

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

In re:

AMERICAN SIGNATURE, INC., *et al.*,¹

Debtors.

) Chapter 11

) Case No. 25-12105 (JKS)

) (Joint Administration Requested)

**MOTION OF DEBTORS FOR ENTRY OF INTERIM AND FINAL ORDERS
(I) AUTHORIZING THE DEBTORS TO (A) MAINTAIN INSURANCE AND SURETY
COVERAGE, AND LETTERS OF CREDIT ENTERED INTO PREPETITION AND
SATISFY PREPETITION OBLIGATIONS RELATED THERETO, (B) RENEW,
AMEND, SUPPLEMENT, EXTEND, OR PURCHASE INSURANCE POLICIES,
SURETY BONDS, AND LETTERS OF CREDIT, (C) CONTINUE TO PAY BROKER
FEES, AND (D) HONOR AND RENEW THEIR PREMIUM FINANCING
AGREEMENTS, AND (II) GRANTING RELATED RELIEF**

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) respectfully state as follows in support of this motion (this “Motion”):²

Relief Requested

1. The Debtors seek entry of interim and final orders, substantially in the forms attached hereto as **Exhibit A** and **Exhibit B** (respectively, the “Interim Order” and “Final Order”): (a) authorizing, but not directing, the Debtors to (i) maintain coverage under the Insurance Policies, Surety Bonds, and Letters of Credit (each as defined herein) and pay any related obligations, (ii) renew, amend, supplement, extend, or purchase insurance, surety coverage, and

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: American Signature, Inc. (6162); American Signature Home Inc. (8573); American Signature USA Inc. (6162); ASI Pure Promise Insurance LLC (6162); ASI Elston LLC (7520); ASI – Laporte LLC (6162); ASI Polaris LLC (6162); ASI Thomasville LLC (6162); and American Signature Woodbridge LLC (6162). The Debtors’ business address is 4300 E. 5th Avenue, Columbus, OH 43235.

² A detailed description of the Debtors and their business, including the facts and circumstances giving rise to the Debtors’ chapter 11 cases, is set forth in the *Declaration of Rudolph Morando in Support of the Debtors’ Chapter 11 Petitions and First Day Relief* (the “First Day Declaration”), filed contemporaneously herewith. Capitalized terms used but not otherwise defined in this Motion have the meanings ascribed to them in the First Day Declaration.



letters of credit, in the ordinary course of business and consistent with prepetition practice, (iii) continue to pay certain broker fees, and (iv) honor and renew their Premium Financing Agreements (as defined herein) entered into prepetition, satisfy obligations related thereto, and enter into premium financing agreements on a postpetition basis in the ordinary course of business and consistent with prepetition practice; and (b) granting related relief. In addition, the Debtors request that the Court schedule a final hearing within approximately 21 days after the commencement of these chapter 11 cases to consider entry of the Final Order.

Jurisdiction and Venue

2. The United States District Court for the District of Delaware has jurisdiction over this matter pursuant to 28 U.S.C. § 1334, which was referred to the United States Bankruptcy Court for the District of Delaware (the “Court”) under 28 U.S.C. § 157 pursuant to the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and the Debtors confirm their consent, within the meaning of Rule 9013-1(f) of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), to the entry of a final order by the Court in connection with 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.

3. Venue in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The statutory bases for the relief requested herein are sections 105(a), 363(b), 364(c), 1107(a), 1108, and 1112(b)(4)(c) of title 11 of the United States Code (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.

Background

5. On November 22, 2025 (the “Petition Date”), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their business and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. Concurrently with the filing of this Motion, the Debtors filed a motion requesting procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b) and Local Rule 1015-1. No request for the appointment of a trustee or examiner has been made in these chapter 11 cases, and no official committees have been appointed or designated.

6. Debtor American Signature, Inc., together with its subsidiaries (“ASI” or the “Company”) is a residential furniture company operating across its Value City Furniture (“VCF”) and American Signature Furniture (“ASF”) brands and serving as a furniture destination consumers can rely on for style, quality, and value. Headquartered in Columbus, Ohio, the Company operates more than 120 stores across 17 states, with the largest concentrations in Ohio (20), Michigan (16), and Illinois (11). The Company employs approximately 3,000 team members.

The Insurance Policies and Related Payment Obligations

7. In the ordinary course of business, the Debtors maintain 30 insurance policies listed on Exhibit C attached hereto (each, an “Insurance Policy” and collectively, the “Insurance Policies”)³ that are administered by multiple third-party insurance carriers (collectively,

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 descriptions in this Motion. Although Exhibit C is intended to be comprehensive, the Debtors may have inadvertently omitted Insurance Policies from Exhibit C. The Debtors request authority, but not direction, to honor existing Insurance Policies and renew Insurance Policies, as applicable, regardless of whether the Debtors inadvertently failed to include a particular Insurance Policy on Exhibit C, and any such omitted Insurance Policy

the “Insurance Carriers”). The Insurance Policies provide the Debtors and non-Debtor entities⁴ coverage for, among other things, the Debtors’ property, general liability, automobile liability, fiduciary liability, crime liability, umbrella coverage, excess liability, directors’ and officers’ liability, workers compensation, and cyber liability. The Insurance Policies generally are one year in length and renew at various times throughout each year.

8. The Debtors’ ability to maintain the Insurance Policies, to renew, supplement, and modify the same, 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. The Insurance Policies are also essential to the ongoing operation of the Debtors’ business. Moreover, in many instances, insurance coverage is required by statutes, rules, regulations, and contracts that govern the Debtors’ commercial activities, including the Bankruptcy Code and the *Region 3 Operating Guidelines for Chapter 11 Cases* (the “U.S. Trustee Guidelines”) published by the Office of the United States Trustee for the District of Delaware (the “U.S. Trustee”), which requires, among other things, that a debtor maintain adequate coverage given the circumstances of its chapter 11 case. Accordingly, the Debtors seek authority, but not direction, to maintain the Insurance Policies, to pay related prepetition obligations, to renew, supplement, or modify the Insurance Policies as needed, and to enter into new insurance policies in the ordinary course of business and consistent with past practice.

is hereby included in the defined term “Insurance Policies” as used herein and in the Interim Order and Final Order.

