

**UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

---

In re:

W.E. YODER, INC.,

Debtor.

---

:  
:  
:  
:  
:  
:  
:  
:  
:

CHAPTER 11

Case No. 14-19893(REF)

**ORDER APPROVING DEBTOR’S MOTION FOR AUTHORITY TO ENTER INTO  
COMMERCIAL INSURANCE PREMIUM FINANCE AND SECURITY AGREEMENT**

AND NOW, upon consideration of Debtor’s Motion for Authority to Enter into Commercial Insurance Premium Finance and Security Agreement (the “Motion”) through which the Debtor seeks the Court’s approval of the Agreement (as defined in the Motion) and to provide adequate protection of the interests of Prime Rate Premium Finance Corporation, Inc. (“Prime Rate”) in this bankruptcy case and, sufficient cause appearing therefore, it is

ORDERED and DECREED that the Motion is Approved pursuant to 11 U.S.C. Section 364(c)(2); and it is further

ORDERED and DECREED that the Agreement to provide Prime Rate with adequate protection of its interest is hereby approved; and it is further

ORDERED and DECREED that under the terms of the Agreement, Prime Rate is hereby granted a first and only priority security interest in (i) any and all unearned premiums and dividends which may become payable under the Policies (as defined in the Motion) for whatever

reason and (ii) loss payments which reduce the unearned premiums, subject to any mortgagee or loss payee interests; and it is further

ORDERED and DECREED that the Debtor is authorized and directed to make all payments due under the Agreement and Prime Rate is authorized to receive and apply such payments to the indebtedness owed by the Debtor to Prime Rate as provided in the Agreement; and it is further

ORDERED an DECREED that if the Debtor does not make any of the payments under the Agreement as they become due, the automatic stay shall automatically lift to enable Prime Rate and/or third parties, including the insurance companies providing the Business Insurance Coverage (as defined in the Motion), to take all steps necessary and appropriate to cancel the Policies (as defined in the Motion), collect the collateral and apply such collateral to the indebtedness owed to Prime Rate by the Debtor; and it is further

ORDERED and DECREED that Prime Rate, or any third party exercising such rights, shall comply with the notice provisions and other provisions of the Agreement.

**Date: November 4, 2016**

A handwritten signature in black ink, appearing to read 'RME Fehling', with a stylized flourish at the end.

Richard E. Fehling,  
United States Bankruptcy Judge