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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MONTANA**

IN RE:

ELITE EQUIPMENT LEASING, LLC,
Debtor.

Case No. 1:25-bk-10145-BPH

RELIABLE CONSTRUCTION
SERVICES, LLC,
Debtor.

Case No.: 1:25-bk-10147-BPH

RELIABLE CRANE SERVICE, LLC,
Debtor.

Case No.: 1:25-bk-10146-BPH

CHAMPION CRANE HOLDINGS, LLC,
Debtor.

Case No.: 1:25-bk-10149-BPH

CHAMPION CRANE RENTAL, INC.,
Debtor.

Case No.: 1:25-bk-10148-BPH

**MOTION FOR ORDER (A) AUTHORIZING DEBTORS TO OBTAIN
POSTPETITION FINANCING; (B) AUTHORIZING DEBTORS TO
USE CASH COLLATERAL; (C) GRANTING ADEQUATE PROTECTION TO
SECURED CREDITORS; AND (D) GRANTING RELATED RELIEF**

Debtors and debtors-in-possession Elite Equipment Leasing, LLC; Reliable Crane Service, LLC; Reliable Construction Services, LLC; Reliable Phoenix, LLC; Champion Crane Holdings, LLC; and Champion Crane Rental, Inc. (collectively, the “Debtors”) respectfully request (the “Motion”) that the Court enter an Order (a) authorizing the Debtors to obtain postpetition (DIP) financing from Commercial Funding Inc. (“CFI”), (b) authorizing the Debtors to use cash collateral of various secured lenders that may have a security interest in cash collateral, (c) granting adequate protection to secured creditors as set forth below, and (d) granting related relief. The Debtors request that the Court enter an interim order granting this relief on an emergency basis in order to prevent irreparable harm, followed by a final order after a hearing on regular notice.

The relief sought in this motion is consensual with respect to CFI (the Debtors’ current asset-based lender and proposed DIP lender) and with respect to Commercial Credit Group Inc. (“CCG”), which is by far the Debtors’ largest equipment financier and whose loan is also secured by a second-position lien on most of the Debtors’ cash collateral. As detailed below, several other equipment and other lenders also have junior liens on the Debtors’ cash collateral but have not, as of the filing of this motion, been asked to consent to the use of cash collateral. As explained below, the Debtors submit that any interest these smaller, more junior creditors may have in the Debtors’ cash collateral is adequately protected by the proposed cash collateral procedures.

RELIEF SOUGHT

1. The Debtors seek an interim order in the form attached as Exhibit A (the “Interim Order”) and, after notice and hearing, a final order in a substantially similar form (the “Final Order” and, together with the Interim Order, the “Orders”). The proposed Interim Order states the precise relief that the Debtors are seeking. The following is a summary of the key provisions contained in the Interim Order:¹

- A. Authorize the Debtors, as joint and several borrowers,² to obtain postpetition DIP financing from CFI in the form of a revolving line of credit (the “DIP Loan”) pursuant to the terms of the “DIP Loan Agreement,” a copy of which is attached as Exhibit B. The DIP Loan will be secured by:
 - a. a first position security interest in all pre- and post-petition cash collateral, to the same extent CFI had such priority on the Petition Date;
 - b. a first position lien on all unencumbered assets of the Debtors (excluding chapter 5 avoidance claims); and
 - c. A junior lien on all other Debtor assets, subordinated to existing liens and parties of record as of the Petition Date.
- B. Authorize the Debtors to incur obligations under the DIP Loan Agreement and in accordance with the DIP Budget attached as Exhibit C, in an aggregate principal amount of up to \$26,000,000 (exclusive of fees and expenses), which includes a “roll-up” of the outstanding secured prepetition obligation to CFI in the approximate amount of \$23,755,232.06, plus the extension of additional credit;
- C. Grant CFI a superpriority administrative claim pursuant to § 364(c)(1);
- D. Provide a “Carve-out” for professional fees;

¹ This Motion and this summary do not reflect every term and condition in the Interim Order and the associated DIP Loan Agreement. Readers are encouraged to review those documents for a complete description of the proposed loan terms and relief being sought.

² Reliable Crane Texas, LLC, a non-debtor entity, is also a borrower under the proposed DIP loan. This entity has no material assets or other liabilities but is included as a borrower at CFI’s request.

- E. Approve certain stipulations and acknowledgements, as described in the DIP Loan Agreement and the Orders, by the Debtors with respect to the prepetition loans of CFI and CCG;
 - F. Permit the Debtors to utilize cash collateral of CFI, CCG and other secured parties asserting liens on cash collateral;
 - G. Grant replacement liens to all secured creditors with an interest in the Debtors' cash collateral to the same extent, applicability and validity as existed prepetition up to the amount of any reduction or impairment of their prepetition collateral; and
 - H. Modify the automatic stay to the extent necessary to implement and effectuate the terms and provisions of the DIP Loan Agreement and the Orders.
2. For the avoidance of doubt, the Debtors are not seeking to “prime” any existing valid and properly perfected liens.

JURISDICTION AND VENUE

3. The Court has jurisdiction to consider this Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A). Venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The statutory bases for the relief requested are Bankruptcy Code §§ 105, 361, 362, 363, 364, and 507, Bankruptcy Rules 2002, 4001, 6003 and 9014, and Local Rules 2002-1, 4001-1, and 9013-1.

BACKGROUND

A. Chapter 11 Cases

5. On the same date as this Motion (the “Petition Date”), the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their business and managing their property as debtors in possession pursuant to §§ 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in these chapter 11 cases, and no committees have been appointed or designated.

6. A description of the Debtors' capital and corporate structures, businesses, and the

events leading to the commencement of these chapter 11 cases, as well as the facts and circumstances supporting this Motion and additional information about the Debtors and these cases are set forth in the separately-filed declarations of Darrell Shaw, the Debtors' Chief Executive Officer and founder, and Curt Kroll, the Debtors' Chief Restructuring Officer (collectively, the "First Day Declarations").

B. Compliance with Bankruptcy Rule 4001

7. As required by Bankruptcy Rule 4001(b)(1) and (c)(1)(B), the Debtors make the following disclosures in connection with the proposed DIP Loan:

Bankruptcy Code/Rule	Summary of Material Terms
Entities with a Potential Interest in Cash Collateral Bankruptcy Rule 4001(b)	<ul style="list-style-type: none"> • CFI • CCG • Celtic Bank • TBK Bank • TVT Capital Source LLC • EFFI
Use of Cash Collateral Bankruptcy Rule 4001(b)	To pay ordinary business expenses in accordance with the 13-week Budget
Duration of Use of Cash Collateral Bankruptcy Rule 4001(b)	Up to 36 months after Petition Date if not terminated earlier based on default. <i>See</i> DIP Loan Agreement.
Adequate Protection Bankruptcy Rule 4001(b)	<ul style="list-style-type: none"> • See below for adequate protection for CFI • Other creditors: replacement liens on postpetition cash collateral to the same extent and priority of their valid and perfected prepetition liens • CCG receives interest-only payments on its equipment liens
Carve-Out for Professional Fees, Court Fees, UST Fees	<i>See</i> Interim Order ¶ 7
DIP Lender Lien and Priority Claim	<ul style="list-style-type: none"> • CFI has first priority lien on all cash collateral, unencumbered collateral and all other collateral other than pre-existing PMSI equipment finance liens and other than

Bankruptcy Code/Rule	Summary of Material Terms
Bankruptcy Rule 4001(c)(1)(B)(i)	<p>Celtic Bank lien on assets of Champion Crane Holdings (consisting only of stock in Champion Crane Rentals);</p> <ul style="list-style-type: none"> • CFI has junior lien on all equipment junior to PMSI liens; • CFI has superpriority administrative claim;
Roll Up/Provisions Deeming Prepetition Debt to be Postpetition Debt Bankruptcy rule 4001(c)(1)(B)(ii)	CFI's prepetition revolving credit line rolled up into postpetition DIP loan. <i>See</i> Interim Order ¶ 17.
Stipulation to Prepetition Liens and Claims Bankruptcy Rule 4001(c)(1)(B)(iii)	Debtors stipulate to validity and amount of CFI and CCG claims and liens (not binding on other parties subject to limited challenge period). <i>See</i> Interim Order ¶¶ E, F, 8
Modification of Automatic Stay Bankruptcy Rule 4001(c)(1)(B)(iv)	Automatic stay modified to permit CFI and CCG to enforce rights in case of default. <i>See</i> Interim Order ¶ 16(b), (c)
Waiver of Certain Debtor Rights Bankruptcy Rule 4001(c)(1)(B)(v)	Debtors stipulate to validity and amount of CFI and CCG claims and liens (not binding on other parties subject to limited challenge period). <i>See</i> Interim Order ¶¶ E, F, 8
Waiver or Modification of Applicable Nonbankruptcy Law With Respect to Liens Bankruptcy Rule 4001(c)(1)(B)(vii)	Waiver of 11 U.S.C. § 506(c) surcharge, marshaling and certain equitable rights. <i>See</i> Interim Order ¶ 21(e).
Limitations on Certain Causes of Action Bankruptcy Rule 4001(c)(1)(B)(viii)	Debtors waive claims and causes of action against CFI and CCG (not binding on other parties subject to limited challenge period). <i>See</i> Interim Order ¶¶ E, F, 8.
Indemnifications Bankruptcy Rule 4001(c)(1)(B)(ix)	<i>See</i> DIP Loan Agr. ¶ 6.6 (release), and ¶ 7.7
Section 506(c) Waiver	<i>See</i> Interim Order ¶¶ 2(d), 4, 11

Bankruptcy Code/Rule	Summary of Material Terms
Bankruptcy Rule 4001(c)(1)(B)(x)	
Liens on Certain Causes of Action Bankruptcy Rule 4001(c)(1)(B)(xi)	No lien on chapter 5 avoidance actions. <i>See</i> Interim Order ¶ 2(d)

C. The Debtors' Prepetition Debt Structure

8. **CFI Secured Claim.** CFI is the Debtors' prepetition asset-based lender and its largest creditor. CFI has provided the Debtors with a revolving line of credit secured by a lien on all the Debtors' assets, including its cash collateral. A description of CFI's relevant prepetition loan documents is contained in the DIP Loan Agreement and Interim Order. CFI's liens are junior only to (a) the purchase money security interest (PMSI) liens of the Debtors' numerous equipment lenders, and (b) the lien of Celtic Bank Corporation on the assets of Debtor Champion Crane Holdings, LLC.³ As of the Petition Date, CFI is owed approximately \$23,755,232.06 in outstanding principal loan balances, plus accrued and accruing interest, fees and expenses.

9. **CCG Secured Claim.** CCG is the Debtors' largest equipment lender and its second largest creditor. CCG is an affiliate of CFI. CCG provided PMSI financing for numerous pieces of the Debtors' equipment in 18 different PMSI financing agreements. A description of CCG's relevant prepetition loan documents is contained in the Interim Order. CCG has a first position PSMI lien on all the equipment it financed. CCG also has a blanket lien on the assets of all the Debtors except for Champion Crane Holdings, LLC. CCG's blanket liens are second priority liens (behind CFI) with respect to Debtors Reliable Crane Service, LLC, Reliable Construction

³ Champion Crane Holdings is a holding company, not an operating entity. Its only asset is the stock of its subsidiary, Champion Crane Rental, Inc.

Services, LLC, Elite Equipment Leasing, LLC, and Reliable Phoenix, LLC. CCG's blanket lien is a third priority lien (behind CFI and Celtic Bank) with respect to the assets of Champion Crane Rental, Inc. As of the Petition Date, CCG is owed approximately \$18,208,355.23 in outstanding principal loan balances, plus accrued and accruing interest, fees and expenses.

10. **Celtic Bank Secured Claim.** In 2021, the Debtors and their owner, Darrell Shaw, wished to acquire a company called Champion Crane Rental, Inc. that would operate as an affiliate of the other Debtors. Champion Crane Holdings, LLC was formed to purchase the stock of Champion Crane Rental. The acquisition was financed through a Small Business Administration (SBA) loan from Celtic Bank Corporation ("Celtic"). Both Champion Crane Holdings and Champion Crane Rental are obligors under the Celtic loan and granted Celtic first-position liens on all their assets. On December 16, 2021, CFI and Celtic entered into a Subordination Agreement by which Celtic agreed to subordinate its liens on Champion Crane Rental's assets to CFI's lien. As of the Petition Date, Celtic is owed approximately \$3,343,668.

11. **Other Junior Perfected Liens.** In addition, the following lenders have filed UCC financing statements asserting perfected junior liens in certain of the Debtors' assets, which may include cash collateral:

Creditor Name	Affected Debtors	Debtors' Estimated Current Liability to the Creditor	Estimated FMV of Specific Equipment-Collateral, besides Cash Collateral, in which Creditor has a First Position Equipment Lien
Celtic Bank	Champion Crane Holdings, LLC & Champion Crane Rental, Inc.	\$3,343,668	\$4,698,582
TBK Bank	Elite Equipment Leasing, LLC	\$45,490	\$294,629

TVT Capital	Reliable Crane Service, LLC & Reliable Crane Construction Services, LLC	\$1,036,473.82	<i>Not Applicable</i>
EFFI Finance, Inc.	Reliable Crane Service, LLC, Reliable Crane Construction Services, LLC, Elite Equipment Leasing, LLC, & Reliable Pheonix, LLC.	\$2,250,000	\$3,704,048

12. All of these creditors, except TVT Capital, hold PMSI liens primarily on specific equipment. These interests are adequately protected by the value of their equipment collateral. However, as additional adequate protection, the Debtors propose granting these parties (along with CFI, CCG and Celtic), replacement liens on post-petition cash collateral to the same extent and priority of each party's valid prepetition interest in the Debtors' cash collateral.

13. **Unperfected Liens**. The Debtors have reviewed their books and records and all available loan documents and conducted lien searches of public records to determine whether any additional creditors hold liens on cash collateral. Based on this review, the Debtors have determined that, other than the secured parties described above, no parties have a perfected interest in the cash collateral. Although some of the underlying loan documents purport to grant a security interest in all assets (which would include cash collateral), such interests are unperfected and, therefore, avoidable under the "strong-arm" powers granted to the Debtors under § 544 of the Bankruptcy Code. As a result, these lenders do not hold enforceable or perfected claims against the Debtors' cash collateral. These loans are PMSI loans that are secured primarily by liens on particular pieces of equipment. In addition, these liens would be junior in priority to the liens described above. Nonetheless, all of the Debtors' known secured creditors of any kind are being

provided with notice of this Motion and will have an opportunity to object if they disagree with the Debtors' characterization of their loans.

14. **Summary of Liens on Cash Collateral.** The following chart summarizes secured creditors' perfected liens on the Debtors' cash collateral:

Debtor	First Priority	Second Priority	Third Priority	More Junior Priority
Reliable Crane Service, LLC	CFI	CCG		TVT Capital, EFFI Finance
Reliable Construction Services, LLC	CFI	CCG		TVT Capital, EFFI Finance
Champion Crane Rental, Inc.	CFI	Celtic	CCG	
Champion Crane Holdings, LLC	Celtic	CFI		
Elite Equipment Leasing, LLC	CFI	CCG		TBK Bank, EFFI Finance
Reliable Phoenix, LLC	CFI	CCG		EFFI Finance

15. **Summary of UCC-1 Financing Statements.** The Debtors engaged Corporation Service Company ("CSC") to perform UCC-1 financing statement searches on the Debtors' assets through the offices of the Secretaries of State for California, Montana, Nevada, Texas, and Arizona (all the states in which the Debtors are organized). A spreadsheet summarizing CSC's

search results is attached to the First Day Declarations as Exhibit A. Copies of the actual UCC-1 financing statements will be provided by the Debtors to any interested party upon request.

D. The Debtors Require Immediate DIP Financing and Access to Cash Collateral to Sustain Their Operations and Preserve Value

16. The Debtors require the use of cash on a daily basis to maintain operations. The Debtors' estates will suffer immediate and irreparable harm if the relief requested in this Motion is not granted. Without approval of the DIP Loan Agreement and the use of cash collateral, the Debtors will not be able to pay the necessary costs and expenses associated with their ongoing operations including payroll, utilities, insurance, taxes, diesel fuel, tires, repair and maintenance items, trucking services to move crane equipment, etc.

17. The Debtors operate in the construction industry, where uninterrupted performance and maintaining strong client relationships are vital to preserving value. Without the DIP Loan and use of cash collateral, the Debtors would be forced to stop working on and abandon all their ongoing construction projects. Many of these projects were planned months, if not years, in advance. Some of these projects will last for years. For example, the Debtors recently began providing crane services for the construction of a new pro sports stadium in Las Vegas. The project is expected to take as long as 3 years to complete. If the Debtors were to cease working on that project or any other project, it would cause massive disruptions and delays to the entire construction project. If that were to occur, it is likely that the general contractor and property owner would assert that the Debtors' failure to perform resulted in millions of dollars in damages. The same is true for all the Debtors' projects. The Debtors believe there would be virtually no chance of collecting any accounts receivable for any project it failed to complete. Because almost all the Debtors' accounts receivable relate to ongoing projects, if the Debtors were forced to stop or even pause operations, virtually all of their accounts receivable would become uncollectible.

Indeed, if the Debtors cease operations, the chances of them getting sued for millions of dollars are much greater than the chances of collecting receivables.

18. The Debtors currently have approximately \$20,917,149 in outstanding accounts receivable, of which an estimated 85% is collectible. However, collection is contingent on the Debtors' ability to continue operating and complete projects. Immediate access to DIP financing is therefore critical, as the receivables can only be realized if operations are sustained. Without approval of the DIP Loan and use of cash collateral, the value of the Debtors' expected accounts receivable collections would quickly drop from approximately \$17.78 million to close to \$0.00.

19. As further described in the First Day Declarations, prior to the Petition Date, the Debtors explored a range of options to address their ongoing cash flow challenges. To ensure sufficient liquidity while the Debtors navigate through chapter 11 bankruptcy, CFI has agreed to provide postpetition financing to the Debtors of up to \$26 million under the terms set forth in the DIP Loan Agreement. In addition, CCG has consented to the Debtors' use of cash collateral as provided for in the DIP Budget (Exhibit C).

E. Need for Additional Funds Through DIP Loan

20. As shown in the Budget, the Debtors require the DIP Loan in order to sustain operations. The DIP Loan provides more than \$2.2 million in additional revolving liquidity on top of the current credit line balance. The Budget shows the Debtors' revenue and expense projections for the 13-week period following the Petition Date. Without the DIP Loan, the Debtors' likely will not be able to pay their ordinary operating expenses.⁴

⁴ As reflected in the DIP Budget, the Debtor proposes to make installment payments to Epig Corporate Restructuring, LLC, as escrow agent, for the purposes of holding the funds for payment of retained professionals for disbursement upon the Court's approval of the fees of such professionals. A copy of the form of the proposed Carve-Out Escrow Agreement is attached as Exhibit D.

F. Alternative Sources of Financing Are Unavailable

21. As described in the First Day Declarations, the Debtors have been unable to obtain alternative financing on better terms than the proposed DIP Loan from CFI. Over the past two years, the Debtors have sought financing and/or capital investments from numerous other lenders and investors aside from CFI and CCG. The Debtors worked with an investment banking firm over a long period of time to try to find additional working capital in the form of loans or investments but were unsuccessful. The Debtors were either unable to obtain loan commitments or could not negotiate better terms with those lenders than the terms of the proposed DIP Loan. The only potential financing that the Debtors were able to locate would have been *substantially* more expensive than the proposed DIP Loan.

22. The Debtors are unable to obtain new financing unless they provide lenders with the following protections: (i) super-priority administrative expense status for the new loan; (ii) first-position lien on all post-petition assets; (iii) first-position lien on pre-petition assets where CFI or CCG already holds first-position liens; and (iv) a junior lien on all other pre-petition assets. The Debtors do not believe it is possible to obtain unsecured financing in any amount, much less the amount necessary to sustain the Debtors' operations during the bankruptcy cases.

ARGUMENT

A. The Court Should Authorize the Debtors to Obtain Postpetition Financing Under § 364(c)

23. Bankruptcy Code § 364, which governs the obtaining of postpetition financing by the Debtors, provides, in pertinent part:

(c) If the trustee is unable to obtain unsecured credit allowable under section 503(b)(1) of this title as an administrative expense, the court, after notice and a hearing, may authorize the obtaining of credit or the incurring of debt —

- (1) with priority over any or all administrative expenses of the kind specified in section 503(b) or 507(b) of this title;
- (2) secured by a lien on property of the estate that is not otherwise subject to a lien; or
- (3) secured by a junior lien on property that is subject to a lien.

11 U.S.C. § 364(c).

24. Here, the proposed DIP Loan Agreement provides that CFI will receive (a) a first position security interest in all prepetition and postpetition cash collateral of the Debtors to the same extent that CFI had on the Petition Date, (b) a first position lien on all unencumbered assets of the Debtors (excluding chapter 5 avoidance claims), (c) a junior lien on the Debtors' other assets (i.e., equipment) and subordinate to all valid and properly perfected PMSI liens, and (d) a superpriority administrative claim pursuant to § 364(c)(1). The above liens and claims are subject to a Carve-out for allowed professional fees, as more fully described in the Interim Order and DIP Loan Agreement.

(a) DIP Financing is Critical for the Debtors' Continued Operations and Serves the Best Interests of Creditors

25. The proposed DIP financing is the only viable path to preserving the value of the Debtors' estates and protecting creditor interests. As discussed above, the Debtors require immediate access to cash to preserve ongoing operations. Without the Court's authorization to enter into the DIP Loan Agreement, the Debtors' outstanding accounts receivable will almost immediately evaporate, as they are entirely dependent on the continued performance of active construction projects. This would cause a loss of value to creditors of approximately \$18 million.

26. The Debtors operate in the construction industry, where uninterrupted performance and maintaining strong client relationships are vital to preserving value. Without the DIP Loan, the Debtors would be forced to abandon complex and ongoing projects—many of which involve

months or years of work and coordination with numerous subcontractors. Nearly all accounts receivable are tied to these active projects, and clients will not pay for incomplete work. In fact, project abandonment could lead to litigation against the Debtors, damaging the estates.

27. The Debtors' estates will suffer immediate and irreparable harm if the relief requested in this Motion is not granted. Without approval of the DIP Loan Agreement and the use of the cash collateral, the Debtors will not be able to pay the costs and expenses required to pay its immediate operating expenses, including payroll, utilities, fuel, insurance, trucking services, and taxes. This would shut down operations and invite litigation against the Debtors, significantly reducing any potential recovery for creditors.

28. Approval of the DIP Loan Agreement is squarely in the best interests of creditors because it preserves the value of the Debtors' estates and maximizes the potential for creditor recoveries. The DIP financing provides a necessary lifeline that allows the Debtors to complete ongoing work and maintain customer relationships.

(b) The Debtors Cannot Obtain Financing on More Favorable Terms

29. The Debtors have been unable to obtain unsecured financing strictly on an unsecured basis or on more favorable terms than the proposed DIP loan. New borrowing facilities are unavailable to the Debtors without the Court granting a super-priority administrative expense and the liens on pre- and post-petition assets as described in the DIP Loan Agreement and the proposed Interim Order.

30. In demonstrating that credit is not available without the protections afforded by § 364(c) of the Bankruptcy Code, a debtor need only make a good faith effort. *See, e.g., In re Snowshoe Co.*, 789 F.2d 1085, 1088 (4th Cir. 1986) (holding “[t]he statute imposes no duty to seek credit from every possible lender before concluding that such credit is unavailable”). Moreover, where few lenders likely can or will extend the necessary credit to a debtor, “it would be unrealistic

and unnecessary to require [the debtor] to conduct such an exhaustive search for financing.” *In re Sky Valley, Inc.*, 100 B.R. 107, 113 (Bankr. N.D. Ga. 1988), *aff’d sub nom., Anchor Sav. Bank FSB v. Sky Valley, Inc.*, 99 B.R. 117, 120 n.4 (N.D. Ga. 1989).

31. As set forth above and in the First Day Declarations, given their current financial condition, financing arrangements, and debt and capital structure, and despite good faith outreach to other potential lenders and the assistance of an investment banking firm and outside financial advisors, the Debtors were unable to identify actionable alternative sources of financing other than that offered by CFI on terms more favorable than those under the DIP Loan Agreement, and the Debtors were not able to obtain unsecured credit allowable as an administrative expense under § 503(b)(1) of the Bankruptcy Code. Accordingly, the Debtors submit that, despite their good faith efforts, similar credit is not available to the Debtors without the relief sought through the Interim Order.

(c) Each of the Debtors’ Secured Creditors is Adequately Protected

i. The Debtors Have About \$21 Million in Accounts Receivable

32. The Debtors currently hold approximately \$20,917,149 in outstanding accounts receivable, of which an estimated 85% is believed to be collectible. These receivables provide a significant source of value and serve as additional adequate protection for the Debtors’ secured creditors.

33. However, because nearly all the accounts receivable are tied to ongoing projects, the ability to collect on them is directly dependent on the Debtors’ continued operations. Without the means to complete these projects, the receivables will lose almost all their value. Accordingly, immediate access to DIP financing is critical: it enables the Debtors to continue operating and, in turn, to preserve and realize the value of these receivables. In this way, the DIP financing itself

functions as a form of adequate protection, safeguarding the value of the secured creditors' collateral.

ii. Junior Secured Lenders Are Adequately Protected by Equipment Collateral and Replacement Liens

34. The Debtors' junior secured lenders primarily hold liens on equipment. Most of these creditors are oversecured by the value of their equipment collateral.

35. In connection with efforts to obtain alternative financing, the Debtors commissioned a formal appraisal of all their equipment assets. On May 21, 2025, Rouse delivered its appraisal of the Debtors' equipment, finding a total Fair Market Value of \$61,905,354 and an Orderly Liquidation Value of \$53,023,797. Exhibit B to the Declaration of Darrell Shaw is a spreadsheet comparing the appraised and loan values of the equipment collateral for each lender, including the lenders with junior interests in cash collateral. The appraisal values show that these lenders are adequately protected by the value of their equipment collateral. Because heavy equipment is a relatively stable asset, its value is expected to remain sufficient to protect the junior lenders' interests throughout the chapter 11 process.

36. The Debtors submit that these existing equipment liens already provide adequate protection for the junior lenders. However, to provide additional assurance and minimize any dispute regarding adequate protection, the Debtors propose to grant these junior lenders, along with CFI and CCG, replacement liens as set forth in the proposed Interim Order. These replacement liens would attach to postpetition revenue, including cash flow generated from the Debtors' operations, to the extent and in the priority of each party's valid prepetition interest in the Debtors' cash and cash equivalents.

37. Accordingly, the junior lenders' interests are, and will continue to be, adequately protected in compliance with §§ 361 and 363(e).

(d) The Terms of the DIP Loan Documents are Fair, Reasonable, and Adequate Under the Circumstances

38. In considering whether the terms of postpetition financing are fair and reasonable, courts consider the terms in light of the relative circumstances of both the debtor and the proposed lender. *See In re Los Angeles Dodgers LLC*, 457 B.R. 308, 312 (Bankr. D. Del. 2011) (approval of debtor-in-possession financing requires terms that are “fair, reasonable and adequate, given the circumstances of the debtor-borrower and the proposed lender”); *see also In re Farmland Indus., Inc.*, 294 B.R. 855, 886 (Bankr. W.D. Mo. 2003) (although many of the terms favored the lenders, “taken in context, and considering the relative circumstances of the parties,” the court found them to be reasonable).

39. As described in the First Day Declarations and in this Motion, given the Debtors’ urgent need to obtain financial stability for the benefit of all parties in interest, the terms of the DIP Loan are fair, appropriate, reasonable, and in the best interests of the Debtors, their estates, and their creditors. Notably, other than modifications related to these chapter 11 cases, the DIP Loan Agreement is generally consistent with the loan documentation that currently exists between CFI and the Debtors. Moreover, the Debtors and CFI extensively negotiated the DIP Loan Agreement, in good faith and at arm’s-length as required by § 364(e) of the Bankruptcy Code, with all parties represented by experienced counsel. The Debtors, therefore, believe that this requirement is satisfied.

