

SO ORDERED.

SIGNED this 14th day of February, 2017.



A handwritten signature in black ink, appearing to read "R. E. Nugent", written over a horizontal line.

Robert E. Nugent
United States Bankruptcy Judge

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF KANSAS**

IN RE:

WK CAPITAL ENTERPRISES, INC.

Case No. 17-10073

Chapter 11

Debtor

IN RE:

CAPITAL PIZZA HUTS, INC.

Case No. 17-10074

Chapter 11

Debtor

IN RE:

CAPITAL PIZZA HUTS OF VERMONT, INC.

Case No. 17-10075

Chapter

Debtor

IN RE:

CAPITAL PIZZA OF NEW HAMPSHIRE, INC.

Case No. 17-10076

Chapter 11

Debtor

ORDER EXTENDING INTERIM FINANCING

In the United States Bankruptcy Court for the District of Kansas

IN RE: WK Capital Enterprises, Inc., Capital Pizza Huts, Inc., Capital Pizza Huts of Vermont, Inc., Capital Pizza of New Hampshire, Inc.
Bankruptcy Case No.

Order Extending Interim Financing Order Authorizing Borrowing With Priority Over Administrative Expenses and Secured By Liens on Property of the Estate and Granting Adequate Protection Pursuant To Sections 363 and 364(c) of the Bankruptcy Code

Page 2

**ORDER AUTHORIZING BORROWING
WITH PRIORITY OVER ADMINISTRATIVE EXPENSES
AND SECURED BY LIENS ON PROPERTY OF THE ESTATE
AND GRANTING ADEQUATE PROTECTION
PURSUANT TO SECTIONS 363 AND 364(C) OF THE BANKRUPTCY CODE**

This matter comes on for hearing on the Emergency Motion For Entry of Order (I) Authorizing Post-Petition Financing; (II) Authorizing the Use of Cash Collateral; (III) Granting Security Interest and Superpriority Claims; (IV) Granting Adequate Protection; (V) Modifying Automatic Stay; and (VI) Scheduling A Final Hearing On The Motion. Capital Pizza Huts, Inc., Capital Pizza Huts of Vermont, Inc., and Capital Pizza of New Hampshire, Inc. (the “Debtors”) appear by and through their counsel, Edward J. Nazar of Hinkle Law Firm LLC and Dan W. Forker, Jr. of Forker Suter, LLC. INTRUST Bank, N.A. appears by and through its counsel, William B. Sorensen, Jr. of Morris, Laing, Evans, Brock & Kennedy, Chtd. Samantha M.H. Woods of Martin Pringle Oliver Wallace & Bauer, LLP appears as local counsel for Pizza Hut, LLC. James E. Bird and Robert J.E. Edwards appear on behalf of W/S Westbrook Associates, LLC. Lisa Peters of Kutak Rock appears on behalf of Store Master Funding VI, LLC. The United States Trustee additionally appears.

WHEREAS, on January 23, 2017 (the “Petition Date”) the Debtors filed voluntary petitions for relief pursuant to Chapter 11 of Title 11, United States Bankruptcy Code (the “Bankruptcy Code”); and

In the United States Bankruptcy Court for the District of Kansas

IN RE: WK Capital Enterprises, Inc., Capital Pizza Huts, Inc., Capital Pizza Huts of Vermont, Inc., Capital Pizza of New Hampshire, Inc.

Bankruptcy Case No.

Order Extending Interim Financing Order Authorizing Borrowing With Priority Over Administrative Expenses and Secured By Liens on Property of the Estate and Granting Adequate Protection Pursuant To Sections 363 and 364(c) of the Bankruptcy Code

Page 3

WHEREAS, the Debtors have continued in the management and operation of their businesses pursuant to Bankruptcy Code §§1107 and 1108, and no trustee or examiner has been appointed in these cases; and

WHEREAS, the Debtors have applied to the Court (the “Motion”) for authority pursuant to Bankruptcy Code §363 and §364(c), to ratify, reaffirm and adopt, as amended, modified and/or supplemented by this Order, their pre-petition secured financing arrangement with, and obtain debtor-in-possession financing from, INTRUST Bank, N.A. (“INTRUST”), as lender and as agent, pursuant to the terms and conditions of the Loan Documents (as such term is defined below) as amended, modified and/or supplemented by the budget annexed as Exhibit “E” to the Motion and all extensions thereof agreed to in furtherance thereof (the “Budget”); and (b) this Order (collectively, the Loan Documents, the Budget, and this Order shall be referred to hereinafter as the “DIP Financing Documents”); and

WHEREAS, the Debtors have admitted, represented and stipulated to the Court, without prejudice to the rights of third parties set forth below with respect to a Challenge, the following (collectively, the “Admissions”):

(a) as of the Petition Date, the Debtors Capital Pizza of New Hampshire, Inc., a New Hampshire corporation, Capital Pizza Huts, Inc., a Colorado corporation, Capital Pizza Huts of Vermont, Inc., a Vermont corporation, WK Capital Enterprises, Inc., a Vermont corporation, and INTRUST Bank, as lender and as agent, were parties to a Second Amended and Restated Loan Agreement dated January 28, 2015, related to (i)

Bank Loan No. **224, dated January 28, 2015, in the principal amount of \$7,500,000; (ii) Bank Loan No. **199, dated January 28, 2015, in the principal amount of \$2,586,793.87; (iii) Bank Loan No. **225, dated January 29, 2015, in the principal amount of \$16,624,793.28; and (iv) Bank Loan No. **448, dated February 12, 2015, in the principal amount of \$2,000,000. These debts renewed, restated and otherwise amended existing indebtedness and were supported by guarantees by and amongst Kenneth J. Wagon, the individual, the 2008 Kenneth J. Wagon Single Purpose PH Trust, the Kenneth J. Wagon Revocable Trust, the 2014 Kenneth J. Wagon Irrevocable PH Trust, the 2007 Wagon Family Irrevocable Trust, and the 2007 Kenneth J. Wagon Irrevocable Trust, together with various security agreements and mortgages as amended, modified and supplemented;

(b) The Second Amended and Restated Loan agreement, together with the promissory notes, various security agreements and mortgages and related documents, as amended, modified and supplemented are hereinafter referred to as the "Loan Documents." Copies of the Loan Documents and notes are filed of record with the Clerk of the United States Bankruptcy Court;

(c) In addition, a letter of credit has been issued by INTRUST Bank on behalf of the Debtors in the sum of \$2,100,000;

(d) A sum of approximately \$20,000,000 is due and owing under the Loan Documents and letter of credit ("the Pre-Petition Obligations"); and

(e) INTRUST perfected its security interest in its pre-petition collateral by filing UCC-1 Financing Statements (the “Pre-Petition Collateral”);

(f) INTRUST, as lender and as agent, is willing to make post-petition loans, advances and other financial accommodations to the Debtors, and to consent to the Debtors’ use of the Pre-Petition Collateral and Cash Collateral (as such term is defined in Bankruptcy Code §363(a)), only upon the conditions contained in this Order;

(g) the Debtors are unable to obtain sufficient levels of unsecured credit allowable under Bankruptcy Code §503(b)(1) as an administrative expense necessary to maintain and conduct their businesses;

(h) the Debtors are unable to obtain secured credit allowable only under Bankruptcy Code §364(c)(1) and (c)(2), except under the terms and conditions provided in this Order; and

(i) the Debtors reasonably and in good faith believe that use of Cash Collateral and the loans, advances and financial accommodations to be obtained pursuant to this Order and the final order sought by the Debtors in furtherance of this Order (the “Final Order”) are sufficient to fund all projected legitimate and allowable expenses of their Chapter 11 cases from the Petition Date through the Expiration Date (as such term is defined below); and

