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*Proposed Co-Counsel to the Debtor and Debtor in Possession*

*Proposed Co-Counsel to the Debtor and Debtor in Possession*

**UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF NEW JERSEY**

In re:

CCA Construction, Inc.,<sup>1</sup>

Debtor.

Chapter 11

Case No. 24-22548 (CMG)

**NOTICE OF FILING OF REVISED FINAL ORDER (I) AUTHORIZING THE DEBTOR TO OBTAIN POSTPETITION FINANCING; (II) GRANTING LIENS AND SUPERPRIORITY ADMINISTRATIVE EXPENSE CLAIMS; (III) MODIFYING THE AUTOMATIC STAY; AND (IV) GRANTING RELATED RELIEF**

**PLEASE TAKE NOTICE** that on December 22, 2024, the above-captioned debtor and debtor-in-possession (the “Debtor”) filed the *Debtor’s Motion for Entry of Interim and Final Orders (I) Authorizing the Debtor to Obtain Postpetition Financing; (II) Granting Liens and*

<sup>1</sup> The last four digits of the Debtor’s federal tax identification number are 4862. The Debtor’s service address for the purposes of this chapter 11 case is 445 South Street, Suite 310, Morristown, NJ 07960.



*Superpriority Administrative Expense Claims; (III) Modifying the Automatic Stay; and (IV) Granting Related Relief* [Docket No. 4] (the “Motion”).

**PLEASE TAKE FURTHER NOTICE** that a proposed *Final Order (I) Authorizing the Debtor to Obtain Postpetition Financing; (II) Granting Liens and Superpriority Administrative Expense Claims; (III) Modifying the Automatic Stay; and (IV) Granting Related Relief* is attached to the Motion as Exhibit B (the “Initial Proposed Order”).

**PLEASE TAKE FURTHER NOTICE** that, as previewed at the hearing held on December 23, 2024, the Debtor hereby files a revised proposed form of *Final Order (I) Authorizing the Debtor to Obtain Postpetition Financing; (II) Granting Liens and Superpriority Administrative Expense Claims; (III) Modifying the Automatic Stay; and (IV) Granting Related Relief* (the “Revised Proposed Order”).

**PLEASE TAKE FURTHER NOTICE** that the Revised Proposed Order is attached hereto as **Exhibit A** and a redline marked against the Initial Proposed Order is attached hereto as **Exhibit B**.

*[Remainder of Page Intentionally Left Blank]*

DATED: January 2, 2025

Respectfully submitted,

By: /s/ Michael D. Sirota  
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*Proposed Co-Counsel to the Debtor  
and Debtor in Possession*

**Exhibit A**

**Revised Proposed Order**

**UNITED STATES BANKRUPTCY  
COURT DISTRICT OF NEW JERSEY**

**Caption in Compliance with D.N.J. LBR  
9004-1(b)**

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*Proposed Co-Counsel to the Debtor and  
Debtor in Possession*

In re:

CCA Construction, Inc.,<sup>1</sup>

Debtor.

Case No. 24-22548 (CMG)

Chapter 11

Judge: Christine M. Gravelle

<sup>1</sup> The last four digits of CCA's federal tax identification number are 4862. CCA's service address for the purposes of this chapter 11 case is 445 South Street, Suite 310, Morristown, NJ 07960.

Debtor: CCA Construction, Inc.  
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Caption of Order: Final Order (I) Authorizing the Debtor to Obtain Postpetition Financing; (II) Granting Liens and Superpriority Administrative Expense Claims; (III) Modifying the Automatic Stay; and (IV) Granting Related Relief

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**FINAL ORDER (I) AUTHORIZING  
THE DEBTOR TO OBTAIN POSTPETITION  
FINANCING; (II) GRANTING LIENS AND SUPERPRIORITY  
ADMINISTRATIVE EXPENSE CLAIMS; (III) MODIFYING  
THE AUTOMATIC STAY; AND (IV) GRANTING RELATED RELIEF**

The relief set forth on the following pages, numbered two (2) through thirty-nine (39), is  
**ORDERED.**

Debtor: CCA Construction, Inc.  
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Upon CCA's motion filed on the Petition Date [Docket No. 4] (the "**Motion**")<sup>2</sup> pursuant to sections 105, 362, 363, 364, 503 and 507 of the Bankruptcy Code, Bankruptcy Rules 2002, 4001, 6003, 6004 and 9014, and Local Rules 4001-3, 9013-1, and 9013-5 for entry of this Final Order:

- (a) authorizing CCA, on the terms set forth in the DIP Loan Documents (as defined below), to obtain postpetition financing, consisting of up to \$40,000,000 (the "**DIP Commitments**") comprising a first lien secured multi-draw term loan facility (the "**DIP Facility**," and each individual loan made thereunder, a "**DIP Loan**," collectively the loans made thereunder, the "**DIP Loans**," and, together with related obligations incurred under the DIP Facility, the "**DIP Obligations**"), \$5,000,000 of which became available in a single draw upon entry of the *Interim Order (I) Authorizing the Debtor to Obtain Postpetition Financing; (II) Granting Liens and Superpriority Administrative Expense Claims; (III) Modifying the Automatic Stay; and (IV) Granting Related Relief* [Docket No. 27] (the "**Interim Order**"), \$3,000,000 of which will be available in a single draw upon entry of a final order granting the relief sought in the Motion in form and substance reasonably acceptable to the DIP Lenders (this "**Final Order**"), and the remainder of which will be available in multiple draws of no less than \$500,000 per single draw following entry of the Final Order (or, in the event the balance of DIP Commitments are less than

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<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion.

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\$500,000, the full amount of undrawn DIP Commitments), from CCA's parent company, CSCEC Holding Company, Inc. (the "**DIP Lender**," and together with all other entities that become lenders under the DIP Loan Documents from time to time and each of their respective successors and permitted assigns, the "**DIP Lenders**");<sup>3</sup> in each case subject to the satisfaction of the conditions precedent set forth in the DIP Credit Agreement; for which CSCEC Holding Company, Inc. shall serve as administrative and collateral agent (in such capacities, together with its successors in such capacities, the "**DIP Agent**," and the DIP Agent, together with the DIP Lenders, are the "**DIP Secured Parties**" and each is a "**DIP Secured Party**"); authorizing CCA to execute and deliver additional documentation consistent with the terms of (or as may be required by) the DIP Credit Agreement substantially in the form attached hereto as Annex A without exhibits or schedules (as such agreement may be amended, in accordance with its terms and this Final Order, and including the exhibits and schedules thereto, the "**DIP Credit Agreement**") and the other DIP Loan Documents, and to perform such other and further acts as may be necessary or appropriate in connection therewith, or otherwise required under the DIP Loan Documents;

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<sup>3</sup> For the avoidance of doubt, (a) nothing herein shall preclude the ability of the DIP Lenders to, in accordance with the applicable DIP Loan Documents, offer a portion of the DIP Commitments and DIP Loans to third-party capital providers and other financial institutions or other entities, it being understood that no such assignment or transfer shall become effective with respect to any portion of the DIP Commitments until the Closing Date (as defined in the DIP Credit Agreement); and (b) thereafter, assignments and participations of DIP Loans and DIP Commitments shall be in accordance with the DIP Loan Documents.



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- (b) authorizing CCA to use proceeds of the DIP Loans (the “**DIP Loan Proceeds**”) as permitted in, and solely in accordance with, the DIP Loan Documents, this Final Order, and the Approved Budget (as defined herein);
- (c) granting valid, binding, continuing, enforceable, and automatically perfected (a) security interests in and liens on all of the Collateral (as defined in the DIP Credit Agreement) to the DIP Agent for the benefit of the DIP Secured Parties, and (b) granting superpriority administrative expense status to the DIP Obligations (as defined below), in each case subject to the Carve Out (as defined below);
- (d) authorizing CCA to pay the principal, interest, fees, expenses, disbursements, and other amounts payable under the DIP Loan Documents as and when such amounts become due and payable without other or further notice or order;
- (e) vacating and modifying the automatic stay imposed under section 362 of the Bankruptcy Code to the extent necessary to implement and effectuate the terms and provisions of this Final Order and the other DIP Loan Documents;
- (f) waiving CCA’s ability to surcharge against any DIP Collateral pursuant to section 506(c) of the Bankruptcy Code;
- (g) waiving any applicable stay with respect to the effectiveness and enforceability of this Final Order (including under Bankruptcy Rule 6004);  
and
- (h) granting CCA such other and further relief as is just and proper.

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Upon consideration of (a) the Motion and the exhibits attached thereto, (b) the evidentiary record made at the final hearing, which was held on January 30, 2025, pursuant to Bankruptcy Rule 4001(c)(2) (the “**Final Hearing**”), (c) the First Day Declarations, (d) the arguments and statements of counsel at the Final Hearing, and (e) all matters brought to the Court’s attention at the Final Hearing, and the Court having found and determined that (i) the relief sought in the Motion is necessary to avoid immediate and irreparable harm to CCA and its estate as contemplated by Bankruptcy Rule 6003, and is in the best interests of CCA, its estate, creditors, stakeholders, and all other parties-in-interest, and essential for the continued operation of CCA’s business and the preservation of the value of CCA’s assets and (ii) the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and consideration, and good and sufficient cause appearing therefor:

**THE COURT HEREBY FINDS AND DETERMINES:<sup>4</sup>**

A. Petition Date. On December 22, 2024 (the “**Petition Date**”), CCA filed with the Court a voluntary petition for relief under chapter 11 of the Bankruptcy Code and is continuing to operate its business as a debtor-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in this case.

B. Jurisdiction; Core Proceeding. This Court has jurisdiction over this chapter 11 case, the Motion, this Final Order, and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157(b) and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984,

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<sup>4</sup> To the extent any findings of fact constitute conclusions of law, they are adopted as such, and vice versa.

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and amended on September 18, 2012 (Simandle, C.J.). This is a “core” proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

C. Immediate Need for Postpetition Financing. An immediate and ongoing need exists for CCA to obtain the DIP Loans in order to permit, among other things, CCA to meet its obligations arising during CCA’s chapter 11 case, including the administration of CCA’s chapter 11 case, so as to maximize the value of its business and assets as debtor in possession under chapter 11 of the Bankruptcy Code. CCA does not have sufficient available sources of working capital to operate its business without access to the DIP Facility, warranting expedited consideration of the Motion and entry of this Final Order. CCA’s ability to preserve and maintain its assets, to pay employees, and to otherwise fund operations and an orderly chapter 11 process, is essential to CCA’s viability and preservation of the going-concern value of its business and the value of its assets. Without access to the DIP Facility, CCA’s estate would suffer immediate and irreparable harm.

D. Proposed DIP Facility. CCA has requested that the DIP Lenders establish the DIP Facility pursuant to which CCA may obtain DIP Loans from time to time in accordance with the DIP Loan Documents, with all DIP Loans to be secured by DIP Liens (as defined below) upon the Collateral as described below, and all DIP Loans and obligations of CCA contemplated by the DIP Loan Documents to be granted superpriority administrative expense claims, as and to the extent set forth in the DIP Loan Documents. The DIP Lenders are willing to establish the DIP Facility upon the terms and conditions set forth in the DIP Loan Documents.

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E. No Credit Available on More Favorable Terms. Despite diligent efforts and a sufficient marketing process, CCA has been unable to obtain postpetition financing on terms more favorable than those offered by the DIP Lenders under the DIP Loan Documents. CCA is unable to obtain adequate unsecured credit under section 503(b)(1) of the Bankruptcy Code. CCA also is unable to obtain secured credit allowable under section 364 of the Bankruptcy Code without granting the DIP Liens and the DIP Superpriority Claims (each, as defined below) under sections 364(c) and 364(d) of the Bankruptcy Code on the terms and conditions set forth in this Final Order and the other DIP Loan Documents.

F. Approved Budget. CCA has delivered to the DIP Agent a 13-week cash flow forecast of receipts and disbursements for the period from the Closing Date (as defined in the DIP Credit Agreement), attached to this Final Order as **Annex B** (the “**Approved Budget**”), which Approved Budget is reasonably acceptable to the DIP Lenders in accordance with the DIP Loan Documents. The DIP Secured Parties are relying upon the Approved Budget in entering into the DIP Loan Documents.

G. Certain Conditions to DIP Facility. The DIP Lenders’ willingness to make the DIP Loans is conditioned upon, among other things, (a) CCA obtaining Court approval to enter into the DIP Loan Documents and to incur all of its obligations thereunder, and to confer upon the DIP Secured Parties all rights, powers, and remedies thereunder and (b) the DIP Secured Parties being granted, as security for the prompt payment of the obligations under the DIP Facility and all other DIP Obligations, perfected security interests in and liens upon the

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Collateral, and that such perfected security interests and liens have the priorities set forth herein and in the other DIP Loan Documents.

H. Service of Motion and Notice of Final Hearing. The affidavit and declaration of service on file with the Court (Docket Nos. 26 and 58) demonstrate that CCA has served copies of the Motion (together with the copies of the proposed DIP Credit Agreement and Approved Budget annexed hereto as **Annexes A and B**, respectively), and notice of the Final Hearing by electronic mail, telecopy transmission, hand delivery, overnight courier, or first class United States mail upon (a) the Office of the United States Trustee for the District of New Jersey; (b) the entities listed on the *List of Creditors Holding the 20 Largest Unsecured Claims*; (c) the Internal Revenue Service; (d) the Office of the United States Attorney for the District of New Jersey; (e) the Initial DIP Lenders and their counsel Lowenstein Sandler LLP; and (f) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Court finds that the foregoing notice of the Motion, as it relates to this Final Order and the Final Hearing, is appropriate, due, and sufficient for all purposes under the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, including sections 102(1) and 364 of the Bankruptcy Code and Bankruptcy Rule 4001(c), and that no further notice of the relief sought at the Final Hearing and the relief granted herein is necessary or required.

I. Prior Liens. Nothing herein shall constitute a finding or ruling by this Court that any alleged Prior Lien (as defined in the DIP Credit Agreement) is valid, senior, enforceable, prior, perfected, or non-avoidable. Moreover, nothing shall prejudice the rights of any party in interest, including CCA, the DIP Agent, or any statutory creditors' committee (if appointed), to

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challenge the validity, priority, enforceability, seniority, avoidability, perfection, or extent of any alleged Prior Lien. The right, if any, of a seller of goods to reclaim such goods under section 546(c) of the Bankruptcy Code is not a Prior Lien.