(e) The Decision to Enter into the DIP Loan Documents Reflects the Debtors’ Reasonable Business Judgment

40. A debtor’s decision to enter into a postpetition lending facility under § 364 of the Bankruptcy Code is governed by the business judgment standard. *See In re Trans World Airlines, Inc.*, 163 B.R. 964, 974 (Bankr. D. Del 1994) (noting that the interim loan, receivable facility loan, and asset-based facility loan were approved because they “reflect[ed] sound and prudent business

judgment [were] reasonable under the circumstances and in the best interests of TWA and its creditors”); *Ames Dep’t Stores, Inc.*, 115 B.R. 34, 40 (Bankr. S.D.N.Y. 1990) (“cases consistently reflect that the court’s discretion under section 364 is to be utilized on grounds that permit reasonable business judgment to be exercised so long as the financing agreement does not contain terms that leverage the bankruptcy process and powers or its purpose is not so much to benefit the estate as it is to benefit parties in interest”). Courts grant a debtor-in-possession considerable deference in acting in accordance with its business judgment in obtaining postpetition secured credit, so long as the agreement to obtain such credit does not run afoul of the provisions of, and policies underlying, the Bankruptcy Code. *See, e.g., In re L.A. Dodgers*, 457 B.R. at 313 (“[C]ourts will almost always defer to the business judgment of a debtor in the selection of the lender.”)

41. For the reasons explained above and in the First Day Declarations, the Debtors submit that entry into the DIP Loan Agreement is consistent with the Debtors’ exercise of their reasonable business judgment. The Debtors therefore request that the Court authorize the Debtors to enter into the DIP Loan, subject to the terms of the Interim Order, and that this Court grant CFI all rights and protections outlined in the DIP Loan Agreement and Interim Order, as needed to secure and protect the DIP Loan.

(f) CFI Should Be Deemed a Good-Faith Lender Under § 364(e) of the Bankruptcy Code

42. Section 364(e) of the Bankruptcy Code provides that:

The reversal or modification on appeal of an authorization under this section [364 of the Bankruptcy Code] to obtain credit or incur debt, or of a grant under this section of a priority or a lien, does not affect the validity of any debt so incurred, or any priority or lien so granted, to an entity that extended such credit in good faith, whether or not such entity knew of the pendency of the appeal, unless such

authorization and the incurring of such debt, or the granting of such priority or lien, were stayed pending appeal.

11 U.S.C. § 364(e). Section 364(e) protects a good-faith lender's right to collect on loans extended to a debtor, and its right in any lien securing those loans, even if the authority of the debtor to obtain such loans or grant such liens is later reversed or modified on appeal.

43. The DIP Loan will provide new liquidity to the Debtors and will enable the Debtors to (a) minimize disruption to their businesses and on-going operations, (b) preserve and maximize the value of the Debtors' estates for the benefit of all the Debtors' stakeholders, (c) avoid immediate and irreparable harm to the Debtors, their creditors, business, employees and assets, and (d) permit the Debtors to propose a plan of reorganization that will offer more to creditors than if the Debtors were to cease operating and liquidate.

44. Such financing is the sole means of preserving and enhancing the Debtors' going concern values. Indeed, without the proposed DIP Loan, the Debtors will not be able to meet their direct operating expenses, including payroll, causing the estates irreparable harm.

45. The terms and conditions of the DIP Loan Agreement, including the fees and expenses, are fair and reasonable and were negotiated by the parties in good faith and at arms' length. Accordingly, CFI should be accorded the benefits of § 364(e) and found to have acted in good faith.

B. The Use of Cash Collateral Is Warranted and Necessary

46. In addition to the DIP Loan, the Debtors require use of cash collateral in these cases. Under the circumstances, the Debtors' request to use cash collateral should be approved. The Debtors' use of property of their estates, including cash collateral, is governed by § 363(c), which provides that the "trustee may not use, sell, or lease cash collateral . . . unless – (A) each entity that has an interest in such cash collateral consents; or (B) the court, after notice and a hearing,

authorizes such use, sale, or lease in accordance with the provisions of this section [363].” 11 U.S.C. § 363(c)(2).

47. It is well established that whenever possible, a bankruptcy court should resolve issues in favor of allowing a debtor to continue its business as a going concern. *In re Heatron, Inc.*, 6 B.R. 493, 496 (Bankr. W.D. Mo. 1980); *In re Hoffman*, 51 B.R. 42, 47 (Bankr. W.D. Ark. 1985) (relief from stay); *In re A&B Heating and Air Conditioning, Inc.*, 48 B.R. 401, 403-04 (Bankr. N.D. Fla. 1985) (injunction).

48. Absent the use of cash collateral, the Debtors will not have sufficient working capital to fund their ordinary course operations or these chapter 11 cases. Here, the Debtors have negotiated for the consensual use of cash collateral with the prepetition senior secured lenders with an interest in cash collateral, CFI and CCG. Because the Debtors have the consent of the two entities with by far the largest interest in the cash collateral, the Debtors’ request that the Court approve such use under § 363(c)(2)(A).

C. The Court Should Approve the Proposed Adequate Protection for the Debtors’ Use of Prepetition Collateral, Including Cash Collateral

49. To the extent an affected creditor objects, a court can authorize use of cash collateral over the objection of the creditor where the debtor demonstrates that it can adequately protect the interests of the party holding an interest in the cash collateral. *See* 11 U.S.C. § 363(e). As explained more fully below, the Debtors believe that adequate protection will be provided in the following forms: (a) through continued operations, an increase in cash collateral over time compared to the value of cash collateral as of the Petition Date; (b) through replacement liens, as necessary; and (c) through interest-only payments to CCG.

(a) Secured Parties Are Adequately Protected Because Cash Collateral Increases Over the Total Cash Collateral Period

50. The concept of adequate protection is designed to shield a secured creditor from diminution in the value of its interest in collateral during the period of a debtor's use after commencement of the bankruptcy case. *See In re Carbone Cos.*, 395 B.R. 631, 635 (Bankr. N.D. Ohio 2008) ("The test is whether the secured party's interest is protected from diminution or decrease as a result of the proposed use of cash collateral"). A creditor is adequately protected in the event that cash collateral increases over the course of the chapter 11 proceedings, even in circumstances where the levels of cash collateral decrease for periods during the case. *In re Dynaco Corp.*, 162 B.R. 389, 395 (Bankr.D.N.H.1993) ("the concept [of adequate protection] consists of stability in collateral value rather than any particular level of value") (citation omitted); *In re T.H.B. Corp.*, 85 B.R. 192, 193–95 (Bankr.D.Mass.1988) (stating that part of the Bank's adequate protection was the "fact that the proceeds of accounts receivables are being used by the Debtor to generate new inventory and accounts", and that "[t]he use of the Bank's cash collateral ... is an element of the Bank's adequate protection").

51. Here, as reflected in the DIP Budget, despite an initial decrease in cash collateral to fund chapter 11 expenses, the cash collateral position of the Debtors will increase over the course of the cash collateral period starting from the Petition Date as work in process is completed. Any affected non-consenting lenders are therefore adequately protected by the increase in the cash collateral position over time and further adequate protection is not required.

(b) The Debtors Propose Replacement Liens to the Extent Necessary as Adequate Protection

52. To the extent that any affected creditors have any interest in the cash collateral, those security interests will be adequately protected by the replacement liens, as described in the Orders, in the Debtors' post-petition revenue, including cash flow generated from operations.

These adequate protection liens will be granted effective immediately, without the necessity of the execution of any financing statement, mortgage, security agreement, or otherwise, in accordance with § 361(2), subject to and only to the extent that an affected parties' lien is not otherwise subject to avoidance or subordination. The proposed adequate protection liens are in the amount of any post-petition diminution in the value of the interested parties' interest in the cash collateral.

D. The Proposed “Roll-Up” in the DIP Loan is Appropriate

53. Section 363 permits a debtor to use, sell, or lease property, other than in the ordinary course of business, with court approval. Such transactions should be approved when they are supported by a sound business purpose. *See In re Abbots Dairies, Inc.*, 788 F.2d 143 (3d Cir. 1986) (holding that a debtor's use of assets outside the ordinary course of business under § 363(b) should be approved if the debtor can demonstrate a sound business justification for the proposed transaction). The business judgment rule shields a debtor's management from judicial second-guessing. *In re Johns-Manville Corp.*, 60 B.R. 612, 615-16 (Bankr. S.D.N.Y. 1986) (“[T]he [Bankruptcy] Code favors the continued operation of a business by a debtor and a presumption of reasonableness attaches to a debtor's management decisions.”).]

54. The roll-up of the prepetition credit line into the postpetition DIP Loan is appropriate and will not have a detrimental impact because CFI's claim is fully secured by the value of the cash collateral plus its secondary liens on the Debtor's equipment.

55. The roll-up is typical under similar revolving loan situations and is a material component of the consideration required by CFI as part of its commitment to provide new money postpetition financing. Indeed, CFI made clear in its negotiations with the Debtors that the inclusion of this roll-up was a required component of the DIP Loan. For these reasons, the Debtors

respectfully submit that the roll-up is a sound exercise of the Debtors' business judgment, appropriate under the circumstances, and should be approved.

E. Modification of the Automatic Stay is Warranted and Necessary to Facilitate the Debtors' Postpetition Borrowing

56. The Debtors request that this Court modify the automatic stay provisions of § 362 of the Bankruptcy Code solely to the extent necessary to permit CFI to exercise, upon the occurrence and during the continuance of any Event of Default, all rights and remedies provided for in the DIP Loan Agreement (all subject to the default and notice provisions set forth in the Interim Order), and to the extent necessary to grant the adequate protection to CCG and any other affected lenders as set forth herein and in the Interim Order. The Debtors believe that these modifications to the automatic stay are fair and reasonable and are necessary conditions to effectuate the relief sought in this Motion.

F. Interim Relief is Warranted

57. Bankruptcy Rules 4001(b)(2) and 4001(c)(2) provide that a final hearing on a motion to use cash collateral or obtain credit, respectively, may not be commenced earlier than 14 days after the service of such motion. Upon request, however, the court may conduct a preliminary expedited hearing on the motion and authorize the use of cash collateral and the obtaining of credit on an interim basis "to the extent necessary to avoid immediate and irreparable harm to the estate pending a final hearing." Fed. R. Bankr. P. 4001(b)(2), (c)(2).

58. The Debtors have an urgent and immediate need to borrow under the DIP Loan and use cash collateral. In the period immediately after the Petition Date, the Debtors will incur ordinary course expenses and require cash to satisfy their working capital and operational needs, and to otherwise finance their chapter 11 cases. Pending entry of the Final Order, failure to pay those expenses as they come due will result in irreparable harm to the business relationships that

the Debtors have worked hard to maintain, and which form the foundation of the going concern value which they plan to maximize by virtue of the reorganization process.

G. Immediate Relief is Necessary

59. Pursuant to Bankruptcy Rule 6003(b), any motion seeking to use the property of the estate pursuant to § 363 or to satisfy prepetition claims within 21 days of the Petition Date requires the Debtors to demonstrate that such relief “is necessary to avoid immediate and irreparable harm.” Fed. R. Bankr. P. 6003. As described above, without access to cash collateral and the DIP Loan, the Debtors would be unable to operate their business and fund these chapter 11 cases.

60. For this reason and those set forth above, the Debtors respectfully submit that Bankruptcy Rule 6003(b) has been satisfied, and the relief requested herein is necessary to avoid immediate and irreparable harm to the Debtors and their estates.

H. Waiver of Stay Under Bankruptcy Rule 4001(a)(3) is Appropriate

61. The Debtors request a waiver of the stay of the effectiveness of the order granting the relief requested herein pursuant to Bankruptcy Rule 4001(a)(3). Bankruptcy Rule 4001(a)(3) provides, “[a]n order granting a motion for relief from an automatic stay made in accordance with Rule 4001(a)(1) is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise.”

62. As explained above, Debtors’ entry into the DIP Loan and the consensual use of cash collateral is essential to prevent irreparable damage to the Debtors’ operations. Accordingly, ample cause exists to justify the waiver of the fourteen-day stay imposed by Bankruptcy Rule 4001(a)(3), to the extent such stay applies.

I. Waiver of Stay Under Bankruptcy Rule 6004(h) is Appropriate

63. Pursuant to Bankruptcy Rule 6004(h), “[a]n order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise.” Fed. R. Bankr. P. 6004(h). To implement the foregoing successfully, the Debtors request that the Interim Order include a finding that the Debtors have established cause to exclude such relief from the 14-day stay period under Bankruptcy Rule 6004(h).

64. For this reason and those set forth above, ample cause exists to justify a waiver of the 14-day stay imposed by Bankruptcy Rule 6004(h), to the extent applicable to the Interim Order.

REQUEST FOR FINAL HEARING

65. Pursuant to Bankruptcy Rule 4001(b)(2) and 4001(c)(2), the Debtors also request that the Court set a final hearing date on the Motion as soon as practicable in accordance with the Bankruptcy Rules and fix the time and date for parties to file objections to the Motion. The DIP Loan Agreement provides that the final order approving the DIP Loan and use of cash collateral must be entered within 30 days.

CONCLUSION

For the foregoing reasons, the Debtors respectfully request that the Court enter the Interim Order (1) granting the Motion on an interim basis, (2) authorizing the Debtors to enter into the proposed DIP Loan and the DIP Loan Agreement, (3) authorizing the Debtors to use cash collateral, on an interim basis pending a final hearing, to pay the expenses reflected on the DIP Budget in the ordinary course of its business, (4) authorizing, as adequate protection, the Debtors to grant replacement liens in postpetition collateral, as described above, up to the amount of any reduction or impairment of prepetition collateral but only to the same extent, applicability and

validity as their equivalent prepetition liens, (5) authorizing the Debtors to incur debt up to the amounts and on the terms and conditions set forth in the DIP Loan Agreement, (6) granting CFI a chapter 11 super-priority administrative expense claim and liens on pre-petition and post-petition assets, subject to the Carveout, all as set forth above and in the DIP Loan Agreement, (7) setting a final hearing on the Motion, and (8) granting such other and further relief as the Court may deem just and proper under the circumstances.

DATED: September 7, 2025.

LESNICK PRINCE PAPPAS & ALVERSON LLP

-and-

PATTEN, PETERMAN, BEKKEDAHN & GREEN,
PLLC

By: /s/JA Patten

James A. Patten

Proposed Counsel to the Debtors and
Debtors in Possession

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MONTANA
BILLINGS DIVISION**

IN RE:

ELITE EQUIPMENT LEASING, LLC,
Debtor.

Case No. 1:25-bk-10145-BPH

Case No.: 1:25-bk-10147-BPH

RELIABLE CONSTRUCTION
SERVICES, LLC,
Debtor.

Case No.: 1:25-bk-10146-BPH

RELIABLE CRANE SERVICE, LLC,
Debtor.

Case No.: 1:25-bk-10149-BPH

CHAMPION CRANE HOLDINGS, LLC,
Debtor.

Case No.: 1:25-bk-10148-BPH

CHAMPION CRANE RENTAL, INC.,
Debtor.

Case No.: 1:25-bk-10150-BPH

RELIABLE PHOENIX, LLC,
Debtor.

**INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO
(A) OBTAIN POSTPETITION SECURED FINANCING AND (B) UTILIZE CASH
COLLATERAL, (II) GRANTING LIENS AND SUPERPRIORITY ADMINISTRATIVE
E PENSE STATUS, (III) GRANTING ADEQUATE PROTECTION, (IV)
MODIFYING THE AUTOMATIC STAY, (V) SCHEDULING A FINAL HEARING (V)
AND GRANTING RELATED RELIEF**

Upon consideration of the motion [Dkt No. __] (the “DIP Motion”),¹ filed by Reliable Crane Service, LLC, Reliable Construction Services LLC, Champion Crane Rental, Inc., Reliable Phoenix, LLC, Champion Crane Holdings, LLC, and Elite Equipment Leasing, LLC, (individually, each a “Debtor” and collectively, the “Debtors”), as debtors and debtors in possession in the above-captioned jointly-administered chapter 11 cases (the “Chapter 11 Cases”),

¹ Capitalized terms not defined herein shall have the meanings ascribed to such terms in the DIP Agreement.



pursuant to sections 105, 361, 362, 363, 364(c)(1), 364(c)(2), 364(c)(3), 364(e) and 507 of title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. (as amended, the “Bankruptcy Code”), Rules 2002, 4001, 6004 and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Rule 4001-1(b) of the Bankruptcy Local Rules for the District of Montana (the “Local Rules”), for entry of an order (this “Interim Order”) authorizing the Debtors to, among other things:

(a) obtain senior secured post-petition financing (the “DIP Financing” or “DIP Facility”) pursuant to the terms and conditions of the DIP Financing Documents (as defined herein), this Interim Order (as defined herein), and the Final Order (as defined herein), pursuant to sections 364(c)(1), 364(c)(2), 364(c)(2), and 364(e) of the Bankruptcy Code and Rule 4001(c) of the Bankruptcy Rules;

(b) enter into the *Second Amended and Restated Loan and Security Agreement (Senior Secured Super Priority Debtors-In-Possession)* (the “DIP Agreement”), substantially in the form attached as **Exhibit B** to the DIP Motion, by and among the Debtors and Commercial Funding Inc. (“CFI” or the “DIP Lender”) under the DIP Agreement and other related financing documents (the “DIP Financing Documents”);

(c) borrow, on an interim basis, pursuant to the DIP Financing Documents, this Interim Order and the Final Order, financing of up to \$26,000,000 (exclusive of certain fees and expenses payable to DIP Lender) in the aggregate amount on a revolving basis, inclusive of approximately \$2,200,000 in new post-Petition Date funding, and seek other financial accommodations from the DIP Lender pursuant to the DIP Agreement, the other DIP Financing Documents, this Interim Order and the Final Order;

(d) grant CFI allowed super-priority administrative expense claims, pursuant to section 364(c)(1), 503(b) and 507(b) of the Bankruptcy Code, in the Chapter 11 Cases and any

Successor Case (as defined herein), for the DIP Financing and all obligations of the Debtors owing under the DIP Financing Documents (collectively, and including all “Obligations” of the Debtors (as defined and described in the DIP Agreement), the “DIP Obligations”), subject only to the Carve-Out (as defined herein);

(e) grant CFI automatically perfected first priority senior security interests in and liens on all of the DIP Collateral (as defined herein), including, without limitation, all property constituting “cash collateral,” (as defined in section 363(a) of the Bankruptcy Code, “Cash Collateral”), pursuant to section 364(d)(1) of the Bankruptcy Code, which liens shall not be subject to any other liens, charges or security interests, with the exception of the Carve-Out as set forth below, nor to surcharge under section 506(c) or any other section of the Bankruptcy Code;

(f) obtain authorization to use Cash Collateral in accordance with the Budget (as defined in the DIP Agreement), and as otherwise provided for in the DIP Financing Documents, this Interim Order and the Final Order;

(g) Provide adequate protection to Commercial Credit Group, Inc. (“CCG”) pursuant to the terms of this Interim Order and the Final Order;

(h) Vacate and modify the automatic stay imposed by section 362 of the Bankruptcy Code solely to the extent necessary to implement and effectuate the terms of the DIP Financing Documents, this Interim Order and the Final Order; and

(i) Schedule a final hearing (the “Final Hearing”) to consider entry of an order (the “Final Order”) granting the relief requested in the DIP Motion on a final basis and approving the form of notice with respect to the Final Hearing.

A hearing on the DIP Motion was held before the Court on September 10, 2025 (the “Interim Hearing”). Appearances were made as reflected in the Court’s record. As adduced at the

Interim Hearing and from the DIP Motion and related pleadings and papers and the entire record in these Chapter 11 Cases, the Debtors did not, and do not, have sufficient available sources of working capital and financing to carry on the operation of their businesses without the DIP Financing. Based upon the Debtors' business judgment and evidence presented to the Court, there are no other financing alternatives available to the Debtors on more favorable terms. The ability of the Debtors to pay their employees, maintain business relationships with vendors and suppliers, purchase and maintain necessary supplies and equipment, and otherwise operate their businesses is essential to their continued viability. In addition, the Debtors' need for financing is critical and immediate. Without the DIP Financing, the continued operation of the Debtors' businesses would not be possible and immediate and irreparable harm to the Debtors and their respective estates would occur.

The Court, having considered the DIP Motion, the Declarations of Darrell Shaw and Curt Kroll, the DIP Agreement, the offers of proof and evidence submitted or adduced and the arguments of counsel made at the hearing; and due and proper notice of the DIP Motion and hearing having been provided in accordance with Bankruptcy Rules 2002, 4001(b) and (d), and 9014 and Local Rule 4001-1(b), and no other or further notice being required under the circumstances; the Interim Hearing on the DIP Motion having been held and concluded; and it appearing that approval of the interim relief requested in the DIP Motion is necessary to avoid immediate and irreparable harm to the Debtors pending the Final Hearing and is otherwise fair and reasonable and in the best interests of the Debtors, their estates and their creditors, and is essential for the preservation of the value of the Debtors' assets; and all objections, if any, to the entry of this Interim Order having been withdrawn, resolved or overruled by the Court; and after due deliberation and consideration, and for good and sufficient cause appearing therefor:

IT IS HEREBY FOUND, DETERMINED, ORDERED AND ADJUDGED, that:

A. **Petition Date.** On September 7, 2025 (the “Petition Date”), the Debtors each filed with this Court their respective voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are continuing to operate their businesses and manage their assets as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

B. **Jurisdiction and Venue.** This Court has jurisdiction over these proceedings pursuant to 28 U.S.C. §§ 157(b) and 1334, and over the persons and property affected hereby. Consideration of the DIP Motion constitutes a core proceeding as defined in 28 U.S.C. § 157(b)(2). Venue for these Chapter 11 Cases and proceedings on the DIP Motion is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

C. **Committee Formation.** A statutory committee of unsecured creditors (the “Committee”) has not yet been appointed.

D. **Notice.** Notice of the DIP Motion and the Interim Hearing has been provided by the Debtors to: (a) the Office of the United States Trustee for the District of Montana (the “U.S. Trustee”); (b) counsel to the Lenders; (c) the Internal Revenue Service; (d) the parties included on the list of the Debtors’ consolidated list of thirty largest unsecured creditors; (e) any party who has requested notice pursuant to Bankruptcy Rule 2002; (f) all parties entitled to notice under Bankruptcy Rule 2002(j); and (g) all other known parties asserting a lien on the Debtors’ assets. Such notice constitutes due, sufficient and appropriate notice and complies with sections 102(1) and 363 of the Bankruptcy Code, Bankruptcy Rules 2002 and 4001(b), (c) and (d), and the Local Rules, and no other or further notice is required under the circumstances.

E. **Stipulations as to the Prepetition CFI Facility.** Without prejudice to the rights of any other party (but subject to the limitations thereon described below in Paragraph 6), the

Debtors admit, stipulate, acknowledge and agree that (collectively, paragraphs E(i) through E(v) hereof shall be referred to herein as the “Debtors’ CFI Stipulations”):

(i) **Prepetition CFI Facility.** Pursuant to that certain Amended Loan and Security Agreement dated September 28, 2023, as amended by that certain First Amendment to Loan and Security Agreement dated April 25, 2024, that certain Second Amendment to Loan and Security Agreement dated December 2, 2024, and that certain Fifteenth Addendum to Loan and Security Agreement dated December 2, 2024 (as amended, supplemented and modified from time to time, the “Prepetition LSA”, and together with all other loan and security documents executed in connection therewith, the “CFI Loan Documents”), by and among CFI and Debtors Reliable Crane Service, LLC, Reliable Construction Services LLC, and Reliable Phoenix, LLC (the “Prepetition Borrowers”), CFI made available to the Prepetition Borrowers a \$22,000,000 senior secured revolving credit facility (the “Prepetition CFI Facility”).

(ii) **Prepetition CFI Obligations.** As of the Petition Date, the Prepetition Borrowers are jointly and severally indebted and liable to CFI, without objection, defense, counterclaim or offset of any kind, under the CFI Loan Documents in the principal amount of no less than \$23,755,232.06 in fully-secured revolving loan principal obligations, plus interest accrued and accruing, fees, costs and expenses due and owing thereunder, whether charged to the Prepetition CFI Facility prior to or after the Petition Date (collectively, the “Prepetition CFI Obligations”).

(iii) **Prepetition CFI Lien Collateral.** Pursuant to the CFI Loan Documents, in order to secure the Debtors’ Prepetition CFI Obligations, Prepetition Borrowers granted CFI first priority liens on and security interests (the “Prepetition CFI

Liens”) in the “Collateral” (as defined in the Prepetition LSA) including, without limitation, all inventory, all accounts, all equipment, goods, and motor vehicles, all general intangibles, including all patents, trademarks (registered or unregistered), copyrights and copyrightable material, trade secrets, domain names and addresses, intellectual property licenses and other intellectual property rights, and software, all commercial tort claims, all promissory notes and instruments payable to or owing to or held by Prepetition Borrowers, all leases under which any Prepetition Borrower is the lessor, all chattel paper, including all conditional sale contracts or other sale agreements whether, all security agreements and title to motor vehicles, all deposit accounts including all interest, dividends, or distributions accrued or to accrue thereon, whether or not due, all investment property including all interest, dividends, or distributions accrued or to accrue thereon, whether or not due; all documents, all letter-of-credit rights, all supporting obligations, all monies now or at any time or times hereafter in the possession or under the control of CFI and all balances, debts, or any other amounts or obligations of CFI owing to Prepetition Borrowers, whether or not due, all other property of whatever nature and kind, wherever located, in which Prepetition Borrower has any right or interest, all acquired assets and personal property, all additions and accessions thereto, all replacements, insurance or condemnation proceeds thereof, all documents covering any Collateral, all leases of any Collateral, all rents, revenues, issues, profits and proceeds from the sale, lease, license, encumbrance, collection, or any other temporary or permanent disposition of any Collateral or any interest therein, all amendments, modifications, renewals, extensions, and replacements thereof, and all products and proceeds thereof (collectively, the “Prepetition CFI Collateral”). The Prepetition CFI Liens are first priority security interests and liens with respect to the

Prepetition CFI Collateral, other than equipment financed by valid and properly perfected purchase money security interests (“PMSI Liens”). Notwithstanding anything else in this Order to the contrary, Celtic Bank Corporation has a first priority lien on the assets of Debtor Champion Crane Holdings, LLC (the “Celtic Holdings Lien”).

(iv) **Enforceability of Prepetition Credit Obligations.** The Prepetition CFI Obligations are (i) legal, valid, binding and enforceable against the Prepetition Borrowers and (ii) not subject to any contest, attack, objection, recoupment, defense, counterclaim, offset, subordination, re-characterization, avoidance or other claim, cause of action or other challenge of any nature under the Bankruptcy Code, under applicable non-bankruptcy law or otherwise. The Debtors do not have, hereby forever release, and are forever barred from bringing or asserting any claims, counterclaims, causes of action, defense or setoff rights relating to the Prepetition CFI Obligations, whether arising under the Bankruptcy Code, under applicable non-bankruptcy law or otherwise against CFI and its officers, directors, agents, employees, attorneys, successors and assigns.

(v) **Enforceability of Prepetition Liens.** The first priority Prepetition CFI Liens on the Prepetition CFI Collateral are legal, valid, enforceable, non-avoidable, and duly perfected as of the Petition Date, and remain so and are not subject to avoidance, attack, offset, re-characterization or subordination under the Bankruptcy Code, under applicable non-bankruptcy law or otherwise and, as of the Petition Date, and without giving effect to this Interim Order, the Debtors are not aware of any liens or security interests having priority over the Prepetition CFI Liens on the Prepetition CFI Collateral, other than the Celtic Holdings Lien and any valid and perfected PMSI Liens on CFI Collateral. The

Prepetition CFI Liens on the Prepetition CFI Collateral were granted for fair consideration and reasonably equivalent value.

