United States Bankruptcy Court
Southern District of Texas
ENTERED
August 24, 2026
Nathan Ochsner, Clerk

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	§	
BARRINGTON & BURDETTE LLC,	§	Case No. 26-36030
Debtor.	§	(Subchapter V)

***AMENDED* INTERIM ORDER (I) AUTHORIZING USE OF CASH COLLATERAL; (II) AUTHORIZING THE DEBTOR TO CONTINUE SELLING ACCOUNTS RECEIVABLE TO K.W. RECEIVABLES AND, ON A LIMITED BASIS,TO CITIBANK, N.A., IN THE ORDINARY COURSE OF BUSINESS; (III) GRANTING ADEQUATE PROTECTION; AND (IV) SCHEDULING A FINAL HEARING**
[Related to Docket No.31]

Upon the *Emergency Motion for Entry of an Interim Order and a Final Order (I) Authorizing Use of Cash Collateral; (II) Authorizing the Debtor to Continue Selling Accounts Receivable to K.W. Receivables and, on a Limited Basis, to Citibank, N.A., in the Ordinary Course of Business; (III) Granting Adequate Protection; and (IV) Granting Related Relief* (the "**Motion**") [Doc. No. 6], filed by Barrington & Burdette, LLC ("**OSP**" or the "Debtor"), debtor and debtor in possession in the above-captioned Chapter 11 case (the "**Bankruptcy Case**"); the Court having reviewed the Motion, the Budget attached hereto as **Exhibit "D"**, and the UCC search attached to the Motion as **Exhibit "C"**; and after consideration of the evidence and testimony presented; and the Court having found that (a) it has jurisdiction over this matter pursuant to 28 U.S.C. § 1334, (b) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (D), and (M), (c) venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409, (d) notice of the Motion and the Interim Hearing was adequate and appropriate under the circumstances and no further notice is necessary, (e) the relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtor's estate pending the Final Hearing (as defined below), and (f) good and sufficient cause exists for entry of this Interim Order; and after due deliberation, it is hereby

ORDERED THAT:

1. The Motion is GRANTED on an interim basis as set forth herein, pending the Final Hearing.

2. The Debtor is authorized, but not directed, to use Cash Collateral[1] in which any party asserts an interest, solely in accordance with the budget attached to the Motion as Exhibit "D" (the "**Budget**"), covering the period from August 18, 2026 through September 28, 2026, with authority to vary from the Budget by up to ten percent (10%), on a rolling basis, in the aggregate for any given weekly period, and to use Cash Collateral for any other unforeseeable expense reasonably necessary to preserve the Debtor's continued operations, in each case without further order of this Court.

3. This authorization shall remain in effect from the date this Order is signed through the earlier of (a) September28, 2026, or (b) the date of the Final Hearing (as defined in Paragraph 15 below) (the "**Interim Period**"), unless extended by agreement of the Debtor and the affected secured parties, or by further order of this Court.

4. Debtor is authorized, but not directed, to continue selling its post-petition-originated accounts receivable to Kingwood Receivables Maintenance, Inc. d/b/a K.W. Receivables (the "**K.W. Factor**"), in the ordinary course of business, on substantially the same pricing and terms reflected in the Factoring Agreement dated June 3, 2020, as modified on or about August 1, 2023 (the "**Factoring Agreement**") and to satisfy, in the ordinary course of business, any repurchase obligation arising under the ordinary terms of the Factoring Agreement with respect to a purchased receivable that remains uncollected beyond the period specified therein (a "Repurchase Obligation"), it being understood that satisfaction of a Repurchase Obligation does not constitute payment of a separate prepetition debt owed to the K.W. Factor. The Factoring

[1] Capitalized terms not otherwise defined have the meaning ascribed in the Motion.

