

ARTHUR J. ABRAMOWITZ, ESQUIRE
SHERMAN, SILVERSTEIN, KOHL, ROSE & PODOLSKY, P.A.
308 Harper Drive
Suite 200
Moorestown, NJ 08057
(856) 662-0700

Attorneys for the Debtor

In re:	:	UNITED STATES BANKRUPTCY COURT
	:	FOR THE DISTRICT OF NEW JERSEY
2424 ESSE, LLC,	:	
	:	CHAPTER 11
Debtor.	:	
	:	CASE NO. 16-34422-KCF
	:	
	:	Hearing Date:
	:	

**ORDER APPROVING COMMERCIAL INSURANCE PREMIUM FINANCE
AGREEMENT FOR GENERAL PROPERTY INSURANCE**

The relief set forth on the following pages, numbered two (2) through four (4) is hereby

ORDERED:

Page 2

Debtor: 2424 ESSE, LLC

Chapter 11

Order Approving Commercial Insurance Premium Finance Agreement For General Property Insurance

THIS MATTER having come before the Court upon Debtor's motion for Approval of a Commercial Insurance Premium Finance Agreement with First Insurance Funding ("FIF") for continuation of the Debtor's general property insurance coverage (the "Agreement"), and for good cause appearing to enter an Order granting the relief requested

IT IS HEREBY ORDERED:

1. That the Debtor is hereby authorized to enter into and to perform under the Agreement and to execute and deliver such documents and amendments to the Agreement otherwise not inconsistent with this Order that the Debtor and FIF may deem reasonably necessary or desirable to carry out the Agreement to the extent provided in the Bankruptcy Code.

2. That pursuant to Section 364(c) of the Bankruptcy Code and the terms of the Agreement, the Debtor is authorized to grant to FIF a first priority security interest (the "Lien") in the Policy including (but only to the extent permitted by applicable law) (i) all money that is or may become due under the Agreement because of a loss under the Policy that reduces unearned premiums (subject to the interest of any applicable mortgagee or loss payee); (ii) any return of premiums or unearned premiums under the Policy and (iii) any dividends that may become due the Debtor in connection with the Policy.

3. That National Railroad Passenger Corporation ("Amtrak") is authorized, but not obligated, to pay premiums due under the Agreement but the Court has not made any decision or determination as to the source of funds for Amtrak's payment of premiums and, further, the

Page 2

Debtor: 2424 ESSE, LLC

Chapter 11

Order Approving Commercial Insurance Premium Finance Agreement For General Property Insurance

respective positions of the Debtor, Shore Community Bank and Amtrak as to right of Amtrak to apply its rent to pay premiums are hereby reserved.

4. That the Debtor is hereby authorized to enter into Additional Agreements in the future with FIF without further court order under the following terms:

A. The Debtor will serve notice and a copy of any Additional Agreement upon: (i) counsel to the Debtor's secured lenders; (ii) counsel to Amtrak; (iii) the United States Trustee; and (iv) all parties that have requested notice under Fed. R. Bankr. P. 2002 (collective, the "Notice Parties").

B. Unless one of the Notice Parties files an objection with the Court and serves said objection upon the Debtor within the time set by this Court, the Debtor may proceed to enter into said Additional Agreement.

C. If a Notice Party timely files and serves an objection, the Court will schedule a hearing to consider approval of the Additional Agreement.

D. If the Debtor defaults under the terms of any Additional Agreement, FIF may, in accordance with the terms of the Additional Agreement, and without further order of the Court cancel the policies listed in the Additional Agreement or any amendment thereto, and if monies still remain due, such deficiency shall be recognized as a debt incurred in connection with administration of the Debtor's estate.

5. That any future financing agreements entered into by the Debtor and FIF, pursuant to the procedure outlined above, will be subject to the same requirements of this Order.

Page 2

Debtor: 2424 ESSE, LLC

Chapter 11

Order Approving Commercial Insurance Premium Finance Agreement For General Property Insurance

6. That if there is a cancellation of the Policy as that term is defined in the Motion, any refund shall be remitted by FIF to Amtrak but, if the refund is remitted by FIF to the Debtor and/or the Debtor's principal, Tammy Alvarez-Olmeda, the Debtor and/or Ms. Alvarez-Olmeda shall be promptly remit the refund to Amtrak.