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Co-Counsel to the Debtor and Debtor in Possession

Co-Counsel to the Debtor and Debtor in Possession

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

In re:

CCA Construction, Inc.,¹

Debtor.

Chapter 11

Case No. 24-22548 (CMG)

**NOTICE OF DEBTOR'S THIRD MOTION FOR AN
ORDER EXTENDING THE EXCLUSIVE PERIODS FOR FILING
A CHAPTER 11 PLAN AND SOLICITING ACCEPTANCE THEREOF**

PLEASE TAKE NOTICE that on **January 7, 2025 at 2:00 p.m. (prevailing Eastern Time)**, or as soon thereafter as counsel may be heard, the above-captioned debtor and debtor in possession (“CCA” or the “Debtor”) shall move the *Debtor's Third Motion for an Order*

¹ 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.



Extending the Exclusive Periods for Filing a Chapter 11 Plan and Soliciting Acceptance Thereof (the “**Motion**”) before the Honorable Christine M. Gravelle, Chief United States Bankruptcy Judge, in Courtroom 3 of the United States Bankruptcy Court for the District of New Jersey, 402 East State Street, Trenton, NJ 08608, for entry of an order, substantially in the form submitted herewith, extending the exclusive periods for filing a Chapter 11 plan and soliciting acceptances thereto.

PLEASE TAKE FURTHER NOTICE that in support of the relief requested in the Motion, CCA shall rely on the accompanying Motion, which sets forth the relevant legal and factual bases upon which the relief requested should be granted. A proposed Order granting the relief requested in the Motion is also submitted herewith.

PLEASE TAKE FURTHER NOTICE that objections, if any, to the relief requested in the Motion shall: (a) be in writing; (b) state with particularity the basis of the objection; and (c) be filed with the Clerk of the United States Bankruptcy Court electronically by attorneys who regularly practice before the Bankruptcy Court in accordance with the *General Order Regarding Electronic Means for Filing, Signing, and Verification of Documents dated March 27, 2002* (the “**General Order**”) and the *Commentary Supplementing Administrative Procedures* dated as of March 2004 (the “**Supplemental Commentary**”) (the General Order, the Supplemental Commentary and the User’s Manual for the Electronic Case Filing System can be found at www.njb.uscourts.gov, the official website for the Bankruptcy Court) and, by all other parties-in-interest, on CD-ROM in Portable Document Format (PDF), and shall be served in accordance with the General Order and the Supplemental Commentary, so as to be received no later than seven (7) days before the hearing date set forth above.

PLEASE TAKE FURTHER NOTICE that copies of all documents filed in this chapter 11 case may be obtained free of charge by visiting the website of Kurtzman Carson Consultants, LLC dba Verita Global at <https://veritaglobal.net/cca>. You may also obtain copies of any pleadings by visiting the Court's website at <https://www.njb.uscourts.gov> in accordance with the procedures and fees set forth therein.

PLEASE TAKE FURTHER NOTICE that unless objections are timely filed and served, the Motion shall be decided on the papers in accordance with D.N.J. LBR 9013-3(d) and the relief requested may be granted without further notice or hearing.

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DATED: December 17, 2025

Respectfully submitted,

By: /s/Michael D. Sirota

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

In re:

CCA Construction, Inc.,¹

Debtor.

Chapter 11

Case No. 24-22548 (CMG)

**DEBTOR'S THIRD MOTION FOR AN ORDER
EXTENDING THE EXCLUSIVE PERIODS FOR FILING
A CHAPTER 11 PLAN AND SOLICITING ACCEPTANCE THEREOF**

TO THE HONORABLE CHRISTINE M. GRAVELLE, CHIEF UNITED STATES
BANKRUPTCY JUDGE FOR THE DISTRICT OF NEW JERSEY:

The above-captioned debtor and debtor in possession ("CCA" or the "**Debtor**")
respectfully states as follows in support of this motion:

¹ 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.

