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 RESPONDENT.**	**Related to Document No.:** **Hearing Date:** **Hearing Time:** **Response Deadline:**

DECLARATION OF ADAM COHEN IN SUPPORT OF
DEBTOR'S CHAPTER 11 PETITION AND FIRST-DAY MOTIONS

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:

I. INTRODUCTION AND BACKGROUND OF DECLARANT

1. I am the Chief Restructuring Officer of Brayman Precast, LLC ("Precast" or the "Debtor"). The Debtor filed a petition for relief under Chapter 11 of Title 11 of the United States Code on July 24, 2026 (the "Petition Date"). The Debtor has filed or will file retention applications for Raines Feldman Littrell LLP as bankruptcy counsel and GGG Partners, LLC ("GGG Partners") as its financial advisor, and may seek to retain additional professionals.

2. Prior to the Petition Date, I was hired to serve as Chief Restructuring Officer ("CRO"). I have approximately 22 years of experience in restructuring, and finance. Since assuming this position, I have been actively involved with Precast's management and its professionals. I hold an undergraduate business degree from the University of Michigan and a Masters of Business Administration from Emory University.

3. In my capacity as CRO, I have personal knowledge of, or have reviewed materials and consulted with appropriate personnel regarding, the Debtor's business operations, capital structure, financial condition, and the circumstances leading to the commencement of this chapter 11 case (the "Chapter 11 Case"). I am authorized to submit this Declaration on behalf of the Debtor.

4. This Declaration is submitted to: (a) provide background regarding the Debtor's businesses, capital structure, and the circumstances giving rise to this Chapter 11 filing; and (b) support each of the First Day Motions described herein. To the extent this Declaration contains statements regarding legal standards, applicable law, or anticipated outcomes, I have relied on the advice of counsel for such matters. All other statements are based on my personal knowledge or review of business records.

5. Since the Petition Date, the Debtor continues to operate its businesses and manage its property as Debtor-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee, examiner, or official committee of unsecured creditors has been appointed in this Chapter 11 Case as of the date of this Declaration.

II. JURISDICTION AND VENUE

6. This Court has jurisdiction over this case and the First Day Motions pursuant to 28 U.S.C. §§ 157 and 1334 and the Standing Order of Reference for the Western District of Pennsylvania. Venue is proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409 because the Debtor's principal place of business and/or domicile is located within this District. These are core proceedings pursuant to 28 U.S.C. § 157(b)(2).

III. THE DEBTOR'S BUSINESS

A. Overview

7. The Debtor is a Pennsylvania limited liability company that is wholly owned by Stephen Muck.

8. The Debtor is a leading manufacturer of precast concrete products serving a diverse range of industries throughout the Mid-Atlantic and beyond. Established in 2011, the company has built a reputation for delivering innovative, engineered precast solutions that meet the demanding requirements of transportation, marine, industrial, commercial, and public infrastructure projects. The Debtor is likewise a member of both the Precast Concrete Institute (PCI) and the National Precast Concrete Association (NPCA).

9. The Debtor's product offerings include precast bridge deck panels, structural bridge components, precast stair systems, box culverts, lagging wall panels, and a wide variety of custom-engineered precast concrete elements designed to meet project-specific requirements. In addition to its precast manufacturing capabilities, the Debtor fabricates and pre-ties reinforcing steel cages, providing customers with integrated solutions that improve quality, reduce field labor, and accelerate project schedules.

10. The Debtor supplies products for state and federal transportation projects, marine and waterfront facilities, public works infrastructure, utilities, and private industrial and commercial developments and regularly works with other contractors, subcontractors and numerous third parties. While many of these other parties are not creditors of the Debtor, they nonetheless may be parties-in-interest.

11. The Debtor's primary manufacturing facility is located at 2900 South Noah Drive, Saxonburg, Pennsylvania, and consists of an office building, manufacturing plant, and a rebar building (collectively, "the Facility"), which the Debtor leases under that certain Lease dated May 15, 2012, as amended, with Victory Road, LLC, an entity related to the Debtor.

B. PREPETITION INDEBTEDNESS

12. As of the Petition Date, the Debtor's indebtedness consists primarily of unsecured trade obligations, including trade payables owed to vendors, subcontractors,

suppliers, and other entities in the approximate aggregate amount of $373,124.74, as well as other contingent, unliquidated, or disputed claims.

13. The aggregate amount of the Debtor's non-contingent, unliquidated and undisputed claims is approximately $590,000.00.