J. Finding of Good Cause. Good cause has been shown for the entry of this Final Order and authorization for: (a) the DIP Lenders to provide CCA with the DIP Loans and (b) CCA to accept, incur, and undertake the DIP Obligations pursuant to the DIP Loan Documents. CCA's need for financing of the type afforded by the DIP Loan Documents is critical. Entry of this Final Order will preserve the value of the assets of CCA's estate and is in the best interests of CCA, its creditors and its estate. The terms of the DIP Facility are fair and reasonable, including the interest rates and fees owed thereunder, reflect CCA's exercise of prudent business judgment consistent with its fiduciary duties, and are supported by reasonably equivalent value and fair consideration.

K. Finding of Good Faith. Based upon the record presented at the Final Hearing, the DIP Facility has been negotiated in good faith and at arm's length between CCA, on the one hand, and the DIP Secured Parties, on the other. All of the DIP Obligations, including all DIP Loans made pursuant to the DIP Loan Documents and all other liabilities and obligations of CCA under this Final Order, owing to the DIP Secured Parties shall be deemed to have been extended by the DIP Secured Parties in "good faith," as such term is used in section 364(e) of the Bankruptcy Code, and in express reliance upon the protections offered by section 364(e) of the Bankruptcy Code. The DIP Secured Parties shall be entitled to the full protection of section

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364(e) of the Bankruptcy Code in the event that this Final Order or any provision hereof is vacated, reversed, or modified, on appeal or otherwise.

L. No Liability to Third Parties. Subject to entry of the Final Order, CCA stipulates and the Court finds that in making decisions to advance DIP Loans to CCA, in administering any DIP Loans, in accepting the Approved Budget, or in taking any other actions permitted by this Final Order or the other DIP Loan Documents in their respective capacities as DIP Lenders or DIP Agent, none of the DIP Secured Parties shall be deemed to be in control of the operations of CCA or to be acting as a “responsible person” or “owner or operator” with respect to the operation or management of CCA.

M. Immediate Entry. CCA has requested immediate entry of this Final Order pursuant to Bankruptcy Rule 4001(c)(2) and the Local Rules. Absent the immediate grant by the Court of the relief sought by the Motion, CCA’s estate will be immediately and irreparably harmed. The consummation of the DIP Facility in accordance with the terms of this Final Order and the other DIP Loan Documents, is in the best interest of CCA’s estate, and is consistent with CCA’s exercise of its fiduciary duties. Under the circumstances, the notice given by CCA of the Motion and Final Hearing constitutes due and sufficient notice thereof and complies with Bankruptcy Rule 4001(c) and the Local Rules. No further notice of the relief sought at the Final Hearing is necessary or required.

N. No Claims or Causes of Action. Subject to entry of the Final Order, there exist no claims or causes of action against any of the DIP Agent or the other DIP Secured Parties with

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respect to, in connection with, related to, or arising from the DIP Loan Documents, or the DIP Facility that may be asserted by the DIP Secured Parties or CCA or any other person or entity.

**NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDICATED, AND DECREED** as follows:

1. Grant of Motion; Authorization of Postpetition Financing; Use of Proceeds.

(a) The Motion is hereby granted as and to the extent provided herein, and the Court hereby authorizes and approves CCA's execution and delivery of the DIP Loan Documents, and CCA's execution and delivery of all instruments, security agreements, assignments, pledges, mortgages, reaffirmations, and other documents referred to therein or reasonably requested by the DIP Secured Parties to give effect to the terms thereof and as will be drafted and executed as contemplated therein, in each case, in final form and substance consistent with this Final Order and otherwise reasonably acceptable to the DIP Secured Parties (collectively, this Final Order, the DIP Credit Agreement, the Collateral Documents, the Approved Budget, and any other document delivered to any DIP Secured Party in connection with any of the foregoing, in each case, as the same may be amended, restated, or otherwise modified from time to time in accordance with the terms of this Final Order and the DIP Credit Agreement, are referred to herein as the "**DIP Loan Documents**").

(b) CCA is hereby authorized to borrow under the DIP Loan Documents and this Final Order up to an aggregate principal amount of \$40,000,000, subject to any conditions and limitations on availability in the DIP Loan Documents, plus all interest,



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fees, and other charges payable in connection with the DIP Loans as provided in the DIP Credit Agreement and other DIP Loan Documents; to incur any and all liabilities and obligations under the DIP Loan Documents; and to pay all principal, interest, fees, expenses, and other obligations provided for under the Approved Budget and the other DIP Loan Documents, including the obligations under the DIP Loan Documents to indemnify each Indemnitee (as defined in the DIP Credit Agreement);

(c) No DIP Secured Party shall have any obligation or responsibility to monitor the use of the DIP Loans, and each DIP Secured Party may rely upon CCA's representations that the amount of the DIP Loans requested at any time, and the use thereof, are in accordance with the requirements of this Final Order, the Approved Budget, the DIP Loan Documents, the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

(d) CCA may obtain and use the DIP Loan Proceeds only as permitted under the DIP Loan Documents. For the avoidance of doubt, no DIP Loan Proceeds may be used to make any payment in settlement or satisfaction of any prepetition claim or administrative claim, unless such payment is (a) contemplated by the Interim Order, this Final Order, the DIP Credit Agreement, or an Acceptable Plan, (b) in compliance with the Approved Budget, (c) made with the prior written consent of the DIP Lenders in accordance with the terms of the DIP Credit Agreement, or (d) to the extent required by applicable law, separately approved or authorized by the Court upon notice to the DIP Agent.

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2. Entry into, Execution, Delivery, and Performance of DIP Loan Documents. CCA is hereby authorized to (a) enter into the DIP Credit Agreement and the other DIP Loan Documents, (b) incur and perform the DIP Obligations arising from and after the date of the Interim Order under the DIP Facility, (c) repay amounts borrowed, together with interest, and (d) pay all fees, costs, and expenses contemplated therein (including but not limited to indemnification of the Indemnitees), as well as any other outstanding DIP Obligations to the DIP Secured Parties, in each case in accordance with and subject to the terms and conditions set forth in this Final Order, the other DIP Loan Documents, and such additional documents, instruments, and agreements as may reasonably be required by the DIP Secured Parties to implement the terms or effectuate the purpose of and transactions contemplated by the DIP Loan Documents, the terms of which are incorporated by reference. The DIP Loan Documents may be executed and delivered on behalf of CCA by any officer, director, or agent of CCA, who by signing shall be deemed to represent himself or herself to be duly authorized and empowered to execute such DIP Loan Documents for and on behalf of CCA. The DIP Secured Parties shall be authorized to rely upon any such person's execution and delivery of any of the DIP Loan Documents as having done so with all requisite power and authority to do so, and the execution and delivery of any of the DIP Loan Documents by any such person on behalf of CCA shall be conclusively presumed to have been duly authorized by all necessary corporate action of CCA. Upon execution and delivery thereof, each of the DIP Loan Documents shall constitute valid and binding obligations of CCA, enforceable against CCA in accordance with its terms for all purposes during its chapter 11 case, any subsequently converted case of CCA under chapter 7 of the Bankruptcy Code

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(a “**Successor Case**”), and after the dismissal of any chapter 11 case. Subject to the provisions of paragraph 14, no obligation, payment, or transfer under the DIP Loan Documents or this Final Order shall be stayed, restrained, voidable, avoidable, or recoverable under the Bankruptcy Code or under any applicable non-bankruptcy law (including under sections 502(d), 544, 547, 548, 549, or 550 of the Bankruptcy Code or under any applicable Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, Uniform Voidable Transactions Act, or similar statute or common law), or subject to any defense, reduction, setoff, recoupment, or counterclaim.

3. DIP Liens. As security for CCA’s payment and performance under the DIP Loan Documents, all principal, interest, costs, expenses, fees, and other charges at any time payable by CCA to the DIP Secured Parties in connection with the DIP Loan Documents, all reimbursement obligations, and all other indebtedness and obligations contemplated under any of the DIP Loan Documents (all of the foregoing being collectively called the “**DIP Obligations**”), the DIP Agent, for itself and for the benefit of the DIP Lenders, is hereby granted the following valid, binding, enforceable, non-avoidable, and automatically and properly perfected security interests in and liens upon all of the DIP Collateral (collectively, the “**DIP Liens**”) in the priorities set forth in subparagraphs (a) and (b) below, each of which shall be subject to the Carve Out:

- (a) First priority liens pursuant to section 364(c)(2) of the Bankruptcy Code on all Collateral that was not encumbered by Permitted Senior Liens (as defined below), and
- (b) to the extent any Collateral is subject to any (i) liens perfected subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy Code or (ii) liens on

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retainers held by professionals, to the extent such retainers are not prohibited under the Bankruptcy Code or any applicable orders of the Court (the foregoing clauses (i) and (ii) being referred to collectively as the “**Permitted Senior Liens**”), senior liens, pursuant to section 364(d) of the Bankruptcy Code, on such Collateral subject and subordinate only to Permitted Senior Liens.

(c) Liens Senior to Certain Other Liens. The DIP Liens shall be effective immediately upon the entry of this Final Order and shall not at any time be (i) subject or subordinate to (A) any lien or security interest that is avoided and preserved for the benefit of CCA or CCA’s estate under section 551 of the Bankruptcy Code, (B) except to the extent the DIP Loan Documents expressly allow a postpetition lien to have priority over the DIP Liens, any postpetition liens granted by CCA to other persons or entities or otherwise arising after the Petition Date, including any liens or security interests granted in favor of any federal, state, municipal, or other governmental unit, commission, board, or court for any liability of CCA, or (C) any intercompany or affiliate liens or security interests against CCA; (ii) subordinated to or made *pari passu* with any other lien or security interest on the Collateral under section 363 or 364 of the Bankruptcy Code; or (iii) subject to sections 510(c), 548, 549, or 550 of the Bankruptcy Code. In no event shall any person or entity who pays (or, through the extension of credit to CCA, causes to be paid) any of the DIP Obligations be subrogated, in whole or in part, to any rights, remedies, claims, privileges, liens, or priorities granted to or in favor of, or conferred upon, any DIP Secured Party by the terms of any DIP Loan Documents or this Final

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Order unless such person or entity contemporaneously causes payment in full of all of the DIP Obligations.

(d) Right to Challenging Competing Liens. The DIP Agent (at the direction of the DIP Lenders in accordance with the terms of the DIP Credit Agreement) shall have the right and the standing to challenge the validity, priority, perfection, extent, or amount of any lien or security interest filed or otherwise asserted against CCA that relates to DIP Collateral that purports to be senior or *pari passu* with to any DIP Lien, including any lien or security interest that, if found to be valid, enforceable, non-revocable, and perfected, would constitute a Prior Lien.

(e) Exclusion from Collateral. Solely for the purposes of this Final Order, notwithstanding anything to the contrary herein or in the DIP Loan Documents, Collateral shall not include any of CCA's (i) leasehold interests in equipment leases or the equipment leased thereunder, (ii) equipment subject to financing arrangements (whether through secured loans, finance leases, or otherwise) and interests in the underlying financing agreements, in each case to the extent that the relevant lease or financing agreement prohibits or conditions the grant of a lien or the assignment of the lease or other financing agreement upon the consent of a non-debtor counterparty to the extent such consent (A) is not actually obtained (after the use of commercially reasonable efforts to obtain such consent) and (B) is required under applicable law to grant the applicable security interest, or (iii) claims and causes of action pursuant to sections 502(d), 544, 545, 547, 548, 549, 550, 551, 553(b), 732(2), or 742(2) of the Bankruptcy

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Code (the “**Avoidance Actions**”), provided that Collateral shall include a senior lien on the proceeds of such Avoidance Actions.

4. Superpriority Claims.

(a) Allowed Claims. All DIP Obligations shall at all times constitute superpriority administrative expense claims against CCA (the “**DIP Superpriority Claims**”) that will, in accordance with section 364(c)(1) of the Bankruptcy Code, have priority over any and all administrative expenses of and unsecured claims against CCA now existing or hereafter arising, of any kind or nature whatsoever, including but not limited to all administrative expenses of the kind specified in, or arising or ordered under, sections 105, 326, 328, 503(b), 506(c), 507(a), 507(b), 546(c), 726, and 1114 of the Bankruptcy Code (including those resulting from the conversion of this chapter 11 case pursuant to section 1112 of the Bankruptcy Code), subject only to the Carve Out. The DIP Superpriority Claims shall survive any conversion of this chapter 11 case to a case under chapter 7 of the Bankruptcy Code or the dismissal of this chapter 11 case. Subject only to the Carve Out, the DIP Superpriority Claims shall be payable from and have recourse to all pre- and postpetition property of CCA and its estate (excluding Avoidance Actions but, upon entry of the Final Order, including Avoidance Proceeds (as such terms are defined below)).

(b) Proceeds of Avoidance Actions. The DIP Superpriority Claims shall have recourse to all proceeds (the “**Avoidance Proceeds**”) of CCA’s Avoidance Actions, including but not limited to all of CCA’s claims and causes of actions pursuant to section

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549 and 550 of the Bankruptcy Code to avoid and recover any postpetition transfer of DIP Collateral or postpetition transfer of DIP Loan Proceeds.

5. Repayment of DIP Obligations. The DIP Obligations shall be due and payable, and shall be paid, as and when provided in the DIP Loan Documents and as provided herein, without defense, offset, or counterclaim. Without limiting the generality of the foregoing, in no event shall CCA be authorized to offset or recoup any amounts owed, or allegedly owed, by any DIP Secured Party to CCA or any of its subsidiaries or affiliates against any of the DIP Obligations without the prior written consent of the DIP Secured Parties, if any, that would be adversely affected by any such offset or recoupment, and no such consent shall be implied from any action, inaction or acquiescence by any DIP Secured Party.

6. Payments Free and Clear. All payments or proceeds remitted to the DIP Agent by or on behalf of CCA pursuant to the DIP Loan Documents, the provisions of this Final Order, or any subsequent order of this Court or any other court exercising jurisdiction over this chapter 11 case or any Successor Case, shall be received free and clear of any claim, charge, assessment, or other liability, including any such claim or charge arising out of or based on, directly or indirectly, section 506(c).

