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

In re:	:	**Chapter 11**
	:	
DAN LEPORE & SONS COMPANY,	:	**Case No. 25-14757 (AMC)**
	:	
Debtor.	:	
	:	

STIPULATION AND ORDER FOR THE EXTENSION OF USE
OF CASH COLLATERAL AND ADEQUATE PROTECTION

THIS STIPULATION (the "Fourth Extension Stipulation") is made as of the 27th day of May, 2026, by and between Dan Lepore & Sons Company (the "Debtor") and Wells Fargo Bank, National Association ("Wells Fargo"), by and through their authorized counsel of record.

BACKGROUND:

WHEREAS, on November 21, 2025 (the "Petition Date"), the Debtor filed a voluntary petition under Chapter 11 of the United Stated Bankruptcy Code (the "Bankruptcy Code"), thereby commencing the above-captioned Chapter 11 proceeding. The Debtor has continued to manage its assets and operate its business as debtor-in-possession pursuant to section 1107 and 1108 of the Bankruptcy Code;

WHEREAS, on February 6, 2026, this Court entered an Order approving a Stipulation and Order for the Use of Cash Collateral and Providing Adequate Protection by and between Wells Fargo and the Debtor (the "Cash Collateral Stipulation");

WHEREAS, pursuant to extended cash collateral stipulations dated (i) February 25, 2026 [D.I. 187] (the "First Extension"), (ii) April 23, 2026 [D.I. 243] (the "Second Extension,"), (iii) April 30, 2026 [D.I. 258] (the "Third Extension," together with the First Extension, the Second Extension, and Cash Collateral Stipulation, the "Extended Cash Collateral Stipulation");

WHEREAS, pursuant to the Extended Cash Collateral Stipulation, together with the interim orders dated November 25, 2025; December 4, 2025; December 18, 2025; January 8, 2026; January 21, 2026; and January 28, 2026 (collectively, with the Extended Cash Collateral Stipulation, the "Interim Orders"), Wells Fargo consented to, and this Court approved, the Debtor's use of the Cash Collateral in the amounts and for the purposes set forth therein;

WHEREAS, pursuant to the terms of the Extended Cash Collateral Stipulation, the Termination will occur on May 31, 2026;

WHEREAS, the Debtor's revised Budget (which is annexed hereto and incorporated herein as Exhibit A (the "Budget")) indicates and the Debtor asserts that the orderly continuation of Debtor's business continues to be dependent upon its ability to use the Cash Collateral, and the Debtor is without sufficient funds to continue operations without the use of Cash Collateral;

WHEREAS, subject to the terms and conditions of this Fourth Extension Stipulation, Wells Fargo is willing to permit the Debtor to continue to use the Cash Collateral solely for the purposes set forth in and in accordance with the terms and conditions of the Budget and the terms hereof;

NOW, THEREFORE, subject to Bankruptcy Court approval of this Fourth Extension Stipulation, it is hereby stipulated and agreed by and between the Debtor and Wells Fargo as follows:

1. DEFINITIONS. All terms not otherwise defined herein shall have the meanings given them in the Cash Collateral Stipulation.

2. EXTENSION OF TERM. The Termination date of May 31, 2026, set forth in Paragraph 2 of the Extended Cash Collateral Stipulation is hereby modified and extended to June 21, 2026.

3. ADEQUATE PROTECTION PAYMENTS. The Adequate Protection Payments set forth in Paragraph 3.c of the Cash Collateral Stipulation are hereby modified to include the following additional adequate protection payments to Wells Fargo: (i) subject to one or more written notices of instruction that may be issued by the Debtor or its counsel to Wells Fargo advising that it may debit the Debtor's DIP Account for the amount of the proceeds received from the sale of the Debtor's Personal Property, Wells Fargo will be authorized to debit the Debtor's DIP Account for the amount(s) identified in the Debtor's written notice(s) to Wells Fargo; and (ii) subject to one or more written notices of instruction that may be issued by the Debtor or its counsel to Wells Fargo advising that it may debit the Debtor's DIP Account for the amounts received from the completed projects, Wells Fargo will be authorized to debit the Debtor's DIP Account for the amount(s) identified in the Debtor's written notice(s) to Wells Fargo. On or before July 15, 2026, Wells Fargo shall provide the Debtor and its counsel with an accounting of the Wells Fargo Claim as of the Petition Date and all adequate protection payments received after the Petition Date through and including June 30, 2026.

