

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

Hudson 1701/1706, LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 25-11853 (KBO)

(Jointly Administered)

**MOTION OF THE DEBTORS FOR ENTRY OF INTERIM AND FINAL ORDERS
(I) AUTHORIZING THE DEBTORS TO (A) MAINTAIN INSURANCE COVERAGE
ENTERED INTO PREPETITION AND PAY RELATED PREPETITION
OBLIGATIONS, AND (B) RENEW, SUPPLEMENT, MODIFY, OR
PURCHASE INSURANCE COVERAGE, (II) AUTHORIZING BANKS TO HONOR
RELATED CHECKS AND TRANSFERS, AND (III) GRANTING RELATED RELIEF**

The above-captioned debtors and debtors-in-possession (the “**Debtors**”), by and through their proposed undersigned counsel, hereby move (the “**Motion**”) for the entry of an order, substantially in the form attached hereto as **Exhibit A**, granting the relief described below. In support of this Motion, the Debtors rely on the *Amended and Restated Declaration of Alan Tantleff in Support of Debtors’ Chapter 11 Petitions and First Day Motions* (the “**First Day Declaration**”)² and further respectfully state as follows:

RELIEF REQUESTED

1. The Debtors seek entry of orders, substantially in the forms attached as **Exhibit A** (the “**Interim Order**”) and **Exhibit B** (the “**Final Order**”), respectively (i) authorizing, but not directing, the Debtors, in their sole discretion, to (a) maintain insurance coverage entered into prepetition and pay related prepetition obligations, including any obligation arising under the

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are Hudson 1701/1706, LLC (0281) and Hudson 1702, LLC (0190). The Debtors’ headquarters and the mailing address for the Debtors is 11440 San Vicente Boulevard, 2nd Floor, Los Angeles, CA 90045.

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



Premium Financing Agreement (as defined below), and (b) renew, supplement, modify, or purchase insurance coverage or enter into premium financing agreements, (ii) authorizing all applicable banks or other financial institutions (the “**Banks**”) to honor related checks and transfers, and (iii) granting related relief.

JURISDICTION AND VENUE

2. The United States Bankruptcy Court for the District of Delaware (the “**Court**”) has jurisdiction over these chapter 11 cases, the Debtors, property of the Debtors’ estates and this matter under 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 as of February 29, 2012. This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2)(A).

3. Under rule 9013-1(f) of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the “**Local Rules**”), the Debtors consent to the entry of a final order by the Court on 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.

4. Venue is proper under 28 U.S.C. §§ 1408 and 1409.

5. The statutory bases for the relief requested in this Motion are sections 363 of title 11 of 11 U.S.C. § 101 *et seq.* (the “**Bankruptcy Code**”), rules 2002, 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and Local Rules 2002-1 and 9013-1(m).

BACKGROUND

6. On October 22, 2025 (the “**Petition Date**”), the Debtors each filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the “**Court**”), thereby commencing these cases (the “**Chapter 11**”).

Cases”). The Chapter 11 Cases are jointly administered for procedural purposes only pursuant to Bankruptcy Rule 1015(b).

7. The Debtors continue to be in possession of their properties, to operate their business, and manage their properties as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

8. To date, the Office of the United States Trustee for the District of Delaware (the “U.S. Trustee”) has not appointed a creditors’ committee in the Chapter 11 Cases, not has any trustee or examiner been appointed therein.

9. Additional factual background regarding the Debtors, including their business operations, their capital and debt structures and the events leading to the filing of these Chapter 11 Cases, is set forth in the First Day Declaration, which is fully incorporated herein by reference.

THE INSURANCE POLICIES AND RELATED OBLIGATIONS

I. The Debtors’ Insurance Policies

10. To operate their business, the Debtors’ maintain certain commercial insurance policies (each an “Insurance Policy,” and collectively the “Insurance Policies”),³ set forth on **Exhibit C**, that are administered through various third-party insurance carriers (each an “Insurance Carrier,” and collectively the “Insurance Carriers”), and which provide coverage for, among other things, property (primary and layered excess), stand-alone terrorism, commercial general liability, excess liability/umbrella, and community association management liability. The Insurance Policies are essential to the ongoing operation of the Debtors’ business. The Insurance

³ The descriptions of the Insurance Policies set forth in this Motion 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 have endeavored to identify and list each Insurance Policy on **Exhibit C**, and any omissions are inadvertent.

Policies are generally one year in length and renew annually. The annual premiums for the Insurance Policies total approximately \$1,645,521.79 in the aggregate.

11. Since the filing of these Chapter 11 Cases, and in connection with the Debtors' appointment of their independent director and engagement of their co-CROs, the Debtors separately procured directors and officers insurance (the "**D&O Insurance**"). The D&O Insurance provides for \$10 million of Side A limits at a total premium of \$153,000, plus applicable state tax. The D&O Insurance premium includes a 6-year extended reporting period.

