IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

In Re: **BRAYMAN PRECAST, LLC,** **Debtor.**	**Case No.: 26-22052-CMB** **Chapter 11 (Subchapter V)** Related to: Document No. 16
BRAYMAN PRECAST, LLC, **Movant,** **v.** **NO RESPONDENT.**	

INTERIM ORDER (I) AUTHORIZING THE DEBTOR TO OBTAIN POSTPETITION FINANCING, (II) GRANTING LIENS AND PROVIDING SUPERPRIORITY ADMINISTRATIVE EXPENSE STATUS, (III) AUTHORIZING USE OF CASH COLLATERAL, AND (IV) GRANTING RELATED RELIEF

And now, this 28th day of July, 2026, this matter having come before this Court on the motion (the "Motion")[1] of the above-captioned debtor and debtor in possession (the "Debtor") requesting that this Court enter an interim order (this "Interim Order")[2] and a final order (the "Final Order"): (i) authorizing the Debtor to obtain postpetition financing, (ii) granting liens and providing superpriority administrative expense status, (iii) authorizing the use of cash collateral, and (iv) granting related relief; and this Court having examined the Motion, being fully advised of the relevant facts and circumstances surrounding the Motion, having

[1] All capitalized terms used but not otherwise defined herein have the meanings assigned to them in the Motion or on Exhibit A or Exhibit B, each attached hereto.

[2] Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate. *See* Bankruptcy Rule 7052. To the extent this Court lacks constitutional authority to enter a final order on any claim or cause of action, this Order shall constitute proposed findings of fact and conclusions of law submitted to the District Court pursuant to 28 U.S.C. § 157(c)(1), subject to de novo review under Bankruptcy Rule 9033.

completed a hearing, and it appearing that, pursuant to sections 105, 361, 362, 363, 364, 503, 506(c) and 507 of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"), Bankruptcy Rules 2002, 4001, 6004, and 9014 and rule 4001-2 of the Local Rules for the United States Bankruptcy Court for the Western District of Pennsylvania (the "Local Rules"), the relief requested is fair and reasonable and in the best interests of the Debtor, its estate, creditors and equity security holders, and all parties in interest, and objections, if any, having been withdrawn, resolved, or overruled by the Court,

THE COURT HEREBY FINDS THAT:

A. On the Petition Date, the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in this Court, and this Case is proceeding under Subchapter V of chapter 11. The Debtor has retained possession of its property and continues to operate its business and manage its properties as debtor in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. No chapter 11 trustee, examiner, or official committee of unsecured creditors has been appointed in the Case. A Subchapter V Trustee will be appointed pursuant to section 1183 of the Bankruptcy Code.

B. The Court has jurisdiction over the Case, the Motion, and the parties and property affected hereby under 28 U.S.C. §§ 157 and 1334. Consideration and adjudication of the Motion constitutes a core proceeding as defined in 28 U.S.C. § 157(b)(2). Venue for the Case and proceedings on the Motion is proper before this Court under 28 U.S.C. §§ 1408 and 1409(a).

C. This case is proceeding under Subchapter V of chapter 11 of the Bankruptcy Code. No official committee of unsecured creditors has been appointed in this case, and pursuant to section 1102(a)(3) of the Bankruptcy Code, no such committee may be appointed absent a court order for cause.

D. The Debtor needs to incur the DIP Loans, as provided herein, to minimize disruption to, and avoid the termination of, its business operations, thereby maximizing the value of the Debtor's business and estate.

E. The Debtor is unable to obtain unsecured credit allowable under section 503(b)(1) of the Bankruptcy Code as an administrative expense sufficient to finance the operation of its business and this Case.

F. The Debtor is unable to obtain credit allowable under sections 364(c)(1), (c)(2), or (c)(3) of the Bankruptcy Code on terms more favorable than those offered by the DIP Lenders. The Debtor, as of the Petition Date, does not have sufficient cash resources to finance its ongoing operations and requires the availability of working capital from the DIP Facility, the absence of which would irreparably harm the Debtor, its estate, and creditors.

G. The terms of the DIP Facility have been negotiated at arm's length, and the DIP Loans are being extended in good faith, as that term is used in section 364(e) of the Bankruptcy Code.

H. The terms and conditions of the DIP Loan Documents are fair and reasonable, the best available to the Debtor under the circumstances, reflect the Debtor's exercise of prudent business judgment consistent with its fiduciary duties, and are supported by reasonably equivalent value and consideration.

I. Under the circumstances of this Case, the relief requested is fair and reasonable and in the best interests of the Debtor, its estate, creditors and equity security holders, and all parties in interest.

J. The notice provided by the Debtor of the Motion, the hearing on the Motion, and the entry of this Order satisfy the requirements of Bankruptcy Rules 2002, 4001(b), (c) and

(d), and 9014, Local Rule 4001-2, and sections 102(1), 363, and 364(c) of the Bankruptcy Code, and was otherwise sufficient and appropriate under the circumstances.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is GRANTED on an interim basis as set forth herein.

2. Authorization to Incur DIP Obligations.

(a) Authorization of the DIP Facility. The DIP Facility is hereby authorized on an interim basis in accordance with the terms set forth herein and the DIP Credit Agreement which is attached hereto as **Exhibit B** and is hereby approved.

(b) DIP Loan Documents. The Debtor is hereby authorized to (1) execute the DIP Loan Documents, including, without limitation, all documents that may be reasonably required, necessary or desirable to implement the transactions contemplated by the DIP Loan Documents, and (2) perform its obligations under, and comply with, all of the terms and provisions of the DIP Loan Documents. The Debtor is hereby authorized to pay any principal, interest, fees, expenses, and other amounts described in the DIP Loan Documents, as such amounts become due and owing, without need to obtain further Court approval (except as otherwise provided herein or in the DIP Loan Documents), subject to and in accordance with the DIP Loan Documents, including, without limitation, any closing fees, exit fees and restructuring fees, as well as any reasonable and documented fees and disbursements of the DIP Lenders' professionals, as set forth herein, and in the DIP Credit Agreement, whether or not such professional fees and disbursements arose before or after the Petition Date, and whether or not the transactions contemplated hereby are consummated, to implement all applicable reserves and to take any other actions that may be necessary or appropriate, all to the extent provided in the DIP Loan Documents. All collections and proceeds, whether from ordinary course collections, asset sales, debt or equity issuances,

insurance recoveries, condemnations or otherwise, will be deposited and applied as required by the DIP Loan Documents. Upon execution and delivery thereof, the DIP Loan Documents constituted and will constitute valid and binding obligations of the Debtor enforceable in accordance with their terms. To the extent that there exists any conflict among the terms of the Motion, this Order, and the other DIP Loan Documents, this Order will govern and control.

(c) Permitted Uses of the DIP Facility Proceeds. The Debtor is hereby authorized to use the proceeds of the DIP Facility solely: (1) in accordance with the terms and provisions of the DIP Loan Documents and (2) to the extent the Debtor is required to pay, and Cash Collateral is insufficient to satisfy, those expenses enumerated in the Approved Budget, including, without limitation, the Carve-Out (defined below), as and when such expenses become due and payable, subject to the Permitted Variances and the terms of the DIP Loan Documents. If the DIP Lenders advance monies to the Debtor and the Debtor uses any such monies other than in accordance with the terms and provisions of this Order, then such advances will be considered DIP Obligations for purposes of this Order.

(d) Certain Additional Material Terms of the DIP Facility.

i. Principal Amount. The maximum principal loan amount of $2,500,000 under the DIP Facility is authorized pursuant to the terms of this Order. Upon entry of this Interim Order, a single borrowing in the amount of $800,000 shall be available to the Borrower. Upon entry of the Final Order, borrowing of an additional $1,700,000 shall be available to the Borrower.

ii. Interest. The unpaid principal amount of the DIP Loans outstanding from the Closing Date until all DIP Obligations are repaid in full shall bear interest at a rate per annum equal to the U.S. prime rate plus two percent (2%) per annum, payable in cash or in kind

(or a combination thereof) at the sole option of the Debtor, in arrears on each Interest Payment Date; provided that if such interest rate exceeds the maximum interest rate allowed by applicable law, the interest rate shall instead be the maximum interest rate allowed by applicable law. During the continuance of an Event of Default (and following the expiration of any applicable cure period under Section 7.1 of the DIP Credit Agreement without cure), and upon written notice from the Agent (at the direction of the Required Lenders), the principal amount of the DIP Loans (and, to the greatest extent permitted by Applicable Law, all accrued but unpaid interest and all other outstanding DIP Obligations) shall bear interest at a rate per annum equal to five percent (5%) above the per annum rate otherwise applicable under the DIP Loan Documents. Any such notice may impose interest at the default rate only from the date of the occurrence of the related Event of Default and shall not be applied retroactively.

iii. DIP Lenders' Expenses. The Debtor shall be responsible for all of the DIP Lenders' reasonable and documented expenses, costs, fees and disbursements of the kind set forth in Section 9.4 of the DIP Credit Agreement.

iv. Commitment Fee. The Debtor shall pay to the DIP Lenders a commitment fee (the "Commitment Fee") in an amount equal to one percent (1%) of the Term Loan Commitments (i.e., $25,000). The Commitment Fee shall be earned upon the entry of this Interim Order, shall be nonrefundable for any reason whatsoever except as ordered by the Bankruptcy Court following a finding that such fee is unreasonable, and shall be payable by the Borrower in immediately available funds in accordance with the timing and amounts set forth in the Approved Budget.

v. Exit Fee. The Debtor shall pay an exit fee in an amount equal to two and one-half percent (2.5%) of the aggregate principal amount of Term Loans actually advanced

and outstanding at the time of payment in full of the DIP Obligations, other than as a result of a "credit bid" by the Agent in connection with the sale of the Collateral.

vi. Maturity. The DIP Obligations will mature and be due and payable in full by the Debtor on the DIP Termination Date.

(e) Superpriority Administrative Expense Status; DIP Lien. The DIP Obligations are hereby granted superpriority administrative expense status under section 364(c)(1) of the Bankruptcy Code, with priority over all costs and expenses of administration of the Case that are incurred under any provision of the Bankruptcy Code but subject in all respects to the Carve-Out and Permitted Priority Liens. In addition, the DIP Lenders are hereby granted the DIP Lien to secure the DIP Obligations. Subject only to the Carve-Out and Permitted Priority Liens, the DIP Lien: (1) under sections 364(c)(2) and 364(c)(3) of the Bankruptcy Code, is a first priority Lien without any further action by the Debtor or the DIP Lenders, and without the execution, delivery, filing, or recordation of any financing statements, security agreements, control agreements, title notations, mortgages, or other documents or instruments; (2) will not be subject to any security interest or Lien that is avoided and preserved under section 551 of the Bankruptcy Code; (3) will remain in full force and effect until all DIP Obligations (other than contingent indemnification obligations with respect to which no claim has been threatened or asserted or reasonably anticipated to be asserted by the DIP Lenders) are repaid in full in cash, notwithstanding any subsequent conversion or dismissal of the Case; (4) is not subject to section 510(c) of the Bankruptcy Code; and (5) will not be subject to any landlord's Lien, banker's Lien, bailee's rights, carrier's Lien, right of distraint or levy, security interest, right of setoff, or any other Lien, right, or interest that any landlord, bailee, warehousemen, bank, processor, or carrier may have in any or all of the DIP Collateral. Without limiting the foregoing, the Debtor must deliver to the DIP

Lenders any such financing statements, security agreements, control agreements, title notations, and other documents and instruments as the DIP Lenders may reasonably request from time to time in their discretion. Without limiting the foregoing, the DIP Lenders have, pursuant to this Order and will be deemed to have, a perfected DIP Lien on all existing deposit accounts of the Debtor and any new deposit account that the Debtor may establish on or after the date hereof without any further action by the Debtor or the DIP Lenders.

(f) Prohibition Against Additional Debt Not Permitted by the DIP Credit Agreement. Except as expressly permitted by the DIP Credit Agreement, the Debtor may not incur or seek to incur debt secured by a Lien which is equal to, or superior to, the DIP Lien, or which is given superpriority administrative expense status under section 364(c)(1) of the Bankruptcy Code, unless, in addition to the satisfaction of all requirements of section 364 of the Bankruptcy Code: (1) the DIP Lenders have consented to such order; (2) at the time such an order is entered, there are no DIP Obligations outstanding, and the DIP Credit Agreement has been terminated; (3) the DIP Termination Date has occurred; or (4) such credit or debt is first used to, and is sufficient to, cause the DIP Obligations to be Paid in Full.

3. Authorization to Use Cash Collateral. The Debtor is authorized to use Cash Collateral through the DIP Termination Date solely in accordance with and pursuant to the terms and provisions of the DIP Loan Documents. Notwithstanding anything to the contrary herein, the Debtor is authorized to use Cash Collateral at any time to pay or fund the Carve-Out, and other amounts due or accrued under the Approved Budget through and including the DIP Termination Date.

4. Procedure for the Debtor's Use of Cash Collateral.

(a) Application of Cash Collateral. The Debtor is authorized to use Cash Collateral solely to the extent required to pay those expenses enumerated in the Approved Budget, subject to the Permitted Variances, as and when such expenses become due and payable; provided, that in the case of the fees, costs, and expenses of the DIP Lenders, the Debtor shall pay such fees, costs, and expenses in accordance with the DIP Loan Documents without being limited by the Approved Budget and any such payments shall not constitute an Event of Default. The Debtor shall provide all reports and other information as required in the DIP Credit Agreement to both the DIP Lenders and the Subchapter V Trustee. The Debtor's failure to comply with the Approved Budget (subject to the Permitted Variances) or to provide the reports and other information required in the DIP Credit Agreement shall constitute an Event of Default under the DIP Credit Agreement and an Event of Default hereunder.

(b) Cash Collateral in DIP Lenders' Possession. Subject to the Remedies Notice Period (defined below), the DIP Lenders, only upon an Event of Default under and as defined in the DIP Credit Agreement, are authorized (1) to collect upon, convert to cash, and enforce checks, drafts, instruments, and any other forms of payment now or hereafter coming into the DIP Lenders' possession or control that constitute DIP Collateral or proceeds thereof and (2) to apply all Cash Collateral then or thereafter in the DIP Lenders' possession or control to the payment of the DIP Obligations, in accordance with the DIP Loan Documents until the DIP Obligations are Paid in Full. All such applications to DIP Obligations shall be final and not subject to challenge by any person, including any Trustee.

(c) Prohibition Against Use of Cash Collateral. Unless otherwise consented to by the DIP Lenders in writing, the Debtor may not use, seek to use, or be permitted to use any

Cash Collateral for any purpose, other than as provided for in this Order, until the DIP Obligations are Paid in Full.

5. DIP Termination Date; Rights and Remedies.

(a) Effect of DIP Termination Date. Upon the DIP Termination Date, without further notice or order of Court: (1) the Debtor's authorization hereunder to incur DIP Obligations and to use Cash Collateral, except for purposes of paying or funding the Carve-Out and other amounts due or accrued under the Approved Budget through and including the DIP Termination Date, will automatically terminate; (2) the DIP Obligations will be immediately due and payable in full in cash; and (3) the DIP Lenders will be entitled to set off any and all Cash Collateral in the possession or control of the DIP Lenders and apply such Cash Collateral to the DIP Obligations in accordance with the DIP Loan Documents, subject to paying or funding the Carve-Out and other amounts due or accrued under the Approved Budget through and including the DIP Termination Date.

(b) Remedies Notice Period. Without further order of the Court, upon the occurrence and during the continuation of an Event of Default under the DIP Loan Documents, by written notice of such Event of Default delivered to counsel to the Debtor, the U.S. Trustee, and the Subchapter V Trustee (the "Default Notice") and subject to the terms of this Order (and the Remedies Notice Period): (1) the DIP Lenders may exercise all rights and remedies available to the DIP Lenders under the DIP Loan Documents, and applicable non-bankruptcy law; and (2) the Debtor must surrender the DIP Collateral and otherwise cooperate with the DIP Lenders in the exercise of the DIP Lenders' rights and remedies under the DIP Loan Documents, and applicable non-bankruptcy law, including, without limitation, by filing a motion to retain one or more agents to sell, lease, or otherwise dispose of the DIP Collateral upon the request of, and subject to terms

and conditions acceptable to the DIP Lenders; provided, however, that (a) with respect to the suspension or termination of the Term Loan Commitments, the Agent (at the direction of the Required Lenders) shall provide no less than three (3) Business Days' prior written notice to counsel to the Debtor, the U.S. Trustee, and the Subchapter V Trustee; and (b) with respect to all other remedies, within ten (10) Business Days following delivery of the Default Notice (the "Remedies Notice Period"), the Debtor, the Subchapter V Trustee, and the U.S. Trustee may seek an order of this Court determining that the Event(s) of Default alleged in the Default Notice did not occur or is not continuing or raise any other matters in response to the Default Notice. After the Court makes a determination that an Event of Default has occurred and is continuing or the Remedies Notice Period has lapsed, the DIP Lenders shall be entitled to exercise their rights and remedies in accordance with the DIP Loan Documents to satisfy the DIP Obligations. During the Remedies Notice Period, the Debtor shall be permitted to (i) cure any Event of Default and (ii) use Cash Collateral to fund the Carve-Out and any other amounts due or accrued under the Approved Budget through and including the Remedies Notice Period. In addition, the Agent (at the direction of the Required Lenders) shall be required to seek relief from the automatic stay from the Bankruptcy Court before taking physical possession of any tangible personal property of the Debtor.

(c) Access to DIP Collateral. After the expiration of the Remedies Notice Period, notwithstanding anything to the contrary herein, after five (5) days' written notice to the landlord of the Debtor's leased premises that an Event of Default has occurred and is continuing (and has not been cured or waived in accordance with the DIP Loan Documents), the DIP Lenders may elect to (but will not be obligated to) take all reasonable actions to enter upon any such leased premises for the purpose of exercising any right or remedy with respect to the DIP Collateral

located thereon and will be entitled to the Debtor's rights and privileges under such lease; provided, however, that the rights of the DIP Lenders to use or occupy any premises subject to a lease of non-residential real property shall be limited to (i) any such rights agreed to in writing by the applicable landlord, (ii) any rights of the DIP Lenders that are valid and enforceable under applicable nonbankruptcy law, if any, and (iii) such rights as may be granted by this Court upon appropriate notice to the applicable landlord. Nothing herein shall require the DIP Lenders to assume any lease as a condition to the rights afforded in this paragraph.

6. Carve-Out.

(a) As used in this Interim DIP Order, the "Carve-Out" means, after delivery of a written notice, delivered by email or U.S. Mail by the Agent to the Debtor, its counsel, the U.S. Trustee, and the Subchapter V Trustee, of any default under the DIP Credit Agreement or of the occurrence of the Maturity Date (the "Carve-Out Trigger Notice"), the sum of the following amounts: (i) all unpaid professional fees and expenses incurred by the Debtor and the Subchapter V Trustee, and any of their respective professionals retained by order of the Court (the "Case Professionals"), at any time prior to the delivery of the Carve-Out Trigger Notice to the extent allowed by this Court (the "Allowed Professional Fees"), in an aggregate amount not to exceed the amounts set forth in the Approved Budget for Professional Fees prior to the delivery of a Carve-Out Trigger Notice (net of the Professional Fee Weekly Escrow); and (ii) the payment of allowed and unpaid professional fees and disbursements incurred by the Case Professionals following the delivery of the Carve-Out Trigger Notice in an aggregate amount not in excess of $250,000 (the "Wind-Down Carve-Out Amount"); provided, however, that, if the Debtor retains unused proceeds previously drawn from the DIP Facility that are not attributable to disbursements on the Approved Budget prior to the issuance of the Carve-Out Trigger Notice, then the unused proceeds from the

DIP Facility shall be applied as a credit to the funding of the Wind-Down Carve-Out Amount; plus (iii) the payment of fees pursuant to 28 U.S.C. § 1930(a) and any fees required to be paid to the Clerk of the Court for the Debtor for the time period beginning on the Petition Date and ending on the Carve-Out effective date, which fees shall not be limited to amounts that may be set forth in the Approved Budget.

