



ORDERED in the Southern District of Florida on February 27, 2026.

A handwritten signature in black ink, appearing to read "Erik P. Kimball".

Erik P. Kimball
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISION
www.flsb.uscourts.gov

In re:

Case No: 26-12313-EPK
Chapter 11, Subchapter V

IPIC THEATERS, LLC,

Debtor.

ORDER GRANTING EMERGENCY MOTION OF DEBTOR FOR ENTRY OF AN ORDER AUTHORIZING THE DEBTOR TO (I) CONTINUE INSURANCE COVERAGE ENTERED INTO PREPETITION AND SATISFY PREPETITION OBLIGATIONS RELATED THERETO; AND (II) HONOR THE TERMS OF PREMIUM FINANCE AGREEMENTS AND PAY PREMIUMS THEREUNDER

This cause came before the Court on February 26, 2026 at 3:00 p.m. (the "Hearing"), upon the *Emergency Motion Of Debtor For Entry Of An Order Authorizing The Debtor To (I) Continue Insurance Coverage Entered Into Prepetition And Satisfy Prepetition Obligations Related Thereto; and (II) Honor The Terms Of Premium Finance Agreements And Pay Premiums Thereunder* (ECF No. 10) (the "Motion")¹ filed by the Debtor, IPIC Theaters, LLC (the

¹ Unless otherwise defined herein, all capitalized terms shall have the meaning ascribed to them in the Motion.

“Debtor”). After hearing argument of counsel and considering the Motion, the First Day Declaration, and the court file, the Court finds that (i) it has jurisdiction over the matters raised in the motion pursuant to 28 U.S.C. §§ 157 and 1334(b); (ii) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); (iii) venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; (iv) the relief requested in the Motion is in the best interest of the Debtor, its estate, and its creditors and other parties in interest; (v) notice of the Motion and the Hearing were appropriate under the circumstances and no other or further notice is necessary; and (vi) good and sufficient cause exists to grant the relief requested, as set forth herein.

Accordingly, it is **ORDERED** as follows:

1. The Motion is GRANTED as set forth herein.
2. The Debtor may, in its reasonable business judgment, continue to administer all of the Insurance Policies, as described in Exhibit B to the Motion, in the ordinary course of its business, including continuing to pay certain premiums, deductibles, related fees set forth therein to the extent they may become due and payable according to the terms of the Insurance Policies.
3. The Debtor may, in its reasonable business judgment, continue to honor the terms of the Premium Finance Agreements, as described in the Motion, in the ordinary course of its business, including continuing to pay certain premiums according to the terms of the Premium Finance Agreements.
4. Notwithstanding the relief granted herein and any actions taken hereunder, nothing contained in the Motion or this Order or any payment made pursuant to this Order shall constitute, nor is it intended to constitute: (a) an admission as to the validity or priority of any claim or lien against the Debtor; (b) a waiver of the Debtor’s rights to subsequently

dispute such claim or lien on any grounds; (c) a promise or requirement to pay any pre-petition claim; (d) an implication or admission that any particular claim is of a type specified or defined in the Motion or this Order; (e) a request or authorization to assume any pre-petition agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtor's estate; (g) a waiver or limitation of the Debtor's rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtor or any other party-in-interest that any liens (contractual, common law, statutory, or otherwise) satisfied pursuant to this Order are valid and the Debtor and all other parties in interest expressly reserve their rights to contest the extent, validity, or perfection, or to seek avoidance of all such liens. Any payment made pursuant to this Order should not be construed as an admission as to the validity, priority, or amount of any particular claim or a waiver of the Debtor's or any other party in interest's rights to subsequently dispute such claim.

5. Nothing herein alters or amends the terms and conditions of any of the Insurance Policies or Premium Finance Agreements or relieves the Debtor of any of its obligations under the Insurance Policies or Premium Finance Agreements.

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

7. The Debtor is 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 this chapter 11 case with respect to prepetition amounts owed in connection with any of the Insurance Policies and Premium Finance Agreements.

8. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(a).

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

10. Notwithstanding Bankruptcy Rules 6003 and 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

11. The Debtor is authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

12. This Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

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Submitted by:

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Christopher R. Thompson, Esq., Burr & Forman LLP, is directed to serve copies of this order upon all non-registered users or registered users who have yet to appear electronically in this case and file a conforming certificate of service.