directed, pursuant to sections 105(a), 363(b), and 503(b)(9) of the Bankruptcy Code, in the reasonable exercise of their business judgment, to honor, pay, or otherwise satisfy the prepetition Vendor Claims for the Critical Vendors, the Foreign Claims, the Lien Claims, and the 503(b)(9) Claims; provided, however, that payment on account of the such claims shall not exceed an aggregate amount of \$4.20 million, inclusive of any amounts previously paid under the Interim Order.

2. The Debtors are authorized, but not directed, pursuant to sections 105(a), 363(b), and 503(b)(9) of the Bankruptcy Code, in the reasonable exercise of their business judgment, to honor, pay, or otherwise satisfy the prepetition Foreign Claims for the Foreign

Creditors upon such terms and in the manner provided for in this Final Order and in the Motion; provided, however, that payment on account of the Foreign Claims shall not exceed an aggregate amount of \$5.20 million, inclusive of any amounts previously paid under the Interim Order.

3. The Debtors are authorized, but not directed, pursuant to sections 105(a), 363(b), and 503(b)(9) of the Bankruptcy Code, in the reasonable exercise of their business judgment, to honor, pay, or otherwise satisfy the prepetition Lien Claims for the Lien Claimants upon such terms and in the manner provided for in this Final Order and in the Motion; provided, however, that payment on account of the Lien Claims shall not exceed an aggregate amount of \$910,000, inclusive of any amounts previously paid under the Interim Order.

4. The Debtors are authorized, but not directed, pursuant to sections 105(a), 363(b), and 503(b)(9) of the Bankruptcy Code, in the reasonable exercise of their business judgment, to honor, pay, or otherwise satisfy the undisputed prepetition 503(b)(9) Claims for the 503(b)(9) Claimants, upon such terms and in the manner provided for in this Final Order and in the Motion; provided, however, that payment on account of the 503(b)(9) Claims shall not exceed an aggregate amount of \$3.1 million, inclusive of any amounts previously paid under the Interim Order.

5. The Debtors shall undertake all appropriate efforts to cause the Vendor Claimants to enter into Trade Agreements with the Debtors as a condition of payment of each such Vendor Claimant's Vendor Claims. The Debtors are authorized to negotiate, modify, or amend the form of a Trade Agreement in its reasonable business judgment, which shall be subject to review by the advisors to the Ad Hoc Group of Secured Lenders in accordance with the DIP Order and the DIP Documents, including, without limitation, section 6.09(a)(vi) of the DIP Credit Agreement (as defined in the DIP Order).

6. The Debtors are authorized, but not directed, to condition payment of the Vendor Claims upon entry into corresponding Trade Agreements in the exercise of their reasonable business judgment.

7. Any party who accepts payments from the Debtors of a Vendor Claim (regardless of whether a Trade Agreement has been executed) shall take all actions necessary to remove any liens on the Debtors' assets such party may have based on such Vendor Claim at such party's sole expense.

8. If, either after executing a Trade Agreement or receiving notification of the Disgorgement Procedures, a Vendor Claimant accepts payment pursuant to the relief requested by the Motion and thereafter does not continue to provide goods and services to the Debtors on the Customary Trade Terms (regardless of whether a Trade Agreement has been executed), and subject to any Trade Agreement that may be executed between the Debtors and such Vendor Claimant, 14 days after receipt by the Vendor Claimant of a notice of non-performance and if no objection with the Court has been filed: (a) such payment may be deemed by the Debtors to be an improper postpetition transfer on account of a prepetition claim and, therefore, will be immediately recoverable by the Debtors in cash upon written request; (b) upon recovery by the Debtors of such payment, any prepetition claim of such Vendor Claimant shall be reinstated as if the payment by the Debtors had not been made in the first instance; and (c) if there exists an outstanding postpetition balance due from the Debtors to such Vendor Claimant, then the Debtors may elect to recharacterize and apply any payment made by the Debtors to such Vendor Claimant (if the Debtors would be permitted to pay such Vendor Claimant in cash in accordance with the DIP Order and the DIP Documents) pursuant to the relief requested by the Motion to such outstanding postpetition balance, and such Vendor Claimant will be required to

repay to the Debtors such paid amounts exceeding the postpetition obligations then outstanding from the Debtors to such Vendor Claimant without the right of any setoffs, claims, provisions for payment of any claims, or otherwise.

9. Nothing herein shall impair or prejudice the Debtors' ability to contest, in their sole discretion, the extent, perfection, priority, validity, or amount of any of the Critical Vendor Claims, the Foreign Claims, the Lien Claims, or the 503(b)(9) Claims.

