

**UNITED STATES BANKRUPTCY COURT**  
**DISTRICT OF Delaware**

In re Scottish Holdings, Inc., et al.  
 Debtor

Case No. 18-10160 (LSS)

**INITIAL MONTHLY OPERATING REPORT**

**File report and attachments with Court and submit copy to United States Trustee within 15 days after order for relief.**

Certificates of insurance must name United States Trustee as a party to be notified in the event of policy cancellation. Bank accounts and checks must bear the name of the debtor, the case number, and the designation "Debtor in Possession." Examples of acceptable evidence of Debtor in Possession Bank accounts include voided checks, copy of bank deposit agreement/certificate of authority, signature card, and/or corporate checking resolution.

REQUIRED DOCUMENTS	Document Attached	Explanation Attached
<b>12-Month Cash Flow Projection (Form IR-1)</b>	Yes	
<b>Certificates of Insurance:</b>		
Workers Compensation	Yes	
Property	n/a	
General Liability	Yes	
Vehicle	Yes	
Other: D&O	Yes	
Identify areas of self-insurance w/liability caps		
<b>Evidence of Debtor in Possession Bank Accounts</b>		
Tax Escrow Account	Yes	
General Operating Account	Yes	
Money Market Account pursuant to Local Rule 4001-3 for the District of Delaware <u>only</u> . Refer to: <a href="http://www.deb.uscourts.gov/">http://www.deb.uscourts.gov/</a>	Yes	
Other: Add'l cash and investment accounts	Yes	
<b>Retainers Paid (Form IR-2)</b>	Yes	

I declare under penalty of perjury (28 U.S.C. Section 1746) that this report and the documents attached are true and correct to the best of my knowledge and belief.

\_\_\_\_\_  
 Signature of Debtor

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Signature of Joint Debtor

\_\_\_\_\_  
 Date

TJ Keller  
 Signature of Authorized Individual\*

2/20/2018  
 Date

TJ Keller  
 Printed Name of Authorized Individual

CFO  
 Title of Authorized Individual

\*Authorized individual must be an officer, director or shareholder if debtor is a corporation; a partner if debtor is a partnership; a manager or member if debtor is a limited liability company.

In re Scottish Holdings, Inc., et al. Debtor  
 Case No. 18-10160 (LSS)

**CASH FLOW PROJECTIONS FOR THE 12 MONTH PERIOD: February 2018 through January 2019**

This schedule must be filed with the Court and a copy submitted to the United States Trustee within 15 days after the order for relief. Amended cash flow projections should be submitted as necessary.

Cash Beginning of Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Total
<b>SEE ATTACHED</b>												
<b>RECEIPTS</b>												
CASH SALES												
ACCOUNTS RECEIVABLE												
LOANS AND ADVANCES												
SALE OF ASSETS												
OTHER (ATTACH LIST)												
<b>TOTAL RECEIPTS</b>												
<b>DISBURSEMENTS</b>												
NET PAYROLL												
PAYROLL TAXES												
SALES, USE, AND OTHER TAXES												
INVENTORY PURCHASES												
SECURED/ RENTAL/ LEASES												
INSURANCE												
ADMINISTRATIVE & SELLING												
OTHER (ATTACH LIST)												
PROFESSIONAL FEES												
U.S. TRUSTEE FEES												
COURT COSTS												
<b>TOTAL DISBURSEMENTS</b>												
<b>NET CASH FLOW</b>												
(RECEIPTS LESS DISBURSEMENTS)												
<b>Cash End of Month</b>												

