



**IT IS HEREBY ADJUDGED and DECREED that the below described is SO ORDERED.**

**Dated: January 10, 2018.**

**TONY M. DAVIS  
UNITED STATES BANKRUPTCY JUDGE**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
AUSTIN DIVISION**

|                            |   |                                |
|----------------------------|---|--------------------------------|
| <b>In re:</b>              | § |                                |
|                            | § | <b>Chapter 11</b>              |
| <b>CSP ASSET II, LLC.,</b> | § |                                |
|                            | § | <b>Case No. 17-11513 (tmd)</b> |
| <b>Debtor.</b>             | § |                                |

**SECOND INTERIM AGREED ORDER (I) PARTIALLY GRANTING DEBTOR'S MOTION FOR ORDER AUTHORIZING USE OF CASH COLLATERAL, (II) GRANTING ADEQUATE PROTECTION TO THE PREPETITION SECURED LENDER, (III) SCHEDULING A SUBSEQUENT HEARING AND (IV) GRANTING RELATED RELIEF**

Upon the motion, dated December 5, 2017 [Docket No. 2] (the "Motion"), of CSP Asset II, LLC (the "Debtor") as debtor and debtor-in-possession in the above-captioned chapter 11 case (the "Chapter 11 Case") commenced on December 5, 2017 (the "Petition Date") for an interim order seeking authorization for the Debtor to (a) use "cash collateral", as such term is defined in section 363 of the Bankruptcy Code ("Cash Collateral"), and (b) provide adequate protection to

DoubleLine CRE Finance LLC (“DoubleLine” or “Lender”) as lender under that certain Loan Agreement, dated October 24, 2016 (as amended, supplemented or otherwise modified as of the Petition Date, the “Prepetition Loan Agreement”; and together with any other security, pledge or guaranty agreements and all other documentation executed in connection with any of the foregoing, each as amended, supplemented or otherwise modified as of the Petition Date, the “Prepetition Loan Documents”); and upon agreement of Lender and the Debtor and after due deliberation and consideration, and good cause appearing therefor:

**IT IS FOUND, DETERMINED, ORDERED AND ADJUDGED**, that:

A. Petition Date. On December 5, 2017 (the “Petition Date”), the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code with this Court. The Debtor has continued in the management and operation of its business and property as a debtor-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. No official committee (“Committee”), trustee or examiner has been appointed in the Case.

B. Jurisdiction and Venue. This Court has core jurisdiction over the Case, the Motion, and the parties and property affected thereby pursuant to 28 U.S.C. §§ 157(b) and 1334. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

C. Notice. Notice of the Motion and the relief requested therein was served by the Debtor on its twenty largest unsecured creditors, the Lender and the Office of the United States Trustee (the “U.S. Trustee”). Under the circumstances, such notice constitutes due and sufficient notice.

D. First Interim Order. On December 18, 2017, the Court entered the Interim Agreed Order (I) Partially Granting Debtor’s Motion for Order Authorizing Use of Cash Collateral, (II) Granting Adequate Protection to the Prepetition Secured Lender, (III) Scheduling a Subsequent

Hearing and (IV) Granting Related Relief [Docket No. 17] (the “First Interim Order”). The First Interim Order expired on January 8, 2018 at 5:00 p.m. (Central Time).

E. Need to Use the Prepetition Collateral (including, without limitation, the Cash Collateral). The Debtor has an immediate need to use the Prepetition Collateral, including, without limitation, the Cash Collateral, to permit the orderly continuation of the operation of its business, to maintain business relationships with vendors, suppliers and customers, and to satisfy other operational needs.

F. Adequate Protection for the Lender. The Lender is entitled to the adequate protection set forth herein pursuant to sections 361, 362 and 363 of the Bankruptcy Code for any diminution in value of the Prepetition Collateral, including without limitation Cash Collateral. Based on the Motion, the terms of the proposed adequate protection arrangements and use of the Prepetition Collateral, including, without limitation, the Cash Collateral, contemplated hereby are fair and reasonable and reflect the Debtor’s sound and prudent exercise of its business judgment.