IV. EVENTS LEADING TO THE FILING

A. Business and Operational Background

14. Historically, the Debtor operated without material adverse event, generating approximately $12 million in gross revenue per year depending upon the year.

15. On April 8, 2026, an incident occurred in connection with a new parking garage being built for The Children's Hospital of Philadelphia, located in Philadelphia, Pennsylvania (the "Incident"). A portion of the parking garage collapsed and three construction workers lost their lives. The parking garage was subsequently demolished. The Debtor was one of multiple entities who provided services in connection with the Incident. The Incident remains under investigation.

16. Following the Incident, the Debtor started to receive correspondence from legal representatives of those harmed indicating the threat of litigation. The Debtor likewise has had to incur additional costs associated with retaining professionals who are assisting in its internal investigation.

17. Despite the ongoing investigation, as a result of media coverage surrounding the Incident, the Debtor has also experienced a drop in contract awards, which naturally impairs revenue and affects operations going forward.

18. As liquidity eroded, the Debtor engaged GGG Partners as financial advisor to assist in evaluating strategic alternatives, including potential financing, a sale of assets of the business, and restructuring options. Based on the facts and circumstances surrounding this matter, including, among other things, the liquidity strain it was facing and the cloud of

uncertainty over future business (and erosion of the same), the Debtor determined that an out-of-court solution was unlikely.

B. Decision to Commence Chapter 11

19. After careful consideration of the available alternatives, the Debtor, with the advice and assistance of its financial advisor and legal counsel, determined that commencing this Chapter 11 Case is the best available mechanism to (a) preserve and maximize the value of its estate for the benefit of all stakeholders, (b) maintain ongoing operations and protect the employees and their families who depend on the Debtor, (c) obtain access to the debtor-in-possession financing necessary to fund operations during the pendency of the case, and (d) pursue a value-maximizing sale process and/or a plan of reorganization under the protection and supervision of this Court. This Chapter 11 Case is proceeding under Subchapter V of chapter 11 of the Bankruptcy Code.

V. FIRST-DAY MOTIONS

20. Contemporaneously with the filing of the petition, the Debtor has filed a number of First Day Motions.[1] The Debtor requests the Court grant the First Day Motions on an interim and/or final basis, as applicable. The overarching objectives of the First Day Motions are to: (a) preserve and protect the Debtor's estate; (b) pay certain limited prepetition employee, tax, and vendor obligations; (c) obtain access to postpetition financing to provide essential working capital liquidity and minimize the risk of administrative insolvency; and (d) establish procedures to allow the Debtor to operate as smoothly as possible while they pursue strategic alternatives.

21. Each of the First Day Motions and the factual basis for the relief sought therein is described below.

[1] Undefined capitalized terms used in this Declaration shall have the meaning ascribed to them in the relevant First Day Motion.

A. DIP Financing and Cash Collateral

22. The Debtor has filed a motion (the "DIP Motion") seeking authority, on an interim and final basis, to (a) obtain postpetition secured financing (the "DIP Facility") and (b) use the DIP Lenders' cash collateral, pursuant to sections 362, 363, and 364 of the Bankruptcy Code.

23. As of the Petition Date, the Debtor's cash on hand is approximately $161,509. Absent access to the DIP Facility, the Debtor will be unable to fund its payroll obligations (estimated at approximately $147,000.00 every 2 weeks), pay vendors and subcontractors on ongoing projects, service its insurance obligations, or meet other ordinary-course operating expenses. Without immediate access to liquidity, the Debtor's operations could cease, resulting in irreparable harm to the estate, the loss of approximately forty (40) jobs, and the destruction of substantial going-concern value that would otherwise be available for distribution to creditors.

24. I have reviewed DIP Facility budget and submit that it is reasonable and appropriate based on my understanding of the Debtor's operations and the facts and circumstances surrounding this Chapter 11 Case. The Debtor represents it has sufficient funds to make certain requested payments in the ordinary course by virtue of cash reserves, DIP funding, and expected cash flows from ongoing business operations. The DIP Facility is therefore necessary and essential not only as a standalone liquidity source, but as the mechanism through which each of the First Day Motions described herein can be funded.

25. The Debtor marketed the DIP Facility to three (3) potential lenders. After arm's-length negotiations conducted in good faith, the Debtor determined that the proposed DIP Facility, provided by BPC-DIP Lender, LLC, and its participating lenders Brayman Holding Company, Inc., Brayman Construction Company, and Stephen M. Muck (collectively, the "DIP Lender"), represents the best financing available to the Debtor. Considering the facts and

circumstances surrounding this Chapter 11, Case, no other lender offered to provide unsecured financing or financing on terms more favorable than those offered by the DIP Lender. The terms of the DIP Facility were negotiated at arm's length and in good faith, and I believe those terms are fair, reasonable, and adequate under the circumstances.

