

Fill in this information to identify the case:

Debtor Fran Transport & Oil Co.
 United States Bankruptcy Court for the: Western District of Missouri
 Case number 15-41918-11

Proof of Interim Administrative Claim

Read the instructions before filling out this form. Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of March 31, 2016.

Part 1: Identify the Claim

1. Who is the current creditor? UMB Bank, N.A.
 Name of the current creditor (the person or entity to be paid for this claim)
 Other names the creditor used with the debtor _____

2. Has this claim been acquired from someone else?
 No
 Yes. From whom? _____

3. Where should notices and payments to the creditor be sent?
Where should notices to the creditor be sent?
Spencer Fane LLP, Attn: Eric L. Johnson
 Name
1000 Walnut St. Suite 1400
 Number Street
Kansas City MO 64106
 City State ZIP Code
 Contact phone 816-292-8267
 Contact email ejohnson@spencerfane.com

Where should payments to the creditor be sent? (if different)
UMB Bank N.A., Attn: Mark D. Nuss
 Name
1010 Grand Blvd.
 Number Street
Kansas City MO 64106
 City State ZIP Code
 Contact phone 816-860-7137
 Contact email Mark.Nuss@umb.com

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

4. Does this claim amend one already filed?
 No
 Yes. Claim number on court claims registry (if known) 220
 Filed on 12/23/2015
 MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?
 No
 Yes. Who made the earlier filing? _____



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ 2,744,555.87. Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges.

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
 Attach redacted copies of any documents supporting the claim.
 Limit disclosing information that is entitled to privacy, such as health care information.

Post-Petition Financing, Section 507(b) Claim

9. Is this claim based on a lease? No
 Yes. Attach a copy of the lease and any amendments thereto.

10. Is this claim subject to a right of setoff? No
 Yes. Identify the property: _____

11. Is all or part of the claim entitled to administrative priority under 11 U.S.C. § 503(b)? No
 Yes. Check all that apply:

	Amount entitled to priority
<input checked="" type="checkbox"/> Actual, necessary costs and expenses of preserving the estate under 11 U.S.C. § 503(b)(1)(A).	\$ <u>2,018,859.27</u>
<input type="checkbox"/> Any tax incurred by the estate, whether secured or unsecured, including property taxes for which liability is in rem, in personam or both, except a tax of a kind specified in section 507(a)(8). 11 U.S.C. § 503(b)(1)(B).	\$ _____
<input type="checkbox"/> Any fine, penalty or reduction in credit relating to a tax of a kind specified in section 503(b)(1)(B). 11 U.S.C. § 503(b)(1)(C).	\$ _____
<input type="checkbox"/> Compensation and reimbursement awarded under section 330(a). 11 U.S.C. § 503(b)(2).	\$ _____
<input type="checkbox"/> The actual, necessary expenses, other than compensation and reimbursement specified in section 503(b)(3)(A)-(F). 11 U.S.C. § 503(b)(3).	\$ _____
<input type="checkbox"/> Reasonable compensation for professional services rendered by an attorney or an accountant of an entity whose expense is allowable under section 503(b)(3)(A)-(E). 11 U.S.C. § 503(b)(4).	\$ _____
<input type="checkbox"/> The fees and mileage payable chapter 119 of title 28. 11 U.S.C. § 503(b)(6).	\$ _____
<input checked="" type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(____) that applies. 11 U.S.C. 507(b)	\$ <u>725,696.60</u>

* Amounts are subject to adjustment on 4/01/16 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- I am the creditor.
- I am the creditor's attorney or authorized agent.
- I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Administrative Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Administrative Claim* and have a reasonable belief that the information is true and correct.

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

Executed on date 6 14 2016
MM / DD / YYYY



Signature

Print the name of the person who is completing and signing this claim:

Name	<u>Mark</u>	<u>D.</u>	<u>Nuss</u>
	First name	Middle name	Last name
Title	<u>Vice President</u>		
Company	<u>UMB Bank, N.A.</u>		
	Identify the corporate servicer as the company if the authorized agent is a servicer.		
Address	<u>1010</u>	<u>Grand Blvd.</u>	
	Number	Street	
	<u>Kansas City</u>	<u>MO</u>	<u>64106</u>
	City	State	ZIP Code
Contact phone	<u>816-860-7137</u>	Email	<u>Mark.Nuss@umb.com</u>

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF MISSOURI**

IN RE)	
)	Case No. BK 15-41915-11
GAS-MART USA, INC., <i>et al.</i>)	(Lead Case)
)	
Debtors. ¹)	Chapter 11

ATTACHMENT TO UMB BANK, N.A. PROOF OF INTERIM ADMINISTRATIVE CLAIM

Pursuant to the *Order Granting Debtors' Amended Motion for an Order Pursuant to 11 U.S.C. Sec. 105(a) and 503 and 1111(a) Establishing an Interim Bar Date for Filing Applications for Allowance of Administrative Expense Claims and Approving Form and Manner of Notice Thereof [Doc. 785]* (the “Interim Admin Order”), UMB Bank n.a. (“UMB”) is not required to file a proof of claim related to the post-petition indebtedness. See Interim Admin Order ¶ 2. However, out of an abundance of caution, UMB files this claim. Nothing herein is meant to contradict or waive any right that UMB has under the *Stipulation and Final Order (I) Authorizing Secured Post-Petition Financing on a Superpriority Basis Pursuant to 11 U.S.C. § 364, (II) Authorizing Use of Cash Collateral Pursuant to 11 U.S.C. §§ 363 and 364, (III) Granting Adequate Protection Pursuant to 11 U.S.C. §§ 363 and 364 [Doc. 181]* (the “Final DIP Order”) and modified by subsequent Order of the Bankruptcy Court. To the extent anything in this Proof of Claim contradicts with the provisions of the Final DIP Order (as modified)², the Final DIP Order (as modified) should control.

ITEMIZED STATEMENT OF A INDEBTEDNESS

Post-Petition Indebtedness	\$2,018,859.27
Section 507(b) Diminution Claim	\$ 725,696.60
Total as of March 31, 2016	\$2,744,555.87

¹ Gas-Mart USA, Inc., debtor and debtor-in-possession in Case BK 15-41915-11, Fran Transport & Oil Co., debtor and debtor-in-possession in Case BK 15-41917-11, G&G Enterprises, LLC, debtor and debtor-in-possession in Case BK 15-41918-11, and Aving-Rice, LLC, debtor and debtor-in-possession in Case BK 15-41919-11, Fuel Services Mart, Inc., debtor and debtor-in-possession in Case BK 15-15-42930-11 (collectively referred to herein as “Debtors”).

² The Final DIP Order has been modified by (1) *Agreed Order (I) Approving Amended Proposed Budget for the Period of April 1, 2016 through June 30, 2016; and (II) Modifying Stipulation and Final Order (I) Authorizing Secured Post-Petition Financing on a Superpriority Basis Pursuant to 11 U.S.C. § 364, (II) Authorizing Use of Cash Collateral Pursuant to 11 U.S.C. §§ 363 and 364, (III) Granting Adequate Protection Pursuant to 11 U.S.C. §§ 363 and 364 (Docket No. 726)*, and (2) *Stipulation and Order Approving Stipulation Between Debtors, UMB Bank, N.A. and Official Committee of Unsecured Creditors with Respect to Stipulation and Final Order (I) Authorizing Secured Post-Petition Financing on a Superpriority Basis Pursuant to 11 U.S.C. § 364, (II) Authorizing Use of Cash Collateral Pursuant to 11 U.S.C. §§ 363 and 364, (III) Granting Adequate Protection Pursuant to 11 U.S.C. §§ 363 and 364 (Doc. 181)* entered by the Bankruptcy Court on March 30, 2016 (Docket No. 724).

Post-Petition Indebtedness

DIP Loan Principal:	\$1,550,000.00
DIP Loan Interest from July 2, 2015 through March 31, 2016	\$90,165.78
Estimated Attorney Fees and Expenses July 2, 2016 through March 31, 2016	\$378,693.49
Total as of March 31, 2016	\$2,018,859.27

In addition to the amounts listed above, UMB is also entitled to other costs and fees that may be due and owing under the Final DIP Order and accompanying loan document including, without limitation, ongoing interest and attorney fees (the “**Post-Petition Financing Additional Amounts**”). The per diem interest on the Post-Petition Financing Claim is \$355.21. By listing only the principal amount of the claim, the accrued interest, and attorney’s fees and expenses through March 31, 2016, UMB does not waive any right that it may have to seek the Additional Amounts. Pursuant to Final DIP Order ¶ 4, the Post-Petition Financing Claim is a super priority claim and senior over all other administrative claims except to the extent it has been modified by subsequent and agreed orders of the Court.

Section 507(b) Claims

Failed Adequate Protection Claims

In addition to the Post-Petition Indebtedness, the Debtors were to pay adequate protection payments of \$31,000 per month. Debtors failed to make adequate protection payments for the months of October 2015 through March 2016. As a result of the Debtors’ failure to pay the Court ordered adequate protection payments, UMB is entitled to a super-priority claim in the amount of at least \$186,000. *In re Saathoff*, 2005 Bankr. LEXIS 830 at *6-8, 54 Collier Bankr. Cas. 2d (MB) 278 (Bankr. W.D. Mo. Apr. 12, 2005) (J. Federman) (“If the Court orders adequate protection payments, and the debtor fails to make them, section 507(b) of the Code provides that the missed payments will be entitled to a superpriority status”). UMB asserts an administrative claim for \$186,000 plus such additional amounts allowed under 11 U.S.C. § 507(b) and applicable bankruptcy law. By listing only the missed adequate protection payments through March 31, 2016, UMB does not waive any right that it may have to seek additional administrative expense.

