

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF OHIO  
WESTERN DIVISION

IN RE: ) Case No. 26-31894  
)  
LOURDES UNIVERSITY, ) CHAPTER 11  
)  
Debtor-in-Possession. ) Judge Mary Ann Whipple

---

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF OHIO  
WESTERN DIVISION

IN RE: ) Case No. 26-31895  
)  
LOURDES PROPERTIES, LLC, ) CHAPTER 11  
)  
Debtor-in-Possession. ) Judge Mary Ann Whipple

---

**MOTION FOR ENTRY OF AN ORDER (I) AUTHORIZING THE  
DEBTORS TO CONTINUE TO MAINTAIN PREPETITION INSURANCE  
POLICIES, AND (II) GRANTING RELATED RELIEF**

---

Lourdes University and Lourdes Properties, LLC, the above-captioned debtors and debtors-in-possession (the “Debtors”), by and through their proposed undersigned counsel, hereby submits this motion (the “Motion”) pursuant to sections 105 and 363 of title 11 of the United States Codes (the “Bankruptcy Code”), Rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rule 9013-1 of the Local Rules of the Northern District of Ohio (the “Local Rules”) for entry of interim and final orders, substantially in the forms attached hereto as **Exhibit A** and **Exhibit B**, (i) authorizing, but not directing, the Debtors to continue to maintain their prepetition insurance policies and revise, extend, renew, replace or supplement such insurance policies in the ordinary course of business consistent with

prepetition practices, and (ii) granting related relief. In support of the Motion, the Debtors respectfully represents as follows:

### **INTRODUCTION**

1. On August 10, 2026 (the “Petition Date”), the Debtors filed voluntary petitions for relief pursuant to chapter 11 of the Bankruptcy Code.

2. The Debtors remain in possession of their property and continue in the operation and management of their business as debtors-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

3. A Motion for Joint Administration of the Debtors’ cases has been filed on the Petition Date.

4. No official committee of unsecured creditors has been appointed by the Office of the United States Trustee for the Northern District of Ohio in these chapter 11 cases.

### **JURISDICTION AND VENUE**

5. This Court has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

6. The statutory predicates for the relief sought herein are sections 105 and 363 of the Bankruptcy Code and Bankruptcy Rules 6003 and 6004.

### **BACKGROUND**

7. Lourdes University, an Ohio nonprofit corporation (the “University”), has been a sponsored ministry of the Sisters of St. Francis, Sylvania Ohio (“SOSF”) for the past 68 years. The University began as a Junior College, eventually becoming a College and later a University. Over the past ten years, the University has struggled financially and survived only by increasingly large financial contributions and loans from the SOSF. As the Sisters themselves

have aged and their community has diminished in number, this financial burden has become untenable. Accordingly, Lourdes University is in the process of closing, and its insolvency cannot be mitigated or addressed other than through bankruptcy proceedings.

8. A full background of the events leading up to the filing of these cases is set forth in the Declaration of Sister Nancy Linenkugel, OSF, DM filed on the Petition Date, and is incorporated herein by reference.

9. Prior to the Petition Date, in the ordinary course of business, the Debtors maintained insurance policies providing coverage for, *inter alia*: property, general liability, workers compensation, automobile liability, umbrella, D&O, excess liability, professional liability, fiduciary liability, cyber liability, crime, and environmental liability, among others from time to time. (collectively, the “Policies” or the “Insurance Policies”)<sup>1</sup>. The Debtors obtains the Policies through its insurance agents, Hylant Group, Inc. (“Hylant”), QBE Professional Insurance Company (“QBE”) and Christian Brothers Services Risk Pooling Trust (“CBS”; together with QBE and Hylant, the “Insurance Agents”).

