



Dated: May 23, 2012, 11:48 AM

The following is ORDERED:

Niles Jackson
United States Bankruptcy Judge

**UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF OKLAHOMA**

In re)	Case No. BK-10-16334-NLJ
)	Jointly Administered With:
FIRST NATIONAL BUILDING I, LLC, and)	Case No. BK-10-16335-NLJ
FIRST NATIONAL BUILDING II, LLC,)	
)	Chapter 11
)	
Debtors.)	
)	
)	
)	

**ORDER GRANTING MOTION OF DEBTORS
FOR ENTRY OF ORDER DISMISSING BANKRUPTCY CASES**

There comes on for hearing and consideration on the 2nd day of May 2012 *Motion of Debtors for Entry of Order Dismissing Bankruptcy Cases* [Docket No. 322] (the "Motion") filed by First National Building I, LLC and First National Building II, LLC, the debtors and debtors in possession in the above-captioned jointly administered chapter 11 bankruptcy cases (collectively, the "Debtors"). For good cause shown and based upon (i) the Motion and all papers filed by the Debtors in support thereof, (ii) the

responses to the Motion filed by the United States Trustee (“UST”), Capmark Bank and Capmark CDF Subfund VI LLC (collectively, “Capmark”), LVI Environmental Services, Inc. (“LVI”) and Williams Automatic Sprinkler, L.L.C. (“Williams”), (iii) the settlement entered into by and between the Debtors and LVI (the “LVI Settlement”), as described in that certain *Motion Pursuant to Federal Rule of Bankruptcy Procedure 9019 for Authority to Compromise Controversy With LVI Environmental Services, Inc.* [Docket No. 337] (the “LVI Settlement Motion”), (iv) the Order [Docket No. 344] entered by this Court granting the LVI Settlement Motion and approving the LVI Settlement, (v) that certain *Notice of Agreement for Extension of Statute of Limitations* [Docket No. 342] submitted by the Debtors and Williams, (vi) the Order [Docket No. 346] entered by this Court granting that certain *Motion Pursuant to Federal Rule of Bankruptcy Procedure 9019 for Authority to Compromise Controversy With Devon Energy Production Co., L.P.* [Docket No. 333] (the “Devon Settlement Motion”), as supplemented by that certain *Supplement to Motion Pursuant to Federal Rule of Bankruptcy Procedure 9019 for Authority to Compromise Controversy with Devon Energy Production Co., L.P.* [Docket No. 343] (the “Supplement”), (vii) the statements and representations made at the hearing on the Motion by counsel for the Debtors, Williams, Devon, Capmark and the UST, (viii) the entire record of the Debtors’ bankruptcy cases, and (ix) the representations of counsel that Capmark’s objection to the proposed form of the order on the Motion has been resolved in accordance with the terms and conditions set forth herein, the Court finds that the Motion should be granted, subject to the terms set forth in this Order. Accordingly,

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Motion is granted, subject to the terms and conditions set forth in this Order; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that, within ten (10) days of the entry of this Order, the Debtors shall pay to the UST all outstanding disbursement fees which are due and payable pursuant to 28 U.S.C. § 1930(a)(6), as follows: (i) First National Building I, LLC – 1Q 2012 (\$4,875.00) and 2Q 2012

(\$4,875.00), and (ii) First National Building II, LLC – 1Q 2012 (\$4,875.00) and 2Q 2012 (\$4,875.00); and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Debtors shall continue to maintain and operate the real property commonly known as the First National Center and located at 120 N. Robinson Avenue in Oklahoma City (the “Property”), through and including June 26, 2012 or such later date as the Debtors and Capmark may agree to, in accordance with the cash collateral budget approved by this Court pursuant to the Order entered on March 5, 2012 [Docket No. 304] and the further cash collateral budget attached as Exhibit “1” hereto; and