7. Fees and Expenses of Estate Professionals. Subject to paragraphs 12 and 13 below, CCA is authorized to use DIP Loan Proceeds to pay such compensation and expense reimbursement (collectively, “**Professional Fees**”) of professional persons (including attorneys, financial advisors, accountants, investment bankers, appraisers, and consultants, in each case to the extent such professional person’s retention is subject to court approval) retained pursuant to

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section 327, 330, 331, 363, or 1103 of the Bankruptcy Code, as applicable, by CCA (such retained professionals, the “**Debtor’s Professionals**”) or a statutory creditors’ committee, (such retained professionals, the “**Committee Professionals**” and, collectively with CCA’s Professionals, the “**Professionals**”), to the extent that such compensation and expense reimbursement is authorized and approved by the Court at any time.

8. Section 506(c) Claims. Except to the extent of the Carve Out, no costs or expenses of administration shall be imposed upon any DIP Secured Party or on any DIP Collateral pursuant to section 506(c) of the Bankruptcy Code or otherwise without the prior written consent of such DIP Secured Party, and no such consent shall be implied from any action, inaction, or acquiescence by any DIP Secured Party. Further, CCA waives, and shall not assert in this chapter 11 case or any Successor Case, any surcharge claim under sections 105(a) and/or 506(c) of the Bankruptcy Code or otherwise with respect to the DIP Obligations or the DIP Liens.

9. Carve Out.

(a) Notwithstanding anything to the contrary in this Final Order, any other DIP Loan Document, or any other order of this Court to the contrary, the rights and claims of the DIP Lenders, including the DIP Liens and DIP Superpriority Claims, shall be subject and subordinate in all respects to the payment of the Carve Out. As used in this Final Order, “**Carve Out**” means the sum of (i) all fees required to be paid to the Clerk of the Court and to the United States Trustee under sections 156(c) and 1930(a) of title 28 of the United States Code plus interest, if any, as set forth in section 3717 of title



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31 of the United States Code (without regard to the notice set forth in (iii) below); (ii) all reasonable fees and expenses up to \$50,000 incurred by a trustee under section 726(b) of the Bankruptcy Code (without regard to the notice set forth in (iii) below); (iii) to the extent allowed at any time, whether allowed by the Court prior to or after delivery of a Carve Out Trigger Notice (as defined below), whether by interim order, procedural order, or otherwise, all unpaid fees and expenses (including any restructuring, sale, success, or other transaction fee of any investment bankers or financial advisors) accrued or incurred by the Professionals (such fees and expenses, the “**Allowed Professional Fees**”) at any time before or on the first business day following the day on which a Carve Out Trigger Notice is delivered by the DIP Agent in accordance with this paragraph 9 (such date of delivery, the “**Termination Declaration Date**”); and (iv) Allowed Professional Fees incurred after the first business day following the Termination Declaration Date, to the extent allowed at any time, whether by interim order, procedural order, or otherwise, in an aggregate amount not to exceed \$3,000,000 less the amount of any prepetition retainers received by the Professionals and not applied to the fees, disbursements, costs, and expenses set forth in clause (iii) above (the amount set forth in this clause (iv), the “**Post-Carve Out Trigger Notice Cap**”). For purposes of the foregoing, “**Carve Out Trigger Notice**” shall mean a written notice delivered by email (or other electronic means) by the DIP Agent (at the direction of the DIP Lenders) to CCA, its lead restructuring counsel, the U.S. Trustee, and counsel to any statutory creditors’ committee, which notice may be delivered following the occurrence and during the continuation of

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an Event of Default (as defined in any DIP Loan Document), stating that the Post-Carve Out Trigger Notice Cap has been invoked.

(b) On the Termination Declaration Date, the Carve Out Trigger Notice shall constitute a demand to CCA to utilize all cash on hand as of such date to fund a reserve in an amount equal to the then-unpaid amounts of the Allowed Professional Fees within one business day of the Termination Declaration Date; *provided* that in the event that a Termination Declaration Date occurs, each Professional shall have two business days to deliver to CCA such Professional's good faith estimate of the Allowed Professional Fees incurred through the Termination Declaration Date, and CCA shall fund into the Carve Out Account (as defined below) such amounts within one business day of receipt of such estimates. CCA shall deposit and hold such amounts (the "**Pre-Carve Out Trigger Notice Reserve**") in the Carve Out Account in trust to pay such then-unpaid Allowed Professional Fees prior to any and all other Allowed Professional Fees. On the Termination Declaration Date, the Carve Out Trigger Notice shall also constitute a demand to CCA to utilize all cash on hand as of such date and any available cash thereafter held by CCA, after funding the Pre-Carve Out Trigger Notice Reserve, to fund a reserve in an amount equal to the Post-Carve Out Trigger Notice Cap. CCA shall deposit and hold such amounts (the "**Post-Carve Out Trigger Notice Reserve**" and, together with the Pre-Carve Out Trigger Notice Reserve, the "**Carve Out Reserves**") in a segregated account (the "**Carve Out Account**") at an institution reasonably designated by the DIP Agent (at the direction of the DIP Lenders) in trust to pay such Allowed

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Professional Fees benefiting from the Post-Carve Out Trigger Notice Cap prior to any and all other Allowed Professional Fees. For the avoidance of doubt, the Carve Out Account and all funds on deposit therein from time to time, including but not limited to the Carve Out Reserves, shall continue to constitute Collateral, subject only to the terms of the Carve Out as described in this paragraph 9. All funds in the Pre-Carve Out Trigger Notice Reserve shall be used first to pay the obligations set forth in clauses (i) through (iii) of the definition of Carve Out set forth above (the “**Pre-Carve Out Amounts**”) until paid in full, and then, to the extent the Pre-Carve Out Trigger Notice Reserve has not been reduced to zero, to repay the DIP Obligations, unless the DIP Obligations have been indefeasibly paid in full and all DIP Commitments have been terminated, in which case such remaining funds shall be retained by CCA. All funds in the Post-Carve Out Trigger Notice Reserve shall be used first to pay the obligations set forth in clause (iv) of the definition of Carve Out set forth above (the “**Post-Carve Out Amounts**”) until paid in full, and then, to the extent the Post-Carve Out Trigger Notice Reserve has not been reduced to zero, to repay the DIP Obligations, unless the DIP Obligations have been indefeasibly paid in full and all DIP Commitments have been terminated, in which case such remaining funds shall be retained by CCA.

(c) Notwithstanding anything to the contrary in this Final Order or the other DIP Loan Documents, following delivery of a Carve Out Trigger Notice, none of the DIP Secured Parties shall be permitted to sweep or foreclose on cash (including cash received as a result of the sale or other disposition of any assets) of CCA in the Carve Out Account

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unless and until the Pre-Carve Out Amounts (with respect to the Pre-Carve Out Trigger Notice Reserve) or Post-Carve Out Amounts (with respect to the Post-Carve Out Trigger Notice Reserve), as applicable, are paid in full as described in paragraph 9(b) above. Further, notwithstanding anything to the contrary in this Final Order or the other DIP Loan Documents, (i) disbursements by CCA from the Carve Out Account shall not constitute DIP Loans or increase or reduce the DIP Obligations, (ii) the failure of the Carve Out Reserves to satisfy in full the Allowed Professional Fees shall not affect the priority of the Carve Out, (iii) in no way shall the Approved Budget, Carve Out, Post-Carve Out Trigger Notice Cap, Carve Out Reserves, or any of the foregoing be construed as a cap or limitation on the amount of the Allowed Professional Fees due and payable by CCA, and (iv) the Carve Out as provided for and capped by this Final Order shall be senior to and have priority over all liens securing the DIP Obligations and the DIP Superpriority Claims. Notwithstanding the foregoing, subject to the terms of any applicable retention orders entered by the Court, the DIP Secured Parties reserve all of their rights to challenge or otherwise object to any of the fees or expenses sought to be approved by any of the Professionals.

(d) Any payment or reimbursement made prior to the Termination Declaration Date in respect of any Allowed Professional Fees shall not reduce the Carve Out. Any payment or reimbursement made on or after the Termination Declaration Date in respect of any Allowed Professional Fees shall permanently reduce the Carve Out on a dollar-for-dollar basis.

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(e) None of the DIP Secured Parties shall be responsible for the payment or reimbursement of any fees or disbursements of any Professional incurred in connection with the chapter 11 case or any Successor Case. Nothing in this Final Order or otherwise shall be construed to obligate the DIP Secured Parties, in any way, to pay compensation to, or to reimburse expenses of, any Professional or to guarantee that CCA has sufficient funds to pay such compensation or reimbursement.

10. DIP Loan Proceeds Restrictions. Neither the Carve Out nor any DIP Loan Proceeds or Collateral shall be used to, among other things (any of the following each a “**Prohibited Purpose**”): (a) object to, seek subordination of, or contest the validity, extent, perfection, priority, or enforceability of the DIP Facility or the amount due thereunder and the superpriority claims granted thereby, the DIP Liens; (b) investigate, initiate, assert, or prosecute any claim, defense, demand, or cause of action against the DIP Agent or the DIP Lenders or any of their respective officers, directors, employees, agents, attorneys, representatives, subsidiaries, affiliates, or shareholders, under or relating to the DIP Facility, including, in each case, any action, suit or other proceeding for breach of contract or tort or pursuant to sections 105, 506, 510, 544, 547, 548, 549, 550, 551, 552, or 553 of the Bankruptcy Code, or under any other applicable law (state, federal, or foreign), or otherwise; (c) prevent, hinder, or delay, whether directly or indirectly, any DIP Secured Party’s assertion or enforcement of its liens and security interests, or its efforts to realize upon any DIP Collateral or the claims authorized or granted under the DIP Loan Documents or exercise any other rights and remedies under the DIP Loan Documents or applicable law; (d) seek to modify any of the rights granted under this Final Order

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to any DIP Secured Party; (e) assert any defense, counterclaim, or offset any DIP Obligations or any other rights or claims granted by this Final Order or the Other DIP Loan Documents; or (f) object to, contest, delay, prevent, or interfere in any way with the exercise of rights or remedies by any DIP Secured Party with respect to any Collateral unless as specifically permitted by the DIP Loan Documents.

11. Reservation of Rights.

(a) Protection from Subsequent Financing Order. Prior to the payment in full of all DIP Obligations and the termination of all funding commitments under the DIP Facility in accordance with the terms of the DIP Loan Documents, there shall not be entered in this chapter 11 case or in any Successor Case any order other than with the consent of the DIP Agent and the requisite DIP Lenders (as provided for in the DIP Loan Documents) that authorizes the obtaining of credit or the incurrence of indebtedness by CCA (or any trustee or examiner) that is: (i) secured by a security interest, mortgage, or other lien on all or any part of the DIP Collateral that is equal or senior to the DIP Liens or (ii) entitled to claims with payment priority that is equal or senior to the DIP Superpriority Claims; *provided, however*, that nothing herein shall prevent the entry of an order that specifically provides for, as a non-waivable condition to the granting of the benefits of clauses (i) and (ii) above, (1) the indefeasible payment in full and in cash of all of the DIP Obligations and (2) the termination of any funding commitments under the DIP Loan Documents.

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(b) Rights Upon Dismissal, Conversion, or Consolidation. The dismissal, conversion, transfer of venue, or substantive consolidation of this chapter 11 case shall not affect the rights or remedies of any DIP Secured Party under the DIP Loan Documents or this Final Order, and all of the respective rights and remedies hereunder and thereunder of each DIP Secured Party shall remain in full force and effect as if such chapter 11 case had not been dismissed, converted, transferred, or substantively consolidated.

(c) Survival of Final Order. This Final Order, and any actions taken pursuant hereto, shall survive the entry of and shall not be modified, superseded, impaired, discharged, or in any way altered, without the consent of the DIP Secured Parties, by any order that may be entered: (i) confirming any plan of reorganization or liquidation in CCA's chapter 11 case; (ii) converting CCA's chapter 11 case to a case under chapter 7 of the Bankruptcy Code; (iii) dismissing CCA's chapter 11 case or any Successor Case; (iv) transferring venue of CCA's chapter 11 case to another court; or (v) pursuant to which the Court abstains from hearing the chapter 11 case or any Successor Case. The terms and provisions of this Final Order, including the claims, liens, security interests, and other protections granted to the DIP Secured Parties pursuant to this Final Order or the other DIP Loan Documents, shall continue in full force and effect notwithstanding the entry of any such order, and such rights, claims and liens shall maintain their priority as provided by this Final Order and the other DIP Loan Documents to the maximum extent

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permitted by law until all of the DIP Obligations are indefeasibly paid in full in accordance with the DIP Loan Documents.

(d) No Discharge. None of the DIP Obligations shall be discharged by the entry of any order confirming a plan of reorganization or liquidation in this chapter 11 case unless such obligations have been indefeasibly paid in full and in cash in accordance with the DIP Loan Documents on or before the effective date of such plan, or each of the DIP Secured Parties has otherwise agreed in writing, and, pursuant to section 1141(d)(4) of the Bankruptcy Code, CCA has waived such discharge.

(e) Credit Bid Protection. The DIP Secured Parties shall have, pursuant to section 363(k) of the Bankruptcy Code, the unqualified right to credit bid, or purchase, up to the full amount of the DIP Obligations and the DIP Superpriority Claims, without the need for further Court order authorizing the same, in connection with any sale of any of the DIP Collateral, whether such sale is effectuated through section 363 or 1129 of the Bankruptcy Code, by a chapter 7 trustee under section 725 of the Bankruptcy Code, or otherwise. CCA shall not object to or support any objection to any DIP Secured Party credit bidding up to the full amount of its outstanding DIP Obligations in accordance with the applicable DIP Loan Documents in any sale of any DIP Collateral, whether such sale is effectuated through section 363 or 1129 of the Bankruptcy Code, by a chapter 7 trustee under section 725 of the Bankruptcy Code, or otherwise.



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(f) No Marshaling. In no event shall any DIP Secured Party be subject to the equitable doctrine of “marshaling” or any similar doctrine with respect to any DIP Collateral.