⁴ In some instances, the Debtors are insured under an insurance policy that also provides coverage to a non-Debtor entity as well. Intercompany transactions are described, and relief is requested, in the *Debtors’ Motion for Entry of Interim and Final Orders Authorizing the Debtors to (A) Continue Operating Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, (C) Maintain Existing Business Forms, (D) Perform Intercompany Transactions, and (E) Granting Related Relief*, filed contemporaneously herewith.

9. The annual premiums for the Insurance Policies total approximately \$6,196,513 in the aggregate for the 2025-2026 term, not including applicable deductibles.⁵ Certain premiums for the Insurance Policies are paid in monthly installments pursuant to Premium Financing Agreements. Other Insurance Policy premiums are paid in a single lump sum shortly after the Insurance Policy inception or renewal date or are paid monthly or quarterly. The Debtors pay certain premiums through the Insurance Brokers (as defined below).

10. The Debtors believe that, as of the Petition Date, no amounts of non-financed premium payments will become due before the final hearing on this Motion. However, out of an abundance of caution, by this Motion the Debtors seek authority, but not direction, to pay any prepetition amounts due and owing in connection with the Insurance Policies in the ordinary course of business and consistent with prepetition practice. The Debtors further seek authority, but not direction, to enter into new Insurance Policies, including ancillary policies, in the ordinary course of business on a postpetition basis and consistent with prepetition practices, without further Court approval, to ensure uninterrupted coverage.

The Debtors' Insurance Brokers

11. The Debtors employ multiple brokers (collectively, the “Insurance Brokers”) to assist them with the procurement and negotiation of the majority of the Insurance Policies. The

⁵ Some of the Insurance Policies require the Debtors to pay a per-incident deductible (collectively, “Deductibles”). Generally, if a claim is made against such Insurance Policies, the applicable Insurance Carrier will administer the claim and make payments in connection therewith in accordance with the terms of such policy, and the Insurance Carrier will have a claim against the Debtors in the amount of the applicable Deductible. Alternatively, certain of the Insurance Policies use self-insured retentions on a per-claim basis (collectively, “SIRs”) instead of Deductibles. If a claim is made under such Insurance Policies, the Debtors must make payments in the first instance (whether related to defense costs or on account of the underlying liability) up to the amount of the SIR and, once the Debtors have made payments to satisfy such amount, the carrier becomes obligated to cover remaining costs in accordance with the terms of such policy. Out of an abundance of caution, the Debtors seek authority, but not direction, to pay all prepetition amounts that may be due and owing on account of the Deductibles and to continue honoring all payment obligations under the Deductibles in the ordinary course of business to ensure uninterrupted coverage thereunder.

Insurance Brokers, among other things: (a) assist the Debtors in obtaining comprehensive insurance coverage for their operations in a cost-effective manner; (b) manage renewal data; and (c) provide ongoing support throughout the applicable policy periods for the Insurance Policies (the “Insurance Broker Services”). In exchange for these services, the Debtors pay the Insurance Brokers commissions, which are typically incorporated into the premiums of the Insurance Policies and paid at the same time. Thus, the Debtors believe they do not currently owe any amounts to the Insurance Brokers on account of the Insurance Broker Services. However, out of an abundance of caution and to ensure uninterrupted coverage under the Insurance Policies, the Debtors seek authority, but not direction, to pay any prepetition amounts owed to the Insurance Brokers on account of the Insurance Broker Services and to continue to honor their obligations to the Insurance Brokers as they come due in the ordinary course of business on a postpetition basis consistent with past practice.

Third-Party Claims Administrators

12. The Debtors maintain a service agreement with Great Prairie Risk Solutions and Minutemen HR Management Services (collectively, the “Third-Party Claims Administrators”) to administrator general liability and property claims. The Third-Party Claims Administrators provide claims handling services including intake, fact investigation, advice on accepting, denying, or tendering claims, and setting reserves. It also directly communicates and negotiates with claimants regarding their claims and liaises with and updates the Debtors’ Insurance Carriers as appropriate. The Debtors pay the Third-Party Claims Administrators a monthly service fee for administering this process. As of the Petition Date, the Debtors believe they are current on amounts owed to the Third-Party Claims Administrators for such services. The Debtors seek authority, but not direction, to pay any prepetition obligations related to the Third-Party Claims

Administrators and to continue to honor their obligations to the Third-Party Claims Administrators as they come due in the ordinary course of business on a postpetition basis consistent with past practice.

The Surety Bonds

13. In the ordinary course of business, the Debtors maintain nine surety bonds (each, a “Surety Bond” and collectively, the “Surety Bonds”)⁶ issued by various sureties (each, a “Surety” and collectively, the “Sureties”) to secure the Debtors’ payment or performance of certain obligations under their real property leases (the “Surety Bond Program”). To preserve value during these chapter 11 cases, the Debtors must maintain the existing Surety Bond Program by providing the Surety Bonds with collateral, renewing or potentially acquiring additional bonding capacity as needed in the ordinary course of business, and executing other agreements, as appropriate, in connection with the Surety Bond Program. Failure to provide, maintain, or replace in a timely manner the Surety Bonds may interfere with the Debtor’s postpetition operations and ability to effectuate their chapter 11 objectives. The Sureties have issued Surety Bonds to the Debtors with annual premiums (the “Surety Premiums”) totaling approximately \$12,243 in the aggregate. The Debtors estimate that approximately \$5,000 in prepetition premiums are outstanding on account of the Surety Bonds, all of which will become due in the first 21 days of these chapter 11 cases. A schedule of the Surety Bonds is attached hereto as **Exhibit D**.

⁶ The descriptions of the Surety Bonds set forth in this Motion constitute a summary only. The actual terms of the Surety Bonds and related agreements will govern in the event of any inconsistency with the description in this Motion. Although the schedule of Surety Bonds set forth in **Exhibit D** attached hereto is intended to be comprehensive, the Debtors may have inadvertently omitted Surety Bonds from **Exhibit D**. The Debtors request authority, but not direction, to honor existing Surety Bonds and renew Surety Bonds, as applicable, regardless of whether the Debtors inadvertently failed to include a particular Surety Bond on **Exhibit D**, and any such omitted Surety Bond is hereby included in the defined term “Surety Bonds” as used herein and in the Interim Order and Final Order.