IT IS FURTHER ORDERED, AJUDGED AND DECREED that this Court shall, notwithstanding the dismissal of the Debtors’ chapter 11 bankruptcy cases, retain jurisdiction sufficient to hear any dispute, claim or controversy arising out of or relating to the terms, conditions and obligations contained in the following settlements approved by this Court: (i) that certain *Settlement Agreement* entered into by the Debtors, M. Aaron Yashouafar and Simon Barlava, on the one hand, and Capmark, on the other hand (the “Capmark Settlement Agreement”), which was approved pursuant to the Order entered by this Court on March 28, 2012 [Docket No. 315], (ii) that certain *Stipulation for Relief from Stay and Joint Application for Appointment of Receiver* entered into by the Debtors and Capmark, which were approved pursuant to the Order entered by this Court on March 28, 2012 [Docket No. 316], (iii) that certain *Release and Settlement Agreement* entered into by the Debtors and Milbank Holding Corp. d/b/a Milbank Real Estate Services, on the one hand, and Williams, on the other hand, which was approved pursuant to the Order entered by this Court on October 19, 2011 [Docket No. 252], (iv) that certain settlement reached by the Debtors, M. Aaron Yashouafar and Simon Barlava, on the one hand, and LVI, on the other hand, as set forth in the LVI Settlement Motion, which was approved pursuant to the Order entered by this Court on May 2, 2012 [Docket No. 344]; and (v) that certain settlement reached by the Debtors and Devon, as set forth in the

Devon Settlement Motion, as supplemented by the Supplement, which was approved pursuant to the Order entered by this Court on May 3, 2012 [Docket No. 346]; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Closing Date under the Capmark Settlement Agreement is hereby extended, from May 27, 2012 to and including June 26, 2012; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Debtors shall promptly deposit the sum of \$250,000 in immediately available federal funds (the "Additional Deposit"), which sum shall not come from the Debtors' existing cash collateral, into a client trust account maintained by Levene, Neale, Bender, Yoo & Brill L.L.P. ("LNBYB"); and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that LNBYB shall release the Additional Deposit to Capmark within three (3) business days following the entry of this Order; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the amount of the Additional Deposit shall be applied, on the Closing Date (as extended herein), towards the Cash Payment Amount (as that term is defined in the Capmark Settlement Agreement); and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that, in the event the Lender DIP Fund Payment (as that term is defined in the Capmark Settlement Agreement) or the Cash Payment Amount is not timely paid to Capmark, or the settlement contemplated by the Capmark Settlement Agreement is not timely consummated due to a breach by the Debtors of the terms of the Capmark Settlement Agreement, the Additional Deposit shall be nonrefundable and shall be retained by Capmark; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that, in the event the Lender DIP Fund Payment or the Cash Payment Amount is not timely paid to Capmark, or the settlement contemplated by the Capmark Settlement Agreement is not

timely consummated due to a breach by the Debtors of the terms of the Capmark Settlement Agreement, the Debtors shall promptly turn over all cash in the Debtors' debtor in possession bank account(s), less the sum of \$335,000 which shall be used to pay outstanding administrative expenses incurred during the pendency of the Debtors' bankruptcy cases, to Capmark or to a duly appointed receiver for the Property, at Capmark's option; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the thirty (30) day period set forth in 11 U.S.C. § 108(c)(1) as it pertains to the Mechanic's Lien filed by Williams against the Property (including any amendments thereto) is hereby extended for a period of ninety (90) days following the entry of this Order; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Debtors shall be prohibited from filing for protection under any provision of 11 U.S.C. § 101 *et. seq.* for a period of one hundred eighty (180) days following the entry of this Order; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Debtors' bankruptcy cases are hereby dismissed effective immediately upon the entry of this Order.

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Approved for entry:

/s/ Mark B. Toffoli
Mark B. Toffoli, OBA No. 9045
Andrews Davis, P.C.
100 North Broadway, Suite 3300
Oklahoma City, Oklahoma 73102
Telephone: (405) 272-9241
Facsimile: (405) 235-8786
Email: mtoffoli@andrewsdavis.com
Attorneys for Debtors

/s/ Juliet Y. Oh

David L. Neale (*pro hac vice*)
Juliet Y. Oh (*pro hac vice*)
Levene, Neale, Bender, Yoo
& Brill L.L.P.
10250 Constellation Blvd., Suite 1700
Los Angeles, California 90067
Telephone: (310) 229-1234
Facsimile: (310) 229-1244
Email: dln@lnbyb.com, jyo@lnbyb.com
Attorneys for Debtors

