

UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF NEW JERSEY

In re:

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

Debtor.

Chapter 11

Case No. 24-22548 (CMG)

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CHAPTER 11 PLAN OF CCA CONSTRUCTION, INC.

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



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## 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:

<b>Class</b>	<b>Description</b>	<b>Impairment</b>	<b>Entitled to Vote</b>
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](mailto:nlabovitz@debevoise.com)  
[ejworenklein@debevosie.com](mailto: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](mailto:nlabovitz@debevoise.com)  
[ejworenklein@debevosie.com](mailto: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](mailto:nlabovitz@debevoise.com)  
[ejworeklein@debevoise.com](mailto: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