

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS**

In re:

§

By the Court

§

Bankruptcy Local Rules

§

**PROPOSED AMENDMENTS
BANKRUPTCY LOCAL RULES**

Local Rule 1007. Supporting Documents.

- (c) Official Form 21 must be submitted to the clerk with conventionally filed petitions and must be submitted to the clerk within ~~five-business~~ 7 days of electronically filed petitions.

Local Rule 1009. Amendments of Voluntary Petitions and Their Supporting Documents.

- (a) If an amendment or supplement is filed to add a creditor or to change the status, classification, or amount owed a creditor, no later than the second ~~business-day~~, excluding intermediate weekends and holidays, after the filing the debtor must:
- (1) Serve the amendment by first class mail, postage prepaid, on the trustee, U.S. trustee, and all creditors affected by the amendment,
 - (2) File a certificate of service,
 - (3) File an amended mailing list in the form directed by the clerk, and
 - (4) Pay the filing fee.

Local Rule 1017. Dismissals.

- (b) Chapter 13 trustees may file motions to dismiss for non-payment, in the exercise of their discretion, at any time. Chapter 13 trustees must timely file motions to dismiss if the debtor is two monthly payments behind. The hearing must be set at the first panel following the expiration of ~~25-28~~ 28 days after the motion is filed. The form of motion shall be in a form promulgated from time-to-time by the Bankruptcy Court. Responses and requests for hearings on motions to dismiss

must be filed not later than ~~20-21~~ days after service. If no timely response is filed, the Court may dismiss the case without a hearing, at its discretion.

(c) In chapter 13 cases, federal tax issues will be governed by the following procedures:

(1) At or before ~~seven-7~~ days before the date first set for the first § 341 meeting of creditors, the Internal Revenue Service must send a tax transcript to the chapter 13 trustee, the debtor and debtor's counsel.

(2) Within ~~5-7~~ days after the § 341 meeting of creditors, the trustee must file a motion to dismiss any chapter 13 case in which the IRS transcript reflects a delinquent return for a period in which taxes would be entitled to a priority. The motion shall be in a form published from time-to-time on the Court's website.

(3) Within ~~20-21~~ days after the chapter 13 trustee has filed a motion to dismiss a case based on delinquent tax returns, the debtor must file a response to the motion.

Local Rule 1019. Supplemental Schedules in Converted Cases.

Within ~~fifteen-14~~ days after entry of an order converting a case from one chapter to another, the debtor must file: (1) supplemental schedules itemizing changes from the original schedules in property of the estate and in creditor lists, or (2) a statement that there are no changes.

Local Rule 2002. Notices to Creditors, Equity Security Holders, and United States.

(c) The clerk must send a notice promptly after a chapter 13 case is filed. The notice must:

(2) Set the initial confirmation date for the debtor's proposed plan. The initial confirmation date will be set at the last available date (available dates are dates on which the court has scheduled chapter 13 confirmation hearings) that is not more than 45 days after the § 341 meeting. If the plan is filed on the petition date, the notice shall include a copy of the plan or the "Plan Summary and Statistical Cover Sheet" (the "plan summary"). If the plan

is not filed on the petition date, the debtor will be responsible for mailing a new notice along with the plan and the plan summary on the same day that the debtor's proposed plan is filed. In order to maintain early confirmation, judges may have to schedule not less than two confirmation panels per month. The notice shall advise creditors that the deadline for filing objections to confirmation of the plan is ~~5~~7 days before the date set for confirmation. Failure to send the notice with the plan and the plan summary in a timely manner may be grounds for dismissal of the case at the confirmation hearing.

Local Rule 2004. Examination.

- (d) Not fewer than ~~ten~~14 days written notice of a proposed examination must be given to the person or entity to be examined, its counsel, and to affected parties under BLR 9013(a). The notice must apprise the party of the scope of the examination and categories of documents to be produced. The notice must be filed.

- (f) If a party to be examined has objections, that party has the burden to seek relief from the court by filing a motion to quash or for a protective order. The motion must comply with BLR 9013. The entity to be examined and affected parties have ~~five business~~7 days to respond or object to the proposed examination.

Local Rule 2006. Trustee Election.

A party seeking to conduct an election of a trustee must give written notice to the U. S. trustee not later than ~~three business~~7 days before the commencement of the § 341 meeting of creditors.

Local Rule 2016. Professional Fees.

- (b) In chapter 11 cases, attorneys and accountants must deposit retainer funds in trust accounts, whether the retainer is received from the debtor or from anyone else. A retainer may be applied to fees and expenses only if no objection has been filed and ~~20~~21 days have elapsed from the filing and service of a notice for the distribution of a retainer. The notice must describe the services rendered, time spent, hourly rates charged, and the name of the professional or paraprofessional doing the work. A notice of distribution may not be filed more frequently than once a month. Compensation withdrawn under this rule is interim until a final fee application is approved.
- (c) Chapter 13 debtor's attorneys may seek attorneys' fees on a fixed fee basis or a lodestar basis as follows:

- (1) Fixed fee agreements must be filed within 20-21 days of the petition date and be in the form promulgated from time-to-time by the Bankruptcy Court. [Amended by General Order 2007-4, effective 01-01-08].

Local Rule 3007. Objections to Claims.

- (c) The objection must include a scheduling conference hearing date from the judge's web page or from the case manager and must state immediately below the title:

This is an objection to your claim. The objecting party is asking the court to disallow the claim that you filed in this bankruptcy case. You should immediately contact the objecting party to resolve the dispute. If you do not reach an agreement, you must file a response to this objection and send a copy of your response to the objecting party within 20-21 days after the objection was served on you. Your response must state why the objection is not valid. If you do not file a response within 20-21 days after the objection was served on you, your claim may be disallowed.

A hearing has been set on this matter on [date] at [time] in courtroom _____, [address].

Local Rule 3010. Date of Distribution in Dismissed Chapter 13 Cases.

Distributions in dismissed cases should be made by the chapter 13 trustee at the earliest practicable date following the disposition of all motions for administrative expenses that are timely filed or that are deemed allowed pursuant to BLR 4001. Timely filed motions for administrative expenses will be those filed within 20-21 days of the dismissal order.

Local Rule 3021. Payments by Chapter 13 Trustee. Payments by the chapter 13 trustee will only be made as follows:

(c) Payments on claims that are filed shall be reserved in the amount payable under the plan until the filed claim is an allowed claim. The deadline for filing objections to filed claims is ~~25~~-21 days after the proof of claim deadline. If no objection is filed by the deadline, the claim is an allowed claim and should be paid in accordance with the plan. Nothing in this rule precludes the reconsideration of the allowance of a claim pursuant to § 502(j) of the Bankruptcy Code

(e) Payment of claims for attorneys' fees shall be made only on allowed claims for attorneys' fees. No reserve shall be established for payment of lodestar attorneys' fees that are not yet allowed except for applications for payment filed at least 20 ~~20~~ 21 days before the confirmation hearing. If an application for payment is filed at least ~~20~~-21 days before the confirmation hearing, (i) the fees shall be reserved in the amount set forth in the application until allowed or disallowed by the court; and (ii) the court at the confirmation hearing may establish such additional reserves as equity requires. Under fixed fee orders, attorneys' fees are allowed on entry of the order approving the fixed fee agreement.

(h) Distributions in dismissed cases should be made by the chapter 13 trustee at the earliest practicable date following the disposition of all motions for administrative expenses that are timely filed or that are deemed allowed pursuant to BLR 4001. Timely filed motions for administrative expenses will be those filed within ~~20~~-21 days of the dismissal order.

Local Rule 4001. Relief from Automatic Stay.

(a) Motions for relief from stay:

(3) The motion must state immediately below the title:

This is a motion for relief from the automatic stay. If it is granted, the movant may act outside of the bankruptcy process. If you do not want the stay lifted, immediately contact the moving party to settle. If you cannot settle, you must file a response and send a copy to the moving party at least ~~two~~-2 days, excluding intermediate weekends and holidays, before the hearing. If you file your response less than ~~5~~-7 days before the hearing, you must send a copy to the movant by facsimile, by hand, or by electronic delivery. If you cannot settle, you must attend the hearing. Evidence may be offered at the hearing and the court may rule.

Represented parties should act through their attorney.

There will be a hearing on this matter on [date] at [time] in courtroom _____, [address].

- (5) If the moving party schedules a hearing on a motion for relief from stay or agrees to continue the hearing to a date more than thirty (30) days after the date the motion was filed (~~20~~21 days for motions to lift the co-debtor stay), the party shall be deemed to have waived the automatic termination under 11 U.S.C. § 362(e) and/or 1301(d).

- (11) In any evidentiary hearing conducted on a motion for relief from the automatic stay, all counsel shall certify before the presentation of evidence (1) that good faith settlement discussions have been held or why they have not been held; (2) that all exhibits, appraisals and lists of witnesses (the debtor is presumed to be a witness and need not be identified) have been exchanged at least ~~two~~2 days, excluding intermediate weekends and holidays, in advance of the hearing date; and (3) the anticipated length of the hearing. Exhibits must be marked in advance of the hearing and a bound, marked set of exhibits must be presented to the court at the commencement of the hearing.

- (b) Motions filed under BR 4001(b), 4001(c), or 4001(d) for the use of cash collateral, obtaining credit, or for approval of agreements on BR 4001 matters, must state immediately below the title:

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 ~~15~~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.

If a hearing has been set on the motion, this language must be added at the end of the notice:

There will be a hearing on this motion on [date] at [time] in courtroom _____, [address].

- (e) In each chapter 13 case, the Court will issue an order that authorizes the use of estate vehicles under § 363 and provides adequate protection to the holders of liens on the vehicles.

(1) The adequate protection order will require the debtor to (i) maintain insurance on the vehicle in the amount required by the debtor(s) prepetition contract; (ii) provide proof of insurance to the lien holder; and (iii) enter into a wage order or EFT Order not later than ~~15~~14 days after the petition date. [Amended by General Order 2007-4, effective 01-01-08].

(2) As additional adequate protection, the lien holder will be given an administrative claim, with priority under § 507(b), in an amount equal to 1.25% of the value of the vehicle for each 30 days that elapses from the date of the adequate protection order. For example, if the vehicle is valued at \$10,000, a § 507(b) adequate protection claim in the amount of \$125 will accrue each month. In the event of a dismissal or conversion of the chapter 13 case, the trustee will distribute the proceeds in accordance with § 1326(a)(2). This will result, in most cases, in payments being made in the following order of priority:

(A) First, to the vehicle lien holders in the amount of the adequate protection reserve;

(B) Second, to debtor's counsel for unpaid fees for which an application is filed on or before ~~20~~21 days after entry of the order of dismissal and that have been allowed by court order;

(C) Third, to the debtor (directly and not through counsel).

(D) Payments under paragraph "1" shall be made following the expiration of ~~10~~14 days of entry of the dismissal order, unless the dismissal order is stayed.

[Amended by General Order 2007-4, effective 01-01-08].

(3) The debtor or any other party in interest may object to the adequate protection order not later than 30 days after entry of the court's order. The objecting party

must state the date that the hearing will be conducted, which date will be the next chapter 13 panel after the expiration of ~~15-14~~ days from the date of the objection. The objection must be served on the debtor, the debtor's counsel, the chapter 13 trustee, and any party holding security interest in the vehicle. The objecting party must attend the hearing and present evidence in support of the objection. [Amended by General Order 2007-4, effective 01-01-08].

- (f) Motions for relief from the automatic stay that pertain to exempt residences or exempt vehicles ("Consumer Lift Stay Motions") are governed by this BLR 4001(f).

(4) Prior to filing a Consumer Lift Stay Motion, the movant must attempt to contact the debtor(s)' counsel to discuss whether an agreement can be reached utilizing the court's a agreed order forms. If such an agreement can be reached, the parties may submit a Motion for Entry of Agreed Order under FRBP 4001. Conferences may be attempted by telephone or by e-mail. In all conferences, movant's counsel must provide a contact person with a direct telephone number for future discussions. The motion may be filed by the movant if settlement is not concluded in writing within ~~two (2) business~~ 2 days, excluding intermediate weekends and holidays, of the initial attempt to confer. [Amended by General Order 2007-4, effective 01-01-08].

(5) If the parties cannot reach agreement to submit an agreed order in the court's format, the party seeking relief from the stay may file a Consumer Lift Stay Motion in the court's format along with a proposed order, also in the court's format. Responses by the debtor must be one of the following and must be filed at least ~~five~~ 7 days before the hearing:

(6) If a sufficient response has not been timely filed, the movant must submit a proposed form of default order with a certification of default. The proposed form of default order and certification must comply with the court's form as promulgated from time to time. The court may issue a default order if an adequate response is not filed at least ~~five~~ 7 days before the hearing. If the court issues a default order prior to the hearing, counsel need not appear at the hearing. If the court has not issued a default order and a party who has failed to respond appears at the hearing, the court may nevertheless grant default relief or may set a date for an evidentiary hearing.

Local Rule 5012. Communication and Cooperation With Foreign Courts and Foreign Representatives.

Except for communications for scheduling and administrative purposes, the court in any case commenced by a foreign representative shall give at least ~~20~~21 days' notice of its intent to communicate with a foreign court or a foreign representative. The notice shall identify the subject of the anticipated communication and shall be given in the manner provided by Rule 2002(q). Any entity that wishes to participate in the communication shall notify the court of its intention not later than ~~5~~7 days before the scheduled communication.
[Added by General Order 2008 - 02, effective December 1, 2008].

Local Rule 9013. Pleadings, Hearings, and Service.

- (b) Except as noted in (e), each pleading seeking an order must include this immediately below the title:

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 ~~20~~21 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.

- (f) Whenever service of a pleading, notice, or other document is required under these rules or the Fed. R. Bankr. P, the serving party must serve it within one ~~business~~ day, excluding intermediate weekends and holidays, after the pleading is filed. The serving party must file a certificate of service including the name and address of those served.