(b) Notwithstanding the foregoing, so long as no Carve-Out Trigger Notice has been issued by the DIP Lenders, the Debtor shall be permitted to pay compensation and reimbursement of expenses allowed and payable under sections 328, 330 and 331 of the Bankruptcy Code or otherwise budgeted for as part of the Professional Fee Weekly Escrow, but solely to the extent the same are reflected as estimated professional fees and disbursements in the most recent Approved Budget prior to the delivery of a Carve-Out Trigger Notice, as the same may be due and payable and otherwise allowed and payable by order of the Court, and the same shall not reduce the Wind-Down Carve-Out Amount. The Carve-Out shall not be deemed increased if actual fees of Case Professionals are higher in fact than the estimates provided on the Approved Budget. No portion of the Carve-Out may be used in contravention of the restrictions or the limitations on the use of the Carve-Out set forth in the DIP Credit Agreement and this Interim DIP Order.

(c) *Professional Fee Weekly Escrow.* The Approved Budget shall reflect the projected Professional Fees and Expenses for Case Professionals. The DIP Lenders consent to the Debtor funding such fees on a weekly basis commencing the first Approved Budget week following the Petition Date to the Case Professionals, who in turn shall hold such funds in their respective IOLTA or escrow accounts pending entry of an Order allowing for application of such amounts to fees for services rendered and expenses incurred. All funds paid into the Professional

Fee Weekly Escrow remain subject to the fee application process or other interim compensation procedures established by the Court in the Chapter 11 Case.

(d) *No Direct Obligation to Pay Professional Fees*. The DIP Lenders shall not be responsible for the direct payment or reimbursement of any fees or disbursements of any Case Professionals incurred in connection with the Chapter 11 Case or any Successor Cases under any chapter of the Bankruptcy Code. Nothing in this Interim DIP Order or otherwise shall be construed to obligate the DIP Lenders in any way to pay compensation to or to reimburse expenses of any Case Professional, or to guarantee that the Debtor has sufficient funds to pay such compensation or reimbursement.

(e) *Payment of Carve-Out After Carve-Out Trigger Notice*. Any payment or reimbursement made for services rendered on or after the delivery date of the Carve-Out Trigger Notice in respect of any Allowed Professional Fees shall permanently reduce the Wind-Down Carve-Out Amount on a dollar-for-dollar basis. Any funding of the Carve-Out shall be added to and made a part of the DIP Obligations and secured by the DIP Collateral and otherwise entitled to the protections granted under this Interim DIP Order, the Bankruptcy Code and applicable law. Subject to the above, the Debtor is permitted to fund the Professional Fee Weekly Escrow following a Carve-Out Trigger Notice.

(f) No portion or proceeds of the DIP Facility, Carve-Out, or DIP Collateral may be used to pay any fees or expenses incurred by any Person, including the Debtor, the Subchapter V Trustee, or any Case Professional, in connection with asserting or preparing for any claims or causes of action against the DIP Lenders or any of their affiliates, or challenging or raising any defenses to the DIP Obligations or the Liens of the DIP Lenders, including, without limitation, (1) preventing, hindering, or delaying the DIP Lenders' enforcement or realization upon

any of the DIP Collateral or the exercise of their rights and remedies under this Order, or applicable law, in each case, once an Event of Default has occurred, other than to seek a determination that an Event of Default has not occurred or is not continuing; or (2) objecting to, or contesting in any manner, or raising any defenses to, the validity, extent, amount, perfection, priority, or enforceability of any DIP Obligations or any mortgages, Liens, or security interests with respect thereto, or any other rights or interests of the DIP Lenders, or asserting any causes of action under chapter 5 of the Bankruptcy Code against the DIP Lenders.

7. 506(c) Surcharge Waiver. Subject to the entry of the Final Order, there will be no surcharge of the DIP Collateral for any purpose unless agreed to in writing by the DIP Lenders, and the Debtor (or any Trustee), on behalf of its estate, will be deemed to have waived any and all rights, benefits, or causes of action under section 506(c) of the Bankruptcy Code and under any other legal or equitable doctrine (including, without limitation, unjust enrichment) as they may relate to, or be asserted against, the DIP Lenders, or any of the DIP Collateral. In reliance on the foregoing, the DIP Lenders have agreed to the entry of this Order.

8. Right to Credit Bid. In connection with the sale or other disposition of all or any portion of the DIP Collateral, whether under section 363 of the Bankruptcy Code, section 1129 of the Bankruptcy Code or otherwise, pursuant and subject to section 363(k) of the Bankruptcy Code, the Agent at the direction of the Required Lenders shall have the continuing right to use the amounts then outstanding under the DIP Obligations, or any part thereof, to credit bid or accept non-cash consideration with respect to any bulk or piecemeal sale of all or any portion of the DIP Collateral as provided in the DIP Credit Agreement; provided, however, that: (i) any credit bid shall be subject to the Bankruptcy Court's authority to limit or condition the credit bid right for cause; and (ii) prior to submitting any credit bid, the DIP Lenders shall disclose the nature and

extent of any affiliate or insider relationship between the DIP Lenders and the Debtor or any of its principals, members, managers, or officers.

9. Application of Sale Proceeds. All proceeds from any sales or any other dispositions of all or any portion of the DIP Collateral not in the ordinary course of the Debtor's business, after the funding of the Carve-Out and other amounts due or accrued in the Approved Budget through and including the Maturity Date, shall be applied in the following order of priority: (i) first, to the payment of fees, costs, expenses, and indemnities due to the Agent or the Lenders; (ii) second, to the payment of accrued and unpaid interest due and owing in respect of the Term Loans; (iii) third, to the payment of the then-outstanding principal of the Term Loans; and (iv) last, to the payment of all other Obligations.

10. Fees and Expenses of DIP Lenders' Professionals and Advisors. The Debtor shall be responsible for the reasonable and documented fees and expenses of the DIP Lenders' professionals and advisors incurred following the Petition Date. DIP Lenders have waived and will not collect any fees and expenses incurred prior to the Petition Date. Such professionals and advisors shall not be required to comply with the U.S. Trustee fee guidelines nor to submit invoices in any particular format; provided, however, that any time that such professionals or advisors seek payment of fees and expenses from the Debtor, including by charging such amounts against the loan account under the DIP Facility, each professional shall provide summary copies of its invoices (which shall not be required to contain time entries and which may be redacted or modified to the extent necessary to delete any information subject to the attorney-client privilege, any information constituting attorney work product, or any other confidential information, and the provision of such invoices shall not constitute any waiver of the attorney-client privilege or of any benefits of the attorney work product doctrine) to the Subchapter V Trustee and the U.S. Trustee

contemporaneously with the delivery of such fee and expense statements to the Debtor. Any objections raised by the Debtor, the U.S. Trustee or the Subchapter V Trustee with respect to such invoices must be in writing and state with particularity the grounds therefor and must be submitted to the applicable professional within ten (10) days of the receipt of such invoice; if after ten (10) days such objection remains unresolved, it will be subject to resolution by the Court. Pending such resolution, the undisputed portion of any such invoice will be paid promptly by the Debtor, including by charging such amount against the loan account under the DIP Facility, following expiration of the ten (10) day review period. No attorney or advisor to the DIP Lenders shall be required to file an application seeking compensation for services or reimbursement of expenses with the Court.

11. Waiver of Right to Return/Consent to Setoff. Without the prior written consent of the DIP Lenders or further order of this Court, the Debtor will not: (a) agree to return any DIP Collateral pursuant to section 546(h) of the Bankruptcy Code; (b) affirmatively consent to any order permitting or allowing any claims pursuant to section 503(b)(9) of the Bankruptcy Code; or (c) affirmatively consent to setoff pursuant to section 553 of the Bankruptcy Code.

12. Tax Obligations. The Debtor will timely pay or remit, as applicable, all sales tax, payroll tax, and trust fund tax obligations under applicable law from time to time that are set forth in the Approved Budget.

13. Indemnification. The Debtor will indemnify and hold harmless the DIP Lenders, their Affiliates and their respective members, shareholders, partners, officers, managers, directors, trustees, employees, representatives and agents (collectively, the "Indemnified Parties") in accordance with the terms of the DIP Loan Documents; provided, however, that the Debtor shall have no obligation to indemnify any Indemnified Party for any claim, loss, or liability to the extent

determined by a final, non-appealable order of a court of competent jurisdiction to have resulted from such Indemnified Party's own gross negligence, willful misconduct, or bad faith.

14. No Marshaling. Subject to the entry of the Final Order, neither the DIP Lenders nor any of the DIP Collateral shall be subject to the doctrine of marshaling, excluding Avoidance Proceeds; provided, however, that the "equities of the case" exception under section 552(b) of the Bankruptcy Code shall remain available to all parties in interest with respect to Avoidance Proceeds and any proceeds of claims against Affiliates of the DIP Lenders or the Agent.

15. Equities-of-the-Case Waiver. Subject to the entry of the Final Order, the DIP Lenders shall be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code with respect to the DIP Collateral; provided, however, that the "equities of the case" exception under section 552(b) shall remain available to all parties in interest with respect to Avoidance Proceeds and any proceeds of claims against Affiliates of the DIP Lenders or the Agent.

16. Modification of Stay. The automatic stay of section 362 of the Bankruptcy Code is hereby modified with respect to the DIP Lenders to the extent necessary to effectuate the provisions of this Order, subject to the Remedies Notice Period.

17. No Waiver. The DIP Lenders will not be deemed to have suspended or waived any of their rights or remedies under the DIP Loan Documents, the Bankruptcy Code, or applicable non-bankruptcy law unless such suspension or waiver is hereafter made in writing, signed by a duly authorized officer of the DIP Lenders, and directed to the Debtor. No failure of the DIP Lenders to require strict performance by the Debtor (or by any Trustee) of any provision of this Order will waive, affect, or diminish any right of the DIP Lenders thereafter to demand strict compliance and performance therewith, and no delay on the part of the DIP Lenders in the exercise

of any right or remedy under the DIP Loan Documents, the Bankruptcy Code, or applicable non-bankruptcy law will preclude the exercise of any right or remedy.

18. "Responsible Person". By taking any actions pursuant to this Order, the DIP Lenders will not be deemed to be (a) in control of the operations or liquidation of any Debtor or (b) acting as a "responsible person" with respect to the operation, management, sale, or liquidation of any Debtor.

19. Release. Subject to and effective upon entry of the Final Order only, and in exchange for good and valuable consideration the adequacy of which is hereby confirmed, the Debtor (for itself and on behalf of its estate) unconditionally and irrevocably releases, acquits, discharges the Agent, the Lenders and any Related Persons of Agent or any of the Lenders, and any of their respective successors or assigns (collectively "Released Parties") of, from or with respect to any and all claims, controversies, disputes, liabilities, obligations, demands, damages, expenses (including, without limitation, attorneys' fees), debts, liens, actions, and causes of action of any and every nature whatsoever that exist on the date hereof, whether arising in law or otherwise, and whether or not known or matured, including without limitation: (i) claims arising out of or relating to, as applicable, the Loan Documents and/or the transactions contemplated thereunder including, without limitation, any so-called "lender liability" or equitable subordination claims or defenses, (ii) any and all "claims" (as defined in the Bankruptcy Code) or causes of action arising under the Bankruptcy Code, and (iii) any and all claims or causes of action with respect to the extent, validity, or avoidability of any prepetition claim against the Debtor held by any Lender ("Lender Claims"). Debtor further waives and releases any defense, right of counterclaim, right of setoff, recoupment, or deduction to the payment of the Lender Claims Debtor now has or may claim to have against the Released Parties, arising out of, connected with,

or relating to any and all acts, omissions, or events occurring prior to the Court entering the Final DIP Order. For the avoidance of doubt, this release shall not become effective until, and shall be conditioned upon, entry of the Final DIP Order by the Bankruptcy Court; no release of any kind shall be effective upon entry of the Interim DIP Order alone.

20. Amendments. The Debtor and the DIP Lenders may enter into amendments, waivers, forbearance agreements or modifications of the DIP Loan Documents or the Approved Budget without any further notice, hearing, or order of this Court; provided, however, that (a) such modifications or amendments do not materially and adversely affect the rights of the Debtor, any creditor or other party in interest; and (b) notice of any such amendment or modification is filed with this Court and provided to the Subchapter V Trustee and the U.S. Trustee.

21. Binding Effect. Except as otherwise provided herein, this Order is binding on all parties in interest in the Case and their respective successors and assigns, including, without limitation, any Trustee. If, in accordance with section 364(e) of the Bankruptcy Code, this Order does not become a final nonappealable order or this Order or any of the provisions of this Order are hereafter modified, amended, vacated, terminated, or stayed by any subsequent order of this Court or any other court, such event will not affect: (a) any of the agreements, stipulations, representations, or findings contained in this Order, or any of the relief granted by, or any of the releases contained in, this Order; and (b) the validity, extent, amount, perfection, priority, enforceability, or effectiveness of any Lien, security interest, or other benefit or claim authorized hereby with respect to Cash Collateral remitted or DIP Obligations incurred, prior to the effective date of such event. All such Liens, security interests, claims, and other benefits will be governed in all respects by the original provisions of this Order, and the DIP Lenders will be entitled to all of the rights, remedies, privileges, and benefits granted herein, including, without limitation, the

DIP Liens and priorities granted herein with respect to the DIP Obligations. Except as otherwise explicitly set forth in this Order, no third party is intended to be, or may be deemed to be, a third-party beneficiary of this Order.

22. Survival. The provisions of this Order, and any actions taken pursuant to or in reliance upon the terms hereof, will survive entry of, and govern in the event of any conflict with, any order that may be entered in the Case: (a) confirming any chapter 11 plan, (b) converting the Case to a case under chapter 7 of the Bankruptcy Code, (c) dismissing the Case, (d) after the occurrence of the DIP Termination Date or an Event of Default, (e) withdrawing the reference of the Case from this Court, or (f) providing for abstention from handling or retaining of jurisdiction of the Case in this Court. The terms and provisions of this Order, including, without limitation, the rights granted to the DIP Lenders under section 364(c) of the Bankruptcy Code, will continue in full force and effect until all of the DIP Obligations are Paid in Full.

23. Retention of Jurisdiction. The Court has and will retain jurisdiction to enforce the terms of any and all matters arising from or related to the DIP Facility or this Order.

24. Final Hearing; Objections. A final hearing to consider the relief requested in the Motion shall be held on August 27, 2026, at 10:00 a.m. (prevailing Eastern Time) and any objections or responses to the Motion shall be filed and served so as to be actually received on or prior to, August 24, 2026, at 4:00 pm (prevailing Eastern Time).

Prepared by: */s/ Daniel R. Schimizzi*
Daniel R. Schimizzi
Proposed Counsel to the Debtor

BY THE COURT:

Carlota M. Böhm
glb
Carlota M. Böhm, Judge
United States Bankruptcy Court

SIGNED
7/28/26 5:16 pm
CLERK
U.S. BANKRUPTCY
COURT - WDPA

EXHIBIT A

DEFINED TERMS

1. *Applicable Law*. Any applicable (i) law (including common law), statute or ordinance of any nation or state; (ii) regulation, policy, protocol, proclamation or executive order promulgated by any Governmental Authority; (iii) rule or regulation of any self-regulatory organization such as a securities exchange; or (iv) judgment, order, decree or decision of any court or other Governmental Authority having the effect of law in any such jurisdiction.

2. *Approved Budget*. An operating budget setting forth the projected financial operations of the Debtor in form and substance acceptable to the Required Lenders. The Approved Budget shall be updated and provided to the Agent on the third Wednesday following the date the prior Approved Budget takes effect and every third Wednesday thereafter (or more frequently at the reasonable discretion of both the Borrower and the Agent). The Required Lenders shall have the right to approve or reject any such update or amendment by providing the Borrower specific written notice thereof within two (2) Business Days after the delivery by the Borrower of any such update or amendment, which approval shall not be unreasonably withheld, conditioned, or delayed. Any rejection must specify with reasonable particularity the Required Lenders' basis for rejection. In the event the Required Lenders do not provide written notice of approval or rejection within such two (2) Business Day period, the updated Approved Budget as proposed by the Borrower shall automatically be deemed approved and shall constitute the Approved Budget.

3. *Blocked Accounts*. Deposit accounts currently in use by the Debtor or such other deposit account that the DIP Lenders may subsequently agree to in writing.

4. *Business Day.* Any day, other than a Saturday, a Sunday or any other day on which banks located in New York City are closed for business as a result of federal, state or local holiday, and any other reference to "day" means a calendar day.

5. *Case*. The chapter 11 case or any superseding chapter 7 case of the Debtor.

6. *Cash Collateral.* All "cash collateral", as that term is defined in section 363(a) of the Bankruptcy Code, in which the DIP Lenders have an interest, all deposits subject to setoff rights in favor of the DIP Lenders, and all cash arising from the collection or other conversion to cash of all or any portion of the DIP Collateral, including, without limitation, from the sale or other disposition of any inventory and the collection of any accounts receivable of any Debtor.

7. *Closing Date*. The date upon which this Order is entered and docketed and all conditions to effectiveness set forth in Section 2.1 of the DIP Credit Agreement are satisfied or waived in accordance with the terms thereof.

8. *DIP Credit Agreement*. That certain *Debtor-in-Possession Credit Agreement* dated as of July 24, 2026, by and among the Debtor (as Borrower, thereunder), BPC-DIP Lending, LLC, as agent for the lenders party thereto (the "Agent"), and BPC-DIP Lending, LLC, Brayman Holding Company, Inc., Brayman Construction Corporation, and Stephen M. Muck, collectively as lenders, as amended, modified, supplemented, replaced, or refinanced from time to time in accordance with the terms thereof.

9. *DIP Collateral.* Collectively, (i) all of the Debtor's assets and all proceeds thereof, subject to the Permitted Priority Liens, whether upon entry of this Interim Order or the Final Order, including all of the Debtor's rights in property acquired postpetition ***except for and excluding*** estate causes of action under sections 542, 544, 545, 547, 548, 549, 550, 551, 553(b) or

724(a) of the Bankruptcy Code (the "Avoidance Actions") and the proceeds thereof (the "Avoidance Proceeds"); (ii) all interests in real property, including any leasehold interests, to the extent permitted under Applicable Law (including provisions of the Bankruptcy Code) and/or the applicable agreement(s); and (iii) all commercial torts. No lien on Avoidance Actions or Avoidance Proceeds is granted pursuant to this Interim Order. Upon entry of the Final Order only, the DIP Collateral shall also include a senior lien on the Avoidance Proceeds, subject to the terms and conditions of the Final Order. Notwithstanding the foregoing, DIP Collateral shall exclude any deposit account to the extent such account is excluded from the definition of Collateral under the DIP Credit Agreement, including accounts used exclusively for withholding taxes, sales taxes, payroll, payroll taxes, workers' compensation, employee wage and benefit payments, employee benefit plans, or similar trust or custodial purposes, except to the extent otherwise ordered by the Court or agreed in writing by the Debtor and the Agent, acting at the direction of the Required Lenders.

10. *DIP Facility*. The superpriority, senior secured, debtor-in-possession credit facility provided under the DIP Credit Agreement up to a maximum aggregate principal amount of $2,500,000.

11. *DIP Lenders*. The lender parties from time to time to the DIP Credit Agreement.

12. *DIP Lien*. A first priority, properly perfected, valid, and enforceable Lien in the DIP Collateral, subject only to the Carve-Out and Permitted Priority Liens.

13. *DIP Loans*. The term loans made under the DIP Facility.

14. *DIP Obligations*. All obligations of the Debtor to the DIP Lenders under the DIP Loan Documents, including, without limitation, with respect to all DIP Loans, all principal

and accrued interest, premiums (if any), costs, fees and expenses and any other amounts due under the DIP Loan Documents, whether or not any such amounts are capitalized.

15. *DIP Termination Date*. The earliest to occur of: (A) an Acceleration (as defined in the DIP Credit Agreement, the declaration of all outstanding Loans as immediately due and payable upon an Event of Default pursuant to Section 7.2 of the DIP Credit Agreement); (B) the Maturity Date; or (C) the termination of the Term Loan Commitments in accordance with Section 7.2 of the DIP Credit Agreement.

16. *Event of Default*. The occurrence of any of the events set forth in Section 7.1 of the DIP Credit Agreement.

17. *Examiner*. Any examiner appointed or elected in the Cases pursuant to section 1104(c) of the Bankruptcy Code.

18. *Governmental Authority*. Any national, regional or local body of state power, any ministry or department thereof, and any Person exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government (including any independent regulator) or any other governmental entity, instrumentality, agency, authority, court, corporation, committee or commission under the direct or indirect control of a government.

