

MANDELBAUM SALSBURG P.C.
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Proposed Counsel to the Debtors and
Debtors in Possession

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

<p>In re:</p> <p>USI Services Group, Inc. Ultimate Services Inc. Strike Force Protective Services, Inc. Strike Force of New Jersey, Inc. Initial Protective Services Inc. USI Landscape and Design, Inc. Summit Staffing Solutions Inc.</p> <p style="text-align: right;">Debtors.</p>	<p>Chapter 11</p> <p>Case No. 18-10153 (JKS) Case No. 18-10154 (JKS) Case No. 18-10156 (JKS) Case No. 18-10158 (JKS) Case No. 18-10159 (JKS) Case No. 18-10160 (JKS) Case No. 18-10162 (JKS)</p> <p>(Jointly Administered)</p> <p>HEARING DATE: TBD</p>
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**NOTICE OF MOTION TO OBTAIN
INSURANCE FINANCING PURSUANT TO 11
U. S. C. § 364**

TO: SERVICE LIST

PLEASE TAKE NOTICE that on a date and time to be set by the Court pursuant to an order shortening time and limiting notice, Mandelbaum Salsburg P.C., attorneys for the Debtors, shall move before the Honorable John K. Sherwood, U.S.B.J., at the United States Bankruptcy Court, 50 Walnut Street, Newark, New Jersey 07102 for an Order pursuant to 11 U. S. C. § 364 authorizing the debtors to obtain insurance financing from FIRST Insurance Funding, a Division of Lake Forest Bank & Trust Company, N.A.

A proposed form of order is also submitted with the moving papers.

PLEASE TAKE FURTHER NOTICE that Debtors requests oral argument.

DATED: February 15, 2018

MANDELBAUM SALSBURG P.C.

/s/ Stuart Gold

By: _____

Stuart Gold

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UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

In re:	Chapter 11
USI Services Group, Inc.	Case No. 18-10153 (JKS)
Ultimate Services Inc.	Case No. 18-10154 (JKS)
Strike Force Protective Services, Inc.	Case No. 18-10156 (JKS)
Strike Force of New Jersey, Inc.	Case No. 18-10158 (JKS)
Initial Protective Services Inc.	Case No. 18-10159 (JKS)
USI Landscape and Design, Inc.	Case No. 18-10160 (JKS)
Summit Staffing Solutions Inc.	Case No. 18-10162 (JKS)
Debtors.	(Joint Administration Requested)

**MOTION OF DEBTOR FOR AUTHORITY TO ENTER INTO INSURANCE PREMIUM
FINANCE AGREEMENT AND TO PROVIDE ADEQUATE PROTECTION**

The debtors and debtors-in-possession in the above-captioned cases (collectively, the “Debtors”) hereby move this Court by and through their Attorneys, make their Motion for Authority to Enter into Insurance Premium Finance Agreement and to Provide Adequate Protection, and in support thereof, states as follows:

1. On January 3, 2018, the Debtor filed is voluntary petition for relief under Chapter 11 of the Bankruptcy Code.

2. The Debtors are New Jersey corporations and are operating their businesses and managing their financial affairs as Debtors-in-Possession. No Trustee, examiner or committee of unsecured creditors has been appointed to serve in this reorganization case.

3. The Debtors are operating from their facilities in Union, New Jersey. The Debtors provides janitorial, security, landscaping and snow removal.

4. The Debtors currently employ approximately 2,200 people while operating their business in the normal course.

5. To the extent the Debtors provide janitorial, security, landscaping and snow removal it is necessary to maintain adequate insurance coverage, among which, includes commercial, general liability and excess liability insurance coverage.