Scottish Re: 18-10160 (LSS)  
 SALIC Cash Forecast as of 2.13.18\*

SALIC Liquidity Cash Forecast	2018 Feb	2018 Mar	2018 Apr	2018 May	2018 Jun	2018 Jul	2018 Aug	2018 Sep	2018 Oct	2018 Nov	2018 Dec	2019 Jan
Beginning Cash	6,449,492	5,596,863	4,901,549	3,537,677	2,941,099	3,162,350	2,294,049	2,384,847	2,581,718	2,158,668	2,283,671	4,545,343
Net Reinsurance	(4,357,288)	-	-	-	-	-	-	-	-	-	-	-
Investment Income	34,550	17,637	12,213	19,360	110,283	26,904	33,451	16,462	10,272	18,171	93,885	25,952
Intercompany Transfers	-	-	-	-	-	-	-	-	-	-	-	-
Operating Expenses (excl. Restructuring Costs)	(104,483)	(77,960)	(781,596)	(70,151)	(14,940)	(624,573)	(11,004)	(85,923)	(695,964)	(91,035)	(63,523)	(599,528)
Normal course payables	(61,587)	(61,587)	(61,587)	(61,587)	(61,587)	(61,587)	(61,587)	(61,587)	(61,587)	(61,587)	(61,587)	(61,587)
Interco transfer pricing	-	-	-	-	-	-	-	-	-	-	-	-
Restructuring Costs	(808,125)	(657,750)	(685,000)	(615,252)	(592,500)	(315,250)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)
Professional Fees	-	-	(76,570)	-	-	(24,174)	-	-	(9,927)	-	-	(9,538)
U.S. Trustee Fees	(974,195)	(797,297)	(1,604,752)	(746,988)	(669,027)	(1,025,584)	(77,591)	(152,510)	(772,477)	(157,622)	(130,110)	(675,653)
<b>Total Expenses</b>	<b>(5,296,932)</b>	<b>(779,660)</b>	<b>(1,592,539)</b>	<b>(727,628)</b>	<b>(558,744)</b>	<b>(998,680)</b>	<b>(44,140)</b>	<b>(135,048)</b>	<b>(762,205)</b>	<b>(139,451)</b>	<b>(36,225)</b>	<b>(649,701)</b>
<b>Cash provided by (used in) operations</b>	<b>1,152,560</b>	<b>(278,117)</b>	<b>(691,000)</b>	<b>(190,951)</b>	<b>382,355</b>	<b>(836,330)</b>	<b>(244,091)</b>	<b>(100,191)</b>	<b>(180,487)</b>	<b>(220,783)</b>	<b>(142,614)</b>	<b>(103,759)</b>
Bond Maturities	-	-	100,000	-	650,000	-	-	200,000	250,000	175,000	2,275,000	750,000
Bond Paydown Receipts	87,015	84,346	128,667	131,050	129,995	130,379	134,937	132,919	89,156	89,453	22,897	10,290
Sales	4,357,288	-	-	-	-	-	-	-	-	-	-	-
Cash/Security Transfer	-	-	-	-	-	-	-	-	-	-	-	-
Purchases	-	-	-	-	-	-	-	-	-	-	-	-
<b>Cash provided by (used in) investing</b>	<b>4,444,303</b>	<b>84,346</b>	<b>228,667</b>	<b>131,050</b>	<b>779,995</b>	<b>130,379</b>	<b>134,937</b>	<b>332,919</b>	<b>339,156</b>	<b>264,453</b>	<b>2,297,897</b>	<b>760,290</b>
Net change in cash	(852,630)	(695,314)	(1,363,872)	(596,578)	221,251	(868,301)	90,797	196,871	(423,049)	125,002	2,261,672	110,589
<b>Ending Cash - SALIC Liquidity</b>	<b>5,596,863</b>	<b>4,901,549</b>	<b>3,537,677</b>	<b>2,941,099</b>	<b>3,162,350</b>	<b>2,294,049</b>	<b>2,384,847</b>	<b>2,581,718</b>	<b>2,158,668</b>	<b>2,283,671</b>	<b>4,545,343</b>	<b>4,655,931</b>

\* Cash forecast includes only SALIC liquidity and excludes cash held in trust for third-party cedents.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/13/2018