G. Limited Consent. The Lender has consented to the Debtor’s use of the Prepetition Collateral, including the Cash Collateral, pursuant to (and solely pursuant to) the terms of this Second Interim Order through February 15, 2018 (the “Second Interim Period”) or such later date as may be agreed in writing by the Debtor and the Lender. Nothing in this Second Interim Order or First Interim Order shall constitute, or be deemed to constitute, a finding that the interests of the Lender are or will be adequately protected with respect to any non-consensual use of Prepetition Collateral including, without limitation, the Cash Collateral.

H. Relief Essential; Best Interests. For the reasons stated above, the Debtor has requested immediate entry of this Second Interim Order pursuant to Bankruptcy Rule 4001(b)(2)

and the Local Rules. Absent granting the relief set forth in this Second Interim Order, the Debtor's business, assets and estate will be immediately and irreparably harmed. Authorization to use the Prepetition Collateral including, without limitation, the Cash Collateral, in accordance with this Second Interim Order is therefore in the best interests of the Debtor's estate.

**NOW, THEREFORE**, on the Motion, and with the consent of the Debtor and the Lender to the form and entry of this Second Interim Order, and good and sufficient cause appearing therefor,

**IT IS ORDERED** that:

1. Motion Granted. The Motion is hereby granted in part, and only in accordance with the terms and conditions set forth in this Second Interim Order. For the avoidance of doubt, Lender reserves the right to object to the use of Cash Collateral sought in the Motion but not granted in this Second Interim Order or First Interim Order.

2. Use of the Prepetition Collateral. The Debtor is authorized to use the Cash Collateral through February 15, 2018, or such later date as may be agreed in writing by the Debtor and the Lender, solely (i) in accordance with the terms and conditions of this Second Interim Order and (ii) for payment of the items listed in that time period for the Second Interim Budget (as defined below). Attached hereto as Exhibit "A" is a budget (the "Second Interim Budget") which reflects the operating expenses of the Debtor approved by the Lender.

3. Adequate Protection for Lender. In consideration for the use of the Cash Collateral set forth on the Second Interim Budget, the Lender shall receive the following adequate protection (collectively, the "Adequate Protection"):

(a) Replacement Liens. Pursuant to sections 361 and 363 of the Bankruptcy Code, to the extent of any diminution in value of the interest of the Lender in the Prepetition Collateral

including, without limitation, the Cash Collateral, from and after the Petition Date, the Lender is hereby granted replacement liens upon all property of the Debtor, including, without limitation, all Cash Collateral, all other Prepetition Collateral and all other “property of the estate” (within the meaning of the Bankruptcy Code) of any kind or nature, real or personal, tangible, intangible or mixed, now existing or hereafter acquired or created, and all rents, products, substitutions, accessions, profits, replacements and cash and non-cash proceeds of all of the foregoing (all of the foregoing collateral collectively referred to as the “Adequate Protection Collateral” and such adequate protection replacement liens, the “Adequate Protection Replacement Liens”) but excluding Chapter 5 causes of action that may be held by the Debtor’s estate.

(b) Debtor-in-Possession Bank Account. All funds distributed to the Debtor’s debtor-in-possession bank account established with Horizon Bank, Account No. 10221434 (the “DIP Account”), from the Deposit Account, Account No. 4229995352, Cash Management Account, Account No. 4229995360 and/or any other Lender controlled account (collectively, the “Lender Accounts”) shall constitute the Cash Collateral of the Lender (unless otherwise ultimately determined not to be Cash Collateral) and shall only be used by the Debtor to pay items in the Second Interim Budget pursuant to this Second Interim Order. The Lender shall make a one-time disbursement into the DIP Account from the Lender’s Cash Collateral within five (5) days from the entry of this Second Interim Order. The disbursement into the DIP Account will be in an amount sufficient to cover any shortfall between the unexpended funds in connection with the expenses covered under the First Interim Order in the DIP Account and the operating expenses proposed to be paid in the Second Interim Budget for the time period in this Second Interim Order (excluding the Debtor’s bankruptcy-related professionals’ fees which shall be paid directly

by the Lender from Cash Collateral or other funds<sup>1</sup> being held by the Lender upon Bankruptcy Court approval of the bankruptcy-related professionals' fees). Any other disbursements to the DIP Account from the Lender Accounts must be requested from the Lender and its counsel in writing and will be subject to the consent of the Lender or further Court order.