12. The Debtors believe that they are authorized to pay any postpetition insurance premiums in the ordinary course, however, out of an abundance of caution, the Debtors seek authority, but not direction, to pay any insurance premiums and to continue and honor the insurance program on a postpetition basis in the ordinary course of business and consistent with past practices to ensure uninterrupted insurance coverage.

13. In addition, the Debtors are party to a premium financing agreement (the "**Premium Financing Agreement**") with IPFS of New York, LLC ("**IPFS**"), pursuant to which the Debtors finance certain of their Insurance Policies. Under the terms of the Premium Financing Agreement, an initial down payment of 25% was paid toward the total premium due for the financed policies, with ten (10) equal monthly payments of \$139,214.47 to be paid thereafter, with the final monthly payment due in March 2026. As of the Petition Date, there were no outstanding amounts due under the Premium Financing Agreement, however because the monthly payments must be paid within the first week of the month, a total of \$278,428.94 will become due and owing within 30 days of the filing of this Motion.

14. The Debtors' ability to maintain the Insurance Policies and to renew, supplement, and modify the same as needed, and to enter into new insurance policies as needed in the ordinary

course of business, is essential to preserving the value of the Debtors' estates. Moreover, in many instances, insurance coverage is required by statutes, rules, regulations, and contracts that govern the Debtors' commercial activities, including the requirements of the Office of the United States Trustee for the District of Delaware (the "**United States Trustee**"), that a debtor maintain adequate coverage given the circumstances of its chapter 11 case.

15. Accordingly, the Debtors request the authority to maintain the Insurance Policies, to pay related prepetition obligations (including any obligations pursuant to the Premium Financing Agreement), to renew, supplement, or modify the Insurance Policies or Premium Financing Agreement as needed, and to enter into new insurance policies and/or new premium financing agreements in the ordinary course of business.

II. The Debtors' Insurance Broker

16. The Debtors typically obtain their Insurance Policies through Brokers (the "**Brokers**"). The Brokers assist the Debtors in obtaining comprehensive insurance for the Debtors' operations by, among other things, managing renewal data, assisting the Debtors with the procurement and negotiation of the Insurance Policies, enabling the Debtors to obtain such policies on advantageous terms at competitive rates, and providing ongoing support throughout the applicable policy periods. In exchange for these services, the Debtors pay a broker commission and brokerage fees (collectively, the "**Brokers' Fees**"). The Brokers are essential to the Debtors' ability to secure insurance coverage, as they structure and manage the Insurance Policies in a reasonable and prudent manner and enable the Debtors to realize considerable savings in procuring insurance coverage.

17. As of the Petition Date, the Debtors do not believe they owe any amounts on account of Brokers' Fees, as such fees are paid in advance. Maintenance of the Debtors' Brokers'

services is essential to the continued operation of the Debtors' business and the laws of the jurisdiction in which the Debtors operate. Out of an abundance of caution, the Debtors request authority, but not direction, to pay any prepetition obligations owed to the Brokers and continue to pay Brokers' Fees for services rendered in the ordinary course of business to ensure uninterrupted coverage under their Insurance Policies.

BASIS FOR RELIEF REQUESTED

I. Continuation of the Insurance Policies is Required by the Bankruptcy Code and U.S. Trustee Operating Guidelines.

18. 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). In addition, in many instances, the coverage provided under an insurance program is required by the regulations, laws, and contracts that govern the Debtors' commercial activities as well as the United States Trustee for Region 3 Operating Guidelines for chapter 11 cases (the "**Operating Guidelines**"). The Debtors believe it is essential to their estates, and consistent with the Bankruptcy Code and the Operating Guidelines, that they (a) maintain and continue to make all payments required under their Insurance Policies, and (b) have the authority to supplement, amend, extend, renew, or replace coverage as needed, in their judgment, without further order of the Court.⁴

19. To ensure that the Debtors comply with section 1112(b)(4)(C) of the Bankruptcy Code, applicable state and federal regulations, and the Operating Guidelines, the Debtors respectfully request the authority to satisfy obligations related to the Insurance Policies in the

⁴ The Debtors believe that continuation of the Insurance Policies and the ability to supplement, amend, extend, renew or replace such Insurance Policy is authorized in the ordinary course under section 363(c)(1) of the Bankruptcy Code. The Debtors seek such relief out of an abundance of caution, however, given the importance of the Insurance Policies to the protection of their estates.

ordinary course of business, including any prepetition amounts due in connection with premiums, deductible fees, and brokerage fees, and if necessary to renew, supplement, or purchase insurance coverage on a postpetition basis in the ordinary course of business.