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

<b>PRODUCER</b>  WILLIS OF NEW YORK One World Financial Center 200 Liberty Street New York, NY 10281	877-946-7378	<b>CONTACT</b> NAME: Karen Bergmueller PHONE (A/C, No, Ext): 212-915-8009 E-MAIL: <a href="mailto:CERTIFICATES@WILLIS.COM">CERTIFICATES@WILLIS.COM</a> FAX: 888-467-2378												
<b>INSURED</b>  Scottish Holdings, Inc. 14120 Ballantyne Corporate Place Suite 300 Charlotte, NC 28277	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td>INSURER B: Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER C: Hartford Accident &amp; Indemnity Insurance Company</td> <td>22357</td> </tr> <tr> <td>INSURER D: Ace American Insurance Company</td> <td>00626</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </tbody> </table>		INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Fire Insurance Company	19682	INSURER B: Hartford Casualty Insurance Company	29424	INSURER C: Hartford Accident & Indemnity Insurance Company	22357	INSURER D: Ace American Insurance Company	00626	INSURER E:	
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**COVERAGES**

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INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	10 UUN VN7865	11/19/17	11/19/18	EACH OCCURENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> <input type="checkbox"/>	10 UUN VN7865	11/19/17	11/19/18	COMBINED SINGLE LIMIT (Each Occurrence) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/>				
B		<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	10 RHU VN6722	11/19/17	11/19/18	EACH OCCURENCE \$5,000,000 AGGREGATE \$5,000,000 \$ \$ \$
C		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	10 WB AJ5380	11/19/17	11/19/18	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D		<b>OTHER</b> International Package	PHFD3792309 004	11/19/17	11/19/18	Various limits

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER**

**CANCELLATION**

Office of the United States Trustee  
 Attn: Timothy J. Fox, Esq.  
 844 King Street  
 Suite 2207  
 Wilmington, DE 19801

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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<b>INSURED</b>  Scottish Re Group Limited and its subsidiaries including but not limited to Scottish Holdings, Inc. and Scottish Annuity & Life Insurance Company (Cayman) Ltd. 4 Par-la-ville Road Hamilton, Bermuda HM 08	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Houston Casualty Company</td> <td>42374</td> </tr> <tr> <td>INSURER B: XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER C: Allied World Assurance Company, Ltd</td> <td>--</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Houston Casualty Company	42374	INSURER B: XL Specialty Insurance Company	37885	INSURER C: Allied World Assurance Company, Ltd	--	INSURER D:		INSURER E:	
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A		<b>OTHER</b> Directors & Officers Liability (run-off)	14-MG-16-A12956	1/31/18	1/31/24	\$15,000,000
B		Excess D&O Run-off	ELU146003-16	1/31/18	1/31/24	\$15,000,000 x \$15,000,000
C		Excess D&O Run-Off (A-Side)	C015133/006	1/31/18	1/31/24	\$10,000,000 x \$30,000,000
						<b>Total \$40,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER**

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 Attn: Timothy J. Fox, Esq.  
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AUTHORIZED REPRESENTATIVE

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re

**SCOTTISH HOLDINGS, INC., et al.,**

Debtors.<sup>1</sup>

Chapter 11

Case No. 18-10160 (LSS)

Jointly Administered

Re: D.I. 8

**INTERIM ORDER GRANTING DEBTORS' MOTION FOR ENTRY OF  
INTERIM AND FINAL ORDERS (A) AUTHORIZING THE DEBTORS TO  
(I) CONTINUE THEIR CASH MANAGEMENT SYSTEM, (II) HONOR CERTAIN  
RELATED PREPETITION OBLIGATIONS, (III) MAINTAIN EXISTING  
BUSINESS FORMS, AND (IV) CONTINUE TO PERFORM INTERCOMPANY  
TRANSACTIONS, (B) AUTHORIZING AND DIRECTING THE DEBTORS'  
BANKS TO HONOR ALL RELATED PAYMENT REQUESTS, (C) GRANTING  
INTERIM AND FINAL WAIVERS OF THE DEBTORS' COMPLIANCE WITH  
SECTION 345(B) OF THE BANKRUPTCY CODE, (D) SCHEDULING A FINAL  
HEARING, AND (E) GRANTING RELATED RELIEF**