(c) Challenging Funds Classification as Cash Collateral. Notwithstanding provision (b), *supra*, the Lender and the Debtor shall have the right to assert that funds derived from post-petition sources other than rents deposited into the Lender Accounts do or do not constitute Cash Collateral.

(d) Super-Priority Claims. To the extent of any diminution in value of the prepetition interests of the Lender in the Prepetition Collateral, the Lender is hereby granted an allowed super-priority administrative claim the ("Super-Priority Claim"), pursuant to sections 503 and 507(b) of the Bankruptcy Code, which Super-Priority Claim shall have priority over all administrative expenses of the kind specified in, or ordered pursuant to, any provision of the Bankruptcy Code (whether incurred in the Case or any Successor Case, or any other proceedings related hereto or thereto).

(e) Requesting Additional Distributions. The Debtor may seek additional Court orders on use of the Lender's Cash Collateral to the extent that additional funds are needed for capital improvements or unforeseen expenses, repairs, if approval cannot be obtained from the Lender in writing of the additional expenses of the particular financial request during the Second Interim Period.

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<sup>1</sup> The allocation, if any, shall be made and incorporated into any order approving bankruptcy-related professionals' fees.

(f) Reporting Requirements. As further adequate protection, the Debtor shall deliver to the Lender all information, reports, documents and other material that the Lender may reasonably request, either directly or through its professionals.

(g) Insurance. The Debtor shall provide continued maintenance of, and insurance on, all property of the Debtor. The Debtor shall provide satisfactory documentary proof of insurance to the Lender if so required by the Lender.

(h) Right to Seek Additional Adequate Protection. Nothing herein shall be deemed to be a finding by the Court or an admission by the Lender that the Lender is adequately protected for the use of its Cash Collateral as provided by the Second Interim Order. The Lender may request Court approval for additional or alternative adequate protection, without prejudice to any objection of the Debtor or any other party in interest to the grant of any such additional or alternative adequate protection.

(i) Binding Nature of Adequate Protection. No obligation, payment, transfer or grant of security under this Second Interim Order shall be (i) stayed, restrained, voidable, avoidable or recoverable under any section of the Bankruptcy Code or any other applicable law or (ii) subject to avoidance, reduction, setoff, recoupment, offset, recharacterization, subordination (whether equitable, contractual or otherwise), counterclaim, cross-claim, defense or any other challenge under any section of the Bankruptcy Code or any other applicable law by any person or entity.

4. Automatic Post-Petition Lien Perfection. This Second Interim Order shall be sufficient and conclusive evidence of the validity, enforceability, perfection and priority of the Adequate Protection Replacement Liens without the necessity for (a) filing or recording any financing statement, deed of trust, mortgage, or other instrument or document which may otherwise be required under the law of any jurisdiction or (b) taking any other action to validate

or perfect the Adequate Protection Replacement Liens or to entitle such Adequate Protection Replacement Liens to the priorities granted herein. Notwithstanding the foregoing, the Lender may, in its sole discretion, file financing statements, mortgages, security agreements, notices of liens and other similar documents, and is hereby granted relief from the automatic stay of section 362 of the Bankruptcy Code in order to do so, and all such financing statements, mortgages, security agreements, notices and other agreements or documents shall be deemed to have been filed or recorded on the Petition Date.

5. Preservation of Rights Granted Under the Second Interim Order.

(a) Dismissal. If any order dismissing the Case under section 1112 of the Bankruptcy Code or otherwise is at any time entered, such order shall provide that (i) the Adequate Protection shall continue in full force and effect and shall maintain the priorities as provided in this Second Interim Order until all of the Prepetition Loan Obligations have been indefeasibly paid in full in cash or are otherwise satisfied in full, and (ii) this Court shall retain jurisdiction, notwithstanding such dismissal, for the purposes of enforcing the Adequate Protection.