Relief Requested

1. CCA seeks entry of an order, substantially in the form attached hereto as **Exhibit A** (the “**Order**”), extending CCA’s exclusive right to file a chapter 11 plan of reorganization for a period of 120 days through and including April 16, 2026 (the **Exclusive Filing Period**”), and to solicit votes thereon through and including June 16, 2026 (the “**Exclusive Solicitation Period**,” and together with the Exclusive Filing Period, the “**Exclusive Periods**”), without prejudice to CCA’s right to seek further extensions of the Exclusive Periods.²

Jurisdiction and Venue

2. The United States Bankruptcy Court for the District of New Jersey (the “**Court**”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11*, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.). CCA consents to the entry of a final order by the Court in connection with this motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

3. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The bases for the relief requested herein are section 1121 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “**Bankruptcy Code**”), rule 9006 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and the Chapter 11 Complex Case Procedures.

² Pursuant to section 1121(b) of the Bankruptcy Code and the Second Exclusivity Order, the Exclusive Filing Period and the Exclusive Solicitation Period were set to expire on December 17, 2025 and February 17, 2026, respectively. Pursuant to Gen. Order Governing Chapter 11 Complex Case Procedures § XIII, U.S. Bankr. Ct., D.N.J. (Aug. 1, 2024) (the “**Chapter 11 Complex Case Procedures**”), the filing of this motion prior to the expiration of the current Exclusive Filing Period acts to automatically extend the Exclusive Periods until the Court acts on the Motion without the necessity for entry of a bridge order.

Background³

I. Procedural Background

5. On December 22, 2024 (the “**Petition Date**”), CCA filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. CCA is operating its business and managing its property as a debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No statutory committees have been appointed or designated.

6. On March 5, 2025, the Court entered an order directing the United States Trustee to appoint an examiner pursuant to section 1104(c) of the Bankruptcy Code. *See Order Granting the Appointment of an Examiner* [Docket No. 211]. On May 7, 2025, the Court approved the appointment of Todd Harrison as the Examiner [Docket No. 296] (the “**Examiner Order**”). On June 2, 2025, the Court entered the *Order Approving Examiner’s Scope and Budget for Investigation* [Docket No. 351]. On September 15, 2025, the Examiner issued his report of the conclusions of the Examiner’s investigation [Docket Nos. 481 and 504].

7. On May 23, 2025, the Court entered an order [Docket No. 337], which extended the Debtor’s Exclusive Filing Period through and including August 19, 2025, and Exclusive Solicitation Period through and including October 20, 2025, without prejudice to the Debtor’s right to seek further extensions of the Exclusivity Periods in accordance with section 1121(d) of the Bankruptcy Code.

8. On October 11, 2025, the Court entered an order [Docket No. 517] (the “**Second Exclusivity Order**”), which extended the Debtor’s Exclusive Filing Period through and including

³ Additional information regarding CCA, the events leading up to the filing, and the facts and circumstances supporting the relief requested in this motion is set forth in the *Declaration of Yan Wei, Chairman & Chief Executive Officer of the Debtor, in Support of Chapter 11 Petition* (the “**First Day Declaration**”) [Docket No. 11] which is incorporated herein by reference.

December 17, 2025, and Exclusive Solicitation Period through and including February 17, 2026, without prejudice to the Debtor's right to seek further extensions of the Exclusivity Periods in accordance with section 1121(d) of the Bankruptcy Code.

9. At the October 9, 2025 hearing, the Court recommended mediation among CCA, CSCEC Holding Company Inc. ("**CSCEC Holding**"), and BML Properties Ltd. ("**BMLP**") in connection with certain disputes between the parties.⁴ The Court subsequently entered an order ordering CCA, CSCEC Holding, and BMLP to mediate their disputes and appointing the Honorable Vincent F. Papalia and Evan R. Chesler as co-mediators. *See* Docket No. 552. The parties convened to mediate their disputes on November 20, 2025 at the offices of Debevoise & Plimpton LLP. Following the mediation, on November 21, 2025, all parties agreed to the principal terms and conditions of the settlement and negotiated and executed a certain term sheet on November 23, 2025, which was later fully reduced to writing in the form of the Settlement Agreement (as defined in the *Order (A) Approving Settlement Among CCA Construction, Inc., CSCEC Holding Company, Inc., BML Properties, Ltd., and Certain Related Parties and (B) Granting Related Relief* [Docket No. 591] (the "**Settlement Order**")) . CCA filed a motion seeking approval of the Settlement Agreement on November 26, 2025. *See* Docket No. 579. The Court entered the Settlement Order on December 3, 2025. *See* Docket No. 591.