Diminution Claim

As provided in the Final DIP Order, UMB’s prepetition indebtedness was found to be oversecured. Final DIP Order ¶ V.DD.1. During the course of the case, UMB’s collateral was sold or, in the case of inventory and receivables, was otherwise used by the Debtors in their operations. The sale of the collateral reduced UMB’s Pre-Petition Indebtedness, but was insufficient to repay the Pre-Petition Indebtedness in full. As of March 31, 2016, the remaining portion of UMB’s Pre-Petition Indebtedness is as follows:

Principal:	\$2,818,012.47
Interest through July 1, 2015	\$10,588.92
Interest from July 2, 2015 through March 29, 2016	\$ 175,001.71
Estimated Attorney Fees and Expenses through July 1, 2015	\$126,754.50
Less Adequate Protection Payments	(\$62,000.00)
Less Sale Proceeds	(\$2,342,661.00)
Total as of March 31, 2016	\$ 725,696.60

In addition to the amounts listed above, UMB is also entitled to other costs and fees that may be due and owing under the Final DIP Order and accompanying loan document including, without limitation, ongoing interest (including interest for March 30 and 31) and attorney fees (the “**Pre-Petition Indebtedness Additional Amounts**”). Prior to March 31, 2016, the per diem interest on the Pre-Petition Indebtedness is \$645.70. By listing only the principal amount of the claim, the accrued interest through March 29, 2016, and attorney’s fees

and expenses through March 31, 2016, UMB does not waive any right that it may have to seek the Pre-Petition Indebtedness Additional Amounts.

Through the Final DIP Order, UMB was granted a super priority administrative claim pursuant to 11 U.S.C. § 507(b) for the diminution in value of UMB's collateral. Such diminution claim is junior only to UMB's super priority claim for the Post-Petition Financing. Final DIP Order ¶ 6.e.

ADDITIONAL CLAIM DETAIL

On July 29, 2015, the Court entered the Final DIP Order which is attached hereto as **Exhibit A**. UMB has previously attached both the Post-Petition and Pre-Petition Loan Documents to previous claims. Such loan documents are available upon request.

MISCELLANEOUS

By executing and filing this Proof of Interim Administrative Claim, UMB does not waive or limit any right or rights with respect to any claim it has or may have against the Debtors or any other person or entity including, without limitation, all rights and remedies under the Final DIP Order and applicable loan documents. This Proof of Interim Administrative Claim is made without prejudice to the filing by UMB of additional proofs of claim with respect to any other indebtedness, liability, or obligation of the Debtors to UMB, and UMB reserves its rights to amend and/or supplement this Proof of Interim Administrative Claim.

The execution and filing of this Proof of Interim Administrative Claim, and any subsequent amendment hereof, appearance, pleading, claim or suit is not intended to be, and should not be construed as, (a) a waiver of the UMB's right to assert that 28 U.S.C. § 157(b)(2)(C) is unconstitutional; (b) a waiver of the right of UMB to have final orders in non-core matters or matters implicated by the *Stern v. Marshall* line of cases entered only after de novo review by a District Court judge; (c) a waiver of the right of UMB to trial by jury in any proceeding so triable; (d) a waiver of the right of UMB to have the reference withdrawn by the District Court for any matter involving UMB, or to assert that the reference has already been withdrawn; or (e) a waiver of any other rights, claims, actions, defenses, set-offs, or recoupments to which UMB is or may be entitled under the Final Dip Order and loan documents, in law or in equity, all of which rights, claims, actions, defenses, set-offs, and recoupments UMB expressly reserves.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF MISSOURI

IN RE)
) Case No. BK 15-41915-11
GAS-MART USA, INC., *et al.*) (Lead Case)
)
Debtors.¹) Chapter 11

**STIPULATION AND FINAL ORDER (I) AUTHORIZING SECURED
POST-PETITION FINANCING ON A SUPERPRIORITY BASIS PURSUANT TO
11 U.S.C. § 364, (II) AUTHORIZING USE OF CASH COLLATERAL
PURSUANT TO 11 U.S.C. §§ 363 AND 364, AND (III) GRANTING ADEQUATE
PROTECTION PURSUANT TO 11 U.S.C. §§ 363 AND 364**

Upon the emergency motion (the “Motion”) of debtors Gas Mart USA Inc., Aving-Rice LLC, Fran Transport & Oil Co., and G&G Enterprises, LLC, the Debtors and Debtors in possession in this case (collectively, the “Debtors”), for authority to obtain Post-Petition Financing dated July 2, 2015 from UMB Bank, n.a. (the “DIP Lender”); the Court having reviewed the Motion, and considered the evidence presented and arguments of counsel; and for good and sufficient cause appearing therefore, the Court makes the following **FINDINGS OF FACT AND CONCLUSIONS OF LAW**:

I. Jurisdiction, Venue and Statutory Predicates

A. Debtors commenced the captioned cases by filing their Voluntary Petitions for Relief under Chapter 11 of the Code on July 2, 2015 (the “Petition Date”).

B. The Debtors are continuing in possession of their property, and operating and managing their businesses as a debtors in possession pursuant to Bankruptcy Code §§ 1107 and 1108.

EXHIBIT A

¹ Gas-Mart USA, Inc., debtor and debtor-in-possession in case BK 15-41915-11, Fran Transport & Oil Co., debtor and debtor-in-possession in Case BK 15-41917-11, G&G Enterprises, LLC, debtor and debtor-in-possession in case BK 15-41918-11, and Aving-rice, LLC, debtor and debtor-in-possession in Case BK 15-41919-11 (collectively referred to herein as “Debtors”).

C. This Court has jurisdiction to hear the Motion pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a “core proceeding” within the meaning of 28 U.S.C. § 157.

D. Venue for the Debtors’ bankruptcy cases and this Motion is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

E. The statutory predicates for the relief requested in this Motion are sections 105, 363, and 364 of title 11 of the United States Code (the “Code”) and the Federal Rules of Bankruptcy Procedure (the “Rules”) and the local rules of bankruptcy procedure of this Court (the “Local Rules”).

II. Definitions

F. Capitalized terms used in this Order and not otherwise defined herein shall have the meanings ascribed to such terms in the Motion and/or those certain loan documents and agreements evidencing or securing the Post-Petition Financing between the Debtors and the DIP Lender including, without limitation, the DIP Lender Pre-Petition Loan Agreements and the DIP Loan Agreements (collectively, the “Loan Agreements”).

G. Additionally, for purposes of this Order:

1. “Adequate Protection Liens” shall refer to any security interests or liens given to a party as adequate protection, pursuant to Code §§ 361, 362, 363 or any other applicable Code provision including, without limitation, the Replacement Liens.

2. “Avoidance Actions” shall refer to all of the Debtors’ claims and causes of actions under Code §§ 502(d), 542, 544, 545, 547, 558, 549, 550, and 553 and any other avoidance actions under the Code, and any proceeds thereof or property received thereby whether by judgment, settlement, or otherwise.

3. “Collateral” shall collectively refer to the DIP Collateral, the Replacement Collateral granted to DIP Lender in the Interim Order and this Order, DIP Lender Pre-Petition Collateral and Cash Collateral as those terms are defined herein.

4. “DIP Collateral” shall refer to all pre-petition and post-petition property of the Debtors and the Debtors’ bankruptcy estates of any nature whatsoever and wherever located, tangible or intangible, whether now or hereafter acquired, whether existing on the Petition Date or thereafter acquired including, without limitation, any and all cash and Cash Collateral of the Debtors and any investment of such cash and Cash Collateral, any goods, inventory or equipment, any accounts receivable, any other right to payment whether arising before or after the Petition Date, contracts, chattel paper, fixtures, properties, plants, general intangibles, documents, instruments, interests in leaseholds, real properties, patents, copyrights, trademarks, trade names, other intellectual property, capital stock of subsidiaries and the proceeds, products, offspring or profits of each of the foregoing.

5. “DIP Lender Indebtedness” shall collectively refer to the Post-Petition Indebtedness and the DIP Lender Pre-Petition Indebtedness as those terms are defined herein.

6. “DIP Lender Liens” shall collectively refer to the DIP Liens and the Pre-Petition DIP Lender Liens, as those terms are defined herein.

7. “DIP Liens” shall refer to the liens and security interests being provided to the DIP Lender under the Interim Order and/or this Order including, without limitation, the Replacement Liens, to secure the DIP Lender Indebtedness.

8. “Permitted Liens” shall refer to any deeds of trust, security interests, mortgages, or liens of parties other than the DIP Lender that pursuant to applicable non-bankruptcy law existed and were properly perfected, valid, and enforceable as of the Petition Date (or become properly perfected after the Petition Date under Code § 546(b)), and which are non-avoidable under the Code or applicable non-bankruptcy law, but do not include Adequate Protection Liens.

9. “Primed Collateral” shall refer to the real property identified on **Exhibit A**, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, profits, proceeds, rents, income, issues, and other benefits from the such real property including, without limitation, all minerals, oil, gas, geothermal and similar matters and all insurance proceeds and benefits.

III. Notice and Record

H. Adequate notice of the Final Hearing and the relief requested in the Motion was provided to: (1) the U.S. Trustee (“UST”); (2) counsel, if known, to the Prepetition Lenders; (3) parties with liens of record on assets of the Debtors as of the Petition Date; (4) counsel to the DIP Lender; and (5) the Debtors’ twenty (20) largest unsecured creditors, as identified in the Debtors’ Chapter 11 petitions

I. Adequate and sufficient notice of the Final Hearing and the relief requested in the Motion, as evidenced by the applicable certificates of service filed with the Court and as stated on the record, have been given in accordance with the provisions of Code §§ 102(1), 363, 364(c) and (d) and Rules 2002, 4001(c), and 4001(d), and the Local Rules. Under the circumstances, no further notice is required.

J. At the Preliminary Hearing, the Court considered representations made by counsel, offers of proof, and/or testimony regarding: (1) the negotiations pertaining to this Order; (2) the necessity for the Interim Order; (3) the events leading up to the filing of these Chapter 11 Cases by the Debtors; (4) the Debtors' need for credit to the extent necessary to avoid immediate and irreparable harm to their estates, pending a final hearing in accordance with Rule 4001(c); and (5) those expenses necessary to avoid immediate and irreparable harm to their estates.

K. The Motion contains the necessary findings and disclosures under Rules 4001(c) and (d).

L. Following the Preliminary Hearing, the Court entered the Stipulation and Interim Order (I) Authorizing Secured Post-Petition Financing on a Superpriority Basis Pursuant to 11 U.S.C. § 364, (II) Authorizing Use of Cash Collateral Pursuant to 11 U.S.C. §§ 363 and 364, (III) Granting Adequate Protection Pursuant to 11 U.S.C. §§ 363 and 364, and (IV) Scheduling a Final Hearing Pursuant to Bankruptcy Rule 4001(c) (the "Interim Order"). The Interim Order provided for a deadline of July 21, 2015 (the "Objection Deadline") for the filing of objections to the Post-Petition Financing and a corresponding hearing on July 28, 2015 (the "Final Hearing"). Debtors duly served notice of the Interim Order, the Objection Deadline, and the Final Hearing.

