

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 ORDER (I) AUTHORIZING DEBTORS TO CONTINUE USE OF THEIR EXISTING CASH MANAGEMENT SYSTEM, INCLUDING (A) MAINTAIN EXISTING BANK ACCOUNTS, (B) CONTINUE INTERCOMPAY TRANSACTIONS, (C) CONTINUE TO PAY BANK FEES, (D) CONTINUE USING CREDIT CARDS; (II) GRANTING AN EXTENSION TO COMPLY WITH REQUIREMENTS OF 11 U.S.C. § 345(b); AND (III) GRANTING RELATED RELIEF

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 *Motion of Debtors for Interim and Final Orders (I) Authorizing Debtors to Continue Use of Their Existing Cash Management System, Including (A) Maintain Existing Bank Accounts (B) Continue Intercompany Transactions, (C) Continue to Pay Bank Fees, (D) Continue Using Credit Cards; (II) Granting A Waiver of the Requirements of 11 U.S.C. § 345(b); And (III) Granting Related Relief* [Docket No. 11] (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**”).

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.



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 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 18, 2020
Houston, Texas

Respectfully submitted,

/s/ Alfredo R. Pérez

WEIL, GOTSHAL & MANGES LLP
Alfredo R. Pérez (15776275)
Brenda L. Funk (24012664)
Stephanie N. Morrison (admitted *pro hac vice*)
700 Louisiana Street, Suite 1700
Houston, Texas 77002
Telephone: (713) 546-5000
Facsimile: (713) 224-9511
Email: Alfredo.Perez@weil.com
Brenda.Funk@weil.com
Stephanie.Morrison@weil.com

-and-

WEIL, GOTSHAL & MANGES LLP
Gary T. Holtzer (admitted *pro hac vice*)
Kelly DiBlasi (admitted *pro hac vice*)
David N. Griffiths (admitted *pro hac vice*)
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007
Email: Gary.Holtzer@weil.com
Kelly.DiBlasi@weil.com
David.Griffiths@weil.com

-and-

WEIL, GOTSHAL & MANGES LLP
Paul R. Genender (00790758)
Amanda Pennington Prugh (24083646)
Jake R. Rutherford (24102439)
200 Crescent Court, Suite 300
Dallas, Texas 75201
Telephone: (214) 746-7877
Facsimile: (214) 746-7777
Email: Paul.Genender@weil.com
Amanda.PenningtonPrugh@weil.com
Jake.Rutherford@weil.com

*Proposed Attorneys for Debtors
and Debtors in Possession*

Certificate of Service

I hereby certify that, on May 18, 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.²	§	(Jointly Administered)
	§	Re: Docket Nos. 11 & 59

**FINAL ORDER (I) AUTHORIZING DEBTORS TO CONTINUE USE OF
THEIR EXISTING CASH MANAGEMENT SYSTEM, INCLUDING
(A) MAINTAIN EXISTING BANK ACCOUNTS, (B) CONTINUE INTERCOMPAY
TRANSACTIONS, (C) CONTINUE TO PAY BANK FEES, (D) CONTINUE
USING CREDIT CARDS; (II) GRANTING AN EXTENSION TO COMPLY WITH
REQUIREMENTS OF 11 U.S.C. § 345(b); AND (III) GRANTING RELATED RELIEF**

Upon the motion, dated April 23, 2020 (the “**Motion**”)³ 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 for (i) authority to continue operating their existing Cash Management System, including to: (a) maintain Bank Accounts listed in Schedule 1 to the Motion and maintenance of existing Business Forms; (b) perform and honor certain Intercompany Transactions and that Intercompany Claims arising from these Intercompany Transactions should be granted administrative claim status; (c) pay Bank Fees; (d) continue using Credit Cards and pay all obligations related thereto, each in the ordinary course of business and consistent with the Debtors’ prepetition practices; (ii) waiver of the requirements of

² 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.

³ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

11 U.S.C. § 345(b); 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 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 entered an order granting the relief requested in the Motion on an interim basis; 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 363(c) and 105(a) of the Bankruptcy Code, and subject to the authorization of the Debtor's use of cash collateral and/or any budget in connection therewith (in either case, the "**DIP Order**"), to continue to manage their cash pursuant to the Cash Management System, to collect and disburse cash in accordance with the Cash Management System, including Intercompany Transactions, and to make ordinary course changes to their Cash Management System, without further order of the Court, including by agreement with the Banks; *provided*, that, in addition to any notice requirements or

other terms set forth in the DIP Order or the DIP Documents, the Debtors shall provide advance notice of any changes, and seven (7) business days' advance notice of any material changes, to the Cash Management System to the U.S. Trustee, any statutory committee appointed in these chapter 11 cases, the DIP Agent and the Prepetition Agent (each as defined in the DIP Order) and counsel to the Ad Hoc Group of Secured Lenders; *provided, further*, that such actions are in compliance with, and not prohibited or restricted by, the terms of the DIP Order and the DIP Documents.

2. Pursuant to section 105(a) of the Bankruptcy Code, the Banks are authorized to continue to honor transfers, as directed by the Debtors, of funds among the Bank Accounts and from the Bank Accounts to the Debtors and Non-Debtor Affiliates after the Petition Date (to the extent the Debtors have sufficient funds, whether deposited prior to or after the Petition Date in the requisite Bank Account or otherwise available to cover and permit payment thereof).

3. The Debtors are authorized to continue to engage in the ordinary course Intercompany Transactions with the Debtors and Non-Debtor Affiliates, and to document such lending by Intercompany Transactions in accordance with the Company's prepetition practices; provided, that the Debtors shall not be authorized by this Order to undertake any Intercompany Transactions or set off mutual postpetition obligations relating to intercompany receivables and payables that are (x) not on the same terms as, or materially consistent with, the Debtors' operation of their business in the ordinary course of business during the prepetition period or (y) prohibited or restricted by the terms of the DIP Order or the DIP Documents.

4. Intercompany Claims against the Debtors or Non-Debtor Affiliates that arise postpetition from the Intercompany Transactions are granted administrative claim status pursuant to section 503(b) of the Bankruptcy Code, subject and junior to the claims, including

adequate protection claims, granted in connection with the DIP Facility, in accordance with the DIP Order.

5. The Debtors shall maintain accurate records of all Intercompany Transactions so that all postpetition transfers and transactions shall be adequately and promptly documented in, and readily ascertainable from, its books and records, to the same extent maintained by the Debtors before the Petition Date. The Debtors shall make such records available upon reasonable request by the U.S. Trustee and any statutory committee appointed in these chapter 11 cases.

6. The Debtors are further authorized to (i) designate, maintain, and continue to use any or all of their existing Bank Accounts in the ordinary course of business, including those listed on **Schedule 1** annexed hereto, in the names and with the account numbers existing immediately before the Petition Date, (ii) to the extent of available funds, deposit funds in, and withdraw funds from, such accounts by all usual means, including, without limitation, checks, wire transfers, ACH transfers, and other debits, (iii) pay any Bank Fees or other charges associated with the Bank Accounts, whether arising before or after the Petition Date, and (iv) treat their prepetition Bank Accounts for all purposes as debtor in possession accounts.

7. The Debtors are authorized to continue using, and performing their obligations under, the Credit Cards.

8. Except as otherwise provided in this Order, the Banks are authorized and directed to continue to maintain, service, and administer the Bank Accounts without interruption and in the usual and ordinary course of business, and to receive, process, honor, and pay all checks, drafts, wires, or other transfers by the holders or makers thereof, as the case may be, to the extent that the Debtor has sufficient funds standing to its credit with such Bank; provided, that nothing

contained herein shall (i) require the Banks to honor any check, ACH transfer, draft wire, or other transfer unless the account has good and collected funds at the time of the requested action or (ii) authorize the Banks to honor any check, check transfer, draft, wire, or other transfer issued or dated before the Petition Date, except as otherwise provided herein or by other order of this Court. The Banks are authorized to rely upon and accept and honor all representations and instructions from the Debtor as to which check, ACH transfer, draft, wire, or other transfer drawn or issued by the Debtor before the Petition Date should be honored pursuant to an order of this Court, and shall not have any liability to any party for (a) relying on this Order or the representations or instructions by the Debtor as provided for herein or any other order of this court or (b) honoring or not honoring any check, ACH transfer, draft, wire, or other transfer in a good-faith belief that the Court has or has not authorized the honoring of such check, ACH transfer, draft, wire, or other such transfer.

