

Dated: December 18, 2014

The following is ORDERED:



Tom R. Cornish

TOM R. CORNISH
UNITED STATES BANKRUPTCY JUDGE

UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF OKLAHOMA

In re:)	Chapter 11
)	
Texoma Peanut Company)	Case No. 14-81334
Debtors.)	
)	Jointly Administered

**AGREED ORDER APPROVING MODIFICATION TO FINAL AGREED ORDER
AUTHORIZING LIMITED USE OF CASH COLLATERAL, OBTAINING
POST-PETITION CREDIT SECURED BY SENIOR LIENS, AND
GRANTING ADEQUATE PROTECTION TO EXISTING LIENHOLDERS**

At a hearing on December 17, 2014 (the "Hearing"), this Court considered the *Motion for Approval of Agreed Modification to Final Agreed Order Authorizing Limited Use of Cash Collateral, Obtaining Post-Petition Credit Secured by Senior Liens, and Granting Adequate Protection to Existing Lienholders* [Docket No. 182] (the "Motion")¹ filed by Texoma Peanut

¹ Capitalized terms that are not defined herein shall have the meanings given to them in the Motion.

Company, Clint-Co Peanut Company, and Clint Williams Company-Western Division LLC, as debtors-in-possession of their bankruptcy estates (collectively, the “Debtors”). The Court hereby finds and determines that (i) the Court has jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, (ii) the consideration of the Motion and the relief requested therein is a core proceeding pursuant to 28 U.S.C. § 157(b), (iii) venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409, (iv) notice of the Motion is reasonable and sufficient in light of the circumstances and nature of the relief requested in the Motion and no other or further notice of the Motion is necessary, (v) the legal and factual bases set forth in the Motion establish just cause for the relief granted herein, (vi) granting the relief set forth herein is in the best interests of the Debtors’ estates and creditors. **NOW, THEREFORE, IT IS HEREBY ORDERED THAT:**

1. The Motion is **GRANTED** as set forth herein.
2. All objections to the relief requested in the Motion, if any, that have not been withdrawn, waived, or settled as announced to the Court are denied and overruled in their entirety on the merits.
3. The Financing Order is hereby modified by substituting the below paragraphs in the place of the equivalent numbered paragraphs in the Financing Order:
 34. Amounts set forth in the Budget for the fees and expenses of the Debtors’ professionals shall be set aside weekly and held by the Debtors in a segregated account (the “Professional Fee Escrow”). The amount paid by the Debtors in any month for the fees and expenses of the Debtors’ professionals, whether with Cash Collateral or advances under the DIP Facility, shall only be paid upon allowance or authorization by the Court from funds on deposit in the Professional Fee Escrow and shall not exceed the amount set forth in the Budget for such month.
 58. Lender hereby consents to the professionals retained pursuant to an order of this Court by the Debtors (collectively, the “Estate Professionals”) retaining any

retainers held as of the Petition Date, provided that such retainers are used first for payment of allowed fees and expenses of such firms holding such retainers prior to any payment from the Professional Fee Escrow. Lender and WFEFI consent, subject to the terms and conditions set forth in this Financing Order, to a carve out from their Collateral for the payment of (i) fees payable to the United States Trustee pursuant to 28 U.S.C. 1930 and (ii) the allowed professional fees and expenses of Estate Professionals in an amount not to exceed (a) the amounts set forth in the Budget and paid into the Professional Fee Escrow to be used to pay fees earned and expenses incurred prior to the occurrence of an Event of Default, plus (b) an aggregate amount not to exceed \$30,000.00 to be used to pay fees earned and expenses incurred subsequent to the occurrence of an Event of Default (collectively, the “First Carve-Out”). Payments from the First Carve-Out shall be subject to any terms and conditions of the engagement agreements and appurtenant orders for the employment of Estate Professionals. Lender and WFEFI additionally consent, subject to the terms and conditions set forth in this Financing Order, to a carve-out from their Collateral solely in the event that the Cases convert to cases under chapter 7 of the Bankruptcy Code (the “Second Carve-Out,” and together with the First Carve-Out, the “Carve-Out”) for:

- (i) if the Cases have not been substantively consolidated, the amounts of \$25,000 for the estate of Texoma, \$7,500 for the estate of Clint-Co., and \$7,500 for the estate of Clint Williams, minus any unused amount of the First Carve-Out; or
- (ii) if the Cases have been substantively consolidated, the amount of \$25,000 for the consolidated Debtors’ estates minus any unused amount of the First Carve-Out.

61. Notwithstanding the foregoing, and irrespective of the Carve-Out, in no event shall Cash Collateral, the Carve-Out, the Professional Fee Escrow, or the proceeds of any loans, advances, or other funds made available by the Lender to or for the benefit of the Debtors be used for the payment or reimbursement of any fees, expenses, costs or disbursements of any Estate Professional or other persons incurred with the purpose of: (a) objecting to or contesting in any manner, or in raising any defenses to, the validity, extent, perfection, priority, or enforceability of the Pre-Petition Claims, the Pre-Petition Claim Documents, the DIP Facility, the DIP Facility Documents, the Interim Financing Order, this Financing Order, or any liens or security interest granted thereby or with respect thereto, or any other rights or interests of the Lender or WFEFI under any Pre-Petition Claim Document or DIP Facility Document, (b) investigating, asserting, prosecuting or the joinder in any claims or causes of action against the Lender, WFEFI, or any of their officers, directors, employees, affiliates, agents, attorneys, or equity holders (whether arising under state law, the Bankruptcy Code or any other federal or foreign law); (c) preventing, enjoining, hindering or otherwise delaying the Lender’s or WFEFI’s enforcement of the Pre-Petition Claim Documents, the DIP Facility Documents or this Financing Order or any realization upon any Collateral (unless such enforcement or realization is in direct violation of an explicit

