

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

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

**EMERGENCY MOTION OF DEBTORS FOR INTERIM AND
FINAL ORDERS (I) AUTHORIZING DEBTORS TO CONTINUE INSURANCE
PROGRAMS AND PAY ALL OBLIGATIONS WITH RESPECT THERETO; AND (II)
GRANTING RELATED RELIEF**

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

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

RELIEF IS REQUESTED NOT LATER THAN APRIL 23, 2020.

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



SpeedCast International Limited and its debtor affiliates in the above-captioned chapter 11 cases, as debtors and debtors in possession (collectively, the “**Debtors**”), respectfully represent as follows in support of this motion (the “**Motion**”):

Background

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

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

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

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), 362(d), 363(b), and 503(b) of the Bankruptcy Code and Bankruptcy Rules 4001, 6003, and 6004, the Debtors request (i) authority, subject in all respects to the terms of the DIP Order and DIP Documents,⁴ to (a) continue all Insurance Programs (as defined below) in accordance with the applicable insurance policies and indemnity agreements, and to perform with respect thereto in the ordinary course of business, (b) pay any prepetition obligations arising under the Insurance Programs, and (c) modify the automatic stay imposed by section 362 of the Bankruptcy Code to the limited extent necessary

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

⁴ "**DIP Order**" means any interim or final order entered in connection with the Debtors' (1) postpetition financing facility (the "**DIP Facility**") and/or (2) use of cash collateral, including in connection with the *Emergency Motion of 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**").

to permit the Debtors' employees to proceed with any claims they may have under the Workers' Compensation Programs (defined below), and (ii) related relief.

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**").

Debtors' Insurance Programs

A. Overview

6. In the ordinary course of business, the Debtors maintain and participate in various insurance programs (collectively, the "**Insurance Programs**") through several insurance carriers (each, an "**Insurance Carrier**"). Specifically, the Insurance Programs include workers' compensation programs and various liability, property, and other insurance programs that provide the Debtors with insurance related to, among other things, property damage and business interruption liabilities, commercial general liability, group travel liability, marine cargo liability, professional indemnity liability, directors' and officers' liability, prospectus liability, and special contingency coverage. A list of the Insurance Programs, including information related to their respective coverage periods, is annexed hereto as **Exhibit C**.⁵ Pursuant to the Insurance Programs, the Debtors pay premiums based on fixed rates established and billed by each Insurance Carrier, as well as certain other obligations related thereto, including any broker or advisor fees, taxes, or other fees (collectively, the "**Insurance Obligations**").

7. While the Debtors are unaware of any prepetition amounts due under the Insurance Programs, there may be prepetition workers' compensation claims of which the Debtors

⁵ The relief requested herein is to be applicable with respect to all Insurance Programs and is not limited to those listed on **Exhibit C**.

are currently unaware. Therefore, out of an abundance of caution, the Debtors seek authority pursuant to sections 105(a), 363(b), and 503(b) of the Bankruptcy Code to continue their Insurance Programs in the ordinary course of business and to honor any obligations with respect thereto.

B. Workers' Compensation Programs

8. In the ordinary course of business, as required by applicable law, the Debtors maintain workers' compensation insurance for claims arising from or related to employment with the Debtors in the numerous jurisdictions in which they operate (the "**Workers' Compensation Programs**").

9. With respect to the Debtors' U.S. Employees,⁶ the Debtor's engage ADP as a certified Professional Employer Organization ("**CPEO**") to provide CPEO services. Pursuant to those services, the Debtors' U.S. Employees are covered by Workers' Compensation Programs. The Debtors' do not incur fees in addition to those described in the Wages and Benefits Motion for the Workers' Compensation Programs for U.S. employees.⁷

10. With respect to the Debtors' Non-U.S. Employees (as defined in the Wages and Benefits Motion), the Debtors maintain coverage for workers' compensation claims (the "**Workers' Compensation Claims**") with policies provided by nine (9) Insurance Carriers, which also provide coverage for employer liability arising from Workers' Compensation Claims.

11. Pursuant to the Workers' Compensation Programs, throughout the year in the ordinary course of business, the Debtors pay annual premiums of approximately \$85,000 in

⁶ The term "**U.S. Employees**" has the meaning given to it in the *Emergency Motion of Debtors for an Order (I) Authorizing Debtors to (a) Pay Prepetition Wages, Salaries, Employee Benefits, and Other Compensation and (b) Maintain Employee Benefit Programs and Pay Related Obligations; and (II) Granting Related Relief* (the "**Wages and Benefits Motion**") filed contemporaneously herewith.

⁷ Additional information regarding the ADP CPEO program is provided in the Wages and Benefits Motion, including the Debtors' request to continue such services in the ordinary course of business and pay prepetition claims in connection therewith.

the aggregate, which has been paid in full for the current coverage period. Accordingly, to the best of the Debtors' knowledge, they do not owe any amounts on account of the Workers' Compensation Programs as of the Petition Date.

