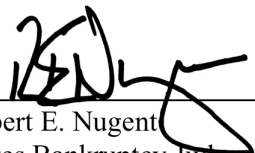


SO ORDERED.

SIGNED this 30th day of June, 2017.




Robert E. Nugent
United States Bankruptcy Judge

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

| | |
|--|---------------------------------|
| IN RE: A-OK ENTERPRISES, LLC Debtor(s) | Case No. 17-11096 Chapter 11 |
| IN RE: A-OK 1, LLC Debtor(s) | Case No. 17-11098 Chapter 11 |
| IN RE: A-OK 2, LLC Debtor(s) | Case No. 17-11099 Chapter 11 |
| IN RE: A-OK 3, LLC Debtor(s) | Case No. 17-11100 Chapter 11 |
| IN RE: A-OK, INC. Debtor(s) | Case No. 17-11097 Chapter 11 |

In the United States Bankruptcy Court for the District of Kansas

IN RE: A-OK Enterprises, LLC; A-OK 1, LLC; A-OK 2, LLC; A-OK 3, LLC; A-OK, Inc.

Bankruptcy Case No. 17-11096; 17-11098; 17-11099; 17-11100; 17-11097

Second Interim Order Authorizing Use of Cash Collateral and Granting Adequate Protection to Simmons Bank,
Successor by Conversion to Simmons First National Bank

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**SECOND INTERIM ORDER AUTHORIZING USE OF
CASH COLLATERAL AND GRANTING ADEQUATE PROTECTION
TO SIMMONS BANK, SUCCESSOR BY CONVERSION TO
SIMMONS FIRST NATIONAL BANK**

This matter comes before the Court on the Stipulated Motion for Interim Order Authorizing Use of Cash Collateral and Granting Adequate Protection to Simmons Bank, Success by Conversion to Simmons First National Bank and the Interim Order Authorizing Use of Cash Collateral and Granting Adequate Protection to Simmons Bank, Successor by Conversion to Simmons First National Bank. The debtors, A-OK Enterprises, LLC, a Kansas limited liability company; A-OK 1, LLC, a Kansas limited liability company; A-OK 2, LLC, a Kansas limited liability company; A-OK 3, LLC, a Kansas limited liability company; and A-OK, Inc., a Kansas corporation, (the "Debtors") appear by and through their counsel Hinkle Law Firm LLC. Simmons Bank, successor by conversion to Simmons First National Bank ("Simmons Bank") appears by and through its counsel, James R. Angell of Kennedy Berkley Yarnevich & Williamson, Chartered. Charles Snyder appears on behalf of the United States Trustee. There are no other appearances.

WHEREUPON, the Court, upon reviewing the file, pleadings and hearing statements of counsel, finds that all terms of the existing Interim Order shall be extended until a final hearing scheduled for **July 13, 2017 at 10:30 a.m.** Any objections must be filed with the Clerk of the Bankruptcy Court on or before the close of business on July 10, 2017. In the event an objection is filed, the hearing on July 13, 2017 at 10:30 a.m. will be an evidentiary hearing. A copy of the

In the United States Bankruptcy Court for the District of Kansas

IN RE: A-OK Enterprises, LLC; A-OK 1, LLC; A-OK 2, LLC; A-OK 3, LLC; A-OK, Inc.

Bankruptcy Case No. Bankruptcy Case No. 17-11096; 17-11098; 17-11099; 17-11100; 17-11097

Second Interim Order Authorizing Use of Cash Collateral and Granting Adequate Protection to Simmons Bank,
Successor by Conversion to Simmons First National Bank

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proposed Final Order Authorizing Use of Cash Collateral and Granting Adequate Protection to Simmons Bank, Successor by Conversion to Simmons First National Bank is attached hereto.

The Debtors shall serve notice of this Second Interim Order on: (i) the United States Trustee; (ii) counsel for Simmons Bank, successor by conversion to Simmons First National Bank; (iii) the Internal Revenue Service; (iv) the Kansas Department of Revenue; (v) those creditors holding the twenty largest unsecured claims against the Debtors' estates; and (vi) all creditors and parties in interest as set forth on the matrices of the Debtors.

IT IS SO ORDERED.

#

APPROVED BY:

HINKLE LAW FIRM LLC

/s/Edward J. Nazar

Edward J. Nazar, #09845

1617 North Waterfront Parkway, Suite 400

Wichita, KS 67206-6639

316.267.2000 / 316.264.1518 fax

enazar@hinklaw.com

Attorneys for Debtors

KENNEDY BERKLEY YARNEVICH & WILLIAMSON, CHTD.

/s/James R. Angell

James R. Angell, #19329

PO Box 2567

Salina, KS 67402-2567

785.825.4674 / 785.825.5936 fax

jangell@kenberk.com

Attorney for Simmons Bank

In the United States Bankruptcy Court for the District of Kansas

IN RE: A-OK Enterprises, LLC; A-OK 1, LLC; A-OK 2, LLC; A-OK 3, LLC; A-OK, Inc.

Bankruptcy Case No. Bankruptcy Case No. 17-11096; 17-11098; 17-11099; 17-11100; 17-11097

Second Interim Order Authorizing Use of Cash Collateral and Granting Adequate Protection to Simmons Bank,
Successor by Conversion to Simmons First National Bank

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SAMUEL K. CROCKER
UNITED STATES TRUSTEE

/s/Charles E. Snyder

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

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

IN RE:

A-OK ENTERPRISES, LLC

Debtor(s)

Case No. 17-11096
Chapter 11

IN RE:

A-OK 1, LLC

Debtor(s)

Case No. 17-11098
Chapter 11

IN RE:

A-OK 2, LLC

Debtor(s)

Case No. 17-11099
Chapter 11

IN RE:

A-OK 3, LLC

Debtor(s)

Case No. 17-11100
Chapter 11

IN RE:

A-OK, INC. Debtor(s)

Case No. 17-11097
Chapter 11

In the United States Bankruptcy Court for the District of Kansas

IN RE: A-OK Enterprises, LLC; A-OK 1, LLC; A-OK 2, LLC; A-OK 3, LLC; A-OK, Inc.