Summary of Comments on adminproc.pdf

This page contains no comments

***ADMINISTRATIVE PROCEDURES
FOR THE FILING, SIGNING, AND
VERIFYING OF DOCUMENTS
BY ELECTRONIC MEANS
IN TEXAS BANKRUPTCY COURTS***

Effective December 1, 2004

With amended Section III(E)(5)(b)(1), effective 10/15/08

Hon. Bill Parker: Debra Theriot, Courtroom Deputy
(Beaumont & Lufkin Divisions) Phone: (409) 839-2617, ext. 225
Email: Debra_Theriot@txeb.uscourts.gov

Hon. Brenda Rhoades: Shirley Rasco, Courtroom Deputy
Phone: (972) 509-1240, ext. 226
Email: Shirley_Rasco@txeb.uscourts.gov

(d) Western District:

Hon. Leif Clark: Lisa Elizondo, Courtroom Deputy
Phone: (210) 472-6720, ext. 236
Email: lisa_elizondo@txwb.uscourts.gov

Hon. Larry Kelly: Pete Guerrero, Courtroom Deputy
Phone: (512) 916-5237, ext. 317
Email: pete_guerrero@txwb.uscourts.gov

Hon. Ronald King: Jana Brisiel, Courtroom Deputy
Phone: (210) 472-6720, ext. 235
Email: jana_brisiel@txwb.uscourts.gov

Hon. Frank Monroe: Anita Chapman, Courtroom Deputy
Phone: (512) 916-5237, ext. 319
Email: anita_chapman@txwb.uscourts.gov

11. Designation of Appellate Record. A designation of the items to be included in the record on appeal pursuant to Fed. R. Bankr. P. 8006 must be filed by electronic means. However, copies of the designated documents to be delivered to the Clerk of the Authorizing Court pursuant to the applicable local rule shall be delivered in a paper format, with the format of all subsequent filings to be determined by the appropriate District Court.

12. Unavailability of System. If there is a technical failure of the Court's System which renders it inaccessible to an Electronic Filer on the last day prescribed under any applicable rule or court order for the timely filing of a document, such prescribed period shall be extended ~~until the end of the next business day after access to the System has been restored.~~

Practice Note: Parties should be aware that the Authorizing Court may lack authority to relieve a party from the operation of any applicable statute of

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T to the date and time as calculated in accordance with Fed. R. Bankr. P. 9006(a)(3).

limitations based upon the unavailability of the Court's System. In such event, alternative filing means should be utilized in a timely manner.

B. Signatures.

1. Signature Requirement. A document filed by electronic means shall either:

- (a) contain a scanned image of any manual signature or an electronic signature affixed thereto; or
- (b) display an “/s/” with the name typed in the location at which the signature would otherwise appear such as:

/s/ Jane Doe; OR

/s/ Jane Doe, Notary Public³; OR

/s/ Jane Doe, President, ABC Corporation.

- 2. Consequence of Login/Password Usage.** Without relieving an Electronic Filer of the duty to comply with the signature requirement outlined above in Section VII(B)(1), the filing of any document using a login/password combination issued by the Authorizing Court shall constitute an Electronic Filer's signature for purposes of signing the document under Fed. R. Bankr. P. 9011 or any other signature requirement imposed by the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, or any local rule of the Authorizing Court. No person shall knowingly utilize or cause another person to utilize the password of an Electronic Filer unless such a person is an authorized agent of the Electronic Filer.
- 3. Declarations for Electronic Filing.** Within ~~five (5) business~~ days of the filing by electronic means of a bankruptcy petition, list, schedule, or statement that requires verification or an unsworn declaration under Fed. R. Bankr. P. 1008, the Electronic Filer shall tender to the Court in paper format the appropriate “Declaration for Electronic Filing,” substantially conforming either to Exhibit “B-1,” “B-2,” or “B-3,” which has been executed by any individual debtor or by the authorized representative of any corporate or partnership debtor. Such Declaration shall be thereafter maintained by the Clerk of the Authorizing Court in paper format.

³ If the “/s/” signature option is utilized for a notary public, the commission date for such notary public should be typed on the electronically-submitted document.

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE [insert] DISTRICT OF TEXAS

IN RE:

§
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§
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Case No. _____

Debtor(s)

Chapter _____

**DECLARATION FOR ELECTRONIC FILING OF
BANKRUPTCY PETITION AND MASTER MAILING LIST (MATRIX)**

PART I: DECLARATION OF PETITIONER:

As an individual debtor in this case, or as the individual authorized to act on behalf of the corporation, partnership, or limited liability company seeking bankruptcy relief in this case, I hereby request relief as, or on behalf of, the debtor in accordance with the chapter of title 11, United States Code, specified in the petition to be filed electronically in this case. I have read the information provided in the petition and in the lists of creditors to be filed electronically in this case and **I hereby declare under penalty of perjury** that the information provided therein, as well as the social security information disclosed in this document, is true and correct. I understand that this Declaration is to be filed with the Bankruptcy Court within ~~five (5) business~~ days after the petition and lists of creditors have been filed electronically. I understand that a failure to file the signed original of this Declaration will result in the dismissal of my case.

- [Only include for Chapter 7 individual petitioners whose debts are primarily consumer debts] –*
I am an individual whose debts are primarily consumer debts and who has chosen to file under chapter 7. I am aware that I may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, understand the relief available under each chapter, and choose to proceed under chapter 7.
- [Only include if petitioner is a corporation, partnership or limited liability company] –*
I hereby further declare under penalty of perjury that I have been authorized to file the petition and lists of creditors on behalf of the debtor in this case.

Date: _____.

_____	_____	_____
John Doe, Debtor		Jane Doe, Joint Debtor
Soc. Sec. No. _____		Soc. Sec. No. _____
OR		
John Doe, Position/Capacity		

PART II: DECLARATION OF ATTORNEY:

I declare **under penalty of perjury** that: (1) I will give the debtor(s) a copy of all documents referenced by Part I herein which are filed with the United States Bankruptcy Court; and (2) I have informed the debtor(s), if an individual with primarily consumer debts, that he or she may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter.

Date: _____.

A. Lawyer, Attorney for Debtor

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE *[insert]* DISTRICT OF TEXAS

IN RE:

§
§
§
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Case No. _____

Debtor(s)

Chapter _____

**DECLARATION FOR ELECTRONIC FILING OF AMENDED PETITION,
ORIGINAL/AMENDED BANKRUPTCY STATEMENTS AND SCHEDULES,
AND/OR AMENDED MASTER MAILING LIST (MATRIX)**

As an individual debtor in this case, or as the individual authorized to act on behalf of the corporation, partnership, or limited liability company named as the debtor in this case, ***I hereby declare under penalty of perjury*** that I have read

- the original statements and schedules to be filed electronically in this case
- the voluntary petition as amended on the date indicated below and to be filed electronically in this case
- the statements and schedules as amended on the date indicated below and to be filed electronically in this case
- the master mailing list (matrix) as amended on the date indicated below and to be filed electronically in this case

and that the information provided therein is true and correct. I understand that this Declaration is to be filed with the Bankruptcy Court within ~~five (5) business~~ days after such statements, schedules, and/or amended petition or matrix have been filed electronically. I understand that a failure to file the signed original of this Declaration as to any original statements and schedules will result in the dismissal of my case and that, as to any amended petition, statement, schedule or matrix, such failure may result in the striking of the amendment(s).

- [Only include if petitioner is a corporation, partnership or limited liability company]* – I hereby further declare under penalty of perjury that I have been authorized to file the statements, schedules, and/or amended petition or amended matrix on behalf of the debtor in this case.

Date: _____.

John Doe, Debtor
OR
John Doe, Position/Capacity

Jane Doe, Joint Debtor

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**ORDER AUTHORIZING USE OF VEHICLES PURSUANT TO §363
AND PROVIDING ADEQUATE PROTECTION TO LIEN HOLDERS**

ORDERED:

1. The debtor(s) are authorized to use their vehicle(s) pursuant to §363 of the Bankruptcy Code, conditioned on the following:

2. The debtors must maintain insurance on the vehicle(s) in the amounts and with the coverages pertaining to the vehicle itself required by the contract with any holder of a pre-petition lien on the vehicle(s).

a. Proof of insurance must be provided within ~~57~~ days of receipt of written request by the holder of a vehicle lien.

b. The debtors must timely make all required payments to the chapter 13 trustee.

c. Before the earlier of (i) ~~five business-7~~ days after the Debtor (s) propose a chapter 13 plan; or (ii) ~~thirty-14~~ days after this chapter 13 case was commenced:

(i) if a Debtor is a wage or salary employee, the Debtor shall submit a proposed wage order (in the form contained on the Court's website) and providing for the payments proposed in the plan¹; or

(ii) if a Debtor is not a wage or salary employee, the Debtor shall complete an ACH transfer authorization form (in the form contained on the Court's website) and submit the form to the chapter 13 trustee.

d. As additional adequate protection for the interest of the lien holder(s), the lien holder(s) are granted a claim pursuant to §503(b)(1). This lien is intended to be of the type described in §507(b) of the Bankruptcy code. The amount of the claim is equal to 1.5% of the value of the vehicle as of the petition date. The adequate protection payments shall be calculated by the chapter 13 trustee based on the average of the NADA retail and trade-in values, unless the Court orders otherwise.

3. The debtor or any other party in interest may object to this order within ~~40-30~~ days of its entry. If a timely objection is filed, an evidentiary hearing will be conducted at the next chapter 13 panel. The objecting party is ordered to provide notice of the hearing date, attend the hearing and present evidence in support of the objection.

¹ Proposed wage orders may be filed electronically by the chapter 13 trustee or by debtor(s)' counsel through the Court's CM/ECF procedures. If a proposed wage order is not filed electronically or is filed by a person other than the chapter 13 trustee or debtor(s)' counsel, it must be accompanied by an appropriate motion. Debtors who are not represented by an attorney may submit the proposed wage order through the chapter 13 trustee.

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

In re: §
Chapter 13 Trustee Procedures for §
Administration of Home Mortgage §
Payments §

**Chapter 13 Trustee Procedures for
Administration of Home Mortgage Payments
Adopted by the Court on September 29, 2005
As Revised on May 18, 2006 and December 1, 2009**

The debtor's plan payments to the chapter 13 trustee shall include the amount due on the debtor's regular monthly mortgage installments for a claim secured by a security interest in real property that is the debtor's principal residence pursuant to the terms of 11 U.S.C. § 1322(b)(5)¹ ("the ongoing mortgage") unless there is no default on the mortgage as of the petition date, the date of plan confirmation and the date of the filing of a plan modification. The following requirements will apply to all cases in which the Chapter 13 Plan deals with an arrearage:

1. Not later than ~~3-business~~7 days following the date a case is filed, the debtor shall provide the trustee with the following information concerning all claims to which these procedures apply:

- (a) The complete name and payment address of the creditor.
- (b) The account number assigned to the claim.
- (c) The exact amount of the contractual installment payment and the date each payment is due.
- (d) A telephone number for the creditor.
- (e) A copy of the current payment coupon.

The debtor may satisfy this obligation (i) in a manner acceptable to the chapter 13 trustee; or (ii) by filing a notice in the form set forth on the Court's web site attaching a document containing the above referenced information.

2. The debtor shall make payments to the trustee with the payments to be received by the trustee by a date that complies with the provisions of the security agreement concerning payment due dates. The trustee is not required to disburse funds to a claimant unless the trustee is satisfied that the payment received by the trustee from the debtor will not be dishonored by the financial institution upon which it is drawn.

¹ Hereafter, all statutory references are to sections of Title 11, United States Code.

3. Subject to these procedures, the trustee is authorized to disburse funds in payment of all regular contractual installment payments and other charges arising pursuant to the claim of a creditor that become due following the commencement of a case pursuant to the terms of the note and security agreement applicable to the claim. Disbursements should commence as soon as is practicable. If the trustee has available funds, the initial disbursement should precede the hearing on plan confirmation. Pre-confirmation payments received by the chapter 13 trustee shall be applied as follows:

(a) to an adequate protection reserve in accordance with any adequate protection orders issued by the Court.

(b) to a reserve for payment of priority claims (including allowed attorneys fees), calculated as follows:

(i) The amount of the Debtor's proposed monthly payment; minus,

(ii) The amount of any adequate protection reserve; minus,

(iii) The amount of the Debtor's monthly mortgage payment.

(c) to the ongoing mortgage payment.

4. If the holder of a claim proposes to adjust the amount of the regular contractual installment payment due to a change in the interest rate, or for an escrow for payment of insurance and taxes, the claimant shall give written notice of the "adjusted amount" to the debtor, debtor's counsel, and the trustee. The debtor shall promptly provide the trustee with a copy of any notice of an "adjusted amount" that the debtor receives from a creditor while the case is pending.

5. No post petition adjustment to the contractual installment payments due on a claim dealt with pursuant to § 1322(b)(5) shall be valid unless authorized by the agreement upon which the claim is based, and unless notice of the proposed adjustment is served on the debtor, debtor's attorney, and the chapter 13 trustee, not later than 45 days prior to the date the adjusted amount is due.

6. Upon receipt of a notice pursuant to the preceding paragraph, the trustee shall be authorized to either object to the claim, or disburse the adjusted amount, without seeking a formal modification of the plan.

7. Upon receipt of a notice of an "adjusted amount", the trustee shall file with the Court, a notice of disbursement of the "adjusted amount", and shall serve the notice on the debtor and the debtor's attorney. The debtor shall have ~~20~~21 days from the date of service of such notice to file an appropriate motion seeking Court review of the proposed adjustment. Disbursements of the adjusted amount are subject to refund/disgorgement upon ruling by the Court.

8. If the disbursement of an “adjusted amount” causes the plan to fail to meet the minimum standards for confirmation described in § 1325, then the trustee or the debtor may seek a modification of the plan pursuant to § 1329, or file a motion to dismiss or convert the case.

9. Prior to the completion of the case, a party in interest may seek a determination by the Court concerning the sufficiency of the payments made to a creditor pursuant to these provisions. Unless the Court determines otherwise, pursuant to an appropriate motion or other pleading, an order granting the debtor a discharge in this case shall serve as a conclusive determination that all defaults with respect to any claim dealt with in the plan pursuant to these provisions are “cured,” within the meaning of § 1322(b)(5), as of the date of the final payment to the claimant by the trustee.

10. The chapter 13 trustee shall periodically, at least annually, file a report which sets forth the date and amount of each payment made by the trustee to a creditor whose claim is subject to these provisions. The report shall specify the period covered by the report, and identify the months for which each contractual payment is applied according to the records of the trustee. The report shall be served on the debtor, debtor’s counsel and each creditor holding a claim described on the report. If a creditor seeks to make a claim against the estate or the debtor that arose within the period covered by the report (i.e. a claim for late charges or attorneys fees or any other charge authorized by the agreement with the debtor), such claim will be barred unless it is (i) filed within 60 days after receipt of this report; and (ii) is allowed pursuant to the terms of the confirmed plan.

11. Amounts received by the holder of the ongoing mortgage prior to confirmation must be applied by the holder to the next payment due without penalty under the terms of the note; or the holder must notify the trustee in writing that it waives all late charges that accrue after the order for relief in this case. Amounts received by the holder of the ongoing mortgage after confirmation must be applied in accordance with the plan.