II. Renewing, Supplementing, Purchasing, or Entering Into New Insurance Policies, Satisfying Obligations Related to the Insurance Policies in the Ordinary Course is Authorized under Section 363(b) of the Bankruptcy Code.

20. The Debtors respectfully submit that payment of the Insurance Policies, in the Debtors' sole discretion, is necessary to maintain the continuity of the Debtors' operations and should be authorized under section 363(b) of the Bankruptcy Code. Section 363(b)(1) of the Bankruptcy Code authorizes the Court, after notice and a hearing, to permit a debtor to "use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b). To approve the use of assets outside the ordinary course of business under section 363(b), courts require only that the debtor "show that a sound business purpose justifies such actions." *Dai-Ichi Kangyo Bank, Ltd. v. Montgomery Ward Holding Corp. (In re Montgomery Ward Holding Corp.)*, 242 B.R. 147, 153 (D. Del. 1999) (internal citations omitted); *see also In re Phx. Steel Corp.*, 82 B.R. 334, 335–36 (Bankr. D. Del. 1987). Moreover, "[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." *In re Johns-Manville Corp.*, 60 B.R. 612, 616 (Bankr. S.D.N.Y. 1986) (citation omitted); *see also Myers v. Martin (In re Martin)*, 91 F.3d 389, 395 (3d Cir. 1996).

21. The nature and extent of the Debtors' business operations require them to maintain uninterrupted Insurance Policies. If the Debtors fail to pay any premiums, deductibles, or related fees under the Insurance Policies, then the applicable Insurer may seek to terminate the existing coverage, decline to renew coverage, or refuse to insure the Debtors in the future. If any part of the Insurance Policies should lapse without renewal, the Debtors could be exposed to substantial

liability for personal and/or property damages to the detriment of all stakeholders. Consequently, if the Debtors' Insurance Policies lapsed, the Debtors would be required to obtain replacement coverage on an emergency basis and, likely, at significant expense. Therefore, the continuation of the Insurance Policies on an uninterrupted basis is essential to preserve the Debtors' business and the value of the Debtors' estates for all parties in interest in these Chapter 11 Cases.

III. Renewing, Supplementing, Purchasing, or Entering Into New Insurance Policies, Satisfying Obligations Related to the Insurance Policies is a Proper Exercise of the Debtors' Fiduciary Duties under Sections 1107(a) and 1108 of the Bankruptcy Code.

22. In addition, the Court has the authority, pursuant to its equitable powers under section 105(a), to authorize the relief requested in this Motion because such relief is necessary for the Debtors to carry out their fiduciary duties under sections 1107(a) and 1108 of the Bankruptcy Code. Section 1107(a) of the Bankruptcy Code imposes an implied duty of the debtor-in-possession to "protect and conserve property" of the estate on behalf of a debtor's creditors and other parties in interest. *In re Marvel Entm't Grp., Inc.*, 140 F.3d 463, 474 (3d Cir. 1998) (citation omitted); *In re CoServ, L.L.C.*, 273 B.R. 487, 497 (Bankr. N.D. Tex. 2002) ("Implicit in the duties of . . . a debtor in possession . . . is the duty of such a fiduciary to protect and preserve the estate, including an operating business's going-concern value"); *see also Penick Pharm. v. McManigle (In re Penick Pharm., Inc.)*, 227 B.R. 229, 232–33 (Bankr. S.D.N.Y. 1998) ("[U]pon filing its petition, the Debtor became debtor in possession and, through its management . . . was burdened with the duties and responsibilities of a bankruptcy trustee."); *In re Advanced Contracting Sols., LLC*, 582 B.R. 285, 304 (Bankr. S.D.N.Y. 2018) ("As fiduciaries, the debtor-in-possession and its managers are obligated to treat all parties to the case fairly, maximize the value of the estate . . . and protect and conserve the debtor's property.").

23. Similar procedures have been approved by courts in this District. *See, e.g., In re Azzur Group Holdings LLC, et al.*, Case No. 25-10342 (KBO) [D.I. 163] (Bankr. D. Del. March

27, 2025) (authorizing debtors to pay insurance policies and surety bonds, and renew, terminate, or purchase new coverage in the ordinary course); *In re Pennsylvania Real Estate Investment Trust, et al.*, Case No. 23-11974 (KBO) [D.I. 123] (Bankr. D. Del Jan. 4, 2024) (same); *In re UpHealth Holdings, Inc.*, Case No. 23-11476 (LSS) [D.I. 146] (Bankr. D. Del Nov. 16, 2023) (same); *In re AeroFarms, Inc.*, Case No. 23-10737 (MDW) [D.I. 97] (Bankr. D. Del. June 29, 2023) (same); *In re Fast Radius, Inc.*, Case No. 22-11051 (JKS) [D.I. 130] (Bankr. D. Del. Dec. 6, 2022) (same); *In re EYP Holdings, Inc.*, Case No. 22-10367 (MFW) [D.I. 132] (Bankr. D. Del. May 23, 2022) (same).⁵

