

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549**

FORM 10-Q

(Mark One)

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended October 3, 2025

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

Commission File Number: 001-41867

Shimmick Corporation
(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or other jurisdiction of
incorporation or organization)
530 Technology Drive
Suite 300
Irvine, CA
(Address of principal executive offices)

84-3749368
(I.R.S. Employer
Identification No.)

92618
(Zip Code)

Registrant's telephone number, including area code: (833) 723-2021

Securities registered pursuant to Section 12(b) of the Act:

| Title of each class | Trading Symbol(s) | Name of each exchange on which registered |
|--|----------------------|---|
| Common Stock, par value \$0.01 per share | SHIM | NASDAQ |

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

| | | | |
|-------------------------|-------------------------------------|---------------------------|-------------------------------------|
| Large accelerated filer | <input type="checkbox"/> | Accelerated filer | <input type="checkbox"/> |
| Non-accelerated filer | <input checked="" type="checkbox"/> | Smaller reporting company | <input checked="" type="checkbox"/> |
| Emerging growth company | <input checked="" type="checkbox"/> | | |

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

As of November 11, 2025, the registrant had 35,815,479 shares of Common Stock, par value \$0.01 per share, outstanding.

FORWARD-LOOKING STATEMENTS

We make forward-looking statements in this Quarterly Report on Form 10-Q ("Form 10-Q") within the meaning of Section 27A of the Securities Act of 1933, as amended (the "Securities Act"), and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act") that are subject to risks and uncertainties. For these statements, we claim the protections of the safe harbor for forward-looking statements contained in such Sections. These forward-looking statements include information about possible or assumed future results of our business, financial condition, liquidity, results of operations, plans and objectives. When we use the words "believe," "expect," "anticipate," "estimate," "plan," "continue," "intend," "project," "will," "should," "may" or similar expressions, we intend to identify forward-looking statements. However, the absence of these words or similar expressions does not mean that a statement is not forward-looking. All statements that address operating performance, events or developments that we expect or anticipate will occur in the future are forward-looking statements.

Forward-looking statements are subject to significant risks and uncertainties. Investors are cautioned against placing undue reliance on such statements. Actual results may differ materially from those set forth in the forward-looking statements. Accordingly, any such statements are qualified in their entirety by reference to, and are accompanied by, important factors included in the sections entitled "Forward Looking Statements" and "Risk Factors" in our Annual Report on Form 10-K for the fiscal year ended January 3, 2025 ("Form 10-K") and those described from time to time in our future reports with the Securities and Exchange Commission (the "SEC") (in addition to any assumptions and other factors referred to specifically in connection with such forward-looking statements) that could have a significant impact on our operations and financial results, and could cause our actual results to differ materially from those contained or implied in forward-looking statements made by us or on our behalf in this Form 10-Q, in presentations, on our websites, in response to questions or otherwise. We believe these factors include, but are not limited to, the following:

- our ability to accurately estimate risks, requirements or costs when we bid on or negotiate a contract,
- the impact of our fixed-price contracts,
- qualifying as an eligible bidder for contracts
- the availability of qualified personnel, joint venture partners and subcontractors,
- inability to attract and retain qualified managers and skilled employees and the impact of loss of key management,
- higher costs to lease, acquire and maintain equipment necessary for our operations or a decline in the market value of owned equipment,
- subcontractors failing to satisfy their obligations to us or other parties or any inability to maintain subcontractor relationships,
- marketplace competition,
- our inability to obtain bonding
- our limited operating history as an independent company following our separation from our prior owner,
- our relationship and transactions with our prior owner,
- our prior owner defaulting on its contractual obligations to us or under agreements in which we are beneficiary,
- our limited number of customers,
- dependence on subcontractors and suppliers of materials,
- any inability to secure sufficient aggregates,
- an inability to complete a merger or acquisition or to integrate an acquired company's business,
- our ability to expand our capacity related to specialized, high-performance electrical and power distribution solutions,
- adjustments in our contact backlog,
- accounting for our revenue and costs involves significant estimates, as does our use of the input method of revenue recognition based on costs incurred relative to total expected costs,
- material impairments,
- any failure to comply with covenants under any current indebtedness, and future indebtedness we may incur,

- the adequacy of sources of liquidity,
- the outcome of any legal or regulatory proceedings to which we are, or may become a party to,
- cybersecurity attacks against, disruptions, failures or security breaches of, our information technology systems,
- seasonality of our business,
- pandemics and public health emergencies,
- commodity products price fluctuations, inflation
- liabilities under environmental laws, compliance with immigration laws, and other regulatory matters, including changes in regulations and laws,
- climate change,
- deterioration of the U.S. economy,
- changes in state and federal laws, regulations or policies under the current Presidential administration, including changes in trade policies and regulations, including increases or changes in duties, current and potentially new tariffs or quotas and other similar measures, as well as the potential impact of retaliatory tariffs and other actions, changes to tax legislation, including the passage of the One Big Beautiful Bill Act, and potential changes to the amounts provided for under the Infrastructure Investment and Jobs Act, as well as other legislation and executive orders related to governmental spending, and
- geopolitical risks, including those related to the war between Russia and Ukraine, the conflict in the Gaza strip, and the conflict in the Red Sea region.

Any forward-looking statement speaks only as of the date on which such statement is made, and we undertake no obligation to update any forward-looking statement to reflect events or circumstances, including, but not limited to, unanticipated events, after the date on which such statement is made, unless otherwise required by law. New factors emerge from time to time and it is not possible for management to predict all of such factors, nor can it assess the impact of each such factor on the business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained or implied in any forward-looking statement.

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PART I. FINANCIAL INFORMATION

Item 1. Financial Statements

Shimmick Corporation
Condensed Consolidated Balance Sheets
(In thousands, except share data)
(unaudited)

| | October 3, 2025 | January 3, 2025 |
|---|--------------------|--------------------|
| ASSETS | | |
| CURRENT ASSETS | | |
| Cash and cash equivalents | \$ 17,597 | \$ 33,730 |
| Restricted cash | 1,328 | 2,065 |
| Accounts receivable, net | 41,785 | 42,988 |
| Contract assets, current | 87,585 | 46,603 |
| Prepays and other current assets | 14,026 | 15,614 |
| TOTAL CURRENT ASSETS | 162,321 | 141,000 |
| Property, plant and equipment, net | 12,498 | 19,132 |
| Intangible assets, net | 4,735 | 6,667 |
| Contract assets, non-current | 6,965 | 23,517 |
| Lease right-of-use assets | 18,253 | 24,232 |
| Investment in unconsolidated joint ventures | 13,320 | 19,016 |
| Other assets | 397 | 300 |
| TOTAL ASSETS | \$ 218,489 | \$ 233,864 |
| LIABILITIES AND STOCKHOLDERS' DEFICIT | | |
| CURRENT LIABILITIES | | |
| Accounts payable | \$ 72,331 | \$ 46,475 |
| Contract liabilities, current | 47,358 | 102,524 |
| Accrued salaries, wages and benefits | 26,970 | 28,950 |
| Accrued expenses | 35,534 | 38,556 |
| Short-term debt, net | 3,446 | — |
| Other current liabilities | 9,022 | 13,759 |
| TOTAL CURRENT LIABILITIES | 194,661 | 230,264 |
| Long-term debt, net | 54,050 | 9,478 |
| Lease liabilities, non-current | 12,880 | 15,987 |
| Contract liabilities, non-current | 257 | 113 |
| Contingent consideration | 5,083 | 4,686 |
| Other liabilities | 4,214 | 8,010 |
| TOTAL LIABILITIES | 271,145 | 268,538 |
| Commitments and Contingencies (Note 11) | | |
| STOCKHOLDERS' DEFICIT | | |
| Common stock, \$0.01 par value, 100,000,000 shares authorized as of October 3, 2025 and January 3, 2025; 35,798,389 and 34,271,214 shares issued and outstanding as of October 3, 2025 and January 3, 2025, respectively | 358 | 343 |
| Additional paid-in-capital | 47,888 | 43,353 |
| Retained deficit | (100,902) | (78,211) |
| Non-controlling interests | — | (159) |
| TOTAL STOCKHOLDERS' DEFICIT | (52,656) | (34,674) |
| TOTAL LIABILITIES AND STOCKHOLDERS' DEFICIT | \$ 218,489 | \$ 233,864 |

See accompanying notes to the unaudited condensed consolidated financial statements.

Shimmick Corporation
Condensed Consolidated Statements of Operations
(In thousands, except per share data)
(unaudited)

| | Three Months Ended | | Nine Months Ended | |
|---|--------------------|--------------------------|--------------------|-----------------------|
| | October 3, 2025 | September 27, 2024 | October 3, 2025 | September 27, 2024 |
| Revenue | \$ 141,920 | \$ 166,035 | \$ 392,432 | \$ 376,684 |
| Cost of revenue | 131,131 | 153,846 | 368,818 | 411,485 |
| Gross margin | 10,789 | 12,189 | 23,614 | (34,801) |
| Selling, general and administrative expenses | 14,292 | 12,985 | 43,701 | 47,878 |
| ERP pre-implementation asset impairment and associated costs | — | 15,708 | — | 15,708 |
| Total operating expenses | 14,292 | 28,693 | 43,701 | 63,586 |
| Equity in earnings (loss) of unconsolidated joint ventures | 312 | 812 | 851 | (779) |
| Gain on sale of assets, net | 10 | 16,896 | 80 | 20,585 |
| (Loss) income from operations | (3,181) | 1,204 | (19,156) | (78,581) |
| Interest expense | 1,434 | 1,977 | 3,747 | 4,370 |
| Other (income) expense, net | (219) | 791 | (371) | 3,335 |
| Net loss before income tax | (4,396) | (1,564) | (22,532) | (86,286) |
| Income tax expense | — | — | — | — |
| Net loss | (4,396) | (1,564) | (22,532) | (86,286) |
| Net income attributable to non-controlling interests | — | — | 159 | — |
| Net loss attributable to Shimmick Corporation | \$ (4,396) | \$ (1,564) | \$ (22,691) | \$ (86,286) |
| Net loss attributable to Shimmick Corporation per common share | | | | |
| Basic | \$ (0.12) | \$ (0.05) | \$ (0.65) | \$ (2.96) |
| Diluted | \$ (0.12) | \$ (0.05) | \$ (0.65) | \$ (2.96) |

See accompanying notes to the unaudited condensed consolidated financial statements.

Shimmick Corporation
Condensed Consolidated Statements of Stockholders' Equity (Deficit)
(In thousands, except share data)
(unaudited)

| | Common Stock | | Additional Paid-in- Capital | Retained Deficit | Non- Controlling Interests | Total Stockholders' Deficit |
|-------------------------------|--------------|--------|-----------------------------------|---------------------|----------------------------------|-----------------------------------|
| | Shares | Amount | | | | |
| Balance as of July 4, 2025 | 35,248,424 | \$ 353 | \$ 46,691 | \$ (96,506) | \$ — | \$ (49,462) |
| Net loss | — | — | — | (4,396) | — | (4,396) |
| Issuance of common stock | 549,965 | 5 | (5) | — | — | — |
| Stock-based compensation | — | — | 1,202 | — | — | 1,202 |
| Balance as of October 3, 2025 | 35,798,389 | \$ 358 | \$ 47,888 | \$ (100,902) | \$ — | \$ (52,656) |

| | Common Stock | | Additional Paid-in- Capital | Retained Deficit | Non- Controlling Interests | Total Stockholders' Equity |
|--|--------------|--------|-----------------------------------|---------------------|----------------------------------|----------------------------------|
| | Shares | Amount | | | | |
| Balance as of June 28, 2024 | 33,709,919 | \$ 337 | \$ 39,205 | \$ (38,185) | \$ (921) | \$ 436 |
| Net loss | — | — | — | (1,564) | — | (1,564) |
| Issuance of common stock | 28,820 | 1 | 1 | — | — | 2 |
| Stock-based compensation | — | — | 1,337 | — | — | 1,337 |
| Contributions from non-controlling interests | — | — | — | — | 762 | 762 |
| Balance as of September 27, 2024 | 33,738,739 | \$ 338 | \$ 40,543 | \$ (39,749) | \$ (159) | \$ 973 |

| | Common Stock | | Additional Paid-in- Capital | Retained Deficit | Non- Controlling Interests | Total Stockholders' Deficit |
|-------------------------------|--------------|--------|-----------------------------------|---------------------|----------------------------------|-----------------------------------|
| | Shares | Amount | | | | |
| Balance as of January 3, 2025 | 34,271,214 | \$ 343 | \$ 43,353 | \$ (78,211) | \$ (159) | \$ (34,674) |
| Net (loss) income | — | — | — | (22,691) | 159 | (22,532) |
| Issuance of common stock | 1,527,175 | 15 | 15 | — | — | 30 |
| Stock-based compensation | — | — | 4,520 | — | — | 4,520 |
| Balance as of October 3, 2025 | 35,798,389 | \$ 358 | \$ 47,888 | \$ (100,902) | \$ — | \$ (52,656) |

| | Common Stock | | Additional Paid-in- Capital | Retained Earnings (Deficit) | Non- Controlling Interests | Total Stockholders' Equity |
|--|--------------|--------|-----------------------------------|-----------------------------------|----------------------------------|----------------------------------|
| | Shares | Amount | | | | |
| Balance as of December 29, 2023 | 25,493,877 | \$ 255 | \$ 24,445 | \$ 46,537 | \$ (747) | \$ 70,490 |
| Net loss | — | — | — | (86,286) | — | (86,286) |
| Issuance of common stock | 8,244,862 | 83 | 12,794 | — | — | 12,877 |
| Stock-based compensation | — | — | 3,304 | — | — | 3,304 |
| Contributions from non-controlling interests | — | — | — | — | 762 | 762 |
| Distributions to non-controlling interests | — | — | — | — | (174) | (174) |
| Balance as of September 27, 2024 | 33,738,739 | \$ 338 | \$ 40,543 | \$ (39,749) | \$ (159) | \$ 973 |

See accompanying notes to the unaudited condensed consolidated financial statements.

Shimmick Corporation
Condensed Consolidated Statements of Cash Flows
(In thousands)
(unaudited)

| | Nine Months Ended | |
|--|--------------------|-----------------------|
| | October 3, 2025 | September 27, 2024 |
| Cash Flows From Operating Activities | | |
| Net loss | \$ (22,532) | \$ (86,286) |
| Adjustments to reconcile net loss to net cash used in operating activities: | | |
| Stock-based compensation | 4,520 | 3,304 |
| Depreciation and amortization | 9,840 | 11,646 |
| Equity in (earnings) loss of unconsolidated joint ventures | (851) | 779 |
| Return on investment in unconsolidated joint ventures | 3,802 | 610 |
| ERP pre-implementation asset impairment | — | 10,428 |
| Gain on sale of assets, net | (80) | (20,585) |
| Other | 1,542 | 1,892 |
| Changes in operating assets and liabilities: | | |
| Accounts receivable, net | 1,203 | 663 |
| Contract assets | (24,430) | (2,418) |
| Accounts payable | 25,856 | (12,149) |
| Contract liabilities | (55,166) | (18,157) |
| Accrued salaries, wages and benefits | (1,979) | 2,489 |
| Accrued expenses | (3,022) | 34,165 |
| Other assets and liabilities | (4,435) | 7,436 |
| Net cash used in operating activities | <u>(65,732)</u> | <u>(66,183)</u> |
| Cash Flows From Investing Activities | | |
| Purchases of property, plant and equipment | (5,862) | (9,963) |
| Proceeds from sale of assets | 4,868 | 31,608 |
| Unconsolidated joint venture equity contributions | — | (3,460) |
| Return of investment in unconsolidated joint ventures | 2,935 | 204 |
| Net cash provided by investing activities | <u>1,941</u> | <u>18,389</u> |
| Cash Flows From Financing Activities | | |
| Borrowings on credit and loan agreements | 90,581 | 42,000 |
| Repayments on credit and loan agreements | (42,079) | — |
| Net repayments of Revolving Credit Facility | — | (29,619) |
| Other | (1,581) | (1,924) |
| Net cash provided by financing activities | <u>46,921</u> | <u>10,457</u> |
| Net decrease in cash, cash equivalents and restricted cash | (16,870) | (37,337) |
| Cash, cash equivalents and restricted cash, beginning of period | 35,795 | 63,910 |
| Cash, cash equivalents and restricted cash, end of period | <u>\$ 18,925</u> | <u>\$ 26,573</u> |
| Reconciliation of cash, cash equivalents and restricted cash to the Condensed Consolidated Balance Sheets | | |
| Cash and cash equivalents | \$ 17,597 | \$ 25,962 |
| Restricted cash | 1,328 | 611 |
| Total cash, cash equivalents and restricted cash | <u>\$ 18,925</u> | <u>\$ 26,573</u> |

See accompanying notes to the unaudited condensed consolidated financial statements.