Bankruptcy Case No. 17-11096; 17-11098; 17-11099; 17-11100; 17-11097

Final Order Authorizing Use of Cash Collateral and Granting Adequate Protection to Simmons Bank, Successor by Conversion to Simmons First National Bank

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**FINAL ORDER AUTHORIZING USE OF
CASH COLLATERAL AND GRANTING ADEQUATE PROTECTION
TO SIMMONS BANK, SUCCESSOR BY CONVERSION TO
SIMMONS FIRST NATIONAL BANK**

This matter comes before the Court on the Stipulated Motion for Final Order Authorizing Use of Cash Collateral and Granting Adequate Protection to Simmons Bank, Success by Conversion to Simmons First National Bank. The debtors, A-OK Enterprises, LLC, a Kansas limited liability company; A-OK 1, LLC, a Kansas limited liability company; A-OK 2, LLC, a Kansas limited liability company; A-OK3, LLC, a Kansas limited liability company; and A-OK, Inc., a Kansas corporation, (the "Debtors") appear by and through their counsel Hinkle Law Firm LLC. Simmons Bank, successor by conversion to Simmons First National Bank ("Simmons Bank") appears by and through its counsel, James R. Angell of Kennedy Berkley Yarnevich & Williamson, Chartered. Charles Snyder appears on behalf of the United States Trustee. There are no other appearances.

WHEREUPON THE COURT FINDS:

1. Petition. On or about June 9, 2017, the Debtors commenced their Chapter 11 cases (the "Petition Date"), by filing voluntary petitions for relief under Chapter 11 of Title 11 (the "Bankruptcy Code").
2. Jurisdiction and Venue. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

3. Interim Order. The Court granted an Interim Order Authorizing Use of Cash Collateral [Dkt #46]. This Final Order supersedes the Interim Order.
4. Notice. Notice was given by the Debtors of the Motion for use of cash collateral under Bankruptcy Rule 4001(c). A copy of the Interim Order was also served on (i) the United States Trustee; (ii) counsel for Simmons Bank, successor by conversion to Simmons First National Bank; (iii) the Internal Revenue Service; (iv) the Kansas Department of Revenue; and (v) those creditors holding the twenty largest unsecured claims against the Debtors' estates.
5. Cash Collateral. All of the cash of the Debtors in existence on the Petition Date and all cash that is acquired by the Debtors after the Petition Date as proceeds of Pre-Petition Collateral constitutes cash collateral (the "**Cash Collateral**") within the meaning of Section 363(a) of the Bankruptcy Code for the benefit of Simmons Bank.
6. Loan Agreement. Pursuant to the terms of a certain note dated July 31, 2013, in the original principal amount of \$5,000,000 (the "Loan") and subject to the terms and conditions of a certain Amended and Restated Commercial Loan Agreement entered into as of March 31, 2015, as amended (the "Loan Agreement"), by and between Simmons Bank and the Debtors, together with non-debtors, Hevin, LLC ("Hevin") and Bruce Harris ("Harris"), an individual, collectively referred to as "Borrowers" and/or "Guarantors"). A true and correct copy of the Loan Agreement, together with all subsequent amendments, are attached to the original Motion as **Exhibit A** and incorporated by reference herein.

7. Note. The Loan is evidenced by that certain Amended and Restated Revolving Credit Note dated March 31, 2015, in the principal amount of \$4,000,000 ("Note"), signed by Borrowers payable to the Order of Simmons Bank. A true and correct copy of the Note, together with all subsequent modifications and extensions thereof, are attached to the original Motion as **Exhibit B** and incorporated herein by reference. The Loan Agreement and Note are hereinafter collectively referred to as the "Pre-Petition Obligations."
8. Security Agreement. The Note is secured by that certain Commercial Security Agreement dated as of July 31, 2013 (the "Security Agreement"), a copy of which is attached to the original Motion as **Exhibit C**, whereby Borrowers granted to Simmons Bank a security interest in the following personal property (collectively, the "Assets"):
 - a. All accounts receivable (consisting of all accounts; general intangibles; chattel paper (including without limit electronic chattel paper and tangible chattel paper); contract rights; deposit accounts; documents; instruments; rights to payment evidenced by chattel paper, documents or instruments; health care insurance receivables; commercial tort claims; letters of credit; letter of credit rights; supporting obligations; and rights to payment for money or funds advanced or sold);
 - b. All inventory in all of its forms, wherever located, and raw materials and work in process therefor, finished goods thereof, and materials used or consumed in the manufacture or production thereof; goods in which the

- Borrowers have an interest in mass or joint other interest or right of any kind (including, without limitation, goods in which the Borrowers have an interest or right as co-signee); and goods which are returned to or repossessed by the Borrowers;
- c. All equipment and fixtures, in all its forms, wherever located;
 - d. All software (consisting of all (i) computer programs and supporting information provided in connection with a transaction relating to the program, and (ii) computer programs embedded in goods and any supporting information provided in connection with a transaction relating to the program whether or not the program is associated with the goods in such a manner that it customarily is considered part of the goods, and whether or not, by becoming the owner of the goods, and whether or not the program is embedded in goods that consist solely of the medium in which the program is embedded;
 - e. All goods, instruments, documents, policies and certificates of insurance, deposits, money, investment property or other property (except real property which is not a fixture) which are now or later in possession or control of Simmons Bank, or as to which Simmons Bank now or later controls possession by documents or otherwise; and
 - f. All additions, attachments, accessions, parts, replacements, substitutions,

renewals, interest, dividends, distributions, rights of any kind (including but not limited to stock splits, stock rights, voting and preferential rights), products, and proceeds of or pertaining to the above including, without limit, cash or other property which were proceeds and are recovered by a bankruptcy trustee or otherwise as a preferential transfer by Borrowers.