(g) No Requirement to File Claim for DIP Obligations. Notwithstanding anything to the contrary contained in any prior or subsequent order of the Court, including any order establishing a deadline for the filing of proofs of claim or requests for payment of administrative expenses under section 503(b) of the Bankruptcy Code, no DIP Secured Party shall be required to file any proof of claim or request for payment of administrative expenses with respect to any of the DIP Obligations, all of which shall be due and payable in accordance with the DIP Loan Documents applicable thereto without the necessity of filing any such proof of claim or request for payment of administrative expenses; and the filing of or failure to file any such proof of claim or request for payment of administrative expenses shall not affect the validity, priority, or enforceability of any of the DIP Loan Documents or of any DIP Obligations arising at any time thereunder, or prejudice or otherwise adversely affect any DIP Secured Party’s rights, remedies, powers, or privileges under any of the DIP Loan Documents, this Final Order, or applicable law.

12. Automatic Perfection of Liens. The DIP Liens are effective, valid, binding, enforceable, and duly perfected upon entry of this Final Order. None of the DIP Secured Parties shall be required to file any UCC-1 financing statement, mortgage, deed of trust, assignment, pledge, security deed, notice of lien, or any similar document or instrument in any jurisdiction or

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take any other action (including taking possession of any of the DIP Collateral) in order to validate the perfection of any DIP Liens, but all of such filings and other actions are hereby authorized by the Court. If the DIP Agent, in its discretion, chooses to file or record any such mortgage, deed of trust, assignment, pledge, security deed, notice of lien, or UCC-1 financing statement, or take any other action in any jurisdiction to evidence the perfection of any part of the DIP Liens, CCA and its respective officers are authorized and directed to use commercially reasonable efforts to execute, file, and record any documents or instruments as the DIP Agent may reasonably request, and all such documents and instruments shall be deemed to have been filed or recorded at the time and on the date of entry of the Interim Order. The DIP Agent may, in its reasonable discretion, file a certified copy of this Final Order in any filing office in any jurisdiction in which CCA is organized or has or maintains any DIP Collateral or an office, and each filing office is directed to accept such certified copy of this Final Order for filing and recording. The DIP Agent or the DIP Lenders may require CCA to enter into non-U.S. security documentation with respect to any Collateral located in non-U.S. jurisdictions, and CCA and its respective officers are authorized and directed to use commercially reasonable efforts to execute, file, and record any documents or instruments as the DIP Agent or the DIP Lenders may reasonably request, and all such documents and instruments shall be deemed to have been filed or recorded at the time and on the date of entry of this Final Order.

13. Reimbursement of Fees, Costs, and Expenses of DIP Secured Parties. CCA shall reimburse the DIP Secured Parties for their reasonable and documented out-of-pocket fees, costs, and expenses, whether accrued on, prior to, or after the Closing Date, in connection with (a) the

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preparation, negotiation, execution, and administration of the DIP Loan Documents and any other document prepared in connection therewith or the consummation and administration of any transaction contemplated therein, including any amendment or waiver of the DIP Loan Documents, (b) the funding of the DIP Loans, (c) the creation, perfection, or protection of the DIP Liens (including all search, filing and recording fees), (d) internal audit reviews and field examinations, (e) the enforcement or preservation of any right or remedy under any DIP Loan Document, any DIP Obligation, or with respect to the DIP Collateral, (f) the commencement, defense, conduct of, intervention in, or the taking of any other action (including preparation for and/or response to any subpoena or request for document production relating thereto) with respect to, any proceeding related to CCA, any DIP Loan Document or DIP Obligation, (g) the review of pleadings and other filings made with the Bankruptcy Court, (h) attendance at hearings in respect of the chapter 11 case, (i) any refinancing or restructuring of the DIP Loans in the nature of a “work-out,” and (j) defending and prosecuting any actions or proceedings arising out of or relating to the DIP Obligations or any transactions related to arising in connection with the DIP Loan Documents; *provided* that, in the case of each of the foregoing clauses (a)-(j), such fees, costs, and expenses of counsel shall be limited to one law firm on behalf of all DIP Secured Parties and, to the extent necessary, one local counsel in each relevant jurisdiction (and in the case of an actual or perceived conflict of interest, one additional law firm on behalf of the affected DIP Secured Party). Each professional or party shall provide copies of applicable invoices (which invoices may be redacted or summarized for protection of an applicable privilege or the work product doctrine) (the fees thereunder, the “**Invoiced Fees**”) to lead

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restructuring counsel to CCA, counsel to any statutory creditors' committee, and the U.S. Trustee, and any other party as directed by the Court, which invoices shall, for any law firm or other counsel, include (i) a general, brief description of the nature of the matters for which services were performed, (ii) a list of the relevant attorneys and total hours billed by each for the relevant period, and (iii) such other detail regarding the Invoiced Fees as the U.S. Trustee may reasonably request to be provided on a confidential basis. Any objections raised by CCA, the U.S. Trustee, or any statutory creditors' committee, or any other party provided invoices as directed by the Court challenging any portion of the Invoiced Fees (such portion, the "**Disputed Invoiced Fees**") must be in writing and state with particularity the grounds therefor and must be submitted to the applicable professional or party within 10 business days of receipt (the "**Review Period**") and, if after the Review Period an objection remains unresolved, such objection will be subject to resolution by the Court. After the Review Period, the undisputed portion of Invoiced Fees will be paid promptly by CCA, without the necessity of filing formal fee applications, regardless of whether such amounts arose or were incurred before or after the Petition Date. Notwithstanding the foregoing, CCA is authorized to pay any such costs, fees, and expenses required as a condition precedent to the obligations of the DIP Lenders pursuant to the DIP Credit Agreement without the need to provide notice to any other party or otherwise comply with the procedures set forth in this paragraph 13 and without any further application to or order of this Court. CCA shall pay any Disputed Invoiced Fees promptly upon resolution of the objection, including to the extent resolved through approval by the Court, to the extent of such approval. In no event shall any invoice or other statement submitted by any DIP Secured Party

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to CCA, any statutory creditors' committee, the U.S. Trustee, or any other interested person (or any of their respective Professionals) with respect to fees or expenses incurred by any professional retained by such DIP Secured Party operate to waive the attorney/client privilege, the work-product doctrine, or any other evidentiary privilege or protection recognized under applicable law.

14. Amendments and Waivers. CCA and the DIP Secured Parties are hereby authorized to enter into, in accordance with the terms of the applicable DIP Loan Documents and without further order of the Court, any amendments to, modifications of, or waivers with respect to any of such DIP Loan Documents (and the payment of any fees, expenses, or other amounts payable in connection therewith) on the following conditions: (a) the amendment, modification, or waiver must not constitute a material change to the terms of such DIP Loan Document; and (b) copies of the amendment, modification, or waiver must be served upon counsel for any statutory creditors' committee and the U.S. Trustee. Any amendment, modification, or waiver that constitutes a material change, to be effective, must be approved by the Court. For purposes hereof, a "material change" shall mean a change to a DIP Loan Document that operates to shorten the term of the DIP Facility or the maturity of the DIP Obligations, to increase the aggregate amount of the DIP Commitments, to increase the rate of interest other than as currently provided in or contemplated by such DIP Loan Documents, to add specific Events of Default, or to enlarge the nature and extent of remedies available to the DIP Agent following the occurrence of an Event of Default. Without limiting the generality of the foregoing, no amendment of a DIP Loan Document that postpones or extends any date or deadline therein or herein (including the

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expiration of the term of a DIP Facility), nor any waiver of an Event of Default, shall constitute a “material change” and any such amendment or waiver may be effectuated by CCA and the applicable DIP Secured Parties without the need for further approval of the Court.

15. Events of Default; Remedies.

(a) Notice of Default. Upon the occurrence of an Event of Default under (and as defined in) any DIP Loan Document and during the continuance thereof: (i) the DIP Lenders may declare, on a pro rata basis, all or any portion of the DIP Facility and DIP Commitments to be suspended or terminated, whereupon such DIP Facility and DIP Commitments shall forthwith be suspended or terminated; (ii) CCA shall have no right to request any extension of credit under the DIP Facility or to use DIP Loan Proceeds or any Collateral or proceeds of Collateral other than towards the satisfaction of the DIP Obligations and the Carve Out pursuant to this Final Order and the other DIP Loan Documents, and (iii) subject to the terms of the DIP Credit Agreement, the DIP Agent may in its discretion serve upon counsel for CCA, counsel for any statutory creditors’ committee, and the U.S. Trustee a written notice (a “**Default Notice**”) setting forth the Events of Default, in which event (unless the Court determines that no Event of Default exists or continues to exist, after notice and a hearing) effective five business days after the Default Notice is filed (the “**Remedies Notice Period**”), the DIP Agent shall be deemed to have received complete relief from the automatic stay imposed by section 362(a) of the Bankruptcy Code (and any other stay then in effect) and shall be authorized, without further notice to CCA or any other interested party or any further order of this

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Court, to (A) declare all or any portion of the unpaid principal amount of all outstanding DIP Loans, all interest accrued and unpaid thereon, and all other DIP Obligations and other amounts owing or payable under any of the DIP Loan Documents, to be immediately due and payable, (B) demand payment and enforce collection of all DIP Obligations, and (C) otherwise exercise all rights and remedies available to them under the DIP Loan Documents, as applicable. During the Remedies Notice Period, CCA and any statutory creditors' committee shall be entitled to seek an emergency hearing with the Court (such hearing, a "**Remedies Hearing**"). In any Remedies Hearing, CCA shall waive its right to and shall not be entitled to seek relief, including under section 105 of the Bankruptcy Code, to the extent that such relief would impair or restrict the rights and remedies of the DIP Agent as set forth in this Final Order or in any of the other DIP Loan Documents, and the only issue that may be raised by CCA is whether an Event of Default has in fact occurred. Prior to the adjudication of the Remedies Hearing, CCA may use the proceeds of the DIP Facility (to the extent drawn prior to the occurrence of an Event of Default) solely to fund essential operations in accordance with past practice, the DIP Loan Documents, and the Approved Budget. Upon the effectiveness of any relief from the automatic stay granted or deemed to have been granted pursuant to this paragraph 15(a), the DIP Agent may, in its discretion, take all actions and exercise all other rights and remedies under this Final Order, the other DIP Loan Documents, and applicable law that may be necessary or deemed appropriate to collect any of the DIP Obligations, and otherwise enforce any of the provisions of this Final Order and the other DIP Loan

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Documents. The DIP Agent's delay or failure to exercise rights and remedies under any DIP Loan Documents, this Final Order, or applicable law shall not constitute a waiver of any of its rights and remedies hereunder, thereunder, or otherwise, unless any such waiver is pursuant to a written instrument executed by the DIP Agent.

(b) Rights Cumulative. The rights, remedies, powers, and privileges conferred upon any DIP Secured Party pursuant to this Final Order shall be in addition to and cumulative with those contained in the other applicable DIP Loan Documents and created under applicable law.

16. Modification of Automatic Stay. The automatic stay provisions of section 362 of the Bankruptcy Code are hereby modified to the extent necessary to implement the provisions of this Final Order and the other DIP Loan Documents, thereby permitting the DIP Agent, as and to the extent provided herein, to receive proceeds of the Collateral for application to the DIP Obligations, to file or record any UCC-1 financing statements, mortgages, deeds of trust, assignments, pledges, security deeds, or other instruments and documents evidencing or validating the perfection of any DIP Liens, and to enforce any DIP Liens.

17. Effect of Appeal. Consistent with section 364(e) of the Bankruptcy Code, if any or all of the provisions of this Final Order are hereafter modified or reversed, such modification or reversal on appeal shall not affect the validity of any debt so incurred, or any liens or priorities granted by CCA to any DIP Secured Party, prior to the effective date of such modification or reversal, whether or not any such entity knew of the appeal, unless the authorization and incurring of such debt, or the granting of such lien or priority, were stayed pending appeal.



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18. Service of Final Order. Promptly after the entry of this Final Order, CCA shall serve copies of this Final Order to the parties having been given notice of the Final Hearing.

19. No Deemed Control; Exculpation.

(a) In determining to make any DIP Loans under the DIP Loan Documents, or in exercising any rights or remedies as and when permitted pursuant to this Final Order or the other DIP Loan Documents, no DIP Secured Party shall be deemed to be in control of CCA or its operations with respect to the operation or management of such Debtor, nor shall the DIP Secured Parties (in their respective capacities as such) owe any fiduciary duty to CCA, its creditors, shareholders, or estate.

(b) None of the DIP Loan Documents or any other document related to the DIP Facility shall in any way be construed or interpreted to impose or allow the imposition upon any DIP Secured Party any liability for any claims arising from the prepetition or postpetition activities of CCA in the operation of its business or in connection with its restructuring efforts. So long as a DIP Secured Party complies with its obligations under the applicable DIP Loan Documents and applicable law: (i) such DIP Secured Party shall not, in any way or manner, be liable or responsible for (A) the safekeeping of the DIP Collateral, (B) any loss or damage thereto occurring or arising in any manner or fashion from any cause, (C) any diminution in the value thereof, or (D) any act or default of any carrier, servicer, bailee, custodian, forwarding agency, or other person or entity; and (ii) all risk of loss, damage, or destruction of the DIP Collateral shall be borne by CCA.

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20. Binding Effect; Successors and Assigns. The provisions of this Final Order shall be binding upon all parties in interest in this chapter 11 case and any Successor Case, including but not limited to CCA, the DIP Secured Parties, and their respective successors and assigns (including any chapter 11 or chapter 7 trustee hereafter appointed for the estate of CCA, any examiner appointed pursuant to section 1104 of the Bankruptcy Code, any statutory creditors' committee, or any other fiduciary appointed as a legal representative of CCA or with respect to any property of the estate of CCA), and shall inure to the benefit of CCA, the DIP Secured Parties, and each of their respective successors and assigns. In no event shall any DIP Secured Party have any obligation to make DIP Loans to, or permit the use of the Collateral by, any chapter 7 trustee, chapter 11 trustee, or similar responsible person appointed or elected for the estate of CCA.

21. Objections Overruled. Any and all objections to the relief requested in the Motion, to the extent that such objections are to entry of this Final Order and that have not otherwise been withdrawn, waived, or resolved by consent at or before the Final Hearing, and all reservations of rights included therein, are hereby OVERRULED and DENIED.

22. Conditions Precedent. No DIP Lender shall have any obligation to make any DIP Loans, or otherwise fulfil any obligation of such DIP Lender set forth in the DIP Loan Documents, unless the conditions precedent to making such extensions of credit or fulfilling any such obligation under the DIP Loan Documents have been satisfied in full or waived in accordance with the DIP Loan Documents.

