



Order Filed on January 7, 2026  
by Clerk  
U.S. Bankruptcy Court  
District of New Jersey

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

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

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

In re:

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

Debtor.

Case No. 24-22548 (CMG)

Chapter 11

Judge: Christine M. Gravelle

**DATED: January 7, 2026**

  
Honorable Christine M. Gravelle, Chief Judge  
United States Bankruptcy Judge

<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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**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**

The relief set forth on the following pages, numbered three (3) through fifteen (15), is hereby **ORDERED**.

Upon the *Debtor's Motion for Entry of an 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* (the "**Motion**");<sup>2</sup> and based on the record in these chapter 11 cases; and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, dated June 6, 2025 (Bumb, C.J.); and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and the Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and this Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that sufficient notice of the Motion has been given; and the Court having found that the relief requested in the Motion is in the best interests of the Debtor's estate, its creditors and other parties in interest; and the Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before the Court; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor;

**IT IS HEREBY FOUND THAT:**

A. The Debtor has all the necessary authority to propose and prosecute the Plan and the Disclosure Statement.

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

B. The Debtor has provided adequate notice of the Motion, and the time fixed for filing objections thereto, and no other or further notice need be provided with respect to the Motion.

C. The period, set forth below, during which the Debtor may solicit the Plan is a reasonable and adequate period of time under the circumstances for creditors entitled to vote to make an informed decision to accept or reject the Plan, including to make an informed decision to object to the Plan.

D. The notice substantially in the form attached hereto as **Exhibit 1** (the “**Confirmation Hearing Notice**”) and the procedures set forth below for providing such notice to known and unknown creditors and interest holders of the time, date and place of the combined hearing to consider final approval of the Disclosure Statement and confirmation of the Plan, and the contents of the Confirmation Hearing Notice comply with Bankruptcy Rules 2002 and 3017 and constitute sufficient notice to all interested parties.

E. The notice substantially in the form attached hereto as **Exhibit 2** (the “**Non-Voting Status Notice and Opt-Out Form**” and, together with the Confirmation Hearing Notice, the “**Non-Voting Notices**”), the procedures set forth below for providing such notice to holders of Claims or Interests in the Non-Voting Classes of their non-voting status, and the content of the Non-Voting Notices, comply with the requirements of the Bankruptcy Code and are appropriate for the Non-Voting Classes who are deemed to accept or reject the Plan.

F. The procedures for solicitation and tabulation of votes to accept or reject the Plan (as more fully set out in the Motion and in this Order below) provide for a fair and equitable process and are consistent with the section 1126 of the Bankruptcy Code. The form of the Ballot attached hereto as **Exhibit 3** is sufficiently consistent with Official Form No. 314, adequately

addresses the particular needs of this chapter 11 case, and is appropriate for the Voting Classes to vote to accept or reject the Plan.

**NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

1. The Motion is **GRANTED** to the extent set forth herein.
2. The Disclosure Statement is approved on an interim basis under section 1125 of the Bankruptcy Code and Bankruptcy Rule 3017. Any objections to the adequacy of the information contained in the Disclosure Statement are expressly reserved for consideration at the Confirmation Hearing.
3. The Confirmation Schedule is approved in its entirety as follows:

| EVENT  | DATE  |
|--|---|
| Solicitation Deadline  | January 9, 2026   |
| Publication Deadline   | Three (3) business days following entry of this Interim Approval and Procedures Order (or as soon as reasonably practicable thereafter) |
| Deadline to File Plan Supplement   | January 29, 2026  |
| Deadline to Object to final approval of the Disclosure Statement and Confirmation of the Plan              | February 6, 2026, at 4:00 p.m. prevailing Eastern Time  |
| Voting Deadline  | February 6, 2026, at 4:00 p.m. prevailing Eastern Time  |
| Deadline to File Certification of Balloting  | February 8, 2026  |
| Deadline for Debtor to File Confirmation Brief and/or Reply to any Plan or Disclosure Statement Objections | February 9, 2026  |
| Combined Hearing on Final Approval of the Disclosure Statement and Confirmation of the Plan                | February 11, 2026, at 10:00 a.m. prevailing Eastern Time  |

4. The combined hearing on approval of the adequacy of the Disclosure Statement on a final basis and confirmation of the Plan is scheduled for **February 11, 2026, at 10:00 a.m. prevailing Eastern Time** (the “**Confirmation Hearing**”). The deadline to file objections to the adequacy of the Disclosure Statement and confirmation of the Plan is **February 6, 2026, at 4:00 p.m. prevailing Eastern Time** (the “**Objection Deadline**”). The Confirmation Hearing may be

continued from time to time by the Court or the Debtor without further notice other than adjournments announced in open court.

5. The deadline for the Debtor to file the Certification of Balloting is **February 8, 2026** (or as soon as reasonably practicable thereafter).

6. The Deadline for the Debtor (and other parties in support of the Plan) to file a brief in support of confirmation of the Plan and/or a reply to any objections to the final approval of the Disclosure Statement and Confirmation of the Plan is **February 9, 2026**.

7. Objections to the adequacy of the Disclosure Statement and confirmation of the Plan, if any, must:

- a. be in writing;
- b. conform to the Bankruptcy Rules and Local Rules;
- c. state the name and address of the objecting party and the amount and nature of the Claim or Interest of such entity;
- d. state with particularity the basis and nature of any objection to the Disclosure Statement, the Plan and, if practicable, a proposed modification to the Plan that would resolve such objection; and
- e. be filed, together with a proof of service, with the Court and served on the following parties: (i) counsel to the Debtor (A) Debevoise and Plimpton LLC, 66 Hudson Blvd., New York, New York 10001 (Attn: Natasha Labovitz, Erica S. Weisgerber, Elie J. Worenklein, and Chris Ceresa) and (B) Cole Schotz P.C., 25 Main Street, Hackensack, New Jersey 07601 (Attn: Michael D. Sirota, Warren A. Usatine, Felice R. Yudkin, and Ryan T. Jareck); (ii) the Office of the United States Trustee, One Newark Center, 1085 Raymond Boulevard, Suite 2100, Newark, New Jersey 07102 (Attn: Fran B. Steele, Esq. and Savanna Bierne, Esq.); and (iii) counsel for the DIP Lender, Lowenstein Sandler LLP, One Lowenstein Drive, Roseland, New Jersey 07068 (Attn: Andrew Behlmann, Michael A. Kaplan, Colleen M. Restel, Rasmeet K. Chahil, and Jeffrey L. Cohen).

8. The Confirmation Hearing Notice, in substantially the form attached hereto as **Exhibit 1**, complies with the requirements of Bankruptcy Rules 2002(b), 2002(d), and 3017(d) and is approved in all respects. The Confirmation Hearing Notice shall be served upon the Debtor's

creditors and all parties requesting notice pursuant to Bankruptcy Rule 2002 on or before **January 9, 2026**, or as soon as reasonably practicable thereafter.

9. The Non-Voting Notices, substantially in the form attached hereto as **Exhibit B**, are hereby approved in all respects. The Non-Voting Notices shall be served upon all holders of Claims or Interests in the Non-Voting Classes (Classes 1 and 3) on or before **January 9, 2026**, or as soon as reasonably practicable thereafter.

10. The Debtor shall transmit (by paper mailing or, in the case of the Disclosure Statement and this Interim Approval and Procedures Order, via flash drive in PDF format or an appropriate website link at the Debtor's discretion) to holders of Claims in the Voting Class (Class 2), on or before the Solicitation Deadline, a package of solicitation materials (the "**Solicitation Package**") containing, (a) a cover letter describing the contents of the Solicitation Package, (b) the Disclosure Statement (and exhibits thereto, including the Plan), (c) this Interim Approval and Procedures Order (without exhibits), (d) the Confirmation Hearing Notice, (e) the Ballot, including voting instructions, and (f) a Business Reply Envelope.

