

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)

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

PLEASE TAKE NOTICE THAT, on April 23, 2020, SpeedCast International Limited and its debtor affiliates in the above-captioned chapter 11 cases, as debtors and debtors in possession (collectively, the “Debtors”), filed the *Emergency Motion of Debtors for Entry of Interim and Final Orders (I) Authorizing Debtors to Pay Prepetition Obligations to (A) Critical Vendors, (B) Foreign Creditors, (C) Lien Claimants, and (D) 503(b)(9) Claimants; (II) Approving Letter Agreement with Intelsat US LLC; and (III) Granting Related Relief* (the “**Motion**”), with a proposed interim order grating the relief requested in the Motion attached thereto as Exhibit A (the “**Initial Proposed Order**”).

PLEASE TAKE FURTHER NOTICE THAT, the Debtors hereby file a revised proposed *Interim Order (I) Authorizing Debtors to Pay Prepetition Obligations to (A) Critical Vendors, (B) Foreign Creditors, (C) Lien Claimants, and (D) 503(b)(9) Claimants; (II) Approving*

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.



Letter Agreement with Intelsat US LLC; and (III) Granting Related Relief, attached hereto as **Exhibit A** (the “**Revised Proposed Order**”).

PLEASE TAKE FURTHER NOTICE THAT, a redline of the Revised Proposed Order marked against the Initial Proposed Order is attached hereto as **Exhibit B**.

Dated: April 24, 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 24, 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. 21

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

Upon the motion, dated April 23, 2020 (the “**Motion**”)² of SpeedCast International Limited and its affiliated debtors in the above-captioned chapter 11 cases, as debtors and debtors in possession (collectively, the “**Debtors**”), for entry of an order pursuant to sections 105(a), 363(b), and 503(b)(9) of the Bankruptcy Code and Bankruptcy Rules 6003, 6004 and 9019 (i) authorizing the Debtors to pay, in their sole discretion, amounts owed to (a) the Critical Vendors; (b) the Foreign Creditors; (c) the Lien Claimants; and (d) the 503(b)(9) Claimants; (ii) approving certain terms of a letter agreement between Speedcast Communications Inc. (“**SCI**”), on behalf of itself and certain of the other Debtors, and Intelsat US LLC and certain of its affiliated entities (“**Intelsat**”); and (iii) granting related relief, all as more fully set forth in the Motion; and upon consideration of the Healy Declaration; and this Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. § 1334; and

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

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

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

IT IS HEREBY ORDERED THAT

1. The Debtors are authorized, but not directed, pursuant to sections 105(a), 363(b), and 503(b)(9) of the Bankruptcy Code, in the reasonable exercise of their business judgment, to honor, pay, or otherwise satisfy the prepetition Vendor Claims for the Critical Vendors; provided, however, that payment on account of the Critical Vendor Claims shall not exceed an aggregate amount of \$2.10 million pending entry of the Final Order.

2. The Debtors shall undertake all appropriate efforts to cause the Vendor Claimants to enter into Trade Agreements with the Debtors as a condition of payment of each such Vendor Claimant's Vendor Claims. The Debtors are authorized to negotiate, modify, or amend the form of a Trade Agreement in its reasonable business judgment, which shall be subject to review by the advisors to the Ad Hoc Group of Secured Lenders in accordance with the DIP Order

and the DIP Documents, including, without limitation, section 6.09(a)(vi) of the DIP Credit Agreement (as defined in the DIP Order).

3. The Debtors are authorized, but not directed, pursuant to sections 105(a), 363(b), and 503(b)(9) of the Bankruptcy Code, in the reasonable exercise of their business judgment, to honor, pay, or otherwise satisfy the prepetition Foreign Claims for the Foreign Creditors upon such terms and in the manner provided for in this Interim Order and in the Motion; provided, however, that payment on account of the Foreign Claims shall not exceed an aggregate amount of \$2.60 million pending entry of the Final Order.

