

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> ,	§	
	§	
Debtors. ¹	§	Case No. 20-32243 (MI)
	§	(Joint Administration Requested)
	§	(Emergency Hearing Requested)

**EMERGENCY 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
INTERCOMPAY 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**

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.kecllc.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**” and together with their non-debtor affiliates, the “**Company**”), 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

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

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 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), 345(b), 363(b), 363(c) and 364(a), of the Bankruptcy Code and Bankruptcy Rules 6003 and 6004, the Debtors request an order (i) authorizing the Debtors to continue operating their existing cash management system (the "**Cash Management System**") in the ordinary course of business and consistent with past practices, as described herein, including to: (a) maintain existing bank accounts (the "**Bank Accounts**") at the existing banks (the "**Banks**") and maintain existing business forms; (b) perform and honor Intercompany Transactions (as defined below) with Debtors and, in limited circumstances, non-debtor affiliates ("**Non-Debtor Affiliates**") in the ordinary course of business and consistent with past practices and that Intercompany Claims arising from these Intercompany Transactions should be granted administrative claim status subject to the terms herein; (c) pay Bank Fees (as defined below); (d) continue the Debtors' credit card programs and pay prepetition amounts thereunder; (ii) granting a waiver of the requirements of 11 U.S.C.

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.

§ 345(b); and (iii) granting related relief in each case subject in all respects to the terms of the DIP Order and DIP Documents.⁴

5. A proposed form of order granting the relief requested herein on an interim basis is annexed hereto as **Exhibit A** (the “**Proposed Interim Order**”) and, pending a final hearing on the relief requested herein, on a final basis as **Exhibit B** (the “**Proposed Final Order**”), respectively.

Cash Management System

A. Overview

6. The Debtors’ Cash Management System consists of a centralized treasury function that oversees 200 Bank Accounts maintained at 40 Banks around the world with cash denominated in 35 different currencies. Of the Bank Accounts, 99 are held by the Debtors and the remaining 101 are held by Non-Debtor Affiliates. A list of the Debtors’ Bank Accounts is annexed hereto as **Schedule 1**.

7. The Cash Management System is designed to (i) collect funds and pay financial obligations on an entity-by-entity basis, and (ii) permit the Company to transfer excess cash between Bank Accounts on an as needed basis. The Cash Management System enables Speedcast to satisfy its operating needs, ensure cash availability and liquidity, pay obligations, and maintain control over the administration of its Bank Accounts.

⁴ “**DIP Order**” means any interim or final order entered in connection with the 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**”).

B. Central Banker Processes

8. Through a single treasury group, the Debtors' exercise the "central banker" powers essential to maintaining necessary liquidity throughout their operations around the world. Generally, funds paid by the Debtors' customers are deposited into a Bank Account owned by the applicable Debtor. Funds held in such accounts can then, as needed, be transferred to other Debtor Bank Accounts within the Cash Management System to, among other things, pay the Debtors' obligations to their suppliers, taxing authorities, employees and to otherwise support the Company's global operations. As described below, the Company records such Intercompany Transactions (defined below) in their books and records. The Debtors' ability to transfer funds is limited in certain circumstances because, in several jurisdictions in which the Debtors operate, local banking laws and regulations restrict the Debtors' ability to transfer funds to or from Bank Accounts in other jurisdictions.

9. By this Motion, the Debtors are seeking the authority to maintain the Cash Management System in the ordinary course of business.

C. Intercompany Transactions

10. To manage each entity's individual cash or operational needs, the Company engages in intercompany transactions (the "**Intercompany Transactions**") through which cash is transferred from one entity to another or an invoice is paid on another's behalf and a payable owed by the receiving entity is documented. These Intercompany Transactions are recorded either through (i) an executed intercompany note or loan (the "**Intercompany Loans**") or (ii) accounting entries in the books for the applicable entities. The Company tracks all Intercompany Transactions in its accounting systems and is able to ascertain, trace, and account for all Intercompany Transactions. Intercompany Transactions are settled or repaid on an ongoing basis. To the extent

that an entity incurs a payable in the course of any Intercompany Transactions, without settlement, an intercompany claim (an “**Intercompany Claim**”) arises in favor of such entity.

11. The Debtors are not seeking authority to pay or settle amounts outstanding on account of any prepetition Intercompany Transactions during the pendency of these chapter 11 cases and will look to settle Intercompany Transactions on a postpetition basis.