26. A detailed description of the terms of the DIP Facility, including the material conditions, covenants, events of default, and fees, is set forth in the DIP Motion and the proposed DIP Credit Agreement attached thereto. I believe that the DIP Facility is in the best interest of the estate and the DIP Motion, and the terms contained therein, should be approved. Time is of the essence; even a short delay in obtaining interim approval could result in the inability to fund the next payroll, pay critical vendors, maintain insurance, or pay other operational costs, each of which would cause irreparable harm to the Debtor's business, employees, and creditors.

B. Cash Management System

27. The Debtor has filed a motion (the "Cash Management Motion") seeking authority to (a) continue its existing cash management system as it existed as of the Petition Date, (b) maintain and use its existing bank accounts, and (c) continue to use existing business forms.

28. As of the Petition Date, the Debtor operates a cash management system consisting of two (2) Bank Accounts – an operating account and a payroll account. Accounts receivable collections flow into the Debtor's operating account and operating disbursements flow out of the Debtor's operating account. The payroll account is used for payroll disbursements. The Debtor's Bank Accounts are held at PNC Bank, National Association.

29. The Debtor's primary source of revenue consists of revenue generated from its services and operations. The projected collections on outstanding accounts receivable is reflected on the budget attached to the DIP Motion (subject to allowable variances).

30. Prior to the Petition Date, the Debtor's operating account participated in a zero balance account arrangement under which funds on deposit in the Debtor's operating account and payments from the Debtor's operating account were swept on a daily basis to and from a non-debtor related entity's master account (the "Zero Balance Account") with corresponding credits and debits being accurately recorded and accounted for.

31. In advance of commencing this Chapter 11 Case and to avoid reporting complications within this Chapter 11 Case, the Debtor ceased this past practice by terminating the sweeping function, while maintaining the same Bank Accounts. The Debtor and its related entity closely monitored the balance of cash that the Debtor would have under a normal (non-Zero Balance Account scenario. After terminating the sweep function, the related entity transferred the correct amount of money to the Debtor's operating account such that no funds were due to or due from the related entity as of the Petition Date.

32. The Debtor, in the ordinary course of its business, likewise maintained certain Business Forms, such as letterhead, purchase orders, invoices and checks, that would be unnecessarily costly and operationally disruptive to replace and/or modify. The continued use of the Debtor's Business Forms will unquestionably enable it to seamlessly transition into bankruptcy and save funds that otherwise can be used to advance the interests of the estate and its creditors.

33. Additionally, the Cash Management System involves a continuation of certain intercompany transfers with related entities that are necessary, practical, and beneficial to the Debtor, including those associated with certain ordinary course transfers, payroll processing, and maintenance of insurance. The Intercompany Transfers are an integral component of the Debtor's ordinary course operations and the continuation of the same promotes administrative efficiency, maintenance of necessary business functions, and ultimately cost-savings.

34. Complying with the U.S. Trustee's standard guidelines requiring the closure of existing accounts and the opening of new debtor-in-possession accounts, the establishment of separate tax and cash collateral accounts, and the reprinting of checks and other business forms would cause significant disruption to the Debtor's operations. The Debtor's cash management system includes internal controls sufficient to prevent unauthorized prepetition payments. Continued payment of bank fees and charges is necessary to avoid the risk of account freezes, setoff, or refusal of banking services, which would themselves constitute a material disruption. Continued intercompany transactions are integral to the Debtor's operations and promote efficiency.

35. The Debtor submits that the requested relief is necessary to avoid immediate and irreparable harm because any disruption to the cash management system within the first twenty-one (21) days of the cases would impair the Debtor's ability to fund payroll, collect receivables, and make other time-sensitive payments required to maintain operations.

C. Utilities

36. The Debtor has filed a motion (the "Utilities Motion") seeking (a) a determination that the Debtor has provided adequate assurance of payment to its utility providers, (b) approval of procedures for resolving requests for additional adequate assurance, and (c) prohibition of utility providers from altering, refusing, or discontinuing service.