19. *Lien*. Any mortgage, deed of trust, pledge, hypothecation, assignment, security interest, lien (whether statutory or otherwise), charge, claim or encumbrance, or preference, priority or other security agreement or preferential arrangement held or asserted in respect of any asset of any kind or nature whatsoever including any conditional sale or other title retention agreement, any lease having substantially the same economic effect as any of the foregoing, and the filing of, or agreement to give, any financing statement under the Uniform

Commercial Code as adopted in the applicable jurisdiction from time to time or comparable law of any jurisdiction.

20. *Maturity Date*. The earliest of: (a) the date that is twelve (12) months after the Petition Date (or such later date as agreed to in writing by the Borrower and the Required Lenders); (b) entry by the Bankruptcy Court of an order dismissing the Case or converting the Case to a case under chapter 7 of the Bankruptcy Code, where the DIP Obligations are not simultaneously paid in full; or (c) the occurrence of the effective date of an Acceptable Plan (as defined in the DIP Credit Agreement).

21. *Paid in Full*. With respect to the DIP Obligations: (a) the termination of the DIP Credit Agreement and the other DIP Loan Documents, as applicable; (b) the indefeasible payment in full in cash of all DIP Obligations; (c) all commitments under the DIP Credit Agreement, as applicable, shall have terminated or expired; and (d) the DIP Lenders shall have received Cash Collateral in such amount as the DIP Lenders deem is reasonably necessary to secure the DIP Lenders, in respect of (i) any Taxes (other than any Tax on the overall net income of the DIP Lenders) paid or incurred by the DIP Lenders relating to, arising out of, or in connection with any DIP Loan Document, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority, and (ii) any and all liabilities, obligations, losses, damages (including natural resource damages), penalties, claims, costs, expenses and disbursements of any kind or nature whatsoever (including the reasonable fees and disbursements of counsel for the DIP Lenders in connection with any investigative, administrative or judicial proceeding commenced or threatened by any Person, whether or not any of the DIP Lenders shall be designated as a party or a potential party thereto, and any fees or expenses incurred by the DIP Lenders in enforcing this indemnity), whether direct, indirect or consequential and whether based

on any federal, state or foreign laws, statutes, rules or regulations, on common law or equitable cause or on contract or otherwise, that may be imposed on, incurred by, or asserted against the DIP Lenders, in any manner relating to or arising out of any DIP Loan Document or the transactions contemplated thereby (including the DIP Lenders' agreement to make a DIP Loan or the use or intended use of the proceeds thereof, or any enforcement of any of the DIP Loan Documents) for which the DIP Lenders may be entitled to indemnification or reimbursement by any Debtor pursuant to the terms of the DIP Credit Agreement or the other DIP Loan Documents.

22. *Permitted Priority Liens*. Collectively, (a) the Carve-Out, (b) the Permitted Senior Liens, as defined in the DIP Credit Agreement, (c) any valid, perfected, and unavoidable interests of other parties arising out of Liens, if any, on such property existing prior to the Petition Date, and (d) any non-consensual statutory Liens as described in section 546 of the Bankruptcy Code. For the avoidance of doubt, to the extent of any inconsistency between the term "Permitted Priority Liens" as used in this Order and "Permitted Senior Liens" as used in the DIP Credit Agreement, the provisions of this Order shall govern for purposes of the priority of the DIP Liens and DIP Obligations authorized hereby.

23. *Permitted Variances*. A variance in actual disbursements from projected disbursements in the Approved Budget of not more than fifteen percent (15%) measured on a cumulative basis against cumulative operating disbursements set forth in the Approved Budget, with such variance measurement commencing after the fourth week following the Closing Date and tested bi-weekly thereafter (the "Permitted Variance"). Any cumulative variance in excess of the Permitted Variance shall constitute a default under the DIP Credit Agreement, subject to the cure periods set forth therein.

24. *Person*. Any individual, partnership, limited liability company, corporation, trust, joint venture, joint stock company, association, unincorporated organization, government or agency or political subdivision thereof, or any other entity whatsoever.

25. *Petition Date*. July 24, 2026.

26. *Subchapter V*. The Small Business Debtor Reorganization Act set forth in Section 1181 through and including Section 1195 of the Bankruptcy Code.

27. *Subchapter V Trustee*. The standing trustee appointed pursuant to section 1183 of the Bankruptcy Code.

28. *Trustee*. Any trustee appointed or elected in the Cases pursuant to section 1104(a) of the Bankruptcy Code.

29. *U.S. Trustee*. The United States Trustee for the Western District of Pennsylvania.

Exhibit A-1

Approved Budget

13-Week Cash Flow Summary - Brayman Precast, LLC

$ in thousands

	W1	W2	W3	W4	W5	W6	W7	W8	W9	W10	W11	W12	W13	TOTAL
Week ending; Petition date = Friday 7/24 first full week ending 7/31	*7/31*	*8/7*	*8/14*	*8/21*	*8/28*	*9/4*	*9/11*	*9/18*	*9/25*	*10/2*	*10/9*	*10/16*	*10/23*	
RECEIPTS														
Total Operating Receipts	-	-	304	199	243	117	115	115	110	223	342	228	300	2,296
OPERATING DISBURSEMENTS														
Payroll	(62)	(109)	(62)	(109)	(62)	(109)	(62)	(109)	(62)	(109)	(171)	(109)	(62)	(1,197)
Materials	(30)	(79)	(84)	(86)	(42)	-	(123)	(146)	(125)	(118)	(75)	(85)	(82)	(1,075)
Insurance	-	(76)	-	-	-	(76)	-	-	-	(76)	-	-	-	(228)
Rent	-	(35)	-	-	-	(35)	-	-	-	(35)	-	-	-	(105)
Utility Deposits	-	(5)	-	-	-	-	-	-	-	-	-	-	-	(5)
Critical Vendor	-	(20)	(20)	-	-	-	-	-	-	-	-	-	-	(40)
Other Operating Expenses (rent, utilities, fuel, G&A, taxes)	(65)	(44)	(27)	(28)	(24)	(40)	(23)	(26)	(23)	(198)	(26)	(71)	(21)	(615)
Project Closing Costs	-	-	-	-	-	(116)	-	-	-	-	-	-	-	(116)
Total Operating Disbursements	**(157)**	**(368)**	**(193)**	**(223)**	**(128)**	**(376)**	**(208)**	**(282)**	**(211)**	**(536)**	**(272)**	**(264)**	**(165)**	**(3,382)**
Operating Cash Flow	**(157)**	**(368)**	**110**	**(24)**	**116**	**(259)**	**(93)**	**(166)**	**(101)**	**(313)**	**70**	**(36)**	**135**	**(1,086)**
POST-PETITION RESTRUCTURING COSTS														
Debtor Counsel	(60)	(60)	(60)	(60)	(60)	(60)	(60)	(60)	(60)	(60)	(60)	(60)	(60)	(780)
Debtor FA / CRO	(30)	(30)	(30)	(30)	(25)	(25)	(20)	(20)	(15)	(15)	(15)	(15)	(15)	(285)
Subchapter V Trustee fee	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(20)
Other Debtor Professionals	(15)	(15)	(15)	(30)	(15)	(15)	(15)	(30)	(15)	(15)	(15)	(30)	(15)	(240)
DIP Fees / Costs	(25)	-	(30)	-	-	-	-	-	-	-	-	-	-	(55)
Total Case Costs	**(132)**	**(108)**	**(138)**	**(126)**	**(106)**	**(106)**	**(101)**	**(116)**	**(96)**	**(96)**	**(96)**	**(111)**	**(96)**	**(1,428)**
Net Cash Flow Before DIP	**(289)**	**(476)**	**(27)**	**(150)**	**10**	**(365)**	**(194)**	**(282)**	**(197)**	**(409)**	**(26)**	**(148)**	**39**	**(2,514)**
CASH ROLL-FORWARD														
Beginning Cash	162	673	196	169	1,719	1,728	1,363	1,170	887	691	282	256	109	162
(+) Net Cash Flow	(289)	(476)	(27)	(150)	10	(365)	(194)	(282)	(197)	(409)	(26)	(148)	39	(2,514)
(+) DIP Draw	800	-	-	1,700	-	-	-	-	-	-	-	-	-	2,500
Ending Cash	**673**	**196**	**169**	**1,719**	**1,728**	**1,363**	**1,170**	**887**	**691**	**282**	**256**	**109**	**148**	**148**
DIP FACILITY														
Beginning DIP Balance	-	800	800	800	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	-
(+) Draws	800	-	-	1,700	-	-	-	-	-	-	-	-	-	2,500
(+) Interest	-	1	1	5	5	5	5	5	5	5	5	5	5	49
Ending DIP Balance	**800**	**800**	**800**	**2,500**	**2,500**	**2,500**	**2,500**	**2,500**	**2,500**	**2,500**	**2,500**	**2,500**	**2,500**	**2,500**

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Exhibit B

Credit Agreement

DEBTOR-IN-POSSESSION CREDIT AGREEMENT

Dated as of
July 24, 2026,

by and among

BRAYMAN PRECAST, LLC,
the Borrower and Debtor-in-Possession,

and,

BPC-DIP LENDING, LLC,

as the Agent,

and the Parties Identified on Schedule 1.1 as Lenders

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EXHIBITS

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DEBTOR-IN-POSSESSION CREDIT AGREEMENT

This **DEBTOR-IN-POSSESSION CREDIT AGREEMENT** (as amended, restated, replaced, supplemented, or otherwise modified from time to time, this "Agreement") is entered into as of July 24, 2026, by and among BRAYMAN PRECAST, LLC, a Pennsylvania limited liability company and a debtor and debtor-in-possession ("Debtor" or "Borrower"), BPC-DIP Lending, LLC, a Pennsylvania limited liability company, as agent for the Lenders (solely in such capacity, together with its successors and assigns in such capacity, the "Agent") and the other Persons from time to time party hereto, as lenders (collectively, the "Lenders" and each a "Lender").

RECITALS

WHEREAS, on July 24, 2026 (the "Petition Date"), the Borrower filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code, which case is docketed at Bankruptcy Case No. 26-XXXXX (XXX) (the "Chapter 11 Case") before the United States Bankruptcy Court for the Western District of Pennsylvania (the "Bankruptcy Court");

WHEREAS, the Borrower has requested that the Lenders extend credit in the form of new money term loans in an aggregate principal amount of up to $2,500,000;

WHEREAS, the Borrower will derive substantial direct and indirect benefit from the making of extensions of credit under this Agreement; and

WHEREAS, the Lenders are willing to make available to the Borrower such credit facilities on the terms and under the conditions set forth herein.

NOW, THEREFORE, in consideration of the covenants, agreements, representations and warranties set forth in this Agreement, the parties hereto hereby covenant, agree, represent, and warrant as follows:

ARTICLE I
THE CREDIT

1.1 Amounts and Terms of Commitments.

a. Subject to the terms and conditions of this Agreement and in the DIP Order, each Lender severally and not jointly agrees, subject to satisfaction of the applicable conditions set forth in Article II, to make available to the Borrower a multi-draw term loan facility in an aggregate amount equal to up to $2,500,000, with each initial Lender identified in Schedule 1.1 in such amounts as they may agree (such amount being referred to herein as such Lender's "Term Loan Commitment," and such amounts collectively the "Term Loan Commitments"); provided that, notwithstanding anything to the contrary herein, upon entry of the Interim DIP Order, a single Borrowing of the Loan shall be available to the Borrower in an amount not exceeding $800,000; provided further that, upon entry of the Final DIP Order, a single Borrowing of the Loan shall be available to the Borrower in an amount not exceeding $1,700,000.

b. Amounts borrowed as Loans which are repaid or prepaid (whether as an optional prepayment or a mandatory prepayment) may not be reborrowed.

c. The Term Loan Commitments may be reduced (on a ratable basis) as provided in Section 7.2 hereof.

1.2 Evidence of Loans; Notes. The Loans made by each Lender with a Term Loan Commitment are evidenced by this Agreement and, if requested by such Lender, a Term Note (in a form reasonably acceptable to such Lender) payable to such Lender in an amount equal to the unpaid principal balance of the Loans advanced by such Lender.

1.3 Interest, Fees, and Other Amounts.

a. Each Loan shall bear interest on the outstanding principal amount thereof from the date advanced at a rate per annum equal to the U.S. prime rate plus two percent (2%) per annum; provided that, notwithstanding the foregoing, if such interest rate exceeds the maximum interest rate allowed by applicable law, then the interest rate shall instead be the maximum interest rate allowed by applicable law. Accrued interest on the Loans shall be payable, at the sole option of the Borrower, in cash or in kind, or in a combination of cash and in kind, in arrears, on each Interest Payment Date. At least five (5) Business Days prior to each Interest Payment Date (but not earlier than ten (10) Business Days prior to such Interest Payment Date), the Borrower may furnish to the Agent written notice of their election to pay the accrued and unpaid interest on some or all of the Loans in cash, rather than in kind. In the absence of such notice, the accrued and unpaid interest on the applicable Loans shall be paid in kind by adding such interest to the principal amount of the applicable Loans. Following any increase in the principal amount of any Loans, such Loans shall bear interest on such increased principal amount from and after the applicable Interest Payment Date.

b. Upon the occurrence and during the continuation of an Event of Default, all Obligations shall bear interest on the outstanding principal amount thereof at a per annum rate equal to five percent (5%) above the per annum rate otherwise applicable hereunder, but only following the expiration of any applicable cure period under Section 7.1 without cure and upon written notice from the Agent (at the direction of the Required Lenders). Any such notice may impose interest at the default rate only from the date of the occurrence of the related Event of Default and shall not be applied retroactively.

c. All computations of fees, interest, and other amounts payable under this Agreement shall be made on the basis of a 365-day year and actual days elapsed. Interest, fees, and other amounts, as applicable, shall accrue during each period or portion thereof during which interest or such fees are computed from the first day thereof to the last day thereof.

d. Except to the extent provided to the contrary herein, interest, all fees payable hereunder or under any of the other Loan Documents, and all costs and expenses reimbursable hereunder or under any of the other Loan Documents shall be due and payable, in arrears, on each Interest Payment Date. Once paid, the fees or any part thereof earned, due, and

payable hereunder shall not be refundable under any circumstances (except as expressly provided herein, in the DIP Order or otherwise agreed). All fees earned, due, and payable hereunder shall be paid in U.S. Dollars in immediately available funds. For purposes of clarification, any and all of the Lenders' and Agent's expenses reimbursable hereunder that are incurred prior to the date of the Interim DIP Order shall be subject to Bankruptcy Court review and approval before payment by the Borrower.

e. The Borrower shall pay to the Agent (for the benefit of the Lenders) a commitment fee equal to one percent (1%) of the Term Loan Commitments upon the approval of the Interim DIP Order by the Bankruptcy Court (the "Commitment Fee"). The Commitment Fee described above in this Section 1.3(e) shall be earned upon the entry of the Interim DIP Order, shall be nonrefundable for any reason whatsoever except as ordered by the Bankruptcy Court following a finding that such fee is unreasonable, and shall be in addition to any other fees, costs and expenses payable pursuant to the Loan Documents. Notwithstanding the foregoing, the Commitment Fee shall be paid by the Borrower in accordance with the timing and amounts set forth in the Approved Budget. The Commitment Fee shall be payable by the Borrower in immediately available funds, free and clear of and without deduction for any and all present or future applicable taxes, levies, imposts, deductions, charges or withholdings, and liabilities with respect thereto (with appropriate gross-up for withholding taxes).

f. Borrower shall pay an exit fee in an amount equal to two and one-half percent (2.5%) of the aggregate principal amount of Term Loans actually advanced and outstanding at the time of payment in full of the Obligations, other than as a result of a "credit bid" by the Agent in connection with the sale of the Collateral.

1.4 Procedure for Borrowing.

a. The Borrower shall request a Borrowing by written notice delivered to the Agent in the form of a Notice of Borrowing reasonably acceptable to the Agent, which notice must be received prior to 12:00 p.m. (New York City time) on the date which is three (3) Business Days prior to the requested Borrowing date and be executed by the Chief Restructuring Officer of the Borrower. Such Notice of Borrowing shall specify:

i. the amount of the Borrowing;

ii. the proposed uses of the Borrowing in reasonable detail, which uses must be permitted by Section 4.4 hereof;

iii. the requested Borrowing date, which shall be a Business Day; and

iv. the account designated by the Borrower for disbursement of funds.

b. Following receipt of a Notice of Borrowing and upon satisfaction of the applicable conditions set forth in Article II, each Lender shall, before 4:00 p.m. (New York City time) on the requested Borrowing date (or such other time mutually agreed to by the Lenders and the Borrower), make its ratable portion of the proposed Borrowing available to the account

designated by the Borrower in the applicable Notice of Borrowing, in immediately available funds in Dollars.

c. Notwithstanding anything to the contrary in this Section 1.4, the Borrower shall not be required to deliver any written notice for the initial Term Loan Commitment of $800,000 available upon entry of the Interim DIP Order, and each Lender shall make its ratable portion of the proposed Borrowing available the next Business Day after entry of the Interim DIP Order.

1.5 Payments by the Borrower.

a. The Borrower shall repay the full amount of principal outstanding of the Loans, together with all accrued and unpaid interest thereon and all fees and expenses due and owing hereunder, on the earlier of (i) the date of an Acceleration or (ii) the Maturity Date.

b. All payments (including prepayments) made by or on behalf of the Borrower on account of principal, interest, fees, and other amounts required hereunder shall be made without set-off, recoupment, or counterclaim of any kind, and shall, except as otherwise expressly provided herein, be made to the Agent (for the ratable account of the Persons entitled thereto) at the address for payment (or account information) specified in the signature page hereof in relation to the Agent (or such other address (or account information) as the Agent may from time to time specify in accordance with Section 9.2), and shall be made in Dollars and in immediately available funds, no later than 12:00 p.m. (prevailing New York City time) on the date due. All payments received by the Agent after 12:00 p.m. on the date due may be deemed received on the next succeeding Business Day, and any applicable interest or fees shall continue to accrue. The Agent shall promptly distribute to each applicable Lender its pro rata share of such payment in like funds as received by wire transfer to the account designated by each such Lender to the Agent in writing.

c. If any payment hereunder shall be stated to be due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day, and such extension of time shall in such case be included in the computation of interest or fees, as the case may be.

d. Intentionally Omitted.

e. Each payment (excluding scheduled interest and amortization payments, which shall be paid as specified herein) made in respect of the Obligations shall be applied in the following order of priority:

i. first, to any fees or expenses due and owing to the Agent or the Lenders hereunder, until all such fees and expenses have been paid in full;

ii. second, to accrued and unpaid interest on the Term Loans, until all such accrued and unpaid interest has been paid in full;

iii. third, to the then-outstanding principal of the Term Loans, until all such outstanding principal has been paid in full;

iv. last, to pay any other Obligation, until all such Obligations have been paid in full.

In the event of a direct conflict between the priority provisions of this Section 1.5(e) and any other provision contained in any other Loan Document (except for the DIP Orders), it is the intention of the parties hereto that such provisions be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of this Section 1.5(e) shall control and govern. Notwithstanding the foregoing, to the extent there is a conflict between the DIP Orders and any other Loan Document, the DIP Orders shall control and govern.

1.6 Optional Prepayments. The Borrower may, at any time and from time to time, upon written notice to the Agent, voluntarily prepay the Loans in whole or in part, without any premium or penalty. Such notice must be provided at least five (5) Business Days before the prepayment date and must specify the amount and date of the prepayment. Any prepayment of Loans shall include accrued interest on the amount prepaid. The Borrower may select the specific Borrowing or Borrowings (and the order of maturity) to be prepaid. Prepayments shall be made in full without setoff or deductions, and will be distributed by the Agent to the Lenders according to their ratable shares.

1.7 Mandatory Prepayments.

a. Absent order of the Bankruptcy Court to the contrary, within three (3) Business Days of the date of receipt by the Borrower of the Net Cash Proceeds of any disposition (whether through a voluntary or involuntary sale, the loss, destruction or damage thereof or any actual condemnation, confiscation, requisition, seizure or taking thereof or otherwise) of Collateral (other than the sale or replacement of such Collateral in the ordinary course of business), the Borrower shall prepay such portion of the outstanding amount of the Obligations in accordance with Section 1.5(b) in an amount equal to 100% of the Net Cash Proceeds received in connection with such sale or disposition. Such prepayment shall include insurance proceeds, condemnation awards, and payments in lieu thereof. The provisions of this Section 1.7(a) shall not be deemed to be implied consent to any disposition of Collateral otherwise prohibited by the terms and conditions of this Agreement.

b. Absent order of the Bankruptcy Court to the contrary, within three (3) Business Days of the date of incurrence by the Borrower of any Indebtedness (other than Permitted Indebtedness) that is *pari passu* or senior in priority to the Loans hereunder, the Borrower shall prepay the outstanding principal amount of the Obligations in accordance with Section 1.5(b) in an amount equal to 100% of the proceeds received by such Person in connection with the incurrence of such Indebtedness. The provisions of this Section 1.7(b) shall not be deemed to be implied consent to any such incurrence otherwise prohibited by the terms and conditions of this Agreement.

