

United States Court of Appeals  
FOR THE EIGHTH CIRCUIT

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No. 97-4260

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The Prudential Insurance Company  
of America; Pruco Life Insurance  
Company,

Appellees,

v.

Barry-Wehmiller Company,

Appellant.

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Appeal from the United States District  
Court for the Eastern District of  
Missouri.

[UNPUBLISHED]

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Submitted: May 15, 1998

Filed: May 29, 1998

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Before BEAM, LOKEN, and MURPHY, Circuit Judges.

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PER CURIAM.

Barry-Wehmiller Company appeals from the district court's<sup>1</sup> order granting summary judgment to The Prudential Insurance Company of America and Pruco Life Insurance Company (collectively, "Prudential"). Prudential loaned Barry-Wehmiller fifteen million dollars pursuant to an agreement that required Barry-Wehmiller to pay

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<sup>1</sup>The Honorable Jean C. Hamilton, Chief United States District Judge for the Eastern District of Missouri.

a "Yield-Maintenance Amount" if Barry-Wehmiller repaid the loan prior to its due date. When Barry-Wehmiller prepaid the loan, but failed to pay the "Yield-Maintenance Amount," Prudential brought this breach of contract action. Having carefully reviewed the parties' submissions, we conclude that the district court did not err. See 8th Cir. R. 47B.

A true copy.

ATTEST:

CLERK, U.S. COURT OF APPEALS, EIGHTH CIRCUIT.