14. The issuance of the Surety Bonds lessens the risk of the Debtors' nonperformance or nonpayment by providing that the Surety will perform or tender payment. Unlike an insurance policy, if a surety incurs a loss on a surety bond, it is entitled to recover the full amount of that loss from the principal. The Debtors must be able to maintain the existing Surety Bond Program, including payment of the Surety Premiums, providing collateral, renewing or potentially acquiring additional bonding capacity as needed in the ordinary course of business, and executing other agreements as needed, in connection with the Surety Bond Program (the "Surety Obligations"). Moreover, the Debtors' ability to maintain the Surety Bonds, to renew, supplement, and modify the same as needed, and to enter into new surety bonds as needed is essential to preserving the value of the Debtors' estates.

15. To ensure uninterrupted coverage in connection with the Surety Bonds, the Debtors seek authority to honor any prepetition Surety Obligations, to renew, amend, supplement, or modify the Surety Bonds as needed, and to enter into new surety bonds in the ordinary course of business consistent with past practice.

The Debtors' Surety Bond Broker

16. The Debtors obtain their Surety Bonds through Roanoke Insurance Group (the "Surety Bond Broker") and together with the Insurance Broker, the "Brokers"). The Surety Bond Broker is paid a commission for its services (the "Surety Broker Fees") and together with the Insurance Broker Fees, the "Broker Fees") related to surety bond coverage in connection with the Debtors' Surety Bonds, which is payable as part of the Surety Premiums.

17. The Debtors do not believe they owe any amounts to the Surety Bond Broker on account of the Surety Broker Fees. However, out of an abundance of caution and to ensure uninterrupted coverage under the Surety Bonds, the Debtors seek authority, but not direction, to

pay any prepetition Surety Broker Fees to the Surety Bond Broker and to continue to honor their obligations to the Surety Bond Broker as they come due in the ordinary course of business on a postpetition basis consistent with past practice.

Letters of Credit

18. The Debtors also maintain letters of credit in connection with certain obligations related to lease performance and other operational obligations (collectively, the “Letters of Credit”).⁷ As of the Petition Date, the Debtors have four Letters of Credit, issued by PNC Bank, in an aggregate amount of approximately \$8,925,000. A schedule of the Letters of Credit is attached hereto as **Exhibit E**.

19. The Debtors must maintain the Letters of Credit to operate their business and effectuate their chapter 11 objectives. Accordingly, the Debtors also seek authority, but not direction, to honor any outstanding prepetition amounts owed in connection with the Letters of Credit, to renew, supplement, or modify the Letters of Credit as needed, and to enter into new letters of credit in the ordinary course of business and consistent with prepetition practice.

Premium Financing Agreements

20. In the ordinary course, the Debtors finance the premium payments for certain of their Insurance Policies (collectively, the “Financed Policies”), pursuant to premium financing agreements (the “Premium Financing Agreements”) with AFCO Credit Corporation, First Insurance Funding, ICW Group, Roanoke Insurance Group, and Travelers Property Casualty

⁷ The descriptions of the Letters of Credit set forth in this Motion constitute a summary only. The actual terms of the Letters of Credit and related agreements will govern in the event of any inconsistency with the description in this Motion. Although the schedule of Letters of Credit set forth in **Exhibit E** attached hereto is intended to be comprehensive, the Debtors may have inadvertently omitted Letters of Credit from **Exhibit E**. The Debtors request authority, but not direction, to honor existing Letters of Credit and renew Letters of Credit, as applicable, regardless of whether the Debtors inadvertently failed to include a particular Letter of Credit on **Exhibit E**, and any such omitted Letter of Credit is hereby included in the defined term “Letters of Credit” as used herein and in the Interim Order and Final Order.

Company of America (collectively, the “Premium Financers”). The Premium Financing Agreements allow the Debtors to spread insurance premiums over the term of the policy rather than paying the entire premium upfront. The Debtors make monthly installment payments to the Premium Financers until the premium amount financed is paid in full.

21. Continuing to perform under the Premium Financing Agreements in the ordinary course of business on a postpetition basis is essential for the payment and maintenance of the Financed Policies and is in the best interests of the Debtors’ estates. In light of the Debtors’ financial circumstances, alternative insurance premium finance companies may not be willing to provide insurance premium financing to the Debtors on attractive market terms on a postpetition basis. As a result, it is critical for the Debtors to perform under the existing Premium Financing Agreements.

22. As of the Petition Date, the Debtors are current on monthly payments under the Premium Financing Agreements, and the Debtors do not anticipate that any amounts will come due prior to the final hearing on this Motion. The Debtors seek authority, but not direction, to pay related prepetition obligations under the Premium Financing Agreements in the ordinary course of business and consistent with prepetition practice to ensure uninterrupted coverage, to pay related postpetition obligations due in the ordinary course, and to enter into premium financing agreements in the ordinary course of business and consistent with prepetition practice on a postpetition basis.

Basis for Relief

I. The Bankruptcy Code and U.S. Trustee Guidelines Require the Debtors to Maintain Insurance Coverage and Satisfy Their Insurance Obligations

23. The Debtors’ existing Insurance Policies provide a comprehensive range of protection of the Debtors’ business and assets. Therefore, it is essential that the Debtors’ insurance

program continues in full force and effect during the course of these chapter 11 cases. Section 1112(b) 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 of the Insurance Policies is required by various state and federal regulations, laws, certain credit agreements, and contracts that govern the Debtors’ commercial activities.

24. Further, the U.S. Trustee Guidelines require that a debtor in possession under chapter 11 of the Bankruptcy Code maintain insurance and pay all insurance premiums as they come due. *See* U.S. Trustee Guidelines § III(A). The U.S. Trustee Guidelines further require, absent an order of the Court otherwise, a debtor in possession under chapter 11 of the Bankruptcy Code to maintain (if applicable) casualty insurance, workers’ compensation insurance, and general liability insurance along with any other insurance customary in such debtors’ business. *See id.* § III(B). The relief requested is necessary to ensure that the Debtors comply with their obligations under the Bankruptcy Code, applicable law, and the U.S. Trustee Guidelines.

