



IT IS ORDERED as set forth below:

Date: June 25, 2026

**Jonathan W. Jordan
U.S. Bankruptcy Court Judge**

**IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

IN RE:

**AIBH GROUP, INC. d/b/a SUPERIORPRO,

Debtor.**

**AIBH GROUP, INC. d/b/a SUPERIORPRO,

Movant,**

v.

**UNITED STATES SMALL BUSINESS
ADMINISTRATION, CT CORPORATION
SYSTEM, as representative, CORPORATE
SERVICE COMPANY as representative,
ITRIA VENTURES, and HEADWAY
CAPITAL,**

Respondents.

**CHAPTER 11
SUBCHAPTER V**

CASE NO. 26-57250-JWJ

CONTESTED MATTER

**FINAL ORDER GRANTING DEBTOR'S MOTION REQUESTING
AUTHORIZATION TO USE CASH COLLATERAL SUBJECT TO OBJECTION**

THIS MATTER came before the Court for a final hearing on June 23, 2026, at 10:00 A.M. (the "Hearing") on the Debtor's *Motion Requesting Order Authorizing the Use of Cash Collateral* filed on

June 1, 2026 (Docket No. 3) (the “Motion”). At the Hearing, Mark D. Gensburg appeared on behalf of Debtor. Brandon Hutton appeared as Debtor’s representative. Lindsay P. Kolba appeared on behalf of the United States Trustee. Tanara M. Ogier appeared as Subchapter V Trustee. Jonathan S. Adams appeared on behalf of the U.S. Small Business Administration. Beth E. Rogers appeared on behalf of Itria Ventures. Taylor King appeared on behalf of Ameris Bank.

The Court, having considered the Motion filed by Debtor and the supplemental budget (the “Budget”) attached to the *Notice of Filing of Supplemental Cash Collateral Budget* (Docket No. 36) as **Exhibit “A”**, filed on June 23, 2026, the presentation of counsel at the Hearing and all other matters of record, finds as follows:

A. On June 1, 2026 (the “Petition Date”), Debtor filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Northern District of Georgia, Atlanta Division, commencing this Bankruptcy Case (the “Case”).

B. As of the Petition Date, the Debtor had \$83,605.44 in cash-on-hand and a cumulative receivable balance of \$47,631.00.

C. Since the Petition Date, Debtor has operated as a debtor-in-possession under Section 1184 of the Bankruptcy Code.

D. On June 3, 2026, the Court held an expedited hearing on the Motion. The same day, the Court entered an *Interim Order Granting Debtor’s Motion Requesting Authorization to Use Cash Collateral and Scheduling Continued Cash Collateral Hearing* (Docket No. 14), which authorized the Debtor to use its cash collateral, as defined by 11 U.S.C. § 363 (“Cash Collateral”), on an interim basis and scheduled the final Hearing on the Motion.

E. Debtor is a Georgia corporation registered to do business in Georgia.

F. Debtor is a Georgia corporation formed in 2006 and registered to do business in Georgia. Debtor is an exterior home improvement company. More specifically, Debtor specializes in

siding installation, window and door replacements, roofing, gutters, and exterior painting (the “Business”).

G. The United States Small Business Administration (the “SBA”), CT Corporation System, as representative, Corporate Service Company, as representative, Itria Ventures, and any other party who may hold an interest in Cash Collateral (“Respondents”) may assert interests in Debtor’s Cash Collateral as detailed in the Motion.

H. Debtor asserts that based upon a review of records and financing statements, it does not appear that any other party asserts an interest in Debtor’s Cash Collateral.¹

I. Debtor shows that it requires the use of Cash Collateral to pay its operating expenses.

J. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This case is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Sufficient notice has been given under the circumstances in order to avoid irreparable harm to the Debtor’s estate.