1.8 Termination Date. The Term Loan Commitments shall automatically be reduced to zero and terminate upon the earliest of (A) an Acceleration, (B) the Maturity Date; or (C) the termination of the Term Loan Commitments in accordance with Section 7.2 hereof.

ARTICLE II
CONDITIONS PRECEDENT

2.1 Conditions to Effectiveness of Credit Agreement. The effectiveness of this Agreement and the obligation of each Lender to advance the initial Loan hereunder upon entry of the Interim DIP Order is subject to satisfaction or waiver by the Lenders (in their sole and reasonable discretion) of the following conditions on or prior to the Closing Date:

a. Credit Agreement. The Lenders and the Agent shall have received a counterpart of this Agreement executed by the Borrower.

b. Collateral Matters. The Interim DIP Order that provides the Agent and the Lenders valid and perfected Liens on the Collateral shall have been entered by the Bankruptcy Court.

c. Approved Budget. The Lenders shall have received cash flow projections prepared by the Borrower, in form and substance reasonably acceptable to the Required Lenders (as shown on Exhibit I attached hereto, which may be amended by any Updated Approved Budget, the "Approved Budget") on or prior to the Closing Date; provided that the Approved Budget shall be updated and provided to the Agent on the third Wednesday following the date the prior Approved Budget takes effect and every third Wednesday thereafter, or more frequently at the reasonable discretion of both the Borrower and the Agent, and the Agent shall have the right to approve or reject any such updates (or any amendments) by providing the Borrower specific written notice thereof within two (2) Business Days after the delivery by the Borrower of any such update or amendment ("Updated Approved Budget"), which approval shall not be unreasonably withheld, conditioned, or delayed. To the extent the Agent provides written notice rejecting the updates (or any amendments), such rejection must specify with reasonable particularity the Agent's basis for such rejection, and the then-existing Approved Budget shall continue to constitute the Approved Budget until such time as an update or amendment is approved by the Agent, such approval not to be unreasonably withheld. In the event the Agent does not provide written notice of approval or rejection of the proposed Updated Approved Budget within such two (2) Business Day period, the Updated Approved Budget as proposed by the Borrower shall automatically be deemed approved and shall constitute the Approved Budget.

d. DIP Order. The Interim DIP Order shall have been entered by the Bankruptcy Court, shall be in full force and effect, and shall not have been modified, amended, reversed, stayed or be subject to a motion for re-argument or reconsideration, appealed, or vacated (unless, in each case set forth above, otherwise agreed to by the Required Lenders).

e. Payment of Fees and Expenses. The Borrower shall have reimbursed the Agent and the Lenders for fees, costs, and expenses due and owing pursuant to Section 9.4 (in each case, to the extent invoiced at least one (1) Business Day in advance) as provided in Section 9.4.

f. Intentionally Omitted.

g. Intentionally Omitted.

h. Representations and Warranties. All representations and warranties by the Borrower contained herein or in any other Loan Document shall be true and correct in all material respects (without duplication of any materiality qualifier contained therein) as of such date, except to the extent that such representation or warranty expressly relates to an earlier date (in which event such representation or warranty shall be true and correct in all material respects (without duplication of any materiality qualifier contained therein) as of such earlier date).

i. No Default. No Default or Event of Default shall have occurred or shall be continuing or would result after giving effect to this Agreement and the other Loan Documents.

j. Intentionally Omitted.

2.2 Conditions to Each Borrowing. The obligation of each Lender to advance any Loan hereunder is subject to satisfaction or waiver by the Lenders of the following conditions, each as of the date of such Borrowing:

a. Borrowing Notice. The Agent shall have received a Notice of Borrowing in accordance with Section 1.4(a).

b. DIP Order. (x) With respect to any Borrowing during the Initial Commitment Period, the Interim DIP Order shall have been entered by the Bankruptcy Court, shall be in full force and effect, and shall not have been reversed, modified, amended, stayed or subject to a motion for re- argument or reconsideration, appealed, or vacated (unless, in each case set forth above, otherwise agreed to by the Required Lenders) and (y) with respect to any Borrowing following the expiration of the Initial Commitment Period, the Final DIP Order shall have been entered by the Bankruptcy Court, shall be in full force and effect, and shall not have been reversed, modified, amended, stayed or subject to a motion for re-argument or reconsideration, appealed, or vacated (unless, in each case set forth above, otherwise agreed to by the Required Lenders).

c. Representations and Warranties. All representations and warranties by the Borrower contained herein or in any other Loan Document shall be true and correct in all material respects (without duplication of any materiality qualifier contained therein) as of the date of such Borrowing, except to the extent that such representation or warranty expressly relates to an earlier date (in which event such representation or warranty shall be true and correct in all material respects (without duplication of any materiality qualifier contained therein) as of such earlier date) or as otherwise disclosed to Agent in accordance with this Agreement.

d. No Default. No Default or Event of Default shall have occurred or shall be continuing or would result after giving effect to any Loans.

The request by the Borrower and acceptance by the Borrower of the proceeds of any Loan shall be deemed to constitute, as of the date thereof and the date of such Borrowing, a representation and

warranty by the Borrower that the conditions in this Section 2.2 have been satisfied.

ARTICLE III
REPRESENTATIONS AND WARRANTIES

Borrower represents and warrants to the Agent and each Lender that the following are, and after giving effect to the funding of any Loan will be, true, correct, and complete in all respects:

3.1 Corporate Existence and Power. Borrower:

a. is duly organized, validly existing, and, except as a result of the commencement of the Chapter 11 Case, in good standing under the laws of the jurisdiction of its incorporation, organization, or formation, as applicable;

b. Subject to the necessary approval of the Bankruptcy Court, has the corporate or limited liability company power and authority and all governmental licenses, authorizations, Permits, consents, and approvals to own its assets, carry on its business as now conducted and as proposed to be conducted, and, subject to the entry of the DIP Order, to execute, deliver, and perform its obligations under the Loan Documents to which it is a party;

c. Except as a result of the commencement of the Chapter 11 Case, is duly qualified and in good standing, under the laws of each jurisdiction where its ownership, lease, or operation of Property or the conduct of its business requires such qualification, except where the failure to so qualify or to so be in good standing has not had and would not reasonably be expected to have a Material Adverse Effect; and

d. to the Chief Restructuring Officer's actual knowledge, is in compliance with all Requirements of Law, except to the extent that the failure to comply therewith would not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

3.2 Corporate Authorization; No Contravention. Subject to the entry of the DIP Order, the execution, delivery, and performance by Borrower of this Agreement and each other Loan Document shall have been duly authorized by all necessary corporate action, and shall not and will not:

a. contravene the terms of any of Borrower's Organization Documents; or

b. other than as a result of the commencement of the Chapter 11 Case, conflict with or result in any breach or contravention of, or result in the creation of any Lien under, any document evidencing any contractual obligation to which Borrower is a party (other than as disclosed to Agent prior to the Closing Date), or any order, injunction, writ, or decree of any Governmental Authority to which Borrower or its Property is subject; or

c. to the Chief Restructuring Officer's actual knowledge, violate any Requirement of Law binding on Borrower or its Property, except to the extent that any such violation would not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

3.3 Governmental Authorization; Consents. Subject to the entry of the DIP Order, no material approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority or any other Person is necessary or required in connection with the Borrower's operation of its business except those obtained or made on or prior to the date hereof.

3.4 Binding Effect. Subject to the entry of the DIP Order, this Agreement and each other Loan Document shall constitute the legal, valid, and binding obligations of Borrower, enforceable against Borrower in accordance with its respective terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

3.5 Intentionally Omitted.

3.6 Ownership and Possession of Property. Borrower has good and valid title to (or a valid leasehold interest in or contractual right to), its Collateral as is necessary or used in the ordinary conduct of its business.

3.7 Full Disclosure. None of the representations or warranties made by Borrower in the Loan Documents as of the date such representations and warranties are made or deemed made, and none of the statements contained in each exhibit, report, statement, or certificate furnished by or on behalf of Borrower in connection with the Loan Documents (including the offering and disclosure materials, if any, delivered by or on behalf of Borrower to the Agent or the Lenders prior to the date hereof), contains any untrue statement of a material fact or omits any material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they are made, not misleading as of the time when made or delivered; provided that, with respect to any projections, Borrower represents only that such projections were prepared in good faith based upon estimates, information, and assumptions believed to be reasonable.

3.8 Sanctions, Foreign Assets Control Regulations, and Anti-Money Laundering. To the extent applicable, and to the Chief Restructuring Officer's actual knowledge, Borrower and each controlled subsidiary of Borrower, if any, are in compliance in all material respects with all applicable economic sanctions laws, executive orders and implementing regulations of the United States, including but not limited to those promulgated by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), and of the United Nations Security Council, the European Union or any member state thereof, and the United Kingdom, and any other similar laws to which Borrower is subject ("Sanctions"), and all applicable anti-money laundering and counter-terrorism financing laws, including the U.S. Money Laundering Control Act, the Bank Secrecy Act and all regulations issued pursuant to it, and any other similar laws to which Borrower is subject. Neither Borrower nor (to Borrower's knowledge) any of its members, managers, directors, officers, employees, or agents is organized, resident, or located in a country or territory that is itself the target of comprehensive or country-wide sanctions at any relevant time (currently Cuba, Iran, Syria, North Korea, Sudan, the Crimea region, and the so-called Donetsk People's Republic and Luhansk People's Republic), or is otherwise the subject or target of any Sanctions or is owned or controlled by one or more Person that are the subject or target of any Sanctions, including but not

limited to (a) a Person designated by the U.S. government on the list of the Specially Designated Nationals and Blocked Persons (the "SDN List") with which a U.S. Person cannot deal with or otherwise engage in business transactions, (b) a Person who is otherwise the target of U.S. economic sanctions laws such that a U.S. Person cannot deal or otherwise engage in business transactions with such Person, or (c) a Person controlled by (including by virtue of the sanctioned person or entity being a director or owning voting shares or interests), or who is acting, directly or indirectly, for or on behalf of, any person or entity on the SDN List or a foreign government that is the target of U.S. economic sanctions prohibitions such that the entry into, or performance under, this Agreement or any other Loan Document would be prohibited under U.S. law. No part of the proceeds will be used directly or indirectly for the purpose of financing, or with respect to, any activities or business of or with any country or person that is the subject or target of Sanctions.

3.9 Foreign Corrupt Practices Act. No part of the proceeds of any Loan will be used directly or indirectly for any payments to any government official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain, or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977.

3.10 Fraudulent Transfer. No transfer of property is being made by Borrower and no obligation is being incurred by Borrower in connection with the transactions contemplated by this Agreement or the other Loan Documents with the intent to hinder, delay or defraud either present or future creditors of Borrower.

3.11 Payment of Taxes. All material United States federal, state and local and non-U.S. tax returns and reports of Borrower required to be filed by Borrower or with respect to the Collateral have been filed. Except as otherwise disclosed to Agent, all material United States federal, state and local and non-U.S. Taxes, assessments, fees and other governmental charges levied or imposed upon Borrower or Borrower's properties, income or assets or upon any Collateral, in each case, that are due and payable have been paid (whether or not shown on any tax return), other than Taxes that are being stayed or contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves are being maintained to the extent required in accordance with GAAP. Borrower has satisfied all of its material withholding Tax obligations. Except as otherwise disclosed to Agent, Borrower is not aware of any proposed Tax assessment against Borrower or the Collateral with respect to material United States federal, state or local or non-U.S. Taxes.

3.12 Collateral.

a. Subject to the approval of the Bankruptcy Court and upon entry of the Interim DIP Order and Final DIP Order, Borrower has full right and power to grant to the Agent a perfected, security interest and Lien, in accordance with the required lien priority, on Borrower's respective interests in the Collateral pursuant to this Agreement and the other Loan Documents.

b. Except as disclosed to Agent or its advisors, to the best of Borrower's knowledge, no financing statement, mortgage or any other evidence of liens relating to any of the Collateral granted by Borrower is on file in any public office except those on behalf of the Agent

and lenders.

c. To the best of Borrower's knowledge, subject to the terms of contracts and leases constituting Collateral, it is not party or otherwise subject to any agreement, document or instrument that conflicts with this Section 3.12.

ARTICLE IV
AFFIRMATIVE COVENANTS

Borrower covenants and agrees that, so long as any Lender shall have any Term Loan Commitment hereunder, or any Loan shall remain unpaid, unsatisfied or outstanding:

4.1 Notices; Other Information.

a. Borrower shall promptly forward or make available to the Agent and the Lenders any such business, financial, corporate affairs and other information regarding Borrower and the Collateral as the Agent or any Lender may from time to time reasonably request. For the avoidance of doubt, each Lender may share any such information, on a confidential basis, with any of such Lender's affiliates, employees, and financing sources.

b. Borrower shall deliver to the Agent and the Lenders (i) promptly upon it becoming aware of any Default, notice of such Default, and (ii) promptly upon becoming aware of any litigation threatened in writing against Borrower or filed (other than any adversary proceeding or motion filed in the Chapter 11 Case), or any event (other than events of public knowledge in the Chapter 11 Case), which would reasonably be expected to have a Material Adverse Effect, notice of such event.

4.2 Financial Reporting Requirements.

a. Borrower shall deliver to each Lender, in a form reasonably satisfactory to the Lenders, in their reasonable discretion, as soon as practically available in the ordinary course of business, but in any event no later than: (i) thirty (30) days following the end of each of the first three quarterly periods of each fiscal year, a copy of the unaudited consolidated financial statements of Borrower and its consolidated subsidiaries, if any, as at the end of such quarter, consisting of a balance sheet, and related statements of operations, income, retained earnings, and owners' equity balance sheet of Borrower for such quarter and the portion of the fiscal year through the end of such quarter, setting forth in each case, in comparative form the figures for and as of the corresponding periods of the previous year, and (ii) sixty (60) days following the end of each fiscal year, a copy of the unaudited consolidated financial statements of Borrower as at the end of such fiscal year, consisting of a balance sheet, and related statements of operations, income, retained earnings, and owners' equity balance sheet of Borrower for such fiscal year, setting forth in each case, in comparative form the figures for and as of the corresponding periods of the previous year.

b. Borrower shall deliver to the Lenders, in a form reasonably satisfactory to the Lenders, on a weekly basis (commencing on the first Friday after the Closing Date), a report

of (i) Borrower's cash position, (ii) a summary reconciliation of the actual use of proceeds of any previous Borrowing as compared to the anticipated use of proceeds of such Borrowings as set forth in the Approved Budget and (iii) all professional fees and expenses incurred by the Borrower and the Subchapter V Trustee during such period in connection with the Chapter 11 Case, for the week period which ended on the immediately preceding Friday.

c. All financial statements shall be prepared, and shall be complete, correct and fairly presenting in all material respects, in each case in accordance with GAAP consistently applied with prior periods and reflecting the financial position and results of operations of Borrower (provided that interim financial statements shall not be required to have footnote disclosure and may be subject to normal year-end adjustments). Borrower agrees to maintain a system of accounting that enables Borrower to produce unaudited financial statements in accordance with GAAP.

4.3 Compliance with Laws; Maintenance of Existence. Borrower (a) shall comply with all Requirements of Law of any Governmental Authority having jurisdiction over it or its business, except where the failure to comply would not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect, (b) shall preserve, renew, and keep in full force and effect its organizational existence (including being in good standing in its jurisdiction of incorporation or formation, except to the extent such failure to remain in good standing results from the commencement of the Chapter 11 Case or would not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect), and (c) shall take all commercially reasonable action to maintain all necessary or desirable governmental licenses, authorizations, Permits, consents, and approvals to own its assets and carry on its business.

4.4 Use of Proceeds. Subject to the terms of the DIP Order, the proceeds of the Loans shall be used solely to (a) pay reasonable fees, costs, and expenses of the Agent and the Lenders as contemplated by the Loan Documents, (b) provide working capital and for other general corporate purposes of the Borrower, subject to the Approved Budget and (c) pay professional fees and other administration costs of the Chapter 11 Case, subject to the Approved Budget.

4.5 Further Assurances. Without any further order of the Bankruptcy Court, and subject to the terms of the DIP Orders, promptly upon request by the Agent (and the Agent shall make such request upon the direction of the Lenders), Borrower shall take such additional actions and execute such documents as the Agent or the Lenders may reasonably require from time to time in order (a) to carry out more effectively the purposes of this Agreement or any other Loan Document, (b) to subject to the Liens created by any of the Collateral Documents all of the Collateral, (c) to perfect and maintain the validity, effectiveness, and priority of any of the Collateral Documents and the Liens created thereby, and (d) to better assure, convey, grant, assign, transfer, preserve, protect, and confirm to the Agent and the Lenders the rights granted or now or hereafter intended to be granted to the Agent or the Lenders under any Loan Document.

4.6 Bankruptcy Matters.

a. Borrower shall comply with the DIP Order in all respects.

b. Borrower shall deliver to the Agent and the Lenders (i) as soon as practicable in advance of filing with the Bankruptcy Court (but at least two (2) days prior to filing), the proposed DIP Order and pleadings proposed to be filed seeking approval of the Loans (which, in each case, must be in form and substance reasonably satisfactory to the Agent and the Lenders prior to being filed), any other material filings proposed to be filed in the Chapter 11 Case, any plan of reorganization or liquidation, and any disclosure statement related to such plan; and (ii) reasonable access to information (including historical information) and senior management personnel.

4.7 OFAC; Anti-Money Laundering. Borrower shall comply with the laws, regulations, and executive orders referred to in Sections 3.8 and 3.9.

4.8 Insurance. At the Borrower's expense, Borrower shall maintain insurance with respect to its properties and assets covering loss or damage by fire, theft, explosion, and all other hazards and risks as ordinarily are insured against by other Persons engaged in the same or similar businesses and consistent with the Borrower's usual and customary insurance policies. Borrower shall maintain general liability, director's and officer's liability insurance, fiduciary liability insurance, employment practices liability insurance, as well as insurance against larceny, embezzlement, and criminal misappropriation. All such policies of insurance shall be with responsible and reputable insurance companies and in such amounts as is carried generally in accordance with sound business practice by companies in similar businesses similarly situated and located and in any event in amount, adequacy and scope reasonably satisfactory to the Agent. Subject to the Permitted Liens, all property insurance policies covering the Collateral are to be made payable to the Agent for the benefit of Lenders, in case of loss, pursuant to a standard loss payable endorsement with a standard non-contributory "lender" or "secured party" clause and are to contain such other provisions as the Agent may reasonably require to fully protect the Agent's and Lenders' interest in the Collateral and any payments to be made under such policies. All certificates of property and general liability insurance are to be delivered to the Agent within 15 days of the Petition Date, with the loss payable (but only in respect of Collateral) and additional insured endorsements in favor of the Agent and shall provide for not less than thirty (30) days (ten (10) days in the case of non-payment) prior written notice to the Agent of the exercise of any right of cancellation. If the Borrower fails to maintain the insurance required by this Section 4.8, Lender may arrange for such insurance, but at Borrower's expense and without any responsibility on the Agent's part for obtaining the insurance, the solvency of the insurance companies, the adequacy of the coverage, or the collection of claims. Borrower shall give the Agent prompt notice of any loss covered by its casualty or business interruption insurance. Upon the occurrence and during the continuance of an Event of Default, subject to the Permitted Liens, Agent shall have the sole right to file claims under any property and general liability insurance policies in respect of the Collateral, to receive, receipt and give acquittance for any payments that may be payable thereunder, and to execute any and all endorsements, receipts, releases, assignments, reassignments or other documents that may be necessary to effect the collection, compromise or settlement of any claims under any such insurance policies; provided, however, that in the event the Agent does not exercise such rights, Borrower may exercise those rights in its discretion. All such costs and expenses related to maintenance of insurance in this Section 4.8 shall be referenced and included in the Approved Budget.