37. As of the Petition Date, the Debtor obtains utility services—including electricity, natural gas, water, sewage and garbage disposal from approximately five (5) utility providers (the "Utility Providers"). A schedule of the Utility Providers is attached to the Utilities Motion as Exhibit A. The Debtor's average monthly expenditure for utility services is approximately $9,325.00, and the estimated total utility cost for the first thirty (30) days of this case is approximately $9,325.00. As of the Petition Date, the Debtor does not hold deposits

with any Utility Provider. The Debtor intends to pay all postpetition utility obligations timely in the ordinary course of business from DIP proceeds and/or cash collateral.

38. As adequate assurance of payment, the Debtor proposes to pay each Utility Provider an adequate assurance deposit in the amount equal to one-half month's average utility costs, which in the aggregate is approximately $4,662.50, within thirty (30) days of the entry of the Court's interim order.

39. Uninterrupted utility service is essential to the Debtor's ongoing operations. A disruption or termination of utility service—even for a brief period—would jeopardize ongoing project performance, the safety of workers and equipment, and the Debtor's ability to maintain its business office. The proposed adequate assurance deposit provides Utility Providers with more than sufficient assurance, and no provider should require or seek additional protection beyond that proposed. Adequate assurance under section 366 of the Bankruptcy Code does not require an absolute guarantee of payment; rather, it requires only that a utility provider has sufficient certainty of payment for postpetition services.

D. Wages, Compensation, and Employee Benefits

40. The Debtor has filed a motion (the "Wages Motion") seeking authority to (a) pay prepetition wages, salaries, and other compensation to employees; (b) maintain and continue employee benefit programs; and (c) remit applicable payroll taxes and withholdings. By the Wages Motion, the Debtor likewise seeks direction to banks and financial institutions to honor payment for such obligations.

41. As of the Petition Date, the Debtor employs approximately forty (40) individuals in Pennsylvania, consisting of approximately thirty-one (31) hourly employees and approximately nine (9) salaried employees. These employees perform functions critical to the Debtor's ability to administer this case and continue operations, including engineering, safety oversight, project management, human resources, finance, and accounting.

42. The Debtor's employees comprise one of the most critical components of its operations. The employees rely on their compensation to pay their living expenses and support their families and will be exposed to significant financial hardship if the Debtor is unable to either pay amounts due for work performed prior to the Petition Date or continue paying these amounts in the ordinary course of business. The requested relief is critical to adequately alleviate the Employees' concerns about being paid for work performed pre-petition.

43. The Debtor's obligations relating to its employees include, among other things, wages, expenses reimbursements, performance-based bonus programs, federal and state withholding taxes, and other amounts withheld in accordance with applicable law or company-based programs (the "Employee Obligations"). Additionally, the Debtor provides health and welfare benefits, 401(k) retirement plans, and other miscellaneous benefits in the ordinary course of its business (the "Employee Programs").

44. I have reviewed the Wages Motions and the amounts associated with Employee Obligations and Employee Programs and submit that those amounts as stated are accurate. By the Wages Motion, the Debtor seeks authority, but not direction, to pay its Employee Obligations and honor its obligations under the Employee Programs that accrued prior to, but are not payable until after, the Petition Date in the total amount of approximately $215,683. None of the relief sought in the Wages Motion seeks to pay insiders of the Debtor.

45. The Debtor manages and processes payroll through a non-debtor related entity, Brayman Holding Company ("BHC"). BHC provides shared administrative services to the Debtor, which includes payroll processing. The Debtor reimburses BHC for these administrative services as the amounts owed by the Debtor to BHC accrue. This arrangement is both cost-effective and beneficial to the Debtor and its estate, which is why the Debtor requests authority to continue utilizing the shared administrative services provided by BHC to process its payroll in the ordinary course of business post-petition.

46. The relief requested herein will benefit the Debtor's estate and creditors by allowing the Debtor's business operations to continue without interruption while the Debtor proceeds through this Chapter 11 Case. Without such payments, the Debtor believes that its Employees may immediately seek alternative employment opportunities. This would deplete the Debtor's workforce, hinder the Debtor's ability to meet its obligations during this Chapter 11 Case, and diminish confidence in the Debtor.

47. To avoid disruption in the Debtor's operations, I believe it is likewise important for the Court to direct that financial institutions honor the remittance of funds necessary to honor Employee Obligations as sufficient funds will be available based on other relief being sought by the Debtor coupled with operational revenue.

48. Based on the foregoing, I submit that the immediate approval of the Wages Motion is necessary to avoid irreparable harm to the Debtor's estate.

E. Critical Vendors

49. The Debtor has filed a motion (the "Critical Vendor Motion") seeking authority to pay certain prepetition claims of critical vendors in the ordinary course of business.