12. As part of its central banker process, to the extent an entity requires cash from the Cash Management System, the Company first seeks to settle existing postpetition Intercompany Claims to satisfy such funding needs before a new Intercompany Claim is created. Certain of the Debtors—namely Speedcast Limited and CapRock UK, among others—are net recipients under the Cash Management System and, accordingly, their continued access to cash through Intercompany Transactions is critical to their ongoing ability to pay employees, vendors, and other costs necessary to operate their businesses.

13. The Debtors expect that the Non-Debtor Affiliates will have sufficient funds to manage their operations during the pendency of the chapter 11 cases and will not need to engage in Intercompany Transactions with Debtors. However, out of an abundance of caution, the Debtors seek authority to continue Intercompany Transactions with respect to such entities solely to the extent the Debtors determine, in the exercise of their business judgment, that doing so preserves value for the benefit of the Debtors’ estates and creditors and is consistent with the DIP Order and the DIP Documents.

14. In certain circumstances, Debtors receive customer payments on behalf of Non-Debtor Affiliates in the ordinary course of business (the “**Affiliate Receipts**”) and remit such payments to the applicable Non-Debtor Affiliate. The Debtors are seeking authority to continue to remit Affiliate Receipts in the ordinary course of business.

15. The Debtors will keep records of any postpetition Intercompany Transactions and implement any additional account procedures necessary to identify and distinguish between prepetition and postpetition Intercompany Transactions.

D. Credit Card Program

16. In the ordinary course of business, the Debtors maintain company-paid credit cards (the “**Credit Cards**”). The Credit Cards are issued by eight credit card providers: American Express, ABN Amro, Australia New Zealand Bank, Bank of Italy, Bank of Cyprus, Bank of Valletta, Barclays and ING Bank (together the “**Credit Card Providers**”). In general, the Credit Cards are used for travel and expenses and various other corporate expenses, as well as small procurement purchases, marketing and professional development. On average, the Debtors incur liabilities of approximately \$500,000 per month on account of the Credit Cards. The Debtors request authority to continue to make all payments in connection with the Credit Cards in the ordinary course of business and consistent with the Debtors’ past practices.

E. Business Forms

17. In the ordinary course of business, the Debtors utilize numerous preprinted business forms. To minimize expenses to their estates and avoid confusion on the part of employees, customers, vendors, and suppliers during the pendency of these chapter 11 cases, the Debtors respectfully request that the Court authorize the Debtors to continue to use all preprinted checks, correspondence, and other business forms (collectively, the “**Business Forms**”) including, without limitation, checks, business cards, letterhead, envelopes, expense reports, purchase orders and invoices as such forms were in existence immediately before the Petition Date, without reference to the Debtors’ status as “Debtors in Possession,” rather than requiring the Debtors to incur the expense and delay of ordering entirely new Business Forms as required under the Operating Guidelines and Reporting Requirements for Debtors in Possession and Trustees

(the “**UST Operating Guidelines**”) published by the Office of the United States Trustee for Region 7 (the “**U.S. Trustee**”).

F. Bank Fees

18. In the ordinary course of business, the Debtors incur and pay, honor, or allow to be deducted from the appropriate Bank Accounts certain *de minimis* service charges and other fees, costs, and expenses charged by the Banks (the “**Bank Fees**”). To maintain the integrity of their Cash Management System, the Debtors request authority to pay the full amount of the Bank Fees, including fees for prepetition transactions that are charged postpetition, and to continue to pay the Bank Fees in the ordinary course of business postpetition. The Debtors also request that the Banks be authorized to charge-back returned items to the Bank Accounts, whether such items are dated before, on or after the Petition Date, in the ordinary course of business and consistent with prior practice.

Requested Relief Should Be Granted

A. Continuation of the Cash Management Systems is in the Best Interests of the Debtors and All Other Parties’ Interest

19. The Debtors’ business could not function without the efficient and established operation of the Cash Management System during the pendency of these chapter 11 cases. Further, requiring the Debtors to adopt a new cash management system at this early and critical stage of these cases would be expensive, create unnecessary administrative burdens, and be extraordinarily disruptive to the Company’s business operations, especially given the size of the Cash Management System. Any such disruption would have a severe and adverse impact upon the Debtors’ reorganization efforts. Accordingly, the Debtors seek authority to continue using the Cash Management System in the ordinary course as it did prior to the Petition Date, and

implement ordinary course changes to it as they may determine are beneficial to their estates consistent with past practice, and close any Bank Account in the ordinary course. The Bankruptcy Code provides for such relief.