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23. Effectiveness; Enforceability. This Final Order shall constitute findings of fact and conclusions of law and shall take effect and be fully enforceable *nunc pro tunc* to the Petition Date immediately upon entry hereof. Notwithstanding Bankruptcy Rules 4001(a)(3), 6004(h), 6006(d), 7062, or 9014 of the Bankruptcy Rules or any other Bankruptcy Rule, or Rule 62(a) of the Federal Rules of Civil Procedure, this Final Order shall be valid, take full effect, and be enforceable immediately upon entry hereof; there shall be no stay of execution or effectiveness of this Final Order; and any stay of the effectiveness of this Final Order that might otherwise apply is hereby waived for cause shown.

24. Inconsistencies. To the extent that any provisions in the other DIP Loan Documents are inconsistent with any of the provisions of this Final Order, the provisions of this Final Order shall govern and control.

25. Headings. Section headings used herein are for convenience only and are not to affect the construction of or to be taken into consideration in interpreting this Final Order.

**ANNEX A**

**DIP Credit Agreement**

**[Intentionally Omitted]**

**ANNEX B**

**Approved Budget**

**[Intentionally Omitted]**

**Exhibit B**

**Redline**

**UNITED STATES BANKRUPTCY  
COURT DISTRICT OF NEW JERSEY**

**Caption in Compliance with D.N.J. LBR  
9004-1(b)**

**DEBEVOISE & PLIMPTON LLP**

M. Natasha Labovitz ([admitted](#) *pro hac vice-*  
*pending*)

Sidney P. Levinson ([admitted](#) *pro hac vice-*  
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*Proposed Co-Counsel to the Debtor and  
Debtor in Possession*

In re:

CCA Construction, Inc.,<sup>1</sup>

Case No. ~~24~~ 24-22548 (~~—~~ CMG)

Chapter 11

Judge: [Christine M. Gravelle](#)

<sup>1</sup> The last four digits of CCA's federal tax identification number are 4862. CCA's service address for the purposes of this chapter 11 case is 445 South Street, Suite 310, Morristown, NJ 07960.

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Debtor.

**FINAL ORDER (I) AUTHORIZING  
THE DEBTOR TO OBTAIN POSTPETITION  
FINANCING; (II) GRANTING LIENS AND SUPERPRIORITY  
ADMINISTRATIVE EXPENSE CLAIMS; (III) MODIFYING  
THE AUTOMATIC STAY; AND (IV) GRANTING RELATED RELIEF**

The relief set forth on the following pages, numbered two (2) through thirty-nine (39), is

**ORDERED.**



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Upon CCA's motion filed on the Petition Date [Docket No. ~~—~~4] (the "**Motion**")<sup>2</sup> pursuant to sections 105, 362, 363, 364, 503 and 507 of the Bankruptcy Code, Bankruptcy Rules 2002, 4001, 6003, 6004 and 9014, and Local Rules 4001-3, 9013-1, and 9013-5 for entry of this Final Order:

- (a) authorizing CCA, on the terms set forth in the DIP Loan Documents (as defined below), to obtain postpetition financing, consisting of up to \$40,000,000 (the "**DIP Commitments**") comprising a first lien secured multi-draw term loan facility (the "**DIP Facility**," and each individual loan made thereunder, a "**DIP Loan**," collectively the loans made thereunder, the "**DIP Loans**," and, together with related obligations incurred under the DIP Facility, the "**DIP Obligations**"), \$5,000,000 of which became available in a single draw upon entry of the *Interim Order (I) Authorizing the Debtor to Obtain Postpetition Financing; (II) Granting Liens and Superpriority Administrative Expense Claims; (III) Modifying the Automatic Stay; and (IV) Granting Related Relief* [Docket No. ~~—~~27] (the "**Interim Order**"), \$3,000,000 of which will be available in a single draw upon entry of a final order granting the relief sought in the Motion in form and substance reasonably acceptable to the DIP Lenders (~~the~~this "**Final Order**"), and the remainder of which will be available in multiple draws of no less than

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<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion.

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\$500,000 per single draw following entry of the Final Order (or, in the event the balance of DIP Commitments are less than \$500,000, the full amount of undrawn DIP Commitments), from CCA's parent company, CSCEC Holding Company, Inc. (the "**DIP Lender**," and together with all other entities that become lenders under the DIP Loan Documents from time to time and each of their respective successors and permitted assigns, the "**DIP Lenders**");<sup>3</sup> in each case subject to the satisfaction of the conditions precedent set forth in the DIP Credit Agreement; for which CSCEC Holding Company, Inc. shall serve as administrative and collateral agent (in such capacities, together with its successors in such capacities, the "**DIP Agent**," and the DIP Agent, together with the DIP Lenders, are the "**DIP Secured Parties**" and each is a "**DIP Secured Party**"); authorizing CCA to execute and deliver additional documentation consistent with the terms of (or as may be required by) the DIP Credit Agreement substantially in the form attached hereto as Annex A without exhibits or schedules (as such agreement may be amended, in accordance with its terms and this Final Order, and including the exhibits and schedules thereto, the "**DIP Credit Agreement**") and the other DIP Loan

<sup>3</sup> For the avoidance of doubt, (a) nothing herein shall preclude the ability of the DIP Lenders to, in accordance with the applicable DIP Loan Documents, offer a portion of the DIP Commitments and DIP Loans to third-party capital providers and other financial institutions or other entities, it being understood that no such assignment or transfer shall become effective with respect to any portion of the DIP Commitments until the Closing Date (as defined in the DIP Credit Agreement); and (b) thereafter, assignments and participations of DIP Loans and DIP Commitments shall be in accordance with the DIP Loan Documents.

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Documents, and to perform such other and further acts as may be necessary or appropriate in connection therewith, or otherwise required under the DIP Loan Documents;

- (b) authorizing CCA to use proceeds of the DIP Loans (the “**DIP Loan Proceeds**”) as permitted in, and solely in accordance with, the DIP Loan Documents, this Final Order, and the Approved Budget (as defined herein);
- (c) granting valid, binding, continuing, enforceable, and automatically perfected (a) security interests in and liens on all of the Collateral (as defined in the DIP Credit Agreement) to the DIP Agent for the benefit of the DIP Secured Parties, and (b) granting superpriority administrative expense status to the DIP Obligations (as defined below), in each case subject to the Carve Out (as defined below);
- (d) authorizing CCA to pay the principal, interest, fees, expenses, disbursements, and other amounts payable under the DIP Loan Documents as and when such amounts become due and payable without other or further notice or order;
- (e) vacating and modifying the automatic stay imposed under section 362 of the Bankruptcy Code to the extent necessary to implement and effectuate the terms and provisions of this Final Order and the other DIP Loan Documents;
- (f) waiving CCA’s ability to surcharge against any DIP Collateral pursuant to section 506(c) of the Bankruptcy Code;

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(g) waiving any applicable stay with respect to the effectiveness and enforceability of this Final Order (including under Bankruptcy Rule 6004);

and

(h) granting CCA such other and further relief as is just and proper.

Upon consideration of (a) the Motion and the exhibits attached thereto, (b) the evidentiary record made at the ~~Final~~final hearing, which was held on January ~~[●]~~30, 2025, pursuant to Bankruptcy Rule 4001(c)(2) (the “**Final Hearing**”), (c) the First Day Declarations, (d) the arguments and statements of counsel at the Final Hearing, and (e) all matters brought to the Court’s attention at the Final Hearing, and the Court having found and determined that (i) the relief sought in the Motion is necessary to avoid immediate and irreparable harm to CCA and its estate as contemplated by Bankruptcy Rule 6003, and is in the best interests of CCA, its estate, creditors, stakeholders, and all other parties-in-interest, and essential for the continued operation of CCA’s business and the preservation of the value of CCA’s assets and (ii) the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and consideration, and good and sufficient cause appearing therefor:

**THE COURT HEREBY FINDS AND DETERMINES:<sup>4</sup>**

A. Petition Date. On December 22, 2024 (the “**Petition Date**”), CCA filed with the Court a voluntary petition for relief under chapter 11 of the Bankruptcy Code and is continuing

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<sup>4</sup> To the extent any findings of fact constitute conclusions of law, they are adopted as such, and vice versa.

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to operate its business as a debtor-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in this case.

B. Jurisdiction; Core Proceeding. This Court has jurisdiction over this chapter 11 case, the Motion, this Final Order, and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157(b) and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.). This is a “core” proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

C. Immediate Need for Postpetition Financing. An immediate and ongoing need exists for CCA to obtain the DIP Loans in order to permit, among other things, CCA to meet its obligations arising during CCA’s chapter 11 case, including the administration of CCA’s chapter 11 case, so as to maximize the value of its business and assets as debtor in possession under chapter 11 of the Bankruptcy Code. CCA does not have sufficient available sources of working capital to operate its business without access to the DIP Facility, warranting expedited consideration of the Motion and entry of this Final Order. CCA’s ability to preserve and maintain its assets, to pay employees, and to otherwise fund operations and an orderly chapter 11 process, is essential to CCA’s viability and preservation of the going-concern value of its business and the value of its assets. Without access to the DIP Facility, CCA’s estate would suffer immediate and irreparable harm.

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D. Proposed DIP Facility. CCA has requested that the DIP Lenders establish the DIP Facility pursuant to which CCA may obtain DIP Loans from time to time in accordance with the DIP Loan Documents, with all DIP Loans to be secured by DIP Liens (as defined below) upon the Collateral as described below, and all DIP Loans and obligations of CCA contemplated by the DIP Loan Documents to be granted superpriority administrative expense claims, as and to the extent set forth in the DIP Loan Documents. The DIP Lenders are willing to establish the DIP Facility upon the terms and conditions set forth in the DIP Loan Documents.

E. No Credit Available on More Favorable Terms. Despite diligent efforts and a sufficient marketing process, CCA has been unable to obtain postpetition financing on terms more favorable than those offered by the DIP Lenders under the DIP Loan Documents. CCA is unable to obtain adequate unsecured credit under section 503(b)(1) of the Bankruptcy Code. CCA also is unable to obtain secured credit allowable under section 364 of the Bankruptcy Code without granting the DIP Liens and the DIP Superpriority Claims (each, as defined below) under sections 364(c) and 364(d) of the Bankruptcy Code on the terms and conditions set forth in this Final Order and the other DIP Loan Documents.

F. Approved Budget. CCA has delivered to the DIP Agent a 13-week cash flow forecast of receipts and disbursements for the period from the Closing Date (as defined in the DIP Credit Agreement), attached to this Final Order as **Annex B** (the “**Approved Budget**”), which Approved Budget is reasonably acceptable to the DIP Lenders in accordance with the DIP Loan Documents. The DIP Secured Parties are relying upon the Approved Budget in entering into the DIP Loan Documents.

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G. Certain Conditions to DIP Facility. The DIP Lenders' willingness to make the DIP Loans is conditioned upon, among other things, (a) CCA obtaining Court approval to enter into the DIP Loan Documents and to incur all of its obligations thereunder, and to confer upon the DIP Secured Parties all rights, powers, and remedies thereunder and (b) the DIP Secured Parties being granted, as security for the prompt payment of the obligations under the DIP Facility and all other DIP Obligations, perfected security interests in and liens upon the Collateral, and that such perfected security interests and liens have the priorities set forth herein and in the other DIP Loan Documents.

H. Service of Motion and Notice of Final Hearing. The affidavit and declaration of service on file with the Court (Docket ~~No~~Nos. ~~[-]~~[•] 26 and 58) demonstrate that CCA has served copies of the Motion (together with the copies of the proposed DIP Credit Agreement and Approved Budget annexed hereto as Annexes A and B, respectively), and notice of the Final Hearing by electronic mail, telecopy transmission, hand delivery, overnight courier, or first class United States mail upon (a) the Office of the United States Trustee for the District of New Jersey; (b) the entities listed on the *List of Creditors Holding the 20 Largest Unsecured Claims*; (c) the Internal Revenue Service; (d) the Office of the United States Attorney for the District of New Jersey; (e) the Initial DIP Lenders and their counsel Lowenstein Sandler LLP; and (f) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Court finds that the foregoing notice of the Motion, as it relates to this Final Order and the Final Hearing, is appropriate, due, and sufficient for all purposes under the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, including sections 102(1) and 364 of the Bankruptcy Code and

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Bankruptcy Rule 4001(c), and that no further notice of the relief sought at the Final Hearing and the relief granted herein is necessary or required.

I. Prior Liens. Nothing herein shall constitute a finding or ruling by this Court that any alleged Prior Lien (as defined in the DIP Credit Agreement) is valid, senior, enforceable, prior, perfected, or non-avoidable. Moreover, nothing shall prejudice the rights of any party in interest, including CCA, the DIP Agent, or any statutory creditors' committee (if appointed), to challenge the validity, priority, enforceability, seniority, avoidability, perfection, or extent of any alleged Prior Lien. The right, if any, of a seller of goods to reclaim such goods under section 546(c) of the Bankruptcy Code is not a Prior Lien.

J. Finding of Good Cause. Good cause has been shown for the entry of this Final Order and authorization for: (a) the DIP Lenders to provide CCA with the DIP Loans and (b) CCA to accept, incur, and undertake the DIP Obligations pursuant to the DIP Loan Documents ~~during the Interim Period~~. CCA's need for financing of the type afforded by the DIP Loan Documents is critical. Entry of this Final Order will preserve the value of the assets of CCA's estate and is in the best interests of CCA, its creditors and its estate. The terms of the DIP Facility are fair and reasonable, including the interest rates and fees owed thereunder, reflect CCA's exercise of prudent business judgment consistent with its fiduciary duties, and are supported by reasonably equivalent value and fair consideration.

K. Finding of Good Faith. Based upon the record presented at the Final Hearing, the DIP Facility has been negotiated in good faith and at arm's length between CCA, on the one hand, and the DIP Secured Parties, on the other. All of the DIP Obligations, including all DIP



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Loans made pursuant to the DIP Loan Documents and all other liabilities and obligations of CCA under this Final Order, owing to the DIP Secured Parties shall be deemed to have been extended by the DIP Secured Parties in “good faith,” as such term is used in section 364(e) of the Bankruptcy Code, and in express reliance upon the protections offered by section 364(e) of the Bankruptcy Code. The DIP Secured Parties shall be entitled to the full protection of section 364(e) of the Bankruptcy Code in the event that this Final Order or any provision hereof is vacated, reversed, or modified, on appeal or otherwise.

