

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

Dynamic Aerostructures LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 25-10292 (xxx)

(*Joint Administration Pending*)

**DEBTORS' MOTION FOR ENTRY OF INTERIM AND FINAL
ORDERS (I) AUTHORIZING DEBTORS TO (A) MAINTAIN EXISTING
INSURANCE POLICIES AND PAY ALL INSURANCE OBLIGATIONS ARISING
THEREUNDER, AND (B) RENEW, SUPPLEMENT, MODIFY, OR PURCHASE
INSURANCE COVERAGE; AND (II) GRANTING RELATED RELIEF**

Dynamic Aerostructures LLC and its affiliated debtors and debtors in possession (each, a “Debtor” and collectively, the “Debtors”) in the above-captioned chapter 11 cases, by and through their undersigned proposed counsel, hereby submit this motion (this “Motion”) for entry of interim and final orders granting the relief described below. In support hereof, the Debtors rely on the *Declaration of Eric N. Ellis in Support of Debtors' Chapter 11 Petitions and First Day Motions* (the “First Day Declaration”),² filed concurrently herewith, and further represent as follows:

JURISDICTION AND VENUE

1. The United States Bankruptcy Court for the District of Delaware (the “Court”) has jurisdiction to consider this Motion under 28 U.S.C. §§ 157 and 1334 and the *Amended Standing*

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number are: Dynamic Aerostructures LLC (3076); Dynamic Aerostructures Intermediate LLC (9800); and Forrest Machining LLC (3421). The Debtors’ service address is 27756 Avenue Mentry, Valencia, California 91355.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the First Day Declaration.



Order of Reference from the United States District Court for the District of Delaware dated February 29, 2012.

2. Pursuant to Rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), the Debtors confirm their consent to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

3. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of these chapter 11 cases and this Motion is proper in this district under 28 U.S.C. §§ 1408 and 1409.

4. The statutory bases for the relief requested herein are sections 105(a), 362, 363(b), [364], 1107(a), and 1108 of title 11 of the United States Code, as amended (the “Bankruptcy Code”), Rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Local Rule 9013-1(m).

RELIEF REQUESTED

5. The Debtors respectfully request entry of interim and final orders, substantially in the forms attached hereto as **Exhibit A** and **Exhibit B** (respectively, the “Interim Order” and the “Final Order”): (i) authorizing the Debtors, in their discretion, to (a) maintain their existing insurance policies and pay all premiums, taxes, deductibles, administration costs, consulting fees, brokers’ fees, assessments, or other fees arising thereunder or in connection therewith in the ordinary course of business (the “Insurance Obligations”), including any Insurance Obligations for prepetition periods, and (b) renew, supplement, modify, or purchase insurance coverage as needed in the Debtors’ business judgment without further order of this Court, and (ii) granting related relief.

6. The Debtors further respectfully request that the Court schedule a final hearing to consider approval of this Motion on a final basis within thirty (30) days following the Petition Date (defined below), or as soon thereafter as the Court's schedule permits (such period, the "Interim Period").

7. The Debtors also request that the Interim Order and the Final Order (a) authorize all applicable banks and other financial institutions (collectively, the "Banks"), when requested by the Debtors in their sole discretion, to receive, process, honor, and pay any and all checks, drafts, and other forms of payment, including fund transfers, on account of the Insurance Obligations, whether such checks or other requests were submitted before, on, or after the Petition Date, (b) authorize the Banks to rely on the representations of the Debtors as to which checks and fund transfers are subject to this Motion, provided that no such Bank shall have any liability to any party for relying on such direction and representations by the Debtors, (c) provide that the Banks shall, at the direction of the Debtors, receive, process, honor, and pay all prepetition and postpetition checks and fund transfers on account of the Insurance Obligations that had not been honored and paid as of the Petition Date, provided that sufficient funds are on deposit in the applicable accounts to cover such payments and that no such Bank shall have any liability to any party for relying on such direction by the Debtors, and (d) authorize the Debtors to issue new postpetition checks or effect new postpetition fund transfers to replace any checks, drafts, and other forms of payment which may be inadvertently dishonored or rejected

BACKGROUND

8. On February 26, 2025 (the "Petition Date"), each Debtor filed a voluntary petition for relief pursuant to chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. Concurrently with the filing of this Motion, the Debtors filed a

motion requesting procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b) and Local Rule 1015-1. No request for the appointment of a trustee or examiner has been made in these chapter 11 cases, and no official committee of unsecured creditors has been appointed in these chapter 11 cases.

9. The Debtors are a leading manufacturer and supplier of critical structural components and assemblies for the aerospace and defense industry. The Debtors specialize in complex, large-format structural airframe and wing components, large aluminum structures, and complex assemblies for key aerospace and defense customers such as Lockheed Martin, Northrop Grumman, and Boeing, among others. The Debtors have one of the largest independent aerospace and defense manufacturing sites in North America, operating out of 226,000 square feet across two facilities in Southern California.

10. Additional factual background regarding the Debtors, including their business operations, their corporate and capital structure, and the events leading to the filing of these chapter 11 cases, is set forth in detail in the First Day Declaration, filed concurrently herewith and incorporated herein by reference.