Upon the motion (the "Motion")<sup>2</sup> of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of interim (this "Interim Order") and final orders, (a) authorizing the Debtors to (i) continue their Cash Management System, (ii) honor certain related prepetition obligations, (iii) maintain existing business forms in the ordinary course of business, and (iv) continue to perform the Intercompany Transactions consistent with transfer pricing agreements and historical practice, (b) authorizing and directing the Debtors' banks to honor all related payment requests, (c) waiving the Debtors' compliance with investment guidelines set forth in section 345(b) of the Bankruptcy Code, (d) scheduling a final hearing (the "Final Hearing") to consider entry of the proposed final order granting the Motion

<sup>1</sup> The Debtors, along with the last four digits of their federal tax identification numbers, are as follows: Scottish Holdings, Inc. (4408) and Scottish Annuity & Life Insurance Company (Cayman) Ltd. (3285). The Debtors' mailing address for purposes of these Chapter 11 Cases is 14120 Ballantyne Corporate Place, Suite 300, Charlotte, NC 28277.

<sup>2</sup> Capitalized terms not defined in this Order are defined in the Motion.

and (e) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion was appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; 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 Motion is GRANTED on an interim basis as set forth herein.
2. The Final Hearing, if required, on the Motion will be held on February 21, 2018 at 2:00pm (prevailing Eastern time). Objections, if any, that relate to the Motion shall be filed and served so as to be actually received by the Debtors' proposed counsel on or before Feb. 14, 2018 at 4:00 p.m. (prevailing Eastern time). Any objection shall set forth in writing and with particularity the factual and legal basis of the

objection. If no objections are filed to the Motion, the Court may enter the Final Order without further notice or hearing.

3. The Debtors are authorized, but not directed, to: (a) continue operating the Cash Management System, as described in the Motion; (b) honor their prepetition obligations related thereto; (c) maintain existing business forms; and (d) continue to perform Intercompany Transactions consistent with the transfer pricing agreements and historical practice, in each case subject to the limitations described in the Motion, this Interim Order.

4. The Debtors are further authorized, in their sole discretion, to: (a) continue to use, with the same account numbers, the Bank Accounts in existence as of the Petition Date, including those accounts identified on **Exhibit C** attached to the Motion; (b) use, in their present form, all correspondence and business forms (including letterhead, purchase orders, and invoices), as well as checks and other documents related to the Bank Accounts existing immediately before the Petition Date and thereafter, without reference to the Debtors' status as debtors in possession; (c) treat the Debtors' existing Bank Accounts for all purposes as accounts of the Debtors as debtors in possession; (d) deposit funds in and withdraw funds from the Bank Accounts by all usual means, including checks, wire transfers, and other debits; (e) pay the prepetition Bank Fees; and (f) pay any ordinary course bank fees incurred in connection with the Debtors' existing Bank Accounts, and to otherwise perform their obligations under the documents governing the Debtors' existing Bank Accounts.

5. Each of the Banks is authorized to debit the Debtors' accounts in the ordinary course of business without need for further order of this Court for: (a) all checks, items, and other payment orders drawn on the Debtors' accounts which are cashed at such Bank's counters or exchanged for cashier's checks by the payees thereof prior to the Bank's receipt of



notice of filing of these Chapter 11 Cases; (b) all checks, automated clearing house entries, and other items deposited or credited to one of the Debtors' accounts with such Bank prior to the commencement of these Chapter 11 Cases which have been dishonored, reversed, or returned unpaid for any reason, together with any fees and costs in connection therewith, to the same extent the individual Debtor was responsible for such items prior to commencement of these Chapter 11 Cases; and (c) all undisputed prepetition amounts outstanding as of the date hereof, if any, owed to any Bank as service charges for the maintenance of the Cash Management System.