10. Most of the Policies, obtained through Hylant, have a term of one (1) year from November 1, 2025 through November 1, 2026; the QBE policy is a one (1) year term from July 24, 2026 through July 24, 2027; and the CBS policy is a one (1) year term from June 15, 2026 through June 15, 2027. The annual premium cost of the Policies in place as of the Petition Date is approximately \$366,940. The Hylant Policies are part of an insurance plan in the name of SOSF who then bills the Debtors for their shares of the premiums and commissions (the “Allocated Hylant Policy Costs”). The premium portion of the Annual Hylant Policy Costs are

---

<sup>1</sup> A schedule of the current Policies in effect as of the Petition Date, the terms of coverage and premium amounts (exclusive of taxes and surcharges) is annexed hereto as **Exhibit C** and incorporated herein by reference.

billed by SOSF to the Debtors annually and the commission portion is billed quarterly. . While, as of the Petition Date the Debtors have not paid all of the Allocated Hylant Policy Costs, pursuant to this Motion the Debtors seek authority to pay the Allocated Hylant Policy Costs billed by SOSF after the Petition Date (the “Post-Petition Allocated Hylant Policy Costs”). The QBE and CBS policies are paid directly to the Insurance Agents; the QBE Policy is paid upfront and has been paid for this policy year, and the CBS policy is paid in three (3) installments, the last of which is due on September 15, 2026. The Debtors are current on their premium payments for the current QBE and CBS policies. Payments under all of the Policies except QBE may constitute post-petition payments under pre-petition policies, for which consent of the Court is required.

11. The Policies are essential to the preservation of the Debtors’ winddown operations and to enable a successful liquidation. In many cases, such insurance coverage is required by various regulations, laws and contracts that govern the Debtors’ business conduct. Moreover, the operating guidelines established by the Office of the United States Trustee for debtor-in-possession to supervise the administration of chapter 11 cases (the “U.S. Trustee Guidelines”) require the Debtors to maintain insurance coverage throughout these chapter 11 cases.

12. The Debtors’ ability to continue making payments under the Insurance Policies without any lapse when the Policies renew is essential to the continued operation of the Debtors’ business in chapter 11. Even a temporary suspension of the Debtors’ ability to pay the premium amounts due under the Policies would create a significant risk of the Debtors losing their insurance coverage. Any payments made for the Debtors’ insurance obligations will be in accordance with any Debtor-in-Possession financing and the Budget in connection herewith.

13. Accordingly, the Debtors believe it is in the best interest of their estates to continue to honor their obligations under the current insurance contracts and continue their Policies in the ordinary course of business, even if the payments constitute pre-petition obligations. Any other alternative would likely require considerable additional cash expenditures and would be detrimental to the Debtors' efforts to preserve its assets and maximize the value of its estate.

### **RELIEF REQUESTED**

14. By this Motion, the Debtors seek entry of an interim order, substantially in the form annexed hereto as **Exhibit A**, (a) authorizing, but not directing, the Debtors to continue to maintain their Policies and revise, extend, renew, replace or supplement such Policies in the ordinary course of business and consistent with prepetition practices, and (b) granting related relief. The Debtors further seek entry of a final order, in the form annexed hereto as **Exhibit B**, granting the requested relief.

### **BASIS FOR RELIEF REQUESTED**

#### **I. Sections 105 and 363 of the Bankruptcy Code Authorize the Debtors to Continue the Policies and Honor the Obligations Related There to**

15. The Debtors believe that the maintenance and continuation of their prepetition Policies constitutes "ordinary course of business" practice and, therefore, does not require Court approval. However, to the extent doing so would be viewed as a use of property outside the ordinary course of business, the Debtors submit that this Court has the authority to grant the relief requested herein pursuant to section 363(b) of the Bankruptcy Code.

16. Section 363 of the Bankruptcy Code authorizes 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)(1).

Under this provision, a court may authorize a debtor to pay certain prepetition claims if the Debtor “articulate[s] some business justification, other than the mere appeasement of major creditors.” *In re Ionosphere Clubs, Inc.*, 98 B.R. 174, 175 (Bankr. S.D.N.Y. 1989); *In re Highway Equip. Co., Inc.*, 61 B.R. 58, 60 (Bankr. S.D. Ohio 1986) (“The history surrounding the enactment in 1978 of current Chapter 11 and the logic underlying it buttress our conclusion that there must be some articulated business justification, other than appeasement of major creditors, for using, selling or leasing property out of the ordinary course of business before the bankruptcy judge may order such disposition under section 363(b).”) (citing *In re Lionel Corporation*, 722 F.2d 1063, 1070 (2nd Cir. 1983)).

