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

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**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)

**APPLICATION IN LIEU OF MOTION IN SUPPORT OF ENTRY OF STIPULATION AND CONSENT ORDER BY AND BETWEEN THE DEBTOR AND MORRISTOWN SOUTHGATE, LLC EXTENDING THE DEADLINE TO ASSUME OR REJECT A CERTAIN NONRESIDENTIAL REAL PROPERTY LEASE UNDER SECTION 365(D)(4) OF THE BANKRUPTCY CODE**

The above-captioned debtor and debtor-in-possession (the “**Debtor**” or “**CCA**”), by and through their undersigned co-counsel, respectfully state the following in support of this application (the “**Application**”), pursuant to D.N.J. LBR 9019-4(b), seeking the approval and entry of the proposed *Stipulation and Consent Order by and Between the Debtor and Morristown Southgate*,

<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.



*LLC Extending the Deadline to Assume or Reject a Certain Nonresidential Real Property Lease Under Section 365(d)(4) of the Bankruptcy Code* (the “**Proposed Stipulation**”),<sup>2</sup> a copy of which is attached hereto as **Exhibit 1**:

1. On December 22, 2024 (the “**Petition Date**”), CCA filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”).

2. Pursuant to section 365(d)(4) of the Bankruptcy Code, the deadline (the “**365(d)(4) Deadline**”) by which CCA must assume or reject an unexpired lease of nonresidential real property expires 120 days after the Petition Date. The 365(d)(4) Deadline is currently April 21, 2025.

3. CCA is party to a prepetition lease for nonresidential real property with Morristown Southgate, LLC (the “**Lessor**”) regarding nonresidential real property located at 445 South Street, Suite 310, Morristown, New Jersey (the “**Lease**”). CCA and the Lessor have mutually agreed to extend the 365(d)(4) Deadline with respect to the Lease through and including December 22, 2025 (the “**Extended Deadline**”).

4. This Application is submitted pursuant to D.N.J. LBR 9019-4(b) in lieu of a motion in support of CCA’s request that the Court enter the Proposed Stipulation, as presented. CCA submits that the Proposed Stipulation is in the best interest of CCA.

5. No previous application for the relief sought herein has been made to this or any other Court.

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

DATED: April 21, 2025

Respectfully submitted,

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

**Exhibit 1**

**Proposed Stipulation**

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

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

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*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.

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Debtor: CCA Construction, Inc.

Case No.: 24-22548 (CMG)

Caption of Order: Stipulation and Consent Order by and Between the Debtor and Morristown Southgate, LLC Extending the Deadline to Assume or Reject a Certain Nonresidential Real Property Lease Under Section 365(d)(4) of the Bankruptcy Code

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**STIPULATION AND CONSENT ORDER BY AND BETWEEN  
THE DEBTOR AND MORRISTOWN SOUTHGATE, LLC EXTENDING THE  
DEADLINE TO ASSUME OR REJECT A CERTAIN NONRESIDENTIAL REAL  
PROPERTY LEASE UNDER SECTION 365(D)(4) OF THE BANKRUPTCY CODE**

The relief set forth on the following pages, numbered three (3) through five (5), is

**ORDERED.**

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Debtor: CCA Construction, Inc.  
Case No.: 24-22548 (CMG)  
Caption of Order: Stipulation and Consent Order by and Between the Debtor and Morristown Southgate, LLC Extending the Deadline to Assume or Reject a Certain Nonresidential Real Property Lease Under Section 365(d)(4) of the Bankruptcy Code

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This Stipulation of Settlement and Consent Order (the “**Stipulation**”) is entered into as of this 21st day of April by and between CCA Construction, Inc. as debtor and debtor in possession in the above-captioned chapter 11 case (the “**Debtor**” or “**CCA**”) and Morristown Southgate, LLC (the “**Lessor**,” and, together with the Debtor, the “**Parties**”) who together hereby stipulate and agree as follows:

### RECITALS

**WHEREAS**, on December 22, 2024, CCA filed a voluntary petition for relief under title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “**Bankruptcy Code**”), in the United States Bankruptcy Court for the District of New Jersey.