6. All Banks at which the Debtors' existing Bank Accounts are maintained are authorized to continue to maintain, service, and administer the Debtors' existing Bank Accounts as accounts of the Debtors as debtors in possession, without interruption and in the ordinary course, and to receive, process, honor, and pay, to the extent of available funds, any and all checks, drafts, wires, and ACH transfers issued and drawn on the Debtors' existing Bank Accounts after the Petition Date by the holders or makers thereof, as the case may be.

7. All Banks provided with notice of this Interim Order maintaining any of the Debtors' existing Bank Accounts shall not honor or pay any bank payments drawn on the listed Bank Accounts or otherwise issued before the Petition Date for which the Debtors specifically issue stop payment orders in accordance with the documents governing such Bank Accounts.

8. In the course of providing cash management services to the Debtors, each of the Banks is authorized, without further order of this Court, to deduct the applicable fees from the appropriate accounts of the Debtors, and further, to charge back to the appropriate accounts of the Debtors any amounts resulting from returned checks or other returned items, including returned items that result from ACH transactions, wire transfers, or other electronic transfers of

any kind, regardless of whether such items were deposited or transferred prepetition or postpetition and regardless of whether the returned items relate to prepetition or postpetition items or transfers.

9. Subject to the terms set forth herein, any of the Debtors' Banks may rely on the representations of the Debtors with respect to whether any check, item, or other payment order drawn or issued by the Debtors prior to filing of the Petition should be honored pursuant to this or any other order of this Court, and such Bank shall not have any liability to any party for relying on such representations by the Debtors as provided for herein.

10. Any Banks are further authorized to (a) honor the Debtors' directions with respect to the opening and closing of any Bank Account and (b) accept and hold, or invest, the Debtors' funds in accordance with the Debtors' instructions; provided, however, that the Debtors' Banks shall not have any liability to any party for relying on such representations to the extent such reliance otherwise complies with applicable law.

11. The Debtors are authorized to open any new Bank Accounts or close any existing Bank Accounts as they may deem necessary and appropriate in their sole discretion; provided, however, that the Debtors give notice within fifteen (15) days to the Office of the United States Trustee for the District of Delaware and any statutory committees appointed in these Chapter 11 Cases; provided, further, however that the Debtors shall open any such new Bank Accounts at banks that have executed a Uniform Depository Agreement with the Office of the United States Trustee for the District of Delaware, or at such banks that are willing to immediately execute such an agreement.

12. For banks at which the Debtors hold Bank Accounts that are party to a Uniform Depository Agreement with the Office of the United States Trustee for the District of

Delaware, within fifteen (15) days of the date of entry of this Order the Debtors shall (a) contact each bank, (b) provide the bank with each of the Debtors' employer identification numbers and (c) identify each of their Bank Accounts held at such banks as being held by a debtor in possession in a bankruptcy case, and provide the case number.

13. The Debtors' time to comply with section 345(b) of the Bankruptcy Code with respect to any uncovered financial institutions is hereby extended for a period of ~~forty-five~~<sup>thirty</sup> ~~(45)~~<sup>30</sup> days from the date of this Interim Order (the "Extension Period"), provided that such extension is without prejudice to the Debtors' right to request a further extension of the Extension Period or the waiver of the requirements of section 345(b) of the Chapter 11 Cases, including at the Final Hearing.

14. The Debtors are authorized to use, in their present form, all correspondence and business forms (including letterhead, purchase orders, and invoices), as well as checks and other documents related to the Bank Accounts existing immediately before the Petition Date and thereafter, without reference to the Debtors' status as debtors in possession, provided that once the Debtors' preprinted correspondence, business forms (including letterhead) and existing checks have been used, the Debtors shall begin printing the "Debtor in Possession" legend and the bankruptcy case number on such items within ten (10) days of the date of entry of this Order.