6. The Debtors have two existing accounts with FIRST Insurance Funding, a Division of Lake Forest Bank & Trust Company, N.A. ("FIRST"), for its umbrella, liability, general liability, and employment practices insurance coverage that was financed prior to the filing of the petition (Account numbers 900-6031587 & 900-5514815). As of February 12, 2018, the Debtors owed eight (8) additional payments of \$4,001.75 for a total due on Account number 900-6031587 of \$32,014.00. The remaining eight payments are due and owing monthly, with the next payment due on February 25, 2018. Similarly, as of February 12, 2018, the Debtors owed three (3) additional payments of \$34,465.34 for a total due on Account number 900-5514815 of \$103,396.02. The remaining three payments are due and owing monthly, with the next payment due on February 22, 2018. While payment of insurance obligations are an ordinary course of business payment authorized by the Bankruptcy Code, out of the abundance of caution, the Debtors are seeking approval of the remaining financed payments with FIRST for the insurance coverage in accordance with the agreements entered into pre-petition.

7. In addition, the Debtors are prepared to execute a Commercial Premium Finance Agreement (“Premium Finance Agreement”) with FIRST for the financing of the Debtors’ insurance policies (“the Policies”) upon court approval. A true and correct copy of the Premium Finance Agreement is attached hereto as Exhibit A.

8. Pursuant to the Premium Finance Agreement, FIRST will provide financing to the Debtors for the purchase of the Policies which are essential for the operation of Debtors’ business. Under the Premium Finance Agreement, the total premium amount is \$449,100.00 and the total amount to be financed is \$336,262.50. Under the Premium Finance Agreement, Debtors will become obligated to pay FIRST the sum of \$343,938.60 in addition to the down payment that has already been paid on the amount of \$112,837.50 and the balance in ten (10) monthly installments of \$34,393.86 each. The installment payments are due on the 9th day of each month commencing on March 9, 2018. As collateral to secure the repayment of the total of payments, any late charges, attorney’s fees and costs (Indebtedness) under the Premium Finance Agreement, Debtors are granting FIRST a security interest in, among other things, the unearned premiums of the Policies. The Premium Finance Agreement provides that the law of New Jersey governs the transaction.

9. Pursuant to the terms of the Premium Finance Agreement, Debtors are appointing FIRST as its attorney-in-fact with the irrevocable power to cancel the policies and collect the unearned premium in the event Debtor is in default of its obligations under the Premium Finance Agreement.

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

- a) Debtors be authorized and directed to timely make all payments due under the Premium Finance Agreements and FIRST be authorized to receive and apply

such payments to Indebtedness owed by Debtor to FIRST as provided in the Premium Finance Agreements.

b) If Debtor does not make any of the payments due under the Premium Finance Agreements as they become due, the automatic stay shall automatically lift to enable FIRST 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 Indebtedness owed to FIRST by Debtor. In exercising such rights, FIRST and/or third parties shall comply with the notice and other relevant provisions of the Premium Finance Agreement.

11. Debtors believe that the terms of the Premium Finance Agreement are commercially fair and reasonable including the granting of a lien on the Policies to FIRST. Debtors are required to maintain adequate insurance coverage and without it, would be forced to cease operation. Debtors have been unable to obtain unsecured credit to fund the Policies.

12. The relief requested by this Motion is warranted and appropriate under the circumstances. Debtor submits that authorization of the Premium Finance Agreement will ensure that Debtor can continue necessary operations, and will not prejudice the legitimate interest of the creditors and other parties in interest, including Debtor's secured creditors.

WHEREFORE, the Debtors respectfully request that this Court enter an Order authorizing them to enter into the Premium Finance Agreement with FIRST, and the Debtor and FIRST be authorized and directed to take all actions necessary or appropriate to affect said agreement and for such other and granting such other further relief as is just and proper.

DATED: February 15, 2018

MANDELBAUM SALSBURG P.C.

/s/ Stuart Gold

By: _____
Stuart Gold

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*Proposed Counsel to the Debtors and
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VERIFICATION

1. I am the president of each of the debtors and debtors-in-possession
2. I have read the foregoing motion and state that factual statement there are true and correct based upon on my own personal knowledge or upon information provided to me by the employees of the Debtors to me.

I declare under the penalty of perjury that the foregoing is true and correct.