12. Motions for relief from the automatic stay which are required to include a post-petition payment history may utilize a printout of the information on the chapter 13 trustee’s website for the post-petition portion of the payment history.

13. These procedures may be varied in a particular case only by order of the Court.

Uniform Plan and Motion for Valuation of Collateral

CHAPTER 13 PLAN

Date of Plan: _____
(Date Must be Date that This Plan is Signed by Debtors)

The debtors propose the following plan pursuant to § 1321¹.

In conjunction with the plan, the Debtor moves for the valuation of secured claims in the amount set forth in paragraph 8. **The debtor(s) propose to pay the holder of the Secured Claim only the amounts set forth in the debtor(s)' Plan. The Court will conduct a scheduling conference on this contested matter on the date set for the hearing on confirmation of the debtor(s)' plan. You must file a response to this objection, in writing, not less than 5-7 days ~~(including weekends and holidays)~~ before the hearing on confirmation of the plan or the valuation set forth in the plan may be adopted by the Court. If no response is filed, the Debtor's sworn declaration at the conclusion of this plan may be submitted as summary evidence at the hearing pursuant to Rule 7056 and 28 U.S.C. § 1746. If no timely answer is filed, the Court may conduct a final hearing on the objection at the hearing on confirmation of the plan.**

1. Payments. The debtors hereby submit all or such portion of their future earnings or other future income to the supervision and control of the chapter 13 Trustee ("Trustee") as is necessary for the execution of the plan. The submission of income shall be accomplished by making monthly payments to the Trustee in amounts equal to all of the projected disposable income of the debtor, as defined in § 1325(b). Schedules I and J of the debtor's schedules contain the debtor's good faith estimate of the current amount of available projected disposable income for purposes of this requirement. Significant changes in the debtor's financial condition during the first three years of the plan may provide cause for the Trustee or any unsecured creditor to seek a modification of the plan pursuant to § 1329. The amount, frequency, and duration of the payments, is as follows:

Beginning Month ²	Ending Month	Amount of Monthly Payment	Total
			Grand Total:

¹ All § references are to the Bankruptcy Code.

² When subsequent tables refer to "Month #", Month #1 is the Beginning Month referenced above.

The first monthly payment is due not later than 30 days after the date this case was filed. If the payments to be made by the chapter 13 trustee pursuant to paragraph 4 are adjusted in accordance with the Home Mortgage Payment Procedures adopted pursuant to Bankruptcy Local Rule 3015(b) (whether on account of a change in any escrow requirement, a change in the applicable interest rate under an adjustable rate mortgage, or otherwise), the debtors' payments required by this paragraph 1 will be automatically increased or decreased by the amount of the increase or decrease in the paragraph 4 payments, adjusted as set forth in the following sentence. The increase or decrease shall be adjusted by an amount equal to the increase or decrease in the Posted Chapter 13 Trustee Fee that is caused by the change. The Posted Chapter 13 Trustee Fee is the percentage fee posted on the Court's web site from time to time. The chapter 13 trustee is authorized to submit an amended wage withholding order or to amend any automated bank draft procedure to satisfy the automatic increase or decrease.

A notice of any adjustment in the payment amount must be filed by the chapter 13 trustee.

Except as otherwise ordered by the Court, payments to the chapter 13 trustee will be made pursuant to a wage withholding order or an automated bank draft procedure with the chapter 13 trustee.

2. Priority Claims. From the payments made by the debtor to the Trustee, the Trustee shall pay in full, all claims entitled to priority under § 507. Payments shall be made in the order of priority set forth in § 507(a) and § 507(b). Payments of equal priority shall be made *pro rata* to holders of such claims. Priority claims arising under § 503(b)(2) shall be paid only after entry of an order by the Bankruptcy Court approving payment of the claim. If this case is dismissed, no priority claim arising under § 503(b)(2) shall be allowed unless an application for allowance is filed on or before ~~20~~21 days after entry of the order of dismissal.

Name of Holder of Priority Claim	Amount of Priority Claim	Interest Rate Under Plan	Amount of Estimated Periodic Payment	First Payment of this Amount in Month #	Last Payment of this Amount in Month #

3. Secured Claims for which Collateral is to be Surrendered. The debtor surrenders the following collateral:

Name of Creditor	Description of Collateral

4. Secured Claim For Claim Secured Only by a Security Interest in Real Property That is the Debtor(s)' Principal Residence (Property to be Retained) or Other § 1322(b)(5) Claim. Check Either A or B, below:

A. The following table sets forth the treatment of each class of secured creditors holding a claim secured only by a security interest in real property that is the debtor(s)' principal residence or other claim treated under § 1322(b)(5). The amount listed as the "Principal Amount of Claim for Arrearage" is the amount proposed by the debtor(s) in this Plan. If the actual allowed claim is in a different amount, the amount paid pursuant to this Plan shall be the amount due on the actual amount of the allowed claim without the need of an amended plan. The amount listed as "Amount of Estimated Periodic Payment" will be adjusted to reflect the actual amount of the allowed claim.

Name of Holder of Secured Claim	Principal Amount of Claim for Arrearage	Interest Rate Under Plan	Security for Claim	Amount of Estimated Periodic Payment	First Payment of this Amount in Month #	Last Payment of this Amount in Month #

Payment of the arrearage amounts shall constitute a cure of all defaults (existing as of the petition date) of the debtor(s)' obligations to the holder of the secured claim.

The Secured Claims held by secured creditors holding a claim secured only by a security interest in real property that is the debtor(s)' residence (other than the arrearage claims set forth in the above table) and other claims treated under § 1322(b)(5) will be paid in accordance with the pre-petition contract held by the holder of the secured claim. The first such payment is due on the first payment due date under the promissory note (after the date this bankruptcy case was filed). During the term of the plan, these payments will be made through the chapter 13 trustee in accordance with the Home Mortgage Payment Procedures adopted pursuant to Bankruptcy Local Rule 3015(b). Each holder of a claim that is paid pursuant to this paragraph must elect to either (i) apply the payments received by it to the next payment due without penalty under the terms of the holder's pre-petition note; or (ii) waive all late charges that accrue after the order for relief in this case. Any holder that fails to file an affirmative election within 30 days of entry of the order confirming this plan has waived all late charges that accrue after the order for relief in this case. Notwithstanding the foregoing, the holder may impose any late charge that accrues following an event of default of a payment due under paragraph 1 of this Plan.

The automatic stay is modified to allow holders of secured claims to send only monthly statements (but not demand letters) to the Debtor(s).

The Debtor must provide the information required by the chapter 13 trustee pursuant to the Home Mortgage Payment Procedures, prior to ~~75-business~~ days after the date this Plan is proposed.

B. The holder of the claim secured only by a security interest in real property that is the debtor(s)' principal residence has agreed to refinance the security interest and claim on the terms set forth on the document attached as Exhibit "A". The refinancing brings the loan current in all respects. The terms of the loan that is being refinanced and the new loan are described below:

	Old Loan	New Loan
Current amount owed on old loan and total amount borrowed on new loan		
Interest rate is fixed or variable?		
Interest rate (in %)		
Monthly principal and interest payment		
Closing costs paid by debtors		
Monthly required escrow deposit		

Payments made to the above referenced holder will be paid (check one, **only** if Debtor has checked option **B**, above):

Through the chapter 13 trustee.

Directly to the holder of the claim, by the Debtor. If there has been a default in payments following the refinancing, future payments will be through the chapter 13 trustee. If payments are to be made directly to the holder of the claim by the Debtor, then the holder of the claim may not impose any attorneys fees, inspection costs, appraisal costs or any other charges (other than principal, interest and escrow) if such charges arose (in whole or in part) during the period (i) when the case is open; (ii) after the closing of the refinanced loan; and (iii) prior to a modification of this plan (i.e., following a default by the Debtor in payments to the holder of the claim) pursuant to which the Debtor commences payments through the chapter 13 trustee to the holder of the claim secured solely by a security interest in the debtor's principal residence.

5. Debt Incurred within 910 Days Preceding Petition Date and Secured by a Lien on a Motor Vehicle or Debt Incurred within 1 Year Preceding Petition Date and Secured by Other Collateral for Which *Full Payment, with Interest, is Provided.* The following table sets forth each class of secured creditors holding a claim for a debt incurred within 910 days preceding the petition date and secured by a lien on a motor vehicle or for a debt incurred within 1 year preceding the petition date and secured by other collateral for which full payment is proposed. The amount listed as "Principal Amount of Claim" is an estimate of the actual allowed claim.

If the Court allows an actual allowed claim that is a different amount than is shown below under “Principal Amount of Claim”, the Plan shall be deemed amended to pay the principal amount as allowed without the requirement of the filing of an amended plan. The amount listed as “Estimated Periodic Payment” will be adjusted to reflect the actual amount of the allowed claim.

Payment of the amounts required in this section constitutes a cure of all defaults (existing as of the date this plan is confirmed) of the debtor(s)’ obligations to the holder of the secured claim. If the monthly payment in the proposed plan is less than the amount of the adequate protection payment ordered in this case, the actual payment will be the amount of the monthly adequate protection payment.

The automatic stay is modified to allow holders of secured claims to send only monthly statements (but not demand letters) to the Debtor(s).

Each secured claimant is hereby designated to be in a class by itself. Subject to disposition of a timely filed motion to avoid a lien under § 522, or a complaint to determine the validity of a lien filed under FED. R. BANKR. P. 7001, each secured creditor shall retain the lien securing its claim. The lien shall be enforceable to secure payment of the claim the lien secures, as that claim may be modified by the plan. The holder of a claim secured by a valid lien may enforce its lien only pursuant to § 362.

Name of Holder of Secured Claim	Principal Amount of Claim	Interest Rate Under Plan	Security for Claim	Amount of Estimated Periodic Payment	First Payment of this Amount in Month #	Last Payment of this Amount in Month #

6. Debt Incurred within 910 Days Preceding Petition Date and Secured by a Lien on a Motor Vehicle or Debt Incurred within 1 Year Preceding Petition Date and Secured by Other Collateral for Which Less Than Full Payment, with Interest, is Provided. The following table sets forth each class of secured creditors holding a claim for a debt incurred within 910 days preceding the petition date and secured by a lien on a motor vehicle or for a debt incurred within 1 year preceding the petition date and secured by other collateral for which less than full payment is proposed. The amount listed as “Principal Amount of Claim” is an estimate of the actual allowed claim. The amount that will be paid under the plan is the amount, with interest, that pays the lesser of (i) the amount listed in the holder’s proof of claim; or (ii) the amount listed as “Amount of Claim to be Paid Under Plan” (with the “Amount of Claim to be Paid Under Plan NOT adjusted to reflect the actual Allowed Amount of the Claim).

The automatic stay is modified to allow holders of secured claims to send only monthly statements (but not demand letters) to the Debtor(s).

Each secured claimant is hereby designated to be in a class by itself. Subject to disposition of a timely filed motion to avoid a lien under § 522, or a complaint to determine the validity of a lien filed under FED. R. BANKR. P. 7001, each secured creditor shall retain the lien securing its claim. The lien shall be enforceable to secure payment of the claim the lien secures, as that claim may be modified by the plan. The holder of a claim secured by a valid lien may enforce its lien only pursuant to § 362.

Name of Holder of Secured Claim	Principal Amount of Claim	Amount of Claim to be Paid under Plan	Interest Rate Under Plan	Security for Claim	Amount of Estimated Periodic Payment	First Payment of this Amount in Month #	Last Payment of this Amount in Month #

7. Secured Debts Paid in Accordance with Pre-Petition Contract (Use Only for Contracts on Which There is No Default). The Debtor represents that there are no payment defaults on the contracts listed in this paragraph. The secured claims held by the following secured creditors will be paid in accordance with the pre-petition contracts between the debtor(s) and the holder of the secured claim:

Name of Holder	Collateral for Claim	Total Claim	Collateral Value	Contract Interest Rate

8. All Other Secured Claims (Property to be Retained). Each secured claimant is hereby designated to be in a class by itself. Subject to disposition of a timely filed motion to avoid a lien under § 522, or a complaint to determine the validity of a lien filed under FED. R. BANKR. P. 7001, each secured creditor shall retain the lien securing its claim. The lien shall be enforceable to secure payment of the claim the lien secures, as that claim may be modified by the plan. The holder of a claim secured by a valid lien may enforce its lien only pursuant to § 362.

The following table sets forth the treatment of each class of secured creditors whose claims are modified by the Plan. The amount of secured claim to be paid under this plan is the lesser of the amount listed below as the “Collateral Value” and the allowed amount of the holder’s claim. If the Court allows a different amount than is shown below, the Plan shall be deemed amended without the requirement of the filing of an amended plan. The amount listed as “Estimated Amount Periodic Payment” will be adjusted to reflect the actual amount of the allowed claim.

Name of Holder of Secured Claim	Security for Claim	Principal Amount of Claim (without regard to Value of Collateral)	Collateral Value	Int. Rate per Plan	Est. Amount Periodic Pmt.	First Pmt. of this Amt. in Mth. #	Last Pmt. of this Amt. in Mth. #

Payment of the amounts required in this section constitutes a cure of all defaults (existing as of the date this plan is confirmed) of the debtor(s)' obligations to the holder of the secured claim. If the monthly payment in the proposed plan is less than the amount of the adequate protection payment ordered in this case, the actual payment will be the amount of the monthly adequate protection payment.

The automatic stay is modified to allow holders of secured claims to send only monthly statements (but not demand letters) to the Debtor(s).

9. Specially Classified Unsecured Claims. The following unsecured claims will be treated as described below:

Name of Unsecured Creditor	Treatment

10. Unsecured Claims. Unsecured creditors not entitled to priority shall comprise a single class of creditors, and those whose claims are allowed, shall be paid a pro rata share of the amount remaining after payment of all secured, priority, and specially classified unsecured claims. The debtor estimates that unsecured creditors will receive a _____% dividend.

11. Executory Contracts. Except as set forth elsewhere in this Plan or in the following sentence, all executory contracts are rejected. The following contracts are assumed:

_____.

12. Asset Sales. The Debtor(s) are authorized—without the need for further Court order—to sell their exempt property in accordance with the following sentence. Any such sale shall provide for the full payment, at closing, of all liens on the property that is sold. If the Debtor(s) request and the Court so determines, an order confirming this authority may be granted by the Court, *ex parte*.