II. The Debtors Should Be Authorized to Satisfy Prepetition Obligations Required Under the Insurance Policies, the Surety Bonds, the Premium Financing Agreements, and the Letters of Credit and to Continue Honoring Such Obligations Postpetition

25. The Debtors believe that they have authority to the continue the Insurance Policies, the Surety Bonds program, and the Letters of Credit, and renew, amend, supplement, extend, purchase, or enter into new Insurance Policies, Premium Financing Agreements, Surety Bonds, and Letters of Credit, and maintain the Insurance Policies, Surety Bonds, and Letters of Credit in the ordinary course of business during these chapter 11 cases. *See* 11 U.S.C. § 363(c) (“[T]he trustee 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.”). Nevertheless, the Debtors seek such

relief out of an abundance of caution given the importance of the Insurance Policies, Surety Bonds, Premium Financing Agreements, and Letters of Credit to the protection of the Debtors' estates.

26. Courts have recognized that it is appropriate to authorize the payment of prepetition obligations where necessary to protect and preserve the estate. *See, e.g., In re Just for Feet, Inc.*, 242 B.R. 821, 825–26 (D. Del. 1999); *In re CoServ, L.L.C.*, 273 B.R. 487, 497 (Bankr. N.D. Tex. 2002); *In re Ionosphere Clubs, Inc.*, 98 B.R. 174, 175–76 (Bankr. S.D.N.Y. 1989); *Armstrong World Indus., Inc. v. James A. Phillips, Inc. (In re James A. Phillips, Inc.)*, 29 B.R. 391, 398 (S.D.N.Y. 1983). In so doing, these courts acknowledge that several legal theories rooted in sections 105(a), 363(b), and 1107(a) of the Bankruptcy Code support the payment of prepetition claims.

27. Section 363(b) of the Bankruptcy Code permits a bankruptcy court, after notice and a hearing, to authorize 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). “In determining whether to authorize the use, sale or lease of property of the estate under this section, courts require the debtor to show that a sound business purpose justifies such actions.” *In re Montgomery Ward Holding Corp.*, 242 B.R. 147, 153 (D. Del. 1999) (collecting cases); *see also In re James A. Phillips, Inc.*, 29 B.R. at 397 (relying on section 363 to allow a contractor to pay the prepetition claims of suppliers who were potential lien claimants because the payments were necessary for general contractors to release funds owed to the debtors); *Ionosphere Clubs*, 98 B.R. at 175 (finding that a sound business justification existed to justify the payment of certain prepetition wages); *In re Phx. Steel Corp.*, 82 B.R. 334, 335–36 (Bankr. D. Del. 1987) (requiring the debtor to show a “good business reason” for a proposed transaction under section 363(b) of the Bankruptcy Code). In addition, under section 1107(a) of the Bankruptcy Code, a debtor in possession has, among other things, the

“implied duty of the debtor in possession to ‘protect and preserve the estate, including an operating business’ going-concern value.” *In re CEI Roofing, Inc.*, 315 B.R. 50, 59 (Bankr. N.D. Tex. 2004) (quoting *CoServ*, 273 B.R. at 497).

28. Courts also authorize debtors to honor prepetition obligations, including the payment of prepetition claims in appropriate circumstances, based on section 105(a) of the Bankruptcy Code, which codifies a bankruptcy court’s inherent equitable powers 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). Under section 105(a) of the Bankruptcy Code, courts may authorize the pre-plan payments of prepetition obligations when essential to the continued operation of a debtor’s business. *See Just for Feet*, 242 B.R. at 825–26. Specifically, a court may use its power under section 105(a) of the Bankruptcy Code to authorize payment of prepetition obligations pursuant to the “necessity of payment” rule (also referred to as the “doctrine of necessity”). *See, e.g., Ionosphere Clubs*, 98 B.R. at 176; *In re Lehigh & New England Ry. Co.*, 657 F.2d 570, 581 (3d Cir. 1981) (stating that courts may authorize payment of prepetition claims when there “is the possibility that the creditor will employ an immediate economic sanction, failing such payment”); *In re Columbia Gas Sys., Inc.*, 171 B.R. 189, 191–92 (Bankr. D. Del. 1994) (noting that, in the Third Circuit, debtors may pay prepetition claims that are essential to the continued operation of the business). 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.” *Ionosphere Clubs*, 98 B.R. at 175–76 (citing *Miltenberger v. Logansport, C. & S.W. Ry. Co.*, 106 U.S. 286 (1882)). Indeed, at least one court has recognized that there are instances when a debtor’s fiduciary duty can “only be fulfilled by the preplan satisfaction of a prepetition claim.” *CoServ*, 273 B.R. at 497.

29. Failure to maintain the Insurance Policies, the Surety Bonds, and the Letters of Credit could have a detrimental impact on the Debtors' ability to effectuate their sale and monetization efforts and the value of their estates. The non-payment of any Insurance Premiums, Broker Fees, or related fees under the Insurance Policies, Premium Financing Agreements, Surety Bonds, or Letters of Credit could result in one or more of the Insurance Carriers or Sureties terminating or declining to renew the Insurance Policies or Surety Bonds or refusing to enter into new insurance policies, premium financing agreements, or surety bonds with the Debtors. Any interruption in coverage would expose the Debtors to a number of risks, including potential (a) direct liability of the payment of claims that otherwise would have been covered under the Insurance Policies, (b) material costs and other losses that otherwise would have been reimbursed, (c) inability to obtain similar insurance coverage on terms equally as favorable as the present coverage, (d) higher costs for reestablishing lapsed Insurance Policies or obtaining new insurance coverage, and (e) regulatory exposure in the event the Debtors are required to maintain certain insurance and surety coverage to continue their operations. If any of these situations arise, the Debtors and their advisors would be forced to address these matters, requiring the expenditure of their limited time and resources. Accordingly, the relief requested is necessary to allow the Debtors to maintain appropriate insurance coverage, Surety Bonds, and Letters of Credit to maximize the value of the Debtors' estates and effectuate their chapter 11 objectives.