II. Key Developments Since the Second Exclusivity Order

10. As this Court is aware, CCA and certain of its affiliates are in the process of implementing the recently-approved Settlement Agreement, which will bring to conclusion the

⁴ Additional information regarding the disputes between these parties and a relevant summary thereof is set forth in the *Debtor's Motion for Entry of an Order (A) Approving a Settlement Among CCA Construction, Inc., CSCEC Holding Company, Inc., BML Properties, Ltd., and Certain Related Parties and (B) Granting Related Relief* [Docket No. 588], which is incorporated herein by reference.

decade-long litigation that was a major causal factor in this chapter 11 case and the principal obstacle to CCA's emergence from this chapter 11 case.

11. As previously disclosed in CCA's motion for entry of the Second Exclusivity Order, CCA developed a plan framework with a toggle structure that would permit resolution of this chapter 11 case whether or not CCA was successful in its New York State appeal of the Trial Decision (as defined in the First Day Declaration) (the "**New York Appeal**"). In accordance with the Settlement Agreement, the parties jointly requested that the New York Appeal be held in abeyance pending entry of a Final Order of the Bankruptcy Court approving the Settlement Agreement. The parties are also finalizing a notice of withdrawal for CCA's related leave to appeal.

12. With the upcoming withdrawal of the New York Appeal, CCA's plan framework is simplified to a single path – one that was already contemplated by the flexible toggle structure. CCA is therefore positioned to capitalize on the work it previously undertook to advance the chapter 11 plan process despite the pending appeal. As a result, CCA intends to emerge from chapter 11 on an expedited timeline.

13. Given the current posture of this chapter 11 case and CCA's substantial progress toward a plan of reorganization, CCA remains the appropriate party to file and solicit acceptances of a chapter 11 plan, and it requests an extension of its exclusive right to do. An additional extension will allow CCA to file a plan that reflects the progress achieved to date.⁵

⁵ As part of its efforts to pursue a plan confirmation process, CCA intends to elect to exercise its rights under the DIP Credit Agreement, subject to the consent of the DIP lenders, to extend the December 23, 2025 maturity of the DIP Facility for 180 days, through June 21, 2026.

Basis for Relief

I. Section 1121(d) of the Bankruptcy Code Permits the Court to Extend the Exclusive Periods “For Cause”

14. Section 1121(b) of the Bankruptcy Code provides for an initial period of 120 days after the commencement of a chapter 11 case during which a debtor has the exclusive right to file a plan of reorganization. Section 1121(c)(3) of the Bankruptcy Code provides that if the debtor files a plan within the exclusive filing period, it has an initial period of 180 days after the commencement of the chapter 11 case to obtain acceptance of such plan. In circumstances where the initial 120- and 180-day periods prove to be insufficient amounts of time to file and solicit acceptances of a chapter 11 plan, section 1121(d) of the Bankruptcy Code allows the Court to extend the Exclusive Periods for “cause.” Specifically, section 1121(d) of the Bankruptcy Code provides:

[O]n request of a party in interest made within the respective periods specified in subsections (b) and (c) of this section and after notice and a hearing, the court may for cause reduce or increase the 120-day period or the 180-day period referred to in this section.

11. U.S.C. § 1121(d)(1).⁶ For the reasons set forth herein, CCA submits that “cause” exists to extend the Exclusive Periods.

15. The Exclusive Periods under section 1121 of the Bankruptcy Code and extensions thereto are intended to provide a debtor the opportunity to propose a chapter 11 plan and to solicit acceptances of the plan without the confusion, expense, and disruption to the debtor’s business operations and relationships with key stakeholders that might be caused by the filing of competing

⁶ Additionally, even if cause is shown, the 120-day period “may not be extended beyond a date that is 18 months after the [petition] date” and the 180-day period “may not be extended beyond a date that is 20 months after the [petition] date.” 11 U.S.C. § 1121(d)(2). This provision is inapplicable as this chapter 11 case is less than eighteen months old.

plans by non-debtor parties. As courts have explained, the point of exclusivity is “to promote an environment in which the debtor’s business may be rehabilitated and a consensual plan may be negotiated.” *In re Burns & Roe Enters., Inc.*, No. 00-41610 (RG), 2005 WL 6289213, at *4 (D.N.J. Nov. 2, 2005) (quoting H. R. Rep. No. 103–835, at 36 (1994)); *see also In re Weiss Multi-Strategy Advisors LLC*, No. 24-10743 (MG), 2024 WL 3841305 at *3 (S.D.N.Y. Aug. 14, 2024) (quoting *Burns & Roe*, 2005 WL 6289213 at *4).

