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)** **Doc. No.:**
BRAYMAN PRECAST, LLC, **Movant,** **v.** **NO RESPONDENTS.**	**Related to Document No.: 16, 140, 141 & 158** **Hearing Date: September 30, 2026** **Hearing Time: 2:00 PM (EST)** **Response Deadline: September 23, 2026 at 4:00 PM (EST)**

SECOND DECLARATION OF ADAM COHEN, CHIEF RESTRUCTURING OFFICER IN SUPPORT OF MOTION OF DEBTOR FOR ENTRY OF THE FINAL 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

I, Adam Cohen, hereby declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the following is true and correct to the best of my knowledge, information, and belief:

1. I am the Chief Restructuring Officer ("CRO") of Brayman Precast, LLC (the "Debtor").

2. The Debtor filed its voluntary chapter 11 petition on July 24, 2026 (the "Petition Date"). I submitted a Declaration in Support of Debtor's Chapter 11 Petitions and First-Day Motions (the "First Day Declaration"), and a *Declaration in Support of Motion of Debtor for Entry of the Final 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 (the "Interim DIP Declaration")[1] [Doc. No. 16-2], both of which are incorporated herein by reference in its entirety.

3. As the CRO, I am independently authorized to negotiate the debtor-in-possession financing ("DIP Financing") and have been since the Petition Date. Prior to being engaged, I had no prior relationship or affiliation with the Debtor. I likewise have never had a relationship or affiliation with the Debtor's manager, its owner, and/or any of the lenders providing DIP financing (the "DIP Lender"), or any other entity related to or affiliated with the DIP Lender. I have no pecuniary interest in the DIP Financing and I am wholly disinterested.

4. Following the Petition Date, this Court entered the *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* (the "Interim Order").

5. Thereafter, the Debtor, with the assistance of its professionals, has been actively transitioning into the chapter 11 case, including, among other things, engaging in discussions with case parties about their respective claims, completing its schedules and statement of financial affairs (collectively, the "Schedules"), and developing potential exit strategies to be embodied in a plan.

6. Following completion of the Schedules, the Debtor and its professionals identified payments made to and from insiders within the one-year period prior to the Petition Date. Thereafter, upon consultation with the Debtor's professionals, we engaged with counsel for the DIP Lender to discuss waiving certain release provisions prior to the hearing for entry of a final order on the *Motion of Debtor for Entry of the Final Order (I) Authorizing the Debtor to Obtain*

[1] Capitalized terms not defined here shall have the meaning ascribed to them in the First Day Declaration or Interim DIP Declaration, as applicable.

Postpetition Financing, (II) Granting Liens and Providing Superpriority Administrative Expense Status, (III) Authorizing Use of Cash Collateral, and (IV) Granting Related Relief (the "DIP Motion") [Doc. No. 16].

7. The DIP Lenders, through counsel, agreed to delete certain release provisions, which are embodied in a revised proposed final order (the "Proposed Final Order") to be filed with the Bankruptcy Court in this case. I have reviewed the Proposed Final Order and I believe it is in the best interest of the Debtor, its estate and its creditors.

8. The DIP Facility is being advanced to fund the restructuring efforts of the Debtor and to provide the parties in interest with an opportunity to attempt to reach agreement on the terms of a global restructuring. The funding is necessary to, among other things, preserve operations and enterprise value, maintain insurance, and pursue insurance recoveries. It is the fuel for the restructuring engine – without it, there is no chapter 11. The DIP Financing provides an open slate of restructuring options, while preserving jobs and optionality. Also, the financial terms are immensely favorable:

a. The total debt facility is $2.5M,
b. Standard interest rate is US prime + 2%, with PIKing option
c. Commitment fee is $25k,
d. Exit fee is 2.5% of amounts advanced, except if repayment is in the form of a credit bid,
e. Maturity is 12 months, providing the Debtor with more than adequate time to restructure,
f. Limited restrictions on use,
g. 15% variance on budgeted disbursements measured cumulatively, and
h. No roll up.

9. All discussions and negotiations with counsel for the DIP Lender were at arm's length and conducted in good faith. On behalf of the Debtor, I and the Debtor's representatives have secured concessions that we believe are beneficial to the Debtor, its estate, and its creditors. I have been regularly informed about the terms of the DIP Financing, the negotiations of the same,

and the proposed relief sought in connection with the DIP Motion. The decision to advance the DIP Motion, seek approval of the Interim Order, and seek approval of the Proposed Final Order have been based on my informed business judgment, while taking into consideration the overall fairness of the DIP Financing and the terms and conditions related thereto. I believe the terms of the DIP Financing and those set forth in the Proposed Final Order are in the best interests of the Debtor, its estate, and its creditors and are fair and equitable considering the facts and circumstances surrounding the Debtor's business and this case.

10. I do not believe the relief sought in the Proposed Final Order is unjustified, overbroad or premature. I feel the relief sought is wholly appropriate considering the genuine risk that absent entry of the Proposed Final Order and further funding of the DIP Financing, the Debtor may need to cease operating, its employees may lose their jobs, outstanding contracts may go unperformed (with corresponding damages and loss of revenue), and creditors and administrative creditors of the Debtor will be materially harmed.

11. I solicited other proposals for DIP Financing and was unable to find a lender who would provide more favorable credit terms considering the facts and circumstances surrounding this case, including some of the alleged claims and asset base.

12. I submit, based on my informed, reasonable and disinterested judgment, that the Court should promptly approve the DIP Financing on the terms and conditions set forth in the Proposed Final Order, as they are in the best interests of the Debtor, its estate, and its creditors and are intrinsically fair to all parties in interest. The failure to obtain the relief sought in the DIP Motion and the Proposed Final Order will likely result in material and imminent harm to the Debtor, its estate and its creditors considering the facts and circumstances surrounding this Debtor and this bankruptcy case.

13. For the reasons set forth in this Declaration, the DIP Motion and the Proposed Final Order, I respectfully request that the Court enter the Proposed Final Order following the Final Hearing.

I declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed this 26th day of August 2026

/s/ Adam Cohen
Adam Cohen
Chief Restructuring Officer of
Brayman Precast, LLC