F. **Stipulations as to the CCG Secured Financings.** Without prejudice to the rights of any other party (but subject to the limitations thereon described below in Paragraph 6), the Debtors admit, stipulate, acknowledge and agree that (collectively, paragraphs F(i) through F(v) hereof shall be referred to herein as the “Debtors’ CCG Stipulations”, and together with the Debtors’ CFI Stipulations, the “Debtors’ Stipulations”):

(i) **CCG Secured Financings.** Prior to the Petition Date, CCG lent money to or for the benefit of Debtor Elite Equipment Leasing, LLC (“Elite”), including pursuant to the terms and conditions of the following secured financing agreements, each by and between Elite as Maker/Debtor and CCG as Holder/Secured party (collectively, the “CCG Secured Financings”):

(A) Negotiable Promissory Note and Security Agreement dated February 10, 2021 (“Security Agreement 1”) with installment payments originally totaling \$1,191,360.00, as amended (ending in 02102) pursuant to which the Debtor granted a first priority purchase money security interest in and lien on the Property defined therein (the “PMSI Collateral 1”) and a lien on all of Elite’s other personal property;²

(B) Negotiable Promissory Note and Security Agreement dated August 20, 2021 (“Security Agreement 2”) with installment payments originally totaling \$1,533,660.00, as amended (ending in 52102) pursuant to which the Debtor granted a first priority purchase money security interest in and lien on the Property defined therein (the “PMSI Collateral 2”);

(C) Negotiable Promissory Note and Security Agreement dated February 10, 2022 (“Security Agreement 3”) with installment payments originally totaling \$395,178.00, as amended (ending in 22203) pursuant to which the Debtor

² Elite initially granted CCG a blanket lien on all assets, in favor of CCG and all of its affiliates, including CFI, in connection with a loan extended in 2017 and for which CCG filed its initial financing statement on October 19, 2017. Elite also granted CCG a blanket lien on all assets, in addition to the identified PMSI Collateral, under each subsequent loan.

granted a first priority purchase money security interest in and lien on the Property defined therein (the “PMSI Collateral 3”);

(D) Negotiable Promissory Note and Security Agreement dated June 7, 2022 (“Security Agreement 4”) with installment payments originally totaling \$2,200,032.00, as amended (ending in 72202) pursuant to which the Debtor granted a first priority purchase money security interest in and lien on the Property defined therein (the “PMSI Collateral 4”);

(E) Negotiable Promissory Note and Security Agreement dated November 18, 2022 (“Security Agreement 5”) with installment payments originally totaling \$1,177,620.00, as amended (ending in 12201) pursuant to which the Debtor granted a first priority purchase money security interest in and lien on the Property defined therein (the “PMSI Collateral 5”);

(F) Negotiable Promissory Note and Security Agreement dated October 13, 2022 (“Security Agreement 6”) with installment payments originally totaling \$2,873,820.00, as amended (ending in 32201) pursuant to which the Debtor granted a first priority purchase money security interest in and lien on the Property defined therein (the “PMSI Collateral 6”);

(G) Negotiable Promissory Note and Security Agreement dated December 16, 2022 (“Security Agreement 7”) with installment payments originally totaling \$3,122,260.00, as amended (ending in 02201) pursuant to which the Debtor granted a first priority purchase money security interest in and lien on the Property defined therein (the “PMSI Collateral 7”);

(H) Negotiable Promissory Note and Security Agreement dated January 27, 2023 (“Security Agreement 8”) with installment payments originally totaling \$1,579,070.00, as amended (ending in 72301) pursuant to which the Debtor granted a first priority purchase money security interest in and lien on the Property defined therein (the “PMSI Collateral 8”);

(I) Negotiable Promissory Note and Security Agreement dated January 27, 2023 (“Security Agreement 9”) with installment payments originally totaling \$3,160,026.00, as amended (ending in 72302) pursuant to which the Debtor granted a first priority purchase money security interest in and lien on the Property defined therein (the “PMSI Collateral 9”);

(J) Negotiable Promissory Note and Security Agreement dated January 27, 2023 (“Security Agreement 10”) with installment payments originally totaling \$1,725,760, as amended (ending in 72303) pursuant to which the Debtor granted a first priority purchase money security interest in and lien on the Property defined therein (the “PMSI Collateral 10”);

(K) Negotiable Promissory Note and Security Agreement dated January 27, 2023 (“Security Agreement 11”) with installment payments originally totaling \$2,061,122.00, as amended (ending in 72304) pursuant to which the Debtor granted a first priority purchase money security interest in and lien on the Property defined therein (the “PMSI Collateral 11”);

(L) Negotiable Promissory Note and Security Agreement dated April 5, 2024 (“Security Agreement 12”) with installment payments originally totaling \$1,372,600.00, as amended (ending in 401X) pursuant to which the Debtor granted a first priority purchase money security interest in and lien on the Property defined therein (the “PMSI Collateral 12”);

(M) Negotiable Promissory Note and Security Agreement dated April 5, 2024 (“Security Agreement 13”) with installment payments originally totaling \$1,336,640.00, as amended (ending in 402X) pursuant to which the Debtor granted a first priority purchase money security interest in and lien on the Property defined therein (the “PMSI Collateral 13”);

(N) Negotiable Promissory Note and Security Agreement dated April 5, 2024 (“Security Agreement 14”) with installment payments originally totaling \$1,639,220.00, as amended (ending in 403X) pursuant to which the Debtor granted a first priority purchase money security interest in and lien on the Property defined therein (the “PMSI Collateral 14”);

(O) Negotiable Promissory Note and Security Agreement dated April 5, 2024 (“Security Agreement 15”) with installment payments originally totaling \$2,175,640.00, as amended (ending in 404X) pursuant to which the Debtor granted a first priority purchase money security interest in and lien on the Property defined therein (the “PMSI Collateral 15”);

(P) Negotiable Promissory Note and Security Agreement dated April 5, 2024 (“Security Agreement 16”) with installment payments originally totaling \$2,032,000.00, as amended (ending in 405X) pursuant to which the Debtor granted a first priority purchase money security interest in and lien on the Property defined therein (the “PMSI Collateral 16”);

(Q) Negotiable Promissory Note and Security Agreement dated April 5, 2024 (“Security Agreement 17”) with installment payments originally totaling \$1,289,500.00, as amended (ending in 406X) pursuant to which the Debtor granted a first priority purchase money security interest in and lien on the Property defined therein (the “PMSI Collateral 17”); and

(R) Negotiable Promissory Note and Security Agreement dated April 5, 2024 (“Security Agreement 18”, and together with Security Agreements 1-17, the “CCG Security Agreements”) with installment payments originally totaling \$1,064,120.00, as amended (ending in 407X) pursuant to which the Debtor granted

a first priority purchase money security interest in and lien on the Property defined therein (the “PMSI Collateral 18”). References herein to the “Elite Collateral” mean PMSI Collateral 1-18 plus all of Elite’s other personal property.

(S) Elite’s Obligations under the CCG Secured Financings are guaranteed under (i) that certain Secured Guaranty dated October 19, 2017 by Debtor Reliable Construction Services LLC and Debtor Reliable Crane Service LLC in favor of CCG, (ii) that certain Secured Guaranty dated June 7, 2022 by Debtor Champion Crane Rental, Inc. in favor of CCG and (iii) that certain Secured Guaranty dated April 5, 2024 by Reliable Phoenix, LLC in favor of CCG (the “Debtor Guarantees,” and together with the CCG Security Agreements and all instruments and agreements related thereto, as amended, modified or supplemented from time to time, the “CCG Loan Documents”). Pursuant to the Debtor Guarantees, CCG was granted liens on and security interests in substantially all assets of Debtors Reliable Construction Services LLC, Reliable Crane Service LLC, Champion Crane Rental, Inc. and Reliable Phoenix, LLC (the “Guarantor Collateral,” and together with the Elite Collateral, the “CCG Collateral”).

(ii) **CCG Obligations**. As of the Petition Date, Debtors Elite, Reliable Construction Services LLC, Reliable Crane Service LLC, Champion Crane Rental, Inc. and Reliable Phoenix, LLC (the “CCG Obligors”) are jointly and severally indebted and liable to CCG, without objection, defense, counterclaim or offset of any kind, under the CCG Loan Documents in the principal amount of no less than \$18,208,355.23 in fully-secured loan principal obligations, plus interest accrued and accruing, fees, costs and expenses due and owing thereunder, whether charged to the CCG Secured Financings prior to or after the Petition Date (collectively, the “Prepetition CCG Obligations”, and together with the Prepetition CFI Obligations, the “Prepetition Obligations”).

(iii) **Prepetition CCG Lien Collateral**. Pursuant to the CCG Loan Documents, in order to secure the Debtors’ Prepetition CCG Obligations, the CCG Obligors granted CCG a third priority lien on the assets of Champion Crane Rental, Inc. and a first priority lien and security interest in and on the balance of the CCG Collateral (the “CCG Liens”).

(iv) **Enforceability of Prepetition Credit Obligations.** The Prepetition CCG Obligations are (a) legal, valid, binding and enforceable against the CCG Obligors and (b) not subject to any contest, attack, objection, recoupment, defense, counterclaim, offset, subordination, re-characterization, avoidance or other claim, cause of action or other challenge of any nature under the Bankruptcy Code, under applicable non-bankruptcy law or otherwise. The Debtors do not have, hereby forever release, and are forever barred from bringing or asserting any claims, counterclaims, causes of action, defense or setoff rights relating to the Prepetition CCG Obligations, whether arising under the Bankruptcy Code, under applicable non-bankruptcy law or otherwise against CCG and its officers, directors, agents, employees, attorneys, successors and assigns.

(v) **Enforceability of Prepetition Liens.** The third priority lien on Champion Crane Rental, Inc. and the first priority CCG Liens on the balance of the CCG Collateral are legal, valid, enforceable, non-avoidable, and duly perfected as of the Petition Date, and remain so and are not subject to avoidance, attack, offset, re-characterization or subordination under the Bankruptcy Code, under applicable non-bankruptcy law or otherwise and, as of the Petition Date, and without giving effect to this Interim Order, the Debtors are not aware of any liens or security interests having priority over the CCG Liens on the CCG Collateral, other than valid and perfected PMSI Liens on CCG Collateral. The CCG Liens on the CCG Collateral were granted for fair consideration and reasonably equivalent value.

G. **Findings Regarding the Postpetition Financing.**

(i) **Good Cause; Need for Postpetition Financing.** Good cause has been shown for the entry of this Interim Order. An immediate need exists for the Debtors to obtain

funds from the DIP Facility in order to continue operations and to administer and preserve the value of their estates. The ability of the Debtors to finance their operations, to preserve and maintain the value of their assets and to maximize a return for all creditors requires the availability of working capital from the DIP Facility, the absence of which would immediately and irreparably harm the Debtors, their estates, their creditors and the possibility for a successful reorganization. The proposed DIP Facility is in the best interests of the Debtors, their estates, and their creditors.

(ii) **No Credit Available on More Favorable Terms.** The Debtors have been unable to obtain (a) unsecured credit allowable under section 503(b)(1) of the Bankruptcy Code as an administrative expense, (b) credit for money borrowed secured solely by a lien on property of the estate that it not otherwise subject to a lien, (c) credit for money borrowed secured by a junior lien on property of the estate which is subject to a lien, (d) or credit otherwise on more favorable terms and conditions than those provided in the DIP Agreement and this Interim Order in amounts sufficient to address their working capital needs. The Debtors are unable to obtain credit for borrowed money without granting to the DIP Lender the DIP Protections (as defined herein).

G. **Use of Proceeds of the DIP Facility.** Proceeds of the DIP Facility (net of any amounts used to pay fees, costs and expenses under the DIP Financing Documents) shall be used in strict accordance with the Budget, the current version of which is attached hereto as **Exhibit 1**, subject to the variances permitted by the DIP Agreement, and in a manner consistent with the terms and conditions of the DIP Agreement, this Interim Order, and the Final Order.

H. **Adequate Protection for CCG.** CCG is entitled to receive adequate protection, as set forth in this Interim Order, pursuant to sections 361, 363 and 364 of the Bankruptcy Code, for any diminution in the value of its interests in the CCG Collateral resulting from, among other things, the Debtors' ongoing use of the CCG Collateral, substantial wear and tear on such CCG

Collateral due to the inherent nature of Debtors' businesses, depreciation during the pendency of the Bankruptcy Cases and the imposition of the automatic stay from and after the Petition Date (collectively, the "Diminution in Value"). Importantly, the CCG Collateral is necessary and essential for the generation of post-Petition Date accounts receivable under the DIP Credit Facility, and CCG has negotiated in good faith regarding the Debtors' use of the CCG Collateral to help fund and operate the Debtors' businesses and administration of the Debtors' estates along with the proceeds of the DIP Financing. Based on the DIP Motion and the record presented to the Court at the Interim Hearing, the terms of the proposed adequate protection arrangements to CCG are fair and reasonable, reflect the Debtors' prudent exercise of business judgment and constitute reasonably equivalent value and fair consideration for the consent of the CCG and the use of the CCG Collateral.

I. Extension of Financing; Business Judgment and Good Faith Pursuant to Section 364(e).

(i) The DIP Lender is willing to provide financing to the Debtors in accordance with the DIP Financing Documents. The terms and conditions of the DIP Facility and the DIP Financing Documents, and the fees paid and to be paid thereunder are fair, reasonable, and the best available under the circumstances, reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties, and are supported by reasonably equivalent value and consideration;

(ii) The DIP Financing Documents were negotiated in good faith and at arms' length between the Debtors and the DIP Lender;

(iii) The proceeds to be extended under the DIP Facility will be so extended in good faith, and for valid business purposes and uses; and

(iv) The DIP Lender is acting in good faith with respect to the DIP Facility and the terms and conditions of the DIP Financing Documents, and the DIP Lender's claims, superpriority claims, security interests and liens and other protections granted pursuant to this Interim Order and the DIP Financing Documents will not be affected or avoided by any subsequent reversal or modification of this Interim Order or the Final Order, as provided in section 364(e) of the Bankruptcy Code.

J. **Relief Essential; Best Interest; Good Cause.** The relief requested in the DIP Motion is necessary, essential, and appropriate for the preservation of the Debtors' assets and businesses. It is in the best interest of the Debtors' estates to be allowed to utilize the DIP Facility established in accordance with the DIP Agreement, other DIP Financing Documents, the Budget, this Interim Order and the Final Order. Good cause has been shown for the relief requested in the DIP Motion.

NOW, THEREFORE, on the DIP Motion and the record before this Court with respect to the DIP Motion, including the record created during the Interim Hearing, and with the consent of the Debtors, the DIP Lender and CCG to the form and entry of this Interim Order, and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. **Motion Granted.** The DIP Motion is granted in accordance with the terms and conditions set forth in this Interim Order, the DIP Agreement and the other DIP Financing Documents. Any objections to the DIP Motion with respect to entry of this Interim Order to the extent not withdrawn, waived or otherwise resolved, and all reservations of rights included therein, are hereby denied and overruled.

2. **DIP Financing Documents.**

(a) **Approval of Entry Into DIP Financing Documents.** The execution and delivery of the DIP Financing Documents, the performance of the DIP Obligations and the creation and perfection of the DIP Liens is authorized and approved. The Debtors are hereby authorized and directed to do and perform all acts, pay the principal, interest, fees, expenses, indemnities and other amounts described in the DIP Agreement, this Interim Order and the Final Order as such become due, including, without limitation, commitment fees and reasonable attorneys' fees and disbursements as provided for in the DIP Agreement, which amounts shall not otherwise be subject to approval of this Court.

(b) **Authorization to Borrow.** To enable the Debtors to continue to preserve the value of their estates during the period prior to entry of the Final Order (the "Interim Period") and subject to the terms and conditions of this Interim Order, upon the execution of the DIP Agreement, the Debtors are hereby authorized to borrow on a revolving basis in accordance with the Budget, up to a total committed amount of \$26,000,000, exclusive of certain fees and expenses payable to DIP Lender, and inclusive of approximately \$2,200,000 in new post-Petition Date funding, under the DIP Financing Documents.

(c) **Conditions Precedent.** The DIP Lender shall have no obligation to make the DIP Facility or any loan or advance under the DIP Agreement during the Interim Period unless the conditions precedent to making such loan under the DIP Agreement and this Interim Order have been satisfied in full or waived by the DIP Lender in its sole discretion.

(d) **DIP Collateral; DIP Liens.** Effective immediately upon the entry of this Interim Order, on account of loans advanced under the DIP Facility, the DIP Lender shall be and is hereby granted (i) first-priority security interests and liens (which shall immediately be valid,

binding, permanent, continuing, enforceable, perfected and non-avoidable) on all of the Prepetition Collateral, including Cash Collateral, and all unencumbered assets of the Debtors (excluding Chapter 5 avoidance claims), and the proceeds thereof and all other rights to payment, whether arising before or after the Petition Date, and (ii) a junior security interest in all other previously encumbered assets of the Debtors, including the CCG Collateral and other assets subject to valid and perfected PMSI Liens (collectively, the “DIP Collateral,” and all such liens and security interests granted on or in the DIP Collateral pursuant to this Interim Order and the DIP Financing Documents, the “DIP Liens”). The DIP Collateral shall not be subject to any surcharge under section 506(c) or any other provision of the Bankruptcy Code or other applicable law, nor by order of this Court.

(e) **DIP Lien Priority**. Subject only to the Carve-Out, the DIP Liens shall, pursuant to section 364(c)(2) of the Bankruptcy Code, be perfected, first priority liens on all DIP Collateral, junior only to valid and perfected priority liens, including the CCG Liens and PMSI Liens, on other encumbered assets of the Debtors. Subject only to the Carve-Out and valid and perfected PMSI Liens, the DIP Liens shall, pursuant to section 364(d)(1) of the Bankruptcy Code, be perfected, first priority senior liens on all DIP Collateral and shall also prime any liens granted after the Petition Date to provide adequate protection. Without limiting the foregoing, the DIP Liens shall not be made subject to, subordinate to, or *pari passu* with any lien or security interest by any court order heretofore or hereafter granted in the Chapter 11 Cases on the DIP Collateral or any portion thereof. The DIP Liens shall be valid and enforceable against any trustee appointed in the Chapter 11 Cases, upon the conversion of any of the Chapter 11 Cases to a case under Chapter 7 of the Bankruptcy Code, or in any other proceeding related to any of the foregoing (any “Successor Case”), and/or upon the dismissal of the Chapter 11 Cases or Successor Case.

(f) **Enforceable Obligations.** The DIP Financing Documents shall constitute and evidence the valid and binding obligations of the Debtors, which obligations shall be enforceable against the Debtors, their estates and any successors thereto and their creditors or representatives thereof, in accordance with their terms.

(g) **Protection of DIP Lender and Other Rights.** From and after the Petition Date, the Debtors shall use the proceeds of the extensions of credit under the DIP Facility only for the purposes specifically set forth in the DIP Agreement and this Interim Order and in strict compliance with the Budget (subject to any variances thereto permitted by the DIP Agreement).

(h) **Additional Protections of DIP Lender; Superpriority Administrative Claim Status.** Subject to the Carve-Out, all DIP Obligations shall constitute an allowed superpriority administrative expense claim (the “DIP Superpriority Claim” and, together with the DIP Liens, the “DIP Protections”) with priority in the Chapter 11 Cases and any Successor Case over all other administrative expense claims under sections 364(c)(1), 503(b) and 507(b) of the Bankruptcy Code and otherwise over all administrative expense claims and unsecured claims against the Debtors or their estates, now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, administrative expenses of the kinds specified in or ordered pursuant to sections 105, 326, 328, 330, 331, 365, 503(a), 503(b), 506(c), 507(a), 507(b), 546(c), 546(d), 1113 and 1114 and any other provision of the Bankruptcy Code except as otherwise set forth herein, whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy or attachment. The DIP Superpriority Claim shall be payable from and have recourse to all prepetition and post-petition property of the Debtors and all proceeds thereof. Without limiting the foregoing, the DIP Superpriority Claim shall not be made subject to,

subordinate to, or *pari passu* with any other administrative claim in the Chapter 11 Cases or any Successor Case, except for the Carve-Out.

3. **Authorization to Use Cash Collateral and Proceeds of DIP Facility.** Pursuant to the terms and conditions of this Interim Order, the DIP Agreement and the other DIP Financing Documents, and in accordance with the Budget and the permitted variances thereto set forth in this Interim Order and the DIP Agreement, (a) the Debtors are authorized to use the advances under the DIP Agreement during the period commencing immediately after the entry of this Interim Order and terminating upon the occurrence of an Event of Default (as defined herein) and the termination of the DIP Agreement in accordance with its terms and subject to the provisions hereof, and (b) the Debtors are authorized to use all Cash Collateral of CFI and the DIP Lender.

4. **Adequate Protection for CCG and Other Secured Creditors.** Secured creditors other than CCG will receive replacement liens to the same extent and priority of their valid and perfected prepetition liens. With respect to CCG, the CCG Loan Documents shall remain in full force and effect except for any defaults that existed on the Petition Date and which may continue after the Petition Date. As adequate protection for the interests of CCG in the CCG Collateral on account of the granting of the DIP Liens, subordination to the Carve-Out, and any other Diminution in Value, CCG shall receive adequate protection as follows:

(a) **Adequate Protection Replacement Liens.** To the extent of the Diminution in Value of the interests of CCG in the CCG Collateral, CCG shall be and is hereby granted continuing valid, binding, enforceable, non-avoidable and automatically perfected post-petition security interests in and liens on the DIP Collateral and the CCG Collateral (the “CCG Replacement Liens”).

(i) **Priority of the Replacement Liens:**

(A) The CCG Replacement Liens shall be junior only to the Carve-Out, the DIP Liens and the PMSI Liens. The CCG Replacement Liens shall otherwise be senior to all other security interests in, liens on, or claims against any of the DIP Collateral (but third priority on Champion Crane Rental, Inc.).

(B) Except as provided herein, the CCG Replacement Liens shall not be made subject to or *pari passu* with any lien or security interest by any court order heretofore or hereafter entered in the Chapter 11 Cases or any Successor Case, and shall be valid and enforceable against any trustee appointed in any of the Chapter 11 Cases or any Successor Case, or upon the dismissal of the Chapter 11 Cases or Successor Case. The CCG Replacement Liens shall not be subject to sections 506(c), 510, 549, or 550 of the Bankruptcy Code.

(ii) **Adequate Protection Superpriority Claims**. To the extent of the Diminution in Value of the interests of CCG in the CCG Collateral, CCG is hereby granted allowed superpriority administrative expense claims, to the extent provided by sections 503(b) and 507(b) of the Bankruptcy Code, in the Chapter 11 Cases and any Successor Case (the “Adequate Protection Superpriority Claims”). Except as otherwise provided in this Interim Order, the Adequate Protection Superpriority Claims shall have priority over all administrative expense claims and unsecured claims against the Debtors or their estates, now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, administrative expenses of the kinds specified in or ordered pursuant to sections 105, 326, 328, 330, 331, 365, 503(a), 503(b), 506(c), 507(a), 507(b), 546(c), 546(d), 1113 and 1114 of the Bankruptcy Code.

(iii) **Adequate Protection Payments and Protections.** The Debtors are authorized and directed to provide adequate protection payments to the CCG in the form of monthly payments in an amount equal to the interest accruing under the CCG Loan Documents. The obligation to make the foregoing payments shall continue regardless of whether such amounts appear in the Budget.

5. **Postpetition Lien Perfection.** This Interim Order shall be sufficient and conclusive evidence of the validity, perfection, and priority of the DIP Liens and the Replacement Liens without the necessity of filing or recording any financing statement, deeds of trust, mortgages, or other instruments or documents which may otherwise be required under the law of any jurisdiction or the taking of any other action (including, for the avoidance of doubt, entering into any deposit account control agreement or obtaining possession of any possessory collateral) to validate or perfect the DIP Liens and the Replacement Liens or to entitle the DIP Liens and the Replacement Liens to the priorities granted herein. Notwithstanding and without limiting the foregoing, the DIP Lender and CCG may each file such financing statements, mortgages, notices of liens and other similar documents as they deem appropriate, and they are hereby granted relief from the automatic stay of section 362 of the Bankruptcy Code in order to do so, and all such financing statements, mortgages, notices and other documents shall be deemed to have been filed or recorded as of the Petition Date. The DIP Lender, in its discretion, may file a photocopy of this Interim Order as a financing statement with any recording officer designated to file financing statements, and in such event, the recording officer shall be authorized to file or record such copy of this Interim Order.

6. **Reservation of Certain Third Party Rights and Bar of Challenges and Claims.** Nothing in this Interim Order or the DIP Agreement shall prejudice the rights of any Committee

or any other party in interest to the extent it has requisite standing (other than the Debtors and their non-Debtor affiliates and subsidiaries, if any) to object to or challenge the findings herein and the Debtors' Stipulations regarding (a) the validity, extent, perfection or priority of the Prepetition CFI Liens in and on the Prepetition CFI Collateral, (b) the validity, extent, perfection or priority of the CCG Liens on the CCG Collateral, or (c) the validity, allowability, priority, status or amount of the Prepetition Obligations (a "Challenge"); *provided, however*, in order to prosecute a Challenge, the Committee or such other party in interest must file an adversary proceeding asserting the Challenge, including without limitation, asserting any claim in the nature of a setoff, counterclaim or defense to the Prepetition Credit Obligations (including, but not limited to, those under sections 506, 544, 547, 548, 549, 550, 552 of the Bankruptcy Code) (also, a "Challenge") on or before the date that is sixty (60) days from the first business day following the appointment of the Committee by the U.S. Trustee (the "Challenge Period"). The date that is the next calendar day after the termination of the Challenge Period, in the event that no Challenge is raised during the Challenge Period, shall be referred to as the "Challenge Period Termination Date." From and after the Challenge Period Termination Date, any and all challenges, claims, causes of action and objections by any party (including, without limitation, the U.S. Trustee, the Committee, any Chapter 11 or Chapter 7 trustee appointed herein or in any Successor Case, and any other party in interest) shall be deemed to be forever waived and barred, and the Prepetition Obligations shall be deemed to be allowed in full and shall be deemed to be allowed as secured claims within the meaning of section 506 of the Bankruptcy Code for all purposes in connection with the Chapter 11 Cases or any Successor Case, and the Debtors' Stipulations shall be binding on all creditors, interest holders and parties in interest (including, without limitation, the U.S. Trustee, the

Committee, any Chapter 11 or Chapter 7 trustee appointed herein or in any Successor Case, and any other party in interest)..

7. **Carve-Out.** For purposes hereof, the “Carve-Out” shall mean (a) all fees required to be paid to the Clerk of the Bankruptcy Court or to the U.S. Trustee pursuant to 28 U.S.C. § 1930(a)(6) (the “U.S. Trustee Fees”), together with interest payable thereon pursuant to applicable law and any fees payable to the Clerk of the Bankruptcy Court; plus (b) the aggregate amount of all professional fees, expenses and disbursements payable under sections 330, 331 and/or 363 of the Bankruptcy Code of professionals retained pursuant to sections 327 or 1103(a) of the Bankruptcy Code by, collectively, the Debtors, the Committee, any trustee, examiner or other representative or professional appointed in the Chapter 11 Cases, that are set forth in the approved Budget and allowed by this Court that were incurred but remain unpaid *prior* to the issuance of a notice from the DIP Lender that an Event of Default has occurred (the “Carve-Out Notice”) (which the DIP Lender may issue upon an Event of Default), regardless of when such fees, expenses and disbursements become allowed by order of this Court; plus (iii) the actual and necessary costs and expenses (including professional fees and expenses) incurred by counsel for the Debtors and/or a Chapter 7 Trustee and associated with the closure or sale of the Debtors’ assets or businesses in an amount not to exceed \$25,000. Upon the issuance of a Carve-Out Notice, the right of the Debtors to pay any professional fees other than the Carve-Out shall terminate.