20. Section 363(c)(1) of the Bankruptcy Code authorizes the debtor in possession to “enter into transactions, including the sale or lease of property of the estate, in the ordinary course of business. . . and may use property of the estate in the ordinary course of business without notice or a hearing.” The purpose of section 363(c)(1) is to provide a debtor in possession with the flexibility to engage in the ordinary transactions required to operate its business without unneeded oversight by its creditors or the court. *In re HLC Props., Inc.*, 55 B.R. 685, 686 (Bankr. N.D. Tex. 1985) (finding “no need to further burden the docket or the staff of the Court with a superfluous order” when a transaction is in the ordinary course of business); *Med. Malpractice Ins. Ass’n v. Hirsch (In re Lavigne)*, 114 F.3d 379, 384 (2d Cir. 1997); *Chaney v. Official Comm. of Unsecured Creditors of Crystal Apparel, Inc. (In re Crystal Apparel, Inc.)*, 207 B.R. 406, 409 (S.D.N.Y. 1997). Included within the purview of section 363(c) is a debtor’s ability to continue the “routine transactions” necessitated by a debtor’s cash management system. *Amdura Nat’l Distrib. Co. v. Amdura Corp. (In re Amdura Corp.)*, 75 F.3d 1447, 1453 (10th Cir. 1996). A cash management system allows a debtor “to administer more efficiently and effectively its financial operations and assets.” *In re Southmark Corp.*, 49 F.3d 1111, 1114 (5th Cir. 1995). Accordingly, section 363(c)(1) authorizes continuation of the Cash Management System as it operated prepetition without the Court’s approval.

21. Even if continuation of the Cash Management System and other relief requested herein were outside of the ordinary course of business, the Court may grant such relief pursuant to section 363(b) of the Bankruptcy Code. Section 363(b) of the Bankruptcy Code

provides, in relevant part, that “[t]he [debtor], after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate.” 11 U.S.C. § 363(b)(1). Courts in the Fifth Circuit have granted a debtor’s request to use property of the estate outside of the ordinary course of business pursuant to section 363(b) of the Bankruptcy Code upon a finding that such use is supported by sound business reasons. *See, e.g., In re BNP Petrol. Corp.*, 642 F. App’x 429, 435 (5th Cir. 2016); *In re Cont’l Air Lines*, 780 F.2d 1223, 1226 (5th Cir.1986) (“[F]or a debtor-in-possession or trustee to satisfy its fiduciary duty to the debtor, creditors and equity holders, there must be some articulated business justification for using, selling, or leasing the property outside the ordinary course of business.”); *see also In re Crutcher Res. Corp.*, 72 B.R. 628, 631 (Bankr. N.D. Tex. 1987) (“A Bankruptcy Judge has considerable discretion in approving a § 363(b) sale of property of the estate other than in the ordinary course of business, but the movant must articulate some business justification for the sale.”); *In re Terrace Gardens Park P’ship*, 96 B.R. 707, 714 (Bankr. W.D. Tex. 1989).

22. In addition, under section 1107(a) of the Bankruptcy Code, a debtor in possession has, among other things, the “implied duty of the debtor-in-possession to ‘protect and preserve the estate, including an operating business’ going-concern value.” *In re CEI Roofing, Inc.*, 315 B.R. 50, 59 (Bankr. N.D. Tex. 2004) (quoting *In re CoServ, L.L.C.*, 273 B.R. 487, 497 (Bankr. N.D. Tex. 2002)). Under section 105(a) of the Bankruptcy Code, “[t]he court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” *See CoServ*, 273 B.R. at 497 (holding that sections 105 and 1107 of Bankruptcy Code provide authority for a debtor-in-possession to pay prepetition claims); *see also In re Tusa-Expo Holdings, Inc.*, Case No. 08-45057-DML-11, 2008 WL 4857954, at *1 (Bankr. N.D. Tex. Nov. 7, 2008); *CEI Roofing*, 315 B.R. at 56; *In re Mirant Corp.*, 296 B.R. 427 (Bankr. N.D. Tex.

