UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF LOUISIANA

In re	**:**	**Chapter 11 Case No.**
	:	**06-10179 (B)**
OCA, INC., *et al.*,	**:**	
	:	**Jointly Administered**
Debtors.	**:**	

ORDER ON MOTION FOR ORDER AUTHORIZING AND APPROVING DEBTOR-IN-POSSESSION ENTERING INTO INSURANCE PREMIUM FINANCE AGREEMENT

Upon motion of Jan M. Hayden, the Attorney for the Debtors, requesting authorization for the Debtors to enter into a Premium Finance Agreement ("Agreement") with AFCO Credit Corp. ("AFCO) [**P-1468**], which Agreement provides for the financing of the insurance premiums to be paid for the Debtors' insurance policies, no adverse interest being represented, proper notice having been given of a hearing to be held on August 23, 2006, no objections having been filed and it appearing that all legal requisites having been met and sufficient cause appearing;

IT IS ORDERED that, pursuant to Section 364(c)(2) of the Bankruptcy Code, the Debtors are hereby authorized to enter into the Agreement attached to the Ex Parte Motion;

IT IS FURTHER ORDERED that AFCO 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 financed insurance policies for whatever reason and

(ii) loss payments which reduce the unearned premiums, subject to any mortgagee or loss payee interests;

IT IS FURTHER ORDERED that the Debtors are hereby directed to pay AFCO all sums due pursuant to the Agreement;

IT IS FURTHER ORDERED that the full rights of AFCO pursuant to the Agreement and controlling state law be and the same hereby are fully preserved and protected and are and shall remain unimpaired by the pendency of the bankruptcy case or any subsequent conversion of this proceeding to a Chapter 7 or any subsequent appointment of a trustee;

IT IS FURTHER ORDERED that, in the event that the Debtors default upon any of the terms of the Agreement, AFCO may exercise such rights as it may otherwise have under state law, but for the pendency of this proceeding and, without the necessity of further application to this Court, cancel all insurance policies listed on the Agreement or any amendment thereto, and receive and apply all unearned insurance premiums to the account of the Debtor. In the event that, after such application of unearned premiums, any sums still remain due to AFCO pursuant to the Agreement, such deficiency shall be deemed an administrative expense of the estate.

New Orleans, Louisiana, August 23, 2006.

J. A. Brown

Jerry A. Brown
U.S. Bankruptcy Judge