15. Notwithstanding anything to the contrary set forth herein, the Debtors are authorized to continue Intercompany Transactions arising from or related to the operation of their business in the ordinary course. In connection with the Intercompany Transactions, the Debtors shall continue to maintain current records with respect to all transfers of cash so that all Intercompany Transactions may be readily ascertained, traced, and properly recorded on

intercompany accounts; provided, that such records shall distinguish between prepetition and postpetition transactions. The Debtors are authorized to continue engaging in Intercompany Transactions in connection with the Cash Management System in the ordinary course of business; provided, however, that there shall be no intercompany loans from the Debtors to any non-debtors, absent further order of the Court; and provided further that absent further order of the Court, transfers from the Debtors to non-debtor affiliates shall not exceed \$100,000.

16. Notwithstanding the relief granted in this Interim Order and any actions taken pursuant to such relief, nothing in this Interim Order shall be deemed: (a) an admission as to the validity of any prepetition claim against a Debtor entity; (b) a waiver of the Debtors' right to dispute any prepetition claim on any grounds; (c) a promise or requirement to pay any prepetition claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Interim Order or the Motion; (e) a request or authorization to assume any prepetition agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; or (f) a waiver of the Debtors' rights under the Bankruptcy Code or any other applicable law.

17. Notwithstanding the Debtors' use of a consolidated cash management system, the Debtors shall calculate quarterly fees under 28 U.S.C. § 1930(a)(6) based on the disbursements of each Debtor, regardless of which entity pays those disbursements.

18. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

19. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

20. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Interim Order are immediately effective and enforceable upon its entry.

21. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Interim Order in accordance with the Motion.

22. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Interim Order.