9. The Banks are authorized to debit the Bank Accounts in the ordinary course of business, to the extent of available funds, without the need for further order of this Court for: (i) all checks drawn on the Bank Accounts which are cashed or exchanged for cashier's checks by the payees thereof prior to the Petition Date; (ii) all checks or other items deposited in one of the Bank Accounts prior to the Petition Date which have been dishonored or returned unpaid for any reason, together with any fees and costs in connection therewith, to the same extent the Debtor was responsible for such items prior to the Petition Date; and (iii) all undisputed amounts outstanding as of the date hereof, if any, owed to the Banks as service charges for the maintenance of the Cash Management System, including, without limitation, any service charges associated with the Bank Accounts whether arising before or after the Petition Date.

10. Except as otherwise provided herein and subject to the DIP Orders, nothing contained herein shall prevent the Debtors from closing any Bank Account(s) in the ordinary

course and in accordance with their prepetition practices as they may deem necessary and appropriate. Any relevant Bank is authorized to honor the Debtors' requests to close such Bank Account(s) and the Debtors shall give three (3) days' notice of the closure of any account to the U.S. Trustee and to the DIP Agent and the Prepetition Agent (each as defined in the DIP Order), counsel to the Ad Hoc Group of Secured Lenders, and any statutory committee appointed in these cases.

11. To the extent any of the Debtors' Bank Accounts are not in compliance with section 345(b) of the Bankruptcy Code or any of the U.S. Trustee's requirements or guidelines, the Debtors shall have until June 5, 2020, without prejudice to seeking an additional extension, to work with the U.S. Trustee regarding the Debtors' compliance with section 345(b) of the Bankruptcy Code and any of the U.S. Trustee's requirements or guidelines in connection with the Debtors' foreign bank accounts. If the Debtors and the U. S. Trustee cannot reach an agreement, the Debtors shall schedule a hearing to seek further relief from the Court.

12. The Debtors are authorized to use their existing Business Forms and not print "debtor in possession" on any of their Business Forms, and any otherwise applicable requirement that the Debtors print "Debtor in Possession" on any new checks ordered during the chapter 11 cases, or that the Debtors change their system for electronic generation of checks and Business Forms to reflect their status as debtors in possession, is hereby waived; provided, that once they have exhausted their existing stock of Business Forms, the Debtors shall ensure that any new Business Forms are clearly labeled "Debtor In Possession" and with respect to any Business Forms that exist or are generated electronically, the Debtors shall ensure that such electronic Business Forms are clearly labeled "Debtor In Possession" within 10 business days.

13. As soon as practicable after entry of this Final Order, the Debtors shall serve a copy of this Final Order on the Banks.

14. 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) DIP Documents, and/or (2) 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.

15. Except as otherwise herein, nothing contained in 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 or limitation of the Debtors' or any appropriate party-in-party in interest's rights to dispute the amount of, basis for, or validity of any claim, (iii) a waiver of the Debtors' or any other party-in-interest's rights under the Bankruptcy Code or any other applicable nonbankruptcy law, or (iv) an approval, adoption, 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, or lease under section 365 of the Bankruptcy Code