17. Further, section 105(a) of the Bankruptcy Code empowers the Court to “issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a). A bankruptcy court’s use of its equitable powers to “authorize the payment of prepetition debt when such payment is needed to facilitate the rehabilitation of the Debtor is not a novel concept.” *In re Ionosphere Clubs*, 98 B.R. at 175. *See also In re Upright*, 1 B.R. 694, 697 (Bankr. N.D.N.Y. 1979) (finding that “the legislative history with respect to Section 363(b) indicates that this subsection permits the trustee to use, sell, or lease property of the estate other than in the ordinary course of business provided that the trustee gives notice . . . if there are no objections.” *See also In re Jon J. Peterson, Inc.*, 411 B.R. 131, 136 (Bankr. W.D.N.Y. 2009) (“Although the Bankruptcy Code does not recite a standard of justification for a sale outside the ordinary course . . . the debtor must demonstrate ‘that the proposed sale is fair and equitable, that there is a good business reason for completing the sale and the transaction is in good faith.’”); *In re Quality Interiors, Inc.*, 127 B.R. 391, 396 (Bankr. N.D. Ohio 1991) (recognizing the “general practice” of bankruptcy courts “permit[ting] the payment of certain

pre-petition claims, pursuant to 11 U.S.C. § 105, where the debtor will be unable to reorganize without such payment”) (citing *In re Structurlite Plastics Corp.*, 86 B.R. 922 (Bankr. S.D. Ohio 1988)).

18. The “necessity of payment” doctrine further supports the relief requested herein. This doctrine “recognizes the existence of the judicial power to authorize a debtor in a reorganization case to pay prepetition claims where such payment is essential to the continued operation of the debtor.” *In re Ionosphere Clubs*, 98 B.R. at 176; see also *In re Chateaugay Corp.*, 80 B.R. 279 (S.D.N.Y. 1987). This doctrine is consistent with the paramount goal of chapter 11 –“facilitating the continued operation and rehabilitation of the Debtor . . .” *In re Ionosphere Clubs*, 98 B.R. at 176; see *In re Murray Metallurgical Coal Holdings, LLC*, 613 B.R. 442, 451 (Bankr. S.D. Ohio 2020) (explaining that the “doctrine of necessity” or the “necessity of payment” rule “recognizes the existence of the judicial power to authorize a debtor in a reorganization case to pay pre-petition claims where such payment is essential to the continued operation of the debtor”); *Matter of Holly's, Inc.*, 140 B.R. 643, 677, fn. 56 (Bankr. W.D. Mich. 1992) (“[P]ostpetition payment of prepetition debt is sometimes allowed under the ‘necessity of payment’ doctrine.”) (citing *Ionosphere Clubs*, 98 B.R. at 176)); *Structurlite Plastics*, 86 B.R. at 932 (recognizing that in rare instances the payment of pre-petition debt may be “absolutely vital” to a Debtors’ reorganization where, absent payment, the Debtors’ rehabilitative effort would be immediately aborted) (citing *In re Structurlite Plastics Corporation*, 86 B.R. 922 (Bankr. S.D. Ohio 1988)).

19. It is essential that the Debtors maintain the Policies and honor their obligations thereunder upon the terms agreed to prior to the Petition Date. Failure to do so could have a serious impact on the Debtors’ ability to operate during the bankruptcy and to successfully

winddown their operations. The premium payments that will become due upon renewal are insignificant in relation to the potential disruption that would occur absent payment of the Debtors' insurance obligations. The payment of these amounts is necessary here, and the Debtors have articulated a sound business justification for the payment of these obligations. Accordingly, the Debtors request authority to pay, in its discretion, any and all undisputed amounts due and owing with respect to the Policies and to otherwise continue and renew their Policies in the same manner as they did prior to the Petition Date.