Shimmick Corporation
Notes to Condensed Consolidated Financial Statements
(unaudited)

Note 1. Business and Organization

Shimmick Corporation ("Shimmick", the "Company") was founded in 1990 in California and operated as a regional infrastructure construction contractor throughout California for nearly 30 years. In 2017, AECOM acquired Shimmick and consolidated it with its existing construction services, which included former legacy construction operations from Morrison Knudsen, Washington Group International, and others. In January 2021, we consummated the AECOM Sale Transaction and began operating as an independent company under new private ownership (the "AECOM Sale Transaction"). In November 2023, we completed our initial public offering (the "IPO") and currently our stock is listed for trading on the Nasdaq Capital Market under the symbol "SHIM".

The accompanying condensed consolidated financial statements include the accounts of Shimmick Corporation and its subsidiaries ("Shimmick", "we", "our", "us", "its" or the "Company"), unless otherwise indicated.

Note 2. Basis of Presentation and Summary of Significant Accounting Policies

Basis of Presentation

The accompanying condensed consolidated financial statements have been prepared in conformity with accounting principles generally accepted in the United States ("GAAP"), and in conformity with the rules and regulations of the Securities and Exchange Commission. The information furnished reflects all adjustments, consisting of normal recurring adjustments, that are, in the opinion of management, necessary for a fair presentation of the results of operations, cash flows and financial position for the interim periods presented. A statement of comprehensive income is not presented as the Company's results of operations do not contain any items classified as comprehensive income. All intercompany accounts and transactions have been eliminated. Certain information and footnote disclosures normally included in financial statements prepared in accordance with GAAP have been condensed or omitted in accordance with such rules and regulations, although management believes the disclosures are adequate to prevent the information presented from being misleading. The accompanying condensed consolidated financial statements are unaudited and should be read in conjunction with the audited consolidated financial statements and notes in our Annual Report on Form 10-K for the fiscal year ended January 3, 2025 ("Form 10-K"). Because of the seasonal nature of some of the Company's operations, the results of operations for the three and nine months ended October 3, 2025 are not necessarily indicative of the results of operations to be expected for the full fiscal year.

Change in Presentation

Certain prior period balances in the condensed consolidated statements of operations and accompanying notes have been combined, reclassified or rounded to conform to current period presentation. These changes had no impact on net loss, cash flows, assets and liabilities or deficit previously reported.

Summary of Significant Accounting Policies

Our significant accounting policies are described in more detail in Note 2 - Basis of Presentation and Summary of Significant Accounting Policies of our Form 10-K.

Use of Estimates

The preparation of our condensed consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts included in the condensed consolidated financial statements and accompanying notes thereto. Actual results could differ from those estimates.

Recently Issued Accounting Pronouncements

Accounting pronouncements not listed below were assessed and determined to be not applicable or are expected to have minimal impact on the condensed consolidated financial statements.

In December 2023, the FASB issued ASU No. 2023-09, Income Taxes: Improvements to Income Tax Disclosures, which requires disaggregation of certain components included in the Company's effective tax rate and income taxes paid disclosures. The guidance is effective for annual periods beginning after December 15, 2024, with early adoption permitted. The Company is currently evaluating the effects that adoption of this guidance will have on the condensed consolidated financial statements and related disclosures.

In November 2024, the FASB issued ASU 2024-03, Income Statement—Reporting Comprehensive Income—Expense Disaggregation Disclosures (Subtopic 220-40): Disaggregation of Income Statement Expenses, which requires public companies to disclose additional information about certain expenses in the notes to financial statements, enhancing transparency and providing more detailed insights for investors and other stakeholders. This guidance is effective for annual periods beginning after December 15, 2026, and quarterly periods thereafter. The Company is currently evaluating the effects that adoption of this guidance will have on the condensed consolidated financial statements and related disclosures.

In July 2025, the FASB issued ASU 2025-05, Measurement of Credit Losses for Accounts Receivable and Contract Assets, to address complexities in applying current expected credit losses for current accounts receivable and contract assets. The amendments allow entities to make an accounting policy election to apply a practical expedient when estimating expected credit losses for certain assets, which allows entities to assume that economic conditions at the balance sheet date will remain unchanged for the remaining life of those assets. The amendments are effective in annual periods beginning after December 15, 2025, with early adoption permitted. The Company is currently evaluating the effects that adoption of this guidance will have on the condensed consolidated financial statements and related disclosures.

Note 3. Revenue, Receivables and Contract Assets and Liabilities

The following table presents the Company's revenue disaggregated by contract types:

| <i>(In thousands)</i> | Three Months Ended | | Nine Months Ended | |
|-----------------------------|----------------------------|---------------------|----------------------------|---------------------|
| | September | | September | |
| | October 3, 2025 | 27, 2024 | October 3, 2025 | 27, 2024 |
| Fixed-price | \$ 134,338 | \$ 153,802 | \$ 339,612 | \$ 349,182 |
| Cost reimbursable | 7,356 | 11,602 | 51,930 | 25,983 |
| Equipment and labor revenue | 226 | 631 | 890 | 1,519 |
| Total revenue | <u>\$ 141,920</u> | <u>\$ 166,035</u> | <u>\$ 392,432</u> | <u>\$ 376,684</u> |

Projects started after prior ownership ("Shimmick Projects") have focused on critical infrastructure aligned with our strategy, including water, climate resilience, energy transition and sustainable transportation. Projects that started under prior ownership or focus on foundation drilling are referred to as "Non-Core Projects" (formerly referred to as "Legacy and Foundations Projects").

The following table presents the Company's revenue disaggregated by Shimmick Projects and Non-Core Projects:

| <i>(In thousands)</i> | Three Months Ended | | Nine Months Ended | |
|-----------------------|----------------------------|---------------------|----------------------------|---------------------|
| | September | | September | |
| | October 3, 2025 | 27, 2024 | October 3, 2025 | 27, 2024 |
| Shimmick Projects | \$ 106,826 | \$ 101,475 | \$ 312,599 | \$ 275,457 |
| Non-Core Projects | 35,094 | 64,560 | 79,833 | 101,227 |
| Total revenue | <u>\$ 141,920</u> | <u>\$ 166,035</u> | <u>\$ 392,432</u> | <u>\$ 376,684</u> |

Remaining performance obligations

The Company had \$716 million of remaining performance obligations yet to be satisfied as of October 3, 2025. Our remaining performance obligations have a weighted average life of 2.5 years as of October 3, 2025.

Contract Balances

The following table provides information about contract assets (also referred to as costs and estimated earnings in excess of billings on uncompleted contracts and retainage receivable) and contract liabilities (also referred to as billings on uncompleted contracts in excess of costs and estimated earnings and forward loss reserve), which include assets and liabilities that are dependent upon future activity:

| <i>(In thousands)</i> | October 3, 2025 | January 3, 2025 | Change |
|---|--------------------|--------------------|-----------|
| Contract assets, current and non-current: | | | |
| Costs and estimated earnings in excess of billings on uncompleted contracts | \$ 87,585 | \$ 46,603 | \$ 40,982 |
| Retainage receivable | 6,965 | 23,517 | (16,552) |
| Total contract assets | 94,550 | 70,120 | 24,430 |
| Contract liabilities, current and non-current: | | | |
| Billings on uncompleted contracts in excess of costs and estimated earnings | (5,367) | (50,490) | 45,123 |
| Forward loss reserve | (42,248) | (52,147) | 9,899 |
| Total contract liabilities | (47,615) | (102,637) | 55,022 |
| Net | \$ 46,935 | \$ (32,517) | \$ 79,452 |

Contract terms with customers include the timing of billing and payment, which usually differs from the timing of revenue recognition. As a result, the Company carries contract assets and liabilities within the condensed consolidated balance sheets. These contract assets and liabilities are calculated on a contract-by-contract basis and reported on a net basis at the end of each period and are classified as current or non-current. Many of the contracts under which the Company performs work also contain retainage provisions. Retainage refers to that portion of our billings held for payment by the customer pending satisfactory completion of the project. Unless reserved, the Company assumes that all amounts retained by customers under such provisions are fully collectible. These assets and liabilities are reported in the condensed consolidated balance sheets within "Contract assets, current," "Contract assets, non-current," "Contract liabilities, current" and "Contract liabilities, non-current." A certain portion of our retainage receivable contract asset balance is non-current, and therefore is not presented on a net basis against the associated contract liabilities that are current. Costs and estimated earnings in excess of billings on uncompleted contracts consists of revenue recognized in excess of billings.

Billings on uncompleted contracts in excess of costs and estimated earnings consists of billings in excess of revenue recognized. The Company recognized revenue of \$37 million during the nine months ended October 3, 2025 that was included in contract liabilities as of January 3, 2025.

The Company's timing of revenue recognition may not be consistent with its rights to bill and collect cash from its clients. Those rights are generally dependent upon advance billing terms, milestone billings based on the completion of certain phases of work or when services are performed. The Company's accounts receivable represents amounts billed to clients that have yet to be collected and represent an unconditional right to cash from its clients as presented below:

| <i>(In thousands)</i> | October 3, 2025 | January 3, 2025 |
|----------------------------------|--------------------|--------------------|
| Total accounts receivable, gross | \$ 42,609 | \$ 43,942 |
| Allowance for credit losses | (824) | (954) |
| Accounts receivable, net | \$ 41,785 | \$ 42,988 |

Substantially all contract assets as of October 3, 2025 and January 3, 2025 are expected to be collected within the Company's estimated operating cycle, except for retainage and claims pertaining to certain contracts. The Company's operating cycle may extend beyond one year.

The Company is in the process of negotiating or awaiting approval of unapproved change orders and claims with its customers. The Company is proceeding with its contractual rights to recoup additional costs incurred from its customers based on completing work associated with change orders, including change orders with pending change order pricing, or claims related to significant changes in scope which resulted in substantial delays and additional costs in completing the work. With respect to one Non-Core Project, the Company continues to discuss potential change orders and/or changes in scope to the project, each of which or in the aggregate have

the potential to materially impact the Company's results of operations. The Company may take legal action if it and the customer cannot reach a mutually acceptable resolution. With respect to another Non-Core Project, the Company completed the services of an operation and maintenance contract in the third quarter of fiscal year 2025 that was previously winding down.

Information about significant customers

**Significant Customers as a Percentage of Accounts Receivable,
Net**

| As of October 3, 2025 | |
|------------------------------|-------|
| Customer one | 42.5% |
| As of January 3, 2025 | |
| Customer one | 40.6% |
| Customer two | 20.2% |

Significant Customers as a Percentage of Revenue

| Three Months Ended October 3, 2025 | |
|--|-------|
| Customer one | 21.4% |
| Customer two | 18.6% |
| Customer three | 11.1% |
| Three Months Ended September 27, 2024 | |
| Customer one | 22.8% |
| Customer two | 11.9% |
| Customer three | 11.8% |
| Customer four | 10.8% |

Significant Customers as a Percentage of Revenue

| Nine Months Ended October 3, 2025 | |
|---|-------|
| Customer one | 16.1% |
| Customer two | 14.6% |
| Customer three | 12.9% |
| Customer four | 11.8% |
| Nine Months Ended September 27, 2024 | |
| Customer one | 17.3% |
| Customer two | 14.6% |
| Customer three | 12.1% |

Revisions in Estimates

Changes in contract estimates resulted in net increases in gross margin of \$2 million for the three months ended October 3, 2025, primarily due to lower cost estimates on favorable scope close out on a Shimmick water project as well as a Non-Core bridge project. Changes in contract estimates resulted in net decreases in gross margin of \$7 million for the nine months ended October 3, 2025, primarily due to cost increases related to delays and lower productivity on a federal lock and dam Non-Core Project.

Changes in contract estimates resulted in net increases in gross margin of \$7 million for the three months ended September 27, 2024, primarily due to the favorable Golden Gate Bridge Project (the "GGB Project") settlement, partially offset by increased forecasted cost to complete loss jobs. Changes in contract estimates resulted in net decreases in gross margin of \$44 million for the nine months ended September 27, 2024, primarily due to the settlement on a federal lock and dam Non-Core Project and increased forecasted cost to complete loss jobs, partially offset by the favorable GGB Project settlement.

Note 4. Joint Ventures and Variable Interest Entities

A summary of financial information of the consolidated joint ventures is as follows:

| | <u>October 3, 2025</u> | | <u>January 3, 2025</u> | |
|-------------------------|----------------------------|--------|----------------------------|--------|
| <i>(In thousands)</i> | | | | |
| Current assets | \$ | 9,628 | \$ | 11,063 |
| Total assets | \$ | 9,628 | \$ | 11,063 |
| Current liabilities | \$ | 35,753 | \$ | 63,512 |
| Non-current liabilities | | 3,460 | | 2,433 |
| Total liabilities | \$ | 39,213 | \$ | 65,945 |

| | <u>Three Months Ended</u> | | <u>Nine Months Ended</u> | |
|-----------------------|----------------------------|-------------------------------|----------------------------|-------------------------------|
| | <u>October 3, 2025</u> | <u>September 27, 2024</u> | <u>October 3, 2025</u> | <u>September 27, 2024</u> |
| <i>(In thousands)</i> | | | | |
| Revenue | \$ 4,860 | \$ 38,136 | \$ 17,089 | \$ 45,494 |

The assets of the Company's consolidated joint ventures are restricted for use only by the particular joint venture and are not available for the general operations of the Company.

A summary of financial information of the unconsolidated joint ventures, as derived from their financial statements, is as follows:

| | <u>October 3, 2025</u> | | <u>January 3, 2025</u> | |
|-----------------------|----------------------------|--------|----------------------------|--------|
| <i>(In thousands)</i> | | | | |
| Current assets | \$ | 46,194 | \$ | 60,738 |
| Non-current assets | | 3,103 | | 9,573 |
| Total assets | \$ | 49,297 | \$ | 70,311 |
| Current liabilities | \$ | 23,361 | \$ | 28,351 |
| Total liabilities | \$ | 23,361 | \$ | 28,351 |

| | <u>Three Months Ended</u> | | <u>Nine Months Ended</u> | |
|-----------------------|----------------------------|-------------------------------|----------------------------|-------------------------------|
| | <u>October 3, 2025</u> | <u>September 27, 2024</u> | <u>October 3, 2025</u> | <u>September 27, 2024</u> |
| <i>(In thousands)</i> | | | | |
| Revenue | \$ 16,400 | \$ 21,393 | \$ 47,869 | \$ 53,018 |
| Cost of revenue | 16,719 | 22,996 | 48,318 | 61,821 |
| Gross margin | \$ (319) | \$ (1,603) | \$ (449) | \$ (8,803) |
| Net loss | \$ (319) | \$ (1,603) | \$ (449) | \$ (8,803) |

The Company recognized equity in earnings of unconsolidated joint ventures of \$312 thousand and \$1 million for the three and nine months ended October 3, 2025, respectively, and equity in earnings (loss) of unconsolidated joint ventures of \$1 million and \$(1) million for the three and nine months ended September 27, 2024, respectively.

Contractually required support provided to the Company's joint ventures is discussed in Note 11 - Commitments and Contingencies.

Related Party Transactions

We often provide construction management and other subcontractor services to the Company's joint ventures and revenue includes amounts related to these services which is eliminated to the extent of our ownership. Revenue included related to services provided to unconsolidated joint venture related parties is as follows:

| | Three Months Ended | | Nine Months Ended | |
|-----------------------|--------------------|-----------------------|--------------------|-----------------------|
| | October 3, 2025 | September 27, 2024 | October 3, 2025 | September 27, 2024 |
| <i>(In thousands)</i> | | | | |
| Revenue | \$ 150 | \$ 474 | \$ 590 | \$ 1,207 |

Amounts included in the condensed consolidated balance sheets related to services provided to unconsolidated joint ventures as of October 3, 2025 and January 3, 2025 are as follows:

| | October 3, 2025 | January 3, 2025 |
|--------------------------|--------------------|--------------------|
| <i>(In thousands)</i> | | |
| Accounts receivable, net | \$ 2,260 | \$ 2,098 |

Note 5. Property, Plant and Equipment and Intangible Assets

The following tables summarize the components of property, plant and equipment as of October 3, 2025 and January 3, 2025 and depreciation expense for the three and nine months ended October 3, 2025 and September 27, 2024:

| <i>(In thousands)</i> | October 3, 2025 | January 3, 2025 |
|---|--------------------|--------------------|
| Building and land | \$ 171 | \$ 171 |
| Machinery, equipment, and vehicles | 52,114 | 51,227 |
| Office equipment, software and construction in progress | 6,942 | 6,876 |
| Property, plant and equipment, gross | 59,227 | 58,274 |
| Accumulated depreciation | (46,729) | (39,142) |
| Property, plant and equipment, net | \$ 12,498 | \$ 19,132 |

| | Three Months Ended | | Nine Months Ended | |
|-----------------------|--------------------|-----------------------|--------------------|-----------------------|
| | October 3, 2025 | September 27, 2024 | October 3, 2025 | September 27, 2024 |
| <i>(In thousands)</i> | | | | |
| Depreciation expense | \$ 2,400 | \$ 2,737 | \$ 7,707 | \$ 9,515 |

Depreciation is recorded within cost of revenue and selling, general and administrative expenses and is calculated using the straight-line method over the estimated useful lives of the assets, or in the case of leasehold improvements and capitalized leases, the lesser of the remaining term of the lease or its estimated useful life.