L. No Liability to Third Parties. Subject to entry of the Final Order, CCA stipulates and the Court finds that in making decisions to advance DIP Loans to CCA, in administering any DIP Loans, in accepting the Approved Budget, or in taking any other actions permitted by this Final Order or the other DIP Loan Documents in their respective capacities as DIP Lenders or DIP Agent, none of the DIP Secured Parties shall be deemed to be in control of the operations of CCA or to be acting as a “responsible person” or “owner or operator” with respect to the operation or management of CCA.

M. Immediate Entry. CCA has requested immediate entry of this Final Order pursuant to Bankruptcy Rule 4001(c)(2) and the Local Rules. Absent the immediate grant by the Court of the relief sought by the Motion, CCA’s estate will be immediately and irreparably harmed. The consummation of the DIP Facility in accordance with the terms of this Final Order and the other DIP Loan Documents, is in the best interest of CCA’s estate, and is consistent with CCA’s exercise of its fiduciary duties. Under the circumstances, the notice given by CCA of the Motion and Final Hearing constitutes due and sufficient notice thereof and complies with

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Bankruptcy Rule 4001(c) and the Local Rules. No further notice of the relief sought at the Final Hearing is necessary or required.

N. No Claims or Causes of Action. Subject to entry of the Final Order, there exist no claims or causes of action against any of the DIP Agent or the other DIP Secured Parties with respect to, in connection with, related to, or arising from the DIP Loan Documents, or the DIP Facility that may be asserted by the DIP Secured Parties or CCA or any other person or entity.

**NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDICATED, AND DECREED** as follows:

1. Grant of Motion; Authorization of Postpetition Financing; Use of Proceeds.

(a) The Motion is hereby granted as and to the extent provided herein, and the Court hereby authorizes and approves CCA's execution and delivery of the DIP Loan Documents, and CCA's execution and delivery of all instruments, security agreements, assignments, pledges, mortgages, reaffirmations, and other documents referred to therein or reasonably requested by the DIP Secured Parties to give effect to the terms thereof and as will be drafted and executed as contemplated therein, in each case, in final form and substance consistent with this Final Order and otherwise reasonably acceptable to the DIP Secured Parties (collectively, this Final Order, the DIP Credit Agreement, the Collateral Documents, the Approved Budget, and any other document delivered to any DIP Secured Party in connection with any of the foregoing, in each case, as the same may be amended, restated, or otherwise modified from time to time in accordance with the terms of this

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Final Order and the DIP Credit Agreement, are referred to herein as the “**DIP Loan Documents**”).

(b) CCA is hereby authorized to borrow under the DIP Loan Documents and this Final Order up to an ~~interim~~ aggregate principal amount of ~~\$5,000,000 during the Interim Period~~ 40,000,000, subject to any conditions and limitations on availability in the DIP Loan Documents, plus all interest, fees, and other charges payable in connection with the DIP Loans as provided in the DIP Credit Agreement and other DIP Loan Documents; to incur any and all liabilities and obligations under the DIP Loan Documents; and to pay all principal, interest, fees, expenses, and other obligations provided for under the Approved Budget and the other DIP Loan Documents, including the obligations under the DIP Loan Documents to indemnify each Indemnitee (as defined in the DIP Credit Agreement);

(c) No DIP Secured Party shall have any obligation or responsibility to monitor the use of the DIP Loans, and each DIP Secured Party may rely upon CCA’s representations that the amount of the DIP Loans requested at any time, and the use thereof, are in accordance with the requirements of this Final Order, the Approved Budget, the DIP Loan Documents, the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

(d) CCA may obtain and use the DIP Loan Proceeds ~~during the Interim Period~~ only as permitted under the DIP Loan Documents. For the avoidance of doubt, no DIP Loan Proceeds may be used to make any payment in settlement or satisfaction of any

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prepetition claim or administrative claim, unless such payment is (a) contemplated by the Interim Order, this Final Order, the DIP Credit Agreement, or an Acceptable Plan, (b) in compliance with the Approved Budget, (c) made with the prior written consent of the DIP Lenders in accordance with the terms of the DIP Credit Agreement, or (d) to the extent required by applicable law, separately approved or authorized by the Court upon notice to the DIP Agent.

2. Entry into, Execution, Delivery, and Performance of DIP Loan Documents. CCA is hereby authorized to (a) enter into the DIP Credit Agreement and the other DIP Loan Documents, (b) incur and perform the DIP Obligations arising from and after the date of the Interim Order under the DIP Facility, (c) repay amounts borrowed, together with interest, and (d) pay all fees, costs, and expenses contemplated therein (including but not limited to indemnification of the Indemnitees), as well as any other outstanding DIP Obligations to the DIP Secured Parties, in each case in accordance with and subject to the terms and conditions set forth in this Final Order, the other DIP Loan Documents, and such additional documents, instruments, and agreements as may reasonably be required by the DIP Secured Parties to implement the terms or effectuate the purpose of and transactions contemplated by the DIP Loan Documents, the terms of which are incorporated by reference. The DIP Loan Documents may be executed and delivered on behalf of CCA by any officer, director, or agent of CCA, who by signing shall be deemed to represent himself or herself to be duly authorized and empowered to execute such DIP Loan Documents for and on behalf of CCA. The DIP Secured Parties shall be authorized to rely upon any such person's execution and delivery of any of the DIP Loan Documents as having

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done so with all requisite power and authority to do so, and the execution and delivery of any of the DIP Loan Documents by any such person on behalf of CCA shall be conclusively presumed to have been duly authorized by all necessary corporate action of CCA. Upon execution and delivery thereof, each of the DIP Loan Documents shall constitute valid and binding obligations of CCA, enforceable against CCA in accordance with its terms for all purposes during its chapter 11 case, any subsequently converted case of CCA under chapter 7 of the Bankruptcy Code (a “**Successor Case**”), and after the dismissal of any chapter 11 case. Subject to the provisions of paragraph 14, no obligation, payment, or transfer under the DIP Loan Documents or this Final Order shall be stayed, restrained, voidable, avoidable, or recoverable under the Bankruptcy Code or under any applicable non-bankruptcy law (including under sections 502(d), 544, 547, 548, 549, or 550 of the Bankruptcy Code or under any applicable Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, Uniform Voidable Transactions Act, or similar statute or common law), or subject to any defense, reduction, setoff, recoupment, or counterclaim.

3. DIP Liens. As security for CCA’s payment and performance under the DIP Loan Documents, all principal, interest, costs, expenses, fees, and other charges at any time payable by CCA to the DIP Secured Parties in connection with the DIP Loan Documents, all reimbursement obligations, and all other indebtedness and obligations contemplated under any of the DIP Loan Documents (all of the foregoing being collectively called the “**DIP Obligations**”), the DIP Agent, for itself and for the benefit of the DIP Lenders, is hereby granted the following valid, binding, enforceable, non-avoidable, and automatically and properly perfected security interests

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in and liens upon all of the DIP Collateral (collectively, the “**DIP Liens**”) in the priorities set forth in subparagraphs (a) and (b) below, each of which shall be subject to the Carve Out:

(a) First priority liens pursuant to section 364(c)(2) of the Bankruptcy Code on all Collateral that was not encumbered by Permitted Senior Liens (as defined below), and

(b) to the extent any Collateral is subject to any (i) liens perfected subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy Code or (ii) liens on retainers held by professionals, to the extent such retainers are not prohibited under the Bankruptcy Code or any applicable orders of the Court (the foregoing clauses (i) and (ii) being referred to collectively as the “**Permitted Senior Liens**”), senior liens, pursuant to section 364(d) of the Bankruptcy Code, on such Collateral subject and subordinate only to Permitted Senior Liens.

(c) Liens Senior to Certain Other Liens. The DIP Liens shall be effective immediately upon the entry of this Final Order and shall not at any time be (i) subject or subordinate to (A) any lien or security interest that is avoided and preserved for the benefit of CCA or CCA’s estate under section 551 of the Bankruptcy Code, (B) except to the extent the DIP Loan Documents expressly allow a postpetition lien to have priority over the DIP Liens, any postpetition liens granted by CCA to other persons or entities or otherwise arising after the Petition Date, including any liens or security interests granted in favor of any federal, state, municipal, or other governmental unit, commission, board, or court for any liability of CCA, or (C) any intercompany or affiliate liens or security

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interests against CCA; (ii) subordinated to or made *pari passu* with any other lien or security interest on the Collateral under section 363 or 364 of the Bankruptcy Code; or (iii) subject to sections 510(c), 548, 549, or 550 of the Bankruptcy Code. In no event shall any person or entity who pays (or, through the extension of credit to CCA, causes to be paid) any of the DIP Obligations be subrogated, in whole or in part, to any rights, remedies, claims, privileges, liens, or priorities granted to or in favor of, or conferred upon, any DIP Secured Party by the terms of any DIP Loan Documents or this Final Order unless such person or entity contemporaneously causes payment in full of all of the DIP Obligations.

(d) Right to Challenging Competing Liens. The DIP Agent (at the direction of the DIP Lenders in accordance with the terms of the DIP Credit Agreement) shall have the right and the standing to challenge the validity, priority, perfection, extent, or amount of any lien or security interest filed or otherwise asserted against CCA that relates to DIP Collateral that purports to be senior or *pari passu* with to any DIP Lien, including any lien or security interest that, if found to be valid, enforceable, non-revocable, and perfected, would constitute a Prior Lien.

(e) Exclusion from Collateral. Solely for the purposes of this Final Order, notwithstanding anything to the contrary herein or in the DIP Loan Documents, Collateral shall not include any of CCA's (i) leasehold interests in equipment leases or the equipment leased thereunder ~~or~~; (ii) equipment subject to financing arrangements (whether through secured loans, finance leases, or otherwise) and interests in the

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underlying financing agreements, in each case to the extent that the relevant lease or financing agreement prohibits or conditions the grant of a lien or the assignment of the lease or other financing agreement upon the consent of a non-debtor counterparty to the extent such consent (A) is not actually obtained (after the use of commercially reasonable efforts to obtain such consent) and (B) is required under applicable law to grant the applicable security interest, or (iii) claims and causes of action pursuant to sections 502(d), 544, 545, 547, 548, 549, 550, 551, 553(b), 732(2), or 742(2) of the Bankruptcy Code (the “Avoidance Actions”), provided that Collateral shall include a senior lien on the proceeds of such Avoidance Actions.

4. Superpriority Claims.

(a) Allowed Claims. All DIP Obligations shall at all times constitute superpriority administrative expense claims against CCA (the “**DIP Superpriority Claims**”) that will, in accordance with section 364(c)(1) of the Bankruptcy Code, have priority over any and all administrative expenses of and unsecured claims against CCA now existing or hereafter arising, of any kind or nature whatsoever, including but not limited to all administrative expenses of the kind specified in, or arising or ordered under, sections 105, 326, 328, 503(b), 506(c), 507(a), 507(b), 546(c), 726, and 1114 of the Bankruptcy Code (including those resulting from the conversion of this chapter 11 case pursuant to section 1112 of the Bankruptcy Code), subject only to the Carve Out. The DIP Superpriority Claims shall survive any conversion of this chapter 11 case to a case under chapter 7 of the Bankruptcy Code or the dismissal of this chapter 11 case. Subject



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only to the Carve Out, the DIP Superpriority Claims shall be payable from and have recourse to all pre- and postpetition property of CCA and its estate (excluding Avoidance Actions but, upon entry of the Final Order, including Avoidance Proceeds (as such terms are defined below)).

(b) Proceeds of Avoidance Actions. The DIP Superpriority Claims shall have recourse to all proceeds (the “**Avoidance Proceeds**”) of ~~all of CCA’s claims and causes of action pursuant to sections 502(d), 544, 545, 547, 548, 549, 550, 551, 553(b), 732(2), or 742(2) of the Bankruptcy Code (the “Avoidance Actions”)~~, including but not limited to all of CCA’s claims and causes of actions pursuant to section 549 and 550 of the Bankruptcy Code to avoid and recover any postpetition transfer of DIP Collateral or postpetition transfer of DIP Loan Proceeds.

5. Repayment of DIP Obligations. The DIP Obligations shall be due and payable, and shall be paid, as and when provided in the DIP Loan Documents and as provided herein, without defense, offset, or counterclaim. Without limiting the generality of the foregoing, in no event shall CCA be authorized to offset or recoup any amounts owed, or allegedly owed, by any DIP Secured Party to CCA or any of its subsidiaries or affiliates against any of the DIP Obligations without the prior written consent of the DIP Secured Parties, if any, that would be adversely affected by any such offset or recoupment, and no such consent shall be implied from any action, inaction or acquiescence by any DIP Secured Party.

6. Payments Free and Clear. All payments or proceeds remitted to the DIP Agent by or on behalf of CCA pursuant to the DIP Loan Documents, the provisions of this Final Order, or

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any subsequent order of this Court or any other court exercising jurisdiction over this chapter 11 case or any Successor Case, shall be received free and clear of any claim, charge, assessment, or other liability, including any such claim or charge arising out of or based on, directly or indirectly, section 506(c).

7. Fees and Expenses of Estate Professionals. Subject to paragraphs 12 and 13 below, CCA is authorized to use DIP Loan Proceeds to pay such compensation and expense reimbursement (collectively, “**Professional Fees**”) of professional persons (including attorneys, financial advisors, accountants, investment bankers, appraisers, and consultants, in each case to the extent such professional person’s retention is subject to court approval) retained pursuant to section 327, 330, 331, 363, or 1103 of the Bankruptcy Code, as applicable, by CCA (such retained professionals, the “**Debtor’s Professionals**”) or a statutory creditors’ committee, (such retained professionals, the “**Committee Professionals**” and, collectively with CCA’s Professionals, the “**Professionals**”), to the extent that such compensation and expense reimbursement is authorized and approved by the Court at any time.

8. Section 506(c) Claims. Except to the extent of the Carve Out, no costs or expenses of administration shall be imposed upon any DIP Secured Party or on any DIP Collateral pursuant to section 506(c) of the Bankruptcy Code or otherwise without the prior written consent of such DIP Secured Party, and no such consent shall be implied from any action, inaction, or acquiescence by any DIP Secured Party. Further, CCA waives, and shall not assert in this chapter 11 case or any Successor Case, any surcharge claim under sections 105(a)

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and/or 506(c) of the Bankruptcy Code or otherwise with respect to the DIP Obligations or the DIP Liens.