A. THE INSURANCE POLICIES

11. The Debtors maintain numerous insurance policies (as may be amended, modified, or supplemented as described herein and, together with any insurance policies that the Debtors may purchase after the date hereof, the “Insurance Policies”) administered by multiple third-party insurance carriers (collectively, the “Insurance Carriers”). The Insurance Policies provide coverage for, among other things, property, general liability, automobile liability, umbrella

liability, workers' compensation, directors' and officers' liability, and cyber risk liability. A schedule of the Insurance Policies is attached hereto as Exhibit C.³

12. Continuation and renewal of the Insurance Policies and entry into new Insurance Policies is essential to protecting the value of the Debtors' businesses, properties, and assets, and complying with obligations under certain leases to which Debtors are parties. Not only are some of the Insurance Policies required by various regulations, laws, and contracts that govern the Debtors' commercial activities, but 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). Moreover, the Operating Guidelines for Chapter 11 Cases issued by the Office of United States Trustee for Region 3 (the "U.S. Trustee Guidelines") require that a debtor maintain adequate insurance coverage

13. The current annual premiums and Brokerage Fees (as defined below) under the Insurance Policies total approximately \$1,028,735. The premiums on the Insurance Policies are paid by the Debtors either on a monthly, quarterly, or annual basis. The Debtors believe that the coverage types, levels, and premiums for the Insurance Policies are typical for comparably sized companies in the Debtors' industry and are necessary for the continued operation of the Company. The Debtors intend to renew or replace any expiring Insurance Policies, keeping the coverage consistent with their present coverage but taking into consideration certain factors that may have

³ The inclusion of an Insurance Policy on, or the omission of an Insurance Policy from, Exhibit C does not indicate the Debtors' intention to in the future renew or enter into new Insurance Policies not listed on Exhibit C. In addition, the Debtors reserve the right to amend, modify, or supplement Exhibit C. The descriptions of the Insurance Policies set forth in this Motion, including on Exhibit C, constitute a summary only. The actual terms of the Insurance Policies and related agreements will govern in the event of any inconsistency with the description in this Motion. The Debtors request authority to honor existing Insurance Policies and to renew Insurance Policies, as applicable, regardless of whether the Debtors inadvertently failed to include a particular Insurance Policy on Exhibit C, and any such omitted Insurance Policy is hereby included in the defined term "Insurance Policies" as used herein and in the Interim and Final Orders.

affected the Debtors' business or the cost of the policies, such as, among other things, the changes in the insurance marketplace. As of the Petition Date, the Debtors estimate that approximately \$260,000 will be due and owing during the Interim Period relating to premiums for the Insurance Policies. In addition, certain of the Debtors' Insurance Policies may provide for periodic premium adjustments, which could either increase or decrease the Debtors' Insurance Obligations.

14. By this Motion, the Debtors seek authorization to make payments of Insurance Obligations—including any amounts owing on account of the Brokerage Fees (as defined below)—attributable to the prepetition period (plus any unforeseen deductible payment amounts for prepetition claims), including any premium adjustments that might come due after the Petition Date.

B. BROKERAGE FEES

15. The Debtors typically obtain certain of the Insurance Policies through the assistance of their insurance broker, Arthur J. Gallagher Risk Management Services LLC ("Gallagher" or the "Broker"). The Broker assists the Debtors by aiding with the procurement and negotiation of certain Insurance Policies and enables the Debtors to obtain those policies on advantageous terms at competitive rates and in a cost-effective manner.

16. The agreement between the Debtors and the Broker provides for the Broker's collection of commission payments for services rendered related to the Insurance Policies. The commission percentage is determined by the Insurance Carriers depending on the Debtors' line of business. Commissions paid to the Broker are included in the premiums paid by the Debtors. The Debtors do not believe that any amounts are due and owing to the Broker on account of fees and commissions as of the Petition Date, but as a precaution, request authority to pay any such prepetition amounts in the ordinary course of business and consistent with past practices.

C. WORKERS' COMPENSATION

17. The Debtors maintain workers' compensation insurance coverage (the "Workers' Compensation Program") that provides coverage for employee-related injuries, disabilities, or death, as prescribed by state and federal workers' compensation laws and other statutes.

18. Under the laws of the state where the Debtors operate, the Debtors are required to maintain the Workers' Compensation Program for their employees for claims arising from or related to employment by the Debtors (the "Workers' Compensation Claims"). The Workers' Compensation Program is administered by Insurance Company of the West (the "WC Insurer"). The Workers' Compensation Program provides coverage for the Debtors' employees in the states where the Debtors operate, as well as related employer liability arising from the Workers' Compensation Claims. The premium for the Workers' Compensation Program is \$715,568 for the calendar year, paid in equal monthly installments of approximately \$71,551. The premium is also subject to an audit and adjustment annually at the end of each policy period based on actual wages for the applicable policy period. As of the Petition Date, the Debtors owe \$178,317 to the WC Insurer on account of an audit for the prior policy period (the "WC Insurer Audit Amount").

19. The Debtors' Workers Compensation Policy is identified on Exhibit C attached hereto, which references the applicable policy numbers, policy periods and effective dates, and premium amounts. Through this Motion, the Debtors seek authorization to pay all amounts due in connection with the Workers' Compensation Program, including all deductibles and any other amounts related to any prepetition workers' compensation claims, including the WC Insurer Audit

Amount and any other amount as a result of any audit, in the ordinary course of business, without any cap.⁴

20. Failure to maintain workers' compensation insurance could result in administrative or legal proceedings against the Debtors and their officers and directors and could cause Employee departures, either of which would disrupt the business. Accordingly, the Debtors respectfully request authority, in their discretion, to: (a) modify the automatic stay solely to permit employees to proceed with their workers' compensation claims in the appropriate judicial or administrative forum; and (b) pay up to all obligations arising out of the Workers' Compensation Program, including any outstanding insurance premiums and any other amounts related to prepetition workers' compensation claims, as they become due in the ordinary course of the Debtors' businesses.

BASIS FOR RELIEF

I. PAYMENT OF THE INSURANCE OBLIGATIONS IS REQUIRED BY THE BANKRUPTCY CODE AND THE U.S. TRUSTEE OPERATING GUIDELINES AND IS AUTHORIZED UNDER BANKRUPTCY CODE SECTIONS 1107(A) AND 1108

21. The Debtors, operating their businesses as debtors in possession under sections 1107(a) and 1108 of the Bankruptcy Code, are fiduciaries "holding the bankruptcy estate[s] and operating the business[es] for the benefit of [their] creditors and (if the value justifies) equity owners." *In re CoServ, L.L.C.*, 273 B.R. 487, 497 (Bankr. N.D. Tex. 2002). Implicit in the duties of a chapter 11 debtor in possession is the duty "to protect and preserve the estate, including an operating business's going concern value." *Id.*

⁴ The amounts of the workers' compensation claims vary by month, depending on the claims resolved during the month.