The following tables present the Company's finite-lived intangible assets, including the weighted average useful lives for each major intangible asset category and in total:

October 3, 2025

| <i>(In thousands)</i> | October 3, 2025 | | | |
|-----------------------|---|-----------------------------|-----------------------------|---------------------------|
| | Weighted Average Remaining Useful Life in Years | Intangible Assets, Gross | Accumulated Amortization | Intangible Assets, Net |
| Trademark | 2.3 | \$ 10,600 | \$ (7,192) | \$ 3,408 |
| Customer contracts | 1.3 | 6,373 | (5,046) | 1,327 |
| Total | | \$ 16,973 | \$ (12,238) | \$ 4,735 |

January 3, 2025

| <i>(In thousands)</i> | January 3, 2025 | | | |
|-----------------------|---|-----------------------------|-----------------------------|---------------------------|
| | Weighted Average Remaining Useful Life in Years | Intangible Assets, Gross | Accumulated Amortization | Intangible Assets, Net |
| Trademark | 3 | \$ 10,600 | \$ (6,057) | \$ 4,543 |
| Customer contracts | 2 | 6,373 | (4,249) | 2,124 |
| Total | | \$ 16,973 | \$ (10,306) | \$ 6,667 |

The Company's estimated aggregate remaining amortization is as follows:

| <i>(In thousands)</i> | Amortization Expense |
|-----------------------|-------------------------|
| 2025 | \$ 645 |
| 2026 | 2,577 |
| 2027 | 1,513 |
| Total | \$ 4,735 |

Note 6. Debt

Total debt outstanding in the condensed consolidated balance sheets is comprised of the following:

| <i>(In thousands)</i> | October 3, 2025 | January 3, 2025 |
|---------------------------------|-----------------|-----------------|
| Credit Agreement | \$ 33,636 | \$ 11,503 |
| ACF Credit Agreement | 14,280 | — |
| Ansley Loan Agreement | 12,971 | — |
| Unamortized debt issuance costs | (3,391) | (2,025) |
| Total debt, net | 57,496 | 9,478 |
| Less: Short-term debt, net | 3,446 | — |
| Total long-term debt, net | \$ 54,050 | \$ 9,478 |

Credit Agreement

On May 20, 2024, the Company, as guarantor, and its wholly-owned subsidiaries as borrowers ("Borrowers"), Alter Domus (US) LLC, as agent, and AECOM and Berkshire Hathaway Specialty Insurance Company ("BHSI") as lenders, entered into a revolving credit facility (the "Credit Agreement"), which was most recently amended on October 31, 2025 to, among other things, permit the Company's concurrent amendment to the Revolving Credit Facility and waive the specified noncompliance of the Material Project Documents covenant regarding entering into non-bonded contracts. As amended, the Credit Agreement provides borrowing capacity up to \$60 million. The obligations under the Credit Agreement bear interest at a per annum rate equal to One Month Term SOFR (as defined in the Credit Agreement), subject to a 1.00% floor, plus 3.50%. Interest on any outstanding amounts drawn under the Credit Agreement will be payable, in kind or in cash at our election, on the last day of each month and upon prepayment. Payment-in-kind interest accrued and capitalized shall not constitute loan outstanding amounts for the purposes of calculating loan availability.

The Credit Agreement matures on May 20, 2029 (the "Maturity Date"), and the Borrowers may borrow, repay and reborrow amounts under the Credit Agreement until the Maturity Date.

Obligations of the Borrowers under the Credit Agreement are guaranteed by the Company and secured by a lien on substantially all assets of the Company and the Borrowers.

The Credit Agreement contains customary affirmative and negative covenants for a transaction of this type, including covenants that limit liens, asset sales and investments, in each case subject to negotiated exceptions and baskets. In addition, the Credit Agreement contains a maximum leverage ratio covenant as tested quarterly commencing with the close of the fourth quarter of 2026. The Credit Agreement also contains representations and warranties and event of default provisions customary for a transaction of this type. The Company is not aware of any instances of noncompliance with non-financial or financial covenants as of October 3, 2025.

ACF Credit Agreement

On March 12, 2025, we entered into a credit agreement (“ACF Credit Agreement”) with ACF FINCO I LP, which provides a total commitment of \$15 million and bears interest at an annual rate of adjusted term SOFR (as defined in the ACF Credit Agreement), subject to a 2.0% floor, plus 4.50%. Further, the ACF Credit Agreement is subject to an annual unused line fee of 0.50%. The ACF Credit Agreement includes certain financial operating covenants, including a minimum liquidity requirement of \$5 million. The ACF Credit Agreement matures on the earlier of March 12, 2028 or 90 days prior to the maturity date of the Credit Agreement. As of October 3, 2025, we are not aware of any instances of noncompliance with non-financial or financial covenants.

Ansley Loan Agreement

On March 31, 2025, we entered into a loan and security agreement (the “Ansley Loan Agreement”) with Ansley Park Capital LLC which provides for a borrowing capacity of \$15.0 million as evidenced by two promissory notes (each, a “Promissory Note,” and together, the “Promissory Notes”).

Each Promissory Note has a maturity date of April 1, 2031, and accrues interest at a rate of 12.50% per annum. Pursuant to the terms of the Ansley Loan Agreement, we granted a security interest in (a) certain items of equipment described therein, (b) all leases, rental contracts, chattel paper, accounts, security deposits and general intangibles relating thereto and (c) and any and all proceeds thereof as collateral for the payments under the Ansley Loan Agreement. The Ansley Loan Agreement contains customary affirmative and negative covenants for a transaction of this type. In connection with the Ansley Loan Agreement, we entered into a separate guaranty agreement (each, a “Guaranty Agreement,” and together, the “Guaranty Agreements”) in favor of the Ansley Park Capital LLC unconditionally guaranteeing our liabilities and the liabilities of one of our wholly-owned subsidiaries under the Ansley Loan Agreement. As of October 3, 2025, we are not aware of any instances of noncompliance with non-financial or financial covenants.

Revolving Credit Facility

On March 27, 2023, we entered into the Revolving Credit Facility with MidCap Financial Services, LLC, which originally provided a total commitment of \$30 million. The Revolving Credit Facility was terminated on March 12, 2025 upon execution of the ACF Credit Agreement.

During the three and nine months ended October 3, 2025, the Company paid \$450 thousand and \$1 million in cash interest, respectively, and accrued \$3 million in non-cash payment-in-kind interest as of October 3, 2025.

Note 7. Income Taxes

We compute the year-to-date income tax provision by applying our estimated annual effective tax rate to our year-to-date pre-tax income and adjust for discrete tax items in the period in which they occur.

The effective tax rate was 0% for the three and nine months ended October 3, 2025 and September 27, 2024.

For the three and nine months ended October 3, 2025 and September 27, 2024, the deferred tax provision resulting from the current year loss is completely offset by the valuation allowance, resulting in zero tax expense.

The Company generally anticipates a zero effective tax rate due to a full valuation allowance. However, the Company may recognize a current tax expense in a specific period if its taxable income, net of available deferred tax assets in that period, exceeds the allowable utilization of tax attributes such as NOL carryforwards. The allowable limitation typically restricts the use of NOL carryforwards to 80% of taxable income.

Deferred Tax Assets and Liabilities

We recognize deferred tax assets and liabilities for future tax consequences arising from differences between the carrying amounts of existing assets and liabilities under U.S. GAAP and their respective tax bases, and for net operating loss carryforwards and tax credit carryforwards. We evaluate the recoverability of our deferred tax assets, weighing all positive and negative evidence, and are required to establish or maintain a valuation allowance for these assets if we determine that it is more likely than not that some or all the deferred tax assets will not be realized.

As of each reporting date, we consider new evidence, both positive and negative, that could impact our view with regard to the future realization of deferred tax assets. We will maintain our positions with regard to future realization of deferred tax assets, including those with respect to which we continue maintaining valuation allowances, until there is sufficient new evidence to support a change in expectations. Such a change in expectations could arise due to many factors, including those impacting our forecasts of future earnings, as well as changes in the tax laws under which we operate and tax planning. It is not reasonably possible to forecast any such changes at the present time, but it is possible that, should they arise, our view of their effect on the future realization of deferred tax assets may impact materially our condensed consolidated financial statements.

After weighing all the evidence, giving more weight to the evidence that was objectively verifiable, a valuation allowance of \$174 million and \$170 million as of October 3, 2025 and January 3, 2025, respectively, has been recorded to recognize only the portion of the deferred tax asset that is more likely than not to be realized. The amount of the deferred tax asset considered realizable, however, could be adjusted if estimates of future taxable income during the carryforward period are reduced or increased or if the objective negative evidence in the form of cumulative losses is no longer present and additional weight is given to subjective evidence such as our projections for growth.

On July 4, 2025, the President signed into law the One Big Beautiful Bill Act ("OBBBA") which includes various modifications to the federal tax law and other regulatory provisions. Among its provisions, it retroactively reinstates 100% bonus depreciation for qualified property placed in service on or after January 20, 2025. The Company has evaluated the provisions in the OBBBA and determined that the bonus depreciation provision of the OBBBA could have a material impact on the Company's future income tax expense. However, this change will be entirely offset by the full valuation allowance, and therefore, will not impact income tax expense.

Note 8. Stock-Based Compensation

On April 12, 2021, the Company's Board of Directors (the "Board") approved the Company's 2021 Stock Plan (the "2021 Stock Plan"). The 2021 Stock Plan reserves 5,477,200 of the Company's shares for issuance of incentive instruments, including Incentive Stock Options ("ISOs"), Non-statutory Stock Options, Stock Appreciation Rights, Restricted Stock Awards, and Restricted Stock Unit Awards. ISOs granted under the Plan have a term of 10 years and vest over four years of service.

On November 13, 2023, the Company's Board approved the Shimmick Corporation 2023 Equity Incentive Plan (the "2023 Omnibus Incentive Plan"). 3,729,149 was the maximum aggregate number of shares of common stock available under the 2023 Omnibus Incentive Plan (equal to ten percent (10%) of the Company's common stock outstanding immediately following the completion of the Company's IPO on November 16, 2023 plus (ii) the reserved and authorized shares for awards under the Company's 2021 Stock Plan that were not granted as of November 13, 2023). The maximum aggregate number of shares of common stock that may be issued under the 2023 Omnibus Incentive Plan automatically increases annually on the first day of each fiscal year, beginning with the 2024 fiscal year in an amount equal to five percent (5%) of common stock outstanding on the last day of the immediately preceding fiscal year unless the plan administration determines that a lesser amount should instead be issued. The shares reserved under the 2023 Omnibus Incentive Plan are for issuance of incentive instruments, including stock options, restricted stock awards, restricted stock units, stock appreciation rights, performance units and other share-based awards.

Total compensation expense related to stock-based grants was \$5 million and \$3 million for the nine months ended October 3, 2025 and September 27, 2024, respectively. Unrecognized compensation expense related to stock-based grants to employees of Shimmick outstanding was \$3 million and \$7 million as of October 3, 2025 and September 27, 2024, respectively, to be recognized on a straight-line basis over the awards' weighted average remaining vesting period of 0.9 year and 1 year as of October 3, 2025 and September 27, 2024, respectively.

For the nine months ended October 3, 2025, stock option activity was as follows:

| | Stock Options | | | |
|-----------------------------------|-------------------------|--|---|---|
| | Number of shares | Weighted average exercise price per share | Weighted average grant date fair value | Weighted average years of remaining contractual term |
| Outstanding as of January 3, 2025 | 3,337,150 | \$ 1.26 | \$ 0.66 | 6.3 |
| Exercised | (1,261,626) | 1.26 | 0.66 | — |
| Forfeited & expired | (211,105) | 1.26 | 0.66 | — |
| Outstanding as of October 3, 2025 | <u>1,864,419</u> | <u>1.26</u> | <u>0.66</u> | <u>5.6</u> |
| Exercisable as of October 3, 2025 | <u>1,864,419</u> | <u>\$ 1.26</u> | <u>\$ 0.66</u> | <u>5.6</u> |

The following table summarizes the activities for unvested Shimmick restricted stock units for the nine months ended October 3, 2025:

| | Restricted Stock Units | |
|--------------------------------|-------------------------------|---|
| | Number of shares | Weighted average grant date fair value |
| Unvested as of January 3, 2025 | 2,617,110 | \$ 2.88 |
| Awarded | 644,124 | 1.59 |
| Forfeited | — | — |
| Vested | (1,484,789) | 2.75 |
| Unvested as of October 3, 2025 | <u>1,776,445</u> | <u>\$ 2.52</u> |

Note 9. Earnings Per Share

Basic earnings per share (“EPS”) is calculated based on the weighted average shares outstanding during the period. Diluted earnings per share includes the dilutive effect of employee and director stock options and restricted stock units. Stock options are considered dilutive whenever the exercise price is less than the average market price of the stock during the period and antidilutive whenever the exercise price exceeds the average market price of the common stock during the period. All 1.9 million and 3.4 million employee stock options as of October 3, 2025 and September 27, 2024, respectively, and 1.8 million and 2.4 million restricted stock units as of October 3, 2025 and September 27, 2024, respectively, were excluded from the calculation of diluted earnings per share as they are antidilutive to the EPS calculation.

The computation of basic and diluted EPS is as follows:

| <i>(In thousands, except per share data)</i> | Three Months Ended | | Nine Months Ended | |
|--|--------------------|-----------------------|--------------------|-----------------------|
| | October 3, 2025 | September 27, 2024 | October 3, 2025 | September 27, 2024 |
| Numerator: | | | | |
| Net loss attributable to Shimmick Corporation | \$ (4,396) | \$ (1,564) | \$ (22,691) | \$ (86,286) |
| Numerator for basic and diluted EPS | <u>\$ (4,396)</u> | <u>\$ (1,564)</u> | <u>\$ (22,691)</u> | <u>\$ (86,286)</u> |
| Denominator: | | | | |
| Denominator for basic EPS - weighted average shares | 35,397 | 33,723 | 34,886 | 29,127 |
| Effect of dilutive securities: | | | | |
| Employee stock options | — | — | — | — |
| Restricted stock units | — | — | — | — |
| Dilutive potential common shares | — | — | — | — |
| Denominator for diluted EPS - adjusted weighted average shares and assumed conversions | <u>35,397</u> | <u>33,723</u> | <u>34,886</u> | <u>29,127</u> |
| Basic earnings per common share | <u>\$ (0.12)</u> | <u>\$ (0.05)</u> | <u>\$ (0.65)</u> | <u>\$ (2.96)</u> |
| Diluted earnings per common share | <u>\$ (0.12)</u> | <u>\$ (0.05)</u> | <u>\$ (0.65)</u> | <u>\$ (2.96)</u> |

Note 10. Leases

Lease expenses recorded within the condensed consolidated statements of operations are comprised as follows:

| <i>(In thousands)</i> | Three Months Ended | | Nine Months Ended | |
|--|--------------------|--------------------|-------------------|--------------------|
| | October 3, 2025 | September 27, 2024 | October 3, 2025 | September 27, 2024 |
| Operating lease cost | | | | |
| Cost of revenue | \$ 2,159 | \$ 3,239 | \$ 6,652 | \$ 7,988 |
| Selling, general and administrative expenses | 237 | 478 | 761 | 1,028 |
| Finance lease cost (all in cost of revenue): | | | | |
| Amortization of right-of-use assets | 516 | 66 | 803 | 199 |
| Interest on lease liabilities | 30 | 4 | 73 | 18 |
| Short-term lease cost | 171 | 88 | 418 | 332 |
| Total lease cost | <u>\$ 3,113</u> | <u>\$ 3,875</u> | <u>\$ 8,707</u> | <u>\$ 9,565</u> |

Additional condensed consolidated balance sheets information related to leases is as follows:

| <i>(In thousands)</i> | Balance Sheet Classification | October 3, | January 3, |
|-------------------------------------|--------------------------------|------------------|------------------|
| | | 2025 | 2025 |
| <i>Assets:</i> | | | |
| Operating lease assets | Lease right-of-use assets | \$ 16,956 | \$ 24,232 |
| Finance lease assets | Lease right-of-use assets | 1,297 | — |
| Total lease assets | | <u>\$ 18,253</u> | <u>\$ 24,232</u> |
| <i>Liabilities:</i> | | | |
| <i>Current:</i> | | | |
| Operating lease liabilities | Other current liabilities | \$ 4,732 | \$ 6,571 |
| Finance lease liabilities | Other current liabilities | 330 | — |
| Total current lease liabilities | | <u>\$ 5,062</u> | <u>\$ 6,571</u> |
| <i>Non-current:</i> | | | |
| Operating lease liabilities | Lease liabilities, non-current | \$ 11,891 | \$ 15,987 |
| Finance lease liabilities | Lease liabilities, non-current | 989 | — |
| Total non-current lease liabilities | | <u>\$ 12,880</u> | <u>\$ 15,987</u> |

