

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.

Debtor.

DISCLOSURE STATEMENT FOR THE
CHAPTER 11 PLAN FOR CCA CONSTRUCTION, INC.

THIS IS NOT A SOLICITATION OF ACCEPTANCE OR REJECTION OF THE PLAN. ACCEPTANCES OR REJECTIONS MAY NOT BE SOLICITED UNTIL A DISCLOSURE STATEMENT HAS BEEN APPROVED BY THE BANKRUPTCY COURT. THIS DISCLOSURE STATEMENT IS BEING SUBMITTED FOR APPROVAL BUT HAS NOT BEEN APPROVED BY THE COURT. THE INFORMATION IN THIS DISCLOSURE STATEMENT IS SUBJECT TO CHANGE. THIS DISCLOSURE STATEMENT IS NOT AN OFFER TO SELL ANY SECURITIES AND IS NOT SOLICITING AN OFFER TO BUY ANY SECURITIES.

DEBEVOISE & PLIMPTON LLP

M. Natasha Labovitz (admitted *pro hac vice*)
Erica S. Weisgerber (admitted *pro hac vice*)
Elie J. Worenklein
Rory B. Heller (admitted *pro hac vice*)
66 Hudson Boulevard
New York, NY 10001
Telephone: (212) 909-6000
Facsimile: (212) 909-6836
nlabovitz@debevoise.com
eweisgerber@debevoise.com
eworenklein@debevoise.com
rbheller@debevoise.com

COLE SCHOTZ P.C.

Michael D. Sirota
Warren A. Usatine
Felice R. Yudkin
Ryan T. Jareck
Court Plaza North, 25 Main Street
Hackensack, NJ 07601
Telephone: (201) 489-3000
Facsimile: (201) 489-1536
msirota@coleschotz.com
wusatine@coleschotz.com
fyudkin@coleschotz.com
rjareck@coleschotz.com

Counsel for the Debtor and Debtor in Possession

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.



2422548251230000000000000004

DISCLAIMER

THIS DISCLOSURE STATEMENT CONTAINS SUMMARIES OF CERTAIN PROVISIONS OF THE DEBTOR'S PLAN AND CERTAIN OTHER DOCUMENTS AND FINANCIAL INFORMATION. THE INFORMATION INCLUDED IN THIS DISCLOSURE STATEMENT IS PROVIDED FOR THE PURPOSE OF SOLICITING ACCEPTANCES OF THE PLAN AND SHOULD NOT BE RELIED UPON FOR ANY PURPOSE OTHER THAN TO DETERMINE WHETHER AND HOW TO VOTE ON THE PLAN. THE DEBTOR BELIEVES THAT THESE SUMMARIES ARE FAIR AND ACCURATE. THE SUMMARIES OF THE FINANCIAL INFORMATION AND THE DOCUMENTS ATTACHED TO, OR INCORPORATED BY REFERENCE IN, THIS DISCLOSURE STATEMENT ARE QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO SUCH INFORMATION AND DOCUMENTS. IN THE EVENT OF ANY INCONSISTENCY OR DISCREPANCY BETWEEN A DESCRIPTION IN THE DISCLOSURE STATEMENT AND THE TERMS AND PROVISIONS OF THE PLAN OR THE OTHER DOCUMENTS INCORPORATED IN THE DISCLOSURE STATEMENT BY REFERENCE, THE PLAN OR THE OTHER DOCUMENTS SHALL GOVERN FOR ALL PURPOSES.

THE FINANCIAL INFORMATION CONTAINED IN OR INCORPORATED BY REFERENCE INTO THE DISCLOSURE STATEMENT HAS NOT BEEN AUDITED, UNLESS SPECIFICALLY INDICATED OTHERWISE. THE STATEMENTS AND FINANCIAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT HAVE BEEN MADE AS OF THE DATE OF THE DISCLOSURE STATEMENT UNLESS OTHERWISE SPECIFIED. HOLDERS OF CLAIMS REVIEWING THE DISCLOSURE STATEMENT SHOULD NOT ASSUME AT THE TIME OF SUCH REVIEW THAT THERE HAVE BEEN NO CHANGES IN THE FACTS SET FORTH IN THE DISCLOSURE STATEMENT SINCE THE DATE OF THIS DISCLOSURE STATEMENT. EACH HOLDER OF A CLAIM ENTITLED TO VOTE ON THE PLAN SHOULD CAREFULLY REVIEW THIS DISCLOSURE STATEMENT IN ITS ENTIRETY BEFORE CASTING A BALLOT. THIS DISCLOSURE STATEMENT DOES NOT CONSTITUTE LEGAL, BUSINESS, FINANCIAL, OR TAX ADVICE. ANY ENTITIES DESIRING ANY SUCH ADVICE SHOULD CONSULT WITH THEIR OWN ADVISORS.

NO REPRESENTATIONS CONCERNING THE DEBTOR HAVE BEEN AUTHORIZED BY THE DEBTOR OTHER THAN AS SET FORTH IN THIS DISCLOSURE STATEMENT AND THE DOCUMENTS ATTACHED TO THIS DISCLOSURE STATEMENT. ANY INFORMATION, REPRESENTATIONS, OR INDUCEMENTS MADE TO OBTAIN AN ACCEPTANCE OF THE PLAN WHICH ARE OTHER THAN AS SET FORTH, OR INCONSISTENT WITH, THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT, THE DOCUMENTS ATTACHED TO THE DISCLOSURE STATEMENT, AND THE PLAN SHOULD NOT BE RELIED UPON BY ANY HOLDER OF A CLAIM.

WITH RESPECT TO CONTESTED MATTERS, ADVERSARY PROCEEDINGS, AND OTHER PENDING, THREATENED, OR POTENTIAL LITIGATION OR OTHER ACTIONS,

THE DISCLOSURE STATEMENT DOES NOT CONSTITUTE, AND MAY NOT BE CONSTRUED AS, AN ADMISSION OF FACT, LIABILITY, STIPULATION, OR WAIVER, BUT RATHER AS A STATEMENT MADE IN THE CONTEXT OF SETTLEMENT NEGOTIATIONS PURSUANT TO RULE 408 OF THE FEDERAL RULES OF EVIDENCE.

PLEASE REFER TO ARTICLE VI AND ARTICLE VII OF THIS DISCLOSURE STATEMENT FOR A DISCUSSION OF CERTAIN RISK FACTORS AND U.S. FEDERAL TAX CONSEQUENCES THAT SHOULD BE CONSIDERED WHEN VOTING ON THE PLAN.

TABLE OF CONTENTS

	<u>Page</u>
I. EXECUTIVE SUMMARY.....	7
A. Overview of this Disclosure Statement.....	7
B. Overview of the Plan and Distributions under the Plan.....	7
C. Confirmation of the Plan.....	8
D. Voting on the Plan	9
II. QUESTIONS AND ANSWERS ABOUT THE DISCLOSURE STATEMENT AND PLAN.....	10
A. Why is the Debtor sending me this Disclosure Statement?	10
B. Am I entitled to vote on the Plan? What will I receive from the Debtor if the Plan is consummated?	10
C. How will the Plan be implemented? Who will run CCA's business after the Effective Date?.....	10
D. What happens to my recovery if the Plan is not confirmed or does not go effective?.....	11
E. If the Plan provides that I get a distribution, do I get it upon Confirmation or when the Plan goes effective, and what is meant by "Confirmation," "Effective Date," and "Consummation"?	11
F. Is there potential litigation related to the Plan?	11
G. Will the final amount of Allowed General Unsecured Claims affect the recovery of Holders of Allowed Claims entitled to vote under the Plan?	11
H. Will there be releases and exculpations granted to parties in interest as part of the Plan?	12
I. What is the deadline to vote on the Plan?	12
J. How do I vote for or against the Plan?	12
K. Why is the Bankruptcy Court holding a Confirmation Hearing?	13
L. When is the Confirmation Hearing set to occur?.....	13
M. What is the purpose of the Confirmation Hearing?	13
N. Does the Debtor recommend voting in favor of the Plan?.....	13
III. BACKGROUND ABOUT THE DEBTOR AND THE CHAPTER 11 CASE.....	14
A. Overview of the Debtor, Its History, and Its Corporate Structure	14
B. Events Leading to the Chapter 11 Case	17
C. Events During the Chapter 11 Case	18

IV. SUMMARY OF THE PLAN.....	22
A. Unclassified Claims	22
B. Treatment of Claims and Interests	26
C. Means for Implementation.....	26
D. Distributions.....	28
E. Procedures for Resolving Claims.....	31
F. Executory Contracts and Unexpired Leases	32
G. Conditions Precedent to Consummation of the Plan	34
H. Effect of Confirmation.....	35
I. Retention of Jurisdiction	40
J. Miscellaneous Provisions.....	42
V. VOTING ON THE PLAN.....	45
A. Overview.....	45
B. Holders of Claims Entitled to Vote on the Plan.....	45
C. Voting Record Date	46
D. Voting on the Plan	46
E. The Confirmation Hearing.....	46
F. Deadline to Object to Confirmation.....	47
G. General Confirmation Requirements	47
H. Best Interests of Creditors/Liquidation Analysis.....	48
I. Feasibility.....	49
J. Acceptance by Impaired Classes	49
K. Confirmation Without Acceptance of All Impaired Classes	50
VI. RISK FACTORS	51
A. General Business and Financial Risk Factor	51
B. Certain Bankruptcy Considerations	52
C. Disclosure Statement Disclaimer.....	53
VII. CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN.....	54
A. Introduction.....	54
B. Certain U.S. Federal Income Tax Consequences of the Plan to Holders of Allowed General Unsecured Claims.....	55
VIII. RECOMMENDATION	58

EXHIBITS

EXHIBIT A Plan

EXHIBIT B Solicitation Procedures Order

EXHIBIT C Liquidation Analysis

THE DEBTOR ADOPTS AND INCORPORATES EACH EXHIBIT ATTACHED TO THIS DISCLOSURE STATEMENT BY REFERENCE AS THOUGH FULLY SET FORTH HEREIN.

I.

EXECUTIVE SUMMARY

A. Overview of this Disclosure Statement

CCA Construction, Inc. (“CCA” or the “**Debtor**”) submits this Disclosure Statement pursuant to section 1125 of the Bankruptcy Code to holders of Claims against and Interests in the Debtor in connection with the solicitation of acceptances with respect to the Debtor’s proposed chapter 11 plan (the “**Plan**”). A copy of the Plan is attached hereto as Exhibit A and incorporated herein by reference. This Disclosure Statement describes certain aspects of the Plan, including the treatment of holders of Claims and Interests, the Debtor’s operations, and other related matters. Capitalized terms used but not otherwise defined in this Disclosure Statement have the meaning given to those terms in the Plan.

Before soliciting acceptances of a proposed chapter 11 plan, section 1125 of the Bankruptcy Code requires a debtor to prepare, and obtain approval of, a disclosure statement that contains information of a kind, and in sufficient detail, to permit a hypothetical reasonable claimholder to make an informed judgment regarding acceptance of the plan. On [●] [●], 2026, the Bankruptcy Court entered an order (i) approving this Disclosure Statement on an interim basis, subject to final approval at the Confirmation Hearing, (ii) approving, among other things, the dates, procedures and forms applicable to the process of soliciting votes on and providing notice of the Plan and certain vote tabulation procedures, as well as permitting holders of Claims and Interests to opt out of certain releases granted under the Plan, (iii) establishing the deadline for filing objections to the Plan, (iv) approving procedures for the assumption and assignment of executory contracts and unexpired leases, and (v) scheduling the Confirmation Hearing (including the exhibits thereto, the “**Solicitation Procedures Order**,” Docket No. [●]). The **Solicitation Procedures Order** is attached hereto as Exhibit B. **The Bankruptcy Court’s interim approval of this Disclosure Statement does not constitute a guarantee of the accuracy or completeness of the information contained herein or an endorsement by the Bankruptcy Court of the merits of the Plan.**

FOR THE REASONS SET FORTH HEREIN, THE DEBTOR BELIEVES THAT THE PLAN PROVIDES THE BEST RECOVERIES FOR HOLDERS OF CLAIMS AGAINST THE DEBTOR AND A LARGER RECOVERY FOR SUCH HOLDERS THAN THEY WOULD OTHERWISE RECEIVE OR RETAIN IN A LIQUIDATION UNDER CHAPTER 7 OF THE BANKRUPTCY CODE. ACCORDINGLY, THE DEBTOR STRONGLY RECOMMENDS THAT YOU VOTE TO ACCEPT THE PLAN.

B. Overview of the Plan and Distributions under the Plan

The treatment of Claims and Interests under the Plan, along with voting rights and estimated recoveries for each Class, is summarized in the table below:

Class	Claim or Interest Description	Summary of Treatment	Entitled to Vote	Estimated Midpoint Amount of Asserted Claims ²	Estimated Recovery
1	Priority Non-Tax Claims	Unless the holder agrees to less favorable treatment, Cash equal to the Allowed amount of the Claim, to be paid on the latest of (a) the Effective Date; (b) 30 days after the date on which the Claim becomes Allowed; or (c) the date when the Claim is due and payable by its terms.	No (Deemed to accept)	\$500	100%
2	General Unsecured Claims	Unless the holder agrees to less favorable treatment, Cash equal to the Allowed amount of the Claim, to be paid on the latest of (a) the Effective Date; (b) 30 days after the date on which the Claim becomes Allowed; or (c) the date when the Claim is due and payable by its terms.	Yes	\$489,385,500	100%
3	Interests	On the Effective Date, the Interests in the Debtor shall be cancelled, and the holders of Interests shall receive and retain no value under the Plan.	No (Deemed to reject)	N/A	\$0

C. Confirmation of the Plan

The Confirmation Hearing is scheduled to be held before the Honorable Christine M. Gravelle at [●] on February [●], 2026 at the Bankruptcy Court, located at 402 East State Street, Trenton, New Jersey. The Confirmation Hearing may be adjourned from time to time without further notice except for an announcement of the adjourned date made before or at the Confirmation Hearing or any adjournment thereof. Confirmation and effectiveness of the Plan are subject to certain material conditions precedent contained in Article IX of the Plan and described herein. There is no assurance that the Plan will be confirmed, or if confirmed, that the conditions required to be satisfied will be satisfied or otherwise waived.

The deadline to object to confirmation of the Plan is [●], 2026 at [●] (the “Confirmation Objection Deadline”). All objections to the Plan must be filed with the Bankruptcy Court and served on the Debtor and certain other parties in interest in accordance with the Solicitation Procedures Order so that they are received on or before the Sale and Confirmation Objection Deadline.

² The amounts reflected herein represent the aggregate asserted amounts of Claims based on filed proofs of claim and scheduled claims, and do not necessarily reflect Allowed amounts. The Debtor has not completed its Claims reconciliation process. Certain Claims included in these totals may be contingent, unliquidated, disputed, or intercompany, and may ultimately be allowed in amounts materially different from those shown, or not allowed at all. These amounts are presented for illustrative purposes only to reflect the face amounts asserted for solicitation and voting purposes. The Debtor reserves all rights to object to any claim and to amend these amounts based on further review of proofs of Claim, the Debtor’s books and records, and other known liabilities.

D. Voting on the Plan³

Under the provisions of the Bankruptcy Code, not all holders of Claims against or Interests in the Debtor are entitled to vote on the Plan. Under the Plan, holders of DIP Claims, Administrative Claims, and Priority Tax Claims, have not been classified for purposes of voting or receiving distributions, in accordance with section 1123(a)(1) of the Bankruptcy Code, and, therefore, are not entitled to vote on the Plan.

Priority Non-Tax Claims are not Impaired under the Plan, and, therefore, are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. The Debtor is not soliciting votes from these creditors.

General Unsecured Claims are Impaired under the Plan and holders of such Claims will receive a distribution under the Plan. Therefore, such creditors are entitled to vote to accept or reject the Plan in accordance with section 1126(a) of the Bankruptcy Code. The Debtor is soliciting votes from these creditors, to the extent that such creditors' Claims have not been disallowed and are not subject to a pending objection. If the claims are subject to a pending objection, the Solicitation Procedures Order provides for a procedure that creditors must follow in order for their votes to be counted.

Interests of the Debtor are Impaired under the Plan. On the Effective Date, the Interests in the Debtor shall be canceled, and holders of Interests shall receive and retain no value under the Plan. Holders of Interests are conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code, and accordingly, are not entitled to vote to accept or reject the Plan.

The deadline to vote on the Plan is [●] [a.m.]/[p.m.] [●], 2026 (the “Voting Deadline”).

In order to be counted as votes to accept or reject the Plan, all ballots must be properly executed, completed and delivered (either by using the return envelope provided, by first class mail, overnight delivery or personal delivery or via electronic, online transmission) in accordance with Article IV of this Disclosure Statement so that they are actually received on or before the Voting Deadline by the Debtor's claims and noticing agent (the “Claims and Noticing Agent”) at the following addresses:

If by First Class Mail, Overnight Courier, or Hand Delivery:

CCA Construction, Inc.
c/o KCC dba Verita
222 N Pacific Coast Highway, Suite 300
El Segundo, CA 90245

If by electronic, online transmission (“E-Ballot”):

Go to the case website (<https://www.veritaglobal.net/ccaconstruction>), click on “Submit E-Ballot”, and follow the instructions to submit your form.

³ Capitalized terms in this Section I.D of this Disclosure Statement that are not otherwise defined shall have the meaning ascribed to them in the Solicitation Procedures Order.

If you have any questions on the procedure for voting on the Plan, please contact the Claims and Noticing Agent by calling Verita at (866) 506-4002 (Domestic) or +1 (781) 575-2094 (International) or by emailing Verita at ccainfo@veritaglobal.com with a reference to “CCA Construction, Inc.” in the subject line.

Any ballot received after the Voting Deadline or otherwise not in compliance with the Solicitation Procedures Order will not be counted unless ordered by the Bankruptcy Court.

II.

QUESTIONS AND ANSWERS ABOUT THE DISCLOSURE STATEMENT AND PLAN

A. Why is the Debtor sending me this Disclosure Statement?

The Debtor is seeking to obtain Bankruptcy Court approval of the Plan. Before soliciting acceptances of the Plan, section 1125 of the Bankruptcy Code requires the Debtor to prepare a Disclosure Statement containing adequate information of a kind, and in sufficient detail, to enable a hypothetical reasonable investor to make an informed judgment regarding acceptance of the Plan. The Bankruptcy Court approved this Disclosure Statement on an interim basis under section 1125 of the Bankruptcy Code on [●]. A copy of the Solicitation Procedures Order is attached hereto as Exhibit B. This Disclosure Statement is being submitted to the Debtor’s stakeholders in accordance with these Bankruptcy Code requirements and the Solicitation Procedures Order.

B. Am I entitled to vote on the Plan? What will I receive from the Debtor if the Plan is consummated?

Your ability to vote and the distribution and consideration that you will receive under the Plan, if any, depend on what kind of Claim or Interest you hold. As described in Section IV of this Disclosure Statement, entitled “Summary of the Plan,” Article III of the Plan creates categories of holders of Claims and Interests, each of which is referred to as a “Class.” A summary of the Classes of Claims and Interests and a description of each Class’s voting status are set forth in the Executive Summary of this Disclosure Statement.

You should refer to this entire Disclosure Statement, the Plan and the Plan Supplement for a complete description of the classification and treatment of each Class of Claims and Interests. For more information about the treatment of Claims and Interests, see “Summary of the Plan,” which begins on page 22.

C. How will the Plan be implemented? Who will run CCA’s business after the Effective Date?

On the Effective Date, CCA will transfer certain of its remaining assets, including its equity interests in certain operating subsidiaries to the Purchasing Entity, which will be a wholly owned subsidiary of the DIP Lender, which is CCA’s parent entity, CSCEC Holding Company, Inc. The Plan further provides that such transfer of the Debtor’s assets to the Purchasing Entity will be free and clear of all liens, claims and interests, at the direction of the DIP Lender in exchange for its

agreement to enter into the Exit Financing Facility and in exchange for the good and valuable consideration to be further detailed in the Plan Supplement.

D. What happens to my recovery if the Plan is not confirmed or does not go effective?

In the event that the Plan is not confirmed or does not become effective, there is no assurance that the Debtor will be able to reorganize its business through the sale of its assets to the Purchasing Entity and the Purchasing Entity's agreement to repay the Exit Financing Facility. If the Plan is not confirmed in a timely manner, it is unclear what holders of Claims and Interests would ultimately receive in respect of their Claims and Interests. It is possible that any alternative plan of reorganization may provide holders of Claims and Interests with less than they would have received pursuant to the Plan. Moreover, non-confirmation of the Plan may result in an extended chapter 11 process. For a more detailed description of the consequences of this, see "General Confirmation Requirements," beginning on page 47 and the Liquidation Analysis attached as Exhibit C to this Disclosure Statement.

E. If the Plan provides that I get a distribution, do I get it upon Confirmation or when the Plan goes effective, and what is meant by "Confirmation," "Effective Date," and "Consummation"?

"Confirmation" refers to approval of the Plan by the Bankruptcy Court. Confirmation does not guarantee that you will receive the distribution indicated under the Plan. After Confirmation, there are certain conditions that need to be satisfied or waived so that the Plan can be consummated or become effective, as further described in "General Confirmation Requirements," which begins on page 47. References to the "Effective Date" in the Plan and Disclosure Statement mean the date that all of these conditions have been satisfied or waived and the Plan has been fully consummated. Distributions will only be made on the Effective Date, as described in Article VI of the Plan (and for Claims that are not yet allowed or not yet due and payable as of the Effective Date, distributions will be further delayed).

F. Is there potential litigation related to the Plan?

At this time, the Debtor does not anticipate any litigation related to the Plan. However, there may be litigation to determine whether the Bankruptcy Code requirements have been met. Confirmation challenges may be brought by individual creditors even if their class votes to accept the Plan or if they are not entitled to vote on the Plan. For a more detailed discussion, see "Risk Factors — Certain Bankruptcy Considerations," beginning on page 52.

G. Will the final amount of Allowed General Unsecured Claims affect the recovery of Holders of Allowed Claims entitled to vote under the Plan?

No. The Plan provides for payment of all Allowed Claims in full regardless of the value of Claims that are ultimately Allowed by the Bankruptcy Court.

H. Will there be releases and exculpations granted to parties in interest as part of the Plan?

Yes. The releases and exculpations to be provided under the Plan are described in “Summary of the Plan — Effect of Confirmation”, which begins on page 35, and are also described in the Solicitation Procedures Order.

I. What is the deadline to vote on the Plan?

Ballots on the Plan must be actually received on or before [●] at [●] p.m. prevailing Eastern Time.

J. How do I vote for or against the Plan?

This Disclosure Statement, accompanied by a Ballot to be used for voting on the Plan, is being distributed to the holders of Claims and Interests entitled to vote on the Plan. If you are a holder of a Claim in Class 2, you may vote for or against the Plan by completing the Ballot and returning it in the envelope provided or via electronic, online transmission in accordance with the instructions provided on the Ballot and in the Solicitation Procedures Order.

The Debtor, with the approval of the Bankruptcy Court, has engaged Kurtzman Carson Consultants, LLC (d/b/a Verita Global) to serve as the claims and noticing agent and the voting agent for claims and to generally oversee the voting process (the “**Claims and Noticing Agent**”). The Claims and Noticing Agent will also process and tabulate Ballots for all voting Classes.

DELIVERY OF BALLOTS

Ballots must be actually received by the Claims and Noticing Agent by the Voting Deadline of [●:●●] [a.m.]/[p.m.] prevailing Eastern Time on [●], 2026 at the following addresses:

If by First Class Mail, Overnight Courier or Overnight Mail:

First-Class Mail
CCA Construction, Inc., Ballot Processing
c/o KCC dba Verita
222 N Pacific Coast Highway, Suite 300
El Segundo, CA 90245

If by online submission:

Go to the case website (<https://www.veritaglobal.net/ccaconstruction>), click on “Submit E-Ballot” on the left side of the homepage, and follow the instructions to submit your form.

If you have any questions on the procedure for voting on the Plan, please call the Claims and Noticing Agent either by calling Verita at (866) 506-4002 (Domestic) or +1 (781) 575-2094 (International), or emailing Verita at ccainfo@veritaglobal.com with a reference to “CCA Construction, Inc.” in the subject line.

More detailed instructions regarding how to vote on the Plan are contained on the Ballots distributed to holders of Claims and Interests that are entitled to vote on the Plan, as well as being

set forth in the Solicitation Procedures Order. For your vote to be counted, your Ballot must be completed and signed and actually received by [●:●●] [a.m.]/[p.m.] by the Claims and Noticing Agent on the Voting Deadline, [●], 2026.

Any Ballot that is properly executed or filed electronically by the holder of a Claim or Interest, but which does not clearly indicate either an acceptance or rejection of the Plan or which indicates both an acceptance and a rejection of the Plan, will not be counted.

Each holder of a Claim or Interest may cast only one Ballot per each Claim or Interest held. It is important to follow the specific instructions provided on each Ballot. For information regarding voting, see the Section herein entitled “Voting on the Plan,” which begins on page [45] as well as the voting and tabulation procedures included in the Solicitation Procedures Order, which is attached hereto as Exhibit B.

K. Why is the Bankruptcy Court holding a Confirmation Hearing?

Section 1128(a) of the Bankruptcy Code requires the Bankruptcy Court to hold a hearing on confirmation of the Plan. Section 1128(b) of the Bankruptcy Code provides that any party in interest may object to confirmation and be heard at the Confirmation Hearing.

L. When is the Confirmation Hearing set to occur?

The Bankruptcy Court has scheduled the Confirmation Hearing for [●], 2026 to take place at [●] [a.m./p.m.] (prevailing Eastern Time) before the Honorable Christine M. Gravelle, United States Bankruptcy Judge, in the United States Bankruptcy Court for the District of New Jersey, located at 402 East State Street, Trenton, New Jersey. **The Confirmation Hearing may be adjourned from time to time without further notice except for an announcement of the adjourned date made at the Confirmation Hearing or any adjournment thereof.**

M. What is the purpose of the Confirmation Hearing?

The consummation of a plan of reorganization is the principal objective of a chapter 11 case. The confirmation of a plan of reorganization by a bankruptcy court binds a debtor, any person acquiring property under the plan of reorganization, any creditor or interest holder of a debtor and any other person or entity as may be ordered by the bankruptcy court in accordance with the applicable provisions of the Bankruptcy Code. Subject to certain limited exceptions, the order issued by the bankruptcy court confirming a plan of reorganization discharges a debtor from any debt that arose before the effective date of a plan and provides for the treatment of such debt in accordance with the terms of the confirmed plan of reorganization.

N. Does the Debtor recommend voting in favor of the Plan?

Yes. It is the Debtor’s opinion and belief that the Plan provides for a larger distribution to the Debtor’s creditors than would result from any other available alternative. The Debtor believes the Plan is in the best interests of all holders of Claims and Interests. Any other alternative, including a delayed confirmation and extended chapter 11 process or a liquidation under chapter 7

of the Bankruptcy Code, would realize lesser value than the value to be afforded under the Plan. Thus, the Debtor recommends that holders of Claims and Interests who are entitled to vote on the Plan vote to accept it.

III.

BACKGROUND ABOUT THE DEBTOR AND THE CHAPTER 11 CASE

A. Overview of the Debtor, Its History, and Its Corporate Structure

(i) *History of the Debtor*

CCA was established in 1993 as a Delaware corporation and is a direct subsidiary of CSCEC Holding Company, Inc. (“**CSCEC Holding**”), also a Delaware corporation, and an indirect subsidiary of China State Construction Engineering Corp. Ltd. (“**CSCEC**”), which is traded on the Shanghai Stock Exchange. CSCEC Holding, CCA, and CCA’s subsidiaries are discrete pieces of CSCEC’s broader business, which is operated by more than 100 distinct entities located throughout the world, eight of which are publicly traded. Together, the group of affiliated entities makes up the largest construction company in the world, operating in more than 100 countries and regions globally, covering investment, development, construction engineering, survey and design.