8. **Carve Out Notice.** Upon the issuance of a Carve-Out Notice, the Debtors shall provide immediate notice by facsimile and email to all retained professionals informing them of the Carve-Out Notice and that the Debtors’ ability to pay professionals is subject to the Carve-Out; *provided*, and notwithstanding anything set forth herein, the Carve-Out shall not be available to pay and shall exclude any fees and expenses incurred in connection with initiating or prosecuting

any claims, causes of action, adversary proceedings, or other litigation against any of CFI (as DIP Lender and prepetition lender) or CCG, including, without limitation, the assertion or joinder in any claim, counterclaim, action, proceeding, application, motion, objection, defenses or other contested matter, the purpose of which is to seek any order, judgment, determination or similar relief (a) invalidating, setting aside, disallowing, avoiding, challenging or subordinating, in whole or in part, the DIP Obligations, the Prepetition Obligations, the Prepetition CFI Liens, the CCG Liens or the DIP Liens, or (b) preventing, hindering or delaying, whether directly or indirectly, the DIP Lender's or CCG's assertion or enforcement of their liens or security interests or realization upon any DIP Collateral, Prepetition CFI Collateral or CCG Collateral, or (c) prosecuting any adversary or avoidance actions against either CFI (as DIP Lender and prepetition lender) or CCG, or (d) challenging the amount, validity, extent, perfection, priority, or enforceability of, or asserting any defense, counterclaim, or offset to, the Prepetition Obligations or the adequate protection granted herein; *provided further, however*, (i) the Carve-Out shall be available to pay fees and expenses incurred in connection with a dispute over whether an Event of Default has occurred or is continuing, and (ii) \$7,5000 of the Carve-Out may be used by the Committee in connection with the investigation of any Challenge.

9. **Payment of Professional Compensation.** Nothing herein shall be construed as consent to the allowance of any professional fees or expenses of the Debtors or the Committee or shall affect the right of the DIP Lender or CCG to object to the allowance and payment of such fees and expenses or to permit the Debtors to pay any such amounts not set forth in the Budget. Nothing in this Interim Order shall impair the right of any party to object to the reasonableness of any professional fees or expenses to be paid by the Debtors' estate. The DIP Lender shall not be responsible for the payment or reimbursement of any fees or disbursements of any professional

person retained in the Chapter 11 Cases incurred in connection with the Chapter 11 Cases or any Successor Case, and nothing in this Interim Order or otherwise shall be construed to obligate the DIP Lender, in any way, to pay compensation to, or to reimburse expenses of, any professional person retained in the Chapter 11 Cases. Nothing herein shall be construed to obligate the DIP Lender or CCG, in any way, to pay any professional fees, or to assure that the Debtors have sufficient funds on hand to pay any professional fees. Prior to the issuance of any Carve-Out Notice, the Debtors are authorized to transfer the amounts in the Budget (subject to any permitted variances) for professional fees into the professional fee escrow account ("Escrow") with Epiq Corporate Restructuring LLC acting as the escrow agent ("Escrow Agent"), with Escrow and funds to be governed by the Carve-Out Escrow Agreement entered into between the Escrow Agent and the Debtors and approved by DIP Lender in its reasonable discretion (the "Escrow Agreement"). Following issuance of any Carve-Out Notice, the Debtors are authorized to transfer into the Escrow such remaining amounts as may be necessary to satisfy the Carve-Out, if any, to be governed by the Escrow Agreement.

10. **Fees and Expenses of the DIP Lender.** Without further order of this Court, and in consideration of the accommodations provided by the DIP Lender and CCG, the Debtors shall reimburse DIP Lender all reasonable, documented costs and expenses (including the reasonable fees and expenses of external and internal legal, financial advisors, appraisal and valuation-related professionals and services) incurred by DIP Lender and CCG in the Chapter 11 Cases and any Successor Case, including, without limitation, in connection with (a) the analysis, negotiation, preparation, documentation, execution, Court approval, administration, delivery and termination of the DIP Agreement, the other DIP Financing Documents, this Interim Order and the Final Order and the documents and instruments referred to herein and therein, and any amendment,

restatement, supplement, waiver or consent relating hereto or thereto, whether or not any such amendment, amendment and restatement, supplement, waiver or consent is executed or becomes effective, any orders to be entered in connection therewith and any other documents filed in or prepared in connection with the Chapter 11 Cases or in any Successor Case, and the preparation for, travel to and participation in any hearings or proceedings in connection with any of the foregoing, (b) the enforcement of DIP Lender's and CCG's rights hereunder, or the collection of any payments owing from the Debtors or the protection, preservation or defense of the rights of the DIP Lender hereunder and under the DIP Financing Documents, (c) any lien, litigation and other search costs, and charges of any expert, appraiser, auditor or other consultant to DIP Lender of CCG, and (d) from and after the occurrence and during the continuation of any Event of Default, any reasonable, documented fees and costs due to the DIP Lender, including the reasonable charges of internal and external legal counsel, in accordance with the DIP Financing Documents.

11. **Section 506(c) Claims.** Nothing contained in this Interim Order shall be deemed a consent by the DIP Lender or CCG to any charge, lien, assessment or claim against the DIP Collateral, the Prepetition CFI Collateral or the CCG Collateral under section 506(c) of the Bankruptcy Code or otherwise. The Debtors (and any trustee appointed in the Chapter 11 Cases or any Successor Case) shall be deemed to have waived any such charge, lien, assessment or claim under section 506(c) of the Bankruptcy Code, and shall not take any action adverse to the DIP Lender or CCG or their rights and remedies under the DIP Financing Documents, Prepetition CFI Documents or the CCG Documents.

12. **Collateral Rights.** Unless the DIP Lender has provided its prior written consent or all DIP Obligations and all Prepetition Obligations have been paid in full in cash (or will be paid in full in cash upon entry of an order approving indebtedness described in subparagraph (a)

below), and all commitments by the DIP Lender to lend have terminated: (a) the Debtors shall not seek or support the entry, in this Chapter 11 Cases, or in any Successor Case, of any order which authorizes the obtaining of credit or the incurring of indebtedness that is secured by a security, mortgage, or collateral interest or other lien on all or any portion of the DIP Collateral or the CCG Collateral and/or entitled to priority administrative status which is senior or *pari passu* to the liens granted to the DIP Lender pursuant to this Interim Order, or is senior or *pari passu* to the Replacement Liens granted to CCG pursuant to this Second Interim Order or otherwise; (b) the Debtors shall not consent to relief from the automatic stay by any person other than the DIP Lender or CCG with respect to all or any portion of the DIP Collateral or the CCG Collateral without the express written consent of the DIP Lender and/or CCG; and (c) in the event the Debtors seek or supports the entry of an order in violation of subsections (a) or (b) hereof, the DIP Lender and CCG shall be granted relief from the automatic stay with respect to the DIP Collateral and CCG Collateral pursuant to the procedures set forth in Paragraph 16 of this Interim Order.

13. **Commitment Termination Date.** All DIP Obligations of the Debtors to the DIP Lender shall be immediately due and payable, and the Debtors' authority to use the proceeds of the DIP Facility and to use Cash Collateral shall automatically cease, both on the date that is the earliest to occur of: (a) the Maturity Date under the DIP Agreement; (b) the occurrence of an Event of Default that is not cured in accordance with any cure provision applicable to such default under the DIP Agreement; (c) the date on which the maturity of the DIP Obligations is accelerated and the commitments under the DIP Facility are irrevocably terminated in accordance with the DIP Agreement, or (d) the date that is thirty-one (31) days after the entry of this Interim Order if the Debtors have not obtained entry of a Final Order on or before such date (the "Commitment Termination Date").

14. **Disposition of Collateral.** The Debtors shall not sell, transfer, lease, encumber or otherwise dispose of any portion of the DIP Collateral outside of the ordinary course of business without the prior written consent of the DIP Lender (and no such consent shall be implied from any other action, inaction or acquiescence by the DIP Lender or an order of this Court), except as provided in the DIP Agreement and this Interim Order and approved by the Bankruptcy Court to the extent required under applicable bankruptcy law. Nothing herein shall prevent the Debtors from operating in the ordinary course of business to the extent consistent with the Budget.

15. **Events of Default.** The occurrence of an “Event of Default” under the Prepetition CCG Documents (except for any defaults that existed on the Petition Date and which may continue after the Petition Date) and/or pursuant to Section 5 the DIP Agreement shall constitute an event of default under this Interim Order, unless expressly waived in writing in accordance with the consents required in the DIP Financing Documents (collectively, the “Events of Default”). Further, the following events, among other things, shall each constitute an Event of Default thereunder and under this Interim Order and shall be enforceable against the Debtors by the DIP Lender and/or CCG: (a) collection by any Debtor of any accounts which are not within two (2) business days wholly redirected in good funds or original form of payment from the payor to DIP Lender’s lockbox (the “Payment Account”), (b) failure of the Debtors to list all related company and contra relationship sales in the borrowing base reports submitted to DIP Lender, (c) contra account sales exceed \$200,000 during any 13-week Budget period, and (d) failure of the Debtors to obtain entry of the Final Order within thirty (30) days of the entry of this Interim Order.

16. **Rights and Remedies Upon Event of Default.**

(a) DIP Lender shall provide notice of any Event of Default to the Debtors, counsel for the Committee, if any, and the U.S. Trustee and, contemporaneously with providing

such notice, the DIP Lender may file an emergency motion before this Court (to be heard subject to the Court's availability), seeking entry of an Order confirming the occurrence of an Event of Default (the "Default Motion").

(b) Upon the occurrence of any Event of Default as determined by the Court in connection with a Default Motion, the automatic stay shall be deemed modified and (i) the Debtors shall continue to deliver and cause the delivery of the proceeds of DIP Collateral to the DIP Lender as provided in the DIP Agreement and this Interim Order; (ii) the DIP Lender shall continue to apply such proceeds in accordance with the provisions of this Interim Order and of the DIP Agreement; (iii) the Debtors shall have no right to use any of such proceeds, nor any other Cash Collateral other than towards the satisfaction of the DIP Obligations and the Carve-Out, as provided in the DIP Financing Documents and this Interim Order; (iv) any obligation otherwise imposed on the DIP Lender to provide any loan or advance to the Debtors pursuant to the DIP Financing Documents may be immediately be suspended, in the sole and absolute discretion of the DIP Lender; (v) the DIP Lender may accelerate the DIP Obligations; and (vi) the DIP Lender shall be entitled to take all actions that it considers, in good faith credit judgment, to be necessary to protect against loss or diminution of its DIP Collateral, including, without limitation, those set forth in Section 6 of the DIP Agreement..

(c) At the hearing on the Default Motion, the Debtors or other parties in interest will have the sole and limited right to challenge the occurrence of the Event of Default. No other arguments or issues relating to the DIP Lender's enforcement of its rights or remedies may be presented for adjudication by the Court and no other relief against the DIP Lender may be presented. If, at the conclusion of the hearing on the Default Motion, the Court determines an Event of Default has occurred, the automatic stay will be terminated and the DIP Lender shall be

authorized to exercise any remedies available to it under the DIP Agreement, this Interim Order or applicable law.

(d) Nothing included herein shall prejudice, impair, or otherwise affect the DIP Lender's rights to seek any other or supplemental relief in respect of the DIP Lender's rights, as provided in the DIP Agreement.

17. **Application of Proceeds.** As provided in the DIP Financing Documents and the Interim Order, the DIP Lender is authorized to apply, on a daily basis, all funds transferred into the Payment Account to the Prepetition CFI Obligations until all of the Prepetition CFI Obligations have been "rolled-up" and converted into DIP Obligations. Notwithstanding the foregoing, the Court reserves the right to reallocate such payments in the event and to the extent it is determined by a final order of the Court that CFI did not maintain valid, perfected and enforceable liens on any of the Prepetition CFI Collateral.

18. **Limitation on Lender Liability.** Nothing in this Interim Order or any of the DIP Financing Documents shall in any way be construed or interpreted to impose or allow the imposition of any liability on the DIP Lender or CCG for any claims arising from any prepetition or postpetition activities of the Debtors in the operation of their businesses or the administration of these Chapter 11 Cases. Neither DIP Lender nor CCG shall be deemed to be in control of Debtors' operations or acting as a "responsible person," "owner," or "operator" of the Debtors, as such terms are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601, *et seq.*, as amended or modified, solely because they extended loans to the Debtors.

19. **Proofs of Claim.** CCG and the DIP Lender shall not be required to file proofs of claim in these Chapter 11 Cases. Any proof of claim so filed shall be deemed to be in addition and not in lieu of the Debtors' Stipulations.

20. **Access and Information.** Without limiting the rights of access and information afforded to the DIP Lender under the DIP Financing Documents, the Debtors shall be required to afford representatives, agents and/or employees of the DIP Lender reasonable access to the Debtors' premises and their records and shall cooperate, consult with, and provide to such persons all such non-privileged information as DIP Lender may reasonably request. The Debtors shall also provide to the DIP Lender, at the time filed or submitted, all statements, schedules or reports provided to the U.S. Trustee or the Committee; *provided, however*, the foregoing obligation may be satisfied by serving such statements, schedules and reports upon the DIP Lender's counsel through the Court's electronic case filing system.

21. **Other Rights and Obligations.**

(a) **Good Faith Under Section 364(e) of the Bankruptcy Code; No Modification or Stay of this Interim Order.** The DIP Lender has acted in good faith in connection with negotiating the DIP Financing Documents, extending credit under the DIP Facility and allowing the use of Cash Collateral, and its reliance on this Interim Order is in good faith. Based on the findings set forth in this Interim Order and the record made during the Interim Hearing, and in accordance with section 364(e) of the Bankruptcy Code, in the event any or all of the provisions of this Interim Order are hereafter reversed, modified, amended or vacated by a subsequent order of this or any other Court, the DIP Lender is entitled to the protections provided in section 364(e) of the Bankruptcy Code. Any such reversal, modification, amendment or vacatur shall not affect the validity and enforceability of any advances made pursuant to this Interim Order or the DIP

Financing Documents, nor shall it affect the validity, priority, enforceability, or perfection of the DIP Liens. Any claims and DIP Protections granted to the DIP Lender hereunder arising prior to the effective date of such reversal, modification, amendment or vacatur shall be governed in all respects by the original provisions of this Interim Order, and the DIP Lender shall be entitled to all of the rights, remedies, privileges and benefits, including the DIP Protections granted herein, with respect to any such claim. Since the loans made pursuant to the DIP Agreement are made in reliance on this Interim Order, the obligations owed to the DIP Lender prior to the effective date of any reversal or modification of this Interim Order cannot, as a result of any subsequent order in the Chapter 11 Cases or in any Successor Case, be subordinated, lose their lien priority or superpriority administrative expense claim status, or be deprived of the benefit of the status of the liens and claims granted to the DIP Lender under this Interim Order and/or the DIP Financing Documents.

(b) Binding Effect. The provisions of this Interim Order shall be binding upon and inure to the benefit of the DIP Lender, CCG, the Debtors, the Committee, all parties in interest, and all creditors, and each of their respective successors and assigns (including any trustee or other fiduciary hereinafter appointed as a legal representative of the Debtors or with respect to the property of the estate of the Debtors) whether in the Chapter 11 Cases, in any Successor Case, or upon dismissal of any such chapter 11 or chapter 7 case.

(c) No Waiver. The failure of the DIP Lender to seek relief or otherwise exercise its rights and remedies under the DIP Financing Documents, the DIP Facility, this Interim Order or otherwise, as applicable, shall not constitute a waiver of any of CCG's or the DIP Lender's rights hereunder, thereunder, or otherwise. Notwithstanding anything herein, the entry of this Interim Order is without prejudice to, and does not constitute a waiver of, expressly or

implicitly, or otherwise impair CCG or the DIP Lender under the Bankruptcy Code or under non-bankruptcy law, including without limitation, the rights of CCG and the DIP Lender to (i) request conversion of the Chapter 11 Cases to a case under chapter 7, dismissal of the Chapter 11 Cases, or the appointment of a trustee in the Chapter 11 Cases, (ii) propose, subject to the provisions of section 1121 of the Bankruptcy Code, a plan of reorganization, or (iii) exercise any of the rights, claims or privileges (whether legal, equitable or otherwise) the DIP Lender or CCG may have pursuant to this Interim Order, the DIP Financing Documents, the Prepetition CFI Documents, the CCG Documents, or applicable law. Nothing in this Interim Order shall interfere with the rights of any party with respect to any non-Debtors.

(d) No Third Party Rights. Except as explicitly provided for herein, this Interim Order does not create any rights for the benefit of any third party, creditor, equity holder or any direct, indirect, or incidental beneficiary.

(e) No Marshaling; Equities of the Case. Neither the DIP Lender nor CCG shall be subject to the equitable doctrine of “marshaling” or any other similar doctrine with respect to any of the DIP Collateral or Prepetition CFI Collateral or CCG Collateral, as applicable. The DIP Facility, DIP Liens and DIP Obligations shall not be subject to any equities of the case analysis under section 552 of the Bankruptcy Code or similar law.

(f) Amendment. The Debtors and the DIP Lender may amend or waive any provision of the DIP Financing Documents, provided that, to the extent such amendment or waiver impairs the Debtors or DIP Collateral, such amendment must be on notice to the Office of the U.S. Trustee and any Committee, and further provided that such amendment or waiver, in the reasonable judgment of the Debtors and the DIP Lender, is both non-prejudicial to the rights of third parties or is not material. Except as otherwise provided herein, no waiver, modification, or

amendment of any of the provisions of the DIP Financing Documents shall be effective unless set forth in writing, signed on behalf of all the Debtors and the DIP Lender, and, if material, approved by the Bankruptcy Court. The Debtors irrevocably waive any right to seek any modification or extension of this Interim Order without the prior written consent of the DIP Lender and no such consent shall be implied by any other action, inaction or acquiescence of the DIP Lender.

22. **Survival of Interim Order and Other Matters.** The provisions of this Interim Order and any actions taken pursuant hereto shall survive entry of any order which may be entered (i) confirming any a plan of reorganization or a plan of liquidation in the Chapter 11 Cases, (ii) converting the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code or any Successor Case, (iii) to the extent authorized by applicable law, dismissing the Chapter 11 Cases, (iv) withdrawing of the reference of the Chapter 11 Cases from this Court, or (v) providing for abstention from handling or retaining of jurisdiction of the Chapter 11 Cases in this Court. The terms and provisions of this Interim Order including the DIP Protections granted pursuant to this Interim Order and the DIP Financing Documents and any protections granted to CCG, shall continue in full force and effect notwithstanding the entry of such order, and such DIP Protections and protections for CCG shall maintain their priority as provided by this Interim Order until all the obligations of the Debtors to the DIP Lender pursuant to the DIP Financing Documents and to CCG have been indefeasibly paid in full and in cash and discharged (such payment being without prejudice to any terms or provisions contained in the DIP Financing Documents which survive such discharge by their terms). The DIP Obligations shall not be discharged by the entry of any order confirming a plan of reorganization, the Debtors having waived such discharge pursuant to section 1141(d)(4) of the Bankruptcy Code.

(a) Inconsistency. In the event of any inconsistency between the terms and conditions of the DIP Financing Documents and this Interim Order, the provisions of this Interim Order shall govern and control.

(b) Enforceability. This Interim Order shall constitute findings of fact and conclusions of law pursuant to the Bankruptcy Rule 7052 and shall take effect and be fully enforceable retroactive to the Petition Date immediately upon entry of this Interim Order. Notwithstanding Bankruptcy Rules 4001(a)(3), 6004(h), 6006(d), 7062, 9024, or any other Bankruptcy Rule, this Interim Order shall be immediately effective and enforceable upon its entry and there shall be no stay of execution or effectiveness of this Interim Order. The rights of all parties in interest to object to the terms of the Final Order, the DIP Agreement and any other DIP Financing Documents at the Final Hearing are expressly reserved.

23. **Final Hearing**.

(a) The Final Hearing to consider entry of the Final Order and final approval of the DIP Facility is scheduled for October __, 2025 at _____ Mountain time at the United States Bankruptcy Court for the District of Montana or as remote attendance may otherwise be permitted by the Court. If no objections to the relief sought in the Final Hearing are filed and served in accordance with this Interim Order, no Final Hearing may be held, and a separate Final Order may be presented by the Debtors and entered by this Court.

(b) On or before September __, 2025, the Debtors shall serve, by United States mail, first-class postage prepaid, notice of the entry of this Interim Order and of the Final Hearing (the "Final Hearing Notice"), on: (i) the U.S. Trustee; (ii) counsel to the Committee, if any; (iii) counsel to the DIP Lender and CCG; (iv) the Internal Revenue Service; (v) the parties included on the list of the Debtors' consolidated list of thirty largest unsecured creditors; (vi) any

party who has requested notice pursuant to Bankruptcy Rule 2002; (vii) all parties entitled to notice under Bankruptcy Rule 2002(j); and (vii) all other known parties asserting a lien on the Debtors' assets.

(c) Objections to the Final Order shall be filed with the Clerk of the Bankruptcy Court on or before _____, 2025 at 4:00 p.m. and served upon (i) bankruptcy counsel for the Debtors; and (ii) counsel for the DIP Lender and CCG, Vedder Price P.C., 222 North LaSalle Street, Suite 2400 Chicago, IL 60601, Attn: David L. Kane. Notwithstanding the terms of this Interim Order, this Court is not precluded from entering a Final Order containing provisions that are inconsistent with, or contrary to any of the terms in this Interim Order, subject to the protections under section 364(e) of the Bankruptcy Code and the rights of the DIP Lender to terminate the DIP Agreement if such Final Order is not acceptable to it. In the event this Court modifies any of the provisions of this Interim Order or the DIP Financing Documents following such further hearing, such modifications shall not affect the rights and priorities of DIP Lender pursuant to this Interim Order with respect to the DIP Collateral, and any portion of the DIP Obligations which arises or is incurred, advanced or paid prior to such modifications (or otherwise arising prior to such modifications), and this Interim Order shall remain in full force and effect except as specifically amended or modified at such Final Hearing.

Signed September , 2025.

UNITED STATES BANKRUPTCY JUDGE

APPROVED FOR ENTRY:

/s/

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EXHIBIT 1
BUDGET

**SECOND AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT –
(SENIOR SECURED SUPERPRIORITY DEBTOR-IN-POSSESSION)**

THIS SECOND AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT (SENIOR SECURED SUPER PRIORITY DEBTOR-IN-POSSESSION) (this “Agreement”) is entered into and made as of September __, 2025, by and among **Commercial Funding Inc.**, a Delaware Corporation (together with its participants, successors and assigns, “Lender” or “CFI”), and **Reliable Crane Service, LLC**, a Limited Liability Company duly organized and existing under the laws of the State of Nevada, **Reliable Construction Services LLC**, a Limited Liability Company duly organized and existing under the laws of the State of Nevada, **Champion Crane Rental, Inc.**, a California Corporation, and **Reliable Phoenix, LLC**, a Limited Liability Company duly organized and existing under the laws of the State of Arizona (individually and collectively, “Original Borrower”), **Reliable Crane Texas, LLC**, a Limited Liability Company duly organized and existing under the laws of Texas, **Champion Crane Holdings, LLC**, a Limited Liability Company duly organized and existing under the laws of California, and **Elite Equipment Leasing, LLC**, a Limited Liability Company duly organized and existing under the laws of Montana (individually and collectively, “New Borrower”, and together with Original Borrower and their successors and permitted assigns, “Borrower”). As used herein, the term “Parties” shall refer collectively to Borrower and Lender.

RECITALS

WHEREAS, on September 7, 2025 (the “Petition Date”), each Borrower (other than Reliable Crane Texas, LLC) filed voluntary petitions for relief in the United States Bankruptcy Court for the District of Montana (the “Bankruptcy Court”) and commenced cases (the “Bankruptcy Cases”) under Chapter 11 of the Bankruptcy Code and have continued in the possession of their assets and in the management of their businesses pursuant to sections 1107 and 1108 of the Bankruptcy Code; and

WHEREAS, pursuant to that certain Amended Loan and Security Agreement dated the 28th day of September 2023 (as amended, supplemented and modified from time to time, the “Prepetition LSA”) among Lender and Original Borrower, Lender made available to Original Borrower a \$22,000,000 senior secured revolving credit facility; and

WHEREAS, as of the Petition Date, Lender is owed \$23,755,232.06 in revolving loan principal obligations, plus interest, fees, costs and expenses and all other Obligations under and as defined in the Prepetition LSA (the “Prepetition Obligations”); and

WHEREAS, in connection with the Bankruptcy Cases, Borrower requested that Lender provide them with a senior secured, super-priority debtor-in-possession revolving credit facility as the DIP Facility, consisting of a \$26,000,000 revolving loan commitment, which shall consist of (x) a new money revolving loan facility in the aggregate principal amount of up to \$2,198,696.94, and (y) a roll-up of the Prepetition Obligations under the Loan Documents, in each case, on the terms and conditions set forth herein and pursuant to sections 364(c)(1), (2) and (3) of the Bankruptcy Code, the proceeds of which shall be used as set forth herein and in the DIP Order; and

WHEREAS, pursuant in all respects to the Budget, the DIP Facility shall be available for borrowings and other extensions of credit as of the date the Interim Order is entered and the other conditions to borrowing set forth herein, in the Interim Order and the other Loan Documents are satisfied, subject in all respects to the terms, conditions and limitations set forth herein, the DIP Order and in the other Loan Documents; and

WHEREAS, by execution and delivery of this Agreement and the other Loan Documents and entry of the applicable DIP Order, Borrower and each Guarantor agrees to secure all of the Obligations by granting to Lender a Lien and security interest in respect of, and on, substantially all of each Borrower’s respective assets, on and subject to the terms and priorities set forth in the DIP Order, this Agreement and the other Loan Documents; and

WHEREAS, Lender has agreed to amend and restate the Prepetition LSA, and extend the DIP Facility to Borrower, including the continuation of the loans and Obligations hereunder and thereunder, subject to the provisions of this Agreement and the DIP Order.

1. Definitions.

1.1 General Definitions.

The following terms used in this Agreement have the following meanings:

“Account Debtor” means account debtor as defined in Article 9 of the UCC.

“Account” means account as defined in Article 9 of the UCC.

“Affiliate” means, as to any Person, any other Person who directly or indirectly controls, is under common control with, is controlled by or is a director or officer or the equivalent thereof of such Person. As used in this definition, “control” (including its correlative meanings, “controlled by” and “under common control with”) means possession, directly or indirectly, of the power to direct or



cause the direction of management or policies (whether through ownership of voting securities or partnership or other ownership interests, by contract or otherwise).

"Agreement" has the meaning ascribed thereto in the preamble to this Agreement, together with any amendments, modifications, restatements, and supplements thereto and replacements thereof.

"Bankruptcy Code" means Title 11 of the United States Code entitled "Bankruptcy", as the same may be amended, modified or supplemented from time to time, and any successor statute thereto.

"Borrower" has the meaning ascribed thereto in the preamble to this Agreement.

"Borrower's Deposit Account" means a Debtor-in-Possession bank account maintained by Borrower into which Borrower directs Lender to make Revolving Advances or payments.

"Borrowing Base Certificate" shall be a certificate in form and substance required by section 2.2..4.

"Business Day" means any day not a Saturday, Sunday, or day on which national banks are authorized to close.

"Budget" means operating budgets for successive 13-week periods, each of which shall be subject in all respects to Lender's review and approval in its sole discretion, including without limitation the initial Budget attached hereto and approved by Lender prior to the bankruptcy Petition Date (the "Initial Budget"), and each budget provided for successive 13-week periods.

"Carve Out" shall have the same meaning as set forth in the DIP Order.

"Clearance Days" means three (3) Business Days.

"Collection Account" has the meaning ascribed thereto in Section 2.5.

"Default Rate" has the meaning ascribed thereto in Section 2.3.

"Collateral" means, subject to the Carve-Out as set forth in the DIP Order, (1) a first position Lien and security interest in all pre-petition and post-petition cash collateral (as defined in Bankruptcy Code § 363(a)) assets of Borrower to the same extent that Lender has a such priority as of the bankruptcy Petition Date, (2) a first position lien on all unencumbered assets of Borrower, excluding Chapter 5 avoidance claims, and, for avoidance of doubt, on all assets of Borrower to which CFI or CCG has priority as of the Petition Date, and (3) a junior security interest in all other previously encumbered collateral all of which may be collectively referred to as "Collateral" or the "DIP Collateral" in the DIP Order.

