Dated: May 08, 2026
The following is ORDERED:

Denise E. Barnett
UNITED STATES BANKRUPTCY JUDGE

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF TENNESSEE
WESTERN DIVISION

In re:	)	**Case No. 25-24656-DEB**
	)	
PYRAMID CONCRETE PUMPING LLC,	)	
	)	**Chapter 11**
Debtor.	)	

FINAL CONSENT ORDER AUTHORIZING CONDITIONAL USE OF CASH COLLATERAL AND GRANTING BANK3 ADEQUATE PROTECTION

This matter comes before the Court upon the Motion of Bank3 to Prohibit Use of Cash Collateral (ECF No. 35), the Debtor's Motion for Conditional Use of Cash Collateral, (ECF No. 88), the Objection by Bank3 to the Debtor's Motion (ECF No. 90), the Interim Consent Order Granting Bank3 Adequate Protection (ECF No. 58), the Second Interim Order Granting Bank3 Adequate Protection (ECF No. 199), the Third Interim Order Granting Bank3 Adequate Protection (ECF No. 237) and the prior announcements to the Court of consent to the Debtor's limited continued use of cash collateral, dependent on the Debtor making monthly payments to Bank3, the Debtor and Bank3 agree and stipulate:

A. All stipulations in prior Interim Orders (ECF Nos. 58, 199, 237) are incorporated by reference as if set out verbatim.

B. Debtor previously agreed to make adequate protection payments to Bank3 in the amount of $6,800 in November 2025 and $7,200 in December 2025 and $7,200 in January 2026, and the Debtor has failed to make any payments to Bank3 for those months. The Debtor made a payment to Bank3 on February 26, 2026. The Debtor agreed to make adequate protection payments to Bank 3 in the amount of $14,400 on or before March 31, 2026. The Debtor failed to make that payment but did make a payment of $7,200 on April 2, 2026.

C. Bank3 consents to the use of Cash Collateral, for the ordinary costs of operating its business pursuant to the Projections filed with the Debtor's Disclosure Statement (ECF No. 276) on February 25, 2026.

D. The Debtor has agreed to make future adequate protection payment to Bank3 as provided in the Debtor's Disclosure Statement and Bank3's consent to use of its cash collateral is conditioned on the Debtor making the monthly payments.

Accordingly, it is **ORDERED**:

1. The Debtor is hereby authorized to use Bank's claimed cash collateral solely for the purposes of payment of ordinary operating expenses, including payments to other secured creditors, and those payments are limited to the amounts provided in the Debtor's Projections.

2. The proceeds of the Debtor's accounts are cash collateral under 11 U.S.C. § 363(a).

3. As adequate protection to Bank3 for the Debtor's continued use of their cash collateral:

a. All pre-petition liens and/or security interests of Bank3 shall, subject to any limitations in the Bankruptcy Code, are continued; and

b. Bank3 shall receive replacement liens on post-petition accounts receivable and cash as adequate protection, which replacement liens shall be held by Bank3 in the same extent, validity, priority, and value as they existed prior to the petition date and Bank3 is not required to file financing statements or to take any other action in order to perfect the security interest and liens granted to each under this Order; and

c. Such replacement liens shall secure an amount equal to the sum of the aggregate diminution, if any, subsequent to the petition date, in the value of the claimed cash collateral of Bank3, provided this grant (i) shall be subject to any prior perfected liens, and (ii) the exercise and enforcement of this lien remains subject to the Court's determination that a diminution has occurred.

4. Upon an Event of Payment Default, Bank3 may file a notice of such alleged default under this Consent Order with the Bankruptcy Court, and if the default is not cured within fourteen (14) days after email notice to the Debtor and the Attorney for the Debtor, then the Debtor's right to use Cash Collateral shall be terminated.

5. Upon the Event of an Uncured Payment Default, as an alternative to termination to the Debtor's right to use Cash Collateral, Bank3 can require the Debtor to provide Bank3 with weekly reports of cash receipts, new accounts receivables, and cash disbursements.

6. The Debtor's authorization to use the claimed cash collateral shall continue unless any of the following Termination Events occurs

(a) Debtor's Chapter 11 case is either dismissed or converted to a Chapter 7 case;

(b) A trustee is appointed in the Debtor's Chapter 11 case;

(c) The Debtor ceases operations of its present business or takes any material action for the purposes of affecting the foregoing without the prior written consent of Bank3;

(d) The occurrence of an Event of Default under the terms of this Agreed Order that is not cured within fourteen (14) days after notice of any violation.

7. Entry of this Order shall not in any way constitute: (a) a finding of complete adequate protection as to the interests of Bank3 in the collateral or cash collateral; (b) a preclusion or waiver of any right of Bank3 to file a motion for relief from the automatic stay, a motion to dismiss, or any other motion or request for relief; (c) a preclusion or waiver to assert any other rights, remedies, or defenses, or to respond to any motion, application, proposal, or other action, all such rights, remedies, defenses, and opportunities to respond being specifically reserved by Bank3.

8. The provisions of this Order shall survive entry of any order of confirmation of any plan of reorganization or which may be entered converting this case to Chapter 7 of the Bankruptcy Code.

Approved For Entry:

By: /s/ Douglas M. Alrutz
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cc: Matrix of creditors and interested parties