IV. The Court Should Authorize the Debtors to Continue to Honor Their Obligations Under the Premium Financing Agreement.

24. The Court should also authorize the Debtors to continue to honor their obligations under the Premium Financing Agreement. As noted above, the Premium Financing Agreement grants IPFS a security interest in the applicable financed Insurance Policy, including unearned premiums or other sums that may become payable under same. Security interests created by premium finance arrangements are generally recognized as secured claims in bankruptcy to the extent of the amount of unearned premiums financed pursuant to such agreements. *See TIFCO, Inc. v. U.S. Repeating Arms Co. (In re U.S. Repeating Arms Co.)*, 67 B.R. 990, 994–95 (Bankr. D. Conn. 1986); *Drabkin v. A.I. Credit Corp. (In re Auto-Train Corp.)*, 9 B.R. 159, 164–66 (Bankr. D.D.C. 1981). Moreover, section 361 of the Bankruptcy Code specifically contemplates providing adequate protection to the extent of the diminution in value of a secured creditor’s collateral, and security interests such as those under the Premium Financing Agreement warrant adequate protection in the form of periodic payments pursuant to the Premium Financing Agreement’s

⁵ In accordance with Local Rule 7007-2(a)(vii), the Debtors’ proposed counsel has copies of each order and will make them available to this Court or to any party that requests them. The orders are also available on this Court’s CM/ECF PACER site at the cited docket numbers and on the dates specified above.

terms. *See, e.g., In re Waverly Textile Processing, Inc.*, 214 B.R. 476, 480 (Bankr. E.D. Va. 1997); *TIFCO, Inc. v. U.S. Repeating Arms Co.*, 67 B.R. 990, 1000 (Bankr. D. Conn. 1986).

25. Therefore, if the Debtors are unable to continue making payments under the Premium Financing Agreement, IPFS could seek relief from the automatic stay to cancel applicable Insurance Policies in accordance with the terms of the Premium Financing Agreement or to seek adequate protection of its investments. *See Universal Moto Express*, 72 B.R. 208, 211 (Bankr. W.D.N.C. 1987) (recognizing that a default under the financing arrangement and the resulting decline in value of the unearned premiums justified relief from the automatic stay). The Debtors then would be required to obtain replacement insurance on an expedited basis and at a potentially significant cost to the estates. If the Debtors are required to obtain replacement insurance and to pay a lump-sum premium for such insurance in advance, this payment may be the same or greater than what the Debtors currently pay under the existing Premium Financing Agreement. Even if IPFS is not permitted to terminate the applicable Insurance Policies, any interruption of payments would severely and adversely affect the Debtors' ability to finance premiums for future policies, as may be needed. Accordingly, the Debtors submit that the practical solution is to continue making any premium financing payments to the extent called for under the Premium Financing Agreement.

26. In addition, the Court should also authorize the Debtors to renew the Premium Financing Agreement and/or enter into new premium financing programs postpetition in the ordinary course of business.

27. Section 363(c)(1) of the Bankruptcy Code provides that "the trustee [or a debtor in possession] may enter into transactions, including the sale or lease of property of the estate, in the ordinary course of business, without notice or a hearing, and may use property of the estate in the

ordinary course of business without notice or a hearing.” 11 U.S.C. § 363(c)(1). Section 363(b)(1) of the Bankruptcy Code provides that, “[t]he trustee [or debtor in possession], after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate.” 11 U.S.C. § 363(b)(1).

28. The Debtors submit that the renewal of the Premium Financing Agreement and/or the execution of new premium finance agreements constitute transactions in the ordinary course of business, within the meaning of section 363(c)(1) of the Bankruptcy Code, that do not require prior bankruptcy court approval.

V. Cause Exists to Authorize the Debtors’ Financial Institutions to Honor Checks and Electronic Fund Transfers.

29. The Debtors request that the Court authorize and direct the Debtors’ Banks to receive, process, honor and pay all checks and drafts presented for payment and to honor all electronic payment requests related to the obligations described in this Motion, whether such checks were presented or electronic requests were submitted prior to or after the Petition Date; *provided that* sufficient funds are on deposit in the applicable bank accounts to cover such payments. The Debtors further request that the Banks be authorized to rely on the Debtors’ designation of any particular checks or electronic payment requests as authorized in accordance with the relief requested in the Motion. The Debtors also seek authority to issue new postpetition checks or effect new electronic fund transfers on account of the obligations described in this Motion to replace any prepetition checks or electronic fund transfer requests that may be dishonored as a result of the commencement of these Chapter 11 Cases.