22. Courts have noted that there are instances in which a debtor in possession can fulfill its fiduciary duty “only . . . by the preplan satisfaction of a prepetition claim.” *Id.*; see also *In re Mirant Corp.*, 296 B.R. 427, 429–30 (Bankr. N.D. Tex. 2003) (allowing debtors to pay claims “reasonably believe[d]” to be authorized under the *CoServ* test or whose payment was necessary “in the exercise of their business judgment . . . in order for [the d]ebtors to continue their respective businesses”). The *CoServ* court specifically noted that preplan satisfaction of prepetition claims would be a valid exercise of a debtor’s fiduciary duty when the payment “is the only means to effect a substantial enhancement of the estate.” *CoServ*, 273 B.R. at 497. The court provided a three-pronged test for determining whether a preplan payment on account of a prepetition claim was a valid exercise of a debtor’s fiduciary duty:

First, it must be critical that the debtor deal with the claimant. Second, unless it deals with the claimant, the debtor risks the probability of harm, or, alternatively, loss of economic advantage to the estate or the debtor’s going concern value, which is disproportionate to the amount of the claimant’s prepetition claim. Third, there is no practical or legal alternative by which the debtor can deal with the claimant other than by payment of the claim.

Id. at 498.

23. Payment of the Insurance Obligations, and revision, extension, supplementation, renewal, change or entering into new Insurance Policies, as needed in the Debtors’ business judgment, meets the *CoServ* court’s standard. Continuation and renewal of the Insurance Policies and entry into new Insurance Policies is essential to protecting the value of the Debtors’ businesses, properties, and assets. Not only are some of the Insurance Policies required by various regulations, laws, and contracts that govern the Debtors’ commercial activities,⁵ Section 1112(b)(4)(C) of the

⁵ For example, if the Debtors fail to maintain the Workers’ Compensation Programs, among other things, state or local law may prohibit the Debtors from operating their businesses.

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). Moreover, as noted above, the U.S. Trustee Guidelines require that a debtor maintain adequate insurance coverage. Finally, as a fiduciary for the bankruptcy estates, the Debtors could be violating their duties if they in any way jeopardize the coverage provided under the Insurance Policies.

24. Indeed, non-payment of the Insurance Obligations could result in cancellation of the Insurance Policies, in which case the Debtors would not only be in violation of the U.S. Trustee Guidelines,⁶ the laws of various jurisdictions in which the Debtors operate, and various contractual agreements, but also at risk of being unable to find alternative insurance coverage and consulting services or find such alternatives only at a much higher cost than the Debtors currently incur. Therefore, the potential harm and economic disadvantage that would stem from the cancellation of the Insurance Policies are disproportionate to the amount of the Insurance Obligations, and the costs to renew, extend, supplement, change, or enter into new insurance coverage. Accordingly, the Debtors should be authorized to pay the Insurance Obligations and enter into new Insurance Policies, as needed in their business judgment.

II. HONORING THE INSURANCE OBLIGATIONS IN THE ORDINARY COURSE IS A SOUND EXERCISE OF THE DEBTORS’ BUSINESS JUDGEMENT

25. Section 363(b) of the Bankruptcy Code permits a debtor to use estate property “other than in the ordinary course of business” after notice and a hearing. 11 U.S.C. § 363(b)(1). Under section 363(b) of the Bankruptcy Code, courts require only that the debtor “show that a sound business purpose justifies such actions.” *In re Montgomery Ward Holding Corp.*, 242 B.R.

⁶ The U.S. Trustee Guidelines require that a debtor “is required to maintain” certain types of insurance coverage following the Petition Date. *See* U.S. Trustee Guidelines § 3.

147, 153 (D. Del. 1999) (internal citations omitted) (requiring that the debtor show a “sound business purpose” to justify its actions under section 363 of the Bankruptcy Code); *see also In re Phoenix Steel Corp.*, 82 B.R. 334, 335–36 (Bankr. D. Del. 1987). Further, “[w]here the debtor articulates a reasonable basis for its business decisions (as distinct from a decision made arbitrarily or capriciously), courts will generally not entertain objections to the debtor’s conduct.” *Comm. of Asbestos-Related Litigants and/or Creditors v. Johns-Manville Corp. (In re Johns-Manville Corp.)*, 60 B.R. 612, 616 (Bankr. S.D.N.Y. 1986); *see also In re Tower Air, Inc.*, 416 F.3d 229, 238 (3d Cir. 2005) (stating that “[o]vercoming the presumptions of the business judgment rule on the merits is a near-Herculean task”).

26. The Debtors have determined, in the sound exercise of their business judgment, that honoring the Insurance Obligations in the ordinary course of business is critical to the success of these chapter 11 cases.

27. First, the coverage provided under the Insurance Policies is essential for preserving the value of the Debtors’ assets and, in many instances, such coverage is required by various regulations, laws, and contracts that govern the Debtors’ business operations. Indeed, as noted above, the Debtors are required to maintain insurance coverage during these chapter 11 cases. Furthermore, applicable state law requires the Debtors to maintain the Workers’ Compensation Program to provide their employees with coverage for claims arising from or related to their employment with the Debtors.

28. Second, if the Debtors fail to pay the Insurance Obligations, the Insurance Carriers might seek to void the Debtors’ coverage under the Insurance Policies.⁷ Such a disruption of the

⁷ The Debtors reserve all rights with respect to the Insurance Policies, including the right to oppose any effort by any Insurance Carriers to terminate any of the Insurance Policies.