13. Surrender of Collateral. The Debtor may surrender collateral to a secured creditor by filing a motion pursuant to Fed. R. Bankr. P. 4001 for an agreed order providing for surrender of collateral and termination of the automatic stay. The motion will be submitted on ~~15~~14 days notice.

14. Discharge and Vesting of Property. The debtor(s) will be granted a discharge in accordance with § 1328. Property of the estate shall vest in the debtors upon entry of the discharge order.

15. Plan Not Altered from Official Form. By filing this plan, debtor(s) and their counsel represent that the plan is in the official form authorized by the Court. There are no addenda or other changes made to the official form.

Debtor's Declaration Pursuant to 28 U.S.C. § 1746

I declare under penalty of perjury that the foregoing statements of value contained in this document are true and correct.

Dated:

Signature of Debtor

Signature of Debtor

Name, Address, and Signature of Debtor(s)' Attorney

**UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
Procedures for Complex Chapter 11 Bankruptcy Cases**

1. **Definition of Complex Case.** A complex chapter 11 bankruptcy case is a chapter 11 case that requires special scheduling and other procedures because of a combination of the following factors:

- A. The size of the case (usually total debt of more than \$10 million);
- B. The large number of parties in interest (usually more than 50);
- C. The public trading of claims or of equity;
- D. Other circumstances justifying complex case treatment.

These procedures may be referenced in pleadings in this District as “Complex Chapter 11 Procedures”.

2. **Adoption of Uniform Rules.** This Court subscribes to the Uniform Texas Rules for Complex Chapter 11 Bankruptcy Cases (the “Uniform Rules”). Those rules are published on the Court’s website. To the extent of any conflict between the Uniform Rules and the specific procedures set forth in this document, this document controls.

3. **Variance from These Procedures.** The Court may, for good cause shown, waive all or any part of these procedures in a particular case.

4. **Cash Collateral Use/Debtor in Possession Lending.**

A. On motion by the Debtor, a hearing (the “Initial Finance Hearing”) will routinely be conducted within three ~~business~~-days, excluding intermediate weeks and holidays, to consider either cash collateral use and/or interim debtor-in-possession financing (“the “Initial Financing”).

B. At the Initial Finance Hearing, the debtor should introduce a cash flow projection showing sources and uses of cash necessary for the debtor’s operations on a weekly basis for not less than the first 3 weeks of the case (a “First Budget”).

i. The First Budget shall be filed with the Court and served no later than noon on the second ~~business~~-day, excluding intermediate weekends and holidays, after the filing.

ii. Service must be by electronic means to the extent possible.

iii. Service shall be made to the United States Trustee, the twenty largest unsecured creditors, all creditors who claim an interest in the cash collateral, parties requesting notice, any Committee, and all creditors with secured claims exceeding \$1,000,000.

C. At the Initial Finance Hearing, the Court will consider the Initial Financing pursuant to Code §§ 363, 364, and Rule 4001, subject to the following:

i. The Court may consider additional uses of cash if cause is shown under Code §§ 363, 364 and Rule 4001 for such extraordinary additional financing.

ii. The Court will consider Initial Financing, presumptively granting replacement liens on post-petition collateral to secure Interim Financing on the same types of collateral and to the same extent as the pre-petition lender has on the pre-petition collateral, substantially in the form of the Standard Initial Cash Collateral/DIP Loan Order attached hereto as Exhibit A (“Standard Terms”).

(a) The Court will consider terms in addition to Standard Terms if cause is shown under Code §§ 363, 364 and Rule 4001 for such additional terms.

(b) If possible, parties in interest requesting additional terms should file proposed language prior to the commencement of the hearing.

iii. The Court will set a hearing to consider permanent financing through use of cash collateral and/or debtor-in-possession lending in accordance with Code §§ 363, 364 and Rule 4001 (a “Permanent Finance Hearing”).

iv. In keeping with Rule 4001, a Permanent Finance Hearing shall be set no earlier than ~~15–14 calendar~~ days after the motion was served and will presumptively be set on or about the 30th calendar day.

v. At the Permanent Finance Hearing, the debtor should introduce a cash flow projection for sources and uses of cash for the period of cash collateral use or debtor-in-possession lending that is proposed (a “Permanent Financing Budget”). The Court will consider at the Permanent Finance Hearing whether it is appropriate to order either long term use of cash collateral or long term debtor-in-possession lending pursuant to the Permanent Financing Budget in accordance with §§ 363, 364 and Rule 4001.

vi. The Permanent Finance Budget shall be served at least 3 ~~business~~ days, excluding intermediate weekends and holidays, before the Permanent Finance Hearing, with service made in accordance with paragraphs 3(b)(2) and 3(b)(3) hereof.

vii. If a motion to approve Permanent Financing under § 363 and/or 364 seeks to include any of the terms listed in Exhibit B hereto (“Significant Provisions”), the motion shall list all such provisions in a separate section and shall give

reasons why each such provision should be approved in this case. The Court will consider each of these Significant Provisions based on §§ 363, 364, Rule 4001 and the facts and circumstances of the case.

5. **Sales of Substantially All Assets.**

A. If a debtor proposes to sell all, or substantially all, of its assets pursuant to § 363 during the case (a “Substantial Asset Sale”), it will be expected to use the following procedures in order to demonstrate its compliance with §§ 363, 1129, Rule 6004 and applicable Circuit precedent concerning such sales.

B. Subject to paragraph 3 of these procedures, such a sale shall not be heard on less than 21 days notice..

C. Such a sale shall be for cash or readily marketable securities that can easily be distributed to creditors under a plan of reorganization (“Complying Proceeds”); unless the proponent establishes that Complying Proceeds are unavailable and the consideration obtained is in the best interest of the estate.

D. Such proceeds shall be placed into segregated account to be used only (i) pursuant to court order during the case or (ii) distributed to creditors pursuant to a confirmed plan of reorganization (a “Complying Plan”).

E. Any creditor opposing such a sale on the basis that the proposed sale constitutes a *sub rosa* plan must identify with specificity in its objection what rights or protections under §§ 1121-1129 are being violated.

F. At the Substantial Asset Sale Hearing, the debtor will be expected to respond to any objection asserting that the proposed sale of substantially all assets pursuant to § 363 will, under the facts of the case, materially adversely affect the rights of creditors under §§ 1121 - 1129 concerning confirmation of a plan of reorganization. The debtor will be expected to introduce evidence that it is proposing to segregate Complying Proceeds or establish why Complying Proceeds are unavailable. The debtor may, but is not required to, submit a copy of a plan of reorganization complying with § 1129 (a Complying Plan”). The debtor will be expected to demonstrate that all valid, perfected and unavoidable liens will be protected pursuant to § 363(f).

G. At the Substantial Asset Sale Hearing, the Court will consider the evidence of Complying Proceeds and any Complying Plan as part of its consideration of whether to approve the sale pursuant to § 363 and Rule 6004.

H. If a debtor files and serves a Substantial Asset Sale Motion at least two ~~business~~ business-days, excluding intermediate weekends and holidays, before the Initial Finance Hearing, then at the Initial Finance Hearing the Court will (i) schedule the hearing on the Substantial Asset Sale Motion; and (ii) consider any bid procedures proposed in connection with such sale.

I. If a debtor files a Substantial Asset Sale Motion before the Permanent Finance Hearing, then, unless it shall have been done previously, at the Permanent Finance Hearing, the Court will (i) schedule the hearing on the Substantial Asset Sale Motion; and (ii) consider any bid procedures proposed in connection with such sale.

J. The Court adopts the Guidelines for the Conduct of Asset Sales that are attached as Exhibit C.

6. Plan Confirmation.

A. If a debtor files a plan of reorganization and disclosure statement before the Initial Finance Hearing, then at the Initial Finance Hearing the Court will set the date for the disclosure statement hearing and related objection deadlines, and consider setting a date for the Confirmation hearing and related voting and objection deadlines.

B. If a debtor files a plan and disclosure statement before the Permanent Finance Hearing, then at the Permanent Finance Hearing the Court will set the date for the disclosure statement hearing and related objection deadlines, and consider setting a date for the plan approval confirmation hearing and related voting and objection deadlines.

C. In deciding scheduling for Disclosure Statement and Confirmation Hearings, the Court will consider arguments for and against shortening the time for notice of the Disclosure Statement and/or Plan Confirmation Hearings, and whether any such notice periods should run simultaneously. In making that determination, the Court will take the following into account:

- i. Whether there is evidence that it is important to the success of the reorganization that the case move expeditiously.
- ii. Whether the plan proposes to distribute cash proceeds of assets pursuant to the priorities of § 726.
- iii. If a class is expected to be treated under § 1129(b), a showing why such class is receiving due process if it is not given ~~25-28~~ days notice of a disclosure statement hearing and subsequent ~~25-28~~ days notice of a confirmation hearing.
- iv. The terms and complexity of the proposed plan.
- v. The extent to which the proposed plan is consensual.
- vi. All other factors bearing on the wisdom of shortening the time.

D. If any sale of assets or auction of rights, including rights to provide financing in connection with the Plan, is proposed in connection with a plan, and the plan proponent proposes procedures for such, then (i) an order to set procedures for such sale or auction shall be considered at or before the hearing at which the date for the disclosure

statement hearing is set; or (ii) the Plan may propose to sell assets without the need for such sale or auction procedures if permitted under applicable law.

7. Cases Involving Debtors Engaged in Drilling, Exploration, Development and/Or Operation of Oil, Gas or Mineral Properties.

A. Application of this Section. This section applies to debtors who are owners or operators of oil, gas or mineral leases. A debtor is an operator if the debtor operates an oil, gas and mineral lease pursuant to an operating agreement or pursuant to rules or regulations established by a governmental authority such as the Texas Railroad Commission or the Minerals Management Service of the Department of the Interior. These rules apply to debtors who are operators and to the oil and gas properties they operate.

B. Postpetition treatment of royalty, suspense accounts, and other accounts containing funds attributable to third parties. All funds received after the petition date that are attributable to an overriding royalty, working interest owner and third party funds shall be maintained by the debtor in a segregated account so designated. Proceeds to which claims under § 9.343 of the Texas Business and Commerce Code may attach may be subject to the Court's order regarding use of cash collateral. Purchasers who purchase from a First Purchaser (as defined in § 9.343) in the ordinary course of business may make payment into a cash collateral account in satisfaction of § 9.343 and discharge any continuing lien on severed mineral. Any lien that would have otherwise attached shall attach to proceeds so deposited into the cash collateral account.

C. Monthly operating reports. Monthly operating reports shall indicate gross proceeds from the sale of production attributable to the debtor's interest in oil, gas and mineral properties, shall then deduct amounts received postpetition attributable to royalty, overriding royalty, working interest owner and third party funds (which amounts shall be deposited into segregated accounts as indicated above) and the monthly operating report shall then indicate the net proceeds attributable to the debtor's interest. Only the proceeds ex-royalty, overriding royalty, working interest and third party interests shall be indicated on the monthly operating report as debtor's funds.

D. Oil, gas and mineral leases. The schedules shall clearly indicate the debtor's undivided interest in oil, gas and mineral leases as real property or personal property pursuant to applicable non-bankruptcy law.

E. Lease termination issues. The Debtor shall file a supplement with its schedules in which the debtor lists each mineral lease, indicating the date of expiration, if known, and a brief description of the reason for expiration (such as "end of primary term").

F. Unrecorded assignments due to third parties. The debtor shall not deliver postpetition assignments of undivided interests in oil, gas and mineral leases to assignees who acquired such interests prepetition without an order of the court after notice and an opportunity for hearing. Postpetition assignments of interests acquired by

third parties postpetition and in the normal course of business are not affected by this requirement.

G. Producers' and owners' lien issues (Texas Business and Commerce Code § 9.343). The debtor shall file a supplement with its schedules containing a listing of parties who may have producers' liens or other liens securing obligations measured by production and/or sale of hydrocarbons. Such supplement shall include the name, address, lease (including the state in which the lease is located), quantity of production, and amount of sale, if available. Such filings will not constitute an evidentiary admission of the validity or attachment of any producer's lien, nor a waiver of any operator's rights of offset or lien, whether provided by agreement or otherwise applicable non-bankruptcy law.

H. Oil, gas and mineral contractors' liens. Oil, gas and mineral contractors asserting a statutory lien on property of the debtor's estate shall file with the court a copy of any oil, gas and mineral contractor's lien or affidavit of lien filed in the real property records postpetition, along with a notice of perfection pursuant to 11 U.S.C. §546(b). If an oil, gas and mineral contractor's lien or affidavit of lien is filed in the real property records postpetition, a copy of such lien, affidavit of lien, and § 546(b) notice shall be filed by the contractor claiming such a lien with the clerk of the bankruptcy court and served no later than 30 days after filing the oil, gas and mineral contractor's lien or affidavit of lien in the applicable real property records. If the oil, gas and mineral contractor's lien or affidavit of lien is filed in the real property records prepetition, a copy of such filing shall be filed with the clerk of the bankruptcy court and served within 30 days of the date of filing, along with a § 546(b) notice of perfection.

I. Reclamation. The debtor shall file a supplement with its schedules indicating all reclamation notices received by the debtor relating to oil, gas and mineral production. The schedule shall indicate, at a minimum, the claimants, the leases (including the state where each lease is located), and the production, including quantity and sale price (if sold to a third party).

8. Procedures for Payment of Critical Vendors.

A. A motion seeking an order authorizing payment of pre-petition amounts owed to Critical Vendors shall so state in the title.

B. The motion shall set forth the critical nature of the debtor's relationship with the creditors to be paid, the risk of harm to the debtor's estate should the claims remain unpaid or the economic benefit from payment of the claim, and the absence of a legal or practical alternative to payment of the claim.

C. The motion must list each creditor to be paid and the criteria utilized in selecting the creditors to be paid.

D. As to each creditor to be paid, the motion must set forth the amount owed, the amount that will be paid and the date on which payment will be made if the motion is granted.

E. The motion must set forth the conditions, if any, to be met by the creditors in exchange for the payment to be made.

F. The proposed order must set forth the following:

- i. the amounts authorized to be paid to each creditor; and
- ii. the conditions imposed upon the creditors.

G. A hearing will be conducted no sooner than 21 days after service of the motion, unless such hearing is expedited by separate order of the Court for cause.

H. Movant must provide notice of the hearing and file a certificate of service.

I. If the proposed order imposes requirements on a creditor who will be paid pursuant to the order (such as future credit or supply terms), then the order must provide for the creditor to execute an agreement to abide by the terms. The executed agreements will be retained by the debtor and available for review by parties in interest.