11. As part of the Solicitation Package, the Debtor shall distribute to creditors entitled to vote on the Plan the ballot based on Official Form No. 314, modified to address the particular circumstances of this chapter 11 case and to include certain additional information that the Debtor believes to be relevant and appropriate for the Voting Class to vote to accept or reject the Plan. The form of Ballot attached hereto as **Exhibit 3** is hereby approved.

12. The deadline to submit Ballots to accept or reject the Plan or an Opt-Out Form, as applicable, shall be **February 6, 2026, at 4:00 p.m. prevailing Eastern Time** for holders of Claims and Interests in the Voting Class and Non-Voting Classes (the "**Voting Deadline**").

13. Ballots shall be transmitted by mail, as part of the Solicitation Package, to the record holders of claims in the Voting Class. All other holders of Claims or Interests will not be provided with a Ballot because such holders either are unimpaired or impaired and presumed to accept or reject, respectively, the Plan under section 1126(f) of the Bankruptcy Code. Such non-voting holders will receive the Non-Voting Notices.

14. The procedures set forth in the Motion for effectively casting a Ballot and exercising an Opt-Out Form are hereby approved in their entirety. In order to cast a Ballot or exercise an Opt-Out Form, parties must fully complete and execute the Ballot or Opt-Out Form, as applicable, and return it by first class mail, over-night courier, or hand-delivery (or via the online portal, as described below) so as to be received by the Debtor's noticing, claims and administrative agent, Kurtzman Carson Consultants, LLC dba Verita Global (the "**Balloting Agent**") at the address set forth in the Ballot on or before the Voting Deadline.

15. Alternatively, parties may submit on or before the applicable Voting Deadline (i) a Ballot via electronic online transmission solely through the online portal on the Debtor's case website, at <https://www.veritaglobal.net/ccaconstruction>, and clicking "Submit E-Ballot" (or similar link) on the left side of the homepage and following the instructions (the "**Balloting Portal**") and follow the instructions, and (ii) an Opt-Out Form via electronic online transmission solely through the online portal on the Debtor's case website at <https://www.veritaglobal.net/ccaconstruction>, and clicking "Submit Opt-Out" (or similar link) on the left side of the homepage and following the instructions (the "**Opt-Out Portal**"). Parties submitting a Ballot or Opt-Out Form via the online portals must not submit a Ballot or Opt-Out Form by mail.

16. Ballots and Opt-Out Forms otherwise sent by facsimile, telecopy, or electronic submissions (other than through the online portal) will not be accepted. Only properly completed, executed, and timely submitted Ballots and Opt-Out Forms will be accepted.

17. The following Ballots and Opt-Out Forms, as applicable, will not be counted or considered for any purpose in determining whether the Plan has been accepted or rejected and/or the Opt-Out Form exercised:

- a. any Ballot or Opt-Out Form received after the applicable Voting Deadline (as may be extended by the Debtor as provided herein);
- b. any Ballot or Opt-Out Form that is illegible or contains insufficient information to permit the identification of the claimant;
- c. any Ballot cast by a person or entity that does not hold a claim in a class that is entitled to vote to accept or reject the Plan;
- d. any Ballot that indicates neither an acceptance nor a rejection, or indicates both an acceptance and rejection, of the Plan;
- e. any Ballot that casts part of its vote in the same class to accept the Plan and part to reject the Plan;
- f. any form of Ballot or Opt-Out Form other than the form sent by the Balloting Agent, or a copy thereof;
- g. any Ballot received that the Balloting Agent cannot match to an existing database record;
- h. any Ballot or Opt-Out Form that does not contain an original signature<sup>3</sup>;
- i. any Ballot or Opt-Out Form that is submitted by facsimile, email, or by other electronic means (other than through the online portal); or
- j. any Ballot or Opt-Out Form sent to the Debtor's professionals or to Verita at any address other than the official address set forth on the Ballot.

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<sup>3</sup> For the avoidance of doubt, any Ballot or Opt-Out Form submitted online, through the applicable portal in accordance with the instructions therein, will be deemed to contain an original signature.

18. Subject to any contrary order of the Court and except as otherwise set forth herein, the Debtor may waive any defects or irregularities as to any particular Ballot or Opt-Out Form at any time, either before or after the Voting Deadline, and any such waivers shall be documented in the Certification of Balloting prepared by the Balloting Agent.

19. The following hierarchy shall be used for purposes of determining the amount of a claim used to calculate acceptance or rejection of the Plan under section 1126 of the Bankruptcy Code, and the following conditions for purposes of determining the voting amounts and/or classifications shall apply, to the extent such Claim is not withdrawn or otherwise satisfied:

- a. if a Claim is deemed Allowed under the Plan, an order of the Court or a stipulated agreement between the parties, such Claim will be temporarily allowed for voting purposes in the deemed allowed amount set forth therein;
- b. if a Claim for which a Proof of Claim has been timely filed for unknown or undetermined amounts, or is wholly unliquidated, or contingent (as determined on the face of the Claim or after a reasonable review of the supporting documentation by the Balloting Agent) and such Claim has not been Allowed, such Claim shall be temporarily allowed for voting purposes only, and not for purposes of allowance or distribution, at \$1.00;
- c. if a Claim, for which a Proof of Claim was timely filed, is listed as contingent, unliquidated or disputed in part, such Claim is temporarily allowed in the amount that is liquidated, non-contingent, and undisputed for voting purposes only, and not for purposes of allowance or distribution;
- d. if a Claim for which a Proof of Claim was timely filed or was listed in the Debtor's filed Schedules in an amount that is liquidated, non-contingent, and undisputed, such Claim is allowed for voting in the amount set forth on the Proof of Claim or the Debtor's filed Schedules;
- e. if a Claim has been estimated or otherwise allowed for voting purposes by order of the Court, such Claim is temporarily allowed in the amount so estimated or allowed by the Court for voting purposes only, and not for purposes of allowance or distribution;
- f. if a Claim is listed in the Debtor's Schedules as contingent, unliquidated, disputed or for \$0.00 and a Proof of Claim was not (i) filed by the applicable bar date for the filing of Proofs of Claim established by the Court; or (ii) deemed timely filed by an order of the Court before the Voting Deadline; such Claim shall be disallowed for voting purposes; provided,

however, if the applicable bar date has not yet passed, such Claim shall be entitled to vote at \$1.00;

- g. Proofs of Claim filed for \$0.00 are not entitled to vote;
- h. if the Debtor has filed an objection or request for estimation as to a Claim at least fourteen (14) days before the Voting Deadline, such Claim is temporarily disallowed for voting purposes only and not for purposes of allowance or distribution, except to the extent and in the manner as may be set forth in such objection, or as ordered by the Court before the Voting Deadline;
- i. for purposes of the numerosity requirement of section 1126(c) of the Bankruptcy Code separate Claims held by a single creditor in a particular Class shall be aggregated as if such creditor held one Claim against the Debtor in such Class, and the votes related to such Claims shall be treated as a single vote to accept or reject the Plan;
- j. notwithstanding anything to the contrary contained herein, any creditor who has filed or purchased duplicate Claims within the same Voting Class shall be provided with only one Solicitation Package and one Ballot for voting a single Claim in such Class, regardless of whether the Debtor has objected to such duplicate Claims; and
- k. If a Proof of Claim has been amended by a later Proof of Claim that is filed on or before the Record Date, the later filed amended Claim shall be entitled to vote in a manner consistent with these tabulation rules, and the earlier filed Claim shall be disallowed for voting purposes, regardless of whether the Debtor has objected to such amended Claim. Except as otherwise ordered by the Court, any amendments to Proof of Claim after the Record Date shall not be considered for purposes of these tabulation rules.