50. The Debtor relies on a limited number of suppliers and service providers that are critical to the operation, maintenance, safety, and completion of their construction projects. These vendors provide goods and services on favorable trade terms that are material to the Debtor's ability to perform on required project timelines. These vendors cannot be easily or quickly replaced. A disruption in supply from any of these critical vendors could materially disrupt the Debtor's operations and cause potentially irreparable harm to active project commitments and the going-concern value of the estates. The failure to pay prepetition obligations owed to these vendors risks their refusal to continue providing necessary goods and services postpetition.

51. Prior to the Petition Date, the Debtor, in consultation with its advisors, conducted a thorough review of their vendor relationships, including an analysis of its books and records, input from operations and project management personnel, and a review of relevant contracts and supply agreements. Based on this analysis, the Debtor identified a limited set of vendors whose continued cooperation is essential to ongoing operations and whose claims the Debtor seeks authority to pay. Accordingly, the Debtor seeks authority to pay critical vendor prepetition claims in an aggregate amount not to exceed $40,000.

52. Critical vendor payments will be made only to the extent that the Debtor, in its business judgment, determine such payments are necessary to maintain the vendor relationship, after consultation with the Office of the United States Trustee, and only if the vendor agrees, as a condition of payment, to continue providing goods and services to the Debtor on prepetition trade terms or on other terms no less favorable than those in effect immediately prior to the Petition Date. If a vendor accepts payment but does not thereafter honor the agreed terms, the Debtor reserves the right to seek disgorgement of such payments or to have such amounts recharacterized as postpetition obligations.

53. In the exercise of my business judgment, I submit that there is an immediate need for the relief sought in the Critical Vendor Motion to avoid immediate and irreparable harm to the estates.

F. Insurance

54. The Debtor has filed a motion (the "Insurance Motion") seeking authority to (a) continue, renew, and/or modify its insurance programs, (b) pay prepetition and postpetition insurance obligations, and (c) enter into new insurance agreements in the ordinary course. By the Insurance Motion, the Debtor likewise seeks direction to banks and financial institutions to honor payment for such obligations if payments are made.

55. The Debtor's Insurance Program consists of commercial policies administered by multiple insurance carriers covering, among other things, general liability, workers' compensation, employment practices and fiduciary liability. A comprehensive list of all insurance policies is attached to the Insurance Motion. The Debtor is part of certain group policies administered internally by a non-debtor related entity, BHC. The Debtor is a named insured under the Commercial Insurance Policies with the various Insurers and based on past practices and in the ordinary course of its business is responsible to BHC for its applicable portion of the premiums ("CIP Premium Obligations"), which are paid at various times (depending upon billing cycles under the policies). On average, the Debtor pays approximately $2,000 per month on account of CIP Premium Obligations and approximately $10,000 per month on account of its workers' compensation policy.

56. Maintenance of the Debtor's Insurance Program is required under its construction contracts, applicable law, and the operating guidelines of the United States Trustee. The lapse or cancellation of any insurance policy due to nonpayment would expose the Debtor, its employees, and its estate to substantial uninsured liability, create an inability to obtain replacement coverage (or replacement coverage only at substantially higher cost), and potentially place the Debtor in default under key project contracts. The resulting harm to the estate and creditors would be immediate and severe.

57. The Debtor believes the continuation of the existing Insurance Program on current terms and consistent with its past practices represents the best available coverage at the lowest practicable cost and is in the best interest of the estate. Immediate relief sought in the Insurance Motion is likewise required as continued insurance coverage is absolutely necessary.

58. The Debtor requests authority to continue to pay all of its prepetition and postpetition insurance premiums, fees, and related obligations, and request that its banks be directed to honor checks and wire transfers issued for authorized insurance payments.

G. Extension of Time to File Schedules and Statement of Financial Affairs

59. The Debtor has filed a motion (the "Schedules Extension Motion") seeking an extension of time to file its schedules of assets and liabilities, schedules of current income and expenditures, schedules of executory contracts and unexpired leases, and statements of financial affairs (collectively, the "Schedules and Statements").

60. While I understand the Schedules and Statements are ordinarily due within fourteen (14) days after the Petition Date, based on the facts and circumstances surrounding this Chapter 11 Case, additional time is required. Preparing complete and accurate Schedules and Statements requires the Debtor to compile, verify, and organize extensive financial and operational information from their books and records. The volume of information that must be reviewed and the breadth of the Debtor's business relationships—including active construction projects, numerous vendor and subcontractor relationships, bonding obligations, and other operational issues —render it impracticable to complete the Schedules and Statements within the fourteen-day period, particularly given the significant demands already placed on the Debtor's finance and accounting personnel in connection with the preparation and filing of the Chapter 11 petition and the First Day Motions.