12. Additionally, as of the Petition Date, the Debtors are not aware of any open Workers' Compensation Claims. However, out of an abundance of caution, the Debtors seek authority to lift the automatic stay to enable employees with Workers' Compensation Claims to pursue such claims in the appropriate forum regardless of whether they arose before or after the Petition Date.

C. Property Damage And Business Interruption Program

13. Through Zurich Insurance Company Limited ("**Zurich**"), the Debtors maintain a property damage and business interruption policy, which provides the Debtors with insurance coverage for liabilities relating to, among other things, property damage, insurable interest, and general business interruption (collectively, the "**Property Damage and Business Interruption Program**"). The named insureds under the Property Damage and Business Interruption Program are identified on Schedule I attached hereto. The Debtors maintain the Property Damage and Business Interruption Program to help manage the various risks associated with their business operations. Additionally, the Property Damage and Business Interruption Program is required by certain contracts that govern the Debtors commercial activities and business. The annual premium for the Property Damage and Business Interruption Program is paid in a lump sum, based on a fixed rate established by Zurich. For the current coverage period, the annual premium was approximately \$520,000, which amount was paid prior to the Petition Date in the ordinary course of business. Accordingly, to the best of the Debtors' knowledge, they do not owe any amounts on account of the Property Damage and Business Interruption Program as of the Petition Date.

D. Commercial General Liability Programs

14. Through a variety of Insurance Carriers, the Debtors participate in primary and first excess commercial general liability insurance policies that provide the Debtors with insurance coverage for, among other things, third party personal injury, property damage, products liability, and employer liability as a result of an occurrences in connection with the Debtors' business (the "**Commercial General Liability Programs**"). The named insureds under the Commercial General Liability Programs are Speedcast and all of its subsidiaries. Additionally, the Commercial General Liability Programs are required by certain contracts that govern the Debtors commercial activities and business. The annual premiums for the Commercial General Liability Programs are paid in a lump sum, based on a fixed rate established by the applicable Insurance Carriers. For the current coverage period, the annual premium was approximately \$420,000 in the aggregate, which amount was paid prior to the Petition Date in the ordinary course of business. Accordingly, to the best of the Debtors' knowledge, they do not owe any amounts on account of the Commercial General Liability Programs as of the Petition Date.

E. Group Travel Program

15. Through Zurich, the Debtors participate in a group business travel policy that provides the Debtors with insurance coverage for, among other things, accidental death and bodily injury to insured persons while on the business of the Debtors outside of the territory in which they are normally stationed (the "**Group Travel Program**"). The named insureds under the Group Travel Program are identified on **Schedule I** attached hereto. The annual premium for the Group Travel Program is paid in a lump sum, based on a fixed rate established by Zurich. For the current coverage period, the annual premium was approximately \$20,000, which amount was paid prior to the Petition Date in the ordinary course of business. Accordingly, to the best of the

Debtors' knowledge, they do not owe any amounts on account of the Group Travel Program as of the Petition Date.

F. Marine Cargo Program

16. Through Zurich, the Debtors participate in a marine cargo policy that provides the Debtors with insurance coverage for, among other things, general liabilities related to all shipments made by vessel, barge, truck, railcar, or land or air conveyance, and all connecting conveyances, including shipments by mail and parcel post, messengers, parcel delivery service and couriers (the "**Marine Cargo Program**"). The named insureds under the Marine Cargo Program are Speedcast and all of its subsidiaries. The annual premium for the Marine Cargo Program is paid in a lump sum, based on a fixed rate established by Zurich. For the current coverage period, the annual premium was approximately \$25,000, which amount was paid prior to the Petition Date in the ordinary course of business. Accordingly, to the best of the Debtors' knowledge, they do not owe any amounts on account of the Marine Cargo Program as of the Petition Date.

G. Professional Indemnity Programs

17. Through a variety of Insurance Carriers, the Debtors participate in primary and first excess professional indemnity policies that provide the Debtors with insurance coverage for, among other things, (i) claimant costs that the Debtors become legally obligated to pay for financial injury caused by the Debtors' wrongful act, error or omission during the course of provision of professional services to a claimant (the "**Professional Indemnity Programs**"). Speedcast is the named insured under the Professional Indemnity Programs. Additionally, the Professional Indemnity Programs are required by certain contracts that govern the Debtors commercial activities and business. The annual premiums for the Professional Indemnity Programs are paid in a lump sum, based on a fixed rate established by the applicable Insurance

Carriers. For the current coverage period, the annual premium was approximately \$470,000 in the aggregate, which amount was paid prior to the Petition Date in the ordinary course of business. Accordingly, to the best of the Debtors' knowledge, they do not owe any amounts on account of the Professional Indemnity Programs as of the Petition Date.