"DIP Facility" or "Facility" means the Revolving Loan and the other financial accommodations extended to Borrower by Lender pursuant to the Loan Documents.

"DIP Liens" shall have the same definition as set forth in the DIP Order.

"DIP Order" shall mean, collectively, the Interim Order and the Final Order. To the extent of any conflict between the terms of this Agreement and the DIP Order, the DIP Order shall control.

"Equipment" shall have the meaning set forth in the UCC

"Effective Date". This Agreement shall only be effective upon the last of the following to occur: (i) Borrower shall have complied in full with the notice and other requirements of the Bankruptcy Code in a manner acceptable to Lender and its counsel, and (ii) interim financing orders (in form and substance reasonably satisfactory to Lender and its counsel) shall have been entered by the Bankruptcy Court, which provisions shall include, inter alia, (a) authorizing the secured financing hereunder on the terms and conditions contemplated by this Agreement; (b) modifying the automatic stay to the extent necessary to permit the implementation of the terms contemplated by this Agreement; (c) authorizing and granting the security interests and liens described in the DIP Order; (d) granting a super-priority administrative expense claim to Lender with respect to all obligations to Lender and Commercial Credit Group Inc., subject to no priority claim or administrative expenses in the Chapter 11 Cases of Debtor or any other entity, or in any future proceeding which may develop out of any such cases, including liquidating in bankruptcy, other than the Carve-Out; (e) a "good faith finding under Section 364(e) of the Bankruptcy Code; (f) authorizing the use of cash collateral; and (g) such other terms and provisions as Lender and its counsel reasonably shall require.

"Eligible Account" means an Account of Borrower which meets the following eligibility criteria at the time it is created and at all times thereafter until Lender's receipt of payment in full for such Account: (a) the Account meets all applicable representations and warranties concerning the Collateral set forth in the Loan Documents; (b) performance of all services, and goods sold, giving rise to the Account (i) has been completed, (ii) is not subject to retainage, progress billing, consignment or conditional sale, (iii) has been delivered in compliance with applicable laws and in the ordinary course of Borrower's business, and (iv) Borrower has possession of or has submitted to Lender shipping or delivery receipts for all such goods sold; (c) there have been no modifications or other agreements relating to payment of the Account and there are no defenses, contra-accounts (defined as any Account owed by an Account Debtor to which a Borrower is or becomes indebted while any such Account is in whole or in part unpaid), credit, allowances or setoffs to payment of the Account which can be asserted against Borrower or Lender; (d) the Account Debtor is not

owed by any unit of government, whether foreign or domestic, and is located or authorized to do business within the United States or Canada (excluding the Provinces of Quebec Newfoundland the Northwest Territories and the Territory of Nunavut) and maintains an office and transacts business in the United States, and the Account is payable exclusively in U.S. Dollars; (e) no proceeding has been commenced or petition filed under any bankruptcy or insolvency law by or against the Account Debtor; no receiver, trustee or custodian has been appointed for any part of the property of the Account Debtor; and no property of the Account Debtor has been assigned for the benefit of creditors; (f) the Account is not owing by an Affiliate of Borrower, a natural person or an employee, officer, or director of Borrower; (g) Accounts to the extent that the Account Debtor's indebtedness to Borrower does not exceed a credit limit, if any, determined by Lender in Lender's sole discretion; (h) the Account is not evidenced by an instrument or chattel paper; (i) the Account or its Account Debtor is not otherwise deemed by Lender in its sole discretion to be unacceptable; (j) the Account is not paid by credit card; and (k) the Account satisfies all eligibility criteria described on any Borrowing Base Certificate as determined by Lender in Lender's sole discretion.

"Eligible Equipment" means Equipment described on Schedule 1 to this Agreement which: (a) meets all applicable representations and warranties concerning the Collateral set forth in the Loan Documents; (b) is not subject to any rental agreement or in control of any Person other than Borrower; and (c) is located at a Location of Borrower.

"Eligible Inventory" means all of Borrower's finished Goods or raw materials Inventory which: (a) is located at a Location and is not in-transit; (b) is subject to a perfected Lien and security interest in favor of Lender, owned by Borrower free and clear of any Lien except in favor of Lender, and not held on consignment; (c) is neither excess, unacceptable due to age, type, category or quantity, slow-moving, stale, obsolete, defective, not in good condition or of merchantable quality; outdated, nor constitutes scrap, waste or unsalable or defective goods, as determined in the sole discretion of Lender; (d) is not Inventory that Borrower has returned, has attempted to return, is in the process of returning or intends to return to the vendor of the Inventory; (e) is not delivered to Borrower on consignment and not sold or subject to a sale on a bill-and-hold basis; (f) is not stored with a bailee, landlord, warehouseman, processor or similar Person unless Lender has given its prior written consent thereto, in which event Borrower has caused each such bailee, landlord, warehouseman, processor, or similar Person to issue and deliver to Lender warehouse receipts and Lien waivers in Lender's name, and an acknowledgment, all in a form and substance satisfactory to Lender, that such Person holds such Inventory for Lender; (g) is not manufactured by Borrower pursuant to a license; (h) meets the eligibility criteria described on any Borrowing Base Certificate as determined by Lender in Lender's sole discretion.

"Environmental Law" means any federal, state, local or other governmental statute, regulation, law or ordinance relating to the protection of human health and the environment including, individually and collectively, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., the Federal Water Pollution Control Act, 33 U.S.C. Section 1251, et seq., the Clean Air Act, 42 U.S.C. Section 7401, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. Section 1471, et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601 through 2629, the Safe Drinking Water Act, 42 U.S.C. Sections 300f through 300j, the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. Section 163, et seq., the Atomic Energy Act, 42 U.S.C. Section 2011, et seq., and the Nuclear Waste Policy Act, 42 U.S.C. Section 10101, et seq., any and all similar federal, state, local or other governmental statute, regulation, law or ordinance; any variance or adjusted standard from any such state, local or federal law; any agreement, consent decree or order with or issued by any regulator or court under any such federal, state or local law; and common law concerning personal injuries, death or property damage related to any Release of or the presence of or exposure to any Hazardous Substances at, on, under or from the Locations.

"Event of Default" has the meaning ascribed thereto in Section 5.

"Equipment" means equipment as defined in the UCC.

"Final Order" shall mean an order of the Bankruptcy Court approving the terms and conditions of this Agreement on a final basis substantially in the form of and containing the provisions present in the Interim Order (including, without limitation, the granting of the Superpriority Claim and DIP Liens, the automatic perfection of the DIP Liens, and the payment of all fees referred to herein) and additional provisions (including, without limitation, prohibiting any claims against the Collateral pursuant to Sections 506(c), 510, 549, or 550 of the Bankruptcy Code, waiver of any "equities of the case" claims under Section 552(b) of the Bankruptcy Code, granting of a Superpriority Claim over claims that may exist or arise under Section 507(b) of the Bankruptcy Code, approving CFI's right to credit bid the Obligations and waiving any right of CFI to marshal with respect to the Collateral). The Final Order shall be in form and substance satisfactory to CFI in its sole and absolute discretion.

"Interim Order" shall mean the order entered by the Bankruptcy Court in the Chapter 11 Case on September , 2025 authorizing Borrower's entry into this Agreement for a period not to exceed thirty (30) days in an amount not to exceed the Budget amount for such period, and containing such other terms and conditions as Lender and its counsel shall reasonably require.

"Inventory" shall have the meaning set forth in the UCC.

"GAAP" means generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board that are applicable to the circumstances as of the date of determination.

"Guarantee" means each guarantee of any nature of any Obligations in favor of, and acceptable to, Lender.

“Guarantor” means any Person guaranteeing the payment and performance of any Obligations pursuant to a Guarantee and shall include, without limitation, any affiliate of a Borrower.

“Hazardous Substances” means pollutants, contaminants, hazardous substances, hazardous wastes, or petroleum, and all other chemicals, wastes, substances, and materials listed in, regulated by, subject to, or deemed hazardous or toxic under any Environmental Law.

“Indemnified Matters” has the meaning ascribed thereto in Section 7.11.

“Indemnified Person” has the meaning ascribed thereto in Section 7.11.

“Intellectual Property Rights” means all actual or prospective rights arising in connection with any intellectual property or other proprietary rights, including all rights arising in connection with copyrights, patents, service marks, trade dress, trade secrets, trademarks, trade names or mask works.

“Inventory” means inventory as defined in the UCC.

“IRC” means the Internal Revenue Code of 1986 and regulations issued from time to time thereunder.

“Lender” has the meaning set forth in the preamble to this Agreement.

“Lien” means any mortgage, deed of trust, pledge, hypothecation, assignment, charge or deposit arrangement, encumbrance, trust right under the United States Packers and Stockyards Act, the federal Perishable Agriculture Commodities Act or otherwise, lien (statutory or other) or preference, priority or other security interest or preferential arrangement of any kind or nature whatsoever (including those created by, arising under or evidenced by any conditional sale or other title retention agreement, the interest of a lessor under a capital lease, any financing lease having substantially the same economic effect as any of the foregoing, or the filing of any financing statement naming the owner of the property to which such lien relates as debtor, under the UCC or any comparable law), and any contingent or other agreement to provide any of the foregoing, but not including the interest of a lessor under a lease which is not a capital lease.

“Loan Documents” means the original Loan and Security Agreement dated December 13, 2021, the Amended and Restated Loan and Security Agreement dated September 28, 2023 as further modified by Amendments dated April 25, 2024 and December 2, 2024, and the December 2, 2024 Addendum, this Agreement, each Guarantee, each Subordination Agreement, each treasury and cash management agreement between Lender and Borrower, and the Security Documents, together with every other agreement, note, document, contract or instrument to which any Person now or in the future may be a party which is executed or delivered in connection with, or as a condition to, the execution of this Agreement. It is expressly agreed by all parties that this Agreement amends and restates the Amended and Restated Loan and Security Agreement and is not a novation thereof.

“Location” means any location for which Borrower conducts operations, has delivered to Lender all Loan Documents, including landlord waivers or bailee, warehousemen, consignee or other third party agreements, and other documents deemed necessary by Lender to obtain a valid and first priority Lien on all of the Collateral situated at such location and to enable Lender to access, and to exercise its rights with respect to, such Collateral without any interference from any other Person.

“Material Adverse Effect” means: (a) a material adverse change in, or a material adverse effect upon the operations, results of operations, prospects, business, assets, property, liabilities (actual or contingent) or financial condition of Borrower or any Guarantor; (b) a material impairment of the rights and remedies of Lender under the Loan Documents; (c) a material impairment of the ability of Borrower or any Guarantor to perform any of their respective obligations under the Loan Documents; or (d) a material adverse effect on the ability of Lender to enforce the Obligations or to realize the intended benefits of the Loan Documents, including a material adverse effect on the validity or enforceability of any Loan Document or of any rights against Borrower or any Guarantor, or on the existence, perfection, priority (subject to Permitted Liens) or enforceability of any Lien securing payment or performance of the Obligations;

“Maturity Date” means the earliest of: (a) 36 months after the bankruptcy Petition Date; (b) the effective date of a confirmed chapter 11 plan in the Bankruptcy Case; (c) the consummation of the sale of all or substantially all of the Borrower’s assets; (d) upon entry of an order converting any Borrower’s bankruptcy case to chapter 7; or (e) upon entry of an order appointing a chapter 11 trustee.

“Maximum Available Credit” means the Maximum Revolving Credit Amount.

“Maximum Revolving Credit Amount” means Twenty-Six Million (\$26,000,000.00) dollars (not including certain fees and expenses payable to Lender hereunder).

“Obligations” means, in its most comprehensive sense, all of Borrower’s liabilities, obligations, and indebtedness to Lender of any and every kind and nature (including the Prepetition Obligations and all those set forth in the DIP Order), whether heretofore, now or hereafter owing, arising, due or payable and however evidenced, created, incurred, acquired, or owing, whether individually or collectively, direct or indirect, joint or several, absolute or contingent, related or unrelated, primary or secondary, fixed or otherwise (including obligations of performance), including all principal, interest, fees and indemnities, and whether arising or existing under written agreement, oral agreement or operation of law and all expenses and reasonable attorneys’ fees of Borrower to Lender or any affiliate of Lender including Commercial Credit Group Inc.

“Organizational Documents” means, as applicable, articles or certificate of incorporation and by-laws, partnership agreement and articles or certificate of limited partnership or articles or certificate of limited liability partnership, articles of organization or certificate of formation and operating agreement, limited liability company agreement or regulations, if any; or alternatively, in each case, the legal equivalent thereof in the jurisdiction of its organization.

“Overadvance” means the amount, if any, by which the unpaid principal amount of Revolving Advances plus all fees outstanding is in excess of the Maximum Revolving Credit Amount including, without limitation, any amount advanced by CFI in accordance with Section 2.2..5 hereof.

“Patriot Act” means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA Patriot Act of 2001).

“Payment Conversion Fee” means liquidated damages: (i) if Borrower fails to tender to Lender any payment received by Borrower on an Account within three (3) Business Days, as required in this Agreement, but nevertheless Borrower voluntarily tenders the payment to Lender thereafter, or if Borrower deposits or negotiates the received payment, the greater of Fifteen percent (15%) of the face amount of such Account or One Hundred dollars (\$100.00); or (ii) if Borrower fails to tender to Lender any payment received by Borrower on an Account within three (3) Business Days, as required in this Agreement, and Lender discovers on its own that Borrower received the payment and has failed to voluntarily tender such payment to Lender, the greater of Forty percent (40%) of the face amount of such Account or Three Hundred Fifty dollars (\$350.00).

“Permitted Lien” shall have the meaning ascribed thereto in Section 4.9.

“Person” means any individual, corporation, limited liability company, partnership, trust or any other legal entity or organization.

“Prime Rate” means the published per annum rate of interest that appears in the “Money Rates” section of the Wall Street Journal as the “prime rate” or if such rate ceases to be published, the prime rate as published in some other publication acceptable to Lender in its sole discretion. Any change in the Prime Rate shall be effective for purposes of this Agreement and each other Loan Document on the date of such change without notice to Borrower.

“Revolving Advance” means any Revolving Loan proceeds advanced to Borrower under the terms of this Agreement.

“Revolving Loan” means the revolving line of credit provided to Borrower by Lender pursuant to this Agreement, as more fully described in Section 2.1.

“Security Documents” means all security agreements, including this Agreement, deposit account control agreements, assignments, pledges, certificates of title and related lien documents, chattel mortgages, financing statements, deeds of trust, mortgages, and other documents which create or evidence any security interest, assignment, Lien or other encumbrance in favor of Lender to secure any or all of the Obligations.

“Superpriority Claim” shall have the same definition as set forth in the DIP Order.

“Subordination Agreement” shall mean any agreement entered into between Lender and any other creditor of Borrower whereby Lender is provided with certain rights with respect to the Collateral or the priority of payment of debt.

“Subsidiary” means any Person of which more than 10% of the outstanding ownership interests having general voting power under ordinary circumstances to elect a majority of the board of directors or the equivalent of such Person, irrespective of whether or not at the time ownership interests of any other class or classes shall have or might have voting power by reason of the happening of any contingency, is at the time directly or indirectly owned by Borrower, by Borrower and one or more other Subsidiaries, or by one or more other Subsidiaries.

“Termination Date” means the earliest of (a) the Maturity Date, (b) the date Borrower terminates the Revolving Loan, or (c) the date Lender terminates the Revolving Loan following an Event of Default.

“UCC” means the Uniform Commercial Code in effect in the state designated in this Agreement as the state whose laws shall govern this Agreement, or in any other state whose laws are held to govern this Agreement or any portion of this Agreement.

1.2 Other Terms.

All other capitalized terms used in this Agreement that are defined in the UCC have the meaning given such terms in the UCC unless otherwise defined in this Agreement.

2. Revolving Loan.

2.1 Revolving Loan.

2.1.1 Revolving Loan. Upon satisfaction of all conditions precedent set forth in this Agreement, and so long as no Event of Default has occurred and Lender does not in good faith believe that a Revolving Advance would result in an Event of Default, Lender agrees in its discretion, to make Revolving Advances to Borrower under the Revolving Loan, the aggregate outstanding amount of which shall not at any time cause an Overadvance. Within these limits, Borrower may periodically borrow, prepay in whole or in part, and reborrow under the facility, provided all conditions required by this Agreement and in the Lender’s discretion

are satisfied. Borrower may request Revolving Advances until the Termination Date. Notwithstanding anything contained herein, the agreement to make any advance is subject to the absolute discretion of the Lender.

2.2 Borrowing.

2.2..1 Borrower Requests for Revolving Advances. Lender shall advance to Borrower on a Monday of each week up to 110% of forecasted disbursements in its weekly Budget. No request for a Revolving Advance will be deemed received until Lender acknowledges receipt, and Borrower has delivered a Budget and a Borrowing Base Certificate covering the period for which the advance is requested and, if requested by Lender, confirms the request in writing. Except as permitted by this Section, Lender shall make no Revolving Advance if, after making it, the sum of the unpaid principal amount outstanding hereunder would exceed the Maximum Available Credit Amount. Borrower shall repay all Revolving Advances, even if the Person requesting the Revolving Advance on behalf of Borrower lacked authorization. All Revolving Advances shall be credited to Borrower's Deposit Account, unless otherwise required or authorized by the Bankruptcy Court.

2.2..2 [Intentionally omitted].

2.2..3 Protective Revolving Advances; Revolving Advances to Pay Obligations Due. Lender may initiate a Revolving Advance on the Revolving Loan in its sole discretion for any reason at any time and from time to time, without Borrower's compliance with any of the conditions of this Agreement and whether or not an Overadvance occurs as a result thereof, and (i) disburse the proceeds directly to any Person including Lender's Affiliates and to protect Lender's interest in Collateral or to perform any of Borrower's obligations hereunder or (ii) apply the proceeds to the amount of any Obligations then due and payable to Lender.

2.2..4 Borrowing Base Certificates. Borrower shall continue to provide Borrowing Base certificates to Lender in the form provided prior to the Chapter 11 Cases, on Thursday of each week, but also including a line-by-line item breakdown of all related company sales and contra relationship sales together with all expenses and setoffs attributable to such sales.

2.2..5 Overadvance to Refinance Certain Debts. Borrower will provide Lender copies of its agreement(s) with Deutsche Leasing and a statement from Deutsche Leasing indicating the amount necessary to satisfy the secured debt or exercise a purchase option for the 2023 Wolffkran Wolff 700B tower crane (the "Crane"), with a good-through date not earlier than 9/15/2025. Borrower agrees (i) that Lender may, in its sole discretion, pay Deutsche Leasing the sum necessary to satisfy such secured debt or exercise such purchase option on behalf of Borrower by overadvance, (ii) to cooperate in effectuating the same (including without limitation by agreeing to purchase said crane for Borrower), (iii) to make monthly adequate protection payments to Lender therefor in an amount equal to interest only accruing on such overadvance, and (iv) that Borrower's chapter 11 plan will provide for full payment of such claim over a term not longer than 60 months, amortized over 84 months, or a longer period (up to 120 months) equal to the shortest period allowed by another secured creditor, and a balloon payment. Borrower will provide information and inspection reports on the Crane. If Lender provides an overadvance in accordance with this section, the Crane Borrower agrees that the Crane shall not be subject to the Carve-Out. For avoidance of doubt, the Crane shall be included in Collateral regardless of Lender's provision or not of an overadvance therefor

2.3 Interest and Interest Related Matters.

2.3..1 Interest. Except as otherwise provided in this Agreement, the unpaid principal balance of each Revolving Advance hereunder shall accrue interest at a variable annual interest rate equal to the sum of the Prime Rate plus 2.5% provided that the interest rate shall not be less than 5.25% per annum at any time, calculated on the basis of a 360 day year for the actual number of days elapsed the ("Contract Rate"), to be adjusted whenever the Prime Rate changes. Commencing on the day an Event of Default occurs, through and including the date designated by Lender in writing as the date that the Event of Default has been waived or at any time following the Termination Date, in Lender's sole discretion and without waiving any of its other rights or remedies, the principal amount of all Obligations hereunder shall bear interest at a rate that is Ten percent (10%) above the Contract Rate (the "Default Rate"), both before and after judgment, starting on the date that such Event of Default occurs through the date designated by Lender in writing as the date that the Event of Default has been waived, or any shorter time period to which Lender may agree in writing. Payments received by Lender shall be applied to the Obligations, but the principal amount paid down shall continue to accrue interest in accordance with the calculation of Clearance Days, as calculated by Lender in its sole discretion. No interest rate shall be effective which would result in a rate greater than the highest rate permitted by law. Payments in the nature of interest and other charges made under any Loan Document or any other document, instrument or agreement described in or related to this Agreement that are later determined to be in excess of the limits imposed by applicable law will be deemed to be a payment of principal, and the Obligations shall be reduced by that amount so that such payments will not be deemed usurious. Interest shall be reflected on the applicable addendum related to such loan.

2.4 Interest Accrual; Principal and Interest Payments; Computation.

2.4..1 Payments and Interest Accrual. Accrued and unpaid interest on Revolving Advances shall be due and payable in arrears (i) on the last day of each month, (ii) on the Termination Date, and (iii) at any time after the occurrence of an Event of Default Interest shall be payable in arrears and shall accrue from the most recent date on which interest has been paid or, if no interest was due and payable, from the date of the Revolving Advance to the last day of the month. If the date on which any payment to be made hereunder falls on a day which is not a Business Day, payment shall be made on the next Business Day, and interest shall continue

to accrue during that time period. The principal amount of all Revolving Advances shall be paid from time to time as provided in this Agreement and shall be fully due and payable on the Termination Date.

2.4..2 Obligation to Pay. Borrower unconditionally promises and agrees to pay to the Lender at P.O. Box 208670, Dallas, TX 75320-8670, or at such other place as Lender may from time to time designate, all amounts due hereunder together with interest on the unpaid principal balance outstanding from time to time, at the Contract Rate, together with all fees and expenses. Lender may, daily, withdraw funds deposited in the Collection Account and subject to final collection, and pay down all amounts owed to Lender by Borrower under this Agreement, including borrowings on the Revolving Loan on the first Business Day following the Business Day of deposit to the Collection Account in good funds. In the event there are not sufficient funds available in the Collection Account to make a payment as scheduled, Borrower will immediately make such payment to Lender on demand. If an Overadvance occurs, Borrower shall immediately prepay the Revolving Advances in an amount sufficient to eliminate the excess, unless Lender consents to such Overadvance in writing prior to its occurrence, in which event the Overadvance shall be temporarily permitted on such terms and conditions as Lender in its sole discretion may deem appropriate, including the payment of additional fees or interest, or both. Lender may, in its sole discretion and from time to time, make Revolving Advances causing the unpaid principal amount owed hereunder to exceed the Maximum Available Credit. In such event, Borrower shall, upon demand by Lender, pay an amount sufficient to eliminate the excess. All principal, interest, fees and other amounts due under this Agreement shall be paid from time to time as provided in this Agreement and shall be fully due and payable on the Termination Date or upon acceleration. All proceeds of asset sales after payment of senior secured debt thereon shall be directed to Lender and applied to the DIP Facility balance, without prejudice to subsequent enforcement of the Carve-Out against such proceeds. All payments by Borrower or credits applied against the Obligations, including Revolving Advances, shall be made without setoff or counterclaim, and free and clear of, and without deduction for, any taxes, levies, imposts, duties, charges, fees, deductions, withholdings, restrictions or conditions of any nature now or hereafter imposed or levied by any governmental authority. If any such Obligation is imposed upon Borrower with respect to any amount payable by Borrower, it will pay to Lender on the date on which such amount becomes due and payable and in United States Dollars, such additional amount as shall be necessary to enable Lender to receive the same net amount which it would have received on such due date had no such obligation been imposed upon Borrower.

2.5 Collections.

2.5..1 The Collection Account. Upon identification and receipt by Lender, all Proceeds of Accounts and other Collateral shall be deposited each Business Day into a deposit account designated by and belonging to Lender (the "Collection Account"). Funds so deposited are the property of Lender. Funds may only be accessed or withdrawn from the Collection Account by Lender.

2.5..2 Lockbox. Borrower shall instruct and direct all Account Debtors, credit card processors or companies, and other obligors to make payments directly to a lockbox as Lender may establish or designate to Borrower (the "Lockbox") for deposit by Lender directly to the Collection Account, or to Lender by wire transfer, ACH, or other means as Lender may direct for deposit to the Collection Account. If Borrower receives a payment by check, such instrument shall be immediately delivered to Lender in the form received without negotiation and if Borrower otherwise receives a payment or Proceeds of Collateral directly, Borrower will immediately deposit such payment or Proceeds into the Collection Account. Until deposited, Borrower shall hold all Proceeds or payments of any kind in trust for Lender without commingling them with other funds or property. All deposits held in the Collection Account shall constitute Proceeds of Collateral and shall not constitute the payment of Obligations. During the term of this agreement and until all obligations hereunder are fully and indefeasibly satisfied, Lender is hereby authorized to receive and open all payments and items remitted to the Lockbox and Borrower authorizes Lender to accept, endorse and deposit on behalf of Borrower any checks tendered by an Account Debtor or any other Person "in full payment" of its obligation to Borrower.

2.5..3 Application of Payments. Lender will withdraw funds deposited in the Collection Account, subject to final collection, and pay down amounts owed to Lender by Borrower, including without limitation the outstanding amounts owed on the Revolving Loan and any Overadvances by applying such funds by the first Business Day following the Business Day of deposit to the Collection Account, or, if payments are received by Lender that are not first deposited to the Collection Account pursuant to any treasury and cash management service provided to Borrower by Lender, such payments shall be applied in the sole discretion of Lender and as provided in the applicable treasury and cash management agreement between Borrower and Lender.

2.6 Notification and Verification.

2.6..1 Lender's Notification and Verification Rights. Borrower acknowledges and agrees that Lender or its designee may at any time and at Lender's sole discretion during the term of this agreement and until all obligations hereunder are fully and indefeasibly satisfied: (i) notify, or require Borrower to notify or join Lender in notifying, any and all Account Debtors, credit card processors or companies or other Persons obligated to pay an Account, a General Intangible or other amount due that the Account, General Intangible, or other amount due has been assigned to Lender for security and must be paid directly to Lender at such address as may be designated by Lender, all in a form and format acceptable to Lender; (ii) contact, verify and collect, (or cause Borrower to contact, verify and collect on Lender's behalf), any Person and by any means deemed necessary or appropriate by Lender, to establish the validity and amount of any Account or any other matter relating to any Account (including amounts owed to Borrower) and require Borrower to send requests for verification of Accounts or send notices of assignment of Accounts to credit card processors or companies, Account Debtors and other obligors, and (iii) require Borrower to give notice, or to join Lender in giving notice, of Lender's security interest in the Accounts, General Intangibles and other Collateral or the existence of the Obligations to any credit card processor or company, Account Debtor or other Persons obligated to pay an Account, a General Intangible or other

amount due, and of the requirement that such amounts must be paid directly to Lender at such address as may be designated by Lender, all in a form and format acceptable to Lender. Borrower shall execute such forms as may be required by Lender to facilitate such notice and hereby authorizes Lender to sign on its behalf any such notice and to use Borrower's letterhead, logo or other identifier on such notice. At any time upon request, Borrower shall execute on its own letterhead or otherwise any form of notice which Lender may elect to use in its sole discretion. Borrower hereby authorizes Lender to sign on its behalf any such form of notice and to use Borrower's name, letterhead, logo or other marks as necessary to prepare such forms of notice. Borrower shall immediately notify Lender of any material dispute between Borrower and any Account Debtor or other Person concerning any Account, and of any bankruptcy filing, Lien, garnishment or other legal action concerning any Collateral and shall, if requested by Lender upon the occurrence and during the continuation of an Event of Default, immediately settle any such dispute, at Borrower's sole cost and expense; provided that Borrower shall not, without Lender's prior written consent, compromise or adjust any Account or grant any additional discounts, allowances or credits thereon other than in Borrower's ordinary course of business consistent with past practice. Lender shall also have the authority to compromise, settle or resolve any dispute with respect to any Account in its sole discretion without prior approval of Borrower.