Weighted average remaining lease term information related to leases is as follows:

| | October 3, 2025 | January 3, 2025 |
|---|--------------------|--------------------|
| Weighted average remaining lease term (in years): | | |
| Operating leases | 4.3 | 4.3 |
| Finance leases | 2.7 | — |
| Weighted average discount rate: | | |
| Operating leases | 7.4% | 6.9% |
| Finance leases | 8.8% | — |

Supplemental cash flow information related to leases is as follows:

| <i>(In thousands)</i> | Nine Months Ended | |
|---|--------------------|-----------------------|
| | October 3, 2025 | September 27, 2024 |
| Cash paid for amounts included in the measurement of lease liabilities: | | |
| Operating cash flows from operating leases | \$ 6,723 | \$ 7,768 |
| Financing cash flows from finance leases | 179 | 235 |
| Right-of-use assets obtained in exchange for new operating leases | \$ 1,311 | \$ 6,527 |

Total remaining lease payments under both the Company's operating and finance leases are as follows:

| <i>(In thousands)</i> | Operating Leases | Finance Leases |
|-------------------------------|------------------|-----------------|
| <u>Year</u> | | |
| 2025 | \$ 639 | \$ 110 |
| 2026 | 5,411 | 432 |
| 2027 | 3,904 | 432 |
| 2028 | 3,810 | 541 |
| 2029 | 2,729 | — |
| Thereafter | 3,215 | — |
| Total lease payments | <u>19,708</u> | <u>1,515</u> |
| Amounts representing interest | (3,085) | (196) |
| Total lease liabilities | <u>\$ 16,623</u> | <u>\$ 1,319</u> |

Note 11. Commitments and Contingencies

In the Company's joint venture arrangements, the liability of each partner is usually joint and several. This means as each joint venture partner may become liable for the entire risk of performance guarantees provided by each partner to the customer. Typically, each joint venture partner indemnifies the other partners for any liabilities incurred in excess of the liabilities the other party is obligated to bear under the respective joint venture agreement. In addition, the Company may be required to guarantee performance directly to the customer. The Company is unable to estimate the maximum potential amount of future payments that the Company could be required to make under outstanding performance guarantees related to joint venture projects due to a number of factors, including but not limited to, the nature and extent of any contractual defaults by the other joint venture partners, resource availability, potential performance delays caused by the defaults, the location of the projects, and the terms of the related contracts.

In the ordinary course of business, the Company is subject to other claims, lawsuits, investigations and disputes arising out of the conduct of its business, including matters relating to commercial transactions, government contracts, and employment matters. The Company recognizes a liability for contingencies that are probable of occurrence and reasonably estimable. To date, no such matters are material to the condensed consolidated statements of operations.

In certain contracts, there are provisions that require the Company to pay liquidated damages if the Company is responsible for the failure to meet specified contractual milestone dates and the applicable customer asserts a conforming claim under these provisions. These contracts define the conditions under which customers may make claims against the Company for liquidated damages. Based upon the evaluation of performance and other commercial and legal analysis, management has recognized relevant probable liquidated damages as of October 3, 2025 and January 3, 2025, and believes that the ultimate resolution of such matters will not materially affect the Company's condensed consolidated financial position, results of operations, or cash flows.

In May 2025, a labor management committee affiliated with the Pipefitters Union filed a lawsuit against Shimmick and 20 other defendants, including sureties, alleging violations of the California False Claims Act and related claims. The lawsuit involves 27 projects across 23 public agencies in California, none of which are parties to the case. The Pipefitters Union alleges \$4.7 billion in damages, which is based on the cumulative contract values for each project, plus treble damages under the California False Claims Act. The Union alleges Shimmick improperly assigned work to the Laborers Union instead of the Pipefitters Union and violated apprenticeship rules by failing to meet the required apprentice-to-journeyperson work ratio. Shimmick denies all claims, and asserts exceptions and disclosures occurred such that the claims have no merit. Shimmick also disputes the legal theory underlying the case and views the use of the False Claims Act as a misapplication of the statute. The process of discovery and evaluation is in its early stages and it is too early to assess if any loss is probable.

The Company has recorded contingent consideration as of October 3, 2025 and January 3, 2025 at its estimated fair value. The Company is unable to reasonably determine an estimated range of amounts of the payments that could be made due to the uncertainty of future events.

Guarantees

The Company obtains bonding on construction contracts through third-party bonding companies. As is customary in the construction industry, the Company indemnifies the third-party bonding companies for any losses incurred by it in connection with bonds that are issued. The Company has granted the third-party bonding companies a security interest in accounts receivable, contract assets and contract rights for that obligation.

The Company typically indemnifies contract owners for claims arising during the construction process and carries insurance coverage for such claims.

Letters of Credit

In the ordinary course of business and under certain contracts, the Company is required to post standby letters of credit for its insurance carriers. The Company did not have any letters of credit outstanding as of October 3, 2025 or January 3, 2025.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations.

Management's Discussion and Analysis of Financial Condition and Results of Operations is intended to assist in understanding and assessing the trends and significant changes in our results of operations and financial condition. Historical results may not be indicative of future performance. The statements in this discussion regarding industry outlook, our expectations regarding our future performance, liquidity and capital resources and all other non-historical statements in this discussion are forward looking statements and are based on the beliefs of our management, as well as assumptions made by, and information currently available to, our management. Actual results could differ materially from those discussed in or implied by forward looking statements as a result of various factors, including those discussed below and elsewhere in this Form 10-Q, particularly in "Forward-Looking Statements" or in other sections of this Form 10-Q, as well as the "Risk Factors" section in the Form 10-K and those described from time to time in our future reports with the SEC. This discussion should be read in conjunction with our unaudited condensed consolidated financial statements and the notes thereto included elsewhere in this Form 10-Q.

In this discussion, we use certain non-GAAP financial measures. Explanation of these non-GAAP financial measures and reconciliation to the most directly comparable GAAP financial measures are included in this Management's Discussion and Analysis of Financial Condition and Results of Operations. Investors should not consider non-GAAP financial measures in isolation or as substitutes for financial information presented in compliance with GAAP.

Overview

Shimmick is an industry leader in delivering turnkey infrastructure solutions that strengthen critical markets across water, energy, climate resiliency, and sustainable transportation. With a track record that spans over a century, Shimmick, headquartered in California, unites deep engineering heritage with entrepreneurial spirit to tackle today's most complex infrastructure challenges. We integrate technical excellence with collaborative project delivery methods to provide innovative, technology-driven infrastructure solutions that accelerate economic growth and empower communities nationwide.

We have a long history of successfully completing complex water projects, ranging from the world's largest wastewater recycling and purification system in California to the iconic Hoover Dam. According to Engineering News Record, in 2025, we are nationally ranked as a top fifteen builder of water supply (#12), dams and reservoirs (#8), and water treatment and desalination plants (#11). Our business includes construction operations from Morrison Knudsen and Washington Group International which were consolidated in 2017 by AECOM. In 2021, we were sold by AECOM and became an independent company under new private ownership ("AECOM Sale Transaction"). In November 2023, we completed our initial public offering (the "IPO") and currently our stock is listed for trading on the Nasdaq Capital Market under the symbol "SHIM".

We selectively focus on the following types of infrastructure projects:

Water Treatment and Resources

- *Water and Wastewater Treatment.* We expand, rehabilitate, upgrade, build and rebuild water and wastewater treatment infrastructure including desalination plants. We implement treatment technologies including ozonation, biological activated carbon, membrane filtration, reverse osmosis, chemical treatment, and oxidation. Our projects aim to ensure access to clean and safe drinking water, protect public health and reduce waterborne diseases and contribute to protecting the environment by removing pollutants and contaminants from wastewater before it is released back into ecosystems.
- *Water Resources.* We construct, rehabilitate and upgrade dams, reservoirs, and water conveyance and storage systems. This includes flood control systems, pump stations, and coastal protection infrastructure. Select projects of ours enable reliable water supply, generate hydroelectric power, and control flooding, ensuring water availability and energy security. Our work contributes to protecting communities from flood damage to safeguard lives, property and infrastructure.

Other Critical Infrastructure

We build, retrofit, expand, rehabilitate, operate and maintain our nation's critical infrastructure, including mass transit, bridges and military infrastructure. We work on projects that we believe are vital for economic growth, social connectivity, and accessibility. We believe our projects enable smooth and efficient movement of people and goods, foster trade, address environmental sustainability and improve quality of life for individuals and communities. Within critical infrastructure, we are focused primarily on the following types of projects:

- *Climate Resilience.* We build and upgrade levees, flood walls, pump stations, drainage systems, and strengthen existing infrastructure both in preparation to withstand severe weather events and in response to such events to facilitate recovery.

- *Transportation and Mobility.* We construct mass transit systems (light passenger rail and bus rapid transit), autonomous transportation solutions (personal rapid transit, autonomous fixed guideway people movers, and implement intelligent transportation technologies.
- *Energy Transition.* We modify facilities to accommodate electric vehicle fleets for transit agencies and municipalities, implement renewable energy components in our projects, and support data center construction.

As of October 3, 2025, we had a backlog of projects of approximately \$754 million, mostly located in California, with ongoing projects in six other states. We self-perform many of these projects, which we believe allows us to better control critical aspects of construction, reduce cost and schedule risks, and deliver greater value to clients.

Our History and Initial Public Offering

Overview

Shimmick was founded in 1990 in California and operated as a regional infrastructure construction contractor throughout California for nearly 30 years. In 2017, AECOM acquired Shimmick and consolidated it with its existing construction services, which included former construction operations from Morrison Knudsen, Washington Group International, and others.

In January 2021, we were sold by AECOM and began operating as an independent company under new private ownership ("AECOM Sale Transaction") under a December 2020 Purchase Agreement with SCC Group, a special purpose entity formed for the purpose of entering into and consummating the sale transaction including acquiring 100% of the stock of the Company and certain other assets related to our business and our subsidiaries to the extent owned by Seller Entities or their affiliates. After the transaction, we began a transformation to shift our strategy to meet the nation's growing need for water and other critical infrastructure and grow our business.

On November 16, 2023, the Company completed its initial public offering of 3,575,000 shares of common stock at a price to the public of \$7.00 per share (the "IPO"). The net proceeds to the Company from the IPO were approximately \$19 million, after deducting underwriting discounts and commissions and before estimated offering expenses payable by the Company. Shimmick's common stock began trading on November 14, 2023 and is currently listed for trading on the Nasdaq Capital Market under the symbol "SHIM".

Key Factors Affecting Our Performance and Results of Operations

We expect that our results of operations will be affected by a number of factors which we have discussed below.

Weather, natural disasters and emergencies. The results of our business in a given period can be impacted by adverse weather conditions, severe weather events, natural disasters or other emergencies, which include, among other things, heavy or prolonged snowfall or rainfall, hurricanes, tropical storms, tornadoes, floods, blizzards, extreme temperatures, wildfires, post-wildfire floods and debris flows, pandemics and earthquakes. These conditions and events can negatively impact our financial results due to, among other things, the termination, deferral or delay of projects, reduced productivity and exposure to significant liabilities.

Seasonality. Typically, our revenue is lowest in the first quarter of the year because cold, snowy or wet conditions can create challenging working environments that are more costly for our customers or cause delays on projects. Second quarter revenue is typically higher than those in the first quarter, as some projects begin, but continued cold and wet weather can often impact productivity. Third quarter revenue is typically the highest of the year, as a greater number of projects are underway and operating conditions, including weather, are normally more accommodating. Project geographic location will also dictate how seasonality affects productivity and timing. Also, the holiday season and inclement weather can sometimes cause delays during the fourth quarter, reducing revenue and increasing costs.

Our Ability to Fulfill Backlog Orders. Our backlog consists of the estimated amount of services to be completed from future work on uncompleted contracts or work that has been awarded with contracts still being negotiated. It also includes revenue from change orders and renewal options. Most of our contracts are cancelable on short or no advance notice. Reductions in backlog due to cancellation by a customer, or for other reasons, could significantly reduce the revenue that we actually receive from contracts in backlog. In the event of a project cancellation, we may be reimbursed for certain costs, but we typically have no contractual right to the total revenues reflected in our backlog. Backlog amounts are determined based on target price estimates that incorporate historical trends, anticipated seasonal impacts, experience from similar projects and from communications with our customers. These estimates may prove inaccurate, which could cause estimated revenue to be realized in periods later than originally expected, or not at all. As a result, our backlog as of any particular date is an uncertain indicator of future revenue and earnings. In addition, contracts included in our backlog may not be profitable. If our backlog fails to materialize, our business, financial condition, results of operations and cash flows could be materially and adversely affected.

Our Ability to Obtain New Projects. We selectively bid on projects that we believe offer an opportunity to meet our profitability objectives or that offer the opportunity to enter promising new markets. The potential customers conduct rigorous competitive processes for awarding many contracts. We will potentially face strong competition and pricing pressures for any additional contract awards from other government agencies, and we may be required to qualify or continue to qualify under various multiple award task order contract criteria.

Our Ability to Successfully Expand our Footprint. We review our bidding opportunities to attempt to minimize concentration of work with any one customer, in any one industry, or in tight labor markets. We believe that by carefully positioning ourselves in markets that have meaningful barriers to entry, like those with highly technical or specialized scopes of work, we can continue to be competitive. For example, we target projects with significant, highly-technical work that we can self-perform. We believe this provides us with a distinct pricing advantage, as well as better risk management. In addition, as a result of federal and state-level infrastructure initiatives, we believe that funding for technical construction projects may exceed capacity, enabling us to opportunistically target smaller specialized projects with less risk at higher margins. We may be limited in our ability to expand our footprint by barriers to entry to new markets, competition, and availability of capital and skilled labor.

We primarily compete for new contracts independently, seeking to win and complete new projects directly for our customers. Our customers primarily award contracts using one of two methods: the traditional public “competitive bid” method, in which price is the major determining factor, or through a “best value” or collaborative contract proposal, where contracts are awarded based on a combination of technical qualifications, proposed project team, schedule, the ability to obtain surety bonds, past performance on similar projects and price, which we believe creates a barrier to entry. Many of our contracts are awarded on a fixed-price basis, and we earn and recognize revenue using an input measure of total costs incurred divided by total costs expected to be incurred.

Our Ability to Obtain Approval of Change Orders and Successfully Pursue Claims. We are subject to variation in scope and cost of projects from our original projections. In certain circumstances, we seek to collect or assert claims against customers, engineers, consultants, subcontractors or others involved in a project for additional costs exceeding the contract price or for amounts not included in the original contract price. Our experience has often been that public customers have been willing to negotiate equitable adjustments in the contract compensation or completion time provisions if unexpected circumstances arise. However, this process may result in disputes over whether the work performed is beyond the scope of the work included in the original project plans and specifications or, if the customer agrees that the work performed qualifies as extra work, the price that the customer is willing to pay for the extra work. Public customers may seek to impose contractual risk-shifting provisions more aggressively or there could be statutory and other legal prohibitions that prevent or limit contract changes or equitable adjustments.

Our Ability to Control Project Costs. Our costs primarily consist of payroll, equipment, materials, and other project related expenses. With a consistent focus on profitability by our management team, we leverage information technology and utilize financial systems to improve project execution and control costs. However, if we are unable to accurately estimate the overall risks, requirements or costs when we bid on or negotiate a contract that is ultimately awarded to us, we may achieve a lower than anticipated profit or incur a loss on the contract. Also, our labor and training expenses may increase as a result of a shortage in the supply of skilled personnel. We may not be able to pass these expenses on to our customers, which could adversely affect our profitability. To the extent that we are unable to buy construction equipment necessary for our needs, either due to a lack of available funding or equipment shortages in the marketplace, we may be forced to rent equipment on a short-term basis, which could increase the costs of performing our contracts. If we are unable to continue to maintain the equipment in our fleet, we may be forced to obtain third-party repair services, which could increase our costs. In addition, the market value of our equipment may unexpectedly decline at a faster rate than anticipated.

In addition, as is customary in the construction business, we are required to provide surety bonds to our customers to secure our performance under construction contracts. Our ability to obtain surety bonds primarily depends upon our capitalization, working capital, past performance, management expertise and reputation, as well as certain external factors, including the overall capacity of the surety market. Surety companies consider such factors in relationship to the amount of our backlog and their underwriting standards, which may change from time to time. Events that adversely affect the insurance and bonding markets generally may result in bonding becoming more difficult to obtain in the future, or being available only at a significantly greater cost. If we are unable to obtain adequate bonding or if the cost of bonding materially increased, it would limit the amount that we can bid on new contracts, limit the competitiveness of our bids, and could have a material adverse effect on our future revenue and business prospects.