WHEREAS, the Court held an interim hearing with respect to the Motion on January 25, 2017 (the “Interim Hearing”); and the Court, having considered the Motion and the proceedings

before the Court at the Interim Hearing; and all objections, if any, to the interim relief requested in the Motion having been withdrawn, resolved or overruled by the Court as reflected on the record of the Interim Hearing;

THE COURT HEREBY FINDS AND DETERMINES THAT:

(a) it is in the best interest of the Debtors' estates that they be allowed to obtain post-petition secured financing from INTRUST, and to use the Pre-Petition Collateral and Cash Collateral, on an interim basis under the terms and conditions set forth herein, as such is necessary to permit the orderly administration of the Debtors' estates;

(b) the credit and financial accommodations to be extended under the DIP Financing Documents are being extended by INTRUST in good faith, and INTRUST is entitled to the protection of Bankruptcy Code §364(e);

(c) notice of relief sought by the Motion and the hearings with respect to this Order, believed by the Debtors to be the best available notice under the circumstances, has been given pursuant to Bankruptcy Rule 4001(c) to the creditors holding the twenty (20) largest unsecured claims against the Debtors' estates, the Office of the U.S. Trustee for the District of Kansas, INTRUST Bank, N.A., Internal Revenue Service, Office of the United States Attorney, Kansas Department of Revenue, all parties who request notices pursuant to Rule 2002 of the Federal Rules of Bankruptcy Procedure, and Vermont, New Hampshire, Maine, Tennessee, Virginia and North Carolina Departments of Revenue

(respectively), and no further notice of, or hearing on, the interim relief sought in the Motion is required;

(d) the Court has core jurisdiction over the Debtors' bankruptcy cases, the Motion, and the parties and property affected by this Order pursuant to 28 U.S.C. §§157(b) and 1334, and venue is proper before the Court pursuant to 28 U.S.C. §§1408 and 1409; and

(e) good and sufficient cause exists for the issuance of this Order, to prevent immediate and irreparable harm to the Debtors' estates.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. The Debtors are hereby authorized as follows:

(a) to enter into the DIP Financing Agreement in the amount of \$400,000 on the terms set forth in the Amended Term Sheet presented at the initial court hearing on January 25, 2017 attached hereto as **Exhibit A**;

(b) to use Cash Collateral and proceeds of the DIP Loan for the purposes set forth in the DIP Financing Agreement and the budget, a copy of which is attached hereto as **Exhibit B**, including and subject to the limitations set forth in the DIP Order, for working capital, general corporate purposes, and payment of bankruptcy related expenses;

(c) adequate protection for any post-petition diminution in value of INTRUST's interest in the Pre-Petition Collateral, including without limitation that

caused by the Debtors' use of Cash Collateral, including without limitation for purposes of the Carve-Out, a post-petition claim (the "Adequate Protection Claim") jointly and severally against the Debtors' estates;

(d) the Adequate Protection Claim and any and all post-petition Obligations, as such term is defined in the Loan Agreement, of the Debtors to INTRUST pursuant to the DIP Financing Documents (collectively, the "Post-Petition Claim") shall be allowed administrative expenses of the Debtors' estates, jointly and severally, which shall have priority in payment over any other indebtedness and/or obligations of INTRUST now in existence or incurred hereafter by the Debtors and over all administrative expenses or charges against property arising in the Debtors' Chapter 11 cases or any superseding Chapter 7 cases, including without limitation those specified in Bankruptcy Code §§105, 326, 328, 330, 331, 503(b), 507(a), 507(b), 726, 1113 or 1114, subject only to the Carve-Out. Notwithstanding the super-priority status afforded to the Post-Petition Claim pursuant to this Order, Permitted Expenses paid by or on behalf of the Debtors are deemed paid from the Collateral and shall not be subject to recovery or disgorgement by INTRUST or by any Chapter 11 or Chapter 7 trustee, on the grounds that the Post-Petition Claim, the Pre-Petition Obligations and/or any other super-priority or administrative claim against the Debtors' estates shall not be indefeasibly satisfied in full in the Debtors' bankruptcy cases (whether Chapter 11 or subsequent Chapter 7);

(e) as security for the Post-Petition Claim, the Operating Entities are hereby

authorized to and are hereby deemed to grant to INTRUST a valid, binding and enforceable lien, mortgage and/or security interest (a “Lien”, and as so granted to INTRUST, the “Post-Petition Lien”) in all of the Operating Entities’ presently owned or hereafter acquired property and assets, including Chapter 5 causes of action, whether such property and assets were acquired before or after the Petition Date, of any kind or nature, whether real or personal, tangible or intangible, wherever located, and the proceeds and products thereof (collectively, the “Collateral”, and to the extent created, acquired or arising after the Petition Date, the “Post-Petition Collateral”). Such Post-Petition Liens shall be cross-collateralized between the respective Debtors and Operating Entities;

(f) the Post-Petition Lien shall the following priority with respect to the Collateral:

(1) first priority as to: (i) all Pre-Petition Collateral that as of the Petition Date was not subject to: (A) valid, perfected and unavoidable Liens; or (B) valid and unavoidable Liens that are perfected after the Petition Date with a priority that relates back to a date prior to the Petition Date as permitted by Bankruptcy Code § 546(b); and (ii) all Post-Petition Collateral;

(2) junior priority as to all Pre-Petition Collateral that as of the Petition Date was subject to: (i) valid, perfected and unavoidable Liens; or (ii) valid and unavoidable Liens that are perfected after the Petition Date with a priority that relates

back to a date prior to the Petition Date as permitted by Bankruptcy Code § 546(b);

(3) notwithstanding the foregoing, the Post-Petition Lien shall not be subject to any Lien which is avoided and which would otherwise be preserved for the benefit of the Debtors' estates under Bankruptcy Code §551; and

(4) INTRUST shall not be subject to the equitable doctrines of "marshaling" or any similar claim or doctrine with respect to any collateral.

(g) modifying the automatic stay provisions of Bankruptcy Code Section 362 to permit: (x) the Debtors to implement and perform the terms of the DIP Financing Documents; and (y) the Debtors to create, and INTRUST to perfect, any and all Liens granted;

(h) Notwithstanding anything herein to the contrary, all liens, claims and encumbrances granted to the DIP Lender under this Order shall not include or encumber the Debtors' franchise agreements with Pizza Hut, LLC, and, to the extent the DIP Lender exercises or enforces any rights or remedies hereunder in the event of a default or otherwise, it shall not take any actions that would violate the franchise agreements without Pizza Hut, LLC's express written consent. Further, the entry of this Order shall not be deemed a waiver by Pizza Hut, LLC of any of its rights under the franchise agreements, including, but not limited to its right to withhold consent to any potential acquirer/purchaser, assignee or successor (including the DIP Lender) of the Debtors' assets, its right to be paid in full for any fees set forth in the franchise agreements, its

right to seek the termination of the franchise agreement for failure to pay any amounts due under the franchise agreement or otherwise and/or its right to seek payment of its fees.