Agreement shall continue to govern the Debtor's and the K.W. Factor's performance under the Factoring Agreement, and all provisions of the Factoring Agreement shall remain in full force and effect, provided, however, that nothing in this paragraph shall constitute, and shall not be deemed, an assumption of the Factoring Agreement under 11 U.S.C. § 365, and all parties' rights with respect to the characterization, assumability, and enforceability of the Factoring Agreement, including Section 31.2 thereof, are expressly reserved.. The Debtor's sale of post-petition-originated accounts receivable to the K.W. Factor shall be transferred and conveyed to the K.W. Factor free and clear of all liens, claims, encumbrances, and interests under Section 363(f) of the Bankruptcy Code. Under Section 364(d) of the Bankruptcy Code, the K. W. Factor shall retain a senior secured security interest in receivables on a post-petition basis to the same validity, extent, and priority as the K.W. Factor's interest existed prior to the Petition Date. This grant of seniority is a continuation of, and not a priming of, the K.W. Factor's asserted prepetition lien position, and is without prejudice to any party's right to challenge the validity, extent, or perfection of the K.W. Factor's asserted prepetition lien; nothing herein constitutes a finding that such prepetition lien is valid, perfected, or enforceable. The automatic stay under Section 362 of the Bankruptcy Code is hereby modified to the extent necessary to permit the K.W. Factor to perform under the Factoring Agreement. For the avoidance of doubt, any receivables purchased from the Debtor by the K. W. Factor prior to the Petition Date are the property of the K.W. Factor and the K. W. Factor is entitled to collect the receivables in the ordinary course of business because the automatic stay does not apply to such receivables. The K.W. Factor is entitled to the protections of Sections 363(m) and 364(e) of the Bankruptcy Code as a good-faith purchaser to the extent of the purchase of receivables during this interim period. Each of the Debtor's customers which owe receivables to the K.W. Factor pursuant to the Factoring Agreement are authorized to make payment to the K.W.

Factor and shall not incur any liability to any other party asserting any lien, claim, encumbrance, or interest in the receivables on account of such payment.

5. The Debtor is further authorized, but not directed, to continue selling its post-petition-originated accounts receivable in connection with the Citibank Supply Agreement for a customer affiliated billing account through Citibank as further described in the Motion, in the ordinary course of business, on substantially the same terms as reflected in the parties' pre-petition course of dealing under the Supplier Agreement dated April 26, 2024.

6. The authorization granted in herein is strictly limited to receivables generated under the Citibank Account and shall not be construed to grant Citibank any lien on, or right to purchase, any other receivable or asset of the Debtor's estate.

7. As adequate protection for any diminution in value of its collateral resulting from the Debtor's use of Cash Collateral or the continued sale of receivables described herein, holders of allowed secured claims, holding a valid, perfected, and unavoidable prepetition lien on the Debtor's cash, accounts, or accounts receivable, are hereby granted a replacement lien on all now-owned and after-acquired cash, accounts, and accounts receivable of the Debtor (except for any post-petition-originated accounts receivable sold by the Debtor to the K.W. Factor), to the same extent, validity, and priority as such party's prepetition lien, and to the extent of any diminution in value of such collateral (collectively, the "**Replacement Liens**").

8. The Replacement Liens shall not attach to claims or causes of action arising under Chapter 5 of the Bankruptcy Code, or the proceeds thereof, and shall not extend to or benefit any party whose prepetition lien is determined to be invalid, unperfected, or avoidable.

9. Nothing in this Order constitutes a finding or admission regarding the validity, extent, priority, or perfection of any lien, including the Debtor's right to seek avoidance, subordination, or disallowance of any such asserted lien or claim which are expressly reserved.

10. Notwithstanding anything herein to the contrary, the Replacement Liens are subject and subordinate to a carve-out of funds (the "**Carve-Out**") for all fees required to be paid to: (i) the Clerk of the Bankruptcy Court; (ii) the Office of the United States Trustee pursuant to 28 U.S.C. § 1930(a), if any; (iii) the allowed fees of the duly appointed Subchapter V Trustee; and (iv) the allowed fees of the Debtor's retained professionals.

11. Nothing in this Order shall be deemed an admission as to the validity, priority, extent, or enforceability of any lien or claim held by any party, or a waiver of the Debtor's or any party in interest's right to contest the same, or to seek to avoid, recover, or subordinate any lien or claim under 11 U.S.C. §§ 544, 545, 547, 548, 549, 550, 551, or 510 or any other applicable law, except as expressly set forth herein.