4.9 Maintenance of Properties; Permits. Borrower shall (a) maintain and preserve the Collateral that is necessary to the proper conduct of its business in good working order and condition, ordinary wear, tear, and casualty excepted, to the extent permitted by the Approved Budget, (b) comply with the material provisions of all material leases related to the Collateral pledged by it, so as to prevent the loss or forfeiture thereof, except to the extent such loss or forfeiture thereof would not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect; and (c) maintain, comply with and keep in full force and effect its material Permits with respect to the Collateral pledged by it.

4.10 Taxes. Borrower shall or shall cause all assessments and Taxes imposed, levied, or assessed against the Borrower or any Collateral to be paid in full as the same shall become due and payable, before delinquency or before the expiration of any extension period, except to the extent that failure to do so is permitted by an order of the Bankruptcy Court in the Chapter 11 Case or otherwise pursuant to a plan of reorganization approved by the Lenders.

4.11 Books and Records; Inspection. Borrower will maintain proper books of record and account in which entries that are full, true and correct in all material respects and are in conformity with GAAP consistently applied shall be made of all material financial transactions and matters involving the assets and business of Borrower occurring from and after the Closing Date. Borrower shall permit the Agent and each of its duly authorized representatives or agent to visit any of its properties and inspect any of its Collateral or books and records, to conduct appraisals and valuations, to examine and make copies of its books and records, and to discuss its affairs, finances, and accounts with, and to be advised as to the same by, its officers and employees at such reasonable times and intervals as Lender may reasonably require and, so long as no Default or Event of Default exists, with reasonable prior notice to Borrower.

4.12 Environmental. Borrower shall:

a. not cause the Collateral owned or operated by it to be subject to any Environmental Liens;

b. comply with all applicable Environmental Laws, except where the failure to so comply would not reasonably be expected to result in a Material Adverse Effect;

c. promptly notify the Agent of any release of which Borrower has knowledge of a Hazardous Material in any reportable quantity from or onto property owned or operated by Borrower in violation of Environmental Laws that would reasonably be expected to result in a Material Adverse Effect; and

d. promptly, but in any event within five (5) Business Days of its receipt thereof, provide the Agent with written notice of any of the following: (i) written notice that an Environmental Lien has been filed against any of the Collateral, (ii) commencement of any Environmental Action or written notice that an Environmental Action will be filed against Borrower, and (iii) written notice of a violation, citation, or other administrative order from a Governmental Authority.

4.13 Disclosure Updates. Borrower shall promptly, and in no event later than one (1) Business Day, after obtaining actual knowledge thereof, notify the Agent of any material inaccuracy or material misstatements contained in any schedule or report delivered by or on behalf of Borrower pursuant to the terms of this Agreement. The foregoing to the contrary notwithstanding, any notification pursuant to the foregoing provision will not cure or remedy the effect of the prior material inaccuracy or material misstatement nor shall any such notification have the effect of amending or modifying this Agreement or any of the schedules or reports hereto.

4.14 Intentionally Omitted.

4.15 Approved Budget. Borrower shall comply with the Approved Budget, subject to the Permitted Variance. Notwithstanding anything to the contrary herein, Borrower's compliance shall continue to and through the Maturity Date.

4.16 Variance. Borrower shall not be deemed in default of this Section 4.15 (with respect to compliance with the Approved Budget) solely by reason of a variance in actual disbursements from projected disbursements in the Approved Budget of not more than fifteen percent (15%) measured on a cumulative basis against cumulative operating disbursements set forth in the Approved Budget, with such variance measurement commencing after the fourth week following the Closing Date and tested bi-weekly thereafter (the "Permitted Variance"). Any cumulative variance in excess of the Permitted Variance shall constitute a default under this Agreement subject to the cure periods set forth in Section 7.1(c). Notwithstanding anything to the contrary herein, Borrower's compliance shall continue to and through the Maturity Date.

4.17 Milestones. Borrower shall timely perform and deliver each of the actions and/or items set forth on **Exhibit II** attached hereto (each a "Milestone") on or before the dates specified therein (provided that any milestone deadline occurring on a day that is not a Business Day will automatically be extended to the following Business Day); provided, further, that (a) any failure to satisfy a Milestone shall not constitute an Event of Default unless such failure remains uncured for five (5) Business Days following written notice from the Agent to the Borrower of such failure, and (b) any Milestone deadline may be extended by either (i) written agreement of the Borrower, Agent, and Required Lenders or (ii) order of the Bankruptcy Court. Notwithstanding anything to the contrary herein, Borrower's compliance shall continue to and through the Maturity Date unless modified by consent of the Required Lenders (which shall not be unreasonably withheld) and/or an order of the Bankruptcy Court extending any of the Milestones.

ARTICLE V
NEGATIVE COVENANTS

The Borrower hereby covenants and agrees that, on and after the effective date of this Agreement and until the Maturity Date, except as contemplated by an Acceptable Plan, and absent an order of the Bankruptcy Court to the contrary, without the prior written consent of the Required Lenders (which may be evidenced by an email from the Agent's counsel), the Borrower will not, directly or indirectly:

5.1 Limitation on Liens. (a) Except as provided in the DIP Order then in effect, make,

create, incur, assume, or suffer to exist any Lien upon or with respect to any of its property or assets, including the Collateral, of any kind, whether now owned or hereafter acquired, or any income or profits therefrom, other than Permitted Liens, without the prior written consent of the Required Lenders, or (b) enter into after the date hereof or allow to exist any contractual obligations (other than this Agreement and, subject to the DIP Order, the Senior Obligations) that limit the ability of the Borrower to create, incur, answer, or suffer to exist Liens on the Collateral in favor of the Lenders with respect to the Loans and the Obligations hereunder.

5.2 Intentionally Omitted.

5.3 Additional Bankruptcy Matters.

a. Object to or contest the validity or enforceability of any DIP Order, any Liens granted to the Agent and the Lenders therein, or any terms of the Loan Documents or cooperate with any party with respect to such objection or contest;

b. Seek, consent to, incur, assume, create, permit, or suffer to exist, without the prior written consent of the Agent and the Lenders (i) any material modification, amendment, stay, or vacation of the DIP Order; (ii) any Bankruptcy Court order materially impacting this financing or the Collateral in the Chapter 11 Case; (iii) a claim for any administrative expense or unsecured claim which is *pari passu* with or senior to the Superpriority Claim of the Agent and the Lenders in respect of the Obligations, except for the Carve-Out and the Permitted Liens; or (iv) any Lien on any Collateral having a priority equal or senior to the Liens in favor of the Agent and the Lenders in respect of the Obligations (subject to the Carve-Out and Permitted Senior Liens);

c. Make any material expenditure except of the type and the amount provided for in the Approved Budget, provided that the Borrower may make expenditures as permitted by an order of the Bankruptcy Court (such order being in form and substance satisfactory to the Agent and the Lenders);

d. Take any action reasonably expected to frustrate the effectiveness of this Agreement, without the prior written consent of the Lenders;

e. Assert any claim against any Lender under Section 506(c) of the Bankruptcy Code or any equitable remedy of marshalling;

f. Assert, join, investigate, support or prosecute any claim or cause of action against any of the Lenders or Agent under or arising out of the Loan Documents (other than claims arising from gross negligence or willful misconduct by the Agent or any Lender, all of which are expressly preserved), unless such claim or cause of action is in connection with the enforcement of the Loan Documents against the Agent or Lenders;

g. File a plan of reorganization or any related documents, including a disclosure statement and any plan supplement, that is inconsistent in any material respect with an Acceptable Plan;

h. File any motion to sell any of the Borrower's assets or establish bidding procedures in connection therewith unless such motion and proposed order is acceptable to the Lenders in their reasonable discretion, which shall not be unreasonably withheld or delayed if the proposed sale would result in payment in full in cash of all Obligations upon closing; or

i. Delay, prevent or interfere with in any material manner the exercise of rights and remedies by the Agent or the Lenders with respect to the Collateral following the occurrence of an Event of Default.

5.4 Restrictions on Fundamental Changes. (a) Enter into any merger, consolidation, reorganization, or recapitalization, or reclassify its equity interests, (b) liquidate, wind up, or dissolve itself (or suffer any liquidation or dissolution), (c) suspend or close a material portion of its business, (d) divide into two or more Persons pursuant to a "plan of division" or similar method, or (e) create, or reorganize into, one or more Persons, in each case, as contemplated under the laws of any jurisdiction; provided, however, that the restrictions described in clauses (a) through (e) above shall apply only to the extent that any such transactions do not provide for the payment in full and in cash, of all Loans hereunder.

5.5 Disposal of Assets. Convey, sell, lease, license, assign, transfer, or otherwise dispose of (or enter into an agreement to convey, sell, lease, license, assign, transfer, or otherwise dispose of) (a) all or substantially all of the Collateral; provided, however, that such actions are not prohibited if (i) approved by the Agent and the Required Lenders and the Bankruptcy Court, and (ii) the proceeds from such transaction provides for payment in full and in cash of all Obligations, and (b) any Collateral outside the ordinary course of business; provided, however, that such actions are not prohibited if (i) approved by the Agent and the Required Lenders and the Bankruptcy Court, and (ii) all proceeds from such Collateral are applied to repay the Obligations.

5.6 Change Name. Change its name, state of organization, or organizational identity.

5.7 Nature of Business. Make any change in the nature of its business or acquire any properties or assets that are not reasonably related to the conduct of such business activities; provided, that the foregoing shall not prevent the Borrower from (i) engaging in any business that is reasonably related or ancillary to its or their business, or (ii) complying with any requirement of the Bankruptcy Code.

5.8 Change of Control. Cause, permit, or suffer, directly or indirectly, any Change of Control unless such transaction constituting a Change of Control provides for payment in full and in cash of all Obligations.

5.9 Accounting Methods. Modify or change its fiscal year or its method of accounting (other than as may be required to conform to GAAP) and as otherwise permitted hereunder.

5.10 Transactions with Affiliates. Other than of a type consistent with intercompany arrangements existing on the date hereof, enter into or permit to exist any transaction (including the purchase, sale, lease or exchange of any property or the rendering of any service) with any Affiliate on terms that are less favorable to the Borrower or such subsidiary, as the case may be,

than those that might be obtained at the time from Persons who are not such an Affiliate.

5.11 Chapter 11 Case. Seek, consent or suffer to exist, as applicable, (a) any modification, stay, vacation or amendment to the DIP Orders; (b) in connection with the Collateral, a priority claim for any administrative expense or unsecured claim against the Borrower (now existing or hereafter arising of any kind or nature whatsoever, including, without limitation, any administrative expense of any kind specified in Section 503(b), 506(b) or (c) or 507(b) of the Bankruptcy Code) equal to or superior to the priority claim of the Agent or any Lender in respect to the Collateral; and (c) any Lien on Collateral having a priority equal or superior to the Liens in favor of the Agent in respect of the Obligations (other than the Permitted Liens).

5.12 Plan. Propose and/or support any plan or reorganization or liquidation that is not an Acceptable Plan.

5.13 Acquisitions, Loans or Investments. Make any acquisition, advance, loan or any other investment of any kind or nature to any Person other than acquisitions of inventory in the ordinary course of the Borrower's business; provided, however, that the Borrower shall be permitted to make any acquisition, advance, loan or any other investment of any kind or nature to the extent necessary, if approved by the Bankruptcy Court.

5.14 Payments on Indebtedness. Make any payment with respect to any Indebtedness other than with respect to (i) the Obligations, (ii) repayment of prepetition Indebtedness approved by the Agent and the Required Lenders and the Bankruptcy Court, (iii) regularly scheduled payments of junior indebtedness that is subordinated in writing to the Obligations as may be approved by the Agent and the Required Lenders and (iv) trade payables incurred in the ordinary course of business, in each case, subject in all respects to the Approved Budget.

5.15 Restricted Transactions. (a) Make a public announcement in respect of, enter into any agreement or letter of intent with respect to, attempt to consummate or support any third party's attempt to consummate any transaction or agreement that would adversely impact the Loans or consummation of an Acceptable Plan, or (b) become a general partner in any general or limited partnership or joint venture.

5.16 Termination or Severance Payments. Without the prior written consent of the Required Lenders, make any termination or severance payment to any executive or employee of the Borrower, except in an aggregate amount not to exceed $100,000 in total for all such payments.

ARTICLE VI
SUPERPRIORITY CLAIMS, COLLATERAL, ETC.

6.1 Grant of Security. To secure the prompt payment and performance of any and all Obligations, Borrower hereby pledges, assigns, and grants to the Agent, for the benefit of the Lenders, pursuant to sections 364(c)(2) and 364(c)(3) of the Bankruptcy Code, effective as of the date of entry of the Interim DIP Order, a valid and automatically perfected Lien and security interest in the Collateral (the "DIP Liens"). The DIP Liens shall exclude avoidance actions under Chapter 5 of the Bankruptcy Code ("Avoidance Actions"), provided that, upon entry of the Final

DIP Order, Collateral shall include a senior lien on the proceeds of such Avoidance Actions ("Avoidance Proceeds") but not the Avoidance Actions, themselves. Notwithstanding anything to the contrary herein, the DIP Liens granted herein shall be junior and subordinate in all respects to, but only to, (i) the Carve-Out and (ii) any Permitted Senior Liens.

6.2 Administrative Priority. Borrower agrees that all Obligations hereunder shall constitute an allowed Superpriority Claim against it, pursuant to section 364(c)(1) of the Bankruptcy Code; provided that the Superpriority Claims with respect to the Obligations shall be junior and subordinate in all respects to, but only to, the Carve-Out.

6.3 No Filings Required. The DIP Liens shall be deemed valid and perfected and duly recorded by entry of the DIP Order. Except for the registrations set forth in Section 4.5, neither the Agent nor the Lenders shall be required to file any financing statements, mortgages, notices of Lien or similar instruments in any jurisdiction or filing office or to take any other action in order to validate or perfect the Liens granted by or pursuant to the DIP Order or this Agreement. Notwithstanding the foregoing, Borrower irrevocably authorizes the Agent to prepare and file financing statements, including, without limitation, describing such property as "all assets, whether now owned or hereafter acquired, developed or created" or words of similar effect, to perfect the Agent's security interest in the Collateral, in all jurisdictions in which the Agent believes in its sole opinion that such filing is appropriate. Borrower also irrevocably authorizes the Agent to file such continuation statements and amendments and to take such other action as may be required or appropriate, in either case, in Agent's sole judgment, in order to perfect and to continue the perfection of Agent's security interests in the Collateral, unless prohibited by applicable law.

6.4 No Discharge; Survival of Claims. Borrower agrees that the Obligations shall not be discharged by the entry of an order confirming a plan of reorganization or liquidation and hereby waives any such discharge, unless all Term Loan Commitments have been terminated and the Obligations (other than contingent indemnity or reimbursement Obligations for which no claim has been asserted) have been indefeasibly paid in full in cash, or otherwise satisfied pursuant to Section 1.8 hereof on or before the effective date of such plan.

6.5 Prohibition on Surcharge. Subject to entry of the Final DIP Order, no Person shall be permitted to surcharge the Collateral under section 506(c) of the Bankruptcy Code for costs and expenses that are attributable to the reasonable costs of preserving or liquidating the Collateral, except for the Carve-Out. Until the termination of this Agreement or the dismissal of the Chapter 11 Case, the Bankruptcy Court will retain jurisdiction over the Collateral for the purpose of enforcing this Article VI.

6.6 Marshalling Obligations. Subject to entry of the Final DIP Order, the Agent and the Lenders shall not be subject to the equitable doctrine of marshalling solely with respect to the Collateral (excluding Avoidance Proceeds) in connection with the enforcement of the DIP Liens. Notwithstanding the foregoing, the Agent and the Lenders shall be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code; provided, however, that the "equities of the case" exception under section 552(b) of the Bankruptcy Code shall be available to all parties in interest with respect to Avoidance Proceeds and any proceeds of claims against Affiliates of the Lenders or the Agent.

ARTICLE VII
EVENTS OF DEFAULT

7.1 Events of Default. Any of the following shall constitute an "Event of Default":

a. Non-Payment. The Borrower fails to pay (i) any principal or interest on any Loan when and as required to be paid herein, and such failure continues for three (3) Business Days after the date such payment was due, or (ii) any other Obligation within five (5) Business Days from the date that such amount has become due, so long as Lender advances such sums.

b. Representation or Warranty. Any representation, warranty or certification by or on behalf of the Borrower made or deemed made herein, in any other Loan Document, or which is contained in any certificate, document, or financial or other statement by any such Person, or their respective Responsible Officers, furnished at any time under this Agreement, or in or under any other Loan Document, shall prove to have been incorrect in any material respect (without duplication of other materiality qualifiers contained therein) on or as of the date made or deemed made, and such condition is not cured within five (5) Business Days after the date upon which (a) such default is known or reasonably should have been known to any officer of Borrower or (b) Borrower has received notice thereof.

c. Covenant Default. The Borrower shall default in the observance or performance of any agreement contained in Sections 4.15 and 4.16, or Article V of this Agreement, and such default shall continue unremedied for a period of ten (10) Business Days after the earlier to occur of (x) the date upon which a Responsible Officer of Borrower becomes aware of such default and (y) the date upon which written notice thereof is given to Borrower by the Agent; provided, however, that with respect to any default under Section 4.17 (Milestones), the Agent and Borrower shall negotiate in good faith during such cure period to agree on a modification of the applicable Milestone, and such cure period shall be extended by an additional fifteen (15) Business Days if the Borrower demonstrates to the Agent that it is diligently working to cure such default.

d. Other Covenant Defaults. The Borrower fails to perform or observe any term, covenant or agreement contained in this Agreement (other than as provided in paragraphs (a) through (c) of this Section 7.1) or any other Loan Document in any material respect, and such default shall continue unremedied for a period of five (5) Business Days after the earlier to occur of (x) the date upon which a Responsible Officer of Borrower becomes aware of such default and (y) the date upon which notice thereof is given to Borrower by the Agent.