2. Notwithstanding INTRUST's pre-petition and post-petition claims and Liens, the Debtors may use the Collateral to pay (the following subparagraphs, collectively, the "Carve-Out"):

(a) the statutory fees of the United States Trustee pursuant to 28 U.S.C. §1930(a), any unpaid fees due and owing to the Clerk of the Court, and interest due thereon (collectively, the "Statutory Fees"), whether incurred or payable before or after the giving of a Default Notice or the occurrence of the Expiration Date;

(b) the allowed fees and expenses of the professionals retained by the Debtors whose retentions are approved pursuant to Final Orders of the Court (the "Debtors' Professionals") in aggregate amount not to exceed \$130,000 to the Hinkle Law Firm LLC and Forker Suter, LLC as counsel and co-counsel, incurred during the pendency of the case, either on an interim basis, or from the sale of assets assessed under 11 U.S.C. §506(c), or at the Expiration Date, subject to the limitations on the use of such funds set forth in the Final Order;

(c) the allowed fees and expenses of the professionals retained by the Official Committee of Unsecured Creditors (the "Committee") whose retentions are approved pursuant to Final Orders of the Court (the "Committee's Professionals"), and the

reasonable expenses of members of the Committee (other than the fees and expenses of professionals employed by members of the Committee), in aggregate amount not to exceed \$25,000, incurred during the pendency of the case, either on an interim basis, or from the sale of assets under 11 U.S.C. §506(c), or at the Expiration Date, subject to the limitations on the use of such funds set forth in the Final Order;

(d) the fees and expenses of the Debtors' Professionals and the Committee's Professionals, whether allowed on an interim or final basis pursuant to Bankruptcy Code §§330 and 331, incurred prior to the earlier to occur of the giving of a Default Notice or the occurrence of the Expiration Date, to the extent set forth in the Budget, without such payments and reimbursements reducing the Carve-Out amounts set forth in subparagraphs "(b)" through "(d)" immediately above, notwithstanding the payment of same after the giving of a Default Notice or the occurrence of the Expiration Date;

(e) any amounts paid from the Collateral or the proceeds thereof, or funded by INTRUST, with respect to the Carve-Out shall be post-petition Obligations of the Debtors to INTRUST afforded Post-Petition Claim status and shall be secured by the Post-Petition Lien.

3. Effective as of the time of commencement of the Debtors' Chapter 11 cases on the Petition Date, upon the entry of a Final Order containing such provision:

(a) the Debtors waiver irrevocably all claims and rights, if any, they might otherwise assert against the Collateral pursuant to Bankruptcy Code §§506(c) or 552(b), except as may pertain to the Debtors' Professionals fees;

(b) except from and pursuant to the terms of the Carve-Out, no entity in the course of the Debtors' bankruptcy cases (whether Chapter 11 or subsequent Chapter 7), shall be permitted to recover from the Collateral (whether directly or through grant of derivative and/or equitable standing in the name of the Debtors and/or the Debtors' estates) any cost or expense of preservation or disposition of the Collateral, including, without limitation, expenses and charges as provided in Bankruptcy Code §§506(c) or 552(b) without the prior written consent of INTRUST; and

(c) no entity shall be permitted to recover from the Collateral, or assert against INTRUST, any claim with respect to any unpaid administrative expense of the Debtors' bankruptcy cases, whether or not the Debtors' payment of such administrative claim was contemplated by or included in the Budget.

4. As of the Petition Date, the overdraft in the Debtors' consolidation account, as defined in the Cash Management Systems Order [Dkt #59] ("Consolidation Account"), is quantified in the amount of \$1,295,916.74, comprised of an initial overdraft at the beginning of the day of \$922,389.03, and items presented that day, less receipts, of \$373,527.71; said items included a wire on January 20, 2017, to McLane Foodservice, Inc. in the amount of \$278,018.02 ("McLane Wire"). The McLane Wire was inadvertently posted to the

account holding the “Escrowed Proceeds,” as defined in Employee Compensation Order [Dkt #57], rather than to the Consolidation Account; this posting was corrected on January 25, 2017; such corrected posting is hereby ratified.

5. So long as there are any Pre-Petition Obligations or Post-Petition Claim outstanding to INTRUST (collectively, the “Obligations”), unless INTRUST shall have given its prior written consent, or the Court enters an order, upon proper notice to INTRUST and after a hearing, requiring that all of the Obligations be immediately satisfied in full, there shall not at any time be entered in the Debtors’ Chapter 11 cases any further orders which modify: (a) under Bankruptcy Code §363, the use of Cash Collateral in which INTRUST has an interest, or the sale, use, or lease, other than a sale under the provisions of 11 U.S.C. §363 or the terms in the ordinary course of business, of property of the Debtors in which INTRUST has an interest; or (b) the obtaining of credit or the incurring of indebtedness pursuant to Bankruptcy Code §§364(c) or 364(d), or any other grant of rights against the Debtors and/or their estates, secured by a Lien in the Collateral or entitled to priority administrative status which is equal or superior to that granted to the Post-Petition Claim other than to extend the terms of the Order.
6. In addition to the fees, costs, charges and expenses authorized under the Loan Documents, the Debtors shall pay in accordance with the procedures set forth in the following sentences, as allowed post-petition Obligations of the Debtors to INTRUST afforded Post-Petition Claim status secured by the Post-Petition Lien, all of INTRUST’s

In the United States Bankruptcy Court for the District of Kansas

IN RE: WK Capital Enterprises, Inc., Capital Pizza Huts, Inc., Capital Pizza Huts of Vermont, Inc., Capital Pizza of New Hampshire, Inc.
Bankruptcy Case No.

Order Extending Interim Financing Order Authorizing Borrowing With Priority Over Administrative Expenses and Secured By Liens on Property of the Estate and Granting Adequate Protection Pursuant To Sections 363 and 364(c) of the Bankruptcy Code

Page 15

reasonable attorneys' and other professionals' fees and reimbursable expenses arising from or related to: (a) this Order, including without limitation the negotiating, closing, documenting and obtaining of Court approval thereof; (b) all proceedings in connection with any Disposition (as such term is defined below); (c) all proceedings in connection with the interpretation, amendment, modification, enforcement, enforceability, validity or implementation of the DIP Financing Documents; (d) defending any Challenge (as such term is defined below) and/or responding to any Bankruptcy Rule 2004 discovery or other investigation brought with respect to any prospective Challenge; (e) all other matters and proceedings arising in or related to the Debtors' bankruptcy case; and (f) all reasonable expenses, costs and charges in any way or respect arising in connection with the foregoing (collectively, the "INTRUST Expenses"). INTRUST may seek payment of any INTRUST Expenses by written request to the Debtors, the Committee's and the U.S. Trustee's respective counsel (the "Noticed Parties"), accompanied by copies of appropriate invoices for such INTRUST Expenses (subject to redaction against disclosure of privileged and/or confidential information) (the "Fee Request"). The Noticed Parties shall have five (5) days from the date of the Fee Request to file with the Court and serve upon INTRUST appropriate pleadings objecting to the payment of any amount set forth in a Fee Request. Any amount set forth in a Fee Request not timely objected to shall be paid by the Debtor, or in INTRUST's discretion charged to the Debtors' account under the Loan Agreement, within ten (10) days after the date of the Fee Request. Any amount

set forth in a Fee Request timely objected to shall be paid by the Debtors, or in INTRUST's discretion charged to the Debtors' account under the Loan Agreement, as and when such objection is determined by the Court or otherwise agreed to by the parties.

