

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re:

Hudson 1701/1706, LLC, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 25-11853 (KBO)

(Jointly Administered)

Related to Docket Nos. 15 and 50

**FINAL ORDER (I) AUTHORIZING THE DEBTORS TO  
PAY CERTAIN PREPETITION CLAIMS OF LIFE SAFETY CRITICAL  
VENDORS AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “**Motion**”)<sup>2</sup> of the Debtors for an Interim Order and a final order (this “**Final Order**”) (a) authorizing, but not directing, the Debtors to, in their sole discretion, make payments toward the prepetition claims of Life Safety Critical Vendors; (b) approving certain conditions on the Debtors’ payment of prepetition obligations; and (c) directing banks and financial institutions at which the Debtors maintain disbursement and other accounts, at the Debtors’ instruction, to receive, honor, process, and pay, to the extent of funds on deposit, any and all checks or electronic fund transfer on account of the Life Safety Critical Vendor Claims; 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 pursuant to 28 U.S.C. § 157(b)(2), and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court

<sup>1</sup> 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’ mailing address is c/o FTI Consulting, Inc. Attn: Alan Tantleff, 1166 Avenue of the Americas, 15th Floor, New York, NY 10036.

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



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having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and due and sufficient notice of the Motion having been given under the particular circumstances; and it appearing that no other or further notice is necessary; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and after due deliberation thereon; and good and sufficient cause appearing therefor; it is hereby;

**ORDERED, ADJUDGED, AND DECREED THAT:**

1. The Motion is GRANTED on a final basis as set forth herein.
2. The Debtors are hereby authorized, but not required, to pay, in their sole discretion, without further order of this Court, Life Safety Critical Vendor Claims in an amount not to exceed \$1 million in the aggregate, on a postpetition basis in the ordinary course of business, if the Debtors determine that (i) in the absence of making such payment, the Debtors would suffer a loss of value in excess of such payment amount, or (ii) failure to make such payment poses a threat to health and public safety; *provided, however*, that any Life Safety Critical Vendor that accepts payment pursuant to the authority granted in this Final Order agrees to supply goods and services to the Debtors postpetition on Customary Trade Terms or on such other favorable terms as are acceptable to the Debtors; *provided further*, the Debtors are not authorized to pay claims of “insider[s]” (as that term is defined in Bankruptcy Code section 101(31)), employees, attorneys/law firms or “professional persons” (as that phrase appears in Bankruptcy Code section 327(a)) pursuant to this Final Order.
3. The Debtors are authorized, but not directed, to cause the Life Safety Critical Vendors to enter into Trade Agreements with the Debtors substantially in the form of the letter

attached as Exhibit C to the Motion as a condition to payment of the Life Safety Critical Vendor Claims.

4. Any party who receives payment from the Debtors of a Life Safety Critical Vendor Claim (regardless of whether a Trade Agreement has been executed), and upon notice of this Final Order, shall be deemed to have agreed to the terms and provisions of this Final Order and (a) shall be deemed to have waived, to the extent so paid, any and all prepetition claims, of whatever type, kind or priority, against the Debtors, their properties and estates, their directors, officers, and employees up to the amount paid; and (b) shall refrain from asserting any reclamation claim with respect to the goods, or to withdraw such goods, that are the subject of any such payment.

5. If a Life Safety Critical Vendor refuses to supply goods and/or services to the Debtors on Customary Trade Terms (or such other terms as are agreed by the parties) following receipt of any payment on account of its Life Safety Critical Vendor Claim (regardless of whether such Life Safety Critical Vendor has entered into a Trade Agreement), or fails to comply with any Trade Agreement entered into between such Life Safety Critical Vendor and the Debtors, then the Debtors may, with notice to the affected Life Safety Critical Vendor and on or before the date on which any plan or plans of reorganization are confirmed in the Chapter 11 Cases, (a) declare such Trade Agreement immediately terminated (if applicable), and (b) seek a declaration that any payments made to such Life Safety Critical Vendor on account of its Life Safety Critical Vendor Claim to have been in payment of then outstanding postpetition obligations owed to such Life Safety Critical Vendor. Upon entry of an order of this Court providing for such relief, the Life Safety Critical Vendor shall immediately repay to the Debtors any payments received on account of its prepetition claim to the extent that the aggregate amount of such payments exceeds the postpetition obligations then outstanding to such Life Safety Critical Vendor, without the right of

setoff, recoupment or reclamation, and the Life Safety Critical Vendor's prepetition claim shall be reinstated as a prepetition claim in these Chapter 11 Cases and subject to the terms of any bar date order entered in these Chapter 11 Cases. Nothing herein shall constitute a waiver of the Debtors' rights to seek damages or other appropriate remedies against any breaching Life Safety Critical Vendor.

6. Notwithstanding the foregoing, the Debtors may, in their sole discretion, without further order of this Court, reinstate a Trade Agreement if the underlying default under the Trade Agreement is fully cured by the Life Safety Critical Vendor not later than five business days following the Debtors' notification to the Life Safety Critical Vendor of such default or the Debtors, in their discretion, reach a favorable alternative agreement with the Life Safety Critical Vendor.

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 Life Safety Critical Vendor Claims, 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 automatic transfers on account of Life Safety Critical Vendor Claims. 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 Final 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 Final Order.

8. To the extent the Debtors have not yet sought to remit payment on account of the Life Safety Critical Vendor Claims, the Debtors are authorized, but not directed, to issue checks or provide for other means of payment of the Life Safety Critical Vendor Claims.

9. Any party receiving payment from the Debtors is authorized to rely upon the representations of the Debtors as to which payments are authorized by this Final Order.

10. Nothing in the Motion or this Final Order or the relief granted (including any actions taken or payments made by the Debtors pursuant thereto) shall be construed as (a) authority to assume or reject any executory contract or unexpired lease of real property, or as a request for the same; (b) an admission as to the validity, priority, or character of any claim or other asserted right or obligation, or a waiver or other limitation on the Debtors' or any other party in interest's ability to contest the same on any ground permitted by bankruptcy or applicable non-bankruptcy law; (c) a limitation on, or in any way affecting the Debtors' ability to dispute any Life Safety Critical Vendor Claim; (d) a promise to pay any claim or other obligation; (e) granting third-party-beneficiary status or bestowing any additional rights on any third party; or (f) being otherwise enforceable by any third party.

11. The authorization granted hereby to pay Life Safety Critical Vendor Claims shall not create any obligation on the part of the Debtors or their officers, directors, attorneys or agents to pay the Life Safety Critical Vendor Claims, none of the foregoing persons shall have any liability on account of any decision by the Debtors not to pay a Life Safety Critical Vendor Claim, and nothing contained in this Final Order shall be deemed to increase, reclassify, elevate to an administrative expense status or otherwise affect the Life Safety Critical Vendor Claims to the extent they are not paid.

12. Notice of the Motion satisfies the requirements set forth in Local Rule 6004(a).

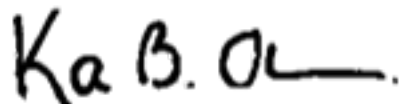
13. Notwithstanding Local Rule 6004(h), this Final Order shall be effective and enforceable immediately upon entry hereof.

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

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

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

Dated: December 1st, 2025  
Wilmington, Delaware

  
KAREN B. OWENS  
CHIEF JUDGE