H. D&O Programs

18. Through a variety of Insurance Carriers, the Debtors participate in primary, first excess, and second excess directors and officers policies that provide the Debtors with insurance coverage for, among other things, (i) general liability and indemnification of the Debtors' directors and officers, and (ii) legal costs and expenses (the "**D&O Programs**"). The named insureds under the D&O Programs are Speedcast and all of its subsidiaries. The annual premiums for the D&O Program are paid in a lump sum, based on a fixed rate established by the applicable Insurance Carriers. For the current coverage period, the annual premium was approximately \$400,000 in the aggregate, which amount was paid prior to the Petition Date in the ordinary course of business. Accordingly, to the best of the Debtors' knowledge, they do not owe any amounts on account of the D&O Programs as of the Petition Date.

I. Prospectus Liability Programs

19. Through a variety of Insurance Carriers, the Debtors participate in primary, first excess, and second excess prospectus liability policies that provide the Debtors with insurance coverage for, among other things, potential liabilities due to the misinterpretation of information contained in an investment prospectus sent to current and potential investors in connection with a public offering of shares (the "**Prospectus Liability Programs**"). Speedcast is the named insured under the Prospectus Liability Programs. The premiums for the Prospectus Liability Programs were paid in the ordinary course of business in 2014. There are no annual premiums under the Prospectus Liability Programs, and the Prospectus Liability Programs remain in effect through

July 1, 2021. Accordingly, to the best of the Debtors' knowledge, they do not owe any amounts on account of the Prospectus Programs as of the Petition Date.

J. Special Contingency Program

20. Through XL Insurance Company SE ("**XL**"), the Debtors participate in a special contingency policy that provides the Debtors with insurance coverage for, among other things, losses in connection with kidnappings, extortion, wrongful detentions, hijackings, threats, and assaults (the "**Special Contingency Program**"). The named insureds under the Special Contingency Program are identified on **Schedule I** attached hereto. The annual premium for the Special Contingency Program is paid in a lump sum, based on a fixed rate established by XL. For the current coverage period, the annual premium was approximately \$70,000, which amount was paid prior to the Petition Date in the ordinary course of business. Accordingly, to the best of the Debtors' knowledge, they do not owe any amounts on account of the Special Contingency Program as of the Petition Date.

K. Insurance Broker

21. The Debtors utilize Jardine Lloyd Thompson Limited ("**JLT**") as their insurance agent and broker to assist with the procurement and negotiation of the majority of the Insurance Programs and, in most circumstances, to remit premium payments to the Insurance Carriers on behalf of the Debtors for the current policy periods. In exchange for its services, the Debtors pay JLT certain fees (the "**Broker's Fees**") that are paid on a commission basis by the Insurance Carriers, with such commissions being earned upon inception of the applicable policy term. As of the Petition Date, the Debtors do not believe that they have any outstanding obligations owed to JLT for Broker's Fees. However, because of JLT's familiarity with the Debtors and the Insurance Programs, and JLT's critical role in the procurement and renewal of the Insurance Programs and remittance of payments thereunder, the Debtors request authority to continue

utilizing JLT's services and to pay any prepetition amounts that may become due and payable to JLT.

Relief Requested Should Be Granted

A. Maintenance of the Insurance Programs and Payment of Obligations Related Thereto is Warranted Under Sections 363 and 105(a) of the Bankruptcy Code

22. Section 363(c)(1) of the Bankruptcy Code authorizes a debtor to “use property of the estate in the ordinary course of business without notice or a hearing.” 11 U.S.C. § 363(c)(1). The purpose of this section 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 Roth Am., Inc.*, 975 F.2d 949, 952 (3d Cir. 1992) (“Section 363 is designed to strike [a] balance, allowing a business to continue its daily operations without excessive court or creditor oversight and protecting secured creditors and others from dissipation of the estate’s assets.”) (internal quotation marks omitted); *In re Vision Metals, Inc.*, 325 B.R. 138, 145 (Bankr. D. Del. 2005) (same). Included within the purview of section 363(c) of the Bankruptcy Code is a debtor’s ability to continue “routine transactions.” *See, e.g., In re Nellson Nutraceutical, Inc.*, 369 B.R. 787, 796 (Bankr. D. Del. 2007) (noting that courts have shown a reluctance to interfere in a debtor’s making of routine, day-to-day business decisions); *In re Vision Metals, Inc.*, 325 B.R. at 142 (“[W]hen a chapter 11 debtor in possession continues to operate its business, as permitted by section 1108, no court authorization is necessary for the debtor to enter transactions that fall within the ordinary course of its business.”). Here, maintaining the Insurance Programs and honoring the obligations arising thereunder are the type of ordinary-course transactions contemplated by section 363(c)(1) of the Bankruptcy Code. Accordingly, section 363(c)(1) authorizes the continuation of the Insurance Programs without this Court’s approval.

23. Even if continuation of the Insurance Programs and other relief requested herein is outside of the ordinary course, the Court may grant the relief requested herein pursuant to section 363 of the Bankruptcy Code, which 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 Petroleum 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).

24. In addition, under section 1107(a) of the Bankruptcy Code, a debtor 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 the 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 such payments are critical to preserving the going-concern value of a debtor’s estate.

