

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

TAYLOR-WHARTON
INTERNATIONAL LLC¹, et al.,

Debtors.

Chapter 11

Case No. 09-14089 (BLS)
Jointly Administered

RE: Docket Item No. 155

**ORDER AUTHORIZING DEBTORS (I) ENTER INTO AND PERFORM UNDER
AN INSURANCE PREMIUM FINANCING AGREEMENT WITH
AON PREMIUM FINANCE, LLC, AND (II) GRANTING RELATED RELIEF**

Upon consideration of the motion (the "Motion")² of the above-captioned debtors and debtors in possession (collectively, the "Debtors"), for an order pursuant to section 364(c)(2) of title 11 of the United States Code (the "Bankruptcy Code") authorizing the Debtors to (i) enter into and perform under a certain insurance premium financing agreement with Aon Premium Finance, LLC ("Aon") called the Commercial Insurance Premium Finance and Security Agreement (the "Financing Agreement"), including paying all post-petition installment payments as such installment payments come due, and (ii) granting related relief, the Court finds that (a) it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; (b) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); (c) venue of these cases and the Motion are proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409; (d) notice of the Motion and the hearing was sufficient under the circumstances; and (e) upon the record herein, and after due deliberation, good and sufficient cause exists for the relief requested. Accordingly, it is hereby

¹ The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number are: Taylor-Wharton International LLC (1577); TWI-Holding LLC (8154); Taylor-Wharton Intermediate Holdings LLC (6890); Alpha One Inc. (1392); Beta Two Inc. (1408); Gamma Three Inc. (1367); Delta Four Inc. (1320); Epsilon Five Inc. (1344); TW Cryogenics LLC (1713); TW Cylinders LLC (1665); Sherwood Valve LLC (1781); American Welding & Tank LLC (1945); and TW Express LLC (6414). Each of the Debtors has a principal place of business at 4817 Old Gettysburg Road, Mechanicsburg, Pennsylvania 17055.

² Capitalized terms not defined herein shall have the meanings ascribed thereto in the Motion.

ORDERED, ADJUDGED AND DECREED as follows:

1. The Motion is GRANTED as set forth herein, and Debtors are granted authority to enter into and perform their obligations under the Financing Agreement as requested in the Motion.
2. Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.
3. The Debtors are authorized to (a) enter into the Financing Agreement with Aon Premium Finance, LLC ("Aon"), attached to the Motion as "Exhibit A"; (b) grant Aon, or its successor or assigns, a first priority lien on and security interest in unearned premiums as described in the Financing Agreement; and (c) pay Aon, or its successor or assigns, all sums due under the Financing Agreement.
4. Without limitation, the liens, security interests and rights in unearned premiums granted under the Financing Agreement are senior to the liens of any postpetition financing lenders, prepetition first lien lenders and prepetition second lien noteholders in these Cases and are senior to any claims under 11 U.S.C. §§ 503, 506(b) or 507(b).
5. If additional premiums become due to insurance companies under the Aon Financed Policies under the Financing Agreement, the Debtors and Aon, or its successors or assigns, are authorized to amend the Financing Agreement as necessary to pay the additional premiums without the necessity of further hearing or order of this Court.
6. In the event Aon or its successors or assigns fail to receive any payment due under the Financing Agreement within fifteen (15) days of the due date, the automatic stay provided by 11 U.S.C. § 362 shall thereupon be terminated without the necessity of a motion, further hearing or order of this Court to permit Aon or its successor or assigns to exercise its

rights and remedies under the Financing Agreement, including without limitation the rights to: (a) cancel the Aon Financed Policies, and (b) collect and apply unearned premiums payable under the Aon Financed Policies to the balance owed under the Financing Agreement.

7. If the collection and application of unearned premiums is insufficient to pay the balance owed under the Financing Agreement, Aon or its successor or assigns may, within 21 days after the collection and application of such unearned premiums, file a proof of claim for the unsatisfied amount of any indebtedness under the Financing Agreement notwithstanding the passage of any bar date for the filing of proofs of claim.

8. The rights of Aon or its successor or assigns under the Financing Agreement are fully preserved and protected and shall remain unimpaired by the Debtors' bankruptcy Cases, and shall remain in full force and effect, notwithstanding the subsequent conversion of these Cases to proceedings under Chapter 7 or any other provision of the United States Bankruptcy Code.

9. Nothing in the Motion or this Order, or the Debtors' payment of premium installment payments pursuant to this Order, shall be deemed or construed as: (a) an admission as to the validity of any claim against the Debtors; (b) a waiver of the Debtors' rights to dispute any claim; or (c) an approval or assumption of any executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code; provided that the Debtors (x) admit the validity of the Financing Agreement; (y) waive the right to dispute any payments made to Aon, or its successors or assigns, pursuant to the Financing Agreement; and (z) assume the Financing Agreement to the extent it is deemed to be an executory contract..

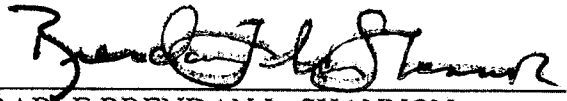
10. The Debtors' banks and financial institutions are authorized and directed to receive, process, honor and pay all postpetition checks and wire transfers issued for payments

approved by this Order and/or to reissue checks for any payments approved by this Order where checks may have been dishonored post-petition without any duty of further inquiry and without liability, provided that, sufficient funds are on deposit in the applicable accounts to cover such payments. Such banks and financial institutions are authorized and directed to rely on the representations of the Debtors as to which checks and wire transfers are issued or authorized to be paid pursuant to this Order.

11. To the extent applicable, the ten (10) day stay under Fed. R. Bankr. P. 6004(h) is hereby waived with respect to this Order and (ii) the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

12. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: January 28, 2010
Wilmington, Delaware


HONORABLE BRENDAN L. SHANNON
UNITED STATES BANKRUPTCY JUDGE