16. Courts have found that Congress did not intend that the 120- and 180-day periods be a hard and fast rule. *See In re Amko Plastics, Inc.*, 197 B.R. 74, 77 (Bankr. S.D. Ohio 1996) (noting that Congress intended courts to have flexibility in dealing with extensions of exclusivity); *Gaines v. Perkins (In re Perkins)*, 71 B.R. 294, 297 (W.D. Tenn. 1987) (“The hallmark of . . . [section 1121(d)] is flexibility”). Rather, Congress intended that the Exclusive Periods be of an adequate length, given the circumstances, for a debtor to formulate, negotiate, and draft a viable plan of reorganization, which by definition means one supported by some or all of a debtor’s key constituents, without the disruption to its business that would occur with the filing of competing plans. *See Geriatrics Nursing Home v. First Fidelity Bank, N.A.*, 187 B.R. 128, 133 (D.N.J. 1995) (“The opportunity to negotiate its plan unimpaired by competition, the court held, is meant to allow the debtor time to satisfy all creditors and win support for its restructuring scheme and thus ensure its survival as a business.”) (citing *Commerce Bank v. Mountain View Village*, 5 F.3d 34, 39 (3d Cir. 1993)). Congress itself made clear that it recognized that 120 days would often be insufficient time for a debtor to formulate and negotiate a plan:

The court is given the power, though, to increase . . . the 120-day period depending on the circumstances of the case. [T]he bill allows the flexibility for individual cases that is not available today. For example, if an unusually large company were to seek reorganization under chapter 11, the Court would probably need to extend the time in order to allow the debtor to reach an agreement.

H.R. Rep. No. 95-595, 95th Cong. 1st Sess. 232 (1977) (footnotes omitted).

17. It is well established that the decision to extend the Exclusive Periods is left to the sound discretion of the court and should be based upon the facts and circumstances of a particular case. *See In re Borders Grp., Inc.*, 460 B.R. 821-822 (Bankr. S.D.N.Y. 2011) (noting the court has broad discretion in extending exclusivity); *In re Cent. Jersey Airport Servs., LLC*, 282 B.R. 176, 184 (Bankr. D.N.J. 2002) (noting that the grant or denial of a request to extend exclusivity is within the discretion of the bankruptcy court); *see also First Am. Bank of New York v. Sw. Gloves & Safety Equip., Inc.*, 64 B.R. 963, 965 (D. Del. 1986) (“Section 1121(d) provides the Court with flexibility to either reduce or increase that period of exclusivity in its discretion.”).

18. The Bankruptcy Code does not define the “cause” that must be shown to receive an extension of the Exclusive Periods. However, courts have looked to the legislative history of the section for guidance. *See In re Newark Airport/Hotel Ltd. P’ship*, 156 B.R. 444, 451 (Bankr. D.N.J. 1993). In that case, the Court noted that Congress intended that the granting of an extension be based “on a showing of some promise of probable success [for reorganization].” *Id.*

19. In addition, bankruptcy courts, including in the District of New Jersey, typically examine several factors to determine whether a debtor has had an adequate opportunity to develop, negotiate, and propose a chapter 11 plan and thus whether there is “cause” for extension of a debtor’s exclusivity. *See Mo v. H.S.B.C. Bank USA, N.A.*, 650 B.R. 193, 227–28 (Bankr. D.N.J. 2023) (quoting *In re Cent. Jersey Airport Servs.*, 282 B.R. at 184). These factors include: (a) the size and complexity of the case; (b) the existence of good faith progress toward reorganization; (c) the necessity of sufficient time to negotiate a plan of reorganization and prepare adequate information to allow a creditor to determine whether to accept such plan; (d) whether the debtor is paying its debts as they come due; (e) whether the debtor has demonstrated reasonable prospects

for filing a viable plan; (f) whether the debtor has made progress in negotiating with creditors; (g) the length of time the case has been pending; (h) whether the debtor is seeking the extension to pressure creditors; and (i) whether unresolved contingencies exist. *Id.* Importantly, not all of the above factors are necessary or relevant in determining whether to grant an extension of the exclusivity periods in a particular case. *See, e.g., In re Weiss Multi-Strategy Advisers LLC*, 2024 WL 3841305 at *9 (Bankr. S.D.N.Y. Aug. 14, 2024) (“Not all of these factors are relevant in every case, and a finding that any number of these factors exists may justify extending a debtor’s exclusive periods.”); *In re Express One Int’l, Inc.*, 194 B.R. 98, 100-01 (Bankr. E.D. Tex. 1996) (relying upon only four factors in determining whether cause exists to support an extension); *In re United Press Int’l, Inc.*, 60 B.R. 265, 269 (Bankr. D.D.C. 1986) (holding that cause existed to extend exclusivity based on only three factors).