12. Notwithstanding anything herein to the contrary, this Order is without prejudice to: (a) any subsequent request by a creditor of the Debtor for modified adequate protection or restriction on the use of Cash Collateral; (b) a creditor's right to object to any impermissible use of Cash Collateral; and (c) any other right or remedy which may be available to a creditor of the Debtor. Nothing in this Order shall in any way prejudice the right of the Debtor's creditors to seek modification, extension, or termination of this Order.

13. The Debtor shall maintain insurance on all tangible assets of the estate in amounts and against risks customary for businesses of the Debtor's size and type and shall provide written evidence of same to the United States Trustee upon request.

14. The Debtor shall timely file all monthly operating reports required in this Bankruptcy Case.

15. A final electronic hearing on the Motion (the "**Final Hearing**") is scheduled for September 28, 2026 at 9:00 a.m. before the Honorable Eduardo V. Rodriguez, Chief United States Bankruptcy Judge, United States Bankruptcy Courthouse, 1701 W. Business Hwy 83, 10th Floor Courtroom, McAllen, TX 78501. Parties are authorized to appear in person or virtually by video and telephone; parties should consult the Court's website for instructions on appearing before the Court. Any objections to entry of a final order must be filed and served no later than September 21, 2026, and shall be served on: (a) proposed counsel for the Debtor; (b) the Office of the United States Trustee for the Southern District of Texas; (c) the Subchapter V Trustee, if appointed; (d) K.W. Receivables; (e) Citibank, N.A.; and (f) counsel for any other party that has filed a notice of appearance in this Bankruptcy Case. The Debtor shall serve a copy of this Order on all parties entitled to notice of the Final Hearing and file a certificate of service with the Clerk's Office no later than August 25, 2026.

16. The fourteen-day stay imposed by Bankruptcy Rule 4001(a)(4) is hereby WAIVED.

17. This Court retains jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

IT IS SO ORDERED.