CCA and its non-debtor operating subsidiaries (the “**Non-Debtor Subsidiaries**,” and together with CCA, the “**CCA Group**”) pursue business opportunities in the United States. Currently, the CCA Group focuses on construction activities primarily in the New York and New Jersey metropolitan area, Washington, D.C., the Carolinas, and Texas. CCA directs and provides shared services support to its Non-Debtor Subsidiaries as they deliver projects in the civil, commercial, residential, and public building sectors. Historically, the CCA Group’s projects have included hotels, office buildings, residential buildings, hospitals, transit stations, railroad extensions, and bridges.

CCA’s primary assets are the equity interests it holds in the Non-Debtor Subsidiaries. The Non-Debtor Subsidiaries are not part of this chapter 11 case. The Non-Debtor Subsidiaries include:

- Plaza Group Holdings LLC (“Plaza”): Plaza is organized under the laws of the State of Delaware and provides construction management and general contracting on urban development projects. Since Plaza was formed in 1986, it has become a multi-faceted firm with national presence in the construction industry. CCA acquired Plaza in 2014. Plaza is headquartered in New York and also does business in New Jersey and Washington DC; it also formerly had operations in Florida, California and other states. Among its noteworthy construction projects, Plaza was the general contractor or construction manager for the renovation of City Hall in Manhattan, the Nassau University Medical Center, the New York Blood Center, as well as the MTA’s Fulton Street Transit Station in New York City’s financial district. Other notable projects include Madison Square Park Tower in New York City, 99 Hudson Street (the tallest building in New Jersey) and One Thousand Museum (an expansive and unique residential tower in Miami, Florida). Currently,

Plaza is working in the expanding market of office conversion, taking vacant office space and converting it into much-needed residential units. Since 2014, the majority of CCA's revenues has come from Plaza.

- CCA Civil, Inc. (“Civil”): Civil is organized under the laws of the State of Delaware and specializes in large-scale construction and maintenance of heavy infrastructure facilities, such as transportation and utility projects. For 19 years, Civil has been an integral part of the public infrastructure contracting industry in the New York and New Jersey metropolitan area, performing public infrastructure work worth hundreds of millions of dollars. During that time, Civil has supported and employed hundreds of union workers and has been a key component in the improvement of public roadways, including almost half a billion dollars of work to reconstruct the Pulaski Skyway, a vital transportation and evacuation route in New Jersey. Civil has also been a critical part of the reconstruction of major thoroughfares across New York, including the Long Island Expressway and I-278 in Brooklyn and Staten Island. Civil also has a history of being one of the region's major contractors in the reconstruction and improvement of bridges, facilitating transportation throughout the region, including in projects like the Alexander Hamilton Bridge and the New Jersey Department of Transportation (“NJDOT”)'s Route 7 Wittpenn Bridge. This complex Wittpenn Bridge project, which was awarded the American Society of Civil Engineers New Jersey Section's 2023 Project of the Year, highlights the importance of Civil's operations. When this project was designed and advertised by NJDOT, Civil was the only company that was willing to take it on and submitted a qualified bid. Currently, most of Civil's projects are at a closing-out stage, and it is in the process of marketing itself for new contracts.
- China Construction America of South Carolina, Inc. (“CCASC”): CCASC is organized under the laws of the State of South Carolina, and it has a long and established history of supporting residents and communities of South and North Carolina. Among other things, CCASC has worked on the construction of nearly 20 educational facilities comprising more than 3 million square feet of space, including Santee High School and Technology Center, Dreher High School, Clinton High School, Chapin High School, River Bluff High School, Trident Tech Nursing School and a convention center and honors residence for the University of South Carolina. In addition to its school construction, CCASC supports the vital need for construction of other public facilities, such as the Goose Creek Fire station in Charleston, South Carolina and the JW Clay Parking Garage for Charlotte, North Carolina's light rail system. Most recently, CCASC has been involved in the residential building sector, constructing apartment complexes that will provide homes for hundreds of families, including one large new residential project contingent on obtaining the required performance and payment bond.
- Strategic Capital (Beijing) Consulting Co., Ltd. (“SC Beijing”): SC Beijing is organized under the laws of China and provides administrative services to CCA. Specifically, SC Beijing maintains an administrative office in China that complies

with certain regulatory requirements in order to, among other things, provide insurance to employees and provide other services associated with CCA's Shared Services Program.

As of November 30, 2025, CCA had 34 full-time employees. As of July 31, 2025, the Non-Debtor Subsidiaries employed 105 full-time employees and, as set forth above, manage significant and critical development projects in the United States.

(ii) The Shared Services Program

CCA plays an important role for its subsidiaries and other affiliates by providing operational support services, including communications, accounting, information technology, insurance, human resources, legal, and other general administration services, all according to an established program in which costs are allocated among affiliate participants to compensate CCA for the services it provides (the "**Shared Services Program**"). The Shared Services Program, which is administered pursuant to documented shared services agreements (the "**Shared Services Agreements**") between CCA and each participating affiliate, is necessary and beneficial to the business operations of CCA and the participating affiliates, and generally provides the CCA Group and other affiliates with material savings in respect of general administrative and corporate overhead costs. By aggregating their purchases of goods and services, CCA's Non-Debtor Subsidiaries and other program participants are able to recognize economies of scale, resulting in lower costs than would be the case if each individual participant hired employees or contracted with third parties to perform the same administrative functions on its own. The cost savings associated with the Shared Services Program thus enable the Non-Debtor Subsidiaries to reduce costs and improve their overall cash flow, which inures to the benefit of their sole owner, CCA.

In accordance with the Shared Services Agreements, CCA is generally entitled to reimbursement for its costs from the participating affiliates under an allocation mechanism based upon whether such costs are directly or indirectly incurred by CCA on behalf of the participating affiliate. Direct costs, such as amounts paid to CCA's employees engaged in specific, project-related work for participating affiliates (e.g., overseeing a safety program at Plaza Construction LLC; IT software provisioning at CCA International Group, Inc.), and third-party expenses that are directly attributable to participating affiliates (e.g., insurance and software licenses), are allocated to the applicable affiliates at the time of payment by CCA. CCA's direct employee cost allocation is reviewed and adjusted periodically. CCA's direct third-party costs are generally allocated by usage or based upon revenue at each participating affiliate. Indirect costs, such as CCA employee costs related to providing general shared services to affiliates and third-party expenses that are not directly attributable to participating affiliates (e.g., tax and audit preparation) are allocated to the applicable affiliates at year-end despite these costs being paid by CCA at the time incurred. Indirect employee costs are allocated based upon headcount at each entity. Indirect third-party expenses are allocated by shared services department based on the percentage of time that each respective department allocates to participating affiliates. Certain of these third-party expenses remain CCA's responsibility. CCA records journal entries documenting all intercompany transactions under the Shared Services Agreements.

Related to the Shared Services Program, in the ordinary course of business, CCA pays for certain services from SC Beijing that enable CCA to meet certain insurance and regulatory requirements in China that are essential to support the Shared Services Program. These costs are likewise allocated among participating affiliates based on their actual usage and benefit, with CCA seeking reimbursement for the amounts attributable to each affiliate.

B. Events Leading to the Chapter 11 Case

(i) Recent Operational Headwinds

Over the decade before the filing of the chapter 11 case, the value of the CCA Group’s new contracts and related revenues dropped precipitously. This reduction in value of new contracts and revenues, in turn, generated losses for the Non-Debtor Subsidiaries and rendered the operations of the CCA Group unprofitable on a consolidated basis. Several factors explain the decline in the CCA Group’s financial condition, particularly during the five years before the chapter 11 case.

Historically, a significant portion of the CCA Group’s revenues were derived from construction contracts awarded by Chinese companies operating in the United States, especially in the real estate development and manufacturing sectors. In recent years, this category of contracts has substantially diminished due to a broader retreat of Chinese firms from the U.S. market, driven by, among other things, changes in geopolitical relations between China and the United States, as well as overseas direct investment policy changes enacted in China in 2017.

As the CCA Group’s revenue base has declined, its aggregate general and administrative expenses increased as a proportion of revenue. The presence of these fixed costs in the face of declining revenue has caused sustained negative cash flows. With the end of the pandemic, more and more Chinese companies – including those in solar cells, EV components, and traditional manufacturing – are investing in building factories in the United States, driven by high tariffs on Chinese products. As the CCA Group is well-versed in the U.S. construction contracting market and understands the needs of Chinese clients, it now faces potential new market opportunities.

(ii) The Baha Mar Litigation

In 2017, while managing the operational headwinds described above, CCA was dragged into a litigation regarding a Bahamas-based dispute involving CCA’s remote affiliates in the Bahamas, CCA Bahamas (“CCAB”) and CSCEC (Bahamas), Ltd. (“CSCECB,” and together with CCA and CCAB, the “**Defendants**”). On December 26, 2017, BML Properties, Ltd. (“BMLP”) filed a complaint against the Defendants in *BML Props. Ltd. v. China Construction America, Inc., et al.*, No. 657550/2017 (Sup. Ct., N.Y. County), in the New York Supreme Court, Commercial Division (the “**Baha Mar Litigation**”). The Baha Mar Litigation arose from the construction of Baha Mar, a resort in the Commonwealth of The Bahamas. Following a two-week bench trial, on October 18, 2024, Justice Andrew Borrok issued a decision (the “**Trial Decision**”) finding liability for all three Defendants and awarding BMLP \$845 million, plus statutory pre-judgment interest accruing as of May 1, 2014 (the “**Baha Mar Judgment**”). On October 31, 2024, the clerk of court entered the Baha Mar Judgment against the Defendants in the amount of \$1,642,598,493.15. On October 29, 2024, the Defendants filed a notice of appeal of the Trial Decision and, on

November 1, 2024, once the clerk of court entered the Baha Mar Judgment, the Defendants filed a notice of appeal of the Baha Mar Judgment. While that appeal was pending, CCA filed for chapter 11 protection on December 22, 2024, to preserve and maximize the value of its estate against judgment enforcement by BMLP and to reorganize its business.

(iii) The Debtor's Prepetition Capital Structure

As of the Petition Date, CCA had no funded debt outstanding.

C. Events During the Chapter 11 Case

(i) First Day Motions

On December 22, 2024 (the “**Petition Date**”), the Debtor filed the chapter 11 case. The Debtor also filed motions with the Bankruptcy Court seeking relief designed to, among other things, prevent interruptions to the Debtor’s business, including the Shared Services Program, allow the Debtor to pursue its appeal alongside its codefendants in the Baha Mar Litigation, and enable the Debtor to access financing during the pendency of the chapter 11 case. Specifically, the Debtor sought and obtained orders authorizing it, on an interim basis, to:

- a. Acquire postpetition financing [Docket No. 4];
- b. Continue to access its prepetition bank accounts [Docket No. 5];
- c. Continue the Shared Services Program [Docket No. 5];
- d. Continue its prepetition insurance programs [Docket No. 6];
- e. Continue to pay and honor prepetition wages and benefits [Docket No. 7].

Following the Bankruptcy Court’s interim approval of the aforementioned orders, the Bankruptcy Court entered final orders authorizing the Debtor to acquire postpetition financing [Docket No. 174], access prepetition bank accounts [Docket No. 175], continue the Shared Services Program [Docket No. 175], continue prepetition insurance programs [Docket No. 176], and continue to pay and honor prepetition wages and benefits [Docket No. 177].

(ii) Retention of Professionals

During the chapter 11 case, the Debtor obtained Bankruptcy Court approval to retain the following Professionals to assist in carrying out its duties as debtor in possession and to represent its interests:

- a. Kurtzman Carson Consultants, LLC dba Verita Global, as Claims and Noticing Agent [Docket No. 31];

- b. Cole Schotz, P.C., as co-counsel effective *nunc pro tunc* to the Petition Date [Docket No. 113];
- c. BDO Consulting Group, LLC, as financial advisor, effective *nunc pro tunc* to the Petition Date [Docket No. 134];
- d. Debevoise & Plimpton LLP, as co-counsel effective *nunc pro tunc* to the Petition Date [Docket No. 135];
- e. Duane Morris LLP as counsel to the Special Committee [Docket No. 343].

In addition to these Professionals, the Debtor obtained Bankruptcy Court approval to retain certain law firms and accounting firms as “ordinary course professionals” to advise them with respect to matters relating to the Debtor’s daily business operations [Docket No. 192].

(iii) DIP Financing

As part of its planning for filing for relief under chapter 11, the Debtor secured debtor-in-possession financing from CSCEC Holding (the “**DIP Lender**”) consisting of the DIP Facility (as defined below) in the aggregate principal amount of up to \$40.0 million. The financing was provided on a first-lien secured basis and provided for multiple draws of no less than \$500,000 each draw as needed by the Debtor (the “**DIP Facility**”). The DIP Facility provided further that \$5,000,000 would be drawn upon the Court’s entering an order approving the DIP Facility on an interim basis and \$3,000,000 would be drawn upon the Court’s entering an order approving the DIP Facility on a final basis. [Docket No. 4, ¶ 10].

The terms of the DIP Facility are highly favorable to CCA’s estate in numerous respects, such as (a) an interest rate in the fixed amount of 9.5% paid-in-kind or, at the option of CCA, in cash, (b) no obligation to pay commitment, exit or other similar fees, (c) allowing for multi-draws that preserve the commitment while reducing the accrual of interest, (d) adjusting downward the principal balance of the DIP Facility to account for payments by CCA that are allocable to affiliates outside of the CCA Group (in exchange for the right to pursue such claims directly against the applicable affiliate), and (e) minimizing the conditions required for funding, thereby limiting execution risk.

The DIP Facility was approved the special committee of CCA’s board of directors (the “**Special Committee**”), consisting of CCA’s independent director, Ms. Elizabeth Abrams, in its sole discretion. The DIP Lender was represented by Lowenstein Sandler LLP (“**Lowenstein**”) in the negotiations.

BMLP was the only party in interest to object to the DIP Facility.

At a hearing on February 13, 2025, the Bankruptcy Court approved, over BMLP’s objections, the DIP Facility in its entirety on a final basis. [Docket No. 174]. The Court specifically found that the DIP Facility was the subject of good faith negotiation between CCA’s Special

Committee and the DIP Lender and that the DIP Lender was entitled to a good faith finding under section 364 of the Bankruptcy Code. Transcript of February 13, 2025 Hearing at 211:8-11.

(iv) Appointment of Creditors' Committee

No Creditors' Committee has been appointed in this case.

(v) Special Committee Investigation

In the exercise of its fiduciary duties, the Special Committee undertook an investigation (the “**Investigation**”) of any causes of action the Debtor might have in its favor against affiliates of the debtor or its officers and directors. The Investigation was conducted with the assistance of co-counsel to the Debtor, Cole Schotz P.C. In addition, the Special Committee retained its own independent counsel, Duane Morris LLP, to advise it in connection with the Investigation and the resolution of the chapter 11 case.

On July 31, 2025, the Special Committee issued a report detailing its conclusions from the Investigation (the “**Special Committee Report**”). [Docket No. 502]. The Special Committee Report identified a “colorable” claim to potentially pierce CCA’s corporate veil and impose liability on CSCEC Holding for claims against CCA. However, the Special Committee Report also identified several material challenges to successfully bringing this claim, including “numerous significant counterarguments and facts” weighing against the colorability of the claim, “the cost and length of time necessary to litigate such a fact-intensive claim,” and “courts’ reluctance to sustain veil-piercing claims.” The Special Committee Report also noted that, even if a claim were to be successful against CSCEC Holding, it is not clear that CSCEC Holding would have meaningful assets from which CCA could recover, because CSCEC Holding is a holding company whose assets consist primarily of relatively illiquid interests in various subsidiaries, including CCA.

Subsequent to the issuance of the Special Committee Report, BMLP moved for confirmation that it held direct claims against CSCEC Holding, relief from the automatic stay to pursue post-judgment relief in New York state court, and derivative standing to pursue estate alter ego claims against CSCEC Holding (the “**Standing Motion**”). [Docket No. 442]. The Debtor and CSCEC Holding both objected to the Standing Motion. [Docket Nos. 475, 473]. A hearing on the Standing Motion was held on October 9, 2025, following which the Court ordered mediation and adjourned further consideration of the Standing Motion. October 9, 2025 Hr’g Tr. at 34:13-14. The Standing Motion was deemed withdrawn on December 2, 2025, when the Bankruptcy Court approved a global settlement among BMLP, CCA and other parties, as further described herein.

(vi) Appointment of an Examiner

On May 7, 2025, the Bankruptcy Court approved the appointment of Todd Harrison, Esq. as the examiner pursuant to 11 U.S.C. 1104(c). The Court limited the Examiner’s investigation “to an examination of the scope and process of the [Special Committee Investigation.]” [Docket No. 351]. The Court authorized the Examiner to “provide (a) recommendations to the Special Committee and its advisors regarding: (i) the process, (ii) methodology, and (iii) breadth of the

Special Committee Investigation, and/or (b) input or feedback to the Special Committee and its advisors regarding (i) potential topics of the Special Committee Investigation and (ii) potential claims to consider.” *Id.* Following a review of the Special Committee Report and the process leading up to it, the Examiner concluded that the Special Committee’s conclusions “generally appear to be made in good faith and reasonable under the circumstances.” [Docket No. 504].

(vii) Business Developments since the Petition Date

Since the filing of this chapter 11 case, CCA has continued the Shared Services Program and its Non-Debtor Subsidiaries have continued operations in the ordinary course of business.

(viii) Developments in the Baha Mar Litigation since the Petition Date

Together with the other relief sought at the outset of the chapter 11 case, the Debtor also sought relief from the automatic stay to join its non-debtor codefendants in an appeal to the First Department, New York State Supreme Court, Appellate Division of the Trial Decision in the Baha Mar Litigation. BMLP did not file an objection to CCA’s stay relief. CCA and BMLP agreed to a consent order with respect to the stay relief under which CCA would provide BMLP certain financial information and CCA would be permitted to pursue its appeal to the First Department. [Docket No. 53]. Accordingly, CCA joined its codefendants in the appeal.

Oral argument in the First Department appeal took place on March 18, 2025. On April 8, 2025, the First Department upheld the Baha Mar Decision and Judgment. Subsequently, CCA and the other Defendants filed a motion for leave to appeal the First Department’s decision with the New York State Court of Appeals.

As required by the Bankruptcy Code, prior to CCA joining that motion, CCA moved for relief from the automatic stay with the Bankruptcy Court. [Docket No. 266]. BMLP objected to this relief. [Docket No. 285]. Nevertheless, on May 5, 2025, the Court granted CCA’s requested relief in its entirety. [Docket No. 293]. CCA accordingly joined the other Defendants when they filed a motion for leave to appeal with the Court of Appeals on May 8, 2025. While the motion for leave to appeal was pending, CCA engaged in numerous discussions and ongoing negotiations regarding resolution of the chapter 11 case with all interested stakeholders, including CSCEC Holding, BMLP, and CCA’s surety providers.

(ix) Mediation and Global Settlement with BMLP

At the October 9, 2025 hearing on the Standing Motion, the Court recommended mediation among CCA, CSCEC Holding, and BMLP, to which all parties agreed. 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. [Docket No. 552]. The Parties convened to mediate their disputes on November 20, 2025 at the offices of Debevoise & Plimpton LLP. As a result of the mediation, on November 21, 2025, CCA, the other Defendants, CSCEC Holding, and BMLP agreed to the principal terms and conditions of a comprehensive settlement of all disputes (as documented in the Settlement Agreement described

below, the “**Settlement**”). The parties negotiated and executed a Term Sheet memorializing the settlement on November 23, 2025 and entered into a Settlement Agreement on December 2, 2025. [Docket No. 588]. CCA filed 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* on November 26, 2025. [Docket No. 579]. After a hearing on December 2, 2025, the Court approved the Settlement (the “**Settlement Order**”). [Docket No. 591].

The Settlement Amount (as defined in the Settlement Order) was paid and the Settlement became effective on December 22, 2025. Pursuant to the terms of the Settlement Agreement and the Settlement Order, BMLP’s proof of claim in this chapter 11 case is deemed withdrawn with prejudice. Resolution of BMLP’s claim and the Baha Mar Litigation enabled the Debtor to subsequently move expeditiously to a final resolution of the case, as represented by the Plan and this Disclosure Statement.

(x) Schedules, Claims Bar Date, and Filed Proofs of Claim

Following the Petition Date, the Debtor prepared and filed its schedules of assets and liabilities and statement of financial affairs (collectively, the “**Schedules**”) [Docket Nos. 99 & 234]. Furthermore, by order dated June 25, 2025, the Bankruptcy Court established 5:00 p.m. prevailing Eastern Time on July 30, 2025, as the General Bar Date and 5:00 p.m. (prevailing Eastern Time) on July 30, 2025, as the Governmental Bar Date [Docket No. 388]. Approximately 35 proofs of claim (secured and unsecured) were filed, which (not taking into account the BMLP claim which was withdrawn pursuant to the Settlement) assert claims against the Debtor with non-duplicative liquidated amounts of more than \$290,000 in the aggregate.

IV.

SUMMARY OF THE PLAN

THE FOLLOWING IS A SUMMARY OF SOME OF THE SIGNIFICANT ELEMENTS OF THE PLAN. THIS DISCLOSURE STATEMENT IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO THE MORE DETAILED INFORMATION SET FORTH IN THE PLAN. CREDITORS ARE URGED TO READ THE PLAN IN ITS ENTIRETY.

A. Unclassified Claims

The Plan provides that, in accordance with section 1123(a)(1) of the Bankruptcy Code, the DIP Claims, Administrative Claims, Priority Tax Claims and U.S. Trustee Fees are not classified for purposes of voting or receiving distributions. Rather, the Plan treats all such Claims separately as unclassified Claims as set forth in this Article II, and the holders thereof are not entitled to vote on the Plan.

(i) DIP Claims

The Plan provides that, on the Effective Date, each holder of an Allowed DIP Claim will receive, in full and final satisfaction, settlement, release, and discharge of such DIP Claim, (i) all

of the interests in the Reorganized Debtor, and (ii) its respective pro rata share of the loans under the Exit Financing Facility pursuant to the Exit Financing Facility Documents.

(ii) Administrative Claims

a. Filing Administrative Claims

The Plan provides that each holder of an Administrative Claim, other than (i) an Administrative Claim for Professional fees and expenses covered by Section 2.2 of the Plan, (ii) an Administrative Claim of a governmental unit under section 503(b)(1)(D) of the Bankruptcy Code, (iii) timely filed and Allowed Claims arising under section 503(b)(9) of the Bankruptcy Code, or (iv) an Administrative Claim that has been Allowed as such on or before the Administrative Claim Bar Date, must file and serve on the Plan Administrator a request for payment of such Administrative Claim so that it is received no later than the Administrative Claim Bar Date pursuant to the procedures specified in the Confirmation Order and the notice of the Effective Date. **The Plan further provides that holders required to file and serve, who fail to file and serve, a request for payment of Administrative Claims by the Administrative Claim Bar Date will be forever barred, estopped, and enjoined from asserting such Administrative Claims against the Debtor and its property, and such Administrative Claims will be deemed discharged as of the Effective Date.** The Plan provides that, as of the Effective Date, all such Claims will be subject to the permanent injunction set forth in Section 10.5 of the Plan. Nothing in the Plan alters, extends, or modifies the bar date for filing Claims arising under section 503(b)(9) of the Bankruptcy Code, as established pursuant to the Bar Date Order.

b. Allowance of Administrative Claims

The Plan provides that each Administrative Claim, with respect to which a request for payment has been properly and timely filed pursuant to Section 2.1(a) of the Plan, will become an Allowed Administrative Claim if no objection to such request is filed with the Bankruptcy Court and served on the Plan Administrator and the requesting party on or before the 120th day after the Effective Date, as the same may be modified or extended by order of the Bankruptcy Court. If an objection is timely filed to any Administrative Claim, the Plan provides that it will become an Allowed Administrative Claim only to the extent allowed by Final Order or as such Claim is settled, compromised, or otherwise resolved pursuant to Article VII of the Plan.

c. Treatment of Administrative Claims

The Plan provides that, except to the extent that the holder of an Allowed Administrative Claim agrees to a less favorable treatment, and except as provided in Section 2.2 of the Plan, each holder of an Allowed Administrative Claim against the Debtor will receive, in full and final satisfaction, settlement, release, and discharge of such Claim, Cash equal to the unpaid amount of such Allowed Administrative Claim on the latest of: (i) the Effective Date; (ii) 30 days after the date on which such Administrative Claim becomes Allowed; or (iii) the date on which such Administrative Claim becomes due and payable in the ordinary course of the Debtor's business in accordance with the terms and conditions of any transaction or agreement relating to such Allowed Administrative Claim; *provided, however,* that notwithstanding anything in the Plan to the

contrary, the Plan Administrator will be authorized to pay Allowed Administrative Claims that arise in the ordinary course of the Debtor's business, in full, in the ordinary course of business in accordance with the terms and subject to the conditions of any agreements governing, instruments evidencing, or other documents relating to, such transactions, post-confirmation.

(iii) Professional Fees

a. Final Fee Applications

The Plan provides that each Professional asserting an Administrative Claim for compensation for services rendered and expenses incurred in connection with this chapter 11 case on or before the Effective Date must: (i) file with the Bankruptcy Court, and serve on the Plan Administrator, an application for allowance of such Administrative Claim on or before the forty-fifth (45th) day following the Effective Date, and (ii) after notice and a hearing in accordance with the procedures established by the Bankruptcy Code and Bankruptcy Rules and any prior orders of the Bankruptcy Court in this chapter 11 case, be paid in full, in Cash, in such amounts as are Allowed by a Final Order.

b. Ordinary Course Professional Fees and Expenses

The Plan provides that the requirements for payment of professional fees set forth in the immediately preceding paragraph will not affect any Entity that has been retained pursuant to, and is owed compensation established within the limits of, the *Order Authorizing the Debtor to Employ and Compensate Professionals Utilized in the Ordinary Course of Business* [Docket No. 192].

c. Termination of Professionals

The Plan provides that, on the Effective Date, the engagement of each Professional retained by the Debtor will be terminated without further order of the Bankruptcy Court or act of the parties; provided, however, that each Professional will be entitled to prosecute its respective claim for professional fees and the Plan Administrator shall be responsible for causing the Purchasing Entity to pay the fees, costs and expenses associated with the prosecution of such claims.

d. Post-Effective Date Fees and Expenses

The Plan provides that, from and after the Effective Date, the Plan Administrator will, upon receipt of appropriate documentation and in the ordinary course of business, cause the Purchasing Entity to pay the post-Effective Date charges incurred by the Debtor or the Plan Administrator for any Professional's fees, disbursements, expenses, or related support services without application to or approval from the Bankruptcy Court.

(iv) Priority Tax Claims

The Plan provides that, except to the extent that a holder of an Allowed Priority Tax Claim agrees to a less favorable treatment, each holder of an Allowed Priority Tax Claim will receive, in full and final satisfaction, settlement, release, and discharge of such Claim, Cash equal to the

unpaid amount of such Allowed Priority Tax Claim on the latest of (a) the Effective Date; (b) 30 days after the date on which such Priority Tax Claim becomes Allowed; or (c) the date on which such Priority Tax Claim becomes due and payable by its terms.

(v) U.S. Trustee Fees

The Plan provides that, on the Effective Date, the Debtor will pay all U.S. Trustee Fees that are due and owing as of the Effective Date. The Plan further clarifies that nothing in the Plan will release the Debtor from its obligation to pay, or the Plan Administrator from causing the Purchasing Entity to pay, as applicable, all U.S. Trustee Fees arising from and after the Effective Date before a Final Order is entered by the Bankruptcy Court closing the chapter 11 case. Classification of Claims and Interests.

(vi) Classification in General

Pursuant to sections 1122 and 1123 of the Bankruptcy Code, a Claim or Interest is placed in a particular Class for all purposes, including voting, confirmation, and distribution; *provided, however*, that a Claim is placed in a particular Class for the purpose of receiving distributions only to the extent that such Claim is Allowed. Voting rights of Claims have been determined by a separate order of the Bankruptcy Court, the Solicitation Procedures Order, approving solicitation and voting procedures in relation to the Plan.