16. Under the circumstances of these chapter 11 cases, notice of the Motion is adequate under Bankruptcy Rule 6004(a).

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

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

19. 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

Schedule 1

Bank Accounts

Legal Entity	Country	Bank (FTI Name)	Last 4 Digits of Acct. No.
CapRock Communications (Australia) Pty Ltd	Australia	Citibank	3018
CapRock Communications (Australia) Pty Ltd	Australia	Citibank	3026
CapRock Communications Pte. Ltd.	Singapore	Citibank	3013
CapRock Communications Pte. Ltd.	Singapore	Citibank	3005
CapRock Comunicações do Brasil Ltda	Brazil	Citibank	9028
CapRock Comunicações do Brasil Ltda	Brazil	Banco Bradesco S.A	6278
CapRock Comunicações do Brasil Ltda	Brazil	Banco Itaú S.A	6699
CapRock Participações do Brasil Ltda.	Brazil	Citibank	7018
CapRock UK Limited	UK	Barclays Bank PLC	3033
CapRock UK Limited	UK	Barclays Bank PLC	2819
CapRock UK Limited	UK	Barclays Bank PLC	7411
CapRock UK Limited	UK	Citibank	3972
CapRock UK Limited	UK	Citibank	3964
CapRock UK Limited	UK	Citibank	3980
CCI Services Corp.	Equatorial Guinea	Citibank	9672
CCI Services Corp.	United States	Citibank	9937
Evolution Communications Group. Ltd.	South Africa	Citibank	1039
Globecomm Europe B.V.	Netherlands	ABN AMRO Bank N.V	1777
Globecomm Europe B.V.	Netherlands	ABN AMRO Bank N.V	1925
Globecomm Europe B.V.	Netherlands	ABN AMRO Bank N.V	1409
Globecomm Europe B.V.	Netherlands	Citibank	0855
Globecomm Europe B.V.	Netherlands	Citibank	4710
Globecomm Network Services Corporation	United States	Citibank	8333
Globecomm Network Services Corporation	United States	Citibank	2353
Hermes Datacommunications International Limited	Kazakhstan	Halyk Bank	6207
Hermes Datacommunications International Limited	Kazakhstan	Halyk Bank	3739
Hermes Datacommunications International Limited	Turkmenistan	The State Bank for Foreign Economic Affairs of Turkmenistan	3000
Hermes Datacommunications International Limited	Turkmenistan	The State Bank for Foreign Economic Affairs of Turkmenistan	2000
Hermes Datacommunications International Limited	UK	Barclays Bank PLC	0595
Hermes Datacommunications International Limited	UK	Barclays Bank PLC	0555
Hermes Datacommunications International Limited	UK	Barclays Bank PLC	8777
Hermes Datacommunications International Limited	UK	Barclays Bank PLC	0124
Hermes Datacommunications International Limited	UK	Citibank	4006
Hermes Datacommunications International Limited	UK	Citibank	3999
Hermes Datacommunications International Limited	UK	Citibank	4014
Hermes Datacommunications International Limited	United Arab Emirates	Emirates National Bank Dubai	4601
Hermes Datacommunications International Limited	United Arab Emirates	Emirates National Bank Dubai	4602
Hermes Datacommunications International Limited	United Arab Emirates	Emirates National Bank Dubai	4603
Maritime Communication Services, Inc.	United States	Citibank	3936
Maritime Communication Services, Inc.	United States	Citibank	0992
NewCom International Inc.	United States	Citibank	7928
NewCom International Inc.	United States	Citibank	3616
Oceanic Broadband Solutions Pty Ltd	Papua New Guinea	Bank of South Pacific (BSP)	1278
Oceanic Broadband Solutions Pty Ltd	Australia	ANZ	8092
Oceanic Broadband Solutions Pty Ltd	Australia	ANZ	0001
Oceanic Broadband Solutions Pty Ltd	Papua New Guinea	ANZ	1215
Satellite Communications Australia Pty Ltd	Australia	Westpac	1066
SpeedCast Americas, Inc.	United States	Citibank	5022
SpeedCast Australia Pty Limited	Australia	ANZ	0001
SpeedCast Australia Pty Limited	Australia	ANZ	0001

