UNITED STATES BANKRUPTCY COURT
DISTRICT OF RHODE ISLAND

In re: NEWPORT OVERLOOK ASSOCIATION, INC., Debtor.	Chapter 11 Case No.: 1:25-bk-11000

ORDER GRANTING DEBTOR'S MOTION FOR EMERGENCY DETERMINATION FOR AUTHORITY TO (I) CONTINUE TO ADMINISTER INSURANCE POLICIES AND RELATED AGREEMENTS; (II) HONOR CERTAIN OBLIGATIONS IN RESPECT THEREOF; AND (III) FOR RELATED RELIEF

THIS MATTER came before the Court for hearing (the "Hearing") on January 6, 2026, upon Debtor's *Motion for Emergency Determination for Authority to (I) Continue to Administer Insurance Policies and Related Agreements; (II) Honor Certain Obligations in Respect Thereof; and (III) for Related Relief* (Doc. No. 4) (the "Motion")[1] filed by Newport Overlook Association, Inc. ("Debtor"). Having considered the Motion and the representations in the First Day Declaration, together with the representations of the parties in interest at the Hearing, and for the reasons stated in open court at the Hearing, the Court finds good cause exists to grant the relief sought in the Motion. Accordingly, it is

ORDERED:

1. The Motion (Doc. No. 4) is **GRANTED**.

2. The Debtor is authorized, but not directed, to pay, in the ordinary course of business as such obligations become due, all Insurance Obligations (excluding any pre-petition amounts owed to the Insurance Broker) arising under or relating to the Insurance Policies and Programs,

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

including any new Insurance Policies and Programs, without regard to whether such Insurance Policies and Programs are listed in **Exhibit B** to the Motion, and without regard to whether accruing or relating to the period before or after the Petition Date. If there is a change in insurance that (i) will result in an increase in the cost of more than 10% for a current form of insurance coverage or (ii) constitutes a new form of insurance coverage not authorized by this Order, the Debtor must provide not less than 10-days' notice to the U.S. Trustee, the Subchapter V trustee, and any parties that have requested notice. The Debtor shall also file notice of such increase with the Court.

3. The Debtor is further authorized, but not directed, to maintain its Insurance Policies and Programs in accordance with practices and procedures that were in effect before the commencement of the Chapter 11 Case.[2]

4. The Debtor is further authorized, but not directed, to maintain, renew, revise, extend, rollover, modify, supplement, increase, purchase or replace, or obtain new Insurance Policies, and to take any and all similar appropriate actions in connection therewith, in the ordinary course of business, and to procure tail coverage, in furtherance of protecting the property of the Debtor's estate, subject to the same limitations and notice requirements set forth above in ¶2.

5. Each of the Banks at which the Debtor maintains its accounts are authorized to (a) receive, process, honor, and pay all checks presented for payment and all fund transfer requests as directed by the Debtor on account of the relief granted herein, to the extent that sufficient funds are on deposit in those accounts, whether such checks were presented or fund transfers were

[2] Unless otherwise indicated, the terms "Bankruptcy Code," "chapter," "section" and "§" refer to Title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq*., as amended by the Bankruptcy Abuse Prevention and Consumer Protection Act of 2005, Pub L. No. 109-8, 119 Stat. 37 ("BAPCPA"). References to the "Bankruptcy Rules" or "Rule" shall mean the Federal Rules of Bankruptcy Procedure.

submitted before, on or after the Petition Date, and (b) accept and rely on the Debtor's designation of any particular check or electronic payment request as appropriate pursuant to the Motion without any duty of further inquiry and without liability for following the Debtor's instructions.

6. Debtor is authorized, but not directed, to issue new post-petition checks, or effect new electronic funds transfers, on account of Insurance Obligations, as set forth herein, and to replace any prepetition checks or electronic fund transfer requests that may be lost or dishonored or rejected as a result of the commencement of the Chapter 11 Case.

7. Nothing contained in the Motion or this Order or any payment made pursuant to the authority granted by this Order is intended to be or shall be deemed as (a) an implication or admission as to the validity of any claim against the Debtor; (b) a waiver of the Debtor's or any party in interest's rights to dispute the amount of, basis for, or validity of any claim; (c) a waiver of the Debtor's or any party in interest's rights under the Bankruptcy Code or any other applicable nonbankruptcy law; (d) a waiver of the obligation of any party in interest to file a proof of claim; (e) an agreement or obligation to pay any claims; (f) a waiver of any claims or causes of action which may exist against any creditor or interest holder; (g) an admission as to the validity of any liens satisfied pursuant to the Motion; or (h) an approval, assumption, adoption, or rejection of any agreement, contract, lease, program, or policy under § 365 of the Bankruptcy Code.

8. Notwithstanding entry of this Order, nothing herein shall create, nor is intended to create, any rights in favor of or enhance the status of any claim held by any party.

9. The requirements of Bankruptcy Rule 6003(b) have been satisfied.

10. Notice of the Motion satisfies the requirements of Bankruptcy Rule 6004(a).

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

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

13. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

ENTERED:

January 7, 2026

PER ORDER:

Honorable John A. Dorsey, Jr.

U.S. Bankruptcy Judge

EXHIBIT A

(Insurance Policies and Programs)[3]

TYPE OF POLICY COVERAGE	INSURANCE CARRIER(S)	POLICY NUMBER	POLICY TERM
Commercial Property, General Liability, Umbrella Liability[4]	Starr Indemnity& Liability Company Starr Surplus Lines Insurance Company Lloyds of London AIG Specialty Insurance Company	1000100131251 1000100145251 1000198193251 1000198194251 1000699969251 B1230AP56189A25	5/1/2025 – 5/1/2026
Non-Profit Organization Management Liability Policy	HDI Global Specialty SE	FRL-H-P-ML-00011522-02	01/10/2025 – 01/10/2026
			*POLICY END DATES MAY INCLUDE EXTENSIONS

[3] This table does not include the Environmental Policy, as Debtor is not a named party under the policy.

[4] Provided through T+L.