e. Bankruptcy Defaults. The occurrence of any of the following in the Chapter 11 Case, and such occurrence is not cured within five (5) Business Days after the Borrower receives notice thereof:

i. other than in connection with the payment in full or other satisfaction or refinancing of the Obligations, the filing of any motion, taking of any action or the filing of any reorganization or liquidation plan or disclosure statement in the Chapter 11 Case by the Borrower (A) to obtain financing under section 364(c) or (d) of the Bankruptcy Code that is senior to or *pari passu* with the financing provided under this Agreement, (B) to grant any Lien

upon or affecting any Collateral that is senior to or *pari passu* with the Liens granted under the Collateral Documents, (C) to obtain administrative expense priority that is senior to or *pari passu* with the Obligations, except as expressly permitted in the DIP Order, or (D) that is otherwise materially adverse to the rights and remedies granted to the Agent or the Lenders hereunder or under the DIP Order;

ii. this Agreement, any of the other Loan Documents or the DIP Order for any reason ceases to be in full force and effect or is declared to be null and void by a court of competent jurisdiction, or the Borrower shall seek to, or shall support (in any such case by way of any motion or other pleading filed with the Bankruptcy Court or any other writing to another party-in-interest executed by or on behalf of Borrower or such Person) any other Person's motion to disallow in whole or in part the Agent's or the Lenders' claims in respect of the Obligations, to challenge the validity of any portion of the Loan Documents, the Loans, the DIP Liens, or the Obligations, or enforceability of the same, or which seeks to void, limit, subordinate or otherwise adversely affect any payment pursuant to the Loan Documents or the DIP Orders;

iii. the filing by the Borrower of a motion or other pleading seeking entry of an order, or the Bankruptcy Court shall enter any order, revoking, reversing, staying, vacating, rescinding, or materially modifying, supplementing, or amending the DIP Order currently in effect or any Loan Document, in each case except upon the Agent's prior written request at the direction of the Required Lenders or with the prior written consent of the Required Lenders in their sole discretion;

iv. the Bankruptcy Court shall enter any order (A) appointing a chapter 11 trustee under section 1104 of the Bankruptcy Code in the Chapter 11 Case or (B) appointing an examiner with enlarged powers (powers beyond those set forth in section 1106(a)(3) and (4) of the Bankruptcy Code) under section 1106(b) of the Bankruptcy Code in the Chapter 11 Case or otherwise, in each case without the prior written consent of the Required Lenders in their sole discretion;

v. the filing by the Borrower or any controlled subsidiary thereof of a motion or other pleading seeking entry of an order converting the Chapter 11 Case to a case under Chapter 7 of the Bankruptcy Code, or dismissing the Chapter 11 Case or any subsequent Chapter 7 case either voluntarily or involuntarily and the Obligations are not simultaneously indefeasibly paid in full;

vi. an order is entered converting the Chapter 11 Case to a case under Chapter 7 of the Bankruptcy Code, or dismissing the Chapter 11 Case or any subsequent Chapter 7 case either voluntarily or involuntarily and the Obligations are not simultaneously indefeasibly paid in full;

vii. the entry of an order in the Chapter 11 Case (A) charging any of the Collateral under section 506(c) of the Bankruptcy Code, section 552 of the Bankruptcy Code, or any other section of the Bankruptcy Code against the Agent or the Lenders; or (B) avoiding, limiting, modifying, subordinating, or recharacterizing any of the Obligations or requiring disgorgement by the Lenders of any amounts received in respect of the Obligations;

viii. the entry of an order which provides relief from the automatic stay otherwise imposed pursuant to section 362 of the Bankruptcy Code, which order permits any creditor, other than the Lenders, to realize upon, or to exercise any right or remedy with respect to, the Collateral, provided that no Event of Default shall arise under this clause (b)(viii) if such order is entered into with the prior written consent of the Required Lenders;

ix. payment by the Borrower of prepetition debt (other than as approved by the Bankruptcy Court and as otherwise contemplated by this Agreement, the DIP Order, an Acceptable Plan, or with the prior written consent of the Required Lenders, which shall not be unreasonably withheld (which may be evidenced by an email from the Agent's counsel));

x. without the prior written consent of the Required Lenders in their reasonable discretion, (A) if a plan of reorganization or liquidation is filed by the Borrower in the Chapter 11 Case, or an order shall be entered by the Bankruptcy Court confirming any plan in the Chapter 11 Case, that is not an Acceptable Plan, or (B) the Borrower withdraws any Acceptable Plan after having been filed in the Chapter 11 Case;

xi. the occurrence of any default or Event of Default under the DIP Order and the continuance thereof after any grace or cure period provided in such order or granted by order of a court in such Chapter 11 Case;

xii. a chapter 11 plan is confirmed that does not provide for the payment in full in cash of all Obligations on the effective date thereof, together with the releases, waivers and indemnification for the Lenders and their officers, directors, employees, attorneys, and agents, including the Agent;

xiii. the DIP Order is modified, reversed, revoked, remanded, stayed, rescinded, vacated or amended on appeal or by the Bankruptcy Court without the prior written consent of the Required Lenders;

xiv. intentionally omitted;

xv. the entry of any order approving any bidding procedures that disallows, or limits, the Lenders' credit bid;

xvi. without the written consent of the Required Lenders (not to be unreasonably withheld if the proposed sale would result in payment in full in cash of all Obligations upon closing), any sale of, or the filing by or on behalf of the Borrower seeking authority to sell, any Collateral pursuant to Section 363 of the Bankruptcy Code;

xvii. the Borrower (or any affiliate thereof) shall challenge, support or encourage a challenge to any payments made to any Agent or any Lender in respect of the Obligations; or

xviii. any motion for any of the orders described in clauses (ii) through (xvii) above shall be made by a Person other than the Borrower, the Agent, or any Lender, and

such application is not being diligently contested by the Borrower in good faith.

f. Collateral. Any material provision of any Collateral Document shall for any reason cease to be valid and binding on or enforceable against the Borrower or the Borrower shall so state in writing or shall bring an action to limit its obligations or liabilities thereunder; or any Collateral Document (together with the DIP Order) shall for any reason (other than pursuant to the terms thereof) cease to create a valid Lien on the Collateral purported to be covered thereby; or the DIP Lien shall for any reason cease to be a perfected and senior priority Lien, subject only to the Carve-Out and Permitted Senior Liens.

7.2 Remedies. Except in the case of clause (a) below which shall require no less than three (3) Business Days' prior written notice by the Agent to counsel for the Borrower, the Office of the United States Trustee and the Subchapter V Trustee, on not less than ten (10) Business Days' prior written notice by the Agent to counsel for the Borrower, the Office of the United States Trustee and the Subchapter V Trustee, upon the occurrence and continuance of an Event of Default and notwithstanding Section 362 of the Bankruptcy Code and without any further order of the Bankruptcy Court or any other court or the initiation of any further proceeding with the Borrower except as provided in this Section 7.2 (provided that the Agent shall be required to seek relief from the automatic stay from the Bankruptcy Court before taking physical possession of any tangible personal property of the Borrower), the Agent may, and at the direction of the Required Lenders shall:

a. Declare, on a pro rata basis, all or any portion of the Term Loan Commitments to be suspended or terminated, whereupon such Term Loan Commitments shall forthwith be suspended or terminated and the Lenders shall no longer have any obligation to extend credit;

b. Declare all or any portion of the unpaid principal amount of all outstanding Loans, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder or under any other Loan Documents to be immediately due and payable (such event being referred to herein as an "Acceleration") without presentment, demand, protest or (except as provided above) other notice or other requirements of any kind, all of which are hereby expressly waived by the Borrower;

c. Obtain and liquidate the Collateral in accordance with applicable law;

d. Require the Borrower to assemble all of the Collateral constituting personal property without judicial process pursuant to Section 9-609 of the UCC;

e. Take possession of all Collateral constituting tangible personal property without judicial process pursuant to Section 9-609 of the UCC; and

f. Exercise on behalf of itself and the Lenders all rights and remedies available to it and the Lenders under the Loan Documents, the DIP Order or applicable law, in each case, without further order of or application or motion to the Bankruptcy Court, and without restriction or restraint by any stay under sections 362 or 105 of the Bankruptcy Code.

Borrower shall not seek to enjoin, hinder, delay or object to the Agent's exercise of rights and remedies in accordance with this Agreement where an Event of Default has actually occurred and is continuing after the expiration of any applicable cure period, but Borrower shall retain the right to contest in good faith (including in any Bankruptcy Court proceeding) whether an Event of Default has occurred, whether any applicable cure period has expired, and whether the Agent's proposed remedies are consistent with the Loan Documents and applicable law. Nothing herein shall constitute a waiver by Borrower of any right (a) to be heard before the Bankruptcy Court prior to or in connection with the Agent's exercise of remedies, and (b) to challenge (i) whether or not the Maturity Date or an Event of Default has occurred and (ii) the Agent's exercise of its and the Lenders' rights and remedies against the Collateral, including without limitation, any foreclosure through a state court proceeding.

7.3 Rights Not Exclusive. The rights and remedies provided for in this Agreement and the other Loan Documents are cumulative and are not exclusive of any other rights, powers, privileges or remedies provided by law or in equity, or under any other instrument, document or agreement now existing or hereafter arising. No exercise by the Agent or the Lenders of one right or remedy shall be deemed an election, and no waiver by the Agent or the Lenders of any Event of Default shall be deemed a continuing waiver. No delay by the Agent or the Lenders shall constitute a waiver, election, or acquiescence by it.

7.4 Credit Bidding. Borrower acknowledges that the Agent may, at the direction of the Required Lenders, either directly or indirectly through one or more entities pursuant to Section 363(k) of the Bankruptcy Code, (a) credit bid or purchase all or any portion of the Collateral at any sale thereof conducted under the provisions of the Bankruptcy Code, including Section 363 of the Bankruptcy Code, (b) credit bid or purchase all or any portion of the Collateral at any other sale or foreclosure conducted in accordance with applicable law in any judicial action or proceeding or by the exercise of any legal or equitable remedy; provided, however, that (i) any credit bid shall be subject to the Bankruptcy Court's authority to limit or condition the credit bid right for cause; and (ii) prior to submitting any credit bid, the Agent shall disclose the nature and extent of any affiliate or insider relationship between the Agent, any Lender, and the Borrower or any of its principals, members, managers, or officers. In connection with any such credit bid, the Obligations shall be entitled to be, and shall be, credit bid by such entity or entities designated by the Required Lenders for the purpose of the consummation of such sale or foreclosure transaction without further action, and any such credit bid amount may be applied ratably on account of the Obligations under this Agreement.

ARTICLE VIII
THE AGENT

8.1 Authorization and Action.

a. Each Lender hereby irrevocably appoints BPC-DIP Lending, LLC to act on its behalf as the Agent hereunder and under the other Loan Documents and authorizes the Agent to take such actions on its behalf and to exercise such powers as are delegated to the Agent by the terms hereof and any other agreements by and among the Agent the Lenders, together with such actions and powers as are reasonably incidental thereto.

b. The provisions of this Article are solely for the benefit of the Agent and the Lenders, and neither the Borrower nor any other Person shall have rights as a third party beneficiary of any of such provisions.

8.2 Agent's Authorization to Credit Bid. Each Lender hereby irrevocably authorizes the Agent, at the direction of the Required Lenders, to credit bid all or any portion of the Obligations (including by accepting some or all of the Collateral in satisfaction of some or all of the Obligations pursuant to a deed in lieu of foreclosure or otherwise) and in such manner purchase (either directly or through one or more acquisition vehicles) all or any portion of the Collateral (a) at any sale thereof conducted under the provisions of the Bankruptcy Code, including under Sections 363, 1123 or 1129 of the Bankruptcy Code or any similar laws in any other jurisdictions to which the Borrower is subject, or (b) at any other sale, foreclosure or acceptance of collateral in lieu of debt conducted by (or with the consent or at the direction of) the Agent (whether by judicial action or otherwise) in accordance with any applicable law. In connection with any such credit bid and purchase, the Obligations owed to the Lenders shall be entitled to be, and shall be, credit bid by the Agent at the direction of the Required Lenders on a ratable basis (with Obligations with respect to contingent or unliquidated claims receiving contingent interests in the acquired assets on a ratable basis that shall vest upon the liquidation of such claims in an amount proportional to the liquidated portion of the contingent claim amount used in allocating the contingent interests) for the asset or assets so purchased (or for the equity interests or debt instruments of the acquisition vehicle or vehicles that are issued in connection with such purchase). In connection with any such bid, (i) the Agent shall be authorized to form one or more acquisition vehicles and to assign any successful credit bid to such acquisition vehicle or vehicles, (ii) each of the Lenders' ratable interests in the Obligations which were credit bid shall be deemed without any further action under this Agreement to be assigned to such vehicle or vehicles for the purpose of closing such sale, (iii) the Agent shall be authorized to adopt documents providing for the governance of the acquisition vehicle or vehicles (provided that any actions by the Agent with respect to such acquisition vehicle or vehicles, including any disposition of the assets or equity interests thereof, shall be governed, directly or indirectly, by, and the governing documents shall provide for, control by the vote of the Required Lenders or their permitted assignees under the terms of this Agreement or the governing documents of the applicable acquisition vehicle or vehicles, as the case may be, irrespective of the termination of this Agreement and without giving effect to the limitations on actions by the Required Lenders contained in Section 9.1 of this Agreement), (iv) the Agent on behalf of such acquisition vehicle or vehicles shall be authorized to issue to each of the Lenders, ratably on account of the relevant Obligations which were credit bid, interests, whether as equity, partnership interests, limited partnership interests or membership interests, in any such acquisition vehicle and/or debt instruments issued by such acquisition vehicle, all without the need for any Lender or acquisition vehicle to take any further action, and (v) to the extent that Obligations that are assigned to an acquisition vehicle are not used to acquire Collateral for any reason (as a result of another bid being higher or better, because the amount of Obligations assigned to the acquisition vehicle exceeds the amount of Obligations credit bid by the acquisition vehicle or otherwise), such Obligations shall automatically be reassigned to the Lenders pro rata with their original interest in such Obligations and the equity interests and/or debt instruments issued by any acquisition vehicle on account of such Obligations shall automatically be cancelled, without the need for any Lender or any acquisition vehicle to take any further action. Notwithstanding that the ratable portion of the Obligations of each Lender are deemed assigned to the acquisition vehicle or vehicles as set

forth in clause (ii) above, each Lender shall execute such documents and provide such information regarding the Lender (and/or any designee of the Lender which will receive interests in or debt instruments issued by such acquisition vehicle) as the Agent may reasonably request in connection with the formation of any acquisition vehicle, the formulation or submission of any credit bid or the consummation of the transactions contemplated by such credit bid. Notwithstanding the grant of authority to the Agent in this paragraph, nothing herein shall impose an obligation on the Agent to credit bid any of the Obligations, it being expressly understood and agreed by the Lenders that the Agent may appoint a third-party to perform such functions, and such third-party shall be entitled to all of the protections granted to an Agent under this Agreement and the other Loan Documents.

ARTICLE IX
MISCELLANEOUS

9.1 Amendments and Waivers.

a. No amendment or waiver of any provision of this Agreement or any other Loan Document, and no consent with respect to any departure by the Borrower therefrom, shall be effective unless the same shall be in writing and signed by the Agent, the Required Lenders and the Borrower, and then such waiver shall be effective only in the specific instance and for the specific purpose for which given; provided that no amendment or waiver shall:

i. reduce or forgive the amount or extend the scheduled date of maturity of any Loan or reduce the stated rate of any interest or fee payable hereunder (other than as a result of any waiver of the applicability of any post-default increase in interest rate) or extend the scheduled date of any payment thereof or increase the amount or extend the expiration date of any Lender's Term Loan Commitment or change the currency in which any Loan is payable, in each case without the consent of each Lender directly and adversely affected thereby (it being understood that waivers or modifications of conditions precedent, covenants, Defaults or Events of Default shall not constitute an increase of the Term Loan Commitment of any Lender);

ii. amend, modify, or waive any provision of this Section 9.1(a) or reduce the percentage specified in the definition of "Required Lenders" or consent to the assignment or transfer by the Borrower of any of its rights and obligations under this Agreement and the other Loan Documents, in each case without the written consent of all the Lenders; or

iii. release all or substantially all of the value of all or substantially all of the Collateral, in each case without the consent of all of the Lenders, except as expressly permitted hereby or by the DIP Order.

b. No amendment, waiver, or consent to this Agreement or any other Loan Document shall become effective prior to delivery of a copy of such amendment, waiver, or consent to the Lenders.

c. The parties hereto shall be permitted to amend this Agreement and the other Loan Documents without further approval or order of the Court to the extent provided in the DIP

Order.

9.2 Notices.

a. Addresses. All notices and other communications required or expressly authorized to be made by this Agreement shall be given in writing or by Electronic Transmission, unless otherwise expressly specified herein, and addressed to the address set forth on the applicable signature page hereto.

b. Effectiveness. All communications described in clause (a) above and all other notices, demands, requests, and other communications made in connection with this Agreement shall be effective and be deemed to have been received (i) if delivered by hand, upon personal delivery, (ii) if delivered by overnight courier service, one (1) Business Day after delivery to such courier service, (iii) if delivered by mail, three (3) Business Days after deposit in the mail, (iv) if by facsimile transmission, upon sender's receipt of confirmation of successful transmission if sent during recipient's normal business hours (or otherwise the next Business Day), and (v) if by electronic mail, upon successful delivery during recipient's normal business hours (or otherwise the next Business Day).

c. Each Lender and the Agent shall notify the Borrower in writing of any changes in the address to which notices to such Lender or the Agent should be directed.

9.3 No Waiver; Cumulative Remedies. No failure to exercise and no delay in exercising, on the part of the Agent or any Lender, any right, remedy, power, or privilege hereunder, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. No course of dealing between the Borrower, the Agent, or any Lender shall be effective to amend, modify, or discharge any provision of this Agreement or any of the other Loan Documents.

9.4 Costs and Expenses; Yield Protection; Indemnity; Etc.

a. Any action taken by the Borrower under or with respect to any Loan Document, even if required under any Loan Document or at the request of the Agent or the Lenders, shall be at the expense of the Borrower, and neither the Agent nor the Lenders shall be required under any Loan Document to reimburse the Borrower therefor. In addition, subject to the DIP Order, the Borrower agrees to pay or reimburse the Agent and the Lenders for their reasonable and documented out-of-pocket fees, costs and expenses, whether accrued on or after the Petition Date, which shall be part of the Obligations, in connection with:

i. the preparation, negotiation, and execution of the Final DIP Order;

ii. the enforcement or preservation of any right or remedy under any Loan Document, any Obligation, or with respect to the Collateral;

iii. the commencement, defense, conduct of, intervention in, or the

taking of any other action (including preparation for and/or response to any subpoena or request for document production relating thereto) with respect to, any proceeding related to the Borrower, any Loan Document, or any Obligation;

iv. the review of pleadings and other filings made with the Bankruptcy Court;

v. the Chapter 11 Case, including, but not limited to, attendance at hearings in respect of the Chapter 11 Case;

vi. any refinancing or restructuring of the Loans in the nature of a "work-out"; and

vii. defending and prosecuting any actions or proceedings arising out of or relating to the Obligations or any transactions related to or arising in connection with the Loan Documents;

provided that, in the case of each of the foregoing clauses (i)-(vii), Attorney Costs shall be limited to one law firm on behalf of the Agent and the Lenders (and in the case of an actual or perceived conflict of interest, one additional law firm on behalf of the Agent or the affected Lender, as applicable); provided, further, that the Agent and Lenders shall not recover fees and costs incurred prior to the Petition Date including, without limitation: (i) the preparation, negotiation, and execution of the Interim DIP Order; (ii) the preparation, negotiation, execution, and administration of the Loan Documents and any other document prepared in connection therewith or the consummation and administration of any transaction contemplated therein, including any amendment, consent, waiver, assignment, restatement, or supplement thereto; (iii) the funding of the Loans; (iv) the creation, perfection, or protection of the DIP Liens (including all search, filing, and recording fees); and (v) any internal audit reviews and field examinations.

b. Borrower agrees to indemnify, defend, and save and hold harmless (to the fullest extent permitted by law) the Agent and each Lender and each of their Related Persons and their respective managers, officers, directors, employees, agents, and advisors (each, in its capacity as such, an "Indemnitee") from and against, and shall pay on demand, any and all claims, damages, losses, liabilities, and expenses (including Attorney Costs) that may be incurred by or asserted or awarded against any Indemnitee, in each case arising out of or in connection with or by reason of (including in connection with any investigation, litigation, or proceeding or preparation of a defense in connection therewith) this Agreement, the other Loan Documents, the transactions contemplated hereby or thereby or the actual or proposed use of the proceeds of the Loans, except to the extent such claim, damage, loss, liability, or expense is found in a final, non-appealable judgment by a court of competent jurisdiction (or a settlement tantamount thereto) to have resulted from such Indemnitee's bad faith, gross negligence, or willful misconduct; provided that any such Attorney Costs shall be limited to one law firm on behalf of the Agent and the Lenders and, to the extent necessary, one local counsel in each relevant jurisdiction (and in the case of an actual or perceived conflict of interest, one additional law firm on behalf of the Agent or the affected Lender, as applicable). In the case of an investigation, litigation, or other proceeding to which the indemnity applies, such indemnity shall be effective whether or not such investigation, litigation, or

proceeding is brought by the Borrower, its directors, shareholders, or creditors, whether or not any Indemnitee is otherwise a party thereto and whether or not the transactions contemplated hereby are consummated. The Borrower also agrees not to assert any claim against (in each case, in its capacity as such) any Agent, any Lender, or any of their respective Related Persons on any theory of liability, for special, indirect, consequential, or punitive damages arising out of or otherwise relating to this Agreement, the other Loan Documents, the transactions contemplated hereby, or thereby or the actual or proposed use of the proceeds of the Loans.

c. Any and all payments by or on account of any obligation of the Borrower under any Loan Document shall be made without deduction or withholding for any Taxes, except as required by applicable Requirements of Law. If any Taxes are required by applicable law to be deducted or withheld by the Borrower or the Agent from or in respect of any amount payable under any Loan Document to a Lender, (i) the Borrower or the Agent, as the case may be, shall make such deductions, (ii) the Borrower or the Agent, as the case may be, shall timely pay the full amount deducted to the relevant taxing authority or other authority in accordance with applicable Requirements of Law, and in the case of a payment by the Borrower, deliver to the Agent an original or certified copy of a receipt evidencing such payment, and (iii) if such Taxes are Indemnified Taxes, the amount payable by the Borrower shall be increased as necessary so that after such deductions have been made (including such deductions applicable to additional amounts payable under this Section), such Lender receives the amount it would have received had no such deductions been made. The Borrower shall timely pay to the relevant taxing authority in accordance with applicable law, or at the option of the Agent, timely reimburse the Agent for the payment of, any Other Taxes. The Borrower shall indemnify the Lender or the Agent, as applicable, within ten (10) days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this subsection) payable or paid by such Lender or Agent or required to be withheld or deducted from a payment to such Lender or Agent and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant taxing authority. A certificate as to the amount of such payment or liability delivered to the Borrower by Lender (with a copy to the Agent), or by the Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error. Each Lender shall deliver to the Agent and the Borrower, and the Agent shall deliver to the Borrower, on or before the date on which such Person becomes a party to this Agreement and from time to time thereafter, such properly completed and executed Tax forms or other Tax documentation reasonably requested by the Agent or the Borrower as will permit payments under the Loan Documents to be made without withholding or at a reduced rate of withholding or as may be required by the Agent or the Borrower to comply with the requirements of any taxing authority with respect to the transactions contemplated hereby. Borrower's obligations under this Section 9.4(c) shall survive any assignment of rights by Lender but shall terminate upon repayment in full of all Obligations.

d. If the Borrower is required to indemnify an Indemnitee pursuant to clause (b) of this Section, or the Borrower is required to pay additional amounts to a Lender pursuant to clause (c) of this Section, then such Lender or Indemnitee shall, at the request of the Borrower, use reasonable efforts to mitigate the effects of the event giving rise to such request or payment.

e. All the fees, costs, and expenses set forth in this Section 9.4 that have

accrued on or prior to the Closing Date shall be paid by the Borrower on such date (and may be netted out of Loans incurred on such date). Any amounts payable pursuant to this Section 9.4 following the Closing Date shall be paid within three (3) Business Days of receipt of an invoice relating thereto setting forth such expenses in reasonable detail, subject to the terms and conditions of the DIP Order.