25. The Debtors’ use of estate funds to pay the Insurance Obligations is justified because such obligations are necessary costs of preserving the Debtors’ estates. As noted herein, the Debtors are legally and contractually required to maintain certain Insurance Programs, including under state laws mandating that the Debtors maintain workers’ compensation coverage for their employees, as well as the operating guidelines of the Office of the United States Trustee for Region 7, which includes the Southern District of Texas (the “**U.S. Trustee Operating Guidelines**”). Additionally, section 1112(b)(4)(C) of the Bankruptcy Code provides that “failure to maintain appropriate insurance that poses a risk to the estate or to the public” is “cause” for mandatory conversion or dismissal of a chapter 11 case. 11 U.S.C. § 1112(b)(4)(C). Further, based on the Debtors’ current circumstances, it is not likely that the Debtors will be able to renew or replace their existing Insurance Programs on terms more favorable than those currently offered by the Insurance Carriers. The process of establishing new programs would also be burdensome and costly to the Debtors. In this regard, the Insurance Programs are essential to the Debtors’ operations, as the Debtors would be exposed to significant liability if the Insurance Programs were allowed to lapse or terminate. Such exposure could detrimentally impact the Debtors’ ability to reorganize successfully. It is similarly critical that the Debtors have the authority to supplement,

amend, extend, renew, or replace their Insurance Programs as needed, in their business judgement, without further order of the Court.

26. The Court should also authorize the Debtors to continue paying the Brokers' Fees in the ordinary course of business. JLT is intimately familiar with the Debtors' Insurance Programs and Insurance Obligations. The Debtors believe that any loss or interruption to the services provided by JLT could result in a costly disruption to the Debtors' administration of their estates.

B. Automatic Stay Should be Modified for Workers' Compensation Claims and the Debtors Should be Authorized to Pay Amounts Relating to Workers' Compensation Claims

27. Section 362(a)(1) of the Bankruptcy Code operates to stay:

the commencement or continuation, including the issuance or employment of process, of a judicial, administrative, or other action or proceeding against the debtor that was or could have been commenced before the commencement of the case under this title, or to recover a claim against the debtor that arose before the commencement of the case under this title

11 U.S.C. § 362(a)(1). Section 362(d)(1), however, permits a debtor or other party in interest to request a modification or termination of the automatic stay for "cause." To the extent the Debtors' employees hold valid claims under the Workers' Compensation Programs, the Debtors request a modification of the automatic stay to permit the Debtors' employees to proceed with their Workers' Compensation Claims in the appropriate judicial or administrative forum.

28. There is cause to modify the automatic stay because, among other things, staying any proceedings relating to the Workers' Compensation Claims could cause employee departures or otherwise harm employee morale, which would severely disrupt the Debtors' business and prevent a successful reorganization. This risk is exacerbated by the potential negative impact on the financial well-being of eligible workers' compensation claimants who do not receive

timely payments for prepetition employment related injuries. Moreover, the law of several jurisdictions applicable to certain Debtors mandates that those Debtors maintain workers' compensation coverage for their employees. The Debtors' failure to pay their obligations under the Workers' Compensation Programs could jeopardize their coverage and expose the Debtors to significant liability in fines by regulatory authorities including applicable state workers' compensation boards. The potential liabilities the Debtors could face and employee departures would cause significant disruption in the Debtors' business with a materially adverse impact on the Debtors' operations, the value of their estates, and the interests of all parties in these chapter 11 cases.

29. For the foregoing reasons, authorizing the Debtors to continue their Insurance Programs and to pay all obligations with respect thereto, as well as authorizing the Workers' Compensation Claims to proceed in the ordinary course, is necessary, appropriate, and in the best interests of the Debtors, their estates, and all other parties in interest in these cases. Accordingly, the Court should authorize the Debtors to continue their Insurance Programs and to pay all obligations with respect thereto and authorize the Workers' Compensation Claims to proceed in the ordinary course.

**Applicable Financial Institutions Should Be Authorized to
Receive, Process, Honor, and Pay Checks Issued and Transfers
Requested to Pay Insurance Obligations**

30. The Debtors further request that the Court authorize applicable financial institutions (the "**Banks**") to receive, process, honor, and pay any and all checks issued, or to be issued, and electronic funds transfers requested, or to be requested, by the Debtors relating to the Insurance Obligations, to the extent that sufficient funds are on deposit in available funds in the applicable bank accounts to cover such payment. The Debtors also seek authority to issue new postpetition checks or effect new postpetition electronic funds transfers in replacement of any

checks or fund transfer requests on account of prepetition Insurance Obligations dishonored or rejected as a result of the commencement of the Debtors' chapter 11 cases.

Bankruptcy Rule 6003(b) Has Been Satisfied

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

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

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

DIP Order and DIP Documents Control

33. 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

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

Notice

35. 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 Insurance Carriers; (viii) the Banks; and (ix) any party that has requested notice pursuant to Bankruptcy Rule 2002; and (xi) any other party entitled to notice pursuant to Local Rule 9013-1(d).

