



**IT IS HEREBY ADJUDGED and DECREED that the below described is SO ORDERED.**

**Dated: May 14, 2026.**

A handwritten signature in black ink that reads "Aubrey L. Thomas".

**AUBREY L. THOMAS  
UNITED STATES BANKRUPTCY JUDGE**

**UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF TEXAS  
SAN ANTONIO DIVISION**

|                           |   |                       |
|---------------------------|---|-----------------------|
| IN RE:                    | ) | CASE NO. 26-51198-alt |
|                           | ) |                       |
| SA POOL CONSTRUCTION, INC | ) | CHAPTER 11            |
|                           | ) | (Subchapter V)        |
| DEBTOR                    | ) |                       |

**INTERIM ORDER GRANTING DEBTOR'S MOTION FOR USE OF CASH  
COLLATERAL, AND GRANTING ADEQUATE PROTECTION**

(Relates to ECF No. 3)

On May 7, 2026, the Court conducted a hearing on SA Pool Construction, Inc.'s (the "Debtor") Emergency Motion to Use Cash Collateral (the "Motion") at ECF No. 3. For the reasons set forth on the record, the Court, having considered the Motion, finds that the Motion should be granted on an interim basis as set forth herein.

**IT IS THEREFORE FOUND, DETERMINED, ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

1. The Motion is granted as set forth herein on an interim basis.
2. Authorization to Use Cash Collateral. The Debtor is hereby authorized

through June 8, 2026, to use cash collateral for the actual and necessary monthly expenses of the bankruptcy estate as set forth within the attached Exhibit 1 (the "Budget"). The Budget includes the \$1,500 payment to the Subchapter V Trustee (the "Trustee") due on the 25<sup>th</sup> and every month thereafter and the monthly payment of \$6040.00 to Frost National Bank as adequate protection due on the 20<sup>th</sup> and every month thereafter. In addition, Debtor will continue to make the equipment payments to Frost in the aggregate amount of 4,057.00. The Debtor's use of cash collateral as authorized herein shall be strictly limited to the expenditures in the Budget, subject to a variance of up to ten percent (10%) per month for any line item and a maximum aggregate monthly variance of ten percent (10%).

3. Presumption. All cash in the possession of the estate (including all cash on hand and received in the future) is presumed to be cash collateral, unless proven otherwise by a preponderance of the evidence.

4. Adequate Protection: Replacement Liens. As adequate protection from any diminution in the value of collateral held by parties with interests in cash collateral ("Secured Creditors") resulting from the Debtor's use of cash collateral from and after the Petition Date, the Secured Creditors are hereby granted the following liens and security interests: (a) Continuing, additional and replacement liens and first priority security interests in, to and against any and all assets and property of the estate of the same kind as the Secured Creditors' prepetition collateral to the same extent priority and validity as the pre-petition liens held by such creditors (including but not limited to cash collateral), including, but not limited to, all cash, wherever located, in which the estate now has or may hereafter acquire any right, title or interest in, including any funds on deposit; documents of title evidencing or issued with respect thereto; accounts; contract rights; deposits; chattel paper; documents; records; equipment; fixtures; general intangibles instruments; inventory; investment property; financial assets and any and all other personal property and real property of the estate along with all proceeds and products of the foregoing; all as may be generated or acquired by the estate after the Petition Date. The collateral described in this Paragraph is hereinafter referred to as the "Replacement Collateral."

5. Non-Exclusive Rights. The rights and obligations of the estate and the rights claims, security interests, liens and priorities of the Secured Creditors arising under this Order, are in addition to, and not in lieu or substitution of, the rights, obligations, claims, security interests, liens and priorities granted under the Secured Creditors' loan documents. The liens described in the immediately preceding paragraph are granted pursuant to 11 U.S.C. §§ 361, 362, and 363.

6. Termination of Authority to Use Cash Collateral. The authority to use cash collateral shall continue up through and including May 31, 2026, unless sooner terminated or extended by the Court. Authorization to use cash collateral shall terminate if this case is converted to one under Chapter 7.

7. Insurance. The Debtor in Possession shall at all times maintain: (a) insurance on its assets as required under the Debtor's loan documents; and (b) any additional insurance coverages that may be required by law, by the Subchapter V Trustee, or by the United States Trustee.

8. To the extent the Debtor decides to amend the Budget, the Debtor is permitted to submit to the Court an amended Budget to replace the Budget set forth in Exhibit 1 hereof. Any amended Budget shall remain subject to the variance provisions set forth in Paragraph 2 hereof.

9. A final cash collateral budget shall be due by June 5, 2026.

10. "However, notwithstanding any provisions of any Interim Order and the Final Order, the ad valorem tax liens currently held by Bexar County or any post-petition statutory liens which shall arise post-petition pursuant to Texas law (collectively the "Tax Liens"), incident to any property of the Debtor and/or Estate shall neither be primed by nor subordinated to any liens granted herein."

10. The final hearing on the motion for use of cash collateral is hereby continued until June 8, 2026 at 10:00 a.m..

11. This Court retains jurisdiction and power with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

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Order Prepared by:

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