(b) Survival of Second Interim Order. To the extent not superseded by the Final Order, the provisions of this Second Interim Order, any actions taken pursuant hereto, the Adequate Protection and all other rights, remedies, liens, priorities, privileges, protections and benefits granted to the Lender shall survive, and shall not be modified, impaired or discharged by, the entry of any order confirming a plan of reorganization in the Case, converting the Case to a case under chapter 7, dismissing the Case, withdrawing the reference of the Case or any Successor Case or providing for abstention from handling or retaining of jurisdiction of the Case in this Court, or by any other act or omission.



(c) Binding Effect. The provisions of this Second Interim Order shall be binding upon all parties in interest in this Case, including, without limitation, the Lender, any Committee and the Debtor and its respective successors and assigns (including any chapter 7 or chapter 11 trustee hereinafter appointed or elected, an examiner appointed pursuant to section 1104 of the Bankruptcy Code or any other fiduciary or responsible person appointed as a legal representative of the Debtor or with respect to the property of the estate of the Debtor).

(d) No Waiver. The failure of the Lender to seek relief or otherwise exercise its rights and remedies under this Second Interim Order, the Prepetition Loan Documents or otherwise (or any delay in seeking or exercising same) shall not constitute a waiver of any of the Lender's rights hereunder, thereunder, or otherwise.

(e) No Third Party Rights. Except as explicitly provided for herein, this Second Interim Order does not create any rights for the benefit of any third party, creditor, equity holder or any direct, indirect, or incidental beneficiary. In determining to permit the use of Prepetition Collateral, including, without limitation, the Cash Collateral, or in exercising any rights or remedies as and when permitted pursuant to this Second Interim Order, the Lender shall not (i) be deemed to be in control of the operations of the Debtor, or (ii) owe any fiduciary duty to the Debtor, its creditors, shareholders or estate.

(f) Section 507(b) Reservation. Nothing herein shall impair or modify the application of section 507(b) of the Bankruptcy Code in the event that the Adequate Protection provided to the Lender hereby is insufficient to compensate for any diminution in value of its interest in the Prepetition Collateral during the Case or any Successor Case. Nothing contained herein shall be deemed a finding by the Court, or an acknowledgment by the Lender, that the

Adequate Protection granted herein does in fact adequately protect the Lender against any diminution in value of its interest in the Prepetition Collateral (including Cash Collateral).

(g) Enforceability. This Second Interim Order shall constitute findings of fact and conclusions of law pursuant to the Bankruptcy Rule 7052. Notwithstanding Bankruptcy Rules 4001(a)(3), 7062 or 9024 or any other Bankruptcy Rule, or Rule 62(a) of the Federal Rules of Civil Procedure, this Second Interim Order shall be immediately effective and enforceable upon its entry, and there shall be no stay of execution or effectiveness of this Second Interim Order.

(h) The automatic stay imposed pursuant to Bankruptcy Code section 362(a) is hereby modified pursuant to the terms of this Second Interim Order as necessary to (i) permit the Debtor to grant the Adequate Protection Replacement Liens and to incur all liabilities and obligations to the Lender under this Second Interim Order and (ii) otherwise to the extent necessary to implement and effectuate the provisions of this Second Interim Order.

6. Termination Events and Remedies. The Debtor's right to use Cash Collateral under this Second Interim Order shall immediately and automatically terminate (unless otherwise indicated) upon occurrence of any of the following events (each a "Termination Event"):

- (i) 5:00 p.m. (prevailing Central time) on February 15, 2018 or such later date as may be agreed in writing by the Debtor and the Lender; and
- (ii) The failure of the Debtor to adhere to the terms of this Second Interim Order and/or the Second Interim Budget, which failure has not been cured within five (5) business days from written notice of the Lender.

7. If use of Cash Collateral is terminated, the Debtor is entitled to seek an emergency hearing to continue the use of Cash Collateral.

8. Final Hearing.

(a) A final hearing (the “Final Hearing”) to consider entry of any further order is scheduled for February 14, 2018 at 1:30 p.m. (CST) at the United States Bankruptcy Court for the Western District of Texas, Austin Division, 903 San Jacinto Blvd., Austin, Texas 78701. The Final Hearing may be treated as another interim hearing upon the agreement of the Debtor and the Lender.