20. The record date for determining which holders of Claims and Interests are to be served with the Solicitation Package and the Non-Voting Notices shall be July 31, 2025 (the “**Record Date**”).

21. The Debtor shall submit by the Publication Deadline a form of the Confirmation Hearing Notice (modified as necessary) for publication on one occasion in the national edition of *The New York Times*, *The Wall Street Journal*, or *USA Today*.

22. With the exception of those entities in the Voting Class and Non-Voting Classes, the Debtor shall mail only the Confirmation Hearing Notice to other holders of Claims and

Interests, all parties requesting notice pursuant to Bankruptcy Rule 2002, and any other parties on the creditor matrix, shall not be required to mail any Plan Documents to such entities. Instead, the Debtor is authorized to provide in the Confirmation Hearing Notice directions for such parties to obtain electronic copies of the Plan Documents from the Balloting Agent.

23. To the extent Claims in the Voting Class are subject to an objection other than a “reduce and allow” objection that is filed with the Court on or before fourteen (14) days before the Voting Deadline, the holder of such Claims shall not be entitled to vote to accept or reject the Plan unless one or more of the following has occurred no later than two (2) days before the Voting Deadline (each, a “**Resolution Event**”):

- a. an order of the Bankruptcy Court is entered allowing such Claim pursuant to section 502(b) of the Bankruptcy Code, after notice and a hearing;
- b. an order of the Bankruptcy Court is entered temporarily allowing such Claim for voting purposes only pursuant to Bankruptcy Rule 3018(a), after notice and a hearing;
- c. a stipulation or other agreement is executed between the holder of such Claim and the Debtor resolving the objection and allowing such Claim in an agreed upon amount; or
- d. the pending objection is voluntarily withdrawn by the objecting party.

24. The holder of Claims in the Voting Class that are subject to a pending objection on a “reduce and allow” basis shall be entitled to vote on account of such Claim in the reduced amount contained in such objection.

25. The Solicitation Procedures are hereby approved in their entirety, provided that the Debtor reserves the right to amend or supplement the Solicitation Procedures and related documents to better facilitate the confirmation process.

26. The Solicitation Procedures for service of the Solicitation Package and the Notices set forth in the Motion satisfy the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

27. The Debtor is authorized to make non-material changes to the Disclosure Statement, Plan, Solicitation Procedures, Non-Voting Notices, Ballot, Confirmation Hearing Notice, Publication Notice, and related papers and pleadings without further order of the Court, including, without limitation, changes to correct typographical and grammatical errors and to make conforming changes among the foregoing documents before providing service thereof.

28. The Debtor is hereby authorized to take any action necessary or appropriate to implement the terms of, and the relief granted in, this Order without seeking further order of the Court.

29. The terms and conditions of this Order shall be immediately effective and enforceable upon entry of this order.

30. The Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation of this order.

**EXHIBIT 1 TO ORDER**

**Confirmation Hearing Notice**

UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF NEW JERSEY

In re:

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

Debtor.

Chapter 11

Case No. 24-22548 (CMG)

**NOTICE OF (A) INTERIM APPROVAL OF  
THE DISCLOSURE STATEMENT AND (B) COMBINED HEARING  
TO CONSIDER FINAL APPROVAL OF THE DISCLOSURE STATEMENT AND  
CONFIRMATION OF THE PLAN AND THE OBJECTION DEADLINE RELATED THERETO**

TO ALL PARTIES IN INTEREST, PLEASE TAKE NOTICE THAT:

1. **Filing of the Disclosure Statement and Plan.** On December [•], 2025, the above-captioned debtor and debtor in possession (the “Debtor”) filed the *Disclosure Statement for the Chapter 11 Plan of CCA Construction, Inc.* [Docket No. [•]] (as amended from time to time and including all exhibits and supplements thereto, the “Disclosure Statement”) and the *Chapter 11 Plan of CCA Construction, Inc.* [Docket No. [•]] (as may be amended, supplemented or modified, including all exhibits thereto, the “Plan”).<sup>2</sup>
2. **Interim Bankruptcy Court Approval of the Disclosure Statement and the Notice Procedures.** On January [•], 2026, the United States Bankruptcy Court for the District of New Jersey (the “Bankruptcy Court”) entered an order [Docket No. [•]] (the “Interim Approval and Procedures Order”) approving, among other things, the Disclosure Statement on an interim basis and authorizing the Debtor to provide notice of their intent to seek confirmation of the Plan pursuant to certain procedures set forth therein, including the solicitation of votes to accept or reject the Plan. The Bankruptcy Court’s interim approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court.
3. **The Combined Hearing.** A combined hearing to consider final approval of the Disclosure Statement and confirm the Plan (the “Combined Hearing”) will commence on **February 11, 2026, at 10:00 a.m. prevailing Eastern Time** before the Honorable Christine M. Gravelle, United States Bankruptcy Judge, in Courtroom 3 of the United States Bankruptcy Court for the District of New Jersey, 402 East State Street, Trenton, New Jersey 08608. Please be advised that the Combined Hearing may be continued from time to time by the Bankruptcy Court or the Debtor without further notice other than by such adjournment being announced in open court or by a notice of adjournment filed with the Bankruptcy Court and served on parties entitled to notice under Bankruptcy Rule 2002 and the Local Rules or otherwise. In accordance with the Plan, the Plan

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

<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meanings given to them in the Plan or Disclosure Statement, as applicable. The statements contained herein are summaries of the provisions contained in the Plan and Disclosure Statement and do not purport to be precise or complete statements of all the terms and provisions of the Plan or documents referred therein. If there is a discrepancy between the terms herein and the Plan or Disclosure Statement, the Plan or Disclosure Statement, as applicable, shall govern and control. For a more detailed description of the Plan, please refer to the Disclosure Statement.

may be modified, if necessary, before, during, or as a result of the Combined Hearing by further action of the Debtor and without further notice to or action, order, or approval of the Bankruptcy Court or any other Entity.

4. **Objections to Final Approval of the Disclosure Statement and Confirmation of the Plan.** The Bankruptcy Court has established **February 6, 2026, at 4:00 p.m. prevailing Eastern Time**, as the last date and time for filing and serving objections to the adequacy of the information in the Disclosure Statement and to confirmation of the Plan (the “Objection Deadline”). Any objection to the final approval of the Disclosure Statement and confirmation of the Plan must (a) be in writing, (b) conform to the Bankruptcy Rules and the Local Rules, (c) state the name and address of the objecting party and the amount and nature of the Claim or Interest of such Entity, (d) state with particularity the basis and nature of any objection to the Disclosure Statement, the Plan and, if practicable, a proposed modification to the Plan that would resolve such objection, and (e) be filed with the Clerk of the Bankruptcy Court for the District of New Jersey, Clarkson S. Fisher U.S. Courthouse, 402 East State Street, Trenton, NJ 08608, and served on the following:

(i) counsel to the Debtor (A) Debevoise and Plimpton LLC, 66 Hudson Blvd., New York, New York 10001 (Attn: Natasha Labovitz, Erica S. Weisgerber, Elie J. Worenklein, and Chris Ceresa) and (B) Cole Schotz P.C., 25 Main Street, Hackensack, New Jersey 07601 (Attn: Michael D. Sirota, Warren A. Usatine, Felice R. Yudkin, and Ryan T. Jareck); (ii) the Office of the United States Trustee, One Newark Center, 1085 Raymond Boulevard, Suite 2100, Newark, New Jersey 07102 (Attn: Fran B. Steele, Esq. and Savanna Bierne, Esq.); and (iii) counsel for the DIP Lender, Lowenstein Sandler LLP, One Lowenstein Drive, Roseland, New Jersey 07068 (Attn: Andrew Behlmann, Michael A. Kaplan, Colleen M. Restel, Rasmeet K. Chahil, and Jeffrey L. Cohen), with proof of service of such objection filed when and as required under the Local Rules of the Bankruptcy Court.