30. Courts in this district have granted relief similar to the relief requested herein under sections 105(a) and 363(b) of the Bankruptcy Code. *See, e.g., In re Claire's Holdings LLC*, No. 25-11454 (BLS) (Bankr. D. Del. Sept. 8, 2025) (authorizing the debtors to continue their current insurance policies, pay related prepetition obligations, and renew, supplement, modify, or purchase insurance and surety coverage); *In re Marelli Auto. Lighting USA LLC*, No. 25-11034

(CTG) (Bankr. D. Del. July 22, 2025 (same); *In re At Home Grp. Inc.*, No. 25-11120 (JKS) (Bankr. D. Del. July 14, 2025) (same); *In re Liberated Brands LLC*, No. 25-10168 (JKS) (Bankr. D. Del. Feb. 28, 2025) (same); *In re Am. Tire Distribs., Inc.*, No. 24-12391 (CTG) (Bankr. D. Del. Nov. 18, 2024) (same)).⁸

III. The Court Should Authorize the Debtors to Honor and Renew the Premium Financing Agreements

31. Payment of prepetition premiums and amounts owing under the Premium Financing Agreements is necessary and appropriate and may be authorized under sections 105(a) and 363(b) of the Bankruptcy Code. Moreover, pursuant to section 364(c) of the Bankruptcy Code, a debtor may, in the exercise of its business judgment, incur secured postpetition debt if the debtor has been unable to obtain unsecured credit and the borrowing is in the best interests of the estate. *See, e.g., In re Ames Dep't Stores, Inc.*, 115 B.R. 34, 38 (Bankr. S.D.N.Y. 1990) (stating that, with respect to postpetition credit, courts “permit debtors in possession to exercise their basic business judgment consistent with their fiduciary duties”); *In re Simasko Prod. Co.*, 47 B.R. 444, 448–49 (D. Colo. 1985) (authorizing an interim financing agreement where the debtor’s business judgment indicated financing was necessary and reasonable for the benefit of the estate). To satisfy the requirements of section 364(c) of the Bankruptcy Code, a debtor need only demonstrate “by a good faith effort that credit was not available” to the debtor on an unsecured or administrative expense basis. *See In re Snowshow Co.*, 789 F.2d 1085, 1088 (4th Cir. 1986).

32. Continuing to perform under the Premium Financing Agreements on a postpetition basis is in the best interests of the Debtors’ estates. In light of the Debtors’ financial circumstances, alternative insurance premium finance companies may not be willing to provide insurance

⁸ Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request of the Debtors’ proposed counsel.

premium financing to the Debtors on attractive market terms on a postpetition basis. As a result, it is critical for the Debtors to continue to perform under their existing Premium Financing Agreements. The Debtors also seek express authority to renew or enter into new premium financing agreements in the ordinary course of business.

33. Courts in this district recognize the importance of a debtor renewing and honoring obligations under premium financing agreements and have granted relief similar to the relief requested herein. *See, e.g., In re Claire's Holdings LLC*, No. 25-11454 (BLS) (Bankr. D. Del. Sept. 8, 2025) (authorizing the debtors to honor obligations under and renew premium financing agreements); *In re At Home Grp. Inc.*, No. 25-11120 (JKS) (Bankr. D. Del. July 14, 2025) (same); *In re Liberated Brands LLC*, No. 25-10168 (JKS) (Bankr. D. Del. Feb. 28, 2025) (same); *In re Accuride Corp.*, No. 24-12289 (JKS) (Bankr. D. Del. Nov. 13, 2024) (same); *In re SunPower Corp.*, No. 24-11649 (CTG) (Bank. D. Del. Aug. 29, 2024) (same).

Processing of Checks and Electronic Fund Transfers Should Be Authorized

34. The Debtors have sufficient funds to pay the amounts described in this Motion in the ordinary course of business by virtue of expected cash flows from ongoing business operations, debtor-in-possession financing, and access to cash collateral. In addition, under the Debtors' existing cash management system, the Debtors can readily identify checks or wire transfer requests as relating to any authorized payment in respect of the relief requested herein. Accordingly, the Debtors believe that checks or wire transfer requests, other than those relating to authorized payments, will not be honored inadvertently. Therefore, the Debtors respectfully request that the Court authorize all applicable financial institutions, when requested by the Debtors, to receive, process, honor, and pay any and all checks or wire transfer requests in respect of the relief requested in this Motion.

The Requirements of Bankruptcy Rule 6003 Are Satisfied

35. Bankruptcy Rule 6003 empowers a court to grant certain relief within the first 21 days after the petition date only to the extent that relief is “needed to avoid immediate and irreparable harm.” Fed. R. Bankr. P. 6003(a). For the reasons set forth herein, the Debtors believe an immediate and orderly transition into chapter 11 is critical to the viability of the Debtors’ operations. Failure to receive the requested relief during the first 21 days of these chapter 11 cases would severely disrupt the Debtors’ operations at this critical juncture and cause immediate and irreparable harm. The requested relief is necessary for the Debtors to operate their business in a value-maximizing manner for the benefit of all stakeholders. The Debtors have demonstrated that the requested relief is “needed to avoid immediate and irreparable harm,” as contemplated by Bankruptcy Rule 6003.

Reservation of Rights

36. Nothing contained in this Motion or any actions taken pursuant to any order granting the relief requested in this Motion, and no action taken by the Debtors pursuant to the relief requested or granted (including any payment made in accordance with any such order), is intended as or shall be construed or deemed to be: (a) an admission, concession, or waiver of rights of the Debtors or any party in interest as to the amount of, basis for, validity, priority, enforceability, or perfection of any claim against, lien on (contractual, common law, statutory, or otherwise), security interest in, or other encumbrance on property of the Debtors’ estates; (b) a promise or requirement to pay any particular claim; (c) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in this Motion or any order granting the relief requested by this Motion; (d) a request, approval, assumption, adoption, rejection, or, termination of any agreement, contract, lease, program, or policy under section 365 of the Bankruptcy Code; (e) a waiver or limitation of

the Debtors or any other party in interest to dispute any claim on any grounds; (f) a waiver or limitation of the Debtors or any person or entity of any claims, causes of action, or other rights, under the Bankruptcy Code or any other applicable law; or (g) a waiver of the obligation of any party in interest to file a proof of claim. If the Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended and should not be construed as an admission as to the validity, priority, or amount of any particular claim or a waiver of the Debtors' rights subsequently to dispute such claim.

Waiver of Bankruptcy Rule 6004(a) and 6004(h)

37. To implement the foregoing successfully, the Debtors seek a waiver of the notice requirements under Bankruptcy Rule 6004(a) and the 14-day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h).

Notice

38. The Debtors will provide notice of this Motion to: (a) the Office of the United States Trustee; (b) the holders of the thirty (30) largest unsecured claims against the Debtors (on a consolidated basis); (c) the office of the attorney general for each of the states in which the Debtors operate; (d) the United States Attorney's Office for the District of Delaware; (e) the Internal Revenue Service; (f) the United States Securities and Exchange Commission; (g) counsel to the DIP Agent and the Prepetition ABL Agent; (h) counsel to the Prepetition Term Agent; (i) the Insurance Carriers; (j) the Sureties; (k) the Brokers; and (l) any party that has requested notice pursuant to Bankruptcy Rule 2002. As this Motion is seeking "first day" relief, the Debtors will serve copies of this Motion and any order entered in respect to this Motion as required by Local Rule 9013-1(m). In light of the nature of the relief requested, no other or further notice need be given.