2.6.2 Borrower Authorizations; Power of Attorney. Borrower hereby irrevocably authorizes Lender and any designee of Lender, in Borrower's or Lender's name, and hereby irrevocably appoints Lender and any designee of Lender, as Borrower's true and lawful attorney-in-fact (which appointment is coupled with an interest) with power (but not the duty) to, at Borrower's expense, exercise, at any time and from time to time, any of the following powers until all of the Obligations have been indefeasibly paid in full: (i) receive, take, endorse, assign, deliver, accept and deposit, in the name of Lender or Borrower, any and all cash, checks, notes, drafts, money orders, remittances and other instruments and documents relating to any Collateral or the Proceeds thereof; (ii) file financing statements describing Collateral to perfect Lender's security interest in the Collateral and to describe the Collateral as "all personal property" or "all assets" or describe specific items of Collateral including any commercial tort claims; (iii) pay any sums necessary to discharge any Lien which is senior to Lender's security interest in any Collateral; (iv) file in the name of Borrower or Lender or both (A) mechanic's lien or related notices or (B) claims under any payment bond, in connection with goods or services sold by Borrower in connection with the improvement of realty, (v) create, prepare, complete, execute, deliver, endorse or file on behalf of Borrower any instruments, documents, assignments, security agreements, financing statements, applications for insurance and any other agreements or any other record required to be obtained, executed, delivered or endorsed by Borrower in accordance with the terms of this Agreement, (vi) negotiate, settle, compromise any Account or dispute over Collateral and (vii) settle any insurance claim of any kind in Lender's discretion. Borrower ratifies and approves all acts of Lender and its designees as attorney.

2.7 Fees.

2.7.1 Annual Fees. Borrower shall pay to Lender an initial annual fee in the amount of 1.0% of the Maximum Revolving Credit Amount, which fee shall be fully earned when due. No portion of the initial annual fee shall be refundable in the event of any early termination of this Agreement or otherwise. So long as the Revolving Loan has not been terminated, Borrower shall pay to Lender an annual fee in the same amount on December 13, 2025 and on December 13 of each year thereafter, which annual fee shall be fully earned when due.

2.7.2 Administration Fee. Borrower shall pay to Lender a monthly administration fee in the amount equal to 0.23% percent of the average daily Facility balance which fee shall be payable monthly in arrears on the last day of each month and on the Termination Date.

2.7.3 Unused Line Fee. Borrower shall pay to Lender a monthly unused line fee in the amount of .15% per month of the unused portion of the Maximum Revolving Credit Amount, calculated on the daily unused portion of the Maximum Revolving Credit Amount. The unused line fee shall be payable monthly in arrears on the last day of each month and on the Termination Date.

2.7.4 Collateral Exam Fees. Borrower shall pay to Lender an amount equal to all out of pocket expenses related to any collateral exam Lender authorizes in its discretion, including any field exams. Said fee to be paid immediately upon any disbursement by Lender related to such exam.

2.7.5 Termination Fee. If Lender accelerates the Revolving Loan as a result of an Event of Default or if Borrower terminates the Revolving Loan on a date prior to the Maturity Date, then, in addition to any other fees paid or payable by Borrower under the Loan Documents, Borrower shall pay to Lender an early termination fee, as liquidated damages, in an amount equal to a percentage of the Maximum Revolving Credit Amount calculated as follows: .167% multiplied by the number of months, or fraction thereof remaining until the Maturity Date multiplied by the Maximum Revolving Credit Amount but in no event less than .5% of the Maximum Revolving Credit Amount. Borrower acknowledges that Lender's actual damages in the event of early termination will be difficult or impossible to quantify and that the formula herein represents a fair approximation of such damages.

2.7.6 Overadvance Fees. Borrower shall pay to Lender a daily Overadvance fee, in the amount of .0015 multiplied by the average daily balance of the Overadvance for each day that an Overadvance exists which was not agreed to by Lender in writing prior to its occurrence; provided that Lender's acceptance of the payment of such fees shall not constitute either consent to the Overadvance or waiver of the resulting Event of Default. Borrower shall pay additional Overadvance fees and interest in such amounts and on such terms as Lender in its sole discretion may consider appropriate for any Overadvance to which Lender has specifically consented in writing prior to its occurrence.

2.7.7 Waiver Fees and Charges. Upon the occurrence and during the continuation of an Event of Default, Lender may, in its sole discretion, elect to waive such Event of Default in exchange for payment of fees and charges in an amount agreed to by Lender and Borrower.

2.7.8 Payment of Fees. All fees and other amounts payable by Borrower hereunder shall be paid by Borrower pursuant to sections 2.4.2 and 2.5.3 or, at Lender's sole option, by (i) deducting said amounts from Borrower requested or Lender initiated Revolving Advances; (ii) adding such amounts to any outstanding Obligations; or (iii) Borrower's payment of said amounts in cash or other good funds acceptable to Lender, immediately upon demand therefor by Lender and upon the automatic acceleration of the Obligations.

2.7.9 Post Default. All fees listed in this section shall continue to accrue even after an Event of Default in addition to any additional fees and remedies available to Lender.

2.8 Security for Obligations.

2.8.1 Security Interest. Borrower hereby pledges, assigns and grants to Lender and any Affiliate of Lender including Commercial Credit Group Inc., a first priority Lien and security interest in the Collateral (subject to Permitted Liens), as security for the payment and performance of all Obligations. All financing statements filed before the date of this Agreement to perfect Lender's security interest in the Collateral were authorized by Borrower and are hereby re-authorized.

2.8.2 Proceeds of Collateral. Upon any sale, exchange or other disposition of any Collateral, Lender's security interest and Lien on such Collateral shall, without break in continuity and without further formality or act, continue in and attach to the gross Proceeds of such sale, exchange or disposition, including instruments for the payment of money, Accounts, contract rights, documents of title, shipping documents, chattel paper and all other cash and non-cash Proceeds of such sale, exchange or disposition, including returned, rejected or repossessed Collateral. As to any such sale, exchange or disposition, Lender shall have all the rights of an unpaid seller, including stoppage in transit, replevin and reclamation.

2.9 Conditions to Termination of Security Interest.

Lender shall, at Borrower's expense, release or terminate any filings or other agreements that perfect Lender's security interest in the Collateral, provided that there are no suits, actions, proceedings or claims pending or threatened against any Indemnified Person with respect to any Indemnified Matters, upon Lender's receipt of the following, each in form and content satisfactory to Lender: (a) cash payment in full and performance by Borrower of all Obligations; (b) evidence that the commitment of Lender to make Revolving Advances under the Facility or under any other facility with Borrower has been terminated; (c) a general release of all claims against Lender by Borrower, each Guarantor and any other Person party to any Loan Document relating to Lender's performance and obligations under the Loan Documents; and (d) an agreement by Borrower, each Guarantor, and any new Lender to or purchaser of Borrower to indemnify Lender for any payments received by Lender that are applied to the Obligations as a final payoff that may subsequently be returned or otherwise not paid for any reason; provided that Lender may waive any such requirement in writing in its sole discretion.

2.10 Borrower's Locations.

Borrower hereby grants to Lender the right, at any time upon the occurrence and during the continuation of an Event of Default and without notice to or consent by Borrower, to take non-exclusive possession of all locations where Borrower conducts its business or has any rights of possession, including without limitation the Locations until the earlier of payment in full and discharge of all Obligations and termination of the Facility. Lender may use each Location to store, process, manufacture, sell, use, and liquidate or otherwise dispose of items that are Collateral, and for any other incidental purposes deemed appropriate by Lender in good faith. Lender shall not be obligated to pay rent or other compensation for the possession or use of any Location, but if Lender elects to pay rent or other compensation to the owner of any Location in order to have access to such Location, then Borrower shall promptly reimburse Lender for all such amounts, as well as all taxes, fees, charges and other expenses at any time payable by Lender with respect to any such Location by reason of the execution, delivery, recordation, performance or enforcement of any terms of this Agreement or Lender, in its sole discretion, may add such amounts to the balance of the Revolving Loan.

2.11 License.

Without limiting the generality of any other Loan Document, Borrower hereby grants to Lender a non-exclusive, worldwide and royalty-free license to use or otherwise exploit all Intellectual Property Rights of Borrower for the purpose of, upon the occurrence and during the continuation of an Event of Default, (a) completing the manufacture of any work-in-process Inventory in accordance with the same quality standards previously adopted by Borrower for its own manufacturing and subject to Borrower's reasonable exercise of quality control and (b) selling, leasing or otherwise disposing of any or all Collateral.

2.12 Lender's Duty with Respect to Collateral.

Any duty of care imposed on Lender by law will be deemed fulfilled if it exercises reasonable care in physically keeping such Collateral, or in the case of Collateral in the custody or possession of a third Person, exercises reasonable care in the selection of such third Person, and Lender need not otherwise preserve, protect, insure or care for such Collateral. Lender has no obligation to clean up or otherwise prepare Collateral for sale. Borrower waives any right it may have to require Lender to pursue any third Person for any of the Obligations.

2.13 Conditions Precedent to any Revolving Advance.

The following shall be conditions precedent to any advance under this agreement: (a) Notwithstanding any other provisions contained in this Agreement, but in addition to the other terms of this Agreement, the making of any Revolving Advance is conditioned upon Lender's prior receipt of all certificates of insurance, binders and endorsements required under this Agreement have been delivered to Lender in a form acceptable to Lender in its sole discretion; (b) Lender's Lien is duly perfected and in a priority is acceptable to Lender in its sole discretion; (c) all other conditions precedent provided in or contemplated by any Loan Documents or any other agreement, instrument or document between Borrower and Lender or by Borrower in favor of Lender have been fully satisfied or waived in a writing signed by Lender; (d) as of the date of each Revolving Advance, the following shall be true and correct: (i) all representations and warranties made by Borrower and each Guarantor in the Loan Documents are true and correct, and (ii) no Event of Default has occurred and is continuing and no conditions exist and no event has occurred or could result from such requested Revolving Advance, which, with the passage of time or the giving of notice, or both, would result in or constitute an Event of Default; (e) no Material Adverse Effect has occurred and is continuing; and (f) a Borrowing Base Certificate duly prepared and executed by Borrower and delivered to Lender in form and substance acceptable to Lender in its sole discretion.

3. Borrower Representations and Warranties.

To induce Lender to enter into this Agreement, Borrower makes the following representations and warranties and any request for a Revolving Advance will be deemed a representation by Borrower that all such representations and warranties are true, correct and complete in all material respects as of the time of the request, unless they relate exclusively to an earlier date, in which case they shall be true and correct in all material respects as of such earlier date.

3.1 Organization and Qualification.

Borrower (a) is a duly organized entity, validly existing under the laws of the state of its organization; (b) is, and shall at all times during the term of the Facility be, in good standing in the state of its organization, and registered in each jurisdiction in which it conducts business where the conduct of its business requires foreign entity registration under applicable law; (c) is, and shall at all times during the term of the Facility remain, duly qualified to do business in each jurisdiction where the conduct of its business requires qualification; (d) has, and shall at all times during the term of the Facility retain, the full power and authority to own its property and assets, and to conduct the business in which it engages, and to execute and deliver, and to perform all of its obligations under the Loan Documents to which it is a party.

3.2 Name; Chief Executive Office; Collateral Location.

During its existence, Borrower has solely done and conducts business under the names and addresses set forth herein and all Collateral is located at Borrower's chief executive office and principal place of business or at one of the other Locations. Upon request, Borrower shall immediately provide Lender with a schedule of the location of all inventory and equipment not located at its principal place of business.

3.3 Accuracy of Financial Statements.

Borrower warrants that all information which has been, and will be, submitted by Borrower is true and correct as of the stated date and shall immediately notify CFI of any material change in any facts represented to Lender. There has not been any material adverse change in the business, financial condition, prospects of the borrower(s) and any guarantors after August 7, 2025.

3.4 [Intentionally omitted].

3.5 Full and Accurate Disclosure.

This Agreement, the financial statements referred to herein, any loan application submitted to Lender, and all other documents, statements and information furnished by or on behalf of Borrower to Lender in connection herewith (a) contain no untrue statement of a material fact; (b) omit no material fact necessary to make the statements contained therein or herein not misleading; (c) are correct and complete in all material respects.

3.6 Compliance with Laws.

3.6.1 Applicable Laws. Borrower has complied in all material respects with all applicable statutes, rules, regulations, ordinances, laws, orders, and restrictions of any domestic or foreign government, or any instrumentality or agency thereof having jurisdiction over the conduct of Borrower's business or the ownership of its properties.

3.6.2 Patriot Act. Borrower is not subject to any statute, rule, law, regulation, ordinance, order, restriction, or list of any government agency (including the OFAC list) that prohibits or limits Lender from making any Revolving Advance or extension of credit to Borrower, or from otherwise conducting business with Borrower.

3.6.3 Environmental Laws. Borrower (a) conducts its business at all times in compliance with applicable Environmental Law, (b) possesses all valid licenses, permits and other authorizations required under applicable Environmental Law for the lawful and efficient operation of its business, none of which are scheduled to expire, or subject to withdrawal, or subject to material limitation within the next twelve (12) months, and (c) has not been denied insurance on grounds related to potential environmental liability.

3.7 Operation of Business.

Borrower is in compliance with all provisions of all agreements, instruments, decrees and orders to which it is a party or by which it or its property is bound or affected, the breach or default of which could have a Material Adverse Effect. Each right to

payment and each instrument, document, chattel paper and other agreement constituting or evidencing Collateral is (or, in the case of all future Collateral, will be when arising or issued) the valid, genuine and legally enforceable obligation, subject to no defense, setoff or counterclaim of the Account Debtor, any credit card processor or company, or other obligor named in that instrument.

3.8 Payment of Taxes.

Borrower and its Affiliates have and will continue to timely file all tax returns (federal, state, and local) required to be filed, and have paid to the proper governmental authority all withholding taxes, payroll taxes, employee taxes, income taxes, and all other taxes, assessments, governmental charges and levies of every kind whatsoever (including all interest and penalties pertaining thereto), incurred, assessed or otherwise required to be paid by Borrower or its Affiliates in regards to Borrower's or such Affiliate's assets, business, employees and income.

3.9 First Lien in Collateral.

Lender's security interest in and Lien on the Collateral constitutes and shall at all times constitute a first priority Lien thereon (except to the extent of Permitted Liens). Borrower is the absolute owner of the Collateral with full right to pledge, sell, consign, transfer and create a security interest in the same, free and clear of any and all claims in favor of others (other than Permitted Liens) and no security agreement, financing statement, equivalent security or Lien instrument, continuation statement covering, or other public notice with respect to all or any part of the Collateral is on file or of record in any public office, except such as have been filed in favor of Lender, pursuant to this Agreement or any Security Document, or to secure Permitted Liens. Borrower has previously authorized the filing of financing statements sufficient when filed to perfect Lender's security interest in the Collateral and other Liens created by the Security Documents.

3.10 [Intentionally omitted].

4. Borrower's Covenants.

So long as the Obligations remain unpaid or unsatisfied, or the Facility has not been terminated, Borrower shall comply with each of the following covenants, unless Lender waives compliance in writing.

4.1 Use of Proceeds.

Borrower shall use the proceeds of each Revolving Advance to pay the expenses set forth in the budget attached hereto as Exhibit A (the "Initial Budget"), or in a future budget (each a "Budget"), with authority to deviate from the expense line items contained in the Budget by no more than 15% on an aggregate basis. Notwithstanding the foregoing, any particular line-item expense not actually paid (in whole or in part) in a particular Budget week may be carried forward to future Budget weeks to the extent not previously paid, provided that the actual expenses would not deviate from the Budget by more than 15% had the particular line-item expense been paid in the Budget week. The parties may agree to modify the Budget by written agreement and without further Order of the Court or a hearing. Except as permitted pursuant to the approved Budget, no proceeds of any Revolving Advance shall be conveyed or transferred to, or used for the direct or indirect benefit of, any non-Borrower Subsidiary or Affiliate of Borrower.

4.2 Compliance with Laws.

4.2.1 Applicable Laws. Borrower shall (i) conduct its business in a lawful manner and in material compliance with all applicable federal, state, and local laws, ordinances, rules, regulations, and orders; (ii) use and keep the Collateral, and require that others use and keep the Collateral, only for lawful purposes, without violation of any federal, state or local law, statute or ordinance; and (iii) not violate any valid Intellectual Property Rights of others.

4.2.2 Patriot Act. Borrower shall (i) not be or become subject at any time to any statute, rule, law, regulation, ordinance, order, restriction, or list of any government agency that prohibits or limits Lender from making any Revolving Advance or extension of credit to Borrower or from otherwise conducting business with Borrower, and (ii) not permit the proceeds of any Revolving Advance or any other financial accommodation extended by Lender to be used in any way that violates any foreign asset control regulations of OFAC or other applicable law.

4.3 Change in Nature of Business; Preservation of Existence; Place of Business; Name.

Borrower shall not engage in any business not authorized by and not in accordance with its Organizational Documents and other governing documents. Borrower will not engage in any line of business materially different from that presently engaged in by Borrower, and will not purchase, lease or otherwise acquire assets not related to its business. Borrower shall preserve and maintain its existence and all of its rights, privileges and franchises necessary or desirable in the normal conduct of its business and shall conduct its business in an orderly, efficient and regular manner. Borrower shall not change its name or jurisdiction of organization.

4.4 Amendment or Change to Organizational Documents.

Borrower shall not modify, amend, waive, or otherwise alter, or fail to enforce, its Organizational Documents or other governing documents.

4.5 Reporting.

Borrower shall provide Lender with (i) operating budgets for successive 13-week periods, each of which shall be subject in all respects to Lender's review and approval in its sole discretion, with the initial Budget attached hereto and approved by Lender prior to the bankruptcy Petition Date, (ii) weekly budget-to-actual variance reports, (iii) customary borrowing base reporting on a

weekly basis in the form provided to Lender prior to the Bankruptcy Case, but also including without limitation detailed accounts receivable aging reports, copies of all invoices, and a line-by-line item breakdown of all related company sales and contra relationship sales together with all expenses and setoffs attributable to such sales (iv) monthly reports indicating each unit of equipment owned or leased by Borrower, its fair market value, and the balance of debt senior to CFI and CCG secured thereby, and such financial statements and reports as Lender may in its sole discretion request from time to time. All financial statements and reports shall be prepared in accordance with GAAP. All unaudited financial statements and reports shall fully and fairly present Borrower's financial condition as of the date thereof and the results of Borrower's operations for the period or periods covered thereby. Each Budget, borrowing base report, and actual-to-budget variance report shall include a line-by-line item breakdown of all related company sales and contra relationship sales together with all expenses and setoffs attributable to such sales. All reports shall be in a form acceptable to Lender.

4.6 Insurance.

Borrower shall maintain in effect, at Borrower's sole expense, in form and substance satisfactory to Lender and from insurance companies acceptable to Lender in its reasonable discretion, general liability, umbrella and excess liability insurance policies and policies of insurance on its assets and operations, in such amount and covering such risks as are usually carried by companies engaged in the same or a substantially similar business similarly situated under such policies of insurance, including, as applicable, business interruption insurance (including force majeure coverage), hazard coverage on an "all risks" basis for all tangible Collateral, theft and physical damage coverage for Collateral consisting of motor vehicles. Such policies shall be maintained with such insurance companies, in such amounts and covering such risks as are at all times satisfactory to Lender. Lender shall be named additional insured with respect to all general liability and umbrella or excess liability insurance policies of Borrower. All policies covering any Collateral shall contain a Lender's loss payable endorsement in a form satisfactory to Lender, showing Lender as a Lender Loss Payee.

4.7 Books and Records; Inspection; Collateral Examination and Appraisals.

4.7.1 Books and Records; Inspection. Borrower shall keep complete and accurate books and records with respect to the Collateral and Borrower's business and financial condition and any other matters that Lender may request, in accordance with GAAP. Borrower shall at any reasonable time and from time to time permit Lender or any representative of Lender to audit, examine and make copies of any of Borrower's books and records, and visit and inspect the Collateral and other assets of Borrower, and to discuss the business, affairs, finances, insurance, Accounts and Collateral of Borrower with any of Borrower's members, officers, managers, directors, employees and other agents and with Borrower's independent accountants.

4.7.2 Authorization to Borrower's Agents to Make Disclosures to Lender. Borrower authorizes all accountants and other Persons acting as its agent to disclose and deliver to Lender's employees, accountants, attorneys and other Persons acting as its agent, at Borrower's expense, all financial information, books and records, work papers, management reports and other information in their possession regarding Borrower.

4.7.3 Collateral Exams and Inspections. Borrower shall permit Lender or its designee(s), from time to time in Lender's sole discretion and at Borrower's expense, to conduct an audit and field examination of the Collateral, Borrower's books and records, or any other property of Borrower.

4.7.4 Collateral Appraisals. Lender may obtain, from time to time, at Borrower's expense, an appraisal of all or any portion of the Collateral by an appraiser acceptable to Lender in its sole discretion.

4.8 Maintenance of Property.

Borrower shall maintain, keep and preserve all of its tangible and intangible assets, including the Collateral, necessary or useful in the proper conduct of its business in good repair and working order and condition, ordinary wear and tear excepted. Borrower shall take all commercially reasonable steps necessary to protect and maintain its Intellectual Property Rights. Borrower shall defend the Collateral against all Liens (except Permitted Liens), claims and demands of all third Persons claiming any interest in the Collateral.

4.9 Negative Pledge.

Borrower shall not create, incur, assume, or suffer to exist any Lien, upon or with respect to any of its assets, including the Collateral, now owned or hereafter acquired, as security for any indebtedness, except each of the following (each a "Permitted Lien" and collectively, "Permitted Liens"): (i) Lender's security interest in the Collateral and all other Liens created by the Security Documents; (ii) valid and perfected purchase money Liens relating to the acquisition of Equipment or Real Estate; and (iii) the lien of Celtic Bank Corporation on Champion Crane Holdings, LLC. Borrower shall pay when permitted or ordered by the Bankruptcy Court, each account payable due to any Person holding a Permitted Lien on any Collateral other than those accounts payable being contested in good faith by appropriate proceedings diligently prosecuted or as requested by Lender and as to which adequate reserves are being maintained by Borrower. Any default on such account shall at Lender's sole option be an Event of Default hereunder. Borrower shall not amend any financing statement filed by Lender as secured party except as permitted by law.

4.10 Indebtedness.

Borrower shall not incur, create, assume or permit to exist any indebtedness or liability on account of deposits or letters of credit issued on Borrower's behalf, or advances or any indebtedness for borrowed money of any kind, whether or not evidenced by

an instrument, except (a) the Obligations; (b) indebtedness of Borrower known to Lender as of the date hereof; and (c) indebtedness secured by Permitted Liens.

4.11 Guarantees.

Borrower shall not assume, guarantee, endorse or otherwise become directly or contingently liable for the obligations of any Person, except (a) the endorsement of negotiable instruments by Borrower for deposit or collection or similar transactions in the ordinary course of business consistent with past practice; and (b) guarantees, endorsements and other direct or contingent liabilities in connection with the obligations of other Persons in existence on the date of this Agreement.

4.12 Investments and Subsidiaries.

Borrower shall not create, capitalize or make investments in a Subsidiary or Affiliate or make or permit to exist any loans or advances to, or make any investment or acquire any interest whatsoever in, any Person or Affiliate, except with Lender's prior written consent in Lender's sole discretion.

4.13 Dividends and Distributions.

Borrower shall not declare or pay any dividends (other than dividends payable solely in stock or units of Borrower) on any class of its stock or units, or make any payment on account of the purchase, redemption or retirement of any shares of its stock or units, either directly or indirectly.

4.14 Mergers, Consolidations, and Purchase of Assets.

Borrower shall not wind up, liquidate, or dissolve itself, reorganize, merge with or into, or consolidate with or into, or acquire (in one transaction or series of transactions analogous in purpose or effect to a consolidation or merger) all or substantially all of the assets or the business of any Person.

4.15 Sale or Transfer of Assets; Suspension of Business Operations.

Borrower shall not convey, sell, lease, assign, transfer or otherwise dispose of (a) the equity interests of any Subsidiary; (b) all or a substantial part of its assets (whether now owned or hereafter acquired); or (c) any Collateral or any interest in Collateral (whether in one transaction or in a series of transactions) to any other Person, without the prior written consent of Lender. Borrower shall not liquidate, dissolve or suspend business operations. Borrower shall not license any other Person to use any of Borrower's Intellectual Property Rights, except that Borrower may grant licenses in the ordinary course of its business in connection with sales of Inventory or the provision of services to its customers.

4.16 Discounts and Credits.

After notice from Lender, Borrower shall not grant any discount, credit or allowance to any customer of Borrower outside the ordinary course of Borrower's business consistent with past practice or accept any return of goods sold outside the ordinary course of Borrower's business consistent with past practice.

4.17 Subordinated Debt.

Borrower will not: (a) make any payment (including any principal, premium, interest, fee or charge) with respect to any of subordinated debt except for court-ordered adequate protection payments, and in all other instances, to the extent, and in the manner, expressly permitted by Lender in writing; or (b) repurchase, redeem, defease, acquire or reacquire for value any of the Subordinated Debt.

5. Events of Default.

The occurrence of any of the following events shall constitute a default under this Agreement and under the other Loan Documents, and shall be termed an "Event of Default":

(a) Borrower fails to pay any Obligations when such Obligations are due or are declared due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise) or Borrower or any Guarantor fails to make any payment due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise) with respect to (i) any indebtedness and such failure continues after the applicable grace period, if any, specified in the agreement or instrument relating to such indebtedness related to a Permitted Lien; (ii) any other default under any agreement or instrument relating to any such indebtedness, or any other event, occurs and continues after the applicable grace period, if any, specified in such agreement or instrument if the effect of such default or event is to accelerate, or to permit the acceleration of, the maturity of such indebtedness; or (iii) any such indebtedness is declared to be due and payable or required to be prepaid (other than by a regularly scheduled required prepayment) prior to the stated maturity thereof; (b) on or after the Petition Date, Borrower fails in the timely performance of any Obligation, covenant, agreement, or liability created by any of the Loan Documents or fails, subject to any applicable grace period or cure rights, to make any payment to Lender or to any of Lender's affiliates under any order of the Bankruptcy Court when due and payable; (c) Any representation or warranty made by or on behalf of Borrower or any Guarantor in any of the Loan Documents is or has become materially false or materially misleading; (d) An event has occurred which could have a Material Adverse Effect; (e) An Overadvance arises in any manner or on terms not otherwise approved of in advance by Lender in writing; (f) Any ownership interest in Borrower is sold, transferred, or becomes subject to a Lien; (g) One or more judgments, orders or arbitration awards requiring payment where the order or arbitration award is not immediately stayed or appealed or any default of any unpaid judgment, order or arbitration award, the enforcement of which has not been stayed by a court of competent jurisdiction; (h) A notice of Lien (other than a Permitted Lien), levy execution or assessment is filed or recorded with respect to any portion of the Collateral by any governmental authority or any taxes or debts owing at any time or times hereafter to any governmental authority become a Lien

(other than a Permitted Lien) upon any portion of the Collateral; (i) Any loss, theft, substantial damage or destruction of any item or items of Collateral occurs which is not fully insured as required by this Agreement or any other Loan Document; (j) sales (as that term is used in the Budget) shortfalls of greater than 15% from the Budget, beginning in the fourth week of the Budget; (k) collection by Borrower of any accounts which are not within two (2) business days wholly redirected in good funds or original form of payment from the payor to Lender's lockbox; (l) Borrower's failure to list all related company and contra relationship sales in the Budget or any Borrowing Base Certificate; (m) if contra account sales exceed \$200,000 in any Budget period unless approved by Lender in writing in its sole discretion; (n) any judgment, writ, warrant of attachment or execution or similar process is issued or levied against any Collateral; (o) a Borrower's allegation in any pleading or other writing, or the finding or conclusion by the Bankruptcy Court, that any agreement, loan or security document of Lender and/or an Affiliate of Lender is not valid, binding or enforceable; (p) Entry of an Order dismissing any of the Chapter 11 Cases or converting any such case to one under chapter 7 of the Bankruptcy Code; (q) Appointment of a chapter 11 trustee or examiner with enlarged powers relating to the operation of the business of a Borrower (r) Any default under any cash collateral order or the DIP Order; (s) The filing (with respect to all plans of reorganization filed by the Borrower) or confirmation (with respect to all plans filed by any person or entity other than the Debtor) of a plan of reorganization which contains a treatment of the Obligations under this Agreement in a manner inconsistent with that provided for in the Agreement, or, which, at a minimum, does not provide (i) for payment of any Administrative Claim with respect to all obligations to Lender and Commercial Credit Group Inc. (subject to no priority claim or administrative expenses in the Chapter 11 Cases of Borrower or any other entity, or in any future proceeding which may develop out of any such cases, including liquidating in bankruptcy, other than the Carve-Out) by a date or time any later than the "effective date" of such plan unless otherwise agreed by Lender; (ii) for payment in full of the Obligations owed to Lender and to Commercial Credit Group Inc. over 60 months in equal payments amortized over 84 months (or amortized over such longer period for payment of other secured debts under the plan up to a maximum of 120 months), and a balloon payment, and (ii) provide for the continuation of the DIP Liens and any other security interests created in favor of CFI with the priorities provided for in this Agreement and in the DIP Order until such plan effective date; (t) The entry of an order authorizing the sale of all or substantially all of the assets of the Borrower which does not provide that the proceeds of sale, net of the costs approved by Lender, if any, of the Collateral are paid to Lender; (u) Entry of any order, without Lender's express written consent, reversing, amending, supplementing, staying or vacating the Interim Order or the Final Order; (v) The failure of the Debtor to obtain a Final Order, in form and substance satisfactory to Lender by October [____], 2025 unless otherwise agreed to by Lender; (w) Borrower or any Guarantor (i) involuntarily dissolves, is involuntarily dissolved, or is terminated, and has not been reinstated within five (5) days thereafter or (ii) voluntarily dissolves, dies or terminates or Borrower or any Guarantor is enjoined, restrained, or in any way prevented by the order of any court or any other governmental authority from conducting all or any material part of its business affairs; (x) Change of any member of Borrower's management or change of ownership of Borrower or Guarantor if not a natural Person of greater than 20%; (y) any breach, violation, default, event of default, "Default", or "Event of Default" occurs under any Loan Document, or any Person terminates, discontinues or revokes, or attempts to terminate, discontinue or revoke, any of its obligations under any Loan Document.