4. CONDITIONS FOR USE OF CASH COLLATERAL. The Debtor is authorized to use Cash Collateral under the terms of the Cash Collateral Stipulation, as modified hereby, in accordance with the revised Budget attached hereto. Effective as of the date of this Fourth Extension Stipulation, any references to "Budget" in the Cash Collateral Stipulation shall be deemed to refer to the Budget attached as Exhibit A hereto.

5. RATIFICATION; FURTHER MODIFICATION. Except as expressly set forth herein, all other terms of the Cash Collateral Stipulation, or the Interim Orders, remain in full force and effect, have not been modified, and are hereby ratified by each of Wells Fargo and the Debtor.

Any further modifications of the Extended Cash Collateral Stipulation or Interim Orders, or the Budget, are subject to the terms set forth in Paragraph 12 of the Cash Collateral Stipulation.

6. COURT APPROVAL, CONDITIONS TO EFFECTIVENESS. This Fourth Extension Stipulation shall not be effective until the entry of an Order of the Bankruptcy Court approving and authorizing the Debtor to enter into this Fourth Extension Stipulation.

7. FURTHER HEARING. A further hearing to consider whether the Debtor's use of Cash Collateral may be extended beyond June 21, 2026, shall be held on June 17, 2026, at 12:30 p.m. (ET) by Zoom audio (1-646-828-7666 with Meeting ID 160 6807 8081).

NOTICE

7. Within three (3) business days of this Order, the Debtor shall cause copies of this Fourth Extension Stipulation and order to be served via electronic mail or First Class mail upon (i) the twenty (20) largest unsecured creditors in this bankruptcy case, (ii) the Office of the United States Trustee, (iii) all parties who have timely filed requests for notices under Bankruptcy Rule 2002, (iv) counsel to Wells Fargo, and (v) all parties known to the Debtor to have liens on or a security interest in Cash Collateral.

[signature page follows]

STIPULATED AND AGREED:

DAN LEPORE & SONS COMPANY
By its Counsel,
Karalis PC

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Attorney for Wells Fargo Bank, N.A

BY THE COURT:

Dated: May 28, 2026

ASHELY M. CHAN
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT A

BUDGET

Dan Lepore & Sons Company
Cash Collateral Budget
For the Weeks Ending June 7th 2026 to June 21st 2026

	Notes		Week Ending 6/7/2026		Week Ending 6/14/2026		Week Ending 6/21/2026
Cash Receipts							
EB-Dobco JV - Montco JC	Notes 1 and 5		17,000		17,000		17,000
EB-Dobco JV - MCJC Terazzo	Notes 1 and 5						
Bedwell - First Bank							
EPIC - ACIT							
Proceeds from Completed Projects	Note 6 and 7						
Proceeds from Sale of Personal Property	Note 9						
Total Cash Receipts		$	17,000	$	17,000	$	17,000
Jobs							
Materials/equipment/rental payments - other Jobs	Note 2						
Field labor - EB JV- Montco JC			12,000		12,000		12,000
Field labor - EB JV- MCJC Terrazo							
Field labor - Philadelphia Ballet							
Field labor - ACIT ticket/allowance							
Field labor - Paine Plaza							
Field labor -First Bank							
Field labor - Chubb/2000 Arch							
Field labor - LDS							
Shop Payroll			3,000		3,000		3,000
Payroll Taxes (employee) on Job Related Labor			4,650		4,650		4,650
Payroll Taxes (employer) on Job Related Labor			1,650		1,650		1,650
Union Benefits on field labor and shop	Note 3				12,000		
Total Job Related Disbursements	-	$	21,300	$	33,300	$	21,300
Office payroll			6,350		6,350		6,350
Office Payroll taxes			2,540		2,540		2,540
Rent			10,500				
Insurance			22,100				
Payroll processing			600		700		600
Employee Benefits			786		2,307		
Telephone			345				
Equipment leases/expenses					630		494
IT support			420		420		420
Utilities					5,000		610
Misc Office Exp			542		350		350
Fees (ordinary course professionals)			1,170				
Shop Supplies			400		400		400
Postage + Next Day			300				435
Total Operating Disbursement	-	$	46,053	$	18,697	$	12,199

Dan Lepore & Sons Company
Cash Collateral Budget
For the Weeks Ending June 7th 2026 to June 21st 2026