K. The SBA asserts it is a secured creditor of the Debtor pursuant to the following: (i) the SBA asserts it is a party to a U.S. Small Business Administration note dated September 14, 2020 in the original principal amount of \$150,000.00, naming SuperiorPRO, LLC as the borrower and the SBA as the lender (the “SBA Note”), (ii) the SBA asserts the SBA Note provides for monthly payments of \$731.00 for thirty (30) years, (iii) the U.S. Small Business Administration Security Agreement (the “SBA Security Agreement”) and UCC financing statements filed on September 28, 2020 at filed number 038-2020-088373 in the lien records of Coweta County and UCC continuation statement dated

¹ Other entities may hold a security agreement regarding Debtor’s Cash Collateral, but Debtor was not able to locate a filed financing statement regarding the same. Upon information and belief, CT Corporation System and Corporate Service Company are acting as representatives for other entities. Specifically, Debtor understands Corporate Service Company’s UCC Financing Statements are filed as an agent of Itria Ventures. Debtor understands that Headway Capital has not filed a pre-petition Financing Statement.

July 31, 2025 at file number 038-2025-058523 (the “SBA UCC”). The SBA asserts a first priority lien on the Debtor’s assets, including Cash Collateral.

L. Itria asserts it is a secured creditor of Debtor pursuant to the following: (i) Itria asserts it is a party to that certain Receivables Sale Agreement with SuperiorPRO, LLC, Superior Pro, L.L.C., AIBH Group, Inc., Superior Pro Services, Inc., and Brandon Douglas Hutton, as Guarantor (the “Receivables Agreement”), (ii) Itria asserts that the Receivables Agreement reflects, among other things, a Purchase Price of \$450,000.00, an Amount Sold of \$576,000.00, a Purchased Percentage of 6.04%, a Periodic Amount of \$8,228.57 to be remitted every week, and fees of \$9,500.00, and (iii) Itria asserts that pursuant to the Receivables Agreement and its UCC statements, Itria holds a security interest in all of Debtor’s present and future accounts, chattel paper, deposit accounts, documents, personal property, general intangibles, instruments, equipment (including assets and fixtures), inventory and proceeds, each as defined in Article 9 of the Uniform Commercial Code, whether now or hereafter owned or acquired by Debtor and wherever located, and all proceeds of any such property (the “Collateral”).

For the reasons stated on the record, and the Court being otherwise informed, it is hereby **ORDERED** that:

1. The aforesaid findings, enumerated in paragraphs A through L above, are hereby incorporated into this Order as if fully set forth herein.

2. Definitions. As used herein:

- a. the term "**Cash Collateral Period**" shall mean the period commencing on the date of entry of this Order and ending on the earlier of the following dates or events: the appointment of a Chapter 11 Trustee (excluding the Subchapter V Trustee); (ii) the conversion of this Bankruptcy Case to a case under Chapter 7 of the Bankruptcy Code; (iii) the occurrence of a default hereunder which remains uncured as provided herein;

(iv) the entry of an order dismissing the Bankruptcy Case and such Order becoming effective pursuant to its terms; or (vi) further order of this Bankruptcy Court;

- b. the term "**Cash Collateral**" shall have the meaning ascribed to the same in 11 U.S.C. § 363(a);
- c. the term "**Permitted Purposes**" shall mean use by the Debtor of Cash Collateral to pay expenses in compliance with the Budget.

3. Procedures for Use of Cash Collateral. During the Cash Collateral Period, the Debtor is authorized to use Cash Collateral for the Permitted Purposes. The Debtor shall open and maintain debtor in possession checking accounts ("DIP Accounts") as required by the United States Trustee's Operating Requirements for Chapter 11 debtors in possession. The Debtor shall deposit all Cash Collateral into its DIP Accounts or other accounts as may be specifically authorized by the Court pursuant to Court Order. The Debtor shall pay its authorized post-petition expenses from the DIP Accounts as permitted herein or such other accounts as may be specifically authorized by the Court pursuant to Court Order. Debtor is authorized to utilize its pre-petition bank accounts until such time as Debtor is able to open a DIP Account or convert its pre-petition accounts to DIP Accounts.