Legal Entity	Country	Bank (FTI Name)	Last 4 Digits of Acct. No.
SpeedCast Australia Pty Limited	Australia	ANZ	8041
SpeedCast Australia Pty Limited	Australia	ANZ	0001
SpeedCast Canada Ltd.	Canada	Scotiabank - The Bank of Nova Scotia	1019
SpeedCast Canada Ltd.	Canada	Scotiabank - The Bank of Nova Scotia	7311
SpeedCast Communications, Inc.	United States	Citibank	5217
SpeedCast Communications, Inc.	United States	Citibank	0225
Speedcast Cyprus Ltd.	Cyprus	Bank of Cyprus	8043
Speedcast Cyprus Ltd.	Cyprus	Bank of Cyprus	8035
Speedcast Cyprus Ltd.	Greece	Piraeus Bank	2759
Speedcast Cyprus Ltd.	Greece	Piraeus Bank	2694
SpeedCast Cyprus Ltd.	Greece	Piraeus Bank	0306
SpeedCast Cyprus Ltd.	Greece	Piraeus Bank	0250
Speedcast France SAS	France	Societe Generale	1147
Speedcast France SAS	France	Societe Generale	1162
Speedcast France SAS	France	Citibank	1437
Speedcast France SAS	France	Citibank	1445
SpeedCast Group Holdings Pty Ltd	Australia	ANZ	0001
SpeedCast Group Holdings Pty Ltd	Australia	ANZ	8076
SpeedCast International Limited	Australia	ANZ	0001
SpeedCast International Limited	Australia	ANZ	8068
SpeedCast Limited	Hong Kong	HSBC	1001
SpeedCast Limited	Hong Kong	HSBC	3720
SpeedCast Limited	Hong Kong	HSBC	3720
SpeedCast Limited	Hong Kong	HSBC	3720
SpeedCast Limited	Hong Kong	HSBC	3720
SpeedCast Limited	Hong Kong	HSBC	3720
SpeedCast Managed Services Pty Limited	Australia	ANZ	0001
SpeedCast Managed Services Pty Limited	Australia	ANZ	9225
SpeedCast Netherlands B.V.	Netherlands	ING Bank	3399
SpeedCast Netherlands B.V.	Netherlands	ING Bank	2680
SpeedCast Netherlands B.V.	Netherlands	ING Bank	5510
SpeedCast Netherlands B.V.	Netherlands	ING Bank	1019
SpeedCast Netherlands B.V.	Netherlands	ING Bank	4817
SpeedCast Netherlands B.V.	Netherlands	Citibank	5733
SpeedCast Netherlands B.V.	Netherlands	Citibank	0863
SpeedCast Norway AS	Norway	Den Norske Bank ASA (DNB)	3023
SpeedCast Norway AS	Norway	Den Norske Bank ASA (DNB)	3058
SpeedCast Norway AS	Norway	Citibank	2925
SpeedCast Norway AS	Norway	Citibank	9121
SpeedCast Singapore Pte. Ltd.	Singapore	HSBC	6726
SpeedCast Singapore Pte. Ltd.	Singapore	HSBC	9178
SpeedCast UK Holdings Limited	UK	HSBC	3685
SpeedCast UK Holdings Limited	UK	HSBC	3693
SpeedCast UK Holdings Limited	UK	HSBC	3701
SpeedCast UK Holdings Limited	UK	HSBC	7594
SpeedCast UK Holdings Limited	UK	HSBC	7527
Telaurus Communications LLC	UK	JP Morgan	8345
Telaurus Communications LLC	UK	JP Morgan	0706
Telaurus Communications LLC	United States	JP Morgan	9032

Exhibit B

Blackline

**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)
	§	Re: Docket Nos. 11 , <u>59 & 80</u>

**FINAL ORDER (I) AUTHORIZING DEBTORS TO CONTINUE USE OF
THEIR EXISTING CASH MANAGEMENT SYSTEM, INCLUDING
(A) MAINTAIN EXISTING BANK ACCOUNTS, (B) CONTINUE INTERCOMPAY
TRANSACTIONS, (C) CONTINUE TO PAY BANK FEES, (D) CONTINUE
USING CREDIT CARDS; (II) GRANTING ~~A-WAIVER~~AN EXTENSION TO COMPLY
WITH
REQUIREMENTS OF 11 U.S.C. § 345(b); 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 for (i) authority to continue operating their existing Cash Management System, including to: (a) maintain Bank Accounts listed in Schedule 1 to the Motion and maintenance of existing Business Forms; (b) perform and honor certain Intercompany Transactions and that Intercompany Claims arising from these Intercompany Transactions should be granted administrative claim status; (c) pay Bank Fees; (d) continue using Credit Cards and pay all obligations related thereto, each in the ordinary course of business and consistent with the

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.