/s/ Frederick G. Goldring

FREDERICK G. GOLDRING

DATED: February 9, 2018

EXHIBIT A

LENDER:

450 Skokie Blvd, Ste 1000

**COMMERCIAL
PREMIUM FINANCE AGREEMENT**

FIRST INSURANCE[®]
FUNDING
A WINTRUST COMPANY

Northbrook, IL 60062-7917
P:(800) 837-2511 F:(800) 837-3709
www.firstinsurancefunding.com

Quote #: 13373576

<p>INSURED/BORROWER (Name and Address as shown on Policy) NDIP Strike Force of New Jersey Inc. 51 Progress St Union, NJ 07083</p>	<p>Customer ID: N/A</p>	<p>AGENT or BROKER (Name and Business Address) CONOVER BEYER INC 2600 HIGHWAY 35 MANASQUAN, NJ 08736</p>
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LOAN DISCLOSURE

Total Premiums, Taxes and Fees	Cash Down Payment	Unpaid Premium Balance	Documentary Stamp Tax (only applicable in Florida)	Amount Financed (amount of credit provided on your behalf)	FINANCE CHARGE (dollar amount the credit will cost you)	Total of Payments (amount paid after making all scheduled payments)	ANNUAL PERCENTAGE RATE (cost of credit as a yearly rate)
449,100.00	112,837.50	336,262.50	0.00	336,262.50	7,676.10	343,938.60	4.950 %

YOUR PAYMENT SCHEDULE WILL BE: Mail Payments to: **FIRST Insurance Funding, PO Box 7000, Carol Stream, IL 60197-7000**

Number of Payments	Amount of Each Payment	First Installment Due	03/09/2018
10	34,393.86	Installment Due Dates	9th (Monthly)

SECURITY INTEREST. INSURED/BORROWER ("Insured") grants and assigns FIRST Insurance Funding, A Division of Lake Forest Bank & Trust Company, N.A. ("LENDER") a security interest in the financed policies and any additional premiums required under the financed policies, including (but only to the extent permitted by applicable law) all return premiums, dividend payments, and loss payments which reduce unearned premium, subject to any mortgagee or loss payee interest. If any circumstances exist in which premiums related to any financed policy could become fully earned in the event of loss, LENDER shall be named a loss-payee with respect to such policy.

FINANCE CHARGE. The finance charge begins accruing on the earliest effective date of the policies listed in the Schedule of Policies. The finance charge may include a nonrefundable service charge equal to the maximum amount permitted by law. The finance charge is computed using a 365-day calendar year.

LATE PAYMENT. A late charge will be assessed on any installment at least 5 days in default (7 days in VA; 10 days in MA & TX; or later date as required by law.). This late charge will equal 5% of the delinquent installment or the maximum late charge permitted by law, whichever is less (greater of \$10 or 5% in FL; greater of \$25 or 1.5% in NJ; \$5 maximum in DE, MT and ND; \$100 maximum in MD; 5% in VA).

PREPAYMENT. Insured is entitled to a refund of the unearned finance charge if the loan is prepaid in full. The refund shall be computed according to applicable law.

SCHEDULE OF POLICIES

Policy Number	Full Name of Insurance Company and Name of General Agent or Company Office to Which Premium is Paid	Coverage	Policy Term	Effective Date	Premiums, Taxes and Fees
GL00960340	C01400-WILSHIRE INSURANCE COMPANY G00025-CRC INSURANCE SERVICES [ME:25.000 %, CX:0] [AU, PR]	GL	12	02/09/2018	288,000.00 ERN TXS/FEES 250.00 FIN TXS/FEES 14,400.00
EXC30000056	C02690-ENDURANCE AMERICAN INS CO G00025-CRC INSURANCE SERVICES [ME:25.000 %, CX:0] [PR]	EXLB	12	02/09/2018	135,000.00 ERN TXS/FEES 250.00 FIN TXS/FEES 850.00
(Policies continued on next page.)				TOTAL	449,100.00

Q# 13373576, PRN: 020618, CFG: 0Internal - No Restrictions, RT: 0Internal - Base, DD: 0, BM: Invoice, Qtd For: A01844 Original, Memo 1

INSURED'S AGREEMENT:

1. In consideration of the premium payment by LENDER to the insurance companies listed in the Schedule of Policies, their representative or the Agent or Broker listed above, Insured promises to pay, to the order of LENDER, the Total of Payments subject to all of the provisions of this Agreement.