**WHEREAS**, CCA is party to a prepetition lease for nonresidential real property with Lessor regarding nonresidential real property located at 445 South Street, Suite 310, Morristown, New Jersey (the “**Lease**”).

**WHEREAS**, CCA and Lessor have mutually agreed to extend the deadline under section 365(d)(4) of the Bankruptcy Code (the “**365(d)(4) Deadline**”) with respect to the Lease through and including December 22, 2025 (the “**Extended Deadline**”).

**WHEREAS**, the Parties desire to memorialize their agreement in this Stipulation.

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, AND UPON APPROVAL BY THE COURT OF THIS STIPULATION, IT IS SO ORDERED AS FOLLOWS**

1. The Debtor’s 365(d)(4) Deadline with respect to the Lease is extended through and including the Extended Deadline; *provided* that if the Debtor files a motion to assume or reject the

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Debtor: CCA Construction, Inc.

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Caption of Order: Stipulation and Consent Order by and Between the Debtor and Morristown Southgate, LLC Extending the Deadline to Assume or Reject a Certain Nonresidential Real Property Lease Under Section 365(d)(4) of the Bankruptcy Code

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Lease prior to or on such date, the Debtor's 365(d)(4) Deadline with respect to the Lease shall be deemed extended through and including the date that the Court enters an order granting or denying such motion; *provided further* that the Debtor authorizes the Lessor to deduct from the Debtor's rental prepayments amounts due and owing for obligations that have accrued and that will continue to accrue postpetition under the Lease as those amounts become due until such time as the Debtor assumes, assigns, or rejects the Lease.

2. The extension of time granted pursuant to this Stipulation is without prejudice to the Debtor's rights pursuant to section 365 of the Bankruptcy Code to (a) seek further extensions of the 365(d)(4) Deadline with respect to the Lease or any other executory contract or unexpired lease or (b) seek to assume, reject, or assume and assign the Lease at any time prior to the Extended Deadline.

3. This Stipulation constitutes "prior written consent of the lessor," as required by section 365(d)(4)(B)(ii) of the Bankruptcy Code, no further consent of the Lessor shall be required to extend the 365(d)(4) Deadline with respect to the Lease through and including the Extended Deadline, and the Lessor specifically acknowledges and agrees that this Stipulation does not constitute the Debtor's assumption of the Lease under the Bankruptcy Code or affect or diminish in any way the Debtor's rights under section 365 of the Bankruptcy Code.

4. Nothing contained in this Stipulation or any actions taken by the Debtor pursuant to relief granted herein is intended or should be construed as: (a) an admission as to the validity or amount of any particular claim against the Debtor or any entity affiliated therewith; (b) a waiver of the Debtor's rights to dispute any particular claim on any grounds; (c) a promise or requirement



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Debtor: CCA Construction, Inc.

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to pay any particular claim; (d) an admission by the Debtor that any contract or lease, including the Lease, is executory or unexpired, as applicable; (e) a waiver or limitation of the Debtor's rights under the Bankruptcy Code or any other applicable law, including the Debtor's right to assume, reject, and/or seek any other related relief with respect to any contract or lease; or (f) an alteration, amendment, or other modification of the terms of the Lease

5. The Parties are authorized to take all actions necessary to effectuate the relief granted pursuant to and in accordance with this Stipulation.

6. The Parties acknowledge that this Stipulation is the joint work product of the Parties, and that, accordingly, in the event of ambiguities, no inferences shall be drawn against any Party on the basis of authorship of this Stipulation.

7. Each Party represents and warrants to the other that it has the power and authority to enter into this Stipulation. Each person who executes this Stipulation on behalf of a Party hereto represents that he or she is duly authorized to execute this Stipulation on behalf of such Party and that each such Party has full knowledge of, and has consented to, this Stipulation.

8. The terms and conditions of this Stipulation shall be immediately effective and enforceable upon approval by the Court.

9. The Court retains sole and exclusive jurisdiction to enforce the provisions of this Stipulation.

**IN WITNESS WHEREOF**, and in agreement herewith, the Parties have executed and delivered this Stipulation as of the date first set forth below.

Dated: April 21, 2025

/s/Michael D. Sirota  
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