EXHIBIT A

STANDARD FINANCING ORDER

On _____, (“Debtor”) filed a chapter 11 case along with a motion [for use of cash collateral or to obtain debtor-in-possession financing] (the “Motion”). The Debtor filed and served a budget (the “Initial Budget”) in accordance with the Court’s Complex Chapter 11 Procedures. A hearing was held on this date to consider the Motion and financing pursuant to the Initial Budget.

The Debtor has shown that it is providing adequate protection [for use of cash collateral] by granting to each Secured Creditor a security interest in the Debtor’s post-petition assets with the same description, validity and priority as the pre-petition security interest claimed by that Secured Creditor.

Accordingly, the Court orders:

1. The Debtor is permitted to use cash collateral pursuant to the budget attached as Exhibit “A”.
2. Each secured creditor shall have a security interest in Debtor’s post-petition assets with the same description, validity and priority as the pre-petition security interest held by that Secured Creditor.
3. Debtor shall report its use of cash collateral as follows: _____.
4. The Permanent Finance Hearing will be on _____ at _____. The hearing will be conducted in accordance with the Complex Chapter 11 Procedures. Debtor must provide notice and file a certificate of service.
5. Not less than three ~~business~~-days, excluding intermediate weekends and holidays, before the Permanent Finance Hearing, Debtor must file and serve the budget to be considered at the Permanent Finance Hearing. Service must be made in accordance with the Complex Chapter 11 Procedures.

EXHIBIT B

SIGNIFICANT PROVISIONS GOVERNED BY RULE 3(C)(vii)

Significant Provisions are those that:

1. Grant cross-collateralization protection (other than replacement liens or other adequate protection) to the prepetition secured creditors (*i.e.*, clauses that secure prepetition debt by postpetition assets in which the secured creditor would not otherwise have a security interest by virtue of its prepetition security agreement or applicable law).
2. Deem prepetition secured debt to be postpetition debt or that use postpetition loans from a prepetition secured creditor to pay part or all of that secured creditor's prepetition debt, other than as provided in 11 U.S.C. § 552(b).
3. Bind the estate or any parties in interest with respect to the validity, perfection, or amount of the secured creditor's prepetition lien or debt or the waiver of claims against the secured creditor.
4. Waive or limit the estate's rights under 11 U.S.C. § 506(c).
5. Grant to the prepetition secured creditor liens on the debtor's claims and causes of action arising under 11 U.S.C. §§ 544, 545, 547, 548, or 549.
6. Impose deadlines for the filing of a plan or a disclosure statement.
7. Grant an administrative claim.
6. Other provisions which, in the judgment of Debtor's counsel, are out of the ordinary for financing orders in this District.

EXHIBIT C

GUIDELINES FOR THE CONDUCT OF ASSET SALES¹

The United States Bankruptcy Court for the Southern District of Texas adopts these guidelines (the "Guidelines") for the conduct of § 363(b) asset sales. The Guidelines are designed to help practitioners identify issues that typically are of concern to parties and the Court, so that, among other things, determinations can be made, if necessary, on an expedited basis.

These Guidelines do not address the circumstances under which an asset sale or asset sale process is appropriate or express a preference for asset sales under section 363(b) of the Bankruptcy Code as opposed to those conducted in the context of confirming a chapter 11 plan, address other substantive legal issues, or establish any substantive rules.

1. **Motions.**

A. **Motion Content.** When an auction is contemplated, the movant should file a single motion seeking the entry of two orders. The first proposed order (the "Sale Procedures Order") will approve procedures for the sale process, including any protections for an initial bidder, or stalking horse buyer, and the second order (the "Sale Order") will approve the sale to the successful bidder at the auction. If no auction procedures or stalking horse buyer protection provisions are contemplated, only one order (the Sale Order) is required. The motion should include a copy of the proposed purchase agreement, or a form of proposed agreement acceptable to the debtor if the debtor has not yet entered into an agreement.

B. **Bidding Procedures.** Generally, the Court will entertain a motion for approval, in a Sale Procedures Order, of proposed bidding procedures if such procedures are, as a matter of reasonable business judgment, likely to maximize the sale price. Such procedures must not chill the receipt of higher and better offers and must be consistent with the seller's fiduciary duties. It is recommended that such procedures include the following:

i. **Qualification of Bidders.** An entity that is seeking to become a qualified bidder will deliver financial information by a stated deadline to the debtor and other key parties (ordinarily excluding other bidders) reasonably demonstrating such bidder's ability to consummate a sale on the terms proposed. Such financial information, which may be provided confidentially, to the extent appropriate², may include current audited or verified financial statements of, or verified

¹ The Court has adopted these Guidelines after receipt of public comment from the bar. These procedures are similar, but not identical, to the procedures adopted by the United States Bankruptcy Court for the Southern District of New York. The Court has reviewed those procedures and has adopted substantial sections of them.

² The Court will consider any proposed confidentiality provision in light of the need for review by Committees and other appropriate parties-in-interest to review such information.

financial commitments obtained by, the potential bidder (or, if the potential bidder is an entity formed for the purpose of acquiring the property to be sold, the party that will bear liability for a breach). To be qualified, a prospective bidder also may be required by a stated deadline to make a non-binding expression of interest and execute a reasonable form of non-disclosure agreement before being provided due diligence access to non-public information.

C. Qualification of Bids Prior to Auction.

i. The bidding procedures should state the criteria for a qualifying bid and any deadlines for (i) submitting such a bid and (ii) notification whether the bid constitutes a qualifying bid. The bidding procedures may require each qualified bid to be marked against the form of a stalking horse agreement or a template of the debtor's preferred sale terms, showing amendments and other modifications (including price and other terms) proposed by the qualified bidder. The proposed bidding procedures may, but are not required to, limit bidding to the terms of a stalking horse agreement or preferred form of agreement. Bidding on less than all of the assets proposed to be acquired by an initial, or stalking horse, bidder normally should be permitted, unless such bidding is inconsistent with the purpose of the sale.

ii. A qualified bid should clearly identify all conditions to the qualified bidder's obligation to consummate the purchase.

iii. A qualified bid should include a good faith deposit, which will be non-refundable if the bidder is selected as the successful bidder and fails to consummate the purchase (other than as a result of a breach by the seller) and refundable if it is not selected as the successful bidder (other than as a result of its own breach). The amount of, and precise rules governing, the good faith deposit will be determined on a case-by-case basis, but generally each qualified bidder, including any initial, or stalking horse, bidder, should be required to make the same form of deposit.

D. Backup Buyer. The Sale Procedures Order may provide that the debtor in the reasonable exercise of its judgment may accept and close on the second highest qualified bid received if the winning bidder fails to close the transaction within a specified period. In such case, the debtor would retain the second highest bidder's good faith deposit until such bidder was relieved of its obligation to be a back-up buyer.

E. Stalking Horse or Initial Bidder Protections/Bidding Increments.

i. **No-Shop or No-Solicitation Provisions.** Limited “no shop” or “no solicitation” provisions may be permissible, in unusual circumstances, if they are necessary to obtain a sale, they are consistent with the debtor's fiduciary duties and they do not chill the receipt of higher or better offers. Such provisions must be prominently disclosed in the motion, with particularity. If the relevant

documents do not include a "fiduciary out" provision, the debtor must disclose the fact of and the reason for the exclusion of the provision.

ii. **Break-Up/Topping Fees and Expense Reimbursement.** The propriety of any break-up or topping fees and other bidding protections (such as the estate's proposed payment of out-of-pocket expenses incurred by a bidder in connection with the proposed transaction or the compensation of a bidder for lost opportunity costs) will be determined on a case-by-case basis. Generally such obligations should be payable only from the proceeds of a higher or better transaction entered into with a third party within a reasonable time of the closing of the sale. Such provisions must be set forth with particularity, and conspicuously disclosed in the motion.

iii. **Bidding Increments.** If a proposed sale contemplates the granting of a break-up or topping fee or expense reimbursement, the initial bidding increment must be more than sufficient to pay the maximum amount payable. Additional bidding increments should not be so high that they chill further bids, or so low that they provide insubstantial consideration to the estate.

iv. **Rebidding.** If a break-up or topping fee is requested, the Sale Procedures Order should state whether the stalking horse will be deemed to waive the break-up or topping fee by rebidding. In the absence of a waiver, the Sales Procedure Order should state whether the stalking horse will receive a "credit" equal to the break-up or topping fee when bidding at the auction.

F. Auction Procedures.

i. If an auction is proposed, the Sale Procedures Order generally should provide that the auction will be conducted openly, and that each bidder will be informed of the terms of the previous bid. The motion should explain the rationale for proposing a different auction format in the Sale Procedures Order.

ii. If the auction is sufficiently complex or disputes can reasonably be expected to arise, it is advisable at the sale procedures hearing to ask the Court whether it will consider conducting the auction in open court, or otherwise be available to resolve disputes. If the auction is to be conducted outside the presence of the judge, the actual bidding should be transcribed or videotaped to ensure a record, or the motion should explain why this is not advisable.

iii. Each bidder is expected to confirm at the auction that it has not engaged in any collusion with respect to the bidding or the sale.

iv. The Sale Procedures Order should provide that, absent irregularities in the conduct of the auction, or reasonable and material confusion during the bidding, the Court will not consider bids made after the auction has been closed, or the motion should explain why this is not advisable.

G. Sale Motion. With regard to the proposed sale, the motion and the evidence presented or proffered at any sale hearing should be sufficient to enable the Court to make the following findings: (1) a sound business reason exists for the transaction; (2) the property has been adequately marketed, the purchase price constitutes the highest or otherwise best offer and provides fair and reasonable consideration; (3) the proposed transaction is in the best interests of the debtor's estate, its creditors, and where relevant, its interest holders; (4) the transaction has been proposed and negotiated in good faith; (5) adequate and reasonable notice has been provided; (6) the "free and clear" requirements of section 363(f) of the Bankruptcy Code, if applicable, have been met; (7) if applicable, the sale is consistent with privacy policy concerning personally identifiable information, or, after appointment of a consumer ombudsman in accordance with section 332 of the Bankruptcy Code and notice and a hearing, no showing was made that such sale would violate applicable non-bankruptcy law; (8) the requirements of section 365 of the Bankruptcy Code have been met in respect of the proposed assumption and assignment or rejection of any executory contracts and unexpired leases; (9) where necessary, the debtor's board of directors or other governing body has authorized the proposed transaction; and (10) the debtor and the purchaser have entered into the transaction without collusion, in good faith, and from arm's-length bargaining positions, and neither party has engaged in any conduct that would cause or permit the agreement to be avoided under section 363(n) of the Bankruptcy Code.

i. Sound Business Purpose. A debtor must demonstrate the facts that support a finding that a sound business reason exists for the sale.

ii. Marketing Efforts. A debtor must demonstrate facts that support a finding that the property to be sold has been marketed adequately.

iii. Purchase Price. A debtor must demonstrate that fair and reasonable value will be received and that the proffered purchase price is the highest or best under the circumstances. If a bid includes deferred payments or any equity component, a debtor should discuss its assessment of the creditworthiness of competing bidders, if any, and the proposed buyer's ability to realize the projected earnings upon which future payments or other forms of consideration to the estate are based. Any material purchase price adjustment provisions should be identified.

iv. Assumption and Assignment of Contracts and Leases. A debtor must demonstrate at a minimum: (a) that it or the assignee/acquiror has cured or will promptly cure all existing defaults under the agreement(s), and (b) that the assignee/acquiror can provide adequate assurance that it will perform under the terms of the agreement(s) to be assumed and assigned under section 365 of the Bankruptcy Code. Additional notice and opportunity for a hearing may be required, if the offer sought to be approved at the sale hearing is submitted by a different entity than the initial, stalking horse bidder or the winning bid identifies different contracts or leases for assumption and assignment, or rejection, than the initial bid that was noticed for approval. If this possibility exists, the sale motion

should acknowledge the debtor will provide such additional notice and opportunity to object under such circumstances.

v. Extraordinary Provisions. The following provisions must be disclosed conspicuously in a separate section of the sale motion and, where applicable, in the related proposed Sale Procedures Order or Sale Order, and the motion must provide substantial justification therefore.

(a) Sale to Insider. If the motion proposes a sale to an insider, as defined in the Bankruptcy Code, the motion must disclose what measures have been taken to ensure the fairness of the sale process and the proposed transaction.

(b) Agreements with Management. The sale motion must disclose whether the proposed buyer has discussed or entered into any agreements with management or key employees regarding compensation or future employment, the material terms of any such agreements, and what measures have been taken to ensure the fairness of the sale and the proposed transaction in the light of any such agreements.

(c) Private Sale/Competitive Bidding. If no auction is contemplated, the debtor has agreed to a limited no-shop or no-solicitation provision, or the debtor has otherwise not sought or is not actively seeking higher or better offers, the sale motion must so state and explain why such sale is likely to maximize the sale price.

(d) Deadlines that Effectively Limit Notice. If the proposed transaction includes deadlines for the closing or Court approval of the Sale Procedures Order or the Sale Order that have the effect of limiting notice to less than that discussed in 11, below, the sale motion must provide an explanation.

(e) No Good Faith Deposit. If any qualified bidder, including a stalking horse, is excused from submitting a good faith deposit, the sale motion must provide an explanation.

(f) Interim Arrangements with Proposed Buyer. If a debtor is entering into any interim agreements or arrangements with the proposed purchaser, such as interim management arrangements (which, if out of the ordinary course, also must be subject to notice and a hearing under section 363(b) of the Bankruptcy Code), the sale motion must disclose the terms of such agreements.

(g) Use of Proceeds. If a debtor proposes to release sale proceeds on or after the closing without further Court order, or to provide for a definitive allocation of sale proceeds between or among various sellers or collateral, the sale motion must describe the intended disposition of such amounts and the rationale therefore.

(h) Tax Exemption. If the debtor is seeking to have the sale declared exempt from taxes under section 1146(a) of the Bankruptcy Code, the sale motion must prominently disclose the type of tax (e.g., recording tax, stamp tax, use tax, capital gains tax) for which the exemption is sought. The motion must further state why the proposed exemption is consistent with *Florida Dept. of Rev. v. Picadilly Cafeterias, Inc.*, 128 S.Ct. 2326 (2008).

(i) Record Retention. If the debtor proposes to sell substantially all of its assets, the sale motion must confirm that the debtor will retain, or have I reasonable access to, its books and records to enable it to administer its bankruptcy case.

(j) Sale of Avoidance Actions. If the debtor seeks to sell its rights to pursue avoidance claims under chapter 5 of the Bankruptcy Code, the sale motion must so state and provide an explanation of the basis therefore.