9. Financing Statement. The security interest granted in the Security Agreement was properly perfected by the filing UCC-1 Financing Statement #7017312 (the "Financing Statement") with the Kansas Secretary of State on August 5, 2013. A true and correct copy of the Security Agreement and Financing Statement are attached to the original Motion as **Exhibit D** and incorporated herein by this reference. The Security Agreement and Financing Statement are hereinafter collectively referred to as the "Pre-Petition Collateral."
10. Guaranty. Harris executed and delivered to Simmons Bank a Guaranty effective as of July 13, 2013 (the "Guaranty") unconditionally guaranteeing the payment and performance of the Note. A true and correct copy of the Guaranty is attached to the original Motion as **Exhibit E** and incorporated herein by this reference.
11. Loan Documents. The Loan Agreement, Note, Security Agreement, Guaranty and all other loan documents delivered to Simmons Bank in connection with the Loan are collectively referenced to as the "Loan Documents."
12. Post-Petition Use of Cash Collateral. The Debtors hereby request for the Debtors' use of

Cash Collateral and other financial accommodations on the terms and conditions set forth in the final order.

13. Extension of Loan Documents and Pre-Petition Obligations. The Debtors request the Court approve any extension of maturity of the Loan Documents required to effectuate the terms of this Motion and the requested Final Order.
14. Need for Use of Cash Collateral and Related Financial Accommodations. Absent entry of an Order herein, the Debtors do not have sufficient sources of working capital, including cash collateral, to continue the orderly operation of their businesses and administration of their estates. Accordingly, the access of the Debtors to sufficient working capital and liquidity through the Cash Collateral is vital to the operation and maintenance of the Debtors' estate and is necessary to maximize the recovery to which creditors of the Debtors are entitled.
15. Budget & Variance. The Debtors have prepared and delivered a revised budget (the "**Budget**") for this Final Order, which is annexed hereto. Such Budget has been thoroughly reviewed by the Debtors and their management and sets forth, among other things, the projected disbursements for the periods covered thereby. The Debtors represent in its good faith determination that the Budget is achievable in accordance with the terms herein and will allow the Debtors to operate at all times during these cases without the accrual of unpaid administrative expenses. A monthly variance not to exceed fifteen percent (15%) of the budgeted amounts of total cash disbursements for such month

by category and in the aggregate shall be allowed in any line item of the Budget. The Debtor shall submit daily management reports for all:

- a. Check cashing;
- b. Payday loans;
- c. Title loans;
- d. Installment loans;
- e. Line of credit loans; and
- f. Pawn service store reports.

Copies of exemplaries are attached to the original Motion as **Exhibit G**. As adequate protection for any use or diminution in the value of the Simmons Bank's respective interest in the Pre-Petition Collateral (including, without limitation, the Cash Collateral), the Debtors (i) shall comply with the Budget and shall not make any disbursements other than those set forth in the Budget, subject to the 15% variance; and (ii) shall deliver to Simmons Bank, by the end of the second business day of each week, a weekly variance report setting forth Budget-to-actual comparisons for the immediately prior week. The Budget may be modified with the prior written consent of the Simmons Bank, without further order of the Court, or upon order of the Court as necessary. Each modified budget shall be filed with the Court.

16. Consultant- Roger Eastwood. The Debtors shall employ Roger Eastwood to serve as a professional business consultant to the estate. Mr. Eastwood's primary duties shall be as a

consultant performing independent review, investigatory and oversight services of the Debtors for the benefit of counsel, the secured creditor and the estates. The duties shall be as determined and shall subsequently be authorized by these parties.

17. Business Judgment and Good Faith. The use of Cash Collateral and the grant of adequate protection liens hereunder are fair, just and reasonable under the circumstances and reflects the Debtors' exercise of its prudent business judgment consistent with their fiduciary duties, and are supported by reasonably equivalent value and fair consideration.
18. Authorization to Use Cash Collateral. The Debtors are authorized to use the Cash Collateral pursuant to the terms and conditions set forth herein during the period commencing on the Petition Date to expire on September 30, 2017 ("**Financing Period**"), in such amounts as set forth in the Budget. During the Financing Period, the Debtors' expenditures shall be limited to those expenditures specifically authorized in the Budget.
19. Adequate Protection Payment. The Financing Period shall be extended upon entry of a final order for a period of approximately ninety (90) days, expiring September 30, 2017. As adequate protection of Simmons Bank's interest, a monthly payment representing the non-default rate of monthly interest accruing on Simmons Bank's Pre-Petition Credit Facility and Pre-Petition Obligations as set forth in the Budget shall be paid no later than the tenth (10th) day of each calendar month beginning in July, 2017, during the Financing Period pursuant to the provisions of Section 363 of the Bankruptcy Code. In addition, the Debtors shall have the right to satisfy in full any secured debt due Simmons Bank.