9. Carve Out.

(a) Notwithstanding anything to the contrary in this Final Order, any other DIP Loan Document, or any other order of this Court to the contrary, the rights and claims of the DIP Lenders, including the DIP Liens and DIP Superpriority Claims, shall be subject and subordinate in all respects to the payment of the Carve Out. As used in this Final Order, “**Carve Out**” means the sum of (i) all fees required to be paid to the Clerk of the Court and to the United States Trustee under sections 156(c) and 1930(a) of title 28 of the United States Code plus interest, if any, as set forth in section 3717 of title 31 of the United States Code (without regard to the notice set forth in (iii) below); (ii) all reasonable fees and expenses up to \$50,000 incurred by a trustee under section 726(b) of the Bankruptcy Code (without regard to the notice set forth in (iii) below); (iii) to the extent allowed at any time, whether allowed by the Court prior to or after delivery of a Carve Out Trigger Notice (as defined below), whether by interim order, procedural order, or otherwise, all unpaid fees and expenses (including any restructuring, sale, success, or other transaction fee of any investment bankers or financial advisors) accrued or incurred by the Professionals (such fees and expenses, the “**Allowed Professional Fees**”) at any time before or on the first business day following the day on which a Carve Out Trigger Notice is delivered by the DIP Agent in accordance with this paragraph 9 (such date of delivery, the “**Termination Declaration Date**”); and (iv) Allowed Professional Fees

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incurred after the first business day following the Termination Declaration Date, to the extent allowed at any time, whether by interim order, procedural order, or otherwise, in an aggregate amount not to exceed \$3,000,000 less the amount of any prepetition retainers received by the Professionals and not applied to the fees, disbursements, costs, and expenses set forth in clause (iii) above (the amount set forth in this clause (iv), the **“Post-Carve Out Trigger Notice Cap”**). For purposes of the foregoing, **“Carve Out Trigger Notice”** shall mean a written notice delivered by email (or other electronic means) by the DIP Agent (at the direction of the DIP Lenders) to CCA, its lead restructuring counsel, the U.S. Trustee, and counsel to any statutory creditors’ committee, which notice may be delivered following the occurrence and during the continuation of an Event of Default (as defined in any DIP Loan Document), stating that the Post-Carve Out Trigger Notice Cap has been invoked.

(b) On the Termination Declaration Date, the Carve Out Trigger Notice shall constitute a demand to CCA to utilize all cash on hand as of such date to fund a reserve in an amount equal to the then-unpaid amounts of the Allowed Professional Fees within one business day of the Termination Declaration Date; *provided* that in the event that a Termination Declaration Date occurs, each Professional shall have two business days to deliver to CCA such Professional’s good faith estimate of the Allowed Professional Fees incurred through the Termination Declaration Date, and CCA shall fund into the Carve Out Account (as defined below) such amounts within one business day of receipt of such estimates. CCA shall deposit and hold such amounts (the **“Pre-Carve Out Trigger**

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**Notice Reserve**”) in the Carve Out Account in trust to pay such then-unpaid Allowed Professional Fees prior to any and all other Allowed Professional Fees. On the Termination Declaration Date, the Carve Out Trigger Notice shall also constitute a demand to CCA to utilize all cash on hand as of such date and any available cash thereafter held by CCA, after funding the Pre-Carve Out Trigger Notice Reserve, to fund a reserve in an amount equal to the Post-Carve Out Trigger Notice Cap. CCA shall deposit and hold such amounts (the “**Post-Carve Out Trigger Notice Reserve**” and, together with the Pre-Carve Out Trigger Notice Reserve, the “**Carve Out Reserves**”) in a segregated account (the “**Carve Out Account**”) at an institution reasonably designated by the DIP Agent (at the direction of the DIP Lenders) in trust to pay such Allowed Professional Fees benefiting from the Post-Carve Out Trigger Notice Cap prior to any and all other Allowed Professional Fees. For the avoidance of doubt, the Carve Out Account and all funds on deposit therein from time to time, including but not limited to the Carve Out Reserves, shall continue to constitute Collateral, subject only to the terms of the Carve Out as described in this paragraph 9. All funds in the Pre-Carve Out Trigger Notice Reserve shall be used first to pay the obligations set forth in clauses (i) through (iii) of the definition of Carve Out set forth above (the “**Pre-Carve Out Amounts**”) until paid in full, and then, to the extent the Pre-Carve Out Trigger Notice Reserve has not been reduced to zero, to repay the DIP Obligations, unless the DIP Obligations have been indefeasibly paid in full and all DIP Commitments have been terminated, in which case such remaining funds shall be retained by CCA. All funds in the Post-Carve Out Trigger

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Notice Reserve shall be used first to pay the obligations set forth in clause (iv) of the definition of Carve Out set forth above (the “**Post-Carve Out Amounts**”) until paid in full, and then, to the extent the Post-Carve Out Trigger Notice Reserve has not been reduced to zero, to repay the DIP Obligations, unless the DIP Obligations have been indefeasibly paid in full and all DIP Commitments have been terminated, in which case such remaining funds shall be retained by CCA.

(c) Notwithstanding anything to the contrary in this Final Order or the other DIP Loan Documents, following delivery of a Carve Out Trigger Notice, none of the DIP Secured Parties shall be permitted to sweep or foreclose on cash (including cash received as a result of the sale or other disposition of any assets) of CCA in the Carve Out Account unless and until the Pre-Carve Out Amounts (with respect to the Pre-Carve Out Trigger Notice Reserve) or Post-Carve Out Amounts (with respect to the Post-Carve Out Trigger Notice Reserve), as applicable, are paid in full as described in paragraph 9(b) above. Further, notwithstanding anything to the contrary in this Final Order or the other DIP Loan Documents, (i) disbursements by CCA from the Carve Out Account shall not constitute DIP Loans or increase or reduce the DIP Obligations, (ii) the failure of the Carve Out Reserves to satisfy in full the Allowed Professional Fees shall not affect the priority of the Carve Out, (iii) in no way shall the Approved Budget, Carve Out, Post-Carve Out Trigger Notice Cap, Carve Out Reserves, or any of the foregoing be construed as a cap or limitation on the amount of the Allowed Professional Fees due and payable by CCA, and (iv) the Carve Out as provided for and capped by this Final Order

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shall be senior to and have priority over all liens securing the DIP Obligations and the DIP Superpriority Claims. Notwithstanding the foregoing, subject to the terms of any applicable retention orders entered by the Court, the DIP Secured Parties reserve all of their rights to challenge or otherwise object to any of the fees or expenses sought to be approved by any of the Professionals.

(d) Any payment or reimbursement made prior to the Termination Declaration Date in respect of any Allowed Professional Fees shall not reduce the Carve Out. Any payment or reimbursement made on or after the Termination Declaration Date in respect of any Allowed Professional Fees shall permanently reduce the Carve Out on a dollar-for-dollar basis.

(e) None of the DIP Secured Parties shall be responsible for the payment or reimbursement of any fees or disbursements of any Professional incurred in connection with the chapter 11 case or any Successor Case. Nothing in this Final Order or otherwise shall be construed to obligate the DIP Secured Parties, in any way, to pay compensation to, or to reimburse expenses of, any Professional or to guarantee that CCA has sufficient funds to pay such compensation or reimbursement.

10. DIP Loan Proceeds Restrictions. Neither the Carve Out nor any DIP Loan Proceeds or Collateral shall be used to, among other things (any of the following each a “**Prohibited Purpose**”): (a) object to, seek subordination of, or contest the validity, extent, perfection, priority, or enforceability of the DIP Facility or the amount due thereunder and the superpriority claims granted thereby, the DIP Liens; (b) investigate, initiate, assert, or prosecute

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any claim, defense, demand, or cause of action against the DIP Agent or the DIP Lenders or any of their respective officers, directors, employees, agents, attorneys, representatives, subsidiaries, affiliates, or shareholders, under or relating to the DIP Facility, including, in each case, any action, suit or other proceeding for breach of contract or tort or pursuant to sections 105, 506, 510, 544, 547, 548, 549, 550, 551, 552, or 553 of the Bankruptcy Code, or under any other applicable law (state, federal, or foreign), or otherwise; (c) prevent, hinder, or delay, whether directly or indirectly, any DIP Secured Party's assertion or enforcement of its liens and security interests, or its efforts to realize upon any DIP Collateral or the claims authorized or granted under the DIP Loan Documents or exercise any other rights and remedies under the DIP Loan Documents or applicable law; (d) seek to modify any of the rights granted under this Final Order to any DIP Secured Party; (e) assert any defense, counterclaim, or offset any DIP Obligations or any other rights or claims granted by this Final Order or the Other DIP Loan Documents; or (f) object to, contest, delay, prevent, or interfere in any way with the exercise of rights or remedies by any DIP Secured Party with respect to any Collateral unless as specifically permitted by the DIP Loan Documents.

11. Reservation of Rights.

(a) Protection from Subsequent Financing Order. Prior to the payment in full of all DIP Obligations and the termination of all funding commitments under the DIP Facility in accordance with the terms of the DIP Loan Documents, there shall not be entered in this chapter 11 case or in any Successor Case any order other than with the consent of the DIP Agent and the requisite DIP Lenders (as provided for in the DIP Loan



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Documents) that authorizes the obtaining of credit or the incurrence of indebtedness by CCA (or any trustee or examiner) that is: (i) secured by a security interest, mortgage, or other lien on all or any part of the DIP Collateral that is equal or senior to the DIP Liens or (ii) entitled to claims with payment priority that is equal or senior to the DIP Superpriority Claims; *provided, however*, that nothing herein shall prevent the entry of an order that specifically provides for, as a non-waivable condition to the granting of the benefits of clauses (i) and (ii) above, (1) the indefeasible payment in full and in cash of all of the DIP Obligations and (2) the termination of any funding commitments under the DIP Loan Documents.

(b) Rights Upon Dismissal, Conversion, or Consolidation. The dismissal, conversion, transfer of venue, or substantive consolidation of this chapter 11 case shall not affect the rights or remedies of any DIP Secured Party under the DIP Loan Documents or this Final Order, and all of the respective rights and remedies hereunder and thereunder of each DIP Secured Party shall remain in full force and effect as if such chapter 11 case had not been dismissed, converted, transferred, or substantively consolidated.

(c) Survival of Final Order. This Final Order, and any actions taken pursuant hereto, shall survive the entry of and shall not be modified, superseded, impaired, discharged, or in any way altered, without the consent of the DIP Secured Parties, by any order that may be entered: (i) confirming any plan of reorganization or liquidation in CCA's chapter 11 case; (ii) converting CCA's chapter 11 case to a case under chapter 7

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of the Bankruptcy Code; (iii) dismissing CCA's chapter 11 case or any Successor Case; (iv) transferring venue of CCA's chapter 11 case to another court; or (iv) pursuant to which the Court abstains from hearing the chapter 11 case or any Successor Case. The terms and provisions of this Final Order, including the claims, liens, security interests, and other protections granted to the DIP Secured Parties pursuant to this Final Order or the other DIP Loan Documents, shall continue in full force and effect notwithstanding the entry of any such order, and such rights, claims and liens shall maintain their priority as provided by this Final Order and the other DIP Loan Documents to the maximum extent permitted by law until all of the DIP Obligations are indefeasibly paid in full in accordance with the DIP Loan Documents.

(d) No Discharge. None of the DIP Obligations shall be discharged by the entry of any order confirming a plan of reorganization or liquidation in this chapter 11 case unless such obligations have been indefeasibly paid in full and in cash in accordance with the DIP Loan Documents on or before the effective date of such plan, or each of the DIP Secured Parties has otherwise agreed in writing, and, pursuant to section 1141(d)(4) of the Bankruptcy Code, CCA has waived such discharge.

(e) Credit Bid Protection. The DIP Secured Parties shall have, pursuant to section 363(k) of the Bankruptcy Code, the unqualified right to credit bid, or purchase, up to the full amount of the DIP Obligations and the DIP Superpriority Claims, without the need for further Court order authorizing the same, in connection with any sale of any of the DIP Collateral, whether such sale is effectuated through section 363 or 1129 of the

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Bankruptcy Code, by a chapter 7 trustee under section 725 of the Bankruptcy Code, or otherwise. CCA shall not object to or support any objection to any DIP Secured Party credit bidding up to the full amount of its outstanding DIP Obligations in accordance with the applicable DIP Loan Documents in any sale of any DIP Collateral, whether such sale is effectuated through section 363 or 1129 of the Bankruptcy Code, by a chapter 7 trustee under section 725 of the Bankruptcy Code, or otherwise.

(f) No Marshaling. In no event shall any DIP Secured Party be subject to the equitable doctrine of “marshaling” or any similar doctrine with respect to any DIP Collateral.

(g) No Requirement to File Claim for DIP Obligations. Notwithstanding anything to the contrary contained in any prior or subsequent order of the Court, including any order establishing a deadline for the filing of proofs of claim or requests for payment of administrative expenses under section 503(b) of the Bankruptcy Code, no DIP Secured Party shall be required to file any proof of claim or request for payment of administrative expenses with respect to any of the DIP Obligations, all of which shall be due and payable in accordance with the DIP Loan Documents applicable thereto without the necessity of filing any such proof of claim or request for payment of administrative expenses; and the filing of or failure to file any such proof of claim or request for payment of administrative expenses shall not affect the validity, priority, or enforceability of any of the DIP Loan Documents or of any DIP Obligations arising at any time thereunder, or prejudice or otherwise adversely affect any DIP Secured Party’s rights,

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remedies, powers, or privileges under any of the DIP Loan Documents, this Final Order, or applicable law.