(vii) Classification of Claims and Interests

The following table designates the Classes of Claims against and Interests in the Debtor and specifies which Classes are: (a) Impaired and Unimpaired; (b) entitled to vote to accept or reject the Plan; and (c) deemed to accept or reject the Plan:

Class	Description	Impairment	Entitled to Vote
1	Priority Non-Tax Claims	Unimpaired	No (deemed to accept)
2	General Unsecured Claims	Impaired	Yes
3	Interests	Impaired	No (deemed to reject)

(viii) Elimination of Vacant Classes

The Plan provides that any Class that does not have at least one holder of an Allowed Claim or Allowed Interest or a Claim or Interest temporarily Allowed as of the date of the Sale and Confirmation Hearing for the Debtor shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan pursuant to section 1129(a)(8) of the Bankruptcy Code.

(ix) *Deemed Acceptance by Non-Voting Classes*

If a Class contains Claims eligible to vote and no holder of a Claim eligible to vote in such Class votes to accept or reject the Plan, the Plan provides that it will be deemed accepted by such Class.

(x) *Confirmation Pursuant to Section 1129(b) of the Bankruptcy Code*

Because certain Classes are deemed to have rejected the Plan, the Debtor seeks confirmation of the Plan under section 1129(b) of the Bankruptcy Code with respect to such Classes and any other Impaired Classes that vote to reject the Plan. Subject to Sections 12.3 and 12.4 of the Plan, the Debtor reserves the right to alter, amend, modify, revoke, or withdraw the Plan in order to satisfy the requirements of section 1129(b) of the Bankruptcy Code.

B. Treatment of Claims and Interests

The treatment of, voting status of, and expected recovery for, Claims and Interests under the Plan is summarized above in “Executive Summary – Overview of the Plan and Distributions under the Plan”, beginning at page 7.

C. Means for Implementation

(i) *The Exit Facility*

The Plan provides that the DIP Facility will be amended and restated effective as of the Effective Date resulting in an amended and restated agreement, the Exit Financing Facility, such that the obligations under the Exit Financing Facility will be equal to the obligations outstanding under the DIP Facility on the Effective Date and the borrowers under the Exit Financing Facility will be the Reorganized Debtor and the Purchasing Entity, or such other terms as may be set forth in the Plan Supplement. Each holder of a DIP Claim will receive its pro rata share of the Exit Financing Facility on the Effective Date, in full and complete satisfaction of the DIP Claims pursuant to Section 2.5 of the Plan.

(ii) *Transfer to the Purchasing Entity*

The Plan provides that, on the Effective Date, certain of the Debtor’s remaining assets, including the Debtor’s interests in certain Non-Debtor Subsidiaries, any rights, claims, and causes of action that it may possess, pursuant to section 363 of the Bankruptcy Code, will be transferred to the Purchasing Entity. The Plan further provides that such transfer of the Debtor’s assets to the Purchasing Entity will be free and clear of all liens, claims and interests, at the direction of the DIP Lender in exchange for its agreement to enter into the Exit Financing Facility and in exchange for the good and valuable consideration to be further detailed in the Plan Supplement.

(iii) Revesting of Remaining Assets

The Plan provides that, on the Effective Date, all assets of the Debtor not transferred to the Purchasing Entity pursuant to the Bill of Sale will vest in the Reorganized Debtor. The division of assets among the Reorganized Debtor and the Purchasing Entity will be set forth in the Plan Supplement.

(iv) Allocation of Post-Effective Date Payment Obligations

The Plan provides that, on the Effective Date, all Allowed Claims for which Cash payment is required to be made following the Effective Date pursuant to Articles III and IV of the Plan will be satisfied by the Purchasing Entity and the Reorganized Debtor, with the specific allocation of such payment obligations to be set forth in the Purchased Asset Allocation.

(v) The Plan Administrator

The Plan provides that, on the Effective Date, the Reorganized Debtor shall be appointed the Plan Administrator and will have the obligation, subject to the terms of the Plan, to reconcile Claims, administer the Plan in an efficacious manner, and assist with other administrative duties and reporting obligations associated with the Plan following the Effective Date.

(vi) Corporate Governance

The Plan provides that, on the Effective Date, the board of directors of the Reorganized Debtor will be appointed and their identities will be specified in a Plan Supplement to be filed before the Confirmation Hearing, and the Reorganized Debtor will adopt new organizational documents.

(vii) Compromise of Controversies

In consideration for the classification, distributions, releases, and other benefits provided under the Plan, the provisions of the Plan upon the Effective Date shall constitute a good faith compromise and settlement of all Claims, Interests, and controversies relating to all Claims, Interests, and controversies resolved pursuant to the Plan. The Plan shall be deemed a motion to approve the good faith compromise and settlement of all such Claims, Interests, and controversies pursuant to Bankruptcy Rule 9019, and the entry of the Confirmation Order shall constitute the Bankruptcy Court's (a) approval of such compromises and settlements under section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019 and (b) finding that all such compromises and settlements are (i) in the best interest of the Debtor, their estate and their stakeholders; and (ii) fair, equitable and within the range of reasonableness.

D. Distributions

(i) Distributions

The Plan provides that the Plan Administrator will make all Plan distributions to the appropriate holders of Allowed Claims in accordance with the terms of the Plan, using Cash to be funded (a) by the Debtor for all such payments to be made on the Effective Date, and (b) by the Purchasing Entity or Reorganized Debtor, as applicable, for all such payments to be made after the Effective Date. The Plan further provides that the Debtor will provide the Plan Administrator with all information in its possession regarding asserted Claims, the Allowed amount of such Claims entitled to receive a Plan distribution, and the identity and addresses of record holders of such Claims as set forth in the Debtor's books and records as of the Distribution Record Date.

(ii) Allocation of Plan Distributions Between Principal and Interest

The Plan provides that the aggregate consideration to be distributed to the holders of Allowed Claims under the Plan will be treated as first satisfying an amount equal to the stated principal amount of the Allowed Claims of such holders, as determined for federal income tax purposes, and any remaining consideration as satisfying accrued, but unpaid, interest, if any.

(iii) No Postpetition Interest on Claims

The Plan further provides that, unless otherwise specifically provided for in the Confirmation Order or other order of the Bankruptcy Court, or required by applicable bankruptcy or non-bankruptcy law, postpetition interest shall not accrue or be paid on any Claims, and no holder of a Claim shall be entitled to interest accruing on such Claim on or after the Petition Date.

(iv) Date of Distributions

The Plan states that any distributions and deliveries to be made hereunder will be made on the Effective Date or as soon thereafter as is reasonably practicable unless the Plan specifies a different date for distribution. In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, the Plan sets forth that the making of such payment or the performance of such act may be completed on or as soon as reasonably practicable after the next succeeding Business Day, but will be deemed to have been completed as of the required date.

(v) Distribution Record Date

The Plan provides that, as of the close of business on the Distribution Record Date, the various lists of holders of Claims and Interests in each of the Classes as maintained by the Debtor will be deemed closed and there will be no further changes in the record holders of any of the Claims and Interests. The Plan further provides that neither the Debtor nor the Plan Administrator will have any obligation to recognize any transfer of Claims or Interests occurring after the close of business on the Distribution Record Date. Additionally, with respect to payment

of any cure costs or any cure disputes in connection with the assumption and/or assignment of the Debtor's executory contracts and leases, none of the Debtor, the Reorganized Debtor or the Purchasing Entity will have any obligation to recognize any party other than the non-Debtor party to the underlying executory contract or lease, even if such non-Debtor party has sold, assigned or otherwise transferred its Claim for a cure cost.

(vi) Delivery of Distributions

The Plan provides that distributions to holders of Allowed Claims will be made to holders of record as of the Distribution Record Date by the Plan Administrator: (a) to the signatory set forth on the proof of claim filed by such holder or other representative identified therein (or at the last known addresses of such holder if no proof of claim is filed or if the Debtor has been notified in writing of a change of address); (b) at the addresses set forth in any written notices of address changes delivered to the Debtor (if before the Effective Date) or the Plan Administrator (if after the Effective Date) after the date of any related proof of claim; (c) at the addresses reflected in the Debtor's schedules if no proof of claim has been filed and the Plan Administrator has not received a written notice of a change of address; or (d) on any counsel that has appeared in the chapter 11 case on the holder's behalf. In the event that any distribution to any holder is returned as undeliverable, the Plan provides that no distribution or payment to such holder will be made unless and until the Plan Administrator has been notified of the then current address of such holder, at which time or as soon as reasonably practicable thereafter such distribution shall be made to such holder without interest; *provided, however,* such distributions or payments shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of 90 days after such distribution, and no further payments shall be made to the holder of an Allowed Claim on account of such undeliverable distribution.

(vii) Manner of Payment Under Plan

The Plan sets forth that, at the option of the Plan Administrator and except as specifically provided in the Plan, any Cash payment may be made by a check or wire transfer or as otherwise required or provided in applicable agreements or customary practices of the Debtor.

(viii) Unclaimed Property

The Plan provides that holders of Allowed Claims will have 90 days from the date of any distribution to negotiate checks issued to such holders. The Plan further provides that, to the extent such checks are not negotiated within such time period, the payment on such applicable checks will be stopped no further payments will be made to the holder of the applicable on account of the unclaimed property. The Plan provides that the Plan Administrator will have no obligation to attempt to locate any holder of an Allowed Claim other than by reviewing the Debtor's books and records, proofs of Claim filed against the Debtor or transfers of Claim filed pursuant to Bankruptcy Rule 3001.

(ix) *De Minimis Distributions*

The Plan provides that (i) no payment of fractions of cents will be made; and (ii) the Plan Administrator will have no obligation to make a distribution that is less than \$50.00 in Cash to any Claim holder. The Plan further provides that, whenever any payment of a fraction of a cent would otherwise be called for, the actual payment will reflect a rounding down of such fraction to the nearest whole cent.

(x) *Setoffs and Recoupments*

The Plan provides that the Plan Administrator may, pursuant to section 553 of the Bankruptcy Code or applicable non-bankruptcy law, set off and/or recoup against any Allowed Claim, and the distributions to be made pursuant to the Plan on account of such Allowed Claim, any and all claims, rights and Causes of Action that a Debtor or its successors may hold against the holder of such Allowed Claim after the Effective Date; *provided, however*, that neither the failure to effect a setoff or recoupment nor the allowance of any Claim will constitute a waiver or release of any Causes of Action of a Debtor against such holder.

(xi) *Withholding and Reporting Requirements*

In connection with the Plan and all distributions thereunder, the Plan provides that the Plan Administrator will comply with all withholding and reporting requirements imposed by any federal, state, local or foreign taxing authority, and all distributions hereunder shall be subject to any such withholding and reporting requirements. The Plan further provides that the Plan Administrator will be authorized to take any and all actions that may be necessary or appropriate to comply with such withholding and reporting requirements, including, requiring a holder of a Claim or Interest to submit appropriate tax and withholding certifications. Further, notwithstanding any other provision of the Plan, the Plan provides that (i) each holder of an Allowed Claim that is to receive a distribution under the Plan will have sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any governmental unit, including income, withholding and other tax obligations on account of such distribution; and (ii) no Plan distributions will be required to be made to or on behalf of such holder pursuant to the Plan if, after 90 days from the date of transmission of a written request to the holder of an Allowed Claim, the Plan Administrator does not receive a valid, completed IRS form from such holder of an Allowed Claim.

(xii) *Claims Paid or Payable by Third Parties*

a. *Claims Paid by Third Parties*

The Plan provides that the Plan Administrator will be entitled to reduce in full a Claim, and such Claim will be disallowed without an objection being filed, upon 30 days notice to the holder of the Claim, to the extent that the holder of the Claim receives payment (before or after the Effective Date) on account of such Claim from a party that is not a Debtor. The Plan further provides that, to the extent a holder of a Claim receives a distribution on account of such Claim and receives payment from a party that is not a Debtor on account of such Claim, such holder must,

within 10 days of receipt thereof, repay or return the distribution to the Plan Administrator, to the extent the holder's total recovery on account of the Claim from the third party and under the Plan exceeds the Allowed amount of such Claim as of the date of any such distribution under the Plan. The Plan also provides that, in the event such holder fails to timely repay or return such distribution, the Plan Administrator may pursue any rights and remedies against such holder under applicable law.

b. BMLP Settlement

The Plan provides, for the avoidance of doubt, that the settlement amount due and payable pursuant to the Settlement Agreement and the Settlement Order was paid prior to the Effective Date by one or more affiliates of the Debtor, and no other and further amount is due under the Plan on account of the claim related by the Settlement Agreement or any other claims asserted by any other party thereto arising from or related to the subject matter of the Settlement Agreement.

c. Claims Payable by Third Parties

The Plan provides that no distributions under the Plan will be made on account of an Allowed Claim that is payable pursuant to one of the Debtor's insurance policies until the holder of such Allowed Claim has exhausted all remedies with respect to such insurance policy.

d. Applicability of Insurance Policies

The Plan provides that, unless explicitly stated otherwise in the Plan, distributions to holders of Allowed Claims will be in accordance with the provisions of any applicable insurance policy. The Plan further provides that, pursuant to section 524(e) of the Bankruptcy Code, nothing contained in the Plan will constitute or be deemed a waiver of any Cause of Action that the Debtor or any Entity may hold against any other Entity under any insurance policies, including against insurers, nor will anything contained in the Plan constitute or be deemed a waiver by such insurers of any defenses, including coverage defenses, held by such insurers.

E. Procedures for Resolving Claims

(i) Objections to Claims and Settlements; Treatment of Disputed Claims

a. The Plan provides that only the Plan Administrator will be entitled to object to Claims after the Effective Date; *provided, however*, that in the event that the Debtor filed an objection to, or motion to subordinate, a Claim before the Effective Date, that objection and/or motion will automatically be assigned to the Plan Administrator on the Effective Date. The Plan further provides that any objections to Claims shall be served and filed on or before: (i) the later of 120 days after (x) the Effective Date or (y) the date that a proof of Claim is filed or amended or a Claim is otherwise asserted or amended in writing by or on behalf of a holder of such Claim; and (ii) such later date as may be fixed by the Bankruptcy Court on motion of the Plan Administrator, whether fixed before or after the date specified in clause (i) hereof. The Plan also provides that any Claims filed after the Bar Date or Administrative Claims Bar Date, as applicable, will be deemed disallowed and expunged in their entirety without further order of the Bankruptcy

Court or any action being required on the part of the Debtor or Plan Administrator unless the Person wishing to file such untimely Claim has received Bankruptcy Court authority to do so.

b. The Plan provides that, from and after the Effective Date, the Plan Administrator may settle or compromise any Disputed Claim without need for notice or approval of the Bankruptcy Court, and that Disputed Claims will not be entitled to any Plan distributions unless and until such Claims become Allowed Claims.

(ii) Preservation of Causes of Action

The Plan provides that, in accordance with sections 363(b) and 1123(b) of the Bankruptcy Code, the Reorganized Debtor will retain, or retain and transfer to the Purchasing Entity, as applicable under the terms of the Purchased Asset allocation, and the Reorganized Debtor or the Purchasing Entity may enforce, sue on, settle, compromise, otherwise resolve, discontinue, abandon or dismiss all Causes of Action that the Debtor or its estate may hold against any Entity (other than Causes of Action released pursuant to Section 11.4 of the Plan) without the approval of the Bankruptcy Court. Specifically, the Plan provides that, upon the Effective Date all of the Causes of Action will vest in the Reorganized Debtor and, to the extent set forth in the Purchased Asset Allocation, will be transferred to the Purchasing Entity pursuant to Section 5.2(b) of the Plan, and the Reorganized Debtor or the Purchasing Entity, as applicable, may pursue such Causes of Action in its sole and absolute discretion.

The Plan provides, and the Debtor will request that the Confirmation Order provide, that no Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against it as any indication that the Debtor, the Reorganized Debtor, or the Purchasing Entity will not, or may not, pursue any and all available Cause of Action against it. The Debtor, the Reorganized Debtor and the Purchasing Entity expressly reserve all rights to prosecute any and all Causes of Actions against any Entity. The Plan further provides that, unless any Cause of Action against an Entity is expressly waived, relinquished, exculpated, released, compromised or settled in the Plan or a Final Order, all Causes of Action are reserved for later adjudication by the Purchasing Entity or the Reorganized Debtor, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise) or laches will apply to such Cause of Action upon, after, or as consequence of, confirmation or consummation of the Plan.

F. Executory Contracts and Unexpired Leases

(i) General Treatment

a. The Plan provides that, as a general matter, all executory contracts and unexpired leases of the Debtor will be deemed to be assumed and assigned to the Reorganized Debtor or the Purchasing Entity, as set forth in the Purchased Asset Allocation, as of the Effective Date pursuant to sections 365 and 1123 of the Bankruptcy Code, except for any executory contract or unexpired lease that: (i) previously had been assumed or rejected pursuant to a final order of the Bankruptcy Court; (ii) is designated specifically or by category as a contract or lease to be rejected

on the Schedule of Rejected Contracts and Leases to be filed in the Debtor's Plan Supplement; or (iii) is subject to a separate motion to assume and assign or to reject under section 365 of the Bankruptcy Code filed before the Effective Date; *provided, however,* that the Debtor will have the right to amend the Schedule of Rejected Contracts to add or remove any executory contract or unexpired lease at any time prior to the Confirmation Date.

b. The Plan further provides that, subject to the occurrence of the Effective Date and satisfaction of the conditions precedent to confirmation and consummation of the Plan, entry of the Confirmation Order by the Bankruptcy Court will constitute an order approving the assumption and assignment of executory contracts and unexpired leases as set forth in Section 8.1(a) of the Plan and rejection of executory contracts and unexpired leases on the Schedule of Rejected Contracts and Leases pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Each executory contract and unexpired lease assumed by the Debtor and assigned to the Purchasing Entity or the Reorganized Debtor pursuant to Section 8.1 of the Plan will be assigned to and be fully enforceable by the Purchasing Entity or the Reorganized Debtor in accordance with its terms.

(ii) Claims Based on Rejection of Executory Contracts or Unexpired Leases

The Plan provides that, in the event that the rejection of an executory contract or unexpired lease hereunder results in damages to the other party or parties to such contract or lease, such parties must file with the Bankruptcy Court and serve on the Plan Administrator, not later than 30 days after the effective date of such rejection (which may be the Effective Date, or such date as may be established by order of the Bankruptcy Court, including the Bar Date Order and the Solicitation Procedures Order), a proof of claim for damages alleged to arise from the rejection of the applicable contract or lease or be forever barred from filing a Claim, or sharing in distributions under the Plan, related to such alleged rejection damages.

(iii) Cure of Defaults for Assumed Executory Contracts and Unexpired Leases

The Plan provides that the cure of all defaults under executory contracts and unexpired leases to be assumed and assigned under the Plan, the Confirmation Order and the Bill of Sale, including the resolution of all objections to the adequacy of assurance of future performance under such executory contracts and unexpired leases and as to the adequacy of amounts proposed to cure defaults under such executory contracts and unexpired leases, will be governed by the terms and conditions of the Solicitation Procedures Order. The Plan further provides that all cure amounts will be satisfied by the Purchasing Entity or the Reorganized Debtor if not satisfied by the Debtor before the Effective Date.

The Plan further provides that assumption of any executory contract or unexpired lease pursuant to the Plan or otherwise, will result in the full release and satisfaction of any Claims or defaults associated with such contract, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or bankruptcy related defaults, arising under any assumed executory contract or unexpired lease at any time

before the effective date of the assumption. The Plan also provides that any proof of Claim filed with respect to an executory contract or unexpired lease that has been assumed will be deemed disallowed and expunged, without further notice to, action, order, or approval of the Bankruptcy Court.

(iv) Reservation of Rights

The Plan provides that neither the exclusion nor inclusion of any contract or lease on the Schedule of Rejected Contracts and Leases, nor anything contained in the Plan, will constitute an admission by the Debtor that any agreement, contract, or lease is an executory contract or unexpired lease subject to Article VIII of the Plan, or that the Debtor, the Reorganized Debtor or the Purchasing Entity have any liability thereunder.

(v) Postpetition Contracts and Leases

The Plan provides that all contracts, agreements and leases that were entered into or assumed by the Debtor after the Petition Date (other than the Bill of Sale) will be deemed assigned by the Debtor to the Reorganized Debtor or the Purchasing Entity, as set forth in the Purchased Asset Allocation, on the Effective Date.

G. Conditions Precedent to Consummation of the Plan

(i) Conditions Precedent to Confirmation

The Plan provides that confirmation of the Plan cannot occur until the following provisions, terms and conditions have been satisfied or waived pursuant to the provisions of Section 9.3 of the Plan:

a. the Plan Supplement shall have been filed not less than 14 days prior to the Confirmation Hearing; and

b. the Confirmation Order shall have been entered by the Bankruptcy Court in form and substance reasonably acceptable to the Debtor.

(ii) Conditions Precedent to the Effective Date

The Plan provides that the Effective Date cannot occur until the following provisions, terms and conditions have been satisfied or waived pursuant to the provisions of Section 9.3 of the Plan.

a. the Confirmation Order shall have become a Final Order;

b. the Plan Documents shall have been executed and delivered, and any conditions (other than the occurrence of the Effective Date or certification by the Debtor that the Effective Date has occurred) contained therein having been satisfied or waived in accordance therewith;

c. all material governmental, regulatory and third party approvals, authorizations, certifications, rulings, no-action letters, opinions, waivers and/or consents in connection with the Plan, if any, shall have been obtained (unless failure to do so will not have a material adverse effect on the Debtor) and remain in full force and effect, and there shall exist no claim, action, suit, investigation, litigation or proceeding, pending or threatened in any court or before any arbitrator or governmental instrumentality, which would prohibit the consummation of the Plan;

d. the amendment and restatement of the DIP Credit Agreement into the Exit Financing Facility shall have become effective as contemplated in Section 5.2(a) hereof; and

e. the sale memorialized in the Bill of Sale shall have been consummated as contemplated in Section 5.2(a) hereof.

(iii) Waiver of Conditions Precedent and Bankruptcy Rule 3020(e) Automatic Stay

The Plan provides that the Debtor, with the consent of the Purchasing Entity, will have the right to waive any condition precedent set forth in Article 9.2 of the Plan at any time without leave of or notice to the Bankruptcy Court and without formal action other than proceeding with confirmation of the Plan. The Plan further contemplates that the stay of the Confirmation Order, pursuant to Bankruptcy Rule 3020(e), will be deemed waived by the Confirmation Order.

(iv) Effect of Failure of Conditions

The Plan provides that, if the consummation of the Plan does not occur, the Plan and Confirmation Order will be null and void in all respects, no distributions under the Plan will be made, and nothing contained in the Plan or the Disclosure Statement will: (a) constitute a waiver or release of any claims by or Claims against or Interests in the Debtor; (b) prejudice in any manner the rights of the Debtor, any holders of Claims or Interests or any other Entity; or (c) constitute an admission, acknowledgment, offer or undertaking by the Debtor, any holders or any other Entity in any respect.

H. Effect of Confirmation

(i) Binding Effect

The Plan provides that, subject to the occurrence of the Effective Date and notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062, on and after the Confirmation Date, the provisions of the Plan shall be immediately effective and enforceable and deemed binding upon any holder of a Claim against, or Interest in, the Debtor, and such holder's respective successors and assigns (whether or not the Claim or Interest of such holder is Impaired under the Plan, whether or not such holder has accepted the Plan, and whether or not such holder is entitled to a distribution under the Plan), all Entities that are party, or subject, to the settlements, compromises, releases, discharges, and injunctions described in the Plan, each Entity acquiring property under the Plan,

and any and all non-Debtor counterparties to executory contracts, unexpired leases, and any other prepetition agreements. The Plan further provides that all Claims and Interests shall be as fixed, adjusted, or compromised, as applicable, pursuant to the Plan regardless of whether any holder of a Claim, debt or Interest has voted on the Plan.

(ii) Vesting and Transfer of Assets

The Plan provides that, on the Effective Date, pursuant to sections 363 and 1141(b) and (c) of the Bankruptcy Code, and except as otherwise provided in the Plan or in the Confirmation Order, the assets of the Debtor's estate shall vest in CCA Construction, Inc. as a reorganized debtor and, to the extent set forth in the Purchased Asset Allocation, be transferred pursuant to the Bill of Sale to the Purchasing Entity, free and clear of all Claims, Liens, encumbrances, charges and other Interests, other than liens and claims of the DIP Agent and the DIP Lender arising as a result of the Exit Financing Facility.

(iii) Releases

a. Releases by the Debtor

The Plan provides the following language with respect to releases that will be granted by the Debtor, which every holder of a Claim or Interest should review in full:

PURSUANT TO SECTION 1123(B) OF THE BANKRUPTCY CODE, FOR GOOD AND VALUABLE CONSIDERATION, THE ADEQUACY OF WHICH IS HEREBY CONFIRMED, AS OF THE EFFECTIVE DATE, THE DEBTOR, ITS ESTATE, AND ANY AND ALL OTHER ENTITIES WHO MAY PURPORT TO ASSERT ANY CAUSE OF ACTION BY, THROUGH, FOR, OR BECAUSE OF THE FOREGOING ENTITIES, SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED, WAIVED, AND DISCHARGED THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES, AND LIABILITIES WHATSOEVER, IN EACH CASE, WHETHER PREPETITION OR POSTPETITION (INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR THAT MAY BE ASSERTED ON BEHALF OF THE DEBTOR AND ITS ESTATE, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTOR OR THE CONDUCT OF ITS BUSINESS (IN EACH CASE, WHETHER PREPETITION OR POSTPETITION), THE FORMULATION, PREPARATION, DISSEMINATION, NEGOTIATION OF THE PLAN, THE DISCLOSURE STATEMENT, ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THE PLAN, THE DISCLOSURE STATEMENT, THIS CHAPTER 11 CASE, THE PURSUIT OF CONFIRMATION, THE PURSUIT OF CONSUMMATION, THE ADMINISTRATION AND IMPLEMENTATION OF THE PLAN, INCLUDING THE DISTRIBUTION OF PROPERTY UNDER THE PLAN, OR ANY OTHER RELATED

AGREEMENT, OR UPON ANY OTHER ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE (IN EACH CASE, WHETHER PREPETITION OR POSTPETITION) RELATED OR RELATING TO THE FOREGOING. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASES SET FORTH IN THIS ARTICLE 10.3(A) SHALL NOT RELEASE (I) ANY RELEASED PARTY FROM CLAIMS OR CAUSES OF ACTION ARISING FROM AN ACT OR OMISSION THAT IS JUDICIALLY DETERMINED BY A FINAL ORDER TO HAVE CONSTITUTED ACTUAL FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE; (II) ANY POST-EFFECTIVE DATE OBLIGATIONS OF ANY PARTY OR ENTITY UNDER THE PLAN OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT EXECUTED TO IMPLEMENT THE PLAN. ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL OF THE RELEASES DESCRIBED IN THIS ARTICLE 10.3 BY THE DEBTOR, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS CONTAINED IN THIS PLAN, AND FURTHER, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT EACH RELEASE DESCRIBED IN THIS ARTICLE 10.3 IS: (I) IN EXCHANGE FOR THE GOOD AND VALUABLE CONSIDERATION PROVIDED BY THE RELEASED PARTIES, INCLUDING, WITHOUT LIMITATION, THE RELEASED PARTIES' CONTRIBUTIONS TO IMPLEMENTING THE PLAN; (II) A GOOD-FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE DEBTOR; (III) IN THE BEST INTERESTS OF THE DEBTOR AND ALL HOLDERS OF CLAIMS AND INTERESTS; (IV) FAIR, EQUITABLE, AND REASONABLE; (V) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; (VI) A SOUND EXERCISE OF THE DEBTOR'S BUSINESS JUDGMENT; AND (VII) A BAR TO THE DEBTOR OR ITS ESTATE, ASSERTING ANY CLAIM OR CAUSE OF ACTION RELATED THERETO, OF ANY KIND, AGAINST ANY OF THE RELEASED PARTIES OR THEIR PROPERTY.

b. Releases by Holders of Claims and Interests

The Plan provides the following language with respect to releases that will be granted by holders of Claims and Interests, which every holder of a Claim or Interest should review in full:

AS OF THE EFFECTIVE DATE, FOR GOOD AND VALUABLE CONSIDERATION, THE ADEQUACY OF WHICH IS HEREBY CONFIRMED, EACH RELEASING PARTY SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED, WAIVED, AND DISCHARGED THE DEBTOR AND OTHER RELEASED PARTIES FROM ANY AND ALL CLAIMS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES, AND LIABILITIES WHATSOEVER (IN EACH CASE, WHETHER PREPETITION OR POSTPETITION UP UNTIL THE EFFECTIVE DATE), INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR THAT MAY BE ASSERTED ON BEHALF OF THE DEBTOR OR ITS ESTATE, THAT SUCH RELEASING PARTY WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN

THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTOR OR THE CONDUCT OF THEIR BUSINESS (IN EACH CASE, WHETHER PREPETITION OR POSTPETITION UP UNTIL THE EFFECTIVE DATE), THE FORMULATION, PREPARATION, DISSEMINATION, OR NEGOTIATION OF THE PLAN, THE DISCLOSURE STATEMENT, ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THE PLAN, THE DISCLOSURE STATEMENT, THIS CHAPTER 11 CASE, THE PURSUIT OF CONFIRMATION, THE PURSUIT OF CONSUMMATION, THE ADMINISTRATION AND IMPLEMENTATION OF THE PLAN, INCLUDING THE DISTRIBUTION OF PROPERTY UNDER THE PLAN, OR ANY OTHER RELATED AGREEMENT, OR UPON ANY OTHER ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE (IN EACH CASE, WHETHER PREPETITION OR POSTPETITION) RELATED OR RELATING TO THE FOREGOING. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASES SET FORTH IN THIS ARTICLE 10.3(B) SHALL NOT RELEASE (I) ANY RELEASED PARTY FROM CLAIMS OR CAUSES OF ACTION ARISING FROM AN ACT OR OMISSION THAT IS JUDICIALLY DETERMINED BY A FINAL ORDER TO HAVE CONSTITUTED ACTUAL FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE; AND (II) ANY POST-EFFECTIVE DATE OBLIGATIONS OF ANY PARTY OR ENTITY UNDER THE PLAN OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT EXECUTED TO IMPLEMENT THE PLAN.