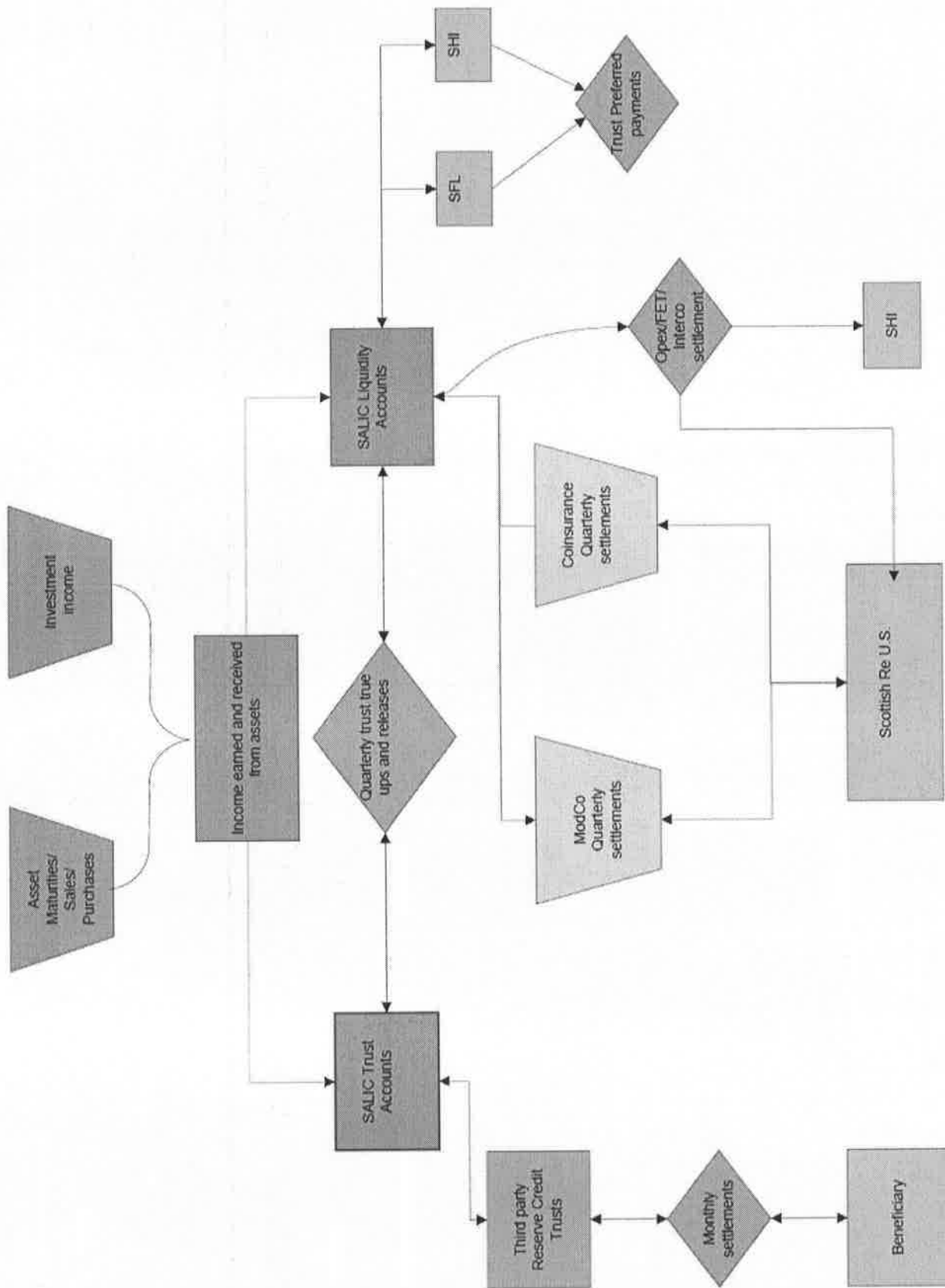
July 30, 2018  
Wilmington, Delaware

  
UNITED STATES BANKRUPTCY JUDGE

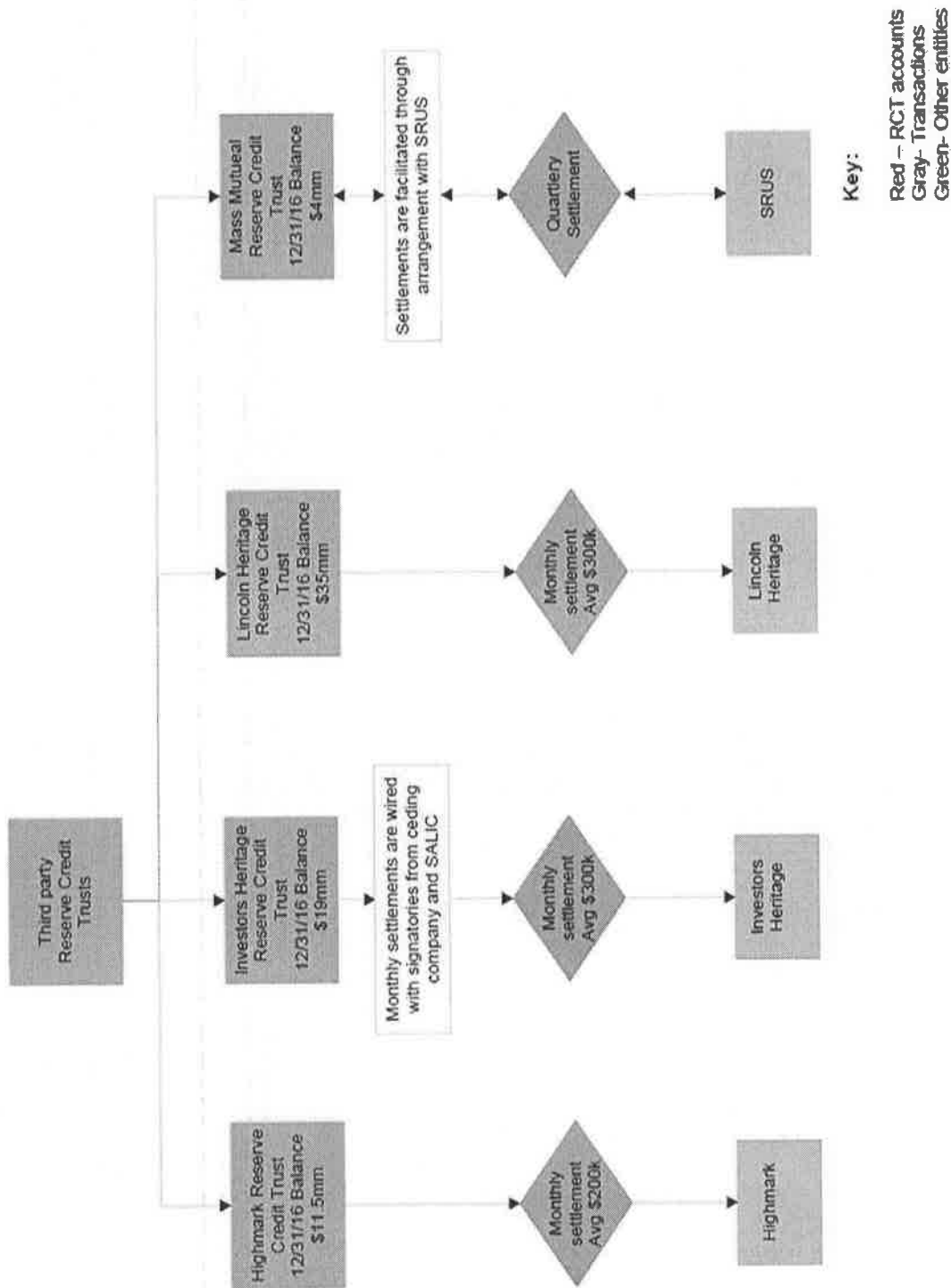
**DEBTORS' BANK ACCOUNTS**

Entity Name	Bank Name	Account Name	Account Type	Acct # Last 4 Digits
SALIC	Bank of New York Mellon	SALIC RCT - Highmark (CT)		7664
SALIC	Bank of New York Mellon	SALIC RCT - Investors Heritage		7671
SALIC	Bank of New York Mellon	SALIC RCT - Highmark (NY)		7672
SALIC	Bank of New York Mellon	SALIC RCT - Lincoln Heritage		7676
SALIC	Bank of New York Mellon	Scottish Annuity Mass Mutual Subact		3624
SALIC	Bank of New York Mellon	Scottish Annuity CM Life Subact		3625
SALIC	Bank of New York Mellon	Scottish Annuity Mass Mutual Life		3629
SALIC	Bank of New York Mellon	Scottish Annuity CM Life Insurance		3630
SALIC	Comerica	SALIC - LC Collateral	Letter of Credit Collateral	3478
SALIC	ICD	SALIC - ICD Money Market	Money Market	2334.USD
SALIC	Bank of New York Mellon	SALIC - Capital 1		4002