4. The Debtors are authorized, but not directed, pursuant to sections 105(a), 363(b), and 503(b)(9) of the Bankruptcy Code, in the reasonable exercise of their business judgment, to honor, pay, or otherwise satisfy the prepetition Lien Claims for the Lien Claimants upon such terms and in the manner provided for in this Interim Order and in the Motion; provided, however, that payment on account of the Lien Claims shall not exceed an aggregate amount of \$455,000 pending entry of the Final Order.

5. The Debtors are authorized, but not directed, pursuant to sections 105(a), 363(b), and 503(b)(9) of the Bankruptcy Code, in the reasonable exercise of their business judgment, to honor, pay, or otherwise satisfy the undisputed prepetition 503(b)(9) Claims for the 503(b)(9) Claimants, upon such terms and in the manner provided for in this Interim Order and in the Motion; provided, however, that payment on account of the 503(b)(9) Claims shall not exceed an aggregate amount of \$1.55 million pending entry of the Final Order. The Debtors are authorized, but not directed, to condition payment of the Vendor Claims upon entry into corresponding Trade Agreements in the exercise of their reasonable business judgment.

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

7. If, either after executing a Trade Agreement or receiving notification of this Interim Order, a Vendor Claimant accepts payment pursuant to the relief requested by the Motion and thereafter does not continue to provide the goods and services to the Debtors on the Customary Trade Terms (regardless of whether a Trade Agreement has been executed), and subject to any Trade Agreement that may be executed between the Debtors and such Vendor Claimant, 14 days after receipt by the Vendor Claimant of a notice of non-performance and if no objection with the Court has been filed: (a) such payment may be deemed by the Debtors to be an improper postpetition transfer on account of a prepetition claim and, therefore, will be immediately recoverable by the Debtors in cash upon written request; (b) upon recovery by the Debtors of such payment, any prepetition claim of such Vendor Claimant shall be reinstated as if the payment by the Debtors had not been made in the first instance; and (c) if there exists an outstanding postpetition balance due from the Debtors to such Vendor Claimant, then the Debtors may elect to recharacterize and apply any payment made by the Debtors to such Vendor Claimant (if the Debtors would be permitted to pay such Vendor Claimant in cash in accordance with the DIP Order and the DIP Documents) pursuant to the relief requested by the Motion to such outstanding postpetition balance, and such Vendor Claimant will be required to repay to the Debtors such paid amounts exceeding the postpetition obligations then outstanding from the Debtors to such Vendor Claimant without the right of any setoffs, claims, provisions for payment of any claims, or otherwise.

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

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

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

11. 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**").

12. The mutual releases in the Intelsat Agreement attached to the Motion as **Exhibit C**, are hereby approved and Intelsat is hereby deemed to have a general unsecured claim

against the Debtors in the amount of \$44 million; provided, that such claim represents Intelsat's entire and sole claim against the Debtors for (i) any prepetition amounts owing by the Debtors to Intelsat and (ii) any and all amounts due to Intelsat for the provision of services through June 30, 2020.

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

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

15. In the event the Debtors exceed the aggregate amounts payable under this Interim Order to Critical Vendors, Foreign Creditors, Lien Claimants, or 503(b)(9) Claimants during the interim period, Debtors shall file a notice with the Court describing the category and overage amount.

16. Notwithstanding anything to the contrary herein, any payment to be made by the Debtors pursuant to the authority granted herein shall be subject to and in compliance with

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

17. 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.

18. Nothing herein shall impair or prejudice the rights of the U.S. Trustee and the statutory committee appointed in these chapter 11 cases, which are expressly reserved, to object to any payment made pursuant to this order to a Vendor Claimant that is an insider (as such term is defined in section 101(31) of the Bankruptcy Code), or an affiliate of an insider, of the Debtors. To the extent the Debtors intend to make a payment to a Vendor Claimant that is an insider or an affiliate of an insider of the Debtors, the Debtors shall, to the extent reasonably practicable, provide five (5) business days' advance notice to, and opportunity to object by the U.S. Trustee and any statutory committee appointed in these chapter 11 cases; provided, that if any party objects to the payment, the Debtors shall not make such payment without further order of the Court

19. The Debtors shall maintain a matrix/schedule of amounts directly or indirectly paid, subject to the terms and conditions of this Interim Order, including the following

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

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

21. 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 this Motion on a final basis shall not impair or otherwise affect any action taken pursuant to this Interim Order.