7. Each of the following shall constitute an "Event of Default" for purposes of this Order:

(a) the Court enters an Order granting relief from the automatic stay to a third party with respect to material assets of the Operating Entities;

(b) the Operating Entities cease operations of their present businesses or take any material action for the purpose of effecting the foregoing subparagraph (a) above without the prior written consent of INTRUST, except to the extent contemplated by the Budget;

(c) the Operating Entities are either dismissed or converted to Chapter 7 cases pursuant to an order of the Court, the effect of which has not been stayed;

(d) a Chapter 11 trustee, or an examiner with materially expanded powers beyond those set forth in Bankruptcy Code §§1106(a)(3) and 1106(a)(4), or any other responsible person or officer of the Court with similar powers is appointed by Order of the Court, the effect of which has not been stayed, in the Debtors' Chapter 11 cases;

(e) the Final Order approving this Motion is reversed, vacated, stayed, amended, supplemented or otherwise modified in a manner which shall, in the sole opinion of INTRUST, materially and adversely affect the rights of INTRUST hereunder

or shall materially and adversely affect the priority of any or all of the Obligations and/or INTRUST's Liens;

(f) the occurrence subsequent to the Petition Date of an Event of Default under the Loan Agreement as amended, modified and/or supplemented by the Amendment, other than any Event of Default occurring and/or existing solely because of:

(i) the commencement of the Debtors' bankruptcy cases on the Petition Date and/or the continuance of the automatic stay to the extent not vacated by the Final Order; or (ii) the breach of any financial covenant set forth in the Loan Agreement;

(g) the Operating Entities have not, on or before February 15, 2017, filed appropriate pleadings with the Court seeking the sale, pursuant to Bankruptcy Code §363(b) free and clear of claims, Liens and interests, whether on a going concern, auction or other basis, of all or substantially all operating and associated assets, on terms and conditions acceptable to INTRUST in its sole and absolute discretion, or have not closed such sale pursuant to order of the Court on or before forty-five (45) days after filing the appropriate sale pleadings with the Court;

(h) (1) the Debtors expend any funds or monies for any purpose other than Permitted Expenses; (2) the Debtors expend any funds or monies with respect to Permitted Expenses in excess of the amounts authorized therefore, provided that: (A) for the cumulative Budget periods which have occurred the Debtors' actual cash disbursements may be up to ten percent (10%) more than the cumulative Budgeted

amount for cash disbursements through the conclusion of such Budget periods without such expenditures constituting an Event of Default; and (B) amounts authorized in the Budget for payment during any Budget period that are not timely paid may be paid in any subsequent Budget period; (3) the Debtor fails to achieve revenues within at least ten percent (10%) of the revenue projections set forth in the Budget for the cumulative Budget periods which have occurred, tested weekly thereafter on a four week trailing basis;

(i) the occurrence of a material adverse change, including without limitation any such occurrence resulting from the entry of any order of the Court, in each case as determined by INTRUST in its sole and absolute discretion, in: (1) the condition (financial or otherwise), operations, assets, business or business prospects of the Debtors; (2) the Debtors' ability to repay the Obligations; (3) the value of the Collateral; and/or (4) an overdraft of any bank account of the Debtors maintained at INTRUST during the term of the Final Order;

(j) any material and/or intentional misrepresentation by the Debtors in any financial reporting or certifications to be provided by the Debtors to INTRUST; and

(k) non-compliance or default by the Debtors with any of the terms and provisions of the Final Order; provided, however, that said non-compliance or default shall not be deemed an Event of Default if curable and cured by the Debtor within three

(3) business days after notice of such non-compliance or default is given to the Debtor by INTRUST.

8. Upon the occurrence of an Event of Default and the giving written notice thereof by INTRUST to the Noticed Parties (which notice may be given facsimile or e-mail transmission, the automatic stay being deemed lifted for such purpose) (the “Default Notice”), or upon the occurrence of the Expiration Date, unless an express written waiver of an Event of Default is given by INTRUST, the following remedies are available:

(a) INTRUST shall have the right, free of the restrictions of Bankruptcy Code §362 or under any other section of the Bankruptcy Code or applicable law or rule, to take immediate reasonable action to protect the Collateral from harm, theft and/or dissipation;

(b) INTRUST shall have no obligation to make any further loans, advances and/or other financial accommodations to the Debtors;

(c) with respect to an Event of Default as to which a Default Notice has been given, the Noticed Parties shall have seven days from the receipt of the Default Notice (the “Remedy Notice Period”) to obtain an order of the Court on notice to INTRUST enjoining or restraining INTRUST from exercising rights and remedies based upon the Event of Default specified in the Default Notice (“Restraint on Remedies”), provided that a Restraint on Remedies may be sought solely on grounds of the non-occurrence or timely cure of the Event of Default specified in the Default Notice; and

(d) (i) with respect to an Event of Default as to which a Default Notice has been given, immediately upon expiration of the Remedy Notice Period, unless a Restraint on Remedies has timely been obtained from the Court; or (ii) immediately upon the occurrence of the Expiration Date, but in either case subject in all respects to the Carve-Out: (A) the payment of any and all Obligations of the Debtors to INTRUST shall be due and payable; (B) the Debtors' use of the Collateral (including without limitation Cash Collateral) pursuant to this Order and the Budget shall cease; (C) INTRUST shall have the right, free of the restrictions of Bankruptcy Code §362 or under any other section of the Bankruptcy Code, to exercise contractual, legal and equitable rights and remedies as to all or such part of the Collateral as INTRUST shall elect; (D) INTRUST, should it so elect in its sole and absolute discretion as exercised by the filing of an appropriate statement with the Court, shall be deemed to have been granted "peaceful possession" of, and right of access to, all or any portion of the Collateral, by the Debtors; and (E) INTRUST shall have the right, free of the restrictions of Bankruptcy Code §362 or any other section of the Bankruptcy Code, to impose an "administrative freeze" with respect to, and thereafter set off, the Debtors' cash on deposit at or within their control.

9. The Debtors, at their expense, shall continue to keep the Collateral fully insured as set forth in the Loan Documents. The Debtors shall provide INTRUST with proof of the foregoing within three (3) business days of written demand and will give INTRUST reasonable access to their records in this regard.

10. The Debtors shall provide INTRUST with such written reports as are required under the Loan Documents and as required by the guidelines or the directive of the United States Trustee's Office.
11. INTRUST shall have the right, upon one (1) business day telephone or facsimile-transmitted written notice to the Debtors, at any time during the Debtors' normal business hours, to inspect, audit, examine, check, make copies of or extracts from the books, accounts, checks, orders, invoices, contracts, correspondence and other records of the Debtors, and to inspect, audit and monitor all or any part of the Collateral, and the Debtors shall make all of same available to INTRUST and its representatives, for such purposes. INTRUST and its representatives may, without INTRUST being deemed to be in control of, or a fiduciary for, the Debtors, and without obtaining prior consent from the Debtors: (1) discuss the Debtors' books and records, the Collateral, the Budget and/or the Debtors' business operations with the Debtors' directors, officers, retained professionals (including without limitation attorneys, accountants, investment bankers and financial, restructuring and/or workout advisors and consultants) or employees; and (2) make observations and recommendations regarding the Debtors' books and records, the Collateral, the Budget and/or the Debtors' business operations, to the Debtors' directors, officers, retained professionals (including without limitation attorneys, accountants, investment bankers and financial, restructuring and/or workout advisors and consultants) or employees.

12. For purposes of this Order: (a) "Proceeds" shall mean any and all payments, proceeds or other consideration realized upon the sale, liquidation, realization, collection or other manner of disposition of the Collateral, whether in the ordinary course of the Debtors' businesses (including without limitation accounts and other proceeds arising from the Debtor's sales of goods and/or performance of services) or other than in the ordinary course of the Debtors' businesses; and (b) "Disposition" shall mean any sale, liquidation, realization, collection or other manner of disposition of Collateral other than in the ordinary course of the Debtors' businesses, including without limitation any sale or other disposition authorized pursuant to Bankruptcy Code § 363 and/or any plan of reorganization.
13. From and after the Petition Date, the Debtors shall maintain in full force and effect the pre-petition clearing, concentration and similar accounts maintained by or on behalf of the Debtors pursuant to the Loan Documents for the collection of Proceeds obtained in the ordinary course of the Debtors' businesses (the "Collection Accounts"), and the payment procedures under which such accounts are administered (the "Collection Procedures"), unless otherwise directed by INTRUST. Without limitation of the foregoing, from and after the date of this Order, the Debtors shall continue to remit to INTRUST such cash, cash equivalents and checks as are Proceeds obtained in the ordinary course of the Debtors' businesses to INTRUST, and/or shall cause customers and account debtors of the Debtors to remit to INTRUST such cash, cash equivalents and

checks as are such Proceeds to the Collection Accounts in accordance with the Collection Procedures. To the extent that as of the date of this Order, the Debtors maintain custody and/or control of any cash, cash equivalents or checks that is Cash Collateral, whether in their possession, in bank accounts, in lockbox accounts or otherwise, other than in the Collection Accounts and in contravention of the Collection Procedures, then upon entry of this Order the Debtors shall deliver such cash, cash equivalents or checks, and the proceeds thereof, to INTRUST.

