

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

IN RE:	§	
	§	
WEST TEXAS BULLDOG	§	CASE NO. 17-70126
OILFIELD SERVICES, LLC,	§	(Chapter 11)
	§	
Debtor.	§	
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	§	
WEST TEXAS BULLDOG	§	
OILFIELD SERVICES, LLC,	§	
	§	
Movant,	§	
	§	
SECURITY BANK	§	
	§	
Respondent.	§	

DEBTORS EMERGENCY SECOND MOTION FOR INTERIM  
ORDERS PURSUANT TO 11 U.S.C. SECTIONS 105, 361, 362, 363, 364 AND 507  
AND FEDERAL RULES OF BANKRUPTCY PROCEDURE 2002, 4001 & 9014  
(I) AUTHORIZING USE OF CASH COLLATERAL; (II) GRANTING POST-PETITION  
REPLACEMENT LIENS; (III) GRANTING ADEQUATE PROTECTION;  
AND SCHEDULING A HEARING ON THE MOTION

**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 FOURTEEN (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.**

TO THE HONORABLE U.S. BANKRUPTCY COURT JUDGE:

COMES NOW West Texas Bulldog Oilfield Services, LLC, Debtor herein, and files its Emergency Second Motion for Interim Orders Pursuant To 11 U.S.C. Sections 105, 361, 362, 363, 364 and 507 And Federal Rules of Bankruptcy Procedure 2002, 4001 & 9014 (I) Authorizing Use of Cash Collateral; (II) Granting Post-petition Replacement Liens; (III) Granting Adequate Protection; and Scheduling a Final Hearing on the Motion and in support thereof would state as follows:

#### FACTUAL AND PROCEDURAL BACKGROUND

1. On July 17, 2017 Debtor filed with this Court its petition for relief under chapter 11, title 11. Since that date Debtor continues to maintain possession of its properties and operate as a provider of oil and gas field services as Debtor-In-Possession pursuant to sections 1107 and 1108 of the Code.
2. Prior to the commencement of this case, Security Bank filed a lien to secure its claim regarding loans extended to the Debtor. The amount of the lien in the original amount is \$2,288,627.81. See proof of claim attached hereto as Exhibit "A" and incorporated herein for all purposes.
3. The various properties, both real and personal, against which the bank has its liens are provided as part of the schedules on file with this Court, but the Debtor would assert that the collective value of the assets offered as collateral is considerably more than the claim made by Security Bank.
4. Debtor's primary source of income is the operation of its business and the accounts receivable those activities generate.

5. Security Bank, which originally permitted the use of cash collateral after a hearing, withdrew the right to use said cash collateral alleging that the Debtor has now followed the terms of the agreement. See attached Exhibit “B,” which is incorporated herein for all purposes.
6. At the present time, it is imperative that the Debtor obtains authority from this Court, in accordance with 11 U.S.C. § 363(c)(2)(B), to use some of the cash collateral it receives in order to pay basic necessities such as the following:
  - a. Operations
  - b. Maintenance
  - c. Insurance
  - d. Taxes
  - e. Management Fees
  - f. Escrow for future operating and maintenance expenses
  - g. Professional fees as might be approved by the court.

#### RELIEF REQUESTED

7. In accordance with section 363(c)(2)(B) of the Code, the Debtor requests that this Court authorize and approve the Debtor’s use of cash collateral for the payment of its operating expenses as set forth in the budget provided as an exhibit attached hereto identified as the Budget, attached hereto as Exhibit “C” and incorporated herein for all purposes. In order to remain in possession of its properties and continue its business activities in an effort to achieve successful reorganization, the Debtor must be permitted to use cash collateral to pay the items provided for in the budget. The Debtor currently has no present alternative borrowing source from which the Debtor could secure additional funding to operate the business.
8. Debtor believes the expenses listed on the Budget are reasonable and necessary business expenses which must be paid in order to continue the Debtor’s business.

9. In an effort to adequately protect the interests of the Bank in the Pre petition Collateral for the Debtor's use of cash collateral as requested in this Motion, the Debtor is offering to again provide the Bank with a replacement lien pursuant to and in accordance with 11 U.S.C. § 361(2), on Debtor's accounts receivable generated post petition (the "Post petition Collateral") through the use of the collateral of the Bank.
10. In the event this Court does not authorize the Debtor's use of cash collateral, the Debtor believes it will be unable to maintain its current business operations and propose a plan of reorganization as contemplated by the Bankruptcy Code. Without the use of cash collateral, the Debtor will be seriously and irreparably harmed, resulting in substantial losses to the Debtor's estate and its respective creditors.

REQUEST FOR ENTRY OF ORDER

11. There has been no agreement between counsel. Over the next 90 days Debtor anticipates that it will need to spend the money described in the Operating Budget attached hereto to pay for the purposes stated therein. If Debtor is not permitted to use said funds, the result will be irreparable injury to Debtor and its chance for an effective reorganization.

WHEREFORE, West Texas Bulldog Oilfield Services, LLC, Debtor herein, request that this Court enter an Order pursuant to 11 U.S.C. § 363(c)(2)(B) authorizing the Debtor to use cash collateral for its general ongoing business expenses as described in this Motion and the Operating Budget attached hereto as an Exhibit, and to grant Debtor such other and further relief as may be proper and just.

*/s/ Jesse Blanco*

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CERTIFICATE OF SERVICE

I hereby certify that on the 27<sup>th</sup> day October, 2017 a true and correct copy of the foregoing was delivered to all parties in interest either via ECF to those subscribing to said service or by United States first class mail, postage prepaid.

*/s/ Jesse Blanco*

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