2. **POWER OF ATTORNEY.** INSURED IRREVOCABLY APPOINTS LENDER AS ITS "ATTORNEY-IN-FACT" with full power of substitution and full authority, in the event of default under this Agreement, to (i) cancel the financed policies in accordance with the provisions contained herein, (ii) receive all sums assigned to LENDER, and (iii) execute and deliver on behalf of Insured all documents relating to the insurance policies listed on the Schedule of Policies ("Financed Policies") in furtherance of this Agreement (clauses (ii) and (iii) are not applicable in Florida). This right to cancel will terminate only after Insured's indebtedness under this Agreement is paid in full.

3. **SIGNATURE & ACKNOWLEDGEMENT.** Insured has signed and received a copy of this Agreement. If Insured is not an individual, the undersigned is authorized to sign this Agreement on behalf of Insured. All named Insured(s), jointly and severally if more than one, agree to all provisions set forth in this Agreement. **Insured acknowledges and understands that entry into this financing arrangement is not required as a condition for obtaining insurance coverage.**

NOTICE TO INSURED: (1) Do not sign this Agreement before you read both pages of it, or if it contains any blank space. (2) You are entitled to a completely filled-in copy of this Agreement. (3) Under the law, you have the right to pay off in advance the full amount due and under certain conditions to receive a partial refund of the finance charge. (4) Keep a copy of this Agreement to protect your legal rights. (5) See last page of Agreement for your consent to electronic statement and notice delivery.

4. **EFFECTIVE DATE.** This Agreement will not become effective until it is accepted in writing by LENDER.

Signature of Insured or Authorized Agent

Date

Signature of Agent

Date

FEIN or SSN XX-XXX7119

The undersigned hereby warrants and agrees to the Agent or Broker Representations and Warranties set forth herein.