20. Adequate Protection Lien. Simmons Bank shall have and is hereby granted as adequate protection for any post-petition diminution in value of its Pre-Petition Collateral (including, without limitation, Cash Collateral), additional and replacement security interests and liens in and upon all of the Pre-Petition Collateral and all of the Debtors' now owned and after acquired assets and rights of any kind or nature and wherever located, excluding estate causes of action pursuant to Chapter 5 of the Bankruptcy Code (the "**Adequate Protection Collateral**"). The Adequate Protection Collateral is referred to herein as the "**Collateral**." In accordance with Sections 553(b) and 361 of the Bankruptcy Code, the value, if any, in any of the Collateral, in excess of the amount of obligations secured by such Collateral shall constitute adequate protection for the use by the Debtors and the diminution in the value of the Collateral existing on the Petition Date. The Adequate Protection Liens shall be senior and prior to all other interests or liens whatsoever in or on the Collateral, and shall be subject and junior only to the Carve Out Costs (as defined below) and any duly perfected and unavoidable existing liens that are senior to Simmons Bank's Pre-Petition Liens (the "**Permitted Liens**").
21. Perfection of Adequate Protection Liens. The entry of a final order shall be sufficient and conclusive evidence of the priority, perfection and validity of the Adequate Protection Liens, without any further act and without regard to any other federal, state or local requirements or law requiring notice, filing, registration, recording or possession of the Collateral, or other act to validate or perfect such security interest or lien (a "**Perfection**

Act"). Notwithstanding the foregoing, if Simmons Bank, in its sole discretion, elects for any reason to file, record or otherwise effectuate any Perfection Act, Simmons Bank is authorized to perform such act and the Debtors are authorized and directed to perform such act to the extent necessary or required by Simmons Bank, which act or acts shall be deemed to have been accomplished as of the date and time of the entry of any interim or final order notwithstanding the date and time actually accomplished, and in such event, the subject filing or recording office is authorized to accept, file or record any document in regard to such act in accordance with applicable law. Simmons Bank may choose to file, record or present a certified copy of any interim or final order in the same manner as a Perfection Act, which shall be tantamount to a Perfection Act, and, in such event, the subject filing or recording office is authorized to accept, file or record such certified copy of any interim or final order in accordance with applicable law. Should Simmons Bank so choose and attempt to file, record or perform a Perfection Act, no defect or failure in connection with such attempt shall in any way limit, waive or alter the validity, enforceability, attachment or perfection of the Adequate Protection Liens granted herein by virtue of the entry of any interim or final order. Creditors and parties in interest were given a period of sixty (60) days from the date of the interim hearing (June 9, 2017) to contest or object to the perfection of Simmons Bank. In addition, in the event the case is converted to Chapter 7, a Chapter 7 Trustee shall have a sixty (60) day window from the date of appointment to contest the perfection of Simmons Bank.

22. No Liens, Additional Adequate Protection. As further adequate protection of the Simmons Bank's interest, the Debtors shall not grant any additional liens on any of its assets. Simmons Bank reserves the right to file with the Court a motion to seek additional adequate protection of its interest.
23. Superpriority Administrative Expense. To the extent of the Debtors' use of Cash Collateral and any other diminution in value, Simmons Bank may seek, through motion the authorization for and approval by the Court of an allowed superpriority administrative expense claim as provided and to the full extent allowed by Sections 503(a), 507(a) and 507(b) of the Bankruptcy Code and otherwise (the "**Superpriority Claim**"). To the extent a Superpriority Administrative Claim is granted by the Court, it shall, subject to the Carve Out Costs (as hereinafter defined), be an allowed claim against the Debtors with priority over any and all other administrative expenses and all other claims (with the exception of the Carve Out Costs) against the Debtors, now existing or hereinafter arising, of any kind whatsoever, including, without limitation, all other administrative expenses of the kind specified in Sections 503(b) and 507(b) of the Bankruptcy Code, and over any and all other administrative expenses or other claims arising under any other provision of the Bankruptcy Code, whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy or attachment, which allowed Superpriority Claim shall be payable from and have recourse to all pre- and post-petition property of the Debtors. Any grant of a superpriority administrative expense shall be only

available upon the showing of a failure of adequate protection.

24. Carve Out Costs. Upon the termination of any Order hereunder, the liens and security interests of Simmons Bank in the Collateral and the Superpriority Claim shall be subject only to the right of payment of the following expenses (the "**Carve Out Costs**"):

- a. Fees payable to the Clerk of this Court;
- b. Subject to the terms and conditions of any interim or final order and further subject to the aggregate amounts set forth in the Budget, the unpaid and outstanding reasonable fees and expenses incurred on or after the Petition Date and approved by a final order of the Court pursuant to Sections 326, 328, 330 or 331 of the Bankruptcy Code (collectively, the "**Allowed Professional Fees**"), by attorneys, accountants and other professionals retained by the Debtors and Creditor Committee counsel (collectively, the "**Debtors' Professionals**"); and
- c. In addition, statutory United States Trustee fees shall be part of the allowed Carve Out Costs.

25. Carve Out Costs – Usage. No portion of the Carve Out Costs and no Pre-Petition Collateral (or proceeds thereof) may be used to pay any fees or expenses incurred by any entity, including the Debtors in connection with claims or causes of action adverse to the Simmons Bank's interest in the Pre-Petition Collateral including (1) preventing, hindering, or delaying Simmons Bank's enforcement or realization upon any of the Pre-Petition

Collateral once and Event of Default has occurred; (2) using or seeking to use Cash Collateral or incurring indebtedness in violation of the terms hereof, or selling any Pre-Petition Collateral without the consent of Simmons Bank; or (3) objecting to or contesting in any manner, or in raising any defenses to, the validity, extent, amount, perfection, priority, or enforceability of the Pre-Petition Obligations or any liens or security interests with respect thereto or any other rights or interest of Simmons Bank, or in asserting any claims or causes of action, including, without limitation, any actions under chapter 5 of the Bankruptcy Code, against Simmons Bank.

