

**UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF ALABAMA  
SOUTHERN DIVISION**

<b>IN RE:</b>	)	
	)	
<b>ALABAMA AUTO TOP SPECIALISTS,</b>	)	<b>CASE NO. 26-00436-TOM11</b>
<b>INC.,</b>	)	<b>CHAPTER 11</b>
	)	
	)	
<b>DEBTOR.</b>	)	

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**FINAL ORDER APPROVING DEBTOR’S MOTION FOR AUTHORIZATION  
TO USE CASH COLLATERAL AND TO PAY ADEQUATE PROTECTION**

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This matter came before the Court for hearing on the Debtor’s Motion for Authorization to Use Cash Collateral and to Pay Adequate Protection (the “Motion”) [Doc. 29]. The Court notes the Motion was brought pursuant to 11 U.S.C. § 363(c)(2) and Bankruptcy Rule 4001(b). Appearances as noted in the record.

The Debtor commenced a Voluntary Petition under Chapter 11 on the 5th day of February, 2026 (the “Petition Date”). The Debtor has since been operating as a Debtor-in-Possession pursuant to 11 U.S.C. §§ 1107(a) and 1108. The Debtor asked, by its Motion, for authority to use cash collateral, specifically cash and proceeds (collectively, “Cash Collateral”), all of which is pledged by Debtor to the U.S. Treasury, Small Business Administration (hereinafter, “SBA”), as security for certain indebtedness owed by Debtor to SBA.

The Debtor is indebted to SBA as of the Petition Date pursuant to a Secured Disaster Loan Note (“Note”) in the original principal amount of \$150,000.00 executed effective as of May 22, 2020. The security for said Note is, *inter alia*, inventory, accounts, and general intangibles, as evidenced by the Security Agreement securing the Note, as well as proceeds from such personalty, owned by the Debtor, evidenced by the Security Agreement. Such proceeds constitute Cash Collateral of the SBA under 11 U.S.C. § 363.

Based upon the pleadings of record, the arguments and representations of counsel, all other matters brought before the Court, and for good cause shown, the Court finds, determines and concludes that the Debtor's use of SBA's Cash Collateral on a regular basis, subject to the terms and conditions of this Order, is necessary to prevent immediate and irreparable harm to the Debtor's estate. The Court further finds, determines, and concludes that, pursuant to §§ 361 and 363 of the Bankruptcy Code, and Bankruptcy Rule 4001, the uses of Cash Collateral described in the Motion are approved. The Court further notes that SBA consents to the entry of this Order and to Debtor's continuing use of Cash Collateral.

The Debtor specifically stipulates and agrees, for the purpose of this Order and otherwise, that on the Petition Date the Debtor was indebted to SBA under the Note and as set forth in the Proof of Claim filed by SBA [Claim #1] and that such debt is due and payable, that such debt is not the subject of any claims or defenses, and is due without offset, dispute, or counterclaim of any kind, and that SBA is secured by, *inter alia*, inventory, accounts and general intangibles, as well as proceeds from such property.

**WHEREFORE**, upon the following findings of fact and conclusions of law, it is hereby **ORDERED, ADJUDGED AND DECREED** that, subject to the terms of this Order, the Motion is **GRANTED**; and it is further

**ORDERED, ADJUDGED AND DECREED** that the Debtor is authorized, from the date of this Order and until further order or dismissal or conversion of Debtor's case, to use SBA's Cash Collateral to pay necessary, ordinary and reasonable post-petition operating expenses to include utility bills, payroll, payroll taxes, insurance, post-petition vendors, bankruptcy court quarterly fees, normal and reasonable Chapter 11 counsel fees, and other necessary operating expenses; and it is further

**ORDERED, ADJUDGED AND DECREED** that, should the Debtor in any way fail to comply with the terms of this Order, or should SBA deem itself not adequately protected, SBA may file a motion for an immediate hearing and order to terminate this Order; and it is further

**ORDERED, ADJUDGED AND DECREED** that the Debtor is authorized to use Cash Collateral in accordance with budgets attached to Debtor's Motion as profit & loss statements and on the terms and conditions in the Motion, as may be modified by the terms of this Order; and it is further

**ORDERED, ADJUDGED AND DECREED** that as adequate protection, and on the terms and conditions set forth herein, SBA is hereby granted replacement liens upon the Debtor's future receivables, inventory, and equipment, and additional security as described in the Security Agreement, and all proceeds thereof, which shall include all monies generated in connection with the operation of the Debtor's business (whether such were generated pre-or post-petition); and it is further

**ORDERED, ADJUDGED AND DECREED** that as additional adequate protection, to the extent that the replacement liens and security interests granted to SBA herein are inadequate to assure the full payment of the adequate protection obligations, then the adequate protection obligations shall be afforded status as a super-priority administrative expense under 11 U.S.C. § 507(b), and shall at all times be senior to the rights of the Debtor, and any successor trustee in this or any subsequent proceeding under the Bankruptcy Code; and it is further

**ORDERED, ADJUDGED AND DECREED** that the replacement liens herein granted to SBA shall be deemed superior in priority to any other liens of any kind, and shall be deemed perfected without any further action by SBA, without need for any recordings of any type, effective *nunc pro tunc* as of the Petition Date; and it is further

**ORDERED, ADJUDGED AND DECREED** that, as additional adequate protection, the Debtor shall resume and continue to make payments to SBA in the amount of \$731.00 per month by normal and customary payment processes, to be made no later than the final day of each month in which such payments are due beginning with the next payment date from the date of this Order; and it is further

**ORDERED, ADJUDGED AND DECREED** that the automatic stay provisions of 11 U.S.C. § 362 shall remain in full force and effect with respect to the Cash Collateral, and SBA shall not take any action with respect to the Cash Collateral unless and until otherwise authorized by separate order of this Court; and it is further

**ORDERED, ADJUDGE AND DECREED** that, other than as specifically authorized by separate orders of this Court, nothing herein shall provide authority for the Debtor to use Cash Collateral to pay or otherwise satisfy any claims (as defined in 11 U.S.C. § 101(5)) arising prior to the Petition Date. Accordingly, it is **HEREBY**,

**DONE AND ORDERED** this 20<sup>th</sup> day of March, 2026.

/s/ Tamara O. Mitchell  
TAMARA O. MITCHELL  
United States Bankruptcy Judge

**Consented to by:**

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