2003). Moreover, Bankruptcy Rule 6003 itself implies that the payment of prepetition obligations may be permissible within the first 21 days of a case where doing so is “necessary to avoid immediate and irreparable harm.” Accordingly, the Bankruptcy Code authorizes the postpetition payment of prepetition claims where, as here, such payments are critical to preserving the going-concern value of the debtors’ estates

23. Maintaining the existing Cash Management System is in the best interests of the Debtors’ estates and all parties in interest, and, therefore, should be approved. If the Debtors are required to alter the way in which they collect and disburse cash throughout the Cash Management System, their operations will experience severe disruptions, which ultimately would frustrate the Debtors’ ability to effectuate a restructuring and maximize the value of their estates.

24. Further, the Cash Management System provides significant benefits to the Debtors, including, subject to the DIP Order and the DIP Documents the ability to (i) ensure the maximum availability and of funds when and where necessary, including distributing funds to Debtors with immediate liquidity needs, and (ii) reduce costs and administrative expenses by facilitating the movement of funds and the development of more timely and accurate account information. Accordingly, the Debtors request that they be permitted to maintain and continue to use their existing Cash Management System and Bank Accounts to the extent set forth herein.

B. Maintenance of Debtors’ Existing Bank Accounts and Business Forms is Warranted

25. The UST Operating Guidelines a generally require that a chapter 11 debtor, among other things: (i) open new bank accounts at a depository approved by the U.S. Trustee; (ii) establish one debtor in possession account for all estate monies required for the payment of taxes (including payroll taxes); (iii) close all existing bank accounts and open new debtor in

possession accounts; (iv) maintain a separate debtor in possession account for cash collateral; (v) obtain checks that bear the designation “Debtor in Possession”; and (vi) reference the debtor’s bankruptcy case number and type of account on each such check. See UST Operating Guidelines § 2.

26. The Debtors request that the Court waive the requirements of the UST Operating Guidelines. Strict enforcement of the UST Operating Guidelines with respect to the Cash Management System will severely disrupt the Debtors’ ordinary financial operations by reducing efficiencies, increasing administrative burdens, and creating unnecessary expenses. These chapter 11 cases will be more orderly if the Debtors are permitted to maintain all Bank Accounts with the same account numbers during these cases. By preserving business continuity and avoiding the disruption and delay to the Debtors’ disbursement obligations, all parties-in-interest, including employees, vendors, and customers, will be best served by the relief requested herein. In addition, to the extent necessary, the Debtors request authority to make ordinary course changes to the Cash Management System, such as opening or closing their accounts in accordance with the Debtors’ prepetition practices. Courts in this district and in other districts regularly grant debtors similar relief in complex chapter 11 cases.

C. Waiver of Requirements of Section 345(b) of the Bankruptcy Code is Warranted to the Extent they Apply to Bank Accounts

27. Section 345 of the Bankruptcy Code governs a debtor’s deposit and investment of cash during a chapter 11 case and authorizes deposits or investments of money as “will yield the maximum reasonable net return on such money, taking into account the safety of such deposit or investment.” 11 U.S.C. § 345(a).

28. Pursuant to the UST Operating Guidelines, debtors in possession must, among other things, close prepetition bank accounts and open new “debtor in possession” operating, payroll, and tax accounts at one or more Authorized Depositories.

29. Courts may waive compliance with the Bankruptcy Code section 345 and the UST Operating Guidelines for “cause.”

30. Here, the Debtors maintain 99 Bank Accounts at 19 different banks in 18 countries as set forth in Schedule 1. Citibank and JP Morgan Chase Bank are authorized bank depositories (each an “**Authorized Depository**”) under the UST Operating Guidelines and the remainder of the Bank Accounts pertain to adequately capitalized, and well-regarded Banks, which are subject to by domestic and foreign banking regulators. Accordingly, the Debtors submit that cause exists to waive UST Operating Guidelines and § 345(b) of the Bankruptcy Code and continue to maintain the Bank Accounts in the ordinary course of business.

D. Payment of Bank Fees Should be Authorized

31. The Court should authorize the Debtors to pay Bank Fees and similar service charges incurred prior to the commencement of these chapter 11 cases. As the CoServ court stated, “it is only logical that the bankruptcy court be able to use section 105(a) of the Code to authorize satisfaction of the prepetition claim in aid of preservation or enhancement of the estate.” CoServ, 273 B.R. at 497.