SALIC	Bank of New York Mellon	SALIC - Stingray		9502
SALIC	Bank of New York Mellon	SALIC - Capital 3		8400
SALIC	Bank of New York Mellon	SRD - RCT SRE 1		4002
SALIC	Wells Fargo	SALIC FET	Federal Excise Taxes	6875
SALIC	Wells Fargo	SALIC Payables Account	Payables Account	4643
SHI	Bank of New York Mellon	SHI - Capital 1		4002
SHI	Wells Fargo	SHI - OPS DISBURSEMENTS		9899

**Scottish Annuity & Life Insurance Company (Cayman) Ltd. Cash Management System**



**Scottish Annuity & Life Insurance Company  
(Cayman) Ltd. Trust Settlements**







Payee	Date Paid	Number	Name of Payor	Amount	Amount Applied to Date	Balance
Morris, Nichols, Arsht & Tunnell LLP	1/26/2018	Wire	Scottish Annuity and Life Insurance Company	225,000.00	79,419.86	145,580.14
Hogan Lovells US LLP	1/24/2018	Wire	Scottish Annuity and Life Insurance Company	200,000.00	98,192.50	101,807.50
Mayer Brown LLP	1/24/2018	Wire	Scottish Annuity and Life Insurance Company	250,000.00	140,241.15	109,758.85