M. Timely objections were filed by the following parties: St. Johns Bank and Trust Company [Doc. 49]; MHC Truck Leasing a/k/a PacLease [Doc. 101]; the Iowa Department of Revenue [Doc. 121]; and the Kansas Turnpike Authority [Doc. 124] (collectively, the "Objections").

IV. Debtors' Background

A. DIP Lender's Pre-Petition Indebtedness

N. Prior to the Petition Date, DIP Lender loaned money to one or more of the Debtors pursuant to the DIP Lender Pre-Petition Loan Agreements.

O. As of the Petition Date, DIP Lender contends that (1) Debtors were liable to DIP Lender in excess of \$2,818,012.47 in the aggregate principal amount (exclusive of interest and fees accrued and unpaid thereon and other costs, expenses and indemnities), and (2) pursuant to the DIP Lender Pre-Petition Loan Agreements, Debtors are liable to DIP Lender for accrued and unpaid interest in addition to all applicable fees, costs, and expenses to the extent allowed under the DIP Lender Pre-Petition Loan Agreements, and applicable law, including, but not limited to attorneys' fees and expenses (collectively, subsections (1), and (2) of this paragraph are the "DIP Lender Pre-Petition Indebtedness").

P. As security for repayment of the DIP Lender Pre-Petition Indebtedness, Debtors granted DIP Lender security interests in, and liens upon, several parcels of real property, inventory, Chattel Paper, Accounts, Equipment, General Intangibles, and an Assignment of that certain Management Agreement dated as of March 1, 2013, by and between GasMart USA, Inc. and Kansas City Retail and Convenience, LLC, as amended by the Second Amendment to Management Agreement dated October 1, 2013, as more fully described in the DIP Lender Pre-Petition Loan Agreements (collectively, including Cash Collateral (as defined below), the "DIP Lender Pre-Petition Collateral"). Further, Debtors' cash generated from the DIP Lender Pre-Petition Collateral constitutes proceeds of the DIP Lender Pre-Petition Collateral and, therefore, is cash collateral of DIP Lender within the meaning of Code § 363(a) ("Cash Collateral").

Q. As additional security, DIP Lender has the conditional and unlimited Commercial Guaranties (collectively, the "Commercial Guaranties") of The George Irrevocable Trust, James

Robert George, David James George, and Michael L. George (collectively, the “Commercial Guarantors”).

B. Debtors’ Other Pre-Petition Indebtedness

1. Sun Life Assurance Company of Canada

R. Prior to the Petition Date, Sun Life Assurance Company of Canada (“Sun Life”) loaned money to one or more the Debtors pursuant to the Sun Life Pre-Petition Loan Agreements.

S. As of the Petition Date, Sun Life contends that (1) Debtors were liable to Sun Life in excess of \$4,683,623.15 in the aggregate principal amount (exclusive of interest and fees accrued and unpaid thereon and other costs, expenses and indemnities), and (2) pursuant to the Sun Life Pre-Petition Loan Agreements, Debtors are liable to Sun Life for accrued and unpaid interest in addition to all applicable fees, costs, and expenses to the extent allowed under the Sun Life Pre-Petition Loan Agreements, and applicable law, including, but not limited to attorneys’ fees and expenses (collectively, subsections (1), and (2) of this paragraph are the “Sun Life Pre-Petition Indebtedness”).

T. As security for repayment of the Sun Life Pre-Petition Indebtedness, Debtors granted Sun Life security interests in, and liens upon, in several pieces of real property and various other items of collateral as set forth the Sun Life Pre-Petition Loan Agreements (collectively, the “Sun Life Pre-Petition Collateral”).

2. Other Pre-Petition Lenders

U. On or about February 3, 2014, the Internal Revenue Service (“IRS”) filed a tax lien with the Secretary of State for the State of Kansas and the Register of Deeds, Johnson County Kansas.

V. In addition to the DIP Lender, Sun Life, and the IRS, Enterprise Bank & Trust, Wells Fargo Bank, National Association, St. Johns Bank & Trust Co., Phillips 66 Company, Jeff Aldrich, Silver Point Capital (SNC JJ Holdings, LLC), and the Kansas Turnpike Authority maintained a lending relationship with one or more of the Debtors and/or may assert security interests and/or liens in the Debtors' assets (together with DIP Lender, Sun Life, and the IRS, the "Prepetition Lenders").

C. Debtor-in-Possession Financing

W. The Debtors do not have sufficient available sources of working capital and financing to operate their businesses in the ordinary course of business or operate their businesses and maintain their property in accordance with state and federal law and have commenced the restructuring of their businesses and assets. The access of Debtors to sufficient working capital and liquidity through the use of Cash Collateral, and incurrence of new indebtedness for borrowed money and other financial accommodations is vital to the preservation and maintenance of the going concern values of the Debtors and to the Debtors' restructuring efforts.

X. DIP Lender has indicated a willingness to extend post-petition credit up to an aggregate principal amount not to exceed \$1,550,000 and accrue interest at the rate of 8.25% per annum subject to the terms and conditions of the DIP Loan Agreements and this Order (the "Post-Petition Financing"). In order to facilitate the Post-Petition Financing and in exchange for the relief and concessions given by the Debtors as set forth herein, Sun Life has agreed, and consents to, DIP Lender having a senior priming lien on the Primed Collateral securing all the Post-Petition Financing as well as the DIP Lender Pre-Petition Indebtedness up to \$2,250,000.

Y. Debtors have attempted to obtain, but are unable to obtain, working capital financing allowable as an administrative expense under Code § 503(b)(1). Except for the

proposed financing from the DIP Lender described herein, the Debtors are also unable to obtain working capital financing (1) allowable with priority as a superpriority administrative expense under Code § 364(c)(1); (2) secured by a senior lien on the Debtors' unencumbered assets under Code § 364(c)(2); or (3) secured by a junior lien on the Debtors' encumbered assets under Code § 364(c)(3). After considering all alternatives, the Debtors have concluded, in the exercise of their business judgment, that the financing offered by the DIP Lender represents the best working capital financing option. In order to complete their restructuring efforts, the Debtors have an immediate need for the financing set forth in this Order.

Z. The relief requested in the Motion is necessary, essential, and appropriate for the preservation of the Debtors' estates, and is in the best interests of the Debtors, their estates, and their creditors. In the absence of the Post-Petition Financing and the use of Cash Collateral, the restructuring of the Debtors' businesses and assets would not be possible, and would cause serious and irreparable harm to the Debtors and their estates.

AA. The terms and conditions of the Post-Petition Financing are fair, reasonable, and the best available under the circumstances, reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties, and constitute reasonably equivalent value and fair consideration.

BB. Based on the record presented to the Court by the Debtors at the Preliminary Hearing and Final Hearing, the terms of the Post-Petition Financing as set forth in the Motion, this Order and the Loan Agreements have been negotiated in good faith and at arm's length between the Debtors, the DIP Lender, and Sun Life. The credit to be extended by the DIP Lender pursuant to this Order and the Loan Agreements is being extended in good faith as that term is used in Code § 364(e).

CC. In reliance on the Interim Order, the DIP Lender immediately extended credit to the Debtors for use in their operations and part of their restructuring efforts.

V. Stipulations

DD. The Debtors, DIP Lender, and Sun Life have agreed to the terms of this Order. Absent entry of the Interim Order and this Order, the DIP Lender would not provide the Post-Petition Financing and Sun Life would not consent to the priming liens addressed herein. In consideration of the DIP Lender providing to the Debtors the Post-Petition Financing and extending the use of Cash Collateral and Sun Life agreeing to the priming liens set forth herein, the Debtors, on behalf of themselves and their respective bankruptcy estates:

1. Stipulate and agree that the DIP Lender Pre-Petition Indebtedness (a) constitutes the legal, valid, and binding obligations of the Debtors, enforceable in accordance with their terms (other than in respect of the automatic stay arising under Code § 362); (b) is now due and owing in its entirety, without any defense, off-set, recoupment, claim, counterclaim, or deduction of any kind or nature whatsoever; (c) is not subject to avoidance, recharacterization, recovery, or subordination pursuant to the Code or applicable non-bankruptcy law; and (d) is oversecured and entitled to the benefits and privileges of the same pursuant to Code § 506(b) including, without limitation, that the DIP Lender Pre-Petition Indebtedness will continue to accrue interest at the rate of 8.25% per annum.

2. Stipulate and agree that the security interests and liens granted to the DIP Lender by the Debtors prior to the Petition Date in the DIP Lender Pre-Petition Collateral (collectively, the "Pre-Petition DIP Lender Liens") including, without limitation, any security interests, or liens granted pre-petition pursuant to any security agreement, pledge agreement, deed of trust, mortgage, or other security document executed by the Debtors

in favor of the DIP Lender, are (a) legal, valid, binding, perfected, and enforceable, security interests, and liens; (b) not subject to avoidance, recharacterization, or subordination pursuant to the Code or applicable non-bankruptcy law; and (c) subject and subordinate only to any Permitted Liens that, pursuant to applicable law, were in fact senior in priority to the Pre-Petition DIP Lender Liens as of the Petition Date except as otherwise provided for by this Order.

3. Stipulate and agree that the Sun Life Pre-Petition Indebtedness (a) constitutes the legal, valid, and binding obligations of the Debtors, enforceable in accordance with their terms (other than in respect of the automatic stay arising under Code § 362); (b) is now due and owing in its entirety, without any defense, off-set, recoupment, claim, counterclaim, or deduction of any kind or nature whatsoever; (c) is not subject to avoidance, recharacterization, recovery, or subordination pursuant to the Code or applicable non-bankruptcy law; and (d) is oversecured and entitled to the benefits and privileges of the same pursuant to Code § 506(b); provided, however, that Sun Life will accrue interest on the Sun Life Pre-Petition Indebtedness at the rate of 7% per annum from the Petition Date and that the \$1.25 million dollar prepayment indemnity owed by Debtors to Sun Life shall likewise accrue interest at 7% per annum after the Petition Date.

