

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

In re:)	
)	Chapter 11
Brougner, Inc.,)	
)	Case No. 16-35575
Debtor.)	
)	

**EXPEDITED JOINT MOTION FOR ENTRY OF AGREED ORDER
AUTHORIZING USE OF CASH COLLATERAL AND
GRANTING ADEQUATE PROTECTION TO TBK BANK, SSB**
[RELATES TO DKT. No. 4, 30 & 63]

This motion seeks an order that may adversely affect you. If you oppose the motion, you should immediately contact the moving party to resolve the dispute. If you and the moving party cannot agree, you must file a response and send a copy to the moving party. You must file and serve your response within 14 days of the date this was served on you. Your response must state why the motion should not be granted. If you do not file a timely response, the relief may be granted without further notice to you. If you oppose the motion and have not reached an agreement, you must attend the hearing. Unless the parties agree otherwise, the court may consider evidence at the hearing and may decide the motion at the hearing.

Represented parties should act through their attorney.

Expedited relief has been requested. If the Court considers the motion on an expedited basis, then you will have less than 21 days to answer. If you object to the requested relief or if you believe that the expedited consideration is not warranted, you should file an immediate response.

Brougner, Inc. (the Debtor) and TBK Bank, SSB (“TBK”, and together with the Debtor, the “Parties”), by and through their respective undersigned counsel, file this *Expedited Joint Motion for Entry of Agreed Order Authorizing Use of Cash Collateral and Granting Adequate Protection to TBK Bank, SSB* (the “Joint Motion”), and in support thereof respectfully state as follows:

RELIEF REQUESTED

1. The Parties request entry of an order authorizing the Debtor to use cash collateral on a limited consensual basis pursuant to the terms and conditions of the attached *Agreed Order Authorizing Use of Cash Collateral and Granting Adequate Protection to TBK Bank, SSB* (the “Agreed Order”).

BACKGROUND

2. On November 2, 2016, the Debtor filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”). No Trustee has been appointed and the Debtor is operating as a debtor-in-possession.

3. On November 3, 2016, the Debtor filed an *Emergency Motion for Use of Cash Collateral* (the “Motion”) [Dkt. No. 4].

4. On November 16, 2016, TBK filed its *Objection to the Debtor’s Emergency Motion for Use of Cash Collateral* (the “Objection”) [Dkt. No. 30].

5. On December 6, 2016, the Court held a hearing (the “Final Hearing”) to consider the Motion and the Objection. After considering the evidence admitted and arguments made at the Final Hearing, and for the reasons announced on the record, the Court entered an *Order Denying Debtor’s Emergency Motion for Use of Cash Collateral* (the “Order Denying Use of Cash Collateral”) [Dkt. No. 63] on December 14, 2016.

6. Following entry of the Order Denying Use of Cash Collateral, the Parties reached an agreement on the Debtor’s use of cash collateral on a limited consensual basis pursuant to certain terms and conditions as reflected in the attached Agreed Order. This agreement will permit the Debtor to use a limited amount of cash collateral pursuant to an agreed upon budget with TBK in order to fund the cost and expense to sell substantially all of the Debtor’s assets, which is

intended to maximize value of the Debtor's assets and is in the best interests of the Debtor, its estate, and its creditors.

EXPEDITED CONSIDERATION

7. The Parties respectfully submit that expedited consideration is appropriate given that the use of *de minimis* cash collateral is integral to the Debtor's ability to commence a process to sale substantially all of the Debtor's assets.

CONCLUSION

8. For all of the foregoing reasons, the Parties respectfully request that this Court enter an order (i) authorizing the use of cash collateral on a limited basis as set forth in the proposed Agreed Order, (ii) granting adequate protection to TBK, and (iii) granting such other and further relief as the Court deems just and proper.

Dated: January 9, 2017

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CERTIFICATE OF ACCURACY

I hereby certify that the facts and circumstances described in the Joint Motion necessitating expedited consideration are accurate to the best of my knowledge, information and belief.

/s/ Christopher Adams

Christopher Adams

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Joint Motion has been served via the Court's CM/ECF system to all parties registered to receive such service on January 9, 2016.

/s/ Christopher Adams

Christopher Adams