Our Ability to Control Selling General and Administrative Costs. We incur significant expenses on an ongoing basis as a public company that we did not incur as a private company. Those costs include additional director and officer liability insurance expenses, stock exchange listing expenses, as well as third-party and internal resources related to accounting, auditing, Sarbanes-Oxley Act compliance, legal and investor and public relations expenses. These costs are generally selling, general and administrative expenses. We have also implemented the 2023 Omnibus Incentive Plan to align our equity compensation program with public company plans and practices, which increases our stock-based compensation expense.

Joint Ventures. We participate in various construction joint ventures in order to share expertise, risk and resources for certain highly complex, large, and/or unique projects. Generally, each construction joint venture is formed to accomplish a specific project and is jointly controlled by the joint venture partners. We select our joint venture partners based on our analysis of their construction and financial capabilities, expertise in the type of work to be performed and past working relationships, among other criteria. The joint venture agreements typically provide that our interests in any profits and assets, and our respective share in any losses and liabilities, that may result from the performance of the contract are limited to our stated percentage interest in the project. Under each joint venture agreement, one partner is designated as the sponsor. The sponsoring partner typically provides administrative, accounting and much of the project management support for the project and generally receives a fee from the joint venture for these services. We have been designated as the sponsoring partner in some venture projects and are a non-sponsoring partner in others. We incur transaction and integration costs prior to fully realizing the benefits of acquisition synergies. Joint ventures often require significant investments before they begin operations and we incur many of these costs prior to realizing any gain on the investment in the joint venture. If we are unable to recoup these costs, it could have a significant impact on our business.

How We Assess Performance of Our Business

Revenue

We currently derive our revenue predominantly by providing infrastructure, operations and management services around the United States. We generally recognize revenue over-time as performance obligations are satisfied and control over promised goods or services are transferred to our customers.

Gross Margin

Gross margin represents revenue less contract costs. Contract costs consist of all direct and indirect costs on contracts, including raw materials, labor, equipment costs, and subcontractor costs. If the estimates of costs to complete fixed-price contracts indicate a further loss, the entire amount of the additional loss expected over the life of the project is recognized in the current period in the cost of revenue.

Selling, General, and Administrative Expenses

Selling, general and administrative expenses consist primarily of salaries and personnel costs for our administrative, finance and accounting, legal, information systems, human resources and certain managerial employees. Additional expenses include audit, consulting and professional fees, travel, insurance, office space rental costs, property taxes and other corporate and overhead expenses.

Equity in Earnings (Loss) of Unconsolidated Joint Ventures

Equity in earnings (loss) of unconsolidated joint ventures includes our return on investment in unconsolidated joint ventures.

Net Loss

Net loss represents earnings after consideration of all operating expenses and other income and expenses to measure loss to allocate resources and assess financial performance.

Results of Operations

Three Months Ended October 3, 2025 compared to the Three Months Ended September 27, 2024

The following table sets forth selected financial data for the three months ended October 3, 2025 compared to the three months ended September 27, 2024:

| (In thousands, except percentage data) | Three Months Ended | | | | % of Revenue | |
|--|--------------------|--------------------|-------------------|--------------|-----------------|--------------------|
| | October 3, 2025 | September 27, 2024 | \$ Change | % Change | October 3, 2025 | September 27, 2024 |
| Revenue | \$ 141,920 | \$ 166,035 | \$ (24,115) | (15)% | 100% | 100% |
| Cost of revenue | 131,131 | 153,846 | (22,715) | (15) | 92 | 93 |
| Gross margin | 10,789 | 12,189 | (1,400) | (11) | 8 | 7 |
| Selling, general and administrative expenses | 14,292 | 12,985 | 1,307 | 10 | 10 | 8 |
| ERP pre-implementation asset impairment and associated costs | — | 15,708 | (15,708) | (100) | — | 9 |
| Total operating expenses | 14,292 | 28,693 | (14,401) | (90) | 10 | 17 |
| Equity in earnings of unconsolidated joint ventures | 312 | 812 | (500) | (62) | — | — |
| Gain on sale of assets, net | 10 | 16,896 | (16,886) | (100) | — | 10 |
| (Loss) income from operations | (3,181) | 1,204 | (4,385) | (364) | (2) | — |
| Interest expense | 1,434 | 1,977 | (543) | (27) | 1 | 1 |
| Other (income) expense, net | (219) | 791 | (1,010) | (128) | — | — |
| Net loss before income tax | (4,396) | (1,564) | (2,832) | 181 | (3) | (1) |
| Income tax expense | — | — | — | — | — | — |
| Net loss | \$ (4,396) | \$ (1,564) | \$ (2,832) | 181% | (3)% | (1)% |

Revenue and gross margin

The following table sets forth selected revenue and gross margin data for the three months ended October 3, 2025 compared to the three months ended September 27, 2024:

| (In thousands, except percentage data) | Three Months Ended | | | |
|--|--------------------|--------------------|-------------|----------|
| | October 3, 2025 | September 27, 2024 | \$ Change | % Change |
| Shimmick Projects | | | | |
| Revenue | \$ 106,826 | \$ 101,475 | \$ 5,351 | 5% |
| Gross Margin | \$ 9,964 | \$ 6,181 | \$ 3,783 | 61% |
| Gross Margin (%) | 9% | 6% | | |
| Non-Core Projects | | | | |
| Revenue | \$ 35,094 | \$ 64,560 | \$ (29,466) | (46)% |
| Gross Margin | \$ 825 | \$ 6,008 | \$ (5,183) | (86)% |
| Gross Margin (%) | 2% | 9% | | |
| Consolidated Total | | | | |
| Revenue | \$ 141,920 | \$ 166,035 | \$ (24,115) | (15)% |
| Gross Margin | \$ 10,789 | \$ 12,189 | \$ (1,400) | (11)% |
| Gross Margin (%) | 8% | 7% | | |

Shimmick Projects

Projects started after the AECOM Sale Transaction ("Shimmick Projects") have focused on critical infrastructure aligned with our strategy, including water, climate resilience, energy transition and sustainable transportation. Revenue recognized on Shimmick Projects was \$107 million and \$101 million for the three months ended October 3, 2025 and September 27, 2024, respectively. The \$6 million increase in revenue was primarily the result of \$25 million of revenue from new projects ramping up, partially offset by a \$19 million decrease from lower activity on existing projects and projects winding down.

Gross margin recognized on Shimmick Projects was \$10 million and \$6 million for the three months ended October 3, 2025 and September 27, 2024, respectively. The \$4 million increase in the gross margin was primarily the result of \$8 million of increases of gross margin from new higher margin projects ramping up, partially offset by \$4 million of decreases in gross margin from lower activity on existing projects and projects winding down.

Non-Core Projects

As part of the AECOM Sale Transaction, we acquired projects and backlog that were started under prior ownership (formerly referred to as "Legacy and Foundations Projects"). Separately, the Company entered into an agreement to sell the assets of our foundation drilling Non-Core Projects in the second quarter of 2024 and continued to wind down the remaining work which is largely completed.

Non-Core Projects revenue was \$35 million and \$65 million for the three months ended October 3, 2025 and September 27, 2024, respectively. The \$30 million decrease was primarily the result of the favorable GGB Project settlement, which included a \$31 million increase to revenue during the three months ended September 27, 2024 and which did not reoccur during the three months ended October 3, 2025.

Gross margin recognized on Non-Core Projects was \$1 million for the three months ended October 3, 2025 as compared to \$6 million for the three months ended September 27, 2024. The \$5 million decrease was primarily the result of the favorable GGB Project settlement, which contributed \$11 million to gross margin during the three months ended September 27, 2024, partially offset by \$3 million of costs during the three months ended September 27, 2024 which did not reoccur during the three months ended October 3, 2025.

A subset of Non-Core Projects ("Non-Core Loss Projects") have experienced significant cost overruns due to the COVID pandemic, design issues, legal costs and other factors. In the Non-Core Loss Projects, we have recognized the estimated costs to complete and the loss expected from these projects. If the estimates of costs to complete fixed-price contracts indicate a further loss, the entire amount of the additional loss expected over the life of the project is recognized as a period cost in the cost of revenue. As these Non-Core Loss Projects continue to wind down to completion, no further gross margin will be recognized and in some cases, there may be additional costs associated with these projects that could lower gross margin. Revenue recognized on these Non-Core Loss Projects was \$31 million and \$49 million for the three months ended October 3, 2025 and September 27, 2024, respectively. Gross margin recognized on these Non-Core Loss Projects was \$1 million and \$10 million for the three months ended October 3, 2025 and September 27, 2024, respectively. The change in gross margin was primarily the result of the GGB Project settlement discussed above.

Selling, general and administrative expenses

Selling, general and administrative expenses increased by \$1 million during the three months ended October 3, 2025 primarily as the result of increased legal costs associated with the Pipefitters Union lawsuit during the three months ended October 3, 2025.

Equity in earnings of unconsolidated joint ventures

Equity in earnings of unconsolidated joint ventures decreased by \$1 million during the three months ended October 3, 2025 primarily as the result of increased costs due to schedule extensions experienced during the three months ended October 3, 2025.

Gain on sale of assets, net

Gain on sale of assets, net decreased by \$17 million during the three months ended October 3, 2025 primarily due to the gain recognized on the transaction for the sale-leaseback of our equipment yard in Tracy, California during the three months ended September 27, 2024 that did not reoccur during the three months ended October 3, 2025.

Interest expense

Interest expense decreased by \$1 million during the three months ended October 3, 2025 primarily due to reduced average long-term debt balances outstanding during the three months ended October 3, 2025 as compared to the three months ended September 27, 2024.

Other (income) expense, net

Other (income) expense, net increased by \$1 million during the three months ended October 3, 2025 primarily as the result of expenses recognized associated with the change in fair value of contingent consideration and other costs incurred during the three months ended September 27, 2024 which did not reoccur during the three months ended October 3, 2025.

Income tax expense

Due to an expected tax loss for the fiscal year ending 2025 and a realized tax loss for the fiscal year ended 2024, no income tax expense was recorded for either the three months ended October 3, 2025 or the three months ended September 27, 2024.

Net loss

Net loss increased by \$3 million to a net loss of \$4 million for the three months ended October 3, 2025, primarily due to a \$17 million decrease in gain on sale of assets, net, a decrease in gross margin of \$1 million, an increase in Selling, general and administrative expenses of \$1 million and a decrease in earnings of unconsolidated joint ventures of \$1 million, partially offset by a decrease in ERP pre-implementation asset impairment and associated costs of \$16 million, an increase in other (income) expense, net of \$1 million and a decrease in interest expense of \$1 million, all as described above.

Nine Months Ended October 3, 2025 compared to the Nine Months Ended September 27, 2024

The following table sets forth selected financial data for the nine months ended October 3, 2025 compared to the nine months ended September 27, 2024:

| (In thousands, except percentage data) | Nine Months Ended | | \$ Change | % Change | % of Revenue | |
|--|--------------------|-----------------------|------------------|--------------|--------------------|-----------------------|
| | October 3, 2025 | September 27, 2024 | | | October 3, 2025 | September 27, 2024 |
| Revenue | \$ 392,432 | \$ 376,684 | \$ 15,748 | 4% | 100% | 100% |
| Cost of revenue | 368,818 | 411,485 | (42,667) | (10) | 94 | 109 |
| Gross margin | 23,614 | (34,801) | 58,415 | (168) | 6 | (9) |
| Selling, general and administrative expenses | 43,701 | 47,878 | (4,177) | (9) | 11 | 13 |
| ERP pre-implementation asset impairment and associated costs | — | 15,708 | (15,708) | (100) | — | 4 |
| Total operating expenses | 43,701 | 63,586 | (19,885) | (109) | 11 | 17 |
| Equity in earnings (loss) of unconsolidated joint ventures | 851 | (779) | 1,630 | (209) | — | — |
| Gain on sale of assets, net | 80 | 20,585 | (20,505) | (100) | — | 5 |
| Loss from operations | (19,156) | (78,581) | 59,425 | (76) | (5) | (21) |
| Interest expense | 3,747 | 4,370 | (623) | (14) | 1 | 1 |
| Other (income) expense, net | (371) | 3,335 | (3,706) | (111) | — | 1 |
| Net loss before income tax | (22,532) | (86,286) | 63,754 | (74) | (6) | (23) |
| Income tax expense | — | — | — | — | — | — |
| Net loss | \$ (22,532) | \$ (86,286) | \$ 63,754 | (74)% | (6)% | (23)% |

Revenue and gross margin

The following table sets forth selected revenue and gross margin data for the nine months ended October 3, 2025 compared to the nine months ended September 27, 2024:

| (In thousands, except percentage data) | Nine Months Ended | | \$ Change | % Change |
|--|-------------------|--------------------|-------------|----------|
| | October 3, 2025 | September 27, 2024 | | |
| Shimmick Projects | | | | |
| Revenue | \$ 312,599 | \$ 275,457 | \$ 37,142 | 13% |
| Gross Margin | \$ 30,150 | \$ 10,316 | \$ 19,834 | 192% |
| Gross Margin (%) | 10% | 4% | | |
| Non-Core Projects | | | | |
| Revenue | \$ 79,833 | \$ 101,227 | \$ (21,394) | (21)% |
| Gross Margin | \$ (6,536) | \$ (45,117) | \$ 38,581 | (86)% |
| Gross Margin (%) | (8)% | (45)% | | |
| Consolidated Total | | | | |
| Revenue | \$ 392,432 | \$ 376,684 | \$ 15,748 | 4% |
| Gross Margin | \$ 23,614 | \$ (34,801) | \$ 58,415 | (168)% |
| Gross Margin (%) | 6% | (9)% | | |

Shimmick Projects

Revenue recognized on Shimmick Projects was \$313 million and \$275 million for the nine months ended October 3, 2025 and September 27, 2024, respectively. The \$38 million increase in revenue was primarily the result of \$62 million of revenue from new higher margin projects ramping up and \$31 million of revenue from a California Palisades fire clean-up project, partially offset by \$55 million of decreases in revenue from lower activity on existing projects and projects winding down.

Gross margin recognized on Shimmick Projects was \$30 million and \$10 million for the nine months ended October 3, 2025 and September 27, 2024, respectively. The \$20 million increase in the gross margin was primarily the result of \$13 million in gross margin from new projects ramping up and \$7 million in gross margin from a California Palisades fire clean-up project.

Non-Core Projects

Non-Core Projects revenue was \$80 million and \$101 million for the nine months ended October 3, 2025 and September 27, 2024, respectively. The \$21 million decrease was primarily the result of a \$13 million reduction to revenue as a result of a project

completing and the favorable GGB Project settlement which included a \$31 million increase to revenue during the third quarter of 2024, which did not reoccur during the nine months ended October 3, 2025. These impacts were partially offset by the settlement on a federal lock and dam Non-Core Project which included a \$23 million reduction to revenue during the second quarter of 2024, which also did not reoccur during the nine months ended October 3, 2025.

Gross margin was \$(7) million for the nine months ended October 3, 2025 as compared to \$(45) million for the nine months ended September 27, 2024. The \$38 million increase was primarily the result of the settlement on a federal lock and dam Non-Core Project discussed above which included a \$30 million reduction to gross margin during the second quarter of 2024 as well as \$19 million of cost increases for time and design-related schedule extensions identified during the nine months ended September 27, 2024 which did not reoccur during the nine months ended October 3, 2025. These improvements in margin from prior period were partially offset by the favorable GGB Project settlement, which contributed \$11 million to gross margin during the third quarter of 2024 and did not reoccur during the nine months ended October 3, 2025.

A subset of Non-Core Projects ("Non-Core Loss Projects") have experienced significant cost overruns due to the COVID pandemic, design issues, legal costs and other factors. In the Non-Core Loss Projects, we have recognized the estimated costs to complete and the loss expected from these projects. If the estimates of costs to complete fixed-price contracts indicate a further loss, the entire amount of the additional loss expected over the life of the project is recognized as a period cost in the cost of revenue. As these Non-Core Loss Projects continue to wind down to completion, no further gross margin will be recognized and in some cases, there may be additional costs associated with these projects that could lower gross margin. Revenue recognized on these Non-Core Loss Projects was \$61 million and \$57 million for the nine months ended October 3, 2025 and September 27, 2024, respectively. Gross margin recognized on these Non-Core Loss Projects was \$(3) million and \$(34) million for the nine months ended October 3, 2025 and September 27, 2024, respectively. The change in gross margin was primarily the result of the settlement of the claims discussed above as well as cost increases for time and design-related schedule extensions during the nine months ended September 27, 2024 which did not reoccur during the nine months ended October 3, 2025.