Debtors' prepetition practices; (ii) waiver of the requirements of 11 U.S.C. § 345(b); 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 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 entered an order granting the relief requested in the Motion on an interim basis; and this Court having held a hearing to consider the relief requested in the ~~re~~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 363(c) and 105(a) of the Bankruptcy Code, and subject to the authorization of the Debtor's use of cash collateral and/or any budget in connection therewith (in either case, the "DIP Order"), to continue to manage their cash pursuant to the Cash Management System, to collect and disburse cash in accordance with the Cash Management System, including Intercompany Transactions, and

to make ordinary course changes to their Cash Management System, without further order of the Court, including by agreement with the Banks; provided, that, in addition to any notice requirements or other terms set forth in the DIP Order or the DIP Documents, the Debtors shall provide advance notice of any changes, and seven (7) business days' advance notice of any material changes, to the Cash Management System to the U.S. Trustee, any statutory committee appointed in these chapter 11 cases, the DIP Agent and the Prepetition Agent (each as defined in the DIP Order) and counsel to the Ad Hoc Group of Secured Lenders; provided, further, that such actions are in compliance with, and not prohibited or restricted by, the terms of the DIP Order and the DIP Documents.

2. ~~1.~~ Pursuant to section 105(a) of the Bankruptcy Code, the Banks are authorized to continue to honor transfers, as directed by the Debtors, of funds among the Bank Accounts and from the Bank Accounts to the Debtors and Non-Debtor Affiliates after the Petition Date (to the extent the Debtors have sufficient funds, whether deposited prior to or after the Petition Date in the requisite Bank Account or otherwise available to cover and permit payment thereof).

3. ~~2.~~ The Debtors are authorized to continue to engage in the ordinary course Intercompany Transactions with the Debtors and Non-Debtor Affiliates, and to document such lending by Intercompany Transactions in accordance with the Company's prepetition practices; provided, that the Debtors shall not be authorized by this Order to undertake any Intercompany Transactions or set off mutual postpetition obligations relating to intercompany receivables and payables that are (x) not on the same terms as, or materially consistent with, the Debtors' operation of their business in the ordinary course of business during the prepetition period or (y)

prohibited or restricted by the terms of the DIP Order or the DIP Documents ~~(each as defined below)~~.

4. ~~3.~~ Intercompany Claims against the Debtors or Non-Debtor Affiliates that arise postpetition from the Intercompany Transactions are granted administrative claim status pursuant to section 503(b) of the Bankruptcy Code, subject and junior to the claims, including adequate protection claims, granted in connection with the DIP Facility, in accordance with the DIP Order.

5. ~~4.~~ The Debtors shall maintain accurate records of all Intercompany Transactions so that all postpetition transfers and transactions shall be adequately and promptly documented in, and readily ascertainable from, its books and records, to the same extent maintained by the Debtors before the Petition Date. The Debtors shall make such records available upon reasonable request by the U.S. Trustee and any statutory committee appointed in these chapter 11 cases.

6. ~~5.~~ The Debtors are further authorized to (i) designate, maintain, and continue to use any or all of their existing Bank Accounts in the ordinary course of business, including those listed on **Schedule 1** ~~of the Motion~~ annexed hereto, in the names and with the account numbers existing immediately before the Petition Date, (ii) to the extent of available funds, deposit funds in, and withdraw funds from, such accounts by all usual means, including, without limitation, checks, wire transfers, ACH transfers, and other debits, (iii) pay any Bank Fees or other charges associated with the Bank Accounts, whether arising before or after the Petition Date, and (iv) treat their prepetition Bank Accounts for all purposes as debtor in possession accounts.

7. ~~6.~~ The Debtors are authorized to continue using, and performing their obligations under, the Credit Cards.

8. ~~7.~~ Except as otherwise provided in this ~~Interim~~ Order, the Banks are authorized and directed to continue to maintain, service, and administer the Bank Accounts without interruption and in the usual and ordinary course of business, and to receive, process, honor, and pay all checks, drafts, wires, or other transfers by the holders or makers thereof, as the case may be, to the extent that the Debtor has sufficient funds standing to its credit with such Bank; provided, that nothing contained herein shall (i) require the Banks to honor any check, ACH transfer, draft wire, or other transfer unless the account has good and collected funds at the time of the requested action or (ii) authorize the Banks to honor any check, check transfer, draft, wire, or other transfer issued or dated before the Petition Date, except as otherwise provided herein or by other order of this Court. The Banks are authorized to rely upon and accept and honor all representations and instructions from the Debtor as to which check, ACH transfer, draft, wire, or other transfer drawn or issued by the Debtor before the Petition Date should be honored pursuant to an order of this Court, and shall not have any liability to any party for (a) relying on this ~~Interim~~ Order or the representations or instructions by the Debtor as provided for herein or any other order of this court or (b) honoring or not honoring any check, ACH transfer, draft, wire, or other transfer in a good-faith belief that the Court has or has not authorized the honoring of such check, ACH transfer, draft, wire, or other such transfer.