20. This is the Debtor’s third request to extend its Exclusive Periods. Courts, including those in this jurisdiction, routinely grant debtors multiple extensions of the exclusivity periods to the extent permitted by the Bankruptcy Code. *See, e.g., In re Whittaker, Clark & Daniels, Inc.*, No. 23-13575 (MBK) (Bankr. D.N.J. Nov. 3, 2023) [Docket No. 605] (granting a second extension of 90 days); *In re AIG Financial Prod. Corp.*, No. 22-11309 (MFW) (Bankr. D. Del. July 28, 2023) [Docket No. 262] (granting second extension of 120 days); *In re LTL Management LLC*, No. 21-30589 (MBK) (Bankr. D.N.J. May 4, 2022) [Docket No. 2267] (granting a second extension of 111 days); *In re National Realty Investment Advisors, LLC*, No. 22-14539 (JKS) (Bankr. D.N.J. Feb. 1, 2023) [Docket No. 1940] (granting a second extension of 90 days); *In re The Hertz Corp.*, No. 20-11218 (MFW) [Docket No. 3905] (Bankr. D. Del. Apr. 14, 2021) (granting a second extension of 130 days).

21. As explained more fully below, the application of the above factors to the facts and circumstances of this chapter 11 case demonstrates that more than sufficient cause exists to further extend CCA's Exclusive Periods pursuant to section 1121(d) of the Bankruptcy Code.

II. Cause Exists for an Extension of the Exclusive Periods in This Chapter 11 Case

A. CCA's Chapter 11 Case Is Large and Complex

22. It is well settled that the size and complexity of a debtor's case alone may provide sufficient cause for the extension of a debtor's exclusive period to file a plan and to solicit acceptances thereof. *See* H.R. No. 95-595, at 231-232, 406 (1978), reprinted in 1978 U.S.C.C.A.N. 5787, 6191, 6362 (“[I]f an unusually large company were to seek reorganization under chapter 11, the court would probably need to extend the time in order to allow the debtor to reach an agreement”); *see also In re Texaco, Inc.*, 76 B.R. 322, 326 (Bankr. S.D.N.Y. 1987) (“The large size of the debtor and the consequent difficulty in formulating a plan of reorganization for a huge debtor with a complex financial structure are important factors which generally constitute cause for extending the exclusivity periods.”) (internal citations omitted). Similar to the complexity noted by courts in other situations, this case presents unique and significant challenges that merit the extension requested herein.

23. As this Court is aware, the litigation among CCA, certain affiliates and BMLP was a significant complicating factor in this chapter 11 case, resulting in substantial motion practice, extensive discovery, the appointment of the Examiner, exhaustive analysis by CCA (through its Special Committee) of estate causes of action and the assets available to satisfy them, and ultimately the mediation. Only after addressing all of those complexities could CCA reach the Settlement Agreement that can now pave the way for a consensual plan process.

B. CCA Has Made Good Faith Progress Towards Reorganization

24. CCA's good faith progress since the Second Exclusivity Order towards reorganization further supports the extension of the Exclusive Periods. As described above, CCA has: (a) reached the Settlement Agreement that resolved a decade-long dispute; (b) made substantial progress in drafting a plan of reorganization; (c) maintained ongoing communication with customers, vendors, and surety providers; (d) fulfilled its reporting obligations; and (e) continued to manage estate operations. These milestones reflect the deliberate, good faith, coordinated progress CCA has made in laying the foundation for a viable and confirmable chapter 11 plan. CCA intends to continue to make good faith progress towards confirming a plan going forward.

