UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ALABAMA
NORTHERN DIVISION

In re:	*	
ANCHOR SOUTH TRANSPORT, LLC	*	**Case no. 26-81684-CRJ**
EIN: **-*2060**	*	
Debtor	*	**Chapter 11**

INTERIM ORDER AUTHORIZING USE OF CASH COLLATERAL AND NOTICE OF FINAL HEARING

THIS MATTER came before the Court on August 3, 2026 for an emergency interim hearing on the Motion by Anchor South Transport, LLC, Debtor and Debtor-in-Possession ("Debtor") for Emergency Authorization to Use Cash Collateral ("Cash Collateral Motion") (doc. #7). Due notice of the hearing on the Cash Collateral Motion was given by Debtor to (i) the Bankruptcy Administrator; (ii) all secured creditors including the U.S. Small Business Administration ("SBA"), Alabama Dept. of Revenue ("ADOR"), and Commercial Credit Group, Inc. ("CCG"); (iii) Debtor's 20 largest unsecured creditors; and (iv) those parties requesting notice. Notice of the Cash Collateral Motion has been given and has been served in accordance with § 102(1) of the Bankruptcy Code and Rule 4001 of the Federal Rules of Bankruptcy Procedure, which notice is appropriate in the particular circumstances and is sufficient for all purposes under the Bankruptcy Code and the applicable Bankruptcy Rules in respect to the relief requested in the Cash Collateral Motion.

After due deliberation and consideration of the Cash Collateral Motion and the evidence presented, there being no objections to the Cash Collateral Motion, and good and sufficient cause appearing therefor, the Court hereby **FINDS** as follows:

A. On July 28, 2026 ("Petition Date"), Debtor filed the above-referenced bankruptcy case ("Bankruptcy") seeking relief under Subchapter V of Chapter 11 of Title 11 of the U.S. Code, in this district and division.

B. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, and this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). The statutory predicates for the relief sought are §§ 105 and 363 of the Bankruptcy Code and Rules 2002, 4001 and 9014 of the Federal Rules of Bankruptcy Procedure ("Bankruptcy Rules"). Venue of this Chapter 11 case is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409. This Order shall constitute findings of fact and conclusions of law pursuant to Rule 7052 of the Bankruptcy Rules and be valid, binding on all parties in interest and fully effective *nunc pro tunc* to the Petition Date immediately upon entry by the Court. Notwithstanding Bankruptcy Rules 6004(h), 7062 or 9014 or any other Bankruptcy Rule, or Rule 62(a) of the Federal Rules of Civil Procedure, this Order shall be immediately effective and enforceable upon its entry and there shall be no stay of execution or of effectiveness of this Order.

C. Pre-petition Debtor obtained a loan from SBA on or about August 4, 2020. The current balance of that loan is approximately $157,960.03 (claim #1). This loan is secured by a security agreement granting SBA a lien on all tangible and intangible personal property owned by Debtor including its accounts receivable and deposit accounts. SBA has a first priority lien due to its UCC Financing Statement recorded on August 4, 2020.

D. Pre-petition Debtor became indebted to ADOR for withholding taxes for the quarter ended December 31, 2024 in the approximate amount of $1,082.45. The tax lien recorded on July 22, 2025 attaches to all property and rights to property owned by Debtor.

E. Pre-petition Debtor obtained a loan from Commercial Credit Group, Inc. on or about October 21, 2025. The current balance of the loan is approximately $272,790.43. This loan is secured by a security agreement granting CCG a lien on all tangible and intangible personal property owned by Debtor including its accounts receivable and deposit accounts, as well as three MACK trucks and two trailers. CCG has a third priority lien due to its UCC Financing Statement recorded on October 21, 2025.

F. Debtor has an immediate and critical need to use "cash collateral" as defined by § 363(a) of the Bankruptcy Code ("Cash Collateral") in order to preserve and maintain its business operations and assets as a going concern.

G. Based upon the evidence presented by Debtor at the hearing, the Court finds that the Debtor has met the requirements under § 363(c) of the Bankruptcy Code for the use of cash collateral.

IT IS THEREFORE ORDERED, ADJUDGED and DECREED as follows:

1. Debtor's Motion for use of Cash Collateral is **APPROVED** on an interim basis pursuant to 11 U.S.C. § 363(c). Accordingly, Debtor is authorized to use Cash Collateral in the ordinary course of business, subject to the below terms and conditions throughout the close of business on September 2, 2026 unless extended by a separate Court Order.

2. Debtor shall not use Cash Collateral in any manner or in any amount other than as authorized specifically by this Interim Order and in the amounts set forth in the budget attached hereto and incorporated herein by this reference as Exhibit "A" ("Budget").

3. It is further ordered that Debtor shall remit, without violation of this Order, to its counsel the sum of $900.00 per month for the purpose of paying the Subchapter V Trustee compensation, which funds are to be held in trust pending the filing of an

application for compensation and expenses by the Subchapter V Trustee or further orders from this Court.

4. Debtor will establish a Debtor-in-Possession bank account with a bank to be determined, which account complies with all applicable requirements of the Bankruptcy Administrator's Office for the Northern District of Alabama, designated in the following manner: "Anchor South Transport, LLC, Case Number 26-81684-CRJ11" ("DIP Account").

5. Debtor shall collect, deposit and maintain all Cash Collateral, whether received prior to, on or after the Petition Date in its DIP Account. Debtor must separately track and account for all Cash Collateral received by it so as to delineate it from any other monies Debtor may otherwise collect or receive that are not subject to the liens of SBA, ADOR and CCG; provided, however, that Debtor's receipt of such other funds shall be disclosed to the Court and SBA, ADOR and CCG as part of the Debtor's Bankruptcy Operating Reports filed monthly with the Court.