(iv) Exculpation and Limitation of Liability

The Plan provides the following language with respect to exculpation and limitation of liability, which every holder of a Claim or Interest should review in full:

EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE PLAN, NO EXCULPATED PARTY SHALL HAVE OR INCUR LIABILITY FOR, AND EACH EXCULPATED PARTY IS HEREBY EXCULPATED FROM, ANY CAUSE OF ACTION FOR ANY CLAIM RELATED TO ANY ACT OR OMISSION FROM THE PETITION DATE TO THE EFFECTIVE DATE IN CONNECTION WITH, RELATING TO, OR ARISING OUT OF, THIS CHAPTER 11 CASE, IN WHOLE OR IN PART, THE DEBTOR, THE FORMULATION, PREPARATION, DISSEMINATION, NEGOTIATION, OF THE PLAN, THE DISCLOSURE STATEMENT, ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THE PLAN, THE DISCLOSURE STATEMENT, THE FILING OF THIS CHAPTER 11 CASE, THE PURSUIT OF CONFIRMATION, THE PURSUIT OF CONSUMMATION, THE ADMINISTRATION AND IMPLEMENTATION OF THE PLAN OR THE

DISTRIBUTION OF CASH UNDER THE PLAN, OR ANY OTHER RELATED AGREEMENT, EXCEPT FOR CLAIMS OR CAUSES OF ACTION ARISING FROM AN ACT OR OMISSION THAT IS JUDICIALLY DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED ACTUAL FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE, BUT IN ALL RESPECTS, SUCH EXONERATED PARTIES SHALL BE ENTITLED TO THE FULLEST EXTENT PERMITTED BY LAW TO REASONABLY RELY UPON THE ADVICE OF COUNSEL WITH RESPECT TO THEIR DUTIES AND RESPONSIBILITIES. THE EXONERATED PARTIES HAVE, AND UPON SUBSTANTIAL CONSUMMATION OF THE PLAN, SHALL BE DEEMED TO HAVE, PARTICIPATED IN GOOD FAITH AND IN COMPLIANCE WITH THE APPLICABLE LAWS WITH REGARD TO THE SOLICITATION OF, AND DISTRIBUTION OF, CONSIDERATION PURSUANT TO THE PLAN AND, THEREFORE, ARE NOT, AND ON ACCOUNT OF SUCH DISTRIBUTIONS SHALL NOT BE, LIABLE AT ANY TIME FOR THE VIOLATION OF ANY APPLICABLE LAW, RULE, OR REGULATION GOVERNING THE SOLICITATION OF ACCEPTANCES OR REJECTIONS OF THE PLAN OR SUCH DISTRIBUTIONS MADE PURSUANT TO THE PLAN.

(v) Injunction

The Plan provides the following injunctive language, which every holder of a Claim or Interest should review in full:

FROM AND AFTER THE EFFECTIVE DATE, ALL ENTITIES ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY CAUSE OF ACTION RELEASED OR TO BE RELEASED PURSUANT TO THE PLAN OR THE CONFIRMATION ORDER.

FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT OF THE RELEASES AND EXONERATION GRANTED IN ARTICLE X HEREOF, THE RELEASING PARTIES SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER AGAINST THE RELEASED PARTIES AND THE EXONERATED PARTIES AND THEIR ASSETS AND PROPERTIES, AS THE CASE MAY BE, ANY SUIT, ACTION OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, INTEREST OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO ARTICLE X HEREOF.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN OR FOR DISTRIBUTIONS REQUIRED TO BE PAID OR DELIVERED PURSUANT TO THE PLAN, ALL ENTITIES WHO HAVE HELD, HOLD OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED PURSUANT TO SECTION 10.3 OR ARE SUBJECT TO EXONERATION PURSUANT TO SECTION 10.4, ARE PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS: (1) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (2) ENFORCING, ATTACHING, COLLECTING OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT,

AWARD, DECREE OR ORDER AGAINST SUCH ENTITIES ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (3) CREATING, PERFECTING OR ENFORCING ANY LIEN OR ENCUMBRANCE OF ANY KIND AGAINST SUCH ENTITIES OR THE PROPERTY OR ESTATE OF SUCH ENTITIES ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (4) ASSERTING ANY RIGHT OF SETOFF OR SUBROGATION OF ANY KIND AGAINST ANY OBLIGATION DUE FROM SUCH ENTITIES OR AGAINST THE PROPERTY OF SUCH ENTITIES; AND (5) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS RELEASED, SETTLED OR DISCHARGED PURSUANT TO THE PLAN.

(vi) Reservation of Rights

By its terms, the Plan will have no force or effect unless and until the Effective Date occurs. Prior to the Effective Date, none of the filing of the Plan, any statement or provision contained in the Plan, or action taken by the Debtor with respect to the Plan, the Disclosure Statement, or the Plan Supplement will be, or will be deemed to be, an admission or waiver of any rights of any Debtor or any other party, including the Released Parties, with respect to any Claims or Interests or any other matter.

I. Retention of Jurisdiction

The Plan contemplates that, pursuant to sections 105(c) and 1142 of the Bankruptcy Code and notwithstanding entry of the Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, the Bankruptcy Court will retain exclusive jurisdiction (unless otherwise explicitly noted below), pursuant to 28 U.S.C. §§ 1334 and 157, over all matters arising in, arising under, or related to the chapter 11 case, the Plan, or the Confirmation Order, including jurisdiction to:

a. Allow, disallow, determine, liquidate, classify, estimate, or establish the priority or secured or unsecured status of any Claim or Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the allowance or priority of Claims or Interests;

b. Resolve any matters related to the assumption and assignment, or rejection, of any executory contract or unexpired lease to which the Debtor is party to or with respect to which the Debtor may be liable, and hear, determine, and, if necessary, liquidate, any Claims arising therefrom;

c. Determine any and all motions, adversary proceedings, applications, contested matters, or other litigated matters pending on the Effective Date;

d. Ensure that distributions to holders of Allowed Claims are accomplished pursuant to the terms of the Plan;

e. Adjudicate any and all disputes arising from or relating to distributions;

f. Enter, implement, or enforce such orders as may be necessary or appropriate to implement or consummate the provisions of the Plan and all contracts, instruments, releases, and other agreements or documents created in connection with the Plan or the Confirmation Order;

g. Enter, implement, or enforce such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, reversed, revoked, modified, or vacated, or distributions pursuant to the Plan are enjoined or stayed;

h. Issue injunctions, enter and implement other orders, and take such other actions as may be necessary or appropriate to restrain interference by any Entity with the consummation, implementation, or enforcement of the Plan, the Confirmation Order, or any other order of the Bankruptcy Court;

i. Modify the Plan before or after the Effective Date under section 1127 of the Bankruptcy Code or modify the Confirmation Order, or any contract, instrument, release, or other agreement or document created in connection with the Plan or the Confirmation Order, or remedy any defect or omission or reconcile any inconsistency in any Bankruptcy Court order, the Plan, the Disclosure Statement, the Confirmation Order, or any contract, instrument, release, or other agreement or document created in connection with the Plan or the Confirmation Order, in such manner as may be necessary or appropriate to consummate the Plan;

j. Hear and determine any rights, Claims, or Causes of Action held or reserved by, or accruing to, the Debtor pursuant to the Bankruptcy Code, the Confirmation Order, or any other applicable law;

k. Enforce all orders, judgments, injunctions, releases, exculpations, indemnifications, and rulings entered in connection with this chapter 11 case, and to hear and determine any disputes in connection therewith;

l. Enforce the Settlement Order and the Settlement Agreement;

m. Hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Settlement Order or the Settlement Agreement, the releases granted therein, the obligations contemplated therein, and any disputes of any kind that any party thereto asserts relate to the subject matter of the Settlement Agreement or the claims resolved thereby;

n. Hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan or the Confirmation Order, any transactions contemplated thereby, or any agreement, instrument, or other document governing or relating to any of the foregoing, or the effect of the Plan under any agreement to which the Debtor or any affiliate thereof is party;

o. Issue such orders as may be necessary or appropriate to aid in execution of the Plan or to maintain the integrity of the Plan following consummation, to the extent authorized by section 1142 of the Bankruptcy Code;

p. Determine such other matters and for such other purposes as may be provided in the Confirmation Order;

q. Hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

r. Enter and enforce any order for the sale or transfer of property pursuant to sections 363, 1123, or 1146(a) of the Bankruptcy Code, including the Confirmation Order;

s. Hear and determine all disputes involving the existence, scope, and nature of the discharges, releases, or injunctions granted under the Plan and the Bankruptcy Code;

t. Hear and determine any matters arising under or related to sections 1141 and 1145 of the Bankruptcy Code;

u. Recover all assets of the Debtor and property of the Debtor's estate, wherever located;

v. Enter a final decree closing the chapter 11 case; and

w. Hear and determine any other matter not inconsistent with the Bankruptcy Code and title 28 of the United States Code.

J. Miscellaneous Provisions

(i) Exemption from Certain Transfer Taxes

The Plan provides that, to the fullest extent permitted by applicable law, all sale transactions consummated by the Debtor and approved by the Bankruptcy Court on and after the Confirmation Date through and including the Effective Date, including the sale to the Purchasing Entity pursuant to section 363(b) of the Bankruptcy Code and the Purchased Asset Allocation and the other transfers effectuated under the Plan, and any assumption, assignment, and/or sale by the Debtor of its interests in unexpired leases of non-residential real property or executory contracts pursuant to section 365(a) of the Bankruptcy Code, will constitute a "transfer under a plan" within the purview of section 1146 of the Bankruptcy Code, and will not be subject to any stamp, real estate transfer, mortgage recording, or other similar tax.

(ii) Amendments

a. Plan Modifications

The Plan provides that it may be amended, modified, or supplemented by the Debtor in the manner provided for by section 1127 of the Bankruptcy Code or as otherwise permitted by law, without additional disclosure pursuant to section 1125 of the Bankruptcy Code, except as otherwise ordered by the Bankruptcy Court. In addition, the Plan provides that, after the Confirmation Date, so long as such action does not materially and adversely affect the treatment of holders of Allowed Claims and Allowed Interests pursuant to the Plan, the Plan Administrator may remedy any defect or omission or reconcile any inconsistencies in the Plan, the Plan Documents and/or the Confirmation Order, with respect to such matters as may be necessary to carry out the purposes and effects of the Plan, and any holder of a Claim or Interest that has accepted the Plan will be deemed to have accepted the Plan as amended, modified, or supplemented.

b. Other Amendments

The Plan provides that, prior to the Effective Date, the Debtor may make appropriate technical adjustments and modifications to the Plan without further order or approval of the Bankruptcy Court; *provided, however*, that such technical adjustments and modifications do not adversely affect in a material way the treatment of holders of Allowed Claims or Allowed Interests under the Plan.

(iii) Revocation or Withdrawal of the Plan

The Plan provides that the Debtor reserves the right to revoke or withdraw the Plan prior to the Effective Date. If the Debtor revokes or withdraws the Plan prior to the Effective Date, or if the Effective Date does not occur, then the Plan provides that: (a) it will be null and void in all respects; (b) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain any Claim or Interest or Class of Claims or Interests), assumption or rejection of executory contracts or leases effected by the Plan, and any document or agreement executed pursuant to the Plan will be deemed null and void; and (c) nothing contained in the Plan will (i) constitute a waiver or release of any Claims by or against, or any Interests in, the Debtor or any other Person, (ii) prejudice in any manner the rights of the Debtor or any other Person or (iii) constitute an admission of any sort by the Debtor or any other Person.

(iv) Severability

The Plan provides that if, prior to the entry of the Confirmation Order, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court, at the request of the Debtor, will have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision will then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan will remain in

full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order will constitute a judicial determination and will provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

(v) Additional Documents

The Plan provides that, on or before the Effective Date, the Debtor may enter into any agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan. The Debtor, the Reorganized Debtor, the Plan Administrator, the Purchasing Entity, and all holders of Claims or Interests receiving Plan distributions and all other parties in interest may, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan.

(vi) Governing Law

The Plan provides that, except to the extent the Bankruptcy Code or Bankruptcy Rules apply, and subject to the provisions of any contract, lease instrument, release, indenture, or other agreement or document entered into expressly in connection herewith, the rights and obligations arising hereunder shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without giving effect to conflict of laws principles; *provided, however*, that governance matters relating to the Debtor, the Reorganized Debtor and the Purchasing Entity, as applicable, shall be governed by the laws of the State of incorporation or formation thereof.

(vii) Successors and Assigns

The Plan provides that the rights, benefits, and obligations of any Person named or referred to in the Plan shall be binding upon, and shall inure to the benefit of, the heirs, executors, administrators, successors and/or assigns of such Person.

(viii) Waiver or Estoppel

The Plan provides that each holder of a Claim or an Interest shall be deemed to have waived any right to assert any argument, including the right to argue that its Claim or Interest should be Allowed in a certain amount, in a certain priority, secured, or not subordinated by virtue of an agreement made with the Debtor or its counsel or any other Entity, if such agreement was not disclosed in the Plan, the Disclosure Statement, or papers filed with the Bankruptcy Court prior to the Confirmation Date.

(ix) Entire Agreement

The Plan provides that, except as otherwise indicated in the Plan, it supersedes all previous and contemporaneous negotiations, promises, covenants, agreements, understandings and representations on such subjects, all of which have become merged and integrated into the Plan.

V.

VOTING ON THE PLAN

A. Overview

The Bankruptcy Court entered the Solicitation Procedures Order on [●], 2026. This order approved, among other things, (a) the dates, procedures and forms applicable to the process of soliciting votes on and providing notice of the Plan and (b) certain vote tabulation procedures. The order also established the deadline for filing objections to the Plan and scheduling the Sale and Confirmation Hearing. A copy of the Solicitation Procedures Order is attached hereto as **Exhibit B**. The Solicitation Procedures Order is incorporated herein by reference and should be read in conjunction with this Disclosure Statement and in formulating a decision to vote to accept or reject the Plan.

**THIS DISCUSSION OF THE SOLICITATION AND VOTING PROCESS IS
ONLY A SUMMARY. PLEASE REFER TO THE SOLICITATION
PROCEDURES ORDER ATTACHED HERETO FOR A MORE
COMPREHENSIVE DESCRIPTION OF THE SOLICITATION AND VOTING
PROCESS.**

B. Holders of Claims Entitled to Vote on the Plan

Under the provisions of the Bankruptcy Code, not all holders of claims against a debtor are entitled to vote on a chapter 11 plan. As discussed above, the Debtor is soliciting votes to accept or reject the Plan only from holders of Class 2, General Unsecured Claims (the “**Voting Class**”).

Claims in the Voting Class are Impaired under the Plan and holders of such Claims will receive a distribution under the Plan. Accordingly, holders of Claims in the Voting Class have the right to vote to accept or reject the Plan and will be provided with a ballot for voting. The Debtor is not soliciting votes from holders of DIP Claims, Administrative Claims, Priority Tax Claims, and Priority Non-Tax Claims because Claims in those unclassified categories or Classes are not Impaired under the Plan. Holders of Claims and Interests in non-voting classes will not be provided with a ballot because such holders are unimpaired and presumed to accept the Plan under section 1126(f) of the Bankruptcy Code. Such non-voting holders will receive Non-Voting Notices and an Opt-Out Form, as described in more detail in the Solicitation Procedures Order. The table included in “Executive Summary – Overview of the Plan and Distributions under the Plan”, beginning at page 7, provides a summary of the status and voting rights of each unclassified group or Class (and, therefore, of each holder of an Allowed Claim within such Class) under the Plan.

All holders of Claims and Interests in the Voting Classes and non-voting classes will have the right to opt out of the releases granted by holders of claims and interests pursuant to Section 10.4(b) of the Plan. Holders of Claims and Interests in the Voting Class may opt out of such releases by checking the applicable box on the Ballot and returning it before the Voting Deadline according to the requirements for such return. Holders of Claims in non-voting classes may opt

out of such releases by checking the applicable box on the Opt-Out Form and returning it before the Voting Deadline according to the requirements for such return. The Voting Procedures Order sets forth the specific requirements for voting and opting out of releases, and should be reviewed in their entirety by all holders of Claims and Interests.

C. Voting Record Date

The Voting Record Date is [●]. The Voting Record Date is the date as of which it will be determined which holders of Claims and Interests in the Voting Classes are entitled to vote to accept or reject the Plan and whether Claims have been properly assigned or transferred under Bankruptcy Rule 3001(e) such that an assignee can vote as the holder of a Claim.

D. Voting on the Plan

The Voting Deadline is [●] [a.m.]/[p.m.] prevailing Eastern Time on [●], 2026. In order to be counted as votes to accept or reject the Plan, all ballots must be properly executed, completed and delivered (either by using the return envelope provided, by first class mail, overnight courier or personal delivery or via electronic, online transmission) so that they are actually received on or before the Voting Deadline by the Claims and Noticing Agent at the following addresses:

RETURN OF BALLOTS AND OPT-OUT FORMS
<p>Ballots and Opt-Out Forms must be <u>actually received</u> by the Claims and Noticing Agent by the Voting Deadline of [●:●] [a.m.]/[p.m.] prevailing Eastern Time on [●], 202[●] at the following addresses:</p> <p><u>If by First Class Mail, Overnight Courier or Overnight Mail:</u></p> <p style="text-align: center;">First-Class Mail CCA Construction, Inc., Ballot Processing c/o KCC dba Verita 222 N Pacific Coast Highway, Suite 300 El Segundo, CA 90245</p> <p><u>If by online submission:</u></p> <p>Go to the case website (https://www.veritaglobal.net/ccaconstruction), click on “Submit E-Ballot” or “Submit Opt-Out”, as applicable, and follow the instructions to submit your form.</p> <p>If you have any questions on the procedure for voting on the Plan or opting out of the releases provided for therein, please call the Claims and Noticing Agent either by calling Verita at (866) 506-4002 (Domestic) or +1 (781) 575-2094 (International), or emailing Verita at ccainfo@veritaglobal.com with a reference to “CCA Construction, Inc.” in the subject line.</p>

E. The Confirmation Hearing

Section 1128(a) of the Bankruptcy Code requires the Bankruptcy Court, after notice, to hold a hearing to consider confirmation of a chapter 11 plan. Section 1128(b) of the Bankruptcy Code provides that any party in interest may object to confirmation of a plan.

The Confirmation Hearing is scheduled for [●], 2026 at [●] [a.m.][p.m.] (prevailing Eastern Time) before the Honorable Christine M. Gravelle, United States Bankruptcy Judge, in the United States Bankruptcy Court for the District of New Jersey, located at 402 East State Street, Trenton, New Jersey. **The Confirmation Hearing may be adjourned from time to time without further notice except for an announcement of the adjourned date made at the Confirmation Hearing or any adjournment thereof.**

F. Deadline to Object to Confirmation

Objections to confirmation of the Plan must be filed and served on or before [●] p.m. (prevailing Eastern Time) on [●], 2026 in accordance with the notice of the Confirmation Hearing that accompanies this Disclosure Statement. **Unless objections to confirmation of the Plan are timely served and filed, they may not be considered by the Bankruptcy Court.**

G. General Confirmation Requirements

At the Confirmation Hearing, the Bankruptcy Court will determine whether the Plan satisfies the requirements of section 1129 of the Bankruptcy Code, which include, among other things, whether:

- a. The Plan complies with the applicable provisions of the Bankruptcy Code.
- b. The Debtor, as the Plan proponents, has complied with the applicable provisions of the Bankruptcy Code.
- c. The Plan has been proposed in good faith and not by any means forbidden by law.
- d. Any payment made or to be made by the Debtor for services or for costs and expenses in or in connection with the chapter 11 case, or in connection with the Plan and incident to the chapter 11 case, has been approved by, or is subject to the approval of, the Bankruptcy Court as reasonable.
- e. The Debtor, as the Plan proponent, has disclosed the identity and affiliations of any individual proposed to serve, after confirmation of the Plan, as a director of the Debtor, and the appointment to, or continuance in, such office of such individual is consistent with the interests of creditors and with public policies.
- f. The Plan has been accepted by each Impaired Class of Claims or, if rejected by an Impaired Class, the Plan “does not discriminate unfairly” and is “fair and equitable” as to such rejecting Class.
- g. Except to the extent that the holder of a particular Claim has agreed to a different treatment of such Claim, the Plan provides that:

- (A) with respect to a Claim of a kind specified in sections 507(a)(2) or 507(a)(3) of the Bankruptcy Code, on the Effective Date of the Plan, the holder of such Claim will receive on account of such Claim cash equal to the Allowed amount of such Claim;
- (B) with respect to a Class of Claims of a kind specified in sections 507(a)(1), 507(a)(4), 507(a)(5), 507(a)(6), or 507(a)(7) of the Bankruptcy Code, each holder of a Claim of such Class will receive (i) if such Class has accepted the Plan, deferred Cash payments of a value, as of the Effective Date of the Plan, equal to the Allowed amount of such Claim; or (ii) if such Class has not accepted the Plan, cash on the Effective Date of the Plan equal to the Allowed amount of such Claim;
- (C) with respect to a Claim of a kind specified in section 507(a)(8) of the Bankruptcy Code, the holder of such Claim will receive on account of such claim regular installment payments in Cash, over a period not exceeding five years after the date of the order for relief under sections 301, 302, or 303 of the Bankruptcy Code, of a total value, as of the Effective Date of the Plan, equal to the Allowed amount of such Claim.

h. At least one Class of Claims that is Impaired under the Plan has accepted the Plan, determined without including any acceptance of the Plan by any insider.

i. All fees payable under 28 U.S.C. § 1930, as determined by the Bankruptcy Court at the Confirmation Hearing, have been paid or the Plan provides for the payment of all such fees on the Effective Date.

The Debtor believes that the Plan satisfies or will satisfy all of these requirements to the extent they are applicable.

H. Best Interests of Creditors/Liquidation Analysis

Often called the “best interests” test, section 1129(a)(7) of the Bankruptcy Code requires that a bankruptcy court find, as a condition to confirmation, that a chapter 11 plan provides, with respect to each class, that each holder of a claim or an interest in such class either (i) has accepted the plan or (ii) will receive or retain under the plan property of a value, as of the effective date of the plan, that is not less than the amount that such holder would receive or retain if the debtor liquidated on that date under chapter 7 of the Bankruptcy Code. To make these findings, a bankruptcy court must: (i) estimate the cash liquidation proceeds that a chapter 7 trustee would

generate if the debtor's chapter 11 case were converted to a chapter 7 case and the assets of the debtor's estate were liquidated; (ii) determine the liquidation distribution that each non-accepting holder of a claim or an interest would receive from such liquidation proceeds under the priority scheme dictated in chapter 7; and (iii) compare the holder's liquidation distribution to the distribution under the plan that the holder would receive if the plan were confirmed and consummated.

To satisfy the requirements of section 1129(a)(7) of the Bankruptcy Code, the Debtor, together with its retained advisors, prepared the liquidation analysis attached as Exhibit C to this Disclosure Statement (the “**Liquidation Analysis**”). Based upon on the Liquidation Analysis, the Debtor believes that holders of Claims will receive equal or greater value as of the Effective Date than such holders would receive in a hypothetical chapter 7 liquidation and that the Plan therefore satisfies the “best interests” test set forth in section 1129(a)(7) of the Bankruptcy Code.

I. Feasibility

Section 1129(a)(11) of the Bankruptcy Code requires that confirmation of a chapter 11 plan is not likely to be followed by the liquidation or the need for further financial reorganization of the debtor, or any successor to the debtor (unless such liquidation or reorganization is proposed in the plan). For purposes of determining whether the Plan meets this requirement, the Debtor has analyzed its ability to meet its obligations under the Plan. The Debtor anticipates having sufficient cash on hand to make all required payments under the Plan on the Effective Date, and the Purchasing Entity or Reorganized Debtor, as applicable, anticipates having sufficient revenue, available financing and cash on hand to satisfy all Plan obligations arising after the Effective Date. Accordingly, the Debtor believes that the Plan satisfies the feasibility standard of section 1129(a)(11) of the Bankruptcy Code.

J. Acceptance by Impaired Classes

A Class that is not Impaired under a plan is deemed to have accepted the plan and, therefore, solicitation of acceptances with respect to the Class is not required. A Class is “Impaired” unless the plan: (i) leaves unaltered the legal, equitable and contractual rights to which the claim or the interest entitles the holder of the Claim or (ii) cures any default, reinstates the original terms of such obligation, compensates the holder for certain damages or losses, as applicable, and does not otherwise alter the legal, equitable or contractual rights to which such Claim entitles the holder of such Claim.

Pursuant to section 1126(c) of the Bankruptcy Code, and except as otherwise provided in section 1126(e) of the Bankruptcy Code, an Impaired Class of Claims has accepted the Plan if the non-insider holders of at least two-thirds in dollar amount and more than one-half in number of the Allowed Claims that are voted were, in fact, voted to accept the Plan.

Under the Plan, Class 1 (Priority Non-Tax Claims) are Unimpaired and, therefore, are conclusively presumed to have accepted the Plan.

K. Confirmation Without Acceptance of All Impaired Classes

Section 1129(b) of the Bankruptcy Code allows a bankruptcy court to confirm a plan even if all Impaired classes have not accepted the plan, *provided* that the plan has been accepted by at least one Impaired Class of Claims. Pursuant to section 1129(b) of the Bankruptcy Code, notwithstanding an Impaired Class rejection or deemed rejection of a plan, such plan will be confirmed, at the plan proponent's request, in a procedure commonly known as "cramdown," so long as the plan does not "discriminate unfairly" and is "fair and equitable" with respect to each Class of Claims or Interests that is Impaired under, and has not accepted, the plan.

(i) No Unfair Discrimination

This test applies to Classes of Claims or Interests that are of equal priority and are receiving different treatment under a proposed plan. The test does not require that the treatment be the same or equivalent, but that the treatment be "fair." In general, bankruptcy courts consider whether a plan discriminates unfairly in its treatment of Classes of Claims of equal rank (e.g., classes of the same legal character). Bankruptcy courts will take into account a number of factors in determining whether a plan discriminates unfairly. Under certain circumstances, a proposed plan could treat two Classes of unsecured creditors differently without unfairly discriminating against either class.