Selling, general and administrative expenses

Selling, general and administrative expenses decreased by \$4 million during the nine months ended October 3, 2025 primarily as a result of the continued implementation of our transformation plan.

Equity in earnings (loss) of unconsolidated joint ventures

Equity in earnings (loss) of unconsolidated joint ventures increased by \$2 million during the nine months ended October 3, 2025 primarily as the result of increased costs due to schedule extensions experienced during the nine months ended September 27, 2024 which did not reoccur during the nine months ended October 3, 2025.

Gain on sale of assets, net

Gain on sale of assets, net decreased by \$21 million during the nine months ended October 3, 2025 primarily due to the \$17 million gain recognized on the transaction for the sale-leaseback of our equipment yard in Tracy, California and the \$4 million gain recognized on the sale of the assets of our foundation drilling Non-Core Projects, each of which occurred during the nine months ended September 27, 2024 and did not reoccur during the nine months ended October 3, 2025.

Interest expense

Interest expense remained approximately flat period over period.

Other (income) expense, net

Other (income) expense, net increased by \$4 million during the nine months ended October 3, 2025 primarily as the result of a \$1 million loss recognized on the settlement of certain claims with AECOM as well as expenses recognized associated with the change in fair value of contingent consideration and other costs incurred during the nine months ended September 27, 2024 which did not reoccur during the nine months ended October 3, 2025.

Income tax expense

Due to an expected tax loss for the fiscal year ending 2025 and a realized tax loss for the fiscal year ended 2024, no income tax expense was recorded for either the nine months ended October 3, 2025 or the nine months ended September 27, 2024.

Net loss

Net loss decreased by \$63 million to a net loss of \$23 million for the nine months ended October 3, 2025, primarily due to increase in gross margin of \$58 million, a decrease in ERP pre-implementation asset impairment and associated costs of \$16 million, a decrease in selling, general and administrative expenses of \$4 million, an increase in other (income) expense, net of \$4 million and an increase in equity in earnings (loss) of unconsolidated joint ventures of \$2 million, partially offset by a \$21 million decrease in gain on sale of assets, net, all as described above.

Non-GAAP Financial Measures

We report our financial results in accordance with GAAP. However, management believes that certain non-GAAP financial measures provide investors with additional useful information in evaluating our performance. Therefore, to supplement our condensed consolidated financial statements, we provide investors with certain non-GAAP financial measures, including Adjusted net loss and Adjusted EBITDA.

Adjusted Net (Loss) Income

Adjusted net (loss) income represents Net loss attributable to Shimmick Corporation adjusted to eliminate stock-based compensation, ERP pre-implementation asset impairment and associated costs, legal fees and other costs for Non-Core Projects and other costs. We have also made an adjustment for transformation costs we have incurred including advisory costs in connection with settling outstanding claims, exiting the Non-Core Projects and transforming the Company to shift our strategy to meet the nation's growing need for water and other critical infrastructure and grow our business.

We have included Adjusted net (loss) income in this Form 10-Q because it is a key measure used by our management and board of directors to understand and evaluate our core operating performance and trends, to prepare and approve our annual budget and to develop short and long-term operational plans. In particular, we believe that the exclusion of the income and expenses eliminated in calculating Adjusted net (loss) income can provide a useful measure for period-to-period comparisons of our core business. Accordingly, we believe that Adjusted net (loss) income provides useful information to investors and others in understanding and evaluating our results of operations.

Our use of Adjusted net (loss) income as an analytical tool has limitations, and you should not consider it in isolation or as a substitute for analysis of our financial results as reported under GAAP. Some of these limitations are:

- Adjusted net (loss) income does not reflect changes in, or cash requirements for, our working capital needs,
- Adjusted net (loss) income does not reflect the potentially dilutive impact of stock-based compensation, and
- other companies, including companies in our industry, might calculate Adjusted net (loss) income or similarly titled measures differently, which reduces their usefulness as comparative measures.

Because of these and other limitations, you should consider Adjusted net (loss) income alongside Net loss attributable to Shimmick Corporation, which is the most directly comparable GAAP measure.

Adjusted EBITDA

Adjusted EBITDA represents our Net loss attributable to Shimmick Corporation before interest expense, income tax expense and depreciation and amortization, adjusted to eliminate stock-based compensation, ERP pre-implementation asset impairment and associated costs, legal fees and other costs for Non-Core Projects and other costs. We have also made an adjustment for transformation costs we have incurred including advisory costs in connection with settling outstanding claims, exiting the Non-Core Projects and transforming the Company to shift our strategy to meet the nation's growing need for water and other critical infrastructure and grow our business.

We have included Adjusted EBITDA in this Form 10-Q because it is a key measure used by our management and board of directors to understand and evaluate our core operating performance and trends, to prepare and approve our annual budget and to develop short and long-term operational plans. In particular, we believe that the exclusion of the income and expenses eliminated in calculating Adjusted EBITDA can provide a useful measure for period-to-period comparisons of our core business. Accordingly, we believe that Adjusted EBITDA provides useful information to investors and others in understanding and evaluating our results of operations.

Our use of Adjusted EBITDA as an analytical tool has limitations, and you should not consider it in isolation or as a substitute for analysis of our financial results as reported under GAAP. Some of these limitations are:

- although depreciation and amortization are non-cash charges, the assets being depreciated and amortized might have to be replaced in the future, and Adjusted EBITDA does not reflect cash capital expenditure requirements for such replacements or for new capital expenditure requirements,
- Adjusted EBITDA does not reflect changes in, or cash requirements for, our working capital needs,
- Adjusted EBITDA does not reflect the potentially dilutive impact of stock-based compensation,
- Adjusted EBITDA does not reflect interest or tax payments that would reduce the cash available to us, and
- other companies, including companies in our industry, might calculate Adjusted EBITDA or similarly titled measures differently, which reduces their usefulness as comparative measures.

Because of these and other limitations, you should consider Adjusted EBITDA alongside Net loss attributable to Shimmick Corporation, which is the most directly comparable GAAP measure.

See reconciliations below:

| | Three Months Ended | | Nine Months Ended | |
|---|--------------------|-----------------------|--------------------|-----------------------|
| | October 3, 2025 | September 27, 2024 | October 3, 2025 | September 27, 2024 |
| <i>(In thousands)</i> | | | | |
| Net loss attributable to Shimmick Corporation | \$ (4,396) | \$ (1,564) | \$ (22,691) | \$ (86,286) |
| Transformation costs ⁽¹⁾ | 142 | 1,924 | 1,582 | 4,532 |
| Stock-based compensation | 1,202 | 1,337 | 4,520 | 3,304 |
| ERP pre-implementation asset impairment and associated costs ⁽²⁾ | — | 15,708 | — | 15,708 |
| Legal fees and other costs for Non-Core Projects ⁽³⁾ | 2,652 | 6,436 | 3,746 | 11,796 |
| Other ⁽⁴⁾ | 164 | 414 | 397 | 860 |
| Adjusted net (loss) income | \$ (236) | \$ 24,255 | \$ (12,446) | \$ (50,086) |

| | Three Months Ended | | Nine Months Ended | |
|---|--------------------|-----------------------|--------------------|-----------------------|
| | October 3, 2025 | September 27, 2024 | October 3, 2025 | September 27, 2024 |
| <i>(In thousands)</i> | | | | |
| Net loss attributable to Shimmick Corporation | \$ (4,396) | \$ (1,564) | \$ (22,691) | \$ (86,286) |
| Interest expense | 1,434 | 1,977 | 3,747 | 4,370 |
| Income tax expense | — | — | — | — |
| Depreciation and amortization | 3,131 | 3,447 | 9,840 | 11,646 |
| Transformation costs ⁽¹⁾ | 142 | 1,924 | 1,582 | 4,532 |
| Stock-based compensation | 1,202 | 1,337 | 4,520 | 3,304 |
| ERP pre-implementation asset impairment and associated costs ⁽²⁾ | — | 15,708 | — | 15,708 |
| Legal fees and other costs for Non-Core Projects ⁽³⁾ | 2,652 | 6,436 | 3,746 | 11,796 |
| Other ⁽⁴⁾ | 164 | 414 | 397 | 860 |
| Adjusted EBITDA | \$ 4,329 | \$ 29,679 | \$ 1,141 | \$ (34,070) |

(1) Consists of transformation-related costs we have incurred including advisory costs in connection with settling outstanding claims in connection with exiting certain Non-Core Projects as part of the Company's growth strategy to address and capitalize on the nation's growing need for water and other critical infrastructure.

(2) Reflects a strategic decision to enhance the Company's current ERP system rather than implementing a new platform which, due to prior capitalized costs and remaining contractual obligations, resulted in a one-time charge of \$16 million in the third quarter of fiscal 2024.

(3) Consists of legal fees and other costs incurred in connection with claims relating to Non-Core Projects.

(4) Consists of transaction-related costs and changes in fair value of contingent consideration remaining after the impact of transactions with our prior owner.

Liquidity and Capital Resources

Capital Requirements and Sources of Liquidity

During the nine months ended October 3, 2025 our capital expenditures were approximately \$6 million compared to \$10 million for the nine months ended September 27, 2024. Historically, we have had significant cash requirements in order to organically expand our business to undertake new projects. Our cash requirements include costs related to increased expenditures for equipment, facilities and information systems, purchase of materials and production of materials and cash to fund our organic expansion into new markets, including through joint ventures. Our working capital needs are driven by the seasonality and growth of our business, with our cash requirements greater in periods of growth. Additional cash requirements resulting from our growth include the costs of additional personnel, enhancing our information systems, our compliance with laws and rules applicable to being a public company and, in the future, our integration of any acquisitions. Unrestricted cash and cash equivalents at October 3, 2025 totaled \$18 million and availability under the Credit Agreement and ACF Credit Agreement totaled \$29 million and \$1 million, respectively, resulting in total liquidity of \$48 million.

We have historically relied upon cash available through operating activities, in addition to credit facilities and existing cash balances, to finance our working capital requirements and to support our growth.

However, we regularly monitor other potential capital sources, including equity and debt financing, in an effort to meet our planned expenditures and liquidity requirements. Our future success will be highly dependent on our ability to access outside sources of capital.

As is customary in our business, we are required to provide surety bonds to secure our performance under our contracts. Our ability to obtain surety bonds primarily depends upon our capitalization, working capital, past performance, management expertise and reputation and certain external factors, including the overall capacity of the surety market. Surety companies consider such factors in relationship to the amount of our backlog and their underwriting standards, which may change from time to time. We have pledged proceeds and other rights under our contracts to our bond surety company. Events that affect the insurance and bonding markets may result in bonding becoming more difficult to obtain in the future, or being available only at a significantly greater cost.

We believe that our operating, investing and financing cash flows are sufficient to fund our operations for at least the next twelve months. However, future cash flows are subject to a number of variables, and significant additional expenditures will be required to conduct our operations. There can be no assurance that operations and other capital resources will provide cash in sufficient amounts to maintain planned or future levels of expenditures. In the event we make one or more acquisitions and the amount of capital required is greater than the amount we have available for acquisitions at that time, we could be required to reduce the expected level of expenditures and/or seek additional capital. If we seek additional capital, we may do so through joint ventures, asset sales and sale-leaseback transactions, offerings of debt or equity securities or other means. We cannot guarantee that this additional capital will be available on acceptable terms or at all. If we are unable to obtain the funds we need, we may not be able to complete acquisitions that may be favorable to us or finance the expenditures necessary to conduct our operations.

Total debt outstanding on the condensed consolidated balance sheets is comprised of the following:

| <i>(In thousands)</i> | October 3, 2025 | January 3, 2025 |
|---------------------------------|------------------------|------------------------|
| Credit Agreement | \$ 33,636 | \$ 11,503 |
| ACF Credit Agreement | 14,280 | — |
| Ansley Loan Agreement | 12,971 | — |
| Unamortized debt issuance costs | (3,391) | (2,025) |
| Total debt, net | 57,496 | 9,478 |
| Less: Short-term debt, net | 3,446 | — |
| Total long-term debt, net | \$ 54,050 | \$ 9,478 |

Credit Agreement

On May 20, 2024, the Company, as guarantor, and its wholly-owned subsidiaries as borrowers (“Borrowers”), Alter Domus (US) LLC, as agent, and AECOM and Berkshire Hathaway Specialty Insurance Company (“BHSP”) as lenders, entered into a revolving credit facility (the “Credit Agreement”), which was most recently amended on October 31, 2025 to, among other things, permit the Company’s concurrent amendment to the Revolving Credit Facility and waive the specified noncompliance of the Material Project Documents covenant regarding entering into non-bonded contracts. As amended, the Credit Agreement provides borrowing capacity up to \$60 million. The obligations under the Credit Agreement bear interest at a per annum rate equal to One Month Term SOFR (as defined in the Credit Agreement), subject to a 1.00% floor, plus 3.50%. Interest on any outstanding amounts drawn under the Credit

Agreement will be payable, in kind or in cash at our election, on the last day of each month and upon prepayment. Payment-in-kind interest accrued and capitalized shall not constitute loan outstanding amounts for the purposes of calculating loan availability.

The Credit Agreement matures on May 20, 2029 (the “Maturity Date”), and the Borrowers may borrow, repay and reborrow amounts under the Credit Agreement until the Maturity Date.

Obligations of the Borrowers under the Credit Agreement are guaranteed by the Company and secured by a lien on substantially all assets of the Company and the Borrowers.

The Credit Agreement contains customary affirmative and negative covenants for a transaction of this type, including covenants that limit liens, asset sales and investments, in each case subject to negotiated exceptions and baskets. In addition, the Credit Agreement contains a maximum leverage ratio covenant as tested quarterly commencing with the close of the fourth quarter of 2026. The Credit Agreement also contains representations and warranties and event of default provisions customary for a transaction of this type. The

Company is not aware of any instances of noncompliance with non-financial or financial covenants as of October 3, 2025.

ACF Credit Agreement

On March 12, 2025, we entered into a credit agreement (“ACF Credit Agreement”) with ACF FINCO I LP, which provides a total commitment of \$15 million and bears interest at an annual rate of adjusted term SOFR (as defined in the ACF Credit Agreement), subject to a 2.0% floor, plus 4.50%. Further, the ACF Credit Agreement is subject to an annual unused line fee of 0.50%. The ACF Credit Agreement includes certain financial operating covenants, including a minimum liquidity requirement of \$5 million. The ACF Credit Agreement matures on the earlier of March 12, 2028 or 90 days prior to the maturity date of the Credit Agreement. As of October 3, 2025, we are not aware of any instances of noncompliance with non-financial or financial covenants.

Ansley Loan Agreement

On March 31, 2025, we entered into a loan and security agreement (the “Ansley Loan Agreement”) with Ansley Park Capital LLC which provides for a borrowing capacity of \$15.0 million as evidenced by two promissory notes (each, a “Promissory Note,” and together, the “Promissory Notes”).

Each Promissory Note has a maturity date of April 1, 2031, and accrues interest at a rate of 12.50% per annum. Pursuant to the terms of the Ansley Loan Agreement, we granted a security interest in (a) certain items of equipment described therein, (b) all leases, rental contracts, chattel paper, accounts, security deposits and general intangibles relating thereto and (c) and any and all proceeds thereof as collateral for the payments under the Ansley Loan Agreement. The Ansley Loan Agreement contains customary affirmative and negative covenants for a transaction of this type. In connection with the Ansley Loan Agreement, we entered into a separate

guaranty agreement (each, a “Guaranty Agreement,” and together, the “Guaranty Agreements”) in favor of the Ansley Park Capital LLC unconditionally guaranteeing our liabilities and the liabilities of one of our wholly-owned subsidiaries under the Ansley Loan Agreement. As of October 3, 2025, we are not aware of any instances of noncompliance with non-financial or financial covenants.

Revolving Credit Facility

On March 27, 2023, we entered into the Revolving Credit Facility with MidCap Financial Services, LLC, which originally provided a total commitment of \$30 million. The Revolving Credit Facility was terminated on March 12, 2025 upon execution of the ACF Credit Agreement.

During the three and nine months ended October 3, 2025, the Company paid \$450 thousand and \$1 million in cash interest, respectively, and accrued \$3 million in non-cash payment-in-kind interest as of October 3, 2025.

ATM Agreement

On September 8, 2025, the Company entered into an At The Market Offering Agreement (the “Sales Agreement”) with Roth Capital Partners, LLC (the “Sales Agent”). Under the Sales Agreement, the Sales Agent may, at the Company’s discretion, sell up to \$7.8 million of shares of the Company’s common stock, in “at the market offerings” as defined in Rule 415 under the Securities Act of 1933, as amended. The shares will be sold pursuant to the Company’s Registration Statement on Form S-3 (File No. 333-288513), declared effective by the SEC on July 10, 2025, and the related prospectus supplement (the “Prospectus Supplement”) dated September 8, 2025 filed with the SEC in connection with the offer and sale of the shares.