30. The Debtors represent that, under the Debtors’ existing cash management system, the Debtors can readily identify checks or electronic fund transfer requests as relating to an authorized payment requested in this Motion. Accordingly, the Debtors believe that checks or

electronic fund transfer requests, other than those relating to authorized payments, will not be honored inadvertently and that the Banks should be authorized and directed, when requested by the Debtors in their sole discretion, to receive, process, honor and pay any and all checks or electronic fund transfer requests with respect to the payments requested in this motion.

BANKRUPTCY RULE 6003(b) HAS BEEN SATISFIED

31. Bankruptcy Rule 6003(b) provides that, “[e]xcept to the extent that relief is necessary to avoid immediate and irreparable harm, the court shall not, within 21 days after the filing of the petition, issue an order granting . . . a motion to . . . pay all or part of a claim that arose before the filing of the petition.” Fed. R. Bankr. P. 6003. Immediate and irreparable harm exists where the absence of relief would impair a debtor’s ability to maximize value or threaten the debtor’s future as a going concern. *See, e.g., In re Bayou Steel BD Holdings, L.L.C.*, Case No. 19-12153 (KBO) [D.I. 46] (Bankr. D. Del. Oct. 3, 2019) (providing that the debtors satisfied the requirements of Bankruptcy Rule 6003(b), as the relief requested was necessary to avoid immediate and irreparable harm); *see also In re Genco Shipping & Trading Ltd.*, 509 B.R. 455, 469 (Bankr. S.D.N.Y. 2014).

32. For the reasons discussed above, the Debtors believe an immediate and orderly transition into chapter 11 is critical, and the failure to receive the relief requested during the first twenty-one days of these Chapter 11 Cases could impact the Debtors’ operations at this important juncture. As described in this Motion and the First Day Declaration, the Debtors’ failure to maintain their existing Insurance Policies would have immediate and negative consequences to the Debtors’ business operations to the detriment and prejudice of all parties in interest. Based on the foregoing, the Debtors respectfully submit that the relief requested in this motion is necessary to avoid immediate and irreparable harm, and therefore, Bankruptcy Rule 6003 is satisfied.

REQUEST FOR WAIVER OF BANKRUPTCY RULES 6004(a) AND 6004(h)

33. To implement the foregoing successfully, the Debtors seek a waiver of the notice requirements under Bankruptcy Rule 6004(a) and the fourteen (14) day stay of an order authorizing the use, sale or lease of property under Bankruptcy Rule 6004(h). As explained above and in the First Day Declaration, the relief requested in this Motion is necessary to avoid immediate and irreparable harm to the Debtors. Accordingly, the Debtors respectfully request that the Court waive the notice requirements under Bankruptcy Rule 6004(a) and the fourteen (14) day stay imposed by Bankruptcy Rule 6004(h), to the extent such notice requirements and such stay apply.

RESERVATION OF RIGHTS

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

NOTICE

35. Notice of this motion will be provided to: (a) the Office of the United States Trustee for the District of Delaware; (b) the Office of the United States Attorney for the District of Delaware; (c) the holders of the 20 largest unsecured claims against the Debtors (on a consolidated basis); (d) the Internal Revenue Service; (e) counsel to the DIP Lender and Prepetition Lender; (f)

the attorney general for each state in which the Debtors operate; (g) the Insurers; (h) each Broker; (i) the Premium Financing Agreement counterparty; (j) any party that has requested notice pursuant to Bankruptcy Rule 2002; and (k) any other party entitled to notice under Local Rule 9013-1. As this Motion is seeking “first day” relief, notice of this motion and any order entered in connection herewith will be served on all parties required by Local Rule 9013-1(m). The Debtors respectfully submit that such notice is sufficient, and no other further notice of this Motion is required.

WHEREFORE, the Debtors respectfully request that the Court (i) enter the Interim Order, substantially in the form attached hereto as **Exhibit A**, granting the relief requested in this motion, including scheduling a final hearing on the motion, (ii) thereafter, enter the Final Order, substantially in the form attached hereto as **Exhibit B**, and (iii) grant such other and further relief to the Debtors as the Court may deem just and proper.

Dated: November 12, 2025
Wilmington, Delaware

CHIPMAN BROWN CICERO & COLE, LLP

/s/ Aaron J. Bach

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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:

Hudson 1701/1706, LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 25-11853 (KBO)

(Jointly Administered)

Related D.I.:

**INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO (A) MAINTAIN
INSURANCE COVERAGE ENTERED INTO PREPETITION AND PAY RELATED
PREPETITION OBLIGATIONS, AND (B) RENEW, SUPPLEMENT, MODIFY, OR
PURCHASE INSURANCE COVERAGE, (II) AUTHORIZING BANKS TO HONOR
RELATED CHECKS AND TRANSFERS, AND (III) GRANTING RELATED RELIEF**