(k) Requested Findings as to Successor Liability. If the debtor seeks findings limiting the purchaser's successor liability, the sale motion must disclose the adequacy of the debtor's proposed notice of such requested relief and the basis for such relief. Generally, the proposed Sale Order should not contain voluminous findings with respect to successor liability, or injunctive provisions.

(l) Future Conduct. If the debtor seeks a determination regarding the effect of conduct or actions that may or will be taken after the date of the Sale Order, the sale motion must set forth the legal authority for such a determination.

(m) Requested Findings as to Fraudulent Conveyance. If debtor seeks a finding to the effect that the sale does not constitute a fraudulent conveyance, it must explain why a finding that the purchase price is fair and reasonable is not sufficient.

(n) Sale Free and Clear of Unexpired Leases. If the debtor seeks to sell property free and clear of a possessory leasehold interest, license or other right, the debtor must identify the non-debtor parties whose interests will be affected, and explain what adequate protection will be provided for those interests.

(o) Relief from Bankruptcy Rule 6004(h) . If the debtor seeks relief from the stay imposed by Bankruptcy Rule 6004(h), the sale motion must disclose the business reason or other basis for such request.

2. NOTICE

A. General. Notice is always required under section 363(b); however, a hearing is required only if there are timely objections or the Court otherwise schedules a hearing.

B. Notice of Proposed Sale Procedures.

i. Notice Parties. Notice should be Limited to those parties-in-interest best situated to articulate an objection to the limited relief sought at this stage, including:

(a) counsel for official and informal committees of creditors, equity holders, retirees, etc.;

(b) office of the United States Trustee;

(c) postpetition lenders;

(d) indenture trustees;

(e) agent for prepetition lenders;

(f) entities who have requested notice under Bankruptcy Rule 2002;

(g) all entities known or reasonably believed to have asserted a lien, encumbrance, claim or other interest in any of the assets offered for sale;

(h) parties to executory contracts and unexpired leases proposed to be assumed and assigned, or rejected as part of the proposed transaction; and

(i) entities known or reasonably believed to have expressed an interest in acquiring any of the assets offered for sale. Nothing herein is meant to imply that prospective bidders have standing to be heard with respect to the Sales Procedures.

ii. Notice Period. As a general matter, the minimum notice period set forth in Bankruptcy Rule 2002(a) can be shortened with respect to the request for approval of a proposed Sale Procedures Order, that does not involve Extraordinary Provisions and complies with these Guidelines, without compromising the finality of the proposed transaction.

iii. Contents of Notice. Notice should comport with Bankruptcy Rules 2002 and 6004.

C. Notice of Sale.

i. Notice Parties. Generally the proposed sale requires more expansive notice than proposed sale procedures. Notice should ordinarily be given to:

(a) counsel for official and informal committees of creditors, equity holders, retirees, etc.;

(b) office of the United States Trustee;

(c) entities who have requested notice under Bankruptcy Rule 2002 (and, if the proposed sale is of substantially all of the debtor's assets, all known creditors of the debtor);

(d) postpetition lenders;

(e) indenture trustees;

(f) agent for prepetition lenders;

(g) all entities known or reasonably believed to have asserted a lien, encumbrance, claim or other interest in any of the assets offered for sale;

(h) all parties to executory contracts or unexpired leases to be assumed and assigned, or rejected as part of the transaction;

(i) all affected federal, state and local regulatory (including, for example, environmental agencies) and taxing authorities, including the Internal Revenue Service;

(j) if applicable, a consumer privacy ombudsman appointed under section 332 of the Bankruptcy Code;

(k) the Securities and Exchange Commission (if appropriate);

(l) In larger cases, a sale of significant assets may also require notice of the proposed sale in publications of national circulation or other appropriate publications;

(m) In the case of publicly traded debt securities, notice to indenture trustees and record holders may be sufficient to the extent that the identity of beneficial holders is not known; and

(n) If the contemplated sale implicates the anti-trust laws of the United States, or a debt (other than for taxes) is owed by the debtor to the United States government, notice also should be given to:

- (I) the Federal Trade Commission;
- (II) the Assistant Attorney General in charge of the Antitrust Division of the Department of Justice; and
- (III) the United States Attorney's Office; and

(o) Any entity known or reasonably believed to have expressed an interest in acquiring any of the assets.

ii. Notice Period. The ~~statutory~~ 2021-day notice period should not be shortened for notice of the actual sale without a showing of good cause. The service of a prior notice or order, that discloses an intention to conduct a sale but does not state a specific sale date, does not affect the 2021-day notice period.

iii. Contents of Notice. Proper notice should comport with Bankruptcy Rules 2002 and 6004 and should include:

iv. the Sale Procedures Order (including the date, time and place of any auction, the bidding procedures related thereto, the objection deadline for the sale motion and the date and time of the sale hearing);

v. reasonably specific identification of the assets to be sold;

vi. the proposed form of asset purchase agreement, or instructions for promptly obtaining a copy;

vii. if appropriate, representations describing the sale as being free and clear of liens, claims, interests and other encumbrances (other than any claims and defenses of a consumer under any consumer credit transaction that is subject to the Truth in Lending Act or a consumer credit contract (as defined in 16 C.F.R. 433.1, as amended), with all such liens, claims, interests and other encumbrances attaching with the same validity and priority to the sale proceeds;

viii. any commitment by the buyer to assume liabilities of the debtor; and

ix. notice of proposed cure amounts and the right and deadline to object thereto and otherwise to object to the proposed assumption and assignment, or rejection of executory contracts and unexpired leases.

3. SALE ORDER

The Court discourages unduly long sale orders that contain unnecessary and redundant provisions. In the typical case, the findings should be limited to those set forth above, tailored to the particular case. The decretal paragraphs should also be limited, and if more than one decretal

paragraph deals with the same subject matter or form of relief, the proponent of the Sale Order should explain the reason in a separate pleading. Finally, if the order contains a decretal paragraph that approves the purchase agreement or authorizes the debtor to execute the purchase agreement, it should not also contain separate decretal paragraphs that approve specific provisions of the purchase agreement or declare their legal effect.

With these admonitions, the Court may enter a Sale Order containing the following, if substantiated through evidence presented or proffered in the motion or at the sale hearing:

A. Approval of Sale and Purchase Agreement. The order should authorize the debtor to (1) execute the purchase agreement, along with any additional instruments or documents that may be necessary to implement the purchase agreement, provided that such additional documents do not materially change its terms; (2) consummate the sale in accordance with the terms and conditions of the purchase agreement and the instruments and agreements contemplated thereby; and (3) take all further actions as may reasonably be requested by the purchaser for the purpose of transferring the assets.

B. Transfer of Assets. The assets will be transferred free and clear of all liens, claims, encumbrances and interests in such property, other than any claims and defenses of a consumer under any consumer credit transaction subject to the Truth in Lending Act or a consumer credit contract, as defined in 16 C.F.R. 5 433.1 (and as may be amended), with all such interests attaching to the sale proceeds with the same validity and priority, and the same defenses, as existed immediately prior to the sale, and persons and entities holding any such interests will be enjoined from asserting such interests against the purchaser, its successors or assigns, or the purchased assets, unless the purchaser has otherwise agreed.

C. Assumption and Assignment of Executory Contracts and Leases to Purchaser. The debtor will be authorized and directed to assume and assign to the purchaser executory contracts and leases free and clear of all liens, claims, encumbrances and interests, with all such interests attaching to the sale proceeds with the same validity and priority as they had in the assets being sold (provided, however, that in certain circumstances additional notice may be required before assumption and assignment or rejection of executory contracts and leases can be granted).

D. Statutory Provisions. The proposed order should specify those sections of the Bankruptcy Code and Bankruptcy Rules that are being relied on, and identify those sections, such as Bankruptcy Rule 6004(h), that are, to the extent permitted by law, proposed to be limited or abridged.

E. Good Faith/No Collusion. The transaction has been proposed and entered into by the debtors and the purchaser without collusion, in good faith, and from arm's-length bargaining positions. The proposed Sale Order should also specify that neither the debtor nor the purchaser have engaged in any conduct that would cause or permit the transaction to be avoided under Bankruptcy Code section 363(n).

Form M-100

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

In re:

§
§

Case No.
(Chapter __)

MOTION FOR ENTRY OF AGREED ORDER CONDITIONING AUTOMATIC STAY [AND CO-DEBTOR STAY] REGARDING EXEMPT PROPERTY

THIS IS A MOTION FOR ENTRY OF AN AGREED ORDER CONDITIONING THE AUTOMATIC STAY. IF YOU OBJECT TO THE GRANTING OF RELIEF, YOU SHOULD CONTACT THE MOVANT IMMEDIATELY TO TRY TO REACH AN AGREEMENT. IF YOU CANNOT REACH AN AGREEMENT, YOU MUST FILE A WRITTEN RESPONSE AND SEND A COPY TO MOVANT WITHIN 1514 DAYS OF THE DATE THIS WAS MAILED TO YOU. IF NO TIMELY OPPOSITION IS FILED, THE COURT MAY GRANT THE RELIEF WITHOUT A HEARING.

- 1. Movant:
2. Movant, directly or as agent for the holder, holds a security interest in [describe property. If real property, must list street address and legal description.]
3. The Debtor's exemptions have have not been allowed.
4. Type of collateral (e.g., Home, Manufactured Home, Car, Truck, Motorcycle):
5. Debtor's scheduled value of property: \$
6. Movant's estimated value of property: \$
7. Total amount owed to movant: \$
8. Estimated equity (paragraph 6 minus paragraph 7): \$
9. Total pre and post-petition arrearages: \$
10. Total post-petition arrearages: \$
11. Amount of unpaid, past due property taxes, if applicable: \$
12. Expiration date on insurance policy, if applicable:
13. Movant and Debtor [and co-debtor, if applicable] have agreed to condition the automatic stay pursuant to the terms of the attached agreed order. Accordingly, the parties request entry of the agreed order.

Date:

Movant's counsel signature
Name:
State Bar No.:
S.D. Tex. Bar No.:
Address:
Telephone:
Fax:
E-mail:

Form M-100

Certificate of Service and Certificate of Compliance with BLR 4001

A copy of this motion was served on the persons shown on exhibit "1" at the addresses reflected on that exhibit on [date] by prepaid United States first class mail. Movant certifies that movant has complied with Bankruptcy Local Rule 4001.

Movant's counsel

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

In re:

§
§

Case No.
(Chapter __)

MOTION FOR RELIEF FROM THE STAY [AND CO-DEBTOR STAY, IF APPLICABLE] REGARDING
EXEMPT PROPERTY

THIS IS A MOTION FOR RELIEF FROM THE AUTOMATIC STAY. IF YOU OBJECT TO THE GRANTING OF RELIEF FROM THE AUTOMATIC STAY, YOU SHOULD CONTACT THE MOVANT IMMEDIATELY TO TRY TO REACH AN AGREEMENT. IF YOU CANNOT REACH AN AGREEMENT, YOU MUST FILE A WRITTEN RESPONSE AND SEND A COPY TO MOVANT NOT LATER THAN [DATE] AND YOU MUST ATTEND THE HEARING.
THE COPY SENT TO THE MOVANT MUST BE DELIVERED BY HAND OR ELECTRONIC DELIVERY IF IT IS SENT LESS THAN FIVE-BUSINESS-7 DAYS PRIOR TO THE HEARING. UNLESS THE PARTIES AGREE OTHERWISE, THE HEARING MAY BE AN EVIDENTIARY HEARING AND THE COURT MAY GRANT OR DENY RELIEF FROM THE STAY BASED ON THE EVIDENCE PRESENTED AT THIS HEARING. IF A TIMELY OBJECTION IS FILED, THE COURT WILL CONDUCT A HEARING ON THIS MOTION ON [DATE] AT [TIME] IN COURTROOM [ADDRESS].

- 1. This motion requests an order from the Bankruptcy Court authorizing the person filing this motion to foreclose on or to repossess the property that is identified in paragraph 3.
2. Movant:
3. Movant, directly or as agent for the holder, holds a security interest in [describe property. If real property, must list street address and legal description.]
4. Movant has reviewed the schedules filed in this case. The property described in paragraph 3 is claimed as exempt by the debtor. Movant does not contest the claimed exemption.
5. Type of collateral (e.g., Home, Manufactured Home, Car, Truck, Motorcycle):
6. Debtor's scheduled value of property: \$
7. Movant's estimated value of property: \$
8. Total amount owed to movant: \$
9. Estimated equity (paragraph 7 minus paragraph 8): \$
10. Total pre and post-petition arrearages: \$
11. Total post-petition arrearages: \$
12. Amount of unpaid, past due property taxes, if applicable: \$
13. Expiration date on insurance policy, if applicable:
14. Movant seeks relief based on the debtor(s)' failure to make payments. Debtor(s)' payment history is attached as exhibit "A." Movant represents that the attached payment history is a current payment history reflecting all payments, advances, charges and credits from the beginning of the loan. Movant further represents that the payment history is self explanatory or can be interpreted by application of coding information that is also attached. Movant acknowledges that the Court may prohibit the use of parol evidence to interpret a payment history that does not satisfy these representations.
15. Movant seeks relief based on the debtor(s)' failure to provide a certificate of insurance reflecting insurance coverage as required under the debtor's pre-petition contracts.
16. If applicable: Name of Co-Debtor:

Form M-200

17. Based on the foregoing, movant seeks termination of the automatic stay [and the co-debtor stay, if applicable] to allow movant to foreclose or repossess the debtor(s)' property and seeks to recover its costs and attorneys' fees in an amount not to exceed the amount listed in paragraph 9.

18. Movant certifies that prior to filing this motion an attempt was made to confer with the Debtor(s)' counsel (or with Debtor(s), if *pro se*) either by telephone, by e-mail or by facsimile, by the following person on the following date _____ and _____ time: _____

_____. An agreement could not be reached. If requested by debtor or debtor's counsel, a payment history in the form attached to this motion was provided at least two ~~business~~ days, excluding intermediate weekends and holidays, before this motion was filed.

Date: _____

Movant's counsel signature

Name: _____

State Bar No.: _____

S.D. Tex. Bar No.: _____

Address: _____

Telephone: _____

Fax: _____

E-mail: _____

Certificate of Service and Certificate of Compliance with BLR 4001

A copy of this motion was served on the persons shown on exhibit "1" at the addresses reflected on that exhibit on [date] by prepaid United States first class mail. Movant certifies that movant has complied with Bankruptcy Local Rule 4001.