20. Moreover, in addition to being required by the various regulations, laws and contracts that govern the Debtors' commercial activities, section 1112(b)(4)(C) of the Bankruptcy Code also 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. *See* 11 U.S.C. § 1112(b)(4)(C). The U.S. Trustee Guidelines further require the Debtors to maintain appropriate insurance coverage for all estate property. Therefore, the Debtors submit that the use of estate funds to continue and maintain the Insurance Policies, and to pay the insurance obligations related thereto, in the ordinary course of business and consistent with past practice, is not only appropriate under the circumstances, but also authorized and required by the Bankruptcy Code.

21. Courts in this District and neighboring districts routinely grant the relief sought in this Motion. *See e.g., Forum Health, et al.*, Case No. 09-40795 (KW) (Bankr. N.D. Ohio March 18, 2009) [Docket No. 52]; *FirstEnergy Solutions Corp., et al.*, Case No. 18-50757 (AMK) (Bankr. N.D. Ohio April 1, 2018) [Docket No. 20]; *Murray Energy Holdings Co., et al.*, Case No. 19-56885 (JEH) (Bankr. S.D. Ohio December 3, 2019) [Docket No. 333]; *AcuSport Corp.*,

Case No. 18-52736 (JEH) (Bankr. S.D. Ohio May 21, 2018) [Docket No. 124]; and *In re Milacron Inc.*, No. 09-11235 (JVA) (Bankr. S.D. Ohio Mar. 12, 2009) [Docket No. 63].

22. Accordingly, the Debtors believe that, for all of the foregoing reasons, it is essential that the Court approve payment of any amounts due or to become due under the Policies as set forth in this Motion.

## **II. Immediate Relief is Necessary to Avoid Immediate and Irreparable Harm**

23. As set forth above, the Debtors submit that the relief requested in this Motion is necessary to avoid immediate and irreparable harm to the Debtors. The payments under the Hylant policies are paid monthly and on the CBS policy, the last installment is due on September 15, 2026. Accordingly, for all of the foregoing reasons, the Debtors further submit that Bankruptcy Rule 6003 has been satisfied and it is essential that the Court approve payment of the prepetition obligations described in this Motion.

24. The Debtors further seek a waiver of any stay of the effectiveness of the order approving this Motion. Pursuant to Bankruptcy Rule 6004(h), “[a]n order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise.” As set forth above, the payments proposed herein are essential to prevent irreparable damage to the Debtors’ operations and value. Accordingly, the Debtors submit that ample cause exists to justify a waiver of the fourteen (14) day stay imposed by Bankruptcy Rule 6004(h), to the extent it applies.

## **NOTICE**

25. Notice of this Motion has been given to (i) the Office of the U.S. Trustee for the Northern District of Ohio; (ii) each of the Debtors’ twenty (20) largest unsecured creditors; (iii) counsel for Signature Bank; (iv) counsel for the Bond Trustee; (v) counsel for the proposed DIP

Lender; (vi) the Debtor's insurance carriers; (vii) the Debtor's Insurance Agents; and (viii) any other party who has requested to receive notices in this case. The Debtors submit that, under the circumstances, no other or further notice is required.

26. No previous application for the relief sought herein has been made to this or any other Court.

### **CONCLUSION**

WHEREFORE, the Debtors respectfully request entry of the annexed Orders granting the relief hereunder on an interim and final basis, together with such other and further relief as the Court deems just and proper.

Dated: Uniondale, New York  
August 10, 2026

#### **Cullen and Dykman LLP**

By: /s/ Bonnie L. Pollack

Bonnie L. Pollack, Esq.