14. The Debtors and any successors to the Debtors, including without limitation any successor trustee or trustees, shall assign or direct to INTRUST any and all Proceeds realized in any Disposition, and immediately deliver any and all such Proceeds which come into their possession to INTRUST in the form received. No further order of the Court shall adversely affect the rights of INTRUST to receive the Proceeds of any Disposition in accordance with the provisions of this paragraph or as otherwise agreed to by INTRUST. In furtherance of the foregoing, neither the Debtors nor any Committee shall seek to cause the escrow of, enjoin INTRUST's receipt of, or otherwise withhold from INTRUST any Proceeds of any Disposition. INTRUST is hereby authorized to credit-bid all or any portion of the Obligations at any Disposition.
15. INTRUST is authorized, notwithstanding the provisions of Bankruptcy Code Section 362, to retain and apply all Proceeds obtained or received pursuant to the preceding two paragraphs of this Order, as follows: (a) the Proceeds of the Post-Petition Collateral shall

be applied first to the repayment of the Post-Petition Claim, including without limitation interest accrued with respect thereto, and thereafter to the repayment of the Pre-Petition Obligations; and (b) the Proceeds of the Pre-Petition Collateral shall be applied to the repayment of the Pre-Petition Obligations, in accordance with the priority of the Post-Petition Lien set forth above and without prejudice to the rights of any third party with respect to the allocated Proceeds of any Disposition of Collateral encumbered by a Lien granted to or in favor of such third party. Such applications of Proceeds shall be free and clear of any claim, charge, assessment or other liability including, without limitation, any such claim or charge arising out of or based on, directly or indirectly, Bankruptcy Code Sections 506(c) or 552(b).

16. Any Committee shall have sixty (60) days (or such longer period as the Committee may obtain for cause shown before the expiration of such period) from the date of the Final Order to commence an adversary proceeding against any of INTRUST Parties for the purpose (collectively, a "Challenge") of: (1) challenging the amount, characterization, validity, extent, priority, perfection, enforceability and non-avoidability of INTRUST's pre-petition claims against the Debtors and/or pre-petition Liens; (2) seeking to avoid, recover or challenge (whether pursuant to Chapter 5 of the Bankruptcy Code or otherwise) any transfer made by or on behalf of the Debtors to or for the benefit of INTRUST prior to the Petition Date. All other claims against INTRUST other than Challenges, seeking damages or equitable relief against INTRUST arising from or related

to the pre-petition business relationship among the Debtors and INTRUST, including without limitation, equitable subordination, lender liability, and/or deepening insolvency claims and causes of action, are expressly waived and barred upon entry of a Final Order. The Committee is granted standing to commence any and all Challenges. Any other party in interest shall have sixty (60) days (or a longer period for cause shown before the expiration of such period) from the date of entry of the Final Order to move this Court for an order granting it standing to commence a Challenge. All parties in interest, including without limitation the Committee, that fail to act in accordance with the time periods set forth in the preceding sentences of this paragraph shall be, and hereby are, barred forever from commencing a Challenge. The foregoing is without prejudice to any and all of INTRUST Parties' legal and equitable claims, counterclaims, defenses and/or rights of offset and setoff in response to any such Challenge, all of which are reserved, and the foregoing shall in no event revive, renew or reinstate any applicable statute of limitations which may have expired prior to the date of initiation of such Challenge. Despite the commencement of a Challenge, INTRUST's pre-petition claims and Liens shall be deemed valid, binding, properly perfected, enforceable, non-avoidable, not subject to disallowance under Bankruptcy Code §502(d) and not subject to subordination under Bankruptcy Code §510 until such time as a final and non-appealable judgment order and judgment entered sustaining such Challenge in favor of the plaintiffs therein. Nothing contained herein shall limit the Court's ability to fashion an appropriate remedy should

the Court determine, by entry of a final and non-appealable order and judgment, a Challenge in favor of the plaintiffs therein. INTRUST shall have no Carve-Out obligations to any person or entity (including without limitation the Committee) or to any Professional of such person or entity with respect to any pending or commenced Challenge, but the Carve-Out may be used by the Committee to investigate any matter for which a Challenge may be properly commenced.

17. Nothing in this Order shall preclude the Court from entering a final order containing provisions inconsistent with or contrary to the provisions of this Order; *provided, however*, that INTRUST shall be entitled to the benefits and protections of this Order, including the protections afforded pursuant to Bankruptcy Code §364(e), with respect to all loans, advances and/or financial accommodations made by INTRUST to or for the benefit of the Debtors pursuant to this Order. Pursuant to the provisions of Bankruptcy Code §364(e), the Post-Petition Lien shall be binding on the Debtors or any successor trustee or trustees even if this Order is reversed or modified on appeal.
18. This Order shall be binding upon and inure to the benefit of INTRUST and the Debtors and their respective successors and assigns, including, without limitation, any trustee, responsible officer, examiner, estate administrator or representative, or similar person appointed in a case for the Debtors under any chapter of the Bankruptcy Code. Except as set forth herein with respect to a Challenge and/or the Carve-Out, no rights are created under this Order for the benefit of any creditor of the Debtors, any other party in interest

in the Debtors' bankruptcy cases, or any other persons or entities, or any direct, indirect or incidental beneficiaries thereof.

19. The terms and conditions of this Order shall be: (a) immediately enforceable pursuant to Bankruptcy Rule 8005; and (b) not be stayed absent: (1) an application by a party in interest for such stay in conformance with such Bankruptcy Rule 8005; and (2) a hearing upon notice to the Debtors and INTRUST.
20. The provisions of this Order and any actions taken pursuant to this Order shall survive entry of any orders which may be entered confirming any plan of reorganization or which may be entered converting this bankruptcy case from Chapter 11 to Chapter 7 of the Bankruptcy Code. The terms and provisions of this Order, as well as the claims and Liens granted by this Order, shall continue in these or any superseding case under the Bankruptcy Code and shall continue notwithstanding any dismissal of the Debtors' bankruptcy cases, and such claims and Liens shall maintain their priority as provided by this Order until the Obligations are satisfied in full. No Proceeds, Cash Collateral or Carve-Out may be used by any party in interest seeking to modify any of the rights granted to INTRUST under this Order or any other DIP Financing Document without INTRUST's prior written consent, or to modify any of the rights granted to the Internal Revenue Service under this Order without the Internal Revenue Services's prior written consent.
21. To the extent that any of the provisions of this Order shall conflict with any of the

provisions of the Loan Documents, this Order is deemed to control and shall supersede the conflicting provision(s). To the extent that any of the provisions of this Order shall conflict with any order of the Court authorizing the Debtors to continue the use of pre-petition bank accounts, cash management systems and/or business forms, or any similar orders, then this Order is deemed to control and supersede the conflicting provision(s) in said orders.