Movant's Counsel

Form M-300

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

In re:

§
§

Case No.
(Chapter __)

MOTION FOR ENTRY OF AGREED ORDER GRANTING RELIEF
FROM THE STAY REGARDING DIVORCE PROCEEDING

THIS IS A MOTION FOR RELIEF FROM THE AUTOMATIC STAY. IF YOU OBJECT TO THE GRANTING OF RELIEF FROM THE AUTOMATIC STAY, YOU SHOULD CONTACT THE MOVANT IMMEDIATELY TO TRY TO REACH AN AGREEMENT. IF YOU CANNOT REACH AN AGREEMENT, YOU MUST FILE A WRITTEN RESPONSE AND SEND A COPY TO MOVANT NOT LATER THAN [DATE] AND YOU MUST ATTEND THE HEARING.
THE COPY SENT TO THE MOVANT MUST BE DELIVERED BY HAND OR ELECTRONIC DELIVERY IF IT IS SENT LESS THAN FIVE BUSINESS 7 DAYS PRIOR TO THE HEARING. UNLESS THE PARTIES AGREE OTHERWISE, THE HEARING MAY BE AN EVIDENTIARY HEARING AND THE COURT MAY GRANT OR DENY RELIEF FROM THE STAY BASED ON THE EVIDENCE PRESENTED AT THIS HEARING. IF A TIMELY OBJECTION IS FILED, THE COURT WILL CONDUCT A HEARING ON THIS MOTION ON [DATE] AT [TIME] IN COURTROOM [ADDRESS].

- 1. This motion requests an order from the Bankruptcy Court authorizing the person filing this motion to proceed with a divorce in state court.
2. Movant:
3. Name of spouse:
4. If divorce case is pending, court and case number:
5. This motion seeks relief solely to allow the state court to issue judgments and orders concerning (i) child custody, (ii) support; and (iii) the division of exempt property.

Date:

Movant's counsel signature
Name:
State Bar No.:
S.D. Tex. Bar No.:
Address:
Telephone:
Fax:
E-mail:

Agreed: Signature by non-moving spouse and/or their counsel Date

Certificate of Service and Certificate of Compliance with BLR 4001

A copy of this motion was served on the persons shown on exhibit "1" at the addresses reflected on that exhibit on [date] by prepaid United States first class mail. Movant certifies that movant has complied with Bankruptcy Local Rule 4001.

Movant's Counsel

Form M-400

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

In re:

§
§

Case No.
(Chapter __)

MOTION FOR RELIEF FROM THE STAY REGARDING DIVORCE PROCEEDING

THIS IS A MOTION FOR RELIEF FROM THE AUTOMATIC STAY. IF YOU OBJECT TO THE GRANTING OF RELIEF FROM THE AUTOMATIC STAY, YOU SHOULD CONTACT THE MOVANT IMMEDIATELY TO TRY TO REACH AN AGREEMENT. IF YOU CANNOT REACH AN AGREEMENT, YOU MUST FILE A WRITTEN RESPONSE AND SEND A COPY TO MOVANT NOT LATER THAN [DATE] AND YOU MUST ATTEND THE HEARING.
THE COPY SENT TO THE MOVANT MUST BE DELIVERED BY HAND OR ELECTRONIC DELIVERY IF IT IS SENT LESS THAN FIVE BUSINESS 7 DAYS PRIOR TO THE HEARING. UNLESS THE PARTIES AGREE OTHERWISE, THE HEARING MAY BE AN EVIDENTIARY HEARING AND THE COURT MAY GRANT OR DENY RELIEF FROM THE STAY BASED ON THE EVIDENCE PRESENTED AT THIS HEARING. IF A TIMELY OBJECTION IS FILED, THE COURT WILL CONDUCT A HEARING ON THIS MOTION ON [DATE] AT [TIME] IN COURTROOM [ADDRESS].

- 1. This motion requests an order from the Bankruptcy Court authorizing the person filing this motion to proceed with a divorce in state court.
2. Movant:
3. Name of spouse:
4. If divorce case is pending, court and case number:
5. This motion seeks relief solely to allow the state court to issue judgments and orders concerning (i) child custody, (ii) support; and (iii) the division of exempt property.
6. Movant certifies that prior to filing this motion an attempt was made to confer with the non-moving spouse's counsel (or with the non-moving spouse, if pro se) either by telephone, by e-mail, or by facsimile by the following person on the following date and time:

. An agreement could not be reached.

Date:

Movant's counsel signature
Name:
State Bar No.:
S.D. Tex. Bar No.:
Address:
Telephone:
Fax:
E-mail:

Certificate of Service and Certificate of Compliance with BLR 4001

A copy of this motion was served on the persons shown on exhibit "1" at the addresses reflected on that exhibit on [date] by prepaid United States first class mail. Movant certifies that movant has complied with Bankruptcy Local Rule 4001.

Movant's Counsel

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

In re: § Case No.
§ (Chapter __)

DEFAULT/UNOPPOSED/UNCONTESTED ORDER GRANTING RELIEF FROM AUTOMATIC STAY
[AND CO-DEBTOR STAY, IF APPLICABLE]

(This Order Resolves Docket #_____)

[FORM TO BE FILED AT LEAST TWO BUSINESS-DAYS, EXCLUDING
INTERMEDIATE WEEKENDS AND HOLIDAYS, BEFORE THE
SCHEDULED HEARING IF NO RESPONSE HAS BEEN FILED]

_____ (“Movant”) filed a motion for relief from the automatic stay [and the co-debtor stay, if applicable] against [describe property. If real property, must list street address and legal description.] (the “Property”). Movant represented to the Court that it had served the motion in accordance with all applicable rules and provided notice of the hearing. As certified by Movant’s counsel, there is no effective opposition to the requested relief. Accordingly, the Court grants relief.

It is ordered that Movant is granted relief from the automatic stay [and the co-debtor stay, if applicable] to pursue its state law remedies, including foreclosure, repossession and/or eviction with respect to the Property.

ReservedForJudgeSignature

IF NO OPPOSITION OR REQUEST FOR HEARING HAS BEEN FILED 57 DAYS BEFORE THE SCHEDULED HEARING ON THE MOTION TO LIFT STAY, MOVANT MAY COMPLETE AND FILE THE FOLLOWING CERTIFICATION. IF THE CERTIFICATION IS MADE AT LEAST 2 DAYS PRIOR TO THE HEARING, (EXCLUDING INTERMEDIATE WEEKENDS AND HOLIDAYS), MOVANT NEED NOT ATTEND THE HEARING. THE COURT WILL EITHER ISSUE THE DEFAULT ORDER OR WILL RESCHEDULE THE HEARING IF THE COURT DETERMINES THAT A HEARING IS NEVERTHELESS NECESSARY.

Counsel’s Certification:

Movant’s motion for relief from the stay was served in accordance with applicable bankruptcy rules on _____. I have reviewed the docket sheet in this case to confirm the accuracy of the statements in this certification. Any trustee response that has been filed reflects an absence of opposition. Additionally, I certify that (i) no response has been filed by the debtor or any creditor; (ii) although a response was filed, the only responses reflected an absence of opposition to the requested relief; or (iii) although a response was filed, the response did not deny ANY of the factual allegations in the motion.

Movant’s counsel signature _____ Date _____
Name: _____
State Bar No.: _____
S.D. Tex. Bar No.: _____
Address: _____
Telephone: _____
Fax: _____
E-mail: _____

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

In re:

§
§

Case No.
(Chapter 13)

CHAPTER 13
AGREED ORDER CONDITIONING AUTOMATIC STAY (HOME)
(This Order resolves Docket #____)

1. This Order concerns the note that is secured by the Debtor(s)' home and that is held, directly or in its capacity as agent for the holder, by _____, "Movant". The property that is the subject of this motion is [describe property, including street address and legal description.] (the "Property"). Notices sent pursuant to this Order must be sent to _____ (if to Movant) and to _____ (if to Debtor).

2. *By signing below, the Debtor(s) represent to the Court that the Debtor(s):*

A. If they are a salaried or wage employee, are currently operating under a wage order or have submitted all information to the chapter 13 trustee for the presentation of a wage order to the Court.

B. If they are not a salaried or wage employee, are currently operating under an automated clearinghouse order or have submitted all information to the chapter 13 trustee for the presentation of an automated clearinghouse order to the Court.

3. The parties stipulate that unpaid amounts due post-petition total \$_____ and that Movant should be awarded attorneys fees and costs in the amount of \$_____ (not to exceed \$650.00), for a total post-petition amount owed of \$_____ (this total is referred to as the Delinquent Payment Amount). . The Delinquent Payment Amount will be reduced by any payments previously made by the Debtor(s) that have not been properly credited by Movant. Proof of any such payments must be provided to Movant within 30 days of the date of entry of this Order. Within ____¹ days after entry of this Order, the Debtor(s) must either (i) pay the Movant the Delinquent Payment Amount; or (ii) file a proposed modification of any confirmed plan or must amend any proposed plan to include the Delinquent Payment amount, with interest at an annual rate of ____%; provided, that if no amount is due, no modification must be filed. If the Debtors are required to file a modification or pay the Delinquent Payment Amount and fail to do either, it is a Final Default under this Order. At the hearing on modification of the plan, the Debtors must be current on all payments to the chapter 13 trustee pursuant to the terms of the proposed modification. If the Debtors are not current, it is a Final Default under this Order.

4. The Debtor(s) must:

A. Timely make all regular payments concerning the Property, including all payments of principal, interest and escrows, beginning with the next regular payment due on _____. If the plan is modified, payments should be made through the chapter 13 trustee in accordance with the chapter 13 trustee's mortgage payment procedures (unless otherwise ordered by the Court). If the plan is not modified, payments should be made directly to Movant at: _____.

¹ The number of days shown has been negotiated by the parties. The number of days must not exceed 60.

Form O-400

B. Maintain insurance and pay all ad valorem taxes on the property and provide continuous proof of insurance and payment of ad valorem taxes to the holder of the note. This provision does not apply to escrowed taxes and insurance, payment of which is governed by paragraph 4A.

C. Timely make all post-petition payments which are secured by the Property and which are required to be made to any community or homeowners association or pursuant to any condominium or townhome declaration.

D. Make all payments due to the chapter 13 trustee after the date of this Order, with the amount of such payments being made in the amount required under the proposed modification.

5. If the Debtor(s) fail to comply with paragraph 4 of this Order or make a payment by insufficient check, the Movant must give the Debtor(s) and Debtor(s)' counsel written notice by regular and by certified mail. If the Debtor(s) fail to comply within ~~10~~14 days of the date that notice was sent, it is a Final Default under this Order. Movant is only required to send two notices of default under this order. If there is a third failure to comply with paragraph 4, it is a Final Default and no further notice of an opportunity to cure must be given.

6. The automatic stay remains in effect until (i) there is a Final Default under this order; (ii) this case is dismissed; or (iii) the Debtor(s) receive their bankruptcy discharge. If the stay terminates because there is a Final Default, the Movant must file a notice of termination of the automatic stay. The Debtor may challenge any notice of termination by filing a motion to set aside the notice of termination. The motion must be filed within ~~10~~14 days of the filing of the notice of termination. Pending consideration of the motion by the Court, the Movant may proceed with all actions preparatory to foreclosure, but may not consummate a foreclosure of the Property. Any co-debtor stay terminates at the time that the automatic stay terminates.

7. If the Court denies approval of a modification proposed by the Debtor(s), the Court will reconsider Movant's requested relief from the stay. In such an event, Movant should calendar the reconsideration for a hearing on a § 362 hearing day after the expiration of ~~10~~14-days from the date on which approval of the proposed modification is denied.

SO ORDERED:

ReservedForJudgeSignature

Form O-400

AGREED AND ENTRY REQUESTED:

Debtor

Joint Debtor

Debtor(s)' counsel signature

Movant's counsel signature

Name: _____

Name: _____

State Bar No.: _____

State Bar No.: _____

S.D. Tex. Bar No.: _____

S.D. Tex. Bar No.: _____

Address: _____

Address: _____

Telephone: _____

Telephone: _____

Fax: _____

Fax: _____

E-mail: _____

E-mail: _____

[Document must be signed by Debtor(s) or by Debtor(s)' counsel or both. Electronic signatures may be submitted. Movant must retain copies of the original signatures.]

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

In re:

§
§

Case No.
(Chapter 13)

CHAPTER 13
AGREED ORDER CONDITIONING AUTOMATIC STAY (VEHICLE)
(This order resolves docket # _____)

1. This Order concerns the note that is secured by the Debtor(s)' vehicle and that is held, directly or in its capacity as agent for holder, by _____ "Movant". The vehicle is [vehicle description] (the "Property"). Notices sent pursuant to this Order must be sent to _____ (if to Movant) and to _____ (if to Debtor).

2. *By signing below, the Debtor(s) represent to the Court that the Debtor(s):*

A. *If they are a salaried or wage employee, are currently operating under a wage order or have submitted all information to the chapter 13 trustee for the presentation of a wage order to the Court.*

B. *If they are not a salaried or wage employee, are currently operating under an automated clearinghouse order or have submitted all information to the chapter 13 trustee for the presentation of an automated clearinghouse order to the Court.*

3. The parties stipulate that unpaid amounts due post-petition total \$_____ and that Movant should be awarded attorneys fees and costs in the amount of \$_____ (not to exceed the lesser of \$650.00 or the amount of equity in the vehicle), for a total post-petition amount owed of \$_____ (this total is referred to as the Delinquent Payment Amount). The Delinquent Payment Amount will be reduced by any payments previously made by the Debtor(s) that have not been properly credited by Movant. Proof of any such payments must be provided to Movant within 30 days of the date of entry of this Order. Within _____¹ days of entry of this Order, the Debtor(s) must either (i) pay the Movant the Delinquent Payment Amount; or (ii) file a proposed modification of any confirmed plan or must amend any proposed plan to include the Delinquent Payment Amount, with interest at an annual rate of _____%; provided, that if no amount is due, no modification must be filed. If the Debtors are required to file a modification or pay the Delinquent Payment Amount and fail to do either, it is a Final Default under this Order. At the hearing on modification of the plan, the Debtors must be current on all payments to the chapter 13 trustee pursuant to the terms of the proposed modification. If the Debtors are not current, it is a Final Default under this Order.

4. The Debtor(s) must:

A. Timely make all regular payments concerning the Property, beginning with the next regular payment due on _____. Regular payments must be made directly to the Movant (addressed to: _____) or through the Chapter 13 Trustee, depending on the plan confirmed or proposed in this case.