Insured: NDIP Strike Force of New J

ADDITIONAL PROVISIONS OF PREMIUM FINANCE AGREEMENT

Quote #: 13373576

- 5. DEFAULT/CANCELLATION.** Insured is in default under this Agreement if (a) a payment is not received by LENDER when it is due, (b) a proceeding in bankruptcy, receivership, insolvency or similar proceeding is instituted by or against Insured, or (c) Insured fails to comply with any of the terms of this Agreement; provided, however, when required by law, Insured may be deemed in default only under clause (a) above. Clauses (b) and (c) are not applicable in FL, MD, NV, NC or VA. At any time after default, LENDER can demand and has the right to receive immediate payment of the total unpaid amount due under this Agreement even if LENDER has not received any refund of unearned premium. If Insured is in default, LENDER has no further obligation under this Agreement to pay premiums on Insured's behalf, and LENDER may pursue any of the remedies provided in this Agreement or by law. If a default by Insured results in cancellation of the Financed Policies, Insured agrees to pay a cancellation charge where allowed by law (not permitted in AK, FL, KS, KY, NV, NY, NC, PA, SC, TX or VA). If cancellation or default occurs, Insured agrees to pay LENDER interest on the balance due at the contract rate or at the maximum lawful rate, whichever is less, until the balance is paid in full or until such other date as provided by law.
- 6. LIMITATION OF LIABILITY.** Insured understands and agrees that LENDER or its assignee is not liable for any losses or damages to Insured or any person or entity upon the exercise of LENDER's right of cancellation, except in the event of willful or intentional misconduct by LENDER, except in KY.
- 7. RETURNED CHECK CHARGE.** If Insured's check is dishonored for any reason and if permitted by law, Insured will pay LENDER a returned check charge equal to the maximum fee permitted by law (\$0 in KY; \$15 in FL & NV; \$20 in VA; maximum of \$25 in MD).
- 8. REINSTATEMENT.** Once a Notice of Cancellation has been sent to any insurance company, LENDER has no duty to ask that the Financed Policy be reinstated, even if LENDER later receives a payment from Insured. If LENDER requests reinstatement, such request does not guarantee coverage will be reinstated by the insurance company. Payments that LENDER receives after sending a Notice of Cancellation may be applied to Insured's account without changing any of LENDER's rights under this Agreement.
- 9. LENDER'S RIGHTS AFTER THE POLICIES ARE CANCELLED.** After any Financed Policy is cancelled by any party or if a credit is otherwise generated, LENDER has the right to receive all unearned premiums and other funds assigned to LENDER as security herein and to apply them to Insured's unpaid balance under this Agreement or any other agreement between Insured and LENDER (in VA, only to this Agreement). Receipt of unearned premiums does not constitute payment of installments to LENDER, in full or in part. Any amounts received by LENDER after cancellation will be credited to the balance due with any excess paid to Insured; the minimum refund is the greater of \$1.00 or the minimum amount allowed by law (no minimum in VA). Any deficiency shall be immediately paid by Insured to LENDER. Insured agrees that insurance companies may rely exclusively on LENDER's representations about the financed policies.
- 10. ASSIGNMENT.** Insured may not assign any Financed Policy or this Agreement without LENDER's prior written consent. LENDER may transfer its rights under this Agreement without the consent of Insured.
- 11. AGENT OR BROKER.** Insured agrees that the Agent or Broker issuing the policies or through whom the policies were issued is not the agent of LENDER, except for any action taken on behalf of LENDER with the express authority of LENDER, and LENDER is not bound by anything the Agent or Broker represents to Insured, orally or in writing, that is not contained in this Agreement. Where permissible by law, LENDER may pay some portion of the finance charge or other form of compensation to the Agent or Broker executing this Agreement for aiding in the administration of this Agreement, and in NY the Agent or Broker may assess a fee to Insured for obtaining and servicing the Financed Policies pursuant to NY CLS Ins § 2119. Any questions regarding this payment should be directed to the Agent or Broker.
- 12. COLLECTION COSTS.** Insured agrees to pay reasonable attorney fees, court costs, and other collection costs to LENDER to the extent permitted by law if this Agreement is referred to an attorney or collection agent who is not a salaried employee of LENDER to collect money that Insured owes.
- 13. GOVERNING LAW.** This Agreement is governed by and interpreted under the laws of the state where Insured resides, except for conflict of laws principles thereof. If any court finds any part of this Agreement to be invalid, such finding shall not affect the remaining provisions of this Agreement.
- 14. WARRANTY OF ACCURACY.** Insured represents and warrants that to the best of its knowledge (i) the Financed Policies are in full force and effect and that Insured has not and will not assign any interest in the policies except for the interest of mortgagees and loss payees, (ii) that none of the Financed Policies are for personal, family or household purposes, (iii) the Cash Down Payment and any past due payments have been paid in full to the Agent or Broker in cash or other immediately available funds, (iv) all information provided herein or in connection with this Agreement is true, correct, complete and not misleading, (v) Insured is not insolvent nor presently involved in any insolvency proceeding, (vi) Insured has no indebtedness to the insurers issuing the Financed Policies, and (vii) there is no provision in the Financed Policies that would require LENDER to notify or obtain consent from any other party to effect cancellation of such policies.
- 15. ADDITIONAL PREMIUMS.** Insured agrees to fully and timely comply with all audits and pay to the insurance company any additional amount due in connection with the Financed Policies. The Amount Financed shall be applied to the Financed Policies' premium amounts and Insured shall be responsible for any additional premiums or other sums. Insured, or Agent/Broker, may request that LENDER finance additional policies and/or additional premium during the term of this Agreement, and if LENDER agrees, this Agreement shall be deemed amended accordingly. Should LENDER assign an account number to further extensions of credit, then a) this Agreement and loan documents identified by the assigned account number(s) shall be deemed to comprise a single and indivisible loan transaction, b) Insured shall irrevocably appoint LENDER as its attorney in fact in connection with additional amount financed, c) default under any component of the transaction shall constitute a default under the entire transaction, and d) unearned premium relating to any component of the transaction may be collected and applied to the entire loan transaction balance.
- 16. CORRECTIONS.** LENDER may insert the names of the insurance companies and policy numbers, if this information is not known at the time Insured signs this Agreement. LENDER is authorized to correct patent errors or omissions in this Agreement (not applicable in KY or VA).
- 17. NON-WAIVER.** Not Applicable.
- 18. THIRD PARTY FEE.** Not Applicable.
- 19. ELECTRONIC STATEMENT AND NOTICE DELIVERY.** By executing this Agreement, Insured agrees to receive all billing statements, notices, and other communications via electronic delivery in PDF format as permitted by applicable law. It is Insured's responsibility to provide LENDER with true, accurate, and complete e-mail and contact information related to this Agreement and to maintain and update promptly any changes to this information. If Insured wishes to (i) opt out of electronic statement and notice delivery, or (ii) update contact information, Insured can log into Insured's account on www.firstinsurancefunding.com or call (800) 837-2511.