4. Stipulate and agree that the security interests and liens granted to Sun Life by the Debtors prior to the Petition Date in the Sun Life Pre-Petition Collateral (collectively, the "Pre-Petition Sun Life Liens") including, without limitation, any security interests, or liens granted pre-petition pursuant to any security agreement, pledge agreement, deed of trust, mortgage, or other security document executed by the Debtors

in favor of the Sun Life are (a) legal, valid, binding, perfected, and enforceable, security interests, and liens; (b) not subject to avoidance, recharacterization, or subordination pursuant to the Code or applicable non-bankruptcy law; and (c) subject and subordinate only to any Permitted Liens or Pre-Petition DIP Lender Liens that, pursuant to applicable law, were in fact senior in priority to the Pre-Petition Sun Life Liens as of the Petition Date, except as otherwise provided for in this Order.

5. Release and forever discharge the DIP Lender, Sun Life, and their respective officers, directors, shareholders, representatives, agents, attorneys, advisors, employees, insurers, successors, assigns, affiliates, and subsidiaries (collectively, the “Released Parties”), from any and all debts, liabilities, expenses, obligations, claims, counterclaims, charges, actions, damages, rights of action, and causes of action (including any Chapter 5 causes of action under the Code, and any so called “Lender liability” claims or defenses), of whatever kind or nature, whether known or unknown, developed or undeveloped, anticipated or unanticipated, which arose on or prior to the date this Order unless such claims are finally judicially determined to have resulted from a breach by such Released Party of its obligations under this Order; and

6. Waive, as of the Petition Date, the right to (a) challenge the existence, legality, validity, enforceability, or amount of the DIP Lender Pre-Petition Indebtedness, Pre-Petition DIP Lender Liens, Sun Life Pre-Petition Indebtedness, and the Pre-Petition Sun Life Liens; (b) assert defenses, counterclaims, recoupment or setoffs with respect to the DIP Lender Pre-Petition Indebtedness, Pre-Petition DIP Lender Liens, Sun Life Pre-Petition Indebtedness, and the Pre-Petition Sun Life Liens; and (c) seek affirmative relief or bring any claims or causes of action against DIP Lender, Sun Life, or any of the other

Released Parties including, without limitation, any claims or causes of action under Code §§ 542, 544, 545, 547, 548, 549, 550, 551, or 553 (but not Code § 506(c)).

The provisions of this Paragraph DD remain subject to the other provisions of this Order, including the challenge period set forth in Paragraph 20(b).

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED, subject to the terms and conditions set forth in this Order. The Objections are DENIED.

2. Authorization to Obtain Post-Petition Financing. The Debtors are hereby authorized to obtain the Post-Petition Financing, use Cash Collateral, and additionally to borrow money and seek other financial accommodations from the DIP Lender after the Petition Date pursuant to the terms and conditions of this Order and the Loan Agreements. The DIP Lender is authorized to advance funds constituting Post-Petition Financing subject to the terms and conditions of this Order and the Loan Agreements. The Debtors are authorized to use the proceeds of any loans (“Loans”) made under the Post-Petition Financing, to use Cash Collateral and other Collateral (as defined below) strictly as provided for and limited in the Budget for operations of the Debtors’ businesses and the administration of these Chapter 11 Cases (all such Loans and diminution from use of Cash Collateral and other Collateral (as defined below) collectively shall constitute, the “Post-Petition Indebtedness”), provided, that the proposed Loans or use of Cash Collateral are consistent with the terms and conditions of the Loan Agreements and this Order and will only be used to pay when due the expenses set forth in the Budget. Debtors are further authorized to execute all documents reasonably required by the DIP Lender (and, to the extent necessary, Sun Life) in connection with Post-Petition Financing and use of Cash Collateral including, without limitation, any amendments, modification or change in terms agreements with respect to the same.

3. Loan Agreement Terms Remain in Full Force and Effect. During the term of this Order, the terms and conditions of the Loan Agreements shall continue in full force and effect with respect to the DIP Lender Pre-Petition Indebtedness, Loans and other advances under the Post-Petition Financing except as otherwise modified in the Interim Order or this Order.

4. Superpriority Claim. Pursuant to Code § 364(b), the Post-Petition Indebtedness shall constitute an allowed administrative expense of the Debtors under Code § 503(b)(1). In accordance with Code § 364(c)(1), the Post-Petition Indebtedness shall constitute claims (the “Superpriority Claims”) with priority in payment over any and all administrative expenses of the kinds specified or ordered pursuant to Code §§ 503(b) or 507(b) and all administrative expenses under Code §§ 105, 326, 328, 330, 331, 503(b), 507(a), 507(b), 546, 726, 1113 or 1114, subject only to the Carve Out to the extent specifically provided for herein. No cost or expense of administration under the previously referenced Code sections shall be senior to, or *pari passu* with, the Superpriority Claims of the DIP Lender arising out of the Post-Petition Indebtedness, subject only to the payment of the Carve-Out to the extent specifically provided for herein.

5. DIP Lender Indebtedness Security.

a. Senior Liens on Unencumbered Property. Pursuant to Code § 364(c)(2), the DIP Lender Indebtedness shall be secured by a valid, binding, continuing, enforceable, fully perfected first priority senior security interest in and lien upon all DIP Collateral, whether now or existing or hereafter acquired and all proceeds thereof, that, on or as of the Petition Date, is not subject to a valid, perfected and non-avoidable lien in favor of a third party including, without limitation new post-petition inventory; provided, however, that the Avoidance Actions shall only secure the Post-Petition Indebtedness. With respect to the Avoidance Actions, DIP Lender may only turn to such collateral after

all of its other Collateral has been exhausted; provided, however, that any proceeds from Avoidance Actions received by the bankruptcy estates shall be segregated and held in trust by the Debtors (or any successor trustees) until such time as DIP Lender has exhausted its other Collateral unless otherwise agreed to in writing by the DIP Lender.

b. Junior Liens on Encumbered Property. Pursuant to Code § 364(c)(3), the DIP Lender Indebtedness shall be secured by a valid, binding, continuing, enforceable, fully perfected junior security interest in and lien upon all DIP Collateral, whether now or existing or hereafter acquired and all proceeds thereof, that, on or as of the Petition Date, that is subject to a Permitted Lien; provided, however, that to the extent that DIP Lender Pre-Petition Indebtedness is secured by liens that are senior to the Permitted Liens that such liens will retain their senior and superior status over the Permitted Liens.

c. Priming Liens on Encumbered Property.

i. Pursuant to Code § 364(d)(1), and with the consent of Sun Life, all of the Post-Petition Indebtedness and the DIP Lender Pre-Petition Indebtedness up to \$2,250,000 shall be secured by a valid, binding, continuing, enforceable, fully perfected first priority senior priming security interest in and lien upon all Primed Collateral whether now or existing or hereafter acquired and all proceeds thereof. The consent of Sun Life to the priming of the Sun Life Pre-Petition Liens by the DIP Lender Liens and the Carve-Out (defined below) (i) is limited to the Post-Petition Financing authorized under the Interim Order and this Order, and shall not extend to any other post-petition financing or to any modified version or replacement of the Post-Petition Financing and (ii) does not constitute, and shall not be construed as constituting, an acknowledgment or stipulation by Sun Life

that, absent such consent, their interests in the Primed Collateral would be adequately protected pursuant to the Interim Order or this Order.

ii. DIP Lender shall be secured by a valid, binding, continuing, enforceable, fully perfected first priority senior priming security interest in and lien upon the proceeds of DIP Collateral secured by Permitted Liens to the extent necessary to secure the repayment of any proceeds of the Post-Petition Financing that are used to satisfy the reasonable and necessary costs and expenses of preserving such collateral to the extent of any direct benefit to any holder of a Permitted Lien, including the payment of all *ad valorem* property taxes with respect to the collateral. For the purposes of this Paragraph 5.c.ii, the same standards governing what expenses are properly surcharged to a secured creditor's collateral under 11 U.S.C. § 506(c) shall be used to determine to what extent the liens securing the Post-Petition Financing shall prime a Permitted Lien with respect to the preservation of the Permitted Lien Holder's collateral and the benefit received by such Permitted Lien Holder.

d. Protection of Priority. The DIP Lender Liens shall not be (i) subject or subordinate to (a) any lien or security interest that is avoided and preserved for the benefit of the Debtors and their bankruptcy estates under Code § 551 or (b) any liens arising after the Petition Date including, without limitation, any liens or security interests granted in favor of any federal, state, municipal or other governmental unit, commission, board or court for any liability of the Debtors or (ii) subordinated to or made *pari passu* with any other lien or security interest under Code §§ 363 or 364 or otherwise including, without limitation, the Adequate Protection Liens.

6. Authorization to Use of Cash Collateral and Adequate Protection. Immediately upon entry of this Order, the Debtors are hereby authorized to use Cash Collateral, provided that the Prepetition Lenders are granted the following adequate protection for any diminution in the value of the Collateral resulting from (i) the liens and security interests granted by the Post-Petition Financing, the Interim Order, this Order or otherwise pursuant to Code § 364(d); (ii) the Debtors' use of Cash Collateral pursuant to Code § 363(c); (iii) the use, sale or lease of the Collateral (other than Cash Collateral) pursuant to Code §§ 363(b) and (c); and (iv) the imposition of the automatic stay pursuant to Code § 362(a):

a. Replacement Liens. The Prepetition Lenders are hereby granted a replacement security interests and liens (the "Replacement Lien"), in the same type of assets acquired post-petition by the Debtor that the Prepetition Lenders held a valid security interest or lien in prior to the Petition Date, but only to the same extent, value, and priority of their prepetition security interests and liens as of the Petition Date ("Replacement Collateral"); provided, however, that the Replacement Liens shall be subject and subordinate to the DIP Lender Liens and the Carve-Out.

b. DIP Lender Adequate Protection Payment. In addition to the other payments required under this Order, Debtors shall pay to DIP Lender regular monthly payments of \$31,000 after the Petition Date.

c. Sun Life Adequate Protection Payment. Debtors shall pay to Sun Life regular monthly payments of \$74,911.38 after the Petition Date.

d. Other PrePetition Lenders Adequate Protection Payments. Debtors are authorized to pay to Wells Fargo Bank, n.a., St. John's Bank, and Jeff Aldrich regular

monthly adequate protection payments of \$5,000, \$41,622.18, and \$7,002.02, respectively, after the Petition Date and pursuant to the Budget.

e. Code § 507(b) Diminution Claim. Prepetition Lenders shall be entitled to a super priority administrative claim pursuant to Code § 507(b) to the extent that the lender can demonstrate any actual diminution in value in its pre-petition collateral position provided, however, such claim will be subordinate and junior to the DIP Lender's Super Priority Claim for the Post-Petition Financing and the Carve-Out. By reason of Sun Life having consented to the priming liens set out herein, it shall be presumed that Sun Life has satisfied the requirements of this paragraph, unless such presumption is rebutted by another creditor or the Creditors Committee.

f. Right to Seek Additional Adequate Protection. Under the circumstances, the adequate protection provided herein is reasonable and sufficient to protect the interests of the Prepetition Lenders; provided, however, that nothing herein contained shall affect or impair the Prepetition Lenders' right to seek additional adequate protection of their interests.