5.1 Immediate Default and Acceleration.

Following the occurrence of an Event of Default the DIP Facility shall immediately terminate and all Obligations shall immediately become due and payable without presentment, demand, protest or notice of any kind (all of which Borrower hereby waives). In the event of a default by Borrower under this Agreement Lender shall not be obligated to extend any additional advances or funds, or perform any other obligations described hereunder.

5.2 No Waiver of Event of Default.

No course of dealing or delay or failure to assert any Event of Default shall constitute a waiver of that Event of Default or of any prior or subsequent Event of Default.

6. Remedies.

6.1 Remedies upon Event of Default.

Upon the occurrence of an Event of Default, Lender may, in its sole discretion, exercise one or more of the following rights and remedies:

Upon the terms set forth in the DIP Order (including relief from the automatic stay as set forth therein), (a) Lender may terminate the Facility, this Agreement and any other Loan Document(s); (b) Lender may declare immediately due and payable and accelerate all or any portion of the Obligations, at which time such Obligations shall immediately become due and payable, without presentment, notice of dishonor, protest or further notice of any kind, all of which Borrower hereby waives; (c) Lender may, immediately and without prior notice or demand, set off against the Obligations, whether or not due, all money and other amounts owed by Lender in any capacity to Borrower, and Lender shall be deemed to have exercised such right of setoff and to have made a charge against any such money, amounts or deposit accounts immediately upon the occurrence of an Event of Default, even though such charge is entered on Lender's books subsequent thereto; (d) Lender may (i) notify any party including any Account Debtor of Borrower that Borrower's Accounts, chattel paper, or General Intangibles have been assigned to Lender or that Lender has a security interest therein, (ii) notify any party including any Account Debtor to make payment directly to Lender, and any payments received by Borrower on Accounts shall be held in trust by Borrower for Lender, or (iii) collect Borrower's Accounts, chattel paper, or General Intangibles directly and add the collection costs and expenses to the Obligations; (e) Lender may cease to make Revolving Advances, terminate any cash management services or suspend any further performance by Lender under any Loan Document(s); (f) Lender may exercise any and all rights and remedies created by or arising from any of the Loan Documents or

other agreements, instruments or documents between Lender and Borrower or by Borrower in favor of Lender, including exercising all rights with respect to the Collateral; (g) Lender may for any reason apply for the appointment of a receiver, ex parte without notice, of the Collateral (to which appointment Borrower hereby consents) without the necessity of posting a bond or other form of security (which Borrower hereby waives); (h) Lender may exercise and enforce any and all rights and remedies available upon default to a secured party under the UCC, including the right to take possession of Collateral (without posting a bond or other form of security, which Borrower hereby waives), and to proceed with or without judicial process (without a prior hearing or notice of hearing, which Borrower hereby waives); (i) Lender may take possession of all or part the Collateral, at any time, wherever it may be, and to enter any premises, with or without process of law, and search for, take possession of, remove, or keep and store the Collateral on said premises until sold, without liability for trespass nor charge for storage; sell the Collateral or any part thereof and all of the Borrower's equity of redemption therein at public or private sale, for cash or on credit, and on such terms as Lender may in its sole discretion elect, in such county and at such places as Lender may elect and without having the Collateral at the place of sale. In the event Lender sells all or part of the Collateral at public or private sale, then (i) Lender shall not be required to refurbish, repair or otherwise incur any expenses in preparing Collateral for sale but may sell its interest therein on an "AS-IS," "WHERE-IS" basis; (ii) Lender may bid or become the purchaser at any such sale and Borrower waives any and all rights of redemption from any such sale; (iii) Any public sale will be deemed commercially reasonable if notice thereof shall be mailed to Borrower at least 10 days before such sale and advertised in at least one publication of general circulation in the area of the sale at least twice prior to the date of sale and if upon terms of 25% cash down with the balance payable in good funds within 24 hours or other more favorable terms in the discretion of Lender; (iv) The proceeds of any public or private sale shall first be applied to the costs and expenses of Lender including but not limited to recovering, transporting, storing, refurbishing, and/or selling the items sold, attorneys' fees, court costs, bond and insurance premiums, advertising, postage and publishing costs, and sales commissions. and second to the payment, partly or entirely, of any of the Obligations as Lender may in its sole discretion elect, returning the excess, if any, to Borrower or such other party in interest as the required by law; Borrower shall remain liable to Lender for any deficiency plus interest thereon as provided above; (v) Any private sale shall be deemed commercially reasonable if notice thereof shall be mailed to Borrower at least 10 days before the sale date stated therein at the address indicated above, and credit given for the full price stated, less attorneys' fees costs and expenses. No action taken by Lender shall release Borrower from any of its Obligations to Lender. Borrower acknowledges and agrees that in any action or proceeding brought by Lender to obtain possession of any Collateral, Lender shall be entitled to issuance of a writ or order of possession (or similar legal process) without the necessity of posting a bond, security or other undertaking which is hereby waived by Borrower and if Borrower contests Lender's right to possession of any Collateral in any action or proceeding, Borrower shall post a bond (issued by a national insurer authorized to issue such bonds in the jurisdiction of such action or proceeding) in an amount equal to twice the amount in controversy in such action or proceeding or twice the amount of Borrower's unpaid Obligations to Lender, whichever is less. Lender may without prior notice to or demand upon Borrower and with or without the exercise of any of Lender's other rights or remedies, apply toward the payment of Borrower's Obligations (at any time owing to Lender) any checks, drafts, notes, balances, reserves, accounts and sums belonging to or owing to Borrower and coming into Lender's possession and for such purpose may endorse Borrower's name on any instrument or document payable to Borrower (whether for deposit, collection, discount or negotiation). Lender may exercise any and all other rights and remedies existing at law, in equity, or by statute.

6.2 Rights and Remedies Cumulative; Waiver of Demand.

The rights and remedies herein conferred are cumulative and not exclusive of any other rights or remedies, and shall be in addition to every other right, power, and remedy that Lender may have, whether specifically granted herein or hereafter existing at law, in equity, or by statute. Any and all such rights and remedies may be exercised from time to time and as often and in such order as Lender may deem expedient in its sole discretion. Demand, presentment, protest and notice of nonpayment are hereby waived by Borrower. The exercise or partial exercise of any remedy shall not be construed as a waiver of any other remedy nor constitute an election of remedies. Borrower also waives the benefit of all valuation, stay, appraisal, extension, redemption, exemption and similar laws.

6.3 Entry upon Locations.

Upon the occurrence of an Event of Default and until all obligations hereunder are indefeasibly satisfied in full, Lender shall have the right to enter upon any premises of Borrower, including all Locations and any other premises where the Collateral is located (or is believed to be located), without any obligation to pay rent to Borrower, or any other place or places where the Collateral is believed to be located and kept, and render the Collateral unusable or remove the Collateral therefrom to the premises of Lender or any agent of Lender, for such time as Lender may desire, in order effectively to collect or liquidate the Collateral, or Lender may require Borrower to assemble the Collateral and make it available to Lender at a place or places to be designated by Lender, and Lender shall have the right to obtain access to Borrower's data processing equipment, computer hardware and software relating to the Collateral and to use all of the foregoing and the information contained therein in any manner Lender deems appropriate.

6.4 Borrower Authorizations; Power of Attorney.

Borrower hereby irrevocably authorizes Lender and any designee of Lender, in Borrower's or Lender's name, and hereby irrevocably appoints Lender and any designee of Lender, as Borrower's true and lawful attorney-in-fact (which appointment is coupled with an interest) with power (but not the duty), at Borrower's expense, to exercise, at any time and from time to time following the occurrence of an Event of Default, any of the following powers until all of the Obligations have been indefeasibly paid in full: (a) to demand payment of Borrower's Accounts and to take or bring, in the name of Lender or Borrower, all steps, actions, suits or proceedings deemed by Lender necessary or desirable to effect collection of or other realization upon any Collateral;

(b) in Lender's name or in Borrower's name, to notify the U.S. Postal Service to change the address for delivery of Borrower's mail to any address designated by Lender, to intercept Borrower's mail, to access any lockbox or postal box into which Borrower's mail is deposited, and to receive, open and dispose of all mail addressed to Borrower, applying all Collateral as permitted under this Agreement and holding all other mail for Borrower's account or forwarding such mail to Borrower's last known address; (c) to extend the time of payment of, compromise or settle for cash, credit, return of merchandise, and upon any terms or conditions, any and all Accounts or other Collateral which includes a monetary obligation and discharge or release any Account Debtor or other Person (including filing of any public record releasing any Lien granted to Borrower by such Account Debtor or other Person), without affecting any of the Obligations; (d) to sell or assign any of Borrower's Accounts upon such terms, for such amount and at such time or times as Lender deems advisable; (e) to compromise, discharge and release any of Borrower's Accounts or to take control in any manner of any item of payment or Proceeds thereof; and (f) to prepare, file and sign Borrower's name on any proof of claim in bankruptcy or other similar document against an Account Debtor; and (g) to do all acts and things which are necessary, in Lender's sole discretion, to fulfill Borrower's obligations under this Agreement. Borrower ratifies and approves all acts of Lender and its designees as attorney.

6.5 Standards for Exercising Rights and Remedies.

To the extent that any applicable law imposes duties on Lender to exercise remedies in a commercially reasonable manner, Borrower acknowledges and agrees that it is not commercially unreasonable for Lender (a) to fail to incur expenses reasonably deemed significant by Lender to prepare Collateral for disposition or otherwise to fail to complete raw material or work in process into finished goods or other finished products for disposition; (b) to fail to obtain third party consents for access to Collateral to be disposed of, or to obtain or, if not required by applicable law, to fail to obtain governmental or third party consents for the collection or disposition of Collateral to be collected or disposed of; (c) to fail to exercise collection remedies against Account Debtors or other Persons obligated on Collateral or to fail to remove Liens or other encumbrances on, or any adverse claims against, Collateral; (d) to contact other Persons, whether or not in the same business as Borrower, for expressions of interest in acquiring all or any portion of the Collateral; (e) to dispose of Collateral by utilizing internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capability of doing so, or that match buyers and sellers of assets; (f) to dispose of Collateral without giving warranties, including warranties as to condition, fitness, merchantability or title.

6.6. Release.

BORROWER HEREBY RELEASES AND WAIVES ANY AND ALL CLAIMS (INCLUDING CONTRACT, TORT AND EQUITABLE CLAIMS) WHICH MAY BE ASSERTED AGAINST LENDER, PRESENTLY EXISTING OR ARISING IN THE FUTURE, KNOWN OR UNKNOWN, IN ANY WAY ARISING FROM OR RELATED TO THE LOAN DOCUMENTS OR THE FACILITY, EXCLUDING ONLY BREACH OF CONTRACT BY LENDER UNDER CIRCUMSTANCES THAT SUCH BREACH AMOUNTS TO GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

RELEASORS, AND EACH OF THEM, EXPRESSLY WAIVE ANY AND ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, WHICH PROVIDES AS FOLLOWS:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR THE RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

RELEASORS, AND EACH OF THEM, EXPRESSLY WAIVE AND RELEASE ANY RIGHT OR BENEFIT WHICH THEY HAVE OR MAY HAVE UNDER SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, AND ANY SIMILAR STATUTE, CODE, LAW AND/OR REGULATION OF THE UNITED STATES, TO THE FULL EXTENT THAT THEY MAY WAIVE ALL SUCH RIGHTS AND BENEFITS PERTAINING TO THE MATTERS RELEASED HEREIN. IN CONNECTION WITH SUCH WAIVER AND RELINQUISHMENT, RELEASORS, AND EACH OF THEM, ACKNOWLEDGE THAT THEY ARE AWARE THAT THEY MAY HEREAFTER DISCOVER CLAIMS PRESENTLY UNKNOWN OR UNSUSPECTED, OR FACTS IN ADDITION TO OR DIFFERENT FROM THOSE WHICH THEY NOW KNOW OR BELIEVE TO BE TRUE. NEVERTHELESS, IT IS THE INTENTION OF RELEASORS, AND EACH OF THEM, THROUGH THIS AGREEMENT, TO FULLY, FINALLY AND FOREVER RELEASE ALL SUCH RELEASED MATTERS, AND ALL CLAIMS RELATIVE THERETO, WHICH NOW EXIST, MAY EXIST, OR HERETOFORE HAVE EXISTED. IN FURTHERANCE OF SUCH INTENTION, THE RELEASES HEREIN GIVEN SHALL BE AND REMAIN IN EFFECT AS A FULL AND COMPLETE RELEASE OF SUCH RELEASED MATTERS NOTWITHSTANDING THE DISCOVERY OR EXISTENCE OF ANY SUCH ADDITIONAL OR DIFFERENT CLAIMS OR FACTS RELATIVE THERETO

BORROWER HEREBY AGREES TO INDEMNIFY LENDER FOR ALL LIABILITIES AND DAMAGES (INCLUDING CONTRACT, TORT AND EQUITABLE CLAIMS AND AVOIDANCE CLAIMS) WHICH MAY BE AWARDED AGAINST LENDER, AND FOR ALL REASONABLE ATTORNEYS FEES, LEGAL EXPENSES AND OTHER EXPENSES INCURRED IN DEFENDING SUCH CLAIMS, ARISING FROM OR RELATING IN ANY MANNER TO THE LOAN DOCUMENTS OR THE FACILITY (INCLUDING ALL REASONABLE ATTORNEYS FEES, LEGAL EXPENSES

AND OTHER EXPENSES INCURRED IN DEFENDING ANY SUCH CLAIMS BROUGHT BY BORROWER OR ANY THIRD PARTY IF BORROWER OR SUCH THIRD PARTY DOES NOT PREVAIL IN SUCH ACTIONS), EXCLUDING ONLY BREACH OF CONTRACT BY LENDER UNDER CIRCUMSTANCES THAT SUCH BREACH AMOUNTS TO GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. LENDER SHALL HAVE SOLE AND COMPLETE CONTROL OF THE DEFENSE OF ANY SUCH CLAIMS AND IS HEREBY GIVEN AUTHORITY TO SETTLE OR OTHERWISE COMPROMISE ANY SUCH CLAIMS AS LENDER IN GOOD FAITH DETERMINES SHALL BE IN ITS BEST INTERESTS. THIS SECTION SURVIVES TERMINATION OF THIS AGREEMENT.

7. General Provisions.

7.1 Governing Agreement.

In the event of any conflict or inconsistency between this Agreement and the other Loan Documents, the terms, provisions and intent of this Agreement shall govern.

7.2 Borrower's Obligations and Lender's Cumulative Remedies; No Waiver.

Every Obligation, covenant, condition, provision, warranty, agreement, liability, and undertaking of Borrower contained in the Loan Documents shall be deemed cumulative and not in derogation or substitution of any of the other Obligations, covenants, conditions, provisions, warranties, agreements, liabilities, or undertakings of Borrower contained herein or therein. Lender's failure, at any time or times hereafter, to require strict performance by Borrower of any provision of this Agreement or any other Loan Document shall not waive, affect or diminish any right of Lender thereafter to demand strict compliance and performance therewith and no delay or omission in the exercise or pursuit by Lender of any right, power, or remedy shall impair any such right, power, or remedy or shall be construed to be a waiver thereof. Any suspension or waiver by Lender of any right, power or remedy under any Loan Document shall not suspend, waive or affect any other right, power or remedy under any other Loan Document, whether the same is prior or subsequent thereto and whether of the same or of a different kind or character.

7.3 Payment of Expenses and Attorneys' Fees.

Borrower shall pay to Lender all initial and ongoing costs and expenses of Lender relating to the Obligations, the Facility, the Loan Documents and the transactions contemplated by the Loan Documents, including all costs and expenses incurred in connection with the negotiation, administration, supervision, performance, collection and enforcement of the Obligations and the Loan Documents and the creation, perfection, protection, satisfaction and enforcement of Lender's security interest in the Collateral, including appraisal fees, audit fees, and field examination expenses, due diligence expenses, title insurance, recording fees, filing fees, wire transfer fees, postage, periodic Lien searches and title searches, accountants' fees, and reasonable attorneys' fees and other legal expenses. Upon an Event of Default, Borrower shall pay all costs and expenses, including costs of Collateral sale and reasonable attorneys' fees and legal expenses, incurred by Lender in enforcing, or exercising any rights and remedies available to Lender or defending any actions brought by Borrower or any Guarantor.

7.4 Right to Perform for Borrower.

If Borrower fails to perform or observe any of its obligations under this Agreement at any time, Lender may, in its sole discretion at any time and without any duty to do so, (a) elect to discharge taxes, any Liens or any other encumbrance upon the Collateral or any other asset of Borrower, to pay any filing, recording, or other charges payable by Borrower, or to perform or observe any other obligation of Borrower under the Loan Documents; (b) take any other actions which Lender may reasonably deem necessary to cure or correct such failure; and (c) Borrower shall pay Lender, upon demand and upon the automatic acceleration of the Obligations, the amount of all costs and expenses (including reasonable attorneys' fees and other legal expenses) incurred by Lender in performing such obligations, together with interest on these amounts at the Default Rate.

7.5 Assignability; Participations.

Borrower may not assign or transfer any of the Loan Documents or rights and obligations thereunder and any such purported assignment or transfer shall be void. Without in any way limiting Lender's rights and without Borrower's consent, Lender may sell participations in the Obligations or sell, assign or transfer its rights hereunder and under the other Loan Documents, in whole or in part, on such terms as Lender may determine and, if Lender sells, assigns or transfers all of its rights under the Loan Documents, Lender shall have no further liability under the terms of the Loan Documents. In connection with any such proposed participations or assignments, Lender may disclose information required to be kept confidential hereunder; provided such disclosure shall not be made unless the party to whom it is disclosed shall have agreed to keep such information confidential as set forth herein.

7.6 Governing Law.

The Loan Documents shall be governed by and construed in accordance with the laws of the State of North Carolina except to the extent that a section of Title 11, United States Code, applies.

7.7 Term; Effective Date.

This Agreement shall be effective as of the Effective Date, and will continue in full force and effect until the Termination Date. On the Termination Date, Borrower shall immediately pay all Obligations to Lender. Notwithstanding any termination, until all of the Obligations shall have been fully paid and satisfied, and all Loan Documents between Borrower and Lender or any Affiliate of Lender or by Borrower in favor of Lender or any Affiliate of Lender shall have been terminated or have expired, all of Lender's rights and remedies under this Agreement and the other Loan Documents shall survive and Lender shall be entitled to retain its Liens on and to all existing and future Collateral. Borrower may terminate the Facility at any time prior to the Maturity Date, if it

(a) provides Lender with at least sixty (60) days prior written notice of Borrower's intent to terminate the Facility early which notice shall include the proposed Termination Date, (b) pays to Lender the termination fee set forth in Section 2.7, and (c) pays the Obligations in full. This agreement shall automatically renew for additional successive one year terms unless and until terminated by Lender or Borrower as provided hereunder. Borrower may terminate this Agreement at the end of a Term by written notice to Lender delivered not more than ninety (90) days nor less than sixty (60) days prior to the Maturity Date of the then Term. Lender may terminate this Agreement at any time upon thirty (30) days written notice or immediately upon occurrence of an Event of Default.

7.8 Severability of Invalid Provisions.

Any provision of this Agreement or any other Loan Document which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction only, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or such other Loan Document, as the case may be, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

7.9 Interpretation.

The titles, captions and section headings in this Agreement and each of the other Loan Documents are inserted for convenience only and shall not be considered part of this Agreement or such other Loan Document nor used in the interpretation of this Agreement or such other Loan Document. All references in this Agreement or any other Loan Document to the singular shall be deemed to include the plural when the context so requires, and vice versa. This document has been negotiated by both parties who have the opportunity to be represented by legal counsel and as such the document should not be interpreted against either party.

7.10 Survival and Binding Effect of Representations, Warranties, and Covenants.

All agreements, representations, warranties, and covenants made herein by Borrower shall survive the execution and delivery of this Agreement and shall continue in effect so long as any Obligation is outstanding, unpaid, or unperformed, notwithstanding any termination of this Agreement or any other Loan Document. All agreements, representations, warranties, and covenants made herein by Borrower shall survive any bankruptcy or other insolvency proceedings involving Borrower. Whenever in this Agreement or any other Loan Document there is reference made to any of the parties hereto or thereto, such reference shall be deemed to include, wherever applicable, a reference to the successors and permitted assigns of Borrower and any of its Affiliates, and the participants, successors and assigns of Lender, and all agreements, representations, warranties, and covenants in this Agreement or any other Loan Document shall be binding upon and shall inure to the benefit of, and be enforceable by, said participants, successors and assigns. To the extent permitted by law, Borrower waives and will not assert against any assignee or participant any claims, defenses or set offs which Borrower could assert against Lender.

7.11 Indemnification and Limitation of Consequential Damages.

In addition to its obligation to pay Lender's costs and expenses under the terms of this Agreement, Borrower hereby agrees to indemnify, defend and hold harmless Lender and each of its Affiliates and successors and assigns, and all of their present and future owners, directors, managers, officers, employees, attorneys and agents (each an "Indemnified Person") for, from and against (collectively, the "Indemnified Matters"): any and all liabilities, losses, damages (including contract, tort, and equitable claims), penalties, judgments, suits, claims, costs and expenses of any kind or nature whatsoever (including the reasonable fees and disbursements of counsel) arising from, based on or in any way relating to any Loan Document or the transactions contemplated in the Loan Documents and any other investigative, administrative or judicial proceedings. If any investigative, judicial or administrative proceedings brought against any Indemnified Person, then, at Borrower's sole cost and expense, Lender shall have sole and complete control of the defense of any such claims and is hereby given authority to settle or otherwise compromise any such claims as Lender in good faith determines shall be in its best interests. All indemnification amounts owing by Borrower under or pursuant to this Agreement, including all expenses, out-of-pocket costs, reasonable attorneys' fees and other legal expenses, shall be due and payable upon demand. If this agreement to indemnify is held to be unenforceable because it violates any law or public policy, Borrower shall nevertheless make the maximum contribution to the payment and satisfaction of each of the Indemnified Matters to the extent permissible under applicable law. Borrower's obligations under this Section shall survive the termination of this Agreement and the discharge of Borrower's other obligations under this Agreement or any other Loan Document. In no event shall Lender or any of its affiliates, or any employees, representatives, agents or attorneys or any of them be liable to Borrower or to any Guarantor for any consequential, incidental, special, punitive, exemplary or other indirect losses or damages, arising out of, based on or in any way related to any Loan Document or the transactions contemplated by the Loan Documents, regardless of the legal basis for any such claim, and Borrower hereby releases Lender therefrom.

7.12 Revival Clause.

If the incurring of any debt by Borrower or the payment of any money or transfer of property to Lender by or on behalf of Borrower or any Guarantor should for any reason subsequently be determined to be "voidable" or "avoidable" in whole or in part within the meaning of any state or federal law (collectively, "voidable transfers"), including fraudulent conveyances or preferential transfers under the United States Bankruptcy Code or any other federal or state law, and Lender is required to repay or restore any such voidable transfers or the amount or any portion thereof, or upon the advice of Lender's legal counsel is advised to do so, then, as to any such amount or property repaid or restored, including all reasonable costs, expenses, and attorneys' fees of Lender related thereto, the liability of each of Borrower and each Guarantor shall automatically be revived, reinstated and restored and shall exist as though the voidable transfers had never been made. The obligations under this Section shall survive the termination of this Agreement and the other Loan Documents.

7.13 Jury Trial Waiver, Exclusive Jurisdiction.

EACH OF BORROWER AND LENDER HEREBY IRREVOCABLY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, SUIT, DISPUTE, CONTROVERSY, CLAIM OR COUNTERCLAIM, WHETHER IN CONTRACT OR IN TORT, AT LAW OR IN EQUITY, ARISING OUT OF, BASED ON OR IN ANY WAY RELATED TO ANY LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED BY THE LOAN DOCUMENTS. BORROWER ACKNOWLEDGES THAT, BY EXECUTION AND DELIVERY OF THIS AGREEMENT AND EACH OTHER LOAN DOCUMENT, BORROWER HAS TRANSACTED BUSINESS IN THE STATE OF NORTH CAROLINA AND, EXCEPT TO THE EXTENT THAT THE BANKRUPTCY COURT HAS EXCLUSIVE JURISDICTION OVER ANY SUCH ACTION, PROCEEDING, SUIT, DISPUTE, CONTROVERSY, CLAIM OR COUNTERCLAIM. BORROWER HEREBY VOLUNTARILY SUBMITS TO, CONSENTS TO, AND WAIVES ANY DEFENSE TO THE JURISDICTION OF COURTS LOCATED IN THE STATE OF NORTH CAROLINA AS TO ALL MATTERS ARISING OUT OF, BASED ON OR IN ANY WAY RELATED TO ANY LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED BY THE LOAN DOCUMENTS EXCEPT TO THE EXTENT THAT THE BANKRUPTCY COURT HAS EXCLUSIVE JURISDICTION. EXCEPT AS EXPRESSLY AGREED IN WRITING BY LENDER OR TO THE EXTENT THAT THE BANKRUPTCY COURT HAS EXCLUSIVE JURISDICTION, THE STATE AND FEDERAL COURTS LOCATED IN THE STATE OF NORTH CAROLINA SHALL HAVE JURISDICTION OF ANY AND ALL ACTIONS, PROCEEDINGS, SUITS, DISPUTES, CONTROVERSIES, CLAIMS AND COUNTERCLAIMS ARISING OUT OF, BASED ON OR IN ANY WAY RELATED TO ANY LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED BY THE LOAN DOCUMENTS. NO PROCEEDING, SUIT, DISPUTE, CONTROVERSY, CLAIM, COUNTERCLAIM, ALTERNATIVE DISPUTE RESOLUTION OR ANY OTHER ACTION ARISING OUT OF, BASED ON OR IN ANY WAY RELATED TO ANY LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED BY THE LOAN DOCUMENTS MAY BE COMMENCED OR PROSECUTED IN ANY OTHER FORUM, EXCEPT AS EXPRESSLY AGREED IN WRITING BY LENDER. BORROWER FURTHER AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION, PROCEEDING, SUIT, DISPUTE, CONTROVERSY, CLAIM OR COUNTER CLAIM SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

7.14 Notices.

All notices required to be given to any party other than to Lender under any of the Loan Documents shall be deemed given upon the first to occur of (a) transmittal by electronic means, including facsimile or email, to a receiver under the control of such party; (b) one (1) Business Day after deposit with a reputable overnight courier with all charges prepaid; or (c) actual receipt by such party or an employee or agent of such party. All notices given to Lender under any of the Loan Documents (including any request for an accounting under Section 9-210 of the UCC) shall be deemed given upon actual receipt by a responsible officer of Lender. For the purposes hereof, notices under any of the Loan Documents shall be sent to the following addresses as shown below or to such other addresses as each such party may in writing hereafter indicate:

7.15 Duplicate Originals; Execution.

This Agreement may be executed in several counterparts, without the requirement that each party sign each counterpart. Each of such counterparts shall be an original, but all counterparts together shall constitute one and the same agreement. Delivery of an executed copy of this Agreement by electronic means such as facsimile transmission (fax) or email shall constitute valid and binding delivery of the same as if an original had been delivered. Each document, which is the subject of this Agreement, that a party has transmitted electronically to the other shall be intended as and constitute an original and deemed to contain a valid signature of the party for all purposes acknowledging, consenting to, authorizing and approving the terms of this Agreement or any subject matter applicable thereto. Borrower hereby authorizes Lender to regard Borrower's printed name or electronic approval for any document, agreement, assignment schedule or invoice as the equivalent of a manual signature by one of the Borrower's authorized officers or agents. Lender may rely upon, and assume the authenticity of, any such approval and material applicable to such approval as the duly confirmed, authorized and approved signature of Borrower by the person approving same which constitute an authenticated record for purposes of the UCC and shall satisfy the requirements of any applicable statute of frauds.