22. INTRUST and the Debtors may amend, modify or supplement any of the provisions of the Loan Documents (a "Modification") without further order of the Court, provided that:
 - (a) such Modification is not material;
 - (b) notice of such Modification is filed with the Court;
 - (c) notice of the Modification is given to the Committee's and the U.S. Trustee's counsel reasonably prior to the proposed effective date thereof, except that such notice shall not be required with respect to any Modification that in addition to being non-material is ministerial or technical. The foregoing provisions shall not apply to any forbearance or waiver by INTRUST with respect to any Events of Default which may have occurred (and the foregoing provisions shall not limit or impair INTRUST's absolute discretion to agree to such forbearance or waiver), provided that such forbearance or waiver is not itself conditioned upon the Debtors' agreeing to any Modification that is material.
23. Notwithstanding anything set forth herein, no security interests or liens granted herein shall attach to the Debtors' leasehold interests in: (i) the Master Lease Agreement dated

as of September 29, 2014, by and between STORE Master Funding VI, LLC and Capital Pizza Huts, Inc. with respect to four properties located in Maine; (ii) the Master Lease Agreement dated as of September 29, 2014, by and between STORE Master Funding VI, LLC and Capital Pizza Huts, Inc. with respect to four properties located in New Hampshire; and (iii) the Amended and Restated Master Lease Agreement dated as of January 5, 2017, by and between STORE Master Funding VI, LLC and Capital Pizza Huts, Inc. with respect to two properties located in Vermont, or the proceeds of the foregoing leasehold interests.

24. With respect to the Debtors' nonresidential real property leases, no liens or encumbrances shall be granted or extend to such leases themselves under this Order, except as permitted in the applicable lease or pursuant to applicable law, but rather any liens granted shall extend only to the proceeds realized upon the sale, assignment, termination or other disposition of such leases, books and records related to the foregoing, accessions and proceeds of the foregoing, wherever located, including insurance or other proceeds.
25. The existing Interim Financing Order shall be extended for a final hearing on February 23, 2017 at 9:00 a.m.
26. The initial Interim Financing Order was entered on February 7, 2017. Insufficient notice was given of the Interim Financing Order to creditors and parties in interest.
27. Therefore, it is necessary to extend the time for objections to the Interim Financing Order.

28. Objections to the Interim Financing Order need to be filed by the close of business on Tuesday, February 21, 2017.
29. All terms and conditions of the initial Interim Financing Order are incorporated by reference herein, except as modified.
30. The Debtors' authorization to obtain loans, advances and/or other financial accommodations from INTRUST and the Debtors' authorized use of Collateral (including without limitation Cash Collateral) pursuant to this Order, shall be in effect for the period commencing with the Petition Date through and including March 31, 2017 (the "Expiration Date").
31. A final hearing with respect to the Motion is scheduled for Thursday, February 23, 2017 at 9:00 a.m. (the "Final Hearing"). The Debtors shall promptly mail copies of this Order (which shall constitute adequate notice of the Final Hearing) to the parties having been given notice of the Interim Hearing, and to any other party that has filed a request for notices with the Court and to any Committee after the same has been appointed, or Committee counsel, if the same shall have been appointed. Any party in interest objecting to the relief sought at the Final Hearing shall serve and file written objections; which objections shall be served upon: (a) Hinkle Law Firm LLC, 301 North Main, Suite 2000, Wichita, Kansas 67202, Attention: Edward J. Nazar (enazar@hinklaw.com) and Forker Suter LLC, PO Box 1868, Hutchinson, Kansas 67504-1868, Attention: Dan W. Forker, Jr. (dforcker@forkersuter.com); INTRUST Bank, N.A., %William B. Sorensen,

In the United States Bankruptcy Court for the District of Kansas
IN RE: WK Capital Enterprises, Inc., Capital Pizza Huts, Inc., Capital Pizza Huts of Vermont, Inc., Capital Pizza
of New Hampshire, Inc.
Bankruptcy Case No.
Order Extending Interim Financing Order Authorizing Borrowing With Priority Over Administrative
Expenses and Secured By Liens on Property of the Estate and Granting Adequate Protection Pursuant To
Sections 363 and 364(c) of the Bankruptcy Code

Page 31

Jr., Morris Laing Evans Brock & Kennedy, Chtd., 300 North Mead, Suite 200, Wichita,
Kansas 67202, (wsorensen@morrisolaing.com); and (c) the Office of the United States
Trustee for the District of Kansas, and which objections shall be filed with the Clerk of
the Court, in each case so as to be received no later than 5:00 p.m. (Central Time) on
Tuesday, February 21, 2017.

###

APPROVED BY:

HINKLE LAW FIRM LLC

/s/Edward J. Nazar
Edward J. Nazar, #09845
301 North Main, Suite 2000
Wichita, KS 67202-4820
316.267.2000 / 316.264.1518 fax
enazar@hinklaw.com

FORKER SUTER, LLC

/s/Dan W. Forker, Jr.
Dan W. Forker, Jr., #06442
PO Box 1868
Hutchinson, KS 67504-1868
620.663.7131 / 620.669.0714 fax
dforker@forkersuter.com
Attorneys for Debtors

In the United States Bankruptcy Court for the District of Kansas
IN RE: WK Capital Enterprises, Inc., Capital Pizza Huts, Inc., Capital Pizza Huts of Vermont, Inc., Capital Pizza
of New Hampshire, Inc.
Bankruptcy Case No.
Order Extending Interim Financing Order Authorizing Borrowing With Priority Over Administrative
Expenses and Secured By Liens on Property of the Estate and Granting Adequate Protection Pursuant To
Sections 363 and 364(c) of the Bankruptcy Code

Page 32

MORRIS LAING EVANS BROCK & KENNEDY, CHTD.

/s/William B. Sorensen, Jr.

William B. Sorensen, Jr., #10010
300 North Mead, Suite 200
Wichita, KS 67202
316.262.5991 / 316.262.6226 fax
Wsorensen@morrislainge.com
Attorneys for INTRUST Bank, N.A.

BAKER & McKENZIE LLP
Peter Goodman, NY Sup.Ct. # 2140432
452 Fifth Avenue
New York, NY 10018
212.626.4100 / 212.310.1600 fax
peter.goodman@bakermckenzie.com

and

MARTIN PRINGLE OLIVER WALLACE & BAUER, L.L.P.

/s/Samantha M.H. Woods

Samatha M.H. Woods, #25929
W. Rick Griffin, #21628
100 North Broadway, Suite 500
Wichita, KS 67202-2205
316.265.9311 / 316.265.2955 fax
wrgiffin@martinpringle.com
Attorneys for Pizza Hut LLC

In the United States Bankruptcy Court for the District of Kansas

IN RE: WK Capital Enterprises, Inc., Capital Pizza Huts, Inc., Capital Pizza Huts of Vermont, Inc., Capital Pizza of New Hampshire, Inc.
Bankruptcy Case No.
Order Extending Interim Financing Order Authorizing Borrowing With Priority Over Administrative Expenses and Secured By Liens on Property of the Estate and Granting Adequate Protection Pursuant To Sections 363 and 364(c) of the Bankruptcy Code

Page 33

POLSINELLI PC

/s/Robert J. E. Edwards

James E. Bird, KS #70365
Robert J.E. Edwards, KS #18492
900 West 48th Place, Suite 900
Kansas City, MO 64112
816.753.1000 / 816.753.1536 fax
jbird@polsinelli.com
redwards@polsinelli.com

KUTAK ROCK LLP

/s/Lisa M. Peters

Lisa M. Peters, Neb. Sup.Ct. #24546
Jeffrey T. Wegner, Sup. Ct. # _____
1650 Farnam Street
Omaha, NE 68102-2186
402.331.8814 / 402.346.1148 fax
Lisa.peters@kutakrock.com
Jeffrey.wegner@kutakrock.com
On Behalf of Store Master Funding VI, LLC
(Pro Hac Vice Application to Follow)

In the United States Bankruptcy Court for the District of Kansas

IN RE: WK Capital Enterprises, Inc., Capital Pizza Huts, Inc., Capital Pizza Huts of Vermont, Inc., Capital Pizza of New Hampshire, Inc.
Bankruptcy Case No.