5. The following chart summarizes the classification and treatment of Claims and Interests under the Plan:

| <u>Claim/Equity Interest</u>       | <u>Estimated Midpoint<br/>Amount of Asserted<br/>Claims<sup>3</sup></u> | <u>Treatment</u>              | <u>Estimated Recovery</u>                                    |
|------------------------------------|---|-------------------------------|--|
| Priority Non-Tax Claims (Class 1)  | \$500   | Unimpaired – Deemed to Accept | Est. Recovery Percentage: 100%<br>Form of Recovery: Cash     |
| General Unsecured Claims (Class 2) | \$489,385,500   | Impaired                      | Est. Recovery Percentage: 100%<br>Form of Recovery: Cash     |
| Interests (Class 3)                | N/A   | Impaired – Deemed to Reject   | Estimated Recovery Percentage: 0%<br>Form of Recovery: None. |

6. **Voting Procedures.** Holders of Class 2 Claims **known as of July 31, 2025** are entitled to vote to accept or reject the Plan. If you hold such a Claim, you will receive a solicitation package which shall include, among other things, a copy of (i) this Notice, (ii) the Plan (in hard copy paper format, or on a flash drive in PDF format or with the appropriate website link at the Debtor’s discretion), (iii) the Disclosure Statement (in hard copy paper format, or on a flash drive in PDF format or with the appropriate website link at the Debtor’s discretion), and (iv) a ballot. Please review the ballot and the instructions included therewith for how to vote on the Plan. Failure to follow the voting instructions may disqualify your vote. Please be advised that the holders of Class 2 Claims are the only holders of Claims or Interests that are entitled to vote on the Plan.
7. **Voting Deadline.** The deadline to vote on the Plan and/or to determine whether to exercise an election on the Opt-Out Form, as applicable, is **February 6, 2026, at 4:00 p.m. prevailing Eastern Time** for holders of

<sup>3</sup> The amounts reflected herein represent the aggregate asserted amounts of Claims based on filed proofs of claim and scheduled claims, and do not necessarily reflect Allowed amounts. The Debtor has not completed its Claims reconciliation process. Certain Claims included in these totals may be contingent, unliquidated, disputed, or intercompany, and may ultimately be allowed in amounts materially different from those shown, or not allowed at all. These amounts are presented for illustrative purposes only to reflect the face amounts asserted for solicitation and voting purposes. The Debtor reserves all rights to object to any claim and to amend these amounts based on further review of proofs of Claim, the Debtor’s books and records, and other known liabilities.

Claims or Interests in the Voting Class and Non-Voting Classes. The Debtor's notice, claims, and balloting agent, Kurtzman Carson Consultants, LLC dba Verita Global (the "Balloting Agent" or "Verita"), must receive your ballot with an original signature by the Voting Deadline, otherwise your vote will not be counted. In order for your Ballot to count, unless voting through Verita's online portal (as described on each Ballot), you must (1) properly complete, date, and execute the Ballot and (2) deliver the Ballot by (a) first class mail, in the return envelope provided with each Ballot; (b) overnight courier; or (c) hand-delivery so that such Ballot is actually received by the Balloting Agent on or before the Voting Deadline.

8. **Directions to Obtain the Plan Documents and Make Inquiries.** If you have not received copies of the Plan, the Disclosure Statement, the Interim Approval and Procedures Order (the "Plan Documents") and wish to obtain copies of the same, you may do so by: (a) accessing the Debtor's chapter 11 case website at <https://www.veritaglobal.net/ccaconstruction>; (b) writing to Verita at CCA Construction, Inc., c/o KCC dba Verita, 222 N Pacific Coast Highway, Suite 300, El Segundo, CA 90245 (c) calling Verita at (866) 506-4002 (Domestic) or +1 (781) 575-2094 (International); (iv) emailing Verita at [ccainfo@veritaglobal.com](mailto:ccainfo@veritaglobal.com) with a reference to "CCA Construction, Inc." in the subject line; and/or (v) visiting (for a fee) PACER at <http://www.njb.uscourts.gov>.
9. **Settlement, Release, Exculpation, and Injunction Language in the Plan.** Please be advised that the Plan, as proposed, contains the following exculpation, releases, and injunction provisions:

Releases by the Debtor – Article 10.4(a) of the Plan

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 ARTICLE 10.4(A) OF THE PLAN 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 ARTICLE 10.4(A) OF THE PLAN 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 ARTICLE 10.4(A) OF THE PLAN 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.

Consensual Releases by Holders of Claims and Interests (Third-Party Release) – Article 10.4(b) of the Plan

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 ARTICLE 10.4(B) OF THE PLAN 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.

Exculpation and Limitation of Liability – Article 10.5 of the Plan

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.

Injunction – Article 10.6 of the Plan

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 OF THE PLAN, 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 OF THE PLAN.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN OR FOR DISTRIBUTIONS REQUIRED TO BE PAID OR DELIVERED PURSUANT TO THE PLAN, ALL ENTITIES WHO HAVE HELD, HOLD OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED PURSUANT TO SECTION 10.3 OR ARE SUBJECT TO EXCULPATION PURSUANT TO SECTION 10.4 OF THE PLAN, 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 OF 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.

YOU ARE ADVISED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE RELEASES, EXCULPATION, AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.

Dated: January [•], 2026

*/s/ DRAFT*

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**COLE SCHOTZ P.C.**

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**EXHIBIT 2 TO ORDER**

**Non-Voting Status Notice and Opt-Out Form**

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

In re:

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

Debtor.

Chapter 11

Case No. 24-22548 (CMG)

**NOTICE OF NON-VOTING STATUS AND OPT-OUT FORM  
TO HOLDERS OR POTENTIAL HOLDERS OF UNIMPAIRED OR IMPAIRED CLAIMS  
OR INTERESTS CONCLUSIVELY PRESUMED TO ACCEPT OR REJECT THE PLAN**

**PLEASE TAKE NOTICE THAT** on December [•], 2025, the above-captioned debtor and debtor-in-possession (the “Debtor”) filed the *Disclosure Statement for the Chapter 11 Plan of CCA Construction, Inc.* [Docket No. [•]] (as amended from time to time and including all exhibits and supplements thereto, the “Disclosure Statement”) and the *Chapter 11 Plan of CCA Construction, Inc.* [Docket No. [•]] (as may be amended, supplemented or modified, including all exhibits thereto, the “Plan”).<sup>2</sup>

**PLEASE TAKE NOTICE THAT** on January [•], 2026, the United States Bankruptcy Court for the District of New Jersey (the “Bankruptcy Court”) entered an order [Docket No. [•]] (the “Interim Approval and Procedures Order”) approving, among other things, the Disclosure Statement on an interim basis and authorizing the Debtor to provide notice of their intent to seek confirmation of the Plan pursuant to certain procedures set forth therein, including the solicitation of votes to accept or reject the Plan. The Bankruptcy Court’s interim approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court.

**PLEASE TAKE FURTHER NOTICE THAT** you are a holder or potential holder of a Claim or Interest against the Debtor that is **not** entitled to vote on the Plan due to the nature and treatment of such Claim or Interest under the Plan. Specifically, a holder of a Claim or Interest in a class that is not Impaired or is Impaired under the Plan is conclusively presumed to have accepted or rejected the Plan pursuant to section 1126(f) of the Bankruptcy Code and is **not** entitled to vote on the Plan.