Debtors' insurance coverage could expose the Debtors to serious risks, including but not limited to: (a) direct liability for the payment of claims that otherwise would have been payable by the Insurance Carriers; (b) material costs and other losses that otherwise would have been reimbursed by the Insurance Carriers under the Insurance Policies; (c) the inability to obtain similar types of insurance coverage; and (d) higher costs for re-establishing lapsed policies or obtaining new insurance coverage. Any or all of these consequences could cause serious harm to the Debtors' businesses. Granting the relief requested herein will enhance the likelihood of the Debtors' successful rehabilitation, thereby furthering the goals of chapter 11, which is to "facilitat[e] the continued operation and rehabilitation of the debtor." *In re Ionosphere Clubs*, 98 B.R. 174, 176 (Bankr. S.D.N.Y. 1989).

29. The Debtors may also need to renew or replace certain of the Insurance Policies during the course of the chapter 11 cases or enter into new policies. If the Debtors do not pay the Insurance Obligations, there is a risk that the Insurance Carriers will refuse to renew the Insurance Policies.

30. Although the Debtors believe that any renewal, modification, or new execution of the Insurance Policies would constitute ordinary course transactions, which do not require Court approval, the Debtors nevertheless seek authority to continue to renew and modify the Insurance Policies consistent with their past practices to assure the Insurance Carriers that the Debtors have full authority with respect to new or modified arrangements without the need to obtain further approval from the Court.

III. THE COURT ALSO MAY GRANT THE MOTION PURSUANT TO SECTION 105(a) OF THE BANKRUPTCY CODE AND THE DOCTRINE OF NECESSITY

31. Section 105(a) of the Bankruptcy Code empowers the Court to "issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title."

11 U.S.C. § 105(a). Under section 105(a) of the Bankruptcy Code, courts may permit payments of prepetition obligations prior to confirmation of a plan and emergence from chapter 11 when essential to the continued operation of a debtor's business. Specifically, the Court may use its power under section 105(a) of the Bankruptcy Code to authorize payment of prepetition obligations pursuant to the "doctrine of necessity."

32. Under the "doctrine of necessity," bankruptcy courts may authorize the payment of prepetition claims if such payment is essential to the continued operation of the debtor. *In re Lehigh and New England Railway Co.*, 657 F.2d 570, 581 (3d Cir. 1981) (stating courts may authorize payment of prepetition claims when there "is the possibility that the creditor will employ an immediate economic sanction, failing such payment"); *see also In re Penn Cent. Transp. Co.*, 467 F.2d 100, 102 n.1 (3d Cir. 1972) (recognizing necessity of payment doctrine permits "immediate payment of claims of creditors where those creditors will not supply services or materials essential to the conduct of the business until its pre-reorganization claims have been paid"); *In re Just for Feet, Inc.*, 242 B.R. 821, 824–25 (D. Del. 1999) (noting that, in the Third Circuit, debtors may pay prepetition claims that are essential to continued operation of business); *In re Columbia Gas Sys., Inc.*, 171 B.R. 189, 191–92 (Bankr. D. Del. 1994) (same).

33. Although the "doctrine of necessity" predates the Bankruptcy Code, *see Miltenberger v. Logansport Ry. Co.*, 106 U.S. 286, 309 (1882), the modern application of the doctrine of necessity is grounded in specific provisions of the Bankruptcy Code, including sections 105(a), 1107(a) and 1108. *See In re CoServ, L.L.C.*, 273 B.R. 487, 497 (Bankr. N.D. Tex. 2002) (fiduciary duties implicit in section 1107(a) of the Bankruptcy Code justify the "preplan satisfaction of a prepetition claim" where necessary to preserve going concern value). The doctrine, largely unchanged from the Court's reasoning in *Miltenberger*, is a widely accepted

component of bankruptcy jurisprudence. *See Just for Feet, Inc.*, 242 at 826 (approving payment of key inventory suppliers' prepetition claims when such suppliers could destroy the debtor's business by refusing to deliver new inventory on the eve of debtor's key sales season); *Mich. Bureau of Workers' Disability Comp. v. Chateaugay Corp. (In re Chateaugay Corp.)*, 80 B.R. 279, 285–86 (S.D.N.Y. 1987) (affirming order authorizing payment of prepetition wages, salaries, expenses and benefits); *In re Payless Cashways, Inc.*, 268 B.R. 543, 546–47 (Bankr. W.D. Mo. 2001) (authorizing payment of critical prepetition suppliers' claims when such suppliers agreed to provide postpetition trade credit).

34. As described above, honoring the Insurance Obligations is necessary to preserve the value of the Debtors' assets, thereby ensuring the adequate protection of the Debtors' property for any party in interest, and to minimize the estates' exposure to risk. Failing to honor the Insurance Obligations, in contrast would likely have a material adverse effect on the ability of the Debtors to maximize the value of their estates. One or more of the Insurance Carriers could decline to renew their Insurance Policies or refuse to enter into new insurance agreements with the Debtors in the future. If the Insurance Policies are permitted to lapse or are otherwise terminated, the Debtors could face significant postpetition liability for personal or property damage, which, in turn, could harm all parties in interest. The Debtors would then be forced to obtain replacement insurance coverage on an emergency basis and potentially at significant cost. In addition, as noted above, certain insurance coverage is required by applicable law, such as the Workers Compensation Policies.