(ii) Fair and Equitable Test

This test applies to Classes of different priority and status (e.g., secured versus unsecured) and includes the general requirement that no Class of Claims receive more than 100% of the amount of the allowed claims in such Class. As to the dissenting Class, this test sets different standards depending upon the type of claims or interests in such Class:

a. Secured Claims

The condition that a plan be "fair and equitable" to a non-accepting Class of Secured Claims includes the requirements that: (i) the holders of such Secured Claims retain the Liens securing such Claims to the extent of the Allowed amount of the Claims, whether the property subject to the Liens is retained by the debtor or transferred to another Entity under the plan; and (ii) each holder of a Secured Claim in the Class receives deferred cash payments totaling at least the Allowed amount of such Claim with a value, as of the plan effective date, at least equivalent to the value of the secured claimant's interest in the debtor's property subject to the Liens.

b. Unsecured Claims

The condition that a plan be "fair and equitable" to a non-accepting Class of unsecured Claims includes the requirement that either: (i) the plan provides that each holder of a Claim of such Class receive or retain on account of such Claim property of a value, as of the plan effective date, equal to the Allowed amount of such Claim; or (ii) the holder of any Claim or any Interest that is junior to the Claims of such Class will not receive or retain any property under the plan on account of such junior Claim or junior Interest, subject to certain exceptions.

c. Interests

The condition that a plan be “fair and equitable” to a non-accepting Class of Interests, includes the requirements that either: (i) the plan provides that each holder of an Interest in that Class receives or retains under the plan on account of that Interest property of a value, as of the plan effective date, equal to the greater of: (A) the Allowed amount of any fixed liquidation preference to which such holder is entitled; (B) any fixed redemption price to which such holder is entitled; or (C) the value of such Interest; or (ii) if the Class does not receive the amount as required under (i) hereof, no Class of Interests junior to the non-accepting Class may receive a distribution under the plan.

If any Impaired Class of Claims and Interests rejects the Plan or is deemed to reject the Plan, the Debtor will request confirmation of the Plan, as it may be modified from time to time, utilizing the “cramdown” provisions of section 1129(b) of the Bankruptcy Code. The Debtor reserves the right to alter, amend, modify, revoke or withdraw the Plan before confirmation, including to amend or modify the Plan to satisfy the requirements of section 1129(b) of the Bankruptcy Code.

The Debtor submits that if the Debtor needs to “cram down” the Plan pursuant to section 1129(b) of the Bankruptcy Code, the Plan is structured such that it does not “discriminate unfairly” and satisfies the “fair and equitable” requirement. With respect to the unfair discrimination requirement, all Classes under the Plan are provided treatment that is substantially equivalent to the treatment that is provided to other Classes that have equal rank. The Debtor believes that the Plan and the treatment of all Classes of Claims and Interests under the Plan satisfy the foregoing requirements for “cramdown.”

VI.

RISK FACTORS

Holders of Claims should read and consider carefully the risk factors set forth below, as well as the other information set forth in this Disclosure Statement and the documents delivered together herewith, referred to or incorporated by reference herein, before voting to accept or reject the Plan. These risk factors should not be regarded as constituting the only risks present in connection with the Plan and its implementation.

A. General Business and Financial Risk Factor

(i) Satisfaction of Claims after the Effective Date will be made by the Purchasing Entity

The Plan provides that claims first becoming Allowed or due and payable after the Effective Date will be paid by the Plan Administrator using funds of the Purchasing Entity or Reorganized Debtor, as applicable. While the Debtor believes that the Purchasing Entity or Reorganized Debtor, as applicable, will have sufficient funds on hand, including through funds available under the Exit Financing Facility, to satisfy all such claims in full, it is possible that the

Exit Financing Facility will be unavailable or that additional expenses and Administrative Claims are incurred such that the Purchasing Entity or Reorganized Debtor, as applicable, is unable to satisfy all of the Allowed Claims that are required to be paid in full in Cash under the Plan.

B. Certain Bankruptcy Considerations

(i) Delay in confirmation of the Plan and consummation of the sale to the Purchasing Party May Result in Significant Costs

If the Plan is not confirmed in the time frame currently contemplated, the Debtor will incur additional costs and expenses in administering the chapter 11 case and in its ordinary business operations, which could result in the Debtor having insufficient liquidity under the DIP Facility to pay creditors in full as contemplated under the Plan. If this were to occur, the Plan could not go effective and the Debtor would be forced to consider alternative resolutions for the chapter 11 case, which could result in significant reductions to value available for distributions to creditors.

(ii) Risk of Non-Occurrence of the Effective Date

Although the Debtor believes that the Effective Date may occur shortly after the Confirmation Date, there can be no assurance as to such timing, or as to whether the Effective Date will, in fact, occur. If the Effective Date does not occur, the Debtor would be forced to consider alternative resolutions for the chapter 11 case, which could result in significant reductions to value available for distributions to creditors.

(iii) Failure to Satisfy Vote Requirements

If accepting votes are received in number and amount sufficient to enable the Bankruptcy Court to confirm the Plan, the Debtor intends to seek, as promptly as practicable thereafter, confirmation of the Plan. If sufficient accepting votes are not received, the Debtor may seek nonconsensual confirmation in accordance with subsection 1129(b) of the Bankruptcy Code, seek to confirm an alternative chapter 11 plan or convert the case under chapter 7 of the Bankruptcy Code. There can no assurance that the Bankruptcy Court will reach the conclusion that the Plan satisfies the requirements of section 1129(b) of the Bankruptcy Code, or that the terms of any alternative chapter 11 plan or recoveries under a chapter 7 case would be similar or as favorable to holders of Allowed Claims as those proposed in the Plan.

(iv) The Debtor May Not Have Sufficient Liquidity to Confirm the Plan

As of the date hereof, the Debtor contemplates that the Plan will be funded by, among other things, Cash in the Debtor's bank accounts and availability under the DIP Facility. Although the estimated amount of such liquidity is projected to be sufficient to fully satisfy the estimated distribution to holders of the Allowed Claims that are required to be paid in full in Cash under the Plan, it is possible that the DIP Facility may become unavailable and that the Debtor may otherwise have insufficient cash, or that additional expenses and Administrative Claims are incurred such

that the Debtor is unable to satisfy all of the Allowed Claims that are required to be paid in full in Cash under the Plan on the Effective Date. If this were to occur, the Plan could not go effective and the Debtor would be forced to consider alternative resolutions for the chapter 11 case, which could result in significant reductions to value available for distributions to creditors.

(v) The Exit Financing Facility May Not Be Available or the Purchasing Entity May Not Consummate the Plan

The Plan contemplates that the DIP Claims will be satisfied by providing each holder of a DIP Claim its pro rata share of the Exit Financing Facility, which will be an amended, restated and novated version of the DIP Facility. The Debtor believes that the DIP Lender and the DIP Agent will consent to modify the DIP Facility as required in order to allow confirmation and consummation of the Plan, and that the Purchasing Entity and Reorganized Debtor will agree to become responsible for all obligations under the Exit Financing Facility, but such consent is not within the Debtor's control. If the DIP Lender and DIP Agent and the Purchasing Entity and the Reorganized Debtor do not provide the necessary consents and enter into the Exit Financing Facility, the Debtor will not be able to consummate the Plan. If this were to occur, the Plan could not go effective and the Debtor would be forced to consider alternative resolutions for the chapter 11 case, which could result in significant reductions to value available for distributions to creditors.

C. Disclosure Statement Disclaimer

(i) No Representations Made Outside this Disclosure Statement Are Authorized

The information contained in this Disclosure Statement is for purposes of soliciting acceptances of the Plan and may not be relied upon for any other purposes. Except as otherwise provided herein or in the Plan, no representations relating to the Debtor, the chapter 11 case, or the Plan are authorized by the Bankruptcy Court or the Bankruptcy Code. Any representations or inducements made to secure your acceptance or rejection of the Plan that are other than as contained in, or included with, this Disclosure Statement, should not be relied upon by you in arriving at your decision. You should promptly report unauthorized representations or inducements to the counsel to the Debtor, and the U.S. Trustee.

(ii) No Legal or Tax Advice Is Provided to You by This Disclosure Statement

This Disclosure Statement is not legal advice to you. The contents of this Disclosure Statement should not be construed as legal, business or tax advice. Each holder of a Claim should consult his or her own legal counsel and accountant with regard to any legal, tax and other matters concerning his or her Claim. This Disclosure Statement may not be relied upon for any purpose other than to determine how to vote on the Plan or object to confirmation of the Plan.

(iii) No Admissions Are Made by This Disclosure Statement

The information and statements contained in this Disclosure Statement will neither constitute an admission of any fact or liability by any Entity (including the Debtor) nor be deemed evidence of the tax or other legal effects of the Plan on the Debtor, holders of Allowed Claims or any other parties in interest. The vote by a holder of an Allowed Claim for or against the Plan does not constitute a waiver or release of any Claims or rights of the Debtor or the Plan Administrator (or any party in interest, as the case may be) to object to that holder's Allowed Claim, or recover any preferential, fraudulent or other voidable transfer or assets, regardless of whether any Causes of Action of the Debtor is specifically or generally identified herein.

In addition, no reliance should be placed on the fact that a particular litigation Claim or projected objection to a particular Claim is, or is not, identified in this Disclosure Statement. The Debtor or Plan Administrator, as applicable under the Plan, may seek to investigate, file and/or prosecute objections to Claims and may object to Claims after the Confirmation Date or Effective Date irrespective of whether this Disclosure Statement or the Plan Supplement (which is incorporated herein by reference) identifies such Claims or objections to such Claims or Objections thereto.

VII.

CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN

A. Introduction

The following is a discussion of certain U.S. federal income tax consequences arising from the consummation of the Plan to certain Holders (as defined below) of Claims. This discussion is not a complete analysis of all potential U.S. federal income tax consequences arising from the consummation of the Plan and does not address any U.S. state or local or non-U.S. tax consequences or any U.S. federal tax consequences other than income tax consequences. This discussion is based on the U.S. Internal Revenue Code of 1986, as amended (the “**Code**”), U.S. Treasury Regulations promulgated or proposed thereunder and administrative and judicial interpretations thereof, all as in effect on the date hereof, and all of which are subject to change, possibly with retroactive effect, or to different interpretation. No ruling has been or will be sought from the Internal Revenue Service (the “**IRS**”) with respect to any of the U.S. federal income tax consequences discussed below, and no assurance can be given that the IRS will not take a position contrary to any discussion below or that any such contrary position would not be sustained by a court.

This discussion does not address all of the U.S. federal income tax consequences that may be relevant to specific Holders in light of their particular circumstances or to Holders subject to special treatment under U.S. federal income tax law (such as banks, insurance companies, dealers in securities or other Holders that generally mark their securities to market for U.S. federal income tax purposes, tax-exempt entities, retirement plans, regulated investment companies, real estate investment trusts, accrual method U.S. Holders that prepare an “applicable financial statement” (as defined in Section 451 of the Code), Holders that are not “United States persons” (as such term is defined in the Code), certain former citizens or residents of the United States, Holders that hold

their Claims as part of a straddle, hedge, conversion or other integrated transaction or Holders that have a “functional currency” other than the U.S. dollar).

As used in this discussion, the term “**Holder**” means a beneficial owner of a Claim that is entitled to vote on the Plan, which beneficial owner for U.S. federal income tax purposes is (i) an individual who is a citizen or resident of the United States, (ii) a corporation created or organized in or under the laws of the United States, any state thereof or the District of Columbia, (iii) an estate the income of which is subject to U.S. federal income tax regardless of its source or (iv) a trust (x) with respect to which a court within the United States is able to exercise primary supervision over its administration and one or more United States persons have the authority to control all of its substantial decisions or (y) that has in effect a valid election under applicable U.S. Treasury Regulations to be treated as a United States person. This discussion does not address the U.S. federal income tax consequences to Holders (a) whose Claims are unimpaired or otherwise entitled to payment in full under the Plan, or (b) that are deemed to accept or deemed to reject the Plan.

If an entity treated as a partnership for U.S. federal income tax purposes holds a Claim, the U.S. federal income tax consequences arising from the consummation of the Plan will depend in part upon the status and activities of such entity and the particular partner. Any such entity should consult its own tax advisor regarding the U.S. federal income tax consequences arising from the consummation of the Plan applicable to it and its partners.

The following discussion assumes that an instrument denominated as debt will be treated as such for U.S. federal income tax purposes.

The following discussion does not address the tax consequences of the receipt by a Holder or any other Person of any consideration other than as described in Sections 4.3, 4.4 and 4.5 of the Plan, any transaction undertaken by a Holder other than in its capacity as such Holder or to any Holder to the extent it is acting as a Purchaser. The following discussion also assumes that there will be no adjustments to the amount of Cash, other non-Cash property, or beneficial interests in the Liquidating Trust received by the Holders following the Effective Date as a result of the Intercreditor Agreement.

THE FOLLOWING DISCUSSION IS FOR INFORMATION PURPOSES ONLY AND IS NOT A SUBSTITUTE FOR CAREFUL TAX PLANNING AND ADVICE BASED ON THE PARTICULAR CIRCUMSTANCES OF EACH HOLDER OF A CLAIM. EACH HOLDER OF A CLAIM IS URGED TO CONSULT ITS OWN TAX ADVISORS AS TO THE U.S. FEDERAL INCOME TAX CONSEQUENCES, AS WELL AS OTHER TAX CONSEQUENCES, INCLUDING UNDER ANY APPLICABLE STATE, LOCAL AND FOREIGN LAW, OF THE CONSUMMATION OF THE PLAN TO SUCH HOLDER, INCLUDING ANY CONSEQUENCES RESULTING FROM THE APPLICATION OF THE TURNOVER PROVISIONS IN THE INTERCREDITOR AGREEMENT.

B. Certain U.S. Federal Income Tax Consequences of the Plan to Holders of Allowed General Unsecured Claims

(i) A U.S. Holder of Allowed General Unsecured Claims that receives Cash will be treated as receiving payment in a taxable exchange under section 1001 of the Code. Other than with respect to any amounts received that are attributable to accrued but untaxed interest (or original issue discount), each U.S. Holder of such Claims should recognize gain or loss equal to the difference between the (a) sum of the Cash received in exchange for the Claim, and (b) such U.S. Holder's adjusted basis, if any, in such Claim. A U.S. Holder's ability to deduct any loss recognized on the exchange of its Claims will depend on such U.S. Holder's own circumstances and may be restricted under the Code.

HOLDERS SHOULD CONSULT THEIR OWN TAX ADVISORS CONCERNING THE RECOGNITION OF GAIN OR LOSS, FOR FEDERAL INCOME TAX PURPOSES, ON THE SATISFACTION OF THEIR CLAIMS.

(ii) Accrued Interest and OID. A portion of the payment received by Holders of Allowed Claims may be attributable to accrued interest or original issue discount ("OID") on such Claims. Such amount should be taxable to that U.S. Holder as interest income if such accrued interest or OID has not been previously included in the Holder's gross income for United States federal income tax purposes. Conversely, U.S. Holders of Claims may be able to recognize a deductible loss to the extent any accrued interest or OID on the Claims was previously included in the U.S. Holder's gross income but was not paid in full by the Debtors.

If the payment does not fully satisfy all principal and interest or OID on Allowed Claims, the extent to which payment will be attributable to accrued interest or OID is unclear. Under the Plan, the aggregate consideration to be distributed to Holders of Allowed General Unsecured Claims will be allocated first to the principal amount of Allowed Claims, with any excess allocated to unpaid interest or OID that accrued on such Claims, if any. Certain legislative history indicates that an allocation of consideration as between principal and interest provided in a chapter 11 plan is binding for United States federal income tax purposes, while certain Treasury Regulations generally treat payments as allocated first to any accrued but unpaid interest or OID and then as a payment of principal. The IRS could take the position that the payment received by the U.S. Holder should be allocated in some way other than as provided in the Plan. **HOLDERS SHOULD CONSULT THEIR OWN TAX ADVISORS CONCERNING THE ALLOCATION OF CONSIDERATION RECEIVED IN SATISFACTION OF THEIR CLAIMS AND THE FEDERAL INCOME TAX TREATMENT OF ACCRUED INTEREST**

(iii) Information Reporting and Backup Withholding

Information reporting generally will apply to payments to a Holder pursuant to the Plan, unless such Holder is an entity that is exempt from information reporting and, when required,

demonstrates this fact. Any such payment to a Holder that is subject to information reporting generally will also be subject to backup withholding, unless such Holder provides the appropriate documentation (generally, IRS Form W-9) to the applicable withholding agent certifying that, among other things, its taxpayer identification number is correct, or otherwise establishes an exemption.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules generally will be allowed as a refund or a credit against a Holder's U.S. federal income tax liability if the required information is furnished by such Holder on a timely basis to the IRS.

Treasury regulations generally require disclosure by a taxpayer of its U.S. federal income tax return of certain types of transactions in which the taxpayer participated, including, among other types of transactions, certain transactions that result in the taxpayer's claiming a loss in excess of certain thresholds. You are urged to consult your own tax advisor regarding these regulations and whether the contemplated transactions under the Plan would be subject to these regulations and require disclosure on your tax return.

THE U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN ARE COMPLEX. THE FOREGOING SUMMARY DOES NOT DISCUSS ALL ASPECTS OF U.S. FEDERAL INCOME TAXATION THAT MAY BE RELEVANT TO A PARTICULAR HOLDER OF A CLAIM OR INTEREST IN LIGHT OF SUCH HOLDER'S CIRCUMSTANCES AND INCOME TAX SITUATION. ALL HOLDERS OF CLAIMS OR INTERESTS SHOULD CONSULT WITH THEIR TAX ADVISORS AS TO THE PARTICULAR TAX CONSEQUENCES TO THEM OF THE TRANSACTIONS CONTEMPLATED BY THE PLAN, INCLUDING THE APPLICABILITY AND EFFECT OF ANY STATE, LOCAL OR FOREIGN TAX LAWS, AND OF ANY CHANGE IN APPLICABLE TAX LAWS.

[The remainder of this page is left blank intentionally.]

VIII.

RECOMMENDATION

The Debtor submits that the Plan is preferable to the alternatives described in this Disclosure Statement because it provides for a larger recovery for the Debtor's holders of Allowed Claims than such holders would otherwise receive or retain in liquidation under chapter 7 of the Bankruptcy Code. In addition, any alternative other than confirmation of the Plan could result in extensive delays and increased Administrative Claims, resulting in reduced recoveries to holders of Allowed Claims than those proposed under the Plan. Accordingly, the Debtor strongly recommends that holders of Claims entitled to vote on the Plan vote to accept the Plan.

Dated: December 30, 2025
Morristown, NJ

Respectfully submitted,

CCA Construction, Inc.

By: /s/ Yan Wei
Name: Yan Wei
Title: Chairman and CEO

Exhibit A
Plan

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

In re:

CCA Construction, Inc.,¹

Debtor.

Chapter 11

Case No. 24-22548 (CMG)

CHAPTER 11 PLAN OF CCA CONSTRUCTION, INC.

DEBEVOISE & PLIMPTON LLP

M. Natasha Labovitz (admitted *pro hac vice*)
Erica S. Weisgerber (admitted *pro hac vice*)
Elie J. Worenklein
Rory B. Heller (admitted *pro hac vice*)
66 Hudson Boulevard
New York, NY 10001
Telephone: (212) 909-6000
Facsimile: (212) 909-6836
nlabovitz@debevoise.com
eweisgerber@debevoise.com
eworenklein@debevoise.com
rbheller@debevoise.com

COLE SCHOTZ P.C.

Michael D. Sirota
Warren A. Usatine
Felice R. Yudkin
Ryan T. Jareck
Court Plaza North, 25 Main Street
Hackensack, NJ 07601
Telephone: (201) 489-3000
Facsimile: (201) 489-1536
msirota@coleschotz.com
wusatine@coleschotz.com
fyudkin@coleschotz.com
rjareck@coleschotz.com

Counsel to the Debtor and Debtor in Possession

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.

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I. DEFINITIONS AND INTERPRETATION.....	1
A. Definitions.....	1
B. Interpretation; Application of Definitions and Rules of Construction.	7
ARTICLE II. UNCLASSIFIED CLAIMS	8
2.1 Administrative Claims.....	8
2.2 Professional Fees.....	9
2.3 Priority Tax Claims.....	10
2.4 U.S. Trustee Fees.....	10
2.5 DIP Claims.	10
ARTICLE III. CLASSIFICATION OF CLAIMS AND INTERESTS	10
3.1 Classification in General.	10
3.2 Classification of Claims and Interests.....	11
3.3 Elimination of Vacant Classes.	11
3.4 Deemed Acceptance by Non-Voting Classes.....	11
3.5 Confirmation Pursuant to Section 1129(b) of the Bankruptcy Code	11
ARTICLE IV. TREATMENT OF CLAIMS AND INTERESTS	11
4.1 Priority Non-Tax Claims (Class 1).....	11
4.2 General Unsecured Claims (Class 2).....	12
4.3 Interests (Class 3).	12
ARTICLE V. MEANS FOR IMPLEMENTATION	12
5.1 Plan Administrator.	12
5.2 Implementation.....	13
5.3 Corporate Governance.....	14
5.4 Compromise of Controversies.....	14
5.5 Effectuating Documents; Further Transactions.....	14
5.6 Access to Debtor's Books and Records after the Effective Date.	15
ARTICLE VI. DISTRIBUTIONS	15
6.1 Distributions.	15
6.2 Allocation of Plan Distributions Between Principal and Interest.....	15
6.3 No Postpetition Interest on Claims.....	15
6.4 Date of Distributions.	16
6.5 Distribution Record Date.....	16
6.6 Delivery of Distributions.....	16
6.7 Manner of Payment Under Plan.	17
6.8 Unclaimed Property.....	17
6.9 De Minimis Distributions.....	17
6.10 Setoffs and Recoupments.	17

TABLE OF CONTENTS
(continued)

	Page
6.11 Withholding and Reporting Requirements.....	17
6.12 Claims Paid or Payable by Third Parties.....	18
ARTICLE VII. PROCEDURES FOR RESOLVING CLAIMS.....	18
7.1 Objections to Claims and Settlements; Treatment of Disputed Claims.....	18
7.2 Preservation of Causes of Action.....	19
ARTICLE VIII. EXECUTORY CONTRACTS AND UNEXPIRED LEASES.....	20
8.1 General Treatment.....	20
8.2 Claims Based on Rejection of Executory Contracts or Unexpired Leases.....	20
8.3 Cure of Defaults for Assumed Executory Contracts and Unexpired Leases.....	20
8.4 Reservation of Rights.....	21
8.5 Postpetition Contracts and Leases.....	21
ARTICLE IX. CONDITIONS PRECEDENT TO CONSUMMATION OF THE PLAN	21
9.1 Conditions Precedent to Confirmation.....	21
9.2 Conditions Precedent to the Effective Date.....	21
9.3 Waiver of Conditions Precedent and Bankruptcy Rule 3020(e) Automatic Stay.....	22
9.4 Effect of Failure of Conditions.....	22
ARTICLE X. EFFECT OF CONFIRMATION	22
10.1 Binding Effect	22
10.2 Vesting and Transfer of Assets	23
10.3 Term of Pre-Confirmation Injunctions or Stays.....	23
10.4 Releases.....	23
10.5 Exculpation and Limitation of Liability.....	25
10.6 Injunction.....	26
10.7 Reservation of Rights	27
ARTICLE XI. RETENTION OF JURISDICTION.....	27
ARTICLE XII. MISCELLANEOUS PROVISIONS	29
12.1 Exemption from Certain Transfer Taxes.....	29
12.2 Substantial Consummation.....	29
12.3 Amendments.....	29
12.4 Revocation or Withdrawal of the Plan	30
12.5 Severability.....	30
12.6 Additional Documents.....	30
12.7 Governing Law.....	30
12.8 Successors and Assigns	31
12.9 Notices.....	31
12.10 Reservation of Rights	32

TABLE OF CONTENTS
(continued)

	Page
12.11 Waiver or Estoppel.....	32
12.12 Entire Agreement	32

INTRODUCTION

CCA Construction, Inc. (“CCA”), the Debtor in the above-captioned case, proposes the following chapter 11 plan pursuant to section 1121(a) of the Bankruptcy Code. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in Article 1.A hereof.

Under section 1125(b) of the Bankruptcy Code, a vote to accept or reject the Plan cannot be solicited from a holder of a Claim or Interest until a disclosure statement has been approved by the Bankruptcy Court and distributed to holders of Claims and Interests. Holders of Claims and Interests should refer to the Disclosure Statement for a discussion of the Debtor’s history, business, assets, financial information and events during this chapter 11 case, as well as a summary and description of the Plan. Before voting to accept or reject the Plan, holders of Claims entitled to vote on the Plan are encouraged to read carefully the Plan, the Disclosure Statement, and their respective exhibits and schedules in their entirety. These are the only materials approved for use in soliciting acceptances or rejections of the Plan.

ARTICLE I.

DEFINITIONS AND INTERPRETATION

A. Definitions.

As used in this Plan, except as expressly provided otherwise or unless the context requires otherwise, capitalized terms have the meanings set forth in this Article I (such meanings applicable to the singular and plural) and any term used in the Plan that is not defined herein, but is defined in the Bankruptcy Code or the Bankruptcy Rules, shall have the meaning ascribed to that term in the Bankruptcy Code or the Bankruptcy Rules:

1.1 “*Administrative Claim*” means a Claim for a cost or expense of administration of this chapter 11 case under sections 503(b) (including Claims arising under section 503(b)(9)), 507(a)(2), 507(b), or 1114(e)(2) of the Bankruptcy Code, including: (a) any actual and necessary cost and expense of preserving the estate or operating the Debtor’s business incurred after the Petition Date and through the Effective Date; (b) any Allowed compensation for services rendered, and Allowed reimbursement of expenses incurred, by a Professional or otherwise Allowed pursuant to section 503(b) of the Bankruptcy Code; and (c) all U.S. Trustee Fees.

1.2 “*Administrative Claims Bar Date*” means the first Business Day that is 30 days after the Effective Date, except that the Administrative Claims Bar Date for Administrative Claims pursuant to section 503(b)(9) of the Bankruptcy Code shall be the deadline set forth in the Bar Date Order.

1.3 “*Affiliate*” means with respect to any Entity, all Entities that would fall within the definition assigned to such term in section 101(2) of the Bankruptcy Code if such Entity were a debtor in a case under the Bankruptcy Code.

1.4 “*Allowed*” means, with respect to Claims against the Debtor, any Claim: (a) that has been listed by the Debtor in the schedules of assets and liabilities liquidated in amount and not listed as disputed or contingent and for which no proof of claim has been filed; (b) for which a valid proof of claim has been filed and (i) as to which the deadline for objecting or seeking estimation has passed, and no objection or request for estimation has been filed or (ii) as to which any objection or request for estimation that has been filed has been settled, withdrawn, or denied by a Final Order; or (c) that is allowed pursuant to (i) a Final Order, (ii) an agreement by the holder of such Claim and the Debtor or the Purchasing Entity, or (iii) the Plan. If a Claim is “*Allowed*” only in part, references to “*Allowed Claims*” include and are limited to the portion of such Claim that is *Allowed*.

1.5 “*Bankruptcy Code*” means title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as amended from time to time.

1.6 “*Bankruptcy Court*” means the United States Bankruptcy Court for the District of New Jersey, or any other court having jurisdiction over this chapter 11 case or any proceeding within, or appeal of an order entered in, this chapter 11 case.

1.7 “*Bankruptcy Rules*” means the Federal Rules of Bankruptcy Procedure and, where applicable, the local rules of the Bankruptcy Court as applicable to this chapter 11 case.

1.8 “*Bar Date Order*” means the *Order (I) Setting Bar Dates for Submitting Proofs of Claim, Including Requests for Payment Under Section 503(b)(9), (II) Establishing Amended Schedules Bar Date and Rejection Damages Bar Date, (III) Approving the Form, Manner, and Procedures for Filing Proofs of Claim, (IV) Approving Notice Thereof, and (V) Granting Related Relief* [Docket No. 388].