**PLEASE TAKE FURTHER NOTICE THAT** a combined hearing to consider final approval of the Disclosure Statement and confirm the Plan (the “Combined Hearing”) will commence on **February [•], 2026, at [•]:[•] [a/p].m. prevailing Eastern Time** before the Honorable Christine M. Gravelle, United States Bankruptcy Judge, in Courtroom 3 of the United States Bankruptcy Court for the District of New Jersey, 402 East State Street, Trenton, New Jersey 08608. Please be advised that the Combined Hearing may be continued from time to time by the Bankruptcy Court or the Debtor without further notice other than by such adjournment being announced in open court or by a notice of adjournment filed with the Bankruptcy Court and served on parties entitled to notice under Bankruptcy Rule 2002 and the Local Rules or otherwise. In accordance with the Plan, the Plan may be modified, if

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

<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meanings given to them in the Plan or Disclosure Statement, as applicable. The statements contained herein are summaries of the provisions contained in the Plan and Disclosure Statement and do not purport to be precise or complete statements of all the terms and provisions of the Plan or documents referred therein. If there is a discrepancy between the terms herein and the Plan or Disclosure Statement, the Plan or Disclosure Statement, as applicable, shall govern and control. For a more detailed description of the Plan, please refer to the Disclosure Statement.

necessary, before, during, or as a result of the Combined Hearing by further action of the Debtor and without further notice to or action, order, or approval of the Bankruptcy Court or any other Entity.

**PLEASE TAKE FURTHER NOTICE THAT** the Bankruptcy Court has established **February 6, 2026, at 4:00 p.m. prevailing Eastern Time**, as the last date and time for filing and serving objections to the adequacy of the information in the Disclosure Statement and to confirmation of the Plan (the “Objection Deadline”). Any objection to the final approval of the Disclosure Statement and confirmation of the Plan must (a) be in writing, (b) conform to the Bankruptcy Rules and the Local Rules, (c) state the name and address of the objecting party and the amount and nature of the Claim or Interest of such Entity, (d) state with particularity the basis and nature of any objection to the Disclosure Statement, the Plan and, if practicable, a proposed modification to the Plan that would resolve such objection, and (e) be filed with the Clerk of the Bankruptcy Court for the District of New Jersey, Martin Luther King Jr. Building, 50 Walnut Street, Newark, New Jersey 07102, and served on the following: (i) counsel to the Debtor (A) Debevoise and Plimpton LLC, 66 Hudson Blvd., New York, New York 10001 (Attn: Natasha Labovitz, Erica S. Weisgerber, Elie J. Worenklein, and Chris Ceresa) and (B) Cole Schotz P.C., 25 Main Street, Hackensack, New Jersey 07601 (Attn: Michael D. Sirota, Warren A. Usatine, Felice R. Yudkin, and Ryan T. Jareck); (ii) the Office of the United States Trustee, One Newark Center, 1085 Raymond Boulevard, Suite 2100, Newark, New Jersey 07102 (Attn: Fran B. Steele and Savanna Bierne, Esq.); and (iii) counsel for the DIP Lender, Lowenstein Sandler LLP, One Lowenstein Drive, Roseland, New Jersey 07068 (Attn: Andrew Behlmann, Michael A. Kaplan, Colleen M. Restel, Rasmeet K. Chahil, and Jeffrey L. Cohen), with proof of service of such objection filed when and as required under the Local Rules of the Bankruptcy Court.

**PLEASE TAKE FURTHER NOTICE THAT** the Debtor’s Disclosure Statement, the Interim Approval and Procedures Order, the Plan, and the other documents and materials included in the Solicitation Package except Ballots may be obtained by any of the following means: (a) accessing the Debtor’s chapter 11 case website at <https://www.veritaglobal.net/ccaconstruction>; (b) writing to Verita at CCA Construction, Inc., c/o KCC dba Verita, 222 N Pacific Coast Highway, Suite 300, El Segundo, CA 90245 (c) calling Verita at (866) 506-4002 (Domestic) or +1 (781) 575-2094 (International); (d) emailing Verita at [ccainfo@veritaglobal.com](mailto:ccainfo@veritaglobal.com) with a reference to “CCA Construction, Inc.” in the subject line; and/or (e) visiting (for a fee) PACER at <http://www.njb.uscourts.gov>.

The following chart summarizes the classification and treatment of Claims and Interests under the Plan:

| <u>Claim/Equity Interest</u>          | <u>Estimated Midpoint<br/>Amount of Asserted<br/>Claims<sup>3</sup></u> | <u>Treatment</u>                 | <u>Estimated Recovery</u>                                    |
|---------------------------------------|---|----------------------------------|--|
| Priority Non-Tax Claims<br>(Class 1)  | \$500   | Unimpaired –<br>Deemed to Accept | Est. Recovery Percentage: 100%<br>Form of Recovery: Cash     |
| General Unsecured Claims<br>(Class 2) | \$489,385,500   | Impaired                         | Est. Recovery Percentage: 100%<br>Form of Recovery: Cash     |
| Interests<br>(Class 3)                | N/A   | Impaired – Deemed<br>to Reject   | Estimated Recovery Percentage: 0%<br>Form of Recovery: None. |

### **CRITICAL INFORMATION REGARDING OBJECTING TO THE PLAN**

**PLEASE TAKE FURTHER NOTICE THAT THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS.**

<sup>3</sup> The amounts reflected herein represent the aggregate asserted amounts of Claims based on filed proofs of claim and scheduled claims, and do not necessarily reflect Allowed amounts. The Debtor has not completed its Claims reconciliation process. Certain Claims included in these totals may be contingent, unliquidated, disputed, or intercompany, and may ultimately be allowed in amounts materially different from those shown, or not allowed at all. These amounts are presented for illustrative purposes only to reflect the face amounts asserted for solicitation and voting purposes. The Debtor reserves all rights to object to any claim and to amend these amounts based on further review of proofs of Claim, the Debtor’s books and records, and other known liabilities.

**ALTHOUGH YOU ARE NOT ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN, THE OPT-OUT FORM ATTACHED HERETO PROVIDES YOU WITH THE OPTION TO NOT GRANT THE CONSENSUAL THIRD-PARTY RELEASE CONTAINED IN THE PLAN (THE “THIRD-PARTY RELEASE”).**

**Releases, Injunction, and Exculpation Provisions**

The Plan contains the following release, injunction, and exculpation provisions. **YOU ARE ADVISED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE RELEASE, INJUNCTION, AND EXCULPATION PROVISIONS, AS YOUR RIGHTS MAY BE AFFECTED.**

Holders of Claims or Interests may opt out of the Third-Party Release set forth below by checking the appropriate box on their ballot or notice of non-voting status, as applicable.

**Releases by the Debtor – Article 10.4(a) of the Plan**

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 ARTICLE 10.4(A) OF THE PLAN 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 ARTICLE 10.4(A) OF THE PLAN 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 ARTICLE 10.4(A) OF THE PLAN 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.

Consensual Releases by Holders of Claims and Interests (Third-Party Release) – Article 10.4(b) of the Plan

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 ARTICLE 10.4(B) OF THE PLAN 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.

Definitions Related to the Third-Party Release:

UNDER THE PLAN, “*RELEASED PARTY*” 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, 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.

UNDER THE PLAN, “*RELEASING PARTY*” MEANS EACH OF THE FOLLOWING IN THEIR CAPACITY AS SUCH: (I) THE RELEASED PARTIES (OTHER THAN THE DEBTOR AND 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) OF THE PLAN 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) OF THE PLAN 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.

NOTWITHSTANDING THE FOREGOING, NO HOLDER OF A CLAIM SHALL BE BOUND BY THE THIRD-PARTY RELEASE IF IT: (I) VALIDLY OPTS OUT OF THE RELEASES CONTAINED IN THE PLAN; OR (II) TIMELY FILES WITH THE BANKRUPTCY COURT ON THE DOCKET OF THE CHAPTER 11 CASE AN OBJECTION TO THE RELEASES CONTAINED IN THE PLAN THAT IS NOT RESOLVED BEFORE CONFIRMATION.