32. Here, payment of the prepetition Bank Fees is in the best interests of the Debtors and all parties in interest in these cases because it will prevent any disruption to the Cash Management System and ensure that the Debtors’ receipt of and access to funds is not delayed. Further, because some or all of the Banks likely have setoff rights for the Bank Fees, payment of prepetition Bank Fees should not alter the rights of unsecured creditors in these

chapter 11 cases. Accordingly, the Court should authorize the Debtors to pay any outstanding prepetition Bank Fees and similar service charges to maintain the Cash Management System.

E. Continued Performance of Intercompany Transactions is Warranted, and Intercompany Claims Should Be Granted Administrative Claim Status

33. As stated above, under section 363(c)(1) of the Bankruptcy Code, a debtor in possession “may use property of the estate in the ordinary course of business without notice or a hearing.” The Debtors believe that it does not require the Court’s approval to continue entering into and performing ordinary course Intercompany Transactions between Debtors, nor to continue to extend Intercompany Loans giving rise to Intercompany Claims. The Debtors enter into and perform Intercompany Transactions and extend Intercompany Loans in the ordinary course of business, and in limited circumstances, pay Non-Debtor Affiliates, within the meaning of section 363(c)(1).

34. The Intercompany Transactions are the sorts of transactions that are common and routine among many business enterprises that operate through multiple affiliates. Allowing the Debtors to engage in Intercompany Transactions is necessary to preserve the value of the Company’s entire corporate enterprise and will allow the Debtor to engage in a smooth restructuring, without the risk of portions of its business enterprise collapsing from liquidity shortages. Accordingly, out of an abundance of caution, the Debtors request express authority to engage in postpetition Intercompany Transactions consistent with past practices, subject in all respects to the DIP Order and the DIP Documents. The Debtor shall continue to maintain accurate records of all Intercompany Transactions on its books and records in a manner consistent with its prepetition practices and as set forth herein.

35. The Debtors also request that the Court grant administrative claim status to all Intercompany Claims arising postpetition as a result of any Intercompany Transaction, subject and junior to the claims, including adequate protection claims, granted in connection with the DIP Facility, in accordance with the DIP Order under section 503(b)(1)(A) of the Bankruptcy Code, “[a]fter notice and a hearing, there shall be allowed, administrative expenses . . . including the actual, necessary costs and expenses of preserving the estate” If the Intercompany Claims are accorded administrative claim status, each entity that participates in the Cash Management System and provides benefit to the Debtors’ estate, will be assured that it will be compensated for its efforts.

F. Continuation of Company Credit Cards

36. As stated above, under section 363(c)(1) of the Bankruptcy Code, a debtor in possession may use property of the estate in the ordinary course of business without a hearing. Furthermore, section 364(a) of the Bankruptcy Code permits a debtor in possession to “obtain unsecured credit and incur unsecured debt in the ordinary course of business” without a court order. Purchases made using the Credit Cards fall within the ordinary course of business under section 363(c)(1). The use of credit cards and similar payment methods is widespread as a means of facilitating day-to-day business activities. As a result, the Debtors believe that they do not require the Court’s approval to continue using the Credit Cards on a postpetition basis. Further, pursuant to sections 363(b)(1) and 105(a) of the Bankruptcy Code, the Debtors request authority to pay any prepetition obligations related to the Credit Cards.

37. Continued use of the Credit Cards is integral to the success and stability of the Debtors’ businesses. If the Debtors do not pay outstanding amounts owing, there is a significant risk that (i) the Credit Card Providers could set-off amounts owing against cash in the Debtors’ Bank Accounts they maintain, and (ii) the Credit Card Providers could restrict the

Debtors' access to their Credit Card programs. Indeed, if the Debtors do not pay prepetition obligations owing to the Credit Card Providers, they will likely not continue to extend credit to the Debtors after the Petition Date. If that were to occur, it would be costly, disruptive to the Company's operations, burdensome to the Debtors and their estates, and time-consuming for the Debtors to establish new credit card programs with one or more alternative providers. To avoid any disruption, the Debtors could be forced to ask employees to front the cost of purchases and expenses on their own (and seek reimbursement later), which would more than likely damage the Debtors' relationships with such employees. Accordingly the Debtors should be authorized to pay any outstanding amounts owing to the Credit Card Providers on account of the Credit Cards. Courts in this district regularly permit debtors to continue using their existing corporate credit cards and similar purchasing programs as well as pay prepetition amounts owing. *See, e.g., In re Legacy Reserves Inc.*, No. 19-33395 (MI) (Bankr. S.D. Tex. June 20, 2019) (Docket No. 79); *In re Fieldwood Energy LLC*, No. 18-30648 (DRJ) (Bankr. S.D. Tex. Feb. 16, 2018) (Docket No. 74); *In re EP Energy Corporation*, No. 19-35654 (MI) (Bankr. S.D. Tex. Nov. 7, 2019) (Docket No. 327); *In re Mem'l Prod. Partners, LP*, No. 17-30262 (MI) (Bankr. S.D. Tex. Feb. 8, 2017) (Docket No. 189).