8. Additional Provisions.

8.1 Time of Essence.

Time is of the essence of this Agreement.

8.2 Further Documents.

Borrower will from time to time execute, deliver, endorse and authorize the filing of any instruments, documents, conveyances, assignments, security agreements, financing statements, control agreements and other agreements that Lender may reasonably request or cause Lender's name to be noted as secured party on any certificate of title for titled Equipment in order to secure, protect, perfect or enforce Lender's security interest in any Collateral or Lender's rights under any Loan Document (but any failure to request or assure that Borrower executes, delivers, endorses or authorizes the filing of any such item shall not affect or impair the validity, sufficiency or enforceability of any Loan Document or Lender's security interest in Collateral, regardless of whether any such item was or was not executed, delivered or endorsed in a similar context or on a prior occasion).

8.3 Sharing of Information; Confidentiality.

Lender may share any information that it may have regarding Borrower and its Affiliates with its accountants, lawyers, field examiners and other advisors, credit reporting agencies, and with any regulatory agency having jurisdiction over Lender, with each of its Affiliates and with any Guarantor.

8.4 Integrated Agreement and Subsequent Amendment.

This Agreement, together with the other Loan Documents, comprises the complete and integrated agreement of the parties on the subject matter of this Agreement and supersedes all prior agreements, whether oral or evidenced in a writing. No amendment or modification of any Loan Document, or consent to or waiver of any Event of Default, or consent to or waiver of the application of any covenant or representation set forth in any of the Loan Documents, or any release of Lender's security interest in any Collateral, shall be effective unless it has been agreed to by Lender in a writing. BORROWER IS NOTIFIED THAT THE LOAN DOCUMENTS ARE A FINAL EXPRESSION OF THE AGREEMENT AMONG LENDER, BORROWER AND THE OTHER PARTIES THERETO AND THE LOAN DOCUMENTS MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY ALLEGED ORAL AGREEMENT.

IN WITNESS WHEREOF, the parties do hereby witnesseth the same as of the date first set forth above.

LENDER AND LENDER PRINCIPAL PLACE OF BUSINESS FOR NOTICES:

Commercial Funding Inc.

By: _____
Name: _____
Title: _____
170 S Main Suite 700, Salt Lake City, UT 84101
Attn: _____

BORROWER AND BORROWER PRINCIPAL PLACE OF BUSINESS FOR NOTICES:

Reliable Crane Service, LLC

By: _____
Name: Darrell Edward Shaw
Title: Managing Member
1210 N. Tustin Avenue
Anaheim, CA 92807
Attn: Darrell Edward Shaw

Reliable Construction Services LLC

By: _____
Name: Darrell Edward Shaw
Title: Managing Member
1210 N. Tustin Avenue
Anaheim, CA 92807
Attn: Darrell Edward Shaw

Reliable Crane Texas, LLC

By: _____
Name: Darrell Edward Shaw
Title: Managing Member
1210 N. Tustin Avenue
Anaheim, CA 92807
Attn: Darrell Edward Shaw

Champion Crane Holdings, LLC

By: _____
Name: Darrell Edward Shaw
Title: Managing Member
1210 N. Tustin Avenue
Anaheim, CA 92807
Attn: Darrell Edward Shaw

Champion Crane Rental, Inc.

By: _____
Name: Darrell Edward Shaw
Title: President
1210 N. Tustin Avenue
Anaheim, CA 92807
Attn: Darrell Edward Shaw

Reliable Phoenix, LLC

By: _____
Name: Darrell Edward Shaw
Title: Managing Member
1210 N. Tustin Avenue
Anaheim, CA 92807
Attn: Darrell Edward Shaw

Elite Equipment Leasing, LLC

By: _____

Name: Darrell Edward Shaw

Title: Managing Member

1210 N. Tustin Avenue

Anaheim, CA 92807

Attn: Darrell Edward Shaw

[TBD]/2025

Attn: Accounts Payable

Re: Reliable Crane Service, LLC

Dear Sir/Madam:

Reliable Crane Service, LLC, is glad to announce that we have entered into a financing relationship with Commercial Funding, Inc. (CFI). This arrangement will allow us to serve you better. As part of the financing relationship, we have granted CFI a security interest in our accounts receivable and all payments should be sent as follows:

Check should be sent directly to:

Reliable Crane Service, LLC

P.O. Box 208670

Dallas, TX 75320-8670

Any payments by wire or ACH should be sent directly to:

Bank: Wells Fargo Bank, NA

Beneficiary Name: Commercial Funding, Inc.

ABA Number: 121000248

Account Number: 4098157563

FBO: Reliable Crane Service, LLC

Please do not send any payments to our corporate offices as this will slow down our recognition of your payments. If you have any questions regarding this letter please reach out to us at our corporate office.

Very Truly Yours,

Reliable Crane Service, LLC

By: _____

Its: _____

NOA.ABL.0820F

170 S. Main Street
Suite 700
Salt Lake City, UT 84101

525 N. Tryon Street
Suite 1000
Charlotte, NC 28202

Office: (801) 575-6500
Web: commercialfund.com

Reliable Crane Service, LLC - Weekly Liquidity Model
September 5, 2025

Week of Forecast Week Ending		Post-Petition ->														13 Wk Total
		1	2	3	4	5	6	7	8	9	10	11	12	13		
		8/31/25	9/7/25	9/14/25	9/21/25	9/28/25	10/5/25	10/12/25	10/19/25	10/26/25	11/2/25	11/9/25	11/16/25	11/23/25	11/30/25	
		Act.	Fcst.	Fcst.	Fcst.	Fcst.	Fcst.	Fcst.	Fcst.	Fcst.	Fcst.	Fcst.	Fcst.	Fcst.	Fcst.	Fcst.
Sales	\$1,414	\$1,080	\$1,260	\$1,260	\$1,260	\$1,443	\$1,265	\$1,265	\$1,265	\$1,317	\$1,722	\$1,722	\$1,722	\$620	\$17,200	
Project Receipts	\$1,354	\$1,523	\$1,877	\$1,648	\$1,690	\$1,696	\$1,485	\$1,744	\$1,716	\$1,645	\$1,628	\$1,584	\$1,660	\$1,743	\$21,641	
Other Receipts	107	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Total Receipts	\$1,461	\$1,523	\$1,877	\$1,648	\$1,690	\$1,696	\$1,485	\$1,744	\$1,716	\$1,645	\$1,628	\$1,584	\$1,660	\$1,743	\$21,641	
Payroll & Benefits	(\$1,476)	(\$691)	(\$660)	(\$1,767)	(\$679)	(\$677)	(\$635)	(\$1,284)	(\$601)	(\$624)	(\$718)	(\$1,439)	(\$683)	(\$683)	(\$11,141)	
Rent	-	(50)	(15)	(10)	-	(143)	-	-	-	(231)	-	-	-	-	(448)	
AP & Other Operating Disbursements	(140)	(317)	(295)	(433)	(325)	(275)	(237)	(312)	(237)	(246)	(270)	(345)	(270)	(270)	(3,833)	
Repairs & Maintenance	-	-	(407)	(303)	(199)	(20)	(48)	(48)	(48)	(50)	(54)	(54)	(54)	(54)	(1,339)	
Credit Card	(87)	(165)	-	(159)	(85)	(75)	-	(160)	-	-	-	(160)	-	-	(804)	
Taxes	-	-	-	(22)	-	-	(1)	-	-	-	(71)	-	-	-	(94)	
Insurance	-	(469)	(111)	-	-	(580)	-	-	-	(581)	-	-	-	-	(1,741)	
Other	(0)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(62)	
Operating Disbursements	(\$1,704)	(\$1,697)	(\$1,493)	(\$2,699)	(\$1,293)	(\$1,775)	(\$925)	(\$1,808)	(\$890)	(\$1,737)	(\$1,118)	(\$2,003)	(\$1,012)	(\$1,012)	(\$19,462)	
Operating Cash Flow	(\$243)	(\$174)	\$384	(\$1,051)	\$398	(\$79)	\$560	(\$64)	\$827	(\$92)	\$510	(\$419)	\$648	\$731	\$2,179	
Debt Interest, Principal, and Fees	(\$599)	(\$83)	(\$39)	(\$61)	(\$3)	(\$239)	(\$94)	(\$51)	(\$9)	(\$203)	(\$148)	(\$39)	(\$60)	(\$251)	(\$1,280)	
Professional Fees	(68)	(90)	(223)	(298)	(306)	(276)	(206)	(206)	(186)	(459)	(154)	(129)	(126)	(114)	(2,772)	
Nonrecurring Items	-	-	-	(20)	-	-	-	-	-	-	-	-	-	-	(20)	
Non-Operating Disbursements	(\$667)	(\$173)	(\$262)	(\$379)	(\$310)	(\$515)	(\$300)	(\$257)	(\$195)	(\$662)	(\$301)	(\$167)	(\$186)	(\$364)	(\$4,072)	
Total Disbursements	(\$2,370)	(\$1,870)	(\$1,755)	(\$3,078)	(\$1,602)	(\$2,290)	(\$1,225)	(\$2,065)	(\$1,085)	(\$2,398)	(\$1,419)	(\$2,171)	(\$1,198)	(\$1,377)	(\$23,534)	
Net Cash Flow	(\$910)	(\$347)	\$122	(\$1,429)	\$88	(\$594)	\$260	(\$321)	\$631	(\$753)	\$209	(\$587)	\$462	\$367	(\$1,893)	
Opening Cash Balance	\$129	\$48	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	
Net Cash Flow	(910)	(347)	122	(1,429)	88	(594)	260	(321)	631	(753)	209	(587)	462	367		
Borrowing / (Repayment) Activity	828	399	(122)	1,429	(88)	594	(260)	321	(631)	753	(209)	587	(462)	(367)		
Closing Cash Balance (Book)	\$48	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	
Check Float	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Closing Cash Balance (Bank)	\$48	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	
RC Availability / Add'l Overadvance Required	(11,689)	(12,057)	(12,271)	(13,912)	(14,058)	(14,789)	(14,649)	(15,231)	(14,846)	(15,778)	(15,517)	(16,029)	(15,533)	(15,778)		
Total Liquidity	(\$11,641)	(\$11,957)	(\$12,171)	(\$13,812)	(\$13,958)	(\$14,689)	(\$14,549)	(\$15,131)	(\$14,746)	(\$15,678)	(\$15,417)	(\$15,929)	(\$15,433)	(\$15,678)		
Working Capital Roll Forward																
Accounts Receivable																
Beginning AR	\$-	\$20,850	\$20,107	\$19,489	\$19,101	\$18,671	\$18,418	\$18,198	\$17,718	\$17,266	\$16,937	\$17,032	\$17,170	\$17,232		
(+) Project Sales	-	1,080	1,260	1,260	1,260	1,443	1,265	1,265	1,265	1,317	1,722	1,722	1,722	620		
(-) Project Receipts	-	(1,823)	(1,877)	(1,648)	(1,690)	(1,696)	(1,485)	(1,744)	(1,716)	(1,645)	(1,628)	(1,584)	(1,660)	(1,743)		
Ending AR	\$-	\$20,107	\$19,489	\$19,101	\$18,671	\$18,418	\$18,198	\$17,718	\$17,266	\$16,937	\$17,032	\$17,170	\$17,232	\$16,109		
ABL / DIP Facility																
Net Eligible AR	\$10,907	\$10,938	\$10,602	\$10,391	\$10,157	\$10,019	\$9,900	\$9,638	\$9,393	\$9,214	\$9,265	\$9,340	\$9,374	\$8,763		
Total Gross Availability	\$10,907	\$10,938	\$10,602	\$10,391	\$10,157	\$10,019	\$9,900	\$9,638	\$9,393	\$9,214	\$9,265	\$9,340	\$9,374	\$8,763		
(-) Reserves	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Net Borrowing Limit Before Block	\$10,907	\$10,938	\$10,602	\$10,391	\$10,157	\$10,019	\$9,900	\$9,638	\$9,393	\$9,214	\$9,265	\$9,340	\$9,374	\$8,763		
Availability Block	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Maximum Borrowing Limit	\$10,907	\$10,938	\$10,602	\$10,391	\$10,157	\$10,019	\$9,900	\$9,638	\$9,393	\$9,214	\$9,265	\$9,340	\$9,374	\$8,763		
Beginning of Period Balance	\$19,325	\$20,154	\$22,995	\$22,873	\$24,303	\$24,214	\$24,809	\$24,549	\$24,870	\$24,238	\$24,992	\$24,782	\$25,369	\$24,908		
Borrowing / (Repayment) Activity	828	399	(122)	1,429	(88)	594	(260)	321	(631)	753	(209)	587	(462)	(367)		
Other	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
End of Period Balance	\$20,154	\$20,553	\$22,873	\$24,303	\$24,214	\$24,809	\$24,549	\$24,870	\$24,238	\$24,992	\$24,782	\$25,369	\$24,908	\$24,541		
Line of Credit Over Funding Loan Balance	\$2,442	\$2,442	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-		
Total Loan Balance	\$22,596	\$22,995	\$22,873	\$24,303	\$24,214	\$24,809	\$24,549	\$24,870	\$24,238	\$24,992	\$24,782	\$25,369	\$24,908	\$24,541		



CARVE-OUT ESCROW AGREEMENT

THIS CARVE-OUT ESCROW AGREEMENT (this “**Agreement**”), is made and entered into as of September 5, 2025, by and between the Debtors (defined below), on the one hand, and Epiq Corporate Restructuring LLC, a New York limited liability company as agent, on the other hand (the “**Escrow Agent**,” and together with the Debtors, the “**Parties**”).

WHEREAS, on September 7, 2025 Elite Equipment Leasing, LLC, a Montana limited liability company and six (6) of its affiliates (collectively, the “**Debtors**”) filed voluntary petitions under Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the District of Montana (the “**Court**”), such cases being jointly administered under the lead case *In re Elite Equipment Leasing, LLC*, No. 25-10145 (BPH) (the “**Chapter 11 Cases**”);

WHEREAS, on September [●], 2025, the Court entered the [Interim Financing Order] [Docket No. [●]], pursuant to which the Debtors are authorized to use Cash Collateral¹ in accordance with the terms and limitations as set forth in the Interim Financing Order. The Parties expect the Court to later enter a final financing Order granting similar relief on a final basis. The interim financing Order, together with any subsequent interim and final orders governing the use of Cash Collateral, are referred to collectively as the “**Financing Order**.”

WHEREAS, the Financing Order provides for the establishment of a [Carve-Out Account] for the purpose of collecting and disbursing Retained Professional fees (the “**Fees**”) to be deposited into the Carve-Out Account in an initial amount set forth in the Approved Budget (the “**Initial Fee Deposit**”) and thereafter on a weekly basis in the amounts set forth on the Approved Budget (the “**Weekly Fee Deposits**” and together with the Initial Fee Deposit, the “**Carve-Out Funds**”), and to be disbursed as they become payable to Retained Professionals in accordance with the provisions set forth in any Orders of the Court governing the employment and compensation of the Retained Professionals.

WHEREAS, the Escrow Agent has established a Carve-Out Account at Customers Bank on behalf of the Debtors in connection with the above-described requirements as set forth in the Financing Order.

NOW, THEREFORE, in consideration of the foregoing and the mutual and dependent covenants hereinafter set forth, the Parties agree as follows:

1. **Escrow Agent**. The Debtors hereby appoints the Escrow Agent as escrow agent for the purposes set forth herein, and the Escrow Agent hereby accepts such appointment under the terms and conditions set forth herein.

2. **Carve-Out Funds**. In accordance with the terms of the Financing Order, (a) within five (5) business days of entry of the initial interim Financing Order, the Debtors shall deposit, by wire transfer of immediately available funds, the Initial Fee Deposit with the Escrow Agent per

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Financing Order.



the wiring instructions contained in **Schedule 1** affixed hereto, and (b) thereafter on a weekly basis, the Debtors shall deposit in a similar manner the Weekly Fee Deposits for the next unfunded week set forth in the Approved Budget. The Escrow Agent hereby acknowledges receipt of the Carve-Out Funds and agrees to hold the Carve-Out Funds subject to the terms and conditions of this Agreement, and the Financing Order. The Escrow Agent shall not distribute or release the Carve-Out Funds except in accordance with the terms and conditions of this Agreement, the Financing Order, and any Orders of the Court governing the employment and compensation of the Retained Professionals, or as otherwise ordered by the Court.

3. **Use of Carve-Out Funds; Ownership of Funds.** The Carve-Out Funds held pursuant to this Agreement are intended to provide a source of funds for the payment of any Fees which may become payable during the course of the Chapter 11 Cases, and the Carve-Out Funds will be maintained in trust solely for the benefit of the Retained Professionals. Notwithstanding anything herein to the contrary, ownership of escrowed Carve-Out Funds shall only vest in one or more Retained Professionals under the terms set forth in the Financing Order. If there is a dispute about the Carve-Out Funds between any of the Parties to this Agreement, the Debtors or the Escrow Agent may submit the dispute to the Court for resolution.

4. **Release of Carve-Out Funds.** The Escrow Agent shall not release the Carve-Out Funds, in whole or in part, from the Escrow Account except pursuant to a signed written instruction (a “**Direction Letter**”) set forth in a PDF attached to an email from an authorized member of the Debtors’ counsel, Lesnick Prince Pappas and Alverson LLP (“**[Counsel]**”) or CRO and Financial Advisor, SierraConstellation Partners LLC (“SCP”), set forth on **Schedule 2** affixed hereto (each such member of Counsel an “**Authorized Signatory**”), authorizing release of the Carve-Out Funds or any portion thereof to one or more Retained Professionals in the amount(s) set forth therein to the account(s) specified therein pursuant to order from the Court.² Upon receipt of such written instruction, the Escrow Agent shall promptly, and in any event within two (2) business days of its receipt of such written instruction, release the applicable portion of the Carve-Out Funds by wire transfer to the account(s) designated in the Direction Letter. The Debtors shall, via a validly-authorized Direction Letter, inform the Escrow Agent in writing when the Debtors’ obligations pursuant to the Financing Order having been satisfied, the Escrow Agent may return any remaining portion of the Carve-Out Funds to the Debtors, at which time the Escrow Agent shall deliver to the Debtors the remaining Carve-Out Funds in the Escrow Account by wire transfer of immediately available funds to the account specified in the Direction Letter.

5. **Reliance on Direction Letters.** The Escrow Agent shall be entitled to conclusively rely upon any Direction Letter conforming to the requirements set forth in this Agreement and shall have no responsibility to independently review the underlying facts, circumstances, and/or occurrences, any supporting documentation thereto, and/or any final and non-appealable order from the Court to which such Direction Letter may refer, nor shall the Escrow Agent be required

² Any Direction Letter shall include as an exhibit thereto a copy of the order determining whether and to what extent Retained Professionals are entitled to receipt of allowed and payable Fees.

to interpret or draw legal conclusions with respect to a validly-authorized Direction Letter. Upon receipt by the Escrow Agent of a validly-authorized Direction Letter, the Escrow Agent shall release the applicable portion of the Carve-Out Funds as provided in Section 4 of this Agreement.

6. **Court Order.** Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be modified by order of the Court, and the Escrow Agent shall be bound by any such modifications.

7. **Charges.** There shall be no fee for the Services furnished by the Escrow Agent under this Agreement. If any future fee is negotiated in relation to an amendment, restatement, or other revision of this Agreement, payment of such payment will be due upon execution of such instrument and the Escrow Agent will add such charge to Epiq Corporate Restructuring LLC's regular monthly invoice for the month following execution.

8. **Termination and Succession.** This Agreement shall terminate when the entire amount of the Carve-Out Funds has been distributed in accordance with Section 4 of this Agreement, or the Escrow Agent may resign and be discharged from its duties or obligations hereunder by giving thirty (30) days' advance notice in writing of such resignation to the Debtors specifying a date when such resignation shall take effect. If the Debtors have failed to appoint a successor escrow agent prior to the expiration of thirty (30) days following receipt of the notice of resignation, the Carve-Out Funds shall revert back to the Debtors. The Escrow Agent shall have the right to withhold an amount equal to any amount due and owing to it, plus any costs and expenses the Escrow Agent shall reasonably believe may be incurred by it in connection with the termination of the Agreement, subject to the approval of the Court.

9. **Indemnity.** The Debtors agree to indemnify and hold harmless the Escrow Agent from all losses, damages, claims, liabilities, penalties, judgments, settlements, actions, suits, proceedings, litigations, investigations, costs or expenses (including without limitation, the fees and expenses of outside counsel and experts and their staffs and all expenses of document location, duplication, and shipment) (collectively "**Losses**"), including without limitation Losses arising from (a) the negotiation, preparation, execution, and performance of this Agreement and the terms of the Financing Order (or any subsequent order amending, restating superseding, or otherwise modifying the Financing Order) or (b) its following any validly-authorized Direction Letters, in any case except those Losses resulting from the Escrow Agent's gross negligence or willful misconduct. In no event shall the Escrow Agent be liable for special, incidental, punitive, indirect, or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action. This Section 9 shall survive termination of this Agreement or the resignation, replacement, or removal of the Escrow Agent for any reason.

10. **Notices.** All notices and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by email of a PDF document if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the

recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the addresses indicated below. Notwithstanding the above, in the case of communications delivered to the Escrow Agent whereby the Escrow Agent must act based on a specified number of days upon its receipt of such communication, if applicable, such communications shall be deemed to have been given on the date received by an officer of the Escrow Agent or any employee of the Escrow Agent who reports directly to any such officer at the above-referenced office.

If to the Debtors: Elite Equipment Leasing, LLC
 1210 N. Tustin Avenue
 Anaheim, CA 92807
 Attn: Darrell Shaw
 Email: darrell@reliablecraneservice.com

with copies to:

Lesnick Prince Pappas & Alverson LLP
315 West Ninth Street, Suite 705 Los
Angeles, CA 90015
Attn: Matt Lesnick
Email: matt@lesnickprince.com

If to the Escrow Agent: Epiq Corporate Restructuring, LLC
 Attn: Alex Warso
 Email: alexander.warso@epiqglobal.com
 ReliableCrane@epiqglobal.com

11. **Governing Law; Submission to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule. Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby shall be instituted in the Court, and each Party irrevocably submits to the exclusive jurisdiction of the Court in any such suit, action or proceeding. Service of process, summons, notice, or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in the Court. The Parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action, or any proceeding in the Court and irrevocably waive and agree not to plead or claim in the Court that any such suit, action, or proceeding brought in the Court has been brought in an inconvenient forum.

12. **Waiver of Jury Trial.** Each Party acknowledges and agrees that any controversy which may arise under this Agreement is likely to involve complicated and difficult issues, and, therefore, each such Party irrevocably and unconditionally waives any right it may have to a trial

by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

13. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

14. **Force Majeure.** Whenever performance hereunder is materially prevented or impacted by reason of any act of God, strike, lock-out, or other industrial or transportation disturbance, fire, lack of materials, law, regulation or ordinance, war or war condition, or by reason of any other matter beyond the performing Party's reasonable control, then such performance shall be excused and shall be deemed suspended during the continuation of such prevention and for a reasonable time thereafter.

15. **General.** This Agreement constitutes the entire agreement and understanding of the Parties in respect of the subject matter hereof and supersedes all prior understandings, agreements or representations by or among the Parties, written or oral, to the extent they relate in any way to the subject matter hereof. If any provision herein shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired thereby. This Agreement may be modified only by a written instrument duly executed by the Parties. All of the terms, agreements, covenants, representations, warranties, and conditions of this Agreement are binding upon, and inure to the benefit of and are enforceable by, the Parties and their respective successors and permitted assigns.

16. **Disbursement Documentation.** Prior to or concurrently with the execution of this Agreement, the Debtors shall furnish the Escrow Agent with a copy of the appropriate Debtor's W-9 and any additional documentation required by the Escrow Agent for purposes of establishing the Escrow Account. Notwithstanding anything to the contrary in Section 4 of this Agreement and for the avoidance of doubt, the Escrow Agent shall not be required to comply with an otherwise validly authorized Direction Letter directing disbursement of funds to any third party recipient's account for which the Escrow Agent has not been furnished with required tax documentation (if any) for the recipient; *provided* that no such tax documentation will be required to authorize the return of any portion of the Carve-Out Funds to the Debtors as provided for in this Agreement; *provided further* that such tax documentation, if otherwise required, may be affixed to such Direction Letter as an exhibit or transmitted concurrently therewith; *provided further* that the Escrow Agent shall, in advance of receipt of such Direction Letter, clarify upon request what documentation, if any, is required to effectuate the disbursements set forth in such Direction Letter. If any required tax documentation has not been furnished to the Escrow Agent in connection with a Direction Letter, the Escrow Agent shall make a request for documentation and shall comply with the directions set forth therein upon receipt of such missing documents with no further action required by the submitting Escrow Parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first written above.

Elite Equipment Leasing, LLC

By: _____

Name: Curt Kroll

Title: CRO

Epiq Corporate Restructuring, LLC

By: _____

Name: Brad Tuttle

Title: Senior Managing Director

Schedules to Escrow Agreement

Schedule 1

Escrow Account Funding Instructions

Per the requirements of Section 2 of the Escrow Agreement, the wiring instructions for the Escrow Account are as follows:

Bank: **Customers Bank**

Routing No. for Wire: **[Epiq to Provide]**

Acct. No.: **[Epiq to Provide]**

Schedule 2

Authorized Signatories

Name(s), telephone number(s), and authorized signature(s) for members of Lesnick Prince Pappas & Alverson LLP and SierraConstellation Partners LLC designated to issue Direction Letters transmitting instructions and authorizing disbursements to the Escrow Agent:

Debtors

Name	Telephone Number(s)	Signature ³
Matthew Lesnick	O: 310-396-0964	/s/ Matthew Lesnick
Curt Kroll	C: 573-353-5727	/s/ Curt Kroll
Jordan Meyers	C: 917-576-5006	<u>/s/ Jordan Meyers</u>