No Previous Request

36. 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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and Debtors in Possession*

Certificate of Service

I hereby certify that on April 23, 2020, a true and correct copy of the foregoing document was served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas, and will be served as set forth in the Affidavit of Service to be filed by the Debtors' proposed claims, noticing, and solicitation agent.

/s/ Alfredo R. Pérez
Alfredo R. Pérez

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

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

**INTERIM ORDER (I) AUTHORIZING DEBTORS TO CONTINUE INSURANCE
PROGRAMS AND PAY ALL OBLIGATIONS WITH RESPECT THERETO AND; (II)
GRANTING RELATED RELIEF**

Upon the motion, dated April 23, 2020 (the “**Motion**”)² of SpeedCast International Limited and its affiliated debtors in the above-captioned chapter 11 cases, as debtors and debtors in possession (collectively, the “**Debtors**”), for entry of an order pursuant to sections 105(a), 362(b), 363(b), and 503(b) of the Bankruptcy Code and Bankruptcy Rules 4001, 6003, and 6004 (i) authorizing the Debtors to (a) continue all the Insurance Programs in accordance with the applicable insurance policies and indemnity agreements and to perform with respect thereto in the ordinary course of business, (b) pay all Insurance Obligations and any prepetition obligations arising under the Insurance Programs, and (c) modify the automatic stay imposed by section 362 of the Bankruptcy Code to the extent necessary to permit the Debtors’ employees to proceed with any claims they may have under the Workers’ Compensation Programs, and (ii) granting related relief, all as more fully set forth in the Motion; and upon consideration of the Healy Declaration;

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.

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, on an interim basis pending a final order pursuant to sections 105(a) and 363 of the Bankruptcy Code to continue all Insurance Programs, to perform with respect thereto, to pay all Insurance Obligations, and to pay any prepetition amounts owed in respect of the Insurance Programs; provided, however, that all payments on prepetition amounts owed in respect of the Insurance Programs shall not exceed an aggregate amount of \$30,000, including the Insurance Obligations, pending entry of the Final Order.

2. The Debtors are further authorized, but not directed, on an interim basis pending a final order to reuse, extend, renew, rollover, replace, or obtain new Insurance Programs,

and to take all reasonably appropriate actions in connection therewith, in the ordinary course of business with the consent (such consent not to be unreasonably withheld) of counsel to the Ad Hoc Group of Secured Lenders; *provided however*, the Debtors will provide notice of the same to the United States Trustee and any statutory committee.

3. The Debtors shall maintain a matrix/schedule of payments made pursuant to this Interim Order, including the following information: (a) the names of the payee; (b) the date and amount of the payment; (c) the category or type of payment as further described and classified in the Motion. The Debtors shall provide a copy of such matrix/schedule to the U.S. Trustee and any statutory committee appointed in these chapter 11 cases every 30 days beginning upon entry of this Interim Order.

4. Further, pursuant to section 362(d) of the Bankruptcy Code and Bankruptcy Rule 6001, the automatic stay shall be modified to the limited extent necessary to permit the Debtors' employees to proceed with any claims that they may have under the Workers' Compensation Programs.

5. 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 date of the hearing to consider entry of an order granting the relief requested in the Motion on a final basis (the "**Final Hearing**").

6. The Banks are authorized to receive, process, honor, and pay any and all checks issued, or to be issued, and electronic funds transfers requested, or to be requested, by the Debtors relating to such obligations, to the extent that sufficient funds are on deposit in available funds in the applicable bank accounts to cover such payments. The Banks are authorized to accept and rely on all representations made by the Debtors with respect to which checks, drafts, wires, or

automated clearing house transfers should be honored or dishonored in accordance with this or any other order of this Court, whether such checks, drafts, wires, or transfers are dated prior to, on, or subsequent to the Petition Date, without any duty to inquire otherwise.

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

8. Nothing in the Motion or this Interim Order shall be construed as impairing the Debtors' or other parties in interests' right to contest the validity or amount of any Insurance Obligations.

9. 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 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, (iv) an agreement or obligation to pay any claims, (v) a waiver of any claims or causes of action which may exist against any creditor or interest holder, or (vi) an approval, assumption, adoption, or rejection of any agreement, contract, lease, program, or policy under section 365 of the Bankruptcy Code.

10. Notwithstanding anything to the contrary herein, any payment to be made by the Debtors pursuant to the authority granted herein shall be subject to and in compliance with any orders entered by the Court approving the Debtors' (1) entry into any postpetition debtor in

possession financing facility, including any budget and the terms of any definitive documentation in connection therewith (the “**DIP Documents**”), and/or (2) authorizing the Debtor’s use of cash collateral and/or any budget in connection therewith (in either case, the “**DIP Order**”). To the extent there is any inconsistency between the terms of the DIP Order or any DIP Documents, on the one hand, and any action taken or proposed to be taken hereunder, on the other hand, the terms of the DIP Order or such DIP Document, as applicable, shall control.

