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PROPOSED ATTORNEY FOR DEBTOR

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

IN RE:

DIAMOND TANK RENTALS, INC	§	CASE NO.16 41547-11
	§	(Jointly administered)
DEBTOR.	§	

RESPONSE TO NOTICE TERMINATION OF USE OF CASH COLLATERAL

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

COMES NOW, Diamond Tank Rentals, Inc., Diamond T Industries, LLC and TNT Forklifts, Inc., (“Debtors”) and files this its Notice of Termination of Use of Cash Collateral (“Notice”) would show the Court the following:

1. The Debtors and their primary secured creditor Security Bank entered into an Agreed Final Cash Collateral Order. A copy of the Final Cash Collateral Order is attached as Exhibit B.
2. Pursuant to the terms of the Final Cash Collateral Order any notice of default was required to be served upon the Debtor and Debtor’s counsel.
3. On September 16, 2016 counsel for Security Bank sent counsel for the Debtor a letter asserting a default of the failure of the Debtor to pay attorneys fees of counsel for Security

Bank. A copy of the Default letter is attached as Exhibit B.

4. It is undisputed that the default letter was not sent to the Debtor by Security Bank as required by the Final Cash Collateral Order.

5. On or about September 29, 2016 the fees to the counsel for Security Bank were paid.

6. On October 3, 2016 after the fees had been paid, Counsel for Security Bank filed A Notice of Termination of Use of Cash Collateral asserting a default under the Final Cash Collateral Order.

7. No such default occurred because there was not a proper Notice of Default issued by Security Bank because no Notice of Default was sent to the Debtor and furthermore, before any Notice of Termination of Use of Cash Collateral had been filed the alleged Default had been cured.

8. Debtor requests the Court determine that go default under the Final Cash Collateral Order has occurred.

WHEREFORE, PREMISES CONSIDERED, the Debtor would request this matter be set down for an Hearing and that upon hearing, this Court enter an Order determining the Debtor is not in default under the Final Order to Use Cash Collateral, and for such other and further relief as the Debtor may show itself justly entitled.

Respectfully submitted,

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By: /s/ Eric Liepins
Eric A. Liepins, SBN 12338110

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Certificate of Service

I hereby certify that a true and correct copy of the foregoing Response was sent via ECF and mail to Ryan Mann, 2200 Ross Ave, Suite 3600, Dallas, Texas 75201 on the 7th day of October 2016.

/s/ Eric Liepins
Eric A. Liepins