

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 Docket No. 57

**NOTICE OF FILING OF REVISED PROPOSED INTERIM ORDER FOR
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**

PLEASE TAKE NOTICE that on November 12, 2025, the Debtors filed the *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* [Docket No. 57] (the “**Motion**”). Attached to the Motion as Exhibit A was a proposed interim order (the “**Proposed Interim Order**”).

PLEASE TAKE FURTHER NOTICE that the Debtors received informal comments from the Office of the United States Trustee (the “**U.S. Trustee**”). No other responses to the Motion were received as of the filing of this Notice.

PLEASE TAKE FURTHER NOTICE that the Debtors hereby submit a revised form of interim order (the “**Revised Interim Order**”), attached hereto as Exhibit A, which reflects

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.



changes to the Proposed Interim Order attached to the Motion and incorporates comments from the U.S. Trustee. Attached as **Exhibit B** is a blackline of the Revised Interim Order against the Proposed Interim Order.

Dated: November 17, 2025
Wilmington, Delaware

CHIPMAN BROWN CICERO & COLE, LLP

/s/ Mark D. Olivere

William E. Chipman, Jr. (No. 3818)

Mark D. Olivere (No. 4291)

Aaron J. Bach (No. 7364)

Alison R. Maser (No. 7430)

Hercules Plaza

1313 North Market Street, Suite 5400

Wilmington, Delaware 19801

Telephone: (302) 295-0191

Email: chipman@chipmanbrown.com

olivere@chipmanbrown.com

bach@chipmanbrown.com

maser@chipmanbrown.com

Proposed Counsel to the Debtors

EXHIBIT A

Revised 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.: 57

**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. Notwithstanding anything to the contrary in the Premium Financing Agreement, in the event the Debtors default under the terms of the Premium Financing Agreement, IPFS shall not cancel any insurance policy of the Debtors without first providing notice of such default in writing by overnight mail to the Debtors and their bankruptcy counsel, and at least 5 business days to cure. If the Debtors fail to cure the default within that time, then IPFS may, in accordance with the terms of the Premium Financing Agreement, and without further order of this Court, exercise any and all of its rights under the Premium Financing Agreement.

5. Absent further order of this Court upon notice, during the course of these bankruptcy cases, the Debtors shall not renew or enter into any new premium financing agreement upon any terms less favorable than those in the existing Premium Financing Agreement.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

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

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

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

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

15. 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

Redline 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.: ~~56~~ 57

**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

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.

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 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. Notwithstanding anything to the contrary in the Premium Financing Agreement, in the event the Debtors default under the terms of the Premium Financing Agreement, IPFS shall not cancel any insurance policy of the Debtors without first providing notice of such default in writing by overnight mail to the Debtors and their bankruptcy counsel, and at least 5 business days to cure. If the Debtors fail to cure the default within that time, then IPFS may, in accordance with the terms of the Premium Financing Agreement, and without further order of this Court, exercise any and all of its rights under the Premium Financing Agreement.

5. Absent further order of this Court upon notice, during the course of these bankruptcy cases, the Debtors shall not renew or enter into any new premium financing agreement upon any terms less favorable than those in the existing Premium Financing Agreement.

6. ~~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.

7. ~~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.

8. ~~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.

9. ~~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.

10. ~~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.

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

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

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

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

15. ~~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.

Summary report: Litera Compare for Word 11.9.1.1 Document comparison done on 11/15/2025 4:43:16 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: nd://4914-0225-6250/1/Hudson - Proposed Interim Order-Insurance Motion.docx	
Modified DMS: nd://4914-0225-6250/2/Hudson - Proposed Interim Order-Insurance Motion.docx	
Changes:	
<u>Add</u>	17
Delete	11
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	28