Signed: August 24, 2026

Eduardo V. Rodriguez
Chief United States Bankruptcy Judge

EXHIBIT

D

exhibitsticker.com

Barrington & Burdette, LLC

Subchapter V Debtor Resource — 12-Week Cash Flow Budget Template

Case No.: 26-36030

	8/16-8/22	8/23-8/29	8/30-9/5	9/6-9/12	9/13-9/19	9/20-9/26	9/27-10/3	10/4-10/10	10/11-10/17	10/18-10/24	10/25-10/31	11/1 - 11/7	
Category	**Week 1**	**Week 2**	**Week 3**	**Week 4**	**Week 5**	**Week 6**	**Week 7**	**Week 8**	**Week 9**	**Week 10**	**Week 11**	**Week 12**	**Total**
Starting Balance													
Balance	$42,859	$55,019	$45,621	$52,209	$51,908	$55,968	$56,408	$52,980	$44,690	$38,042	$30,780	$23,648	$550,132
Revenue													
Total Revenue	$75,000	$65,500	$75,000	$70,000	$70,000	$68,000	$75,000	$65,000	$75,000	$70,000	$75,000	$70,000	$853,500
Expenses													
4% Factor Fee	$3,000	$2,620	$3,000	$2,800	$2,800	$2,720	$3,000	$2,600	$3,000	$2,800	$3,000	$2,800	$34,140
Contractor Expense	$40,123	$40,123	$42,000	$40,123	$40,123	$40,123	$40,123	$40,123	$44,000	$42,000	$40,123	$41,123	$490,107
Job Supplies	$800	$800	$800	$800	$800	$800	$800	$800	$800	$800	$800	$800	$9,600
Auto Tolls & Parking	$150	$150	$150	$150	$150	$150	$150	$150	$150	$150	$150	$150	$1,800
Fuel	$750	$750	$750	$750	$750	$750	$750	$750	$750	$750	$750	$750	$9,000
Charter (Security/Crimsheild)	$65	$65	$65	$65	$65	$65	$65	$65	$65	$65	$65	$65	$780
Employee Payroll	$14,500	$14,500	$14,500	$14,500	$14,500	$14,500	$14,500	$14,500	$14,500	$14,500	$14,500	$14,500	$174,000
Employee Benefits	$325	$325	$325	$325	$325	$325	$325	$325	$325	$325	$325	$325	$3,900
Payroll Taxes	$650	$650	$650	$650	$650	$650	$650	$650	$650	$650	$650	$650	$7,800
Guaranteed Payments (owners)		-	-	-	-	-	-	$6,200	$6,200	$6,200	$6,200	$6,200	$31,000
Office Lease/Bldg Payment	-	$9,592	-	$2,861	-	-	$9,592	-	$2,861	-	$9,592	-	$34,498
Utilities	$690	$690	$690	$690	$690	$690	$690	$690	$690	$690	$690	$690	$8,280
Inventory (Owned by MSA's)	-	-	-	-	-	-	-	-	-	-	-	-	-
Meals/Conference/Travel	$150	$150	$150	$150	$150	$150	$150	$150	$150	$150	$150	$150	$1,800
Insurance	-	-	$3,500	$3,500	$3,000	$3,500	$3,500	$3,500	$3,500	$3,500	$3,500	$3,500	$34,500
Marketing	-	-	$500	$500	$500	-	-				-	-	$1,500
Bank Service Charges	-	-	$95		-	-	-	-	$95	-	-		$190
Office Cleaning		$350						$350					
Telephone/Internet	$200	$200	$200	$200	$200	$200	$200	$200	$200	$200	$200	$200	$2,400
Supplies & Software	$1,000	$800	$600	$800	$800	$1,000	$800	$800	$800	$600	$1,000	$800	$9,800
Dues & Subscriptions	$250	$250	$250	$250	$250	$250	$250	$250	$250	$250	$250	$250	$3,000
Repairs & Maintenance	$175	$175	$175	$175	$175	$175	$175	$175	$175	$175	$175	$175	$2,100
Credit Cards	-	-	-	-	-	-	-	-	-	-	-	-	-
Ford Loans						$1,500			$1,475	$1,519			$4,494
Honda Leases (2)		-		-		-	-	-	-	-	-	-	-
Honda Loan	-	-	-	-		-	-	-	-	$1,026	-	-	$1,026
Kaptius and Intuit	-	-	-	-	-	-	-	-	-	-	-	-	-
Kubota		-	-	-	-		-	-		-	-	-	-
CIT - calls it a lease, but its purchas	-	-	-		-	-	-	-		-	-		-
Regions SBA LOC		-	-	-		-	-	-	-	$900	-	-	$900
Regions Loan		-	-	-		-	-	-	$1,000	-	-	-	$1,000
Newity SBA loan	-		-	-	-	-		-	-	-	-	$1,969	$1,969
SBA EIDL Loans	-		-	-	-	-		-	-	-	-	-	-
Wells Fargo Loan	-		-	-	-	-		-	-	-		-	-
DeLage Loans			-	-			-	-	-			-	-
BCBS Insurance (owners)	-	$2,696	-	-	-	-	$2,696	-	-	-	-	$2,696	$8,088

Legal Fees	-	-	-	-	-	-	-	-	-	-	-	-	-
Security	$12	$12	$12	$12	$12	$12	$12	$12	$12	$12	$12	$12	$144
Attorney's Fees	-	-	-	-	-	-	-	-	-	-	-	-	-
CPA Fees	-		-	-	-	-		-	-	-	-	$2,852	$2,852
Subchapter V Trustee's Fees	-	-	-	$1,000	-	-	-	$1,000	-	-	-	$1,000	$3,000
Total Expenses:	**($62,840)**	**($74,898)**	**($68,412)**	**($70,301)**	**($65,940)**	**($67,560)**	**($78,428)**	**($73,290)**	**($81,648)**	**($77,262)**	**($82,132)**	**($81,657)**	**($884,368)**
Net Operating Income:	**$55,019**	**$45,621**	**$52,209**	**$51,908**	**$55,968**	**$56,408**	**$52,980**	**$44,690**	**$38,042**	**$30,780**	**$23,648**	**$11,991**	**$519,263**