Upon the motion (the “**Motion**”)² filed by the above-captioned debtors (collectively, the “**Debtors**”) for entry of an interim order (this “**Interim Order**”), (i) authorizing, but not directing, the Debtors, to (a) maintain coverage under the Insurance Policies and pay related obligations, including any obligation arising under the Premium Financing Agreement and (b) renew, supplement, modify, or purchase insurance coverage or enter into premium financing agreements in the ordinary course; (ii) authorizing Banks to honor related checks and transfers; (iii) granting related relief, all as further described in the Motion, and upon consideration of the First Day Declaration; and this Court having jurisdiction over the Debtors and their estates 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 under 28 U.S.C. § 157(b)(2)(A); and this Court having found that venue of this proceeding and the motion in this district is proper under 28 U.S.C. §§

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are Hudson 1701/1706, LLC (0281) and Hudson 1702, LLC (0190). The Debtors’ headquarters and the mailing address for the Debtors is 11440 San Vicente Boulevard, 2nd Floor, Los Angeles, CA 90045.

² Capitalized terms used but not defined herein shall have the meaning given to them in the Motion.

1408 and 1409; and this Court having found and determined that the relief sought 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 and opportunity for a hearing were adequate and appropriate under the circumstances and no other or further notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested in the motion at a hearing before this Court (the "**Hearing**"); and having determined that the legal and factual bases set forth in the motion and the First Day Declaration and at the Hearing establish just cause for the relief granted in this Interim Order; 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 in this Interim Order.
2. The final hearing (the "**Final Hearing**") on the Motion shall be held on **December 12, 2025, at 10:00 a.m. (Eastern Time)**. Any objections or responses to entry of a final order on the motion (each, an "**Objection**") shall be filed on or before **4:00 p.m. (Eastern Time) on December 5, 2025**, and served on the following parties: (a) the Debtors, Hudson 1701/106, LLC, c/o *FTI Consulting* 1166 Avenue of the Americas, 15th Floor, New York, NY 10036 (Attn: Alan Tantleff) (Email: alan.tantleff@fticonsulting.com); (b) *proposed* counsel for the Debtors, *Chipman Brown Cicero & Cole, LLP*, Hercules Plaza, 1313 North Market Street, Suite 5400, Wilmington, Delaware 19801 (Attn: William E. Chipman, Jr., Esquire and Mark D. Olivere, Esquire) (Email: chipman@chipmanbrown.com and olivere@chipmanbrown.com); (c) the *Office of the United States Trustee for the District of Delaware*, 844 King Street, Suite 2207, Lock Box 35, Wilmington, Delaware 19801 (Attn: Malcom M. Bates, Esquire) (Email: malcom.m.bates@usdoj.gov); (d) counsel to the DIP Lender and Prepetition Lender, *Hogan*

Lovells US LLP, (i) 1999 Avenue of the Stars, Suite 1400, Los Angeles, California 90067 (Attn: Richard Wynne, Esquire and David P. Simonds, Esquire) (Email: richard.wynne@hoganlovells.com and david.simonds@hoganlovells.com ; and (ii) 390 Madison Avenue, New York, New York, 10017 (Attn.: Christopher Bryant, Esquire) (Email: chris.bryant@hoganlovells.com); and (e) counsel to any official committee appointed in these chapter 11 cases. In the event no Objections to entry of a final order on the motion are timely received, this Court may enter such final order without a Final Hearing.

3. The Debtors are authorized, but not directed, in their sole discretion to (a) maintain the Insurance Policies, the D&O Insurance and/or the Premium Financing Agreement, and pay any related prepetition or postpetition amounts or obligations, including any amounts or obligations that may be owed to the Brokers, and (b) renew, amend, supplement, extend, or purchase insurance policies, in each case, to the extent that the Debtors determine that such action is in the best interest of their estates in an amount not to exceed \$278,428.94 during the Interim Period.

4. The Banks are authorized, when requested by the Debtors, in the Debtors' discretion, to honor and process checks or electronic fund transfers drawn on the Debtors' bank accounts to pay prepetition obligations authorized to be paid hereunder, whether such checks or other requests were submitted prior to, or after, the Petition Date, provided that sufficient funds are available in the applicable bank accounts to make such payments. The Banks may rely on the representations of the Debtors with respect to whether any check or other transfer drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to this Interim Order, and any such Banks shall not have any liability to any party for relying on such representations by the Debtors, as provided for in this Interim Order.

5. This Interim Order is without prejudice to the rights of the Debtors and their estates to contest the validity, priority or amounts of any Insurance Policy or Premium Financing Agreement on any grounds they deem appropriate, and any rights of the Debtors and their estates with respect to such matters shall be reserved.