4. Permitted Variances. The Debtor may not exceed the Budget for any given line item by more than fifteen (15%) percent of the aggregate amount budgeted aggregate expenses per month (the "Permitted Variance") without either (i) the consent of the United States Trustee, the SBA, and Itria, or (ii) further Order of the Bankruptcy Court as provided below provided, however, any budgeted line item amount for the relevant period that is not spent during that period may be carried over and spent in the next succeeding period. The Debtor is also authorized to pay taxes, insurance, , and the actual utility charges and deposits as may be required under Section 366(b) of the Bankruptcy Code or other amounts as authorized by the Court after notice to Respondents. Debtor is authorized to pay the amount actually earned, due, and owing for sales commissions in accordance with Debtor's current standard commission structure if a sales increase causes the commissions to be paid to exceed the

budgeted amount. In the event that the Debtor requires approval for expenditures which exceed the amounts authorized in this Order and the Budget in excess of the Permitted Variance, the Debtor shall request such approval by written request to the United States Trustee, the SBA, Itria and their counsel of record in this bankruptcy case if they have one. Said parties shall have ten (10) business days in which to respond to Debtor's request by serving written notice to the Debtor and the Debtor's counsel of record. Should said parties fail to respond to the Debtor's request within ten (10) business days, the Debtor may treat such failure to respond as an acceptance to the expenditure(s) in excess of the budgeted amount plus the Permitted Variance for which permission was sought in the request. In the event any request to make an expenditure in excess of the amount in the Budget plus the Permitted Variance is rejected, then Debtor may not use Cash Collateral for such disapproved item without further order of the Bankruptcy Court after notice and an opportunity for hearing are given to the objecting party or parties.

5. Adequate Protection. Except as noted, Debtor shall provide the following adequate protection during the term of this Order:

- a. Replacement Liens. Pursuant to Bankruptcy Code 361 and 363(e), Respondents are granted a replacement lien in the Debtor's property of the kind and in priority as the Respondents' liens may have attached to the Debtor's property as of the Petition Date ("Replacement Liens") to secure against any diminution in value of any pre-petition Cash Collateral in which Respondents hold a valid, enforceable, and perfected security interest resulting from Debtor's use of Cash Collateral. Replacement Liens shall not attach to causes of action under Chapter 5 of the Bankruptcy Code. In accordance with 11 U.S.C. § 361(b)(1), the Replacement Liens shall attach to any inventory, equipment, accounts receivable, other assets and their proceeds acquired by Debtor post-petition

to the extent that Respondents had liens on those categories of assets as of the Petition Date.

6. Continued Operation and Maintenance of Debtor's Business. Debtor shall continue to operate and maintain its business and properties in accordance with this Order.

7. Payment of Post-Petition Property Taxes. Debtor shall pay when due post-petition property taxes, if any, with respect to the Debtors' properties securing Respondents' secured claims.

8. Payment of Property Insurance. Debtor shall maintain property insurance, if any is required, on Debtor's properties collateralizing Respondents' secured claims.

9. Adequate Protection Payments. Debtor shall make adequate protection payments, if any, in the amounts set forth on the Budget no later than the 28th day of each month that the Budget contemplates an adequate protection payment, which shall be applied in reduction of any secured claim owed by Debtor on the applicable loans. Nothing in this Order shall be construed as preventing Respondents from seeking the relief provided by 11 U.S.C. § 507(b) and proving that there has been a failure of adequate protection, notwithstanding the adequate protection provisions of this Order.

10. Cash Collateral Subject to Lenders' Liens. All Cash Collateral shall remain subject to the respective liens and claims of the Respondents under this Order to the same validity and priority that they held as of the Petition Date without the necessity of the execution, filing, or recording of any financing statements, security agreements, or other documents.

11. Termination of Authority to Use Cash Collateral. After the expiration of the Cash Collateral Period, the Debtors shall forthwith cease to use any Cash Collateral except to the extent otherwise expressly authorized by the United States Trustee and the Respondents in writing or allowed by order of the Court after notice and a hearing.