1.9 “*Bill of Sale*” means that certain agreement by and between the Debtor and the Purchasing Entity, substantially in the form contained in the Plan Supplement, which documents the sale of the Debtor’s assets to the Purchasing Entity.

1.10 “*Business Day*” means any day other than a Saturday, Sunday, or a “legal holiday,” as defined in Bankruptcy Rule 9006(a).

1.11 “*Cash*” means the legal currency of the United States of America or the equivalents thereof.

1.12 “*Cause of Action*” means any action, claim, cause of action, controversy, demand, right, action, lien, indemnity, guaranty, suit, obligation, liability, damage, judgment, account, defense, offset, power, privilege, license, and franchise of any kind or character whatsoever, whether known or unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, whether arising before, on, or after the Petition Date, in contract or in tort, in law, or in equity or pursuant to any other theory of law, including claims, causes of action, objections, rights and remedies arising under chapter 5 of the Bankruptcy Code.

1.13 “*Claim*” means any “claim” against the Debtor as such term is defined in section 101(5) of the Bankruptcy Code.

1.14 “*Class*” means each category of Claims or Interests established under Article III of the Plan pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code.

1.15 “*Confirmation Date*” means the date on which the Clerk of the Bankruptcy Court enters the Confirmation Order on the docket of this chapter 11 case.

1.16 “*Confirmation Hearing*” means the hearing to be held before the Bankruptcy Court to confirm the Plan, as such hearing may be adjourned or continued from time to time.

1.17 “*Confirmation Order*” means the order of the Bankruptcy Court approving the Disclosure Statement as providing adequate information pursuant to section 1125(a) of the Bankruptcy Code on a final basis and confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

1.18 “*Debtor*” means CCA Construction, Inc.

1.19 “*DIP Agent*” means CSCEC Holding Company, Inc., solely in its capacity as agent under the DIP Credit Agreement, and its successors in such capacities.

1.20 “*DIP Claim*” means any Claim arising under or related to the DIP Credit Agreement or the DIP Order.

1.21 “*DIP Credit Agreement*” means that certain Debtor-in-Possession Credit Agreement, dated December 23, 2024 by and among the Debtor, the DIP Lenders, and the DIP Agent, and all exhibits, amendments, and supplement thereto.

1.22 “*DIP Lenders*” means CSCEC Holding Company, Inc., solely in its capacity as lender under the DIP Loan Documents (as defined in the DIP Credit Agreement), and each of its respective successors and permitted assigns.

1.23 “*DIP Order*” means the *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* entered by the Bankruptcy Court on February 18, 2025 [Docket No. 174].

1.24 “*Disclosure Statement*” means the disclosure statement that relates to the Plan (including all exhibits and schedules annexed thereto or referred to therein), as may be amended, modified, or supplemented from time to time, and as approved by order of the Bankruptcy Court.

1.25 “*Disputed Claim*” means any Claim that is not an Allowed Claim and has not yet been disallowed by Final Order. For the avoidance of doubt, any Claim, in whole or in part, that is subject to a pending objection or request for estimation shall be considered a Disputed Claim until that objection or request for estimation has been resolved by a Final Order.

1.26 “*Distribution Record Date*” means, with respect to all Classes, the Confirmation Date or such other date as shall be established by the Bankruptcy Court in (a) the Confirmation Order or (b) upon request of the Debtor, a separate order of the Bankruptcy Court.

1.27 “*Effective Date*” means the date of substantial consummation of the Plan as defined in section 1101 of the Bankruptcy Code.

1.28 “*Exculpated Parties*” means each of the following in their capacity as such: (i) the Debtor, (ii) the DIP Agent, (iii) the DIP Lender, and (iv) all officers, directors, employees, agents, attorneys, financial advisors, investment bankers, consultants, and other professionals of the foregoing, to the extent such parties are or were acting in such capacity between the Petition Date and the Effective Date.

1.29 “*Exit Financing Facility*” means the DIP Credit Agreement (as may be amended, restated, amended and restated, supplemented, or modified) which will be amended and restated effective as of the Effective Date such that the aggregate principal amount of the Exit Financing Facility will be equal to the DIP Obligations (as defined in the DIP Credit Agreement) outstanding on the Effective Date, the borrowers under such facility will be the Reorganized Debtor and the Purchasing Entity, or such other terms as may be set forth in the Plan Supplement.

1.30 “*Exit Financing Facility Documents*” means, collectively, the Exit Financing Facility and each other agreement, certificate, document or instrument executed and/or delivered in connection therewith, whether or not specifically mentioned herein or therein, as the same may be modified, amended, restated, amended and restated, supplemented or replaced from time to time.

1.31 “*Final Order*” means an order or judgment entered by the Bankruptcy Court or other court of competent jurisdiction: (a) that has not been reversed, stayed, modified, amended, or revoked, and as to which (i) any right to appeal or seek leave to appeal, certiorari, review, reargument, stay, or rehearing has been waived or (ii) the time to appeal or seek leave to appeal, certiorari, review, reargument, stay, or rehearing has expired and no appeal, motion for leave to appeal, or petition for certiorari, review, reargument, stay, or rehearing is pending; or (b) as to which an appeal has been taken, a motion for leave to appeal, or petition for certiorari, review, reargument, stay, or rehearing has been filed and (i) such appeal, motion for leave to appeal or petition for certiorari, review, reargument, stay, or rehearing has been resolved by the highest court to which the order or judgment was appealed or from which leave to appeal, certiorari, review, reargument, stay, or rehearing was sought and (ii) the time to appeal (in the event leave is granted), appeal further or seek leave to appeal, certiorari, further review, reargument, stay, or rehearing has expired and no such appeal, motion for leave to appeal, or petition for certiorari, further review, reargument, stay, or rehearing is pending; *provided, however,* that no order or judgment shall fail to be a “Final Order” solely because of the possibility that a motion pursuant to sections 502(j) or 1144 of the Bankruptcy Code, Rules 59 or 60 of the Federal Rules of Civil Procedure, or Bankruptcy Rules 9023 and 9024 may be filed with respect to such order or judgment.

1.32 “*General Unsecured Claim*” means any Claim against the Debtor, unless such Claim is (a) an Administrative Claim, (b) a Priority Tax Claim, (c) a Priority Non-Tax Claim, or (d) a DIP Claim.

1.33 “*Impaired*” means, with respect to a Class, a Class that is impaired within the meaning of section 1124 of the Bankruptcy Code.

1.34 “*Interest*” means any “equity security” as defined in section 101(16) of the Bankruptcy Code, share of common stock, preferred stock or other instrument evidencing an ownership interest in the Debtor, whether or not transferable, and any option, warrant or other right, contractual or otherwise, to acquire any such interest in the Debtor that existed before the Effective Date, and any Claim or Cause of Action related to the purchase of interests subject to subordination pursuant to section 510(b) of the Bankruptcy Code.

1.35 “*Petition Date*” means December 22, 2024, the date on which the Debtor filed this chapter 11 case.

1.36 “*Plan*” means this chapter 11 plan proposed by the Debtor, including the exhibits and schedules hereto, as may be amended, supplemented, or modified from time to time in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the terms hereof.

1.37 “*Plan Administrator*” means, from and after the Effective Date, the Reorganized Debtor.

1.38 “*Plan Documents*” means, collectively, all documents to be executed, delivered or performed in connection with the consummation of the Plan, including the Plan, the Plan Supplement, the Disclosure Statement, the Confirmation Order, the Bill of Sale and the Exit Financing Facility Documents.

1.39 “*Plan Supplement*” means the compilation of documents (or forms or summary of material terms thereof), schedules, and exhibits to the Plan (as may be amended, modified or supplemented from time to time in accordance with the terms hereof and in accordance with the Bankruptcy Code and the Bankruptcy Rules) to be filed with the Bankruptcy Court no later than 14 days before the Confirmation Hearing or such later date as the Bankruptcy Court may approve, including: (a) the Schedule of Rejected Contracts and Leases; (b) the Bill of Sale, (c) the terms of the Exit Facility and (d) the Purchased Asset Allocation.

1.40 “*Priority Non-Tax Claim*” means any Claim, other than an Administrative Claim or a Priority Tax Claim, entitled to priority in payment under section 507(a) of the Bankruptcy Code.

1.41 “*Priority Tax Claim*” means any Claim of a governmental unit (as defined in section 101(27) of the Bankruptcy Code) entitled to priority in payment under sections 502(i) and 507(a)(8) of the Bankruptcy Code.

1.42 “*Professional*” means any Entity (a) employed in this chapter 11 case pursuant to sections 327 or 328 of the Bankruptcy Code, or (b) seeking or awarded compensation or reimbursement of expenses in connection with this chapter 11 case pursuant to section 503(b)(4) of the Bankruptcy Code.

1.43 “*Purchased Asset Allocation*” shall have the meaning set forth in Section 5.2(a) hereof.

1.44 “*Purchasing Entity*” means an Entity wholly owned by CSCEC Holding Company, Inc. which shall be, as of and following the Effective Date, the owner of certain of the Debtor’s assets (as shall be set forth in more detail in the Plan Supplement) pursuant to the Bill of Sale, the Confirmation Order, and the provisions of this Plan.

1.45 “*Released Parties*” means each of the following in their capacity as such: (i) the Debtor; (ii) the Reorganized Debtor; (iii) the Purchasing Entity; (iv) the DIP Agent, (v) the DIP Lender, and (vi) with respect to each of the foregoing Entities in clauses (i) through (v), their respective current and former officers, directors, employees, attorneys, assigns, assignees, heirs, executors, estates, administrators, entities in which they have a controlling interest, partnerships, partners, members, trustees, trusts, immediate family members, accountants, financial advisors, investment bankers, consultants and other professionals, each in its capacity as such; *provided that*, notwithstanding anything in the foregoing, any Person or Entity that is entitled to vote on the Plan and (a) votes to accept the Plan and opts out of the releases in the Plan by checking the box on the applicable ballot or form indicating that they elect to opt out of granting such releases in the Plan submitted on or before the Voting Deadline or (b) votes to reject the Plan or abstains from voting on the Plan and, in each case, opts out of the releases provided by the Plan by checking the box on the applicable ballot or form indicating that they elect to opt out of granting such releases in the Plan submitted on or before the Voting Deadline or (c) is deemed to accept the Plan and opts out of the releases by checking the box on the applicable form, shall not be a Released Party.

1.46 “*Releasing Parties*” means each of the following in their capacity as such: (i) the Released Parties (other than the Debtor and the Reorganized Debtor), (ii) all holders of Claims or Interests that vote to accept the Plan, (iii) all holders of Claims or Interests that are entitled to vote on the Plan who either (a) abstain from voting or (b) vote to reject the Plan and, in each case, do not opt out of the third party releases provided for in Article 10.4(b) by not checking the box on the applicable ballot or form indicating that they elect to opt out of granting such releases in the Plan submitted on or before the Voting Deadline, (iv) all holders of Claims or Interests that are deemed to accept or deemed to reject the Plan and do not opt out of the third party releases provided for in Article 10.4(b) by not checking the box on the applicable form indicating that they elect to opt out of granting such releases in the Plan submitted on or before the Voting Deadline; and (v) with respect to each of the foregoing Entities in clauses (i), (ii), (iii) and (iv), such Entity and its current and former Affiliates, and such Entities’ and their current and former Affiliates’ current and former directors, managers, officers, predecessors, successors, and assigns, subsidiaries, and each of their respective current and former equity holders, officers, directors, managers, principals, members, employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, managed accounts or funds, management companies, fund advisors, investment bankers, consultants, representatives, and other professionals, each in its capacity as such; *provided, however*, that the Entities identified in part (v) shall be Releasing Parties only to the extent the corresponding Entities in parts (i), (ii), (iii) and (iv), are legally able

to bind such Entities in part (v) to the releases contained in the Plan under applicable non-bankruptcy law.

1.47 “*Reorganized Debtor*” means the Debtor, as reorganized on the Effective Date, in accordance with the terms of this Plan of Reorganization.

1.48 “*Schedule of Rejected Contracts and Leases*” means the schedule of certain executory contracts and unexpired leases to be rejected by the Debtor pursuant to the Plan, a copy of which shall be included in the Plan Supplement.

1.49 “*Settlement Agreement*” means the agreement made and entered into as of December 2, 2025 by and among the Debtor, CSCEC Holding Company, Inc., CCA Bahamas, Ltd., CSCEC (Bahamas), Ltd., and BML Properties, Ltd.

1.50 “*Settlement Order*” means 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].

1.51 “*Solicitation Procedures Order*” means the *Order (I) Approving the Disclosure Statement on an Interim Basis; (II) Scheduling a Combined Hearing on Final Approval of the Disclosure Statement and Plan Confirmation and Deadlines Related Thereto; (III) Approving the Solicitation, Notice, and Tabulation Procedures and the Forms Related Thereto; and (IV) Granting Related Relief* [Docket No. •].

1.52 “*Unimpaired*” means, with respect to any Claim or Interest, or a Class of Claims or Interests, “unimpaired” within the meaning of section 1124 of the Bankruptcy Code.

1.53 “*U.S. Trustee Fees*” means fees arising under 28 U.S.C. § 1930(a)(6) and, to the extent applicable, accrued interest thereon arising under 31 U.S.C. § 3717.

1.54 “*Voting Deadline*” means [____], 2026, at [4]:00 p.m. (prevailing Eastern time), or such later date and time as may be determined by the Debtor or as otherwise determined by Bankruptcy Court.

B. Interpretation; Application of Definitions and Rules of Construction.

For purposes of the Plan and unless otherwise specified herein: (i) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, feminine and the neuter gender; (ii) any reference herein to a contract, lease, instrument, release, indenture or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; (iii) any reference herein to an existing document or exhibit having been filed or to be filed shall mean that document or exhibit, as it may thereafter be amended, modified or supplemented; (iv) unless otherwise specified, all references herein to “Articles” or “Sections” are references to Articles or Sections, as applicable, hereof or hereto; (v) unless otherwise stated, the words “herein,” “hereof” and “hereto” refer to the Plan in its entirety

rather than to a particular portion of the Plan; (vi) captions and headings to Articles and Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation hereof; (vii) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; (viii) any immaterial effectuating provisions may be interpreted by the Debtor in a manner that is consistent with the overall purpose and intent of the Plan all without further Bankruptcy Court order; (ix) any reference to an Entity as a holder of a Claim includes that Entity's permitted successors and assigns; (x) to the extent that any schedule, exhibit, or supplement to the Plan is inconsistent with the terms of the Plan, and unless otherwise provided herein or in the Confirmation Order, the terms of the schedule, exhibit, or supplement shall govern; (xi) to the extent that the Confirmation Order is inconsistent with the Plan or any schedule, exhibit, or supplement to the Plan, the provisions of the Confirmation Order shall govern; (xii) to the extent that the Disclosure Statement is inconsistent with the terms of the Plan, the terms of the Plan shall govern; (xiii) in computing any period of time prescribed or allowed by the Plan, the provisions of Bankruptcy Rule 9006(a) shall apply; (xiv) if the date on which a transaction may occur pursuant to the Plan shall occur on a day that is not a Business Day, then such transaction shall instead occur on the next succeeding Business Day; (xv) the references in the Plan to monetary figures shall refer to currency of the United States of America; and (xvi) all references to statutes, regulations, orders, rules of courts, and the like shall mean as amended from time to time, as applicable to this chapter 11 case, unless otherwise stated.

ARTICLE II.

UNCLASSIFIED CLAIMS

In accordance with section 1123(a)(1) of the Bankruptcy Code, DIP Claims, Administrative Claims, Priority Tax Claims, and U.S. Trustee Fees have not been classified for purposes of voting or receiving distributions. Rather, all such Claims are treated separately as unclassified Claims as set forth in this Article II, and the holders thereof are not entitled to vote on the Plan.

2.1 *Administrative Claims.*

(a) Filing Administrative Claims. The holder of an Administrative Claim, other than (i) an Administrative Claim for Professional fees and expenses covered by Section 2.2, (ii) an Administrative Claim of a governmental unit under section 503(b)(1)(D) of the Bankruptcy Code, (iii) timely filed and Allowed Claims arising under section 503(b)(9) of the Bankruptcy Code, or (iv) an Administrative Claim that has been Allowed as such on or before the Administrative Claim Bar Date, must file and serve on the Plan Administrator a request for payment of such Administrative Claim so that it is received no later than the Administrative Claim Bar Date pursuant to the procedures specified in the Confirmation Order and the notice of the Effective Date. **Holders required to file and serve, who fail to file and serve, a request for payment of Administrative Claims by the Administrative Claim Bar Date shall be forever barred, estopped, and enjoined from asserting such Administrative Claims against the Debtor and its property, and such Administrative Claims shall be deemed discharged as of the Effective Date.** All such Claims shall, as of the Effective Date, be subject to the permanent injunction set forth in Section 10.5 hereof. Nothing in the Plan alters, extends, or modifies the

bar date for filing Claims arising under section 503(b)(9) of the Bankruptcy Code, as established pursuant to the Bar Date Order.

(b) Allowance of Administrative Claims. An Administrative Claim, with respect to which a request for payment has been properly and timely filed pursuant to Section 2.1(a), shall become an Allowed Administrative Claim if no objection to such request is filed with the Bankruptcy Court and served on the Plan Administrator and the requesting party on or before the 120th day after the Effective Date, as the same may be modified or extended by order of the Bankruptcy Court. If an objection is timely filed, the Administrative Claim shall become an Allowed Administrative Claim only to the extent allowed by Final Order or as such Claim is settled, compromised, or otherwise resolved pursuant to Article VII of the Plan.

(c) Treatment of Administrative Claims. Except to the extent that the holder of an Allowed Administrative Claim agrees to a less favorable treatment, and except as provided in Section 2.2, each holder of an Allowed Administrative Claim against the Debtor shall receive, in full and final satisfaction, settlement, release, and discharge of such Claim, Cash equal to the unpaid amount of such Allowed Administrative Claim on the latest of: (i) the Effective Date; (ii) 30 days after the date on which such Administrative Claim becomes Allowed; or (iii) the date on which such Administrative Claim becomes due and payable in the ordinary course of the Debtor's business in accordance with the terms and conditions of any transaction or agreement relating to such Allowed Administrative Claim; *provided, however,* that notwithstanding anything herein to the contrary, the Plan Administrator shall be authorized to pay Allowed Administrative Claims that arise in the ordinary course of the Debtor's business, in full, in the ordinary course of business in accordance with the terms and subject to the conditions of any agreements governing, instruments evidencing, or other documents relating to, such transactions, post-confirmation.

2.2 *Professional Fees.*

(a) Final Fee Applications. Each Professional asserting an Administrative Claim for compensation for services rendered and expenses incurred in connection with this chapter 11 case before the Effective Date shall: (i) file with the Bankruptcy Court, and serve on the Plan Administrator an application for allowance of such Administrative Claim on or before the 45th day following the Effective Date, and (ii) after notice and a hearing in accordance with the procedures established by the Bankruptcy Code and Bankruptcy Rules and any prior orders of the Bankruptcy Court in this chapter 11 case, be paid in full, in Cash, in such amounts as are Allowed by a Final Order.

(b) Ordinary Course Professional Fees and Expenses. The immediately preceding paragraph shall not affect any Entity that has been retained pursuant to, and is owed compensation established within the limits of, the *Order Authorizing the Debtor to Employ and Compensate Professionals Utilized in the Ordinary Course of Business* [Docket No. 192].

(c) Termination of Professionals. On the Effective Date, the engagement of each Professional retained by the Debtor shall be terminated without further order of the Bankruptcy Court or act of the parties; provided, however, such Professionals shall be entitled to prosecute their respective claims for professional fees and the Plan Administrator shall be

responsible for causing the Purchasing Entity to pay the fees, costs and expenses associated with the prosecution of such claims.

(d) Post-Effective Date Fees and Expenses. From and after the Effective Date, the Plan Administrator shall, upon receipt of appropriate documentation and in the ordinary course of business, cause the Purchasing Entity to pay the post-Effective Date charges incurred by the Debtor or the Plan Administrator for any Professional's fees, disbursements, expenses, or related support services without application to or approval from the Bankruptcy Court.

2.3 Priority Tax Claims.

Except to the extent that a holder of an Allowed Priority Tax Claim agrees to a less favorable treatment, each holder of an Allowed Priority Tax Claim shall receive, in full and final satisfaction, settlement, release, and discharge of such Claim, Cash equal to the unpaid amount of such Allowed Priority Tax Claim on the latest of (a) the Effective Date; (b) 30 days after the date on which such Priority Tax Claim becomes Allowed; or (c) the date on which such Priority Tax Claim becomes due and payable by its terms.

2.4 U.S. Trustee Fees.

On the Effective Date, the Debtor shall pay all U.S. Trustee Fees that are due and owing as of the Effective Date. Nothing in the Plan shall release the Debtor from its obligation to pay, or the Plan Administrator from causing the Purchasing Entity to pay, all U.S. Trustee Fees arising from and after the Effective Date before a Final Order is entered by the Bankruptcy Court closing this chapter 11 case.

2.5 DIP Claims.

Each holder of an Allowed DIP Claim shall receive, in full and final satisfaction, settlement, release, and discharge of such Claim, (i) all of the interests in the Reorganized Debtor, and (ii) its respective pro rata share of the loans under the Exit Financing Facility pursuant to the Exit Financing Facility Documents.

ARTICLE III.

CLASSIFICATION OF CLAIMS AND INTERESTS

3.1 Classification in General.

Pursuant to sections 1122 and 1123 of the Bankruptcy Code, a Claim or Interest is placed in a particular Class for all purposes, including voting, confirmation, and distribution; *provided, however,* that a Claim is placed in a particular Class for the purpose of receiving distributions only to the extent that such Claim is Allowed. Voting rights of Claims will be determined by a separate order of the Bankruptcy Court approving solicitation and voting procedures in relation to the Plan.

3.2 Classification of Claims and Interests.

The following table designates the Classes of Claims against and Interests in the Debtor and specifies which Classes are: (a) Impaired and Unimpaired; (b) entitled to vote to accept or reject the Plan; and (c) deemed to accept or reject the Plan:

Class	Description	Impairment	Entitled to Vote
1	Priority Non-Tax Claims	Unimpaired	No (deemed to accept)
2	General Unsecured Claims	Impaired	Yes
3	Interests	Impaired	No (deemed to reject)

3.3 Elimination of Vacant Classes.

Any Class that does not have at least one holder of an Allowed Claim or Allowed Interest or a Claim or Interest temporarily Allowed as of the date of the Confirmation Hearing for the Debtor shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan pursuant to section 1129(a)(8) of the Bankruptcy Code.

3.4 Deemed Acceptance by Non-Voting Classes.

If a Class contains Claims eligible to vote and no holder of a Claim eligible to vote in such Class votes to accept or reject the Plan, the Plan shall be deemed accepted by such Class.

3.5 Confirmation Pursuant to Section 1129(b) of the Bankruptcy Code

Because certain Classes are deemed to have rejected the Plan, the Debtor seeks confirmation of the Plan under section 1129(b) of the Bankruptcy Code with respect to such Classes and any other Impaired Classes that vote to reject the Plan. Subject to Articles 12.3 and 12.4 of the Plan, the Debtor reserves the right to alter, amend, modify, revoke, or withdraw the Plan in order to satisfy the requirements of section 1129(b) of the Bankruptcy Code.

ARTICLE IV.

TREATMENT OF CLAIMS AND INTERESTS

4.1 Priority Non-Tax Claims (Class 1).

(a) Classification. Class 1 consists of all Priority Non-Tax Claims.

(b) Treatment. Except to the extent that a holder of an Allowed Priority Non-Tax Claim agrees to a less favorable treatment, each holder of an Allowed Priority Non-Tax Claim shall receive, in full and final satisfaction, settlement, release, and discharge of such

Claim, Cash equal to the unpaid amount of such Allowed Priority Non-Tax Claim on the latest of (a) the Effective Date; (b) 30 days after the date on which such Priority Non-Tax Claim becomes Allowed; and (c) the date on which such Priority Non-Tax Claim becomes due and payable by its terms.

(c) Impairment and Voting. Class 1 is Unimpaired. Holders of Claims in Class 1 are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code, and accordingly, are not entitled to vote to accept or reject the Plan.

4.2 General Unsecured Claims (Class 2).

(a) Classification. Class 2 consists of General Unsecured Claims.

(b) Treatment. Except to the extent that a holder of an Allowed General Unsecured Claim agrees to a less favorable treatment, each holder of an Allowed General Unsecured Claim shall receive, in full and final satisfaction, settlement, release, and discharge of such Claim, Cash equal to the unpaid amount of such Allowed General Unsecured Claim on the latest of (a) the Effective Date; (b) 30 days after the date on which such General Unsecured Claim becomes Allowed; (c) the date on which such General Unsecured Claim becomes due and payable by its terms; and (d) such other date as may be mutually agreed to by and among such holder and the Debtor or the Plan Administrator.

(c) Impairment and Voting. Class 2 is Impaired. Holders of Claims in Class 2 are entitled to vote to accept or reject the Plan.

4.3 Interests (Class 3).

(a) Classification. Class 3 consists of all Interests in the Debtor.

(b) Treatment. On the Effective Date, the Interests in the Debtor shall be cancelled, and the holders of Interests shall receive and retain no value under the Plan.

(c) Impairment and Voting. Class 3 is Impaired. Holders of Claims in Class 3 are conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code, and accordingly, are not entitled to vote to accept or reject the Plan.

ARTICLE V.

MEANS FOR IMPLEMENTATION

5.1 Plan Administrator.

On the Effective Date, the Reorganized Debtor shall be appointed the Plan Administrator. The Plan Administrator shall, subject to the terms of this Plan, reconcile Claims, administer the Plan in an efficacious manner, and assist with other administrative duties and reporting obligations associated with the Plan following the Effective Date.

5.2 *Implementation.*

- (a) The Plan will be effectuated through:
 - (i) The use of the Debtor's cash on hand to pay, in Cash, all Allowed Claims to the extent that such Cash payment is required on the Effective Date pursuant to the terms of Articles III and IV of the Plan;
 - (ii) The amendment and restatement of the DIP Credit Agreement on the Effective Date in exchange for , consistent with the transaction described in subsection (iii), below;
 - (iii) The transfer to the Purchasing Entity of certain of the Debtor's remaining assets, including the Debtor's Interests in certain operating subsidiaries, pursuant to section 363 of the Bankruptcy Code, free and clear of all liens, claims and interests, at the direction of the DIP Lender in exchange for its agreement to enter into the Exit Financing Facility and in exchange for good and valuable consideration to be further detailed in the Plan Supplement;
 - (iv) The revesting of the remainder of the Debtor's remaining assets in the Reorganized Debtor, with the division of assets among the Reorganized Debtor and the Purchasing Entity to be set forth in the Plan Supplement (the "Purchased Asset Allocation");
 - (v) The satisfaction of all Allowed Claims for which Cash payment is required to be made following the Effective Date pursuant to the terms of Articles III and IV of the Plan by the Purchasing Entity and the Reorganized Debtor, with the specific allocation of such payment obligations to be set forth in the Purchased Asset Allocation;
 - (vi) The assumption by the Debtor and, to the extent set forth in the Purchased Asset Allocation, the assignment to the Purchasing Entity of all executory contracts and unexpired leases, except for any executory contract or unexpired lease that: (i) previously has been assumed or rejected pursuant to a final order of the Bankruptcy Court; (ii) is designated specifically or by category as a contract or lease to be rejected on the Schedule of Rejected Contracts and Leases; or (iii) is subject to a separate motion to assume and assign or to reject under section 365 of the Bankruptcy Code filed before the Effective Date; and
 - (vii) The entry into the Bill of Sale, the Exit Financing Facility Documents and such other documentation as may be necessary or appropriate to memorialize the transactions contemplated herein.

5.3 *Corporate Governance*

(a) On the Effective Date, the board of directors of the Reorganized Debtor shall be appointed, and the Reorganized Debtor shall adopt new organizational documents. The Plan Supplement shall specify the identities of the board of directors of the Reorganized Debtor and the Purchasing Entity.

