

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

**CERTIFICATION OF COUNSEL REGARDING
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 undersigned proposed counsel for the above-captioned debtors and debtors in possession (the “**Debtors**”) hereby certifies as follows:

1. 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**”). The notice of Motion (Docket No. 87) set December 5, 2025, as the deadline to file and serve objections to the Motion (the “**Objection Deadline**”). The Objection Deadline was extended for the Official Committee of Unsecured Creditors (the “**Committee**”) to December 9, 2025 at 4:00 p.m. (ET) (the “**Extended Objection Deadline**”).

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



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2. Prior to the Extended Objection Deadline, the Debtors received informal comments from the Office of the United States Trustee (the “**U.S. Trustee**”) and the Committee. The Debtors, the U.S. Trustee, and the Committee have agreed to resolve the informal comments through the agreed language in the order.

3. Attached to this certification as Exhibit A is a revised proposed form of order reflecting the agreed language (the “**Revised Order**”).

4. Attached to this certification as Exhibit B is a redline comparison of the Revised Order marked against the proposed form of order filed with the Motion.

5. No other party raised any formal or informal responses or objections to the relief requested in the Motion. In addition, the undersigned has reviewed the Court’s docket in the lead case, and no objection or response to the Motion appears thereon.

WHEREFORE, the Debtors respectfully request that the Court enter the Revised Order attached hereto as Exhibit A at its earliest convenience.

Dated: December 10, 2025
Wilmington, Delaware

CHIPMAN BROWN CICERO & COLE, LLP

/s/ Mark D. Olivere
William E. Chipman, Jr. (No. 3818)
Mark D. Olivere (No. 4291)
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*Proposed Counsel for Debtors and
Debtors in Possession*

EXHIBIT A

Revised Order

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

In re:	Chapter 11
Hudson 1701/1706, LLC, <i>et al.</i> , ¹	Case No. 25-11853 (KBO)
Debtors.	(Jointly Administered)
	Related D.I.: 57 and 75

**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

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

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 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. 75]; 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 discretion and after consultation with the Official Committee of Unsecured Creditors appointed in these chapter 11 cases(the "**Committee**") to (a) maintain the Insurance Policies, the D&O Insurance and/or the Premium Financing Agreement, and pay and satisfy any related prepetition or postpetition amounts and 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, and pay any amounts and satisfy all obligations in connection with any of the foregoing without further order of this Court.
3. Nothing in this Motion of this Final Order (a) alters or amends the terms and conditions of the Insurance Policies, the D&O Insurance and/or the Premium Financing

Agreement; and (b) relieves the Debtors of the Insurance Carriers of any of their obligations under the Insurance Policies, the D&O Insurance and/or the Premium Financing Agreement.

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 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.

7. 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.

8. 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.

9. 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.

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 set forth in Bankruptcy Rule 6004(a).

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

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

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

15. 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 B

Redline Order

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

In re:	Chapter 11
Hudson 1701/1706, LLC, <i>et al.</i> , ¹	Case No. 25-11853 (KBO)
Debtors.	(Jointly Administered)
	Related D.I.: 57 57 and 75

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

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

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 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. ~~1~~-75]; 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 and after consultation with the Official Committee of Unsecured Creditors appointed in these chapter 11 cases(the "**Committee**") to (a) maintain the Insurance Policies, the D&O Insurance and/or the Premium Financing Agreement, and pay and satisfy any related prepetition or postpetition amounts ~~or~~and 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, and pay any amounts and satisfy all obligations in connection with any of the foregoing without further order of this Court.

3. Nothing in this Motion of this Final Order (a) alters or amends the terms and conditions of the Insurance Policies, the D&O Insurance and/or the Premium Financing Agreement; and (b) relieves the Debtors of the Insurance Carriers of any of their obligations under the Insurance Policies, the D&O Insurance and/or the Premium Financing Agreement.

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. ~~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.

7. ~~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.

8. ~~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.

9. ~~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.

10. ~~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.

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

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

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

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

15. ~~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.

Summary report: Litera Compare for Word 11.14.1.3 Document comparison done on 12/10/2025 10:10:03 AM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: nd://4924-9670-7706/1/Hudson - Final Proposed Order-Insurance Motion.docx	
Modified DMS: nd://4924-9670-7706/3/Hudson - Final Proposed Order-Insurance Motion.docx	
Changes:	
<u>Add</u>	29
Delete	16
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:	45