7. Perfection of DIP Lender Liens

a. Automatic Perfection. The DIP Lender Liens shall be effective and perfected upon the date of entry of the Interim Order without necessity for the execution or recordation of filings of deeds of trust, mortgages, security agreements, control agreements, pledge agreements, financing statements or similar documents, or the possession or control by the DIP Lender of, or over, any Collateral.

b. Authorization to File Perfection Documents. The DIP Lender is hereby authorized, but not required, to file or record financing statements, trademark filings,

copyright filings, deeds of trust, mortgages, notices of lien or similar instruments in any jurisdiction, or to take possession of or control over, or take any other action (including taking or releasing any liens or pledges granted by this Order) in order to validate and perfect the DIP Lender Liens granted to it hereunder. Whether or not the DIP Lender shall, in its sole discretion, chose to file such financing statements, trademark filings, copyright filings, deeds of trust, mortgages, notices of lien or similar instruments that may be otherwise required under federal or state law in any jurisdiction, or take any action, including taking possession, to validate and perfect such interests and liens, such liens and security interests shall be deemed valid, perfected, allowed, enforceable, non-avoidable and not subject to challenge dispute or subordination, as of entry of the Interim Order.

c. Debtors' Cooperation. The failure of Debtors to execute any documentation relating to the enforceability, priority or perfection of the DIP Lender Liens shall in no way affect the validity, perfection or priority of such liens and security interests. If the DIP Lender, in its sole discretion, elects to file any financing statements, trademark filings, copyright filings, deeds of trust, mortgages, notices of lien or similar instruments, or otherwise confirm perfection of the DIP Lender Liens, the Debtors shall cooperate with and assist in such process, the stay imposed under Code § 362 is hereby lifted to permit the filing and recording of a certified copy of the Interim Order, this Order, or any such financing statements, trademark filings, copyright filings, deeds of trust, mortgages, notice of lien or similar instruments, and all such documents shall be deemed to have been filed and recorded at the time of and on the entry date of the Interim Order. Upon the request of the DIP Lender, without any further consent of any party, the

Debtors are authorized to take, execute, deliver and file such documents (in each case without representation and warranty of any kind) to enable the DIP Lender to further validate, perfect, preserve and enforce the DIP Lender Liens.

d. Filing of the Order. A certified copy of the Interim Order and this Order may, in the discretion of the DIP Lender, be filed with or recorded in filing or recording offices in addition to or in lieu of such financing statements, trademark filings, copyright filings, deeds of trust, mortgages, notice of lien or similar instruments, and all filing offices are hereby authorized to accept such certified copy of the Interim Order and this Order for titling and recording.

e. Depository Accounts. The Prepetition Lenders shall share control with the DIP Lender with respect to each deposit account of the Debtors that was subject to a deposit account control agreement in favor of a Prepetition Lender as of the Petition Date, and such deposit account control agreements shall hereafter be additionally enforceable by the DIP Lender against, and binding upon, each depository institution party thereto until the DIP Lender Indebtedness is paid in full and the Loan Documents shall have been terminated, after which such deposit account control agreements shall again be solely enforceable by the Pre-Petition Lenders that are a party thereto.

f. Subsequent Liens. If, in the course of these Chapter 11 Cases, and contrary to the provisions in paragraphs 5-7, the Court grants liens or security interests to others pursuant to Code § 364(d) or any other provision of the Code, which liens or security interests are senior or equal to the liens or security interests of the DIP Lender in the Collateral (collectively, "Subsequent Liens"), then any proceeds of loans or extensions of credit secured by such Subsequent Liens shall be applied first to payment of

the DIP Lender Pre-Petition Indebtedness and then to the Post-Petition Indebtedness as set forth in Paragraph 10. DIP Lender shall retain all liens and security interests held by it on the Collateral until the DIP Lender Indebtedness is paid in full.

8. Budget.

a. Initial and Proposed Budgets. Attached hereto as **Exhibit B** is a budget for the period from July 27, 2015 through and including August 30, 2015 (the “Initial DIP Budget”), which has been consented to by the DIP Lender and Sun Life. Debtors shall file a (i) proposed budget for the period of August 31, 2015 through January 3, 2016, by August 1, 2015; (ii) a proposed budget for the period of January 4, 2016 through April 3, 2016 by December 1, 2015; and (iii) if the term is otherwise extended pursuant to Paragraph 11.b, a proposed budget for the period of April 4, 2016 through July 3, 2016 by March 1, 2016 (collectively, the “Proposed Budgets”). Prior to filing any Proposed Budget, Debtor shall discuss the same with DIP Lender and Sun Life and shall use best efforts to achieve a consensual budget. Parties in interest will have seven (7) days from the date the Proposed Budgets are filed to object to the Proposed Budgets. If no timely objections are received, then the Proposed Budget will become the final budget for the time period for which it covers (the “Final Budget”, together with the Initial DIP Budget, the “Budget”). To the extent that an objection is raised, then the Debtors shall immediately arrange a hearing with the Court prior to the end of the period for which there is a Budget in place.

b. Authorization to Pay Budgeted Expenses. The Budget reflects, on a line item basis, anticipated cash receipts and expenditures on a weekly basis and includes all necessary and required expenses which Debtors expect to incur during each week of the

Budget. Without prior approval of the Court or the express written consent of DIP Lender and Sun Life, Debtors shall pay the reasonable amounts which are actual, necessary expenses in the operation of its business not to exceed one hundred and ten percent (110%) of the amount stated on any single Budget line item; provided, however, that in no event shall the total amount expended authorized by this Order exceed one hundred and five (105%) of the total amount of expenses stated in the Budget for any given week without prior approval of the Court or the express written consent of DIP Lender and Sun Life; further provided that in no event should Cash Collateral be used to pay pre-petition claims or obligations, other secured claims or obligations to insiders, unless specifically authorized by separate order from this Court and to the extent such payment does not exceed the parameters of the Budget.

9. Carve-Out. Any provision of the Interim Order, this Order, or the Loan Agreements to the contrary notwithstanding, the DIP Liens and Superpriority Claims granted to the DIP Lender pursuant to the Loan Agreements, the Interim Order, and this Order shall be subject and subordinate to a carve out (the "Carve-Out") for:

- a. UST and Court Fees. Amounts payable to the United States Trustee pursuant to 28 U.S.C. § 1930(a) and any fees payable to the Clerk of the Bankruptcy Court;
- b. Chapter 7 Trustee. \$10,000 in the aggregate for all these cases for the payment of fees and expenses of a trustee in the event of a conversion of these cases to cases under Chapter 7 of the Bankruptcy Code;
- c. Professional Fees and Expenses. The payment pursuant to Orders of the Court, in form and substance reasonably satisfactory to DIP Lender and Sun Life, of

allowed unpaid professional fees, costs and expenses of the retained attorneys by the Debtors or the Committee (the “Professional Fees and Expenses”), only to the extent that such Professional Fees and Expenses:

i. were incurred or accrued prior to the earlier of (a) the Termination Date or the expiration of the Initial Term, or, if applicable, the Extended Term, or (b) receipt by the Debtors post-petition of notice of an Event of Default;

ii. are in accordance with the Budget; and

iii. do not exceed an amount equal to (A) \$300,000 (in the aggregate) for Debtors' counsel and (B) \$150,000 (in the aggregate) for Committee's Counsel (plus an additional \$50,000 (in the aggregate) for Committee's Counsel if the Initial Term is extended as set forth in Paragraph 11.b). The amounts provided for in this Paragraph 9.c.iii shall be reduced by (A) any unapplied prepetition retainers with respect to each retained professional, (B) the amounts already paid to such professionals in the Chapter 11 Cases, and (C) subject to Paragraph 9(f), any unencumbered funds in the Debtors' estates and the proceeds of any unencumbered property of the Debtors' estates (collectively, the “Unencumbered Property”) generally available to pay such Professional Fees and Expenses.

d. Avoidance Actions Carve-Out. To the extent that the Professional Fees and Expenses exceed the amounts set forth in Paragraph 9.c.iii, an additional carve-out of \$300,000 (in the aggregate) from the proceeds of the Avoidance Actions shall be available for the payment of the Professional Fees and Expenses, only to the extent that such Professional Fees and Expenses:

- i. were incurred or accrued prior to the earlier of (a) the Termination Date or the expiration of the Initial Term, or, if applicable, the Extended Term, or (b) receipt by the Debtors post-petition of notice of an Event of Default; and
 - ii. are in accordance with the Budget.
- e. Conversion and Reservation of Rights. In no event shall any retainers or the Carve-Out be used to pay any fees or expenses arising after the conversion of this Chapter 11 Case to a case under Chapter 7 of the Bankruptcy Code, except as provided for in Paragraph 9.b. Nothing herein shall be construed as consent to the allowance of any fees and expenses of a retained professional, or shall affect any party's rights to object to the allowance and payment of such fees and expense, all of such rights being expressly preserved.
- f. No Contest Clause. Notwithstanding anything herein to the contrary, no portion of the Post-Petition Financing or the Carve-Out shall be used or available to pay Professional Fees and Expenses incurred by any party in connection with the assertion or joinder in any claim, counterclaim, action, proceeding, application, motion, objection, defense or other contested matter or adversary proceeding seeking the entry of any order, judgment, or determination (i) challenging the amount, extent, validity, perfection, priority or enforceability of the DIP Lender Liens, Superpriority Claims granted herein to DIP Lender, the DIP Lender Indebtedness, the Pre-Petition Sun Life Liens, and the Sun Life Pre-Petition Indebtedness; (ii) invalidating, setting aside, avoiding, subordinating, or otherwise, affecting the DIP Lender's and Sun Life's claims and interests in the Debtors' cases; (iii) preventing, hindering or delaying the DIP Lender Lender's assertion or enforcement of the DIP Lender Lien Liens or realization upon any Collateral; (iv)

preventing, hindering or delaying Sun Life's assertion or enforcement of the Pre-Petition Sun Life Liens or realization upon any Sun Life Pre-Petition Collateral; (v) approving either (A) the sale or other disposition of any Collateral which is not permitted under the Loan Agreements, or (B) the incurrence of any indebtedness which is not permitted under the Loan Agreements or under the Budget, in each case, to the extent the DIP Lenders have not provided their express written consent; or (vi) asserting any other claims or causes of action against DIP Lender; provided, however, that counsel for the Creditors' Committee may use up to \$25,000 of the budgeted Post-Petition Financing and Carve-Out (set out in Paragraph 9.c.iii above) to investigate, but not challenge, the amount, validity, perfection, priority, extent or enforceability of the DIP Lender Pre-Petition Indebtedness, DIP Lender Pre-Petition Liens, Pre-Petition Sun Life Liens, and the Sun Life Pre-Petition Indebtedness. Further, notwithstanding any limits on the use of Cash Collateral, Post-Petition Financing, or the Carve-Out the Unencumbered Property may be used to challenge the DIP Lender Pre-Petition Indebtedness, DIP Lender Pre-Petition Liens, Pre-Petition Sun Life Liens, and the Sun Life Pre-Petition Indebtedness and the attorneys' fees, expenses, and other costs of such challenge shall be paid out of the Unencumbered Property before such funds are generally available to pay or reduce the Professional Fees and Expenses which are a Carve-Out of Cash Collateral pursuant to this Order.

g. For the avoidance of doubt, assuming that no Event of Default has been declared, the Initial Term (or, if applicable, the Extended Term) has not expired, or the Termination Date has not occurred, and subject to the No Contest Clause in Paragraph 9.f, Professional Fees and Expenses may be paid pursuant to the Budget and out of cash

flow of the Debtors' operations even if such Professional Fees and Expenses exceed the amounts set forth in Paragraph 9.c and 9.d.

10. Application of Payments. Proceeds or payments received by the DIP Lender, or any advances or reserves contemplated herein, shall be applied by the DIP Lender as follows:

- a. First, to the payment of DIP Lender Pre-Petition Indebtedness;
- b. Second, to the payment of Post-Petition Indebtedness including all accrued and accruing interest, costs and expenses, including reasonable attorneys' fees; and
- c. Third, to the payment of the Post-Petition Indebtedness consisting of principal.

11. Term.

a. Initial Term. The agreement by the DIP Lender to make any Post-Petition Financing available to the Debtors under the Loan Agreements and to allow the use of Cash Collateral and the Collateral shall continue until and shall include April 3, 2016 or such earlier date as all DIP Lender Indebtedness is paid in full, unless (a) terminated prior to this date upon the occurrence of the Termination Date or (b) otherwise pursuant to the terms of the Loan Agreements or this Order (the "Initial Term"). During the Initial Term, Debtors are required to use commercially reasonable efforts to secure refinancing of the DIP Lender Indebtedness and the Sun Life Pre-Petition Indebtedness and to pursue potential sale opportunities with respect to its assets and/or businesses. Debtors shall provide a report to DIP Lender and Sun Life on the 30th day of each month detailing its efforts to secure refinancing or sale opportunities.

b. Milestones and Extended Term. Attached as **Exhibit C** is a list of several performance milestones. The performance milestones must be demonstrated to the

satisfaction of DIP Lender and Sun Life and verified by an independent third party agreeable to both DIP Lender and Sun Life (if either or both so chose). If Debtors fail to meet the six (6) month performance milestone as set forth in Exhibit C, then Debtors are required to immediately initiate a sale process of their businesses and assets to conclude by the end of the Initial Term. If Debtors accomplish their six (6) month performance milestone, then the Initial Term is automatically extended until July 3, 2016 (the "Extended Term"); provided, however, if Debtors fail to meet the nine (9) month performance milestone as set forth in Exhibit C, then Debtors are required to immediately initiate a sale process of their businesses and assets to conclude by the end of the Extended Term. During the Extended Term, Debtors must continue to pursue sale opportunities and must pursue exit finance or refinance options on a commercially reasonable best efforts basis, and report to DIP Lender and Sun Life on a bi-weekly basis regarding the progress of such efforts.

12. Termination of Post-Petition Financing and Use of Cash Collateral. If a Default or an Event of Default as defined in the Loan Agreements, or in this Order (other than those Defaults or Events of Default excepted in Paragraph 13 of this Order) occurs, the DIP Lender shall have the right to immediately suspend funding under the Post-Petition Financing after the DIP Lender provides four (4) business days (the "Notice Period") prior written notice to the Debtors ("Default Notice"), and the DIP Lender may terminate the Post-Petition Financing (the date of any such termination, the "Termination Date") and declare the Loans to be immediately due and payable. Moreover, the automatic stay pursuant to Code § 362(a) shall be deemed lifted and modified, without further order of this Court, to permit the DIP Lender to exercise any and all of its rights and remedies under the Loan Agreements and this Order and to permit Sun Life

to exercise any and all of its rights and remedies under the Sun Life Pre-Petition Loan Agreements; provided, however, that the obligations and rights of the DIP Lender and the Debtors with respect to all transactions which have occurred prior to the Termination Date shall remain unimpaired and unaffected by any such termination and shall survive such termination; and provided, further, that upon such termination, the DIP Lender shall be deemed to have retained all of its rights and remedies including, without limitation, as provided in the Loan Agreements and under the Code and Rules. The Debtors' right to use Cash Collateral shall terminate automatically on the Termination Date; provided, however, that subsequent to the issuance of the Default Notice the Debtors or the Committee may seek entry of an Order after notice and hearing allowing use of Cash Collateral and prohibiting the DIP Lender from taking the actions contemplated in this paragraph. Further, this Order is without prejudice to (a) DIP Lender or Sun Life seeking the early termination of the Post-Petition Financing and Debtor's use of Cash Collateral prior to the expiration of the Term for cause, including lack of adequate protection or (b) Debtors and Committee opposing such early termination.

13. Events of Default. An Event of Default under this Order shall include:

- a. The entry of an order dismissing any of these Chapter 11 Cases or converting any of these Chapter 11 Cases to Chapter 7 cases;
- b. The entry of an order appointing a Chapter 11 trustee in any of these Chapter 11 Cases;
- c. The entry of an order granting any other claim a lien equal or superior to the claims and liens granted to the DIP Lender (except pursuant to an Order under Code § 506(c));

d. The entry of an order staying, reversing, vacating or otherwise modifying the Post-Petition Financing under the Interim Order or this Order without the DIP Lender's prior written consent;

e. The entry of an order in any of these Chapter 11 Cases appointing an examiner having enlarged powers beyond those set forth under Code § 1106(a)(3) and (4);

f. An Event of Default or Default under the Loan Agreements (except those defaults under the DIP Lender Pre-Petition Loan Agreements that existed as of the Petition Date or arose on account of the Debtors' bankruptcy filings);

g. Any post-petition material representation or material warranty by the Debtors that is incorrect or misleading in any material respect when made;

h. There shall occur a material adverse disruption or change in the operation of the Debtors' business and assets or a change of control shall occur other than: (i) with the DIP Lender's consent; or (ii) pursuant to a plan of reorganization or liquidation in which the DIP Lender Indebtedness is repaid in full, on the effective date of such plan unless otherwise consented by the DIP Lender in its sole discretion;

i. The entry of any order granting any relief from the automatic stay so as to allow a third party to proceed against any material asset or assets of the Debtors, other than relating to assets subject to Permitted Liens which if granted will not materially or adversely affect current operations;

j. The commencement of any actions adverse to the DIP Lender or its rights and remedies under this Order or any other Bankruptcy Court order;

k. The entry of an order confirming a plan of reorganization in these Chapter 11 Cases unless such order provides for payment in full in cash of all DIP Lender Indebtedness on or before the effective date of the plan of reorganization (which must be no more than 30 days after the a confirmation order) that is the subject of such order, unless otherwise consented by the DIP Lender in its sole discretion;

l. The entry of an order confirming a plan of reorganization in these Chapter 11 Cases unless such order provides for payment in full in cash of all Sun Life Pre-Petition Indebtedness on or before the effective date of the plan of reorganization (which must be no more than 30 days after the a confirmation order) that is the subject of such order, unless otherwise consented by Sun Life in its sole discretion;

m. The failure to pay in full the DIP Lender Indebtedness by the last day of the Initial Term or the Extended Term to the extent the Initial Term is extended pursuant to Paragraph 11.b;

n. The expenditures of the Debtors exceed the allowed variances as set forth in Paragraph 8 herein;

o. Entry of an order granting, or there shall arise, a claim that is equal or senior to the superpriority claims of the DIP Lender;

p. The cessation of day-to-day operations of Debtors;

q. Any loss of accreditation or licensing of Debtors that would materially impede or impair the Debtors' ability to operate as a going concern;

r. The commencement of any actions adverse to the DIP Lender or its rights and remedies under this Order, or any other Bankruptcy Court order;

- s. Any material provision of this Order for any reason ceases to be enforceable, valid, or binding upon the Debtors, or any party so asserts in writing;
- t. Debtors' failure to use commercially reasonable efforts to pursue sale and refinancing opportunities during the Initial Term; and
- u. Debtors' failure to use commercially reasonable best efforts to pursue sale and refinancing opportunities during the Extended Term.

The term "Default" herein means the occurrence of any event which except for the passage of time or the giving of notice or both would constitute an Event of Default (as defined in the Loan Agreements or in this Order (other than those Defaults or Events of Default excepted in part (f) of this paragraph)).