(b) Except as otherwise provided in the Plan, the corporate or related actions to be taken by or required of the Debtor in connection with each matter provided for by the Plan shall, as of the Effective Date, be deemed to have occurred and be effective as provided in the Plan, and shall be authorized, approved, and, to the extent taken before the Effective Date, ratified in all respects without any requirement of further action by holders of Claims or Interests, authorized persons, directors, or officers of the Debtor, or any other Entity. On or before the Effective Date, the appropriate authorized persons, directors or officers of the Debtor shall be authorized and directed to issue, execute, and deliver the agreements, securities, instruments, or other documents contemplated by the Plan, or necessary or desirable to effect the transactions contemplated by the Plan, in the name of and on behalf of the Debtor. Notwithstanding any requirements under non-bankruptcy law, the authorizations and approvals contemplated by this provision shall be effective.

(c) On the Effective Date, the Persons acting as authorized persons, directors and officers of the Debtor prior to the Effective Date, as the case may be, shall have no further authority, duties, responsibilities, and obligations relating to or arising from (i) operating the Debtor or (ii) this chapter 11 case, and shall be deemed to have resigned from all of their respective positions with the Debtor, and the Plan Administrator shall act as a responsible person to complete the wind-down of the Debtor's affairs.

5.4 *Compromise of Controversies.*

In consideration for the classification, distributions, releases, and other benefits provided under the Plan, the provisions of the Plan upon the Effective Date shall constitute a good faith compromise and settlement of all Claims, Interests, and controversies relating to all Claims, Interests and controversies resolved pursuant to the Plan. The Plan shall be deemed a motion to approve the good faith compromise and settlement of all such Claims, Interests, and controversies pursuant to Bankruptcy Rule 9019, and the entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of such compromise and settlement under section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019.

5.5 *Effectuating Documents; Further Transactions.*

Entry of the Confirmation Order shall establish conclusive corporate and other authority (and evidence of such corporate and other authority) required for the Debtor, the Reorganized Debtor and the Plan Administrator to undertake any and all acts and actions required to implement or contemplated by the Plan, and such acts and actions shall be deemed to have occurred and shall be in effect pursuant to applicable non-bankruptcy law and the

Bankruptcy Code, without the need for member vote and without any requirement of further action by the directors of the Debtor.

On and after the Effective Date, the Plan Administrator shall be authorized to (a) take any actions or effect transactions, including conversions, dissolutions, transfers, liquidations, or other corporate transactions, as may be determined by the Plan Administrator to be necessary or appropriate to implement the terms of the Plan without any further notice to or action, order or approval of the Bankruptcy Court, and (b) issue, execute, deliver, file, or record such contracts, securities, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of the Plan in the name of and on behalf of the Debtor, without the need for any approvals, authorizations, or consents, except for those expressly required by the Plan.

5.6 *Access to Debtor's Books and Records after the Effective Date.*

On the Effective Date, the Debtor shall transfer, assign and convey to the Plan Administrator, and the Plan Administrator shall be authorized to take possession of, all of the Debtor's books and records. The Plan Administrator shall have the responsibility of storing and maintaining the books and records.

ARTICLE VI.

DISTRIBUTIONS

6.1 *Distributions.*

The Plan Administrator shall make all Plan distributions to the appropriate holders of Allowed Claims in accordance with the terms of the Plan, using Cash to be funded (a) by the Debtor for all such payments to be made on the Effective Date, and (b) by the Purchasing Entity or Reorganized Debtor, as applicable, for all such payments to be made after the Effective Date. The Debtor shall provide the Plan Administrator with all information in its possession regarding asserted Claims, the Allowed amount of such Claims entitled to receive a Plan distribution, and the identity and addresses of record holders of such Claims as set forth in the Debtor's books and records as of the Distribution Record Date.

6.2 *Allocation of Plan Distributions Between Principal and Interest.*

The aggregate consideration to be distributed to the holders of Allowed Claims under the Plan shall be treated as first satisfying an amount equal to the stated principal amount of the Allowed Claims of such holders, as determined for federal income tax purposes, and any remaining consideration as satisfying accrued, but unpaid, interest, if any.

6.3 *No Postpetition Interest on Claims.*

Unless otherwise specifically provided for in the Confirmation Order or other order of the Bankruptcy Court, or required by applicable bankruptcy or non-bankruptcy law, postpetition interest shall not accrue or be paid on any Claims, and no holder of a Claim shall be entitled to interest accruing on such Claim on or after the Petition Date.

6.4 *Date of Distributions.*

Unless otherwise provided herein, any distributions and deliveries to be made hereunder shall be made on the Effective Date or as soon thereafter as is reasonably practicable. In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on or as soon as reasonably practicable after the next succeeding Business Day, but shall be deemed to have been completed as of the required date.

6.5 *Distribution Record Date.*

As of the close of business on the Distribution Record Date, the various lists of holders of Claims and Interests in each of the Classes, as maintained by the Debtor shall be deemed closed and there shall be no further changes in the record holders of any of the Claims and Interests. Neither the Debtor nor the Plan Administrator shall have any obligation to recognize any transfer of Claims or Interests occurring after the close of business on the Distribution Record Date. Additionally, with respect to payment of any cure costs or any cure disputes in connection with the assumption and/or assignment of the Debtor's executory contracts and leases, none of the Debtor, the Reorganized Debtor or the Purchasing Entity shall have any obligation to recognize any party other than the non-Debtor party to the underlying executory contract or lease, even if such non-Debtor party has sold, assigned or otherwise transferred its Claim for a cure cost.

6.6 *Delivery of Distributions.*

Except as otherwise provided in the Plan, distributions to holders of Allowed Claims shall be made to holders of record as of the Distribution Record Date by the Plan Administrator: (a) to the signatory set forth on the proof of claim filed by such holder or other representative identified therein (or at the last known addresses of such holder if no proof of claim is filed or if the Debtor has been notified in writing of a change of address); (b) at the addresses set forth in any written notices of address changes delivered to the Debtor (if before the Effective Date) or the Plan Administrator (if after the Effective Date) after the date of any related proof of claim; (c) at the addresses reflected in the Debtor's schedules if no proof of claim has been filed and the Plan Administrator has not received a written notice of a change of address; or (d) on any counsel that has appeared in this chapter 11 case on the holder's behalf. In the event that any distribution to any holder is returned as undeliverable, no distribution or payment to such holder shall be made unless and until the Plan Administrator has been notified of the then current address of such holder, at which time or as soon as reasonably practicable thereafter such distribution shall be made to such holder without interest; *provided, however,* such distributions or payments shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of 90 days after such distribution, and no further payments shall be made to the holder of an Allowed Claim on account of such undeliverable distribution.

6.7 *Manner of Payment Under Plan.*

Except as specifically provided herein, at the option of the Plan Administrator, any Cash payment to be made hereunder may be made by a check or wire transfer or as otherwise required or provided in applicable agreements or customary practices of the Debtor.

6.8 *Unclaimed Property.*

Holders of Allowed Claims shall have 90 days from the date of any distribution to negotiate checks issued to such holders. To the extent such checks are not negotiated within such time period, the payment on such applicable checks shall be stopped and no further payments shall be made to the holder of an Allowed Claim on account of such unclaimed property. The Plan Administrator shall have no obligation to attempt to locate any holder of an Allowed Claim other than by reviewing the Debtor's books and records, proofs of Claim filed against the Debtor or transfers of Claim filed pursuant to Bankruptcy Rule 3001.

6.9 *De Minimis Distributions.*

Notwithstanding any other provision of the Plan to the contrary, (i) no payment of fractions of cents will be made; and (ii) the Plan Administrator shall have no obligation to make a distribution that is less than or \$50.00 in Cash to any Claim holder. Whenever any payment of a fraction of a cent would otherwise be called for, the actual payment shall reflect a rounding down of such fraction to the nearest whole cent.

6.10 *Setoffs and Recoupments.*

The Plan Administrator, may, pursuant to section 553 of the Bankruptcy Code or applicable non-bankruptcy law, set off and/or recoup against any Allowed Claim, and the distributions to be made pursuant to the Plan on account of such Allowed Claim, any and all claims, rights and Causes of Action that the Debtor or its successors may hold against the holder of such Allowed Claim after the Effective Date; *provided, however*, that neither the failure to effect a setoff or recoupment nor the allowance of any Claim hereunder will constitute a waiver or release of any Causes of Action of the Debtor against such holder.

6.11 *Withholding and Reporting Requirements.*

In connection with the Plan and all distributions hereunder, the Plan Administrator shall comply with all withholding and reporting requirements imposed by any federal, state, local or foreign taxing authority, and all distributions hereunder shall be subject to any such withholding and reporting requirements. The Plan Administrator shall be authorized to take any and all actions that may be necessary or appropriate to comply with such withholding and reporting requirements, including, requiring a holder of a Claim or Interest to submit appropriate tax and withholding certifications. Notwithstanding any other provision of the Plan: (i) each holder of an Allowed Claim that is to receive a distribution under the Plan shall have sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any governmental unit, including income, withholding and other tax obligations on account of such distribution; and (ii) no Plan distributions shall be required to be made to or on behalf of such holder pursuant to the Plan if, after 90 days from the date of transmission of a written

request to the holder of an Allowed Claim, the Plan Administrator does not receive a valid, completed IRS form from such holder of an Allowed Claim.

6.12 *Claims Paid or Payable by Third Parties.*

(a) *Claims Paid by Third Parties.* The Plan Administrator, as applicable, shall be entitled to reduce in full a Claim, and such Claim shall be disallowed without an objection being filed, upon 30 days' notice to the creditor, to the extent that the holder of the Claim receives payment (before or after the Effective Date) on account of that Claim from a party that is not the Debtor. To the extent a holder of a Claim receives a distribution on account of such Claim and receives payment from a party that is not the Debtor on account of such Claim, such holder shall, within 10 days of receipt thereof, repay or return the distribution to the Plan Administrator, to the extent the holder's total recovery on account of such Claim from the third party and under the Plan exceeds the Allowed amount of such Claim as of the date of any such distribution under the Plan. In the event such holder fails to timely repay or return such distribution, the Plan Administrator may pursue any rights and remedies against such holder under applicable law.

(b) *BMLP Settlement.* For the avoidance of doubt, the settlement amount due and payable pursuant to the Settlement Agreement and the Settlement Order was paid prior to the Effective Date by one or more affiliates of the Debtor, and no other and further amount is due under the Plan on account of the claim related by the Settlement Agreement or any other claims asserted by any other party thereto arising from or related to the subject matter of the Settlement Agreement.

(c) *Claims Payable by Third Parties.* No distributions under the Plan shall be made on account of an Allowed Claim that is payable pursuant to one of the Debtor's insurance policies until the holder of such Allowed Claim has exhausted all remedies with respect to such insurance policy.

(d) *Applicability of Insurance Policies.* Except as otherwise provided in the Plan, distributions to holders of Allowed Claims shall be in accordance with the provisions of any applicable insurance policy. Pursuant to section 524(e) of the Bankruptcy Code, nothing contained in the Plan shall constitute or be deemed a waiver of any Cause of Action that the Debtor or any Entity may hold against any other Entity under any insurance policies, including against insurers, nor shall anything contained in the Plan constitute or be deemed a waiver by such insurers of any defenses, including coverage defenses, held by such insurers.

ARTICLE VII.

PROCEDURES FOR RESOLVING CLAIMS

7.1 *Objections to Claims and Settlements; Treatment of Disputed Claims.*

(a) Only the Plan Administrator shall be entitled to object to Claims after the Effective Date; *provided, however,* that in the event that the Debtor filed an objection to, or motion to subordinate, a Claim before the Effective Date, that objection or motion shall automatically be assigned to the Plan Administrator on the Effective Date. Any objections to

Claims shall be served and filed on or before: (i) the later of 120 days after (x) the Effective Date or (y) the date that a proof of Claim is filed or amended or a Claim is otherwise asserted or amended in writing by or on behalf of a holder of such Claim; and (ii) such later date as may be fixed by the Bankruptcy Court on motion of the Plan Administrator, whether fixed before or after the date specified in clause (i) hereof. Any Claims filed after the Bar Date or Administrative Claims Bar Date, as applicable, shall be deemed disallowed and expunged in their entirety without further order of the Bankruptcy Court or any action being required on the part of the Debtor or Plan Administrator unless the Person wishing to file such untimely Claim has received Bankruptcy Court authority to do so.

(b) From and after the Effective Date, the Plan Administrator may settle or compromise any Disputed Claim without need for notice or approval of the Bankruptcy Court.

(c) Disputed Claims shall not be entitled to any Plan distributions unless and until such Claims become Allowed Claims.

7.2 *Preservation of Causes of Action.*

Except as otherwise provided in the Plan or in any Plan Document, in accordance with sections 363(b) and 1123(b) of the Bankruptcy Code, the Reorganized Debtor shall retain, or retain and transfer to the Purchasing Entity, as applicable under the terms of the Purchased Asset Allocation, and the Reorganized Debtor or the Purchasing Entity may enforce, sue on, settle, compromise, otherwise resolve, discontinue, abandon, or dismiss all Causes of Action that the Debtor or its estate may hold against any Entity (other than Causes of Action released pursuant to Section 11.4 below) without the approval of the Bankruptcy Court. Upon the Effective Date all of the Causes of Action shall vest in the Reorganized Debtor and, to the extent set forth in the Purchased Asset Allocation, shall be transferred to the Purchasing Entity pursuant to Section 5.2(b), above. The Reorganized Debtor or the Purchasing Entity, as applicable, may pursue such Causes of Action in its sole and absolute discretion.

No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against it as any indication that the Debtor, the Reorganized Debtor or the Purchasing Entity will not, or may not, pursue any and all available Cause of Action against it. The Debtor, the Reorganized Debtor and the Purchasing Entity expressly reserve all rights to prosecute any and all Causes of Action against any Entity. Unless any Cause of Action against an Entity is expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or a Bankruptcy Court order, all Causes of Action are reserved for later adjudication by the Purchasing Entity or the Reorganized Debtor, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches shall apply to such Cause of Action upon, after, or as consequence of, confirmation or consummation of the Plan.

ARTICLE VIII.

EXECUTORY CONTRACTS AND UNEXPIRED LEASES

8.1 General Treatment.

(a) Except as otherwise provided herein, all executory contracts and unexpired leases of the Debtor shall be deemed to be assumed and assigned to the Reorganized Debtor or the Purchasing Entity, as set forth in the Purchased Asset Allocation, as of the Effective Date pursuant to sections 365 and 1123 of the Bankruptcy Code, except for any executory contract or unexpired lease that: (i) previously has been assumed or rejected pursuant to a final order of the Bankruptcy Court; (ii) is designated specifically or by category as a contract or lease to be rejected on the Schedule of Rejected Contracts and Leases; or (iii) is subject to a separate motion to assume and assign or to reject under section 365 of the Bankruptcy Code filed before the Effective Date; *provided, however,* that the Debtor shall have the right to amend the Schedule of Rejected Contracts to add or remove any executory contract or unexpired lease at any time prior to the Confirmation Date.

(b) Subject to the occurrence of the Effective Date and Section 9.2, entry of the Confirmation Order by the Bankruptcy Court shall constitute an order approving the assumption and assignment of executory contracts and unexpired leases as set forth in Section 8.1(a) and rejection of executory contracts and unexpired leases on the Schedule of Rejected Contracts and Leases pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Each executory contract and unexpired lease assumed by the Debtor and assigned to the Purchasing Entity pursuant to this Section 8.1 shall be assigned to and be fully enforceable by the Purchasing Entity or the Reorganized Debtor, as applicable, in accordance with its terms.

8.2 Claims Based on Rejection of Executory Contracts or Unexpired Leases.

In the event that the rejection of an executory contract or unexpired lease hereunder results in damages to the other party or parties to such contract or lease, such parties must file with the Bankruptcy Court and serve on the Plan Administrator not later than 30 days after the effective date of such rejection (which may be the Effective Date, or such date as may be established by order of the Bankruptcy Court), a proof of claim for damages alleged to arise from the rejection of the applicable contract or lease or be forever barred from filing a Claim, or sharing in distributions under the Plan, related to such alleged rejection damages.

8.3 Cure of Defaults for Assumed Executory Contracts and Unexpired Leases.

(a) The cure of all defaults under executory contracts and unexpired leases to be assumed and assigned under the Plan, the Confirmation Order and the Bill of Sale, including the resolution of all objections to the adequacy of assurance of future performance under such executory contracts and unexpired leases and as to the adequacy of amounts proposed to cure defaults under such executory contracts and unexpired leases, shall be governed by the terms and conditions of the Solicitation Procedures Order. All cure amounts will be satisfied by the Purchasing Entity or the Reorganized Debtor if not satisfied by the Debtor before the Effective Date.

(b) Assumption of any executory contract or unexpired lease pursuant to the Plan or otherwise shall result in the full release and satisfaction of any Claims or defaults associated with such contract, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or bankruptcy related defaults, arising under any assumed executory contract or unexpired lease at any time before the effective date of the assumption. Any proof of Claim filed with respect to an executory contract or unexpired lease that has been assumed shall be deemed disallowed and expunged, without further notice to, action, order, or approval of the Bankruptcy Court.

8.4 *Reservation of Rights.*

Neither the exclusion nor inclusion of any contract or lease on the Schedule of Rejected Contracts and Leases, nor anything contained in the Plan, shall constitute an admission by the Debtor that any agreement, contract, or lease is an executory contract or unexpired lease subject to this Article VIII of the Plan, or that the Debtor, the Reorganized Debtor or the Purchasing Entity have any liability thereunder.

8.5 *Postpetition Contracts and Leases.*

All contracts, agreements and leases that were entered into or assumed by the Debtor after the Petition Date (other than the Bill of Sale) shall be deemed assigned by the Debtor to the Reorganized Debtor or the Purchasing Entity, as set forth in the Purchased Asset Allocation, on the Effective Date.

ARTICLE IX.

CONDITIONS PRECEDENT TO CONSUMMATION OF THE PLAN

9.1 *Conditions Precedent to Confirmation.*

It shall be a condition to Confirmation of the Plan that the following provisions, terms and conditions shall have been satisfied or waived pursuant to the provisions of Section 9.3:

(a) the Plan Supplement shall have been filed no later than 14 days prior to the Confirmation Hearing; and

(b) the Confirmation Order shall have been entered by the Bankruptcy Court in form and substance acceptable to the Debtor.

9.2 *Conditions Precedent to the Effective Date.*

It shall be a condition to the occurrence of the Effective Date that the following provisions, terms and conditions shall have been satisfied or waived pursuant to the provisions of Section 9.3:

(a) the Confirmation Order shall have become a Final Order;

(b) the Plan Documents shall have been executed and delivered, and any conditions (other than the occurrence of the Effective Date or certification by the Debtor that the Effective Date has occurred) contained therein having been satisfied or waived in accordance therewith;

(c) all material governmental, regulatory and third party approvals, authorizations, certifications, rulings, no-action letters, opinions, waivers and/or consents in connection with the Plan, if any, shall have been obtained (unless failure to do so will not have a material adverse effect on the Debtor) and remain in full force and effect, and there shall exist no claim, action, suit, investigation, litigation or proceeding, pending or threatened in any court or before any arbitrator or governmental instrumentality, which would prohibit the consummation of the Plan;

(d) the amendment, restatement and novation of the Exit Financing Facility shall have become effective as contemplated in Section 5.2(a) hereof; and

(e) the sale memorialized in the Bill of Sale shall have been consummated as contemplated in Section 5.2(a) hereof.

9.3 Waiver of Conditions Precedent and Bankruptcy Rule 3020(e) Automatic Stay.

The Debtor, with the consent of the Purchasing Entity, shall have the right to waive any condition precedent set forth in Article 9.2 of the Plan at any time without leave of or notice to the Bankruptcy Court and without formal action other than proceeding with confirmation of the Plan. Further, the stay of the Confirmation Order, pursuant to Bankruptcy Rule 3020(e), shall be deemed waived by the Confirmation Order.

9.4 Effect of Failure of Conditions.

If the substantial consummation of the Plan does not occur, the Plan and Confirmation Order shall be null and void in all respects, no distributions under the Plan shall be made, and nothing contained in the Plan or the Disclosure Statement shall: (a) constitute a waiver or release of any claims by or Claims against or Interests in the Debtor; (b) prejudice in any manner the rights of the Debtor, any holders of Claims or Interests or any other Entity; or (c) constitute an admission, acknowledgment, offer or undertaking by the Debtor, any holders or any other Entity in any respect.

ARTICLE X.

EFFECT OF CONFIRMATION

10.1 Binding Effect.

Subject to the occurrence of the Effective Date and notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062, on and after the Confirmation Date, the provisions of the Plan shall be immediately effective and enforceable and deemed binding upon any holder of a Claim against, or Interest in, the Debtor, and such holder's respective successors and assigns (whether or not the Claim or Interest of such holder is Impaired under the Plan, whether or not such holder

has accepted the Plan, and whether or not such holder is entitled to a distribution under the Plan), all Entities that are party, or subject, to the settlements, compromises, releases, discharges, and injunctions described in the Plan, each Entity acquiring property under the Plan, and any and all non-Debtor counterparties to executory contracts, unexpired leases, and any other prepetition agreements. All Claims and Interests shall be as fixed, adjusted, or compromised, as applicable, pursuant to the Plan regardless of whether any holder of a Claim or Interest has voted on the Plan.

10.2 *Vesting and Transfer of Assets.*

On the Effective Date, pursuant to sections 363 and 1141(b) and (c) of the Bankruptcy Code, and except as otherwise provided in the Plan or in the Confirmation Order, the assets of the Debtor's estate shall vest in CCA Construction, Inc. as a reorganized debtor and, to the extent set forth in the Purchased Asset Allocation, be transferred pursuant to the Bill of Sale to the Purchasing Entity, free and clear of all Claims, Liens, encumbrances, charges and other Interests, other than liens and claims of the DIP Agent and the DIP Lender arising as a result of the Exit Financing Facility.

10.3 *Term of Pre-Confirmation Injunctions or Stays.*

Unless otherwise provided herein, all injunctions or stays arising prior to the Confirmation Date in accordance with sections 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the Effective Date.

10.4 *Releases.*

(a) **RELEASES BY THE DEBTOR.** PURSUANT TO SECTION 1123(B) OF THE BANKRUPTCY CODE, FOR GOOD AND VALUABLE CONSIDERATION, THE ADEQUACY OF WHICH IS HEREBY CONFIRMED, AS OF THE EFFECTIVE DATE, THE DEBTOR, ITS ESTATE, AND ANY AND ALL OTHER ENTITIES WHO MAY PURPORT TO ASSERT ANY CAUSE OF ACTION BY, THROUGH, FOR, OR BECAUSE OF THE FOREGOING ENTITIES, SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED, WAIVED, AND DISCHARGED THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES, AND LIABILITIES WHATSOEVER, IN EACH CASE, WHETHER PREPETITION OR POSTPETITION (INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR THAT MAY BE ASSERTED ON BEHALF OF THE DEBTOR AND ITS ESTATE, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTOR OR THE CONDUCT OF ITS BUSINESS (IN EACH CASE, WHETHER PREPETITION OR POSTPETITION), THE FORMULATION, PREPARATION, DISSEMINATION, NEGOTIATION OF THE PLAN, THE DISCLOSURE STATEMENT, ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THE PLAN, THE

DISCLOSURE STATEMENT, THIS CHAPTER 11 CASE, THE PURSUIT OF CONFIRMATION, THE PURSUIT OF CONSUMMATION, THE ADMINISTRATION AND IMPLEMENTATION OF THE PLAN, INCLUDING THE DISTRIBUTION OF PROPERTY UNDER THE PLAN, OR ANY OTHER RELATED AGREEMENT, OR UPON ANY OTHER ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE (IN EACH CASE, WHETHER PREPETITION OR POSTPETITION) RELATED OR RELATING TO THE FOREGOING. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASES SET FORTH IN THIS ARTICLE 10.4(A) SHALL NOT RELEASE (I) ANY RELEASED PARTY FROM CLAIMS OR CAUSES OF ACTION ARISING FROM AN ACT OR OMISSION THAT IS JUDICIALLY DETERMINED BY A FINAL ORDER TO HAVE CONSTITUTED ACTUAL FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE; (II) ANY POST-EFFECTIVE DATE OBLIGATIONS OF ANY PARTY OR ENTITY UNDER THE PLAN OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT EXECUTED TO IMPLEMENT THE PLAN. ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL OF THE RELEASES DESCRIBED IN THIS ARTICLE 10.4 BY THE DEBTOR, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS CONTAINED IN THIS PLAN, AND FURTHER, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT EACH RELEASE DESCRIBED IN THIS ARTICLE 10.4 IS: (I) IN EXCHANGE FOR THE GOOD AND VALUABLE CONSIDERATION PROVIDED BY THE RELEASED PARTIES, INCLUDING, WITHOUT LIMITATION, THE RELEASED PARTIES' CONTRIBUTIONS TO IMPLEMENTING THE PLAN; (II) A GOOD-FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE DEBTOR; (III) IN THE BEST INTERESTS OF THE DEBTOR AND ALL HOLDERS OF CLAIMS AND INTERESTS; (IV) FAIR, EQUITABLE, AND REASONABLE; (V) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; (VI) A SOUND EXERCISE OF THE DEBTOR'S BUSINESS JUDGMENT; AND (VII) A BAR TO THE DEBTOR OR ITS ESTATE, ASSERTING ANY CLAIM OR CAUSE OF ACTION RELATED THERETO, OF ANY KIND, AGAINST ANY OF THE RELEASED PARTIES OR THEIR PROPERTY.

(b) RELEASES BY HOLDERS OF CLAIMS AND INTERESTS. AS OF THE EFFECTIVE DATE, FOR GOOD AND VALUABLE CONSIDERATION, THE ADEQUACY OF WHICH IS HEREBY CONFIRMED, EACH RELEASING PARTY SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED, WAIVED, AND DISCHARGED THE DEBTOR AND OTHER RELEASED PARTY FROM ANY AND ALL CLAIMS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES, AND LIABILITIES WHATSOEVER (IN EACH CASE, WHETHER PREPETITION OR POSTPETITION UP UNTIL THE EFFECTIVE DATE), INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR THAT MAY BE ASSERTED ON BEHALF OF THE DEBTOR OR ITS ESTATE, THAT SUCH RELEASING PARTY WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, BASED ON OR

RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTOR OR THE CONDUCT OF THEIR BUSINESS (IN EACH CASE, WHETHER PREPETITION OR POSTPETITION UP UNTIL THE EFFECTIVE DATE), THE FORMULATION, PREPARATION, DISSEMINATION, OR NEGOTIATION OF THE PLAN, THE DISCLOSURE STATEMENT, ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THE PLAN, THE DISCLOSURE STATEMENT, THIS CHAPTER 11 CASE, THE PURSUIT OF CONFIRMATION, THE PURSUIT OF CONSUMMATION, THE ADMINISTRATION AND IMPLEMENTATION OF THE PLAN, INCLUDING THE DISTRIBUTION OF PROPERTY UNDER THE PLAN, OR ANY OTHER RELATED AGREEMENT, OR UPON ANY OTHER ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE (IN EACH CASE, WHETHER PREPETITION OR POSTPETITION) RELATED OR RELATING TO THE FOREGOING. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASES SET FORTH IN THIS ARTICLE 10.4(B) SHALL NOT RELEASE (I) ANY RELEASED PARTY FROM CLAIMS OR CAUSES OF ACTION ARISING FROM AN ACT OR OMISSION THAT IS JUDICIALLY DETERMINED BY A FINAL ORDER TO HAVE CONSTITUTED ACTUAL FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE; AND (II) ANY POST-EFFECTIVE DATE OBLIGATIONS OF ANY PARTY OR ENTITY UNDER THE PLAN OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT EXECUTED TO IMPLEMENT THE PLAN.