26. Events of Default. The following shall constitute an Event of Default:

- a. Failure to make any required Adequate Protection Payment;
- b. The violation by the Debtors of any terms of the Final Order;
- c. Debtors failure to satisfy any covenants under the Loan Documents not otherwise altered or amended herein;
- d. A material change in Roger Eastwood's employment in this case;
- e. A motion for sale of all or substantially all of the assets of the Debtors pursuant to Section 363 of the Bankruptcy Code that prohibits a credit bid by Simmons Bank on any of its collateral;
- f. The entry of an order converting this to a case to Chapter 7 or terminating the authority of the Debtors to operate business; and
- g. The appointment of a trustee in this case.

26. General Provisions.

- a. Simmons Bank will not be deemed to have suspended or waived any of its rights or remedies under the Final Order, the Loan Documents, the Bankruptcy Code, or applicable nonbankruptcy law unless such suspension or waiver is hereafter made in writing, signed by a duly authorized officer or agent of Simmons Bank and directed to Debtors. No failure of the Simmons Bank to require strict performance by Debtors of any provision of this Final Order will waive, affect, or diminish any right of Simmons Bank thereafter to demand strict compliance and performance therewith, and no delay on the part of Simmons Bank in the exercise of any right or remedy under the Final Order, the Loan Documents, or applicable nonbankruptcy law will preclude the exercise of any right or remedy. Further, the Final Order does not constitute a waiver by Simmons Bank of any of its respective rights under the Loan Documents, the Bankruptcy Code, or applicable nonbankruptcy law, including, without limitation, Simmons Bank's right to later assert that any of its interests in the Pre-Petition Collateral lack adequate protection within the meaning of Bankruptcy Code sections 362(d) or 363(e) or any other provision thereof or a claim under section 507(b) of the Bankruptcy Code.
- b. To the extent there exists any conflict among this Motion, the Loan

Documents, and the terms of the Final Order, the Final Order shall govern and control.

- c. In connection with the sale or other disposition, whether under Bankruptcy Code section 363 or otherwise, of all or any portion of the Pre-Petition Collateral in which the Simmons Bank has an interest, pursuant to section 363(k) of the Bankruptcy Code, the Simmons Bank shall have the right to use the Pre-Petition Obligations or any part thereof to credit bid with respect to any bulk or piecemeal sale of all or any portion of the Pre-Petition Collateral.
- d. Simmons Bank and the Pre-Petition Collateral will not be subject to the doctrine of marshaling.

27. Binding Effect. The provisions of this Final Order and the Loan Documents, the obligations herein and any and all rights, remedies, privileges and benefits in favor of Simmons Bank provided or acknowledged herein, and any actions taken pursuant hereto, shall be effective immediately upon entry of any interim or final order pursuant to Bankruptcy Rules 6004(g) and 7062, shall continue in full force and effect, and shall survive entry of any such other order, including, without limitation any order which may be entered confirming any Plan of Reorganization, converting these cases to any other chapter under the Bankruptcy Code, or dismissing these cases.

Any order dismissing these cases under Section 1112 or otherwise shall be deemed

to provide (in accordance with Sections 105 and 349 of the Bankruptcy Code) that:

- a. The liens and security interests of Simmons Bank in the Collateral shall continue in full force and effect notwithstanding such dismissal until the Debtors' Pre-Petition Obligations and Adequate Protection Obligations are indefeasibly paid and satisfied in full; and
- b. This Court shall retain jurisdiction, notwithstanding such dismissal, for the purposes of enforcing any liens in the Collateral.

This Final Order shall be binding upon the Debtors, all parties in interest in these cases and their respective successors and assigns who have received notice of this motion. Any committee shall have 60 days from the notice of the committee's appointment, and a trustee shall have 60 days from the notice of the trustee's appointment to review the extent, priority and validity of the documents evidencing the debtors' pre-petition obligations to Simmons Bank. If no objection is filed with the Court by the respective 60th day, the committee or trustee shall be bound by the terms of the Final Order. The Final Order shall also inure to the benefit of the Pre-Petition Lender and the Debtors and their successors and assigns.

28. Replacement Lien. Notwithstanding any other terms of the Motion, this Simmons Bank shall only be entitled a replacement lien and newly generated (post-petition) equivalent collateral to the extent the pre-petition collateral is collected and used by the Debtors in ongoing operations.

In the United States Bankruptcy Court for the District of Kansas

IN RE: A-OK Enterprises, LLC; A-OK 1, LLC; A-OK 2, LLC; A-OK 3, LLC; A-OK, Inc.

Bankruptcy Case No. Bankruptcy Case No. 17-11096; 17-11098; 17-11099; 17-11100; 17-11097

Final Order Authorizing Use of Cash Collateral and Granting Adequate Protection to Simmons Bank, Successor by Conversion to Simmons First National Bank

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29. Chapter 5 Causes of Action. The Debtors shall not be obligated, nor Simmons Bank shall require a pledging of the Debtors' Chapter 5 causes of action to Simmons Bank as additional collateral.
30. Notice. No trustee or examiner has been appointed in these Chapter 11 cases. The Debtors have served notice of this Final Order on: (i) the United States Trustee; (ii) counsel for Simmons Bank, successor by conversion to Simmons First National Bank; (iii) the Internal Revenue Service; (iv) the Kansas Department of Revenue; and (v) those creditors holding the twenty largest unsecured claims against the Debtors' estates. The Debtors submit that no other or further notice need be provided.
31. All other terms and conditions of the Motion are incorporated herein provided that they are not in conflict or contravention of the amendments herein.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED the use of Cash Collateral and Adequate Protection are granted as set forth herein on a final basis.