IV. THE DEBTORS CAN HONOR THEIR INSURANCE OBLIGATIONS IN THE ORDINARY COURSE OF BUSINESS WITHOUT NEED FOR COURT APPROVAL

35. Section 363(c)(1) of the Bankruptcy Code provides that a chapter 11 debtor in possession “may enter into transactions . . . [or] may use property of the estate in the ordinary

course of business without notice or a hearing.” 11 U.S.C. § 363(c)(1). The Bankruptcy Code does not define “ordinary course of business.” *In re Roth Am., Inc.*, 975 F.2d 949, 952 (3d Cir. 1992). In determining whether a transaction is in the ordinary course of business, the Third Circuit has adopted the two-part “horizontal” dimension and “vertical” dimension test. *Id.* First, the transaction must be analyzed on the horizontal dimension, where the court looks at whether, from an industry-wide perspective, the transaction is of the sort commonly undertaken by companies in that industry. *Id.* at 953. Second, the transaction must be analyzed on the vertical dimension, where the court looks at the transaction from the perspective of a hypothetical creditor and asks whether the transaction subjects such a creditor to different economic risks from those he accepted when he decided to extend credit. *See In re Nellson Nutraceutical, Inc.*, 369 B.R. 787, 797 (Bankr. D. Del. 2007). “In other words, the vertical analysis looks at the ‘debtor’s pre-petition business practices and conduct.’” *In re Blitz U.S.A., Inc.*, 475 B.R. 209, 214 (Bankr. D. Del. 2012) (quoting *Nellson*, 369 B.R. at 797).

36. Here, the Debtors seek only to honor their Insurance Obligations in the ordinary course of their prepetition businesses on a postpetition basis. Such obligations include, among other things, renewing the Insurance Policies when they expire and paying insurance premiums when due.

37. Accordingly, the Debtors believe that honoring their Insurance Obligations on a postpetition basis is in the ordinary course of business and, pursuant to section 363(c)(1) of the Bankruptcy Code, does not require notice and a hearing. As noted above, the Debtors are required to maintain adequate insurance, and, therefore, the Debtors are required to honor their Insurance Obligations to avoid substantial disruption to their day-to-day operations. Based on the foregoing, the Debtors submit that honoring their Insurance Obligations should be authorized under sections

105(a) and 363(b) of the Bankruptcy Code to the extent such activities are deemed outside the ordinary course of the Debtors' business.

38. Courts in this district have routinely granted similar relief. *See, e.g., In re FB Debt Financing Guarantor, LLC*, No. 23-10025 (KBO) (Jan. 13, 2023) (authorizing debtors to continue their current insurance policies, pay prepetition premiums and amounts related thereto, and enter into new insurance policies); *In re OSG Group Holdings, Inc., et al.*, No. 22-10718 (JTD) (Aug. 29, 2022) (same); *In re Enjoy Technology, Inc.*, No. 22-10580 (JKS) (Bankr. D. Del. July 20, 2022) (same); *In re TPC Group Inc.*, No. 22-10493 (CTG) (Bankr. D. Del. July 7, 2022) (same); *In re PWM Property Management LLC*, No. 21-11445 (MFW) (Bankr. D. Del. Dec. 1, 2021) (same).⁸

AUTHORIZING THE BANKS TO PROCESS INSURANCE-RELATED PAYMENTS IS APPROPRIATE

39. The Debtors also request that the Court authorize the Banks when requested by the Debtors, in their discretion, to receive, process, honor, and pay all checks or electronic fund transfers drawn on the Debtors' bank accounts presented for payment of, and to honor all fund transfer requests made by the Debtors related to, the claims that the Debtors request authority to pay in this Motion, regardless of whether the checks were presented or fund transfer requests were submitted before, on, or after the Petition Date, provided that sufficient funds are available in the applicable bank accounts to cover the checks and electronic fund transfers. The Debtors also request that the Banks be authorized to rely on the Debtors' designation or representation that any particular check or electronic payment request has been approved pursuant to the Interim Order and the Final Order.

⁸ Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request to the Debtors' proposed counsel.

40. The Debtors have sufficient liquidity to pay the amounts set forth in this Motion in the ordinary course of business and have implemented controls to ensure that prepetition claims will not be paid out except as authorized by this Court. The Debtors therefore submit that the payment-processing procedures described in this Motion are appropriate.

IMMEDIATE AND UNSTAYED RELIEF IS NECESSARY

41. The Court may grant the relief requested in this Motion immediately if the “relief is necessary to avoid immediate and irreparable harm.” Bankruptcy Rule 6003; *In re First NLC Fin. Servs., LLC*, 2008 Bankr. LEXIS 1466, 54 (Bankr. S.D. Fla. 2008). The Third Circuit has interpreted the language “immediate and irreparable harm” in the context of preliminary injunctions. In that context, the Third Circuit has instructed that irreparable harm is that which “cannot be redressed by a legal or an equitable remedy following a trial.” *Instant Air Freight Co. v. C.F. Air Freight, Inc.*, 882 F.2d 797, 801 (3d Cir. 1989). The Debtors submit that, for the reasons already set forth herein, the relief requested in this Motion is necessary to avoid immediate and irreparable harm to the Debtors and their estates.

42. The Debtors also request that the Court waive the stay imposed by Bankruptcy Rule 6004(h), which provides that “[a]n order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of fourteen (14) days after entry of the order, unless the court orders otherwise.” Fed. R. Bankr. P. 6004(h). As described above, the relief that the Debtors seek in this Motion is necessary for the Debtors to operate without interruption and to preserve value for their estates. Accordingly, the Debtors respectfully request that the Court waive the fourteen (14) day stay imposed by Bankruptcy Rule 6004(h), as the exigent nature of the relief sought herein justifies immediate relief.

RESERVATION OF RIGHTS

43. Nothing in this Motion: (a) is intended or shall be deemed to constitute an assumption of any agreement pursuant to section 365 of the Bankruptcy Code or an admission as to the validity of any claim against the Debtors or their estates; (b) shall impair, prejudice, waive, or otherwise affect the rights of the Debtors or their estates to contest the validity, priority, or amount of any claim against the Debtors or their estates; (c) shall impair, prejudice, waive, or otherwise affect the rights of the Debtors or their estates with respect to any and all claims or causes of action against any third party; or (d) shall be construed as a promise to pay a claim or continue any applicable program postpetition, which decision shall be in the discretion of the Debtors. Any payment made pursuant to an order of the Court granting the relief requested herein is not intended to be nor should it be construed as an admission as to the validity of any claim or a waiver of the Debtors' rights to subsequently dispute such claim.