10.5 Exculpation and Limitation of Liability.

EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE PLAN, NO EXCULPATED PARTY SHALL HAVE OR INCUR LIABILITY FOR, AND EACH EXCULPATED PARTY IS HEREBY EXCULPATED FROM, ANY CAUSE OF ACTION FOR ANY CLAIM RELATED TO ANY ACT OR OMISSION FROM THE PETITION DATE TO THE EFFECTIVE DATE IN CONNECTION WITH, RELATING TO, OR ARISING OUT OF, THIS CHAPTER 11 CASE, IN WHOLE OR IN PART, THE DEBTOR, THE FORMULATION, PREPARATION, DISSEMINATION, NEGOTIATION, OF THE PLAN, THE DISCLOSURE STATEMENT, ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THE PLAN, THE DISCLOSURE STATEMENT, THE FILING OF THIS CHAPTER 11 CASE, THE PURSUIT OF CONFIRMATION, THE PURSUIT OF CONSUMMATION, THE ADMINISTRATION AND IMPLEMENTATION OF THE PLAN OR THE DISTRIBUTION OF CASH UNDER THE PLAN, OR ANY OTHER RELATED AGREEMENT, EXCEPT FOR CLAIMS OR CAUSES OF ACTION ARISING FROM AN ACT OR OMISSION THAT IS JUDICIALLY DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED ACTUAL FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE, BUT IN ALL RESPECTS, SUCH EXCULPATED PARTIES SHALL BE ENTITLED TO THE FULLEST EXTENT PERMITTED BY LAW TO REASONABLY RELY UPON THE ADVICE OF COUNSEL WITH RESPECT TO THEIR DUTIES AND RESPONSIBILITIES. THE EXCULPATED PARTIES HAVE, AND UPON SUBSTANTIAL CONSUMMATION OF THE PLAN, SHALL BE DEEMED TO HAVE, PARTICIPATED IN GOOD FAITH AND IN COMPLIANCE WITH THE APPLICABLE LAWS WITH REGARD

TO THE SOLICITATION OF, AND DISTRIBUTION OF, CONSIDERATION PURSUANT TO THE PLAN AND, THEREFORE, ARE NOT, AND ON ACCOUNT OF SUCH DISTRIBUTIONS SHALL NOT BE, LIABLE AT ANY TIME FOR THE VIOLATION OF ANY APPLICABLE LAW, RULE, OR REGULATION GOVERNING THE SOLICITATION OF ACCEPTANCES OR REJECTIONS OF THE PLAN OR SUCH DISTRIBUTIONS MADE PURSUANT TO THE PLAN.

10.6 *Injunction.*

FROM AND AFTER THE EFFECTIVE DATE, ALL ENTITIES ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY CAUSE OF ACTION RELEASED OR TO BE RELEASED PURSUANT TO THE PLAN OR THE CONFIRMATION ORDER.

FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT OF THE RELEASES AND EXCULPATION GRANTED IN ARTICLE X HEREOF, THE RELEASING PARTIES SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER AGAINST THE RELEASED PARTIES AND THE EXCULPATED PARTIES AND THEIR ASSETS AND PROPERTIES, AS THE CASE MAY BE, ANY SUIT, ACTION OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, INTEREST OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO ARTICLE X HEREOF.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN OR FOR DISTRIBUTIONS REQUIRED TO BE PAID OR DELIVERED PURSUANT TO THE PLAN, ALL ENTITIES WHO HAVE HELD, HOLD OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED PURSUANT TO SECTION 10.4 OR ARE SUBJECT TO EXCULPATION PURSUANT TO SECTION 10.5, ARE PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS: (1) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (2) ENFORCING, ATTACHING, COLLECTING OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE OR ORDER AGAINST SUCH ENTITIES ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (3) CREATING, PERFECTING OR ENFORCING ANY LIEN OR ENCUMBRANCE OF ANY KIND AGAINST SUCH ENTITIES OR THE PROPERTY OR ESTATE OF SUCH ENTITIES ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (4) ASSERTING ANY RIGHT OF SETOFF OR SUBROGATION OF ANY KIND AGAINST ANY OBLIGATION DUE FROM SUCH ENTITIES OR AGAINST THE PROPERTY OF SUCH ENTITIES; AND (5) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS RELEASED, SETTLED OR DISCHARGED PURSUANT TO THE PLAN.

10.7 *Reservation of Rights.*

The Plan shall have no force or effect unless and until the Effective Date occurs. Prior to the Effective Date, none of the filing of the Plan, any statement or provision contained in the Plan, or action taken by the Debtor with respect to the Plan, the Plan Supplement, or the Disclosure Statement, shall be, or shall be deemed to be, an admission or waiver of any rights of any Debtor or any other party, including the Released Parties, with respect to any Claims or Interests or any other matter.

ARTICLE XI.

RETENTION OF JURISDICTION

Pursuant to sections 105(c) and 1142 of the Bankruptcy Code and notwithstanding entry of the Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, the Bankruptcy Court shall retain exclusive jurisdiction (unless otherwise explicitly noted below), pursuant to 28 U.S.C. §§ 1334 and 157, over all matters arising in, arising under, or related to this chapter 11 case, the Plan, or the Confirmation Order, including jurisdiction to:

- (a) Allow, disallow, determine, liquidate, classify, estimate, or establish the priority or secured or unsecured status of any Claim or Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the allowance or priority of Claims or Interests;
- (b) Resolve any matters related to the assumption and assignment, or rejection, of any executory contract or unexpired lease to which the Debtor is party to or with respect to which the Debtor may be liable, and hear, determine, and, if necessary, liquidate, any Claims arising therefrom;
- (c) Determine any and all motions, adversary proceedings, applications, contested matters, or other litigated matters pending on the Effective Date;
- (d) Ensure that distributions to holders of Allowed Claims are accomplished pursuant to the terms of the Plan;
- (e) Adjudicate any and all disputes arising from or relating to distributions;
- (f) Enter, implement, or enforce such orders as may be necessary or appropriate to implement or consummate the provisions of the Plan and all contracts, instruments, releases, and other agreements or documents created in connection with the Plan or the Confirmation Order;
- (g) Enter, implement, or enforce such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, reversed, revoked, modified, or vacated, or distributions pursuant to the Plan are enjoined or stayed;

(h) Issue injunctions, enter and implement other orders, and take such other actions as may be necessary or appropriate to restrain interference by any Entity with the consummation, implementation, or enforcement of the Plan, the Confirmation Order, or any other order of the Bankruptcy Court;

(i) Modify the Plan before or after the Effective Date under section 1127 of the Bankruptcy Code or modify the Confirmation Order, or any contract, instrument, release, or other agreement or document created in connection with the Plan or the Confirmation Order, or remedy any defect or omission or reconcile any inconsistency in any Bankruptcy Court order, the Plan, the Disclosure Statement, the Confirmation Order, or any contract, instrument, release, or other agreement or document created in connection with the Plan or the Confirmation Order, in such manner as may be necessary or appropriate to consummate the Plan;

(j) Hear and determine any rights, Claims, or Causes of Action held or reserved by, or accruing to, the Debtor pursuant to the Bankruptcy Code, the Confirmation Order, or any other applicable law;

(k) Enforce all orders, judgments, injunctions, releases, exculpations, indemnifications, and rulings entered in connection with this chapter 11 case, and to hear and determine any disputes in connection therewith;

(l) Enforce the Settlement Order and the Settlement Agreement;

(m) Hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Settlement Order or the Settlement Agreement, the releases granted therein, the obligations contemplated therein, and any disputes of any kind that any party thereto asserts relating to the subject matter of the Settlement Agreement or the claims resolved thereby;

(n) Hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan or the Confirmation Order, any transactions contemplated thereby, or any agreement, instrument, or other document governing or relating to any of the foregoing, or the effect of the Plan under any agreement to which the Debtor or any affiliate thereof is party;

(o) Issue such orders as may be necessary or appropriate to aid in execution of the Plan or to maintain the integrity of the Plan following the Effective Date, to the extent authorized by section 1142 of the Bankruptcy Code;

(p) Determine such other matters and for such other purposes as may be provided in the Confirmation Order;

(q) Hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

(r) Enter and enforce any order for the sale or transfer of property pursuant to sections 363, 1123, or 1146(a) of the Bankruptcy Code, including the Confirmation Order;

(s) Hear and determine all disputes involving the existence, scope, and nature of the discharges, releases, or injunctions granted under the Plan and the Bankruptcy Code;

(t) Hear and determine any matters arising under or related to sections 1141 and 1145 of the Bankruptcy Code;

(u) Recover all assets of the Debtor and property of the Debtor's estate, wherever located;

(v) Enter a final decree closing this chapter 11 case; and

(w) Hear and determine any other matter not inconsistent with the Bankruptcy Code and title 28 of the United States Code.

ARTICLE XII.

MISCELLANEOUS PROVISIONS

12.1 *Exemption from Certain Transfer Taxes.*

To the fullest extent permitted by applicable law, any sale transactions consummated by the Debtor and approved by the Bankruptcy Court on and after the Confirmation Date through and including the Effective Date, including the sale to the Purchasing Entity pursuant to section 363(b) of the Bankruptcy Code and the Purchased Asset Allocation and the other transfers effectuated under the Plan, and any assumption, assignment, and/or sale by the Debtor of its interests in unexpired leases of non-residential real property or executory contracts pursuant to section 365(a) of the Bankruptcy Code, shall constitute a "transfer under a plan" within the purview of section 1146 of the Bankruptcy Code, and shall not be subject to any stamp, real estate transfer, mortgage recording, or other similar tax.

12.2 *Substantial Consummation.*

On the Effective Date, the Plan shall be deemed to be substantially consummated under sections 1101 and 1127(b) of the Bankruptcy Code.

12.3 *Amendments.*

(a) *Plan Modifications.* The Plan may be amended, modified, or supplemented by the Debtor in the manner provided for by section 1127 of the Bankruptcy Code or as otherwise permitted by law, without additional disclosure pursuant to section 1125 of the Bankruptcy Code, except as otherwise ordered by the Bankruptcy Court. In addition, after the Confirmation Date, so long as such action does not materially and adversely affect the treatment of holders of Allowed Claims and Allowed Interests pursuant to the Plan, the Plan Administrator may remedy any defect or omission or reconcile any inconsistencies in the Plan, the Plan Documents and/or the Confirmation Order, with respect to such matters as may be necessary to carry out the purposes and effects of the Plan, and any holder of a Claim or Interest that has accepted the Plan shall be deemed to have accepted the Plan as amended, modified, or supplemented.

(b) *Other Amendments.* Prior to the Effective Date, the Debtor may make appropriate technical adjustments and modifications to the Plan without further order or approval of the Bankruptcy Court; *provided, however*, that such technical adjustments and modifications do not adversely affect in a material way the treatment of holders of Allowed Claims or Allowed Interests under the Plan.

12.4 Revocation or Withdrawal of the Plan.

The Debtor reserves the right to revoke or withdraw the Plan prior to the Effective Date. If the Debtor revokes or withdraws the Plan prior to the Effective Date, or if the Effective Date does not occur, then: (a) the Plan shall be null and void in all respects; (b) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain any Claim or Interest or Class of Claims or Interests), assumption or rejection of executory contracts or leases effected by the Plan, and any document or agreement executed pursuant to the Plan shall be deemed null and void; and (c) nothing contained in the Plan shall (i) constitute a waiver or release of any Claims by or against, or any Interests in, the Debtor or any other Person, (ii) prejudice in any manner the rights of the Debtor or any other Person or (iii) constitute an admission of any sort by the Debtor or any other Person.

12.5 Severability.

If, prior to the entry of the Confirmation Order, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court, at the request of the Debtor, shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

12.6 Additional Documents.

On or before the Effective Date, the Debtor may enter into any agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan. The Debtor, the Reorganized Debtor, the Plan Administrator, the Purchasing Entity, and all holders of Claims or Interests receiving Plan distributions and all other parties in interest may, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan.

12.7 Governing Law.

Except to the extent the Bankruptcy Code or Bankruptcy Rules apply, and subject to the provisions of any contract, lease instrument, release, indenture, or other agreement or document entered into expressly in connection herewith, the rights and obligations arising

hereunder shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without giving effect to conflict of laws principles; *provided, however,* that governance matters relating to the Debtor, the Reorganized Debtor and the Purchasing Entity as applicable, shall be governed by the laws of the State of incorporation or formation thereof.

12.8 *Successors and Assigns.*

The rights, benefits, and obligations of any Person named or referred to in the Plan shall be binding upon, and shall inure to the benefit of, the heirs, executors, administrators, successors and/or assigns of such Person.

12.9 *Notices.*

After the Effective Date, any pleading, notice, or other document required by the Plan to be served on or delivered to:

The Debtor, shall be served on:

CCA Construction, Inc.
445 South Street, Suite 310
Morristown, New Jersey 07960

-and-

DEBEVOISE & PLIMPTON LLP
66 Hudson Boulevard
New York, New York 10001
Attn: M. Natasha Labovitz
E. Worenklein
Email: nlabovitz@debevoise.com
ejworenklein@debevosie.com

The Reorganized Debtor, shall be served on:

CCA Construction, Inc.
445 South Street, Suite 310
Morristown, New Jersey 07960

-and-

DEBEVOISE & PLIMPTON LLP
66 Hudson Boulevard
New York, New York 10001
Attn: M. Natasha Labovitz
E. Worenklein
Email: nlabovitz@debevoise.com
ejworenklein@debevosie.com

The Purchasing Entity, shall be served on:

CCA Institute, Inc.
445 South Street, Suite 310
Morristown, New Jersey 07960

-and-

DEBEVOISE & PLIMPTON LLP
66 Hudson Boulevard
New York, New York 10001
Attn: M. Natasha Labovitz
E. Worenklein
Email: nlabovitz@debevoise.com
ejworeklein@debevoise.com

12.10 Reservation of Rights.

Except as expressly set forth herein, the Plan shall have no force or effect unless the Bankruptcy Court shall enter the Confirmation Order. None of the filing of the Plan, any statement or provision contained herein, or the taking of any action by the Debtor with respect to the Plan shall be or shall be deemed to be, an admission or waiver of any rights of the Debtor with respect to any Claims or Interests prior to the Effective Date.

12.11 Waiver or Estoppel.

Each holder of a Claim or an Interest shall be deemed to have waived any right to assert any argument, including the right to argue that its Claim or Interest should be Allowed in a certain amount, in a certain priority, secured, or not subordinated by virtue of an agreement made with the Debtor or its counsel or any other Entity, if such agreement was not disclosed in the Plan, the Disclosure Statement, or papers filed with the Bankruptcy Court prior to the Confirmation Date.

12.12 Entire Agreement

Except as otherwise indicated, the Plan supersedes all previous and contemporaneous negotiations, promises, covenants, agreements, understandings and representations on such subjects, all of which have become merged and integrated into the Plan.

Dated: December 30, 2025
New York, NY.

Respectfully submitted,

CCA Construction, Inc.

By: /s/ Yan Wei
Yan Wei
Chairman and CEO

Exhibit B
Solicitation Procedures Order

Exhibit C
Liquidation Analysis

LIQUIDATION ANALYSIS

Introduction

Under the “best interests of creditors” test set forth in section 1129(a)(7) of the Bankruptcy Code, the Bankruptcy Court may not confirm a plan of reorganization unless the plan provides each holder of an allowed claim or interest that does not otherwise vote in favor of the plan with property of a value, as of the effective date of the plan, that is not less than the amount that such holder would receive or retain if the debtor were liquidated under chapter 7 of the Bankruptcy Code.

To demonstrate that the Plan satisfies the best interests of creditors test, the Debtor, with the assistance of its restructuring advisors, has prepared a hypothetical liquidation analysis (the “Liquidation Analysis”), which is based upon certain assumptions discussed in the Disclosure Statement and accompanying notes to the Liquidation Analysis.

The Liquidation Analysis sets forth an estimated recovery for Claims and Interests upon disposition of assets pursuant to a hypothetical chapter 7 liquidation. As illustrated by the Liquidation Analysis, holders of Claims in Classes 2 and 3 would receive a lower recovery in a hypothetical liquidation than they would under the Plan. Further, no holder of a Claim or Interest would receive or retain property under the Plan of a value that is less than such holder would receive in a chapter 7 liquidation. Accordingly, and as set forth in greater detail below, the Debtor believes that the Plan satisfies the “best interests of creditors” test set forth in section 1129(a)(7) of the Bankruptcy Code.

Statement of Limitations

The preparation of a liquidation analysis is an uncertain process involving the use of estimates and assumptions that, although considered reasonable by the Debtor based upon its business judgment and input from its advisors, are inherently subject to significant business, economic, and competitive risks, uncertainties, and contingencies, most of which are difficult to predict and many of which are beyond the control of the Debtor, its management, and its advisors. Inevitably, some assumptions in the Liquidation Analysis would not materialize in an actual chapter 7 liquidation, and unanticipated events and circumstances could materially affect the ultimate results in an actual chapter 7 liquidation. The Liquidation Analysis was prepared for the sole purpose of generating a reasonable, good faith estimate of the proceeds that would be generated, and the recoveries that would result, if the Debtor’s assets were liquidated in accordance with chapter 7 of the Bankruptcy Code. For the avoidance of doubt, the Liquidation Analysis assumes a liquidation of all assets of the Debtor’s estate, including the Debtor’s equity interests in, and intercompany claims against its subsidiaries and affiliates, and the monetization of such interests and claims; the Liquidation Analysis does not assume or reflect separate liquidation proceedings for any non-debtor subsidiary or affiliate. The Liquidation Analysis is not intended and should not be used for any other purpose. The underlying financial information in the Liquidation Analysis and values stated herein have not been subject to any review, compilation, or audit by any independent accounting firm. In addition, various liquidation decisions upon which certain assumptions are based are subject to change. As a result, the actual amount of claims against the Debtor’s estate could vary significantly from the estimates stated herein, depending on the nature and amount of claims asserted during the

pendency of the chapter 7 case. Similarly, the value of the Debtor's assets in a liquidation scenario is uncertain and could vary significantly from the values set forth in the Liquidation Analysis.

The Liquidation Analysis does not include estimates for: (i) the tax consequences, either foreign or domestic, that may be triggered upon the liquidation and sale of assets, or (ii) recoveries resulting from any potential preference, fraudulent transfer, or other litigation or avoidance actions. More specific assumptions are detailed in the notes below. ACCORDINGLY, NEITHER THE DEBTOR NOR ITS ADVISORS MAKE ANY REPRESENTATION OR WARRANTY THAT THE ACTUAL RESULTS OF A LIQUIDATION OF THE DEBTOR WOULD OR WOULD NOT, IN WHOLE OR IN PART, APPROXIMATE THE ESTIMATES AND ASSUMPTIONS REPRESENTED HEREIN. THE ACTUAL LIQUIDATION VALUE OF THE DEBTOR IS SPECULATIVE AND RESULTS COULD VARY MATERIALLY FROM ESTIMATES PROVIDED HEREIN.

In preparing the Liquidation Analysis, the Debtor's advisors estimated Allowed Claims based upon a review of filed proofs of claim and the Debtor's books and records to account for other known liabilities, as necessary, but have not completed a full claims analysis. In addition, the Liquidation Analysis includes estimates for Claims not currently asserted in the Chapter 11 Case, but which could be asserted and allowed in a chapter 7 liquidation, including unpaid chapter 11 Administrative Claims and chapter 7 administrative claims such as wind-down costs and trustee fees. To date, the Bankruptcy Court has not estimated or otherwise fixed the total amount of Allowed Claims used for purposes of preparing this Liquidation Analysis. Therefore, the estimate of Allowed Claims set forth in the Liquidation Analysis should not be relied on for any other purpose, including determining the value of any distribution to be made on account of Allowed Claims and Interests under the Plan. NOTHING CONTAINED IN THE LIQUIDATION ANALYSIS IS INTENDED TO BE OR CONSTITUTES A CONCESSION OR ADMISSION OF THE DEBTOR. THE ACTUAL AMOUNT OF ALLOWED CLAIMS IN THE CHAPTER 11 CASE COULD MATERIALLY DIFFER FROM THE ESTIMATED AMOUNTS SET FORTH IN THE LIQUIDATION ANALYSIS.

Basis of Presentation

The Liquidation Analysis has been prepared assuming that the Debtor converted its Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code on or about December 15, 2025 (the "Liquidation Date"). It is assumed that, on the Liquidation Date, the Bankruptcy Court would appoint a chapter 7 trustee (the "Trustee") to oversee the liquidation of the Debtor's estate, during which time all of the assets of the Debtor would be sold and the cash proceeds, net of liquidation-related costs, would then be distributed to creditors in accordance with applicable law. .

Unless stated otherwise, the Liquidation Analysis utilizes the book values of the Debtor's assets and liabilities as of October 31, 2025 as a starting point, or more recent values where available. The Debtor's management team believes that the October 31, 2025 book value of assets and certain liabilities are a reasonable proxy for such book values as of the Liquidation Date. This Liquidation Analysis assumes operations of the Debtor will cease on the Liquidation Date and any assets will be sold in a rapid sale under the direction of the Trustee, utilizing the Debtor's resources and third-party advisors, to allow for the wind down of the Debtor's estate. There can be no assurance that

the liquidation would be completed in a limited time frame, nor is there any assurance that the recoveries assigned to the assets would in fact be realized. Under section 704 of the Bankruptcy Code, the Trustee must, among other duties, collect and convert the property of the estate as expeditiously as possible (generally at distressed prices), consistent with the best interests of parties-in-interest. The Liquidation Analysis is also based on the assumption that certain accounting, treasury, IT, and other management services needed to wind down the estate continue, which costs will constitute chapter 7 administrative claims.

Conclusion

The Debtor has determined, as summarized in the following analysis, that confirmation of the Plan will provide creditors with a recovery that is not less than what they would otherwise receive in connection with a liquidation of the Debtor under chapter 7 of the Bankruptcy Code.

CCA Construction
 Liquidation Analysis
 As of 12/15/2025
 All figures shown in thousands

	Book Value As of 10/31/2025	%	Liquidation Value	
<u>Assets</u>				
Cash	\$ 1,297	0%	-	1
<u>Subsidiaries - Receivables + Net Book Equity</u>				
Plaza - Receivable	24,434			
Plaza - Net Book Equity	(8,831)			
Plaza Total	15,603	11%	1,710	2
CCA SC - Receivable	3,114			
CCA SC - Net Book Equity	4,568			
CCA SC Total	7,682	31%	2,385	3
Civil - Receivable	2,400			
Civil - Net Book Equity	33,565			
Civil Total	35,965	1%	490	4
Strategic Capital (Beijing) - Net Book Equity	(1,139)	0%	-	
Total Subsidiaries - Receivables + Net Book Equity	58,111	8%	4,586	
<u>Affiliates - Receivables</u>				
CCA Unibuy	2,896	0%	-	5
CCA Panama and Subsidiaries	7,851	100%	7,851	6
Strategic Real Estate	1,824	0%	-	7
CCA International	60,307	100%	60,307	8
Total Affiliates - Receivables	72,879		68,158	
Net PP&E	456	10%	46	9
Prepaid Expenses	1,207	0%	-	
Software in Progress	2,360	0%	-	
Other	556	0%	-	10

Total Cash Proceeds	\$ 136,866	53%	\$ 72,790
----------------------------	-------------------	------------	------------------

Liabilities

Wind-down / Liquidation Costs

Chapter 7 Trustee Fees	(2,184)	11
Professional Fees	(1,800)	11
Storage/Record Maintenance/Other	(250)	
Total	\$ (4,234)	

Cash Available to Admin and Priority Claims: **\$ 68,556**

Admin Claims	4,228	4,228	12
Priority Tax Claims	-	-	
		\$ 4,228	
<i>% Recovery</i>		100%	

Cash Available to Secured Claims: **\$ 64,328**

DIP Balance	33,637	\$ 33,637	13
<i>% Recovery</i>		100%	

Cash Available for General Unsecured Claims: **\$ 30,692**

Trade Claims	82	82	14
Litigation Claims	3,632	3,632	15
Surety Claims	360,866	360,866	16
Intercompany	124,805	124,805	17
Total General Unsecured Claims		\$ 489,386	
<i>% Recovery</i>		6%	

Notes:

- 1 All cash is assumed to be applied in full to satisfy chapter 7 administrative expenses and professional fees and, accordingly, is not available for distribution to other creditors.
- 2 Based on a valuation report dated September 25, 2025, prepared by BDO (the "CCA Valuation"), the estimated liquidation value attributable to Plaza reflects 50% of the low end of the estimated going-concern market value. Plaza NOLV is discounted based on the assumption of an orderly liquidation sale to a 3rd party buyer. As part of the sale, the buyer would inherit the working capital accounts at Plaza. CCA owns 100% of the equity of Plaza. The CCA intercompany receivable claim represents 20% of the unsecured claims at Plaza.

- 3 Based on the CCA Valuation, the estimated liquidation value attributable to CCA SC reflects 50% of the low end of the estimated going-concern market value. CCA SC NOLV is discounted based on the assumption of an orderly liquidation sale process to a 3rd party buyer. As part of the sale, the buyer would inherit the working capital accounts at CCA SC. CCA owns 100% of the equity of CCA SC. The CCA intercompany receivable claim represents 45% of the unsecured claims at CCA SC.
- 4 The CCA Valuation did not result in a positive going concern market value for Civil. The CCA Valuation included a litigation claim of \$41.6M currently on the balance sheet of Civil related to multiple completed projects.

For purposes of this Liquidation Analysis, recoveries attributable to such litigation claim are assumed to equal 25% of the stated claim amount. This assumption is based on market research into the sale of litigation claims, which indicates that (i) pre-litigation or pre-pleading stage claims are bought for ~10-25 cents on the dollar, and (ii) claims in active litigation (post-motion/in discovery) are bought for ~20-40 cents on the dollar. Civil's claims are currently in the early stages of active arbitration and litigation.

CCA owns 100% of the equity of Civil. The CCA intercompany receivable claim represents 5% of the unsecured claims at Civil.

- 5 CCA Unibuy has minimal operations and, as a result, is not assumed to have any realizable value in this Liquidation Analysis.
- 6 The estimated recovery attributable to CCA Panama is based on asserted change order and related claims arising from construction projects in Panama with certain governmental parties. These claims are subject to ongoing disputes. Recovery assumptions reflect amounts verbally agreed to by governmental counterparties.
The estimated recovery is subject to significant uncertainty in light of the need for governmental approvals and the inherent litigation and collection risks, and therefore actual recoveries, if any, may differ materially from the amounts assumed.
The CCA intercompany receivable claim represents 44% of the unsecured claims at CCA Panama Corp.
- 7 Based upon an analysis of Strategic Capital's (parent of Strategic Real Estate) balance sheet, liabilities exceed its assets as of 12/31/24 and 3/31/25. Therefore, the CCA \$1.8M receivable with Strategic Real Estate is assumed to have no value.
- 8 Based upon the valuation analyses of the two hotels owned by CCA Bahamas and its subsidiaries, the liquidation assumes 90% recovery of the hotels valued at \$335M (utilized valuation average). A buyer of the hotels would inherit the working capital accounts at each entity. The CCA intercompany receivable claim represents 26% of the unsecured claims at CCA International.
- 9 Assumes 10% of the book value of PP&E (office furniture, IT equipment and artwork).
- 10 Primarily includes receivables due from CSCEC Ltd.
- 11 Assumes Chapter 7 Trustee fees of 3% of total cash proceeds and professional fees of \$150k per month for 12 months.
- 12 Primarily represents accrued and unpaid post-petition professional fees (20% of September and October, 100% November through December).
- 13 Assumes \$33M which is current DIP balance as of 12/15/2025.

- 14 Estimated remaining unpaid trade creditors as filed and/or scheduled.
- 15 Litigation claim related to Marine Pointe East Developer against defendants CCA Construction, Inc. (Debtor), Plaza Construction Group Florida, LLC (Non-Debtor) and Baker Barrios Architects, Inc. The filed claim was listed as contingent and unliquidated.
- 16 Filed/schedules surety claims related to ongoing or closed construction projects. The filed/scheduled claims were listed as contingent and unliquidated. CCA Construction, Inc. is a named party on the surety bonds.
- 17 Represents pre-petition amounts owed to CSCEC Holding (CCA Parent and DIP Lender)