12. Default.

- a. Debtor shall be in default upon the occurrence or existence of any one or more of the following events or conditions after notice and opportunity to cure as set forth herein:
 - (i) dismissal of this bankruptcy case or conversion to a Chapter 7 case; (ii) appointment of a trustee or examiner with expanded powers in this case, excluding the existing appointment of the Subchapter V Trustee; (iii) Debtor's failure to comply with any of the terms of this Order; (iv) post-petition taxes or insurance on any of the Debtor's properties or collateral securing the Respondents' liens are not paid when due or are not adequately insured; (iv) Debtor incurs post-petition indebtedness and does not pay same as and when due,; (v) use of Cash Collateral for any purposes not authorized herein or in excess of any budgeted amount except as otherwise provided in this Order; (vi) failure to timely pay any Adequate Protection Payments; (vii) failure to maintain adequate insurance on any Collateral; (viii) failure to maintain and protect the Collateral; (ix) failure to pay post-petition payroll taxes on a current and timely basis; (x) failure to stay in business and operating its business as a going concern; (xi) failure to timely provide any reports required in this Order; or (xii) the appointment of a trustee or an examiner with expanded powers in this case. (each a "Default Event");
- b. Upon the occurrence of a Default Event, Respondents shall provide written notice of the default to Debtor's counsel and Debtor and provide Debtor ten (10) days from the date of written notification to cure the Default Event. In the event the Default Event is not cured within the ten (10) day period, Respondent may file an affidavit of default with the Court, and the Debtor shall have ten (10) days to file an affidavit disputing that (i) the fact that the event of default has not occurred; or (ii) the fact that the Default Event has been timely cured. If Debtor does not file a timely affidavit disputing the Default Event, the Debtor shall be prohibited from using Cash Collateral until further

order of the Court, if any, and the Court may enter an order prohibiting further use of cash collateral. Further, Respondent may seek relief from stay on an expedited basis. Notwithstanding the occurrence of a Default Event or anything herein to the contrary, all of the rights, remedies, benefits, and protections provided to Respondents under this Order shall survive.

13. Reservations as to Liens and Claim Amounts. Nothing in this Order shall constitute or be construed as a determination regarding the priority or perfection of any party's prepetition security interest(s) in property of the Debtor. Nothing in this Order shall constitute or be construed to waive any right, defense, claim, interest, use or otherwise prejudice the Debtor or Respondents. Nothing contained in this Order shall be deemed to constitute a finding with respect to the adequacy of the protection of the interests of Respondents in their collateral or a waiver by the Respondents of their right to seek other or additional relief from the Court, including, without limitation, the right to seek additional protection, to move for relief from the automatic stay, to seek a dismissal or conversion of this Chapter 11 case, or to seek the appointment of a trustee or examiner. Respondents do not consent to any charge, lien, assessment or claim against its Collateral under 11 U.S.C. § 506(c) or otherwise and no such consent shall be implied from any other action, inaction, or acquiescence by Respondents. Respondents shall be entitled to seek relief under 11 U.S.C. § 507(b) and all related provisions of the Bankruptcy Code should there be a failure of adequate protection, notwithstanding this Order's adequate protection provisions; provided, however, that Respondents shall not be entitled to such priority over any recoveries from proceeds under Chapter 5 avoidance actions. Respondents' reserve the right to seek an order terminating the use of Cash Collateral on an expedited basis if the adequate protection herein proves insufficient to protect their interest in Cash Collateral.

14. Subject to Objection. This order shall be effective, subject to objection, from any party-in-interest in Cash Collateral that did not receive a copy of the Budget prior to the Hearing. Such party shall be entitled to file an objection to Debtor's use of Cash Collateral on or before twenty-one (21)

days following the entry of this Order. If an objection is timely filed, the Court shall set a further hearing on the Motion. If no objection is timely filed, this Order shall be considered a final order on the Motion. Debtor shall be authorized to use Cash Collateral pursuant to the terms of this Order through and until such time as a hearing has been held with respect to all timely-filed objections to Debtor's use of Cash Collateral, if any.

15. All parties owing accounts receivables or debts under a contract or invoice with Debtor shall pay such amounts to Debtor, notwithstanding any notice or demand sent by a creditor of Debtor or other person or entity claiming to be entitled to such funds.

16. Notwithstanding anything to the contrary within Bankruptcy Rule 4001(b)(2) or any other rule of similar import, this Order shall be effective immediately upon its entry.

17. Counsel for Debtor is directed to serve a copy of this Order upon the U.S. Trustee, Respondents to the Motion, and all creditors and parties in interest within three days of entry of this Order and to file a certificate of such service within three days of mailing.

[END OF ORDER]

Prepared and Presented by:

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