NOTICE

44. The Debtors will provide notice of this Motion to: (a) United States Trustee for the District of Delaware; (b) the United States Attorney's Office for the District of Delaware; (c) the state attorneys general for all states in which the Debtors conduct business; (d) the Internal Revenue Service; (e) the United States Securities and Exchange Commission; (f) the holders of the thirty (30) largest unsecured claims against the Debtors on a consolidated basis; (g) counsel to the DIP Agent and DIP Lender; (h) counsel to the Prepetition Agent; (i) banks and financial institutions where the Debtors maintain accounts; (j) the Insurance Carriers; (k) the Broker, and (l) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors respectfully submit that, in light of the nature of the relief requested, no further notice is necessary.

CONCLUSION

WHEREFORE, the Debtors respectfully request that this Court enter the Interim Order and the Final Order, substantially in the form annexed hereto as **Exhibit A** and **Exhibit B**, respectively, granting the relief requested herein and such other and further relief as may be just and proper.

Dated: February 26, 2025
Wilmington, Delaware

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Proposed Counsel to the Debtors and Debtors in Possession

EXHIBIT A

Interim Order

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

In re:

Dynamic Aerostructures LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 25-10292 (xxx)

(Joint Administration Pending)

Related Docket No.

**INTERIM ORDER (I) AUTHORIZING DEBTORS TO (A) MAINTAIN EXISTING
INSURANCE POLICIES AND PAY ALL INSURANCE OBLIGATIONS ARISING
THEREUNDER, AND (B) RENEW, SUPPLEMENT, MODIFY, OR PURCHASE
INSURANCE COVERAGE; AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of the Debtors for entry of this interim order (the “Order”) and a final order: (i) authorizing the Debtors, in their discretion, to (a) maintain their existing insurance policies and pay all premiums, taxes, deductibles, administration costs, consulting fees, brokers’ fees, assessments, or other fees arising thereunder or in connection therewith in the ordinary course of business (the “Insurance Obligations”), including any Insurance Obligations for prepetition periods, and (b) renew, supplement, modify, or purchase insurance coverage as needed in the Debtors’ business judgment without further order of this Court, and (ii) granting related relief all as more fully set forth in the Motion; and upon consideration of 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

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number are: Dynamic Aerostructures LLC (3076); Dynamic Aerostructures Intermediate LLC (9800); and Forrest Machining LLC (3421). The Debtors’ service address is 27756 Avenue Mentry, Valencia, California 91355.

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

is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that venue of these cases and this proceeding is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were 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 thereon 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 on the Motion (the "Final Hearing") is set for _____, 2025 at __:__ a.m./p.m. (prevailing Eastern Time). Any objections or responses to the entry of the proposed Final Order shall be filed on or before 4:00 p.m. (prevailing Eastern Time) on _____, 2025 (the "Objection Deadline"), and shall be served on the following parties or their respective counsel on or before the Objection Deadline: (i) proposed co-counsel to the Debtors, Ropes & Gray LLP, 1211 Avenue of the Americas, New York, NY 10036 (Attn: Gregg M. Galardi; email: gregg.galardi@ropesgray.com) and Chipman Brown Cicero & Cole LLP, 1313 N. Market Street, Suite 5400, Wilmington, DE 19801 (Attn: Mark L. Desgrosseilliers and Robert A. Weber; email: desgross@chipmanbrown.com and weber@chipmanbrown.com); and 501 5th Ave., 15th Floor, New York, NY 10017 (Attn: Daniel G. Egan; email: egan@chipmanbrown.com); (ii) counsel to the DIP Agent and the DIP Lender, King & Spalding LLP, 1100 Louisiana St., Suite 4100, Houston, TX 77002 (Attn: Michael Fishel; email: mfishel@kslaw.com) and Young

Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, DE 19801 (Attn: Kenneth J. Enos; email: kenos@ycst.com); (iii) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lock Box 35, Wilmington, Delaware 19801 (Attn: Rosa Sierra-Fox; email: Rosa.Sierra-Fox@usdoj.gov); and (iv) counsel for any statutory committee appointed in these chapter 11 cases. If no objections or responses are filed and served by the Objection Deadline, the Court may enter the Final Order without further notice or hearing.

3. The Debtors are authorized, in their discretion, to continue the Insurance Policies in the ordinary course of business and honor their Insurance Obligations thereunder, including honoring any prepetition amounts outstanding up to \$260,000 on account of the Insurance Policies and pay premiums thereunder and fees due to the Broker in connection therewith.

4. The Debtors are authorized to renew, supplement, modify, extend, or enter into new Insurance Policies in the ordinary course and without further order of this Court. The Debtors shall provide reasonable advance notice to the U.S. Trustee, and DIP Lender, and any statutory committee appointed in these cases if the Debtors renew, amend, supplement, extend, terminate, replace, increase, or decrease existing insurance coverage or change insurance carriers or sureties, enter into any premium financing agreements, or obtain additional insurance coverage.

5. Subject to a final order on the Motion granting this relief, and after consultation with the DIP Lender, the Debtors are authorized to enter into premium financing agreements in the ordinary course of business in connection with any renewals, extensions, or new Insurance Policies to the extent that the Debtors determine such action is in the best interest of their estates; provided, however, to the extent the Debtors seek to enter any such agreements that are materially more onerous than any prior financing agreement, the Debtors shall seek court authority.

6. The Debtors are authorized, but not directed, in their discretion, to continue the Workers' Compensation Program and make any payments related thereto, including payment of any fees associated with the Workers' Compensation Program and any workers' compensation claim amounts, to the extent that the Debtors determine, in their discretion, that such actions are in the best interests of their estates.