Order Extending Interim Financing Order Authorizing Borrowing With Priority Over Administrative Expenses and Secured By Liens on Property of the Estate and Granting Adequate Protection Pursuant To Sections 363 and 364(c) of the Bankruptcy Code

Page 34

SAMUEL K. CROCKER
U.S. TRUSTEE

Charles S. Glidewell, TX Sup.Ct. #08030300
Charles E. Snyder, OBA #8441
Permitted to appear under 28 U.S.C. §515(a)
Office of the United States Trustee
215 Dean A. McGee, Fourth Floor
Oklahoma City, OK 73102
405.231.5960 / 405.231.5958 fax
charles.glidewell@usdoj.gov
charles.snyder@usdoj.gov



Digitally signed by
CHARLES SNYDER
DN: c=US, o=U.S.
Government, ou=Dept
of Justice, ou=EOUST,
cn=CHARLES SNYDER,
0.9.2342.19200300.100.
1.1=15001002816241
Date: 2017.02.14
12:11:27 -06'00'

	Consolidated Periods 10-15, 2016									
	#1	#2	#3	#4	#5	#6	#7	#8	#9	#10
	Act. (Mo# #1) P10 (10/1-10/9)	Act. (Mo# #1) P11 (10/5-11/1)	Act. (Mo# #1) P12 (11/2-11/29)	Act. (Mo# #1) P13 (11/29-12/7)	Avrg	Post-11 P1 (12/28-1/2)	Post-11 P2 (1/25-2/1)	Post-11 P3 (2/22-3/1)	Post-11 P4 (3/22-4/1)	Post-11 P5 (4/22-5/1)
Gross Sales	4,146,460	4,310,406	4,187,202	4,014,181	4,352,627	4,015	4,015	4,015	4,015	4,015
Promo & allowances	(219,105)	(957,774)	(942,861)	(896,396)	(896,030)	(896)	(896)	(896)	(896)	(896)
Net Sales	3,927,355	3,352,632	3,244,341	3,117,785	3,221,988	3,029	3,029	3,029	3,029	3,029
Merchandise Revenue	2,156	2,232	1,957	1,538	1,988	2	2	2	2	2
Net Revenues	3,225,519	3,350,400	3,191,988	3,115,473	3,219,996	3,031	3,031	3,031	3,031	3,031
Cost of Sales	(911,983)	(916,206)	(861,093)	(878,209)	(892,541)	(879)	(879)	(879)	(879)	(879)
Gross Profit	2,313,536	2,434,194	2,330,895	2,237,264	2,331,455	2,152	2,152	2,152	2,152	2,152
Labor										
Unit Labor	(766,264)	(802,160)	(791,426)	(795,900)	(793,888)	(794)	(794)	(794)	(794)	(794)
Personal Days	(11,733)	(8,086)	(6,777)	(10,442)	(9,752)	(10)	(10)	(10)	(10)	(10)
Employee Benefits	(19,783)	(19,590)	(23,093)	(17,127)	(18,838)	(19)	(19)	(19)	(19)	(19)
Manager Labor	(181,247)	(186,565)	(182,861)	(183,822)	(183,872)	(184)	(184)	(184)	(184)	(184)
Manager Bonus	(3,869)	(7,450)	(5,521)	(5,718)	(5,718)	(6)	(6)	(6)	(6)	(6)
Total Labor	(1,099,795)	(1,037,579)	(1,017,659)	(1,007,311)	(1,011,569)	(1,012)	(1,012)	(1,012)	(1,012)	(1,012)
Advertising										
Local Advertising	(51,404)	(59,743)	(56,767)	(59,494)	(47,460)	(5)	(5)	(5)	(5)	(5)
NMFA Advertising	(82,093)	(85,577)	(81,096)	(79,829)	(81,852)	(8)	(8)	(8)	(8)	(8)
ISM Activities	(41,069)	(42,688)	(40,167)	(37,873)	(46,172)	(4)	(4)	(4)	(4)	(4)
Total Advertising	(134,566)	(147,998)	(137,990)	(137,196)	(135,484)	(13)	(13)	(13)	(13)	(13)
Seminars										
Cash over (short)	(1,870)	(2,260)	(2,938)	(2,211)	(2,210)	(2)	(2)	(2)	(2)	(2)
NF checks & storebacks	(606)	(79)	(977)	(1,041)	(520)	(1)	(1)	(1)	(1)	(1)
Ch Card/Mini Card Fees	(45,409)	(46,380)	(46,810)	(44,871)	(46,660)	(4)	(4)	(4)	(4)	(4)
Cleaning & Laundry	(15,790)	(12,652)	(18,580)	(12,251)	(13,840)	(1)	(1)	(1)	(1)	(1)
Uniforms	(7,863)	(6,689)	(4,558)	(2,812)	(5,218)	(4)	(4)	(4)	(4)	(4)
Paper Products	(10,475)	(11,472)	(10,275)	(6,007)	(10,120)	(9)	(9)	(9)	(9)	(9)
Operating Supplies	(40,807)	(41,508)	(40,364)	(40,203)	(46,534)	(4)	(4)	(4)	(4)	(4)
Maintenance - Bldg & Equip	(92,494)	(105,399)	(105,226)	(154,751)	(114,460)	(11)	(11)	(11)	(11)	(11)
Delivery Vehicle Maint Exp	29,873	29,596	27,307	26,956	28,708	2	2	2	2	2
Utilities	(201,083)	(166,404)	(128,395)	(158,680)	(163,100)	(16)	(16)	(16)	(16)	(16)
Trash Removal	(13,410)	(12,868)	(10,769)	(10,637)	(11,308)	(1)	(1)	(1)	(1)	(1)
Telephone	(81,667)	(40,094)	(31,875)	(34,497)	(34,539)	(8)	(8)	(8)	(8)	(8)
Security Services	(133)	(13)	(20)	(26)	(19)	(0)	(0)	(0)	(0)	(0)
Sales Tax Adjustments	(800)	(620)	(651)	(660)	(709)	(1)	(1)	(1)	(1)	(1)
Travel & Lodging										
Receiving Expense	(5,012)	(1,752)	(823)	59	(1,882)	(2)	(2)	(2)	(2)	(2)
Training Exp & Store Travel	(12)	(28)			(28)					
Training Exp - Mgmt										
Freight & Delivery	(778)	(2,444)	(1,083)	(3,794)	(2,602)	(2)	(2)	(2)	(2)	(2)
Miscellaneous	(145)	(17)	(202)	(623)	(472)	(1)	(1)	(1)	(1)	(1)
Total Semivariables	(440,650)	(422,709)	(405,057)	(468,122)	(424,209)	(41)	(41)	(41)	(41)	(41)
Operating Profit after Semis	642,769	819,835	806,657	618,014	730,193	727	728	728	728	728
Work Comp claim	(3,638)	(10,107)	(51,824)	(41,389)	(41,389)	(5)	(5)	(5)	(5)	(5)
Operating Profit after controllables	629,131	809,728	754,833	610,014	688,804	722	723	723	723	723
Store Admin										
Licenses/Fees/Other Taxes	(670)	(807)	(5,295)	(1,120)	(2,973)	(2)	(2)	(2)	(2)	(2)
Professional Fees	(805)	(2,614)	(2,817)	(839)	(5,798)	(2)	(2)	(2)	(2)	(2)
Insurance - non WC	(41,860)	(42,067)	(41,873)	(42,059)	(41,970)	(4)	(4)	(4)	(4)	(4)
Insurance - WC										
Uninsured Losses		(12,650)			(3,168)	(4)	(4)	(4)	(4)	(4)
Bank Charges	(1,330)	(1,929)	(1,479)	(1,380)	(2,655)	(2)	(2)	(2)	(2)	(2)
Start-Up cost amortization										
Franchise Fees	(142,227)	(148,112)	(140,627)	(137,678)	(142,160)	(1)	(1)	(1)	(1)	(1)
Fee - Non-employee/Staff										
Total Store Admin	(187,192)	(207,699)	(92,583)	(108,076)	(152,813)	(18)	(18)	(18)	(18)	(18)
Profit after Admin	491,939	602,029	662,250	431,938	536,091	670	671	671	671	671
Other Income & expense										
Store Closing Costs	(65)		(129)	(482)	(167)					
Gain/Loss - Fixed Asset Refranchise										
New Product Rollout Costs										
Miscellaneous Income	(10,263)	5,018	2,161	2,674	(108)	3	3	3	3	3
Total other income/expense	(10,263)	5,018	2,033	2,192	(269)	3	3	3	3	3
Profit after other income/expense	481,676	607,047	664,283	434,130	535,822	673	674	674	674	674
Occupancy & Fixed Costs										
Rent	(278,174)	(279,549)	(278,859)	(278,549)	(279,158)					
Common Area Maintenance	(5,432)	(5,452)	(691)	(8,494)	(5,150)					
Real Estate Tax	(61,710)	(69,987)	(61,833)	(61,978)	(62,360)	(6)	(6)	(6)	(6)	(6)
Personal Property Tax										
Equipment Rental										
Depreciation - Bldg	(930)	(930)	(930)	(930)	(930)	(1)	(1)	(1)	(1)	(1)
Depreciation - Leasehold	(20,819)	(20,819)	(20,819)	(20,819)	(20,819)	(2)	(2)	(2)	(2)	(2)
Depreciation - Equipment	(26,884)	(26,884)	(26,884)	(26,884)	(26,884)	(2)	(2)	(2)	(2)	(2)
Amortization Expense	(5,464)	(5,464)	(5,464)	(5,464)	(5,464)	(5)	(5)	(5)	(5)	(5)
Total Occupancy & Fixed Costs	(398,181)	(401,728)	(394,858)	(403,666)	(398,582)	(13)	(13)	(13)	(13)	(13)
Store contribution	82,458	195,321	69,711	38,470	86,181	899	899	899	899	899
Above store costs										
DM costs (9/11)	(59,589)	(59,589)	(59,589)	(59,589)	(59,589)	(7)	(7)	(7)	(7)	(7)
VP of Ops Expenses (2/3)	(24,978)	(24,978)	(24,978)	(24,978)	(24,978)	(2)	(2)	(2)	(2)	(2)
Safety manager	(6,147)	(6,147)	(6,147)	(6,147)	(6,147)	(6)	(6)	(6)	(6)	(6)
CEI payroll & mgmt + Infolyne						(180)	(180)	(180)	(180)	(180)
Add back depr/amortization	52,805	52,805	52,805	52,805	52,805	52	52	52	52	52
Gain/Loss										
Oppr-VP/DM		327		917	161					
EBITDA	35,060	151,053	21,812	(14,101)	40,458	380	386	488	5	5
Cumulative EBITDA						860	797	1,243	3,248	3,248
Extraordinary Expenses										
Utilities - 2 week deposit required						(102)				
Utilities Fees						(33)				
Rent Fees						(42)		(42)		
1/2 Month rent & CAMs						(145)		(145)		
Total Extraordinary						(304)		(304)		
Net after Extraordinary						556	797	939	3,243	3,243
Cumulative after Extraordinary						56	411	1,451	3,248	3,248