The Company is not obligated to make any sales of shares under the Sales Agreement, and no assurance can be given that the Company will sell any shares under the Sales Agreement, or, if the Company does, as to the price or amount of shares that the Company will sell, or the dates on which any such sales will take place. The Company or the Sales Agent, under certain circumstances and upon notice to the other, may suspend the offering of the shares under the Sales Agreement. The offering of the Shares pursuant to

the Sales Agreement will terminate upon the sale of shares in an aggregate offering amount equal to \$7.8 million, or sooner if either the Company or the Sales Agent terminates the Sales Agreement. The Company will pay the Sales Agent a cash commission in an amount up to 3% of the gross proceeds from each sale of Shares sold pursuant to the Sales Agreement and will reimburse the Sales Agent for the documented fees and costs of its legal counsel reasonably incurred in connection with entering into the transactions contemplated by the Sales Agreement in an amount not to exceed \$50,000 in the aggregate.

The Company made certain customary representations, warranties and covenants in the Sales Agreement concerning the Company and its subsidiaries and the Registration Statement, Prospectus, Prospectus Supplement and other documents and filings relating to the offering of the shares. In addition, the Company has agreed to indemnify the Sales Agent against certain liabilities, including liabilities under the Securities Act. The shares to be sold under the Sales Agreement, if any, will be issued and sold pursuant to the Company's Registration Statement, and its Prospectus Supplement related thereto.

Cash Flows Analysis

The following table sets forth our cash flows for the periods indicated:

| <i>(In thousands)</i> | Nine Months Ended | |
|---|----------------------------|-------------------------------|
| | October 3, 2025 | September 27, 2024 |
| Net cash used in operating activities | \$ (65,732) | \$ (66,183) |
| Net cash provided by investing activities | 1,941 | 18,389 |
| Net cash provided by financing activities | 46,921 | 10,457 |
| Net decrease in cash, cash equivalents and restricted cash | (16,870) | (37,337) |
| Cash, cash equivalents and restricted cash, beginning of period | 35,795 | 63,910 |
| Cash, cash equivalents and restricted cash, end of period | <u>\$ 18,925</u> | <u>\$ 26,573</u> |

Operating Activities

During the nine months ended October 3, 2025, net cash used in operating activities was \$66 million, consistent with net cash used in operating activities of \$66 million for the nine months ended September 27, 2024. Cash flows used in operating activities were driven by net loss, adjusted for various non-cash items and changes in contract liabilities, contract assets, accounts payable and accrued expenses balances, other assets and liabilities, accounts receivable and accrued salaries and wages as discussed below.

Operating assets and liabilities — The change in operating assets and liabilities varies due to fluctuations and timing in operating activities. The changes in the components of operating assets and liabilities during the nine months ended October 3, 2025 and September 27, 2024 were as follows:

| <i>(In thousands)</i> | Nine Months Ended | |
|--|----------------------------|-------------------------------|
| | October 3, 2025 | September 27, 2024 |
| Accounts receivable, net | \$ 1,203 | \$ 663 |
| Contract assets | (24,430) | (2,418) |
| Accounts payable | 25,856 | (12,149) |
| Contract liabilities | (55,166) | (18,157) |
| Accrued salaries, wages and benefits | (1,979) | 2,489 |
| Accrued expenses | (3,022) | 34,165 |
| Other assets and liabilities | (4,435) | 7,436 |
| Changes in operating assets and liabilities, net | <u>\$ (61,973)</u> | <u>\$ 12,029</u> |

During the nine months ended October 3, 2025, the decrease in operating assets and liabilities was \$62 million, which was primarily driven by decreases in contract liabilities and increases in contract assets, partially offset by increases in accounts payable. The Company's operating assets and liabilities fluctuations are impacted by the mix of projects in backlog, seasonality, the timing of new awards and related payments for work performed and the contract billings to the customer as projects are completed. Operating assets and liabilities are also impacted at period end by the timing of accounts receivable collections and accounts payable payments for projects.

Investing Activities

For the nine months ended October 3, 2025, net cash provided by investing activities was \$2 million, which was primarily driven by proceeds from the sale of assets of \$5 million and return of investment in unconsolidated joint ventures of \$3 million, partially offset by purchases of property, plant and equipment of \$6 million.

For the nine months ended September 27, 2024, net cash provided by investing activities was \$18 million, which was primarily driven by proceeds from the sale of assets of \$32 million, partially offset by purchases of property, plant and equipment of \$10 million and contributions to unconsolidated joint ventures of \$3 million.

Financing Activities

For the nine months ended October 3, 2025, net cash provided by financing activities was \$47 million, which primarily consisted of net borrowings from credit and loan agreements of \$49 million, partially offset by \$2 million of other, net which is primarily comprised of debt issuance costs incurred for the ACF Credit Agreement and Ansley Loan Agreement entered into during the first quarter of 2025.

For the nine months ended September 27, 2024, net cash provided by financing activities was \$10 million, which primarily consisted of net borrowings from credit facilities of \$12 million, partially offset by \$2 million of debt issuance costs incurred for the Credit Facility agreement and associated amendment entered into during the second and third quarters of 2024.

Letters of Credit

We obtain standby letters of credit required by our insurance carriers. The Company did not have any letters of credit outstanding as of October 3, 2025 or January 3, 2025.

Contractual Obligations

Contractual obligations of the Company consisted of liabilities associated with remaining lease payments for the remainder of the fiscal year ending January 2, 2026 through the fiscal years ending through January 3, 2030 of approximately \$1 million, \$6 million, \$4 million, \$4 million, \$3 million, respectively, and approximately \$3 million in the aggregate thereafter based on balances outstanding as of October 3, 2025.

Backlog

Our backlog consists of the remaining unearned revenue on awarded contracts, including our pro-rata share of work to be performed by unconsolidated joint ventures, less the joint venture partners' pro-rata share of work to be performed by consolidated joint ventures. We include in backlog estimates of the amount of consideration to be received, including bonuses, awards, incentive fees, fixed-price awards, claims, unpriced change orders, penalties, minimum customer commitments on cost plus arrangements, liquidated damages and certain time and material arrangements in which the estimated value is firm or can be estimated with a reasonable amount of certainty in both timing and amounts. As construction on our contracts progresses, we increase or decrease backlog to take account of changes in estimated quantities under fixed-price contracts, as well as to reflect changed conditions, change orders and other variations from initially anticipated contract revenue and costs, including completion penalties and bonuses. Substantially all of the contracts in our backlog may be canceled or modified at the election of the customer.

As of October 3, 2025, we had a backlog of projects of \$754 million.

The following tables present the Company's percentage of backlog by customer type, contract type and backlog recognized:

| | As of October 3, 2025 |
|----------------------------------|----------------------------------|
| Backlog by customer type: | |
| State and local agencies | 66% |
| Federal agencies | 19% |
| Private owners | 15% |
| Total backlog | 100% |

| | As of October 3, 2025 |
|----------------------------------|----------------------------------|
| Backlog by contract type: | |
| Fixed-price | 87% |
| Cost reimbursable | 13% |
| Total backlog | 100% |

| | As of October 3, 2025 |
|--------------------------------------|----------------------------------|
| Estimated backlog recognized: | |
| 0 to 24 months | 85% |
| 25 to 36 months | 5% |
| Beyond 36 months | 10% |
| Total backlog | 100% |

Off-Balance Sheet Arrangements

In our joint ventures, the liability of each partner is usually joint and several. This means that each joint venture partner may become liable for the entire risk of performance guarantees provided by each partner to the customer. Typically each joint venture partner indemnifies the other partners for any liabilities incurred in excess of the liabilities the other party is obligated to bear under the respective joint venture agreement. We are unable to estimate the maximum potential amount of future payments that we could be required to make under outstanding performance guarantees related to joint venture projects due to a number of factors, including but not limited to, the nature and extent of any contractual defaults by our joint venture partners, resource availability, potential performance delays caused by the defaults, the location of the projects, and the terms of the related contracts.

Critical Accounting Estimates

The discussion of our financial condition and results of operations is based upon our condensed consolidated financial statements, which have been prepared in accordance with GAAP. The preparation of these financial statements requires us to make estimates and judgments that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. We evaluate our estimates and assumptions on an ongoing basis. The results of our analysis form the basis for making assumptions about the carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions or conditions, and the impact of such differences may be material to our condensed consolidated financial statements.

Our critical accounting estimates are described in more detail in Item 7, Management’s Discussion and Analysis of Financial Condition and Results of Operations, of our Form 10-K. There have been no other significant changes in our critical accounting estimates from those reported in our Form 10-K and we believe that the related judgments and assessments have been consistently applied and produce financial information that fairly depicts the financial condition, results of operations, and cash flows for all periods presented.

Emerging Growth Company and Smaller Reporting Company

We are an “emerging growth company,” as defined in the JOBS Act. For so long as we are an emerging growth company, we will, among other things:

- not be required to comply with the auditor attestation requirements of Section 404(b) of the Sarbanes-Oxley Act,
- not be required to hold a nonbinding advisory stockholder vote on executive compensation pursuant to Section 14A(a) of the Exchange Act,
- not be required to seek stockholder approval of any golden parachute payments not previously approved pursuant to Section 14A(b) of the Exchange Act,
- be exempt from any rule adopted by the Public Company Accounting Oversight Board, requiring mandatory audit firm rotation and identification of critical audit matters,
- be subject to reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements, and
- be subject to reduced obligations with respect to financial data, including presenting only two years of audited financial statements and only two years of selected financial data in the Form 10-K.

In addition, Section 107 of the JOBS Act provides that an emerging growth company can use the extended transition period provided in Section 7(a)(2)(B) of the Securities Act, for complying with new or revised accounting standards. This permits an emerging growth company to delay the adoption of certain accounting standards until those standards would otherwise apply to private companies. The Company has elected to use this extended transition period for complying with new or revised accounting standards that have different effective dates for public and private companies until the earlier of the date that it (i) is no longer an emerging growth company or (ii) affirmatively and irrevocably opts out of the extended transition period provided in the JOBS Act. As a result, these financial statements may not be comparable to companies that comply with the new or revised accounting pronouncements as of public company effective dates.

We will continue to qualify as an emerging growth company until the earliest of:

- the last day of our fiscal year following the fifth anniversary of the date of our initial public offering,
- the last day of our fiscal year in which we have annual gross revenue of \$1.235 billion or more,
- the date on which we have, during the previous three-year period, issued more than \$1.0 billion in non-convertible debt, and
- the date on which we are deemed to be a “large accelerated filer,” which will occur at such time as we (1) have an aggregate worldwide market value of common equity securities held by non-affiliates of \$700.0 million or more as of the last business day of our most recently completed second fiscal quarter, (2) have been required to file annual and quarterly reports under the Exchange Act for a period of at least 12 months and (3) have filed at least one annual report pursuant to the Exchange Act.

We are also a smaller reporting company as defined in the Exchange Act. We may continue to be a smaller reporting company even after we are no longer an emerging growth company. We may take advantage of certain of the scaled disclosures available to smaller reporting companies and will be able to take advantage of these scaled disclosures for so long as our voting and non-voting common stock held by non-affiliates is less than \$250.0 million measured on the last business day of our second fiscal quarter, or our annual revenue is less than \$100 million during the most recently completed fiscal year and our voting and non-voting common stock held by non-affiliates is less than \$700 million measured on the last business day of our second fiscal quarter.

Item 3. Quantitative and Qualitative Disclosures about Market Risk

Not applicable as we are a “smaller reporting company,” as defined in the Exchange Act.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

Our management is responsible for establishing and maintaining adequate internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act). Management, under the supervision and with the participation of the Chief Executive Officer and Interim Chief Financial Officer, has conducted an evaluation of the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act). In conducting our evaluation, management used the updated framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (“COSO”) in Internal Control–Integrated Framework (2013). Disclosure controls and procedures are designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is recorded,

processed, summarized and reported within the time periods specified in the SEC's rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is accumulated and communicated to our management, including our principal executive and principal financial officers, as appropriate to allow timely decisions regarding required disclosure.

Based on that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that as of October 3, 2025, our disclosure controls and procedures were not effective due to the material weaknesses in internal control over financial reporting described below. We have in place and are executing a remediation plan to address the material weaknesses described below.

As discussed in Item 9A of our Form 10-K, we identified material weaknesses in our internal control over financial reporting, which relate to the design and operation of internal control over financial reporting, including the lack of formal and effective controls over certain financial statement account balances, and lack of effective controls over the COSO principles including control environment, risk assessment, control activities, information and communications and monitoring as of January 3, 2025 and December 29, 2023.

Management performed additional analyses and other procedures to ensure that our condensed consolidated financial statements were prepared in accordance with U.S. Generally Accepted Accounting Principles ("U.S. GAAP"). Accordingly, management believes that the condensed consolidated financial statements included in this Form 10-Q fairly present, in all material respects, our financial position, results of operations, and cash flows as of and for the periods presented in this Form 10-Q, in accordance with U.S. GAAP.

Management's Plan to Remediate the Identified Material Weaknesses

We believe our current staff, which has changed over the last thirty-six months, possess the appropriate skillsets and public company reporting experience to prepare and report on complete and accurate financial statements. We have designed and implemented new entity level controls, information system general controls and financial reporting and business process controls associated with estimate at completion (revenue), payroll, treasury, property, plant and equipment and leases.

We have engaged a third-party advisory firm to evaluate the design and operating effectiveness of internal control over financial reporting as part of our remediation plan. We continue to evaluate our controls and will conduct such testing that is necessary to conclude on the design and operating effectiveness of the controls. Material weaknesses cannot be considered fully remediated until the existing controls have been in place and operating for a sufficient period of time to enable management to test and to conclude on the operating effectiveness of the controls. Additional remediation may be necessary as we continue to monitor and evaluate the effectiveness of controls.

Changes in Internal Control over Financial Reporting

With the exception of the implementation and enhancement of controls in connection with our remediation activities described above, there were no changes to our internal control over financial reporting during the quarter ended October 3, 2025 that have materially affected, or that are reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings

The information required with respect to this Part II, Item 1 can be found under Item 1., Financial Statements, Note 11 - Commitments and Contingencies, to the unaudited condensed consolidated financial statements included in Part I, Item 1 of this Form 10-Q.

Item 1A. Risk Factors

There have been no material changes to the risk factors disclosed in the Form 10-K.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

None

Item 3. Defaults Upon Senior Securities

None

Item 4. Mine Safety Disclosures

None

Item 5. Other Information

During the fiscal quarter ended October 3, 2025, none of our directors or executive officers adopted, modified or terminated any contract, instruction or written plan for the purchase or sale of Company securities that was intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) or any “non-Rule 10b5-1 trading arrangement.

Item 6. Exhibits

| <u>Exhibit Number</u> | <u>Description</u> |
|-----------------------|--|
| 10.1 | <u>At The Market Offering Agreement dated as of September 8, 2025, between Shimmick Corporation and Roth Capital Partners, LLC (incorporated by reference to Exhibit 10.1 of Shimmick Corporation's Current Report on Form 8-K filed on September 8, 2025)</u> |
| 10.2* | <u>Amendment No. 7 to Credit, Security and Guaranty Agreement, dated October 31, 2025, by and among Shimmick Construction Company, Inc., Rust Constructors Inc., The Leasing Corporation, Shimmick Corporation, the other guarantors party thereto, the agent thereunder, and the lenders time to time party thereto</u> |
| 31.1* | <u>Certification of Principal Executive Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</u> |
| 31.2* | <u>Certification of Principal Financial Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</u> |
| 32.1# | <u>Certification of Principal Executive Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</u> |
| 32.2# | <u>Certification of Principal Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</u> |
| 101.INS | Inline XBRL Instance Document – the instance document does not appear in the Interactive Data File because XBRL tags are embedded within the Inline XBRL document. |
| 101.SCH | Inline XBRL Taxonomy Extension Schema Document |
| 101.CAL | Inline XBRL Taxonomy Extension Calculation Linkbase Document |
| 101.DEF | Inline XBRL Taxonomy Extension Definition Linkbase Document |
| 101.LAB | Inline XBRL Taxonomy Extension Label Linkbase Document |
| 101.PRE | Inline XBRL Taxonomy Extension Presentation Linkbase Document |
| 104 | Cover Page Interactive Data File (embedded within the Inline XBRL document) |

* Filed herewith.

Furnished herewith

AMENDMENT NO. 7 TO CREDIT, SECURITY AND GUARANTY AGREEMENT

This AMENDMENT NO. 7 TO CREDIT, SECURITY AND GUARANTY AGREEMENT (this “**Agreement**”) is made as of this 31st day of October, 2025 (the “**Seventh Amendment Effective Date**”), by and among **SHIMMICK CONSTRUCTION COMPANY, INC.**, a California corporation (“**Shimmick**”), **RUST CONSTRUCTORS INC.**, a Delaware corporation, **THE LEASING CORPORATION**, a Nevada corporation, **AXIA ELECTRIC LLC**, a Delaware limited liability company (collectively, the “**Borrowers**” and each individually, a “**Borrower**”), **SHIMMICK CORPORATION** (f/k/a SCCI National Holdings, Inc.), a Delaware corporation (“**Holdings**”), **ALTER DOMUS (US) LLC**, a Delaware limited liability company, as Agent, and the financial institutions or other entities parties hereto, each as a Lender.

