

IT IS ORDERED as set forth below:

Date: February 13, 2026



A handwritten signature in black ink, appearing to read "Lisa Ritchey Craig".

**Lisa Ritchey Craig
U.S. Bankruptcy Court Judge**

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

IN RE:

ROYAL HASS, LLC,

Debtor.

ROYAL HASS, LLC,

Movant,

v.

**CT CORPORATION SYSTEM, AS
REPRESENTATIVE, U.S. SMALL
BUSINESS ADMINISTRATION, SILO
TECHNOLOGIES INC. and J.P. MORGAN
CHASE BANK, N.A.,**

Respondents.

**CHAPTER 11
SUBCHAPTER V**

CASE NO. 26-51801-LRC

CONTESTED MATTER

**INTERIM ORDER GRANTING DEBTOR'S
MOTION REQUESTING AUTHORIZATION TO USE CASH
COLLATERAL AND SCHEDULING FINAL CASH COLLATERAL
HEARING ON THE DEBTOR'S REQUEST TO USE CASH COLLATERAL**

THIS MATTER came before the Court on February 12, 2026, at 8:30 A.M. on the Debtor's
Motion Requesting Order Authorizing the Use of Cash Collateral and Request for Expediting Hearing

filed on February 10, 2026 (the “Motion”). At the hearing, Mark D. Gensburg and Leslie M. Pineyro appeared on behalf of the Debtor. Alan Hinderleider appeared on behalf of the United States Trustee. Tamara M. Ogier appeared as the Subchapter V Trustee. The Court, having considered the Motion filed by the Debtor and the Budget attached thereto as Exhibit “A”, the presentation of counsel and all other matters of record, finds as follows:

A. On February 10, 2026 (the “Petition Date”), Debtor filed a voluntary petition for relief under Subchapter V of 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. Since the Petition Date, Debtor has operated as a debtor-in-possession under Sections 1184 of the Bankruptcy Code.

C. Debtor is a Georgia limited liability company.

D. Debtor imports and distributes produce, including, more specifically, avocados from Mexico and its headquarters are located at 5061 Kennedy Road, Forest Park, Georgia (the “Business”).

E. CT Corporation System, as representative, JP Morgan Chase Bank, N.A., the U.S. Small Business Administration, and Silo Technologies, Inc. (collectively, the “Respondents”) may assert an interest in Debtor’s Cash Collateral as detailed in the Motion.

F. 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.

G. Debtor shows that it requires the use of Cash Collateral to pay its labor force and its other operating expenses.

H. 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.

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 H above, are hereby incorporated into this Order as if fully set forth herein.

2. For as long as the Debtor faithfully performs its obligations under this Order and until 11:59 p.m. EDT on March 16, 2026; or as extended by the Court at the Final Cash Collateral Hearing (as defined herein) or consent of the parties, the Debtor shall have the right to use the Cash Collateral subject to the terms of this Order.

3. Debtor is authorized to use Cash Collateral generated from the Business and otherwise: (a) in accordance with the budget attached hereto as **Exhibit "A"**, which Debtor may modify by no more than fifteen percent (15%) and Debtor may carry over any unused budgeted amount; and (b) for other matters pursuant to orders entered by this Court after appropriate notice and hearing, except further provided that Debtor may pay the actual amount owed or deposit required to any utility, taxing authority, or insurance company.

4. Pursuant to 11 U.S.C. §361(2), Respondents shall be granted replacement liens in Debtor's assets of the same type as Respondent's pre-petition collateral to the extent that Debtor's use of the Respondents' Cash Collateral results in a decrease in value of Respondent's interest in such property to the same extent, validity, and priority as Respondents' lien(s) in Cash Collateral on the Petition Date, provided, however, that the replacement liens shall exclude all claims and causes of action under Sections 544, 545, 546, 547, 548, 549, 550 and 553 (b) of the Bankruptcy Code. The continuing validity of any and all financing statements filed by Respondents that were effective to perfect the security interests asserted by Respondents pre-petition are hereby expressly confirmed, and deemed sufficient to perfect the replacement liens granted by this Order.

5. This Order is without any prejudice to Respondents' rights to dispute at any time the Debtor's continued use of the Cash Collateral, seek relief from the stay or dismissal of this Case, and

contest the nature, extent, validity or priority of any lien or security interest, and the entry of this Order is not to be interpreted as an agreement by Respondents to support or accept final use of the Cash Collateral, the filing of the Debtor's bankruptcy petition, any plan of reorganization or disposal of assets under Section 363 of the Bankruptcy Code, or any other proposed treatment of Respondents' asserted claim(s).