14. Remedies Upon Default. Upon the occurrence of a Default or an Event of Default and after the Notice Period has expired and no applicable Court Order has been entered, the DIP Lender and/or Sun Life may exercise its rights and remedies and take all or any of the following actions without further modification of the automatic stay pursuant to Code § 362 which is hereby deemed modified and vacated to the extent necessary to permit such exercise of rights and remedies and the taking of such actions and without further order of or application to this Court: (a) suspend all Post-Petition Financing and Loans to the Debtors, and enjoin and prohibit the Debtors from using Cash Collateral to the extent that such Default or Event of Default would permit such relief under the Loan Agreements, as amended hereby; (b) suspend amounts in any accounts maintained with the DIP Lender, or otherwise enforce rights against all or part of any Collateral in the possession of the DIP Lender to the extent that such Default or Event of Default would permit such relief under the Loan Agreements (as amended in this Order with additional notice periods and otherwise); and/or (c) subject to the provisions of Paragraph 12 above, take

any other action or exercise any other right or remedy of the DIP Lender under the Loan Agreements, this Order, or by operation of law. Upon the Debtors' receipt of a Default Notice, the Debtors shall immediately cease making any disbursements pursuant to the Budget or otherwise, subject to further order of the Court after notice and a hearing. No failure or delay by DIP Lender in exercising any right or remedy under this Order or any Loan Documents shall constitute a waiver of, or course of dealing or performance with respect to, that right or remedy. No failure or delay by DIP Lender in demanding strict performance by any of the Debtors of any covenant or other provision of this Order shall preclude DIP Lender from subsequently demanding such strict performance. No single or partial exercise or pursuit of a right or remedy under this Order or any Loan Documents shall preclude DIP Lender from further exercising or pursuing that right or remedy.

15. Reimbursement of DIP Lender's Costs and Fees. Without further application to or order of this Court, and in consideration of other accommodations provided by the DIP Lender and Sun Life, the Debtors shall reimburse the DIP Lender and Sun Life for all reasonable out of pocket filing and recording fees, reasonable professional fees, and costs and expenses and internal audit fees and expenses incurred by the DIP Lender and Sun Life: (a) in the preparation and implementation of the Interim Order, this Order, and the various Loans and other Post-Petition Financing; (b) in the representation of the DIP Lender or Sun Life in this proceeding; and (c) as otherwise provided in the Loan Agreements. For the avoidance of doubt, the DIP Lender's Costs and Fees contemplated by this paragraph are part of the Post-Petition Indebtedness and will be paid as part of such claim. Likewise, Sun Life's Costs and Fees contemplated by this paragraph are part of the Sun Life Pre-Petition Indebtedness and will be

paid as part of such claim. Additionally, nothing herein shall prejudice a party's right to object to the reasonableness of the fees and expenses provided for by this paragraph.

16. Good Faith Protections. Having been found to be extending credit and making Loans to the Debtors in good faith, the DIP Lender and Sun Life shall be entitled to the full protection of Code § 364(e) with respect to the Post-Petition Financing and the DIP Liens created or authorized by the Interim Order and this Order in the event that the Interim Order, this Order, or any authorization contained herein is stayed, vacated, reversed or modified on appeal. Any stay, modification, reversal or vacation of this Order shall not affect the validity of any obligation of the Debtors to the DIP Lender incurred pursuant to this Order. Notwithstanding any such stay, modification, reversal or vacation, all Loans made pursuant to this Order, all use of Cash Collateral and all other Post-Petition Financing incurred by the Debtors pursuant hereto or the Loan Agreements prior to the effective date of any such stay, modification, reversal or vacation, shall be governed in all respects by the provisions hereof and the DIP Lender shall be entitled to all the rights, privileges and benefits of this Order including, without limitation, the DIP Lender Liens, and Superpriority Claims granted herein.

17. Control Disclaimer. The transactions contemplated by the Post-Petition Financing are not intended to provide the DIP Lender or Sun Life with sufficient control over the Debtors so as to subject the DIP Lender or Sun Life to any liability in connection with the management of the Debtors' business or any of the Debtors' properties. By providing the Post-Petition Financing or taking any actions pursuant to this Order, the DIP Lender and Sun Life shall not: (a) be deemed to be in control of the operations or liquidation of the Debtors; or (b) be deemed to be acting as a "responsible person" or "owner or operator" with respect to the operation, management or liquidation of the Debtors.

18. Continuing Effect of Order. The provisions of this Order and any actions taken pursuant hereto shall survive entry of any order including, without limitation, (a) confirming any plan of reorganization in any of these Chapter 11 Cases (and the Post-Petition Financing shall not be discharged by the entry of any such order or pursuant to Code § 1141(d)(4), the Debtors having hereby waived such discharge); (b) converting any of these Chapter 11 Cases to Chapter 7 cases; or (c) dismissing any of these Chapter 11 Cases, and the terms and provisions of this Order as well as the Superpriority Claims, and DIP Lender Liens granted pursuant to this Order and Loan Agreements shall continue in full force and effect notwithstanding the entry of such order, and such Superpriority Claims, and DIP Lender Liens shall maintain their priority as provided by this Order until all DIP Lender Indebtedness is indefeasibly paid in full and discharged.

19. Additional Requirements. The DIP Lender's obligations under this Order are conditional upon and subject to: (a) a reaffirmation by the Commercial Guarantors in form and text satisfactory to DIP Lender of their respective Commercial Guaranties of any and all indebtedness of the Debtors to the DIP Lender (which have been delivered to DIP Lender); (b) the payment of \$50,000 to DIP Lender ("DIP Fee") (which has been advanced as part of, and included in, the Post-Petition Financing pursuant to the terms of the Interim Order); and (c) delivery to the DIP Lender of evidence satisfactory to the DIP Lender that the Collateral is insured for the full replacement value thereof and the DIP Lender is named as loss payee and/or as additional insured on all insurance policies upon request of the DIP Lender. The DIP Lender may, at its sole discretion, retain additional third party consultants selected by the DIP Lender to review matters pertaining to the business and properties of the Debtors, each at the Debtors' sole reasonable expense (collectively, the "DIP Lender's Consultants"). The Debtors will permit the

DIP Lender's Consultants to examine the respective corporate, financial and operating records, and, at the Debtors' sole reasonable expense, make copies thereof, inspect the assets, properties, operations and affairs of the Debtors, visit any or all of the offices of the Debtors to discuss such matters with their officers, independent auditors, accountants or consultants (and the Debtors hereby authorize such independent auditors, accountants and consultant to discuss such matters with the DIP Lender's Consultants), and the Debtors will cooperate with the DIP Lender's Consultants in all respects; provided however that the Debtors reserve their right to claim that any such documents are protected under attorney client privilege to the extent permitted under applicable law.

20. Stipulations, Releases and Waivers.

a. Upon entry of the Order, the Debtors' stipulations, releases and waivers contemplated in Paragraph DD of the findings of fact and conclusions of law shall be deemed binding upon the Debtors, their bankruptcy estates, and all other parties, including, without limitation, subsequent trustees, subject to Paragraph 20.b of this Order; provided, however, the Debtors' stipulations, releases and waivers above were deemed binding upon the Debtors (not the Debtors' bankruptcy estates) immediately upon entry of the Interim Order and are not subject to Paragraph 20.b. Further, as set forth in the Interim Order and reaffirmed by this Order, the guaranty obligations being granted in connection with the Post-Petition Financing are hereby deemed to be supported by good and valuable consideration.

b. The findings, stipulations, releases and waivers contained above shall be binding upon Debtors' bankruptcy estates and all parties in interest including, without limitation, any statutory committees appointed in these Chapter 11 Cases, unless a party

in interest (other than the Debtors) has properly filed an adversary proceeding or commenced a contested matter (subject to the limitations set forth in Paragraph 9.f.) challenging the amount, validity, enforceability, perfection or priority of the DIP Lender Pre-Petition Indebtedness or the DIP Lender's Pre-Petition Liens, and/or the Sun Life Pre-Petition Indebtedness or Sun Life Pre-Petition Liens, or otherwise asserting any claims or causes of action against the DIP Lender and Sun Life relating to the DIP Lender Pre-Petition Indebtedness and the Sun Life Pre-Petition Indebtedness on behalf of the Debtors' estates, **no later than October 12, 2015** (the "Challenge Deadline"), and the Court subsequently enters a judgment in favor of the plaintiff in any such timely and properly filed adversary proceeding or contested matter. If no such adversary proceeding or contested matter is properly commenced as of the Challenge Deadline, then the findings, stipulations, releases and waivers contained above shall be binding and the DIP Lender Pre-Petition Indebtedness and Sun Life Pre-Petition Indebtedness shall constitute an allowed fully secured claims, not subject to subordination and otherwise unavoidable.

c. Subject only to the rights of set forth in paragraph 20(b), for all purposes in these Chapter 11 Cases and any subsequent Chapter 7 cases, the DIP Lender's liens on the DIP Lender Pre-Petition Collateral and Sun Life's liens on the Sun Life Pre-Petition Collateral shall be deemed legal, valid, binding, perfected, not subject to defense, counterclaim, offset of any kind, subordination and otherwise unavoidable, and the DIP Lender, the DIP Lender Pre-Petition Indebtedness and the DIP Lender's liens on the DIP Lender Pre-Petition Collateral shall not be subject to any other or further challenge by any party in interest seeking to exercise the rights of the Debtors' estates including, without limitation, any successor thereto. If any such adversary proceeding or contested

matter is properly commenced as of the Challenge Deadline, the findings contained in the recital paragraphs of this Order shall nonetheless remain binding on all parties in interest except to the extent that such findings were expressly and timely challenged in such adversary proceeding or contested matter and the Court subsequently enters a judgment in favor of the plaintiff in any such timely and properly filed adversary proceeding or contested matter.

d. Iowa Department of Revenue. This Order does not preclude the Iowa Department of Revenue (“IDR”) from attempting to establish that funds held by the Debtor or any secured creditor are held in trust and are not part of the bankruptcy estate, and shall not preclude the IDR from seeking additional relief with respect to such claims. Nothing in this paragraph, however, shall preclude the Debtor or any secured creditor from challenging any such assertions or contending that such funds are not held in trust for the IDR. Furthermore, the security interests granted by this Order shall not attach to any funds that the Court, after notice and hearing, determines are held in trust for the IDR. Nothing herein contained shall affect or impair the IDR’s right to seek adequate protection of its interests.