No Prior Request

39. No prior request for the relief sought in this Motion has been made to this Court or any other court.

WHEREFORE, the Debtors respectfully request entry of the Interim Order and Final Order, substantially in the forms attached hereto as **Exhibit A** and **Exhibit B**, respectively, granting the relief requested herein and such other relief as is just and proper.

Dated: November 24, 2025

PACHULSKI STANG ZIEHL & JONES LLP

/s/ Laura Davis Jones

Laura Davis Jones (DE Bar No. 2436)

David M. Bertenthal (CA Bar No. 167624)

919 North Market Street, 17th Floor

P.O. Box 8705

Wilmington, Delaware 19899-8705 (Courier 19801)

Telephone: 302-652-4100

Facsimile: 302-652-4400

Email: ljones@pszjlaw.com

dbertenthal@pszjlaw.com

*Proposed Counsel for the
Debtors and Debtors in Possession*

Exhibit A

Proposed Interim Order

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

In re:

AMERICAN SIGNATURE, INC., *et al.*,¹

Debtors.

)

) Chapter 11

)

) Case No. 25-12105 (JKS)

)

) (Joint Administration Requested)

) **Ref. Docket No.** _____

**INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO (A) MAINTAIN
INSURANCE, SURETY COVERAGE, AND LETTERS OF CREDIT ENTERED INTO
PREPETITION AND SATISFY PREPETITION OBLIGATIONS RELATED
THERE TO, (B) RENEW, AMEND, SUPPLEMENT, EXTEND, OR PURCHASE
INSURANCE POLICIES, SURETY BONDS, AND LETTERS OF CREDIT,
(C) CONTINUE TO PAY BROKER FEES, AND (D) HONOR AND RENEW THEIR
PREMIUM FINANCING AGREEMENTS, AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for the entry of an interim order (this “Interim Order”):

(a) authorizing, but not directing, the Debtors to (i) maintain coverage under the Insurance Policies, Surety Bonds, and Letters of Credit and pay any related obligations with respect thereto, (ii) renew, amend, supplement, extend, or purchase insurance, surety coverage, and letters of credit, in the ordinary course of business and consistent with prepetition practice, (iii) continue to pay certain broker fees, and (iv) honor and renew their Premium Financing Agreements entered into prepetition, satisfy obligations related thereto, and enter into premium financing agreements in the ordinary course of business and consistent with prepetition practice on a postpetition basis;

(b) scheduling a final hearing to consider approval of the Motion on a final basis; and (c) granting

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: American Signature, Inc. (6162); American Signature Home Inc. (8573); American Signature USA Inc. (6162); ASI Pure Promise Insurance LLC (6162); ASI Elston LLC (7520); ASI – Laporte LLC (6162); ASI Polaris LLC (6162); ASI Thomasville LLC (6162); and American Signature Woodbridge LLC (6162). The Debtors’ business address is 4300 E. 5th Avenue, Columbus, OH 43235.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and the United States District Court for the District of Delaware having jurisdiction over this matter pursuant to 28 U.S.C. § 1334, which was referred to this Court under 28 U.S.C. § 157 pursuant to 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 this Court having found that it 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 pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested 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 on the Motion were appropriate under the circumstances and no other notice need be provided; 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 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 herein; 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 herein.
2. Any objections to the entry of this Interim Order, to the extent not withdrawn or settled, are overruled.
3. The final hearing (the "Final Hearing") on the Motion shall be held on _____, 2025, at __:__.m. (prevailing Eastern Time). Any objections or responses to entry of a final order

on the Motion shall be filed on or before 4:00 p.m. (prevailing Eastern Time), on _____, 2025, and shall be served on: (a) proposed counsel to the Debtors, Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, Delaware 19801, Attn: Laura Davis Jones (ljones@pszjlaw.com); (b) the Office of the United States Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: Malcolm M. Bates (Malcolm.M.Bates@usdoj.gov); (c) counsel to any statutory committee appointed in these chapter 11 cases; (d) counsel to the DIP Agent and Prepetition ABL Agent, (i) Choate, Hall & Stewart LLP, Two International Place, Boston, Massachusetts 02110, Attn: John F. Ventola (jventola@choate.com), Jonathan D. Marshall (jmarshall@choate.com), and Lucas B. Barrett (lbarrett@choate.com), and (ii) Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19801, Attn: Daniel J. DeFranceschi (defranceschi@RLF.com), John H. Knight (Knight@RLF.com), and Matthew P. Milana (Milana@RLF.com); and (e) counsel to the Prepetition Term Agent, Goldberg Kohn, 55 East Monroe Street, Chicago, Illinois 60603-5792, Attn: Randall L. Klein (randall.klein@goldbergkohn.com) and Zachary J. Garrett (zachary.garrett@goldbergkohn.com).

4. The Debtors are authorized, but not directed, to: (a) continue and maintain the Insurance Policies, Surety Bonds, and Letters of Credit, and pay any related prepetition or postpetition amounts or obligations in the ordinary course of business and consistent with prepetition practice, including any amounts or obligations that may be owed to the Brokers or the Premium Financiers; *provided* that such payments shall not exceed \$250,000 in the aggregate pending entry of the Final Order; and (b) renew, amend, supplement, extend, enter into, or purchase insurance policies, premium financing agreements, surety bonds, and letters of credit, in

each case, to the extent that the Debtors determine, in consultation with the DIP Agent, that such action is in the best interests of their estates.

5. The Debtors are authorized, but not directed, to continue to honor the terms of the Premium Financing Agreements and pay Insurance Premiums thereunder and to enter into, renew, amend, supplement, or extend premium financing agreements as necessary, to the extent that the Debtors determine that such action is in the ordinary course of business.

6. The Debtors are authorized, but not directed, to pay any prepetition or postpetition obligations on account of the Deductibles or the SIRs in the ordinary course of business and consistent with prepetition practice.