9.5 Payments Set Aside. To the extent that any of the Agent or the Lenders receives a payment from the Borrower, from the proceeds of the Collateral, from the exercise of its rights of setoff, any enforcement action or otherwise, and such payment is subsequently, in whole or in part, invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, receiver, or any other party, then to the extent of such recovery, the Obligation or part thereof originally intended to be satisfied, and all Liens, rights, and remedies therefor, shall be revived and continued in full force and effect as if such payment had not occurred.

9.6 Assignments. Borrower may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of each Lender and no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section. The rights and obligations of each Lender under this Agreement (including all or a portion of its Term Loan Commitment(s) and the Loans at the time owing to it) shall be assignable by such Lender without any consent of or notice to the Borrower; provided that (a) the parties to each assignment shall execute and deliver to the Agent an assignment and assumption agreement in such form approved by the Agent acting reasonably, and (b) if the assignee is not a Lender, then the assignee shall deliver to the Agent all documentation and other information about such assignee that the Agent reasonably determines is required by regulatory authorities under applicable "know your customer" and anti-money laundering laws, and following the receipt by the Agent of the foregoing. Notwithstanding the foregoing, no such assignment by a Lender shall be made (a) to any competitors of the Borrower, (b) any Persons designated in writing by the Borrower to the Agent on or prior to the Closing Date and (c) any Affiliates, of any Persons referenced in the foregoing clauses (a) and (b) that are either known Affiliates or are readily identifiable as Affiliates on the basis of such Affiliates' names or identified in writing by the Borrower from time to time (any such Person described in subclauses (a) through (c), a "Disqualified Lender").

9.7 Binding Effect. Subject to Section 2.1 hereof, this Agreement shall become effective when it shall have been executed by the Borrower, the Agent and the Lenders. Thereafter, it shall be binding upon and inure to the benefit of the Borrower, the estate of the Borrower, any trustee, or successor in interest of the Borrower in any chapter 11 case or any subsequent case commenced under chapter 7 of the Bankruptcy Code or any other bankruptcy or insolvency laws, the Agent and each Lender and, in each case, their respective successors and permitted assigns.

9.8 Counterparts; Facsimile Signature. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by facsimile transmission or Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

9.9 Severability. The illegality or unenforceability of any provision of this Agreement or any instrument or agreement required hereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Agreement or any instrument or agreement required hereunder.

9.10 Captions. The captions and headings of this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

9.11 Independence of Provisions. The parties hereto acknowledge that this Agreement and the other Loan Documents may use several different limitations, tests, or measurements to regulate the same or similar matters, and that such limitations, tests, and measurements are cumulative and must each be performed, except as expressly stated to the contrary in this Agreement.

9.12 Interpretation. This Agreement is the result of good faith negotiations among the parties hereto and has been reviewed by counsel to the Borrower, the Agent, and each Lender. Accordingly, this Agreement and the other Loan Documents shall not be construed against the Borrower, the Agent, or the Lenders merely because of the Borrower's, the Agent's, or the Lenders' involvement in the preparation of such documents and agreements. Without limiting the generality of the foregoing, each of the parties hereto has had the advice of counsel with respect to Sections 9.14 and 9.15.

9.13 No Third Parties Benefited. This Agreement is made and entered into for the sole protection and legal benefit of the Borrower, the Agent and the Lenders and their successors and permitted assigns, and no other Person shall be a direct or indirect legal beneficiary of, or have any direct or indirect cause of action or claim in connection with, this Agreement or any of the other Loan Documents. The Lenders shall not have any obligation to any Person who is not a party to this Agreement or the other Loan Documents.

9.14 Governing Law and Jurisdiction.

a. Governing Law. The laws of the Commonwealth of Pennsylvania shall govern all matters arising out of or in connection with this Agreement, including its validity, interpretation, construction, performance, and enforcement (including any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest), except to the extent that the application of the Bankruptcy Code is mandatory.

b. Submission to Jurisdiction. Any legal action or proceeding with respect to any Loan Document over which the Bankruptcy Court does not have, or declines to exercise, jurisdiction shall be brought exclusively in the courts of the Commonwealth of Pennsylvania located in Pittsburgh Pennsylvania, or of the United States District Court for the Western District of Pennsylvania, and in appellate courts from any of the foregoing, and, by execution and delivery of this Agreement, each party hereto hereby accepts for itself and in respect of its Property, generally and unconditionally, the jurisdiction of the aforesaid courts. The parties hereto hereby irrevocably waive any objection, including any objection to the laying of venue or based on the

grounds of forum non conveniens, that any of them may now or hereafter have to the bringing of any such action or proceeding in such jurisdictions.

c. Service of Process. Each party hereto hereby irrevocably waives personal service of any and all legal process, summons, notices, and other documents and other service of process of any kind and consents to such service in any suit, action, or proceeding brought in the United States of America with respect to or otherwise arising out of or in connection with any Loan Document by any means permitted by applicable Requirements of Law, including by the mailing thereof (by registered or certified mail, postage prepaid) to the address of such party specified herein (and shall be effective when such mailing shall be effective, as provided therein). Each party hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

9.15 Waiver of Jury Trial. EACH PARTY HERETO, TO THE FULLEST EXTENT PERMITTED BY LAW, WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF, IN CONNECTION WITH OR RELATING TO, THIS AGREEMENT, THE OTHER LOAN DOCUMENTS AND ANY OTHER TRANSACTION CONTEMPLATED HEREBY AND THEREBY. THIS WAIVER APPLIES TO ANY ACTION, SUIT OR PROCEEDING WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE.

9.16 Entire Agreement; Release; Survival.

a. THE LOAN DOCUMENTS EMBODY THE ENTIRE AGREEMENT OF THE PARTIES AND SUPERSEDE ALL PRIOR AGREEMENTS AND UNDERSTANDINGS RELATING TO THE SUBJECT MATTER HEREOF AND ANY PRIOR LETTER OF INTEREST, COMMITMENT LETTER AND SIMILAR AGREEMENTS INVOLVING THE BORROWER, THE AGENT AND ANY LENDER OR ANY OF THE AGENT'S OR THE LENDERS' AFFILIATES RELATING HERETO. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS AGREEMENT AND ANY OTHER LOAN DOCUMENT (OTHER THAN THE FINAL DIP ORDER CURRENTLY IN EFFECT, IN WHICH CASE SUCH FINAL DIP ORDER SHALL GOVERN), THE TERMS OF THIS AGREEMENT SHALL GOVERN (UNLESS OTHERWISE EXPRESSLY STATED IN SUCH OTHER LOAN DOCUMENT OR SUCH TERMS OF SUCH OTHER LOAN DOCUMENTS ARE NECESSARY TO COMPLY WITH APPLICABLE REQUIREMENTS OF LAW, IN WHICH CASE SUCH TERMS SHALL GOVERN TO THE EXTENT NECESSARY TO COMPLY THEREWITH).

b. Subject to entry of the Final DIP Order, and in exchange for good and valuable consideration the adequacy of which is hereby confirmed, the Borrower (for itself and on behalf of its estate) unconditionally and irrevocably releases, acquits, discharges the Agent, the Lenders and any Related Persons of Agent or any of the Lenders, and any of their respective successors or assigns (collectively "Released Parties") of, from or with respect to any and all claims, controversies, disputes, liabilities, obligations, demands, damages, expenses (including, without limitation, attorneys' fees), debts, liens, actions, and causes of action of any and every nature whatsoever that exist on the date hereof, whether arising in law or otherwise, and whether

or not known or matured, including without limitation: (i) claims arising out of or relating to, as applicable, the Loan Documents and/or the transactions contemplated thereunder including, without limitation, any so-called "lender liability" or equitable subordination claims or defenses, (ii) any and all "claims" (as defined in the Bankruptcy Code) or causes of action arising under the Bankruptcy Code, and (iii) any and all claims or causes of action with respect to the extent, validity, or avoidability of any prepetition claim against the Borrower held by any Lender ("Lender Claims"). Borrower further waives and releases any defense, right of counterclaim, right of setoff, recoupment, or deduction to the payment of the Lender Claims Borrower now has or may claim to have against the Released Parties, arising out of, connected with, or relating to any and all acts, omissions, or events occurring prior to the Court entering the Final DIP Order. For the avoidance of doubt, the release provided in this Section 9.16(b) shall not become effective until, and shall be conditioned upon, entry of the Final DIP Order by the Bankruptcy Court; no release of any kind shall be effective upon entry of the Interim DIP Order alone.

c. In no event shall any Released Party or Indemnitee be liable on any theory of liability for any special, indirect, consequential or punitive damages (including any loss of profits, business or anticipated savings). Borrower hereby waives, releases and agrees not to sue upon any such claim for any special, indirect, consequential or punitive damages (including any loss of profits, business or anticipated savings), whether or not accrued and whether or not known or suspected to exist in its favor.

d. Any indemnification or other protection provided to any Indemnitee pursuant to this Agreement shall (x) survive the termination of the Term Loan Commitments and the payment in full or other satisfaction of all other Obligations and (y) inure to the benefit of any Person that at any time held such a right thereunder (as an Indemnitee or otherwise) and, thereafter, its successors and permitted assigns.

9.17 Patriot Act. Each Lender and the Agent that is subject to the Patriot Act hereby notifies Borrower that pursuant to the requirements of the Patriot Act, it is required to obtain, verify and record information that identifies Borrower, which information includes the name and address of Borrower and other information that will allow such Lender or the Agent to identify Borrower in accordance with the Patriot Act. Borrower shall, promptly following a request by any Lender or the Agent, provide all documentation and other information that such Lender or the Agent, as applicable, reasonably requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money-laundering rules and regulations, including the Patriot Act. Each Lender acknowledges and agrees that neither such Lender, nor any of its affiliates, participants or assignees, may rely on the Agent to carry out such Lender's or its affiliate's, participant's or assignee's customer identification program, or other obligations required or imposed under or pursuant to the Patriot Act or the regulations thereunder or any other anti-terrorism law, including any programs involving any of the following items relating to or in connection with Borrower, any of its affiliates or agents, the Loan Documents or the transactions hereunder: (a) any identity verification procedures, (b) any record keeping, (c) any comparisons with government lists, (d) any customer notices or (e) any other procedures required under the Patriot Act or the regulations thereunder or such other laws.

ARTICLE X
DEFINITIONS

10.1 Defined Terms. The following terms are defined in the Sections or subsections referenced opposite such terms:

Term	Section
Acceleration	7.2(b)
Agent	Preamble
Agreement	Preamble
Approved Budget	2.1(c)
Avoidance Proceeds	6.1
Bankruptcy Court	Recitals
Borrower	Preamble
Chapter 11 Case	Recitals
Debtor	Preamble
DIP Lien	6.1
Event of Default	7.1
Indemnitee	9.4(b)
Lender	Preamble
Lenders	Preamble
Milestone	4.17
OFAC	3.8
Petition Date	Recitals
SDN List	3.8
Term Loan Commitment	1.1(a)
Updated Approved Budget	2.1(c)

In addition to the terms defined elsewhere in this Agreement, the following terms have the following meanings:

"Acceptable Plan" means a plan of reorganization or liquidation in accordance with Subchapter V of the Bankruptcy Code that provides for the indefeasible payment in full and in cash or issuance of new equity in Borrower, of all Obligations and is otherwise satisfactory to the Required Lenders in their reasonable discretion which shall not be unreasonably withheld.

"Affiliate" means, as to any Person, any other Person (a) that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such Person, (b) who is a director, manager or officer (i) of such Person, (ii) of any subsidiary of such Person, or (iii) of any Person described in clause (a) above with respect to such Person, or (c) which, directly or indirectly through one or more intermediaries, is the beneficial or record owner (as defined in Rule 13d-3 of the Securities Exchange Act of 1934, as amended, as the same is in effect on the date hereof) of ten percent (10%) or more of any class of the outstanding voting equity interests, securities or other equity or ownership interests of such Person. For purposes of this definition, the term "control" (and the correlative terms, "controlled by" and "under common control with") shall mean the possession, directly or indirectly, of the power to direct or cause the

direction of the management or policies, whether through ownership of securities or other interests, by contract or otherwise.

"Attorney Costs" means all reasonable and documented fees and disbursements of any law firm or other external counsel acting for the Agent or any Lender hereunder and as permitted hereunder.

"Bankruptcy Code" means Title 11 of the United States Code, 11 U.S.C. § 101, *et seq.*

"Bankruptcy Rules" means the Federal Rules of Bankruptcy Procedure. "Borrowing" means each borrowing under a Notice of Borrowing of Loan(s) by the Borrower from the Lenders pursuant to this Agreement.

"Business Day" means any day that is not a Saturday, Sunday, or a day on which banks are required or authorized to close in New York City.

"Capital Expenditures" means, with respect to any Person for any period, the aggregate of all expenditures by such Person during such period that are capital expenditures as determined in accordance with GAAP, whether such expenditures are paid in cash or financed, except "Capital Expenditures" shall exclude any and all expenditures relating to or in accordance with a plan of reorganization.

"Carve-Out" has the meaning ascribed to such term in the DIP Order then in effect.

"Change of Control" means, the acquisition, through purchase or otherwise (including the agreement to act in concert without anything more), by any Person or group (as such term is used in Section 13(d)(3) of the Securities Exchange Act of 1934, as amended), after the date of this Agreement, of (i) the beneficial ownership, directly or indirectly, of 50% or more of the equity interests in the Borrower or (ii) all or substantially all of the assets of the Borrower.

"Chief Restructuring Officer" or "CRO" means Adam Cohen of GGG Partners, who was retained by Borrower on July 2, 2026.

"Collateral" means all prepetition and postpetition real property and all prepetition and postpetition tangible and intangible personal property of Borrower, in each case, whether tangible or intangible, wheresoever located, and whether now owned by Borrower or hereafter acquired and whether now existing or hereafter coming into existence, including, but not limited to, all accounts, causes of action, claims, commercial tort claims, contracts rights, chattel paper, cash, general intangibles, insurance policies and rights, intellectual property, machinery, equipment, goods, inventory, furniture, fixtures, letter of credit rights, books and records, deposit accounts, documents, instruments, and rents, together with all proceeds of each of the foregoing, including insurance proceeds (as each such term above is defined in the UCC, to the extent applicable) and, upon entry of the Final DIP Order, Avoidance Proceeds; but excluding any deposit account (a) constituting a withholding tax account (including any sales tax account) and used exclusively for such purposes and maintained for the benefit of third parties, (b) used exclusively for payroll, payroll taxes, workers' compensation and other employee wages and benefit payments

to or for the Borrower's employees, or (c) held by the Borrower solely in connection with employee stock option plans, or in trust for any director, officer or employee of the Borrower pursuant to any benefit plan maintained by the Borrower (including any 401(k))).

"Collateral Documents" means, collectively, this Agreement, the DIP Order, and any and all other security agreements, pledge agreements, and other similar agreements, and all amendments, restatements, modifications, or supplements thereof, or thereto, by or between the Borrower pledging or granting a Lien on Collateral now or hereafter delivered to the Agent pursuant to or in connection with the transactions contemplated hereby, and all financing statements, mortgages, or comparable documents now or hereafter filed in accordance with the UCC or comparable law against Borrower in favor of the Agent, on behalf of the Lenders, as any of the foregoing may be amended, restated, and/or modified from time to time.

"Closing Date" means the date on which the Bankruptcy Court shall have entered the Interim DIP Order and all other conditions set forth in Section 2.1 hereof are satisfied or waived in accordance with the terms herein.

"Contingent Obligation" means, as applied to any Person, any direct or indirect liability, contingent or otherwise, of that Person with respect to (i) any indebtedness, lease, dividend, letter of credit or other obligation of another, provided, that for avoidance of doubt, Contingent Obligations shall not include any guarantee or other obligations under surety bonds; (ii) any obligations with respect to undrawn letters of credit, corporate credit cards, or merchant services issued or provided for the account of that Person; and (iii) all obligations arising under any agreement or arrangement designed to protect such Person against fluctuation in interest rates, currency exchange rates or commodity prices; provided, however, that the term "Contingent Obligation" shall not include endorsements for collection or deposit in the ordinary course of business or earnouts or any similar obligations. The amount of any Contingent Obligation shall be deemed to be an amount equal to the stated or determined amount of the primary obligation in respect of which such Contingent Obligation is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by Agent in good faith; provided, however, that such amount shall not in any event exceed the maximum amount of the obligations under the guarantee or other support arrangement.

"Default" means any event or circumstance that, with the passing of time or the giving of notice or both, would (if not cured or otherwise remedied during such time) become an Event of Default.

"DIP Order" means the Interim DIP Order or the Final DIP Order, as applicable.

"Dollars", "dollars" and "$" each mean lawful money of the United States of America.

"Electronic Transmission" means each document, instruction, authorization, file, information and any other communication transmitted, posted, or otherwise made or communicated by e-mail, facsimile or E-Fax, or other customary electronic system.

"Environmental Action" means any written complaint, summons, citation, notice, directive, order, claim, litigation, investigation, judicial or administrative proceeding, judgment, letter, or other written communication from any Governmental Authority, or any third party relating to or arising out of violations of Environmental Laws or releases of Hazardous Materials (a) from any Collateral; (b) from adjoining properties or businesses of any real property that constitutes Collateral, or (c) from or onto any facilities, with respect to the Collateral, which received Hazardous Materials generated by any Loan Party.

"Environmental Law" means any applicable federal, state, provincial, foreign or local statute, law, rule, regulation, ordinance, code, binding and enforceable guideline, binding and enforceable written policy, or rule of common law now or hereafter in effect and in each case as amended, or any judicial or administrative interpretation thereof, including any judicial or administrative order, consent decree or judgment, in each case, to the extent binding on the Borrower, relating to the environment, the effect of the environment on employee health, or Hazardous Materials, in each case as amended from time to time.

"Environmental Liabilities" means all liabilities, monetary obligations, losses, damages, costs and expenses (including all reasonable fees, disbursements and expenses of counsel, experts, or consultants, and costs of investigation and feasibility studies), fines, penalties, sanctions, and interest incurred as a result of any claim or demand, or Remedial Action required, by any Governmental Authority or any third party, and which relate to any Environmental Action.

"Environmental Lien" means any Lien in favor of any Governmental Authority for Environmental Liabilities.

"Equity Interest" means, with respect to a Person, all of the shares, units, options, warrants, interests, participations, or other equivalents (regardless of how designated) of or in such Person, whether voting or nonvoting, including capital stock (or other ownership or profit interests or units), preferred stock, or any other "equity security" (as such term is defined in Rule 3a11-1 of the General Rules and Regulations promulgated by the U.S. Securities and Exchange Commission under the Securities Exchange Act of 1934).