IT IS SO ORDERED.

###

APPROVED BY:

HINKLE LAW FIRM LLC

/s/Edward J. Nazar

Edward J. Nazar, #09845

1617 North Waterfront Parkway, Suite 400

Wichita, KS 67206-6639

316.267.2000 / 316.264.1518 fax

enazar@hinklawn.com

Attorneys for Debtors

In the United States Bankruptcy Court for the District of Kansas

IN RE: A-OK Enterprises, LLC; A-OK 1, LLC; A-OK 2, LLC; A-OK 3, LLC; A-OK, Inc.

Bankruptcy Case No. Bankruptcy Case No. 17-11096; 17-11098; 17-11099; 17-11100; 17-11097

Final Order Authorizing Use of Cash Collateral and Granting Adequate Protection to Simmons Bank, Successor by
Conversion to Simmons First National Bank

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KENNEDY BERKLEY YARNEVICH & WILLIAMSON, CHTD.

/s/James R. Angell

James R. Angell, #19329

PO Box 2567

Salina, KS 67402-2567

785.825.4674 / 785.825.5936 fax

jangell@kenberk.com

Attorney for Simmons Bank

SAMUEL K. CROCKER

UNITED STATES TRUSTEE

/s/Charles E. Snyder

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

| | <u>June 1st-4th</u> | <u>June 5th-11th</u> | <u>June 12th-18th</u> | <u>June 19th-25th</u> | <u>June 26th-30th</u> | <u>June Total</u> | <u>Orig June Budget</u> |
|-----------------------------------|---------------------|----------------------|-----------------------|-----------------------|-----------------------|-------------------|-------------------------|
| Income: | | | | | | | |
| Pawn Interest | \$ 15,500 | 36,167 | 36,167 | 36,167 | 31,000 | 155,000 | 155,000 |
| Retail Sales | 40,000 | 93,333 | 93,333 | 93,333 | 80,000 | 400,000 | 400,000 |
| Scrap Gold | 7,500 | 17,500 | 17,500 | 17,500 | 15,000 | 75,000 | 75,000 |
| Financial Services | 7,500 | 17,500 | 17,500 | 17,500 | 15,000 | 75,000 | 75,000 |
| Miscellaneous Income | 500 | 1,167 | 1,167 | 1,167 | 1,000 | 5,000 | 5,000 |
| Rent Income | 600 | 1,400 | 1,400 | 1,400 | 1,200 | 6,000 | 6,000 |
| Total Income | 71,600 | 167,067 | 167,067 | 167,067 | 143,200 | 716,000 | 716,000 |
| Cost of Goods Sold: | | | | | | | |
| Retail Goods | 18,400 | 42,933 | 42,933 | 42,933 | 36,800 | 184,000 | 184,000 |
| Scrap Gold | 4,125 | 9,625 | 9,625 | 9,625 | 8,250 | 41,250 | 41,250 |
| Jewelry Repairs and Miscellaneous | 1,000 | 2,333 | 2,333 | 2,333 | 2,000 | 10,000 | 10,000 |
| Total Cost of Goods Sold | 23,525 | 54,892 | 54,892 | 54,892 | 47,050 | 235,250 | 235,250 |
| | | | | | | | 33% |
| Gross Profit (carry forward) | \$ 48,075 | 112,175 | 112,175 | 112,175 | 96,150 | 480,750 | 480,750 |

See accountant's compilation report and summary of significant accounting assumptions.

| | <u>June 1st-4th</u> | <u>June 5th-11th</u> | <u>June 12th-18th</u> | <u>June 19th-25th</u> | <u>June 26th-30th</u> | <u>June Total</u> | <u>Orig June Budget</u> |
|-----------------------------------|---------------------|----------------------|-----------------------|-----------------------|-----------------------|-------------------|-------------------------|
| Gross Profit (continued) | \$ 48,075 | 112,175 | 112,175 | 112,175 | 96,150 | 480,750 | 480,750 |
| Expenses: | | | | | | | |
| Wages | | | 120,000 | | | 120,000 | 240,000 |
| Rent | 10,000 | 39,945 | 22,000 | 22,055 | | 94,001 | 87,000 |
| Professional Fees: | | | | | | | |
| Hinkle Law | 6,296 | | 4,796 | 4,796 | 4,111 | 20,000 | 20,000 |
| Larson & Company | 7,546 | 18,877 | 4,752 | 4,752 | 4,073 | 40,000 | 40,000 |
| Depew, Gillen, Rathbun & McInteer | | 11,138 | 3,862 | | | 15,000 | 15,000 |
| Morris Anderson (Appraiser) | | | | 30,000 | | 30,000 | 30,000 |
| Roger Eastwood | | 5,000 | | | | 5,000 | 5,000 |
| Trustee Transaction Fees | | | | | | | |
| Less Trust Fund Withdrawals | (13,842) | (30,015) | (13,411) | (39,549) | (8,184) | (105,000) | |
| Utilities | 672 | 8,523 | | 18,906 | | 28,201 | 25,000 |
| Payroll Taxes | | - | 12,600 | | | 12,600 | 25,200 |
| Bank Interest | | - | | 18,000 | | 18,000 | 18,000 |
| Employee Benefits | | - | 8,000 | | | 16,000 | 16,000 |
| Software | 1,800 | 726 | | 13,542 | | 16,068 | 15,800 |
| Bank/Title/E-Commerce Fees | 50 | 55 | 3,876 | 3,876 | 3,322 | 11,179 | 15,000 |
| Miscellaneous Expenses | 699 | 3,708 | 3,708 | 3,708 | 3,178 | 15,000 | 15,000 |
| Advertising | 3,010 | | | 8,990 | | 12,000 | 12,000 |
| Insurance (excluding benefits) | 2,109 | | | | 7,891 | 10,000 | 10,000 |
| Building Repairs | 607 | 2,197 | | 2,196 | | 5,000 | 5,000 |
| Supplies | 105 | | 3,448 | | 3,447 | 7,000 | 7,000 |
| Real Estate Taxes | | | | | 6,000 | 6,000 | 6,000 |
| Contract Labor | - | 901 | 901 | 901 | 772 | 3,500 | 3,500 |
| Manager Commissions | - | - | - | - | - | - | - |
| Total Expenses | 19,077 | 61,155 | 174,532 | 92,174 | 165,210 | 512,149 | 610,500 |
| Net Income and Selected Expenses | \$ 28,998 | 51,020 | (62,357) | 20,001 | (69,060) | (31,399) | (129,750) |