6. As adequate protection to SBA for use of the Cash Collateral, the SBA is granted pursuant to 11 U.S.C. §§ 361 and 363, solely to the extent of the Diminution in Value, valid, binding, enforceable, and perfected replacement liens upon and security interests in and upon its collateral owned by Debtor, including the Cash Collateral of Debtor generated from and after the commencement of this bankruptcy case, to the same extent, validity, priority and nature as SBA's liens and security interests therein are as of the Petition Date ("Replacement Liens"). The replacement lien granted to SBA is subordinate only to the Carveout as defined below.

7. As adequate protection to ADOR for use of the Cash Collateral, the ADOR is granted pursuant to 11 U.S.C. §§ 361 and 363, solely to the extent of the Diminution in Value, valid, binding, enforceable, and perfected replacement liens upon and security interests in and upon its collateral owned by Debtor, including the Cash Collateral of Debtor generated from and after the commencement of this bankruptcy case, to the same extent, validity, priority and nature as ADOR's liens and security interests therein are as of the Petition Date ("Replacement Liens"). The replacement lien granted to ADOR is subordinate to the replacement lien of SBA and the Carveout as defined below.

8. As adequate protection to CCG for use of the Cash Collateral, CCG is granted pursuant to 11 U.S.C. §§ 361 and 363, solely to the extent of the Diminution in Value, valid, binding, enforceable, and perfected replacement liens upon and security interests in and upon its collateral owned by Debtor, including the Cash Collateral of Debtor generated from and after the commencement of this bankruptcy case, to the same extent, validity, priority and nature as CCG's liens and security interests therein are as of the Petition Date ("Replacement Liens"). The replacement lien granted to CCG is subordinate to the replacement liens of SBA and ADOR, and the Carveout as defined below.

9. The continuing liens granted herein in connection with the use of Cash Collateral shall be valid and perfected without the need for the execution, filing or recording of any further documents or instruments, otherwise required to be executed or filed under non-bankruptcy law.

10. The Court's grant of adequate protection pursuant to this Order shall not preclude SBA, ADOR or CCG from seeking, in the event the adequate protection proves inadequate, an administrative expense claim pursuant to § 503(b), or, as necessary, § 507(b) of the Bankruptcy Code, for the value of all Cash Collateral expended by Debtor through this Order. Provided, however, that any such adequate protection priority claim shall be subordinate to the unpaid fees and expenses payable under §§ 330 and 331 of the Bankruptcy Code to Debtor's counsel for post-petition services as approved by the Court ("Carveout").

11. Subject to the terms and conditions of this Order, Debtor is hereby authorized to use Cash Collateral on an **interim** basis only to satisfy those actual expenses reasonable and necessary to the operation and maintenance of Debtor's business in accordance with the Budget. This Order shall not preclude Debtor from seeking as a further carveout to include allowed but unpaid fees and expenses payable under §§ 330 and 331 of the Bankruptcy Code to any professional persons retained by an order of this Court.

12. The provisions of the Interim Order and any actions taken pursuant hereto shall survive the entry of any order: (a) converting this bankruptcy case to a chapter 7 case; or (b) dismissing this bankruptcy case.

13. Notwithstanding the applicability of any Bankruptcy Rules, the terms and conditions of this Interim Order shall be immediately effective and enforceable upon its entry.

14. The Court shall retain jurisdiction over any and all matters arising from or related to the interpretation or implementation of the Interim Order.

15. A final hearing on the Motion is scheduled for **September 2, 2026** at **11:00 a.m**.. before the Honorable Clifton R. Jessup, Jr. at the **United States Courthouse, Courtroom I, 660 Gallatin St SW, Huntsville, AL 35801**.

Dated this the 5th day of August, 2026.

/s/ Clifton R. Jessup, Jr.
Clifton R. Jessup, Jr.
United States Bankruptcy Judge

Order prepared by
Tameria S. Driskill, counsel for Debtor

Approved by
Richard Blythe, Assistant US Bankruptcy Administrator
Kevin Heard, Subchapter V Trustee

Exhibit "A"

		MONTHLY
Gross Income		329,000.00
Net Employee Payroll		108,000.00
Memebers, Mary,		4000.00
Payroll Taxes		8,640
Taxes- Mary, Nick		640
unemployment taxes	15 employees, not counting members	375
Workers comp		5500
Other taxes		
Ifta Fuel taxes		85
Ky fuel taxes		25
2290 Heavy HWY use tax		750
Tags	Due in Nov. total is based on value of truck	
personal Property tax	office equipment/permanent trailer tags	100.00
Fuel		40000
Utilities		
Electric		350
Gas	15- during warm months/100 during winter	15.00
Water		70
Trash- republic services		150
Office Expenses		
Office supplies (Paper, tp, p		100
Printer maintance/toner		100
GPS & forward facing camre		2000
Spectrum Internet		160
Att phones		210
Repairs and Maintenance		10,000.00
	This could be tires 200-700 depends on steer or drive	
	New or retread	
	Parts- could be a $15 filter or a clutch of $2000.00	
Vehicle Expenses		45,000.00
Property Payment		1,617.00
Legal		900.00
Accounting		1500
Equipment Insurance		44,000
	This will adjust after the leased trucks are off our insurance and physical damage is added.	
Employee Benefits		
BCBS		7000
Globe Life		353
Colonial		30
Life Insurance		72
TOTAL EXPENSES		278,742.00
Difference		50,258.00