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

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

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

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

26. 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.

27. A final hearing to consider the relief requested in the Motion shall be held on **May 14, 2020 at 2:30 (Prevailing Central Time)** and any objections or responses to the Motion shall be filed on or prior to **May 11, 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. <u>21</u>

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

Upon the motion, dated April 23, 2020 (the “**Motion**”)² of SpeedCast International Limited and its affiliated debtors in the above-captioned chapter 11 cases, as debtors and debtors in possession (collectively, the “**Debtors**”), for entry of an order pursuant to sections 105(a), 363(b), and 503(b)(9) of the Bankruptcy Code and Bankruptcy Rules 6003, 6004 and 9019 (i) authorizing the Debtors to pay, in their sole discretion, amounts owed to (a) the Critical Vendors; (b) the Foreign Creditors; (c) the Lien Claimants; and (d) the 503(b)(9) Claimants; (ii) approving certain terms of a letter agreement between Speedcast Communications Inc. (“**SCI**”), on behalf of itself and certain of the other Debtors, and Intelsat US LLC and certain of its affiliated entities (“**Intelsat**”); and (iii) granting related relief, all as more fully set forth in the Motion; and upon consideration of the Healy Declaration; and this Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28

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

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

U.S.C. § 1334; and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and it appearing that venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided; and such notice having been adequate and appropriate under the circumstances, and it appearing that no other or further notice need be provided; and this Court having reviewed the Motion; and this Court having held a hearing to consider the relief requested in the Motion; and all objections, if any, to the Motion having been withdrawn, resolved, or overruled; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtors and their estates as contemplated by Bankruptcy Rule 6003 and is in the best interests of the Debtors and their respective estates and creditors; and upon all of the proceedings had before this Court and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT

1. The Debtors are authorized, but not directed, pursuant to sections 105(a), 363(b), and 503(b)(9) of the Bankruptcy Code, in the reasonable exercise of their business judgment, to honor, pay, or otherwise satisfy the prepetition Vendor Claims for the Critical Vendors; provided, however, that payment on account of the Critical Vendor Claims shall not exceed an aggregate amount of \$2.10 million pending entry of the Final Order.

2. The Debtors shall undertake all appropriate efforts to cause the Vendor Claimants to enter into Trade Agreements with the Debtors as a condition of payment of each such Vendor Claimant's Vendor Claims. The Debtors are authorized to negotiate, modify, or amend the form of a Trade Agreement in its reasonable business judgment, which shall be

subject to review by the advisors to the Ad Hoc Group of Secured Lenders in accordance with the DIP Order and the DIP Documents, including, without limitation, section 6.09(a)(vi) of the DIP Credit Agreement (as defined in the DIP Order).

3. The Debtors are authorized, but not directed, pursuant to sections 105(a), 363(b), and 503(b)(9) of the Bankruptcy Code, in the reasonable exercise of their business judgment, to honor, pay, or otherwise satisfy the prepetition Foreign Claims for the Foreign Creditors upon such terms and in the manner provided for in this Interim Order and in the Motion; provided, however, that payment on account of the Foreign Claims shall not exceed an aggregate amount of \$2.60 million pending entry of the Final Order.

4. The Debtors are authorized, but not directed, pursuant to sections 105(a), 363(b), and 503(b)(9) of the Bankruptcy Code, in the reasonable exercise of their business judgment, to honor, pay, or otherwise satisfy the prepetition Lien Claims for the Lien Claimants upon such terms and in the manner provided for in this Interim Order and in the Motion; provided, however, that payment on account of the Lien Claims shall not exceed an aggregate amount of \$455,000 pending entry of the Final Order.

5. The Debtors are authorized, but not directed, pursuant to sections 105(a), 363(b), and 503(b)(9) of the Bankruptcy Code, in the reasonable exercise of their business judgment, to honor, pay, or otherwise satisfy the undisputed prepetition 503(b)(9) Claims for the 503(b)(9) Claimants, upon such terms and in the manner provided for in this Interim Order and in the Motion; provided, however, that payment on account of the 503(b)(9) Claims shall not exceed an aggregate amount of \$1.55 million pending entry of the Final Order. The Debtors are authorized, but not directed, to condition payment of the Vendor Claims upon entry into corresponding Trade Agreements in the exercise of their reasonable business judgment.