RECITALS

A. Agent, Lenders, Borrowers and Holdings have entered into that certain Credit, Security and Guaranty Agreement, dated as of May 20, 2024, as amended by that certain Amendment No. 1 to Credit, Security and Guaranty Agreement, dated as of September 25, 2024, Amendment No. 2 to Credit, Security and Guaranty Agreement, dated as of January 30, 2025, Amendment No. 3 and Limited Waiver to Credit, Security and Guaranty Agreement, dated as of March 12, 2025, Amendment No. 4 to Credit, Security and Guaranty Agreement, dated as of March 31, 2025, Amendment No. 5 to Credit Security and Guaranty Agreement, dated as of May 12, 2025 and Amendment No. 6 to Credit, Security and Guaranty Agreement, dated as of August 8 2025, and as supplemented by that certain Joinder No. 1 to Credit, Security and Guaranty Agreement, dated as of July 31, 2025 (as amended, the “**Existing Credit Agreement**” and as amended hereby and as it may be further amended, modified, supplemented and restated from time to time, the “**Credit Agreement**”), pursuant to which the Lenders have agreed to make certain advances of money and to extend certain financial accommodations to Borrowers in the amounts and manner set forth in the Credit Agreement.

B. Borrowers and Holdings have requested, and Agent and all Lenders have agreed, to amend certain provisions of the Existing Credit Agreement, in each case, in accordance with the terms and subject to the conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the terms and conditions set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent, Lenders, Borrowers and Holdings hereby agree as follows:

1. **Recitals.** This Agreement shall constitute a Financing Document and the Recitals and each reference to the Credit Agreement, unless otherwise expressly noted, will be deemed to reference the Credit Agreement as amended hereby. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement (including those capitalized terms used in the Recitals hereto).

2. **Amendments to Existing Credit Agreement.** Subject to the terms and conditions of this Amendment, including, without limitation, the satisfaction of the conditions set forth in Section 4 hereof, the Existing Credit Agreement is hereby amended as follows:

(a) Section 1.1 of the Existing Credit Agreement is hereby amended to add the following definition in the appropriate alphabetical order therein:

“**Seventh Amendment**” means that certain Amendment No. 7 to Credit, Security and Guaranty Agreement, dated as of October 31, 2025, by and among the Borrowers, Holdings, Agent and the Lenders.

(b) Section 1.1 of the Existing Credit Agreement is hereby amended by amending and restating the definition of “Financing Documents” in its entirety as follows:

“**Financing Documents**” means this Agreement, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, each Intercreditor Agreement, any Notes, the Agent Fee Letter, the Security Documents, each Subordination Agreement and any other subordination or intercreditor agreement pursuant to which any Debt and/or any Liens securing such Debt is subordinated to all or any portion of the Obligations and all other documents, instruments and agreements related to the Obligations and heretofore executed, executed concurrently herewith or executed at any time and from time to time hereafter, as any or all of the same may be amended, supplemented, restated or otherwise modified from time to time.

(c) Section 6.1 of the Existing Credit Agreement is hereby amended by replacing the reference to “October 2, 2026” therein with “January 1, 2027”.

(d) Section 7.2(g) of the Existing Credit agreement is hereby amended by replacing the reference to “October 2, 2026” therein with “January 1, 2027”.

(e) Section 13.3 of the Existing Credit Agreement is hereby amended by replacing the Agent’s notice information with the following:

“If to Agent:

Alter Domus (US) LLC
225 West Washington St., 9th Floor Chicago, IL 60606
Attn: Legal Department – Agency, Matthew Trybula and Nick Keelen
With a copy to (which copy shall not constitute notice): Holland & Knight LLP
150 N. Riverside Plaza, Suite 2700
Chicago, IL 60606
Attn: Joshua M. Spencer

3. **Representations and Warranties; Reaffirmation of Security Interest; No Liens.**

(a) Each Credit Party hereby confirms that all of the representations and warranties set forth in the Credit Agreement are true and correct in all material respects (without duplication of any materiality qualifier in the text of such representation or warranty) with respect to such Credit Party as of the date hereof except to the extent that any such representation or warranty relates to a specific date in which case such representation or warranty shall be true and correct as of such earlier date. Nothing herein

is intended to impair or limit the validity, priority or extent of Agent's security interests in and Liens on the Collateral.

(b) Each Credit Party acknowledges and agrees that the Credit Agreement, the other Financing Documents and this Agreement constitute the legal, valid and binding obligation of such Credit Party, and are enforceable against such Credit Party in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency or other similar laws relating to the enforcement of creditors' rights generally and by general equitable principles.

(c) Each Credit Party hereby confirms that as of the Seventh Amendment Effective Date, no Liens exist other than Permitted Liens.

4. **Conditions to Effectiveness.** This Agreement shall become effective as of the date on which each of the following conditions has been satisfied, as determined by Agent and the Lenders in their sole discretion:

(a) Agent and the Lenders shall have received a copy of this Agreement, dated as of even date herewith, duly-executed by each Credit Party, Agent and the Lenders.

(b) all representations and warranties of Credit Party contained herein shall be true and correct in all material respects (without duplication of any materiality qualifier in the text of such representation or warranty) as of the date hereof except to the extent that any such representation or warranty relates to a specific date in which case such representation or warranty shall be true and correct as of such earlier date (and such parties' delivery of their respective signatures hereto shall be deemed to be its certification thereof);

(c) prior to and after giving effect to the agreements set forth herein, no Default or Event of Default shall exist under any of the Financing Documents;

(d) Credit Parties shall have delivered such other documents, information, certificates, records, permits, and filings as the Agent and the Lenders may reasonably request;

(e) the Borrowers shall have paid the Agent's outstanding Admin Fee (as defined in the Agent Fee Letter); and

(f) payment of all fees, expenses and other amounts due and payable under the Credit Agreement, including all reasonable and documented legal fees and expenses of Agent and Lenders.

5. **Costs and Fees.** Credit Parties shall be responsible for the payment of all reasonable, documented and invoiced out-of-pocket costs and fees of counsel and other advisors of the Lenders incurred in connection with the preparation, negotiation, execution and delivery of this Agreement and any related Financing Documents.

6. **Release.**

(a) In consideration of, among other things, Agent's and the Lenders' execution and delivery of this Agreement, each Borrower and each other Credit Party, on behalf of itself and its agents, representatives, officers, directors, advisors, employees, subsidiaries, affiliates, successors and assigns (collectively, "**Releasors**"), hereby forever agrees and covenants not to sue or prosecute against any Releasee (as hereinafter defined) and hereby forever waives, releases and discharges, to the fullest extent permitted by law, each Releasee from any and all claims, whether known or unknown, (including, without

limitation, crossclaims, counterclaims, rights of set-off and recoupment), actions, causes of action, suits, debts, accounts, interests, liens, promises, warranties, damages and consequential damages, demands, agreements, bonds, bills, specialties, covenants, controversies, variances, trespasses, judgments, executions, costs, expenses or claims whatsoever, that such Releasor now has or hereafter may have, of whatsoever nature and kind, whether known or unknown, whether now existing or hereafter arising, whether arising at law or in equity (collectively, the “**Claims**”), against any or all of the Agent and Lenders in any capacity and their respective affiliates, subsidiaries, shareholders and “controlling persons” (within the meaning of the federal securities laws), and their respective successors and assigns and each and all of the officers, directors, employees, agents, attorneys, advisors and other representatives of each of the foregoing (collectively, the “**Releasees**”), based in whole or in part on facts, whether or not now known that relate to, arise out of or otherwise are in connection with: (i) any or all of the Financing Documents, including this Agreement, the AECOM L/C (as defined in the Ares First Lien Guaranty) or transactions contemplated thereby or any actions or omissions in connection therewith, and (ii) any aspect of the dealings or relationships between or among Borrowers and the other Credit Parties, on the one hand, and any or all of the Agent and Lenders, on the other hand, relating to any or all of the documents, transactions, actions or omissions referenced in clause (i) hereof. The receipt by a Borrower or any other Credit Party of any Loans or financial accommodations made by any Lender after the date hereof shall constitute a ratification, adoption, and confirmation by such party of the foregoing general release of all Claims against the Releasees that are based in whole or in part on facts, whether or not now known or unknown, existing on or prior to the date of receipt of any Loans or other financial accommodations. In entering into this Agreement, Borrowers and each other Credit Party consulted with, and has been represented by, legal counsel and expressly disclaims any reliance on any representations, acts or omissions by any of the Releasees and hereby agrees and acknowledges that the validity and effectiveness of the releases set forth above do not depend in any way on any such representations, acts and/or omissions or the accuracy, completeness or validity thereof. The provisions of this Section shall survive the termination of this Agreement, the Credit Agreement, the other Financing Documents and payment in full of the Obligations.

(b) Each Borrower and each other Credit Party hereby agrees that it shall be, jointly and severally, obligated to indemnify and hold the Releasees harmless with respect to any and all liabilities, obligations, losses, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by the Releasees, or any of them, whether direct, indirect or consequential, as a result of or arising from or relating to any proceeding by or on behalf of any Person, including, without limitation, the respective officers, directors, agents, trustees, creditors, partners or shareholders of any Borrower, any other Credit Party, or any of their respective Subsidiaries, whether threatened or initiated, in respect of any claim for legal or equitable remedy under any statute, regulation or common law principle arising from or in connection with the negotiation, preparation, execution, delivery, performance, administration and enforcement of the Credit Agreement, the other Financing Documents, this Agreement or any other document executed and/or delivered in connection herewith or therewith. If and to the extent that the foregoing undertaking may be unenforceable for any reason, each Borrower and other Credit Party agrees to make the maximum contribution to the payment and satisfaction thereof that is permissible under applicable law. The foregoing indemnity shall survive the termination of this Agreement, the Credit Agreement, the other Financing Documents and the payment in full of the Obligations.

(c) Each Borrower and each other Credit Party, on behalf of itself and its successors, assigns, and other legal representatives, hereby absolutely, unconditionally and irrevocably, covenants and agrees with and in favor of each Releasee that it will not sue (at law, in equity, in any regulatory proceeding or otherwise) any Releasee on the basis of any Claim released, remised and discharged by Borrower or any other Credit Party pursuant to Section 6(a) hereof. If a Borrower, any other Credit Party or any of their successors, assigns or other legal representatives violates the foregoing covenant, Borrowers and the other Credit Parties, each for itself and its successors, assigns and legal representatives, agrees to pay, in addition

to such other damages as any Releasee may sustain as a result of such violation, all attorneys' fees and costs incurred by any Releasee as a result of such violation.

7. **No Waiver or Novation.** The execution, delivery and effectiveness of this Agreement shall not, except as expressly provided in this Agreement, operate as a waiver of any right, power or remedy of Agent, nor constitute a waiver of any provision of the Credit Agreement, the Financing Documents or any other documents, instruments and agreements executed or delivered in connection with any of the foregoing. Nothing herein is intended or shall be construed as a waiver of any existing Defaults or Events of Default under the Credit Agreement or the other Financing Documents or any of Agent's rights and remedies in respect of such Defaults or Events of Default. This Agreement (together with any other document executed in connection herewith) is not intended to be, nor shall it be construed as, a novation of the Credit Agreement.

8. **Affirmation.** Except as specifically amended pursuant to the terms hereof, each Credit Party hereby acknowledges and agrees that the Credit Agreement and all other Financing Documents (and all covenants, terms, conditions and agreements therein) shall remain in full force and effect, and are hereby ratified and confirmed in all respects by such Credit Party. Each Credit Party covenants and agrees to comply with all of the terms, covenants and conditions of the Credit Agreement and the Financing Documents, notwithstanding any prior course of conduct, waivers, releases or other actions or inactions on Agent's or any Lender's part which might otherwise constitute or be construed as a waiver of or amendment to such terms, covenants and conditions.

9. **Miscellaneous.**

(a) **Reference to the Effect on the Credit Agreement.** Upon the effectiveness of this Agreement, each reference in the Credit Agreement to "this Agreement," "hereunder," "hereof," "herein," or words of similar import shall mean and be a reference to the Credit Agreement, as amended by this Agreement. Except as specifically amended above, the Credit Agreement, and all other Financing Documents (and all covenants, terms, conditions and agreements therein), shall remain in full force and effect, and are hereby ratified and confirmed in all respects by each Credit Party.

(b) **No Strict Construction.** The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

(c) **Governing Law.** THIS AGREEMENT AND THE LOANS SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK EXCEPT TO THE EXTENT THAT UNITED STATES FEDERAL LAW PERMITS ANY LENDER TO CONTRACT FOR, CHARGE, RECEIVE, RESERVE OR TAKE INTEREST AT THE RATE ALLOWED BY THE LAWS OF THE STATE WHERE SUCH LENDER IS LOCATED.

(d) **WAIVER OF JURY TRIAL.** (i) EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER FINANCING DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN; (ii) EACH CREDIT PARTY HEREBY IRREVOCABLY WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY SUCH LITIGATION ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES; *PROVIDED THAT*

NOTHING CONTAINED IN THIS SECTION 9(d) SHALL LIMIT THE CREDIT PARTIES' INDEMNIFICATION OBLIGATIONS TO THE EXTENT SET FORTH IN SECTION 11.6 OF THE CREDIT AGREEMENT TO THE EXTENT SUCH SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARE INCLUDED IN ANY THIRD PARTY CLAIM IN CONNECTION WITH WHICH SUCH INDEMNITEE IS OTHERWISE ENTITLED TO INDEMNIFICATION HEREUNDER; (iii) EACH PARTY HEREBY CERTIFIES THAT NO PARTY HERETO NOR ANY REPRESENTATIVE OR AGENT OR COUNSEL FOR ANY PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, OR IMPLIED THAT SUCH PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVERS, AND (iv) EACH PARTY HEREBY ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT, THE FINANCING DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS CONTAINED IN THIS SECTION 9(d).

(e) Incorporation of Credit Agreement Provisions. The provisions contained in Section 11.6 (*Indemnification*), Section 13.8(b) (*Submission to Jurisdiction*) and Section 13.19 (*Surety Rights*) of the Credit Agreement are incorporated herein by reference to the same extent as if reproduced herein in their entirety.

(f) Headings. Headings and captions used in this Agreement (including the Exhibits, Schedules and Annexes hereto, if any) are included for convenience of reference only and shall not be given any substantive effect.

(g) Counterparts; Integration. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Signatures by facsimile or by electronic mail delivery of an electronic version of any executed signature page shall bind the parties hereto. In furtherance of the foregoing, the words "execution", "signed", "signature", "delivery" and words of like import in or relating to any document to be signed in connection with this Agreement and the transactions contemplated hereby or thereby shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. As used herein, "**Electronic Signature**" means an electronic sound, symbol, or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or other record. This Agreement and the other Financing Documents constitute the entire agreement and understanding among the parties hereto and supersede any and all prior agreements and understandings, oral or written, relating to the subject matter hereof.

(h) Severability. In case any provision of or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

(i) Time of the Essence. Time is of the essence in Borrower's and each other Credit Party's performance under this Agreement and all other Financing Documents.

(j) Successors/Assigns. This Agreement shall be binding upon and inure to the benefit of Credit Parties and Agent and each Lender and their respective successors and permitted assigns.

(k) Agent. Each of the undersigned Lenders, by their execution of this Agreement, directs the Agent to execute this Agreement. In doing so, the Agent shall be entitled to all rights, benefits and protections set forth in the Credit Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, intending to be legally bound, each of the parties have caused this Agreement to be executed the day and year first above mentioned.

AGENT: ALTER DOMUS (US) LLC,

as Agent

By: _____
Name: Pinju Chiu
Title: Associate Counsel

LENDERS: AECOM,

as Lender

By: _____
Name: Morgan Jones
Title: Vice President, Treasury

LENDERS:

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY,

as Lender

By: _____

Name: Jeffrey Jubera

Title: VP - Global Surety Claims

BORROWERS: SHIMMICK CONSTRUCTION COMPANY, INC.

By: _____
Name: Todd W. Yoder

Title: Chief Financial Officer

RUST CONSTRUCTORS INC.

By: _____

Name: Dylan Ellsworth

Title: Vice President and Secretary

THE LEASING CORPORATION

By: _____
Name: Todd W. Yoder
Title: Chief Financial Officer

AXIA ELECTRIC LLC

By: _____

Name: Todd W. Yoder

Title: Chief Financial Officer of the Sole Member Shimmick Corporation

GUARANTORS: SHIMMICK CORPORATION

By: _____

Name: Todd W. Yoder

Title: Chief Financial Officer