6. Notwithstanding anything contained herein to the contrary, this Order shall not be construed to prime, diminish, or impair the rights and remedies of any trust beneficiary under the Perishable Agricultural Commodities Act, 7 U.S.C. §499e(c) ("PACA"), and those rights and remedies are expressly reserved and preserved.

7. This Order is also entered without prejudice to the claims, rights, and actions that: (A) Debtor may have to challenge the nature, validity, or extent of the liens or debts asserted by Respondents; and (B) Respondents may assert in any action by Debtor to challenge the nature, validity, or extent of the liens or debts they may assert.

8. 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.

9. **THE COURT SHALL HOLD A FINAL CASH HEARING (THE "FINAL CASH COLLATERAL HEARING") ON THE MOTION AT 10:30 A.M. ON MARCH 11, 2026, IN COURTROOM 1204, RICHARD B. RUSSELL FEDERAL BUILDING AND UNITED STATES COURTHOUSE, 75 TED TURNER DRIVE, SW ATLANTA, GA 30303.**

10. **ANY WRITTEN OBJECTION MUST BE FILED WITH THE CLERK OF THE UNITED STATES BANKRUPTCY COURT, UNITED STATES BANKRUPTCY COURT, 75 TED TURNER DRIVE, SW, ATLANTA, GEORGIA 30303, AND SERVED UPON PROPOSED COUNSEL FOR THE DEBTOR, MARK D. GENSBURG, JONES & WALDEN LLC, 699 PIEDMONT AVE, N.E., ATLANTA, GEORGIA 30308 AND THE OFFICE OF THE UNITED STATES TRUSTEE, ATTN: ALAN HINDERLEIDER, SUITE 362, RICHARD B. RUSSELL BUILDING, 75 TED TURNER DRIVE, S.W., ATLANTA, GEORGIA 30303, NO LATER THAN TWO BUSINESS DAYS BEFORE THE FINAL CASH COLLATERAL HEARING, UNLESS THE COURT SHORTENS OR EXTENDS THE TIME FOR FILING SUCH OBJECTION OR THE COURT MAY AUTHORIZE DEBTOR'S USE OF CASH COLLATERAL ON A FINAL BASIS ON THE TERMS HEREIN WITHOUT FURTHER HEARING. IF YOU FAIL TO APPEAR AT THE HEARING, YOUR OBJECTION MAY BE STRICKEN.**

11. Counsel for Debtor is directed to serve a copy of this Order upon the U.S. Trustee, Subchapter V 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:

JONES & WALDEN LLC

/s/ Mark D. Gensburg

Mark D. Gensburg

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Proposed Counsel for Debtor

Exhibit "A"

Weekly Cash Flow Budget
Petition Date - 2.9.2026

Week Beginning (Mon.)	2/9/26	2/16/26	2/23/26	3/2/26	3/9/26	3/16/26
STARTING CASH	\$ 10,000.00	\$ 12,125.13	\$ 14,494.13	\$ 19,810.13	\$ 25,009.05	\$ 12,648.08

Receipts						
Net Sales	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00
Total Receipts	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00

Disbursements

Produce	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00
Payroll	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Bank Fees					\$ 337.50	
Georgia Power		\$ 1,500.00				\$ 1,500.00
Water				\$ 145.36		
Comcast Internet				\$ 192.72		
Waste Management					\$ 598.60	
SBA		\$ 731.00				\$ 731.00
Insurance Trucks					\$ 1,900.00	
Warehouse Rent					\$ 13,200.00	
Hino Truck	\$ 1,639.14				\$ 1,639.14	
General Liability			\$ 254.00			
ADT				\$ 63.00		
JJ Keller			\$ 30.00			
T-Mobile	\$ 285.73				\$ 285.73	
Logistics	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00
Ace customs	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00
Subchapter V Trustee Fee Escrow		\$ 1,000.00				\$ 1,000.00
Storage McAllen	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00
Distribution Sales Contractor	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00
Bookkeeping/Accounting				\$ 1,000.00		
Miscellaneous	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
Total Disbursements	\$ 97,874.87	\$ 97,631.00	\$ 94,684.00	\$ 94,801.08	\$ 112,360.97	\$ 97,631.00

Net Cash Flow for Period	\$ 2,125.13	\$ 2,369.00	\$ 5,316.00	\$ 5,198.92	\$ (12,360.97)	\$ 2,369.00
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ENDING CASH	\$ 12,125.13	\$ 14,494.13	\$ 19,810.13	\$ 25,009.05	\$ 12,648.08	\$ 15,017.08
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