

DAVID A. KASEN, ESQUIRE  
KASEN & KASEN  
Society Hill Office Park  
Suite 3  
1874 E. Marlton Pike  
Cherry Hill, NJ 08003  
Telephone (856) 424-4144  
Fax (856) 424-7565  
Attorneys for Debtor  
ID# DK1778

---

UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF NEW JERSEY

In the Matter of:	:	Chapter 11
	:	
ROBERT T. WINZINGER, INC.,	:	Case No. 17-25972/KCF
	:	
Debtor.	:	Hearing Date: 12/5/17 at 10:00 a.m.
	:	
	:	

---

MOTION FOR APPROVAL OF COMMERCIAL INSURANCE  
PREMIUM FINANCE AND SECURITY AGREEMENT

Now comes Robert T. Winzinger, Inc., (“Debtor”) Debtor and Debtor-in-Possession herein, by and through its attorneys, makes its Motion for Approval of Commercial Insurance Premium Finance and Security Agreement (“Loan Agreement”), and in support thereof, states as follows:

1. On August 7, 2017, the Debtor filed its voluntary petition for relief under Chapter 11 of the Bankruptcy Code.
2. The Debtor is a New Jersey Corporation that is operating its business and managing its financial affairs as a Debtor-in-Possession. No trustee, examiner or committee of unsecured creditors has been appointed to serve in this reorganization case.
3. The Debtor is operating its business and has its principal place of business located at 1704 Marne Highway, Hainesport, New Jersey 08036. The Debtor is a

recycling company that recycles construction debris and creates crushed concrete and mulch for retail sales.

4. The Debtor currently employs approximately 11 people while operating its business in the normal course.

5. The Debtor believes it necessary to maintain adequate insurance coverage, among which includes general liability insurance, the business auto policy, an umbrella policy and a workers' compensation policy.

6. The Debtor and a non-debtor entity, Winzinger, Inc. that is a construction company, are prepared as joint borrowers to execute a loan agreement with BankDirect Capital Finance, a division of Texas Capital Bank ("BankDirect") for the financing of the Debtor's and Winzinger, Inc.'s insurance coverage upon Court approval. A copy of the Loan Agreement is attached hereto as Exhibit A.

7. Pursuant to the Loan Agreement, BankDirect will provide the financing to the Debtor and Winzinger, Inc. for the purchase of various insurance policies, providing, among other things, general liability coverage, a business auto policy, an umbrella policy and workers' compensation policy. All of these coverages are essential for the operation of the Debtor's business. Under the Loan Agreement, the amount financed is \$829,334.10. By virtue of the Loan Agreement, the Debtor and Winzinger, Inc. will become obligated to pay to BankDirect the sum of \$851,568.62, including finance charges, in seven monthly installments of \$121,652.62 each. The first payment under the Loan Agreement was due on October 30, 2017, and the subsequent payments are due on or about the 30<sup>th</sup> day of each succeeding month. As collateral to secure the repayment of the indebtedness under the Loan Agreement, Debtor is granting BankDirect a security interest in, among other things, the unearned premiums of the Policies. The Loan

Agreement provides that the law of Illinois governs the transaction.

8. Pursuant to the terms of the Loan Agreement, Debtor is appointing BankDirect as its attorney-in-fact with the irrevocable power to cancel the policies and collect the unearned premium in the event that the Debtor is in default in its obligations under the Loan Agreement.

9. The Debtor believes that the terms of the Loan Agreement are commercially fair and reasonable. Without the insurance, the Debtor would be forced to cease its operations.

10. The Debtor and BankDirect have reached an agreement that the adequate protection appropriate for this situation would be as follows:

- a. Debtor and/or Winzinger, Inc., a non-debtor affiliate, be authorized and directed to timely make all payments due under the Loan Agreement and BankDirect be authorized to receive and apply such payments to the indebtedness owed by Debtor and Winzinger, Inc. to BankDirect as provided in the Loan Agreement.
- b. If Debtor and/or Winzinger, Inc. does not timely make any of the payments due under the Loan Agreement as they become due, the automatic stay shall automatically lift to enable BankDirect and/or third parties, including insurance companies providing the coverage under the Policies, to take all steps necessary and appropriate to cancel the Policies, collect the collateral and apply such collateral to the indebtedness owed to BankDirect by the Debtor. In exercising such rights, BankDirect and/or third parties shall comply with the notice and other relevant provisions of the Loan Agreement.

WHEREFORE, Debtor, Robert T. Winzinger, Inc., requests the entry of an Order authorizing it to enter into the Loan Agreement with BankDirect and the Debtor and Winzinger, Inc. and BankDirect be authorized and directed to take all actions necessary or appropriate to affect said agreement and for such other and further relief as each party may show itself justly entitled to receive.

KASEN & KASEN  
Attorneys for Robert T. Winzinger,  
Inc., Debtor

BY: /s/ David A. Kasen  
DAVID A. KASEN, ESQUIRE

Dated: November 8, 2017