provision in any DIP Facility Document or this Financing Order); (d) incurring indebtedness except as permitted by the DIP Facility Documents or this Financing Order; (e) modifying the Lender's or WFEFI's rights under any DIP Facility Documents, the Interim Financing Order, or this Financing Order without Lender's consent; (f) asserting or declaring any liens or security interests granted under any of the Pre-Petition Claim Documents, the DIP Facility Documents, the Interim Financing Order, or this Financing Order to have a priority other than the priority set forth herein or therein; (g) asserting, prosecuting or the joinder in, any action or other proceeding seeking to grant a lien or security interest senior to, or on parity with, the liens and security interests of Lender or WFEFI in the Collateral or any portion thereof without the Lender's consent; (h) asserting or declaring any of the Pre-Petition Claim Documents, DIP Facility Documents, the Interim Financing Order, or this Financing Order to be invalid, not binding or unenforceable in any respect; or (i) using Cash Collateral or selling any Collateral except as specifically permitted in the DIP Facility Documents or this Financing Order.

65. Furthermore, upon the occurrence of any Event of Default, and after the giving of 5 business days' notice by Lender, or by WFEFI solely with respect to subsection (f) of paragraph 63, to the Debtors, any Committee and the United States Trustee, then without further act or action by Lender, or any further notice, hearing or order of this Court, the Automatic Stay shall be immediately modified and Lender and WFEFI shall be and are hereby authorized, in their sole and absolute discretion, to take any and all actions and remedies that Lender or WFEFI may deem appropriate to proceed against, take possession of, protect, and realize upon the Collateral and any other property of any of the estates of the Debtors, including, without limitation, (i) any right or remedy set forth in the DIP Facility Documents, without limitation, or this Financing Order, including, without limitation, the Alternative Disposition Procedures (as defined in the Schedule of Sale Process Items attached hereto as Exhibit 3), (ii) any right or remedy that the Lender or WFEFI may deem appropriate to proceed against, take possession of, foreclose upon, sell (in whole or in part), protect, and realize upon the Collateral and any other property of any of the Debtors' estates upon which the Lender or WFEFI have been or may hereafter be granted liens and security interests to obtain repayment of the DIP Facility and the WFEFI Pre-Petition Claim, (iii) the commencement of actions for specific performance and for the foreclosure upon any Collateral, (iv) the sale of the Collateral, or any portion thereof, either as a whole or in part, at private or public auction, and the Lender and WFEFI shall have the right to purchase the Collateral at same by credit bidding all or a part of their debt or otherwise, (v) taking possession of the Collateral, and the exercise, without interference, and, if necessary, as the attorney-in-fact for the Debtors, of any rights of the Debtors in the management, possession, operation, protection or preservation of the Collateral, (vi) the receipt of proceeds from the sale of any Collateral, (vii) the direction of the payment for any purchase of the Collateral directly to the Lender or WFEFI, as applicable, (viii) the right of setoff and recoupment as to any funds of the Debtors' estates held by Lender, (ix) the right to appoint a chief restructuring officer of the

Debtors acceptable to the Lender, and the Debtors hereby consent to same, (x) if appropriate, the right to seek and obtain the appointment of a receiver over the Debtors and/or the Collateral, and (xi) the right to reproduce, copy, download, or otherwise take possession of any records or data, tangible or electronic, constituting Collateral; provided that the Lender or WFEFI shall not be obligated to take title to any of the Collateral in the pursuit of any of the Lender's or WFEFI's rights and remedies and the Debtors shall cooperate with the Lender and WFEFI in conjunction with the exercise of any right and the pursuit of any remedy by Lender and WFEFI, without limitation.

66. Upon or after the occurrence of any default or event of default under the DIP Facility Documents, the Interim Financing Order, or this Financing Order, or an Event Default, Lender may, in its sole and absolute discretion, advance funds to the Debtors and consent to the Debtors' continued use of Cash Collateral, and all such advances and consent to continued use of Cash Collateral (i) shall not constitute a waiver, limitation, or modification of Lender's rights and remedies pursuant to the Pre-Petition Claim Documents, the DIP Facility Documents, the Interim Financing Order, this Financing Order, and applicable law, and (ii) shall be and hereby are granted all of the protections granted to Lender under this Financing Order in connection with the DIP Facility and the Debtors' use of Cash Collateral.

83. Parties-in-interest (other than the Debtors) that have or have been granted standing shall have 60 days from the date of entry of the Interim Financing Order to file a complaint pursuant to Bankruptcy Rule 7001 asserting a claim or cause of action arising out of the Pre-Petition Claim Documents, or otherwise challenging the extent, priority, validity, perfection, amount, or allowability of Lender's and WFEFI's claims or security interests, arising out of or related to the Pre-Petition Claim Documents or the transactions related thereto. Such complaint, if filed, shall be diligently pursued by such party in interest.

4. Except as expressly set forth in this Order, each of the terms and conditions of the Financing Order shall be incorporated herein by reference and shall continue to apply.

5. In the event a Committee is appointed, the Committee shall have the right to request the relief set forth paragraphs 34, 58, 61 and 65 of the Financing Order as such paragraphs existed prior to the modifications set forth in this Order.

6. This Order shall be immediately effective and enforceable upon its entry.

7. This Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

END OF ORDER

AGREED TO AND ACCEPTED BY:

/s/Mark A. Craige

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ATTORNEYS FOR DEBTORS IN POSSESSION