Exculpation and Limitation of Liability – Article 10.5 of the Plan

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.**

Injunction – Article 10.6 of the Plan

**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 OF THE PLAN, 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 OF THE PLAN.**

**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 10.4 OF THE PLAN, 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 OF 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.**

THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES AND TO PROVIDE YOU WITH THE ATTACHED OPT-OUT FORM WITH RESPECT TO THE THIRD-PARTY RELEASES INCLUDED IN THE PLAN. IF YOU HAVE QUESTIONS REGARDING YOUR RIGHTS UNDER THE PLAN OR ANYTHING STATED HEREIN OR THEREIN, YOU MAY CONTACT THE BALLOTING AGENT OR DEBTOR'S COUNSEL AT THE ADDRESSES PROVIDED BELOW.

Dated: January [•], 2026

*/s/ DRAFT*

---

**COLE SCHOTZ P.C.**

Michael D. Sirota  
Warren A. Usatine  
Ryan T. Jareck  
Felice R. Yudkin  
Court Plaza North, 25 Main Street  
Hackensack, NJ 07601  
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-and-

**DEBEVOISE & PLIMPTON LLP**

M. Natasha Labovitz (admitted *pro hac vice*)  
Erica S. Weisgerber (admitted *pro hac vice*)  
Elie J. Worenklein  
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eweisgerber@debevoise.com  
eworenklein@debevoise.com

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

**OPTIONAL: RELEASE OPT-OUT FORM**

You are receiving this opt out form (the “Opt-Out Form”) because you may be a holder of a Claim that is not entitled to vote on the *Chapter 11 Plan of CCA Construction, Inc.* [Docket No. [•]] (as amended, supplemented, or otherwise modified from time to time, the “Plan”). Holders of Claims and Interests are deemed to grant the Third-Party Releases set forth in the Notice unless a holder affirmatively opts out of the Third-Party Releases or timely objects to the Consensual Third-Party Releases on or before **February 6, 2026, at 4:00 p.m. prevailing Eastern Time**, and such objection is not resolved before confirmation.

If you believe you are a holder of a Claim or Interest with respect to CCA Construction, Inc. (the “Debtor”) and choose to opt out of the Third-Party Releases set forth in the Plan, you may submit your election to opt out through one of the following methods: (a) completing, signing, and returning the Opt-Out Form via first class mail or in the enclosed reply envelope provided, overnight courier, or hand delivery so that the Balloting Agent **actually receives** such form before the Voting Deadline or (b) completing, signing, and submitting the Opt-Out Form online via electronic online transmission through the customized online balloting portal on the Debtor’s case website, <https://www.veritaglobal.net/ccaconstruction>, and clicking on the “Submit Opt-Out” section of the website, so that the Balloting Agent **actually receives** such form before the Voting Deadline.

**RETURN INSTRUCTIONS:**

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

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

**If by online submission:**

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

**IMPORTANT NOTE:**

You will need the following Unique Opt-Out ID and Pin to retrieve your customized electronic Opt-Out Form:

Unique Opt-Out ID: \_\_\_\_\_

Unique Opt-Out Pin: \_\_\_\_\_

**Opt-Out Form**

You must clearly sign and return this Opt-Out Form in the enclosed Business Reply Envelope or via first class mail, overnight courier, or hand delivery to CCA Construction, Inc., Ballot Processing, c/o KCC dba Verita, 222 N Pacific Coast Highway, Suite 300, El Segundo, CA 90245, to ensure that your hard copy Opt-Out Form is counted.

**KURTZMAN CARSON CONSULTANTS, LLC DBA VERITA GLOBAL (THE “BALLOTING AGENT”) MUST RECEIVE THIS OPT-OUT FORM ON OR BEFORE FEBRUARY 6, 2026, AT 4 P.M. PREVAILING EASTERN TIME (THE “VOTING DEADLINE”). IF THE OPT-OUT FORM IS RECEIVED AFTER THE VOTING DEADLINE, IT WILL NOT BE COUNTED.**

**ITEM 1. AMOUNT OF CLAIM OR INTEREST.**

The undersigned hereby certifies that, as of July 31, 2025 (the “Record Date”), the undersigned was the holder of a Class 1 Priority Non-Tax Claim or Class 3 Interest.

**ITEM 2. IMPORTANT INFORMATION REGARDING THE THIRD-PARTY RELEASE.**

AS A HOLDER OF A CLAIM OR INTEREST, YOU ARE SUBJECT TO THE CONSENSUAL THIRD-PARTY RELEASE CONTAINED IN THE PLAN, AS SET FORTH BELOW. YOU MAY CHECK THE BOX BELOW TO ELECT NOT TO GRANT THE RELEASE CONTAINED IN THE PLAN. YOU WILL NOT BE CONSIDERED TO GRANT THE CONSENSUAL THIRD-PARTY RELEASES UNDER THE PLAN ONLY IF (I) THE BANKRUPTCY COURT DETERMINES THAT YOU HAVE THE RIGHT TO OPT OUT OF THE RELEASES AND (II) YOU EITHER (A) CHECK THE BOX BELOW AND SUBMIT THE OPT-OUT FORM ON OR BEFORE THE VOTING DEADLINE OR (B) TIMELY OBJECT TO THE RELEASES CONTAINED IN THE PLAN AND SUCH OBJECTION IS NOT RESOLVED BEFORE CONFIRMATION. THE ELECTION TO WITHHOLD CONSENT TO GRANT THE CONSENSUAL THIRD-PARTY RELEASES IS AT YOUR OPTION.

**IF YOU DO NOT OPT OUT OF THE CONSENSUAL THIRD-PARTY RELEASE, IT WILL BE BINDING ON YOU.**

☐ **OPT OUT** of the Consensual Third-Party Release Provision

Consensual Releases by Holders of Claims and Interests (Third-Party Release) – Article 10.4(b) of the Plan

**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 ARTICLE 10.4(B) OF THE PLAN 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.

Definitions Related to the Third-Party Release:

UNDER THE PLAN, “*RELEASED PARTY*” 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.

UNDER THE PLAN, “*RELEASING PARTY*” MEANS EACH OF THE FOLLOWING IN THEIR CAPACITY AS SUCH: (I) THE RELEASED PARTIES (OTHER THAN THE DEBTOR AND 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) OF THE PLAN 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) OF THE PLAN 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.

**NOTWITHSTANDING THE FOREGOING, NO HOLDER OF A CLAIM SHALL BE BOUND BY THE THIRD-PARTY RELEASE IF IT: (I) VALIDLY OPTS OUT OF THE RELEASES CONTAINED IN THE PLAN; OR (II) TIMELY FILES WITH THE BANKRUPTCY COURT ON THE DOCKET OF THE CHAPTER 11 CASE AN OBJECTION TO THE RELEASES CONTAINED IN THE PLAN THAT IS NOT RESOLVED BEFORE CONFIRMATION.**

**Item 3. Certifications.**

By signing this paper Opt-Out Form, the undersigned certifies each of the following:

- (a) that, as of the Voting Record Date, either (i) the Entity is the holder of the Claims or Interests set forth in Item 1 or (ii) the Entity is an authorized signatory for an Entity that is a holder of the Claims or Interests set forth in Item 1;
- (b) that the holder has received a copy of the *Notice of Non-Voting Status to Holders or Potential Holders of Claims and Opt Out-Form* and that this Opt-Out Form is submitted pursuant to the terms and conditions set forth therein;
- (c) that the Entity has submitted the same respective election concerning the releases with respect to all Claims or Interests in a single Class set forth in Item 1; and
- (d) that no other Opt-Out Forms have been submitted or, if any other Opt-Out Forms have been submitted with respect to such Claims, then any such earlier Opt-Out Forms are hereby revoked.