/s/ Charles E. Snyder

Charles E. Snyder, OBA No. 8441
Office of the United States Trustee
215 Dean A. McGee, Room 408
Oklahoma City, Oklahoma 73102
Telephone: (405) 231-5961
Facsimile: (405) 231-5958
Email: Charles.Snyder@usdoj.gov
Attorneys for United States Trustee

/s/ Beauchamp M. Patterson

Beauchamp M. Patterson, OBA No. 19188
McAfee & Taft A Professional Corporation
10th Floor, Two Leadership Square
211 North Robinson Avenue
Oklahoma City, Oklahoma 73102
Telephone: (405) 235-9621
Facsimile: (405) 235-0439
Email: beau.patterson@mcafeetaft.com
Attorneys for LVI Environmental Services, Inc.

/s/ Bruce F. Klein

Bruce F. Klein, OBA No. 11389
Bruce F. Klein, PLLC
222 N.W. 13th Street
Oklahoma City, Oklahoma 73103
Telephone: (405) 505-4448
Facsimile: (405) 523-2108
Email: bruce@bfkleinlaw.com
Attorneys for Williams Automatic Sprinkler, L.L.C.

/s/ Kiran A. Phansalkar

Kiran A. Phansalkar, OBA No. 11470

Caleb N. McCoy, OBA No. 30640

Conner & Winters, LLP

1700 One Leadership Square

211 North Robinson Avenue

Oklahoma City, OK 73102-7101

Telephone: (405) 272-5711

Facsimile: (405) 232-2695

Email: KPhansalkar@cwlaw.com, CMccoy@cwlaw.com

Attorneys for the Devon Energy Production Co., L.P.

EXHIBIT “1”

[Cash Collateral Budget for June, 2012]

First National Center – Operating Budget
June, 2012

	Jun-12
INCOME	
Rental Income	\$ 488,270.00
Collection Loss	\$ (9,765.40)
TOTAL INCOME	\$ 478,504.60
EXPENSES	
CLEANING SUPPLIES	\$ 4,200.00
DAY PORTER	\$ 2,000.00
INSURANCE *	\$ 5,878.00
REAL ESTATE TAXES *	\$ 12,350.00
JANITORIAL	\$ 24,000.00
WASTE REMOVAL	\$ 900.00
FIRE AND LIFE SAFTY	\$ -
ELECTRICAL	\$ 100.00
ELEVATORS	\$ 7,800.00
ENGINEERING SERVICES	\$ 17,684.00
EXTERMINATOR	\$ 350.00
HVAC REPAIR	\$ 100.00
OTHER BLDG MAINT	\$ 3,500.00
PARKING & GARAGE	\$ 25,650.00
PLUMBING	\$ 500.00
SUPPLIES	\$ 2,000.00
ELECTRICITY	\$ 55,000.00
GAS	\$ 300.00
WATER	\$ 5,000.00
SEWER	\$ 5,000.00
CHILLED WATER	\$ 35,000.00
STEAM	\$ 40,000.00
MANAGEMENT FEE	\$ 7,180.00
SECURITY SERVICE	\$ 12,406.00
MISCELLANEOUS EXP	\$ 500.00
ADMIN AUTO EXP	\$ 50.00
PAYROLL	\$ 20,664.00
BANK CHARGES	\$ 250.00
DRAFTING FEE	\$ 500.00
LICENSE AND PERMITS	\$ 500.00
TELEPHONE	\$ 2,400.00
ADVERTISING	\$ -
CONSTRUCTION-TI	\$ -
CONSTRUCTION MATERIAL	\$ -
COMMISSION EXPENSE	\$ -
UST QUARTERLY FEE	\$ -

INTEREST PAYMENT TO CAPMARK	\$ 125,192.00
TOTAL EXPENSES	\$ 416,954.00
BEGINNING CASH BALANCE	\$ 1,137,432.60
TOTAL COLLECTION	\$ 478,504.60
LESS: TOTAL EXPENSE	\$ 416,954.00
ENDING CASH BALANCE	\$ 1,198,983.20

* Payments to be made directly to Lender