7. Pursuant to section 362(d) of the Bankruptcy Code, employees of the Debtors are authorized to proceed with their claims under the Workers' Compensation Program in the appropriate judicial or administrative forum and the Debtors are authorized, but not directed, to continue the Workers' Compensation Program and pay all prepetition amounts relating thereto in the ordinary course. This modification of the automatic stay pertains solely to claims under the Workers' Compensation Program.

8. All Banks are (a) authorized and directed to receive, process, honor, and pay any and all prepetition and postpetition checks, drafts, electronic transfers, and other forms of payment used by the Debtors to satisfy their Insurance Obligations, whether presented before, on, or after the Petition Date; *provided* that sufficient funds are on deposit in the applicable accounts to cover such payments, and (b) prohibited from placing any holds on, or attempting to reverse, any transfers on account of Insurance Obligations. The Banks shall rely on the direction and representations of the Debtors as to which checks and fund transfers should be honored and paid pursuant to this Order, and no such Bank shall have any liability to any party for relying on such direction and representations by the Debtors as provided for in this Order.

9. Nothing in this Order nor any action taken hereunder: (a) is intended or shall be deemed to constitute an assumption of any agreement pursuant to section 365 of the Bankruptcy Code or an admission as to the validity of any claim against the Debtors or their estates; (b) shall

impair, prejudice, waive, or otherwise affect the rights of the Debtors or their estates to contest the validity, priority, or amount of any claim against the Debtors or their estates; (c) shall impair, prejudice, waive, or otherwise affect the rights of the Debtors or their estates with respect to any and all claims or causes of action against any third party; (d) shall be construed as a promise to pay a claim or continue any applicable program postpetition, which decision shall be in the discretion of the Debtors; or (e) shall create, or is intended to create, any rights in favor of, or enhance the status of any claim held by, any person. Any payment made pursuant to this Order is not intended to be nor should it be construed as an admission as to the validity of any claim or a waiver of the Debtors' rights to subsequently dispute such claim.

10. Notwithstanding the relief granted herein or any actions taken hereunder, nothing contained in this Interim Order shall create any rights in favor of or enhance the status of any claim held by any party in interest.

11. Notwithstanding anything to the contrary contained in the Motion or in this Order, the Debtors shall provide reasonable advance notice to counsel to the DIP Lender of any material changes or modifications to the Debtors' historical policies and practices with respect to any action taken or proposed to be taken hereunder, and the Debtors, in consultation with the DIP Lender, shall seek Court approval, on notice, of any such material changes or modification to the extent required under the Bankruptcy Code.

12. The requirements of Bankruptcy Rule 6003 are satisfied.

13. Notwithstanding Bankruptcy Rule 6004(h), or any other procedural rule, this Order shall be effective and enforceable immediately upon entry hereof and notice of the Motion as provided therein shall be deemed good and sufficient pursuant to the requirements of Bankruptcy Rule 6004(a) and the Local Rules.

14. The Debtors are authorized and empowered to take all actions necessary to implement the relief granted in this Order.

15. This Court shall retain exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

EXHIBIT B

Final Order

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

In re:

Dynamic Aerostructures LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 25-10292 (xxx)

(Joint Administration Pending)

Related Docket No.

**FINAL ORDER (I) AUTHORIZING DEBTORS TO (A) MAINTAIN EXISTING
INSURANCE POLICIES AND PAY ALL INSURANCE OBLIGATIONS ARISING
THEREUNDER, AND (B) RENEW, SUPPLEMENT, MODIFY, OR PURCHASE
INSURANCE COVERAGE; AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of the Debtors for entry of an interim order and this final order (the “Order”): (i) authorizing the Debtors, in their discretion, to (a) maintain their existing insurance policies and pay all premiums, taxes, deductibles, administration costs, consulting fees, brokers’ fees, assessments, or other fees arising thereunder or in connection therewith in the ordinary course of business (the “Insurance Obligations”), including any Insurance Obligations for prepetition periods, and (b) renew, supplement, modify, or purchase insurance coverage as needed in the Debtors’ business judgment without further order of this Court, and (ii) granting related relief, all as more fully set forth in the Motion; and upon consideration of 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

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proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that venue of these cases and this proceeding is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were 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 thereon and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is granted on a final basis, as set forth herein.
2. The Debtors are authorized, in their discretion, to continue the Insurance Policies in the ordinary course of business and honor their Insurance Obligations thereunder, including any and all prepetition amounts outstanding on account of the Insurance Policies and pay premiums thereunder and fees due to the Broker in connection therewith.
3. The Debtors are authorized to renew, supplement, modify, extend, or enter into new Insurance Policies in the ordinary course and without further order of this Court. The Debtors shall provide reasonable advance notice to the U.S. Trustee, and DIP Lender, and any statutory committee appointed in these cases if the Debtors renew, amend, supplement, extend, terminate, replace, increase, or decrease existing insurance coverage or change insurance carriers or sureties, enter into any premium financing agreements, or obtain additional insurance coverage.
4. After consultation with the DIP Lender, the Debtors are authorized to enter into premium financing agreements in the ordinary course of business in connection with any renewals,

extensions, or new Insurance Policies to the extent that the Debtors determine such action is in the best interest of their estates; provided, however, to the extent the Debtors seek to enter any such agreements that are materially more onerous than any prior financing agreement, the Debtors shall seek court authority.

5. The Debtors are authorized, but not directed, in their discretion, to continue the Workers' Compensation Program and make any payments related thereto, including payment of any fees associated with the Workers' Compensation Program and any workers' compensation claim amounts, to the extent that the Debtors determine, in their discretion, that such actions are in the best interests of their estates.

6. Pursuant to section 362(d) of the Bankruptcy Code, employees are authorized to proceed with their claims under the Workers' Compensation Program in the appropriate judicial or administrative forum and the Debtors are authorized, but not directed, to continue the Workers' Compensation Program and pay all prepetition amounts relating thereto in the ordinary course. This modification of the automatic stay pertains solely to claims under the Workers' Compensation Program.