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

12. Notice of the Motion is adequate under Bankruptcy Rules 4001(d) and 6004(a).

13. Notwithstanding the provisions of Bankruptcy Rules 4001(a)(3) and 6004(h), this Interim Order shall be immediately effective and enforceable upon its entry.

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

15. 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.

16. 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 INSURANCE
PROGRAMS AND PAY ALL OBLIGATIONS WITH RESPECT THERETO; (II)
MODIFYING AUTOMATIC STAY WITH RESPECT TO WORKERS'
COMPENSATION; AND (III) GRANTING RELATED RELIEF**

Upon the motion, dated April 23, 2020 (the “**Motion**”)² of SpeedCast International Limited and its affiliated debtors in the above-captioned chapter 11 cases, as debtors and debtors in possession (collectively, the “**Debtors**”), for entry of an order pursuant to sections 105(a), 362(b), and 363(b) of the Bankruptcy Code and Bankruptcy Rules 4001, 6003, and 6004 (i) authorizing the Debtors to (a) continue all the Insurance Programs in accordance with the applicable insurance policies and indemnity agreements and to perform with respect thereto in the ordinary course of business, (b) pay all Insurance Obligations and any prepetition obligations arising under the Insurance Programs, and (c) modify the automatic stay imposed by section 362 of the Bankruptcy Code to the extent necessary to permit the Debtors’ employees to proceed with any claims they may have under the Workers’ Compensation Programs and (ii) granting related

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.

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 upon any hearing held on the Motion; and all objections, if any, to the Motion having been withdrawn, resolved, or overruled; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtors and their estates as contemplated by Bankruptcy Rule 6003 and is in the best interests of the Debtors and their respective estates and creditors; and upon all of the proceedings had before this Court and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT

1. The Debtors are authorized, but not directed, pursuant to sections 105(a) and 363(b) of the Bankruptcy Code to continue all Insurance Programs, to perform with respect thereto, to pay all Insurance Obligations, and to pay any prepetition amounts owed in respect of the Insurance Programs; provided, however, that all payments on prepetition amounts owed in respect of the Insurance Programs, including the Insurance Obligations, shall not exceed an aggregate amount of \$30,000, inclusive of any amounts previously paid under the Interim Order.

2. The Debtors are further authorized, but not directed, to reuse, extend, renew, rollover, replace, or obtain new Insurance Programs, and to take all reasonably appropriate actions

in connection therewith, in the ordinary course of business with the consent (such consent not to be unreasonably withheld) of counsel to the Ad Hoc Group of Secured Lenders; *provided however*, the Debtors will provide notice of the same to the United States Trustee and any statutory committee.

3. Beginning upon entry of the Interim Order, the Debtors shall maintain a matrix/schedule of payments made pursuant to the Interim Order or this Final Order, including the following information: (a) the names of the payee; (b) the date and amount of the payment; (c) the category or type of payment as further described and classified in the Motion. The Debtors shall provide a copy of such matrix/schedule to the U.S. Trustee and any statutory committee appointed in these chapter 11 cases every 30 days beginning upon entry of the Interim Order.

4. Further, pursuant to section 362(d) of the Bankruptcy Code and Bankruptcy Rule 6001, the automatic stay shall be modified to the extent necessary to permit the Debtors' employees to proceed with any claims that they may have under the Workers' Compensation Programs.

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

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

7. Nothing in the Motion or this Final Order shall be construed as impairing the Debtors' or other parties in interests' right to contest the validity or amount of any Insurance Obligations.

8. Nothing contained in the Motion or this Final Order or any payment made pursuant to the authority granted by this Final Order is intended to be or shall be deemed as (i) an admission as to the validity of any claim against the Debtors, (ii) a waiver of the Debtors' or any 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, (iv) an agreement or obligation to pay any claims (v) a waiver of any claims or causes of action which may exist against any creditor or interest holder, or (vi) an approval, assumption, adoption, or rejection of any agreement, contract, lease, program, or policy under section 365 of the Bankruptcy Code.

9. Notwithstanding anything to the contrary herein, any payment to be made by the Debtors pursuant to the authority granted herein shall be subject to and in compliance with any orders entered by the Court approving the Debtors' (1) entry into any postpetition debtor in possession financing facility, including any budget and the terms of any definitive documentation in connection therewith (the "**DIP Documents**"), and/or (2) authorizing the Debtor's use of cash collateral and/or any budget in connection therewith (in either case, the "**DIP Order**"). To the

extent there is any inconsistency between the terms of the DIP Order or any DIP Documents, on the one hand, and any action taken or proposed to be taken hereunder, on the other hand, the terms of the DIP Order or such DIP Document, as applicable, shall control.

10. Notice of the Motion is adequate under Bankruptcy Rules 4001(d) and 6004(a).

11. Notwithstanding the provisions of Bankruptcy Rules 4001(a)(3) and 6004(h), this Final Order shall be immediately effective and enforceable upon its entry.