(b) Final Hearing Notice. Within three days of the entry of this Second Interim Order, the Debtor shall serve, by first class United States mail, postage prepaid: (i) notice of the entry of this Second Interim Order and of the Final Hearing (the “Final Hearing Notice”) and (ii) a copy of this Second Interim Order, on the parties having been given notice of the Motion. The Final Hearing Notice shall state that any party in interest objecting to the entry of further interim or final orders shall file written objections with the Clerk of the Court, which objections shall be served upon: (a) proposed counsel for the Debtor, Baron & Newburger, P.C., Attn: Stephen W. Sather, 7320 N. MoPac Expressway, Suite 400, Austin, Texas 78731; (b) counsel to any statutory committee appointed in these chapter 11 cases; (c) Counsel to the Lender, Andrews Kurth LLP, Attn: Timothy A. (“Tad”) Davidson II, 600 Travis, Ste 4200, Houston, Texas 77002; and (d) the United States Trustee, 903 San Jacinto Blvd., Suite 230, Austin, Texas 78701.

9. Retention of Jurisdiction. The Court has and will retain jurisdiction to enforce this Second Interim Order according to its terms.

### END OF ORDER ###

Approved for Entry By:

/s/ Tad A. Davidson II

Timothy A. Davidson II, TX Bar No. 24012503

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ATTORNEY FOR DEBTOR CSP ASSET II, LLC