|                    |                        |
|--------------------|------------------------|
| Name of Holder:    |                        |
|                    | (Print or Type)        |
| Signature:         |                        |
| Name of Signatory: |                        |
|                    | (If other than Holder) |
| Title:             |                        |
| Address:           |                        |
| Telephone Number:  |                        |
| Email:             |                        |
| Date Completed:    |                        |

**IF ELECTING TO OPT OUT OF THE THIRD-PARTY RELEASE, PLEASE  
COMPLETE, SIGN, AND DATE THIS OPT-OUT FORM AND RETURN IT IN THE ENVELOPE  
PROVIDED OR BY ONE OF THE FOLLOWING METHODS:**

|  |  |
|--|--|
| <b>If by first class mail, overnight courier,<br/>or hand delivery:</b><br><br>CCA Construction, Inc., Ballot Processing<br>c/o KCC dba Verita<br>222 N Pacific Coast Highway, Suite 300<br>El Segundo, CA 90245   | <b>If online:</b><br><br>Go to the case website<br>( <a href="https://www.veritaglobal.net/ccaconstruction">https://www.veritaglobal.net/ccaconstruction</a> ), click<br>on “Submit Opt-Out” on the left side of the homepage,<br>and follow the instructions to submit your form. |
| <p>If you have any questions about this Opt-Out Form, the Opt-Out instructions, or the Procedures, please call the Debtor’s Restructuring Hotline:</p> <p>Telephone: (866) 506-4002 (Domestic) or +1 (781) 575-2094 (International) OR<br/>Email: <a href="mailto:ccainfo@veritaglobal.com">ccainfo@veritaglobal.com</a> with a reference to “CCA Construction” in the subject line.</p> |  |

**IF THE SOLICITATION AGENT DOES NOT ACTUALLY RECEIVE THIS OPT-OUT FORM BEFORE  
THE VOTING DEADLINE, WHICH IS 4:00 P.M. PREVAILING EASTERN TIME ON FEBRUARY 6,  
2026, YOUR ELECTION TRANSMITTED HEREBY WILL NOT BE EFFECTIVE.**

**EXHIBIT 3 TO ORDER**

**Ballot - Class 2 General Unsecured Claim**

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY

In re:

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

Debtor.

Chapter 11

Case No. 24-22548 (CMG)

**BALLOT FOR ACCEPTING OR REJECTING  
THE CHAPTER 11 PLAN OF CCA CONSTRUCTION, INC.**

**CLASS 2 — GENERAL UNSECURED CLAIMS**

**PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR  
COMPLETING BALLOTS CAREFULLY BEFORE COMPLETING THE BALLOT**

**THIS BALLOT MUST BE ACTUALLY RECEIVED BY THE DEBTOR'S AGENT, KURTZMAN  
CARSON CONSULTANTS, LLC DBA VERITA GLOBAL (THE "BALLOTING AGENT" OR "VERITA")  
BY FEBRUARY 6, 2026, AT 4:00 P.M. PREVAILING EASTERN TIME (THE "VOTING DEADLINE")**

The Debtor has sent this Ballot to you because their records indicate that you are a holder of a Class 2 General Unsecured Claim, and accordingly, you have a right to vote to accept or reject the *Chapter 11 Plan of CCA Construction, Inc.* [Docket No. [•]] (as may be amended, supplemented or modified, including all exhibits thereto, the "Plan"). Your rights are described in the *Disclosure Statement for the Chapter 11 Plan of CCA Construction, Inc.* and all exhibits related thereto [Docket No. [•]] (as amended from time to time and including all exhibits and supplements thereto, the "Disclosure Statement"). On January [•], 2026, the Bankruptcy Court entered an order [Docket No. [•]] (the "Interim Approval and Procedures Order")<sup>2</sup> approving on an interim basis the adequacy of the Disclosure Statement. At the Confirmation Hearing, the Debtor will seek final approval of the adequacy of the Disclosure Statement, as well as confirmation of the Plan.

Copies of the Disclosure Statement, the Interim Approval and Procedures Order, the Plan, and certain other materials contained in the Solicitation Package are included in the packet you are receiving with this Ballot. Additionally, the Solicitation Package may be obtained by: (a) accessing the Debtor's chapter 11 case website at <https://www.veritaglobal.net/ccaconstruction>; (b) writing to Verita at CCA Construction, Inc., c/o KCC dba Verita, 222 N Pacific Coast Highway, Suite 300, El Segundo, CA 90245 (c) calling Verita at (866) 506-4002 (Domestic) or +1 (781) 575-2094 (International); (d) emailing Verita at [ccainfo@veritaglobal.com](mailto:ccainfo@veritaglobal.com) with a reference to "CCA Construction, Inc." in the subject line; and/or (e) visiting (for a fee) PACER at <http://www.njb.uscourts.gov>. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. This Ballot may not be used for any purpose other than to vote to accept or reject the Plan. If you believe you have received this Ballot in error, please contact the Verita at the address or email address set forth above.

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

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan, the Disclosure Statement or the Interim Approval and Procedures Order, as applicable.

*You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan's classification and treatment of your Claim. Your Claim has been placed in Class 2 (General Unsecured Claims) under the Plan.*

**If the Balloting Agent does not receive your Ballot on or before the Voting Deadline, February 6, 2024, at 4:00 p.m. prevailing Eastern Time and if the Voting Deadline is not extended, your vote as either an acceptance or rejection of the Plan will not count. If the Bankruptcy Court confirms the Plan, it will bind you regardless of whether you vote.**

**Item 1. Amount of Class 2 General Unsecured Claim for Voting.<sup>3</sup>**

The undersigned hereby certifies that as of the Record Date, July 31, 2025, the undersigned was the holder of a Class 2 General Unsecured Claim in the amount set forth below (insert amount in box below):

|          |
|----------|
| \$ _____ |
|----------|

**Item 2. Class 2 General Unsecured Claim Vote on the Plan.**

The holder of the Class 2 General Unsecured Claim set forth in Item 1 votes to (please check one):

☐ ACCEPT THE PLAN                      ☐ REJECT THE PLAN

**ANY BALLOT THAT IS EXECUTED BY THE HOLDER OF A CLAIM BUT THAT INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN OR DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN WILL NOT BE COUNTED.**

**Item 3. Opt Out of the Third-Party Release Provision**

**CHECK THE BOX BELOW TO OPT OUT OF THIRD-PARTY RELEASE PROVISION OF THE PLAN. IF YOU DO NOT OPT OUT OF THE THIRD-PARTY RELEASE, IT WILL BE BINDING ON YOU.**

The undersigned holder of the Class 2 General Unsecured Claim set forth in Item 1 elects to:

☐ Opt Out of the Third-Party Release Provision

Consensual Releases by Holders of Claims and Interests (Third-Party Release) – Article 10.4(b) of the Plan

**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,**

<sup>3</sup> For voting purposes only, subject to tabulation rules.

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 ARTICLE 10.4(B) OF THE PLAN 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.

Definitions Related to the Third-Party Release:

UNDER THE PLAN, “*RELEASED PARTY*” 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.

UNDER THE PLAN, “*RELEASING PARTY*” MEANS EACH OF THE FOLLOWING IN THEIR CAPACITY AS SUCH: (I) THE RELEASED PARTIES (OTHER THAN THE DEBTOR AND 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) OF THE PLAN 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) OF THE PLAN 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.