B. Maintain insurance on the property and provide continuous proof of insurance to the holder of the note.

C. Make all payments due to the chapter 13 trustee after the date of this Order, with the amount of such payments being made in the amount required under the proposed modification.

¹ The number of days shown has been negotiated by the parties. The number of days must not exceed 60.

Form O-401

D. Within 10-14 days of entry of this Order, provide Movant with a certificate of insurance on the vehicle.²

5. If the Debtor(s) fail to comply with paragraph 4 of this Order or make a payment by insufficient check, the Movant must give the Debtor(s) and Debtor(s)' counsel written notice by regular and by certified mail. If the Debtor(s) fail to comply within 10-14 days of the date that notice was sent, it is a Final Default under this Order. Movant is only required to send two notices of default under this order. If there is a third failure to comply with paragraph 4, it is a Final Default and no further notice of an opportunity to cure must be given.

6. The automatic stay remains in effect until (i) there is a Final Default under this order; (ii) this case is dismissed; or (iii) the Debtor(s) receive their bankruptcy discharge. If the stay terminates because there is a Final Default, the Movant must file a notice of termination of the automatic stay. The Debtor may challenge any notice of termination by filing a motion to set aside the notice of termination. The motion must be filed within 10-14 days of the filing of the notice of termination. Pending consideration of the motion by the Court, the Movant may repossess the Property but may not consummate a sale of the Property; provided, any repossession undertaken as a consequence of an erroneous Notice of Termination may subject Movant to damages. Any co-debtor stay terminates at the time that the automatic stay terminates.

7. If the Court denies approval of a modification proposed by the Debtor(s), the Court will reconsider Movant's requested relief from the stay. In such an event, Movant should calendar the reconsideration for a hearing on a § 362 hearing day after the expiration of 10-14 days from the date on which approval of the proposed modification is denied.

SO ORDERED:

ReservedForJudgeSignature

AGREED AND ENTRY REQUESTED:

Debtor

Joint Debtor

Debtor(s)' counsel signature

Movant's counsel signature

Name: _____

Name: _____

State Bar No.: _____

State Bar No.: _____

S.D. Tex. Bar No.: _____

S.D. Tex. Bar No.: _____

Address: _____

Address: _____

Telephone: _____

Telephone: _____

Fax: _____

Fax: _____

E-mail: _____

E-mail: _____

² Subparagraph 4D is optional and should be included only if agreed by the parties.

Form O-401

[Document must be signed by Debtor(s) or by Debtor(s)' counsel or both. Electronic signatures may be submitted. Movant must retain copies of the original signatures.]

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

In re:

§
§

Case No.
(Chapter 13)

CHAPTER 13
AGREED ORDER CONDITIONING AUTOMATIC STAY (VEHICLE INSURANCE)
(This order resolves docket # _____)

1. This Order concerns the note that is secured by the Debtor(s)' vehicle and that is held, directly or in its capacity as agent for holder, by _____ "Movant". The vehicle is [vehicle description] (the "Property"). Notices sent pursuant to this Order must be sent to _____ (if to Movant) and to _____ (if to Debtor).

2. *By signing below, the Debtor(s) represent to the Court that the Debtor(s):*

A. *If they are a salaried or wage employee, are currently operating under a wage order or have submitted all information to the chapter 13 trustee for the presentation of a wage order to the Court.*

B. *If they are not a salaried or wage employee, are currently operating under an automated clearinghouse order or have submitted all information to the chapter 13 trustee for the presentation of an automated clearinghouse order to the Court.*

3. The Debtor(s) must:

A. Timely make all regular payments concerning the Property, beginning with the next regular payment due on _____. Regular payments must be made directly to the Movant (addressed to: _____) or through the Chapter 13 Trustee, depending on the plan confirmed or proposed in this case.

B. Within ~~10~~14 days of entry of this Order, provide Movant with a certificate of insurance on the vehicle and thereafter maintain insurance on the property and provide continuous proof of insurance to the holder of the note.

C. Make all payments due to the chapter 13 trustee after the date of this Order, with the amount of such payments being made in the amount required under the proposed modification.

4. If the Debtor(s) fail to comply with paragraph 3 of this Order or make a payment by insufficient check, the Movant must give the Debtor(s) and Debtor(s)' counsel written notice by regular and by certified mail. If the Debtor(s) fail to comply within ~~10~~14 days of the date that notice was sent, it is a Final Default under this Order. Movant is only required to send two notices of default under this order. If there is a third failure to comply with paragraph 3, it is a Final Default and no further notice of an opportunity to cure must be given.

Form O-402

5. The automatic stay remains in effect until (i) there is a Final Default under this order; (ii) this case is dismissed; or (iii) the Debtor(s) receive their bankruptcy discharge. If the stay terminates because there is a Final Default, the Movant must file a notice of termination of the automatic stay. The Debtor may challenge any notice of termination by filing a motion to set aside the notice of termination. The motion must be filed within ~~10~~14 days of the filing of the notice of termination. Pending consideration of the motion by the Court, the Movant may repossess the Property but may not consummate a sale of the Property; provided, any repossession undertaken as a consequence of an erroneous Notice of Termination may subject Movant to damages. Any co-debtor stay terminates at the time that the automatic stay terminates.

SO ORDERED:

ReservedForJudgeSignature

AGREED AND ENTRY REQUESTED:

Debtor

Joint Debtor

Debtor(s)' counsel signature

Movant's counsel signature

Name: _____

Name: _____

State Bar No.: _____

State Bar No.: _____

S.D. Tex. Bar No.: _____

S.D. Tex. Bar No.: _____

Address: _____

Address: _____

Telephone: _____

Telephone: _____

Fax: _____

Fax: _____

E-mail: _____

E-mail: _____

[Document must be signed by Debtor(s) or by Debtor(s)' counsel or both. Electronic signatures may be submitted. Movant must retain copies of the original signatures.]

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

In re:

§
§

Case No.
(Chapter 13)

CHAPTER 13
AGREED ORDER CONDITIONING AUTOMATIC STAY (HOME)
(For a Secured Obligation to a Homeowners Association or Similar Organizations)
(This Order resolves Docket # _____)

1. This Order concerns a security interest in the Debtor(s)' home and that is held, directly or in its capacity as agent for the holder, by _____, "Movant". The security interest secures the debtors' obligation to pay [describe]. The property that is the subject of this motion is [describe property, including street address and legal description.] (the "Property"). Notices sent pursuant to this Order must be sent to _____ (if to Movant) and to _____ (if to Debtor).

2. *By signing below, the Debtor(s) represent to the Court that the Debtor(s):*

A. If they are a salaried or wage employee, are currently operating under a wage order or have submitted all information to the chapter 13 trustee for the presentation of a wage order to the Court.

B. If they are not a salaried or wage employee, are currently operating under an automated clearinghouse order or have submitted all information to the chapter 13 trustee for the presentation of an automated clearinghouse order to the Court.

3. The parties stipulate that unpaid amounts due post-petition total \$_____ and that Movant should be awarded attorneys fees and costs in the amount of \$_____ (not to exceed \$650.00), for a total post-petition amount owed of \$_____ (this total is referred to as the Delinquent Payment Amount. The Delinquent Payment Amount will be reduced by any payments previously made by the Debtor(s) that have not been properly credited by Movant. Proof of any such payments must be provided to Movant within 30 days of the date of entry of this Order. Within _____¹ days after entry of this Order, the Debtor(s) must either (i) pay the Delinquent Payment Amount; or (ii) file a proposed modification of any confirmed plan or must amend any proposed plan to include the Delinquent Payment Amount, with interest at an annual rate of _____%; provided, that if no amount is due, no modification must be filed. If the Debtors are required to file a modification or pay the Delinquent Payment Amount and fail to do either, it is a Final Default under this Order. At the hearing on modification of the plan, the Debtors must be current on all payments to the chapter 13 trustee pursuant to the terms of the proposed modification. If the Debtors are not current, it is a Final Default under this Order.

4. The Debtor(s) must:

A. Timely make all regular payments concerning the Property that come due after entry of this Order, including all payments of principal, interest and escrows, beginning with the next regular payment due on _____.

¹ The number of days shown has been negotiated by the parties. The number of days must not exceed 60.

Form O-403

B. Maintain insurance and pay all ad valorem taxes on the property and provide continuous proof of insurance and payment of ad valorem taxes to the holder of the note. This provision does not apply to escrowed taxes and insurance, payment of which is governed by paragraph 4A.

C. Timely make all post-petition payments which are secured by the Property and which are required to be made to any community or homeowners association or pursuant to any condominium or townhome declaration, beginning with the next payment due on _____.

D. Make payments due to Movant directly to the Movant (addressed to: _____) or through the Chapter 13 Trustee, depending on the plan confirmed or proposed in this case.

E. Make all payments due to the chapter 13 trustee after the date of this Order, with the amount of such payments being made in the amount required under the proposed modification.

5. If the Debtor(s) fail to comply with paragraph 4 of this Order or make a payment by insufficient check, the Movant must give the Debtor(s) and Debtor(s)' counsel written notice by regular and by certified mail. If the Debtor(s) fail to comply within ~~10-14~~ days of the date that notice was sent, it is a Final Default under this Order. Movant is only required to send two notices of default under this order. If there is a third failure to comply with paragraph 4, it is a Final Default and no further notice of an opportunity to cure must be given.

6. The automatic stay remains in effect until (i) there is a Final Default under this order; (ii) this case is dismissed; or (iii) the Debtor(s) receive their bankruptcy discharge. If the stay terminates because there is a Final Default, the Movant must file a notice of termination of the automatic stay. The Debtor may challenge any notice of termination by filing a motion to set aside the notice of termination. The motion must be filed within ~~10-14~~ days of the filing of the notice of termination. Pending consideration of the motion by the Court, the Movant may proceed with all actions preparatory to foreclosure, but may not consummate a foreclosure of the Property. Any co-debtor stay terminates at the time that the automatic stay terminates.

7. If the Court denies approval of a modification proposed by the Debtor(s), the Court will reconsider Movant's requested relief from the stay. In such an event, Movant should calendar the reconsideration for a hearing on a § 362 hearing day after the expiration of ~~10-14~~ days from the date on which approval of the proposed modification is denied.

SO ORDERED:

ReservedForJudgeSignature

Form O-403

AGREED AND ENTRY REQUESTED:

Debtor

Joint Debtor

Debtor(s)' counsel signature

Movant's counsel signature

Name: _____

Name: _____

State Bar No.: _____

State Bar No.: _____

S.D. Tex. Bar No.: _____

S.D. Tex. Bar No.: _____

Address: _____

Address: _____

Telephone: _____

Telephone: _____

Fax: _____

Fax: _____

E-mail: _____

E-mail: _____

[Document must be signed by Debtor(s) or by Debtor(s)' counsel or both. Electronic signatures may be submitted. Movant must retain copies of the original signatures.]

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

In re:

§
§

Case No.
(Chapter 7)

CHAPTER 7

AGREED ORDER CONDITIONING AUTOMATIC STAY
(This Order Resolves Docket # ____)

1. This Order concerns the obligation that is secured by a security interest in the Debtor(s)' property and that is held, directly or as agent for holder, by _____ ("Movant"). The property is [describe property. If real property, include street address and legal description.] (the "Property"). Notices sent pursuant to this Order must be sent to _____ (if to Movant) and to _____ (if to Debtor).

2. The parties have stipulated that unpaid amounts due prepetition total \$_____ and that unpaid amounts due post-petition total \$_____ and that Movant should be awarded attorneys fees and costs in the amount of \$_____ (not to exceed the lesser of \$650.00 or the amount of equity in the property), for a total past due amount owed of \$_____.

3. The Debtors must:

A. Timely make all regular payments to the Movant (addressed to: _____) including all payments of principal, interest and escrows, with the next regular payment due on _____.

B. If the Property is a vehicle, maintain insurance on the property and provide continuous proof of insurance to the holder of the note. If the property is real property, maintain insurance, pay all post-petition homeowners association and community improvement association fees that are secured by the real property, pay any post-petition amounts that come due under any townhome or condominium declaration, pay all post-petition ad valorem taxes on the property and provide continuous proof of insurance and payment of post-petition ad valorem taxes to the holder of the note. This provision does not apply to escrowed taxes and insurance.

C. Make additional monthly payments of \$_____ per _____ to the Movant as adequate protection payments.

4. The automatic stay remains in effect until the earlier of (i) a default under this Order; (ii) the dismissal of this case; or (iii) if the property is exempt property, the time a discharge is granted or denied in this case.

5. If the Debtor(s) fail to comply with paragraph 3 of this Order or make a payment by insufficient check, the Movant must give the Debtor(s) and Debtor(s)' counsel written notice by regular and by certified mail. If the Debtor(s) fail to comply within ~~10-14~~ days of the date that notice was sent, it is a default under this order. Movant is only required to send one notice of default under this order. If there is a second failure to comply with paragraph 3, the failure constitutes a default and no further notice of an opportunity to cure must be given. If the stay terminates because there is a default, the Movant must file a notice of termination of the automatic stay. The Debtor may challenge any notice of termination by filing a motion to set aside the notice of termination. The motion must be filed within ~~10-14~~ days of the filing of the notice of termination. Pending consideration of the motion by the Court, the Movant may (i) repossess any Property that is personal property, but may not consummate a sale of the Property; provided, any repossession undertaken as a consequence of an erroneous Notice of Termination may subject Movant to damages; and (ii) proceed with all actions preparatory to foreclosure, but may not consummate a foreclosure of Property that is real property. Any co-debtor stay terminates at the time that the automatic stay terminates.

Form O-404

6. This order neither (i) constitutes a reaffirmation agreement under § 524 of the Bankruptcy Code; nor (ii) extends the automatic stay beyond its statutory term.

7. If the property that is the subject of this order is not exempt property, the Chapter 7 Trustee is bound by the terms of this Order only if the Chapter 7 Trustee signs below.

SO ORDERED:

ReservedForJudgeSignature

AGREED AND ENTRY REQUESTED:

Debtor

Joint Debtor

Debtor(s)' counsel signature
Name: _____
State Bar No.: _____
S.D. Tex. Bar No.: _____
Address: _____

Movant's counsel signature
Name: _____
State Bar No.: _____
S.D. Tex. Bar No.: _____
Address: _____

Telephone: _____
Fax: _____
E-mail: _____

Telephone: _____
Fax: _____
E-mail: _____

[Document must be signed by Debtor(s) or by Debtor(s)' counsel or both. Electronic signatures may be submitted. Movant must retain copies of the original signatures.]