Federal law requires all financial institutions to obtain, verify and record information that identifies each person or entity that is granted a loan. LENDER will require such information as LENDER deems reasonably necessary for proper identification, such as your name, street address, FEIN, SSN or date of birth. LENDER will use this information only to process this Agreement and will not share this information with outside parties except to the extent necessary to complete this transaction.

AGENT OR BROKER REPRESENTATIONS AND WARRANTIES

Unless previously disclosed in writing to LENDER or specified in the Schedule of Policies, the Agent or Broker executing this Agreement expressly represents, warrants, and agrees as follows: (1) Insured has received a copy of this Agreement and has authorized this transaction, Insured's signature is genuine, and the cash down payment has been received from Insured, (2) the information contained in the Schedule of Policies including the premium amount is correct and accurately reflects the necessary coverage, (3) the policies listed in the Schedule of Policies (a) are in full force and effect, (b) are cancellable by Insured or LENDER (or its successors or assigns), (c) will generate unearned premiums which will be computed on the standard short rate or pro rata basis, and (d) do not contain any provisions which affect the standard short rate or pro rata premium computation, including but not limited to direct company bill, audit, reporting form, retrospective rating, or minimum or fully earned premium, (4) the Agent or Broker is either the insurer's authorized policy issuing agent or the broker placing the coverage directly with the insurer, except where the name of the Issuing Agent or General Agent is listed in the Schedule of Policies, (5) to the best of the Agent or Broker's knowledge, there are no bankruptcy, receivership, or insolvency proceedings affecting Insured, (6) Agent or Broker will hold harmless and indemnify LENDER and its successors and assigns against any loss or expense (including attorney's fees, court costs, and other costs) incurred by LENDER and resulting from Agent or Broker's violations of these Representations and Warranties or from Agent or Broker's errors, omissions, or inaccuracies in preparing this Agreement, (7) Agent or Broker will (a) hold in trust for LENDER any payments made or credited to Insured through or to Agent or Broker by the insurance companies or LENDER, and (b) pay these monies and the unearned commissions to LENDER upon demand to satisfy the outstanding indebtedness under this Agreement, and (8) to fully and timely assist with all payroll audits.

California Borrowers: **FOR INFORMATION CONTACT THE DEPARTMENT OF FINANCIAL INSTITUTIONS, STATE OF CALIFORNIA**

SCHEDULE OF POLICIES

Insured: NDIP Strike Force of New J
 Quote #: 13373576

Policy Number	Full Name of Insurance Company and Name of General Agent or Company Office to Which Premium is Paid	Coverage	Policy Term	Effective Date	Premiums, Taxes and Fees
tbd	C02690-ENDURANCE AMERICAN INS CO G00025-CRC INSURANCE SERVICES [ME:25.000 %, CX:0] [AU, 90%PR]	EXLB	12	02/09/2018	10,000.00
				ERN TXS/FEES	250.00
				FIN TXS/FEES	100.00

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Proposed Counsel to the Debtors and
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UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

In re:

USI Services Group, Inc.
Ultimate Services Inc.
Strike Force Protective Services, Inc.
Strike Force of New Jersey, Inc.
Initial Protective Services Inc.
USI Landscape and Design, Inc.
Summit Staffing Solutions Inc.