	Notes	Week Ending 6/7/2026	Week Ending 6/14/2026	Week Ending 6/21/2026
Operating Cash Flow		$ (50,353)	$ (34,997)	$ (16,499)
Other Disbursements Adequate Protection Payments				
Wells Fargo Line of Credit at Contract Rate	Note 4	10,057		
Adequate Protection Payments				
Company professional fees:				
Counsel -- bankrupty				
Financial advisors				
Accounting				
UST Quarterly Fees				
Total Other Disbursements		$ 10,057	$ -	$ -
Net Cash Flow		$ (60,410)	$ (34,997)	$ (16,499)

Wells Fargo Bank - Beginning	$ 596,549	$ 540,115	$ 507,615
Wire Transfer In			
Deposits	-	-	-
Less Disbursements Wells Fargo	46,434	7,500	3,309
Less Wire Transfers to Payroll	10,000	25,000	15,000
Less Restricted Cash			
Wells Fargo Bank - Ending Available Cash	$ 540,115	$ 507,615	$ 489,306

TD Bank Payroll Account - Beginning	$ 11,124	$ 7,148	$ 4,651
Deposits	17,000	17,000	17,000
Wire Transfers In	10,000	25,000	15,000
Disbursements	30,976	44,497	30,190
TD Bank Payroll Account - Ending	$ 7,148	$ 4,651	$ 6,461

Dan Lepore & Sons Company
Cash Collateral Budget
For the Weeks Ending June 7th 2026 to June 21st 2026

	Notes	Week Ending 6/7/2026	Week Ending 6/14/2026	Week Ending 6/21/2026
Total Cash - Beginning		$ 607,673	$ 547,263	$ 512,266
Total Cash - Ending - Available Cash		$ 547,263	$ 512,266	$ 495,767
Total Restricted Cash - Beginning	Note 8	$ 392,644	$ 392,644	$ 392,644
Add Receipts				
Less Disbursements				
Total Restricted Cash - Ending		$ 392,644	$ 392,644	$ 392,644
Proceeds from Completed Projects - Beginning	Note 7			
Add Receipts		-	-	-
Less Disbursements		-	-	-
Proceeds from Completed Projects - Beginning		$ -	$ -	$ -
Debtors Earned Funds - Beginning	Note 8	$ 282,987	$ 282,987	$ 282,987
Debtors Earned Funds - Ending		$ 282,987	$ 282,987	$ 282,987

Note 1 – EB-DOBCO JV (a) on a weekly basis reimburses DLS for direct union labor for its jobs, (b) pays by joint check invoices for materials/equipment/rentals required for its jobs, and (c) pays by joint check, on a monthly basis, the union benefits for its field labor, and (d) pays the approved monthly request for payment, less the amounts paid under provisions (a), (b) and (c) above.

Note 2 - See attached schedule of payments to be made via joint check.
Note 3 - Union Benefits are payable by the 15th day of the following month.
Note 4 - Interest due monthly at the contract rate of 7.70% on the outstanding principal balance less any periodic paydowns.
Note 5 - Reserved
Note 6 - Amounts due from Court Approved agreements will be remitted to WF as adequate protection payments during the week following the receipt.
Note 7 - Funds received by the debtor from completed projects will be remitted to Wells Fargo as adequate protection payments.
Note 8 - Restricted Cash is maintained in the Debtor's DIP account at Wells Fargo and listed separately for this report.
Note 9 - Amounts received from the sale of personal property will be remitted to WF as adequater protection payments during the week following the receipt.

Dan Lepore & Sons
Proceeds from Completed Projects
For the Weeks Ending June 7th 2026 through June 21st 2026

		Footnotes	Cash Balance Net Due	Amounts Received	6/7/2026	6/14/2026	After 6/21/2026
21-076	PUAM-Change order Driscoll	(5)	$ 20,000				$ 20,000
23-012	Swrthmr Clg-Mrt	(4)	188,028				188,028
23-021	MLK Dr. Bridge	(1)	24,144				24,144
23-077	Marquand Change order Driscoll	(5)	43,102				43,102
23-085	Chichestr HS Re	(3)	38,280				38,280
23-050	Spark Therapeutic	(2)	125,360				125,360
23-069	Rdng SD New Stm	(1)	131,713				131,713
			$ 570,627	$ -	$ -	$ -	$ 570,627

(1) Final payment subject to City approving change order.
(2) Pending Replacement Stones damaged by others. Remaining work completed March 3/13/2026 and balance billed.
(3) Agreement approved by Court; amount due Debtor will be paid when Owner pays general contractor.
(4) Settlement agreement under negotiation.
(5) Agreement approved by Court; waiting for payment.