Matthew G. Roseman, Esq. (Ohio Bar No. NY2239903)

Bonnie L. Pollack, Esq. (Ohio Bar No. NY2306686)

Kyriaki Christodoulou, Esq. (Ohio Bar No. NY5856893)

333 Earle Ovington Boulevard, 2nd Floor

Uniondale, New York 11553

[mroseman@cullenllp.com](mailto:mroseman@cullenllp.com)

[bpollack@cullenllp.com](mailto:bpollack@cullenllp.com)

[kchristodoulou@cullenllp.com](mailto:kchristodoulou@cullenllp.com)

(516) 357-3700

-and-

#### **Marshall & Melhorn, LLC**

Henry J. Geha III, Esq. (Ohio Bar No. 0081713)

Four Seagate, 8<sup>th</sup> Floor

Toledo, Ohio 43604

(419) 249-7100

[Geha@marshall-melhorn.com](mailto:Geha@marshall-melhorn.com)

*Proposed Attorneys for Lourdes University and Lourdes Properties, LLC*

**EXHIBIT A**

**Proposed Interim Order**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF OHIO  
WESTERN DIVISION

|                       |   |                        |
|-----------------------|---|------------------------|
| IN RE:                | ) | Case No. 26-31894      |
|                       | ) |                        |
| LOURDES UNIVERSITY,   | ) | CHAPTER 11             |
|                       | ) |                        |
| Debtor-in-Possession. | ) | Judge Mary Ann Whipple |

---

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF OHIO  
WESTERN DIVISION

|                          |   |                        |
|--------------------------|---|------------------------|
| IN RE:                   | ) | Case No. 26-31895      |
|                          | ) |                        |
| LOURDES PROPERTIES, LLC, | ) | CHAPTER 11             |
|                          | ) |                        |
| Debtor-in-Possession.    | ) | Judge Mary Ann Whipple |

---

**INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO CONTINUE  
TO MAINTAIN PREPETITION INSURANCE POLICIES, AND (II)  
GRANTING RELATED RELIEF**

---

Upon the motion (the “Motion”)<sup>1</sup> filed by Lourdes University and Lourdes Properties, LLC, the above-captioned debtors and debtors-in-possession (the “Debtors”) pursuant to sections

---

<sup>1</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

105 and 363 of title 11 of the United States Code (the “Bankruptcy Code”) Rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rule 9013-1 of the Local Bankruptcy Rules for the Northern District of Ohio (the “Local Rules”) for entry of an interim order (i) authorizing, but not directing, the Debtors to continue to maintain their prepetition insurance policies and revise, extend, renew, replace or supplement such insurance policies in the ordinary course of business consistent with prepetition practices, and (ii) granting related relief; the Court, having reviewed the Motion and having heard the statements of counsel in support of the interim relief requested in the Motion at the hearing before the Court (the “Hearing”), finds that the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, this is a core matter pursuant to 28 U.S.C. § 157(b)(2), notice of the Motion and the Hearing were sufficient under the circumstances, and the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein and that such relief is necessary to avoid immediate and irreparable harm to the Debtors’ estates,

THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED on an interim basis to the extent set forth herein.
2. The Debtors are authorized in their discretion to (a) continue to maintain and perform under the Policies, including without limitation the Policies identified on Exhibit C to the Motion and including payment to SOSF of the Post-Petition Allocated Hylant Policy Costs, and (b) revise, extend, renew, supplement or replace such Policies, if necessary, in the ordinary course of business and consistent with past practice.
3. Notwithstanding Bankruptcy Rules 6003 or 6004(h), the terms and conditions of this order shall be immediately effective upon its entry.

4. The Debtors are authorized to take all actions they deem necessary or appropriate to effectuate the relief granted pursuant to this Interim Order in accordance with the Motion.

5. All banks shall be and hereby are authorized and directed to receive, process, honor and pay all checks drawn on the Debtors' accounts with the banks and fund transfers on account of the Debtors' prepetition obligations to its insurance carriers, whether presented before or after the Petition Date, provided that sufficient funds are on deposit in the applicable accounts to cover such payments.