Debtors.

Chapter 11

Case No. 18-10153 (JKS)

Case No. 18-10154 (JKS)

Case No. 18-10156 (JKS)

Case No. 18-10158 (JKS)

Case No. 18-10159 (JKS)

Case No. 18-10160 (JKS)

Case No. 18-10162 (JKS)

(Joint Administration Requested)

**ORDER AUTHORIZING DEBTOR TO ENTER INTO INSURANCE PREMIUM
FINANCE AGREEMENT AND TO PROVIDE ADEQUATE PROTECTION**

The relief set forth on the following pages, numbered two (2) through three (3), is hereby
ORDERED.

Page 2 of 3
Debtors: USI Services Group, Inc., et al.
Case No.: 18- 10153 (JKS)
Caption: Order Authorizing Debtor To Enter Into Insurance Premium Finance Agreeemnt
And to Provide Adequate Protection

ON THIS DAY, came on for the consideration the Motion of USI Services Group, Inc., et al. (“Debtor”) for Authority to Enter into Insurance Premium Finance Agreement and to Provide Adequate Protection (“Motion”) through which Debtor seeks the Court’s approval of the agreement and to provide adequate protection of the interest of FIRST Insurance Funding, a Division of Lake Forest Bank & Trust Company, N.A. (“FIRST”) in the bankruptcy case and, it appearing to the Court that the operative facts as stipulated by the parties, are those appearing in Motion, it is hereby ORDERED THAT:

1. The Motion is granted.
2. Debtors are authorized and directed to:
 - a) enter into the premium finance agreement attached to the Motion as exhibit “A” (the “Premium Finance Agreement”);
 - b) grant FIRST or its successor or assigns a first priority lien on and security interest in unearned premiums as described in the Premium Finance Agreement; and
 - c) timely make all payments due under the Premium Finance Agreement. FIRST is authorized to receive and apply such payments to the Indebtedness (as defined in the Motion) owed by Debtors to FIRST as provided in the Premium Finance Agreement.
 - d) Continue with the commercial umbrella, liability, general liability, and employment practices insurance coverage that was previously financed and the installments remaining under those Agreements, and FIRST is authorized to receive and apply such payments to the Indebtedness owed by Debtors to FIRST as provided in the Premium Finance Agreement.

Page 3 of 3
Debtors: USI Services Group, Inc., et al.
Case No.: 18- 10153 (JKS)
Caption: Order Authorizing Debtor To Enter Into Insurance Premium Finance Agreeemnt
And to Provide Adequate Protection

3. Without limitation, the liens, security interest and rights in unearned premiums granted under the Premium Finance Agreement are senior to the lien of any DIP Lender in this Case and are senior to any claims under 11 U.S.C. §§ 503, 506(c) or 507(b).

4. If additional premiums become due to insurance companies under the policies finance under the Premium Finance Agreements, Debtor and FIRST or its successor or assigns are authorized to modify the Premium Finance Agreement as necessary to pay the additional premiums without the necessity of further hearing or order of this Court.

5. In the event Debtor does not make any of the payments under this Agreement or either of the Premium Finance Agreements as they become due, the automatic stay shall automatically lift to enable FIRST and/or third parties, including insurance companies providing the protection 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 FIRST by Debtor.

6. FIRST, or any third party, including insurance companies providing the coverage under the Policies, exercising such rights shall comply with the notice provisions and other provisions of the Premium Finance Agreement.

7. The Premium Finance Agreement and the liens and security interests in the unearned premiums granted pursuant hereto shall continue in full force and effect and Indebtedness due under the Premium Finance Agreement shall remain due and owing notwithstanding: (i) the dismissal or closure of this Case, (ii) the discharge of Debtor, or (iii) the confirmation of a plan of reorganization.