7. To the extent that any Insurance Policies or Surety Bonds or any related obligation, contract, or agreement are 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 Policies or Surety Bonds or any related obligation, contract, or agreement pursuant to section 365 of the Bankruptcy Code.

8. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Interim Order.

9. Notwithstanding anything to the contrary in the Motion or this Interim Order, any payment made by the Debtors pursuant to the authority granted in this Interim Order must be in

compliance with, and any authorization of the Debtors contained herein is subject to: (a) any interim or final orders entered by the Court approving the Debtors' entry into any postpetition debtor-in-possession financing facility and/or authorizing the use of cash collateral; (b) the documentation in respect of any such debtor-in-possession financing or use of cash collateral; and (c) any budget or cash flow forecasts in connection therewith (in each case, the "DIP Order"). To the extent there is any inconsistency between the terms of the DIP Order and this Interim Order, the terms of the DIP Order shall control.

10. Nothing contained in the Motion or this Interim Order, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with this Interim Order), is intended as or shall be construed or deemed to be: (a) an admission, concession, or waiver of rights of the Debtors or any party in interest as to the amount of, basis for, validity, priority, enforceability, or perfection of any claim against, lien on (contractual, common law, statutory, or otherwise), security interest in, or other encumbrance on property of the Debtors' estates; (b) a promise or requirement to pay any particular claim; (c) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in the Motion or this Interim Order; (d) a request, approval, assumption, adoption, rejection, or, termination of any agreement, contract, lease, program, or policy under section 365 of the Bankruptcy Code; (e) a waiver or limitation of the Debtors or any other party in interest of the right to dispute any claim on any grounds; (f) a waiver or limitation of the Debtors or any person or entity of any claims, causes of action, or other rights, under the Bankruptcy Code or any other applicable law; or (g) a waiver of the obligation of any party in interest to file a proof of claim. Any payment made pursuant to this Interim Order is not intended and should not be construed as an admission as to the validity, priority, or amount of any particular

claim or a waiver of the Debtors' or any other party in interest's rights subsequently to dispute such claim.

11. 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.

12. Nothing in this Interim Order authorizes the Debtors to accelerate any payments not otherwise due.

13. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003.

14. Notice of the Motion as provided therein shall be deemed good and sufficient notice of the Motion, and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

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

16. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Interim Order in accordance with the Motion.

17. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Interim Order.

Exhibit B

Proposed Final Order

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

In re:

AMERICAN SIGNATURE, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 25-12105 (JKS)

(Joint Administration Requested)

Ref. Docket No. _____

FINAL ORDER (I) AUTHORIZING THE DEBTORS TO (A) MAINTAIN INSURANCE, SURETY COVERAGE, AND LETTERS OF CREDIT ENTERED INTO PREPETITION AND SATISFY PREPETITION OBLIGATIONS RELATED THERETO, (B) RENEW, AMEND, SUPPLEMENT, EXTEND, OR PURCHASE INSURANCE POLICIES, SURETY BONDS, AND LETTERS OF CREDIT, (C) CONTINUE TO PAY BROKER FEES, AND (D) HONOR AND RENEW THEIR PREMIUM FINANCING AGREEMENTS, AND (II) GRANTING RELATED RELIEF

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of a final order (this “Final Order”): (a) authorizing, but not directing, the Debtors to (i) maintain coverage under the Insurance Policies, Surety Bonds, and Letters of Credit and pay any related obligations with respect thereto, (ii) renew, amend, supplement, extend, or purchase insurance, surety coverage, and letters of credit in the ordinary course of business and consistent with prepetition practice, and (iii) continue to pay certain broker fees; and (b) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and the United States District Court for the District of Delaware having jurisdiction over this matter pursuant to 28 U.S.C. § 1334, which was referred to this Court under 28 U.S.C. § 157 pursuant to the *Amended Standing Order of Reference* from the United States

1 The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification
 2 number, are: American Signature, Inc. (6162); American Signature Home Inc. (8573); American Signature USA
 3 Inc. (6162); ASI Pure Promise Insurance LLC (6162); ASI Elston LLC (7520); ASI – Laporte LLC (6162); ASI
 4 Polaris LLC (6162); ASI Thomasville LLC (6162); and American Signature Woodbridge LLC (6162). The
 5 Debtors' business address is 4300 E. 5th Avenue, Columbus, OH 43235.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

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 this Court having found that it 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 pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested 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 on the Motion were appropriate under the circumstances and no other notice need be provided; 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"), if any; and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing, if any, establish just cause for the relief granted herein; 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 a final basis as set forth herein.
2. Any objections to the entry of this Final Order, to the extent not withdrawn or settled, are overruled.
3. The Debtors are authorized, but not directed, to: (a) continue and maintain the Insurance Policies, Surety Bonds, and Letters of Credit, and pay any related prepetition or postpetition amounts or obligations in the ordinary course of business and consistent with prepetition practice, including any amounts or obligations that may be owed to the Brokers or Premium Financers; and (b) renew, amend, supplement, extend, enter into, or purchase insurance policies, premium financing agreements, surety bonds, and letters of credit, in each case, to the

extent that the Debtors determine, in consultation with the DIP Agent, that such action is in the best interests of their estates.

4. The Debtors are authorized, but not directed, to continue to honor the terms of the Premium Financing Agreements and pay Insurance Premiums thereunder and to enter into, renew, amend, supplement, or extend premium financing agreements as necessary, to the extent that the Debtors determine that such action is in the ordinary course of business.

5. The Debtors are authorized, but not directed, to pay any prepetition or postpetition obligations on account of the Deductibles or the SIRs in the ordinary course of business and consistent with prepetition practice.

6. To the extent that any Insurance Policies or Surety Bonds or any related obligation, contract, or agreement are 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 Policies or Surety Bonds or any related obligation, contract, or agreement pursuant to section 365 of the Bankruptcy Code.

7. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Final Order.

8. Notwithstanding anything to the contrary in the Motion or this Final Order, any payment made by the Debtors pursuant to the authority granted in this Final Order must be in compliance with, and any authorization of the Debtors contained herein is subject to: (a) any interim or final orders entered by the Court approving the Debtors' entry into any postpetition

debtor-in-possession financing facility and/or authorizing the use of cash collateral; (b) the documentation in respect of any such debtor-in-possession financing or use of cash collateral; and (c) any budget or cash flow forecasts in connection therewith (in each case, the “DIP Order”). To the extent there is any inconsistency between the terms of the DIP Order and this Final Order, the terms of the DIP Order shall control.