See accountant's compilation report and summary of significant accounting assumptions.

A-OK Enterprises, LLC
Forecasted Schedule of Income and Selected Expenses
June 2017 - December 2017

| <u>Variance to orig.</u> | <u>July 1st-2nd</u> | <u>July 3rd-9th</u> | <u>July 10th-16th</u> | <u>July 17th-23rd</u> | <u>July 24th-30th</u> | <u>July 31st</u> | <u>July Total</u> | <u>Orig July Budget</u> | <u>Variance to Orig Budget</u> | <u>August</u> |
|--------------------------|---------------------|---------------------|-----------------------|-----------------------|-----------------------|------------------|-------------------|-------------------------|--------------------------------|---------------|
| <u>budget</u> | | | | | | | | | | |
| (0) | 10,968 | 38,387 | 38,387 | 38,387 | 38,387 | 5,484 | 170,000 | 170,000 | (0) | 180,000 |
| 0 | 30,968 | 108,387 | 108,387 | 108,387 | 108,387 | 15,484 | 480,000 | 480,000 | (0) | 450,000 |
| - | 7,097 | 24,839 | 24,839 | 24,839 | 24,839 | 3,548 | 110,000 | 110,000 | - | 120,000 |
| - | 4,839 | 16,935 | 16,935 | 16,935 | 16,935 | 2,419 | 75,000 | 75,000 | 0 | 70,000 |
| (0) | 323 | 1,129 | 1,129 | 1,129 | 1,129 | 161 | 5,000 | 5,000 | 0 | 5,000 |
| - | 387 | 1,355 | 1,355 | 1,355 | 1,355 | 194 | 6,000 | 6,000 | (0) | 6,000 |
| (0) | 54,581 | 191,032 | 191,032 | 191,032 | 191,032 | 27,290 | 846,000 | 846,000 | - | 831,000 |
| 0 | 14,245 | 49,858 | 49,858 | 49,858 | 49,858 | 7,123 | 220,800 | 220,800 | 0 | 207,000 |
| - | 3,903 | 13,661 | 13,661 | 13,661 | 13,661 | 1,952 | 60,500 | 60,500 | - | 66,000 |
| 0 | 645 | 2,258 | 2,258 | 2,258 | 2,258 | 323 | 10,000 | 10,000 | 0 | 10,000 |
| 0 | 18,794 | 65,777 | 65,777 | 65,777 | 65,777 | 9,397 | 291,300 | 291,300 | 0 | 283,000 |
| 48% | | | | | | | | | | |
| (0) | 35,787 | 125,255 | 125,255 | 125,255 | 125,255 | 17,894 | 554,700 | 554,700 | (0) | 548,000 |

See accountant's compilation report and summary of significant accounting assumptions.

A-OK Enterprises, LLC
Forecasted Schedule of Income and Selected Expenses
June 2017 - December 2017