12. Automatic Perfection of Liens. The DIP Liens are effective, valid, binding, enforceable, and duly perfected upon entry of this Final Order. None of the DIP Secured Parties shall be required to file any UCC-1 financing statement, mortgage, deed of trust, assignment, pledge, security deed, notice of lien, or any similar document or instrument in any jurisdiction or take any other action (including taking possession of any of the DIP Collateral) in order to validate the perfection of any DIP Liens, but all of such filings and other actions are hereby authorized by the Court. If the DIP Agent, in its discretion, chooses to file or record any such mortgage, deed of trust, assignment, pledge, security deed, notice of lien, or UCC-1 financing statement, or take any other action in any jurisdiction to evidence the perfection of any part of the DIP Liens, CCA and its respective officers are authorized and directed to use commercially reasonable efforts to execute, file, and record any documents or instruments as the DIP Agent may reasonably request, and all such documents and instruments shall be deemed to have been filed or recorded at the time and on the date of entry of the Interim Order. The DIP Agent may, in its reasonable discretion, file a certified copy of this Final Order in any filing office in any jurisdiction in which CCA is organized or has or maintains any DIP Collateral or an office, and each filing office is directed to accept such certified copy of this Final Order for filing and recording. The DIP Agent or the DIP Lenders may require CCA to enter into non-U.S. security documentation with respect to any Collateral located in non-U.S. jurisdictions, and CCA and its respective officers are authorized and directed to use commercially reasonable efforts to execute,

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file, and record any documents or instruments as the DIP Agent or the DIP Lenders may reasonably request, and all such documents and instruments shall be deemed to have been filed or recorded at the time and on the date of entry of this Final Order.

13. Reimbursement of Fees, Costs, and Expenses of DIP Secured Parties. CCA shall reimburse the DIP Secured Parties for their reasonable and documented out-of-pocket fees, costs, and expenses, whether accrued on, prior to, or after the Closing Date, in connection with (a) the preparation, negotiation, execution, and administration of the DIP Loan Documents and any other document prepared in connection therewith or the consummation and administration of any transaction contemplated therein, including any amendment or waiver of the DIP Loan Documents, (b) the funding of the DIP Loans, (c) the creation, perfection, or protection of the DIP Liens (including all search, filing and recording fees), (d) internal audit reviews and field examinations, (e) the enforcement or preservation of any right or remedy under any DIP Loan Document, any DIP Obligation, or with respect to the DIP Collateral, (f) the commencement, defense, conduct of, intervention in, or the taking of any other action (including preparation for and/or response to any subpoena or request for document production relating thereto) with respect to, any proceeding related to CCA, any DIP Loan Document or DIP Obligation, (g) the review of pleadings and other filings made with the Bankruptcy Court, (h) attendance at hearings in respect of the chapter 11 case, (i) any refinancing or restructuring of the DIP Loans in the nature of a “work-out,” and (j) defending and prosecuting any actions or proceedings arising out of or relating to the DIP Obligations or any transactions related to arising in connection with the DIP Loan Documents; *provided* that, in the case of each of the foregoing clauses (a)-(j), such

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fees, costs, and expenses of counsel shall be limited to one law firm on behalf of all DIP Secured Parties and, to the extent necessary, one local counsel in each relevant jurisdiction (and in the case of an actual or perceived conflict of interest, one additional law firm on behalf of the affected DIP Secured Party). Each professional or party shall provide copies of applicable invoices (which invoices may be redacted or summarized for protection of an applicable privilege or the work product doctrine) (the fees thereunder, the “**Invoiced Fees**”) to lead restructuring counsel to CCA, counsel to any statutory creditors’ committee, and the U.S. Trustee, and any other party as directed by the Court, which invoices shall, for any law firm or other counsel, include (i) a general, brief description of the nature of the matters for which services were performed, (ii) a list of the relevant attorneys and total hours billed by each for the relevant period, and (iii) such other detail regarding the Invoiced Fees as the U.S. Trustee may reasonably request to be provided on a confidential basis. Any objections raised by CCA, the U.S. Trustee, or any statutory creditors’ committee, or any other party provided invoices as directed by the Court challenging any portion of the Invoiced Fees (such portion, the “**Disputed Invoiced Fees**”) must be in writing and state with particularity the grounds therefor and must be submitted to the applicable professional or party within 10 business days of receipt (the “**Review Period**”) and, if after the Review Period an objection remains unresolved, such objection will be subject to resolution by the Court. After the Review Period, the undisputed portion of Invoiced Fees will be paid promptly by CCA, without the necessity of filing formal fee applications, regardless of whether such amounts arose or were incurred before or after the Petition Date. Notwithstanding the foregoing, CCA is authorized to pay any such costs, fees, and expenses

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required as a condition precedent to the obligations of the DIP Lenders pursuant to the DIP Credit Agreement without the need to provide notice to any other party or otherwise comply with the procedures set forth in this paragraph 13 and without any further application to or order of this Court. CCA shall pay any Disputed Invoiced Fees promptly upon resolution of the objection, including to the extent resolved through approval by the Court, to the extent of such approval. In no event shall any invoice or other statement submitted by any DIP Secured Party to CCA, any statutory creditors' committee, the U.S. Trustee, or any other interested person (or any of their respective Professionals) with respect to fees or expenses incurred by any professional retained by such DIP Secured Party operate to waive the attorney/client privilege, the work-product doctrine, or any other evidentiary privilege or protection recognized under applicable law.

14. Amendments and Waivers. CCA and the DIP Secured Parties are hereby authorized to enter into, in accordance with the terms of the applicable DIP Loan Documents and without further order of the Court, any amendments to, modifications of, or waivers with respect to any of such DIP Loan Documents (and the payment of any fees, expenses, or other amounts payable in connection therewith) on the following conditions: (a) the amendment, modification, or waiver must not constitute a material change to the terms of such DIP Loan Document; and (b) copies of the amendment, modification, or waiver must be served upon counsel for any statutory creditors' committee and the U.S. Trustee. Any amendment, modification, or waiver that constitutes a material change, to be effective, must be approved by the Court. For purposes hereof, a "material change" shall mean a change to a DIP Loan Document that operates to

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shorten the term of the DIP Facility or the maturity of the DIP Obligations, to increase the aggregate amount of the DIP Commitments, to increase the rate of interest other than as currently provided in or contemplated by such DIP Loan Documents, to add specific Events of Default, or to enlarge the nature and extent of remedies available to the DIP Agent following the occurrence of an Event of Default. Without limiting the generality of the foregoing, no amendment of a DIP Loan Document that postpones or extends any date or deadline therein or herein (including the expiration of the term of a DIP Facility), nor any waiver of an Event of Default, shall constitute a “material change” and any such amendment or waiver may be effectuated by CCA and the applicable DIP Secured Parties without the need for further approval of the Court.

15. Events of Default; Remedies.

(a) Notice of Default. Upon the occurrence of an Event of Default under (and as defined in) any DIP Loan Document and during the continuance thereof: (i) the DIP Lenders may declare, on a pro rata basis, all or any portion of the DIP Facility and DIP Commitments to be suspended or terminated, whereupon such DIP Facility and DIP Commitments shall forthwith be suspended or terminated; (ii) CCA shall have no right to request any extension of credit under the DIP Facility or to use DIP Loan Proceeds or any Collateral or proceeds of Collateral other than towards the satisfaction of the DIP Obligations and the Carve Out pursuant to this Final Order and the other DIP Loan Documents, and (iii) subject to the terms of the DIP Credit Agreement, the DIP Agent may in its discretion serve upon counsel for CCA, counsel for any statutory creditors’ committee, and the U.S. Trustee a written notice (a “**Default Notice**”) setting forth the



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Events of Default, in which event (unless the Court determines that no Event of Default exists or continues to exist, after notice and a hearing) effective five business days after the Default Notice is filed (the “**Remedies Notice Period**”), the DIP Agent shall be deemed to have received complete relief from the automatic stay imposed by section 362(a) of the Bankruptcy Code (and any other stay then in effect) and shall be authorized, without further notice to CCA or any other interested party or any further order of this Court, to (A) declare all or any portion of the unpaid principal amount of all outstanding DIP Loans, all interest accrued and unpaid thereon, and all other DIP Obligations and other amounts owing or payable under any of the DIP Loan Documents, to be immediately due and payable, (B) demand payment and enforce collection of all DIP Obligations, and (C) otherwise exercise all rights and remedies available to them under the DIP Loan Documents, as applicable. During the Remedies Notice Period, CCA and any statutory creditors’ committee shall be entitled to seek an emergency hearing with the Court (such hearing, a “**Remedies Hearing**”). In any Remedies Hearing, CCA shall waive its right to and shall not be entitled to seek relief, including under section 105 of the Bankruptcy Code, to the extent that such relief would impair or restrict the rights and remedies of the DIP Agent as set forth in this Final Order or in any of the other DIP Loan Documents, and the only issue that may be raised by CCA is whether an Event of Default has in fact occurred. Prior to the adjudication of the Remedies Hearing, CCA may use the proceeds of the DIP Facility (to the extent drawn prior to the occurrence of an Event of Default) solely to fund essential operations in accordance with past practice, the DIP

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Loan Documents, and the Approved Budget. Upon the effectiveness of any relief from the automatic stay granted or deemed to have been granted pursuant to this paragraph 15(a), the DIP Agent may, in its discretion, take all actions and exercise all other rights and remedies under this Final Order, the other DIP Loan Documents, and applicable law that may be necessary or deemed appropriate to collect any of the DIP Obligations, and otherwise enforce any of the provisions of this Final Order and the other DIP Loan Documents. The DIP Agent's delay or failure to exercise rights and remedies under any DIP Loan Documents, this Final Order, or applicable law shall not constitute a waiver of any of its rights and remedies hereunder, thereunder, or otherwise, unless any such waiver is pursuant to a written instrument executed by the DIP Agent.

(b) Rights Cumulative. The rights, remedies, powers, and privileges conferred upon any DIP Secured Party pursuant to this Final Order shall be in addition to and cumulative with those contained in the other applicable DIP Loan Documents and created under applicable law.

16. Modification of Automatic Stay. The automatic stay provisions of section 362 of the Bankruptcy Code are hereby modified to the extent necessary to implement the provisions of this Final Order and the other DIP Loan Documents, thereby permitting the DIP Agent, as and to the extent provided herein, to receive proceeds of the Collateral for application to the DIP Obligations, to file or record any UCC-1 financing statements, mortgages, deeds of trust, assignments, pledges, security deeds, or other instruments and documents evidencing or validating the perfection of any DIP Liens, and to enforce any DIP Liens.

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17. Effect of Appeal. Consistent with section 364(e) of the Bankruptcy Code, if any or all of the provisions of this Final Order are hereafter modified or reversed, such modification or reversal on appeal shall not affect the validity of any debt so incurred, or any liens or priorities granted by CCA to any DIP Secured Party, prior to the effective date of such modification or reversal, whether or not any such entity knew of the appeal, unless the authorization and incurring of such debt, or the granting of such lien or priority, were stayed pending appeal.

18. Service of Final Order. Promptly after the entry of this Final Order, CCA shall serve copies of this Final Order to the parties having been given notice of the Final Hearing.

19. No Deemed Control; Exculpation.

(a) In determining to make any DIP Loans under the DIP Loan Documents, or in exercising any rights or remedies as and when permitted pursuant to this Final Order or the other DIP Loan Documents, no DIP Secured Party shall be deemed to be in control of CCA or its operations with respect to the operation or management of such Debtor, nor shall the DIP Secured Parties (in their respective capacities as such) owe any fiduciary duty to CCA, its creditors, shareholders, or estate.

(b) None of the DIP Loan Documents or any other document related to the DIP Facility shall in any way be construed or interpreted to impose or allow the imposition upon any DIP Secured Party any liability for any claims arising from the prepetition or postpetition activities of CCA in the operation of its business or in connection with its restructuring efforts. So long as a DIP Secured Party complies with its obligations under the applicable DIP Loan Documents and applicable law: (i) such

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DIP Secured Party shall not, in any way or manner, be liable or responsible for (A) the safekeeping of the DIP Collateral, (B) any loss or damage thereto occurring or arising in any manner or fashion from any cause, (C) any diminution in the value thereof, or (D) any act or default of any carrier, servicer, bailee, custodian, forwarding agency, or other person or entity; and (ii) all risk of loss, damage, or destruction of the DIP Collateral shall be borne by CCA.

20. Binding Effect; Successors and Assigns. The provisions of this Final Order shall be binding upon all parties in interest in this chapter 11 case and any Successor Case, including but not limited to CCA, the DIP Secured Parties, and their respective successors and assigns (including any chapter 11 or chapter 7 trustee hereafter appointed for the estate of CCA, any examiner appointed pursuant to section 1104 of the Bankruptcy Code, any statutory creditors' committee, or any other fiduciary appointed as a legal representative of CCA or with respect to any property of the estate of CCA), and shall inure to the benefit of CCA, the DIP Secured Parties, and each of their respective successors and assigns. In no event shall any DIP Secured Party have any obligation to make DIP Loans to, or permit the use of the Collateral by, any chapter 7 trustee, chapter 11 trustee, or similar responsible person appointed or elected for the estate of CCA.

21. Objections Overruled. Any and all objections to the relief requested in the Motion, to the extent that such objections are to entry of this Final Order and that have not otherwise been withdrawn, waived, or resolved by consent at or before the Final Hearing, and all reservations of rights included therein, are hereby OVERRULED and DENIED.

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22. Conditions Precedent. No DIP Lender shall have any obligation to make any DIP Loans, or otherwise fulfil any obligation of such DIP Lender set forth in the DIP Loan Documents, unless the conditions precedent to making such extensions of credit or fulfilling any such obligation under the DIP Loan Documents have been satisfied in full or waived in accordance with the DIP Loan Documents.

23. Effectiveness; Enforceability. This Final Order shall constitute findings of fact and conclusions of law and shall take effect and be fully enforceable *nunc pro tunc* to the Petition Date immediately upon entry hereof. Notwithstanding Bankruptcy Rules 4001(a)(3), 6004(h), 6006(d), 7062, or 9014 of the Bankruptcy Rules or any other Bankruptcy Rule, or Rule 62(a) of the Federal Rules of Civil Procedure, this Final Order shall be valid, take full effect, and be enforceable immediately upon entry hereof; there shall be no stay of execution or effectiveness of this Final Order; and any stay of the effectiveness of this Final Order that might otherwise apply is hereby waived for cause shown.

24. Inconsistencies. To the extent that any provisions in the other DIP Loan Documents are inconsistent with any of the provisions of this Final Order, the provisions of this Final Order shall govern and control.

25. Headings. Section headings used herein are for convenience only and are not to affect the construction of or to be taken into consideration in interpreting this Final Order.

**ANNEX A**

**DIP Credit Agreement**

**[Intentionally Omitted]**

**ANNEX B**

**Approved Budget**

**[Intentionally Omitted]**