Bankruptcy Rule 6003 Has Been Satisfied

38. Pursuant to Local Rule 9013-1, the Debtors respectfully request emergency consideration of this Motion pursuant to Bankruptcy Rule 6003, which provides that, to the extent relief is necessary to avoid immediate and irreparable harm, a bankruptcy court may issue an order granting "a motion to use, sell, lease, or otherwise incur an obligation regarding property of the estate, including a motion to pay all or part of a claim that arose before the filing of the petition" before 21 days after filing of the petition. As described herein and in the Healy Declaration, the ability to use the Cash Management System and obtain the other the relief

requested is essential to avoid the immediate and irreparable harm that would otherwise result from any interruption of the flow of funds to and among the Debtors. Indeed, the failure to receive the requested relief during the first 21 days of the chapter 11 cases would severely disrupt the Debtors' operations and significantly impact the Debtors' ability to reorganize. 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)**

39. To implement the foregoing successfully, the Debtors request that the Court find that notice of the Motion is adequate under Bankruptcy Rule 6004(a) under the circumstances, and that the Court waive the fourteen (14) day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h) to the extent applicable. As explained above and in the Healy Declaration, the relief requested herein is necessary to avoid immediate and irreparable harm to the Debtors. Accordingly, ample cause exists to justify the finding that the notice requirements under Bankruptcy Rule 6004(a) have been satisfied and to grant a waiver of the fourteen (14) day stay imposed by Bankruptcy Rule 6004(h), to the extent such notice requirements and stay apply.

DIP Order and DIP Documents Control

40. 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

41. 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 appropriate 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, or an agreement or obligation to pay any claims, (iv) a waiver of any claims or causes of action which may exist against any creditor or interest holder, (v) an admission as to the validity of any liens satisfied pursuant to this Motion, 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

42. 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 Banks; and (ix) any other party entitled to notice pursuant to Local Rule 9013-1(d).

No Previous Request

43. 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 Interim Order and Proposed Final 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

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

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 No. ____

**INTERIM ORDER AUTHORIZING DEBTORS TO CONTINUE USE OF THEIR
EXISTING CASH MANAGEMENT SYSTEM, INCLUDING (I) (A) MAINTAIN
EXISTING BANK ACCOUNTS, (B) CONTINUE INTERCOMPAY TRANSACTIONS,
(C) CONTINUE TO PAY BANK FEES (D) CONTINUE USING CREDIT CARDS;
(II) GRANTING A WAIVER TO COMPLY WITH REQUIREMENTS
OF 11 U.S.C. § 345(b); AND 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 Debtors’ prepetition practices; (ii) granting a waiver to comply 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.

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 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 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 (each as defined below).

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 Interim 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.

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

8. 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. 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. 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.

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 Interim Order, the Debtors shall serve a copy of this Interim Order on the Banks.

14. Nothing in the Motion or this Interim Order shall be deemed to authorize the Debtors to accelerate any payments not otherwise due prior to the Court's ultimate disposition of the Motion on a final basis (the "**Final Hearing**")

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) 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.

16. Except as otherwise herein, nothing contained in the Motion or this Interim Order or any payment made pursuant to the authority granted by this Interim 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.

17. This Interim Order is effective only from the date of entry through this Court's disposition of the Motion on a final basis; provided that, the Court's ultimate disposition of the Motion on a final basis shall not impair or otherwise affect any action taken pursuant to this Interim Order.

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

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

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

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

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

23. A Final Hearing to consider the relief requested in the Motion shall be held

on _____, 2020 at _____ (Prevailing Central Time) and any objections or responses to the Motion shall be filed on or prior to _____ 2020 at 4:00 p.m. (Prevailing Central Time).

Dated: _____, 2020
Houston, Texas

UNITED STATES BANKRUPTCY JUDGE

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

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

**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 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 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

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.

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 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. 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).

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).

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.

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.

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.

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

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.

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.

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. .

11. 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.

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 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

UNITED STATES BANKRUPTCY JUDGE