| <u>Variance to orig.</u> <u>budget</u> | <u>July 1st-2nd</u> | <u>July 3rd-9th</u> | <u>July 10th-16th</u> | <u>July 17th-23rd</u> | <u>July 24th-30th</u> | <u>July 31st</u> | <u>July Total</u> | <u>Orig July</u> <u>Budget</u> | <u>Variance to Orig.</u> <u>Budget</u> | <u>August</u> |
|---|---------------------|---------------------|-----------------------|-----------------------|-----------------------|------------------|-------------------|-----------------------------------|---|---------------|
| (0) | 35,787 | 125,255 | 125,255 | 125,255 | 125,255 | 17,894 | 554,700 | 554,700 | (0) | 548,000 |
| - | | | 115,000 | | 115,000 | | 230,000 | 230,000 | - | 220,000 |
| (7,001) | 10,000 | 31,500 | 22,000 | 22,055 | | | 85,555 | 87,000 | 1,445 | 87,000 |
| 0 | 1,290 | 4,516 | 4,516 | 4,516 | 4,516 | 645 | 20,000 | 20,000 | - | 15,000 |
| (0) | 968 | 3,387 | 3,387 | 3,387 | 3,387 | 484 | 15,000 | 15,000 | 0 | 5,000 |
| (0) | 968 | 3,387 | 3,387 | 3,387 | 3,387 | 484 | 15,000 | 15,000 | 0 | 10,000 |
| - | | 5,000 | | | | | 5,000 | 5,000 | - | 3,000 |
| - | | | | | 3,500 | | 3,500 | | (3,500) | |
| 105,000 | (3,226) | (11,290) | (11,290) | (11,290) | (7,903) | 1,613 | (43,387) | 30,000 | 43,387 | 30,000 |
| (3,201) | | 10,000 | | 20,000 | | | 30,000 | 24,150 | - | 23,100 |
| - | | | 12,075 | 18,000 | 12,075 | | 24,150 | 18,000 | - | 18,000 |
| - | | | 8,000 | | 8,000 | | 16,000 | 16,000 | - | 16,000 |
| - | | | | 13,500 | | | 15,800 | 15,800 | - | 15,800 |
| (268) | 1,800 | 500 | | | | | 15,000 | 15,000 | 0 | 15,000 |
| 3,821 | 968 | 3,387 | 3,387 | 3,387 | 3,387 | 484 | 15,000 | 15,000 | 0 | 15,000 |
| (0) | 968 | 3,387 | 3,387 | 3,387 | 3,387 | 484 | 12,000 | 12,000 | - | 10,500 |
| 0 | | 3,010 | | 8,990 | | | 10,000 | 10,000 | - | 10,000 |
| 0 | | | | 4,500 | | | 9,000 | 9,000 | - | 9,000 |
| 0 | | 4,500 | | 1,750 | | | 7,000 | 7,000 | - | 7,000 |
| 0 | | 1,750 | 1,750 | 1,750 | 1,750 | 6,000 | 6,000 | 6,000 | - | 6,000 |
| - | | | 790 | 790 | 790 | 113 | 3,500 | 3,500 | - | 3,500 |
| - | 226 | 790 | 250 | 250 | 250 | | 1,000 | 1,000 | - | 2,000 |
| - | | 250 | | | | | | | | |
| 98,351 | 13,961 | 64,075 | 166,640 | 96,610 | 161,527 | 10,306 | 513,118 | 554,450 | 41,332 | 520,900 |
| (98,351) | 21,826 | 61,180 | (41,385) | 28,645 | (36,272) | 7,587 | 41,582 | 250 | (41,332) | 27,100 |

See accountant's compilation report and summary of significant accounting assumptions.

| <u>September</u> | <u>October</u> | <u>November</u> | <u>December</u> | <u>Total</u> |
|------------------|----------------|-----------------|-----------------|--------------|
| 192,000 | 195,000 | 190,000 | 190,000 | 1,272,000 |
| 400,000 | 400,000 | 550,000 | 700,000 | 3,380,000 |
| 110,000 | 90,000 | 110,000 | 180,000 | 795,000 |
| 70,000 | 70,000 | 75,000 | 75,000 | 510,000 |
| 5,000 | 5,000 | 5,000 | 5,000 | 35,000 |
| 6,000 | 6,000 | 6,000 | 6,000 | 42,000 |
| 783,000 | 766,000 | 936,000 | 1,156,000 | 6,034,000 |
| 184,000 | 184,000 | 253,000 | 322,000 | 1,554,800 |
| 60,500 | 49,500 | 60,500 | 99,000 | 437,250 |
| 10,000 | 10,000 | 10,000 | 10,000 | 70,000 |
| 254,500 | 243,500 | 323,500 | 431,000 | 2,062,050 |
| 528,500 | 522,500 | 612,500 | 725,000 | 3,971,950 |

| <u>September</u> | <u>October</u> | <u>November</u> | <u>December</u> | <u>Total</u> |
|------------------|----------------|-----------------|-----------------|--------------|
| 528,500 | 522,500 | 612,500 | 725,000 | 3,971,950 |
| 200,000 | 200,000 | 220,000 | 220,000 | 1,530,000 |
| 87,000 | 87,000 | 87,000 | 87,000 | 614,556 |
| 15,000 | 15,000 | 10,000 | 10,000 | 105,000 |
| 5,000 | 5,000 | 5,000 | 5,000 | 80,000 |
| 10,000 | 10,000 | 5,000 | 5,000 | 70,000 |
| - | - | - | - | 30,000 |
| 3,000 | 3,000 | 3,000 | 3,000 | 25,000 |
| | 10,500 | | | 14,000 |
| | | | | (148,387) |
| 25,000 | 20,000 | 20,000 | 20,000 | 173,201 |
| 21,000 | 21,000 | 23,100 | 23,100 | 160,650 |
| 18,000 | 18,000 | 18,000 | 18,000 | 126,000 |
| 16,000 | 16,000 | 16,000 | 16,000 | 112,000 |
| 15,800 | 15,800 | 15,800 | 15,800 | 110,868 |
| 15,000 | 15,000 | 15,000 | 15,000 | 101,179 |
| 15,000 | 15,000 | 15,000 | 15,000 | 105,000 |
| 10,500 | 15,000 | 15,000 | 18,000 | 93,000 |
| 10,000 | 10,000 | 10,000 | 10,000 | 70,000 |
| 6,000 | 6,000 | 8,000 | 8,000 | 51,000 |
| 7,000 | 7,000 | 7,000 | 7,000 | 49,000 |
| 6,000 | 6,000 | 6,000 | 6,000 | 42,000 |
| 3,500 | 3,500 | 3,500 | 3,500 | 24,500 |
| 1,500 | 1,500 | 3,000 | 5,000 | 14,000 |
| 490,300 | 500,300 | 505,400 | 510,400 | 3,552,567 |
| 38,200 | 22,200 | 107,100 | 214,600 | 419,383 |

See accountant's compilation report and summary of significant accounting assumptions.