e. Kansas Turnpike Authority. Kansas Turnpike Authority (“KTA”) asserts that it has some interest in or lien on \$250,000 in performance guaranty deposits made by one or more of the Debtors prior to the Petition Date, which are currently held by KTA (the “KTA Deposits”). KTA further asserts a right of offset with respect to the KTA Deposits. The Debtors dispute KTA’s assertions and reserve the right to challenge any rights KTA may have with respect to the KTA Deposits. So that there is no misunderstanding, under the terms of this Order, if this Court or another court of proper

jurisdiction were to determine that KTA has a valid, perfected, and enforceable pre-petition interest in or lien on the KTA Deposits that is senior to the DIP Lender's liens securing the DIP Lender Pre-Petition Indebtedness, then the DIP Liens shall be deemed to be junior to the KTA interest in or lien on the KTA Deposits, subject to whatever rights KTA may have with respect to the KTA Deposits. However, if this Court or another court of proper jurisdiction were determine that KTA has no valid interest in or lien on the KTA Deposits (or the DIP Lender's liens securing the DIP Lender Pre-Petition Indebtedness are determined to be senior), the DIP Lender shall be deemed to have a first priority lien on the KTA Deposits. Nothing contained herein shall be deemed to be a waiver or modification of any rights the Debtors or the DIP Lender may have to challenge KTA's claimed interest in or lien on the KTA Deposits. Moreover, nothing contained herein shall be deemed to be a waiver or modification of any claim, defense, counterclaim, right of setoff or other cause of action the Debtors may have against KTA with respect to the KTA Deposits, the Contracts (as defined in the KTA Objection (doc. no. 124)), or any and all claims, defenses, counterclaims, rights of setoff or other causes of action arising out of or related to the KTA Deposits or the Contracts. All such rights are expressly reserved.

21. DIP Lender's Rights Not Prejudiced. Except as expressly provided herein, this Order shall be without prejudice to any and all rights, remedies, claims and causes of action which the DIP Lender may have against the Debtors or any third parties, and without prejudice to the right of the DIP Lender to seek relief from the automatic stay in effect pursuant to Code § 362, or any other relief in these Chapter 11 Cases, and the right of the Debtors or the Committee to oppose any such relief by contesting the existence of a Default or an Event of Default and as

otherwise consistent with the terms of this Order, subject to Paragraphs 12 and 14 hereof. In no event shall DIP Lender be subject to the equitable doctrine of “marshaling” or any other similar doctrine with respect to any Collateral.

22. Authorization to Perform Additional Acts. The Debtors are authorized to perform all acts, and execute and comply with the terms of such other documents, instruments and agreements in addition to the Loan Agreements, as the DIP Lender may reasonably require, as evidence of and for the protection of the Post-Petition Financing, or which otherwise may be deemed reasonably necessary by the DIP Lender to effectuate the terms and conditions of this Order and the Loan Agreements.

23. Waivers. In order to be effective any waiver by DIP Lender of the provisions of this Order or consent required under this Order must be in writing, which includes electronic mail.

24. Financial Reporting and Inspection of Collateral. Debtors shall provide a weekly report on actual revenue and expenses no later than Wednesday at 5:00 p.m. central time for the week preceding the week in which the report is made. Such report shall be in a form as mutually agreed to by Debtors and DIP Lender. Further, Debtors shall provide DIP Lender their consolidated balance sheet and profit and loss statements no later than the 30th day of the month for the month proceeding the month in which the report is made. Additionally, DIP Lender and Sun Life shall have the right to examine all of Debtors’ books and records and the Collateral, including bank records relating to prepetition and post-petition time periods, upon three (3) business days advance notice, during normal business hours.

25. Successors and Assigns. The provisions of this Order shall be binding upon and inure to the benefit of DIP Lender, Sun Life, the Debtors, and their respective successors and

assigns (including, without limitation, any Chapter 11 or Chapter 7 trustee, examiner, or other fiduciary hereafter appointed for the Debtors or with respect to any of the Debtors' property).

26. Conflicts. To the extent there exists any conflict between the Loan Agreements, and the terms of this Order, this Order shall govern to the extent of the conflict.

IT IS SO ORDERED.

Dated: July 29, 2015.

/s/Arthur B. Federman
UNITED STATES BANKRUPTCY JUDGE

STIPULATED AND AGREED:

STINSON LEONARD STREET LLP

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Patrick R. Turner NE # 23461 (*pro hac* pending)
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ATTORNEYS FOR SUN LIFE ASSURANCE COMPANY OF CANADA

EXHIBIT A – Primed Collateral

1. 11919 Fort St., Omaha, NE, legally described in the DIP Loan Documents;
2. 611 East Broadway, Council Bluffs, IA, legally described in the DIP Loan Documents;
3. 503 9th Avenue, Council Bluffs, IA, legally described in the DIP Loan Documents; and
4. 1200 Locust, Glenwood, IA, legally described in the DIP Loan Documents.

EXHIBIT B –Initial Budget

EXHIBIT C – Performance Milestones

Performance Milestone	Date
\$800,000 EBITDA	Six Month Milestone (January 4, 2016)
\$925,000 EBITDA, Debtors continue to demonstrate performance at such a level such that 2016 EBITDA would exceed \$1.5 million, or any amount otherwise agreed to by DIP Lender and Sun Life in writing.	Nine Month Milestone (April 4, 2016)

GasMart Inc and Related Entities
Revised Interim DIP Budget - August

Week Ending	8/2/2015	8/9/2015	8/16/2015	8/23/2015
	Projected	Projected	Projected	Projected
	Week 1	Week 2	Week 3	Week 4
Beginning Cash	\$ 209,384	\$ 173,817	\$ 168,686	\$ 163,090
Operating Cash Flow				
GM Store Deposits	\$ 350,000	\$ 350,000	\$ 385,000	\$ 400,000
AR Store Deposits	\$ 210,000	\$ 210,000	\$ 231,000	\$ 250,000
Phillips 66 Credit Card Processing	\$ -	\$ -	\$ -	\$ -
Fee Op Management Fee	\$ 62,750	\$ 62,750	\$ 62,750	\$ 62,750
Citgo Credit Card Processing	\$ 385,000	\$ 420,000	\$ 480,000	\$ 480,000
Accounts Receivable	\$ 20,000	\$ 20,000	\$ 25,000	\$ 20,000
Supplier Rebates	\$ 10,000	\$ 15,000	\$ 40,000	\$ 25,000
Other Income(Rent,Coupons,Rebates)	\$ 10,000	\$ 25,000	\$ 25,000	\$ 25,000
Total Sources of Cash	\$ 1,047,750	\$ 1,102,750	\$ 1,248,750	\$ 1,262,750
Operating uses of cash				
Fuel	\$ 350,000	\$ 350,000	\$ 400,000	\$ 400,000
Store Inventory	352,000	315,000	315,000	315,000
Payroll	265,000	-	265,000	-
Store Other Operating	110,000	110,000	110,000	110,000
Taxes	-	25,000	31,000	25,000
Leases	72,971	-	-	-
Overhead	100,000	100,000	100,000	100,000
Fran Transport Operating Costs	20,186	20,186	20,186	20,186
G&G Operating Costs	13,160	13,160	13,160	13,160
Total Operating Cash Disbursements	\$ 1,283,317	\$ 933,346	\$ 1,254,346	\$ 983,346
Total Operating Cash Flow	\$ (235,567)	\$ 169,404	\$ (5,596)	\$ 279,404
Debt Service and Restructuring Costs				
Gasmart USA Adequate Protection	\$ -	\$ 110,911	\$ -	\$ -
Aving Rice Adequate Protection	-	48,624	-	-
DIP Drawdown	(200,000)	(200,000)	-	-
DIP Fee	-	-	-	-
Debtors' Counsel Fees	-	160,000	-	-
Special Counsel Fees	-	25,000	-	-
Committee Counsel Fees	-	20,000	-	-
Other Professional Fees	-	10,000	-	-
Holiday Weekend Loss	-	-	-	-
Total Debt Service and Restructuring Costs	\$ (200,000)	\$ 174,535	\$ -	\$ -
Net Cash Flow	\$ (35,567)	\$ (5,131)	\$ (5,596)	\$ 279,404
Ending Cash	\$ 173,817	\$ 168,686	\$ 163,090	\$ 442,494

8/30/2015

Projected
Week 5
\$ 442,494
\$ 400,000
\$ 250,000
\$ -
\$ 62,750
\$ 562,500
\$ 20,000
\$ 25,000
\$ 15,000
\$ 1,335,250
\$ 450,000
565,000
195,000
110,000
135,000
100,000
20,186
13,160
\$ 1,588,346
\$ (253,096)
\$ -
-
-
-
-
-
-
-
-
-
\$ -
\$ (253,096)
\$ 189,398

Western District of Missouri Claims Register

[15-41918-abf11 Fran Transport & Oil Co.\(JOINT ADMIN-All Docketing to be done in 15-41915\)](#)

Judge: Arthur B. Federman **Chapter:** 11
Office: Kansas City **Last Date to file claims:**
Trustee: **Last Date to file (Govt):**

<i>Creditor:</i> (15702104) UMB Bank, N.A. (ADMINISTRATIVE) c/o Eric L. Johnson, Esq. Spencer Fane LLP 1000 Walnut St., Suite 1400 Kansas City, MO 64106	Claim No: 10 <i>Original Filed</i> Date: 06/14/2016 <i>Original Entered</i> Date: 06/14/2016	<i>Status:</i> Filed by: AT Entered by: Eric L. Johnson Modified:
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Admin claimed: \$2744555.87				
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History:

Details	10-1	06/14/2016 Claim #10 filed by UMB Bank, N.A., Admin claimed: \$2744555.87 (Johnson, Eric)
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Description: (10-1) Post-Petition Financing, Section 507(b) Claim

Remarks:

Claims Register Summary

Case Name: Fran Transport & Oil Co.(JOINT ADMIN-All Docketing to be done in 15-41915)

Case Number: 15-41918-abf11

Chapter: 11

Date Filed: 07/02/2015

Total Number Of Claims: 1

Total Amount Claimed*	
Total Amount Allowed*	

*Includes general unsecured claims

The values are reflective of the data entered. Always refer to claim documents for actual amounts.

	Claimed	Allowed
Secured		
Priority		
Administrative	\$2744555.87	