61. The Debtor requests an additional fourteen (14) days (for a total of twenty-eight (28) days from the Petition Date) to file the Schedules and Statements. This extension will not prejudice any party in interest because the Debtor intends to file complete and accurate Schedules and Statements in advance of the section 341 meeting of creditors. The extension is consistent with extensions routinely granted in Chapter 11 cases of similar complexity.

H. Retention of Claims and Noticing Agent

62. The Debtor has filed an application under 28 U.S.C. § 156(c) (the "Claims Agent Application") seeking authority to retain and employ Omni Agent Solutions, Inc. ("Omni") as claims, noticing, and balloting agent to the Debtor.

63. As of the Petition Date, the Debtor's creditor matrix includes nearly three hundred (300) entities that may require service of court filings, notices, and other documents in these cases. Given the anticipated volume of notices, proofs of claim, and administrative filings, the appointment of a professional claims and noticing agent is necessary to allow the Debtor to discharge its notice obligations in a timely and efficient manner and to relieve the Clerk's Office of the administrative burden of processing a large number of claims and noticing requests. The Debtor selected Omni through a competitive process in which they solicited and reviewed proposals from at least three qualified firms. The Debtor determined that Omni's experience in large chapter 11 cases, its proposed fee structure, and the scope of services it will provide make it the most qualified and cost-effective candidate.

64. Omni will provide the following services, among others: (a) preparing and serving required notices; (b) maintaining official claims registers and processing proofs of claim; (c) providing access to an online claims portal; (d) assisting with the preparation of schedules, statements, and other court filings; (e) supporting balloting and solicitation in connection with any plan of reorganization; and (f) performing such other administrative services as directed by the Debtor and the Court.

I. Retention of Administrative Agent Under Section 327(a)

65. The Debtor has also filed an application under section 327(a) of the Bankruptcy Code (the "Administrative Agent Application") seeking authority to retain Omni as administrative agent to the Debtor, in addition to its role as claims and noticing agent.

66. The retention of Omni under section 327(a) is necessary because, in addition to its claims and noticing responsibilities under 28 U.S.C. § 156(c), Omni will provide a broader range of administrative services that fall within the scope of "professional persons" retained under section 327(a). These additional services include: (a) balloting and solicitation support in connection with a plan of reorganization; (b) assistance with the preparation of schedules

and statements of financial affairs; (c) data room management; (d) claims analysis and reconciliation; (e) distribution support; and (f) related treasury and depository services.

67. Omni will seek court-approved compensation for its services, subject to the requirements of sections 328 and 330 of the Bankruptcy Code and applicable guidelines of the United States Trustee. Omni has received an initial retainer of $25,000.00, which will be held and applied in accordance with the terms of Omni's engagement agreement. Omni's compensation, including any indemnification obligations, will remain subject to any DIP financing order and the DIP Budget.

J. Motion for Expedited Hearing

68. The Debtor has filed a motion (the "Expedited Hearing Motion") requesting that the Court grant an expedited hearing on the First Day Motions and authorize shortened notice with respect to such motions.

69. The First Day Motions address matters that are essential to the continued viability of the Debtor's business operations. Without expedited relief, the Debtor will be unable to: (a) fund payroll and maintain employee morale; (b) continue collections and disbursements through its existing cash management system; (c) avoid potential disruption by Utility Providers; (d) maintain insurance coverage required by contracts and applicable law; (e) pay employment related tax obligations; (f) retain critical vendors necessary for ongoing project performance; and (g) obtain postpetition financing through the DIP Facility. Each of these risks materializes within days of the Petition Date, such that only immediate emergency relief from this Court can prevent irreparable harm to the Debtor's estate and its creditors.

70. I submit that the First Day Motions present a genuine emergency and that relief on an expedited basis is both warranted and necessary under Bankruptcy Rule 9006(c) and applicable standards in this District.

VI. CONCLUSION

71. For the reasons set forth in this Declaration and in the First Day Motions, I respectfully request that the Court enter orders granting all of the relief sought in the First Day Motions on an interim or emergency basis, as applicable, and schedule a final hearing on those motions for which only interim relief is granted.

72. 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 24th day of July, 2026.

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