6. To the extent that any Insurance Policy, the Premium Financing Agreement, or any related contract or agreement is deemed an executory contract within the meaning of section 365 of the Bankruptcy Code, neither this Interim Order nor any payments made in accordance with this Interim Order shall constitute the postpetition assumption of any such Insurance Policy or any related contract or agreement pursuant to section 365 of the Bankruptcy Code.

7. Nothing contained in this Interim Order is intended to or shall: (a) be construed as an admission as to the validity, priority, or amount of any claim against the Debtors; (b) impair, prejudice, waive or otherwise affect the rights of the Debtors or their estates to dispute the amount of, basis for, nature, validity, priority, or amount of any claim against the Debtors; (c) 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 which may exist against any third party; (d) be construed as an approval, assumption, adoption, or rejection of any agreement, contract, lease, program, or policy between any Debtor and any third party under section 365 of the Bankruptcy Code; or (e) create any rights in favor of, or enhance the status or nature of any claim held by, any person. Authorization to pay the claims described in the motion shall not be deemed a direction to the Debtors to pay such claims; rather, the Debtors will make any such payments in their discretion. Any payment made pursuant to this Interim Order is not intended to be and shall not be construed as an admission to the validity of any claim or a waiver of any of the Debtors' rights to subsequently dispute such claim.

8. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these Chapter 11 Cases with respect to prepetition amounts owed in connection with the relief granted herein.

9. Notice of the Motion satisfies the requirements of Bankruptcy Rule 6004(a).

10. The Court finds and determines that the requirements of Bankruptcy Rule 6003(b) are satisfied.

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

12. The Debtors are hereby authorized to take all actions they deem necessary to effectuate the relief granted in this Interim Order.

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

Exhibit B

Final Order

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

In re:

Hudson 1701/1706, LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 25-11853 (KBO)

(Jointly Administered)

Related to D.I.

**FINAL ORDER (I) AUTHORIZING THE DEBTORS TO (A) MAINTAIN INSURANCE
COVERAGE ENTERED INTO PREPETITION AND PAY RELATED PREPETITION
OBLIGATIONS, AND (B) RENEW, SUPPLEMENT, MODIFY, OR PURCHASE
INSURANCE COVERAGE, (II) AUTHORIZING BANKS TO HONOR RELATED
CHECKS AND TRANSFERS, AND (III) GRANTING RELATED RELIEF**

Upon the motion (the “**Motion**”)² filed by the above-captioned debtors (collectively, the “**Debtors**”) for entry of a final order (this “**Final Order**”), (i) authorizing, but not directing, the Debtors, to (a) maintain coverage under the Insurance Policies and pay related obligations, including any obligation arising under the Premium Financing Agreement and (b) renew, supplement, modify, or purchase insurance coverage or enter into premium financing agreements in the ordinary course; (ii) authorizing Banks to honor related checks and transfers; and (iii) granting related relief, all as further described 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 proceeding under 28 U.S.C. § 157(b)(2)(A); and this Court having found that this Court may enter a final order consistent with article III of the United States Constitution; and this Court having

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are Hudson 1701/1706, LLC (0281) and Hudson 1702, LLC (0190). The Debtors’ headquarters and the mailing address for the Debtors is 11440 San Vicente Boulevard, 2nd Floor, Los Angeles, CA 90045.

² Capitalized terms used but not defined herein shall have the meaning given to them in the Motion.

found that venue of this proceeding and the Motion in this District is proper under 28 U.S.C. §§ 1408 and 1409; and this Court having found and determined that the relief sought in the motion is in the best interests of the Debtors' estates, their creditors and other parties in interest; 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 the Court having granted the relief requested in the motion on an interim basis D.I. []; 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 in this Final Order; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED on a final basis, as set forth in this Final Order.
2. The Debtors are authorized, but not directed, in their sole discretion to (a) maintain the Insurance Policies, the D&O Insurance and/or the Premium Financing Agreement, and pay any related prepetition or postpetition amounts or obligations, including any amounts or obligations that may be owed to the Brokers, and (b) renew, amend, supplement, extend, or purchase insurance policies or enter into premium financing agreements, in each case, to the extent that the Debtors determine that such action is in the best interest of their estates.
3. The Banks are authorized, when requested by the Debtors, in the Debtors' discretion, to honor and process checks or electronic fund transfers drawn on the Debtors' bank accounts to pay prepetition obligations authorized to be paid hereunder, whether such checks or other requests were submitted prior to, or after, the Petition Date, *provided that* sufficient funds are available in the applicable bank accounts to make such payments. The Banks may rely on the representations of the Debtors with respect to whether any check or other transfer drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to this Final Order, and any

such Banks shall not have any liability to any party for relying on such representations by the Debtors, as provided for in this Final Order.