C. An Extension of the Exclusivity Periods Will Not Prejudice Creditors

25. CCA is not seeking the extension of the Exclusivity Periods to pressure or prejudice any of its remaining stakeholders. To the contrary, pursuit and implementation of the Settlement Agreement will permit CCA to propose a plan that satisfies all allowed claims in full, amply demonstrating the good faith of CCA and its participating affiliates.

D. CCA Is Paying Its Debts as They Come Due

26. CCA continues to promptly pay its undisputed postpetition obligations. As such, the requested extension of the Exclusive Periods will not prejudice postposition creditors. Rather, it will afford CCA a meaningful opportunity to continue to develop, negotiate, and confirm a plan of reorganization while continuing to honor its undisputed postpetition obligations. As such, this factor also militates in favor of extending the Debtor's Exclusivity Periods.

E. CCA Has Worked Constructively with Its Creditors

27. Throughout the chapter 11 process, CCA has consistently prioritized transparency, collaboration, and good faith cooperation in its restructuring efforts and has maintained open lines

of communication with its key creditor constituencies, which led to the execution of the Settlement Agreement with BMLP. CCA has also continued to remain in contact with its surety bond providers, all of whom filed proofs of claims, throughout the case. CCA intends to further engage with the surety providers in the plan negotiation process regarding the treatment of their proofs of claim and surety bonds. This constructive engagement with its creditors supports CCA's request for an extension of the Exclusive Periods.

28. Based upon the foregoing, CCA respectfully submits that cause exists in these bankruptcy proceedings to extend the Exclusive Periods for an additional 120 days, as requested, pursuant to section 1121(d) of the Bankruptcy Code.

Notice

29. CCA will provide notice of this motion to: (a) the U.S. Trustee; (b) the entities listed on the *List of Creditors Holding the 20 Largest Unsecured Claims*; (c) Gibbons P.C., as counsel to BMLP; (d) Lowenstein Sandler LLP, as counsel to the DIP Lender; (e) the Internal Revenue Service; (f) the Office of the United States Attorney for the District of New Jersey; and (g) any party that has requested notice pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested, CCA respectfully submits that no further notice is necessary.

No Prior Request

30. No prior motion for the relief requested herein has been made to this or any other court.

[Remainder of page intentionally left blank]

WHEREFORE, CCA respectfully requests that the Court (a) enter the Order, substantially in the form attached hereto as **Exhibit A**, granting the relief requested herein, and (b) grant such other and further relief as is just and proper.

Dated: December 17, 2025

/s/ Michael D. Sirota

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EXHIBIT A

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

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

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In re:

CCA Construction, Inc.,¹

Debtor.

Case No. 24-22548 (CMG)

Chapter 11

Judge: Christine M. Gravelle

¹ 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: Order Extending The Debtor's Exclusive Periods For Filing A Chapter 11 Plan And Soliciting Acceptance Thereof

**ORDER EXTENDING THE DEBTOR'S EXCLUSIVE PERIODS
FOR FILING A CHAPTER 11 PLAN AND SOLICITING ACCEPTANCE THEREOF**

The relief set forth on the following pages, numbered three (3) through four (4), is

ORDERED.

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Debtor: CCA Construction, Inc.

Case No.: 24-22548 (CMG)

Caption of Order: Order Extending The Debtor's Exclusive Periods For Filing A Chapter 11 Plan And Soliciting Acceptance Thereof

Upon CCA's motion [Docket No. ____] (the "**Motion**")² pursuant to section 1121(d) of the Bankruptcy Code and Bankruptcy Rule 9006; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 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 June 6, 2025 (Bumb, C.J.); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that CCA's notice of the Motion was appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein, and that such relief is in the best interests of CCA, its estate, its creditors, and all parties in interest; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor IT IS HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein.
2. CCA's Exclusive Filing Period is hereby extended through and including April 16, 2025.
3. CCA's Exclusive Solicitation Period is hereby extended through and including June 16, 2026.

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

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4. The entry of this Order shall be without prejudice to the rights of CCA to request further extensions of the Exclusive Periods or to seek other appropriate relief.

5. Under the circumstances of the chapter 11 case, notice of the Motion is adequate, and the notice requirements of Bankruptcy Rule 9014 and 4001 and the Local Rules are satisfied by such notice.

6. CCA is authorized and empowered to take all actions as may be necessary and appropriate to implement the terms of this Order.

7. This Court shall retain jurisdiction to hear and determine all matters arising from or relating to the interpretation, implementation, or enforcement of this Order.