6. Any and all payments authorized to be made pursuant to this Interim Order shall be subject to and made only to the extent authorized under any interim or final orders governing the Debtors' use of cash collateral and terms of Debtor-in-Possession financing, including any Budget in connection therewith.

7. The findings and rulings in this Interim Order are without prejudice to the rights of any party in interest in connection with any further interim or final order on the Motion.

8. A hearing shall be held to consider the relief granted herein on a final basis on \_\_\_\_\_, 2026 at \_\_:00 \_\_.m. before the Honorable \_\_\_\_\_, United States Bankruptcy Judge, in Courtroom \_\_\_\_ of the United States Bankruptcy Court for the Northern District of Ohio, \_\_\_\_\_, Toledo, Ohio (the "Final Hearing") and, pending entry of an order following the conclusion of the Final Hearing, the relief granted herein shall remain in effect on an interim basis.

9. The Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Interim Order.

**EXHIBIT B**

**Proposed Final Order**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF OHIO  
WESTERN DIVISION

|                       |   |                        |
|-----------------------|---|------------------------|
| IN RE:                | ) | Case No. 26-31894      |
|                       | ) |                        |
| LOURDES UNIVERSITY,   | ) | CHAPTER 11             |
|                       | ) |                        |
| Debtor-in-Possession. | ) | Judge Mary Ann Whipple |

---

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF OHIO  
WESTERN DIVISION

|                          |   |                        |
|--------------------------|---|------------------------|
| IN RE:                   | ) | Case No. 26-31895      |
|                          | ) |                        |
| LOURDES PROPERTIES, LLC, | ) | CHAPTER 11             |
|                          | ) |                        |
| Debtor-in-Possession.    | ) | Judge Mary Ann Whipple |

---

**FINAL ORDER (I) AUTHORIZING THE DEBTORS TO CONTINUE TO  
MAINTAIN PREPETITION INSURANCE POLICIES, AND (II)  
GRANTING RELATED RELIEF**

---

Upon the motion (the “Motion”)<sup>1</sup> filed by Lourdes University and Lourdes Properties, LLC, the above-captioned debtors and debtors-in-possession (the “Debtors”) pursuant to sections

---

<sup>1</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

105 and 363 of chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) Rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rule 9013-1 of the Local Bankruptcy Rules for the Northern District of Ohio (the “Local Rules”) for entry of a final order (i) authorizing, but not directing, the Debtors to continue to maintain their prepetition insurance policies and revise, extend, renew, replace or supplement such insurance policies in the ordinary course of business consistent with prepetition practices, and (ii) granting related relief; the Court, having reviewed the Motion and having heard the statements of counsel in support of the relief requested in the Motion at the hearing before the Court (the “Hearing”), and having entered the *Interim Order (I) Authorizing the Debtors to (A) Continue to Maintain Prepetition Insurance Policies and (II) Granting Related Relief* (the “Interim Order”) [Docket No. \_\_\_\_], finds that the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, this is a core matter pursuant to 28 U.S.C. § 157(b)(2), notice of the Motion and the Interim Order were sufficient under the circumstances and that no further notice need be given, and the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein and that such relief is necessary to avoid immediate and irreparable harm to the Debtors’ estates,

THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED on a final basis.
2. The Debtors are authorized in their discretion to (a) continue to maintain and perform under the Insurance Policies, including without limitation the Policies identified on **Exhibit C** to the Motion and including payment to SOSF of the Post-Petition Allocated Hylant Policy Costs; and (b) revise, extend, renew, supplement or replace such Insurance Policies, if necessary, in the ordinary course of business and consistent with past practice.

3. Notwithstanding Bankruptcy Rules 6003, 6004(h) or 7062, the terms and conditions of this order shall be immediately effective upon its entry.

4. The Debtors are authorized to take all actions they deem necessary or appropriate to effectuate the relief granted pursuant to this Final Order in accordance with the Motion.

5. All banks shall be and hereby are authorized and directed to receive, process, honor and pay all checks drawn on the Debtors' accounts with the banks and fund transfers on account of the Debtors' prepetition obligations to its insurance carriers, whether presented before or after the Petition Date, provided that sufficient funds are on deposit in the applicable accounts to cover such payments.