9. Nothing contained in the Motion or this Final Order, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with this Final Order), is intended as or shall be construed or deemed to be: (a) an admission, concession, or waiver of rights of the Debtors or any party in interest as to the amount of, basis for, validity, priority, enforceability, or perfection of any claim against, lien on (contractual, common law, statutory, or otherwise), security interest in, or other encumbrance on property of the Debtors’ estates; (b) a promise or requirement to pay any particular claim; (c) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in the Motion or this Final Order; (d) a request, approval, assumption, adoption, rejection, or, termination of any agreement, contract, lease, program, or policy under section 365 of the Bankruptcy Code; (e) a waiver or limitation of the Debtors or any other party in interest of the right to dispute any claim on any grounds; (f) a waiver or limitation of the Debtors or any person or entity of any claims, causes of action, or other rights, under the Bankruptcy Code or any other applicable law; or (g) a waiver of the obligation of any party in interest to file a proof of claim. Any payment made pursuant to this Final Order is not intended and should not be construed as an admission as to the validity, priority, or amount of any particular claim or a waiver of the Debtors’ or any other party in interest’s rights subsequently to 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 as provided therein shall be deemed good and sufficient notice of the Motion, and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

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

13. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Final Order in accordance with the Motion.

14. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Final Order.

Exhibit C**Insurance Policies**

Policy Names	Policy Type	Coverage Limits	Premium Due Date	Policy Period	Total ASI Premium Amount
SSC Umb-XS – ASI	Umbrella & Excess Liability	\$200,000,000	1st	08/01/2025 - 08/01/2026	\$1,513,489
SSC Umb-XS - Luxury	Umbrella & Excess Liability	\$200,000,000	1st	08/01/2025 - 08/01/2026	\$319,502
SSC GL - ASI	General Liability	\$2,000,000	1st	08/01/2025 - 08/01/2026	\$478,412
ASI Foreign Travel	Foreign Travel	\$2,000,000	1st	08/01/2025 - 08/01/2026	\$6,045
ASI Property	Property	\$750,000,000	1st	08/01/2025 - 08/01/2026	\$1,156,632
ASI EX WC	Excess Worker's Compensation	\$25,000,000	1st	08/01/2025 - 08/01/2026	\$58,540
ASI WC	Worker's Compensation	\$1,000,000	1st	08/01/2025 - 08/01/2026	\$817,842
ASI Auto	Auto	\$2,000,000	1st	08/01/2025 - 08/01/2026	\$1,014,447
SSC D&O - ASI	D&O	\$70,000,000	15th	06/15/2025 - 06/15/2026	\$176,330
SSC Crime - ASI	Crime	\$15,000,000	Paid in Full	08/01/2025 - 08/01/2026	\$33,731
SSC Fiduciary - ASI	Fiduciary	\$15,000,000	Paid in Full	08/01/2025 - 08/01/2026	\$29,022
SSC Fiduciary - Kroehler	Fiduciary	\$15,000,000	Paid in Full	08/01/2025 - 08/01/2026	\$2,197
Luxury Delivery Motor Truck Cargo	Motor Truck Cargo	\$1,000,000	Paid in Full	02/08/2025 - 02/08/2026	\$47,935
ASI Cargo	Cargo	\$8,000,000	Every qtr	02/01/2025 - 02/01/2026	\$83,500
Kroehler WC	Worker's Compensation	\$1,000,000	15th	09/01/2025 - 09/01/2026	\$102,697
ASI Flood Huntington WV	Flood	\$500,000	9/10/2025	09/10/2025 - 09/10/2026	\$4,867
ASI Flood - Bradenton FL	Flood	\$500,000	8/20/2025	08/20/2025 - 8/20/2026	\$6,623
ASI Flood Sunrise	Flood	\$500,000	5/1/2025	05/01/2025 - 05/01/2026	\$2,047
ASI Flood Ft Myers FL	Flood	\$500,000	8/21/2025	08/21/2025 - 08/21/2026	\$2,848
SSC Cyber - ASI	Cyber	\$15,000,000	30th	03/31/2025 - 03/31/2026	\$243,278

Policy Names	Policy Type	Coverage Limits	Premium Due Date	Policy Period	Total ASI Premium Amount
SSC Cyber Kroehler	Cyber	\$15,000,000	30th	03/31/2025 - 03/31/2026	\$9,137
SSC Cyber Luxury	Cyber	\$15,000,000	30th	03/31/2025 - 03/31/2026	\$4,949
SSC Executive Security GL	General Liability	\$3,000,000	1st	06/01/2025 - 06/01/2026	\$60,115
SSC Executive Security Ex Liab	Excess Liability	\$5,000,000	1st	06/01/2025 - 06/01/2026	\$22,328

Exhibit D**Surety Bonds**

Type of Bond	Bond No.	Effective Date	Bond Amount
FL Power & Light – ASF 408	S9071730	10/22/25 – 10/22/26	\$74,790
Tampa Electric Utility – ASF 405	S9071740	12/31/24 – 12/31/25	\$17,100
Tampa Electric Utility – ASF 406	S9071741	12/31/24 – 12/31/25	\$16,800
Thomasville, GA Utility Bond – GADC	S9071742	12/31/24 – 12/31/25	\$46,500
GA Power Utility – ASF 418, 431, 433	S9071743	12/31/24 – 12/31/25	\$68,600
FL Power & Light Bond – ASF 412, 415, 424	S9071744	12/31/24 – 12/31/25	\$88,627
Luxury Delivery PrePass	S9151654	3/14/25 – 3/14/25	\$65,000
GA Utility Bond – ASF 443	S9151698	7/22/25 – 7/22/26	\$17,800
Customs Bond	24C001B8T	10/9/24 – 11/6/25	\$700,000
Customs Bond	25C0029US	11/13/25 – 11/13/26	\$1,200,000

Exhibit E

Letters of Credit

Bank Issuer	Type	ID	Effective Date	Amount
PNC Bank	Travelers LOC	12501942-00-000	2023	\$5,575,000
PNC Bank	OH BWC LOC	12501046-00-000	2021	\$990,000
PNC Bank	American Alternative Ins	18131701-00-000	2022	\$1,500,000
PNC Bank	VCF 180 LOC	18134775-00-000	2021	\$860,000