10. The Debtors may identify additional Critical Vendors, Foreign Creditors, Lien Claimants, or 503(b)(9) Claimants, and/or additional [prepetition](#) Critical Vendor Claims, Foreign Claims, Lien Claims, or 503(b)(9) Claims, sought to be paid in the ordinary course of business by giving a Critical Vendor Notice [on \(i\) counsel for the Ad Hoc Group of Secured Lenders, \(ii\) counsel for any statutory committee appointed in these chapter 11 cases, and \(iii\) the Office of the United States Trustee for the Southern District of Texas](#); provided that the payment of any additional Critical Vendors, Foreign Creditors, Lien Claimants, or 503(b)(9) Claimants, and/or additional Critical Vendor Claims, Foreign Claims, Lien Claims, or 503(b)(9) Claims shall be subject to the terms of the DIP Order and the DIP Documents.

11. Parties receiving the Critical Vendor Notice shall have 14 days after service of a Critical Vendor Notice to file an objection with the Court. If no objection is timely filed, the Debtors are authorized to pay the Critical Vendor Claims set forth on such Critical Vendor Notice pursuant to the terms of this Final Order. If an objection is timely filed, the matter shall be considered by this Court at the next available hearing date.

12. The mutual releases in the Intelsat Agreement attached ~~to the~~ [Motion hereto](#) as [Exhibit C, A](#) are hereby approved and Intelsat is hereby deemed to have a general unsecured claim against the Debtors in the amount of \$44 million; provided, that such

claim represents Intelsat's entire and sole claim against the Debtors for (i) any prepetition amounts owing by the Debtors to Intelsat and (ii) any and all amounts due to Intelsat for the provision of services through June 30, 2020.

13. Intelsat will provide broadband uplink and related services to the Debtors through June 30, 2020, in the same manner and on the same terms as previously provided; provided that, and without prejudice to any future terms agreed upon in writing between the parties, the automatic stay shall not prohibit Intelsat from discontinuing services after June 30, 2020.

14. The Banks are authorized to receive, process, honor, and pay any and all checks issued, or to be issued, and electronic funds transfers requested, or to be requested, by the Debtors relating to the Critical Vendor Claims, the Foreign Claims, the Lien Claims, or the 503(b)(9) Claims, to the extent that sufficient funds are on deposit in available funds in the applicable bank accounts to cover such payments. The Banks are authorized to accept and rely on all representations made by the Debtors with respect to which checks, drafts, wires, or automated clearing house transfers should be honored or dishonored in accordance with this or any other order of this Court, whether such checks, drafts, wires, or transfers are dated prior to, on, or subsequent to the Petition Date, without any duty to inquire otherwise.

15. 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 Debtors' 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.

16. The Debtors are authorized, but not directed, to issue new postpetition checks, or effect new electronic funds transfers, and to replace any prepetition checks or electronic fund transfer requests that may be lost or dishonored or rejected as a result of the commencement of the Debtors’ chapter 11 cases with respect to any prepetition amounts that are authorized to be paid pursuant to this Final Order.

17. No payment shall be made to any insider or any affiliate of an insider pursuant to this Order on account of a prepetition claim without further order of the Court.

18. The Debtors shall maintain a matrix/schedule of amounts directly and indirectly paid, subject to the terms and conditions of this Interim Order, including the following information: (a) the names of the payee; (b) the amount of the payment; (c) the category or type of payment, as further described and classified in the Motion; (d) the Debtor or Debtors that made the payment; and (e) the payment date. The Debtors shall provide a copy of such matrix/schedule to the U.S. Trustee and any statutory committee appointed in these chapter 11 cases on the last day of every month beginning May 31, 2020, which requirement may be waived with the consent of the U.S. Trustee and the statutory committee of unsecured creditors, if any, appointed in these chapter 11 cases.

19. ~~17.~~ Nothing contained in the Motion or this Final Order or any payment made pursuant to the authority granted by this Final 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, (vi) an admission as to the validity of any liens satisfied pursuant to this Motion, or (vii) an approval, assumption, adoption, or rejection of any agreement, contract, lease, program, or policy under section 365 of the Bankruptcy Code.

20. ~~18.~~ Notice of the Motion is adequate under Bankruptcy Rule 6004(a).

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

22. ~~20.~~ The Debtors are authorized to take all actions necessary or appropriate to carry out the relief granted in this Final Order.

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

Dated: _____, 2020
Houston, Texas

MARVIN ISGUR
UNITED STATES BANKRUPTCY JUDGE

Exhibit A

Intelsat Agreement