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

13. 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

Exhibit C**Insurance Programs**

TYPE OF COVERAGE	INSURANCE PROVIDER	POLICY #	POLICY TERM
<i>Workers Compensation Programs</i>			
Workers Compensation (Globecomm Europe B.V., Netherlands)	Mercer Nederland B.V.	202077403, 202077404	January 8, 2017 - January 1, 2021
Workers Compensation (Speedcast Europe B.V., Netherlands)	Avero	00155398082	December 12, 2019 – December 12 2020
Workers Compensation (Caprock Comunicacoes Angola Lda, Angola)	Prudential	AT2016000752	February 26, 2020 – February 25, 2021
Workers Compensation (Hermes Datacomms LLP, Kazakhstan)	Nomad Life	41101019002/210819/1 -8	November 11, 2019 – November 10. 2020
Workers Compensation (Speedcast Mozambique Lda, Mozambique)	Holland Securus	MAP/WCAMMP/0000 69920	December 23, 2019 – November 1, 2020
Workers Compensation (CapRock Communications (Australia) Pty Ltd., Australia)	GIO	WCW004439353	September 30, 2019 – September 30, 2020
Workers Compensation (Speedcast Australia Pty Ltd (SCA), Australia)	Workcover Queensland	WCA160492503	July 1, 2019 – September 30, 2020
Workers Compensation (Speedcast Managed Services Pty Ltd. (SCP), Australia)	Allianz	15252746 (ER #)	July 1, 2019 – June 30, 2020
Workers Compensation (Speedcast Limited (SCL), Hong Kong)	Allianz	HKC0004023191WC	October 1, 2019 – September 30, 2020

TYPE OF COVERAGE	INSURANCE PROVIDER	POLICY #	POLICY TERM
Workers Compensation (CapRock Communications Pte. Ltd., Speedcast Singapore Pte Ltd, Singapore)	MSIG Insurance	B 28963822 WIC	October 1, 2019 – September 30, 2020
Workers Compensation (SC Comm-USA, Various US States)	AIG	80390397, 80371954, 80371953, 80371952, 80390997, 80388598, 80396007, 80396878, 80381088, 80371945, 80371943, 80371941, 80378111, 80371933, 80376466	July 1, 2019 – July 1, 2020
<i>Property Damage and Business Interruption Program</i>			
Global Material Damage & Business Interruption Insurance Programme Policy	Zurich Insurance Company LTD	ZFA0001271GC	October 1, 2019 – September 30, 2020
<i>Commercial General Liability Programs</i>			
Primary Commercial General Liability	Chubb Global Guard Multinational Liability Insurance	TEC0581233/19	October 1, 2019 – September 30, 2020
Excess Commercial General Liability	XL Insurance Company SE	HK00015472LI19A	October 1, 2019 – September 30, 2020
<i>Group Travel Program</i>			
Group Travel Insurance	Zurich Insurance Company LTD, Hong Kong Branch	TTT0000178GC (BRK)	October 1, 2019 – September 30, 2020
<i>Marine Cargo Program</i>			
Marine Cargo Insurance	Zurich Insurance Company LTD	CGA0000305GC (BRK)	October 1, 2019 – September 30, 2020
<i>Professional Indemnity Programs</i>			

TYPE OF COVERAGE	INSURANCE PROVIDER	POLICY #	POLICY TERM
Technology Liability	Chubb Insurance Hong Kong Limited	TEC1200032/19	October 1, 2019 – September 30, 2020
Excess Technology Liability	AIG Insurance Hong Kong Limited	MPL001076/000001	October 1, 2019 – September 30, 2020
<i>D&O Programs</i>			
Directors' & Officers' Liability	Chubb Insurance Hong Kong Limited	92557756/19	October 1, 2019 – September 30, 2020
First Excess Directors' & Officers' Liability	Starr International Insurance (Asia) Limited	FDO00020219	October 1, 2019 – September 30, 2020
Second Excess Directors' & Officers' Liability	Liberty Specialty Markets Hong Kong Limited	DO-HK-19-582980D	October 1, 2019 – September 30, 2020
<i>Prospectus Liability Programs</i>			
Public Offering Liability	Chubb Insurance Company of Australia Limited	93314576	July 1, 2014 – July 1, 2021
First Excess Prospectus Liability	Zurich Insurance Australia		July 1, 2014 – July 1, 2021
Second Excess Directors and Officers Liability	Allianz Australia Ltd	99 0004430 PLP	July 1, 2014 – July 1, 2021
<i>Special Contingency Program</i>			
Special Contingency Insurance	XL Insurance Company SE	B0901LP1933179000	October 29, 2019 – October 29, 2020

Schedule I

Named Insureds

Property Damage and Business Interruption Program

Named Insureds:

1. Speedcast International Limited
2. CapRock Communications (Australia) Pty. Ltd.
3. Oceanic Broadband Solutions Pty Ltd
4. Satellite Communications Australia Pty Ltd
5. Speedcast Australia Pty Ltd
6. SpeedCast Group Holdings Pty Ltd
7. SpeedCast International Limited
8. Speedcast Managed Services Pty Ltd
9. Speedcast Limited
10. Newcome International Inc Peru S.A.C.
11. CapRock Communications Pte. Ltd.
12. Speedcast Singapore Pte
13. Evolution Communications Group Ltd
14. Globecomm Systems SA (Pty)Ltd
15. CapRock UK Limited
16. CapRock Commumincations International Ltd.
17. Hermes Datacommunications International Ltd
18. InAria! Limited
19. SpeedCast UK Holdings Ltd
20. Ultisat, Inc
21. CCI Services Corp.
22. Maritime Communication Services, Inc.
23. SpeedCast Americas, Inc
24. Newcom International Inc
25. SpaceLink Systems II, LLC
26. Telarus
27. Globecomm Systems Inc
28. Globecomm License Sub LLC
29. Globecomm USA (System Integration)
30. Globecomm Network Services Corp
31. SpeedCast Communications Inc

Group Travel Program

Named Insureds: Speedcast and all of its subsidiaries.

Insured Companies:

1. Speedcast Sucursal Colombia and Speedcast Zona Franca SAS (Colombia)

2. Speedcast Communications Inc (USA)
3. Maritime Comm Services Inc (USA)
4. Newcom International (USA)
5. Speedcast Afghanistan (Afghanistan)
6. Speedcast Angola (Angola)
7. Speedcast Cameroon (Cameroon)
8. Speedcast Congo (Congo)
9. Speedcast Dubai (Dubai)
10. Speedcast Egypt (Egypt)
11. Speedcast Equatorial Guinea (Equatorial Guinea)
12. Speedcast Greece (Greece)
13. Speedcast Iraq (Iraq)
14. Speedcast Kenya (Kenya)
15. Speedcast Libya (Libya)
16. Speedcast Malta (Malta)
17. Speedcast Netherlands (Netherlands)
18. Speedcast Nigeria (Nigeria)
19. Speedcast Norway (Norway)
20. Speedcast UK (UK)
21. Speedcast Limited (Afghanistan)
22. Caprock Communications Pty Ltd (Australia)
23. Speedcast Australia Pty Ltd (Australia)
24. Speedcast Managed Services Pty Ltd (Australia)
25. Speedcast (Beijing) Communication Technology Company Ltd (China)
26. Speedcast Limited (Hong Kong)
27. Pt Caprock Comm Indonesia (Indonesia)
28. Speedcast Limited (Indonesia)
29. Harris Comm Services SDN BHD (Malaysia)
30. Speedcast Energy SDN BHD (Malaysia)
31. Speedcast Malaysia SDC BHD (Malaysia)
32. Speedcast Myanmar Company Limited (Myanmar)
33. Oceanic Broadband Solutions Pty Ltd (Papua New Guinea)
34. Caprock Communications Pte Ltd (Singapore)
35. Speedcast Singapore Pte Ltd (Singapore)
36. Speedcast Limited (Thailand)
37. Evolution Communications Group Ltd (British Virgin Islands)
38. Globecom International Limited (British Virgin Islands)
39. DKH Holdings C.V. (Netherlands)
40. Globecom Cooperatief U.A. (Netherlands)
41. Globecom Europe B.V. (Netherlands)
42. Globecom Holdings B.V. (Netherlands)
43. Globecom Asia Pte Ltd (Singapore)
44. Extrizone (Pty) Ltd (South Africa)
45. Globecom Systems SA (Pty) Ltd (South Africa)
46. Cachendo LLC (USA, Delaware)
47. Comsource Inc. (USA, Delaware)

48. Dkh International LLC (USA, Delaware)
49. Globecom International LLC (USA, Delaware)
50. Globecom License Sub LLC (USA, Delaware)
51. Globecom Network Services Corporation (USA, Delaware)
52. Telaurus Communications LLC (USA, Delaware)
53. Turbo Logic Associates LLC (USA, Delaware)
54. GSI Properties Corp. (USA, New York)
55. HCT Acquisition, LLC (USA, Delaware)
56. Cosmos Holdings Acquisition Corp. (USA, Delaware)

Special Contingency Program

Named Insureds: Speedcast International Limited including Hermes Datacoms and Speedcast France, plus the following:

1. Maritime Communications
2. Harris Caprock Communications, Inc.
3. Spacelink Systems, Inc.
4. CR Communications, Inc.
5. CapRock Communications International, Inc.
6. CCI Services Corp.
7. Caprock International Holdings Ltd
8. Harris Communications de Mexico, S de RL de CV
9. Harris Communications Servicios de Mexico S de RL de CV
10. CapRock Comunicacoes do Brasil Ltda
11. PT CapRock Communications Indonesia
12. CapRock Communications (Australia) Pty. Ltd.
13. CapRock Communications Pte. Ltd.
14. CapRock UK Limited
15. CapRock Communications International Limited
16. CapRock Communications Norway AS
17. CapRock Comunicacoes Angola, LDA
18. CCI Services Corporation – Equatorial Guinea
19. Harris PNG Ltd.
20. ST Teleport
21. Globecom