**NOTWITHSTANDING THE FOREGOING, NO HOLDER OF A CLAIM OR INTEREST SHALL BE BOUND BY THE THIRD-PARTY RELEASE IF IT: (I) VALIDLY OPTS OUT OF THE RELEASES CONTAINED IN THE PLAN; OR (II) TIMELY FILES WITH THE BANKRUPTCY COURT ON THE DOCKET OF THE CHAPTER 11 CASE AN OBJECTION TO THE RELEASES CONTAINED IN THE PLAN THAT IS NOT RESOLVED BEFORE CONFIRMATION.**

#### Item 4. Certifications

By signing this Ballot, the undersigned certifies to the Bankruptcy Court and to the Debtor:

- a. that either: (i) the Entity is the holder of the Class 2 Claim being voted; or (ii) the Entity is an authorized signatory for an Entity that is a holder of the Class 2 Claim being voted;
- b. that the Entity has received a copy of the Disclosure Statement and the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;
- c. that the Entity has cast the same vote with respect to all Class 2 Claims that it holds or for which it is the authorized signatory; and
- d. that no other Ballots with respect to the amount of the Class 2 Claim identified in Item 1 have been cast or, if any other Ballots have been cast with respect to such Claims, then any such Ballots dated earlier are hereby revoked.

Name of holder: \_\_\_\_\_  
(Print or Type)

Signature: \_\_\_\_\_

Name of Signatory: \_\_\_\_\_  
(If other than holder)

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Date Completed: \_\_\_\_\_

**RETURN INSTRUCTIONS:**

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

**First-Class Mail**

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

**If by online submission:**

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

**IMPORTANT NOTE:**

You will need the following Unique E-Ballot ID and Pin to retrieve your customized electronic Ballot:

Unique E-Ballot ID: \_\_\_\_\_

Unique E-Ballot Pin: \_\_\_\_\_

IF THE BALLOTING AGENT DOES NOT *ACTUALLY RECEIVE* THIS BALLOT ON OR BEFORE FEBRUARY 6, 2026, AT 4:00 P.M. PREVAILING EASTERN TIME, (AND IF THE VOTING DEADLINE IS NOT EXTENDED), YOUR VOTE TRANSMITTED BY THIS BALLOT MAY BE COUNTED TOWARD CONFIRMATION OF THE PLAN ONLY IN THE DISCRETION OF THE DEBTOR.

**INSTRUCTIONS FOR COMPLETING THIS BALLOT**

1. The Debtor is soliciting the votes of holders of Claims with respect to the Plan attached as **Exhibit A** to the Disclosure Statement. Capitalized terms used in the Ballot or in these instructions but not otherwise defined therein or herein shall have the meaning set forth in the Disclosure Statement, a copy of which also accompanies the Ballot. **PLEASE READ THE PLAN AND DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.**
2. The Plan can be confirmed by the Bankruptcy Court and thereby made binding upon you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of Claims in at least one class of creditors that votes on the Plan and if the Plan otherwise satisfies the requirements for confirmation provided by section 1129(a) of the Bankruptcy Code. Please review the Disclosure Statement for more information.
3. To ensure that your Ballot is counted, you ***must*** complete and submit this Ballot as instructed herein. **Ballots will not be accepted by electronic mail or facsimile.**
4. **Use of Hard Copy Ballot.** To ensure that your Ballot is counted, you must: (a) complete your Ballot in accordance with these instructions; (b) clearly indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Ballot; and (c) clearly sign and submit your Ballot by first class mail, courier or hand delivery to CCA Construction, Inc., Ballot Processing, c/o KCC dba Verita, 222 N Pacific Coast Highway, Suite 300, El Segundo, CA 90245, so that it is actually received by the Balloting Agent before the Voting Deadline.
5. **Use of Online Ballot Portal.** To ensure that your electronic Ballot is counted, please go to the Debtor's case administration website at <https://www.veritaglobal.net/CCAConstruction>, click on "Submit E-Ballot" on the left side of the homepage, and follow the instructions.

The online balloting portal is the sole manner in which Ballots will be accepted via electronic or online transmission. **Ballots will not be accepted by facsimile, e-mail, or electronic means (other than the online balloting portal).**

6. Your Ballot (whether submitted by hard copy or through the online balloting portal) ***must*** be returned to the Balloting Agent so as to be ***actually received*** by the Notice, Claims, and Balloting Agent on or before the Voting Deadline. **The Voting Deadline is February 6, 2026, at 4:00 p.m. prevailing Eastern Time.**
7. If a Ballot is received after the Voting Deadline and if the Voting Deadline is not extended, it may be counted only in the sole and absolute discretion of the Debtor. Additionally, **the following Ballots will not be counted:**
  - (a) any Ballot received after the Voting Deadline (as may be extended by the Debtor as provided herein);
  - (b) any Ballot that is illegible or contains insufficient information to permit the identification of the claimant;
  - (c) any Ballot cast by a person or entity that does not hold a claim or interest in a class that is entitled to vote to accept or reject the Plan;
  - (d) any Ballot that indicates neither an acceptance nor a rejection, or indicates both an acceptance and rejection, of the Plan;
  - (e) any Ballot that casts part of its vote in the same class to accept the Plan and part to reject the Plan;
  - (f) any form of Ballot other than the official form sent by the Balloting Agent, or a copy thereof;
  - (g) any Ballot received that the Balloting Agent cannot match to an existing database record;
  - (h) any Ballot that does not contain an original signature (for the avoidance of doubt, Ballots submitted via the online portal will be deemed to contain an original signature);
  - (i) any Ballot that is submitted by facsimile, email or by other electronic means (other than through the online portal); or

- (j) any Ballot sent to the Debtor's professionals or to Verita at any address other than the official address set forth on the Ballot.
8. The method of delivery of Ballot to the Balloting Agent is at the election and risk of each holder of a General Unsecured Claim. Except as otherwise provided herein, such delivery will be deemed made only when the Balloting Agent ***actually receives*** the originally executed Ballot. In all cases, holders should allow sufficient time to assure timely delivery.
9. If multiple Ballots are received from the same holder with respect to the same General Unsecured Claim or Interest, as applicable, before the Voting Deadline, the latest, timely received, and properly completed Ballot will supersede and revoke any earlier received Ballots.
10. You must vote all of your Claims within a Voting Class to either to accept or reject the Plan and may **not** split your vote. Further, if a holder has multiple Claims or within a Voting Class, the Debtor may, in their discretion, aggregate the Claims of any particular holder with multiple Claims within a Voting Class for the purpose of counting votes.
11. This Ballot does ***not*** constitute, and shall not be deemed to be, (a) a Proof of Claim or (b) an assertion or admission of a Claim or Interest.
12. **Please be sure to sign and date your Ballot.** If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Balloting Agent, the Debtor, or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot.
13. Each ballot votes ***only*** your Claims indicated on that ballot, so please complete and return each ballot that you received.

PLEASE SUBMIT YOUR BALLOT PROMPTLY.

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT THESE VOTING INSTRUCTIONS OR THE PROCEDURES FOR VOTING, PLEASE CALL THE DEBTOR'S RESTRUCTURING HOTLINE

AT: (866) 506-4002 (DOMESTIC) or +1 (781) 575-2094 (INTERNATIONAL) OR  
EMAIL: CCAINFO@VERITAGLOBAL.COM WITH A REFERENCE TO  
"CCA CONSTRUCTION" IN THE SUBJECT LINE.

**IF THE BALLOTING AGENT DOES NOT *ACTUALLY RECEIVE* THIS BALLOT ON OR BEFORE THE VOTING DEADLINE, WHICH IS ON FEBRUARY 6, 2026, AT 4:00 P.M. PREVAILING EASTERN TIME, (AND IF THE VOTING DEADLINE IS NOT EXTENDED), YOUR VOTE TRANSMITTED HEREBY MAY BE COUNTED ONLY IN THE DISCRETION OF THE DEBTOR.**