6. Any and all payments authorized to be made pursuant to this Final Order shall be subject to and made only to the extent authorized under any interim or final orders governing the Debtors' use of cash collateral and terms of Debtor-in-Possession financing, including any Budget in connection therewith.

7. The Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Final Order.

## **EXHIBIT C**

### **Policy and Carrier Schedule<sup>1</sup>**

| <u><b>Carrier</b></u>                                          | <u><b>Coverage</b></u>                      | <u><b>Policy No.</b></u>                  | <u><b>Premium</b></u> | <u><b>Term</b></u>                            |
|----------------------------------------------------------------|---------------------------------------------|-------------------------------------------|-----------------------|-----------------------------------------------|
| <b>Old Republic Union Insurance Company (CBS)</b>              | <b>Commercial Package</b>                   | <b>6152026<br/>(Beneficiary #1186303)</b> | <b>\$103,513</b>      | <b>June 15, 2026<br/>-June 15, 2027</b>       |
| <b>AIG</b>                                                     | <b>Foreign Liability</b>                    | <b>WS11002124</b>                         | <b>\$2,306</b>        | <b>November 1, 2026-<br/>November 1, 2027</b> |
| <b>AIG</b>                                                     | <b>Foreign Travel Accident and Sickness</b> | <b>GLB0009155697</b>                      | <b>\$1,050</b>        | <b>November 1, 2026-<br/>November 1, 2027</b> |
| <b>National Union Fire Insurance Company of Pittsburgh, PA</b> | <b>Kidnap and Ransom</b>                    | <b>012741449</b>                          | <b>\$2,955</b>        | <b>November 1, 2026-<br/>November 1, 2028</b> |
| <b>Cincinnati Insurance Co.</b>                                | <b>D&amp;O Educators (Legal)</b>            | <b>0420924</b>                            | <b>\$8,427</b>        | <b>November 1, 2026-<br/>November 1, 2027</b> |
| <b>Cincinnati Insurance Co.</b>                                | <b>Crime</b>                                | <b>0420924</b>                            | <b>\$17,464</b>       | <b>November 1, 2026-<br/>November 1, 2027</b> |
| <b>Cincinnati Insurance Co.</b>                                | <b>Fiduciary Liability</b>                  | <b>0420924</b>                            | <b>\$4,068</b>        | <b>November 1, 2026-<br/>November 1, 2027</b> |
| <b>Cincinnati Insurance Co.</b>                                | <b>Employment Practices</b>                 | <b>0420924</b>                            | <b>\$6,334</b>        | <b>November 1, 2026-<br/>November 1, 2027</b> |
| <b>Intact Insurance</b>                                        | <b>Excess Executive</b>                     | <b>MMX-001079-1125</b>                    | <b>\$27,780</b>       | <b>November 1, 2026-<br/>November 1, 2027</b> |
| <b>Admiral Insurance Company</b>                               | <b>Medical Professional Liability</b>       | <b>EO00001018</b>                         | <b>\$17,264</b>       | <b>November 1, 2026-<br/>November 1,</b>      |

<sup>1</sup> Any policy not designated as CBS or QBE is a Hylant policy.

| <b><u>Carrier</u></b> | <b><u>Coverage</u></b>  | <b><u>Policy No.</u></b> | <b><u>Premium</u></b> | <b><u>Term</u></b>                            |
|-----------------------|-------------------------|--------------------------|-----------------------|-----------------------------------------------|
|                       |                         |                          |                       | <b>2027</b>                                   |
| <b>Lloyd's</b>        | <b>Cyber Liability</b>  | <b>ESO0540553913</b>     | <b>\$25,780</b>       | <b>November 1, 2026-<br/>November 1, 2027</b> |
| <b>QBE Insurance</b>  | <b>Executive Side A</b> |                          | <b>\$150,000</b>      | <b>July 24, 2026-<br/>July 24, 2027</b>       |