**EXHIBIT A**  
**(13-Week Budget)**

**CSP Asset II, LLC**  
**Estimated Weekly Cash Flow Projection**  
**December 8, 2017 Through March 8, 2018**

|  | 1          | 2          | 3          | 4          | 5          | 6          | 7          | 8          | 9          | 10         | 11         | 12         | 13         |
|--|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
|  | 12/8/2017  | 12/15/2017 | 12/22/2017 | 12/29/2017 | 1/5/2018   | 1/12/2018  | 1/19/2018  | 1/26/2018  | 2/2/2018   | 2/9/2018   | 2/16/2018  | 2/23/2018  | 3/2/2018   |
|  | 12/14/2017 | 12/21/2017 | 12/28/2017 | 1/4/2018   | 1/11/2018  | 1/18/2018  | 1/25/2018  | 2/1/2018   | 2/8/2018   | 2/15/2018  | 2/22/2018  | 3/1/2018   | 3/8/2018   |
|  | Week       | Week       | Week       | Week       | Week       | Week       | Week       | Week       | Week       | Week       | Week       | Week       | Week       |
| Beginning bank account balance                                   | \$ 39,663  | \$ 54,414  | \$ 74,469  | \$ 77,583  | \$ 163,253 | \$ 145,339 | \$ 152,089 | \$ 163,171 | \$ 162,741 | \$ 241,761 | \$ 249,048 | \$ 263,358 | \$ 267,878 |
| Estimated deposits   | 21,793     | 25,200     | 16,136     | 100,000    | 20,000     | 15,000     | 15,000     | 15,000     | 110,000    | 18,000     | 18,000     | 18,000     | 110,000    |
| <b>Estimated cash available</b>                                  | \$ 61,456  | \$ 79,614  | \$ 88,605  | \$ 177,583 | \$ 183,253 | \$ 160,339 | \$ 167,089 | \$ 178,171 | \$ 272,741 | \$ 259,761 | \$ 267,048 | \$ 281,358 | \$ 377,878 |
| <b>Estimated operating expenses:</b>                             |            |            |            |            |            |            |            |            |            |            |            |            |            |
| Advertising  | \$ -       | \$ -       | \$ -       | \$ -       | \$ 129     | \$ -       | \$ -       | \$ -       | \$ 1,800   | \$ -       | \$ -       | \$ -       | \$ 1,800   |
| Payroll, payroll taxes, benefits                                 | 3,299      | 2,757      | 2,743      | 3,000      | 3,000      | 3,000      | 3,000      | 3,000      | 3,000      | 3,000      | 3,000      | 3,000      | 3,000      |
| Electricity  | 3,713      | -          | -          | -          | 5,585      | -          | -          | -          | 5,585      | -          | -          | -          | 5,000      |
| Trash  | -          | 1,178      | -          | -          | -          | 1,215      | -          | -          | -          | 1,215      | -          | -          | -          |
| Water/sewer  | -          | 1,235      | -          | 1,200      | -          | -          | -          | 1,200      | -          | -          | -          | 1,200      | -          |
| Shredding services   | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          |
| Landscaping services   | -          | -          | -          | -          | -          | -          | -          | -          | -          | 195        | -          | -          | -          |
| Maintenance and Repairs  | -          | -          | -          | -          | -          | -          | -          | -          | -          | 445        | -          | -          | 445        |
| HVAC service contract  | -          | -          | -          | 250        | 250        | 250        | 250        | 250        | 250        | 250        | 250        | 250        | 250        |
| Software   | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          |
| Supplies   | -          | -          | -          | 150        | 150        | 150        | 150        | 150        | 150        | 150        | 150        | 150        | 150        |
| Uniforms   | -          | -          | -          | -          | 260        | -          | -          | -          | -          | 260        | -          | -          | -          |
| Telephone  | -          | -          | -          | 850        | -          | -          | -          | -          | 850        | -          | -          | -          | 850        |
| Internet and cable   | -          | -          | 185        | 170        | -          | -          | -          | 170        | -          | -          | -          | 170        | -          |
| Direct TV  | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          |
| Payroll processing fees  | 10         | 175        | 94         | 95         | 95         | 95         | 95         | 95         | 95         | 95         | 95         | 95         | 95         |
| Merchant Credit Card Processing Fees                             | -          | -          | -          | -          | -          | 3,540      | -          | -          | -          | 3,748      | -          | -          | 155        |
| POS Cost of Goods Sold (AMEX and MasterCard)                     | -          | -          | -          | 8,000      | 27,000     | -          | -          | -          | 18,000     | -          | -          | -          | 18,000     |
| Property management fee  | -          | -          | -          | 5,250      | -          | -          | -          | 5,250      | -          | -          | -          | 5,250      | -          |
| Accounting services (monthly fee)                                | -          | -          | -          | 3,250      | -          | -          | -          | 3,250      | -          | -          | -          | 3,250      | -          |
| Mileage reimbursement  | -          | -          | -          | 115        | -          | -          | -          | 115        | -          | -          | -          | 115        | -          |
| Security system  | -          | -          | -          | -          | -          | -          | 195        | -          | -          | -          | 195        | -          | -          |
| Bank fees  | 20         | 1,800      | -          | -          | -          | -          | -          | -          | -          | 1,800      | -          | -          | -          |
| Personal property tax  | -          | -          | -          | -          | -          | -          | 228        | -          | -          | -          | -          | -          | -          |
| <b>Total estimated operating expenses</b>                        | \$ 7,042   | \$ 7,145   | \$ 11,022  | \$ 14,330  | \$ 37,914  | \$ 8,250   | \$ 3,918   | \$ 13,480  | \$ 30,980  | \$ 10,713  | \$ 3,690   | \$ 13,480  | \$ 30,395  |
| <b>Estimated Bankruptcy-related expenses:</b>                    |            |            |            |            |            |            |            |            |            |            |            |            |            |
| Bankruptcy Trustee fee   | -          | -          | -          | -          | -          | -          | -          | 1,950      | -          | -          | -          | -          | -          |
| <b>Total estimated Bankruptcy-related expenses</b>               | \$ -       | \$ -       | \$ -       | \$ -       | \$ -       | \$ -       | \$ -       | \$ 1,950   | \$ -       | \$ -       | \$ -       | \$ -       | \$ -       |
| <b>Total estimated operating and Bankruptcy-related expenses</b> | \$ 7,042   | \$ 7,145   | \$ 11,022  | \$ 14,330  | \$ 37,914  | \$ 8,250   | \$ 3,918   | \$ 15,430  | \$ 30,980  | \$ 10,713  | \$ 3,690   | \$ 13,480  | \$ 30,395  |
| <b>Estimated ending bank account balance</b>                     | \$ 54,414  | \$ 72,469  | \$ 77,583  | \$ 163,253 | \$ 145,339 | \$ 152,089 | \$ 163,171 | \$ 162,741 | \$ 241,761 | \$ 249,048 | \$ 263,358 | \$ 267,878 | \$ 347,483 |