4. This Final Order is without prejudice to the rights of the Debtors and their estates to contest the validity, priority, or amounts of any Insurance Policy or Premium Financing Agreement on any grounds they deem appropriate, and any rights of the Debtors and their estates with respect to such matters shall be reserved.

5. To the extent that any Insurance Policy, Premium Financing Agreement, or any related contract or agreement is deemed an executory contract within the meaning of section 365 of the Bankruptcy Code, neither this Final Order nor any payments made in accordance with this Final Order shall constitute the postpetition assumption of any such Insurance Policy or any related contract or agreement pursuant to section 365 of the Bankruptcy Code.

6. Nothing contained in this Final Order is intended to or shall: (a) be construed as an admission as to the validity, priority, or amount of any claim against the Debtors; (b) impair, prejudice, waive or otherwise affect the rights of the Debtors or their estates to dispute the amount of, basis for, nature, validity, priority, or amount of any claim against the Debtors; (c) 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 which may exist against any third party; (d) be construed as an approval, assumption, adoption, or rejection of any agreement, contract, lease, program, or policy between any Debtor and any third party under section 365 of the Bankruptcy Code; or (e) create any rights in favor of, or enhance the status or nature of any claim held by, any person. Authorization to pay the claims described in the motion shall not be deemed a direction to the Debtors to pay such claims; rather, the Debtors will make any such payments in their discretion. Any payment made pursuant to this Final Order is not intended to be and shall not be construed as

an admission to the validity of any claim or a waiver of any of the Debtors' rights to subsequently dispute such claim.

7. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these Chapter 11 Cases with respect to prepetition amounts owed in connection with the relief granted herein.

8. Notice of the Motion satisfies the requirements set forth in Bankruptcy Rule 6004(a).

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

10. All time periods set forth in this Final Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

11. The Debtors are authorized to take and perform all actions they deem necessary to effectuate the relief granted in this Final Order.

12. This Court retains jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Final Order.

Exhibit C**Insurance Policies**

Type of Coverage	Insurance Carrier	Policy No.	Insurance Broker	Policy Term
Property – Primary	Landmark American Insurance Company	LHT951411	Elysium Construction Inc., listed as Producer	05/04/2025 – 05/04/2026
Property – 2nd Excess	Amherst Specialty Insurance Company	AH03-JRL-250000057-00	Kevin Muller / R-T Specialty	05/04/2025 – 05/04/2026
Property – 3rd Excess	Homeland Insurance Company of Delaware	795-02-95-94-0000	RSG Specialty, LLC, listed as Producer	05/04/2025 – 05/04/2026
Commercial General Liability	Mesa Underwriters Specialty Insurance Company	MP013101010000203	R-T Specialty LLC	05/04/2025 – 05/04/2026
Pollution Liability – Site Environmental	Syndicate 2623/623 at Lloyd's	W3248F220101	Beazley USA Services, Inc., listed as Underwriter	05/04/2022 – 05/04/2026
Commercial General Liability	Accelerant Specialty Insurance Company	S0012GL00078100	Quantum Specialty Group, listed as Producer	05/04/2022 - 05/04/2026
Excess Liability (First-layer umbrella)	Accelerant Specialty Insurance Company	S0012XS00078200	Quantum Specialty Group, listed as Producer	05/04/2022 - 05/04/2026
Excess Liability / Umbrella	Southwest Marine and General Insurance Company	EX202200002334	Program Brokerage Corporation	05/04/2022 – 05/04/2026
Property – Co-insuring primary layer	StarStone Specialty Insurance Company	CSP00116222P-00	Kevin Muller, RT Specialty, LLC – Farmington, CT, listed as Producer	05/04/2025 – 05/04/2026

Physical Loss or Damage Insurance (4 th Excess Property Insurance)	Landmark American Insurance Company	B128424379W 25	BMS Group Ltd	05/04/2025 – 05/04/2026
Commercial Excess Liability	Houston Specialty Insurance Company	ESB-HS-UCX-0001516-01	RSG Specialty, LLC (NYC), listed as Producer	05/04/2025 – 05/04/2026
Community Association Management Liability	Travelers Casualty and Surety Company of America	107630695	Hub Int'l Northeast Ltd, listed as producer	05/04/2025 – 05/04/2026
Terrorism – Property	Liberty Surplus Insurance Corporation	5N285114004	RT Specialty, LLC (NYC)	05/04/2025 – 05/04/2026
Terrorism & Sabotage – Builder's Risk	Syndicate 33 at Lloyd's, managed by Hiscox Syndicates Limited	UTS2572742.2 5	RT Specialty, LLC (NYC)	05/04/2025 – 05/04/2026
D&O Insurance	Lloyd's of London	AMB06950	CAC Specialty	11/5/2025-11/5/2026
Excess D&O Insurance	Arch Insurance Company	ABX1000497-00	CAC Specialty	11/5/2025-11/5/2026