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF KANSAS**

IN RE:)	
)	
WK CAPITAL ENTERPRISES, INC.,)	Case No.
)	Chapter 11
_____ Debtor)	
IN RE:)	
)	
CAPITAL PIZZA HUTS, INC.)	Case No.
)	Chapter 11
_____ Debtor)	
IN RE:)	
)	
CAPITAL PIZZA HUTS OF VERMONT, INC.)	Case No.
)	Chapter 11
_____ Debtor)	
IN RE:)	
)	
CAPITAL PIZZA OF NEW HAMPSHIRE, INC.)	Case No.
)	Chapter 11
_____ Debtor)	

AMENDED & RESTATED DIP LOAN TERM SHEET

Co-Borrowers: Capital Pizza of New Hampshire, Inc.
Capital Pizza Huts, Inc.
Capital Pizza Huts of Vermont, Inc.
WK Capital Enterprises, Inc.
(Jointly and Severally, the "Borrower")

Guarantors: Kenneth J. Wagnon
2008 Kenneth J. Wagnon Single Purpose PH Trust
Kenneth J. Wagnon Revocable Trust
2014 Kenneth J. Wagnon Irrevocable PH Trust
2007 Wagnon Family Irrevocable Trust
2007 Kenneth J. Wagnon Irrevocable Trust
(Jointly and Severally, the "Guarantor")

Lender: INTRUST Bank, N.A.

Lender hereby agrees to provide the following credit facility (the "DIP Facility") to Borrower according to the terms and conditions described herein.

Revolving Line of Credit:

Amount: Not to Exceed \$400,000.00

Purpose: To fund working capital, expenses of the above captioned Bankruptcy cases (the "Bankruptcy Cases") and other payments set forth in the Emergency Motion for Entry of Order Authorizing Post-Petition Financing (the "Motion").

Advances: As requested by any Borrower, subject to Borrower's consolidated budget as filed in the Bankruptcy Cases. Advances will be made by Lender into existing deposit accounts / treasury management with Lender, unless other advance methods are requested by Borrower and expressly approved by Lender.

Preconditions: Borrower will obtain orders acceptable to Lender approving the DIP Facility and use of existing cash management systems and existing bank accounts with Lender.

PJ McGovern shall actively assist management of the Borrower during the pendency of the reorganization case.

Events of Default: Standard events of default set forth in the Additional Loan Documents, or default under Cash Collateral Order entered in these cases

Maturity: On the earlier of (i) the date that all or substantially all of Borrower's assets are sold; or (ii) March 31, 2017. Borrowers may request, but Lender has no obligation to grant, an extension of the maturity.

Interest: Fixed interest rate of 7.00% per annum. Interest will be calculated based upon a year consisting of 360 days.

Payments: Lender shall be entitled to sweep a payment from Borrower's existing deposit accounts at any time when the funds in the deposit accounts exceeds the amount necessary to pay items presenting. All amounts outstanding under the DIP Facility will be due and payable upon an Event of Default or Maturity.

Collateral: Valid and enforceable lien, mortgage and/or security interest (the "Post-Petition Lien") in all of the Borrower's presently owned or hereafter acquired property and assets, whether such property and assets were acquired before or after the Petition Date, of any kind or nature, whether real or personal, tangible or intangible, wherever located, and the proceeds

and products thereof (collectively, the “Collateral”, and to the extent created, acquired or arising after the Petition Date, the “Post-Petition Collateral”). Such Post-Petition Liens shall be cross-collateralized between the respective Debtors and Operating Entities and will have the priority described in the Motion and resulting order.

Guaranties: The DIP Facility shall be guaranteed by continuing, unlimited, joint and several guaranties from Guarantors, on Lender’s form.

Documents: Promissory Note, Security Agreements, Mortgages and other collateral documents, Guaranty agreements from each Guarantor, and other documents as may be required by Lender or Court Order (collectively, the “Additional Loan Documents”).