7. All Banks are (a) authorized and directed to receive, process, honor, and pay any and all prepetition and postpetition checks, drafts, electronic transfers, and other forms of payment used by the Debtors to satisfy their Insurance Obligations, whether presented before, on, or after the Petition Date; *provided* that sufficient funds are on deposit in the applicable accounts to cover such payments, and (b) prohibited from placing any holds on, or attempting to reverse, any transfers on account of Insurance Obligations. The Banks shall rely on the direction and representations of the Debtors as to which checks and fund transfers should be honored and paid

pursuant to this Order, and no such Bank shall have any liability to any party for relying on such direction and representations by the Debtors as provided for in this Order.

8. Nothing in this Order nor any action taken hereunder: (a) is intended or shall be deemed to constitute an assumption of any agreement pursuant to section 365 of the Bankruptcy Code or an admission as to the validity of any claim against the Debtors or their estates; (b) shall impair, prejudice, waive, or otherwise affect the rights of the Debtors or their estates to contest the validity, priority, or amount of any claim against the Debtors or their estates; (c) shall impair, prejudice, waive, or otherwise affect the rights of the Debtors or their estates with respect to any and all claims or causes of action against any third party; (d) shall be construed as a promise to pay a claim or continue any applicable program postpetition, which decision shall be in the discretion of the Debtors; or (e) shall create, or is intended to create, any rights in favor of, or enhance the status of any claim held by, any person. Any payment made pursuant to this Order is not intended to be nor should it be construed as an admission as to the validity of any claim or a waiver of the Debtors' rights to subsequently dispute such claim.

9. Nothing in this Final Order or the Motion: (a) alters, amends or modifies the terms and conditions of any of the Insurance Policies, including, but not limited to, (i) the obligation, if any, of any Insurance Carrier to pay defense costs and any amounts within an insurance deductible and the right, if any, of any Insurance Carrier³ to seek reimbursement from the Debtors therefor, and (ii) the obligation, if any, of the Debtors to reimburse any Insurance Carrier for defense costs and any amounts within an insurance deductible; (b) relieves the Debtors of any of their obligations under the Insurance Policies; (c) creates or permits a direct right of action against an Insurance

³ For the avoidance of doubt, the term "Insurance Carrier" shall include all insurance carriers and third-party administrators that issued or entered into the Insurance Policies, whether or not such insurance carriers and third party administrators are identified on Exhibit C to the Motion.

Carrier; (d) precludes or limits, in any way, the rights of any Insurance Carrier to contest or litigate the existence, primacy, or scope of available coverage under any of the Insurance Policies; or (e) waives any Insurance Carriers' claims or rights against the Debtors, any of the Debtors' subsidiaries or affiliates, or any other person, entity, property or parties liable to such Insurance Carrier (whether under the Insurance Policies or otherwise).

10. Notwithstanding anything to the contrary contained in the Motion or in this Order, the Debtors shall provide reasonable advance notice to counsel to the DIP Lender of any material changes or modifications to the Debtors' historical policies and practices with respect to any action taken or proposed to be taken hereunder, and the Debtors, in consultation with the DIP Lender, shall seek Court approval, on notice, of any such material changes or modification to the extent required under the Bankruptcy Code.

11. The requirements of Bankruptcy Rule 6003 are satisfied.

12. Notwithstanding Bankruptcy Rule 6004(h), or any other procedural rule, this Order shall be effective and enforceable immediately upon entry hereof and notice of the Motion as provided therein shall be deemed good and sufficient pursuant to the requirements of Bankruptcy Rule 6004(a) and the Local Rules.

13. The Debtors are authorized and empowered to take all actions necessary to implement the relief granted in this Order.

14. This Court shall retain exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

EXHIBIT C**Schedule of Insurance Policies¹**

Type of Coverage	Insurer	Policy Number	Policy Term	Annual Premium Amount	Premium Payment Plan
Directors' and Officers' Liability	Allied World Surplus Lines Insurance Company	0313-9449	7/30/2024 – 7/30/2025	\$45,623.00	Annually
General & Property Liability	Federal Insurance Company	36078315	7/31/2024 – 7/31/2025	\$122,008.00	Quarterly
Automobile Liability	Federal Insurance Company	73629260	7/31/2024 – 7/31/2025	\$17,022.00	Quarterly
Umbrella Liability	Federal Insurance Company	936449660	7/31/2024 – 7/31/2025	\$34,611.00	Quarterly
Cyber Risk Liability	At-Bay Specialty Insurance Company	ATB-6645469-03	7/30/2024 – 7/30/2025	\$14,012.00	Annually
Workers' Compensation	Insurance Company of the West	WVE-5062072-03	7/31/2024 – 7/31/2025	\$715,511.00	Monthly
Aircraft Products	National Union Fire Insurance Company	AP-014852944-04	7/31/2024 – 7/31/2025	\$63,740.00	Annually

¹ The Debtors reserve the right to amend, modify, or supplement this Exhibit C. The descriptions of the Insurance Policies set forth herein constitute a summary only. The actual terms of the Insurance Policies and related agreements will govern in the event of any inconsistency with the description in the Motion, including in this Exhibit C. The Debtors request authority to honor existing Insurance Policies and to renew, extend, or modify Insurance Policies, as applicable, regardless of whether the Debtors inadvertently failed to include a particular Insurance Policy on Exhibit C, and any such omitted Insurance Policy is hereby included in the defined term "Insurance Policies" as used in the Motion and in the Interim Order and Final Order.

Flood Insurance (27712 Avenue Mentry)	Hartford Fire Insurance Company	6500392899	11/23/2024 – 11/23/2025	\$8,489.00	Annually
Flood Insurance (27756 Avenue Mentry)	Hartford Fire Insurance Company	6500395680	11/23/2024 – 11/23/2025	\$7,719.00	Annually