"Excluded Taxes" means any of the following Taxes imposed on or with respect to a Lender or required to be deducted or withheld from a payment to a Lender: (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, imposed as a result of such Lender being organized under the laws of, or having its principal office or lending office in, the jurisdiction imposing such Tax (or any political subdivision thereof), (b) U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender pursuant to a law in effect on the date on which such Lender becomes a party to this Agreement or (c) Taxes attributable to such Lender's failure to provide any Tax forms or Tax documentation reasonably requested by the Agent or the Borrower pursuant to Section 9.4(c).

"Final DIP Order" means a final order of the Bankruptcy Court in form and substance acceptable to the Agent and the Lenders entered in the Chapter 11 Case after a final hearing authorizing and approving on a final basis, among other things, (a) the Borrower to obtain

credit and incur the Obligations, (b) the substantive terms of this Agreement and the Loan Documents and (c) the granting of the Liens on the Collateral with the priority contemplated in this Agreement.

"GAAP" means generally accepted accounting principles in the United States applied on a consistent basis.

"Governmental Authority" means any nation, sovereign, or government, any state or other political subdivision thereof, any agency, authority, or instrumentality thereof and any entity or authority exercising executive, legislative, taxing, judicial, regulatory, or administrative functions of or pertaining to government, including any central bank, stock exchange, regulatory body, arbitrator, public sector entity, supra-national entity (including the European Union and the European Central Bank), and any self-regulatory organization (including the National Association of Insurance Commissioners).

"Hazardous Materials" means (a) substances that are defined or listed in, or otherwise classified pursuant to, any applicable laws or regulations as "hazardous substances," "hazardous materials," "hazardous wastes," "toxic substances," or any other formulation intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, reproductive toxicity, or "EP toxicity", (b) oil, petroleum, or petroleum derived substances, natural gas, natural gas liquids, synthetic gas, drilling fluids, produced waters, and other wastes associated with the exploration, development, or production of crude oil, natural gas, or geothermal resources, (c) any flammable substances or explosives or any radioactive materials, and (d) asbestos in any form or electrical equipment that contains any oil or dielectric fluid containing levels of polychlorinated biphenyls in excess of 50 parts per million.

"Indebtedness" means, with respect to any Person, without duplication, (a) all indebtedness of such Person for borrowed money; (b) all obligations of such Person for the deferred purchase price of property or services (other than trade payables or other accounts payable incurred in the ordinary course of such Person's business and not outstanding for more than 90 days after the date such payable was created and any earn-out, purchase price adjustment or similar obligation to the extent such earn-out or similar obligation has become fixed in amount or appears in the liabilities section of the balance sheet of such Person); (c) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments or upon which interest payments are customarily made; (d) all reimbursement, payment or other obligations and liabilities of such Person created or arising under any conditional sales or other title retention agreement with respect to property used and/or acquired by such Person, even though the rights and remedies of the lessor, seller and/or lender thereunder may be limited to repossession or sale of such property; (e) all capitalized lease obligations of such Person; (f) all monetary obligations under any receivables factoring, receivable sales or similar transactions and all monetary obligations under any synthetic lease, tax ownership/operating lease, off-balance sheet financing or similar financing; and (g) all Contingent Obligations.

"Indemnified Taxes" means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of the Borrower under any Loan Document and (b) to the extent not otherwise described in clause (a) hereof, Other Taxes.

"Initial Commitment Period" means the period commencing on the date of entry of the Interim DIP Order and ending on the date of entry of the Final DIP Order.

"Interest Payment Date" means, as to any Loan, (a) the last day of each March, June, September, and December to occur while such Loan is outstanding and the final maturity date of such Loan (whether by Acceleration or otherwise) and (b) the date of any repayment of principal made in respect thereof.

"Interim DIP Order" means an order of the Bankruptcy Court in form and substance acceptable to the Lenders entered in the Chapter 11 Case after an interim hearing authorizing and approving on an interim basis, among other things, (a) the Borrower to obtain credit and incur the Obligations, (b) the terms of this Agreement and the other Loan Documents on an interim basis, and (c) the granting of the Liens on the Collateral with the priority contemplated in this Agreement.

"Lender" means each Lender that has a Term Loan or Term Loan Commitment (in its capacity as such).

"Lien" means any mortgage, deed of trust, pledge, hypothecation, assignment, fiduciary transfer for security purposes, charge, deposit arrangement, encumbrance, trust arrangement, easement, lien (statutory or otherwise), security interest or other security arrangement and any other preference, priority, or preferential arrangement of any kind or nature whatsoever.

"Loan Documents" means this Agreement, the Collateral Documents, the DIP Order, and all notes, agreements, mortgages and documents delivered to the Agent or the Lenders in connection with any of the foregoing, and any other agreement entered into, now or in the future, by the Borrower or Lender in connection with this Agreement, and all amendments, modifications, renewals, substitutions and replacements of any of the foregoing.

"Loans" means, collectively, the Term Loans.

"Margin Stock" means "margin stock" as such term is defined in Regulation T, U, or X of the Federal Reserve Board.

"Material Adverse Effect" means a material adverse change in (a) the business, operations, results of operations, assets, liabilities, prospects, or condition (financial or otherwise) of the Borrower, except as a result of the commencement or pendency of the Chapter 11 Case or the terms and conditions of the DIP Orders and Approved Budget, (b) a material impairment of the Borrower's ability to perform its material obligations under any Loan Document, or of Lender's ability to enforce the Obligations or realize upon the Collateral, (c) the validity or enforceability of any Loan Document or the rights and remedies of the Lenders under any Loan Document, or (d) the validity, perfection, and priority of the DIP Liens on the Collateral to the extent required to be established and maintained by the DIP Order and the Collateral Documents in favor of the Lenders.

"Maturity Date" means the earliest of (a) the date that is twelve (12) months after

the Petition Date unless further extended by written agreement of the Borrower and Required Lenders, or (b) entry by the Bankruptcy Court of an order dismissing the Chapter 11 Case or converting the Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code, or (c) the occurrence of the effective date of an Acceptable Plan.

"Net Cash Proceeds" means with respect to any sale or disposition of Collateral by any Person, the amount of cash proceeds received (directly or indirectly) from time to time (whether as initial consideration or through the payment of deferred consideration) by or on behalf of such Person, in connection therewith, after deducting therefrom only (i) fees, commissions, and expenses related thereto and required to be paid in connection with such sale or disposition and (ii) taxes paid or payable to any taxing authorities in connection with such sale or disposition, in each case to the extent, but only to the extent, that the amount of taxes so deducted are properly attributable to such transaction.

"Notice of Borrowing" means a notice given by the Borrower to the Agent, on behalf of the Lenders, pursuant to Section 1.4.

"Obligations" means all Loans and other indebtedness, fees, interest, advances, debts, liabilities, obligations, covenants, and duties owing by the Borrower to any Lender, the Agent, or any other Person required to be indemnified, that arises under any Loan Document, whether or not for the payment of money, whether arising by reason of an Borrowing, loan, guaranty, indemnification, or in any other manner (including under the DIP Order), whether direct or indirect (including those acquired by assignment), absolute or contingent, due or to become due, now existing or hereafter arising and however acquired, and including all interest not paid when due and all other expenses or other amounts that the Borrower are required to pay or reimburse under the Loan Documents or by law or otherwise in connection with the Loan Documents including, without limitation, in connection with the collection or enforcement of or preservation of rights under the Loan Documents.

"Organization Documents" means, (a) the certificate or articles of incorporation or organization, operating agreement, bylaws, any certificate of determination, or instrument relating to the rights of preferred shareholders of such corporation and any shareholder rights agreement or (b) any other document setting forth the manner of election or duties of the officers, directors, managers, or other similar persons, or the designation, amount or relative rights, limitations, and preference of the Equity Interests of a Person.

"Other Taxes" means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document.

"Patriot Act" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, P.L. 107-56.

"Permits" means, with respect to any Person, any permit, approval, authorization, license, registration, certificate, concession, grant, franchise, variance, or permission from, and

any other contractual obligations with, any Governmental Authority, in each case whether or not having the force of law and applicable to or binding upon such Person or any of its Property or to which such Person or any of its Property is subject.

"Permitted Indebtedness" means: (a) Indebtedness evidenced by this Agreement and the other Loan Documents (including, for the avoidance of doubt, the Carve-Out); and (b) Indebtedness outstanding as of the Closing Date and listed on Schedule 5.4(b) hereto;

"Permitted Liens" means: (a) Liens granted by the Interim DIP Order and created pursuant to the Collateral Documents to secure the Obligations; (b) Liens existing on the Closing Date and listed on Schedule 5.1 hereto; (c) Permitted Senior Liens; (d) Liens for Taxes that are not yet due and payable or that are being stayed or contested in good faith by appropriate proceedings with the appropriate taxing authorities and for which adequate reserves have been established in accordance with GAAP, which proceedings (or orders entered in connection with such proceedings) have the effect of preventing the forfeiture or sale of the property subject to any such Lien; and (e) rights of set off, bankers' liens or similar Liens arising under statutory or common law made in the ordinary course of business, and pledges, deposits and other Liens made in the ordinary course of business in compliance with workers' compensation, unemployment insurance and other social security laws or regulations, or securing liability for reimbursement or indemnification obligations of insurance carriers providing property, casualty or liability insurance to the Borrower.

"Permitted Senior Liens" means Liens on retainers held by professionals, to the extent such retainers are not prohibited under the Bankruptcy Code or any applicable orders of the Bankruptcy Court.

"Person" means any individual, partnership, corporation (including a business trust and a public benefit corporation), joint stock company, estate, association, firm, enterprise, trust, limited liability company, unincorporated association, joint venture and any other entity or Governmental Authority.

"Property" means any interest in any kind of property or asset, whether real, personal, or mixed, and whether tangible or intangible.

"Related Person" means, with respect to any Person, in each case, in its capacity as such, each affiliate of such Person and each member, manager, director, officer, employee, agent, trustee, representative, attorney, accountant and each insurance, environmental, legal, financial and other advisors and other consultants and agents of or to such Person or any of its affiliates.

"Remedial Action" means all actions taken to (a) clean up, remove, remediate, contain, treat, monitor, assess, evaluate, or in any way address Hazardous Materials in the indoor or outdoor environment, (b) prevent or minimize a release or threatened release of Hazardous Materials so they do not migrate or endanger or threaten to endanger public health or welfare or the indoor or outdoor environment, (c) restore or reclaim natural resources or the environment, (d) perform any pre-remedial studies, investigations, or post-remedial operation and maintenance activities, or (e) conduct any other actions with respect to Hazardous Materials required by

Environmental Laws.

"Required Lenders" means, at any time, Lenders having at the time in excess of fifty percent (50%) of the sum of the aggregate unfunded Term Loan Commitments then outstanding *plus* the Loans outstanding.

"Requirement of Law" means with respect to any Person, the common law and any federal, state, local, foreign, multinational, or international laws, statutes, codes, treaties, standards, rules and regulations, guidelines, ordinances, orders, judgments, writs, injunctions, decrees (including administrative or judicial precedents or authorities), and the interpretation or administration thereof by, and other determinations, directives, requirements, or requests of, any Governmental Authority, in each case whether or not having the force of law and that are applicable to or binding upon such Person or any of its Property or to which such Person or any of its Property is subject.

"Responsible Officer" means the chief executive officer or the president of the Borrower or any other authorized officer.

"Subchapter V" means the Small Business Debtor Reorganization Act set forth in Section 1181 through and including Section 1195 of the Bankruptcy Code.

"Subchapter V Trustee" means the standing trustee appointed pursuant to section 1183 of the Bankruptcy Code.

"Superpriority Claim" means an allowed claim against the Borrower or its estate in the Chapter 11 Case which is an administrative expense claim having priority, subject to the Carve-Out, over (a) any and all allowed administrative expenses and (b) all unsecured claims now existing or hereafter arising, including any administrative expenses of the kind specified in the Bankruptcy Code, including section 105, 326, 328, 330, 331, 364(c)(l), 365, 503, 506(c), 507, 546, 726, 1113, or 1114 of the Bankruptcy Code.

"Taxes" means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees, or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"Term Loan Commitment" means, for each Lender, its Term Loan Commitment. "Term Note" means a promissory note of the Borrower payable to a Lender and evidencing the Obligations of the Borrower to such Lender resulting from the Loans made to the Borrower by such Lender or its predecessor(s).

"Term Loan" means any amount borrowed under Section 1.1(a).

"UCC" means the Uniform Commercial Code of any applicable jurisdiction and, if the applicable jurisdiction shall not have any Uniform Commercial Code, the Uniform Commercial Code as in effect from time to time in the State of New York.

"United States" and "U.S." each means the United States of America.

10.2 Other Interpretive Provisions.

a. Defined Terms. Unless otherwise specified herein or therein, all terms defined in this Agreement or in any other Loan Document shall have the defined meanings when used in any certificate or other document made or delivered pursuant hereto. The meanings of defined terms shall be equally applicable to the singular and plural forms of the defined terms. Terms (including uncapitalized terms) not otherwise defined herein and that are defined in the UCC shall have the meanings therein described.

b. The Agreement. The words "hereof, "herein", "hereunder" and words of similar import when used in this Agreement or any other Loan Document shall refer to this Agreement or such other Loan Document as a whole and not to any particular provision of this Agreement or such other Loan Document; and subsection, section, schedule and exhibit references are to this Agreement or such other Loan Documents unless otherwise specified.

c. Certain Common Terms. The term "documents" includes any and all instruments, documents, agreements, certificates, indentures, notices and other writings, however evidenced. The term "including" is not limiting and means "including, without limitation." The term "or" has the inclusive meaning represented by the phrase "and/or".

d. Performance; Time. Whenever any performance obligation hereunder or under any other Loan Document (other than a payment obligation) shall be stated to be due or required to be satisfied on a day other than a Business Day, such performance shall be made or satisfied on the next succeeding Business Day.

e. Contracts; Instruments. Unless otherwise expressly provided herein or in any other Loan Document, references to agreements, orders and other contractual instruments, including this Agreement and the other Loan Documents, shall be deemed to include all subsequent amendments, thereto, restatements and substitutions thereof and other modifications and supplements thereto which are in effect from time to time, but only to the extent such amendments and other modifications are not prohibited by the terms of any Loan Document.

f. Laws. References to any statute or regulation may be made by using either the common or public name thereof or a specific cite reference and are to be construed as including all statutory and regulatory provisions related thereto or consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

10.3 Accounting Terms and Principles. All accounting determinations required to be made pursuant hereto shall, unless expressly otherwise provided herein, be made in accordance with GAAP.

[Signature Pages Follow]

IN WITNESS WHEREOF, Borrower has caused this Debtor-in-Possession Credit Agreement to be executed the day and year first above written.

BRAYMAN PRECAST, LLC

_____
(Witness)

By: _____
Name: Adam Cohen
Title: Chief Restructuring Officer

IN WITNESS WHEREOF, Agent and Lenders, have caused this Debtor-in-Possession Credit Agreement to be executed the day and year first above written.

AGENT and LENDER:
BPC-DIP Lending, LLC,
A Pennsylvania limited liability company

_____
(Witness)

By: _____
Name: _____
Title: _____

LENDER:
Brayman Construction Corporation,
A Pennsylvania business corporation

_____
(Witness)

By: _____
Name: _____
Title: _____

LENDER:
Brayman Holding Company, Inc.,
A Pennsylvania business corporation

_____
(Witness)

By: _____
Name: _____
Title: _____

LENDER:
Stephen M. Muck, Individually

_____
(Witness)

_____
Name: Stephen M. Muck

SCHEDULE 1.1

LENDERS

BPC-DIP Lending, LLC

Brayman Construction Corporation

Brayman Holding Company, Inc.

Stephen M. Muck

SCHEDULE 5.1

LIENS EXISTING ON CLOSING DATE

None.

SCHEDULE 5.4(b)

INDEBTEDNESS EXISTING ON CLOSING DATE

None.

Exhibit I

Approved Budget

13-Week Cash Flow Summary - Brayman Precast, LLC

$ in thousands

	W1	W2	W3	W4	W5	W6	W7	W8	W9	W10	W11	W12	W13	TOTAL
Week ending; Petition date = Friday 7/24 first full week ending 7/31	*7/31*	*8/7*	*8/14*	*8/21*	*8/28*	*9/4*	*9/11*	*9/18*	*9/25*	*10/2*	*10/9*	*10/16*	*10/23*	
RECEIPTS														
Total Operating Receipts	-	-	304	199	243	117	115	115	110	223	342	228	300	2,296
OPERATING DISBURSEMENTS														
Payroll	(62)	(109)	(62)	(109)	(62)	(109)	(62)	(109)	(62)	(109)	(171)	(109)	(62)	(1,197)
Materials	(30)	(79)	(84)	(86)	(42)	-	(123)	(146)	(125)	(118)	(75)	(85)	(82)	(1,075)
Insurance	-	(76)	-	-	-	(76)	-	-	-	(76)	-	-	-	(228)
Rent	-	(35)	-	-	-	(35)	-	-	-	(35)	-	-	-	(105)
Utility Deposits	-	(5)	-	-	-	-	-	-	-	-	-	-	-	(5)
Critical Vendor	-	(20)	(20)	-	-	-	-	-	-	-	-	-	-	(40)
Other Operating Expenses (rent, utilities, fuel, G&A, taxes)	(65)	(44)	(27)	(28)	(24)	(40)	(23)	(26)	(23)	(198)	(26)	(71)	(21)	(615)
Project Closing Costs	-	-	-	-	-	(116)	-	-	-	-	-	-	-	(116)
Total Operating Disbursements	**(157)**	**(368)**	**(193)**	**(223)**	**(128)**	**(376)**	**(208)**	**(282)**	**(211)**	**(536)**	**(272)**	**(264)**	**(165)**	**(3,382)**
Operating Cash Flow	**(157)**	**(368)**	**110**	**(24)**	**116**	**(259)**	**(93)**	**(166)**	**(101)**	**(313)**	**70**	**(36)**	**135**	**(1,086)**
POST-PETITION RESTRUCTURING COSTS														
Debtor Counsel	(60)	(60)	(60)	(60)	(60)	(60)	(60)	(60)	(60)	(60)	(60)	(60)	(60)	(780)
Debtor FA / CRO	(30)	(30)	(30)	(30)	(25)	(25)	(20)	(20)	(15)	(15)	(15)	(15)	(15)	(285)
Subchapter V Trustee fee	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(20)
Other Debtor Professionals	(15)	(15)	(15)	(30)	(15)	(15)	(15)	(30)	(15)	(15)	(15)	(30)	(15)	(240)
DIP Fees / Costs	(25)	-	(30)	-	-	-	-	-	-	-	-	-	-	(55)
Total Case Costs	**(132)**	**(108)**	**(138)**	**(126)**	**(106)**	**(106)**	**(101)**	**(116)**	**(96)**	**(96)**	**(96)**	**(111)**	**(96)**	**(1,428)**
Net Cash Flow Before DIP	**(289)**	**(476)**	**(27)**	**(150)**	**10**	**(365)**	**(194)**	**(282)**	**(197)**	**(409)**	**(26)**	**(148)**	**39**	**(2,514)**
CASH ROLL-FORWARD														
Beginning Cash	162	673	196	169	1,719	1,728	1,363	1,170	887	691	282	256	109	162
(+) Net Cash Flow	(289)	(476)	(27)	(150)	10	(365)	(194)	(282)	(197)	(409)	(26)	(148)	39	(2,514)
(+) DIP Draw	800	-	-	1,700	-	-	-	-	-	-	-	-	-	2,500
Ending Cash	**673**	**196**	**169**	**1,719**	**1,728**	**1,363**	**1,170**	**887**	**691**	**282**	**256**	**109**	**148**	**148**
DIP FACILITY														
Beginning DIP Balance	-	800	800	800	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	-
(+) Draws	800	-	-	1,700	-	-	-	-	-	-	-	-	-	2,500
(+) Interest	-	1	1	5	5	5	5	5	5	5	5	5	5	49
Ending DIP Balance	**800**	**800**	**800**	**2,500**	**2,500**	**2,500**	**2,500**	**2,500**	**2,500**	**2,500**	**2,500**	**2,500**	**2,500**	**2,500**

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Exhibit II

Milestones

Case Milestone	Deadline
Petition Date	July 24, 2026
Entry of Interim DIP Order	July 29, 2026
Entry of Final DIP Order	August 21, 2026
Closing on Asset Transfer Through Confirmed Plan or Section 363 Sale Process	October 2, 2026
Unless Asset Transfer occurred by way of confirmed Acceptable Plan, Confirmation of Acceptable Plan	November 25, 2026