9. ~~8.~~ The Banks are authorized to debit the Bank Accounts in the ordinary course of business, to the extent of available funds, without the need for further order of this Court for: (i) all checks drawn on the Bank Accounts which are cashed or exchanged for cashier's checks by the payees thereof prior to the Petition Date; (ii) all checks or other items

deposited in one of the Bank Accounts prior to the Petition Date which have been dishonored or returned unpaid for any reason, together with any fees and costs in connection therewith, to the same extent the Debtor was responsible for such items prior to the Petition Date; and (iii) all undisputed amounts outstanding as of the date hereof, if any, owed to the Banks as service charges for the maintenance of the Cash Management System, including, without limitation, any service charges associated with the Bank Accounts whether arising before or after the Petition Date.

10. ~~9.~~ Except as otherwise provided herein and subject to the DIP Orders, nothing contained herein shall prevent the Debtors from closing any Bank Account(s) in the ordinary course and in accordance with their prepetition practices as they may deem necessary and appropriate. Any relevant Bank is authorized to honor the Debtors' requests to close such Bank Account(s) and the Debtors shall give three (3) days' notice of the closure of any account to the U.S. Trustee and to the DIP Agent and the Prepetition Agent (each as defined in the DIP Order), counsel to the Ad Hoc Group of Secured Lenders, and any statutory committee appointed in these cases.

~~10. Section 345 of the Bankruptcy Code and any provision of the U.S. Trustee Guidelines requiring that the Bank Accounts be U.S. Trustee authorized depositories is waived with respect to the Bank Accounts existing as of the Petition Date.~~

11. To the extent any of the Debtors' Bank Accounts are not in compliance with section 345(b) of the Bankruptcy Code or any of the U.S. Trustee's requirements or guidelines, the Debtors shall have until June 5, 2020, without prejudice to seeking an additional extension, to work with the U.S. Trustee regarding the Debtors' compliance with section 345(b) of the Bankruptcy Code and any of the U.S. Trustee's requirements or guidelines in connection

with the Debtors' foreign bank accounts. If the Debtors and the U. S. Trustee cannot reach an agreement, the Debtors shall schedule a hearing to seek further relief from the Court.

12. ~~11.~~ The Debtors are authorized to use their existing Business Forms and not print "debtor in possession" on any of their Business Forms, and any otherwise applicable requirement that the Debtors print "Debtor in Possession" on any new checks ordered during the chapter 11 cases, or that the Debtors change their system for electronic generation of checks and Business Forms to reflect their status as debtors in possession, is hereby waived; provided, that once they have exhausted their existing stock of Business Forms, the Debtors shall ensure that any new Business Forms are clearly labeled "Debtor In Possession" and with respect to any Business Forms that exist or are generated electronically, the Debtors shall ensure that such electronic Business Forms are clearly labeled "Debtor In Possession" within 10 business days.

13. ~~12.~~ As soon as practicable after entry of this Final Order, the Debtors shall serve a copy of this Final Order on the Banks.

14. ~~13.~~ 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) DIP Documents, and/or (2) 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.

15. ~~14.~~ Except as otherwise herein, nothing contained in 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 or

limitation of the Debtors' or any appropriate party-in-~~party~~ ~~party~~-in interest's rights to dispute the amount of, basis for, or validity of any claim, (iii) a waiver of the Debtors' or any other party-in-interest's rights under the Bankruptcy Code or any other applicable nonbankruptcy law, or (iv) an approval, adoption, 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, or lease under section 365 of the Bankruptcy Code

16. ~~15.~~ Under the circumstances of these chapter 11 cases, notice of the Motion is adequate under Bankruptcy Rule 6004(a).

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

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

19. ~~18.~~ 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

~~THE HONORABLE~~ MARVIN ISGUR
UNITED STATES BANKRUPTCY JUDGE