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

7. If, either after executing a Trade Agreement or receiving notification of this Interim Order, a Vendor Claimant accepts payment pursuant to the relief requested by the Motion and thereafter does not continue to provide the goods and services to the Debtors on the Customary Trade Terms (regardless of whether a Trade Agreement has been executed), and subject to any Trade Agreement that may be executed between the Debtors and such Vendor Claimant, 14 days after receipt by the Vendor Claimant of a notice of non-performance and if no objection with the Court has been filed: (a) such payment may be deemed by the Debtors to be an improper postpetition transfer on account of a prepetition claim and, therefore, will be immediately recoverable by the Debtors in cash upon written request; (b) upon recovery by the Debtors of such payment, any prepetition claim of such Vendor Claimant shall be reinstated as if the payment by the Debtors had not been made in the first instance; and (c) if there exists an outstanding postpetition balance due from the Debtors to such Vendor Claimant, then the Debtors may elect to recharacterize and apply any payment made by the Debtors to such Vendor Claimant (if the Debtors would be permitted to pay such Vendor Claimant in cash in accordance with the DIP Order and the DIP Documents) pursuant to the relief requested by the Motion to such outstanding postpetition balance, and such Vendor Claimant will be required to repay to the Debtors such paid amounts exceeding the postpetition obligations then outstanding from the Debtors to such Vendor Claimant without the right of any setoffs, claims, provisions for payment of any claims, or otherwise.

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

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

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

11. 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**").

12. The mutual releases in the Intelsat Agreement attached to the Motion as **Exhibit C**, are hereby approved and Intelsat is hereby deemed to have a general unsecured claim

against the Debtors in the amount of \$44 million; provided, that such claim represents Intelsat's entire and sole claim against the Debtors for (i) any prepetition amounts owing by the Debtors to Intelsat and (ii) any and all amounts due to Intelsat for the provision of services through June 30, 2020.

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

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

15. In the event the Debtors exceed the aggregate amounts payable under this Interim Order to Critical Vendors, Foreign Creditors, Lien Claimants, or 503(b)(9) Claimants during the interim period, Debtors shall file a notice with the Court describing the category and overage amount.

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

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

18. Nothing herein shall impair or prejudice the rights of the U.S. Trustee and the statutory committee appointed in these chapter 11 cases, which are expressly reserved, to object to any payment made pursuant to this order to a Vendor Claimant that is an insider (as such term is defined in section 101(31) of the Bankruptcy Code), or an affiliate of an insider, of the Debtors. To the extent the Debtors intend to make a payment to a Vendor Claimant that is an insider or an affiliate of an insider of the Debtors, the Debtors shall, to the extent reasonably practicable, provide five (5) business days' advance notice to, and opportunity to object by the U.S. Trustee and any statutory committee appointed in these chapter 11 cases; provided, that if

any party objects to the payment, the Debtors shall not make such payment without further order of the Court

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

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

21. ~~18.~~ 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 this Motion on a final basis shall not impair or otherwise affect any action taken pursuant to this Interim Order.

22. ~~19.~~ The requirements of Bankruptcy Rule 6003(b) have been satisfied.

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

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

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

26. ~~23.~~ 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.

27. ~~24.~~ A final hearing to consider the relief requested in the Motion shall be held on May 14, 2020 at ~~_____~~ 2:30 (Prevailing Central Time) and any objections or responses to the Motion shall be filed on or prior to ~~_____~~ May 11, 2020 at 4:00 p.m. (Prevailing Central Time).

Dated: _____, 2020
Houston, Texas

UNITED STATES BANKRUPTCY JUDGE

Summary report:	
Litera® Change-Pro for Word 10.8.2.11 Document comparison done on 4/24/2020 3:34:59 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: iw://WEILDMS/WEIL/97460868/1	
Modified DMS: iw://WEILDMS/WEIL/97460923/2	
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Delete	17
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Move To	0
Table Insert	0
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Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	41