

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF \_\_\_\_\_

IN RE: \_\_\_\_\_ CASE NO.: \_\_\_\_\_

ORDER APPROVING PREMIUM FINANCING

At \_\_\_\_\_ in the said District on the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_; and

Upon motion of \_\_\_\_\_, the Attorney for the Debtor, requesting authorization to enter onto a certain premium finance agreement between the Debtor and Express Premium Finance Company, LLC (hereinafter referred to as "EXPRESS"), which agreement is to finance the payment of premiums to be paid upon the Debtor's insurance policies named therein (a copy of said agreement being annexed hereto and hereinafter referred to as the "Agreement"); it is

ORDERED that the Debtor is hereby authorized to enter into the Agreement; and it is further ORDERED that in the event that the Debtor defaults under the terms of the Agreement, EXPRESS may, in accordance with the terms of the said agreement, and without further order of the court, cancel the policies listed in the Agreement or any amendment thereto and receive and apply the unearned or return premiums to the account of the Debtor and in the event that monies still remain due, such sufficiency shall be recognized as a debt incurred in connection with the administration of the Estate; and it is further ORDERED that the Debtors are hereby authorized to enter into financing agreements in the future with EXPRESS without further court order under the following terms:

- A. Copies of the proposed Financing Agreement will be forwarded to the counsel for the committee of creditors Holding Unsecured Claims (the "Committee"), and counsel to the Debtor's Senior Lenders ("Senior Lenders");
- B. Unless the Debtor receives notice in writing from the Committee and/or the Senior Lenders within five (5) business days of receipt by the Committee and the Senior Lenders of the Financing Agreement, the Debtors will proceed to enter into said Financing Agreement.

And it is further ORDERED that any future financing agreements entered into by the Debtors and EXPRESS pursuant to the procedure outlined above will be subject to the same requirements of this Order in that in the event the Debtor defaults under the terms of any future financing agreement, EXPRESS may, in accordance with the terms of the financing agreement, and without further order of the court, cancel the policies listed in the Financing Agreement or any amendment thereto, and in the even that monies still remain due, such deficiency shall be recognized as a debt incurred in connection with the administration of the Debtor's estate.

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US Bankruptcy Judge